



# CITY OF LEEDS, ALABAMA

## BOARD OF ZONING ADJUSTMENTS AGENDA

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

November 15, 2022 @ 5:00 PM

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### CALL TO ORDER:

### ROLL CALL:

### DETERMINATION OF QUORUM:

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

1. Approval of Minutes from September 27, 2022 Meeting.

### OLD BUSINESS:

### OTHER BUSINESS:

2. A22-000014 - An application for a request by Miguel Castillo, Buena Vista Leeds Landscaping, applicant, and owner, to allow a contractor yard at 8434 Dunnavant Rd, 35094, in the R-2, Single-Family District, 2500281001018000
3. A22-000015 - A request by Carlos Gonzalez, Applicant and Owner, to allow for an accessory structure which exceed the maximum permitted for the district and to allow for use not permitted in R-3 Multi-Family District, located at 7720 France Ave, 35094, TPID: 2500174038006000.
4. A22-000016 - A request by Nina Johnson, Applicant, Warehouse Properties, Inc., Owner, to allow a gym at 8210 Edwards Ave, 35094, TPID: 2500163014002000;; Zoned: I-1, Light Industrial District.
5. A22-000017 - A request by Chamblee & Malone, LLC., Applicant to allow used automobile sales at 7308 Parkway Dr, Leeds , AL 35094, TPID 2500202001042000, Zoned B-2, GENERAL BUSINESS DISTRICT.

### 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. Approval of Minutes from September 27, 2022 Meeting.



# CITY OF LEEDS, ALABAMA

## BOARD OF ZONING ADJUSTMENTS MINUTES

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

September 27, 2022 @ 5:00 PM

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### CALL TO ORDER:

5:00 PM

### ROLL CALL:

#### PRESENT

Board Member Mike McDevitt  
Board Member Brad Pool  
Board Member Andrea Howard  
Board Member Mark Musgrove  
Board Member Gerald Miller

#### ABSENT

Board Member Andy Watkins

### DETERMINATION OF QUORUM:

Quorum determined.

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

1. Approval of Minutes from August 23, 2022

Motion made by Board Member Howard, Seconded by Board Member Pool.

Voting Yea: Board Member McDevitt, Board Member Pool, Board Member Howard, Board Member Musgrove, Board Member Miller

Minutes approved as written.

### OLD BUSINESS:

2. A22-000012 - An application by Julie Waters, Applicant, Thomas & Cynthia D Haisten, Property Owners, to allow for creative wellness services and consulting and group training, exercise, art, etc in the I-2, Heavy Industrial District, at 1689 10th St, Leeds, AL 35094, TPID 2500211028004001, Jefferson County.

Julie Waters 1540 Sims Street presented the case to the Board.

Staff recommendation from Mr. Brad Watson. If the Board sees fit to grant the variance, this be limited to as long as the applicant is the lessee of the building. The applicant maintains a City business license complies with all City regulations. Additional note that this building is located in a flood way which is a higher standard of regulations meaning that there can be no activities on the property that could cause a rise in the flood elevation

Motion to approve per staff recommendations made by Board Member Musgrove, Seconded by Board Member Howard.

Voting Yea: Board Member McDevitt, Board Member Pool, Board Member Howard, Board Member Musgrove, Board Member Miller

3. A22-000013 - An application by Carl Chamblee, Jr, Esq., Applicant, Joseph M. Rich, Property Owner, to allow for Painting of Automobile body parts indoor facility - Light Manufacturing in the T-5, Urban District in place of the required I-1, Light Industrial District at 7310 Parkway Dr, Leeds, AL 35094, TPID 2500202001042000, Jefferson County.

Nicky Windom 7460 Kings Mountain Rd. Birmingham presented the Case to the Board.

Staff recommendations from Mr Brad Watson if you approve the variance the standard conditions that this remain as long as the applicant is the lessee of the property. The applicant maintains a business license All painting be inside the paint booth and nothing be stored outside of the building.

Motion made by Board Member Miller to approve according to staff recommendations. Seconded by Board Member Musgrove.

Voting Yea: Board Member McDevitt, Board Member Pool, Board Member Howard, Board Member Musgrove, Board Member Miller

#### **OTHER BUSINESS:**

None.

#### **ADJOURNMENT:**

5:00 PM

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Mr. Mike McDevitt, Chairman

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Ms. Andrea Howard, Secretary



# CITY OF LEEDS, ALABAMA

## BOARD OF ZONING ADJUSTMENTS MINUTES

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Board Member Brad Pool  
Board Member Andrea Howard  
Board Member Mark Musgrove  
Board Member Gerald Miller

#### ABSENT

Board Member Andy Watkins

### DETERMINATION OF QUORUM:

Quorum determined.

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Motion made by Board Member Howard, Seconded by Board Member Pool.

Voting Yea: Board Member McDevitt, Board Member Pool, Board Member Howard, Board Member Musgrove, Board Member Miller

Minutes approved as written.

### OLD BUSINESS:

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Staff recommendation from Mr. Brad Watson. If the Board sees fit to grant the variance, this be limited to as long as the applicant is the lessee of the building. The applicant maintains a City business license complies with all City regulations. Additional note that this building is located in a flood way which is a higher standard of regulations meaning that there can be no activities on the property that could cause a rise in the flood elevation

Motion to approve per staff recommendations made by Board Member Musgrove, Seconded by Board Member Howard.

Voting Yea: Board Member McDevitt, Board Member Pool, Board Member Howard, Board Member Musgrove, Board Member Miller

3. A22-000013 - An application by Carl Chamblee, Jr, Esq., Applicant, Joseph M. Rich, Property Owner, to allow for Painting of Automobile body parts indoor facility - Light Manufacturing in the T-5, Urban District in place of the required I-1, Light Industrial District at 7310 Parkway Dr, Leeds, AL 35094, TPID 2500202001042000, Jefferson County.

Nicky Windom 7460 Kings Mountain Rd. Birmingham presented the Case to the Board.

Staff recommendations from Mr Brad Watson if you approve the variance the standard conditions that this remain as long as the applicant is the lessee of the property. The applicant maintains a business license All painting be inside the paint booth and nothing be stored outside of the building.

Motion made by Board Member Miller to approve according to staff recommendations. Seconded by Board Member Musgrove.

Voting Yea: Board Member McDevitt, Board Member Pool, Board Member Howard, Board Member Musgrove, Board Member Miller

#### **OTHER BUSINESS:**

None.

#### **ADJOURNMENT:**

5:00 PM

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Mr. Mike McDevitt, Chairman

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Ms. Andrea Howard, Secretary

**File Attachments for Item:**

2. A22-000014 - An application for a request by Miguel Castillo, Buena Vista Leeds Landscaping, applicant, and owner, to allow a contractor yard at 8434 Dunnavant Rd, 35094, in the R-2, Single-Family District, 2500281001018000

# NOTICE OF PUBLIC HEARING

City of Leeds, Alabama  
Zoning Board of Adjustments

## APPLICATION

An application for a request by Miguel Castillo, Buena Vista Leeds Landscaping, applicant and owner, to allow a contractor yard at 8434 Dunnivant Rd, 35094, in the R-2, Single-Family 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>	A22-000014
<b>APPLICANT NAME:</b>	Miguel Castillo
<b>PROPERTY OWNER:</b>	
<b>TAX PARCEL ID#S:</b>	2500281001018000
<b>PROPERTY ADDRESS:</b>	8434 Dunnivant RD; 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:  
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

Plan + Plan

SCALE: 1"=40'

- 1. SPIN = spiral
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DEPARTMENT OF INSPECTION SERVICES- ZONING DIVISION

1040 PARK DRIVE, LEEDS, AL 35094 P. 205.699.2585 F. 205.699.6558

INSPECTIONS@LEEDSALABAMA.GOV \* leedsalabama.gov

**Part 1. Application**

Name of Applicant: Buena Vista Leeds Landscaping Miguel Castillo

Mailing Address: 8936 Clayton Dr Leeds AL 35094

Telephone: 256 794 3886 E-mail: buenavista.2020@yahoo.com

Signature:

**Part 2. Parcel Data**

Owner of Record: Buena Vista Leeds Landscaping

Owner Mailing Address: 8434 Donnavent Rd Leeds AL 35094

Site Address:

Tax Parcel ID #	Existing Zoning:	Existing Land Use:
25 00 28 1 001 018.000	R2	Empty lot

**Part 3. Request**

Section of Ordinance for which variance is request:

Nature of Variance with Reference to Applicable Zoning Provision:

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

- Written Justification for a Variance
- Vicinity Map
- Plot Plan with variance noted or highlighted
- Copy of Deed as recorded in the Judge of Probate Office
- ~~1st Class Stamp equal to number of surrounding parcels~~
- Administrative Fee

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.

FOR OFFICE USE ONLY	
Application Number:	Date Received: 8/23/22
Received by: 	Scheduled Public Hearing Date:

Michaelann Courington



Jefferson County Parcel Look-up

*Vicinity Map*



August 23, 2022



JeffCoAL, Esri, HERE, Garmin, GeoTechnologies, Inc.,  
USGS, EPA, USDA

14 will Lay gravel, to be able to park  
trucks, trailers & equipment...

If possible to get a permit to build a  
fence to protect property...

Buena Vista Leads Landscaping LLC

~~Miguel Castillo~~  
owner

~~8/23/22~~

This Instrument Prepared By:  
Rodney Jamael Davis  
4625 Valleydale Road  
Birmingham, AL 35242  
205-578-1597

**WARRANTY DEED**  
**WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR**

STATE OF ALABAMA, COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS that in consideration of Twenty-One Thousand And No/100 DOLLARS (\$21,000.00) and other valuable considerations to the undersigned GRANTOR in hand paid by the GRANTEEES herein, the receipt whereof is acknowledged I, Silbia Mali Carles Al Cantara (herein referred to as GRANTOR), do hereby GRANT, BARGAIN, SELL and CONVEY unto Buena Vista Leeds Landscaping LLC (herein referred to as GRANTEEES) 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 the County of Jefferson, Alabama, to-wit:

The NW 150 ft of Lot 2, according to the Dorrrough Martha and William BK 24, PG 44, Probate Office of Jefferson County, Alabama.

This conveyance is made subject to any and all covenants, restrictions, reservations, easements and rights-of-way, if any, heretofore imposed of record affecting said property and municipal zoning ordinances now or hereafter becoming applicable and taxes or assessments now or hereafter becoming due against said property.

TO HAVE AND TO HOLD to the said GRANTEEES 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 their heirs and assigns of 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 GRANTEEES, their heirs and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I have a 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 GRANTEEES, their heirs and assigns forever, against the lawful claims of all persons.

This Instrument Prepared By:  
Rodney Jamael Davis  
4625 Valleydale Road  
Birmingham, AL 35242  
205-578-1597

## WARRANTY DEED

STATE OF ALABAMA, COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **Twenty-One Thousand And No/100 DOLLARS (\$21,000.00)** and other good and valuable consideration paid to the undersigned GRANTOR in hand paid by the GRANTEE herein, the receipt whereof, is hereby acknowledged. I, **Silbia Mali Carles Al Cantara** (herein referred to as GRANTOR), do hereby GRANT, BARGAIN, SELL and CONVEY unto **Buena Vista Leeds Landscaping LLC** (herein referred to as GRANTEE), its heirs and assigns, the following described real estate, situated in the County of Jefferson, and State of Alabama, to wit:

Lot 2, according to the Dorough Marthan and William BK 24, PG 44, Probate Office of Jefferson County, Alabama.

This conveyance is made subject to covenants, restrictions, reservations, easements, and rights-of-way, if any, heretofore imposed of record affecting title to said property, municipal zoning ordinances now or hereafter becoming applicable, and taxes or assessments hereafter becoming due against said property.

TO HAVE AND TO HOLD, the aforesaid premises to the said GRANTEE, its heirs and assigns FOREVER.

And GRANTOR does covenant with the said GRANTEE, her heirs and assigns, that she is lawfully seized in fee simple of the aforementioned premises; that it is free from all encumbrances, except as hereinabove provided; that she has a good right to sell and convey the same to the said GRANTEE, its heirs and assigns, and that GRANTOR will WARRANT AND DEFEND the premises to the said GRANTEE, its heirs and assigns forever, against the lawful claims of all persons, except as hereinabove provided.

IN WITNESS WHEREOF I have hereunto set my hands and seals, this 18th day of March, 2022.

*Silbia Mali Carles Al Cantara*

Silbia Mali Carles Al Cantara

STATE OF ALABAMA

COUNTY OF SHELBY

I, a Notary Public, hereby certify that Silbia Mali Carles Al Cantara whose name is signed to the foregoing instrument or conveyance, and who is 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.

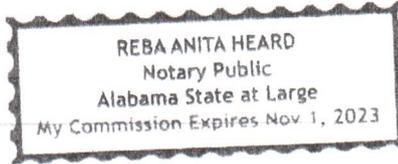
Given under my hand this 18th day of March, A.D. 2022.

*Reba Anita Heard*

Notary Public

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

My Commission Expires: \_\_\_\_\_



Grantor's Address:

Grantee's Address: 8434 Dunnivant Drive, Leeds, AL 35094

Property Address: 8434 Dunnivant Drive, Leeds, AL 35094

IN WITNESS WHEREOF I have hereunto set my hands and seals, this 18th day of March, 2022.

Silbia Mali Carles Alcantara  
Silbia Mali Carles Al Cantara

STATE OF ALABAMA

COUNTY OF SHELBY

I, a Notary Public, hereby certify that Silbia Mali Carles Al Cantara whose name is signed to the foregoing instrument or conveyance, and who is 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.

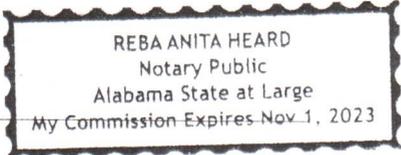
Given under my hand this 18th day of March, A.D. 2022.

Reba Anita Heard

Notary Public

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

My Commission Expires: \_\_\_\_\_



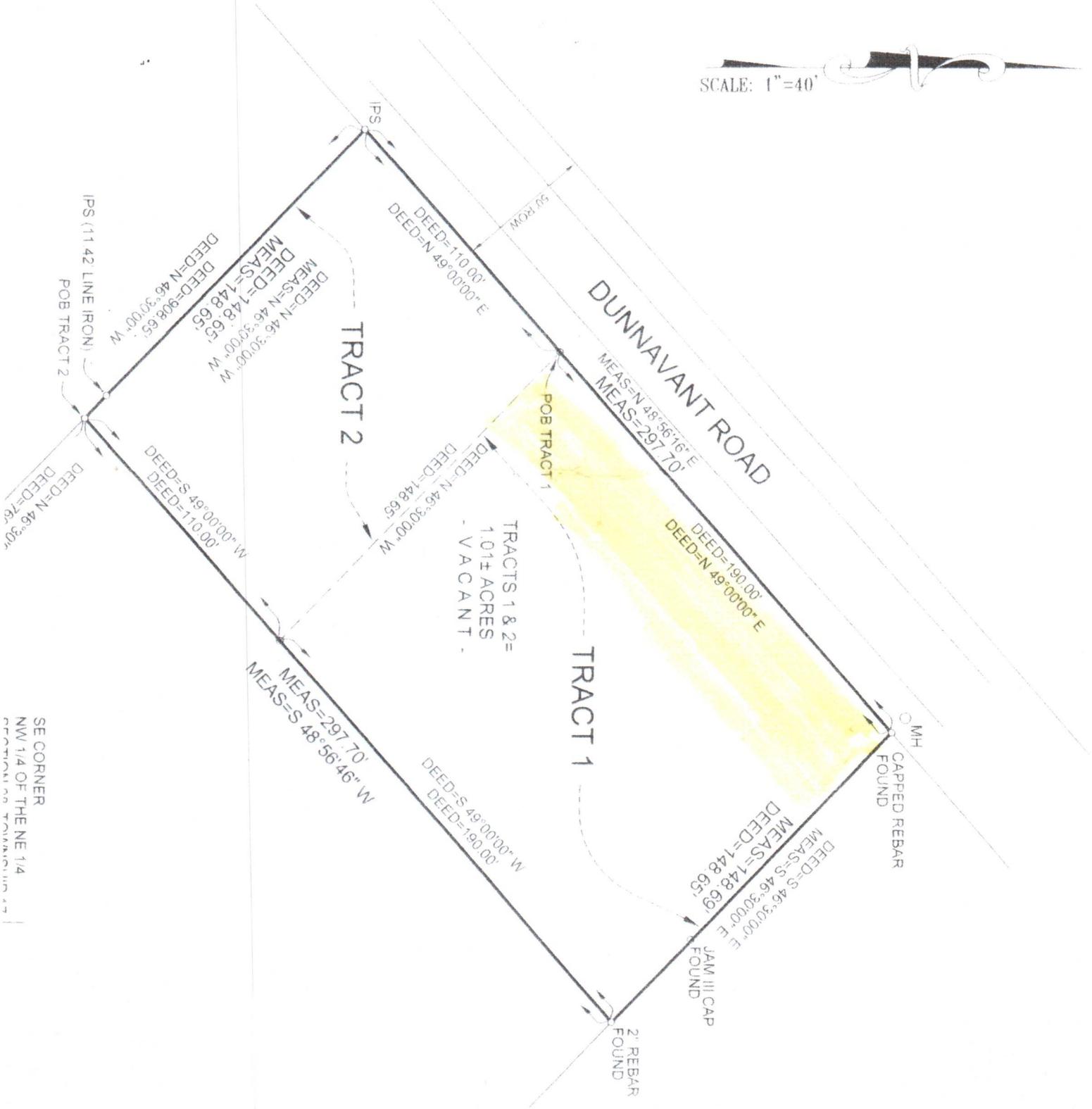
Grantor's Address:

Grantee's Address: 8434 Dunnivant Drive, Leeds, AL 35094

Property Address: 8434 Dunnivant Drive, Leeds, AL 35094

LEGEND

- ASPH = asphalt
- BRS = bearing
- BLDG = building
- CHUC = calculated
- C&P = capped iron
- CL = centerline
- CH = chord
- CONC = concrete
- C = covered
- d = deflection
- E = east
- EAST = easement
- FC = fence
- FD = found
- H/W = headwell
- IPF = iron pin found
- IPR = iron pin found w/ R/W cap
- IPS = iron pin set w/SSI cap
- L = length
- MEAS = measured
- MIN = minimum
- MH = manhole
- N = north
- OH = overhang
- P = porch
- PC = point of curve
- POB = point of beginning
- POC = point of commencement
- PT = point of tangency
- P/W/T = pavement
- R = radius
- REC = recorded
- RES = residence
- R/W = right of way
- S = south
- SAW = sawing
- S/T = storm
- SWR = sewer
- SYN = synthetic
- UTIL = utility
- U = uncovered
- W = west
- YI = yard inlet
- ° = degrees
- ' = minutes
- " = seconds
- in = bearings or angles
- in = bearings or angles
- ft. = feet, in. distance
- ± = more or less
- AC = acres
- ± = plus or minus



SE CORNER  
NW 1/4 OF THE NE 1/4  
SECTION 26 TOWNSHIP 47

I, Carl Daniel Moore a registered Land Surveyor certify that I have surveyed

TRACT 1

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST 1/4 OF SECTION 28 TOWNSHIP 17 SOUTH RANGE 1 EAST AND RUN NORTH 2 DEGREES 30 MINUTES 00 SECONDS WEST ALONG THE QUARTER-QUARTER LINE 355.0 FEET TO THE SOUTHERLY CORNER OF LOT 2 OF THE MARTHA E AND WILLIAM F DOROUGH HOMESTEAD ACCORDING TO THE SURVEY RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY IN MAP BOOK 24 PAGE 44. THENCE NORTH 46 DEGREES 30 MINUTES 00 SECONDS WEST ALONG SAID LOT 2 908.65 FEET TO THE SOUTHEASTERLY BOUNDARY OF DUNNAVANT-LEEDS ROAD (AL HWY 25). THENCE NORTH 49 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID ROAD BOUNDARY 110.00 FEET TO THE POINT OF BEGINNING OF PROPERTY HEREIN DESCRIBED. THENCE CONTINUE ALONG SAID ROAD NORTH 49 DEGREES 00 MINUTES 00 SECONDS EAST 190.00 FEET TO THE NORTH CORNER OF SAID LOT 2. THENCE SOUTH 46 DEGREES 30 MINUTES 00 SECONDS EAST ALONG THE BOUNDARY OF SAID LOT 2 148.65 FEET TO A FOUND 1/2 INCH REBAR. THENCE SOUTH 49 DEGREES 00 MINUTES 00 SECONDS WEST 190.00 FEET. THENCE NORTH 46 DEGREES 30 MINUTES 00 SECONDS WEST 148.65 FEET TO THE POINT OF BEGINNING, BEING A PART OF THE SAID LOT 2, LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28 TOWNSHIP 17 SOUTH RANGE 1 EAST CITY OF LEEDS, JEFFERSON COUNTY, ALABAMA

TRACT 2

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28 TOWNSHIP 17 SOUTH RANGE 1 EAST AND RUN NORTH 2 DEGREES 30 MINUTES 00 SECONDS WEST ALONG THE QUARTER-QUARTER LINE 355.0 FEET TO THE SOUTHERLY CORNER OF LOT 2 OF THE MARTHA E AND WILLIAM F DOROUGH HOMESTEAD ACCORDING TO THE SURVEY RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY IN MAP BOOK 24 PAGE 44. THENCE NORTH 46 DEGREES 30 MINUTES 00 SECONDS WEST ALONG SAID LOT 2 760.00 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE NORTH 46 DEGREES 30 MINUTES 00 SECONDS WEST 148.65 FEET TO THE SOUTHEASTERLY BOUNDARY OF DUNNAVANT-LEEDS ROAD (AL HWY 25). THENCE NORTH 49 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID ROAD BOUNDARY 110.00 FEET. THENCE SOUTH 46 DEGREES 30 MINUTES 00 SECONDS EAST 148.65 FEET. THENCE SOUTH 49 DEGREES 00 MINUTES 00 SECONDS WEST 110.00 FEET TO THE POINT OF BEGINNING BEING A PART OF THE SAID LOT 2, LOCATED IN THE NORTHWEST QUARTER OF SECTION 28 TOWNSHIP 17 SOUTH RANGE 1 EAST CITY OF LEEDS, JEFFERSON COUNTY ALABAMA

I furthermore certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge information and belief that the correct address is as follows: 8434 Dumnivant Road according to my survey of July 2 2019 Survey is not valid unless it is sealed with embossed seal or stamped in red.

SURVEYING SOLUTIONS INC  
2232 CAHABA VALLEY DRIVE SUITE M  
BIRMINGHAM, AL 35242  
PHONE 205-991-8965

*Carl Daniel Moore*

Carl Daniel Moore, Reg. L.S. #12159

7-8-2019

Date of Signature

Order No 171280  
Purchaser Martinez  
Type of Survey Boundary



ACAD(SUBDIVISION)JEFFERSON COUNTY,DOROUGH HOMESTEAD,LOT2 NW1/4 DOROUGH HOMESTEAD



# GAYNELL HENDRICKS JEFFERSON COUNTY TAX ASSESSOR ASSESSMENT RECORD - 2022

ROOM 170  
716 RICHARD ARRINGTON JR  
BLVD N BIRMINGHAM AL 35203  
Tel: (205) 325-5341  
Printed On: 3/31/2022

This document does not imply ownership

PARCEL: 25 00 28 1 001 018.000  
CORPORATION: I  
OWNER: CANTARA SYLVIA MALI CARLES AL

LAND VALUE 10% \$0  
LAND VALUE 20% \$10,100  
CU VALUE [DEACTIVATED] \$0  
LV 10% WITH CU [DEACTIVATED] \$0

ADDRESS: 300 FOREST WAY  
LEEDS, AL 35094

EXEMPT CODE: []  
OVER 65 CODE:  
PROP. CLASS: 2 [R]  
OVR ASD VALUE:  
MUN CODE: 15 LEEDS  
EXM OVERRIDE AMT: \$0  
HS YEAR: 0  
CLMNT:

TOTAL MARKET VALUE: \$10,100  
Assesment Override:

CLASS USE  
FOREST ACRES: 0  
LAND USE CODE: 0  
PREV. YEAR VALUE: \$10,100  
PARENT PARCEL:  
REMARKS: 2020 STATE R2/22/22 P20-21 (C5) 03032022AH  
Last Modified: 3/31/2022 1:34:48 PM LETTERS  
DEMOLITION FEE FIRE FEE SWMA FEE WEED FEE  
Property Address: 8434 DUNNAVANT RD  
Contiguous Parcels:

MARKET VALUE:  
CU VALUE:  
PENALTY:  
ASSESSED VALUE:

### ASSESSMENT/TAX

ASSESSMENT/TAX	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	15	\$2,020	\$13.13	\$0	\$0.00	\$13.13
COUNTY	2	15	\$2,020	\$27.27	\$0	\$0.00	\$27.27
SCHOOL	2	15	\$2,020	\$16.56	\$0	\$0.00	\$16.56
DIST SCHOOL	2	15	\$2,020	\$0.00	\$0	\$0.00	\$0.00
CITY	2	15	\$2,020	\$18.58	\$0	\$0.00	\$18.58
FOREST	2	15	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	2	15	\$2,020	\$10.30	\$0	\$0.00	\$10.30
SPC SCHOOL2	2	15	\$2,020	\$33.94	\$0	\$0.00	\$33.94

CURR ASSMT: [NONE] MTG CODE: - LOAN: ACCOUNT NO: 354223  
Sort Code: 354223

ASSD. VALUE: \$2,020.00  
EXMT. TAX: \$0.00

TAXABLE VALUE: \$10,100.00  
TOTAL MILLAGE: 59.3

\$119.78

ESTIMATED TOTAL: \$119.78

### INSTRUMENTS

INST NUMBER  
2020067553  
2019056699  
200211-2639 \*  
2948-399 \*  
200211-2639 \*

DATE  
6/29/2020  
6/7/2019  
04/05/2002  
06/08/1986  
1/1/1900

SALE DATE SALE PRICE SALE TYPE RATIOABLE  
6/29/2020 \$10,000 Land NO D - 2  
6/7/2019 \$10,000 Land NO D - 2  
4/1/2002 \$10 Land NO F - 2

BOOK:2020 PAGE:067553  
BOOK:2019 PAGE:056699  
BOOK:200211 PAGE:002639

### LEGAL DESCRIPTION

MAP NUMBER: 25 00 28 1 001 CODE1: 0 CODE2: 0  
SUB DIVISION1: DOROUGH MARTHA & WILLIAM  
SUB DIVISION2:

MAP BOOK: 24 PAGE: 44  
MAP BOOK: 0 PAGE: 0

PRIMARY LOT: 2 PRIMARY BLOCK:

SECTION1 28  
SECTION2 0  
SECTION3 0  
SECTION4 0  
LOT DIM1 0.00

TOWNSHIP1 17S  
TOWNSHIP2 0  
TOWNSHIP3 0  
TOWNSHIP4 0  
LOT DIM2 0.00

RANGE1 01E  
RANGE2 0  
RANGE3 0  
RANGE4 0  
ACRES 0.000

SQ FT 0.000

METES AND BOUNDS:  
REMARKS:

THE NW 150 FT OF LOT 2 DOROUGH HOMESTEAD PB 24 PG 44  
300 X 150

3/31/2022 SOLD 2020  
3/31/2022 SOLD 2012  
Tax Year

TAX SALE  
SOLD 5/25/2021 FOR 2020 TAXES FROM: CHAVEZ MARIA TO: SIMS WESLEY -- DOC #13-40  
SOLD 6/5/2013 FOR 2012 TAXES FROM: METRO BANK TO: STATE OF ALABAMA -- DOC #15-15

2022 CANTARA SYLVIA MALI CARLES AL  
2021 SIMS WESLEY  
2020 CHAVEZ MARIA  
C/O AL CANTARA SYLVIA MALI CARLES  
2019 JIMMY R AND CHARLOTTE J ISBELL  
C/O CHAVEZ MARIA  
2018 JIMMY R AND CHARLOTTE J ISBELL  
2017 JIMMY R AND CHARLOTTE J ISBELL  
2016 JIMMY R AND CHARLOTTE J ISBELL  
2015 JIMMY R AND CHARLOTTE J ISBELL

Mailing Address  
300 FOREST WAY, LEEDS AL - 35094  
500 KAREY DR, BIRMINGHAM AL - 35215  
300 FOREST WAY, LEEDS AL - 35094  
225 SPRUCE STREET, LEEDS AL - 35094  
58285 HWY 25, LEEDS AL - 35094

CERTIFICATE OF REDEMPTION OF INDIVIDUAL SALE  
 STATE OF ALABAMA  
 JEFFERSON COUNTY TAX COLLECTOR  
 1975 Code Title 40-10-127

Whereas, on the 25th day of May, 2021 the real property hereinafter described was sold in substantial conformity with all the requisitions of the statutes in such case made and provided by J.T. Smallwood, Tax Collector of Jefferson County, to SIMS WESLEY for the taxes, interest, penalties and cost, then due and remaining unpaid on said property; and where CANTARA SYLVIA MALI CARLES AL has made an application to redeem said land described as follows:

Parcel ID: 25 00 28 1 001 018.000      MUN CODE: 15      I/S:

THE NW 150 FT OF LOT 2 DOROUGH HOMESTEAD PB 24 PG 44

situated in Jefferson County, Alabama.

Now, therefore, I, J.T. Smallwood, Tax Collector of Jefferson County, being satisfied that CANTARA SYLVIA MALI CARLES AL is the owner of said property, and has a right to redeem the same, do certify that said

CANTARA SYLVIA MALI CARLES AL  
 300 FOREST WAY

LEEDS, AL 35094

has deposited with me on this the 22nd day of February, 2022

**\*\*Two Hundred Fifty Eight Dollars and Fifty Seven Cents\*\***

for the redemption of the above referenced property.

RECEIPT: M17558915

PAID BY: CANTARA SYLVIA MALI CARLES AL

YR	CL	EXMT	TAX	INT	TOTAL
2020	2		\$172.06	\$10.29	\$182.35
2021	3		\$60.48	\$0.74	\$61.22

CASH:           \$258.57

CHECK:           \$0.00

M.O./OTHER:   \$0.00

TRANSACTION NBR: 5426580

REDEMPTION FEES: \$15.00

**AMT PAID:       \$258.57**

# Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

## Closing Information

**Date Issued**  
**Closing Date** 03/18/2022  
**Disbursement Date** 03/18/2022  
**Settlement Agent** Noble Title & Escrow  
 Alabama, LLC  
**File #** 2022030090H  
**Property** 8434 Dunnivant Drive  
 Leeds, AL 35094  
  
**Sale Price** \$21,000

## Transaction Information

**Buyer** Miguel Castillo Madrigal  
  
**Seller** Silvia Mali Carles Al Cantara  
 8434 Dunnivant Drive  
 Leeds, AL 35094  
  
**Lender**

## Loan Information

**Loan Term** 30 years  
**Purpose** Purchase  
**Product**  
**Loan Type**  Conventional  FHA  
 VA   
**Loan ID #**  
**MIC #**

Loan Terms		Can this amount increase after closing?
<b>Loan Amount</b>	\$0	<b>NO</b>
<b>Interest Rate</b>	0%	<b>NO</b>
<b>Monthly Principal &amp; Interest</b> <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$0.00	<b>NO</b>
<b>Does the loan have these features?</b>		
<b>Prepayment Penalty</b>		<b>NO</b>
<b>Balloon Payment</b>		<b>NO</b>

Projected Payments		Years 1-30
<b>Payment Calculation</b>		
Principal & Interest		\$0
Mortgage Insurance	+	-
Estimated Escrow <i>Amount can increase over time</i>	+	-
<b>Estimated Total Monthly Payment</b>		\$0
<b>Estimated Taxes, Insurance &amp; Assessments</b> <i>Amount can increase over time See page 4 for details</i>	\$0 a month	
<b>This estimate includes</b>		<b>In escrow?</b>
<input type="checkbox"/> Property Taxes		
<input type="checkbox"/> Homeowner's Insurance		
<i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>		

Costs at Closing	
<b>Closing Costs</b>	\$734.00 Includes \$387.50 in Loan Costs + \$346.50 in Other Costs. See page 2 for details.
<b>Cash to Close</b>	\$21,706.16 Includes Closing Costs. See Calculating Cash to close on page 3 for details.

Document Information:

24

Instrument #	2022034343
Book/Page	
Record Date	03/24/2022 02:21:25 PM
Book Type	LR
Doc Type	DEEDS
Recording with MTG	True
# of Pages	2
ADD NAME	0
Grantor	CANTARA SILBIA MALI CARLES AL
Grantee	BUENA VISTA LEEDS LANDSCAPING LLC
# of Names	2
Sale Amount	\$21,000.00
MTG Amount	\$0.00
Mineral Tax	\$0.00
NO TAX FEE	False
NO FEE	False

## Closing Cost Details

Loan Costs	Buyer-Paid		Seller-Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
<b>A. Origination Charges</b>	<b>\$0.00</b>				
01 % of Loan Amount (Points)					
02					
03					
04					
05					
06					
07					
08					
<b>B. Services Buyer Did Not Shop For</b>	<b>\$0.00</b>				
01					
02					
03					
04					
05					
06					
07					
08					
09					
10					
<b>C. Services Buyer Did Shop For</b>	<b>\$337.50</b>				
01 Title - Closing Fee to Noble Title & Escrow Alabama, LLC	\$162.50		\$162.50		
02 Title - Search Fee to Extreme Abstract Incorporated	\$112.50		\$112.50		
03 Title - Title Commitment Fee to Fidelity National Title Insurance Comp	\$62.50		\$62.50		
04					
05					
06					
<b>D. TOTAL LOAN COSTS (Buyer-Paid)</b>	<b>\$337.50</b>				
Loan Costs Subtotals (A + B + C)	\$337.50				
<b>Other Costs</b>					
<b>E. Taxes and Other Government Fees</b>	<b>\$21.50</b>				
01 Recording Fees Deed: \$22.00 Mortgage:	\$11.00		\$11.00		
02 State Transfer Tax to Jefferson County Judge of Probate	\$10.50		\$10.50		
03					
<b>F. Prepays</b>	<b>\$0.00</b>				
01 Homeowner's Insurance Premium (12 mo.)					
02 Mortgage Insurance Premium ( mo.)					
03 Prepaid Interest ( per day from 3/18/2022 to 4/1/2022)	\$0.00				
04 Property Taxes ( mo.)					
05					
<b>G. Initial Escrow Payment at Closing</b>	<b>\$0.00</b>				
01 Homeowner's Insurance					
02 Mortgage Insurance					
03 Property Taxes					
04					
05					
06					
07					
08 Aggregate Adjustment					
<b>H. Other</b>	<b>\$387.50</b>				
01 Attorney Fees to Rodney Jamael Davis	\$75.00		\$75.00		
02 Commission - Listing Agent to Four Star Realty LLC	\$250.00				
03 Commission - Selling Agent to Four Star Realty LLC	\$0.00		\$250.00		
04 Title - Owner's Title Insurance (optional) to Noble Title & Escrow Ala	\$62.50		\$62.50		
05					
06					
<b>I. TOTAL OTHER COSTS (Buyer-Paid)</b>	<b>\$409.00</b>				
Other Costs Subtotals (E + F + G + H)	\$409.00				

# Closing Disclosure

*This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.*

### Closing Information

**Date Issued**  
**Closing Date** 03/18/2022  
**Disbursement Date** 03/18/2022  
**Settlement Agent** Noble Title & Escrow  
 Alabama, LLC  
**File #** 2022030090H  
**Property** 8434 Dunnivant Drive  
 Leeds, AL 35094  
  
**Sale Price** \$21,000

### Transaction Information

**Buyer** Buena Vista Leeds Landscaping LLC  
  
**Seller** Silbia Mali Carles Al Cantara  
 8434 Dunnivant Drive  
 Leeds, AL 35094  
  
**Lender**

### Loan Information

**Loan Term** 30 years  
**Purpose** Purchase  
**Product**  
  
**Loan Type**  Conventional  FHA  
 VA   
  
**Loan ID #**  
**MIC #**

Loan Terms		Can this amount increase after closing?
<b>Loan Amount</b>	\$0	<b>NO</b>
<b>Interest Rate</b>	0%	<b>NO</b>
<b>Monthly Principal &amp; Interest</b> <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$0.00	<b>NO</b>
<b>Does the loan have these features?</b>		
<b>Prepayment Penalty</b>		<b>NO</b>
<b>Balloon Payment</b>		<b>NO</b>

Projected Payments		
Payment Calculation	Years 1-30	
Principal & Interest		\$0
Mortgage Insurance	+	-
Estimated Escrow <i>Amount can increase over time</i>	+	-
<b>Estimated Total Monthly Payment</b>		\$0
<b>Estimated Taxes, Insurance &amp; Assessments</b> <i>Amount can increase over time See page 4 for details</i>	\$0 a month	<b>This estimate includes</b> <input type="checkbox"/> Property Taxes <input type="checkbox"/> Homeowner's Insurance  <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>
		<b>In escrow?</b>

Costs at Closing		
<b>Closing Costs</b>	\$746.50	Includes \$337.50 in Loan Costs + \$409 in Other Costs. <i>See page 2 for details.</i>

**Calculating Cash to Close**

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$0	\$746.50	YES
Closing Costs Paid Before Closing	\$0	\$0	NO
Closing Costs Financed (Paid from your Loan Amount)	\$0	\$0	NO
Down Payment/Funds from Buyer	\$0	\$21,000.00	YES
Deposit	\$0	\$0	NO
Funds for Buyer	\$0	\$0	NO
Seller Credits	\$0	\$0	NO
Adjustments and Other Credits	\$0	-\$27.84	YES
<b>Cash to Close</b>	\$0	\$21,718.66	

**Summaries of Transactions**

Use this table to see a summary of your transaction.

**BUYER'S TRANSACTION**

**K. Due from Buyer at Closing \$21,746.50**

01 Sale Price of Property	\$21,000.00
02 Sale Price of Any Personal Property Included in Sale	
03 Closing Costs Paid at Closing (J)	\$746.50
04	

**Adjustments**

- 05
- 06
- 07

**Adjustments for Items Paid by Seller in Advance**

- 08 City/Town Taxes
- 09 County Taxes
- 10 Assessments
- 11
- 12
- 13
- 14
- 15

**L. Paid Already by or on Behalf of Buyer at Closing \$27.84**

01 Deposit	
02 Loan Amount	
03 Existing Loan(s) Assumed or Taken Subject to	
04	
05 Seller Credit	

**Other Credits**

- 06
- 07

**Adjustments**

- 08
- 09
- 10
- 11

**Adjustments for Items Unpaid by Seller**

12 City/Town Taxes	
13 County Taxes	
14 Assessments	\$27.84
15	
16	
17	

**CALCULATION**

**SELLER'S TRANSACTION**

**M. Due to Seller at Closing \$21,000.00**

01 Sale Price of Property	\$21,000.00
02 Sale Price of Any Personal Property Included in Sale	
03	
04	

**Adjustments**

- 05
- 06
- 07
- 08

**Adjustments for Items Paid by Seller in Advance**

- 09 City/Town Taxes
- 10 County Taxes
- 11 Assessments
- 12
- 13
- 14
- 15
- 16

**N. Due from Seller at Closing \$774.34**

01 Excess Deposit	
02 Closing Costs Paid at Closing (J)	\$746.50
03 Existing Loan(s) Assumed or Taken Subject to	
04 Payoff of First Mortgage Loan	
05 Payoff of Second Mortgage Loan	
06	
07	

**Other Credits**

- 08 Seller Credit
- 09

- 10
- 11
- 12
- 13

**Adjustments for Items Unpaid by Seller**

14 City/Town Taxes	
15 County Taxes	\$27.84
16 Assessments	
17	
18	
19	

**CALCULATION**

## Additional Information About This Loan

### Loan Disclosures

#### Assumption

If you sell or transfer this property to another person, your lender

- will allow, under certain conditions, this person to assume this loan on the original terms.
- will not allow assumption of this loan on the original terms.

#### Demand Feature

Your loan

- has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- does not have a demand feature.

#### Late Payment

If your payment is more than \_\_\_\_\_ days late, your lender will charge a late fee of \_\_\_\_\_.

#### Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and, your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- do not have a negative amortization feature.

#### Partial Payments

Your lender

- may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

#### Security Interest

You are granting a security interest in 8434 Dunnavant Drive, Leeds, AL 35094.

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

#### Escrow Account

For now, your loan

- will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your escrowed property costs:
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs:  You may have other property costs.
Initial Escrow Payment		A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment		The amount included in your total monthly payment.

- will not have an escrow account because  you declined  your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

#### No Escrow

Estimated Property Costs over Year 1	\$0.00	Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee	\$0.00	

#### In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

**Loan Calculations**

<b>Total of Payments.</b> Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	
<b>Finance Charge.</b> The dollar amount the loan will cost you.	
<b>Amount Financed.</b> The loan amount available after paying your upfront finance charge.	
<b>Annual Percentage Rate (APR).</b> Your costs over the loan term expressed as a rate. This is not your interest rate.	
<b>Total Interest Percentage (TIP).</b> The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	

**Questions?** If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at [www.consumerfinance.gov/mortgage-closing](http://www.consumerfinance.gov/mortgage-closing)

**Other Disclosures**

**Appraisal**  
If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

**Contract Details**  
See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

**Liability after Foreclosure**  
If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan.

state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.

state law does not protect you from liability for the unpaid balance.

**Refinance**  
Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

**Tax Deductions**  
If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

**Contact Information**

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
<b>Name</b>			Four Star Realty LLC	Four Star Realty LLC	Noble Title & Escrow Alabama, LLC
<b>Address</b>			13811 US Hwy 411 Ste 200 Odenville, AL 35120	13811 US Hwy 411 Ste 200 Odenville, AL 35120	4625 Valleydale Rd Birmingham, AL 35242
<b>NMLS ID</b>					
<b>AL License ID</b>					
<b>Contact</b>					Rodney Davis
<b>Contact NMLS ID</b>					
<b>Contact AL License ID</b>					
<b>Email</b>					nobletitleandescrowalabama@gmail.com
<b>Phone</b>					205-575-3933

LIMITED TERM

FN DRIVER LICENSE

**ALABAMA**



NO. 8318706 CLASS D  
D.O.B. 12-01-1980 EXP 09-30-2022

MIGUEL CASTILLO MADRIGAL  
8936 CLAYTON DR  
LEEDS AL 35094-1384  
ENDORSEMENTS

ISS 09-28-2018

REST  
SEX M HT 5-10 EYES BRO  
WT 160 HAIR BLK

Secretary Hal Taylor  
Secretary of Law Enforcement



**Assessed Value: \$10,100.00**

This Instrument Prepared By:  
Rodney Jamael Davis  
4625 Valleydale Road  
Birmingham, AL 35242  
205-578-1597

### WARRANTY DEED

STATE OF ALABAMA, COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **Twenty-One Thousand And No/100 DOLLARS (\$21,000.00)** and other good and valuable consideration paid to the undersigned GRANTOR in hand paid by the GRANTEE herein, the receipt whereof, is hereby acknowledged. I, **Silbia Mali Carles Al Cantara** (herein referred to as GRANTOR), do hereby GRANT, BARGAIN, SELL and CONVEY unto **Buena Vista Leeds Landscaping LLC** (herein referred to as GRANTEE), its heirs and assigns, the following described real estate, situated in the County of Jefferson, and State of Alabama, to wit:

Lot 2, according to the Dorrough Marthan and William BK 24, PG 44, Probate Office of Jefferson County, Alabama.

This conveyance is made subject to covenants, restrictions, reservations, easements, and rights-of-way, if any, heretofore imposed of record affecting title to said property, municipal zoning ordinances now or hereafter becoming applicable, and taxes or assessments hereafter becoming due against said property.

TO HAVE AND TO HOLD, the aforesaid premises to the said GRANTEE, its heirs and assigns FOREVER.

And GRANTOR does covenant with the said GRANTEE, her heirs and assigns, that she is lawfully seized in fee simple of the aforementioned premises; that it is free from all encumbrances, except as hereinabove provided; that she has a good right to sell and convey the same to the said GRANTEE, its heirs and assigns, and that GRANTOR will WARRANT AND DEFEND the premises to the said GRANTEE, its heirs and assigns forever, against the lawful claims of all persons, except as hereinabove provided.

IN WITNESS WHEREOF I have hereunto set my hands and seals, this 18th day of March, 2022.

Silbia Mali Carles Alcantara  
Silbia Mali Carles Al Cantara

STATE OF ALABAMA

COUNTY OF SHELBY

I, a Notary Public, hereby certify that Silbia Mali Carles Al Cantara whose name is signed to the foregoing instrument or conveyance, and who is 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.

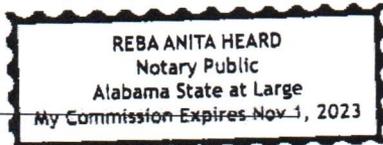
Given under my hand this 18<sup>th</sup> day of March, A.D. 2022.

Reba Adkerson

Notary Public

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

My Commission Expires: \_\_\_\_\_



**Grantor's Address:**

**Grantee's Address:** 8434 Dunnivant Drive, Leeds, AL 35094

**Property Address:** 8434 Dunnivant Drive, Leeds, AL 35094

DEPARTMENT OF INSPECTION SERVICES- ZONING DIVISION

1040 PARK DRIVE, LEEDS, AL 35094 P. 205.699.2585 F. 205.699.6558

INSPECTIONS@LEEDSALABAMA.GOV \* leedsalabama.gov

**Part 1. Application**

Name of Applicant: Buena Vista Leeds Landscaping Miguel Castillo

Mailing Address: 8936 Clayton Dr Leeds AL 35094

Telephone: 256 794 3886 E-mail: buenavista.2020@yahoo.com

Signature:

**Part 2. Parcel Data**

Owner of Record: Buena Vista Leeds Landscaping

Owner Mailing Address: 8434 Donnavent Rd Leeds AL 35094

Site Address:

Tax Parcel ID #	Existing Zoning:	Existing Land Use:
25 00 28 1 001 018,000	R2	Empty lot

**Part 3. Request**

Section of Ordinance for which variance is request:

Nature of Variance with Reference to Applicable Zoning Provision:

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

- Written Justification for a Variance
- Vicinity Map
- Plot Plan with variance noted or highlighted
- Copy of Deed as recorded in the Judge of Probate Office
- ~~1st Class Stamp equal to number of surrounding parcels~~
- Administrative Fee

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.

FOR OFFICE USE ONLY	
Application Number:	Date Received: 8/23/22
Received by: 	Scheduled Public Hearing Date:

Michaelann Courington

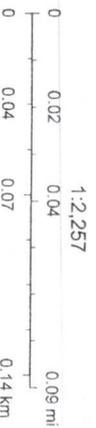


Jefferson County Parcel Look-up

*Vicinity Map*



August 23, 2022



JeffCoAL, Esri, HERE, Garmin, GeoTechnologies, Inc.,  
USGS, EPA, USDA

37 will Lay gravel, to be able to park  
trucks, trailers & equipment...

If possible to get a permit to build a  
fence to protect property...

Buena Vista Leads Landscaping LLC

~~Miguel Castillo~~  
owner

~~8/23/22~~

This Instrument Prepared By:  
Rodney Jamael Davis  
4625 Valleydale Road  
Birmingham, AL 35242  
205-578-1597

**WARRANTY DEED**  
**WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR**

STATE OF ALABAMA, COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS that in consideration of Twenty-One Thousand And No/100 DOLLARS (\$21,000.00) and other valuable considerations to the undersigned GRANTOR in hand paid by the GRANTEEES herein, the receipt whereof is acknowledged I, Silbia Mali Carles Al Cantara (herein referred to as GRANTOR), do hereby GRANT, BARGAIN, SELL and CONVEY unto Buena Vista Leeds Landscaping LLC (herein referred to as GRANTEEES) 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 the County of Jefferson, Alabama, to-wit:

The NW 150 ft of Lot 2, according to the Dorough Martha and William BK 24, PG 44, Probate Office of Jefferson County, Alabama.

This conveyance is made subject to any and all covenants, restrictions, reservations, easements and rights-of-way, if any, heretofore imposed of record affecting said property and municipal zoning ordinances now or hereafter becoming applicable and taxes or assessments now or hereafter becoming due against said property.

TO HAVE AND TO HOLD to the said GRANTEEES 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 their heirs and assigns of 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 GRANTEEES, their heirs and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I have a 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 GRANTEEES, their heirs and assigns forever, against the lawful claims of all persons.

This Instrument Prepared By:  
Rodney Jamael Davis  
4625 Valleydale Road  
Birmingham, AL 35242  
205-578-1597

## WARRANTY DEED

STATE OF ALABAMA, COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **Twenty-One Thousand And No/100 DOLLARS (\$21,000.00)** and other good and valuable consideration paid to the undersigned GRANTOR in hand paid by the GRANTEE herein, the receipt whereof, is hereby acknowledged. I, **Silbia Mali Carles Al Cantara** (herein referred to as GRANTOR), do hereby GRANT, BARGAIN, SELL and CONVEY unto **Buena Vista Leeds Landscaping LLC** (herein referred to as GRANTEE), its heirs and assigns, the following described real estate, situated in the County of Jefferson, and State of Alabama, to wit:

Lot 2, according to the Dorrrough Marthan and William BK 24, PG 44, Probate Office of Jefferson County, Alabama.

This conveyance is made subject to covenants, restrictions, reservations, easements, and rights-of-way, if any, heretofore imposed of record affecting title to said property, municipal zoning ordinances now or hereafter becoming applicable, and taxes or assessments hereafter becoming due against said property.

TO HAVE AND TO HOLD, the aforesaid premises to the said GRANTEE, its heirs and assigns FOREVER.

And GRANTOR does covenant with the said GRANTEE, her heirs and assigns, that she is lawfully seized in fee simple of the aforementioned premises; that it is free from all encumbrances, except as hereinabove provided; that she has a good right to sell and convey the same to the said GRANTEE, its heirs and assigns, and that GRANTOR will WARRANT AND DEFEND the premises to the said GRANTEE, its heirs and assigns forever, against the lawful claims of all persons, except as hereinabove provided.

IN WITNESS WHEREOF I have hereunto set my hands and seals, this 18th day of March, 2022.

*Silbia Mali Carles Al Cantara*

Silbia Mali Carles Al Cantara

STATE OF ALABAMA

COUNTY OF SHELBY

I, a Notary Public, hereby certify that Silbia Mali Carles Al Cantara whose name is signed to the foregoing instrument or conveyance, and who is 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.

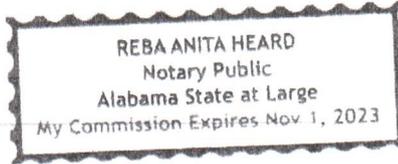
Given under my hand this 18th day of March, A.D. 2022.

*Reba Heard*

Notary Public

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

My Commission Expires: \_\_\_\_\_



Grantor's Address:

Grantee's Address: 8434 Dunnivant Drive, Leeds, AL 35094

Property Address: 8434 Dunnivant Drive, Leeds, AL 35094

IN WITNESS WHEREOF I have hereunto set my hands and seals, this 18th day of March, 2022.

Silbia Mali Carles Alcantara  
Silbia Mali Carles Al Cantara

STATE OF ALABAMA

COUNTY OF SHELBY

I, a Notary Public, hereby certify that Silbia Mali Carles Al Cantara whose name is signed to the foregoing instrument or conveyance, and who is 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.

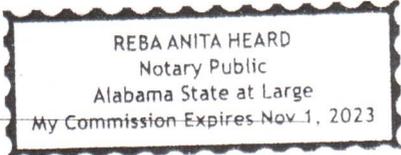
Given under my hand this 18th day of March, A.D. 2022.

Reba Anita Heard

Notary Public

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

My Commission Expires: \_\_\_\_\_



Grantor's Address:

Grantee's Address: 8434 Dunnivant Drive, Leeds, AL 35094

Property Address: 8434 Dunnivant Drive, Leeds, AL 35094



I, Carl Daniel Moore a registered Land Surveyor certify that I have surveyed

TRACT 1

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST 1/4 OF SECTION 28 TOWNSHIP 17 SOUTH RANGE 1 EAST AND RUN NORTH 2 DEGREES 30 MINUTES 00 SECONDS WEST ALONG THE QUARTER-QUARTER LINE 355.0 FEET TO THE SOUTHERLY CORNER OF LOT 2 OF THE MARTHA E AND WILLIAM F DOROUGH HOMESTEAD ACCORDING TO THE SURVEY RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY IN MAP BOOK 24 PAGE 44. THENCE NORTH 46 DEGREES 30 MINUTES 00 SECONDS WEST ALONG SAID LOT 2 908.65 FEET TO THE SOUTHEASTERLY BOUNDARY OF DUNNAVANT-LEEDS ROAD (AL HWY 25). THENCE NORTH 49 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID ROAD BOUNDARY 110.00 FEET TO THE POINT OF BEGINNING OF PROPERTY HEREIN DESCRIBED. THENCE CONTINUE ALONG SAID ROAD NORTH 49 DEGREES 00 MINUTES 00 SECONDS EAST 190.00 FEET TO THE NORTH CORNER OF SAID LOT 2. THENCE SOUTH 46 DEGREES 30 MINUTES 00 SECONDS EAST ALONG THE BOUNDARY OF SAID LOT 2 148.65 FEET TO A FOUND 1/2 INCH REBAR. THENCE SOUTH 49 DEGREES 00 MINUTES 00 SECONDS WEST 190.00 FEET. THENCE NORTH 46 DEGREES 30 MINUTES 00 SECONDS WEST 148.65 FEET TO THE POINT OF BEGINNING, BEING A PART OF THE SAID LOT 2, LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28 TOWNSHIP 17 SOUTH RANGE 1 EAST CITY OF LEEDS, JEFFERSON COUNTY, ALABAMA

TRACT 2

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28 TOWNSHIP 17 SOUTH RANGE 1 EAST AND RUN NORTH 2 DEGREES 30 MINUTES 00 SECONDS WEST ALONG THE QUARTER-QUARTER LINE 355.0 FEET TO THE SOUTHERLY CORNER OF LOT 2 OF THE MARTHA E AND WILLIAM F DOROUGH HOMESTEAD ACCORDING TO THE SURVEY RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY IN MAP BOOK 24 PAGE 44. THENCE NORTH 46 DEGREES 30 MINUTES 00 SECONDS WEST ALONG SAID LOT 2 760.00 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE NORTH 46 DEGREES 30 MINUTES 00 SECONDS WEST 148.65 FEET TO THE SOUTHEASTERLY BOUNDARY OF DUNNAVANT-LEEDS ROAD (AL HWY 25). THENCE NORTH 49 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID ROAD BOUNDARY 110.00 FEET. THENCE SOUTH 46 DEGREES 30 MINUTES 00 SECONDS EAST 148.65 FEET. THENCE SOUTH 49 DEGREES 00 MINUTES 00 SECONDS WEST 110.00 FEET TO THE POINT OF BEGINNING BEING A PART OF THE SAID LOT 2, LOCATED IN THE NORTHWEST QUARTER OF SECTION 28 TOWNSHIP 17 SOUTH RANGE 1 EAST CITY OF LEEDS, JEFFERSON COUNTY ALABAMA

I furthermore certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge information and belief that the correct address is as follows: 8434 Dunnivant Road according to my survey of July 2 2019 Survey is not valid unless it is sealed with embossed seal or stamped in red.

SURVEYING SOLUTIONS INC  
2232 CAHABA VALLEY DRIVE SUITE M  
BIRMINGHAM, AL 35242  
PHONE 205-991-8965

*Carl Daniel Moore*

Carl Daniel Moore, Reg. L.S. #12159

7-8-2019

Date of Signature

Order No 171280  
Purchaser Martinez  
Type of Survey Boundary



JACAD(SUBDIVISION)JEFFERSON COUNTY,DOROUGH HOMESTEAD,LOT2 NW1/4 DOROUGH HOMESTEAD



# GAYNELL HENDRICKS JEFFERSON COUNTY TAX ASSESSOR ASSESSMENT RECORD - 2022

ROOM 170  
716 RICHARD ARRINGTON JR  
BLVD N BIRMINGHAM AL 35203  
Tel: (205) 325-5341  
Printed On: 3/31/2022

This document does not imply ownership

PARCEL: 25 00 28 1 001 018.000  
CORPORATION: I  
OWNER: CANTARA SYLVIA MALI CARLES AL

LAND VALUE 10% \$0  
LAND VALUE 20% \$10,100  
CU VALUE [DEACTIVATED] \$0  
LV 10% WITH CU [DEACTIVATED] \$0

ADDRESS: 300 FOREST WAY  
LEEDS, AL 35094

EXEMPT CODE: []  
OVER 65 CODE:  
PROP. CLASS: 2 [R]  
OVR ASD VALUE:  
MUN CODE: 15 LEEDS  
EXM OVERRIDE AMT: \$0  
HS YEAR: 0  
CLMNT:

TOTAL MARKET VALUE: \$10,100  
Assesment Override:

CLASS USE  
FOREST ACRES: 0  
LAND USE CODE: 0  
PREV. YEAR VALUE: \$10,100  
PARENT PARCEL:  
REMARKS: 2020 STATE R2/22/22 P20-21 (C5) 03032022AH  
Last Modified: 3/31/2022 1:34:48 PM LETTERS  
DEMOLITION FEE FIRE FEE SWMA FEE WEED FEE  
Property Address: 8434 DUNNAVANT RD  
Contiguous Parcels:

MARKET VALUE:  
CU VALUE:  
PENALTY:  
ASSESSED VALUE:

ASSMT. FEE:  
PVT CODE:  
BOE VALUE:

CURR ASSMT: [NONE] MTG CODE: - LOAN: ACCOUNT NO: 354223  
Sort Code: 354223

ASSESSMENT/TAX	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	15	\$2,020	\$13.13	\$0	\$0.00	\$13.13
COUNTY	2	15	\$2,020	\$27.27	\$0	\$0.00	\$27.27
SCHOOL	2	15	\$2,020	\$16.56	\$0	\$0.00	\$16.56
DIST SCHOOL	2	15	\$2,020	\$0.00	\$0	\$0.00	\$0.00
CITY	2	15	\$2,020	\$18.58	\$0	\$0.00	\$18.58
FOREST	2	15	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	2	15	\$2,020	\$10.30	\$0	\$0.00	\$10.30
SPC SCHOOL2	2	15	\$2,020	\$33.94	\$0	\$0.00	\$33.94

ASSD. VALUE: \$2,020.00 TAXABLE VALUE: \$10,100.00  
EXMT. TAX: \$0.00 TOTAL MILLAGE: 59.3 \$119.78 ESTIMATED TOTAL: \$119.78

INSTRUMENTS		SALES INFORMATION			
INST NUMBER	DATE	SALE DATE	SALE PRICE	SALE TYPE	RATIOABLE
2020067553	6/29/2020	6/29/2020	\$10,000	Land	NO D - 2
2019056699	6/7/2019	6/7/2019	\$10,000	Land	NO D - 2
200211-2639 *	04/05/2002	4/1/2002	\$10	Land	NO F - 2
2948-399 *	06/08/1986				
200211-2639 *	1/1/1900				

BOOK:2020 PAGE:067553  
BOOK:2019 PAGE:056699  
BOOK:200211 PAGE:002639

### LEGAL DESCRIPTION

MAP NUMBER: 25 00 28 1 001 CODE1: 0 CODE2: 0  
SUB DIVISION1: DOROUGH MARTHA & WILLIAM  
SUB DIVISION2:

MAP BOOK: 24 PAGE: 44  
MAP BOOK: 0 PAGE: 0

PRIMARY LOT: 2 PRIMARY BLOCK:

SECTION1 28 TOWNSHIP1 17S RANGE1 01E  
SECTION2 0 TOWNSHIP2 0 RANGE2 0  
SECTION3 0 TOWNSHIP3 0 RANGE3 0  
SECTION4 0 TOWNSHIP4 0 RANGE4 0  
LOT DIM1 0.00 LOT DIM2 0.00 ACRES 0.000

SQ FT 0.000

METES AND BOUNDS:  
REMARKS:

THE NW 150 FT OF LOT 2 DOROUGH HOMESTEAD PB 24 PG 44  
300 X 150

3/31/2022 SOLD 2020  
3/31/2022 SOLD 2012  
Tax Year  
2022  
2021  
2020  
2019  
2018  
2017  
2016  
2015

TAX SALE  
SOLD 5/25/2021 FOR 2020 TAXES FROM: CHAVEZ MARIA TO: SIMS WESLEY -- DOC #13-40  
SOLD 6/5/2013 FOR 2012 TAXES FROM: METRO BANK TO: STATE OF ALABAMA -- DOC #15-15

Entity Name	Mailing Address
CANTARA SYLVIA MALI CARLES AL	300 FOREST WAY, LEEDS AL - 35094
SIMS WESLEY	500 KAREY DR, BIRMINGHAM AL - 35215
CHAVEZ MARIA	300 FOREST WAY, LEEDS AL - 35094
C/O AL CANTARA SYLVIA MALI CARLES	
JIMMY R AND CHARLOTTE J ISBELL	225 SPRUCE STREET, LEEDS AL - 35094
C/O CHAVEZ MARIA	
JIMMY R AND CHARLOTTE J ISBELL	58285 HWY 25, LEEDS AL - 35094
JIMMY R AND CHARLOTTE J ISBELL	58285 HWY 25, LEEDS AL - 35094
JIMMY R AND CHARLOTTE J ISBELL	58285 HWY 25, LEEDS AL - 35094
JIMMY R AND CHARLOTTE J ISBELL	58285 HWY 25, LEEDS AL - 35094
JIMMY R AND CHARLOTTE J ISBELL	58285 HWY 25, LEEDS AL - 35094

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CERTIFICATE OF REDEMPTION OF INDIVIDUAL SALE  
 STATE OF ALABAMA  
 JEFFERSON COUNTY TAX COLLECTOR  
 1975 Code Title 40-10-127

Whereas, on the 25th day of May, 2021 the real property hereinafter described was sold in substantial conformity with all the requisitions of the statutes in such case made and provided by J.T. Smallwood, Tax Collector of Jefferson County, to SIMS WESLEY for the taxes, interest, penalties and cost, then due and remaining unpaid on said property; and where CANTARA SYLVIA MALI CARLES AL has made an application to redeem said land described as follows:

Parcel ID: 25 00 28 1 001 018.000      MUN CODE: 15      I/S:

THE NW 150 FT OF LOT 2 DOROUGH HOMESTEAD PB 24 PG 44

situated in Jefferson County, Alabama.

Now, therefore, I, J.T. Smallwood, Tax Collector of Jefferson County, being satisfied that CANTARA SYLVIA MALI CARLES AL is the owner of said property, and has a right to redeem the same, do certify that said

CANTARA SYLVIA MALI CARLES AL  
 300 FOREST WAY  
 LEEDS, AL 35094

has deposited with me on this the 22nd day of February, 2022

**\*\*Two Hundred Fifty Eight Dollars and Fifty Seven Cents\*\***

for the redemption of the above referenced property.

RECEIPT: M17558915

PAID BY: CANTARA SYLVIA MALI CARLES AL

YR	CL	EXMT	TAX	INT	TOTAL
2020	2		\$172.06	\$10.29	\$182.35
2021	3		\$60.48	\$0.74	\$61.22

CASH:           \$258.57  
 CHECK:         \$0.00  
 M.O./OTHER:   \$0.00  
 TRANSACTION NBR: 5426580

REDEMPTION FEES: \$15.00  
**AMT PAID:       \$258.57**

# Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

## Closing Information

**Date Issued**  
**Closing Date** 03/18/2022  
**Disbursement Date** 03/18/2022  
**Settlement Agent** Noble Title & Escrow  
 Alabama, LLC  
**File #** 2022030090H  
**Property** 8434 Dunnivant Drive  
 Leeds, AL 35094  
  
**Sale Price** \$21,000

## Transaction Information

**Buyer** Miguel Castillo Madrigal  
  
**Seller** Silvia Mali Carles Al Cantara  
 8434 Dunnivant Drive  
 Leeds, AL 35094  
  
**Lender**

## Loan Information

**Loan Term** 30 years  
**Purpose** Purchase  
**Product**  
**Loan Type**  Conventional  FHA  
 VA   
**Loan ID #**  
**MIC #**

Loan Terms	Can this amount increase after closing?	
<b>Loan Amount</b>	\$0	<b>NO</b>
<b>Interest Rate</b>	0%	<b>NO</b>
<b>Monthly Principal &amp; Interest</b> <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$0.00	<b>NO</b>
<b>Prepayment Penalty</b>	<b>Does the loan have these features?</b>	
	<b>NO</b>	
<b>Balloon Payment</b>	<b>NO</b>	

Projected Payments	Years 1-30	
<b>Payment Calculation</b>		
Principal & Interest		\$0
Mortgage Insurance	+	-
Estimated Escrow <i>Amount can increase over time</i>	+	-
<b>Estimated Total Monthly Payment</b>	\$0	
<b>Estimated Taxes, Insurance &amp; Assessments</b> <i>Amount can increase over time See page 4 for details</i>	\$0 a month	<b>This estimate includes</b> <input type="checkbox"/> Property Taxes <input type="checkbox"/> Homeowner's Insurance  <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>
		<b>In escrow?</b>

Costs at Closing		
<b>Closing Costs</b>	\$734.00	Includes \$387.50 in Loan Costs + \$346.50 in Other Costs. See page 2 for details.
<b>Cash to Close</b>	\$21,706.16	Includes Closing Costs. See Calculating Cash to close on page 3 for details.

Document Information:

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Instrument #	2022034343
Book/Page	
Record Date	03/24/2022 02:21:25 PM
Book Type	LR
Doc Type	DEEDS
Recording with MTG	True
# of Pages	2
ADD NAME	0
Grantor	CANTARA SILBIA MALI CARLES AL
Grantee	BUENA VISTA LEEDS LANDSCAPING LLC
# of Names	2
Sale Amount	\$21,000.00
MTG Amount	\$0.00
Mineral Tax	\$0.00
NO TAX FEE	False
NO FEE	False

### Closing Cost Details

Loan Costs	Buyer-Paid		Seller-Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
<b>A. Origination Charges</b>	<b>\$0.00</b>				
01 % of Loan Amount (Points)					
02					
03					
04					
05					
06					
07					
08					
<b>B. Services Buyer Did Not Shop For</b>	<b>\$0.00</b>				
01					
02					
03					
04					
05					
06					
07					
08					
09					
10					
<b>C. Services Buyer Did Shop For</b>	<b>\$337.50</b>				
01 Title - Closing Fee to Noble Title & Escrow Alabama, LLC	\$162.50		\$162.50		
02 Title - Search Fee to Extreme Abstract Incorporated	\$112.50		\$112.50		
03 Title - Title Commitment Fee to Fidelity National Title Insurance Comp	\$62.50		\$62.50		
04					
05					
06					
<b>D. TOTAL LOAN COSTS (Buyer-Paid)</b>	<b>\$337.50</b>				
Loan Costs Subtotals (A + B + C)	\$337.50				
<b>Other Costs</b>					
<b>E. Taxes and Other Government Fees</b>	<b>\$21.50</b>				
01 Recording Fees Deed: \$22.00 Mortgage:	\$11.00		\$11.00		
02 State Transfer Tax to Jefferson County Judge of Probate	\$10.50		\$10.50		
03					
<b>F. Prepays</b>	<b>\$0.00</b>				
01 Homeowner's Insurance Premium (12 mo.)					
02 Mortgage Insurance Premium ( mo.)					
03 Prepaid Interest ( per day from 3/18/2022 to 4/1/2022)	\$0.00				
04 Property Taxes ( mo.)					
05					
<b>G. Initial Escrow Payment at Closing</b>	<b>\$0.00</b>				
01 Homeowner's Insurance					
02 Mortgage Insurance					
03 Property Taxes					
04					
05					
06					
07					
08 Aggregate Adjustment					
<b>H. Other</b>	<b>\$387.50</b>				
01 Attorney Fees to Rodney Jamael Davis	\$75.00		\$75.00		
02 Commission - Listing Agent to Four Star Realty LLC	\$250.00				
03 Commission - Selling Agent to Four Star Realty LLC	\$0.00		\$250.00		
04 Title - Owner's Title Insurance (optional) to Noble Title & Escrow Ala	\$62.50		\$62.50		
05					
06					
<b>I. TOTAL OTHER COSTS (Buyer-Paid)</b>	<b>\$409.00</b>				
Other Costs Subtotals (E + F + G + H)	\$409.00				

# Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

### Closing Information

**Date Issued**  
**Closing Date** 03/18/2022  
**Disbursement Date** 03/18/2022  
**Settlement Agent** Noble Title & Escrow  
 Alabama, LLC  
**File #** 2022030090H  
**Property** 8434 Dunnivant Drive  
 Leeds, AL 35094  
**Sale Price** \$21,000

### Transaction Information

**Buyer** Buena Vista Leeds Landscaping LLC  
**Seller** Silbia Mali Carles Al Cantara  
 8434 Dunnivant Drive  
 Leeds, AL 35094  
**Lender**

### Loan Information

**Loan Term** 30 years  
**Purpose** Purchase  
**Product**  
**Loan Type**  Conventional  FHA  
 VA   
**Loan ID #**  
**MIC #**

Loan Terms		Can this amount increase after closing?
<b>Loan Amount</b>	\$0	<b>NO</b>
<b>Interest Rate</b>	0%	<b>NO</b>
<b>Monthly Principal &amp; Interest</b> <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$0.00	<b>NO</b>
<b>Does the loan have these features?</b>		
<b>Prepayment Penalty</b>		<b>NO</b>
<b>Balloon Payment</b>		<b>NO</b>

Projected Payments		
Payment Calculation	Years 1-30	
Principal & Interest		\$0
Mortgage Insurance	+	-
Estimated Escrow <i>Amount can increase over time</i>	+	-
<b>Estimated Total Monthly Payment</b>		\$0
<b>Estimated Taxes, Insurance &amp; Assessments</b> <i>Amount can increase over time See page 4 for details</i>	\$0 a month	<b>This estimate includes</b> <input type="checkbox"/> Property Taxes <input type="checkbox"/> Homeowner's Insurance  <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>
		<b>In escrow?</b>

Costs at Closing		
<b>Closing Costs</b>	\$746.50	Includes \$337.50 in Loan Costs + \$409 in Other Costs. <i>See page 2 for details.</i>

**Calculating Cash to Close**

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$0	\$746.50	YES
Closing Costs Paid Before Closing	\$0	\$0	NO
Closing Costs Financed (Paid from your Loan Amount)	\$0	\$0	NO
Down Payment/Funds from Buyer	\$0	\$21,000.00	YES
Deposit	\$0	\$0	NO
Funds for Buyer	\$0	\$0	NO
Seller Credits	\$0	\$0	NO
Adjustments and Other Credits	\$0	-\$27.84	YES
<b>Cash to Close</b>	\$0	\$21,718.66	

**Summaries of Transactions**

Use this table to see a summary of your transaction.

**BUYER'S TRANSACTION**

**K. Due from Buyer at Closing \$21,746.50**

01 Sale Price of Property	\$21,000.00
02 Sale Price of Any Personal Property Included in Sale	
03 Closing Costs Paid at Closing (J)	\$746.50
04	

**Adjustments**

- 05
- 06
- 07

**Adjustments for Items Paid by Seller in Advance**

- 08 City/Town Taxes
- 09 County Taxes
- 10 Assessments
- 11
- 12
- 13
- 14
- 15

**L. Paid Already by or on Behalf of Buyer at Closing \$27.84**

01 Deposit	
02 Loan Amount	
03 Existing Loan(s) Assumed or Taken Subject to	
04	
05 Seller Credit	

**Other Credits**

- 06
- 07

**Adjustments**

- 08
- 09
- 10
- 11

**Adjustments for Items Unpaid by Seller**

12 City/Town Taxes	
13 County Taxes	
14 Assessments	\$27.84
15	
16	
17	

**CALCULATION**

**SELLER'S TRANSACTION**

**M. Due to Seller at Closing \$21,000.00**

01 Sale Price of Property	\$21,000.00
02 Sale Price of Any Personal Property Included in Sale	
03	
04	

**Adjustments**

- 05
- 06
- 07
- 08

**Adjustments for Items Paid by Seller in Advance**

- 09 City/Town Taxes
- 10 County Taxes
- 11 Assessments
- 12
- 13
- 14
- 15
- 16

**N. Due from Seller at Closing \$774.34**

01 Excess Deposit	
02 Closing Costs Paid at Closing (J)	\$746.50
03 Existing Loan(s) Assumed or Taken Subject to	
04 Payoff of First Mortgage Loan	
05 Payoff of Second Mortgage Loan	
06	
07	

**Other Credits**

- 08 Seller Credit
- 09

- 10
- 11
- 12
- 13

**Adjustments for Items Unpaid by Seller**

14 City/Town Taxes	
15 County Taxes	\$27.84
16 Assessments	
17	
18	
19	

**CALCULATION**

## Additional Information About This Loan

### Loan Disclosures

#### Assumption

If you sell or transfer this property to another person, your lender

- will allow, under certain conditions, this person to assume this loan on the original terms.
- will not allow assumption of this loan on the original terms.

#### Demand Feature

Your loan

- has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- does not have a demand feature.

#### Late Payment

If your payment is more than \_\_\_\_\_ days late, your lender will charge a late fee of \_\_\_\_\_.

#### Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and, your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- do not have a negative amortization feature.

#### Partial Payments

Your lender

- may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

#### Security Interest

You are granting a security interest in 8434 Dunnavant Drive, Leeds, AL 35094.

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

#### Escrow Account

For now, your loan

- will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your escrowed property costs:
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs:  You may have other property costs.
Initial Escrow Payment		A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment		The amount included in your total monthly payment.

- will not have an escrow account because  you declined  your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

#### No Escrow

Estimated Property Costs over Year 1	\$0.00	Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee	\$0.00	

#### In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

**Loan Calculations**

<b>Total of Payments.</b> Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	
<b>Finance Charge.</b> The dollar amount the loan will cost you.	
<b>Amount Financed.</b> The loan amount available after paying your upfront finance charge.	
<b>Annual Percentage Rate (APR).</b> Your costs over the loan term expressed as a rate. This is not your interest rate.	
<b>Total Interest Percentage (TIP).</b> The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	

**Questions?** If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at [www.consumerfinance.gov/mortgage-closing](http://www.consumerfinance.gov/mortgage-closing)

**Other Disclosures**

**Appraisal**  
If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

**Contract Details**  
See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

**Liability after Foreclosure**  
If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan.

state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.

state law does not protect you from liability for the unpaid balance.

**Refinance**  
Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

**Tax Deductions**  
If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

**Contact Information**

Name	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
			Four Star Realty LLC	Four Star Realty LLC	Noble Title & Escrow Alabama, LLC
<b>Address</b>			13811 US Hwy 411 Ste 200 Odenville, AL 35120	13811 US Hwy 411 Ste 200 Odenville, AL 35120	4625 Valleydale Rd Birmingham, AL 35242
<b>NMLS ID</b>					
<b>AL License ID</b>					
<b>Contact</b>					Rodney Davis
<b>Contact NMLS ID</b>					
<b>Contact AL License ID</b>					
<b>Email</b>					nobletitleandescrowalabama@gmail.com
<b>Phone</b>					205-575-3933

LIMITED TERM

FN DRIVER LICENSE

**ALABAMA**



NO. 8318706 CLASS D  
D.O.B. 12-01-1980 EXP 09-30-2022

MIGUEL CASTILLO MADRIGAL  
8936 CLAYTON DR  
LEEDS AL 35094-1384  
ENDORSEMENTS  
ISS 09-28-2018

REST  
SEX M HT 5-10 EYES BRO  
WT 160 HAIR BLK

Secretary Hal Taylor  
Secretary of Law Enforcement



**File Attachments for Item:**

3. A22-000015 - A request by Carlos Gonzalez, Applicant and Owner, to allow for an accessory structure which exceed the maximum permitted for the district and to allow for use not permitted in R-3 Multi-Family District, located at 7720 France Ave, 35094, TPID: 2500174038006000.

# NOTICE OF PUBLIC HEARING

City of Leeds, Alabama  
Zoning Board of Adjustments

## APPLICATION

An application for Variance application for an accessory building ( as depicted in the application.

### Zoning Board of Adjustments

The Zoning Board of Adjustments is vested with the responsibility and authority of authorizing variances that 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>	A22-000015
<b>APPLICANT NAME:</b>	CARLOS GONZALEZ
<b>PROPERTY OWNER:</b>	GONZALEZ JUAN CARLOS
<b>TAX PARCEL ID#S:</b>	2500174038006000
<b>PROPERTY ADDRESS:</b>	7720 FRANCE AVE U1; LEEDS, AL 35094
<b>PROPERTY ZONING:</b>	R-3: MULTI-FAMILY 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: November 15, 2022  
Time: 5:00 p.m.  
Place: Leeds Annex Meeting Room  
1412 9th St  
Leeds, AL 35094

**Public Information:** Any interested persons or their representatives 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)

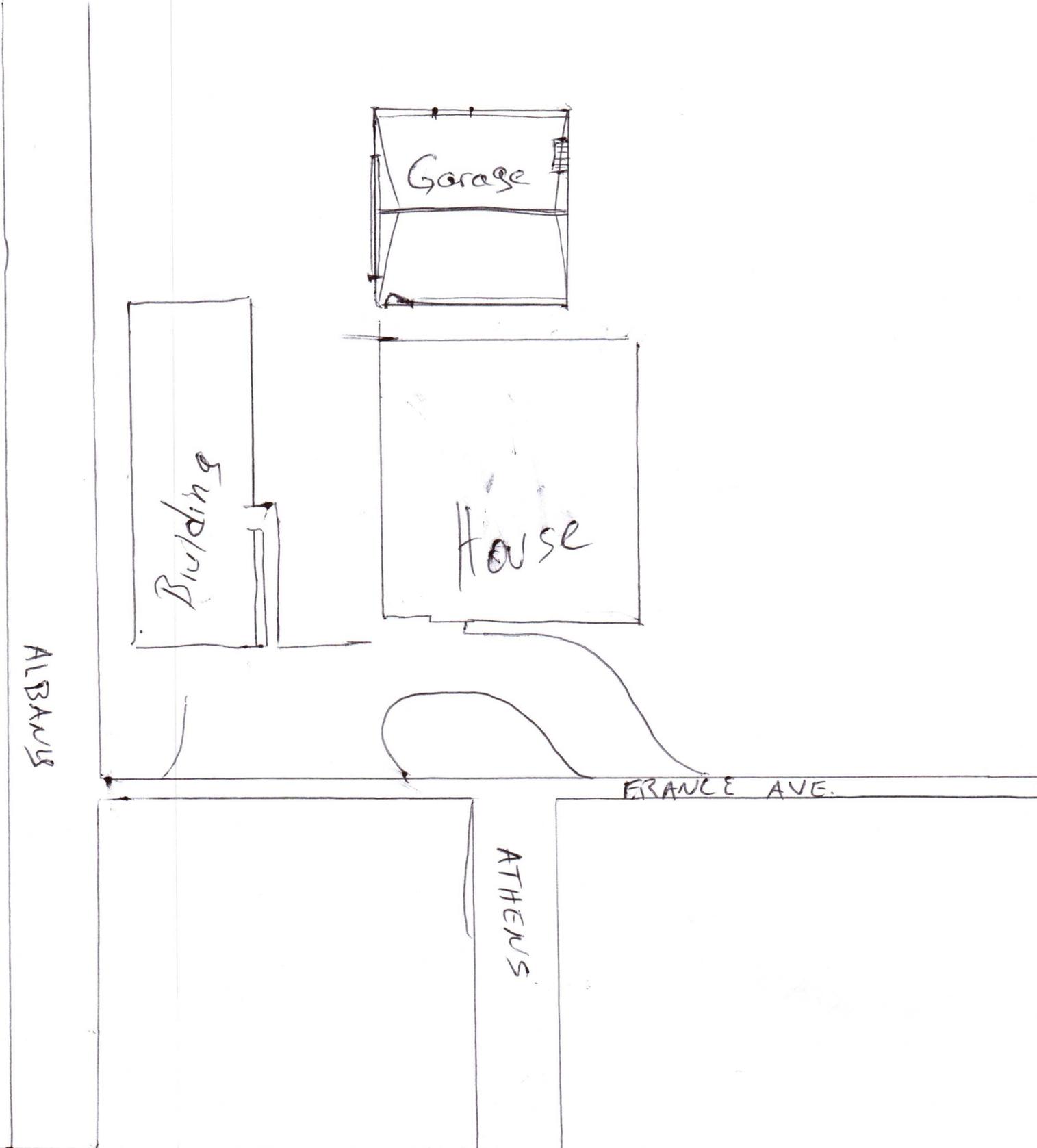
#### Mailing Address:

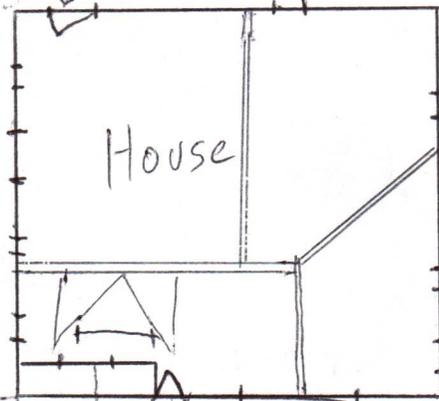
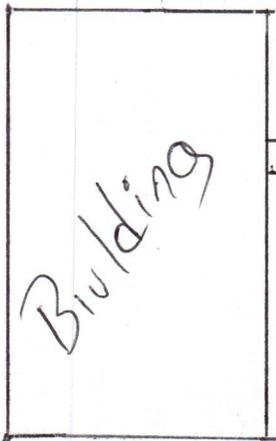
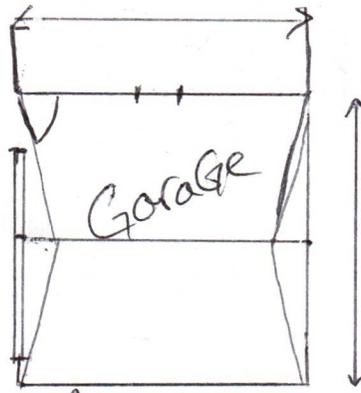
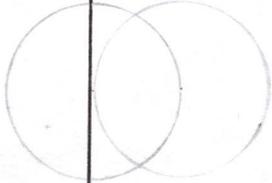
Leeds Zoning Board of Adjustments  
c/o Development Services  
1404 9th Street  
Leeds, AL 35094



Vicinity Map

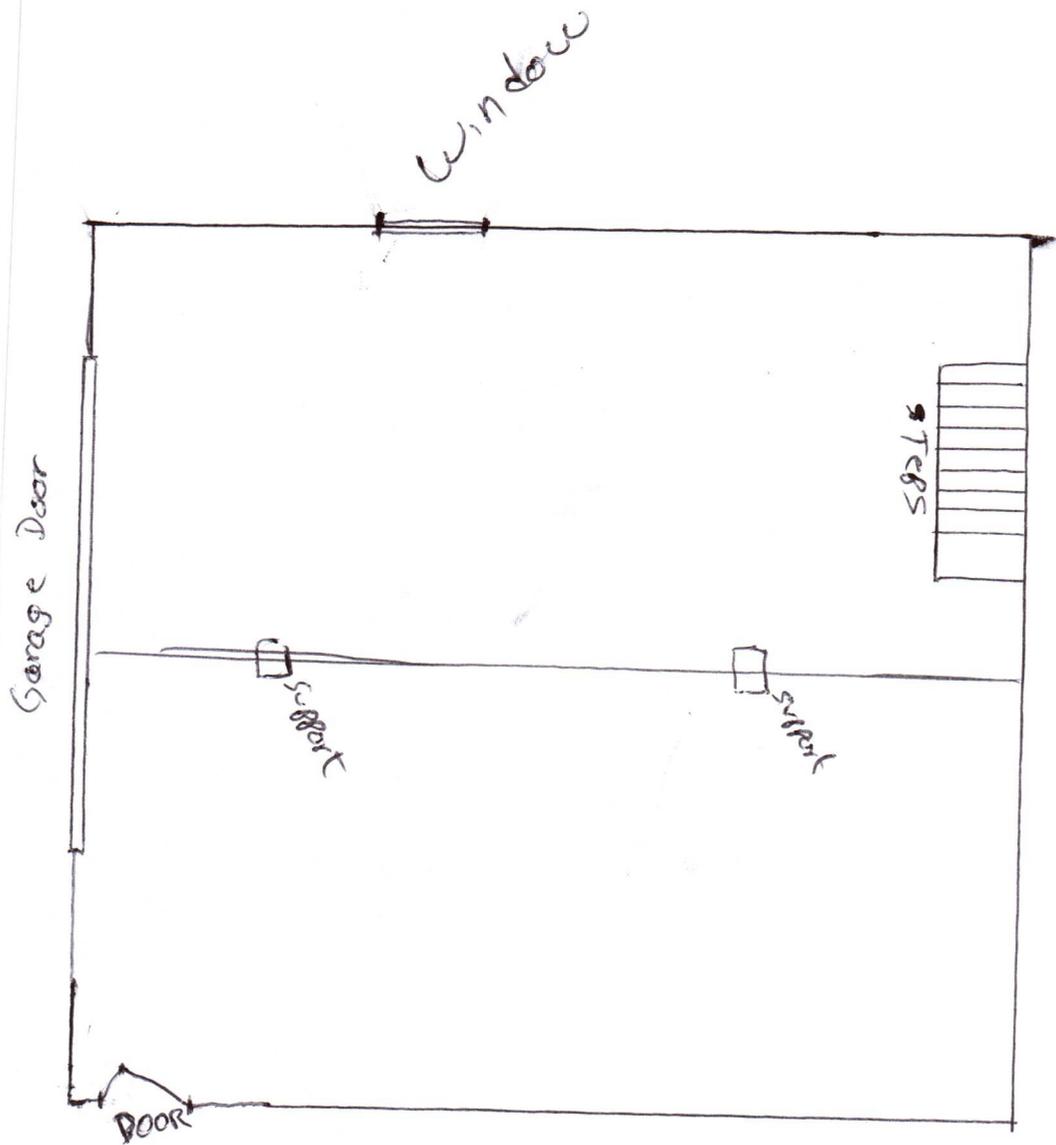
7720 France Ave. Leeds

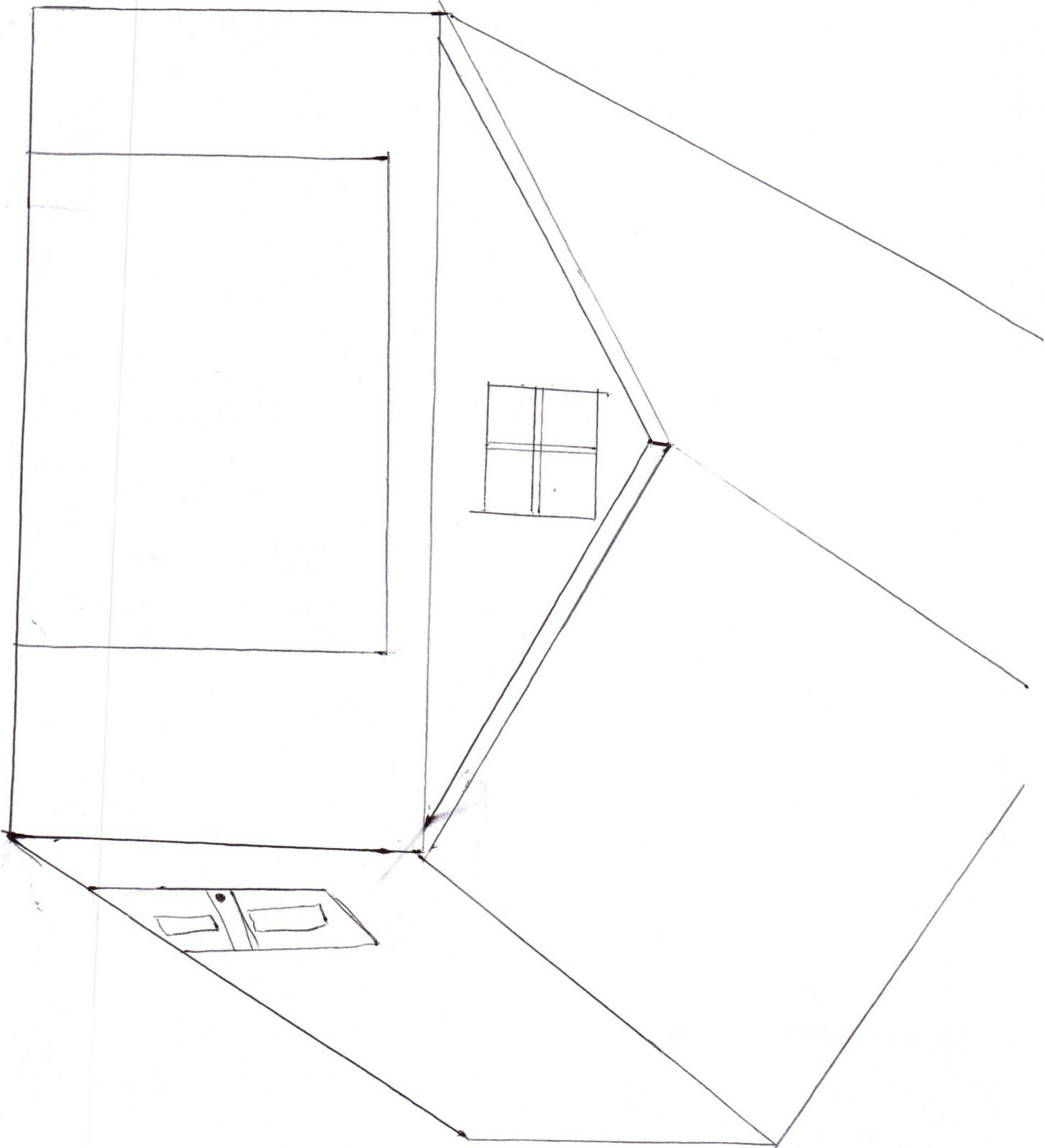




H = Windows  
D = Doors









**Judge James P. Naftel and Judge Sherri C. Friday**  
 Judge of Probate  
 Jefferson County Courthouse  
 716 Richard Arrington Jr. Blvd. North  
 Birmingham, AL 35203  
 (205) 325-5300

**CUSTOMER INFORMATION**

OTC

**TRANSACTION INFORMATION**

Transaction #:	11014605	Source Code:	Over the Counter
Receipt #:	1382832	Return Code:	Over the Counter
Cashier Date:	09/19/2022	Comments:	
Print Date:	09/19/2022		
Cashier By:	BENNY		

**MISCELLANEOUS**

Instrument.:

From:

To:

Comments:

COPY

\$2.00

Document Total:

\$2.00

PAYMENT: CC IPASS

visa55ee66c0

AMOUNT:

\$2.00

Credit Card Fee:

\$0.07

Void / Revised Reason:

Credit Card Amount

\$0.00

Credit Card Fee

\$0.07

Signature \_\_\_\_\_

Authorization

55ee66c0

Total Payments: \$ 2.00

Total Fees:

\$ 2.00

Shortage: \$ 0.00

Overage: \$ 0.00

Total Change Returned:

\$ 0.00

THIS INSTRUMENT WAS PREPARED WITHOUT BENEFIT OF TITLE.  
LEGAL DESCRIPTION WAS PROVIDED BY GRANTEE.

This instrument was prepared by:  
Mike T. Atchison  
Attorney At Law, Inc.  
P O Box 822  
Columbiana, AL 35051

Send Tax Notice to:  
Juan Carlos Gonzalez Cruz  
316 Mills Way  
Pelham, AL 35124

**WARRANTY DEED**

STATE OF ALABAMA)  
COUNTY OF Jefferson )

KNOW ALL MEN BY THESE PRESENTS, That in consideration of **ONE HUNDRED SEVEN THOUSAND NINE HUNDRED TWENTY DOLLARS and NO/00 (\$107,920.00)**, and other good and valuable considerations to the undersigned grantor, in hand paid by grantee herein, the receipt whereof is acknowledged, I or we, **Juan Carlos Gonzalez, a married man** (herein referred to as **Grantors**), grant, bargain, sell and convey unto, **Juan Carlos Gonzalez Cruz** (herein referred to as **Grantee**), the following described real estate, situated in: Jefferson County, Alabama, to-wit:

Lots 1, 2, 3 and 4, Block 2, according to the survey of J. W. McLaughlin as recorded in Map Book 16, Page 97, in the Office of the Judge of Probate of Jefferson County, Alabama.

**SUBJECT TO:**

- 1. Ad valorem taxes due and payable October 1, 2017.
- 2. Easements, restrictions, rights of way, and permits of record.

This is not the homestead of the grantor or their spouse herein.

**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, and 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, heirs, executors and assigns forever, against the lawful claims of all persons.

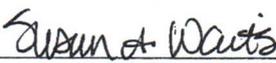
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 24th day of May, 2017.

  
\_\_\_\_\_  
Juan Carlos Gonzalez

STATE OF ALABAMA)  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Juan Carlos Gonzalez**, 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24th day of May, 2017.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: March 23, 2021



Real Estate Sales Validation Form

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

Grantor's Name Juan Carlos Gonzalez
Mailing Address 316 Mills Way
Pelham, AL 35124

Grantee's Name Juan Carlos Gonzalez Cruz
Mailing Address 316 Mills Way
Pelham, AL 35124

Property Address 7720 France Avenue
Leeds, AL 35094

Date of Sale
Total Purchase Price \$
or
Actual Value \$
or
Assessor's Market Value \$ 107,920.00

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)

- Bill of Sale
Sales Contract
Closing Statement
Appraisal
Other

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 05/24/2017
Unattested (verified by)
Print Juan Carlos Gonzalez Cruz
Sign [Signature]

 DRIVER LICENSE

 **ALABAMA**

NO. 9521838 CLASS D  
D.O.B. 07-25-1974 EXP 02-25-2024

JUAN CARLOS  
GONZALEZ CRUZ  
7720 FRANCE AVE  
LEEDS AL 35094-7100

ENDORSEMENTS  
ISS 03-25-2022 REST A  
SEX M HT 5-05 EYES BRO  
WT 157 HAIR BLK



Secretary Hal Taylor  
Secretary of Law Enforcement

**File Attachments for Item:**

4. A22-000016 - A request by Nina Johnson, Applicant, Warehouse Properties, Inc., Owner, to allow a gym at 8210 Edwards Ave, 35094, TPID: 2500163014002000;; Zoned: I-1, Light Industrial District.

10/08/2022

To whom it may concern;

I am applying for a variance for 8210 Edwards Ave, to place a gym in an "I1" zoned building.

I am really excited and eager to bring a gym of this sort (CrossFit style) to Leeds. There are not many buildings available in downtown that can be suitable for a CrossFit, and when we found this location we knew it was the perfect space.

It is a perfect location due to the size, ceiling height, open floor plan, and not in a busy location for customers/clients to run safely.

I do not believe any of our activities will be at all disruptive to our neighbors, and in fact I believe this will bring more awareness and benefit to the surrounding businesses - such as Between The Tracks Produce Market and Venue 24 Between The Tracks.

Thank you for your time and consideration of this matter.

Nina Jordan

*Nina Jordan*

A22-000016

8210 Edwards Ave - Variance Paperwork

THIS INSTRUMENT PREPARED BY:  
BARNES, TUCKER & BARNES, P.C.  
8028 PARKWAY DRIVE  
LEEDS, ALABAMA 35094  
205-699-5000

Send Tax Notice To:

**CORRECTIVE  
LLC FORM WARRANTY DEED**



20081229001678500 1/2  
Bk: LR200813 Pg: 8219  
Jefferson County, Alabama  
I certify this instrument filed on  
12/29/2008 11:30:38 AM D  
Judge of Probate- Alan L. King

STATE OF ALABAMA  
JEFFERSON COUNTY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of TEN AND NO/100 (\$10.00) DOLLARS to the undersigned Grantor, FALLETTA CONTRACTING COMPANY, INC. , a Limited liability company, (herein referred to as Grantor) in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto WAREHOUSE PROPERTIES, INC. (herein referred to as GRANTEE), whether one or more), the following described real estate, situated in ST. CLAIR County, Alabama, to-wit:

SEE ATTACHED EXHIBIT "A"

THIS CORRECTIVE DEED IS BEING PREPARED TO CORRECT THE LEGAL IN THE ORIGINAL DEED RECORDED IN INSTRUMENT 200417/2793

**SUBJECT TO:**

1. Taxes for the year 2008 and subsequent years.
2. Easements, restrictions, reservations, rights-of-way, limitations, covenants and conditions of record, if any.
3. Mineral and mining rights, if any.

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

Said Deed was prepared without the benefit of title insurance or title examination, legal description was provided by the grantor.

And said Grantor does for itself, its successors and assigns, covenant with the said GRANTEE, his, her or their heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, that it has a good right to sell and convey the same as aforesaid, and that it will, and its successors and assigns shall, warrant and defend the same to the said GRANTEE, his, her or their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Grantor by its Vice President, KELLY L. FALLETTA who is authorized to execute this conveyance, hereto set its signature and seal this the 29 day of DECEMBER, 2008.

FALLETTA CONTRACTING COMPANY, LLC  
*Kelly L. Falletta*  
BY: KELLY L. FALLETTA, VICE PRESIDENT

STATE OF ALABAMA  
ST. CLAIR COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that KELLY L. FALLETTA as Vice President of a Fallatta Contracting Company, LLC. A limited liability company 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, he, as such member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 29 day of ~~APRIL~~ December 2008.

My Commission Expires: [Signature]

Notary Public  
STATE OF ALABAMA - JEFFERSON COUNTY  
I hereby certify that no mortgage tax or deed tax has been collected on this instrument.  
*Alan L. King*  
Judge of Probate  
"NO TAX COLLECTED"





### DESIGNATION OF AUTHORIZED AGENT/ATTORNEY-IN-FACT

The undersigned owner/owners of the property described in the application hereby designate Nina Jordan as the authorized agent/attorney-in-fact with the following powers and authority to do all things that may be required in order to apply for a variance/rezoning on said property including but not limited to completion and execution of applications, receipt of notices, execution of acknowledgments, attendance and presentations of evidence at all hearings and execution of agreements.

Warehouse Properties, LLC  
OWNER

Member Kelly F. Washburn  
OWNER

8316 Parkway Dr. Suite 116  
ADDRESS

Leeds, AL 35094

205-281-2406  
TELEPHONE NUMBER

#### AUTHORIZED AGENT/ATTORNEY-FACT:

Nina Jordan  
NAME

9246 Claridge Dr  
ADDRESS

Leeds, AL 35094

(413) 854-1431  
TELEPHONE NUMBER

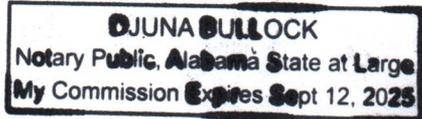
State of Alabama

I, the undersigned Notary Public, hereby certify that Kelly F. Washburn, whose name(s) is/are signed to the foregoing DESIGNATION OF AUTHORIZED AGENT/ATTORNEY-IN-FACT has/have acknowledged to me under oath that they have read and understand the foregoing and executed same before me on this day.

Given under my hand and Official Seal this 11 day of October, 2022

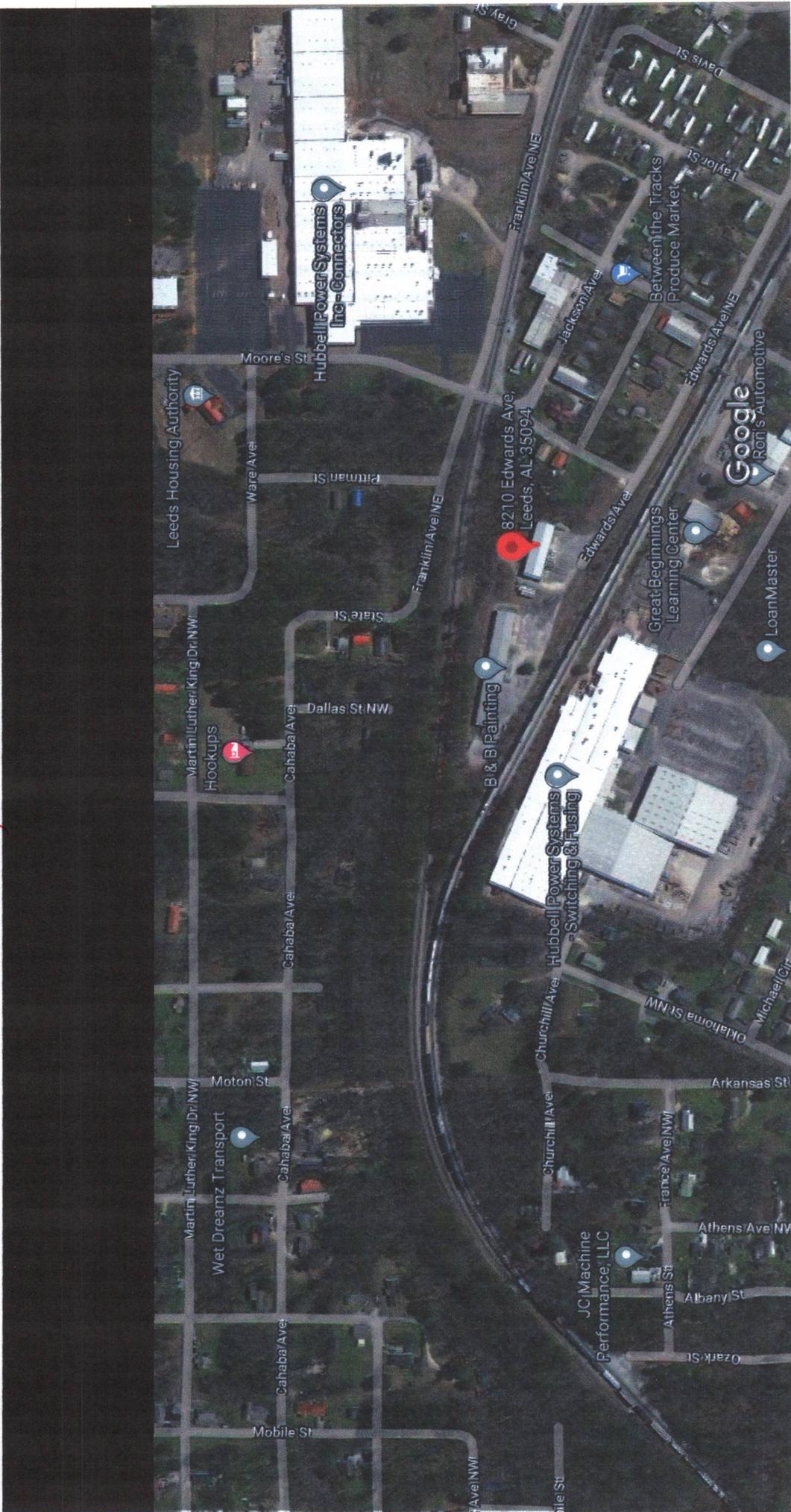
Djuna Bullock

Commission Expires: 9-12-25



*Page 1 of 3*  
*Locality Map*

Google Maps 8210 Edwards Ave



Imagery ©2022 Maxar Technologies, USDA/FPAC/GEO, Map data ©2022 200 ft



Vacinity Map Page 2 of 3

Site 104 + 108



### 8210 Edwards Ave

Building

-   
Directions
-   
Save
-   
Nearby
-   
Send to phone
-   
Share

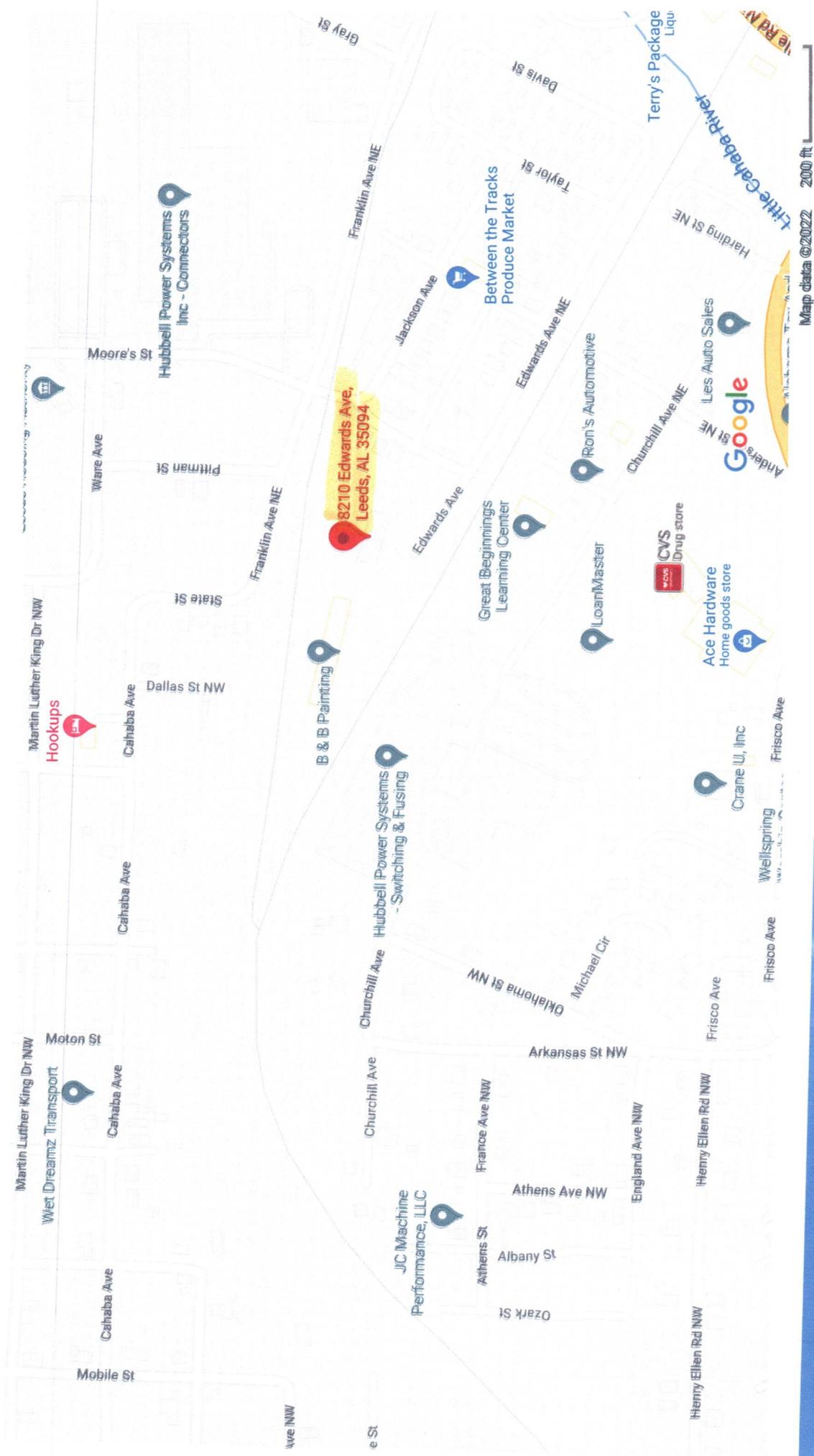
 8210 Edwards Ave, Leeds, AL 35094

### Photos



Vacinity Map page 3 of 3

Google Maps 8210 Edwards Ave



20081229001678500 2/2  
 Bk: LR200813 Pg: 8219  
 Jefferson County, Alabama  
 12/29/2008 11:30:38 AM D  
 Fee - \$9.00

EXHIBIT "A"

Total of Fees and Taxes-\$9.00  
 LASHUNTA

An Acreage tract situated in the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 16, Township 17 South, Range 1 East, Jefferson County, Alabama and being more particularly described as follows:

Commence at the Northeast corner of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 17; thence run South along the East line of said  $\frac{1}{4}$   $\frac{1}{4}$  for 12.80 feet; thence turn  $11^{\circ}47'12''$  right and run Southwesterly for 60.22 feet to a point 20.0 feet East on the Northeast corner of a metal building; thence turn  $0^{\circ}34'55''$  left and run Southwesterly and parallel to said building for 144.91 feet to a point on; thence turn  $72^{\circ}02'42''$  right and run Southwesterly for 82.17 feet to the point of beginning of the parcel herein described; thence continue Southwesterly along same course for 37.68 feet; thence turn an angle to the right of  $8^{\circ}32'19''$  and run Southwesterly for 152.33 feet to a point, said point also being the Southwestern most corner of Lot 1, Block 2 of Owen's 2nd Addition to Leeds, recorded in Map Book 27, page 8 in the Probate Judge of Jefferson County, thence turn  $83^{\circ}46'50''$  to the left and run along the Westerly line of said Block 2, Owen's 2nd Addition to Leeds for 280.30 feet to the most Northwestern corner of Lot 7, Block 2, said point also being on the Southerly ROW of the central of Georgia Railroad; thence turn  $105^{\circ}28'52''$  to the left, and run Northwesterly along said Southerly ROW of the Central of Georgia Railroad for 154.85 feet to a point; thence turn an angle to the left of  $12^{\circ}45'45''$  and run Southwesterly for 65.71 feet to a point; thence turn an angle to the left of  $77^{\circ}44'23''$  and run Southwesterly for 251.33 to the point of beginning.

**Ingress/Egress Easement**

An Ingress/Egress easement situated in part of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 17 and part of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 16, all in Township 17 South, Range 1 East, Jefferson County, Alabama and being more particularly described as follows:

Commence at the Northeast corner of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 17; thence run South along the East line of said  $\frac{1}{4}$   $\frac{1}{4}$  for 12.90 feet; thence turn  $11^{\circ}47'12''$  right and run Southwesterly for 60.22 feet; thence turn  $0^{\circ}34'55''$  right and run Southwesterly for 144.91 feet to the point of beginning of the easement herein described; Thence continue Southwesterly along the last stated course for 52.56 feet to a point on the Northeasterly line of a 100 foot wide Southern Railway Systems right of way; Thence turn  $72^{\circ}02'42''$  Left and run Southeasterly along said right of way line; for 305.22 feet to a point on the Westerly right of way line of Edwards Avenue; Thence turn  $80^{\circ}$  Left and run Northeasterly along said Edwards Avenue right of way line for 50.00 feet to the Southeast corner of Lot 1, Block 1 of Coen Second Addition to Leeds as recorded in Map Book 27, page 8 in the Judge of Probate Office of Jefferson County, Alabama; Thence turn  $90^{\circ}$  left and run Northwesterly along the Southerly line of said Lot 1 for 140.00 feet to the Southwest corner of said Lot 1; Thence turn  $3^{\circ}45'52''$  right and run Northeasterly for 152.53 feet; Thence turn  $8^{\circ}33'01''$  Left and run Northwesterly for 119.85 feet to the Point of Beginning.

**Sanitary Sewer Easement**

A Sanitary Sewer Easement situated in the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 17, Township 17 South, Range 1 East, Jefferson County, Alabama and being more particularly described as follows:

Commence at the Northeast corner of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 17; Thence run South along the East line of said  $\frac{1}{4}$   $\frac{1}{4}$  for 12.80 feet; Thence turn  $11^{\circ}47'12''$  Right and run Southwesterly for 100.51 feet to the Point of Beginning of the parcel herein described; Thence continue Southwesterly along the last stated course for 30.00 feet; Thence turn  $90^{\circ}$  right and run Northwesterly for 30.00 feet; Thence turn  $90^{\circ}$  right and run Northeasterly for 20.00 feet to a metal building; Thence turn  $90^{\circ}$  right and run Southeasterly along the South side of said metal building for 10.00 feet to the Southeast corner of said building; Thence turn  $90^{\circ}$  left and run Northeasterly along the Easterly end of said building for 10.00 feet; Thence turn  $90^{\circ}$  right and run Southeasterly for 20.00 feet to the Point of Beginning.

**File Attachments for Item:**

5. A22-000017 - A request by Chamblee & Malone, LLC., Applicant to allow used automobile sales at 7308 Parkway Dr, Leeds , AL 35094, TPID 2500202001042000, Zoned B-2, GENERAL BUSINESS DISTRICT.

# NOTICE OF PUBLIC HEARING

City of Leeds, Alabama  
Zoning Board of Adjustments

## APPLICATION

An application for Wholesale used car sales; majority of sales to used car lots and used car dealerships

## 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>	A22-000017
<b>APPLICANT NAME:</b>	CARL Chamblee, Jr., Esq.
<b>PROPERTY OWNER:</b>	RICH JOSEPH M
<b>TAX PARCEL ID#S:</b>	2500202001042000
<b>PROPERTY ADDRESS:</b>	7308 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: November 15, 2022  
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 was prepared by:  
SOUTH OAK TITLE TRUSSVILLE, LLC  
5592 APPLE PARK DRIVE  
BIRMINGHAM, ALABAMA 35235

Send Tax Notice To:  
MICHAEL A. WINDHAM  
7460 KINGS MOUNTAIN ROAD  
VESTAVIA HILLS, ALABAMA 35242

STATE OF ALABAMA )  
COUNTY OF JEFFERSON ) GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That in consideration of THREE HUNDRED TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS & 00/100 (\$322,500.00) the amount of which is verified in the contract between the parties hereto; to the undersigned GRANTOR in hand paid by GRANTEE the receipt whereof is hereby acknowledged, I, JOSEPH M. RICH, a married man, whose address is 3534 Cherokee Road, Pell City, Alabama 35128, (hereinafter referred to as GRANTOR), do hereby grant, bargain, sell and convey unto MICHAEL A. WINDHAM, whose address is 7460 Kings Mountain Road, Vestavia Hills, Alabama 35242, (hereinafter referred to as GRANTEE), his heirs and assigns, the following described Real Estate, lying and being in the County of JEFFERSON, State of Alabama, with an address of 7310 Parkway Drive, Leeds, Alabama 35094, to wit

SEE ATTACHED EXHIBIT "A"

\$222,500.00 of the above recited purchase price was paid from the proceeds of a mortgage loan closed simultaneously herewith.

The property being conveyed is not the homestead of the grantor or grantor's spouse.

SUBJECT TO: (1) Taxes for the year 2022, and subsequent years. (2) Easements, restrictions, reservations, rights-of-way, limitations, covenants and conditions of record, if any. (3) Mineral and mining rights not owned by the Grantors, if any.

TO HAVE AND TO HOLD to the said GRANTEE, his heirs and assigns.

AND SAID GRANTOR, for said GRANTOR, GRANTOR'S heirs, successors, executors and administrators, covenant with GRANTEE, and with GRANTEE'S heirs and assigns, that GRANTOR IS lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as herein above set forth, and that GRANTOR will, and GRANTOR'S heirs, executors and administrators shall, warrant and defend the same to said GRANTEE, and GRANTEE'S heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, said GRANTOR have hereunto set his hand and seal this the 16<sup>th</sup> day of May, 2022.

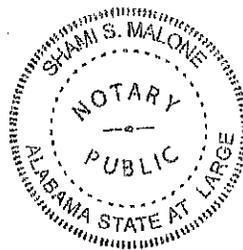
Joseph M. Rich (SEAL)  
JOSEPH M. RICH

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that JOSEPH M. RICH, a married man, 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 signed his name voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 16<sup>th</sup> day of May, 2022.

Sham S. Malone  
Notary Public  
My Commission Expires: 11/3/2024



## EXHIBIT "A"

COMMENCE AT THE NE CORNER OF THE NW1/4-NW1/4 IN SECTION 20, T-17-S, R-1-E, THENCE S01°22'56"W 962.18' ALONG THE EAST LINE OF SAID FORTY TO A POINT, THENCE LEAVING SAID FORTY LINE N88°56'34"W 353.50' TO A POINT, THENCE N89°31'04"W 415.79' TO A POINT, THENCE S07°53'56"W 90.00' TO A 1/2" REBAR CAPPED(HARRIS), SAID POINT BEING THE POINT OF BEGINNING, THENCE S07°53'56"W 267.39' TO A 1" BOLT ON THE NORTHEASTERLY R/W OF U.S. HIGHWAY #78 (R/W VARIES), THENCE N76°05'21"W 98.55' ALONG SAID R/W TO A 1/2" REBAR, THENCE LEAVING SAID R/W N07°53'56"E 265.26' TO A 1" BOLT, THENCE S77°19'26"E 98.35' TO THE POINT OF BEGINNING, CONTAINING 0.60 ACRES MORE OR LESS.