



May 5, 2025

Work Session Time: 5:45 p.m.

Reports of Department Heads

Brian Kilgore, City Attorney

Council Member Reports

Debbie Byers

Kenny Dale Cost

Ernest Montgomery

Calvin Morgan

Kay Snowden Turner

Alan Watts

Mayor Report

Council Meeting Time: 6:30 p.m.

CITY OF CALERA - COUNCIL AGENDA

Call to Order

Word of Prayer & Pledge of Allegiance

Approval of Agenda

Approval of Minutes

Regular Meeting and Work Session for April 21, 2025

Old Business

Calvin Morgan, Council Member

Changing the Form of Government

New Business

Resolution No. 2025-30
Surplus Office Chairs

Ordinance No. 2025-03
2025 "Back-to-School" Sales Tax Holiday

Calvin Morgan, Council Member
Key to the City

Ordinance No. 2025-02
Amending Calera Entertainment District Ordinance
By Removing the Yearly Review

Guests:

James Alexander
Waterstone HOA

Terry J. Cobb "T.C."
President of the Calera Kiwanis Club

Public Comments

Motion to Adjourn

City of Calera – City Council
Work Session Minutes

April 21, 2025

The members of the Calera City Council met on April 21, 2025, at 5:45 p.m. with Mayor Graham presiding. The meeting was held at Calera City Hall.

The following members were present:

Mayor: Jon G. Graham

Mayor Pro Tem: Ernest Montgomery

Council Members: Debbie Byers, Kenny Dale Cost, Calvin Morgan,
Kay Snowden Turner, Alan Watts

City Attorney: Brian Kilgore

Department Heads: James Fuller, David Hyche, Sean Kendrick, Reggie Darden, Kelly
Ellison, Bill Hilyer, Seth Gandy, Kevin Shirey, Alison Powers, Stacy
Walkup

Guests: Richard Byers, Noah Wortham, Dennis Torrealba, Dee Starkey,
Robbie Grant, Dawn Cost, Jackie Batson, Bill and Ann Davis, Drew
Bradshaw, Donny Cook

The meeting was called to order.

Reports from the following:

Department Heads
Council Members
Mayor

The Council discussed the agenda for the Council meeting.

There being no further business, the meeting was adjourned at 6:30 p.m.

Respectfully Submitted:

Connie B. Payton, City Clerk

Approved:

Jon G. Graham, Mayor



Minutes of the City of Calera Council Meeting April 21, 2025

The Council of the City of Calera met in the Council Chambers of the City Hall at 7901 Highway 31 on Monday, April 21, 2025, at 6:30 p.m. in a regular meeting. Mayor Graham presiding.

Mayor and Council Members Present:

Jon G. Graham, Mayor
Debbie Byers, Council Member
Kenny Dale Cost, Council Member
Ernest Montgomery, Mayor Pro Tem
Calvin Morgan, Council Member
Kay Snowden Turner, Council Member
Alan Watts, Council Member

Attorney:

Brian Kilgore

Department Heads:

James Fuller, David Hyche, Sean Kendrick, Reggie Darden, Kelly Ellison, Bill Hilyer, Seth Gandy, Kevin Shirey, Alison Powers, Stacy Walkup

Guests:

Richard Byers, Noah Wortham, Dennis Torrealba, Dee Starkey, Blake Atkins, Dawn Cost, Bill and Ann Davis, Drew Bradshaw, Robbie Grant, Jackie Batson, JJ Reach, Donny Cook, David Conley and Family, Mama CoCo

Mayor Graham called the meeting to order at 6:30 p.m.

Word of Prayer and Pledge of Allegiance:

Council Member Morgan opened the meeting with prayer and the Pledge of Allegiance.

Approval of Agenda:

Council Member Cost made a motion to approve the Agenda for April 21, 2025. Council Meeting. Council Member Byers seconded said motion and upon vote, the results were as follows:

AYES: Byers, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

Motion Passed

Approval of Minutes:

Council Member Byers made a motion to approve and dispense with the reading of the following minutes:

Regular Meeting – April 7, 2025

Work Session – April 7, 2025

Council Member Morgan seconded said motion and upon vote, the results were as follows:

AYES: Byers, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

Motion Passed

Old Business:

No old business

New Business:

David Hyche, Police Chief – Swearing in Ceremony for Officer David Conley



David Hyche, Police Chief – Presentation of the New Calera Portal for Sex Offenders through ALEA

Resolution No. 2025-25 Adoption of Police Policies, 432 Body-Worn Cameras, 320 Information Technology Use, 1019 Personal Appearance Standards, 1020 Uniforms and Civilian Attire, 1027 Wellness Program

Council Member Byers moved that unanimous consent of the Council be given for immediate action upon Resolution No. 2025-25. Council Member Montgomery seconded said motion and upon vote, the results were as follows:

AYES: Byers, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

Thereupon, the Mayor declared said motion carried and unanimous consent given for the consideration of said Resolution.

Council Member Turner made a motion to approve Resolution No. 2025-25. Council Member Morgan seconded said motion and upon vote, the results were as follows:

AYES: Byers, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

Motion Passed

Resolution No. 2025-26 State of Alabama, Department of Transportation Agreement for the Installation and/or Operation and/or Maintenance of Traffic Control Signals and/or Roadway Lighting

Council Member Turner made a motion to approve Resolution No. 2025-26. Council Member Byers seconded said motion and upon vote, the results were as follows:

AYES: Byers, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

Motion Passed

State of Alabama Alcoholic Beverage Control Board Alcohol License Application

Type License: 140 Special Events

Retail Trade Name: First Friday Festival Series

Applicant: Mama Coco Cantina LLC

Location: 1120 17th Avenue Calera AL

Council Member Watts made a motion to deny the application request from Mama Coco Cantina, LLC. Council Member Cost seconded said motion and upon vote, the results were as follows:

AYES: Byers, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

Motion Passed

Stacy Walkup, HR Administrator Amnesty Day Announcement

James Fuller, IT Director – Upgrade Server – Approved purchase amount - \$50,900.00 (See attached)

Council Member Morgan made a motion to approve the Server Upgrade. Council Member Turner seconded said motion and upon vote, the results were as follows:

AYES: Byers, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

Motion Passed

Guests:

Jackie Batson, Main Street

Public Comments:

Council Member Cost made a motion to adjourn the meeting at 7:20 p.m.

Approved this 5th day of May 2025.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2025-25

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF CALERA, AS FOLLOWS:

WHEREAS, the Calera Police Department is reviewing and adopting New Department Policies and Procedures through Lexipol

WHEREAS, during the Fiscal Year needs may arise to amend the Calera Police Department's Policies and Procedures; and

WHEREAS, these new Policies and Procedures are needed for the day-to-day operations of this department; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Calera that the following policies, as attached to this Resolution and incorporated herein, are approved and adopted, to take effect immediately;

- 432 Body-Worn Cameras
- 320 Information Technology Use
- 1019 Personal Appearance Standards
- 1020 Uniforms and Civilian Attire
- 1027 Wellness Program

Council Member Byers moved that unanimous consent of the Council be given for immediate action upon Resolution No. R-2025-25. Council Member Montgomery seconded said motion and upon vote, the results were as follows:

AYES: Byers, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

Council Member Turner moved that Resolution No. R-2025-25 be adopted. Council Member Morgan seconded said motion and upon vote, the results were as follows:

AYES: Byers, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

Mayor Graham declared Resolution No. R-2025-25 adopted.

Adopted this 21ST day of April 2025.

Connie B. Payton, City Clerk

Jon G. Graham, Mayor

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2025-26

**STATE OF ALABAMA acting by and through the ALABAMA DEPARTMENT OF
TRANSPORTATION: AGREEMENT FOR THE INSTALLATION AND/OR OPERATION
AND/OR MAINTENANCE OF TRAFFIC CONTROL SIGNALS AND/OR ROADWAY
LIGHTING AND CITY OF CALERA, CALERA, ALABAMA**

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF CALERA, ALABAMA

WHEREAS, the Council hereby agrees to authorize the Mayor to sign the Agreement with State of Alabama, Alabama Department of Transportation Agreement for the Installation and/or Operation and/or Maintenance of Traffic Control Signals and/or Roadway Lighting. Said contract listed below.

For Official Use Only: ALDOT Agreement Number: _____

Region Tracking Number: N/A Project Number: N/A

Region: ECR- BIRMINGHAM County: SHELBY

STATE OF ALABAMA acting by and through the
ALABAMA DEPARTMENT OF TRANSPORTATION: AGREEMENT for the
INSTALLATION and/or OPERATION and/or MAINTENANCE OF TRAFFIC CONTROL SIGNALS and/or
ROADWAY LIGHTING

This Agreement, in accordance with resolution number N/A dated (or minutes dated) N/A attached hereto and made part of this Agreement, is made and entered into by and between the Alabama Department of Transportation (herein referred to as STATE) and the CITY OF CALERA (herein referred to as MAINTAINING AGENCY) for the accomplishment of the following work as hereinafter indicated by the alphabetic letter of "X" marked in the check-boxes below, to wit:

	(A) New Installation	(B) Equipment Upgrade	(C) Complete Removal	(D) Operation	(E) Maintenance
Traffic Control Signal:	☐	☐	☐	☐	☐
Intersection Flashing Signal/Beacon:	☐	☐	☐	☐	☐
Roadway Lighting:	☐	☒	☐	☒	☒
Other: _____	☐	☐	☐	☐	☐

The accomplishment of the work indicated by the alphabetic letter of "X" marked in the check-box(es) above and hereinafter signified by the use of the corresponding alphabetic letter A, B, C, D, and/or E as applicable, will be at the following location(s): {Example: AL-3/US-31 @ Main Street [A, D, & E] denotes the installation, operation, and maintenance of the equipment installed} **NOTE – if more space is needed, please use continuation sheets.**

AL-3, AL-25, AL-70 (B, D, E)

- For the purposes of this Agreement, "equipment and/or associated hardware" shall refer to the equipment and/or associated hardware used to install, upgrade, maintain, and/or operate traffic control signals, intersection flashing signals/beacons, roadway lighting, and/or other as specified in the chart above.
- In the event the work to be accomplished above is identified by (A) and/or (B), the ☐ STATE ☒ MAINTAINING AGENCY will furnish and the ☐ STATE ☒ MAINTAINING AGENCY will install the equipment and/or associated

hardware utilized in the accomplishment of the work. In the event the STATE contributes funds to the work and the MAINTAINING AGENCY will be credited or debited for under-runs or overruns respectively, the "*Exhibit O*" is attached to and made part of this Agreement.

3. The equipment and/or associated hardware shall be installed in accordance with the applicable portions of the:
 - A. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), current ALDOT approved edition.
 - B. State of Alabama Project Details and Special and Standard Highway Drawings, current year version.
 - C. National Electrical Code, current edition.
 - D. Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, current edition and applicable special provisions.
 - E. Code of Alabama, 1975 (as Amended) with specific reference to:
 - (1) §23-1-113, Municipal Connecting Link Roads – Stipulations and Conditions [specifically sub-paragraphs (6) and (7)].
 - (2) §32-5A-32, Traffic – Control signal legend.
 - (3) §32-5A-33, Pedestrian – Control signals.
 - (4) §32-5A-34, Flashing signals.
 - (5) §32-5A-35, Lane – Direction – Control signals.
4. The STATE shall determine the quantity of the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above. In the event the MAINTAINING AGENCY furnishes the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above, the MAINTAINING AGENCY shall ascertain that the type and quality of the equipment and/or associated hardware is in accordance with the STATE's Materials, Sources, and Devices with Special Acceptance Requirements (APL) as maintained by the STATE's Bureau of Materials and Tests.
5. It is the sole responsibility of the MAINTAINING AGENCY to locate and/or relocate any and all utilities in conflict with the installation, upgrade, and/or maintenance of equipment and associated hardware prior to commencing work to install, upgrade, and/or maintain equipment and associated hardware. The MAINTAINING AGENCY will locate and/or relocate such utilities in accordance with all applicable Federal and State laws, regulations, and procedures. Associated utility costs will be at the sole expense of the MAINTAINING AGENCY. In the event utilities are damaged during the installation, upgrade, and/or maintenance of equipment and associated hardware due to failure of the MAINTAINING AGENCY to relocate and/or relocate such utilities, the MAINTAINING AGENCY shall be responsible for providing the funding to pay for any and all associated costs to repair the utilities.
6. Title to any and all equipment and/or associated hardware furnished by the STATE shall remain in the STATE and the STATE is deemed to be the sole owner of such equipment and/or hardware.
7. The equipment and/or associated hardware shall be operated and maintained at the sole expense of the MAINTAINING AGENCY. The MAINTAINING AGENCY agrees to provide electrical energy on a continuing basis as required, beginning at the time of the initial electrical service connection during the construction of the system. The MAINTAINING AGENCY agrees further to maintain the equipment and/or associated hardware in a good state of repair at all times, as required in

accordance with the applicable documents: Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Standard Specifications for Highway Construction and applicable special provisions. Any traffic control signal equipment and/or associated hardware must also be maintained in accordance with any traffic signal operating plan of the STATE which is in effect at the applicable time of the maintenance. If a malfunction of the equipment and/or associated hardware should ever occur, the MAINTAINING AGENCY shall make or cause to be made any repairs immediately. If a malfunction presents a potential hazard to the motoring public and the MAINTAINING AGENCY is unable to repair the equipment and/or associated hardware in a timely manner as determined by the STATE, the MAINTAINING AGENCY agrees that the STATE reserves the right to and may repair the equipment and/or associated hardware, and invoice the MAINTAINING AGENCY for all costs incurred. The MAINTAINING AGENCY agrees to pay the STATE all such costs incurred by the STATE promptly upon receipt of the invoice from the STATE.

7a. In instances where ALDOT maintains a fiber-optic trunk line that is used in conjunction with a closed-loop signal system, the MAINTAINING AGENCY shall maintain the fiber-optic cable from the splice point in the trunk line out to the traffic control equipment.

8a. Installation requests made by the MAINTAINING AGENCY and identified on page one as "(A) New Installation" with "Traffic Control Signal" marked must follow the Traffic Signal Warrant and Justification procedure as identified in the Alabama Department of Transportation Traffic Signal Design Guide and Timing Manual, latest edition. For any warrant study/analysis which does not satisfy a traffic signal warrant or warrants, the MAINTAINING AGENCY agrees to accept any and all responsibility for any damage or injury that may be caused by or related to the installation, location, operation, sequencing, and/or maintenance of the equipment and/or associated hardware and shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees, in their official or individual capacities and/or facilities from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the installation, operation, and maintenance of the equipment and/or associated hardware, or any claim, damage, loss, or expense to the person or property caused. A copy of the warrant study/analysis shall be attached to and made part of this Agreement.

8b. Check one:

The ☒ CITY (Incorporated Municipality)

Subject to the limitations on damages applicable to municipal corporations under Alabama Code § 11-47-190(1975), the CITY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorney's fees arising out of, connected with, resulting from, or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction or tangible property (other than the work itself), including loss of use therefrom, and including but not limited

to attorney's fees, caused by the willful, negligent, careless, or unskillful acts of the CITY, its agents, servants, representatives, or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation, or reimbursement by the CITY, its agents, servants, representatives, or employees, or anyone for whose acts the CITY may be liable.

The ☐ COUNTY (County Government or Agency)

The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Alabama Code § 11-93-2(1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Alabama Code § 11-93-2(1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever, or any amount paid in compromise thereof arising out of, connected with, or related to (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

The term "hold harmless" includes the obligation of the MAINTAINING AGENCY to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

Complete removal of the equipment and/or associated hardware, hereinabove identified by (C), will be at the sole expense of the ☐ STATE ☐ MAINTAINING AGENCY.

- j. The STATE reserves the right to demand the removal of the equipment and/or associated hardware should the STATE determine that the signal is no longer required or deem its condition or operation hazardous. Further, the STATE shall have the right to remove the equipment and/or associated hardware should the MAINTAINING AGENCY fail to do so upon demand by the STATE. The MAINTAINING AGENCY agrees to reimburse the STATE for its costs associated with the removal. Any equipment and/or associated hardware which is deemed by the STATE to be non-uniform or obsolete will be removed and disposed of by the MAINTAINING AGENCY. None of the non-uniform or obsolete equipment and/or associated hardware which has been removed shall be reused on the STATE highway system.
- k. If future traffic conditions require changes and/or adjustments to said equipment and/or associated hardware (other than ordinary timing), the MAINTAINING AGENCY shall obtain the approval of the STATE before such changes are implemented and the STATE shall make a determination on whether a new Agreement is required to be submitted for the UPGRADING, OPERATION, and MAINTENANCE of the new equipment and/or associated hardware. All such changes shall be at the sole cost and expense of the MAINTAINING AGENCY.

12. At such time as a warrant study is conducted on an existing signalized intersection and the results differ from the previous warrant study conducted at that signalized intersection, a new Agreement for Installation and/or Operation and/or Maintenance of Traffic Control Signals and/or Roadway Lighting shall be executed with the MAINTAINING AGENCY.

13. In the event Federal funds are utilized in the accomplishment of the work hereinbefore described, "**Exhibit M**" is attached to and made a part of this Agreement.

14. FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be construed as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional Provision or Amendment, then the conflicting provision in this Agreement shall be deemed null and void.

For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

15. The type and number of signal & pedestrian heads per intersection or roadway lighting hardware are as follows: {Example: 5 – 3 sec, 12", red ball, yellow/green left arrow. OPTION: If plans are available to convey information below, just enter "SEE ATTACHED PLANS".} **NOTE** – If more space is needed, please use continuation sheets.

N/A

TYPE OF SIGNAL		CONTROLLER	
☐ Traffic Control	☐ Pedestrian Control	Make:	Model #:
☐ Flashing	☐ Lane Control	☐ Fixed Time	☐ Two Phase
☐ School Flasher	☐ Railroad Crossing	☐ Semi Actuated	☐ Four Phase
☐ Other:		☐ Full Actuated	☐ Eight Phase
		☐ Other:	
		SYSTEM ☐ YES ☐ NO	

16. In the event the work to be accomplished is identified by (A), (B), and/or (C) and [1] in part or wholly constitutes an interconnected, coordinated, fixed time relationship, signal control operation between two or more intersections (herein referred to as a SYSTEM and hereinabove indicated by the SYSTEM check-box for YES marked in the controller box above), [2] is located within the limits of a SYSTEM, or [3] is within close proximity as to adjoin a SYSTEM, the ☐ STATE ☐ MAINTAINING AGENCY shall substantiate the work identified by (A), (B), and/or (C) to be SYSTEM compatible.
17. By entering into this agreement, the MAINTAINING AGENCY is not an agent of the State, its officers, employees, agents or assigns. The MAINTAINING AGENCY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.
18. By signing this contract, the contracting parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting there from.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Region Engineer.

(Seal of MAINTAINING AGENCY)

Attest:

(Seal or notary signature)

Legal Name of MAINTAINING AGENCY

By:

Authorized Signature for MAINTAINING AGENCY

Agreement Recommended for approval:

By:

Area Traffic Engineer Signature

STATE OF ALABAMA acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION

The within and foregoing Agreement is hereby approved on this day of , 20 .

APPROVED:

By:

Region Engineer Signature

RECORDED:

By:

State Traffic Engineer Signature

Date:

(Added to Archive)

Council Member Turner moved that Resolution No. R-2025-26 be adopted. Council Member Byers seconded said motion and upon vote, the results were as follows:

AYES: Montgomery, Watts, Morgan, Graham, Cost, Byers, Turner

NAYS: None

Mayor Graham declared Resolution No. R-2025-26 adopted.

Adopted this the 21st of April 2025.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250411142650785



Type License: **140 - SPECIAL EVENTS RETAIL** State: **\$150.00** County: **\$150.00**
Type License: State: County:
Trade Name: **FIRST FRIDAY FESTIVAL SERIES** Filing Fee: **\$50.00**
Applicant: **MAMA COCO CANTINA LLC** Transfer Fee:
Location Address: **1120 17TH AVENUE CALERA, AL 35040**
Mailing Address: **8176 HIGHWAY 31 CALERA, AL 35040**
County: **SHELBY** Tobacco sales: **NO** Tobacco Vending Machines:
Product Type: Type Ownership: **LLC**
Book, Page, or Document info: **777-204**
Do you sell Draft Beer?:
Date Incorporated: **10/13/2020** State incorporated: **AL** County Incorporated:
Date of Authority:
Federal Tax ID: **85-3369259** Alabama State Sales Tax ID: **R010853614**

Name:	Title:	Date and Place of Birth:	Residence Address:
JORGE IVAN SANCHEZ-PERALTA 8659678 - AL	PARTNER	07/11/1993 MEXICO	1937 POPLAR DR SW CULLMAN, AL 35056
JULIO CESAR LAZARO-PERALTA 8960233 - AL	PARTNER	06/12/1981 MEXICO	1853 ARBORETUM CIR VESTAVIA HILLS, AL 35216

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? **YES**
Does ABC have any actions pending against the current licensee? **NO**
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? **NO**
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? **NO**
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? **YES**
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? **NO**
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? **NO**
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? **NO**

Contact Person: **JULIO LAZARO PERLTA**
Business Phone: **205-604-3710**
Fax:

Home Phone: **205-604-3710**
Cell Phone:
E-mail: **JULIOLAZARO@ICLOUD.COM**

PREVIOUS LICENSE INFORMATION:

Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250411142650785



If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: CALERA MAIN STREET INC 205-690-0069
What is lessors primary business? OWNER
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? YES
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 1800 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: ONE STORY License covers: PORTION OF
Number of licenses in the vicinity: Nearest:
Nearest school: Nearest church: Nearest residence: 0 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? YES

Name:	Violation & Date:	Arresting Agency:	Disposition:
JULIO CESAR LAZARO-PERALTA	DUI; LIQUOR POSSESS.; RESSPASSING 04/04/2009	CULLMAN COUNTY SHERIFF	FINES, ARREST OVER TEN YEARS OLD



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250411142650785



Initial each

☐ JP
☐ JR

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

☐ JP

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

☐ JP

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

☐ JP

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

☐ JP

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

☐ JP

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

☐ JP

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

☐ JP

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print):

Julio Lazaro Peralta

Signature of Applicant:

[Signature]

Notary Name (print):

Amy Casas Flores

Notary Signature:

[Signature]

Commission expires:

Dec. 08, 2025

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

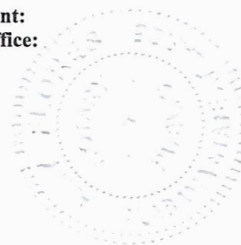
Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:





STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250411142650785



Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
Participants licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: 05/02/2025 Ending Date: 05/03/2025

Special terms and conditions for special event/special retail:

TWO DAY EVENT, NOT TO BE RENEWED, ONLY FOR SPECIFIED AREA/PREMISES.

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Receipt Confirmation Page

Receipt Confirmation Number: **20250411142650785**

Application Payment Confirmation Number: 108459832

Payment Summary	
Payment Item	Fee
Application Fee for License 140	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
140 - SPECIAL EVENTS RETAIL	\$150.00	\$150.00	\$300.00
			\$0.00
Total Amount to be Charged	\$150.00	\$150.00	\$300.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 140 - SPECIAL EVENTS RETAIL
License Type 2:
License County: SHELBY
Business Type: LLC
Trade Name: **FIRST FRIDAY FESTIVAL SERIES**
Applicant Name: **MAMA COCO CANTINA LLC**
Location Address: 1120 17TH AVENUE
CALERA, AL 35040
Mailing Address: 8176 HIGHWAY 31
CALERA, AL 35040
Contact Person: JULIO LAZARO PERLTA
Contact Home Phone: 205-604-3710
Contact Business Phone: 205-604-3710
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:
Contact Relationship to Applicant: PARTNER

Billing Address:
CALERA, CITY OF
10947 HWY 25
CALERA, AL 35040
US

Quote Date:04/17/2025
Expiration Date:06/16/2025
Quote Created By:
Madeline Hodson
Madeline.Hodson@
motorolasolutions.com

End Customer:
CALERA, CITY OF
AGREEMENT: WG AGREEMENT

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	VideoManager EL or EX: Video Evidence Management						
1	PSV00S03897A	REMOTE DEPLOYMENT, CONFIGURATION AND PROJECT MANAGEMENT	1		\$4,000.00	\$3,200.00	\$3,200.00
2	WGC02002	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS*	30	1 YEAR	\$1,118.75	\$895.00	\$26,850.00
3	WGC02001	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA*	30	1 YEAR	\$868.75	\$695.00	\$20,850.00
Subtotal							\$63,625.00
Total Discount Amount							\$12,725.00
Grand Total					\$50,900.00(USD)		

Notes:

- Additional information is required for one or more items on the quote for an order.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States • 60661 • #: 36-1115800



CALERA

Alabama



MUNICIPAL COURT AMNESTY DAYS

SATURDAY, APRIL 12 8:00 AM – NOON
SATURDAY, APRIL 26 1:00 PM – 5 PM

Do you believe that the City of Calera has a warrant for your arrest? Have you forgotten to go to court after receiving a ticket, or failed to pay off your balances? During April, Calera Municipal Court is offering AMNESTY for anyone with an outstanding alias or FTA warrant through Calera Municipal Court Office on the days listed above to clear the warrant & any warrant fees associated with the outstanding warrant will be waived.

Questions?

Call 205.668.3841 or 205.668.3801



CALERA

Alabama



MUNICIPAL COURT AMNESTY DAYS

SATURDAY, APRIL 12 8:00 AM – NOON
SATURDAY, APRIL 26 1:00 PM – 5 PM

Do you believe that the City of Calera has a warrant for your arrest? Have you forgotten to go to court after receiving a ticket, or failed to pay off your balances? During April, Calera Municipal Court is offering AMNESTY for anyone with an outstanding alias or FTA warrant through Calera Municipal Court Office on the days listed above to clear the warrant & any warrant fees associated with the outstanding warrant will be waived.

Questions?

Call 205.668.3841 or 205.668.3801

Attorney Brian Kilgore will draft documents concerning the Kensington Place HOA Property Request – It was requested by Council Member Morgan to document that property should be set aside for a storm shelter.

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2025-30

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF CALERA, ALABAMA AS FOLLOWS:

WHEREAS, the City of Calera, Alabama has inventoried all Departments Inventory and requesting approval to Surplus the following items for the Administration Department.

WHEREAS, the City has found the following items for the City of Calera no longer needed.

Office Chairs

Council Member _____ moved that Resolution No. R-2025-30 is adopted. Council Member _____ seconded said motion and upon vote, the results were as follows:

AYES: Montgomery, Watts, Morgan, Graham, Cost, Byers, Turner

NAYS: None

Mayor Graham declared Resolution No. R-2025-30 adopted.

Adopted this 5th day of May 2025

Connie Payton, City Clerk

Jon G. Graham, Mayor

Mayor Graham introduced the following Ordinance:

ORDINANCE NO. 2025-03

Amending City Code to Exempt Certain “Covered Items” from the Municipal Sales and Use Tax during the “Back-to-School Sales Tax Holiday” as Authorized by 40-23-210 through 40-23-213, Code of Alabama 1975.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CALERA,
ALABAMA, as follows:

Section 1. The Code of Ordinances of the City of Calera is amended by adding a new section, designated as Section 5-26, as follows:

Sec. 5-26. Sales tax holiday.

(a) In conformity with the provisions 40-23-210 through 40-23-213, Code of Alabama 1975, providing for a State Sales Tax Holiday, the City of Calera exempts “covered items” from municipal sales tax during the same period, beginning at 12:01 a.m. on the Friday, July 18, 2025 and ends at twelve midnight on Sunday, July 20, 2025.

(b) This section shall be subject to all terms, conditions, definitions, time periods, and rules as provided by 40-23-210 through 40-23-213, Code of Alabama 1975, except that the time period shall only be as specified in subsection (a) and not for all years thereafter.

Section 2. The Code of Ordinances of the City of Calera is amended by adding a new section, designated as Section 5-27, as follows:

Sec. 5-27. Use tax holiday.

(a) In conformity with the provisions 40-23-210 through 40-23-213, Code of Alabama 1975, providing for a State Sales Tax Holiday, the City of Calera exempts “covered items” from municipal use tax during the same period, beginning at 12:01 a.m. on the Friday, July 18, 2025 and ends at twelve midnight on Sunday, July 20, 2025.

(b) This section shall be subject to all terms, conditions, definitions, time periods, and rules as provided by 40-23-210 through 40-23-213, Code of Alabama 1975, except that the time period shall only be as specified in subsection (a) and not for all years thereafter.

Section 3. This ordinance shall become effective on July 1, 2025.

Council Member _____ moved that unanimous consent of the Council be given for immediate action upon said Ordinance. Council Member _____ seconded said motion and upon vote the results were:

AYES: Montgomery, Watts, Morgan, Graham, Cost, Byers, Turner

NAYS: None

The Mayor declared said motion carried and unanimous consent given.

Council Member _____ moved that Ordinance No. 2025-03 be adopted, which motion was seconded by Council Member _____ and upon vote the results were as follows:

AYES: Montgomery, Watts, Morgan, Graham, Cost, Byers, Turner

NAYS: None

Adopted this 5th day of May 2025.

Mayor Graham declared Ordinance No. 2025-03 adopted.

Connie B. Payton, City Clerk

Jon G. Graham, Mayor

The phrase "key to the city" is a symbolic award given by a city to recognize a person's significant contributions or to honor a distinguished visitor. It's a way to acknowledge a person's value to the city and its residents. The key itself is often ceremonial, not intended for actual use, but it represents the recipient's status as a respected and honored individual.

Here's a more detailed breakdown:

Historical Context:

- The tradition of "key to the city" dates back to medieval times when cities were walled and guarded.
- In those days, the key literally opened the city gates, granting the holder free access.
- The act of granting the key was a sign of trust and a way to welcome esteemed guests or those who had proven themselves as allies of the city.

Modern Meaning:

- In contemporary times, the key to the city is primarily a symbolic honor.
- It's a gesture of gratitude and recognition for significant achievements, community service, or contributions to the city.
- The key can be presented to various individuals, including residents, visiting dignitaries, or those who have made a notable impact on the city.
- It's often a ceremonial event, with the mayor or other city officials presenting the key to the recipient in a public setting.
- The recipient is often honored with a proclamation or statement acknowledging their contributions.

Mayor Graham introduced the following Ordinance:

ORDINANCE NO. 2025-02

Rescind

**ORDINANCE TO ESTABLISH AN ENTERTAINMENT DISTRICT IN CALERA, ALABAMA, AND TO
AMEND SECTION 10-8 OF THE CODE OF CALERA**

**Ordinance No. 2023-17
Adopted August 21, 2023**

WHEREAS, the State of Alabama has passed into law Act No. 2023-72, hereinafter referred to as "the Act," to create and establish entertainment district designations for retail alcoholic beverage licenses in the City of Calera, Alabama; and

WHEREAS, the Act allows the City Council to establish not more than two entertainment districts within the corporate limits of the City of Calera, each of which must have one or more retail Alcoholic Beverage Control Board licensees in an area that does not exceed one-half mile by one-half mile; and

WHEREAS, the Council has considered the merits of establishing such districts and believes that they will benefit the downtown area and believes that entertainment districts may benefit the City by enhancing pedestrian-oriented areas for outdoor special events that can include, but are not limited to, parades, concerts, car shows, and fundraising events for local nonprofit organizations, holiday events, and beer and wine tasting events; and

WHEREAS, the Council finds that other cities, both within and without the State of Alabama, have had success with such districts, and believes that it is in the best interest of the City to provide for the creation of such districts as provided in this ordinance; and

WHEREAS, nothing herein is intended to confer any rights or entitlement, as selling alcohol within an area designated as an entertainment district is a privilege, not a right, and is subject at all times to reasonable regulation with the Council reserving the right to modify or repeal this Ordinance, and any district designation created hereunder, at any time; and

WHEREAS, because the downtown area consists of properties devoted to business, commercial, entertainment, and residential uses, the Council finds that it is prudent to proceed deliberately and cautiously in order to determine what impact, if any, the creation and operation of these districts will have on residential and business properties; for this reason, the Council will include a sunset provision in this Ordinance in order to allow a reassessment of the merits, costs, and benefits of these entertainment districts and their impact on surrounding business and residential properties; and

WHEREAS, subject to the terms and limitations of the Act and this Ordinance, the City of Calera wishes to establish one entertainment district in the downtown area hereinafter referred to as the Downtown Entertainment District.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CALERA, ALABAMA, as follows:

SECTION 1. Creation and Establishment of District. Under the authority granted in Act No. 2023-72, the City Council does hereby create and establish one entertainment district in downtown Calera known as the Downtown Entertainment District with the areas and boundaries as set forth and designated on the Map which is attached hereto as Exhibit 1 and incorporated by reference as if fully set out herein.

SECTION 2. Outside Consumption of Alcoholic Beverages Permitted; Conditions. Any on-premises retail alcohol beverage licensee who receives an entertainment district designation from the Alabama Alcoholic Beverage Control Board shall comply with all laws, rules, and regulations which govern its license type, except that a patron, guest or member of that licensee may exit the licensed premises between the hours of 12:00 p.m. and 12:00 a.m. with no more than one open container of alcoholic beverage and consume said alcoholic beverage anywhere within the confines of the entertainment district in which the alcoholic beverage was obtained, subject to the following regulations:

(1). A person may not enter another licensed premises with an open container or closed container of alcoholic beverage acquired elsewhere;

(2). A licensee who receives an entertainment district designation shall allow alcoholic beverages to be removed from the licensed premises only in a paper or plastic cup that bears the commercially printed name and/or logo of the designated licensee, or in a paper or plastic cup bearing the "Downtown Entertainment District" logo obtained from the Calera Main Street (or other qualified entity), and no such alcoholic beverages shall be removed from the licensed premises in a can, bottle, or glass container; except, that glass containers shall be allowed in a licensee's outdoor sit-down dining areas that are situated on a sidewalk or other right-of-way where the licensee has a right-of-way use agreement with the City of Calera;

(3). No licensee shall allow a patron, guest or member to exit its licensed premises with more than one open container of alcoholic beverage, and it shall be unlawful for any person to exit such licensed premises with more than one such open container.

(4). It shall be unlawful for any person to drink or attempt to drink any alcoholic beverage from a can, bottle, or glass container on the streets, sidewalks, rights-of-way, and parking lots located within an entertainment district, or to possess any open can, bottle, or glass container of alcoholic beverage on the streets, sidewalks, rights-of-way, and parking lots located within an entertainment district; except, that glass containers shall be allowed in a

licensee's outdoor sit down dining areas that are situated on a sidewalk or other right of-way where the licensee has a right-of-way use agreement with the City of Calera.

(5). No container in which an alcoholic beverage is dispensed and removed from the licensed premises shall exceed 16 fluid ounces in size.

(6). No person shall possess on the streets, sidewalks, rights-of-way, parking lots, or outdoor public areas located within the entertainment district any open alcoholic beverage container which exceeds 16 fluid ounces in size.

SECTION 3. Consumption of Alcoholic Beverages in a Motor Vehicle Prohibited. It shall be unlawful for any person to consume any alcoholic beverages while in the confines of a motor vehicle while the motor vehicle is located upon any public street, parking lot or other place to which the public has or is permitted to have access within an entertainment district.

(1) Exceptions:

(a) A passenger in a motor vehicle in which the driver is operating the vehicle pursuant to a contract to provide transportation for passengers and such driver holds a valid license for the operation of a vehicle for hire;

(b) A passenger of a bus in which the driver holds a valid operator's license; and,

(c) A passenger in a self-contained motor home which is in excess of 21 feet in length.

SECTION 4. Alcoholic Beverages Purchased Outside the Entertainment District Not Allowed in Open Containers in District. Except for special events as permitted by the Alabama Alcoholic Beverage Control Board and in compliance with all laws, rules, and regulations, no alcoholic beverages purchased outside of the entertainment district shall be allowed in open containers in the entertainment district.

SECTION 5: Drinking in Public; Section 10-8 of the City Code Amended. Section 10-8 of the Code of Calera, Alabama, is hereby amended so that it now reads in its entirety as follows: "Section 10-8. Drinking alcoholic beverages in public. Except as may be allowed in entertainment districts officially created and designated pursuant to the authority of Act No. 2023-72 of the Alabama Legislature, as it now exists or may hereafter be amended, it shall be unlawful for any person to drink any malt, vinous, spirituous, or other intoxicating liquors (A) within the confines or parking areas of any stadium, basketball court, baseball field, tennis court, public school, city park or any other place in the city in which athletic events take place, or in any of the public streets, alleys or parks or in any other public place in the city or its police jurisdiction not duly licensed for the sale of one (1) or more of such beverages or duly licensed to prepare and serve food; or (B) in any other public place, except in places where alcoholic beverages are sold at retail for consumption on the premises pursuant to a license issued by the Alabama Alcoholic Beverage Control Board."

SECTION 6. Effective Date, Sunset, and Extension. This Ordinance shall be in full force and effect from and after its adoption and publication as required by law; provided, further,

that the requirement that all paper or plastic cups bear the logo of the designated licensee or the "Downtown Entertainment District" logo. This Ordinance will require a yearly review each August.

SECTION 7. **Additions.** The Mayor, in his or her right, shall have the privilege of designating special events (e.g. holidays and civic gatherings) and shall have the authority to order city streets and/or rights-of-way to be closed for such special events. In addition, the Mayor shall have the authority to designate certain or all closed areas of city streets and/or rights-of-way as areas in which it is permissible to carry open containers in compliance with this Ordinance during the scheduled hours of the special event.

Council Member Watts moved that Ordinance No. 2025-17 be adopted with a yearly review. Council Member Montgomery seconded said motion and upon vote, the results were as follows:

AYES: Cost, Graham, Montgomery, Watts

NAYS: Byers, Morgan, Turner,

Mayor Graham declared Ordinance No. 2023-17 adopted.

Adopted this 21st day of August 2023.

Connie B. Payton, City Clerk

Jon G. Graham, Mayor

Council Members Byers, Turner, and Morgan are in support of the Downtown Entertainment District but not in support of the yearly review.

Legal Description

- (a) *Division of city.* The City of Calera, Alabama, is hereby dividing a portion of the downtown area into an entertainment district.
- (b) *District Described.* The district within the City of Calera, which is enclosed by the following described lines which, if described as being street, roadway, railroad, or alley, shall be the right-of-way of such street, roadway, railroad or alley, unless specifically noted otherwise.

- (1) *Entertainment District.* Begin at the Northeast corner of Lot 13, Block 6 of the J.H. Dunstan Map of Calera as recorded in the Office of the Judge of Probate, Shelby County Alabama. Point also being the intersection of south right-of-way of Alabama Hwy 25 and the west right-of-way of CSX Railroad. Point of Beginning being in Section 21, Township 22 South, Range 2 West, Shelby County, Alabama; thence run easterly and along the south right-of-way of said AL Hwy 25 to the northeast corner of Lot 1, Block 202 of said Dunstan map; thence southerly along east boundary of said Lot 1 to the southeast corner of said lot; thence easterly to the northeast corner of Lot 8, Block 202 of said Dunstan map, said point also being on the west right-of-way of 9th Street; thence continue easterly to a point being approximately 150 feet south of the northwest corner of Lot 9, Block 201 of said Dunstan map, said point being on the east right-of-way of said 9th Street; thence northerly the approximate distance of 150 feet to the said Northwest corner of Lot 9, said point also being on the south right-of-way of AL Hwy 25; thence easterly along the south right-of-way of said Hwy 25 to the northeast corner of Lot 4, Block 200 of said Dunstan Map; thence southerly along the east line of said Block 200 to the southeast corner of Lot 21, Block 200 of said Dunstan map, said point also being the right-of-way of 17th Avenue; thence west along the north right-of-way of said 17th Avenue to the southwest corner of Lot 9, Block 201 of said Dunstan map, said point also being the intersection of the north right-of-way of 17th Avenue and the east right-of-way of 9th Street; thence southerly along the east right-of-way of said 9th Street to the Southwestern corner of Lot 18, Block 215 of said Dunstan map, said point also being on the eastern right-of-way of CSX railroad; thence southeasterly along the CSX railroad right-of-way to a point on the east boundary line of Lot 10, Block 218 of said Dunstan map; thence southerly along said eastern boundary line to the southeast corner of said Lot 10; thence continue southerly to the centerline of a vacated portion of 20th Avenue; thence westerly along said centerline to the east right-of-way of aforementioned 9th Street; thence southwesterly to the northeast corner of Lot 6, Block 230 of said Dunstan map, said point also being on the south right-of-way of 20th Avenue; thence westerly along the south right-of-way of said 20th Avenue to the northeast corner of Lot 8, Block 260 of said Dunstan map; thence continue westerly along said right-of-way a distance of 100 feet to point on said right-of-way; thence northeasterly to the southwest corner of Lot 11, Block 268 of said Dunstan map, said point also being the intersection of the north right-of-way of 20th Avenue and the east right-of-way of 14th Street; thence northerly along said east right-of-way of 14th Street to the northwest corner of Lot 7, Block 268 of said

Dunstan map, said point also being the northwest corner of parcel 28-5-21-3-002-037.000; thence easterly along the north boundary of said parcel a approximate distance of 190 feet to a fence line of the Calera Intermediate school; thence southeasterly along said fence a approximate distance of 158 feet to a corner in the fence line; thence easterly along said fence a approximate distance of 70 feet to the northwest corner of parcel 28-5-21-3-002-039.000; thence continue easterly along the north boundary of said parcel to the west boundary line of Block 268 of said Dunstan map and the west right-of-way of U S Hwy 31; thence northerly along the west right-of-way of said Hwy 31 to the northeast corner of Block 272 of said Dunstan map and the intersection of the south right-of-way of AL Hwy 25; thence westerly along the south right-of-way of said Hwy 25 to the northwest corner of parcel 28-5-21-3-002-002.000; thence northwesterly to the southeast corner of Lot 1, Block 2 of said Dunstan map, said point also being on the west right-of-way of 13th Street; thence northerly along the west right-of-way of said 13th Street to the southern right-of-way of Norfolk Southern Railroad, said point also being the northeast corner of parcel 28-5-21-3-301-005.000; thence northeasterly to the southeast corner of Lot 9, Block 10 of said Dunstan map; thence easterly to the southwest corner of Lot 6, Block 9 of said Dunstan map; thence northeasterly to the southeast corner of Lot 1, Block 9 of said map, said point also being on the west right-of-way of U S Hwy 31; thence northerly along said U S Hwy 31 right-of-way to the southeast corner of Lot 2, Block 27 of said Dunstan map; thence westerly to the southwest corner of said Lot 2; thence southwesterly to the southeast corner of Lot 27, of said Block 27; thence westerly to the southwest corner of said Lot 27, said point also being on the east right-of-way of 13th Street; thence northerly along said right-of-way to the northwest corner of Lot 14, Block 27 of said map; thence easterly to the northeast corner of said Lot 14; thence continue easterly a distance of 10 feet to the centerline of a closed 20 foot ally in said Block 27; thence southerly along said centerline approximately 20 foot to a point; thence easterly to the northwest corner of Lot 8 of said Block; thence continue easterly to the northeast corner of said Block, said point also being on the west right-of-way of said U S Hwy 31; thence northeasterly to the northwest corner of Lot 3, Block 28 of said Dunstan map; thence easterly to the northeast corner of said Lot 3; thence southeasterly to the northeast corner of Block 8, of said Dunstan map, said point also being the northern point of parcel 28-5-21-1-004-016.000, said point being on the west right-of-way of CSX Railroad; thence southerly along said CSX right-of-way to the southeast corner of Block 8 of said Dunstan map and the intersection of the north right-of-way of Norfolk Southern Railroad; thence southeasterly to the northeast corner of Lot 4, Block 7 of said map, said point being on the west right-of-way of CSX Railroad; thence southerly along said CSX right-of-way to the southeast corner of Lot 4, Block 7 of said Dunstan map, said point also intersecting the north right-of-way of AL HWY 25; thence southerly to the Point of Beginning.

WHEREAS, THE ABOVE REFERENCED SECTION OF THE CODE OF ORDINANCES OF THE CITY OF CALERA, ALABAMA SHALL BE AMENDED TO READ AS FOLLOWS:

ORDINANCE TO ESTABLISH AN ENTERTAINMENT DISTRICT IN CALERA, ALABAMA, AND TO AMEND SECTION 10-8 OF THE CODE OF CALERA

WHEREAS, the State of Alabama has passed into law Act No. 2023-72, hereinafter referred to as "the Act," to create and establish entertainment district designations for retail alcoholic beverage licenses in the City of Calera, Alabama; and

WHEREAS, the Act allows the City Council to establish not more than two entertainment districts within the corporate limits of the City of Calera, each of which must have one or more retail Alcoholic Beverage Control Board licensees in an area that does not exceed one-half mile by one-half mile; and

WHEREAS, the Council has considered the merits of establishing such districts and believes that they will benefit the downtown area and believes that entertainment districts may benefit the City by enhancing pedestrian-oriented areas for outdoor special events that can include, but are not limited to, parades, concerts, car shows, and fundraising events for local nonprofit organizations, holiday events, and beer and wine tasting events; and

WHEREAS, the Council finds that other cities, both within and without the State of Alabama, have had success with such districts, and believes that it is in the best interest of the City to provide for the creation of such districts as provided in this ordinance; and

WHEREAS, nothing herein is intended to confer any rights or entitlement, as selling alcohol within an area designated as an entertainment district is a privilege, not a right, and is subject at all times to reasonable regulation with the Council reserving the right to modify or repeal this Ordinance, and any district designation created hereunder, at any time; and

WHEREAS, because the downtown area consists of properties devoted to business, commercial, entertainment, and residential uses, the Council finds that it is prudent to proceed deliberately and cautiously in order to determine what impact, if any, the creation and operation of these districts will have on residential and business properties; for this reason, the Council will include a sunset provision in this Ordinance in order to allow a reassessment of the merits, costs, and benefits of these entertainment districts and their impact on surrounding business and residential properties; and

WHEREAS, subject to the terms and limitations of the Act and this Ordinance, the City of Calera wishes to establish one entertainment district in the downtown area hereinafter referred to as the Downtown Entertainment District.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CALERA, ALABAMA, as follows:

SECTION 1. Creation and Establishment of District. Under the authority granted in Act No. 2023-72, the City Council does hereby create and establish one entertainment district in downtown Calera known as the Downtown Entertainment District with the areas and boundaries as set forth and designated on the Map which is attached hereto as Exhibit 1 and incorporated by reference as if fully set out herein.

SECTION 2. Outside Consumption of Alcoholic Beverages Permitted; Conditions. Any on-premises retail alcohol beverage licensee who receives an entertainment district designation from the Alabama Alcoholic Beverage Control Board shall comply with all laws, rules, and regulations which govern its license type, except that a patron, guest or member of that licensee may exit the licensed premises between the hours of 12:00 p.m. and 12:00 a.m. with no more than one open container of alcoholic beverage and consume said alcoholic beverage anywhere within the confines of the entertainment district in which the alcoholic beverage was obtained, subject to the following regulations:

(1). A person may not enter another licensed premises with an open container or closed container of alcoholic beverage acquired elsewhere;

(2). A licensee who receives an entertainment district designation shall allow alcoholic beverages to be removed from the licensed premises only in a paper or plastic cup that bears the commercially printed name and/or logo of the designated licensee, or in a paper or plastic cup bearing the "Downtown Entertainment District" logo obtained from the Calera Main Street (or other qualified entity), and no such alcoholic beverages shall be removed from the licensed premises in a can, bottle, or glass container; except, that glass containers shall be allowed in a licensee's outdoor sit-down dining areas that are situated on a sidewalk or other right-of-way where the licensee has a right-of-way use agreement with the City of Calera;

(3). No licensee shall allow a patron, guest or member to exit its licensed premises with more than one open container of alcoholic beverage, and it shall be unlawful for any person to exit such licensed premises with more than one such open container.

(4). It shall be unlawful for any person to drink or attempt to drink any alcoholic beverage from a can, bottle, or glass container on the streets, sidewalks, rights-of-way, and parking lots located within an entertainment district, or to possess any open can, bottle, or glass container of alcoholic beverage on the streets, sidewalks, rights-of-way, and parking lots located within an entertainment district; except, that glass containers shall be allowed in a licensee's outdoor sit down dining areas that are situated on a sidewalk or other right of-way where the licensee has a right-of-way use agreement with the City of Calera.

(5). No container in which an alcoholic beverage is dispensed and removed from the licensed premises shall exceed 16 fluid ounces in size.

(6). No person shall possess on the streets, sidewalks, rights-of-way, parking lots, or outdoor public areas located within the entertainment district any open alcoholic beverage container which exceeds 16 fluid ounces in size.

SECTION 3. Consumption of Alcoholic Beverages in a Motor Vehicle Prohibited. It shall be unlawful for any person to consume any alcoholic beverages while in the confines of a motor vehicle while the motor vehicle is located upon any public street, parking lot or other place to which the public has or is permitted to have access within an entertainment district.

(1) Exceptions:

(a) A passenger in a motor vehicle in which the driver is operating the vehicle pursuant to a contract to provide transportation for passengers and such driver holds a valid license for the operation of a vehicle for hire;

(b) A passenger of a bus in which the driver holds a valid operator's license; and,

(c) A passenger in a self-contained motor home which is in excess of 21 feet in length.

SECTION 4. Alcoholic Beverages Purchased Outside the Entertainment District Not Allowed in Open Containers in District. Except for special events as permitted by the Alabama Alcoholic Beverage Control Board and in compliance with all laws, rules, and regulations, no alcoholic beverages purchased outside of the entertainment district shall be allowed in open containers in the entertainment district.

SECTION 5: Drinking in Public; Section 10-8 of the City Code Amended. Section 10-8 of the Code of Calera, Alabama, is hereby amended so that it now reads in its entirety as follows: "Section 10-8. Drinking alcoholic beverages in public. Except as may be allowed in entertainment districts officially created and designated pursuant to the authority of Act No. 2023-72 of the Alabama Legislature, as it now exists or may hereafter be amended, it shall be unlawful for any person to drink any malt, vinous, spirituous, or other intoxicating liquors (A) within the confines or parking areas of any stadium, basketball court, baseball field, tennis court, public school, city park or any other place in the city in which athletic events take place, or in any of the public streets, alleys or parks or in any other public place in the city or its police jurisdiction not duly licensed for the sale of one (1) or more of such beverages or duly licensed to prepare and serve food; or (B) in any other public place, except in places where alcoholic beverages are sold at retail for consumption on the premises pursuant to a license issued by the Alabama Alcoholic Beverage Control Board."

SECTION 6. Effective Date, Sunset, and Extension. This Ordinance shall be in full force and effect from and after its adoption and publication as required by law; provided, further, that the requirement that all paper or plastic cups bear the logo of the designated licensee or the "Downtown Entertainment District" logo. This Ordinance will require a yearly review each August.

SECTION 7. Additions. The Mayor, in his or her right, shall have the privilege of designating special events (e.g. holidays and civic gatherings) and shall have the authority to

order city streets and/or rights-of-way to be closed for such special events. In addition, the Mayor shall have the authority to designate certain or all closed areas of city streets and/or rights-of-way as areas in which it is permissible to carry open containers in compliance with this Ordinance during the scheduled hours of the special event.

Council Member _____ moved that unanimous consent of the Council be given for immediate action upon said Ordinance. Council Member _____ seconded said motion and upon vote the results were:

AYES: Montgomery, Watts, Morgan, Graham, Cost, Byers, Turner

NAYS: None

The Mayor declared said motion carried and unanimous consent given.

Council Member _____ moved that Ordinance No. 2025-02 be adopted, which motion was seconded by Council Member _____ and upon vote the results were as follows:

AYES: Montgomery, Watts, Morgan, Graham, Cost, Byers, Turner

NAYS: None

Council Member Watts moved that Ordinance No. 2025-02 be adopted. Council Member Montgomery seconded said motion and upon vote, the results were as follows:

AYES: Byers, Cost, Graham, Montgomery, Morgan, Turner, Watts

NAYS: None

Mayor Graham declared Ordinance No. 2023-17 adopted.

Adopted this 5th day of May 2025.

Connie B. Payton, City Clerk

Jon G. Graham, Mayor

Legal Description

- (c) *Division of city.* The City of Calera, Alabama, is hereby dividing a portion of the downtown area into an entertainment district.
- (d) *District Described.* The district within the City of Calera, which is enclosed by the following described lines which, if described as being street, roadway, railroad, or alley, shall be the right-of-way of such street, roadway, railroad or alley, unless specifically noted otherwise.

- (1) *Entertainment District.* Begin at the Northeast corner of Lot 13, Block 6 of the J.H. Dunstan Map of Calera as recorded in the Office of the Judge of Probate, Shelby County Alabama. Point also being the intersection of south right-of-way of Alabama Hwy 25 and the west right-of-way of CSX Railroad. Point of Beginning being in Section 21, Township 22 South, Range 2 West, Shelby County, Alabama; thence run easterly and along the south right-of-way of said AL Hwy 25 to the northeast corner of Lot 1, Block 202 of said Dunstan map; thence southerly along east boundary of said Lot 1 to the southeast corner of said lot; thence easterly to the northeast corner of Lot 8, Block 202 of said Dunstan map, said point also being on the west right-of-way of 9th Street; thence continue easterly to a point being approximately 150 feet south of the northwest corner of Lot 9, Block 201 of said Dunstan map, said point being on the east right-of-way of said 9th Street; thence northerly the approximate distance of 150 feet to the said Northwest corner of Lot 9, said point also being on the south right-of-way of AL Hwy 25; thence easterly along the south right-of-way of said Hwy 25 to the northeast corner of Lot 4, Block 200 of said Dunstan Map; thence southerly along the east line of said Block 200 to the southeast corner of Lot 21, Block 200 of said Dunstan map, said point also being the right-of-way of 17th Avenue; thence west along the north right-of-way of said 17th Avenue to the southwest corner of Lot 9, Block 201 of said Dunstan map, said point also being the intersection of the north right-of-way of 17th Avenue and the east right-of-way of 9th Street; thence southerly along the east right-of-way of said 9th Street to the Southwestern corner of Lot 18, Block 215 of said Dunstan map, said point also being on the eastern right-of-way of CSX railroad; thence southeasterly along the CSX railroad right-of-way to a point on the east boundary line of Lot 10, Block 218 of said Dunstan map; thence southerly along said eastern boundary line to the southeast corner of said Lot 10; thence continue southerly to the centerline of a vacated portion of 20th Avenue; thence westerly along said centerline to the east right-of-way of aforementioned 9th Street; thence southwesterly to the northeast corner of Lot 6, Block 230 of said Dunstan map, said point also being on the south right-of-way of 20th Avenue; thence westerly along the south right-of-way of said 20th Avenue to the northeast corner of Lot 8, Block 260 of said Dunstan map; thence continue westerly along said right-of-way a distance of 100 feet to point on said right-of-way; thence northeasterly to the southwest corner of Lot 11, Block 268 of said Dunstan map, said point also being the intersection of the north right-of-way of 20th Avenue and the east right-of-way of 14th Street; thence northerly along said east right-of-way of 14th Street to the northwest corner of Lot 7, Block 268 of said

Dunstan map, said point also being the northwest corner of parcel 28-5-21-3-002-037.000; thence easterly along the north boundary of said parcel a approximate distance of 190 feet to a fence line of the Calera Intermediate school; thence southeasterly along said fence a approximate distance of 158 feet to a corner in the fence line; thence easterly along said fence a approximate distance of 70 feet to the northwest corner of parcel 28-5-21-3-002-039.000; thence continue easterly along the north boundary of said parcel to the west boundary line of Block 268 of said Dunstan map and the west right-of-way of U S Hwy 31; thence northerly along the west right-of-way of said Hwy 31 to the northeast corner of Block 272 of said Dunstan map and the intersection of the south right-of-way of AL Hwy 25; thence westerly along the south right-of-way of said Hwy 25 to the northwest corner of parcel 28-5-21-3-002-002.000; thence northwesterly to the southeast corner of Lot 1, Block 2 of said Dunstan map, said point also being on the west right-of-way of 13th Street; thence northerly along the west right-of-way of said 13th Street to the southern right-of-way of Norfolk Southern Railroad, said point also being the northeast corner of parcel 28-5-21-3-301-005.000; thence northeasterly to the southeast corner of Lot 9, Block 10 of said Dunstan map; thence easterly to the southwest corner of Lot 6, Block 9 of said Dunstan map; thence northeasterly to the southeast corner of Lot 1, Block 9 of said map, said point also being on the west right-of-way of U S Hwy 31; thence northerly along said U S Hwy 31 right-of-way to the southeast corner of Lot 2, Block 27 of said Dunstan map; thence westerly to the southwest corner of said Lot 2; thence southwesterly to the southeast corner of Lot 27, of said Block 27; thence westerly to the southwest corner of said Lot 27, said point also being on the east right-of-way of 13th Street; thence northerly along said right-of-way to the northwest corner of Lot 14, Block 27 of said map; thence easterly to the northeast corner of said Lot 14; thence continue easterly a distance of 10 feet to the centerline of a closed 20 foot ally in said Block 27; thence southerly along said centerline approximately 20 foot to a point; thence easterly to the northwest corner of Lot 8 of said Block; thence continue easterly to the northeast corner of said Block, said point also being on the west right-of-way of said U S Hwy 31; thence northeasterly to the northwest corner of Lot 3, Block 28 of said Dunstan map; thence easterly to the northeast corner of said Lot 3; thence southeasterly to the northeast corner of Block 8, of said Dunstan map, said point also being the northern point of parcel 28-5-21-1-004-016.000, said point being on the west right-of-way of CSX Railroad; thence southerly along said CSX right-of-way to the southeast corner of Block 8 of said Dunstan map and the intersection of the north right-of-way of Norfolk Southern Railroad; thence southeasterly to the northeast corner of Lot 4, Block 7 of said map, said point being on the west right-of-way of CSX Railroad; thence southerly along said CSX right-of-way to the southeast corner of Lot 4, Block 7 of said Dunstan map, said point also intersecting the north right-of-way of AL HWY 25; thence southerly to the Point of Beginning.

City of Calera, Alabama

Notice of Public Hearings Dates

**The Mayor and Council will hold
two (2) Public Hearings on the following dates:**

Monday, May 5, 2025 @ 6:30 p.m.

Monday, May 19, 2025 @ 6:30 p.m.

Work Session begins at 5:45 p.m.

**The purpose of the
Public Hearings is to:**

**Hear Public Comments
Pertaining to amending
the Entertainment District Ordinance
by removing the yearly review**

Request to be Added to Council Agenda

04/28/2025 6:28 PM (EDT)

Request to be Added to Council Agenda

REQUEST TO BE ADDED TO THE CITY COUNCIL AGENDA

Form must be completed no later than 5:00 p.m. on the Monday prior to the council meeting.

SPEAKING POLICY REQUIREMENTS

- 1. All individuals wishing to address the Council must complete the request form.
- 2. Verbal comments and interruptions from the floor will not be allowed.
- 3. Each speaker will be limited to five (5) minutes. For groups of individuals that wish to address the Council on the same topic, they will be limited to three (3) minutes per speaker. In cases where there are multiple speakers on the same topic, speakers are encouraged not to repeat the same information presented by previous speakers.

Date of Request	04/28/2025
Meeting Date	May 5th, 2025
Speaker's Name	Waterstone Community / James Alexander and the Waterstone HOA
Speakers Address	148 Waterstone Way
City	Calera
State	Alabama
Zip Code	35040
Telephone #	2056880595
Email Address	jima0326@att.net

Briefly explain the topic or issue that you would like to discuss

The Waterstone Community was recently turned over a Community HOA from D R Horton and Mckay.

The original phase of our community never had the final top coat paving added to some of our streets, specifically Waterstone Way and Waterstone Court was never formally turned over to the City of Calera, and was originally covered under a letter of credit from Frontier Bank out of Georgia given to McKenzie Manor and later assigned to the Waterstone Development LLC. to insure the streets and sewers and drainage was completed. All has been completed except the top coat pavement on these two streets.

Frontier Bank released all mortgages to McKenzie Manor LLC and the Waterstone Development LLC. so the property could be taken over by NSH Corp. "Signature Homes" NSH never went bankrupt as a corporation, but bankrupted on the Waterstone Development LLC. The original documents show the community was turned over to NSH in an outright purchase by NSH from Mckenzie Manor LLC and the Waterstone Development LLC.

Our request is a simple one. We need Waterstone Way and Waterstone Court given the paving top coat we were to receive when we purchased our property from Signature Homes. We are requesting that these two streets be included in next years budget for the City Engineer to have completed.

Several more phases of development has taken place since Signature Homes made this purchase. Some of the companies are as follows:
McKenzie & Andrew Greer - Patriot Homes and D R Horton final owner!

Please attach any photographs, documents, or presentations that you would like to show at the meeting



McKenzie Manor LLC Waterstone Development LLC and Frontier Bank.pdf



Sell to NSH Signature Homes.pdf



Eric McKinley and Andrew Greer.pdf

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


20141008000316390 1/5 \$376.00
Shelby Cnty Judge of Probate, AL
10/08/2014 09:44:25 AM FILED/CERT

Send Tax Notice To:
Andrew McGreer
Eric McKinley
1858 Pt. Wendy Drive
Jacksons Gap, AL 36861

GENERAL WARRANTY DEED

STATE OF ALABAMA }
COUNTY OF SHELBY } **KNOW ALL MEN BY THESE PRESENTS:**

That in consideration of **Three Hundred Sixty Thousand and NO/100 Dollars (\$360,000.00)**
to the undersigned grantor,

Waterstone Development, LLC, an Alabama Limited Liability Company,

(herein referred to as **Grantor**), in hand paid by the Grantee herein, the receipt and sufficiency
whereof is acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey
unto

Eric McKinley and Andrew McGreer,

(herein referred to as **Grantee**), together with every contingent remainder or right of reversion the
following described real estate, situated in **SHELBY** County, Alabama to wit:

SEE ATTACHED EXHIBIT A

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

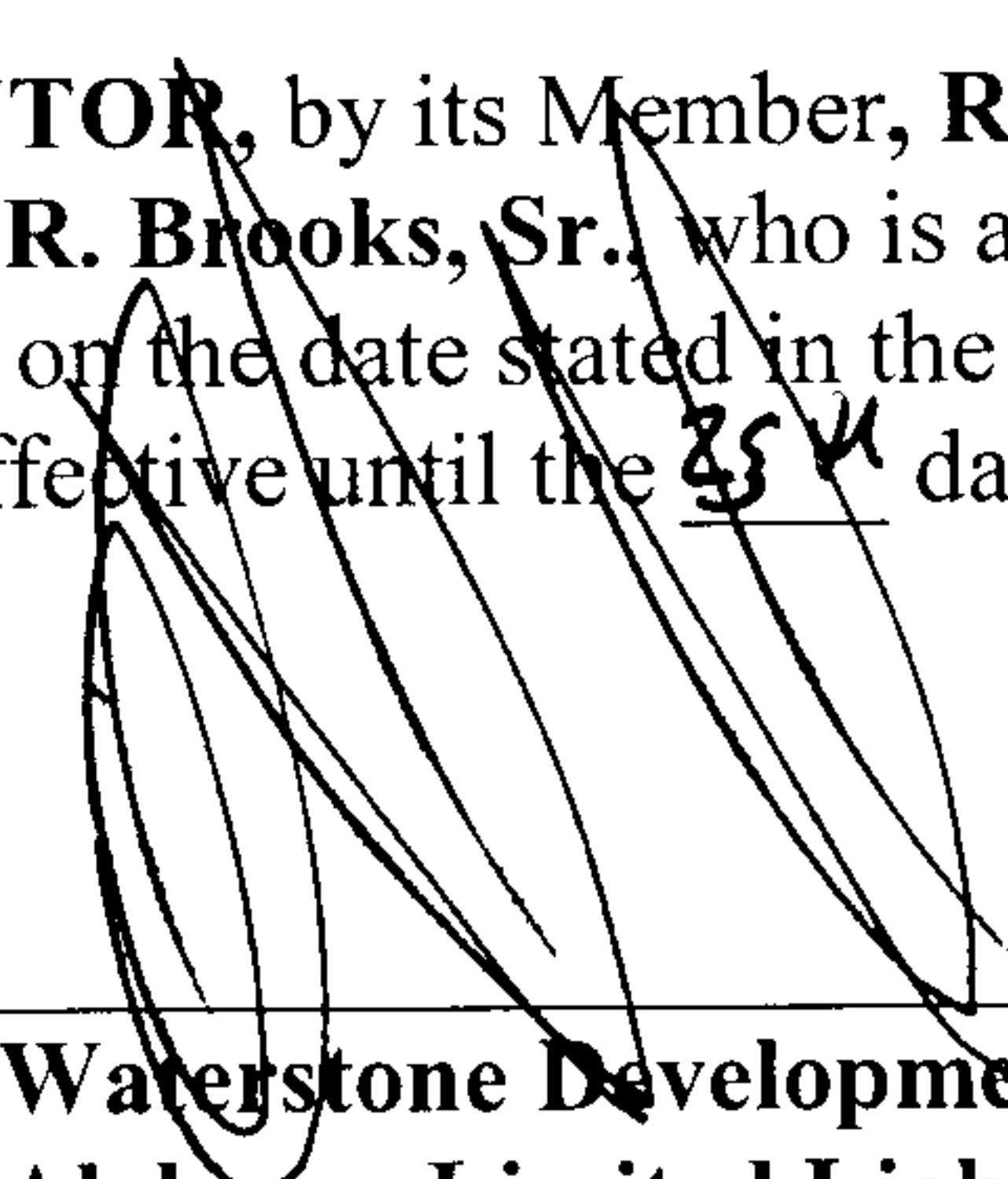
None of the above consideration was secured by and through the purchase money mortgage closed
and recorded herewith.

TO HAVE AND TO HOLD the tract or parcel of land above described together with all
and singular the rights, privileges, tenements, appurtenances, and improvements unto the Grantee,
his/her heirs and assigns forever.

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

Shelby County, AL 10/08/2014
State of Alabama
Deed Tax: \$350.00

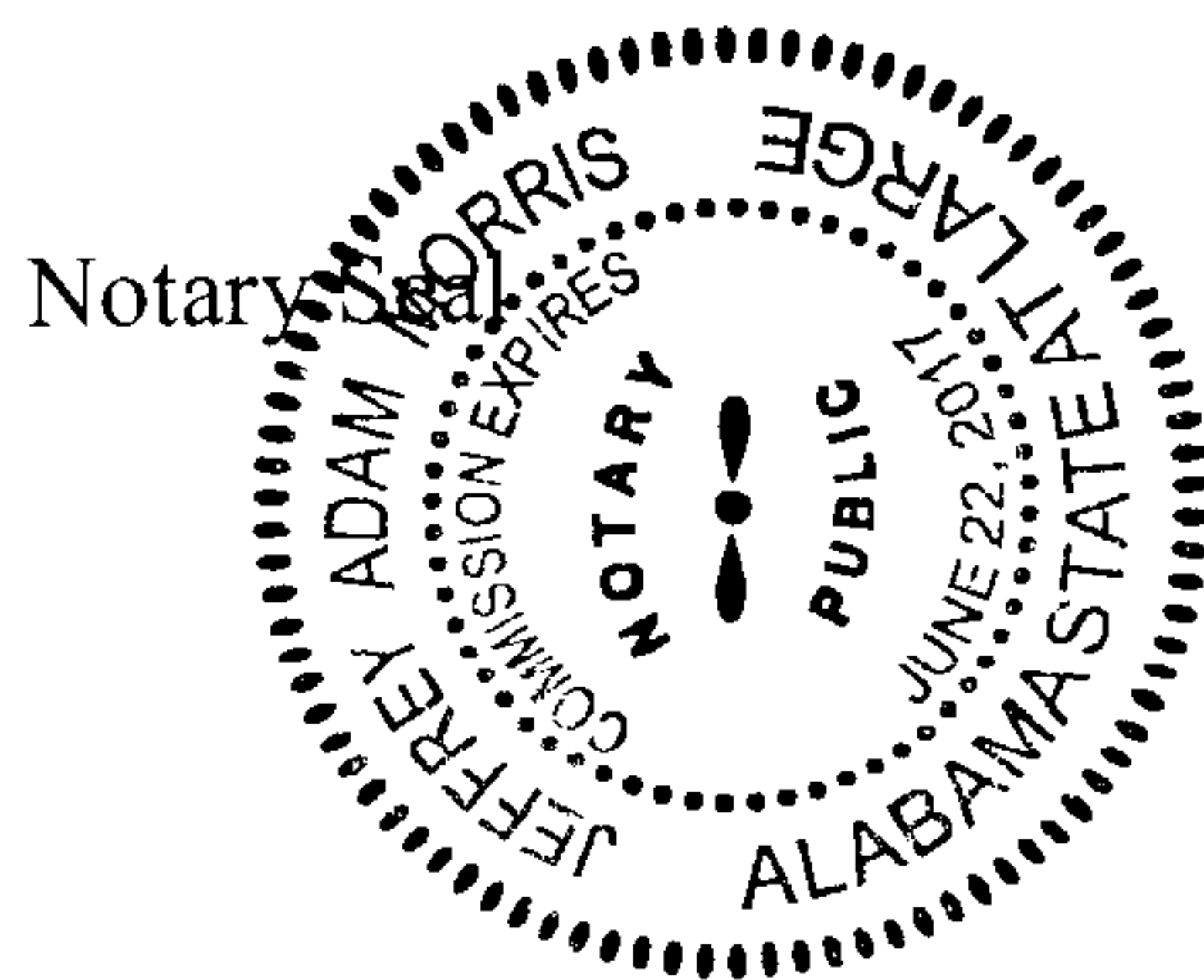
IN WITNESS WHEREOF, the said **GRANTOR**, by its Member, **Real Estate Investments, LTD, LLC**, by its Member, **Charles R. Brooks, Sr.**, who is authorized to execute this conveyance, has hereto set its signature and seal on the date stated in the notary acknowledgement, however, the same shall not be effective until the 25th day of September, 2014.


_____(SEAL)
**Waterstone Development, LLC, an
Alabama Limited Liability Company**
**By: Real Estate Investments LTD, LLC,
an Alabama Limited Liability Company**
Its: Member, by Charles R. Brooks, Sr.

**STATE OF ALABAMA
COUNTY OF JEFFERSON**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Charles R. Brooks, Sr.**, whose name as Member of Real Estate Investments LTD, LLC, the sole Member of Waterstone Development, LLC, is signed to the foregoing deed and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such Member and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this 25th day of September, 2014.



Notary Public,
My commission expires: _____



20141008000316390 2/5 \$376.00
Shelby Cnty Judge of Probate, AL
10/08/2014 09:44:25 AM FILED/CERT

EXHIBIT "A" - LEGAL DESCRIPTION

PARCEL I:

The following described property situated in Shelby County, Alabama, to-wit:

Commence at the NW corner of the SW 1/4 of the NE 1/4 of Section 6, Township 22 South, Range 2 West; thence turn Eastwardly along the North line for a distance of 853.88 feet for the point of beginning; thence continue along last described course for a distance of 271.30 feet; thence turn an angle to the right of 84°42'14" for a distance of 1347.12 feet to the South line of said 1/4 1/4; thence turn an angle to the right of 95°27'20" along said South line for a distance of 277.50 feet; thence turn an angle to the right of 84°48'15" for a distance of 1345.81 feet to the point of beginning.

Less and except any part of subject property lying within a road right of way.

PARCEL II:

A parcel of land situated in the SW 1/4 of the NE 1/4 of Section 6, Township 22 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the NE corner of the SE 1/4 of the NE 1/4 of said Section 6; thence North 87°20'08" West a distance of 1319.15 feet to the Point of Beginning; thence South 01°39'30" East a distance of 742.37 feet; thence North 87°12'15" West a distance of 275.23 feet; thence North 01°17'04" West a distance of 741.39 feet; thence South 87°20'08" East a distance of 270.33 feet to the Point of Beginning.

Less and except any part of subject property lying within a road right of way.

PARCEL III:

A parcel of land situated in the SE 1/4 of the NE 1/4 of Section 6, Township 22 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Begin at the NE corner of the SE 1/4 of the NE 1/4 of said Section 6; thence North 87°20'08" West a distance of 1319.15 feet; thence South 01°39'30" East a distance of 742.37 feet; thence South 01°58'59" East a distance of 586.36 feet; thence South 87°38'13" East a distance of 1216.85 feet; thence North 01°49'04" West a distance of 150.00 feet; thence South 87°38'13" East a distance of 100.00 feet; thence North 01°43'22" West a distance of 201.27 feet; thence North 01°48'38" West a distance of 166.11 feet; thence North 01°42'08" West a distance of 804.26 feet to the Point of Beginning.

Less and except any part of subject property lying within a road right of way.

PARCEL IV:

Part of Section 6, Township 22 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

From an existing 3 inch open top iron pipe found to be the most Southerly corner of Lot 4, the round table, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 7, page 38, and looking in a Northerly direction along the West line of said Lot 4 at the NW corner of said Lot 4, turn an angle to the left of 85°54'13" and run in a Westerly direction for a distance of 1316.72 feet to a point on the North right of way line of Shelby County Highway No. 22 (being 40 feet from the center of said road) and being marked by an existing iron rebar set by Weygand and being the point of beginning; thence run in a Westerly direction along the North right of way line of said Shelby County Highway No. 22 for a distance of 279.01 feet to an existing iron rebar set by Wheeler; thence turn an angle to the right of 85°30'27" and run in a Northerly direction for a distance of 585.62 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 94°26'12" and run in an Easterly direction for a distance of 275.19 feet to an existing iron rebar set by Weygand and being 1.6 feet West of an existing fence; thence turn an angle to the right of 85°11'36" and run in a Southerly direction for a distance of 586.20 feet, more or less, to the Point of Beginning.

[continued on next page]

20141008000316390 3/5 \$376.00
Shelby Cnty Judge of Probate: AL
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LESS AND EXCEPT:

A parcel of land located in the South 1/2 of the NE 1/4 of Section 6, Township 22 South, Range 2 West, being more particularly described as follows:

Commence at the NW corner of the SW 1/4 of the NE 1/4 of Section 6, Township 22 South, Range 2 West; thence in an Easterly direction along the North line of said 1/4 - 1/4 section a distance of 853.88 feet to the Northeast corner of Lot 2 of Heavenly Family Subdivision as recorded in Map Book 29, page 90, in the Office of the Judge of Probate in Shelby County, Alabama; thence a deflection angle right from the last described course of 86°07'59" in a Southerly direction along the Easterly lines of Lots 1 and 2 of said Heavenly Family Subdivision a distance of 1325.98 feet to a point on the North right of way line of Shelby County Highway Number 22; thence an angle to the right from the last described course of 94°03'23" in an Easterly direction and along said right of way line a distance of 278.19 feet; thence an angle to the right from the last described course of 85°30'21" in a Northerly direction a distance of 372.26 feet; thence an interior angle to the left from the last described course of 89°33'44" in an Easterly direction a distance of 5.35 feet to the Point of Beginning; thence an exterior angle to the right from the last described course of 90°00'00" in a Northerly direction a distance of 90.45 feet; thence an interior angle to the left from the last described course of 105°06'44" in a Northeasterly direction a distance of 190.34 feet; thence an interior angle to the left from the last described course of 90°00'00" in a Southeasterly direction a distance of 47.65 feet to the beginning of a curve to the left having a radius of 50.00 feet and a central angle of 35°55'38"; thence in a Southeasterly direction along said curve and tangent to last described course an arc distance of 31.35 feet; thence an interior angle to the left from the chord of last described curve of 107°57'49" in a Southwesterly direction a distance of 142.98 feet; thence an interior angle to the left from the last described course of 109°43'26" in a Northwesterly direction a distance of 130.39 feet to the Point of Beginning.

Less and except any portion of subject property lying within a road right of way.

LESS AND EXCEPT:

All property lying in the boundaries of the following recorded subdivisions:

The survey of Waterstone, Phase 1, recorded in Map Book 42 Page 24, in the Probate Office of Shelby County, Alabama

The survey of Waterstone Phase 2, as recorded in Map Book 42, page 118, in the Probate Office of Shelby County, Alabama.



20141008000316390 4/5 \$376.00
Shelby Cnty Judge of Probate, AL
10/08/2014 09:44:25 AM FILED/CERT

Real Estate Sales Validation Form

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

Grantor's Name Waterstone Dev.
Mailing Address 4513 Valleydale Rd Ste 4
Birmingham, AL 35242

Grantee's Name McGreer McKinley
Mailing Address 1888 Point Windy Dr
Jacksons Gap, AL 36861

Property Address Waterstone Dev. Land
Calera, AL

Date of Sale 9/30/14
Total Purchase Price \$ 350,000.00
or
Actual Value \$ _____
or
Assessor's Market Value \$ _____

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

- ☐ 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 9/30/14

Print Amy Floine Courtney

Sign _____

(Grantor/Grantee/Owner/Agent) circle one

20141008000316390 5/5 \$376.00
Shelby Cnty Judge of Probate, AL
10/08/2014 09:44:25 AM FILED/CERT

Print Form

Form RT-1

This instrument was prepared by:

John L. Hartman, III
P. O. Box 846
Birmingham, Alabama 35201

Send Tax Notice To:

NSH CORP.
3545 Market Street
Birmingham, AL 35226

CORPORATION FORM WARRANTY DEED

STATE OF ALABAMA

COUNTY OF SHELBY


20110718000208660 1/2 \$662.00
Shelby Cnty Judge of Probate, AL
07/18/2011 12:27:43 PM FILED/CERT

That in consideration of Six Hundred Forty-three Thousand Seven Hundred Fifty and 00/100 (\$643,750.00) DOLLARS to the undersigned grantor in hand paid by the grantee herein, the receipt whereof is hereby acknowledged, **WaterStone Development, LLC**, an Alabama limited liability company, does hereby grant, bargain, sell and convey unto **NSH CORP.**, (herein referred to as Grantee), the following described real estate situated in Shelby County, Alabama, to-wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

SUBJECT TO: (1) Current taxes; (2) Building lines, easements and restrictions as shown on plat recorded in Map Book 42, page 24, in the Probate Office of Shelby County, Alabama; (3) Easement to BellSouth Telecommunications, as recorded in Instrument 20060223000086810; (4) Declaration of Easement recorded in Instrument 20040106000009970 in the Probate Office of Shelby County, Alabama; (5) Easement granted to Alabama Power Company as recorded in Instrument 20100902000284230 and Instrument 20101012000339550 in the Probate Office of Shelby County, Alabama.

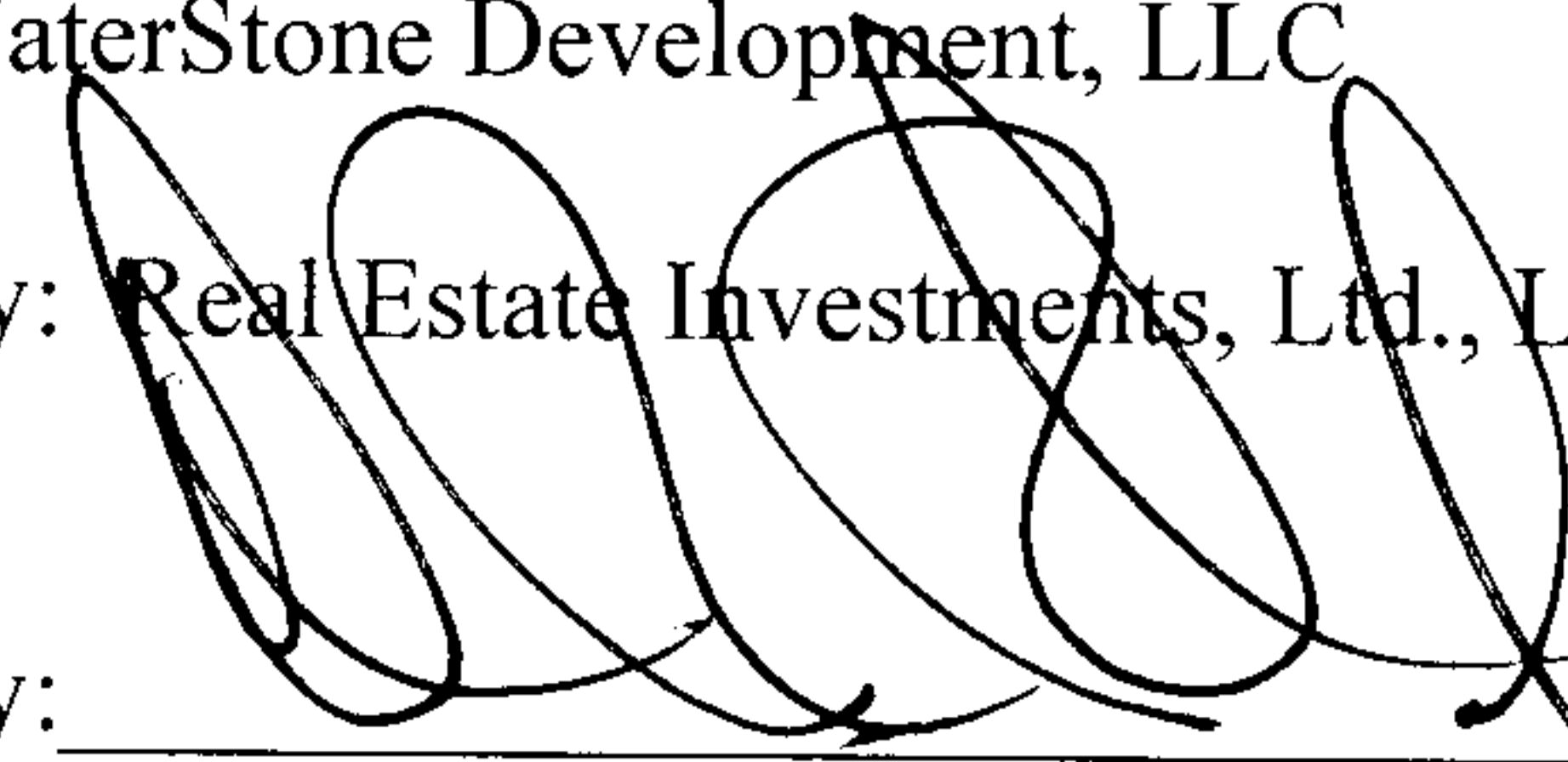
TO HAVE AND TO HOLD unto the said grantee, its successors and assigns forever.

And said Grantor does for itself, its successors and assigns, covenant with said Grantee, its successors 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 Grantees its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Grantor, by its Sole Member, who is authorized to execute this conveyance, has hereto set its signature and seal this 12th day of July, 2011.

Shelby County, AL 07/18/2011
State of Alabama
Deed Tax: \$644.00

WaterStone Development, LLC

By:  Real Estate Investments, Ltd., L.L.C.

By: _____
Charles R. Brooks, Sr., Member

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles R. Brooks, Sr., whose name as Member of Real Estate Investments, Ltd., L.L.C., Sole Member of WaterStone Development, LLC, an Alabama 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 officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 12th day of July, 2011.

My Commission Expires:

8/4/13

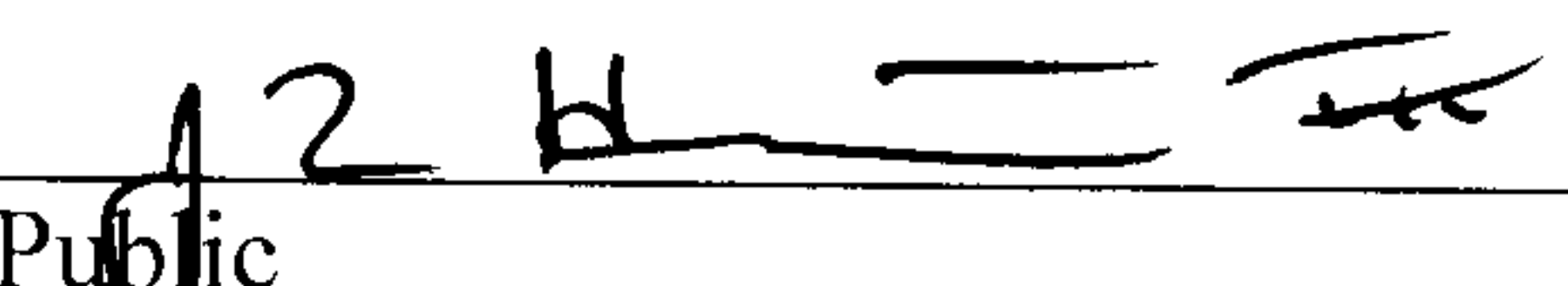

Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION


20110718000208660 2/2 \$662.00
Shelby Cnty Judge of Probate, AL
07/18/2011 12:27:43 PM FILED/CERT

A parcel of land situated in the Southeast Quarter of the Northeast Quarter of Section 6, Township 22 South, Range 2 West, Huntsville Meridian, Shelby County, Alabama being more particularly described as follows:

Commence at the Southeast corner of the Southeast Quarter of the Northeast Quarter of Section 6, Township 22 South, Range 2 West, Huntsville Meridian, Shelby County, Alabama; thence run in a westerly direction along the south line of said quarter-quarter section for a distance of 100.00 (deed) to the west line of that parcel as described in a Warranty Deed recorded as Instrument #20100825000272720 in the office of the Judge of Probate, Shelby county, Alabama and to the POINT OF BEGINNING; thence leaving said west line continue in a westerly direction along said south line for a distance of 996.18 feet to the southeast line of Waterstone Phase 1 as recorded in Map Book 42, Page 24 in the aforementioned office of the Judge of Probate; thence turn an interior angle to the left of 90°00'00" and leaving said south line run in a northerly direction along said southeast line for a distance of 91.83 feet; thence turn an interior angle to the left of 127°13'59" and run in a northeasterly direction along said southeast line for a distance of 352.11 feet; thence turn an interior angle to the left of 142°40'30" and run in an easterly direction along said southeast line for a distance of 189.50 feet; thence turn an interior angle to the left of 248°59'23" and run in a northeasterly direction along said southeast line for a distance of 218.89 feet; thence turn an interior angle to the left of 148°20'08" and run in a northeasterly direction along said southeast line for a distance of 35.01 feet; thence turn an interior angle to the left of 184°34'06" and run in a northeasterly direction along said southeast line for a distance of 51.77 feet; thence turn an interior angle to the left of 184°34'06" and run in a northeasterly direction along said southeast line for a distance of 30.71 feet; thence turn an interior angle to the left of 137°41'45" and leaving said southeast line run in an easterly direction for a distance of 237.00 feet; thence turn an interior angle to the left of 270°00'00" and run in a northerly direction for a distance of 17.85 feet; thence turn an interior angle to the left of 90°00'00" and run in an easterly direction for a distance of 50.00 feet; thence turn an interior angle to the left of 90°00'00" and run in a southerly direction for a distance of 255.00 feet; thence turn an interior angle to the left of 270°01'14" and run in an easterly direction for a distance of 129.79 feet more or less to the east line of the aforementioned Southeast Quarter of the Northeast Quarter; thence turn an interior angle to the left of 89°59'08" and run in a southerly direction along said east line for a distance of 230.63 feet to the north line of the aforementioned parcel recorded as Instrument #20100825000272720 in the office of the Judge of Probate; thence turn an interior angle to left of 85°57'39" and leaving said east line run in a westerly direction along said north line for a distance of 99.99 feet (deed-100 feet) to the aforementioned west line of said parcel; thence turn an interior angle to the left of 274°08'47" and leaving said north line run in a southerly direction along said west line for a distance of 150.03 feet (deed-150 feet) to the POINT OF BEGINNING.

Said parcel containing 9.46 acres, more or less.



20090102000000910 1/12 \$46.00
Shelby Cnty Judge of Probate, AL
01/02/2009 12:12:31PM FILED/CERT

This Instrument Prepared by:
William C. Byrd, II
Bradley Arant Rose & White LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203-2104
Telephone: (205) 521-8000

Cross Reference:
Instr. 20060406000160340
Instr. 20070201000048070
Instr. 20080328000125260

4,050,000
P.A.D

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

ASSUMPTION AND AMENDMENT TO LOAN DOCUMENTS AGREEMENT

THIS AGREEMENT, made effective the 30th day of December 2008, is by and among **FRONTIER BANK**, a Georgia banking corporation (the "Lender"), **MCKENZIE MANOR , LLC**, an Alabama limited liability company ("McKenzie"), and **WATERSTONE DEVELOPMENT LLC**, an Alabama limited liability company (the "Borrower").

RECITALS:

A. Lender is the Mortgagee that pursuant to that certain Mortgage and Security Agreement: Open-End Credit with Future Advances dated March 31, 2006, from McKenzie to Lender recorded at Instrument 20060406000160340 with the Judge of Probate of Shelby County, Alabama, that certain Amendment to Mortgage and Security Agreement dated January 23, 2007, by and between McKenzie and Lender recorded at Instrument 20070201000048070, and that certain Mortgage and Security Agreement dated March 21, 2008, recorded at Instrument 20080328000125260 with the Judge of Probate of Shelby County, Alabama (as amended or modified, collectively, the "Mortgage"). The Mortgage secures that certain Multipurpose Note and Security Agreement dated March 31, 2006, by and between McKenzie and Lender, that certain Multipurpose Note and Security Agreement dated October 19, 2007, by and between McKenzie and Lender, Multipurpose Note and Security Agreement dated March 21, 2008, by and between McKenzie and Lender, and Modification, Extension, Change in Terms Agreement dated July 31, 2008, by and between McKenzie and Lender (as amended, extended, or modified, collectively, the "Note").

Borrower desires to purchase the real property and improvements described in Exhibit A and described in and encumbered by the Mortgage (collectively, the "Premises"), subject to the lien thereof, and has requested that Lender consent to such acquisition and permit the assumption by Borrower of the Note and the obligations of MCKENZIE under the Note and the Mortgage. Lender has agreed to permit such acquisition and assumption pursuant to the terms of this Agreement. All obligations of MCKENZIE under the Note and the Mortgage are collectively referred to herein as the "Loan Obligations."

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and the representations, warranties, covenants and agreements herein set forth, the parties hereby agree as follows:

1. **Affirmation of Recitals; Definitions.** The parties hereby acknowledge the foregoing Recitals to be true and correct. Borrower confirms that it has received copies of the Credit Documents, and has had full and fair opportunity to review the same with independent legal counsel of Borrower's choosing. Lender hereby warrants to Borrower that the Loan Obligations are embodied in the Credit Documents, all as herein described.

2. **Outstanding Principal Balance of Loan.** The parties hereby acknowledge that the Lender has advanced \$4,050,000 to McKenzie and continues to be outstanding with the Notes (the "Loans") and the Notes and Loans are secured by the Mortgage.

3. **Assumption of Loan Obligations.** Borrower hereby assumes and agrees to be fully bound by the Loan Obligations as stated in the Credit Documents, including all covenants, agreements and waivers therein set forth, and shall be unaffected by any offset, defense or defect in enforceability of any of the Credit Documents against MCKENZIE, all of which are hereby expressly waived by Borrower. Any and all references to the "Mortgagor", "Grantor", "Borrower", "Maker" "User" and "Assignor" contained in any Loan Document shall hereafter be deemed to refer to Waterstone Development LLC, an Alabama limited liability company, mutatis mutandis, with full and equal force and effect.

4. **Release.** MCKENZIE is hereby released and discharged from any and all liability pursuant to the Mortgage and Loan Obligations.

5. **Representations and Warranties.** Borrower confirms that it has reviewed the covenants, representations and warranties contained in the Credit Documents, and that upon substituting itself for MCKENZIE all such covenants, representations and warranties, to the extent applicable, shall remain true and correct as of the date hereof unless specifically modified in writing by agreement of the parties. As a material inducement to Lender's agreement to permit the assumption of the Loan Obligations by Borrower, Borrower hereby further represents and warrants to Lender as follows:

(a) Borrower is a duly organized and validly existing Alabama limited liability company, having full power and authority to consummate the transactions contemplated by this Agreement and to perform the Loan Obligations.

(b) There are no actions, suits, or proceedings pending or, to the best of Borrower's knowledge, threatened, which might materially and adversely affect the financial condition of Borrower or which might materially impair the value of any collateral taken or to be taken by Lender in connection with the transactions contemplated hereby. Borrower is not in violation of any agreement, the violation of which might reasonably be expected to have a materially adverse effect on Borrower's business or assets, and Borrower is not in violation of any order, judgment, or decree of any court, or any statute or governmental regulation to which Borrower is subject. Neither the execution and performance of this Agreement or of any of the

Credit Documents will result in any breach of any mortgage, security deed, lease, credit or loan agreement or any other instrument which may bind or affect Borrower.

(c) All financial statements of Borrower heretofore given and hereafter to be given to Lender are and will be true and complete in all material respects as of their respective dates and prepared in accordance with generally accepted accounting principles consistently applied, and fairly represent the financial conditions of the Borrower as of the date thereof, and no materially adverse change shall have occurred in the financial conditions reflected therein during the period between the date thereof and the date of delivery of such financial statements to Lender.

(d) To the best of Borrower's knowledge, there are no proceedings pending or threatened to acquire, by power of condemnation or eminent domain, any portion of the Premises, or any interest therein, or to enjoin or similarly prevent the use of any of the Premises for the purposes contemplated by Borrower.

(e) All documents furnished to Lender by or on behalf of Borrower as part of or in support of the Borrower's application to assume the Loan are true, correct, complete and accurately represent the matters to which they pertain in all material respects.

(f) The Premises will, at all times, be maintained in substantial compliance with all applicable laws, ordinances, rules and regulations, and all laws, ordinances, rules and regulations relating to zoning, building codes, set back requirements and environmental matters.

6. **Consent to Assumption.** In consideration of the representations, warranties and agreements of Borrower and MCKENZIE herein set forth, Lender does hereby (a) consent to the transfer of the Premises from MCKENZIE, and (b) consent to the assumption of the Loan Obligations by Borrower.

7. **Further Assurances.** Upon request by the Lender, the Borrower will make, execute and deliver or cause to be made, executed and delivered, to the Lender and, where appropriate, to cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed reasonably necessary by the Lender, any and all such instruments of further assurance, certificates and other documents as may, in the reasonable opinion of the Lender, be necessary or desirable in order to effectuate, complete, perfect, or to continue and preserve the Loan Obligations of the Borrower assumed hereby, and the lien and security title of the Credit Documents as a first and prior lien upon and security interest in all of the Premises.

8. **Miscellaneous.**

(a) Any provision in this Agreement which may be unenforceable or invalid under any law shall be ineffective to the extent of such unenforceability or invalidity without affecting the enforceability or validity of any other provision hereof; provided, however, that if the assumption of the Loan Obligations by Borrower set forth herein shall be unenforceable or invalid, then this Agreement shall be deemed null and void ab initio.

(b) Section headings are inserted for convenience of reference only and shall be disregarded in the interpretation of this Agreement. The provisions of this Agreement shall be construed without regard to the party responsible for the drafting and preparation hereof.

(c) Time is of the essence regarding this Agreement and the performance of each of the covenants and agreements contained herein and in the Credit Documents.

(d) This Agreement and the obligations of the parties hereunder shall be binding upon and enforceable against, and shall inure to the benefit of, the parties and their respective heirs, executors, administrators, successors and assigns.

(e) No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

(f) This Agreement may be executed in any number of counterparts bearing the original signatures of one or more of the parties hereto, each of which shall constitute an original, but all of which, taken together, shall evidence but one and the same Agreement.

(g) **THE VALIDITY, INTERPRETATION, ENFORCEMENT, AND EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF ALABAMA.**

(h) **TO THE EXTENT PERMITTED BY LAW, THE PARTIES HERETO HEREBY MUTUALLY WAIVE ANY RIGHT TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION ARISING OUT OF OR IN ANY WAY PERTAINING OR RELATING TO THIS AGREEMENT, ANY DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT, OR IN CONNECTION WITH ANY OF THE TRANSACTIONS RELATED HERETO OR CONTEMPLATED HEREBY, OR THE EXERCISE OF ANY PARTY'S RIGHTS OR REMEDIES HEREUNDER, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. A COPY OF THIS PARAGRAPH MAY BE FILED WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW, AND THAT ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN THEM SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY. NONE OF THE PARTIES HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT IT WOULD NOT, IN THE EVENT OF SUCH DISPUTE OR CONTROVERSY, SEEK TO ENFORCE THE PROVISIONS OF THIS PARAGRAPH.**

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this instrument to be properly executed as of the 30th day of December, 2008, but to be effective as of the day and year first above written.

LENDER:

FRONTIER BANK,
a Georgia state banking corporation

By: John C. Sivley
Print Name: John C. Sivley
Its: Senior Vice President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that John C. Sivley, whose name as Senior Vice President of Frontier Bank, a Georgia state banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said state banking corporation.

Given under my hand and official seal this 30th day of December, 2008.

Shirley Dunagan Lane
Notary Public

[NOTARIAL SEAL]

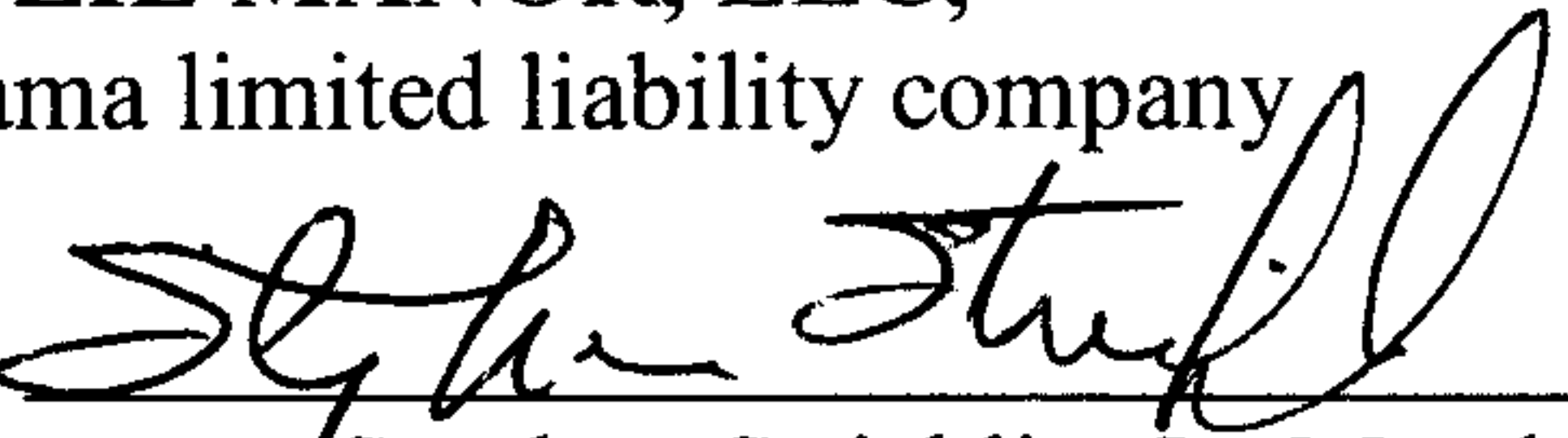
My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 1, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS

20090102000000910 6/12 \$46.00
Shelby Cnty Judge of Probate, AL
01/02/2009 12:12:31PM FILED/CERT

MCKENZIE:

MCKENZIE MANOR, LLC,
An Alabama limited liability company

By: 
Stephen Stricklin, Its Member

By: _____
Steven Allen, Its Member

STATE OF ALABAMA)
COUNTY OF _____)

[INSERT ACKNOWLEDGEMENT]

STATE OF ALABAMA

Shelby COUNTY

20090102000000910 7/12 \$46.00
Shelby Cnty Judge of Probate, AL
01/02/2009 12:12:31PM FILED/CERT

I, the undersigned, a notary public in and for said county in said state, hereby certify that Stephen Stricklin and Steven Allen, whose name as Members of McKenzie Manor, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such Members and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 30 day of December, 2008.

Kelli Foster
Notary Public

[NOTARIAL SEAL]

My commission expires:

Kelli Foster
Notary Public
My Commission Expires
1/18/2009

1/1804038.1



20090102000000910 8/12 \$46.00
Shelby Cnty Judge of Probate, AL
01/02/2009 12:12:31PM FILED/CERT

MCKENZIE:

MCKENZIE MANOR, LLC,
An Alabama limited liability company

By: _____
Stephen Stricklin, Its Member

By: *Steven Allen*
Steven Allen, Its Member

STATE OF ALABAMA)
COUNTY OF Shelby)

[INSERT ACKNOWLEDGEMENT]

STATE OF ALABAMA

Shelby COUNTY

20090102000000910 9/12 \$46.00
Shelby Cnty Judge of Probate, AL
01/02/2009 12:12:31PM FILED/CERT

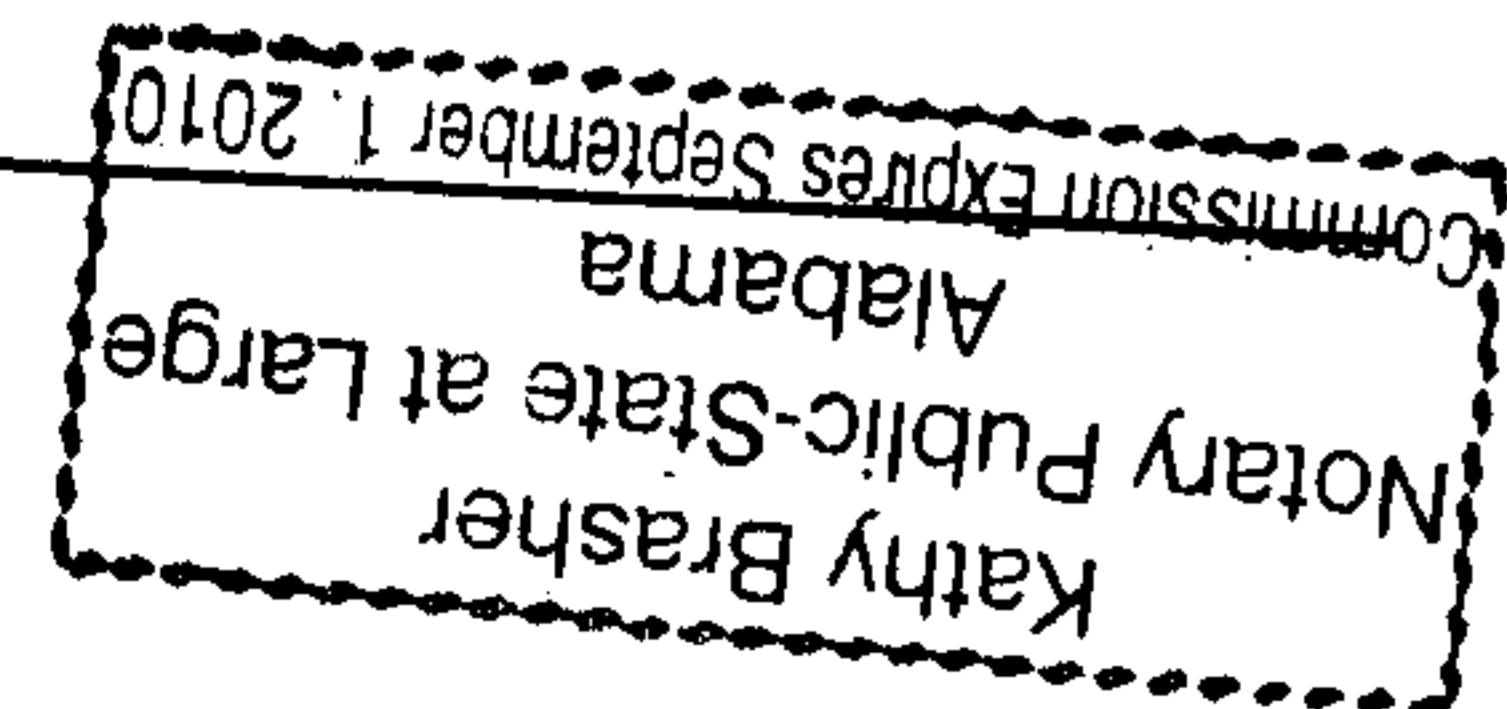
I, the undersigned, a notary public in and for said county in said state, hereby certify that Stephen Stricklin and Steven Allen, whose name as Members of McKenzie Manor, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such Members and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 30th day of Dec, 2008.

Kathy Brasher
Notary Public

[NOTARIAL SEAL]

My commission expires:



1/1804038.1



20090102000000910 10/12 \$46.00
Shelby Cnty Judge of Probate, AL
01/02/2009 12:12:31PM FILED/CERT

BORROWER:

WATERSTONE DEVELOPMENT LLC,
An Alabama limited liability company

By: Tobi Gilkey
Tobi Gilkey, Its Member/Manager

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Tobi Gilkey, whose name as Member/Manager of Waterstone Development LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Member/Manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 30th day of December, 2008.

Sharilyn D. Duggan
Notary Public

[NOTARIAL SEAL]

My commission expires: Aug 1, 2010
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 1, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS

EXHIBIT A
LEGAL DESCRIPTION

2009010200000910 11/12 \$46.00
Shelby Cnty Judge of Probate, AL
01/02/2009 12:12:31PM FILED/CERT

PARCEL I:

The following described property situated in Shelby County, Alabama, to-wit:

Commence at the NW corner of the SW 1/4 of the NE 1/4 of Section 6, Township 22 South, Range 2 West; thence turn Eastwardly along the North line for a distance of 853.88 feet for the point of beginning; thence continue along last described course for a distance of 271.30 feet; thence turn an angle to the right of 84°42'14" for a distance of 1347.12 feet to the South line of said 1/4 1/4; thence turn an angle to the right of 95°27'20" along said South line for a distance of 277.50 feet; thence turn an angle to the right of 84°48'15" for a distance of 1345.81 feet to the point of beginning.

Less and except any part of subject property lying within a road right of way.

PARCEL II:

A parcel of land situated in the SW 1/4 of the NE 1/4 of Section 6, Township 22 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the NE corner of the SE 1/4 of the NE 1/4 of said Section 6; thence North 87°20'08" West a distance of 1319.15 feet to the Point of Beginning; thence South 01°39'30" East a distance of 742.37 feet; thence North 87°12'15" West a distance of 275.23 feet; thence North 01°17'04" West a distance of 741.39 feet; thence South 87°20'08" East a distance of 270.33 feet to the Point of Beginning.

Less and except any part of subject property lying within a road right of way.

PARCEL III:

A parcel of land situated in the SE 1/4 of the NE 1/4 of Section 6, Township 22 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Begin at the NE corner of the SE 1/4 of the NE 1/4 of said Section 6; thence North 87°20'08" West a distance of 1319.15 feet; thence South 01°39'30" East a distance of 742.37 feet; thence South 01°58'59" East a distance of 586.36 feet; thence South 87°38'13" East a distance of 1216.85 feet; thence North 01°49'04" West a distance of 150.00 feet; thence South 87°38'13" East a distance of 100.00 feet; thence North 01°43'22" West a distance of 201.27 feet; thence North 01°48'38" West a distance of 166.11 feet; thence North 01°42'08" West a distance of 804.26 feet to the Point of Beginning.

Less and except any part of subject property lying within a road right of way.

PARCEL IV:

Part of Section 6, Township 22 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

From an existing 3 inch open top iron pipe found to be the most Southerly corner of Lot 4, the round table, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 7, page 38, and looking in a Northerly direction along the West line of said Lot 4 at the NW corner of said Lot 4, turn an angle to the left of $85^{\circ}54'13''$ and run in a Westerly direction for a distance of 1316.72 feet to a point on the North right of way line of Shelby County Highway No. 22 (being 40 feet from the center of said road) and being marked by an existing iron rebar set by Weygand and being the point of beginning; thence run in a Westerly direction along the North right of way line of said Shelby County Highway No. 22 for a distance of 279.01 feet to an existing iron rebar set by Wheeler; thence turn an angle to the right of $85^{\circ}30'27''$ and run in a Northerly direction for a distance of 585.62 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of $94^{\circ}26'12''$ and run in an Easterly direction for a distance of 275.19 feet to an existing iron rebar set by Weygand and being 1.6 feet West of an existing fence; thence turn an angle to the right of $85^{\circ}11'36''$ and run in a Southerly direction for a distance of 586.20 feet, more or less, to the Point of Beginning.

LESS AND EXCEPT:

A parcel of land located in the South $1/2$ of the NE $1/4$ of Section 6, Township 22 South, Range 2 West, being more particularly described as follows:

Commence at the NW corner of the SW $1/4$ of the NE $1/4$ of Section 6, Township 22 South, Range 2 West; thence in an Easterly direction along the North line of said $1/4 - 1/4$ section a distance of 853.88 feet to the Northeast corner of Lot 2 of Heavenly Family Subdivision as recorded in Map Book 29, page 90, in the Office of the Judge of Probate in Shelby County, Alabama; thence a deflection angle right from the last described course of $86^{\circ}07'59''$ in a Southerly direction along the Easterly lines of Lots 1 and 2 of said Heavenly Family Subdivision a distance of 1325.98 feet to a point on the North right of way line of Shelby County Highway Number 22; thence an angle to the right from the last described course of $94^{\circ}03'23''$ in an Easterly direction and along said right of way line a distance of 278.19 feet; thence an angle to the right from the last described course of $85^{\circ}30'21''$ in a Northerly direction a distance of 372.26 feet; thence an interior angle to the left from the last described course of $89^{\circ}33'44''$ in an Easterly direction a distance of 5.35 feet to the Point of Beginning; thence an exterior angle to the right from the last described course of $90^{\circ}00'00''$ in a Northerly direction a distance of 90.45 feet; thence an interior angle to the left from the last described course of $105^{\circ}06'44''$ in a Northeasterly direction a distance of 190.34 feet; thence an interior angle to the left from the last described course of $90^{\circ}00'00''$ in a Southeasterly direction a distance of 47.65 feet to the beginning of a curve to the left having a radius of 50.00 feet and a central angle of $35^{\circ}55'38''$; thence in a Southeasterly direction along said curve and tangent to last described course an arc distance of 31.35 feet; thence an interior angle to the left from the chord of last described curve of $107^{\circ}57'49''$ in a Southwesterly direction a distance of 142.98 feet; thence an interior angle to the left from the last described course of $109^{\circ}43'26''$ in a Northwesterly direction a distance of 130.39 feet to the Point of Beginning.

Less and except any portion of subject property lying within a road right of way.

Request to be Added to Council Agenda

04/15/2025 10:43 AM (EDT)

Request to be Added to Council Agenda

REQUEST TO BE ADDED TO THE CITY COUNCIL AGENDA

Form must be completed no later than 5:00 p.m. on the Monday prior to the council meeting.

SPEAKING POLICY REQUIREMENTS

- 1. All individuals wishing to address the Council must complete the request form.
- 2. Verbal comments and interruptions from the floor will not be allowed.
- 3. Each speaker will be limited to five (5) minutes. For groups of individuals that wish to address the Council on the same topic, they will be limited to three (3) minutes per speaker. In cases where there are multiple speakers on the same topic, speakers are encouraged not to repeat the same information presented by previous speakers.

Date of Request	04/15/2025
Meeting Date	April 21, 2025
Speaker's Name	TERRY J. COBB "T.C."
Speakers Address	1614 HIGHWAY 84
City	Calera
State	Alabama
Zip Code	35040
Telephone #	2056682492
Email Address	cobbt@vmcmail.com
Briefly explain the topic or issue that you would like to discuss	I WOULD LIKE TO BE SCHEDULED FOR THE MAY 5 MEETING. I'M THE PRESIDENT OF THE CALERA KIWANIS. WE ARE TRYING TO GROW OUR CLUB. OUR MAIN FUND RAISER WAS DISCONTINUED BACK AT COVID. THOMAS THE TRAIN FUND RAISER. ALL OUR MONEY GOES TO HELP SCHOOL.S. WANT TO PRESENT A PLAN TO DO A CALERA CITY FAIR-CARNVIAL IN 2026.