



CITY OF PRATTVILLE

BILL GILLESPIE, JR.
MAYOR

CITY COUNCIL

WILLIE WOOD, JR.
PRESIDENT
DISTRICT 2

ALBERT C. STRIPLIN
PRESIDENT PRO TEMPORE
DISTRICT 1

DENISE B. BROWN
DISTRICT 3

JERRY STARNES
DISTRICT 4

CLYDE CHAMBLISS, JR.
DISTRICT 5

RAY C. BOLES
DISTRICT 6

LORA LEE BOONE
DISTRICT 7

City of Prattville Historic Preservation Commission

**The minutes of the November 29, 2012 meeting of
the City of Prattville Historic Preservation
Commission were approved.**

Thea Langley, Chairman

1/24/13

Date

PLANNING & DEVELOPMENT DEPARTMENT

102 WEST MAIN STREET ■ PRATTVILLE, ALABAMA 36067 ■ 334-361-3613 ■ 334-361-3677
FACSIMILE
planning.prattvilleal.gov



CITY OF PRATTVILLE

BILL GILLESPIE, JR.
MAYOR

CITY COUNCIL

MIKE RENEGAR
PRESIDENT
DISTRICT 5

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DISTRICT 1

WILLIE WOOD, JR.
DISTRICT 2

DENISE B. BROWN
DISTRICT 3

TOM MILLER
DISTRICT 4

RAY C. BOLES
DISTRICT 6

**CITY OF PRATTVILLE
HISTORIC PRESERVATION COMMISSION
AGENDA
November 29, 2012
4:30 p.m.**

Call to Order:

Roll Call:

Chairman Langley, Vice-Chairman Price, Ms. Kate Chieves, Mr. Barrett, Mrs. Davis, and Ms. Kirkpatrick.

Minutes:

Old Business:

None

New Business:

- | | | |
|--------------|---|-----------------------|
| 1. CA1211-01 | Certificate of Appropriateness
Addition & Alterations-Exterior
113 North Washington Street
Rob & Barbara Gaston, Petitioners | <i>Public Hearing</i> |
| 2. CA1211-02 | Certificate of Appropriateness
Alteration-Patio Enclosure
161 West Main Street
Jules Moffett, Petitioner | <i>Public Hearing</i> |
| 3. CA1211-03 | Certificate of Appropriateness
Sign-Alterations
166 West Main Street
Walthall Enterprises, LLC | <i>Public Hearing</i> |

Miscellaneous:

Adjourn:

**CITY OF PRATTVILLE
HISTORIC PRESERVATION COMMISSION
MINUTES
November 29, 2012**

Call to order:

The regular meeting of the Prattville Historic Preservation Commission was called to order on Thursday, November 29, 2012 at 4:37 p.m.

Roll Call:

The secretary called the roll. Members present were Chairman Thea Langley, Vice-Chairman Gray Price, Mr. Will Barrett, Ms. Kate Chieves, Mrs. Jean Davis, and Ms. Lenore Kirkpatrick. Members Absent: None.

Quorum present

Also present were: Mr. Joel Duke, City Planner, and Ms. Alisa Morgan, Secretary.

Minutes:

None

Old Business:

None

New Business:

**Certificate of Appropriateness
Addition & Alterations-Exterior
113 North Washington Street
Rob & Barbara Gaston, Petitioners**

Robert & Barbara Gaston, petitioners, presented their request for Certificate of Appropriateness to make alterations on property at 113 North Washington Street. They stated that the current blocks on the sidewalk were no longer available and they planned to replace with a stained textured sidewalk at the current 10' width. They stated that the plans for the storage building were to add 12' extension to the east side, to replace the metal roof, to add two windows keeping in character of the house and cottage, and to raise the existing walls by two feet. They stated that there would be no porch on the side.

Mr. Duke provided the staff report for the property at 113 North Washington Street. He stated that the request to replace the gutters was a maintenance issue and did not require a Certificate of Appropriateness. He stated that the guidelines (page 44) require that if the walkway is replaced, the new walkway should be simpler in design and should not seek to mimic the original. Any new concrete should be in keeping with the style of the house. He stated that the guidelines (page 50) addressed outbuildings. He stated that the proposed renovations for the structure were appropriate. He stated that care should be taken to match the style of the new roof as well as the material.

The Gastons stated that they were agreeable to selecting a roof close in comparison to the existing roof.

Mrs. Davis moved to approve contingent that the replacement roof match the existing roof as close as possible. Mr. Barrett seconded the motion.

The motion to approve passed unanimously.

**Certificate of Appropriateness
Alteration-Patio Enclosure
161 West Main Street
Jules Moffett, Petitioner**

Jules Moffett, petitioner, presented renovation plans for the current business known as *Patsy's Pins and Needles*.

Mr. Duke provided the staff report of the agenda item. He stated that the request was to convert incomplete renovation of enclosed room on the rear of the building started in 2008 to a covered porch. The applicant propose removal of exposed wall studs, encasing metal support posts in wood, adding wood top and bottom railings and balusters between the posts. He stated that the plans presented at the meeting by Mr. Moffett were different than the application and had not been reviewed by staff. He stated that the proposed deck goes across the rear of buildings 161 and 163 West Main Street. He stated that the design presented addresses access and crawl space questions in the staff report, but also encroaches on the rear access parking easement agreement owned by the city.

William Ozley, petitioner representative, stated that he was the designer. He stated that hinges could be placed on the decking to make it removable for access to utilities in the easement.

Mrs. Davis moved to table the item until a clearer application of the petitioner's request and design are presented and the rear access parking easement agreement is resolved. Mr. Price seconded the motion.

The motion to table passed unanimously.

**Certificate of Appropriateness
Sign-Alterations
166 West Main Street
Walthall Enterprises, LLC**

George Walthall, III, petitioner representative, presented the request to make sign alterations at 166 W. Main Street. He stated that they proposed to overlay the existing sign with vinyl.

Mr. Duke provided the staff report for the sign request at 166 W. Main Street. He stated that the petitioner was requesting to replace sign copy (message) within the existing 20' wide x 36" long sign. The new copy will be a vinyl overlay of the existing sign. He stated that the sign meets the guidelines (page 29) except for the material.

Mr. Price moved to approve contingent that any lighting must have HPC approval. Ms. Chieves seconded the motion.

The motion to approve passed unanimously.

Miscellaneous:

The Commission voted unanimously to hold a work session on January 24, 2013 after their regular meeting.

The Commission voted unanimously to cancel their regular scheduled December 27, 2012 meeting. The motion was made by Ms. Davis and seconded by Ms. Chieves.

Adjourn:

With no further business, the meeting was adjourned at 5:28 p.m.

Respectfully submitted,

A handwritten signature in cursive script that reads "Alisa Morgan".

Alisa Morgan, Secretary
Historic Preservation Commission

Prattville Historic Preservation Commission

Sign-In Sheet

11/29/12

3:00 p.m.

Name	Address
1. <i>Braham Dent</i>	113 N. Washington St
2. <i>Robert Harten</i>	"
3. <i>Profus Muffeld</i>	101 & 163 West Main
4. <i>Tom Crier</i>	101 & 663 WEST MAIN
5. <i>Suzanne Hall</i>	496 Shady Hill Rd
6.	
7.	
8.	
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21.	

Morgan, Alisa

From: mmpenton@knology.net
Sent: Wednesday, November 21, 2012 1:33 PM
To: Morgan, Alisa
Subject: Public Hearing for Gastons

Dear Ms. Morgan,

The Gastons' yard is adjacent to our backyard. We have no problem with them changing any structures in their yard. We feel it is their personal property and it is their decision.

Thank you,
Mary and Gray Penton

**PRATTVILLE HISTORIC PRESERVATION COMMISSION
CERTIFICATE OF APPROPRIATENESS**

**PETITIONER: ROBERT & BARBARA GASTON
 113 NORTH WASHINGTON STREET
 PRATTVILLE, AL 36067**

**REQUEST: ADDITION & ALTERATIONS-EXTERIOR
 113 NORTH WASHINGTON STREET**

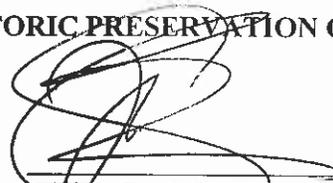
ORDER

The above petition having been duly considered at a public hearing meeting before the Historic Preservation Commission of the City of Prattville, and giving notice that a public hearing would be held on November 29, 2012 at the City Hall in Prattville, Alabama, and after due consideration of the party in interest, the Historic Preservation Commission of the City of Prattville **voted to approve the certificate of appropriateness** at property requested above for:

1. *Sidewalk-as submitted*
2. *Storage building addition- contingent that the replacement roof matches the existing roof as close as possible.*

DONE THIS THE 29th DAY OF November 2012.

HISTORIC PRESERVATION COMMISSION



THEA LANGLEY, CHAIRMAN



ALISA MORGAN, SECRETARY

CITY OF PRATTVILLE

Historic Preservation Commission

Planning Department Staff Report



CERTIFICATE OF APPROPRIATENESS

113 N. Washington Street – CA1211-01

DATE

November 28, 2012

PROPOSED DEVELOPMENT

Petitioner: Rob and Barbara Gaston
Property Owner: Same as petitioner
Agent: N/A
Location: 113 N. Washington Street

Review Status and History

Submission Status: Initial request for a Certificate of Appropriateness for this address.

Previous Approvals: N/A

Conditions of Previous Approvals: N/A

1984/2007 Historic Properties Inventory Details **113 North Washington Street, Hannon House (circa 1890, contributing)** This frame building has a hipped roof with gabled extensions. A left bay projects from its asymmetrical façade to abut an L-shaped porch with original turned posts and balustrade that extends around the north elevation.

Proposed Alteration, Renovation or Addition

The following changes have been requested by the applicant. See the application included as Attachment A for the owner's description of each item.

1. Replace existing 10' wide front sidewalk with new stamped, textured, and stained concrete walkway. See applicant's narrative for additional details.
2. Add a 10' x 12' extension to existing 20' x 12' accessory structure. Elevate existing walls from 6' height to 8' height. Exterior wood siding will be retained and matching siding will be used for the wall extensions and addition. Replace existing tin roof with new metal roof. See applicant's narrative for additional details.

3. Replace existing rain gutters with larger capacity gutters. (Removed from application by staff – considered to be maintenance since the style of gutter is not changing.)

PLANNING STAFF EVALUATION

Reviewed by: Joel T. Duke, AICP

Site Visits Conducted: November 28, 2012

Recommendation:

- Item 1: Recommend retention and repair of existing walkway.
- Item 2: Recommend approval. Proposed alteration maintains the basic character of the accessory structure.

Evaluation:

The requested alterations were reviewed against the standards contained in the *Prattville Residential Design Review Guidelines Manual*. The relevant sections of manual are included. Staff comments/evaluations are summarized at the end of each section.

Item 1. Replace existing 10' wide front sidewalk with new stamped, textured, and stained concrete walkway.

Driveways, Sidewalks, and Walkways (page 44)

Driveways, sidewalks, and walkways are common district features. Historic examples should be retained and maintained, and new construction should follow historic examples.

1. Historic driveways, sidewalks, and walkways should be retained and maintained.
5. Many district residences have narrow concrete walkways connecting the sidewalk or street to the main entrance. New walkways should follow these historic models.

Analysis:

The existing walkway is likely original or an early addition to the property. Strong consideration should be given to retaining and repairing this unique feature. If the walkway is replaced, the new walkway should be simpler in design and should not seek to mimic the original. Any new concrete should be in keeping with the style of the house.

Item 2. Add a 10' x 12' extension to existing 20' x 12' accessory structure. Elevate existing walls from 6' height to 8' height. Exterior wood siding will be retained and matching siding will be used for the wall extensions and addition. Replace existing tin roof with new metal roof.

Outbuildings (page 50)

Outbuildings contribute to the historic and residential character of the district.

Historic outbuildings should be retained and maintained. New outbuildings should use design, materials, and placement that support the district's historic character.

1. Historic outbuildings should be retained and maintained.
2. New outbuildings should be smaller than the adjoining main building.
3. New outbuildings should be simple in appearance.
4. New outbuildings should use building and roof forms compatible to those used in the adjoining main building.
5. New outbuildings should use materials compatible to those used in the adjoining main buildings. Outbuildings that are not visible from public vantage points or have very limited visibility may use modern synthetic siding materials.

Analysis:

While the proposed addition is not a new building, the guidelines for new structures are helpful in evaluating the project. The existing structure generally meets the guidelines for a new outbuilding in its simple appearance, compatibility with the design of the main structure, and scale. The proposed 10' x 20' addition does not impact its compatibility. Care should be taken to match the style of the new roof as well as the material.

ATTACHMENTS

- A. Application and attachments
- B. Location Map



City Of Prattville
Planning and Development Department
102 W. Main Street
Prattville, AL 36067
(334) 361-3814 Fax (334) 361-3677
www.prattvilleal.gov

Application

Certificate of Appropriateness
Prattville Historic Preservation Commission

Application Type: Alteration Addition New Structure Demolition Sign

Applicant /Agent Information
Notarized letter from the property owner is required if agent is used for representation.

Name: Rob + Barbara Gaston
Street Address: 113 N. Washington St.
City: Prattville State: AL Zip: 36067
Phone Number(s): 334-365-9293

Property Owner Information
If different than above

Name: _____
Address of Property Owner: _____
City: _____ State: _____ Zip: _____
Phone Number: () _____

Property Description

County Tax Parcel Number/Legal Description: _____

Current Zoning of Property: _____ Physical Address: 113 N. Washington

Proposed Alteration (general description):

① Replace current damaged side-walk with new stamped + stained concrete. (Front yard.)

② Add on to our current storage room in the back yard.

③ Replace rain gutters with a larger size.



The following items must be attached to the application (check those items included):

- Scaled drawings, including elevations for two sides, showing the proposed changes to the building's exterior architectural features
- Photographs of the existing structure taken from several views. Photographs shall include several views of the entire site
- Scaled site layout including all structures, fences, walkways, driveways, signs, lighting, etc.
- Samples of proposed materials to be used (photographs may be substituted for actual materials in some cases)
- Any additional materials or documentation that will assist the Prattville Historic Preservation Committee in the review
- Application fee: Fifty dollars (\$50)
- If person signing application is someone other than property owner, attach authorization to file application (i.e. notarized letter, real estate contract, etc.)
- Demolition applications shall require the following additional information:
 - The historic significance of the structure, including a narrative concerning any historical events or persons connected with the structure;
 - The approximate date of the original construction and the date of any major additions or alterations thereto, if known;
 - A description of the architectural style or period which the structure represents, and any other material available concerning architectural aspects of the structure;
 - At least two (2) exterior photographs of the structure, showing, as near as possible, all the exposed surfaces of the structure;
 - A statement concerning any practical difficulties in making the structure meet the minimum code requirements;
 - The present use of the property and surrounding properties and any proposed use following a demolition

I certify that I am the property owner, or authorized agent, and attest that all facts and information provided are true and correct.

Barbara Gaston
Printed Name

Barbara Gaston
Signature

Date 10 Oct 12

I the undersigned authority, a Notary Public in and for said Autauga County in the State of Alabama, hereby certify that Barbara Gaston whose name is signed to the forgoing petition, and who is known to me, acknowledged same before me on this the 11th day of October, 2012.

[Signature]
Notary Public

My commission ~~My Commission Expires~~ **11-08-2015**

ROB + BARBARA GASTON
113 N. Washington St.

STORAGE SHED IN BACK YARD.

ADD 12'x12' TO EXISTING;

REMOVE ROOF;

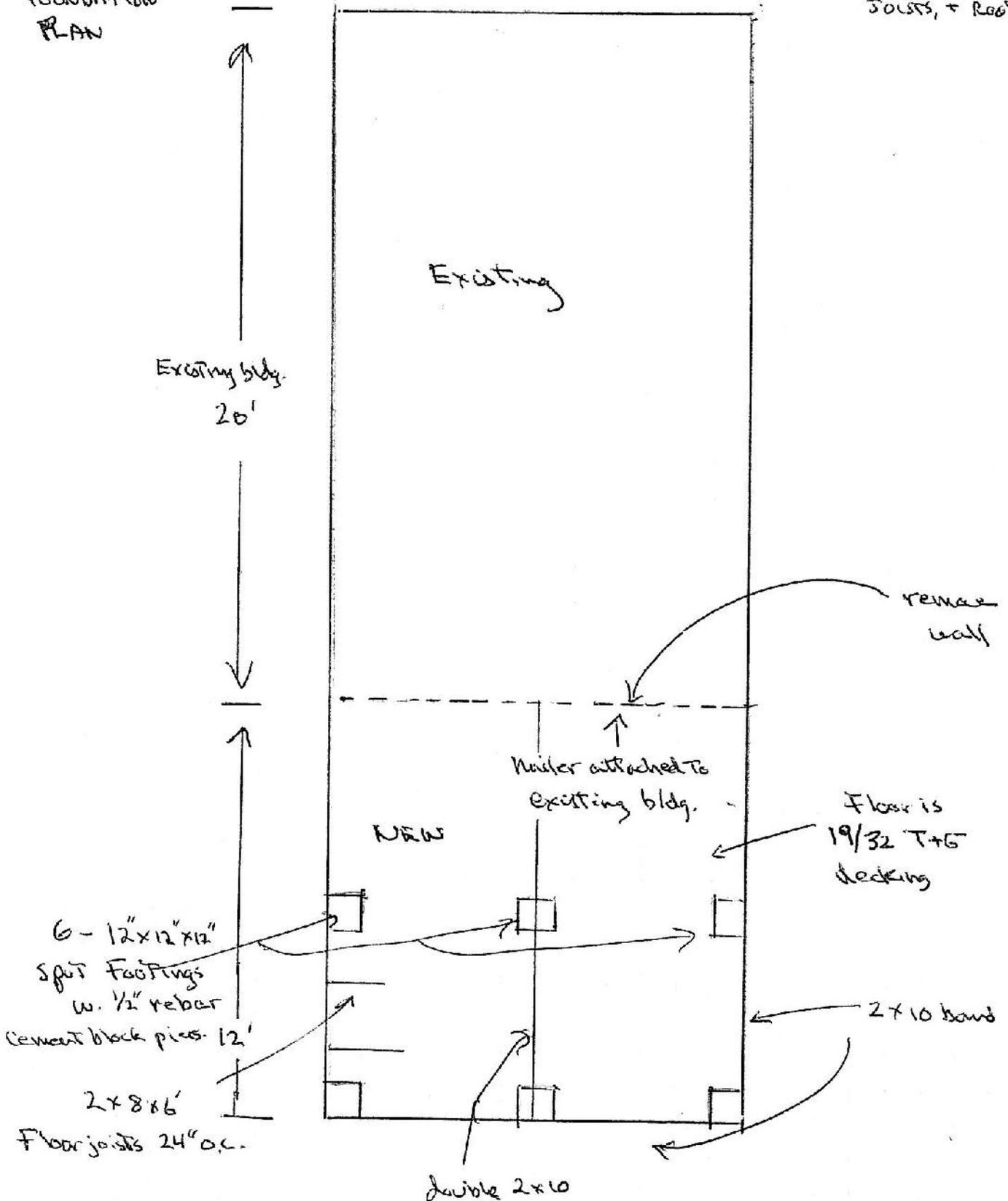
RE-STRUD W. NEW

RAFTERS, CEILING

JOISTS, + ROOF.

FOOTINGS +
FOUNDATION
PLAN

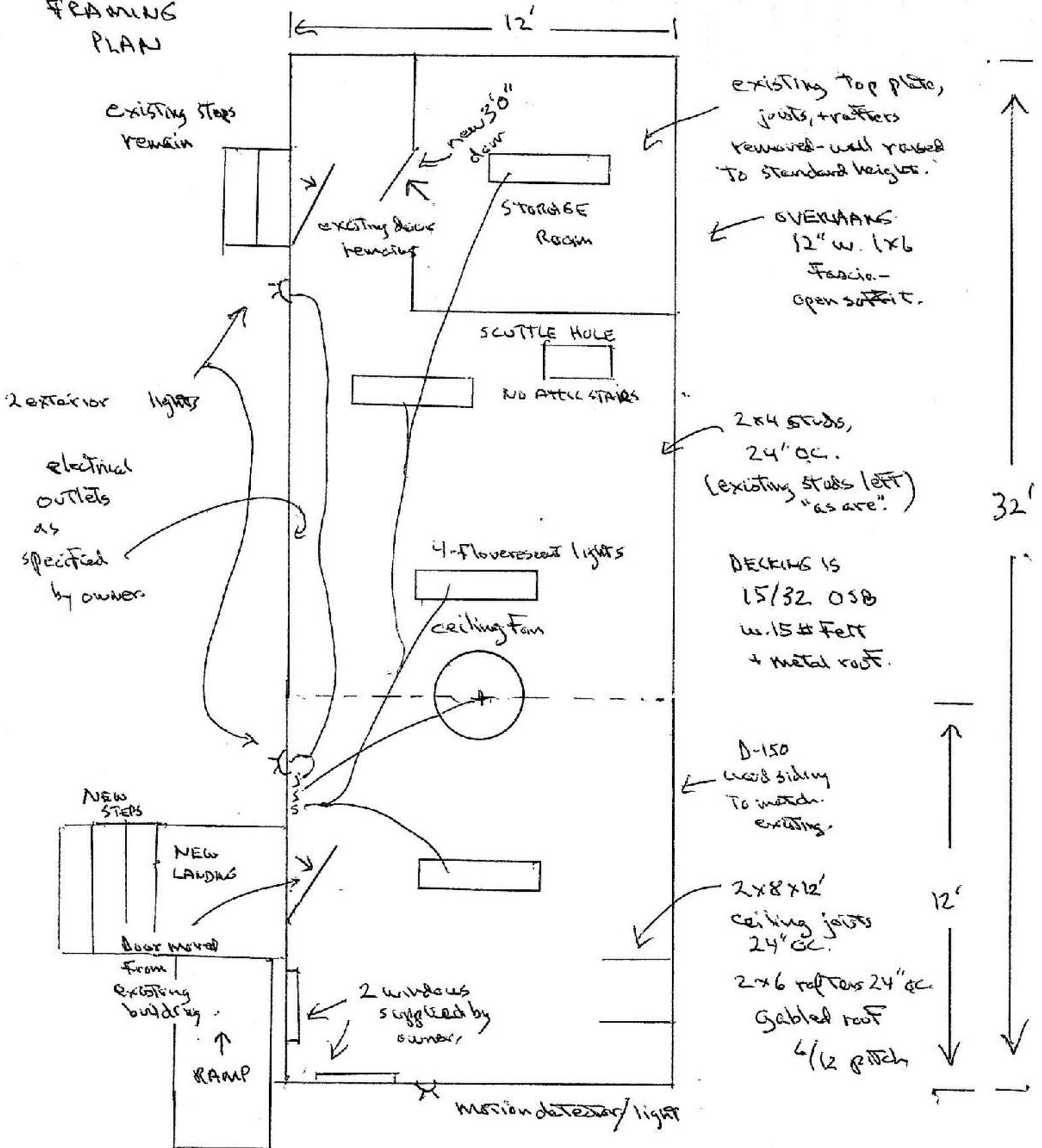
← 12' →



ROB + BARBARA GASTON
113 N. WASHINGTON ST.

STORAGE SHAED.

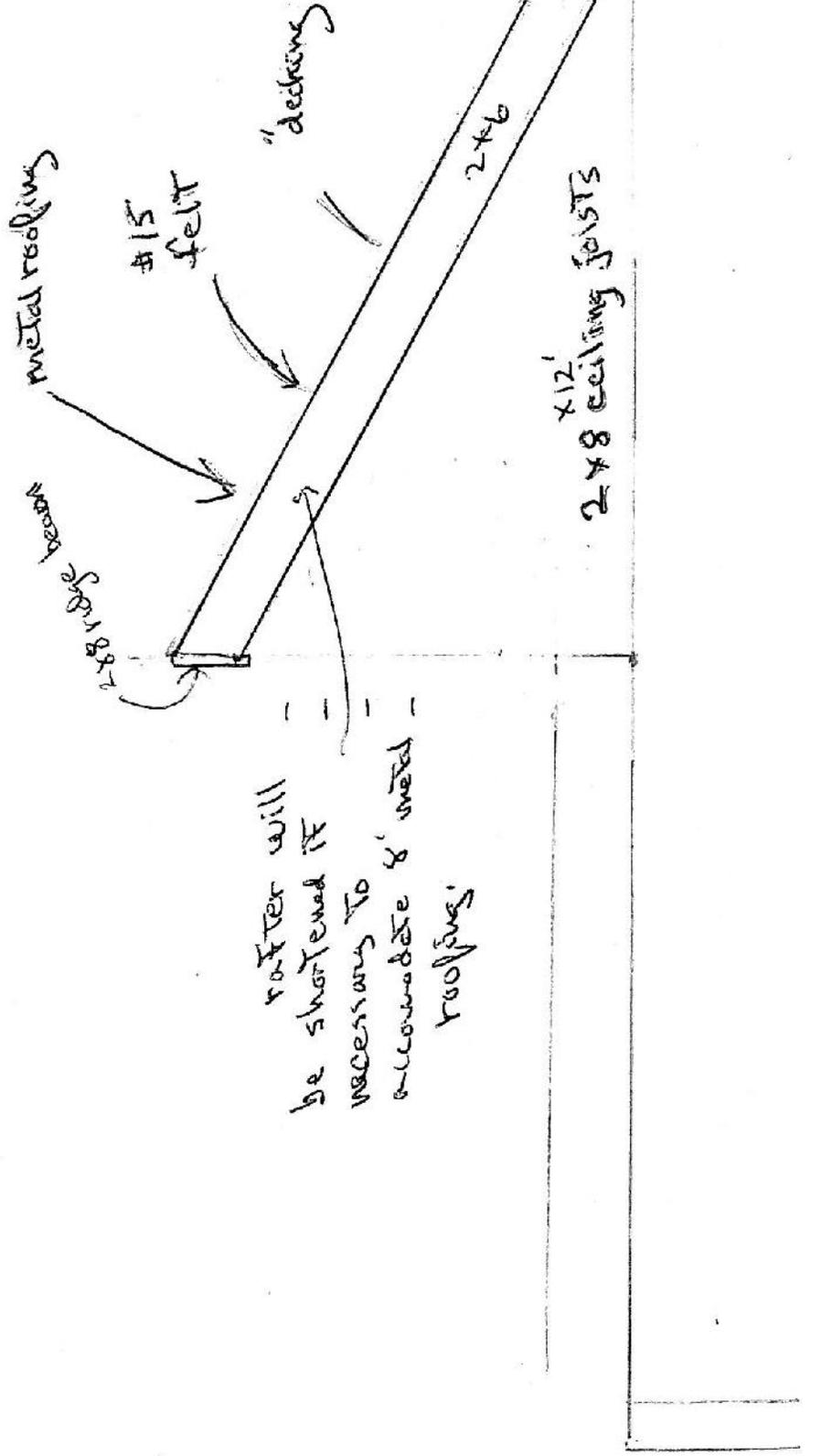
FRAMING
PLAN



GASTON

ROOF DIAGRAM

6/12 pitch



3/4 scale

rafter will
be shortened if
necessary to
accommodate 8' metal
roofing.

The current 10' wide sidewalk is made up of six-sided blocks, many of which are cracked. These blocks are no longer available for replacements. The sidewalk was probably put in the first half of the 20th century. Smith-Byrd House is an older home, but it has the same block sidewalk. When we pull our blocks up, I'm going to ask David and Beth if they want them to repair their sidewalk.

The plan is to put in an overall textured sidewalk, stained to give it some age and interest. We will use the original sidewalk's same 10' width. The current steps and retaining wall will not be disturbed. Photo examples are attached.





This is the Stamped Pattern we will use.

This is the color
I have used here.

12

STON
D

ConCreations

Patterned & Colored Concrete

Date: 10/10/12

RE: CASTON HOME

Thank you for choosing ConCreations for the above referenced project.

The color selected is: STONE GRAY.*

The release agent (antiquing agent) selected is: PAK-.*

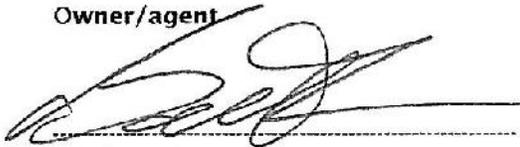
The pattern selected is: CASTORSTONE.*

Notes/borders, etc.

*Owner/agent realizes and understands that while above colors were selected from actual samples, final colors at above referenced project can vary significantly from samples. Colors selected will be used, but dye lots, humidity, temperature, and many other factors can and will cause variations and differences in resulting color.



Owner/agent



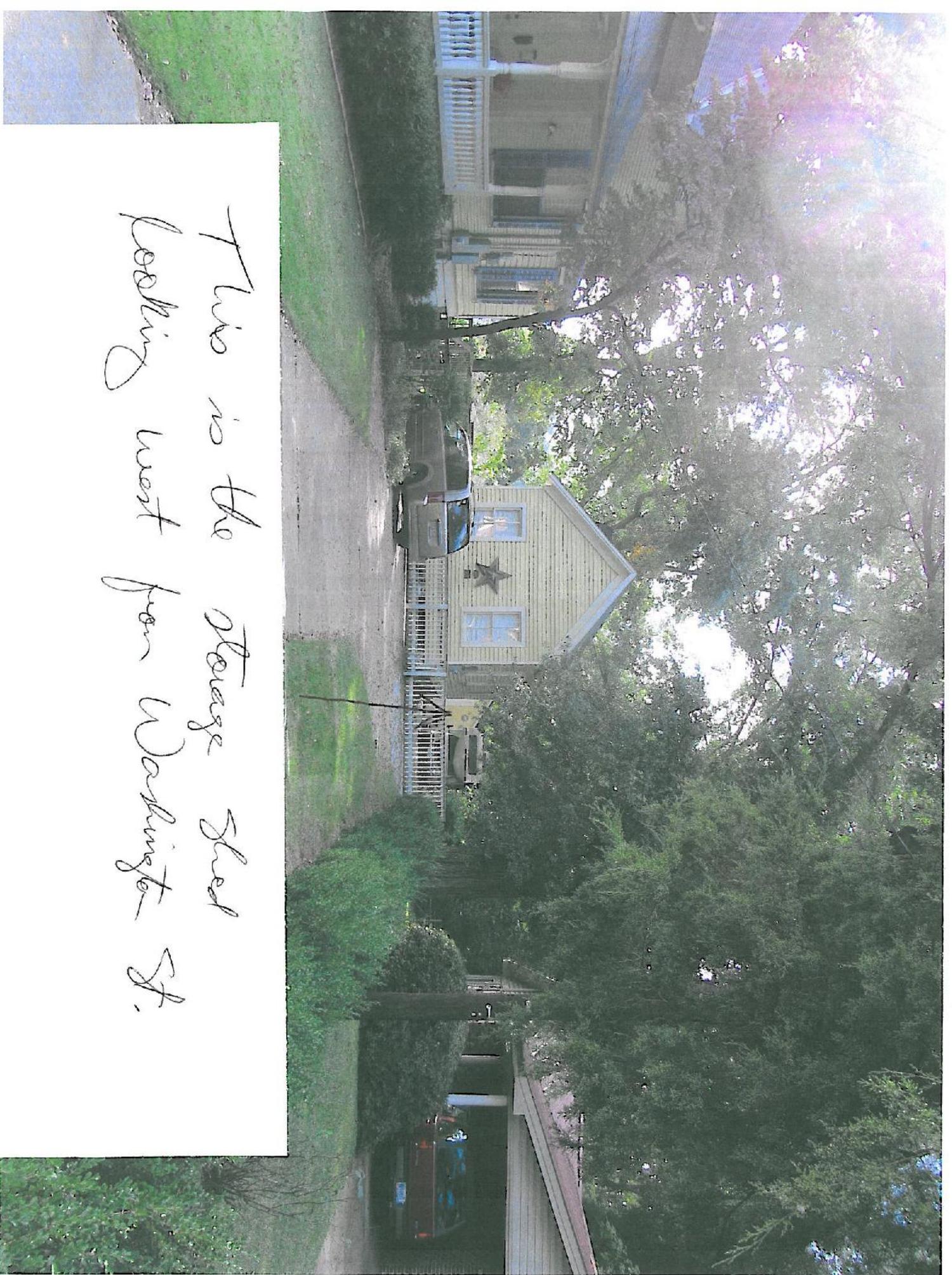
ConCreations

334-263-7887 6041-B Perimeter Place Montgomery, AL 36116

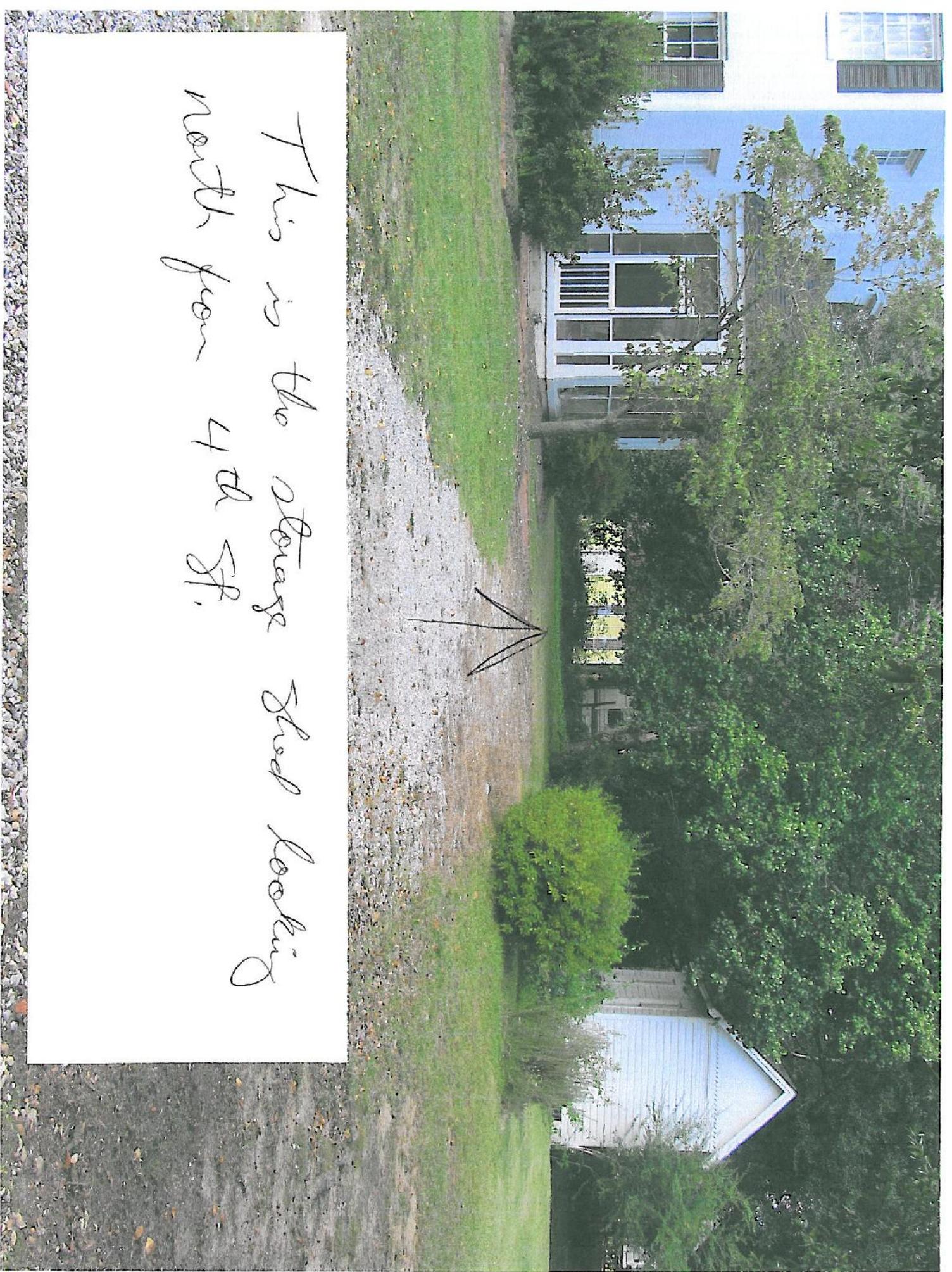
www.concreations.com

Our current storage room (12' x 20') is too small to meet our needs. We plan to enlarge it by adding 10' to the east end, making the entire building 30' long and 12' wide. On the south side will be a shed roof porch running the entire length. We have one window salvaged from our house that we will have installed in the new addition on the south side and another window we have purchased from the architectural salvage store in Cullman to install on the east end. The current building has only 6' walls inside. These will be increased to standard 8' walls. The current rusted metal roof will be replaced with a new metal roof. We will use wood siding for the entire project. We want this building to have the same "historic character" as our house and cottage.

This is the Storage Shed
looking west from Washington St.



This is the storage shed looking
north from 4th St.







The current rain gutters that run across the front of the house are not adequate to handle the water coming off the large amount of roof that they service. This has led to some water damage and rot to the decking on the porch roof. We need to replace the current small gutters with the available larger size gutter. The visual impact will be unnoticeable.









CITY OF
PRATTVILLE, ALABAMA

113
N WASHINGTON ST

SCALE: 1" = 100'



STREETS
TAX PARCELS



**PRATTVILLE HISTORIC PRESERVATION COMMISSION
CERTIFICATE OF APPROPRIATENESS**

PETITIONER: **WALTHALL ENTERPRISES, LLC**
 880 DOSTER ROAD
 PRATTVILLE, AL 36067

REQUEST: **SIGN-ALTERATIONS**
 166 WEST MAIN STREET

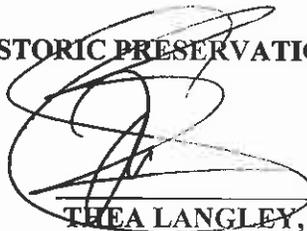
ORDER

The above petition having been duly considered at a public hearing meeting before the Historic Preservation Commission of the City of Prattville, and giving notice that a public hearing would be held on November 29, 2012 at the City Hall in Prattville, Alabama, and after due consideration of the party in interest, the Historic Preservation Commission of the City of Prattville **voted to approve the certificate of appropriateness** at property requested above for:

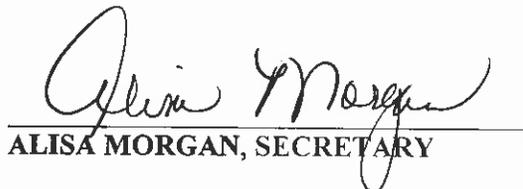
- 1. Sign-as submitted contingent that any lighting must have HPC approval*

DONE THIS THE 29th DAY OF November 2012.

HISTORIC PRESERVATION COMMISSION



THEA LANGLEY, CHAIRMAN



ALISA MORGAN, SECRETARY

CITY OF PRATTVILLE
Historic Preservation Commission

Planning Department Staff Report



**CERTIFICATE OF
APPROPRIATENESS**

166 West Main Street – CA1211-03

DATE

November 28, 2012

PROPOSED DEVELOPMENT

Petitioner: Randy Eckman – Fox’s Pizza Den

Property Owner: Walthall Enterprises, LLC

Agent: N/A

Location: 166 West Main Street

Review Status and History

Submission Status: Initial request for a Certificate of Appropriateness for this address.

Previous Approvals: N/A

*1984/2007 Historic
Properties Inventory
Details*

197. 164 – 166 West Main Street, Downtown Grocery and Godwin Hardware (circa 1900, contributing) This two-story brick building has upper two-part windows topped by quarry-faced ashlar banding and a neo-classical metal cornice with modillions topped by a molded brick parapet.

Proposed Alteration, Renovation or Addition

The following alteration has been requested by the applicant. See the application included as Attachment A for a description of each element.

Replace sign copy (message) within the existing 20’ wide x 36” long sign. New copy will be a vinyl overlay of the existing sign.

PLANNING STAFF EVALUATION

Reviewed by: Joel T. Duke, AICP
Site Visits Conducted: November 28, 2012
Recommendation: Approval

Evaluation:

Since the subject property/structure was initially developed as and remains a commercial structure, the requested alterations were reviewed against the standards contained in the *Prattville Commercial Design Review Guidelines Manual*. The relevant sections of manual are included. Staff comments/evaluations are summarized at the end of each section.

Replace sign copy (message) within the existing 20' wide x 36" long sign. New copy will be a vinyl overlay of the existing sign.

Signs (page 29)

Signs are important elements in the historic and commercial character of the downtown business district, and historic signage should be retained and maintained. Signs are also important means of advertising and establishing business identities.

2. New signs should be of traditional materials such as finished wood, glass, copper, or bronze.
3. New signs should be installed in locations historically used for signs such as on awnings, on upper façade walls covering five percent or less of the wall surface, inside windows, or projecting from the building façade or elevation. Signs should not cover or obscure architectural features.
4. New signs should be properly proportioned relative to their buildings.
5. Letters should be eighteen or less inches high and should cover sixty percent or less of the total sign area.
6. Colors used in signs should be coordinated with their buildings. Three colors or less should be used per sign.
7. Mounting equipment should be anchored in mortar, not bricks or stones, and should avoid damaging the building.
8. Lighting sources for signs should be external and concealed. The exception is if historic or replica neon signs are used.

Analysis:

No details concerning any proposed lighting were provided by the applicant. Based on the presented details, the proposed sign meets the Commission's design guidelines for

signs except for item 2 which states, "*New signs should be of historically appropriate materials such as finished wood, glass, copper, or bronze.*" Recommend approval.

ATTACHMENTS

- A. Application and attachments
- B. Location Map



Certificate of Appropriateness
Prattville Historic Preservation Commission



Application Type: Alteration Addition New Structure Demolition Sign

Applicant /Agent Information

Notarized letter from the property owner is required if agent is used for representation.

Name: Randy Eckman - Fox's Pizza Den
Street Address: 166 W. main Street
City: Prattville State: AL Zip: 36067
Phone Number(s): 601-341-5805

Property Owner Information

If different than above

Name: Walthal Enterprises LLC
Address of Property Owner: 880 Doster Rd. Prattville, AL 36067
City: Prattville State: AL Zip: 36067
Phone Number: 205 558-2800, 334-365-2221

Property Description

County Tax Parcel Number/Legal Description: See ATTACHED RECORD

Current Zoning of Property: Commercial Physical Address: 166 W. main ST Prattville, AL 36067

Proposed Alteration (general description): Apply vinyl overlay to existing mounted sign board

No alterations to sign frame and face (see ATTACHMENTS)
20'x36" sign face

The following items must be attached to the application (check those items included):

- Scaled drawings, including elevations for two sides, showing the proposed changes to the building's exterior architectural features
- Photographs of the existing structure taken from several views. Photographs shall include several views of the entire site
- Scaled site layout including all structures, fences, walkways, driveways, signs, lighting, etc.
- Samples of proposed materials to be used (photographs may be substituted for actual materials in some cases) (see attachments)
- Any additional materials or documentation that will assist the Prattville Historic Preservation Committee in the review
- Application fee: Fifty dollars (\$50)
- If person signing application is someone other than property owner, attach authorization to file application (i.e. notarized letter, real estate contract, etc.) Ted Taylor
- Demolition applications shall require the following additional information:
 - The historic significance of the structure, including a narrative concerning any historical events or persons connected with the structure;
 - The approximate date of the original construction and the date of any major additions or alterations thereto, if known;
 - A description of the architectural style or period which the structure represents, and any other material available concerning architectural aspects of the structure;
 - At least two (2) exterior photographs of the structure, showing, as near as possible, all the exposed surfaces of the structure;
 - A statement concerning any practical difficulties in making the structure meet the minimum code requirements;
 - The present use of the property and surrounding properties and any proposed use following a demolition

I certify that I am the property owner, or authorized agent, and attest that all facts and information provided are true and correct.

Randy Eckman
Printed Name

[Signature]
Signature

Date 11-9-12

I the undersigned authority, a Notary Public in and for said Autauga County in the State of Alabama, hereby certify that Randy Eckman, whose name is signed to the forgoing petition, and who is known to me, acknowledged same before me on this the 14th day of November, 2012.

My Commission Expires 11-08-2015

November 15, 2012

Walthall Enterprises, llc

880 Doster Road

Prattville, Alabama 36067



To: City Planner and the Historical Committee

Walthall Enterprises, llc gives permission for the sign to be put up for 164-166 West Main in Prattville. Alabama. The sign is for Foxes Pizza with contact person being Randy Eckman.

A handwritten signature in cursive script that reads 'Melanie Chambliss'.

Melanie Chambliss

Partner, Walthall Enterprises, llc

AUTAUGA COUNTY, ALABAMA REAL AND PERSONAL PROPERTY

PROPERTY CLASSIFICATIONS
 CLASS I - PUBLIC UTILITIES: 30% OF MARKET VALUE
 CLASS II - OTHER: 20% OF MARKET VALUE
 CLASS III - AGRICULTURAL, FOREST, SINGLE-FAMILY
 OWNER OCCUPIED RESIDENCES.
 HISTORICAL SITES: 10% OF MARKET VALUE.

MUNICIPAL CODES
 01 RURAL
 02 PRATTVILLE
 03 BILLINGSLEY

T.T. (TOMMY) RAY, REVENUE COMMISSIONER,
 AUTAUGA COUNTY
 135 NORTH COURT STREET, SUITE D
 PRATTVILLE, ALABAMA 36067

ACCT. NO.	0000235080		INITIAL ASSESSMENT YR.	2004		TAXPAYER	WALTHALL FAMILY PTNR LTD		Page: 1 of 1
10/12/2012	Homestead:	0 NOT EXEMPT	TAX YEAR	2012		141 W MAIN STREET	PRATTVILLE AL 36087		ASSESSED VALUE
REAL ESTATE BOUGHT	DESCRIPTION		CLASS CODE	EXP. CODE	MUN. DIST.	ACRES	CUR. YEAR APPR. VAL.	BD. OF EQUAL VALUE	CURRENT USE VALUE
Bk: 000484 Pg: 000398	1.9-03-08-4-017-006.000#0		02	01	0.00	0.00			
Date: 1/16/1998	SEC: 08 TWN: 17N RNG: 16E COM AT INT OF E R/W OF COURT ST&W R/W OF MAIN STELY ALONG R/W OF COURT 108 TO POB N140 E54 S80.4W3.9 S80.5 E3.9 S18.1 TO R/W OF MAIN ST W ALONG R/W 54 TO POB S8 T17N R16E 54X140 D						40300	0	8060
REAL ESTATE SOLD	SQUARE FOOTAGE 0500 RETAIL MIXED		2 N				226220	0	45240

Assessed Value	State & County Tax	Exemption Value	Exemption Tax	State & County Net Tax	School District Value	School Tax	Municipal Value	Municipal Tax	Miscellaneous Fee	TOTAL TAX
53300	S 346.45	0	0.00	346.45	53300	159.90	53300	373.10	0.00	1652.30
0	C 612.95	0	0.00	612.95	02	0.00	0	0.00	0.00	
					01E	0.00	0	0.00		
					02E	0.00	0	0.00		
					04E	159.90	0	0.00		
					04E	0.00	0	0.00		

I do solemnly swear (or affirm) that I own the land of the family, and that no other claim of exemption from State and County taxes for Homestead has been made or filed by or on behalf of any member of my household household, and that the above of this statement is true and correct as the Homestead called by me, which does not exceed \$2000 in assessed value for County taxes \$4000 assessed value for State taxes nor 100 acres in area, (reg.)

Sworn to and subscribed before me, this 17th day of _____, 20____.

 Taxpayer

 Revenue Commissioner

I do solemnly swear (or affirm) that I own the property returned to me as my own property and if not my own property I do so on behalf of the person, corporation or estate for whom the property is returned (HERE DESIGNATE THE OWNER FOR WHOM THE RETURN IS MADE)

I do hereby authorize the above of which for taxation, or exemption same taxation is in the county on the first of October of the present year, and of the 1st of January on land listed in the foregoing schedule, as help me God.

 Taxpayer

STATE OF ALABAMA
AUTAUGA COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that JOE HOOKS, JR., whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he executed the same voluntarily.

Given under my hand and official seal this 16th day of January, 1998.

Janice H. King
Notary Public

MY COMMISSION EXPIRES 2/13/98.

Recorded In RLPY BK 484 Pg 399, 02/10/1998 88132PM
Cordy Taylor, Probate Judge, Autauga County, Alabama

This instrument prepared by:
LAW OFFICES OF GEORGE P. WALTHALL, JR.
126 West Main Street, Prattville, AL 36067
334/366-2255 FX 334/361-1800 (File No. 97-134.RE)
Parcel #19-04-20-1-001-003.000 Account #00005537 Abstract #6921

WARRANTY DEED

STATE OF ALABAMA
AUTAUGA COUNTY

KNOW ALL MEN BY THESE PRESENTS that in consideration of ONE HUNDRED AND NO/100 DOLLARS and other valuable consideration to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is hereby acknowledged, JOE HOOKS, JR., a widowed man, herein referred to as grantor, grants, bargains, sells and conveys unto WALTHALL FAMILY PARTNERSHIP, LTD., herein referred to as grantee, forever, the following described real estate, situated in Autauga County, Alabama, to-wit:

Commencing at the Northeast corner of Main (formerly Second) Street and Court (formerly Factory) Street; thence S 88 degrees 28' E along the North side of Main Street, 100.25 feet to the point of beginning; thence S 88 degrees 28' E along said North side of Street 54.0 feet; thence North 140.0 feet; thence N 88 degrees 28' W, 54.0 feet; thence South 140.0 feet to the point of beginning.

ALSO: An undivided one-half interest in and to the following: Commencing at the Southeast corner of Court (formerly Factory) Street and Tichnor Avenue; thence S 88 degrees 28' E along the South side of said Tichnor Avenue 110.25 feet to the point of beginning; thence South 111.2 feet; thence S 88 degrees 28' E 33.0 feet; thence North 111.2 feet to the South side of said Tichnor Avenue; thence N 88 degrees 28' W along said street, 33.0 feet to the point of beginning.

This conveyance is made subject to all easements, restrictions, and reservations of record covering the above-described property.

TO HAVE AND TO HOLD to the said grantee, forever.

And it does for itself and for its successors and assigns, covenant with said GRANTEE, his/her 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 GRANTEE, his/her heirs and assigns, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF JOE HOOKS, JR., a widowed man, has executed this instrument this 16 day of JAN, 1998.


JOE HOOKS, JR.

Recorded in RLPV BK 484 Pg 398, 02/10/1998 08:32AM
Cordy Taylor, Probate Judge, Autauga County, Alabama

Deed Tax 0.50, SPJ Fee 3.00, Recording Fee 6.00, TOTAL 9.50

LEASE AGREEMENT

This Lease Agreement (this "Lease") is made August 20, 2012, by and between Whisper Enterprises, LLC ("Landlord") and Stoney Hill Praterville, Inc. d/b/a: Fox's Pizza Den ("Tenant"). The parties agree as follows:

PREMISES: Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant approximately 3222 square feet (the "premises") located at 164-166 West Main Street, Praterville, AL 36067. It is understood and agreed that the bottom floor of the demised property will be utilized as a restaurant. The upper floor of the premises, which the parties agree, is entirely not habitable, may be utilized by Tenant as it deems appropriate, it being understood that the cost of all renovations required are the sole responsibility of the Tenant and at the end of the lease term, any fixtures installed by Tenant shall become property of the Landlord. Any such improvements made by Tenant shall comply with existing codes and/or ordinances.

TERM: The primary lease term will begin on August 1, 2012, and will terminate on July 31, 2017. The Tenant shall have the option to renew this lease, with 90 days notice to the Landlord prior to the end of the primary term, for an additional five-year term subject to the same provisions as the initial lease term, save only as to the rent amount expressed below. Tenant shall have an additional option to renew this lease for a third term, with 90 days notice to the Landlord prior to the end of the second term, for an additional five-year term subject to the same provisions as the second lease term, save only as to the rent amount expressed below.

LEASE PAYMENTS: During the initial term of this Lease, the Tenant shall pay to the Landlord monthly installments of \$2,600.00, payable in advance on the first day of each month. Payments made after the tenth day of the month shall be deemed late and a penalty of \$100.00 shall be assessed by the Landlord. Lease payments shall be made to the Landlord at 880 Dexter Road, Praterville, Alabama 36067. The rent for the first three (3) months shall be waived during Tenant's build-out of the leased premises. The first installment shall be due on November 1, 2012, or the first day of the month following the first month Tenant opens for business, whichever event shall first occur.

Should Tenant exercise its option to renew for a second five-year term, the base rent of \$2,600.00 shall increase by 10% to a monthly installment of \$2,860.00, payable in advance on the first day of each month.

Should Tenant choose to exercise its option to renew for a third five-year term, the base rent of \$2,860.00 shall increase by 10% to a monthly installment of \$3,146.00, payable in advance on the first day of each month.

RIGHT OF FIRST REFUSAL: In the event Landlord should receive a bona-fide offer to purchase the subject property during the primary or any renewal lease term, the Tenant shall have the right of first refusal to purchase the subject property at the price offered the Landlord for the subject property. Such bona-fide offer shall be evidenced by written contract between the Landlord and the third party making said offer, and Tenant shall have fifteen (15) days following its receipt of a copy of such written contract to notify Landlord of its intent to exercise its right of

first refusal. In the event that Tenant exercises its right of first refusal, the closing of the sale shall not occur more than ninety (90) days thereafter. Tenant shall continue to pay rent until the purchase transaction is closed. At closing Tenant shall pay purchase price by wire transfer, and Landlord shall be responsible for paying sales commissions to Les W. McSwain, III with John Stanley & Associates, Inc., equal to eight percent (8%) of the Gross Selling Price. Real estate taxes and rent shall be prorated as of the day of closing. Each party shall pay its own attorney fees related to this sale. Tenant shall bear all remaining closing costs related to the sale.

POSSESSION: Tenant shall be entitled to possession on the first day of the term of this lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the end of the lease term, Tenant shall remove its goods and effects and peaceably yield the premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

PROPERTY INSURANCE/TAXES: Landlord and Tenant shall each maintain appropriate hazard insurance for protection of its respective interest in the premises. Landlord shall maintain insurance coverage on the structure and its contents within the structure. Tenant shall maintain insurance coverage on its contents. During the lease term, Landlord shall be responsible for payment of real property and valorem taxes and Tenant shall be responsible for payment of personal property taxes.

LIABILITY INSURANCE: Landlord and Tenant shall each maintain liability insurance on the premises with limits of at least \$1,000,000.00, per occurrence. Landlord and Tenant shall provide for advance written notice from the insurer to be given prior to termination of either such policy.

MAINTENANCE: Tenant shall be required to provide routine services to the plumbing, electrical and HVAC systems on the premises. Landlord's obligation for maintenance shall include the roof, outside walls, and other structural parts of the building, as well as non-routine service and repairs to the plumbing, electrical and HVAC systems.

DESTRUCTION/DAMAGE OF PREMISES: Should the leased premises suffer partial destruction during the lease term, Landlord agrees to repair such destruction as expeditiously as possible. Tenant shall be relieved from paying rent and other charges during any portion of the lease term that the leased premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. If the leased premises or any other part of the building is partially damaged by fire or other casualty as a result of any act or negligence of the tenant or any of the tenant's agents, employees or invitees, rent shall not be abated or abated while such damages are under repair. Total destruction of the leased premises shall operate to terminate this lease effective on the date of such destruction.

UTILITIES AND SERVICES: Tenant shall be responsible for payment of all utilities serving the premises.

TAXES: Landlord shall pay all real estate taxes and assessments for the premises. Tenant shall pay all personal property taxes along with any sales and/or use taxes assessed to the premises.

DEFAULT: Failure to fulfill any lease obligation or term to which either party is bound under this lease shall constitute a default, and a party in default shall have a period of ten (10) working days to cure any default following written notice of the nature of any default.

ATTORNEY FEES/COSTS: In the event of a default by Landlord or Tenant in performance of the obligations imposed by this Lease Agreement, the party in default shall pay all costs, damages, and expenses, including reasonable attorney fees, as determined by a court of competent jurisdiction.

REMODELING OR STRUCTURAL IMPROVEMENTS: Tenant shall have the obligation to perform any construction or remodeling (at Tenant's expense) that may be required to meet the premises as specified above. Tenant may, following the Landlord's consent (which shall not be unreasonably withheld) and approval by any permitting authority, construct such fixtures on the premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Tenant shall be entitled to remove such fixtures, and shall restore the premises to the same condition of the premises as the commencement of this lease, ordinary wear and tear excepted.

ACCESS BY LANDLORD TO PREMISES: Subject to Tenant's consent, (which shall not be unreasonably withheld), following reasonable notice, Landlord shall have the right to enter the premises to make inspections, provide necessary services, or show the premises to prospective buyers.

INDEMNITY REGARDING USE OF PREMISES: To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities and expenses which Landlord may suffer or incur in connection with Tenant's possession, use or enjoyment of the premises, except that such indemnification or defense shall not apply to any negligence or intentional act of the Landlord.

COMPLIANCE WITH REGULATIONS: Tenant shall comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities. However, Tenant shall not be bound by this provision to make alterations to the exterior of the building or alterations of a structural nature.

SUBORDINATION OF LEASE: This Lease is subordinate to any mortgage that now exists, or may be given later by the Landlord, with respect to the premises.

ASSIGNABILITY/SUBLETTING: Tenant may not assign or sublease any interest in the premises, nor effect a change in the majority ownership of the Tenant (from the currently existing at the inception of this lease), nor merge, mortgage or pledge this lease, absent prior written consent of Landlord, which shall not be unreasonably withheld.

ENTIRE AGREEMENT/AMENDMENT: This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing if the writing is signed by the party obligated under the

contingent.

SEVERABILITY: If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provisions, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

BINDING EFFECT: The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:

Title Manager


By: Tedford Taylor
Whitford Enterprises, LLC

Date: 8-22-2012

TENANT:

Title: President


By: Randy Eck
Randy Hill Properties, Inc.

Date: 8-20-12

CITY OF PRATTVILLE
334-361-3690

REC#: 00122193 11/14/2012 4:53 PM
OPER: Lesli TERM: 080
REF#: 1188

TRAN: BZA APPL BZA APPLICATION
HPC FOR 166 W MAIN ST
FOX'S PIZZA DEN
BUILDING PERMIT 50.00CR

TENDERED: 50.00 CHECK
APPLIED: 50.00-

CHANGE: 0.00

FOX'S



PIZZA





CITY OF
PRATTVILLE, ALABAMA



SCALE: 1" = 100'



- STREETS
- ▭ TAX PARCELS

