



PLANNING COMMISSION

ANNEXATION REQUEST FORM

Last Updated April 2022

*The Office of Urban Development Planning Division has received the following petition for annexation:*

Petitioner

Name: Robbs Investments, LLC (Parcels: 63 36 06 23 0 001 012.033; and 63 36 06 23 0 001 012.000)

Date Filed: 12/22/22

Names (as they appear on deed) of Property Owner(s) (complete one (1) column per owner; use backside as needed)

Name	Robb's Investments		
Address	c/o Winter McFarland, LLC		
City / State	Tuscaloosa / AL		
ZIP Code	35406		
Phone	2056501400		
Email	bpwinter@winmclaw.com		

Property Petitioned to be Annexed

Subdivision Name, Address, Area, or Other Identifier:

1. Deed Book 2019, Page 20009; 2. Deed Book 2014 Page 19129

Reason(s) cited by Petitioner advocating for annexation:

Total number of Acres: 3.78

Number of Structures: 0

Current Land Use: Vacant Land

Proposed Land Use: Commercial

Current Population (If known)

Count by Age	Under 5	0	5 To 18	0	Over 18	0	Total	0
Count by Race	Caucasian	0	African American	0	Other	0	Total	0

(To be reported to and used for statistical purposes of the U.S. Justice Department under the Voting Rights Act only.)

Certification of Applicant

**NOTICE:** All requests for annexation must be accompanied by a copy of deed; along with a digital version (in .docx format) of the legal description of the property to be annexed. By signing below, you certify that the legal description submitted is accurate and understand that you are solely responsible for the accuracy of the description submitted. Planning will not independently verify the accuracy of the legal description. Petitioner has requested to annex into the City of Tuscaloosa and understands and agrees that property when annexed into the corporate limits of the City of Tuscaloosa is intended to be *permanently annexed*. Requests to deannex are strongly disfavored by the City Council and requests to deannex will not be granted on the grounds that the property owner no longer deems it beneficial to live in the corporate limits of the City of Tuscaloosa.

☒ I HAVE REVIEWED, COMPLETED, & AGREE TO ALL SUBMITTAL REQUIREMENTS AS PART OF THIS APPLICATION

Signature: Pamela S.

Date: 12/22/22

PLEASE SUBMIT AN ELECTRONIC COPY OF THIS DOCUMENT  
AND ANY NECESSARY SUPPORTING MATERIALS TO:

Office of Urban Development  
Planning Division

2201 University Boulevard, Annex III, 3<sup>rd</sup> Fl  
Tuscaloosa, AL 35401

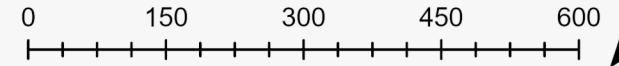
planningcommission@tuscaloosa.com



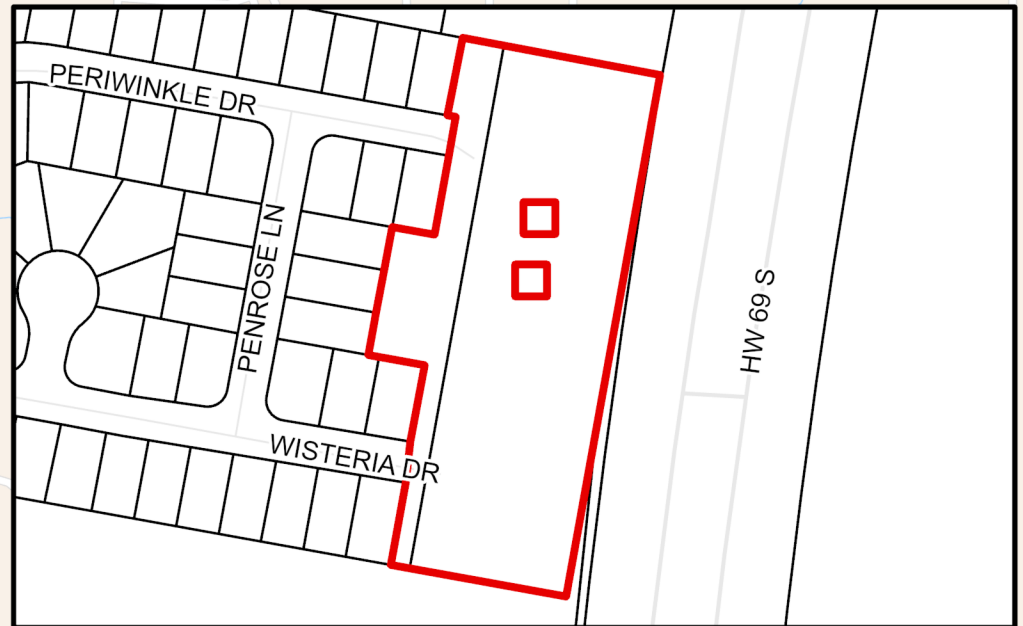
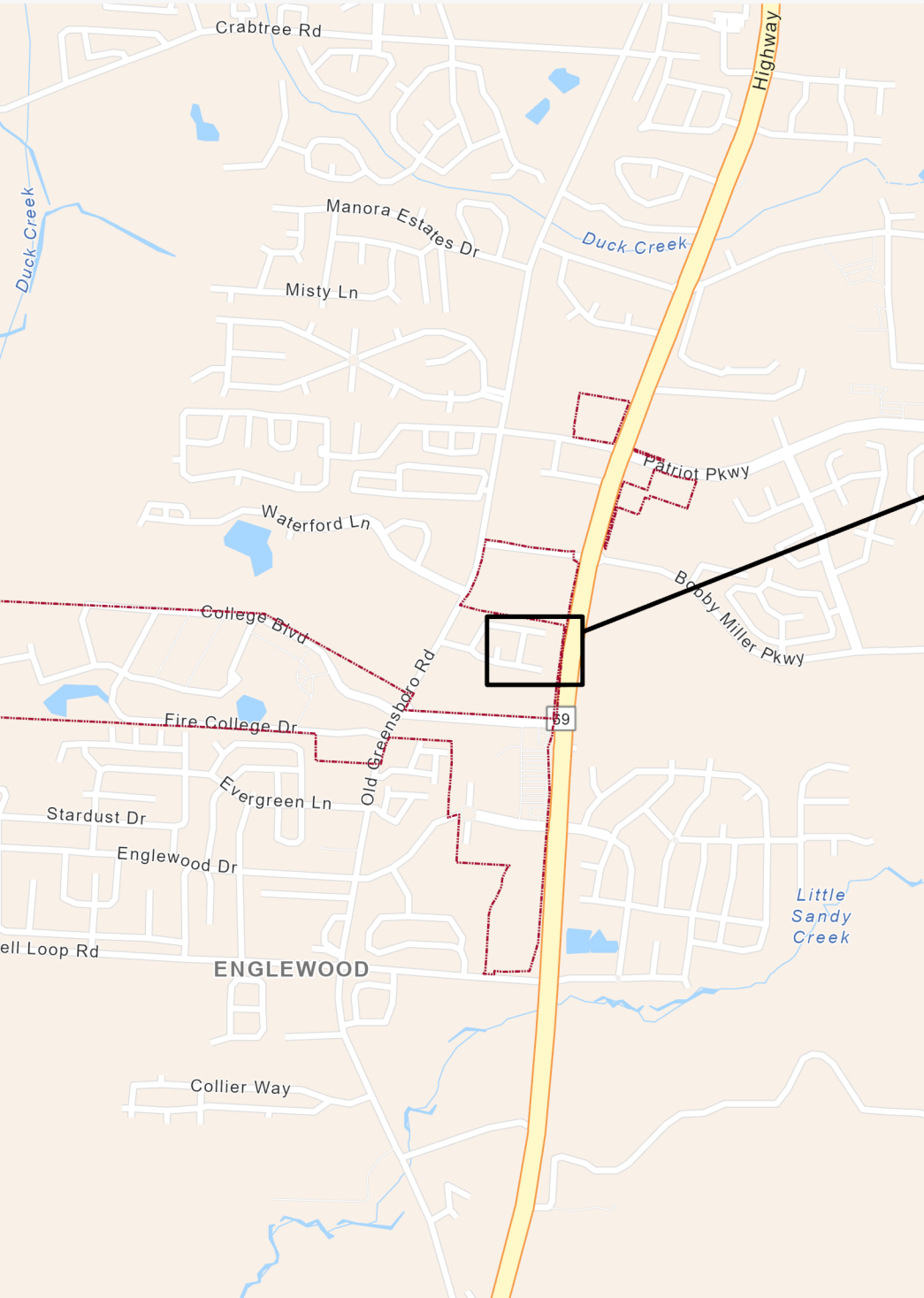


# 9200 Highway 69S

1 inch = 209 feet



N







# 180 & 242 Patriot Parkway

1 inch = 156 feet

0 100 200 300 400

N





THIS INSTRUMENT PREPARED BY:  
Ruth McFarland  
Winter McFarland, LLC  
3515 Watermelon Road  
Northport, Alabama 35473

STATE OF ALABAMA            )  
COUNTY OF TUSCALOOSA    )

**SPECIAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: that Robb's Investments, LLC, an Alabama limited liability company ("Company"), by these presents does make, constitute and appoint, Parminder Pruthi its true and lawful attorney ("Attorney in Fact") for Company, in its name, place and stead, and for its use and benefit, and as its act and deed, to do and execute, or to concur with persons jointly interested with Company therein in the doing or executing of, all or any of the following acts, deeds and things, that is to say:

1. The power to do and perform or cause to be done and performed all such acts, deeds, and things, and to negotiate, draft, make, execute, deliver, and record, any and all documents and instruments, which are reasonably necessary or desirable in the Attorney in Fact's sole and absolute discretion, to remove from the Hillcrest Gardens Subdivision ("Subdivision") and the Subdivision's planned unit development ("PUD"), those certain parcels of real property owned by Company and currently located within the boundaries of the Subdivision, to wit: Tuscaloosa County Parcel No. 63 36 06 23 0 001 012.000 and Tuscaloosa County Parcel No. 63 36 06 23 0 001 012.033 (collectively the "Property"), and to terminate the application of any covenants and restrictions on the Property imposed by and/or applicable to the Property by any of the following (collectively the "Restrictive Covenants"): (a) "*Protective & Restrictive Covenants of Hillcrest Gardens, L.L.C.*" [sic], recorded with the Tuscaloosa County Probate Court in Deed Book 1996 at Page 108, (b) "*Protective & Restrictive Covenants of Hillcrest Gardens, Phase II*", recorded with the Tuscaloosa County Probate Court in Deed Book 2001 at Page 12551, (c) "*Protective & Restrictive Covenants of Hillcrest Gardens, Phase III*", recorded with the Tuscaloosa County Probate Court in Deed Book 2001 at Page 12534 and re-recorded with the Tuscaloosa County Probate Court in Deed Book 2001 at Page 15611, (d) "*Protective & Restrictive Covenants of Hillcrest Gardens, Phase III*" ("Phase III Lot 76 Declaration"), recorded with the Tuscaloosa County Probate Court in Deed Book 2004 at Page 18539, (e) "*Protective & Restrictive Covenants of Hillcrest Gardens, Phase I*", recorded with the Tuscaloosa County Probate Court in Deed Book 2005 at Page 11453, and (f) any other declarations of covenants and/or restrictions of record relating or applicable to all or any part of the Subdivision.

2. The powers described in Section 1 above include but are not limited to (1) petitioning the City of Tuscaloosa's Planning and Zoning Commission to remove the Property from the Subdivision and PUD; (2) negotiating, making, drafting, executing, delivering, recording, and/or filing, in the Company's name and on its behalf, any and all petitions, agreements, certificates, deeds, plans, plats, surveys, instruments, and other documents, reasonably necessary to remove the Property from the Subdivision and PUD and/or to terminate the application of the Restrictive Covenants to the Property, including but not limited to filing a Notice of Termination with the Tuscaloosa County Judge of Probate; (3) hiring, engaging and retaining such legal counsel, engineers, surveyors, realtors, brokers, agents, and advisors, reasonably necessary and/or desirable in order to assist the Attorney in Fact in accomplishing the removal of the Property from the Subdivision and PUD and/or the termination of the Restrictive Covenants as to the Property; and (5) taking any and all other or further actions necessary or desirable to accomplish any of the foregoing.



3. By this Special Power of Attorney, the Company intends to grant and does hereby grant and give unto said Attorney in Fact full and complete authority and power to do and perform the above acts, as well as any and all other acts necessary or incidental to the performance and execution of the powers herein granted with power to do and perform all acts authorized hereby, as fully to all intents and purpose as the Company, the Grantor, might and/or could do, including, as necessary, the general authority with respect to the subjects stated in Sections 204, 205, 208, 209 and 212 of the Alabama Uniform Power of Attorney Act.

4. This Power of Attorney, and the rights, powers, and authority Company hereby grants to its Attorney in Fact under this Power of Attorney, shall commence and be in full force and effect on the date set forth below, shall not be affected by the disability, incompetency or incapacity of the principal in accordance with the Alabama Uniform Power of Attorney Act, and shall remain in full force and effect thereafter until Company gives written notice that this Power of Attorney is no longer in effect.

5. A copy of this Power of Attorney shall be filed with the Office of the Probate Judge of Tuscaloosa County, Alabama.

[SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF, the undersigned has executed this Special Power of Attorney as of this the \_\_\_\_ day of November, 2022.

Robb's Investments, LLC

By: [Signature]  
Roopwinder Pruthi  
Its: Sole Member

~~STATE OF ALABAMA~~ )  
~~COUNTY OF TUSCALOOSA~~ )  
New York  
K 7552V

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that ~~Parminder Pruthi~~ whose name as the sole Member of Robb's Investments, LLC, an Alabama limited liability company, is signed to the foregoing Power of Attorney, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such sole member and authorized representative and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand on this the 17 day of November, 2022.

RICHARD JOSEPH WIEMER  
NOTARY PUBLIC - STATE OF NEW YORK  
NO. 01WI6415974  
QUALIFIED IN NASSAU COUNTY  
COMMISSION EXPIRES 04/05/2025

[Signature]  
Notary Public

My Commission expires: 04/05/2025

**ACKNOWLEDGMENT OF ATTORNEY IN FACT**

By signing below, I acknowledge that I have received a copy of this Special Power of Attorney and I understand its terms this \_\_ day of November, 2022.

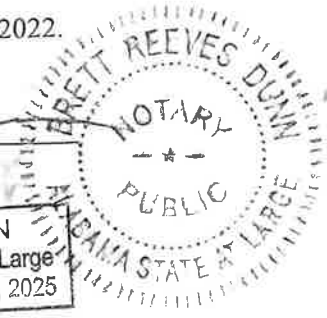
[Signature]  
Parminder Pruthi, Attorney in Fact

STATE OF ALABAMA )  
COUNTY OF TUSCALOOSA )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Parminder Pruthi whose name 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this, the 17<sup>th</sup> day of November, 2022.

[Signature]  
Notary Public





My Commission expires: 5/10/25



This instrument prepared by:  
Ruth McFarland  
Winter McFarland, LLC  
3515 Watermelon Road.  
Northport, Alabama 35473

**Source of Title: Deed Book 2019, Page 20009  
Deed Book 2014, Page 19129  
Deed Book 2014, Page 19696 (scrivener's affidavit)**

**STATE OF ALABAMA                    )  
COUNTY OF TUSCALOOSA        )**

**NOTICE OF TERMINATION**

**THIS NOTICE OF TERMINATION ("Notice of Termination")** of the application of restrictive covenants to certain parcels of real property in Hillcrest Gardens, is given this 28<sup>th</sup> day of November, 2022, by Robb's Investments, LLC ("Robb's"), for those certain parcels of real property described in Exhibit A (attached hereto and incorporated herein by reference)(the "Property"), which are unplatted parcels of real property located within the boundaries of the Hillcrest Gardens Subdivision.

**WITNESSETH**

**WHEREAS**, Hillcrest Gardens, L.L.C., as the original developer of the Hillcrest Gardens subdivision ("Subdivision") and the owner of Lots 1-9, 53-64, and 80-84, a map or plat of which is recorded with the Office of the Tuscaloosa County Judge of Probate in Plat Book 22 at Page 140, executed a "*Protective & Restrictive Covenants of Hillcrest Gardens, L.L.C.*" [sic] ("Phase I Declaration"), which was recorded on October 31, 1996, with the Office of the Tuscaloosa County Judge of Probate in Deed Book 1996 at Page 108; and

**WHEREAS**, the owners of the Lots in Hillcrest Gardens Phase II, a map or plat of which is recorded in the Office of the Tuscaloosa County Judge of Probate in Plat Book 1997 at Page 116, executed a "*Protective & Restrictive Covenants of Hillcrest Gardens, Phase II*" ("Phase II Declaration"), which was recorded on August 16, 2001 with the Office of the Tuscaloosa County Judge of Probate in Deed Book 2001 at Page 12551; and

**WHEREAS**, the owners of the Lots in Hillcrest Gardens Phase III, a map or plat of which is recorded in Plat Book 1999 at Page 25, and the Resurvey of Lots 73 and 74 of Hillcrest Gardens, Phase III, a map or plat of which is recorded in Plat Book 1999 at Page 43, and the Resurvey of Lots 25, 26 & 27 of Hillcrest Gardens, Phase III, a map or plat of which is recorded in Plat Book 2000 at Page 150, all being recorded with the Office of the Tuscaloosa County Judge of Probate, executed a "*Protective & Restrictive Covenants of Hillcrest Gardens, Phase III*", which was filed on August 16, 2001, with the Tuscaloosa County Judge of Probate in Deed Book 2001 at Page 12534 and then re-recorded with the Tuscaloosa County Judge of Probate on October 3, 2001 in Deed Book 2001 at Page 15611 (collectively, the "Phase III Declaration"); and

**WHEREAS**, the owners of Lot 76 in Hillcrest Gardens Phase III, a map or plat of which is recorded in Plat Book 1999 at Page 25, and the Resurvey of Lots 73 and 74 of Hillcrest Gardens, Phase III, a map or plat of which is recorded in Plat Book 1999 at Page 43, and the Resurvey of Lots 25, 26 & 27 of Hillcrest Gardens, Phase III, a map or plat of which is recorded in Plat Book 2000 at Page 150, all being recorded with the Office of the Tuscaloosa County Judge of Probate, executed a "*Protective & Restrictive Covenants of Hillcrest Gardens, Phase III*" ("Phase III Lot 76 Declaration"), which was recorded on August 12, 2004 with the Office of the Tuscaloosa County Judge of Probate in Deed Book 2004 at Page 18539; and

**WHEREAS**, the owners of Lot 85 in Hillcrest Gardens Phase I, a map or plat of which is recorded in the Office of the Tuscaloosa County Judge of Probate in Plat Book 22 at Page 140, executed a "*Protective & Restrictive Covenants of Hillcrest Gardens, Phase I*", which was recorded on June 3, 2005 with the Office of the Tuscaloosa County Judge of Probate in Deed Book 2005 at Page 11453 ("Phase I Lot 85 Declaration", and collectively with the Phase I Declaration, Phase II Declaration, Phase III Declaration, and Phase III Lot 76 Declaration, the "Declarations"); and

**WHEREAS**, each of the Declarations states in Paragraph 27 of said Declaration, as follows:

1996 118  
Recorded in the Above  
Deed Book & Page

27. **COMPLETION OF DEVELOPMENT.** In the event that governmental regulations or economic conditions make the completion of the development of additional phases thereof impossible, unprofitable to the Declarants, or unreasonable, then the Declarants may, at their option, terminate the effect of those restrictive covenants as to such real property for which a map or plat of has not actually been recorded. Should the declarants decide to terminate the restrictions as to any portion of the real property under the circumstances described herein, they shall file notice of such termination in the office of the Judge of Probate of Tuscaloosa County, Alabama, and thereafter Declarants shall not be obligated to complete future phases of the development.

**WHEREAS**, Robb's Investments, LLC is the owner of the Property, which is located within the boundaries of the Subdivision, but for which a map or plat has not been recorded; and

**WHEREAS**, more than fifteen (15) years have elapsed since the filing of the last of the Declarations, and in that time, economic conditions have made the completion of the development of any additional phases of the Subdivision, including any phases involving the Property, impossible, unprofitable, and/or unreasonable, and Robb's Investments, LLC, as the owner of the Property, wishes to terminate any application of any restrictions which may be applicable to the Property pursuant to any or all of the Declarations;

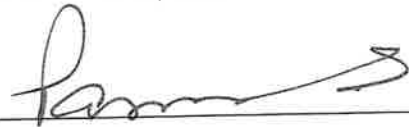
**NOW, THEREFORE**, notice is hereby given of the following:

1. Any and all restrictions and effects of any restrictive covenants pursuant to any one or more of the Declarations are hereby terminated as to the Property, and the Property is relieved of the effects of any such restrictive covenants; and
2. Except as specifically set forth in this Notice of Termination, the restrictions and covenants set forth in each of the Declarations shall continue to apply to all other Lots in the Subdivision, and shall remain in full force and effect as to all other Lots in the Subdivision.



IN WITNESS WHEREOF, the undersigned as the owner of the Property, has executed this Notice of Termination, on this the day and year first above written.

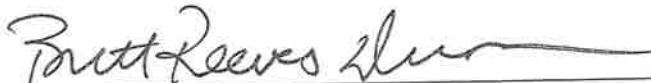
**Robb's Investments, LLC**

By:   
Parminder Pruthi,  
Attorney in Fact for Robb's Investments, LLC

STATE OF ALABAMA                    )  
COUNTY OF TUSCALOOSA        )

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Parminder Pruthi, whose name as the Attorney in Fact of Robb's Investments, 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 Attorney in Fact, and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand on this the 28<sup>th</sup> day of November, 2022.

  
Notary Public  
My Commission expires: 5/10/25

BRETT REEVES DUNN  
Notary Public, Alabama State at Large  
My Commission Expires May 10, 2025



STATE OF ALABAMA            )  
COUNTY OF TUSCALOOSA    )

A tract or parcel of land that is part of the East half of the Northwest quarter of Section 23, Township 22 South, Range 10 West, Tuscaloosa County, Alabama, containing two and ninety-five hundredths (2.95) acres, more or less, and being more particularly described as follows:

As a POINT OF COMMENCEMENT, start at the Southeast corner of the Southeast quarter of the Northeast quarter of said Section 23; thence run in a Westerly direction and along the South boundary line of the North half of said Section 23 for a distance of 2498.10 feet, more or less; thence with a deflection angle right of  $97^{\circ}12'$ , run in a Northerly direction for a distance of 712.80 feet, more or less; thence with a deflection angle left of  $90^{\circ}01'$ , run in a Westerly direction for a distance of 221.14 feet, more or less, to the a point lying on the West right-of-way margin of Alabama Highway No. 69, said right-of-way being 250 feet in width; thence along the same bearings in a Westerly direction for a distance of 27.00 feet to the POINT OF BEGINNING of the herein described parcel; thence along the same bearings in a Westerly direction for a distance of 233.07 feet, more or less, to the Southeast corner of Lot 17 of Hillcrest Gardens, Phase III as recorded in Plat Book 2005, Page 70 in the Probate Office of Tuscaloosa County, Alabama; thence with an interior angle left of  $89^{\circ}57'$ , run in a Northerly direction along the East boundary of said Lot 17 and across the end of Wisteria Drive, having a 50-foot right-of-way, for a distance of 149.64 feet, more or less, to a point at the East end of the North right-of-way of said Wisteria Drive; thence with an interior angle left of  $270^{\circ}00'$ , run Westerly along the North right-of way of said Wisteria Drive a distance of 3.70 feet, more or less, to the southeast corner of Lot 25 of Hillcrest Gardens, Phase III; thence with an interior angle left of  $89^{\circ}47'$ , run in a Northerly direction along the East boundary of said Lot 25 for a distance of 98.65 feet, more or less, to the Northeast corner of said Lot 25; thence with an interior angle left of  $270^{\circ}19'$ , run Westerly along the North boundary of said Lot 25 for a distance of 69.16 feet, more or less, to the Southeast corner of Lot 28 of Hillcrest Gardens Phase III; thence with an interior angle left of  $90^{\circ}02'$  run Northerly along the East boundary of Lots 28, 29, and 30 of Hillcrest gardens Phase III for a distance of 161.54 feet, more or less, to the Northeast corner of said Lot 30 of Hillcrest Gardens Phase III, said point also being the Southwest corner of Lot 33 of Hillcrest Gardens Phase IV as recorded in Plat Book 2004, Page 243 in the Probate Office of Tuscaloosa County, Alabama; thence with an interior angle left of  $90^{\circ}00'$ , run Easterly along the South boundary of said Lot 33 for a distance of 53.83 feet, more or less, to the Southeast corner of said Lot 33; thence with an interior angle left of  $270^{\circ}14'$  run Northerly direction along the East boundary of said Lot 33 and across the Eastern end of Periwinkle Drive, having a 50-foot right-of-way, for a distance of 150.21 feet, more or less, to a point at the Eastern end of the North right-of-way of said Periwinkle Drive; thence with an interior angle left of  $270^{\circ}00'$ , run Westerly along the North right-of way of said Periwinkle Drive a distance of 9.31 feet, more or less, to the Southeast corner of Lot 42 of Hillcrest Gardens, Phase III; thence with an interior angle left of  $89^{\circ}45'$  run in a Northerly direction along the East boundary of said Lot 42 for a distance of 100.04 feet, more or less, to a point; thence with an interior angle left of  $89^{\circ}59'$ , run in a Easterly direction for a distance of 259.96 feet, more or less, to a point; thence with an interior angle left to the chord of  $90^{\circ}16'$ , run in a Southerly direction for a distance of 660.19 feet, more or less, to the POINT OF BEGINNING of the herein described parcel, forming an interior closure angle of  $89^{\circ}44'$ .