

**NOTICE OF REGULAR MEETING
OF THE BIRMINGHAM LAND BANK AUTHORITY BOARD**

As Chairman of the Birmingham Land Bank Authority Board, I am calling a regular virtual meeting of the Board to occur:

Date: Thursday, September 3, 2020
Time: 2:00pm

The purpose of and agenda for the meeting will be for the BLBA Board to accomplish limited business that is necessary to perform essential minimum functions of the BLBA, including, but not limited to, the approval of acquisitions from the Alabama Department of Revenue, and the approval of the purchase Software Services and Vehicles, Authorization to enter into sales contracts with the City of Birmingham for the BRT project, Approval of Side Lot Applications and the Approval of the submission of an Amicus Brief to the Alabama Supreme Court on behalf of the Authority in the case of *Stiff v. Equivest Financial*.

On March 18, 2020, Governor Ivey issued a Proclamation authorizing the BLBA Board to meet by telephone conference under certain circumstances. In accordance with the Governor's Proclamation, I am directing that the meeting be held by telephone conference through the LoopUp platform as set forth below, which shall serve as the place of the meeting:

Dial in:
+1-415-655-0002 United States Toll
+1-312-535-8110 United States Toll (Chicago)
Access code: 146 349 307

The communication equipment identified above allows all persons participating in the meeting to hear one another at the same time. Anyone other than a member of the Board or an official or employee recognized by the Chairman is asked to mute their telephone.

The BLBA Administrator is directed, no more than twelve hours following the conclusion of the meeting conducted pursuant to this notice, to post a summary of the meeting in a prominent location on the BLBA's website. The summary shall recount the deliberations conducted and the actions taken with reasonable specificity to allow the public to understand what happened.



Marshall Anderson, Chairman

BIRMINGHAM LAND BANK AUTHORITY

Board of Directors
MARSHALL ANDERSON, *Chairman*
CHRISTOPHER CUMMINGS, *Vice
Chairman*
ROB BURTON, *Secretary*

City of Birmingham
710 North 20th Street, City Hall
Birmingham, Alabama 35203

BRADLEY P. GREEN
JASON EPPENGER
GWENDOLYN BATES CALHOUN
(*1947-2020)
LYORD WATSON

Memorandum

DATE: September 1, 2020

TO: Board of Directors of the City of Birmingham Land Bank Authority

Lonnie Hannon
Lyord Watson
Chris Cummings
Brad Green
Robert Burton
Marshall Anderson

FROM: Eric Fancher, Administrator

SUBJECT: Agenda for the Regular Meeting of the Birmingham Land Bank Authority Board of Directors via Cisco Webex, 2:00pm on Thursday September 3, 2020.

ROLL CALL

AGENDA

- 9.20.1** Authorizing a Request to the Land Commissioner for the transfer of the state's interest of 56 tax delinquent properties located in the corporate limits of the City of Birmingham to the Birmingham Land Bank Authority– **Action.**
- 9.20.2** Resolution authorizing the Board Chair to execute Lot Lease agreements upon receipt of state's interest in respective parcels from the Alabama Department of Revenue.
- 9.20.3** Resolution authorizing the addition of four (4) parcels to the Catalytic Development Agreement between Buildup and the Birmingham Land Bank Authority.
- 9.20.4** Resolution Authorizing the production and purchase of four hundred (400) decals altering the contact information on Land Bank Quiet Title Signage.
- 9.20.5** Resolution Authorizing Board Chair to execute Property Acquisition and Transfer Agreement between the Birmingham Land Bank Authority and the City of Birmingham for Bus Rapid Transit Project.

- 9.20.6** Resolution Authorizing the Authority to purchase one year license of Adobe Creative Suite for 3 staff members.
- 9.20.7** Resolution Authorizing the BLBA to purchase one year license to Adobe Sign..
- 9.20.8** Resolution Approving the Expenditures for the purchase of two (2) vehicles through the City of Birmingham Department of Equipment Management procurement process.
- 9.20.9** Resolution Authorizing the submission of a Motion for leave to appear as *Amicus Curiae* and to File *Amicus Curiae Brief Out of Time* behalf of the Birmingham Land Bank Authority in support of Appelle, Equivest Financial, LLC's, Application for rehearing in the Alabama Supreme Court case of *Stiff v. Equivest Financial, LLC*.

OLD BUSINESS
NEW BUSINESS

ADJOURNMENT

RESOLUTION 9.20.1
AUTHORIZING A REQUEST TO THE LAND COMMISSIONER FOR THE TRANSFER
OF THE STATE’S INTEREST OF FIFTY SIX 56 TAX DELINQUENT PROPERTIES
LOCATED IN THE CORPORATE LIMITS OF THE CITY OF BIRMINGHAM TO THE
BIRMINGHAM LAND BANK AUTHORITY.

WHEREAS, the Birmingham Land Bank Authority (the “Authority”) is a local land bank authority created and organized by the City pursuant to Act. No. 2013-249 of the Alabama Legislature (the “Act”) (Code of Alabama (1975) § 24-9-1 et seq.) and Resolution No. 928-14 of the Birmingham City Council to acquire tax delinquent properties in the City of Birmingham in order to foster the public purpose of rehabilitating land which is in a nonrevenue-generating, nontax-producing status to an effective utilization status in order to provide housing, new industry, new commercial and economic development, other productive uses, jobs for the citizens, and to assemble parcels of real property for redevelopment, stabilize property values, and remove blight; and

WHEREAS, the Act permits the Birmingham Land Bank Authority to submit a written request to the Land Commissioner of the Alabama Department of Revenue for the transfer of certain tax delinquent properties; and

WHEREAS, the Act limits the transfer of such tax delinquent properties to parcels that have been tax delinquent for at least five years; and

WHEREAS, upon receipt of such written request, the Land Commissioner will issue tax deeds conveying the state’s interest to the land bank authority at no cost; and

WHEREAS, the Birmingham Land Bank Authority wishes to exercise its authority under the Act to request tax deeds for fifty six eligible tax delinquent property(ies) located within the corporate limits of the City of Birmingham in order that the Birmingham Land Bank Authority may clear title to such properties and return them to productive use as part of a plan involving the redevelopment and revitalization of blighted properties in Birmingham’s neighborhoods; and

WHEREAS, the approval of acquisitions from the Alabama Department of Revenue that must occur before the next tax sale, is necessary to perform essential minimum functions of the BLBA.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Birmingham Land Bank Authority as follows:

1. The Birmingham Land Bank Authority requests the Land Commissioner of the Alabama Department of Revenue to transfer fifty six tax deed(s) for properties listed in **Appendix “A”** to the Birmingham Land Bank Authority at no cost.

2. The Chairman of the Board is hereby authorized to sign a letter requesting the transfer of the state's interest to the Birmingham Land Bank Authority and to take any and all other actions necessary for the Birmingham Land Bank Authority to obtain the tax deeds.
3. This Resolution shall be effective immediately upon passage

9.20.1 Exhibit A
Property List

1. Tax parcel identification number **012300153030003000**
Name of the owner who last assessed the property for taxes: SMITH STANFORD L
Year of the tax sale: 2015
Legal Description: LOTS 13 THUR 16 BLK 1-C EAST WOODLAWN
Address: 6601 1st Ave N

2. Tax parcel identification number **012200343008006000**
Name of the owner who last assessed the property for taxes: WATKINS ETHEL M
Year of the tax sale: 2015
Legal Description: LOT 17 & W 10 FT LOTS 18 BLK 1 RW OWENS
Address: 716 8th CT W

3. Tax parcel identification number **012200244020035000**
Name of the owner who last assessed the property for taxes: COBB KRASHIMA
Year of the tax sale: 2015
Legal Description: N 20 FT OF LOT 8 & S 40 FT LOT 9 BLK 20 BHAM RLTY
Address: 1338 33rd St N

4. Tax parcel identification number 012200132019007001
Name of the owner who last assessed the property for taxes: BURTON RUDENE
L
Year of the tax sale: 15
Legal Description: LOTS 12-15 I M CRUM ADD
Address: 3404 31st St N

5. Tax parcel identification number 012300121005001
Name of the owner who last assessed the property for taxes: WATSON MCDANIEL JR
Year of the tax sale: 2015
Legal Description: LOT 11-A RESUR OF LOTS 11-12 & 14 BLK 11 OAKVILLE
Address: 541 Maple St

6. Tax parcel identification number 0129000320340210000000
Name of the owner who last assessed the property for taxes: DARBY J O
Year of the tax sale: 1986
Legal Description: LOT 20 J W MCCONNELL SUR
Address: 424 Cotton Ave SW

7. Tax parcel identification number 0129000320360020000000
Name of the owner who last assessed the property for taxes: MORTON JOHN
Year of the tax sale: 1992
Legal Description: LOT 27 J W MCCONNELL SUR
Address: 417 Cotton Ave SW

8. Tax parcel identification number 0129000320360040000100
Name of the owner who last assessed the property for taxes: FRAZIER WILLIE G
Year of the tax sale: 1996
Legal Description: THE S 40 FT OF LOT 29 J W MCCONNELL SURVEY
Address: 425 Cotton Ave SW
9. Tax parcel identification number 0129000320360050000000
Name of the owner who last assessed the property for taxes: PARKER KIM F
Year of the tax sale: 2011
Legal Description: LOT 30 J W MCCONNELL SUR
Address: 501 Cotton Ave SW
10. Tax parcel identification number 012900174003006000
Name of the owner who last assessed the property for taxes: ARRINGTON
RODERICK
Year of the tax sale: 2013
Legal Description: LOT 19 BLK 8 WEST END HILLS
Address: 1637 19th St SW (Harris, Thomas)
11. Tax parcel identification number 012900173022010000
Name of the owner who last assessed the property for taxes: EPISCOPAL
CHURCH OF JESUS
Year of the tax sale: 2015
Legal Description: LOTS 105 & 106 COLLEGE PARK RESUB
Address: 2513 Dawson Ave SW (Hare)
12. Tax parcel identification number 012200143023002000
Name of the owner who last assessed the property for taxes: DIXIE JAMES &
DEVELMA
Year of the tax sale: 1992
Legal Description: LOT 5 BLK 147 NORTH BHAM
Address: 2219 33RD AVE N
13. Tax parcel identification number 012200143007011000
Name of the owner who last assessed the property for taxes: FIRST LIBERTY
NATIONAL BANK
Year of the tax sale: 2008
Legal Description: LOT 16 BLK 88 C B ROGERS SUBDIV OF NORTH BHAM
Address: 2116 35TH AVE N
14. Tax parcel identification number 012300074016001000
Name of the owner who last assessed the property for taxes: PALPAL-LATOC
LUCY & ANTHONY E
Year of the tax sale: 2011
Legal Description: LOT 15 BLK 2 BENDALE
Address: 4253 INGLENOOK ST

15. Tax parcel identification number 0123000740170090000000
Name of the owner who last assessed the property for taxes: CSC
CUSTODIAN/STRATEGIC & MUNICIPAL INVESTMENTS LLC
Year of the tax sale: 2008
Legal Description: LOT 2 BLK 1 RIVES RESUR OF BENDALE SURVEY OF
INGLE
Address: 4317 INGLENOOK ST
16. Tax parcel identification number 012300191022009000
Name of the owner who last assessed the property for taxes: UNDERWOOD
ANNIE LEE AGT F
Year of the tax sale: 2004
Legal Description: LOT 4 BLK 46 EAST BHAM LD CO
Address: 1116 CAHABA ST
17. Tax parcel identification number **29 00 02 3 004 005.000**
Name of the owner who last assessed the property for taxes: NICKOLSON INEZ
HATCHETT
Year of the tax sale: 2014
Legal Description: E 21 FT OF W 41 FT OF LOTS 9 & 10 BLK 2 ELYTON HGLDS TO AN EASEMENT
OF 10 FT ACROSS S 10 FT OF LOT 9
Address: 411 Kappa Avenue
18. Tax parcel identification number
Name of the owner who last assessed the property for taxes:
DANIELS ROOSEVELT
Year of the tax sale: 2011
Legal Description: LOT 9 E B HANES SUR
Address: 1221 44th St N (Brown)
19. Tax parcel identification number 012200334019018000
Name of the owner who last assessed the property for taxes: WACHOVIA CUST
AGT/SASS MUNI V
Year of the tax sale: 2015
Legal Description: LOT 22 BLK 18 HIGHLAND LAKE LAND CO RESUR OF
BLK 1
Address: 1134 4th Ter W (Belle)
20. Tax parcel identification number 0122003040400010000000
Name of the owner who last assessed the property for taxes: SMITH MIKE AGT
FOR HEIRS OF TOM SMITH
Year of the tax sale: 1995
Legal Description: LOTS 1+2 BLK 7-G ENSLEY LD COS 3RD ADD TO
ENSLEY

Address: 701 Avenue G (Johnson)

21. Tax parcel identification number

Name of the owner who last assessed the property for taxes:

Year of the tax sale:

Legal Description:

Address: 2606 17th Ave N (Merritt) No Longer Tax Delinquent

22. Tax parcel identification number 012300222031002001

Name of the owner who last assessed the property for taxes: BERRY SHERYL & PRICE WILLIAM & REDD MARCELLUS

Year of the tax sale: 2015

Legal Description: LOT 34 WARE STEWART WALDROP & HAWKINS SUR PB 81 PG

Address: 6225 2nd Ave S (Doyle)

23. Tax parcel identification number 0129000230300090010000

Name of the owner who last assessed the property for taxes: CUNNINGHAM FRANK JR &

Year of the tax sale: 2007

Legal Description: LOT 7 BLK 3 TIDDLESVILLEHEIGHTS PB 8 PG 81

Address: 624 Omega St

24. Tax parcel identification number 012300121017003000

Name of the owner who last assessed the property for taxes: GAMBRELL MARTHA W

Year of the tax sale: 2006

Legal Description: P O B BEING 349.6 FT W OF SW INTER OF CHESTNUT S

Address: 8951 NEWPORT AVE

25. Tax parcel identification number 012900092015015000

Name of the owner who last assessed the property for taxes: OWENS ROBERT

Year of the tax sale: 1997

Legal Description: LOT 7 HEWES & BOOTH SUR END

Address: 1556 TUSCALOOSA AVE SW

26. Tax parcel identification number 012300222036010000

Name of the owner who last assessed the property for taxes: CALDWELL CRYSTAL BENNETT

Year of the tax sale: 2001

Legal Description: SE ½ LOT 1 BLK 1 FREYS ADD TO WOODLAWN

Address: 214 62ND ST S

27. Tax parcel identification number 2900174003006000

Name of the owner who last assessed the property for taxes: ARRINGTON RODERICK

Year of the tax sale: 2013

Legal Description: LOT 19 BLK 8 WEST END HILLS
Address: 1637 19TH ST SW

28. Tax parcel identification number 012900172004006000
Name of the owner who last assessed the property for taxes: AFR INVESTORS A PART
Year of the tax sale: 1990
Legal Description: LOT 4 BLK 1 HYDE PARK
Address: 2712 GARRISON AVE SW
29. Tax parcel identification number 012900061026010000
Name of the owner who last assessed the property for taxes: MORENO STEPHEN R M JR FOR
Year of the tax sale: 2012
Legal Description: LOT 11 BLK 60 ENSLEY HGLDS
Address: 2617 COURT R
30. Tax parcel identification number 012300074017009000
Name of the owner who last assessed the property for taxes: CSC CUSTODIAN/STRATEGIC & MUNICIPAL INVESTMENTS LLC
Year of the tax sale: 2008
Legal Description: LOT 2 BLK 1 RIVES RESUR OF BENDALE SURVEY OF INGLE
Address: 4317 INGLENOK ST
31. Tax parcel identification number 012300074016001000
Name of the owner who last assessed the property for taxes: PALPAL-LATOC LUCY & ANTHONY E
Year of the tax sale: 2011
Legal Description: LOT 15 BLK 2 BENDALE
Address: 4253 INGLENOK ST
32. Tax parcel identification number 012200312014003000
Name of the owner who last assessed the property for taxes: SPENCER CATHERINE J & ROOSEVEL
Year of the tax sale: 1985
Legal Description: LOTS 5+6+7 BLK 16-E ENSLEY
Address: 509 16TH ST
33. Tax parcel identification number 012300222036011000
Name of the owner who last assessed the property for taxes: THOMAS RENITA AGT FOR HEIRS OF & RANDOLPH STROUD
Year of the tax sale: 2011
Legal Description: NW ½ LOT 1 BLK 1 FREYS ADD TO WOODLAWN
Address: 212 62ND ST S

34. Tax parcel identification number 012900172004007000
Name of the owner who last assessed the property for taxes: GONZALES RALPH
W
Year of the tax sale: 2003
Legal Description: LOT 3 BLK 1 HYDE PARK
Address: 2708 GARRISON AVE SW
35. Tax parcel identification number 012200143007011000
Name of the owner who last assessed the property for taxes: FIRST LIBERTY
NATIONAL BANK
Year of the tax sale: 2008
Legal Description: LOT 16 BLK 88 C B ROGERS SUBDIV OF NORTH BHAM
Address: 2116 35TH AVE N
36. Tax parcel identification number 012300214013014000
Name of the owner who last assessed the property for taxes: C BROUGHTON
BROKERAGE INC
Year of the tax sale: 2007
Legal Description: COMMON AREA CREST PARC PB 216 PG 53 DESC AS
FOLS
Address: 500 55TH PL S
37. Tax parcel identification number 012300214013001000
Name of the owner who last assessed the property for taxes: C BROUGHTON
BROKERAGE INC
Year of the tax sale: 2008
Legal Description: BEG NW COR OF LOT 2 CREST PARC SUB PB 216 PG 53
TH
Address: 501 55TH PL S
38. Tax parcel identification number 012200143023002000
Name of the owner who last assessed the property for taxes: DIXIE JAMES &
DEVELMA
Year of the tax sale: 1992
Legal Description: LOT 5 BLK 147 NORTH BHAM
Address: 2219 33RD AVE N
39. Tax parcel identification number 012200353023008000
Name of the owner who last assessed the property for taxes: MALLORY LUCILLE
Year of the tax sale: 1987
Legal Description: LOT 13 BLK 29 MAP OF SMITHFIELD
Address: 316 4TH TER N

40. Tax parcel identification number 012900063026016000
Name of the owner who last assessed the property for taxes: SMITH JR OTTO
Year of the tax sale: 2010
Legal Description: LOT 18 BLK 32 BHAM-ENSLEY
Address: 1332 34TH ST
41. Tax parcel identification number 012200143023001000
Name of the owner who last assessed the property for taxes: MIRANDA ANNETTE AGT FOR HEIRS OF BERTELLA RALPH & MARY
Year of the tax sale: 2004
Legal Description: LOTS 1-2 AND 3 BLK 147 NORTH BHAM
Address: 2225 33RD AVE N
42. Tax parcel identification number 012300222035008000
Name of the owner who last assessed the property for taxes: NEIGHBORHOOD SERVICES INC
Year of the tax sale: 1994
Legal Description: LOT 3 BLK 4 FREYS ADD TO WOODLAWN
Address: 308 62ND ST S
43. Tax parcel identification number 0129000440230150000000
Name of the owner who last assessed the property for taxes: ASHFORD ROWELL II
Year of the tax sale: 2011
Legal Description: LOTS 17 THRU 19 BLK 8 WEST END LAND & IMPROVEMENT
Address: 1220 TUSCALOOSA AVE SW
44. Tax parcel identification number 012300222036009000
Name of the owner who last assessed the property for taxes: CNC PROPERTIES
Year of the tax sale: 2012
Legal Description: LOT 2 BLK 1 FREYS ADDTO WOODLAWN
Address: 216 62ND ST S
45. Tax parcel identification number 012900172004005000
Name of the owner who last assessed the property for taxes: SUMERLIN SAMUEL & MIRANDA A
Year of the tax sale: 1998
Legal Description: LOTS 5 & 6 BLK 1 HYDE PARK
Address: 2720 GARRISON AVE SW
46. Tax parcel identification number 0123001140290150000000
Name of the owner who last assessed the property for taxes: FANNIE MAE/FNMA
Year of the tax sale: 2012
Legal Description: LOTS 13 & 14 BLK 42 SO HGLDS OF EAST LAKE
Address: 761 81ST PL S

47. Tax parcel identification number 0123001140320050000000
Name of the owner who last assessed the property for taxes: FEDERAL NATIONAL MORTGAGE ASSC & C/O COUNTRYWIDE HOME LOANS
Year of the tax sale: 2008
Legal Description: LOTS 34 & 35 BLK 37 SO HGLDS OF EAST LAKE
Address: 744 81ST PL S
48. Tax parcel identification number 012300114029012000
Name of the owner who last assessed the property for taxes: ROGERS-HOWARD BRENDA J
Year of the tax sale: 2012
Legal Description: LOT 7 BLK 42 SO HGLDS EASTLAKE
Address: 749 81ST PL S
49. Tax parcel identification number 012300203010013000
Name of the owner who last assessed the property for taxes: WILLIAMSON JAMES L & YOLANDA D
Year of the tax sale: 2012
Legal Description: N 40 FT LOT 6 BLK E KING LD IMP CO 1ST ADD TO KING
Address: 808 42ND ST N
50. Tax parcel identification number 012300203012016000
Name of the owner who last assessed the property for taxes: HEARTWOOD 88 LLC
Year of the tax sale: 2009
Legal Description: LOT 9 BLK A PARKSIDE HOMES IN RESUR OF LOTS 7-8-9
Address: 4228 8TH AVE N
51. Tax parcel identification number 012300204022002000
Name of the owner who last assessed the property for taxes: FAUGHT KENNETH L
Year of the tax sale: 2013
Legal Description: LOT 8 BLK 2 HILL TOP SUB
Address: 765 45TH ST N
52. Tax parcel identification number 012300201029010000
Name of the owner who last assessed the property for taxes: COOLEY HARRIET EST OF
Year of the tax sale: 2010
Legal Description: LOTS 1-2 BLK 6 BROWNS & REEDS ADD TO BROOKLYN
Address: 4501 9TH TER N
53. Tax parcel identification number 012300203011013000
Name of the owner who last assessed the property for taxes: LITTLEPAGE GARRY & ANNIE'S
Year of the tax sale: 2004

Legal Description: LOTS 5 AND 6 BLK L KING LD IMP CO 1ST ADD TO KING
Address: 801 42ND ST N

54. Tax parcel identification number 012300202013003000
Name of the owner who last assessed the property for taxes: HAMEEM JEDARRIE
Year of the tax sale: 2007
Legal Description: LOTS 11 + 12 BLK 5 T Y CAIN
Address: 4456 9TH TER N
55. Tax parcel identification number 012300204021040000
Name of the owner who last assessed the property for taxes: TARVER MOSES
Year of the tax sale: 2009
Legal Description: LOT 1 BLK 1 HILL TOP SUB
Address: 812 46TH ST N
56. Tax parcel identification number 012300204021039000
Name of the owner who last assessed the property for taxes: FITZPATRICK
STEPHANIE M
Year of the tax sale: 2011
Legal Description: LOT 2 BLK 1 HILLTOP SUBDIV
Address: 808 46TH ST N

RESOLUTION 9.20.2
RESOLUTION AUTHORIZING BOURD CHAIR TO EXECUTE LOT LEASE
AGREEMENTS UPON RECEIPT OF STATE’S INTEREST IN RESPECTIVE
PARCELS FROM THE ALABAMA DEPARTMENT OF REVENUE

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Birmingham Land Bank Authority does hereby authorize Board Chair to execute Lot Lease Agreements with the parties outlined in Exhibit A upon receipt of the State’s Interest in each respective parcel by the Birmingham Land Bank Authority.

9.20.2 Exhibit A

Application #	Applicant Name	Applicant Type	Parcel Number	Property Address
4807	REGIS SCARBROUGH	Person	012300074017009000	4317 INGLENOOK ST
4808	REGIS SCARBROUGH	Person	012300074016001000	4253 INGLENOOK ST
4835	Evelyn Gibson	Person	012200143007011000	2116 35TH AVEN
4837	Frankie Robledo	Person	012200143023002000	2219 33RD AVEN
4905	Bradley Pinkerton	Person	012300214013014000	500 55TH PL S
4937	Frankie Robledo	Person	012200143023001000	2225 33RD AVEN
4954	Clay Ebersold	Person	012300121017003000	8951 NEWPORT AVE
4987	Kelvin Holmes	Person	012200312014003000	509 16TH ST
5044	Agape Ministries	Organization	012900061026010000	2617 COURT R
5058	Keisha James	Person	012200353023008000	316 4TH TER N
5075	Desmin Milner	Person	012900063026016000	1332 34TH ST
5088	Patricia Mason	Person	012900172004005000	2720 GARRISON AVE SW
5089	Patricia Mason	Person	012900172004006000	2712 GARRISON AVE SW
5090	Patricia Mason	Person	012900172004007000	2708 GARRISON AVE SW
5101	Anthony Grier	Person	0129000440230150000 000	1220 TUSCALOOSA AVE SW
5102	Anthony Grier	Person	012900092015015000	1556 TUSCALOOSA AVE SW

RESOLUTION 9.20.3
RESOLUTION AUTHORIZING THE ADDITION OF 4 (FOUR) PARCELS TO THE
CATALYTIC DEVELOPMENT AGREEMENT BETWEEN THE BIRMINGHAM LAND
BANK AUTHORITY AND BUILDUP.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Birmingham Land Bank Authority does hereby authorize the addition of the parcels outlined in Exhibit A to the existing Catalytic Development Agreement between the Birmingham Land Bank Authority and BUILDUP.

9.20.3 Exhibit A

Parcel Number	Property Address
012900023012010000	202 4TH AVE S
012900023013011000	102 4TH AVE S
012900023012009000	200 4TH AVE S
012900023023011000	500 1ST ST S

RESOLUTION 9.20.4
RESOLUTION AUTHORIZING PRODUCTION AND PURCHASE OF 400 DECALS
ALTERING THE CONTACT INFORMATION QUIET TITLE SIGNAGE.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Birmingham Land Bank Authority does hereby authorize expenditures totaling One Hundred Thirty Seven Dollars and Seventy Cents \$137.70 for the production of four hundred (400) decals altering the Contact Information on Birmingham Land Bank Authority Quiet Title Signage.

RESOLUTION 9.20.5
AUTHORIZATION OF THE BOARD CHAIR TO EXECUTE PROPERTY
ACQUISITION AND TRANSFER AGREEMENT BETWEEN THE CITY OF
BIRMINGHAM AND THE BIRMINGHAM LAND BANK AUTHORITY

WHEREAS, the Birmingham Land Bank Authority (the “Authority”) is a local land bank authority created and organized by the City pursuant to Act. No. 2013-249 of the Alabama Legislature (the “Act”) (Code of Alabama (1975) § 24-9-1 et seq.) and Resolution No. 928-14 of the Birmingham City Council to acquire tax delinquent properties in the City of Birmingham in order to foster the public purpose of rehabilitating land which is in a nonrevenue-generating, nontax-producing status to an effective utilization status in order to provide housing, new industry, new commercial and economic development, other productive uses, jobs for the citizens, and to assemble parcels of real property for redevelopment, stabilize property values, and remove blight; and

WHEREAS, the Authority adopted the following as its Mission Statement (“Mission”): The mission of the Birmingham Land Bank Authority is to serve the citizens of Birmingham by working collaboratively and transparently with community stakeholders and the City of Birmingham to steward vacant, abandoned, and tax delinquent properties and dispose of them to the best use as defined by the needs of the community to reduce community blight, stabilize neighborhoods, facilitate community, civic, and commercial redevelopment, and to increase community and overall City of Birmingham property values while returning such properties back to the tax rolls; and

WHEREAS, the Act permits the Birmingham Land Bank Authority to clear title to such properties as part of the process in acquiring tax-delinquent properties; and

WHEREAS, Purchaser has requested and the Authority agrees that the Authority will (i) acquire a tax deed to certain property as described on the attached Exhibit A (“Property”), (ii) clear title to the Property by filing a quiet title action, and (iii) transfer title to the Property to the Purchaser following the conclusion of such quiet title action, all as provided in this Agreement; and

WHEREAS, Purchaser has provided a proposal for the BRT Project, which proposal is attached hereto as Exhibit B (“BRT Project”); and

WHEREAS, the Authority has determined that Purchaser’s proposal for the BRT property as set forth in the BRT Project is consistent with the Authority’s Mission.

NOW, THEREFORE, in consideration of all the covenants, terms and conditions herein contained, the Authority and Purchaser hereby agree as follows:

1. Board Chair is Authorized to execute Agreements attached in Exhibit A.
2. This Resolution shall be effective immediately upon passage.

9.20.3 EXHIBIT A

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

PROPERTY ACQUISITION AND TRANSFER AGREEMENT

THIS PROPERTY ACQUISITION AND TRANSFER AGREEMENT (the “Agreement”) is made this ____ day of June, 2020, by and between the **BIRMINGHAM LAND BANK AUTHORITY**, a public corporation under the laws of the State of Alabama (the “Authority”) and the **CITY OF BIRMINGHAM**, a municipal corporation, (“Purchaser”):

WITNESSETH:

WHEREAS, the Birmingham Land Bank Authority (the “Authority”) is a local land bank authority created and organized by the City pursuant to Act. No. 2013-249 of the Alabama Legislature (the “Act”) (Code of Alabama (1975) § 24-9-1 et seq.) and Resolution No. 928-14 of the Birmingham City Council to acquire tax delinquent properties in the City of Birmingham in order to foster the public purpose of rehabilitating land which is in a nonrevenue-generating, nontax-producing status to an effective utilization status in order to provide housing, new industry, new commercial and economic development, other productive uses, jobs for the citizens, and to assemble parcels of real property for redevelopment, stabilize property values, and remove blight; and

WHEREAS, the Authority adopted the following as its Mission Statement (“Mission”): The mission of the Birmingham Land Bank Authority is to serve the citizens of Birmingham by working collaboratively and transparently with community stakeholders and the City of Birmingham to steward vacant, abandoned, and tax delinquent properties and dispose of them to the best use as defined by the needs of the community to reduce community blight, stabilize neighborhoods, facilitate community, civic, and commercial redevelopment, and to increase

community and overall City of Birmingham property values while returning such properties back to the tax rolls; and

WHEREAS, the Act permits the Birmingham Land Bank Authority to clear title to such properties as part of the process in acquiring tax-delinquent properties; and

WHEREAS, Purchaser has requested and the Authority agrees that the Authority will (i) acquire a tax deed to certain property as described on the attached **Exhibit A** (“Property”), (ii) clear title to the Property by filing a quiet title action, and (iii) transfer title to the Property to the Purchaser following the conclusion of such quiet title action, all as provided in this Agreement; and

WHEREAS, Purchaser has provided a proposal for the BRT Project, which proposal is attached hereto as **Exhibit B** (“BRT Project”); and

WHEREAS, the Authority has determined that Purchaser’s proposal for the BRT property as set forth in the BRT Project is consistent with the Authority’s Mission.

NOW, THEREFORE, in consideration of all the covenants, terms and conditions herein contained, the Authority and Purchaser hereby agree as follows:

1. PROPERTY. (a) In consideration of Purchaser’s agreement to pay the Purchase Price for the Property, as set forth in Section 2 below, and to maintain and/or develop the Property in accordance with the BRT Project, the Authority agrees to obtain a tax deed to the Property, following which the Authority will file a lawsuit in the Circuit Court for Jefferson County, Alabama, to quiet title to the Property and, following completion of the quiet title lawsuit, to sell the Property to Purchaser under the terms and conditions set forth in this Agreement. The Property shall be sold by the Authority to Purchaser on an “**AS IS, WHERE IS**” basis on the closing date, without any warranty or representation by the Authority concerning the condition of the Property, the suitability of the Property for any and all development activities and uses which Purchaser may conduct thereon, or any other matter with respect to the Property except as expressly set forth herein.

(b) Purchaser acknowledges that the prior owner(s) and other parties having an interest in the Property may have a right to redeem the Property from its tax delinquent status prior to completion of the quiet title action. In the event that the Property is redeemed, the Authority will notify Purchaser and will refund the Earnest Money to Purchaser, without interest, which Earnest

Money Purchaser shall accept in full satisfaction of any and all claims under or related to this Agreement, whereupon this Agreement shall be terminated and canceled and the Authority shall be released from any and all liability or obligation to Purchaser in connection with this Agreement.

2A. PURCHASE PRICE. The purchase price for the Property shall be Five Thousand Five Hundred and No/100 Dollars (\$5,500.00), which is equal to the sum of estimated costs (“Project Cost”) to clear the title to the Property. The purchase price shall be payable as follows: Purchaser shall deposit with the Authority as earnest money the sum of Five Hundred and No/100 Dollars (\$500.00) (the “Earnest Money”) upon the execution of this Agreement. The Earnest Money will be applied to the purchase price at closing, and the balance of the purchase price shall be payable in cash or other immediately available funds at the closing. Purchaser agrees to assume all other costs associated with the conveyance of the Property as outlined in this Agreement.

2B. INCREASED PURCHASE PRICE. In the event the Project Cost is estimated by the Authority to exceed Five Thousand Five Hundred and No/100 Dollars, Purchaser will be given the option pay the estimated additional project Costs and the parties will amend the Agreement to include a new purchase price set equal to the revised estimate of the Project Costs. If the Authority, during the quiet title action process, determines it will be impossible to complete the quiet title action for any reason other than Purchaser’s default under this Agreement, including, but not limited to, the redemption of the Property, the Earnest Money shall be returned to Purchaser without interest, and Purchaser agrees that the return of the Earnest Money shall be its sole remedy, whereupon this Agreement shall be terminated and canceled and the Authority shall be released from any and all liability or obligation to Purchaser in connection with this Agreement.

3. CLOSING. The Authority will use good faith efforts to close the sale of the Property within thirty (30) days following the entry of a final order by Circuit Court for Jefferson County, Alabama, awarding title to the Property to the Authority and the expiration of any period of appeal of such order. The closing shall occur at a date, time and place as the Authority and Purchaser may mutually agree. At the closing, and upon payment in full of the balance of the purchase price and any closing costs for which Purchaser is responsible, the Authority shall deliver to Purchaser a statutory warranty deed which shall convey title to the Property free and clear of all liens and encumbrances, but subject to all existing restrictions, easements, encroachments, rights-of-way, ordinances, laws, regulations, charges, taxes and assessments.

As the Authority is exempt from ad valorem taxes, taxes and assessments will not be prorated at closing. Possession of the Property shall be given to Purchaser at closing.

Purchaser shall pay at closing all costs for recording the deed and any related transfer documents. Purchaser shall also pay any recording or transfer tax which may be due upon a sale of the Property. Purchaser shall be responsible for having the property assessed for taxes to Purchaser with the Jefferson County Tax Assessor.

4. TITLE MATTERS. Following the conclusion of the quiet title action and prior to closing, Purchaser shall obtain at its own cost and expense a title insurance commitment, and shall promptly provide the Authority with a copy of such commitment. Purchaser shall be responsible for the cost of the premium for any policy of title insurance desired by Purchaser.

5. SURVEY. Purchaser, at its expense, may obtain a survey of the Property. Purchaser shall provide a copy of any such survey it obtains to the Authority within seven (7) days of Purchaser's receipt thereof.

6. INSPECTION AND ENTRY. Upon its receipt of the tax deed to the Property, the Authority will provide written notice of such receipt of the tax deed to Purchaser. Purchaser shall have thirty (30) days following the date of such notice (the "Inspection Period") to enter upon the Property, upon the giving of reasonable notice to the Authority, for the purposes of surveying, testing, inspecting or investigating the Property; provided, however, that (i) the foregoing limited right to enter upon the Property shall not be construed or deemed to grant to Purchaser any right to use, possess or occupy the Property and (ii) Purchaser shall keep the Property free and clear of any liens arising from or relating to any such activities and shall indemnify and hold the Authority free and harmless for any loss, damage, claim, suits or expenses resulting from any such activities. The foregoing indemnification and agreement to hold the Authority harmless shall survive the closing or the earlier termination of this Agreement as expressly provided herein. In the event Purchaser objects to any matter disclosed in connection with such activities, Purchaser may elect to terminate this Agreement prior to the end of the Inspection Period by giving notice to the Authority, whereupon the Authority shall refund the Earnest Money to Purchaser without interest, which Earnest Money Purchaser shall accept in full satisfaction of any and all claims under or related to this Agreement.

7. **ZONING.** The Authority assumes no responsibility for the changing of the current zoning classification of the Property in any way or manner, and any change in zoning desired by Purchaser shall be accomplished by Purchaser at its own cost and expense. Purchaser acknowledges and agrees that the Authority has made no warranty or representation concerning the likelihood of approval of any change in zoning desired by Purchaser.

8. **OBLIGATION TO DEVELOP THE PROJECT.** Subject to the mutual covenants and the other terms and conditions set forth herein, Purchaser hereby commits to maintain and/or develop the Property and to carry out its obligations and duties as set forth herein and in BRT Project, which shall survive the closing and shall be incorporated into the deed. Purchaser has represented to the Authority that it will use good faith efforts to obtain financial resources to maintain and/or develop the Property according to the BRT Project. Purchaser shall submit a budget and other information the Authority may request to satisfy the Authority of Purchaser's ability to maintain and/or develop the Property in accordance with the BRT Project.

9. **COMPLIANCE WITH LAWS; RESPONSIBILITY FOR TAXES AND OTHER CHARGES.** Purchaser shall comply with land use regulations, codes and laws affecting the payment of taxes, leasing, acquisition, ownership, use, improvement and development of the Property, and nothing in this Agreement constitutes an exemption or grant of a variance from applicable codes and laws. Purchaser will be responsible for property, ad valorem, any other taxes, municipal liens, or fines following the closing.

10. **IMPLEMENTATION OF THE BRT PROJECT.** If the BRT Project involves the construction of permanent improvements, construction of those permanent improvements shall commence within three (3) months of the date of closing. If implementation of the BRT Project does not include permanent improvements, implementation of the BRT Project must begin within a reasonable practicable period of time, including any maintenance or development of fences or gardens. Implementation of the BRT Project, if it includes permanent improvements, shall be completed within twenty-four (24) months from the date construction is deemed to commence (the "Construction Deadline"), provided that such Construction Deadline may be extended for delays due to strikes, acts of God, enemy or terrorist action, civil commotion, fire, or other casualty.

In the event Purchaser fails to commence implementation of the BRT Project within three (3) months of the date of closing, the Authority may, at its option, repurchase the Property and

Purchaser shall re-convey and sell the Property to the Authority for the same price as paid by Purchaser under this Agreement. If Purchaser has commenced construction within such three (3) month period but does not complete the construction on or before the Construction Deadline, the parties shall have an additional thirty (30) days (the "Extension Period") within which either Purchaser shall complete construction or the parties shall agree to a new construction deadline. In the event Purchaser does not complete construction or the parties do not agree to a new construction deadline within such Extension Period, the Authority shall have the option to repurchase the Property for the same price as paid by Purchaser under this Agreement.

In the event the Authority exercises its option to repurchase the Property under this Paragraph 10, Purchaser shall re-convey the Property to the Authority free and clear of all mortgages, liens of any kind, encumbrances, leases, tenancies, security interests, covenants, conditions, restrictions, rights-of-way, easements, judgments or other matters affecting title except for such exceptions to title existing at the time the Property was conveyed to Purchaser by the Authority or such other title matters to which the Authority does not object. Prior to any such repurchase, the Authority shall have a reasonable period of time to examine, inspect and investigate the Property to determine, in the Authority's sole discretion, whether the Property is acceptable to the Authority for repurchase. In the event the Authority elects to repurchase the Property, Purchaser shall indemnify and hold the Authority harmless from and against any and all claims, liens and liabilities asserted against the Authority or the Property as a result of any act or omission by Purchaser during, or in connection with, Purchaser's ownership of the Property. The terms, requirements and conditions of this Paragraph 10 shall survive the closing, and the Authority's rights to repurchase the Property under this Paragraph 10 shall be set forth in the deed from the Authority to Purchaser.

11. OBLIGATION FOR ESTATE PLANNING. As a condition of closing and prior to closing, Purchaser shall provide to the Authority an affidavit certifying the existence of a will or trust listing the Property.

12. INDEMNITY. Purchaser shall indemnify and hold the Authority harmless from all liabilities and claims for damages and/or suits for or by reason of or arising from or in connection with the Project, including, but not limited to (i) any injury or injuries to any person or persons or property of any kind whatsoever, including Purchaser, its agents or employees or third persons,

from any cause or causes whatsoever, (ii) the Authority's execution of this Agreement, including the Authority's sale of the Property to Purchaser, or (iii) liabilities or claims occasioned by any activity carried on by Purchaser in connection with the BRT Project or this Agreement, and Purchaser hereby covenants and agrees to indemnify and save the Authority harmless from all liabilities, charges, expenses (including attorneys' fees) and costs on account of or by reason of any such injuries, liabilities, claims, suits or losses however occurring or damages growing out of same.

13. DEFAULT. If Purchaser fails to perform any condition or term of covenant of this Agreement, the Earnest Money shall be forfeited to the Authority, and the Authority may elect to terminate this Agreement or enforce the same in accordance with any existing statutory or common law rights or remedies in equity or law, including specific performance. If the Authority fails to perform any condition or term of covenant of this Agreement, the Earnest Money shall be returned to Purchaser, and Purchaser agrees that the return of the Earnest Money shall be its sole remedy, whereupon this Agreement shall be terminated and canceled and the Authority shall be released from any and all liability or obligation to Purchaser in connection with this Agreement.

14. EXTENSIONS. If Purchaser determines that it cannot completely perform all of Purchaser's obligations within the time frame specified in this Agreement, Purchaser may request an extension in writing from the Authority. Extensions may be granted at the sole discretion of the Authority.

15. PURCHASER'S REPRESENTATIONS. Purchaser hereby represents that:

- a. Purchaser has not failed to perform in prior transactions with the Authority;
- b. Purchaser has not owned properties that became delinquent in ad valorem tax payments and remained delinquent in ad valorem tax payments during their ownership;
- c. Purchaser has not been barred from transactions with local government entities;
- d. Purchaser has sufficient experience and capacity to perform property maintenance;
- e. Purchaser does not own properties that have any unremediated citation for violation of state and local codes and ordinances;
- f. Neither Purchaser nor any or family members of Purchaser have used the Property as his or her personal residence (except as a tenant) at any time during the twelve (12) months

immediately preceding date of this Agreement.

- g. Neither Purchaser nor any or family members of Purchaser owned the Property during a period of time when the Property became delinquent in ad valorem tax payments.
- h. Purchaser has the full right, capacity, power and authority to enter into, and stands ready to perform, this Agreement and the transactions contemplated hereby.

16. REAL ESTATE COMMISSION. Purchaser represents that no real estate commission or brokerage fee shall be due or paid as a result of the sale of the Property, and shall indemnify and hold the Authority harmless from and against any and all claims, liabilities, suits, damages, causes of action, judgments, verdicts, expenses or costs arising from any claim against the Authority by any broker, agent, salesman, or representative for any fees or commissions claimed by or through Purchaser.

17. GOVERNING LAW. This Agreement shall be governed by and performed in accordance with the laws of the State of Alabama.

18. NOTICES. All notices that may at any time be required to be given hereunder shall be deemed to have been properly given if sent by registered or certified mail, postage prepaid, or by personal delivery, and addressed, if sent to Purchaser, as follows:

City of Birmingham _____
710 20th Street North
Law Department, City Hall _____
Birmingham, Alabama 35203
Attention: Law Department

or, to the Authority as follows:

Birmingham Land Bank Authority
710 North 20th Street
10th Floor - City Hall
Birmingham, Alabama 35203
Attn: Eric Fancher

with copy to:

City of Birmingham Law Department
Room 600, City Hall
710 North 20th Street
Birmingham, Alabama 35203

Attention: James C. Stanley

19. **CAPTIONS.** The captions of paragraphs in this Agreement are used for convenience only and they in no way define, limit or prescribe the scope or intent of this Agreement or any provisions hereof.

20. **BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Authority and Purchaser, respectively.

21. **ASSIGNMENT.** This Agreement shall not be assigned or transferred in any way by Purchaser unless the Authority expressly consents to such assignment or transfer in writing.

22. **RELATIONSHIP; NO THIRD-PARTY BENEFICIARY.** The Authority and Purchaser agree that nothing contained in this Agreement nor any act of Purchaser or of the Authority shall be deemed or construed by either of the parties hereto or by third persons to create any relationship of principal and agent, or of a limited or a general partnership, or of a joint venture, or of any association or relationship between the Authority and Purchaser other than as set forth herein. Neither the Authority nor Purchaser shall have the right to make any representations for or on behalf of the other. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third-party beneficiary or otherwise.

23. **TIME OF ESSENCE.** Time is expressly declared to be of the essence in the performance of this Agreement.

24. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement constitutes the entire agreement and understanding between the Authority and Purchaser with respect to the Property and all understandings and agreements heretofore existing are superseded by this Agreement. There are no oral agreements, warranties or representations collateral to or affecting the Property except as may be expressly set forth in this Agreement. No change or alteration to this Agreement shall be binding upon the Authority or Purchaser unless it is in writing and is signed by both the Authority and Purchaser.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereof have caused this Agreement to be executed and sealed, in duplicate originals, by their duly authorized officers as of the day and year first above written.

ATTEST:

BIRMINGHAM LAND BANK AUTHORITY

By: _____
Secretary

By: _____
Chair

PURCHASER

CITY OF BIRMINGHAM

ATTEST:

By: _____
Randall L. Woodfin, Mayor

Lee Frazier, City Clerk

Approved as to Form:

Assistant City Attorney/ Date

Exhibit A

Tax parcel identification number: 29-00-04-2-039-012.000

Name of the owner who last assessed the property for taxes:
Robert Lee Mitchell and Rosalyn W. Mitchell and Birmingham Land Bank Authority

Year of the tax sale: 2014

Legal Description: Lots 5 and 6, Block 2, according to the Map of Compton, as recorded in Map Book 1, Page 83, in the Probate Office of Jefferson County, Alabama.

Address:
1400 Lomb Avenue SW
Birmingham, Alabama 35208

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

PROPERTY ACQUISITION AND TRANSFER AGREEMENT

THIS PROPERTY ACQUISITION AND TRANSFER AGREEMENT (the “Agreement”) is made this ____ day of May, 2020, by and between the **BIRMINGHAM LAND BANK AUTHORITY**, a public corporation under the laws of the State of Alabama (the “Authority”) and the **CITY OF BIRMINGHAM**, a municipal corporation, (“Purchaser”):

W I T N E S S E T H:

WHEREAS, the Birmingham Land Bank Authority (the “Authority”) is a local land bank authority created and organized by the City pursuant to Act. No. 2013-249 of the Alabama Legislature (the “Act”) (Code of Alabama (1975) § 24-9-1 et seq.) and Resolution No. 928-14 of the Birmingham City Council to acquire tax delinquent properties in the City of Birmingham in order to foster the public purpose of rehabilitating land which is in a nonrevenue-generating, nontax-producing status to an effective utilization status in order to provide housing, new industry,

new commercial and economic development, other productive uses, jobs for the citizens, and to assemble parcels of real property for redevelopment, stabilize property values, and remove blight; and

WHEREAS, the Authority adopted the following as its Mission Statement (“Mission”): The mission of the Birmingham Land Bank Authority is to serve the citizens of Birmingham by working collaboratively and transparently with community stakeholders and the City of Birmingham to steward vacant, abandoned, and tax delinquent properties and dispose of them to the best use as defined by the needs of the community to reduce community blight, stabilize neighborhoods, facilitate community, civic, and commercial redevelopment, and to increase community and overall City of Birmingham property values while returning such properties back to the tax rolls; and

WHEREAS, the Act permits the Birmingham Land Bank Authority to clear title to such properties as part of the process in acquiring tax-delinquent properties; and

WHEREAS, Purchaser has requested and the Authority agrees that the Authority will (i) acquire a tax deed to certain property as described on the attached **Exhibit A** (“Property”), (ii) clear title to the Property by filing a quiet title action, and (iii) transfer title to the Property to the Purchaser following the conclusion of such quiet title action, all as provided in this Agreement; and

WHEREAS, Purchaser has provided a proposal for the BRT Project, which proposal is attached hereto as **Exhibit B** (“BRT Project”); and

WHEREAS, the Authority has determined that Purchaser’s proposal for the BRT property as set forth in the BRT Project is consistent with the Authority’s Mission.

NOW, THEREFORE, in consideration of all the covenants, terms and conditions herein contained, the Authority and Purchaser hereby agree as follows:

1. PROPERTY. (a) In consideration of Purchaser’s agreement to pay the Purchase Price for the Property, as set forth in Section 2 below, and to maintain and/or develop the Property in accordance with the BRT Project, the Authority agrees to obtain a tax deed to the Property, following which the Authority will file a lawsuit in the Circuit Court for Jefferson County, Alabama, to quiet title to the Property and, following completion of the quiet title lawsuit, to sell the Property to Purchaser under the terms and conditions set forth in this Agreement. The Property

shall be sold by the Authority to Purchaser on an “**AS IS, WHERE IS**” basis on the closing date, without any warranty or representation by the Authority concerning the condition of the Property, the suitability of the Property for any and all development activities and uses which Purchaser may conduct thereon, or any other matter with respect to the Property except as expressly set forth herein.

(b) Purchaser acknowledges that the prior owner(s) and other parties having an interest in the Property may have a right to redeem the Property from its tax delinquent status prior to completion of the quiet title action. In the event that the Property is redeemed, the Authority will notify Purchaser and will refund the Earnest Money to Purchaser, without interest, which Earnest Money Purchaser shall accept in full satisfaction of any and all claims under or related to this Agreement, whereupon this Agreement shall be terminated and canceled and the Authority shall be released from any and all liability or obligation to Purchaser in connection with this Agreement.

2A. PURCHASE PRICE. The purchase price for the Property shall be Five Thousand Five Hundred and No/100 Dollars (\$5,500.00), which is equal to the sum of estimated costs (“Project Cost”) to clear the title to the Property. The purchase price shall be payable as follows: Purchaser shall deposit with the Authority as earnest money the sum of Five Hundred and No/100 Dollars (\$500.00) (the “Earnest Money”) upon the execution of this Agreement. The Earnest Money will be applied to the purchase price at closing, and the balance of the purchase price shall be payable in cash or other immediately available funds at the closing. Purchaser agrees to assume all other costs associated with the conveyance of the Property as outlined in this Agreement.

2B. INCREASED PURCHASE PRICE. In the event the Project Cost is estimated by the Authority to exceed Five Thousand Five Hundred and No/100 Dollars, Purchaser will be given the option pay the estimated additional project Costs and the parties will amend the Agreement to include a new purchase price set equal to the revised estimate of the Project Costs. If the Authority, during the quiet title action process, determines it will be impossible to complete the quiet title action for any reason other than Purchaser’s default under this Agreement, including, but not limited to, the redemption of the Property, the Earnest Money shall be returned to Purchaser without interest, and Purchaser agrees that the return of the Earnest Money shall be its sole remedy, whereupon this Agreement shall be terminated and canceled and the Authority shall be released from any and all liability or obligation to Purchaser in connection with this Agreement.

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As the Authority is exempt from ad valorem taxes, taxes and assessments will not be prorated at closing. Possession of the Property shall be given to Purchaser at closing.

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free and harmless for any loss, damage, claim, suits or expenses resulting from any such activities. The foregoing indemnification and agreement to hold the Authority harmless shall survive the closing or the earlier termination of this Agreement as expressly provided herein. In the event Purchaser objects to any matter disclosed in connection with such activities, Purchaser may elect to terminate this Agreement prior to the end of the Inspection Period by giving notice to the Authority, whereupon the Authority shall refund the Earnest Money to Purchaser without interest, which Earnest Money Purchaser shall accept in full satisfaction of any and all claims under or related to this Agreement.

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does not include permanent improvements, implementation of the BRT Project must begin within a reasonable practicable period of time, including any maintenance or development of fences or gardens. Implementation of the BRT Project, if it includes permanent improvements, shall be completed within twenty-four (24) months from the date construction is deemed to commence (the "Construction Deadline"), provided that such Construction Deadline may be extended for delays due to strikes, acts of God, enemy or terrorist action, civil commotion, fire, or other casualty.

In the event Purchaser fails to commence implementation of the BRT Project within three (3) months of the date of closing, the Authority may, at its option, repurchase the Property and Purchaser shall re-convey and sell the Property to the Authority for the same price as paid by Purchaser under this Agreement. If Purchaser has commenced construction within such three (3) month period but does not complete the construction on or before the Construction Deadline, the parties shall have an additional thirty (30) days (the "Extension Period") within which either Purchaser shall complete construction or the parties shall agree to a new construction deadline. In the event Purchaser does not complete construction or the parties do not agree to a new construction deadline within such Extension Period, the Authority shall have the option to repurchase the Property for the same price as paid by Purchaser under this Agreement.

In the event the Authority exercises its option to repurchase the Property under this Paragraph 10, Purchaser shall re-convey the Property to the Authority free and clear of all mortgages, liens of any kind, encumbrances, leases, tenancies, security interests, covenants, conditions, restrictions, rights-of-way, easements, judgments or other matters affecting title except for such exceptions to title existing at the time the Property was conveyed to Purchaser by the Authority or such other title matters to which the Authority does not object. Prior to any such repurchase, the Authority shall have a reasonable period of time to examine, inspect and investigate the Property to determine, in the Authority's sole discretion, whether the Property is acceptable to the Authority for repurchase. In the event the Authority elects to repurchase the Property, Purchaser shall indemnify and hold the Authority harmless from and against any and all claims, liens and liabilities asserted against the Authority or the Property as a result of any act or omission by Purchaser during, or in connection with, Purchaser's ownership of the Property. The terms, requirements and conditions of this Paragraph 10 shall survive the closing, and the Authority's

rights to repurchase the Property under this Paragraph 10 shall be set forth in the deed from the Authority to Purchaser.

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Authority;

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- f. Neither Purchaser nor any or family members of Purchaser have used the Property as his or her personal residence (except as a tenant) at any time during the twelve (12) months immediately preceding date of this Agreement.
- g. Neither Purchaser nor any or family members of Purchaser owned the Property during a period of time when the Property became delinquent in ad valorem tax payments.
- h. Purchaser has the full right, capacity, power and authority to enter into, and stands ready to perform, this Agreement and the transactions contemplated hereby.

16. REAL ESTATE COMMISSION. Purchaser represents that no real estate commission or brokerage fee shall be due or paid as a result of the sale of the Property, and shall indemnify and hold the Authority harmless from and against any and all claims, liabilities, suits, damages, causes of action, judgments, verdicts, expenses or costs arising from any claim against the Authority by any broker, agent, salesman, or representative for any fees or commissions claimed by or through Purchaser.

17. GOVERNING LAW. This Agreement shall be governed by and performed in accordance with the laws of the State of Alabama.

18. NOTICES. All notices that may at any time be required to be given hereunder shall be deemed to have been properly given if sent by registered or certified mail, postage prepaid, or by personal delivery, and addressed, if sent to Purchaser, as follows:

City of Birmingham
710 20th Street North
Law Department, City Hall
Birmingham, Alabama 35203
Attention: Law Department

or, to the Authority as follows:

Birmingham Land Bank Authority
710 North 20th Street
10th Floor - City Hall
Birmingham, Alabama 35203
Attn: Eric Fancher

with copy to:

City of Birmingham Law Department
Room 600, City Hall
710 North 20th Street
Birmingham, Alabama 35203
Attention: James C. Stanley

19. **CAPTIONS.** The captions of paragraphs in this Agreement are used for convenience only and they in no way define, limit or prescribe the scope or intent of this Agreement or any provisions hereof.

20. **BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Authority and Purchaser, respectively.

21. **ASSIGNMENT.** This Agreement shall not be assigned or transferred in any way by Purchaser unless the Authority expressly consents to such assignment or transfer in writing.

22. **RELATIONSHIP; NO THIRD-PARTY BENEFICIARY.** The Authority and Purchaser agree that nothing contained in this Agreement nor any act of Purchaser or of the Authority shall be deemed or construed by either of the parties hereto or by third persons to create any relationship of principal and agent, or of a limited or a general partnership, or of a joint venture, or of any association or relationship between the Authority and Purchaser other than as set forth herein. Neither the Authority nor Purchaser shall have the right to make any representations for or on behalf of the other. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third-party beneficiary or otherwise.

23. **TIME OF ESSENCE.** Time is expressly declared to be of the essence in the performance of this Agreement.

24. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement constitutes the entire agreement and understanding between the Authority and Purchaser with respect to the Property

and all understandings and agreements heretofore existing are superseded by this Agreement. There are no oral agreements, warranties or representations collateral to or affecting the Property except as may be expressly set forth in this Agreement. No change or alteration to this Agreement shall be binding upon the Authority or Purchaser unless it is in writing and is signed by both the Authority and Purchaser.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereof have caused this Agreement to be executed and sealed, in duplicate originals, by their duly authorized officers as of the day and year first above written.

ATTEST:

BIRMINGHAM LAND BANK AUTHORITY

By: _____
Secretary

By: _____
Chair

PURCHASER

CITY OF BIRMINGHAM

ATTEST:

By: _____
Randall L. Woodfin, Mayor

Lee Frazier, City Clerk

Approved as to Form:

Assistant City Attorney/ Date

Exhibit A

Tax parcel identification number: 29-00-04-2-047-002.000

Name of the owner who last assessed the property for taxes:
The Art of Words

Year of the tax sale: _____

Legal Description:

Parts of Lots 4, 5, and 6, in Block 20, according to the Plan and Survey of Compton Rising, as recorded in Map Book 1, Page 83, in the Office of the Judge of Probate of Jefferson County, Alabama; said parts of lots being more particularly described as follows:

Beginning at the northeast corner of said Lot 6; thence south and parallel to Lancaster Avenue 49.82 feet to the northern line of the right of way of the Atlanta, Birmingham and Atlantic Railroad Co.; thence in a southwesterly direction along the northern line of said right of way 166.35 feet to the western line of said Lot 4; thence north along the west line of said Lot 4 121.67 feet to Lomb Street; thence east along the south line of Lomb Street 150 feet to the point of beginning. Said property being all of Lots 4,5, and 6, in Block 20 lying north of the right of way of the Atlanta, Birmingham and Atlantic Railroad Company.

Address:
1320 Lomb Avenue SW
Birmingham, Alabama 35208

RESOLUTION 9.20.6
RESOLUTION AUTHORIZING THE AUTHORITY TO PURCHASE ONE YEAR
LICENSE OF ADOBE CREATIVE SUITE FOR 3 STAFF MEMBERS

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Birmingham Land Bank Authority does hereby authorize expenditures totaling \$2,325.75 for three (3) 10-month Licenses to use Adobe Creative Cloud outlined in Exhibit A.

9.20.4 Exhibit A



SALES QUOTE

PC Connection Sales Corp.
730 Milford Road
Memmick, NH 03054-4631
(603) 683-2000

Salesperson: Edward Tracey
Phone: 800-800-0014 ext. 88204
Fax: (603) 683-1698
Email: ed.tracey@connection.com

11706943.02

PLEASE REFER TO THE ABOVE QUOTE # WHEN ORDERING

Date: 8/21/2020
Valid Through: 8/31/2020

Customer Contact: ROBIN COPE
Email: robin.cope@birminghamal.gov

Phone: (205) 254-2626
Fax:

SOLD TO: AB#: 14579031 CITY OF BIRMINGHAM COMMUNITY DEVELOPMENT 710 NORTH 20TH STREET 10TH FLOOR CITY HALL BIRMINGHAM, AL 35203 (205) 254-2423	SHIP TO: AB#: 14740282 CITY OF BIRMINGHAM ROBIN COPE 712 19TH ST N BIRMINGHAM, AL 35203 (205) 254-2626
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DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	FEDERAL ID#
	Destination	Small Package Ground Service Level	.00 lbs	NET 30	02-0497006

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
10	3	37912071	65304043BC02A12	Govt. VIP Creative Cloud All Apps Teams New Multiple Platforms Level 2 10M Adobe-Vip Govt.	Adobe-Vip Govt	\$ 775.25	\$ 2,325.75
20				Anniversary date 07/18/2021		\$	-
30				BD84AC765C0F39BFD91A		\$	-
Subtotal							\$ 2,325.75
Fee							\$ 0.00
Shipping and Handling							\$ 0.00
Tax							\$ 0.00
Total							\$ 2,325.75

Important Notice - Standard Terms of Sale: Pricing valid for quantities shown until expiration date, excluding memory and hard drives. All purchases from PC Connection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Standard Terms of Sale on the Company's website - pconnection.com, or you may request a copy via fax, e-mail, or mail by calling 1-800-800-0011 or your account representative. It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement ("EULA").

RESOLUTION 9.20.7
RESOLUTION AUTHORIZING THE AUTHORITY TO PURCHASE ONE YEAR
LICENSE TO ADOBE SIGN

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Birmingham Land Bank Authority does hereby authorize expenditures of \$913.53 for the Adobe Sign for Business Enterprise License for 10 months outlined in Exhibit A.

9.20.5 Exhibit A



SALES QUOTE

PC Connection Sales Corp.
730 Milford Road
Merrimack, NH 03054-4631
(603) 683-2000

Salesperson: Edward Tracey
Phone: 800-800-0014 ext. 88204
Fax: (603) 683-1898
Email: ed.tracey@connection.com

11584040.04
PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING
Date: 8/21/2020
Valid Through: 8/31/2020

Customer Contact: ROBIN COPE
Email: robin.cope@birminghamal.gov

Phone: (205) 254-2626
Fax:

SOLD TO: AB#: 14564127 CITY OF BIRMINGHAM INFORMATION MANAGEMENT SYSTEMS 712 19TH STREET NORTH BIRMINGHAM, AL 35203	SHIP TO: AB#: 14740282 CITY OF BIRMINGHAM ROBIN COPE INFORMATION MANAGEMENT SY 712 19TH ST N BIRMINGHAM, AL 35203 (205) 254-2626
---	--

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	FEDERAL ID#
	Destination	Small Package Ground Service Level	.00 lbs	NET 30	02-0497006

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext	
10	3	38226241	65305608BC02A12	Govt. VIP Sign for Business Enterprise New Hosted Level 2 ,10 Months Adobe-Vip Govt	Adobe-Vip Govt	\$ 304.51	\$ 913.53	
20				BD84AC765C0F39BFD91A			\$ -	
30				Anniversary date 7/19/2021			\$ -	
Subtotal							\$ 913.53	
Fee							\$ 0.00	
Shipping and Handling							\$ 0.00	
Tax							\$ 0.00	
Total							\$ 913.53	

Important Notice - Standard Terms of Sale: Pricing valid for quantities shown until expiration date, excluding memory and hard drives. All purchases from PC Connection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Standard Terms of Sale on the Company's website - pconnection.com, or you may request a copy via fax, e-mail, or mail by calling 1-800-800-0011 or your account representative. It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement ("EULA").

RESOLUTION 9.20.8
RESOLUTION APPROVAL BY THE AUTHORITY OF EXPENDITURES FOR THE
PURCHASE OF TWO (2) VEHICLES THROUGH THE CITY OF BIRMINGHAM
DEPARTMENT OF EQUIPMENT MANAGEMENT

WHEREAS, the Birmingham Land Bank Authority (the “Authority”) is a local land bank authority created and organized by the City pursuant to Act. No. 2013-249 of the Alabama Legislature (the “Act”) (Code of Alabama (1975) § 24-9-1 et seq.) and Resolution No. 928-14 of the Birmingham City Council to acquire tax delinquent properties in the City of Birmingham in order to foster the public purpose of rehabilitating land which is in a nonrevenue-generating, nontax-producing status to an effective utilization status in order to provide housing, new industry, new commercial and economic development, other productive uses, jobs for the citizens, and to assemble parcels of real property for redevelopment, stabilize property values, and remove blight; and

WHEREAS, the Act requires the Authority to file quiet title actions to clear title to tax-delinquent properties in order to return them to productive use; and

WHEREAS, the Authority requires management of thousands of applications, parcels and legal actions in an electronic database; and

WHEREAS, the operations of the Authority requires a significant amount of travel before, during and after acquisition and subsequent conveyance to parcels within the corporate limits of the City of Birmingham; and

WHEREAS, the Authority has had consistent access to vehicles through the City of Birmingham until December 10, 2019, when the Authority was stripped of that access and instructed to purchase their own vehicles; and

WHEREAS, the Authority has allocated funding for the acquisition of two vehicles for the operations of the Authority in their FY2021 budget; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Birmingham Land Bank Authority authorize the expenditures of monies allocated in the Capital Outlay- Vehicle line item for the acquisition of vehicles through the City of Birmingham Department of Equipment Management not to exceed the amount Authorized in the FY21 Budget.

RESOLUTION 9.20.9
RESOLUTION AUTHORIZING THE SUBMISSION OF A MOTION FOR LEAVE TO APPEAR AS *AMICUS CURIAE* AND TO FILE AMICUS CURIAE BRIEF OUT OF TIME ON BEHALF OF THE BIRMINGHAM LAND BANK AUTHORITY IN SUPPORT OF APPELLEE’S, EQUIVEST FINANCIAL, LLC, APPLICATION FOR REHEARING IN THE ALABAMA SUPREME COURT CASE OF *STIFF V. EQUIVEST FINANCIAL, LLC*.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Birmingham Land Bank Authority hereby authorize the following:

1. The submission of a Motion for leave to appear as *Amicus Curiae* and to File *Amicus Curiae Brief Out of Time* by the Birmingham Land Bank Authority in support of Appellee, Equivest Financial, LLC’s, application for rehearing in the Alabama Supreme Court Case of *Stiff v. Equivest Financial, LLC*.
2. Authorization of other Land Bank Authorities to join the motion and brief in support.