

**Exhibit B**

**To the Property Acquisition and Transfer Agreement (“Agreement”)  
Between Purchaser (as defined below and in the Agreement)  
and the Birmingham Land Bank Authority (“BLBA”)**

**MAINTENANCE/DEVELOPMENT PLAN**

COMES NOW, Purchaser (as defined below and in the Agreement) to prescribe, to agree to perform, and to promise to complete its Maintenance/Development Plan for the Property (as defined below and in the Agreement) as set forth herein:

**PART I. Background Information.**

Purchaser’s Exact Legal Name: \_\_\_\_\_

Name of Purchaser’s Point of Contact: \_\_\_\_\_

Purchaser’s Legal Status (check one):

- Individual
- Proprietorship
- Partnership
- Corporation
- L.L.C.

Purchaser’s Identity:

If an individual, Social Security Number of Purchaser: \_\_\_\_\_

If other than an individual, charter or state ID No.: \_\_\_\_\_

If other than an individual, state of inc./organization: \_\_\_\_\_

If other than an individual, Federal Tax ID No.: \_\_\_\_\_

Purchaser’s Mailing Address: \_\_\_\_\_

Purchaser’s Physical Address: \_\_\_\_\_

Purchaser’s Telephone Number: \_\_\_\_\_

Purchaser’s Mobile (to receive texts): \_\_\_\_\_

Purchaser’s Email Address: \_\_\_\_\_

The "Property" referred to in this Maintenance/Development Plan shall include the following described real property and the personal property thereon:

Property's Street Address: \_\_\_\_\_

Property's Legal Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Property's Parcel Identification No.: \_\_\_\_\_

Purchaser's proposed use of the Property (check one):

- Owner Occupied Residential
- Rental/Lease/Lease-to-Own Residential
- Resale to an Owner-Occupant
- Move in a Family Member
- Non-Profit Use
- Owner-Run Business or Commercial
- Rental/Lease/Lease-to-Own Business or Commercial
- Industrial
- Other: \_\_\_\_\_

If a residential property and known, adults who will reside in the residence:

Name: \_\_\_\_\_ Relationship to Applicant: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship to Applicant: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship to Applicant: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship to Applicant: \_\_\_\_\_

**PART II. Project Description.**

The Purchaser agrees that the Purchaser will make certain improvements to the Property, including the following:

1. That the premises of the Property shall be maintained in accordance with all laws governing grass and weeds and remain so at all times;
2. That the Property—in its entirety, both improvements and land—shall be brought into compliance with all applicable technical, building, and safety codes adopted by the City for the

Property's intended use and occupancy no later than \_\_\_\_\_ number of days following the date of closing as contemplated by the Agreement ("the Construction Deadline") [where permanent improvements are being constructed, this number may not be greater than three hundred sixty-five (365) days following the date of closing, and where no permanent improvements are being constructed, this date may not be greater than one hundred twenty (120) days following the date of closing];

3. That the premises of the Property shall be immediately treated by a licensed pest control service for the elimination of vermin, rodents, and infestations of insects and shall be re-treated on a monthly basis until such time that Purchaser receives a Certificate of Substantial Compliance from the BLBA as contemplated by the Agreement;
4. That the improvements to the Property shall include, at a minimum, the scope of work contemplated by the attachment set forth in **Exhibit B-1** hereof, which is the Gantt chart for implementation of the improvements to the Property contemplated by this Maintenance/Development Plan;
5. That the improvements to the Property shall include, at a minimum, the scope of work contemplated by the attachments set forth in **Exhibit B-2** hereof, which is a compilation of any and all quotes, specifications, and/or engineering requirements that define the scope of the Maintenance/Development Plan; and
6. That the following described work that is not otherwise set forth in **Exhibits B-1** or **B-2** hereof shall be completed in a workmanlike manner on or before the Construction Deadline:

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(attach additional sheets if necessary).

(Items 1-6 altogether "the Timeline").

Purchaser agrees to satisfy all provisions of the Timeline on or before the Construction Deadline.

**PART III. Construction Readiness.**

If applicable, the Purchaser has attached hereto as **Exhibit B-2** hereof a quote or quotes from a contractor or contractors who is/are licensed to do business in the City of Birmingham and the State of Alabama for the scope and type of work contemplated by this Maintenance/Development Plan. Purchaser represents to BLBA that any contractor or contractors identified herein is/are ready, willing, and able to complete the work contemplated by this Maintenance Development Plan. Purchaser further represents that any contractor or contractors identified herein agree that they can complete their work in the time contemplated by the Gantt chart attached hereto as **Exhibit B-1** hereof.

Name of Contractor: \_\_\_\_\_

Name of Contractor’s Point of Contact: \_\_\_\_\_

Contractor’s Mailing Address: \_\_\_\_\_

Contractor’s Physical Address: \_\_\_\_\_

Contractor’s Telephone Number: \_\_\_\_\_

Contractor’s Mobile (to receive texts): \_\_\_\_\_

Contractor’s Email Address: \_\_\_\_\_

If more than one contractor, please provide the information requested above on additional sheets of paper for each contractor.

**PART IV. Budget and Financial Ability to Implement.**

The total budget to accomplish and implement the Maintenance/Development Plan, including regular maintenance obligations occurring before the Construction Deadline is:

\$ \_\_\_\_\_

Purchaser represents to BLBA that Purchaser presently has funding available to complete the Maintenance/Development Plan and that Purchaser is ready, willing, and able to invest the full budget amount to complete the work contemplated thereby.

As **Exhibit B-3** hereof, Purchaser has attached some form of proof of Purchaser’s present financial ability to implement the Maintenance/Development Plan and to expend the capital necessary to fully and completely implement the budget identified above. **[By way of example only, proof of Purchaser’s present financial ability could include a letter from Purchaser’s bank**

**confirming that Purchaser has sufficient funds available to satisfy the budget, evidence of access to a line of credit, or a bank statement (with all account identifying information redacted).]**

For projects with a budget in excess of \$50,000, please provide three credit references, at least one of which should be a bank reference:

1. Name of Credit Reference: \_\_\_\_\_  
Relationship to Purchaser: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_
  
2. Name of Credit Reference: \_\_\_\_\_  
Relationship to Purchaser: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_
  
3. Name of Credit Reference: \_\_\_\_\_  
Relationship to Purchaser: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

















**Exhibit B-2**  
**to the Maintenance/Development Plan**  
**Quotes, Plans & Specifications**

*Purchaser attaches under cover of this **Exhibit B-2** a compilation of any and all quotes, specifications, and/or engineering requirements that define the scope of the Maintenance/Development Plan.*

*This/these attachment(s) should include where possible a quote or quotes from a contractor or contractors who is/are licensed to do business in the City of Birmingham and the State of Alabama for the scope and type of work contemplated by this Maintenance/Development Plan.*

**Exhibit B-3**  
**to the Maintenance/Development Plan**  
**Proof of Financial Ability to Implement**

*Purchaser attaches under cover of this **Exhibit B-3** some form of proof of Purchaser's present financial ability to implement the Maintenance/Development Plan and to expend the capital necessary to fully and completely implement the budget identified in the Maintenance/Development Plan.*