



Board Meeting Minutes

DATE: November 3, 2022

BOARD ATTENDEES: Lonnie Hannon, Lyord Watson, Brad Green, Nolanda Hatcher, Jessica Bennett, Joel Gardner, Scotty Colson

STAFF ATTENDEES: Caroline W. Douglas, JoAnne Burl, Carrie Underwood, Armand Richardson, Chelsi Law

MEETING DETAILS: The Regular Meeting of the Birmingham Land Bank Authority Board of Directors occurred on Thursday, November, 2022, at 2:00 p.m. in City Hall, 3rd Floor, Mayor's conference room's D&E, 210 20th St N, Birmingham, AL 35203

ROLL CALL

APPROVAL OF JULY MINUTES

- ✓ **Motion to Approve:** Lyord Watson
- ✓ **Motion Second:** Scotty Colson
- ✓ **Call for the Vote:** Lonnie Hannon

Lonnie Hannon (Y), Lyord Watson (Y), Brad Green (Y), Nolanda Hatcher (Y), Jessica Bennett (Y), Joel Gardner (Y), Scotty Colson (Y)

Result: Motion Passed

AGENDA

10.6.22.9 Resolution Approving a Request from Julian Worley and Raven Bennett to Extend a Construction Deadline that will Expire on November 8, 2022

Presenter: Caroline Douglas Facilitator: None Discussion: Y

Discussion: Applicant provided update on status of property and search for licensed GC to complete the project and Board considered complaints from neighbors and potential approval with shorter timeline and noticeable progress.

- ✓ **Motion to Approve:** Nolanda Hatcher
- ✓ **Motion Second:** Brad Green
- ✓ **Call for the Vote:** Lonnie Hannon

Lonnie Hannon (N), Lyord Watson (N), Joel Gardner (N), Jessica Bennett (Y), Brad Green (Y), Nolanda Hatcher (Y), Scotty Colson (*Abstain*)

Result: Motion does not pass

10.6.22.10 Resolution Approving a Request from Grace Love Properties, LLC to Extend a Construction Deadline that Expired on April 10, 2022

Presenter: Caroline Douglas Facilitator: None Discussion: Y

Discussion: Applicant provided update on status of development and new plan to build single family house instead of quad-plex and has received no complaints from the neighborhood. A new development plan will be submitted for review and is subject to staff approval.

- ✓ **Motion to Approve:** Brad Green
- ✓ **Motion Second:** Scotty Colson
- ✓ **Call for the Vote:** Lonnie Hannon

Lonnie Hannon (Y), Lyord Watson (Y), Brad Green (Y), Nolanda Hatcher (Y), Jessica Bennett (Y), Joel Gardner (Y), Scotty Colson (Y)

Result: Motion Passed

11.3.22.1 Resolution Approving Applications and Authorizing Board Chair to Execute Agreements with Applicants for the Lot Lease Program

Presenter: Caroline Douglas Facilitator: None Discussion: N

- ✓ **Motion to Approve:** Lyord Watson
- ✓ **Motion Second:** Scotty Colson
- ✓ **Call for the Vote:** Lonnie Hannon

Lonnie Hannon (Y), Lyord Watson (Y), Brad Green (Y), Nolanda Hatcher (Y), Jessica Bennett (Y), Joel Gardner (Y), Scotty Colson (Y)

Result: Motion Passed

11.3.22.2 Resolution Approving Applications and Authorizing Board Chair to Execute Agreements with Applicants for the Quiet Title Program with removal of items #6614, 6615, & 6616

Presenter: Caroline Douglas Facilitator: None Discussion: Y

Discussion: Items # 6695, 6756, and 6757 were discussed.

- ✓ **Motion to Approve:** Nolanda Hatcher
- ✓ **Motion Second:** Lonnie Hannon
- ✓ **Call for the Vote:** Lonnie Hannon

Lonnie Hannon (Y), Lyord Watson (Y), Brad Green (Y), Nolanda Hatcher (Y), Jessica Bennett (Y), Joel Gardner (Y), Scotty Colson (Y)

Result: Motion Passed

11.3.22.3 Resolution Approving Applications from the Department of Community Development for a Development Project in North Birmingham and Authorizing Board Chair to Execute a Catalytic Development Property Acquisition and Transfer Agreement with the City of Birmingham for the Acquisition and Development of Twelve Properties.

Presenter: Kelvin Datcher (City of Birmingham) Facilitator: Caroline Douglas Discussion: Y

Discussion: An overview of the grant and project scope was presented and an update on the status of the HUD application was provided.

- ✓ **Motion to Approve:** Brad Green
- ✓ **Motion Second:** Nolanda Hatcher
- ✓ **Call for the Vote:** Lonnie Hannon

Lonnie Hannon (Y), Lyord Watson (Y), Brad Green (Y), Nolanda Hatcher (Y), Jessica Bennett (Y), Joel Gardner (Y), Scotty Colson (Y)

Result: Motion Passed

11.3.22.4 Resolution Authorizing a Request to the Land Commissioner for the Transfer of the State's Interest of Twenty-Eight (28) Tax Delinquent Properties Located in the Corporate Limits of the City of Birmingham to the Birmingham Land Bank Authority.

Presenter: Caroline Douglas Facilitator: None Discussion: N

- ✓ **Motion to Approve:** Lyord Watson
- ✓ **Motion Second:** Lonnie Hannon
- ✓ **Call for the Vote:** Lonnie Hannon

Lonnie Hannon (Y), Lyord Watson (Y), Brad Green (Y), Nolanda Hatcher (Y), Jessica Bennett (Y), Joel Gardner (Y), Scotty Colson (Y)

Result: Motion Passed

11.3.22.5 Resolution Approving Revisions to the Catalytic Development Property Acquisition and Transfer Agreement.

Presenter: Caroline Douglas & Jim Stanley Facilitator: None Discussion: Y

Discussion: Board considered revisions related to residential and commercial property types and discussed future changes related to fee types and compliance adherence guidelines.

- ✓ **Motion to Approve:** Nolanda Hatcher
- ✓ **Motion Second:** Scotty Colson
- ✓ **Call for the Vote:** Lonnie Hannon

Lonnie Hannon (Y), Lyord Watson (Y), Brad Green (Y), Nolanda Hatcher (Y), Jessica Bennett (Y), Joel Gardner (Y), Scotty Colson (Y)

Result: Motion Passed

11.3.22.6 Resolution Denying a Request from Tara Barber to Extend a Construction Deadline that Expired on July 24, 2021.

Presenter: Caroline Douglas Facilitator: None Discussion: Y

Discussion: Board considered applicants project update and original project timeline.

- ✓ **Motion to Approve:** Nolanda Hatcher
- ✓ **Motion Second:** Lonnie Hannon
- ✓ **Call for the Vote:** Lonnie Hannon

Lonnie Hannon (Y), Lyord Watson (Y), Brad Green (Y), Nolanda Hatcher (Y), Jessica Bennett (Y), Joel Gardner (Y), Scotty Colson (Y)

Result: Motion Passed

11.3.22.7 Resolution Approving a Request from Build Up to Extend Construction Deadlines that Expired on November 18, 2021, February 18, 2022, and June 22, 2022 has been tabled until the next regular meeting in December

Presenter: Caroline Douglas Facilitator: None Discussion: Y

Discussion: Board to consider at next regular meeting with applicant present

- ✓ **Motion to Approve:** Scotty Colson
- ✓ **Motion Second:** Nolanda Hatcher
- ✓ **Call for the Vote:** Lonnie Hannon

Lonnie Hannon (Y), Lyord Watson (Y), Brad Green (Y), Nolanda Hatcher (Y), Jessica Bennett (Y), Joel Gardner (Y), Scotty Colson (Y)

Result: Motion Passed

ADJOURNMENT: Motion to Adjourn Scotty Colson; 2nd Joel Gardner

Meeting Adjourned at 03:40 p.m.

****APPROVED RESOLUTIONS****

RESOLUTION 10.6.22.10

RESOLUTION APPROVING A REQUEST FROM GRACE LOVE PROPERTIES, LLC TO EXTEND A CONSTRUCTION DEADLINE THAT EXPIRED ON APRIL 10, 2022.

WHEREAS, the Birmingham Land Bank Authority (the “BLBA”) 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 BLBA 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, on or about February 1, 2018, the BLBA approved two (2) applications submitted by Grace Love Properties, LLC (the “Purchaser”) for the properties located at 906 6th Avenue West and 612 9th Street West, Birmingham, 35204 (the “Properties”); and

WHEREAS, the BLBA made a request to the Land Commissioner of the Alabama Department of Revenue to acquire a tax deed to the Properties and cleared title to the Properties by filing a quiet title action; and

WHEREAS, on or about February 15, 2018, the BLBA executed Property Acquisition and Transfer Agreements (the “Contracts”) with Purchaser for the sale and development of the Properties; and

WHEREAS, on or about April 10, 2020, the BLBA sold and conveyed title to the Properties to Purchaser; and

WHEREAS, as a material component of the consideration for the acquisition, clearing title and sale of the Properties, Purchaser agreed to improve, develop and renovate the Properties by building a four unit apartment building for college students, homeless veterans or medium income families; and

WHEREAS, Purchaser informed the BLBA that it has not completed the development because the property located at 612 9th Street West did not meet the frontage requirements to build so it had to combine this lot with the lot located at 906 6th Avenue West and will need additional time to secure the finances (approximately \$150,000.00) to complete the development but it has cleared trees and maintained the Properties at a cost of Six Thousand and No/100 Dollars (\$6,000.00); and

WHEREAS, Purchaser has completed the process of combining 612 9th Street West and 906 6th Avenue West (hereinafter, “the Property”), at an estimated cost of Eighteen Hundred and No/100 Dollars

(\$1,800.00) for a total investment of Seven Thousand Eight Hundred and No/100 Dollars (\$7,800.00); and

WHEREAS, Purchaser's deadline to complete the development of the Properties expired on or about April 10, 2022; and

WHEREAS, Section 10 of Purchaser's Contracts provide that the BLBA has the option to repurchase the Properties for the same price paid by Purchaser if Purchaser fails to commence implementation of the Maintenance/Development Plan within three (3) months of the date of closing; and

WHEREAS, Section 14 of Purchaser's Contracts provide that if Purchaser determines that performance cannot be completed within the time frame specified in the Agreement, Purchaser may request an extension in writing and extensions may be granted at the sole discretion of the BLBA; and

WHEREAS, Purchaser desires to extend the construction deadline prior to its expiration for an additional twelve months to complete the development of the Property.

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

1. The request to approve a twelve-month extension to the construction deadline for the combined property, now known as 906 6th Avenue West, Birmingham, 35204 is hereby approved.
2. The extended construction deadline shall expire on October 1, 2023.
3. This Resolution shall be effective immediately upon passage.

RESOLUTION 10.6.22.10

EXHIBIT A

(Extension Request & Photos)

Request for Extension Form

Email *

graceloveprop@gmail.com

Date: *

MM DD YYYY

07 / 06 / 2022

Property Address: *

906 6th ave w 35204 & 612 9th st w 35204

Owner Name: *

Grace Love Properties

Owner Address: *

1545 Lake Site Dr Birmingham, Al 35235

Phone Number: *

205-296-4574

Request for Extension: (include purchase date, construction deadline and requested extension *
up to 12 months maximum)

4/10/2020 , need 12 month extensions


Reason for Extension: (describe in detail reason for requesting the extension) *

612 9th st w doesn't have the square footage requirement to rebuild a house so we have to combine this lot with the lot 906 6th ave w. Will need more time to secure the finances needed to build.

Completed Work on the Property: (fully describe any work you have completed on the property *
and provide the dollar amount invested to date)

Trees removed and lots cleared off. \$6,000.00

Please Attach Photographs of All Completed Work. *

 8AD0F149-72E7-...

Remaining Work: (fully describe any work that has not been completed and include the *
estimated cost required to finish the work)

New construction of a quad apartment building. 150,000

Please Attach Photographs of All Remaining Work. *



Compliance (state whether you have responded to the Birmingham Land Bank Authority's request for a development update. If you have not responded or did not receive the Land Bank's mailing, provide your current mailing address) *

1545 Lake Site Dr. Birmingham Al 35235

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RESOLUTION 11.3.22.1

RESOLUTION APPROVING APPLICATIONS AND AUTHORIZING BOARD CHAIR TO EXECUTE AGREEMENTS WITH APPLICANTS FOR THE LOT LEASE PROGRAM.

WHEREAS, the Birmingham Land Bank Authority (the “BLBA”) 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 BLBA 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 applicant has supplied information proving that they are an owner occupant adjacent to or in the same neighborhood where the property identified in the application is located; and

WHEREAS, the BLBA will make a request to the Land Commissioner of the Alabama Department of Revenue to acquire a tax deed to certain property identified in the application and, upon receipt of said tax deed, grant the applicant a lease agreement which is provided in the standard program agreement; and

WHEREAS, the lease agreement will provide applicant with a two-year term to maintain and utilize property; and

WHEREAS, at the end of the lease agreement term or at any time prior thereto, the applicant will have the option to participate in the Quiet Title Program to obtain fee simple ownership.

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

1. The Board Chair or Vice Chair is authorized to execute a Lot Lease Program Agreement with the applicants listed in Exhibit A upon receipt of all information required to populate contractual documents.
2. This Resolution shall be effective immediately upon passage.

RESOLUTION

11.3.22.1

Exhibit A

App #	Parcel	Address	Applicant Name	Neighborhood	Plans
6661	01230022301700200	6805 6 th Ave S	Paul Thibodeaux	Oak Ridge	Garden
6673	01230015202300600	569 65 th Pl N	Alice Brown	Wahouma	Extend Yard
6735	01230020101201000	4517 13 th Ave N	Estella Snow	Kingston	Extend Yard
6736	01220026202800800	1608 4 th St N	Lauren Christion	Enon Ridge	Extend Yard

RESOLUTION 11.3.22.2

RESOLUTION APPROVING APPLICATIONS AND AUTHORIZING BOARD CHAIR TO EXECUTE AGREEMENTS WITH APPLICANTS FOR THE QUIET TITLE PROGRAM.

WHEREAS, the Birmingham Land Bank Authority (the “BLBA”) 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 BLBA 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, the BLBA will (i) make a request to the Land Commissioner of the Alabama Department of Revenue to acquire a tax deed to certain property identified in the application, (ii) clear title to the Property by filing a quiet title action, and (iii) transfer title to the Property to Purchaser, all as provided in the standard program agreement; and

WHEREAS, Purchaser has provided a proposal for the maintenance and/or development of the Property; and

WHEREAS, the BLBA has determined that Purchaser’s proposal for the maintenance and/or development of the Property as set forth in the Maintenance/Development Plan is consistent with the BLBA’s Mission; and

WHEREAS, as a material component of the consideration for the acquisition, clearing title and sale of the Property, Purchaser has agreed to improve, develop and use the Property in the manner specified in the Maintenance/Development Plan.

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

1. The Board Chair or Vice Chair is authorized to execute a Property Transfer Agreement with the applicants listed in Exhibit A upon receipt of all information required to populate contractual documents.
2. This Resolution shall be effective immediately upon passage.

RESOLUTION 11.3.22.2**Exhibit A**

App #	Parcel	Address	Applicant Name	Neighborhood	Plans
6513	01290071026001000	1853 47 th St	Malika Moore	Central Park	Maintain lot
*6614	01230019401601000	728 39 th St N	CDSS & Associates LLC	East Birmingham	Renovate or build home to sell
*6615	01230019401601100	730 39 th St N	CDSS & Associates LLC	East Birmingham	Renovate or build home to sell
*6616	0123001940160120	732 39 th St N	CDSS & Associates LLC	East Birmingham	Renovate or build home to sell
6665	0130002100700600	4721 6 th Ave	143 Homes, LLC	Wylam	Renovate or build home to sell
6672	012300222033010	332 63 rd St S	Effinger Law, LLC	South Woodlawn	Renovate or build home to sell
6675	0122002710320210	30 12 th Ave N	Walter Burnes	East Thomas	Renovate or build home to sell
6676	0129000820120090	4735 Terrace S	Joshua Diggins	Central Park	Build and occupy home
6698	230015303000500	6608 Division Ave	Eastlake Initiative	Eastlake	Renovate or build home to sell
6720	012200201001033	833 Spring St	LaTasha Ivy	Smithfield Estates	Cut and maintain property
6738	0123002220320030	2020 48 th St	Rashard Taylor	Five Points West	Build and occupy
6740	0122003340090070	1220 Graymont Ave	Donald Holt	Bush Hills	Renovate or build home to sell

6741	0129000510230080	2921 Avenue Z	Donald Holt	Fairview	Build and occupy home
6745	6830025400901200	912 Burwell St	Richard Toney	East Brownville	Build and occupy home
6746	0129000930090020	1709 Jefferson Ave	Patrick French Sr	West End	Extend my existing property
6748	0123001140080110	517 83 rd Pl S	Ishakon Properties	South East Lake	Renovate or build home to sell
6752	012900061026011	2619 Court R	AMI Group Inc.	Ensley Highlands	Parking for church
6753	012900061026010000	2617 Court R	AMI Group Inc.	Ensley Highlands	Parking for church
6695	012200343019006000	721 6 th Ave W	Sybil Lewis	Graymont	Renovate or build home to sell
6756	0123001440130200	7340 Queenstown Ave	Sybil Lewis	South Eastlake	Renovate or build home to sell
6757	0123001440130190	7336 Queenstown Ave	Sybil Lewis	South Eastlake	Renovate or build home to sell
6761	0130000110030020	123 26 th St	Pleasant Hill Missionary Baptist Church	Ensley	Renovate or build home to sell
6793	0123002110060110	208 59 TH ST N	Avondale Turn, LLC	Avondale	Extend Yard
6794	0123002110060120	212 59 th St N	Avondale Turn, LLC	Avondale	Extend Yard

*** Tabled from October 6, 2022 Board Meeting**

RESOLUTION 11.3.22.3

RESOLUTION APPROVING APPLICATIONS FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT FOR A PROJECT IN NORTH BIRMINGHAM AND AUTHORIZING BOARD CHAIR TO EXECUTE A CATALYTIC DEVELOPMENT PROPERTY ACQUISITION AND TRANSFER AGREEMENT WITH THE CITY OF BIRMINGHAM FOR THE ACQUISITION AND DEVELOPMENT OF TWELVE PROPERTIES

WHEREAS, the Birmingham Land Bank Authority (the "BLBA") 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., as amended) 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 BLBA adopted the following as its Mission Statement (the "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 authorizes the Birmingham Land Bank Authority to acquire tax deeds and clear title to tax-delinquent properties for the purposes set forth above; and

WHEREAS, the City of Birmingham's Department of Community Development (the "Purchaser" or "City") has proposed to undertake a catalytic development project (the "Project") near the North Birmingham Elementary school; and

WHEREAS, the Birmingham Board of Education has approved the sale of the North Birmingham Elementary School, which sits on the main corridor from suburban communities to downtown Birmingham, to the City; and

WHEREAS, the purchase of the North Birmingham Elementary School and other nearby properties will jumpstart investment and economic activity in the North Birmingham neighborhood; and

WHEREAS, the City will work to identify a partner to lead the Project, which will include renovating the North Birmingham Elementary School and developing housing on certain tax delinquent parcels identified on the attached Exhibit A; and

WHEREAS, the BLBA supports the Project and, in furtherance thereof, will agree to: (i) make a request to the Land Commissioner of the Alabama Department of Revenue to acquire tax deeds to the Development Properties and the Option Properties, (ii) clear title to the Development Properties by filing a quiet title action, and (iii) transfer title to the Development Properties to Purchaser, all as provided in a Catalytic Development, Property Acquisition and Transfer Agreement; and

WHEREAS, the BLBA has determined that Purchaser's proposed Project for the development of the properties as set forth in the Catalytic Development, Property Acquisition and Transfer Agreement is consistent with the BLBA's Mission and the BLBA's Administrative Policies and Procedures.

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

1. The Board Chair or Vice Chair is authorized to execute a Catalytic Development, Property Acquisition and Transfer Agreement with Greater Birmingham Habitat for Humanity under which the BLBA will agree to: (i) make a request to the Land Commissioner of the Alabama Department of Revenue to acquire tax deeds to the Development Properties and the Option Properties, (ii) clear title to the Development Properties by filing a quiet title action, (iii) transfer title to the Development Properties to Purchaser for a purchase price \$5,000 plus closing costs and Jefferson County sewer liens, if any, and the City of Birmingham Department of Community Development will develop housing on such properties under the terms and conditions of such Agreement.
2. This Resolution shall be effective immediately upon passage.

RESOLUTION 11.3.22.3**Exhibit A**

App #	Parcel	Address	Applicant Name	Neighborhood	Plans
6705	012200141017002	3621 26 th St N	City of Birmingham Community Development	North Birmingham	Redevelopment
6706	012200141017004	3609 26 th St N	City of Birmingham Community Development	North Birmingham	Redevelopment
6707	012200141019003	3615 26 th St N	City of Birmingham Community Development	North Birmingham	Redevelopment
6708	012200141017005	3603 26 th St N	City of Birmingham Community Development	North Birmingham	Redevelopment
6709	012200141017009	3532 27 th St N	City of Birmingham Community Development	North Birmingham	Redevelopment
6711	012200141016006	3521 27 th St N	City of Birmingham Community Development	North Birmingham	Redevelopment
6712	012200141016007	3517 27 th St N	City of Birmingham Community Development	North Birmingham	Redevelopment
6713	012200144019005	2709 34 th Ave N	City of Birmingham Community Development	North Birmingham	Redevelopment

6714	012200144019004	2713 34 th Ave N	City of Birmingham Community Development	North Birmingham	Redevelopment
6715	012200144009004	2809 34 th Ave N	City of Birmingham Community Development	North Birmingham	Redevelopment
6716	012200144007003	2813 34 th Ave N	City of Birmingham Community Development	North Birmingham	Redevelopment

RESOLUTION 11.3.22.4

RESOLUTION AUTHORIZING A REQUEST TO THE LAND COMMISSIONER FOR THE TRANSFER OF THE STATE'S INTEREST OF THIRTY 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 three years; and

WHEREAS, upon receipt of such written request, the Land Commissioner will issue tax deeds conveying the state's interest to the Birmingham 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 twenty-eight eligible tax delinquent properties located within the corporate limits of the City of Birmingham for 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 the 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 twenty-eight tax deeds for properties listed in Exhibit A to the Birmingham Land Bank Authority at no cost.
2. The Board Chair or Vice Chair 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.

RESOLUTION 11.3.22.4

Exhibit A

1. Tax parcel identification number: 0123002230170020000000
Name of the owner who last assessed the property for taxes: CSC CUSTODIAN FOR STRATEGIC
Year of the tax sale: 2008
Legal Description: LOT 12 BLK 1 DROMGOOLES SUR
CS Number: 01080870
Address: 6805 6th Ave S (**Lot Lease**)
2. Tax parcel identification number: 0123001520230060000000
Name of the owner who last assessed the property for taxes: WILLIAMS LOVELL
Year of the tax sale: 2008
Legal Description: LOT 9 BLK 1 WAHOUMA PARK
CS Number: 01083266
Address: 569 65th Pl N (**Lot Lease**)
3. Tax parcel identification number: 0123002010120100000000
Name of the owner who last assessed the property for taxes: CSC CUSTODIAN FOR STRATEGIC
Year of the tax sale: 2008
Legal Description: LOT BLK 2 MEADOWLAWN
CS Number: 01080867
Address: 4517 13th Ave N (**Lot Lease**)
4. Tax parcel identification number: 0122002620280080000000
Name of the owner who last assessed the property for taxes: NELSON ANGELA
Year of the tax sale: 2011
Legal Description: LOTS 4 + 5 BLK 4 TARRANT & MCMILLAN ADD TO BHAM
CS Number: 01113720
Address: 1608 4th St N (**Lot Lease**)
5. Tax parcel identification number: 012300194016010000
Name of the owner who last assessed the property for taxes: HOWARD ROBERT EARL
Year of the tax sale: 2015

Legal Description: LOT 3 BLK 3 EAST BHAM

CS Number: 01153218

Address: 728 39th St N (**Quiet Title**)

6. Tax parcel identification number: 012300194016011000

Name of the owner who last assessed the property for taxes: BARNETT JAMES L

Year of the tax sale: 1988

Legal Description: LOT 4 BLK 3 EAST BHAM

CS Number: 01880157

Address: 730 39th St N (**Quiet Title**)

7. Tax parcel identification number: 0123001940160120000000

Name of the owner who last assessed the property for taxes: HARRIS CLARENCE & JEANETTE

Year of the tax sale: 2002

Legal Description: LOT 5 BLK 3 EAST BHAM

CS Number: 01021447

Address: 732 39th St N (**Quiet Title**)

8. Tax parcel identification number: 0130000210070060000000

Name of the owner who last assessed the property for taxes: EASON MILTON L III

Year of the tax sale: 2011

Legal Description: LOT 6 BLK 4 RESUR OF ADLER - WEAVER

CS Number: 0111427

Address: 4721 6th Ave (**Quiet Title**)

9. Tax parcel identification number: 0123002220330100000000

Name of the owner who last assessed the property for taxes: THEDFORD RAYLENE W

Year of the tax sale: 1999

Legal Description: LOT 10 GRAHLS ADD TO WOODLAWN WOODLAWN

CS Number: 01993486

Address: 332 63rd St S (**Quiet Title**)

10. Tax parcel identification number: 0122002740320210000000

Name of the owner who last assessed the property for taxes: MATTHEWS GLORIA AGENT FOR THE
& HAIRS OF OLIVA DURR

Year of the tax sale: 2012

Legal Description: LOT 16 NLK 27 MAP OF SMITHFIELD (NORTH)

CS Number: 01123897

Address: 30 12th Ave N (**Quiet Title**)

11. Tax parcel identification number: 0122003430190060000000

Name of the owner who last assessed the property for taxes: VIKING INVESTMENTS LLC

Year of the tax sale: 2008

Legal Description: LOT 6 BLK 12 R W OWENS ADD TO BHAM

CS Number: 01084098

Address: 721 6th Ave W (**Quiet Title**)

12. Tax parcel identification number: 012900093009002000

Name of the owner who last assessed the property for taxes: BANDY THOMAS L & SANDRA T

Year of the tax sale: 2018

Legal Description: LOT 10 BLK 3 BEVERELY PLACE

CS Number: 01182257

Address: 1709 Jefferson Ave (**Quiet Title**)

13. Tax parcel identification number: 0123001140080110000000

Name of the owner who last assessed the property for taxes: US BANK NA

Year of the tax sale: 2011

Legal Description: LOT 5 EXC SE 6 FT BLK 56 SOUTH HGLDS OF EAST LAKE

CS Number: 01111482

Address: 517 83rd Pl S (**Quiet Title**)

14. Tax parcel identification number: 0129000610260110000000

Name of the owner who last assessed the property for taxes: KEITH JUSTIN S

Year of the tax sale: 2009

Legal Description: LOT 10 BLK 60 ENSLEY HGLDS

CS Number: 01092381

Address: 2619 Court R (**Quiet Title**)

15. Tax parcel identification number: 0123001440130190000000

Name of the owner who last assessed the property for taxes: TARVER ROOSEVELT J & BOBBIE W

Year of the tax sale: 2012

Legal Description: LOT 10 BLK 102 CENTRAL HGLDS ADD

CS Number: 01125874

Address: 7336 Queenstown Ave (**Quiet Title**)

16. Tax parcel identification number: 0122001410170020000000

Name of the owner who last assessed the property for taxes: MULKIN JAMES E & JANE W

Year of the tax sale: 1997

Legal Description: P O B 50 FT SE OF SW INTER 37TH AVE N & ALLEY

CS Number: 01970858

Address: 3621 26th St N (**Strategic Acquisition**)

17. Tax parcel identification number: 0122001410170040000000

Name of the owner who last assessed the property for taxes: JONES LOUIS N

Year of the tax sale: 2002

Legal Description: P O B 150 FT SE OF SW INTER 37TH AVE N & ALLEY TH

CS Number: 01021923

Address: 3609 26th St N (**Strategic Acquisition**)

18. Tax parcel identification number: 0122001410170030000000

Name of the owner who last assessed the property for taxes: AUSTIN JACK N

Year of the tax sale: 1997

Legal Description: P O B 100 FT SE OF SW INTER 37TH AVE N & ALLEY

CS Number: 01970859

Address: 3615 26th St N (**Strategic Acquisition**)

19. Tax parcel identification number: 0122001410170050000000

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

Year of the tax sale: 2002

Legal Description: P O B 205 FT SE OF SW INTER 37TH AVE N & ALLEY TH

CS Number: 01022718

Address: 3603 26th St N (**Strategic Acquisition**)

20. Tax parcel identification number: 0122001410170090000000

Name of the owner who last assessed the property for taxes: FREEMAN SUSAN DARLENE

Year of the tax sale: 2010

Legal Description: TH SE 50 FT OF NW 150 FT OF E1/2 BLOCK 63 PARK PLA

CS Number: 01102261

Address: 3532 27th St N (**Strategic Acquisition**)

21. Tax parcel identification number: 01220014401900500000000

Name of the owner who last assessed the property for taxes: SELLERS HENRY JR & IDA E

Year of the tax sale: 2002

Legal Description: LOTS 7 THRU 10 BLK 122 NO BHAM 1/111

CS Number: 01022987

Address: 2709 34th Ave N (**Strategic Acquisition**)

22. Tax parcel identification number: 01220014401900400000000

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

Year of the tax sale: 2012

Legal Description: LOT 6 BLK 122 NO BHAM

CS Number: 01124743

Address: 2713 34th Ave N (**Strategic Acquisition**)

23. Tax parcel identification number: 01220014400700400000000

Name of the owner who last assessed the property for taxes: VLAHAKES GEORGE & C/O ALTON SOZEMORE-POA

Year of the tax sale: 2012

Legal Description: LOT 5 BLK 121 NORTH BHAM

CS Number: 01125721

Address: 2809 34th Ave N (**Strategic Acquisition**)

24. Tax parcel identification number: 01220014400700300000000

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

Year of the tax sale: 2012

Legal Description: LOT 4 BLK 121 NO BHAM

CS Number: 01125722

Address: 2813 34th Ave N (**Strategic Acquisition**)

25. Tax parcel identification number: 0129000710260010000000

Name of the owner who last assessed the property for taxes: STRATEGIC REAL ESTATE

Year of the tax sale: 2008

Legal Description: LOT 1 BLK 37 CENTRAL PARK CENTRAL PARK LAND CO

CS Number: 01083687

Address: 1853 47th st (**Quiet Title**)

26. Tax parcel identification number: 68300254009012000

Name of the owner who last assessed the property for taxes: ROSE JOHN H C/O ROSE JOHN H HEIRS
OF

Year of the tax sale: 201

Legal Description: LOT 14 BL 3 HILLMAN ESTATES 1ST SECTOR

CS Number: 68141372

Address: 912 Burwell St (**Quiet Title**)

27. Tax parcel identification number: 0123002110060110000000

Name of the owner who last assessed the property for taxes: BEVERLY HELEN & HUGH

Year of the tax sale: 2010

Legal Description: POB 98 FT NW OF W INTER 2NDAVE N & 59TH ST N TH NW 49 FTTH SW
150 FT TH SE 49 FT TH NE150 FT TO POB

CS Number: 0546

Address: 208 59th St N (**Quiet Title**)

28. Tax parcel identification number: 0123002110060120000000

Name of the owner who last assessed the property for taxes: SOLUTION SYSTEMS LLC

Year of the tax sale: 2008

Legal Description: P O B 50 FT S SE OF SW INTER 59TH ST N & 2ND CT N TH SE-48 FT S SW-150 FT S
NW-48 FT SNE-150 FT S

CS Number: 3650

Address: 212 59th St N (**Quiet Title**)

RESOLUTION 11.3.22.5

RESOLUTION APPROVING REVISIONS TO THE CATALYTIC DEVELOPMENT PROPERTY ACQUISITION AND TRANSFER AGREEMENT

WHEREAS, the Birmingham Land Bank Authority (the “BLBA”) 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, Properties and remove blight; and

WHEREAS, the BLBA 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 Birmingham Land Bank Authority created a Catalytic Development, Property Acquisition and Transfer Agreement (the “Contract”) for organizations with the capacity to redevelop assembled parcels of real property for the creation of housing, redevelopment and to remove blight; and

WHEREAS, the organizations that seek a catalytic development project with the BLBA are required to execute a Contract, which outlines the respective obligations and responsibilities of the parties as well as the terms and conditions of the transaction; and

WHEREAS, the Contract has been updated and revised by clarifying the conveyance of properties, clarifying the construction timeline, providing an option to purchase additional properties if needed, clarifying the project costs, clarifying the effect of a redemption on the sale of property, adding language regarding zoning, updating implementation of a development plan, updating project obligations, adding compliance language, adding language to address payment of property taxes, updating language regarding default after closing, updating indemnity language, adding default after closing language and remedies, adding right of entry and subordination language, adding a media release whereby the BLBA may utilize names, images, voices or the like for media and promotion purposes, and updating standard contract language ; and

WHEREAS, the BLBA finds the updates and revisions appropriate for the Catalytic Development, Property Acquisition & Transfer Agreement as set forth herein and reflected on the attached Exhibit A.

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

1. The Board hereby approves the revisions made to the Catalytic Development, Property Acquisition and Transfer Agreement attached hereto as Exhibit A.
2. This Resolution shall be effective immediately upon passage.

RESOLUTION 11.3.22.5

Exhibit A

(See Separate Attachment)

**CATALYTIC DEVELOPMENT, PROPERTY ACQUISITION
AND TRANSFER AGREEMENT**

THIS CATALYTIC DEVELOPMENT, PROPERTY ACQUISITION AND TRANSFER AGREEMENT (this “Agreement”) is made this _____ day of _____, 2022, by and between the **BIRMINGHAM LAND BANK AUTHORITY**, a public corporation under the laws of the State of Alabama (“BLBA”) and _____, a non-profit corporation (“Developer”).

WITNESSETH:

WHEREAS, the BLBA is a local land bank authority created and organized by the City of Birmingham pursuant to Act. No. 2013-249 of the Alabama Legislature (Section 24-9-1, *et seq.*, of the *Code of Alabama* (1975)) 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 that 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 BLBA adopted the following as its Mission Statement: “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, Developer is a non-profit corporation that strives to eliminate poverty and homelessness by building homes for low income families; and

WHEREAS, Developer has proposed to undertake a project (the “Project”) to develop certain tax-delinquent properties for uses to include affordable housing; and

WHEREAS, Developer has identified certain tax delinquent properties as described on the attached **Exhibit A** (individually, a “Project Property” and, collectively, the “Project

Properties”) which Developer has determined are desirable, necessary and suitable for the Project; and

WHEREAS, the Project Properties are comprised of three groups of Properties as designated on Exhibit A: “Group 1 Properties” and “Group 2 Properties”, which are referred to herein collectively as the “Development Properties”; and “Option Properties”; and

WHEREAS, the BLBA supports the Project and, in furtherance thereof, has agreed to: (i) make a request to the Land Commissioner of the Alabama Department of Revenue to acquire tax deeds to the Development Properties and the Option Properties; (ii) clear title to the Development Properties by filing quiet title actions; (iii) transfer title to the Development Properties to Developer; and (iv) grant an option to Developer to acquire the Option Properties upon the successful completion of development of the Group 1 Properties; and

WHEREAS, as a material component of the consideration for BLBA’s acquisition, clearing title and sale of the Project Properties, Developer has agreed to undertake the Project to improve, develop and use the Project Properties consistently with a certain Maintenance/Development Plan (the “Development Plan”) to be submitted by Developer to the BLBA and attached hereto and made a part hereof as **Exhibit B**, and to compensate BLBA for the cost of acquiring tax deeds to the Project Properties and clearing title to Project Properties as provided in this Agreement; and

WHEREAS, Developer acknowledges that the BLBA would not have agreed to acquire, clear title, and sell any of the Project Properties to Developer absent Developer’s commitment to complete the Development Plan, and this Agreement is intended to ensure that Developer fulfills the Development Plan and implement the Project.

NOW, THEREFORE, in consideration of all the covenants, terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the BLBA and Developer hereby agree as follows:

1. PURPOSE. The purpose of this Agreement is to achieve the goals and objectives of the parties concerning the return of the Project Properties to an effective utilization status in order to provide affordable housing, and to assemble parcels of real property for redevelopment, stabilize property values, and remove blight in the connection with the redevelopment of the Project Properties.

2. PROJECT PROPERTIES.

(a) In consideration of Developer's agreement to pay the Purchase Price for the Project Properties, as set forth in Section 5 below, and to undertake the development of the Project as provided herein and in the Development Plan, the BLBA agrees to obtain tax deeds to the Project Properties identified on Exhibit A, following which the BLBA will file lawsuits in the Circuit Court for Jefferson County, Alabama, to quiet title to the Development Properties and, following completion of the quiet title lawsuits, to convey the Development Properties to Developer under the terms and conditions set forth in this Agreement.

(b) The BLBA shall sell the Project Properties to Developer on an "**AS IS, WHERE IS**" basis on the closing date, without any warranty or representation by the BLBA concerning the condition of the Project Properties, the suitability of the Project Properties for any and all development activities and uses which Developer or its successors in title may conduct thereon, or any other matter with respect to the Project Properties except as expressly set forth herein. In particular, by way of example but not of limitation, BLBA makes no representations or warranties with respect to: the suitability of the Project Properties for any and all development activities and uses which Developer may conduct thereon; the use or condition of the Project Properties, including, without limitation, the condition of the soils or groundwater of the Project Properties and the presence or absence of asbestos, lead-based paint, toxic materials or hazardous substances in, on or under the Project Properties; compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to zoning, subdivision, planning, building, fire safety, health or environmental matters; compliance with covenants, conditions and restrictions, and deed restrictions; and compliance with other local, municipal, regional, state or federal requirements or other statutes, laws, codes, ordinances, regulations or requirements.

3. OPTION PROPERTIES. BLBA hereby gives and grants to Developer an option to purchase the Option Properties under the terms and conditions set forth in this Section 3. Provided Developer has completed its development of the Group 1 Properties on or before the Group 1 Completion Deadline, as defined in Section 13(e)(i) below, and is otherwise in compliance with the terms and conditions of this Agreement, Developer may exercise the option within ninety (90) days after achieving Substantial Compliance, as defined in Section 14 below, of the development of the Group 1 Properties by giving written notice of its election to BLBA,

which notice shall be delivered to the BLBA as provided in Section 23 below. Upon Developer's exercise of the option, the BLBA shall proceed to take legal action as provided in Section 24-9-8 of the *Code of Alabama* (1975) to quiet title to the Option Properties and thereafter will proceed to complete the sale of the Option Properties to Developer on the terms and conditions set forth in this Agreement.

4. PURCHASE PRICE.

(a) The purchase price for each Project Property (the "Purchase Price") shall be equal to the sum of estimated costs to clear the title to the Property ("Project Cost") plus closing costs, which shall include the closing attorney's fee, recoding costs, real estate transfer taxes and all other costs and expenses incurred by the BLBA in closing and consummating the purchase and sale of the Project Property pursuant hereto. Subject to adjustment as provided in Section 5 below, the Project Cost shall equal Five Thousand and No/100 Dollars (\$5,000.00). Developer agrees to assume all other costs associated with the conveyance of the Property, as outlined in this Agreement.

(b) The Purchase Price shall be payable as follows: Developer shall deposit with the BLBA as earnest money the sum of Five Thousand and No/100 Dollars (\$5,000.00) (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.

(c) In the event a Project Property is subject to a sewer lien in favor of Jefferson County at the time the BLBA commences a quiet title action with respect to such Project Property, Developer will pay the principal amount of such lien prior to the entry of the order quieting title.

5. INCREASED PURCHASE PRICE.

(a) In the event the Project Cost for a Project Property is estimated by the BLBA after execution of this Agreement to exceed Five Thousand and No/100 Dollars (\$5,000.00), Developer will be given the option to pay the estimated additional Project Cost and the parties will execute an addendum to this Agreement to include a new Purchase Price set equal to the revised estimate of the Project Cost. Developer may decline to pay the estimated additional

Project Cost, in which case the Earnest Money for such Project Property shall be refunded to Developer without interest. Developer agrees that the refund of the Earnest Money shall be its sole remedy, whereupon this Agreement shall be terminated and canceled with respect to such Project Property, but shall remain in effect for any remaining Project Properties.

(b) If the BLBA, during the quiet title action process, determines it will be impossible to complete the quiet title action for a Project Property any reason other than Developer's default under this Agreement, including, but not limited to, the redemption of the Project Property, the Earnest Money for such Project Property shall be refunded to Developer without interest, and Developer agrees that the refund of the Earnest Money shall be its sole remedy, whereupon this Agreement shall be terminated and canceled with respect to such Project Property, but shall remain in effect for any remaining Project Properties.

6. INSPECTION AND ENTRY. Upon its receipt of the tax deed to a Project Property, the BLBA will provide written notice of such receipt of the tax deed to Developer. Developer shall have thirty (30) days following the date of such notice (the "Inspection Period") to enter upon the Project Property, upon the giving of reasonable notice to the BLBA, for the purposes of surveying, testing, inspecting or investigating the Project Property; provided, however, that (i) the foregoing limited right to enter upon the Project Property shall not be construed or deemed to grant to Developer any right to use, possess or occupy the Project Property, and (ii) Developer shall keep the Project Property free and clear of any liens, and shall indemnify the BLBA from any and all claims and liabilities arising from or relating to any such activities. In the event that Developer's inspection and/or investigation of a Project Property indicates that such Project Property is not suitable for Developer's intended development activities, Developer may give written notice to the BLBA, whereupon the Earnest Money for such Project Property shall be refunded to Developer and this Agreement shall be terminated with respect to such Project Property, but shall remain in effect for any remaining Project Properties. If Developer determines to proceed with the acquisition and development of a Project Property then, within thirty (30) days after the expiration of the Inspection Period, Developer shall submit its Development Plan to the BLBA, as provided in Section 10 below.

7. SURVEY. Prior to the BLBA initiating a quiet title action with respect to a Project Property, Developer, at its expense, may obtain a survey of such Project Property. In order to

ensure consistency in the legal description of the Project Property, Developer shall provide a copy of any such survey to BLBA prior to the initiation of the quiet title action.

8. TITLE INSURANCE. Following the conclusion of the quiet title action and prior to Closing, Developer shall obtain, at its own cost and expense, a title insurance commitment with respect to each parcel of the Project Property, and shall promptly provide the BLBA with a copy of such commitment. Developer shall be responsible for the cost of the premium for any policy of title insurance desired by Developer.

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

10. DEVELOPMENT PLAN. As a material component of the consideration for the purchase and sale of the Project Properties, Developer has agreed to improve, develop, use and maintain the Project Properties in a manner specified in a Development Plan to be submitted by Developer to the BLBA within thirty (30) days following the expiration of the Inspection Period set forth in Section 6 above, which Development Plan, upon approval by the BLBA, will be attached hereto and made a part hereof as **Exhibit B**. Developer's submission and BLBA's approval of the Development Plan shall be a condition precedent to the closing on any parcel of Project Property. The Development Plan is a conceptual master plan for the development of the Project Properties and will include a conceptual site plan indicating an overall summary of land uses, the proposed land use of each parcel of Project Property, a timeline for development and implementation, general building designs and elevations for any residential or other building construction, and a plan for marketing and selling lots and residences. BLBA and Developer acknowledge that, during the development of the Project Properties, changes in land use may need to be made from those depicted on the Development Plan as a result of changes in market conditions and various other reasons. Accordingly, both parties acknowledge that Developer shall be entitled to request amendments to the Development Plan, and that the location and configuration of the residences shown on the Development Plan may be modified by Developer

with the BLBA's consent, which consent shall not be unreasonably withheld.

11. REDEMPTION. Developer acknowledges that the prior owner(s) and other parties having an interest in a Project Property may have a right to redeem such Project Property from its tax delinquent status prior to completion of the quiet title action. In the event that a Project Property is redeemed, the BLBA will notify Developer and will refund the Earnest Money for the redeemed Project Property to Developer, without interest, which refunded Earnest Money shall be accepted by Developer in full satisfaction of any and all claims under or related to this Agreement with respect to such redeemed Project Property.

12. CLOSING.

(a) The BLBA agrees to convey the Project Properties to Developer under the terms and conditions set forth in this Agreement. The BLBA will use good faith efforts to close the sale of a Project Property within thirty (30) days following (i) the entry of a final order by the Circuit Court for Jefferson County, Alabama, awarding title to such Project Property to the BLBA and (ii) the expiration of any period of appeal of such order. The closing (the "Closing") shall occur at a date, time and place as the BLBA and Developer may mutually agree.

(b) At the Closing, and upon payment in full of the balance of the Purchase Price, the BLBA shall deliver to Developer 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 and any conditions which a current and accurate survey might show, and subject to covenants requiring Developer's to develop and use the Project Property according to the Development Plan and the conditions set forth in Section 13 below.

(c) The deed(s) shall also reserve a reversionary interest and lien in favor of the BLBA as provided in Section 17(b) below.

(d) At Closing, Developer shall pay, as part of the closing costs, all costs for recording the deed(s) and any related transfer documents and any recording or transfer tax which may be due upon the sale of the Project Property.

(e) As the BLBA is exempt from ad valorem taxes, taxes and assessments will not be prorated at Closing. Possession of the Project Property shall be given to Developer at Closing.

(f) Promptly after Closing and the recordation of the deed, Developer shall have the Project Property listed in Developer's name with the Jefferson County Tax Assessor. Thereafter, Developer shall be responsible for paying annual property taxes to the Jefferson County Tax Collector when due in accordance with Section 15 below with respect to any Project Property owned by Developer. Developer's failure to receive a tax bill shall not excuse the nonpayment thereof, and Developer may be billed for any property taxes paid by the BLBA in accordance with Section 15 below.

13. PROJECT DEVELOPMENT OBLIGATIONS.

(a) Subject to the mutual covenants and the other terms and conditions set forth herein, Developer hereby commits to develop the any Project Property it acquires and to carry out its obligations and duties as set forth herein and in the Development Plan, which obligations and duties shall survive the Closing and shall be incorporated into the deed. Developer has represented to the BLBA that it will use good faith efforts to obtain financial resources to maintain and develop the Project Properties it acquires according to the Development Plan. Developer shall submit a budget and other information the BLBA may request to satisfy the BLBA of Developer's ability to develop the Project Properties in accordance with the Development Plan.

(b) Within fifteen (15) days following the Closing on a Project Property, Developer shall secure any existing structure located on such Project Property (including boarding openings where required), shall remove any grass and weeds in excess of twelve (12) inches in height, and shall remove all debris from such Project Property.

(c) Developer shall commence construction of a housing unit on each parcel of Project Property it acquires within three (3) months following the date of Closing on such parcel. At a minimum, commencement shall include, but not be limited to, Developer having obtained all necessary permits to perform the work required by the Development Plan and work shall have actually and physically begun at the site in accordance with the Development Plan.

(d) "Substantial Compliance" (as defined in Section 14 of this Agreement) of the Development Plan with respect to a parcel of Project Property shall be completed on or before the applicable Completion Deadline, provided that such Completion Deadline may be extended for delays due to Force Majeure, or for other good cause determined in the BLBA's sole

discretion. An event of Force Majeure shall occur if Developer is prevented or delayed from performing its obligations hereunder by reason of strikes, labor troubles or labor shortage, lockouts, riots, civil disorder, acts of God, epidemic, pandemic, quarantine or other governmental restrictions, unavailability of services or materials, riots, war or any verifiable, reasonable cause beyond the reasonable control of Developer, except the payment of money, provided that, within thirty (30) days of the beginning of such delay, Developer shall notify the BLBA in writing of the causes and expected duration of such delay. To be effective, any extension of the Completion Deadline must be approved by the BLBA's Board of Directors and memorialized in a writing signed by an authorized representative of the BLBA.

(e) Developer hereby agrees as follows:

(i) Developer shall develop and construct housing units on the Group 1 Properties within twelve (12) months following the date of the Closing on the purchase and sale of such Group 1 Properties (the "Group 1 Completion Deadline");

(ii) Developer shall develop and construct housing units on the Group 2 Properties within twenty-four (24) months following the date of the Closing on the purchase and sale of such Group 2 Properties (the "Group 2 Completion Deadline");

(iii) In the event Developer exercises its option to purchase the Option Properties as provided in Section 3 above, Developer shall develop and construct housing units on the Option Properties within twelve (12) months following the date of the Closing on the purchase and sale of such Option Properties (the "Option Properties Completion Deadline")(the Group 1 Completion Deadline, the Group 2 Completion Deadline and the Option Properties Completion Deadline are sometimes generally referred to herein as the "applicable Completion Deadline", with the specific deadline to be determined from the context in which such term occurs);

(f) Developer acknowledges that the BLBA would not have agreed to sell the Project Properties to Developer absent Developer's commitment to complete the Development Plan, and this Agreement is intended to ensure that Developer fulfills the Development Plan. Accordingly, Developer hereby agrees as follows with respect to each Project Property it acquires:

(i) Developer shall improve, develop, redevelop, and/or repair the Project Properties in accordance with the Development Plan on or before the applicable Completion

Deadline and will maintain each Project Property thereafter as long as Developer holds title to the Project Property. Implementation of the Development Plan to the point of Substantial Completion shall be completed on or before the applicable Completion Deadline, provided that such Completion Deadline may be extended for delays due to Force Majeure.

(ii) Developer shall use the Project Properties for the purpose(s) specified in the Development Plan.

(iii) Developer shall comply with all federal, state, county, city, and other applicable laws, ordinances, rules and regulations and all orders and rules of any duly constituted authorities affecting the Project Properties, or the use and occupancy of the Project Properties and shall comply with land use regulations, codes and laws affecting the payment of taxes, leasing, acquisition, ownership, use, improvement and development of the Project Properties (collectively, "Laws"), and nothing in this Agreement constitutes an exemption or grant of a variance from applicable Laws. Developer will be responsible for property taxes, ad valorem taxes, any other taxes, municipal liens, or fines following the Closing. Developer shall not enter into, execute, or be a party to any covenant, agreement, lease, deed, assignment, conveyance, or any other written instrument, which restricts the lease, use or occupancy of any Project Property, or any part thereof, or any improvements placed thereon, upon the basis of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin of the buyer, tenant, or other legal occupant of the Project Property. Developer shall comply with all federal, state and local laws, in effect from time to time, prohibiting discrimination or segregation and will not discriminate, by reason of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin in the sale, lease, use or occupancy of any Project Property.

(iv) Developer shall remedy any and all outstanding building and zoning code violations on the Project Property, including violations that require a condemnation repair permit or demolition permit issued by the City of Birmingham, on or before the applicable Completion Deadline.

(v) Developer shall not create or allow any nuisance to exist in or on the Project Properties. Without limiting the foregoing, after the date of Closing, at no time shall Developer allow the Project Property to have grass and weeds in excess of twelve (12) inches in

height during the time Developer owns the Project Property.

(vi) Developer shall pay when due all taxes, liens, judgments, assessments, sewer and water charges and environmental clean-up costs which may be required by a governmental authority with appropriate authority affecting or pertaining to any Project Property owned by Developer, and Developer shall furnish evidence of payment of same on the BLBA's demand.

(vii) Developer shall keep each Project Property owned by Developer and all improvements insured against loss by fire, with extended coverage endorsement, and such other hazards (and in such amounts) as the BLBA may reasonably require. Developer shall also, on the BLBA's demand, furnish evidence of coverage to the BLBA.

(g) The terms, requirements and conditions of this Section 13 shall survive the Closing.

14. SUBSTANTIAL COMPLIANCE.

(a) On or before the applicable Completion Deadline, time being of the essence, Developer shall provide the BLBA with copies of any and all building permits, certificates of completion, certificates of occupancy, and/or other similar permits or certificates obtained for the Property as may be required by any Laws or as may be reasonably requested by the BLBA (the "Certificates") and any drawings, plans, receipts, photographs, specifications and/or other documentation reasonably requested by the BLBA confirming that Developer has completed the Development Plan.

(b) At a mutually agreeable time, Developer will allow BLBA employees and/or its agents access to a Project Property owned by Developer for the purpose of inspecting such Project Property to assist in the determination as to whether Developer is in Substantial Compliance (as defined below) with the Development Plan.

(c) As set forth in this Section 14, the BLBA shall determine within a reasonable time following the applicable Completion Deadline or request of Developer, whichever occurs first, whether Developer is in "Substantial Compliance" (as defined herein) with the Development Plan for each Project Property it owns. For the purpose of this Agreement, "Substantial Compliance" shall mean: (i) completing the development of a Project Property in accordance with the Development Plan on or before the Completion Deadline; (ii) completing such

development in a good and workmanlike manner; (iii) remitting all property taxes due to the Jefferson County Tax Collector and/or fully repaying the BLBA for the non-payment of property taxes as stated in Section 15 below; and (iv) applying for and receiving any and all Certificates (as defined in subsection (a) above) as may be required by any Laws.

(d) If the BLBA determines in its sole but reasonable discretion that Developer is in Substantial Compliance with the Development Plan with respect to a Project Property, it shall issue Developer a Certificate of Substantial Compliance for such Project Property, which Certificate of Substantial Compliance shall be issued within twenty (20) days the date of such inspection. Such Certificate of Substantial Compliance shall release the reversionary interest and lien in favor of the BLBA as provided in Section 17 below with respect to the Project Property for which the Certificate of Substantial Compliance was issued and shall be in proper form for recording in the Office of the Probate Judge.

(e) The terms, requirements and conditions of this Section 14 shall survive the Closing.

15. PROPERTY TAXES. Developer shall pay all property taxes due for each Project Property it owns to the Jefferson County Tax Collector by December 31st of each year. In the event that Developer does not pay property taxes by December 31st of any year prior to the applicable Completion Deadline, as defined herein and in the Development Plan attached hereto as Exhibit B, and the BLBA is notified of said delinquency, the BLBA shall have the option, but not the obligation, to pay the amount of taxes due on the Property and shall bill Developer the total amount of taxes paid, plus a One Hundred and No/100 Dollar (\$100.00) non-refundable administrative fee, which shall be due in full upon receipt. The BLBA's payment of taxes shall constitute a lien on the Property and Developer shall repay the BLBA in full prior to meeting Substantial Compliance as defined in Section 14 above.

16. DEFAULT PRIOR TO CLOSING. If Developer fails to perform any condition, term or covenant of this Agreement prior to Closing, the Earnest Money shall be forfeited to the BLBA, and the BLBA 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 BLBA fails to perform any condition or term of covenant of this Agreement,

the Earnest Money shall be returned to Developer, and Developer agrees that the return of the Earnest Money shall be its sole remedy, whereupon this Agreement shall be terminated and canceled and the BLBA shall be released from any and all liability or obligation to Developer in connection with this Agreement.

17. DEFAULT AFTER CLOSING; REMEDIES.

(a) After Closing, the occurrence of any one or more of the following and the continuance thereof for a period of thirty (30) days after written notice thereof is given by the BLBA to Developer shall constitute an event of default under this Agreement, provided, however, that if such default is capable of cure but cannot be cured within such thirty (30) day period, Developer shall not be deemed in default if Developer has commenced efforts to cure within such thirty (30) day period and prosecutes the same with due diligence until the default is cured.

(i) Developer fails to achieve Substantial Compliance for a Project Property it has acquired on or before the applicable Completion Deadline.

(ii) Developer takes any action prohibited by this Agreement or fails to take any action required by this Agreement.

(iii) Developer sells or transfers any or all of the Project Properties or any interest in the Project Properties Developer has acquired other than to an owner-occupant thereof prior to the applicable Completion Deadline without the prior written consent of the BLBA. The prior written consent to any particular sale or transfer will in no way operate as a consent to any future sales or transfers occurring after such consent is given. Any transfer of a majority of the stock or membership interests of Developer whether in one or a series of transactions, and any merger or consolidation of Developer with any other entity, shall be deemed to be a sale or transfer hereunder. Consent to such a transfer during prior to achieving Substantial Compliance of all the Project Properties conveyed to Developer shall, however, not be unreasonably withheld as long as Developer (i) retains an ownership interest in the Project Properties or in any business entity to which the Project Properties shall be transferred, and (ii) retains control of, and responsibility for, implementing the Development Plan.

(b) The deed from BLBA to developer shall contain a reversionary interest in favor of the BLBA under which the BLBA, at its option, may regain title in and to a Project Property if

an event of default occurs which is not cured within the applicable cure period set forth herein. At Closing, Developer shall execute a limited power of attorney naming the BLBA as attorney-in-fact with the authority to execute a quitclaim deed to the applicable Project Property in favor of the BLBA in the event such reversion is triggered, which power of attorney shall be held in escrow by the BLBA as security for such reversionary interest. Prior to exercising any such reversion, the BLBA shall have a reasonable period of time to examine, inspect and investigate the Project Property to determine, in the BLBA's sole discretion, whether the Project Property is acceptable to the BLBA for re-acquisition. In the event the BLBA elects to re-acquire the Project Property, Developer shall indemnify and hold the BLBA harmless from and against any and all claims, liens and liabilities asserted against the BLBA or the Project Property as a result of any act or omission by Developer during, or in connection with, Developer's ownership of the Project Property.

(c) Upon the revesting of title to all or any part of the Project Property(ies) in the BLBA under this Agreement, the BLBA shall use its commercially reasonable efforts to resell such Project Property(ies) as soon as and in such manner as the BLBA shall find feasible to a qualified and responsible party or parties (as determined by the BLBA in its sole and absolute discretion) who will assume the obligation of making or completing the development of such Project Property(ies) or such other improvements as shall be satisfactory to the BLBA and in accordance with the uses specified for the Project Property(ies) in the Development Plan. Upon resale of the Project Property(ies), the proceeds thereof shall be applied as follows:

(i) First, to reimburse the BLBA for all costs and expenses incurred by the BLBA, including salaries of personnel, in connection with the recapture, management, and resale of the Project Property(ies) or part thereof (but less any income derived by the BLBA from the Project Property(ies) or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Project Property(ies) or part thereof; any payments made or necessary to be made to discharge any encumbrances or liens existing on the Project Property(ies) or part thereof at the time of revesting of title thereto in the BLBA or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations incurred with respect to, defaults, or acts of Developer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or

completion of the development of the Project Property(ies); and any other amounts otherwise owing the BLBA by Developer.

(ii) Second, to reimburse Developer up to the amount equal to the sum of the Purchase Price paid by it for the Project Property(ies) and the monies actually spent making any improvements, less any gains or income made from the use of the Project Property(ies); and

(iii) Any balance remaining after such reimbursements shall be retained by the BLBA as its property.

(d) In the event the BLBA elects not to so re-acquire a Project Property as provided in Section 17(b), then upon any subsequent sale of or transfer of title to the Project Property by Developer, the BLBA shall be entitled to receive a sum equal to the difference between the fair market value of the Project Property, as determined by an appraisal obtained by an independent, certified appraiser designated by the BLBA, and the Purchase Price of the Project Property, plus interest on such sum at six percent (6%) per annum, calculated from the closing date through the date of such repayment to the BLBA. The BLBA's right to receive such payment upon Developer's sale of the Project Property shall constitute a lien on the Project Property and a covenant running with the land and shall be set forth in the deed from the BLBA to Developer.

(e) The provisions of this Section 17 shall survive the conveyance of the Project Properties to Developer and the terms, requirements and conditions of Sections 17(b), 17(c) and 17(d) shall be set forth in the deed from the BLBA to Developer and shall be specifically enforceable by the BLBA.

18. RIGHT OF ENTRY. For the purpose of assuring compliance with this Agreement, BLBA, its agents, officers and employees shall have the right to enter on and inspect the Project Properties at reasonable times upon prior notice to and with the consent of Developer, which consent shall not be unreasonably delayed, conditioned or withheld.

19. SUBORDINATION. The BLBA acknowledges that all terms and conditions of this Agreement, including the restrictive covenants described herein, and the reversionary interest and lien in favor of the BLBA as provided in Section 17, shall be subject and subordinate to any purchase money or construction mortgage given by Developer to an unrelated, institutional third-party lender to finance the acquisition of the Project Properties and/or the implementation of the Development Plan.

20. DEVELOPER'S REPRESENTATIONS. Developer hereby represents that:

- (a) Developer has not failed to perform in prior transactions with the BLBA;
- (b) Developer has not owned properties that became delinquent in ad valorem tax payments and remained delinquent in ad valorem tax payments during its ownership;
- (c) Developer has not been barred from transactions with federal, state, or local government entities;
- (d) Developer has sufficient experience and capacity to perform property maintenance;
- (e) Developer does not own properties that have any unremediated citation for violation of state and local codes and ordinances;
- (f) Developer has not owned a Project Property during a period of time when the Project Property became delinquent in ad valorem tax payments.
- (g) Developer has the full right, capacity, power and authority to enter into, and stands ready to perform, this Agreement and the transactions contemplated hereby.

21. REAL ESTATE COMMISSION. Each party represents to the other that no real estate commission or brokerage fee shall be due or paid as a result of the sale of the Project Properties.

22. GOVERNING LAW; VENUE. This Agreement shall be governed by and performed in accordance with the laws of the State of Alabama without respect to conflicts of laws principles. Developer submits to the jurisdiction of the courts located in Jefferson County, Alabama and waives any objection to venue in the courts of Jefferson County, Alabama.

23. 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 Developer, as follows:

Attention: _____

or, to the BLBA as follows:

Birmingham Land Bank Authority
710 North 20th Street
1st Floor - City Hall
Birmingham, Alabama 35203
Attn: Caroline W. Douglas

with copies to:

City of Birmingham
Office of the City Attorney
710 North 20th Street, Room 600
Birmingham, Alabama 35203
Attention: James C. Stanley

- 24. CAPTIONS.** The captions of the sections 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.
- 25. BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of Developer and the BLBA, respectively.
- 26. ASSIGNMENT.** This Agreement shall not be assigned or transferred in any way unless such assignment or transfer is consented to in a writing signed by both parties.
- 27. MEDIA RELEASE.** Developer hereby grants the BLBA, its agents, contractors, employees and photographers the right to take, use, publish, and copyright photographs and videos of Developer and/or any Project Property it acquired pursuant to this Agreement. The BLBA may use the name, image, voice and likeness together with the foregoing for press releases, advertisements, publications, instruction, and/or promotions of the BLBA, which may appear on the BLBA's website, the City of Birmingham, Alabama's website, and all social media platforms, including Facebook, Instagram, and YouTube, which are maintained by the BLBA and/or its individual employees and/or agents or for any other lawful purpose. Developer understands that these photographs or videos may be edited or combined with other images, sound, videos or text that may be published or otherwise reproduced and distributed as provided above. Developer also agrees to relinquish all rights, title, and interest that it may have in the foregoing, the finished product and/or the advertising copy that may be used in connection with the BLBA and its programs in which Developer was a participant, and waives all rights to payment or compensation in connection therewith.

28. RELATIONSHIP; NO THIRD-PARTY BENEFICIARY. Developer and the BLBA agree that nothing contained in this Agreement nor any act of Developer or of the BLBA 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 BLBA and Developer other than as set forth herein. Neither the BLBA nor Developer shall have the right to make any representations for or on behalf of the other by nature of this Agreement. 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.

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

30. IMMIGRATION LAW COMPLIANCE. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

31. RIGHT AND REMEDIES ARE CUMULATIVE. Each right and remedy of the BLBA provided in this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement or now or hereafter existing at law or in equity, by statute or otherwise.

32. INDEMNIFICATION.

(a) Developer shall indemnify, defend (with counsel reasonably acceptable to the BLBA), and hold harmless the BLBA, the City of Birmingham, and their respective directors, officers, employees, and agents (collectively, together with the BLBA, the “Indemnitees”) from and against any and all liabilities, obligations, losses, fines, penalties, expenses (including attorneys’ fees, court, and settlement expenses), claims, orders, administrative decisions, statutory claims, judgments, settlements, suits, actions, causes of action, arbitration proceedings, requests for relief, forbearance, appeals, or demands of any kind whatsoever, whether or not involving a third party, arising from, caused or created by, resulting from or relating to, directly

or indirectly: (i) this Agreement; (ii) the performance of Developer's obligations under this Agreement; (iii) an event of default or breach under this Agreement by Developer; (iv) any past, present, or future violation, or alleged violation, of any Environmental Laws regarding the Project Property(ies); or (v) any actual or alleged actions, omissions, negligence, or willful misconduct of Developer or any of Developer's employees, directors, officers, contractors, subcontractors, or agents (collectively "Claims").

(b) Developer's obligation to indemnify under this Section 32 includes all legal, professional, and consulting fees, costs, and expenses, all foreseeable consequential damages, the costs of all required or necessary repair, cleanup, or detoxification of the Project Property(ies), including the soil and ground water thereof, and the preparation and implementation of any closure, remedial, or other required plans. Developer's duty to indemnify, hold harmless, and defend shall arise at the time written notice of a claim is first provided, regardless of whether a suit has been filed. Developer shall indemnify as costs and expenses are incurring upon presentation of invoices. All payments pursuant to this Section 32 shall be in addition to any and all other legal rights and remedies available to the BLBA and shall not be considered the BLBA's exclusive remedy. Developer's duty to indemnify, hold harmless, and defend shall not be limited by any insurance. It is specifically stated to be the intention of the parties to have Developer's indemnification obligations interpreted in the in the broadest legally permissible fashion in favor of the Indemnitees, and in such way as to provide the Indemnitees with the greatest possible protection. Notwithstanding anything to the contrary contained in this Agreement, if Developer is required to indemnify or defend the Indemnitees, or any of them, the BLBA, in the BLBA's sole and absolute discretion, shall have exclusive authority to control and direct the defense of any and all Claims and to settle and compromise any and all Claims.

(c) Developer's indemnity obligations under this Section 32 shall be a covenant running with the land and shall inure to the benefit of and be enforceable by the Indemnitees, or any of them, and shall survive the Closing.

33. CONSTRUCTION OF AGREEMENT. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties, regardless of which party drafted the Agreement.

34. ENTIRE AGREEMENT; AMENDMENT. This Agreement constitutes the entire agreement and understanding between the BLBA and Developer with respect to the Project Properties 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 Project Properties except as may be expressly set forth in this Agreement. No change or alteration to this Agreement shall be binding upon the BLBA or Developer unless it is in writing and is signed by both the BLBA and Developer.

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: _____

By: _____

By: _____

Name: _____

Its: _____

ATTEST:

BIRMINGHAM LAND BANK AUTHORITY

By: _____

Secretary

By: _____

Name: Lonnie Hannon

Its: Chair

EXHIBIT A
PROJECT PROPERTIES

DEVELOPMENT PROPERTIES:

Group 1 Properties

Group 2 Properties

OPTION PROPERTIES