



Board Meeting Minutes

DATE: October 6, 2022

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

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

MEETING DETAILS: The Regular Meeting of the Birmingham Land Bank Authority Board of Directors occurred on Thursday, October 6, 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 JUNE MINUTES

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

Lonnie Hannon (Y), Lyord Watson (Y), Jessica Bennett (Y), Scotty Colson (Y), Joel Gardner (*Abstain*)

Result: Motion Passed

AGENDA

10.6.22.1 A resolution approving the Accelerated Home Ownership Program and implementation of each of its provisions with the option of forthcoming changes approved by the Board and Director.

Presenter: Caroline Douglas Facilitator: None Discussion: Y

Discussion: An overview of the Accelerated Home Ownership Program (AHOP) was considered. The presentation outlined goals, standards for participation, and partnerships with builders and lenders for its execution and fit within the BLBA's strategic plan.

- ✓ **Motion to Approve:** Scotty Colson
- ✓ **Motion Second:** Lyord Watson

✓ **Call for the Vote:** Lonnie Hannon

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

Result: Motion Passed

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

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

Result: Motion Passed

10.6.22.3 Resolution Approving Applications and Authorizing Board Chair to Execute Agreements with Applicants for the Quiet Title Program.

Presenter: Caroline Douglas Facilitator: None Discussion: Y

Discussion: Items # 6618, 6625, 6743, 6655 were discussed. Items #6371, 6372, 6373 from previous agenda were discussed with applicant present. Items 6614, 6615, and 6616 were tabled due to the Board requesting that the applicant be present for review of development plans.

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

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

Result: Motion Passed

10.6.22.4 Resolution Authorizing a Request to the Land Commissioner for the Transfer of the State's Interest of Thirty (30) 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), Jessica Bennett (Y), Scotty Colson (Y), Joel Gardner (Y)

Result: Motion Passed

10.6.22.5 Resolution Approving Applications from East Lake Initiative for a Development Project and Authorizing Board Chair to Execute a Catalytic Agreement for the Acquisition and Development of Nine Properties.

Presenter: East Lake Development Initiative (ELI) Facilitator: Caroline Douglas Discussion: Y

Discussion: An overview of ELI's objectives and development plan was considered. Long-term goal for 17 homes in the East Lake neighborhood with (5) houses/year for (3) years in a partnership with Navigate Housing and Creature.

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

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

Result: Motion Passed

10.6.22.6 Resolution Approving a Request from Paul Mielke to Extend a Construction Deadline that will Expire on March 17, 2023.

(combined with)

10.6.22.7 Resolution Approving the Assignment of a Property Acquisition and Transfer Agreement from Paul Mielke to Birmingham Investments 3, LLC.

Presenter: Purchaser's Real Estate Agent Facilitator: Caroline Douglas Discussion: Y

Discussion: Change in scope of work was considered - demolish and build brand new - due to partnership changes of original applicant.

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

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

Result: Motion Passed

10.6.22.8 Resolution Approving a Request from Lois Brown to Extend a Construction Deadline that Expired on August 18, 2022.

Presenter: Caroline Douglas Facilitator: None Discussion: Y

Discussion: Board considered request with update on current progress.

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

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

Result: Motion Passed

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 **has been tabled until the next regular meeting in November.**

Presenter: Julian Worley Facilitator: Caroline Douglas Discussion: Y

Discussion: Board to consider extension with future update on development plan due to purchaser's difficulty in securing general contractor.

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

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

Result: Motion Passed (with progress update at next regular meeting)

10.6.22.10 Resolution Approving a Request from Grace Love Properties, LLC to Extend a Construction Deadline that Expired on April 10, 2022 **has been tabled until the next regular meeting in November.**

Presenter: (Name unclear in recording) Facilitator: Caroline Douglas Discussion: Y

Discussion: Board to consider extension with update from applicant at next meeting with proof of funding or alternative plan due to delays.

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

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

Result: Motion Passed (with progress update at next regular meeting)

10.6.22.11 Resolution Amending Resolution No. 5.5.22.5 Authorizing the BLBA to Exercise Its Option to Regain Title to Property Located at 1014 5 th Street West

Presenter: Caroline Douglas Facilitator: None Discussion: Y

Discussion: Board considered plans by BLBA to repurchase property.

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

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

Result: Motion Passed

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

Meeting Adjourned at 03:55 p.m.

****APPROVED RESOLUTIONS****

RESOLUTION 10.6.22.1

**A RESOLUTION APPROVING THE ACCELERATED HOME OWNERSHIP PROGRAM AND
IMPLEMENTATION OF EACH OF ITS PROVISIONS**

RESOLUTION 10.6.22.2

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 10.6.22.2

Exhibit A

App #	Parcel	Address	Applicant Name	Neighborhood	Plans
6447	012200304038004000	722 Avenue F	Lawrence Franklin	South Pratt	Garden
6462	012300201027013000	945 47 th Pl N	Maurice Brewster	Woodlawn	Extend Yard

RESOLUTION 10.6.22.3

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 10.6.22.3**Exhibit A**

App #	Parcel	Address	Applicant Name	Neighborhood	Plans
6593	012900173029023000	2008 26 th St SW	PMP Group LLC	Jones Valley	I plan to renovate or build home to sell
6599	012300032012015000	9007 17 th Ave N	PMP Group LLC	Brownsville Heights	I plan to renovate or build home to sell
6605	012300282038008000	4762 7 th Ave S	Deborah Arrington	Crestwood South	I plan to renovate and occupy home
6614	012300194016010000	728 39 th St N	CDSS & Associates LLC	East Birmingham	I plan to renovate or build home to sell
6615	012300194016011000	730 39 th St N	CDSS & Associates LLC	East Birmingham	I plan to renovate or build home to sell
6616	012300194016012000	732 39 th St N	CDSS & Associates LLC	East Birmingham	I plan to renovate or build home to sell
6618	013000021049009000	4412 11 th Ave	God Gifted Hands LLC	Wylam	I plan to renovate and occupy home
6624	012300021005006000	113 96 th St N	Carla Frazier	Roebuck	I plan to extend backyard for garden.
6625	012200244024007000	1328 29 th St N	Brian Gunn	Norwood	I plan to build and occupy home.
6652	012300142006018000	7836 4 th Ave S	Derrick Underwood	Wahouma	I plan to demo and to extend my property
6655	012900071027022000	4708 Court R	Belinda Eboh	Central Park	I plan to renovate home for rental.
6656	012200234005028000	1809 19th Ct N	Kayla Woods	Evergreen	I plan to extend family backyard
6658	012900063025017000	1408 34 th St	David Sanders	Ensley	I plan to renovate and occupy home.
**6372	012300222032006000	6218 2 nd Ave S	Brandon Prince	South Woodlawn	Renovate home for rental
**6371	012300222036012000	208 62 nd St S	Brandon Prince	South Woodlawn	Renovate home for rental
**6373	012300222032003000	6300 2 nd Ave S	Brandon Prince	South Woodlawn	Renovate home for rental

**** Tabled from August 4, 2022 Board Meeting**

RESOLUTION 10.6.22.4

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 fifteen eligible tax delinquent properties located within the corporate limits of the City of Birmingham so that the Birmingham Land Bank Authority may enter into a lease agreement with applicants under the Lot Lease Program, which is part of a plan involving the redevelopment and revitalization of blighted properties in Birmingham's neighborhoods; and

WHEREAS, the approval of acquisitions from the Alabama Department of Revenue that must occur before the next tax sale, is necessary to perform 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 fifteen tax deed(s) 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 10.6.22.4

Exhibit A

1. Tax parcel identification number: 0123002010270130000000

Name of the owner who last assessed the property for taxes: PARKS WILLIAM JAMES & MARTIN GRACIE A

Year of the tax sale: 2009

Legal Description: LOT 7 BLK 2 F L BIVINGS ADD

CS Number: 01093470

Address: 945 47th PI N (**Lot Lease**)

2. Tax parcel identification number: 0123001530310090000000

Name of the owner who last assessed the property for taxes: JACKSON MARY E

Year of the tax sale: 2009

Legal Description: LOT 17 BLK 2-C EAST WOODLAWN

CS Number: 01092642

Address: 6601 Division Ave (**Quiet Title**)

3. Tax parcel identification number: 0123001530310040000000

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

Year of the tax sale: 2009

Legal Description: LOT 12 BLK 2-C EAST WOODLAWN

CS Number: 01094633

Address: 6617 Division Ave (**Quiet Title**)

4. Tax parcel identification number: 0123000320120150000000

Name of the owner who last assessed the property for taxes: PREWITT VICKI & VANNOY VALERIE

Year of the tax sale: 2003

Legal Description: LOT 1 BLK 4 HOOVERS RESUR OF BLKS 1-3-4-5 PLEASAN

CS Number: 01032307

Address: 9007 17th Ave N (**Quiet Title**)

5. Tax parcel identification number: 0129001730290230000000

Name of the owner who last assessed the property for taxes: HALL PATRICIA & C/O WILLIAMS IRENE

Year of the tax sale: 2009

Legal Description: LOT 14 COLLEGE PARK RE-SUB

CS Number: 01091732

Address: 2008 26th St SW (**Quiet Title**)

6. Tax parcel identification number: 012300194016012000

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**)

7. 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**)

8. 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**)

9. Tax parcel identification number: 013000021049009000

Name of the owner who last assessed the property for taxes: BROWN VALERIE L & MILLER JORDAN C

Year of the tax sale: 2012

Legal Description: LOT 10 BLK 19 PRATT LAND &IMPROVEMENT CO

CS Number: 01120734

Address: 4412 11th Ave (**Quiet Title**)

10. Tax parcel identification number: 012300021005006000

Name of the owner who last assessed the property for taxes: MASSEY MARTHA F

Year of the tax sale: 2010

Legal Description: LOT 4 BLK 4 ROEBUCK HIGHLANDS8/38 LESS & EXC PT TO

CS Number: 01103953

Address: 113 96th St N (**Quiet Title**)

11. Tax parcel identification number: 012900071027022000

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

Year of the tax sale: 2010

Legal Description: LOT 22 BLK 43 CENTRAL PARK

CS Number: 01104487

Address: 4708 Court R (**Quiet Title**)

12. Tax parcel identification number: 012900071026001000

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**)

13. Tax parcel identification number: 0123001530120140000000

Name of the owner who last assessed the property for taxes: RESIDENTIAL FUNDING CORP

Year of the tax sale: 1999

Legal Description: LOT 7 BLK 1-A EAST WOODLAWN

CS Number: 01992947

Address: 6824 Division Ave (**Quiet Title**)

14. Tax parcel identification number: 0123001530120150000000

Name of the owner who last assessed the property for taxes: HOLLIDAY STEPHEN R

Year of the tax sale: 2011

Legal Description: LOT 8 BLK 1-A EAST WOODLAWN

CS Number: 01112381

Address: 6828 Division Ave (**Quiet Title**)

15. Tax parcel identification number: 0123001530120160000000

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

Year of the tax sale: 2008

Legal Description: LOT 9 BLK 1-A EAST WOODLAWN

CS Number: 01084351

Address: 6832 Division Ave (**Quiet Title**)

16. Tax parcel identification number: 012200264021012000

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

Year of the tax sale: 1993

Legal Description: POB 100 FT S E OF THE S W INTER OF 13TH CT N &

CS Number: 01931534

Address: 1304 17TH ST N (**Strategic Acquisition**)

17. Tax parcel identification number: 012200263003018000

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

Year of the tax sale: 1986

Legal Description: S 30 FT OF N 60 FT OF E 160 FT OF LOT 14 BLK B FO

CS Number: 01860181

Address: 1334 13TH ST n (**Strategic Acquisition**)

18. Tax parcel identification number: 012200261024005000

Name of the owner who last assessed the property for taxes: GRANT VERNON A
& BARBARA

Year of the tax sale: 1983

Legal Description: POB 30 FT NW OF NE INTER OF 14TH AVE NO & 17TH ST

CS Number: 01831017

Address: 1405 17th St N (**Strategic Acquisition**)

19. Tax parcel identification number: 01220026102013000

Name of the owner who last assessed the property for taxes: HEARTWOOF 88' LLC

Year of the tax sale: 2007

Legal Description: BEG AT PT 130 FY SE OF SEINTER OF 15TH AVE N & 18T

CS Number: 01070915

Address: 1422 18th St N (**Strategic Acquisition**)

20. Tax parcel identification number: 012200261023008000

Name of the owner who last assessed the property for taxes: HOWARD WILLIAM A AGT FOR HEIRS OF THOMAS & IDA BELL HOWARD

Year of the tax sale: 2005

Legal Description: N 35 FT LOT 3 & S 7 FT LOT 2 BLK 23 J M WARE

CS Number: 1050807

Address: 1425 16th St N (**Strategic Acquisition**)

21. Tax parcel identification number: 012200261024002000

Name of the owner who last assessed the property for taxes: MORRISON GEORGE & LUCIEL P

Year of the tax sale: 2004

Legal Description: P O B 150 FT S E OF THE S E INTER OF 15TH AVE N &

CS Number: 01041756

Address: 1425 17th St N (**Strategic Acquisition**)

22. Tax parcel identification number: 012200261018008000

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

Year of the tax sale: 2003

Legal Description: N 50 FT LOTS 5-6-7 BLK 4 HENRY COPELAND SURVEY

CS Number: 01032787

Address: 1511 18th PL N (**Strategic Acquisition**)

23. Tax parcel identification number: 012200261022008000

Name of the owner who last assessed the property for taxes: PLANAS EDIARDO L

Year of the tax sale: 2010

Legal Description: LOT 6 G W WARE SUR

CS Number: 01104882

Address: 1512 17th St N (**Strategic Acquisition**)

24. Tax parcel identification number: 012200261003019000

Name of the owner who last assessed the property for taxes: LEGION LAND CO

Year of the tax sale: 1986

Legal Description: BEG 350S N LY OF NE INTER OF DRUID HILL DRIVE &

CS Number: 01861619

Address: 1539 20th St N **(Strategic Acquisition)**

25. Tax parcel identification number: 012200261003015000

Name of the owner who last assessed the property for taxes: MCDONALD ELLIS P

Year of the tax sale: 1988

Legal Description: LOTS 32+33 BLK 9 DRUID HILLS REALTY CO 6 ADD DRUI

CS Number: 01881863

Address: 1561 20th St N **(Strategic Acquisition)**

26. Tax parcel identification number: 012200261002019000

Name of the owner who last assessed the property for taxes: AR SEVEN LLC

Year of the tax sale: 2016

Legal Description: LOT 5 BLK 8 DRUID HILLS EXC ST R/W

CS Number: 01162407

Address: 1564 Fred Shuttlesworth Dr **(Strategic Acquisition)**

27. Tax parcel identification number: 012200261012007000

Name of the owner who last assessed the property for taxes: JENKINS W A JR

Year of the tax sale: 1997

Legal Description: LOT 40 BLK 7 NORTH HAVEN

CS Number: 01971127

Address: 1609 18th PL N **(Strategic Acquisition)**

28. Tax parcel identification number: 012200261012008000

Name of the owner who last assessed the property for taxes: GORMAN KATHERINE CALLIE

Year of the tax sale: 1984

Legal Description: FRAC LOT 33 BLK 7 NORTH HAVEN FRAC LOT 22 H A & J

CS Number: 01840879

Address: 1621 18th PL N **(Strategic Acquisition)**

29. Tax parcel identification number: 012200261018001000

Name of the owner who last assessed the property for taxes: LEGION LAND CO

Year of the tax sale: 1986

Legal Description: W 60 FT LOTS 18-19 BLK 4 HENRY& COPELAND SURVEY

CS Number: 01861621

Address: 1807 16th Ave N (**Strategic Acquisition**)

30. Tax parcel identification number: 012200261012003000

Name of the owner who last assessed the property for taxes: MITCHELL WM H & JANE ANN CHISM

Year of the tax sale: 2003

Legal Description: BEG 3426 FT E OF INTER OF NROW 17TH AVE N & W LIN

CS Number:

Address: 1841 17th Ave N (**Strategic Acquisition**)

RESOLUTION 10.6.22.5

RESOLUTION APPROVING APPLICATIONS FROM EAST LAKE INITIATIVE FOR A DEVELOPMENT PROJECT AND AUTHORIZING BOARD CHAIR TO EXECUTE A CATALYTIC AGREEMENT FOR THE ACQUISITION AND DEVELOPMENT OF NINE 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, East Lake Initiative (the "Purchaser") has proposed to undertake a catalytic development project (the "Project") (i) to develop housing on certain tax delinquent parcels identified as the "Development Properties" on the attached Exhibit A, which are comprised of "Group 1" properties to be developed within one year, and "Group 2" properties to be developed within two years, and (ii) to be granted an option to acquire additional tax delinquent parcels identified as the "Option Properties" on the attached Exhibit A for future housing development; 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, (iii) transfer title to the Development Properties to Purchaser, and (iv) grant an option to Purchaser to acquire and develop the Option Properties under steps (i) through (iii) above upon the successful completion of development of the Group 1 properties, 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 Development Properties and the Option Properties as set forth herein is consistent with the BLBA's Mission and the BLBA's Administrative Policies and Procedures.

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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 East Lake Initiative 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 (iv) grant an option to Purchaser to acquire and develop the Option Properties under steps (i) through (iii) above upon the successful completion of development of the Group 1 properties, and East Lake Initiative will develop housing on such properties under the terms and conditions of such Agreement.
2. This Resolution shall be effective immediately upon passage.

RESOLUTION 10.6.22.5

Exhibit A

App #	Parcel	Address	Purchase Price	Plans
6507	012300153031007000	6609 DIVISION AVE	\$5,000	New Construction
6698	012300153030005000	6608 DIVISION AVE	\$5,000	New Construction
6508	012300153031009000	6601 DIVISION AVE	\$5,000	New Construction
6509	012300153031004000	6617 DIVISION AVE	\$5,000	New Construction
6510	012300153012010000	6808 DIVISION AVE	\$5,000	New Construction
6688	012300153031005000	6615 DIVISION AVE	\$5,000	New Construction
6689	012300153012014000	6824 DIVISION AVE	\$5,000	New Construction
6690	012300153012015000	6828 DIVISION AVE	\$5,000	New Construction
6691	012300153012016000	6832 DIVISION AVE	\$5,000	New Construction

RESOLUTION 10.6.22.6

RESOLUTION APPROVING A REQUEST FROM PAUL MIELKE TO EXTEND A CONSTRUCTION DEADLINE THAT EXPIRES ON MAY 17, 2023

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 June 18, 2020, the BLBA approved an application submitted by Paul Mielke (the “Purchaser”) for certain property located at 7425 3rd Avenue South, Birmingham, 35206 (the “Property”); and

WHEREAS, on or about March 17, 2021, the BLBA executed a Property Acquisition and Transfer Agreement (the “Contract”) with Purchaser for the sale and development of the Property; and

WHEREAS, on or about May 17, 2021, the BLBA sold and conveyed title to the Property to Purchaser; and

WHEREAS, as a material component of the consideration for the acquisition, clearing title and sale of the Property, Purchaser agreed to improve, develop and renovate the Property for sale; and

WHEREAS, Purchaser has informed the BLBA that he has not completed the development but has made improvements including replacing siding, repair of the front porch roof, preservation of historic windows and installation of custom windows; and

WHEREAS, Purchaser’s deadline to complete the development of the Property expires on or about March 17, 2023; and

WHEREAS, Section 10 of the Contract provides that if construction has begun but not completed on or before the Construction Deadline, “the parties shall have an additional thirty (30) days (the “Extension Period”) within which either Purchaser shall complete construction or the parties shall agree to a new construction deadline”; and

WHEREAS, Purchaser desires to extend the construction deadline prior to its expiration for an additional five months so that he can assign the Contract, upon approval from the BLBA, to a new buyer who will have 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 five-month extension to the construction deadline for the property located at 7425 3rd Avenue South is hereby approved.
2. The extended construction deadline shall expire on October 17, 2023.
3. This Resolution shall be effective immediately upon passage.

RESOLUTION 10.6.22.7

RESOLUTION APPROVING THE ASSIGNMENT OF A PROPERTY ACQUISITION AND TRANSFER AGREEMENT FROM PAUL MIELKE TO BIRMINGHAM INVESTMENTS 3, LLC

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 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 June 18, 2020, the BLBA approved an application submitted by Paul Mielke (the “Purchaser”) for certain property located at 7425 3rd Avenue South., Birmingham, 35206 (the “Property”); and

WHEREAS, on or about March 17, 2021, the BLBA executed a Property Acquisition and Transfer Agreement (the “Contract”) with Purchaser for the sale and development of the Property; and

WHEREAS, on or about May 17, 2021, the BLBA sold and conveyed title to the Property to Purchaser; and

WHEREAS, as a material component of the consideration for the acquisition, clearing title and sale of the Property, Purchaser agreed to improve, develop and renovate the Property for sale; and

WHEREAS, Purchaser has informed the BLBA that he has not completed the development because his prior business partner, who had new construction experience, has parted ways but he has made improvements including gutting the house, clearing trash, tree removal and yard work; and

WHEREAS, Purchaser’s investment in the Property is approximately Fifteen Thousand Seven Hundred Twenty-Eight and 76/100 Dollars (\$15,203.76), which his apportioned as follows: \$2,625.00 for five dumpsters (\$525.00/dumpster), \$4,818.76 for trash clearance, \$460.00 for one portable toilet for 2 weeks, \$6,100.00 for tree removal and yard work, and \$1,200.00 for 12 months of yard cutting at \$100/month; and

WHEREAS, Purchaser informed the BLBA that on or about April 28, 2022, Purchaser entered into a Purchase and Sale Agreement with Birmingham Investments 3, LLC (the “Buyer”), for a purchase price of Twenty-Two Thousand and No/100 Dollars (\$22,000.00); and

WHEREAS, Section 21 of the Contract restricts Purchaser’s ability to transfer or assign the Contract without the express written consent of the BLBA; and

WHEREAS, Purchaser desires to assign his rights and obligations under the Contract to Buyer for the completion of the development; and

WHEREAS, Buyer desires to assume all of Purchaser’s rights and obligations under the Contract, submit a Maintenance/Development plan, which will accompany the Assumption and Assignment Agreement, complete the development by the construction deadline, and sell the Property; and

WHEREAS, the BLBA finds that the assignment from Purchaser to Buyer, upon the submission of Buyer’s Maintenance/Development plan for the Property, coupled with the Buyer’s intent to complete the development of the Property fulfills both the public purpose of rehabilitating land and the BLBA’s mission to steward and dispose of property to its best use.

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

1. The Board hereby consents to the assignment of the Property Acquisition and Transfer Agreement executed by Paul Mielke to Birmingham Investments 3, LLC for the property located at 7425 3rd Avenue South., Birmingham, 35206.
2. The deed from Paul Mielke to Birmingham Investments 3, LLC shall state in full the BLBA’s deed restrictions as set forth in the deed from the BLBA to Paul Mielke.
3. An executed copy of the Assignment and Assumption Agreement, along with a copy of the recorded vesting deed and any other documents necessary to effect said assignment, shall be delivered to the BLBA office and remain on file.
4. Birmingham Investments 3, LLC shall submit a Maintenance/Development plan for the property, including a timeline and plan specifics prior to closing and shall complete the development of the property by the construction deadline.
5. This Resolution shall serve as written consent of the assignment in accordance with the Property Acquisition and Transfer Agreement and shall be effective immediately upon passage.

RESOLUTION

10.6.22.7 EXHIBIT A

(Sales Contract)



General/Financed Contract

Date 04/28/2022The undersigned Buyer(s) Birmingham Investments 3 LLC

(Print Name)

hereby agree(s) to purchase, and the undersigned Seller(s) PAUL MIELKE

(Print Name)

(Print Name)

hereby agree(s) to sell the following described real estate, together with all improvements,

shrubbery, planting, fixtures and appurtenances (the "Property") situated in the City of BIRMINGHAMCounty of JEFFERSON, Alabama, on the terms stated below:Address: 7425 3RD AVENUE SZip Code 35206

Legal Description: Lot _____ Block _____ Survey _____

Map Book _____ Page _____ Or complete parcel ID _____

Buyer and Seller acknowledge, in the event this contract is cancelled or not closed, fees or costs paid in advance may be non-refundable.**1. THE PURCHASE PRICE SHALL BE**\$ 22,000.00Earnest Money\$ 500.00**(A) FINANCING:** (Check as applicable)☒ (1) Buyer will pay cash or obtain a loan for the property with no financing contingency.

☐ (2) This contract is contingent on Buyer obtaining approval of a ☐ Conventional ☐ FHA ☐ VA ☐ USDA ☐ Alabama Housing Finance Authority Bond **OR** ☐ Other _____ loan in the amount of \$ _____ or _____% of the purchase price (excluding any financed loan costs) at the prevailing interest rate and loan costs. Attach the FHA/VA Amendatory clause if required.

Buyer will apply for financing within _____ days from finalized date (5 days if not specified) and will provide any and all credit, employment, financial and other information required by the lender. Either party may cancel this contract if Buyer, after using diligence and good faith, cannot obtain the financing as specified above. In this event, upon the execution of a mutual release by the buyer and seller, all earnest money shall be promptly refunded. If the purchase price exceeds the appraised value Buyer may elect to cancel this agreement and the earnest money shall be promptly refunded or Buyer and Seller may renegotiate the sales price.

(B) LENDER REQUIRED REPAIRS: If Lender requires any repairs to the property as a condition of Buyer's loan approval, and the Seller declines to pay for the required repairs, then the Buyer may cancel this contract and all earnest money will be refunded upon the execution and delivery of a mutual release. Seller agrees, if Buyer elects to cancel the Contract due to Seller's election not to pay any repairs required by Buyer's lender and, as a result, Buyer elects to cancel the Contract, to execute a mutual release authorizing the return of the Earnest Money to Buyer promptly upon receipt of the Notice of Cancellation and mutual release.

(C) LOAN CLOSING COSTS AND PREPAID ITEMS: Seller agrees to pay \$0 of Buyer's closing costs and/or prepaid expenses excluding Seller's half of the settlement fee and title insurance cost.

Paul Mielke DS
DM

2. CLOSING & POSSESSION DATES: The sale shall be closed and the deed delivered on or before 05/20/2022 8-31-2022

Possession is to be given at closing if the property is then vacant; otherwise, possession shall be delivered on AT CLOSING at _____ ☐ (AM) ☐ (PM). In the event Seller retains possession of the property beyond the day of closing Seller does hereby guarantee that at the date of surrender of occupancy by Seller, the property shall be in the same condition as of the day of closing. This provision shall survive the closing and delivery of the deed.

3. EARNEST MONEY & BUYER'S DEFAULT: In the event an offer or counteroffer is not accepted, the earnest money shall be returned to Buyer without a signed release. Seller and Buyer hereby direct the Listing Broker to hold the earnest money until this contract has been accepted and signed by all parties (finalized date), at which time the earnest money shall be promptly deposited into its escrow account. In the event the title is not insurable pursuant to Section 5 of the Contract, or if the terms of purchase are contingent upon Buyer's ability to obtain lender approval, or if other contingencies as specified herein cannot be met, this earnest money deposit is to be refunded. In the event the sale does not close, a separate mutual release signed by all parties to this contract will be required before any Earnest Money will be disbursed.



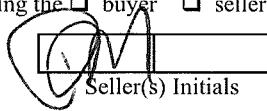
In the event either Buyer or Seller claim the Earnest Money without the agreement of the other party, the holder of the escrowed funds, in accordance with Alabama Real Estate License Law Administrative Section 790-X-3-.03 (4) (5) must either retain the escrowed funds until there is a written agreement among the parties or interplead the disputed portion of the funds into the appropriate court, and shall be entitled to deduct from the escrowed funds for court costs, attorney fees and other expenses relating to the interpleader. Seller, at Seller's option, may cancel this agreement if the Earnest Money check is rejected by the financial institution. In the event of default by Buyer, all deposits made hereunder may be forfeited as liquidated damages at the option of Seller, provided Seller agrees to the cancellation of this contract, or alternatively, Seller may elect to retain such deposits and pursue his legal or equitable remedies if any hereunder against Buyer.

4. AGENCY DISCLOSURE:

The Listing Company is: KELLER WILLIAMS HOMEWOOD

(Two blocks may be checked)

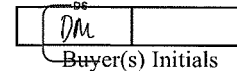
- ☒ An agent of the seller
☐ An agent of the buyer
☐ An agent of both the seller and buyer, and
is acting as a limited consensual dual agent
☐ Assisting the ☐ buyer ☐ seller as a transaction broker


Seller(s) Initials

The Selling Company is: REALTY SOUTH CRESTLINE

(Two blocks may be checked)

- ☐ An agent of the seller
☒ An agent of the buyer
☐ An agent of both the seller and buyer, and
is acting as a limited consensual dual agent
☐ Assisting the ☐ buyer ☐ seller as a transaction broker


Buyer(s) Initials

5. TITLE INSURANCE: Seller agrees to furnish Buyer a standard ALTA form Owner's Title Insurance Policy from a title insurer licensed and authorized to issue title insurance policies in the State of Alabama in the amount of the purchase price, insuring Buyer against loss on account of any defect or encumbrance in the title, subject to exceptions herein, including Sections 6 and 8 below; otherwise, the Earnest Money shall be refunded. In the event both Owner's and Mortgagee's title policies are obtained at the time of closing, the total expense of procuring the two policies will be divided equally between Seller and Buyer, even if the mortgagee is Seller. Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the property.

6. SURVEY: Buyer ☐ does ☒ does not require a survey by a registered Alabama land surveyor of Buyer's choosing. Available information indicates that the property ☐ is ☒ is not located in a flood plain, but this will be confirmed by a flood plain certification and/or the surveyor's statement in the survey which is the responsibility of Buyer. Further, unless otherwise agreed herein, the property is purchased subject to utility easements, residential subdivision covenants and restrictions if any, and building lines of record if any. It is the responsibility of Buyer to determine, prior to closing of this contract, whether or not the foregoing or other matters revealed by the survey or title insurance commitment, materially impairs the use of the property for Buyer's intended purposes. Unless otherwise agreed herein, the survey shall be at Buyers expense. (NOTE: Lender or title insurer may require a survey.) **RealtySouth recommends a new survey on all purchases.**

7. PRORATIONS: Ad valorem taxes, as determined on the date of closing, homeowners association and/or condominium association dues, fire district, library district or other dues/fees, if any, are to be prorated between Seller and Buyer as of the date of delivery of the deed. Unless otherwise agreed herein, all ad valorem taxes, except municipal, are presumed to be paid in arrears for the purposes of proration: municipal taxes, if any, are presumed to be paid in advance. Seller represents and warrants that the Property ☐ is ☒ is not currently subject to Class III residential property tax classification. If Seller states property is classified as Class III Property and this representation is in error, Seller will reimburse to Buyer any additional property tax which is in excess of that which would be due had the property been classified as Class III property for the current tax year. This obligation will survive the closing and delivery of the deed.

8. CONVEYANCE: Seller agrees to convey the property to Buyer by ☒ General, or ☐ Statutory/Special warranty deed (General Warranty Deed if neither box is checked) free of all encumbrances except as permitted in this contract. Seller and Buyer agree that any encumbrances not herein excepted or assumed may be satisfied at the time of closing from the sales proceeds. The Property is sold and is to be conveyed subject to any mineral and/or mining rights not owned by Seller, utility easements, subdivision covenants and restrictions and subject to present zoning classification RESIDENTIAL. Check here ☐ if Buyer desires title as joint tenants with right of survivorship.

9. HOME WARRANTY: Subject to limitations, exclusions, and deductibles, Buyer ☐ does ☒ does not require a Home Warranty Policy effective for one year from date of closing to be paid by ☐ Buyer ☐ Seller at cost not to exceed \$_____.

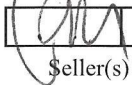
10. NECESSITY OF INSPECTIONS: Buyer acknowledges and agrees that Alabama law imposes a duty on Buyer to thoroughly inspect a property, for defects or otherwise, in accordance with the terms of this contract and prior to closing the sale. Buyer further acknowledges and agrees that Buyer is aware that professional inspection services and/or contractors may be engaged for this purpose and that RealtySouth and its sales associates strongly recommend the use of such professionals but endorse none of them. In fulfilling these duties Buyer acknowledges that RealtySouth advises against utilizing previous Seller-acquired inspection reports, allowing the Seller to pay for such inspection reports, or using an inspector recommended by Seller. Buyer understands and agrees that RealtySouth and its sales associates do not possess the expertise to determine the condition of a property, and therefore, Buyer will not rely on any statements or omissions made by RealtySouth or its sales associates regarding the condition of a property. Buyer understands that if a sales associate accompanies Buyer on an inspection or walk-through of the property it will be as a courtesy and not as a person qualified to detect any defects. **After closing of this sale, (subject to Seller's obligations under Section 2 of this Contract, pertaining to Seller's post-closing occupancy of the Property, if any) all conditions of the property are the responsibility of Buyer.**

11. CONDITION OF PROPERTY: Neither Seller nor Broker nor any Sales Associate makes any representations or warranties regarding condition of the Property except to the extent expressly set forth herein. Buyer has the obligation to determine any and all conditions of the



Property material to Buyer's decision to buy the Property, including but not limited to, including, but not limited to general home inspection, sewer lines inspection, structural inspection, radon testing, EIFS inspection, HVAC inspection, drywall, and/or lead based paint inspection, the condition of the heating, cooling, plumbing and electrical systems and any built-in appliances; the roof and the basement, including leaks therein; the presence of asbestos or toxic mold; the presence of arsenic in treated wood; the school districts for the subject property; the presence of Chinese dry wall; the size and area of the property; construction materials and workmanship; the proper construction of any improvements located upon the Property; structural condition; utility and sewer or septic system availability, condition and location; subsurface and subsoil conditions, sinkholes and mining or other soil conditions including radon or other potentially hazardous gases or toxic materials; presence of, or damage from, wood destroying insects and/or fungus (Wood Infestation Report); Property access, easements, covenants, restrictions, developments, structures and any matters affecting the character of the neighborhood. Buyer shall have the obligation to determine the condition of the property in accordance with "A" or "B" below. Unless otherwise excepted, Seller will provide access and utilities for Buyer's inspections, if any, until closing. NOTE: Lenders and/or public authorities may require certain investigations such as termite and septic tank inspections (for which repairs may be required). **THIS DOES NOT REPLACE BUYER'S DUTY TO THOROUGHLY INSPECT THE PROPERTY PRIOR TO CLOSING.**

(A) SALE OF PROPERTY NOT CONTINGENT UPON INSPECTIONS: Buyer agrees to accept the property in "AS IS" condition. Seller gives **no** warranties on any systems or appliances being in good working order either now or at the time of closing and in consideration for this price, Buyer accept total responsibility for all repairs, improvements, and/or defects in the property. This provision does not apply to warranties of title to the Property evidenced by the Warranty Deed delivered to Buyer pursuant to Section 8 of this Contract.


Seller(s) Initials


Buyer(s) Initials

~~**(B) SALE OF PROPERTY CONTINGENT UPON INSPECTIONS:** Buyer reserves the right to conduct any inspections of the Property either personally or through others of Buyer's choosing at Buyer's expense, for a period of 7 days (the "Inspection Period") from the Agreement Acceptance Date. Buyer and Seller acknowledge that wood infestation, septic inspections and survey do not fall under the time frames of paragraph 11. Unless otherwise excepted, Seller will provide access and utilities for Buyer's inspections until time of closing.~~

~~
Seller(s) Initials~~

~~
Buyer(s) Initials~~

~~(1) If such inspections reveal conditions that are unsatisfactory to Buyer, Buyer, at Buyer's sole discretion, may either (a) terminate this contract or (b) request that Seller correct the unsatisfactory conditions. Buyer shall exercise either option by written notice delivered to Seller within 3 days (Three (3) days if blank) after the inspections have been completed and inspection reports have been received by Buyer or Buyer's agent.~~

~~(2) If Buyer elects to terminate this contract as a result of any of the Buyer's inspections, Seller agrees to promptly sign the mutual release directing the return of Buyer's earnest money to Buyer.~~

~~(3) If Buyer instead requests Seller to correct unsatisfactory conditions, Seller shall respond to Buyer by written notice within 2 days (Two days if blank) of receipt of such request as to whether Seller is willing to correct the unsatisfactory conditions. If Seller elects not to correct the unsatisfactory conditions, or if no response is received from Seller within said period, Buyer may elect either (a) to terminate this contract by written notice of cancellation to the Seller and recover the earnest money, or (b) to waive in writing the request for correction of unsatisfactory conditions and proceed to close the sale.~~

~~(4) It shall be conclusively deemed acceptance of the property, including ordinary wear and tear until the closing, if Buyer fails to notify Seller in writing of any unsatisfactory conditions or fails to notify Seller in writing of this election to terminate this contract as herein provided.~~

~~
Seller(s) Initials~~

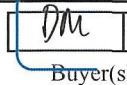
~~
Buyer(s) Initials~~

NOTE: "Ordinary wear and tear," as used in "B" above shall not be deemed to include material failure of the heating, cooling, plumbing and electrical systems or built-in appliances.

12. WALK-THROUGH INSPECTION: Buyer has the obligation to conduct a walk-through to inspect the Property prior to closing to determine if the items to be repaired by Seller under Section 11(B) have been satisfied. If Buyer determines any of the following: (a) a condition under Section 11(B) has not been satisfied; (b) systems as described in the "NOTE" portion of Section 11 are not functioning; or (c) new defects have arisen since Buyer's acceptance of property under Section 11(B), then Buyer shall immediately notify Seller. If Seller refuses to pay for any repairs or correct any defects requested by Buyer, Buyer may proceed with the closing or cancel the contract and recover the earnest money, or elect to pursue any remedies that the Buyer may have at law or equity for Seller's alleged breach of Seller's obligations under the Contract.

Buyer shall be required to sign a final PRE-CLOSING INSPECTION OF PROPERTY, indicating that the Property is acceptable and that all terms of Section 11(B) have been satisfied unless otherwise noted on form. If Buyer fails to conduct this walk-through inspection, Seller's obligations will be deemed fulfilled. Buyer understands that if a sales associate accompanies Buyer on an inspection or walk-through of the property it will be as a courtesy and not as a person qualified to detect any defects. After closing all conditions of the property are the responsibility of the Buyer subject to Seller's post-closing occupancy obligations, if any, under Section 2 of this Contract.


Seller(s) Initials

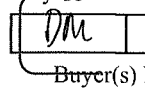

Buyer(s) Initials



13. ADDITIONAL INSPECTIONS AND/OR DISCLOSURES:

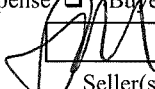
(A) SEWER/SEPTIC SYSTEMS: Seller represents that property ☒ is ☐ is not connected to municipal or private sewer disposal system and all sewer charges, including service, impact and connection fees have been paid. Seller represents that the property ☐ is, ☒ is not connected to a septic tank waste disposal system. If property is on a septic tank system, Buyer ☐ does ☒ does not require a septic system cleaning and inspection at Buyer(s) expense. RealtySouth recommends that Purchaser have the septic tank system inspected by a professional. The representations made by Seller in this Section 13(A) shall survive the closing and delivery of the deed.

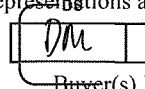

Seller(s) Initials


Buyer(s) Initials

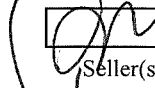
(B) TERMITE AND/OR WOOD INFESTATION/FUNGUS:

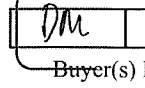
(1) CONTRACT: Buyer ☐ does ☒ does not require a termite contract. If a contract is required and Seller has an existing transferable contract, the contract may be transferred at ☐ Seller's expense ☐ Buyer's expense. If a new contract is required, the cost shall be at ☐ Seller's expense ☐ Buyer's expense. RealtySouth makes no representations as to the terms or conditions of the termite contract.


Seller(s) Initials


Buyer(s) Initials

(2) WOOD INFESTATION REPORT: Buyer ☐ does ☒ does not require a wood infestation report. If required by Buyer, Lender, or Termite Company, the cost of a wood infestation report shall be at Buyer's expense.


Seller(s) Initials


Buyer(s) Initials

(C) LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS: Lead-based paint and/or lead-based paint hazard disclosure is required for property built on or before 1978. Property ☒ was ☐ was not built prior to 1978 and addendum signed by Sellers and Buyers is attached.

14. BUYER AND SELLER HEREBY ACKNOWLEDGE AND AGREE: That RealtySouth, its officers, directors, employees, brokers, and sales associates shall not be held responsible or liable for any obligations or agreements that Buyer or Seller have to one another hereunder and shall not be held responsible for any representation or the passing of any information to or from Buyer or Seller and, agree to discharge and release RealtySouth, its officers, directors, employees, brokers, and sales associates from any claims, demands, damages, actions, causes of actions or suit at law arising from the sale of said property and shall include but not be limited to the condition of the heating, cooling, plumbing, water and electrical systems and any built-in appliances; the roof and the basement, including leaks therein; the presence of asbestos; the school districts for the subject property; the presence of Chinese dry wall; the presence of arsenic in treated wood; the presence of toxic mold; the size and area of the property; workmanship or construction materials, including floors; structural condition; utility and sewer or septic system condition, availability and location; the investment or resale value of the property; pending condemnation proceedings, subsurface or subsoil conditions, sinkholes, and mining or other soil conditions, including radon or other potentially hazardous gases or toxic materials; existence of, or damage from, wood destroying insects and/or fungus; property access, easements, covenants, restrictions, developments, structures and any matters affecting the character of the neighborhood; the past, present, or future financial stability of the builder developer or the future insurability of the property; or the compliance of the builder or developer under any builder/developer warranty; builders, developers or Seller's compliance with any covenants and restrictions affecting the Property, appurtenances thereto or any related mortgage terms and conditions.

15. SELLER WARRANTIES that Seller has not received notification from any lawful authority regarding any assessments, pending assessments, pending public improvements, pending condemnation proceedings, repairs, replacements, or alterations to the property that have not been satisfactorily made. Seller warrants that there is no unpaid indebtedness on or affecting Property, or for labor or materials furnished to the Property the property except as described in this contract. These warranties shall survive the closing and delivery of the deed.

16. RISK OF LOSS: If the property is destroyed or materially damaged between the date hereof and the closing, and Seller is unable to restore it to its previous condition prior to closing, the Buyer shall have the option of canceling this contract and recovering the earnest money, provided that the notice of cancellation is delivered to Seller or Seller's agent prior to closing, or accepting the property in its damaged condition. If Buyer elects to accept the property in its damaged condition, any insurance proceeds otherwise payable to Seller by reason of such damage shall be applied to the balance of the purchase price or otherwise be payable to Buyer. It is Buyer's responsibility to ensure that Buyer has procured adequate insurance effective provided at the time of closing.

17. SELECTION OF SETTLEMENT/CLOSING AGENT: Buyer and Seller hereby agree that the closing of this transaction shall be conducted by a closing attorney or title insurance company and Buyer and Seller ☒ do ☐ do not agree to share equally the settlement or closing charge imposed by the settlement agent. Buyer and Seller acknowledge and agree that such sharing may involve a potential conflict of interest and they may be required to execute an affidavit at closing acknowledging their recognition and acceptance of same. The parties further acknowledge that they have a right to legal representation of their own choosing, at their own expense, at all times in connection with this contract and the closing of this transaction.

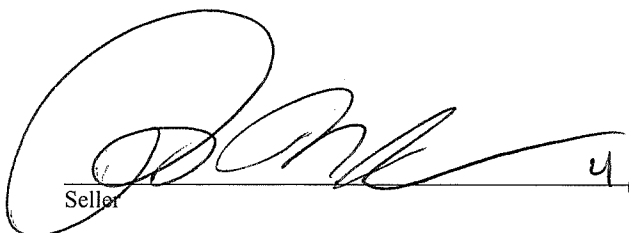
18. PERSONAL PROPERTY: Any personal items remaining with the property shall be at no additional cost to Buyer; shall not add to the value of the property; shall be in "AS IS" condition with no warranties, unless otherwise agreed herein; shall be unencumbered at the time of closing; and shall be only that which is currently on the premises or on an itemized list or addendum attached hereto (said list to be specific as to description and location of such items). The provisions of this Section 18 shall survive the closing and delivery of the deed.

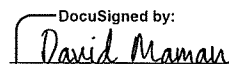


19. OTHER OFFERS WHILE PURCHASER'S OFFER IS PENDING: Buyer acknowledges that offers other than the Buyer's may have been made or may be made before Seller acts on the Buyer's offer or counteroffer or while Seller is considering Buyer's offer or counteroffer. Seller expressly reserves the right to accept, reject, counter or withdraw any offer or counteroffer at any time prior to one of the offers becoming the primary contract.

20. ENTIRE AGREEMENT: This contract constitutes the entire agreement between Buyer and Seller regarding the property, and supercedes all prior discussions, negotiations and agreements between Buyer and Seller, whether oral or written. Neither Buyer, Seller, Broker, nor any sales associate shall be bound by any understanding, agreement, promise, or representation concerning the property, expressed or implied, not specified herein. **This is a legally binding contract. If you do not understand the legal effect of any part of this contract, seek legal advice before signing.** It is agreed to by all parties to this contract that signatures may be obtained on facsimile copies for the purposes of contractual agreement. Therefore, these facsimile signatures shall be deemed legal and binding.

21. ADDITIONAL PROVISIONS set forth on the attached addenda _____ and signed by all parties are hereby made a part of this contract.

 4/29/22
 Seller _____ (Date)

DocuSigned by:
 4/29/2022
 Buyer _____ (Date)
 F05EDCAF07A1436...

Seller _____ (Date)

Buyer _____ (Date)

EARNEST MONEY: Receipt is hereby acknowledged of the earnest money as herein set forth.

AGENCY: ☐ CANOPY TITLE ☐ Cash ☐ Check By _____ Date _____

Date Contract Finalized: 5/3/2022 (Date on which last party signed or initialed acceptance of final offer).



BUYER'S DISCLOSURE STATEMENT: VERY IMPORTANT DOCUMENT-PLEASE READ CAREFULLY

This Disclosure Statement has been completed by Buyer and not the Broker or Agent. It is hereby made a part of this purchase agreement regarding the property at 7425 3RD AVENUE S BIRMINGHAM AL 35206.

BUYER IS ADVISED EITHER PERSONALLY, OR THROUGH OTHER OF BUYER'S CHOOSING, TO INSPECT THE PROPERTY AND NOT RELY ON ANY VERBAL, PRINTED OR WRITTEN DESCRIPTION OF PROPERTY.

1. Buyer understands that lenders may require certain inspections such as termite inspection, septic tank inspection, well water inspection, re-inspection of repairs required by and completed as per appraisal; and that although the results of these inspections may satisfy the requirements of these authorities, they may not meet the requirements of Buyer. Buyer is responsible for determining any of the above conditions of the property material to Buyer's decision to buy the property. **Buyer's Initials** DM
2. Buyer understands that Seller is not obligated to make repairs to the property except those specifically stated in the purchase agreement. Any lender-required repairs are only repairs required by the lender or the appraiser. Neither Seller nor Buyer is obligated to make repairs required on the appraisal, if any. Buyer should not rely on an appraiser to require or discover needed repairs. An appraiser is not a licensed contractor or a qualified home inspector. **Buyer's Initials** DM
3. Buyer understands that Broker^{PS} and Agent are not responsible for the performance of any repairs, replacements and/or improvements to the property. **Buyer's Initials** DM
4. A Home Warranty should not be purchased in lieu of a professional home inspection. A Home Warranty is subject to many exclusions, including but not limited to, any conditions that pre-exist the purchase of the property. **Buyer's Initials** DM
5. Note the words "working order" in the purchase agreement. This does not obligate Seller to repair or have work done to put appliances and/or systems in perfect or better working condition i.e. cleaning the heating units, working on plumbing with slow drains or low water pressure, etc. These conditions need to be handled before the inspection contingency is removed and not at the "walk-through" just before closing. **Buyer's Initials** DM
6. Buyer understands that the Wood Infestation Report is a VISUAL inspection of ACCESSIBLE areas. This inspection does not guarantee that there are no termites, other wood destroying insects or fungus in inaccessible areas. There are no warranties after this inspection except those covered under a Termite Protection Plan (contract--with its limitations). Broker^{PS} and agents are not liable for infestations, damage, or fungus detected or not detected by termite inspection companies. **Buyer's Initials** DM
7. Buyer understands that any statements as to the square footage and room sizes (living area) of the structure are an estimate only and are not warranted to be exact or accurate by Seller, Broker, or Agent. Buyer is responsible for determining square footage that would be material to Buyer's decision to buy the property. **Buyer's Initials** DM
8. Buyer understands that any statement including, but not limited to easement, encroachments, overlaps, fences off true property lines, boundary line disputes or flood zones are not warranted to be accurate by Seller, Broker, or Agent. Whether a survey is required or not by Lender, Buyer is advised to obtain a current survey of the property to verify the above. **Buyer's Initials** DM
9. Buyer understands that Broker and Agent DO NOT WARRANT the condition of this house, the property on which it is located or any of the heating, cooling, plumbing and electrical systems or any appliances. Buyer understands that Seller DOES NOT WARRANT the condition of this house, the property on which it is located or any^{PS} of the heating, cooling, plumbing or electrical systems or any appliances, other than as stated in the purchase agreement. **Buyer's Initials** DM
10. Buyer understands and agrees that any recommendations by Broker or Agent or professional contractor or inspectors are strictly as a courtesy to the Buyer; Buyer's choice of contractors or inspectors is the responsibility of Buyer; Brokers and Agents do no warrant the performance of contractors or inspectors; Buyer also agrees that Seller, Brokers and Agents are not responsible or liable for any conditions of the property that may not be detected by inspections performed by Buyers, anyone acting on behalf of Buyers, including but not limited to, contractors and inspectors. **Buyer's Initials** DM

DocuSigned by:

David Maman4/29/2022Buyer
F05EDCAF07A1436...

(Date)

Buyer

(Date)



RESOLUTION 10.6.22.8

RESOLUTION APPROVING A REQUEST FROM LOIS BROWN TO EXTEND A CONSTRUCTION DEADLINE THAT EXPIRED ON AUGUST 18, 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 June 18, 2020, the BLBA approved an application submitted by Lois Brown (the “Purchaser”) for certain property located at 3001 15th Avenue North, Birmingham, 35234 (the “Property”); and

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

WHEREAS, on or about August 14, 2020, the BLBA executed a Property Acquisition and Transfer Agreement (the “Contract”) with Purchaser for the sale and development of the Property; and

WHEREAS, on or about August 18, 2020, the BLBA sold and conveyed title to the Property to Purchaser; and

WHEREAS, as a material component of the consideration for the acquisition, clearing title and sale of the Property, Purchaser agreed to improve, develop and renovate the Property for sale; and

WHEREAS, Purchaser has informed the BLBA that she has not completed the development due to increase of material costs and Covid-19 but she has repaired the foundation and has rebuilt 90% of the interior and exterior of the house for an investment in excess of \$275,000.00; and

WHEREAS, Purchaser’s deadline to complete the development of the Property expired on or about August 18, 2022; and

WHEREAS, Section 18 of Purchaser’s Contract provides 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 for an additional six 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 six-month extension to the construction deadline for the property located at 3001 15th Avenue North, Birmingham, 35234 is hereby approved.
2. The extended construction deadline shall expire on February 18, 2023.
3. This Resolution shall be effective immediately upon passage.

RESOLUTION

10.6.22.8 EXHIBIT A

(Extension Request & Photos)

Request for Extension Form

Email *

20loisbrown@gmail.com

Date: *

MM DD YYYY

07 / 26 / 2022

Property Address: *

3001 15th Ave N

Owner Name: *

Lois Brown

Owner Address: *

1437 Stoneykirk Rd Pelham , AL 35124

Phone Number: *

(205)369-1663

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

August 2020 Deadline August 2022 Requesting a 6 months extension.

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

COVID and increase in cost of material.

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

Foundation redone, exterior and interior rebuilt, 90% new built in excess of \$275,000.

Please Attach Photographs of All Completed Work. *



13EF483A-04B4-...



51EE6800-72D2-...



EECDF2DC-7CE4...



3C0B237B-9070-...



62B28C4B-F0E8-...



A3B1A568-FA8D-...



0CBF0024-157E-...



A1F69078-4797-...



9375088D-E104-...

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

Trim work, tile of bath rooms, flooring, cabinets, paint of interior and exterior and landscaping.

Please Attach Photographs of All Remaining Work. *



EAF650C5-462B-...



DA06DF8E-E604-...



9D4ABF99-4C8B-...



99EA4056-5A38-...



B2C60467-5C05-...



7C113AC4-9D44-...



29B2FC20-03B3-...



DD1C7D93-A398...



A0949D9A-B2FF-...

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) *

I have received no mailing from the Land bank. Mailing address on file is correct.

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RESOLUTION 10.6.22.9

RESOLUTION APPROVING A REQUEST FROM JULIAN WORLEY AND RAVEN BENNETT TO EXTEND A CONSTRUCTION DEADLINE EXPIRING ON NOVEMBER 5, 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 September 2, 2021, the BLBA approved an application submitted by Julian Worley and Raven Bennett (the “Purchasers”) for certain property located at 1020 5th Street West, Birmingham, 35204 (the “Property”); and

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

WHEREAS, on or about September 28, 2021, the BLBA executed a Property Acquisition and Transfer Agreement (the “Contract”) with Purchaser for the sale and development of the Property; and

WHEREAS, on or about November 5, 2021, the BLBA sold and conveyed title to the Property to Purchaser; and

WHEREAS, as a material component of the consideration for the acquisition, clearing title and sale of the Property, Purchaser agreed to improve, develop and renovate the Property for sale; and

WHEREAS, Purchasers have informed the BLBA that they have not completed the development due to difficulties in finding contractors, material shortages and material price increases but have removed a squatter from the Property, removed all trash and debris from the property, secured missing windows and doors, and installed a lockbox and padlock on the front door for a total investment of Two Thousand Five Hundred Twenty-Nine and 39/100 (\$2,529.39); and

WHEREAS, Purchaser’s deadline to complete the development of the Property expires on or about November 5, 2022; and

WHEREAS, Section 20 of Purchaser's Contract provides 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 an eight-month extension to the construction deadline for the property located at 1020 5th Street West, Birmingham, 35204 is hereby approved.
2. The extended construction deadline shall expire on July 5, 2023.
3. This Resolution shall be effective immediately upon passage.

RESOLUTION

10.6.22.9 EXHIBIT A

(Extension Request & Photos)

Request for Extension Form

Email *

julian_worley@yahoo.com

Date: *

MM DD YYYY

07 / 05 / 2022

Property Address: *

1020 5th ST W Birmingham AL 35204

Owner Name: *

Julian & Raven Worley

Owner Address: *

1977 Thomasville Estates dr

Phone Number: *

[8566254195](tel:8566254195)

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

Purchase date 11/8/21 construction deadline 5/8/22 extension 8 months

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

All of the preferred work force are booked out for Months at a time. Also material shortages and material price increases are all reason why we need an extension.

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

We had to deal with a squatter that lived in the property for years before we purchased the property. Once he was moved from property we were able to remove all the trash/debris from the property and secure missing windows and doors. Also installed a lockbox and padlock on the front door for access. \$2529.39 is the current dollar amount invested. This was spent on trash removal, dumpster, securing property and yard maintenance.

Please Attach Photographs of All Completed Work. *

 DED1A1D3-0B3E...

 59A50C51-5772-...

 31330683-3DDC-...

 08D93163-739E-...

 E01B6B84-DA42-...

 11484428-621C-...

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

Still need to do framing, mechanicals, insulation, drywall, floors, tile, kitchen bath, paint, roof etc

Please Attach Photographs of All Remaining Work. *

 99F9D921-015A-...

 DB98EF6C-E038-...

 BD2F585D-BBCE...

 190740A0-5EC8-...

 342C44F1-36E8-...

 463E5183-96C0-...

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) *

No mailing was received but we got a call from Chelsea from the land bank, she then provided us with an extension packet. Our current mailing address is 1977 Thomasville estates dr atl ga 30315

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RESOLUTION 10.6.22.10

RESOLUTION APPROVING A REQUEST FROM GRACE LOVE PROPERTIES, LLC TO EXTEND TWO CONSTRUCTION DEADLINES 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 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 a 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 housing for college students, homeless veterans or medium income families; and

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

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

WHEREAS, Section 10 of the Contracts provide that if construction has begun but not completed on or before the Construction Deadline, “the parties shall have an additional thirty (30) days (the “Extension Period”) within which either Purchaser shall complete construction or the parties shall agree to a new construction deadline”; 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 properties located at 906 6th Avenue West and 612 9th Street West, Birmingham, 35204 are hereby approved.
2. The extended construction deadlines 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. *

 8AD0FI49-72E7-...

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. *

 3276F043-2FB2-...

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 10.6.22.11

RESOLUTION AMENDING RESOLUTION NO. 5.5.22.5 AUTHORIZING THE BLBA TO EXERCISE ITS OPTION TO REGAIN TITLE TO PROPERTY LOCATED AT 1014 5TH STREET WEST

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 November 5, 2020 the BLBA approved an application submitted by Samuel Rasberry (the “Purchaser”) for certain property located at 1014 5th Street West, Birmingham, 35204 (the “Property”); and

WHEREAS, on or about December 14, 2020 the BLBA executed a Property Acquisition and Transfer Agreement (the “Contract”) with Purchaser for the sale and development of the Property; and

WHEREAS, on or about February 5, 2021, the BLBA sold and conveyed title to the Property to Purchaser; and

WHEREAS, as a material component of the consideration for the acquisition, clearing title and sale of the Property,³ Purchaser agreed to improve, develop and renovate the Property as Purchaser’s personal residence; and

WHEREAS, Purchaser removed brush, debris, and contents of the home, including old furniture, clothes, and appliances, demolished walls in fire damaged areas of the house but did not complete the development; and

WHEREAS, Purchaser’s deadline to complete the development of the Property expired on or about February 5, 2022; and

WHEREAS, on February 22, 2022, Purchaser requested a twelve-month extension to complete the development of the Property; and

WHEREAS, on March 3, 2022, at its regular meeting, the BLBA delayed said request pending Purchaser’s submission of a written contract for the remaining work on the Property and evidence of his contractor’s home builder’s license; and

WHEREAS, on April 5, 2022, Purchaser informed the BLBA that he was withdrawing his request to extend the construction deadline and desired to relinquish the Property; and

WHEREAS, Section 15 of Purchaser's Contract provides that the BLBA may exercise its option to regain title to the Property if an event of default occurs, which is not cured within the applicable cure period; and

WHEREAS, an event of default includes the failure of Purchaser to achieve substantial compliance as evidenced by a Certificate of Substantial Compliance on or before the construction deadline or any extension made pursuant to Purchaser's Contract; and

WHEREAS, the BLBA acknowledges that it would not have agreed to sell the Property to Purchaser absent Purchaser's commitment to develop the Property and desires to exercise its option to regain title to the Property to facilitate the development of the Property;

WHEREAS, the Contract requires that prior to exercising the option to regain title, the BLBA shall have a reasonable period of time to examine, inspect and investigate the Property to determine, in the BLBA's sole discretion, whether the Property is acceptable to the BLBA; and

WHEREAS, on May 5, 2022, the BLBA Board adopted Resolution 5.5.22.5 concerning the matters addressed in this Resolution, but upon further consideration, the Board has determined that further action is required to make the terms consistent with the Contract;

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

1. Paragraph 3 of Resolution No. 5.5.22.5 is hereby amended by striking the language contained therein in its entirety and replacing it with the following:

The terms to repurchase the Property shall be in accordance with the Contract.

2. Except as expressly provided for herein, all other terms of Resolution No. 5.5.22.5 shall remain in full force and effect.

3. This Resolution shall be effective immediately upon passage.