

**REGULAR MEETING
COUNCIL OF THE CITY OF MONTGOMERY
FEBRUARY 17, 2015 – 5:00 P.M.**

The Council met in regular session on Tuesday, February 17, 2015, at 5:00 p.m., in the Council Auditorium, City Hall, with the following members present:

PRESENT:	BOLLINGER, SMITH, LARKIN, BURKETTE, CALHOUN, DOW, LEE, PRUITT, JINRIGHT	--9
ABSENT:	NONE	--0

President Charles Jinright presided as Chairman of the meeting, and Brenda Gale Blalock, City Clerk, served as the Clerk of the meeting. The meeting was opened with the invocation by Brenda Gale Blalock, and the Pledge of Allegiance.

Councillor Dow made a motion to adopt the February 3, 2015, Work Session Minutes, as circulated, which motion carried with the following vote:

AYES:	BOLLINGER, SMITH, LARKIN, BURKETTE, CALHOUN, DOW, LEE, JINRIGHT	--8
NAYS:	NONE	--0
ABSTAINED:	PRUITT	--1
ABSENT:	NONE	--0

Councillor Larkin made a motion to adopt the February 3, 2015, Regular Council Minutes, as circulated, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the following proposed ordinance:

ORDINANCE NO.

ORDINANCE PROHIBITING TOBACCO USE WITHIN THE CITY OF MONTGOMERY

WHEREAS, the 2006 U.S. Surgeon General's Report, The Health Consequences of Involuntary Exposure to Tobacco Smoke, has concluded that (1) secondhand smoke exposure causes disease and premature death in children and adults who do not smoke; (2) children exposed to secondhand smoke are at an increased risk for sudden infant death syndrome (SIDS), acute respiratory problems, ear infections, and asthma attacks, and that smoking by parents causes respiratory symptoms and slows lung growth in their children; (3) exposure of adults to secondhand smoke has immediate adverse effects on the cardiovascular system and causes coronary heart disease and lung cancer; (4) there is no risk-free level of exposure to secondhand smoke; (5) establishing smokefree workplaces is the only effective way to ensure that secondhand smoke exposure does not occur in the workplace, because ventilation and other air cleaning technologies cannot completely control for exposure of nonsmokers to secondhand smoke; and (6) evidence from peer-reviewed studies shows that smokefree policies and laws do not have an adverse economic impact on the hospitality industry¹; and

WHEREAS, numerous studies have shown that exposure to secondhand smoke, a known carcinogen, causes disease and premature death in children and adults who do not smoke and that health hazards induced by breathing secondhand smoke may include lung cancer, heart disease, respiratory infection and decreased respiratory function; and

WHEREAS, secondhand smoke is particularly hazardous to elderly people, individuals with cardiovascular disease, and individuals with impaired respiratory function, including asthmatics and those with obstructive airway diseaseⁱⁱ; and

WHEREAS, the American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) has determined that there is currently no air filtration or other ventilation technology that can completely eliminate all the carcinogenic components in secondhand smoke and the health risks caused by secondhand smoke exposure, and recommends that indoor environments be smokefree in their entiretyⁱⁱⁱ; and

WHEREAS, business owners should, in the interest of public health, provide a work environment that does not expose workers or customers to unreasonably dangerous conditions and should take precautions not to expose workers or customers to toxic chemicals found in secondhand smoke.^v

NOW, THEREFORE the Council of the City of Montgomery finds that secondhand smoke is a danger to health, and a material public nuisance, and deems it appropriate to enact the following ordinance to (1) protect the public health and welfare by prohibiting smoking in public places and places of employment, (2) guarantee the right of nonsmokers, and (3) recognize the need to breathe smoke-free air.

Section 1. BE IT HEREBY ORDAINED by the Council of the City of Montgomery that Article VI, Code of the City of Montgomery, is hereby repealed and the following is hereby adopted to read in full as follows:

Section 2. Smoking in public places and places of employment

(a) **Definitions.** In this Section, the following definitions shall apply:

(1) "Bar" means an establishment that is devoted to the serving of alcoholic beverages for consumption by guests on the premises and in which the serving of food is only incidental to the consumption of those beverages, including but not limited to, taverns, night clubs, cocktail lounges, and cabarets.

(2) "Business" means a sole proprietorship, partnership, joint venture, corporation, or other business entity, either for-profit or not-for-profit, including retail establishments where goods or services are sold; professional corporations and other entities where legal, medical, dental, engineering, architectural, or other professional services are delivered; and private clubs.

(3) "City" means the City of Montgomery, Alabama

(4) "Cigar Bar" means an establishment with a permit or license to sell alcoholic beverages pursuant to the Code of Alabama Title 28 that satisfies all of the following:

(a) Generates 10% or more of its semi-annual gross revenue from the sale of alcoholic beverages for consumption on the premises by customers;

(b) Generates 80% or more of its semi-annual gross revenue from the rental of humidors and the sale of cigars; and

(c) Has a commercial walk-in grade humidor; and

(d) Does not allow individuals under the age of 19 to enter the premises.

- (e) Revenue generated from the sale of other tobacco products, including cigarettes or electronic smoking devices, shall not be used to determine whether an establishment satisfies the definition of a cigar bar.
- (5) "Cigar Lounge" means an establishment that derives more than 95% of its semi-annual gross revenue from the sale of cigars by customers. A cigar lounge does not allow individuals under the age of 19 to enter the premises, and does not have a permit or license to sell alcoholic beverages, but may serve food and nonalcoholic beverages for consumption on the premises by customers.
- (6) "Common Area" means a hallway, corridor, lobby, aisle, water fountain area, restroom, stairwell, interior and/or exterior general public entryway or exit, refreshment area, or restroom.
- (7) "Electronic Smoking Device Retail Store" means an establishment that does not allow individuals under the age of 19 to enter the premises, does not sell any food or beverages, and derives more than 95% of its semiannual gross revenue from the sale of electronic smoking devices and component parts.
- (8) "Employee" means a person who works for an employer, whether in consideration for direct or indirect monetary wages or profit.
- (9) "Employer" means a person, association, trust, or a business, including a municipal corporation, with one or more employees.
- (10) "Enclosed Area" means all space between a floor and a ceiling that is bounded on at least two sides by walls, doorways, or windows, whether open or closed. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent and whether or not containing openings of any kind.
- (11) "Health Care Facility" means an office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including but not limited to, hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing homes, long-term care facilities, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, psychiatrists, dentists, and all specialists within these professions. This definition shall include all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within health care facilities.
- (12) "Hookah Bar" means an establishment with a permit or license to sell alcoholic beverages pursuant to Code of Alabama Title 28 that satisfies all of the following:
- (a) Generates 10% or more of its semi-annual gross revenue from the sale of alcoholic beverages for consumption on the premises by customers;
 - (b) Generates 80% or more of its semi-annual gross revenue from the sale of shisha and the sale of accessories used for smoking shisha; and
 - (c) Does not allow individuals under the age of 19 to enter the premises.
 - (d) Revenue generated from the sale of other tobacco products, including cigarettes, cigars, or electronic smoking devices, shall not be used to determine whether an establishment satisfies the definition of a hookah bar.
- (13) "Place of Employment" means an area under the control of a public or private employer, including, but not limited to, work areas, private offices, employee lounges, restrooms, conference rooms, meeting rooms, classrooms, employee cafeterias,

hallways, construction sites, temporary offices, and vehicles. A private residence is not a "place of employment" unless it is used as a child care, adult day care, or health care facility.

(14) "Playground" means any park or recreational area designed in part to be used by children that has play or sports equipment installed or that has been designated or landscaped for play or sports activities, or any similar facility located on public or private school grounds or on City of Montgomery grounds.

(15) "Public Event" means an event which is open to and may be attended by the general public, including but not limited to, such events as concerts, fairs, farmers' markets, festivals, parades, performances, and other exhibitions, regardless of any fee or age requirement.

(16) "Public Place" means an area to which the public is invited or in which the public is permitted, including but not limited to, banks, bars, educational facilities, gambling facilities, health care facilities, hotels and motels, laundromats, parking structures, public transportation vehicles and facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, sports arenas, theaters, and waiting rooms. A private residence is not a "public place" unless it is used as a child care, adult day care, or health care facility.

(17) "Recreational Area" means any public or private area open to the public for recreational purposes, whether or not any fee for admission is charged, including but not limited to, amusement parks, athletic fields, beaches, fairgrounds, gardens, parks, plazas, skate parks, swimming pools, trails, and zoos.

(18) "Restaurant" means an eating establishment, including but not limited to, coffee shops, cafeterias, sandwich stands, and private and public school cafeterias, which gives or offers for sale food to the public, guests, or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term "restaurant" shall include a bar area within the restaurant.

(19) Retail cigar shop shall mean a commercial establishment that sells full-sized, hand-rolled cigars, which derives at least seventy (70) percent of its gross income from the sale of tobacco products sold on the premises.

(20) "Service Line" means an indoor or outdoor line in which one or more persons are waiting for or receiving service of any kind, whether or not the service involves the exchange of money, including but not limited to, ATM lines, concert lines, food vendor lines, movie ticket lines, and sporting event lines.

(21) "Shopping Mall" means an enclosed or unenclosed public walkway or hall area that serves to connect retail or professional establishments.

(22) "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form.

(23) "Sports Arena" means a place where people assemble to engage in physical exercise, participate in athletic competition, or witness sports or other events, including sports pavilions, stadiums, gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, and bowling alleys.

(b) **Public Places.** Smoking shall be prohibited in all enclosed public places within the City of Montgomery, including but not limited to, the following places:

- (1) Zoos, galleries, libraries, and museums.
- (2) Banks.
- (3) Bar and lounges.
- (4) Bingo facilities.
- (5) Child care and adult day care facilities.
- (6) Convention facilities.
- (7) Educational facilities, both public and private.
- (8) Elevators.
- (9) Gaming facilities, including bingo facilities.
- (10) Health care facilities.
- (11) Hotels and motels.
- (12) Laundromats.
- (13) Lobbies, hallways, and other common areas in apartment buildings, condominiums, trailer parks, retirement facilities, nursing homes, and other multiple-unit residential facilities.
- (14) Parking Structures
- (15) Polling places.
- (16) Private Clubs.
- (17) Professional Offices.
- (18) Public transportation vehicles, including buses and taxicabs, under the authority of the City of Montgomery, and ticket, boarding, and waiting areas of public transportation facilities, including bus, train, and airport facilities.
- (19) Restaurants and retail food production, including outdoor areas where food and beverages are served.
- (20) Restrooms, lobbies, reception areas, waiting rooms, hallways, and other common-use areas.
- (21) Retail service establishments.
- (22) Retail stores.
- (23) Rooms, chambers, places of meeting or public assembly, and other enclosed areas and vehicles owned, leased, or operated by the City of Montgomery.
- (24) Service lines.
- (25) Shopping malls.
- (26) Sports arenas, including enclosed places in outdoor arenas.
- (27) Theaters and other facilities primarily used for exhibiting motion pictures, stage dramas, lectures, musical recitals, or other similar performances.

(28) Parking decks and parking facilities under the control of the City of Montgomery

(c) *Regulation of Smoking in Places of Employment.*

(1) Smoking shall be prohibited in all enclosed areas of places of employment located within the City of Montgomery, including, but not limited to: common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, and vehicles.

(2) This prohibition on smoking shall be communicated to all existing employees by the effective date of this Section and to all prospective employees upon their application for employment.

(d) *Regulation of Smoking in Residential Facilities.* Smoking shall be prohibited in the following enclosed residential facilities:

(1) All private and semi-private rooms in nursing homes.

(2) All hotel and motel rooms that are rented to guests.

(e) *Regulation of Smoking in Outdoor Public Places.* Smoking shall be prohibited in the following outdoor places:

(1) In and within 10 feet outside entrances, windows, and ventilation systems of enclosed areas where smoking is prohibited, so as to prevent tobacco smoke from entering those areas.

(2) In outdoor shopping malls, including parking structures.

(3) In all outdoor arenas, stadiums, and amphitheaters, smoking shall also be prohibited in, and within 20 (twenty) feet of, bleachers and grandstands for use by spectators at sporting and other public events.

(4) In outdoor recreational areas, but not including golf courses.

(5) In, and within 10 feet of, all outdoor playgrounds.

(6) In, and within 10 feet of, all outdoor public events.

(7) In, and within 10 feet of, all outdoor public transportation stations, platforms, and shelters under the authority of the City of Montgomery.

(8) In all outdoor service lines.

(f) *Exemptions.* Notwithstanding any other provision of this Section to the contrary, the following areas shall be exempted from the provisions of this section:

(1) Smoking shall not be prohibited in private residences, except when used as a childcare, adult day care, or health care facility.

(2) A Cigar Bar if all of the following requirements are met:

(a) The Cigar Bar does not allow the smoking of any tobacco products, except cigars, pipe tobacco and pipe smoking on the premises;

(b) Smoke from the Cigar Bar does not migrate into any area where smoking is prohibited pursuant to this Act;

(c) The Cigar Bar satisfactorily reports twice a year to the Department of Health on a form proscribed by the Department of Health, the revenue generated

from the sale of cigars and component parts by customers as a percentage of semi-annual gross revenue. The Department of Health shall determine whether any additional documentation is required of the Cigar Bar to authenticate or verify revenue data submitted by the Cigar Bar;

(d) Cigar bars shall post health warning signage that states: “Warning: Cigar smoking causes lung cancer, heart disease, and other forms of cancer. Cigar tobacco contains nicotine, tar and carcinogens. Cigar smoking is not a safe alternative to cigarette smoking.” The signage must be prominent, clearly visible and posted in every room where smoking is permitted. The signage must be written in twenty four (24) point font or greater. The warning must also be displayed prominently on each bar menu in twelve (12) point font or greater.

A Cigar Bar that fails to meet the requirements of this Act is not exempt from the requirements of Section 2b and shall immediately prohibit smoking on its premises until such time as it comes into compliance as determined by the Health Department Officer.

(3) A Cigar Lounge if all of the following requirements are met:

(a) The Cigar Lounge does not allow the smoking of any tobacco products, except cigars, on the premises;

(b) Smoke from the Cigar Lounge does not migrate into any area where smoking is prohibited pursuant to this Act;

(c) The Cigar Lounge satisfactorily reports twice a year to the Department of Health on a form proscribed by the Department of Health, the revenue generated from the sale of cigars and component parts for by customers as a percentage of semi-annual gross revenue. The Department of Health shall determine whether any additional documentation is required of the Cigar Lounge to authenticate or verify revenue data submitted by the Cigar Lounge;

(d) Cigar Lounge shall post health warning signage that states: “Warning: Cigar smoking causes lung cancer, heart disease, and other forms of cancer. Cigar tobacco contains nicotine, tar and carcinogens. Cigar smoking is not a safe alternative to cigarette smoking.” The signage must be prominent, clearly visible and posted in every room where smoking is permitted. The signage must be written in twenty four (24) point font or greater. The warning must also be displayed prominently on each bar menu in twelve (12) point font or greater.

A Cigar Lounge that fails to meet the requirements of this Act is not exempt from the requirements of Section 2b and shall immediately prohibit smoking on its premises until such time as it comes into compliance as determined by the Health Department Officer.

(4) A Hookah Bar if all of the following requirements are met:

(a) The Hookah Bar does not allow the smoking of any tobacco products, except shisha on the premises;

(b) Smoke from the Hookah Bar does not migrate into any area where smoking is prohibited pursuant to this Act;

(c) The Hookah Bar satisfactorily reports twice a year to the Department of Health on a form proscribed by the Department of Health the revenue generated from the sale of shisha and component parts by customers as a percentage of semi-annual gross revenue. The Department of Health shall determine whether any additional documentation is required of the Hookah Bar to authenticate or verify revenue data submitted by the Hookah Bar;

(d) Hookah bars shall post health warning signage that states: “Warning: Hookah smoking causes lung cancer, heart disease, and other forms of cancer. Hookah tobacco (shisha) contains nicotine, tar and carcinogens. Hookah smoking is not a safe alternative to cigarette smoking.” The signage must be prominent, clearly visible and posted in every room where smoking is permitted. The signage must be written in twenty four (24) point font or greater. The warning must also be displayed prominently on each bar menu in twelve (12) point font or greater.

A Hookah Bar fails to meet the requirements of this Act is not exempt from the requirements of Section 2b and shall immediately prohibit smoking on its premises until such time as it comes into compliance as determined by the Health Department Officers.

(5) This ordinance does not prohibit smoking in a bar patio existing upon date of ordinance passage that has met all of the following conditions as of that date:

(a) At least 50 percent of the wall space has consisted of retractable sheeting or has been completely open to the outside and is not a permanent wall; and

(b) No smoking has occurred within 10 feet of any entrance, window, or ventilation intake connecting the patio to the interior of the bar.

The surface area of the patio cannot increase beyond its size upon date of ordinance passage. Further, this exemption shall cease being effective and smoking must be prohibited on the patio permanently upon any expansion of the patio surface or if the bar fails to meet any of the above conditions at any point in the future.

(6) An Electronic Smoking Device Retail Store that upon date of ordinance passage was operating as an electronic smoking device retail store, if all of the following requirements are met:

(a) The Electronic Smoking Device Retail Store does not allow the smoking of any tobacco products, except electronic smoking devices, on the premises;

(b) Aerosol from the electronic smoking device retail store does not migrate into any area where smoking is prohibited pursuant to this Act;

(c) The Electronic Smoking Device Retail Store satisfactorily reports twice a year to the Department of Health on a form proscribed by the Department of Health the revenue generated from the sale of electronic smoking devices and component parts as a percentage of semi-annual gross revenue. The Department of Health shall determine whether any additional documentation is required of the electronic smoking device retail store to authenticate or verify revenue data submitted by the electronic smoking device retail store;

(d) The Electronic Smoking Device Retail Store does not expand in **size or change location except to freestanding building of comparable size after the date of passage of this ordinance;**

(e) The Electronic Smoking Device Retail Store does not close business or suspend operation for more than 120 consecutive days after the date of passage of this ordinance unless such closure is the result of a fire or natural disaster beyond the control of the owner; and

An Electronic Smoking Service Retail Store that fails to meet the requirements of this Act is not exempt from the requirements of Section 2b and shall immediately prohibit smoking on its premises. An electronic smoking device retail store that fails to meet the requirements of this Act may not again qualify for the exemption under this Act.

(g) *Designation of an Establishment or Outdoor Area as Nonsmoking.* Notwithstanding any other provision of this Section, an owner or other person in control of an establishment, facility, or outdoor area may declare that entire establishment, facility, or outdoor area as a nonsmoking place. Smoking shall be prohibited in any place in which a sign conforming to the requirements of Section 11-9-10(h) is posted.

(h) *Signage.* The owner or other person in control of a public place or place of employment where smoking is prohibited by this Section shall:

(1) Clearly and conspicuously post "No Smoking" signs or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) in that place;

(2) Clearly and conspicuously post at every entrance to that place a sign stating that smoking is prohibited within 10 feet; and

(3) Clearly and conspicuously state on the "No Smoking" sign or the international "No Smoking" symbol the distance requirement that corresponds to the type of establishment in accordance with 2 (e).

(i) *Nonretaliation; nonwaiver of rights.*

(1) No person or employer shall discharge, refuse to hire, or in any manner retaliate against an employee, applicant for employment, customer, because that employee, applicant, or customer exercises any rights afforded by this Section or reports or attempts to prosecute a violation of this Section. A violation of this provision shall be a misdemeanor, punishable by a fine not to exceed \$500 for each violation.

(2) An employee who works in a setting where an employer allows smoking does not waive or otherwise surrender any legal rights the employee may have against the employer or any other party.

(j) *Enforcement.*

(1) This Section may be enforced by any County Health Officer or his or her duly authorized representative, or as otherwise allowed by law.

(2) Notice of the provisions of this Section shall be given to all applicants for a business license in the City of Montgomery.

(3) Any citizen who desires to register a complaint under this Section may initiate enforcement with an entity responsible for enforcement, such as the Montgomery County Health Department.

(4) Montgomery County Health Department, or its designee may, while an establishment is undergoing otherwise mandated inspections, inspect for compliance with this Section.

(5) Any owner, manager, operator, or employee of an area regulated by this Section shall direct a person who is smoking in violation of this Section to extinguish the product being smoked. If the person does not stop smoking, the owner, manager, operator, or employee shall refuse service and shall immediately ask the person to leave the premises. If the person in violation refuses to leave the premises, the owner, manager, operator, or employee shall contact the enforcement agency.

(6) In addition to the remedies provided by the provisions of this Section, the City of Montgomery or any person aggrieved by the failure of the owner, operator, manager, or other person in control of a public place or a place of employment to comply with the provisions of this Section may apply for injunctive relief to enforce those provisions in any court of competent jurisdiction.

(k) *Violations and penalties.*

(1) A violation of this Section shall be punishable by a fine of \$50 for each violation and payable through municipal court. Any enforcement agency official may issue a citation pursuant to this section.

(2) Except as otherwise provided in Section I (1), a person who owns, manages, operates, or otherwise controls a public place or place of employment and who fails to comply with the provisions of this Section shall be guilty of an offense, punishable by:

(a) A fine of one hundred dollars (\$100) for a first violation payable through municipal court.

(b) A fine of two hundred dollars (\$200) for a second violation within one (1) year payable through municipal court.

(c) A fine of five hundred dollars (\$500) for each additional violation within one (1) year payable through municipal court.

(3) In addition to the fines established by this Section, the fourth or subsequent violation(s) of this Section by a person who owns, manages, operates, or otherwise controls a public place or place of employment may result in the suspension or revocation of any permit or license issued to the person for the premises on which the violation occurred.

(4) Each day on which a violation of this Section occurs shall be considered a separate and distinct violation.

(l) *Other applicable laws.* This Section shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws.

Section 3. Public Education. The City of Montgomery may publish a brochure for affected businesses and individuals explaining the provisions of this Ordinance.

Section 4. Severability. If any word, provision, clause, sentence, paragraph, or subsection of this Ordinance or the application thereof to any person or circumstances shall be held invalid by a court of competent jurisdiction then the remaining provisions of this Ordinance shall be in full force and effect.

Section 5. Effective Date. This Ordinance shall be effective after approval by the Council of the City of Montgomery and Mayor and publication as required by law, provided that the effective date shall be 30 days after publication as required by law.

Councillor Calhoun made a motion to substitute the foregoing ordinance which was the consensus of the Council.

Councillor Calhoun requested that the substituted ordinance be moved back into the Health, Education and Recreation Standing Committee. The Chairman sent the proposed ordinance back to committee and added Councillor Bollinger to the standing committee regarding the No Smoking Ordinance.

The Clerk stated this was the time and place to hear the appeal of Architectural Review Board Action regarding Scott and Zelda Fitzgerald Museum, 919 Felder Avenue. This item has been resolved with the Architectural Review Board and is now moot.

The Clerk stated this was the time and place for the public hearing on the authorization and use of public funds of the City to provide certain incentives to BRC Montgomery Mall, LLC to assist in the redevelopment of Montgomery Mall and the career academy, and other matters related to Agenda Items, 4, 5 and 6. Mr. Terry Davis was present representing this item. No one was present in opposition to this item. The Chairman declared that the public hearing was closed.

The Clerk stated this was the time and place to hear and consider the following proposed resolution:

RESOLUTION NO. 27-2015

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA (the "Council"), which is the governing body of the City of Montgomery, Alabama (the "City"), as follows:

Section 1. The Council has ascertained and does hereby find and declare as follows:

a. The City and Montgomery County, Alabama (the "County") are working with the Montgomery County Board of Education (the "BOE") to provide for the financing of certain public education capital improvements located, or to be located, at the Montgomery Mall (the "Mall") and Park Crossing High School, all of which are to be used as school facilities needed for the Montgomery County Public School System (collectively, the "Public Education Project");

b. The City and County desire to utilize The Montgomery County Public Education Cooperative District (the "District"), an Alabama cooperative district, as the issuer of bonds to finance the Public Education Project;

c. In order to utilize the District to finance the Public Education Project, it is necessary for the Certificate of Incorporation of the District to be amended as set forth in the First Amendment to the Certificate of Incorporation in the form attached hereto as Exhibit "A"; and

d. The City has determined that it is in the public interest to authorize the First Amendment to the Certificate of Incorporation of the District as proposed in Exhibit "A."

Section 2. The Chairman of the Board of Directors of the District is authorized to execute and deliver the First Amendment to the Certificate of Incorporation of the District and such other documents as necessary carry out the resolutions set forth herein.

EXHIBIT "A"
**[FIRST AMENDMENT TO THE
CERTIFICATE OF INCORPORATION OF THE DISTRICT]**

STATE OF ALABAMA)
 :
MONTGOMERY COUNTY)

**CERTIFIED COPY
OF
RESOLUTION OF THE BOARD OF DIRECTORS OF
THE MONTGOMERY COUNTY PUBLIC EDUCATION COOPERATIVE DISTRICT
(Public Education Project)**

The undersigned officer of **The Montgomery County Public Education Cooperative District**, an Alabama capital improvement cooperative district, hereby certifies that the Board of Directors of the aforesaid cooperative district unanimously approved the following resolution on February 16, 2015, and that the resolution was unanimously approved, has not been amended or revoked and is in full force and effect:

WHEREAS, the Board of Directors (the "Board") of The Montgomery County Public Education Cooperative District (the "District") anticipates issuing its debt in the form of bonds in one or more series to provide financing for certain public education capital improvements located, or to be located, at the Montgomery Mall and Park Crossing High School, all of which are to be used as school facilities by the Montgomery County Public School System (collectively, the "Public Education Project");

WHEREAS, in order for the District to finance the Public Education Project, it is necessary for the Certificate of Incorporation of the District to be amended as set forth in the First Amendment to the Certificate of Incorporation in the form attached hereto as Exhibit "A"; and

WHEREAS, the Board has determined that it is in the best interest to the District to authorize the First Amendment to the Certificate of Incorporation of the District as proposed in Exhibit "A."

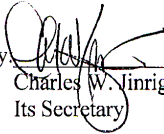
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTGOMERY COUNTY PUBLIC EDUCATION COOPERATIVE DISTRICT as follows:

1. The Board of Directors of the District does hereby approve, authorize, ratify, and confirm the First Amendment to the Certificate of Incorporation in the form attached hereto as Exhibit "A."

2. The Chairman of the Board of Directors of the District is authorized to execute and deliver the First Amendment to the Certificate of Incorporation of the District and such other documents as necessary to carry out the resolutions set forth herein.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and affixed the seal of this Corporation, this 16th day of February, 2015.

**THE MONTGOMERY COUNTY PUBLIC
EDUCATION COOPERATIVE DISTRICT**

By:  _____
Charles W. Jinright
Its Secretary

(SEAL)

EXHIBIT "A"

**[FIRST AMENDMENT TO THE CERTIFICATE OF INCORPORATION
OF THE MONTGOMERY COUNTY PUBLIC EDUCATION
COOPERATIVE DISTRICT]**

STATE OF ALABAMA)
 :
COUNTY OF MONTGOMERY)

**FIRST AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION
OF
THE MONTGOMERY COUNTY PUBLIC EDUCATION
COOPERATIVE DISTRICT**

Pursuant to the provisions of Section 11-99B-5 of the Code of Alabama, 1975, as amended, the undersigned District adopts the following First Amendment to its Certificate of Incorporation to include the financing of certain public education capital improvements located, or to be located, at the Montgomery Mall (the "Mall") and Park Crossing High School, all of which are to be used as school facilities needed for the Montgomery County Public School System (collectively, the "Public Education Project"):

I

The name of the corporation is THE MONTGOMERY COUNTY PUBLIC EDUCATION COOPERATIVE DISTRICT, an Alabama cooperative district incorporated under Section 11-99B-3, Code of Alabama, 1975, as amended (the "District").

II

The Certificate of Incorporation of the District was recorded of record with the Judge of Probate for Montgomery County, Alabama, in Corporate Book 264 at Page 929, on June 21, 2006.

III

The Certificate of Incorporation is hereby amended by deleting Section 5 in its entirety and substituting the following in lieu thereof:

“(5) The projects of the Corporation shall consist of the acquisition, construction, equipping, and renovation of public school buildings and related facilities for use by the Montgomery County Board of Education (the “Board of Education”). The projects are to be located in the County and may be within or without any incorporated city or town in the County. The Corporation shall act as a conduit issuer and the management of specific projects of the Corporation shall be agreed upon in writing by the City, County, and Board of Education.”

IV

The Certificate of Incorporation is hereby amended by deleting Section 6 in its entirety and substituting the following in lieu thereof:

“(6) The primary purpose of the Corporation, at this phase, is to facilitate securing funding to finance certain public education capital improvements located, or to be located, at the Montgomery Mall (the “Mall”) and Park Crossing High School, all of which are to be used as school facilities needed for the Montgomery County Public School System (collectively, the “Public Education Project”), to employ such counsel and investment banking firms, and to take any other actions as necessary to secure said funding.”

V

The Certificate of Incorporation is hereby amended by deleting Section 9 in its entirety and substituting the following in lieu thereof:

“(9) The Board of Directors of the Corporation shall consist of five (5) directors which shall be jointly elected by the City Council of the City of Montgomery and the Montgomery County Commission.”

VI

The Certificate of Incorporation is hereby amended by deleting Section 10 in its entirety and substituting the following in lieu thereof:

“(10) The Board of Directors shall elect officers to include a chair, vice-chair, and secretary/treasurer.”

VII

This First Amendment to the Certificate of Incorporation reflected herein was adopted and approved by the Board of Directors of the District by resolution dated February ___, 2015.

VIII

All other provisions of the Certificate of Incorporation of the District shall remain in effect and are ratified and reaffirmed hereby.

DATED: _____, 2015.

**THE MONTGOMERY COUNTY PUBLIC
EDUCATION COOPERATIVE DISTRICT**

By: _____
_____, Chairman

ATTEST:

By: _____
_____, Secretary

THIS INSTRUMENT PREPARED BY:
Clinton D. Graves, Esquire
Gilpin Givhan, PC
2660 EastChase Lane, Suite 300
Montgomery, Alabama 36117
(334) 244-1111 Fax (334) 244-1969

STATE OF ALABAMA)
 :
MONTGOMERY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name is signed to the foregoing First Amendment to the Certificate of Incorporation as Chairman of The Montgomery County Public Education Cooperative District, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said First Amendment to the Certificate of Incorporation, he/she executed the same voluntarily.

Given under my hand and official seal of office, this ___ day of _____, 2015.

SEAL

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
 :
MONTGOMERY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name is signed to the foregoing First Amendment to the Certificate of Incorporation as Secretary of The Montgomery County Public Education Cooperative District, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said First Amendment to the Certificate of Incorporation, he/she executed the same voluntarily.

Given under my hand and official seal of office, this ___ day of _____, 2015.

SEAL

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
)
MONTGOMERY COUNTY.)

**CERTIFICATE OF INCORPORATION OF
THE MONTGOMERY COUNTY PUBLIC EDUCATION COOPERATIVE DISTRICT**

TO: THE HONORABLE JUDGE OF PROBATE OF MONTGOMERY COUNTY,
ALABAMA

The undersigned Jeanne Charbonneau, Michael F. Thurman, and Craig Washing, each of whom is over the age of nineteen (19) years, desiring to organize a body corporate under the provisions of Chapter 99B of Title 11 of the Code of Alabama (1975), as amended, and being all of the incorporators of the corporation hereby organized (the "Corporation"), do make, sign and file this certificate of incorporation (the "Certificate of Incorporation") as follows:

- (1) The names and residence addresses of the incorporators are as follows:

Jeanne Charbonneau
7325 Wynlakes Blvd
Montgomery, AL 36117

Michael F. Thurman
9255 Springwood Court
Montgomery, AL 36111

Craig Washing
8355 Heathrow Downs
Montgomery, AL 36117

Each of the aforesaid incorporators is a duly qualified elector of Montgomery County, Alabama (the "County"). The City of Montgomery, Alabama (the "City") is located within the County.

- (2) The name of the Corporation is and shall be: "The Montgomery County Public Education Cooperative District". Attached hereto as Exhibit D is a certificate of the Secretary of State certifying that the name of the Corporation satisfies the requirements of Chapter 99B of Title 11 of the Code of Alabama (1975), as amended.

- (3) Permission to organize the Corporation has been granted by authorizing resolutions duly adopted by the governing bodies of the City and the County on May 4, 2006. The City and the County are the only authorizing subdivisions of the Corporation. A copy of the

application filed with the City Council of the City and with the County Commission of the County for authorization to form the Corporation is attached hereto as Exhibit A. Certified copies of the authorizing resolutions of the City and County are attached hereto as Exhibit B and Exhibit C, respectively.

(4) The principal office of the Corporation shall be located at 307 South Decatur Street, Montgomery, Alabama 36104.

(5) The projects of the Corporation shall consist of the acquisition, construction, equipping and renovation of public school buildings and related facilities for use by the Montgomery County Board of Education (the "Board of Education"). The projects are to be located in the County and may be within or without any incorporated city or town in the County. The initial projects to be financed, acquired, constructed, equipped and renovated by the Corporation (the "Initial Projects") include those elementary school, middle school and high school projects described as "Priority 1" projects in that certain "Facility Study Final Report" dated January, 2006 to the Board of Education prepared and submitted by DeJong, Inc., a copy of which is attached hereto and made a part hereof. (hereinafter referred to as the "DeJong Facility Report") The Initial Projects also include renovation and replacement projects with respect to existing schools at a cost not to exceed \$2.5 million per year in the fiscal years ending September 30, 2007, September 30, 2008 and September 30, 2009, all as contemplated by the said report. The Corporation shall grant to the Board of Education complete authority to acquire, construct, equip and renovate said public school buildings and to implement the "Initial Projects" as described in this paragraph, including full sole management of the construction process. No change or deviation from the Initial Projects shall occur unless, upon the recommendation of the Superintendent, the Montgomery County Board of Education approves such recommendation and thereafter obtains the approval of a two third (2/3) majority vote of the Board of Directors of the Corporation.

(6) The primary purpose of the Corporation, at this phase, is to: (a) facilitate securing funding so the Montgomery County Board of Education will have financial resources to specifically implement the "Priority 1" projects in the "DeJong Facility Report"; and (b) to employ general counsel, bond counsel and investment banking firm(s) as necessary to secure said funding.

(7) The Corporation shall have the following powers, together with all powers incidental thereto or necessary to the discharge thereof in corporate form:

(a) To have succession by its corporate name for the duration of time, which may be in perpetuity, subject to the provisions of Section 11-99B-15 of the Code of Alabama (1975), as amended;

(b) To sue and to be sued in its own name in civil actions, and to defend civil actions against it; provided, that the Corporation shall be deemed to be a "governmental entity" as defined in Chapter 93 of Title 11 of the Code of Alabama (1975), as amended, for the purposes of limiting the damages for which the Corporation and its members may be liable;

(c) To adopt and make use of a corporate seal and to alter the same at pleasure;

(d) To adopt and alter bylaws for the regulation and conduct of its affairs and business;

(e) To acquire, receive, and take, by purchase, gift, lease, devise, or otherwise, and to hold property of every description, whether located in one or more counties or municipalities;

(f) To make, enter into, and execute such licenses, contracts, agreements, leases, and other instruments and to take such other actions as may be necessary or convenient to accomplish any purpose for which the Corporation was organized or to exercise any power expressly granted herein;

(g) To sell and issue bonds of the Corporation in order to provide funds for any corporate function, use, or purpose, any such bonds to be payable solely out of the revenues derived from any project or projects of the Corporation, or pursuant to any guarantees by any of its members;

(h) To pledge for payment of any bonds issued or obligations assumed by the Corporation any

revenues from which those bonds or obligations are made payable as provided in Chapter 99B of Title 11 of the Code of Alabama (1975), as amended;

(i) To execute and deliver trust indentures in accordance with the provisions of Chapter 99B of Title 11 of the Code of Alabama (1975), as amended;

(j) To invest any funds of the Corporation that the board may determine are not presently needed in the operation of its properties in any investment which may be made by any of its members;

(k) To cooperate with the United States of America, any agency or instrumentality thereof, the state, any county, municipality, or other political subdivision of the state and any public corporation and to make such contracts with them or any of them, as the board may deem advisable to accomplish the purposes for which the Corporation was established; and

(l) To sell and convey, with or without valuable consideration, any of its projects or any portion thereof to any one or more counties, municipalities, public corporations or agencies of any of the foregoing, which have the corporate power to operate the project or portions thereof so conveyed and the property and income of which are not subject to taxation; provided, that any such sale and conveyance may be made only with the consent of each member of the Corporation, any such consent to be evidenced by a resolution adopted by the governing body of each such member and only if any such conveyance would not constitute a breach of any then outstanding trust indenture or other agreement to which the Corporation is a party.

(8) In addition to such powers expressly granted above, the Corporation shall have all powers conferred on corporations of like nature by Chapter 99B of Title 11 of the Code of Alabama (1975), as amended, and any amendment thereof heretofore or hereafter made, and all other powers conferred upon corporations generally by the laws of Alabama not in conflict with

Chapter 99B of Title 11 of the Code of Alabama (1975), as amended, as heretofore or hereafter amended.

(9) The Board of Directors of the Corporation shall consist of twelve (12) directors. Subject to the provisions contained in Chapter 99B of Title 11 of the Code of Alabama (1975), as amended, directors shall be jointly elected by the City Council of the City of Montgomery and the Montgomery County Commission who shall consist of the following:

VOTING MEMBERS:

- (a) The Mayor of the City of Montgomery, Alabama;
- (b) The Superintendent for Montgomery Public Schools
- (c) Montgomery County Board of Education Chairman
- (d) City Council President
- (e) City Council President, Pro Tem
- (f) County Commission Chairman
- (g) County Commission Vice Chairman
- (h) Montgomery Area chamber of Commerce representative
- (i) Parent (children in public schools/active participant in DeJong Study

NON-VOTING MEMBERS (Advisory only):

- (j) The president of a two or four year college
- (k) Military representative (Commander, Air University)
- (l) Teacher

(10) Subject to the provisions contained in Chapter 99B of Title 11 of the Code of Alabama (1975), as amended, the Superintendent of the Montgomery Public Schools shall serve as chair of the Board of Directors of the Corporation.

(11) Once elected, each director shall serve for a term of four (4) years and until his or her successor shall be elected. Upon the expiration of a director's term of office, or upon his death, resignation or removal from office as a director, his or her successor shall be elected by the City Council and the County Commission upon receipt of recommendations from the Corporation's nominating committee. The nominating committee recommendations shall be approved by the Board of Directors of the Corporation and there upon submitted to the City Council and County Commission for election. The nominating committee shall be composed of the following persons:

- (a) Mayor of the City of Montgomery, Alabama;
- (b) Superintendent for Montgomery Public Schools
- (c) Montgomery County Board of Education Chairman
- (d) City Council President
- (e) County Commission Chairman
- (f) City Council President Pro Tem
- (g) County Commission Vice-Chairman

(12) The initial board of directors of the Corporation shall be:

(Names and addresses must be provided and inserted)

VOTING MEMBERS:

- (m) The Mayor of the City of Montgomery, Alabama;
- (n) The Superintendent for Montgomery Public Schools
- (o) Montgomery County Board of Education Chairman
- (p) City Council President
- (q) City Council President, Pro Tem
- (r) County Commission Chairman
- (s) County Commission Vice Chairman
- (t) Montgomery Area chamber of Commerce representative
- (u) Parent (children in public schools/active participant in DeJong Study

NON-VOTING MEMBERS (Advisory only):

- (v) The president of a two or four year college
- (w) Military representative (Commander, Air University)
- (x) Teacher

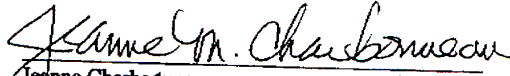
(13) The term of office of each of the initial directors shall end at 12:01 A.M. on the fourth anniversary date of the filing for record of this certificate of incorporation. Thereafter, the term of office of each director shall be four years. Each director shall continue to serve until his or her successor is elected.

(14) The duration of the existence of the Corporation shall be perpetual, unless it shall be dissolved by proceedings taken pursuant to said Chapter 99B of Title 11 of the Code of Alabama (1975), as amended.) The application filed with the governing body of each of the authorizing subdivisions in accordance with Section 11-99B-3 of the Code of Alabama (1975), as amended, was identical to the copy thereof attached hereto as Exhibit A.

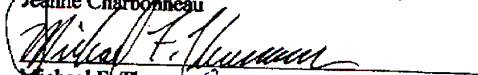
(15) The Corporation shall be a non-profit corporation and no part of the net earnings thereof shall inure to the benefit of any private person or entity of any nature whatsoever.

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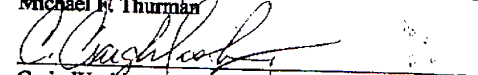
IN WITNESS WHEREOF, the undersigned incorporators have hereunto subscribed their signatures this 15th day of June, 2006.



Jeanne Charbonneau



Michael F. Thurman



Craig Wasking

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Jeanne Charbonneau, Michael F. Thurman, and Craig Washing, whose names are signed to the foregoing Certificate of Incorporation and who are known to me, acknowledged before me on this day that, being informed of the contents of the said Certificate of Incorporation, they executed the same voluntarily.

GIVEN under my hand and official seal of office, this 15th day of June, 2006.

Donald P. Hunt - Burkette

(NOTARIAL SEAL)

Notary Public
My Commission Expires: 5/27/2009

Mr. Terry Davis was present representing this item.

Councillor Burkette made a motion to adopt the foregoing resolution, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the following proposed resolution:

RESOLUTION NO. 28-2015

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA (the “Council”), which is the governing body of the City of Montgomery, Alabama (the “City”), as follows:

Section 1. The Council has ascertained and does hereby find and declare as follows:

e. The City and Montgomery County, Alabama (the “County”) are working with the Montgomery County Board of Education (the “BOE”) to provide for the financing of certain public education capital improvements located, or to be located, at the Montgomery Mall (the “Mall”) and Park Crossing High School, all of which are to be used as school facilities needed for the Montgomery County Public School System (collectively, the “Public Education Project”);

f. Each of the City and County desire to fund a portion of the capital costs for the acquisition, construction, and renovation of the Public Education Project, and each is willing to fund a portion of the capital expenditures of the Public Education Project;

g. The Council deems it in the best interests of the City to authorize it’s portion of the financing of the Public Education Project as provided for in the Project Funding and Cooperation Agreement with the County and BOE, in the form attached hereto and made a part hereof as Exhibit “A”;

h. In order to memorialize their understandings and agreements relating to the selection, acquisition, construction, and renovation of the Public Education Project; the funding of the Public Education Project; and the procedures and methodologies to be used for disbursements of funds for such purposes, the Council has determined that it is in the best public interest to enter into the Project Funding and Cooperation Agreement;

i. The Council desires to authorize and approve the City’s execution and delivery of the Project Funding and Cooperation Agreement.

Section 2. The Council hereby approves and authorizes the use and expenditure of public funds in the form of the City’s obligations as set forth in the Project Funding and Cooperation Agreement to provide its portion of the funding of the Public Education Project.

Section 3. The Project Funding and Cooperation Agreement is hereby adopted and approved, and the City is hereby authorized and empowered to enter into, execute, deliver, and perform under such Project Funding and Cooperation Agreement.

Section 4. The Mayor of the City is hereby authorized and directed to execute and deliver, for and on behalf of the City, the Project Funding and Cooperation Agreement, and is further authorized and empowered to execute and deliver such other agreements, documents, letters, and writings as are necessary or proper in order for the City to perform its obligations set forth in the Project Funding and Cooperation Agreement and required to effectuate the intent of this Resolution.

EXHIBIT "A"

[PROJECT FUNDING AND COOPERATION AGREEMENT]

EXHIBIT "A"
[PROJECT FUNDING AND COOPERATION AGREEMENT]

PROJECT FUNDING AND COOPERATION AGREEMENT

THIS PROJECT FUNDING AND COOPERATION AGREEMENT (the "Agreement") is hereby made and entered into as of the ____ day of _____, 20____, by and among the **CITY OF MONTGOMERY**, an Alabama municipal corporation ("City"), the **BOARD OF EDUCATION OF MONTGOMERY COUNTY**, a public instrumentality organized under the laws of the State of Alabama (herein referred to as the "BOE"), and the **MONTGOMERY COUNTY COMMISSION**, an Alabama political subdivision ("County").

WITNESSETH:

WHEREAS, the BOE desires to acquire, construct, and renovate certain buildings and other improvements located, or to be located, at the Montgomery Mall (the "Mall") and the existing school owned and operated by the Board and known as Park Crossing High School (the "Existing School"), all of which are to be used as school facilities needed for the Montgomery County Public School System (herein referred to as the "System");

WHEREAS, the BOE, the City, and the County desire to provide a portion of the funds needed to acquire, construct and equip the facilities to be located at the Mall which shall include, but without limitation, the Projects, as defined in Section 1.2 of this Agreement;

WHEREAS, the City is permitted by applicable law to finance the Projects, serving the citizens of the City;

WHEREAS, the County is permitted by applicable law to finance the Projects, serving the citizens of the County;

WHEREAS, to the extent permitted by law, each of the City and County affirms their desire to fund a portion of the capital costs for the acquisition, construction, and renovation of the Projects, and each is willing to fund a portion of the capital expenditures of the Projects identified herein, or portions thereof, on the terms and conditions herein contained;

WHEREAS, in order to induce the City and County to fund such Projects as hereafter set forth, BOE is willing to perform the duties and responsibilities set forth herein on the terms and conditions herein contained;

WHEREAS, the City and County are expected to fund approximately \$27,000,000.00 of the Project Costs, and the BOE desires to fund any Project Costs in excess of \$27,000,000.00;

WHEREAS, it is anticipated that the City and County will fund their respective contributions hereunder through bonds issued by The Montgomery County Public Education Cooperative District (the "District"), an Alabama capital improvement cooperative district; and,

WHEREAS, each of the parties hereto desires to memorialize their understandings and agreements relating to the selection, acquisition, construction, and renovation of the Projects; the funding of the Projects (as defined below); and the procedures and methodologies to be used for disbursements of funds for such purposes.

NOW, THEREFORE, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the City, County and BOE, intending to be legally bound, do hereby agree as follows:

ARTICLE I
DEFINITIONS; PROJECTS; REPRESENTATIONS AND WARRANTIES

1.1 Definitions. The following capitalized and quoted terms when used herein shall have the meanings set forth below unless a different meaning is clear from the context in which such term is used.

"BOE" shall have the meaning set forth in the preamble hereto and includes any successor thereto succeeding to BOE's functions.

"BOE Contribution" shall mean any Project Costs in excess of \$27,000,000.00 and is estimated to be approximately \$6,000,000.00.

"BOE Representative" shall mean and refer to the Superintendent or interim superintendent of the BOE serving from time to time.

"Capital Expenditure" shall mean and refer to any cost of a type that is properly chargeable to a capital account (or would be so chargeable to a capital account with a proper election) under applicable general federal income tax principles.

"City" shall have the meaning set forth in the preamble hereto and includes any successor thereto succeeding to its functions.

"City and County Contribution" shall mean the net proceeds from sale of the bonds issued by the District having a debt service of \$1,700,000.00 which is estimated to be the sum of \$27,000,000.00.

“City Contribution” shall mean the amount of the City and County Contribution to be provided by the City as set forth in the City Funding Agreement.

“City Contribution Percentage” shall mean the ratio of the City Contribution to the City and County Contribution.

“City Funding Agreement” shall mean that certain funding agreement by and between the City and the District setting forth the ratio by which the City shall be obligated to fund as the City Contribution, such City Contribution to be a general obligation of the City secured by a pledge of the City’s full faith and credit.

“City Representative” shall mean and refer to the Mayor of the City serving from time to time.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations from time to time promulgated thereunder applicable to the Projects or to the City Obligations or the County Obligations.

“County” shall have the meaning set forth in the preamble hereto and includes any successor thereto succeeding to its functions.

“County Contribution” shall mean the amount of the City and County Contribution to be provided by the County as set forth in the County Funding Agreement.

“County Contribution Percentage” shall mean the ratio of the County Contribution to the City and County Contribution.

“County Funding Agreement” shall mean that certain funding agreement by and between the County and the District setting forth the ratio by which the County shall be obligated to fund as the County Contribution, such County Contribution to be a general obligation of the County secured by a pledge of the County’s full faith and credit.

“County Representative” shall mean and refer to the Chairman and Vice Chairman of the Montgomery County Commission serving from time to time (or either of them acting separately and alone).

“District” shall have the meaning set forth in the recitals hereto and includes any successor thereto succeeding to its functions.

“Net Proceeds” shall mean and refer to the sum of the City and the County Contribution and the BOE Contribution.

“Person” shall include any individual, corporation, partnership (whether general, limited or limited liability), joint venture, limited liability company, association, trust, unincorporated organization and any government or any agency or political subdivision thereof.

“Project Costs” shall mean and refer to the Capital Expenditures relating to the acquisition, construction, and renovation of the Projects, and includes, but is not limited to, the costs and expenses incurred in connection with the planning, development and/or design of the Projects, equipping the Projects including any costs for fixtures, furniture, equipment and other installations thereto, moving costs and other related costs, escrow agent fees, real estate brokerage costs, and any rebate or yield reduction payments required or permitted under Code Section 148(f) arising from the investment of the Net Proceeds.

“Superintendent” shall mean the superintendent or interim superintendent for the System as employed from time to time by the BOE.

1.2 Description of Projects. The parties hereto hereby agree and identify those schoolhouse and educational facilities projects listed on **Exhibit “A”** attached hereto as the projects to be undertaken and funded, in whole or in part, on the terms and subject to the conditions contained in this Agreement. The parties hereto hereby further agree that the selection of projects to be undertaken and funded under this Agreement may be amended from time to time hereafter in a writing or writings signed by each of the City Representative, the County Representative and the BOE Representative, with such writing stating its amendatory effect as to the description of the projects contained herein (the projects identified in said Exhibit “A” as amended from time to time is referred to herein as the “Projects”).

1.3 Representations and Warranties of the BOE. The BOE makes the following representations, warranties and findings:

(a) The BOE is duly organized and validly existing as a public instrumentality under the laws of the State of Alabama and has duly authorized by all necessary action its execution, delivery and performance of this Agreement, with such action having been taken at an open meeting held after the provision of all applicable notice.

(b) This Agreement constitutes a legal, valid and binding obligation of the BOE, enforceable against BOE in accordance with its terms. Neither the execution and delivery of this Agreement, nor the performance hereof, by BOE requires any consent of, filing with, approval of, or notice to, or hearing with any person or entity (including, but not limited to, any

governmental or quasi-governmental entity), except for (i) such consents, filings, approvals, hearings or notices which have been made or obtained, and (ii) zoning, building codes, plat approvals, and any and all other development, construction and occupancy approvals that may be required from the City or any other governmental authorities having jurisdiction with respect to the Projects.

(c) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by BOE violates, constitutes a default under or a breach of (i) any of BOE's organizational documents or charter; (ii) any agreement, instrument, contract, mortgage or indenture to which BOE is a party or to which the BOE or its assets are subject; or (iii) any law, judgment, decree, order, ordinance, rule, regulation, consent or resolution applicable to BOE or any of its assets.

(d) There is not now pending or, to the knowledge of BOE, threatened, any litigation affecting the BOE which questions (i) the validity or the organization of BOE, (ii) the members, titles or positions of the members of the governing body of BOE or the manner in which the officers of BOE are elected or selected, or (iii) the subject matter of this Agreement.

(e) The BOE has available cash or cash equivalents in an amount at least equal to the BOE Contribution.

1.4 Representations and Warranties of City.

(a) The City is duly organized and validly existing as a municipal body corporate and politic under the laws of the State of Alabama and has duly authorized by all necessary action the City's execution, delivery and performance of this Agreement, with such action having been taken at an open meeting duly held after the provision of all applicable notice.

(b) This Agreement constitutes a legal, valid and binding obligation of City, enforceable against City in accordance with its terms. Neither the execution and delivery of this Agreement nor the performance hereof by City requires any consent of, filing with or approval of, notice to, or hearing with any person or entity (including, but not limited to, any governmental or quasi-governmental entity), except for such consents, filings, approvals or notices which have already been made or obtained.

(c) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by City violates, constitutes a default under or a breach of (i) the City's organizational documents or charter; (ii) any agreement, instrument, contract, mortgage or indenture to which City is a party or to which the City or its assets are subject; or (iii) any law,

judgment, decree, order, ordinance, rule, regulation, consent or resolution applicable to the City or any of its assets.

(d) There is not now pending or, to the knowledge of the City, threatened, any litigation affecting the City which questions (i) the validity or the organization of the City, (ii) the members, titles or positions of the members of the governing body of City or the manner in which the officers of the City are elected or selected, or (iii) the subject matter of this Agreement.

(e) The City has the financial capacity to satisfy its obligations to fund the City's share of the City and County Contribution.

1.5 Representations and Warranties of the County.

(a) The County is duly organized and validly existing as a political subdivision under the laws of the State of Alabama and has duly authorized by all necessary action the County's execution, delivery and performance of this Agreement, with such action having been taken at an open meeting duly held after the provision of all applicable notice.

(b) This Agreement constitutes a legal, valid and binding obligation of County, enforceable against County in accordance with its terms. Neither the execution and delivery of this Agreement nor the performance hereof by County requires any consent of, filing with or approval of, or notice to, or hearing with any person or entity (including, but not limited to, any governmental or quasi-governmental entity), except for such consents, filing, approvals, hearings, or notices which have already been made or obtained.

(c) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by County violates, constitutes a default under or a breach of (i) the County's organizational documents or charter; (ii) any agreement, instrument, contract, mortgage or indenture to which County is a party or to which the County or its assets are subject; or (iii) any law, judgment, decree, order, ordinance, rule, regulation, consent or resolution applicable to the County or any of its assets.

(d) There is not now pending or, to the knowledge of the County, threatened, any litigation affecting the County which questions (i) the validity or the organization of the County, (ii) the members, titles or positions of the members of the governing body of County or the manner in which the officers of the County are elected or selected, or (iii) the subject matter of this Agreement.

(e) The County has the financial capacity to satisfy its obligations to fund the County's share of the City and County Contribution.

**ARTICLE II
MANAGEMENT, DUTIES AND RESPONSIBILITIES**

2.1 Duties and Responsibilities of the BOE.

(a) The parties hereto agree that the appointment of BOE as their manager with respect to the acquisition, construction, and renovation of the Projects as hereunder provided is wise, necessary and expedient as the acquisition, construction, repair and renovation of the Projects are peculiarly within the purview and experience of BOE. Accordingly, the parties hereto do hereby appoint BOE as their manager for the Projects on the terms, conditions and limitations herein contained with the limited authority and responsibilities set forth herein. BOE does hereby accept such appointment to act as such manager for the Projects with such duties, responsibilities and authority as set forth herein. In such capacity, and in addition to all other rights, duties, responsibilities and authority provided herein, but subject to the availability of the funds for payment of Project Costs, BOE shall have the following duties, authority, and responsibilities as to the acquisition, construction, and renovation of the Projects, which BOE does hereby accept, agree and covenant to perform:

(i) To provide funding for the Projects in an amount at least equal to the BOE Contribution;

(ii) To cause to be prepared all plans and specifications for the construction or renovation of the Projects (herein the "Project Plans and Specifications"), which Project Plans and Specifications shall be provided to the City Representative and County Representative upon their request for their review and comment (but not approval) prior to bidding. In no event shall any such review or comment constitute an approval of the Project's conformity to any applicable building codes or satisfy any inspection or permitting approvals or requirements of the City or County that are normal or incident to any new construction, renovations of buildings and other improvements in the City or County, which such inspection and approval processes shall proceed in normal course;

(iii) To prepare all other documents and submissions required for bidding the construction or renovation of the Projects and to conduct the bidding process with respect to each of the Projects in accordance with and in compliance

with all applicable competitive bids and other applicable public works laws of the State of Alabama;

(iv) To act as bidding agent and to select the lowest responsible bidder for the construction or renovation of each of the Projects or portions thereof subject to bid (such selected bidders are herein referred to as the "Contractors") as required by applicable law.

(v) To prepare and submit to the City Representative and County Representative a schedule and timetable for the acquisition, construction and renovation of the Projects, which shall detail the order in which such Projects are to be undertaken;

(vi) To prepare and submit to the City Representative and County Representative a proposed draw schedule for each of the Projects based on the Contractors selected for each such Project;

(vii) To obtain or cause to be obtained in normal course all necessary approvals, licenses, permits or entitlements for the acquisition, construction, and renovation of the Projects from all applicable governmental entities, agencies or authorities;

(viii) To cause to be prepared acquisition and construction contracts for the acquisition, construction, and renovation of the Projects in accordance with applicable competitive bid laws and other applicable public works laws of the State of Alabama and in accordance with the Plans and Specifications and in conformity with the bid documents;

(ix) To cause each Contractor for a Project to post such performance bonds and labor and materialmen's payment bonds issued by a company that is rated A-VII or better by A.M. Best & Company and that is duly licensed to issue such bonds in the State of Alabama in amounts no less than the amounts required by law and otherwise in amounts required by the BOE and containing all provisions required by applicable law, naming City, County, and BOE as dual obligee of the bonds. The original payment and performance bonds shall be held in trust by BOE (with a copy to the City and County) and shall be provided prior to the commencement of any work under any acquisition or construction contracts for the Project in question. In the event that any Contractor for any Project defaults in the performance of its construction contract, BOE shall promptly inform the City Representative and County Representative by written notice of

such default, and BOE agrees to take appropriate and prompt action to enforce said bonds or otherwise cause the work to be completed as expeditiously as possible under the circumstances;

(x) To select the architect, engineers and other design professionals for the design and engineering of the Projects when such selection is not subject to competitive bid requirements under applicable Alabama law;

(xi) To cause commercially reasonable efforts to be used by Contractors to complete each of the Projects in an orderly and expeditious manner, subject only to delays and events beyond the reasonable control of the BOE, the Contractors or others engaged in the construction or renovation of the Projects such as, but not limited to, acts of God, earthquake, fire, explosions, war, civil insurrection, acts of the public enemy, acts of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornados, severe storms or utility disruptions, strikes, lockouts, major equipment failure or the failure of any suppliers to perform their respective obligations.

(b) All acquisition, construction, and renovation activities regarding the Projects shall be conducted in compliance with all applicable laws, ordinances, rules and regulations of all applicable governmental authorities having jurisdiction over the Projects in question, including, without limitation, all applicable licenses, permits, buildings codes, restrictive covenants, zoning and subdivision regulations and ordinances and flood, disaster and environmental protection laws. BOE shall cause each architect, general contractor, subcontractor, contractor or other business performing any work in connection with the construction, renovation or repair of the Projects to obtain all necessary permits, licenses, approvals and entitlements necessary or required for the construction, repair or renovation of the same.

(c) BOE shall execute and deliver in its own name and be liable for all acquisition, construction, renovation or other agreements or contracts relating to the Projects for the construction, acquisition, or renovation of the same subject to the payment of Project Costs therefor through the sources of funding, referenced herein.

(d) BOE shall have the authority and power to manage and direct the construction activities for each of the Projects in accordance with the terms of the construction contracts therefor and may engage consultants and others to assist in the management of the construction activities. If any vendor, contractor or subcontractor shall default on any contract or purchase order in connection with the construction, acquisition, renovation or repair of any Project, BOE shall pursue all available remedies against such defaulting vendor, contractor or subcontractor. BOE, at its cost and expense, shall take any and all actions (including, but not

limited to, the commencement of any necessary legal action against a Contractor or otherwise) related to the construction, acquisition or renovation of the Projects, except that no legal action may be commenced in the name of the City or County without the prior approval of the governing body of the City or County, as the case may be, which approval may be withheld or conditioned in their sole discretion.

(e) BOE shall comply in all material respects with, and shall exert commercially reasonable efforts to cause each Contractor and others performing any work or providing any material for a Project to comply with, all federal, state, local or other statutes, ordinances, judgments, rulings and regulations relating to immigration or environmental pollution or environmental regulation or control and shall cause each of the sites selected for Projects and each of the Projects to be operated and maintained in accordance with all such applicable statutes, ordinances, judgments, orders, rulings and regulations.

(f) Nothing herein contained shall grant BOE any authority to bind the City or County in any way. Any instrument, agreement or contract entered into by BOE pursuant to authority granted hereunder shall not constitute a liability or obligation of the City or the County, as their sole obligations hereunder and with respect to the Projects shall consist of the funding of the City Net Proceeds and County Net Proceeds, and the City and County shall have no further obligation therefor.

(g) BOE shall keep and maintain complete books and records (including copies of all acquisition, construction, and renovation contracts and subcontracts and copies of all Requests for Payment and all documentation relating thereto) for each of the Projects and their respective acquisition, construction, and renovation for a period of five (5) years following the completion of such acquisition, construction, or renovation. In addition to the documentation to be provided under the Escrow Agreement, BOE shall promptly provide to the City and County copies of all agreements (including exhibits and appendices thereto) executed by BOE for Projects which are in any way to be paid from monies on deposit in the City Project Account or County Project Account. Each of the City and County and their respective auditors, agents and other designees shall have access at all reasonable times after notice to review, inspect, audit, examine, copy and reproduce such books and records, and BOE shall not destroy any of such books and records prior to the expiration of said five-year period without thirty (30) days prior written notice to the City and County.

ARTICLE III PLAN OF FINANCE; FUNDING; DISBURSEMENTS AND OWNERSHIP

3.1 Plan of Finance. The parties hereto agree that, in order to fund a portion of the Project Costs for the Projects, the City and County will on or before May 1, 2015, cause the

District to issue its bonds to fund the City and County Contribution, which shall be secured by the City Funding Agreement and County Funding Agreement. The City and County Contribution shall be deposited in separate project accounts to be held, administered and disbursed to BOE for its payment of Project Costs in accordance with the terms hereof and under the terms and conditions set forth in the Escrow Agreement substantially in the form attached hereto as **Exhibit "B"** (herein referred to as the "Escrow Agreement"). Each of the parties hereto shall execute and deliver the Escrow Agreement in the form attached hereto with such changes as are mutually agreed to by the City, County, and the BOE, with each party's respective signature thereon conclusively establishing such approval. The BOE Contribution and the City and County Contribution shall be held and maintained in separate segregated accounts for each of the City and County as set forth in the Escrow Agreement (herein referred to as the "Project Accounts"). The City's share of the City and County Contribution shall be held in a subaccount for the City (the "City Project Account") and the investment earnings earned thereon following such deposit in such Project Account shall be invested at the direction of the City, and the County's share of the City and County Contribution shall be held in a subaccount for the County (the "County Project Account") and the investment earnings earned thereon following such deposit in such Project Account shall be invested at the direction of the County. In no event shall the deposit and placement of the various parties' contributions be deemed to create in or provide to Escrow Agent or any other party any right, title, entitlement or interest (as collateral security or otherwise) in or to said funds or the investments thereof except as and to the extent expressly provided herein or in the Escrow Agreement.

3.2 Funding Obligations.

(a) Joint Funding. The City and the County, jointly and severally, agree to, on or before May 1, 2015, fund the City and County Contribution to the Escrow Account by delivering their respective Funding Agreements and all necessary related documentation and causing the District to issue its bonds in the principal amount of approximately \$27,000,000 in one or more series, and subject to the terms and on the conditions herein contained (including the satisfaction of the conditions precedent set forth in Section 5.3 hereof) and so long as no Event of Default has occurred and is continuing hereunder. The District shall deposit the City Contribution as the City's share of the City and County Contribution and the County Contribution as the County's share of the City and County Contribution in the respective City and County Project Accounts. The City and County Funding Agreements shall be approved by the respective governing bodies of the City and County and shall be in a form acceptable and approved by bond counsel to the District.

(b) City Obligations. The City Contribution will be in the amount as agreed upon in the City Funding Agreement (herein referred to as the "City Obligations"). The monies

on deposit in the City Project Account shall not be commingled with other funds and shall be disbursed as set forth in the Escrow Agreement for the purposes herein stated.

In all events, the City shall direct the investment of the amounts on deposit from time to time in the City Project Account, and shall have no liability to BOE, County or anyone else for the earnings or losses derived with respect to the investment of monies on deposit in the City Project Account. Except as set forth in Section 7.17, once the City's share of the City and County Contribution has been deposited in the City Project Account, the City shall have no further liability, responsibility or obligation to pay any other amount for Projects Costs. Any amount remaining on deposit in the City Project Account after the acquisition, construction, and renovation of all the Projects are complete (and all related Project Costs are paid therefor) shall be returned to the City for such use as City shall determine. The City may, from time to time, in its sole discretion, refund or refinance any debt incurred as part of the City Obligations.

(c) County Obligations. The County Contribution will be in the amount as agreed upon in the County Funding Agreement (herein referred to as the "County Obligations"). The monies on deposit in the County Project Account shall not be commingled with other funds and shall be disbursed as set forth in the Escrow Agreement for the purposes herein stated.

In all events, the County shall direct investment of amounts on deposit from time to time in the County Project Account, and shall have no liability to BOE, City or anyone else for the earnings or losses derived with respect to the investment of monies on deposit in the County Project Account. Except as set forth in Section 7.17, once the County's share of the City and County Contribution has been deposited in the County Project Account, the County shall have no further liability, responsibility or obligation to pay any other amount for Project Costs. Any amount remaining on deposit in the County Project Account after the acquisition, construction and renovation of all the Projects are complete (and after such Project Costs are paid therefor) shall be returned to the County for such use as the County shall determine. The County may, from time to time in its sole discretion, refund the County Obligations.

(d) BOE Obligations. In addition to its duties and obligations hereunder, BOE covenants and agrees to contribute or to cause an amount not less than the BOE Contribution to be paid for the construction, acquisition, and renovation of the Projects. The BOE shall be obligated to contribute its funds to finance Project Costs prior to and up to the funding of the City and County Contribution. Upon the funding of the City and County Contribution, the BOE shall be obligated to contribute its funds for Project Costs after the exhaustion of the funds provided by the City and County Contribution.

3.3 Payment Procedure: Disbursements. Except for the Project Costs to be paid from each of the parties hereto which shall be prorated between BOE, City and County as set forth in

Section 3.2(d) above, funds shall be transferred from the City Project Account and County Project Account, pro-rata based on the City Contribution Percentage of such Project Costs being allocated to the City and the County Contribution Percentage of such Project Costs being allocated to the County; provided, however, in the event the funds in either Project Account have been fully disbursed prior to disbursement of all the funds in the other Project Account (whether due to a difference in the interest rates or other income earned on either Project Account or for any other reason whatsoever), then in such event all future disbursements of Project Costs shall be made from the remaining Project Account until all the funds in said Project Account have been fully disbursed. Furthermore, the disbursements shall only be made from such Project Accounts upon compliance by the BOE with the requirements for disbursements set forth in the Escrow Agreement.

3.4. Ownership of Projects. All property (real, personal or mixed) acquired or constructed, in whole or in part, pursuant to this Agreement, shall be owned by the BOE.

ARTICLE IV OBLIGATIONS; INSURANCE

4.1 Obligations. Notwithstanding anything to the contrary provided in this Agreement or the Escrow Agreement for the Projects, or any other instruments or agreements executed or to be executed in connection with the transactions contemplated herein, it is understood and agreed that (a) the City shall be solely responsible for the payment and performance of the City Obligations, and neither the County nor the BOE shall have any obligations or liabilities with respect thereto; (b) the County shall be solely responsible for the payment and performance of the County Obligations, and neither the City nor the BOE shall have any obligations or liabilities with respect thereto; and (c) the BOE shall be solely responsible for funding the BOE contribution and its obligations hereunder, and neither the City nor County shall have any obligations or liabilities with respect thereto. The parties hereto agree and acknowledge that BOE is solely responsible for the design, acquisition, construction and renovation of the Projects, and neither the City nor the County under this Agreement or otherwise, shall be deemed to have represented, warranted or otherwise be liable in any manner for any of the construction, design, engineering or renovations of the Projects or the suitability thereof nor have any liability resulting from the use or operation by the BOE. It is hereby agreed and acknowledged by all parties hereto that the City and the County are solely providing the funding for the acquisition, construction and renovation of the Projects to the extent of their portions of the Net Proceeds and investment earnings thereon and that the transactions described herein are solely for the purpose of facilitating the financing. Neither the City nor the County has or will have any express or implied obligations, responsibility or liability relating to the suitability of the construction, design, engineering, architecture, safety, use or operation of the Projects, which is all being conducted and controlled by the BOE. To the fullest extent allowed by law, BOE does hereby

release and forever discharge the City and the County from any and all liability relating to the construction, renovation, design, engineering, use or operation of the Projects.

4.2 Insurance Required.

(a) During the construction and renovation of the Projects, BOE shall obtain and maintain the following coverages: (i) an "All Risks" Property Insurance Policy issued by the State of Alabama Insurance Fund, Risk Management Division, covering the buildings and improvements on the Projects in an amount equal to the replacement value thereof, subject to the terms and limitations of the policy, exclusive of foundations, slabs, parking lots and other site improvements, naming the BOE as the insured and loss payee and, if available, the City and County as additional named insureds, as their interest may appear; provided, however, that all losses thereunder shall be adjusted by and paid to BOE; and (ii) a General Liability and Errors and Omissions Liability Fund Coverage Agreement issued by Alabama Trust for Boards of Education ("ATBE") (or by another duly authorized self-insured risk management cooperative or duly licensed insurance company, in the event the BOE ceases to obtain said coverage from ATBE), covering the BOE in the amount of \$1,000,000.00 for each claim made and \$2,000,000.00 aggregate for general liability and for errors and omissions. The BOE shall provide the City and County copies of declaration pages evidencing that said coverages are in effect and, if requested by the City or County and if available, certificates evidencing such coverages.

(b) In addition to the coverages to be provided by the BOE as provided above, the BOE agrees that, during the construction and renovation of the Projects, the BOE shall cause each Contractor to obtain and maintain workmen's compensation insurance in an amount no less than the statutory minimums and "All Risk Builder's Risk Insurance" in an amount equal to the full replacement value of the work provided by said Contractor naming the Contractor, BOE and City and County as named insureds or additional named insureds, as their interests may appear; provided, however, that the BOE shall be loss payee and all losses shall be adjusted by and paid to the BOE (or the BOE and Contractor, as their interests may appear). Certificates of insurance showing that such coverage is irrevocably bound in favor of the BOE and City and County shall be provided to the BOE and City by the Contractor prior to the commencement of any work on the Project in question. Such insurance policies shall provide that such insurance coverage may not be cancelled, modified or terminated without at least thirty (30) days prior written notice to the City, County, and BOE. Such "All Risk Builder's Risk Insurance" shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal. In addition, during the construction, renovation or repair of the Project, BOE shall cause each Contractor to obtain and maintain general liability insurance coverage covering bodily and

personal injury to persons (including death) and damage to property in the minimum amount of \$1,000,000.00 for each claim, \$2,000,000.00 aggregate and \$1,000,000.00 umbrella policy, or such greater amounts as may be required by the BOE, written by such insurance companies licensed in the State of Alabama as the BOE may approve, naming the BOE, County and the City as additional named insureds thereunder. Such insurance policies shall provide that the coverage shall not be modified, terminated or cancelled without at least thirty (30) days prior written notice to the BOE, City and County. Certificates from each such Contractor evidencing such insurance as irrevocably bound in favor of the City and County shall be provided to both the City and County prior to commencement of any work on the Project in question.

ARTICLE V CONDITIONS PRECEDENT

5.1 Conditions Precedent to City's Obligations. Anything in this Agreement to the contrary notwithstanding, the City shall not be obligated to undertake any action hereunder until the City shall receive from each other party hereto a certified copy of their respective minutes and resolutions approving this Agreement accompanied by a duly executed counterpart of this Agreement by each other party to this Agreement.

5.2 Conditions Precedent to BOE's Obligations. Anything in this Agreement to the contrary notwithstanding, the BOE shall not be obligated to undertake any action hereunder until the BOE shall have received from each other party hereto a certified copy of their respective minutes and resolutions approving this Agreement accompanied by a duly executed counterpart of this Agreement by each other party to this Agreement.

5.3 Conditions Precedent to County's Obligations. Anything in this Agreement to the contrary notwithstanding, County shall not be obligated to undertake any action hereunder until the County shall receive from each other party hereto a certified copy of their respective minutes and resolutions approving this Agreement accompanied by a duly executed counterpart of this Agreement by each other party to this Agreement.

ARTICLE VI EVENTS OF DEFAULT

Any one or more of the following shall constitute an event of default under this Agreement by the BOE (herein called a "Event of Default") (whatever the reason for such event

or whether it should be voluntary or involuntary, be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i) the dissolution or liquidation of the BOE, or the filing by the BOE of a voluntary petition of bankruptcy or the BOE's seeking or consenting to or acquiescing in the appointment of receiver of all or substantially all of its property, or adjudication of the BOE as a bankrupt, or any assignment by BOE of all or substantially all of its property for the benefit of its creditors, the entry by BOE into an agreement of composition with its creditors, or if a petition or answer is filed by BOE proposing the adjudication of the BOE as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within sixty (60) days from such filing provided, however, that the foregoing defaults shall not be deemed an Event of Default if a governmental successor assumes the BOE's duties under applicable laws and this Agreement within sixty (60) days after the expiration of the applicable cure period for such default by the BOE; or

(ii) the System or any Project hereunder shall no longer be operated or governed by the BOE or its governmental successor who shall have assumed its duties under applicable laws and this Agreement; or

(iii) the failure by the BOE to perform or observe any of its agreement or covenants contained in this Agreement (other than an agreement or covenant a default and the performance of a breach which is elsewhere in this Section specifically dealt with), which failure shall have continued for a period of sixty (60) calendar days after written notice specifying, in reasonable detail, the nature of such failure and requiring BOE to perform or observe the agreement or covenant with respect to which it is delinquent shall have been given to BOE by the City or County, unless (a) the City or County Representatives agree in writing to an extension of such period prior to its expiration with BOE, or (b) during such sixty (60) day period or any extension thereof, BOE has commenced and is diligently pursuing appropriate corrective action, or (c) BOE is, by reason of force majeure at the time, prevented from performing or observing the agreement or covenant with respect to which it is delinquent, or (d) if a governmental successor of the BOE assumes the BOE's duties under applicable laws and this Agreement within sixty (60) days after the expiration of the applicable cure period for such failure.

If an Event of Default exists, the City or the County, or both, may proceed to protect its rights hereunder by suit in equity, action at law or other appropriate proceedings, whether for specific performance of any covenant or agreement of BOE herein contained or in aid of the

exercise of any power or remedy granted to the City or the County under this Agreement or at law or in equity and the City and County may cease any further disbursements under the Escrow Agreement by written direction to the Escrow Agent until the cure of such Event of Default to the satisfaction of each of the City and County. Notwithstanding the forgoing and irrespective of any other provision hereof, upon issuance of the bonds by the District, the respective obligations of the City and County pursuant to the City Funding Agreement and County Funding Agreement respectively shall be finally established and the City and County shall make the payments as required by the terms of those agreements. An Event of Default hereunder shall have no effect whatsoever on the obligations set forth in the City Funding Agreement and County Funding Agreement.

All rights, remedies and powers provided in this Agreement may be exercised only to the extent the exercise thereof does not violate any applicable provision of law on the premises, and all of the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that the same will not render this Agreement invalid or unenforceable.

ARTICLE VII MISCELLANEOUS

7.1 Severability; Enforceability. The provisions of this Agreement shall be severable. In the event any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions hereof.

7.2 Entire Agreement. This Agreement, including any and all exhibits and appendices hereto, contains the entire agreement of the parties regarding the transactions described herein and there are no representations, oral or written, relating to the transactions described herein which have not been incorporated herein. Any agreement hereafter made shall be ineffective to change, modify, or discharge this Agreement, in whole or in part, unless such later agreement is in writing and is signed by all parties hereto.

7.3 Counterparts. This Agreement, and all other agreements and other documents executed in connection with this transaction or any modifications thereof or amendments thereto, may be executed in any number of counterparts that may be delivered by facsimile or email, all of which shall be deemed an original for all purposes and shall constitute one agreement binding on the parties to this Agreement or any other agreement and other documents executed in connection with this transaction or any modifications thereof or amendments thereto.

7.4 Binding Effect; Governing Law. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and permitted assigns. No party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other parties hereto. This Agreement shall be governed exclusively by, and construed and interpreted in accordance with, the laws of the State of Alabama.

7.5 Notices. All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the party or to an officer of a party to whom the same is directed, or mailed by certified mail, return receipt requested, postage prepaid, sent by overnight courier, or transmitted by telecopy or email (provided that a written copy of such telecopied or emailed notice is also sent by one of the methods specified herein within one (1) business day thereafter) addressed as follows:

(1) If to BOE: The Board of Education of Montgomery County
Attn: Chairman
307 S. Decatur Street
Montgomery, Alabama 36104
Fax: (334) 269-3076
Email: melissa.snowden@mps.k12.al.us

With a copy to: Superintendent of Education
307 S. Decatur Street
Montgomery, Alabama 36104
Fax: (334) 269-3076
Email: margaret.allen@mps.k12.al.us

(2) If to City: City of Montgomery
Attn: Mayor
103 N. Perry Street, Room 200
Montgomery, Alabama 36104
Fax: (334) 241-2266
Email: mayor@montgomeryal.gov

(3) If to County: Montgomery County Commission
Attn: Chairman
100 S. Lawrence Street
Montgomery, Alabama 36104
Fax: (334) 832-2533

Email: eltondean@mc-ala.org

Any notice or other documents shall be deemed to be received as of the date delivered, if delivered personally, two (2) business days after the date deposited in the mail, if mailed, the next business day, if sent by overnight courier, or the date of transmission if delivered by telecopy or email. Each party shall have the right to change its notice address by a like notice to the other parties' address as provided herein.

7.6 No Waiver. No consent or waiver, express or implied, by any party hereto to any breach or default by any other party in the performance by such other party of its obligations hereunder shall be valid unless in writing, and no such consent or waiver to or of one breach or default shall constitute a consent or waiver to or of any other breach or default of performance of such other party of the same or any other obligations of such party hereunder. Failure on a part of any party to complain of any act or failure to act of another party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of such party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of any party hereto shall not be construed to waive or limit the need for such consent in any other or subsequent instance.

7.7 Remedies. Whenever any party hereto shall default in the performance of its obligations under this Agreement, the other parties hereto may take whatever legal action (including, but not limited to, actions for damages or actions for specific performance, injunctions or mandamus) that it shall deem necessary or desirable to enforce any agreement or condition contained herein or any other obligation of the defaulting party imposed by law. The parties hereto recognize, and will not object to, an action for specific performance, injunctions or mandamus.

7.8 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be a partnership or joint venture between any of the parties hereto their respective permitted successors and assigns.

7.9 Headings. The headings and captions used in this Agreement are for convenience of reference only and shall not form a part hereof nor be deemed to limit the provisions hereof.

7.10 No Third-Party Beneficiaries. Notwithstanding anything contained herein to the contrary, this Agreement and its provisions are intended only for the benefit of the parties executing this Agreement and their respective permitted successors and assigns, if any, and neither this Agreement nor any of the rights, interests, duties or obligations hereunder is intended for the benefit of any other person or third-party. No third-party shall have any rights as a third-party beneficiary of this Agreement.

7.11 Further Assurances. Each of the parties hereto agrees to take such actions and to execute and deliver such documents and instruments as are necessary or required in order to more fully effectuate the terms of this Agreement, provided that such agreement to take actions and execute documents and instruments imposes no obligation to execute and deliver such instrument or document which increases the obligations, duties, responsibilities or liabilities or reduces the rights or remedies of the party hereto so executing the document from those duties, responsibilities, obligations, liabilities, rights and remedies set forth in this Agreement, without express reference therein to the increase in such duties, obligations, responsibilities or liabilities or the reduction in such rights or remedies by that party and approval thereof as evidenced by such party's signature thereon. The parties hereto further agree to reasonably cooperate in order to effectuate the intent of this Agreement.

7.12 Approval by Superintendent. By the Superintendent's signature for approval set forth below, this Agreement shall be deemed approved by the Superintendent of the BOE for all purposes and in all respects under applicable law and shall constitute a representation and warranty that this Agreement has been recommended for execution, delivery and performance by the Superintendent.

7.13 Meaning of Terms. All references in this instrument to designated "Articles", "Sections" and other subdivisions are to the designated Articles, Sections and subdivisions of this instrument as originally executed. The terms "herein," "hereof" and "hereunder" and other words of similar import referred to this agreement as a whole and not to any particular Article, section or other subdivision.

7.14 Date of Agreement. The date of this Agreement is intended and as for a date for the convenience of identification of this Agreement and is not intended to indicate that this Agreement was executed and delivered on said date.

7.15 Deficiency. The parties hereto agree and acknowledge that the obligations of the City and County hereunder are limited to their respective portions of the Net Proceeds and any income and earnings that may be earned thereon while held under the Escrow Agreement. Accordingly, if the total costs of acquiring, constructing and renovating the Projects or any Project exceeds the amount of the Net Proceeds and such net investment earnings thereon held from time to time in the Project Accounts under the Escrow Fund, BOE shall bear the amount of such Project Costs in excess of such amounts in the Escrow Fund, and neither the City nor the County shall have any liability or obligation, financial or otherwise, to contribute to such excess Project Costs.

7.16 Prior Agreements. This Agreement supersedes in its entirety any and all other agreements, verbal or written, concerning the payment of and the subject matters dealt with herein. In furtherance (but not in limitation) of the foregoing, the parties hereto hereby acknowledge and agree that the terms and provisions of this Agreement shall govern and control with respect to the subject matter hereof.

7.17 Expenses. In addition to any other contributions or obligations, the legal and other expenses for preparing this Agreement and the Escrow Agreement shall be paid by each party hereto in proportion to their expected contribution to the Projects.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned, as representatives of the City, have hereunto set their hands and seal to this Project, Funding and Cooperation Agreement, to be effective as of the date first above written.

"City"

City of Montgomery, Alabama

(SEAL)

Attest:

By: _____
Todd Strange, Mayor

By: _____
Brenda G. Blalock, City Clerk

IN WITNESS WHEREOF, the undersigned, as Superintendent and representatives of the BOE, have hereunto set their hands and seal to this Project, Funding and Cooperation Agreement, to be effective as of the date first above written.

“BOE”

**The Board of Education of
Montgomery County, Alabama**

(SEAL)

By: _____
Margaret Allen, Superintendent of the Board of
Education of Montgomery County

IN WITNESS WHEREOF, the undersigned, as representatives of the County, have hereunto set their hands and seal to this Project, Funding and Cooperation Agreement, to be effective as of the date first above written.

"COUNTY"

Montgomery County Commission

(SEAL)

Attest:

By: _____
Elton N. Dean, Sr., Chairman

By: _____
Donald L. Mims
County Administrator

Exhibit "A"

Projects

LAMP to the Parisian Building. Program Budget \$11,000,000.00. Project to include LAMP educational requirements, athletic fields, new gym, and school will front McGhee Road.

MTEC to the JC Penney Building. Program Budget \$9,000,000.00. Project to include career academy center, miscellaneous classrooms and other office and support facilities as required.

Park Crossing Addition. Program Budget \$13,000,000.00. Project to include an educational pod addition similar to the two existing educational pods, an auxiliary gym, and additional parking as required.

Exhibit "B"
Form of Escrow Agreement

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Agreement") is made and entered into as of the ___ day of _____, 20___, by and among _____, a national banking association ("Escrow Agent"), the **City of Montgomery**, a body corporate and politic under the laws of the State of Alabama ("City"), **Montgomery County Commission**, a public instrumentality organized and existing under the laws of the State of Alabama ("County"), and **The Board of Education of Montgomery County**, a public instrumentality organized under the laws of the State of Alabama ("BOE").

WITNESSETH:

In consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto recite and agree as follows:

ARTICLE 1
GENERAL

Section 1.01. City, County and BOE have entered into that certain Project, Funding and Cooperation Agreement dated as of even date herewith ("Project Agreement") for the acquisition, construction, and renovation of public schoolhouses and facilities therein described as Projects. Pursuant to the Project Agreement, each of the City and County have agreed to make the City and County Contribution (as defined therein) and to deposit or cause to be deposited their respective portions of the City and County Contribution into separate escrow accounts established with the Escrow Agent so that the funds and investments thereof may be distributed in the manner described in the Project Agreement and herein for the Project Costs of the Projects.

Section 1.02. The capitalized terms used but not defined herein shall have the meanings given to them in the Project Agreement.

Section 1.03. Upon the satisfaction of certain conditions precedent described in the Project Agreement, the City and County shall caused to be deposited with the Escrow Agent the City and County Contribution, respectively, with such funds to be respectively credited to the City Project Account and the County Project Account established in Article 2 hereof and used to pay Project Costs (as defined in the Project Agreement) and other amounts therein and herein set forth.

Section 1.04. Under the Project Agreement, BOE is responsible for the acquisition, construction, and renovation of each of the Projects and has agreed to take such actions and to execute and deliver such documents as required by the Project Agreement. The City and County agree that disbursements are to be made from the City Project Account and the County Project Account to the BOE (or, in the case of rebate or yield reduction payments, to the City or County) in the manner set forth herein.

Section 1.05. City and County agree to employ Escrow Agent to receive, hold, invest and disburse their respective moneys deposited hereunder, together with all interest accrued thereon, all as hereinafter provided; however, Escrow Agent shall not be obligated to assume or perform any obligation of City, County, or BOE under the Project Agreement by reason of anything contained in this Agreement.

Section 1.06. Each of the parties hereto has full power and authority to enter into this Agreement, and has taken all actions necessary to duly authorize the execution and delivery of this Agreement by the officers whose signatures are affixed hereto.

ARTICLE 2 **ESCROW FUND**

Section 2.01. Escrow Agent shall establish special escrow accounts with respect to each of the City Contribution and the County Contribution. One escrow subaccount shall be designated the City of Montgomery Project Account (the "City Project Account") to hold the City Contribution, together with all interest accrued thereon, and the other separate escrow subaccount shall be designated the Montgomery County Project Account (the "County Project Account") to hold the County Contribution, together with all interest accrued thereon. Each of the City Project Account and the County Project Account shall be kept as separate accounts and shall be separate and apart from all other funds and monies held by the Escrow Agent and not co-mingled with any other account except that, following its receipt of a duly completed Payment Request Form, the Escrow Agent shall create a separate account into which the City Portion and County Portion (as defined below) of the costs reflected in the Payment Request Form are deposited in order to permit one check to be disbursed to the BOE (or to the City or County, in the case of rebate or yield reduction payments) for all Project Costs identified in said Payment Request Form and the attachments thereto. Each of the City Project Account and County Project Account shall be administered as provided in this Agreement. The City Project Account and County Project Account are each individually referred to as "Project Account" and are collectively herein referred to as the "Escrow Fund".

Section 2.02. Escrow Agent shall use the moneys in the Escrow Fund to pay the BOE for the Project Costs (or to the City or County for payment of any rebate or yield reduction payments of the City or County) in the manner hereinafter described, upon receipt of a payment request form as attached hereto as **Exhibit "A"** ("Payment Request Form"), executed on behalf of the City, County and BOE (or only the City or County, as the case may be, in the case of rebate or yield reduction payments), fully completed and accompanied by all supporting documents described therein. The BOE shall be permitted to make no more than three (3) draws per calendar month hereunder. For purpose of this Agreement such Payment Request Form is required to be signed on behalf of the City by either the Mayor or the Finance Director for the City, for the County by either the Chairman or Vice Chairman of the Montgomery County Commission or the County Administrator or the Deputy County Administrator, and for the BOE by either the Superintendent or the Chief School Financial Officer thereof. The moneys requested to be paid in the duly completed Payment Request Form shall be funded with a percentage of the approved Project Costs being disbursed from the City Project Account at the City Contribution Percentage ("City Portion") and a percentage of the approved Project Costs to be disbursed from the County Project Account at the County Contribution Percentage

("County Portion") except that the payment for rebate or yield reduction payments shall come solely from the Project Account of the party hereto requesting such disbursement. Upon receipt of a fully completed and executed Payment Request Form from BOE, accompanied by all required documentation for payment of Project Costs other than rebate or yield reduction payments, an amount equal to the Project Costs as shown therein shall be paid directly to the BOE and shall be used by the BOE to pay the Project Costs specified therein; provided, however, in the event the funds in either Project Account have been fully disbursed prior to the disbursement of all of the funds in the other Project Account (whether due to a difference in the interest rate or other income earned on either Project Account or for any other reason whatsoever), then and in such event all future disbursements of Project Costs shall be made from the remaining Project Account until all of the funds in said Project Account have been fully disbursed. Any request for payment of rebate or yield reduction payments shall be made by the City or County and shall be payable to the City or County which is requesting the same. Upon receipt of a written notice from both the City and County that an Event of Default has occurred under the Project Agreement and is continuing beyond the expiration of any cure period hereunder and directing that no further disbursements be made from the Escrow Fund, Escrow Agent shall cease disbursing any funds pursuant to Payment Request Forms duly completed for costs incurred after that date unless and until said Event of Default has been cured; provided, however that Escrow Agent shall disburse funds from the Escrow Fund with respect to all Payment Request Forms duly completed by and received prior to the date of receipt of the written notice and expiration of any applicable cure period for Project Costs incurred prior to that date.

Section 2.03. Upon receipt of written notice from the City or County that an Event of Default has occurred under the Project Agreement and directing liquidation of the Escrow Fund, Escrow Agent shall send a copy of said written notice to BOE and BOE shall have a period of thirty (30) days after its actual receipt of said notice to either agree to such liquidation or to contest said Event of Default. In the event that BOE does not send a written notice contesting said Event of Default prior to the expiration of said 30-day period or upon receipt of a notice from BOE, City and County that they have mutually determined not to complete the acquisition or funding of the Projects in part or in whole, the Escrow Agent shall liquidate all investments then held in each of the City Project Account and County Project Account applicable to the Project or Projects that the Parties have agreed not to complete. In the event of such liquidation, the Escrow Agent shall transfer the proceeds thereof and all other moneys held in the City Project Account to the City and shall transfer the proceeds thereof and all other moneys held in the County Project Account to the County. In the event of any dispute between the BOE, City and County (or either of them), the Escrow Agent, at its option, shall either (a) continue to hold the Project Accounts pursuant to this Agreement without further disbursement until the final resolution of such dispute by either an agreement of the parties or a final non-appealable judgment entered by a court of competent jurisdiction, whereupon said Project Accounts shall be held, invested, distributed and/or liquidated in accordance with such final resolution, or (b) interplead said funds in accordance with Section 4.03 of this Agreement.

Section 2.04. Escrow Agent shall only be responsible for the safekeeping and investment of the moneys held in the Escrow Fund, and the disbursement thereof in accordance with this Agreement, and shall not be responsible for the authenticity or accuracy of such certifications or documents, the application of amounts paid pursuant to such certifications by

the persons or entities to which they are paid, or the sufficiency of the moneys credited to the Escrow Fund to make the payments herein required.

ARTICLE 3
MONEYS IN ESCROW FUND; INVESTMENT

Section 3.01. The moneys and investments held by Escrow Agent under this Agreement in the respective Project Accounts are irrevocably held in trust for the benefit of City and County as to their respective Project Accounts, on the terms and conditions herein contained, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of City, County, BOE or Escrow Agent. City, County, BOE and Escrow Agent intend that the Escrow Fund constitute an escrow account in which BOE has no legal or equitable right, title or interest except and only to the extent as expressly provided in this Agreement or in the Project Agreement. Escrow Agent shall hold the Escrow Fund and the securities and monies held therein for the purposes herein set forth and shall dispose of the Escrow Fund only in accordance with the terms and conditions of this Escrow Agreement. Except for the lien provided in Section 4.02 hereof, which is not waived, Escrow Agent hereby waives any and all security interests or liens that Escrow Agent may now have or hereafter obtain in either Project Account or in the Escrow Fund as a whole under the applicable laws of the State of Alabama or otherwise.

Section 3.02. Moneys held by Escrow Agent hereunder shall be invested and reinvested by Escrow Agent in Qualified Investments, as defined in Section 3.05 hereof on the terms contained herein and if not so invested shall be collateralized as SAFE Deposits under Chapter 14A of Title 41 of the Code of Alabama (1975), as amended. The monies held by the Escrow Agent in the City Project Account shall be invested and reinvested by Escrow Agent in accordance with the instructions of the City in such Qualified Investments and interest and other income earned thereon shall be deposited in and shall become a part of the City Project Account, and the monies held by the Escrow Agent in the County Project Account shall be invested and reinvested by Escrow Agent in Qualified Investments in accordance with the instructions of the County and interest and other income earned thereon shall be deposited in and shall become a part of the County Project Account. The investments in each such Project Account shall be registered in the name of the Escrow Agent and held for the benefit of the City or County, as the case may be. BOE shall be responsible for providing to the Escrow Agent and each of the City and County a timetable (and any amendments thereto) upon which projected disbursements will be needed from the Escrow Fund in sufficient time to permit the City, County and Escrow Agent to make investment decisions relating thereto. Such investments and reinvestments are to be made giving full consideration for the time at which funds will be needed under such timetable.

Section 3.03. Escrow Agent shall, without further direction from any party hereto, sell such investments as and when required to make any payment from the Escrow Fund. Any income received on such investments in a Project Account shall be credited to the respective Project Account in which such investments are held.

Section 3.04. Escrow Agent shall furnish to City, County and BOE reports accounting for all funds, investments, interest and income in and from the Project Accounts. Such accounting reports shall be furnished no less frequently than monthly and otherwise upon request of City, County and BOE. The City and County shall each be liable for any loss suffered in connection with any investment of moneys made by the Escrow Agent in accordance with this Agreement and shall each be obligated to reimburse their respective Project Accounts in an amount equal to the losses attributable to the directed investments.

Section 3.05. As used in this Agreement, the term "Qualified Investments" means, to the extent public funds are permitted to be invested under applicable laws of the State of Alabama in the following: (a) securities which are general obligations of or are guaranteed as to the payment of principal and interest by the United States of America; (b) obligations, debentures, notes or other evidences of indebtedness issued or guaranteed by any of the following: Federal Home Loan Bank System, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Corporation or Federal Housing Administration; (c) commercial paper issued by corporations organized under the laws of a state of the United States which are rated one of the three highest rating categories by Standard & Poor's Ratings Services, a division of the McGraw Hill Companies, Inc., or Moody's Investors Service, Inc.; (d) certificates of deposit issued by or other forms of deposit in any national or state bank to the extent that such deposits are fully insured by the Federal Deposit Insurance Corporation or any successor agency which is backed by the full faith and credit of the United States; or (e) in shares of a money market fund (including a money market fund for which Escrow Agent and its affiliates provide advisory, custodial, administrative or similar services and receives fees), provided: (x) the money market fund is registered under the Investment Company Act of 1940; (y) the money market fund has been rated by a nationally recognized statistical rating organization in one of that organization's three highest mutual fund rating categories; and (z) the money market fund's investments are limited to those Qualified Investments listed in (a), (b), or (c) above. Derivative products are not "Qualified Investments" for purposes of this Agreement. As to the question of whether a Qualified Investment is permitted to be acquired with funds under the City Project Account or the County Project Account, Escrow Agent shall be entitled to rely upon a written opinion of counsel to the City or the County, as the case may be, with respect to the investment of the public funds in such Qualified Investment.

ARTICLE 4 **ESCROW AGENT'S AUTHORITY; INDEMNIFICATION**

Section 4.01. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument executed by an authorized person set forth above. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, and its duties hereunder shall be limited to those specifically provided herein.

Section 4.02. Escrow Agent shall be vested with a lien on all property deposited hereunder for indemnification pursuant to Section 4.03 hereof, for reasonable attorneys' fees and court costs for any suit, interpleader or otherwise, or any other expenses, fees or charges of

any character or nature, which may be incurred by Escrow Agent by reason of disputes arising among City, County and BOE as to the correct interpretation of this Agreement and instructions given to Escrow Agent hereunder, or otherwise, with the right of Escrow Agent, regardless of the instructions aforesaid, to hold the said property until and unless said additional expenses, fees and charges shall be fully paid.

Section 4.03. If City, County or BOE shall be in disagreement about the interpretation of this Agreement, or about the rights and obligations, or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, but shall not be required to, file an appropriate civil action (including, but not limited to, an interpleader) to resolve the disagreement. Escrow Agent shall be indemnified from the Escrow Fund for all costs, including reasonable attorneys' fees, actually and reasonably incurred in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Agreement until a final non-appealable judgment or settlement in such action is received.

Section 4.04. Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or misconduct.

ARTICLE 5 **ESCROW AGENT'S COMPENSATION**

Escrow Agent's compensation for the services to be rendered hereunder is set forth in **Exhibit "B"** attached hereto. The City, County and BOE, in proportion to their contributions to the Project, hereby agree to pay and/or reimburse Escrow Agent upon request for all expenses, disbursements and advances, ongoing annual administration fees, investment fees or other charges, including reasonable attorneys' fees, incurred or made by it in connection with carrying out its duties hereunder and such fees and charges may not be deducted from investment earnings on the Escrow Fund.

ARTICLE 6 **CHANGE OF ESCROW AGENT**

Section 6.01. A national banking association located in the United States or a state bank or trust company organized under the laws of a state of the United States, qualified as a depository of public funds, may be substituted to act as Escrow Agent under this Agreement upon agreement of City, County and BOE. Such substitution shall not be deemed to affect the rights or obligations of the parties hereto. Upon any such substitution, the then acting Escrow Agent agrees to assign to such substitute Escrow Agent its rights under this Agreement and to transfer all funds and investments held in the Project Agreement to such substitute Escrow Agent.

Section 6.02. Escrow Agent or any successor may at any time resign by giving written notice to City, County and BOE of its intention to resign and of the proposed date of resignation, which shall be a date not less than sixty (60) days after such notice is deemed sent in accordance with the notice provisions contained in Section 7.02 of this Agreement, unless an

earlier resignation date and the appointment of a successor Escrow Agent shall have been or are approved by City, County and BOE.

**ARTICLE 7
ADMINISTRATIVE PROVISIONS**

Section 7.01. Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Agreement, which shall be available for inspection, copying, examination, audit and review by City, County and BOE, or the agent of any of them, at any time during regular business hours.

Section 7.02. All notices, certificates, requests, demands and other communications provided for hereunder shall be in writing and shall be (a) personally delivered, (b) sent by certified United States mail postage prepaid, return receipt requested, (c) sent by overnight courier of national reputation, or (d) transmitted by telecopy or email (provided that a written copy of such telecopied or emailed notice is also sent by one of the three methods specified in clauses (a), (b) and (c) above within one (1) business day thereafter), in each case addressed to the party to whom notice is being given at its address as set forth below and, if telecopied or emailed, transmitted to that party at its telecopier number or email address set forth below or, as to each party, at such other address, telecopier number or email address as may hereafter be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section. All such notices, requests, demands and other communications shall be deemed to have been given on (a) the date received if personally delivered, (b) when deposited in the mail if delivered by mail, (c) the date sent if sent by overnight courier, or (d) the date of transmission if delivered by telecopy or email.

(1) If to BOE: The Board of Education of Montgomery County
Attn: Chairman
307 N. Decatur Street
Montgomery, Alabama 36104
Fax: (334) 269-3076
Email: melissa.snowden@mps.k12.al.us

With a copy to: Superintendent of Education
307 N. Decatur Street
Montgomery, Alabama 36104
Fax: (334) 269-3076
Email: margaret.allen@mps.k12.al.us

(2) If to City: City of Montgomery
Attn: Mayor
103 N. Perry Street, Room 200
Montgomery, Alabama 36104
Fax: (334) 241-2266
Email: mayor@montgomeryal.gov

(3) If to County: Montgomery County Commission
Attn: Chairman
100 S. Lawrence Street
Montgomery, Alabama 36104
Fax: (334) 832-2533
Email: eltondean@mc-ala.org

(4) If to Escrow Agent:

Section 7.03. This Agreement shall be construed and governed in accordance with the laws of the State of Alabama.

Section 7.04. Any provisions of this Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Agreement, or the Project Agreement.

Section 7.05. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.

Section 7.06. This Agreement may be executed in any number of counterparts that may be delivered by hand, facsimile or email, all of which shall be deemed an original for all purposes and shall constitute one agreement binding on the parties to this Agreement.

Section 7.07. This Agreement shall terminate upon disbursement by Escrow Agent of all moneys held by it hereunder in accordance with its terms.

Section 7.08. This Agreement and the Project Agreement constitutes the entire agreement of the parties relating to the subject matter hereof.

Section 7.09. To the extent permitted by law, the terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the parties hereto, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

Section 7.10. Notwithstanding anything to the contrary provided herein, it is understood and agreed that the provisions of this Agreement are and will be solely for the benefit of the parties hereto and are not for the benefit of any third party; accordingly, no third party shall have any rights as a third-party beneficiary of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

("Escrow Agent")

By: _____
Its _____

City of Montgomery
("City")

By: _____
Todd Strange, Mayor

Montgomery County Commission
("County")

By: _____
Elton N. Dean, Sr. Chairman

The Board of Education of
Montgomery County
("BOE")

By: _____
Margaret Allen, Superintendent of the Board of
Education of Montgomery County

Exhibit A to Escrow Agreement

FORM OF PAYMENT REQUEST FORM

Payment Request No. _____

The Board of Education of Montgomery County ("BOE") hereby requests _____ as escrow agent ("Escrow Agent") under the Escrow Agreement dated as of _____, 20____ (the "Escrow Agreement") by and among Escrow Agent, the City of Montgomery ("City"), Montgomery County Commission ("County") and BOE, to make payment from the Escrow Fund (as defined in the Escrow Agreement) to the BOE for payment by the BOE of Project Costs payable to the payees more particularly described on the schedules attached hereto and made a part hereof as though set forth in full herein. If requested by City or County, payment may be made to the City or County, as the case may be, to make yield reduction payments or pay its arbitrage rebate liability related to their respective Project Account.

Project Description: _____

<i>Payee</i>	<i>Address</i>	<i>Amount To Be Paid</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____

In connection therewith, the undersigned officer of BOE hereby certifies as follows:

1. All of the provisions of the Project Agreement are incorporated herein by reference and capitalized terms used, but not defined, herein shall have the meanings assigned to them in the Project Agreement.
2. The building materials subject to this Payment Request Form comprise a portion of the Project or Projects listed above, each of which is a Project described in the Project Agreement, and such building materials have been delivered to, inspected by, accepted by and used by the BOE.
3. The payments to be made to the BOE set forth above are for the acquisition, construction, renovation, repair, equipping, furnishing, or moving expenses of one or more Projects and the payments have not been the basis for a prior request which has been paid. The BOE shall pay funds to the payees for the Project Costs more particularly identified on the schedules attached hereto and made a part hereof as though set forth in full herein. Such payees have delivered to BOE appropriate lien waivers for the amounts requested to be paid. BOE has received an AIA project progress certification executed by each of the Project's architect and

contractor, which executed certification is attached hereto. BOE shall pay such payees as soon as reasonably possible following receipt of funds hereunder.

4. All of BOE's representations, covenants and warranties contained in the Project Agreement were true and accurate in all material respects as of the date made, and remain true and accurate in all material respects as of the date of this Payment Request Form, and BOE has fully and satisfactorily performed all of its covenants and obligations to date required under the Project Agreement. No default or Event of Default has occurred and is continuing under the Project Agreement.

5. BOE understands that City, County and Escrow Agent are relying on the certifications herein with regard to and in connection with approving the disbursement requested hereby.

6. BOE has attached hereto all *invoices and/or bills of sale* relating to the Project materials acquired and the services provided for which payment is being requested hereunder.

If disbursement is requested for payment of arbitrage rebate liability or yield reduction payments with respect to City Obligations or County Obligations:

City ____ or County _____ requests payment of the amount requested to the United States Treasury in payment of its rebate liability or yield reduction payments arising from the City Project Account or County Project Account, as the case may be. In this case, needs no authorization from BOE.

[EXECUTION BEGINS ON NEXT FOLLOWING PAGE]

“BOE”:

**The Board of Education of
Montgomery County**

By: _____
Its _____

APPROVED BY CITY:

City of Montgomery

By: _____
Title: _____
Date: _____

APPROVED BY COUNTY:

Montgomery County Commission

By: _____
As Its _____
Date: _____

Exhibit B to Escrow Agreement

SCHEDULE OF ESCROW AGENT'S FEES

In lieu of and as a reduction from its normal custody fees, Escrow Agent shall receive the sum of \$_____ for each twelve-consecutive month period served as escrow agent hereunder as compensation for its duties and responsibilities hereunder. Escrow Agent shall receive a prorated amount for its final period hereunder that is less than 12-months in duration, with such proration to be based on the numbers of full and partial months served in that last period divided by 12.

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Exhibit B – Page 1

Mr. Terry Davis was present representing this item.

Councillor Burkette made a motion to adopt the foregoing resolution.

Councillor Burkette made a motion to substitute the foregoing Project Funding Agreement & Cooperative Agreement (Exhibit A), which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Chairman called for the vote on the motion to adopt the foregoing resolution, with substituted Project Funding Agreement & Cooperative Agreement (Exhibit A), which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the following proposed resolution:

RESOLUTION NO. 29-2015

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA (the "Council"), which is the governing body of the City of Montgomery, Alabama (the "City") as follows:

Section 1. The Council has ascertained and does hereby find and declare as follows:

j. The Montgomery County Board of Education (the "BOE") has entered into an Agreement for the Purchase and Sale of Property, dated November 25, 2014 (the "Purchase Agreement"), as provided herein as Exhibit "A", whereby the BOE has agreed to purchase certain property from BRC Montgomery Mall, LLC (the "BRC") in order to acquire, construct, and renovate certain buildings and other improvements located, or to be located, at the Montgomery Mall (the "Public Education Project");

k. Pursuant to that Purchase Agreement and the Letter Agreement between the City, the County, and the Company dated November 21, 2014 (a copy of which is attached hereto as Exhibit "B"), the City and the County have determined that it is in the public interest to grant certain incentives to BRC to assist in the redevelopment of the Montgomery Mall and to promote public education through the successful development of the Public Education Project;

l. The Purchase Agreement calls for the City and the County to agree to the abatement of any increase in the City and County non-educational ad valorem taxes assessed against BRC for certain property that BRC has retained as set forth in the Purchase Agreement (the "Seller's Remaining Property"), for a period of 5 years, and to agree to abate 50% of the increase in non-educational ad valorem taxes on the Seller's Remaining Property for a period of 5 years thereafter;

m. The Council deems it to be in the best interest of the City and wise and expedient to provide its portion of the incentives as set forth above and deems the use and expenditure of public funds for the purpose of inducing the Public Education Project within the City in accordance with the Purchase Agreement will serve a valid and sufficient public purpose, including but not limited to (1) promotion of public education within the City, (2) expansion and enhancement of the economic and tax base thereby providing additional revenues for schools, municipal services, and other public needs; (3) increased employment opportunities; (4) promotion, distribution, retail, and commercial activity; and (5) the provision of jobs, and otherwise beneficial effects to the public and citizens of the City;

n. Notice of the public meeting scheduled for February 17, 2015, was published on February 9, 2015, pursuant to Amendment 713 and Amendment 772 to the Alabama Constitution 1901, as amended;

o. At this regular meeting, which is a public meeting, the City held a public meeting regarding the Public Education Project and the City's

involvement therein and permitted those interested therein to comment thereon;

p. The Council desires to authorize and approve the City's provision of its portion of the incentives and otherwise its performance of obligations as described in the Purchase Agreement; and

q. The Council desires to authorize and approve the City's execution and delivery of the Project Agreement.

Section 2. The Council hereby approves and authorizes the use and expenditure of public funds in the form of incentives as set forth in the Purchase Agreement.

Section 3. The Mayor of the City is hereby authorized and directed to execute and deliver any other agreements, documents, letters, and writings as are necessary or proper in order for the City to perform its obligations set forth in the Purchase Agreement and required to effectuate the intent of this Resolution.

EXHIBIT "A"
[PURCHASE AGREEMENT]

AGREEMENT FOR THE PURCHASE AND SALE OF PROPERTY

This Agreement for the Purchase and Sale of Property (the "Agreement"), is made and entered into as of November 25, 2014 (the "Effective Date"), by and between BRC Montgomery Mall, LLC, a Georgia limited liability company (hereinafter referred to as "Seller") and the Board of Education of Montgomery County, a public instrumentality organized under the laws of the State of Alabama (hereinafter referred to as "Purchaser") (both Seller and Purchaser may hereinafter be referred to as "Party" individually or "Parties" collectively).

WITNESSETH:

WHEREAS, Seller desires to sell all of its right, title and interest in and to that certain parcel of land generally outlined in red on Exhibit A attached hereto and by this reference made part hereof, together with all rights, easements and interests appurtenant thereto, and all improvements situated on the real property (hereinafter collectively referred to as the "Property"), subject to and upon the terms and conditions set forth herein; and

WHEREAS, Purchaser desires to purchase the Property from Seller subject to and upon the terms and conditions set forth herein,

NOW, THEREFORE, for and in consideration of the above premises (which are hereby incorporated into the body of this agreement as material terms of this Agreement), the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged by each Party, Purchaser and Seller hereby covenant and agree as follows:

1. Purchase and Sale of Property. Seller hereby agrees to sell the Property to Purchaser, and Purchaser hereby agrees to purchase the Property from Seller, all subject to and upon the terms and conditions set forth in this Agreement.

2. Purchase Price. Subject to adjustment and credits as otherwise specified in this Agreement, the purchase price to be paid by Purchaser to Seller for the Property shall be in the amount of \$750,000.00 (the "Purchase Price"), which Purchase Price shall be paid to Seller at the Closing by wire transfer of immediately available federal funds.

3. Earnest Money; Escrow Agent.

Within ten (10) business days after the Effective Date, Purchaser will deliver to First American Title Insurance Company (the "Title Company") ATTN: Deborah Goodman, 6 Concourse Parkway, Suite 2000, Atlanta, Georgia 30328 ("Escrow Agent"), the sum of \$100,000.00 as earnest money ("Earnest Money").

The Earnest Money shall be a credit towards the Purchase Price at Closing. Except as otherwise provided in this Agreement, the Earnest Money shall be non-refundable. As used herein, "business day" shall mean any day that is not a Saturday, Sunday or a day on which national or state banks in the

State of Alabama or agents or instrumentalities of the State of Alabama are closed for business.

4. Inspection.

Beginning on the day first referenced above and ending on the Closing Date, Purchaser and its agents shall have the right and privilege to enter upon and inspect the Property at reasonable times and upon reasonable prior notice, such rights including, without limitation, the right to perform tests, surveys, environmental and engineering studies, and other examinations that Purchaser desires to make in planning for its ownership of the Property (including, without limitation, title review), all at Purchaser's sole cost and expense. All such work and tests performed by or at the request of Purchaser shall be nondestructive, and Purchaser shall repair any damages to the Property caused by the performance of any such work or tests. Purchaser shall not be obligated to repair damages caused by fire or insurable hazards, and Seller releases Purchaser from any such damage claim; provided, however, Purchaser's independent contractors shall not be allowed to enter the Property until they provide to Seller evidence of liability insurance satisfactory to Seller and Seller does not release such parties or their insurance carriers from negligent or intentional acts by such independent contractors which cause damage to the Property. Purchaser shall be responsible for utility bills, above an October 2014 baseline, for any utilities run in the JC Penney space in the course of Purchaser's investigations.

Seller shall deliver to Purchaser or make available at the mall office complete copies of all of the following documents in Seller's possession and control:

- (a) all environmental studies, inspections and reports relating to the Property and all other property situated within or comprising a part of the property generally known as Montgomery Mall in Montgomery, Alabama;
- (b) all architectural and engineering plans, specifications, drawings and related documents for the Property or any part of parts thereof and of the enclosed mall spaces that adjoin said Property;
- (c) all building condition, structural, soils, roof, HVAC and other studies, inspections and reports relating to the Property or any part of parts thereof and of the enclosed mall spaces that adjoin said Property;
- (d) all licenses, certificates and permits relating to the Property or any part or parts thereof;
- (e) all, if any, service, maintenance and other contracts relating to the ownership or operation of the Property or any part or parts thereof (the "Service Contracts"); and

(f) all, if any, roof, HVAC and other warranties or bonds relating to the Property or any part or parts thereof (the "Warranties").

5. Contingencies. The Parties acknowledge and agree that their respective obligations to close are contingent upon satisfaction or waiver by the Parties of all of the contingencies set forth below in this Section 5 (the "Contingencies"). The Earnest Money shall be refunded to Purchaser and neither Party shall have any further rights or obligations under this Agreement if either Party terminates the Agreement due to the failure to satisfy any of said Contingencies.

(a) The Parties' mutual execution of a new reciprocal easement agreement and/or an amendment to the Existing REA (as said term is hereafter defined), which agreement and/or amendment shall provide for (i) reciprocal parking, access, water, sanitary sewer, fire protection, storm water, party wall easements and agreements; (ii) for so long as the Board owns the Property, restrictions limiting the use of the Property for educational purposes including school, athletic fields, offices (including but not limited to Purchaser's central office and/or satellite offices), parking and related educational purposes; (iii) a covenant to exercise good faith efforts to renovate, open, and operate the Property for school purposes within 36 months after the Closing Date; (iv) the Purchaser agrees that it will not sell the Property during the first thirty-six (36) months after the Closing Date to any other person or entity (except for any transfers required under the Inter-Governmental Agreement or other financing for the benefit of Purchaser); (v) a shared parking area in a location mutually agreed to by Seller and Purchaser, provided that Purchaser may not use such area for parking of buses or parking when school is not in session; and (vi) such other easements, agreements and/or restrictions as either Party shall reasonably deem appropriate. The covenants enumerated in clauses (ii), (iii) and (iv) above shall be limited to the Property that will be conveyed to Purchaser under this Agreement. The Parties agree to work in good faith during the Inspection Period to negotiate the form and substance of such an agreement and/or amendment.

(b) the Parties' mutual agreement as to the exact dimensions of the Property as determined by a survey to be prepared by Larry E. Speaks and Associates, Inc.; the Parties acknowledge that Exhibit A generally describes the Property, and the Parties will work in good faith during the Inspection Period to more particularly describe the Property;

(c) the legal subdivision of the Property; Purchaser shall be responsible for the cost of (i) all drawings, surveys and replats of the Property required for such legal subdivision, (ii) separating water (but not sanitary sewer) and electrical utilities, and fire loops on the Property, (iii) additional utilities or firewalls required for any portion of the Property as a result of such legal subdivision (but not as the result of any improvements to the Seller's

remaining property if made by Seller); and (iv) all other expenses reasonably required for or as a result of such legal subdivision (exclusive of Seller's legal costs) to the extent the foregoing is not fully accomplished at Closing and the parties elect to close the foregoing shall survive closing and shall also be documented in the closing statements;

(d) Seller and Purchaser agree that the fair market value of the Property in excess of the Purchase Price ("Excess Value") is and shall be considered a charitable contribution and donation from Seller to Purchaser at the Closing pursuant to this Agreement. Purchaser and Seller shall comply with all applicable laws concerning the substantiation of the contribution and donation of the Excess Value. The parties agree that the current fair market value of the Property shall be determined by a M.A.I. appraisal (the "Appraisal") to be prepared by CBRE. Said Appraisal shall be delivered to Seller and Purchaser no later than the Closing Date. Seller agrees to pay all of the fees and expenses of the Appraisal, but said Appraisal shall be addressed to and may be relied upon by both Seller and Purchaser. The parties stipulate and agree that effective on the Closing, if Purchaser is a charitable entity (which the parties hereby stipulate that the Board of Education of Montgomery County is a charitable entity), Seller shall be deemed to have made a charitable contribution (the "Charitable Contribution") to the Purchaser in the amount of the Excess Value, which shall be the amount by which the appraised value of the Property as determined by the Appraisal exceeds the Purchase Price for the Property under and pursuant to this Agreement. The intent is that such Charitable Contribution will qualify under Section 170 of the Internal Revenue Code of 1986, as amended (the "Code"). Seller desires to make said Charitable Contribution in furtherance of Purchaser's mission to provide a variety of academic programs and services to meet the diverse educational needs and interests of its students. Purchaser will cooperate with Seller as may be reasonably necessary so that Seller may satisfy the requirements under the Code and Treasury Regulations for such Charitable Contribution, including, without limitation, completing and executing an appraisal summary on IRS Form 8283. Purchaser's obligation to cooperate shall survive the Closing hereunder. Notwithstanding anything to the contrary provided in this Agreement or in any Appraisal, appraisal summary or other documents executed by Purchaser, Seller acknowledges and agrees that Purchaser has not made and shall not make or be deemed to have made any warranty or representation with respect to the appraised value of the Property or with respect to whether or not the Charitable Contribution contemplated herein shall qualify for a charitable or other deduction from Seller's federal or state income taxes.

(e) termination of the Mall Parking Easement Area identified in the Reciprocal Easement Agreement and Declaration of Covenants and Restrictions recorded in RLPY 04385, Page 0438, Montgomery County records (the "Existing REA"), provided that in no event shall either (a) the

existing property now owned by Purchaser in Montgomery Mall (the "Purchaser's Existing Property") and the Property to be purchased by Purchaser (collectively, the "Purchaser's Combined Property") or (b) the Seller's remaining property fails to meet code as to parking, then and in either such event each Party shall cooperate with the other Party in obtaining a variance that approves the remaining parking available to each Party as legally sufficient for each Party's building area and uses (and such a requirement to cooperate shall survive Closing);

(f) ~~the legal subdivision at Seller's cost and expense of the remaining~~ property owned by Seller at the Mall to create the "Outparcel" identified on Exhibit B hereto; Purchaser shall execute such documents as reasonably requested by Seller to substitute a new Exhibit E to the Existing REA showing the Outparcel to the extent the foregoing is not fully accomplished at closing and the parties elect to close the foregoing shall survive closing and shall also be documented in closing statements;

(g) Seller, Purchaser and the City of Montgomery shall have reached a mutually acceptable agreement with respect to (i) said City's requirements for the existing fire corridor between the former JC Penney store and the Seller's remaining property; and (ii) the Purchaser's and City's requirements for perpetual easements or alleyways between the buildings on the Purchaser's combined Property and the Seller's remaining property for maintenance, repairs, demolition, construction and fire protection for said buildings on Purchaser's Combined Property;

(h) Seller's mortgage lender or lenders shall have executed such instruments and agreements as may be necessary or desirable to release all of the Property from its or their mortgages and to subordinate the liens of their respective mortgages to the easements and other agreements contemplated herein;

(i) with respect to Seller's remaining property, the City of Montgomery and County of Montgomery shall document (a) for the first five (5) years after Closing, a total abatement of non-educational ad valorem taxes and (b) for the five (5) years thereafter, a 50% abatement on non-educational ad valorem taxes; such benefits shall run with the land, be transferrable to future purchasers of Seller's remaining property, and the foregoing shall survive closing;

(j) Seller and the City of Montgomery shall have entered into a restrictive covenant agreement restricting the former Steve and Barry's building from use in traditional retail sale uses such that it will not compete with Seller's commercial retail sales property.

(k) Seller and the City of Montgomery and Montgomery County have agreed to an Inter-Governmental Agreement in form and content acceptable to them in order to provide financing for the Property.

(l) Seller's determination that the improvements planned by Purchaser will not trigger any requirement for any alterations or improvements on Seller's remaining property.

6. Closing; Closing Costs. Purchaser and Seller shall consummate the purchase and sale of the Property (the "Closing") on or before thirty (30) days after the Effective Date (the "Closing Date"). At the Closing, Purchaser shall pay the Purchase Price to Seller as set forth in Paragraph 2 hereof, recording costs, Purchaser's attorneys' fees, survey costs, all title examination fees and title insurance premiums and expenses for Purchaser's title insurance policy and all other costs and expenses incurred by Purchaser in closing and consummating the purchase and sale of the Property pursuant hereto. Seller shall pay the attorneys' fees of Seller, the transfer tax (if any) imposed by the State of Alabama and all other costs and expenses incurred by Seller in closing and consummating the purchase and sale of the Property pursuant hereto.

7. Seller's Closing Documents. Seller shall obtain or execute, at Seller's expense, and deliver to Purchaser at Closing the following documents (in recordable form except for the Seller's affidavits and the settlement statement as provided below), all of which shall be duly executed and acknowledged where required:

Statutory Warranty Deed. Statutory Warranty Deed from Seller in the form of Exhibit C conveying to Purchaser Seller's interest in the Property (the "Deed"), subject only to the Permitted Exceptions (as said term is hereinafter defined).

Seller's Affidavit. Affidavit of Seller averring that with respect to the Property i) there are no rights or claims of parties in possession of the subject property claiming by, through or under Seller, ii) that no improvements or repairs have been made on the subject property at the request of Seller during the six-month period immediately prior to the Closing Date for which payment has not been made, and iii) that Seller has not engaged or contracted with any broker that has a right or claim to any commissions in connection with the sale of its respective property by Seller to Purchaser.

FIRPTA Certificate. Such reasonable affidavits or certificates as shall be required to establish that the transaction contemplated in this Agreement is not subject to the provisions of the Foreign Investment Real Property Tax Act of 1980, as amended, and any and all regulations promulgated pursuant thereto, and the withholding requirements of Section 1445(a) of the Internal Revenue Code, as amended.

Affidavit of Seller's Residence. Such reasonable information as is required to allow Purchaser to comply with the obligations of Code of Alabama, 1975, Section 40-18-36.

Reciprocal Easement Agreement. The agreed-upon reciprocal easement agreement, amendments to the Existing REA, re-plat and other agreements referenced in Paragraph 5 above.

Settlement Statement. A settlement statement setting forth the amounts paid by or on behalf of and/or credited to each of Purchaser and Seller pursuant to this Agreement.

Authority. Documents satisfactory to Purchaser and its title company evidencing Purchaser's authority to consummate the transaction contemplated by this Agreement.

Service Contracts. All Service Contracts affecting the Property shall be terminated by Seller at Closing; and Seller shall pay all fees, costs and expenses owed by it under said Service Contracts or as the result of the termination thereof; and

Warranties. At Purchaser's option, all Warranties shall be either terminated or assigned to Purchaser at Closing at Seller's sole cost and expense.

8. Purchaser's Closing Documents. Purchaser shall obtain or execute, at Purchaser's expense, and deliver to Seller at Closing the following documents, all of which shall be duly executed and acknowledged where required:

Settlement Statement. A settlement statement setting forth the amounts paid by or on behalf of and/or credited to each of Purchaser and Seller pursuant to this Agreement;

Authority. Documents satisfactory to Seller evidencing Purchaser's authority to consummate the transaction contemplated by this Agreement.

Reciprocal Easement Agreement. The agreed-upon reciprocal easement agreement referenced in Paragraph 5(a) above.

Donation Portion Documentation. All documents reasonably requested by Seller to confirm the existence and amount of the Donation Portion, but without any warranties or representations of any kind by Purchaser.

9. Property Taxes. Seller shall pay at or prior to Closing all ad valorem taxes owed by it with respect to all of the Property described on Exhibit A and any additional property that is included in the assessment of said Property for the 2014 tax year (which ended on September 30, 2014). Ad valorem taxes for the 2015 tax year (which commenced on October 1, 2014) shall be prorated between the parties at Closing based upon a formula to be agreed to by the Parties prior

to the Closing. Thereafter, each Party shall be solely responsible for all ad valorem taxes assessed against the tracts or parcels of land owned by it for the 2016 and subsequent tax years. The terms and provisions of this paragraph shall expressly survive the Closing and shall not merge upon execution and delivery of the Statutory Warranty Deed.

10. Purchaser's Default. In the event Purchaser fails or refuses to perform any one or more of Purchaser's covenants, duties, agreements, or obligations under this Agreement or is otherwise in default under this Agreement, such event, action or inaction shall entitle Seller, as Seller's sole and exclusive remedy, to terminate this Agreement and receive the Earnest Money from the Escrow Agent as full liquidated damages. The parties hereto hereby acknowledge that it is impossible to more precisely estimate the specific damage to be suffered by Seller, and the parties hereto expressly acknowledge and intend that this provision shall be a provision for the retention of earnest money and not as a penalty. Notwithstanding anything in this Paragraph 10 to the contrary, nothing contained in this Agreement shall limit or otherwise affect any of Seller's rights or remedies against Purchaser arising from any breach or default by Purchaser after the Closing of any obligations in this Agreement which are expressly provided to survive Closing.

11. Seller's Default. In the event of default by Seller under the terms of this Agreement, or in the event of a failure to satisfy any of the contingencies as provided in Section 5 above or a breach of any of Seller's Representations or Warranties under Section 17 hereof, Purchaser may, as its sole and absolute remedy, either (a) terminate this Agreement by written notice to Seller and receive a refund of the Earnest Money, whereupon the parties shall be relieved of all liability and obligations hereunder except those specifically surviving the termination of this Agreement, or (b) avail itself of the remedy of equitable remedy of specific performance; provided, however, that if Purchaser does not file such action for specific performance within sixty (60) days of the outside date for the Closing of this sale, Purchaser waives its right to pursue specific performance as a remedy and is deemed to have elected (a) above.

Broker's Commission. Purchaser and Seller each hereby represent and warrant each to the other that no party is entitled as a result of the action of Purchaser or Seller, as the case may be, to a real estate commission or the other fee in connection with this Agreement or the transaction contemplated hereby. Seller shall and does hereby indemnify and hold harmless Purchaser from and against any claim (including, without limitation, attorneys' fees and costs), whether or not meritorious, for any real estate sales commission, finder's fees, or like compensation in connection with the sale contemplated hereby and arising out of any act or agreement of Seller. Likewise, Purchaser shall and does hereby indemnify and hold harmless Seller from and against any claim (including, without limitation, attorneys' fees and costs), whether or not meritorious, for any real estate sales commission, finder's fees, or like compensation in connection with the sale contemplated hereby and arising out of any act or agreement of Purchaser.

12. Assignment. This Agreement and Purchaser's rights, duties, and obligations hereunder may not be assigned by Purchaser without the prior written consent of Seller.

13. Notices. Wherever any notice of other communication is required or permitted hereunder, such notice or other communication shall be in writing and shall be delivered by overnight courier, hand, or sent U.S. registered or certified mail, return receipt requested, postage prepaid, to the addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith:

To Seller: Blue Ridge Capital, LLC
3715 Northside Parkway
Suite 2-450
Atlanta, Georgia 30327
Attn: Mr. Fritz R. McPhail

with copy to: Martin Bagwell Luke, P.C.
400 Northridge Road, Suite 1225
Atlanta, Georgia 30350
Attn: J. Marshall Martin III

To Purchaser: Board of Education of Montgomery County
307 South Decatur Street
Montgomery, AL 36104
Attention: Superintendent

with copies to: Board of Education of Montgomery County
307 South Decatur Street
Montgomery, AL 36104
Attention: Assistant Superintendent for Operations

AND

Hill, Hill, Carter, Franco, Cole and Black, PC
Attention: Spud Seale
425 S. Perry Street
Montgomery, AL 36104

In addition, to and not in limitation of the other methods for delivering notices as provided above, Purchaser agrees that it will accept and be bound by notices from Purchaser or its attorneys or other qualified representative, including but not limited to notices to terminate this Agreement, delivered to Fritz R. McPhail at his email address: fritz@blueridgecapital.com, with a copy to J. Marshall Martin III, at his email address: mmartin@mbllawfirm.com. Said emails shall be deemed effective if given or received on the date of delivery. Any notice or other communication mailed as hereinabove provided shall be deemed effectively given or received on the date of delivery, which, in the case of delivery by registered or certified mail, shall be as evidenced by the return receipt.

14. Time Periods. If the time period by which any right, option, or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on Saturday, Sunday, or holiday, then

such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

15. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

16. General Provisions. No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon Seller or Purchaser unless such amendment is in writing and executed by both Seller and Purchaser. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns. Time is of the essence in this Agreement. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. Except as specifically set forth herein to the contrary, the provisions of this Agreement shall not survive Closing. This Agreement shall be construed and interpreted under the laws of the State of Alabama. Except as otherwise provided herein, all rights, powers, and privileges conferred hereunder upon the parties shall be cumulative but not restrictive to those given by law. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender shall include all genders, and all references herein to the singular shall include the plural and vice versa.

17. Seller's Representations and Warranties. Seller represents and warrants to Purchaser that the following matters are true in all material respects as of the date hereof and shall, subject to the provisions of this Paragraph 17, be true in all material respects as of the Closing Date:

(a) Authority. The execution and delivery of this Agreement by Seller, and the performance of this Agreement by Seller, have been duly authorized by Seller, and this Agreement is binding on Seller and enforceable against Seller in accordance with its terms. No consent of any creditor, investor, judicial or administrative body, governmental authority, or other governmental body or agency, or other party to such execution, delivery and performance by Seller is required. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will (i) result in a breach of, default under, or acceleration of, any agreement to which Seller is a party or by which Seller or the Property are bound; or (ii) violate

any restriction, court order, agreement, or other legal obligation to which Seller is subject.

(b) Pending Actions. There is no pending or, to Seller's knowledge, threatened action, suit, litigation arbitration, government investigation or proceeding by or against Seller which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the transaction contemplated by this Agreement or the ownership or operation of the Property or any part or parts thereof.

(c) Violations. Seller has not received written notice of any unexpired violation of any federal, state or local law relating to the use or operation of the Property which would materially adversely affect the Property or use thereof.

(d) Hazardous Substances. To Seller's actual knowledge as of the date hereof, except as disclosed in any Environmental Reports provided by Seller to Purchaser, no Hazardous Substances (as hereinafter defined) exist or have been released or discharged on, in or from the Property or any adjoining property owned by Seller. For purposes of this Agreement, the term "Hazardous Substances" shall mean and include any substance which is or contains: (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as now or hereafter amended (42 U.S.C. Section 9601 et seq.) ("CERCLA") or any regulations now or hereafter promulgated under CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act of 1976, as now or hereafter amended (42 U.S.C. Section 6901, et seq.) ("RCRA") or any regulations now or hereafter promulgated under RCRA; (iii) any substance now or hereafter regulated by the Toxic Substances Control Act, as now or hereinafter amended (15 U.S.C. Section 2601, et seq.) ("TSCA"), or any regulations now or hereafter promulgated under TSCA; (iv) polychlorinated biphenyls.

18. Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller that the following is true as of the date hereof and shall be true as of the Closing Date:

Authority. The execution and delivery of this Agreement by Purchaser, and the performance of this Agreement by Purchaser, have been duly authorized by Purchaser, and this Agreement is binding on Purchaser and enforceable against Purchaser in accordance with its terms. No consent of any creditor, investor, judicial or administrative body, governmental authority, or other governmental body or agency, or other party to such execution, delivery and performance by Purchaser is required. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will (i) result in a breach of, default under, or acceleration of, any agreement to which Purchaser is a party or by which Purchaser or the Property are

bound; or (ii) violate any restriction, court order, agreement, or other legal obligation to which Purchaser is subject.

19. PROPERTY CONVEYED "AS IS". IT IS UNDERSTOOD AND AGREED THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE, ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, PROPERTY VALUE, OPERATING HISTORY, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. PURCHASER AGREES THAT WITH RESPECT TO THE PROPERTY, AND EXCEPT AS EXPRESSLY PROVIDED HEREIN, PURCHASER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR OF SELLER'S BROKERS, AGENTS OR EMPLOYEES. PURCHASER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF REAL ESTATE AND THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER'S CONSULTANTS, AND THAT PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS", WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER OR ANY THIRD PARTY. THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN.

20. Title and Survey.

(a) Purchaser shall have the right at its expense to obtain and review (i) a current preliminary title commitment (the "Title Commitment") on the Real Property issued by First American Title Insurance Company (the "Title Company"), accompanied by copies of all documents listed as title exceptions in the Title Commitment, which shall be obtained by Purchaser promptly after the Effective Date; (ii) an ALTA/ACSM Land Title Survey (the "Survey") of the Real Property prepared at the sole cost and expense of Purchaser by Larry E. Speaks & Associates or another registered surveyor selected by Purchaser (the "Surveyor"). Purchaser shall notify Seller in writing (the "Title Notice") on or before 15 days after Purchaser's receipt of said Title Commitment (the "Title Notice Deadline")

which exceptions to title (including survey matters), if any, will not be accepted by Purchaser; provided, however, that any mortgages or other consensual liens that encumber the Property shall not be deemed objections to title hereunder provided that same shall be satisfied and released at Closing. If Purchaser fails to notify Seller in writing of its disapproval of any exceptions to title by the Title Notice Deadline, Purchaser shall be deemed to have approved the condition of title to the Real Property. If Purchaser notifies Seller in writing that Purchaser objects to any exceptions to title, Seller shall have ten (10) days after receipt of the Title Notice to notify Purchaser (a) that Seller will attempt to remove such objectionable exceptions from title on or before the Closing; provided that Seller may extend the Closing for such period as shall be required to effect such cure, but not beyond thirty (30) days; or (b) that Seller elects not to cause such exceptions to be removed. The procurement by Seller (subject to Purchaser's reasonable right of approval) of a commitment for the issuance of the Title Policy (as said term is hereinafter defined) or an endorsement thereto insuring Purchaser against any title exception which was disapproved pursuant to this Section shall be deemed a cure by Seller of such disapproval. If Seller gives Purchaser notice under clause (a) above that Seller will attempt to remove such objectionable exceptions within said 30-day period but Seller fails to remove the objections within said 30-day period, or if Seller gives Purchaser notice under clause (b) above that Seller elects not to cause such exceptions to be removed, then and in either such event Purchaser shall have five (5) business days during which Purchaser shall have the right at its sole option and as its sole remedy to either notify Seller that Purchaser will nevertheless proceed with the purchase and take title to the Property subject to such exceptions, or notify Seller that Purchaser will terminate this Agreement. If this Agreement is terminated pursuant to the foregoing provisions of this paragraph, then neither party shall have any further rights or obligations hereunder, the Earnest Money shall immediately be returned to Purchaser and each party shall bear its own costs incurred hereunder. If Purchaser shall fail to notify Seller of its election within said five-day period, Purchaser shall be deemed to have elected to proceed with the purchase and take title to the Property subject to such exceptions.

(b) Pre-Closing "Gap" Title Defects. Purchaser may, at or prior to Closing, notify Seller in writing (the "Gap Notice") of any objections to title (a) raised by the Title Company between the expiration of the Inspection Period and the Closing and (b) not disclosed by the Title Company or otherwise known to Purchaser prior to the expiration of the Inspection Period; provided that Purchaser must notify Seller of such objection to title on or before the earlier of (i) the Closing of this sale or (ii) within five (5) business days of being made aware of the existence of such exception. If Purchaser sends a Gap Notice to Seller, Purchaser and Seller shall have the same rights and obligations with respect to such notice as apply to a Title Notice under Section 20(a) hereof.

(c) Permitted Exceptions. The Property shall be conveyed subject only to the following matters, which are hereinafter referred to as the "Permitted Exceptions":

(i) those matters that either are not objected to in writing within the time periods provided in Sections 20(a) or (b) hereof, or if objected to in writing by Purchaser, are those which Seller has elected not to remove or cure, or has been unable to remove or cure, and subject to which Purchaser has elected or is deemed to have elected to accept the conveyance of the Property;

(ii) the lien of ad valorem taxes assessed against and attributable to the Property (but not against any other property of Seller) that are not yet due and payable as of the date of Closing, subject to adjustment as herein provided; and

(iii) items shown on the Survey and not objected to by Purchaser or waived or deemed waived by Purchaser in accordance with Section 20 hereof.

(d) Conveyance of Title. At Closing, Seller shall convey and transfer to Purchaser fee simple title to the Property by execution and delivery of the Deed (as defined above). Evidence of delivery of such title shall be either (a) the issuance by the Title Company of an ALTA Owner's Policy of Title Insurance (the "Title Policy") covering the Real Property in the full amount of the Purchase Price, subject only to the Permitted Exceptions, or (b) a markup of the Title Commitment by the Title Company to extend the effective date thereof to the date and time of the Closing of this sale and to satisfy the requirements set forth in Schedule B-1 thereof in order to obligate the Title Company to issue said Title Policy covering the Real Property in the full amount of the Purchase Price, subject only to the Permitted Exceptions.

21. Duties of Escrow Agent. The Escrow Agent joins in the execution of this Agreement solely for the purpose of acknowledging and agreeing to the provisions of this Paragraph 21.

The duties of the Escrow Agent shall be as follows:

During the term of this Agreement, the Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms and provisions of this Agreement.

The Escrow Agent shall pay the Earnest Money in accordance with the joint written instructions of Seller and Purchaser upon any of the following events: (i) if this Agreement shall be terminated by the mutual written agreement of Seller and Purchaser; (ii) if the Escrow Agent shall be unable to determine at any time to whom the Earnest Money should be paid; or (iii) if a dispute shall develop between Seller and Purchaser concerning to whom the Earnest Money should be paid. In the event that such joint written instructions shall not be received by the Escrow Agent within ten (10) days after the Escrow Agent has served a written request for instructions upon

Seller and Purchaser, then the Escrow Agent shall have the right to pay the Earnest Money into any court of competent jurisdiction and interplead Seller and Purchaser in respect thereof, and thereupon the Escrow Agent shall be discharged of any obligations in connection with this Agreement.

If costs or expenses are incurred by the Escrow Agent in its capacity as escrow agent because of litigation or a dispute between the Seller and Purchaser arising out of the holding of the Earnest Money in escrow, Seller and Purchaser shall each pay the Escrow Agent one-half of such reasonable costs and expenses.

By joining herein, the Escrow Agent undertakes only to perform the duties and obligations imposed upon the Escrow Agent under the terms of this Agreement and expressly does not undertake to perform any of the other covenants, terms and provisions incumbent upon the Seller and the Purchaser hereunder.

Purchaser and Seller hereby agree and acknowledge that the Escrow Agent assumes no liability in connection herewith except for negligence or willful misconduct; that the Escrow Agent shall never be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement; and that in the event of any dispute under this Agreement, the Escrow Agent may seek advice from its own counsel and shall be fully protected in any action taken by it in good faith in accordance with the opinion of its counsel.

All investments by Escrow Agent will be made in the regular course of business. To be entitled to same day investment (assuming good funds are provided), the Earnest Money must be received by noon; otherwise, such funds will be deposited on the next business day. All investments shall be subject to the rules, regulations, policies and procedures of Escrow Agent's investment financial institution (the "Depository").

The Earnest Money shall be deposited in the Escrow Agent's escrow account, which may commingle funds received by it with escrow funds of others in said escrow account. The Escrow Agent shall not be accountable for any incidental benefit which may be attributable to the funds so deposited. The Escrow Agent shall not be liable for any loss caused by the failure, suspension, bankruptcy or dissolution of the Depository.

The Escrow Agent shall not be liable for loss or damage resulting from:

- (a) any good faith act or forbearance of the Escrow Agent;
- (b) any default, error, action or omission of any party, other than the Escrow Agent;

(c) any defect in the title to any property unless such loss is covered under a policy of title insurance issued by the Escrow Agent;

(d) the expiration of any time limit or other delay which is not solely caused by the failure of the Escrow Agent to proceed in its ordinary course of business, and in no event where such time limit is not disclosed in writing to the Escrow Agent;

(e) the lack of authenticity of any writing delivered to the Escrow Agent or of any signature thereto, or the lack of authority of the signatory to sign such writing;

(f) the Escrow Agent's compliance with all attachments, writs, orders, judgments, or other legal process issued out of any court;

(g) the Escrow Agent's assertion or failure to assert any cause of action or defense in any judicial or administrative proceedings; or

(h) any loss or damage which arises after the Earnest Money has been disbursed in accordance with the terms of this Agreement.

The Escrow Agent shall be fully indemnified by the parties hereto for all of its expenses, costs, and reasonable attorney's fees incurred in connection with any interpleader action which the Escrow Agent may file, in its sole discretion, to resolve any dispute as to the Earnest Money, or which may be filed against the Escrow Agent. Such costs, expenses or attorney's fees may be deducted from the Earnest Money.

If the Escrow Agent is made a party to any judicial, non-judicial or administrative action, hearing or process based on acts of any of the other parties hereto and not on the malfeasance and/or negligence of the Escrow Agent in performing its duties hereunder, the expenses, costs and reasonable attorney's fees incurred by the Escrow Agent in responding to such action, hearing or process shall be the responsibility of the party/parties whose alleged acts are a basis for such proceedings and such party/parties shall indemnify, save and hold the Escrow Agent harmless from said expenses, costs and fees so incurred.


22. 1031 Exchange. Seller may qualify this transaction as a tax deferred exchange under Section 1031 of the Internal Revenue Code. Purchaser agrees to cooperate in the exchange, at no liability, cost or expense to Purchaser.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and their respective seals to be affixed hereunto as of the day, month and year first above written.

SELLER:

BRC MONTGOMERY MALL, LLC,
a Georgia limited liability company

By: 
Fritz R. McPhail, Manager

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

PURCHASER:

**BOARD OF EDUCATION OF
MONTGOMERY COUNTY**, a public
instrumentality organized under the laws of the
State of Alabama

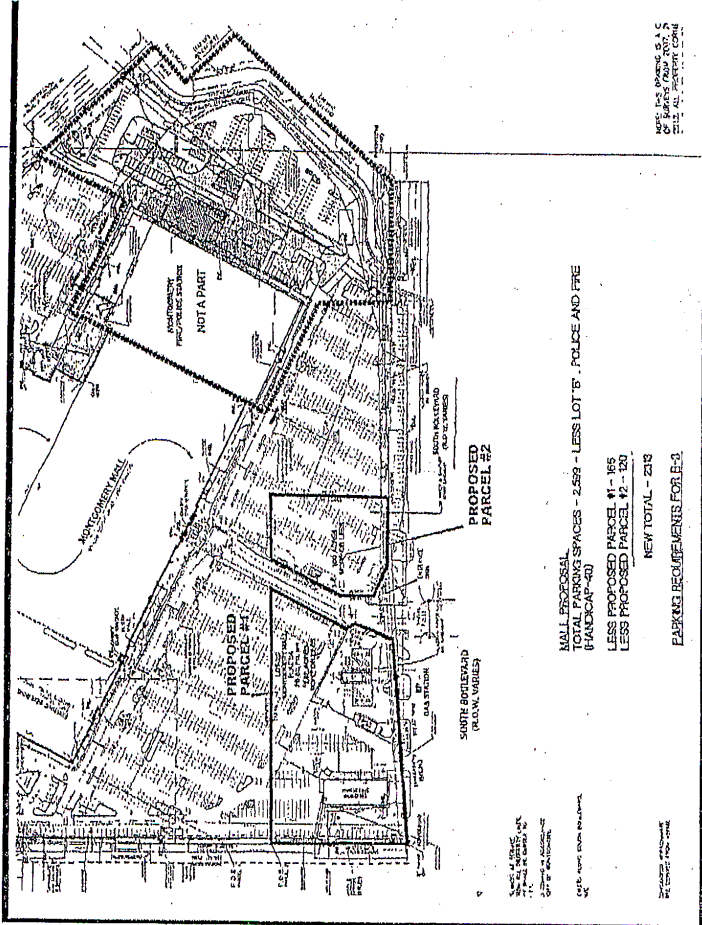
By: Margaret J. Allen
Name: Margaret J. Allen
Title: Superintendent
11-24-14

SCHEDULE OF EXHIBITS

- A Description of Property
- B Description of Seller's Outparcel (Outlined and identified as Proposed Parcel # 1 and Proposed Parcel # 2 on Exhibit B)
- C Form of Statutory Warranty Deed
- D Permitted Title Exceptions

EXHIBIT B

DESCRIPTION OF SELLER'S OUTPARCEL



MALL PROPOSAL
 TOTAL PARKING SPACES - 2,529 - LESS LOT 'B', POLICE AND FIRE
 (HANDICAP - 40)
 LESS PROPOSED PARCEL #1 - 165
 LESS PROPOSED PARCEL #2 - 120
 NEW TOTAL - 218
 PARKING REQUIREMENTS FOR B-3

SCALE: 1" = 20'
 DATE: 10/20/03
 BY: [Signature]

EXHIBIT C

FORM OF STATUTORY WARRANTY DEED

STATUTORY WARRANTY DEED

STATE OF ALABAMA
MONTGOMERY COUNTY

KNOW ALL MEN BY THESE PRESENT, that

BRC MONTGOMERY MALL, LLC, a Georgia limited liability company (the "Grantor"), for and in consideration of the sum of One Hundred and No/100 Dollars (\$10.00) and other good and valuable consideration this day cash in hand paid by the Grantee herein, the receipt and sufficiency whereof are hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto the BOARD OF EDUCATION OF MONTGOMERY COUNTY, a public instrumentality organized under the laws of the State of Alabama (the "Grantee"), its successors and assigns, the following described real estate situated in the City of Montgomery, County of Montgomery, State of Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF AS
THOUGH SET FORTH IN FULL HEREIN (hereinafter referred to as the "Property").

TOGETHER WITH the benefiting aspects of that certain Reciprocal Easement Agreement and Declaration of Covenants and Restrictions recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Real Property Book 4385 at Page 438.

TOGETHER WITH (i) all rights, easements, hereditaments and appurtenances thereunto appertaining, (ii) all buildings, structures, fixtures and other improvements affixed to or located on said Property, and (iii) all of Grantor's rights, title, interests and claims in and to all rights of way for any and all streets, roads and boulevards adjoining said Property.

SUBJECT TO, AND TOGETHER WITH THE NON-EXCLUSIVE USE AND BENEFIT OF THE BENEFITING ASPECTS OF, all covenants, restrictions and easements contained in the Permitted Exceptions set forth on Exhibit "B" attached hereto and made a part hereof as though set forth in full herein.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns,
FOREVER.

IN WITNESS WHEREOF, the said Grantor has caused this deed to be executed in its name and behalf as of this the _____ day of _____, 20__.

BRC MONTGOMERY MALL, LLC,
A Georgia limited liability company

By: _____
Name: Fritz R. McPhail
Title: Manager

STATE OF _____)

COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Fritz R. McPhail, whose name as the manager of BRC Montgomery Mall, LLC, a Georgia limited liability company, is signed to the foregoing deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the deed, he, as such manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this _____ day of _____, 20__.

[NOTARY SEAL]

Notary Public
My commission expires: _____

This instrument prepared by:
W. Inge Hill, Jr.
Hill, Hill, Carter, Franco, Cole & Black, P.C.
PO Box 116
Montgomery, AL 36101-0116

NOTE: THE PREPARER OF THIS DEED HAS SERVED AS SCRIVENER ONLY AND HAS NOT EXAMINED THE TITLE TO SAID PROPERTY OR EXPRESSED ANY OPINION WITH RESPECT THERETO OR WITH RESPECT TO THE LEGAL DESCRIPTION THEREOF.

EXHIBIT D

PERMITTED TITLE EXCEPTIONS

1. All real property ad valorem taxes assessed against the Property conveyed in this deed for the year 2015 and subsequent years.

PERMITTED EXCEPTIONS TO BE ATTACHED

ACKNOWLEDGEMENT OF ESCROW AGENT

The undersigned hereby acknowledges receipt of \$100,000.00 of Earnest Money. The undersigned agrees to hold and disburse any and all Earnest Money received in accordance with the terms of the within and foregoing Agreement For Purchase and Sale of Real Property by and between BRC Montgomery Mall, LLC and the Board of Education of Montgomery County.

FIRST AMERICAN TITLE INSURANCE
COMPANY

Date of Execution:

_____, 2013

By: _____

Print Name: _____

Title: _____

EXHIBIT "B"
[LETTER AGREEMENT]

BRC Montgomery Mall, LLC

BRC Montgomery Mall, LLC
3715 Northside Parkway
Suite 2-450
Atlanta, GA 30327
(P) 404-364-9094
(F) 404-364-9095

VIA EMAIL: tstrange2@aol.com

November 21, 2014

Honorable Mayor Todd Strange
City of Montgomery, Alabama

Re: Montgomery Mall

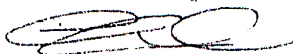
Dear Mayor Strange:

BRC Montgomery Mall, LLC ("BRC") has been working jointly with the Montgomery Board of Education ("BOE") and the City of Montgomery ("City") and Montgomery County ("County") on a purchase contract pursuant to which the BOE would acquire the former JC Penney building and adjoining land at Montgomery Mall for school purposes. The purchase price in the contract represents a highly discounted price and BRC has requested that the BOE, City, and County work with BRC in connection with certain consequential effects the purchase will have on the remaining Mall property as well as certain other items. In this regard, several items fall within the authority of the City and County rather than the BOE and before BRC presents the contract to the BOE we wanted to be sure that BRC, City and County are in agreement. The matters which we wish to confirm, subject to City Council and County Commission approval, are as follows:

1. Tax abatement - The City and County will agree to abate the increase in non-educational taxes on the remaining Mall property (including outparcels) for a period of 5 years commencing in 2015 and continuing through 2019. Thereafter for an additional 5 years non-educational taxes would be abated by 50%. The abatements will apply to current and future owners and include new development, as permissible by law.
2. Parking Variance - The property required by the BOE to realize their vision for the new LAMP school requires a significant portion of the parking area for the Mall and may leave the remainder of the Mall legally under parked. To the extent this is the case, we seek a variance from the City allowing use of the existing space as a legal non-conforming use. We need this before we can close with BOE or we otherwise need assurance that this is not a problem.
3. Restriction on City tract - We have discussed restricting the former Steve and Barry's building owned by the City against retail uses which could compete against retail uses in the Mall. Please confirm that this restriction can be effected prior to closing or that we can otherwise receive assurance that the restriction will occur after closing.
4. Subdivision - The contract contemplates the subdivision of the JC Penney building and adjoining land from the remainder of the mall and may need replatting approval. Likewise the contract contemplates redesigned outparcels where the existing outbuildings are located (see attached drawing). We believe that the City's approval of the replatting is required and we seek confirmation that this is acceptable to the City without new or other cost to BRC.

We appreciate your continuing efforts toward redevelopment of the area as we continue our multi-year effort to re-purpose and invigorate this property. If the foregoing is not an issue and can be accomplished simultaneously with a closing this year, please sign in the space provided below. If there is an issue or if there are administrative requirements to achieve the foregoing beyond the City Council, Mayor and County Commission authority, please let us know so that we fully understand the impact of contracting with BOE on the new school initiative. Please contact me at 404-550-5808 or Steve Patrick at 404-358-2888 to discuss.

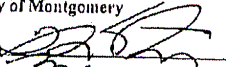
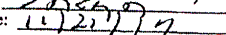
Very truly yours,



Fritz McPhail
BRC Montgomery Mall, LLC

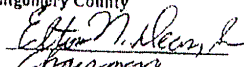
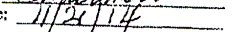
Approved:

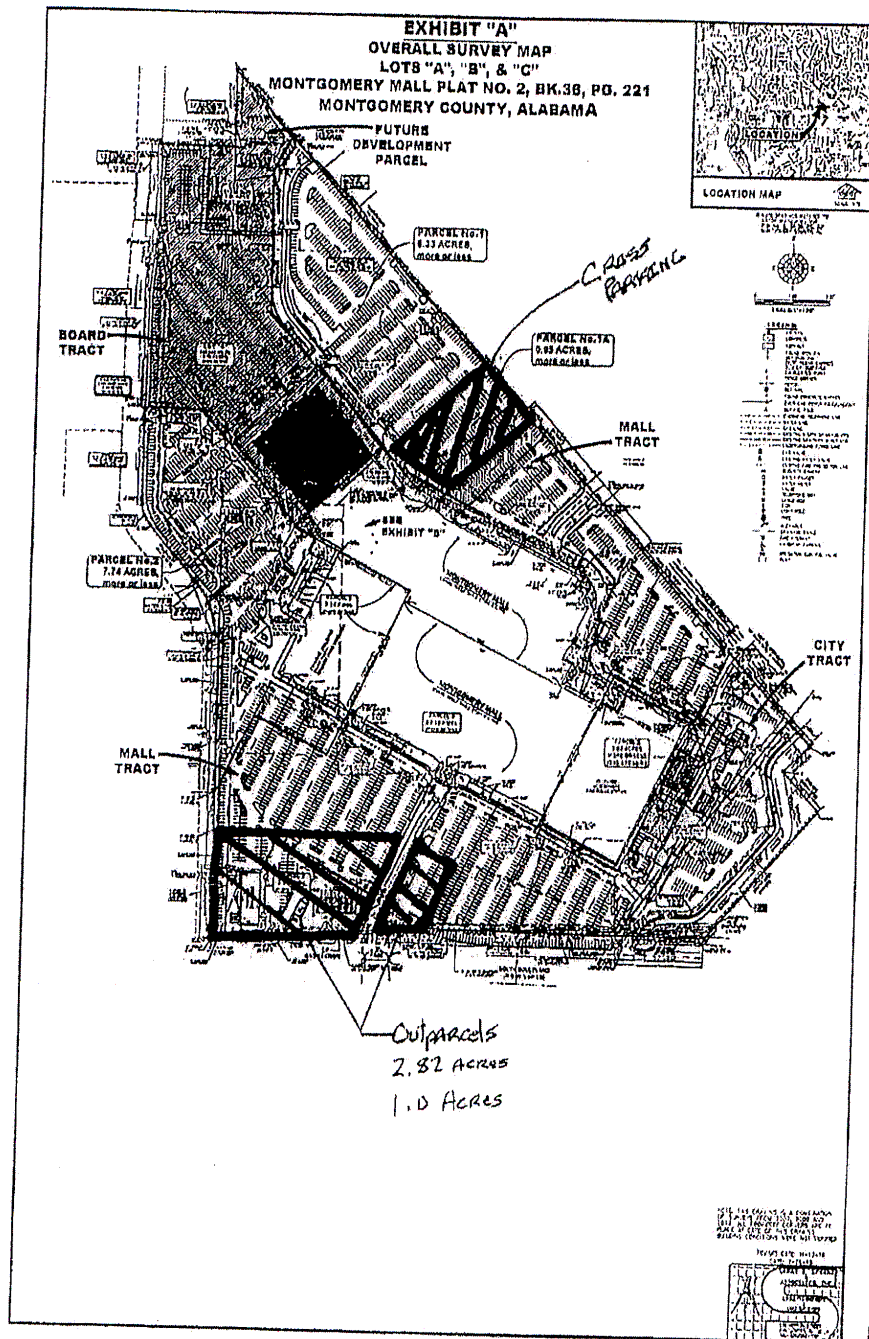
City of Montgomery

By: 
Its: 
Date: 11/21/14

Approved:

Montgomery County

By: 
Its: 
Date: 11/21/14



Mr. Terry Davis was present representing this item.

Councillor Larkin made a motion to adopt the foregoing resolution, which motion carried with the following vote:


AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated she was in receipt of the following Petition for Vacation of Easement for the Webber Building:

PETITION FOR ASSENT TO VACATION OF EASEMENT

Now come the City of Montgomery and ELSAJA Dexter 71, LLC, and respectfully petition the City Council of the City of Montgomery, Alabama, to give its assent and approval to the Declaration of Vacation of Easement related to vacation of that certain easement and rights as depicted on that certain plat recorded on August 29, 2013 in the real estate records of Montgomery County, Alabama in RLPY 04484 at Page 0654 as said vacation is more specifically described in said Declaration attached hereto as Exhibit "A" and forming a part hereof by reference.

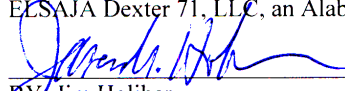
CITY OF MONTGOMERY, ALABAMA, A Municipal Corporation


By: Todd R. Strange
Its: Mayor

PETITION FOR ASSENT TO VACATION OF EASEMENT

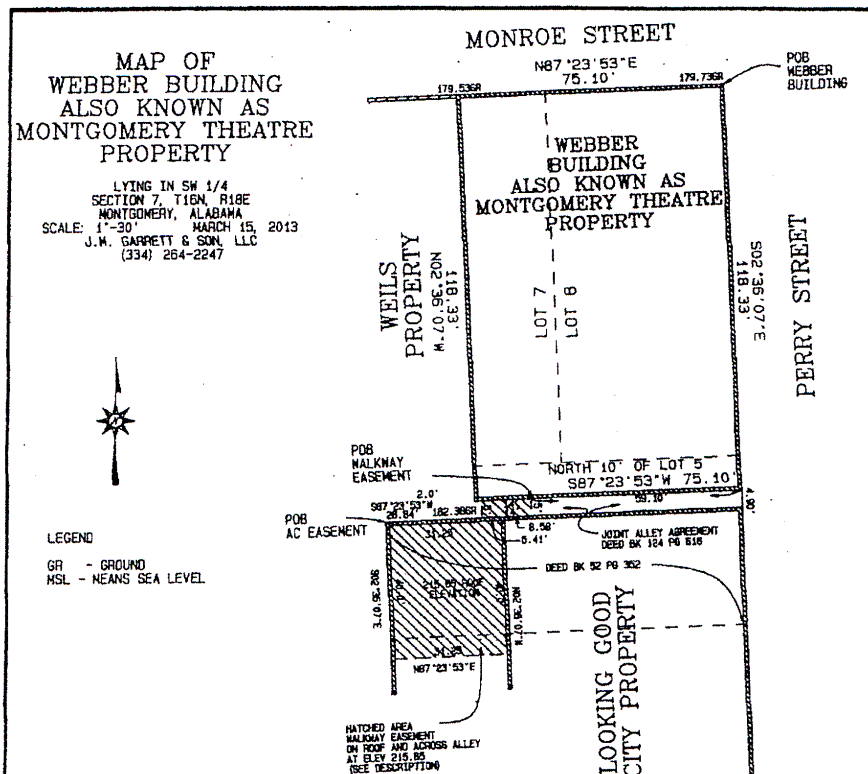
Now come the City of Montgomery and ELSAJA Dexter 71, LLC, and respectfully petition the City Council of the City of Montgomery, Alabama, to give its assent and approval to the Declaration of Vacation of Easement related to vacation of that certain easement and rights as depicted on that certain plat recorded on August 29, 2013 in the real estate records of Montgomery County, Alabama in RLPY 04484 at Page 0654 as said vacation is more specifically described in said Declaration attached hereto as Exhibit "A" and forming a part hereof by reference.

ELSAJA Dexter 71, LLC, an Alabama limited liability company



BY: Jim Holiber
ITS: Chief Counsel

Exhibit A



STATE OF ALABAMA

COUNTY OF MONTGOMERY

DECLARATION OF VACATION OF EASEMENT

This Declaration of Vacation of Easement (“Declaration”) is made and entered into this _ day of February 2015 (the “Effective Date”), by the City of Montgomery, a municipal corporation (the “City”).

RECITALS

A. City is the owner of that certain property known as the “Webber Building”, by virtue of that certain Statutory Warranty Deed dated December 29, 2014, from Perry & Monroe Development Company, LLC, an Alabama limited liability company, recorded in Book 04650 at Page 0315, in the Probate Records of Montgomery County, Alabama, which is more particularly described on Exhibit “A” attached hereto, made a part hereof and incorporated herein by reference (the “Benefitted Parcel”).

B. On August 29, 2013, City, as the then owner of 71 Dexter Avenue, Montgomery, Alabama, the adjacent property (“Burdened Property”), recorded an easement granting Perry & Monroe Development Company, LLC, use of a portion of the roof in order to facilitate the redevelopment of the Benefitted Parcel. Said Easement Agreement is recorded in RLPY 04484 at Page 0654 of the Probate Records of Montgomery County, Alabama.

C. By virtue of that certain Statutory Warrant Deed dated June 19, 2014 and recorded in RLPY 4582, Page 0290 of the Probate Court of Montgomery County, Alabama, City sold the Burdened Property to ELSAJA Dexter 71, LLC, an Alabama limited liability company.

D. The redevelopment of the Benefitted Parcel has changed and City as the current owner desires to vacate the easement and terminate the Easement Agreement and all other rights and obligations pertaining thereto as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of One Dollar and No/100 (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, City, as owner of the Benefitted Parcel, declares all of the easement shall be vacated and hereby terminates the Easement Agreement recorded in RLPY 04484, Page 0654, in the Probate Records of Montgomery County, Alabama.

The City shall have no roof top easement rights or interest in the Burdened Property and there shall be no obligation or burden upon the Burdened Property relating to the terminated Easement Agreement.

IN WITNESS WHEREOF, the City of Montgomery having caused this instrument to be executed as of the Effective Date.

ATTESTED:

CITY OF MONTGOMERY, ALABAMA
A Municipal Corporation

Rebecca Jane Blalock
By:
Its: City Clerk

Todd R. Strange
By: Todd R. Strange
Its: Mayor

STATE OF ALABAMA
COUNTY OF MONTGOMERY

I, *Anita Evans Clark*, the undersigned, a Notary Public in and for said County and State, hereby certify that Todd R. Strange, whose name as Mayor of the City of Montgomery, Alabama, a municipal corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, in his capacity as Mayor and with full authority, did execute the same voluntarily for and as the act of said corporation on the date of this notary acknowledgment given under my hand this *18th* day of February 2015.

Anita Evans Clark
Notary Public
My Commission Expires: *2-10-18*

(SEAL)

Acknowledged: ELSAJA Dexter 71, LLC,
an Alabama limited liability company

BY: Mark Butler
ITS: President

STATE OF New York
COUNTY OF Kings

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mark Butler, whose name as President of ELSAJA Dexter 71, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument he, as such President and with full authority, executed the same voluntarily on behalf of said limited liability company on the date hereof.

Given under my hand and official seal this 19th day of February, 2015.

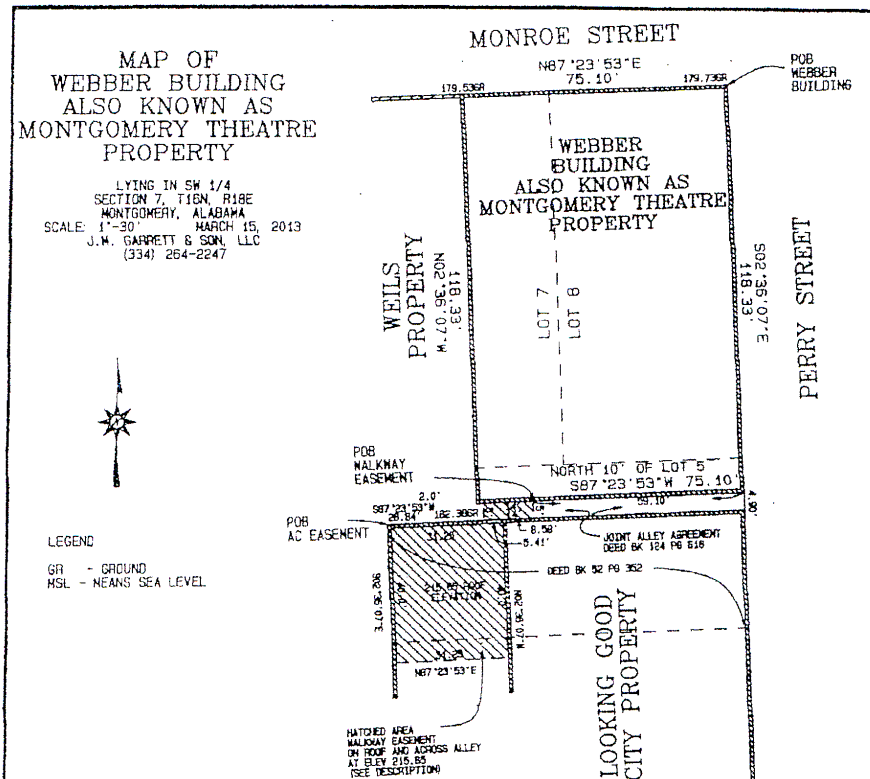
JAMES M. HOLIBER
NOTARY PUBLIC - STATE OF NY
NO. 02HO6188043
QUALIFIED IN WESTCHESTER CO.
MY COMMISS. ON EXP 06/02/16
(SEAL)

James M. Holiber
Notary Public
My Commission Expires: 6/2/16

This Instrument Prepared By:

B. Saxon Main, Esq.
Ball, Ball, Matthews & Novak, P.A.
445 Dexter Avenue, Suite 9045
Montgomery, Alabama 36104
Telephone: 334-387-7680

Exhibit A



The following ordinance was introduced:

ORDINANCE NO. 11-2015

AN ORDINANCE AUTHORIZING THE TERMINATION OF EASEMENT AGREEMENT FOR THE WEBBER BUILDING

WHEREAS, on December 29, 2014, the City of Montgomery, Alabama ("City") became the owner of certain real property located at 39 Perry Street, which is also known as the Webber Building and/or the Montgomery Theatre Building, ("Property"); and

WHEREAS, the City sold the adjacent property to the south at 71 Dexter Avenue ("Former City Property") to ELSAJA Dexter 71, LLC, on June 19, 2014; and

WHEREAS, Ordinance 16-2013 previously approved an Easement Agreement with Perry & Monroe Development Company, LLC, to benefit the Property for the purpose of installation, use, maintenance, repairs, replacement and removal, from time to time, of air conditioning equipment on a portion of the roof of the Former City Property and to connect a walkway to extend from the Property to the Former City Property; and

WHEREAS, said Easement Agreement was executed and recorded in RLPY 04484 at Page 0654 of Probate Records of Montgomery County, Alabama; and

WHEREAS, Perry & Monroe Development Company's plans to redevelop the Property as a mixed-use project have ended;

WHEREAS, the City has prepared a Termination of Easement Agreement, copy attached as Exhibit "A," subject to the approval of the City Council; and

WHEREAS, the Easement Agreement is no longer needed for public or municipal purposes; the Easement Agreement did not constitute a utility easement, as these were to be privately maintained air conditioning equipment units, and as such its termination does not require the consent of the utilities; and

WHEREAS, ELSAJA Dexter 71, LLC, as the current owner of the Former City Property and the only other owner affected by the Easement Agreement will assent to the Termination of Easement at the time of filing.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, the City hereby approves said Termination of Easement Agreement attached in substantially final form as Exhibit "A" and Todd Strange, as Mayor, is hereby authorized to sign said Termination of Easement Agreement, and/or any related other documents and instruments.

And to execute any and all other documents and instruments pertaining thereto.

Mr. Mac McLeod, Director of Development, was present representing this item.

Councillor Burkette made a motion to suspend the rules in order that the foregoing ordinance could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Burkette made a motion to adopt the foregoing ordinance, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the following proposed resolution:

RESOLUTION NO. 30-2015

A RESOLUTION DENYING AND/OR REVOKING RIGHT TO OPERATE A BUSINESS FOR FAILURE TO PURCHASE BUSINESS LICENSE

WHEREAS, the City Council of the City of Montgomery has authorized and approved the issuance of business licenses and collection of taxes for businesses in the City of Montgomery and Police Jurisdiction; and

WHEREAS, Marion Pringle, d/b/a Chick's Custom Paint & Detail, 510 Russell Street, Montgomery, Alabama 36105, has been advised he is in violation of the Montgomery City Code of Ordinances for failure to purchase business license; and

WHEREAS, Marion Pringle, d/b/a Chick's Custom Paint & Detail, 510 Russell Street, Montgomery, Alabama 36105, continues to operate the business without purchase of a business license or otherwise complying with Chapter 16 of the City of Montgomery Code of Ordinances; and

WHEREAS, the City Council desires to deny and/or revoke Marion Pringle, d/b/a Chick's Custom Paint & Detail, 510 Russell Street, Montgomery, Alabama 36105, the right to operate a business in the City of Montgomery and authorizes the Finance Department to close the business:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that the City Council denies and/or revokes Marion Pringle, d/b/a Chick's Custom Paint & Detail, 510 Russell Street, Montgomery, Alabama 36105, the right to operate a business in the City of Montgomery and authorizes the Finance Department to close the business. The owner/proprietor of the business must appear before the City Council prior to the issuing of any future business license.

Mr. Marion Pringle was present representing this item. Senior Staff Attorney Mickey McInnish was present representing the City of Montgomery.

Councillor Calhoun made a motion to suspend the rules in order that the foregoing resolution could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Calhoun made a motion to adopt the foregoing resolution, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider all objections and protests to the following proposed resolution:

RESOLUTION NO. 31-2015

WHEREAS, Outcast Montgomery LLC, d/b/a Outcast Montgomery, 2119 Lower Wetumpka Road, has filed an application for a Lounge Retail Liquor-Class I License, as indicated on the application form of the State of Alabama Alcoholic Beverage Control Board:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, Outcast Montgomery LLC, d/b/a Outcast Montgomery, 2119 Lower Wetumpka Road, be and is hereby approved for a Lounge Retail Liquor-Class I License, and concurrence in the issuance of the license by the State of Alabama Alcoholic Beverage Control Board.

Mr. Marvin Nugent was present representing this item. No one was present in opposition to this item.

Councillor Burkette made a motion to suspend the rules in order that the foregoing resolution could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Burkette made a motion to adopt the foregoing resolution, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider all objections and protests to the following proposed resolution:

RESOLUTION NO. 32-2015

WHEREAS, Yong Goo Cho, d/b/a Wings House, 6134 Atlanta Highway, has filed an application for Retail Beer (On or Off Premises Only) and Retail Table Wine (On or Off Premises Only) Licenses, as indicated on the application form of the State of Alabama Alcoholic Beverage Control Board:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, Yong Goo Cho, d/b/a Wings House, 6134 Atlanta Highway, be and is hereby approved for Retail Beer (On or Off Premises Only) and Retail Table Wine (On or Off Premises Only) Licenses, and concurrence in the issuance of the licenses by the State of Alabama Alcoholic Beverage Control Board.

Mr. Yong Goo Choo was present representing this item. No one was present in opposition to this item.

Councillor Bollinger made a motion to suspend the rules in order that the foregoing resolution could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Bollinger made a motion to adopt the foregoing resolution, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider all objections and protests to the following proposed resolution:

RESOLUTION NO. 33-2015

WHEREAS, MF Petroleum Inc., d/b/a Mastro Food Mart, 2481 Lower Wetumpka

Road, has filed an application for Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) Licenses, as indicated on the application form of the State of Alabama Alcoholic Beverage Control Board:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, MF Petroleum Inc., d/b/a Mastro Food Mart, 2481 Lower Wetumpka Road, be and is hereby approved for Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) Licenses, and concurrence in the issuance of the licenses by the State of Alabama Alcoholic Beverage Control Board.

Mr. John Hossain was present representing this item. No one was present in opposition to this item.

Councillor Larkin made a motion to suspend the rules in order that the foregoing resolution could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Larkin made a motion to adopt the foregoing resolution, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider all objections and protests to the following proposed resolution:

RESOLUTION NO. _____

WHEREAS, Jimmie M. Bell, d/b/a Southlawn Mart, 4973 Mobile Highway, has filed an application for Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) Licenses, as indicated on the application form of the State of Alabama Alcoholic Beverage Control Board:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, Jimmie M. Bell, d/b/a Southlawn Mart, 4973 Mobile Highway, be and is hereby approved for Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) Licenses, and concurrence in the issuance of the licenses by the State of Alabama Alcoholic Beverage Control Board.

Ms. Jimmie M. Bell was present representing this item. Mr. Azhar Haque was present in opposition of this item. Mr. Haque stated that were legal issues regarding the ownership of the business.

Councillor Burkette requested this item be carried over to the next regular council meeting, which was the consensus of the Council.

The Clerk stated this was the time and place to hear and consider all objections and protests to the following proposed resolution:

RESOLUTION NO. 34-2015

WHEREAS, M Fatema Inc., d/b/a Pitstop, 3131 Lower Wetumpka Road, has filed an application for Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) Licenses, as indicated on the application form of the State of Alabama Alcoholic Beverage Control Board:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, M. Fatema Inc., d/b/a Pitstop, 3131 Lower Wetumpka Road, be and is hereby approved for Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) Licenses, and concurrence in the issuance of the licenses by the State of Alabama Alcoholic Beverage Control Board.

Mr. John Hossain was present representing this item. No one was present in opposition to this item.

Councillor Larkin made a motion to suspend the rules in order that the foregoing resolution could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Larkin made a motion to adopt the foregoing resolution, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the proposed authorization of demolition of an unsafe structure at 125 Kelly Lane.

Councillor Calhoun made a motion to authorize the demolition of an unsafe structure at 125 Kelly Lane, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the proposed authorization of demolition of an unsafe structure at 923 Stephens Street.

Councillor Burkette made a motion to authorize the demolition of an unsafe structure at 923 Stephens Street, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the following proposed resolution:

RESOLUTION NO. 35-2015

WHEREAS, pursuant to the provisions of Section 12-32 of the Code of Ordinances of the City of Montgomery, certain contractors, companies, enterprises or individuals are to be designated Registered Nuisance Abatement Agents to abate noxious and dangerous weeds which have been designated as nuisances upon private property when awarded a contract for specific parcel of property which has been previously approved by resolution:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that the following contractors, companies, enterprises or

individuals listed below are hereby designated Registered Nuisance Abatement Agents:

Andrew Tolar
d/b/a Tolar Enterprises LLC
404 Foxhall Road
Pike Road, AL 36064
334-651-5410
Business License No. 3962

Lee Andrew Moore & Bertha Moore
d/b/a Moore’s Lawn Service
4731 Queensbury Court
Montgomery, AL 36106
334-220-6989 or 334-284-6008
Business License No. 4531

Councillor Burkette made a motion to suspend the rules in order that the foregoing resolution could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Burkette made a motion to adopt the foregoing resolution, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the following proposed resolution:

RESOLUTION NO. 36-2015

WHEREAS, the Council of the City of Montgomery, Alabama ordered that the listed parcels of property in Exhibit “A” attached hereto be abated of the public nuisances described therein; and

WHEREAS, pursuant to Section 11-53B-1, et. seq. Code of Alabama, 1975, the Housing Code Division of the City of Montgomery is presenting to the City Council the cost of abating said unsafe structures in Exhibit “A” attached hereto:

NOW. THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that the amount set opposite each described parcel of land contained in Exhibit “A” attached hereto shall constitute special assessments against such parcels of land and these assessments are hereby confirmed and shall constitute a lien on and against each respective parcel of land for the cost of removing the described unsafe structure. It is directed that a copy of the resolution be delivered to the Revenue Commissioner’s Records, County of Montgomery. Said lien shall be superior to all other liens on said property except liens for taxes, and shall continue in force until paid.

DEMOLITION COST RESOLUTION
2/17/2015

1	STATE OF ALABAMA 2006 TAX SALE MONTGOMERY AL 36104	Housing Code 0 C00016131	Property: 462 GREYHOUND ST Parcel: 11 06 14 1 004 011.000 Size: 22 X 140
Location/Remarks: VACANT HOUSE, WEST SIDE OF GREYHOUND ST/4 SOUTH OF MCGOWAN ST/3 N LUVERNE. Assessed description: Platname MOSES BROS SUB 1 27 Lot 11 Block 3			
Authorized by Council on 12/2/2014		Contractor Charge: \$1,406.00	Balance: \$1,406.00
2	STEWART CLIFTON & STEWART OLIVIA B 6824 WILLOWICK RD MONTGOMERY AL 36116-0000	Housing Code 0 C00016132	Property: 560 GREYHOUND ST Parcel: 11 06 14 1 008 026.000 Size: 35.4 X 140
Location/Remarks: WESTSIDE OF GREYHOUND ST; 2ND PARCEL SOUTH OF BEACH Assessed description: Platname POLLARD W OF OAK Lot 11 Block 8			
Authorized by Council on 12/2/2014		Contractor Charge: \$1,756.00	Balance: \$1,756.00
3	ANDERSON LOUISE C/O JERRY ANDERSON SR 246 EASTDALE RD S MONTGOMERY AL 36117	Housing Code 0 C00016384	Property: 914 ROSA L PARKS AVE Parcel: 11 06 13 3 013 028.000 Size: 50 X 150
Location/Remarks: W SIDE Assessed description: Platname JOSEPH PLAT Lot 6 Block 2			
Authorized by Council on 12/2/2014		Contractor Charge: \$1,727.00	Balance: \$1,727.00
4	STATE OF ALABAMA TAX SALE 2011 MONTGOMERY AL 36104	Housing Code 0 C00015001	Property: 674 WEST JEFF DAVIS AVE Parcel: 11 06 13 2 022 013.000 Size: 48 X 170 IRR
Location/Remarks: N/S W.J.D. 5/W ENSLEN ST Assessed description: Platname WINTER & LOEB S1/2 OF L 10 B 3 Lot 9 Block 2			
Authorized by Council on 12/16/2014		Contractor Charge: \$3,454.00	Balance: \$3,454.00

Councillor Burkette made a motion to suspend the rules in order that the foregoing resolution could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Burkette made a motion to adopt the foregoing resolution, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated this was the time and place to hear and consider the following proposed resolution:

RESOLUTION NO. 37-2015

WHEREAS, it has been determined that an accumulation of Dangerous Nuisances exist on the properties described in Exhibit "A" attached hereto; and

WHEREAS, the owners of the described parcels of property have been identified utilizing the Revenue Commissioner's Records in the Montgomery County Court House as those persons listed in Exhibit "A" attached hereto; and

WHEREAS, the described parcels of property are all within the corporate limits of the City of Montgomery.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that pursuant to the provisions of Chapter 12 of the Code of Ordinances of the City of Montgomery, the nuisances on the properties described in Exhibit "A" are declared to be public nuisances, ordered to be immediately abated, and authorizing the assessment of the cost of the abatement of the nuisances.

**NUISANCE RESOLUTION FOR COUNCIL DATE
02/17/2015**

1	GOODMAN JAMES C & PATRICIA A 840 E CANYON CT MONTGOMERY AL 36110-2911	Housing Code 2015 C00018414 718	Property: 840 EAST CANYON CT Parcel: 04 08 28 2 000 083.000 Size: 130 X 90 Loads:
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Location/Remarks: SW CORNER OF NORTH GAP LOOP
Assessed description: Platname BOYLSTON PARK 2B
Lot 22
Block A
Violation: - Bldg. Material - Debris - Litter, Junk, Trash -

2	STEELE BEN 4306 ESMOND RD MONTGOMERY AL 36105-0000	Housing Code 2015 C00018327 718	Property: 326 MILTON RD Parcel: 04 09 29 3 003 007.000 Size: 60 X 120 Loads:
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Location/Remarks: E/S 1 NORTH 322 MILTON
Assessed description: Platname SHERIDAN HGTS PART B PLAT 1
Lot 7
Block 7
Violation: - Carpet - Debris - Litter, Junk, Trash -

3	HARRIS GENNIE R 296 N ARLINGTON AVE EAST ORANGE NJ 07017-0000	Housing Code 2015 C00018326 718	Property: 2731 FORBES DR Parcel: 04 09 29 3 006 024.000 Size: 60 X 121.9 IRR Loads:
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Location/Remarks: NORTHSIDE OF FORBES DR; 1ST EAST OF 2727
Assessed description: Platname SHERIDAN HGTS PART A PLAT 1
Lot 26
Block 4
Violation: - Tree Limbs - Tree Violation -

4	SHARPE SHERRYL & SHARPE MICHAEL SHARPE SHERRYL 829 NATIONAL ST MONTGOMERY AL 36105	Housing Code 2015 C00018518 718	Property: 15 MICHIGAN AVE Parcel: 04 09 29 3 014 008.000 Size: 70 X 200 Loads:
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Location/Remarks: SOUTHSIDE OF MICHIGAN AVE; 1ST EAST OF 17
Assessed description: LOT 70X200FT S SIDE MICHIGAN AVE BEG 1256FT EW LINE SECTION 29 17 18 & BEING W 70FT OF REDLOT 35 PICKETT PLAT 2008 TAX SALE
Violation: - Bldg. Material - Debris - Litter, Junk, Trash - Tree Limbs -

5	4K PROPERTIES LLC 4044 WETUMPKA HWY MONTGOMERY AL 36110	Housing Code 2015 C00018519 718	Property: 33 MICHIGAN AVE Parcel: 04 09 29 3 015 002.000 Size: 50 X 120 Loads:
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Location/Remarks: SOUTHSIDE OF MICHIGAN AVE; 2ND WEST OF DON JUAN
Assessed description: Platname WEISS SUB 1 AMENDED
Lot 3
Block 1
Violation: - Appliances - Bldg. Material - Litter, Junk, Trash - Overgrown Grass -

6	J OR J PROPERTIES LLC 576 GILMER AVE TALLASSEE AL 36078	Housing Code 2015 C00018544 718	Property: 51 COX LN Parcel: 04 09 29 3 015 030.000 Size: 50 X 120 Loads:
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Location/Remarks: SOUTHSIDE OF COX LN; 5TH WEST OF DON JUAN
Assessed description: Platname WEISS SUB 1
Lot 13
Block 1
Violation: - Bldg. Material - Carpet - Debris - Furniture - Litter, Junk, Trash -

**NUISANCE RESOLUTION FOR COUNCIL DATE
02/17/2015**

7	PERSON JEROME 1970 GRANGE DR SE ATLANTA GA 30315	Housing Code 2015 C00018453 718	Property: 120 KIWANIS ST Parcel: 04 09 29 4 004 006.000 Size: 50 X 150 Loads:
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Location/Remarks: S/S, 6 W BROCKWAY, BETWEEN 118 & 122.
Assessed description: Platname VANDIVER PLACE
Lot 11
Block 2

Violation: - Bldg. Material - Debris - Furniture - Litter, Junk, Trash -

8	GRANT PERCY 411 E PARK AVE MONTGOMERY AL 36110	Housing Code 2015 C00018450 718	Property: 411 EAST PARK AVE (CHISHOLM) Parcel: 04 09 32 1 002 017.000 Size: 50 X 150 IRR Loads:
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Location/Remarks: N/S 3 EAST MONTCLAIR
Assessed description: Platname GARDENDALE EST 3
Lot 3
Block B

Violation: - Debris - Furniture - Litter, Junk, Trash -

9	FREE DEWEY F 123 E PARK AVE CHISHOLM MONTGOMERY AL 36110	Housing Code 2015 C00018412 718	Property: 121 EAST PARK AVE (CHISHOLM) Parcel: 04 09 32 1 004 034.000 Size: 50 X 174 Loads:
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Location/Remarks: N/S 1 EAST 119 PARK AVE.
Assessed description: Platname CROWSON PL
Lot 27
Block C

Violation: - Bldg. Material - Debris - Furniture - Litter, Junk, Trash -

10	DELTA PROPERTIES 403 7TH ST TALLASSEE AL 36078	Housing Code 2015 C00018290 718	Property: 318 BROADWAY ST Parcel: 04 09 32 1 020 011.000 Size: 50 X 194 IRR Loads:
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Location/Remarks: SOUTHSIDE OF BROADWAY ST; 2ND PARCEL EAST OF PICKES ST
Assessed description: PICKENS RESUB PLAT BK 8 PAGE 83 E 10FT LOT 103 & W 40FT LOT 104 PICKENS
RESUBPART BLK 1 EAST HIGHLANDS & PART GRIFFITH PLAMONTGY MAP BK 8 P 83

Violation: - Debris - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Tree Violation - Weeds -

11	HEALTH SERVICES INC 1845 CHERRY STREET MONTGOMERY AL 36107	Housing Code 2015 C00018451 718	Property: 104 EAST VANDIVER BLVD Parcel: 04 09 32 2 001 002.000 Size: 260 X 210 Loads:
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Location/Remarks: NORTHSIDE OF VANDIVEL BLVD; 3RD WEST OF CIVITAN
Assessed description: SEC 32 T17N R18E 1.1 AC IN NW 1/4

Violation: - Debris - Litter, Junk, Trash - Tree Limbs - Tree Violation -

12	FARRIS HERMAN OR FARRIS MARY 415 MCGINNIS STREET MONTGOMERY AL 36104	Housing Code 2015 C00018433 718	Property: 2134 GIBSON ST Parcel: 04 09 32 4 015 003.000 Size: 100 X 100 Loads:
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Location/Remarks: SOUTH SIDE OF GIBSON ST/3 WEST OF FAIRGROUND RD
Assessed description: Platname HIGHLAND GARDENS RESUB
Lot 6C
Block 25

Violation: - Bldg. Material - Debris - Furniture - Litter, Junk, Trash - Tree Limbs -

**NUISANCE RESOLUTION FOR COUNCIL DATE
02/17/2015**

13	MCGOUGH JACKIE WINDSOR P O BOX 251401 MONTGOMERY AL 36125-1401	Housing Code 2015 C00018434 718	Property: 800 RIALTO DR Parcel: 09 03 06 1 001 009.000 Size: 133.2 X 146.6 Loads:
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Location/Remarks: NORTHEAST CORNER OF WARES FERRY RD
Assessed description: Platname MONTGOMERY EAST 17
Lot 1
Block 46
Violation: - Debris - Furniture - Litter, Junk, Trash -

14	WRIGHT MICHAEL J 1373 DUNBARTON RD MONTGOMERY AL 36117	Housing Code 2015 C00018444 718	Property: 1373 DUNBARTON RD Parcel: 09 03 06 1 001 049.000 Size: 65 X 130 Loads:
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Location/Remarks: W/S OF DUNBARTON RD. 7 N. OF NEWBY CT.
Assessed description: Platname MONTGOMERY EAST 20
Lot 32
Block 56
Violation: - Debris - Litter, Junk, Trash -

15	U S BANK 4801 FEDERICA STREET OWENBORO KY 42301	Housing Code 2015 C00018484 702	Property: 541 LYNNHURST CT Parcel: 09 03 06 3 003 016.000 Size: 47.2 X 183.2 Loads:
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Location/Remarks: @ NORTH END OF CUL DA SAC
Assessed description: Platname MONTGOMERY EAST 10A
Lot 16
Block 10
Violation: - Debris - Litter, Junk, Trash - Tree Limbs -

16	HENRY RONALD H & MORELLE W 6294 NATURE DR MONTGOMERY AL 36117-3170	Housing Code 2015 C00018500 702	Property: 6294 NATURE DR Parcel: 09 03 07 1 004 069.000 Size: 105.9 X 154.2 IRR Loads:
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Location/Remarks: SS 1 E OF 6262
Assessed description: Platname MONTGOMERY EAST 15
Lot 92
Block 18
Violation: - Appliances - Auto Parts - Bldg. Material - Debris - Furniture - Litter, Junk, Trash - Tires -

17	TAYLOR TRACEE J & TAYLOR CHRISTOPHER S 6295 NATURE DR MONTGOMERY AL 36117-0000	Housing Code 2015 C00018420 702	Property: 6295 NATURE DR Parcel: 09 03 07 1 004 074.000 Size: 47.7 X 113.6 IRR Loads:
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Location/Remarks: SS 1 E OF 6292
Assessed description: Platname MONTGOMERY EAST PLAT 15A
Lot 97
Block 18
Violation: - Appliances - Bldg. Material - Carpet - Debris - Furniture - Litter, Junk, Trash - Tires -

18	WATSON HEATH R 3051 MABLIN LN MONTGOMERY AL 36106	Housing Code 2015 C00018441 710	Property: 2092 WEST ABERDEEN DR Parcel: 09 09 30 3 003 003.044 Size: 42 X 222.8 IRR Loads:
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Location/Remarks: W/S OF WEST ABERDEEN DR. 13 S. OF EAST ABERDEEN DR.
Assessed description: Platname BRIGHTON PATIO HOMES 2
Lot 14
Block 1
Violation: - Debris - Junk Vehicles - Litter, Junk, Trash - Tree Limbs -

**NUISANCE RESOLUTION FOR COUNCIL DATE
02/17/2015**

19	JOHNSTON BENJAMIN C & JOHNSTON DANIELLE S 3465 DALRAIDA PKWY MONTGOMERY AL 36109	Housing Code 2015 C00018440 718	Property: 3465 DALRAIDA PKWY Parcel: 10 02 03 3 003 020.000 Size: 120 X 175 IRR Loads:
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Location/Remarks: N/W CORNER OF NORTH GEORGETOWN
Assessed description: Platname DALRAIDA PARK EST 4
Lot 1
Block E
Violation: - Bldg. Material - Debris - Litter, Junk, Trash -

20	ROYAL DAVID E & ROYAL JUDY H 3590 MAYFAIR RD MONTGOMERY AL 36109-2244	Housing Code 2015 C00018473 718	Property: 3590 MAYFAIR RD Parcel: 10 02 03 3 013 001.000 Size: 116.3 X 119.3 IRR Loads:
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Location/Remarks: S/W CORNER HILLMAN
Assessed description: Platname WAREINGWOOD ADD 1
Lot 1
Block 5
Violation: - Bldg. Material - Debris - Litter, Junk, Trash -

21	CHALKLEY MARIE S 949 PARKWOOD CT MONTGOMERY AL 36109-1226	Housing Code 2015 C00018534 718	Property: 949 PARKWOOD CT Parcel: 10 02 04 1 003 015.000 Size: 75 X 160 Loads:
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Location/Remarks: S/S 6 WEST PARK WOOD DR.
Assessed description: Platname ROSEMONT HGTS ADD PLAT B
Lot 15
Block 5
Violation: - Debris - Furniture - Litter, Junk, Trash -

22	HADLEY BRYAN K 205 FEDERAL DR MONTGOMERY AL 36107	Housing Code 2015 C00018407 718	Property: 205 FEDERAL DR Parcel: 10 02 09 2 011 021.000 Size: 100 X 100 Loads:
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Location/Remarks: N/W CORNER WINONA
Assessed description: Platname CAPITOL HGTS
Lot 12
Block 46
Violation: - Bldg. Material - Debris - Litter, Junk, Trash -

23	WATSON NOVADEAN 2122 REXFORD RD MONTGOMERY AL 36116	Housing Code 2015 C00018499 702	Property: 2706 GENEVA ST Parcel: 10 02 09 3 011 006.000 Size: 50 X 150 Loads:
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Location/Remarks: SE CORNER OF DOTHAN ST.
Assessed description: Platname MCQUEENS
Lot 11
Block 6
Violation: - Appliances - Auto Parts - Bldg. Material - Debris - Junk Vehicles - Litter, Junk, Trash - Tires - Wood -

24	STATE OF ALABMA 1992 TAX SALE MONTGOMERY AL 36104-0000	Housing Code 2015 C00018321 718	Property: TRACTION AVE Parcel: 10 03 05 2 003 015.000 Size: 70 X 272 IRR Loads:
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Location/Remarks: ES 2 S OF 2256(SIZE OF LOT IS 70 X 272 IRR)
Assessed description: COM INT E ROW TRACTION AVE & N LINE SEC 5 T16N R18E TH SLY 490 TO POB TH E 272 TH S 70 TH W 267 TH NLY 70 TO POB
Violation: - Debris - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Weeds -

NUISANCE RESOLUTION FOR COUNCIL DATE
02/17/2015

25	STATE OF ALABAMA 1992 TAX SALE	Housing Code 2015 C00018320 718	Property: TRACTION AVE Parcel: 10 03 05 2 003 015.001 Size: 175.9 X 277.3 IRR Loads:
	MONTGOMERY AL 36104-0000		

Location/Remarks: ES 1S OF 2256

Assessed description: COM INT E ROW TRACTION AVE & N LINE SEC 5 T16N R18E TH SLY 315 TO POB TH E 277.3 TH S 176 TH W 266.8 TH NWLY 175.9 TO POB

Violation: - Debris - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Weeds -

26	STATE OF ALABAMA 1998 TAX SALE	Housing Code 2015 C00018322 718	Property: TRACTION AVE Parcel: 10 03 05 2 003 016.000 Size: 69.5 X 265 Loads:
	MONTGOMERY AL 36104		

Location/Remarks: E/S 1 NORTH OF 2206

Assessed description: COM 630FT OF N SIDE OF 05-16-18 ALONG E SIDE WETUMPKA RD E 420FT TO POB ELY 265FT NLY 69.5WLY 267FT TO E SIDE OF TRACTION AVE SWLY 69.5TO POB

Violation: - Debris - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Weeds -

27	STATE OF ALABAMA 2007 TAX SALE	Housing Code 2015 C00018368 718	Property: 821 CLARMONT AVE Parcel: 10 03 05 4 015 001.005 Size: 32.4 X 103.9 IRR Loads:
	MONTGOMERY AL 36104		

Location/Remarks: W/S 1N 817

Assessed description: Platname CLARMONT 1
Lot 6
Block #

Violation: - Furniture - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Weeds -

28	STATE OF ALABAMA 2011 TAX SALE	Housing Code 2015 C00018365 718	Property: 807 CLARMONT AVE Parcel: 10 03 05 4 015 009.000 Size: 50 X 110 Loads:
	MONTGOMERY AL 36104		

Location/Remarks: W/S 2N STOKES

Assessed description: Platname VILLA HGTS
Lot 11
Block 4

Violation: - Debris - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Weeds -

29	STATE OF ALABAMA 2006 TAX SALE	Housing Code 2015 C00018367 718	Property: 816 CLARMONT AVE Parcel: 10 03 05 4 016 006.000 Size: 37.5 X 100 Loads:
	MONTGOMERY AL 36104		

Location/Remarks: E/S 3 N OF STOKES

Assessed description: Platname VILLA HGTS
Lot 10
Block 5

Violation: - Debris - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Weeds -

30	STATE OF ALABAMA 2003 TAX SALE	Housing Code 2015 C00018364 718	Property: 751 CLARMONT AV Parcel: 10 03 05 4 018 013.000 Size: 37.5 X 110 Loads:
	MONTGOMERY AL 36104-0000		

Location/Remarks: W/S 1 S OF 753, 5S STOKES

Assessed description: Platname VILLA HGTS
Lot 9
Block 7

Violation: - Debris - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Weeds -

**NUISANCE RESOLUTION FOR COUNCIL DATE
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31	STATE OF ALABAMA 2008 TAX SALE	Housing Code 2015 C00018463 718	Property: 1711 FRENCH ST Parcel: 10 03 06 1 002 021.000 Size: 40 X 125 Loads:
	MONTGOMERY AL 36104		

Location/Remarks: WS 2 N OF CHOCTAW - WS 1 S OF 1715
Assessed description: NORTH MONTGOMERY PLAT BK 1 PAGE 90 BLK 5 NORTH MONTGOMERY N 26FT LOT 2 & S 14FT LOT 3 MAP BK 1 P 90 2002 TAX SALE
Violation: - Debris - Litter, Junk, Trash - Overgrown Grass - Weeds -

32	STATE OF ALABAMA 2000 TAX SALE	Housing Code 2015 C00018340 718	Property: 1879 WITHERS ST Parcel: 10 03 06 1 002 036.000 Size: 160 X 100 Loads:
	MONTGOMERY AL 36104-0000		

Location/Remarks: WEST SIDE OF WITHERS ST/1 NORTH OF 1859
Assessed description: Platname NORTH MONTGOMERY
Lot 11
Block 8
Violation: - Debris - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Weeds -

33	STATE OF ALABAMA	Housing Code 2015 C00018467 718	Property: FOSTER ST Parcel: 10 03 06 1 002 052.000 Size: 50 X 100 Loads:
	MONTGOMERY AL 36130		

Location/Remarks: NW CORNER OF CLEBOURNE ST
Assessed description: Platname NORTH MONTGOMERY
Lot 16
Block 21
Violation: - Debris - Litter, Junk, Trash - Overgrown Grass - Weeds -

34	STATE OF ALABAMA 1993 TAX SALE	Housing Code 2015 C00018468 718	Property: HALE ST Parcel: 10 03 06 1 002 066.000 Size: 130 X 200 IRR Loads:
	MONTGOMERY AL 36104-0000		

Location/Remarks: ES 1 N OF 1730
Assessed description: LOTS 1 2 3 & 16 BLK 35 NORTH M ONTGOMERY PB 1 PG 90 REDEEMED 12/18/92 CERT #1071 SALES DOCKET 35 PG 226
Violation: - Debris - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Weeds -

35	STATE OF ALABAMA 2007 TAX SALE	Housing Code 2015 C00018341 718	Property: 1617 FERGUSON ST Parcel: 10 03 06 1 007 012.000 Size: 40 X 100 Loads:
	MONTGOMERY AL 36104		

Location/Remarks: VACANT LOT;WSIDE /4 NORTH OF CHOCTAW STREET/BETWEEN 1613 &1623
Assessed description: Platname NORTH MONTGOMERY
Lot 13
Block 33
Violation: - Debris - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Weeds -

36	STATE OF ALABAMA 2010 TAX SALE	Housing Code 2015 C00018469 718	Property: 1723 HALE ST Parcel: 10 03 06 1 009 009.001 Size: 40 X 100 Loads:
	MONTGOMERY AL 36104		

Location/Remarks: W/S 2 S OF CLEBURN
Assessed description: Platname NORTH MONTGOMERY IMP
Lot 9
Block 23
Violation: - Debris - Litter, Junk, Trash - Overgrown Grass - Weeds -

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37	STATE OF ALABAMA MONTGOMERY AL 36130	Housing Code 2015 C00018465 718	Property: 1708 FOSTER ST Parcel: 10 03 06 1 010 007.000 Size: 40X100 Loads:
----	---	--	--

Location/Remarks: EAST SIDE OF FOSTER ST/2 NORTH OF CHOCTAW
Assessed description: Platname NORTH MONTGOMERY
Lot 2
Block 24

Violation: - Debris - Litter, Junk, Trash - Overgrown Grass - Weeds -

38	STATE OF ALABAMA 2007 TAX SALE MONTGOMERY AL 36104	Housing Code 2015 C00018464 718	Property: 1702 FOSTER ST Parcel: 10 03 06 1 010 008.000 Size: 40X100 Loads:
----	--	--	--

Location/Remarks: NORTH EAST CORNER OF CHOCTAW
Assessed description: Platname NORTH MONTGOMERY
Lot 1
Block 24

Violation: - Debris - Litter, Junk, Trash - Overgrown Grass - Weeds -

39	STATE OF ALABAMA 2008 TAX SALE MONTGOMERY AL 36104	Housing Code 2015 C00018466 718	Property: FOSTER ST Parcel: 10 03 06 1 014 010.000 Size: 40 X 100 Loads:
----	--	--	---

Location/Remarks: WEST SIDE OF FOSTER ST/2 SOUTH OF CLEBURN
Assessed description: Platname NORTH MONTGOMERY
Lot 9
Block 20

Violation: - Debris - Litter, Junk, Trash - Overgrown Grass - Weeds -

40	STATE OF ALABAMA 1994 TAX SALE MONTGOMERY AL 36104-0000	Housing Code 2015 C00018470 718	Property: 514 RANDOLPH ST Parcel: 10 03 07 2 016 004.000 Size: 50X70 Loads:
----	---	--	--

Location/Remarks: S/S 2E N. DECATUR
Assessed description: COM SE INT DECATUR & RANDOLPH STS E ALONG RANDOLPH ST 100FT TO BEG CONT E
ALONG SAID ST50FT S 70FT W 50FT N 70FT TO POB BEING IN NW107 16 18

Violation: - Debris - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Tree Violation - Weeds -

41	ANTHONY RENARD 2021 YANCEY AVE MONTGOMERY AL 36107-1651	Housing Code 2015 C00018409 718	Property: 2021 YANCEY AVE Parcel: 10 03 08 1 032 015.000 Size: 50 X 150 Loads:
----	---	--	---

Location/Remarks: N/S 1 EAST 2015 YANCEY
Assessed description: Platname CAPITOL HGTS
Lot 16
Block 23

Violation: - Furniture -

42	J & J PROPERTIES LLC 403 7TH ST TALLASSEE AL 36078	Housing Code 2015 C00018410 718	Property: 2029 YANCEY AVE Parcel: 10 03 08 1 032 017.000 Size: 50 X 150 Loads:
----	--	--	---

Location/Remarks: N/S 1 EAST 2025 YANCEY
Assessed description: Platname CAPITOL HGTS RESUB
Lot 14
Block #

Violation: - Appliances - Debris - Litter, Junk, Trash -

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43	WHITE BARBARA PUGH 608 W SHAWNEE DR MONTGOMERY AL 36107	Housing Code 2015 C00018346 718	Property: 608 WEST SHAWNEE DR Parcel: 10 03 08 2 001 025.000 Size: 65 X 141 IRR Loads:
----	---	--	---

Location/Remarks: N/S 11 NW OF GLENMORE RD
Assessed description: Platname SHAWNEE TERRACE
Lot 11
Block 2

Violation: - Debris - Litter, Junk, Trash - Overgrown Grass - Weeds -

44	BROWN ODIS JEFFERY 419 GLENMORE RD MONTGOMERY AL 36107	Housing Code 2015 C00018345 718	Property: 419 GLENMORE RD Parcel: 10 03 08 2 003 024.000 Size: 65 X 123 Loads:
----	--	--	---

Location/Remarks: W/S 4 NORTH LYNDLE
Assessed description: Platname SHAWNEE TERRACE
Lot 4
Block 6

Violation: - Bldg. Material - Debris - Furniture - Litter, Junk, Trash -

45	BOYD DEANGELO 444 E SHAWNEE MONTGOMERY AL 36107	Housing Code 2015 C00018342 718	Property: 444 EAST SHAWNEE DR Parcel: 10 03 08 2 006 002.000 Size: 50 X 125 IRR Loads:
----	---	--	---

Location/Remarks: SOUTHEAST CORNER OF GLENMORE
Assessed description: Platname SHAWNEE TERRACE
Lot 10
Block 1

Violation: - Debris - Litter, Junk, Trash - Overgrown Grass - Weeds -

46	ALABAMA REALTY & MORTGAGE CO. 1107 FEDERAL DR MONTGOMERY AL 36107-1117	Housing Code 2015 C00018289 718	Property: 1707 UPPER WETUMPKA RD Parcel: 10 03 08 2 007 006.000 Size: 555 X 170 IRR Loads:
----	---	--	---

Location/Remarks: E/S 2N UPPER WETUMPKA RD
Assessed description: Platname SHAWNEE HILLS 1
Lot A
Block #

Violation: - Debris - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Tree Violation - Weeds -

47	AFFORDABLE REAL ESTATE GROUP LLC P O BOX 421382 DALLAS TX 75342	Housing Code 2015 C00018437 718	Property: 118 VONORA AVE Parcel: 10 03 08 2 013 003.000 Size: 45 X 258.5 Loads:
----	--	--	--

Location/Remarks: E/S 2S UPPER WETUMPKA RD
Assessed description: Platname ARONOV
Lot 5
Block 0000

Violation: - Bldg. Material - Debris - Litter, Junk, Trash -

48	MOSLEY ADRIANE A & MOSELY WANDA A 2237 HIGHLAND AVE MONTGOMERY AL 36107	Housing Code 2015 C00018454 702	Property: 2237 HIGHLAND AVE Parcel: 10 04 17 1 011 010.000 Size: 50 X 160 Loads:
----	--	--	---

Location/Remarks: N W CORNER OF POLK
Assessed description: Platname HIGHLAND PARK
Lot 12
Block 55

Violation: - Debris - Furniture - Litter, Junk, Trash -

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49	PARADISE PROPERTIES LLC 3358 CARTER HILL RD MONTGOMERY AL 36111	Housing Code 2015 C00018482 717	Property: 661 SMYTHE ST Parcel: 10 04 18 1 018 022.000 Size: 40 X 135 Loads:
----	---	--	---

Location/Remarks: E/S,3 N LAKE;1 S 657.
Assessed description: Platname BALDWIN PLAT
Lot 21
Block 12
Violation: - Furniture - Junk Vehicles - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Weeds -

50	HALL EDMUND & HALL SANDRA 3307 E BROOKWOOD DR MONTGOMERY AL 36116-0000	Housing Code 2015 C00018481 717	Property: 1233 LAKE ST Parcel: 10 04 18 1 018 028.001 Size: 49.5 X 62.5 Loads:
----	--	--	---

Location/Remarks: 2 STORY APT, N/S 3W HALL;1 W 1237.
Assessed description: Platname BALDWIN PLAT
Lot 24
Block 12
Violation: - Furniture - Litter, Junk, Trash -

51	HALL CONSULTING GROUP LLC 12370 CHANTILLY PARKWAY PIKE ROAD AL 36064	Housing Code 2015 C00018449 723	Property: 902 FELDER AVE Parcel: 10 04 19 1 009 005.000 Size: 133 X 102.5 IRR Loads:
----	--	--	---

Location/Remarks: SOUTH EAST CORNER DUNBAR
Assessed description: Platname CLOVERDALE
Lot 1
Block #
Violation: - Bldg. Material - Litter, Junk, Trash - Tree Limbs - Wood -

52	FORD GALATIA ZAMIR 1570 S PERRY ST MONTGOMERY AL 36104	Housing Code 2015 C00018312 723	Property: 1570 SOUTH PERRY ST Parcel: 10 04 19 2 005 008.000 Size: 150 X 225 Loads:
----	--	--	--

Location/Remarks: NORTH WEST CORNER WARD ST
Assessed description: Platname MAPLEWOOD
Lot 7
Block 1
Violation: - Debris - Litter, Junk, Trash - Overgrown Grass - Tires - Tree Limbs - Weeds -

53	SIMMONS EARL M JR & SIMMONS GERALDEAN E 1616 S PERRY ST MONTGOMERY AL 36104-5606	Housing Code 2015 C00018311 723	Property: 1616 SOUTH PERRY ST Parcel: 10 04 19 2 006 001.000 Size: 275 X 289 IRR Loads:
----	---	--	--

Location/Remarks: SOUTH WEST CORNER WARD
Assessed description: MAPLEWOOD PLAT BK 23 PAGE 119 LOT B REPLATLOTS 1 THRU 3 14 THRU 16 & PART L4 & 13 BLK 2 MAPLEWOOD MONTGY MAP BK 23 P 119
Violation: - Bldg. Material - Debris - Furniture - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Weeds -

54	CRUZ PAUL 1507 ANN ST MONTGOMERY AL 36107	Housing Code 2015 C00018380 702	Property: 1507 ANN ST Parcel: 10 05 16 3 008 001.000 Size: 100 X 160 IRR Loads:
----	---	--	--

Location/Remarks: SOUTHEAST CORNER OF E THIRD ST
Assessed description: Platname PRIMROSE HGTS
Lot 76
Block #
Violation: - Furniture - Litter, Junk, Trash -

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55	ROBINSON LAWRENCE R JR 365 SPENSETH DR MONTGOMERY AL 36109-4934	Housing Code 2015 C00018415 702	Property: 365 SPENSETH DR Parcel: 10 06 13 1 002 004.000 Size: 100 X 150 Loads:
----	---	--	--

Location/Remarks:

Assessed description: Platname CAROL VILLA 2 PLAT E
Lot 17
Block 4

Violation: - Junk Vehicles -

56	SERVISFIRST BANK 3960 EASTERN BLVD MONTGOMERY AL 36116	Housing Code 2015 C00018306 710	Property: 3960 EASTERN BLVD Parcel: 10 07 35 2 000 003.007 Size: 252.1 X 242.3 IRR Loads:
----	--	--	--

Location/Remarks: NORTHSIDE & 6 EAST OF MCGEHEE RD.

Assessed description: Platname PENNY T DEVELOPMENT 2
Lot 3B
Block #

Violation: - Debris - Litter, Junk, Trash - Overgrown Grass - Weeds -

57	HUDSON LAMONTAY 2716 ASHLAWN DR MONTGOMERY AL 36111-2815	Housing Code 2015 C00018478 710	Property: 2716 ASHLAWN DR Parcel: 10 08 28 3 008 009.000 Size: 123.5 X 224.7 IRR Loads:
----	--	--	--

Location/Remarks: N/E CORNER OF S.COLONIAL DR.AND ASHLAWN DR.

Assessed description: Platname GAY MEADOWS 1
Lot 10
Block 3

Violation: - Debris - Litter, Junk, Trash - Tree Limbs -

58	SCHILLECI FRANK 1700 EMORY FOLMAR BLVD MONTGOMERY AL 36110	Housing Code 2015 C00018307 710	Property: 2241 EAST SOUTH BLVD Parcel: 10 08 33 2 003 006.000 Size: 200 X 400 Loads:
----	--	--	---

Location/Remarks: N/E CORNER OF EAST SOUTH BLVD. AND BONAPARTE BLVD.

Assessed description: Platname SOUTH BOULEVARD PROPERTIES 2
Lot C
Block #

Violation: - Debris - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Weeds -

59	COLEMAN CYNTHIA P 312 E PATTON AVE MONTGOMERY AL 36105-2307	Housing Code 2015 C00018318 723	Property: 312 EAST PATTON AVE Parcel: 10 09 30 3 007 013.000 Size: 188.4 X 183.9 IRR Loads:
----	---	--	--

Location/Remarks: S/S 2 E OF KELLY

Assessed description: Platname LYNWOOD EST 3
Lot 2
Block 4

Violation: - Bldg. Material - Debris - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Weeds -

60	SUMMER BREEZE LLC P O BOX 161 MILLBROOK AL 36054	Housing Code 2015 C00018319 723	Property: 616 BYRNE DR Parcel: 10 09 31 1 005 005.000 Size: 95 X 130 Loads:
----	--	--	--

Location/Remarks: SOUTHSIDE & 3 EAST OF WESLEY

Assessed description: Platname NORMANVILLE ADD 2
Lot 3
Block D

Violation: - Debris - Litter, Junk, Trash - Overgrown Grass - Weeds -

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61	BARFOOT CHARLES W 526 HERRON ST MONTGOMERY AL 36104-0000	Housing Code 2015 C00018438 717	Property: 526 HERRON ST Parcel: 11 01 12 3 012 013.000 Size: 50 X 150 Loads:
----	--	--	---

Location/Remarks: VACANT LOT,N/S 3 EAST OF HANRICK ST.1 E OF 530.
Assessed description: Platname HANRICK PLAT
Lot 3
Block 10

Violation: - Debris - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Tree Violation - Weeds -

62	REALITY AND TRUTH MINISTRIES PO BOX 6322 MONTGOMERY AL 36106	Housing Code 2015 C00018539 717	Property: 506 MONTGOMERY ST Parcel: 11 01 12 4 013 010.000 Size: 207.33 X 141.91 IR Loads:
----	--	--	---

Location/Remarks: N/W CORNER MONTGOMERY ST / WILKINSON ST
Assessed description: Platname JOHNSON & HOWARD 1
Lot A
Block #

Violation: - Bldg. Material - Debris - Litter, Junk, Trash - Wood -

63	HAARDT FAMILY LIMITED PARTNERSHIP 1220 S HULL ST MONTGOMERY AL 36104	Housing Code 2015 C00018439 717	Property: STATE ST & MONTGOMERY Parcel: 11 01 12 4 018 004.000 Size: 100 X 100 Loads:
----	---	--	--

Location/Remarks: VACANT LOT,S/E CORNER MONTGOMERY ST / STATE ST.1 N 6 STATE.
Assessed description: BEG INTERX E R/W STATE ST & S R/W MONTGY ST SSLG E R/W 100FT NELY 100FT NWLY
100FT SLY ALGR/W 100FT TO POB 12-16-17 MONTGY EST ALABAMA

Violation: - Litter, Junk, Trash - Overgrown Grass - Tires - Tree Limbs - Tree Violation - Weeds -

64	CARR DORA 2819 OLD SELMA RD MONTGOMERY AL 36108-1915	Housing Code 2015 C00018396 716	Property: 2819 OLD SELMA RD Parcel: 11 05 16 4 007 020.001 Size: 134.9 X 1630 IRR Loads:
----	--	--	---

Location/Remarks: SOUTHSIDE & 3 WEST OF MAXWELL AVE.
Assessed description: Platname GREIL HIGHLANDS RESUB LOT 13
Lot 13A
Block #

Violation: - Debris - Litter, Junk, Trash - Tree Stumps - Tree Violation - Weeds - Wood -

65	WAYMARK PROPERTIES LLC 2800 ZELDA RD STE 100 5 MONTGOMERY AL 36106	Housing Code 2015 C00018456 717	Property: 333 CLAYTON ST Parcel: 11 06 13 1 004 006.000 Size: 55 X 149 Loads:
----	--	--	--

Location/Remarks: SOUTHSIDE, 2 EAST OF GOLDTHWAITE
Assessed description: Platname CLAYTON PLAT
Lot 26
Block #

Violation: - Litter, Junk, Trash - Tree Violation -

66	ARCHER PROPERTIES LLC PO BOX 240188 MONTGOMERY AL 36124-0188	Housing Code 2015 C00018504 717	Property: 441 MOBILE ST Parcel: 11 06 13 1 014 007.000 Size: 45 X 171.5 IRR Loads:
----	--	--	---

Location/Remarks: VACANT LOT,ES,2 NORTH OF 455.
Assessed description: LOT 25 MOBILE ST BEG 328FT S OF SW COR CLAYTOST SELY 152.4FT SWLY 46.4FT NWLY
171.5FT NELY45FT TO POB 2001 TAX SALE

Violation: - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Weeds -

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67	GREENE ANTONIO & CRAWFORD DIERDRA L 709 MILDRED ST MONTGOMERY AL 36104	Housing Code 2015 C00018458 717	Property: 701 MILDRED ST Parcel: 11 06 13 2 009 011.000 Size: 50 X 219 Loads:
----	---	--	--

Location/Remarks: VACANT LOT,SSIDE, 11 W OF MOBILE,2 E 709.

Assessed description: Platname SUSAN P ALLEN PLAT
Lot 11
Block #

Violation: - Litter, Junk, Trash - Overgrown Grass - Tree Violation - Weeds -

68	GREEN ANTONIO & CRAWFORD DIERDRA L 16 FLOOD ST MONTGOMERY AL 36104	Housing Code 2015 C00018457 717	Property: 705 MILDRED ST Parcel: 11 06 13 2 009 012.000 Size: 50 X 219 Loads:
----	---	--	--

Location/Remarks: VACANT LOT,S'SIDE, 12 W MOBILE ST;1 E OF 709 MILDRED

Assessed description: Platname SUSAN P ALLEN PLAT
Lot 12
Block #

Violation: - Junk Vehicles - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Weeds -

69	STATE OF ALABAMA MONTGOMERY AL 36130	Housing Code 2015 C00018460 717	Property: 525 HAMNER ST Parcel: 11 06 13 2 010 013.000 Size: 50 X 150 Loads:
----	---	--	---

Location/Remarks: VACANT LOT,ES, 3 N MILDRED ST;1 S 519.

Assessed description: Platname HAMNER HALL PLAT
Lot 11
Block 2

Violation: - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Weeds -

70	5 STAR CONSORTIUM LLC PO BOX 1047 PHENIX CITY AL 36868	Housing Code 2015 C00018459 717	Property: MILDRED ST Parcel: 11 06 13 2 010 020.000 Size: 75 X 50 IRR Loads:
----	--	--	---

Location/Remarks: VACANT LOT,NS,2 WEST OF MOBILE ST.

Assessed description: HAMNER HALL PLAT BK 1 PAGE 72 LOT W 75FT & BLK 2 HAMNER HALL PLAT LESS 5X5XIN NE COR & INT MONTGY MAP BK 1 P 71

Violation: - Appliances - Furniture - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Weeds -

71	J B PROPERTIES LLC 21 WATSON CIR MONTGOMERY AL 36109	Housing Code 2015 C00018516 717	Property: 564 GRADY ST Parcel: 11 06 13 2 012 012.000 Size: 42 X 80.8 Loads:
----	--	--	---

Location/Remarks: VACANT LOT,NS; 3 E OF MOBILE ST.LOT STARTS@240FT E OF MOBILE@4TH SET OF STEPS W OF CONCRETE BLDG.

Assessed description: Platname CHANDLER BROS PLAT
Lot 17
Block 2

Violation: - Graffiti - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Tree Violation - Weeds -

72	J & B PROPERTIES LLC 21 WATSON CIR MONTGOMERY AL 36109	Housing Code 2015 C00018515 717	Property: 558 GRADY ST Parcel: 11 06 13 2 012 013.000 Size: 40 X 80 Loads:
----	--	--	---

Location/Remarks: NORTHSIDE OF GRADY ST; 4TH PARCEL EAST OF MOBILE ST

Assessed description: Platname CHANDLER BROS PLAT
Lot 18
Block 2

Violation: - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Tree Violation - Weeds -

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73	J & B PROPERTIES LLC 21 WATSON CIR MONTGOMERY AL 36109	Housing Code 2015 C00018514 717	Property: 552 GRADY ST Parcel: 11 06 13 2 012 014.000 Size: 40 X 80 Loads:
----	--	--	---

Location/Remarks: NORTHSIDE OF GRADY ST; 5TH PARCEL EAST OF MOBILE ST
Assessed description: Platname CHANDLER BROS PLAT
Lot 19
Block 2

Violation: - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Weeds -

74	J & B PROPERTIES LLC 21 WATSON CIR MONTGOMERY AL 36109	Housing Code 2015 C00018513 717	Property: 546 GRADY ST Parcel: 11 06 13 2 012 015.000 Size: 40 X 80 Loads:
----	--	--	---

Location/Remarks: NORTHSIDE OF GRADY ST; 6TH PARCEL EAST OF MOBILE ST
Assessed description: Platname CHANDLER BROS PLAT
Lot 20
Block 2

Violation: - Bldg. Material - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Weeds -

75	5 STAR CONSORTIUM LLC PO BOX 1047 PHENIX CITY AL 36868	Housing Code 2015 C00018505 717	Property: VANDIVER ALLEY Parcel: 11 06 13 2 012 033.000 Size: 78 X 80 IRR Loads:
----	--	--	---

Location/Remarks: VACANT LOT,N'SIDE, 6 E MOBILE ST.LAST LOT ON ST BEFORE APT PROP.
Assessed description: Platname CHANDLER BROS PLAT
Lot 6
Block #

Violation: - Litter, Junk, Trash - Overgrown Grass - Weeds -

76	STATE OF ALABAMA 2005 TAX SALE MONTGOMERY AL 36104-0000	Housing Code 2015 C00018506 717	Property: 530 VANDIVER AL Parcel: 11 06 13 2 012 034.000 Size: 40 X 81 Loads:
----	---	--	--

Location/Remarks: VACANT LOT,N'SIDE, 5 E MOBILE ST.2ND LOT W OF APT PROP/1ST IS 80FT.
Assessed description: Platname CHANDLER BROS SUB
Lot 5
Block 2

Violation: - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Tree Stumps - Tree Violation - Weeds -

77	5 STAR CONSORTIUM LLC PO BOX 1047 PHENIX CITY AL 36868	Housing Code 2015 C00018507 717	Property: VANDIVER ALLEY Parcel: 11 06 13 2 012 035.000 Size: 80 X 81 IRR Loads:
----	--	--	---

Location/Remarks: VACANT 80FT LOT,N/S,4 E MOBILE.STARTS 120FT W OF APT PROP.
Assessed description: Platname CHANDLER BROS SUB
Lot 3
Block 2

Violation: - Bldg. Material - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Tree Violation - Weeds -

78	5 STAR CONSORTIUM LLC PO BOX 1047 PHENIX CITY AL 36868-1047	Housing Code 2015 C00018512 717	Property: VANDIVER ALLEY Parcel: 11 06 13 2 012 038.000 Size: 40 X 80 Loads:
----	---	--	---

Location/Remarks: VACANT LOT,SS,2 E MOBILE ST.LOT STARTS @152FT E MOBILE & 160FT W OF APT PROP.
Assessed description: Platname CHANDLER BROS SUB
Lot 12
Block 2

Violation: - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Weeds -

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79	5 STAR CONSORTIUM LLC PO BOX 1047 PHENIX CITY AL 36868-1047	Housing Code 2015 C00018511 717	Property: VANDIVER ALLEY Parcel: 11 06 13 2 012 039.000 Size: 40X80 Loads:
----	---	--	---

Location/Remarks: VACANT LOT,SS, 3 E MOBILE ST.STARTS 192FT E OF MOBILE AND 120FT W OF APT PROP.
Assessed description: Platname CHANDLER BROS SUB
Lot 13
Block 2

Violation: - Litter, Junk, Trash - Overgrown Grass - Tires - Tree Limbs - Weeds -

80	5 STAR CONSORTIUM LLC PO BOX 1047 PHENIX CITY AL 36868-1047	Housing Code 2015 C00018510 717	Property: VANDIVER ALLEY Parcel: 11 06 13 2 012 040.000 Size: 40 X 80 Loads:
----	---	--	---

Location/Remarks: VACANT LOT,SSIDE 4 E MOBILE ST.LOT STARTS APPROX 80FT W OF APT PROP.
Assessed description: Platname CHANDLER BROS PLAT
Lot 14
Block 2

Violation: - Bldg. Material - Furniture - Litter, Junk, Trash - Overgrown Grass - Tires - Tree Limbs - Weeds -

81	FRANKLIN ANGELA D 3032 ALTA RD MONTGOMERY AL 36110	Housing Code 2015 C00018509 717	Property: 529 VANDIVER AL Parcel: 11 06 13 2 012 041.000 Size: 40 X 80 Loads:
----	--	--	--

Location/Remarks: VACANT LOT,SS, 5 E MOBILE.APPROX 40FT W OF APT PROP
Assessed description: Platname CHANDLER BROS SUB
Lot 15
Block 2

Violation: - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Weeds -

82	DAVIS EDWARD 2561 AIRWOOD DR MONTGOMERY AL 36108	Housing Code 2015 C00018508 717	Property: VANDIVER ALLEY Parcel: 11 06 13 2 012 042.000 Size: 40 X 80 Loads:
----	--	--	---

Location/Remarks: VACANT LOT,S/S, LAST LOT BEFORE THE APT PROP.
Assessed description: Platname CHANDLER BROS PLAT
Lot 16
Block 2

Violation: - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Weeds -

83	MCGOUGH JACKIE WINDSOR P O BOX 251401 MONTGOMERY AL 36125-1401	Housing Code 2015 C00018305 717	Property: 601 S HOLT ST Parcel: 11 06 13 2 020 009.000 Size: 40 X 100 Loads:
----	--	--	---

Location/Remarks: S/E CORNER OF HOLT AND DAY ST.
Assessed description: Platname PEACOCK TRACT MOSES #1 BLK #3
Lot 16
Block 17

Violation: - Debris - Litter, Junk, Trash - Overgrown Grass - Tree Violation -

84	BIBB KARTZ E 500 HARRIS HAVEN HOPE HULL AL 36043	Housing Code 2015 C00018545 716	Property: 1007 OAK ST Parcel: 11 06 13 3 005 006.000 Size: 37 X 108 Loads:
----	--	--	---

Location/Remarks: EAST SIDE OF OAK ST/2 SOUTH OF LEOLA ST
Assessed description: Platname PEACOCK TRACT
Lot
Block

Violation: - Debris - Litter, Junk, Trash - Overgrown Grass - Weeds -

**NUISANCE RESOLUTION FOR COUNCIL DATE
02/17/2015**

85	STATE OF ALABAMA 1997 TAX SALE	Housing Code 2015 C00018376 716	Property: 609 LUCY ST Parcel: 11 06 14 1 014 007.000 Size: 50 X 128 Loads:
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Location/Remarks: VACANT LOT, E/S 2 S OF DAY.

Assessed description: Platname PEACOCK TRACT
Lot 69
Block 9

Violation: - Debris - Litter, Junk, Trash - Overgrown Grass - Weeds -

86	STATE OF ALABAMA 1989 TAX SALE	Housing Code 2015 C00018377 716	Property: 623 LUCY ST Parcel: 11 06 14 1 014 010.000 Size: 25 X 128 Loads:
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Location/Remarks: E/S, 3 N WINIFRED ST/1 N 627.

Assessed description: Platname PEACOCK TRACT
Lot 71
Block 9

Violation: - Debris - Litter, Junk, Trash - Overgrown Grass - Weeds -

87	STATE OF ALABAMA 2007 TAX SALE	Housing Code 2015 C00018378 716	Property: 606 LUCY ST Parcel: 11 06 14 1 015 014.000 Size: 50 X 75 Loads:
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Location/Remarks: W. S. / 2. S OF DAY

Assessed description: CHAPPELL SUB PT LOTS 1 2 BLK 9 PEACOCK TRAC PLAT BK 1 PAGE 5 E 75FT OF LOT 78
CHAPPELL SUB PT LOTS 1 2 BLKPEACOCK TRACT MONTGY MAP BK 1 P 5

Violation: - Debris - Litter, Junk, Trash - Overgrown Grass - Weeds -

88	BLACKMON ALAN 2841 HORACE STREET MONTGOMERY AL 36108	Housing Code 2015 C00018416 716	Property: HORACE ST Parcel: 11 06 14 3 004 001.000 Size: Loads:
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Location/Remarks: NORTHWEST CORNER OF DAY STREET

Assessed description: Platname HUGHES & HARWELL PLAT
Lot 3
Block B

Violation: - Debris - Litter, Junk, Trash - Overgrown Grass - Weeds -

89	PRYOR JONATHAN ALAN & GRACE PAMELA PRYOR 394 GAITHER RD WINSTON SALEM NC 27101	Housing Code 2015 C00018406 716	Property: SHERIDAN ST Parcel: 11 06 14 4 015 003.000 Size: 49.6 X 130.4 IRR Loads:
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Location/Remarks: SOUTHSIDE & 3 WEST OF OAK ST.

Assessed description: Platname PEACOCK TRACT
Lot 2
Block

Violation: - Debris - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Tree Stumps - Tree Violation - Weeds - Wood -

90	MARSH JOE L JR & MARSH JACQUES L 3421 ROSA L PARKS AVE MONTGOMERY AL 36105-0000	Housing Code 2015 C00018483 716	Property: 1335 HILL ST Parcel: 11 06 14 4 017 026.000 Size: 50 X 128 Loads:
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Location/Remarks: EASTSIDE OF HILL ST; 5TH NORTH OF EARLY ST

Assessed description: Platname HALL SUB 3 BLK 7 PEACOCK TRACT
Lot 15
Block 7

Violation: - Debris - Furniture - Litter, Junk, Trash -

**NUISANCE RESOLUTION FOR COUNCIL DATE
02/17/2015**

91 STATE OF ALABAMA 2010 TAX SALE
MONTGOMERY AL 36104

Housing Code	Property: 2143 DOROTHY ST
2015	Parcel: 11 06 23 1 012 007.000
C00018436	Size: 48 X 150
716	Loads:

Location/Remarks: SOUTH SIDE OF DOROTHY ST/7 WEST OF WESTCOTT

Assessed description: Platname WESTCOTTVILLE
Lot 21
Block 3

Violation: - Debris - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Tree Stumps - Tree Violation - Weeds - Wood -

92 STATE OF ALABAMA
MONTGOMERY AL 36130

Housing Code	Property: 351 TROY ST
2015	Parcel: 11 06 24 1 016 009.000
C00018359	Size: 40 X 100
723	Loads:

Location/Remarks: S/S 3 EAST OF BELVIEW

Assessed description: Platname LIBERTY TOWN
Lot 21
Block B

Violation: - Carpet - Debris - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Weeds -

93 MOORE JOHN E
933 STEPHENS ST
MONTGOMERY AL 36108

Housing Code	Property: 1563 OAKLAND ST
2015	Parcel: 11 06 24 2 028 024.000
C00018498	Size: 80 X 100
716	Loads:

Location/Remarks: E.S / 3 & 4 N. OF STEPHENS/1567 ALSO ON PARCEL

Assessed description: Platname EAST KENSINGTON
Lot 38
Block 2

Violation: - Debris - Litter, Junk, Trash - Tree Limbs - Tree Stumps - Tree Violation - Wood -

94 PHYFIER LOUBERTHA & JACKSON
STANLEY K
3429 WHITING AVE
MONTGOMERY AL 36105-2021

Housing Code	Property: 3429 WHITING AVE
2015	Parcel: 11 07 25 2 002 006.000
C00018496	Size: 50 X 210
723	Loads:

Location/Remarks: E/S 5 SOUTH EDGEMONT

Assessed description: Platname RIDGECREST
Lot 20
Block 8

Violation: - Bldg. Material - Debris - Litter, Junk, Trash - Weeds - Wood -

95 RUDOLPH DAVID
3525 DORIS CIR
MONTGOMERY AL 36105-2038

Housing Code	Property: 3525 DORIS CIR
2015	Parcel: 11 07 25 2 003 015.000
C00018521	Size: 56X200 IRR
723	Loads:

Location/Remarks: NORTHSIDE OF DORIS CIR; 5TH PARCEL WEST OF WHITING AVE

Assessed description: Platname RIDGECREST
Lot 13
Block 9

Violation: - Appliances - Auto Parts - Bldg. Material - Debris - Furniture - Junk Vehicles - Litter, Junk, Trash - Overgrown Grass - Tires - Tree Limbs - Weeds -

96 WRIGHT LEON J & POWELL
DEBORAH A
PO BOX 250884
MONTGOMERY AL 36125-0000

Housing Code	Property: 3533 DORIS CIR
2015	Parcel: 11 07 25 2 003 016.000
C00018522	Size: 56 X 200 IRR
723	Loads:

Location/Remarks: NORTHSIDE OF DORIS CIR; 4TH PARCEL WEST OF WHITING AVE

Assessed description: Platname RIDGECREST
Lot 12
Block 9

Violation: - Bldg. Material - Furniture - Junk Vehicles - Litter, Junk, Trash - Overgrown Grass - Weeds -

**NUISANCE RESOLUTION FOR COUNCIL DATE
02/17/2015**

97 SHELTON DOROTHY B Housing Code Property: 3443 CRESCENT RD
P O BOX 404 2015 Parcel: 11 07 25 2 004 009.000
MONTGOMERY AL 36101-0404 C00018502 Size: 75 X 160 IRR
723 Loads:

Location/Remarks: EASTSIDE, 8 SOUTH OF EDGEMONT
Assessed description: Platname CRESCENT RESUB RIDGECREST
Lot T
Block 16

Violation: - Bldg. Material - Debris - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Weeds -

98 STATE OF ALABAMA 2007 TAX Housing Code Property: 3455 CRESCENT RD
SALE 2015 Parcel: 11 07 25 2 004 010.001
MONTGOMERY AL 36104 C00018503 Size: 75 X 160
723 Loads:

Location/Remarks: EASTSIDE, 6 NORTH OF APRIL
Assessed description: Platname CRESCENT RESUB RIDGECREST
Lot R
Block 16

Violation: - Bldg. Material - Debris - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Weeds - Wood -

99 STATE OF ALABAMA 2007 TAX Housing Code Property: 3455 CRESCENT RD
SALE 2015 Parcel: 11 07 25 2 004 010.001
MONTGOMERY AL 36104 C00018493 Size: 75 X 160
723 Loads:

Location/Remarks: EASTSIDE, 6 NORTH OF APRIL
Assessed description: Platname CRESCENT RESUB RIDGECREST
Lot R
Block 16

Violation: - Bldg. Material - Debris - Furniture - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Weeds - Wood -

100 ELLISON EDDIE MAE Housing Code Property: 3480 CRESCENT RD
611 BOWMAN ST 2015 Parcel: 11 07 25 2 006 031.000
MONTGOMERY AL 36105 C00018501 Size: 71 X 184 IRR
723 Loads:

Location/Remarks: WESTSIDE/2 NORTH OF APRIL ST
Assessed description: Platname RIDGECREST
Lot L
Block 15

Violation: - Bldg. Material - Debris - Junk Vehicles - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Weeds -

101 STATE OF ALABAMA TAX SALE Housing Code Property: 3500 WHITING AVE
2011 2015 Parcel: 11 07 25 2 007 001.000
MONTGOMERY AL 36104 C00018542 Size: 50 X 150
723 Loads:

Location/Remarks: SW CORNER OF DORIS CIRCLE
Assessed description: Platname RIDGECREST RESUB
Lot 6
Block 10

Violation: - Debris - Furniture - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Weeds -

102 MCDUFFIE CONNIE J Housing Code Property: 3508 WHITING AVE
4401 WOODCREST DR 2015 Parcel: 11 07 25 2 007 002.000
MONTGOMERY AL 36108-0000 C00018523 Size: 50 X 150
723 Loads:

Location/Remarks: WEST SIDE OF WHITING AVE/2 SOUTH OF DORIS ST
Assessed description: Platname RIDGECREST
Lot 7
Block 10

Violation: - Debris - Furniture - Litter, Junk, Trash - Overgrown Grass - Tree Limbs - Weeds -

NUISANCE RESOLUTION FOR COUNCIL DATE
02/17/2015

103	SELLERS MOSE & SELLERS BEULAH P PO BOX 251535 MONTGOMERY AL 36125	Housing Code 2015 C00018543 723	Property: 3534 DORIS CIR Parcel: 11 07 25 2 007 005.000 Size: 50 X 200 Loads:
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Location/Remarks: SOUTH SIDE OF DORIS CIR/2 WEST OF WHITING

Assessed description: Platname RIDGECREST
Lot 5
Block 10

Violation: - Debris - Litter, Junk, Trash - Overgrown Grass - Tires - Tree Limbs - Weeds -

104	HUDSON MICHAEL A & HERMAN DAVID PO BOX 248 CULVER IN 46511	Housing Code 2015 C00018541 723	Property: 3554 WHITING AVE Parcel: 11 07 25 2 007 022.000 Size: 75 X 200 Loads:
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Location/Remarks: W/S 2 NORTH RIDGECREST

Assessed description: Platname RIDGECREST RESUB
Lot 12A
Block #

Violation: - Debris - Furniture - Litter, Junk, Trash - Overgrown Grass - Tires - Tree Limbs - Weeds -

105	WILSON MARTHA & WILSON CHRIS 939 RIDGECREST MONTGOMERY AL 36105	Housing Code 2015 C00018540 723	Property: 3569 WHITING AVE Parcel: 11 07 25 2 008 011.000 Size: 50 X 210 Loads:
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Location/Remarks: EASTSIDE, 2 NORTH OF RIDGECREST

Assessed description: Platname RIDGECREST
Lot 14
Block 7

Violation: - Bldg. Material - Debris - Litter, Junk, Trash - Tree Limbs -

106	STATE OF ALABAMA C/O SNIPE JANIE LEE & SNIPE MARY J 3411 PIERSON AVE MONTGOMERY AL 36108	Housing Code 2015 C00018494 723	Property: 3873 APRIL ST Parcel: 11 07 25 3 003 023.000 Size: 80 X 169.1 IRR Loads:
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Location/Remarks: EASTSIDE, 4 SOUTH OF APRIL COURT

Assessed description: Platname CLEVELAND MEADOWS
Lot 22
Block D

Violation: - Bldg. Material - Debris - Litter, Junk, Trash - Tree Limbs - Weeds -

107	SECRETARY OF HOUSING AND URBAN DEVELOPMENT C/O COLLINS SHAWN 3124 BLAIR STREET NEW ORLEANS LA 70131	Housing Code 2015 C00018497 723	Property: 826 CLOVER HILL DR Parcel: 11 07 25 3 009 017.000 Size: 100 X 100 Loads:
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Location/Remarks: N/E CORNER OF OAK ST.

Assessed description: Platname CLOVERHILL EXTENSION PLAT 6
Lot 13
Block 5

Violation: - Bldg. Material - Debris - Furniture - Litter, Junk, Trash - Overgrown Grass - Tires - Weeds - Wood -

108	LITTLE WILLIE C & ELIZABETH ANN 4089 ROSA L PARKS AVE MONTGOMERY AL 36105-2701	Housing Code 2015 C00018528 723	Property: 4089 ROSA L PARKS AVE Parcel: 11 07 25 4 007 029.000 Size: 104.9 X 95 Loads:
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Location/Remarks: NORTHEAST CORNER OF JAPONICA

Assessed description: Platname SOUTHERN MEADOWS 3
Lot 9
Block A

Violation: - Debris - Junk Vehicles - Litter, Junk, Trash - Overgrown Grass - Tires - Weeds -

**NUISANCE RESOLUTION FOR COUNCIL DATE
02/17/2015**

109	MALLORY CHESTER D PO BOX 6056 MONTGOMERY AL 36106	Housing Code 2015 C00018475 723	Property: 750 WEST FLEMING RD Parcel: 11 07 36 2 008 020.000 Size: 100 X 330 Loads:
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Location/Remarks: NORTHSIDE 3 EST OF INWOOD91 WEST OF 756)

Assessed description: Platname BEAUVOIR GARDENS 2
Lot 11
Block 3

Violation: - Appliances - Carpet - Debris - Litter, Junk, Trash -

110	LIVINGSTON NEAL 5540 E SHADES VALLEY DR MONTGOMERY AL 36108-5430	Housing Code 2015 C00018387 716	Property: 5540 EAST SHADES VALLEY DR Parcel: 14 01 11 2 002 014.000 Size: 62.5 X 128.5 IRR Loads:
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Location/Remarks: E/S 11N OF BOBBY LANE, BETWEEN 5036 AND 5044

Assessed description: Platname SOUTHLAWN PLAT 9
Lot 69
Block K

Violation: - Appliances - Auto Parts - Bldg. Material - Debris - Litter, Junk, Trash - Tires - Wood -

111	MICASS PROPERTIES LLC 1678 MONTGOMERY HWY PMB204 VESTAVIA AL 35216	Housing Code 2015 C00018310 716	Property: 5561 EAST SHADES VALLEY DR Parcel: 14 01 11 2 004 002.000 Size: 67.2 X 125 Loads:
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Location/Remarks: W/S 2 S OF IRA LANE

Assessed description: Platname SOUTHLAWN PLAT 9
Lot 23
Block S

Violation: - Junk Vehicles -

112	PORTIS FREDERICK T 28 BECK ST HUNTSVILLE AL 35806	Housing Code 2015 C00018488 716	Property: 230 SOUTHLAWN DR Parcel: 14 02 03 4 004 013.000 Size: 65X135 Loads:
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Location/Remarks: SOUTHSIDE OF SOUTHLAWN DR; 6TH EAST OF GREENSBORO

Assessed description: Platname SOUTHLAWN PLAT 1
Lot 6
Block C

Violation: - Debris - Litter, Junk, Trash - Wood -

113	J OR J PROPERTIES LLC 403 7TH ST TALLASSEE AL 36078	Housing Code 2015 C00018337 716	Property: 5217 WEST SHADES VALLEY DR Parcel: 14 02 03 4 011 004.000 Size: 67.2 X 131.9 IRR Loads:
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Location/Remarks: EASTSIDE OF WEST SHADES VALLEY/4TH PARCEL SOUTH OF JEFFERY DR

Assessed description: Platname SOUTHLAWN 13
Lot 24
Block M

Violation: - Carpet - Debris - Furniture - Litter, Junk, Trash - Wood -

114	STOKES DOROTHY J 1566 WORTHING RD MONTGOMERY AL 36117-4722	Housing Code 2015 C00018242 716	Property: 5383 CONNIE CIR Parcel: 14 02 10 1 003 016.000 Size: 76 X 125 Loads:
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Location/Remarks: NORTHSIDE & 6 WEST OF LOLA

Assessed description: Platname SOUTHLAWN 10
Lot 24
Block Q

Violation: - Debris - Litter, Junk, Trash - Tree Limbs - Tree Violation - Wood -

**NUISANCE RESOLUTION FOR COUNCIL DATE
02/17/2015**

115 TAYLOR CATHERINE 116 GANTRY CT MONTGOMERY AL 36108	Housing Code 2015 C00018400 716	Property: 116 GANTRY CT Parcel: 14 02 10 1 009 024.000 Size: 66.7X125 Loads:
--	--	---

Location/Remarks: SOUTHSIDE OF GANTRY CT; 3RD PARCEL WEST OF GANTRY DR
Assessed description: Platname SOUTHLAWN PLAT 11
Lot 24
Block U
Violation: - Junk Vehicles -

116 MALLORY CHESTER D PO BOX 6056 MONTGOMERY AL 36106-0056	Housing Code 2015 C00018271 710	Property: 5933 SINGLETON ST Parcel: 15 01 02 1 004 080.000 Size: 23.7 X 114 IRR Loads:
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Location/Remarks: NORTH EAST END OF CUL DE SAC
Assessed description: Platname REGENCY PARK 7
Lot 22
Block B
Violation: - Debris - Litter, Junk, Trash -

117 EQUIVEST FINANCIAL LLC PO BOX 980 EAST LANSING MI 48826	Housing Code 2015 C00018323 710	Property: 3742 QUENBY DR Parcel: 15 02 03 2 015 002.000 Size: 70.8 X 159 IRR Loads:
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Location/Remarks: S/S OF QUENBY DR. 2 W.OF MATTERHORN ST.
Assessed description: Platname SPRING VALLEY PLAT 4
Lot 14
Block 6
Violation: - Debris - Graffiti - Junk Vehicles - Litter, Junk, Trash - Tree Limbs - Tree Stumps - Wood -

118 HOWARD LAWRENCE JR & MARY LOUISE 132 LAUDERDALE ST MONTGOMERY AL 36116-3702	Housing Code 2015 C00018295 710	Property: 132 LAUDERDALE ST Parcel: 15 02 04 1 013 024.000 Size: 70 X 155.8 IRR Loads:
--	--	---

Location/Remarks: W/S OF LAUDERDALE ST. 6 S/W OF QUENBY DR.
Assessed description: Platname SPRING VALLEY 2
Lot 7
Block 8
Violation: - Junk Vehicles -

119 STREETER WILLIE C & STREETER JANET 143 LAUDERDALE RD MONTGOMERY AL 36116-0000	Housing Code 2015 C00018296 710	Property: 143 LAUDERDALE ST Parcel: 15 02 04 1 014 006.000 Size: 80 X 190 Loads:
--	--	---

Location/Remarks: E/S OF LAUDERDALE ST. 6 N.OF WINDRUSH PLACE
Assessed description: Platname SPRING VALLEY 2
Lot 17
Block 7
Violation: - Junk Vehicles -

Councillor Burkette made a motion to suspend the rules in order that the foregoing resolution could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Burkette made a motion to adopt the foregoing resolution, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

Councillor Calhoun introduced the following resolution:

RESOLUTION NO. 38-2015

WHEREAS, Steve Kermish's term on the Industrial Development Board will expire March 19, 2015; and

WHEREAS, Councillor Jinright has requested that he continue to serve on said board:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Steve Kermish be and is hereby reappointed to the Industrial Development Authority for a six-year term, with term ending March 19, 2021.

Councillor Calhoun made a motion to suspend the rules in order that the foregoing resolution could be placed upon its final passage, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The rules having been suspended, Councillor Calhoun made a motion to adopt the foregoing resolution, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

The Clerk stated she was in receipt of the following requests for authorization of payment from the Council Contingency Account, having been approved by Mayor Strange:

MEMORANDUM

TO: Mayor Todd Strange

FROM: Brenda Gale Blalock *BGB*
City Clerk

DATE: February 13, 2015

RE: District 2— request for Council Contingency Funds

Councillor Smith is requesting the following be presented to Council for their authorization:

1. \$500.00 to East YMCA on Pelzer Avenue.

MEMORANDUM

TO: Mayor Todd Strange
FROM: Brenda Gale Blalock *BGB*
City Clerk
DATE: February 13, 2015
RE: District 2- request for Council Contingency Funds

Councillor Smith is requesting the following be presented to Council for their authorization:

1. \$800.00 to Timbers Homeowners Association to purchase neighborhood watch materials.

MEMORANDUM

TO: Mayor Todd Strange
FROM: Brenda Gale Blalock *BGB*
City Clerk
DATE: February 11, 2015
RE: District 6 – request for Council Contingency Funds

Councillor Dow is requesting the following be presented to Council for their authorization:

1. \$250.00 to Peter Crump Elementary School for school program.
2. \$750.00 to Belle Meade Neighborhood Association for community enhancement projects.

Councillor Jinright requested to add \$250.00 to 4th Annual Ralph D. Abernathy Civil Rights Celebration Breakfast.

Councillor Dow requested to add \$250.00 to 4th Annual Ralph D. Abernathy Civil Rights Celebration Breakfast.

Councillor Bollinger requested to add \$250.00 to 4th Annual Ralph D. Abernathy Civil Rights Celebration Breakfast.

Councillor Lee requested to add \$250.00 to 4th Annual Ralph D. Abernathy Civil Rights Celebration Breakfast.

Councillor Pruitt requested to add \$250.00 to 4th Annual Ralph D. Abernathy Civil Rights Celebration Breakfast.

Councillor Larkin requested to add \$250.00 to 4th Annual Ralph D. Abernathy Civil Rights Celebration Breakfast.

Councillor Smith requested to add \$250.00 to 4th Annual Ralph D. Abernathy Civil Rights Celebration Breakfast.

Councillor Burkette requested to add \$300.00 to RESTOR and \$100.00 to the American Association of Children.

Councillor Jinright requested to add \$150.00 to the American Association of Children.

Councillor Bollinger requested to add \$1,000.00 to the Montgomery Food Bank.

Councillor Calhoun requested to add \$500.00 to Green Acres Neighborhood Association; \$250.00 to 4th Annual Ralph D. Abernathy Civil Rights Celebration Breakfast; and \$150.00 to the American Association of Children.

Councillor Larkin requested to add \$250.00 to the American Association for Children.

Councillor Lee requested to add \$150.00 to the American Association for Children.

Mayor Strange authorized these additions.

Councillor Calhoun made a motion to authorize the payment of allocations from the Council Contingency funds, with additions, which motion carried with the following vote:

AYES:	UNANIMOUS	--9
NAYS:	NONE	--0
ABSTAINED:	NONE	--0
ABSENT:	NONE	--0

There being no further business to come before the Council, the meeting duly adjourned at 5:38 p.m.

BRENDA GALE BLALOCK, CITY CLERK

**CHARLES W. JINRIGHT, PRESIDENT
COUNCIL OF THE CITY OF MONTGOMERY**