

**REGULAR MEETING
COUNCIL OF THE CITY OF MONTGOMERY
FEBRUARY 3, 2015 – 5:00 P.M.**

The Council met in regular session on Tuesday, February 3, 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, JINRIGHT	--8
ABSENT:	PRUITT	--1

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 Councillor Smith, and the Pledge of Allegiance.

Councillor Pruitt entered the Council Chamber at 5:05 p.m.

Councillor Lee left the Council Chamber at 5:05 p.m.

Councillor Dow made a motion to adopt the January 20 2015, Work Session Minutes, as circulated, which motion carried with the following vote:

AYES:	BOLLINGER, SMITH, LARKIN, BURKETTE, CALHOUN, DOW, JINRIGHT	--7
NAYS:	NONE	--0
ABSTAINED:	PRUITT	--1
ABSENT:	LEE	--1

Councillor Lee entered the Council Chamber at 5:06 p.m.

Councillor Dow made a motion to adopt the January 20, 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 resolution:

RESOLUTION NO. _____

WHEREAS, pursuant to Resolution No. 4-2014, the right to operate a business in the City of Montgomery was revoked for The Centennial Hill Bar and Grill, 954 Highland Avenue; and

WHEREAS, said Resolution resolved that no license be issued for this location without Council approval; and

WHEREAS, a business license was granted this location in error without Council approval but said license expired December 31, 2014; and

WHEREAS, Samuel Brown, d/b/a HAC, 954 Highland Avenue has made application for a business license for a rental hall, and application has been forwarded for Council approval pursuant to Resolution No. 4-2014:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, Samuel Brown, d/b/a HAC, 954 Highland Avenue, be and is hereby approved for a business license.

Mr. Samuel Brown was present representing this item. Mr. Brown stated he had a petition of names in support of this license; however, he did not present the petition to the Council.

Councillor Larkin made a motion to deny 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 ordinance:

ORDINANCE NO. 10-2015

AN ORDINANCE AUTHORIZING PURCHASE/SALE AGREEMENT AND SALE OF REAL ESTATE FOR ECONOMIC DEVELOPMENT AT 301 BIBB STREET

WHEREAS, the City of Montgomery, Alabama (“City”) owns certain real property located at 301 Bibb Street, as more particularly identified in Exhibit “A” attached hereto (“Property”); and

WHEREAS, the Property is surplus property no longer needed for public or municipal purposes, and it is in the public’s best interest that any right, title and interest the City may have in and to the said Property be transferred and conveyed to NPH Investments, Inc., for the redevelopment of the Property in the City’s downtown area; and

WHEREAS, it is advantageous and in the public interest of the City to boost economic development, including without limitation the redevelopment of downtown properties, including the Property located in its downtown area for the purpose of promoting the economic development of the City; and

WHEREAS, Ordinance 32-2012 previously approved a Purchase/Sale Agreement for 301 Bibb Street with Projects and Investments, LLC, however, Projects and Investments, LLC, failed to timely develop the property and the City of Montgomery exercised its right of re-purchase in October 2014; and

WHEREAS, the City Council of the City of Montgomery now hereby authorizes the Mayor to enter into and execute the Purchase/Sale Agreement, attached as Exhibit “B”, wherein the City agrees to sell to NHP Investments, Inc., the Property identified in Exhibit “A”, for a total Purchase Price of \$325,000, consisting of earnest money deposited in the amount of \$10,000, with the balance in cash at closing; and

WHEREAS, said sale and conveyance are conditioned upon the finalization of a Development Agreement for the Property, the minimum terms for which are attached as an exhibit to the Purchase/Sale Agreement, which is Exhibit “B”, which may be assigned, including pre-closing, to an affiliated corporation or limited liability company.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Montgomery as follows:

- (1) The Council has determined that the sale of the Property is for valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities, and is for the purpose of promoting the economic development of the City of Montgomery; and
- (2) The City hereby grants to the Mayor the authority to negotiate, enter into and execute the Purchase/Sale Agreement attached in substantially final form as Exhibit “B” and any and all related other documents and instruments; and

(3) The City hereby approves said Purchase/Sale and Todd Strange, as Mayor, is hereby authorized to sign and execute said Purchase/Sale Agreement; and to enter into said development agreement, attached as exhibit to said Purchase/Sale Agreement, if they are necessary to close with NHP Investments, Inc.; and to execute Statutory Warranty Deeds and/or related other documents and instruments. The Property is to be conveyed subject to the following:

- 1. Any lien or charge for general or special taxes or assessment not yet delinquent.**
- 2. By its acceptance of this conveyance, Grantee, for itself and its successors and assigns, hereby acknowledges and covenants (i) that Grantee accepts the Property "AS IS" and "WITH ALL FAULTS," and (ii) that Grantee releases and waives any claim against Grantor relating to the nature and condition of the Property, including, without limitation, the environmental condition thereof.**
- 3. Any covenants, conditions or restrictions running with the title; and**

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

EXHIBIT A

Property Identification

Property: 301 Bibb Street, Montgomery, AL 36104

Parcel Number: 03-11-01-12-04-404-020.000

Beginning at the SW corner of the intersection of Bibb and Lee Streets and run Westerly along Lee Street, S 25°05'45" E, 204.44 feet to a PK nail: Thence leaving said Westerly R.O.W., S 68°58'12" W, 175.60 feet to a PK nail: Thence N 25°00'50" W, 204.09 feet to a Rail Road Spike on the Southerly R.O.W. of Bibb Street; Thence along said Southerly R.O.W., N 64°51'20" E, 175.31 feet to the Point of Beginning. Said described property lying in a portion of the SE ¼ of Section 12, T-16-N, R-17-E, Montgomery County, Alabama and contains 38,839 square feet (0.823 acres more or less).

The above description is taken from survey dated October 19, 2012 by W. Darrell Hyatt, Alabama license No. 16673, an image from which is below:

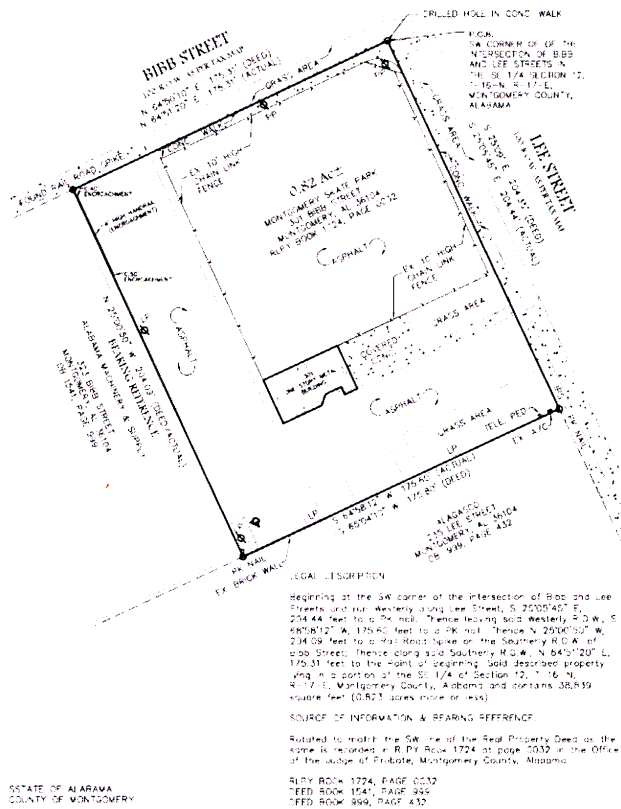


EXHIBIT B (13 pages)

STATE OF ALABAMA)
)
COUNTY OF MONTGOMERY)

PURCHASE/SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into by and between CITY OF MONTGOMERY, an Alabama Municipal Corporation (hereinafter referred to as "Seller"), and NPH Investments, Inc., a Mississippi corporation, or its assigns, but subject to the provisions of Paragraph 17 below (hereinafter referred to as "Buyer");

1. PURCHASE AND SALE.

1.1 Subject to the conditions set forth in section 1.2, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Seller, under and subject to the terms, conditions and provisions hereof, that certain real property located in the City and County of Montgomery, State of Alabama, described as follows:

Beginning at the SW corner of the intersection of Bibb and Lee Street and run Westerly along Lee Street, S 25°05'45" E, 204.44 feet to a PK nail; Thence leaving said Westerly R.O.W., S 68°58'12" W, 175.60 feet to a PK nail; Thence N 25°00'50" W, 204.09 feet to a Rail Road spike on the Southerly R.O.W. of Bibb Street; Thence along said Southerly R.O.W., N 64°51'20" E, 175.31 feet to the Point of Beginning. Said described property lying in a portion of the SE ¼ of Section 12, T-16-N, R-17-E, Montgomery County, Alabama and contains 38,839 square feet (0.823 acres more or less).

Address: 301 Bibb Street Montgomery, AL 36104
Parcel No: 03-11-01-12-04-404-020.000

1.2 This Agreement to purchase and sell is subject to the approval of the sale by the City Council of the City of Montgomery.

2. PURCHASE PRICE.

2.1 The purchase price of the Property (the "Purchase Price") shall be \$325,000 (Three Hundred Twenty-Five Thousand Dollars and no/100). The Purchase Price shall be payable by Buyer as follows:

(a) The sum of Ten Thousand and No/100 Dollars (\$10,000), as Earnest Money (the "Earnest Money"), to be deposited by Buyer with Glenn D. Everton, Attorney, of Griffin, Clift, Everton & Maschmeyer, PLLC, 6489 Quail Hollow #100, Memphis, TN 38120, as escrow agent (the "Escrow Agent"), within two (2) business days after Buyer's receipt of a fully executed copy of this Agreement.

(b) The balance of the Purchase Price, after deductions for credits and prorrations as herein provided, shall be paid in full by Buyer at the Closing by cashier's or certified check or wire transfer. The Earnest Money shall be paid to Seller at closing and credited against the Purchase Price.

(c) Seller and Buyer hereby authorize the Escrow Agent to hold the Earnest Money in trust pending the fulfillment of this Agreement. The Escrow Agent is not a party to this Agreement and does not make any warranty or representation to the Buyer regarding the subject matter of this Agreement and does not warrant or guarantee performance of any covenant, agreement, representation or warranty to the Buyer. Any check or other form of payment representing the Earnest Money will be deposited into an escrow account and shall be held without interest or other charges to or for the benefit of any party. In the event either Buyer or Seller claims the Earnest Money, the Escrow Agent has the right to request from the other party a written release of liability which authorizes the release of the Earnest Money. Further, without the written authorization of the other party, the Escrow Agent, shall, at its option, either retain the Earnest Money until there is a written agreement among the parties or interplead the disputed portion of the Earnest Money into court. The Escrow Agent shall be entitled to deduct from the Earnest Money any court costs, attorney's fees and other expenses relating to the interpleader, as well as an administration fee on account thereof.

2.2 The Purchase Price has been determined and calculated at a reduced rate as a stimulus to economic development. As part of the consideration of the sale at such reduced purchase price, Buyer covenants and agrees to and shall, within fifteen (15) months of the closing, commence the construction/development on and to the Property, in accordance with the plan to be submitted by Buyer to Seller and approved by Seller, and complete said construction/development and plan as approved by Seller in the Development Agreement. In the event of a failure to fulfill this covenant, all legal and equitable remedies, including injunctive relief, specific performance, damages and REVERSION of the Property to the Seller, shall be available to the Seller. In the event Seller elects for the Property to revert to it, upon thirty (30) days written notice to Buyer, title to the Property together with any improvements shall automatically revert to the Seller and Buyer shall execute and deliver a statutory warranty deed re-conveying property to Seller. Upon reversion, Seller shall return and pay over to Buyer the Purchase Price less \$10,000 and the 7% commission paid to Moore Company Realty, whereupon Buyer shall have no other recourse against Seller. No failure on the part of the Seller to enforce any covenant herein, nor the waiver of any right hereunder by the Seller, shall discharge or invalidate such covenant or any other covenant, condition or restriction hereof, or affect the right of Seller to enforce the same in event of subsequent breach. THE PROVISIONS OF THIS PARAGRAPH 2.2 SHALL SURVIVE THE CLOSING.



3. INSPECTION PERIOD and RIGHT OF ENTRY:

3.1 Buyer shall have a period of one hundred eighty (180) days after the effective date of this Agreement, ("Inspection Period") to satisfy itself as to any or all matters or conditions pertaining to the property and the intended use and development thereof. Additionally, Buyer and Seller agree that during the Inspection Period, both will negotiate a Development Agreement diligently, in good faith, and with due speed ("Development Agreement"). The agreed-upon Development Agreement shall be incorporated herein as Exhibit "A" and will include a description of the scope - with minimum expectations described in the Exhibit "A" - and the expected schedule for development, identifying major milestones to completion. Buyer shall have the right to inspect the Property, to conduct a land use, engineering and environmental studies and reviews with respect to the Property, to conduct a market analysis of the Property and the intended use thereof, to confirm and seek, as necessary, zoning, zoning variance(s) and other governmental land use approvals, permits and licenses with respect to the Property and the intended use thereof. Notwithstanding anything contained in this Agreement to the contrary, in the event Buyer determines, in its sole and absolute discretion, that the Property is not satisfactory for any reason, Buyer shall have the right to terminate this Agreement at any time, without explanation for its reason of termination, on or before the expiration of the inspection period by delivering to Seller Buyer's notice in writing ("Termination Notice"), and in such event, the Earnest Money shall be refunded to Buyer and all rights and obligations hereunder shall cease and terminate. In the event this Agreement is not terminated by Buyer within the Inspection Period, it shall be deemed accepted and the parties hereto shall proceed to close this sale as set forth herein.

3.2 Buyer will be furnished access to the Property for the purpose of assessing its condition and allowing Buyer to make Buyer's own determination as to whether or not Buyer wishes to purchase the Property. Accordingly, by consummating this sale, the Buyer shall be conclusively deemed to have accepted the Property and any and all buildings and improvements thereon in its then "AS IS" "WHERE IS" and "WITH ALL FAULTS" condition, both as to property defects seen and unseen and conditions natural or artificial, without any warranties, express or implied (with the exception of any warranty of title provided for under the deed) and the Buyer hereby releases and discharges the Seller and its agents, servants and employees from any and all liability or claims of liability arising from or as the result of any condition existing on, in, above or under the Property or any buildings or improvements thereon, including, without limitation, the environmental condition thereof.

3.3 Upon execution of this Agreement, Buyer, its agents, employees and all other persons authorized by it, or any of them, are permitted to enter upon the Property and to obtain and perform such tests, studies and maps as Buyer may deem necessary or advisable including, but not limited to, percolation, soil, hazardous waste, environmental, engineering, and geological tests and studies. Prior to closing, Buyer may obtain a current survey of the Property prepared by a surveyor acceptable to Buyer, and Buyer, and its respective agents, employees and contractors, shall have the

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right to enter upon the Property for such purpose. Any drilling and coring holes shall be filled upon completion of testing. All investigation -derived waste, including without limitation drilling waste, ground water and cuttings, shall be promptly handled, characterized and disposed of properly and in accordance with all local, State and Federal requirements.

4. GOVERNMENTAL APPROVALS. Except as otherwise provided below in this Paragraph 5, Buyer is hereby authorized to seek and obtain any and all permits, licenses, site and development plan approvals, permits and authorizations, zoning variance approvals, curb-cut approvals, and any and all other approvals or consents as Buyer may deem necessary in connection with its proposed acquisition, development and use of the Property and Seller agrees to cooperate with Buyer in such endeavor. If any such applications, approvals or permits are required to be sought in Seller's name, Seller shall upon Buyer's request seek same without cost to Seller. As part of the consideration for Buyer's payment of the Purchase Price, Seller shall assign, transfer and convey to Buyer at Closing all permits, approvals, licenses, site and development plans affecting the Property issued in Seller's name which Buyer requests Seller to assign to Buyer and shall deliver such originals in Seller's possession to Buyer at Closing, provided such permits, licenses, approvals, and plans are assignable. BUYER SHALL NOT REZONE, OR ATTEMPT TO REZONE, THE PROPERTY, OR ANY PORTION THEREOF, PRIOR TO CLOSING THIS SALE WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER.

If Buyer closes the transaction and files for the appropriate permits for its intended use, and the permits are not approved by the appropriate governmental authority, Seller agrees to purchase the property back less \$10,000.00 and the seven percent (7%) commission paid to Moore Company Realty.

5. BUYER'S INDEMNIFICATION. Buyer hereby agrees to and shall indemnify and hold harmless Seller and from any and all damages, claims, costs and expenses (including, but not limited to, reasonable attorney's fees) arising from any injury or death to persons or damage or destruction to property arising from the acts or omissions of Buyer, its agents, employees or independent contractors, their respective agents or employees, on or near the Property. THIS PROVISION SHALL SURVIVE THE CLOSING.

6. SURVEY. Buyer, at its expense, may procure a current boundary survey of the Property (the "Survey") prepared by a Surveyor acceptable to Buyer (the "Surveyor").

7. TITLE. Upon approval by the Montgomery City Council, Seller shall, at its expense, provide Buyer with any existing title insurance policies and existing surveys which are in Seller's possession or readily available to it and an updated abstract of title (the "Abstract") pertaining to the Property. During the Inspection Period, Buyer may, at its expense, obtain a commitment (the "Title Commitment") from a title insurance company designated by Buyer (the "Title Company"), acting through its local agent for the issuance of an owner's marketable fee simple title insurance policy (the "Title Policy") on the Property in the amount of the Purchase Price. Seller shall, at its expense, deliver a

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Statutory Warranty Deed for the Property (the "Deed") to Buyer's attorney in the generally accepted form. Buyer shall have until the expiration of the Inspection Period to review the Title Commitment (if any), the Abstract, the Survey and the Deed to notify Seller of such written objections as Buyer may have to matters set forth therein which affect the feasibility of Buyer's contemplated purchase of the Property. Any matters reflected in the Deed, Survey, the Abstract or the Title Commitment to which Buyer does not timely object (the "Permitted Exceptions") shall be deemed acceptable to Buyer. The premiums for the Title Policy shall be paid at the Closing by Buyer. In the event any such objections are made by Buyer, Seller shall have a period of 30 (thirty) days (or longer if extended in writing by Buyer) from the receipt of the same in order to cure such objections. Failure to cure the objections to Buyer's satisfaction shall give Buyer the right to:

(a) waive the title objections and close the sale, in which event the said waived matters shall constitute Permitted Exceptions; or

(b) terminate this Agreement and obtain a refund of the Earnest Money, or to waive its objection, in which event all rights and obligations between the parties shall be null and void.

Except as otherwise expressly provided herein, Seller shall not cause or permit any restriction, easement, covenant or other interest in the Property to be imposed upon the Property while this Agreement is in force. Seller shall promptly notify Buyer of any such interests being imposed upon the Property upon Seller's obtaining knowledge thereof, whether or not such interest has been caused or permitted by Seller ("Intervening Title Matter"). In the event an Intervening Title Matter arises which is not reflected in the Survey, the Title Commitment or the Abstract, Buyer shall have the right, upon learning of the same, to terminate this Agreement and obtain a refund of the Earnest Money; or may waive the intervening title objections and close the sale, in which event the said waived intervening title matters, shall constitute permitted exceptions.

Municipal zoning ordinances now or hereafter becoming applicable shall also constitute a Permitted Exception.

8. CLOSING. Subject to the satisfaction of all the conditions hereof or the waiver in writing thereof by Buyer, the date of Closing shall be on or before thirty (30) days after the end of the Inspection Period, unless such date is a Saturday, Sunday or legal holiday, in which event the date shall be extended to the next business day. The sale shall be closed in Montgomery, Alabama, at the office of Seller's attorney. At Closing, Seller shall deliver to Buyer a Statutory Warranty Deed conveying a good and marketable, indefeasible fee simple title in and to the Property subject to (i) covenants, restrictions, reservations, easements and rights-of-way, if any, heretofore imposed of record affecting title to said Property not objected to, (ii) any municipal zoning ordinances now, or hereafter becoming applicable, (iii) matters of survey not objected to, and, (iv) taxes and assessments becoming due against the Property not yet due and payable. The description used in the deed shall be as historically described in the conveyance(s) to the Seller and shall include the legal description of the Property as specified in the Survey. Seller shall



pay at Closing, by deduction from the Purchase Price, any outstanding mortgage, lien or deed of trust, any and all expenses herein provided to be paid by Seller and the cost of preparing the Deed. Seller shall also pay one half (1/2) of the settlement agent fee, transfer taxes and recording fees. Buyer shall pay any and all other closing costs associated with its financing and purchase of the property, including its closing attorney fee, one half (1/2) of the transfer taxes and costs of recording the Statutory Warranty Deed. Ad valorem taxes (if any), rents (if any), and utilities (if any), shall be prorated as of Closing. Any assessments due as of closing and levied against the Property shall be paid in full by Seller at Closing. At Closing, Buyer shall pay the balance of the Purchase Price, subject to adjustments and credits as herein provided, including the Earnest Money. Each party shall bear its own attorney's fees. Seller shall also execute and deliver at Closing such affidavits of title, lien and possession as may be required by Buyer, a FIRPTA Affidavit, and appropriate 1099 forms. Except for the right of entry granted herein, possession shall be given to Buyer on the date of Closing, free and clear of all tenancies and parties in possession.

9. DEFAULT: REMEDIES. If Seller has complied with all of its obligations herein contained and all of Seller's representations and warranties are true and correct, and all of the conditions herein have been met to Buyer's satisfaction or waived in writing by Buyer, but Buyer fails to proceed with the purchase of said Property, then Seller shall have either of the following remedies: (i) the right to declare this Agreement cancelled and the entire Earnest Money awarded and paid to Seller as liquidated damages, the parties recognizing and agreeing that the actual damages will be unascertainable and speculative; or, (ii) enforce specific performance of this Agreement. If Seller defaults, violates, or breaches any of its warranties, covenants, obligations and representations and warranties herein provided, then, in such event, Buyer may declare this Agreement canceled and of no further force and effect and promptly receive a return of the entire Earnest Money. In no event shall Buyer be entitled to sue Seller for damages. If Seller or Buyer fails to comply with all of the terms, covenants and conditions of this Agreement, the prevailing party in any lawsuit will be entitled to all expenses, including a reasonable attorney's fee, incurred as a result of such failure.

10. ENVIRONMENTAL CONCERNS. Notwithstanding anything contained in this Agreement to the contrary, in the event that, as a result of Buyer's investigation, "hazardous substance(s)", "hazardous waste(s)" or "hazardous material(s)", as defined under applicable federal or state law, or both, are found on the Property, then Buyer shall have the right, within the Inspection Period, to terminate this Agreement and to receive a return of the Earnest Money; it being a condition precedent to Buyer's obligation to purchase the Property that the results of Buyer's environmental studies, reveal that the Property is free from any and all "hazardous substance(s)", "hazardous waste(s)", or "hazardous material(s)", as defined under applicable federal or state law, or both, provided such environmental studies are performed during the Inspection Period. Buyer, its agents and representatives, are hereby authorized to perform any and all studies, tests and inquiries as it may deem appropriate or necessary in furtherance of the foregoing, including entering upon the Property, as provided in Paragraph 4 herein, and performing tests and studies thereon. Seller agrees that Buyer may make inquiry of pertinent

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governmental and administrative bodies and agencies concerning environmental violations or citations regarding the Property. Seller has informed Buyer that the Property is in the vicinity of the Capital City Plume, which may or may not impair the Property, a matter to be determined by the Buyer. Seller hereby represents, to its actual knowledge, that otherwise the Property contains no hazardous substances, wastes, or materials which representations Buyer is entitled to and does rely on. THIS REPRESENTATION SHALL SURVIVE THE CLOSING. In the event Seller is notified by EPA, ADEM, or other similar agency with regard to the Property, Seller agrees to immediately notify Buyer regarding such notice.

If Buyer receives notice of any violation of any Environmental Law related to the Property, Buyer will give Seller written notice of the same and all information it receives with respect thereto within 10 (ten) days after Buyer receives notice of same.

IN NO EVENT SHALL SELLER BE LIABLE OR REQUIRED TO REMEDY ANY ENVIRONMENTAL CONDITION OR COMPLY WITH ANY ENVIRONMENTAL LAW REGARDING THE PROPERTY EITHER BEFORE OR AFTER THE CLOSING OF THIS SALE. BY CLOSING THIS SALE, THE BUYER SHALL BE CONCLUSIVELY DEEMED TO HAVE ACCEPTED THE PROPERTY AND ANY IMPROVEMENTS THEREON IN ITS THEN "AS IS" AND "WITH ALL FAULTS" CONDITION, AND THE BUYER HEREBY RELEASES AND DISCHARGES SELLER AND ALL OF SELLER'S RESPECTIVE SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS OF LIABILITY, SUITS, ACTIONS, JUDGMENTS, DAMAGES, LOSSES, RIGHTS OR CLAIMS OF CONTRIBUTION, AND OTHER RIGHTS, REMEDIES AND CLAIMS OF ANY AND EVERY KIND OR NATURE WHATSOEVER NOW OR HEREAFTER ARISING FROM OR IN ANY WAY CONNECTED WITH OR RELATED TO THE PROPERTY OR ANY EXISTING OR FUTURE ENVIRONMENTAL LAW APPLICABLE TO THE PROPERTY OR ANY HAZARDOUS MATERIAL LOCATED ON, IN, UNDER OR IN THE VICINITY OF OR RELEASED OR DISCHARGED FROM THE PROPERTY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING.

11. Seller hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as, or concerning, and Buyer hereby waives and releases any claim or cause of action, past, present or future as to or concerning, the nature or condition of the Property including, but not limited to (i) the water, soil, environmental and geological condition, and the suitability thereof and any improvements now or hereafter to be located thereon for any and all activities and uses, (ii) except for any title warranty under the deed to be delivered by Seller to Buyer at the closing, the nature, quality, extent or assignability of Seller's title or any right-of-way, easement, lease, possessory right, restriction, license, reservation, condition or other matter affecting title to or rights or interest in the Property, (iii) the Property's compliance with any statute, code, ordinance, regulation or other law, (iv) the accuracy or completeness of any information or documentation provided or to be provided to Buyer, and (v) any other matter relating to the Property or Seller. Seller has not made and does not make any warranty or representation concerning the physical condition, operation, compliance with law or any other matter affecting or related to the Property,



except as may otherwise be specifically stated in this Agreement. Buyer expressly acknowledges that no such other representation has been made. It is expressly understood and agreed that with respect to the physical nature or condition of the Property, the Property is to be sold "AS IS" and "WITH ALL FAULTS," without any representation or warranty by Seller. Buyer expressly represents to Seller that Buyer is entering into this Agreement without relying upon any such representation or warranty by Seller, its employees, agents or contractors, or by any other person or entity with respect to the condition of or any other matter relating to the Property. THE PROVISIONS OF THIS SECTION SHALL NOT MERGE IN, AND SHALL SURVIVE, THE CONVEYANCE OF THE PROPERTY TO BUYER.

12. NOTICES. Any notice permitted or required to be given hereunder shall be made in writing and sent to receiving party at the address set forth below by Certified Mail, return receipt requested, or a nationally recognized overnight delivery service and shall be deemed given by either party to the other as of the date of first attempted delivery by the U.S. Postal Service or overnight delivery service, as appropriate, whether or not the receiving party receives the same. The addresses of the parties are as follows:

Seller:
City of Montgomery
c/o P.L. McLeod
P.O. Box 1111
Montgomery, AL 36101-1111
O: (334) 241-2002
F: (334) 230-6144
Email: mmcleod@montgomeryal.gov

Buyer:
NPH Investments
c/o Nimesh Patel
1261 St. Claire Park
Southaven, MS 38671
O: (865) 591-0926
F: (901) 312-7001
Email: nimesh.patel@nphinvestments.com

With Copy To (Which Does Not Constitute Notice):

Kim Fehl, Esq.
City Attorney
City of Montgomery
103 N. Perry Street
Montgomery, Alabama 36104
O: (334) 625-2050
F: (334) 625-2310
Email: kf Fehl@montgomeryal.gov

Glenn D. Everton, Esq.
Griffin, Clift, Everton & Maschmeyer
6489 Quail Hollow #100
Memphis, TN 38120
O: (901) 752-1133
F: (901) 752-1061
Email: geverton@gcemlaw.com

B. Saxon Main, Esq.
Ball, Ball, Matthews & Novak, P.A.
445 Dexter Avenue, Suite 9045
Mailing address: P.O. Box 2148
Montgomery, Alabama 36104 (36102-2148)
O: (334) 387-7680
F: (334) 387-3222

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Email: SMain@ball-hall.com

The listing of telephone and facsimile numbers is for the convenience of the parties but notice by such methods is not effective.

13. MISCELLANEOUS.

(a) Seller warrants and represents to Buyer the following, all of which are true as of the date hereof (unless otherwise specified) and shall also be true as of the date of Closing:

- (i) That Seller owns fee simple marketable title to the Property and, with the approval of the Montgomery City Council, has the power and authority to enter into this Agreement, and the entering into of this Agreement and the performance of Seller's obligations hereunder shall not violate the terms or conditions of any applicable law, rule or regulation pertaining to Seller or the Property.
- (ii) That unless excepted herein, Seller has not received notification from any lawful authority regarding any assessments, condemnations, environmental notices, pending public improvements, repairs, replacement, or alterations of the Property that have not been satisfactorily made, or made known to Buyer.
- (iii) Seller can deliver possession of the Property to Buyer free and clear from the claims of leasehold interests or other rights of occupancy, other than the rights to operate the skate park which Seller will be responsible for terminating prior to closing, all at Seller's cost.
- (iv) So long as this Agreement is in force, Seller shall not, without Buyer's consent, execute any easements or restrictions or otherwise take or permit any action which would, in Buyer's determination, constitute an exception to title.

Should any material representation by Seller herein prove false at any time prior to or at Closing, Buyer shall be entitled to terminate this Agreement and obtain a refund of the Earnest Money, in which event all rights and obligations hereunder shall terminate.

(b) In the event it becomes necessary for either Seller or Buyer to employ the services of an attorney to enforce any term, covenant or provision of this Agreement, then each party agrees that the non-prevailing party shall pay the reasonable attorney's fees incurred by the prevailing party in enforcing this Agreement.

112. 9

(c) This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no oral or written understandings, other options to purchase or lease any portion(s) of the Property, or any other agreements which in any way may affect or change the terms, covenants, and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

(d) Each party hereto has been represented, or had the opportunity to be represented, by separate counsel in connection with the negotiation and drafting of this Agreement. Accordingly, no ambiguity herein shall be resolved against either party based upon principles of draftsmanship.

(e) All personal pronouns used in this Agreement whether used in masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa.

(f) Any provision of this Agreement or any paragraph, sentence, clause, phrase or wording appearing herein which shall prove to be invalid, void or illegal for any reason shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions, paragraphs, sentences, clauses, phrases and words hereof shall nevertheless remain in full force and effect.

(g) This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama.

(h) As used herein, the "Effective Date of this Agreement" shall be the last date of execution of this Agreement by the parties comprising Seller and Buyer.

14. AGENCY DISCLOSURE AND BROKERS. Each party represents and warrants to the other that no real estate or other commissions or fees are due in connection with the sale contemplated by this contract, other than a commission of seven percent (7%) of the Purchase Price to Moore Company Realty which will be paid by Seller.

15. CONDITION OF THE PROPERTY. Seller agrees to maintain the Property and all related improvements in their current condition from the Effective Date of this Agreement until the date of Closing.

16. COUNTERPARTS. In order to expedite the action contemplated herein, this Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall be taken to be one and the same Agreement, for the same effect as if all parties hereto had signed the same signature page, and a facsimile copy or electronic mail copy of an executed counterpart shall constitute the same as delivery of the original of such executed counterpart. Any signature page of this

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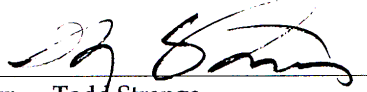

Agreement (whether original, facsimile or electronic mail) may be detached from any counterpart of this Agreement (whether original, facsimile or electric mail) without impairing the legal effect of any signatures thereof and may be attached to another counterpart of this Agreement (whether original, facsimile or electronic mail) identical in form hereto but having attached to it one or more additional signature pages (whether original, facsimile or electronic mail). The parties intend to be bound by the signatures on the facsimile or electronic mail document, are aware that the other parties will rely on the facsimile or electronic mail signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on such form of signature.

17. ASSIGNMENT. This Agreement shall not be assigned or transferred to any non-related entity of Buyer without prior written approval of the Seller prior to the issuance of a Certificate of Completion of the Development Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its officers thereunto duly authorized as of this ____ day of _____ 2015.

SELLER: CITY OF MONTGOMERY



By: Todd Strange
Its: Mayor

WITNESS:

BUYER: NPH INVESTMENTS, INC.



By: Nimesh A. Patel
Its: MANAGING MEMBER
Date: 01/20/2015

WITNESS:



Arvind R. Patel

EXHIBIT A

The Development Agreement is to be negotiated as set forth in Section 3.1 and if agreed upon to be made a part hereof. The following components would, at a minimum, be addressed in the negotiations for the Development Agreement:

- Property would be developed for a hotel, which is to be at least three stories high, and designed with a mind to activating the ground floor.
- It is the intent of the parties that the design of the property would be of high quality, urban in nature, pedestrian-oriented at a minimum along the Bibb Street frontage, and in compliance with City of Montgomery SmartCode zoning ordinances and downtown plan goals. Any potential requested variances or waivers would have to be pre-approved by the Department of Development before being submitted to Planning Controls and/or the Planning Commission for their own independent review.
- Property would be developed with the/a building located on the corner of Bibb and Lee Streets, with the minimum set-backs and parking behind/at the rear of the building (or otherwise shielded from the street).
- Timelines for property development and expected major milestones will be identified.
- Buyer, at its own cost, will design, construct, fund and obtain permits for all infrastructure, and will pay any costs of utilities necessary to undertake the project and/or to serve the property.
- In order to promote an overall goal to augment the local benefits from the project, Buyer commits to maximize the use of locally-sourced construction materials and workers during construction.



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

Councillor Larkin 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 Larkin 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 for the public hearing on the proposed resolution authorizing Mayor Strange to execute Project Development Agreement with City of Montgomery, County of Montgomery, and Big Daddy Foods, Inc., 2020 East South Boulevard and all documents pertaining thereto. Mr. Mac McLeod, Director of Development, 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. 8-2015

WHEREAS, the City of Montgomery, Alabama (the “City”) has caused legal notice (the “Notice”) of proposed action to be taken by the City with regard to that certain Project Development Agreement (the “Agreement”) by and among the City, Montgomery County, Alabama, and Faircourt Properties, L.L.C., an Alabama limited liability company (the “Company”), to be published in The Montgomery Advertiser on Friday, January 23, 2015; and

WHEREAS, a copy of the Notice is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, a draft of the Agreement is attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, after due consideration, the City Council of the City finds that it is necessary, proper, for a valid and sufficient public purpose and in the public interest, and in accordance with Amendment No. 772 to the Constitution of Alabama (1901) (Section 94.01(a)(3) of the Recompiled Constitution of Alabama and hereinafter referred to as “Amendment No. 772”), that the City should enter into the Agreement; and

WHEREAS, the City Council of the City finds and determines that the Agreement will promote the economic development of the City and, accordingly, is for a public purpose and is authorized by and consistent with Amendment No. 772.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City, as follows:

1. The Mayor of the City shall be and hereby is authorized to execute and deliver to the Company on behalf of the City an agreement that substantially conforms to the draft of the Agreement attached hereto as Exhibit B and incorporated herein by reference; and

2. The Mayor of the City shall be and hereby is authorized to execute such documents or to take such additional actions as are necessary and appropriate to the accomplishment of the purposes of the Agreement.

Exhibit A

**LEGAL NOTICE OF ACTION PROPOSED TO BE TAKEN BY
THE CITY OF MONTGOMERY, ALABAMA WITH REGARD TO A
PROJECT DEVELOPMENT AGREEMENT**

Pursuant to Amendment No. 772 to the Constitution of Alabama (1901) (Section 94.01(a)(3) of the Recompiled Constitution of Alabama and hereinafter referred to as "Amendment No. 772"), the City of Montgomery, Alabama (the "City") hereby gives notice that its City Council, as the governing body of the City, will consider at a regularly scheduled meeting to be held on Tuesday, February 3, 2015, beginning at 5:00 p.m. in the City of Montgomery City Hall, City Council Chamber, 103 North Perry Street, Montgomery, Alabama 36104, approving a resolution that authorizes the execution and delivery of a Project Development Agreement (the "Agreement") by and among the City, Montgomery County, Alabama (the "County"), and Big Daddy Foods, Inc., a Mississippi corporation ("Big Daddy Foods").

BACKGROUND

WHEREAS, Amendment No. 772 authorizes the City to lend its credit to or grant public funds and things of value in aid of or to any corporation or other business entity for the purpose of promoting the economic development within its jurisdiction; and

WHEREAS, Big Daddy Foods is in the process of redeveloping and renovating certain real estate located at 2020 East South Boulevard in the City (the "Project Site"); and

WHEREAS, Big Daddy Foods will operate a full service grocery store (the "Project") on the Project Site; and

WHEREAS, Big Daddy Foods commits that the Project will create jobs for at least eighty-five (85) direct employees of the Company and represent a capital investment equal to or greater than Five Million and No/100 Dollars (\$5,000,000.00); and

WHEREAS, the City is desirous of having Big Daddy Foods undertake said job creation and substantial capital improvements at the Project Site; and

WHEREAS, the proposed resolution will set forth the City's findings that it is necessary, proper, for a valid and sufficient public purpose and in the public interest, and in accordance with Amendment No. 772, that the City should enter into the Agreement; and

WHEREAS, the proposed resolution will set forth the City's findings and determination that the Agreement will promote the economic development of the City and, accordingly, is for a public purpose and is authorized by and consistent with Amendment No. 772.

SUMMARY OF THE TERMS OF THE AGREEMENT

As incentive for Big Daddy Foods to locate the Project in the City, employ individuals full-time in the City, and conduct the Project's business operations in the City, the City will provide Big Daddy Foods the benefit of the following tax incentives, which for ease of administration shall be in the form of tax abatements for the benefit of Big Daddy Foods: (i) an

abatement equal to fifty percent (50.0%) of the incremental increase in noneducational City and County real property and personal property ad valorem taxes on the Project Site, the full service grocery store business and other real property improvements to be located at the Project Site, personal property located at, on or about the Project Site, and any other real or personal property purchased in connection with, incorporated into, and used in the operation of the Project as of and through the date on which Big Daddy Foods commences operations, for a period of ten (10) years, the abatement of such taxes not to exceed \$50,000.00 per year; and (ii) an abatement of noneducational City and County sales, use, and all other similar taxes on the purchase or consumption of machinery, equipment, furniture, construction materials, and all other tangible personal property incorporated into the Project as of and through the date on which Big Daddy Foods commences operations and any machinery, equipment, and other personal property transferred by Big Daddy Foods from a facility outside the State to the Project Site for incorporation into the Project as of and through the date on which Big Daddy Foods commences operations.

CONCLUSION

A draft of the Agreement may be inspected at the office of the City Clerk during regular business hours prior to the scheduled meeting.

While Big Daddy Foods would receive certain benefits under the Agreement (summarized above), the City Council expects to determine at its public meeting that the expenditure of public funds in connection with the Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to Big Daddy Foods or any other private business. The public benefits sought to be achieved by the approval of the Agreement include: promotion of local economic and commercial development and the stimulation of the local economy; increasing employment opportunities in the City; expanding the City's tax base, which will result in additional tax revenues for the City; promoting the location, relocation, expansion, and retention of business enterprises in the City; and enhancing the overall quality of life of the citizens of the City.

All members of the public are invited to attend the meeting described above or to submit written opinions or comments regarding the proposed action to the City Council prior to the meeting. In compliance with the Americans with Disabilities Act, interpretive assistance or other reasonable accommodations will be provided to individuals with disabilities who attend the meeting upon request. Should you desire such services, please contact the office of the City Clerk (334-625-2096) at least two (2) full working days prior to the meeting.

Exhibit B

PROJECT DEVELOPMENT AGREEMENT

BY AND AMONG

**MONTGOMERY COUNTY, ALABAMA,
THE CITY OF MONTGOMERY, ALABAMA**

AND

BIG DADDY FOODS, INC.

PROJECT DEVELOPMENT AGREEMENT

THIS PROJECT DEVELOPMENT AGREEMENT (this “Agreement”) is hereby made and entered into this _____ day of _____, 2015, by and among **MONTGOMERY COUNTY, ALABAMA** (the “County”), the **CITY OF MONTGOMERY, ALABAMA** (the “City”), and **BIG DADDY FOODS, INC.**, a Mississippi corporation (the “Corporation”). The Corporation, the County, and the City are each a “Party” to this Agreement and are collectively referred to as the “Parties”.

RECITALS

WHEREAS, the County and the City support and encourage business and industrial development within Alabama; and

WHEREAS, the Company is in the process of redeveloping and renovating certain real estate located at 2020 East South Boulevard in the City (the “Project Site); and

WHEREAS, the Company will operate a full service grocery store (the “Project”) on the Project Site; and

WHEREAS, the Company commits that the Project will create jobs for at least eighty-five (85) direct employees of the Company and represent a capital investment equal to or greater than Five Million and No/100 Dollars (\$5,000,000.00); and

WHEREAS, the County, and the City are desirous of having the Corporation undertake said job creation and substantial capital improvements at the Project Site; and

WHEREAS, Amendment No. 772 to the Constitution of Alabama (1901) authorizes the County and the City to lend its credit to or grant public funds and things of value in aid of or to any Corporation or other business entity for the purpose of promoting the economic development and industrial development within its jurisdiction; and

WHEREAS, the County and the City have determined that entering into this Agreement is for a valid and sufficient public purpose; and

WHEREAS, the Parties are desirous of setting forth such proposals in a valid, binding and enforceable agreement; and

WHEREAS, on the Effective Date the commitments contained in this Agreement are made in consideration for the Corporation’s decision to locate, renovate and operate the Project on the Project Site.

NOW, THEREFORE, upon and in consideration for the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties enter into this Agreement on the following terms and conditions:

1. **Scope of Agreement.** This Agreement fully sets out the complete agreement of the Parties. This Agreement includes the facts, averments, and representations set out in the Recitals, as well as all exhibits, attachments, or appendices attached hereto or referenced herein, all of which are hereby incorporated by reference.

2. **Defined Terms.** As used in this Agreement, the following terms shall have the following meanings:

“**Agreement**” means this Project Development Agreement.

“**Base Tax Value**” shall mean the value of the subject real or personal property for applicable ad valorem tax purposes as of October 1, 2014.

“**Calculation Date Tax Value**” shall mean the value of the subject real or personal property for applicable ad valorem tax purposes beginning on October 1, 2015 and on each October 1 thereafter through and including October 1, 2024.

“**City**” has the meaning set forth in the Preamble to this Agreement.

“**Commence Construction**” means that the Corporation has begun the physical work to construct the Project for its intended use, using appropriate equipment and manpower to construct, equip and start up the Project.

“**Commence Operations**” shall mean the date upon which the Corporation first distributes goods from the Project.

“**Corporation**” has the meaning set forth in the Preamble to this Agreement.

“**County**” has the meaning set forth in the Preamble to this Agreement.

“**Effective Date**” shall mean the date upon which all of the Parties have executed this Agreement.

“**Force Majeure**” means acts of God; governmental delays; change in governmental laws, orders, rules or regulations prohibiting the applicable action; acts of public enemy; wars; blockades; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; storms; hurricanes; floods; washouts; civil disturbances; and any other causes, whether of the kind herein enumerated or otherwise, not within the control of the Party claiming suspension, and which by the exercise of due diligence, such Party is or would have been unable to prevent or overcome. “Force Majeure” shall also be deemed to include the failure of another party hereto to timely fulfill its obligations under this Agreement.

“**Incremental Increase**” shall mean the amount equal to the applicable ad valorem taxes calculated as due and owed by the Company based on the Calculation Date Tax Value less the applicable ad valorem taxes calculated as due and owed by the Company based on the Base Tax Value, whether or not such increase is due to a change of value or a change in the millage rate or both.

“Party” has the meaning set forth in the Preamble to this Agreement.

“Parties” has the meaning set forth in the Preamble to this Agreement.

“Project” has the meaning set forth in the third WHEREAS clause of this Agreement.

“Project Site” has the meaning set forth in the second WHEREAS clause of this Agreement.

3. The Corporation’s Commitments.

(a) In consideration of the incentives described herein, the Corporation makes the following commitments:

(i) The Corporation acknowledges that the citizens of Montgomery County, Alabama, and the City of Montgomery, Alabama anticipate the prompt receipt of substantial economic benefit to the local economies in return for the investment of public money in the Project. Therefore, the Corporation agrees to use commercially reasonable efforts to prosecute the development of the Project.

(ii) In furtherance of this Project, subject to an event of Force Majeure, the Corporation will fulfill its Capital Commitment not later than December 31, 2015.

(iii) Adequate funding to complete the development and construction of the Project and to conduct the Corporation’s business at the Project has been committed to the Project by the Corporation’s management.

(iv) The Corporation is in good standing, licensed, and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain licensed, qualified, in good standing, and in compliance with all Alabama laws applicable to its operations at all times that the Corporation is in business in the State of Alabama.

(v) The Corporation is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment.

(vi) The Corporation has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement. To the extent that any authorization, approval, resolution or consent of the Corporation’s officers, managers, trustees, members or any other persons is required under either the Corporation’s organizational and/or governing documents or otherwise is required by law and to the extent that any authorization, approval or consent of any governmental authority, body, or agency or third party is required for it to have entered into this Agreement and make the commitments contained in this Agreement, that such authorizations, approvals and consents have been duly obtained in accordance with applicable law and procedures.

(b) In consideration of the County and the City providing the incentives described herein, the Corporation makes the following commitments to the County and the City:

(i) The Company shall give commercially reasonable consideration to contractors located in the City and the County to provide products and services in developing, constructing, and operating the Project. The Parties acknowledge that selection of contractors and vendors for the Project shall be at the sole discretion of the Company.

(ii) The Corporation shall give commercially reasonable consideration to qualified Montgomery residents for employment at the Project, subject in all cases to the Corporation's then usual and customary hiring policies.

4. Tax Abatements.

(a) Pursuant to the provisions of Amendment No. 772 to the Constitution of Alabama (1901), the County hereby agrees to provide the Corporation the benefit of the following tax incentives, which for ease of administration shall be in the form of the following tax abatements:

(i) An abatement equal to the Incremental Increase of all noneducational County real property and personal property ad valorem taxes on the Project Site, the full service grocery store and other real property improvements to be located at the Project Site, personal property located at, on or about the Project Site, and any other real or personal property purchased in connection with, incorporated into, and used in the operation of the Project (including, without limitation, signs, and trailers used in the operation of the Project) as of and through the date on which the Corporation Commences Operations, for a period of ten (10) years, the abatement of the aforesaid taxes by the County shall not exceed \$18,750.00 per year (the abated amount shall be deducted and reflected on the annual tax bill sent out by the Montgomery County Revenue Commissioner); and

(ii) An abatement equal to the Incremental Increase of all noneducational County sales, use and all other similar taxes on the purchase or consumption of machinery, equipment, furniture, signs, construction materials and all other tangible personal property incorporated into the Project as of and through the date on which the Corporation Commences Operations (including, without limitation, signs, trailers used in the operation of the Project) and any machinery, equipment and other personal property transferred by the Corporation from a facility outside the State of Alabama to the Project Site for incorporation into the Project as of and through the date on which the Corporation Commences Operations (including, without limitation, trailers used in the operation of the Project).

(b) Pursuant to the provisions of Amendment No. 772 to the Constitution of Alabama (1901), the City hereby agrees to provide the Corporation the benefit of the following tax incentives, which for ease of administration shall be in the form of the following tax abatements:

(i) An abatement equal to all noneducational City real property and personal property ad valorem taxes on the Project Site, the full service grocery store and other real property improvements to be located at the Project Site, personal property located at, on or about the Project Site, and any other real or personal property purchased in connection with, incorporated into, and used in the operation of the Project as of and through the date on which the Corporation Commences Operations, for a period of ten (10) years, the abatement of the aforesaid taxes by the City shall not exceed \$31,250.00 per year (the abated amount shall be

deducted and reflected on the annual tax bill sent out by the Montgomery County Revenue Commissioner); and

(ii) An abatement of all noneducational City sales, use and all other similar taxes on the purchase or consumption of machinery, equipment, furniture, signs, construction materials and all other tangible personal property incorporated into the Project as of and through the date on which the Corporation Commences Operations and any machinery, equipment and other personal property transferred by the Corporation from a facility outside the State of Alabama to the Project Site for incorporation into the Project as of and through the date on which the Corporation Commences Operations.

(c) For convenience of the parties, the Corporation shall initially pay all noneducational County and City sales, use and all other similar taxes on the purchase or consumption of items for which such taxes are otherwise abated hereinabove and thereafter the Corporation shall petition for a refund of all such taxes paid by the Corporation which are otherwise abated hereinabove. To request a refund of all noneducational County and City sales, use and all other similar taxes otherwise abated by County and City hereinabove, the Corporation shall submit to the Finance Department for County and City a petition for refund of noneducational County and City sales, use and all other similar taxes on the purchase or consumption of items that are actually paid by the Corporation (or its agents, contractors, or subcontractors) and for which such taxes are otherwise abated hereinabove (the "Refund Petition"). The Refund Petition shall be accompanied by supporting documentation which demonstrates to the reasonable satisfaction of County and City that the taxes for which refund is sought were incurred only for the developing or constructing of the Project and were actually paid by the Corporation (or its agents, contractors, or subcontractors). The Corporation shall submit only one (1) Refund Petition to each of County and City and such Refund Petition shall be submitted to County and City within sixty (60) days following the date on which the Corporation Commences Operations and County and City shall thereafter promptly refund such abated taxes documented to the reasonable satisfaction of County and City that were actually paid by the Corporation (or its agents, contractors, or subcontractors).

5. Assistance with Permits.

The County and the City agree, to the extent permitted by applicable law and with the cooperation of the Corporation:

(i) To do all things and take all actions necessary to assist the Corporation in its timely filing of all applications for obtaining, modifying, transferring, and/or renewing all applicable permits with the federal government, the County, and the City and all applicable agencies thereof; such assistance to include, when applicable, facilitating the timely consideration, processing, and issuance of all permits required in connection with the establishment and subsequent operation of the Project. Such permits shall include, but are not necessarily limited to site plan approvals, construction and building permits, approvals for the abandonment and creation of all rights-of-way acquisitions and easements, and environmental permits, all to be issued on an expedited basis in order to permit construction of the Project to proceed in a timely manner; and

(ii) To use their best efforts to cause all permit decisions necessary for construction and subsequent operation of the Project to be made within fifteen (15) days (thirty (30) days if a public hearing is requested) of filing the applicable and materially complete application in accordance with the applicable statutes and regulations.

6. Certain Representations and Warranties. As of the Effective Date of this Agreement, the County and the City each represent and warrant that:

(a) Such Party is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment; and

(b) Such Party has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement, and to the extent that any authorization, approval, or consent of any other government authority, body, or agency or third party is required for it to have entered into this Agreement and make the commitments contained in this Agreement, that such authorizations, approvals, and consents have been duly obtained in accordance with applicable law and procedures.

7. Force Majeure. In the event of any Party hereto being rendered unable, wholly or in part, by reason of an event of Force Majeure to carry out its obligations hereunder, and regardless of whether or not expressly provided herein, the obligations of such party suffering such event of Force Majeure shall be suspended during the continuance of any inability so caused, provided, however, that such Party suffering the event of Force Majeure shall (a) deliver prompt notice, to the Party to whom the obligations are due, of the occurrence of such event of Force Majeure (such notice to describe the circumstances creating the event and the steps that such Party proposes to take to eliminate the event or the effects thereof), (b) use its best efforts to eliminate such event or the effects thereof and shall deliver periodic status reports regarding such efforts to the Party to whom the obligations are due, (c) promptly deliver notice to the Party to whom the obligations are due when such event has been eliminated or has ceased to prevent the performance of the suffering Party's obligations and (d) proceed to fulfill or perform such obligations as soon as reasonably practical after the event has been eliminated or has ceased to prevent the performance of the suffering Party's obligations.

8. Costs and Expenses. Each Party agrees to pay its own costs and expenses incurred in connection with the proposals, responses, and negotiation of the transactions contemplated herein, including all costs and expenses incurred in connection with the preparation of any studies or reports, surveys, or approvals for this Agreement or otherwise.

9. Assignment. This Agreement is not assignable, except that the Corporation shall have the right at any time to assign all its rights and obligations in and to the Project and to transfer this Agreement or any part thereof to any affiliate of the Corporation that agrees to assume assigned obligations of the Corporation in and to the Project; and if so assigned, the Corporation shall continue to be responsible for the performance of the obligations of the Corporation under this Agreement unless specifically excused therefrom by the County and the City, to be expressed in writing and signed by an authorized representative of the County and the City.

10. **Section Titles and Headings.** The section titles and headings are for convenience only and do not define, modify, or limit any of the terms and provisions hereof.

11. **Survival of Representations and Warranties.** The representations, warranties, and covenants made by each of the Parties hereto and contained herein shall survive the performance of any obligations to which such representations, warranties, and covenants relate.

12. **Waivers.** Waiver of any of the obligations of any Party under this Agreement shall be effective only when stated in writing and signed by the waiving Party. No delay or omission to exercise any right or power by any Party shall be construed to be a waiver. In the event any provision is waived by a Party, such waiver shall not be deemed to waive any other provision.

13. **Time is of the Essence.** The Parties acknowledge and agree that time is of the essence in performing their respective duties under this Agreement.

14. **Notices.** All notices required by, or arising out of, or related to this Agreement shall be sent by United States Mail, first class postage affixed, addressed to the receiving Party as described below:

MONTGOMERY COUNTY,
ALABAMA

Montgomery County Commission
Elton N. Dean, Sr., Chairman
101 S. Lawrence Street
Montgomery, AL 36104
Telephone: (334) 832-1210
Facsimile: (334) 832-2533

MONTGOMERY COUNTY,
ALABAMA

Montgomery County Commission
Donald L. Mims
101 S. Lawrence Street
Montgomery, AL 36104
Telephone: (334) 832-1210
Facsimile: (334) 832-2533

With a copy to:

Tommy Gallion
Haskell Slaughter
305 South Lawrence Street
Montgomery, Alabama 36104
Telephone: (334) 264-7945
Facsimile: (334) 265-8573

CITY OF MONTGOMERY,
ALABAMA

Honorable Todd Strange
Mayor of the City of Montgomery
103 North Perry Street
Montgomery, AL 36104

Telephone: (334) 241-2096
Facsimile: (334) 241-2056

With a copy to:

Riley W. Roby
Balch & Bingham LLP
105 Tallapoosa Street, Suite 200
Montgomery, AL 36104
Telephone: (334) 269-3120
Facsimile: (877) 453-6422

BIG DADDY FOODS, INC.

Todd Vowell

Telephone: () _____
Facsimile: () _____

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to the provisions of this Section.

15. Term of Agreement. The term of this Agreement shall commence on the Effective Date and continue in effect through December 31, 2016.

16. Entire Agreement; Amendment. This Agreement is the entire agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter. This Agreement may be amended only by a written modification executed by each of the Parties' duly authorized representatives.

17. Severability. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect and for any reason whatsoever, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby, and in the event any such provision is held to be invalid, illegal or unenforceable, those Parties affected by such event shall exercise their best efforts to agree upon a provision in substitution for such invalid, illegal or unenforceable provision that is as near in economic benefit as possible to the provision found to be invalid, illegal or unenforceable.

18. No Third-Party Beneficiaries. Other than as set forth in this Agreement, this Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

19. **Press Releases.** Each of the Parties hereto agrees to cooperate to coordinate with the Corporation, to the extent permitted by law, in connection with all press releases and publications concerning the Project. The Corporation shall be free to issue or file with all applicable regulatory authorities such documents as it considers necessary or appropriate, including without limitation, all filings with the appropriate securities law authorities and stock exchanges. The County and the City may make such disclosures as it feels are required to be disclosed by applicable law.

20. **Governing Law.** The governing law of this Agreement shall be the law of the State of Alabama without regard to conflicts of law provisions.

21. **Construction.** In this Agreement, unless the context indicates otherwise, the singular includes the plural and the plural the singular, references to statutes, sections or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section or regulation referred to; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation" or "but not limited to" or words of similar import; references to exhibits, attachments or appendices are to those of this Agreement unless otherwise indicated and shall be deemed to include all subsequent modifications thereto; references to agreements and other contractual instruments shall be deemed to include all exhibits, attachments and appendices attached thereto and all subsequent amendments and other modifications to such instrument; and references to Parties include their respective successors and permitted assigns.

22. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

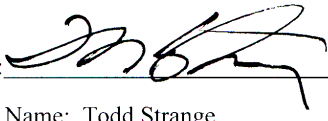
[Execution begins on following page]

WHEREFORE, the Parties hereto have caused this Agreement to be signed and delivered by their duly authorized representatives as of the date first above indicated.

MONTGOMERY COUNTY, ALABAMA

By: _____
(signature)
Name: Elton N. Dean, Sr.
Title: County Commission Chairman

CITY OF MONTGOMERY, ALABAMA

By:  _____
(signature)

Name: Todd Strange
Title: Mayor

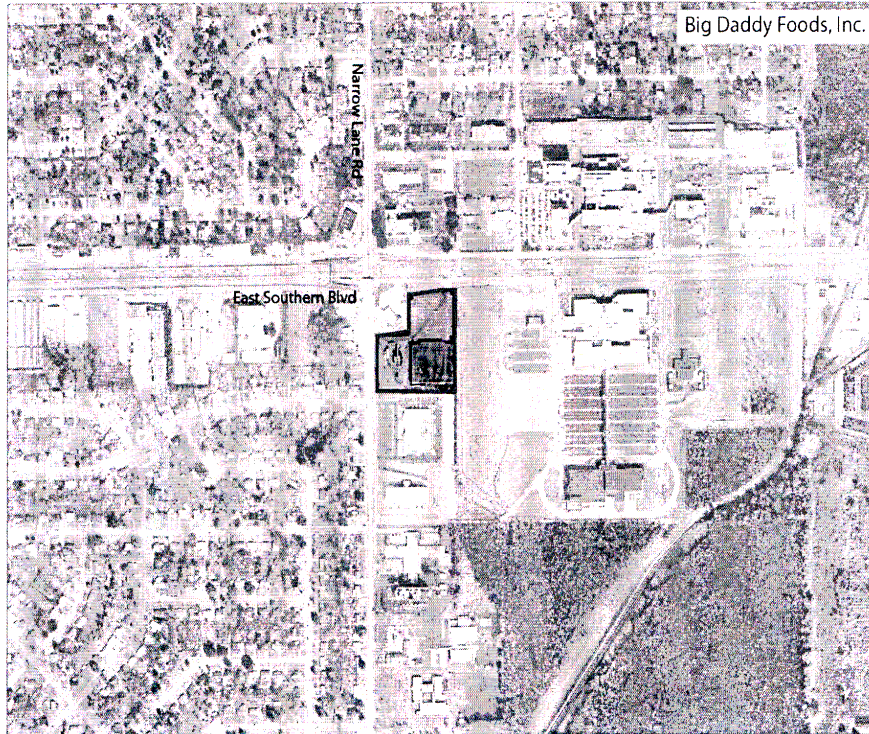
BIG DADDY FOODS, INC.

By: _____
(signature)

Name: Todd Vowell
Title: President

**EXHIBIT A
PROJECT SITE**

**EXHIBIT A
PROJECT SITE**



238346.2

Mr. Mac McLeod, Director of Business and Commercial Development, City of Montgomery, was present representing this item.

Councillor Dow 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 Dow 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 for the public hearing on the proposed resolution authorizing Mayor Strange to execute Project Development Agreement with City of Montgomery, County of Montgomery, and Faircourt Properties LLC, to redevelop and renovate property located at corner of Fairview Avenue and South Court Street and all documents pertaining thereto. Mr. Mac McLeod, Director of Development, 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. 8-2015

WHEREAS, the City of Montgomery, Alabama (the “City”) has caused legal notice (the “Notice”) of proposed action to be taken by the City with regard to that certain Project Development Agreement (the “Agreement”) by and among the City, Montgomery County, Alabama, and Faircourt Properties, L.L.C., an Alabama limited liability company (the “Company”), to be published in The Montgomery Advertiser on Friday, January 23, 2015; and

WHEREAS, a copy of the Notice is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, a draft of the Agreement is attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, after due consideration, the City Council of the City finds that it is necessary, proper, for a valid and sufficient public purpose and in the public interest, and in accordance with Amendment No. 772 to the Constitution of Alabama (1901) (Section 94.01(a)(3) of the Recompiled Constitution of Alabama and hereinafter referred to as “Amendment No. 772”), that the City should enter into the Agreement; and

WHEREAS, the City Council of the City finds and determines that the Agreement will promote the economic development of the City and, accordingly, is for a public purpose and is authorized by and consistent with Amendment No. 772.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City, as follows:

1. The Mayor of the City shall be and hereby is authorized to execute and deliver to the Company on behalf of the City an agreement that substantially conforms to the draft of the Agreement attached hereto as Exhibit B and incorporated herein by reference; and

2. The Mayor of the City shall be and hereby is authorized to execute such documents or to take such additional actions as are necessary and appropriate to the accomplishment of the purposes of the Agreement.

**LEGAL NOTICE OF ACTION PROPOSED TO BE TAKEN BY
THE CITY OF MONTGOMERY, ALABAMA WITH REGARD TO A
PROJECT DEVELOPMENT AGREEMENT**

Pursuant to Amendment No. 772 to the Constitution of Alabama (1901) (Section 94.01(a)(3) of the Recompiled Constitution of Alabama and hereinafter referred to as "Amendment No. 772"), the City of Montgomery, Alabama (the "City") hereby gives notice that its City Council, as the governing body of the City, will consider at a regularly scheduled meeting to be held on Tuesday, February 3, 2015, beginning at 5:00 p.m. in the City of Montgomery City Hall, City Council Chamber, 103 North Perry Street, Montgomery, Alabama 36104, approving a resolution that authorizes the execution and delivery of a Project Development Agreement (the "Agreement") by and among the City, Montgomery County, Alabama (the "County"), and Faircourt Properties, L.L.C., an Alabama limited liability company ("Faircourt Properties").

BACKGROUND

WHEREAS, Amendment No. 772 authorizes the City to lend its credit to or grant public funds and things of value in aid of or to any corporation or other business entity for the purpose of promoting the economic development within its jurisdiction; and

WHEREAS, Faircourt Properties is in the process of redeveloping and renovating certain real estate located at the corner of Fairview Avenue and South Court Street in the City (the "Project Site"); and

WHEREAS, Faircourt Properties will redevelop and expand a shopping center (the "Project") on the Project Site; and

WHEREAS, Faircourt Properties commits that the Project will create at least twenty (20) full-time jobs and represent a capital investment equal to or greater than One Million Seven Hundred Thousand and No/100 Dollars (\$1,700,000.00); and

WHEREAS, the City is desirous of having Faircourt Properties undertake said job creation and substantial capital improvements at the Project Site; and

WHEREAS, the proposed resolution will set forth the City's findings that it is necessary, proper, for a valid and sufficient public purpose and in the public interest, and in accordance with Amendment No. 772, that the City should enter into the Agreement; and

WHEREAS, the proposed resolution will set forth the City's findings and determination that the Agreement will promote the economic development of the City and, accordingly, is for a public purpose and is authorized by and consistent with Amendment No. 772.

SUMMARY OF THE TERMS OF THE AGREEMENT

As incentive for Faircourt Properties to locate the Project in the City, employ individuals full-time in the City, and conduct the Project's business operations in the City, the City will provide Faircourt Properties the benefit of the following tax incentives, which for ease of

administration shall be in the form of tax abatements for the benefit of Faircourt Properties: (i) an abatement equal to fifty percent (50.0%) of the incremental increase in noneducational City and County real property and personal property ad valorem taxes on the Project Site, the shopping center business and other real property improvements to be located at the Project Site, personal property located at, on or about the Project Site, and any other real or personal property purchased in connection with, incorporated into, and used in the operation of the Project as of and through the date on which Faircourt Properties commences operations, for a period of ten (10) years, the abatement of such taxes not to exceed \$50,000.00 per year; and (ii) an abatement of noneducational City and County sales, use, and all other similar taxes on the purchase or consumption of machinery, equipment, furniture, construction materials, and all other tangible personal property incorporated into the Project as of and through the date on which Faircourt Properties commences operations and any machinery, equipment, and other personal property transferred by Faircourt Properties from a facility outside the State to the Project Site for incorporation into the Project as of and through the date on which Faircourt Properties commences operations.

CONCLUSION

A draft of the Agreement may be inspected at the office of the City Clerk during regular business hours prior to the scheduled meeting.

While Faircourt Properties would receive certain benefits under the Agreement (summarized above), the City Council expects to determine at its public meeting that the expenditure of public funds in connection with the Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to Faircourt Properties or any other private business. The public benefits sought to be achieved by the approval of the Agreement include: promotion of local economic and commercial development and the stimulation of the local economy; increasing employment opportunities in the City; expanding the City's tax base, which will result in additional tax revenues for the City; promoting the location, relocation, expansion, and retention of business enterprises in the City; and enhancing the overall quality of life of the citizens of the City.

All members of the public are invited to attend the meeting described above or to submit written opinions or comments regarding the proposed action to the City Council prior to the meeting. In compliance with the Americans with Disabilities Act, interpretive assistance or other reasonable accommodations will be provided to individuals with disabilities who attend the meeting upon request. Should you desire such services, please contact the office of the City Clerk (334-625-2096) at least two (2) full working days prior to the meeting.

Exhibit B

PROJECT DEVELOPMENT AGREEMENT

BY AND AMONG

**MONTGOMERY COUNTY, ALABAMA,
THE CITY OF MONTGOMERY, ALABAMA**

AND

FAIRCOURT PROPERTIES, L.L.C.

PROJECT DEVELOPMENT AGREEMENT

THIS PROJECT DEVELOPMENT AGREEMENT (this “Agreement”) is hereby made and entered into this ____ day of _____, 2015, by and among **MONTGOMERY COUNTY, ALABAMA** (the “County”), the **CITY OF MONTGOMERY, ALABAMA** (the “City”), and **FAIRCOURT PROPERTIES, L.L.C.**, an Alabama limited liability company (the “Company”). The Company, the County, and the City are each a “Party” to this Agreement and are collectively referred to as the “Parties”.

RECITALS

WHEREAS, the County and the City support and encourage business and industrial development within Alabama; and

WHEREAS, the Company is in the process of redeveloping and renovating certain real estate located at the corner of Fairview Avenue and South Court Street in the City (the “Project Site); and

WHEREAS, the Company will redevelop and expand a shopping center (the “Project”) on the Project Site; and

WHEREAS, the Company commits that the Project will create at least twenty (20) full-time jobs and represent a capital investment equal to or greater than One Million Seven Hundred Thousand and No/100 Dollars (\$1,700,000.00); and

WHEREAS, the County, and the City are desirous of having the Company undertake said job creation and substantial capital improvements at the Project Site; and

WHEREAS, Amendment No. 772 to the Constitution of Alabama (1901) authorizes the County and the City to lend its credit to or grant public funds and things of value in aid of or to any Company or other business entity for the purpose of promoting the economic development and industrial development within its jurisdiction; and

WHEREAS, the County and the City have determined that entering into this Agreement is for a valid and sufficient public purpose; and

WHEREAS, the Parties are desirous of setting forth such proposals in a valid, binding and enforceable agreement; and

WHEREAS, on the Effective Date the commitments contained in this Agreement are made in consideration for the Company’s decision to locate, renovate and operate the Project on the Project Site.

NOW, THEREFORE, upon and in consideration for the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties enter into this Agreement on the following terms and conditions:

1. **Scope of Agreement.** This Agreement fully sets out the complete agreement of the Parties. This Agreement includes the facts, averments, and representations set out in the Recitals, as well as all exhibits, attachments, or appendices attached hereto or referenced herein, all of which are hereby incorporated by reference.

2. **Defined Terms.** As used in this Agreement, the following terms shall have the following meanings:

“**Agreement**” means this Project Development Agreement.

“**Base Tax Value**” shall mean the value of the subject real or personal property for applicable ad valorem tax purposes as of October 1, 2014.

“**Calculation Date Tax Value**” shall mean the value of the subject real or personal property for applicable ad valorem tax purposes beginning on October 1, 2015 and on each October 1 thereafter through and including October 1, 2024.

“**City**” has the meaning set forth in the Preamble to this Agreement.

“**Commence Construction**” means that the Company has begun the physical work to construct the Project for its intended use, using appropriate equipment and manpower to construct, equip and start up the Project.

“**Commence Operations**” shall mean the date upon which the Company first distributes goods from the Project.

“**Company**” has the meaning set forth in the Preamble to this Agreement.

“**County**” has the meaning set forth in the Preamble to this Agreement.

“**Effective Date**” shall mean the date upon which all of the Parties have executed this Agreement.

“**Force Majeure**” means acts of God; governmental delays; change in governmental laws, orders, rules or regulations prohibiting the applicable action; acts of public enemy; wars; blockades; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; storms; hurricanes; floods; washouts; civil disturbances; and any other causes, whether of the kind herein enumerated or otherwise, not within the control of the Party claiming suspension, and which by the exercise of due diligence, such Party is or would have been unable to prevent or overcome. “Force Majeure” shall also be deemed to include the failure of another party hereto to timely fulfill its obligations under this Agreement.

“**Incremental Increase**” shall mean the amount equal to the applicable ad valorem taxes calculated as due and owed by the Company based on the Calculation Date Tax Value less the applicable ad valorem taxes calculated as due and owed by the Company based on the Base Tax Value, whether or not such increase is due to a change of value or a change in the millage rate or both.

“Party” has the meaning set forth in the Preamble to this Agreement.

“Parties” has the meaning set forth in the Preamble to this Agreement.

“Project” has the meaning set forth in the third WHEREAS clause of this Agreement.

“Project Site” has the meaning set forth in the second WHEREAS clause of this Agreement.

3. The Company’s Commitments.

(a) In consideration of the incentives described herein, the Company makes the following commitments:

(i) The Company acknowledges that the citizens of Montgomery County, Alabama, and the City of Montgomery, Alabama anticipate the prompt receipt of substantial economic benefit to the local economies in return for the investment of public money in the Project. Therefore, the Company agrees to use commercially reasonable efforts to prosecute the development of the Project.

(ii) In furtherance of this Project, subject to an event of Force Majeure, the Company will fulfill its Capital Commitment not later than December 31, 2015.

(iii) Adequate funding to complete the development and construction of the Project and to conduct the Company’s business at the Project has been committed to the Project by the Company’s management.

(iv) The Company is in good standing, licensed, and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain licensed, qualified, in good standing, and in compliance with all Alabama laws applicable to its operations at all times that the Company is in business in the State of Alabama.

(v) The Company is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment.

(vi) The Company has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement. To the extent that any authorization, approval, resolution or consent of the Company’s officers, managers, trustees, members or any other persons is required under either the Company’s organizational and/or governing documents or otherwise is required by law and to the extent that any authorization, approval or consent of any governmental authority, body, or agency or third party is required for it to have entered into this Agreement and make the commitments contained in this Agreement, that such authorizations, approvals and consents have been duly obtained in accordance with applicable law and procedures.

(b) In consideration of the County and the City providing the incentives described herein, the Company makes the following commitments to the County and the City:

(i) The Company shall give commercially reasonable consideration to contractors located in the City and the County to provide products and services in developing, constructing, and operating the Project. The Parties acknowledge that selection of contractors and vendors for the Project shall be at the sole discretion of the Company.

(ii) The Company shall give commercially reasonable consideration to qualified City and County residents for employment at the Project, subject in all cases to the Company's then usual and customary hiring policies.

4. Tax Abatements.

(a) Pursuant to the provisions of Amendment No. 772 to the Constitution of Alabama (1901), the County hereby agrees to provide the Company the benefit of the following tax incentives, which for ease of administration shall be in the form of the following tax abatements:

(i) An abatement equal to the Incremental Increase of all noneducational County real property and personal property ad valorem taxes on the Project Site, the redevelopment and expansion of a shopping center and other real property improvements to be located at the Project Site, personal property located at, on or about the Project Site, and any other real or personal property purchased in connection with, incorporated into, and used in the operation of the Project (including, without limitation, signs, and trailers used in the operation of the Project) as of and through the date on which the Company Commences Operations, for a period of ten (10) years, the abatement of the aforesaid taxes by the County shall not exceed \$18,750.00 per year (the abated amount shall be deducted and reflected on the annual tax bill sent out by the Montgomery County Revenue Commissioner); and

(ii) An abatement equal to the Incremental Increase of all noneducational County sales, use and all other similar taxes on the purchase or consumption of machinery, equipment, furniture, signs, construction materials and all other tangible personal property incorporated into the Project as of and through the date on which the Company Commences Operations (including, without limitation, signs, trailers used in the operation of the Project) and any machinery, equipment and other personal property transferred by the Company from a facility outside the State of Alabama to the Project Site for incorporation into the Project as of and through the date on which the Company Commences Operations (including, without limitation, trailers used in the operation of the Project).

(b) Pursuant to the provisions of Amendment No. 772 to the Constitution of Alabama (1901), the City hereby agrees to provide the Company the benefit of the following tax incentives, which for ease of administration shall be in the form of the following tax abatements:

(i) An abatement equal to all noneducational City real property and personal property ad valorem taxes on the Project Site, the redevelopment and expansion of a shopping center and other real property improvements to be located at the Project Site, personal property located at, on or about the Project Site, and any other real or personal property purchased in connection with, incorporated into, and used in the operation of the Project as of and through the date on which the Company Commences Operations, for a period of ten (10) years, the abatement of the aforesaid taxes by the City shall not exceed \$31,250.00 per year (the abated

amount shall be deducted and reflected on the annual tax bill sent out by the Montgomery County Revenue Commissioner); and

(ii) An abatement of all noneducational City sales, use and all other similar taxes on the purchase or consumption of machinery, equipment, furniture, signs, construction materials and all other tangible personal property incorporated into the Project as of and through the date on which the Company Commences Operations and any machinery, equipment and other personal property transferred by the Company from a facility outside the State of Alabama to the Project Site for the Project as of and through the date on which the Company Commences Operations.

(c) For convenience of the parties, the Company shall initially pay all noneducational County and City sales, use and all other similar taxes on the purchase or consumption of items for which such taxes are otherwise abated hereinabove and thereafter the Company shall petition for a refund of all such taxes paid by the Company which are otherwise abated hereinabove. To request a refund of all noneducational County and City sales, use and all other similar taxes otherwise abated by County and City hereinabove, the Company shall submit to the Finance Department for County and City a petition for refund of noneducational County and City sales, use and all other similar taxes on the purchase or consumption of items that are actually paid by the Company (or its agents, contractors, or subcontractors) and for which such taxes are otherwise abated hereinabove (the "Refund Petition"). The Refund Petition shall be accompanied by supporting documentation which demonstrates to the reasonable satisfaction of County and City that the taxes for which refund is sought were incurred only for the developing or constructing of the Project and were actually paid by the Company (or its agents, contractors, or subcontractors). The Company shall submit only one (1) Refund Petition to each of County and City and such Refund Petition shall be submitted to County and City within sixty (60) days following the date on which the Company Commences Operations and County and City shall thereafter promptly refund such abated taxes documented to the reasonable satisfaction of County and City that were actually paid by the Company (or its agents, contractors, or subcontractors).

5. Assistance with Permits.

The County and the City agree, to the extent permitted by applicable law and with the cooperation of the Company:

(i) To do all things and take all actions necessary to assist the Company in its timely filing of all applications for obtaining, modifying, transferring, and/or renewing all applicable permits with the federal government, the County, and the City and all applicable agencies thereof; such assistance to include, when applicable, facilitating the timely consideration, processing, and issuance of all permits required in connection with the establishment and subsequent operation of the Project. Such permits shall include, but are not necessarily limited to site plan approvals, construction and building permits, approvals for the abandonment and creation of all rights-of-way acquisitions and easements, and environmental permits, all to be issued on an expedited basis in order to permit construction of the Project to proceed in a timely manner; and

(ii) To use their best efforts to cause all permit decisions necessary for construction and subsequent operation of the Project to be made within fifteen (15) days (thirty (30) days if a public hearing is requested) of filing the applicable and materially complete application in accordance with the applicable statutes and regulations.

6. Certain Representations and Warranties. As of the Effective Date of this Agreement, the County and the City each represent and warrant that:

(a) Such Party is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment; and

(b) Such Party has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement, and to the extent that any authorization, approval, or consent of any other government authority, body, or agency or third party is required for it to have entered into this Agreement and make the commitments contained in this Agreement, that such authorizations, approvals, and consents have been duly obtained in accordance with applicable law and procedures.

7. Force Majeure. In the event of any Party hereto being rendered unable, wholly or in part, by reason of an event of Force Majeure to carry out its obligations hereunder, and regardless of whether or not expressly provided herein, the obligations of such party suffering such event of Force Majeure shall be suspended during the continuance of any inability so caused, provided, however, that such Party suffering the event of Force Majeure shall (a) deliver prompt notice, to the Party to whom the obligations are due, of the occurrence of such event of Force Majeure (such notice to describe the circumstances creating the event and the steps that such Party proposes to take to eliminate the event or the effects thereof), (b) use its best efforts to eliminate such event or the effects thereof and shall deliver periodic status reports regarding such efforts to the Party to whom the obligations are due, (c) promptly deliver notice to the Party to whom the obligations are due when such event has been eliminated or has ceased to prevent the performance of the suffering Party's obligations and (d) proceed to fulfill or perform such obligations as soon as reasonably practical after the event has been eliminated or has ceased to prevent the performance of the suffering Party's obligations.

8. Costs and Expenses. Each Party agrees to pay its own costs and expenses incurred in connection with the proposals, responses, and negotiation of the transactions contemplated herein, including all costs and expenses incurred in connection with the preparation of any studies or reports, surveys, or approvals for this Agreement or otherwise.

9. Assignment. This Agreement is not assignable, except that the Company shall have the right at any time to assign all its rights and obligations in and to the Project and to transfer this Agreement or any part thereof to any affiliate of the Company that agrees to assume assigned obligations of the Company in and to the Project; and if so assigned, the Company shall continue to be responsible for the performance of the obligations of the Company under this Agreement unless specifically excused therefrom by the County and the City, to be expressed in writing and signed by an authorized representative of the County and the City.

10. **Section Titles and Headings.** The section titles and headings are for convenience only and do not define, modify, or limit any of the terms and provisions hereof.

11. **Survival of Representations and Warranties.** The representations, warranties, and covenants made by each of the Parties hereto and contained herein shall survive the performance of any obligations to which such representations, warranties, and covenants relate.

12. **Waivers.** Waiver of any of the obligations of any Party under this Agreement shall be effective only when stated in writing and signed by the waiving Party. No delay or omission to exercise any right or power by any Party shall be construed to be a waiver. In the event any provision is waived by a Party, such waiver shall not be deemed to waive any other provision.

13. **Time is of the Essence.** The Parties acknowledge and agree that time is of the essence in performing their respective duties under this Agreement.

14. **Notices.** All notices required by, or arising out of, or related to this Agreement shall be sent by United States Mail, first class postage affixed, addressed to the receiving Party as described below:

MONTGOMERY COUNTY,
ALABAMA

Montgomery County Commission
Elton N. Dean, Sr., Chairman
101 S. Lawrence Street
Montgomery, AL 36104
Telephone: (334) 832-1210
Facsimile: (334) 832-2533

MONTGOMERY COUNTY,
ALABAMA

Montgomery County Commission
Donald L. Mims
101 S. Lawrence Street
Montgomery, AL 36104
Telephone: (334) 832-1210
Facsimile: (334) 832-2533

With a copy to:

Tommy Gallion
Haskell Slaughter
305 South Lawrence Street
Montgomery, Alabama 36104
Telephone: (334) 264-7945
Facsimile: (334) 265-8573

CITY OF MONTGOMERY,
ALABAMA

Honorable Todd Strange
Mayor of the City of Montgomery
103 North Perry Street
Montgomery, AL 36104
Telephone: (334) 241-2096
Facsimile: (334) 241-2056

With a copy to:

Riley W. Roby
Balch & Bingham LLP
105 Tallapoosa Street, Suite 200
Montgomery, AL 36104
Telephone: (334) 269-3120
Facsimile: (877) 453-6422

FAIRCOURT PROPERTIES,
L.L.C.

Lee Willcoxon

Montgomery, AL _____
Telephone: (334) 318-0789

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to the provisions of this Section.

15. Term of Agreement. The term of this Agreement shall commence on the Effective Date and continue in effect through December 31, 2016.

16. Entire Agreement; Amendment. This Agreement is the entire agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter. This Agreement may be amended only by a written modification executed by each of the Parties' duly authorized representatives.

17. Severability. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect and for any reason whatsoever, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby, and in the event any such provision is held to be invalid, illegal or unenforceable, those Parties affected by such event shall exercise their best efforts to agree upon a provision in substitution for such invalid, illegal or unenforceable provision that is as near in economic benefit as possible to the provision found to be invalid, illegal or unenforceable.

18. No Third-Party Beneficiaries. Other than as set forth in this Agreement, this Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

19. **Press Releases.** Each of the Parties hereto agrees to cooperate to coordinate with the Company, to the extent permitted by law, in connection with all press releases and publications concerning the Project. The Company shall be free to issue or file with all applicable regulatory authorities such documents as it considers necessary or appropriate, including without limitation, all filings with the appropriate securities law authorities and stock exchanges. The County and the City may make such disclosures as it feels are required to be disclosed by applicable law.

20. **Governing Law.** The governing law of this Agreement shall be the law of the State of Alabama without regard to conflicts of law provisions.

21. **Construction.** In this Agreement, unless the context indicates otherwise, the singular includes the plural and the plural the singular, references to statutes, sections or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section or regulation referred to; the words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation” or “but not limited to” or words of similar import; references to exhibits, attachments or appendices are to those of this Agreement unless otherwise indicated and shall be deemed to include all subsequent modifications thereto; references to agreements and other contractual instruments shall be deemed to include all exhibits, attachments and appendices attached thereto and all subsequent amendments and other modifications to such instrument; and references to Parties include their respective successors and permitted assigns.

22. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

[Execution begins on following page]

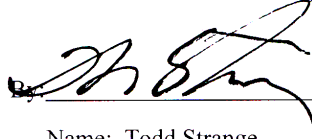
WHEREFORE, the Parties hereto have caused this Agreement to be signed and delivered by their duly authorized representatives as of the date first above indicated.

MONTGOMERY COUNTY, ALABAMA

By: _____
(signature)

Name: Elton N. Dean, Sr.
Title: County Commission Chairman

CITY OF MONTGOMERY, ALABAMA



(signature)

Name: Todd Strange
Title: Mayor

FAIRCOURT PROPERTIES, L.L.C.

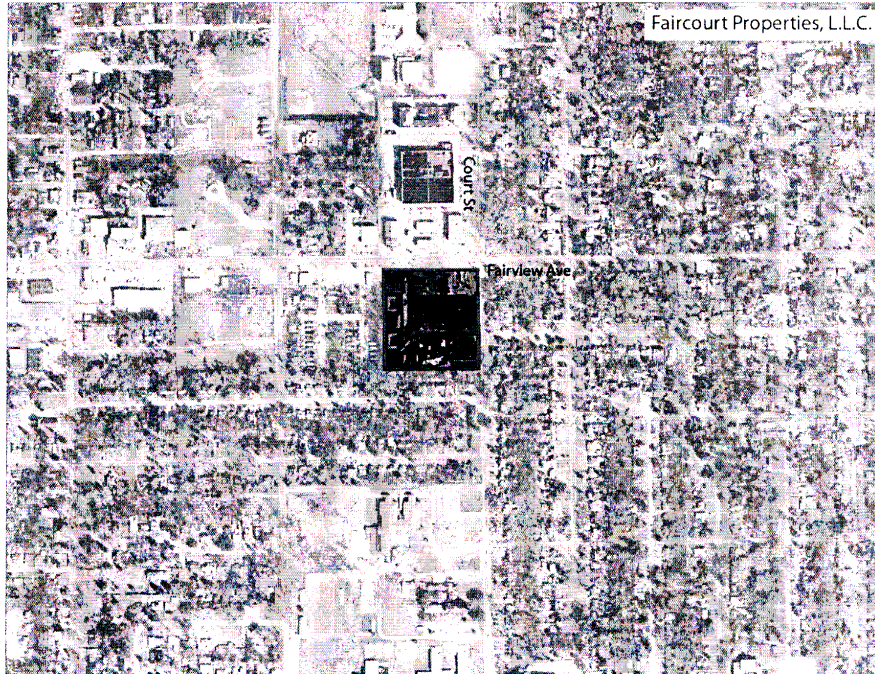
By: _____
(signature)

Name: Lee Willcoxon
Title: Member

**EXHIBIT A
PROJECT SITE**

238343.2

**EXHIBIT A
PROJECT SITE**



238343.2

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

Councillor Lee 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 Lee 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. 9-2015

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 the 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. It is the responsibility of the City Council and the Montgomery County Commission to appoint each director of the District;

d. The nominating committee for the District has submitted a recommendation to the Council to appoint certain persons in their representative capacities to the board of directors of the District, a copy of such recommendation being submitted hereto as Exhibit “A”; and

e. The Council hereby appoints the following persons, each in their respective representative capacity to the board of directors of the District:

- (i) Mayor of the City of Montgomery
- (ii) City Council President
- (iii) County Commission Chairman
- (iv) County Commission Vice-Chairman
- (v) Superintendent of the Montgomery County Board of Education.

Section 2. It is the desire of the Council that the above persons serve as the board of directors of the District, and that the remaining positions on the board of directors remain vacant.

Section 3. The above persons shall each serve for a period of four (4) years effective immediately upon the date of this resolution and an accompanying resolution of the Montgomery County Commission.

Mr. Terry Davis, Attorney, was present representing this item.

EXHIBIT "A"

[NOMINATION RECOMMENDATION FORM]

**THE MONTGOMERY COUNTY
PUBLIC EDUCATION COOPERATIVE DISTRICT**

NOMINATING COMMITTEE RECOMMENDATION FORM

The undersigned hereby nominate and recommend the following persons to serve as members of the Board of Directors of The Montgomery County Public Education Cooperative District with such terms to begin immediately upon their approval by the County Commission of Montgomery County, Alabama and the City Council of the City of Montgomery, Alabama:

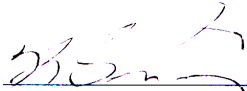
Voting Members:

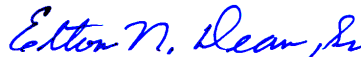
- (i) Mayor of the City of Montgomery
- (ii) City Council President
- (iii) County Commission Chairman
- (iv) County Commission Vice-Chairman
- (v) Superintendent of the Montgomery County Board of Education

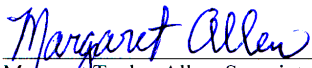
This committee further recommends that the remaining seats on the Board of Directors for both voting and non-voting members remain vacant at this time.

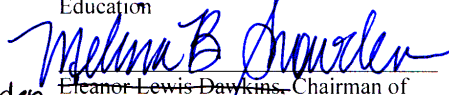
[SIGNATURE PAGE FOLLOWS]

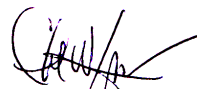
The undersigned nominating committee members for The Montgomery County Public Education Cooperative District have hereunto subscribed their signatures this 27th day of January, 2015.



 Todd Strange, Mayor of the City of Montgomery

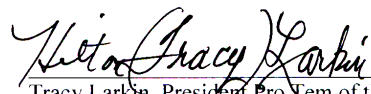

 Elton N. Dean, Sr., Chairman of the Montgomery County Commission


 Margaret Taylor-Allen, Superintendent of the Montgomery County Board of Education

Melissa B. Snowden 
 Eleanor Lewis Dawkins, Chairman of the Montgomery County Board of Education


 Charles W. Jinright, President of the City Council of the City of Montgomery


 Daniel Harris, Jr., Vice-Chairman of the Montgomery County Commission


 Tracy Larkin, President Pro Tem of the City Council of the City of Montgomery

00794972

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 the following proposed resolution:

RESOLUTION NO. _____

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:

f. 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”);

g. 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;

h. 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

i. 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 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

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”);

k. 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;

l. The Council deems it in the best interests of the City to authorize its 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”;

m. 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;

n. 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]

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 System, the City, and the County desire to fund 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 to finance the Projects, serving the citizens of the City;

WHEREAS, the County is permitted to finance the Projects;

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 \$27,000,000.00 of the Project Costs, and the BOE desires to fund any Project Costs in excess of \$27,000,000.00; 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 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 Joint City and County Funding Agreement.

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

“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 Joint City and County Funding Agreement.

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

“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).

“Joint City and County Funding Agreement” shall mean that funding agreement between the City and County setting forth the ratio by which the City and County shall be obligated to fund the City and County Contribution.

“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, issue their respective debt obligations to fund the City and County Contribution. 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 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 April 1, 2015, fund the City and County Contribution to the Escrow Account.

(b) City Obligations. The City Contribution will be in the amount as agreed upon in the Joint City and County 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 will issue its \$27,000,000.00 principal amount Series 2014 Warrants (the "County Obligations"), 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 County 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 and apply and cause to be applied the funds in such Project Accounts (including any investment earnings thereon following the deposit in the County Project Account) to the payment of the Project Costs in accordance with the Escrow Agreement and this Agreement. 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 contribute its funds on a pro-rata basis with the funds from the City Project Account and County Project Account, such prorated amount to be determined based on the relative amounts available from each of the BOE, the City and County for Project Costs as compared to the total amounts contributed for the City, County and BOE; provided, however, the BOE may be required to pre-fund the acquisition of the Property. If the BOE pre-funds the acquisition of the Property, then the BOE shall be entitled to reimbursement from out of the City Project Account and the County Project Account, to bring the contribution of the BOE to the BOE's proportionate amount described in this Section.

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 _____ () 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 _____ () 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.

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) _____
Email: _____

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: _____

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

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, 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 ____ (%) percent of the approved Project Costs being disbursed from the City Project Account ("City Portion") and ____ (%) percent of the approved Project Costs to be disbursed from the County Project Account ("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- _____
 Email: _____

 With a copy to: Superintendent of Education
 307 N. Decatur Street
 Montgomery, Alabama 36104
 Fax: 334- _____
 Email: _____

(2) If to City: City of Montgomery
 Attn: Mayor
 103 N. Pery Street, Room 200
 Montgomery, Alabama 36104
 Fax: 334- _____

Email: _____

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

(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.

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: _____
Its: _____

Montgomery County Commission
("County")

By: _____
Its: _____

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

By: _____
Its _____

Exhibit A to Escrow Agreement

FORM OF PAYMENT REQUEST FORM

Payment Request No. _____

The Board of Education of Montgomery County ("BOE") hereby requests Synovus Trust Company, N.A. 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

It was the consensus of the Council to carry this item over to the next regular council meeting for action following public hearing.

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

RESOLUTION NO. _____

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:

o. 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”);

p. 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;

q. 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;

r. 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;

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

t. 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;

u. 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

v. 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 40-18-86.

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: jmartin@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 uncured 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.

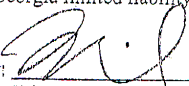
22. 1031 Exchange. Seller may qualify this transaction as a tax deferred exchange under Section 1031 of the Internal Revenue Code. Purchaser agrees to cooperate in the exchange, at no liability, cost or expense to Purchaser.

[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:

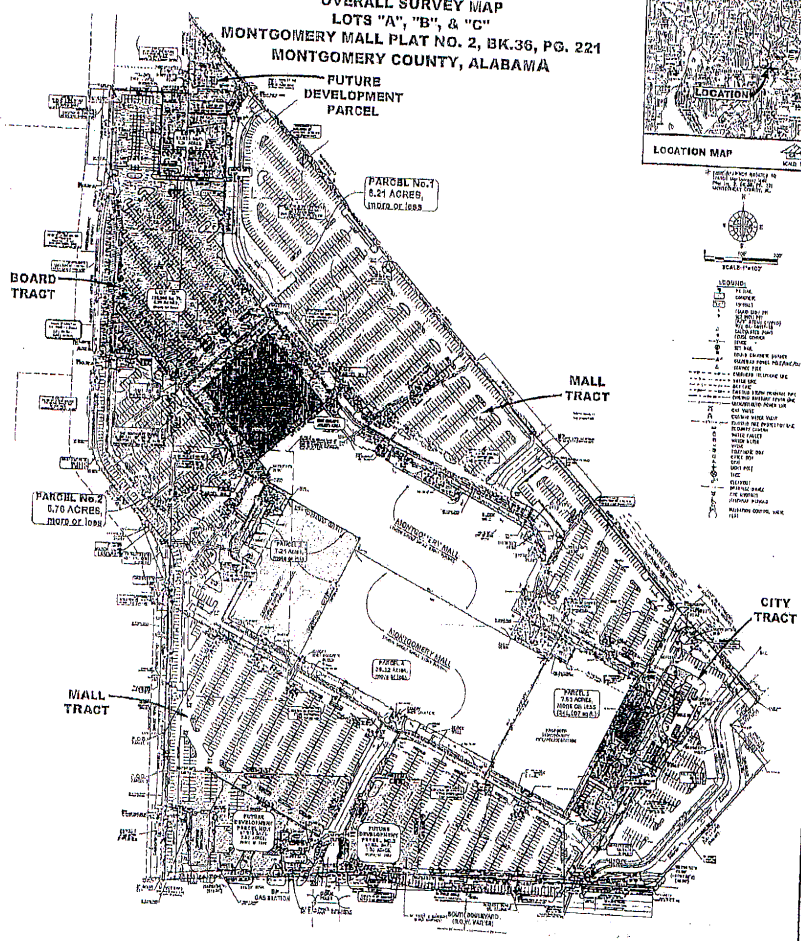
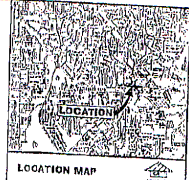
**BOARD OF EDUCATION OF
MONTGOMERY COUNTY**, a public
instrumentality organized under the laws of the
State of Alabama

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 "A"
OVERALL SURVEY MAP
LOTS "A", "B", & "C"
MONTGOMERY MALL PLAT NO. 2, BK.36, PG. 221
MONTGOMERY COUNTY, ALABAMA



- LEGEND**
- 1. LOT
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 - 100. LOT

THIS MAP SHOWS IN A CONDUIT
 OF SUBJECT FROM THE CITY AND
 PLACE AT DATE OF THIS MAP AND
 PLANS COPIED HERE NOT CORRECT

REVISED DATE: 11-24-44
 DATE: 7-24-44

EXHIBIT B

DESCRIPTION OF SELLER'S OUTPARCEL

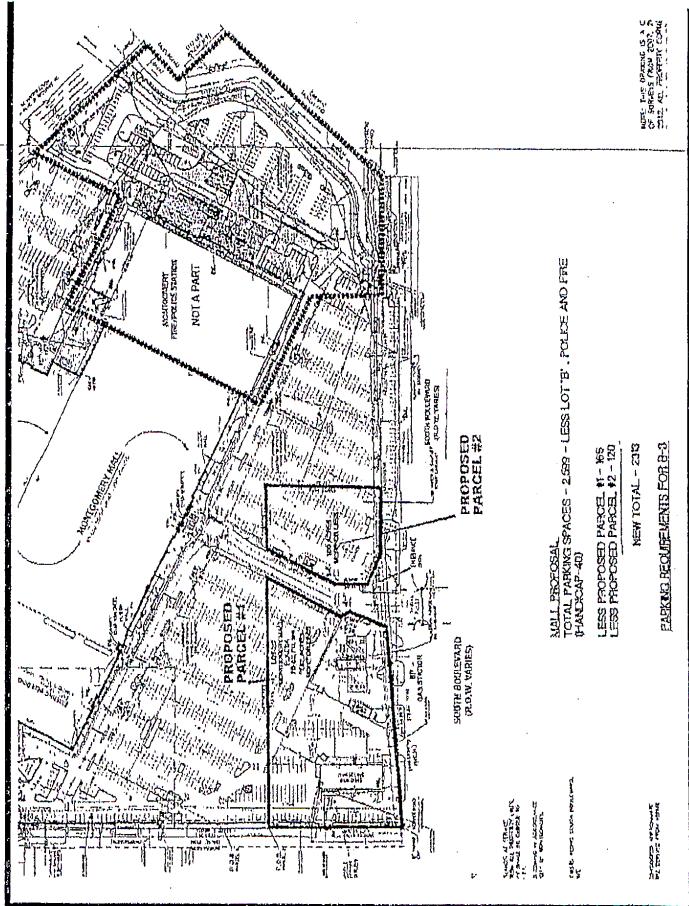


EXHIBIT C

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, Coie & 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
3716 Northside Parkway
Suite 2-450
Atlanta, GA 30327
(P) 404-364-9094
(F) 404-364-9095

VIA EMAIL: tstrange2@nol.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.

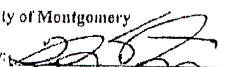
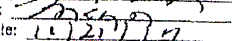
We appreciate your continuing efforts toward redevelopment of the area as we continue our multi-year effort to re-purpose and invigorate this property. If the foregoing is not an issue and can be accomplished simultaneously with a closing this year, please sign in the space provided below. If there is 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

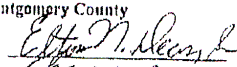
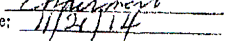
Approved:

City of Montgomery

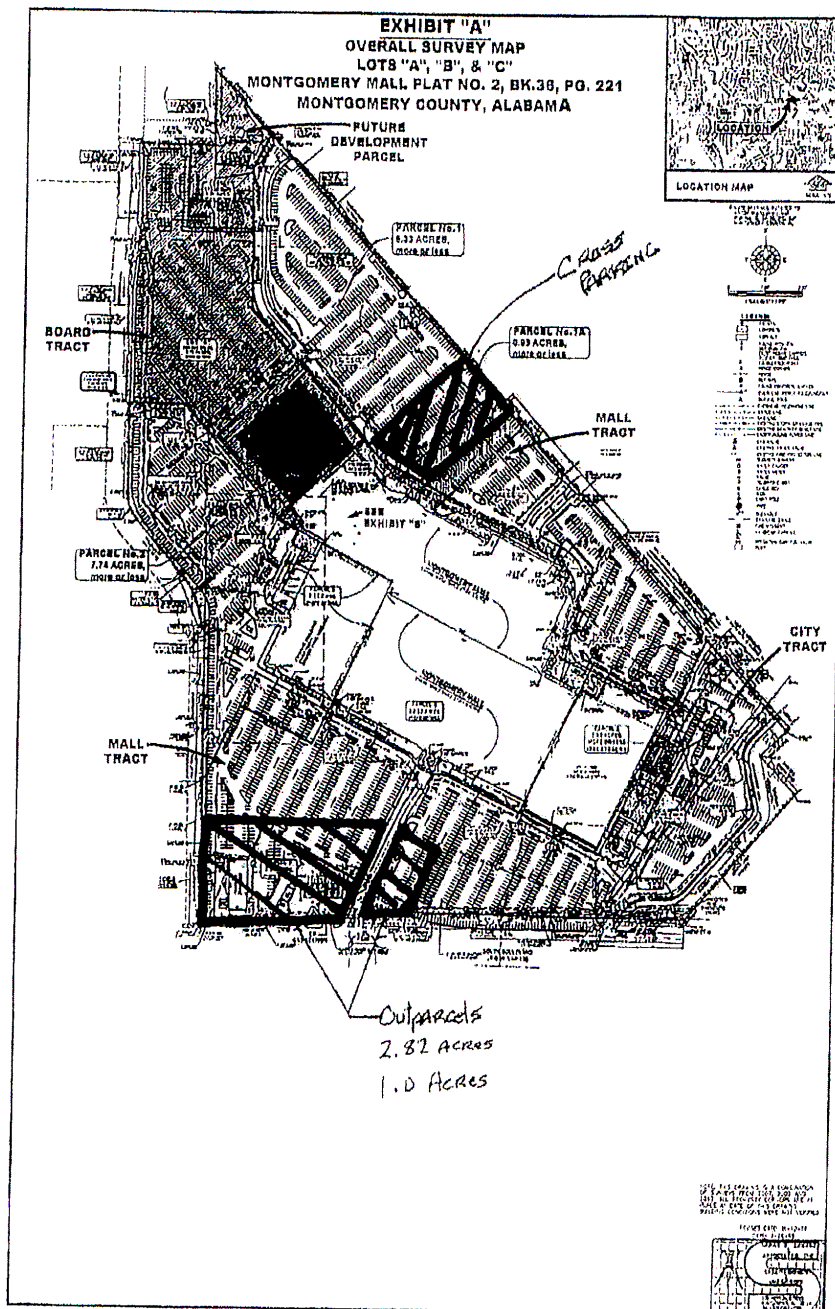
By: 
Its: 
Date: 11/21/14

Approved:

Montgomery County

By: 
Its: 
Date: 11/21/14

17-1



It was the consensus of the Council to carry this item over to the next regular council meeting for action following public hearing.

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

RESOLUTION NO. 10-2015

WHEREAS, Resolution No. 140-2013 established the Public Art Commission of the City of Montgomery to be responsible for the city's public art program; and

WHEREAS, the initial Public Art Commission consisted of five (5) members from the arts and business community and three (3) ex-officio members being museum curators and the Director of the Department of Development.

WHEREAS, the existing commission members have determine that there is a need to expand the number of people serving to better meet the needs of the City's public art program:

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA that the Public Arts Commission membership is increased to eight (8) members from the arts and business community appointed by the Mayor and approved by the City Council and three (3) ex-official members being museum curators and the Director of the Department of Development. These members shall serve without compensation and shall be appointed to terms of no more than three (3) years. Requirements for membership shall remain as set forth in Resolution No 140-2013.

Melanie Golson was present representing this item.

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 the following proposed resolution:

RESOLUTION NO. 11-2015

WHEREAS, Resolution No. 140-2013 established a Public Art Commission allocating five members to serve staggered terms to be appointed by the Mayor and approved by the City Council; and

WHEREAS, Resolution No. _____increased the membership to 8 members and 3 ex-officio members; and

WHEREAS, Mayor Strange has nominated the following to fill the new positions:

**Rusty Gregory for a three-year term ending February 3, 2018
Helena Duncan for a three-year term ending February 3, 2018
Nathaniel Allen for a three-year term ending February 3, 2018**

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that the following be and are hereby appointed to the Public Art Commission for the designated terms:

**Rusty Gregory for a three-year term ending February 3, 2018
Helena Duncan for a three-year term ending February 3, 2018
Nathaniel Allen for a three-year term ending February 3, 2018**

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 the following proposed resolution:

RESOLUTION NO. 12-2015

WHEREAS, the City of Montgomery proposes to develop recreational trail along the Alabama River connecting the current Riverfront Park southward ending at Powder Magazine Park and to the north across the Cypress Creek inlet, and

WHEREAS, the City of Montgomery has been awarded a Recreational Trails Program (RTP) grant from the Alabama Department of Economic and Community Affairs (ADECA) to fund a portion of the project, and

WHEREAS, the ADECA RTP grant is limited to \$100,000 and requires a twenty percent minimum of the funded be matched by the City of Montgomery.

NOW THEREFORE, BE RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Mayor Todd Strange is hereby authorized to act as the City of Montgomery's official representative in connection with the ADECA Recreational Trails Program (RTP) grant application, provide authorization to submit application and, to provide any additional information as may be required.

BE IT FUTHER RESOLVED, that the Mayor of the City of Montgomery is hereby authorized to administer the program on behalf of the City of Montgomery.

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 the following proposed resolution:

RESOLUTION NO.13-2015

WHEREAS, the State of Alabama, under the Omnibus Crime Control and Safe Streets Act of 1968 (P.L. 90-351 as amended)and other appropriate federal authorizations, through the Department of Economic and Community Affairs, Law Enforcement Traffic

Safety Division (ADECA/LETS), is offering financial assistance for approved highway safety projects; and

WHEREAS, the City of Montgomery Planning Department's Highway Safety Division is of the opinion that it would be beneficial to make application for such assistance in the amount of \$108,897.68 for a Section 402 Community Traffic Safety Program fund (ADECA 16-SP-CP) 25% Match Grant utilized to provide administrative staff funding for State Highway Safety Program management oversight of overtime enforcement grants in the Central Region of Alabama, and

WHEREAS, said applicant agrees to be accountable for providing grant program management:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Todd Strange, Mayor of the City of Montgomery, in his official capacity, be authorized to make application to the Alabama Law Enforcement Traffic Safety Division for \$108,897.58.

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 Smith 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. 14-2015

WHEREAS, the State of Alabama, under the Omnibus Crime Control and Safe Streets Act of 1968 (P.L. 90-351 as amended) and other appropriate federal authorizations, through the Department of Economic and Community Affairs, Law Enforcement Traffic Safety Division, is offering financial assistance for approved highway safety projects; and

WHEREAS, the City of Montgomery Planning Department's Highway Safety Division is of the opinion that it would be beneficial to make application for such assistance in the amount of \$98,800.00 for a Section 402 Selective Traffic Enforcement Program Grant, administered by Alabama Department of Transportation (ALDOT) & Alabama Department of Economic Affairs (ADECA 16-SP-PT) utilized to provide overtime funding for DUI, speeding, and seat belt enforcement, and

WHEREAS, said applicant agrees to be accountable for providing grant program management:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Todd Strange, Mayor of the City of Montgomery, in his official capacity, be authorized to make application to the Alabama Law Enforcement Traffic Safety Division for \$98,800.00.

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 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 following proposed resolution:

RESOLUTION NO. 15-2015

WHEREAS, the State of Alabama, under the Omnibus Crime Control and Safe Streets Act of 1968 (P.L. 90-351 as amended)and other appropriate federal authorizations, through the Department of Economic and Community Affairs, Law Enforcement Traffic Safety Division, is offering financial assistance for approved highway safety projects; and

WHEREAS, the City of Montgomery Planning Department’s Highway Safety Division is of the opinion that it would be beneficial to make application for such assistance in the amount of \$102,372.00 for a Section 405d Hotspot Impaired Driving Enforcement Program Grant, administered by Alabama Department of Transportation (ALDOT) & Alabama Department of Economic Affairs (ADECA 16-HS-M5) utilized to provide overtime funding for DUI enforcement, and

WHEREAS, said applicant agrees to be accountable for providing grant program management:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Todd Strange, Mayor of the City of Montgomery, in his official capacity, be authorized to make application to the Alabama Law Enforcement Traffic Safety Division for \$102,372.00.

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 Smith 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. 16-2015

WHEREAS, the State of Alabama, under the Omnibus Crime Control and Safe Streets Act of 1968 (P.L. 90-351 as amended) and other appropriate federal authorizations, through the Department of Economic and Community Affairs, Law Enforcement Traffic Safety Division, is offering financial assistance for approved highway safety projects; and

WHEREAS, the City of Montgomery Planning Department's Highway Safety Division is of the opinion that it would be beneficial to make application for such assistance in the amount of \$25,783.00 for a Section 405b, administered by Alabama Department of Transportation (ALDOT) & Alabama Department of Economic Affairs utilized to provide overtime funding during the FY16 "Click it or Ticket" mobilization for seat belt enforcement, and

WHEREAS, said applicant agrees to be accountable for providing grant program management:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Todd Strange, Mayor of the City of Montgomery, in his official capacity, be authorized to make application to the Alabama Law Enforcement Traffic Safety Division for \$25,783.00.

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 Smith 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. 17-2015

WHEREAS, the State of Alabama, under the Omnibus Crime Control and Safe Streets Act of 1968 (P.L. 90-351 as amended) and other appropriate federal authorizations, through the Department of Economic and Community Affairs, Law Enforcement Traffic Safety Division, is offering financial assistance for approved highway safety projects; and

WHEREAS, the City of Montgomery Planning Department's Highway Safety Division is of the opinion that it would be beneficial to make application for such assistance in the amount of \$20,805.00 for a Section 410 Alcohol Grant, administered by Alabama Department of Transportation (ALDOT) & Alabama Department of Economic Affairs utilized to provide overtime funding during the FY16 Labor Day "Drive Sober or Get Pulled Over" mobilization for DUI enforcement, and

WHEREAS, said applicant agrees to be accountable for providing grant program management:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Todd Strange, Mayor of the City of Montgomery, in his official capacity, be authorized to make application to the Alabama Law Enforcement Traffic Safety Division for \$20,805.00.

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 Smith 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. 18-2015

WHEREAS, J K Company LLC, d/b/a WOW Wings Sports Café, 1000 Eastdale Mall, has filed an application for a Restaurant Retail Liquor 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, J K Company LLC, d/b/a WOW Wings Sports Café, 1000 Eastdale Mall, be and is hereby approved for a Restaurant Retail Liquor License, and concurrence in the issuance of the license by the State of Alabama Alcoholic Beverage Control Board.

Mr. Kirk Kemp was present representing this item. No one was present in opposition of 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. 19-2015

WHEREAS, WOW Buffalo Wings LLC, d/b/a WOW Wings, 1130 Ann Street, has filed an application for a Restaurant Retail Liquor 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, WOW Buffalo Wings LLC, d/b/a WOW Wings, 1130 Ann Street, be and is hereby approved for a Restaurant Retail Liquor License, and concurrence in the issuance of the license by the State of Alabama Alcoholic Beverage Control Board.

Mr. Kirk Kemp was present representing this item. No one was present in opposition of 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. 20-2015

WHEREAS, HIRAL INC, d/b/a Northchase Chevron, 2615 Cong. W. L. Dickinson Drive, 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, HIRAL INC, d/b/a Northchase Chevron, 2615 Cong. W. L. Dickinson Drive, 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. Danny Patel was present representing this item. No one was present in opposition of this item.

Councillor Smith 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 Smith 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. 21-2015

WHEREAS, KANRE INC, d/b/a Tobacco N Beverage III, 4220 Mobile Highway, has filed an application for a Lounge Retail Liquor–Class II (Package) 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, KANRE INC, d/b/a Tobacco N Beverage III, 4220 Mobile Highway, be and is hereby approved for a Lounge Retail Liquor–Class II (Package) License, and concurrence in the issuance of the license by the State of Alabama Alcoholic Beverage Control Board.

Mr. Abu Kamal 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. 22-2015

WHEREAS, OPK Enterprises LLC, d/b/a OK Mini Mart, 427 West Fairview Avenue, has filed an application for a Lounge Retail Liquor–Class II (Package) 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, OPK Enterprises LLC, d/b/a OK Mini Mart, 427 West Fairview Avenue, be and is hereby approved for a Lounge Retail Liquor–Class II (Package) License, and concurrence in the issuance of the license by the State of Alabama Alcoholic Beverage Control Board.

Mr. Necati Yilmaz was present representing this item. No one was present in opposition to this item.

Councillor Lee 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 Lee 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. 23-2015

WHEREAS, E. Mark Porterfield, a/k/a M&M Mobility, Inc., d/b/a Caliber Patient Care, has made application for a permit to operate an Alternative Transportation Service in the City of Montgomery; and

WHEREAS, rules and regulations set out in Chapter 6, Article VIII, of The Code of Ordinances of the City of Montgomery, have been complied with:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, E. Mark Porterfield, a/k/a M&M Mobility, Inc., d/b/a Caliber Patient Care, be and is hereby granted approval to operate an Alternative Transportation Service in the City of Montgomery.

Mr. Mark Porterfield was present representing this item.

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 the following proposed resolution:

RESOLUTION NO. 24-2015

WHEREAS, Cory Johnson, d/b/a Joshua Agency, has made application for a permit to operate an Alternative Transportation Service in the City of Montgomery; and

WHEREAS, rules and regulations set out in Chapter 6, Article VIII, of The Code of Ordinances of the City of Montgomery, have been complied with:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, Cory Johnson, d/b/a Joshua Agency, be and is hereby granted approval to operate an Alternative Transportation Service in the City of Montgomery.

Mr. Cory Johnson was present representing 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 the following proposed resolution:

RESOLUTION NO. 103-2014

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.

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**DEMOLITION COST RESOLUTION
2/3/2015**

<p>1 STATE OF ALABAMA 2011 TAX SALE MONTGOMERY AL 36104</p>	<p>Housing Code 0 0000037107</p>	<p>Property: 571 SOUTH UNION ST Parcel: 10 04 18 1 011 014.000 Size: 52 X 85 IRR</p>
<p>Location/Remarks: EAST SIDE OF S UNION ST/ 1 NORTH OF 577,E/S 4N GROVE Assessed description: BEG E SIDE OF UNION ST 260FT N OF GROVE ST E FT N 52FT W 75FT S 52FT TO POB MONTGY BY WILL</p>		
<p>Authorized by Council on 2/4/2014</p>	<p>Contractor Charge: \$2,800.00</p>	<p>Balance: \$2,800.00</p>

<p>2 MCGOUGH TIMOTHY 320 LEXINGTON CIR ATHENS GA 30605</p>	<p>Housing Code 0 0000051424</p>	<p>Property: 726 WOODROW ST Parcel: 11 06 24 2 019 015.003 Size: 37.5 X 150</p>
<p>Location/Remarks: N/S WOODROW ST 2/E OF 740 Assessed description: Platname WOODROW PLACE Lot 17 Block 7</p>		
<p>Authorized by Council on 10/15/2013</p>	<p>Contractor Charge: \$2,000.00</p>	<p>Balance: \$2,000.00</p>

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. 26-2015

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.

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**NUISANCE RESOLUTION FOR COUNCIL DATE
02/03/2015**

- | | | | |
|--|--|--|---|
| 1 | CREWSERS INC
PO BOX 210999
MONTGOMERY AL 36121 | Housing Code
2015
C00018027
718 | Property: 2409 CONG W L DICKINSON
DR
Parcel: 04 07 35 2 002 009.000
Size: 500 X 400 IRR
Loads |
| Location/Remarks: W/S 1 NORTH 2381 CONG W.L. DICKENSON | | | |
| Assessed description: COM NW COR NW1/4 SEC 35 T17N R18E TH SELY 850 TH SLY 80 TH SELY 500 TO POB TH
NELY 350 TH SELY 400 TH SWLY 500 TH NWLY 200 TH NELY 150 TH NWLY 200 TO POB | | | |
| Violation: - Debris - Litter. Junk. Trash - Overgrown Grass - Tree Limbs - Weeds - | | | |
| | | | |
| 2 | WELLS FARGO BANK
MAC #X2505-01A. 1 HOME
CAMPUS
DES MOINES IA 50328 | Housing Code
2015
C00018089
718 | Property: 104 FIRST ST (1ST ST
BOYLSTON)
Parcel: 04 09 29 1 013 007 000
Size: 62.5X120
Loads |
| Location/Remarks: E/S 4 N OF JOHNSON AVE | | | |
| Assessed description: Platname WEST BOYLSTON 4
Lot 14
Block 2 | | | |
| Violation: - Tree Limbs - Tree Violation - | | | |
| | | | |
| 3 | WILLIAMS WAYNMOND KEITH &
WILLIAMS TARA ELAINE
54 MICHIGAN AVE
MONTGOMERY AL 36110-0000 | Housing Code
2015
C00018238
718 | Property: 54 MICHIGAN AVE
Parcel: 04 09 29 3 011 030 000
Size: 100 X 200
Loads |
| Location/Remarks: N/S 1 WEST 52 MICHIGAN | | | |
| Assessed description: Platname MICHIGAN & WEST LINE SEC 29
Lot 4
Block | | | |
| Violation: - Appliances - Debris - Litter. Junk. Trash - | | | |
| | | | |
| 4 | STATE OF ALABAMA 2011 TAX
SALE
MONTGOMERY AL 36104 | Housing Code
2015
C00018161
718 | Property: 103 ROTARY ST
Parcel: 04 09 29 4 002 013 000
Size: 57 X 150 IRR
Loads |
| Location/Remarks: N/S 1 W OF 105 | | | |
| Assessed description: Platname VANDIVER PLACE
Lot 18
Block 6 | | | |
| Violation: - Debris - Litter. Junk. Trash - Overgrown Grass - Tires - Tree Limbs - Weeds - | | | |
| | | | |
| 5 | STATE OF ALABAMA 2004 TAX
SALE
MONTGOMERY AL 36104-0000 | Housing Code
2015
C00018160
718 | Property: 110 ROTARY ST
Parcel: 04 09 29 4 003 008 000
Size: 50 X 150
Loads |
| Location/Remarks: V/LOT.SOUTH SIDE OF ROTARY ST/1 EAST OF 108 | | | |
| Assessed description: Platname VANDIVER PLACE
Lot 6
Block 3 | | | |
| Violation: - Debris - Litter. Junk. Trash - Overgrown Grass - Tree Limbs - Weeds - | | | |
| | | | |
| 6 | VON G MEMORY PA
C/O CURTIS ROTEN 106 ROTARY
ST
MONTGOMERY AL 36110 | Housing Code
2015
C00018159
718 | Property: 106 ROTARY ST
Parcel: 04 09 29 4 003 010 000
Size: 50 X 150
Loads |
| Location/Remarks: S/S 3 EAST CIVITAN | | | |
| Assessed description: Platname VANDIVER PLACE
Lot 4
Block 3 | | | |
| Violation: - Bldg. Material - Debris - Litter. Junk. Trash - Overgrown Grass - Tree Limbs - Weeds - | | | |

**NUISANCE RESOLUTION FOR COUNCIL DATE
02/03/2015**

7	PETTY JERRY G 331 JOES FISH CAMP RD TITUS AL 36080	Housing Code 2015 C00018257 718	Property: 407 EAST PARK AVE (CHISHOLM) Parcel: 04 09 32 1 002 016 000 Size: 50 X 150 IRR Loads:
Location/Remarks: N/S 2 EAST MONTCLAIR Assessed description: Platname GARDENDALE EST 3 Lot 2 Block B Violation: - Appliances -			
8	LUTZ MARY ANN & LUTZ COREY L 1100 BRIAR CLIFF RD MONROVIA CA 91016	Housing Code 2015 C00018255 718	Property: 219 EAST PARK AVE (CHISHOLM) Parcel: 04 09 32 1 004 045 002 Size: 50 X 153 Loads:
Location/Remarks: N/S 2 EAT 217 PARK AVE Assessed description: Platname T M JOHNSON PLAT Lot 10 Block A Violation: - Debris - Litter - Junk - Trash -			
9	MGC DEVELOPMENT INC 3171 ROSEMONT CT MILLBROOK AL 36054	Housing Code 2015 C00018071 718	Property: 323 EAST PARK AVE (CHISHOLM) Parcel: 04 09 32 1 004 052 000 Size: 50 X 150 Loads:
Location/Remarks: N/S 1 EAST 319 PARK AVE Assessed description: Platname GARDENDALE EST 3 Lot 7 Block A Violation: - Debris - Furniture - Litter - Junk - Trash -			
10	STATE OF ALABAMA 2006 TAX SALE MONTGOMERY AL 36104	Housing Code 2015 C00018273 718	Property: 316 BROADWAY ST Parcel: 04 09 32 1 020 012 000 Size: 111.3 X 100 Loads:
Location/Remarks: VACANT LOT. SEC OF PICKENS ST Assessed description: Platname PICKENS RESUB Lot 103A Block # Violation: - Debris - Litter - Junk - Trash -			
11	CAGLE GEORGE M C/O MGC DEVELOPMENT INC 3171 ROSEMONT CT MILLBROOK AL 36054	Housing Code 2015 C00018069 718	Property: 414 GARDENDALE DR Parcel: 04 09 32 1 022 014 000 Size: 60 X 125 Loads:
Location/Remarks: SOUTH SIDE OF GARDENDALE DR/1 EAST OF 410 Assessed description: Platname GARDENDALE EST 2 Lot 4 Block F Violation: - Debris - Furniture - Litter - Junk - Trash -			
12	DELTA PROPERTIES LLC 403 7TH ST TALLASSEE AL 36078	Housing Code 2015 C00018258 718	Property: 458 EAST PARK AVE (CHISHOLM) Parcel: 04 09 32 1 023 003 000 Size: 50 X 150 Loads:
Location/Remarks: S/S 3 WEST FAIRGROUND RD Assessed description: Platname GARDENDALE EST 3 Lot 15 Block E Violation: - Bldg - Material - Debris - Furniture - Litter - Junk - Trash - Tree Limbs - Tree Violation -			

**NUISANCE RESOLUTION FOR COUNCIL DATE
02/03/2015**

13	CRONIN DANNY L & CRONIN VENETIA R 454 E PARK AVE MONTGOMERY AL 36110-2038	Housing Code 2015 C00018259 718	Property: 454 EAST PARK AVE (CHISHOLM) Parcel: 04 09 32 1 023 004 000 Size: 50 X 150 Loads
	Location/Remarks S/S 4 WEST FAIRGROUNDS RD Assessed description Platname GARDENDALE EST Lot 14 Block E Violation: - Bldg. Material - Debris - Furniture - Litter. Junk. Trash - Tree Limbs - Tree Violation -		
14	MGC DEVELOPMENT INC 3171 ROSEMONT CT MILLBROOK AL 36054	Housing Code 2015 C00018261 718	Property: 351 GARDENDALE DR Parcel: 04 09 32 1 024 027 000 Size: 60 X 125 Loads
	Location/Remarks N/S. 2 W OF MONTCLAIR DR. Assessed description Platname GARDENDALE EST Lot 16 Block H Violation: - Debris - Furniture - Litter. Junk. Trash -		
15	NORWOOD DOROTHY F 1310 MAGNOLIA AVE MONTGOMERY AL 36106-0000	Housing Code 2015 C00018260 718	Property: 350 GARDENDALE DR Parcel: 04 09 32 1 025 002 000 Size: 60 X 125 Loads
	Location/Remarks S/S 2 WEST MONTCLAIR DR. Assessed description Platname GARDENDALE 2 Lot 13 Block G Violation: - Debris - Furniture - Litter. Junk. Trash -		
16	MGC DEVELOPMENT INC 3171 ROSEMONT CT 4131 CARMICHAEL RD MILLBROOK AL 36054	Housing Code 2015 C00018253 718	Property: 337 CHISHOLM ST Parcel: 04 09 32 1 025 024 000 Size: 60 X 125 Loads
	Location/Remarks NORTHSIDE. 5 WEST OF MONTCLAIR Assessed description Platname GARDENDALE EST 1 Lot 19 Block G Violation: - Appliances - Debris - Litter. Junk. Trash -		
17	STATE OF ALABAMA MONTGOMERY AL 36130	Housing Code 2015 C00018254 718	Property: 326 CHISHOLM ST Parcel: 04 09 32 1 026 005 000 Size: 100 X 175 Loads
	Location/Remarks S/S 1 WEST 328 Assessed description Platname GRIFFITH PLAT Lot 27 Block G Violation: - Debris - Litter. Junk. Trash - Tree Limbs -		
18	NICHOLS JOHN S 345 DOZIER AVE THOMASVILLE AL 36784-0000	Housing Code 2015 C00018228 718	Property: 1814 TEXAS CT Parcel: 04 09 32 4 011 029 000 Size: 65 X 120 Loads
	Location/Remarks S/S SW TEXAS Assessed description Platname PINECREST 1 Lot 20 Block 17 Violation: - Debris - Furniture - Litter. Junk. Trash -		

**NUISANCE RESOLUTION FOR COUNCIL DATE
02/03/2015**

19	JARRY PATRICIA A 9406 COLLETON WAY MONTGOMERY AL 36117	Housing Code 2015 C00018094 710	Property: 9406 COLLETON WAY Parcel: 09 08 34 0 010 006 000 Size: 29 71 X 14 16 IRR Loads
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Location/Remarks: W/S OF COLLETON WAY 2 S. OF DEER CREEK BLVD
Assessed description: Platname DEER CREEK POD R PLAT 1
Lot 85
Block A

Violation: - Junk Vehicles -

20	CHERNAU MARC J & WILENSKY FRANK PO BOX 71804 MARIETTA GA 30007	Housing Code 2015 C00018164 718	Property: 633 GROVELAND DR Parcel: 10 01 01 2 005 027 000 Size: 65 X 160 Loads
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Location/Remarks: N/S 9 WEST LAWNSDALE LN
Assessed description: Platname PECAN GROVE ESTS 3
Lot 27
Block B

Violation: - Tree Limbs - Tree Violation -

21	STANFORD RALPH M & STANFORD TERESA PO BOX 454 HOPE HULL AL 36043	Housing Code 2015 C00018163 718	Property: 637 GROVELAND DR Parcel: 10 01 01 2 005 028 000 Size: 65 X 160 Loads
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Location/Remarks: NORTHSIDE OF GROVELAND DR. 1ST PARCEL WEST OF 641
Assessed description: Platname PECAN GROVE ESTS 2
Lot 28
Block B

Violation: - Tree Limbs - Tree Violation -

22	STOCKARD ANTHONY M 367 FOREST PARK DR MONTGOMERY AL 36109-0000	Housing Code 2015 C00018141 702	Property: 367 FOREST PARK DR Parcel: 10 02 09 1 011 058 003 Size: 80 X 133 3 IRR Loads
----	--	--	---

Location/Remarks: ES 1 S OF 361
Assessed description: Platname FOREST HILLS ADDITION 6
Lot 24
Block B

Violation: - Debris - Furniture -

23	SOURCE HOLDINGS LLC 7507 MOSSY OAK DR MONTGOMERY AL 36117	Housing Code 2015 C00018140 702	Property: 17 OAK FOREST DR Parcel: 10 02 09 3 002 002 000 Size: 55 X 150 Loads
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Location/Remarks: EASTSIDE OF OAK FOREST DR. 5TH NORTH OF BREWTON ST
Assessed description: Platname OAK FOREST RESUB LOT 5
Lot 66
Block #

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

24	CALDWELL PATSY & EDDIE JAMES & JENEFER C/O EDDIE CORBETT 1421 N RIPLEY ST MONTGOMERY AL 36104-0000	Housing Code 2015 C00018239 718	Property: 1419 NORTH RIPLEY ST Parcel: 10 03 06 4 025 017 000 Size: 100 X 156 8 IRR Loads
----	--	--	--

Location/Remarks: W/S 2 S OF 1429
Assessed description: Platname JOHNSON ADD TO NORTH MONTGY
Lot 11
Block 2

Violation: - Auto Parts - Bldg Material - Debris - Junk Vehicles - Litter, Junk, Trash - Overgrown Grass - Tires - Weeds -

**NUISANCE RESOLUTION FOR COUNCIL DATE
02/03/2015**

25	MEDICAL PLACE INC PO BOX 6121 MONTGOMERY AL 36106	Housing Code 2015 C00018085 717	Property 15 SOUTH COURT ST Parcel: 10 03 07 3 303 039 000 Size: 20 X 100 Loads
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Location/Remarks: E/S. S OF DEXTER. BETWEEN 11 & 19.
Assessed description: LOT 15 S CT ST BEING PART 7 E SIDE CT ST STOR15 S CT ST MONTGY MAP BK 0 P 196 LESS
PT TO CITY
Violation - Graffiti -

26	BACANI LENA N 405 HIGHLAND PL MONROVIA CA 91016	Housing Code 2015 C00018274 718	Property 32 VONORA AVE Parcel: 10 03 08 2 015 008 000 Size: 50 X 125 Loads
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Location/Remarks: E/S 3 NORTH MADISON AVE.
Assessed description: Platname ARONOV
Lot 23
Block 7
Violation - Debris - Litter. Junk. Trash -

27	KWON JAE 1716 MIRIAM ST MONTGOMERY AL 36107	Housing Code 2015 C00018145 702	Property 1716 MIRIAM ST Parcel: 10 03 08 3 013 005 000 Size: 47 5 X 150 IRR Loads
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Location/Remarks: S/S 2 E OF CAPITOL PARKWAY
Assessed description: Platname ISAAC FRANCO
Lot 31
Block B
Violation - Debris - Furniture - Litter. Junk. Trash -

28	LAMBERT DERRICK V & LAMBERT GUENADA M 340 ARTHUR ST N MONTGOMERY AL 36107	Housing Code 2015 C00018143 702	Property 340 ARTHUR ST Parcel: 10 03 08 4 009 015 000 Size: 50 X 142.5 Loads
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Location/Remarks: WS 1 S OF 336
Assessed description: Platname CAMPBELL
Lot 12
Block 1
Violation - Debris - Furniture - Litter. Junk. Trash -

29	REAMES CAROLYN S 626 FEDERAL DR MONTGOMERY AL 36107	Housing Code 2015 C00018138 702	Property 2118 CAPITOL AVE Parcel: 10 03 08 4 035 006 000 Size: 50 X 125 Loads
----	---	--	---

Location/Remarks: SS 5 E OF MARYLAND
Assessed description: Platname CAPITOL HEIGHTS
Lot 3
Block 33
Violation - Debris - Furniture - Litter. Junk. Trash -

30	SOURCE HOLDINGS LLC 7507 MOSSY OAK DR MONTGOMERY AL 36117	Housing Code 2015 C00018142 702	Property 300 CALLOWAY ST Parcel: 10 03 08 4 037 022 000 Size: 50 X 150 Loads
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Location/Remarks: WS 1 N OF 306
Assessed description: Platname IRVIN PLACE
Lot 19
Block 3
Violation - Debris - Furniture -

NUISANCE RESOLUTION FOR COUNCIL DATE
02/03/2015

- | | | | |
|---|---|--|--|
| 31 | TRAVER JOHN P
30737 BURNING TREE DR
CANYON LAKE CA 92587 | Housing Code
2015
C00018268
702 | Property: 608 BUFORD ST
Parcel: 10 04 17 1 010 011 000
Size: 58 X 150
Loads |
| Location/Remarks: WEST SIDE OF BUFORD ST/2 NORTH OF HIGHLAND | | | |
| Assessed description: HIGHLAND PARK SECTION 22 PLAT BK 1 PAGE 106 5 LOT S1/3 208 BLK B SEC 22 HIGHLAND
PARK MAP BP 106 5 | | | |
| Violation: - Junk Vehicles - | | | |
| | | | |
| 32 | BARRERA ANGEL & BARRERA
JAVIER
2309 E 5TH ST
MONTGOMERY AL 36107 | Housing Code
2015
C00018234
702 | Property: 2309 EAST FIFTH ST (OP)
Parcel: 10 04 17 4 022 013 000
Size: 50 X 150
Loads |
| Location/Remarks: N/S 3E BRYAN | | | |
| Assessed description: Platname UPLANDS
Lot 13
Block 13 | | | |
| Violation: - Appliances - Bldg. Material - Debris - Junk Vehicles - Litter. Junk. Trash - Overgrown Grass - Weeds
- | | | |
| | | | |
| 33 | J OR J PROPERTIES LLC
403 7TH ST
TALLASSEE AL 36078 | Housing Code
2015
C00018233
702 | Property: 2228 EAST FIFTH ST (OP)
Parcel: 10 04 17 4 028 003 000
Size: 50 X 150
Loads |
| Location/Remarks: SOUTHSIDE & 3 WEST OF BRYAN STREET | | | |
| Assessed description: Platname UPLANDS
Lot 3
Block 16 | | | |
| Violation: - Debris - Litter. Junk. Trash - Overgrown Grass - Weeds - | | | |
| | | | |
| 34 | THAGGARD TIM
2212 E 5TH ST OP
MONTGOMERY AL 36106 | Housing Code
2015
C00018200
702 | Property: 2212 EAST FIFTH ST (OP)
Parcel: 10 04 17 4 028 006 000
Size: 50 X 150
Loads |
| Location/Remarks: SOUTHSIDE OF 5TH ST OP. 4TH PARCEL EAST OF TEAGUE ST | | | |
| Assessed description: Platname UPLANDS
Lot 7
Block 16 | | | |
| Violation: - Debris - Litter. Junk. Trash - Overgrown Grass - Weeds - | | | |
| | | | |
| 35 | GALLION JOHN GOODWYN
1826 S HULL STREET
MONTGOMERY AL 36104 | Housing Code
2015
C00018235
723 | Property: 937 SOUTH HULL ST
Parcel: 10 04 18 3 010 011 000
Size: 50 X 150
Loads |
| Location/Remarks: N E CORNER OF CRAMER | | | |
| Assessed description: Platname CRAMER PLAT
Lot 6
Block 5 | | | |
| Violation: - Bldg. Material - Debris - Litter. Junk. Trash - Weeds - Wood - | | | |
| | | | |
| 36 | BROWN RUEBEN
117 S ANTON DR
MONTGOMERY AL 36105 | Housing Code
2015
C00018075
723 | Property: 457 CRAMER AVE
Parcel: 10 04 18 3 010 017 000
Size: 50 X 150
Loads |
| Location/Remarks: NORTH SIDE 6 EAST S HULL | | | |
| Assessed description: Platname CRAMER PLAT
Lot 19
Block 5 | | | |
| Violation: - Bldg. Material - Debris - Litter. Junk. Trash - Overgrown Grass - Tree Limbs - Weeds - Wood - | | | |

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37	MANDELBAUM MICHAEL PO BOX 843 MONTGOMERY AL 36101	Housing Code 2015 C00018074 723	Property 420 CRAMER AVE Parcel: 10 04 18 3 011 008 000 Size: 50 X 158 Loads:
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Location/Remarks: SS 2 EAST S HULL
Assessed description: Platname CRAMER PLAT
Lot 4
Block 6
Violation: - Bldg Material - Debris - Litter. Junk. Trash - Overgrown Grass - Tree Limbs - Weeds -

38	COHEN JOEL H C/O SERVISFIRST BANK ONE COMMERCE ST SUITE 200 MONTGOMERY AL 36103	Housing Code 2015 C00018108 723	Property 1745 SOUTH COURT ST Parcel: 10 04 19 2 005 007 000 Size: 225 X 300 Loads:
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Location/Remarks: SOUTH COURT ST & HOWARD
Assessed description: Platname MAPLEWOOD
Lot 9
Block 1
Violation: - Debris - Litter. Junk. Trash - Overgrown Grass - Tree Limbs - Weeds -

39	BANTA CATHERINE M C/O MONTGOMERY HOMES MONTGOMERY AL 36106	Housing Code 2015 C00018246 723	Property 2115 COLLEGE ST Parcel: 10 04 20 2 013 007 000 Size: 60 X 175 Loads:
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Location/Remarks: ES 2 SOUTH CARTER HILL
Assessed description: Platname CLOVERDALE RIDGE
Lot 2
Block 7
Violation: - Debris - Litter. Junk. Trash -

40	MILLEDGE JAMES P O BOX 17214 HUNTSVILLE AL 35810	Housing Code 2015 C00018133 702	Property 3420 DUNDALE RD Parcel: 10 05 15 3 011 010 000 Size: 75 X 160 Loads:
----	--	--	---

Location/Remarks: E/S OF DUNDALE RD 4 N OF FARWOOD DR
Assessed description: Platname PERRY HILL HOMES 1
Lot 17
Block M
Violation: - Debris - Litter. Junk. Trash - Overgrown Grass - Tree Limbs - Weeds -

41	PIERCE TOMMY PO BOX 241736 MONTGOMERY AL 36124	Housing Code 2015 C00018248 702	Property 1233 BEECHDALE RD Parcel: 10 05 15 4 008 007 000 Size: 75 X 160 Loads:
----	--	--	---

Location/Remarks: E/S OF BEECHDALE RD 4 N OF FARWOOD DR
Assessed description: Platname PERRY HILL HOMES 3
Lot 14
Block H
Violation: - Furniture - Junk Vehicles -

42	VESS CHARLES M PO BOX 566 COLLEYVILLE TX 76034	Housing Code 2015 C00018219 702	Property 1100 ANN ST Parcel: 10 05 16 2 009 020 000 Size: 242.5 X 180 IRR Loads:
----	--	--	--

Location/Remarks: NW COR CHESTNUT
Assessed description: BEG AT THE NW COR OF CHESTNUT & ANN ST TH NLY 242.5 TH W 10 TH S 10 TH WLY 23 TH
SWLY 205 TH S 58 TH SELY 29.9 TH SLY 68 TH ELY 180 TO POB
Violation: - Debris - Litter. Junk. Trash -

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43	CAMPBELL CHEMEKA S 5733 HITCHING POST CT MONTGOMERY AL 36116	Housing Code 2015 C00018015 710	Property: 5733 HITCHING POST CT Parcel: 10 07 25 2 002 003 012 Size: 80.9 X 138.1 IRR Loads
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Location/Remarks: W/S OF HITCHING POST CT 2 N OF HITCHING POST LANE
Assessed description: Platname CARRIAGE HILLS ADD PLAT 2
Lot 4
Block D
Violation: - Debris - Furniture - Litter, Junk, Trash -

44	ANIMAR INC PO BOX 230963 MONTGOMERY AL 36123-0963	Housing Code 2015 C00018147 710	Property: 3201 EASTERN BLVD Parcel: 10 07 26 4 005 001 001 Size: 100 X 150 Loads
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Location/Remarks: S/E CORNER OF EASTERN BLVD AND BUCKBOARD RD.
Assessed description: Platname SOUTHLAND COMMERCIAL #3
Lot A
Block #
Violation: - Debris - Litter, Junk, Trash -

45	LEMKE PALOW ALAN & ENRIQUETA M 2627 MCGEHEE RD MONTGOMERY AL 36111-1621	Housing Code 2015 C00018209 710	Property: 2627 MCGEHEE RD Parcel: 10 08 28 2 009 033 000 Size: 84.3 X 248.2 Loads
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Location/Remarks: N/S OF MCGEHEE RD 5 E OF CHEROKEE DR
Assessed description: Platname MCGEHEE EST 4A
Lot 5
Block C
Violation: - Debris - Junk Vehicles - Litter, Junk, Trash -

46	GREEN APPLE HOMES LLC C/O PROVIDENT TRUST GROUP LLC FBO ERIC BISTRUP SOLO K 8880 SUNSET ROAD, SUITE 250 LAS VEGAS NV 89148	Housing Code 2015 C00018286 723	Property: 1340 ADRIAN LN Parcel: 10 09 29 3 011 012 000 Size: 50 X 182.5 Loads
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Location/Remarks: S/S 8 E OF AUDUBON RD
Assessed description: Platname ROLANDO
Lot 12
Block 3
Violation: - Appliances - Debris - Litter, Junk, Trash - Tree Limbs -

47	DELTA PROPERTIES LLC 403 7TH ST TALLASSEE AL 36078	Housing Code 2015 C00018241 710	Property: 2157 MONA LISA DR Parcel: 10 09 29 4 008 030 000 Size: 75 X 187.5 Loads
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Location/Remarks: N/S OF MONA LISA DR 8 W OF POWELLDALDA DR
Assessed description: Platname POWELLDALDA 1
Lot 16
Block 9
Violation: - Appliances - Debris - Junk Vehicles - Litter, Junk, Trash -

48	MORTGAGE GUARANTEED INVESTMENTS LLC 2900 DELK ROAD, SUITE 700 DACULA GA 30067	Housing Code 2015 C00018110 723	Property: 3514 PRINCETON RD Parcel: 10 09 30 1 008 029 000 Size: 82.2 X 187.4 IRR Loads
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Location/Remarks: WEST SIDE 12 SOUTH AUGUSTA
Assessed description: Platname CLOVERDALE 2
Lot 17
Block #
Violation: - Auto Parts - Bldg Material - Debris - Litter, Junk, Trash - Overgrown Grass - Tires - Tree Limbs -
Tree Stumps - Weeds -

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49	WINDSOR PROPERTIES LP 2305 ST CHARLES ST MONTGOMERY AL 36107	Housing Code 2015 C00018061 723	Property: 625 EAST PATTON AVE Parcel: 10 09 30 4 012 017 000 Size: 110 X 150 Loads
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Location/Remarks: NORTHSIDE & 5 EAST OF LEBRON
Assessed description: Platname NORMANDEALE EST SECTION 2
Lot 20
Block 11
Violation: - Auto Parts - Debris - Furniture - Junk Vehicles - Litter, Junk, Trash - Overgrown Grass - Tires - Weeds -

50	STATE OF ALABAMA MONTGOMERY AL 36130	Housing Code 2015 C00018207 716	Property: 1059 HERRON ST Parcel: 11 01 11 4 013 001 000 Size: 298 X 220 Loads
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Location/Remarks: SOUTHSIDE OF HERRON ST. 2ND EAST OF COVINGTON
Assessed description: Platname WEST END
Lot 1
Block P
Violation: - Debris - Furniture - Litter, Junk, Trash - Wood -

51	S S EAGLES LLC P O BOX 792 MILLBROOK AL 36054	Housing Code 2015 C00018237 716	Property: 235 COVINGTON ST Parcel: 11 01 11 4 014 001 000 Size: 299 X 306 Loads
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Location/Remarks: SOUTHEAST CORNER OF HERRON
Assessed description: Platname WEST END
Lot 1
Block R
Violation: - Debris - Furniture - Litter, Junk, Trash - Wood -

52	SMITH CHARLES EARNEST 1218 HERRON ST MONTGOMERY AL 36104-3040	Housing Code 2015 C00018206 716	Property: 117 CRENSHAW ST Parcel: 11 01 11 4 015 007 000 Size: 45 5 X 100 Loads
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Location/Remarks: EASTSIDE & 2 NORTH OF HERRON
Assessed description: Platname WEST END
Lot 8
Block L
Violation: - Graffiti -

53	STANDARD TAYLOR INDUSTRIES INC PO BOX 1309 MONTGOMERY AL 36102-1309	Housing Code 2015 C00018252 717	Property: 177 LEE ST Parcel: 11 01 12 4 404 027 000 Size: 87 9 X 70.5 Loads
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Location/Remarks: W/S. 2 S MONTGOMERY ST. 1 N TROY STATE PARKING LOT
Assessed description: COM AT THE SW COR OF LEE ST & MONTGOMERY ST TH SELY 113.9 TO POB TH SWLY 70.5 TH SELY 88.1 TH NELY 70.5 TH NWLY 87.9 TO POB
Violation: - Graffiti -

54	RUSSELL WOODLANDS LLC 3378 TANKVIEW CT MONTGOMERY AL 36108	Housing Code 2015 C00018084 716	Property: 525 AIR BASE BLVD Parcel: 11 05 15 4 005 001 000 Size: 84X150 IRR Loads
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Location/Remarks: SOUTHEAST CORNER OF THORINGTON RD
Assessed description: BEG N SIDE AIR BASE BLVD INT OF S LINE R/W WESTERN OF ALA RR NELY 84FT TO E SIDE OLD THORNINGTON RD SWLY ALONG SAID RD 147FT SWLY 124.5FT TO E SIDE AIR BASE BLVD NWLY ALONG SARD 150FT TO POB BEING IN NW1/4 OF SE1/4 15 16MONTGY
Violation: - Debris - Litter, Junk, Trash - Overgrown Grass - Weeds -

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55	ITNOA LLC PO BOX 9096 MONTGOMERY AL 36108	Housing Code 2015 C00018165 717	Property 478 MOBILE ST Parcel: 11 06 13 1 005 007 000 Size: 52X105 Loads
Location/Remarks: VACANT LOT NORTHWEST CORNER OF CLAYTON PARK			
Assessed description: LOT 52X105FT NW COR MOBILE & CLAYTON PK 13 16			
Violation: - Auto Parts - Debris - Junk Vehicles - Litter. Junk. Trash -			
56	MCBRIDE SIMON PETER C/O LARRY PETTIWAY 751 BELVEDERE DR MONTGOMERY AL 36105	Housing Code 2015 C00018167 717	Property 436 CLAYTON PK Parcel: 11 06 13 2 001 012 000 Size: 45 X 150 IRR Loads
Location/Remarks: E/S. 1 E 442			
Assessed description: Platname RANDOLPH Lot 14 Block #			
Violation: - Auto Parts - Junk Vehicles - Repair of Motor Vehicles -			
57	5 STAR CONSORTIUM LLC PO BOX 1047 PHENIX CITY AL 36868	Housing Code 2015 C00018174 717	Property MOBILE ST Parcel: 11 06 13 2 010 022 000 Size: 60 X 150 Loads
Location/Remarks: WESTSIDE 2 NORTH OF MILDRED ST.			
Assessed description: Platname HAMNER HALL PLAT Lot 2 Block 2			
Violation: - Bldg. Material - Graffiti - Litter. Junk. Trash - Overgrown Grass - Weeds -			
58	5 STAR CONSORTIUM LLC PO BOX 1047 PHENIX CITY AL 36868	Housing Code 2015 C00018183 717	Property 504 MILDRED ST Parcel: 11 06 13 2 011 002 000 Size: 35 X 118 Loads
Location/Remarks: NORTH SIDE. 2 EAST OF MOBILE ST			
Assessed description: WINTER PLAT PLAT BK 1 PAGE 96 E PART LOT 6 & W 2/5 LOT 7 WINTER PLAT MONTGYMAP BK 1 P 96 SALE INCLUDES 11 6 13 2 11 3			
Violation: - Graffiti -			
59	LAW DEVIK 408 MCKINNEY ST MONTGOMERY AL 36104	Housing Code 2015 C00018184 717	Property 845 SOUTH HOLT ST Parcel: 11 06 13 3 002 012 000 Size: 40 X 120 Loads
Location/Remarks: NORTHEAST CORNER OF BULLOCK ST			
Assessed description: Platname PEACOCK TRACT Lot 11 Block B			
Violation: - Litter. Junk. Trash - Overgrown Grass - Weeds -			
60	GRACE FINANCIAL GROUP LLC 2616 LOCUST ST MONTGOMERY AL 36107	Housing Code 2015 C00018195 716	Property 1009 LEOLA ST Parcel: 11 06 13 3 005 003 000 Size: 35 X 109 Loads
Location/Remarks: VACANT LOT. SOUTH SIDE OF LEOLA ST/3 EAST OF OAK ST/3 W 1002 BRAGG			
Assessed description: PEACOCK TRACT SUB 6 BLK 5 PLAT BK 1 PAGE 125 LOT 35X100FT ON S SIDE DUSKIN ST 145FT E OF SCOR OAK ST & DUSKIN ST BEING PT RED 1 SUB 6 B5 PEACOCK TRACT MONTGY MAP BK 1 P 125 STATE TAX DEED # 52786 C/S 3-04-0128 DATED 5-25-2004 PAT MAGDON - 6/3/2009 8 13:22 AM			
Violation: - Debris - Litter. Junk. Trash - Overgrown Grass - Weeds -			

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61	STATE OF ALABAMA 2004 TAX SALE MONTGOMERY AL 36104-0000	Housing Code 2015 C00018194 716	Property 1045 OAK ST Parcel: 11 06 13 3 005 014 000 Size: 40 X 130 Loads:
Location/Remarks: VACANT EASTSIDE OF OAK ST. 3RD NORTH OF MILL ST			
Assessed description: Platname WINTER & LOEB RESUB Lot 20 Block #			
Violation: - Debris - Litter. Junk. Trash - Overgrown Grass - Weeds -			
62	STATE OF ALABAMA 2006 TAX SALE MONTGOMERY AL 36104	Housing Code 2015 C00018193 716	Property 1049 OAK ST Parcel: 11 06 13 3 005 015 000 Size: 40 X 130 Loads:
Location/Remarks: EASTSIDE OF OAK ST. 10TH SOUTH OF LEOLA ST			
Assessed description: Platname WINTER & LOEB SUB 6 BLK 5 Lot 19 Block 2			
Violation: - Debris - Litter. Junk. Trash - Overgrown Grass - Weeds -			
63	STATE OF ALABAMA MONTGOMERY AL 36130	Housing Code 2015 C00018187 717	Property 801 MILL ST Parcel: 11 06 13 3 021 001 000 Size: 60 X 65 Loads:
Location/Remarks: VACANT LOT. SOUTHWEST CORNER OF HOLT ST			
Assessed description: PEACOCK TRACT BLK 6 MECHANICSVILLE SUB PLAT BK 0 PAGE 185 LOT 65X60FT IN NE COR LOT 17 SUB 1 2 PAR 8 BLPEACOCK TRACT MECHANICSVILLE SUB MONTGY MAP BP 185			
Violation: - Debris - Litter. Junk. Trash - Overgrown Grass - Weeds -			
64	STATE OF ALABAMA 2007 TAX SALE MONTGOMERY AL 36104	Housing Code 2015 C00018186 723	Property 1015 SOUTH HOLT ST Parcel: 11 06 13 3 023 007 000 Size: 40 X 162 Loads:
Location/Remarks: VACANT LOT E'SIDE . 4 SOUTH OF COLUMBIA. 1 N 1019			
Assessed description: JANNEY & CHENEY SUB PLAT BK 1 PAGE 47 LOT 22 BLK F MOSES SUB BLK 2 PEACOCK TRACT MONTGY MAP BK 1 P 47			
Violation: - Debris - Litter. Junk. Trash - Overgrown Grass - Weeds -			
65	HODGE EDWARD KEITH 166 SHADYSIDE LN MONTGOMERY AL 36105	Housing Code 2015 C00018236 723	Property 854 SAYRE ST Parcel: 11 06 13 4 002 049 000 Size: 50 X 130 Loads:
Location/Remarks			
Assessed description: Platname FORD PLAT Lot 10 Block 4			
Violation: - Appliances - Auto Parts - Bldg. Material - Debris - Furniture - Litter. Junk. Trash - Overgrown Grass - Tree Limbs - Weeds -			
66	BOYD HAZEL GRAHAM 2569 7TH AVE APT 17C NEW YORK NY 10039-3222	Housing Code 2015 C00018153 716	Property 1328 PEACH ST Parcel: 11 06 14 4 017 031 000 Size: 50 X 100 Loads:
Location/Remarks: WESTSIDE OF PEACH ST. 2ND NORTH OF EARLY ST			
Assessed description: Platname CRAMTON SUB PEACOCK TRACT Lot 5 Block 3			
Violation: - Carpet - Debris - Litter. Junk. Trash -			

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67	BIBB ALLEN R 9809 RICHMOND AVE UNIT J-7 HOUSTON TX 77042-4525	Housing Code 2015 C00018155 716	Property: 1312 OAK ST Parcel: 11 06 14 4 017 074 000 Size: 63 X 138 Loads
Location/Remarks WESTSIDE. 4 S LINCOLN TERRACE			
Assessed description Platname LINCOLN TERRACE Lot 25 Block #			
Violation: - Debris - Junk Vehicles - Litter. Junk. Trash -			
68	STATE OF ALBAMA TAX SALE 2009 MONTGOMERY AL 36104	Housing Code 2015 C00018157 716	Property: 1300 OAK ST Parcel: 11 06 14 4 017 077 000 Size: 43 X 138 Loads.
Location/Remarks SOUTH WEST CORNER OF LINCOLN TER & OAK			
Assessed description Platname LINCOLN TERRACE Lot 28 Block #			
Violation: - Debris - Litter. Junk. Trash - Tree Limbs - Tree Stumps - Tree Violation - Wood -			
69	NOWDEN CAROLYN 129 W PATTON AVE MONTGOMERY AL 36105	Housing Code 2015 C00018192 716	Property: 1297 MOBILE RD Parcel: 11 06 14 4 018 020 000 Size: 125 X 105120 X 90 IRR Loads
Location/Remarks SOUTH SIDE OF MOBILE RD/10 NORTH EAST OF HILL ST			
Assessed description COM AT INT S ROW MOBILE RD & E ROW HILL ST TH NE 310 ALONG S ROW MOBILE RD TO POB TH NE 120 ALONG SAID ROW TH SE 90 TO N ROW SHERIDAN ST TH SW 120 ALONG SAID ROW TH NW 80 TO POB SEC 14 TL6N R17E			
Violation: - Debris - Litter. Junk. Trash - Overgrown Grass - Weeds -			
70	STATE OF ALABAMA 2003 TAX SALE 36104-0000	Housing Code 2015 C00018154 716	Property: 2147 EARLY ST Parcel: 11 06 23 1 002 006 000 Size: 48 X 150 Loads
Location/Remarks S/S 1 E OF 2155/1 WEST OF 2125/X FROM PEACH ST			
Assessed description Platname WESTCOTTVILLE Lot 8 Block 2			
Violation: - Debris - Litter. Junk. Trash - Overgrown Grass - Weeds -			
71	KNOX JACKSON JR 1804 SURREY TRAIL HELENA AL 35080	Housing Code 2015 C00018132 716	Property: 1415 SIERRA ST Parcel: 11 06 24 2 005 005 000 Size: 40 X 100 Loads
Location/Remarks EASTSIDE OF SIERRA ST: 3RD SOUTH OF EARLY ST			
Assessed description Platname WEST KENSINGTON Lot 103 Block #			
Violation: - Debris - Litter. Junk. Trash - Overgrown Grass - Weeds -			
72	BISHOP OF MOBILE C/O FAIRVIEW PLAZA INC PO BOX 235000 MONTGOMERY AL 36123-0000	Housing Code 2015 C00018217 716	Property: 864 W FAIRVIEW AV Parcel: 11 06 24 2 010 029 000 Size Loads
Location/Remarks NORTHSIDE & 2 EAST OF OAK STREET			
Assessed description Platname MAGNOLIA HEIGHTS Lot A Block #			
Violation: - Bldg. Material - Debris - Litter. Junk. Trash - Tree Limbs - Tree Violation - Wood -			

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73	ARMSTER DAVID JR & C/O REGIONS BANK SUCCESSOR 215 FORREST ST HATTIESBURG MS 39401	Housing Code 2015 C00018093 723	Property 7 STUART ST Parcel: 11 06 24 4 010 006 000 Size: 60 X 140 Loads
Location/Remarks: S/S 5 W OF COURT ST.			
Assessed description: Platname COURTLAND ESTS 3 Lot 6 Block 2			
Violation: - Debris - Furniture - Litter. Junk. Trash - Tree Limbs - Weeds -			
74	J & J PROPERTIES 403 7TH ST TALLASSEE AL 36078	Housing Code 2015 C00018212 723	Property 4062 OAK ST Parcel: 11 07 25 3 005 039 000 Size: 88.3 X 146.5 Loads
Location/Remarks: NORTHWEST CORNER OF GASTON AVE			
Assessed description: Platname CLOVERHILL EXTENSION 6 Lot 17 Block 8			
Violation: - Bldg. Material - Debris - Litter. Junk. Trash -			
75	STATE OF ALABAMA 2010 TAX SALE MONTGOMERY AL 36104	Housing Code 2015 C00018213 723	Property: 4084 GASTON AVE Parcel: 11 07 25 3 011 022 000 Size: 69.8 X 120.6 IRR Loads
Location/Remarks: N/S 1 SOUTH4078			
Assessed description: Platname CLOVERHILL EXTENSION 4 Lot 8 Block 6			
Violation: - Bldg. Material - Debris - Litter. Junk. Trash - Overgrown Grass - Tree Limbs - Weeds - Wood -			
76	STATE OF ALABAMA 2011 TAX SALE MONTGOMERY AL 36104	Housing Code 2015 C00018240 723	Property: 4110 CLOVIS DR Parcel: 11 07 25 3 012 032 000 Size: 63 X 115 Loads
Location/Remarks: W/S 6 NORTH IRIS LN			
Assessed description: Platname CLOVER HILL EXT 2 Lot 10 Block 4			
Violation: - Appliances - Furniture - Litter. Junk. Trash - Weeds -			
77	ROBINSON DAVID 4809 ALAMONT DR MONTGOMERY AL 36116	Housing Code 2015 C00018218 723	Property: 203 WEST DELANO AVE Parcel: 11 07 25 4 005 001 000 Size: 100 X 100 Loads
Location/Remarks: SW CORNER OF E D NIXON			
Assessed description: Platname SOUTHERN MEADOWS Lot 26 Block C			
Violation: - Bldg. Material - Debris - Litter. Junk. Trash - Overgrown Grass - Tree Limbs - Weeds - Wood -			
78	STATE OF ALABAMA TAX SALE 2009 MONTGOMERY AL 36104	Housing Code 2015 C00018216 723	Property: 228 PRAIRIE VISTA Parcel: 11 07 25 4 005 047 000 Size: 60 X 130 Loads
Location/Remarks: N/S / 3 WEST OF E D NIXON AVE. VACANT LOT			
Assessed description: Platname SOUTHERN MEADOWS Lot 30 Block C			
Violation: - Debris - Junk Vehicles - Litter. Junk. Trash - Overgrown Grass - Tree Limbs - Weeds - Wood -			

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79	RAWLINSON VIRGINIA G C/O NAOMI JORDAN 229 PRAIRIE VISTA MONTGOMERY AL 36105-0000	Housing Code 2015 C00018215 723	Property: 220 PRAIRIE VISTA Parcel: 11 07 25 4 005 048 000 Size: 60 X 130 IRR Loads
Location/Remarks: N/S OF PRAIRIE VISTA / 2 WEST OF E D NIXON AVE			
Assessed description: Platname SOUTHERN MEADOWS Lot 29 Block C			
Violation: - Appliances - Auto Parts - Bldg. Material - Carpet - Debris - Furniture - Junk Vehicles - Litter. Junk. Trash - Overgrown Grass - Tires - Tree Limbs - Weeds - Wood -			
80	ROBINSON CHRISTINE 4108 EDGAR G NIXON AVE MONTGOMERY AL 36105	Housing Code 2015 C00018214 723	Property: 4108 EDGAR D NIXON AVE Parcel: 11 07 25 4 009 001 000 Size: 94.9 X 107.5 Loads
Location/Remarks: SOUTHWEST CORNER OF AZALEA DR			
Assessed description: Platname SOUTHERN MEADOWS 4 Lot 2 Block D			
Violation: - Bldg. Material - Debris - Litter. Junk. Trash - Overgrown Grass - Weeds - Wood -			
81	STATE OF ALABAMA 2010 TAX SALE MONTGOMERY AL 36104	Housing Code 2015 C00018077 723	Property: 4172 EDGAR D NIXON AVE Parcel: 11 07 25 4 009 044 000 Size: 60 X 167.6 Loads
Location/Remarks: WEST SIDE OF GOODE ST / 2 NORTH OF IRIS LN			
Assessed description: Platname SOUTHERN MEADOWS 4 Lot 10 Block D			
Violation: - Bldg. Material - Debris - Furniture - Litter. Junk. Trash - Overgrown Grass - Tires - Tree Limbs - Weeds -			
82	JOHNSON JEROME & JOHNSON ANN 1919 CELEBRATION PARK CIRCLE BELLEVILLE IL 62228	Housing Code 2015 C00018285 723	Property: 240 SHADYSIDE LN Parcel: 11 07 36 1 003 019 000 Size: 70 X 120 Loads
Location/Remarks: N/S 6 EAST WOODLAND			
Assessed description: Platname SOUTHERN MEADOWS SEC 6 PART B Lot 20 Block D			
Violation: - Carpet - Debris - Furniture - Litter. Junk. Trash - Overgrown Grass - Weeds -			
83	TRONE ANTONIO & TRONE CHERYL 277 SHADYSIDE LANE MONTGOMERY AL 36105	Housing Code 2015 C00018278 723	Property: 277 SHADYSIDE LN Parcel: 11 07 36 1 006 030 000 Size: 66 X 134.9 IRR Loads
Location/Remarks: S/S 4 E OF ROSA PARKS			
Assessed description: Platname SOUTHERN MEADOWS SEC 6 PART B Lot 4 Block F			
Violation: - Appliances - Bldg. Material - Debris - Litter. Junk. Trash - Tree Limbs - Wood -			
84	BANK OF AMERICA C/O WELLS FARGO BANK NA 2324 OVERLAND AVENUE BILLINGS MT 59102	Housing Code 2015 C00018280 710	Property: 5981 OAKLEIGH RD Parcel: 15 01 02 4 001 001 000 Size: 75 X 120 Loads
Location/Remarks: NORTHEAST CORNER OF CHRISTY LN AND OAKLEIGH RD			
Assessed description: Platname REGENCY PARK 1 CORR Lot 20A Block 3			
Violation: - Debris - Litter. Junk. Trash -			

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 she was in receipt of the following requests for authorization of payment from the Council Contingency Account, having been approved by Mayor Strange:

LEFT BLANK INTENTIONALLY

MEMORANDUM

TO: Mayor Todd Strange
FROM: Brenda Gale Blalock *BGB*
City Clerk
DATE: January 29, 2015
RE: District 2– request for Council Contingency Funds

Councillor Smith is requesting the following be presented to Council for their authorization:

1. \$300.00 to Central Alabama Optimist Club for leadership luncheon.

MEMORANDUM

To: Brenda Blalock, Clerk, City of Montgomery
From: Tracy Larkin, Councilor, 3rd District
Re: Council Contingency Funds
Date: February 3, 2015

Please facilitate the conveyance of the following amount(s) from contingency funds.

Central Montgomery Optimist Club..... \$350.00

Montgomery Rescue Mission (Faith Crusades Ministries)....\$500.00

Houston Hill Community Center.....\$500.00

ECHO — \$300.00



MEMORANDUM

TO: Mayor Todd Strange
FROM: Brenda Gale Blalock *BGB*
City Clerk
DATE: February 3, 2015
RE: District 4 - request for Council Contingency Funds

Councillor Burkette has requested the following be presented to Council for their authorization:

1. \$400.00 to Loveless Community Center.

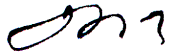
A handwritten signature in black ink, appearing to be "T. Strange", is located below the list item.

MEMORANDUM

TO: Mayor Todd Strange
FROM: Brenda Gale Blalock *BGB*
City Clerk
DATE: January 28, 2015
RE: District 4 - request for Council Contingency Funds

Councillor Burkette has requested the following be presented to Council for their authorization:

1. \$275.00 to New Hope Missionary Baptist Church.

A handwritten signature in black ink, appearing to be the initials 'TB' or similar, located below the list item.

MEMORANDUM

TO: Mayor Todd Strange
FROM: Brenda Gale Blalock *BGB*
City Clerk
DATE: February 3, 2015
RE: District 6 – request for Council Contingency Funds

Councillor Dow is requesting the following be presented to Council for their authorization:

1. \$200.00 to Regency Communities Association for web page development.

MEMORANDUM

TO: Mayor Todd Strange
FROM: Brenda Gale Blalock
City Clerk
DATE: January 26, 2015 *BGB*
RE: District 7 – request for Council Contingency Funds

Councillor Lee is requesting the following be presented to Council for their authorization:

1. \$250.00 to Starlight Community Development (501c3 on file).
2. \$1,000.00 to Lanier High School, attn.: Dr. Williams (principal).
3. \$500.00 to Lanier High School Parent Center.
4. \$250.00 to ECHO.
5. \$300.00 to Central Montgomery Optimist Club.



MEMORANDUM

TO: Mayor Todd Strange
FROM: Brenda Gale Blalock *BGB*
City Clerk
DATE: February 3, 2015
RE: District 7 – request for Council Contingency Funds

Councillor Lee is requesting the following be presented to Council for their authorization:

1. \$500.00 to Leadership Montgomery.

Councillor Calhoun requested to add \$600.00 to Brew Tech Baseball Team; \$250.00 to ECHO; and \$500.00 to Seth Johnson Neighborhood Association.

Councillor Dow requested to add \$250.00 to Child Protect.

Councillor Bollinger requested to add \$250.00 to ECHO.

Councillor Calhoun requested to add \$500.00 to Lanier High School for Parenting Center.

Councillor Jinright requested to add \$250.00 to ECHO.

Councillor Pruitt requested to add \$500.00 to Lanier High School Basketball Team.

Mayor Strange authorized these additions.

Councillor Bollinger made a motion to authorize the payment of allocations from the Council Contingency funds, with additions, which motion carried with the following vote:

AYES:	BOLLINGER, SMITH, LARKIN, CALHOUN, DOW, LEE	--6
NAYS:	NONE	--0
ABSTAINED:	BURKETTE, PRUITT, JINRIGHT	--3
ABSENT:	NONE	--0

Councillor Calhoun made a motion to reconsider this foregoing allocations of Council Contingency funds, 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 Burkette requested to add \$250.00 to Faith Crusade Rescue Mission. Mayor Strange approved the additions.

Councillor Calhoun made a motion to authorize the payment of allocations from the Council Contingency funds, with addition, 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

The Clerk stated the following Legal Notices would be advertised in the Montgomery Independent on February 5 and 12, 2015, for public hearing before the Council on March 3, 2015:

LEGAL NOTICE

Notice is hereby given that the Council of the City of Montgomery, Alabama, will meet at the Council Chamber, the regular meeting place of said Council, on Tuesday, March 3rd, 2015, at 5:00 p.m., for the purpose of considering the adoption of the ordinance hereinafter set forth amending the Zoning Ordinance of the City of Montgomery, Alabama, adopted September 17, 1963, and notice is hereby given that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the adoption of such ordinance.

**BRENDA GALE BLALOCK
CITY CLERK**

ORDINANCE NO. _____

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONTGOMERY,
ALABAMA as follows:**

SECTION 1. That the Zoning Ordinance of Montgomery, Alabama, adopted September 17, 1963, be amended by removing the following described property from an AGR-1 (Residential Agriculture) Zoning District to B-2 (Commercial) Zoning District.

A tract of land situated in the west ½ of the SW ¼ of Section 7, T15, R18, Montgomery County, Alabama beginning at a point 40 ft. east and 303 ft. south of the northwest corner of the west ½ of the SW ¼ of said Section 7; thence south along the east ROW of Norman Bridge Road 400 ft.; thence east 150 ft.; thence north 400 ft.; thence west 150 ft. to the point of beginning.

SECTION 2. This ordinance shall take effect upon its passage, approval and publication, or as otherwise provided by law.

There being no further business to come before the Council, the meeting duly adjourned at 6:38 p.m.

BRENDA GALE BLALOCK, CITY CLERK

**CHARLES W. JINRIGHT, PRESIDENT
COUNCIL OF THE CITY OF MONTGOMERY**