

STATE OF ALABAMA )  
TUSCALOOSA COUNTY)  
CITY OF TUSCALOOSA )

DEVELOPER FUNDING CONTRACT  
FIRST AMENDMENT BETWEEN THE CITY OF TUSCALOOSA AND HABITAT  
FOR HUMANITY OF TUSCALOOSA  
A14-0788/ A13-1030

THIS FIRST AMENDMENT to that certain agreement made and entered into by and between the parties on the 27th day of January, 2014, is made and entered into by and between HABITAT FOR HUMANITY OF TUSCALOOSA, hereinafter referred to as the "DEVELOPER," and the CITY OF TUSCALOOSA, a Municipal Corporation, hereinafter sometimes referred to as the "CITY," on this the 14<sup>th</sup> day of August, 2014, as follows:

W-I-T-N-E-S-S-E-T-H:

WHEREAS, on January 27, 2014 heretofore, the City of Tuscaloosa and the Developer entered into an agreement for the Developer to construct eleven (11) homes located at various addresses on Juanita Drive inside the City Limits of Tuscaloosa, Alabama; and,

WHEREAS, on July 15, 2014 the Tuscaloosa City Council adopted by resolution to change one of the addresses on Juanita Drive upon which the Developer agreed to construct a new home from house number 50 Juanita Drive to 125 Juanita Drive ; and,

NOW, THEREFORE, the City of Tuscaloosa and the Developer do hereby enter into this amendment to the agreement between the parties on the above date, for and in consideration of the mutual benefits moving each to the other as more particularly set forth herein as follows:

"II. Statement of Work

The Developer shall provide the following services within the Corporate Limits of the City of Tuscaloosa:

In accordance with the approved City of Tuscaloosa CDBG—Disaster Recovery Action Plan, the Developer will incur construction costs for eleven (11) single family homes on Juanita Drive at the following street addresses: 20, 24, 25, 31, 36, 46, ~~50~~, 110, 114, 115, 125 and 12 Juanita Drive, Tuscaloosa, Alabama, within in City limits of Tuscaloosa and within Tuscaloosa County. This housing will benefit low to moderate income persons as defined by the income limits

established for Tuscaloosa County.”

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same on the date first above written.

CITY OF TUSCALOOSA,  
A MUNICIPAL CORPORATION

ATTEST:

Tracy B. Croom  
Tracy Croom, City Clerk

BY: Walter Maddox  
Walter Maddox, Mayor

HABITAT FOR HUMANITY OF TUSCALOOSA, INC.

ATTEST:

Megan Brantley  
NAME: Megan Brantley

BY: Ellen W. Potts  
NAME: Ellen W. Potts  
Executive Director

STATE OF ALABAMA )  
TUSCALOOSA COUNTY )

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Walter Maddox, whose name as Mayor of the City of Tuscaloosa, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 14th day of August, 2014.

Vickie Milliland

Notary Public.

My Commission Expires: 3/17/15

STATE OF ALABAMA )  
COUNTY OF Tuscaloosa )

I, Ashley Price, a Notary Public in and for said State at Large, hereby certify that Ellen W. Potts, who is named as Executive Director, is signed to the foregoing document, and,

- Who is known to me, or
- Whose identity I proved on the basis of \_\_\_\_\_, or
- Whose identity I proved on the oath/affirmation of \_\_\_\_\_, a creditable witness to the signer of the above document

and that being informed of the contents of the document, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 15<sup>th</sup> day of August, 2014.

Ashley Price

My Commission Expires: My commission expires 10-31-16

Notary Public.