

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

DEVELOPER FUNDING CONTRACT
SECOND AMENDMENT BETWEEN THE CITY OF TUSCALOOSA AND
HABITAT FOR HUMANITY OF TUSCALOOSA
A15-0896 /A13-1030

THIS SECOND 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 31st day of July, 2015, 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 28, 2015 the Tuscaloosa City Council adopted by resolution authorizing the Developer to construct an additional home located 23 Juanita Drive, bringing the total number of homes built under this agreement to twelve (12); 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)~~ twelve (12) single family homes on Juanita Drive at the following street addresses: 12, 20, 23, 24, 25, 31, 36, 46, 110, 114, 115, and 125. 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 Croom
Tracy Croom, City Clerk

BY: Walter Maddox
Walter Maddox, Mayor

HABITAT FOR HUMANITY OF TUSCALOOSA, INC.

ATTEST:

Savannah Howell
NAME: Savannah Howell

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 30th day of July, 2015.

Kickie Hilliland
Notary Public.

My Commission Expires: 2/3/19

STATE OF ALABAMA
COUNTY OF Tuscaloosa

I, Cora Drake, a Notary Public in and for said State at Large, hereby certify that Allen Polts, who is named as _____, is signed to the foregoing document, and,

- Who is known to me, or
- Whose identity I proved on the basis of [Signature], or
- Whose identity I proved on the oath/affirmation of _____ 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 31st day of July, 2015.

Cora Drake
My Commission Expires: 8-19-19

Notary Public.

