

Center for
**COMMUNITY
PROGRESS**

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Resource Guide for Georgia Land Banks

Produced in Partnership with





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Acknowledgments

This resource guide is offered in the spirit of the Georgia land bank movement and is based entirely on the brilliance and generosity of Georgia land bank leaders, which includes practitioners and the local volunteers who support them through board service and local partnerships. Georgia land banks are animated by a community of leaders that offer their time, experience, expertise, and passion to the communities they serve and to one another, without fanfare, and often without attribution. We hope this publication becomes a lasting support for Georgia's land bank leaders. Any errors or omissions belong solely to the authors. Creativity, excellence, and hope for the future belong to the Georgia land banking community.

Disclaimer

The information provided in this resource guide does not, and is not intended to, constitute legal advice or guidance. All information, content and materials are provided for general information purposes only. Readers of this resource guide should contact their attorney for advice regarding any particular legal matter, and no reader should act or refrain from acting on the basis of information in this resource guide without first seeking legal advice from counsel in the relevant jurisdiction.

About Center for Community Progress

The mission of Center for Community Progress is to foster strong, equitable communities where vacant, abandoned, and deteriorated properties are transformed into assets for neighbors and neighborhoods. Founded in 2010, Community Progress is the leading national, nonprofit resource for urban, suburban, and rural communities seeking to address the full cycle of property revitalization. The organization fulfills its mission by nurturing strong leadership and supporting systemic reforms. Community Progress works to ensure that public, private, and community leaders have the knowledge and capacity to create and sustain change. It also works to ensure that all communities have the policies, tools, and resources they need to support the effective, equitable reuse of vacant, abandoned, and deteriorated properties. More information is available at www.communityprogress.org

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Cover Photo: A mobile workshop at the Reclaiming Vacant Properties Conference 2019, in Atlanta, GA. Photo: Cranium LLC, with digital illustration by Community Progress.

Letter from Kevin Payne, Floyd County Tax Commissioner

I am writing this letter as a call to action for city and county commissioners, tax commissioners, and other local leaders to embrace land banks in your community. Simply put, there is no more effective tool in the local government toolbox to confront blighted properties. Abandoned homes, empty and unkempt lots, dilapidated structures, and tax-delinquent parcels affect all taxpayers, all communities, and impede neighborhood revitalization. They result in decreased property values, safety hazards, reduction in tax revenues, and deterrents for potential investors.

In land banks, the legislature has given you the tools to fight blight and spur redevelopment; but an unused tool is worthless. That's why collaboration between city and county leaders, the tax commissioner, land bank board members, and staff is so important. It takes buy-in, enthusiasm, and a desire to make your community thrive to make a land bank truly effective. To reach its full potential, a land bank needs a local champion with the knowledge and freedom to pursue the land bank's mission. In Rome and Floyd County, our champion is Community Development Director Bekki Fox. You certainly need your tax commissioner to be an integral part of the process and team. Then you need board members with a desire to see their community prosper.

I find great joy in seeing the properties on my tax sale list transform from problems to assets. Taking a tax delinquent, blighted property and seeing it become an attractive, viable, tax producing parcel is very gratifying. When the nature of my job is primarily to take, it is fulfilling to be a part of a team that gives back and makes a difference. If you have a heart for helping others, improving your community, and spurring redevelopment, I encourage you to jump at the opportunity and utilize a land bank. You will not regret it!



**Commissioner Kevin Payne,
Floyd County**

Letter from T. Chris Johnson, Richmond County Tax Commissioner

Our community has so many opportunities to unlock assets through the right types of collaboration and partnerships. It is the Land Bank Authority, as the city's tool to remediate and eliminate blight, that has the real capacity to facilitate that collaboration. But the ability of the Land Bank Authority to balance private market concerns of margins and terms could come into conflict with public sector priorities such as delivering housing units and property taxes, were it not for the use of the state authority granted to the tax commissioner. It is under that authority that the land bank may deal with underutilized, tax delinquent, and often vacant or abandoned structures using the judicial-in-rem foreclosure process. The relationship between the Land Bank Authority and the tax commissioner's office is imperative for proper functioning. It must be fostered with a true desire to use non-tax revenue generating properties to support a future for communities affected by the conditions of blight and abandonment. The Augusta Georgia Land Bank Authority and the Richmond County Tax Commissioners Office have established such a relationship. That relationship, along with partnerships with governmental agencies, nonprofit organizations, private industry, and private investors, has produced affordable, workforce, and market rate housing, small business development, and neighborhood revitalization.



**Commissioner T. Chris Johnson,
Richmond County**

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Overview: Resource Guide for Georgia Land Banks

“Every program or initiative that combines cultural transformation and governmental initiatives is a story with many actors, stages, plots and twists. The drama of land banks and land banking in Georgia is a play that is still being written...From the creation of the first land bank by Fulton County and the City of Atlanta in 1991 through the enactment of the revised and comprehensive Georgia Land Bank Act in 2012, land banking in Georgia is a story of trial and error, of education and experimentation, of strategic successes and systemic reforms. Each successive land bank in Georgia learned from and built upon the work of sister land banks.”

Frank S. Alexander¹

In the decade since the publication of the 2013 *Georgia Land Bank Resource Manual* Frank S. Alexander's opening comments remain at once an accurate reflection on the past and a trenchant comment on the future of land banking. In their now thirty years of existence, Georgia land banks have continued to serve their communities in deep partnership with one another. The 2022 *Resource Guide for Georgia Land Banks* is itself built on the wisdom, expertise, trial and error, innovation, and excellence of land banks throughout the state—Dublin, Atlanta, Ideal, Albany, Macon, Augusta, Rome, Savannah, and everywhere in between.

Upon passage of the 2012 Georgia Land Bank Act, which modernized and updated the powers and organizational options available to Georgia land banks, the Georgia Association of Land Bank Authorities (GALBA) worked with the authors of the 2012 Georgia Land Bank Act, Frank S. Alexander, and Sara Toering, to prepare an initial resource manual. The 2013 manual was designed to:

- share the history of Georgia land banks
- summarize the contours of the 2012 Georgia Land Bank Act and its import for existing and newly created Georgia land banks, and
- provide example and template documents for communities throughout Georgia to utilize in the creation of a local land bank.

Since the publication of the 2013 manual, at least a dozen (and counting) new Georgia land banks have been created, and GALBA and the authors anticipate the creation of many additional Georgia land banks in the years to come. Georgia's communities are seeking additional tools to address vacancy, abandonment, and deterioration, stabilize disinvested neighborhoods, and create housing affordability and equitable development. The 2019 GALBA report, *Progress in Community, Excellence in Diversity*,² paints a compelling picture of both the power and possibility of equitable community development in and through land banks.

¹ Frank S. Alexander is the co-founder of the Center for Community Progress, and the author of template land bank legislation adopted in multiple states throughout the country including the 2012 Georgia Land Bank Act. Quote reprinted from Frank S. Alexander and Sara J. Toering, *Georgia Land Bank Resource Manual* (Community Progress, 2013) at 11, (available online at [Georgia Land Bank Resource Manual - Center for Community Progress](#)).

² Sara Toering, *Progress in Community, Excellence in Diversity: A Georgia Association of Land Bank Authorities Publication* (Center for Community Progress, 2019) (available online at [GALBA - Center for Community Progress](#)).

The 2013 manual templates and example documents have proven to be essential tools for community leaders seeking to create land banks under the 2012 Georgia Land Bank Act. In the decade since its publication, however, Georgia land banks and their partners have developed a variety of additional forms and documents that reflect updated best practices for Georgia land bank operations and programming. The 2013 manual remains useful for templates utilized in the creation of a land bank (i.e., intergovernmental agreements and board policies). This updated resource guide is designed to provide new and updated documents for land bank leaders as their operations mature and become more complex. The templates and examples offered here reflect and anticipate a new generation of land banking and land bank programming in Georgia—whereby land banks, in partnership with community stakeholders, take a central, leading role in equitable development and state and local land and housing policy.

Section A is focused on land bank organization and governance and includes example forms and documents that may be considered soon after a land bank is created by local county and city (or consolidated) governments. These documents include:

- Frequently asked questions
- Board meeting agenda
- Bylaws
- Land acquisition, maintenance, and disposition policies
- Land bank budget template

Practice Pointers

You will find blue boxes annotating the example documents throughout this resource guide. These “practice pointers” offer helpful considerations, tips, and hyperlinks to real-world examples.

The bylaws are derived from the example consolidated government resolution contained in the 2013 manual.³ The policies for land acquisition, maintenance, and disposition are a revised version of the example that first appeared in Frank S. Alexander’s 2011 *Land Banks and Land Banking*, then in the 2013 *Georgia Land Bank Resource Manual*, and also in the 2015 2nd edition of *Land Banks and Land Banking*.⁴ These policies and procedures contain various updates reflective of the growth and development of land banks around the state.

Section B includes example documents focused on land bank property acquisition and disposition. The application form, or a version of it, may be utilized for prospective land bank property buyers or other transferees, and the donation agreement may be considered by land banks that want to acquire donated properties. A variety of example board resolutions, including those for the extinguishment of local government or school district taxes⁵ or both, and the general conveyance of property are included. This section also includes documents that land banks use on basic transfers of property in their inventory: examples of a purchase and sale agreement, a quit claim deed, and an option agreement that allows a land bank to take back ownership of property if buyers do not meet agreed upon conditions. Finally, Section B contains a list of potential data points for land banks to consider tracking. The data points provided are by no means comprehensive but offered as a starting point for land bank leaders to consider. Investing in tracking from the outset helps determine land bank impact and offers evidence of successes over time.

Section C provides examples and highlights innovative uses of the land bank tool currently underway by Georgia land banks, each of which can be replicated and augmented by any additional Georgia land bank. Those

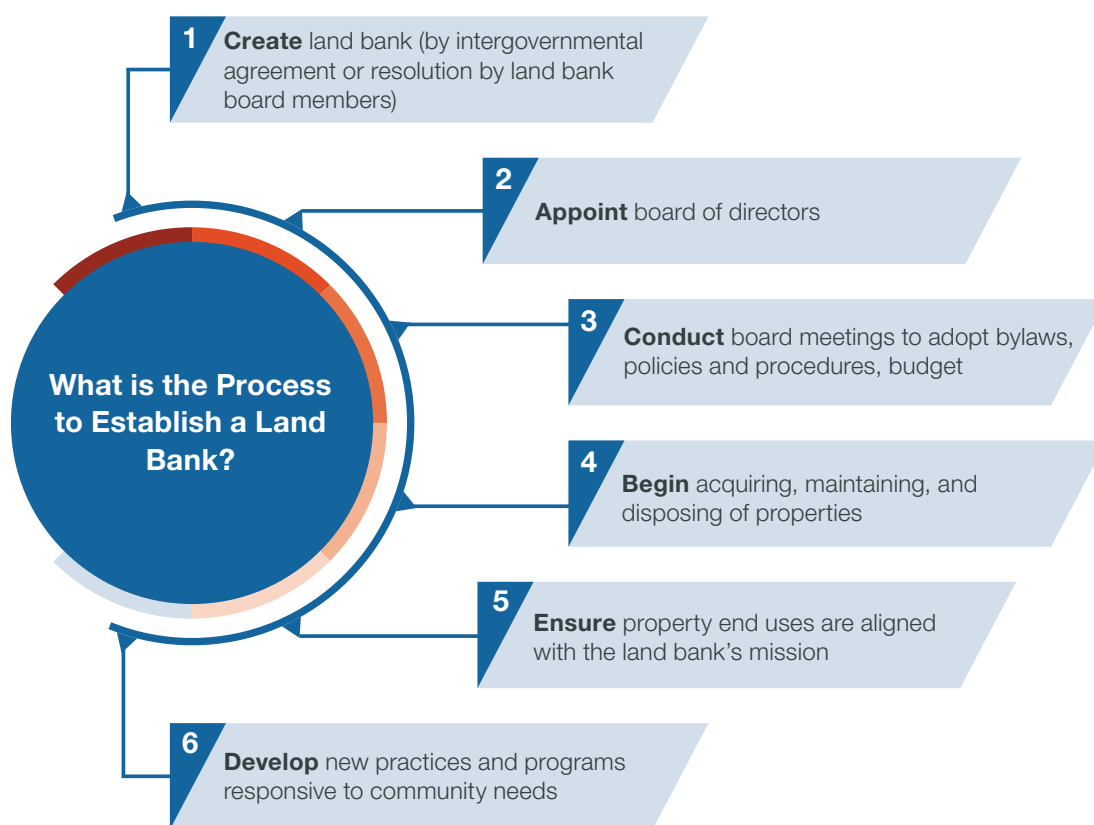
³ See Frank S. Alexander and Sara J. Toering, *Georgia Land Bank Resource Manual* (Community Progress, 2013) at Appx. II-3 (reprinted and updated with permission of the authors and Center for Community Progress).

⁴ See Frank S. Alexander, *Land Banks and Land Banking, 2nd edition* (Community Progress, 2015) at Appx. E (available online at [Land Banks and Land Banking, 2nd Ed - Center for Community Progress](#)); Frank S. Alexander and Sara J. Toering, *Georgia Land Bank Resource Manual* (Community Progress, 2013) at Appx. III-1 (available online at [Georgia Land Bank Resource Manual - Center for Community Progress](#)); Frank S. Alexander, *Land Banks and Land Banking, 1st Edition* (Community Progress, 2011) at Appx. D (reprinted and updated with permission of the authors and Center for Community Progress) (available online at [Land Banks and Land Banking, 1st Ed - Center for Community Progress](#)).

⁵ See Frank S. Alexander and Sara J. Toering, *Georgia Land Bank Resource Manual* (Community Progress, 2013) at Appx. III-3 (reprinted and updated with permission of the authors and Center for Community Progress) (available online at [Georgia Land Bank Resource Manual - Center for Community Progress](#)).

innovative programs include the simple and effective neighbor letter utilized by the Dublin-Laurens Land Bank, and an example lease for use by a neighborhood community garden leader. In addition, Section C includes more complex but powerful examples like the single-family leasing program undertaken by the Savannah-Chatham Land Bank to move unhoused families into homeownership, and the Permanent Affordability Disposition Policy adopted by the Metro Atlanta Land Bank whereby it disposes of properties to nonprofit affordable housing providers at a price of 35 percent or below fair market value—allowing those nonprofits to provide a deeper level of affordability to families in need.

Documents throughout this volume are organized in a rough chronological order. Generally, once an ordinance or intergovernmental agreement creates a land bank, then the land bank must create a board, set up operations, develop bylaws and initial policies, and adopt a budget. Next, actual property transactions can occur, and the land bank can track data. Finally, it can implement innovative programming. In reality, sometimes these steps take place simultaneously or in a different sequence, but this graphic depicts a typical process.



The examples and practice pointers offered throughout this resource guide are aimed primarily at an audience of Georgia land bank leaders and the local attorneys who may be assisting them. Every acquisition and disposition of land bank property, for example, will be subject to the advice and guidance of local counsel. The examples in this volume will need to be revised by local counsel if they are useful in a given transaction. None of the examples contained throughout, nor any of the practice pointers or other explanatory material, constitute legal advice and should not be relied on as such.

Land Bank Acquisitions at Non-Judicial and Judicial Tax Sales

Historically, Georgia land banks have acquired property most commonly through tax sales. The documents that may be required where a land bank interacts with the tax enforcement process is beyond the scope of this resource guide. However, it is important for land banks and their attorneys to develop an understanding of the property tax sale processes in Georgia, and the way Georgia land banks are authorized to interact with those processes.

In Georgia, there are two forms of tax sales—the non-judicial tax sale⁶ and the judicial *in rem* tax sale (often referred to as a tax foreclosure).⁷ Under the 2012 Georgia Land Bank Act, land banks are free to acquire properties through both types of tax sales.⁸ When considering either form of acquisition, it is important for a land bank to understand not only the process of the two forms of sales, but also the associated costs, the type of title conveyed, and any process necessary to clear title after the sale takes place, as they can differ significantly between the two forms of tax sales. These differences will be discussed below.

A. Non-Judicial Tax Sales

In a non-judicial sale, a levying officer (usually a county tax commissioner or municipal revenue collector) sells property at public auction to satisfy delinquent taxes. As the name implies, no court is involved in the sale process. The auction starts with an opening bid amount comprising the amounts owed on the liens which are the subject of the sale (including any accrued statutory interest and penalties), plus the levying officer's costs of conducting the sale. The sale proceeds in a traditional auction process until the property is sold to the highest bidder. That bidder will receive a tax deed.

Land banks can bid at non-judicial tax sales and have limited advantages in the bidding process. If a land bank places the opening bid, the land bank's bid is treated as a commitment to pay not more than all costs of the sale. The land bank takes the property subject to the taxes (but with the right to extinguish those taxes as provided in the Land Bank Act). However, if the land bank wishes to competitively bid for the property and is awarded the property for an amount more than the opening bid, the land bank must tender the full amount of its bid.

A tax deed conveys a “defeasible fee” title interest in the property. This means the tax deed holder is the owner, but subject to any interested party's right to redeem the tax deed. To obtain marketable title, the tax deed holder must then convert that defeasible fee interest into a “fee simple” interest by foreclosing those redemption rights

⁶ See O.C.G.A. § 48-4-1 et seq.

⁷ See O.C.G.A. § 48-4-75 et seq.

⁸ See O.C.G.A. § 48-4-112.

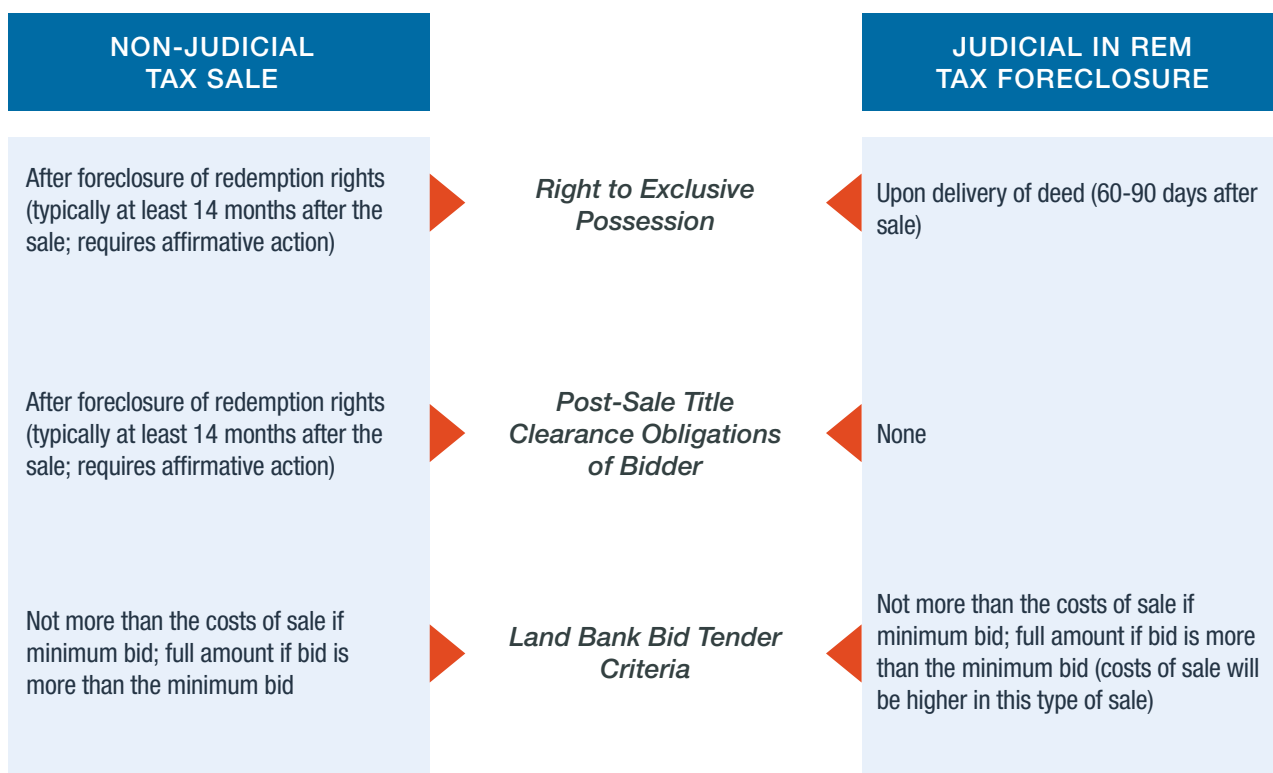
and filing a quiet title action in the Superior Court. The title clearance process cannot be initiated earlier than a year after the tax sale and itself takes several months and thousands of dollars in legal costs.

B. Judicial *In Rem* Tax Sales (or Tax Foreclosure Actions)

When property is sold through a tax foreclosure auction, it is also sold to the highest bidder. As with the non-judicial sale, a land bank's tender of the opening bid is merely a commitment to pay not more than all costs of the sale, while a competitive bid requires the tendering of the full bid amount. However, it should be noted that the costs of the sale for which the land bank is responsible will be higher in a tax foreclosure auction than the costs associated with a non-judicial sale. As such, it is recommended that a land bank that plans only to bid an opening bid amount at a tax foreclosure sale first ask the County or the City that is conducting the sale for the amount of the costs of the sale.

The most significant difference between the two types of tax sales is in the nature of the title that is conveyed. In a tax foreclosure action, the owner of the property has a limited sixty-day window to come forward to redeem the property. If the owner exercises that right to redeem, the bid funds will be returned to the bidder. If the owner does not exercise that right to redeem within the sixty days, the bidder will receive a tax foreclosure deed. This deed delivers clear, fee simple title. As such, the winning bidder at that the tax foreclosure sale can immediately have marketable title upon receipt of the deed and an immediate right of entry.

Based on the nature of the title difference and the cost and delay of clearing title of a non-judicial tax deed versus immediately marketable title contained in a tax foreclosure deed, most land banks prefer to acquire property through a judicial tax foreclosure auction. Therefore, it is recommended that land bank leaders develop a good working relationship with their local tax officials to encourage them to sell properties through the judicial tax foreclosure process when appropriate.



Examples and Practice Pointers

Land Bank Organization and Governance

Land Bank Frequently Asked Questions

A land bank's website and social media presence can become a critical first point of contact and source of information for community members, prospective partners, buyers, local elected officials, and other stakeholders. Some Georgia land banks have developed sophisticated websites, while others find it useful to house a land bank landing page on a city or county website.

Offering a set of easy-to-understand FAQs on the land bank website that explains what land banks are and available programs is an easy way to provide community stakeholders with a basic level of education on this tool.

Practice Pointers

Check out the Metro Atlanta, Albany-Dougherty, and Macon-Bibb Land Bank websites: they include overviews, photos, program descriptions, detailed property listings and more:

[Metro Atlanta Land Bank](#)

[Macon-Bibb County Land Bank Authority](#)

[Albany-Dougherty County Land Bank](#)

Other land banks like Rome-Floyd, Clayton County, and Augusta Richmond have websites housed on the appropriate local government website:

[Rome-Floyd Land Bank Authority](#)

[Clayton County Land Bank Board](#)

[Augusta Land Bank Authority](#)

Land Bank Frequently Asked Questions

1) What is a land bank?

A land bank is a public entity created by member local governments to acquire, hold, develop, and dispose of tax delinquent, vacant, abandoned, dilapidated, and other properties in concert with local priorities and community needs.

2) Is the land bank a financial institution?

No, the land bank is not a bank in the traditional sense. A land bank holds real estate, not financial deposits for consumers.

3) What does a land bank do?

The land bank acquires vacant, dilapidated, and abandoned properties, primarily through the delinquent property tax enforcement process, and works to convey those properties into productive use with local government, nonprofit, for-profit, and individual partners. Example end uses for land bank parcels may include, but are not limited to, turning a vacant lot into a public park, transferring a vacant side-lot to a neighbor for ongoing maintenance and lot consolidation, selling a vacant residential parcel to a neighborhood resident or small developer for the construction of a single-family home, or conveying a commercial lot to a large developer in accordance with local plans.

4) How is property acquired by the land bank?

Land banks may acquire property at property tax sales, through donations, through market-purchases, and through transfer by any of the member local governments.

5) What proposed end-uses are appropriate for land bank properties?

The land bank must identify responsible owners and developers for the vacant, abandoned, and dilapidated properties in its inventory, and dispose of properties in accordance with the land bank policies and procedures in a manner that benefits the citizens of the creating local governments. Applications that reflect the following proposed end-uses are appropriate:

- Conveyance to local governments for local government use;
- Conveyance that supports neighborhood revitalization;
- Conveyance that supports the production or rehabilitation of housing, including market rate housing and housing for persons with low or moderate incomes;
- Conveyance that supports generational wealth-building for legacy residents of historically underinvested and red-lined communities;
- Conveyance in a manner that returns the property to tax-generating status while maximizing the value of the property;
- Conveyance that supports conservation efforts to mitigate the potential effects of climate change, and
- Other community improvement and economic development purposes.

7) Does the land bank accept property donations?

The board of directors may consider property donations on a case-by-case basis.

8) How can I acquire property held by the land bank?

To acquire property held by the land bank, you will be required to have a plan for the property's use and demonstrate that you have the financial capability to carry out that plan and to ensure that the property does not fall into delinquency/disrepair in the future. Completing and submitting a property application is your first step to working with the land bank to acquire property.

9) What is the purchase price for properties in the land bank inventory?

Individuals seeking to acquire a side lot from the land bank, a vacant lot located next to the applicant's property, may submit an offer in accordance with the side lot policies and procedures for parcels that are not capable of independent development or parcels capable of independent development.

Applicants seeking to acquire properties from the land bank that are not side-lots should consider the land bank policies and procedures including the pricing policies.

10) Does the land bank extinguish delinquent property taxes on properties in its inventory before conveyance to a successful applicant?

The land bank board of directors has the authority to extinguish property taxes on properties in its inventory, subject to the school district's right to object to the extinguishment of taxes attributable to the school district. The land bank will consider extinguishment of delinquent property taxes on land bank parcels where an applicant demonstrates capacity and commitment to achieve an end-use that provides a valuable public benefit for the community that justifies the extinguishment of the debt owed to any taxing entity.

Practice Pointers

Ten example questions are provided here, as a helpful FAQ resource will reflect the nature, scope, and activities of the individual land bank. Simple, limited FAQs (4-5) may be more appropriate and useful as a land bank is getting started. FAQs focused on the national land banking field are available here:

[FAQ - Center for Community Progress](#)

Board Meeting Agenda

Before a land bank can start acquiring property, it must appoint a board of directors in accordance with the 2012 Georgia Land Bank Act and the local ordinances, resolutions, or intergovernmental agreements creating the land bank. Once the board is appointed and convened, the work of the land bank can begin. Board members should begin their work by adopting bylaws and policies and procedures before acquiring or disposing of any parcels.

Over time, the board of directors should provide oversight, direction, and vision to the land bank and its staff. Land bank board members, through their leadership and service in the community and the public meetings in which they conduct land

bank business, have significant opportunity and responsibility to steward community trust and ensure the land bank has the direction and resources to undertake its mission thoughtfully and equitably. Keep in mind, land bank board meetings are public meetings and must be conducted as such (see e.g., O.C.G.A. § 50-14-1 *et seq.* and § O.C.G.A. 48-4-111(a)).

The board meeting agenda below is offered as an example to support Georgia land bank boards around the state as they consider critical elements of the board meetings they conduct.

_____ County Land Bank Board of Directors Meeting

Regular Business Meeting

[Board Meeting Date, Time, and Location]

AGENDA

- I. Call to Order
- II. Roll Call
- III. Adoption of the Agenda and Confirmation of No Conflicts of Interest
- IV. Old Business
 1. Approval of minutes from [Previous Meeting Date]
 2. Revisit of competing bids on [Property Address] and [Property Address]
- V. New Business

Practice Pointers

Land bank boards must always remain vigilant regarding their ethical and fiduciary duties, and the importance of eliminating any potential conflicts of interest from any aspect of land bank transactions. Many boards ensure an affirmative statement by each board member at the outset of board meetings that the board member has no conflicts of interest with any of the parcels that may be up for discussion nor any other item on the board meeting agenda.

1. Presentations of applications for transfer of the following properties and applicant presentations to the Board:
 - a. Two competing applications for [Property Address]
 - i. [Name of first Applicant]
 - ii. [Name of second Applicant]
 - b. [Name of Applicant] Application for [Property Address]
 - c. [Name of Applicant] Application for [Property Address]
 2. Two Utility Company Easement Requests
 - a. [Property Address] – placement of a transformer
 - b. [Property Address] – tree trim easement
- VI. Executive Session
- VII. Introduction/Presentation from Community Partner

Practice Pointers

Executive sessions may be needed in a land bank board meeting to discuss, for example, confidential matters protected by attorney-client privilege, or to discuss negotiations for the purchase, disposition, or lease of property. Board votes on property acquisition and disposition, however, must be taken and announced in public session where the parties and terms are disclosed in that public session. See e.g., O.C.G.A. §50-14-3(b).

Practice Pointers

Land banks are often only as strong and successful as the partnerships they build throughout the community. Many land banks make a regular practice of inviting partners, including funders, partner nonprofits, local government leaders, to offer presentations and updates at board meetings. Building in this kind of practice can provide an ongoing means of education for board members and offers a concrete opportunity for deep partnerships to grow and develop utilizing the land banking tool.

Bylaws

Board bylaws⁹ are among the first organizing documents a land bank board is required to draft, revise, and adopt in partnership with legal counsel. Bylaws provide structure and concrete guidance, subject to Georgia law, for conducting the business of the land bank board—ranging from the selection of board officers, the frequency of meetings, the adoption of land bank budgets, and the powers and authorities granted to the land bank for acquisition, maintenance and disposition of property. Bylaws should be prepared in accordance with the 2012 Georgia

Land Bank Act (see e.g., O.C.G.A. § 48-4-104(i)(1) requiring majority of the entire board membership to approve by-laws). In addition, bylaws should be prepared in concert with any special requirements or limitations contained in the ordinances, resolutions, or intergovernmental agreements adopted by local governments in creating the land bank.

⁹ These bylaws are derived largely from previous versions but modified to reflect lessons learned in our recent land bank work. See Frank S. Alexander and Sara J. Toering, *Georgia Land Bank Resource Manual* (Community Progress, 2013) at Appx. II-3 (reprinted and updated with permission of the authors and Center for Community Progress).

Bylaws of the _____ County Land Bank

Effective as of [DATE]

ARTICLE I

NAME AND DESCRIPTION

The _____ County Land Bank, (the “Land Bank”) is a public body corporate and politic created under the laws of the State of Georgia, including O.C.G.A. § 48-4-100 et seq (hereinafter, the “Georgia Land Bank Act”), created to carry out the purpose and functions set out in these bylaws. The office address of the Land Bank is [Address].

ARTICLE II

PURPOSE

The mission of the Land Bank is to allow _____ County and its Municipal Partners in the Land Bank, to wit, the City of _____, and the City of _____ (hereinafter “Land Bank Members”)¹:

¹ Land Bank Members are defined in the Georgia Land Bank Act and include “the local governments that are parties to the intergovernmental contract or resolution creating a land bank and the local governments that join a land bank subsequent to its creation.” O.C.G.A. § 48-4-102(5).

Practice Pointers

Land banks may be created by one county and one or more participating city located within that county, by two or more counties and one or more cities in each participating county, by a consolidated government, or by a consolidated government and one or more cities located in same county as the consolidated government. See O.C.G.A. § 48-4-103(b).

A. To foster the public purpose of returning property, which is in a non-revenue generating, non-tax producing status to an effective utilization status in order to provide housing, new industry and jobs for the citizens of the County.

B. To acquire title to certain vacant, abandoned, tax delinquent and other properties which it will in turn inventory, classify, manage, maintain, protect, rent, lease, repair, insure, alter, sell, trade, exchange or otherwise dispose of under such terms and conditions as determined in the sole discretion of the Land Bank Board.

C. In conjunction with the school district of _____ County, to extinguish past due tax liens from property foreclosed upon by the Land Bank Members in their tax collection capacities.

ARTICLE III

BOARD OF DIRECTORS

A. Powers; Number of Directors; Advisors

The affairs and activities of the Land Bank shall be managed and controlled, and its powers exercised by a Board of Directors (the "Board"). The Board, which currently contains [Number of Board Members] Directors, must consist of an odd number of Directors between five to eleven (5-11). The members of the Board shall be appointed as follows: [Number] members appointed by the _____ County Board of Commissioners, and [Number] member(s) appointed by the City Councils of each of the remaining Land Bank Members.

In addition to the members of the Board, there shall be one (1) person appointed by the _____ County School Board District hereinafter referred to as an "advisor." The advisor shall serve in an advisory capacity and shall also serve as the liaison between the membership of the authority and the school district. The advisor shall not have any voting power, nor shall their presence be considered in determining whether a quorum is present. Additionally, the _____ County Tax Commissioner may serve as an advisor to the Board.

B. Removal

A Director may be removed from the Board by a two thirds (2/3) majority vote of the Board, such vote to be held at a meeting of the Board, for: (i) conviction of a Director of a felony or misdemeanor involving moral turpitude; (ii) absence by a Director from three (3) consecutive regular Board meetings without satisfactory explanation; and (iii) any other cause or reason agreed upon by a two-thirds (2/3) majority vote of the Board.

ARTICLE IV

MEMBERSHIP OF THE BOARD

A. Representation of Public Officials or their Appointees

These Directors shall be either elected officials or be appointed by the elected officials of the Land Bank Members. The members shall be appointed as follows: [Number] members appointed by the _____

County Board of Commissioners, and [Number] member appointed by the City Councils of each of the remaining Land Bank Members. If these Directors are not public officials themselves, they shall represent the elected officials by whom they were appointed at meetings of the Board or of its various committees. The Land Bank shall receive such appointments and officially confirm the individuals as Directors.

B. Terms and Compensation of Members

Each Director shall serve at the pleasure of the respective appointing authority and shall serve without compensation. Each Director at the election of his/her appointing authority may serve an unlimited number of terms. The initial Directors shall serve in accordance with the Land Bank Member creating resolutions for staggered terms. All subsequent board appointments and re-appointments shall be for terms of [Number] years.

C. Qualifications of Members

The Directors shall either be residents of the Land Bank Members, or they shall be employees of _____ County or the remaining Land Bank Members. In addition, all Directors appointed to the Board shall be persons who have at least some experience or education in urban planning, community development, real estate, law, finance, affordable housing, community organizing or related areas.

D. Vacancies on the Board

A vacancy on the Board created by death, resignation, disqualification, expiration of term or through termination at the pleasure of the appointing authority, shall be filled as soon as practicable but not to exceed thirty (30) days following its occurrence. Further, the vacancy shall be filled for the remainder of the unexpired term in the same manner as the original appointment.

ARTICLE V

MEETINGS OF THE BOARD

A. Annual Board Meeting

The annual meeting of the Board shall be _____ of each year, unless otherwise scheduled in the discretion of the Board.

B. Regular Board Meetings

The Board shall meet from time to time as necessary, in person or virtually in accordance with law and public health guidelines. The frequency in scheduling to be determined in the discretion of the Board pursuant to the following minimum guidelines: (i) the Board shall meet a minimum of four times per year; (ii) Directors and advisors shall receive a minimum of ten (10) days written notice; (iii) Public notice shall be given in accordance with the applicable provisions of the Georgia Open Meetings Act.

Practice Pointers

It is critical that land bank leadership be inclusive of residents from those communities and neighborhoods most impacted by vacant, abandoned, and deteriorating properties. Successful land bank boards reflect a variety of experience and expertise among their members, including in the areas of real estate, finance, law, community organizing, and public administration. Lived experience is as critical to land bank leadership as professional and educational expertise. Land banks that invest in developing potential board members, including through the innovative and highly successful [Omaha Land Bank Ambassador Program](#), find that such investment can reap exponential benefits for the community.

C. Meetings Open to Public

All meetings of the Board (annual, regular and special) shall be open to the public, except as otherwise provided by Chapter 14 of Title 50 of the official Code of Georgia.

D. Notices of Meetings

Notice of each meeting, stating its date, time and place, shall be given by written notice to each Director at least ten (10) days prior to the meeting, properly addressed to such Director at his/her address as shown in the records of the Land Bank or via the email address shown in the records of the Land Bank.

E. Quorum and Voting Requirements

Subject to the requirements of the Georgia Land Bank Act which require approval by a majority of the full Board of Directors on certain items including, for example, the adoption of by-laws and the adoption or amendment of the annual budget, the presence of [Number] members shall constitute a quorum for action concerning administrative issues. Approval by a majority of the Board attending a meeting shall be necessary for any administrative acts which will be taken by the Land Bank. The presence of the advisor is not required for a quorum.

F. Records of Meetings

A written record (hereinafter "Minutes") shall be maintained of all meetings by the Chairperson or the Chairperson's designee. Within five (5) days following any meeting of the authority wherein meeting Minutes were approved, the Minutes shall be transmitted to the office of the Clerk of the Board of Commissioners of _____ County. The minutes of all meetings shall be transcribed by the Secretary, ratified by the members at the next meeting, and posted on the Land Bank website.

H. Parliamentary Procedures

The Board shall utilize the most recent Robert's Rules of Order to determine parliamentary procedures unless specific procedures to the contrary are established by the Board. The Board may elect a parliamentarian from its membership upon a Board motion and majority vote to that effect.

I. Voting

All balloting of the Directors shall be open, except that secret ballots, upon approval of a motion to that effect, may be taken for the appointment or confirmation of key staff members. Proxy voting by Directors is prohibited.

ARTICLE VI**OFFICERS OF THE BOARD****A. Officers Generally**

The officers of the Land Bank shall be a Chairperson of the Board, a Vice Chairperson, a Secretary, a Treasurer, and such other officers as the Board may appoint.

B. Chairperson

The Chairperson of the Board shall be the Chief Executive Officer of the Land Bank and shall preside at meetings of the Directors when present. The Chairperson's duties shall include the execution of all deeds, leases and contracts to the authority when authorized by the Board, and such duty may be delegated to the Land Bank General Counsel, or Executive Director in the discretion of the Board.

C. Vice Chairperson

The Vice Chairperson shall perform such duties as may be assigned to him/her by the Chairperson and in the absence of the Chairperson.

D. Secretary

The Secretary shall attest to the signature of the Chairperson and shall be responsible for taking, keeping and filing the minutes in accordance with the provisions of the bylaws.

ARTICLE VII

PROVISIONS FOR STAFFING AND RETENTION OF OUTSIDE SERVICES

A. Employment and Compensation of Staff and Outside Consultants

In accordance with the Georgia Land Bank Act and appropriate approval of the Land Bank Members, the Land Bank may employ or otherwise contract for any services of any staff deemed necessary to carry out the duties and responsibilities of the Land Bank. Such staff may be employed as employees of the Land Bank, or the services of such staff may be retained pursuant to agreements with the Land Bank Members, or other public or private entities.

B. Support from Land Bank Members

In addition, the Land Bank Members shall provide support services from the following departments that may include, but are not limited to:

_____ *County Tax Commissioners Office/Municipal Revenue Collection Administrator*

- Identify property tax delinquent properties.
- Provide statistical annual summary of revenue brought in directly through efforts of the Land Bank. Coordinate access to their databases.

_____ *County Tax Assessors Office*

- Provide access and coordinate access to their database.
- Assessment and evaluation consultation.

_____ *County Department of Buildings and Grounds & Land Bank Members' Departments of Public Works/Code Enforcement*

- Maintenance of land banked properties in unincorporated _____ County and in the Cities.

Practice Pointers

Identification of support from various departments or entities within local governments of the land bank members is not required in by-laws but laying out expectations for coordination and support by offices such as these is good practice in either creating resolutions or by-laws or other documents. At a minimum, building relationships and coordinating with various offices including the tax commissioner, the tax assessor, and local code enforcement offices is critical to land bank success.

ARTICLE VIII

FUNDING AND EXPENDITURES

A. Budget Contributions

The Land Bank Members may contribute to the annual Land Bank budget in such manner as approved by the Land Bank Members.

B. Establishment of Budget

The Board shall prepare annually a budget for the Land Bank. The Board shall review and approve a budget for the Land Bank immediately preceding each Fiscal Year.

C. Management of Funds

The Land Bank shall in its sole discretion and within its budget expend such funds as necessary to carry out the powers, duties, functions and responsibilities of a Land Bank under the Georgia Land Bank Act consistent with these bylaws.

D. Financial Statements or Reports

The Land Bank shall cause to be prepared, at the Land Bank's expense, audited financial statements (balance sheet, statement of revenue and expense, statement of cash flows and changes in fund balance) on an annual basis. Such financial statements shall be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm.

Practice Pointers

Be mindful in creating documents around annual audit requirements for a land bank. Sufficient care should be taken to ensure transparency and accuracy in a land bank's financial dealings, but not be overly costly or burdensome in light of the land bank's activities. In some circumstances, for example, where a land bank may only be disposing of a handful of properties per year and utilizing in-kind local government staff, it may be appropriate for the land bank audit to occur in the context of a larger local government audit or otherwise—rather than engaging a firm to conduct a standalone audit of a new land bank.

ARTICLE IX

LAND BANK ACQUISITION AND MAINTENANCE POWERS

A. Inventory and Analysis of Properties

The Board shall collect and receive data from public, private, professional and volunteer sources to compile an inventory and analysis of desirable properties for acquisition.

B. Acquisition by Land Bank of Properties

The Land Bank shall hold in its name all properties conveyed to it by the Land Bank Members, all tax delinquent properties acquired by it pursuant to these by-laws, the Georgia Land Bank Act, and the resolutions establishing the Land Bank, and all properties otherwise acquired. The Land Bank may acquire property to be held in its own name by instigating the following actions:

1. Except as otherwise provided under the Georgia Land Bank Act or the resolutions creating the Land Bank, the Land Bank may acquire by gift, devise, transfer, exchange, foreclosure, purchase or otherwise, real property or personal property, or rights or interests in real or personal property, on terms and conditions and in a manner the Board considers is in the best interest of the Land Bank. The Land Bank may purchase real property by purchase contract, lease contract or otherwise. The Land Bank may acquire real property or rights or interests in real property for any purpose the Land Bank considers necessary to carry out the purposes of the Land Bank Act.
2. The Land Bank shall have the power to obtain the Title to any property previously acquired by the Land Bank Members, and the Land Bank Members agree that each shall reserve unto itself the sole discretion to determine which properties would be offered to the Land Bank. Further, the Land Bank Members agree upon acceptance by the Land Bank of such properties, to cause appropriate deeds to be executed vesting title in the Land Bank.
3. The Land Bank may bid on and acquire title to real property in judicial and non-judicial tax enforcement proceedings in accordance with Section 48-4-112 of the Georgia Land Bank Act, or such other general, special or local laws as may be applicable to the property tax enforcement procedures of the Land Bank Members. The Land Bank may negotiate the acquisition of tax executions in accordance with Section 48-4-112 of the Georgia Land Bank Act or such other general, special, or local laws as may be applicable to the property tax enforcement procedures of the Land Bank Members.
4. The Land Bank shall have full discretion to accept donations of property and to enter into negotiations with persons offering to sell property. Such procedures may include the imposition of "processing fees" to cover the costs of title examinations or other related expenses.

C. Administration by Land Bank of Properties

The Land Bank shall administer the properties acquired by it as follows:

1. All property acquired by the Land Bank shall be inventoried; and the inventory shall be maintained as a public record and posted on the Land Bank website.
2. The Land Bank shall organize and classify the property on the basis of suitability for use.
3. The Land Bank shall provide for the maintenance of all property held by it in accordance with applicable laws and codes; and
4. The Land Bank shall have the power to manage, maintain, protect, rent, lease, repair, insure, alter, sell, trade, exchange, or otherwise dispose of any property on terms and conditions determined in the sole discretion of the Land Bank and in accordance with applicable law.
5. The Land Bank may assemble tracts or parcels of property for community improvement or other public purposes, and to that end may exchange parcels and otherwise effectuate with any person the purpose determined by the Board.
6. The acquisition and disposal of property by the Land Bank shall not be governed or controlled by any regulations or laws of the Land Bank Members unless specifically provided herein.

D. Review of Standards, Priorities and Procedures

During its first meeting each year, the Board shall set priorities for the processing of properties based on factors such as staff availability, the number of outstanding properties being monitored by the Land Bank, and potential need or demand for Land Bank properties.

ARTICLE X

TAX EXTINGUISHMENT POWERS OF THE LAND BANK

Subject to the notice provided to school districts pursuant to Section 48-4-112(a) of the Georgia Land Bank Act, and by resolution of the Board, the Land Bank may discharge and extinguish real property tax liens and claims owed to one or more of the Land Bank Members that encumber real property owned by the Land Bank.

ARTICLE XI

CONVEYANCE OF PROPERTY BY THE LAND BANK

A. Criteria for Conveyance

Requests for property shall be awarded according to criteria determined in the discretion of the Land Bank subject to the following priority considerations:

1. To governmental entities for parcels that are within their jurisdiction;
2. To projects that support neighborhood revitalization which may include acquisition, demolition, and construction of structures on the subject property that assist the local governments in revitalizing neighborhoods;
3. To support the production or rehabilitation of housing, including market rate housing and housing for persons with low or moderate incomes, with such definitions established by the Board of Directors on an annual basis;
4. To other entities submitting proposals that promote economic development and will return the property to tax-generating status;
5. To support conservation, including the preservation and reuse of land for environmental conservation, community gardens, and other greening purposes, and to mitigate the potential effects of climate change; and
6. Other community improvement and economic development purposes.

Practice Pointers

Building trusting relationships between the land bank and the local school district or districts is critical. Some Georgia land banks have established standing agreements with local school districts such that, for example, properties under a certain assessed value receive an automatic school district tax extinguishment on delinquent school district taxes once the property is held by the land bank (the school district essentially waives its rights to object to such extinguishment under the 2012 Georgia Land Bank Act). Such agreements are built on transparency and trust built over time.

Practice Pointers

These criteria should be broad and inclusive of many different considerations, and consistent with Land Bank Policies and Procedures, which Policies may be updated on a more frequent basis than bylaws.

These priorities shall not preclude the Land Bank from assembling tracts or parcels of property for community improvement or other public purposes.

Proposed projects that meet income eligibility guidelines will be further evaluated on the basis of experience and qualifications including financial strength and proven ability to construct/rehabilitate quality units at moderate cost.

B. Establishing Sales Price

Pursuant to O.C.G.A. § 48-4-109 (d-e), the Land Bank shall have full discretion in determining the sales price of the property.

C. Disbursement of Sales Proceeds

The proceeds, if any, from any sale of Land Bank property, shall be allocated as determined by the Board among the following priorities:

1. Furtherance of Land Bank operations;
2. Recovery of Land Bank expenses;
3. Remitter to the tax commissioner or municipal tax collector for distribution to the appropriate taxing entity in proportion to and to the extent of their respective tax bills and costs.

ARTICLE XII

DEVELOPMENT OF PROPERTIES CONVEYED BY THE LAND BANK

A. Creation of Development Regulations

The Land Bank may create and revise regulations for development of property conveyed by the Land Bank based on the property's current condition, zoning status, location, and dimensions.

B. Time Limits for Development

To protect against long term speculation by grantees of Land Bank Property any conveyance of property by the Land Bank may be structured in a manner that permits the Land Bank to enforce contractual agreements, real covenants, and the provisions of any subordinate financing held by the Land Bank pertaining to development and use of the Real Property.

C. Extension of Time Limits for Development

The Land Bank, in its discretion, may upon a majority vote of the Board grant extensions or exceptions to conveyance agreements including requirements for development and use of Real Properties conveyed by the Land Bank.

ARTICLE XIII

AMENDMENT OF BYLAWS

In accordance with the Georgia Land Bank Act section 48-4-104(i)(1), these bylaws may be amended upon approval of a majority of the entire board membership at any regular meeting of the Directors after notice of such proposed amendment has been given at least one regular Board meeting prior to such meeting. Notification of such changes in the bylaws shall be made to any funding agency requiring such notification

ARTICLE XIV

DISSOLUTION OF LAND BANK

In the event that this Land Bank should for whatever reason be dissolved, the Directors shall comply with all state and local laws pertaining to such dissolution and shall comply with all pertinent and current regulations, directives and requirements of funding sources in terms of closeout procedures, timetables, and disposition of property and assets.

In the event this Land Bank is terminated by agreement of the Land Bank Members, the Land Bank shall dissolve and conclude its affairs in a manner provided in the Georgia Land Bank Act and the Land Bank Member resolutions creating and governing the Land Bank.

ARTICLE XV

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Pursuant to the provisions of the laws of the State of Georgia pertaining to Land Banks including the Georgia Land Bank Act, no member of the Board shall be personally liable to the Land Bank or its members for monetary damages for breach of fiduciary duty or any other duties as a Director; provided, however, that this Article XV shall in no way eliminate or limit the liability of a Director: (i) for any appropriation, in violation of his/her duties, of any business opportunity of the Land Bank; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or (iii) for any transaction from which the Director derived an improper personal benefit.

ARTICLE XVI

FISCAL YEAR

The fiscal year of the Land Bank shall be from January 1 to and through December 31.

Practice Pointers

When establishing a new Land Bank, consider whether the fiscal year of the Land Bank should run parallel to the fiscal years of the creating local governments, or should intersect with the local government fiscal years in a manner that allows the Land Bank to seek annual funding and report on annual progress in advance of local government budget cycles.

Acquisition and Disposition Policies

Land bank acquisition and disposition policies¹⁰ are typically the most important of all land bank governing documents because they articulate specific procedure for the land bank's core function. These policies are subject to review and adoption by the board of directors and should be regularly reviewed and updated over time as your land bank evolves.

Not all land banks need every policy provided in the example below. Some land banks need policies that are not anticipated here. Policies should be accessible

to the public and stakeholders and give meaningful direction to land bank staff while allowing flexibility, in accordance with the purpose of the 2012 Georgia Land Bank Act. Land bank properties are among the most difficult to return to productive use. Thus, policies for their acquisition and disposition must reflect and support nimble and creative land bank programming designed to return land bank property to productive and equitable uses, and to help ensure those properties do not end up in a cycle of abandonment in the future.

¹⁰ These example policies and procedures are derived largely from previous versions but modified to reflect lessons learned in our recent land bank work. See Frank S. Alexander, *Land Banks and Land Banking, 2nd Edition* (Community Progress, 2015) at Appx. E; Frank S. Alexander and Sara J. Toering, *Georgia Land Bank Resource Manual* (Community Progress, 2013) at Appx. III-1; Frank S. Alexander, *Land Banks and Land Banking, 1st Edition* (Community Progress, 2011) at Appx. D (reprinted and updated with permission of the authors and Center for Community Progress).

County Land Bank Policies and Procedures

Acquisition and Disposition of Real Property

As Approved and Adopted by the Board of Directors on [DATE]

These policies and procedures are a consolidation of and codification of all prior policies and procedures of the _____ County Land Bank Authority (hereinafter "LBA") and supersede all such prior policies and procedures.

Section 1. Role as a Public Authority.

1.1 Public Authority. The LBA is a public entity authorized under Georgia law, with all powers granted by O.C.G.A. § 48-4-100 et seq. (hereinafter the "Georgia Land Bank Act") and created by Land Bank Members including _____ County and the Cities of _____, and _____. The LBA was created pursuant to Resolution _____ of the _____ County Board of Commissioners dated [Date], and later and corresponding resolutions of the Cities of _____, and _____. It is governed by a Board of Directors appointed by the Land Bank Members.

1.2 Governing Authority. The core governing documents of the LBA are the Georgia Land Bank Act, the aforementioned resolutions by the _____ County Board of Commissioners and the Cities of _____, and _____, the LBA By-laws, and those Policies and Procedures approved and adopted by the LBA Board of Directors now and in the future.

Practice Pointers

"Land Bank Members" are defined in the Georgia Land Bank Act and include "the local governments that are parties to the intergovernmental contract or resolution creating a land bank and the local governments that join a land bank subsequent to its creation." O.C.G.A. § 48-4-102(5).

- 1.3 Purposes. The LBA was established to acquire, hold, and transfer interest in real property located within the boundaries of the Land Bank Members for the following purpose: to foster the public purpose of returning property which is dilapidated, abandoned, foreclosed, or tax delinquent and in a nonrevenue generating, nontax producing status, to an effective utilization status in order to support the creation of market and affordable housing, public space, economic opportunity, and vibrant communities for the citizens of _____ County, all in ways that are consistent with goals and priorities established by local government partners and other community stakeholders

Section 2. Priorities for Property Use.

- 2.1 Priorities for Use. In accordance with state and local law, the LBA may consider any of the following priorities for use of property of the LBA including a) to make available its properties to the local governments for public use and ownership as determined by the local governments, b) to return the property acquired by the LBA to tax-generating status while maximizing the value of the property which may include attempts to change the zoning classification of the property in a manner that is consistent with the economic development goals of the parties, c) to support neighborhood revitalization which may include acquisition, demolition, and construction of structures on the subject property that assist the local governments in revitalizing neighborhoods, d) to support generational wealth building for legacy residents of historically under-invested, red-lined, or otherwise marginalized neighborhoods, e) to support the production or rehabilitation of housing, including market rate housing and housing for persons with low or moderate incomes, with such definitions established by the Board of Directors on an annual basis, e) to support conservation, including the preservation and re-use of land for environmental conservation, community gardens, and other greening purposes, and in order to mitigate the potential effects of climate change, and e) other community improvement and economic development purposes.

- 2.2 Priorities for Purpose. These uses should be consistent with the following priorities: neighborhood revitalization; return of the property to productive tax-paying status; land assemblage for economic development; long-term “banking” of properties for future strategic uses; and provision of financial resources for operating functions of the LBA.

- 2.3 Use Consistent with Land Use and Zoning Plans. The use of properties acquired from the LBA should be consistent with future land use plans and maps as well as consistent with the zoning plans of the Land Bank Members.

Practice Pointers

Each land bank must identify key priorities appropriate and useful in their respective jurisdictions. The majority of land banks in Georgia and around the country – rural, sub-urban, and urban alike – are among the primary ground-level entities seeking to contribute to workforce and other housing affordability.

Section 3. Priorities for Identity of Transferees.

- 3.1 Priority Transferees. Except where limited by the terms of its acquisition, the first priority for use of real property held by the LBA shall be for conveyance to local government entities. The second priority use shall be neighborhood nonprofit entities seeking to obtain the land for affordable housing. The third priority use shall be other individuals and entities intending to produce affordable housing. The fourth priority shall be individuals and entities intending to produce market rate housing or commercial spaces in concert with local plans and priorities. The LBA may also, at its discretion, give priority to:

legacy residents of historically under-invested, red-lined or otherwise marginalized communities or neighborhoods, nonprofit institutions such as academic institutions and religious institutions; entities that are a partnership, limited liability corporation, or joint venture comprised of a private nonprofit corporation and a private for-profit entity; and individuals who own and occupy residential property for purposes of a Side Lot Disposition Program. The LBA reserves full and complete discretion to consider these priorities, and the additional criteria and guidance in these Policies and Procedures in assessing the viability of applications for LBA parcels, and in ensuring property uses that further the mission of the LBA and the goals and priorities of the Land Bank Members.

3.2 Transferee Qualifications. All applicants seeking to acquire property from the LBA, or to enter into transaction agreements with the LBA, will be required to provide as part of the application such information as may be requested by the LBA, including but not limited to (a) the legal status of the applicant, its organizational and financial structure, and (b) its prior experience in developing and managing real property. Prior or current ownership of properties that became delinquent in ad valorem tax payments and remain delinquent in ad valorem tax payments during an applicant's ownership, whether sole owner or a member in a corporation, shall disqualify an applicant. Applicants shall remain disqualified until all delinquencies have been satisfied and properties have remained tax current for at least 24 months. Ownership of properties that have any unremediated citation for violation of federal and local code, ordinances, and regulations shall disqualify an applicant. Applicants shall remain disqualified until all properties have been code compliant for at least 24 months.

3.3 Reserved Discretion. The LBA reserves full and complete discretion to decline applications and proposed transaction agreements from individuals and entities that meet criteria including, but not limited to:

- (a) failure to perform in prior transactions with the LBA,
- (b) parties that are barred from transactions with local government entities,
- (c) parties not able to demonstrate sufficient experience and capacity to perform in accordance with the requirements of the LBA,
- (d) applications for properties that have been used by the proposed transferee or a family member of the transferee as his or her personal residence at any time during the twelve (12) months immediately preceding the submission of application (except in rental cases),
- (e) parties who do not personally reside in or whose principal place of business is not within 50 miles of _____ County, give or take a few miles as context requires, who seek to purchase property for non-owner-occupant purposes and cannot demonstrate ownership of similar properties in _____ County that are code compliant, occupied by bona fide tenants, and managed by local property managers with a demonstrated track record of success, and
- (f) inability to close within 60 days, or such other time period as the board determines is reasonable in a given transaction, of entering into a contract for acquisition of a LBA parcel.

Section 4. Priorities Concerning Neighborhood and Community Development.

The LBA reserves the right to consider the impact of a property transfer on short- and long-term neighborhood and community development plans. In doing so, the LBA may prioritize the following in any order in which it deems appropriate: the preservation of existing neighborhoods; neighborhoods which

have recently experienced or are continuing to experience a decline or deterioration; geographic areas which cannot support residential or commercial development.

Section 5. Conveyances to the LBA.

5.1 Sources of Property Inventory. Sources of real property inventory of the LBA include, but are not limited to, the following: (a) transfers from local governments, (b) acquisitions by the LBA at tax sales, (c) donations from private entities, (d) market purchases, (e) conduit transfers contemplating the simultaneous acquisition and disposition of property, and (f) other transactions such as land banking agreements.

5.2 Policies Governing the Acquisition of Properties. In determining which, if any, properties shall be acquired by the LBA, the LBA shall give consideration to the following factors:

- (a) Proposals and requests by governmental entities that identify specific properties for ultimate use and redevelopment.
- (b) Proposals and requests by nonprofit corporations that identify specific properties for ultimate acquisition and redevelopment.
- (c) Residential properties that are occupied or are available for immediate occupancy without need for substantial rehabilitation.
- (d) Improved properties that are the subject of an existing order for demolition of the improvements and properties that meet the criteria for demolition of improvements.
- (e) Vacant properties that could be placed into a Side Lot Disposition Program.
- (f) Properties that would be in support of strategic neighborhood stabilization and revitalization plans.
- (g) Properties in neighborhoods that were historically under-invested, red-lined, or otherwise marginalized, where an investment will support wealth-building for legacy residents of those neighborhoods.
- (h) Properties that would form a part of a land assemblage development plan.
- (i) Properties that will generate operating resources for the functions of the LBA.

5.3 Acquisitions through Delinquent Property Tax Enforcement Proceedings. At the request of the LBA, the Tax Commissioner may combine properties from one or more of the foregoing categories in structuring the terms and conditions of the property tax foreclosure procedures, and the LBA may acquire any such properties prior to sales, at such sales, or subsequent to sales as authorized by state and local law. In determining the nature and extent of the properties to be acquired the Tax Commissioner shall also give consideration to the underlying values of the subject properties, the

Practice Pointers

Terms like “neighborhood” make sense in many larger cities in Georgia, however such terms make little sense in smaller, more rural spaces or large counties with few municipalities. Using language throughout policies and procedures that is sensitive to and respectful of the culture and practice of land bank members is an opportunity to build trust with the community residents. Residents will be reading these policies on the land bank website, hearing them discussed in board meetings as they consider whether to support and work with the land bank in some fashion – through purchasing property, donating property, or ensuring local government leaders continue to support the land bank.

financial resources available or acquisitions, the operational capacity of the LBA, and the projected length of time for transfer of such properties to the ultimate transferees.

5.4 Transaction Agreements. In all cases involving conduit transfers and Land Banking agreements a transaction agreement must be approved in advance and executed by the LBA and the grantor of the property. In the case of conduit transfers such a transaction agreement will generally be in the form of an Acquisition and Disposition Agreement prepared in accordance with these Policies. In the case of a Land Banking relationship such a transaction agreement will generally be in the form of a Land Banking agreement prepared in accordance with these Policies. These transaction agreements shall be in form and content as deemed by the LBA to be in the best interest of the LBA and shall include to the extent feasible specification of all documents and instruments contemplated by the transaction as well as the rights, duties, and obligations of the parties.

5.5 Title Assurance. In all acquisitions of property by the LBA through transaction agreements the LBA generally requires a certificate of title based upon a full title examination and, in the case of Land Banking Agreements, a policy of title insurance insuring the LBA subject to such outstanding title exceptions as are acceptable to the LBA in its sole discretion.

5.6 Environmental Concerns. The LBA reserves full and complete discretion to require in all transaction agreements that satisfactory evidence be provided to the LBA that the property is not subject to environmental contamination as defined by federal or state law.

Section 6. Conveyances from the LBA.

6.1 Consideration Generally. The form of consideration to be provided by the transferee to the LBA is in the sole discretion of the LBA and may take the form of cash, deferred financing, performance of contractual obligations, imposition of restrictive covenants, or other obligations and responsibilities of the transferee, or any combination thereof. In each and every transfer of real property, the LBA shall require good and valuable consideration in an amount not more than the fair market value of the property, as determined by the LBA, or the Property Costs. "Property Costs" shall mean the aggregate costs and expenses of the LBA attributable to the specific property in question including, but not limited to, costs of acquisition, maintenance, repair, demolition, marketing of the property, and indirect costs of the operations of the LBA allocable to the property.

6.2 Covenants, Conditions, and Restrictions. All conveyances by the LBA to third parties shall include such covenants, conditions, and restrictions as the LBA deems necessary and appropriate in its sole discretion to ensure the use, rehabilitation, and redevelopment of the property in a manner consistent with the public purposes of the LBA. Such requirements may take the form of a deed creating a defeasible fee, recorded restrictive covenants, subordinate financing being held by the LBA, contractual development agreements, or any combination thereof.

Practice Pointers

Pricing for land bank properties is often a source of confusion for both land bank leaders and stakeholders. Generally, land banks are designed not necessarily to generate profits, but rather to operate as an alternative to speculative real estate markets and focus not on highest price but on best community outcome. In addition, land bank properties tend to bear costs that significantly outweigh their market value, and most land banks will always need support from local government and philanthropic sources—land banks are typically handling the properties the market has abandoned.

6.3 Options. The Board of the LBA will consider options on property held by the LBA on a case-by-case basis. The Board will determine the requirements applicable to option contracts by evaluating the particular details of each property. All option agreements are subject to all policies and procedures of the LBA pertaining to property transfers.

6.4 Deed Without Warranty. All conveyances from the LBA to third parties shall be by Quitclaim Deed, unless otherwise determined by the Board of Directors on a case-by-case basis or pursuant to pilot or other programs developed for particular circumstances.

Section 7. Collaboration with Not-for-Profit Entities.

7.1 LBA Discretion. Some properties may present unusual or extenuating circumstances to a Not-For-Profit Entity due to lack of funding for housing production, other development, or related costs. The LBA reserves the right to evaluate and consider these properties case-by-case.

7.2 Transactions with Not-for-Profit Entities. The LBA is willing to enter into conduit transfers with not-for-profit corporate entities as outlined in this section. These not-for-profit corporate entities would secure donations of or purchase tax delinquent properties from owners, transfer these properties to the LBA for waiver of taxes, and “buy back” these properties for use in the manner determined by the Board of the LBA.

(a) The LBA will consider extinguishment of non-delinquent taxes which were the responsibility of the transferring Not-for-Profit Entity if such extinguishment is in accordance with the purpose of the LBA.

7.3 Documentation of Lot Purchase. The applicant must document the purchase process extensively. This documentation should include, but is not limited to, the following information per parcel:

(a) The total purchase price for the property, including the net proceeds paid or payable to the seller;

(b) The total amount spent to acquire the property (e.g., legal counsel, administrative costs);

(c) The development costs impacting the final sale price; and

(d) The total amount of delinquent ad valorem taxes (County, City, School District), special assessments, and other liens and encumbrances against the property and the length of delinquency for each.

7.4 Maximum Costs. The total of these costs should exceed the maximum allowable lot cost (i.e., the cost that will permit development) before the LBA may consider the waiver of taxes in total or in part.

Practice Pointers

Conduit transfers are simply those transactions where a nonprofit may acquire a tax-delinquent property directly from a tax-delinquent owner (before tax sale). In that case, the nonprofit may transfer the property briefly to the land bank for the land bank to extinguish taxes, and then the land bank will transfer the property right back to the nonprofit for appropriate use. These kinds of transfers are generally not appropriate for for-profit entities. The Valdosta/Lowndes Land Bank operated for several years almost entirely on this model, where Habitat for Humanity would acquire a tax-delinquent parcel, transfer it to the land bank for tax extinguishment, and then the land bank would transfer back to Habitat. Habitat developed affordable housing through Valdosta utilizing land bank property and powers in this fashion.

Section 8. Collaboration with For-Profit Entities.

- 8.1 LBA Discretion. Some properties may present unusual or extenuating circumstances to a For-Profit Entity due to lack of funding for housing production, other development, or related costs. The LBA reserves the right to evaluate and consider these properties case-by-case.
- 8.2 Transactions with For-Profit Entities. The LBA is willing to enter into conduit transfers with for-profit corporate entities as outlined in this section. The corporate entities would secure donations of or purchase tax delinquent properties from owners, transfer these properties to the LBA for waiver of taxes, and “buy back” these properties for use in property development.
- 8.3 Eligibility. Eligibility for this option will be based on certain criteria. These shall include the geographical location of the property. With assistance and guidance from the LBA where appropriate, the for-profit entity must identify and consult with any active nonprofit entities that may have an interest in developing the property. If an interest exists, the nonprofit and for-profit may forge an agreement for joint development.
- 8.4 Documentation of Lot Purchase. The applicant must document the purchase process extensively. This documentation should include, but is not limited to, the following information per parcel:
- (a) The total purchase price for the property, including the net proceeds paid or payable to the seller;
 - (b) The total amount spent to acquire the property (e.g., legal counsel, administrative costs, etc.);
 - (c) The development costs impacting the final sale price; and
 - (d) The total amount of delinquent ad valorem taxes (County, City, School District), special assessments, and other liens and encumbrances against the property and the length of delinquency for each.
- 8.5 Maximum Costs. The total of these costs should exceed the maximum allowable lot cost (i.e., the cost that will permit the production of the development) before the LBA may consider the waiver of back taxes in total or in part.

Section 9. Property for Community Improvements.

- 9.1 Community Improvement Property. The LBA is willing to accept donations of property to be transferred into a non-revenue-generating, non-tax-producing use that is for community improvement or other public purposes. Under the provisions of the governing documents of the LBA, the LBA is permitted to assemble tracts or parcels of property for community improvement or other public purposes.
- 9.2 Eligibility. Properties can be conveyed to the LBA for waiver of delinquent taxes and then reconveyed by the LBA to be utilized for community improvement purposes including but not limited to community gardens, parking for nonprofit functions such as a school or cultural center, or a playground for after-school or day care. The application must demonstrate that the proposed community improvements are consistent with the area redevelopment plans and community revitalization.
- 9.3 Transferee. The application must identify and be signed by the ultimate transferee of the property from the LBA. The transferee should be a governmental entity, a not-for-profit property entity, or in

rare cases a for-profit entity that is capable of holding and maintaining the property in the anticipated conditions and for the anticipated purposes.

- 9.4 Restrictive Covenants. The LBA, in the conveyance of the property to a transferee, will impose covenants, conditions, and restrictions as necessary to ensure that the property is used for community improvement or other public purposes.

Section 10. Approval of Property Transfers.

- 10.1 Transfers Requiring Board of Directors Approval. The Board of Directors must approve all property transfers in advance.

- 10.2 Review of Approval Authority. The LBA Board of Directors anticipates that this section delineating which property transfers require staff approval and which property transfers require Board of Directors approval will be reviewed and revised within two years from the date of the first LBA property transfer undertaken in accordance with these policies and procedures.

Section 11. Interpretations of Policies and Procedures & Revisions.

- 11.1 Interpretations. The LBA's executive team shall have the sole authority to interpret these policies and procedures, and may adopt additional internal administrative guidelines to clarify, expand, or provide further detail on any of the policies contained herein. Any such internal administrative guidelines must be in writing and must not contradict these policies and procedures.

- 11.2 Revisions. These policies and procedures will be revised as needed and adopted by the LBA's Board of Directors. The LBA will maintain a record of all policies and procedures it has adopted, and the date revised policies were adopted.

Practice Pointers

The Georgia Land Bank Act only requires Board approval for disposition of properties with a value of more than \$50,000.00. See O.C.G.A. § 48-4-104(i). As a practical matter, most land banks begin by requiring board approval of all property transfers, and then over time transfer discretion for a variety of property dispositions to executive staff leadership.

Budget

Land bank budgets throughout Georgia are as diverse as the communities that create them. The example budget below is a starting point and list of items to consider as you begin your land bank or move into a stage of land bank development that requires increased staffing and resources.

Some land banks in Georgia are stand-alone entities with staff entirely separate from the creating local governments. Many begin by operating out of a county or city community development department or other local government agency, and most Georgia land banks utilize some significant portion of in-kind support from the creating local governments. The budget outline below may be aspirational for some and a practical checklist for others, but in all cases, budgets are documents that reflect the values and priorities of an organization. Georgia land bank leaders should and do seek to ensure their limited resources reflect those values and priorities.

Practice Pointers

The Georgia Land Bank Act authorizes land bank members, in their creating resolutions, to authorize a tax recapture funding source for Georgia land banks. Up to 75 percent of new property taxes (less school district taxes) generated for up to five years when a land bank disposes of property to new ownership may be distributed back to the land bank. See O.C.G.A. §48-4-110(c).

While this funding stream will not be significant enough to cover a large portion of land bank expenses, authorizing this recapture is an important recognition by land bank members of the value of land banking. The kind of properties the land bank seeks to remediate and return to productive use are often the most expensive to address and have low market value but impose significant costs on neighbors and communities.

_____ Land Bank Authority Annual Budget

Budget FYE 20XX

Income		Budget	Actual
	County General Funds		
	Member Jurisdiction General Funds		
	Redemption Proceeds		
	Grant Funds		
	Property Sales Proceeds		
	Application Fees		
	Tax Recapture Funds		
	Rental Receipts		
	Misc. Income		
	Charitable Donations		
Income Total			
Expenses			
Salaries			
	Executive Director		
	Property Acquisition/Disposition Coordinator		
	Community Engagement Coordinator		
	Office Manager		
Salaries Subtotal			
Fringe Benefits			
	FICA/MC/SUTA/FUTA		
	Health Insurance		
	Life Insurance		
	Disability Insurance		
	Worker's Comp		
	Retirement Match or Pension		
Fringe Benefits Subtotal			
Administrative Expenses			
	Office Space Rent		
	Payroll Services		
	Bank Fees		
	Telephone and Internet		
	Computer Equipment and Software		
	Office Supplies		
	Insurance (Liability, Directors and Officers, Bond, WC)		
	Postage		

Expenses (cont.)		Budget	Actual
	Marketing/Promotion/Website		
	Mapping Services		
	Printing/Reproduction		
	Annual Registrations/Dues		
	Furniture/Office Sundry		
	Mileage and Travel		
	Training and Education		
	Administrative Expenses Subtotal		
Professional Fees			
	Accounting Services		
	Audit		
	Title Examination		
	Realtor/Broker Commissions		
	Appraisal Services		
	Legal Services		
	Professional Fees Subtotal		
Automobile			
	Auto Insurance		
	General Auto Maintenance		
	Gasoline		
	Automobile Expenses Subtotal		
Property Expenses			
	Property Maintenance		
	Property Insurance		
	Property Title Clearance		
	Property Acquisition		
	Property Programming		
	Property Expenses Subtotal		
	Expenses Total		
	Less Income		
	BALANCE		

Land Bank Property Acquisition and Disposition

Property Application Form

A land bank property application form should be designed to begin a relationship between a purchaser and the land bank in a transparent, thoughtful, and concrete fashion. The level of detail needed in an application form may vary and is dependent upon the programming, inventory, and market of a given land bank. In some Georgia markets, land banks are actively working in partnership with large-scale mission-driven developers to build affordable housing. Detailed information is needed for a land bank to enter that kind of partnership. In other communities, land banks work almost exclusively with individual residents who may live next door to a vacant lot owned by the land bank seeking to acquire the lot which they have maintained and cleaned for many years (e.g., side lot). A simpler application form may be appropriate for such side lot transfers.

In every case, when seeking information from prospective purchasers land banks must endeavor to ensure land bank property is transferred to individuals and businesses that will be responsible stewards of the land. Land banks should also consider ways that acquiring land through a land bank can offer an opportunity for those without significant capital to access the real estate market, heal their communities, and build generational wealth through homeownership, property management, or means. The example property application provided below was prepared based on existing applications of the Macon-Bibb and Clayton County Land Bank Authorities.

_____ Land Bank Application Form

1. Applicant Contact Information

Name of Applicant: _____

If Business Entity, Name of Responsible Individual/Key Contact: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Daytime Phone: _____ Alternative Phone: _____

Email Address: _____

2. Applicant Eligibility

Has the applicant ever been:	Yes	No
Property tax delinquent?	<input type="checkbox"/>	<input type="checkbox"/>
Subject to a property tax foreclosure judgment?	<input type="checkbox"/>	<input type="checkbox"/>
Subject to a mortgage foreclosure (proceedings or judgment)?	<input type="checkbox"/>	<input type="checkbox"/>
Subject to unpaid special assessments?	<input type="checkbox"/>	<input type="checkbox"/>
Subject to utility delinquencies?	<input type="checkbox"/>	<input type="checkbox"/>
Subject to a local code violation (such as maintenance violations)?	<input type="checkbox"/>	<input type="checkbox"/>

Please explain any items above checked "Yes."

3. Applicant Experience

Please describe the applicant's experience, capacity, and dedication to complete the project anticipated for the property sought to be acquired from the _____ Land Bank.

Please provide two references who can speak to the applicant's ability to acquire, maintain, or responsibly dispose of the parcels requested from the [NAME] Land Bank.

Name:

Name:

Phone:

Phone:

Email Address:

Email Address:

Relationship to Applicant:

Relationship to Applicant:

4. Property Information

Please provide the following information regarding the parcel or parcels the Applicant seeks to acquire from the [NAME] Land Bank. If you seek multiple parcels, please submit the information below for each parcel. Complete a separate page for each parcel, if seeking multiple parcels.

Property Address:

Parcel ID #:

Property Characteristics:

- ☐ Vacant lot next to applicant's property (i.e., side lot)
- ☐ Vacant lot not next to applicant's property
- ☐ Vacant residential structure
- ☐ Vacant commercial or industrial structure

Intended Use (check all that apply):

- ☐ Maintain as side lot (vacant lot next to applicant's property)
- ☐ Occupy
- ☐ Rent
- ☐ Develop for residential use
- ☐ Develop for commercial or industrial use
- ☐ Other

Proposed Purchase Price (\$USD):

Provide a brief description of your intended use and or development of the property and include an explanation of what public benefit your development of the property will bring to _____ County or the surrounding community. (You may include additional pages, if needed).

Timeline for completion of proposed project:

Will financing be required for completion of proposed project/use? **Yes** ☐ **No** ☐

If yes, please describe financing required and attach a funding commitment letter.

Additional Documentation Required

Please submit the following materials with this Application, if applicable:

- ☐ If you intend to use the property as a side-lot, please include documentation that you are the owner of the adjoining property (Deed, Tax Assessor's Property Record, etc.).
- ☐ If your proposed project requires financing, please include a funding commitment letter from a financial institution or other sources stating how the project will be financed.
- ☐ Please include any additional information relevant to your capacity and experience in completing the project anticipated which, for nonprofit and for-profit developer Applicants, could include company descriptions, lists of portfolio comparable projects, detailed financing information, development team descriptions, site plan(s), elevations, renderings, etc. as applicable.
- ☐ Please submit, if applicable, any documentation or description of the public benefit your development of the property will bring to _____ County or the surrounding community. Such public benefits include, for example, remediation of vacancy and abandonment, greenspace, or affordable housing. Any documentation of community support for your project may also be submitted (e.g., neighborhood association support, support from nonprofit and other community partners etc.).

5. Land Bank Requirements for Applicants

Please read the following, sign, and date affirming that you have read and understand the information provided.

These requirements must be satisfied to acquire properties through the [NAME] Land Bank:

- The Applicant has no fines or delinquent property taxes owed to the local government(s) of [NAME] County or other Land Bank members

- All properties owned by the Applicant are in good standing and have no violations of city or county code or open property maintenance cases with [NAME] County or Land Bank members
- The Applicant has not had a property foreclosure filed against them or filed for bankruptcy within the past seven (7) years (extenuating circumstances may be considered).
- All Applicant's business entities are active and in good standing with the Georgia Secretary of State
- The Applicant (and Applicant's business entities) is in good standing with the Department of Revenue and IRS.

These requirements apply to all Applicants and applications received by the [NAME] Land Bank:

- The Land Bank Board of Directors must authorize all transactions and approves/denies all processed applications.
- An application will not be approved unless the Applicant has sufficient funds to purchase the property and to perform all proposed improvements. Evidence of funding is required.
- The Applicant (potential property owner) must obtain any necessary building permits and meet zoning requirements and other local laws and regulations that apply to the property it plans to acquire from the [NAME] Land Bank.
- All disposition decisions are within the discretion of the [NAME] Land Bank Board of Directors, in accordance with the Land Bank Policies and Procedures.

These requirements apply to all Buyers of property from the [NAME] Land Bank:

- Buyers agree to accept title "as is" without any warranties or representations by the Land Bank including, without limitation, the property's suitability, habitability, fitness of buyers' intended purpose of the property, environmental site conditions, zoning, adequacy of utility services, warranties of merchantability, or defects in the property's title. Buyer agrees to hold harmless and release the Land Bank for all conditions known and unknown to the property.
- Buyers agree to indemnify, protect, hold harmless, defend, and release the Land Bank from any claims, losses, damages, costs, or expenses including, without limitation, all reasonable attorney's fees asserted against, incurred, or suffered by the Land Bank resulting from any contract breaches, personal injuries, or property damages occurring in, on, about, or related to the property resulting from any causes, except resulting from the acts or omissions of the Land Bank or its agents, employees, or contractors. Nothing in this article restricts the Land Bank's rights and remedies available at law or in equity.
- The Land Bank reserves the right to condition the sale on the buyer's acceptance of deed restrictions and/or other agreements. **The Land Bank reserves the right to accept or reject all land use/development proposals and offers for purchase.**

6. Applicant Signature

Applicant understands that the [NAME] Land Bank will dispose of all properties in accordance with the [NAME] Land Bank's Policies and Procedures as determined by the Board of Directors and in consideration of the highest and best use of the property for the residents of [NAME] County.

Signature (Required) I have read and understand the information provided above.

Signature of Applicant:

Date:

Donation Agreement

Georgia land banks are authorized to take donations of property (see O.C.G.A. §48-4-108(b)) and do so on a case-by-case basis in accordance with their land acquisition policies. The example donation agreement below was prepared based on a template designed by the Macon-Bibb Land Bank Authority and highlights several important considerations. For example, donors should retain any and all responsibility for determining

what, if any, tax consequences their donation of property to the land bank may have on their personal tax liability. In addition, land banks should complete appropriate due diligence before accepting any property donations, including diligence focused on the physical condition of the parcel and the quality of title to be transferred.

[City Name], County Donation Agreement

[PROPERTY ADDRESS]

This agreement is made and entered into this ____ day of _____, 20__ between _____ of _____ County, _____, hereinafter referred to as Donor, and the [____ Land Bank Authority] on behalf of _____, hereinafter referred to as Donee;

WITNESSETH

1. Property. Donor agrees to donate, convey and transfer to Donee and Donee agrees to accept and receive from Donor that certain real property lying and being in the City of _____, _____ County, Georgia and known as _____, more fully described in Exhibit A attached hereto and by this reference made a part hereof.

2. Donative Intent. The real property is being donated by the Donor to the Donee as a charitable gift.

3. Charitable Contribution.

(a) The Donee is a public body corporate and politic and is exempt from taxation under O.C.G.A §48-4-104(a) of the Georgia Land Bank Act.

(b) Donor intends that the fair market value of the Property shall be a charitable contribution to the Donee. Donor understands and acknowledges that the Donee makes no representation as to the tax consequences of the transaction contemplated by this Agreement. Donor will obtain independent tax counsel and be solely responsible for compliance with the gift value substantiation requirements of the Internal Revenue Code.

(c) Determining the fair market value of the donated property shall be the responsibility of the Donor. Fair market value of the property shall be established as defined by the IRS

4. Purchase Price. The total consideration that Donee agrees to pay and Donor agrees to accept shall be zero dollars (\$0.00).

5. Commissions and Fees. The Donor and Donee each represents to the other that it has not dealt with any real estate agent or brokerage firm in connection with the transactions contemplated in this donation Agreement and are not aware of any real estate commissions that are or will come due to any such agent or firm in connection with such transactions.

6. Title To Be Conveyed to Donee. Donee shall be obligated to accept the donation of the Property only if Donor will have as of closing and shall convey to Donee at closing good and marketable fee simple title to the Property, free and clear of all liens, restrictions, and encumbrances other than _____. Donee shall have 30 days after acceptance of this agreement in which to examine title and in which to furnish Donor with a written statement of objection affecting the marketability of said title. In the event that Donor is unable to convey good and marketable title, neither party shall have any rights, remedies, or obligations.

7. Closing.

(a) Closing of the Donation hereunder shall take place at the offices of [Law Office/Address] at a time and on a date mutually agreeable to the parties hereto, but in no event later than sixty (60) days after the signing of this Agreement.

(b) At closing Donor shall execute and deliver to Donee a warranty deed of gift, in recordable form, conveying good and marketable fee simple title to the Property, free and clear of all claims, liens, deeds to secure debt, mortgages, security interests, restrictions, covenants, easements, leases, licenses, options, rights, or other encumbrances, except and only:

(i) restrictive covenants affecting the Property, if any; and

(ii) any and all easements for drainage, sewage and utilities, or other matters affecting the Property recorded upon the _____ County deed records or shown upon any recorded plat of the Property.

(c) All costs of closing shall be paid by the Donee, including without limitation the cost of preparing the deed conveying the Property, the cost of examining the title to the Property, and the costs of all surveys, tests, or analysis or investigations of the Property elected to be made by the Donee.

(d) Donor agrees to deliver all keys, if applicable, for access to the structure(s) located on the subject property to the Donee at the closing.

(e) Donor agrees to maintain the subject property in the same or better condition as when the agreement is entered.

8. Notices. Whenever any notice is required or permitted hereunder, such notice shall be in writing and shall be delivered in person or sent by United States Registered or Certified Mail/Return Receipt Requested, postage prepaid to the addresses set out below or at such other addresses as specified by written notice delivered in accordance herewith, and mail shall be deemed delivered on the third day following the posting thereof:

Donor: [Donor Name]
[Donor Address]

Donee: [Land Bank Authority]

[LBA Address]

9. Miscellaneous:

(a) 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.

(b) This agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

(c) Any amendment to this agreement shall not be binding upon any of the parties to the agreement unless such amendment is in writing and such amendment is executed by all of the parties to this agreement.

(d) Time is of the essence of this agreement.

(e) Unless set forth to the contrary herein, if any term, covenant, or condition of this agreement or the application thereof to any personal circumstance shall, to any extent be invalid or unenforceable, the remainder of this agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this agreement shall be valid and be enforced to the fullest extent permitted by law.

(f) This agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

DONOR:

Tax ID No.: _____

WITNESS: _____

DONEE: [LAND BANK AUTHORITY]

By: _____

[NAME], DIRECTOR

WITNESS: _____

Exhibit A: Legal Description

School District Notice for School Tax Extinguishment

When a land bank acquires a property with delinquent taxes, it has the power by resolution of the board to extinguish taxes owed to any of the creating local governments (e.g., the County and at least one City). See O.C.G.A. § 48-4-112(a). School district taxes may also be extinguished if certain steps are taken: the school district may object to that extinguishment upon receipt of notice of the proposed extinguishment. Over time, as land banks deepen their relationship with local school districts and as the school district members and land bank advisors learn about the land bank tool, some Georgia school districts simply provide to their local land bank a blanket approval of any extinguishment of taxes below a certain dollar amount,

eliminating the need for notice in advance of each proposed tax extinguishment.

This level of trust and efficiency makes sense where land banks are acquiring property that has been vacant, abandoned, and not generating taxes for many years (which describes most cases). If and when the land bank conveys that property into new ownership, taxes will again be generated that support the school district. The letter below may be utilized, in consultation with local counsel for the land bank, to provide a school district with the notice of tax extinguishment anticipated by the 2012 Georgia Land Bank Act.¹¹

¹¹ This school district letter is derived largely from previous versions but modified to reflect lessons learned in our recent land bank work. See Frank S. Alexander and Sara J. Toering, *Georgia Land Bank Resource Manual* (Community Progress, 2013) at Appx. II-3 (reprinted and updated with permission of the authors and Center for Community Progress).

[Land Bank Name, Representative and Address]

[School District Recipient Name]

Via email at: [Recipient Email Address], CC: [Name]

RE: Delinquent Ad Valorem Tax Lien Extinguishment

[Recipient Name]:

Pursuant to the authority granted by OCGA §48-4-112(a), the _____ Land Bank is hereby providing you with notice of its intent to discharge and extinguish any liens and claims for certain unpaid ad valorem taxes, including any interest and penalties attached thereto, owed to the _____ School District. The specific information regarding the parcels upon which the taxes the Land Bank intends to extinguish the School District's taxes are more particularly identified on Schedule "A" attached hereto.

Pursuant to OCGA §48-4-112(a), if the School District wishes to object to the extinguishment of its taxes on any of these properties, you are required to notify me within thirty (30) days from the date of this letter. Please feel free to contact me with any questions or concerns.

In the absence of any objection from the School District, the tax extinguishment described herein will take effect as of the date of transfer of the subject parcel(s) from the _____ County Land Bank to the Buyer approved by the _____ County Land Bank Board of Directors.

With best regards, [NAME]

Enclosed Schedule "A"

Parcel #	Address	Street, City, Zip

Practice Pointers

This letter anticipates tax extinguishment simultaneous to conveyance of the parcel to a new owner, a reasonable and common scenario. However, the land bank may seek to extinguish all delinquent taxes and otherwise clean title in advance of marketing or seeking to transfer a parcel.

Board Resolution Extinguishing Taxes

The 2012 Georgia Land Bank Act authorizes land banks, upon an appropriate board resolution, to extinguish taxes owed to any of the land bank members or creating local governments (e.g., the County and at least one City). See O.C.G.A. § 48-4-112(a). In accordance with a land bank's property acquisition and disposition policies, the board may

extinguish some or all such delinquent property taxes associated with a given parcel. The example board resolution for extinguishment of delinquent property taxes provided below may be utilized, in consultation with local counsel for the land bank, to accomplish the tax extinguishment anticipated by the 2012 Georgia Land Bank Act.¹²

¹² This example resolution is derived largely from previous versions but modified to reflect lessons learned in our recent land bank work. See Frank S. Alexander and Sara J. Toering, *Georgia Land Bank Resource Manual* (Community Progress, 2013) at Appx. II-3 (reprinted and updated with permission of the authors and Center for Community Progress).

Resolution of the _____ County Land Bank Board of Directors

To Extinguish Certain Delinquent Ad Valorem Property Taxes

Dated: [Date]

WHEREAS, in enacting Section 48-4-100 et seq. of the Official Code of Georgia Annotated (hereinafter the "Land Bank Act"), the Georgia General Assembly found that it is in the best interests of the State of Georgia and local units of government in this State to assemble or dispose of public property, including dilapidated, abandoned and tax delinquent property, in a coordinated manner to foster the development of that property and to promote economic growth in the State of Georgia;

WHEREAS the _____ County Land Bank (hereinafter "Land Bank") is authorized by and operating pursuant to the Land Bank Act and Resolution dated _____, as amended from time to time;

WHEREAS pursuant to Section 48-4-112(a) of the Land Bank Act, the Land Bank is authorized by resolution of the Board of Directors to discharge and extinguish ad valorem tax liens and claims, including any interest and penalties attached thereto, owed to the local governments that are members of the Land Bank and that encumber real property owned by the Land Bank;

WHEREAS pursuant to Section 48-4-112(a) of the Land Bank Act, whenever any real property owned by the Land Bank is encumbered by a lien or claim for real property taxes owed to a school district, the Land Bank is authorized by resolution of the Board of Directors to discharge and extinguish any and all such liens or claims, including any interest and penalties attached thereto upon written notice to the school district and the school district's failure to object in writing within 30 days of receipt of such notice;

Practice Pointers

This example assumes notice to the school district and no objection to extinguishment of school district taxes. If school district taxes are not extinguished, then relevant portions of this examples should be excluded from the drafting process.

WHEREAS the Land Bank acquired certain real property known as _____, and also identified as Tax Parcel Identification Number _____, by the _____ County Board of Tax Assessors, from non-judicial tax sales or other means of conveyance;

WHEREAS on this _____ day of _____ 2022, the identified properties may be encumbered by liens for unpaid ad valorem taxes, including interest and penalties attached thereto, owed to the City of _____, _____ County, and the _____ School District;

WHEREAS the Land Bank desires to discharge and extinguish all such liens and claims for delinquent ad valorem taxes in order to facilitate return of the identified properties to productive use; and

WHEREAS the Land Bank notified the _____ School District of its intent to extinguish all such liens and claims encumbering the identified properties and the _____ School District presented no written objection to the proposed extinguishment within 30 days of receipt of such notice;

RESOLVED therefore, pursuant to Sections 48-4-104(i) and 48-4-112(a) of the Land Bank Act, a majority of the entire Land Bank Board of Directors hereby discharges and extinguishes all liens and claims for unpaid ad valorem taxes, including any interest and penalties attached thereto, owed to this City of _____, _____ County and the _____ School District which claims or liens arose prior to the date of this resolution and encumber the title of that property previously identified as _____.

The Land Bank's legal counsel is hereby directed to file in the appropriate public records evidence of the extinguishment and dissolution of such liens or claims if and as needed to clarify the title of the identified properties.

This Resolution was adopted by the Board of Directors of the _____ County Land Bank at its meeting on [Date].

By: _____

Name:

Title:

Practice Pointers

The means for filing evidence of the extinguishment in the public records should be determined in partnership with the tax commissioner or tax collector's office. In some cases, a simple electronic submission of the resolution to a point person identified by the tax commissioner is sufficient to accomplish the filing and updating of public records vis a vis all public agencies/ departments and otherwise.

Board Resolution to Convey Property

The 2012 Georgia Land Bank Act requires that the land bank board of directors approve, by majority vote of the entire board membership, dispositions of property with a value of more than \$50,000.00. See O.C.G.A. §48-4-104(i)(5). Dispositions of property with a lesser value may be transferred in accordance with the board-adopted land acquisition and disposition policies, and upon appropriate and authorized delegation by the board to land bank staff. As a practical matter, most Georgia land bank boards vote on every disposition of property, no matter the value of the parcel or the amount of the purchase price, for at least the first few years of operations as the board and staff learn how to optimally utilize the land bank tool. Over time, depending on the inventory of the land bank, the local markets, and the experience and expertise of staff and partners, land bank boards may delegate disposition authority to staff within policy and programming parameters.

The example below assumes conveyance of land bank property, and extinguishment of delinquent property taxes owed, to an affordable housing developer. Many other kinds of scenarios will present themselves to the land bank and require resolution language responsive to those scenarios (e.g., where no taxes are extinguished, where the transferee is a neighboring resident seeking a side lot, where the transferee is a local government). The sample board resolution to convey property provided below may offer a useful starting point to capture critical data points, decisions, and outcomes of board decisions, and should be modified upon the advice and guidance of local counsel to accurately describe and account for the particularities of any transaction.

Resolution of the [Land Bank Authority] Board of Directors

Authorizing the Sale and Conveyance of Property Located at [ADDRESS], to [PURPOSE] and for Other Purposes

Dated: [Date]

WHEREAS, in enacting Section 48-4-100 et seq. of the Official Code of Georgia Annotated (hereinafter the "Land Bank Act"), the Georgia General Assembly found that it is in the best interests of the State of Georgia and local units of government in this State to assemble or dispose of public property, including dilapidated, abandoned and tax delinquent property, in a coordinated manner to foster the development of that property and to promote economic growth in the State of Georgia; and

WHEREAS, the [Land Bank Authority] (hereinafter "Land Bank") is a public body corporate and politic authorized by and operating pursuant to the Land Bank Act; and

WHEREAS, on _____, the Land Bank acquired from the _____ County Tax Commissioner certain real property located at _____, with parcel ID number _____ (hereinafter the "Property") filed and recorded in Deed Book __, Page __, _____ County, Georgia; and

WHEREAS the Land Bank notified the _____ School District of its intent to extinguish all school district tax liens and claims encumbering the identified properties and the _____ School District presented no written objection to the proposed extinguishment within 30 days of receipt of such notice;

WHEREAS, on _____, the Land Bank Board of Directors passed a resolution authorizing the discharge and extinguishment of all liens and claims for delinquent ad valorem taxes in order to facilitate return of the Property to productive use; and

WHEREAS, the subject property is located in the _____ neighborhood and is part of the overall plan to redevelop affordable housing in the area and _____ has requested the assistance of the Land Bank in tax extinguishment and conveyance of the subject property; and

WHEREAS, the subject property was acquired for the purpose of returning said property to a productive use; and

WHEREAS, it is in the best interest of the citizens of _____ County for the Land Bank to convey the property to _____ for the purpose of neighborhood stabilization and fostering a rehabilitation project; and

WHEREAS, said proposal is consistent with the policies and objectives of the Land Bank, and in the best interest of the citizens of _____ County.

NOW, THEREFORE BE IT RESOLVED BY THE _____ LAND BANK AS FOLLOWS:

(1) The Land Bank approves the sale and transfer of property located at [Insert Address] to [Insert Name of Transferee] for redevelopment of residential affordable housing for a sales price in the amount of \$_____ subject to providing the minimum development requirements to include, but not limited to verification of funding for the project, and

(2) The Land Bank's Chairperson or Director is authorized to execute such instruments as may be necessary to consummate said transfer.

This disposition action was approved by the affirmative vote of a majority of the members of the Authority present and voting.

Adopted this ____ day of _____, 20__

[LAND BANK]
BY: _____
CHAIR or DIRECTOR

ATTEST:

(CORPORATE SEAL)

SECRETARY

WITNESS

NOTARY PUBLIC

(Seal)

EXHIBIT A: Legal Description

Purchase and Sale Agreement

Upon resolution of the board of directors to convey a land bank parcel to a particular recipient, Georgia land banks typically enter purchase and sale agreements with the prospective recipient. The example purchase and sale agreement example provided below was prepared based on templates developed by the Rome-Floyd Land Bank and the Clayton County Land Bank. It anticipates a common scenario where a land bank has acquired property through a non-judicial tax sale, and then extinguishes delinquent property taxes before conveying to a new owner. In this scenario the land bank requires the new owner to go through a legal process called “barmen” to clear any applicable rights of redemption associated with the parcel, and to

quiet title. Both steps are typically required on property acquired through non-judicial tax sales to achieve marketable and insurable title.

As described briefly in Section II, the most sustainable approach is for land banks to acquire property through judicial tax sales—which results in titles that are marketable and insurable—or for land banks to bar applicable rights of redemption and quiet title before offering a parcel for sale. As more tax commissioners utilize judicial in rem property tax foreclosure, land banks will hopefully have more opportunities to acquire through judicial tax sales (in addition to other acquisition methods).

State of Georgia
_____ County

Real Estate Purchase and Sale Agreement

THIS AGREEMENT, is made and entered into, this ____ day of _____, 20__ between _____ LAND BANK (hereinafter referred to as “SELLER”), and _____ (hereinafter referred to as “BUYER”);

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

1. **Property.** Seller has agreed to sell and convey by Quitclaim Deed and Buyer to buy, on the terms and conditions hereinafter set forth, the Property, as more fully described on Exhibit A hereto attached.

2. **Purchase Price.** The total consideration that Buyer agrees to pay, and Seller agrees to accept for the Property shall be \$_____, which shall be payable in full on the delivery of the deed of conveyance as hereinafter provided at the Closing of the sale and purchase of the Property. Purchase price shall be paid at Closing in cash, by wire transfer, by cashier’s or certified check, at Buyer’s election.

3. **Delinquent Tax Extinguishment.** Seller has agreed to extinguish delinquent ad valorem taxes attached to the Property, which extinguishment is subject to the _____ School District’s ability to object to extinguishment of _____ School District taxes. Upon execution of this Agreement, Seller shall promptly notify the _____ School District of the proposed tax extinguishment. In the event of an objection from the _____ School District within the thirty (30) day window authorized by O.C.G.A. 48-4-112(a), Buyer shall have the option to terminate this Agreement at no cost, or to proceed with

Practice Pointers

If there are no delinquent taxes encumbering the property, either because the parcel was never tax delinquent or because the land bank previously extinguished any delinquent taxes, then this paragraph is not needed.

conveyance for an amended Purchase Price of \$_____ plus any _____ School District taxes owed on the Property. Exhibit B to this Agreement is the Resolution of the _____ Land Bank Board extinguishing taxes that will be executed simultaneously with closing of this transaction, if no objection is made by the _____ School District.

4. Title of Seller. Seller agrees to deliver a Quitclaim Deed to Buyer at closing conveying the interest held by Seller in the Property identified in Exhibit A. The Quitclaim Deed will be in substantially the same form attached as Exhibit C. Buyer acknowledges that Seller is not warranting conveyance of fee simple, marketable title and that the delivery of the executed Quitclaim Deed by Seller shall be deemed the fulfillment of Seller's obligations hereunder.

5. Title Review. Buyer, at its election and at its sole cost and expense, may examine title to the Property. Buyer hereby acknowledges and agrees that Seller shall have no obligation to take any curative action to eliminate or cure any matters affecting the marketability of said title, including, but not limited to, any monetary liens. Buyer shall acquire the Property subject to any and all defects in title.

6. Due Diligence Period. Buyer shall have a ten (10) day inspection period from the execution of this Agreement during which Buyer may determine and further investigate the financial viability and physical viability of the Property, and may at its own discretion, terminate this Agreement for any reason.

7. Acknowledgment of Persons Entitled to Right of Redemption. By executing this Agreement, Buyer hereby acknowledges, understands, and agrees that the Property is, or may be subject to the rights of redemption by such persons having any right, title, or interest in or lien upon the Property at any time within 12 months from the date of the tax sale and at any time after the tax sale until the right to redeem is foreclosed by the giving of notice pursuant to O.C.G.A. § 48-4-45, et seq. Seller shall have no obligation whatsoever to foreclose the right of redemption or to pursue any quiet title action for Buyer's benefit. Buyer hereby acknowledges and agrees that Buyer is solely responsible for foreclosing on the right of redemption and pursuing any subsequent quiet title action.

Practice Pointers

The inclusion of the acknowledgment in this paragraph 7, the obligation in paragraph 8, and the acknowledgment in paragraph 9 will depend in part on whether the land bank acquired the property through a non-judicial tax sale, or through some other means.

8. Buyer's Post-Closing Obligation to Clear Title.

Buyer is obligated to complete the foreclosure of the right of redemption process and any subsequent quiet title action within nine (9) months from the date of the delivery of the Quitclaim Deed described herein. Buyer's obligations under this paragraph shall survive the Closing.

9. As Is, Where Is. Seller and Buyer hereby acknowledge and agree that the Property is being sold AS-IS, WHERE-IS with all faults. Seller shall have no obligations to make any repairs to the Property. Seller makes no warrants as to title or condition of the Property, with the Buyer specifically acknowledging that only a tax deed interest will be conveyed, which may require the foreclosure of the right to redeem and quiet title lawsuit to be performed by the Buyer. Seller or any related entities, including the _____ County Tax Commissioner and _____ Law Office, offer no warranties, specific or implied, as to the condition of any structures, any systems or structural items, or any materials contained within or on the Property, including but not limited to hazardous materials, underground storage tanks, associated leases, occupancy agreements or otherwise. Seller or any related entities offer no warranties, specific or implied, as to the existence or nonexistence of any pending public condemnation actions, eminent domain actions, nuisance abatement actions or other County or City housing and building code enforcement actions associated with the Property. Seller does not make any claims or promises about the condition or value of

any of the Property included in this sale including, but not limited to, zoning status, conforming lot status, nor suitability of the Property for any particular purpose. Buyer makes its offer in full reliance upon Buyer's own independent investigation and judgment. There are no verbal agreements which modify or affect this Agreement.

10. **Maintenance.** Buyer shall maintain property in accordance with local codes and ordinances so that it is not a blight on the community. Buyer's obligations under this paragraph shall survive closing.

11. **No Agents or Brokerage Fees.** All negotiations relative to this Agreement and the transactions contemplated hereby have been conducted by and between the Seller and Buyer without the intervention of any person or other party as agent or broker. Seller and Buyer warrant and represent to each other that there will be no broker's fees or commissions' payable as a consequence of the transactions contemplated by and provided for in this Agreement. Seller and Buyer shall and do hereby indemnify and hold harmless each other from and against the claims, demands, actions and judgments of any and all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owned by reason of dealings, negotiations, or communications with the indemnifying party in connection with this Agreement of the Sale of the Property.

12. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of Seller, Buyer, and their respective heirs, executors, legal representatives, successors, and assigns.

13. Closing.

- a. Closing of the sale hereunder shall take place at the offices of [Law Office], or such other location and time and date mutually agreeable to the parties hereto, but no later than sixty (60) days from the date of this Agreement, unless extended by agreement of the parties.
- b. At closing Seller shall execute and deliver to Buyer a quitclaim deed, in recordable form, conveying its tax deed interests in the Property to Buyer.
- c. Buyer shall satisfy any ad valorem property taxes not extinguished by Seller, including any interest and penalties associated therewith, at closing.
- d. Seller shall pay deed preparation costs and their attorney fees. Buyer shall pay all other closing costs including, if applicable, any transfer tax, recording fees, etc.

14. **Right to Terminate.** This Agreement may be terminated at any time pre-closing by either party providing at least thirty (30) days prior written notice to the other party indicating the effective date of such termination.

15. **Notices.** Whenever any notice is required or permitted hereunder, such notice shall be in writing and shall be delivered in person or sent by United States Registered or Certified Mail/Return Receipt Requested, postage prepaid to the addresses set out below or at such other addresses as specified by written notice delivered in accordance herewith, and mail shall be deemed delivered on the third day following the posting hereof:

Practice Pointers

Land banks certainly may utilize real estate agents and brokers and many do so over time as they begin to acquire and move a larger inventory of property. At the outset, where a land bank may only be handling a handful of parcels at a time, many of which may be tax delinquent and subject to relatively complex tax extinguishment processes, many land banks utilize only a local counsel to achieve closings.

Seller: _____ Land Bank

c/o [Law Office]

[Address]

Buyer: [Name/Contact Information for Buyer]

16. **Progress Report.** Subsequent to closing, Buyer shall make reports to Seller in such detail and at such time as to the actual completion of quieting title as requested by Seller, which should take place no longer than nine (9) months from closing. Buyer shall also deliver to Seller proof of that the Property is brought into code compliance within 90 days of closing, to include removal of any trash or debris dumped on the property, overgrown vegetation, etc. The terms and provisions of this Paragraph 16 shall survive the Closing.

17. **Post-Closing Obligation to Pay Taxes.** Commencing on January 1, 20__, the Buyer agrees to timely pay all ad valorem property taxes which accrue on the Properties as well as all assessments by the due date for calendar year 20__ and subsequent years so long as Buyer, or one of its managed companies, partners, or affiliates, holds title to the Property. Buyer's obligations under this paragraph shall survive closing.

18. **Time.** Time is of the essence of this Agreement, and Seller and Buyer agree that such papers as may be legally necessary to carry out the terms of this Agreement shall be executed and delivered by such parties at the time this sale is consummated.

19. **Entire Agreement.** This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless attached hereto and signed by all parties to this Agreement. All obligations of Seller and Buyer hereunder, which are not performed at Closing, shall survive closing of this transaction and shall not be merged into the quit claim deed from Seller to Buyer.

20. **Governing Law.** The terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals:

LAND BANK ("Seller")

By: _____, Authorized Signor

[Buyer Name] ("Buyer")

By: _____, Authorized Signor

Exhibit A: Legal Description

Exhibit B: Board Resolution Extinguishing Taxes

Exhibit C: Form of Quitclaim Deed

Practice Pointers

This paragraph 18 assumes the use of an option agreement to hold the buyer accountable to commitments to rehabilitate the property or otherwise. All such accountability mechanisms should be developed in consultation with local counsel on a given transaction.

Quitclaim Deed

Most land bank conveyances throughout Georgia are transfers via quitclaim deed. Quitclaim deeds transfer only the interests that the land bank, as the transferring entity, has in a property. They do not allow a buyer to sue or pursue other remedies if they do not get what they expect. Warranty deeds, conversely, include enforceable promises whereby, the purchaser could potentially sue the land bank if the purchaser subsequently discovered a title defect not excepted

from the warranties of title contained in the warranty deed. There may be circumstances where a land bank transfers under warranty deed, particularly where the land bank conveys in reliance upon a certificate of title showing fee-simple title is vested in the land bank. But in most circumstances, land banks simply transfer by quit claim deed utilizing a deed form like the example below in accordance with their policies and procedures.

After Recording, Return to
[Law office name and address]

Cross Reference
Deed Book _____, Page ____

Quitclaim Deed

STATE OF GEORGIA

COUNTY OF _____

THIS INDENTURE, made this ____ day of _____, 20__, between _____ Land Bank Authority, as party of the first part, hereinafter called Grantor, and _____, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

For and in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, Grantor has and hereby does grant, bargain, sell, alien, convey, confirm, and forever quit claim unto Grantee, and the heirs, legal representatives, successors, successors-in-title and assigns of Grantee, the following described property:

ALL THAT TRACT OR PARCEL OF LAND laying and being in [Insert Legal Description]

To have and to hold said tract or parcel of land, together with any and all improvements located thereon, and any and all of the rights, members, and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit, and behoof of Grantee and the heirs, legal representatives, successors, successors-in-title, and assigns of Grantee, so that neither the Grantor nor its successors or assigns nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title, or interest to the said Property or its appurtenances.

IN WITNESS WHEREOF, Grantor has signed, sealed, and delivered this deed the day and year first above written.

Grantor

Signed, sealed, and delivered in the presence of

[NAME] Land Bank

Unofficial Witness

Notary Public

Option Agreement for Return of Property to Land Bank

In accordance with their mission to return vacant, abandoned, and tax delinquent properties to productive and equitable use, Georgia land banks have crafted a variety of mechanisms to hold those who acquire land bank property accountable over time. The Dublin-Laurens Land Bank was, to our knowledge, the first land bank in Georgia to utilize option agreements like that below to accomplish their accountability goals.

The example below is simply an agreement that is signed and recorded upon closing that allows a land bank a one-year option to take property back if the transferee fails to meet required conditions of the transfer. For example, in a side-lot transaction, where the land bank is simply transferring a vacant lot to a neighbor, the land bank may seek to maintain an option to pull the property back if the neighbor fails to clean up that vacant lot or maintain that vacant lot as promised. In another circumstance, where the land bank has transferred a parcel to a nonprofit for affordable housing development, the land bank may choose to hold an option to pull the property back if the nonprofit has failed to begin development according to appropriate plans and designs within a certain amount of time.

Practice Pointers

Key questions for using and drafting an option agreement for land bank transactions include:

- 1) How long should the option last and what is appropriate in terms of the intended use?
- 2) What should be the repurchase price upon failure to meet conditions—the amount the purchaser paid for the property or some lesser amount to encourage meeting the conditions?
- 3) How will the land bank determine compliance with conditions—are the requirements reasonable and achievable in terms of the land bank staffing and capacity?

After Recording, Return to
[Law office name and address]

Option Agreement

STATE OF GEORGIA

COUNTY OF _____

THIS AGREEMENT, made by and between _____ (hereinafter referred to as “Grantor” or “Seller”) and the _____ County Land Bank (hereinafter referred to as “Grantee” or “Purchaser”), FOR AND IN CONSIDERATION of the sum of ONE DOLLARS AND NO/100 Dollars (\$1.00) (said amount hereinafter referred to as the “Option Payment”) and other good and valuable consideration in hand paid to Seller, receipt and sufficiency of which are hereby acknowledged by Seller, Seller does hereby grant and convey to Purchaser for the term hereof an exclusive, transferable, and irrevocable option (hereinafter referred to as the “Option”) to purchase upon the terms and conditions hereinafter set forth that certain tract or parcel of land located in _____ County, Georgia, and as more particularly described in Exhibit “A” attached hereto and by this reference made a part hereof, together with all improvements thereon (hereafter collectively referred to as the “Property”).

1. **Terms and Exercise of Option.** The term of the Option shall commence on ____, 20__, and shall terminate on ____, 20__ (the “Option Period”); if the option is not exercised prior to 5:00 P.M. Eastern Standard Time on ____, 20__, then the Option and this Agreement shall at that time lapse and be of no further force or effect.

2. **Conditions Necessary to Exercise of Grantee’s Option.** Grantee shall have the right and power to exercise the option granted herein if, and only if, Grantor has not completed the following items of work on the property as follows:

A. Completed the process to foreclose any equitable right of redemption within four (4) months from the date of this agreement;

B. Provided the Property is not redeemed during the completion of the foreclosure referenced in 2(A) above, complete an action to quiet title into Grantor’s name within nine (9) months of the date of this agreement;

C. Maintain responsibility for ensuring the Property remains in compliance with all local codes of ordinances throughout the terms of this agreement;

D. Provided the Property is not redeemed during the completion of the foreclosure referenced in 2(A) above, to obtain all permits and financing necessary to construct single family residences on the Property, with such construction to have commenced within twelve (12) months of the date of this agreement;

E. All work set forth above to be performed in accordance with drawings stamped by a licensed architect or engineer.

3. **Purchase Price.** The total purchase price of the Property shall be \$_____ on which the option described in this agreement is exercised, paid on date of closing.

4. **Closing and Conveyance of the Property.** At the Closing, each party shall execute and deliver all documents necessary to effect and complete the terms of this Agreement.

5. **Non-Transferability of the Option.** Purchaser shall not have the right or power to transfer or assign this option.

6. **Successors and Assigns.** This Agreement shall apply to, inure to the benefit of, and be binding upon and enforceable against Seller and Purchaser and their respective heirs, legal representatives, successors, and assigns, as the case may be.

Practice Pointers

The example conditions referenced in this option agreement assume the transfer of a tax deed interest transferred to the buyer and require that buyer to bar any rights of redemption and quiet title to the property. In addition, this example requires the land bank buyer to bring the property up to code within a few months and begin construction of single-family homes within a year. Land bank practitioners with local counsel may need to or choose to utilize any combination of these conditions, or additional conditions related to the specific circumstances of a land bank transfer.

Practice Pointers

Land bank practitioners may set this purchase price in accordance with their local context and policies and procedures. Setting a purchase price that is less than the amount the land bank purchaser paid for the parcel is a wise practice to inspire increased compliance with option agreements.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as to the date first above written.

Grantor: [Grantor Name]

[Grantor Name/Signatory]

Signed, sealed, and delivered in the presence of

Witness

On this day of _____, 20__, signed, sealed and delivered in the presence of:

By: _____

___ Land Bank

By: [NAME], Authorized Signor

Signed, sealed, and delivered in the presence of

Witness

Exhibit A: Legal Description

Property Data Tracking for Land Banks

The simple datasets below¹³ may be a good place for land banks to begin building a structure of data tracking that will tell an important and accurate story over time. Tracking, collating, and analyzing data on land bank activities becomes more critical over time—and more difficult to create in the absence of a simple infrastructure from the outset. As land banks conduct higher volumes of acquisitions and dispositions in conjunction with innovative and collaborative programming, more sophisticated data analysis may be achievable. Over time, impacts on property values surrounding land bank parcels and in land bank target communities, impacts on community wellbeing, social and racial equity in land banking activity, and even job creation and significant economic development can be measured, analyzed, and communicated.¹⁴

Practice Pointers

Data on a land bank's acquisitions, dispositions, and impacts and outcomes in the local community is important to make the case for ongoing support from local government and philanthropic partners, measure impacts of land bank operations, adjust in real time to improve outcomes, share the land bank story with the community, and create opportunities for meaningful accountability

¹³ This list of land bank activity general data points is reprinted with permission of the author and Center for Community Progress from Sara Toering, *Progress in Community, Excellence in Diversity* (Center for Community Progress and the Georgia Association of Land Bank Authorities, 2019).

¹⁴ See e.g., *Cuyahoga Land Bank: 10 Year Economic Impact Analysis*, (Dynamo Metrics and Cuyahoga Land Bank 2019) (available at [Cuyahoga 10 Year Economic Impact Analysis - Cuyahoga Land Bank](#)); *New York State Land Banks: A New National Standard* (New York Land Bank Association and Center for Community Progress, 2017) (available at [New York State Land Banks - Center for Community Progress](#)); See also [Progress Points: Land Bank Impact - Center for Community Progress](#).

GENERAL LAND BANK ACTIVITIES

- Total vacant, abandoned, deteriorated structures acquired
- Total vacant, abandoned, deteriorated lots acquired
- Total properties returned to productive use
- Total assessed value returned to the tax rolls
- Total increase in property values and local property taxes generated in blocks/neighborhoods around land bank properties
- Private investment leveraged by land bank
- Public investment leveraged by land bank
- Number of nonprofit and for-profit partners
- Neighborhoods served
- Residents served
- First-time home-buyers served
- Community education events provided

- Affordable units developed
- Development projects completed

INDIVIDUAL LAND BANK PARCELS—DISPOSITION TRACKING

- Parcel number
- Address #, street, city
- Date of land bank acquisition
- Amount of back-taxes owed at the time of tax sale (if applicable)
- FMV from Board of Tax Assessors or any other reasonable source

CLOSING DETAILS

- Purchaser identity and address
- Company, if applicable
- Accepted price for purchase
- Date of land bank board vote to convey

- Form of deed transfer
- Closing date
- Recording info of deed to purchaser
- County taxes extinguished, if any
- City taxes extinguished, if any
- School district taxes extinguished, if any
- Taxes collected for county, city, school district, if any
- Land bank expenses for conveyance (administration, legal costs, other)
- Net revenue to land bank, if any

SOCIAL, DEMOGRAPHIC TRACKING (POST-CLOSING INFO)

- Residency status of buyer
- Race/ethnicity of buyer
- Gender identity of buyer

- Small business or individual or local government
- For-profit or nonprofit transferee

POST-CLOSING TRACKING

- Ultimate reuse (housing, industrial, side lot, other)
- Code compliance 1, 3, 5 years post-closing
- Deadline to initiate construction and/or complete any anticipated development, and track completion
- Newly generated county, city, school district taxes 1, 3, 5 years post-closing
- Increase in parcel FMV within 1, 3, 5 years of land bank conveyance
- Reduction in public service calls to area over time

Special Forms and Policies

Notice Letter to Neighborhood Residents

In 2016, the Dublin-Laurens Land Bank set out to address their vacant, abandoned, and property tax delinquent parcels in service to the larger community. Among the innovative and thoughtful contributions of Dublin-Laurens to the Georgia land banking movement is a deep intentionality around communicating the mission and activities of the land bank. The Dublin-Laurens Land Bank has a practice of sending a letter

to every homeowner on a street where the land bank acquires a property. Before marketing the property to the public, the land bank first offers the property for consideration to the neighbors. Below is an example letter, revised from the standard Dublin-Laurens neighbor letter, that land banks may consider as they begin to prepare properties for sale in their community.

[Date]

[Property Owner Name]
[Property Owner Address]

Dear Property Owner,

The _____ Land Bank is a nonprofit organization that focuses on the redevelopment of vacant and abandoned properties. The _____ Land Bank has recently acquired a parcel near your property.

The Land Bank intends to market the property for purchase to the general public within the next 30 days. Before we begin this process, we would like to give neighbors within the area the first opportunity to purchase the property.

Property details are as follows:

Parcel Address: [Property Address]
Tax ID Number: [Property Tax Number]
Parcel Size: [Acreage and available details of property]

Enclosed are the tax assessor's reports, parcel maps showing the location of the properties, and applications of intent. The Land Bank will require the winning bidder to sign a contract agreeing to renovate the house currently located on [Property Address] within one year.

If you are interested in purchasing this property, please complete and return the included application by [Date]. All offers submitted will be discussed at our next board meeting, and all bidders will be invited to attend by Zoom video conference. After a purchasing decision has been made, all applicants not present at the meeting will be notified of the decision.

Applications can be mailed to [Address], emailed to [Email] or dropped off at the _____ Land Bank Office, [Address]. If you have any questions, please contact us at [Phone Number] or by email at [Email Address].

Sincerely,

Executive Director

_____ Land Bank Authority

Side Lot Disposition Policy

Georgia land banks, like many land banks nationwide, are often in possession of vacant, abandoned, and deteriorating lots scattered throughout a community. In many cases, these lots are not capable of any meaningful development, and such lots often become havens for dumping, dangerous activities, rodent infestation, and other harmful scenarios. It is also often the case that residents living in homes next door to these kinds of vacant lots have been taking care of the property by necessity and as act of service to their neighborhoods.

In response, many land banks have developed and utilized disposition policies for “side lots,” transfers of

vacant lots in residential communities to neighboring residents. Side lot policies can be designed to authorize transfer of such lots to neighbors for minimal cash amounts, in recognition of long-term sweat equity those neighbors have already poured into the parcel. Side lot policies should also contain appropriate guidance for situations where two different contiguous neighbors may be interested in the same lot and should seek to ensure that the policies (and special pricing or otherwise) anticipate whether a vacant lot is capable of development.¹⁵

¹⁵ This side lot policy is derived largely from previous versions but modified to reflect lessons learned in our recent land bank work. See Frank S. Alexander, *Land Banks and Land Banking, 1st Edition* (Community Progress, 2011) at Appx. D; Frank S. Alexander and Sara J. Toering, *Georgia Land Bank Resource Manual* (Community Progress, 2013) at Appx. III-1; Frank S. Alexander, *Land Banks and Land Banking, 2nd Edition* (Community Progress, 2015) at Appx. E (reprinted and updated with permission of the authors and Center for Community Progress).

Side Lot Disposition Policy and Program

1. **Side Lot Transfers.** Individual parcels of property may be acquired by the Land Bank (“LBA”) and transferred to individuals in accordance with the following policies. The transfer of any given parcel of property in the Side Lot Disposition Program is subject to override by higher priorities as established by the LBA in its Land Acquisition and Disposition Policies.
2. **Qualified Properties.** Parcels of property eligible for inclusion in the Side Lot Disposition Program shall meet the following minimum criteria:
 - (a) The property shall be vacant, unimproved real property;
 - (b) The property shall be physically contiguous to adjacent owner-occupied residential property, with not less than a 50% common boundary line at the side;
 - (c) The property shall consist of no more than one lot capable of development. Initial priority shall be given to the disposition of properties of insufficient size to permit independent development; and,
 - (d) No more than one lot may be transferred per contiguous lot.
3. **Side Lot Transferees.**
 - (a) All transferees must own the contiguous property, and priority is given to transferees who personally occupy the contiguous property with active homestead exemption status.

(b) The transferee must not own any real property (including both the contiguous lot and all other property in the County) that is subject to any un-remediated citation of violation of the state and local codes and ordinances.

(c) The transferee must not own any real property (including both the contiguous lot and all other property in the County) that is tax delinquent or has any tax lien transfers.

(d) The transferee must not have been the prior owner of any real property in the County that was transferred to a local government as a result of tax sale proceedings unless the LBA approves the anticipated disposition prior to the effective date of completion of such tax sale proceedings.

(e) Transferee will be required post-closing to demonstrate all _____ County Tax Assessor/City of _____ requirements for transfer have been completed.

4. Pricing.

(a) Parcels of property that are not capable of independent development may be transferred for nominal consideration.

(b) Parcels of property that are capable of independent development shall be transferred for consideration in an amount not less than the amount of the Property Costs incurred in acquisition, demolition, and maintenance of the lot.

5. Additional Requirements.

(a) As a condition of transfer of a lot, the transferee must enter into an agreement that the lot transferred will be consolidated with the legal description of the contiguous lot which has an occupied structure, and not subject to subdivision or partition for a five-year period following the date of the transfer.

(b) In the event that multiple adjacent property owners desire to acquire the same side lot, the lot shall either be transferred to the highest bidder for the property or divided and transferred among the interested contiguous property owners.

Lease for Community Use

Land banks may hold vacant lots in the middle of a residential community where the lot is not capable of independent development and no neighbor is interested in acquiring the property as a side lot. In this scenario, the land bank may consider leasing the land to an appropriate nonprofit or neighborhood group for a community use. For example, the neighborhood may be somewhere with limited access to affordable fresh produce. In such cases, communities may benefit from the establishment of a community garden on otherwise unproductive land bank-held property. Community gardens can offer a safety net of food security, fill

in gaps in food availability, encourage community engagement, and provide learning opportunities about gardening.

Typically land banks have no experience or expertise in community garden management and operations. As such, the provided example lease contemplates that the land bank will merely act as owner and landlord of the land upon which the community garden will sit. The lease contemplates that the tenant will be a nonprofit organization that will handle the day-to-day operations of the community garden.

Community Garden Lease

This community garden lease (the "Lease") is dated this ____ day of _____, 20__, between the _____ County Land Bank ("Landlord") and _____ ("Lessee").

Landlord and Lessee hereby agree as follows:

I. LEASED PREMISES, TERM AND RENT

1.1 **Leased Premises.** Landlord leases to Lessee that parcel of land (the "Parcel") as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

1.2 **Use.** Lessee will use the Parcel for the sole purpose of managing and operating a community garden (the "Garden") with plots to be made available for use to community members under the rules established by Lessee.

1.3 **Term.** The term of this Lease is ____ year(s), starting on ____, 20__ and ending on ____, 20__. This Lease will terminate upon the expiration of this term or the final renewal term, if any, or if either party terminates it as described in Section 4.

1.4 **Renewal.** This Lease will automatically renew for additional __-year terms unless either Landlord or Lessee provides written notice to the other of nonrenewal no later than ____ months prior to the end of the current term.

1.5 **Rent.** On the date that this Lease is signed and on each following anniversary, Lessee will pay Landlord \$_____ in rent for the next year. For each renewal term, Landlord may, in its sole discretion, increase the amount of the annual rent payment by up to ____% by notifying Lessee ____ months prior to the start of such renewal term.

1.6 **Late Payment.** Lessee's failure to pay rent within ____ days of when the payment shall constitute a breach under this Lease. In the event of a breach, Landlord will have all rights and remedies provided for in this Lease and under law in the case of non-payment of rent. In addition, Landlord may charge Lessee

interest on any unpaid rent at the rate of [1] % monthly, calculated from the [6] th day after payment became due and continuing until paid.

1.7 **Security Deposit.** Lessee will pay Landlord \$_____ as a security deposit to secure performance of Lessee's duties under this Lease. If Lessee breaches this Lease, Landlord may apply all or any part of Lessee's security deposit to any amount Landlord pays by reason of Lessee's default and to any damages to which Landlord is entitled under this Lease, whether those damages accrue before or after eviction proceedings or other reentry by Landlord. If Lessee has not defaulted under this Lease, Landlord will return Lessee's security deposit to Lessee when this Lease terminates.

II. OPERATION AND MAINTENANCE OF PARCEL

2.1 **Parcel As-Is.** Lessee acknowledges that Landlord is not making any representations, warranties, promises, or guarantees of any kind to Lessee, including, without limitation, any representations about the quality, condition, or suitability of the Parcel for use as a community garden. In deciding to enter this Lease, Lessee has made its own independent evaluation of the suitability of the Parcel for a community garden.

2.2 **No Landlord Responsibilities.** Lessee has sole responsibility for the development, management, and operation of a community garden on the Parcel, including, without limitation, obtaining any permits required for operating a community garden. Landlord has no obligation to make any alterations, improvements, or repairs of any kind on the Parcel, or to provide any services or other support.

2.3 **Comply with Laws.** Lessee will use and operate the Parcel in compliance with all applicable zoning, environmental, and other laws and regulations.

2.4 **Gardener Waiver.** Lessee will require all persons to whom it licenses plots to enter into a waiver of liability in a form to be approved by Landlord.

2.5 **Security.** Lessee will install and maintain a system, where practicable, to prevent entrance to the garden outside of operating hours and/or when the Parcel is unattended, such as a system of fences and locks.

2.6 **No Alterations.** Lessee may not make or permit any alterations or improvements to the Parcel without Landowner's prior written consent, except for the shed contemplated by Section 2.7 and fences, raised beds, hoopouses, benches, bicycle racks, picnic tables, rain barrel systems, and other features common to gardens. On the expiration or termination of this Lease, all improvements and alterations to the Parcel will belong to Landowner, except for sheds, fences, and other non-permanent improvements, and Landowner will have no obligation to reimburse Lessee.

2.7 **No Transfers.** Lessee may not assign, mortgage, pledge, encumber, or otherwise transfer this Lease, or sublet or allow the Parcel or any part of the Parcel to be used or occupied by others, except by persons maintaining a plot and who are party to the gardener agreement contemplated by Section 2.4. Any attempted transfer in contravention of this Section 2.8 is void and is a default under this Lease.

2.8 **Right of Inspection.** Landowner may enter the Parcel at all reasonable times to inspect the Parcel and evaluate whether Lessee is in compliance with the terms of this Lease, and for the purposes of taking any other actions Landowner believes are appropriate to protect Landowner's interest in the Parcel, or to offer the Parcel for sale. Lessee will provide a key to any gate to the Parcel. This Section 2.8 does not impose any duty on Landowner to inspect the Parcel, report to Lessee the results of any inspection, or assume any liability of any kind arising from inspecting or not inspecting the Parcel.

2.9 **Liens.** Lessee will not incur, create, assume, or permit the creation of, any lien on any portion of the Parcel.

2.10 **Commercial Enterprise Prohibited.** Lessee will not undertake or allow the undertaking of any commercial enterprise, including but not limited to sales of produce, on the Parcel.

III. EXPENSES

3.1 **Utilities.** Lessee will have sole responsibility for obtaining and paying for all water, electricity, heat, sewage, storm sewer, or any other utility service used on the Parcel during the Lease term.

3.2 **Taxes.** Lessee will have sole responsibility for all tax returns and payments required by any federal, state, or local tax authority in connection with Lessee's operations and for paying all personal property taxes or assessments levied on its personal property on the Parcel and all income or sales taxes that result from Lessee's operations on the Parcel.

3.3 **Insurance.** Lessee will, at its own cost, take out and maintain without interruption during the term of this Lease comprehensive general liability insurance naming Landlord as an additional insured, affording coverage for bodily and personal injury liability, including liability for death and property damage, or a combination thereof, in an amount not less than [One Million Dollars (\$1,000,000).] Coverage shall be made on an "occurrence" basis and not a "claims made" basis. Before Landowner delivers possession of the Parcel to Lessee, Lessee will provide Landlord with a copy of the insurance policies required by this Section. Lessee will deliver to Landlord evidence of each renewal or replacement of any required insurance policy at least 10 days prior to the expiration of such policy. In lieu of the actual policies, Lessee may deliver to Landlord a certificate of insurance evidencing Lessee's insurance policies, provided that Landlord also receives a copy of the endorsement naming Landlord as an additional insured.

IV. TERMINATION

4.1 **At Will.** This Lease may be terminated at any time by either Landlord or Lessee. Such a termination will be effective [_____] after delivery by the terminating party to the other party of a written notice of termination under this Section 4.1.

4.1 **Breach by Lessee.** If Lessee breaches any of its duties or obligations under this Lease, Landlord may provide Lessee with written notice of the breach. If Lessee fails to cure the breach within [30] days after receipt of such notice, Landlord may terminate this Lease by providing written notice, with the termination date effective [15 days] after delivery of such notice to Lessee. Landlord will, in its sole discretion, determine whether the breach has been cured.

4.2 **Yielding Possession.** Upon termination of this Lease, Lessee will leave and surrender the Parcel to Landlord in at least as good order and condition as on the date that this Lease is signed.

4.3 **Cooperate in Transition.** Upon termination or expiration of this Lease, the rights of Lessee under this Lease will immediately, automatically, and without consideration terminate and revert to Landlord. Lessee and Landlord will cooperate in good faith in reasonable transition activities with Landlord prior to and after termination of this Lease in order to minimize impact on the community and Landlord's use of the Parcel.

4.4 **Personal Property.** If Lessee or any gardener leaves any of its personal property on the Parcel after the termination of this Lease, Landlord may store it at any location for Lessee's account and at

Lessee's account and risk. Landlord will release the property only when Lessee pays all charges relating to storage and all other amounts Lessee owes under this Lease. If Lessee does not reclaim its property within the period permitted by law, Landlord may sell it in accordance with the law and apply the proceeds of the sale to any amounts Lessee owes under this Lease, or retain Lessee's property, granting Lessee credit for the reasonable value of Lessee's property against any amounts owed by Lessee.

4.5 Holding Over. If Landlord terminates this Lease, any holding over by Lessee after termination of this Lease without Landlord's express written consent is not a renewal or extension of the Lease and will not give Lessee rights in or to the Parcel.

4.6 Cumulative Remedies. All of Landowner's rights, powers and remedies under this Lease are cumulative and not alternative and will be in addition to all rights, powers, and remedies given to Landowner at law or in equity. The exercise of any one or more of these rights or remedies will not impair Landowner's right to exercise any other right or remedy including any all rights and remedies of a landlord under or any similar, successor, or related laws.

V INDEMNITY AND WAIVER OF LIABILITY

5.1 Indemnification. Lessee will defend, indemnify, and hold Landlord and Landlord's directors, officers, employees, agents, and assigns (such persons being collectively "Landlord Parties"), harmless against all claims, liabilities, losses, damages, expenses, and attorneys' fees (together, "Losses"), including, without limitation, Losses arising from any death, property damage, or injury of any nature whatsoever that may be suffered or sustained by Lessee or any of Lessee's licensed gardeners, employees, contractors, family members, guests, or any other person in a relationship with Lessee or Lessee's licensed gardeners or otherwise participating in or present in the Garden (Lessee and such persons are referred to collectively as "Lessee Parties"), which may arise directly or indirectly from (a) Lessee Parties' use or operation of or presence on the Parcel, or (b) any breach by Lessee of this Lease, including, without limitation, Lessee's failure to enforce garden rules and regulations, except to the extent the Loss is caused by the gross negligence or willful misconduct of Landlord. This Section 5.1 will survive any termination of this Lease.

5.2 Waiver of Liability. Lessee releases and waives all claims against any Landlord Parties with respect to or arising out of (a) any death or any injury of any nature whatsoever that may be suffered or sustained by Lessee from any causes whatsoever, except to the extent that such injury or death is caused by the gross negligence or willful misconduct of such Landlord; (b) any loss or damage or injury to any property on or about the Parcel belonging to Lessee, except to the extent such injury or damage is to property not covered by insurance carried (or required to be carried) by Lessee and is caused by gross negligence or willful misconduct of such Landlord; or (c) the condition of the Parcel and suitability of the Parcel for use as a community garden. Landlord shall not be liable for any damage or damages of any nature whatsoever to Lessee caused by explosion, fire, theft, crime, or negligent behavior, by sprinkler, drainage, plumbing, or irrigation systems, by failure for any cause to supply adequate drainage, by the interruption of any public utility or service, by steam, gas, water, rain, or other substances leaking, issuing, or flowing into any part of the Parcel, by natural occurrence, riot, court order, requisition, or order of governmental body or authority, or for any damage or inconvenience which may arise through repair, maintenance, or alteration of any part of the Parcel, or by anything done or omitted to be done by Lessee Parties or any other person on the Parcel. In addition, Landlord shall not be liable for any Losses for which Lessee is required to insure. This Section 5.2 will survive any termination of this Lease.

VI GENERAL PROVISIONS

6.1 **Entire Agreement.** This Lease is the entire agreement between Landlord and Lessee and supersedes all prior or contemporaneous written and oral agreements, negotiations, correspondence, course of dealing, and communications between Landlord and Lessee relating to the same subject matter.

6.2 **Modification and Severability.** This Lease may be modified only as stated in a writing signed by both parties which states that it is an amendment to this Lease. If any provision in this Lease is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

6.3 **Waiver.** Any waiver of any term of this Lease must be in writing. Failure, neglect, or delay by a party at any time to enforce the provisions of this Lease will not be considered a waiver of that party's rights under this Lease. Any waiver shall not be considered a waiver of any later breach or of the right to enforce any provision of this Lease.

6.4 **Counterparts.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts constitutes effective delivery.

6.5 **Third-Party Beneficiaries.** Except as specifically provided in Section 5 of this Lease, this Lease is for the exclusive benefit of Landlord and Lessee, and not for the benefit of any third party including, without limitation, any gardener, employee, or volunteer of Lessee. All Landlord Parties are an express third party beneficiary of Section 5.

6.6 **Notices.** Notices and consents under this Lease must be in writing and delivered by mail, courier, or fax to the addresses set out on the signature page of this Lease. These addresses may be changed by written notice to the other party.

6.7 **Governing Law; Jurisdiction and Venue.** This Lease is governed by Georgia law. Lessee consents to the exclusive jurisdiction and venue of the state courts of _____ County, Georgia.

This Lease is signed by Landowner and Lessee as of the date first written above.

LANDOWNER

LESSEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Telephone: _____

Telephone: _____

Email: _____

Email: _____

Exhibit A: Property Description

Lease Agreement to Nonprofit for Affordable Housing

Land banks generally focus their activities on acquiring and disposing of vacant, abandoned, and tax-delinquent properties. In most communities, there are at least a few highly qualified and trusted nonprofit and other community development and affordable housing organizations with long track records of providing and maintaining residential rental property, or programs to build homeownership. Those entities are often a land bank's strongest partners—land banks acquire vacant and abandoned land that can be transferred to those partners for them to conduct missional activity and move to occupancy on that land.

Few land banks own occupied property and land banks should exercise caution before entering programming that anticipates the land bank maintaining an ownership interest in occupied property. However, some Georgia land banks—with local expertise, relationships, and need—have experimented with holding occupied property in specific circumstances through a long-term lease agreement. For example, the example land bank lease agreement below was originally developed by the Savannah-Chatham Land Bank in an innovative program in Georgia seeking to support individuals and families moving out of homelessness.

Under this program, the Savannah-Chatham Land Bank offers a long-term, fifteen-year lease to a local

nonprofit for a single-family home owned by the land bank. The rental price paid by the nonprofit to the land bank is a very low \$100 per year so long as the nonprofit subleases the home to a family that is coming out of homelessness for an amount that does not exceed 30 percent of that family's income. In addition, at least a portion of the family's monthly rent must be placed into a special savings account that the family will be able to access to use for a down payment on a new home at the conclusion of their lease. The Savannah-Chatham Land Bank and its partners hope this innovative program, and the stability and dignity offered to families who lease this home owned by the land bank, will help move many families into stable housing and even homeownership.

The example lease agreement below is relatively complex and includes a wide variety of provisions that seek to clearly delineate responsibilities of the land bank and responsibilities of the nonprofit lessee. In addition, this kind of lease agreement seeks to anticipate a wide variety of risks that may be present in a partnership like this one. As with all documents in this resource guide, land banks should consult closely with local counsel to ensure a lease like this one is applicable and appropriate for a specific land bank program.

Lease Agreement

This LEASE AGREEMENT made and entered into this ____ day of _____, 20__ by and between the _____ Land Bank Authority, organized and existing under the existing laws of the State of Georgia (hereinafter called “Lessor”) and _____ (hereinafter called “Lessee”);

WITNESSETH

WHEREAS Lessor is the owner of certain real Property located at _____, including the residential structure, and more fully described in Exhibit “A” of this Agreement, attached hereto and made a part hereof (hereinafter called the “Property”); and

WHEREAS Lessee is desirous of leasing the Property under the terms and conditions contained herein for the purpose of providing affordable housing; and

WHEREAS the Property contains a single-family residential house suitable for renovation and providing housing for persons of low to moderate income;

NOW THEREFORE, for and in consideration of the premises and the covenants and agreements herein contained and for other good and valuable consideration, Lessor and Lessee hereby mutually covenant and agree as follows:

DEMISE, TERM AND RENT

Section 1.01 Demise and Term. Lessor does hereby lease and demise unto Lessee, and Lessee does hereby lease from Lessor, the Property for a term of fifteen (15) years commencing on _____, 20__ and terminating on or about _____, 20__, unless sooner terminated or extended as herein provided (“Term”). At the end of the Term, if both parties mutually agree on terms, Lessor may lease the Property for an additional fifteen (15) years to Lessee or sell the Property to Lessee at the end of the Term. If both parties do not mutually agree on terms by the expiration of the Term to renew this Lease or sell the Property, then the Term shall expire.

Section 1.02 Rent. Lessee shall make the following rental payments to the Lessor:

- (a) Lessee covenants and agrees to pay Lessor rent hereunder for the Property during the Term in the amount of One Hundred Dollars (\$100.00) on an annual basis.
- (b) The aforesaid rent is exclusive of expenses for utilities, taxes, insurance; improvements and other costs associated with the Property not agreed to herein.
- (c) Rent is due on the day of the execution of the Lease Agreement and subsequently at the beginning of each lease year.
- (d) All taxes, charges, costs and expenses which Lessee is required to pay pursuant to Section 3.01 or other sections hereof, together with all interest and penalties that may accrue thereon in the event of Lessee’s failure to pay such amounts, and all damages, costs and expenses that Lessor may incur by reason of default of Lessee or failure on the Lessee’s part to comply with the terms of this Lease, shall be deemed to be additional rent hereunder (hereinafter called “Additional Rent”), and in the event of nonpayment by the Lessee, Lessor shall have all the rights and remedies with respect thereto as Lessor has for the nonpayment of the above specified annual rent.

Section 1.03 USUFRUCT. NOTWITHSTANDING THE LENGTH OF THE TERM OR ANY TERM TO THE CONTRARY HEREIN, IT IS THE EXPRESS INTENT OF THE PARTIES THAT A LANDLORD/TENANT RELATIONSHIP IS ESTABLISHED BY THIS LEASE, THAT TENANT HAS A USUFRUCT PURSUANT TO THIS LEASE, AND THAT NO ESTATE FOR YEARS OR OTHER ESTATE SHALL PASS OUT OF LANDLORD AS A RESULT OF THIS LEASE.

COVENANTS AND WARRANTIES OF LESSOR

Section 2.01 Estate of Lessor. Lessor represents and warrants to Lessee that they have full right and lawful authority to enter into this Lease, that the Property is free and clear of all liens, exceptions, restrictions and encumbrances created or granted by Lessor except those which are of record in the Superior Court of _____ County, Georgia.

Section 2.02 Quiet Possession. Lessor covenants that Lessee, upon performing and observing the covenants to be observed and performed by the Lessee under the terms of this Lease, shall peaceably hold, occupy, and enjoy the Property during the term of this Lease without interference from the Lessor or by any other person claiming by, through, or under Lessor.

TAXES, UTILITIES, COMMON AREA MAINTENANCE, ASSESSMENTS, CHARGES, COMPLIANCE WITH LAW, AND LIENS

Section 3.01 Taxes and Assessments. Lessee shall be solely and exclusively responsible for payment of all taxes assessed against the Property used by or for the Lessee within or upon the Property or arising out of the conduct and operation of the Lessee's business upon or about the Property.

Section 3.02 Lessor's Rights Upon Nonpayment. Lessor shall have the right after delinquency at all times during the term hereof to pay any taxes, assessments, utility charges, common area expenses, levies, interests, or other charges upon the Property, and to pay, cancel and clear all tax sales, liens, charges, and claims upon or against the Property or any improvements that are now, or may be, placed thereon, and to redeem said Property from the same or any of them, from time to time, without being obligated to inquire as to the validity of the same. Any sums so paid by Lessor shall become Additional Rent due and payable by Lessee on the next day after such payment by the Lessor, together with interest at the rate of fifteen (15%) per annum from such date to the day of payment thereof by Lessee to Lessor.

Section 3.03 Compliance with Laws. Lessee agrees to comply with and cause the Property to comply with all applicable federal, state, county, and municipal laws, rules, orders, regulations, and ordinances affecting the Property (all or any one of which are herein referred to as "Regulations"). If Lessee by its actions or inactions causes non-conformance, then Lessee will bear the cost and expense of compliance.

Section 3.04 Liens. In the event Lessee makes any improvements to the Property pursuant to Section 5.01 hereof, Lessee shall not permit any liens to attach to the Lessor's interest in the Property. If any mechanic lien or order for the payment of money shall be filed against the Property or improvements thereon by reason of, or arising out of, any labor or material furnished or alleged to have been furnished to or for Lessee at the Property, or for or by any reason of any change, alteration, or addition by the Lessee, or the cost or expense thereof or any contract relating thereto, or against Lessor, then Lessee shall within thirty (30) days after the filing of such lien cause the same to be canceled and discharged of record, by bond or otherwise, at the election and expense of the Lessee, and shall defend on behalf of the Lessor, at Lessee's sole cost and expense, any action suit or proceeding which may be brought thereon or for the enforcement of such lien, liens, or orders, and Lessee shall pay any damages and discharge any judgment entered thereon and shall indemnify and save harmless Lessor from any claim or damage resulting

therefrom. If Lessee fails to keep this covenant, in addition to any other remedies available to Lessor under this Lease or otherwise, Lessor may at its option discharge such lien, in which event Lessee agrees to pay Lessor, on demand, a sum equal to one hundred fifteen percent (115%) of the amount of the lien thus discharged by Lessor plus Lessor's attorney's fees.

Section 3.05 Permitted Contests. Lessee, at its expense, may contest (by appropriate legal proceedings in good faith and with due diligence), the amount, validity or application, in whole or in part, or any tax or charge referred to in Section 3.01 hereof, or any Regulation referred to in Section 3.03 hereof, provided that Lessee shall give Lessor prior written notice of such contest and Lessee shall have deposited with Lessor's or the taxing authorities a surety company bond in such sum and upon such conditions as will assure payment, upon termination of such proceedings, of the amount of taxes or other charge so contested and unpaid, together with all interest and penalties in connection therewith and all charges may or might be assessed against or become a charge on the Property in said proceedings. Upon termination of such proceedings, Lessee shall deliver to Lessor proof of the amount of the imposition as finally determined in such proceedings. Lessor, on behalf of Lessee and at Lessee's sole expense, shall join in any such proceedings and shall cooperate with Lessee to the end that such proceedings may be brought to a successful conclusion. Lessee shall be entitled to any refund of any such tax or other charges and penalties or interest thereon which shall have been paid by Lessee. Lessee shall indemnify and save harmless Lessor from responsibility, financial or otherwise, arising out of such proceedings.

Section 3.06 Utilities. Lessee shall contract for all utility services required on the Property in the name of the Lessee and shall be liable for payment of all utility services received. Lessee shall promptly pay for all utilities rendered or furnished to the Property, including but not limited to, gas, electricity, all taxes thereon, and any other public utilities to the Leased Premises.

USE AND SURRENDER OF THE PROPERTY

Section 4.01 Use of Property. Lessee may use the Property exclusively for the purpose of affordable rental housing in accordance with the Lessee's housing programs provided, however, that such use shall not constitute a public or private nuisance or violate any applicable law, ordinance, or regulation.

Section 4.02 For Lease or For Sale Signs by Lessor. Lessor or Lessor's agents, at any time within ninety (90) days before the expiration of any term hereof, shall have the right to enter upon the Property and to affix upon any suitable part thereof a notice or notices for leasing or selling of the Property, which Lessee shall not remove, and Lessor shall further be allowed to show the Property to prospective tenants or buyers.

Section 4.03 Signs. No signs may be erected or placed on the Property without the prior written consent of Lessor, which such consent may be withheld in Lessor's sole discretion.

Section 4.04 Surrender of Property.

(a) It is agreed that at the termination of this Lease, Lessee may remove any movable personal property which Lessee has placed in the Property, except any property which has been attached to the Property in such a manner as to become a fixture, including but not limited to such property as electric or gas fixtures, switches, controls, floor and wall coverings, heating and air conditioning equipment and alterations, additions or improvements of any kind to the Property, all of which shall become the property of Lessor upon the termination of this Lease, provided however, that no such alterations, additions, or improvements may be made to the Property without the prior written consent of Lessor, and provided further, that the foregoing rights of Lessee are subject to the Lessor's lien provided for herein.

(b) Lessee covenants and agrees, at the expiration or earlier termination of this Lease, whether by limitation, forfeiture, or otherwise, to quit, surrender, and deliver to Lessor's possession of the Property with all improvements thereon (excluding any personal property properly removed under Section 4.04 (a) above) free from all liens thereon, in good condition and repair, ordinary wear and tear accepted, all of which shall become and remain the property of the Lessor. Lessee's obligations to observe and perform this covenant shall survive the expiration or other termination of the term of this Lease. If Lessee shall default in so surrendering the Property, Lessee's occupancy subsequent to such expiration or termination, whether or not with the consent or acquiescence of Lessor, shall be deemed to be tenancy- at-sufferance and in no event for month to month or year to year and shall be subject to all the terms, covenants, and conditions of this Lease applicable thereto, and no extension or renewal of this Lease shall be deemed to have occurred by such holding over.

Section 4.05 Noise, Obstruction, and Nuisances. Lessee covenants that it will not (i) display any merchandise or maintain any stands in front of the Property; (ii) erect or maintain any barricade or scaffolding which may obscure entrances to the Property; (iii) create or maintain or allow others to create or maintain any nuisances, including without limiting the foregoing general language, smoking inside the Property, loud noises, sound effects, offensive odors, and smoke or dust in or about the Property; (iv) commit any waste; (v) maintain or allow to be maintained any devices or similar devices, the effect of which will be visible from the exterior of the Property; or (vi) store or maintain within or around the Property any explosive material or any other hazardous material or condition that could adversely affect the Property, Structure, or tenants thereof. Lessee covenants that it will not create or maintain, or allow others to create or maintain, any nuisances, including without limiting the foregoing: loud noises, sound effects, offensive odors, and smoke or dust in or about the Property; commit any waste; or maintain or allow to be maintained any excessively bright lights, changing, flashing, flickering or lighting services or similar devices, the effect of which will be visible from the exterior of the Property. Lessee shall not play, perform, or allow to be played or performed on or about the Leased Premises any music, noise, or other type of sound that disturbs any neighboring property owner.

CONSTRUCTION OF IMPROVEMENTS, REPAIRS, AND ALTERATIONS AND INSPECTIONS DURING THE TERM

Section 5.00 Condition of Property. Lessee acknowledges that it has examined and inspected the Property and is familiar with the physical condition thereof. Lessee further acknowledges (i) that Lessor has not made and does not hereby make any representations regarding the physical condition of the Property, and (ii) that there are no warranties, either express or implied, regarding the physical condition of the Property and/or the residential building on the Property. Any such warranties which may exist are hereby expressly released and waived. Accordingly, Lessee hereby agrees to accept the Property in their "AS IS" condition.

Section 5.01 Construction of Improvements by Lessee. As part of the Lease Agreement, Lessee desires to make improvements to the Property in accordance with the Scope of Work more fully described in Exhibit "B" of this Lease Agreement. In the event that Lessee desires to make improvements not identified in Exhibit "B", Lessee shall be allowed to do so only after receiving the specific written consent of Lessor to such improvements both as to design and scope. Lessee covenants and agrees with Lessor that any and all such improvements (or at Lessor's option, less than all) made on any portion of the Property shall, at the conclusion of the term hereof, become and remain the property of the Lessor, subject to Section 4.04 hereof.

It is further hereby covenanted and agreed that Lessee will make no improvements to the Property not identified in Exhibit “B” of this Lease Agreement without such prior written consent of both as to design and scope of such improvements.

Section 5.02 Maintenance and Repair. Lessee shall maintain the existing Property in good functioning condition and shall at Lessee’s own cost and expense throughout the term of this Lease, and so long as it shall remain in possession of the Property, keep and maintain in good repair and a reasonably satisfactory condition of cleanliness, including reasonably periodic painting of the interior of the Property, all portions thereof including the main walls, roof, and structural portion of the Property, as hereinafter provided, appurtenances and machinery therein which are brought into and become part of the real estate, and all glass, including but not limited to plate glass, window panes, etc. to the satisfaction of Lessor and municipality and any other governmental authorities during the term of this Lease.

In addition, without creating any limitation, Lessee shall also maintain, repair, and keep in good working order all air-conditioning, plumbing, heating and electrical installations, and floor surfaces within the Property and shall be responsible to repair utility metering and other utility equipment associated with the Property. Lessee shall, at tenant’s expense, take such steps as shall be necessary to keep the Property free of termites, roaches, rodents, insects, and other pests and that Lessee will save Lessor harmless from any damage caused thereby. If the doors, roof, window frames, glass, or any part of the exterior of the Property are damaged by persons breaking, or attempting to break, into the Property, or by vandals, it shall be the Lessee’s responsibility to immediately repair any and all such damage at Lessee’s expense.

If Lessee refuses or neglects to repair property as required hereunder and to the reasonable satisfaction of Lessor as soon as reasonably possible after written demand, Lessor may make such repairs without liability to Lessee for any loss or damage that may accrue to Lessee by reason thereof, and upon completion thereof, Lessee shall pay Lessor costs for making such repairs plus 15% for overhead, upon presentation therefore, as additional rent.

All property of every kind which may be on the Property during the term hereof shall be at the sole risk of Lessee or those claiming under Lessee and Lessor shall not be liable to Lessee or to any other person whomsoever for any injury, loss, damage to such property in or upon said Property, or the entrances, yard, sidewalks, and walkways adjoining same.

Section 5.03 Lessee’s Duties with Reference to Roofs, Main Walls, and Structural Portions of Property. Lessee covenants and agrees to maintain the roof of the Property, the main walls thereof and other structural portions of the Property in good repair and Lessor shall not be liable to Lessee or Lessee’s agents, employees, tenants, and invitees for any damages resulting from failure to maintain. Lessee shall be responsible for heating and cooling equipment and repairs.

Section 5.04 Inspection by Lessor. Lessor and Lessor’s agents shall have the right to enter the Property at all reasonable hours for the purposes of (i) inspection of the same; (ii) performing obligations of Lessor under this Lease; (iii) performing obligations of the Lessee hereunder in which Lessee may neglect or refuse to perform; (iv) showing the Property to persons wishing to purchase the Lessor’s interest therein; and (v) showing the Property to prospective tenants if Lessee does not extend the Lease Term or purchase the Property. The provisions contained in this section shall not impose on Lessor any of the Lessee’s obligations under this Lease, nor shall it create any liability of Lessor by virtue of Lessor’s having inspected the Property.

Section 5.05 Construction Improvements by Lessor. Lessor hereby reserves the right at any time to make alterations or additions to the Structure and to construct additional improvements on the Property,

all without notice to or consent of Lessee so long as Lessee's space is not affected nor its use impaired. Lessor will provide Lessee in writing of any alterations, additions, or improvements prior to execution.

INSURANCE

Section 6.01 Classes of Insurance. Lessee during the term of this Lease shall keep in full force and affect the policies of insurance described below, with the coverage amounts not less than those specified.

(a) **Liability Insurance.** Lessee agrees to maintain at its expense at all times during the lease term full general liability insurance written on an occurrence basis, with a combined single limit for bodily injury, death, and property damages of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the annual aggregate, properly protecting and indemnifying the Lessor and naming Lessor as additional insured, written by insurers acceptable to the Lessor and licensed to do business in the State of Georgia. Lessee shall deliver to the Lessor certificates of insurance, which shall declare that the respective insurer may not cancel the same in whole or in part without giving the Lessor written notice of its intention to do so at least 15 days in advance. Lessee's Liability Insurance shall be, and it shall be stated on the certificate of insurance (ACORD 25 form or its equivalent), primary, non-contributory, and not in excess, and shall be endorsed to name Lessor as additional insured and such other party as requested by Lessor. Upon Lessor's request, Lessee shall provide or cause to be provided the additional insured endorsement. In addition, such insurance policy shall provide that the insurer waives all rights of recovery by way of subrogation against either party under this Lease hereto in connection with any loss or damage covered by the policy.

(b) **Workman's Compensation Insurance.** Lessee agrees to maintain workmen's compensation insurance covering all persons employed in connection with any work performed by the Lessee, and any and all agents or employees of Lessee with respect to whom death or bodily injury claims could be asserted against Lessor or Lessee as required by applicable law.

(c) **Property Insurance.** Lessee will procure and keep in force during the term of this Lease, at its sole cost, a policy or policies of fire and extended coverage insurance, in an amount not more or less than the replacement cost of the Property thereof (to be determined by Lessor), naming Lessor as the insured, written by insurers acceptable to the Lessor and licensed to do business in the State of Georgia. In the event of a loss or damage, covered by such insurance, the Lessor shall be entitled to the proceeds of all insurance on the real estate. In addition, if requested by Lessor, Lessee will procure, and keep in force during the term of this Lease, at its sole cost, a Dwelling Fire policy (DP1, DP2 or DP3 – as determined by Lessor) containing such terms and protections as Lessor reasonably determines is needed or desired by Lessor. Lessee acknowledges that Lessor may procure such policy (or policies) and seek prompt reimbursement by Lessee for such policy (or policies) at its election (provided that if no such election is made, Lessee shall obtain the policy (or policies) as provided for herein).

Section 6.02 Failure to Procure Insurance. In the event Lessee shall fail to procure insurance required under this Article and fail to maintain the same in force continuously during the term, Lessor shall be entitled to procure the same and Lessee shall immediately reimburse Lessor for such premium expense.

Section 6.03 Property of Lessee. Lessee agrees that all Property owned by it in, on, or about the Property shall be at the sole risk and hazard of the Lessee. Lessor shall not be liable or responsible for any loss of or damage to Lessee, or anyone claiming under or through Lessee, or otherwise, whether caused by or resulting from a peril required to be insured hereunder, or from water, steam, gas, leakage, plumbing,

electricity or electrical apparatus, pipe or apparatus of any kind, the elements or other similar causes, and whether or not originating in the Property or elsewhere.

Section 6.04 Liability of Tenant. Lessee shall protect, indemnify, and save Lessor harmless from and against all and any liability and expense of any kind, including reasonable attorney's fees arising from injuries or damages to persons or Property in, on or about the leased Property arising out of or resulting in any way from any act or omission of Lessee, its agents, servants, and employees, and sub-lessees/tenants in use of the Property during the term of this Lease.

Section 6.05 Requirements. All of the aforesaid insurance shall be written in the name of the Lessee and shall be written by one or more responsible insurance companies with a Best Insurance Guide rating of A+ authorized to do business in Georgia; all such insurance shall contain endorsements that: such insurance may not be canceled or amended with respect to Lessor (or its designee) except upon fifteen (15) days prior to written notice to the Lessor (or such designee) by the insurance company. Lessee shall be solely responsible for the payment of the premiums therefore and Lessor (or its designee) shall not be required to pay any premium for such insurance. The minimum limits of comprehensive general liability policy of insurance shall in no way limit or diminish Lessee's liability hereunder. Lessee shall deliver to Lessor at least fifteen (15) days prior to the expiration of such policy, either a duplicate original or a certificate of insurance on all policies secured by Lessee in compliance with its obligations hereunder, together with evidence satisfactory to Lessor of the payment of the premiums therefore. If Lessee fails to obtain and provide any or all of the aforesaid insurance, then Lessor may, but shall not be required to, purchase such insurance on behalf of the Lessee and add the costs of such insurance as Additional Rent due under this Lease.

ASSIGNMENT, SUBLETTING AND MORTGAGING

Section 7.01 Subleases. Provided that Lessee is not in default under any covenants or condition of this Lease, Lessee shall have the right to sublease all or any portion of the Property so long as:

1. The sublease will be in accordance with the Lessee's programs that include but are not limited to (i) rents being affordable to persons transitioning out of homelessness; (ii) rents will be at or below fair market rent based on size of the structure; and (iii) Rents will not exceed 30% of household incomes unless the renter is receiving a housing voucher that pays the difference.
2. A sublease agreement must be entered into between Lessee and its subtenant that provides at minimum the following provisions:
 - (a) If for any reason the term of this Lease shall terminate prior to the expiration date of this Sublease, the Sublease shall thereupon be terminated and Lessor shall not be liable to the Subtenant by reason thereof, regardless of the cause or reason of the termination of this Lease.
 - (b) Subtenant may not modify or improve the Property without the prior written consent of Lessee and Lessor.
 - (c) Subtenant shall not assign the sublease or further sublet all or any part of the subleased Property without the prior written consent of Lessor and Lessee, which consent may be withheld in Lessee and/or Lessor's sole discretion.
 - (d) Except as caused by the gross negligence or willful act of Lessor, Subtenant must agree to indemnify and save Lessor and its respective partners, directors, officers, agents, and employees harmless against any and all claims for damages to persons or property by reason of or in

connection with subtenant's and/or subtenant's invites or licenses use or occupancy of the Property, or occasioned wholly or in part by any act or omission of subtenant, its agents, contractors, employees, servants, lessees, or concessionaires, or from any activity, work, or things done, permitted or suffered by subtenant in or about the Property or elsewhere, and all expenses incurred by Lessor because thereof, including attorney's fees and court costs, and from and against all costs, attorney's fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

3. Lessor must approve the form and terms of the sublease agreement used by Lessee that is used to sublease the Property pursuant herein.

Notwithstanding anything to the contrary, Lessee shall not have either the right or the power, at any time or from time to time, to sublease all or any portion of the Property for any other purpose than providing affordable housing in compliance with its programs and initiatives without prior written consent of Lessor.

In all events of any sublease, Lessee shall remain primarily liable under this Lease. Lessee shall have no right to assign this Lease without the prior written consent of Lessor.

Section 7.02 Mortgaging. Lessee may not mortgage or otherwise encumber the Property or the improvements thereon.

Section 7.03 Subordination. This Lease and all of Lessee's rights hereunder are and shall be subordinate to any mortgages, security deeds, or deed of trust, which Lessor has or may place upon the Property. However, Lessee shall, upon request of either Lessor or the holder of any mortgage, security deed or deed of trust on the Property, execute any documents expressly subordinating this Lease to any mortgage or mortgages now or hereafter placed upon the Lessor's interest in the premises or future additions thereto, and Lessee shall execute and deliver upon demand such further instruments subordinating this Lease to the lien of any such mortgage or mortgages. Lessee agrees to execute all agreements required by Lessor's mortgagee or any purchaser at a foreclosure sale or sale in lieu of foreclosure by which agreements Lessee will attorn to the mortgagee or purchaser.

DEFAULT

Section 8.01 Events of Default. The occurrence of any of the following acts or events shall constitute events of default under this Lease (herein referred to as "Default"):

- (a) Lessee fails to make any payment required hereunder when due;
- (b) Lessee fails to fulfill or perform any of Lessee's covenants (other than the payment of rent which is specified in Section 8.01(a) above), agreements or obligations under this Lease and such failure continues for a period of fifteen (15) days after Lessor shall have given Lessee written notice thereof and specifying the nature of such failure;
- (c) If at any time during the term herein there shall be filed by or against Lessee, or against any successor Lessee then in possession, in any court pursuant to any petition in bankruptcy, alleging an insolvency, for reorganization, for the appointment of a receiver, or for an arrangement under the Bankruptcy Code, or if a similar type of proceeding shall be filed;
- (d) If Lessee shall abandon the Property for a period of ten (10) or more days; or
- (e) If this Lease or the estate of the Lessee hereunder shall be transferred or passed to or devolve upon any other person, firm, association, or corporation, except with Lessor's consent.

Section 8.02 Rights of Lessor Upon Default. Upon the occurrence of any Default hereunder, Lessor shall have the right, at its option, and without further notice, to give Lessee written notice of the termination of this Lease as of the date of such written notice or such date as may be specified in such notice of termination. On such termination date, this Lease and the term hereby granted and created, as well as all the right, title, and interest of Lessee hereunder (without further action on Lessor's part or those claiming under Lessor) shall wholly cease and expire, in the same manner and with the same force and effect as if the expiration of time in such notice were the end of the term herein originally demised. Lessor, or those claiming under Lessor, may immediately or at any time thereafter, and without further notice or demand, enter into and upon the Property or any part thereof, and repossess the same as of Lessor's first and former estate, and expel Lessee and those claiming under Lessee and remove Lessee's effects (forcibly, if necessary) without being taken or deemed guilty of any manner or trespass and without prejudice to any remedies that might otherwise be used for arrears of rent or breach of contracts. Lessee agrees that, notwithstanding the termination of the Lease and the possession regained by Lessor, it will indemnify Lessor against all loss of rent which Lessor may suffer by reach of such termination, during the remainder of the term hereof, as well as other damages which Lessor may be entitled. It is especially agreed and understood that Lessor may retain all advance rental and deposits in Lessor's possession as and for damages to apply against such rentals to accrue during the remainder of the term hereof and other damages. Lessor shall not be required to relet the Property nor exercise any other right granted to Lessor hereunder, nor shall Lessor be under any obligation to minimize Lessee's loss as a result of Lessee's default. If Lessor attempts to relet the Property, Lessor shall be the sole judge as to whether or not a proposed tenant is suitable and acceptable.

Upon the occurrence of any Default hereunder, Lessor shall have, in addition to any other remedies which it may have hereunder, the right to invoke any remedy allowed at law or in equity to enforce Lessor's rights or any of them, as if reentry and other remedies were not herein provided for, including without limitation, the right to elect not to terminate this Lease to cure any default hereunder.

In the event Lessor does not exercise the rights of reentry herein above given, Lessor may accept rent from any receiver, trustee, or other officer in possession thereof, for the term of such occupancy without impairing or affecting in any way the rights of Lessor hereunder or his right to such advance rentals or deposit. Any neglect or failure to enforce the right of forfeiture of this Lease or reentry upon the breach of any of the conditions, covenants, term and/or agreement herein contained.

If Lessor shall deem it necessary to engage attorneys to enforce its rights hereunder, with the determination of such necessity to be in the sole discretion of Lessor, Lessee shall reimburse Lessor for the reasonable costs and expenses incurred thereby, including but not limited to court costs and attorney's fees.

Section 8.03 Attorney's Fees and Costs of Collection. Whenever any sums due hereunder are collected by law, or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to reasonable attorney's fees, plus all costs of collection.

CONDEMNATION

Section 9.01 Taking. Any taking during the Term of this Lease of any interest in the Property as a result of the actual exercise of the power of condemnation or eminent domain by the United States or any other body having such power or any sale or other transfer of any such interest in lieu of or in anticipation of the impending exercise of any such power, to any person legally empowered to exercise such power shall, for the purposes of this Lease, be herein referred to as a "Taking."

Section 9.02 Total Taking. In the event all of the Property or such portion thereof as makes the residue of substantially no commercial value to Lessee is subject to a Taking, this Lease shall automatically terminate on the date that title to the Property or portion thereof vests in the condemning authority; provided, however, that the termination of this Lease shall not benefit the condemnor and shall be without prejudice to the rights of either Lessor or Lessee to recover just and adequate compensation from the condemning authority.

Section 9.03 Partial Taking. In the event less than all of the Property is subject to a Taking and/or the residue after Taking remains of substantial residential value to Lessee, this Lease shall not terminate, provided however, that (i) the rent payable hereunder shall be equitably reduced by Lessor in proportion to the portion of the Property which has been a subject to a Taking; and (ii) such continuing of this Lease shall be without prejudice to the rights of either Lessor or Lessee to recover adequate compensation from the condemning authority.

DAMAGE OR DESTRUCTION

Section 10.01 Lessee to Give Notice. In the event of any damage to or destruction of the Property or any improvements or any part thereof, Lessee will give written notice thereof to Lessor describing the nature and extent of such damage or destruction.

Section 10.02 Destruction. In the event all or a portion of the Property is destroyed by fire or other casualty, Lessor may at its option either: (i) terminate this Lease without penalty and this Lease shall terminate as of the date of such damage or destruction or (ii) promptly restore the portion of the Property which was damaged or destroyed, as nearly as possible to its condition prior to such damage or destruction, in which case all insurance proceeds received by Lessee, less the cost, if any, of the recovery of said proceeds shall be applied to the payment for such restoration and any balance remaining shall be paid to the Lessor. Lessor shall make such election within thirty (30) days of written notice of such destruction by Lessee.

WAIVER OF SUBROGATION

Section 11.01 Conditional Mutual Release of Subrogation. Lessor and Lessee hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of Subrogation or otherwise for any loss or damage to Property caused by fire or any extended coverage or supplementary contract causalities, even if such fire or other causality shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, provided however, that this release shall be applicable and in force and effect only with respect to loss or damage fully covered by insurance and occurring during such time as the releasor's insurance policies shall contain a clause of endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudices the right of the releasor to recover thereunder. Lessor and Lessee each agree they will request their insurance carriers to include in their policies such a clause or endorsement. If extra cost shall be charged therefore, Lessee shall pay such extra cost.

CONDITION OF PROPERTY

Section 12.01 Lessee's Inspection, Disclaimer of Any Representations by Lessor. Lessee accepts this Lease of the Property "as is" on the date of possession and further agrees that, in taking this Lease, it is governed by its own inspection of the Property and the plans for the rental space leased hereby and its own judgment of their desirability for its purpose, and has not been governed or influenced

by any representation of Lessor as to condition and character of the Property; that no agreements, stipulations, reservations, exceptions, or conditions whatsoever have been made or entered into in regard to the Property or this Lease, which will in any way vary, contradict or impair the validity of this Lease or any of its terms and condition as herein set forth, and that no modification of this Lease shall be binding unless it be in writing and executed by all the parties hereto. Furthermore, Lessee takes this Lease on the Property subject to all statutes, ordinances and regulations of competent governmental authority affecting the occupancy and use thereof, the construction and maintenance of improvements thereof, and the business and occupations to be engaged in by the Lessee, in force now or subsequently put in force during the term of the Lease.

HAZARDOUS WASTE

Section 13.01 Lessor's Protection from Hazardous Waste. Throughout the term of this Lease, Lessee shall not undertake or permit any use, storage, installation, existence, release, threatened release, discharge, generation, abatement, removal, disposal, handling, or transportation on, under or from the Property of any hazardous or toxic substance or toxic waste, as defined by any applicable ordinance, law, regulation, or requirement of any governmental body, except if Lessee is in compliance with all applicable ordinances, laws, regulations, and requirements of any governmental body and such use is customary for Lessee's use herein defined. If Lessor is not satisfied that such activities are in compliance with such ordinances, laws, regulations, or requirements, Lessee shall immediately, upon notice thereof, cease such activities. Lessor shall have the right from time to time to conduct an environmental audit of the Property and Lessee shall cooperate in the conduct of such audit. If Lessee shall breach any covenant provided in Section 13.01 then, in addition to any other rights and remedies Lessor may have under this Lease or otherwise, Lessor may require Lessee to take all actions, or reimburse Lessor for the costs of such actions taken by Lessor as are reasonably necessary to cure such breach. The Lessor represents that to the best of its knowledge, without the benefit of inspection and analysis, no hazardous or toxic substances or wastes exist within the Property, the Building, or upon the Property. The obligations of Lessor and Lessee under this Section shall survive the expiration or other termination of this Lease.

HOLD HARMLESS AGREEMENT

Section 14.01 Lessor Protected from Claims or Damage. From and after the day hereof, Lessee covenants and agrees to defend and hold harmless against any and all claims, suits, damages or causes of action for damages, arising from the date hereof, and against any orders, decrees, or judgments which may be entered in, as a result of any alleged injury to person and/or Property or alleged loss of life sustained in the Property and the building and improvements thereon, by any person or persons whomsoever, except as such shall result from the willful acts of Lessor or from a breach of this Lease by Lessor.

MISCELLANEOUS

Section 15.01 Waiver. Failure of Lessor to insist upon strict performance by Lessee of any term, condition, or covenant on Lessee's part to be performed pursuant to the term of this Lease or to exercise any option, right, power, or remedy contained in this Lease shall not be deemed nor construed as a waiver of such right now or subsequent hereto. No waiver of any terms or provisions hereof shall be valid unless such waiver is in writing.

Section 15.02 Separability. Each and every covenant and agreement contained in this Lease shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant

by Lessor shall not discharge or relieve the Lessee from its obligation to perform each and every covenant and agreement to be performed by the Lessee under this lease. All rights, power, and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate applicable law and shall be limited to the extent necessary to render this Lease valid and enforceable. If any term, provision, or covenant of this Lease or the application thereof to any person or circumstance shall be held to be invalid, illegal, or unenforceable, the validity of the remainder of this Lease or the application of such term, provision or covenant to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

Section 15.03 Notices, Demand, and Other Instruments. All notices, demands, requests, consents, and other instruments required or permitted to be given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been properly given (i) upon personal delivery, or (ii) upon deposit in the United States Mail, if sent by first class, registered or certified United States Mail, return receipt requested, addressed to each party hereto at:

Lessor: [Land Bank Authority]
 Attn: Director
 [LBA Mailing Address]

Lessee: [Name]
 [Address]

or at such other address in the United States as Lessor or Lessee may from time to time designate in writing and deliver to the other party.

Section 15.04 Successors and Assigns. Each and every covenant, term, condition, and obligation contained in this Lease shall apply to and be binding upon and inure to the benefit or detriment of the respective legal representatives, successors, and assigns of Lessor and Lessee. Whenever reference to the parties hereto is made in this Lease, such reference shall be deemed to include the legal representatives, successors, and assigns of Lessor and Lessee as if in each case expressed. The term "Person" when used in this Lease shall mean any individual, corporation, partnership, firm, trust, joint venture, business association, syndicate, government, or governmental organization or any other entity.

Section 15.05 Headings. The headings to the various sections of this Lease have been inserted for the purposes of referent only and shall not limit or define the express terms and provisions of this Lease.

Section 15.06 Counterparts. This Lease may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument.

Section 15.07 Applicable Law. This Lease shall be construed under and enforced in accordance with the laws of the State of Georgia.

Section 15.08 All Genders and Numbers Included. Whenever the singular or plural number, or masculine, feminine, or neuter gender is used in this Lease, it shall equally apply to, extend to, and include the other.

Section 15.09 Time of the Essence. It is specifically agreed that the timely payment of each and every installment of rent and performance of each and every one of the terms, covenants, and conditions hereof is of the essence of this Lease.

Section 15.10 Short Form Lease. The parties will at any time at the request of either one, execute duplicate originals of any instrument in recordable form which will constitute a short form lease or memorandum of lease setting forth the description of the Property and the term of this Lease so that it will not be necessary to record this Lease in its entirety.

Section 15.11 Amendment or Modification. Lessee acknowledges and agrees that Lessee has not relied upon any statement, representations, agreements, or warranties except as expressed herein, that this Lease contains the entire agreement of the parties, and that no amendment or modification of the Lease shall be valid or binding unless expressed in writing and executed by the parties in writing hereto in the same manner as the execution of this Lease.

Section 15.12 Rules and Regulations. The rules and regulations appended to this Lease are hereby made a part of this Lease, and Lessee agrees to comply with and observe the same. Lessee's failure to keep and observe said rules shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants. Lessor reserves the right from time to time to amend or supplement said rules and regulations and to adopt and promulgate additional rules and regulations applicable to the Property or Property. Notice of such additional rules and regulations, and amendments and supplements, if any, shall be given to Lessee, and Lessee agrees thereupon to comply with and observe all such rules and regulations, and amendments thereto.

[Signatures on the following page.]

IN WITNESS WHEREOF, Lessor and Lessee have caused this LEASE AGREEMENT to be executed as of the day and year first above written.

LESSOR:

[Land Bank Authority]

Witness: _____

By: _____

Title: _____

Date: _____

LESSEE:

Witness: _____

By: _____

Title: _____

Date: _____

Exhibit A: Legal Description

Permanent Affordability Disposition Policy

In 2020, the Metro Atlanta Land Bank developed and adopted the first permanent affordability disposition policy for land banks in Georgia. Pursuant to this thoughtful policy, the Metro Atlanta Land Bank can convey properties to neighborhood nonprofits for the purpose of long-term (at least twenty years) affordable housing for low-to-moderate income individuals and families. Property sold under this policy is transferred for at or below 35 percent of fair market value, allowing for significant subsidy and investment to be utilized to achieve greater affordability in the property and development project anticipated.

Practice Pointers

The policy and program is featured clearly and dynamically on the [Metro Atlanta Land Bank website](#). Note also that low-moderate income is a defined term based on specific income amounts adopted each year by the land bank board, in response to local markets and conditions.

Permanent Affordability Policy

1.1 Permanent Affordability Pricing Policy. In accordance with the 2017 Interlocal Cooperation Agreement,¹ the first priority for conveyances of LBA residential properties is “to neighborhood nonprofits obtaining the property for the production or rehabilitation of housing for persons with low or moderate incomes.”² This Permanent Affordability Pricing Policy sets forth guidelines for the LBA’s conveyance and pricing of residential real property, and vacant lots zoned residential, to neighborhood nonprofit entities for development and provision of permanently affordable housing in accordance with the mission and the purpose of the LBA and applicable law.

1.2 Definition of Permanently Affordable Housing. For purposes of this policy, “permanently affordable housing” means housing that requires mortgage or rent plus utility costs of not more than 30% of a low-to-moderate income individual’s monthly income for a period longer than 20 years.

1.3 Permanent Affordability Purchase Price. Upon receipt of an application by a neighborhood nonprofit for conveyance of LBA property, the Board of Directors, in its discretion, may authorize the conveyance of such property to the neighborhood nonprofit for total consideration not to exceed 35% of Fair Market Value,³ upon the following conditions:

- (a) The neighborhood nonprofit must submit appropriate development or other plans for the property, including all required property acquisition application documents, demonstrating commitment and ability to utilize the subject property for permanently affordable housing for low-to-moderate income persons, as defined in the annual definitions of low income and moderate income adopted by the LBA.

¹ See Feb. 28, 2017 Amended and Restated Interlocal Cooperation Agreement Between Fulton County and the City of Atlanta to Continue the Existence and Operation of the Fulton County/City of Atlanta Land Bank Authority, Inc.

² Id., at § VI (D)(2).

³ “Fair Market Value” may be comprised of the sum of amounts including but not limited to a) appraisal value, b) holding costs, c) Realtor commissions, d) other closing costs, and e) all Property Costs.

(b) The neighborhood nonprofit must submit to appropriate development requirements of the LBA in accordance with its policies to ensure the property is utilized for permanent affordable housing.

(c) The neighborhood nonprofit shall provide the LBA with a written report on the conveyed property, which report shall (i) be provided by December 1st of each effective year subsequent to the conveyance of the property from the LBA to the neighborhood nonprofit, and (ii) identify the potential date for completion of the development work relating to such property pursuant to the LBA permanent affordability development requirements.

1.4 **Permanent Affordability Investment Value.** The difference between the Fair Market Value and the Permanent Affordability Purchase Price shall constitute the LBA Permanent Affordability Investment Value. The LBA Permanent Affordability Investment Value, on parcels conveyed for permanent affordability, shall be recorded, tracked, updated, and regularly reported upon at LBA Board of Directors meetings.

Closing Letter

The Center for Community Progress has deep and abiding roots in Georgia, starting with one of its co-founders, Frank S. Alexander, Sam Nunn Professor of Law at Emory University, and stretching to include the authors of this report (Sara J. Toering, Esq. and Allie Jett, Esq.), Community Progress' board of directors, and our President and CEO Dr. Akilah Watkins.

When Community Progress opened the Georgia place-based program in February 2021, it was powered by a shared vision of thriving, equitable communities across the state in which vacant, abandoned, and deteriorated properties were transformed into vibrant spaces.

There was also an understanding that land banks are a key strategy for realizing this vision; land banks can extinguish delinquent taxes and liens, occupy a position of trust between community and local government, and partner with local nonprofits to accomplish community-identified goals for affordable housing and redevelopment.

Community Progress has been investing in the capacity of Georgia's land banks since their inception, including:

- Providing technical assistance to individual land banks;
- Drafting and advocating for the 2012 Georgia Land Bank Act which expanded land bank powers and financing strategies;
- Supporting the Georgia Association of Land Bank Authorities as a functioning membership organization of land bank practitioners and supporters; and
- Supporting the publication and distribution of Frank S. Alexander and Sara Toering's *2013 Georgia Land Bank Resource Manual*.

When I began as Community Progress' Director of Georgia Initiatives, the first thing Sara Toering and I set out to do was visit every land bank in the state. Each visit reinforced our understanding that land banks in Georgia are on the move. Regardless of location, size of population, urban or rural, we met practitioners and local volunteers who were committed to creating affordable housing and open to acknowledging the disparate impact of the systems that create vacant and abandoned properties.

We were impressed with the professional generosity practitioners showed to one another—templates and best practices were shared on request, with the understanding that when land banks succeed they are helping their communities thrive.

Having seen the consistent usefulness of the *2013 Georgia Land Bank Resource Manual*, and hearing over and over that more sophisticated transactions were taking place, it became clear that Community Progress could once again provide a catalytic investment in the capacity of land banks by creating and publishing this *2022 Resource Guide for Georgia Land Banks*.

It is our sincere hope that this resource guide, together with the 2013 publication, will support land banks in Georgia for years to come as they create robust and impactful programs that are consistent with community priorities. Beyond this, we hope Georgia's communities will find healing and the courage to change the systems that have kept neighbors apart for too long.

This publication would not have been possible without the generous support of the Georgia Association of Land Bank Authorities, the Georgia Municipal Association, the Association of County Commissioners of Georgia, and the Georgia Power Foundation.

We thank you,



Odetta Macleish-White

Director of Georgia Initiatives, Center for Community Progress

Center for **COMMUNITY PROGRESS**

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progress.org**