



BOARD OF TRUSTEES

WORK SESSION AGENDA

ALABAMA COMMUNITY COLLEGE SYSTEM

Presidents Conference Room, ACCS Building

Montgomery, Alabama

September 17, 2015

1:00 p.m.

Proposed Action Items for October 20, 2015:

Workforce Development

1. ALABAMA COMMUNITY COLLEGE SYSTEM
Allocation of 2015-2016 Industry Certification Initiatives Funds

Legal

2. ALABAMA COMMUNITY COLLEGE SYSTEM
General Liability Insurance
3. CENTRAL ALABAMA COMMUNITY COLLEGE
Lease Agreement – Salvation Army
4. T.A. LAWSON STATE COMMUNITY COLLEGE
Purchase of Real Property

Executive

5. CENTRAL ALABAMA COMMUNITY COLLEGE
Revised Mission Statement
6. ALABAMA COMMUNITY COLLEGE SYSTEM
Board of Trustees Facilities and Infrastructure Subcommittee

\$27,363 Jefferson State Community College is requesting funds for Industrial Maintenance Certificate Training through the Existing Industry Training Program.

\$61,598 Northeast Alabama Community College is requesting funds for its Cybersecurity/Information Assurance Lab to include experimental stations and software.

\$8,500 Northeast Alabama Community College is requesting funds for an Industrial/Manufacturing Workshop Series through the Existing Industry Training Program.

\$31,000 Shelton State Community College is requesting funds for Carpentry Training: Fundamentals and Intermediate through the Existing Industry Training Program.

\$10,635 Shelton State Community College is requesting funds for Cross Functional Team Leadership through the Existing Industry Training Program.

\$13,545 Shelton State Community College is requesting funds for Change Management through the Existing Industry Training Program.

\$116,500 Southern Union State Community College is requesting funds to expand and enhance truck driver training with a new driving range and driving simulator.

\$57,500 H. Councill Trenholm State Community College is requesting funds to purchase a Rescue Ambulance Simulator, and to provide assistance with the part-time instructor's salary, students' books, supplies and other materials for Certified Nursing Assistance training.

\$15,000 H. Councill Trenholm State Community College is requesting funds for Soft Skills Training for Healthy Flour Employees through the Existing Industry Training Program.

\$145,377 Wallace Community College-Dothan is requesting funds to purchase various ASE trainer systems to expand capacity of the Automotive Technician program.

\$203,908 Wallace State Community College-Hanceville is requesting funds to purchase additional equipment including a 3D desktop printer, CNC Milling Center, HD Digital Welding Recorder, and programmable welding equipment to support their tool and die, drafting, engineering technology and welding programs.

Code/Statute Act#2015-281
Policy _____

_____	/ /
Director	Date
_____	/ /
Legal Counsel	Date
_____	/ /
Vice Chancellor	Date
_____	/ /
Chancellor	Date

Code/Statute _____
Policy _____

Director _____ / /
Date

Legal Counsel _____ / /
Date

Vice Chancellor _____ / /
Date

Chancellor _____ / /
Date

DRAFT

ALABAMA COMMUNITY COLLEGE SYSTEM

RECOMMENDATION FOR ACTION

October 20, 2015
Date of Board Meeting Action

Action Item Number
President's Request
Source

ACTION ITEM TITLE

CENTRAL ALABAMA COMMUNITY COLLEGE
Lease Agreement with Salvation Army

RECOMMENDATION

It is recommended "That the Alabama Community College System Board of Trustees authorize the Interim President of Central Alabama Community College (CACC), to enter into a one-year renewable Lease Agreement with Salvation Army for use of CACC'S property located at 1725 Highway 22 West, Alexander City, Alabama."

FISCAL CONSIDERATION

Approximately \$14,400 income annually

RATIONALE

The Interim President of Central Alabama Community College (CACC) is requesting approval to enter into a one-year renewable lease agreement with Salvation Army for use of negotiated office, storage, and work space on the Alexander City Campus. The Salvation Army will occupy a building on CACC'S Alexander City Campus located on and adjacent to U.S. Highway 22 in Alexander City, Alabama, for occupancy and use for storage and charitable purposes. The rent for one year is payable to CACC on the first day of each calendar month in equal monthly installments of \$1,200. The lease covers approximately 8,300 square feet and is a renewal of an existing lease. Leasing this space will provide annual revenue of approximately \$14,400 and will help offset the facility maintenance. This lease agreement shall commence on _____, and end _____, and is renewable provided Salvation Army complies with all stipulations of the agreement.

Code/Statute Act No. 2015-125
Policy _____

_____	/ /
Director	Date
_____	/ /
Legal Counsel	Date
_____	/ /
Vice Chancellor	Date
_____	/ /
Chancellor	Date

ALABAMA COMMUNITY COLLEGE SYSTEM

RECOMMENDATION FOR ACTION

October 20, 2015
Date of Board Meeting Action

Action Item Number _____
President's Request _____
Source _____

ACTION ITEM TITLE

T. A. LAWSON STATE COMMUNITY COLLEGE
Purchase of Real Property

RECOMMENDATION

It is recommended "That the Alabama Community College System Board of Trustees authorize the President of Lawson State Community College, subject to review by the Chancellor and the Chancellor's legal office, to purchase property located at 3301 Oak Court, SW, Birmingham, Alabama. This purchase must be executed within six months."

FISCAL CONSIDERATION

\$10,500.00 – (Unexpended) Plant Funds

RATIONALE

The President of Lawson State Community College requests permission to purchase 21,780 sq. ft. of land located at 3301 Oak Court, SW, Birmingham, Alabama. This request is made to acquire land for the purpose of expanding parking facilities on the Birmingham Campus. This acquisition will also allow the College to have ownership of property that is uninterrupted to the current West Campus. Currently the property is contiguous to the West Campus and across the street from the East Campus. Ownership of the property is essential to the long range plan and growth of the institution. The College has obtained two appraisals at \$8,100.00 (AGM Appraisals) and \$9,000.00 (Underwood Appraisals). The College has a contract price of \$8,500.00. The total fiscal consideration includes the purchase price and all non-recurring costs. These costs include two appraisals (\$800.00), attorney closing fees (\$500.00), title (\$325.00), and the deed tax recording fee (\$250.00). Consequently, the final cost will not exceed \$10,500.00.

Code/Statute Act No. 2015-125
Policy _____

Director _____ / /
Date

Legal Counsel _____ / /
Date

Vice Chancellor _____ / /
Date

Chancellor _____ / /
Date

ALABAMA COMMUNITY COLLEGE SYSTEM

RECOMMENDATION FOR ACTION

October 20, 2015
Date of Board Meeting Action

Action Item Number _____
President's Request _____
Source

ACTION ITEM TITLE

CENTRAL ALABAMA COMMUNITY COLLEGE
Revised Mission Statement

RECOMMENDATION

It is recommended "That the Alabama Community College System Board of Trustees approve the revised Mission Statement for Central Alabama Community College."

FISCAL CONSIDERATION

None

RATIONALE

In accordance with the strategic planning process of Central Alabama Community College, as mandated by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), the mission statement of the college must undergo periodic review. The executive team, the president's advisory council, faculty and staff members, community members and students were engaged in meetings, electronic surveys, and committees to formulate the revised mission statement. The *Principles of Accreditation: Foundations for Quality Enhancement* of SACSCOC stipulates that the mission statement of each institution must be approved by the governing board. The revised Mission Statement for Central Alabama Community College, last approved by the Alabama State Board of Education on September 23, 2010, is therefore submitted to the Alabama Community College System Board of Trustees for its approval.

Code/Statute Act No. 2015-125
Policy _____

Director Date / /

Legal Counsel Date / /

Vice Chancellor Date / /

Chancellor Date / /

CENTRAL ALABAMA COMMUNITY COLLEGE
MISSION STATEMENT

~~Central Alabama Community College is a multi-campus community college providing quality, customer-driven educational opportunities to enhance the lives of those we serve.~~

REVISED MISSION STATEMENT

Central Alabama Community College promotes student success in comprehensive and diverse academic and career learning environments to advance quality of life through economic, community and workforce development.

LEASE AGREEMENT

STATE OF ALABAMA
COUNTY OF TALLAPOOSA

PARTIES

THIS LEASE AGREEMENT IS MADE THIS _____ day of _____ 2015, by and between the owner, individual, partnerships, or corporation whose name is CENTRAL ALABAMA COMMUNITY COLLEGE, hereinafter called LESSOR, and the SALVATION ARMY, a Georgia Corporation, hereinafter called LESSEE.

TERMS OF LEASE

This lease shall begin at 12:01 a.m. on the _____ of _____ 2015, and end on midnight on the _____ day of _____, 2016.

LOCATION

This lease covers the demised premises located in Tallapoosa County, in the city of Alexander City at the address of 1725 Highway 22, Alexander City, Alabama, 35010. The demised premise contains 8,400 square feet of office, storage, and restroom space, along with adjacent parking areas around the building.

RENT

The annual rent shall be \$14,400.00 and shall be payable in equal monthly installments in advance of \$1,200.00 each on the first day of each calendar month, with the first such payment being due on July 1, 2015.

COVENANTS OF LESSEE

The said LESSEE hereby covenants with the LESSOR:

- (A) To use and occupy the leased premises as office, storage, and charitable purposes consistent with LESSEE'S mission only and for no other object or purpose without written consent of the LESSOR;
- (B) Not at any time to assign this lease or to sublet the demised premises, or any portion thereof, without written permission of the LESSOR or its representative;

- (C) To keep the leased premises in good order, reasonable wear and tear excepted;
- (D) To provide adequate liability insurance in amounts satisfactory to LESSOR, which covers LESSOR as an additional insured. LESSEE shall provide to LESSOR a copy of the declarations page and all renewals thereof, verifying this coverage and that LESSOR is an additional insured, during the term of this lease and all renewals thereof.
- (E) To permit LESSOR and its representatives to enter on the premises or any part thereof at all reasonable hours for the purpose of inspecting or exhibiting same or making such repairs or alterations as may be necessary for safety or preservation thereof;
- (F) To permit LESSOR to place on the premises reasonable "For Rent" or "For Sale" notices and not interfere with same;
- (G) To surrender possession of the premises upon termination of this lease, or any extensions hereof as herein provided, in as good condition as when received, reasonable wear and tear excepted;
- (H) To pay for all utilities it uses in occupying the demised premises, and to use reasonable precautions in the conservation of energy and utilities;
- (I) To at all times comply with all laws, ordinances, orders, rules, regulations and requirements of all Federal, State and local government authorities having jurisdiction, and shall not cause, do or permit anything to be done in or upon the demised premises which would make void or voidable any insurance then in force with respect thereto, or commit any waste or nuisance upon the demised premises.
- (J) To the fullest extent allowed by the laws of the State of Alabama, LESSEE shall be responsible for any property damage (including damage to property of LESSOR) and personal injury occurring as a result of any action or omission to act of LESSEE, its employees, contractors, guests, agents, invitees or licensees while on the demised premises.

COVENANTS OF LESSOR

The LESSOR covenants and agrees that it shall:

- (A) Not discontinue any service or facility herein contracted for;
- (B) Keep the demised premises in good repair including but not limited to lighting, roof, exterior, windows, access, egress, ingress, sanitary facilities, water facilities, as well as heating ventilation and air conditioning (HVAC), mechanical, electrical, plumbing and other services incidental to the demised premises;

- (C) In the event the LESSOR shall, after notice in writing from the LESSEE in regard to a specific condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to health or safety of the LESSEE's employees, property, or invitees, it shall then be lawful for the LESSEE, in addition to any other remedy the LESSEE may have, to make such repair at its own expense and deduct the amount from the rent that may become due hereunder;
- (D) Maintain property insurance on the building on the demised premises in amounts it shall in its sole discretion determine to be reasonable;
- (E) This lease shall become null and void in the event said leased premises should be totally destroyed by fire, or other casualty, including acts of God, and the liability of the LESSEE for rents thereafter occurring under the lease agreement shall cease upon the said happening of any said events, but if said leased premises are partially damaged by fire or other casualty, including acts of God, then the same shall be repaired and restored by the LESSOR if practicable, as determined by the LESSOR in its sole discretion, as speedily as possible, at the LESSOR'S own expense, and from date of such damage until completion of such repairs, abatement of rent shall be allowed to the LESSEE;
- (F) It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article XI, Section 213 of the *Constitution of Alabama, 1901*, as amended by Amendment Number 26. It is further agreed that if any provision of the contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted then the conflicting position in the contract shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

HOLDOVER

If the LESSEE remains in possession beyond the expiration of this lease, or any extension or renewal thereof, and negotiation of rent or demand to quit the premises has been given, such holding over shall be deemed a month-to-month tenancy at the same rental and terms as were in effect at the time such holding over takes place.

EXEMPTION

The LESSEE notwithstanding any provision of this lease, incorporations or amendments hereto, does not release or waive, expressly or implied, its right to assert sovereign immunity or any other affirmative defense right it may have under law.

SUBORDINATION

The LESSEE'S rights under this lease shall remain subordinate to any bona-fide mortgage or deed to secure debt, which is now, or any hereafter be placed upon the premises, provided that the LESSEE'S tenancy shall not be disturbed nor shall the covenants and conditions of this lease be invalidated or changed.

DEFAULT

If at any time one party shall default in any of its covenants or obligations under this lease, the other party shall give written notice of the nature of the default. If the default cannot be resolved within a reasonable period, the aggrieved party may cancel this agreement without further obligation.

RENEWAL

The LESSOR does hereby grant and give the LESSEE an option to renew this lease agreement at the end of the term of this lease for the length and at an amount of rent agreed upon by the LESSOR and the LESSEE. The LESSEE agrees to give the LESSOR a 90-day written notice prior to the expiration of the then existing term of its intention to so renew or extend.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this agreement on the dates shown below.

CENTRAL ALABAMA COMMUNITY COLLEGE

Dr. Susan Burrow, Interim President

Date

THE SALAVATION ARMY

Division Commander

Date

ALABAMA COMMUNITY COLLEGE SYSTEM

Legal Counsel Date

Dr. Mark Heinrich, Chancellor Date

LAND APPRAISAL REPORT

File No. 33010

IDENTIFICATION

Owner: ALBERTA LINCOLN
 Property Address: 3301 OAK CT SW
 City: Birmingham
 Legal Description: *** See Additional Comments ***
 Sale Price: \$8,500
 Actual Real Estate Taxes: \$31
 Client: Lawson State Community College
 Intended User: LENDER/CLIENT AND ITS ASSIGNS

Census Tract: 131
 Map Reference: JEFFCNTY
 County: JEFFERSON
 State: AL
 Zip Code: 35221

Date of Sale: 06/23/2015
 Property Rights Appraised: Fee
 Appraiser: KEVIN MITCHELL
 Address: 3060 Wilson Rd SW, Birmingham, AL, 35221

NEIGHBORHOOD

Location: Urban Suburban Rural
 Built Up: Over 75% 25% to 75% Under 25%
 Growth Rate: Fully Dev. Rapid Steady Slow
 Property Values: Increasing Stable Declining
 Demand Supply: Shortage In Balance Over Supply
 Marketing Time: Under 3 Mos. 4-6 Mos. Over 6 Mos.

Present Land Use: 55 % 1 Family 2 % 2-4 Fam 1 % Azcs. % Condo 10 % Commercial
 100.000000 2 % Industrial 30 % Vacant %
 Change in Present Land Use: Not Likely Likely (*) Taking Place (*)
 Predominant Occupancy: Owner Tenant % Vacant
 Single Family Price Range: \$ 3,500 to \$ 75,000 Predominant Value \$ 16,000
 Single Family Age: 39 yrs to 99 yrs Predominant Age: 61 yrs

Intended Use: For Purchase

Employment Stability	Good	Avg.	Fair	Poor
Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise) THIS AREA IS LOCATED IN AVERAGE OLDER, WELL ESTABLISHED NEIGHBORHOOD THAT IS COMPRISED OF A WIDE VARIETY SINGLE FAMILY DWELLINGS AND HAS ADEQUATE ACCESS TO EMPLOYMENT, PARKS, SCHOOLS ETC. This market area is also considered to be a bifurcated/segmented market due to the large number of foreclosed properties, which may have a negative effect upon market value.

SITE

Dimensions: 106F320SLX105R3207RS - 21891 +/- sq. ft. Corner Lot
 Zoning Classification: R3 Present Improvements: do do not conform to zoning regulations
 Highest and best use: Present use Other (specify)

Public: Gas: Water: San. Sewer: Underground Elect. & Tel.

OFF SITE IMPROVEMENTS
 Street Access: Public Private
 Surface: ASPHALT
 Maintenance: Public Private
 Storm Sewer Curb/Gutter
 Sidewalk Street Lights

Topo: RELATIVELY FLAT
 Size: AVERAGE
 Shape: RECTANGULAR
 View: RESIDENTIAL
 Drainage: ADEQUATE

Is the property located in a HUD identified Special Flood Hazard Area? No Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) NO ADVERSE EASEMENTS, ENCROACHMENTS, ILLEGAL OR NONCONFORMING ZONE USE. APPRAISER WAS NOT GIVEN A LAND SURVEY, SITE SIZE IS AN ESTIMATE BASED ON COURTHOUSE RECORDS.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

For the Market Data Analysis See grid below. See narrative attachment.

ITEM	Subject Property	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	3301 OAK CT SW Birmingham, AL. 35221	3937 GRASSELLI AVE SW BIRMINGHAM, AL. 35221-1723	5605 COURT 1 BIRMINGHAM, AL. 35208	1512 12TH AVE BESSEMER, AL. 35020
Proximity to Subj.		0.65 miles SW	2.05 miles NW	5.69 miles SW
Sales Price	\$ 8,500	\$ 3,500	\$ 8,000	\$ 9,500
Price	\$ 1.004979			
Data Source	TAX RECORDS	TAX RECORDS, MLS	TAX RECORDS, MLS	TAX RECORDS, MLS
Date of Sale and Time Adjustment	DESCRIPTION 06/23/2015	DESCRIPTION 10/05/2012	DESCRIPTION 04/13/2015	DESCRIPTION 11/08/2013
Location	SUBURBAN	SUBURBAN	SUBURBAN	SUBURBAN
Site/View	RESIDENTIAL	RESIDENTIAL	RESIDENTIAL	RESIDENTIAL
Site Area	21891 +/- sq. ft.	6500 +/- sq. ft.	5401 +/- sq. ft.	18730 +/- sq. ft.
ADJUSTMENT		+1,539	+1,649	+316
ACCESS	ASPHALT/ACCESS	ASPHALT/ACCESS	ASPHALT/ACCESS	ASPHALT/ACCESS
AMENITIES				
Sales or Financing Concessions				
Net Adj. (Total)		<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 3,486	<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 2,065	<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 3,523
Indicated Value of Subject		Gross 99.6% Net 99.6% \$ 6,986	Gross 25.8% Net 25.8% \$ 10,065	Gross 37.1% Net 37.1% \$ 13,023

Comments on Market Data: DUE TO THE LIMITED AMOUNT OF VACANT LAND SALES IN THE SUBJECTS MARKET AREA THE APPRAISER WAS FORCED TO EXTEND SEARCH PARAMETERS BEYOND A 3 YEAR TIME FRAME AND UP TO APPROX 6 MILES TO UTILIZE THE SALES FOUND. Equal weight was given to all sales in this report to form the final opinion of market value.

Comments and Conditions of Appraisal: The Condition of this appraisal were considered to be good, the market area is stable after having had some decline several years ago.

Final Reconciliation: FINAL RECONCILIATION OF VALUE WAS CONCLUDED WITH THE USE OF THE SALES APPROACH. THE COST APPROACH AND INCOME APPROACH WERE NOT CONSIDERED TO BE APPLICABLE FOR THIS REPORT THEREFORE WERE NOT DEVELOPED.

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

Summary Appraisal Report
LAND APPRAISAL REPORT

File No. Lawson

Owner Alberta Lincoln Census Tract 131 Map Reference Birmingham
 Property Address 3301 Oak Ct Sw
 City Birmingham County Jefferson State Al. Zip Code 35221
 Legal Description *** See Additional Comments ***
 Sale Price \$8,500 Date of Sale 06/23/2015 Property Rights Acquired Fee Leasehold De Minimis PUD
 Actual Real Estate Taxes \$0. (yr.)
 Client Lawson State Community College Address 3060 Wilson Rd Sw, Birmingham, AL, 35221
 Occupant Vacant Appraiser Veronica M. Underwood Instructions to Appraiser Land only
 Intended User: Lawson State Community College Intended Use: Market Value:

NEIGHBORHOOD

Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural		
Built Up	<input type="checkbox"/> Over 75%	<input checked="" type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%		
Growth Rate	<input type="checkbox"/> Fully Dev.	<input checked="" type="checkbox"/> Rapid	<input type="checkbox"/> Steady	<input type="checkbox"/> Slow	
Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining		
Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply		
Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input checked="" type="checkbox"/> 4-6 Mos.	<input type="checkbox"/> Over 6 Mos.		
Present Land Use	<u>60</u> % 1 Family	<u> </u> % 2-4 Fam	<u> </u> % Acts	<u>30</u> % Corrid	<u> </u> % Commercial
100,000,000	<u> </u> % Industrial	<u>10</u> % Vacant	<u> </u> %		
Change in Present Land Use	<input checked="" type="checkbox"/> Not Likely	<input type="checkbox"/> Likely (*)	<input type="checkbox"/> Taking Place (*)		
(*) From	<u> </u> To				
Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<u> </u> % Vacant		
Single Family Price Range	<u>\$ 7,000</u> to <u>\$ 9,000</u>	Predominant Value <u>\$ 45,000</u>			
Single Family Age	<u>47</u> yrs to <u>84</u> yrs	Predominant Age <u>64</u> yrs			

Employment Stability Good Avg Fair Poor
 Convenience to Employment
 Convenience to Shopping
 Convenience to Schools
 Adequacy of Public Transportation
 Recreational Facilities
 Adequacy of Utilities
 Property Compatibility
 Protection from Deleterious Conditions
 Police and Fire Protection
 General Appearance of Properties
 Appeal to Market

Comments including those factors, favorable or unfavorable, affecting marketability (eg public parks, schools, noise) This area is a stable community in Jefferson County. It enjoys such amenities as schools, shopping, employment, and recreational facilities. All are within a 10 mile radius of the subject property. Subject conforms to the neighborhoods overall appearance.

SITE

Dimensions 208 X 198 IRR = 21780 +/- sq. ft. Corner Lot
 Zoning Classification R3 Present Improvements do do not conform to zoning regulations
 Highest and best use Present use Other (specify) _____
 Elec. Public Other (Describe) _____
 Gas _____
 Water _____
 San. Sewer _____
 Underground Elec. & Tel.
 OFF SITE IMPROVEMENTS
 Street Access Public Private
 Surface Asphalt
 Maintenance Public Private
 Storm Sewer Curb/Gutter
 Sidewalk Street Lights
 Topo Mostly Level
 Size 21780 +/- sq. ft.
 Shape Mostly rectangular
 View Residential
 Drainage Adequate
 Is the property located in a HUD identified Special Flood Hazard Area? No Yes
 Comments (favorable or unfavorable including any apparent adverse assessments, encroachments or other adverse conditions) There were no unfavorable conditions found.

The undersigned has noted three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

For the Market Data Analysis See grid below See narrative attachment

ITEM	Subject Property	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	3301 Oak Ct Sw Birmingham	5605 Court I Birmingham, AL 35208	1322 17th Ave Birmingham, AL 35205	1512 12th Ave Bessemer, AL 35020
Proximity to Subj		2.05 miles NW	5.47 miles NE	5.69 miles SW
Sales Price	\$ 8,500	\$ 8,000	\$ 9,000	\$ 9,500
Price	\$ 0.390266	\$ 1	\$ 2	\$ 1
Data Source	Mls, Tax Card	Mls, Tax Card	Mls, Tax Card	Mls, Tax Card
Date of Sale and Time Adjustment	06/23/2015	04/13/2015	02/09/2014	11/09/2013
Location	Residential	Residential	Residential	Residential
Site/View	Residential/Avg	Residential/Avg	Residential/Avg II	Residential/Avg
Site Area	21780 +/- sq. ft.	5400 +/- sq. ft. +500	4826 +/- sq. ft. +500	19000 +/- sq. ft.
Sales or Financing Concessions				
Net Adj. (Total)		<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 500	<input type="checkbox"/> Plus <input type="checkbox"/> Minus \$	<input type="checkbox"/> Plus <input type="checkbox"/> Minus \$
Indicated Value of Subject		Gross 6.3% Net 6.3% \$ 8,500	Gross 11.1% Net 0.0% \$ 9,000	Gross 0.0% Net 0.0% \$ 9,500

Comments on Market Data All sales are within the same or similar market as the subject. The comps used were the best available at the time. Sales that are over 3 months, over 5 miles and have high percentages are due to the lack of recent comparable sales available. The sales used are very good indicators of value and support the estimated value given. These factors do not have a negative affect on the marketability of the subject. I have performed services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.

Comments and Conditions of Appraisal A condensed scope appraisal was requested by the client. "EXPOSURE TIME: 9 months. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market."

Final Reconciliation The Cost Approach was given limited weight because land is seldom, if ever, sold on the basis of depreciated cost plus land. The Income Approach is not applicable to a property of this type. Most weight was given to the Sales Comparison Approach because there were similar properties which have recently sold in the general area. The intended use is to evaluate the property that is the subject of the appraisal for the mortgage finance transaction, subject to the Scope of Work, purpose of the appraisals, reporting requirements of this appraisal report form, and Definition of Market Value. No additional intended users are identified by the appraiser.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF July 20, 2015 to be \$9,000

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.