VACANT PROPERTY REVIEW COMMITTEE

Room 401, Caucus Room
Philadelphia, Pennsylvania
Tuesday, March 28, 2017
10:05 a.m.

PRESENT:

SUSIE JARMON, DHCD
LINDA MEDLEY, LAW DEPARTMENT
LISA WALKER, REVENUE DEPARTMENT
JEREMY GRADWOHL, COUNCIL PRESIDENT'S OFFICE
MEREDITH TRUGO
LOWELL THOMAS, PHDC
FRED PURNELL, OHC
ALAN UREK, PUBLIC PROPERTY
D. CASMIR, PUBLIC PROPERTY
JAMETTA JOHNSON, PLANNING COMMISSION
MELVIS DUNBAR, RDA
AMANDA DAVIS, PIDC
CHAIRMAN JARMON:  Good morning, everyone. We are going to get the Vacant Property Review Committee meeting started.

I would like to know if there are any attorneys in the room?

(Hands raised.)

CHAIRMAN JARMON:  And you are here for what address?

MS. MCCREA:  1912 and 14 North Taylor.

CHAIRMAN JARMON:  This is on page 4, 1912 to 1914 North Taylor Street. The owner Ann Davis.

MS. MCCREA:  Good morning. Is there a mic somewhere?

CHAIRMAN JARMON:  No.

MS. MCCREA:  Just be loud? Okay.

Megan McCrea. And I am the attorney for the estate of Ann Davis. Ann Davis passed away in September of 2015. At that time she lived in 1910 North Taylor and had purchased lots at 1912 and 1914 from the Redevelopment Authority in, I think, 1999 and 2000.

Mrs. Davis' niece Felicia Harding was
appointed administrator of the estate, but she resides out of state, which is why I'm here in her stead.

   It was a little bit of a hard sell, but we did have an agreement of sale for the property and the lots that the parties entered into a couple of months ago. And as part of the closing process and getting ready to close, I was advised by Acorn that it would be necessary to appear before the VPRC I assume to obtain permission to sell the two vacant lots as part of the total package sale of the lots and the residence.

   I don't know what -- I've never done this before. I've never been to the VPRC. I did print out some pictures to show what the general vicinity looked like. But I didn't realize how many committee members there were, so I only have three copies.

   CHAIRMAN JARMON: We have pictures attached to our agenda.

   MS. MCCREA: I mean, if anyone wants to follow along with my handout, I am going to argue why it's advantageous for the City to allow the sale to go through for all three parcels.
In any event, the 1900 block of North Taylor Street is right above Cecil B. Moore. If you look at the photos, it is -- I took them as I was driving south on the 1900 block. And you can tell that it's a relatively blighted block. There are a number of vacant lots, and a number of boarded up properties. If you turn to number three, you see where we have 1910, 12 and 14. I labeled them for you.

My understanding was that the decedent used the lots for her personal purposes. She parked her vehicle. There really isn't street parking on this block.

CHAIRMAN JARMON: Ma'am, I hate to cut you off, but --
MR. PURNELL: You're doing great.

CHAIRMAN JARMON: You're doing great, but we don't need all of that information right now. I just need to know if the Committee has any objection or any questions for you regarding the lot -- the lots been being transferred or sold? Any questions?

MS. DUNBAR: She was only obligated to maintain it as side yard?
CHAIRMAN JARMON: Yes.

MS. MCCREA: She parked her car there and used it as a yard for her two dogs.

MS. DUNBAR: Probably wasn't supposed to park there, but we won't go there.

MS. MCCREA: I have an agreement of sale if anyone wants to see the agreement of sale.

MS. DUNBAR: No, we are good.

MR. PURNELL: There was a discussion here. You are probably fine, but it was noted that the lots were cleaned and greened by the City as --

MS. MCCREA: Just cleaned, they weren't greened.

MR. PURNELL: That's how we describe it. To remove the dirt is greened. We don't know -- would we know if there is a City lien placed for the cleaning.

MS. DAVIS: That would show up on the title report.

CHAIRMAN JARMON: Any further questions? Recommendation?

MS. DUNBAR: Motion to release.

MR. GRADWOHL: Second.
CHAIRMAN JARMON: All in favor?

(Ayes.)

CHAIRMAN JARMON: Thank you. We will be in touch.

MS. MCCREA: Okay. What does that mean exactly?

CHAIRMAN JARMON: Once the release is executed, you will be contacted.

MS. MCCREA: Okay.

MS. DUNBAR: When are you looking to go to settlement?

MS. MCCREA: Well, we had to extend it a couple times already because we were unaware we had to appear at this Committee hearing. And then, of course, this meeting was delayed from the ice storm. So, the sooner the better. It's an empty property. We would like to have somebody be using it for some viable purpose on a block with too many vacant properties.

MS. DUNBAR: Okay.

CHAIRMAN JARMON: Thank you.

The next items are on page 2, 4 East Silver and 6 East Silver, Harry Morles. Want to come up to the podium.
(Applicant approaches podium.)

CHAIRMAN JARMON: Hi. State your name for the record.

MS. ORTIZ: My name is Carmen Ortiz. And this is Harry Morles. He doesn't speak English.

CHAIRMAN JARMON: You are here to purchase these two lots on Silver Street?

MS. ORTIZ: Yes.

CHAIRMAN JARMON: What is his use going to be?

MS. ORTIZ: Garden.

CHAIRMAN JARMON: Mr. Morles has been using these lots for several years. And had previously received urban garden agreements from us.

MS. ORTIZ: Yes.

CHAIRMAN JARMON: Any questions from the committee? Recommendations?

MS. DUNBAR: I'm sorry. Does he want to purchase them or get the self-amortizing mortgage?

CHAIRMAN JARMON: He wants to purchase.

MS. ORTIZ: Yes.
Ms. Dunbar: Make a motion that we sell.

Mr. Gradwohl: Second.

Chairman Jarmon: All in favor?

(Ayes.)

Chairman Jarmon: Thank you. We will be in touch.

2902 North Hancock Street, Irma Nunez.

(Applicant approaches podium.)

Chairman Jarmon: Hi. Can you state your name for the record?

Ms. Nunez: Irma Nunez.

Chairman Jarmon: You are here to purchase the lot at 2902 Hancock Street.

Ms. Nunez: Yes.

Chairman Jarmon: Property that she owns is a commercial store front for the Committee's information.

Clerk: She also stated she would like to have it as a garden.

Chairman Jarmon: Her proposal is for a garden next to the business.

Any questions from the Committee?

Mr. Gradwohl: So just to confirm, based on the Councilman's letter, this property will
not be used for parking, correct?

   MS. NUNEZ: No.

MR. GRADWOHL: And this property will be purchased at fair market value?

   MS. NUNEZ: Yes.

MR. GRADWOHL: Move to recommend the sale.

   MS. DUNBAR: Second.

CHAIRMAN JARMON: All in favor?

   (Ayes.)

CHAIRMAN JARMON: Thank you. We will be in touch.

   The next item is a side yard, 2417 Orianna, Maria Reyes She's not in attendance. Can I get a recommendation from the Committee? We will place a self-amortizing mortgage against the title.

   MS. DUNBAR: Motion.

MR. GRADWOHL: Second.

CHAIRMAN JARMON: All in favor?

   (Ayes.)

CHAIRMAN JARMON: The next item is Urban Garden Agreement, 3851 Aspen Street, which I can accept.
The next item is a request for an extension, Felton Hayman for Hayman Construction, three properties: 1914 Ellsworth, 1927 Manton, 1929 Manton Street. Felton Hayman?

(Applicant approaches podium.)

MR. HAYMAN: Morning. Felton Hayman, Hayman Construction. I asked for an extension 90 days. New construction on three properties. 1914 Ellsworth, 1927 and 1929 Manton.

MS. DUNBAR: Because?

MR. HAYMAN: Just running behind time. We doing sheetrock right now.

CHAIRMAN JARMON: Yeah. He started -- I think we got the pictures after the agenda was posted.

MS. DUNBAR: Okay.

CHAIRMAN JARMON: Anyone wants to see them?

MR. UREK: Move to grant the extension.

MS. DUNBAR: Second.

CHAIRMAN JARMON: All in favor?

(Ayes.)

CHAIRMAN JARMON: Take care.

The next item, the applicant asked to be
tabled until next month's April agenda. We are going to table this.

Now we are on Certificate of Completions. 994 North 5th Street, previous owner John Idi.

(Applicant approaches podium.)

MR. SANDOLA: Jason Sandola. I'm here to -- I acquired the property years ago. I was unaware on my title that there was restrictions on it. It wasn't transferred to me in good form, I guess is the way to say it.

So, went to sell the property. And realized that there are restrictions. The title company asked me to come to the meeting to request that the City release them so that I can execute a sale.

Originally, when I acquired the property was planning on building on it and living there myself. Graduated college and basically was offered a job in New York, so obviously took it. It's like 2008 and the world is falling apart. So, one shot to kind of do something. Went there. And just unfortunately have not been able to come up with the resources or the time to come
back to Philadelphia to build on the property.
Felt that the best use was to sell it.
Obviously, brings me here today.
CHAIRMAN JARMON: Any questions from the Committee?
MR. PURNELL: He paid fair market for it?
CHAIRMAN JARMON: Yes.
MR. SANDOLA: The property has been -- so went to Zoning actually to originally work on building on the property. The woman that resides next to it at the Zoning meeting asked me if she could maintain the land as a private garden sort of to keep it up for me.
The lot is fenced in. I agreed to it at the time. Said she can go ahead and do it. The property has been well maintained and been insured the entire time. Been paying the taxes, as well.
MS. JOHNSON: Is that who you are selling it to?
MR. SANDOLA: No. I am selling it to somebody who does intend to build very shortly here.
MS. JOHNSON: So, can we pass on the restrictions?

MS. MEDLEY: If that's what the Committee votes to do.

CHAIRMAN JARMON: The recommendation is?

MR. PURNELL: Restriction will be passed onto the new owner -- is the new owner, the perspective buyer, aware that there is deed restrictions on the property?

MR. SANDOLA: Yeah. The title company for the purchaser asked me to come in and request that the City release it. They understand the buyer has already looked at grid plans to actually build. He does intend to, in shorter order, begin construction on the property. He actually would have started but the sale has been delayed as a result of the restriction that's on it.

I don't honestly know that the buyer, if the restriction was there, would be willing to continue to purchase it. Was just something that came up throughout the process. And they asked me to come in and request the release.

MS. MEDLEY: What was the original
CHAIRMAN JARMON: The person that purchased it was supposed to develop it, and turned around and sold it.

MS. MEDLEY: Well, I'm not sure how to issue the release if they haven't done what they are supposed to do.

You're not sure whether or not the buyer will accept the conditions being put onto the --

MR. SANDOLA: I've never met the buyer. I contacted a real estate agent who's a friend of mine to help me find somebody to list the property. And so, I don't know. I would expect that, you know, as he does intend to build on it, I believe the restriction was just so that a property was built or the structure was built on the land.

He may. I don't know honestly. I was just requested from the title company to come before the committee. As I indicated when I received the deed, the restriction wasn't on it. It was not something that I was aware was even in place. The title company that did the re-registration to my name is actually now out of
business. I have no way of even contacting them.
Was just kind of scenario that came up.

MS. MEDLEY: You said the buyer intends
to build on it?

MR. SANDOLA: Yes. Yes. That is my understanding.

MS. MEDLEY: Could you check? And is it possible to have this tabled until next month?

MR. SANDOLA: Would I have to return in person? I do work in New York. It's quite difficult for me.

CHAIRMAN JARMON: No. You can just send me an email, and I will forward it to the Committee.

MR. SANDOLA: Okay. I need to request --

CHAIRMAN JARMON: Find out if the person that's going to buy it is willing to accept it with a restriction on it. And then once he develops, then that restriction will be removed.

MR. SANDOLA: Okay. May I ask what the restriction?

CHAIRMAN JARMON: That he has to develop in a year.
MR. SANDOLA: Okay. Understood.

CHAIRMAN JARMON: If he does it in six months, he can come back and we will remove the restriction.

MR. SANDOLA: Okay.

MR. PURNELL: It would be helpful if he could provide us with a construction schedule if that's possible.

MR. SANDOLA: Understood, yeah.

MR. PURNELL: Provide that, also.

MR. SANDOLA: Very good. Yeah sure.

CHAIRMAN JARMON: You have my email Susie Jarmon.

MR. SANDOLA: Yes. Yes.

CHAIRMAN JARMON: Forward me an email.

MR. SANDOLA: Very good. Appreciate it.

CHAIRMAN JARMON: Thank you very much.

The next items are 2228 Wilder, 2235 Wilder and 2236 Wilder Street, Stephanie Green.

(Applicant approaches podium.)

CHAIRMAN JARMON: Hi. State your name for the record.

MS. GREEN: Good morning. Stephanie Green.
CHAIRMAN JARMON: Can you let the
Committee know you are here for the third time,
what your request is?

MS. GREEN: We are here to request an
extension, a six-month extension of development
of the properties.

CHAIRMAN JARMON: Has anything changed
since the last request?

MS. GREEN: Yes. My partner Vince will
be -- is here to explain the recent developments.

MR. VINEY: Yes. We do have the --
Vincent S. Viney, owner of V2 Properties but in
partnership with Stephanie with 2019 East
Huntington, LLC.

We -- at this point, we do have the
approved building permit for 2235. And we are
having a heck of a time getting the other two
approved from the L&I plans reviewer. But we are
working diligently to make that happen. We are
actually supposed to break ground today. If the
weather allow us to, we will be.

We are expecting to start construction
right away. And hopefully within the next week,
we will have our other two permits. We did
submit all the permits request at the same time.

One was approved, and the other two are still in
a holding pattern.

CHAIRMAN JARMON: Any questions from the
Committee?

MR. GRADWOHL: Did you -- the new LLC,
Ms. Green you are equity -- you have equity in
that, as well, right?

MS. GREEN: Yes. Yes.

MR. GRADWOHL: I am trying to make
sense. It was transferred in January for $60,000
to the entity. Was the transfer value some --
does that have to do with the amount of equity
each person owns or -- don't understand that.

MR. VINEY: Well, at this point,
Stephanie is a 50 percent owner in the equity of
the property and in the LLC.

MR. GRADWOHL: Okay.

CHAIRMAN JARMON: Any further questions?

Recommendation?

MS. DUNBAR: Motion to provide the
extension.

MS. MEDLEY: That's request for six
months.
MR. PURNELL: Are we still within the first six-month extension?

MS. DUNBAR: We are at the end I think. It expires next month.

MR. PURNELL: We are requesting an additional six months on top of the original six months?

MR. VINEY: From today, yes.

MS. MEDLEY: I don't remember if it was March or April that it expired.

MR. VINEY: I thought it was said to expire in March.

CHAIRMAN JARMON: Yes. Recommendations?

MS. DUNBAR: I made a motion to extend.

MR. GRADWOHL: Second.

CHAIRMAN JARMON: All in favor?

(Ayes.)

CHAIRMAN JARMON: 3027 North 16th Street. Yolanda Herrington is the previous owner.

(Applicant approaches podium.)

MR. MCGILLICUDDY: Good morning. My name is Kevin McGillicuddy. I'm the real estate
agent at Berkshire Hathaway. I'm here on behalf of Delores Bailey who is the current owner of 3027 North 16th Street.

She is asking to sell the property at fair market value. She bought it in 2006 from the estate of Yolanda Herrington who bought it in 1989. She was not aware of the restriction when she bought the property. And she -- came as a surprise when we did our title search.

CHAIRMAN JARMON: Any questions from the Committee? And they received this back in '89 as a single family dwelling.

Any questions? Recommendations?

MS. DUNBAR: Motion.

MR. GRADWOHL: Second.

CHAIRMAN JARMON: All in favor?

(Ayes.)

CHAIRMAN JARMON: Thank you.

MR. MCGILLICUDDY: Thank you.

CHAIRMAN JARMON: Next item is 5436 Walnut Street.

(Applicant approaches podium.)

CHAIRMAN JARMON: Good morning. State your name for the record.
MR. AHMAD: Good morning. This is Mubarek Ahmad. I purchased five 5436 Walnut Street last year.

MS. DUNBAR: Can you speak up a little bit, please.

MR. AHMAD: I purchased 5436 last year and seeking the permission to sell. You guys have agreement of sale.

CHAIRMAN JARMON: He's developed the property. Yeah, he's developed the property. We missed putting it on the agenda last month.

MS. DUNBAR: Okay.

CHAIRMAN JARMON: He is anxious to get this release so that he can finish the settlement deal.

MS. DUNBAR: Motion.

MS. TRUGO: Seconded.

CHAIRMAN JARMON: All in favor?

(Ayes.)

CHAIRMAN JARMON: Thank you.

The next item is 804 North 15th Street?

(No applicant response.)

CHAIRMAN JARMON: No? Going to table this. I know this was one where the -- we
transferred this to the applicant as a side yard to her property. And now she wants to sell her property along with the lot, I want to say, for $200,000. Yeah. So, we needed to come. So, we will reschedule this for next month.

The next item is 3418 to 20 Brandywine Street, Fred Jones. He purchased this property last year. And would like to sell. (Applicant approaches podium.)

CHAIRMAN JARMON: State your name for the record.

MR. JONES: My name is Fred Jones. I purchased 3418 and 3420 Brandywine Street last year. I did a wonderful job reconstructing the property and now I want to sell it.

CHAIRMAN JARMON: Any questions from the Committee?

MR. GRADWOHL: Do you have your certificate of occupancy for the property?

MR. JONES: Yes.

CHAIRMAN JARMON: It wasn't -- would he get a certificate?

MR. SLATER: My name is Ben Slater. I'm a Realtor, listing agent with the property.
It is under contract. I do have the agreement of sale here along with the extension for the agreement of sale due to the reverter clause we need removed. I also have the L&I search. They are both good, as well as some photos of the property. But the new buyer obviously doesn't want to take title without reverter clause being removed.

CHAIRMAN JARMON: Any questions from the Committee?

MS. DUNBAR: Motion.

MR. GRADWOHL: Second.

CHAIRMAN JARMON: All in favor?

(Ayes.)

MR. JONES: Thank you very much.

MR. SLATER: Thank you.

CHAIRMAN JARMON: 2930 and 2932 Master Street, Ronald Mitchell.

(Applicant approaches podium.)

MR. CUTRUFELLO: I'm actually Nino Cutrufello. We are the current owners of the property. We purchased the property, I think, May last year. We are a home building company. We purchased two vacant lots with the
intent to build a construction homes on the property. Did not realize at the time of the purchase that it was obtained from the RDA several decades ago. We have subsequently got our zoning approval, are in now for building permit approval. Finalizing our construction financing and need the RDA's release to get clean title insurance on the property for construction financing.

CHAIRMAN JARMON: Any questions from the Committee? We have pictures here. It looks like the lot needs to be cleaned off from my pictures.

MR. CUTRUFELLO: It's vacant.

CHAIRMAN JARMON: But is it cleaned?

MR. CUTRUFELLO: I believe so, yeah.

CHAIRMAN JARMON: We had these pictures done in February. So the trash and everything is off?

MR. CUTRUFELLO: If it's not, I can go there right now and clean it off.

CHAIRMAN JARMON: Okay. All right. You can let me know when that's done, and I will send my inspector out to take a picture.

MR. CUTRUFELLO: Okay.
CHAIRMAN JARMON: Any questions from the Committee? Recommendations?

MR. GRADWOHL: I move that we grant the release contingent upon the receipt of photos showing the lot cleaned.

MS. TRUGO: Second.

CHAIRMAN JARMON: All in favor?

(Ayes)

CHAIRMAN JARMON: The next item is 2650 Agate Street, Henry George.

(Applicant approaches podium.)

CHAIRMAN JARMON: State your name again.

MR. VINEY: My name is Vince Viney, the owner of V2 Properties, LLC. And we are here to request the release of the reverter clause.

We actually have already built a new construction property on the lot. And are in the process of marketing the property.

CHAIRMAN JARMON: Any questions from the Committee?

MS. DUNBAR: Motion. Motion to grant the release.

MR. UREK: Second.

CHAIRMAN JARMON: All in favor?
MR. VINEY: Thank you all very much.

CHAIRMAN JARMON: 2047 McClellan Street.

The applicant is unable to attend. This was a side yard back in 1981.

Can I get a recommendation?

MR. GRADWOHL: So moved.

MS. DUNBAR: Second.

CHAIRMAN JARMON: All in favor?

(Ayes.)

CHAIRMAN JARMON: Thank you.

We deleted the 2046 East Dauphin Street.

They didn't want a certificate.

The next item is 1315 South Dorrance Street. This was transferred to the applicant with the self-amortizing mortgage.

(Applicant approaches podium.)

MR. SILVER: Hello. My name is Abraham Silver. This is Aldorie Pough. Aldorie is the owner of 1315 South Dorrance. The two of us are long time family friends. I'm a developer in South Philadelphia.

About 18 months ago we entered into a agreement to develop the lot together by
transferring it into an LLC that I own. Over the course of the last 18 months, I worked to get the property zoned and obtain construction financing. I also paid for architectural plans.

When I was preparing to transfer the property to my LLC in anticipation of getting construction financing, my bank alerted me they would be unable to provide the construction financing with the reversionary clause still on the deed. I have commitment letter -- sorry, term sheet from the bank with me as well as all the zoning information.

And I'm requesting that reversionary clause be lifted so I can obtain construction financing.

CHAIRMAN JARMON: Are there any questions from the Committee?

MS. JOHNSON: This was transferred to -- I mean, you purchased it 6/15 with the restriction.

MR. VINEY: Yeah.

MS. JOHNSON: To date you have not filled the terms of the restrictions. It's to be built on.
MS. DUNBAR: Yeah. He hadn't done anything.

MR. SILVER: The year did elapsed in July 16. During that time, we obviously realized that was going to happen.

MS. JOHNSON: So, we can't release. You have not lived up to the terms of the restriction is what I'm saying.

MR. SILVER: So, I did attend in July when this committee approved the transfer of the land and was preparing to do that transfer when I discovered that I would be incapable of providing the financing through my bank.

I am aware that Mr. Pough did not fulfill that year obligation. But I'm standing in front of you really attempting to develop that lot as it was intended.

CHAIRMAN JARMON: Well, he received the lot as a side yard.

MR. SILVER: Okay.

CHAIRMAN JARMON: To his property, so he didn't have to develop.

MS. JOHNSON: Okay.

CHAIRMAN JARMON: It was side yard.
MR. GRADWOHL: It was transferred with a self-amortizing mortgage.

MR. SILVER: Which by the way --

MR. GRADWOHL: It becomes a different issue because it was transferred, essentially, for nominal.

MS. MEDLEY: But he did pay. Not to cut you off. If I recall, he did pay that off. So, it doesn't have more -- there is the issue of release. But I thought we had discussed the subordination agreement.

CHAIRMAN JARMON: Right.

MS. MEDLEY: Whether or not your bank would accept a subordination agreement.

MR. SILVER: They have indicated that they need the reversionary clause reversed. If of course, if you guys will not agree to that, I can go back to them. I did speak with their attorney at length. They did provide the term sheet based on reversionary clause being released.

MS. DUNBAR: It really shouldn't matter to them if they are in the first named position.

If we agree to subordinate whatever our
restrictions may be, it really shouldn't matter if the intent is to do something.

MS. MEDLEY: Could you do that, check with your bank?

MR. SILVER: Of course.

MS. MEDLEY: Okay.

MR. SILVER: Of course, I will do that.

If, in fact, they are -- will accept that, it seems like that will work for you guys?

MS. DUNBAR: Uh-huh.

MR. SILVER: Okay. If they will not accept that, does that mean my road is ended or would I be allowed to come back and discuss this further.

CHAIRMAN JARMON: You'll probably be invited back to try to see.

MR. SILVER: Okay.

MS. DUNBAR: Have them provide something to you in writing. That way the Committee will have something to review directly from the bank as opposed to you going and coming back with the secondhand information.

MR. SILVER: If the answer is no, provide a letter that says why and et cetera?
MS. DUNBAR: Yes.

MR. SILVER: Understood.

CHAIRMAN JARMON: Okay.

MS. MEDLEY: I guess the Committee could vote to say if the bank -- the City is willing to subordinate its interest if the bank is okay with that. That way you wouldn't have to come back and we would start with the paperwork if the committee would like the --

MS. DUNBAR: I would make that motion subject to.

MS. DAVIS: Second.

MR. PURNELL: So, the motion is that the Committee is going to release subject to your subordination agreement.

CHAIRMAN JARMON: And if they don't, then we will bring you back.

MR. SILVER: Thank you very much.

MS. DUNBAR: Subject to the bank accepting the subordination agreement that we would issue, yeah.

CHAIRMAN JARMON: All in favor?

(Ayes.)

CHAIRMAN JARMON: Thank you.
CHAIRMAN JARMON: Good morning. You again. (Laughter)

MR. SILVER: My name is Abraham Silver. This is Albert Autry who is the owner of 1937 Wilder. Very similar situation to what we just went over.

Mr. Autry is attempting to sell the land to me to develop into a single family home. This transaction has not been going on as long as a the previous one. I have not yet had an opportunity to take it through Zoning and provide architectural plans. However, I will. And since I used pretty much the same bank for my construction financing, I expect to have a similar issue in the number of months.

CHAIRMAN JARMON: And I think he received it as a side yard?

MR. AUTRY: Yes, ma'am.

CHAIRMAN JARMON: To just maintain and keep it clean.

MR. AUTRY: Yes.

CHAIRMAN JARMON: Any questions from the
Committee.

MS. DUNBAR: We will be making that same motion?

CHAIRMAN JARMON: Yeah.

MR. SILVER: The same exact, understood.

MS. DUNBAR: For the record --

MR. PURNELL: Have you paid off the mortgage?

CHAIRMAN JARMON: There's no mortgage for this. This was a side -- was transferred as a side yard back in 2007. He didn't have the self-amortizing process at that time. He got it as a gift.

Recommendation?

MR. GRADWOHL: If I may, can I add another contingency that the lot be cleaned up. Sees some junk in the back based on this photo.

MR. AUTRY: That is what I'm going to do when I leave here if it stop raining. I already got half of it clean, and the rest will be cleaned.

CHAIRMAN JARMON: Okay.

Can I get a motion?

MR. GRADWOHL: I will try this. I move
that we grant the certificate of completion
contingent upon the bank agreeing to
subordination agreement and the lot --

CHAIRMAN JARMON: No. This is totally
different. This has nothing to do with a
subordination agreement.

MR. PURNELL: I thought he said he
anticipated the bank having the same issue as on
the previous.

CHAIRMAN JARMON: But this is a
different -- the deed was transferred different.
This wasn't transferred with the self-amortizing
mortgage.

MS. MEDLEY: He just had to clean it.

CHAIRMAN JARMON: The five year
restriction is off of the deed. He cleaned it
and maintained it for this time. So, this one
doesn't have the subordination agreement issue.

MR. GRADWOHL: Didn't have the --

CHAIRMAN JARMON: He had it as a side
yard. But it --

MS. DUNBAR: He met the obligation.

CHAIRMAN JARMON: Doesn't have mortgage
against.
MR. SILVER: I might be --

CHAIRMAN JARMON: Under the old gift property.

MR. DOUGHERTY: I'm Phil Dougherty. I'm a real estate agent helping facilitate the transaction. We are actually just looking for deed restriction to be lifted for settlement on Friday of this week. So, we are looking for -- we can't do title -- have title insurance for purchase of the property until the deed restriction is lifted.

CHAIRMAN JARMON: He needs to clean the lot off as soon as he gets home and send me a picture. And we can go forward.

MR. SILVER: It was my understanding from the title company, though, that there was a reversionary interest in this.

CHAIRMAN JARMON: It is. But that's a different reversionary interest.

MS. DUNBAR: That one is easier to remove.

CHAIRMAN JARMON: That one didn't have a self-amortizing mortgage.

MR. SILVER: The document you will
provide --

CHAIRMAN JARMON: Will be a release.
MR. GRADWOHL: Let me amend my motion. I move we grant the certificate of completion based upon proof that the lot is cleaned.
MR. UREK: Second.

CHAIRMAN JARMON: All in favor?

(Ayes.)

CHAIRMAN JARMON: Thank you.
MR. SILVER: Thank you.
CHAIRMAN JARMON: Just want to add the Minutes from last month, February 14, 2017.

Can I get a motion?

MS. DUNBAR: Motion.
MR. UREK: Second.

CHAIRMAN JARMON: All in favor?

(Ayes.)

(VPRC Committee Meeting adjourned at 10:41 a.m.)
CERTIFICATION

I, hereby certify that the proceedings and evidence noted are contained fully and accurately in the stenographic notes taken by me in the foregoing matter, and that this is a correct transcript of the same.

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ANGELA M. KING, RPR
Court Reporter - Notary Public

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Vacant Property Review Committee
March 28, 2017

STREHLOW & ASSOCIATES, INC.
(215) 504-4622