VACANT PROPERTY REVIEW COMMITTEE

Room 402, Caucus Room
Philadelphia, Pennsylvania
Tuesday, October 9, 2018
10:08 a.m.

PRESENT:

SUSIE JARMON, OHCD - CHAIRWOMAN
LINDA MEDLEY, LAW DEPARTMENT
LARRY PADILLA, PRA
DEB CUNINGHAM, PUBLIC PROPERTY
KEVIN HUNTER, PLANNING
ANGEL RODRIGUEZ, LAND BANK
MICHAEL KOONCE, COUNCIL PRESIDENT CLARKE'S OFFICE
MARK DODDS, OHCD
CAROLYN PLACKE, LISC
JAMETTA JOHNSON, PHA
ARIELLE HARRIS, L&I
CHAIRMAN JARMON: Good morning.
My name is Susie Jarmon. We are about to get started. Are there any attorneys in the room?

(Raised hands.)

CHAIRMAN JARMON: What address are you here for?

MR. KLEIN: Ingersoll.

(Applicant approached podium.)

CHAIRMAN JARMON: Page 4, 1727, 31 and 33 Ingersoll. Can you state your name for the record?

MR. KLEIN: Sure. Good morning. My name is Jared Klein with the firm of Orphanides and Toner on behalf of Raza Properties. This is Mr. Raza joining me up here. Here for those Ingersoll properties, which is very simply a request that the VPRC allow Citizens Bank to take the first position lien on these three properties as part of a global mortgage that they issued to my client who is developing the parcels into a series of duplexes. He actually owns 1727 to 37 Ingersoll. It's only these
three parcels that have a Party A reverter.

CHAIRMAN JARMON: Any questions.

MR. KOONCE: I thought we issued a
letter to that fact?

CHAIRMAN JARMON: We did. We issued a
letter but we needed them to come back because
they didn't attend last month.

MR. KLEIN: I will apologize for that.

We weren't aware we were listed on the agenda
last month. We would have been here had we
known. There was some miscommunication between
us and the bank in terms of when this was going
to be scheduled. Sorry for any wasted time.

CHAIRMAN JARMON: Any further questions?

MR. RODRIGUEZ: Move that we support it.

MR. KOONCE: Second.

CHAIRMAN JARMON: All in favor?

(Ayes.)

CHAIRMAN JARMON: Any opposed?

(No opposition.)

MR. KLEIN: Thank you.

CHAIRMAN JARMON: You're welcome.

What address?

(Applicant approached podium.)
MR. TUCHINSKY: I'm here on the 1843 Hazzard Street.

CHAIRMAN JARMON: They were on last month.

MR. TUCHINSKY: Right. Good morning Dimetri Tuchinsky, I'm an attorney for Mr. Swanson. He is the owner.

CHAIRMAN JARMON: This is for 1843, Swanson.

MS. CUNNINGHAM: Is this a release?

CHAIRMAN JARMON: This is for a release. The Committee can see this was a fairly recent transfer as a side yard to the applicant. I think the applicant was unable to attend.

MR. TUCHINSKY: Correct. He is very ill. He has COPD.

MS. CUNNINGHAM: No. Hasn't been long enough. The restrictions haven't expired. I mean, the only way we can consider that is that the 15th -- one-fifth restriction states if he sells it, he gets 15 percent profit and the City gets the rest.

MR. TUCHINSKY: I just want to make one comment. My client Mr. Swanson said initially
he was approached to acquire this property,
which is right next to his current residence in
1990s. And he thought that he acquired in
1990s. He has been taking care of it since
1990s, first himself. Then when he became
extremely ill, he started paying other people to
take care of this to keep it.

And then about two years ago, he found
out he did not own it. At that point, he
approached the City and finalized the paperwork
where he actually paid $400 and he finalized the
paperwork. He intended -- he treated it as his
own since 1990s.

MR. RODRIGUEZ: Are you making a
specific assertion?

MR. TUCHINSKY: Correct.

MR. RODRIGUEZ: What assertion are you
making? I mean, legally it's not his property.
While we appreciate the work and the time, it
didn't transfer hands. So unless you're making
a different assertion about his upkeep of the
property --

MR. TUCHINSKY: I would just make an
equitable request.
MR. KOONCE: Did he pay taxes?

MS. CUNNINGHAM: He paid taxes on the property.

MR. TUCHINSKY: The taxes will be paid. Whatever is outstanding will be paid.

MR. KOONCE: No. No. No. You said you were making equitable --

MR. TUCHINSKY: I'm not sure.

MR. RODRIGUEZ: Sir, if it stayed in the City's inventory, there wouldn't have been tax assessment applied to it. There were no taxes assessed to it. It wasn't on the tax rolls. There wouldn't be any equitable assertion if he paid taxes for it and, therefore, we could consider that since it's still in the City's inventory.

MR. TUCHINSKY: I am not entirely positive on the facts surrounding the taxes what the situation was. But I know there was improvements and it was taken care of the entire time since the '90s.

MR. KOONCE: How much did he pay for it?

MS. CUNNINGHAM: Nothing.

CHAIRMAN JARMON: This was a side yard.
MS. CUNNINGHAM: It's only been a year, right? Not even a year since it was conveyed to him.

MR. TUCHINSKY: The only other circumstances that I would like to convey is that my client is extremely sick. He has COPD. And the reason he initially intended it since the '90s to really build a structure to buy both parcels. Now he's extremely ill. His house requires repairs. Everything is leaking. And he's hoping to sell this to actually fix up the structural repairs on his house.

MS. CUNNINGHAM: While we can sympathize, that is not something that is within our purview. That is -- there are other programs available for things like that. That is not something that we can do. We can't let him sell, because we wouldn't let anyone else. And I sympathize with your extenuating circumstances. But as far as I'm concerned, that's not something we can do. We can't set that precedent.

MR. TUCHINSKY: How much time is the Council looking for to --
MS. CUNNINGHAM: It's a five-year restriction, and it hasn't even been a year.

MR. KOONCE: Or he can sell the property and the City gets their share and he gets his percentage, 15 percent. So if he sold it for $10,000, he would get $1,500.

MS. CUNNINGHAM: He would get 15 percent of that and whatever he put into the property that he has receipts for since the time of conveyance.

MR. TUCHINSKY: Understood.

MS. CUNNINGHAM: That's last year. And the City would get the rest.

MR. TUCHINSKY: I don't have the authority to agree to that.

MS. CUNNINGHAM: We can either make a motion to deny it, or we can table it if you would like to come back next month when you find out from your client what he wants to do.

MR. TUCHINSKY: I would ask to table it.

CHAIRMAN JARMON: We are going to table this item until next month.

Thank you.

MR. TUCHINSKY: That's the old
restriction from 1991, Martha Collins lots.

CHAIRMAN JARMON: The release is being prepared. It's not done yet. And I will email you as soon as we --

MR. TUCHINSKY: Thank you so much.

CHAIRMAN JARMON: You're welcome.

Any other attorneys?

(No hands.)

I would like to add the Addendum to the Agenda. Page 2, 301 North 60th street,

Elizabeth Deloatch.

Come up to the podium.

(Applicant approached podium.)

CHAIRMAN JARMON: Good morning. State your name for the record.

MS. DELOATCH: Elizabeth Deloatch.

CHAIRMAN JARMON: You are here to purchase this lot?

MS. DELOATCH: Yes.

CHAIRMAN JARMON: And your proposal is?

MS. DELOATCH: To you know, blacktop it, put a fence around it, lighting and add like a portable water ice stand for the community, have coat drives, back to school programs, give outs.
MS. JOHNSON: Is this fair market?

CHAIRMAN JARMON: Yeah.

MS. JOHNSON: I don't know that you can put a water ice in a residential zone. That would be a commercial use.

MS. DELOATCH: Okay.

CHAIRMAN JARMON: Did you hear her?

MS. DELOATCH: Yes.

MS. JOHNSON: I said I don't think you can have a water ice there on the commercial lot.

CHAIRMAN JARMON: Any further questions? Recommendation?

MR. RODRIGUEZ: Do you live next to the site?

MS. DELOATCH: Excuse me?

MR. RODRIGUEZ: Do you live next to this vacant lot?

MS. DELOATCH: I live maybe two blocks from it.

MS. CUNNINGHAM: This is a fair market value transfer, right?

CHAIRMAN JARMON: Yes. She's the only applicant.
MR. HUNTER: You are aware by right you can't put commercial enterprise on that site?

MS. DELOATCH: Yes.

MR. KOONCE: You still willing to fence it and provide lighting?

MS. DELOATCH: Yes.

MS. CUNNINGHAM: You have the funding to be able to do that?

MS. DELOATCH: Yes.

MR. RODRIGUEZ: And you also understand parking is not allowable on residential site?

MS. DELOATCH: Yes.

MR. RODRIGUEZ: Even if you blacktop it and fence it, you cannot park on it?

MS. DELOATCH: Yes.

MR. PADILLA: Question for the Committee. Even though it's fair market, should she provide some, like, proposal in writing as to what's going to happen?

MS. CUNNINGHAM: That we have not asked.

MR. PADILLA: Right now it's just hearsay.

MR. RODRIGUEZ: There is no policy and procedures set forth.
MR. PADILLA: Okay.

CHAIRMAN JARMON: Any further questions?

MR. KOONCE: Let me point this out a little bit. If we approve this to Mrs. Deloatch, we will send an inspector out at some point to see whether it's fenced?

CHAIRMAN JARMON: Yeah. A year after because they have a year.

MR. KOONCE: Or she can come in earlier and say it's done?

CHAIRMAN JARMON: Yes.

MR. KOONCE: Okay.

MS. CUNNINGHAM: She can also come back in a month and ask for a release because it's fair market value.

MR. KOONCE: Okay.

MS. JOHNSON: She can apply for a variance if she wants to. I mean, if you wanted to pursue this, you would have to go for a zoning variance.

MS. DELOATCH: Yeah.

CHAIRMAN JARMON: Okay. Recommendation?

MR. KOONCE: Motion to approve.

MR. RODRIGUEZ: Second.
CHAIRMAN JARMON: All in favor?
(Ayes.)
CHAIRMAN JARMON: Any opposed?
(No opposition.)
CHAIRMAN JARMON: Thank you.
721 Cumberland? No show. Tabled.
Next item 1306/8/10/1221st Street, ELU Inc. and the Badger Group, LLC.
(Applicant approached podium.)
CHAIRMAN JARMON: Good morning.
MR. HICKMAN: Good morning, Ms. Jarmon.
My name is James Hickman. I'm the executive managing director of ELU Incorporate, which does business as Point Breeze Pharmacy. That is operated in the Point Breeze community for over five years. Point Breeze Pharmacy is owned by Dr. Beynee, sole owner of the corporation. And then in 2016, Dr. Beynee established a second pharmacy at 19th and Snyder. Also serves the South Philly community.
This is Paul Badger, the owner of the Badger Group. And we are here today to discuss any questions you might have about the project, the affordable housing project which is a joint
venture between ELU, Incorporated and the Badger Group to be created to be developed at 1306-1312 South 21st Street, which is approximately a block away from Point Breeze Pharmacy.

Going to turn over the mic to Mr. Badger for any questions that the Committee may have.

CHAIRMAN JARMON: Any questions from the Committee?

MR. Koonce: What are you going to develop? You are going to build 24 units of affordable housing on these four lots?

MR. BADGER: The current plan now is 18 units Paul badger.

MR. Koonce: How much is that going to cost?

MR. BADGER: $3.2 million is total development cost. That includes construction and --

MS. JOHNSON: Can I just clarify, this property, we previously reviewed this for pharmacy, right?

CHAIRMAN JARMON: Yes.

MS. JOHNSON: This is a change in the use.
CHAIRMAN JARMON: Change of proposal, yes.

MS. CUNNINGHAM: Also change in ownership, as well?

MS. JOHNSON: Ownership, as well.

CHAIRMAN JARMON: Yeah. It's a joint venture now.

MS. JOHNSON: Would this --

MR. PADILLA: The original is still involved in the ownership, but joint venture.

MS. CUNNINGHAM: If I remember correctly, the original entity issue they had is a bank wanted release and wasn't going to give funding without release; is that correct?

CHAIRMAN JARMON: We never got any financial information from them.

MS. JOHNSON: Was this fair market value?

CHAIRMAN JARMON: Originally, it was a LAMA value, which I want to say it was 94,000.

MS. MEDLEY: I think it was per. I think she wanted it at nominal. And there wasn't -- for whatever reason, they decided not to purchase it. Before it could go to
settlement, the City was requiring they provide proof of financing. And they had not done that. That's why it's been stalled since 2013.

CHAIRMAN JARMON: Right.

MS. JOHNSON: There was some concerns from Planning that the planner for this district feels that this isn't appropriate density for this site. That for this multi-use should be on Point Breeze. This is more single family here, smaller units. So, I just wanted to put that out there on the record.

MR. HUNTER: Do we have proof of financing now? Is that why --

MS. CUNNINGHAM: Commitment letter; is that correct?

MR. BADGER: Yes. We did include in the package a commitment letter.

MR. HUNTER: So I understand the history right, I think before when they were here last time because they wanted a nominal value, we go back to interagency Committee to look at for some sort of deed restriction for affordable housing. Now we are at fair market value of the sites that it interagency wouldn't be necessary?
MR. RODRIGUEZ: No, that's not the case. When you are saying affordable, you saying workforce housing or 80 percent and below?

MR. BADGER: Workforce housing. The current proposal is 60 percent workforce housing to 20 percent AMI. Then the remainder would be market rate.

MR. RODRIGUEZ: So, workforce housing comes with restriction of -- depending on are these condos or rentals?

MR. BADGER: Rentals.

MR. RODRIGUEZ: That would be in essence a 30-year restriction for workforce housing. And you are willing to agree to that restriction?

MR. BADGER: Yes.

MR. RODRIGUEZ: They could not rent it to anybody above 20 percent of AMI.

MR. PADILLA: 60 percent of the units.

MR. RODRIGUEZ: 60 percent of units.

MR. BADGER: Correct.

MR. RODRIGUEZ: The determination is if you, by order, they design workforce housing. If you are calling it workforce housing, you
would submit to those restrictions, correct?
And they would be also be submitting to an EOP plan as well upon closing.

MR. BADGER: Absolutely.
MR. RODRIGUEZ: That would attach, as well.

MS. JOHNSON: Would this be fair market?

MR. RODRIGUEZ: Even though they purchased it without subsidy, right, they would be -- they're stating they are doing affordable housing. So, they are self-selecting. In which case, all workforce housing restrictions apply. That's 30 years from the time of development. You are choosing to do rental, not home ownership or condos, correct?

MR. BADGER: Correct.
MR. RODRIGUEZ: Then that restriction would apply. EOP would attach because it's over a hundred thousand dollars.

MS. MEDLEY: But they are paying fair market value for the property.

MR. RODRIGUEZ: They are paying fair market value for the property, but selecting to deal with the restriction.
MS. MEDLEY:  Current fair market, not from 2014.

CHAIRMAN JARMON:  Right. We would have to order appraisals.

MR. RODRIGUEZ:  Are you aware of that?

MR. BADGER:  Sorry. Didn't hear the comments.

MR. RODRIGUEZ:  Here is my question.

You have a letter of commitment from a bank based on what the assessment of the property, on the 2014 assessment or the LAMA value because you are talking about having it appraised.

CHAIRMAN JARMON:  Right.

MR. RODRIGUEZ:  Then they would have to go back to financing agency because that would change your numbers, wouldn't it?

MR. BADGER:  Right. We pro form it at a nominal value. In order to include a percentage of 60 percent workforce housing, that subsidy would be necessary.

MR. RODRIGUEZ:  You are getting a land subsidy?

MR. BADGER:  Correct. The size of the project does not make it conducive or qualify
those cases for any type of tax credits. So, our request is that a nominal value acquisition they will be able to include that level of workforce housing to it.

MR. HUNTER: This isn't a nominal value transfer? It's not appraised?

MS. CUNNINGHAM: This nominal value. That is what you are asking for nominal value conveyance?

MR. BADGER: Correct.

MR. KOONCE: What's the number for the affordable? What's the number?

MR. BADGER: The affordable number?

MR. KOONCE: If they are going to be 11 affordable and 7 market, correct?

MR. BADGER: Ten workforce, eight.

MR. KOONCE: That's not 60 percent.

MR. PADILLA: If you are doing 18, it's about 11 unit of workforce and the balance is market.

MS. JOHNSON: I think we would like to see more detailed plan financials if this is nominal.

MS. CUNNINGHAM: I'm not sure I'd call
this a commitment letter. It's really a letter of intent.

MR. KOONCE: That's about all you can get.

MS. CUNNINGHAM: I would like to note the lender would be okay with the restrictions and the deeds, as well.

MR. BADGER: The lender is aware of the intent of the project, and they are aware of the restrictions that would be included with it. We were not able to get a full letter of commitment at this juncture. It's just a little premature for the bank to be able to commit to that. But they are interested. And we do have several others, as well.

MR. RODRIGUEZ: The issue before this Committee is you're asking for more detail?

MS. JOHNSON: I think we would like to see a layout and arrangement of this since there is going to -- there is some concern with breakdown. Some portion we thought was going to be commercial and now zoned residential. Yes.

MR. RODRIGUEZ: When you say -- are you looking for bedroom like?
MS. JOHNSON: Don't we usually ask for requests in these types when doing nominal?

MR. RODRIGUEZ: We will be. I don't think we've the -- it's bit informal in the past. So we can ask. I want to just be specific as to what we are asking.

MS. JOHNSON: I think we would like to know exactly the unit count, what is going to be here, if it's all rental, the financials, verification that they are able to do this. And we are going to put a restriction on it.

MR. KOONCE: And then the financials are not yet what the rentals are going to be whether affordable.

MS. PLACKE: I don't see a rent schedule in here. There is no rent schedule.

MR. HUNTER: Other thing, too, this is a multifamily project. Most of the sites say single family. You have corner commercial property that is also -- we can do commercial. We have -- the zoning isn't necessarily conducive to multifamily project. This would be a variance to move forward.

And my concern is if we are transferring
property before this approval is in place, you might be left with these lots transferred and nothing happen because it was a variance issue.

MR. KOONCE: The other question for me is why do you need property transferred as opposed to -- couldn't we just approve your appraisal and issue a letter of intent?

MR. BADGER: Contingent upon?

MR. KOONCE: To provide site control, which would allow you to go through zoning and finish your due diligence.

MR. RODRIGUEZ: The benefit of that is that by ordinance, this body can only give you 12 months to develop it. You are going to need 24. So once you assume the property, that clock ticks. And then you are only afforded 6 months after that. You are going to need 18 months just for development.

You do your predevelopment prior to assuming control of the property, you then can do all your due diligence if all you need is access to the site to do your GO tech, zoning, ZBA and all of that.

MR. HICKMAN: That's part of the reason
that this took a while since we were first before the Committee. Although, I don't know how many people understand or know about the history of the issues here. There were quite a few administrative issues that caused some significant delay, problems with title, problems with name change after.

CHAIRMAN JARMON: No.

MR. HICKMAN: Be back before the Committee.

MS. MEDLEY: Actually --

MR. HICKMAN: We waited and taken the time to make certain --

MS. MEDLEY: Excuse me. That's actually not accurate. I don't know when you came into the deal. I know Mr. Badger came in around January of this year; is that correct?

MR. BADGER: Yes, earlier this year.

MS. MEDLEY: Prior to that, when Ms. Hickman and Beli came in front of the Committee four years ago, they wanted at nominal and they wanted to do the pharmacy and I think senior housing above it. So then, there were some other issues.
And with regard to issues, I mean that it seemed one of the parties intent was to sell the property. And they actually had the buyer calling the City asking about the process in terms of selling the property to Mr. Hickman and Ms -- the City requested that they provide financing, proof of financing. What they wanted to do with the property.

We have been waiting for that since about 2015. It's not really -- it's inaccurate to say it's administrative issues. It's that the parties -- the proposed buyers were not clear about what they wanted to do.

MR. HICKMAN: I can certainly document and I can provide this to the Committee in terms of the -- I mean, this is just a small stack that provides a chain of communication between the various parties related to the delays that occur, which I would say had nothing to do with us. I mean, there was first the --

MS. MEDLEY: And by "us" do you mean Ms. Beynee and Mr. Badger and you're not including Mr. Hickman in that.

MS. BEYNEE: This is Mr. Hickman.
MS. MEDLEY: When you are referring to
the communication you had with the Real Estate
division of the Law Department?

MR. HICKMAN: Right. You are asking
about --

MS. BEYNEE: Let me explain two things.
The reason why the pharmacy is not going to be
at the new building is because this process took
a long time. And the pharmacy had to renew the
lease. We had -- I had to sign another
five-year lease or I had to move the pharmacy
somewhere else. So then, not locked into
another five-years lease that I can't get out.
That's one reason.

And the other reason you are asking that
we requested if we can pay for the land, was
trying to expedite the process.

MR. HICKMAN: There is no written rule
book. We were asking questions in trying to
facilitate the process. And you know, there is
nothing that says we should do this or this,
this process should occur. And along the way,
there was all of these related issues that arose
that, you know, left us a little concerned as to
whether the process would even happen. And you have to respect the fact that there is money up front that has been committed to engineering designs, architecture. And so, there's a sense of, well, if this isn't going to happen, should we commit those capital?

And I mean, I like to emphasize you have a business that has been operating in Point Breeze for over five years. Has recommitted. You can say doubled down to the community by providing once-owned equity to buy a building at 19th and Snyder and to establish a second pharmacy. Before Point Breeze moved to the Point Breeze section, there were no professional businesses in Point Breeze. I'm in the exaggerating. There is really only two there.

So, there is a real commitment, a very strong commitment to the --

MR. RODRIGUEZ: If I might, I think there are two issues. The Committee would like to have due diligence. It's not that we are stating we don't want to convey. We want to make sure there is certain structures, ordinant structural issues you have to be aware of. The
fact of the matter is, you only get 12 months to build and only a six-month extension. What we are proposing is actually to your benefit.

Now what we could do, if I could to the Committee, we make a motion on the letter of intent to convey. We assign a project manager to this, walk you through what you will need to actually make sure it's in compliance to work with Mr. Badger. And then present to the Committee. And then by that time, you will be in process. We will have the timetable. Because you still -- it will take you four to five months to get through ZBA.

If you are proposing, you know -- you are proposing a variance and all that, it's still going to take you a while. And this will eat into your 12 months for development.

Is that amenable?

MR. BADGER: Yes.

MR. RODRIGUEZ: I propose to the Committee that we approve a letter of intent, assign a project manager to do due diligence to present to this group for which case we will acquire all of the necessary items, elevations,
financials, and also a new process in terms --
new time frame in terms of getting approvals for
ZBA and L&I.

MR. PADILLA: Just one question. Will
there be a time constraint based on that letter?

MR. RODRIGUEZ: I think it would be six
months. I assume there is a sense of urgency
from what I am hearing. That if you get the
letter of intent, which will give you site
control, it will allow you to do your due
diligence and GO tech, you should be on ZBA's
board shortly. So, I would say six months
because you also have holding costs. And your
bank is not going to sit there forever.

MR. BADGER: Right.

MR. RODRIGUEZ: Six months.

MR. KOONCE: The letter of approval, I
mean letter of intent would be subject to?

MR. RODRIGUEZ: Correct. It would allow
them the ability to --

MR. KOONCE: No. Subject to?

MR. RODRIGUEZ: Submission of an
application process, successful completion of an
application to VPRC.
MR. KOONCE: Come to this group before we convey?

MR. RODRIGUEZ: Correct.

MS. CUNNINGHAM: I will second that.

CHAIRMAN JARMON: All in favor?

(Ayes.)

CHAIRMAN JARMON: Any opposed?

(No opposition.)

CHAIRMAN JARMON: Nest items are Urban Garden Agreements. Are there any questions?

MR. HUNTER: I had one on 2902 Hancock.

CHAIRMAN JARMON: That's for side yards.

We on page --

MR. HUNTER: We going back to Side Yards?

CHAIRMAN JARMON: Shoot. I'm sorry.

Side yards. Any questions?

MR. HUNTER: So now I have a question.

Did we get clarity on what they were doing with the fencing in lots there with the --

CHAIRMAN JARMON: Well, the said they were only using the one adjacent to them. That somebody else was using the other ones. They were privately owned. Then they sent me the
license agreement, the agreement that they had for the business.

MR. HUNTER: Right.

CHAIRMAN JARMON: That is in force.

That Is --

MR. HUNTER: Are they going to separate the lot? It looks like -- it's in, all appearances, looks like one lot.

CHAIRMAN JARMON: They probably will put a fence down the middle of theirs. They didn't want to do that because they didn't own it.

MS. JOHNSON: Was there a vehicle parked?

CHAIRMAN JARMON: On the other one.

MS. CUNNINGHAM: On the one next to it.

MR. RODRIGUEZ: It's part of the side yard conveyance.

CHAIRMAN JARMON: Yeah. They live in there.

MR. RODRIGUEZ: They will have to fence it.

MS. CUNNINGHAM: She lives upstairs, right?

CHAIRMAN JARMON: Right. They do.
MR. HUNTER: One other thing, that 2900 North Hancock, has an $895 tax balance for collections.

CHAIRMAN JARMON: We have the clearance, so they probably have an agreement.

MR. KOONCE: And it's not the homeowner. It's rental.

MS. CUNNINGHAM: Well --

CHAIRMAN JARMON: No, she owns the property.

MS. CUNNINGHAM: She has a rental license.

MR. KOONCE: She actually owns 2900.

CHAIRMAN JARMON: Yes. It's in her name. Yes.

MS. CUNNINGHAM: There is an old rental license. I think it's for the deli. But I think it's before she bought.

MS. JOHNSON: Is it still a corner store?

CHAIRMAN JARMON: It is.

Can I get a recommendation for the side yards?

MS. CUNNINGHAM: Motion to convey the
side yards at nominal.

MR. KOONCE:  Second.

CHAIRMAN JARMON:  All in favor?

(Ayes.)

CHAIRMAN JARMON:  Any opposed?

(No opposition.)

CHAIRMAN JARMON:  Next items are Urban Garden Agreements.  Are there any questions?

MR. HUNTER:  I have another question on this one.  For 2455, 2457, as of May it looks like there were two structures on the lot currently.  Like plywood, sheds, not necessarily sound construction.  And there is no building permits issued for those.

Do you know if the applicant is going to clear the structure or get permit for them?

CHAIRMAN JARMON:  Say that again.

MR. HUNTER:  On those two lots now, there is two -- somebody has built structure out of plywood like sheds of some sort.  This was as of May.  That's the last time we have.

MR. RODRIGUEZ:  With urban garden agreement, you are allowed to put a shed.

MR. HUNTER:  That have an existing
CHAIRMAN JARMON: They haven't gotten anything yet. They are here to be approved. If there is something on there, I will find out if they are the ones that did it. If they didn't, then it needs to be removed.

MR. HUNTER: Or they need permits for it.

CHAIRMAN JARMON: Okay. They have never used them. Any further questions on the Urban Gardens?

Can I get a recommendation?

MR. RODRIGUEZ: So moved.

MS. CUNNINGHAM: Second.

CHAIRMAN JARMON: All in favor?

(Ayes.)

CHAIRMAN JARMON: Any opposed?

(No opposition.)

CHAIRMAN JARMON: Next items are extension of time. I'm not sure if I invited the applicants because they sent me their permits or a letter stating or asking for the six-month extension. They are all attached.

You are here for W and W?
(Applicant approached podium.)

CHAIRMAN JARMON: 315 North 41st and 49 Wiota. State your name for the record.

MR. FULLARD: Good morning, Anthony Fullard.

MR. WALKER: Willie Walker.

MR. FULLARD: I believe the last time that we were before the Committee, we had to obtain the building permits. We have three out of the four in place. 5145, we are still going through the L&I process submittal. We have to go to Streets for another question from L&I. But outside of that, we have everything that requested us to have in place at this time.

CHAIRMAN JARMON: Are there any questions from the Committee?

MR. KOONCE: Are there any other outstanding properties?

MR. FULLARD: Excuse me?

MR. KOONCE: Do you have any other outstanding properties that we have conveyed?

MR. FULLARD: No. Nope.

MR. KOONCE: Thought I remembered something on Hazel Street.
CHAIRMAN JARMON: That's what he was just saying.

MR. RODRIGUEZ: In the process.

CHAIRMAN JARMON: Can I get a recommendation?

MS. CUNNINGHAM: Haven't we given extension on this already?

CHAIRMAN JARMON: It was six months ago.

MR. KOONCE: Doesn't the ordinance only allow one extension?

MR. RODRIGUEZ: Only allow one extension. We would be making an exception.

MR. KOONCE: In six months what's the -- what's the process since the last time?

CHAIRMAN JARMON: Permits.

MR. RODRIGUEZ: What are your timeline after you gotten your zoning permits to commence construction?

MR. FULLARD: We are ready to start construction on 315 and 49 this week. We have the contractor ready to begin foundation work. Trying to get it in before the winter.

MS. CUNNINGHAM: When do you expect to finish?
MR. FULLARD: Excuse me?

MS. CUNNINGHAM: When do you expect to finish?

MR. FULLARD: About six months. You know, between six to seven months.

MR. RODRIGUEZ: August of next year?

MR. FULLARD: Yes.

MR. RODRIGUEZ: I move that we grant the six-month extension. At the end of six months, look for a progress report on construction as well as producing the building permit.

MR. FULLARD: Okay.

MR. RODRIGUEZ: That will be in April. They should be 50 percent complete.

MR. FULLARD: Yeah.

MR. RODRIGUEZ: We should be closing in by now. Amend that to remove the permit issue on those properties.

MR. HUNTER: I will second it.

CHAIRMAN JARMON: All in favor?

(Ayes.)

CHAIRMAN JARMON: Any opposed?

(No opposition.)

CHAIRMAN JARMON: Thank you.
MR. FULLARD: Thank you.

CHAIRMAN JARMON: 623 Mercy. They have asked for an six-month extension.

MS. CUNNINGHAM: They keep getting refusals from Zoning.

MR. HUNTER: The last correspondence I found with L&I was they were asking questions about approvals from Streets or trying to put -- they want to build right of way. They need Streets approval for that. They needed to answer if they want to get refusal for open air requirements.

It's unclear if they addressed those issues to the examiner yet and if they plan or applying for exam.

MS. JOHNSON: What is being built?

MR. HUNTER: I think it's single family.

CHAIRMAN JARMON: Single family.

MR. HUNTER: Also open violation. I was hoping the applicant would be here to ask them those questions.

MR. RODRIGUEZ: I move we table.

CHAIRMAN JARMON: I will table until next month.
MR. RODRIGUEZ: Have the questions submitted by the Committee and the developer for next month request their appearance.

MS. MEDLEY: What were the questions?

MR. HUNTER: If they resolved issues and accepted the refusal.

MR. RODRIGUEZ: Why don't we say we are looking for an action plan or resolving the zoning permit issue addressing all concerns by ZBA and the new timeline.

MR. HUNTER: I think they were trying to build a bay or something over the street.

MR. KOONCE: I honestly think Streets ran grant approval for them to build over the street without an ordinance.

MR. HUNTER: I think it's within 3 feet from the property line, they are allowed to that. But they haven't had anything.

MR. RODRIGUEZ: I think we should just leave it at approval from Streets Department and ZBA new timeline.

MR. PADILLA: Tabling it altogether.

MR. RODRIGUEZ: Have to show up next month.
MR. KOONCE: Second.

CHAIRMAN JARMON: All in favor?

(Ayes.)

CHAIRMAN JARMON: Any opposed?

(No opposition.)

CHAIRMAN JARMON: 1319 South Dover Street. I have the permit attached that they finally got.

Can I get a recommendation for a six-month extension.

MR. KOONCE: Why?

CHAIRMAN JARMON: Huh?

MR. KOONCE: Why?

CHAIRMAN JARMON: They just got their permit.

MR. RODRIGUEZ: They are well over their -- this was conveyed in April of 2016. Only have 12 months to develop. So, they need a six month.

MR. KOONCE: They just got their permit. They are not going to be through in six months.

MR. RODRIGUEZ: They have to come back in six months.

MS. CUNNINGHAM: Do we know if they have
begun construction?

CHAIRMAN JARMON: No.

MS. CUNNINGHAM: Because their permits were September 18.

MR. RODRIGUEZ: Request we have an inspector go out to take pictures of construction progress. Can we table it until we see pictures?

CHAIRMAN JARMON: What's the recommendation?

MR. RODRIGUEZ: The recommendation is that we give them six-month extension, and that we have inspector go to the site and take pictures of their construction progress. If there is no construction progress, requesting that they come to the next VPRC meeting and provide a new construction plan.

MS. CUNNINGHAM: Second.

CHAIRMAN JARMON: All in favor?

(Ayes.)

CHAIRMAN JARMON: Any opposed?

(No opposition.)

CHAIRMAN JARMON: 3474 Braddock.

MR. HUNTER: Do we have any information
about this property in terms of where they are in receiving permits or in the permit process?

Seem pretty -- I mean, said they are rehabbing a building. But I didn't see any.

MS. CUNNINGHAM: I am a little confused.

She said purchased at sheriff auction.

CHAIRMAN JARMON: They probably made a mistake. They got it from us.

MS. JOHNSON: There is construction going on.

MR. HUNTER: Looks like something is going on.

CHAIRMAN JARMON: I think they have the permits. What's the recommendation?

MS. CUNNINGHAM: They did something at some point in November. They issued a non-safe order.

MR. RODRIGUEZ: When was permit renewed?

MS. CUNNINGHAM: Says they can provide a copy of the permit. I didn't want see one online.

MS. PLACKE: They didn't have them yet.

MS. CUNNINGHAM: They don't have them yet?
MR. KOONCE: Is this fair market value?

MS. PLACKE: Says fair market pulled.

MR. RODRIGUEZ: Is this fair market value?

CHAIRMAN JARMON: Yeah.

Recommendation, please.

MR. KOONCE: My problem with it is, they say in their letter they can provide a copy of the permit, and then I am hearing there is no permit.

MS. CUNNINGHAM: We should table it and have them come next month with the permits and make a decision then.

MR. KOONCE: Okay.

MS. CUNNINGHAM: So moved.

MR. RODRIGUEZ: Second.

CHAIRMAN JARMON: All in favor?

(Ayes.)

CHAIRMAN JARMON: Any opposed?

(No opposition.)

CHAIRMAN JARMON: Next item --

MR. DODDS: Excuse me. There are two properties at the bottom of page 2.

CHAIRMAN JARMON: Side yards, all were
passed at the same time.

Next item on page 4, 2935-65 North 2nd Street. Property to be transferred from Land Bank to HACE.

Can I get a recommendation?

MR. KOONCE: Motion to approve.

MR. HUNTER: Second.

CHAIRMAN JARMON: All in favor?

(Ayes.)

MR. RODRIGUEZ: Recusal.

MS. PLACKE: Recusal.

CHAIRMAN JARMON: Any opposed?

(No opposition.)

CHAIRMAN JARMON: Next item, 2570 Napa Street.

MS. MEDLEY: Okay. So, we just wanted to bring this to the attention of the Committee. On 2570 Napa Street was transferred to Amina Sheppard in 2014. And the situation with this particular property is that--I will try to give you an overview of it.

The City received the property in September of 1984 via sheriff's deed. In July of 2007, Mr. White appeared at VPRC meeting
stating that he wanted to purchase the property. He stated at that time that he had already spent a significant amount of money making repairs to the property. It was noted that he did not have an entry authorization from the City. The Committee recommended to table the matter until the property could be inspected.

When the City went out to inspect the property in October of 2007, they found there had been some renovations made to the property. The City requested Mr. White to provide it with documentation regarding the cost of the renovations that he had made. He never provided the City with that documentation. It was listed again in front of the VPRC -- oh, sorry, was never listed again after the City had visited inspected the property and found that there had been renovations made.

In 2009, the City went back out to inspect and found that he was -- Mr. White was operating a barbershop from that property. Subsequent thereto, the City sent a letter to Mr. White via regular certified mail informing him that the City was aware he was operating the
business at that address without authorization, and he was to vacate the property. The City also requested that he contact the City by March 12. He never did.

The City sent another letter in October 2010 via regular certified mail. Again, asking him to cease his business at that location, and that we would establish a price for the building. And then -- was also told any money already spent in renovating the property, that the City would not offset the cost of property with that because he did not have the proper authorization to do the property at that time.

Mr. White never returned to the City or provided any documentation that had been requested previously. When the City went back out in June 2013, they found it was still being used as a barbershop. In May 2014, the Commission of Public Properties sent a demand for possession and notice for water shutoff to the location and sent to Mr. White.

Again, the property was inspected. Although at that time, the City found Amina
Sheppard was occupying the second floor of the property and that the first floor was empty, meaning it was no longer be operated as a barbershop. She was instructed to come to the VPRC office and submit application for the property if she wanted to. She did that on July 8 of this year sorry, that year 2014.

She came in front of the Committee. And the Committee voted to recommend that the property be transferred to her. In August 5 of 2015, the property was transferred to Ms. Sheppard. Ms. Sheppard -- when inspector went out to the property and found her there, discovered that Ms. Sheppard was Mr. White's daughter. And that he had allowed her to live in the property at that time.

When Mr. White found out Ms. Sheppard had purchased the property, he commenced suit against her saying -- did not include the City in that suit stating that she had fraudulently induced the City to sell the property to her. Because she did not respond, the Court ended up entering a judgment against her and ordering that -- at some point, she did file an appeal.
And somehow it was late, but somehow the appeal went through. Then again, Mr. White and his attorney had the Court issue an order, had the appeal dismissed for failure to follow appropriate response.

And the court ordered on September 26 of this year, the court ordered that the deed to Ms. Sheppard was stricken. And that the -- variety of other things. Commissioner of records was directed to vacant and lift any deeds on the property. And also states that the commissioner of record -- I am just reading what the order is -- directed to record a deed to said property for Mr. White.

So in between all of that, we thought that we would be able to bring it back into VPRC to get -- to just basically redo that. We knew the deed had been stricken. Unfortunately, Ms. Sheppard had financial problems in lieu of taxes due on the property. While we are waiting for her to clear that, the appeal process went through. This is where we are at right now.

Any questions?

MR. RODRIGUEZ: So --
MS. CUNNINGHAM: So many questions.

MR. RODRIGUEZ: There is still a question as to the first party Mr. White being able to occupy the property, correct?

CHAIRMAN JARMON: He squatted in the property. He just went in there. He didn't have any papers or anything.

MR. RODRIGUEZ: So is my understanding clear that this legal proceeding only served to void her application for disposition?

MS. MEDLEY: Her deed. She paid for the property, but they voided the deed to her.

MR. RODRIGUEZ: But that doesn't in turn mean Mr. White gets the property?

MS. MEDLEY: It does not. That's correct. Well, the court order for the Commissioner of Record to record a deed for the property. But he -- where Mr. White gets --

MR. RODRIGUEZ: The deed would then be required -- I guess my second question is, if the deed is to be recorded with the deed of records, is the City's position that that deed should be filed subject to or reverted back to the City inventory?
MS. MEDLEY: I can't say. I don't know the exact process. But by them striking the deed, it's basically back to PRA. Because the deed from PRA to Ms. Sheppard is void.

MR. RODRIGUEZ: But there is no deed to Mr. White.

MS. MEDLEY: No, there is not.

MR. RODRIGUEZ: We are proceeding with an objective on the property against Mr. White?

MS. MEDLEY: He is not there.

MR. RODRIGUEZ: They are all gone, the barbershop is gone?

CHAIRMAN JARMON: Never was afterwards once we processed hers. Nothing on the first floor.

MS. MEDLEY: We are not exactly clear.

CHAIRMAN JARMON: She purchased the property.

MS. MEDLEY: I believe that she, at some point, moved out. And possibly moved out because Mr. White had went to the home telling her she had four days to leave.

MR. RODRIGUEZ: Here is another question. This judgment, it effectively ends
her application process and the conveyance of
the deed?

MS. MEDLEY: The conveyance of the deed.

MR. RODRIGUEZ: Wouldn't it be
appropriate for this body to give an extension
of time? Shouldn't she just reapply for the
property?

CHAIRMAN JARMON: That's what we.

MS. MEDLEY: That's what the plan was,
but she needed to clear her taxes. She did do
that, but she didn't come back to the City. She
didn't come back yet.

MR. RODRIGUEZ: But before this group,
we are supposed to be affording an extension of
time where I would say that a judgment kind of
ends that. So, she got the property. That
disposition was voided by the judge. So
therefore, there is no extension of time.

That property should be reverted back to
City inventory. In which case, if she wanted to
reapply for that property, it would be a brand
new process. Not an extension of time.

MS. MEDLEY: Right. This isn't here for
an extension of time. It's for discussion just
to kind of make the body aware that that's where we are at with that property. It may need to come back if it is appropriate.

MR. KOONCE: How long does she have to pay the taxes?

MS. MEDLEY: A little under a year.

CHAIRMAN JARMON: She's up-to-date.

MS. MEDLEY: She paid them now. But at the time they thought we were bringing -- the City received information about when it happened with the initial case. Found she had back taxes. We are waiting for her to resolve them.

MR. RODRIGUEZ: Still a new application?

Wouldn't it be better for her just to have a new application?

MS. MEDLEY: It would be yes, if that's possible. Think right now can you reenter it into the system and start over again? Right now it's -- there is no --

MR. RODRIGUEZ: History is not in your inventory unless -- that was my question. If there is a judgment, that it voids the deed, then it would go back to PRA. That issue becomes is it back in VPRC inventory? Then it
would have to transfer to PRA back to VPRC. Or are we suggesting --

CHAIRMAN JARMON: RDA to transfer it out to her.

MR. RODRIGUEZ: Which PRA has their own process. Would go through PRA for them to do due diligence.

MS. CUNNINGHAM: Or the City exercises the reversionary right and that goes to VPRC inventory.

MR. KOONCE: Were we paying her certain amount of purchase price?

MR. PADILLA: Why wouldn't repay when she technically obtained the property through fraudulent --

MS. MEDLEY: She didn't. That is just what he claimed because she didn't offer any defense. There is nothing else, but she did not.

CHAIRMAN JARMON: She applied for it.

MR. RODRIGUEZ: Here is the other question. Price of the property, I would suggest we reach out to her and see if she is willing to put that money into escrow.
CHAIRMAN JARMON: What money?

MS. CUNNINGHAM: Why would we give it back?

MR. RODRIGUEZ: Assuming it's a new application.

CHAIRMAN JARMON: She shouldn't have to pay for it.

MS. CUNNINGHAM: Do at nominal.

CHAIRMAN JARMON: She paid for it. Why should she pay more.

MS. MEDLEY: She paid that money.

MS. CUNNINGHAM: We wouldn't get it back. We would reconvey at nominal rather than giving it back.

MR. RODRIGUEZ: That is what she is owed the creditor.

CHAIRMAN JARMON: Say that again?

MR. RODRIGUEZ: Wouldn't she be owed credit if she did not receive the property.

MS. MEDLEY: She did receive the property. She was living in it until --

MS. CUNNINGHAM: She had this whole separate issue really didn't have anything to do with us.
MR. KOONCE: If we start a new application, we are going to have to go by conveyance rules. And we are going to -- I assume the property is only worth 3,000, needs substantial repair.

MS. MEDLEY: She did make some renovations to the property.

MR. RODRIGUEZ: If the ownership reverts back to VPRC, right, and it's a new application. This is my question to the Committee. Is that if she puts it in escrow, assume that she should get paid back, it's in escrow. We convey it back out at the same price.

MS. JOHNSON: How long is it going to take for it to come back and do all of that?

MR. RODRIGUEZ: That's internal administrative. Would be about filing a fee. The question I have, is the judge assuming in his judgment that it would go to Mr. White? In which case, that is problematic because he shouldn't be on the title because he never --

CHAIRMAN JARMON: Right.

MR. RODRIGUEZ: We need to clarify whether the judge intended for Mr. White to
acquire the property. Because the City has to assert its rights to acquire the property. He would be fraudulent.

MS. CUNNINGHAM: Here is the issue with this. Is that the judge ordered that all liens and other encumbrances attached be lifted.

MS. MEDLEY: That occurred from the time she had the property.

MS. CUNNINGHAM: Which are our restrictions. That's encumbrance to the property. And the judge's order effectively released the restrictions.

MR. RODRIGUEZ: Right. But that wouldn't matter because she would be void her deed. Transaction is void, therefore the restriction would be void. It starts new. The issue becomes, does she have a statement to make, a claim to make and not end up --

MS. CUNNINGHAM: Also directs the commissioner to record a deed to James White, which in a quiet title action normally the commissioner will be the grantor of the deed. And the person give the order to the grantee and they will record the deal to Mr. White.
MS. MEDLEY: So --

MS. JOHNSON: She get her money back?

MS. CUNNINGHAM: No. She didn't defend.

The judge gave no consideration to any of her arguments because she didn't defend the sui.

MR. RODRIGUEZ: Right. We are a party to the suit.

MS. MEDLEY: We are not.

MR. RODRIGUEZ: But in essence, we have standing.

MS. JOHNSON: If we void the deed --

MS. CUNNINGHAM: The Judges order struck the deed.

MS. MEDLEY: What -- if the Committee is inclined to see if it's possible for the City to reconvey the property to her, would just like to get an agreement on that. And then we can look into --

MR. RODRIGUEZ: I think it's really important, because I am assuming this os moving quickly. If you remove the restriction and convey to Mr. White, Mr. White can turn around and sell that property for whatever.

MS. CUNNINGHAM: It's already been
1 conveyed to Mr. White.
2 MR. RODRIGUEZ: That's a problem.
3 MS. CUNNINGHAM: Conveyance happens when
4 the offer is signed, not when recorded. Mr.
5 White effectively already owns this property.
6 Title is in his name because title changes once
7 the document is signed when it's in order.
8 MR. RODRIGUEZ: That's a problem. City
9 has to assert its standing.
10 MS. CUNNINGHAM: City has to make a
11 claim, a new claim or appeal this.
12 MR. RODRIGUEZ: I think that's the first
13 step.
14 CHAIRMAN JARMON: Okay. What do we do?
15 MS. MEDLEY: We will contact the City's
16 appeals about this.
17 CHAIRMAN JARMON: Can I get a
18 recommendation?
19 MR. RODRIGUEZ: Recommendation is that
20 the Law Department, whatever appropriate City
21 Law Department be notified, that they should
22 assert their claim to the property.
23 CHAIRMAN JARMON: Second?
24 MS. CUNNINGHAM: Sure, second.
CHAIRMAN JARMON: All in favor?

(Ayes.)

CHAIRMAN JARMON: Any opposed?

(No opposition.)

CHAIRMAN JARMON: I think the next Carlisle, this is the wrong picture here. This is a lot that was transferred out to this applicant in 1988 as a side yard. I have a picture at the job. I don't have it right here.

MR. RODRIGUEZ: Carlisle is a side yard.

CHAIRMAN JARMON: It was a side yard.

Can I get a recommendation?

MR. RODRIGUEZ: Looks like it has a fence and --

CHAIRMAN JARMON: That's not the right picture period. That is across the street, but it was transferred as a side yard in 1988.

Can I get a recommendation?

MS. CUNNINGHAM: It's cleaned and --

CHAIRMAN JARMON: Yeah, it is. For some reason, she attached the wrong picture.

MR. RODRIGUEZ: Move that we approve subject to recent picture, correct recent picture.
MS. CUNNINGHAM: Second.

CHAIRMAN JARMON: All in favor?

(Ayes.)

CHAIRMAN JARMON: Any opposed?

(No opposition.)

CHAIRMAN JARMON: Next item, 1247 South 53rd Street. This was a single family dwelling back in 1981.

(Applicant approached podium.)

CHAIRMAN JARMON: State your name for the record.

MR. JACKSON: Amir Jackson.

CHAIRMAN JARMON: You are?

MR. JACKSON: The buyer.

MR. RODRIGUEZ: You're the buyer?

MR. JACKSON: Yes.

MR. RODRIGUEZ: Would you happen to know the last time this property was occupied?

MR. JACKSON: It's still occupied.

CHAIRMAN JARMON: Do you have settlement scheduled?

MR. JACKSON: We had settlement scheduled initially for yesterday, but we were unaware of the deed restrictions.
CHAIRMAN JARMON: It's possible we can rush this release. He had settlement yesterday reschedule, he had to reschedule the settlement on this property.

MR. KOONCE: Was it nominal?

CHAIRMAN JARMON: It was back then.

MR. KOONCE: Gets the current owner -- gets to -- it's been ten years, I guess.

MS. CUNNINGHAM: I am going to move to --

MR. RODRIGUEZ: Hold on. There are taxes on it.

CHAIRMAN JARMON: They have to pay the taxes.

MR. RODRIGUEZ: Purchase price is 25,000.

MR. JACKSON: My contract I'm subject to taxes.

MR. RODRIGUEZ: Taxes are totally 40-something thousand.

MS. CUNNINGHAM: I'm going to need a settlement sheet before we give you release.

MR. JACKSON: A new settlement sheet?

MS. CUNNINGHAM: Are you using a title
MR. JACKSON: Yes.

MS. CUNNINGHAM: Okay.

MR. JACKSON: I have a settlement sheet that for yesterday, but I guess I would have to --

MS. CUNNINGHAM: But the sales price is $25,000.

MR. JACKSON: Yes.

MS. CUNNINGHAM: The taxes are over $40,000.

MR. JACKSON: They are going to come out of the banks for rehab. They are going to be paid directly to the City.

MS. CUNNINGHAM: When?

MR. JACKSON: Out of construction.

MR. RODRIGUEZ: If settlement already occurred yesterday --

MR. JACKSON: No. Settlement hasn't occurred.

CHAIRMAN JARMON: He said they had to reschedule.

MS. CUNNINGHAM: When are they going to pay the taxes? After settlement?
MR. JACKSON: After settlement, yes.

MS. CUNNINGHAM: We're not going to be able -- we can probably give a letter that is contingent upon that, but I can't give you a release.

MR. JACKSON: I would take -- I am taking responsibility of the taxes.

CHAIRMAN JARMON: At the time of settlement?

MR. JACKSON: Yes.

CHAIRMAN JARMON: It's going to be paid then?

MR. KOONCE: You are going to pay the taxes at settlement?

MR. JACKSON: No. When I get construction loan -- once the construction loan comes, could be taxes will be paid out of that.

MR. RODRIGUEZ: You can't assume the tax liability, sir. You have to settle them.

MR. JACKSON: I can't assume the tax liabilities?

MS. CUNNINGHAM: Well, you can. In this case, we can't give you a release to the reversionary restrictions until the taxes have
been satisfied.

MR. JACKSON: Okay. So, once the taxes are satisfied --

MS. CUNNINGHAM: All of them. I can't have -- we can't have half of them paid and then half of them you say I will be responsible for. They all have to be paid before we can give you a release.

MR. JACKSON: Okay. Once they are satisfied, I would have to, I guess, back on for another hearing.

MR. RODRIGUEZ: Your title company should tell you what your liability is.

MR. JACKSON: Okay.

MS. CUNNINGHAM: But you don't have to come back. We can make it contingent upon satisfaction of paying all that, so you don't have to come back.

CHAIRMAN JARMON: Right.

MR. JACKSON: Okay.

MS. CUNNINGHAM: Move that we grant the release or the certificate of completion contingent upon all municipal obligations being satisfied.
MR. HUNTER: Second.

CHAIRMAN JARMON: All in favor?

(Ayes.)

CHAIRMAN JARMON: Any opposed?

(No opposition.)

CHAIRMAN JARMON: Thank you.

5822 Belmar Terrace. This was transferred as a single family dwelling back in 1983.

Can I get a recommendation?

MR. HUNTER: This applicant also has back taxes of $1,800.

CHAIRMAN JARMON: Okay.

Recommendation?

MR. RODRIGUEZ: Convey upon provision that they pay their back taxes --

MR. KOONCE: -- all municipal obligations.

CHAIRMAN JARMON: Second?

MR. RODRIGUEZ: Second.

CHAIRMAN JARMON: All in favor?

(Ayes.)

CHAIRMAN JARMON: Any opposed?

(No opposition.)
CHAIRMAN JARMON: Next item, 5507 Beaumont. The applicant purchased this property in 2014.

MR. HUNTER: Sorry. My last comment was about this property -- was for this property, not the last one.

CHAIRMAN JARMON: On the taxes was this one?

MR. HUNTER: Yeah. Sorry.

CHAIRMAN JARMON: Okay.

MR. PADILLA: The $1,800 is on this one?

MS. JOHNSON: Do we need to revise?

MR. DODDS: Can I ask a question? When we vote to approve yes or no, do we need to mention the taxes, or is that just part of the deal?

MS. CUNNINGHAM: No. I check it regardless.

CHAIRMAN JARMON: They have to pay before.

MR. RODRIGUEZ: Just better.

MS. CUNNINGHAM: Think more than one person checks it regardless.

CHAIRMAN JARMON: Can I get a
recommendation on 5507 Beaumont?

MR. RODRIGUEZ: I recommend that we --

MR. KOONCE: Wait a minute. Can't tell from this, was this a fair market?

CHAIRMAN JARMON: It was a fair market value in 2014.

MR. KOONCE: Are there any violations?

CHAIRMAN JARMON: I don't know.

MS. CUNNINGHAM: Not that I found. Just the outstanding taxes.

MR. KOONCE: Motion to approve.

MS. CUNNINGHAM: Second.

MR. RODRIGUEZ: Contingent on paying municipal.

CHAIRMAN JARMON: All in favor?

(Ayes.)

CHAIRMAN JARMON: Any opposed?

(No opposition.)

MR. RODRIGUEZ: Madam Chair, can I make a motion we stipulate all conveyances for certificates of completion from this day forward be contingent on paying and satisfying all municipal issues.

MS. CUNNINGHAM: Second.
CHAIRMAN JARMON: All in favor?

(Ayes.)

CHAIRMAN JARMON: 2646 Livingston. This was a side yard back in '95.

MR. RODRIGUEZ: Is this a correct picture? Is this the correct picture?

CHAIRMAN JARMON: It is.

MR. RODRIGUEZ: I would say if this property was not --

CHAIRMAN JARMON: I think it's two lots there.

MR. RODRIGUEZ: If this property was not rezoned for parking --

CHAIRMAN JARMON: This was transferred in 1995 as a side yard, and they are in the process of selling.

MS. CUNNINGHAM: He says he does not want to sell.

CHAIRMAN JARMON: Oh, he doesn't want to sell.

MR. PADILLA: That's correct.

CHAIRMAN JARMON: He owns both of them, 44 and 46.

MR. KOONCE: Problem is been using it as
side yard for 10 or 15 years. We are going to ask him to honor everything.

MR. RODRIGUEZ: There is no impetus to give us --

MR. KOONCE: What are we going to ask him to do?

MR. HUNTER: Parking vehicle on the lot.

MS. CUNNINGHAM: She can go back and get one, right?

MR. RODRIGUEZ: Should be rezoned.

CHAIRMAN JARMON: What's the recommendation?

MR. HUNTER: I will make a motion that the subject to producing a valid use permit, issue the certificate of completion.

MR. KOONCE: Second.

CHAIRMAN JARMON: All in favor?

(Ayes.)

CHAIRMAN JARMON: Any opposed?

(No opposition.)

CHAIRMAN JARMON: Thank you.

1937 East Sergeant. This was a single family dwelling.

Can I get a recommendation?
MR. RODRIGUEZ: So moved.

MR. HUNTER: Second.

CHAIRMAN JARMON: All in favor?

(Ayes.)

CHAIRMAN JARMON: Any opposed?

(No opposition.)

CHAIRMAN JARMON: 2332 and 2334 Mutter Street. Two lots transferred back in 1996.

(Applicant approached podium.)

MR. ALLEN: I knew I saw you didn't see me. I was trying to sneak behind you.

CHAIRMAN JARMON: How you doing?

MR. ALLEN: How is everybody doing?

CHAIRMAN JARMON: Good.

MR. ALLEN: Got to wake up.

CHAIRMAN JARMON: State your name for the record.

MR. ALLEN: Wayne Allen.

CHAIRMAN JARMON: You are the current owner?

MR. ALLEN: No. I work for the company buying the property from Madonado. He couldn't make it. He can't walk.

(At this time, Ms. Placke exits the proceedings.)
CHAIRMAN JARMON: These two lots were transferred back in 1996. He is here to get the release.

MS. CUNNINGHAM: Move we grant the certificate of completion contingent upon cleaning the lots.

MR. PADILLA: Second.

MR. ALLEN: I can't hear what you say.

MS. CUNNINGHAM: Lots needs to be cleaned.

MR. ALLEN: Before they can be transferred?

MS. CUNNINGHAM: Yes. The release is contingent upon the lots being cleaned, and photographic evidence being sent to the chair.

MR. ALLEN: Just needs to cut the grass?

CHAIRMAN JARMON: Yes.

MS. CUNNINGHAM: And pick up the --

MR. PADILLA: There are some structure, debris there.

MR. ALLEN: Okay.

MR. KOONCE: When you buy the property, what are you planning to do with it?

MR. ALLEN: So, my company is assigning
it to another party. I am sure he wants to buy it because it's not much construction on that block right now. But down the line, I am sure he wants to build something there.

MS. CUNNINGHAM: You are speculating on it?

MR. ALLEN: I am assuming that's his intent.

MR. KOONCE: While you are speculating, fix the fence.

MR. ALLEN: I really can't hear you.

MR. KOONCE: Could you address the fence as well as the yard?

MR. ALLEN: I can recommend that Mr. Madonado whatever you would like to have at this time cleared. You want all the debris, vegetation, fences tore down so it can be construction site?

MR. RODRIGUEZ: No.

MR. KOONCE: What is required is that the fence be placed that meets L&I standards.

MR. ALLEN: Okay. Or removal.

MR. RODRIGUEZ: You acquired it, has to fence it.
CHAIRMAN JARMON: He is saying he is going to develop.

MS. CUNNINGHAM: He is holding it.

MR. RODRIGUEZ: He is acquiring it. He is going to sell it to a third party. They are going to hold until the real estate market shifts.

MR. ALLEN: I don't know if he is going to start construction tomorrow. Would say I assume.

MR. RODRIGUEZ: At this point, conveyance is to you or Mr. Madonado, correct?

MR. ALLEN: Being conveyed directly to the final buyer.

MR. RODRIGUEZ: The final buyer, if they are not developing in the immediate time frame, we have to move this fence and put an appropriate fence in.

MR. ALLEN: But that's after --

CHAIRMAN JARMON: You're saying once they purchase it from them.

MR. ALLEN: That's fine.

MR. KOONCE: No. We are saying prior to issuing the release.
MR. ALLEN: The release can't be done until the property is transferred?

MR. KOONCE: The release can't be done until the fencing and lot have been addressed.

MR. ALLEN: Okay.

MS. CUNNINGHAM: It can be transferred. The buyer can accept the restrictions that are currently in the deed.

MR. ALLEN: Okay. I'm just trying to make sure I understand, so I can report back what's going on. So Mr. Madonado needs to clear the property and properly fence it.

MS. CUNNINGHAM: Yes.

MR. ALLEN: Does it have to be fenced separately?

MS. CUNNINGHAM: No -- fence that is currently there is not up to code. We need a fence that is legal.

MR. ALLEN: Okay. So if he doesn't want to do it, he an older gentlemen, not in good health. The new owner can purchase the property, then do your recommendation, and then he can come back here?

MR. RODRIGUEZ: You can negotiate any
credits you want Mr. Madonado prior to
settlement. We won't give a release until these
stipulations are met. So if you want to do
something where you are providing service to
Mr. Madonado, whatever your arrangement is, is
your arrangement. We will not convey
certificate of completion until these
requirements are met.

    MR. ALLEN: That's fine. That's fine.
    Only thing, is there like somewhere
    where this can be on record that this is what
    you told me so I can give it to the buyer.
    MS. CUNNINGHAM: There will be minutes
    from the meeting.
    MR. ALLEN: Where do I get it?
    MR. RODRIGUEZ: It will be posted on the
    website.
    MS. JOHNSON: It won't be until next
    week.
    MR. ALLEN: This my first time.
    MS. CUNNINGHAM: We have a motion
    already and a second.
    CHAIRMAN JARMON: All in favor?
    (Ayes.)
CHAIRMAN JARMON: Any opposed?

(No opposition.)

CHAIRMAN JARMON: Next items are five properties that were transferred to PHA. They have all been developed and occupied. They just want the certificate.

MR. KOONCE: Motion to approve.

MS. CUNNINGHAM: Second.

CHAIRMAN JARMON: All in favor?

(Ayes.)

CHAIRMAN JARMON: Tabled Hazzard.

2714/16 Sears. Been transferred back in '97. And they consolidated both of these properties together.

MR. RODRIGUEZ: I am a little confused. Does PRA requesting the certificate?

CHAIRMAN JARMON: No. It's actually -- because PRA had the restriction in there, then they transfer to PHDC. But they were the original ones that got it.

MR. RODRIGUEZ: One of those.

CHAIRMAN JARMON: Probably have to do something with that.

MR. KOONCE: PHDC, that would have to be
presented to --

CHAIRMAN JARMON: It had our restriction in the deed that it had to come before VPRC.

MS. CUNNINGHAM: It has both.

CHAIRMAN JARMON: Yeah. Okay.

Can I get a recommendation?

MR. RODRIGUEZ: So moved.

MS. CUNNINGHAM: Second.

CHAIRMAN JARMON: All in favor?

(Ayes.)

MR. RODRIGUEZ: Just to notify the Committee, there will be future properties where we are cleaning these restrictions up. So, this will become more frequent.

MS. MEDLEY: This is like that all-in-one.

CHAIRMAN JARMON: Yeah. I don't know if that ever was done.

MS. MEDLEY: I don't know.

CHAIRMAN JARMON: 2615 Manton Street?

MR. RODRIGUEZ: So moved.

MS. CUNNINGHAM: Second.

CHAIRMAN JARMON: All in favor?

(Ayes.)
CHAIRMAN JARMON: Any opposed?

(No opposition.)

CHAIRMAN JARMON: Next item, 1334 Grove.

MR. RODRIGUEZ: Are they -- is there a sale pending because there is no settlement sheet?

CHAIRMAN JARMON: They just want the restriction lifted.

MR. RODRIGUEZ: They need to put an appropriate fence and they need to clean the lot and remove all the debris.

Was this conveyed as a side yard?

CHAIRMAN JARMON: Yeah.

MR. RODRIGUEZ: Was it nominal or --

CHAIRMAN JARMON: Nominal.

MR. RODRIGUEZ: We will table it?

CHAIRMAN JARMON: What happened?

MR. KOONCE: Motion to approve contingent upon them cleaning the lot and upgrading the fence or putting in an appropriate fence.

MS. CUNNINGHAM: Second.

CHAIRMAN JARMON: All in favor?

(Ayes.)
CHAIRMAN JARMON: 2316 Mascher.

(Applicant approached podium.)

MR. NIEVES: Morning, everybody. My name is David Nieves. I own 2316 Mascher.

CHAIRMAN JARMON: Was that a side yard?

MR. NIEVES: Yes.

CHAIRMAN JARMON: To your property?

MR. NIEVES: Yes.

CHAIRMAN JARMON: Okay. She didn't attach a picture.

MR. NIEVES: Because my house is 2314.

CHAIRMAN JARMON: Right. This will be contingent upon me seeing the picture. This was a recent attachment here.

MR. KOONCE: Motion to approve.

MR. RODRIGUEZ: Second.

CHAIRMAN JARMON: All in favor?

(Ayes.)

MR. NIEVES: I have a question, Ms. Jarmon.

CHAIRMAN JARMON: Sure.

MR. NIEVES: Would I get any notification about the restrictions?

CHAIRMAN JARMON: Yes, you will.
MR. NIEVES: Thank you so much.

CHAIRMAN JARMON: You're welcome.

MR. NIEVES: Have a good day.

CHAIRMAN JARMON: You've been communicating with my office.

MR. NIEVES: Yes.

CHAIRMAN JARMON: Okay.

2102 and 4 North 20th Street? These were transferred in '05 and '96. They were side yards.

Can I get a recommendation?

MS. CUNNINGHAM: Motion to grant release.

MR. PADILLA: Second.

CHAIRMAN JARMON: All in favor?

(Ayes.)

CHAIRMAN JARMON: Any opposed?

(No opposition.)

CHAIRMAN JARMON: 621 and 623 Cantrell.

MR. KOONCE: Do you have pictures?

CHAIRMAN JARMON: Have pictures. They have cars on there. They were already told to remove them.

MR. RODRIGUEZ: Fencing needs to be
CHAIRMAN JARMON: I think they are going to develop on these lots.

MS. CUNNINGHAM: Move to issue a certificate of completion contingent upon cleaning the lot, removing the fence and the cars and debris.

MR. HUNTER: Second.

CHAIRMAN JARMON: All in favor?

(Ayes.)

CHAIRMAN JARMON: Any opposed?

(No opposition.)

CHAIRMAN JARMON: Next item, 2525 North 31st Street. This was a single family dwelling back in 1996. Can I get a recommendation?

MR. KOONCE: Motion to approve.

MS. CUNNINGHAM: Second.

CHAIRMAN JARMON: All in favor?

(Ayes.)

CHAIRMAN JARMON: Any opposed in?

(No opposition.)

Can I get a recommendation?

MR. KOONCE: Motion to approved.

MR. PADILLA: Second.

CHAIRMAN JARMON: All in favor?

(Ayes.)

CHAIRMAN JARMON: Any opposed?

(No opposition.)

CHAIRMAN JARMON: Next item, 1948 East Harold Street. Property has been developed. And they are going to send me the certificate of occupancy.

Can I get a recommendation?

MR. KOONCE: Motion to approve subject to receipt.

MS. CUNNINGHAM: They have a purchase on the mortgage, right?

CHAIRMAN JARMON: No. We are on 1948 East Harold.

MS. CUNNINGHAM: I'm sorry.

MR. KOONCE: It's a structure.

CHAIRMAN JARMON: It's already developed. Bill went out and did the picture today. I am waiting for certificate.

MR. PADILLA: There is a motion on the
floor contingent on certificate of the
completion.

CHAIRMAN JARMON: Yes.

MR. PADILLA: Second.

CHAIRMAN JARMON: All in favor?

(Ayes.)

CHAIRMAN JARMON: Any opposed?

(No opposition.)

CHAIRMAN JARMON: Last item, 2122 East
Arizona Street.

(Applicant approached podium.)

CHAIRMAN JARMON: You are here.

MS. O'BRIEN: I have a hearing problem.

CHAIRMAN JARMON: Can you hear me?

You are trying to sell your property
along with the lot that you received from us.

MS. O'BRIEN: Correct.

CHAIRMAN JARMON: It had a self-mortgage
against the title.

MS. O'BRIEN: Yes.

CHAIRMAN JARMON: For $15,000.

MS. O'BRIEN: Yes.

CHAIRMAN JARMON: You would have to pay
what the balance of that mortgage is.
MS. O'BRIEN: That's correct.

MR. RODRIGUEZ: Would ask that --

CHAIRMAN JARMON: What happened?

MR. RODRIGUEZ: Like to move we provide
the certificate of completion with the
satisfaction of mortgage at settlement and a
removal of fence.

CHAIRMAN JARMON: So, they are asking
that you remove the fence. You are selling?

MS. O'BRIEN: Yes.

CHAIRMAN JARMON: Do you know if the
person is developing, going to build?

MS. O'BRIEN: He is.

CHAIRMAN JARMON: He can just remove the
fence.

MS. O'BRIEN: Okay.

CHAIRMAN JARMON: You said to remove the
fence and what else?

MR. RODRIGUEZ: Just satisfy the
mortgage.

MS. CUNNINGHAM: Second.

CHAIRMAN JARMON: All in favor?

(Ayes.)

CHAIRMAN JARMON: Any opposed?
(No opposition.)

CHAIRMAN JARMON: It was approved. Let me know when the fence is removed.

MS. O'BRIEN: Okay.

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(At this time, a discussion was held off the record.)

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CHAIRMAN JARMON: Like to add the Minutes from last month's agenda, September 11.

MR. RODRIGUEZ: So moved.

MS. CUNNINGHAM: Second.

CHAIRMAN JARMON: Meeting is adjourned.

(At this time, the VPRC Meeting adjourned at 11:44 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

(The foregoing certification of this transcript does not apply to any reproduction of the same by any means, unless under the direct control and/or supervision of the certifying reporter.)
Vacant Property Review Committee
October 9, 2018

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