



City of Foley, AL

Amended

407 E. Laurel Avenue
Foley, AL 36535

Signature Copy

Resolution: 18-1149-RES

File Number: 18-0303

Enactment Number: 18-1149-RES

A resolution to approve the sale of the Cactus Cafe/Historic Foley Bakery Building

WHEREAS, The City has received five offers for the purchase of the Cactus Cafe/Historic Foley Bakery Building from Azalea Fund, Mark White (owner of Moe's BBQ), Katapult Properties, Dyas, LLC and Michael Gunnels.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

SECTION 1: Approves the sale of the Cactus Cafe/Historic Foley Bakery Building to Azalea Fund in the amount of \$45,000, contingent upon removal of the request of a five (5) year lease guarantee and receipt of a non-refundable deposit.

SECTION 2: If the contingencies are met, authorizes staff to negotiate details relevant to a mutually acceptable purchase agreement and closing documents to present to the Mayor for signature.

SECTION 3: Appropriates \$40,000 (\$45,000 sales price, less \$5,000 estimated cost of sale), to account 100-1012-4800 sales of land & equipment.

SECTION 4: This Resolution shall become effective immediately upon its adoption as required by law.

PASSED, APPROVED AND ADOPTED this 18th day of June, 2018.



President's Signature

JW Tranel

Date

6-19-18

Attest by City Clerk

Kathryn Taylor

Date

6-19-18

Mayor's Signature

A handwritten signature in blue ink, consisting of a large, stylized 'P' followed by a horizontal line.

Date

6/20/2018

Entity	Contact	Purchase price	Due diligence?	Commitment to completion	Anticipated spend	Reversionary clause?	Other
Azalea Fund	Courtney Brett 251-207-4094	\$ 45,000.00	6 months	18 months	\$1.0 to \$1.2m	no	Asking for city to lease a portion of the second floor. Entites efforts extend beyond building.
	courtney@casburnbrett.com						In discussion with potential tenants.
Mark White	Mark White 970-376-7848 markwhite@moesoriginalbbq.com	\$ 10.00	none. Just complete closing	1st floor 18 months	\$800k to \$1.2m	yes	First floor would be his restaurant i.e. no tenant questions for 1st floor.
Kataput Properties	Jeremy Friedman C. 251-747-9111 O. 251-929-9295 jeremy@kataputproperties.com	\$ 150,000.00	6 months, potentially 9 months.	none specified	not stated	no	This developer is active in Foley. Currently building out Victoria Place.
Dyas Ilc	Craig F. Dyas 251.990.6000 (o)	\$ 140,000.00	2 months AFTER hazemat is cleared by the city.	none specified	\$1.5m	no	Requires city to finance \$1.5m for 40 years (be their bank), and they will not initiate payback until the 7th month of the first tenant occupancy. Requires city to pay 5% commission on the "deal" price.
	251.422.6000 (c)						City must make property free of all hazardous material and debris.
	cfid@dyasilc.com						Abate all property and sales taxes for 40 years.
							Requires public parking to be converted to exclusive parking for them.
							Must allow for up to 5 floors.

Michael Gunnels

Proposal for Cactus Cafe Bldg.

June 15th, 2018

Mission

To bring a new restaurant to the Downtown Foley, one with a vibrant energy both day and night, appealing to both tourists and locals alike.

Ownership of building

Ownership of the Cactus Cafe bldg. would remain with the City of Foley, with Michael Gunnels having control of the building for a period of 10 years.

Financial

I have several individuals wishing to remain anonymous that will provide financial backing and renovation costs.

Plan

To restore the lower building space into a restaurant, with the upper level eventually hosting boutiques for local business owners wishing to rent space.

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To restore the lower building space into a restaurant, with the upper level eventually hosting boutiques for local business owners wishing to rent space.

Mark White (Owner of Moe's BBQ)

970.376.7848 | markwhite@moesoriginalbbq.com

5/15/2018

Mike Thompson
City Manager
City of Foley
407 East Laurel Avenue
Foley, AL 36535

Dear Mike Thompson:

I wish to pursue rehabbing and putting into operation a first class eating and drinking establishment in downtown Foley. It's my understanding that the City owns the Cactus Café Building located at the corner of Alston and US 98 and is registered as a participating historical building. This building has been vacant for 10 plus years and will have to be totally redone stripped down to the studs and new HVAC and Ducting, Electrical and Meters Ceilings, Lighting, Windows, Bathrooms and Fixtures to name some of the major items that will need to be totally replaced. Our estimated cost to get the lower level operational and the upper level stabilized for rehabbing later ranges from a cost of \$800,000 to \$1,200,000 million based on work that needs to be done to get the facility up to code.

Despite all of this I would be willing to undertake this project if the City would consider the following:

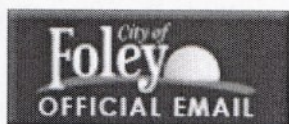
- A. Sell the Building to me or my company for \$10.00 dollars under the following conditions
- B. I would be required to have the lower level of the building operating as an eating /drinking establishment within 18 months from the date that all permits and plans have been approved through the City's Community Development Team and Historic Board.
- C. Would be allowed outdoor seating that would run along 98 and Alston Street with awnings
- D. Would be allowed to utilize neon in the signage like the original Cactus Café Blade Sign that was removed.
- E. Second level would be required to be stabilized only and would be up to me on when any additional improvements took place.
- F. Building permit fees will be waived for the city of Foley.
- G. Agreement would include a reversionary clause that gave the City the option to reclaim the building with improvements if I fail to open to the Public fully stocked within the time described above. Would also be required to provide monthly updates to the City on the construction schedule so progress could be monitored.
- H. Economic Impact Estimated: Facility will create 15 to 20 jobs, when stabilized restaurant will generate between \$ 1,000,000 to \$ 1,500,000 million in sales annually creating \$ 35,000 to \$ 45,000 annually to the City in sales tax collection plus business License revenues. Increase traffic downtown and increase sales for other downtown businesses, as well as attract additional businesses to locate downtown. It will also act as an Anchor to improve Branding and perception

of Foley and its downtown helping preserve the historical heritage of one of the City's key building's.

- I. This offer will expire June 15, 2018 and its my sincere intention to have the Cactus Café lower level opened to the Public by the Summer or late Spring of 2019 .

Sincerely,

Mark White



Michael Thompson <mthompson@cityoffoley.org>

(no subject)

3 messages

Michael Thompson <mthompson@cityoffoley.org>
To: Mark White <MarkWhite@moesoriginalbbq.com>

Fri, Jun 1, 2018 at 3:46 PM

Hi Mark,

Thanks for the proposal on the Cactus. I am very excited about the possibility of you bringing a restaurant venue to historic downtown. This has taken a bit longer than expected regarding the cactus, but we are planning to discuss your proposal and 2 others in our second meeting of June which is on June 18th. Your proposal identified a June 15th time frame for the decision to made, so I wanted to make sure that council coming to conclusion on the 18th rather than by the 15th would be acceptable to you.

regards,
Mike

Mark White <markwhite@moesoriginalbbq.com>
To: Michael Thompson <mthompson@cityoffoley.org>

Sat, Jun 2, 2018 at 12:43 PM

I don't really know why we put a date on it, how ever long it takes is fine I certainly realize coming to a conclusion will take some time.

Mark White
970.376.7848
markwhite@moesoriginalbbq.com

6423 Bayfront Park Drive
Daphne, Alabama 36526
251.625.7427

20733 Miflin Road
Foley, Alabama 36535
251.923.0079

701 Spring Hill Avenue
Mobile, Alabama 36602
251.410.7427

4672 Airport Boulevard
Mobile, Alabama 36608
251.410.6377

25603 Perdido Beach Boulevard
Orange Beach, Alabama 36561
251.981.7427

3385 Schillinger Road N Suite 1
Semmes, Alabama 36576
251.410.7428

[Quoted text hidden]

Michael Thompson <mthompson@cityoffoley.org>
To: Mark White <markwhite@moesoriginalbbq.com>

Sat, Jun 2, 2018 at 3:48 PM

Ok thanks Mark. We don't plan to stretch this out. Really we have two viable offers, yours and one other and council has just recieved them both. So I want them to have some time to review. We should have a decision on the 18th.

Mike

[Quoted text hidden]

DYAS, L.L.C.

COMMERCIAL REAL ESTATE & DEVELOPMENT

LETTER OF INTENT

IT IS THE 'INTENT' OF DYAS, L.L.C., AGENT, ('PURCHASER'), TO ENTER INTO A *DEFINITIVE PURCHASE AGREEMENT* W/ THE CITY OF FOLEY, ("SELLER"), FOR THE PURCHASE AND SALE OF 118 WEST LAUREL AVE., FOLEY, BALDWIN COUNTY, ALABAMA AND MORE PARTICULARLY DESCRIBED HEREIN BELOW, BASED ON THE FOLLOWING TERMS AND CONDITIONS::

PROPERTY: BALDWIN COUNTY TAX PARCEL # - 05-54-09-29-1-101-014.000

DESCRIPTION: A MASONRY BUILDING CONSISTING OF TWO STORIES, APPROXIMATELY 5,000 SQ. FT. PER STORY, THE LOWER OF WHICH WAS THE PREMISE OF CACTUS CANTINA LAST AND THE SECOND OF WHICH WAS LAST RESIDENTIAL APARTMENTS;

SALE PRICE: \$140,000.00;

FINANCING: SELLER SHALL PROVIDE TO PURCHASER, OR GUARANTEE FBO PURCHASER, AT PURCHASER'S DISCRETION, FINANCING IN AN AMOUNT NOT TO EXCEED \$1,500,000.00 WITH TERMS AS PROPOSED HEREIN OR AS AGREED UPON OTHERWISE BY PURCHASER:

- TERM - 40 YEARS
- RATE - NOT TO EXCEED 3.5%;

DEBT REPAYMENT SHALL COMMENCE IN THE SEVENTH MONTH IMMEDIATELY FOLLOWING THE OCCUPANCY OF THE FIRST FLOOR BY A COMMERCIAL 'MARKET' TENANT;

ABATEMENTS: THE SELLER SHALL ABATE ALL AD VALOREM, SALES, LODGING, ETC. TAXES OF WHICH THE CITY OF FOLEY IS TYPICALLY ENTITLED, FROM THE REHABILITATION AND OPERATION OF PROPERTY UNTIL LOANS TO, OR GUARANTEED BY, THE CITY OF FOLEY ARE PAID IN FULL;

DELIVERY: SELLER SHALL BE RESPONSIBLE FOR DELIVERING PROPERTY TO PURCHASER AT CLOSING, FREE AND CLEAR OF ANY HAZARDOUS MATERIALS AND ALL DEBRIS IDENTIFIED BY PURCHASER. FURTHER, SELLER SHALL ENGAGE DYAS CONSTRUCTION MANAGEMENT, L.L.C. AS ITS' CONSTRUCTION MANAGER FOR THE DETERMINATION OF AND ABATEMENT OF ANY AND ALL HAZARDOUS MATERIALS AND SAID DEBRIS;

23210 U. S. HIGHWAY 98, SUITE A-3, FAIRHOPE, ALABAMA 36532
TELEPHONE (251) 990-6000 FACSIMILE (251) 990-8807
WEB: [HTTP://WWW.DYASLLC.COM](http://www.dyasllc.com)

DELIVERY OF DOCUMENTS:

SELLER, WITHIN 15 DAYS OF FULL EXECUTION OF *DEFINITIVE PURCHASE AGREEMENT*, SHALL DELIVER TO PURCHASER, ALL STUDIES, APPRAISALS, CONTRACTS OF PERFORMED WORK, HISTORIC STUDIES AND OR PHOTOS, BUILDING PLANS AND ANY OTHER DOCUMENTS AS THEY MAY RELATE TO SUBJECT PROPERTY, WHICH MAY ALLOW FOR PURCHASER IN-DEPTH INSIGHT TO ANY PITFALLS OR HIDDEN COSTS WHICH MAY BE IDENTIFIED BY SAME, AS WELL AS THEIR ASSISTANCE IN DEFINING THE FUTURE OF PROPERTY;

DUE DILIGENCE:

PURCHASER SHALL HAVE THE PERIOD OF HAZMAT ANALYSIS AND REMEDIATION/ABATEMENT, PLUS 60 DAYS, TO CONFIRM ACCEPTANCE OF PROPERTY FOR THE FEASIBILITY OF RESTORATION AND RE-EMPLOYMENT. IN THE EVENT IT IS DETERMINED PROPERTY AND MARKET CONDITIONS BEAR TOO GREAT A RISK FOR PROPOSED UNDERTAKING, PURCHASER SHALL NOTICE SELLER OF SAME AND WITHIN 30 DAYS, REMOVE ANY AND ALL OF PURCHASERS BELONGINGS AND VACATE PROPERTY WITH NO ADDITIONAL

PARKING:

SELLER SHALL MAKE ALL PARKING ADJACENT TO PROPERTY, AND ANY OTHER PROPERTY ACQUIRED BY PURCHASER, EXCLUSIVE TO THE TENANTS AND PATRONS OF LESSEES AND OWNERS OF SUBJECT PROPERTY;

TITLE:

SELLER SHALL, WITHIN 30 DAYS OF FULL EXECUTION OF A *DEFINITIVE PURCHASE AGREEMENT*. CAUSE TO BE DELIVERED TO PURCHASER A COMMITMENT OF TITLE, INSURING THE PROPERTY FOR THE FULL PURCHASE PRICE, PLUS COMPLETED IMPROVEMENTS, BY A TITLE COMPANY LICENSED TO INSURE TITLE IN THE STATE OF ALABAMA AND ACCEPTABLE TO PURCHASER;

**SURVEY/ ESTABLISHMENT
OF PROPERTY LINES:**

WITHIN 15 DAYS OF FULL EXECUTION OF A *DEFINITIVE PURCHASE AGREEMENT*, SELLER SHALL PROVIDE TO PURCHASER ANY AND ALL SURVEYS, PROPERTY MAPS OR THE LIKE FOR REVIEW OF SAME BY PURCHASER;

ASSIGNMENT:

THIS *LETTER OF INTENT* AND THE SUBSEQUENT *DEFINITIVE PURCHASE AGREEMENT* IS/WILL BE ENTERED INTO BY DYAS, L.L.C YET THE PERFORMING ENTITY SHALL BE OTHER THAN DYAS, L.L.C. THUS THIS DOCUMENT AND ANY FUTURE CONTRACTS OR ADDENDUMS MAY BE ASSIGNED BY DYAS, L.L.C.;

'No-shop':

SELLER, UPON THE ENTERING INTO THIS LETTER OF INTENT, WHILE

NOT BINDING UNTIL SUCH TIME AS THE FULL EXECUTION OF THE *DEFINITIVE PURCHASE AGREEMENT*, SHALL NOT SHOP THIS PROPOSED AGREEMENT UNTIL SAME IS TERMINATED IF SO DONE;

**HISTORIC PRESERVATION/
RESTORATION:**

IT IS THE INTENT OF PURCHASER TO RESTORE SUBJECT PROPERTY IN KEEPING WITH ITS' HISTORY. TO THAT END, ALL CONTRACTORS ON-SITE SHALL BE OVERSEEN BY AN EXPERIENCED GENERAL CONTRACTOR WITH EDUCATION AND TRAINING IN A NATIONALLY RECOGNIZED HISTORIC PRESERVATION AND RESTORATION PROGRAM.

PURCHASER SHALL BE ALLOWED TO ADD ADDITIONAL FLOORS TO SUBJECT PROPERTY, WHICH MAY AND MAY NOT HAVE BALCONIES, AT PURCHASER'S SOLE DISCRETION, NOT TO EXCEED A TOTAL OF FIVE (5) FLOORS. IN THE EVENT PURCHASER DOES, IN FACT, MAKE SUCH AN ADDITION/S, ARCHITECTURE WILL BE PROVIDED BY AN ARCHITECT WELL VERSED IN HISTORIC *REPRODUCTION* AND SAID ARCHITECTURAL DRAWINGS WILL BE REVIEWED BY THE FOLEY HISTORIC COMMISSION FOR COMMENT ONLY;

COMMISSION:

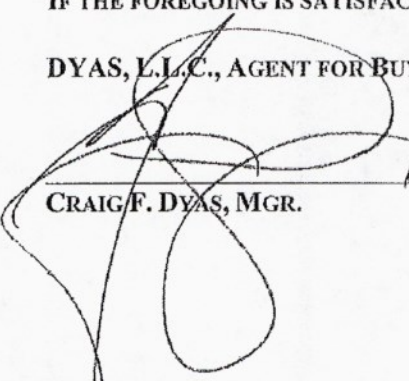
SELLER SHALL AGREE TO PAY PROCURING BROKER, DYAS, L.L.C., A SALES COMMISSION EQUAL TO FIVE PERCENT (5%) OF THE GROSS 'DEAL' PRICE;

NOTHING HEREIN SHALL REPRESENT A COMMITMENT OF EITHER PARTY TO CONSUMMATE THE TRANSACTION CONTEMPLATED HEREIN. UNTIL THE EXECUTION OF A *DEFINITIVE PURCHASE AGREEMENT*, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY REPRESENTATION, OR MATTER, STATED HEREIN.

IF THE FOREGOING IS SATISFACTORY TO SELLER, PLEASE ACKNOWLEDGE BY SIGNING BELOW.

DYAS, L.L.C., AGENT FOR BUYER

CITY OF FOLEY, AL


CRAIG F. DYAS, MGR.

04/03/18
DATE

JOHN KONIAR, MAYOR

DATE



June 4, 2018

City of Foley
Attn: Rachel Keith
407 E. Laurel Ave
Foley, AL 36535

Via email

Re: 118 W Laurel Ave

Rachel,

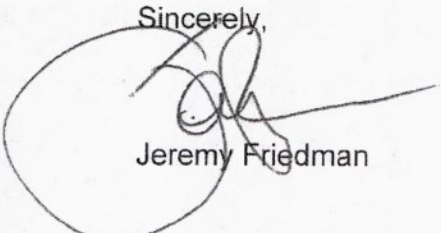
Please find the attached offer to purchase the former "Cactus Café" building located at 118 West Laurel Ave. This is a project that we are very excited to tackle.

As you are aware, this site has many environmental and conditional challenges that will take considerable investment of time and money to complete. We believe the purchase price is appropriate considering the additional investment needed. In the contract we have taken the responsibility of all closing costs so that the city will not incur any costs related to the transfer.

I am aware that the city has an interest in the ultimate use of the property, however, at this time, we cannot guarantee a specific use or user. The general plan is for a mix of restaurant and/or retail on the ground floor, and short or long-term residential rental and/or office on the second floor. While we do have some specific users in mind, it is our experience that with a project of this size and length of timeline it is likely that plans will change multiple times before the end of the project.

As stated, we are very excited about this project and look forward to working with the City to renovate such an interesting, beautiful and historically significant part of the Foley downtown. If you have any questions or comments, please do not hesitate to give me a call or email.

Sincerely,



Jeremy Friedman

STATE OF ALABAMA

§

COUNTY OF BALDWIN

§

§

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT OF PURCHASE AND SALE (this "Agreement") is entered into this ____ day of _____ 2018, by and between **CITY OF FOLEY** ("Seller"), and **KUDZU VENTURES, LLC AND/OR ASSIGNS** ("Buyer").

1. **SALE AND PURCHASE.** Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller fee simple interest in 118 W Laurel Ave including all improvements, personal property and equipment, located in Foley, AL, which is more particularly described on Exhibit A, which is attached hereto and incorporated herein by this reference. ("Property")

2. **PURCHASE PRICE.** The purchase price to be paid by Buyer to Seller for the Property shall be One Hundred Thousand Dollars (\$100,000.00) (the "Purchase Price"), which shall be due and payable and paid by Buyer to Seller as follows:

(a) **Earnest Money Deposit.** Within three (3) days of the Effective Date, One Thousand and no/100 Dollars (\$1,000.00) (the "Earnest Money Deposit") shall be deposited with Gulf Shores Title (the "Escrow Agent"). This Agreement shall constitute a binding contract upon receipt of the Earnest Money Deposit by the Escrow Agent and this agreement is signed by both Buyer and Seller.

(b) **Balance of the Purchase Price.** Buyer shall pay by certified funds or federal wire transfer to an account designated by the Escrow agent, an amount (the "Cash to Close") equal to the Purchase Price less the Earnest Money Deposit, subject to the closing costs and adjustments as set forth in paragraph 10.

3. **EVALUATION PERIOD.** Buyer shall have a period commencing on the date of a fully executed Agreement (the "Effective Date") and ending One Hundred Eighty (180) days thereafter to inspect the Property including but not limited to the Due Diligence items described on Exhibit "B" in the Seller's possession (the "Evaluation Period"), to make and conduct any and all investigations, tests, engineering evaluations, economic feasibility evaluations, design evaluations, review of county real estate taxes, building code and zoning records pertaining to the Property, and any other tests, studies, or evaluations which Buyer may, in its sole discretion, deem necessary or desirable in order to evaluate the Property. Buyer or Buyer's agent and contractors shall have the right of access to the Property at any reasonable time during business hours for such studies to be conducted. All studies and tests made or conducted by or for Buyer shall be at Buyer's sole cost and expense. Buyer agrees to indemnify and hold Seller harmless from and against any and all liability, claims, damages, causes of action, costs and expenses that Seller may incur or suffer arising from or directly related to Buyer's inspection and testing of the Property hereunder, which indemnity agreement will survive the Closing or termination of this Agreement, as appropriate. If

Buyer determines, in Buyer's sole discretion, that the Property is suitable for its anticipated use, written notification of such acceptance may be given (the "Notice to Proceed") and the Earnest Money Deposit shall then be non-refundable and credited against the Purchase Price at Closing. If no such Notice to Proceed is given within such Evaluation Period, the Buyer shall be deemed to have elected to proceed and the Earnest Money Deposit shall then be non-refundable and credited against the Purchase Price at Closing. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable, then Buyer shall give written notification of such to Seller prior to the expiration of the Evaluation Period and the Earnest Money Deposit shall then be refunded to the Buyer ("Notice Not To Proceed").

With written notice by Buyer to Seller prior to the expiration of the Evaluation Period, and each subsequent Additional Evaluation Period, Buyer shall have three (3) Additional Evaluation Periods commencing upon expiration of the Evaluation Period and ending thirty (30) days thereafter for continued inspection ("Additional Evaluation Period"). If Buyer determines, in Buyer's sole discretion, that the Property is suitable for its anticipated use, written notification of such acceptance may be given (the "Notice to Proceed") and the Earnest Money Deposit shall then be non-refundable and credited against the Purchase Price at Closing. If no such Notice to Proceed is given within such Additional Evaluation Period, the Buyer shall be deemed to have elected to proceed and the Earnest Money Deposit shall then be non-refundable and credited against the Purchase Price at Closing. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable, then Buyer shall give written notification of such to Seller prior to the expiration of the Additional Evaluation Period and the Earnest Money Deposit shall then be refunded to the Buyer ("Notice Not To Proceed").

4. CONVEYANCE OF SUBJECT PROPERTY. Provided that Seller has received the Purchase Price and all other sums due and owing from Buyer to Seller under this Agreement and provided further that Buyer has satisfactorily completed all of Buyer's obligations under this Agreement, at the time of the Closing hereunder, Seller shall convey title to the Property to Buyer by Warranty Deed, free of all encumbrances except as permitted in this Agreement (the "Permitted Exceptions"). As used herein, the term "Permitted Exceptions" shall mean any (i) Title Defect (as defined herein) shown or revealed by any title commitment procured by seller in accordance with paragraph 5 herein, (ii) matter of public record, or (iii) matter which would be revealed by an accurate survey, to which no timely objection is taken by Buyer prior to the expiration of the Evaluation Period. In addition, Permitted Exceptions shall include any other matters which Buyer waives, or is deemed to have waived hereunder, or which are permitted by the terms of this Agreement, or to which Buyer otherwise consents. Any Permitted Exceptions shall not be deemed to be Title Defects within the meaning of this Agreement. As used herein, "Title Defect" shall mean any exception other than a Permitted Exception which would render title unmarketable or otherwise adversely affect the Property, in Buyer's reasonable discretion.

If any title commitment or survey shall reveal a Title Defect to which Buyer makes objection prior to the expiration of the Evaluation Period, then Seller shall have the right (at Seller's sole option but Seller shall have no obligation) to take such action as may be necessary, at Seller's expense, to correct any Title Defect. If all such Title Defects timely objected to in writing by Buyer are corrected and remedied by Seller within five (5) business days after receipt of such timely written objection thereto from Buyer ("Cure Period") or agreed by Seller to be corrected or remedied on or prior to Closing, then this Agreement shall continue in full force and effect in the same manner and for all intents and purposes as if such Title Defect had never existed.

If any title commitment or survey shall reveal a Title Defect to which Buyer makes timely written objection prior to the expiration of the Evaluation Period, and Seller shall fail to remedy or agree to remedy such Title Defect within the Cure Period, then Buyer, at its election, shall either (the following rights shall be Buyer's sole and exclusive rights if Seller shall elect not to remedy or shall fail to remedy such Title Defects): (i) waive such uncured Title Defects, and accept such title as Seller is able to deliver subject to all uncured Title Defects, in which event the parties shall proceed with Closing under this Agreement in accordance with and subject to the terms and provisions hereof, without reduction in the Purchase Price, or (ii) terminate this Agreement, in which event the Earnest money deposit shall be refunded to Buyer, and thereupon this Agreement shall be and become null and void and all parties hereto shall be released from all further liability hereunder. Notwithstanding the foregoing, in the event that Closing occurs, Seller shall cure all objections that are monetary liens against the Property and all encumbrances that are placed on the Property by Seller after the date of this Agreement. Any such liens of record may be cleared and paid from Seller's closing proceeds.

5 TITLE INSURANCE. Buyer shall order within fifteen (15) business days of effective date, a commitment for standard form owner's title insurance policy, the cost of which to be borne by buyer, in the amount of the Purchase Price, insuring Buyer against loss on account of any defect or encumbrance in the title, subject to the Permitted Exceptions.

6. SURVEY AND SUBDIVISION. Seller shall provide within three (3) days of the effective date to Buyer a copy of its existing survey of the Property, if any.

7. REPRESENTATIONS OF SELLER. Seller represents and warrants to Buyer, as of the date hereof that the following are true and correct and each of the said representations shall be reaffirmed at Closing provided same are true and correct as of the date of Closing:

(a) Seller has and will convey good and indefeasible fee simple title to the Property, free and clear of any liens or encumbrances except for the Permitted Exceptions and has authority to contract and consummate the sale contemplated hereby without the joinder of any other person.

(b) To the best of Seller's knowledge, but without verification, no portion of the Property is affected by any special assessments.

(c) Seller has not received notice of any default, (nor is there any default), under any note or deed of trust or contract for deed related to the Property, and Seller covenants not to default thereunder nor to grant any liens, leases, easements, options, rights of refusal or contracts with respect to the Property during the term of this Agreement.

(d) Seller, to the best of Seller's knowledge, but without verification, has complied with all applicable laws, ordinances, and restrictions pertaining to or affecting the Property.

(e) Except as expressly mentioned in this Agreement or as may be imposed by the Permitted Exceptions, there are no agreements to which Seller is a party affecting the Property, and Seller will enter into no agreements affecting the Property without the prior written approval of Buyer so long as this Agreement shall remain in force and effect.

(f) There is no delinquent property tax, levy or assessment against the Property.

(g) Seller has received no written notice of any alleged violation of any fire, zoning, applicable comprehensive plans, building, health or environmental laws, regulations or rulings, whether federal, state or local, or of any other alleged violations of law which affect the Property.

8. AGREEMENTS OF SELLER AND BUYER. From the Effective Date of this Agreement until the Closing, the Seller shall:

(a) Not permit, within its knowledge, any hazardous or environmentally sensitive material to be handled, stored, treated, or disposed of on the Property.

(b) Permit the Buyer and any of Buyer's representatives to enter upon the Property to investigate the condition of the Property, including without limitation in order to conduct inspections, make analysis, take core drillings and/or other intrusive samples, to conduct any environmental site assessment, and to perform such activities as the Buyer may deem appropriate.

(c) Promptly notify the Buyer of any material change in respect of the Property and its condition or any information furnished to the Buyer in respect of the Property, including without limitation, any change that would affect this Agreement.

(d) Not sell, assign, or convey any right, title or interest to the Property or allow any real estate procedural modifications affecting the Property or any part thereof, without the Buyer's prior written consent, so long as this Agreement shall remain in force and effect.

10. CLOSING. The Closing ("Closing") to take place at Gulf Shores Title Company 305 N Cedar St Foley, AL 36535 No later than thirty (30) days after expiration of Evaluation Period, Additional Evaluation Period if any, or Buyer's Notice to Proceed.

(i) **Seller's Obligations at Closing.** At Closing, Seller shall deliver to Buyer the following documents:

(a) **Deed.** Warranty Deed shall be executed by Seller conveying the Property to Buyer, subject to no exceptions other than the Permitted Exceptions of this Agreement.

(b) **Foreign Persons.** An affidavit of Seller certifying that Seller is not a "foreign person," as defined in the federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act, as amended.

(f) **Seller's Affidavit** used in executed by the Seller stating that Seller has caused no repairs or improvements to be made to the Property within the appropriate statutory period prior to Closing which remain unpaid at the time of Closing, except for work for which lien waivers have been obtained; that to Seller's knowledge there are no judgments, bankruptcies, liens, leases or other claims arising from Seller against the Property or against Seller that would create an encumbrance on upon the Property, except as otherwise specified herein, including the Permitted Exceptions. The affidavit called for herein shall, in any event, be sufficient to induce the title company to issue its owner's policy without exception for mechanic's and materialmen's liens, at its standard rates.

(g) Other Documents. All other documents that both the Seller's and Buyer's attorneys and the Title Company may reasonably require to properly consummate this sale.

(ii) Buyer's Obligation at Closing. At Closing, Buyer shall deliver to Seller the following:

(a) Purchase Price. The Purchase Price by certified funds or wire transfer of immediately available funds, less the Earnest Money held by the Escrow Agent.

(c) Other Documents. All other documents that the Seller's and Buyer's attorneys or the Title Company may reasonably require to properly consummate this sale.

(iii) Closing Costs. Buyer shall pay all closing settlement (escrow) costs, owner's title insurance policy, deed preparation, transfer fees and the deed recordation fee. Each party shall be responsible for the payment of its own attorneys' fees.

11. REAL ESTATE COMMISSIONS AND DISCLOSURE. Buyer and seller warrants and represents that no agent, broker, or finder has acted for the Buyer or seller in connection with this Agreement or is entitled to compensation on account of the transactions contemplated hereby. One or more members of the Buying entity are licensed Alabama Real Estate agents.

12. DEFAULTS AND REMEDIES.

(a) If Seller has performed its covenants and obligations and is not otherwise in default hereunder, but Buyer has breached its covenants, warranties, representations, agreements, undertakings, or obligations or is otherwise in default hereunder and, as a result, is unable to consummate the purchase and sale contemplated herein at closing, then the remedies of Seller shall be to: (i) terminate this Agreement by giving Buyer written notice of termination, in which event the Earnest Money Deposit shall be forthwith paid to Seller by the Escrow Agent, and the parties hereto shall have no further rights or obligations to each other under this Agreement, either at law or in equity or otherwise (except as specifically stated herein to the contrary), or (ii) bring an action against Buyer for specific performance of its obligations hereunder purchase the Property from Seller, provided, however that Seller must file suit for specific performance within ninety (90) days after any alleged default, or else, the remedy of specific performance is waived and not available.

(b) If Buyer has performed its covenants and obligations and is not otherwise in default hereunder, but Seller has breached its covenants, warranties, representations, agreements, undertakings, or obligations or is otherwise in default hereunder and, as a result, is unable to consummate the purchase and sale contemplated herein at closing and if Seller fails to cure such breach or default within ten (10) days after notice thereof from Buyer, then the remedies of Buyer shall be to: (i) terminate this Agreement by giving Seller written notice of termination, in which event the Earnest Money Deposit shall be forthwith returned to Buyer, and the parties hereto shall have no further rights or obligations to each other under this Agreement, either at law or in equity or otherwise (except as specifically stated herein to the contrary), or (ii) bring an action against Seller for specific performance of its obligations hereunder to sell and convey the Property to Buyer, provided, however that Buyer must file suit for specific performance within ninety (90)

days after any alleged default, or else, the remedy of specific performance is waived and not available. .

13. NOTICES. All notices shall be in writing and shall be deemed effective when personally delivered to the address of the party to receive such notice set forth below if effected by telecopy, hand delivery or by Federal Express of similar courier service, or, whether actually received or not, when deposited in any post office or mail receptacle regularly maintained by the United States Government, certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to Seller: City of Foley
Attn:

Foley, AL 36535

Tel:

E-mail:

If to Buyer: Kudzu Ventures, LLC
Attn: Jeremy Friedman
19940 State Hwy 181
Fairhope, AL 36532
Tel: 251-929-9295
jeremy@katapultproperties.com

14. ASSIGNMENT. Buyer shall have the right to assign this Agreement without Seller's consent.

15. EXCHANGE COOPERATION. In the event Buyer is acquiring the Property as replacement property in connection with a deferred exchange or reverse exchange, Seller shall cooperate with Buyer in effecting such like kind exchange by Buyer pursuant to and in accordance with the provisions of Section 1031 of the Internal Revenue Code of 1986, as amended, and the Treasury regulations promulgated thereunder at no cost to Seller. Buyer acknowledges and agrees that Seller makes no and disclaims any representations concerning the suitability, qualification, or legal sufficiency of the Property for use in connection with any like kind exchange contemplated or consummated by Buyer. Seller's obligation to cooperate hereunder shall not preclude or otherwise prevent Seller from exercising or enforcing any rights which Seller has under this Agreement. This Agreement shall be freely assignable by Buyer so that the Buyer may meet all requirements of law with respect to "tax free exchanges." Buyer shall indemnify and hold Seller harmless from any liability or expense as a result of Buyer completing a tax free exchange. In no event shall Buyer's desire to accomplish a tax free exchange delay the Closing, and Seller shall not be required to take title to any 3rd party property.

Seller may desire to complete a tax free exchange under Section 1031 of the Internal Revenue Code in connection with the sale or purchase of the Property, in which event the Closing shall be coordinate with a qualified delayed exchange intermediary or a qualified exchange escrow

agent as the exchange facilitator with full powers to complete the exchange or a qualified exchange escrow agent. The exchange facilitator will instruct the Seller or Buyer as to the manner in which title shall be conveyed to the Buyer. There will be no additional expenses to the Buyer as the result of Seller completing a tax free exchange. Buyer agrees to cooperate with Seller and its exchange facilitator to allow the completion of the exchange. Seller shall indemnify and hold Buyer harmless from any liability or expense as a result of Seller completing a tax free exchange. In no event shall Seller's desire to accomplish a tax free exchange delay the Closing, and Buyer shall not be required to take title to any 3rd party property.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between Buyer and Seller regarding the Property, and supersedes all prior discussions, negotiations and agreements between Buyer and Seller, whether oral or written. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, or representation concerning the Property, expressed or implied, not specified herein.

17. AMENDMENT. This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby.

18. TIME OF ESSENCE. Time is of the essence of this Agreement. Any time period provided for in this Agreement that expires on a Saturday, Sunday, or legal holiday shall extend to the next full business day.

19. GOVERNING LAW. This Contract, and all of the rights and duties of the parties arising from or relating in any way to the subject matter hereof or the transaction contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Alabama (excluding any conflicts-of-law rule or principle that might refer the construction of this Contract to the laws of another jurisdiction); and all obligations of the parties created hereunder shall be performable in Baldwin County, AL. All parties to this Agreement agree and consent to the exclusive jurisdiction, for any legal proceeding involving anything pertaining to this Agreement, shall be in the Circuit Court of Baldwin County, AL. The prevailing party in a proceeding shall be entitled to an award of a reasonable attorney's fee and costs of court. Seller and Buyer hereby waive any right to trial by jury and any right to punitive damages on any claim, counterclaim, setoff, demand, action or cause of actions (a) arising out of or in any way pertaining or relating to this contract, or (b) in any way connected with or pertaining or related to or incidental to any dealings of the parties hereto with respect to the contract or in connection with the transactions related thereto or contemplated thereby or the exercise of either party's rights and remedies thereunder, in all of the foregoing cases whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise. Seller and Buyer agree that either party may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement of each party irrevocably waiving their right to trial by jury and to punitive damages, and that any dispute or controversy whatsoever between Seller and Buyer shall only be tried by a judge sitting without a jury.

20. EXPIRATION OF OFFER. In the event that Purchaser's written acceptance of this offer has not been delivered to Seller by 5:00PM Friday June 8, 2018 the same shall automatically become null and void and all obligations of the Purchaser hereunder shall be extinguished.

21. **COUNTERPARTS.** Any number of counterparts of this Agreement may be executed, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed and delivered as of the date first above written.

SELLER:

CITY OF FOLEY

Date of Execution: _____

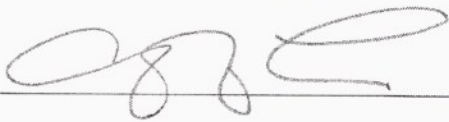
By: _____

Its: _____

BUYER:

KUDZU VENTURES, LLC

Date of Execution: 6-4-18

By: 

GEOFF LANE

Its: _____

A MANAGER

EXHIBIT "B"

DUE DILIGENCE ITEMS

- 1) Existing Survey of subject property if any
- 2) Any historical data pertaining to the buildings history including photographs in the seller's possession.
- 3) Copies of any reports by owner, third-party consultants or governmental entities concerning environmental, soil, civil, structural etc.
- 4) Existing title commitment with all appropriate backup documentation if any.
- 5) All information pertaining to roof replacement including but not limited to invoices and warranty information.

AZALEA FUND

Mobile County | 251-207-4094 | courtney@azaleafund.com

Baldwin County | 251-301-9969 | leah@azaleafund.com

June 1, 2018

Mayor John Koniar
C/O Mike Thompson, City Administrator
City of Foley
407 East Laurel Avenue
P.O. Box 1750
Foley, AL 36535

Dear Mayor Koniar,

Please accept this letter as our statement of intent to purchase, restore, and develop the building at 118 West Laurel Avenue (The Bakery Building).

We have a vision and plan for the economic and cultural renaissance of Historic Downtown Foley, which includes preserving and protecting the historic Bakery Building and installing businesses that will contribute to job creation, foot traffic, and destination appeal for locals and tourists alike.

Our vision is larger than a single building or tenant – our strategy is to aggregate a series of significant projects within a two block radius of the Bakery Building, in our efforts to establish lasting and meaningful revitalization for an entire district.

Our preferred tenants for the ground floor of the Bakery Building are either a small local grocery store with an integrated Café, or a full-service restaurant with an integrated artist gallery. We are currently in talks with an operator of each concept.

Our preferred tenants for the upper floor are an open loft co-work space for professionals and non-profit organizations, and two residential apartments. We are in talks with co-work

space operators, satellite university programs, and a local group interested in launching an artist in residence program.

A carefully balanced tenant mixture, such as the one we are proposing, is necessary to realize this unprecedented renewal of the downtown district. As the first project in a series, initial rent rates at the Bakery Building must be low enough to attract the tenants who will bring energy and vitality to downtown. We plan to achieve this ambitious mission through restricted personal profits, federal incentives programs, and low property acquisition costs.

With this in mind, we respectfully request the Foley City Council consider our offer of forty-five thousand dollars (\$45,000.00) for the structure in its current condition. This value is included in our proposed total investment of between one million dollars and one million two hundred thousand dollars (\$1,000,000.00-\$1,200,000.00) in the Bakery Building. We expect the Bakery Building to be the first in an estimated five million dollars (\$5,000,000.00) total investment in Downtown Historic Foley to be realized over the next few years with the involvement of several strategic partners.

We will work diligently, and with full transparency, to bring the Bakery Building back to its historic glory within eighteen months of the date of ownership. We take our community stewardship very seriously and commit with this offer to require a community pledge of each tenant, and to convey a portion of our limited personal profits from the development back to the neighborhood.

Upon approval of the offer included in this Letter of Intent, we request the City of Foley execute a mutually acceptable purchase agreement including, but not limited to, the following terms and conditions:

We require a six month due diligence period to complete all required federal and state applications, formalize the tenant leases, prepare as-built documents, and complete architectural/engineering plans.

We request the City of Foley offer (a) a guaranteed lease of 2500 SF within the building for 5 years at market rate to be used as City offices in the event that our preferred professional co-work tenant is not immediately available; (b) the formation of a Cooperative District to encompass the Bakery Building and our tandem developments in

Historic Downtown Foley; (c) issue a Façade Grant for the building; and (d) waive all municipal permit, impact, and associated development fees.

This offer is conditioned on full project financing, including New Markets Tax Credits, Historic Tax Credits, and private lending.

For more information about Azalea Fund, our track record with social impact design, and our commitment to excellence in community revitalization, please see the attached booklet.

Thank you for your consideration. We are extraordinarily hopeful about the future of Foley, and look forward to the opportunity to work with the City's leadership and the local community to celebrate and revitalize Historic Downtown Foley.

Sincerely,

Courtney Brett & Leah Reddick

Azalea Fund



we
are
**Azalea
Fund**
&
we
design
**social
impact**

Courtney Casburn Brett, RA, AIA, NCARB is America's youngest entrepreneur-architect. She's built a powerhouse design firm focused on creative problem solving, which has rapidly grown to celebrate successful projects in almost a dozen states. **Leah Shelton Reddick**, EIT has built her career on helping Alabama communities. From public service to private sector, she has the experience needed to quickly cut through red tape and deliver solutions that enhance neighborhoods on multiple levels. **Through their writing, speaking engagements, and mentorships** they share their enthusiasm for the possibilities of design thinking in our culture. As an architect, Courtney strives to improve the systems, experiences, and built environment that coalesce to positively impact everyday lives. With her engineering background, Leah continually refines the team's solutions, attaining sustainable results for both businesses and communities.

The Azalea Fund

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2 Things About Azalea

Our definition of design has everything to do with people, not buildings.

We both identified professions in design at early ages because we understood it to be an opportunity to physically shape the world around us into a better place to live. Through Courtney's experience at the Rural Studio, she grew to appreciate the value of design as a tool for solving all kinds of cultural and social problems (both systematic and situational). [image 1] Upon her graduation, she joined SOM's research based Education Lab and Healthcare Studio to better explore learning environments as the 'third teacher' and the impact of environment on healing. [image 2] Through Leah's extensive volunteer efforts, she has seen the impact of positive change first hand. From pitching in on large church renovations and mission projects to multiple Habitat for Humanity builds, she understands that community improvement starts with the people, not the buildings. During one particularly unique assignment for a Park Authority created by two adjacent cities, she was able to bring together off-highway vehicle enthusiasts in the surrounding areas in support of a 2,800 acre recreational park featuring off-highway trails, campgrounds, and an Educational Welcome Center. [image 3] Regardless of the shape of a community, Leah has a track record of diving in to understand the intricacies needed for design. [image 4] Today, we challenge our clients to tear apart their expectations, and redefine every design opportunity in a framework that positively impacts all users and stakeholders.



Photo Credit: Timothy Hursley, Rural Studio



Photo Credit: Skidmore, Owings, Merrill LLP



Photo Credit: Joe Songer, The Birmingham News



Photo Credit: Top Trails

Our business model is purpose- not profit-driven.

It all started in a budget hotel room we were sharing to save a client a little money. We started dreaming about how our collaborative work could be improved, making our lives a little easier in the process. This brainstorming session led to bigger and bigger conversations about development done better. We discovered that we share the same drive to do good in the world, and the belief that change starts right here - with us. The focus was shifting from making our lives easier, to making life better for others through a new way of thinking. A year later, Azalea Fund was born to tackle this notion of development done better. To do this, we strategically seek projects where impact can be amplified. Inspired by the TOMS One for One model, we promote tackling a sister project for each renovation project that we undertake. Through our version of the one for one model, change is multiplied rather than added. We approach blighted communities with a wider lens, looking for ways the entire street or neighborhood can be improved rather than singular properties. We are a for-profit business, but our model is not focused on the bottom line. We consider our work to be a calling and find great fulfillment in strengthening communities. We believe in using business for good. That's why we also return a portion of our profits back into the communities where we are working.

2 Things About Courtney

I am a high school dropout...and proud of it.

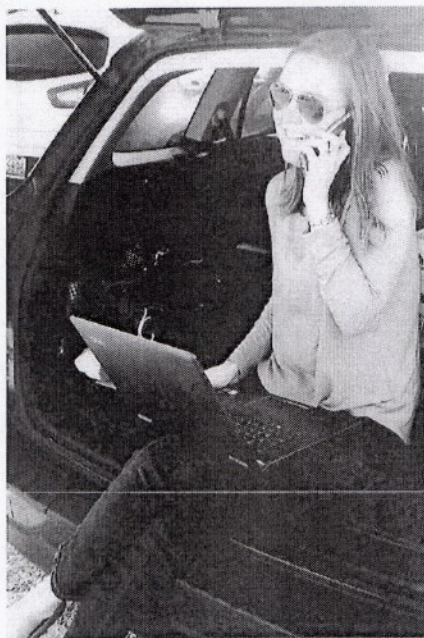
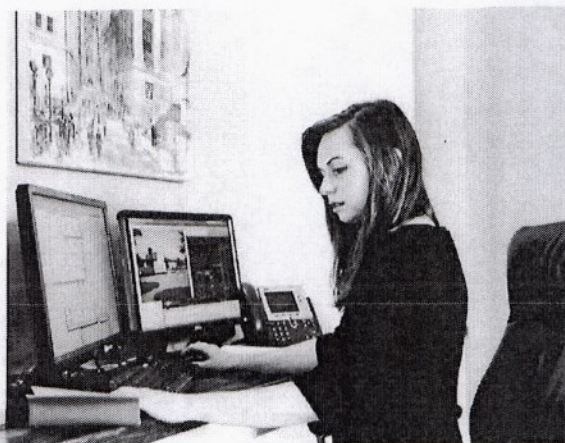
I was presented with the most incredible opportunity at the age of 14 - to quit high school and start college full time alongside 25 of my peers in Mary Baldwin College's Program for the Exceptionally Gifted. Purposeful, intellectual, and brimming with gumption, the women who grew up alongside me (to this day) humble me, challenge me, and support me in my efforts to tackle the world's ills head-on.

I'm happiest when...I am inspired, fascinated, and committed.

My pet project is recording the stories of 'Architecture's Ex-pats' - people who once desired careers as architects, and the big impacts they went on to have through related disciplines. I've been teased for reimagining parenthood as an opportunity to design the messy, wonder-

ful, and awe-inspiring connections my child makes with the world.

Through my service on AU SoA's Advisory Council, my State Board, and the NCARB I have the opportunity to redefine how architecture is studied and practiced. In every way I can engage purposefully with solutions to tough and unique issues, I am 'all in.'



2 Things About Leah

Social responsibility was instilled in me from an early age.

When I was 7, my family went on our first mission trip. It was a domestic trip, to a small church in Maryland. Our teams held camps for the neighborhood children and assisted with construction of a new church building. Everyone had a job, and every job was important. A small seed was planted in me there and watered year after year. With each new mission trip taken, I began to crave the impact that can be made when people are united toward a common goal.

I'm happiest when...I am balanced: both in brain and in life.

Engineers are typically branded as left-brained thinkers who lack the creative skills needed in this industry. While a large part of me is skilled in logic and order, an equal part of me thrives when given a creative outlet. Approaching problems with both sides of my brain allows me to design both beautiful and practical solutions. Just like balancing my brain, I am deeply satisfied when able to balance meaningful work with my other responsibilities as a wife, parent, and friend.

In The News:

AIA Wunderkind Courtney Brett Bridges Architectural Worlds, Curbed

Q&A: Architecture's Early Riser, Wall Street Journal

Design Prodigy, Business Alabama

Awesome Woman Alert: AIA's Youngest Member has Launched Her own Firm, Architizer

PRESS-REGISTER

Architizer™

WALL STREET
JOURNAL

CURBED



Courtney Casburn Brett
Social Impact Designer

Curriculum Vitae Summary

Founder & Creative Director | Casburn Brett Design Consulting Group | 2012-Present

Director of Design | DHS Ventures, LLC | 2010-2012

Architectural Professional | Skidmore, Owings & Merrill LLP | 2008-2010

Boards & Service

State Board Representative | National Council of Architecture Registration Boards | 2016-Present

Board Member | State of Alabama Board for Registration of Architects | 2016-Present

Member | Auburn University School of Architecture Professional Advisory Committee | 2015-Present

Member | Downtown Mobile Alliance Incentives Committee | 2015-Present

Director of Development | Architecture for Humanity NY | 2008-2010

Education

Student | Auburn University School of Architecture | BARCH 2007 with Honors

Student | Mary Baldwin College, Program for the Exceptionally Gifted | 2002-2004

In our work and everyday life Design is...

thought leadership in business

pg 5 How can productivity for all be boosted by accommodating parents in the workplace?

systemized philanthropic efficiency

pg 6 How can a city's non-profits work together to reduce expenses and push more of their (static) funding to causes?

environments without waste

pg 7 How do you meaningfully engage people with a temporary experience that does not result in truck-loads of waste?

unforgettable moments

pg 9 How do you convey the comforts of home with a user experience that must be built (and removed) in 24 hours?

access to basic resources

pg 10 How do you eradicate fresh food deserts in inner cities?

vibrant communities

pg 11 How do you bring vibrancy to a city that is shuttered for all but two weeks of the year?

socially responsible investments

pg 11 How do you balance the need for financially and socially responsible investments in the retail development market?

creative solutions.



Leah Shelton Reddick
Social Impact Coordinator

Curriculum Vitae Summary

Project Administrator | Smart Path Development & Construction, LLC | 2017-2018

Permit Coordinator | Alabama Department of Transportation | 2013-2015

Project Manager | C.D. Roberts Associates, PLS | 2012-2013

Probate Clerk | Talladega County Judge of Probate | 2011-2012

Engineering Intern | University of Alabama Department of Facilities | 2007

Boards & Service

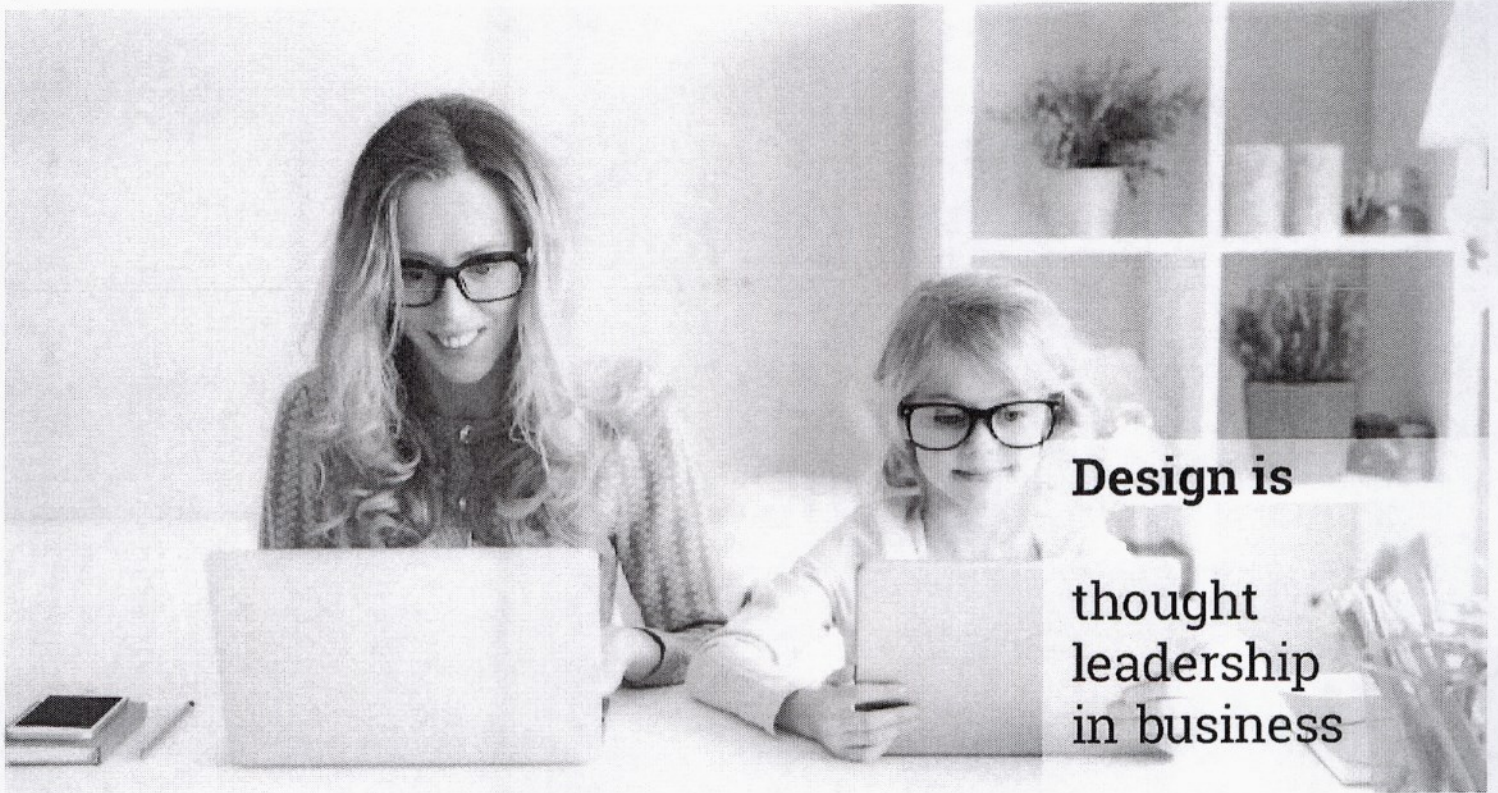
Board Member | Spanish Fort Presbyterian Church, U.S.A. | 2018-Present

Volunteer | Habitat for Humanity | 2008-Present

Mission Experiences | Lusby MD, Bowling Green KY, San Antonio TX, Indianapolis IN, Homestead FL, Dermott AR, Huffman AL, Washington DC, Chicago IL, Long Island NY | 1993-2005

Education

Student | University of Alabama College of Engineering | BSCE 2008



**Design is
thought
leadership
in business**

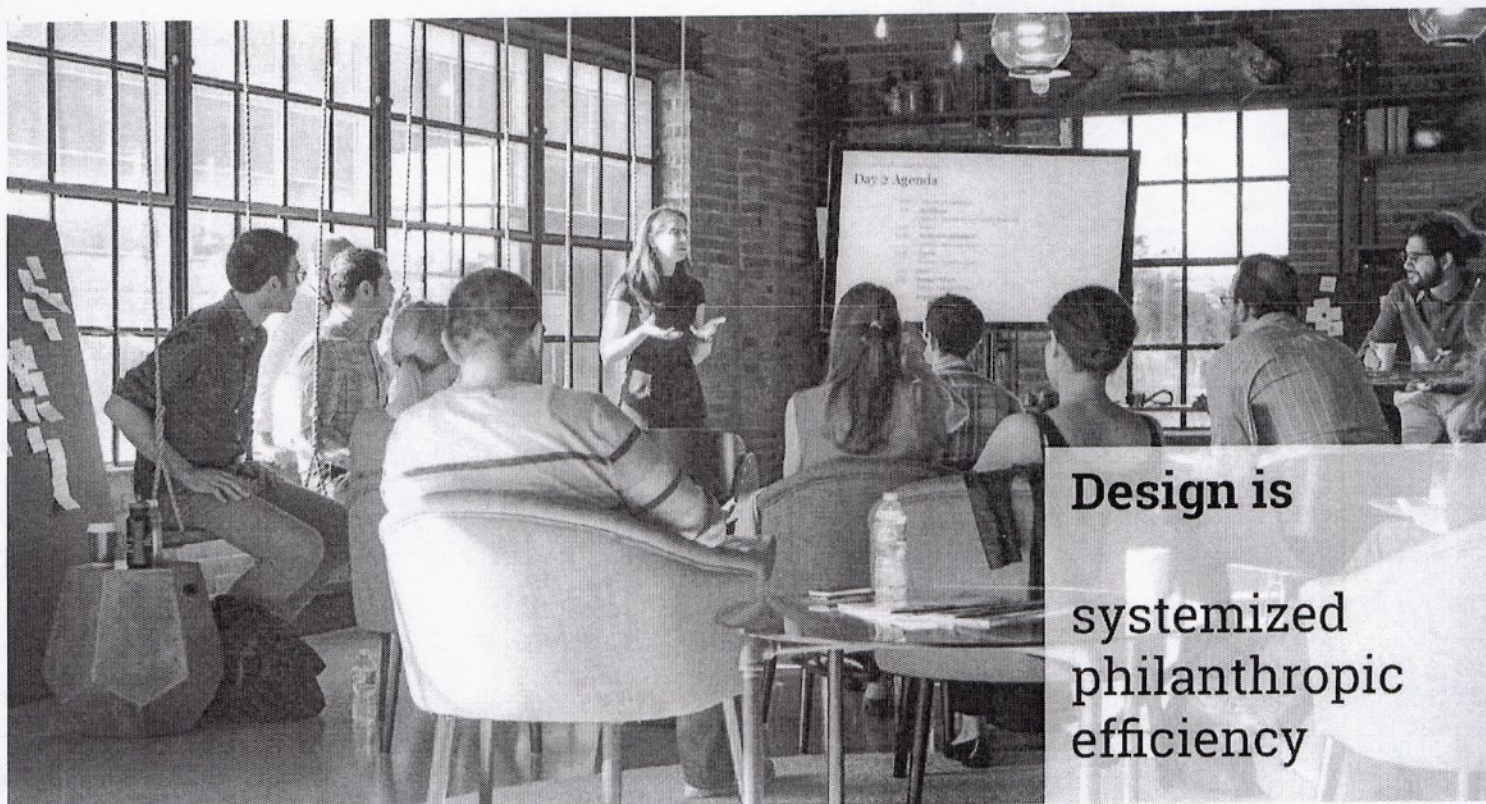
Q: How can productivity for all be boosted by accommodating parents in the workplace?

A: By introducing a flex time policy for all employees, Casburn Brett has become the model for our policies at Azalea Fund. The three critical components of this policy: improved access to information, better communication between teams, and highly efficient project management, have proven to make life easier for all employees - not just parents. To read more about how we do this, check out the article, *How Creating a Better Policy for Parents Boosted our Company's Productivity*, featured on Forbes Women 2.0 and Inc.com (Inc. Magazine). <https://www.inc.com/women-2/how-adding-a-policy-for-parents-boosted-our-company-s-productivity.html>

The Azalea Fund

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courtney@azaleafund.com
251-207-4094

Baldwin County
leah@azaleafund.com
251-301-9969



Design is systemized philanthropic efficiency

Q: How can a city's non-profits work together to reduce expenses and push more of their (static) funding to causes?

A: In the simplest of terms - by sharing as many resources as possible. We worked with Fuse Project, the Peavy Foundation, and the non-profits of Mobile, Alabama to build a resource sharing opportunity that allows for less funding to be spent on overhead and more to be spent on the causes and people of Mobile. The network of solutions includes a non-profit co-work space with shared office managers, utilities, meeting / event / work space, and a community gathering space for volunteers. To learn more visit www.fusefactory.org.

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Photo Credit: @MobileInnovationTeam



Design is
environments
without waste

Q: How do you meaningfully engage people with a temporary experience that does not result in truck-loads of waste after disassembly?

A: In the case of this resoundingly successful installation, the answer is shipping containers - with a cradle-to-cradle plan for the installation (i.e. not only how to build it, but where it would move for it's next iterative installation.) Read more about the process and solution in the below text, modified from a recent article on the Casburn Brett Blog.

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Photo Credit: Major Colbert, The Gulf

Design as Problem Solving

Read more at www.casburnbrett.com/blog/2015/05/design-as-problem-solving/

When The Gulf restaurant opened with resounding success in January 2013, we started getting dozens of calls from people wanting to build with shipping containers.

I will save the details of the true complexity and cost of building with shipping containers for another day. Here's the basics, in case you're wondering: "I can just have one delivered, and move on in, right?" Wrong. "They're structurally sound, and water tight what else could they need?" Actually, a number of modifications to make them livable. "But they're still a super cheap alternative to regular construction?" Not exactly. Suffice it to say, "quick, easy, and trendy" aren't a great description of shipping container construction, and more importantly, it is about as far as you can get from our design vocabulary and the ethos based design method we champion at Casburn Brett.

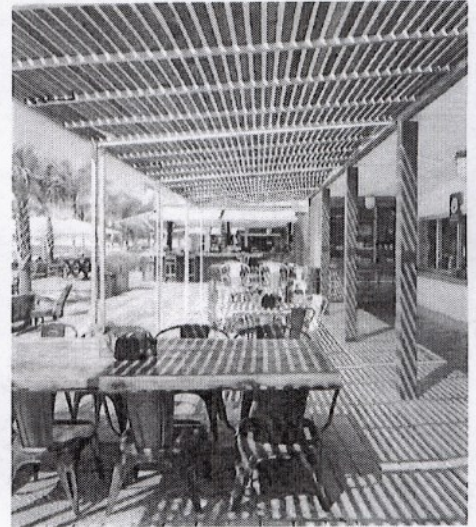
How, then, did we end up with a shipping container project in our portfolio at all? Quite simply, we didn't start out intending to build a shipping container restaurant, and extenuating circumstances led us to this very specific (and unexpected) solution. The Gulf currently occupies a small corner of a nine acre piece of waterfront property, parceled together in a public private partnership to bring a mixed use entertainment "boardwalk" district to the heart of Orange Beach, Alabama. This district is what we set out to plan. What stopped us was the disrepair of the seawall along this section of beach. Owned by the Alabama Department of Transportation, the seawall has been severely undercut by the currents in the Alabama Pass. The repair and partial replacement of this seawall will cost a significant amount of money yet to be found in the state budget. When the funds are allocated, the state will need to bring equipment onto the project site, and will occupy the property indefinitely as they tackle the repairs. This effectively delayed our plans for permanent construction for years, maybe as long as a decade or more. So we wondered, what can be done in a less than permanent fashion that will energize the site, and still allow people to gather and enjoy a beautiful place.

We explored many solutions that may surprise you. A food truck village was vetoed by the city, other solutions didn't cover the cost of the necessary private investment. The idea for a shipping container beach food stand, was a bit lighthearted if the city doesn't allow "mobile" food trucks, what if we take off the wheels? From that goofy question, The Gulf was born. Here is what makes shipping container construction such a beautiful solution to this very specific set of parameters: First, this form of construction met our internal requirements for a "semi permanent" installation, most notably that there is zero demolition waste in the expected life span of the project. When the "permanent" plan for the property is implemented, the containers can be disassembled and relocated to another site, temporarily or permanently bringing the same energy to another place. Second, shipping containers are an honest representation of our vision for the site, a rough and

friendly neighborhood hangout, an invitation to enjoy the little slice of beach we cleaned up. People can fish the pass and watch the boats come in, kids play in the sand on sunny afternoons and toast marshmallows over the fire pit on crisp fall evenings. Third, and most importantly, the locals, the vacationers, the city, and private investors, all saw a measurable value in this unusual approach of "small footprint, big impact."

We approach our design challenges with a fresh slate each time. The careful evaluation of the project parameters (advanced programming for my architect colleagues) guides our design decisions at every juncture. We invest in exploring any solution that might meet the project needs, and whittle down the possible solutions until we reach the exact match. We focus on what should be built, not what can be built, and we carefully personalize our work to the client, community, end users, and project vision. Design as problem solving plays a significant role in our ethos based design method, the success of the firm, and the satisfaction of our clients.

Most ironically, this approach, and the (now expanded) destination at Alabama Pass, have become such fixtures in the community, that we have started closely evaluating our options for it to have a more permanent life on the site. We now see the master plan for the property through the lens of this installation's existing success, and if accommodating the sea wall repair around the structure when the time comes is feasible, this "temporary beach food stand" will remain a beach goer's destination for years to come.



the problem addressed: construction waste

the opportunity created: magnetic interactive space





Design is
unforgettable
moments

Q: How do you convey the comforts of home with a user experience that must be built (and then removed) in 24 hours?

A: We invited the Auburn University Industrial Design and Design-Build programs to join us in tackling a unique query posed by our client, the Hangout Music & Arts Festival (HOMF). After guiding and critiquing 4 cycles of student contributions and numerous prototypes, we landed on an incredible solution for artists' cottage experiences. The proposal meets the various rider requirements, feels like a permanent, livable, unforgettable vacation home, and most importantly can be assembled (then disassembled) in less than 24 hours at a prescribed cost. Stay tuned for the installation at HOMF 2018.

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Photo Credit: Hangout Music & Arts Fest. **pg 9**



Design is
access to basic
resources

Q: How do you eradicate fresh food deserts in inner cities?

A: In the case of the Wynwood/Overton neighborhood of Miami, an answer emerged in the launch of the community gardens, bulk food store, and resource center of Colony 1. Courtney spoke at the community charrette and guided programming and site analysis efforts. To learn more visit www.colony1.org.



Design is
vibrant
communities

Q: How do you bring vibrancy to a city that is shuttered for all but two weeks of the year?

A: Courtney was invited by Andreas Duaney (DPZ) to participate in the development of strategies to resuscitate Downtown High Point NC and speak at 'Ignite High Point.' To learn more visit www.dpz.com/projects/1302.

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Photo Credit (Left): Colony 1

Q: How do you balance the need for both financially and socially responsible investments in the retail development market?

A: We employ a number of strategies and tools when working with municipalities, developers, and national credit retailers to address the impact of developments holistically.

See these tools in action: The following text is excerpted from the CURBED article "AIA Wunderkind Courtney Brett Bridges Architectural Worlds" by Lamar Anderson. Brett also works outside the traditional notion of the architect as a maker of buildings. One of her firm's extra-curriculars is to **act as a facilitator between local government and developers** to make strip malls less horrible.

"In some small communities we come in and talk about lessening parking requirements and doing natural drainage, with buildings that are right on the road and walkable," says Brett.

For a project now under way on Florida's Atlantic coast, the firm helped convince a discount chain store to build in two master-planned towns with a highly regulated building style, instead of locating the stores on farmland outside the town limits. The communities stay dense, and the buildings will have a use beyond the store's tenure, sparing everyone a repeat of the post-recession rash of vacant Circuit Cities and dead Pizza Huts.

"These are the people who are investing in a lot of our built environment," Brett says of developers. "If no one gets involved in making sure these investments have a long-term value in the community, that's a failure for us as an industry."

Maybe part of the solution, a way to recapture some of those missing Courtney Bretts, lies in expanding definitions, recognizing creative acts other than plopping a building down as valid forms of architecture.

Laura Crescimano, principal of SITELAB Urban Studio in San Francisco (and tomorrow's profile subject), would like to see this vision come true. "I consider architecture to be more than purely the projection and representation of buildings," she says.



Design is
socially
responsible
investments

As a citizen architect with an SOM pedigree, Brett bridges both styles. The world needs its Dohas and its Gulfs, elaborate renderings to gawk at and good places to sit on the beach with a burger. Brett remains first and foremost a designer of buildings, but **her drive to make the in-between stuff better for the regulars points toward an architecture for everyone**, not just the rich. If Michael Graves had designed actual Targets instead of the products sold inside them, it might be a little nicer to go outside.

"If there's a way I can help, even if it doesn't mean I get to design a beautiful building," says Brett, "I need to take on the challenge." If, like Gehry, Brett is still designing when she's 85, perhaps we'll get to see a new model emerge: the activist starchitect.

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Thank You.

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