GRIFFIN-SPALDING COUNTY LAND BANK AUTHORITY

GSCLBA Board Policies

Adopted: May 27, 2026; Effective: May 27, 2026

Section 1: Mission and Purpose

The Griffin-Spalding County Land Bank Authority (the "GSCLBA" and occasionally the "Authority") is a public authority authorized by Georgia law and created pursuant to an Interlocal Cooperation Agreement between Spalding County and the City of Griffin. It is governed by a Board of Directors (the "Board") appointed by Spalding County (the "County"), City of Griffin (the "City") and the Griffin-Spalding County Board of Education ("BOE").

The purpose of the GSCLBA is to acquire tax delinquent properties and other property donated to the Authority located in the City of Griffin and Spalding County in order to foster the public purpose of returning land which is in nonrevenue-generating, nontax-producing status to an effective utilization status to provide affordable housing, new trade, commerce, industry and employment opportunities for the citizens of the City and County.

The goal(s) of the GSCLBA are as follows:

a) Development of affordable housing for low-to-moderate income individuals;
b) Increase home ownership and facilitate access to home-buyer education;
c) Support neighborhood redevelopment;
d) Support development of fair market-rate housing;
e) Support development of community facilities such as parks and recreational facilities;
f) Facilitate land acquisition for local government entities, development authorities, housing authority, public school district and private developers for public use, economic, community, transportation and infrastructure development;
g) Facilitate the remediation of neighborhood blight and/or nuisance properties; and
h) Eliminate substandard lots of record for single family housing.

Section 2 Definitions:

Affordable Housing: Housing where a household spends no more than 30% of their gross income on total housing costs, including utilities.

Banked Properties: Individual or groups of properties that have not been identified for disposition by the GSCLBA or properties that are being held at the request of the City, the County, the BOE, or any other local governmental entity. These properties may be included in a Land Banking Agreement.

Community Improvement Property: Property that is or will be developed into a non-revenue-generating, non-tax-producing use for community improvement or other public purposes, including but not limited to community gardens, parking for non-profit functions, or playgrounds, as further described in Section 9.

Conduit Transfer: Properties transferred to and from the Griffin-Spalding County Land Bank Authority to a grantee for the purpose of community and economic development where the GSCLBA would serve as an intermediary for the transaction and abate the outstanding taxes.

Land Banking Agreement: A written agreement between a grantor and the GSCLBA which identifies property to be held by the GSCLBA, the length of the banking term, the potential grantee(s), the range of permissible uses of the property following transfer by the GSCLBA, the permitted encumbrances on the property, the rights and duties of the parties, the responsibility of the grantor for the holding costs, the possible advance funding of holding costs, the forms of the instruments of conveyance, and such other matters as appropriate.

Mission Driven Non-Profit Organization: An organization that is recognized by the Internal Revenue Service as a non-profit organization whose mission is to construct or rehabilitate housing.

Neighborhood Redevelopment: A series of land parcels located on the same, adjacent, or interconnecting streets where the effect of redevelopment of one or more parcels could significantly impact the property values or perception of neighboring properties.

Nuisance: A dwelling, building, structure or lot unfit for habitation or commercial use and is in violation of applicable development codes of the City or County.

Owner-Occupied Property: Property with a primary dwelling that will be occupied by an owner with at least a 50 percent interest in the Property for six or more months of each calendar year as such person's principal residence.

Residential/Commercial Developer: An individual, licensed general contractor, corporation, or other legal entity that has at least 5 years of demonstrated experience constructing or rehabilitating residential or commercial structures.

Side Lot: A lot of record that may be non-conforming, non-compliant, and adjacent to an existing lot that does not meet the current design and development standards for the applicable zoning district of the City or County. A side lot may also be a landlocked parcel of land that does not have access to streets or public right-of-way.

Section 3: Acquisitions by the GSCLBA

3.1 Acquisition Methods. The GSCLBA may acquire properties in the following manner:

a) Transfers from local governments.
b) Acquisitions by the GSCLBA at Sheriff's Tax Sales and Judicial Tax Foreclosures.
c) Donations from private entities.
d) Market purchases.
e) Conduit Transfers contemplating the simultaneous acquisition and disposition of property by the GSCLBA.
f) Other transactions such as Land Banking Agreements.

3.2 Policies Governing the Acquisition of Properties. In determining which, if any properties shall be acquired by the GSCLBA, the Authority shall consider the following factors:

a) Proposals and requests by governmental entities that identify specific properties for ultimate use and redevelopment.
b) Proposals and requests by for-profit and non-profit entities that identify specific properties for ultimate acquisition and redevelopment pursuant to Section 8, below.
c) Residential properties that are occupied or are available for immediate occupancy without need for substantial rehabilitation.
d) Improved properties that are the subject of an existing order for demolition of the improvements and properties that meet the criteria for demolition of improvements.
e) Vacant properties that could be placed in the Side Lot Disposition Program.
f) Properties that would be in support of strategic neighborhood stabilization and revitalization plans.
g) Properties that will generate operating resources for the functions of the GSCLBA.

3.3 Transaction Agreements. The acquisitions and dispositions of property by the GSCLBA shall be subject to a Transaction Agreement executed by the GSCLBA and the grantor/grantee of the property. In the case of a disposition pursuant to an application or RFP, such a Transaction Agreement shall generally be in the form of a Purchase and Sale Agreement. In the case of Conduit Transfers, such a Transaction Agreement will generally be in the form of an Acquisition and Disposition Agreement prepared in accordance with these Policies. In the case of a land banking transaction, such a Transaction Agreement will generally be in the form of a Land Banking Agreement prepared in accordance with these Policies. All Transaction Agreements shall be in form and content as deemed by the GSCLBA to be in the best interest of the GSCLBA and shall include to the extent feasible specification of all documents and instruments contemplated by the transaction as well as the rights, duties and obligations of the parties.

3.4 Title Assurance. In all acquisitions of property by the GSCLBA from private parties, the GSCLBA shall require a certificate of title based upon a full title examination and, in the case of Land Banking Agreement, a policy of title insurance insuring the GSCLBA, subject to such outstanding title exceptions as are acceptable to the Authority.

3.5 Environmental Concerns. The GSCLBA reserves the discretion to require in all Transaction Agreements satisfactory evidence be provided that the property is not subject to environmental contamination or within a flood zone as defined by federal or state law.

Section 4: Sales and Dispositions by the GSCLBA, Generally.

4.1 Property Identification. The disposition of properties within the GSCLBA inventory shall be subject to the discretion of the Authority, provided, however, that requests for property dispositions by the City, County, BOE, and other public entities shall be granted unless pre-existing contractual obligations prevent the same. In the sale and disposition of properties, GSCLBA staff will identify eligible properties based on the priorities listed in Section 4.2 for the purpose of achieving the stated mission of the GSCLBA and the development priorities of the City and County. Unless identified as a property eligible for disposition, the property shall be considered banked and may only be disposed of upon motion of the Board or upon its determination as eligible by GSCLBA staff.

4.2 Priority Transferees. The priority of transferees shall be as follows:

1. Local government entities for public use.
2. Owner-occupant home buyers.
3. Residential and commercial real estate developers who have demonstrated experience in housing construction for low-to moderate income housing.
4. Residential and commercial real estate developers who have demonstrated experience in housing construction for market rate housing.
5. Mission Driven Non-Profit Organizations seeking to obtain property for the purpose of developing Affordable Housing.
6. Side Lots to existing, adjacent property owners.
7. Non-profit institutions such as academic institutions and religious organizations that are seeking to use the property for public use or residential development.

4.3 Properties Acquired via Sheriff's Tax Sale. Property acquired by the GSCLBA at Sheriff's Tax Sale shall not be disposed of until the tax debtor's right of redemption has been barred. The GSCLBA Board, staff, and legal counsel shall identify which properties will be eligible for debarment.

4.4 Disposition Considerations In all dispositions of property, the GSCLBA shall consider the following, as applicable:

a) Zoning ordinances of the City and County.
b) The intended use of the property, to include the necessity of a business license or other additional licensing for the intended use.
c) The fair market value of the property as determined by the Spalding County Tax Assessor.
d) The price offered for the property by the potential purchaser.
e) The residency of the potential purchaser.
f) Whether the property will be owner-occupied.
g) Estimated construction costs of the intended use.
h) Construction experience and construction licensure of the potential purchaser.
i) Estimated construction timeline.
j) Financial capability of the potential purchaser.

4.5 Covenants, Conditions and Restrictions. All conveyances by the GSCLBA to individuals or non-governmental entities shall include such covenants, conditions and restrictions as the GSCLBA deems necessary and appropriate to ensure the use, rehabilitation and redevelopment of the property in a manner consistent with the stated purpose and goals of the GSCLBA. Such requirements may take the form of a deed creating a defeasible fee, recorded restrictive covenants, subordinate financing being held by the GSCLBA,

first rights of refusal, contractual development agreements, or any combination thereof. Examples of such restrictions include, but shall not be limited to:

a. "Grantee accepts this Property subject to a covenant running with the land providing that any primary dwelling structure upon this Property must be owner-occupied; it is the intention of Grantor and Grantee that a primary dwelling located upon this Property will be occupied by an owner with at least a 50 percent interest in the Property, or a member of the owner's family within the third degree of consanguinity, for six or more months of each calendar year as such person's principal residence."

b. "If a primary residence is to be built on this property, construction or rehabilitation of said primary residence must begin within one year of the date the property was transferred to the buyer herein. If no construction or rehabilitation has begun within that time, title will revert to the Griffin-Spalding County Land Bank Authority."

4.6 Deed Without Warranty. All conveyances from the GSCLBA to third parties shall be by quitclaim deed unless otherwise agreed to by the parties.

4.7 Owner-Occupancy Requirement.

a) **Generally.** Unless explicitly waived by the Board pursuant to subsection (b) below and expressly set forth in the applicable Transaction Agreement, all property acquired from the GSCLBA shall be required to be Owner-Occupied Property. Owner-Occupancy shall be determined upon the completion of the renovation or development of the property, and the Owner-Occupant is expected to reside in the property and must pay all tax obligations that become due and payable on the property.

b) **Waiver of Owner-Occupancy Requirement.** The Board may waive the Owner-Occupancy Requirement, in whole or in part, only upon a specific finding, reflected in the minutes, that the waiver is consistent with the stated mission and goals of the GSCLBA and that one or more of the criteria below are satisfied. Any waiver shall be expressly set forth in the applicable Transaction Agreement.

1) **Affordable Housing and Neighborhood Redevelopment.** The proposed disposition will result in the development or preservation of Affordable Housing or will materially advance Neighborhood Redevelopment, including but not limited to mixed-income or multi-family projects, and the grantee agrees to record covenants, conditions and restrictions acceptable to the GSCLBA to ensure long-term compliance with such use.

2) **Mission Driven Non-Profit Projects.** The transferee is a Mission Driven Non-Profit Organization acquiring the property for the purpose of developing Affordable Housing, community facilities, or other uses consistent with Section 1, and the project is subject to recorded affordability and use restrictions acceptable to the GSCLBA.

3) **Community Improvement or Public Use.** The property will be used for Community Improvement Property or other public purposes as contemplated in Section 9, or is being transferred to a local government entity or other public entity for public use, and Owner-Occupancy is incompatible with the intended use.

4) **Commercial Property.** The property identified for disposition is located in a commercial zoning district and the application of the Owner-Occupancy requirement would prevent the redevelopment of the property or otherwise hinder the redevelopment of the property.

5) **Demonstrated Market or Financing Necessity.** Strict application of the Owner-Occupancy Requirement would prevent feasible financing or redevelopment of the property, the proposed project otherwise satisfies the disposition considerations in Section 4.4, and the Transaction Agreement imposes alternative protections (such as minimum holding periods, rent and tenant protections, or reverter rights) acceptable to the GSCLBA.

6) **Hardship and Good Cause.** In rare cases, the Board may grant a waiver upon a showing of substantial hardship or other good cause, provided that: (i) the waiver will not materially undermine homeownership, stabilization, or anti-speculation goals; and (ii) the Board imposes such additional conditions as are necessary to protect the public interest, including but not limited to limits on resale or leasing of the property.

c) **Enforcement.** Failure to comply with the Owner-Occupancy Requirement, absent an approved waiver, shall constitute a default under the applicable Transaction Agreement and may result in the exercise of any remedies provided therein, including but not limited to reverter or repurchase by the GSCLBA.

4.8 Permit and Construction Requirement. Unless otherwise agreed to by the parties, the purchaser or grantee shall make timely application for a building permit for the renovation or construction of the subject property within 90 days and shall commence work under such permit within six (6) months of the date of the closing of the sale of this property from the GSCLBA. Should the purchaser fail to commence work within the specified time period, the GSCLBA shall have the option to re-purchase the subject property for the sales price set forth in the contract less legal and administrative fees involved in the transaction and repurchase.

Section 5: Sales and Dispositions by the GSCLBA – Disposition of Individual Parcels

5.1 Applicability. The disposition of individual properties by the GSCLBA shall be made pursuant to the policies and procedures set out in this Section 5.

5.2 Application. Requests from individuals for the disposition of property from the GSCLBA inventory shall be made via an application approved by the GSCLBA Board consisting of the following criteria:

a) A statement of the intended use of the property.
b) A bid price for the property.
c) If the intended use of the property is for owner occupancy, identification of the name of the person(s) that will occupy the property.
d) A detailed plan for the renovation and redevelopment of the property.
e) Identification of the contractor or person that will supervise and be responsible for the renovation and redevelopment of the property.
f) A timeline for completion of the renovation or development of the property. Such a timeline shall contemplate the issuance of a certificate of occupancy from the City or County and an estimated time when such certificate will be granted.
g) Evidence of financing sufficient to complete renovation or redevelopment.
h) A zoning verification or compliance letter from either the City or County.

5.3 Application Fee. All applications made under this policy shall be accompanied by a $100, non-refundable, application fee. Such a fee is necessary to cover the costs of the application's review by GSCLBA staff and legal counsel.

5.4 Pricing. The recommended minimum bid for each parcel shall be equal to 30% of the current fair market value of the property as determined by the Spalding County Tax Assessor ("FMV"). Any purchaser submitting a bid below the recommended minimum bid must give an explanation justifying a lower bid.

5.5 Review of Applications; Reserved Discretion. In reviewing applications submitted by individuals, the GSCLBA shall consider application in light of the applicable factors provided for in Section 4.4, above. The GSCLBA further reserves the right to deny such applications based on the following:

a) The proposed project or intended use does not meet current City or County Zoning Ordinances.
b) The applicant is not able to demonstrate sufficient experience and capacity to perform in accordance with the requirements of the GSCLBA.
c) Applicant's failure to perform in prior transactions with the GSCLBA.
d) Applicant has exceeded the maximum number of properties allowed per this policy.
e) The proposed project or intended use is not aligned with the City of Griffin and Spalding County Comprehensive Plans, Livable Cities Initiative or other economic development goals of the City or County.
f) The bid price is determined to be insufficient.
g) The proposed design, materials, renderings or photographs are unsatisfactory to the Board.
h) Applicant is the current owner of tax delinquent properties.
i) Applicant is barred from transactions with local government entities.
j) Applicant is the owner of properties that have outstanding citations for the violation of local ordinances.

5.6 Maximum Number of Conveyances Allowed. Applicants seeking to purchase properties under this Section shall be limited to the initial purchase of two (2) parcels and no applicant may be awarded more than four (4) parcels per calendar year. Notwithstanding the above, an applicant may request a waiver of these limitations from the Board upon the showing of prior performance in redevelopment projects with the GSCLBA and, in no event shall these limitations be applicable to local government entities.

5.7 Closing. Upon the acceptance of an application and the award of property or properties to an applicant, the closing of the sale of the property shall be scheduled for a time mutually agreed upon by the parties within sixty (60) days after the execution of a Transaction Agreement at such time, date and location as is designated by the parties. This deadline may be extended in writing by mutual agreement of the parties. If the property is not closed within 60 days the contract will be void and the property shall be returned to the GSCLBA inventory and may be disposed of at the discretion of the GSCLBA.

Section 6: Sales and Dispositions by the GSCLBA – Sales Pursuant to Requests for Proposals

6.1 Disposition of Property via Request for Proposal. From time to time, the GSCLBA may issue Requests for Proposal ("RFPs") for the disposition of certain identified properties within its inventory. Such RFPs are intended for the efficient disposition of three or more parcels identified for Neighborhood Redevelopment by the GSCLBA and other properties not suited for disposition by application pursuant to Section 5, above.

6.2 Proposal Requirements. Any person or entity desiring to submit a proposal in response to an RFP issued hereunder must comply with the Proposal Registration and Submission Requirements of the City and County, as applicable.

6.3 Documentation Requirements. The specific requirements of each RFP shall be set forth in the RFP documents at the time of issuance. Notwithstanding the above the following documents shall be required for all submissions:

a) A zoning verification letter from the City or County.

b) The organizational structure of the bidder.

c) Estimated timeline of completion.

d) Proof of commercial liability insurance.

e) State of Georgia licensure, as applicable.

f) In the case of a bidder being a non-profit organization, sufficient documentation showing non-profit status, including, but not limited to its IRS Determination Letter.

g) Documentation of financial capability to complete the project, such as a bank statement or credit approval letter

h) Proposed site plans, floor plans, architectural drawings, and renderings.

i) Documentation of previous experience in commercial or residential development, as applicable.

6.4 RFP Timeline and Review. RFP's issued hereunder shall be advertised for no less than 30 days and no greater than 120 days. At the close of the RFP, GSCLBA Staff shall review each RFP response for completeness. Incomplete RFP responses will not be considered for approval. Complete RFP responses shall be reviewed and considered for approval by the GSCLBA Board. In its discretion, the GSCLBA Board may invite RFP respondents to present or discuss their proposal(s).

Section 7. Side Lot Disposition Program

7.1 Intent of the Side Lot Disposition Program (SLP). The SLP is intended to encourage the consolidation of small residential lots to decrease residential density, preserve open land and enhance livability in existing neighborhoods. The SLP program is intended to apply to small lots primarily located within the City of Griffin, though lots located in unincorporated Spalding County may still be considered.

7.2 Side Lot Transfers. Individual parcels of property identified as Side Lots may be acquired from GSLBA by an adjoining property owner (proposed Transferee) for nominal consideration in accordance with the policies set forth in this section. The transfer of any given parcel of property in the SLP is subject to a case by case review and analysis for the appropriateness of the transfer under these policies.

7.3 Qualified Properties. Parcels of property eligible for inclusion in the SLP shall meet the following minimum criteria:

a) The Side Lot shall be vacant and unimproved.
b) The Side Lot shall be physically contiguous to adjacent residential property, sharing a common boundary line of at least 50% of the adjacent residential property.
c) The size of the Side Lot to be transferred should not exceed 0.20 acres, and the resulting consolidated parcel should not exceed 0.50 acres.
d) No more than one (1) Side Lot may be transferred for consolidation with any contiguous lot.

e) The resulting combination of the Side Lot with the adjacent residential property shall conform to the zoning district in which the property lies.

7.4 Side Lot Transferees. Each Transferee of a Side Lot shall:

a) Own property adjacent to the Side Lot, with priority given to an adjacent lot owner (proposed Transferee) that personally occupies the adjacent property.
b) The adjacent owner (proposed Transferee) shall notify GSLBA in writing of the intent to acquire the Side Lot. If the Side Lot is adjacent to multiple property owners, GSLBA shall provide notice to each adjacent owner to ensure transparency and equity in the transfer. In the event another or multiple adjacent property owners desire to acquire the Side Lot, each must notify GSLBA in writing of their intent to acquire the Side Lot.
c) Taxes on the property adjacent to the Side Lot must be current. In addition, the adjacent property owner (proposed Transferee) shall present evidence that no delinquent taxes are owed on any property that the proposed Transferee owns or in which they have an ownership interest in Spalding County or that is or had been subject to tax foreclosure proceedings.
d) The terms and conditions of the Side Lot transaction will be memorialized by a contract between GSLBA and the Transferee which must be approved by GSLBA.

7.5 Side Lot Transfer Closing. The closing of the sale of a Side Lot shall be governed by the following policies:

a) Prior to closing, the Side Lot Transferee shall complete a redevelopment survey consolidating the Side Lot with the Transferee's adjoining property.
b) The redevelopment survey must be approved by the appropriate governing authority.
c) At closing, GSLBA will execute a Quit Claim Deed to convey the Side Lot to the Transferee.
e) At closing, the Transferee will execute a Quit Claim deed for the entire property identified on the redevelopment survey to Transferee.
f) The closing attorney shall be responsible for filing the redevelopment survey and the Quit Claim Deeds with the Clerk, Superior Court of Spalding County, Georgia.
g) The Transferee will be responsible for the costs for the redevelopment survey and all closing costs associated with the purchase of the Side Lot from GSLBA.
h) It shall be the responsibility of Transferee (at their option) to take the necessary steps required to file a Petition to Quiet Title at Transferee's expense.

7.6 Variation from the SLP Requirements. GSLBA reserves the right to determine that the transfer of a Side Lot which satisfies the intent of the SLP but does not meet the technical requirements of this Section may still be approved.

8. Collaboration with For-Profit and Non-Profit Entities

8.1 Transactions with For-Profit and Non-Profit Entities. The GSCLBA is willing to enter into Conduit Transfers with for-profit and non-profit entities for the purpose of the development of Affordable Housing as outlined in this Section. These entities would secure donations of or purchase tax delinquent properties from owners, transfer these properties to the GSCLBA for the abatement of delinquent taxes, and re-purchase these properties from the GSCLBA for use in the development of Affordable Housing and Neighborhood Redevelopment.

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

a) The total purchase price for the property, including the net proceeds paid or payable to the seller;
b) The total amount spent to acquire the property (e.g., legal counsel, administrative costs);
c) The development costs impacting the final sale price;
d) The total amount of delinquent ad valorem taxes, special assessments, and other liens and encumbrances against the property and the length of delinquency for each.
e) The expected timeline of construction.

8.3 GSCLBA Discretion. Some properties may present unusual or extenuating circumstances to the developer due to lack of funding for housing production or related costs. The GSCLBA reserves the right to evaluate and consider these properties on a case-by-case basis.

Section 9. Property for Community Improvements

9.1 Community Improvement Property. The GSCLBA Board is willing to enter into Conduit Transfers with private and local governmental entities for the purpose of developing property into a non-revenue-generating, non-tax-producing use that is for community improvement or other public purposes. Such purposes shall include, but shall not be limited to community gardens, parking for non-profit functions such as a school or cultural center, or a playground for after-school or day care.

9.2 Eligibility. Parties seeking to acquire and develop community improvements under this Section must demonstrate to the Board that no tax-generating use is available for the property, and that the proposed community improvements are consistent with community revitalization and would otherwise not harm the character of the community. The GSCLBA reserves the right to evaluate and consider these properties on a case-by-case basis.

9.3 Transferee. The Transaction Agreement must identify and be signed by the ultimate transferee of the property from the GSCLBA. The transferee should be a governmental entity, a non-profit entity, or in rare cases a for-profit entity that is capable of holding and maintaining the property in the anticipated conditions and for the anticipated purposes.

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

Section 10. Fair Contracting, Consulting, and Property Procurement

Griffin-Spalding County Land Bank Authority recognizes the importance of creating and maintaining a fair contracting, consulting, and property procurement policy that is open to any and all applicants, regardless of age, color, ethnicity, family or marital status, race, sex, gender, language, national origin, physical or mental ability or disability, political affiliation, race, religion, sexual orientation, socio-economic status, or veteran status. This policy is an expression of the board to commit themselves to addressing any and all institutional barriers in business development as well as in the governmental bidding process.

Griffin-Spalding County Land Bank Authority (GSCLBA) utilizes local and regional government dollars that are used to pay for contracting, consulting, procurement, and staff employment. It is the belief of GSCLBA that our funding and revenue should benefit the community we serve, proportionate to the demographics in our communities, therefore we reserve the right to select contractors, consulting, and allow property procurement for Griffin-Spalding County residents first. We understand that benefiting the community we serve starts with hiring local contractors, consultants, and allowing property procurement to those that are rooted in Griffin and Spalding County.

It is the policy of GSCLBA to make a conscious effort when entering into contracting, consulting, hiring, and/or property procurement agreements to not discriminate, but to embrace; age, color, disability, ethnicity, family or marital status, gender, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics that make our citizens and community unique.