



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 11/6/2025

File ID: TMP-6239

Department: Urban Development

Subject:

Type of Action: Introduction

Introduction of an Ordinance to declare certain property as surplus and authorizing the Mayor to enter into a Purchase and Sale Agreement between the City of Huntsville and Express Oil Change, LLC, for conveyance of the same.

Ordinance No.

Finance Information:

Account Number: TBD

City Cost Amount: \$ NA

Total Cost: \$ \$630,000.00

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Lot 3, Tall Pines Commercial Development

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

ORDINANCE NO. 25-917

Ordinance to Declare Property as Surplus and Authorizing and Directing its Sale

WHEREAS, the City of Huntsville, an Alabama municipal corporation (“City”), is the owner of certain real property situated in Huntsville, Madison County, Alabama, containing approximately 1.095 acres, more or less, as more particularly described as follows in Exhibit “A” attached hereto (the “Subject Property”); and

WHEREAS, Express Oil Change, L.L.C., a Delaware limited liability company, has requested that the City declare the Subject Property as surplus and offer the same for sale; and

WHEREAS, it is the judgment and opinion of the Mayor and the City Council of the City of Huntsville that, pursuant to §11-47-20 of the Code of Alabama (1975), that the Subject Property is no longer used or needed for a public purpose; and

WHEREAS, it is necessary for the Mayor of the City of Huntsville to enter into that certain Agreement for Purchase and Sale between the City of Huntsville and Express Oil Change, L.L.C., attached hereto as Exhibit “B” (the “Agreement”), and pursuant to the terms and conditions therein, the Subject Property will be sold to Express Oil Change, L.L.C., in exchange for Six Hundred Thirty Thousand and No/100 Dollars (\$630,000.00); and

WHEREAS, in the judgment and opinion of the Mayor and the City Council of Huntsville, Alabama, that said amount is fair and reasonable compensation for the Subject Property; and

WHEREAS, the sale of the Subject Property, is for a price and exceeds the cost to the City to acquire the same, and the City hereby determines that the sales price for the Subject Property as set forth in the Agreement is at least equal to the fair market value of the Subject Property.

WHEREAS, the Agreement is authorized in accordance with and pursuant to the authority of the constitution and the laws of the State of Alabama including, without limitation, Amendment 772 to the Alabama constitution, as amended; and

WHEREAS, the Mayor of the City of Huntsville is authorized to execute the Agreement, a statutory warranty deed, and all other documents necessary to transfer and convey any interest the City may have in the Subject Property to Express Oil Change, L.L.C.; and

WHEREAS, a general and permanent ordinance is necessary to effect declaration of the Subject Property as surplus property, for the transfer or sale of said surplus property, and to authorize the Mayor to execute a deed to the purchaser for the surplus property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, ALABAMA, AS FOLLOWS:

1. The Subject Property is found and determined not to be needed for public or municipal purposes by the City of Huntsville and is hereby declared as surplus property in accordance with the requirements of §11-47-20 of the Code of Alabama (1975); and
2. The sale of the Subject Property, is for a price in excess of the cost to the City to acquire the same, and the sales price for the Subject Property as set forth in the Agreement is found and determined to be at least equal to the fair market value of the land; and
3. The Agreement is hereby authorized in accordance with and pursuant to the authority of the constitution and the laws of the State of Alabama including, without limitation, Amendment 772 to the Alabama Constitution, as amended; and
4. The Mayor of the City of Huntsville is hereby authorized and directed to execute the Agreement, to convey the Subject Property to Express Oil Change, L.L.C., in accordance with the terms of said Agreement, to execute and deliver a statutory warranty deed, and all documents required to close said sale for and on behalf of the City, along with all other instruments, agreements, or other documents as shall be necessary or desirable in connection with the transaction contemplated thereby or in furtherance of the Agreement; and
5. The City Clerk for the City of Huntsville is hereby instructed to publish notice of this Ordinance in accordance with §11-45-8 of the Code of Alabama (1975); and
6. A copy of said ordinance, Agreement, and other real estate closing documents, as legally required, shall be kept on file in the office of the City Clerk of the City of Huntsville, Alabama; and
7. This ordinance shall become effective upon its approval, adoption, enactment, and publication by posting as set forth in §11-45-8(b) of the Code of Alabama (1975).

ADOPTED this the day of November, 2025.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the day of November, 2025.

Mayor of the City of Huntsville,
Alabama

EXHIBIT "A"
(Legal Description of Subject Property)

A tract of land lying and being in Section 31, Township 2 South, Range 1 East of the Huntsville Meridian.

Said tract being a portion of property conveyed to The City of Huntsville in Plat Book 2023, Page 380 as recorded in the Office of the Judge of Probate for Madison County, Alabama and being more particularly described as:

Beginning at a #5 rebar with a cap stamped "GARVER LLC CA-445-LS" (typical) set marking the southwest corner of Lot 3 of Tall Pines Commercial Development as recorded in the Office of the Judge of Probate for Madison County, Alabama in Plat Book 2023, Page 380, said point also marking the east right-of-way of U.S. Highway 231-431 and the Point of Beginning of the herein described tract having established grid coordinates of (N) 1574345.95, (E) 434784.34 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83).

Thence along said right-of-way North 1 Degrees 38 Minutes 10 Seconds East a distance of 80.87 feet to a #5 rebar set; thence North 0 Degrees 10 Minutes 39 Seconds East a distance of 79.02 feet to a #5 rebar set; thence leaving said right-of-way South 89 Degrees 07 Minutes 58 Seconds East a distance of 301.44 feet to a #5 rebar set, marking the east boundary of said Lot 3; thence along the east boundary of said Lot 3 South 0 Degrees 59 Minutes 42 Seconds West a distance of 129.95 feet to a #5 rebar set; thence South 45 Degrees 55 Minutes 52 Seconds West a distance of 42.38 feet to a #5 rebar set, marking the south boundary of said Lot 3; thence leaving said east boundary and along the south boundary of said Lot 3 North 89 Degrees 07 Minutes 58 Seconds West a distance of 271.28 feet to the POINT OF BEGINNING.

The above described tract contains 1.095 acres (47646.75 sq. ft.) more or less and is subject to any existing easements and rights-of-way whether or not recorded in the public records

EXHIBIT "B"
(Agreement for Purchase and Sale)

*[Attach copy of Agreement for Purchase and Sale between the City of Huntsville and Express Oil
Change, L.L.C..]*

AGREEMENT OF PURCHASE AND SALE

AGREEMENT OF PURCHASE AND SALE (this "Agreement") made as of the ____ day of _____ 2025 ("Effective Date"), by and between **CITY OF HUNTSVILLE**, an Alabama municipal corporation, having an address at 305 Fountain Circle, Huntsville, Alabama 35801 ("Seller") and **EXPRESS OIL CHANGE, L.L.C.**, a Delaware limited liability company, with offices located at 1880 Southpark Drive, Birmingham, Alabama 35244, or its designee ("Purchaser").

WHEREAS, Seller is the owner of the fee simple estate in and to that certain to-be-subdivided parcel of land known as the southern portion of Lot 3, according to that certain Minor Plat of Tall Pines Commercial Development, as recorded in Plat Book 2023, Pages 380-381 in the Probate Records of Madison County, Alabama ("Lot 3"), being a portion Tax Map Parcel #08-09-31-0-000-032.002), consisting of approximately 1.10 acres of land (the "Land"), as more particularly described in Exhibit A annexed hereto and made part hereof; and

WHEREAS, Seller desires to sell and convey to Purchaser, and Purchaser desires to purchase, the Premises (as hereinafter defined) pursuant to the terms and provisions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto hereby agree to the foregoing and as follows:

1. **Agreement of Purchase and Sale.** Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey, and Purchaser agrees to purchase from Seller:

- (a) The Land;
- (b) All buildings, structures and other improvements located on the Land, if any (the "Improvements"); and
- (c) All of Seller's right, title and interest, if any, in and to (i) any strips and gores adjacent to the Land, and (ii) all of the easements (except for any public utility easements in favor of Seller, which shall be reserved by Seller at Closing), rights, privileges and appurtenances belonging or in any way appertaining to the Land and/or Improvements, including, without limitation, any air rights and/or development rights appurtenant to the Land or the Improvements.
- (d) The Land, the Improvements and all rights and interests therein, are herein collectively referred to as the "Premises"; and

The Premises are subject to that certain Declaration of Easements, Covenants, Conditions, and Restrictions recorded in Deed Book 2024, Page 4048 in the Probate Records of Madison County, Alabama (the "Declaration").

2. **Purchase Price: Escrow.** The purchase price ("Purchase Price") for the Premises shall be the sum of Six Hundred Thirty Thousand and 00/100 (\$630,000.00) Dollars, and shall be payable to Seller as follows:

- (a) within five (5) days of the execution and delivery of this Agreement, Purchaser shall make a deposit of Ten Thousand and 00/100 (\$10,000.00) Dollars (the "Deposit") with Lanier,

Ford, Shaver & Payne as local agent for Fidelity National Title Insurance Company (the "Title Company"), as escrow agent (the "Escrow Agent"), by wire transfer to the order of Escrow Agent, the receipt of which is hereby acknowledged by Escrow Agent's execution hereof. Escrow Agent shall place the deposit in a non-interest bearing escrow account in a federally insured financial institution within three (3) days of the date of Escrow Agent's receipt thereof. For purposes of this Agreement, the term "Deposit" shall include any and all additional and/or extension deposit(s) made by Purchaser pursuant to the terms of this Agreement. The Deposit shall be held by the Escrow Agent until disbursed in accordance with the terms of this Agreement;

(b) the balance of the Purchase Price in the amount of Six Hundred Twenty Thousand and 00/100 (\$620,000.00) Dollars (subject to any credits against the Purchase Price which Purchaser may be entitled to pursuant to the provisions of this Agreement) shall be payable upon delivery of the Deed (hereinafter defined), at Seller's discretion by notice given to Purchaser at least two (2) business days prior to the Closing Date (hereinafter defined) by wire transfer pursuant to such written wire instructions as Seller shall have given to Purchaser in such notice.

(c) the Deposit shall be held in escrow by Escrow Agent until the Closing (hereinafter defined) has been completed, unless either party shall be entitled to receive the same pursuant to an express provision of this Agreement. The Deposit (but not any interest earned thereon) shall be applied to the Purchase Price at Closing, or if there shall not be a Closing, the Deposit shall be paid to Seller, unless Purchaser shall be entitled to the return of all or a portion of the Deposit pursuant to an express provision hereof. If for any reason the Closing does not occur and either Seller or Purchaser makes a written demand upon Escrow Agent for payment of the Deposit, Escrow Agent shall give written notice to the other party of such demand. If Escrow Agent does not receive a written objection from the other party to the proposed payment within ten (10) business days after the receipt of such notice by the party to whom such notice is forwarded, Escrow Agent hereby is authorized to make such payment. If Escrow Agent does receive such written objection within such ten (10) day period or if for any other reason Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold such amount until otherwise directed by written instructions from the Seller and Purchaser or a final judgment of a court. Seller and Purchaser acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that Escrow Agent shall not be deemed to be liable to Seller or Purchaser for any act or omission on its part with respect to the Deposit unless taken or suffered in bad faith, in willful disregard of this Agreement or of any escrow agreement or involving gross negligence. Escrow Agent joins in the execution of this Agreement solely for the purpose of acknowledging its agreement to hold the Deposit pursuant to the terms hereof. Upon the delivery of the Deposit to either Purchaser or Seller pursuant to the provisions of this Agreement or a court of competent jurisdiction, Escrow Agent shall be relieved of all liability with respect to the Deposit. The escrow provided for by this Section 2 is being made for the accommodation of the parties hereto and for no other purpose. Seller and Purchaser, jointly and severally, shall indemnify and hold Escrow Agent free and harmless from and against any and all claims, losses, damages, liabilities and expenses, including reasonable costs of investigations, counsel fees and disbursements, which may be imposed upon or incurred by Escrow Agent in connection with its acting as such hereunder or in any litigation or dispute arising hereunder or involving the Deposit, provided that Escrow Agent shall not be entitled to any fee or other compensation in connection with its duties as Escrow Agent under this Agreement.

3. **Closing.** The closing and transfer of the Premises ("Closing") shall be conducted through escrow with Escrow Agent such that neither party shall be required to be physically present at Closing, on or about the date which is thirty (30) days after the later of (i) the expiration or earlier waiver of the Permit Period, and (ii) Purchaser's receipt of Required Approvals (as defined in Section 6 below) (as defined in Section 15 below) (such later date being hereinafter referred to as the "Closing Date").

4. **Land Information; Physical Studies.**

(a) Within ten (10) days of the Effective Date, Seller shall deliver to Purchaser: (i) complete copies of any title insurance policies, reports or commitments, together with copies of all title documents, surveys, instruments, liens, encumbrances or other items referred to in such title policies, reports or commitments pertaining to the Premises, (ii) copies of all certificates, licenses, permits, site plans, authorizations and approvals issued in respect of the Premises by all governmental or municipal authorities having jurisdiction, if any, (iii) copies of all notices and other official documentation sent or issued, if any, by all governmental or municipal authorities having jurisdiction with respect to Violations (hereinafter defined) and Pollutants (hereinafter defined), (iv) soil logs, environmental reports and similar information with respect to the soil conditions of the Premises and the presence of toxic, radioactive or environmentally hazardous substances or pollutants, including, without limitation, any pollutants defined as hazardous or toxic by any federal, state or local law, statute, ordinance or regulation, including, without limitation, asbestos (collectively, "Pollutants"), if any, (v) all plans and specifications and other documentation relating to any underground installations servicing or passing through the Premises, if any, and (vi) Alabama Department of Transportation applications, if any. All of the foregoing information shall be provided to Purchaser to the extent such information exists and is within Seller's possession or under Seller's control.

(b) During the term of this Agreement, Purchaser and its designees, at their own risk and sole cost and expense shall have the right, but not the obligation, to enter upon the Premises for the purpose of inspecting and making surveys and studies of the same, conducting test borings and other surface and subsurface soil tests, and environmental tests, plans and studies (collectively, "Physical Studies") related to Purchaser's evaluation of the Premises as Purchaser, in its sole discretion, deems necessary or advisable, including, without limitation, tests and studies of the Premises sufficient to determine whether there are any Pollutants located on or beneath the surface of the Premises. In addition, during the term of this Agreement, Purchaser may make such applications and submissions to all applicable governmental authorities in connection with Purchaser's proposed development of the Premises, including, but not limited to, signage applications.

5. **Due Diligence Period.**

(a) From the Effective Date until the Closing Date, Purchaser and its representatives, agents, employees and contractors shall have full access to the Premises for the purpose of inspecting the Premises and conducting such Physical Studies as Purchaser deems necessary or advisable including, without limitation, a Phase I and a Phase II environmental inspection of the Premises. Purchaser shall have the right to terminate this Agreement if Purchaser, in its sole and absolute discretion, deems the Premises or any aspect thereof or the result of any inquiry or investigation, to be unsatisfactory in any way, provided that Purchaser may only exercise its right to terminate by giving Seller written notice of such termination on or before ninety (90) days after the Effective Date (said 90-day period being referred to as the "Due Diligence Period"). In the event a Phase I environmental inspection recommends a Phase II environmental inspection or any further testing or other investigations are required by Purchaser, Purchaser may extend the Due Diligence Period for an additional thirty (30) days, by providing written notice to Seller of its desire to extend the Due Diligence Period prior to the end of the Due Diligence Period (the "Due Diligence Extension"). In the event Purchaser elects to terminate this Agreement as set forth in this Section 5, the Deposit shall be returned to Purchaser and, thereafter, neither party shall have any further liability or obligations, except for those obligations that are expressly stated to survive the cancellation hereof. Purchaser may continue its investigations and inspections of the Premises after the Due Diligence Period. In the event of any termination by Purchaser hereunder, the obligation to return the entire Deposit to Purchaser shall survive the termination of this Agreement.

(b) Seller has advised Purchaser that the Closing is expressly conditioned upon the Premises being declared "surplus" pursuant to an official ordinance in accordance with Section 11-47-20 of the Code of Alabama ("Surplus Designation") by the City Council of the City of Huntsville ("City Council") and approval of this Agreement by City Council.

6. **Required Approvals and Permit Period.**

(a) Purchaser anticipates developing the Premises as a typical Express Oil Change & Tire Engineers automobile service, repair, oil change, lube and tire facility with permitted, lawful parking and alterations and prototypical signage (collectively, the "Proposed Development"). During or after the expiration of the Due Diligence Period, Purchaser may engage an engineer licensed in the State of Alabama to prepare an engineered site plan of the Premises showing, among other things, Purchaser's Proposed Development, landscaping and parking, curb cuts and accessways on the Premises (the "Site Plan"), which shall be based upon the "Conceptual Site Plan" (hereinafter so called) attached hereto as Exhibit B. Purchaser may thereafter seek approval of the Site Plan along with all permits, licenses and approvals which shall be required for the construction, use, maintenance and operation of the Proposed Development including, without limitation, site plan approvals, special use permits and/or variances, and all building permits needed for the Proposed Development (collectively, "Required Approvals"). Seller shall work in good faith to assist Purchaser in Purchaser's application for and obtaining of all applicable permits, licenses, certificates, or Required Approvals required in connection with Purchaser's Proposed Development. However, Purchaser acknowledges and agrees that Seller is in no way waiving or disclaiming, nor should this provision be construed as a waiver of, any applicable City licensing, permitting, zoning, design guidelines, or building code regulations or requirements. This Section shall survive Closing.

(b) In the event Purchaser does not terminate this Agreement during the Due Diligence Period, Purchaser shall have a period of one hundred twenty (120) days following the expiration of the Due Diligence Period (the "Permit Period"), to obtain the Required Approvals in a form acceptable to Purchaser. In the event a Required Approval or Purchaser's applications for the Required Approvals are denied, or same are not issued to Purchaser's reasonable satisfaction or Purchaser reasonably believes same will not be issued to its reasonable satisfaction at any time on or prior to the expiration of the Permit Period, Purchaser shall have the right to either (i) terminate this Agreement at any time during the Permit Period, in which event the Deposit and any Extension Deposit (defined below), if made, shall be returned to Purchaser and neither party shall have any further obligations pursuant to this Agreement, except as stated to survive the cancellation hereof, or (ii) extend the initial Permit Period for one (1) additional sixty (60) day period (the "Extension Period"), which Extension Period shall automatically occur unless Purchaser sends a notice of termination to Seller on or prior to the expiration of the Permit Period. In consideration for such Extension Period, Purchaser shall deposit an additional \$5,000.00 with the Escrow Agent for such extension (the "Extension Deposit"), which Extension Deposit shall be added to and become a part of the Deposit held by Escrow Agent hereunder. Notwithstanding anything set forth in this Agreement to the contrary, in the event any action or inaction by Seller with prevents or delays the issuance of Required Approvals, then the Permit Period shall be extended on a day for day basis for so long as the Required Approvals are prevented or delayed due to Seller's actions or inactions. Upon the expiration of the Permit Period, Purchaser's rights shall be limited to item 6(b)(i) above. Notwithstanding the foregoing, in the event Purchaser has not obtained the Required Approvals at the expiration of the Permit Period, as may be extended, Seller may terminate this Agreement by providing written notice to Purchaser on or within five (5) days following expiration of the Permit Period (as may be extended), and this Agreement shall terminate and come to an end and the entire Deposit (i.e. inclusive of any Extension Deposit) shall be returned to Purchaser and the parties shall have no further rights or obligations hereunder.

(c) In the event the Agreement is terminated by Purchaser pursuant to this Section 6, the obligation to return the entire Deposit to Purchaser shall survive the termination of this Agreement. Following the expiration of the Permit Period, as may be extended, the Deposit shall become non-refundable and shall apply to the Purchase Price, except in the event of Seller default.

7. **Conditions Precedent.** Purchaser's obligations to pay the Purchase Price and to accept delivery of the Deed on the Closing Date are subject to the following conditions precedent ("**Conditions**") being fully satisfied as of the Closing Date:

(a) The Premises shall be delivered (i) with all necessary utilities available at the property line of the Premises (without any separation, division or gap between utilities and the Premises), including, without limitation, electric, water, sanitary sewer and gas, without Purchaser having to incur any expense in connection therewith except customary tie-in fees; (ii) with all access roads completed and connecting the Premises to all adjacent public roadways; and (iii) as a rough-graded pad compacted to 95% compaction standard proctor, consisting of suitable soil and/or documented adequate fill for commercial construction and at grade level in relation to the adjacent land(s) and roadways acceptable to the municipality and Purchaser (collectively, "**Seller's Work**");

(b) Seller shall have and shall deliver to Purchaser good and marketable title to the Premises, free and clear of all liens, encumbrances, easements, restrictions, covenants or other exceptions, except the Permitted Encumbrances (hereinafter defined);

(c) Seller shall have delivered the Declaration (as hereinafter defined) in recordable form;

(d) Seller shall have obtained the Surplus Designation;

(e) Seller shall have had the Premises subdivided and the Plat (later defined) and Easement Vacation (later defined) recorded in the Probate Records of Madison County, Alabama;

The Premises shall be vacant and unoccupied, free and clear any tenants or occupants, and with all possessory and/or leasehold rights of others terminated and/or extinguished.

Purchaser shall have the right to waive the satisfaction, in whole or in part, of any of the foregoing Conditions, but no waiver shall be effective unless same is in writing and duly executed by Purchaser. If any such Conditions is not satisfied by the Closing Date, then Purchaser shall have the option of either (i) waiving such Condition in writing and proceeding to Closing in accordance with the other terms and provisions of this Agreement, (ii) terminating this Agreement, whereupon the Deposit shall be refunded to Purchaser, and neither party hereto shall thereafter have any further rights or obligations under this Agreement, or (iii) extending the Closing Date for a period not to exceed thirty (30) days to allow the Condition to be fulfilled, and if the Condition is not fulfilled by the Closing Date, as extended, then Purchaser shall have the option to election (i) or (ii) immediately above. by written notice to Seller and Escrow Agent shall immediately refund the Deposit to Purchaser.

8. **Condemnation.** If prior to the Closing Date any action or proceedings shall be threatened or commenced for the taking of all of the Premises or any part of the Premises which would have an effect on the use of the Premises as presently being conducted, or the access thereto, pursuant to the power of eminent domain or otherwise, Seller shall forthwith give prompt written notice thereof to Purchaser. Purchaser at its option may cancel this Agreement at any time thereafter by written notice to Seller; upon the

giving of such notice (a) this Agreement shall be null and void and of no further force and effect and the Escrow Agent shall return the Deposit to Purchaser, and (b) neither party shall have any further liability hereunder. Should Purchaser not elect to terminate this Agreement, then either: (i) the Purchase Price shall be reduced by an amount equal to the award in any such action or proceeding, or (ii) the award in any such action or proceeding shall be paid to Seller, and Seller shall convey to Purchaser on the Closing Date that part of the Premises not taken.

9. **Seller's Closing Documents.** At or prior to the Closing, Seller (where applicable), at their sole cost and expense, in addition to any other documents required under this Agreement, shall deliver to Purchaser, in form and content reasonably acceptable to counsel for Purchaser, Purchaser's title insurance company and counsel for Purchaser's lender, the following:

(a) A statutory warranty deed (the "Deed") conveying to Purchaser good, marketable fee simple title to the Premises subject only to the Permitted Encumbrances, properly executed in form for recording;

(b) If applicable, a Real Estate Transfer Tax Return, along with checks to the order of the appropriate officers or to the title insurance company in payment of all applicable real property transfer taxes and fees;

(c) An affidavit of Non-Foreign Status;

(d) All current original real estate tax bills, water and sewer charge bills, and bills for any other municipal impositions or assessments, if any;

(e) a resolution of Seller, if required, authorizing the transaction contemplated herein, in form satisfactory to the Title Company;

(f) Such customary affidavits as Title Company shall reasonably require in order to omit from its title insurance policy all exceptions for judgments, bankruptcies or other returns against persons or entities whose names are the same as or similar to Seller's name, and such other documents, resolutions, certificates and instruments as may be reasonably required by such title insurance company in order for Seller to convey to Purchaser title to the Premises free and clear of all liens and encumbrances except for the Permitted Encumbrances; and

(g) Such evidence as shall be reasonably requested by and acceptable to Title Company of the authority of Seller and of the persons or parties executing this Agreement and all closing documents on behalf of Seller to enter into and consummate this Agreement and to execute and deliver all documents necessary to consummate the transaction described in or contemplated by this Agreement.

10. **Real Estate Taxes; Payments of Assessments.**

(a) The Premises are currently exempt from ad valorem taxes. Accordingly, ad valorem taxes shall not be collected or prorated at Closing. However, in the event it is determined that ad valorem taxes are owed on the Premises, real estate taxes for the then current tax year shall be prorated as of the Closing Date, such that Seller shall be responsible for that portion of ad valorem taxes owed for the portion of the tax year before Closing and through the Closing Date, and Purchaser shall be responsible for that portion of ad valorem taxes owed for that portion of the tax year following the Closing Date through the end of the tax year. If the amount of said taxes is not known at the time of the delivery of the Deed, they shall be apportioned

on the basis of the taxes last assessed with re-apportionment as soon as the new tax rate and valuation can be ascertained; and if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties.

(b) Seller shall pay all closing costs, except for those closing costs that are specifically the responsibility of Purchaser under Section 10(c) below, including but not limited to: (i) all real estate conveyance taxes and other transfer taxes, if any, for the Premises imposed by state or local authorities (including those transfer taxes customarily paid by a grantee); (ii) costs of removing any lien, assessment or encumbrance required to be discharged hereunder in order to convey title to each of the Premises as herein provided, including, without limitation, any prepayment penalties or fees incurred in connection therewith; (iii) fees and expenses of Seller's counsel; (iv) the cost of the standard owner's policy of title insurance (ALTA 2021 Form, including any additional items necessary to delete the "standard" exceptions for parties in possession, matters of survey and construction lien claims) and all title search costs; and (v) one-half (1/2) of the costs and fees charged by the closing Escrow Agent. All of such Seller's costs shall be credited against, and shall reduce dollar-for-dollar, the Purchase Price payable to Seller at the Closing.

(c) Purchaser shall pay the following items in addition to the Purchase Price payable to Seller at Closing: (i) fees and expenses of Purchaser's counsel; (ii) any cost Purchaser incurs in inspecting the Premises, including Phase I and any new surveys; (iii) recording costs for the Deed; (iv) the cost of any additional title endorsements that Purchaser typically obtains and which are not included in the standard extended owner's policy, (v) Broker's fees, and (vi) one-half (1/2) of the costs and fees charged by the closing Escrow Agent.

11. **Title Commitment; Exceptions to Title.** Seller shall provide a title commitment from Escrow Agent to issue an owner's policy of title insurance to be issued in accordance with commercially reasonable standards and insuring Purchaser with good and marketable and insurable fee simple title to the Property, free and clear of all liens, encumbrances, tenancies, covenants, conditions, restrictions and other matters of record affecting title except for the Permitted Encumbrances (the "Title Commitment"). The Title Commitment shall be provided by Seller to Purchaser on or within thirty (30) days of the Effective Date. The Premises are sold and are to be conveyed subject only to the following (collectively the "Permitted Encumbrances"):

(a) Any state of facts which an accurate survey of the Premises may disclose, provided the same do not render title to the Premises unmarketable, do not prevent, restrict, impede or interfere with the improvement of the Premises, or show any encroachments upon the Premises;

(b) Applicable zoning ordinances and building restrictions, provided same do not prohibit or interfere with the improvement of the Premises or the use thereof;

(c) All easements, restrictions and covenants of record, provided same do not prevent, restrict, impede or interfere with the improvement of the Premises or the use thereof;

(d) Current ad valorem taxes not yet due and payable;

(e) rights of way for public roads;

(f) easements for the installation or maintenance of public utilities servicing the Premises; and

(g) such other matters, if any, as may be acceptable to Purchaser.

After the date of this Agreement, Seller shall not further encumber the Premises or enter into any agreement which create exceptions to marketable title, except for Monetary Encumbrances (as hereinafter defined) which by their terms shall be payable at or prior to the Closing. If examination of title to the Premises shall reveal one or more defects, encumbrances or other exceptions to marketable title which are not Permitted Encumbrances, Purchaser agrees to notify Seller thereof on or prior to the expiration of the Due Diligence Period, and Seller shall cause same to be removed on or before the Closing Date and Seller shall be entitled to extend the Closing Date for a period not to exceed thirty (30) days in connection therewith. Seller shall use commercially reasonable efforts to deliver to Purchaser good, marketable title to the Premises, subject only to the Permitted Encumbrances. Anything in this Agreement to the contrary notwithstanding, if the examination of title shall reveal an encumbrance or other exception to marketable title which can be cured by the payment of money or by deposit with a Court of money only (such as a mortgage, mechanics lien, writ of attachment or judgment) ("Monetary Encumbrance") and Seller does not cure such Monetary Encumbrance at or prior to the Closing, Purchaser shall have the right to cure the title exception by deducting the amount required to cure same from the balance of the Purchase Price due at Closing. If Seller shall be unable (as opposed to refusing to do so or defaulting hereunder) to convey title to the Premises in accordance with the provisions of this Agreement, Purchaser, at its option, may either (i) accept such title as Seller can convey without any reduction in the Purchase Price, or (ii) terminate this Agreement, in which event Escrow Agent shall refund the Deposit to Purchaser, and neither party hereto shall have any further rights, obligations or liabilities under this Agreement (except such thereof as, by the terms of this Agreement, specifically survive a termination hereof).

12. Default; Liquidated Damages.

(a) **Seller's Default.** In the event that the sale of the Premises fails to close as a result of a default under this Agreement by Seller of any material term, provision or obligation on Seller's part to be kept and performed, Purchaser may either: (i) sue for specific performance, or (ii) terminate this Agreement, in which event the Escrow Agent shall deliver the Deposit to Purchaser and Seller shall reimburse Purchaser for Purchaser's verifiable, reasonable, out-of-pocket costs and expenses incurred in connection with any Physical Studies, the Site Plan, or Required Approvals (but specifically excluding any and all attorneys fees), in an amount not to exceed \$20,000.00 in the aggregate, upon which return and payment this Agreement shall be deemed terminated and neither party shall have any further rights hereunder. Notwithstanding anything to the contrary contained herein, if there is any default by Seller hereunder, such default shall not be effective until expiration of fifteen (15) business days after Purchaser shall give to Seller, at the address set forth in Section 23 hereof, written notice of such default, which notice shall afford to Seller the option within such fifteen (15) business day period to cure the default in accordance with the notice given by Purchaser. Notwithstanding the foregoing, Seller shall in no event be liable or responsible for any consequential, punitive, or special damages.

(b) **Purchaser's Default.** In the event of a default under this Agreement by Purchaser of any term, provision, or obligation on Purchaser's part to be kept and performed, Seller, as its sole and exclusive remedy at law or in equity, may terminate this Agreement, in which event Seller shall be entitled to retain the Deposit as liquidated damages and not as a penalty or forfeiture, and neither party hereto shall have any further rights, obligations or liabilities under this Agreement. It is understood and agreed by the parties hereto that such actual damages as Seller may suffer in the event of a default by Purchaser as described in this Section 13(b) would be extremely difficult and impracticable to ascertain, and that the payment of the Deposit to Seller is the parties' best current estimate of such damages. Notwithstanding anything to the contrary contained herein, if there is any default by Purchaser hereunder, such default shall not be effective until expiration of fifteen (15) business days after Seller shall give to Purchaser, at the address set forth in Section 23 hereof, written notice of such default, which notice shall afford to Purchaser the option within such fifteen (15) business day period to cure the default in accordance with the notice given by Seller. Notwithstanding the foregoing, Purchaser shall in no event be liable or responsible for any consequential, punitive, or special damages.

13. **Broker.** Seller and Purchaser represent and warrant to the other that it dealt with no broker with respect to this transaction other than Southpace Properties (the "Broker"), and agree that it shall indemnify and hold the other harmless from and against any loss, damage and liability including, without limitation, reasonable attorneys' fees, as a result of a breach of the foregoing representation and warranty. Purchaser shall pay the Broker pursuant to a separate agreement with the Broker fees to be paid by Purchaser at Closing.

14. **Subdivision; Declaration Amendment; Seller's Work; Repurchase Option.**

A. Seller has advised Purchaser that the Land has not yet been subdivided from the remainder of Lot 3. Promptly following the Effective Date, Seller shall have the Premises, subdivided and platted in accordance with the City of Huntsville's subdivision regulations (the "Plat"). A copy of the preliminary Plat shall be provided by Seller to Purchaser prior to its submittal to the Planning commission of the City of Huntsville. The Plat shall be prepared and recorded, at the City's sole cost and expense, on or prior to the Closing Date in the Probate Records of Madison County, Alabama. Once finalized and recorded, the legal description of the Premises shall be the property as described within and with reference made to the recorded Plat. Additionally, in conjunction with the finalization, approval, and recordation of the Plat, Seller, at its sole cost and expense, shall cause the existing internal public utility easements running through the middle of Lot 3, to be vacated and extinguished of record prior to Closing (the "Easement Vacation").

B. As a condition to Closing, Seller shall deliver to Purchaser a Declaration of Restrictive Covenants (the "Declaration") containing a use restriction against any owner, tenant or occupant of Lot 2, and Lot 3, or any portion thereof, according to that certain plat of Tall Pines Commercial Development, recorded as Plat Book 2023, Pages 380 – 381 in the Probate Records of Madison County, Alabama (the "Outparcels"), except for the Premises, from using, leasing or allowing the operation of an Auto Center on or within the Outparcels. The form of Declaration shall be mutually agreed upon by the parties prior to Closing and subject to Purchaser's approval. Prior to the expiration of the Due Diligence Period, Purchaser shall provide Seller with a draft of the proposed Declaration for Purchaser's review and approval. For purposes of this Agreement, the term "Auto Center" shall mean a business engaged in the sale of automobile tires, general automotive repair and/or diagnostics, oil changes or quick-lube services.

C. In the event Purchaser fails to commence construction on the Premises on or within one hundred eighty (180) days from the date of conveyance (the "Commencement of Construction Deadline"), then upon Purchaser's failure to Commence Construction by the Commencement of Construction

Deadline, subject to extension arising from any Force Majeure Events as defined below, Seller, at its sole option, may repurchase the Property from Purchaser for a sum equal to the Purchase Price paid by Purchaser for the Premises ("**Repurchase Option**"). The Commencement of Construction Deadline shall be automatically extended day-for-day for any delays caused by Force Majeure Events. "Force Majeure Events" shall mean any acts of God, war, civil unrest, terrorism attacks, strikes, labor disputes, material or labor shortages, government action or inaction, pandemics, epidemics, floods, fires, unusually severe weather conditions, or other causes beyond the reasonable control of Purchaser that materially affect Purchaser's ability to Commence Construction. Seller shall have twelve (12) months following the Commencement of Construction Deadline to exercise its Repurchase Option (the "**Repurchase Option Period**"), requiring Purchaser, its successors or assigns, to reconvey the Premises back to Seller by statutory warranty deed. Seller's failure to exercise its Repurchase Option within the Repurchase Option Period or prior to Purchaser's Commencement of Construction, whichever occurs sooner, shall be deemed a waiver of Seller's Repurchase Option. "Commence Construction" or "commencement of construction" shall mean all necessary permits and approvals have been obtained, foundations and footings have been poured, and actual physical construction on the Premises has begun. Upon termination of Seller's Repurchase Right as provided above, Seller shall, upon written request, provide a written release of the Repurchase Right, in recordable form. This Section 15(D) shall survive the Closing and shall be included in the Deed.

15. **Assignment.** Purchaser may assign its rights and obligations under this Agreement to any related entity or company controlled by or sharing common control or ownership with Purchaser (an "**Affiliate Entity**") or otherwise made as a result of any restructure, consolidation, merger, or reorganization of Purchaser in which Purchaser or the Affiliate Entity is the surviving entity without the consent of Seller. In the event of an Assignment, Purchaser shall provide the Escrow Agent with notice of the Assignment, including the name, form of entity, address, and current contact information of the Affiliate Entity, along with any related entity or company documents of said Affiliate Entity as may be requested by the Escrow Agent. Prior to Closing, the City and/or Escrow Agent may require Purchaser and Affiliate Entity to execute and acknowledge a formal assignment document in a form reasonably acceptable to Closing Agent.

16. **Purchaser's Representations; Seller's Representations;
Seller's Covenants Pending Closing.**

(a) **Purchaser's Representations.** Purchaser hereby acknowledges and represents that neither Seller nor any person or party on behalf of Seller has made any representation of any nature whatsoever not specifically set forth in this Agreement upon which Purchaser has relied in entering into this Agreement or upon which Purchaser shall rely in consummating the transactions described in or contemplated by this Agreement; and Purchaser further acknowledges and represents that it has not been induced to execute this Agreement by any act, statement, representation, warranty, covenant, undertaking, agreement or promise of Seller or any agent of Seller except by such representations, warranties, covenants, conditions and agreements as are expressly set forth in this Agreement.

(b) **Seller's Representations.** Seller hereby represents and warrants to Purchaser, to Seller's actual knowledge without investigation or inquiry to the following matters, each of which is so warranted to be true and correct as of the date hereof, and shall, as a condition to Purchaser's obligations hereunder, be true and correct on the Closing Date and shall survive for a period of six (6) months after the Closing Date:

(i) Seller is the sole owner of and has good, marketable title to the Premises free and clear of all liens, encumbrances, tenancies and rights of occupants, subject only to the Permitted Encumbrances;

(ii) The Land is adequately zoned as of right for use of as an Auto Center without the need for any use approval, including, without limitation, any variance, rezoning, special and/or conditional use permit;

(iii) Seller has entered into no other presently effective agreement to sell the Premises, or any portion thereof; nor has it granted any presently effective option for the sale of the Premises or any portion thereof or right of first refusal with respect thereto;

(iv) Seller has received no written complaint or written notice of any violation of any law, ordinance or governmental regulation or code affecting the Premises which has not been corrected;

(v) Seller has no knowledge of pending or contemplated condemnation proceedings affecting the Premises or any part thereof;

(vi) Seller is not now a party to any litigation and Seller knows of no litigation or threatened litigation affecting the title to the Premises and Seller shall give to Purchaser prompt notice of the institution of any such litigation prior to the Closing Date;

(vii) The execution, delivery and performance by Seller of this Agreement in accordance with its terms has been duly authorized by the City Council and does not violate the terms of any contract, agreement, commitment, order, judgment or decree to which Seller is a party or by which it is bound;

(viii) Seller is not a "foreign person" as defined in the Internal Revenue Code of 1986, as amended, and as contemplated by the Foreign Investments in Real Property Tax Act (96 Stat. 2682), as amended by the Deficit Reduction Act of 1984, including, without limitation, a non-resident alien, a foreign corporation, foreign partner or trust or a foreign estate, and Seller shall deliver to Purchaser at closing a certification of such non-foreign status; and

(ix) Seller has the full right, power and authority to enter into this Agreement and to execute and deliver all other instruments and documents contemplated hereby and to consummate the sale of the Premises and perform all of Seller's other obligations under this Agreement.

(c) **Seller's Covenants Pending Closing.** Seller covenants and agrees that between the date hereof and the Closing Date, Seller:

(i) shall not grant, create or suffer any rights in any third parties affecting the Premises or any part thereof without the consent of Purchaser which consent shall not be unreasonably withheld or delayed; and

(ii) shall not construct any buildings, structures or other improvements on the Premises.

18. **Binding Effect.** This Agreement shall inure to the benefit of and bind the parties hereto and their respective legal representatives, heirs, administrators, executors, successors and assigns.

19. **Merger; Amendment.**

(a) **Merger.** This Agreement embodies the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior negotiations, agreements and understandings, written or oral, formal or informal, all of which are deemed to be merged herein.

(b) **Amendment.** This Agreement may only be amended in a writing signed by Seller and Purchaser.

20. **Pronouns.** All pronouns and nouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, and the singular or plural, as the identity of the parties or the sense of the context may require.

21. **Invalidity.** If any term or provision of this Agreement shall to any extent or for any reason be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be valid and enforceable to the fullest extent permitted by law, subject to such modification hereof as may be necessitated by such invalidity, illegality or unenforceability.

22. **Applicable Law.** This Agreement, and all questions of interpretation hereof and all controversies hereunder, shall be construed in accordance with and governed by the laws of the State of Alabama without regard to its conflict of law provisions.

23. **Notice.** Any notice, demand, request or other communication made, given, required or permitted pursuant to this Agreement shall be sufficient if it is (a) in writing, (b) delivered either (i) personally against written receipt, or (ii) mailed by certified or registered United States first-class mail, return receipt requested, postage prepaid, or (iii) delivered by a nationally reputable overnight carrier service providing for receipted delivery, and (c) addressed to the party for whom intended, as follows:

If to Seller: City of Huntsville
 305 Fountain Cir.
 Huntsville, Alabama 35801
 Attn.: Jim McGuffey
 Email: jim.mcguiffey@huntsvilleal.gov
 Phone:

with a copy to: Lanier Ford Shaver & Payne, PC
 2101 West Clinton Avenue, Suite 102
 Huntsville, Alabama 35805
 Attn.: Katie Beasley, Esq.
 Email: kab@lanierford.com
 Phone: (256) 713-2230

if to Purchaser: Express Oil Change, L.L.C.
 1880 Southpark Drive
 Birmingham, Alabama 35244
 Attn.: R. Kent Feazell, EVP
 Email: kfeazell@expressoil.com

Express Oil Change, L.L.C.
100 Hillside Avenue
White Plains, New York 10603
Attn.: Real Estate/Lease Administration

with a copy to:

Bullard Law Group, PLLC
201 Old Country Road, Suite 120
Melville, New York 11747
Attn.: Edward J. Bullard Jr., Esq.
Email: ebullard@bullardpllc.com
Phone: (516) 368-8830

Notices may also be sent via email provided a copy is contemporaneously sent by one of the methods provided above. Either party may designate by notice given to the other a new address to which notices or other communications intended for such party shall thereafter be given. Unless otherwise stated in this Agreement, a notice or other communication shall be deemed given on either (a) the date personally delivered against written receipt (including via email), or (b) one (1) business day after delivery to overnight courier service for next day delivery, or (c) three (3) business days after being deposited in the United States mail in the manner aforesaid.

24. **Calculation of Time.** Whenever in this Agreement a period of time is stated as a number of days, it shall be construed to mean calendar days; provided, however, that when any period of time so stated would end upon a Saturday, Sunday or legal holiday, such period shall be deemed to end upon the next day following which is not a Saturday, Sunday or legal holiday.

25. **Waivers; Extensions.** No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for the performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.

26. **Delays.** In any case where either party hereto is required to do any act, delays caused by or resulting from act of God, war, civil commotion, riots, fire or other casualty, labor difficulties, general shortages of labor, materials or equipment, appeals, governmental regulations, restrictions or orders, travel restrictions, quarantines or moratorium, pandemic, epidemic or widespread contagion, force majeure or other causes beyond such party's reasonable control, shall not be counted in determining the time when the performance of such act must be completed, whether such time be designated by a fixed time, a fixed period of time, or "a reasonable time".

27. **Survival.** Unless otherwise specifically stated herein, neither this Agreement nor any of the covenants, conditions, representations, warranties, indemnities or other terms or provisions hereof shall survive the closing of title.

28. **Attorneys as Agents for the Parties.** The parties hereto acknowledge that their respective attorneys may give to the other party notices with the same force and effect as if such notices had been given by the parties themselves.

29. **Incorporation by Reference.** All documents, instruments, schedules and other matters attached to this Agreement as exhibits are specifically made a part hereof and incorporated herein by the reference thereto in this body of this Agreement.

30. **Captions.** Captions are used in this Agreement solely for convenience of reference and shall neither be considered a part of this Agreement nor affect the construction to be given any of the provisions hereon.

31. **Counterparts.** This Agreement may be executed in duplicate originals, each of which shall be deemed an original.

32. **Effective Date.** The Effective Date shall mean the date this Agreement has been executed by Seller.

33. **Further Assurances.** At Escrow Agent's request, the parties shall execute and deliver any additional documents reasonably required to carry out the transaction contemplated herein or to correct any scrivener's error or omissions contained in this Agreement or any document executed pursuant hereto or in connection with the transaction contemplated herein.

34. **No Partnership or Joint Venture.** Nothing contained in this Agreement shall constitute or be construed to be a partnership or joint venture among or between Seller and Purchaser, and/or their respective successors and assigns.

35. **No Third-Party Beneficiaries.** This Agreement is intended only for the benefit of the parties hereto, and neither this Agreement, nor any of the rights, interests, obligations, or commitments hereunder, is intended for the benefit of any other person, entity, or third party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date written below.

[signature page(s) to follow]

[Seller's Signature Page.]

SELLER:

**CITY OF HUNTSVILLE, an Alabama municipal
corporation.**

By: _____
Tommy Battle, Mayor

Attested to by:

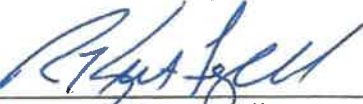
By: _____
Shaundrika Edwards, City Clerk

Date: _____

PURCHASER:

EXPRESS OIL CHANGE, L.L.C.

By:



Name: R. Kent Feazell

Title: EVP

Date:

10/24/25

EXHIBIT A

Description of Land

A tract of land lying and being in Section 31, Township 2 South, Range 1 East of the Huntsville Meridian.

Said tract being a portion of property conveyed to The City of Huntsville in Plat Book 2023, Page 380 as recorded in the Office of the Judge of Probate for Madison County, Alabama and being more particularly described as:

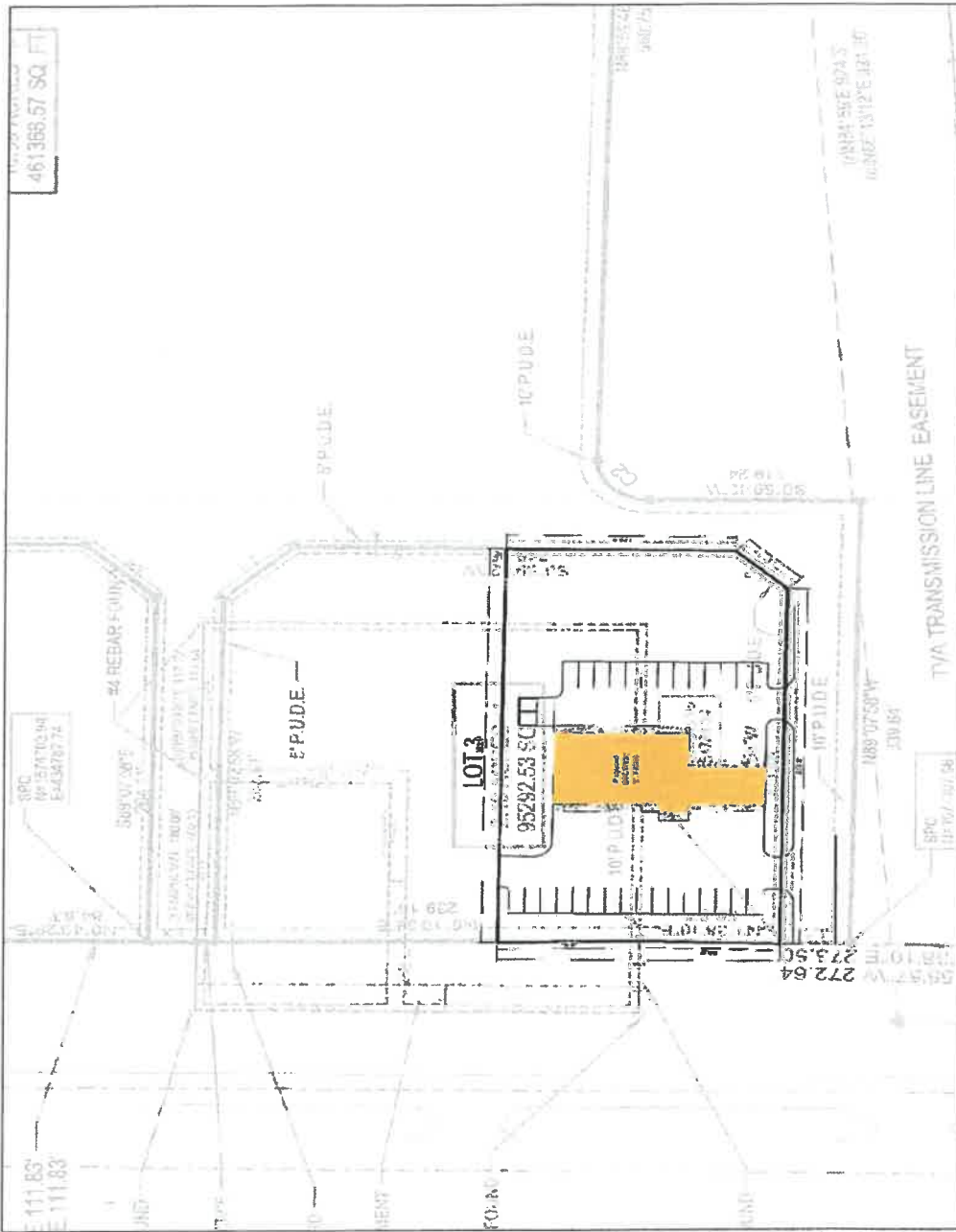
Beginning at a #5 rebar with a cap stamped "GARVER LLC CA-445-LS" (typical) set marking the southwest corner of Lot 3 of Tall Pines Commercial Development as recorded in the Office of the Judge of Probate for Madison County, Alabama in Plat Book 2023, Page 380, said point also marking the east right-of-way of U.S. Highway 231-431 and the Point of Beginning of the herein described tract having established grid coordinates of (N) 1574345.95, (E) 434784.34 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83).

Thence along said right-of-way North 1 Degrees 38 Minutes 10 Seconds East a distance of 80.87 feet to a #5 rebar set; thence North 0 Degrees 10 Minutes 39 Seconds East a distance of 79.02 feet to a #5 rebar set; thence leaving said right-of-way South 89 Degrees 07 Minutes 58 Seconds East a distance of 301.44 feet to a #5 rebar set, marking the east boundary of said Lot 3; thence along the east boundary of said Lot 3 South 0 Degrees 59 Minutes 42 Seconds West a distance of 129.95 feet to a #5 rebar set; thence South 45 Degrees 55 Minutes 52 Seconds West a distance of 42.38 feet to a #5 rebar set, marking the south boundary of said Lot 3; thence leaving said east boundary and along the south boundary of said Lot 3 North 89 Degrees 07 Minutes 58 Seconds West a distance of 271.28 feet to the POINT OF BEGINNING.

The above described tract contains 1.095 acres (47646.75 sq. ft.) more or less and is subject to any existing easements and rights-of-way whether or not recorded in the public records

EXHIBIT B

Conceptual Site Plan



EXPRESS OIL CHANGE - CONCEPT PLAN



Huntsville, AL (Meridianville)