



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 12/18/2025

File ID: TMP-6367

Department: Urban Development

Subject:

Type of Action: Introduction

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

Ordinance No.

Finance Information:

Account Number: TBD

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

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

Additional Comments:

15.23 acres of property on the south side of Bob Wade Lane and on the north side of the Huntsville Northern Bypass.

ORDINANCE NO. 25-_____

**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 15.23 acres, more or less, as more particularly described as follows in Exhibit "A" attached hereto (the "Subject Property"); and

WHEREAS, Hank Holdings, LLC, an Alabama 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 Hank Holdings, LLC attached hereto as Exhibit "B" (the "Agreement"), and pursuant to the terms and conditions therein, the Subject Property will be sold to Hank Holdings, LLC in exchange for Three Million Two Hundred Sixty-Eight Thousand Two Hundred and No/100 Dollars (\$3,268,200.00); 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 Hank Holdings, LLC; 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 Hank Holdings, LLC 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 _____, 202__.

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

APPROVED this the _____ day of _____, 202__.

Mayor of the City of Huntsville, Alabama

EXHIBIT "A"
(Legal Description of Subject Property)

A tract of land lying and being in Section 36, Township 2 South, Range 1 West of the Huntsville Meridian, more particularly described as follows:

Commencing at the northeast corner of Section 36, Township 2 South, Range 1 West of the Huntsville Meridian; thence South 68 Degrees 52 Minutes 41 Seconds West a distance of 43.16 feet; thence North 89 Degrees 07 Minutes 59 Seconds West a distance of 459.45 feet to a #5 rebar with a cap stamped "GARVER LLC CA-445-LS" (typical) set marking the northeast corner of a tract of land conveyed to Kirkpatrick Swaim and Joni D Swaim in Deed Book, 2020, Page 10142 as recorded in the Office of the Judge of Probate for Madison County, Alabama, said point being the Point of Beginning of the herein described tract having established grid coordinates of (N) 1575913.45, (E) 434138.39 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83);

Thence along the east boundary of said Swaim tract South 1 Degrees 24 Minutes 21 Seconds West a distance of 319.19 feet to a #5 rebar found with a cap stamped "Garver LLC CA-445-LS"; thence North 88 Degrees 35 Minutes 42 Seconds West a distance of 360.00 feet to a #5 rebar found with a cap stamped "Garver LLC CA-445-LS"; thence South 1 Degrees 24 Minutes 21 Seconds West a distance of 100.00 feet to a #5 rebar found with a cap stamped "Garver LLC CA-445-LS" marking the southeast corner of said Swaim tract; thence leaving said east boundary and along the south boundary of said Swaim tract North 88 Degrees 35 Minutes 42 Seconds West a distance of 417.37 feet to a #5 rebar set; thence North 55 Degrees 51 Minutes 34 Seconds West a distance of 83.22 feet to a #5 rebar set; thence North 88 Degrees 35 Minutes 42 Seconds West a distance of 160.00 feet to a #5 rebar set; thence South 53 Degrees 08 Minutes 51 Seconds West a distance of 72.67 feet to #5 rebar set, said point being on a curve to the right having a radius of 2300.00 feet, a chord of North 80 Degrees 00 Minutes 39 Seconds West for a distance of 725.00 feet; thence along the arc of said curve 728.04 to #5 rebar set marking the southwest corner of said Swaim tract; thence leaving the south boundary and along the west boundary of said Swaim Tract North 2 Degrees 50 Minutes 28 Seconds West a distance of 294.44 feet to a #5 rebar found marking the northwest corner of said Swaim tract; thence leaving the west boundary and along the north boundary of said Swaim tract South 89 Degrees 16 Minutes 57 Seconds East a distance of 187.72 feet to a #5 rebar found; thence South 89 Degrees 07 Minutes 44 Seconds East a distance of 1142.09 feet to a #5 rebar set; thence South 89 Degrees 07 Minutes 59 Seconds East a distance of 473.39 feet to the POINT OF BEGINNING.

The above-described tract contains 15.23 acres (663209.43 sq. ft.) more or less and is subject to any existing easements and right-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 Hank Holdings, LLC.]

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into by, between and among the **City of Huntsville**, an Alabama municipal corporation ("City" or "Seller"), and **Hank Holdings, LLC**, an Alabama limited liability company, or its permitted assigns ("Purchaser") effective as of this ____ day of _____, 2025 (the "Effective Date").

RECITALS:

WHEREAS, Seller is the owner of certain real property lying in Huntsville, Madison County, Alabama, located on the south side of Bob Wade Lane and on the north side of the Huntsville Northern Bypass, consisting of approximately 15.23 acres, more or less, identified by Madison County Tax Assessor Records as PPINs 27329, 556925, and 1973, as more particularly described in **Exhibit "A"** attached hereto and incorporate herein, and depicted as Tract 1 in the boundary survey attached hereto as **Exhibit "B"** (the "Property").

WHEREAS, Purchaser desires to purchase the Property from Seller to develop for commercial purposes and Seller desires to sell the Property to Purchaser upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of Ten Dollars and No/100 (\$10.00), the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser agree as follows:

1. **Sale and Purchase.** The parties incorporate by reference the Recital clauses set forth above as if fully set forth herein. Subject to and in accordance with the terms of this Agreement, Seller agrees to sell the Property to Purchaser and Purchaser agrees to purchase the Property from Seller, together with the improvements thereon, if any, and all rights, easements (except for those public utility easements that may be reserved by Seller at Closing), interests, privileges, tenements, and hereditaments appurtenant thereto.

2. **Purchase Price.** The purchase price for the Property shall be THREE MILLION TWO HUNDRED SIXTY-EIGHT THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$3,268,200.00) (the "Purchase Price"). The Purchase Price shall be paid to Seller in cash or immediately available funds, upon delivery of the Deed to Purchaser, and upon satisfaction of all Closing Conditions set forth in Section 8 below (the "Closing").

3. **Earnest Money.**

(a) Within five (5) business days following the Effective Date, Purchaser shall deliver to Closing Agent (hereinafter defined) the sum of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) (the "Earnest Money") in cash or immediately available funds.

(b) Throughout the term of this Agreement, Closing Agent shall hold and disburse the Earnest Money in accordance with the terms and conditions of this Agreement, and deposit the Earnest Money with a national bank whose depositors are insured by the Federal Deposit Insurance

Corporation or other financial institution located in Huntsville, Alabama which is reasonably acceptable to Purchaser.

(c) On the Closing Date, the Earnest Money will be applied as part payment of the Purchase Price.

4. Title Commitment; Seller Deliverables. The City shall provide a title commitment from Lanier Ford Shaver & Payne, PC ("Closing 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, easements and other matters of record affecting title except for the Permitted Exceptions ("Title Commitment"). "Permitted Exceptions" shall mean: (i) current city, state and county ad valorem taxes not yet due and payable; (ii) easements reserved by Seller at Closing for the installation or maintenance of public utilities servicing the Property; (iii) easements, restrictions, and setback lines of record; (iv) rights of way for public roads; (v) subdivision regulations and zoning ordinances of applicable governmental entities; and (vi) such other matters, if any, as may be acceptable to Purchaser. The City shall remove all monetary liens, if any, prior to Closing. Seller will provide Purchaser with copies of any recent survey, Phase I and Geotech reports, and other due diligence reports pertaining to the Property and currently within Seller's possession within ten (10) business days of the Effective Date ("Seller Deliverables").

5. Title.

(a) The Closing Agent shall issue an ALTA Owner's policy of title insurance in favor of Purchaser in form and substance acceptable to Purchaser ("Title Policy"). The Title Policy premium shall be paid by Purchaser at Closing. Not less than three business days before Closing, Purchaser shall advise Closing Agent of any requested endorsements and the valuation for pending improvements Purchaser desires to simultaneously insure.

(b) Purchaser shall have until ten (10) days prior to the expiration of the Inspection Period (hereinafter defined) in which to examine the Title Commitment and in which to give Seller written notice of any objections to items set forth therein or in the Survey. Purchaser may reexamine title to the Property up to and including the Closing Date and give Seller written notice of any additional objections appearing of record subsequent to the effective date of the Title Commitment, but Purchaser's failure to specify in its initial notice of title objections any objection appearing of record as of the effective date of such initial Title Commitment shall be deemed to be, and shall constitute, a waiver of any such objection, and such objection shall thereafter constitute a Permitted Exception under this Agreement; and, if Purchaser shall fail so to examine title to the Property or to give Seller such initial notice of title objections, Purchaser shall be deemed to have waived all objections appearing of record as of the expiration of the Inspection Period, and all such objections shall thereafter constitute Permitted Exceptions under this Agreement. Notwithstanding the foregoing, in no event shall any mortgage, deed of trust, mechanic's or materialman's lien, or other encumbrance which can be satisfied through the payment of money be considered a Permitted Exception hereunder, regardless of whether Purchaser objects thereto, and Seller shall cause all such monetary encumbrances to be satisfied prior to or at Closing.

(c) Seller shall have until the date five (5) business days after receipt of Purchaser's title objection notice, in which to review Purchaser's initial notice of title objections and, if Seller elects, in which to give Purchaser written notice of any objections specified therein which Seller does not intend to attempt to satisfy. Seller shall use commercially reasonable efforts to satisfy the remaining objections. If Seller refuses or fails to cure any title objections, Purchaser shall have the right to terminate this Agreement at any time prior to Closing and the Earnest Money shall promptly be refunded to Purchaser. If Purchaser does not elect to terminate this Agreement pursuant to the foregoing sentence, Purchaser shall be deemed to have waived any objection specified in Purchaser's initial notice of title objections, and any such objection shall thereafter constitute a Permitted Exception under this Agreement.

(d) Seller shall have until the Closing Date to satisfy all objections other than those waived by Purchaser pursuant to Section 5(b) and, if Seller fails to so satisfy any such objections, then, at the option of Purchaser, and as its sole and exclusive alternatives and remedies, Purchaser may either: (i) terminate this Agreement in which event all rights and obligations of the parties under this Agreement shall expire, the Earnest Money shall be promptly refunded to Purchaser, and this Agreement shall become null and void; or (ii) waive such satisfaction and performance and elect to consummate the purchase and sale of the Property, in which event all unsatisfied objections shall constitute Permitted Exceptions under this Agreement.

6. Inspection Period. Commencing on the Effective Date and ending one hundred eighty (180) days later (the "Inspection Period"), Purchaser, its agents, designees, and contractors shall have the right to enter the Property for the sole purpose of conducting Purchaser's due diligence investigations of the Property, including without limitation, review of title, surveys, geological studies, sole borings, environmental assessments, and such other investigations, studies or tests as Purchaser may deem necessary or desirable in order to determine whether or not the Property is suitable for its intended use. Purchaser shall not have any liability for discovery of adverse conditions on the Property which were not caused by Purchaser's activities pursuant to this Section 6. Seller is currently in the process of performing a flood study on the Property, and once completed, shall provide Purchaser with a copy. In the event Purchaser shall determine the Property is not suitable and satisfactory to Purchaser for any reason, Purchaser shall have the right to terminate this Agreement by giving written notice thereof to Seller on or before the expiration of the Inspection Period. In the event Purchaser gives Seller such notice pursuant to the immediately preceding sentence, this Agreement shall terminate, the Earnest Money shall be promptly refunded to Purchaser, and the rights and obligations of the parties under this Agreement, and this Agreement shall become null and void. If Purchaser does not terminate this Agreement in accordance with the provisions of this Section 6 on or before the expiration of the Inspection Period, Purchaser shall have no further right to terminate this Agreement pursuant to this Section 6. Purchaser at its option may waive or proceed to Closing prior to the expiration of the Inspection Period by providing written notice to Seller and Closing Agent in accordance with Section 16 herein.

Purchaser shall have the right to extend the Inspection Period one (1) time for an additional period of sixty (60) days upon giving written notice to Seller and depositing an additional FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) with Closing Agent (the "Extension Payment") on or before the expiration of the Inspection Period. The Extension Payment shall be

deemed to be part of the Earnest Money and all references to Earnest Money shall include the Extension Payment, if applicable; provided, however, the Extension Payment shall be non-refundable to Purchaser, except in the event of a Seller default or as otherwise set forth herein.

7. Closing. Closing shall occur on or within ninety (90) days following the expiration of the Inspection Period, or at such other date and time as is mutually agreed upon by the parties in writing (the "Closing Date"). Closing shall occur at the offices of Closing Agent. The parties may deliver any documents or closing funds as required herein on or before the Closing Date, such that neither party will be required to be physically present at Closing. Possession of the Property shall be provided to Purchaser at Closing.

(a) On or before Closing, Seller shall deliver the following items to Closing Agent, properly executed and notarized and in form and substance acceptable to Purchaser and Closing Agent:

(i) A statutory warranty deed conveying good and marketable fee simple title to the Property to Purchaser subject only to the Permitted Exceptions (the "Deed").

(ii) Recorded or recordable releases terminating and releasing all monetary liens, if any.

(iii) A seller's/owner's title affidavit and any other documents, certificates and agreements that the Closing Agent and/or title company may reasonably require to issue an updated title commitment or owner's title policy.

(iv) A closing statement mutually agreed to by the parties, validly executed and delivered by Seller.

(v) All other documents reasonably requested by the Title Company to carry out the transaction contemplated by this Agreement, including, but not limited to, (A) an affidavit of Non-Foreign Status of Seller, (B) formation documents, certifications, resolutions, brokers affidavits and other reasonable and customary documents establishing that Seller is duly authorized and empowered to enter into this Agreement and perform its obligations hereunder, and (C) such additional assignments, instruments and documents executed and delivered by Seller as may be reasonably necessary to complete the transfer of the Property, to clear title, and/or to otherwise carry out the intent and purposes of this Agreement.

(b) On or before Closing, Purchaser shall deliver to Closing Agent the following:

(i) The Purchase Price and any additional amounts required to cover any Closing Costs.

(ii) A closing statement mutually agreed to by the parties, validly executed and delivered by Purchaser.

(iii) Such other documents, such as customary affidavits or company agreements and/or written consents, as may be reasonably requested by Closing Agent or its Title

Company to close on the Property and/or in accordance with the terms of this Agreement, in form and substance acceptable to Purchaser and Title Company.

8. Closing Conditions. Closing shall be contingent upon the following conditions being satisfied on or before the Closing Date ("Closing Conditions"):

(a) Declaration of Surplus. Declaration of the Property as "surplus" pursuant to an official ordinance and approval of this Agreement by the City Council of the City of Huntsville ("City Council").

(b) Final Subdivision Plat. The parties shall work in good faith with one another to have the Property subdivided and platted in accordance with the City of Huntsville's subdivision regulations (the "Plat"). On or before Closing, Seller shall record the Plat, at Seller's expense, in the Office of the Judge of Probate of Madison County, Alabama. Once finalized and recorded, the legal description of the Property shall be the Property as described in, and with reference made to, the recorded Plat.

In the event the Closing Conditions are not satisfied on or before Closing, Purchaser shall have the right, exercisable at Purchaser's sole discretion, to terminate this Agreement, whereupon the Earnest Money shall be returned to Purchaser and the rights and obligations of the parties hereto shall cease, except those which expressly survive termination.

9. Property Taxes. All ad valorem or property taxes on the Property shall be prorated as of the Closing Date, such that Seller shall be responsible for any ad valorem taxes due up to and through the Closing Date, and Purchaser shall be responsible for all ad valorem taxes due after the Closing Date. At this time, the Property is currently assessed as exempt. Seller shall be responsible for any and all rollback taxes.

10. Closing Costs. All closing costs, including any title insurance premium, all deed, transfer, and mortgage taxes, and any and all recording costs and closing fees shall be paid by Purchaser. Provided, however, Seller shall pay for any title commitment fee and the cost to prepare the Deed. Each party shall pay for its own attorney's fees incurred in connection with the transaction contemplated by this Agreement.

11. Permitting and Approvals. If Purchaser decides to develop and/or construct and maintain structures or improvements on the Property, Purchaser, its agents, employees and contractors, will use commercially reasonable efforts to obtain all necessary licenses, permits, and certificates that are required to construct, own, operate, and maintain the Property. Accordingly, Seller shall work in good faith to assist Purchaser in Purchaser's application for and obtaining of all applicable permits, licenses, certificates, or approvals required in connection with Purchaser's intended use of the Property. 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 requirements. This Section shall survive Closing.

12. Risk of Loss; Condemnation. Prior to Closing, the risk of loss for the Property shall be retained by Seller. Seller shall give Purchaser prompt written notice of any condemnation,

eminent domain or taking of any portion of the Property (a "Taking"). In the event of any Taking that in Purchaser's reasonable judgment will materially adversely affect Purchaser's intended use the Property, then Purchaser shall be entitled to terminate this Agreement, exercisable by written notice on or before ten (10) days following Seller's written notification of the Taking, whereupon the rights and obligations of the parties under this Agreement shall cease, and this Agreement shall become null and void. If Purchaser does not elect to terminate this Agreement as a result of such Taking, the parties shall proceed to the Closing, and (i) Purchaser shall pay the full Purchase Price, and Seller shall assign to Purchaser condemnation awards and settlements applicable to the Property, or (ii) Seller shall give Purchaser a credit against the Purchase Price equal to the allocable portion of such award or settlement if it has previously been received by Seller.

13. Governing Law. The terms and conditions of this Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Alabama without regard to its conflict of law provisions.

14. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty or covenant not included in this Agreement has been or is being relied upon by either party. Each party has relied upon its own examination of this Agreement and the provisions, warranties, representations and covenants expressly contained herein.

15. Successors and Assigns. All rights and obligations of the parties under this Agreement shall inure the benefit of and be binding upon all successors and assigns of each party.

16. Notice. All notices shall be in writing and may be delivered by any of the following methods: (i) hand delivery, (ii) certified United States Mail or nationally-recognized overnight delivery service (such as, FedEx or UPS), or (ii) email transmission. Notices shall be deemed received, (i) if delivered by hand, on the date of delivery, (ii) if delivered by U.S. Mail or overnight delivery service, on the date the same is deposited with the applicable carrier, or (iii) if delivered by email on the date the transmission is sent. Notices shall be addressed as follows:

If to Seller: City of Huntsville
 Attn: Shane Davis
 305 Fountain Circle, 4th Floor
 Huntsville, AL 35801
 Ph: 256-427-5300
 Email: shane.davis@huntsvilleal.gov

With a copy to: Lanier Ford Shaver & Payne, PC
 Attn: Katie Beasley
 2101 W. Clinton Ave. Ste. 102
 Huntsville, Alabama 35805
 Ph: 256-535-1100
 Email: kab@lanierford.com

If to Purchaser: Hank Holdings, LLC
 Attn: Mr. Don Beck

2203 De Russey Road SE
Huntsville, AL 35801
Ph: 256-797-5538
Email: Don.Beck@tscg.com

With a copy to: Maynard Nexsen PC
Attn: Graham Burgess
655 Gallatin Street SW
Huntsville, AL 35801
Ph: 256-512-5748
Email: gburgess@maynardnexsen.com

17. Seller's Representations, Warranties, and Covenants. Seller makes the following representations, warranties, and covenants:

(a) The City has full right and authority to enter this Agreement and to perform all obligations of Seller, and the City, by action of its governing body, has duly authorized the execution, delivery, and performance of this Agreement.

(b) The execution, delivery, and performance of this Agreement by Seller does not and will not result in any violation of, conflict with, or constitute a default under, any agreement, mortgage, ordinance, resolution, indenture, or other instrument to which the City or the Property are subject.

(c) There is not now pending nor, to the actual knowledge of the City, threatened, any litigation, proceeding, or investigation affecting the City which questions (i) the validity or organization of the City, (ii) the members, title or positions of the members of the City Council of the City of Huntsville or the manner in which the City's officers are selected, or (iii) the subject matter of this Agreement.

(d) There are no pending, or to Seller's knowledge, threatened or contemplated condemnation actions involving all or any portion of the Property.

(e) Seller during its ownership of the Property has been, in compliance with any applicable federal, state, local or foreign laws, statutes, rules, regulations, standards, requirements, rules and principles of common law, ordinances and codes, including any judicial and administrative interpretations thereof, relating to (A) the protection, preservation, regulation or restoration of the environment (including, air, water vapor, surface water, groundwater, drinking water supply, surface land, subsurface land, plant and animal life or any other natural resource); (B) the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, release, storage, remediation or disposal of, Hazardous Substances (defined below); or (C) safety issues (including occupational safety and health), in each case as amended and as in effect on or prior to the date hereof (collectively, "Environmental Laws") at the Property.

(f) With respect to the Property, Seller has not received any written notices, citations, penalties, complaints, demand letters, orders or requests for information indicating that Seller is or

may be in violation of, or liable under, any Environmental Law, and Seller is not subject to any pending or, to Seller's knowledge, threatened proceeding under any Environmental Law or with respect to materials, substances, or wastes listed, regulated or defined under Environmental Law.

(g) The Property is not subject to any outstanding agreements of sale or any options, liens, or other rights of third parties to acquire any interest therein.

If Purchaser shall discover prior to Closing that any of the representations, warranties, or covenants set forth in this Section 17 were untrue when made, or have become untrue prior to the Closing, then, Purchaser shall have the right to terminate this Agreement and receive a refund of the Earnest Money, or Purchaser may waive such condition and proceed to Closing. Any misrepresentation by Seller in this Section 17 shall be considered a default by Seller, and, in such event, Purchaser shall have all rights and remedies set forth in Section 20. Seller shall immediately notify Purchaser if any of the representations or warranties in this Section 17 become untrue.

18. Purchaser's Representations and Warranties. Purchaser hereby makes the following representations and warranties:

(a) Purchaser is a duly organized and validly existing limited liability company under the laws of the State of Alabama, duly authorized to conduct business in the State of Alabama, and Purchaser has duly authorized the execution, delivery, and performance of this Agreement.

(b) Neither the execution and delivery of this Agreement, nor the performance hereof, by Purchaser requires and consent of, filing with or approval of, or notice to, or hearing with any person, company, or entity (including, but not limited to, any governmental or quasi-governmental entity), except for such consents, filings, notices and hearings described herein, or already held or maintained.

(c) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by Purchaser, violates, constitutes default, or a breach of (i) Purchaser's partnership agreement or other organization documents of Purchaser, (ii) any agreement, instrument, contract, mortgage, or indenture to which Purchaser is a party, or to which Purchaser or its assets are subject, or (iii) any judgment, decree, order, ordinance, regulation, consent or resolution applicable to Purchaser or any of its properties or assets.

(d) There is not now pending nor to the actual knowledge of Purchaser, threatened in writing, any litigation, proceeding, claim, or investigation affecting Purchaser which questions the validity or organization of Purchaser, or any of the representations and warranties of Purchaser contained herein.

19. Condition of Property. Purchaser understands, acknowledges and agrees that the City is acquiring the Property as a conduit and without ownership of the same for any material amount of time prior to conveyance to Purchaser, and that Purchaser is conducting its own due diligence and other inquiries and inspections respecting the nature, condition and suitability of the Property. Furthermore, except as otherwise expressly provided herein, the City makes no representations or warranties, and shall have no liability to Purchaser or any of its Affiliate Entity or assigns whatsoever, regarding the Property, including but not limited to, (i) the Property's nature or

condition, (ii) the existence and/or absence of any substances or other deleterious elements or conditions on the Property, (iii) the suitability of the Property or (iv) the habitability, merchantability, marketability, profitability, or fitness for a particular purpose of the Property. Purchaser further acknowledges and agrees that to the maximum extent permitted by law, the sale of the Property as provided for herein is made on an "AS IS" condition.

20. Remedies.

(a) If the Closing is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Purchaser under this Agreement, the Earnest Money shall be delivered to and retained by Seller as Seller's full liquidated damages for such default. The parties acknowledge that Seller's actual damages in the event of a default by Purchaser will be difficult to ascertain, that such liquidated damages represent the parties' best estimate of such damages, and that Seller and Purchaser believe such liquidated damages are a reasonable estimate of such damages. The parties expressly acknowledge that the foregoing liquidated damages are intended not as a penalty, but as full liquidated damages, in the event of a default. Such liquidated damages shall be the sole and exclusive remedy of Seller by reason of a default by Purchaser, and Seller hereby waives and releases any right to sue Purchaser for specific performance of this Agreement or to prove that Seller's actual damages exceed the amount which is herein provided to Seller as full liquidated damages.

(b) If the Closing is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Seller under this Agreement, Purchaser may exercise either of the following additional rights and remedies: (i) Purchaser may terminate this Agreement, in which event the Earnest Money shall be promptly refunded to Purchaser, and all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void; or (ii) Purchaser shall have the right to enforce specific performance of this Agreement.

21. Survival. Any terms and covenants contained in this Agreement which require the performance of any party after the Closing shall survive the Closing and delivery of the Deed for a period of six (6) months.

22. Amendment. This Agreement may only be amended by a written instrument executed by both parties.

23. 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 Closing 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 reasonably requested by the Closing Agent. Prior to Closing, the City and/or Closing Agent may require Purchaser and Affiliate Entity to execute and acknowledge a formal assignment document in a form reasonably acceptable to Closing Agent and Purchaser.

24. Effective Date. The Effective Date shall mean the date this Agreement has been executed by the City.

25. Party Cooperation. The parties agree to cooperate with one another and will work in good faith and will use their commercially reasonable best efforts in order to complete each of their respective obligations as set forth herein.

26. Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute one agreement between the parties. Documents executed, scanned and transmitted electronically, and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. Notwithstanding the preceding sentence, the Purchaser understands, acknowledges, and agrees that City Council requires an original signature page from Purchaser before this Agreement will be placed on an agenda for City Council review. Accordingly, Purchaser agrees that it will transmit its original signature page to the Closing Agent promptly after execution.

27. Real Estate Commissions. Seller and Purchaser each represent and warrant to one another that they, respectively, have not consulted with any broker or finder in connection herewith and no broker, finder or other agent is entitled to any fee or commission with respect to or by reason of this transaction. Seller and Purchaser each agree to indemnify and hold the other harmless from and against any and all loss, cost, damage, claim, expense (including attorneys' fees) incurred by or assessed against the other as a result of a breach of the respective foregoing covenants and representations made by each of them pursuant to this Section 27.

28. Attorneys' Fees. If any legal proceeding is commenced related to this Agreement, the prevailing party in such legal proceeding shall be entitled to recover its reasonable attorneys' fees, court costs, and litigation expenses from the non-prevailing party therein.

29. Further Assurances. At Closing 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.

30. Counsel Acknowledgment. The parties acknowledge that Seller's counsel, Katherine Amos Beasley, of the law firm of Lanier, Ford, Shaver & Payne, PC ("Counsel") prepared this Agreement on behalf of and in the course of their representation of Seller and, for purposes of this transaction, Counsel represents Seller's interest and no other. All conflicts of interest in connection with Counsel's representation of Seller, if any, are hereby waived.

31. 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.

32. 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.

33. Arm's Length Transaction. Seller and Purchaser acknowledge and agree that this Agreement shall be interpreted as an agreement between two parties of equal bargaining strength, it being the intention of the parties that this Agreement reflect the conditions and terms which would be obtained by and between comparable, independent persons or parties in substantially similar transactions (taking into account the relative responsibilities and risks between the parties) and comparable market and economic conditions and circumstances.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates set forth below.

[THIS PAGE INTENTIONALLY BLANK - *Signatures appearing on the following pages.*]

[Seller's Signature Page to Purchase and Sale Agreement.]

SELLER:

City of Huntsville, an Alabama municipal
corporation

By: _____
Tommy Battle, Mayor

ATTESTED TO:

By: _____
Shaundrika Edwards, City Clerk

Date: _____

[Purchaser's Signature Page to Purchase and Sale Agreement.]

PURCHASER:

Hank Holdings, LLC, an Alabama limited liability company

By: 

Name: Don Beck

Its: Managing member

Date: 12-3-25

Exhibit "A"
(Legal Description of the Property)

A tract of land lying and being in Section 36, Township 2 South, Range 1 West of the Huntsville Meridian, more particularly described as follows:

Commencing at the northeast corner of Section 36, Township 2 South, Range 1 West of the Huntsville Meridian; thence South 68 Degrees 52 Minutes 41 Seconds West a distance of 43.16 feet; thence North 89 Degrees 07 Minutes 59 Seconds West a distance of 459.45 feet to a #5 rebar with a cap stamped "GARVER LLC CA-445-LS" (typical) set marking the northeast corner of a tract of land conveyed to Kirkpatrick Swaim and Joni D Swaim in Deed Book, 2020, Page 10142 as recorded in the Office of the Judge of Probate for Madison County, Alabama, said point being the Point of Beginning of the herein described tract having established grid coordinates of (N) 1575913.45, (E) 434138.39 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83);

Thence along the east boundary of said Swaim tract South 1 Degree 24 Minutes 21 Seconds West a distance of 319.19 feet to a #5 rebar found with a cap stamped "Garver LLC CA-445-LS"; thence North 88 Degrees 35 Minutes 42 Seconds West a distance of 360.00 feet to a #5 rebar found with a cap stamped "Garver LLC CA-445-LS"; thence South 1 Degree 24 Minutes 21 Seconds West a distance of 100.00 feet to a #5 rebar found with a cap stamped "Garver LLC CA-445-LS" marking the southeast corner of said Swaim tract; thence leaving said east boundary and along the south boundary of said Swaim tract North 88 Degrees 35 Minutes 42 Seconds West a distance of 417.37 feet to a #5 rebar set; thence North 55 Degrees 51 Minutes 34 Seconds West a distance of 83.22 feet to a #5 rebar set; thence North 88 Degrees 35 Minutes 42 Seconds West a distance of 160.00 feet to a #5 rebar set; thence South 53 Degrees 08 Minutes 51 Seconds West a distance of 72.67 feet to #5 rebar set, said point being on a curve to the right having a radius of 2300.00 feet; a chord of North 80 Degrees 00 Minutes 39 Seconds West for a distance of 725.00 feet; thence along the arc of said curve 728.04 to #5 rebar set marking the southwest corner of said Swaim tract; thence leaving the south boundary and along the west boundary of said Swaim Tract North 2 Degrees 50 Minutes 28 Seconds West a distance of 294.44 feet to a #5 rebar found marking the northwest corner of said Swaim tract; thence leaving the west boundary and along the north boundary of said Swaim tract South 89 Degrees 16 Minutes 57 Seconds East a distance of 187.72 feet to a #5 rebar found; thence South 89 Degrees 07 Minutes 44 Seconds East a distance of 1142.09 feet to a #5 rebar set; thence South 89 Degrees 07 Minutes 59 Seconds East a distance of 473.39 feet to the POINT OF BEGINNING.

The above-described tract contains 15.23 acres (663209.43 sq. ft.) more or less and is subject to any existing easements and right-of-way whether or not recorded in the public records.

