

Department: Urban Development

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Real Estate Sales Contract between the City of Huntsville and Skinner Properties, LLC, for purchase of 2.01 acres located in North Huntsville Industrial Park.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: \$

Total Cost: \$

Special Circumstances:

Grant Funded: \$

Grant Title – CFDA or granting Agency: Click or tap here to enter text.

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

The price of this lot is \$70,350.00.

RESOLUTION NO. 22-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby, authorized to enter into a Real Estate Sales Contract by and between the City of Huntsville, an Alabama municipal corporation, and Skinner Properties, LLC, an Alabama limited liability company, on behalf of the City of Huntsville, which said agreement is substantially in words and figures the same as that certain document attached hereto and identified as "Real Estate Sales Contract between the City of Huntsville and Skinner Properties, LLC," consisting of twenty (20) pages, including Exhibits "A" through "C", and the date of April 28, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document after being signed by the Mayor, shall be permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

NOW, THEREFORE, BE IT FURTHER RESOLVED, the Mayor be and he is hereby authorized to execute and exercise the Real Estate Sales Contract on behalf of the City of Huntsville, with such changes, if any, as the Mayor deems desirable and necessary, including the authority to execute all such closing documents and other documents relevant and/or relating to effect and complete the real estate transaction contemplated therein.

ADOPTED this the 28th day of April, 2022.

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

APPROVED this the 28th day of April, 2022.

Mayor of the City of Huntsville, Alabama

STATE OF ALABAMA

COUNTY OF MADISON

REAL ESTATE SALES CONTRACT

This Real Estate Sales Contract (this "Contract") is entered into on this the 28th day of April, 2022 (the "Effective Date") by and between the **CITY OF HUNTSVILLE**, an Alabama municipal corporation ("Seller"), and **SKINNER PROPERTIES, LLC**, an Alabama limited liability company, its successors and assigns ("Purchaser").

WITNESSETH:

For and in consideration of the sum of the promises and mutual covenants hereinafter set forth, and for other good and valuable consideration hereinafter provided, the parties do hereby agree as follows, to wit:

I. AGREEMENT TO BUY AND SELL.

Purchaser agrees to buy and Seller agrees to sell an approximately 2.01 acre tract of real property located off of Opportunity Boulevard, Huntsville, Alabama, being located within the North Huntsville Industrial Park ("NHIP"), and as further described in Exhibit "A" attached hereto and incorporated herein (the "Property"), in accordance with the covenants and conditions of this Contract. The parties' obligation to close is conditioned upon satisfaction of the following contingencies:

(1) Approval of this Contract by the City Council of the City of Huntsville, Alabama, and grant by other applicable governmental authorities of any and all variances and approvals, if any, that Purchaser deems necessary for its intended use of the Property;

(2) If item (1) above is not completed by the Due Diligence Date (as defined later herein), then the Due Diligence Date (and, therefore, the Closing Date) may be extended by Purchaser by an additional thirty (30) days at no additional cost or obligation to Purchaser.

In the event all of the forgoing contingencies are not satisfied prior to Closing, Purchaser shall (i) have no obligation to purchase the Property hereunder and at Purchaser's option this Contract shall terminate and be of no further force or effect, and shall (ii) be entitled to a refund of any earnest money, if any, deposited with Seller or an escrow agent hereunder.

II. DUE DILIGENCE PERIOD.

Beginning the Effective Date, Purchaser and Purchaser's agents, employees, contractors, representatives and other designees (collectively the "Purchaser's Designees") shall have the right to enter the Property for the purposes of inspecting the Property, conducting soil tests, conducting surveys, mechanical and structural engineering tests, and

President of the City Council of the
City of Huntsville, Alabama
Date: April 28, 2022

conducting any other investigations, examinations, tests and inspections as Purchaser may reasonably require to assess the condition of the Property, including without limitation a Phase I environmental assessment; provided however, that (i) any activities by or on behalf of Purchaser, including, without limitation, the entry by Purchaser or Purchaser's Designees with respect to the Property ("Purchaser's Activities") shall not damage the Property in any material manner, and (ii) in the event the Property is altered or disturbed in any material manner in connection with any of Purchaser's Activities, Purchaser shall immediately return the Property to the condition existing prior to Purchaser's Activities, normal wear and tear excepted.

Purchaser shall have ninety (90) days after the Effective Date (the "Due Diligence Date") to perform such investigations, examinations, tests and inspections as Purchaser shall deem necessary or desirable to determine whether the Property is suitable and satisfactory to Purchaser in its sole discretion. On and before the Due Diligence Date, Purchaser shall have the right to terminate the Contract for any reason or no reason, in Purchaser's sole discretion, by delivering written notice to Seller not later than the Due Diligence Date. In the event Purchaser gives Seller notice of termination, any earnest money paid to Seller by Purchaser shall be promptly returned to Purchaser, all rights and obligations of the parties under this Contract shall expire, and this Contract shall become null and void.

Notwithstanding anything to the contrary contained herein, Purchaser may, at any time prior to the Due Diligence Date, upon written notice to Seller, waive its right to terminate the Contract under this Section II and proceed to Closing in accordance with Section IV.

III. PURCHASE PRICE.

In consideration of Seller's agreement to sell the Property to Purchaser, Purchaser agrees to pay to Seller the sum of Thirty-Five Thousand Dollars (\$35,000.00) per acre of the Property, for a total price of SEVENTY THOUSAND THREE HUNDRED FIFTY AND NO/100 DOLLARS (\$70,350.00) (the "Purchase Price") payable in cash or other immediately available funds at Closing. Notwithstanding the foregoing, if the final Plat reveals the total acreage is more or less than 2.01 acres, the Purchase Price shall be adjusted accordingly.

IV. CLOSING.

The closing of the purchase and sale of the Property and delivery of the Deed ("Closing") shall occur at the law offices of Wilmer and Lee, P.A. (the "Closing Agent"). Closing shall occur on or before thirty (30) days from Due Diligence Date, or at such earlier date and time as is mutually agreed upon by the parties ("Closing Date"). The parties may deliver any closing documents or any closing funds as required herein on or before the Closing Date, such that neither party will be required to be physically present at Closing. At the election of Purchaser, the Closing Date may be extended by thirty (30) days without requiring additional compensation therefor in accordance with Section I(2) above ("Closing Extension"). Each party will be responsible for paying for their respective attorney's fees incurred in connection with Closing. Purchaser may obtain an owner's policy of title insurance from Closing Agent, and any such title insurance premiums shall be paid by Purchaser at

Closing. Seller shall pay for the preparation of the Deed, and all other closing costs shall be paid by Purchaser.

V. CONVEYANCE.

Seller agrees to convey the Property and will furnish to Purchaser good and merchantable title by a properly executed warranty deed in substantially the same form as that certain deed attached hereto as Exhibit "B" (the "Deed"), free from any and all encumbrances, subject only to easements, restrictions, and rights-of-way of record, ad valorem taxes due and payable for the current tax year, and the protective covenants of North Huntsville Industrial Park, as recorded in Deed Book 826 at Page 602 in the Office of the Judge of Probate of Madison County. If, subsequent to the Effective Date, Purchaser determines to finance this venture, through Industrial Development Bonds, or to apply for an industrial development grant, then, upon Purchaser's request, said deed shall be delivered in the name of the Industrial Development Board of the City of Huntsville, a public corporation and instrumentality organized under the laws of the State of Alabama, as Grantee. Purchaser understands said restrictions are binding on the Property and may be amended from time to time and Purchaser agrees that Purchaser shall comply with said restrictions as amended. If, prior to Closing, Purchaser discovers a defect in or objection to title to the Property, Seller, at Seller's option, shall have a reasonable time (but not in excess of thirty (30) days following the receipt of Purchaser's written notice of objections) within which to cause the same to be cured. If the defects or objections are not timely cured to Purchaser's satisfaction, (i) Purchaser may waive such defects and proceed to close; or (ii) Purchaser may cancel this contract by notice in writing to Seller, and any money paid to Seller pursuant to this Contract shall be refunded to Purchaser within thirty (30) business days of such notice and each of the parties shall be released from further liability to the other. Purchaser shall notify Seller of any defect or objections in writing within ten (10) days following Purchaser's receipt or notice of such title defect. Purchaser may, at Purchaser's sole expense, obtain an owner's title insurance policy from Closing Agent.

VI. CONSTRUCTION.

Purchaser agrees to obtain a building permit, to complete site preparation, and to commence the actual physical construction of a facility on the Property, as approved by the Architectural Control Committee, within twelve (12) months from the date of Closing, and to diligently pursue without material interruption, Force Majeure Events (hereinafter defined) excepted, the construction of the said facility until completed according to approved plans and specifications. As used herein, the term "Force Majeure Events" shall mean any events or occurrences whatsoever which prevent or delay Purchaser's performance hereunder and which are beyond the reasonable control of Purchaser, including without limitation, an act of God, war, riot, civil commotion, or other disturbance, sovereign conduct, national emergencies, acts of civil or military authority, strike or other labor difficulties, fire, flood, catastrophe insurrection, power or other utility failure, transportation failure, or governmental action. In the event Purchaser fails to begin substantial construction within the time described above, then Seller may, at its option, within three hundred sixty (360) days of Purchaser's failure, repurchase the above described Property for a sum equal to the total Purchase Price paid by Purchaser plus the reasonable value of any improvements. Purchaser also understands that there are certain building restrictions in

existence with respect to property located within North Huntsville Industrial Park, and that certain approvals are necessary for the design and construction of any structure(s) on the Property. Purchaser agrees to comply with any and all such applicable rules and regulations with respect to structures on the Property, as they may be amended from time to time. Purchaser will indemnify and hold harmless Seller, its officers, agents, employees, and elected officials from and against any and all liability arising out of the destruction of or damage to the Property, or injuries or loss to, or death of any person in connection with the development, improvement or construction by Purchaser upon the Property or any activity or project conducted thereon by Purchaser, excluding, however, liability for any loss, damages or injuries that may result from Seller's own intentional, negligent or wrongful acts. The provisions of this section shall survive Closing.

VII. DEFAULT.

Should Purchaser fail to carry out the terms and conditions of this Contract in accordance, with all of its provisions, this Contract shall terminate with no further obligations between the parties, and Seller shall retain any money paid to Seller as liquidated damages. Should Seller fail to carry out this Contract in accordance with all of its provisions, (i) Purchaser shall have the option to demand a refund of any monies Purchaser may have paid or caused to be paid to Seller, or (ii) Purchaser may proceed, without demanding a return of any money with a suit for specific performance of this Contract. In the event that any breach or default by any party to this Contract results in legal proceedings, the party adjudged to be in default shall pay, in addition to such other sums as may be due hereunder, the costs and expenses of such legal proceedings, including the reasonable attorney's fees of the other parties.

VIII. APPROVALS BY THE CITY.

Wherever in this Agreement the approval of Seller is required (other than approval of any contract or written agreement) such approval shall not be unreasonably withheld, conditioned or delayed.

IX. ENTIRE AGREEMENT.

This Contract, along with Exhibit "A" and Exhibit "B" attached hereto, and the restrictions and covenants referenced herein, constitute the entire agreement between the parties. All statements, representations covenants heretofore made and any other agreements not incorporated herein are void and of no force and effect.

X. EFFECTIVE DATE.

As used herein the "Effective Date" shall mean the date on which this Contract is fully executed by Seller.

XI. GOVERNING LAW AND VENUE.

This Contract shall be construed in accordance with the laws of the State of Alabama, without regard to its conflict of law provisions. Venue to enforce any provision of this Agreement

shall be in the circuit court of Madison County, Alabama.

XII. AMENDMENTS.

This Contract may only be modified or amended in a writing duly executed by both parties.

XIII. MISCELLANEOUS.

(1) Assignment. Purchaser may assign this Contract or any of its rights and responsibilities hereunder to any affiliated company or related entity controlled by or having common control or ownership with Purchaser. In the event of an assignment, Purchaser shall notify Seller and the closing agent in writing of the assignment, which shall include the name, form of entity, address and contact information of the assignee. Prior to Closing, the closing agent or Purchaser may request Purchaser and assignee to execute and acknowledge a formal assignment in a form reasonably acceptable to closing agent.

(2) Successors and Assigns. All rights and obligations of the parties under this Contract shall inure the benefit of and be binding upon all successors and assigns of each party.

(3) Notice. All notices shall be in writing and may be delivered by any of the following methods: (i) hand-delivery, (ii) Certified US Mail or national recognized delivery service (such as UPS or FedEx), or (iii) electronic mail (e-mail) or other electronic transmission. Notices shall be deemed received, (i) if delivered by hand, on the date of delivery, (ii) if sent 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 or pdf transmission on the date the transmission is sent. Notices shall be addressed as follows:

If to Seller: City of Huntsville
Attn: Shane Davis & Jim McGuffey
320 Fountain Circle
Huntsville, AL 35801
Ph: (256) 427-5300
Email: shane.davis@huntsvilleal.gov
jim.mcguffey@huntsvilleal.gov

Closing Agent: Wilmer & Lee, P.A.
Attn: Samuel H. Givhan & Katie Beasley
100 Washington Street
Huntsville, Alabama 35801
Ph: (256)533-0202
Email: sgivhan@wilmerlee.com
kbeasley@wilmerlee.com

If to Purchaser: Skinner Properties, LLC
Attn: Joyce & Troy Skinner
17 Georgetta Drive

Huntsville, Alabama 35801
Ph: (256) 251-0186
Email: troy@2nline.com
joyce@schrimshercompany.com

With a copy to:

Attn: _____

Ph: _____
Email: _____

(4) 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.

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

(6) Counterparts. This Contract 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 Contract and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. Notwithstanding the preceding sentence, the parties agree that they will transmit their original signature pages to the closing agent promptly after execution.

(7) Broker's Fees. Each party represents that there are no brokers' fees or real estate commissions due on account of their actions. Each party agrees to indemnify, defend and hold the other harmless from any claims of real estate agents or brokers claiming through the party.

(8) Further Assurances. At closing agent's request, the parties shall execute and deliver any additional documents reasonably required to carry out the transaction contemplated by this Contract or to correct any scrivener's error or omissions contained in this Contract or any document executed pursuant hereto or in connection with the transaction contemplated herein.

(9) Counsel Acknowledgment. The parties acknowledge that Seller's counsel, Samuel H. Givhan and Katherine Amos Beasley, of the law firm of Wilmer & Lee, P.A. (collectively, "Counsel") prepared this Contract 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.

[Signatures and acknowledgements appearing on the following page(s).]

[Seller signature page to Real Estate Sales Contract.]

IN WITNESS WHEREOF, the undersigned Seller has duly executed this Contract as of the date set forth below.

SELLER:

CITY OF HUNTSVILLE, an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

ATTESTED TO:

By: _____
Kenneth Benion, Clerk-Treasurer

Date: April 28, 2022

[Purchaser signature page to Real Estate Sales Contract.]

IN WITNESS WHEREOF, the undersigned Purchaser has duly executed this Contract as of the date set forth below.

PURCHASER:

SKINNER PROPERTIES, LLC, an Alabama
limited liability company

By: Joyce K. Skinner
Joyce K. Skinner, Member

WITNESSED:

By: R. Austin

Date: 04/05/22

By: Troy Skinner
Troy Skinner, Member

WITNESSED:

By: Joyce K. Skinner

Date: 04/05/22

Exhibit "A"
(Legal Description of Property)

Lot 10, according to that final plat of North Huntsville Industrial Park Phase III, being recorded as Document Number 20060526000344170 in the Probate Records of Madison County, Alabama.

Exhibit "B"
(Form of Deed)

STATE OF ALABAMA)

COUNTY OF MADISON)

WARRANTY DEED

THIS WARRANTY DEED is made and entered into on this the 28 day of April, 2022, by and between the **CITY OF HUNTSVILLE**, an Alabama municipal corporation within the State of Alabama, as Grantor, and **SKINNER PROPERTIES, LLC**, an Alabama limited liability company, as Grantee.

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration, this day in hand paid to Grantor by Grantee, the receipt and sufficiency of which is hereby expressly acknowledged by Grantor, Grantor, subject to the Permitted Title Exceptions herein reserved and set forth, has this day granted, bargained, sold and conveyed, and does, by these presents, grant, bargain, sell and convey, unto Grantee the following-described tract or parcel of real property situated and lying and being in the City of Huntsville, County of Madison, State of Alabama, to-wit (the "Conveyed Property"):

See **Exhibit "A"** attached hereto and incorporated herein.

TO HAVE AND TO HOLD unto Grantee, its successor and assigns, the Conveyed Property subject, however, to the Permitted Title Exceptions herein reserved and set forth, all of which Grantee has heretofore approved, and further hereby approves by acceptance of delivery of this Warranty Deed:

1. Applicable building, land use, subdivision, zoning and other governmental laws, ordinances, statutes, regulations and rules;
2. The liens for (a) ad valorem taxes for the current tax year and subsequent years thereto, and (b) escape, recapture and rollback ad valorem taxes for all ad valorem tax years, all of which said ad valorem taxes Grantee hereby assumes and agrees to pay as and when the same become due;
3. All matters established by, provided for in, and shown on, the Plat of North Huntsville Industrial Park Phase II recorded as Document Number 20060526000344160 in the Office of the Judge of Probate of Madison County, Alabama;
4. All matters established by, provided for in, and contained in the Declaration of

Covenants, Conditions and Restrictions of North Huntsville Industrial Park Phases II, III and IV as hereinafter reserved and set forth;

5. All matters established by, provided for in, and contained in the Agreements as hereinafter reserved and set forth; and

6. All matters established by, provided for in, and contained in the Miscellaneous provisions as hereinafter reserved and set forth,

(the foregoing matters set forth in paragraphs numbered 1. through 6., inclusive, above, are herein referred to, separately and severally, and collectively, as the "Permitted Title Exceptions").

FOR AND IN CONSIDERATION of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration this day in hand paid by Grantor to Grantee, the receipt and sufficiency of which is hereby expressly acknowledged by Grantor and Grantee, and intending to be legally boundary hereby, Grantor and Grantee agree and covenant with and unto each other as follows:

I. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

A. Grantor is the owner of that certain real estate situated in Madison County, Alabama; which property is described as follows:

North Huntsville Industrial Park Phase II, recorded as Document Number 20060526000344160 in the Real Estate Records on file in the Office of the Judge of Probate of Madison County, Alabama; and

North Huntsville Industrial Park Phase III recorded as Document Number 20060526000344170 in the Real Estate Records on file in the Office of the Judge of Probate of Madison County, Alabama; and

North Huntsville Industrial Park Phase IV, recorded as Document Number 20060526000344150 in the Real Estate Records on file in the Office of the Judge of Probate of Madison County, Alabama

(collectively referred to hereinafter as "NHIP"). The Conveyed Property is situated within and is a part of NHIP.

B. The Conveyed Property shall be subject to each of the following covenants, conditions and restrictions ("CCRs"), which shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and shall be deemed for all purposes covenants running with the land, violation of which may, in addition to any other remedies at law or equity, be enjoined at the suit of the within Grantor, its successors or assigns, including the immediate and remote Grantees of the within Grantor of other parcels of land within NHIP.

C. The Conveyed Property shall be subject to each of the following, which shall be referred to hereinafter for purposes of identification as "Use Restrictions":

(1) Said property shall be used in accordance with the provisions of Article 46 - Industrial

Park Regulations of The Zoning Ordinance of the City of Huntsville, Alabama, as the same may be amended from time to time ("Zoning Ordinance").

(2) All site runoff will be directed into the on-site bioretention swales in lot setbacks. On-site swales shall be relatively small and mild sloped for ease of maintenance. They should be approximately ten (10) feet wide (at the bottom), with 3 to 1 (H to V) side slopes and two (2) feet deep resulting in a top width of approximately twenty (20) feet. Where on-site swales with slopes greater than five percent (5%) are necessary due to the natural terrain, check dams constructed of limestone rock or equivalent are required. On-site swales having slopes of 5 percent to 6.5 percent shall have minimum two-foot-high check dams spaced every forty (40) feet. On-site swales having slopes 6.5 percent or greater shall have two-foot-high check dams spaced every thirty (30) feet. A check dam and flow spreader rock pad shall also be located at the end of all on-site swales.

(3) Roof downspouts will be used to direct runoff into the on-site bioretention swales or into rain gardens/landscaped areas and shall not be discharged directly onto impervious areas such as access drives, storage or parking areas.

(4) If curb and gutter are required, all curb cuts will be discharged into diffusers that transition into the on-site swales or into drop-inlet structures.

(5) No temporary buildings or other structures shall be permitted on any building site; however, trailers, temporary buildings, barricades, and the like shall be permitted for construction purposes during the construction period of a permanent building. Such structures shall be placed as inconspicuously as possible, shall cause no inconvenience to owners or occupants, and shall be removed not later than fourteen (14) calendar days after the date of completion or date of occupancy of the building(s), whichever date is first, in connection with which the temporary structure was permitted.

(6) All buildings and other improvements shall be placed so that the existing topography and landscape shall be disturbed as little as possible, and so that the maximum number of trees and other natural features will be preserved. Written permission must be obtained from the Planning Director of the City of Huntsville, Alabama or his (her) designee (hereinafter referred to as the "Planning Director") before removal of trees or other natural features begins.

(7) Garbage and refuse containers shall be concealed and contained by means of a screen wall of material similar to and compatible with that of the building. These elements shall be integrated with the concept of the building plan and shall be located in the most inconspicuous manner possible. No materials, supplies, or equipment shall be stored in any area on a building site except inside a closed building or behind a barrier screening such areas so that they are not visible from neighboring building sites, common areas or public streets.

(8) All landscape vegetation, except grass/lawns shall be native species in accordance with a pre-approved list from the TVA Native Plant Selector, as amended, or such other resource of native species as may be designated by the Planning Director. The Grantee, its successors and assigns, may request native species not included in the pre- approved list subject to the approval of the Planning Director.

(9) Exterior finish building materials shall be applied to all sides of a building that are visible to the public or from neighboring building sites and common areas. Colors shall be harmonious

and compatible with colors of the natural surroundings and other adjacent buildings. Building materials shall be selected with pollution prevention in mind. All galvanized metal buildings and/or roofs will be coated with approved factory coatings that effectively reduce zinc and other heavy metals in runoff. Metal exterior surfaces shall not comprise more than fifty (50) percent of any street facade and the remaining street facade surface shall be composed of brick, stone, decorative block or glass or any combination of these.

(10) (a) Roofing materials shall be limited to those shown to result in low concentrations of heavy metals in storm water runoff. These materials include but are not limited to alternative building materials or panels constructed of the following specified materials or equivalent:

- (i) Asphalt shingles: ASTM Specification D3018-03 Standard Specification for Class A Asphalt Shingles Surfaced with Mineral Granules.
- (ii) Fiberglass panels: ASTM Specification D4601-04 Standard Specification for Asphalt-Coated Glass Fiber Base Sheet Used in Roofing.
- (iii) Metal roofing with the following coatings:
 - Polyester or Modified Polyester: ASTM Specification D6261-98 (2003) Standard Specifications for Extruded and Compression Molded Basic Shapes Made from Thermoplastic Polyester (TPES)
 - Acrylic Coating: ASTM Specification D6083-0531 Standard Specification for Liquid Applied Acrylic Coating Used in Roofing
 - Polyvinylidene Fluoride Resins: ASTM Specification D322-05 Standard Specification for Unmodified Poly (Vinylidene Fluoride) (PVDF) Molding Extrusion and Coating Materials
 - PVC Plastisol: ASTM Specification D1 755-92 (2001) Standard Specification for Poly (Vinyl Chloride) Resins
 - Exterior Grade Acrylic: ASTM Specification D5436-03 Standard Specification for Cast Poly (Methyl Methacrylate) Plastic Rods, Tubes, and Shapes

(b) When metal roofing with specialized coatings is used, sampling of the roof runoff shall be conducted on a five-year schedule and testing shall be performed for copper, chromium and zinc at the sole cost and expense of Grantee, its successors and assigns. The first such sample shall be collected not later than five years after issuance of a Certificate of Occupancy. Sampling procedures and analytical test methods are subject to approval by the Director of Natural Resources and Environmental Management for the City of Huntsville, Alabama or his/her designee (hereinafter referred to as the "Natural Resources Director"). Reports of roof runoff monitoring shall be submitted to the Natural Resources Director within thirty (30) days of the end of the month during which samples were collected. Recoating of roof surfaces will be required if zinc concentrations in the roof runoff exceed 0.5 mg/l.

(c) Grantee, its successors and assigns, will abide by any other, further or additional requirements and specifications that are hereafter established by the Planning Director for use and testing of roofing materials to be used in building construction to ensure materials used result in low concentrations of heavy metals in storm water run off. Grantor hereby reserves the right (but not the obligation) to modify the requirements and specifications for use and testing of roof materials

as technology and science for such materials and testing change.

(11) All mechanical equipment, utility meters, and storage tanks shall be located in such a manner so as not to be visible to the public or from other building sites and common areas. If concealment within the building is not possible, then such utility elements shall be concealed by screening. Penthouses and mechanical equipment screen walls shall be of a design and materials similar to and compatible with those of the building. Large items such as communication equipment, air conditioning, ventilating or other mechanical equipment shall be screened or enclosed in such manner as to mask it. If this is impossible or impractical, such items shall be organized in an orderly manner in accordance with written approval of the Planning Director. Projections shall be compatible with the building.

(12) The property, including any improvements thereon, shall be maintained in a safe, clean, neat and orderly condition. Landscaping shall be maintained in a healthy and attractive condition, and any dead vegetation shall be replaced promptly.

D. (1) No construction or exterior alteration of any building or other improvement or any land disturbance activity may be initiated without the Planning Director's prior written approval of the plans and specifications for such construction or activity to ensure that the foregoing Use Restrictions are met.

(2) The Planning Director shall either approve or disapprove any plans submitted to him (her) within thirty (30) calendar days from the date on which a complete plan set is submitted, and failure to either approve or disapprove within this period shall constitute approval of said plans. The Planning Director's decision is final and binding on all parties. Unless work on the approved plans and specifications shall be commenced within one (1) year of the Planning Director's approval, then said approval shall be automatically revoked unless the Planning Director has, within said one (1) year period, given written permission for an extension of the time for commencing the work.

(3) The following information, as appropriate, and any additional information required by the Industrial Park District regulations shall be submitted to the Planning Director for approval of any plans:

(a) Preliminary architectural plans for the proposed building(s) or alterations.

(b) A site plan for traffic engineering analysis, showing location and design of buildings, driveways, driveway intersections with streets, parking areas, loading areas, maneuvering areas and sidewalks.

(c) A landscape plan and a lighting plan in sufficient detail to demonstrate compliance with the requirements of the Zoning Ordinance and the restrictions contained herein to allow analysis of adequacy of visual screening, landscape quality and quantity, and exterior lighting levels and coverage.

(d) A grading and drainage plan in sufficient detail to demonstrate compliance with the water quality requirements set forth herein.

E. The Grantor, through its Planning Director, hereby reserves the right (but not the obligation) to grant written exceptions to any of the foregoing Use Restrictions upon application of the then-current

owner provided (a) said owner establishes that due to unique and exceptional circumstances related to the land an unnecessary hardship or practical difficulty exists in compliance; provided, however, no such exception shall be granted if the Grantor's Planning Director determines that to do so would impermissibly impact the interests to be affected thereby; or (b) said owner proposes an alternative acceptable to the Planning Director which would satisfy the applicable Use Restriction to an equal or greater degree. Upon granting an exception, it shall be embodied in a written instrument executed in the name of the Grantor by its Mayor and attested by its Clerk Treasurer or other officer duly authorized to affix its corporate seal and filed in the Real Estate Records on file in the Office of the Judge of Probate of Madison County, Alabama ("Exception(s)"). No assigns or immediate or remote Grantee of the Grantor shall have the right to object to or to restrain the granting of any such exception by the within Grantor or any use of the property pursuant to such Exception. In no event will such Exceptions violate or impose less stringent standards than those imposed by applicable regulations contained in the Zoning Ordinance unless appropriate relief has first been obtained from the Board of Zoning Adjustment of the City of Huntsville, Alabama.

F. At any time prior to divesting itself of all property interests within NHIP, exclusive of public rights-of way and public utility and drainage easements ("Excluded Lands"), the Grantor will transfer via a written instrument, to be recorded in the Real Estate Records on file in the Office of the Judge of Probate of Madison County, Alabama, the rights and responsibilities of the Planning Director set forth herein to a committee comprised of three (3) members selected by the Grantor's Planning Director from among the then-current owners of lots within NHIP. If the Grantor does not so transfer such rights and responsibilities prior to said divestiture, then the three (3) then- current lot owners with the most acreage in NHIP shall each select one member of the three-member committee. All decisions shall be by majority vote and in the case of a tie, the member appointed by the owner with the greatest amount of acreage within NHIP will have the deciding vote. Roberts Rules of Order shall govern parliamentary procedure.

G. Any failure or delay on the part of the within Grantor to object to or to bring suit to enjoin any violation of the CCRs shall in no event be deemed a waiver of same.

H. At any time the Grantor may elect and hereby reserves the right (but not the obligation) to add additional property to NHIP; provided such additional property is presently or in the future contiguous at some point to NHIP (whether or not such properties are separated by any street, roadway, right-of-way, easement, or body of water). Thereafter, such properties shall be included within NHIP and subjected to these CCRs and all references herein to "NHIP" shall mean and include such additional property as if included herein from the time of this conveyance.

I. The CCRs set forth hereinabove shall be and remain in effect for a period of twenty five (25) years from and after the date hereof, after which time they shall be automatically renewed and extended for successive and continuous periods of ten (10) years each unless amended, modified, changed, annulled or cancelled as hereinafter provided.

J. The CCRs set forth hereinabove may be amended, modified or changed in whole or part for all or any of the lands within NHIP as follows:

(1) For so long as Grantor owns any interest in the lands, except Excluded Lands, within NHIP, by a resolution of the Grantor; provided, however, if Grantor owns any interest in less than 51% of the lands, except the Excluded Lands, within NHIP then at least one (1) month prior to such action Grantor will send notice of such proposed action to the then-current lot owners within NHIP and if

25% of the then current lot owners within NHIP provide a written objection thereto within ten (10) calendar days thereafter, then the Grantor shall obtain written approval of 51% of the then-current lot owner(s) within NHIP; or

(2) By a written instrument executed by at least 51% of the then-current lot owners within NHIP; provided, however, in the event Grantor owns any interest in the lands, except Excluded Lands, within NHIP, then its written approval shall first be obtained.

(3) If Grantor no longer owns any interest in the lands, except Excluded Lands, within NHIP, by a written instrument executed by at least 51% of the then-current lot owners within NHIP.

The resolution or written instrument, as the case may be, shall be duly executed and filed in the Real Estate Records on file in the Office of the Judge of Probate of Madison County, Alabama. Exceptions granted in accordance with paragraph E hereinabove shall not constitute a termination of the CCRs in whole or part. For purposes of this paragraph J the term "then-current lot owner(s)" shall mean for each lot the owner of fee simple title thereto and mortgagees thereof, if any.

K. The CCRs set forth hereinabove may be annulled or cancelled in whole or part for all or any of the lands within NHIP by a written instrument executed by all then-current lot owners within NHIP and approved by the Grantor whether or not the Grantor continues to hold any interest in the lands within NHIP. Such instrument shall be filed within the Real Estate Records on file in the Office of the Judge of Probate of Madison County, Alabama. Exceptions granted in accordance with paragraph E, or any amendments, modifications, or changes made in accordance with paragraph J hereinabove shall not constitute annulment or cancellation of the CCRs in whole or part. For purposes of this paragraph K the term "then-current lot owner(s)" shall mean for each lot the owner of fee simple title thereto and mortgagees thereof, if any.

II. AGREEMENTS.

A. It is expressly agreed and acknowledged by and between the parties hereto that the Conveyed Property is being sold and conveyed to the Grantee for the construction thereon of a facility to be used in accordance with the "Declaration of Covenants, Conditions, and Restrictions" hereinabove set forth and that a part of the consideration for the conveyance of said property to the Grantee is the Grantee's agreement, for itself and its successors and assigns, to obtain a building permit, complete all site preparation, and to commence the actual physical construction of the facility thereon, as approved by the Planning Director, within twelve (12) months from the date of this conveyance, and to continue without interruption the construction of the said facility until completed according to approved plans and specifications. The Grantee does for itself, its successors and assigns, covenant and agree that upon its failure to meet the requirements hereunder then the Grantor may, at its option, within 360 calendar days of Grantee's, or its successors' and assigns', failure, repurchase the above described tract of land for a sum equal to the total purchase price paid by the Grantee, or its successors and assigns, therefor plus the value of any improvements thereon.

B. The Grantee, for itself and its successors and assigns, hereby agrees that in the event Grantee, or Grantee's successors and assigns, shall elect to sell or otherwise dispose of any unimproved portion of the above-described property within twenty-five (25) years from the date of this conveyance, Grantee, or Grantee's successors and assigns, shall first offer such unimproved portion to Grantor at the purchase price per acre of such portion paid by Grantee to Grantor. Grantor and Grantee, for itself and its successors and assigns, hereby further agree as follows:

(1) Before offering any unimproved portion of the above described property for sale or development, the Grantee, or its successors and assigns, shall submit its plan therefore to the Planning Commission of the City of Huntsville, Alabama, for approval as is required by law in the subdivision of land. The costs of such submission shall become a part of the purchase price of the property in the event the Grantor herein shall elect to exercise to repurchase the property as agreed in this Paragraph B.

(2) Before consummating any sale of any unimproved portion of the real property involved, Grantee, or Grantee's successors and assigns, shall notify Grantor in writing to the Planning Director of its intention to sell the same as a separate parcel of property and shall offer such property to Grantor in writing at the price hereinabove specified. In the event Grantor shall elect to repurchase said property, it shall so notify the Grantee, or Grantee's successors and assigns, in writing, and shall pay the amount of the sale price in cash to Grantee, or Grantee's successors and assigns, upon delivery of a deed from the Grantee, or Grantee's successors and assigns, reconveying such unimproved parcel of property to Grantor, subject only to ad valorem real property taxes for the then current year, and covenants, restrictions, reservations and rights of way then of record. In the event Grantor shall not so notify Grantee, or Grantee's successors and assigns, in writing of its election to repurchase said property within forty-five (45) calendar days from receipt of notification from Grantee, or its successors and assigns, or having given such notice of its election to repurchase, shall not tender the purchase price thereof, as aforesaid, within forty-five (45) calendar days after delivery of such notice from Grantor of its election to repurchase, Grantee, or Grantee's successors and assigns, shall no longer be obligated to Grantor with respect to any repurchase of such unimproved real property. Any subdivision of unimproved real property shall meet the Subdivision Regulations and Zoning Ordinance of the City of Huntsville, Alabama.

(3) Grantee, or Grantee's successors and assigns, shall be under no obligation to Grantor with respect to offering the unimproved real property to Grantor as herein provided in Paragraph B, subparagraphs (1) and (2) above, and shall be entitled to retain any consideration received, if the contemplated sale or transfer by Grantee, or Grantee's successors and assigns, is:

(a) A sale or transfer to the United States or the State of Alabama or to any department, subdivision or agency thereof, including any legally established Industrial Development Board or other public corporation expressly authorized under Alabama Law, or

(b) To a wholly owned subsidiary of the Grantee, or Grantee's successors and assigns, or to a legal entity of which the Grantee, or Grantee's successors and assigns, own more than fifty percent (50%) interest, or

(c) In connection with a merger, consolidation, reincorporation, any reorganization of the types described in Section 368 of the Internal Revenue Code of 1986, as amended from time to time, or any similar provision of the Internal Revenue laws of the United States, or other corporate reorganization, except under the laws relating to bankruptcies, affecting or involving the Grantee, its successors and assigns, or

(d) To an investor pursuant to a sale and leaseback agreement whereby such investor shall have agreed to construct upon such property a facility in conformance with the "Declaration of Covenants, Conditions and Restrictions" and paragraph A of this "Agreements" to be leased or to be occupied by the Grantee or the Grantee's successor in title as a result of a sale or transfer

by Grantee, or Grantee's assigns, of a type described in subparagraph (b) or (c) above, or

(e) Any sale or conveyance approved by resolution of the City Council; provided, however, that this option to repurchase and the covenants, conditions and restrictions elsewhere set out in this instrument shall continue in effect as to said land or part thereof, in the hands of any successor in title of Grantee as a result of a sale or transfer of a type described in subparagraphs (b), (c), and (d) above, or in this paragraph. It is further provided that this option and said covenants, conditions and restrictions shall apply in the event of any involuntary transfer or conveyance of the above described property suffered by the Grantee, or Grantee's successors and assigns, with like effect, as to a voluntary sale, conveyance or transfer and shall be, in any case deemed a covenant running with the land.

(4) In the event Grantee, or Grantee's successors and assigns, shall wish to encumber all or any portion of the real property herein involved in conjunction with a building program for the improvement of such property, Grantor will, upon request, subordinate the rights contained in the foregoing paragraphs to any such encumbrances, provided, however, said mortgage or encumbrance will provide that in the event of default the within Grantor will be given thirty (30) calendar days notice before foreclosure proceedings or any other action is instituted.

(5) Nothing in this Paragraph B shall be deemed to inhibit the right of Grantee, or Grantee's successors and assigns, acting without the concurrence of Grantor, to grant easements as deemed necessary by Grantee, or Grantee's successors and assigns, for appropriate utilization of the premises.

C. In the event Grantee, or Grantee's successors and assigns, shall have made substantial improvements, including construction of a building, and desires to sell the entire tract of real property here involved to a single purchaser in one transaction, the Grantee or its successors and assigns shall be under no obligation to Grantor with respect to offering the property for repurchase.

III. MISCELLANEOUS.

A. Each party covenants, represents and warrants to each other party that it has complete and unrestricted authority, power and right to enter into, execute and deliver this instrument.

B. Anything in this instrument to the contrary notwithstanding, neither the Grantor nor its present and future official, officers, commissions, boards, employees, representatives, and agents, shall have any liability of any nature whatsoever for any damage, loss, or prejudice suffered, claimed, paid or incurred by the Grantee, or its successors and assigns, on account of (1) any defects in plans and specifications submitted, reviewed or approved in accordance with this instrument; (2) any defects, structural or otherwise, in any work done according to such plans and specifications; (3) the failure to approve or the disapproval of any plans, drawings, specifications or other data submitted by the Grantee, or its successors and assigns, for approval pursuant to the provisions of this instrument; (4) the construction or performance of any work related to such plans, drawings and specifications; (5) bodily injuries (including death) to the Grantee, or its successors and assigns, and their respective guests, employees, servants, agents, invitees or licensees, which may be caused by, or arise as a result of, any defect, structural or otherwise, in any improvements upon the Conveyed Property or the plans and specifications therefor, or any past, present or future soil and/or subsurface conditions, known or unknown (including without limitation, sinkholes, underground mines, tunnels and water channels and limestone formations on or under the Conveyed Property; and (6) any other loss, claim, damage, liability or expense, including without limitation court costs and attorneys' fees, suffered, paid or

incurred by the Grantee, or its successors and assigns, arising out of or in connection with the use and occupancy of the Conveyed Property or any improvements situated thereon.

C. This instrument is made in, and thus shall be construed, controlled, enforced, governed and interpreted in accordance with its plain meaning in accordance with the internal laws of, the State of Alabama, without regard to principles of conflicts of laws. For any action concerning this Agreement (a) jurisdiction shall be in the appropriate state or federal courts sitting in Alabama and (b) venue (i) in Alabama state courts shall be in Madison County, Alabama and (ii) in Alabama federal courts shall be in the United States District Court for the Northern District of Alabama, Northeastern Division.

D. If, for any reason or no reason, any agreement(s), covenant(s), provision(s), and/or term(s) of this instrument (whether material to the bargain of the parties hereto or not) should be declared illegal, null and void, unconstitutional and/or unenforceable, in whole or in part, by any court of competent jurisdiction, the offending portion of this instrument shall be deemed severed herefrom as though the same was never a part hereof; provided, however, the remainder of this instrument shall not be impaired and shall remain in full force and effect according to its remaining agreements, covenants, provisions and terms.

E. Except for the options to repurchase set forth hereinabove in paragraphs A and B of the Agreements which are purely personal to the Grantor, (1) the parties hereto and their respective heirs, personal representatives, successors and assigns shall be fully bound by this instrument and each and every agreement, covenant, condition, restriction, provision and term hereof just as they are bound; and (2) each and every agreement, covenant, condition, restriction, provision and term of this instrument inures, and shall inure, to the benefit of the parties hereto their respective heirs, personal representatives, successors and assigns.

F. The captions of contained herein are for convenience and reference only and in no way define, describe, extend or limit the intent or scope of this instrument.

Grantor, for Grantor and Grantor's successors and assigns, for and in consideration of the premises, covenants and warrants as follows: (1) that Grantor is seized of the Conveyed Property in fee simple and has a good and lawful right to convey the same subject to the Permitted Title Exceptions; (2) that the Conveyed Property is free from all liens and encumbrances except for the Permitted Title Exceptions; and (3) that Grantor will forever warrant and defend title to the Conveyed Property from and against the lawful claims, title or demands of any and all persons whomsoever except as to the Permitted Title Exceptions.

[Signatures and acknowledgments appearing on the following page]

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed by its duly authorized representatives as of the date first written above.

GRANTOR:

THE CITY OF HUNTSVILLE, ALABAMA, a
municipal corporation within the State of Alabama

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Kenneth Benion, Clerk-Treasurer

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle and Kenneth Benion, whose names as Mayor and City Clerk-Treasurer, respectively, of the City of Huntsville, an Alabama municipal corporation, are signed to the foregoing document, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same for and as the act of said City as of the same bears date.

GIVEN under my hand and official seal this the 28th day of April, 2022

Notary Public
My commission expires: _____

Pursuant to and in accordance with Section 40-22-1 of the Code of Alabama (1975), the following information is offered in lieu of submitting Form RT-1:

Grantors' Address:	P.O. Box 308, Huntsville, AL 35804
Grantee's Address:	17 Georgetta Drive SE, Huntsville, AL 35801
Property Address:	Lot 10, North Huntsville Industrial Park Ph. III (PPIN 515371)
Purchase Price:	\$70,350.00