



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

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

File ID: TMP-6374

Department: Urban Development

Subject:

Type of Action: Approval/Action

Ordinance to declare certain property as surplus and authorizing the Mayor to enter into a Purchase and Sale Agreement between the City of Huntsville and WMG Acquisitions, LLC, for conveyance of the same.
(Introduced on December 4, 2025, Regular Council Meeting)

Ordinance No. 25-999

Finance Information:

Account Number: TBD

City Cost Amount: NA

Total Cost: \$ 500,000.00

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:

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 1.095 acres, more or less, as more particularly described as follows in Exhibit “A” attached hereto (the “Subject Property”); and

WHEREAS, WMG Acquisitions, LLC, a Delaware limited liability company, has requested that the City declare the Subject Property as surplus and offer the same for sale; and

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

WHEREAS, it is necessary for the Mayor of the City of Huntsville to enter into that certain Agreement for Purchase and Sale between the City of Huntsville and WMG Acquisitions, LLC attached hereto as Exhibit “B” (the “Agreement”), and pursuant to the terms and conditions therein, the Subject Property will be sold to WMG Acquisitions, LLC in exchange for Five Hundred Thousand and No/100 Dollars (\$500,000.00); and

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

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

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

WHEREAS, the Mayor of the City of Huntsville is authorized to execute the Agreement, a statutory warranty deed, and all other documents necessary to transfer and convey any interest the City may have in the Subject Property to WMG Acquisitions, 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 WMG Acquisitions, 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 _____, 2025.

Tommy Battle, Mayor

APPROVED this the _____ day of _____, 2025.

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

EXHIBIT "A"
(Legal Description of Subject Property)

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

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

Commencing at a #5 rebar with a cap stamped "GARVER LLC CA-445-LS" (typical) set marking the southwest corner of Lot 3 of Tall Pines Commercial Development as recorded in the Office of the Judge of Probate for Madison County, Alabama in Plat Book 2023, Page 380, said point also marking the east right-of-way of U.S. Highway 231-431; thence along said right-of-way North 1 Degrees 38 Minutes 10 Seconds East a distance of 80.87 feet to a #5 rebar set; thence North 0 Degrees 10 Minutes 39 Seconds East a distance of 79.02 feet to a #5 rebar set, marking the Point of Beginning of the herein described tract having established grid coordinates of (N) 1574505.81, (E) 434786.89 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83).

Thence continuing along said right-of-way North 0 Degrees 10 Minutes 39 Seconds East a distance of 160.13 feet to a #5 rebar set, marking the northwest corner of said Lot 3; thence leaving said right-of-way and along the north boundary of said Lot 3 South 89 Degrees 07 Minutes 58 Seconds East a distance of 263.63 feet to a #5 rebar set, marking the northeast corner of said Lot 3; thence leaving said north boundary and along the east boundary of said Lot 3 South 44 Degrees 04 Minutes 08 Seconds East a distance of 56.63 feet to a #5 rebar set; thence South 0 Degrees 59 Minutes 42 Seconds West a distance of 120.03 feet to a #5 rebar set; thence leaving said east boundary North 89 Degrees 07 Minutes 58 Seconds West a distance of 301.44 feet to the POINT OF BEGINNING.

The above described tract contains 1.095 acres (47645.78 sq. ft.) more or less and is subject to any existing easements and rights-of-way whether or not recorded in the public records

EXHIBIT "B"
(Agreement for Purchase and Sale)

*[Attach copy of Agreement for Purchase and Sale between the City of Huntsville and WMG
Acquisitions, LLC.]*

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "**Agreement**") is made as of the ____ day of _____, 2025 (the "**Effective Date**" and as further defined below), by and between the **CITY OF HUNTSVILLE**, an Alabama municipal corporation ("**Seller**") and **WMG ACQUISITIONS, LLC**, a Delaware limited liability company ("**Buyer**").

PRELIMINARY STATEMENT

A. Seller is the owner of that certain real property located in Huntsville, Madison County, Alabama, known as Lot 3, according to that certain Minor Plat of Tall Oines Commercial Development, as recorded in Plat Book 2023, Pages 380-381 in the Probate Records of Madison County, Alabama ("Lot 3"), and Seller desires to sell the northern portion of said Lot 3 to Buyer, as more particularly described or depicted on **Exhibit "A"** attached hereto, and the improvements thereon (the "**Land**"); and

B. Buyer desires to purchase from Seller the Property (defined below) pursuant to the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the mutual covenants and provisions of this Agreement, Buyer and Seller agree as follows:

1. **Definitions.** The following terms shall have the following meanings for all purposes of this Agreement.

"Additional Diligence Material" shall have the meaning set forth in Section 6(b).

"Additional Earnest Money" means the additional earnest money deposit in the amount of **FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00)** to be deposited in accordance with Section 6(e).

"Affiliate" as used herein shall mean any parent, subsidiary or affiliated entity which controls, is controlled by, or is under common control with Buyer, or any entity in which Buyer is a managing member, general partner or holds a controlling voting or financial interest, or any entity otherwise made as a result of any restructure, consolidation, merger, acquisition, or reorganization of Buyer in which Buyer or the Affiliate is the surviving entity.

"Bill of Sale and General Assignment" shall have the meaning set forth in Section 7(a)(ii).

"Broker" shall have the meaning set forth in Section 11.

"Business Day" means any Monday, Tuesday, Wednesday, Thursday or Friday other than any legal holiday.

"CERCLA" shall have the meaning set forth in Section 13(b)(x).

"Closing" means the closing of the transaction contemplated by this Agreement.

"Closing Date" means the date specified in Section 4.

"Deed" shall have the meaning set forth in Section 7(a)(i).

"Due Diligence Period" means the period beginning on the Effective Date and expiring at 7:00 PM Central Time on the date that is one hundred twenty (120) days after the date that the City Council provides the Agreement Approval (as hereinafter defined).

"Earnest Money" means, collectively: (i) the Initial Earnest Money; (ii) the Permit Period Extension Deposit(s), if any; and (iii) the Additional Earnest Money. The Earnest Money shall be credited against the Purchase Price at Closing.

"Effective Date" means the date on which Seller has executed this Agreement. The Effective Date shall be filled in above upon establishment of the Effective Date by the Seller.

"Environmental Laws and Regulations" shall have the meaning set forth in Section 13(b)(x).

"Escrow" shall have the meaning set forth in Section 10(b).

"Escrow Agent" means Lanier, Ford, Shaver & Payne P.C., 2101 West Clinton Ave, Suite 102, Huntsville, Alabama 35805, as agent for Title Company (as hereinafter defined).

"Existing Due Diligence" materials shall have the meaning set forth in Section 6(a) herein.

"Initial Earnest Money" means the initial earnest money deposit of **TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00)** to be deposited within five (5) Business Days after the Effective Date.

"Land" is defined in the preliminary statement.

"Mandatory Cure Objections" shall have the meaning set forth in Section 5(d).

"Notice to Proceed" shall have the meaning set forth in Section 6(c).

"Parties" means Buyer and Seller collectively hereunder.

"Party" means Buyer and Seller individually hereunder.

"Permits" shall have the meaning set forth in Section 6(e).

"Permit Period" means the period beginning as of the Effective Date and ending at 7:00 PM Central Time on the date that is one hundred twenty (120) days after expiration of the Due Diligence Period, unless extended as provided in Section 6(f).

"Permit Period Extension Deposit(s)" shall have the meaning set forth in Section 6(f) herein.

"Permitted Exceptions" means (i) liens for taxes not yet due and payable, (ii) the Restrictions, (iii) the Repurchase Option to be contained in the Deed, and (iv) other matters of record or otherwise affecting the Property and disclosed on Buyer's updated Title Commitment, subject to which Buyer agrees to take title and to be determined by Buyer during the Due Diligence Period in accordance with Section 5.

"Property" means the Land, together with all Seller's right, title and interest in and to the buildings, fixtures (that are permanently attached or cannot be removed without damaging the building) and other improvements located thereon and all of Seller's right, title and interest in and to any easements not retained by Seller at Closing, permits, approvals, privileges, reservations and entitlements appurtenant thereto.

"Purchase Price" means the amount set forth in Section 3.

"Restrictions" shall mean that certain Declaration of Easements, Covenants, Conditions, and Restrictions, as recorded in Deed Book 2024, Page 4048 in the Probate Records of Madison County, Alabama.

"Seller's Response" shall have the meaning set forth in Section 5(d).

"Survey" shall have the meaning set forth in Section 5(b).

"Title Company" means Escrow Agent as agent for First American Title Insurance Company.

"Title Commitment" means a commitment for an owner's title insurance policy from the Title Company reflecting the current status of title to the Property.

"Title Notice" shall have the meaning set forth in Section 5(c).

2. **Purchase and Sale of the Property.** On the terms and subject to the conditions set forth in this Agreement, Seller shall sell and Buyer shall purchase the Property in fee simple, including, all of the Seller's right, title and interest, subject only to the Permitted Exceptions.

3. **Purchase Price.** The Purchase Price for the Property shall be **FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00)**. The Purchase Price shall be paid as follows:

(a) The Initial Earnest Money shall be paid to the Escrow Agent within five (5) Business Days after the Effective Date. The Earnest Money shall be held by Escrow Agent during the term of this Agreement and shall be fully refundable to Buyer in the event Buyer terminates this Agreement prior to expiration of the Due Diligence Period, or pursuant to another express right of termination set forth herein. All Earnest Money shall be applicable to the Purchase Price at Closing. Any earned interest on the Earnest Money shall be paid to or credited to Buyer unless Buyer defaults hereunder and Seller is entitled to retain the Earnest Money, in which event Seller shall also be entitled to the interest earned thereon.

(b) The Additional Earnest Money and Permit Period Extension Deposit(s) (if any) shall be deposited in accordance with the terms of Section 6 of this Agreement.

(c) The balance of the Purchase Price, subject to credits, adjustments and prorations required by this Contract, shall be paid by Buyer at Closing in the form of a confirmed wire transfer.

4. **Closing Date.** The Closing Date for this Agreement shall occur on or before the date that is thirty (30) days after the expiration of the Permit Period.

5. **Title.**

(a) At Closing, Seller shall transfer fee simple title to the Property free and clear of all liens, encumbrances, encroachments, covenants, conditions, restrictions, easements, limitations and violation notices from any governmental authority other than the Permitted Exceptions, which Buyer shall determine and identify in writing during the Due Diligence Period in accordance with this Section 5.

(b) Promptly after the Effective Date, Buyer will obtain a Title Commitment with respect to the Property in the amount of the Purchase Price payable hereunder, issued by the Title Company. Buyer shall have the right to perform an updated ALTA/NSPS Survey of the Property (the **"Survey"**)

(c) Buyer shall have until the expiration of the Due Diligence Period in which to examine the Title Commitment, all underlying exception documents, and the Survey, if any, and satisfy itself as to the marketability and status of Seller's title. In the event Buyer notes any objections to the marketability of such title, or in the event that there are any matters of record which could, in Buyer's sole and absolute discretion, interfere with Buyer's intended use of the Property or if Buyer objects in its discretion to any other matter disclosed in such Title Commitment, Buyer shall notify Seller in writing thereof (the "**Title Notice**"). If Buyer fails to deliver such notice to Seller within the Due Diligence Period, then, subject to the remaining title requirements set forth below, Buyer shall be deemed to have found title acceptable in all respects.

(d) Seller shall provide written notice to Buyer within five (5) Business Days of receipt of the Title Notice of any matters objected to by Buyer which it does not intend to cure ("**Seller's Response**"). If Seller does not elect to cure all such matters, then Buyer may (i) waive such matters and close on the Property subject to the Permitted Exceptions; or (ii) terminate this Agreement by delivering written notice of such termination to Seller within three (3) Business Days after receipt of Seller's Response. If Buyer properly terminates this Agreement, neither Party shall have any further obligations hereunder except for those which expressly survive any such termination and Buyer shall be entitled to a complete refund of the Earnest Money. Notwithstanding anything contained herein to the contrary, Seller hereby covenants and agrees to cause to be released, satisfied, cured or removed from Buyer's title policy, prior to or simultaneously with the Closing, all Mandatory Cure Objections, as hereinafter defined. For the purposes hereof, "**Mandatory Cure Objections**", are any mortgage, lien, monetary judgment, past due tax assessment, mechanics or materialmen's liens, or other similar monetary lien encumbering the Property, or otherwise cause same to be removed from the Title Commitment with the consent of the Title Company (by bonding or otherwise), which amount, at the option of Seller, may be paid from the proceeds of the Purchase Price at Closing; and, if any such item has not been satisfied before the Closing Date, then Buyer and Escrow Agent are authorized to satisfy such item from the proceeds of the Purchase Price at Closing. Seller is responsible for all charges, costs and expenses incurred in satisfying the Mandatory Cure Objections. Buyer may update the Title Commitment at any time prior to Closing. Buyer will have five (5) Business Days from its receipt of any title update report within which to notify Seller of any title defects first disclosed therein, and the foregoing procedures and timeframes will apply with respect to such newly-disclosed defects (with the Closing Date similarly extended). The encumbrances disclosed by Buyer's title examination or Survey and not objected to by Buyer shall be included in the definition of Permitted Exceptions hereunder. In addition, if Buyer subsequently waives an objection in writing, that encumbrance will be included in the Permitted Exceptions.

(e) If Seller agrees in writing to cure a title or survey objection (or is obligated to) and fails to do so, Seller acknowledges that Buyer will have relied on Seller's agreement to do so and the failure will be a default by Seller. In that event, Buyer may elect to do any of the following: (a) terminate this Agreement and receive a refund of the Earnest Money and reimbursement from Seller of Buyer's actual out-of-pocket expenses incurred in connection with this transaction, and the parties shall have no further rights or obligations hereunder except for those expressly surviving termination, (b) Buyer may attempt to cure the objection on Seller's behalf, in which event the Purchase Price will be reduced by the amount equal to the actual, verifiable expenses incurred by Buyer in curing the defect or objection in an amount not to exceed \$25,000.00, or (c) Buyer may accept title to the Property subject to the objection. If Buyer elects to attempt to cure any objection pursuant to clause (b), Buyer may extend the Closing for a period not to exceed sixty (60) days. If Buyer is not successful in curing the objection, then Buyer may exercise its options under either clauses (a) or (c).

6. **Seller's Delivery of Information; Due Diligence Period and Permitting Period.**

(a) On or within five (5) Business Days after the Effective Date hereof, Seller shall provide Buyer with copies of the most current tax bills for the Property, any surveys, geotech reports, environmental studies, title reports, deeds, Seller's owner's policy of title insurance for the Property (together with all exceptions), site plans, and any leases affecting the Property, if any (the "**Existing Diligence Material**"). Additionally, following the Effective Date and through the Closing Date or until such earlier termination of this Agreement, upon reasonable advance notice to Seller, Buyer and its representatives shall be afforded reasonable access to the Property. Buyer agrees that such access shall be afforded in such a manner as not to unreasonably interfere with Seller's operation or use of the Property. Buyer shall indemnify Seller for any loss or damage, including court costs and reasonable attorneys' fees, incurred by Seller due to, caused by, or reasonably related to Buyer's inspection of the Property hereunder. Buyer shall promptly restore the Property to substantially the same condition as existed prior to the commencement of such inspection activities which disturbed or altered the Property.

(b) Buyer may obtain a new survey, a Phase I environmental report or an update of any existing Phase I environmental, or any other studies, tests, analyses or reports as to the Property or its operation, as Buyer may elect in its sole discretion, (collectively, the "**Additional Diligence Material**"). Buyer shall obtain such Additional Diligence Material at Buyer's sole cost and expense. Buyer shall have until the expiration of the Due Diligence Period to obtain, review, and approve the Additional Diligence Material and any other matters it deems necessary and/or appropriate. During the Due Diligence Period, Buyer and its advisors shall be also permitted to inspect the Property for its design features, location, proximity to major thoroughfares, access, visibility, demographics of the surrounding areas, compliance with applicable laws, other construction or building issues, environmental compliance and to review and evaluate all such other matters as are deemed relevant to Buyer. In the event this Agreement is terminated prior to the Closing Date for any reason, Buyer shall deliver to Seller copies of any Additional Diligence Material obtained by Buyer prior to such termination; this obligation shall survive termination of this Agreement.

(c) In the event the Property is deemed acceptable to Buyer, in its sole and absolute discretion, Buyer shall provide Seller and Title Company with written notice of its election to proceed with the acquisition of the Property at any time on or prior to expiration of the Due Diligence Period (the "**Notice to Proceed**"). Following the Notice to Proceed, the Earnest Money shall be deemed nonrefundable but applicable to the Purchase Price (except in the event of a default by Seller, failure to obtain Permits as set forth in Section 6(f), or as otherwise expressly provided herein to the contrary). In the event Buyer fails to provide a Notice to Proceed prior to expiration of the Due Diligence Period, Buyer shall be deemed to have elected not to proceed with this transaction and the Agreement shall automatically terminate. In such event, all Earnest Money shall be promptly refunded by the Escrow Agent to Buyer, and thereafter neither party shall have any further rights or obligations hereunder except for those which are expressly stated as surviving such termination. Additionally, if a review of Existing Diligence Material or Additional Diligence Material reveals a condition or other set of circumstances that is unacceptable to Buyer for any reason, or if Buyer otherwise decides not to pursue the transaction contemplated herein for any or for no reason whatsoever, then Buyer shall have the right to terminate this Agreement by delivering written notice to Seller on or before the expiration of the Due Diligence Period, whereupon neither Party shall have any further obligations hereunder except for those which expressly survive any such termination, and Buyer shall be entitled to a complete refund of the Earnest Money.

(d) If Buyer provides the Notice to Proceed pursuant to subsection (c) above, Buyer shall be required to deposit the Additional Earnest Money with Escrow Agent within five (5) Business Days after the start of the Permit Period, which Additional Earnest Money shall be held as part of the Earnest Money hereunder, and shall be credited against the Purchase Price at Closing.

(e) Buyer's obligations under this Agreement are contingent on its receipt of all and of all Permits (as hereinafter defined), on terms and conditions reasonably satisfactory to Buyer, during the Permit Period. Buyer agrees to make its initial submittal for Permits (which will be applied for and diligently pursued in the order appropriate in the jurisdiction) no later than thirty (30) days after the expiration of the Due Diligence Period. Buyer will use commercially reasonable and good faith efforts to obtain the Permits. Seller will work in good faith to assist Buyer in Buyer's application for all applicable Permits, at no expense to Seller, and in obtaining the Permits. However, Buyer 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 of Huntsville licensing, permitting, zoning, construction, or building requirements. Buyer further agrees to deliver Seller a copy of all applications, Permits, and document submitted and all comments on submissions it receives from the relevant government agency. If Buyer does not obtain the Permits, on terms and conditions reasonably satisfactory to Buyer, on or before the expiration of the Permit Period, then Buyer may terminate this Agreement upon delivery of written notice to Seller, in which event all Earnest Money will be returned to Buyer and all rights and obligations of the parties under this Agreement will be of no further force or effect, except for obligations that are expressly stated to survive the termination of this Agreement. As used herein "Permits" means all necessary governmental or quasi-governmental permits, licenses and approvals necessary for Buyer's intended use at the Property, including land disturbance permits, zoning approval, utility capacity reservations and approvals, site plan approvals, and building permits.

(f) Buyer shall have the option of extending the Permit Period for two (2) periods of thirty (30) days upon providing written notice to Seller prior to expiration of the Permit Period as originally scheduled, and delivery of an additional earnest money deposit to the Escrow Agent in the amount of **FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00)** (the "Permit Period Extension Deposit") per extension, which amount shall be applicable to the Purchase Price at Closing and nonrefundable to Buyer, except in the event of default by Seller or as otherwise expressly provided herein.

7. **Closing.** On or before the Closing Date the closing shall take place by delivery of documents and other closing deliveries in escrow to the Title Company:

(a) **Seller's Closing Documents.** Contemporaneously with Buyer's deliveries and payments under Section 7(b) hereof Seller shall deliver to Title Company or Buyer, as may be appropriate:

(i) a Statutory Warranty Deed (the "Deed") conveying fee simple title to the Property to Buyer, duly executed by Seller, free of all liens, encumbrances, restrictions, encroachments and easements, except for the Permitted Exceptions;

(ii) appropriate resolutions of Seller authorizing and approving this Agreement and the transactions contemplated herein and designating the person authorized to execute the Agreement and the closing documents;

(iii) a Foreign Investment in Real Property Tax Act ("FIRPTA") certification in conformance with the requirements of FIRPTA;

(iv) a title affidavit as to those items or facts within Seller's control in form typically required by the Title Company and sufficient to allow such Title Company to delete the "standard exceptions" in Buyer's owner's title insurance policy, including, but not limited to (A) rights of Parties in possession other than record owners, (B) any lien, or right to lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown among the public records, (C) defects, liens, encumbrances adverse claims or other matters, if any, created, first appearing in the public record or

attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by the commitment;

(v) a settlement statement;

(vi) a certificate from Seller reaffirming the accuracy and completeness of the representations and warranties made in this Agreement;

(vii) such other instruments that may be required in accordance with Alabama law for tax withholding or certifications; and

(viii) such other documents as Buyer or the Title Company may reasonably require or as may be required by the terms of the Title Commitment.

(b) Buyer.

(i) Deposit of Funds. Buyer shall pay Seller or deposit the Purchase Price in escrow with Title Company, less the Earnest Money, together with any other amounts required to be paid by Buyer pursuant to the terms of this Agreement.

(ii) Buyer's Closing Documents. Buyer shall deliver to Title Company or Seller, as may be appropriate:

(1) a settlement statement; and

(2) such documents as Seller or the Title Company may reasonably require or as may be required by the terms of the Title Commitment.

All closing documents shall be dated as of the Closing Date.

8. **Conditions to Closing.**

(a) **Mutual Closing Conditions.** Closing shall be contingent upon the following conditions being satisfied on or before the Closing Date:

(i) Declaration of the Property as "surplus" pursuant to an official ordinance and approval of this Agreement (the "**Agreement Approval**") by the City Council of the City of Huntsville ("**City Council**"). In the event that the Agreement Approval has not been obtained within forty-five (45) days after the Effective Date of this Agreement, Buyer may terminate this Agreement by providing written notice to Seller within five (5) Business Days following the expiration of the forty-five (45) day period. Upon such termination, neither Party shall have any further obligations hereunder except for those which expressly survive any such termination, and Buyer shall be entitled to a complete refund of the Earnest Money.

(ii) Approval of all required Plat Documents (as hereinafter defined) and recording of the same in the Probate Records of Madison County, Alabama. Seller and Buyer agree to cooperate in all reasonable respects in the preparation and approval of all subdivision or recombination plats and other subdivision or recombination submittals (collectively, the "**Plat Documents**") as required by the City of Huntsville and all other applicable governmental authorities having jurisdiction, if any (the "**Subdivision**");

Authority") pursuant to the applicable subdivision or recombination regulations of the City of Huntsville (the "Subdivision Regulations"). Said Plat Documents shall be prepared and recorded by Seller. The legal description of the Property to be used and contained in the Deed shall be the legal description as set forth in the final subdivision plat approved by the Subdivision Authority (the "Plat"), provided that the lot described in the Plat shall be substantially similar to the depiction of the Land attached hereto as Exhibit "A". In the event Seller has not received the final approved Plat Documents from the Subdivision Authority as of the Closing Date, Buyer shall have the option to extend the Closing Date for a period of sixty (60) days to allow Buyer additional time to pursue receipt of such approval. In the event that Buyer is unable to obtain such approval prior to the expiration of such sixty (60) day period, either party shall have the option to terminate this Agreement upon written notice to the other. Upon such termination, the Earnest Money shall be promptly refunded to Buyer, and neither party shall have any further rights or obligations hereunder.

(iii) Additionally, in connection with the finalization, approval, and recordation of the Plat, Seller, at its sole cost and expense, shall cause the existing internal public utility easements, running through the middle of Lot 3 as currently platted, to be vacated and extinguished of record prior to Closing (the "Easement Vacation").

(b) Seller's Closing Conditions. Seller's obligations hereunder are contingent upon satisfaction of the following conditions on or before the Closing Date:

(i) Buyer shall have delivered to Seller or the Title Company, as applicable, the transaction documents referenced in this Agreement.

(ii) Buyer shall have delivered the Purchase Price to Seller or the Title Company.

(iii) All (A) representations and warranties of Buyer set forth herein shall have been true and correct in all material respects when made, and (B) all covenants, agreements and conditions required to be performed or complied with by Buyer prior to or at the time of Closing in connection with the transaction shall have been duly performed or complied with by Buyer in all materials respects prior to or at such time or waived in writing by Seller.

(c) Buyer's Closing Conditions. Buyer's obligations hereunder are contingent upon satisfaction of the following conditions on or before the Closing Date:

(i) Seller shall have delivered to Buyer or the Title Company, as applicable, the transaction documents referenced in this Agreement.

(ii) Buyer shall have received for the Property the Title Company's commitment to insure title by means of the Title Policy which shall: (A) be in an aggregate amount equal to the Purchase Price; (B) commit to insure Buyer's fee simple ownership in the Property subject only to Permitted Exceptions; and (C) contain such endorsements as Buyer negotiated with the Title Company.

(iii) All (A) representations and warranties of Seller set forth herein shall have been true and correct in all material respects when made, and (B) all covenants, agreements and conditions required to be performed or complied with by Seller prior to

or at the time of Closing in connection with the transaction shall have been duly performed or complied with by Seller in all materials respects prior to or at such time or waived in writing by Buyer.

(iv) There shall have occurred no material adverse change in the physical or legal conditions of the Property from the conditions as of the Effective Date.

(v) Seller shall have completed the Seller's Work (as hereinafter defined).

(vi) Buyer shall have received all Permits.

(vii) There will be no general moratorium or similar restriction imposed by any governmental authority or utility supplier with respect to the issuance of building permits for Buyer's intended development of the Property, or sanitary sewer, water or electricity connections with respect thereto, or for any other item necessary for construction.

If any condition set forth in Section 8(a) or 8(c) are not satisfied by the Closing Date, then Buyer may either: (a) waive such condition in writing and proceed to Closing with no offset or deduction from the Purchase Price, (b) terminate this Agreement and Buyer shall receive a return of the Earnest Money from the Escrow Agent, or (c) extend the Closing Date for an additional thirty (30) days to allow the Condition to be satisfied. Buyer shall not be deemed to have waived any of the foregoing closing conditions absent a written express waiver from Buyer. In the event any condition is not fulfilled by the Closing Date, as extended, then Buyer shall have the option to elect option (a) or (b) above. In the event of a failure of a condition set forth in Section 8(c)(iii) or (v) which is the result of a default by Seller, Buyer shall also have the remedies available herein for a Seller default.

9. **Costs, Expenses and Proration of Income and Expenses of the Property.**

(a) Buyer agrees to pay: (i) its attorneys' fees; (ii) the costs of any Additional Diligence Material, and any other cost associated with Buyer's inspection of the Property; (iii) fifty percent (50%) of any escrow agent fees; (iv) the cost of any transfer taxes in connection with the recording of the Deed; and (v) the cost of any endorsements requested by Buyer to the owner's title insurance policy.

(b) Seller shall pay (i) fifty percent (50%) of any escrow agent fees; (ii) Seller's attorneys' fees; (iii) the cost of any search fees and the premium for any owner's title insurance policy; (iv) the costs associated with the preparation of the Deed; and (v) any recording costs of documents necessary to convey or clear title at Closing. Notwithstanding anything contained herein to the contrary, Seller shall pay to the Title Company upon demand all title search, examination fees, abstract fees and escrow cancellation charges if this Agreement is terminated for any reason.

(c) The following items shall be apportioned between Seller and Buyer as of midnight on the day before the Closing Date:

(i) The Property is currently exempt from ad valorem taxes. Accordingly, ad valorem taxes shall not be collected or prorated at Closing. However, in the event it is determined that ad valorem taxes are owed on the Property, real estate taxes for the then current tax year shall be prorated as of the Closing Date, such that Seller shall be responsible for that portion of ad valorem taxes owed for the portion of the tax year

before Closing and through the Closing Date, and Buyer shall be responsible for that portion of ad valorem taxes owed for that portion of the tax year following the Closing Date through the end of the tax year.

(ii) To the extent any utilities are maintained by Seller, utilities serving the Property shall not be prorated. On the day following Closing, Seller shall have each utility provider render a final bill through said date and Seller shall on said date terminate all such accounts and be entitled to receive a refund of any and all utility deposits. Buyer shall be solely responsible for establishing new accounts with such utility providers in Buyer's own name and coordinating with any tenants of the Property in this regard, if applicable.

(iii) Any other amounts requiring pro-ration will be pro-rated according to local custom.

10. **Escrow Agent and Earnest Money; Defaults; Remedies.**

(a) Seller and Buyer hereby appoint Escrow Agent to act as escrow agent in connection with this transaction upon the terms and conditions of this Agreement. Within five (5) Business Days after the Effective Date, Buyer will deposit the Initial Earnest Money with Escrow Agent.

(b) The Earnest Money shall be deposited by Escrow Agent. A Form W-9 must be completed and executed by Buyer concurrently with the execution of this Agreement. The failure to submit to Escrow Agent an executed, completed Form W-9 shall stay Escrow Agent's obligation to deposit the escrow in either a segregated account until such time that said form has been provided to Escrow Agent. Buyer shall receive a 1099 for the interest on the Earnest Money, if any. Seller and Buyer agree that the Escrow Agent shall not be responsible for any penalties, loss of principal or interest, or the consequences of a delay in withdrawal of the Earnest Money, (the "**Escrow**"), if any, which may be imposed as a result of the making or the redeeming of the above investment, as the case may be. Seller and Buyer also agree that Escrow Agent shall not be liable for any loss or impairment of the Escrow which results from the failure, insolvency or suspension of the financial institution in which the Earnest Money is deposited.

(c) The Earnest Money shall be applied to the Purchase Price at Closing or shall be disbursed as otherwise provided herein. If Buyer timely terminates this Agreement in accordance with its terms, then upon such termination neither Party shall have any further obligations hereunder except for those which expressly survive any such termination, and the Earnest Money shall be returned to Buyer.

(d) **Buyer Default.** If the Closing does not occur as a result of a default by Buyer under the terms of this Agreement, then upon at least ten (10) days' notice from Seller to Buyer and Escrow Agent, and provided such default is not cured by Buyer within such period, the Earnest Money shall be paid to Seller, and Seller shall be entitled to retain the Earnest Money as full liquidated damages for such default of Buyer, whereupon this Agreement shall terminate and the Parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination. It is hereby agreed that Seller's damages in the event of a default by Buyer hereunder are uncertain and difficult to ascertain, and that the Earnest Money constitutes a reasonable liquidation of such damages and is intended not as a penalty, but as full liquidated damages and Seller's sole remedy.

(e) **Seller Default.** If the Seller fails to materially perform any of the covenants and agreements set forth in this Agreement on its part to be performed, then upon at least ten (10) days' notice from Buyer to Seller and Escrow Agent, and provided such default is not cured by Seller within such period, then, at Buyer's option: (i) Buyer will be entitled to terminate this Agreement and receive an immediate

refund of all Earnest Money, together with reimbursement from Seller of Buyer's actual, verifiable out of pocket expenses incurred in connection with Buyer's Additional Diligence Material in an amount not to exceed \$25,000.00; or (ii) Buyer will be entitled to pursue an action of specific performance against Seller.

(f) It is agreed that if a dispute should arise between Buyer and Seller as to the final disposition of the Earnest Money, then Escrow Agent may institute a suit to determine who is entitled to the Earnest Money, and the cost of such action, including reasonable attorneys' fees incurred by Escrow Agent, shall be borne by the Party not entitled to the Earnest Money as determined by such final disposition.

(g) Seller and Buyer acknowledge that Escrow Agent is serving solely as an accommodation to the Parties hereto, and except for the gross negligence or willful misconduct of the Escrow Agent, Escrow Agent shall have no liability of any kind whatsoever arising out of or in connection with its activity as Escrow Agent. Seller and Buyer jointly and severally agree to and do hereby indemnify and hold harmless Escrow Agent from all suits, actions, loss, costs, claims, damages, liabilities, and expenses (including, without limitation, attorneys' fees and disbursements) which may be incurred by reason of its acting as Escrow Agent and such indemnity shall survive the termination of this Agreement. In no event shall the Escrow Agent be liable for any lost profits or for any incidental, special, consequential or punitive damages whether or not the Escrow Agent knew of the possibility or likelihood of such damages.

(h) If for any reason the Closing does not occur and either Party makes a written demand upon Escrow Agent for payment or refund, as the case may be, of the Earnest Money or any portion thereof, Escrow Agent shall give written notice to the other Party of such demand. If Escrow Agent does not receive a written objection from the other Party to the proposed payment or refund, as the case may be, within five (5) Business Days after the giving of the notice described in the preceding sentence, Escrow Agent is hereby authorized to make such payment or refund; provided, however, that, if such written demand for refund of the Earnest Money is made by Buyer in connection with a written termination of this Agreement by Buyer prior to expiration of the Due Diligence Period as contemplated in Section 6 herein, the Escrow Agent shall immediately refund the Earnest Money without the need to wait such five (5) Business Day period or receive approval from the Seller as to such disbursement. Additionally, if for any reason Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold such amount until otherwise directed by written instructions from both Parties to this Contract or a final judgment of a court of competent jurisdiction. Notwithstanding the foregoing, Escrow Agent shall have the right at any time to deposit the Earnest Money with a court of competent jurisdiction. Escrow Agent shall give written notice of such deposit to Seller and Buyer. Upon such deposit, Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder. Escrow Agent may conclusively rely upon and shall be protected in acting upon any notice, consent, order or other document believed by it to be genuine and to have been signed or presented by the proper party or parties, consistent with reasonable due diligence on Escrow Agent's part. Escrow Agent shall have no duty or liability to verify any such notice, consent, order or other document, and its sole responsibility shall be to act as expressly set forth in this Agreement.

11. **Brokers.** Seller has not employed any broker, finder or other advisor such as to incur any brokerage fees or finders' fees in connection with the transactions contemplated by this Agreement. Buyer has not employed any broker, finder or other advisor such as to incur any brokerage fees or finders' fees in connection with the transactions contemplated by this Agreement other than David Plummer of Retail Specialists, LLC (the "**Broker**"). Seller or Buyer, as the case may be, hereby indemnify and agree to hold the other harmless from and against any and all costs, expense, loss, and damage, including but not limited to attorneys' fees and court costs, arising or resulting directly or indirectly out of any claim by any other broker, real estate broker or agent in connection with this transaction, which obligation shall survive the Closing or the termination of this Agreement. At Closing, a commission of five percent (5%) shall be paid by Buyer to Broker pursuant to a separate written agreement.

12. **1031 Exchange.** The Parties acknowledge that Buyer may intend to utilize Section 1031 of the Internal Revenue Code in connection with the transaction. If requested by Buyer, Seller shall reasonably cooperate and undertake all actions requested to qualify the Buyer's purchase or sale of replacement property within the meaning of Treasury Regulation Section 1.1031(k)-1(a) as like-kind property under Code Section 1031(a)(1). The Buyer shall pay all costs and expenses relating to actions taken under this Section 12. Seller further agrees to execute any and all documents (subject to reasonable approval of legal counsel) as are reasonably necessary in connection with such exchange provided that Seller shall be required to undertake any material liability or obligation in so doing and provided that such exchange does not extend or delay the applicable Closing Date.

13. **Representations and Warranties.**

(a) **Mutual Representations.** To induce each other to enter into this Agreement, each Party hereby represents and warrants to the other, (i) it has been duly authorized and empowered to enter into this Agreement and to perform fully its obligations hereunder, and (ii) such obligations constitute the valid and binding obligations of such Party, enforceable in accordance with their terms. These representations and warranties shall survive Closing for a period of nine (9) months.

(b) **Representations and Warranties of Seller.** Seller warrants and represents to Buyer as follows, which representations and warranties shall survive Closing for a period of nine (9) months:

- (i) Seller owns fee simple title to the Property.
- (ii) To Seller's knowledge, Seller has received no written notice of any actions, suits or proceedings of any kind, pending or threatened against the Property, or relating to any adjoining rights-of-way in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality. This includes, without limitation, any condemnation or eminent domain proceedings, widening, construction of acceleration/deceleration lanes, changes in or additions to existing or approved curb cuts or medians, proposed or pending installation or removal of traffic lights or any other changes or proposed changes in traffic patterns or management of traffic flow.
- (iii) Except for Buyer pursuant to this Agreement, no person or entity has any right or option to lease, occupy or acquire the Property.
- (iv) Seller has not received any written notice that the Property is or will be subject to any reassessment due to a change in use of the Property or subject to any special assessments, whether or not presently a lien.
- (v) To Seller's knowledge, there is no existing violation of any ordinance, code, law, rule, requirement or regulation applicable to the Property.
- (vi) The Property is not in violation of any requirements or obligations imposed by any declaration of restrictions, reciprocal easement agreement, or any other restrictive covenants affecting the Property.
- (vii) To Seller's knowledge, there are no service contracts, maintenance contracts, or other contracts affecting the Property (whether verbal or written) that will be binding upon Buyer or the Property following Closing.

- (viii) Neither Seller nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of its respective officers, representatives or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.
- (ix) Seller has not: (A) made a general assignment for the benefit of creditors; (B) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors; (C) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets; (D) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets; (E) admitted in writing its inability to pay its debts as they come due; or (F) made an offer of settlement, extension or composition to its creditors generally.
- (x) During Seller's ownership of the Property, Seller has not used, operated or permitted the use of the Property in any manner for the storage, use, treatment, manufacture or disposal of any Hazardous Materials (as defined below). To Seller's actual knowledge, the Property has not been used or operated by any other party for the storage, use, treatment, manufacture or disposal of any Hazardous Materials. The term "**Hazardous Materials**" means and refers to any "hazardous waste" or "hazardous substance," as such terms are set forth in, under or pursuant to the Environmental Laws and Regulations, oil or petroleum products or their derivatives, polychlorinated biphenyls, asbestos, radioactive materials or waste, and any other toxic, ignitable, reactive, corrosive, explosive, contaminating or polluting materials which are now or in the future subject to governmental regulation. "**Environmental Laws and Regulations**" means any federal, state or local laws now or hereafter in effect relating to pollution or protection of the environment or emissions, discharges, spills, releases or threatened releases of any Hazardous Substance into the environment (including without limitation indoor air, ambient air, surface water, ground water or land), including without limitation, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*, as amended, the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. §§ 9601 *et seq.*, as amended, the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 *et seq.*, as amended, the Clean Water Act, 33 U.S.C. §§ 1251 *et seq.*, as amended, the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*, as amended, the Toxic Substance Control Act, 15 U.S.C. §§ 2601 *et seq.*, as amended, and any rules and regulations now or hereafter promulgated under any of such acts.
- (xi) Seller has provided Buyer with complete copies of all environmental site assessments, audits and similar reports covering the Property within Seller's possession or control, if any.

Prior to Closing, Seller shall have the right to supplement (based on newly discovered information or resulting from a change in circumstances or facts) any of the Representations and Warranties of Seller by providing written notice thereof to Buyer, and any such supplement shall be deemed to be an amendment

of Section 13. No such supplement shall be considered a breach by Seller of any of Seller's Representations or Warranties or form the basis for any claim by Buyer against Seller under this Agreement with respect to any such Seller Representations and Warranties unless such Seller Representation and Warranty has become untrue as a result of the intentional actions or omissions of the Seller or its agents. If any of Seller's Representations or Warranties become untrue or misleading as a result of the intentional actions or omissions of the Seller or its agents, the event will constitute a default by Seller, and Buyer will have the remedies set forth in Section 10. In the event that any such supplement discloses a fact with respect to the Property that materially affects the Property, and such change is not due to the fault of Seller, then Buyer, as its sole remedy, shall have the right to terminate this Agreement by delivering written notice thereof to Seller, in which even the Earnest Money shall be released to Buyer and neither party shall have any further obligations hereunder, except those that survive a termination of this Agreement.

14. Miscellaneous Provisions.

(a) Notices. Notices given pursuant to this Agreement will be effective only if in writing and delivered (i) in person by hand-delivery, (ii) by reputable overnight courier (such as UPS or FedEx) guaranteeing next business day delivery, (iii) by email sent on a business day during the business hours of 9:00 a.m. until 7:00 p.m., eastern time, or (iv) by United States certified mail, return receipt requested. All notices will be directed to the other Party at its address provided below or such other address as either Party may designate by notice given in accordance with this Section 14(a). Notices will be effective (i) in the case of hand delivery, on the date of delivery, (ii) if by overnight courier, one (1) business day after deposit with all delivery charges prepaid, (iii) if by email, on the date of transmission, and (iv) in the case of certified mail, the earlier of the date receipt is acknowledged on the return receipt for such notice or five (5) business days after the date of posting by the United States Post Office. The notice addresses for Seller and Buyer are as follows:

If to Seller:	City of Huntsville 305 Fountain Circle, 4 th Floor Huntsville, Alabama 35801 Attention: Jim McGuffey & Shane Davis Phone: 256-427-5100 Email: jim.mcguffey@huntsvilleal.gov shane.davis@huntsvilleal.gov
With a copy to:	Lanier Ford Shaver & Payne, P.C. 2101 W. Clinton Ave., Ste. 102 Huntsville, Alabama 35805 Attn: Sam Givhan & Katie Beasley Phone: 256-353-1100 Email: shg@lanierford.com kab@lanierford.com
If to Buyer:	WMG Acquisitions, LLC PO Box 768 Effingham, Illinois 62401 Attention: Garrett Niemerg Phone: (217) 821-8619 Email: gniemerg@wmgdevelopment.com

With a copy to: Thompson Burton PLLC
One Franklin Park
6100 Tower Circle, Suite 200
Franklin, Tennessee 37067
Attention: Chandler Farmer
Phone: (615) 465-6009
Email: chandler@thompsonburton.com

(b) Governing Law. This Agreement shall be governed by the laws of the State of Alabama without regard to its conflict of law provisions.

(c) Party Cooperation; Other Documents. Each of the Parties agrees to sign such other and further documents as may be appropriate to carry out the intentions expressed in this Agreement or to correct any scrivener's error or omission(s) contained in this Agreement or any closing document executed pursuant hereto or in connection with the transaction contemplated herein.

(d) Attorneys' Fees. In the event of any judicial or other adversarial proceeding between the Parties concerning this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees in addition to any other relief to which it may be entitled.

(e) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one instrument. Further, a facsimile signature or pdf email of either Party on any counterpart may be relied upon as an original signature. Notwithstanding the foregoing, Buyer understands, acknowledges, and agrees that City Council requires an original signature page from Buyer before this Agreement will be placed on an agenda for City Council review. Accordingly Buyer agrees that it will transmit an original signature page to the Escrow Agent promptly after execution.

(f) Time of the Essence; No Waiver. It is expressly agreed by the Parties hereto that time is of the essence of this Agreement and in the performance of all conditions, covenants, requirements, obligations and warranties to be performed or satisfied by either Party hereto. If the time period by which any right, option, or election provided under this Contract must be exercised or by which any acts or payments require hereunder must be performed or paid, or by which the Closing must be held, expires on a Saturday, Sunday, legal or bank holiday, then such time period shall be automatically extended to the close of business on the next regularly scheduled Business Day. Waiver of performance or satisfaction of timely performance or satisfaction of any condition, covenant, requirement, obligation or warranty by one Party shall not be deemed to be a waiver of the performance or satisfaction of any other condition, covenant, requirement, obligation or warranty unless specifically consented to in writing.

(g) Risk of Loss. The Property shall be held at the risk of Seller until Closing thereon. In the event of any fire or other casualty, Seller shall promptly notify Buyer thereof and Buyer shall have the option, exercisable within fifteen (15) days after receipt of such Seller notice, to (a) close on the Property in accordance with the terms hereof notwithstanding such casualty, or (b) terminate this Agreement in which event the Earnest Money shall be returned and the Parties shall have no further obligation to the other except with respect to obligations expressly set forth herein to survive the termination hereof.

(h) Condemnation. If after the date hereof and prior to Closing any part of the Property is taken or threatened to be taken by eminent domain or condemnation, Buyer may elect either to (a) close on the Property in accordance with the terms hereof notwithstanding such taking or threatened taking, or (b) terminate this Agreement in which event the Earnest Money shall be returned and the Parties shall have no further obligation to the other except with respect to obligations expressly set forth herein to survive the

termination hereof. If Buyer elects to close hereunder notwithstanding such taking or threatened taking in accordance with option (a) above, then Seller shall pay or assign all condemnation awards or payments in respect of the Property to Buyer at Closing.

(i) Mutual Drafting. All of the Parties to this Agreement have participated fully in the negotiation and preparation hereof, and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties hereto.

(j) Severability. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

(k) Singular. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders, and captions and paragraph headings shall be disregarded.

(l) Exhibits. All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement. Any exhibit not attached to this Agreement as of the Effective Date shall be agreed upon, initialed by the Parties, and attached to this Agreement as soon as practicable.

(m) Days. All references to a number of days shall mean calendar days unless Business Days are expressly referred to.

(n) Assignment. Buyer shall have the right to assign its rights and obligations under this Agreement to any Affiliate without the consent of Seller ("Assignment"). In the event of an Assignment, Buyer shall provide Seller and Title Company with written notice of the Assignment, including the name, form of entity, address, and current contact information for the Affiliate, along with any related entity or company documents of the Affiliate as may be reasonably requested by the Title Company. On or prior to Closing, the Title Company may require Buyer and Affiliate to execute and/or acknowledge a formal assignment in a form reasonably acceptable to the Title Company.

15. **Pre-Closing Obligations of Seller.**

(a) Between the date hereof and the Closing, except as provided for herein, Seller will not (i) change or alter the physical condition of the Property, except for Seller's Work, (ii) grant, create, consent to, or modify any encumbrance or leasehold benefitting or burdening the Property, (iii) unless expressly provided in this Agreement, pursue or consent to any rezoning of the Land, or (iv) market the Property for sale to any other party.

(b) Seller agrees that it shall deliver possession of the Property to Buyer on the Closing Date free and clear of all leases and other occupancy agreements, and Seller shall have caused all tenants, subtenants, and other occupants shall have fully vacated the Property.

(c) Seller agrees that, to the extent there are any maintenance or service contracts affecting the Property, all such contracts shall be terminated by Seller (at its cost) prior to Closing.

16. **Confidentiality**. Prior to Closing, no Party, or any representative of any Party, shall, without the prior, written consent of all other Parties (a) provide a copy of this Contract or any portion of this Contract to any person/entity not a party to this Contract or a representative of such party; (b) disclose to any person/entity not a party to this Contract or a representative of such party any or all parts of the terms

of this Contract; (c) disclose to any person/entity not a party to this Contract or a representative of such party any of the prospective parts of this Contract or terms of purchase that were discussed in negotiations prior to the execution of this Contract. Notwithstanding the foregoing, each Party may make the following disclosures: (i) disclosures mandated by legislative, judicial and/or administrative order, rule or regulation; (ii) disclosures to current and potential lenders, current and potential investors, tax preparers, tax advisors, independent public accountants, attorneys and insurers, past, present and prospective, provided that such lenders, investors, tax preparers, tax advisors, independent public accountants, attorneys and insurers agree to keep all such information in strict confidence except as required by this Contract, law, regulation, or the standards of the accounting or auditing profession; (iii) disclosures to any taxing authority for the purpose of submitting the respective party's tax information to that tax authority; (iv) disclosures required by governmental regulatory bodies with the legal right to review the books and records of a party; and (v) any other disclosure which is mandated by applicable law, regulation, rule or order. However, Purchaser understands, acknowledges, and agrees that City Council must approve this Agreement at a public meeting and once placed on a City Council agenda, the contents of this Agreement will be published on the City's website and shall become available to the public.

17. **Seller's Work**. Prior to Closing, Seller agrees that it shall complete the work at the Property as described on **Exhibit "B"** attached hereto (the "**Seller's Work**") at its sole cost and expense. At Closing, Seller shall provide all mechanic's lien waivers / releases, indemnities, and other documentation as may be reasonably required by the Title Company to provide a title policy without exception for any mechanic's liens arising out of Seller's Work.

18. **Repurchase Option**. In the event Buyer fails to Commence Construction (as hereinafter defined) on the Property on or within one hundred eighty days (180) from the Closing Date ("**Commencement Deadline**"), subject to extension for Force Majeure Events as defined below, then upon Buyer's failure to Commence Construction by the Commencement Deadline, Seller, at its option, may repurchase the Property from Buyer for a sum equal to the purchase price paid by Buyer for the Property ("**Repurchase Option**"). The Commencement Deadline shall be automatically extended day-for-day for any delays caused by Force Majeure Events. "Force Majeure Events" means any acts of God, war, civil unrest, terrorism, strikes, labor disputes, material or labor shortages, governmental actions or inactions, pandemics, epidemics, floods, fires, unusually severe weather conditions, or other causes beyond the reasonable control of Buyer that materially affect Buyer's ability to Commence Construction. In the event that Buyer fails to Commence Construction prior to the Commencement Deadline, Seller shall have twelve (12) months following the Commencement Deadline to exercise its Repurchase Option and require Grantee, its successors or assigns, to reconvey the property back to Seller by statutory warranty deed ("**Repurchase Option Period**") by providing written notice to Buyer ("**Repurchase Option Notice**"). In the event that Seller fails to timely exercise its Repurchase Option during the Repurchase Option Period, the Repurchase Option shall be deemed waived by Seller. In the event Seller does timely exercise the Repurchase Option, Grantee, its successors or assigns, shall be required to convey the Property back to Seller by statutory warranty deed in exchange for an amount equal to the Purchase Price paid by Buyer pursuant to this Agreement. "**Commence Construction**" shall mean all necessary permits and approvals have been obtained, foundations and footings have been poured and actual physical construction on the Property has begun. At Closing, the parties agree to execute and record a memorandum of repurchase option for purposes of documenting the Repurchase Option of record. In the event Buyer Commences Construction prior to the Commencement Deadline, the Repurchase Option shall automatically terminate; provided, however, that at the request of Buyer, Seller agrees to execute and record a document of record evidencing the expiration and/or termination of the Repurchase Option. The provision contained herein shall survive Closing and shall be contained in the Deed.

19. **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 Buyer, and/or their

respective successors and assigns.

20. **No Third Party Beneficiaries.** This Agreement is intended only for the benefit of the parties hereto, Buyer and Seller, as set forth in this Agreement, and neither this Agreement, nor any of the rights, interests, obligations, or commitments herein, are intended for the benefit of any other person, entity, or third party.

21. **Arm's Length Transaction.** Seller and Buyer 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.

22. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and there are no other agreements, representations or warranties other than as set forth herein. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the Party against whom enforcement of such change would be sought. This Agreement shall be binding upon the Parties hereto and their respective successors and assigns.

[Signatures and acknowledgements appearing on the following pages.]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement to be effective as of the Effective Date.

"SELLER":

CITY OF HUNTSVILLE,
an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

ATTESTED:

By: _____
Shaundrika Edwards, City Clerk

Date: _____

[Signatures Continue on Following Page]

"BUYER":

WMG ACQUISITIONS, LLC,
a Delaware limited liability company

By: 
Name: Craig Kopko
Title: VP of Development

Date: 11/17/2025

ACKNOWLEDGMENT BY ESCROW AGENT

Escrow Agent hereby agrees to perform its obligations under this Agreement, including but not limited to Article 10 hereof.

"ESCROW AGENT":

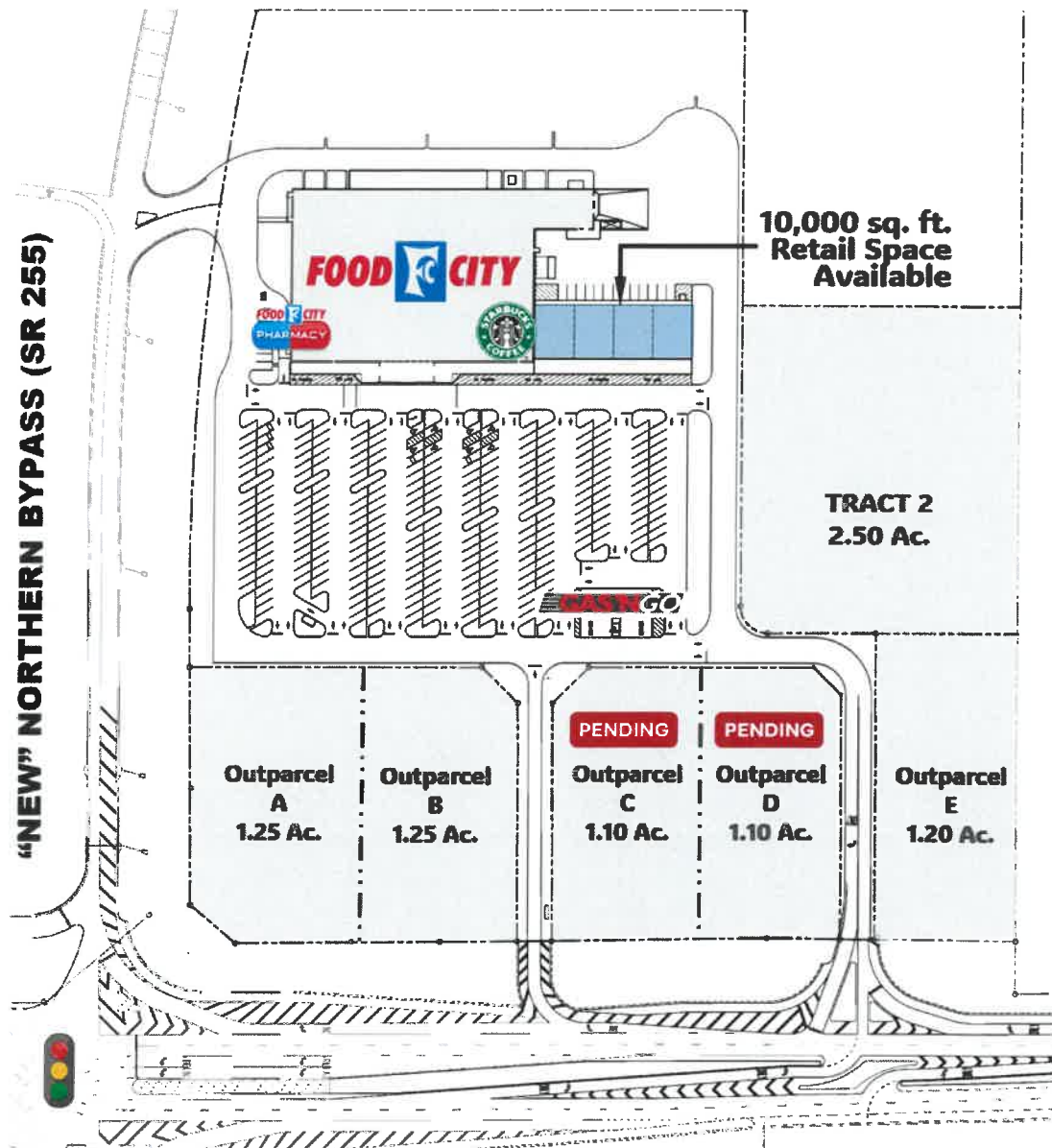
LANIER FORD SHAVER & PAYNE, P.C.

By: _____
Name: _____
Title: _____

Date: _____

EXHIBIT "A"

Description or Depiction of the Land



The Property consists of Outparcel C depicted above. Upon receipt of the updated Title Commitment for the Property, at the request of either party, the parties shall amend this Contract to insert the legal description of the Property from the Seller's vesting deed as Exhibit A.

EXHIBIT "B"

Seller's Work

Seller agrees, at its expense, to complete the following items of work (the "**Seller's Work**"):

(a) All work required to deliver the Property in "Pad Ready" condition with tress cleared and soil subgrade in accordance with all state and local requirements, including without limitation local compaction requirements, and in accordance with the geotechnical engineer's recommendation, or as otherwise agreed to by Buyer and Seller during the Due Diligence Period.

(b) Seller will install appropriate erosion control measures and fencing around the Land.

(b) Construction and installation of all utilities, to be provided to the property line by Seller or made available in the right-of-way adjacent to the Property. Utilities include electricity, water, gas, storm sewer and sanitary sewer.

EXHIBIT "C"

Site Plan

