



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/22/2023

File ID: TMP-3064

Department: Urban Development

Subject:

Type of Action: Introduction

Introduction of an Ordinance to declare certain real property consisting of 16.81 acres, more or less, along Green Cove Road, as surplus and no longer needed for a municipal purpose and authorizing its sale to Roots Multi Clean, Inc.

Ordinance No.

Finance Information:

Account Number: TBD

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: 500 Green Cove Road

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

Additional Comments:

**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 +/- 16.81 acres, more or less, as more particularly described as follows in Exhibit "A" attached hereto (the "Subject Property"); and

WHEREAS, Roots Multi Clean, Inc., a Delaware corporation, 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, the Mayor of the City of Huntsville is hereby authorized to enter into that certain Purchase and Sale Agreement between the City of Huntsville and Roots Multi Clean, Inc., attached hereto as Exhibit "B" (the "Agreement"), and pursuant to the terms and conditions therein, the Subject Property will be sold to Roots Multi Clean, Inc., in exchange for Three Hundred Seventy-Four Thousand Fifty-Five and No/100 Dollars (\$374,055.00); and

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

WHEREAS, it is necessary for the Mayor to execute a statutory warranty deed for the Subject Property to ROOTS MULTI CLEAN, INC.; and

WHEREAS, a general and permanent ordinance is necessary to effect declaration of surplus property, for the transfer or sale of said surplus property, and to authorize the Mayor to execute a deed to the purchaser of 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 Mayor of the City of Huntsville is hereby authorized and directed to execute the Agreement, to convey the Subject Property to Roots Multi Clean, Inc. in accordance with the terms of said Agreement, to execute and deliver all documents required to close said sale for and on behalf of the City, along with all other instruments, agreements, or other

document as shall be necessary or desirable in connection with the transaction contemplated thereby or in furtherance of the Agreement; and

3. 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
4. A copy of said real estate closing documents, as legally required, will be kept on file in the office of the Clerk-Treasurer of the City of Huntsville, Alabama; and
5. 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 _____, 2023.

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

APPROVED this the _____ day of _____, 2023.

Tommy Battle, Mayor

EXHIBIT "A"
(Legal Description of Subject Property)

A tract of land located in Section 20, Township 05 South, Range 01 East of the Huntsville Meridian, Madison County, Alabama; more particularly described as commencing at a point having Alabama State Plane Coordinates (East Zone) N: 1490601.9590 E: 440437.7230; said Point of Commencement is further described as being located Due West a distance of 77.59 feet and Due South a distance of 51.16 feet from the Center of the North Boundary of said Section 20; thence from the Point of Commencement, North 87 Degrees, 32 Minutes, 14 Seconds West a distance of 1,739.96 feet to a point; said point is further described as being the Point of Beginning; thence from the Point of Beginning, South 00 Degrees, 40 Minutes, 58 Seconds West a distance of 378.04 feet; thence South 00 Degrees, 40 Minutes, 58 Seconds West a distance of 963.51 feet; thence North 88 Degrees, 39 Minutes, 30 Seconds West a distance of 876.33 feet; thence North 01 Degree, 19 Minutes, 13 Seconds East a distance of 276.19 feet; thence North 01 Degree, 19 Minutes, 13 Seconds East a distance of 388.40 feet; thence South 87 Degrees, 45 Minutes, 01 Second East a distance of 5.47 feet; thence North 02 Degrees, 15 Minutes, 02 Seconds East a distance of 97.61 feet; thence South 87 Degrees, 16 Minutes, 00 Seconds East a distance of 203.00 feet; thence South 87 Degrees, 15 Minutes, 59 Seconds East a distance of 210.06 feet; thence South 87 Degrees, 15 Minutes, 59 Seconds East a distance of 226.12 feet; thence North 01 Degree, 19 Minutes, 12 Seconds East a distance of 218.85 feet; thence South 88 Degrees, 13 Minutes, 02 Seconds East a distance of 144.57 feet; thence North 00 Degrees, 41 Minutes, 00 Seconds East a distance of 378.21 feet; thence South 87 Degrees, 52 Minutes, 01 Second East a distance of 75.00 feet back to the Point of Beginning and containing 16.81 Acres, more or less.

EXHIBIT "B"
(Purchase and Sale Agreement)

*[Attach copy of Purchase and Sale Agreement between the City of Huntsville and Roots Multi
Clean, Inc.]*

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into by and between **CITY OF HUNTSVILLE**, an Alabama municipal corporation ("City" or "Seller"), and **ROOTS MULTI CLEAN, INC.**, a Delaware corporation, qualified to conduct business in Alabama, or its permitted assigns ("ROOTS" or "Purchaser") effective as of this _____ day of _____, 2023 (the "Effective Date").

WHEREAS, Seller is the owner of certain real property lying in Huntsville, Madison County, Alabama, located in south Huntsville, east of Memorial Parkway, located at 500 Green Cove Road, consisting of approximately 33.00 acres, more or less, being further identified by Madison County Tax Assessor Records as PPIN 121551, currently being utilized by Seller as vacant property ("Seller's Property").

WHEREAS, Purchaser desires to purchase from Seller and Seller desires to sell to Purchaser a portion of Seller's Property, consisting of approximately +/- 16.81 acres, more or less, and as more particularly shown in Exhibit "A" attached hereto (the "Property").

WHEREAS, Purchaser is currently pursuing an opportunity to invest in a project for the construction and establishment of a new headquarters for ROOTS MULTI CLEAN, Inc. and its Victory Sweepers Division, currently located at 631 Fields Road; Lacey's Spring, AL 35754 and the consolidation of the ROOTS US Auto Parts Business in a state of the art manufacturing facility hosting an array of advanced production machines, with expected expenditures of approximately \$4,000,000 in capital improvements and equipment on the Property, and expected employment of at least ninety-five (95) full time employees in a period of five (5) years at an average annual compensation of not less than \$45,000 (exclusive of fringe benefits) (the "Development").

WHEREAS, Purchaser desires to purchase from Seller and Seller desires to sell to Purchaser the Property for the construction, establishment, and operation of the Development.

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

1. Sale and Purchase. Subject to and in accordance with the terms of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Property, consisting of approximately +/- 16.81, as depicted in Exhibit "A" attached hereto and as more particularly described in Exhibit "B" attached hereto, together with the improvements thereon and all rights, easements, interests, privileges, tenements and hereditaments appurtenant thereto (the "Property").

2. Purchase Price. The purchase price for the Property shall be Three Hundred and Seventy-Four Thousand Fifty-Five and No/100 (\$374,055.00), or Twenty Two Thousand and Two Hundred Twenty Five and 52/100 (\$22,225.52) per acre, excluding any portion of the

Property lying within rights-of-way for railroads or public roads, public streets or public alleys. The exact acreage of the Property shall be determined by the Plat referenced in Section 11 below ("Property Acreage"). The Total Purchase Price shall be paid to Seller in cash or immediately available funds at the closing and consummation of the transaction contemplated by this Agreement ("Closing").

3. Title Commitment and Survey. Purchaser shall obtain a title commitment to issue an owner's policy of title insurance to be issued in accordance with commercially reasonable standards and insuring Purchaser with good and marketable and insurable fee simple title to the Property, free and clear of all liens, encumbrances, tenancies, covenants, conditions, restrictions, easements and other matters of record affecting title except for the Permitted Exceptions. "Permitted Exceptions" shall mean: (i) current city, state and county ad valorem taxes not yet due and payable; (ii) easements for the installation or maintenance of public utilities servicing the Property; (iii) easements, restrictions, and setback lines of record; (iv) rights of way for public roads; (v) subdivision regulations and zoning ordinances of applicable governmental entities; and (vi) such other matters, if any, as may be acceptable to Purchaser. Seller shall remove all monetary liens, if any, prior to Closing. Purchaser may obtain a boundary survey of the Property to be prepared by a public land surveyor licensed by the State of Alabama containing a metes and bounds legal description of the Property ("Survey"). The Survey will be used to determine the exact square footage of the Property. Seller will provide Purchaser with copies of any recent survey(s) of the Property currently in its possession.

4. Preliminary Title Commitment. Purchaser, at its expense, may obtain (i) a commitment to issue an ALTA owner's policy of title insurance ("Title Commitment") from Wilmer & Lee, P.A. ("Closing Agent") covering the Property showing any existing encumbrances affecting the Property and in whom fee simple title is currently vested.

5. Inspection Period. Commencing on the Effective Date and ending sixty (60) days thereafter (the "Inspection Period"), Purchaser, its agents, designees, and contractors shall have the right to enter the Property for the sole purpose of conducting Purchaser's due diligence investigations of the Property, including without limitation surveys, geological studies, soil borings, environmental assessments, and such other investigations, studies or tests as Purchaser may deem necessary or desirable in order to determine whether or not to proceed with the Development. Seller will have a Phase I Environmental Assessment performed within the Inspection Period and shall provide Purchaser with a copy of the Phase I report. Prior to the expiration of the Inspection Period, Purchaser shall provide written notice to the City, to be given in accordance with Section 20 below, of its desire to proceed with the Development. In the event such written notice is not provided prior to the end of the Inspection Period, then this Agreement shall automatically terminate and shall be null and void.

6. Closing Conditions. Seller's obligation to convey the Property to Purchaser is contingent upon the following conditions being satisfied before Closing can occur (the "Closing Conditions"):

(a) Approval by City Council. Declaration of the Property as "Surplus" by the Huntsville City Council and approval of this Agreement by the Huntsville City Council.

(b) Development Financing. This Agreement is contingent upon Purchaser obtaining adequate financing necessary for the purchase of the Property and for the construction, and completion of the Development. Once financing is obtained, Purchaser shall provide Seller with the name and contract information of Purchaser's development and/or construction lender.

7. Closing. Closing shall occur on or within one-hundred twenty (120) days following the satisfaction of the Closing Conditions, at a date and time mutually agreeable to the parties, but no later than **October 31, 2023** (the "Closing Date"). The Closing shall occur at the offices of Closing Agent. The parties may deliver any documents or closing funds as required herein on or prior to the Closing Date, such that neither party will be required to be physically present at Closing.

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

(i) A statutory warranty deed conveying a good and marketable fee simple title to the Property to Purchaser subject only to the Permitted Exceptions and the Option to Repurchase contained in Section 13 below (the "Deed").

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

(iii) An owner's affidavit and any other documents, certificates and agreements that the title company may reasonably require to issue an updated Title Commitment or owner's title policy.

(iv) All other documents reasonably requested by the title company to carry out the transaction contemplated by this Agreement, including, but not limited to, (A) an IRS §1445 Certificate, (B) a settlement statement, and (C) formation documents, certifications, resolutions, brokers affidavits and other reasonable and customary documents establishing that Seller is duly authorized and empowered to enter into this Agreement and perform its obligations hereunder.

8. Property Taxes. All ad valorem or property taxes on the Property shall be prorated as of the Closing Date such that Seller will be responsible for all levied and pending ad valorem taxes prior to and through the Closing Date and Purchaser will be responsible for all levied and pending ad valorem taxes after the Closing Date.

9. Closing Costs. All closing costs, including any title examination fee, title insurance premium, all deed, transfer, and mortgage taxes, and any and all recording costs shall be paid by Purchaser ("Closing Costs"). Provided, Closing Costs shall not include the cost of deed preparation, which shall be paid by Seller. In addition, each party shall pay for its own attorney's fees incurred in connection with the transaction contemplated by this Agreement.

10. Permitting and Approvals. Purchaser, its agents, employees and contractors, will use commercially reasonable efforts to obtain all necessary licenses, permits, and certificates that are required to construct, own, operate, and maintain the Development on the Property. Accordingly, Seller shall work in good faith to assist Purchaser in Purchaser's application for

and obtaining of all applicable permits, licenses, certificates, or approvals required in connection with the Development. However, Purchaser acknowledges and agrees that Seller is in no way waiving or disclaiming, nor should this provision be construed as a waiver of, any applicable City licensing, permitting, zoning, design guidelines, or building code requirements.

11. Final Subdivision Plat. The parties shall work in good faith with one another to have the Property subdivided and platted in accordance with the City's subdivision regulations (the "Plat"). The Plat shall be recorded on or before Closing in the Office of the Judge of Probate of Madison County, Alabama. Accordingly, once finalized, the legal description of the Property shall be deemed to be the Property as described in, and with reference to the recorded Plat.

12. Post-Closing Requirements. Purchaser agrees and covenants to Seller that Purchaser will, within one-hundred-eighty (180) days after closing, complete the following requirements and deliver such documentation to Seller:

(a) Design Charrette Process. Purchaser and Seller shall work in good faith in the design charrette process and will participate, coordinate, and cooperate with one another to create and develop mutually agreeable plans and specifications for the design and construction of the Development. The Development design plans shall be subject to approval by the City Planning Department, which approval shall not be unreasonably withheld.

(b) Design Plans, Construction Schedule, and Other Documents. Purchaser shall have submitted all design plans, a detailed construction schedule, and any other documents required for the approval and issuance of a building permit (notwithstanding the fact that the Purchaser is not the owner of the Property at the time of its submittal). The City will use commercially reasonable efforts to assist Purchaser in securing the necessary building permits, as may be required.

(c) General Contractor. Purchaser shall have hired a general contractor, licensed by the State of Alabama, for the construction of the Development, and shall have provided Seller with a copy of the fully executed construction contract between Purchaser and its general contractor.

13. Option to Repurchase.

(a) If Purchaser fails to Commence Construction of the Development on the Property by (i) July 3, 2024, or (ii) if Purchaser has not submitted to the City a fully-executed binding contract between Purchaser and a contractor licensed by the State of Alabama to construct the Development, by May 1, 2024, as each such date may be extended by a Force Majeure Event (the "Commencement of Construction Deadline"), Seller may, at its option, within two (2) years of Purchaser's failure to timely Commence Construction by the Commencement of Construction Deadline, elect to repurchase the Property for a sum equal to the Total Purchase Price; provided, Purchaser shall be given a period of six (6) months from the date of the said notice from the Seller to Commence Construction of the Development, and if Purchaser shall Commence Construction of the Development within said six (6) month period the Seller shall have no right under this Section 13(a) to repurchase the Property.

(b) If Purchaser fails to Complete Construction of the Development on the Property by July 3, 2026, as such deadline may be extended by a Force Majeure Event (the "Development Completion Deadline"), Seller may, at its option, within two (2) years of the expiration of the Development Completion Deadline, repurchase the Property for a sum equal to the total Purchase Price paid by the Purchaser. Provided, Purchaser shall be given a period of six (6) months from the date of the said notice from the Seller to Complete Construction of the Development, and if Purchaser shall Complete Construction of the Development within said six (6) month period the Seller shall have no right under this Section 13(b) to repurchase the Property.

(c) If due to the occurrence of a Force Majeure Event the Purchaser is unable to have (i) Commenced Construction of the Development by the Commencement of Construction Deadline, or (ii) Completed Construction of the Development by the Development Completion Deadline, then for each day of the Force Majeure Event, each said deadline shall be extended by one day to address such condition before the Purchaser shall be considered to have failed to timely satisfy such deadline; provided, at the time of the occurrence of Force Majeure Event the Purchaser is claiming or anticipating the Purchaser shall have first provided written notice to the Seller providing: (i) a description of the Force Majeure Event, (ii) an explanation of how the Purchaser anticipates such event will affect the Purchaser's performance under this Section 13, (iii) the actions the Purchaser plans to undertake in order to address the conditions caused by the Force Majeure Event, and (iv) an estimate of how long the Purchaser anticipates the Force Majeure Event will delay the deadlines provided in this Section 13; and, provided further, in no event shall any deadline be extended by more than 365 days.

(d) The provisions of this Section 13 shall be contained in the Deed delivered by Seller to the Purchaser and shall survive Closing.

(e) As used in this Agreement, (i) "Commence Construction" or "Commenced Construction" means, with respect to the Development, that the Purchaser has caused to be poured and completed the foundation and all footings for the Development; (ii) "Complete Construction" or "Completed Construction" shall mean, with respect to the Development, that the Purchaser has obtained a certificate of occupancy for the Development, has installed within the facility for the Development the equipment to be used in the operations therein to be conducted, and has commenced its business operations (as described in the second recital hereof) within the Development; and (iii) "Force Majeure Event" shall mean and include a material matter beyond the reasonable control of the Purchaser (excluding unfavorable economic conditions), including acts of God, including without limitation earthquakes, fire, floods, tornadoes, hurricanes, and extreme weather conditions (but not including normal seasonal inclement weather); acts of terrorism, epidemics, quarantine restrictions, freight embargos, and national financial crises that limit normal extensions of credit to the Purchaser for the Development.

14. Disclaimer; Property Condition. As a material part of the consideration for the Agreement and the purchase of the Property, Purchaser agrees to accept the Property on the Closing Date in its "AS IS", "WHERE IS" CONDITION AND WITH ALL FAULTS AND DEFECTS, AND WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW. Purchaser acknowledges

and agrees that at Closing, Seller shall sell and convey to Purchaser and Purchaser shall accept the Property "AS IS, WHERE IS, WITH ALL FAULTS," except to the extent expressly provided otherwise in this Agreement. Purchaser has not relied and will not rely on, and Seller has not made and is not liable for or bound by, any express or implied warranties, guarantees, statements, representations or information pertaining to the Property or relating thereto made or furnished by Seller, or third party representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing except as otherwise set forth in this Agreement. Purchaser represents that it is a knowledgeable, experienced, and sophisticated purchaser of real estate and that, except as expressly set forth in this Agreement, it is relying solely on its own expertise and that of Purchaser's consultants, agents, or representatives in purchasing the Property and shall make an independent verification of the accuracy of any documents and information provided by Seller. Purchaser will conduct such inspections and investigations of the Property as Purchaser deems necessary, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same. By failing to terminate this Agreement prior to the expiration of the Inspection Period, Purchaser acknowledges that Seller has afforded Purchaser a full opportunity to conduct such investigations of the Property as Purchaser deemed necessary to satisfy itself as to the condition of the Property and the existence or non-existence or curative action to be taken with respect to any hazardous materials on or discharged from the Property, or any environmental condition existing in or on the Property, and will rely solely upon same and not upon any information provided by or on behalf of Seller or its agents or employees with respect thereto, other than such representations, warranties and covenants of Seller as are expressly set forth in this Agreement. Upon Closing, Purchaser shall assume the risk that adverse matters, including, but not limited to, adverse physical or construction defects or adverse environmental, health or safety conditions, may not have been revealed by Purchaser's inspections and investigations.

15. Authority; Possession. Seller represents and warrants, to and for the benefit of Purchaser, that Seller has the authority and power to convey the Property in accordance with the terms of this Agreement and the individuals signing this Agreement and all documents executed or to be executed by Seller are and shall be duly authorized to sign the same on Seller's behalf and bind Seller thereto. During the term of this Agreement, Seller shall not sell, lease, transfer or encumber in any manner any portion of the Property. Seller shall deliver possession of the Property to Purchaser at Closing, free and clear of the rights and claims of any third parties other than pursuant to the Permitted Exceptions.

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

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

18. Time is of the Essence. Time is of the essence of this Agreement and of the performance of, each and every covenant, contained herein.

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

20. Notice. All notices shall be in writing and may be delivered by any of the following methods: hand delivery, Certified United States Mail, nationally recognized courier or delivery service, or electronic mail (e-mail) or pdf 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: The City of Huntsville
Attn: Shane Davis, Director of Urban Development
320 Fountain Circle
Huntsville, AL 35801
Ph: (256) 427-5300
Email: Shane.Davis@huntsvilleal.gov

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

If to ROOTS: ROOTS MULTI CLEAN, INC.
Attn: Soundar Cho, President/Director
2905 West Corp Blvd, Suite No. 112
Huntsville, AL 35805
Ph: (256) 724-6500
Ph: (256) 520-2335
Email: soundar@rootsemail.com

With a copy to: ROOTS MULTI CLEAN, INC.
Attn: Varun Karthikeyan, Director
2905 West Corp Blvd, Suite No. 112
Huntsville, AL 35805
Ph: 256-724-6500
Ph: +91 98942 45450
Email: rv@rootsemail.com

21. Survival. Any terms and covenants contained in this Agreement which require the performance of any party after the Closing shall survive the closing and delivery of the deed.

22. Amendment; Assignment. This Agreement may only be amended by a written instrument executed by both parties. Purchaser may assign its rights and obligations hereunder to any entity controlled by and/or sharing common ownership with Purchaser (an "Affiliate Entity") or otherwise made as a result of any restructure, consolidation, merger, or reorganization of Purchaser in which Purchaser or an Affiliate Entity is the surviving entity. In the event of an assignment, Purchaser shall provide Closing Agent with notice of the assignment, including the name, form of entity, and contact information of its assignee. On or before Closing, Closing Agent may require Purchaser and Affiliate Entity/assignee to execute and acknowledge a formal assignment of the Agreement in a form reasonable acceptable to Closing Agent.

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

24. 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 and in accordance with the terms of the Development Agreement.

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute one agreement between the parties. Documents executed, scanned and transmitted electronically, and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. Notwithstanding the preceding sentence, the parties agree that they will transmit their original signature pages to the Closing Agent promptly after execution.

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

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

28. 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 Agreement or to correct any scrivener's error or omissions contained in this Agreement or any document executed pursuant hereto or in connection with the transaction contemplated herein.

29. 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 Agreement on behalf of and in the course of their representation of

Seller and, for purposes of this transaction, Counsel represents Seller's interest and no other. All conflicts of interest in connection with Counsel's representation of Seller, if any, are hereby waived.

30. No Partnership; No Third-Party Beneficiaries. The parties specifically acknowledge that neither party is acting as the agent of the other party in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. None of the terms or provisions herein shall be deemed to create a partnership or joint venture between or among the parties, or cause them to be considered partners, joint venturers or members of any joint enterprise. This Agreement is not intended and shall not be construed to create any third party beneficiary rights in any person or entity who is not a party or permitted transferee or assigns pursuant to this Agreement; and nothing in this Agreement shall limit or waive any rights any one or more parties may have or acquire against any third person with respect to the terms, covenants or conditions of this Agreement. This Agreement is intended only for the benefit of the parties signing hereto, and neither this Agreement, nor any of the rights, interests, or obligations hereunder, is intended for the benefit of any other person or third-party.

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

[Signatures appear on Following Pages.]

[Seller Signature Page to Purchase and Sale Agreement.]

SELLER:

CITY OF HUNTSVILLE, an Alabama municipal
corporation

By: _____
Tommy Battle, Mayor

Attested to:

By: _____
Shaundrika Edwards, City Clerk

Date: _____

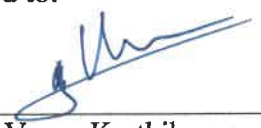
[Purchaser Signature Page to Purchase and Sale Agreement.]

PURCHASER:

ROOTS MULTI CLEAN, INC., a Delaware corporation

By: 
Name: Krishnaswamy Gounder Ramasamy
Its: Director / Chairman Roots Group

Attested to:

By: 
Name: Varun Karthikeyan

Date: 6.12.23

Attested to:

By: 
Name: Soundar Cho

Date: 06/12/2023

Exhibit "A"
(Depiction of Property)



Exhibit "B"
(Legal Description of the Property)

A tract of land located in Section 20, Township 05 South, Range 01 East of the Huntsville Meridian, Madison County, Alabama; more particularly described as commencing at a point having Alabama State Plane Coordinates (East Zone) N: 1490601.9590 E: 440437.7230; said Point of Commencement is further described as being located Due West a distance of 77.59 feet and Due South a distance of 51.16 feet from the Center of the North Boundary of said Section 20; thence from the Point of Commencement, North 87 Degrees, 32 Minutes, 14 Seconds West a distance of 1,739.96 feet to a point; said point is further described as being the Point of Beginning; thence from the Point of Beginning, South 00 Degrees, 40 Minutes, 58 Seconds West a distance of 378.04 feet; thence South 00 Degrees, 40 Minutes, 58 Seconds West a distance of 963.51 feet; thence North 88 Degrees, 39 Minutes, 30 Seconds West a distance of 876.33 feet; thence North 01 Degree, 19 Minutes, 13 Seconds East a distance of 276.19 feet; thence North 01 Degree, 19 Minutes, 13 Seconds East a distance of 388.40 feet; thence South 87 Degrees, 45 Minutes, 01 Second East a distance of 5.47 feet; thence North 02 Degrees, 15 Minutes, 02 Seconds East a distance of 97.61 feet; thence South 87 Degrees, 16 Minutes, 00 Seconds East a distance of 203.00 feet; thence South 87 Degrees, 15 Minutes, 59 Seconds East a distance of 210.06 feet; thence South 87 Degrees, 15 Minutes, 59 Seconds East a distance of 226.12 feet; thence North 01 Degree, 19 Minutes, 12 Seconds East a distance of 218.85 feet; thence South 88 Degrees, 13 Minutes, 02 Seconds East a distance of 144.57 feet; thence North 00 Degrees, 41 Minutes, 00 Seconds East a distance of 378.21 feet; thence South 87 Degrees, 52 Minutes, 01 Second East a distance of 75.00 feet back to the Point of Beginning and containing 16.81 Acres, more or less.