

**SALES CONTRACT**

\_\_\_\_\_, 2024  
(Effective Date)

The **Park and Recreation Board of Jefferson County**. (SELLER) hereby agrees to sell and the **City of Alabaster** (PURCHASER) hereby agrees to purchase the following described real estate, together with the improvements thereon and attached appurtenances (Real Estate) situated in **Alabaster, Shelby County**, Alabama, on the terms stated below:

- .733 acres – As Shown on Exhibit A hereto
- Together with a temporary construction easement as shown on Exhibit B.

1. The **PURCHASE PRICE** shall be Forty One thousand Dollars (\$41,000.00), payable as follows:

**EARNEST MONEY**, receipt of which is hereby acknowledged **\$1,000.00**

**CASH** on closing this sale **\$40,000.00**

2. **AGENCY DISCLOSURE:**

The Listing Company (Seller) is NONE.

The Purchaser Company is No Agent.

\_\_\_\_\_ Seller's Initials                  \_\_\_\_\_ Purchaser's Initials

3. **CONDITION OF PROPERTY:** Neither Seller nor any Agent makes any representations or warranties regarding the condition of the Property except to the extent expressly and specifically set forth herein. Purchaser has the obligation to determine, either personally or through or with a representative of Purchaser's choosing, any and all conditions of the Property material to Purchaser's decision to buy the Property, including and without limitation, the condition of the heating, cooling, plumbing, and electrical systems, and the roof and the basement, including floors; structural condition; subsurface condition; and utility and sewer or septic tank availability and condition.

Purchaser shall have a period of thirty (30) days from the Effective Date of this Agreement during which period Purchaser may, at his expense, enter and inspect the Property, undertake a title search (including any outstanding leases of the Property), soil testing, engineering and site planning, feasibility and financing studies, zoning and utility verification, and undertake such other matters as Purchaser deems necessary. During the Inspection Period, if Purchaser, for any reason, determines the Property is not satisfactory for its intended use, Purchaser shall have the right to cancel this Agreement by written notice to Seller. Such cancellation shall entitle Purchaser to the immediate and unconditional return of any Earnest Money deposit previously submitted, whereupon such refund Purchaser and Seller shall have no further obligation to one another under this Agreement. If Purchaser does not notify Seller prior to the expiration of the Inspection Period, of its desire to cancel this Agreement, the Earnest Money deposit shall become the sole property of Seller (but to be credited to Purchaser upon the closing of the Property). Purchaser shall be liable for any and all actions of Purchaser, his agents, employees or independent contractors while on the Property and agrees to indemnify and hold Seller harmless for any damages resulting from such activities on subject Property.

4. **EARNEST MONEY AND DEFAULT:** Seller hereby authorizes Specification Rubber Products to hold the Earnest Money in trust. In the event Purchaser fails to carry out and perform the terms of this Contract, beyond the expiration of the Inspection Period herein, Seller shall have the right to pursue any remedy available at law or in equity as a result of such breach, including specifically, without limitation, the right to (i) retain the Earnest Money as Seller's sole liquidated damages, (ii) enforce Specific Performance of this Agreement and / or (iii) terminate this Agreement and therefore recover

damages against Purchaser for breach by Purchaser thereof. In the event Seller fails to consummate this Agreement, Purchaser shall have the right to pursue any remedy available at law or in equity as a result of such breach, including specifically, without limitation, the right to (i) receive the return of the Earnest Money as Purchaser's sole liquidated damages, (ii) enforce Specific Performance of the obligation of Seller to execute the documents required to convey the real property to the Purchaser and / or (iii) terminate this Agreement and therefore recover damages against the Seller for breach by Seller thereof. In the event both Purchaser and Seller claim the Earnest Money, the firm holding the Earnest Money may interplead the disputed portion of the Earnest Money into court.

5. **CONVEYANCE:** Seller agrees to convey the Property to Purchaser by a general warranty deed. The form of which is attached as Exhibit C, free of all encumbrances except as herein set forth, and Seller agrees that any encumbrances not herein excepted or assumed will be cleared at the time of closing. The Property is sold and is to be conveyed subject to: (i) mineral and mining rights not owned by Seller; (ii) existing leases and tenant escrow deposits, that are to be transferred to Purchaser, subject to any present management and/or rental commission agreements thereon; (iii) present zoning classification of \_\_\_\_; (iv) *is not* located in a flood plain; and (v) unless otherwise agreed herein, subject to utility easements serving the Property, subdivision covenants and restrictions, and building lines of record, provided that none of the foregoing materially impair use of the Property for its intended purposes. Seller is selling "As Is" where is and with all faults. Seller makes no warranty except as to Title and the warranty provided in Section 11.
6. **TITLE INSURANCE:** Purchaser agrees to furnish a standard form title insurance policy issued by a company qualified to insure titles in Alabama in the amount of the Purchase Price, insuring Purchaser against loss on account of any defect or encumbrance in the title unless herein excepted. If a mortgagee's title insurance policy is obtained by Purchaser at the time of closing, the total expense of the Owner's and Mortgagee's policies will be paid Purchaser.
7. **SELLER'S & LENDERS' LEGAL FEES.** In consideration of the sale of the Property, Purchaser agrees to be responsible for all reasonable legal fees and costs incurred by Seller and Seller's lender(s) related to the review, approval, and preparation of any documentation necessary for the partial release of any liens or encumbrances on the Property. This obligation includes, but is not limited to, the Seller's and Seller's lender(s)' legal counsel fees for reviewing the terms of this Contract and any related loan documents, as well as the drafting and recording of any necessary partial releases. Purchaser acknowledges that this payment obligation is independent of the closing of the transaction and shall be due whether or not the transaction is completed, except in cases where the failure to close is solely attributable to Seller or Seller's lender(s).
8. **CLOSING AND POSSESSION DATES:** The sale shall be closed and the deed delivered on or before fifteen (15) days from the expiration of the Inspection Period, except Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the Property. Possession is to be given on delivery of the deed at Closing.
9. **COMMISSIONS:** Seller and Buyer warrant and represent to each other that they have not employed or dealt with any other real estate agent or broker relative to the sale and purchase of the Property, other than EGS Commercial Real Estate, whose commission shall be paid by Seller at Closing. Each party hereby agrees to indemnify and hold harmless the other from and against any liability (including costs and reasonable attorneys' fees) incurred in the defense thereof to any other agents or brokers with whom such party may have dealt.
10. **SELLER WARRANTIES:** Unless excepted herein, Seller has not received notice from any lawful authority regarding any assessments, pending public improvements, repairs, replacement or alterations to the Property that have not been satisfactorily made. THESE WARRANTIES SHALL SURVIVE THE DELIVERY OF THE DEED.

**11. RISK OF LOSS:** Seller agrees to keep in force sufficient hazard insurance on the Property to protect all interests until this sale is closed and the deed is delivered. If the Property is destroyed or materially damaged between the date hereof and the closing, and Seller is unable or unwilling to restore it to its previous condition prior to closing, Purchaser shall have the option of canceling this Contract and receiving the Earnest Money back or accepting the Property in its then condition. If Purchaser elects to accept the Property in its damaged condition, the sum of (i) any insurance proceeds otherwise payable to Seller by reason of such damage, and (ii) the deductible amount of the loss as determined by the insurance company when computing the insurance proceeds payable to Seller, for which the Seller would not receive reimbursement from the insurance company, shall be applied against the balance of the Purchase Price or otherwise be payable to Purchaser, in no event shall the balance of the Purchase Price be less than \$550,000.00.

**12. HAZARDOUS SUBSTANCES:** Seller and Purchaser expressly acknowledge that the Agent(s) have not made an independent investigation or determination with respect to the existence or non-existence of asbestos, PCB transformers or other toxic, hazardous or contaminated substances or gases in, on or about the Property, or for the presence of underground storage tanks. Any such investigation or determination shall be the sole responsibility of the Purchaser and neither the Seller nor Agent(s) shall not be held responsible therefor.

**13. ADDITIONAL PROVISIONS:** Any additional provisions set forth on the attached exhibits, and initialed by all parties, are hereby made a part of this Contract.

**14. ENTIRE AGREEMENT:** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN PURCHASER AND SELLER REGARDING THE PROPERTY, AND SUPERSEDES ALL PRIOR DISCUSSIONS, NEGOTIATIONS, AND AGREEMENTS BETWEEN PURCHASER AND SELLER, WHETHER ORAL OR WRITTEN. NEITHER PURCHASER, SELLER, NOR AGENT, NOR ANY SALES AGENT SHALL BE BOUND BY ANY UNDERSTANDING, AGREEMENT, PROMISE OR REPRESENTATION CONCERNING THE PROPERTY, EXPRESSED OR IMPLIED, NOT SPECIFIED HEREIN.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

Each of the parties acknowledges that he/she has a right to be represented at all times in connection with the Contract and the closing by an attorney of his own choosing, at his own expense.

**County** **The Park and Recreation Board of Jefferson**

\_\_\_\_\_ BY: \_\_\_\_\_

Witness to Seller's Signature ITS: \_\_\_\_\_

**City of Alabaster, Alabama**

\_\_\_\_\_ BY: \_\_\_\_\_

Witness to Purchaser's Signature ITS: \_\_\_\_\_

**EARNEST MONEY:** Receipt is hereby acknowledged of the Earnest Money as hereinafter set forth

\_\_\_\_\_ Cash      \_\_\_\_\_ Check

FIRM: The Park and Recreation Board of Jefferson County

BY: \_\_\_\_\_

## EXHIBIT A

As a part of the SW ¼ OF SW ¼, Section 11, Township 21-S, Range 3-W, in Shelby County, Alabama, Commencing at a POINT located on the NW side of the YMCA parking lot, Northing 1171521.335, Easting 2173936.524, also known as the beginning of the proposed trail centerline,

Thence N01°42'27.9"E a distance of 9.000' to a point 9.000' right of centerline of Buck Creek Trail at STA 8+38.11, which is the POINT OF BEGINNING,

Thence S88°13'24.5"E a distance of 6.822' along the acquired right-of-way line to a point 9.000' right of centerline of Buck Creek Trail at STA 8+44.92,

Thence following the curvature there of an arc distance of 44.169' along the acquired right-of-way line (said arc having a chord bearing of N74°22'57.1"W, clockwise direction, a chord distance of 43.737' and a radius of 91.000') to a point 9.000' right of centerline of Buck Creek Trail at STA 8+93.46,

Thence S60°28'57.2"E a distance of 64.832' along the acquired right-of-way line to a point 9.000' right of centerline of Buck Creek Trail at STA 9+58.29,

Thence following the curvature there of an arc distance of 41.167' along the acquired right-of-way line (said arc having a chord bearing of N84°41'09.8"W, counterclockwise direction, a chord distance of 40.144' and a radius of 53.130') to a point 9.000' right of centerline of Buck Creek Trail at STA 9+92.39,

Thence following the curvature there of an arc distance of 20.404' along the acquired right-of-way line (said arc having a chord bearing of S88°55'30.9"W, clockwise direction, a chord distance of 20.121' and a radius of 35.318') to a point 9.000' right of centerline of Buck Creek Trail at STA 10+18.30,

Thence S72°12'32.8"E a distance of 15.090' to a point 9.000' right of centerline of Buck Creek Trail at STA 10+33.39,

Thence following the curvature there of an arc distance of 132.017' along the acquired right-of-way line (said arc having a chord bearing of N30°38'38.3"W, clockwise direction, a chord distance of 120.705' and a radius of 91.004') to a point 9.000' right of centerline of Buck Creek Trail at STA 11+78.47,

Thence  $S10^{\circ}54'47.5''W$  a distance of 272.461' along the acquired right-of-way line to a point 9.000' right of centerline of Buck Creek Trail at STA 14+50.93,

Thence following the curvature there of an arc distance of 19.030' along the acquired right-of-way line (said arc having a chord bearing of  $N44^{\circ}59'13.4''E$ , clockwise direction, a chord distance of 17.928' and a radius of 16.000') to a point 9.000' right of centerline of Buck Creek Trail at STA 14+80.66,

Thence  $S79^{\circ}03'39.3''W$  a distance of 67.978' along the acquired right-of-way line to a point 9.000' right of centerline of Buck Creek Trail at STA 15+48.64,

Thence following the curvature there of an arc distance of 33.881' along the acquired right-of-way line (said arc having a chord bearing of  $N38^{\circ}37'16.7''E$ , counterclockwise direction, a chord distance of 31.135' and a radius of 24.000') to a point 9.000' right of centerline of Buck Creek Trail at STA 14+69.82,

Thence  $N01^{\circ}49'27.9''W$  a distance of 68.029' along the acquired right-of-way line to a point 9.000' right of centerline of Buck Creek Trail at STA 16+37.85,

Thence following the curvature there of an arc distance of 77.906' along the acquired right-of-way line (said arc having a chord bearing of  $N43^{\circ}09'17.4''W$ , counterclockwise direction, a chord distance of 71.323' and a radius of 54.000') to a point 9.000' right of centerline of Buck Creek Trail at STA 17+02.73,

Thence  $N84^{\circ}26'24.2''W$  a distance of 63.818' along the acquired right-of-way line to a point 9.000' right of centerline of Buck Creek Trail at STA 17+66.55,

Thence following the curvature there of an arc distance of 67.917' along the acquired right-of-way line (said arc having a chord bearing of  $N58^{\circ}50'20.4''W$ , clockwise direction, a chord distance of 65.680' and a radius of 76.000') to a point 9.000' right of centerline of Buck Creek Trail at STA 18+42.51,

Thence  $N33^{\circ}14'26.7''W$  a distance of 50.145' along the acquired right-of-way line to a point 9.000' right of centerline of Buck Creek Trail at STA 18+92.65,

Thence following the curvature there of an arc distance of 19.070' along the acquired right-of-way line (said arc having a chord bearing of  $N42^{\circ}29'02.5''W$ , counterclockwise direction, a chord distance of 18.985' and a radius of 58.868') to a point 9.000' right of centerline of Buck Creek Trail at STA 19+08.80,

Thence  $N51^{\circ}44'59.6''W$  a distance of 46.301' along the acquired right-of-way line to a point 9.000' right of centerline of Buck Creek Trail at STA 19+55.11,

Thence following the curvature there of an arc distance of 17.152' along the acquired right-of-way line (said arc having a chord bearing of  $N46^{\circ}20'59.1''W$ , clockwise direction, a chord distance of 17.127' and a radius of 90.924') to a point 9.000' right of centerline of Buck Creek Trail at STA 19+73.96,

Thence  $N40^{\circ}57'08.8''W$  a distance of 112.590' along the acquired right-of-way line to a point 9.000' right of centerline of Buck Creek Trail at STA 20+85.89,

Thence following the curvature there of an arc distance of 90.210' along the acquired right-of-way line (said arc having a chord bearing of N27°25'10.4"W, clockwise direction, a chord distance of 89.374' and a radius of 191.000') to a point 9.000' right of centerline of Buck Creek Trail at STA 21+80.35,

Thence N13°53'20.8"W a distance of 112.590' along the acquired right-of-way line to a point 9.000' right of centerline of Buck Creek Trail at STA 22+55.98,

Thence following the curvature there of an arc distance of 24.842' along the acquired right-of-way line (said arc having a chord bearing of N11°26'36.5"W, clockwise direction, a chord distance of 24.835' and a radius of 291.000') to a point 9.000' right of centerline of Buck Creek Trail at STA 22+81.59,

Thence S08°59'52.2"E a distance of 270.802' along the acquired right-of-way line to a point 9.000' right of centerline of Buck Creek Trail at STA 25+52.39,

Thence following the curvature there of an arc distance of 60.555' along the acquired right-of-way line (said arc having a chord bearing of N19°26'28.4"E, clockwise direction, a chord distance of 58.099' and a radius of 61.000') to a point 9.000' right of centerline of Buck Creek Trail at STA 26+21.88, which ties to the present property line,

Thence N89°59'46"E a distance of 23.849' along the present property line to a point 9.000' left of centerline of Buck Creek Trail at STA 26+06.07,

Thence following the curvature there of an arc distance of 60.582' along the acquired right-of-way line (said arc having a chord bearing of S12°58'16.2"W, counterclockwise direction, a chord distance of 59.109' and a radius of 79.000') to a point 9.000' left of centerline of Buck Creek Trail at STA 25+52.39,

Thence S08°59'52.2"E a distance of 270.802' along the acquired right-of-way line to a point 9.000' left of centerline of Buck Creek Trail at STA 22+81.59,

Thence following the curvature there of an arc distance of 26.379' along the acquired right-of-way line (said arc having a chord bearing of S11°26'36.5"E, counterclockwise direction, a chord distance of 26.371' and a radius of 309.000') to a point 9.000' left of centerline of Buck Creek Trail at STA 22+55.98,

Thence N13°53'20.8"W a distance of 75.633' along the acquired right-of-way line to a point 9.000' left of centerline of Buck Creek Trail at STA 21+80.35,

Thence following the curvature there of an arc distance of 98.711' along the acquired right-of-way line (said arc having a chord bearing of S27°25'10.4"E, counterclockwise direction, a chord distance of 97.796' and a radius of 209.000') to a point 9.000' left of centerline of Buck Creek Trail at STA 20+85.89,

Thence N40°57'00.1"W a distance of 111.933' along the acquired right-of-way line to a point 9.000' left of centerline of Buck Creek Trail at STA 19+73.96,

Thence following the curvature there of an arc distance of 20.547' along the acquired right-of-way line (said arc having a chord bearing of S46°20'59.2"E, counterclockwise

direction, a chord distance of 20.516' and a radius of 108.924') to a point 9.000' left of centerline of Buck Creek Trail at STA 19+55.11,

Thence N51°44'59.6"W a distance of 46.301' along the acquired right-of-way line to a point 9.000' left of centerline of Buck Creek Trail at STA 19+08.80,

Thence following the curvature there of an arc distance of 13.239' along the acquired right-of-way line (said arc having a chord bearing of S42°28'52.7"E, clockwise direction, a chord distance of 13.187' and a radius of 40.868') to a point 9.000' left of centerline of Buck Creek Trail at STA 18+92.65,

Thence N33°14'26.7"W a distance of 50.145' along the acquired right-of-way line to a point 9.000' left of centerline of Buck Creek Trail at STA 18+42.51,

Thence following the curvature there of an arc distance of 84.003' along the acquired right-of-way line (said arc having a chord bearing of S58°50'20.4"E, counterclockwise direction, a chord distance of 81.235' and a radius of 94.000') to a point 9.000' left of centerline of Buck Creek Trail at STA 18+92.65,

Thence N84°26'24.2"W a distance of 63.818' along the acquired right-of-way line to a point 9.000' left of centerline of Buck Creek Trail at STA 17+02.73,

Thence following the curvature there of an arc distance of 51.909' along the acquired right-of-way line (said arc having a chord bearing of S43°07'56"E, clockwise direction, a chord distance of 47.528' and a radius of 36.000') to a point 9.000' left of centerline of Buck Creek Trail at STA 16+37.85,

Thence S01°49'27.9"E a distance of 63.818' along the acquired right-of-way line to a point 9.000' left of centerline of Buck Creek Trail at STA 15+69.82,

Thence following the curvature there of an arc distance of 8.470' along the acquired right-of-way line (said arc having a chord bearing of S38°24'42.3"W, clockwise direction, a chord distance of 7.770' and a radius of 6.000') to a point 9.000' left of centerline of Buck Creek Trail at STA 15+48.64,

Thence S79°03'39.3"W a distance of 67.978' along the acquired right-of-way line to a point 9.000' left of centerline of Buck Creek Trail at STA 14+80.66,

Thence following the curvature there of an arc distance of 40.440' along the acquired right-of-way line (said arc having a chord bearing of S44°59'13.4"W, counterclockwise direction, a chord distance of 38.098' and a radius of 34.000') to a point 9.000' left of centerline of Buck Creek Trail at STA 14+50.93,

Thence S10°54'47.5"W a distance of 272.461' along the acquired right-of-way line to a point 9.000' left of centerline of Buck Creek Trail at STA 11+78.47,

Thence following the curvature there of an arc distance of 158.136' along the acquired right-of-way line (said arc having a chord bearing of S30°38'53.3"E, counterclockwise direction, a chord distance of 144.628' and a radius of 109.004') to a point 9.000' left of centerline of Buck Creek Trail at STA 10+33.39,

Thence S72°12'32.8"E a distance of 15.090' along the acquired right-of-way line to a point 9.000' left of centerline of Buck Creek Trail at STA 10+18.30,



Thence following the curvature there of an arc distance of 31.523' along the acquired right-of-way line (said arc having a chord bearing of N89°18'57.5"E, counterclockwise direction, a chord distance of 31.066' and a radius of 53.306') to a point 9.000' left of centerline of Buck Creek Trail at STA 9+58.29,

Thence following the curvature there of an arc distance of 26.368' along the acquired right-of-way line (said arc having a chord bearing of S85°00'47.6"E, clockwise direction, a chord distance of 25.754' and a radius of 35.145') to a point 9.000' left of centerline of Buck Creek Trail at STA 9+58.29,

Thence S60°28'57.2"E a distance of 64.832' along the acquired right-of-way line to a point 9.000' left of centerline of Buck Creek Trail at STA 8+93.46,

Thence following the curvature there of an arc distance of 52.905' along the acquired right-of-way line (said arc having a chord bearing of S74°23'14.6"E, counterclockwise direction, a chord distance of 52.388' and a radius of 109.000') to a point 9.000' left of centerline of Buck Creek Trail at STA 8+44.92,

Thence S88°17'31.4"E a distance of 6.801' along the acquired right-of-way line to a point 9.000' left of centerline of Buck Creek Trail at STA 8+38.11,

Thence N01°46'35.5"E a distance of 18.000' along the acquired right-of-way line to a point 9.000' right of centerline of Buck Creek Trail at STA 8+38.11, and POINT OF BEGINNING

The above-described parcel contains ± 0.733 acres (31,929.48 sq ft).

**EXHIBIT B**

Temporary Easement

**Exhibit C**  
**Form of Deed**