

3223
Shelby County, Alabama
October 3, 1989

REAL ESTATE SALES CONTRACT

The undersigned Purchaser(s) (hereinafter referred to as "Purchaser") hereby agrees to purchase and the Undersigned Seller(s) P. R. Satterwhite and wife, Floya G. Satterwhite (hereinafter collectively referred to as "Seller") hereby agree to sell real property situated in Shelby County, Alabama (hereinafter referred to as "Property"), and more particularly described as follows: The South half of the Southeast Quarter of the Southwest Quarter of Section 18, Township 21 South, Range 2 West, lying West of the West boundary of the right-of-way of Interstate Highway 65, situated in Shelby County, Alabama. Said Parcel of land containing 14 acres, more or less.

WITNESSETH:

WHEREAS, it is Purchaser's desire and intent to purchase said Property, as evidenced by the minutes of the August 14, 1989, meeting of the Shelby County Commission, a copy of which is attached hereto as EXHIBIT "A" and incorporated herein by reference;

WHEREAS, Purchaser hereby acknowledges that it has taken or caused to be taken all necessary action and has all necessary consent, approval and authority to enter into this sales contract;

WHEREAS, Purchaser acknowledges that it has threatened to condemn Seller's above described Property to implement the Shelby County Airport's improvement and expansion plans; and

WHEREAS, Seller recognizes this threatened condemnation of said Property and herewith offers his Property for sale to Purchaser at less than the appraised fair market value in order to expedite the sale of the entire parcel of Property.

NOW, THEREFOR, all premises considered and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Purchaser and Seller agree as follows:

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1. PURCHASE PRICE. The purchase price shall be at the rate of \$3,000.00 per acre or fractional part thereof. Acreage is to be determined by a ground survey by a licensed surveyor retained by Purchaser.
 2. FINANCING. The sale of said Property is contingent upon Purchaser being able to obtain the necessary financing to purchase said Property, in a manner acceptable to the Purchaser.
 3. EXPENSES. Except as otherwise provided herein, Purchaser will pay all of the Purchaser's expenses incidental to this sale including, but not limited to, attorney's fees, engineering and surveying costs and recording fees.
 4. TITLE INSURANCE. Purchaser shall be responsible for obtaining and paying the expense of a title insurance policy, insuring Purchaser against loss on account of any defect or encumbrance in the title. Said Property is sold and is to be conveyed with all mineral and mining rights owned by Seller, and subject to present zoning by the City of Alabaster and/or Shelby County. None of the Property is located in a flood plane. The obligations of Purchaser herein are contingent upon Purchaser being satisfied in it sole discretion that none of the exceptions or limitations on title interfere with Purchaser's use of said property. *PRs 79.8*
 5. TIMBER. Purchaser acknowledges that the consideration shown above does not include the value of standing timber on the Property, and, as an additional consideration, hereby grants Seller the right to sell and have removed all merchantable timber from the Property. Removal is to be completed within 180 days after sale is closed.
 6. RIGHTS-OF-WAY. The sale of this Property is made subject to all existing easements, rights-of-way, burdens and encroachments affecting said Property.
 7. TAX PRORATIONS. Taxes, as determined on the date of closing, if any, are to be prorated between Seller and Purchaser as of the date of delivery of the deed.

P. R. Satterwhite
172 - Lindberg Rd.

F. G. S.

8. CLOSING AND POSSESSION DATES. The sale shall be closed and the deed delivered on or before October 13, 1989, 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.
9. CONVEYANCE. Seller agrees to convey the Property to Purchaser by general warranty deed free of all encumbrance, except as hereinabove set out, and Seller and Purchaser agree that any encumbrances not herein excepted or assumed may be cleared at the time of closing from sales proceeds.
10. 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 nor Seller shall be bound by any understanding, agreement, promise or representation concerning the Property, expressed or implied, not specified herein.

SELLER WARRANTS that there is no unpaid indebtedness on the Property. These warranties shall survive the delivery of the above deed.

PURCHASER:

SHELBY COUNTY COMMISSION

By: Thomas A. Howard, Jr.
Its Chairman (SEAL)

By: W. Paul Myers
Its Commissioner (SEAL)

By: Ken U. Smith
Its Commissioner (SEAL)

By: Howard Foster
Its Commissioner (SEAL)

By: Steve Nash
Its Commissioner (SEAL)

SELLER

P. R. Satterwhite
P. R. Satterwhite (SEAL)

Floya G. Satterwhite
Floya G. Satterwhite (SEAL)

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I the undersigned, a Notary Public in and for said County in said State, hereby certify that P. R. Satterwhite and Floya G. Satterwhite, whose names are signed to the foregoing instrument, and who are known to me, acknowledge before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily.

Given under my hand this 3 day of Oct, 1989

Jerry Ray Jubb
Notary Public

(NOTARIAL SEAL)

My commission expires 5-5-90

STATE OF ALABAMA)

COUNTY OF SHELBY)

Glenn G. Snowden Jr., the undersigned, a Notary Public in and for said County in said State, hereby certify that Glenn G. Snowden Jr., whose name as Chairman of SHELBY COUNTY COMMISSION, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such Chairman, executed the same voluntarily for and as the act of said County.

Given under my hand this the 9th day of October, 1989.

Glenn G. Snowden Jr.
Notary Public

My commission expires: 10-01-90

[NOTARIAL SEAL]

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Paul Yeager, whose name as Commissioner of SHELBY COUNTY, ALABAMA, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such Commissioner, executed the same voluntarily for and as the act of said County.

Given under my hand this the 9th day of October, 1989.

Paul Yeager
Notary Public

My commission expires: 10-01-90

[NOTARIAL SEAL]

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ken Wilson, whose name as Commissioner of SHELBY COUNTY, ALABAMA, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such Commissioner, executed the same voluntarily for and as the act of said County.

Given under my hand this the 9th day of October, 1989.

Ken Wilson
Notary Public

My commission expires: 10-01-90

[NOTARIAL SEAL]

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Howard Foster, whose name as Commissioner of SHELBY COUNTY, ALABAMA, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such Commissioner, executed the same voluntarily for and as the act of said County.

Given under my hand this the 9th day of October, 1989.

Howard Foster
Notary Public

My commission expires: 10-01-90

[NOTARIAL SEAL]

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Steve Chambers, whose name as Commissioner of SHELBY COUNTY, ALABAMA, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such Commissioner, executed the same voluntarily for and as the act of said County.

Given under my hand this the 9th day of October, 1989.

Carol Zarnin
Notary Public
My commission expires: 10-01-90

[NOTARIAL SEAL]

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STATE OF ALABAMA

SHELBY COUNTY

EXHIBIT "A"

The Shelby County Commission of Shelby County, Alabama met at the Courthouse in the City of Columbiana at 8:30 A.M. Monday, August 14, 1989, the regular time and place for holding said regular meeting. The meeting was called to order by the Chairman, Thomas A. Snowden, Jr.. Invocation was given by Commissioner Foster. Commissioner Wilson led the group in the Pledge of Allegiance.

The following members were present:

Thomas A. Snowden, Jr., Chairman
Commissioner Paul Yeager
Commissioner Ken Wilson
Commissioner Howard Foster
Commissioner Steve Chambers

AIRPORT AUTHORITY

Commissioner Wilson made a motion to authorize the purchase of 112 acres described as Phase I - and to authorize the purchase of the Champlin property for \$1.5 million with the closing date 60 days from this date. Motion was seconded by Commissioner Foster.

Commissioner Foster motioned to amend the motion to include a 14 acre plot that the Champlin property surrounds for \$3,000.00 an acre. Motion was seconded by Commissioner Wilson with the unanimous approval of the Commission.

Commissioner Chambers made a motion to amend the amended motion to include interim financing, to authorize our financial advisor to provide interim financing and to go ahead and prepare a bond issue to finance this land acquisition for 20 years subject to an official vote of the Airport Authority to adopt and support Plan 5. Motion was seconded by Commissioner Wilson with the unanimous approval of the Commission.

Upon a call of vote by the Chairman, on the Main motion the Commission unanimously approved to adopt as amended. MOTION CARRIED.

HIGHWAY DEPARTMENT - UTILITY ON RIGHT OF WAY AGREEMENTS

Commissioner Yeager made a motion approving the following 28-utility on right of way agreements. Motion was seconded by Commissioner Foster with the unanimous approval of the Commission. MOTION CARRIED.

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UTILITY ON RIGHT-OF-WAY

JOB NO.	DATE APPROVED	UTILITY	LOCATION
8-19-87	4-29-89	B.W.M. WATER	VALLEYDALE RD. (RELOCATING & IMPROVING)
934-7297	6-29-89	S. G. Ball	Co. #87 & Co. #306
934-7295	6-29-89	"	DOUBLE OAKS DR. (EARLEY LANE)
934-7201	6-29-89	"	Co. 39 & Co. 69
934-0715	6-30-89	"	SADDLE CREEK EST.
934-7237	6-30-89	"	Co. #47 So.
	6-30-89	Col. M. W. Water	Co. HWY. #86
934-0931	7-5-89	S. G. Ball	Co. HWY. #103
	7-5-89	T. W. G. G. G.	Co. HWY. #12
8689243	7-5-89	Alagasco	SOUTHPOINT 5 th Sec.
8689251	7-5-89	"	EAGLE POINT
PIK 8033	7-5-89	S. G. Ball	SADDLE CREEK PKWY.
934-7290	7-5-89	"	Co. HWY. #55
934-7286	7-5-89	"	Co. HWY. #138
934-0713	7-5-89	"	PARKSIDE DR.
934-0803	7-5-89	"	Co. HWY. #34
934-0789	7-6-89	"	Horton Road off 77 & 145
	7-10-89	B.W.M. Water	Valleydale Road @ ENADW. B. W. T. R.
90-0516-2	7-11-89	Mo. Power	Co. HWY. #51
934-0920	7-11-89	S. G. Ball	Co. HWY. #61
	7-12-89	S. G. Ball	Valleydale Rd. @ Shermanville
	7-12-89	S. G. Ball	Valleydale Rd. (Water Service)
	7-12-89	S. G. Ball	2 nd Road Crossing Co. HWY. #86
	7-12-89	S. G. Ball	2 nd Gas Line On E. HWY. #75
934-0922	7-12-89	S. G. Ball	Co. HWY. #30
# 5	7-22-89	Alagasco	Co. HWY. #95
# 6	7-22-89	"	Co. HWY. " Old U.S. #31
9100-4-109	7-25-89	Mo. Power	Co. HWY. #29

1. Deed Tax	12.50
2. Mfg. Tax	12.50
3. Recording Fee	3.00
4. Indexing Fee	3.00
5. No Tax Fee	1.00
6. Certified Stamp Fee	1.00
Total	16.50

STATE OF ALA. SHELBY CO.
I CERTIFY THAT
INSTRUMENT WAS
89 OCT 11 PM 2:20
JUDGE OF PROBATE

This is to certify that this is a true and exact copy of the official Shelby County Commission Minute Book #19, Page 39.

Myra B. Davis
Myra B. Davis, Commission Clerk

Date 8/28/89

Subscribed and sworn before me this 28th day of August, 1989.

Connie R. Davis
Connie R. Davis, Notary Public

Date 8/28/89

My commission expires 1/6/91

