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AGREEMENT 1/9

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REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into as of January 24th, 2020, by and between Hargis Daffodil Hills Foundation (the "Seller") and Eddleman Lands, LLC (the "Purchaser").

RECITALS:

Seller is the fee simple owner of approximately 110 acres of real property situated in Shelby County, Alabama ("Seller's Property") which includes two buildings used as a chapel and museum, respectively, from time to time for special private events (the "Seller's Improvements"). Seller's Improvements are located near the boundary between Seller's Property and a parcel of property owned by Purchaser that was formerly used as a camp for children under the name Camp Hargis that includes certain buildings and improvements, including specifically, a building formerly used as a cafeteria for the camp and an adjacent parking lot (said building and parking lot are referred to as "Purchaser's Improvements"). The Purchaser's Improvements are used by Seller from time to time in connection with the special events held at Seller's Improvements.

Purchaser has developed a plan (the "Development Plan") for the subdivision of substantially all of Seller's Property into five (5) lots (each a "Lot" and collectively "Lots") with each Lot to have not less than twenty (20) acres for use as a single family dwelling. The Purchaser desires to purchase the Seller's Property for the purpose of developing it in accordance with the Development Plan. The Development Plan contemplates Seller will retain approximately seven (7) acres of the Seller's Property on which the Seller's Improvements are situated ("Seller's Retained Property").

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Seller has agreed to sell to the Purchaser the property subject to the Development Plan (the "Development Property"). If Purchaser will agree to permit Seller to use the Purchaser's Improvements in connection with events held from time to time at Seller's Improvements consistent with past practice. The parties have entered into this Agreement to evidence their agreement as to the terms and conditions for the purchase and sale of the Development Property.

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AGREEMENT

NOW, THEREFORE, THESE PREMISES CONSIDERED and in consideration of the mutual promises made by the parties hereunder and other good and valuable consideration, Purchaser and Seller hereby agree as follows:

1. The Development Property.

(a) The Development Property is comprised of approximately 100 acres of Seller's Property. Seller's Property is more particularly described on Exhibit A to this Agreement. The description of the Development Property will be reflected in a survey to be prepared in accordance with Section 1(b) below.

~~(b) The Development Plan will have five (5) Lots substantially in accordance with the drawing for the Development Plan attached hereto as Exhibit B. Each Lot will have a minimum of twenty (20) acres so that it will comply with the exemption from the subdivision regulations of Shelby County, Alabama, and the Lots will not be reflected in a recorded subdivision.~~

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~~plot.~~ The Purchaser will cause a registered land surveyor to prepare a boundary survey for the Development Property which shall include a legal description for the Development Property. ~~The surveyor shall also prepare a survey reflecting the boundaries of each of the Lots within the Development Property and the boundaries of the land to be retained by the Seller.~~ Each Lot will have access to a public road by way of a private road to be constructed by the Purchaser on the Development Property. Purchaser shall be responsible for extending utilities to the Lots and for determining that each Lot is suitable for the installation and use of a septic tank sewage disposal system.

2. Purchase and Sale of Development Property. Seller agrees to sell, and Purchaser agrees to purchase, the Development Property at a purchase price in the amount of ~~\$800,000~~ (the "Purchase Price") payable on the terms and conditions herein set forth; provided that the Purchase Price shall be subject to adjustment as provided in Section 4 below. ~~\$1,000,000~~ 120 days

3. Inspection Period. From and after the date hereof until ~~90 days~~ after seller's execution of this contract (the "Inspection Period"), Purchaser and its agents and representatives shall have the right to visit and inspect Seller's Property to determine the feasibility of developing, improving, marketing and financing the Development Property in accordance with the Development Plan. In connection therewith, Purchaser shall have the right to make surveys and soil tests to obtain topographical, geological, environmental and other information and to perform other preliminary inspection and development work as provided in Section 2 hereof. If Purchaser, in its sole discretion and at its sole cost and expense, determines that it is not feasible for Purchaser to acquire, develop, improve, market and/or finance the Development Property in accordance with the Development Plan, the Purchaser will have the right to terminate this Agreement by delivery of written notice to Seller prior to the expiration of the Inspection Period. Upon delivery of such notice, this Agreement shall terminate and neither party shall have any liability to the other hereunder. In the event this Agreement is terminated prior to the purchase of the Development Property, Purchaser will provide Seller with copies of any reports or other information obtained by Purchaser with respect to the Development Property.

~~4. Appraisal. Purchaser understands that Seller's obligation to sell the Development Property is subject to and conditioned upon receipt of an appraisal indicating that the Purchase Price represents the fair market value of the Development Property. Promptly after the execution of this Agreement, Seller agrees to engage a qualified independent appraiser with experience in the valuation of real estate in Shelby County, Alabama, to conduct an appraisal to determine the fair market value of the Development Property in its current condition (the "Appraised Value") and to issue the appraiser's report to the Appraised Value prior to the expiration of the Inspection Period. In the event the Appraised Value is more than 105% of the Purchase Price, Seller may request Purchaser to increase the Purchase Price of pursuant to this Section 4 by delivery of written notice to Purchaser, within ten (10) days of the receipt of the appraiser's report, which notice shall state the amount of the Appraised Value to be matched by the Purchaser accompanied by a copy of the appraiser's report or summary thereof. Upon receipt of said notice, Purchaser may, but shall not be required to, agree to increase the Purchase Price to an amount equal to the Appraised Value. If Purchaser fails to deliver written notice of its agreement to increase the Purchase Price to the Appraised Value within ten (10) days after receipt of Seller's notice, Seller may elect to terminate this Agreement by delivery of written notice to Purchaser in which event this Agreement shall terminate and neither party shall have any further obligation to the other.~~

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~~party. If Purchaser does not agree to increase the Purchase Price and Seller does not elect to terminate this Agreement as herein provided, the Development Property shall be purchased and sold at the Purchase Price set forth in Section 2 hereof on the terms and conditions set forth in this Agreement.~~

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5. Closing: Terms of Payment.

(a) The closing (the "Closing") for the purchase and sale of the Development Property shall be held at a mutually agreeable time and place within thirty (30) days after the expiration of the Inspection Period; provided that if the parties do not agree to a time and place for the Closing, the Closing shall take place at the office of Clayton T. Sweeney thirty (30) days after delivery of Purchaser's notice at 10:00 a.m. local time.

(b) At the Closing, Purchase will pay the Purchase Price to Seller as follows:

(i) The Purchaser shall pay to Seller an amount equal to 20% of the Purchase Price in good funds at the Closing; and

(ii) The Purchaser shall deliver its Promissory Note (the "Purchaser Note") to the order of Seller in principal amount equal to the balance of the Purchase Price payable in four (4) equal annual installments of principal with interest at the applicable federal rate. ~~6% per annum~~ *GDC* 4% per annum

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(c) The Purchaser's obligations under the Purchaser Note shall be secured by a mortgage on the Development Property (the "Mortgage"); provided that Purchaser shall have the right to designate one Lot to be released from the Mortgage on or after the Closing upon delivery to Seller a copy of the Development Plan and a description of the Lot to be released from the Mortgage, at which time Seller shall execute and deliver a partial release of said designated Lot from the Mortgage. Purchaser shall be entitled to the release of one additional Lot from the Mortgage upon payment of each installment of principal together with accrued and unpaid interest on the Purchaser Note. Purchaser shall have the right to prepay the Purchaser Note at any time in an amount equal to the amount of a principal installment on the Purchaser Note together with accrued and unpaid interest in order to obtain the release of a Lot from the Mortgage; provided that Purchaser may obtain the release of more than one Lot by prepayment of the same number of installments of principal as the number of Lots to be released from the Mortgage. Upon such prepayment, Seller shall execute and deliver in recordable form a partial release of the Lots designated by Purchaser to be released from the Mortgage. Any prepayment on the Purchaser Note shall be applied to and credited against payment of the next installment due on the Purchaser Note.

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6. Title and Survey.

(a) During the Inspection Period, Purchaser shall, at its expense, obtain a commitment for title insurance for the Development Property in the amount of the Purchase Price and a boundary survey for the Development Property. Purchaser will provide Seller with notice setting forth all of the Purchaser's objections to Seller's title as reflected in the title commitment and survey prior to the expiration of the Inspection Period. All exceptions to title to the Development Property that are reflected in the title commitment and survey and that are not subject

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to Purchaser's objection shall be permitted exceptions ("Permitted Exceptions"). Seller shall provide written notice to Purchaser if Seller elects to cure the title exceptions objected to by Purchaser and shall cure such objections within a reasonable time. If Seller does not cure the objections prior to the initial Closing, Purchaser may terminate this Agreement or elect to waive the objection and purchase all of the Development Property, in which event the objectionable exceptions shall be deemed to be Permitted Exceptions.

(b) At each Closing, Seller shall deliver to Purchaser or Purchaser's Designee a warranty deed conveying fee simple title in the Development Property free and clear of all liens, encumbrances and restrictions other than Permitted Exceptions and shall furnish to Purchaser or Purchaser's Designee, at Purchaser's expense, a commitment for standard form title insurance policy issued by a company qualified to insure title in Alabama in the amount of the purchase price for the Development Property insuring Purchaser or Purchaser's Designee against loss on account of any defect or encumbrance in the title other than Permitted Exceptions. In the event that any exception to title appears on the title insurance commitment for the Development Property that is not a Permitted Exception and that will interfere with the Purchaser's intended use of the Lot, Purchaser may object to any such exceptions at or before the Closing. If Purchaser makes any such objection, Seller shall have a reasonable time (not to exceed sixty (60) days) to cure any such title defect or remove the objectionable exception from the title commitment or policy. In the event Seller is unable to cure any such defect and remove the objectionable exception within said sixty (60) day time period, or in the event Seller notifies Purchaser in writing within said time period that Seller elects not to cure such defect, Purchaser may elect not to purchase the Development Property, in which event the Development Property shall be released from any claims under this Agreement and this Agreement shall terminate and be of no further full force and effect.

7. Proration for Ad Valorem Taxes. The lien for ad valorem taxes that are due and not yet payable on the Development Property, if any, shall be a Permitted Exception. At each Closing, the ad valorem will not be prorated if and to the extent the Development Property is exempt from taxation. If not exempt, ad valorem taxes with respect to the Development Property shall be prorated between Purchaser and Seller as of the date of Closing. Such proration shall be made on a per acre basis based on the most recently available tax rates and valuation.

8. Covenants of Seller. Until the Closing or the termination of this Agreement:

(a) Neither Seller nor any other person shall cut or remove any timber on the Development Property. Seller shall not lease or otherwise sell to any third party interests in the timber on the Development Property with or without the right to remove the same.

(b) Seller shall not grant or convey any easement, lease, encumbrance, obligation or contract with respect to all or any portion of the Development Property without the prior consent of Purchaser, nor shall Seller violate, or allow the violation of any law, ordinance, rule, or regulation affecting the Development Property. Seller shall do or cause to be done all things reasonably within the control to preserve intact and unimpaired any and all rights of way, easements, grants, appurtenances, privileges and licenses in favor of or constituting any portion of the Development Property.

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9. Access to Property. Until the Closing or termination of this Agreement, Purchaser, its agents, representatives, surveyors, engineers and others, upon the direct or indirect employment or appointment of Purchaser, shall have the right and privilege of going on the Seller's Property to inspect, examine, survey and otherwise do whatever Purchaser deems necessary to plan for the development of the Development into Lots in accordance with the Development n Plan. Purchaser shall have the right to make soil tests, borings, percolation tests, environmental surveys, geological surveys, and such other tests as are necessary to obtain information to determine the surface, subsurface and topographic conditions of said property and to construct roads and to install utilities lines and equipment within the development Property to serve each of the Lots. Purchaser agrees to indemnify and hold Seller harmless from any mechanics liens which might be filed against said property by reason of performance of any such acts and to restore said property to its condition prior to such acts of Purchaser. The cost of such inspections and construction will be borne solely by the Purchaser.

10. Seller's Retained Property.

(a) At the initial Closing, Seller and Purchaser shall enter into an agreement (the "License Agreement") pursuant to which Purchaser shall grant to Seller and its invitees and licensees a non-exclusive right and license to use the Purchaser's Improvements in conjunction with events conducted at Seller's Improvements subject to covenants and restrictions regulating the use of Purchaser's Improvements, including without limitation, the following: (i) the events conducted at Seller's Improvements shall be consistent with past practices and shall not exceed ~~five (5)~~ events in any calendar year; (ii) Seller shall request a reservation for the use of Purchaser's Improvements prior to the event and the reservation for the use of Purchaser's Improvements shall be subject to availability at the time of the request; and (iii) Seller shall maintain liability insurance for the use of the Purchaser's Improvements in amounts satisfactory to Purchaser and shall name Purchaser as an additional insured on such insurance policy (Seller shall provide proof of insurance at the request of Purchaser). The Seller and Purchaser shall negotiate in good faith to provide Purchaser and its invitees and licensees the non-exclusive right and license to use the Seller's Retained Property and the Seller's Improvements situated thereon on mutually agreeable terms.

(b) The rights of Purchaser and Seller under Agreement shall not be assignable by either party; provided that Purchaser may assign its rights and obligations under the License Agreement to an owners' association that includes the owners of the Lots.

(c) The License Agreement shall terminate automatically and without any action on the part of either party upon the transfer of the Seller's Retained Property to a person other than Seller or upon the destruction or removal of substantially all of Seller's Improvements. The License Agreement may be sooner terminated either (i) by written agreement executed by Seller and Purchaser (or its assignee) or (ii) by written notice of termination delivered by either Seller or Purchaser (or its assignee) at any time after the [fifth] anniversary of the Closing.

11. Notices. Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered (i) when personally delivered; or (ii) when deposited with a commercial courier for overnight delivery; or (iii) when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, in each case addressed to the person at the address specified below for Seller and Purchaser respectively. Any notice not given as herein

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provided shall be effectively delivered upon actual receipt by the party to whom it is addressed. Either party hereto may change the designated person and/or address as may theretofore be specified by written notice delivered in accordance herewith.

12. Brokerage Commissions. In the event that any real estate agent or broker or any person or entity whatsoever claims any real estate commission, finder's fee or other payment in connection with this transaction, the party on whose actions such claim(s) is based shall be solely responsible for any and all such claims and shall indemnify and hold and save the other party harmless.

13. Non-Foreign Affidavit. Seller shall deliver to Purchaser at each closing a Non-Foreign Affidavit stating under penalty of perjury that none of Seller's beneficiaries is a foreign person within the meaning of Section 14445 of the Internal Revenue Code, setting forth each such beneficiary's taxpayer identification number and address and whether or not said beneficiary is exempt from withholding requirements.

14. Entire Agreement--Alteration or Amendment. The entire agreement of the parties is written herein and the parties are not bound by any agreements, understandings, conditions or inducements other than as are expressly set forth and stipulated hereunder. No change, alteration, amendment, modification or waiver of any of the terms hereof shall be valid unless the same shall be in writing and signed by the parties.

15. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

16. Counterparts. This Agreement may be executed in counterparts, each of which when so executed shall constitute an original.

17. Acceptance of Offer. Seller's acceptance of Purchaser's offer to purchase the Property shall be subject to and conditioned upon the execution of the agreement by Seller on or before February 15th, 2020, this Agreement shall be cancelled and terminated, the earnest money shall be returned to Purchaser, and neither party shall have any further liability to the other hereunder.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of this 24th day of January, 2020.

Notice Address for Seller:

Hargis Daffodil Hills Foundation
1918 1st Ave. N
Birmingham, AL 35203

SELLER:

Hargis Daffodil Hills Foundation

DocuSigned by:

By: Gerald Colvin

Its: Chairman Bd Of Trustees

Notice Address for Purchaser:

2700 U.S. Highway 280, Suite 325
Birmingham, AL 35223
Attention: President

PURCHASER:

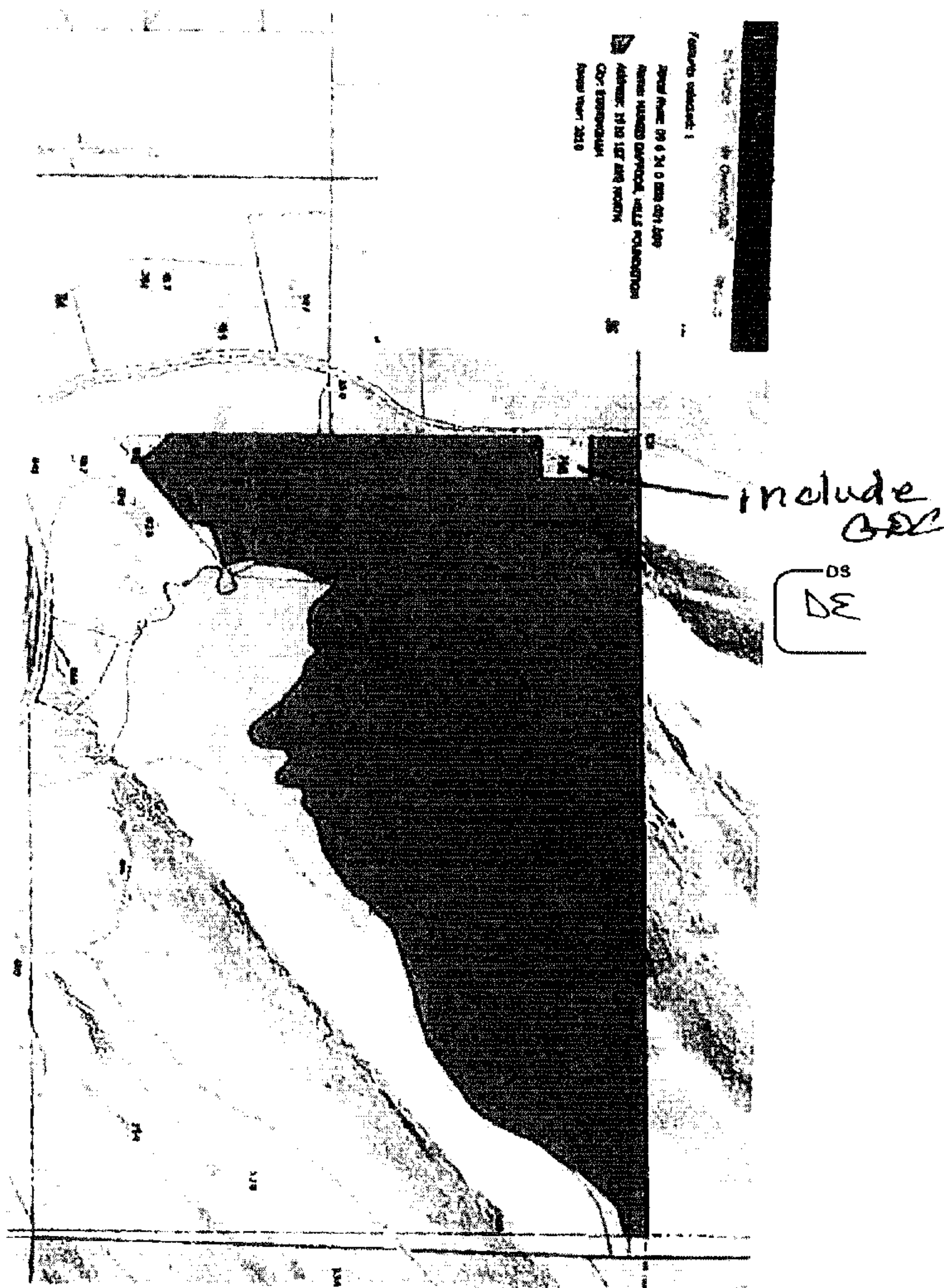
By: [Signature]
Its: PRESIDENT ECFE
EDDLEMAN LANDS, LLC

This instrument prepared by:
Jack P. Stephenson, Jr., Esq.
Burr & Forman LLP
420 North 20th Street Suite 3400
Birmingham, AL 35203

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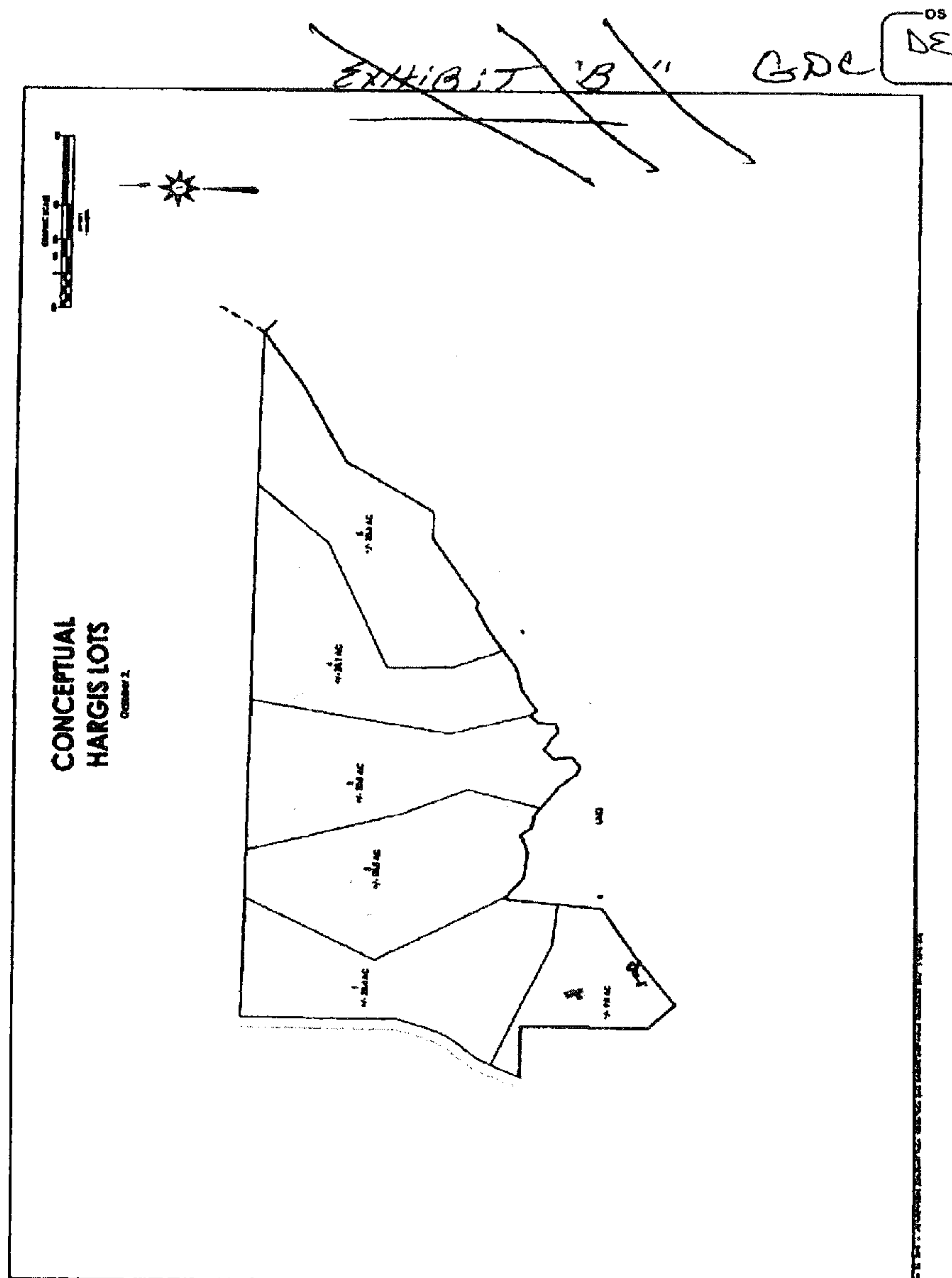
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EXHIBIT A



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Allie S. Bayl