

Sponsor: Anerton

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, as follows:

Section 1. The Real Estate Sales Agreement between the City of Florence and the Estate of Larry Russell Hunter and Beverly H. Temerson for the City to purchase the property located at 3531 Florence Boulevard, Florence, Alabama, (the "Property") for the total amount of \$650,000.00 (the "Agreement"), in substantially the form and of substantially the content as the Agreement presented to, considered and approved by the City Council at this meeting, with such changes or additions thereto or deletions therefrom as the Mayor of the City of Florence shall approve, which approval shall be conclusively evidenced by his execution of the Agreement, is hereby approved, adopted, authorized, ratified and confirmed. The Mayor is hereby authorized and directed to execute, acknowledge and deliver the Agreement for and on behalf of and in the name of the City. The City Clerk is hereby authorized and directed to affix the official corporate seal of the City to the Agreement and to attest the same. The Agreement presented to, considered and approved by the City Council at this meeting is attached hereto as Exhibit (A) and incorporated herein by reference.

Section 2. The Mayor and the City Clerk are hereby authorized and directed to take such other action and to execute in the name and on behalf of the City such other contracts, documents and certificates as may be necessary or desirable to effectuate the transactions contemplated by the Agreement presented at this meeting.

Section 3. The Mayor is hereby further authorized to engage all necessary professionals and other personnel to inspect the Property and to pay all expenses associated with the inspection of the Property during the prescribed due diligence period.

ADOPTED this _____ day of _____, 2025.

CITY COUNCIL

APPROVED this _____ day of _____, 2025.

MAYOR

ADOPTED & APPROVED this _____ day of _____, 2025.

CITY CLERK - TREASURER

REAL ESTATE SALES CONTRACT

THIS REAL ESTATE SALES CONTRACT ("Contract") is dated, entered into, and effective as of the "Effective Date" designated on the signature page hereof, by and between the **ESTATE OF LARRY RUSSELL HUNTER and BEVERLY H. TEMERSON** ("Seller"), and **THE CITY OF FLORENCE, ALABAMA** ("Buyer"), upon the following terms and conditions:

1. Purchase and Sale. Seller agrees to sell, and Buyer agrees to purchase, upon the terms, provisions and conditions contained in this Contract, all of Seller's right, title, and interest in and to that certain real property commonly known as 3531 Florence Boulevard in Lauderdale County, Alabama and legally described on Exhibit A attached hereto, said property containing 6.72± acres and including all other appurtenances and improvements thereon ("Property").

2. Purchase Price. The price for the Property ("Purchase Price") shall be Six Hundred Fifty Thousand Dollars (\$650,000.00), payable by check or wire transfer of immediately available funds at Closing.

3. Court Approval Contingency. Buyer acknowledges that Beverly H. Temerson is an individual subject to a court-appointed conservatorship, and that this Contract is being executed on Seller's behalf by the duly appointed Conservator. This Agreement is expressly contingent upon the Conservator obtaining approval from the appropriate probate court authorizing the sale of the Property ("Court Approval") in accordance with the terms and conditions of this Contract. The Conservator shall use diligent efforts to obtain Court Approval and shall deliver to Buyer a copy of the court's order approving the sale within two (2) business days of receipt. If such approval is not obtained on or before December 15, 2025, Buyer may terminate this Agreement by written notice, in which case neither party shall have any further obligation hereunder.

4. Closing. Closing shall take place no later than sixty (60) days following Court Approval (unless the 60th day falls on a weekend or holiday, in which case Closing shall be the next business day). The Closing may occur by mail or at Alabama Land Services, 110 S. Pine Street in Florence, Alabama.

(a) Items to be Delivered by Seller. Seller shall deliver to Buyer on the date of Closing the following:

(i) Deed. An original fully executed, acknowledged and recordable General Warranty Deed conveying fee title to the Property to Buyer in a form customarily used in Lauderdale County, Alabama, conveying title as described in Paragraph 6 below.

(ii) Assignment. If required, a general assignment of any agreements and/or warranties relating to the Property.

(iii) Title Affidavits. Seller shall also deliver owner's affidavits as may be reasonably required by the title company handling Closing.

(iv) Settlement Statement. Seller shall deliver and execute a settlement statement showing all of the payments, adjustments and prorations provided for in this Contract and otherwise agreed upon by Seller and Buyer.

(v) Other Documents. Such other documents or items as Buyer shall reasonably request to carry out the agreements of the parties hereunder and to consummate the purchase and sale contemplated by this Contract.

(b) Items to be Delivered by Buyer. Buyer shall deliver to Seller on the date of Closing the following:

(i) Purchase Price. The Purchase Price.

(ii) Costs and Prorations. Funds sufficient to pay the costs and prorations, if any, borne by Buyer as set forth in Section 11 of this Contract.

(iii) Settlement Statement. Buyer shall deliver and execute a settlement statement showing all of the payments, adjustments and prorations provided for in this Contract and otherwise agreed upon by Seller and Buyer.

(iv) Other Documents. Such other documents or items as Seller shall reasonably request to carry out the agreements of the parties hereunder and to consummate the purchase and sale contemplated by this Contract.

5. Conveyance. At Closing, Seller shall convey fee simple title to the Property to Buyer by General Warranty Deed, free and clear of all liens, encumbrances, and title defects, except as otherwise expressly provided herein. The Property shall be sold and conveyed subject to all covenants, restrictions, and easements of record, as well as applicable zoning ordinances and laws of any governmental authority. Seller warrants that it has not received written notice of any proposed or pending assessments for public improvements or repairs. Seller shall, at its sole cost and expense, terminate all leases, tenancies, or occupancy agreements affecting the Property prior to Closing and shall deliver exclusive possession of the Property to Buyer at Closing, free and clear of all tenants and occupants. Buyer shall have no obligation to assume any lease or take possession of the Property subject to any tenancy. Seller further represents and warrants that, as of the Closing Date, no party shall have any right to possess, occupy, or use the Property.

6. Title Insurance. Within ten (10) days after the Effective Date, Buyer shall obtain a title commitment issued by a national title insurance company qualified to insure titles in the State of Alabama in the full amount of the Purchase Price ("Title Commitment").

7. Closing Costs. Seller shall pay the cost of the title search & examination, the premium for the owner's title policy, the cost of releasing any mortgages or encumbrances for borrowed money on the Property, the cost of any corrective documents required by the title insurer or settlement agent (including recording costs of same), the cost of preparing the deed, and one-half of the closing fee charged by the settlement agent. Buyer shall pay the cost of recording the deed, all deed or transfer taxes, any costs related to financing, and one-half of the closing fee charged by the settlement agent. Each party shall pay its own attorneys' fees. All other costs of the Closing shall be paid by the party that incurs the expense.

8. Prorations. Real estate taxes shall be prorated as of the date of Closing based on the most recent ascertainable tax bill. Real estate taxes shall become the responsibility of Buyer at Closing.

9. Agency Disclosure. The Alabama Real Estate Consumer Agency and Disclosure Act ("RECAD") requires the following disclosure: Pounders & Associates, Inc. is an agent of Seller and assisting Buyer as a transaction broker.

10. Brokerage Fees. At Closing, Seller agrees to pay a real estate commission in an amount equal to six percent (6%) of the Purchase Price to Pounders & Associates, Inc. Seller and Buyer represent and warrant to each other that, except as otherwise disclosed herein, no other broker or agent has been

involved in this transaction and that no other broker or agent is entitled to a real estate commission in connection with this sale. Seller and Buyer shall indemnify and hold harmless the other from any and all other claims for real estate or brokerage commissions arising from the sale of the Property.

11. Disclaimer. Seller and Buyer hereby acknowledge and agree that they have not relied upon any advice or representation of the Listing Broker (or any agent or employee thereof) or the Selling Broker (or any agent or employee thereof), and that no broker shall be held responsible for any obligations or agreements that Seller and Buyer have to one another hereunder. Seller and Buyer further agree to discharge and release the Brokers from any claims, demands, damages, actions, causes of actions or suits at law arising in any way from this Contract related to the Property, and shall include but not be limited to the condition of any improvements or systems; the size and area of the Property; the quality of the workmanship or construction materials; the structural condition; the condition, availability or location of utilities, sewer, or septic systems; the investment or resale value of the Property; subsurface or subsoil conditions such as sinkholes, mining, or other soil conditions, including radon or other potentially hazardous gases or toxic materials; Property access, easements, covenants, and restrictions; crime considerations; the future insurability of the Property; or any other matters affecting the willingness of the Seller and Buyer to sell or purchase the Property on the terms and at the Purchase Price herein set forth. Seller and Buyer acknowledge and agree that if such matters are of concern to them in the decision to sell or purchase the Property, they have sought and obtained independent advice relative thereto.

12. Condemnation. If, prior to Closing, the Property or any part thereof is to be wholly or partially condemned, then Buyer may either cancel this Contract or elect to continue under the terms of this Contract, with all rights and condemnation awards assigned to Buyer at Closing.

13. Property Condition. Buyer acknowledges its responsibility to inspect the Property prior to Closing to determine the condition of the Property. Neither Seller nor any broker makes or has made any other representation about the condition of the Property or the availability of utilities or sewer service and Buyer agrees that it has not relied on any such representation, including statements about square footage, age, condition of the Property, or suitability for any particular use. Buyer understands that Alabama law imposes a duty on Buyer to thoroughly inspect the Property for conditions, defects, or other relevant matters prior to Closing. Buyer has the obligation to determine any and all conditions of the Property material to Buyer's decision to purchase the Property. Unless otherwise provided herein, Seller shall provide access and utilities for Buyer's inspections. After Closing, all conditions of the Property are the responsibility of Buyer.

14. Right of Entry and Inspection. At any time prior to the Closing, with Seller's prior approval, not to be unreasonably withheld, conditioned or delayed, at Buyer's sole expense, Buyer or its authorized agents may enter upon the Property for the purpose of conducting tests, borings, surveys, studies, inspections, investigations, and interviews of persons familiar with the Property ("Inspections") concerning the Property, including but not limited to tests of structures, wells, septic tanks, underground storage tanks, soils, geologic hazards, utility lines and systems, and environmental hazards (including Phase I and Phase II environmental assessments). Buyer shall not conduct any soil borings or other physically invasive tests of the Property without Seller's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. All Inspections shall be performed in a manner that shall not unreasonably interfere with the ongoing use of the Property by the Seller or any tenants. Buyer shall keep the Property free of any liens, and repair any material physical damages caused by Buyer, its agents, employees, contractors, or subcontractors and restore the Property to its condition prior to Inspections. Buyer shall indemnify, defend and hold Seller harmless against all losses, damages, claims, demands and liabilities which may be suffered by or asserted against Seller by reason of Buyer's Inspections, which indemnity obligation shall survive termination of this Contract or Closing.

15. Due Diligence Period. The forty-five (45) day period commencing on the Effective Date is referred to as the “Due Diligence Period.” During the Due Diligence Period, Buyer, at Buyer’s expense, may perform any Inspections and may obtain a survey of the Property (the “Survey”). If the Inspections, Survey, or Title Commitment reveal any defects or objectionable matters regarding the Property, then the Buyer may (i) provide a written notice to Sellers (the “Objections Notice”) concerning any defects or objectionable matters and request that Sellers cure such defects or matters within a specified time or (ii) notify the Sellers in writing, prior to expiration of the Due Diligence Period, that Buyer elects to terminate the Contract (it being understood that Buyer shall not be required to give any reason for such termination). Buyer’s failure to terminate the Contract at or prior to the end of the Due Diligence Period shall constitute Buyer’s acceptance of the Property “as-is” on the last day of the Due Diligence Period.

16. Representations and Warranties. Seller hereby represents and warrants to Buyer that Seller has the power, right, and authority to enter into and perform all of the obligations required of Seller under this Contract and the instruments and documents referenced herein, and to consummate the transaction herein contemplated. Buyer hereby represents and warrants to Seller that Buyer has the power, right, and authority to enter into and perform all of the obligations required of Buyer under this Contract and the instruments and documents referenced herein, and to consummate the transaction herein contemplated. Buyer has made and relied upon its own evaluation and decision to purchase the Property, and Buyer has not relied upon any oral or written information or statements from Seller, other than as expressly set forth in this Contract.

17. Default. If Seller or Buyer fails to perform any covenant, agreement or obligation provided herein prior to or at Closing, or if there is any breach or failure of any of such party’s warranties or representations prior to Closing, and if such default continues for ten (10) days after written notice to the defaulting party by the non-defaulting party, then the non-defaulting party shall have all rights and remedies available at law or in equity including the right of injunctive relief, damages, and the right to action for specific performance.

18. Assignment. Neither party may assign or transfer any portion or all of its rights or obligations under this Contract without the consent thereto by the other party, which consent shall not be unreasonably withheld.

19. Successors. This Contract shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns, provided, however, that neither party may assign its rights hereunder without the prior written consent of the other party. No assignment shall relieve the assigning party from its obligations hereunder.

20. Counterparts. This Contract may be executed in two or more counterparts and by electronic signature or other electronic transmission, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Facsimile signatures and/or signatures scanned and emailed hereon shall be treated for all purposes as original signatures.

21. Governing Law. This Contract shall be governed, enforced by, and construed in accordance with the laws of the State of Alabama.

22. Notices. All notices, demands, requests, consents, approvals, and other communications (collectively, “Notices”) required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given and received (a) upon personal delivery, (b) on the date sent if delivered by electronic mail with confirmation of transmission, provided that a copy is also sent by another permitted method, (c) one (1) business day after being sent by a nationally recognized overnight delivery service (e.g., FedEx, UPS), or (d) three (3) business days after being deposited in the United States mail,

first-class postage prepaid, registered or certified, return receipt requested, in each case addressed as follows:

If to Seller: Estate of Larry R. Hunter
Attn: Danielle Breedlove
326 President Street, Apartment 3
Dunedin, FL 34698
Email: danielle.breedlove@gmail.com
Phone: 850-509-0478

Edmond D. Earle (on behalf of Beverly H. Temerson)
Earle Law Firm
1820 7th Avenue N, Suite 105
Birmingham, AL 35203
Email: earle@earlelawfirm.com
Phone: 205-458-0041

If to Buyer: City of Florence
Attn: Mayor
P.O. Box 98
Florence, AL 35630
Email: abetterton@florencel.org

With a copy to: William T. Musgrove, III, Esq.
P.O. Box 98
Florence, AL 35630
Email: bmusgrove@florencel.org

Either party may change its address for Notice by providing written Notice of such change to the other party in accordance with this Section. Notices sent by counsel to a party shall be deemed delivered by such party.

23. Entire Agreement. This Contract contains the entire agreement between Seller and Buyer, and there are no other terms, conditions, promises, undertakings, statements, or representations, either written or oral or express or implied, concerning the sale contemplated by this Contract. Neither Buyer, Seller, nor any broker shall be bound by any understanding, agreement, promise, or representation concerning the Property, expressed or implied, not specified herein. Time is of the essence. All parties are advised to seek the advice of legal counsel about any of the terms hereof which may not be understood, prior to signing the Contract. By signing this Contract, the parties acknowledge that they understand this agreement creates legal obligations as well as legal rights which can be enforced in a court of law.

SIGNATURE PAGE TO
REAL ESTATE SALES CONTRACT

IN WITNESS WHEREOF, Seller and Buyer have executed this Contract on the dates indicated below, the latest of which shall be the "Effective Date".

SELLER:

ESTATE OF LARRY RUSSELL HUNTER

By: _____
Danielle Breedlove, Executor

Date: _____

Edmond Earle, Conservator of the person and/or
estate of **BEVERLY H. TEMERSON**, pursuant to
authority granted by the Probate Court of Jefferson
County, Alabama, Case No. 25BHM000333

Date: _____

BUYER:

CITY OF FLORENCE, ALABAMA

By: _____
Andrew Betterton, Mayor

Date: _____

ATTEST:

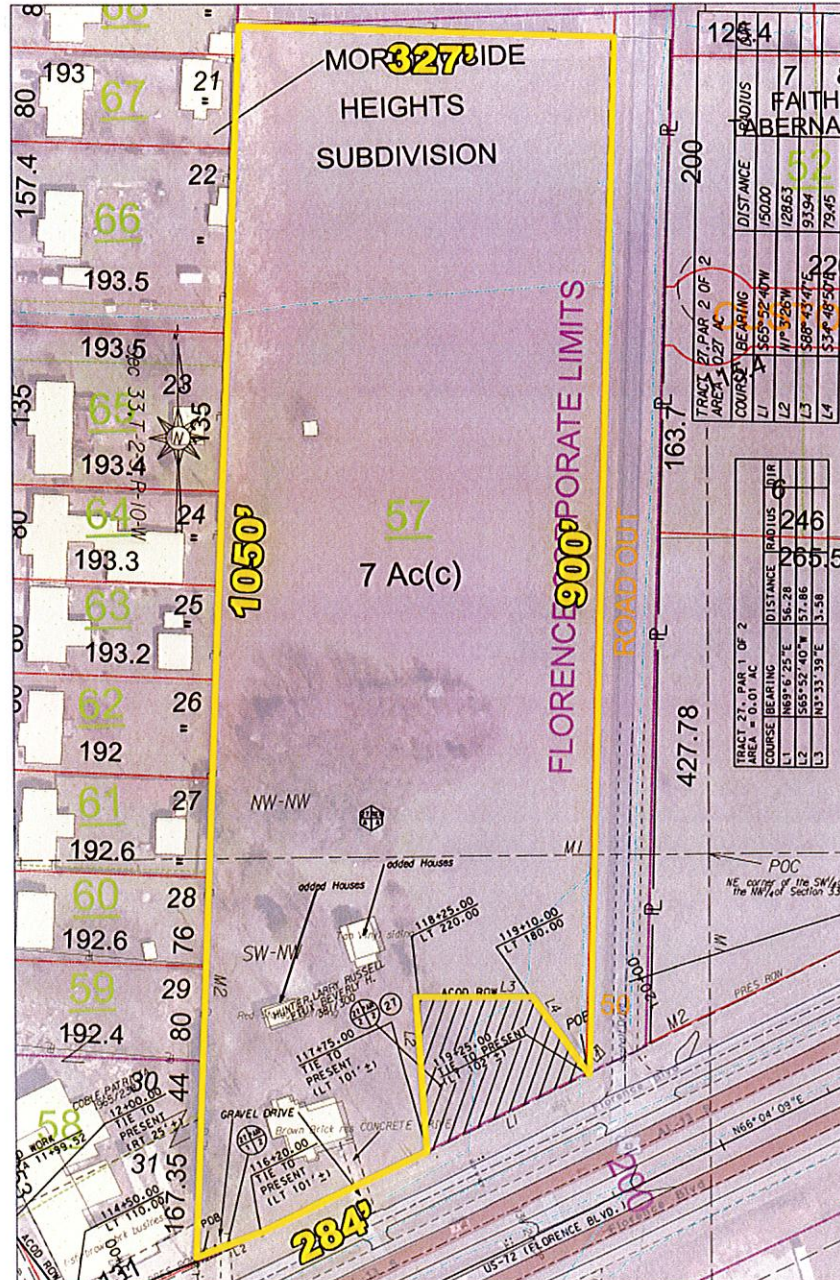
By: _____

EXHIBIT A

Property Description

6.72 ACRES, MORE OR LESS, IN THE NORTHWEST QUARTER OF SECTION 33,
TOWNSHIP 2 SOUTH, RANGE 10 WEST.

Assessor's Parcel Number: 16-08-33-0-001-057.000



3531 Florence Boulevard
6.72 acres +/-

All measurements are approximate and should be independently verified.