

STATE OF ALABAMA
COUNTY OF MORGAN

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT for the purchase and sale of real property (hereinafter the "Agreement") is entered into as of the Effective Date hereof, by and between, Neal A. Holland, Jr., Holland Holdings, LP, and Cedar Ridge Golf Course, Inc., with an address of Post Office Box 1948, Decatur, Alabama 35602 (hereinafter "Seller"), and Decatur City Board of Education, with an address of 302 4th Avenue, N.E., Decatur, Alabama 35601, (hereinafter "Purchaser"), for the Property located in the State of Alabama, County of Morgan, City of Decatur, and described as seventy-seven and one-half (77.5) acres \pm , (hereinafter referred to as the "Property"), as noted on the attached Exhibit "A." The exact description the Property shall be determined by the survey the Purchaser is to obtain pursuant to paragraph 5 of this Agreement. The Property shall include all buildings, improvements, easements, privileges, and appurtenances thereunto currently belonging, or later acquired, as of Closing, to Seller.

WHEREAS, Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller,

NOW THEREFORE, in consideration of Ten and No / 100 Dollars (\$10.00) and other good and valuable consideration herein recited and exchanged, the parties agree to the purchase and sale of the Property subject to the following terms and conditions:

1. **Purchase Price:** The Purchase Price for the Property shall be One Million Six Hundred Sixty Seven Thousand and No / 100 Dollars (\$1,667,000.00) in cash at Closing.
2. **Earnest Money Deposit:** Within five (5) business days following the Effective Date of this Agreement by both parties, Purchaser shall deposit the sum of Ten Thousand and No / 100 Dollars (\$10,000.00) (the "Deposit") with the Escrow Agent, Harris, Caddell & Shanks, P.C., to be held in trust and to be disbursed as follows:
 - a. at Closing, the Deposit shall be applied against the Purchase Price;
 - b. if any contingency described herein is not satisfied in favor of or waived by Purchaser, the Deposit shall be returned to Purchaser within five (5) business days after demand by Purchaser to Escrow Agent;
 - c. if Seller defaults hereunder or breaches any representation or warranty made by Seller herein, the Deposit shall be returned to Purchaser within five (5) business days after demand by Purchaser to Escrow Agent and the return thereof shall not

- prejudice any legal or equitable remedies (including specific performance) that Purchaser may have against Seller as a result thereof;
- d. if Purchaser fails or refuses to perform Purchaser's part of this Agreement, said Deposit shall be paid to Seller.
3. **Possession:** Purchaser shall take possession of the Property at Closing.
4. **Evidence of Title:** Within ten (10) days from the Effective Date of this Agreement, as evidence of title, Seller shall furnish Purchaser with any title insurance policies, surveys, abstracts or other reports of title relating to the Property and, within twenty (20) days thereafter, Purchaser shall obtain, at Purchaser's expense, a Commitment for the issuance of an Owner's Policy of Title Insurance in the full amount of the Purchase Price. The Commitment shall show Seller to hold marketable title in fee simple to the Property, free and clear from all liens, leases, subleases and encumbrances whatsoever except for:
- a. zoning ordinances, easements, agreements, and restrictions of record that do not interfere with Purchaser's intended use;
 - b. property taxes due and payable after the Closing date;
 - c. any mortgage liens that are to be paid in full by Seller and released at Closing;
 - d. any leases and subleases currently in effect that cover the Property that are to be terminated on or before Closing.

At Closing, and at Purchaser's election, Purchaser shall furnish and pay for an Owner's Title Insurance policy [ALTA 2006 Policy Form (6-17-06)] in the amount of the Purchase Price. The title commitment shall be endorsed as of 8:00a.m. on the business day prior to the date of Closing, all in accordance with the standards of the Alabama Bar Association.

If title to all or part of the Property is unmarketable, as determined by relevant law, or is subject to liens, encumbrances, easements, conditions, restrictions, or encroachments other than those excepted in this Agreement, Seller shall, within thirty (30) days after written notice thereof, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction, or encroachment, or shall obtain title insurance without exception therefore or with affirmative coverage for any such exception being provided by the title insurer that is acceptable to Purchaser in its sole discretion. At Closing, Seller shall sign an Affidavit with respect to off-record title matters in accordance with community custom.

Purchaser shall obtain a current boundary survey and shall also provide a Certificate to Subdivide the Property, locating the boundaries of the Property and all easements and

road rights – of – way as disclosed in the evidence of title to be provided. Boundary survey and the Certificate to Subdivide shall be at Purchaser's expense.

5. Deed: Seller shall convey to Purchaser marketable title in fee simple by transferable and recordable general warranty deed, free and clear of all liens, leases, subleases and encumbrances not excepted by this Agreement.

6. Taxes and Assessments: At Closing, Seller shall pay, or credit against the Purchase Price, all delinquent taxes, including penalties and interest, all assessments that are a lien as of the date of this Agreement prior to Closing and also a portion thereof for the year of Closing, prorated through the date of Closing and based on a 365 – day year and, if undetermined, based on the date of accrual and the most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified. Seller warrants that no improvements, or services (site or area) have been installed or furnished, nor has Seller received notification from any public authority or owner's association of future improvements of which any part of the costs may be assessed against the Property, other than those disclosed herein.

7. Damage or Destruction of Property: Risk of loss to the Property and appurtenances shall be borne by Seller until Closing.

8. Hazardous Substances: Within ten (10) days of the Effective Date hereof, Seller shall provide to Purchaser all tests, results of tests, correspondence, and information that Seller has concerning the presence or possible presence of hazardous substances (including petroleum hydrocarbons) or the investigation for hazardous substances on the Property, if any. The information shall include all correspondence, reports, and test results obtained from the previous owner or any previous prospective purchaser, that were provided to Seller, and shall also include any and all correspondence between Seller and any governmental entity concerning the presence of hazardous substances on the Property and any remedy of it.

9. Purchaser Contingencies: Purchaser's obligations under this Agreement are subject to the satisfaction of the following contingencies ("Purchaser Contingencies") on or before January 7, 2015, ("Purchaser's Contingency Period"). Purchaser Contingencies are:

- a. Purchaser, in its sole and absolute discretion, determining the acceptability of the results of any tests and / or inspections it may make. If said results are not acceptable to Purchaser, then Purchaser shall have the right, upon written notice to Seller, to cancel this Agreement.
- b. Purchaser verifying that the Property is zoned to allow Purchaser's intended use. Purchaser and Seller agree that the acceptability of zoning includes not only permission to use the Property for Purchaser's intended use, but also permission

to construct Purchaser's site plan including, but not limited to, access, parking, signage, architectural requirements of the building, and lighting.

- c. Purchaser receiving and approving the evidence of title provided by Purchaser's Title Company pursuant to Paragraph four (4) hereof.
- d. Purchaser approving the current boundary survey and Certificate to Subdivide obtained and delivered to Purchaser, at Purchaser's expense. Within thirty (30) days of the Effective Date hereof, Purchaser shall provide an exact boundary survey of the Property locating all easements, and encroachments for Purchaser's approval. Said survey shall be prepared and certified under the signature and seal of a registered Alabama surveyor. The Certificate to Subdivide once approved by the City of Decatur shall be held by the Escrow Agent until Closing. The Certificate to Subdivide shall be recorded in the Morgan County Probate Office, at Purchaser's expense, at the same time the deed conveying the Property to Purchaser is recorded.
- e. Purchaser verifying that all utilities, sanitary sewer, storm sewer, electric, and water are available to the perimeter of the Property and in quantities to accommodate Purchaser's intended use.
- f. Purchaser obtaining an acceptable Phase I Environmental Study and a Traffic Study at Purchaser's expense.
- g. Purchaser's Board approval authorizing the Purchase.
- h. Purchaser shall have received from the State Superintendent of Education and any other federal and state agencies, if required by law or regulation permission to use the Property and improvements to be constructed thereon as a public high school.
- i. Purchaser shall have received approval from the City of Decatur Planning Commission and the Decatur City Council rezoning the Property to "Institutional District".

If any of the above contingencies are not fulfilled on or before the end of the Purchaser's Contingencies Period, Purchaser shall be entitled to terminate this Agreement and in such event Escrow Agent shall return to Purchaser the Deposit Purchaser placed with the Escrow Agent within five (5) business days after demand by Escrow Agent.

10. **Seller Contingency:** Seller's obligations under this Agreement are subject to the following contingency:

- a. Seller obtaining approval by the City Council of the City of Decatur, Alabama that Seller's "Remainder Property A" being retained by Seller as shown on Exhibit "B" attached hereto and incorporated herein by reference, which is located at 3030 Modaus Road, Decatur, Alabama 35603, shall be in

compliance with Sections 2.5-3(a)(2)c. and 25-9.1 of the Code of the City of Decatur if the following man-made barrier separates "Remainder Property A" and the Property or any other property purchased by Purchaser which adjoins "Remainder Property A":

A continuous eight (8) foot fence with landscape buffer to include trees at minimum of twenty-five (25) feet on center.

Purchaser agrees that it will inform the Decatur City Council of its approval of the above described man-made barrier separating "Remainder Property A" and the Property or any other property purchased by Purchaser which adjoins "Remainder Property A" and that Purchaser requests the City Council to approve said man-made barrier. Further, if after the Property is conveyed to Purchaser, or after Purchaser acquires any other property which adjoins "Remainder Property A", the Decatur City Council reconsiders the above referenced man-made barrier after the Decatur City Council approved said man-made barrier, Purchaser will inform the Decatur City Council of its approval of the above described man-made barrier separating "Remainder Property A" and the Property or any other property purchased by Purchaser which adjoins "Remainder Property A" and that Purchaser requests the Decatur City Council to approve said man-made barrier.

Purchaser agrees that it will construct and maintain at its sole cost the man-made barrier required by the Decatur City Council to separate "Remainder Property A" and the Property or any other property purchased by Purchaser which adjoins "Remainder Property A".

If the above contingency is not fulfilled on or before January 7, 2015, Seller in their sole discretion shall be entitled to terminate this Agreement and in such event Escrow Agent shall return to Purchaser the Deposit within five (5) business days after demand by Purchaser to Escrow Agent. Seller in its sole discretion may waive compliance of this contingency.

11. **Restrictions on Use:** Purchaser and Seller agree to the following restrictions on the use of the Property:

- a. No permanent structures shall be erected on the Property within two hundred feet (200') from the boundary line of the "Remainder Property A" being retained by Seller, as shown on Exhibit "B" or any other property purchased by Purchaser which adjoins "Remainder Property A".
- b. No lighted areas (except for parking lots or sidewalks, which are permitted), such as ball fields, ballparks, playground areas, and any other obnoxious or otherwise offensive uses shall be placed within two hundred feet of the east Property line dividing the Property and the "Remainder Property B" being retained by Seller, as shown on Exhibit "B". Furthermore, the east Property line dividing the Property and the "Remainder Property B" being retained by Seller, as shown on Exhibit

"B" shall be landscaped by Purchaser according to the minimum standards found in Section 25-16.9 of the Zoning Ordinance Code for the City of Decatur.

- c. These restrictions shall be included in the deed as restrictions that run with the land.

12. **Restriction on Use:** Purchaser and Seller agree to the following restrictions on the use of Seller's "Remainder Property A":

- a. No business shall locate on Seller's "Remainder Property A" that is considered to be a check cashing, title pawn, pawn shop, stand alone night club or lounge, except for a lounge located on the ground floor inside a hotel or motel, tattoo shop, mobile home park, billiard parlor or pool hall, adult bookstore or establishment selling, exhibiting or distributing pornographic or obscene materials, establishment that hosts obscene, nude or semi nude live performances, psychic or tarot card reader, fortuneteller or palm reader business, so-called "head shop", or manufacturing facility. The provisions of this paragraph shall not prohibit the sale of alcoholic beverages for on or off premises consumption so long as the sale of alcoholic beverages for on or off premises consumption of alcohol is otherwise allowed by law and the ordinances of the City of Decatur, Alabama.
- b. These restrictions shall be included in a separate instrument to be executed by Seller and recorded at the same time that the deed conveying the Property to Purchaser is recorded. These restrictions shall run with the land and shall be for the benefit of Purchaser and the owner(s) of the Property, or any portion thereof.
- c. Seller agrees that the appearance of any improvements to be constructed on "Remainder Property A" will complement the planned improvements by Purchaser on the Property.

13. **Cooperation:**

- a. Seller shall furnish Purchaser, upon request, with copies of all available plans, specifications, drawings, surveys, title work, zoning reports, and other information regarding taxes and other related expenses at the Property over the past two (2) years, if available.
- b. At Closing, Seller shall join in the execution of any and all documents necessary to fulfill the conditions precedent set forth above. Purchaser shall have the right to waive any or all of the conditions precedent to its obligations hereunder and to close this transaction as though such conditions precedent had been met.
- c. Purchaser may, through its agents, servants, employees, and engineers, at its sole expense, enter into and upon the Property for the making such surveys, maps,

drawings, and the collection of engineering data, including an environmental site assessment as it may in its sole discretion require during the Purchaser's Contingency Period; provided, however, that Purchaser shall cause no substantial or material damage to the Property, and the Property shall be restored by Purchaser to its former condition after the examination surveys, etc., are completed, except for the usual and ordinary changes caused by such inspections and test.

14. **Miscellaneous:** This Agreement constitutes the entire Agreement of the parties, and there are no representations, oral or written, that have not been incorporated herein. Time is of the essence in all provisions of this Agreement. All of the provisions of this Agreement shall survive the Closing.

15. **Attorneys' Fees, Expenses, or Brokerage Fees:** Each party to this Agreement shall be responsible for attorneys' fees and other expenses incurred by them, except in the event of default, then, the non-defaulting party shall be entitled to recover such costs, including its reasonable attorneys' fees incurred as a result of such default from the defaulting party. Each party agrees to indemnify and hold harmless the other in the event a claim is made for any commissions or other compensation incurred by them in connection with this transaction. Each party represents to the other that no brokers have been involved in this transaction except as identified in Paragraph 18.

16. **Closing:** This Agreement shall be performed and the transaction closed on or before January 15, 2015. Consistent with other provisions of this Agreement, costs of Closing shall be allocated as follows:

Sales commission:	NA
Items payable in connection with any loan:	Purchaser
Items required by lender to be paid in advance:	Purchaser
Reserves deposited with lender:	Purchaser
Title Charges:	
Settlement or Closing Fee:	Purchaser
Title Examinations:	Purchaser
Title Insurance Binder:	Purchaser
Document Preparation:	Seller (for deed)
Attorney Fees:	By party incurring charge
Title Insurance Policy Costs	Purchaser
Recording Fees:	
Deed:	Purchaser

Mortgage:	Purchaser
Releases:	Seller
State Tax:	Purchaser

Survey and Certificate to Subdivide: Purchaser

Other costs shall be paid according to community custom and the intent of this Agreement.

17. **Seller's Representations and Warranties:** In addition to any other representation, warranty, and certification of Seller as set forth in this Agreement, Seller hereby represents, warrants, and certifies as follows:

- a. All statements made herein are true and correct, and the information to be provided by Seller to Purchaser pursuant to this Agreement and relating to the Property does not and will not contain any statement, which at the time and in light of the circumstances under which it was made, is false or misleading with respect to any material fact or fails to state any material fact (that is known) necessary in order to make any statement contained therein not false or misleading in any material respect.
- b. Seller shall immediately notify Purchaser of any material change in respect to the Property, or any information heretofore or hereafter furnished to Seller by anyone in respect to the Property including, but not limited to the title insurance commitment hereunder.
- c. Seller has full right, power, and authority to execute, deliver, and to perform this Agreement without obtaining any consensus or approvals from, or the taking of any other actions with respect to, any third parties, as described herein (or if any such consensus, approvals, or other actions are required, the same will be accomplished prior to the Closing date). This Agreement, when executed and delivered by Seller and Purchaser, will constitute the valid and binding Agreement of Seller and Purchaser enforceable against Seller and Purchaser in accordance with its terms.
- d. There is no pending condemnation or similar proceeding affecting the Property or any portion thereof or access thereto, nor does Seller have any knowledge that any such action is presently contemplated.

18. **Purchaser's Representations, Warranties and Certifications:** In addition to any other representation, warranty, and certification of Purchaser, as set forth in this Agreement, Purchaser hereby represents, warrants, and certifies as follows that:

- a. Purchaser is a validly existing entity in good standing and with full authority to execute this Agreement.

b. Except as otherwise stated herein, Purchaser has the full right, power, and authority to execute deliver, and to perform this Agreement without obtaining any consensus, approvals from, or the taking of any other actions with respect to any third parties (or if any such consensus, approvals, or other actions are required, the same will be accomplished prior to the Closing date). This Agreement, when executed and delivered by Seller and Purchaser, will constitute the valid and binding Agreement of Seller and Purchaser enforceable against Seller and Purchaser in accordance with its terms.

19. Notices: Any notices provided for herein shall be in writing and shall be delivered by overnight delivery service, postage prepaid, addressed to the parties as follows:

If to Seller: Neal A. Holland, Jr.
Post Office Box 1948
Decatur, Alabama 35602

If to Purchaser: Decatur City Board of Education
302 4th Avenue, N.E.
Decatur, Alabama 35601
Attention: Dr. Ed Nichols, Superintendent

20. Sales Commission: N.A.

AGENCY DISCLOSURE (required by Alabama law, § 34-27-80, et. seq.)

Print name of Listing Company: N.A.

The listing agent is an agent of (check one):

Seller: _____

Purchaser: _____

Both parties as a limited consensual dual agent: _____

Neither party, and is acting as a transaction broker: _____

Print name of Selling Company: N.A.

The selling company, if any, is an agent of (check one):

Seller: _____

Purchaser: _____

Both parties as a limited consensual dual agent: _____

Neither party, and is acting as a transaction broker: _____

Seller's Initials: _____; Purchaser's Initials: _____

21. Effective Date: This Agreement has an Effective Date as of the later date of signature or execution, as shown hereon.

22. 1031 Exchange: If requested by Seller(s), Buyer agrees to participate with Seller(s) in a like-kind exchange under the provisions of § 1031 of the Internal Revenue

code and take any reasonable actions necessary, including the execution of appropriate documents, to assist Seller(s) provided that the same can be accomplished at no cost, expense, liability or delay to Buyer. Likewise, if requested by Buyer, Seller(s) agree to participate with Buyer in a like-kind exchange under the provisions of § 1031 of the Internal Revenue Code and take any reasonable actions necessary, including the execution of appropriate documents, to assist Buyer provided that the same can be accomplished at no cost, expense, liability or delay to Seller.

23. **Assignment:** N.A.

24. **Duration of Offer:** **This offer is open for acceptance by the Seller until the 14th day of November, 2014, at 5:00p.m.**

SELLER:

PURCHASER:

By: _____

By: _____

Its: _____

Its: _____

Date of Execution: _ _ _ _ _

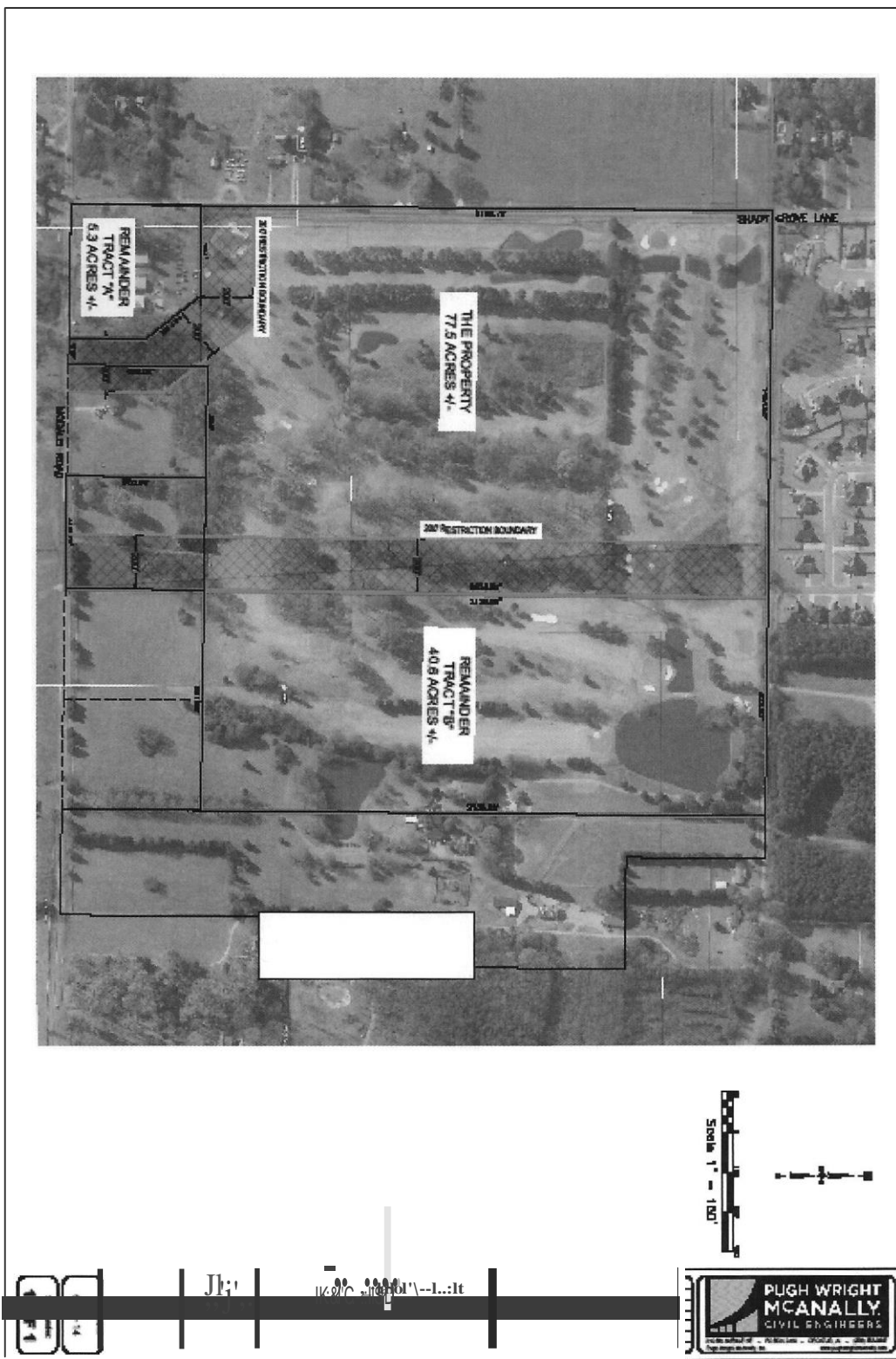
Date of Execution: _ _ _ _ _

Witness: _ _ _ _ _

Witness: _ _ _ _ _

EXHIBIT "A"

EXHIBIT "B"



A"IT'O" NV::>W
J.HmM H'DOd

CONFIDENTIAL DRAWING
DATE: 08/20/14
DRAWN BY: JH
CHECKED BY: JH
SCALE: 1"=100'

DATE: 08/20/14
DRAWN BY: JH
CHECKED BY: JH
SCALE: 1"=100'

DATE: 08/20/14
DRAWN BY: JH
CHECKED BY: JH
SCALE: 1"=100'

DATE: 08/20/14
DRAWN BY: JH
CHECKED BY: JH
SCALE: 1"=100'

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Remainder
Property "B"

Remainder
Property "A"



77.5 acres ±