

TUSCALOOSA COUNTY COMMISSION
MEETING
JANUARY 23, 2019

TUSCALOOSA COUNTY §
STATE OF ALABAMA §

This being the date and hour to which the Tuscaloosa County Commission adjourned, the County Commission met pursuant to such adjournment with Probate Judge Ward D. Robertson presiding as Chairman. The following members were present:

Stan Acker
Jerry Tingle
Mark C. Nelson
Reginald Murray

Chairman Ward D. "Rob" Robertson read into the record and presented to Mr. Dennis Duncan a proclamation proclaiming February 2019, as "CAREER AND TECHNICAL EDUCATION MONTH."

Commissioner Mark C. Nelson moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve the minutes of January 9, 2019.

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to reappoint Ms. Lyda Black and Mr. Ken Swindle to the Department of Human Resources Board. Their term will expire September 1, 2024.

Commissioner Mark C. Nelson moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to go into Executive Session prior to the end of this meeting to discuss a personnel matter.

Commissioner Mark C. Nelson moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve a request for a one-year extension of a performance bond for Glen Ridge Subdivision, District III.

Upon request by Chief Financial Officer Bill Lamb, Commissioner Jerry Tingle moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize purchase of property adjacent to the Tuscaloosa County Jail in the amount of \$91,975.00.

Exhibit 1-1, Page

Commissioner Mark C. Nelson moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to depart from the order of business set forth in the official agenda to discuss the transfer of allocated funds to the Retirement Systems of Alabama.

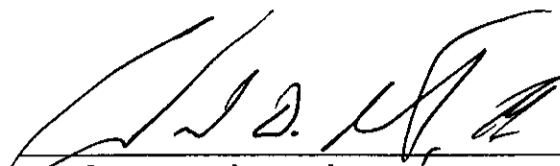
Commissioner Mark C. Nelson moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to authorize the transfer of funds previously allocated to the Retirement Systems of Alabama, in the amount of \$3,000,000.00, in order to address the deficit in the Tuscaloosa County fund.

The Commission retired into Executive Session.

Following Executive Session, Chairman Ward D. "Rob" Robertson called the Commission back to order.

Commissioner Stan Acker moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to adjourn the meeting of the Tuscaloosa County Commission.

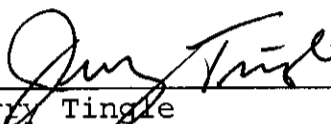
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, February 6, 2019.



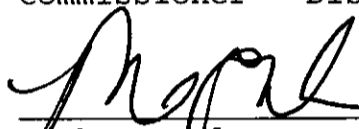
Ward D. "Rob" Robertson
Judge of Probate
Chairman Tuscaloosa County Commission



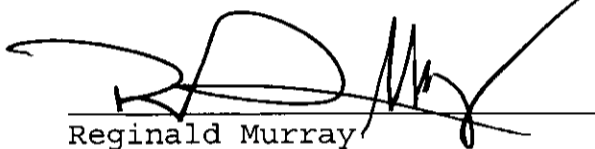
Stan Acker
Commissioner - District I



Jerry Tingle
Commissioner - District II



Mark C. Nelson
Commissioner - District III



Reginald Murray
Commissioner - District IV

Tuscaloosa County Commission
 DETAIL ACCOUNT INQUIRY BY FUND/DEPARTMENT

FY 2018-2019

10/01/2018 TO 09/30/2019

001-51100-5110-000 DIRECT LAND COST			BUDGET	YTD AMT	ENC AMT	REMBAL	
			0.00	91,805.42	0.00	-91,805.42	
DATE	MOD	REFERENCE	JE # or VOUCHER#	CHECK#	DEBIT	CREDIT	BALANCE
		BALANCE FORWARD					0.00
01/07/2019	AP	PRITCHETT MOORE, INC. 1000-16TH-ST	187798	40774	1,000.00		1,000.00
01/17/2019	AP	GVI APPRAISALS, INC. 19975-19	188589	40979	500.00		1,500.00
01/29/2019	AP	ROSEN HARWOOD, PA / ROBERT SPENCE J/	188701	41052	90,305.42		91,805.42
SUBTOTALS FOR ACCOUNT 001-51100-5110-000 :					91,805.42	0.00	
					<u>91,805.42</u>	<u>0.00</u>	

Bill Lamb

From: Jennifer Crabtree <jcrabtree@rosenharwood.com>
Sent: Thursday, January 24, 2019 2:10 PM
To: dhubbertsold@aol.com; shane@spillerfurniture.com; Bill Lamb; Robert M. Spence
Cc: Matt Tompkins
Subject: Tuscaloosa Co. Comm. purchase
Attachments: 19-060.pdf

Tuscaloosa County Commission

This email originated from outside of the organization. Do Not click links or open attachments unless you recognize the sender and know the content is safe.

I'm attaching for review the closing statement for this transaction. We are scheduled to close on 1/30 at 10am. I understand that Melvin Vines will be signing for Buyer and Shane Spiller will be signing for seller.

Cash from borrower is \$90,305.42. Check needs to be payable to Rosen Harwood, P.A.

Please let me know if anybody sees any changes that need to be made.

Thanks,

Jennifer

Desc: Spiller Purchase



Jennifer T. Crabtree
Attorney
2200 Jack Warner Parkway, Suite 200
Tuscaloosa, Alabama 35401
O: 205.344.5000 | F: 205.345.5198
D: 205-469-2375
jcrabtree@rosenharwood.com
www.RosenHarwood.com

SRCE H2 Run # _____
Vendor # 21456 PO # _____
Acct # 001-51100-511
Rec'd By Ry Co. Comm. BK # _____
Approved For Payment 1-25-19

H2

114. * Jan 30 2018

CONFIDENTIAL: ATTORNEY-CLIENT PRIVILEGED; ATTORNEY WORK PRODUCT
The information contained in this message and any attachment is attorney-client privileged and/or confidential information and is protected from disclosure. The information is intended for the use of the individual(s) or entity named above. If you are not the intended recipient, you are hereby notified that any use, disclosure, dissemination, distribution or copying of this message and any attachment is strictly prohibited. Please reply to the sender that you received this transmission in error and then delete it.

Rosen Harwood, P.A.
BORROWER'S AND SELLER'S COMBINED CLOSING STATEMENT

B. Type of Loan							
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> R-HS	3. <input type="checkbox"/> Conv. Unins.	6. File Number 19-080	7. Loan Number	8. Mortgage Insurance Case Number		
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.						
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.							
D. Name and Address of Borrower Tuscaloosa County Commission 714 Greenstone Avenue Tuscaloosa, AL 35401			E. Name and Address of Seller Spiller Investments, Inc. 16th St. & Ty Rogers Ave. Tuscaloosa, AL 35401		F. Name and Address of Lender CASH		
G. Property Location 16th St. & Ty Rogers Ave. Tuscaloosa, AL 35401				H. Settlement Agent (205)344-5000 ROSEN HARWOOD, P.A. 2200 Jack Warner Parkway, Suite 200 Tuscaloosa, AL 35401			
				Place of Settlement 2200 Jack Warner Parkway, Suite 200 Tuscaloosa, Alabama 35401		I. Settlement Date 01/30/19 DC: 01/30/19	
J. SUMMARY OF BORROWER'S TRANSACTION:				K. SUMMARY OF SELLER'S TRANSACTION:			
100. GROSS AMOUNT DUE FROM BORROWER				400. GROSS AMOUNT DUE TO SELLER			
101. Contract sales price				401. Contract sales price			
102. Personal property				402. Personal property			
103. Settlement charges to borrower (line 1400)				403.			
104.				404.			
105.				405.			
Adjustments for items paid by borrower in advance				Adjustments for items paid by seller in advance			
106. City/town taxes to				406. City/town taxes to			
107. County taxes to				407. County taxes to			
108. Assessments to				408. Assessments to			
109.				409.			
110.				410.			
111.				411.			
112.				412.			
120. GROSS AMOUNT DUE FROM BORROWER				420. GROSS AMOUNT DUE TO SELLER			
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER				500. REDUCTIONS IN AMOUNT TO SELLER			
201. Deposit or earnest money				501. Excess Deposit (see instructions)			
202. Principal amount of new loan(s)				502. Settlement charges to seller (line 1400)			
203. Existing loan(s) taken subject to				503. Existing loans taken subject to			
204.				504. Payoff of first mortgage loan			
205.				505. Payoff of second mortgage loan			
206.				506.			
207.				507. Deposit being disbursed as proceeds (1,000.00)			
208.				508.			
209.				509.			
Adjustments for items unpaid by borrower				Adjustments for items unpaid by seller			
210. City/town taxes to				510. City/town taxes to			
211. County taxes 10/01/2018 to 01/30/2019				511. County taxes 10/01/2018 to 01/30/2019			
212. Assessments to				512. Assessments to			
213.				513.			
214.				514.			
215.				515.			
216.				516.			
217.				517.			
218.				518.			
219.				519.			
220. TOTAL PAID BY / FOR BORROWER				520. TOTAL REDUCTION AMOUNT DUE SELLER			
300. CASH AT SETTLEMENT FROM OR TO BORROWER				600. CASH AT SETTLEMENT TO OR FROM SELLER			
301. Gross amount due from borrower (line 120)				601. Gross amount due to seller (line 420)			
302. Less amounts paid by/for borrower (line 220)				602. Less reduction amount due to seller (line 520)			
303. CASH FROM BORROWER				603. CASH TO SELLER			

BORROWER'S AND SELLER'S COMBINED CLOSING STATEMENT

L. SETTLEMENT CHARGES:		File Number: 19-000	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
		\$1,000.00 @ 3.00 = 4,550.00		
700.	Total Real Estate Broker Fees			
Division of commission (line 700) as follows:				
701.	\$ 4,550.00 to Pritchett-Woods, Inc.			
702.	\$ to			
703.	Commission paid at Settlement			4,550.00
704.				
705.				
800. Items Payable in Connection with Loan		P.O.C.		
801.	Our origination charge	\$		
802.	Your credit or charge (points) for the specific interest rate chosen	\$		
803.	Your adjusted origination charges			
804.	Appraisal Fee			
805.	Credit Report			
806.	Tax service			
807.	Flood certification			
808.				
809.				
810.				
811.				
812.				
813.				
814.				
900. Items Received by Lender to Be Paid in Advance				
901.	Daily interest charges from to @ \$ /day			
902.	Mortgage Insurance Premium for to			
903.	Homeowner's Insurance for to			
904.				
905.				
1000. Reserves Deposited with Lender				
1001.	Initial deposit for your escrow account			
1002.	Hazard Insurance mo. @ \$ per mo. \$			
1003.	Mortgage Insurance mo. @ \$ per mo. \$			
1004.	City property taxes mo. @ \$ per mo. \$			
1005.	County property taxes mo. @ \$ per mo. \$			
1006.	Annual Assessments mo. @ \$ per mo. \$			
1007.	mo. @ \$ per mo. \$			
1008.	mo. @ \$ per mo. \$			
1009.	Advance Adjustment \$			
1100.	Title Charges			
1101.	Title services and lender's title insurance			
1102.	Settlement or closing fee			
1103.	Owner's title insurance Guaranty Title, Inc.			318.00
1104.	Lender's title insurance			
1105.	Lender's title policy limit			
1106.	Owner's title policy limit \$1,000.00 — 318.00			
1107.	Agent's portion of the total title insurance premium Guaranty Title, Inc.	\$ 238.25		
1108.	Underwriter's portion of the total title insurance premium First American Title Ins. Co.	\$ 79.75		
1109.	Attorney Fee Rosen Harwood, P.A.		278.00	
1110.	Document Preparation Rosen Harwood, P.A.		100.00	
1111.	Title Examination Rosen Harwood, P.A.			250.00
1112.	Deed Preparation			
1113.	Title administration Rosen Harwood, P.A.			75.00
1200. Government Recordings and Transfer Charges				
1201.	Government recording charges			15.00
1202.	Deed \$ 15.00 Mortgage \$ Release \$			
1203.	Transfer taxes			91.00
1204.	City/County stamps Deed \$ 91.00 Mortgage \$			
1205.	State notary stamp Deed \$ Mortgage \$			
1206.				
1207.				
1208.				
1300. Additional Settlement Charges				
1301.	Required services that you can shop for			
1302.	Survey Herndon Hills and Associates Inc			800.00
1303.				
1304.				
1305.				
1306.				
1307.				
1308.				
1499.	Total Settlement Charges (enter on lines 103, Section J and 902, Section K)		491.00	5,794.00

TUSCALOOSA COUNTY COMMISSION
 PO BOX 20113
 TUSCALOOSA, AL 35402-0113

ACCOUNTS PAYABLE

VENDOR NAME		VENDOR NO	REFERENCE NO.	CLAIM DATE	CHECK DATE	CHECK NO
ROSEN HARWOOD,PA / ROBERT SPENI		21456			01/29/19	41052
INVOICE NO.	INVOICE DATE	PO NO.	DESCRIPTION			AMOUNT
JAN302018	01/29/19		001-51100-5110-000 SPILLER PURCHASE			\$90,305.42
					TOTAL	\$90,305.42

RETAIN THIS PART FOR REFERENCE



TUSCALOOSA COUNTY COMMISSION
 PO BOX 20113
 TUSCALOOSA, AL 35402-0113
 GENERAL FUND

FIRST NATIONAL BANK
 OF CENTRAL ALABAMA

61-170
 622

CHECK NO.
41052

DATE	AMOUNT
01/29/19	\$90,305.42

PAY \$*****90,305 DOLLARS AND 42 CENTS

TO THE ROSEN HARWOOD,PA / ROBERT SPENCE
 ORDER P O BOX 2727
 OF TUSCALOOSA, AL 35403-2727

FILE COPY



TUSCALOOSA COUNTY COMMISSION
 PO BOX 20113
 TUSCALOOSA, AL 35402-0113

ROSEN HARWOOD,PA / ROBERT SPENCE
 P O BOX 2727
 TUSCALOOSA, AL 35403-2727

TUSCALOOSA COUNTY COMMISSION
 PO BOX 20113
 TUSCALOOSA, AL 35402-0113

ACCOUNTS PAYABLE

VENDOR NAME		VENDOR NO	REFERENCE NO.	CLAIM DATE	CHECK DATE	CHECK NO
GVI APPRAISALS, INC.		23786			01/17/19	40979
INVOICE NO.	INVOICE DATE	PO NO.	DESCRIPTION			AMOUNT
19975-19	01/14/19		001-51100-5110-000 WAREHOUSE APPR'L			\$500.00
					TOTAL	\$500.00

RETAIN THIS PART FOR REFERENCE



TUSCALOOSA COUNTY COMMISSION
 PO BOX 20113
 TUSCALOOSA, AL 35402-0113
 GENERAL FUND

FIRST NATIONAL BANK
 OF CENTRAL ALABAMA

61-170
 622

CHECK NO.
40979

DATE	AMOUNT
01/17/19	\$500.00

PAY \$*****500 DOLLARS AND 00 CENTS

TO THE GVI APPRAISALS, INC.
 ORDER PO BOX 3244
 OF TUSCALOOSA, AL 35403

FILE COPY



TUSCALOOSA COUNTY COMMISSION
 PO BOX 20113
 TUSCALOOSA, AL 35402-0113

GVI APPRAISALS, INC.
 PO BOX 3244
 TUSCALOOSA, AL 35403

FROM:		INVOICE																													
GVI Appraisals, Inc. GVI Appraisals, Inc. PO Box 3244 Tuscaloosa, AL 35403-3244 Telephone Number: (205) 391-0460 Fax Number:		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="2" style="text-align: center;">INVOICE NUMBER</td></tr> <tr><td colspan="2" style="text-align: center;">19975-19</td></tr> <tr><td colspan="2" style="text-align: center;">DATES</td></tr> <tr><td>Invoice Date:</td><td style="text-align: right;">01/14/2019</td></tr> <tr><td>Due Date:</td><td style="text-align: right;">Mgt 30 Days</td></tr> <tr><td colspan="2" style="text-align: center;">REFERENCES</td></tr> <tr><td>Internal Order #:</td><td style="text-align: right;">19975-19</td></tr> <tr><td>Vendor Order #:</td><td></td></tr> <tr><td>Client File #:</td><td></td></tr> <tr><td>File #/Case #:</td><td></td></tr> <tr><td>Sub File # or Item:</td><td style="text-align: right;">19975-19</td></tr> <tr><td>Other File # or Item:</td><td></td></tr> <tr><td>Federal Tax ID:</td><td style="text-align: right;">27-4263883</td></tr> <tr><td>Employee ID:</td><td></td></tr> </table>		INVOICE NUMBER		19975-19		DATES		Invoice Date:	01/14/2019	Due Date:	Mgt 30 Days	REFERENCES		Internal Order #:	19975-19	Vendor Order #:		Client File #:		File #/Case #:		Sub File # or Item:	19975-19	Other File # or Item:		Federal Tax ID:	27-4263883	Employee ID:	
INVOICE NUMBER																															
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Vendor Order #:																															
Client File #:																															
File #/Case #:																															
Sub File # or Item:	19975-19																														
Other File # or Item:																															
Federal Tax ID:	27-4263883																														
Employee ID:																															
TO: Bill Lamb Tuscaloosa County Commission 714 Greensboro Ave Tuscaloosa, AL 35401 E-Mail: bill@tusccc.com Telephone Number: 205-361-6262 Fax Number: Account Number:																															
DESCRIPTION																															
Lender: Tuscaloosa County Commission Payer/Drawer: Tuscaloosa County Commission Property Address: 2606 18th St City: Tuscaloosa County: Tuscaloosa Legal Description:		Client: Tuscaloosa County Commission State: AL Zip: 35401																													
FEES		AMOUNT																													
Warehouse Appraisal		500.00																													
SRCE <u>H2</u> Run # _____ Vendor # <u>23786</u> PO # _____ Acct # <u>001-51100-511</u> Rec'd By <u>[Signature]</u> BK # _____ Approved For Payment																															
SUBTOTAL		500.00																													
PAYMENTS		AMOUNT																													
Check #:	Date:	Description:																													
Check #:	Date:	Description:																													
Check #:	Date:	Description:																													
SUBTOTAL		0.00																													
TOTAL DUE		\$ 500.00																													

TUSCALOOSA COUNTY COMMISSION
 PO BOX 20113
 TUSCALOOSA, AL 35402-0113

ACCOUNTS PAYABLE

VENDOR NAME		VENDOR NO	REFERENCE NO.	CLAIM DATE	CHECK DATE	CHECK NO
PRITCHETT MOORE, INC.		02050			01/07/19	40774
INVOICE NO.	INVOICE DATE	PO NO.	DESCRIPTION			AMOUNT
1000-18TH-ST	01/07/19		001-51100-5110-000 EARNEST MONEY DPYM			\$1,000.00
					TOTAL	\$1,000.00

RETAIN THIS PART FOR REFERENCE



TUSCALOOSA COUNTY COMMISSION
 PO BOX 20113
 TUSCALOOSA, AL 35402-0113
 GENERAL FUND

FIRST NATIONAL BANK
 OF CENTRAL ALABAMA

61-179
 622

CHECK NO.
40774

DATE	AMOUNT
01/07/19	\$1,000.00

PAY \$*****1,000 DOLLARS AND 00 CENTS

TO THE PRITCHETT MOORE, INC.
 ORDER P O BOX 2086
 OF TUSCALOOSA, AL 35403

FILE COPY



TUSCALOOSA COUNTY COMMISSION
 PO BOX 20113
 TUSCALOOSA, AL 35402-0113

PRITCHETT MOORE, INC.
 P O BOX 2086
 TUSCALOOSA, AL 35403

Date of Estimate: 11-29-14
 Property: 1679 ST
 Purchaser: Twp. Co Commission
 Seller: SPINER Investments
 Prepared By: Darrell Hubbert

MONTHLY PAYMENTS:
 Principal & Interest \$ _____
 Property Taxes (_____ Per Year) .. \$ _____
 Hazard Insurance (_____ Per Year) .. \$ _____
 PMI/MIP/VA Funding \$ _____
 Other \$ _____
 Total Monthly Payment
 (Estimated) (PITI) \$ _____

MORTGAGE INFORMATION:
 Sales Price \$ 91,000
 Less Down Payment \$ _____
 Amount of Loan \$ _____
 Term of Loan _____ Years _____ % interest
 Fixed Rate _____ ARM _____ Other _____
 Type of Loan CASH

ESTIMATED PREPAID ITEMS:
 1 Year's Hazard Insurance \$ _____
 Months Property Taxes \$ _____
 Months Hazard Insurance \$ _____
 Months PMI/MIP/VA \$ _____
 Total \$ _____

ESTIMATED CLOSING COSTS:
 Title Examination \$ SELLER
 Title Insurance \$ _____
 Mortgage Coverage \$ _____
 Owners Coverage \$ SELLER
 Deed Recording Fee \$ 200
 Mortgage Recording Fee \$ _____
 Attorney's Closing Fees \$ 375
 Loan Fee or Origination Fee \$ _____
 Appraisal \$ 400
 Survey \$ SELLER
 Credit Report \$ _____
 Termite Letter or Certificate \$ _____
 Private Mortgage Insurance \$ _____
 Tax Service \$ _____
 Processing Fee \$ _____
 Flood Certificate \$ _____
 Underwriting Fee \$ _____
 Discount Points \$ _____
 Document Preparation \$ _____
 Lender Inspection \$ _____
 Other \$ _____
 Total (Estimated) \$ 975

CASH REQUIREMENTS:
 Total Sales Price \$ 91,000
 Closing Costs \$ 975
 *Pre-Paid Items \$ _____
 SUBTOTAL \$ 91,975
 Less Amount of Loan \$ _____
 Total Cash Required \$ 91,975
 Less Seller Contribution \$ _____
 Less Earnest Money \$ 1,000
 NEEDED AT CLOSING \$ 90,975

*Does not include prepaid interest of _____ per day. The number of days from closing to the end of the month is not known and may range from 1-31 days.

OFFER H2 Run # _____
 Vendor # _____ PO # _____
 Acct # _____
 Made By W.M. Cantel
 Approved For Payment

The above figures are an Estimate of closing costs in good faith. The actual costs will be calculated at the closing and may be different than estimated here, Attorney fees, surveys, etc. all vary. We believe these figures to be a reasonable estimate, but they cannot be guaranteed. Funds brought to closing should be in the form of cash, bank money order, or certified funds. We, the undersigned, being the prospective Buyers for the above described property hereby acknowledge having received an exact copy of the estimate on 11/29, 2014.

Purchaser: Twp. Co Commission
 Purchaser: W.M. Cantel



Prudential Fritchett-Moore Realty
 1120 Queen City Avenue
 Tuscaloosa, AL 35401
 Office 205 349-8600
 Fax 205 349-8687
 www.prudentialpritchett-moore.com

Darrell Hubbert
 Darrell Hubbert

187798



THIS IS NOT A CONTRACT FOR INFORMATION ONLY

REAL ESTATE BROKERAGE SERVICES DISCLOSURE

*Alabama law requires you, the consumer, to be informed about the types of services which real estate licensees may perform. The purpose of this disclosure is to give you a summary of these services.

A SINGLE AGENT is a licensee who represents only one party in a sale. That is, a single agent represents his or her client. The client may be either the seller or the buyer. A single agent must be completely loyal and faithful to the client.

A SUB-AGENT is another agent/licensee who also represents only one party in a sale. A sub-agent helps represent the same client. The client may be the buyer or the seller. A sub-agent must also be completely loyal and faithful to the client.

A LIMITED CONSENSUAL DUAL AGENT is a licensee for both the buyer and the seller. This may be done only with the written, informed consent of all parties. This type of agent must also be completely loyal and faithful to the client, except where the duties owed to the clients conflict with each other.

A TRANSACTION BROKER assists one or more parties who are customers, in a sale. A transaction broker is not an agent and does not perform the same services of an agent.

*Alabama law imposes the following obligations on all real estate licensees to all parties, no matter their relationship:

- 1. To provide services honestly and in good faith;
2. To exercise reasonable care and skill;
3. To keep confidential any information gained in confidence, unless disclosure is required by law or duty to a client, the information becomes public knowledge or disclosure is authorized in writing;
4. Present all offers promptly to the seller;
5. Answer your questions completely and accurately.

Further, even if you are working with a licensee who is not your agent, there are many things the licensee may do to assist you. Some examples are:

- 1. Provide information about properties;
2. Show property;
3. Assist in making a written offer;
4. Provide information on financing.

You should choose which type of service you want from a licensee, and sign a brokerage service agreement. If you do not sign an agreement, by law the licensee working with you is a transaction broker.

The licensee's broker is required by law to have on file an office policy describing the company's brokerage services. You should feel free to ask any questions you have.

The Alabama Real Estate Commission requires the real estate licensee to sign, date, and provide you a copy of this form. Your signature is not required by law or rule, but would be appreciated.

Name of licensee: DARRELL HUBBARD
Signature: [Handwritten Signature]
Date: 11/29/18
Consumer name: Tuscaloosa County Commission
Signature by: NM [Handwritten Signature]
Date: 12-4-18



Purchase Agreement

STATE OF ALABAMA

Date: 11-28-18

The undersigned Tuscaloosa County Commission (the "Buyer") hereby agree to purchase, and the undersigned Spirit Investments, Inc. (the "Seller") hereby agrees to sell the following described real estate, together with all improvements, except as may be excluded below, (the "Property") situated in the City of Tuscaloosa, County of Tuscaloosa, Alabama, on the terms stated below:

Address: 2 PARCELS - CORNER OF 16th ST + Ty Raper Ave. 35401

Legal Description: Lot Block Section

Subdivision TITL + Van De Graaff Plat/Deed 1 + 2 Page 547 + 33

Other identifying information: ID# 31-08-27-1-001-001,002 + 31-08-27-1-001-002,002

Buyer and Seller acknowledges, in the event this Agreement is cancelled or not closed, fees or costs paid in advance may be non-refundable.

1. THE PURCHASE PRICE SHALL BE: \$ 91,000 -

2. EARNEST MONEY: \$ 1,000 - of the Purchase Price shall be payable by Buyer as Earnest Money as set out herein. The earnest money shall be delivered by Buyer in trust to the (select one) [] Listing Broker [X] Selling Broker [] along with this executed Agreement or [] delivered on or before upon execution (the "Earnest Money Delivery Date"). The Earnest Money will be promptly deposited into the escrow account of the Broker; cash shall be deposited immediately.

Seller may, at Seller's option, cancel this Agreement if the Earnest Money check is rejected by the financial institution upon which it is drawn OR if the Earnest Money is not delivered by Buyer on or before the Earnest Money Delivery Date noted above.

In the event Buyer fails to carry out and perform the terms of this Agreement, the Earnest Money shall be forfeited as liquidated damages per Alabama law at the option of Seller, provided Seller and Buyer agree to the written cancellation of this Agreement.

In the event either Buyer or Seller claim the Earnest Money without the agreement of the other party, the holder of the Earnest Money, in accordance with Alabama Real Estate License Law Rule 790-X-3-.03 (4) (5), must either retain the Earnest Money until there is a written agreement among the parties or interplead the disputed portion of the Earnest Money into Court. The Broker shall be entitled to deduct from the Earnest Money for court costs, attorney fees and

other expenses relating to the interpleader. Buyer and Seller agree and acknowledge that Broker holding the Earnest Money in trust may, at that Broker's option, deliver the Earnest Money directly to the attorney or title company conducting the closing of the transaction, should the Agreement proceed to closing.

Seller Initials _____

Buyer Initials _____

3. **BUYER FINANCING CONTINGENCY (Select one of the following options):**

No Buyer Financing Contingency: Buyer will pay cash for the Property or otherwise have no financing contingency; verification of funds shall be provided to Seller not later than _____ calendar days (5 calendar days if not specified) from Agreement Acceptance Date. Earnest Money shall be nonrefundable in the event Buyer is unable to complete the closing of this agreement due to unavailability of Buyer funds.

Seller Initials _____

Buyer Initials MP

Buyer Financing Contingency: The Buyer intends to finance the purchase with the following type of loan:

Conventional FHA VA Equity Assumption of mortgage USDA

Other _____ Seller financing (See attached addendum).

Seller Initials _____

Buyer Initials _____

Buyer shall apply for financing and provide a letter of pre-approval not later than _____ calendar days (5 calendar days if not specified) from the Agreement Acceptance Date and will provide any and all credit, employment, financial and other information required by the lender. Buyer and Seller acknowledge that letters of pre-approval issued by a lending institution are not warranted by the Brokers and Sales Associates. In the event that the Buyer fails to apply for financing and provide a letter of pre-approval as provided herein, then in such event the Earnest Money shall be nonrefundable to the Buyer, subject to the requirements of Alabama Real Estate License Law Rule #790-x-3-03(4)(5), in the event that the Buyer is unable to secure financing to complete the purchase of the Property.

Seller Initials _____

Buyer Initials _____

Buyer shall have _____ calendar days [NOTE TO DRAFTER - THIS BLANK MUST BE FILLED IN] from Agreement Acceptance Date to exercise its right to cancel and terminate the Agreement under this financing contingency by providing written notice of cancellation to the Seller. If the Buyer does not exercise its right to cancel the Agreement under this contingency by providing written notice to the Seller as provided herein, then this financing contingency will have been waived by the Buyer and thereafter the Earnest Money shall be nonrefundable to the Buyer in the event that the Buyer is unable to secure financing to complete the purchase of the Property. In the event that Buyer shall provide notice of cancellation of the Agreement before the expiration of the financing contingency, then in this event, all earnest money shall be refunded to Buyer, with the concurrence of the Seller in accordance with Alabama Real Estate License Law Rule #790-x-3-03(4)(5).

Seller Initials _____

Buyer Initials _____

4. **APPRAISAL CONTINGENCY:** The Buyer acknowledges that any appraisal of the Property required by the Buyer's lender is used to determine the maximum amount of the loan that such lender can make to the Buyer for the purchase of the Property. Neither the Seller nor the Brokers or their agents warrant the accuracy of any appraisal procured by the Buyer or the value or condition of the Property. (Select one of the following options)

This agreement is not contingent on the property appraising for the purchase price.

This agreement is contingent on the Property appraising for the purchase price or higher; if the Property appraises for less than the purchase price, the Seller may elect to sell for the appraised value. In such case, the Buyer agrees to proceed with the consummation of this Agreement at the appraised value. However, if the Seller does not agree to sell at the appraised value, the Buyer shall have the option of proceeding with the consummation of this

Agreement without regard to the appraised value or terminate the Agreement without penalty, including but not limited to forfeiture of Buyer Earnest Money. If appraisal is less than purchase price, Buyer and Seller shall agree to a mutually acceptable resolution within 5 calendar days (NOTE TO DRAFTER - THIS BLANK MUST BE FILLED IN) of receipt of the appraisal by both parties (5 calendar days if not completed), otherwise this contract shall be deemed cancelled, null, void and of no further effect on Buyer or Seller with refund of earnest money to Buyer in accordance with Alabama Real Estate License Law Rule 790-X-3-.03 (4) (5).

Seller Initials _____

Buyer Initials NMP

5. CLOSING & POSSESSION DATES: The sale shall be closed and the deed delivered on or before 1-15-19 20____, 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; otherwise, possession shall be delivered on CLOSING, 20____, at _____ AM PM CST

Buyer and Seller are fully aware and understand that all funds due at closing, from the Buyer or the Seller, shall be in the form of a cashier's check, certified funds or electronic funds transfer payable to the closing agent/attorney.

If Buyer is to be given possession prior to closing, or if Seller is to remain in possession after closing, it is recommended that the parties enter into a written occupancy agreement. If closing date is changed, possession date may need to be changed accordingly.

Seller Initials _____

Buyer Initials NMP

6. ALLOCATION OF COSTS

SELLER to pay the following expenses:

Deeds Title Insurance, Deed prep, Brokerage Fee
Survey + Pro-Rata Property Taxes

BUYER to pay the following expenses:

Recording + Attorneys Closing Fee

Seller Initials _____

Buyer Initials _____

7. AGENCY DISCLOSURE:

The Listing Company is: _____

The Selling Company is: Reid-H-Moore

(Two blocks may be checked)

- An agent of the Seller
- An agent of the Buyer
- An agent of both the Seller and Buyer, and is acting as a limited consensual dual agent
- Assisting the Buyer Seller as a transaction broker

(Two blocks may be checked)

- An agent of the Seller
- An agent of the Buyer
- An agent of both the Seller and Buyer, and is acting as a limited consensual dual agent.
- Assisting the Buyer Seller as a transaction broker

All parties agree that the Alabama Real Estate Consumer Agency Disclosure Act Rule (RECAD) 790-X-3-.13 (effective August 1, 1988 - Act 98-618) has been explained to them.

Seller Initials _____

Buyer Initials AMY

8. TAX PRORATION, ASSOCIATION FEES AND LEASES: All ad valorem taxes, any association fees, and any rents being collected from existing tenants will be prorated at time of closing. If the actual ad valorem taxes due on the property exceed the estimate of the closing agent used in the proration at closing, the Seller hereby agrees to pay to the Buyer the difference in the amount of the prorated taxes based upon the closing agent's estimate and actual amount of the prorated taxes; if the actual ad valorem taxes due on the property are less than the estimate of taxes the closing agent used in the proration at closing, the Buyer hereby agrees to pay to the Seller the difference in the amount of the prorated taxes based upon the closing agent's estimate and actual amount of the prorated taxes. Existing leases shall be transferred to Buyer at closing. This provision shall survive the closing of this Agreement.

Seller Initials _____

Buyer Initials AMC

9. MERCHANTABLE TITLE: The Seller shall convey good and merchantable title in fee simple to said Property to the Buyer by warranty or other appropriate deed, free of all encumbrances, except as herein stated. In the event that the title is unmerchantable, earnest money shall be refunded to the Buyer and this agreement shall be deemed canceled.

TITLE EVIDENCE: Good and merchantable title to be issued in the form of Owner's Title Insurance and/or Mortgagee Title Insurance. This cost shall be the Buyer Seller. The Property is sold and is to be conveyed subject to any mineral and/or mining rights not owned by Seller. Buyer does does not request an enhanced policy of Owner's Title Insurance. The additional cost of the enhanced policy of Owner's Title Insurance (the amount above the cost of a standard policy of Owner's Title Insurance) shall be paid by the Buyer Seller.

It is the Broker(s) recommendation that the Buyer secure Owner's Title Insurance.

Seller Initials _____

Buyer Initials MMR

10. INSPECTIONS:

A. PROPERTY INSPECTIONS. IT IS RECOMMENDED THAT BUYER HAVE PROFESSIONAL INSPECTIONS PERFORMED ON THE PROPERTY. The Buyer must be satisfied with the condition of the Property based on the Buyer's own inspection(s). Neither Seller nor any broker or salesperson makes any representation or warranties regarding the condition of the Property unless expressly set forth herein. The Closing, or delivery of Possession, whichever first occurs, constitutes acceptance of the Property and releases Seller, Seller's broker and Buyer's broker from liability for the condition of the Property. Buyer and Seller acknowledge and agree that the Brokers nor their agents are licensed or experienced inspectors or examiners of structure, title, survey, etc. and give no warranties or representations regarding any condition of the subject property.

SELLER AGREES TO ENSURE THAT ALL UTILITIES AT THE PROPERTY SHALL BE CONNECTED AND ACTIVE DURING THE INSPECTION PERIOD, and agrees to pay any re-inspection fees if utilities are not active at the time of the Buyer's inspection

Seller Initials _____

Buyer Initials _____

BUYER ELECTS TO PURCHASE THE PROPERTY WITH (select one of the following options):

- NO INSPECTION CONTINGENCY. AS IS WITHOUT RIGHT OF INSPECTION.** Buyer accepts Property in AS IS condition, without regard to any inspections and without reserving any right to cancel or terminate this contract based upon subsequent inspections. Buyer hereby specifically acknowledges that Buyer has waived the right to inspect the Property and waives the right to assert any claims against the brokers related to the condition of the Property.

Seller Initials _____

Buyer Initials _____

- AS IS WITH RIGHT OF INSPECTION.** Buyer reserves the right to conduct any inspections of the Property, including, but not limited to general home inspection, structural inspection, radon testing, EIFS inspection, termite inspection, septic system inspection, and lead based paint inspection, at Buyer's expense, for a period of 30 calendar days [NOTE TO DRAFTER - THIS BLANK MUST BE FILLED IN] from the Agreement Acceptance Date (the "Inspection Period"). Buyer's obligations under the terms of this Agreement shall be contingent upon Buyer's determination that the results of the inspections are satisfactory in the Buyer's sole and absolute discretion. At any time prior to the end of the Inspection Period the Buyer may terminate and cancel this Agreement for any reason by providing notice in writing that Buyer are dissatisfied with the results of the inspection(s); failure to provide notice that Buyer are dissatisfied with the results of the inspection(s) shall constitute a waiver of this contingency and acceptance of the property "As Is".

Seller Initials _____

Buyer Initials NMP

- RIGHT OF INSPECTION AND REPAIR AGREEMENT.** Buyer reserves the right to conduct any inspections of the Property, including, but not limited to general home inspection, structural inspection, radon testing, EIFS inspection, termite inspection, septic tank inspection, and lead based paint inspection, at Buyer's expense, for a period of _____ calendar days [NOTE TO DRAFTER - THIS BLANK MUST BE FILLED IN] from the Agreement Acceptance Date (the "Inspection Period"). Buyer shall provide Seller with a written list of the items requested by Buyer to be repaired no later than the end of the Inspection Period or the Buyer shall provide notice that the condition of the property is acceptable and no repairs are required. In the event that Buyer provides notice that repairs are requested, any such request for repairs shall be governed by Section 17 of this Agreement. Failure of Buyer to provide a list of requested repairs to Seller in writing prior to the end of the Inspection Period shall constitute a waiver of repair requirement. At any time prior to the end of the Inspection Period the Buyer may terminate and cancel this Agreement for any reason by providing notice in writing that Buyer are dissatisfied with the results of the inspection(s); failure to provide notice that Buyer are dissatisfied with the results of the inspection(s) shall constitute a waiver of this contingency and acceptance of the property "As Is".

Seller Initials _____

Buyer Initials _____

B. TERMITE AND/OR WOOD INFESTATION/FUNGUS INSPECTION AND REPORT:

- (a) **Wood Infestation Report.** Buyer does does not require a Wood Infestation Report and letter of certification from a bonded and licensed pest control company that a visual inspection of accessible areas of the dwelling indicates that the dwelling is free from active infestation by wood destroying insects or fungus. Buyer shall be responsible for ordering the inspection and Wood Infestation Report. It is the responsibility of the Buyer to determine, prior to the expiration of the Inspection Period, whether the foregoing impairs the use of the Property for the Buyer's intended purposes. In the Event that Buyer provides notice that repairs are required, any such request for repairs shall be governed by Section 17 of this Agreement.

Seller Initials _____

Buyer Initials NMP

(b) Termite Agreement (Contract). Seller does does not know if Seller has a termite contract currently in force for the Property. If Termite Agreement is currently in force, and the terms of such Termite Agreement are acceptable to Buyer, Seller agrees to transfer such Termite Agreement (if transferable) to Buyer at the expense of the Seller. If no Termite Agreement is currently in force, Seller does does not agree to purchase a Termite Agreement with terms acceptable to the Buyer to be transferred to Buyer at Closing. In the event Seller elects to purchase a Termite Agreement as provided herein, such Termite Agreement shall not exceed the cost of \$ _____.

Seller Initials _____

Buyer Initials _____

C. SEWER/SEPTIC SYSTEMS: To the best of Seller's knowledge the Property is is not connected to a sanitary sewer system. Seller has has not paid all impact and connection fees. If Property is not on sewer, Seller represents that the Property is, is not connected to a septic system. If Property is on a septic system, Buyer does does not require a septic system inspection at Buyer's expense. If Property is not on sewer, Broker recommends that the septic system be inspected. If the Property is on a septic system and Buyer elects NOT to have the septic system inspected, then Buyer releases Seller, Broker(s) and all sales agents from any and all liability for any defects or deficiencies with the septic system which may be discovered in the future, whether such defects or deficiencies exist at Closing or develop thereafter. It is the responsibility of Buyer to determine, prior to the expiration of the Inspection Period, whether the foregoing materially impairs the use of the Property for Buyer's intended purposes.

Seller Initials _____

Buyer Initials _____

D. LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS: Lead-based paint disclosure is required yes no. If a residential dwelling built prior to 1978 is located on the Property, Federal law requires that certain disclosures be made by the Seller to the Buyer and that this Agreement be made subject to a lead-based paint testing contingency. A copy of the disclosure information form and the Agreement lead based paint testing contingency language are attached hereto.

Seller Initials _____

Buyer Initials NM

E. SURVEY, FLOOD ZONES, AND EASEMENTS: Buyer does does not request survey by an Alabama professional land surveyor. It is recommended that the Buyer obtain a new survey and flood certification. Lender may require a survey flood certification. It shall be the responsibility of the Buyer to determine the existence of flood zones that are on the subject property. Any survey or flood certification shall be at the expense of the Buyer. The Buyer understands that the property is subject to any easements of record, utility easements, building lines of record, and zoning restrictions. The Buyer shall have 5 calendar days [NOTE TO DRAFTER - THIS BLANK MUST BE FILLED IN] from the Agreement Acceptance Date to cancel this Agreement based on the condition of the Property as revealed by the survey. Failure to provide timely notice of cancellation constitutes acceptance of the Property as described in the survey and Buyer shall not have the right to cancel this Agreement based upon a survey of the Property.

BUYER ACKNOWLEDGES AND AGREES THAT ALL INSPECTIONS ARE RESPONSIBILITY OF BUYER INCLUDING PAYMENT FOR THE INSPECTION SERVICES IN THE EVENT THAT THIS TRANSACTION DOES NOT CLOSE.

Seller Initials _____

Buyer Initials NM

11. ZONING, SUBDIVISION REGULATIONS, SUBDIVISION RESTRICTIONS, HISTORIC DISTRICT REGULATIONS, RESTRICTIVE COVENANTS AND HOMEOWNER'S ASSOCIATION BYLAWS. Buyer and Seller hereby agree and acknowledge that the Buyer shall be solely responsible for obtaining all information relative to zoning ordinances, subdivision regulations, subdivision restrictions, restrictive covenants, historic district regulations, and Homeowner's Association bylaws, covenants, rules, and regulations. Further, Buyer shall be solely responsible for determining that the Property is suitable to the Buyer's intended use, including any development of, alterations to, improvements or construction on the Property.

Seller Initials _____

Buyer Initials NM

12. **SCHOOL ZONES.** Buyer and Seller hereby agree and acknowledge that the Buyer shall be solely responsible for determining school zoning of Property.

Seller Initials _____

Buyer Initials MM

13. **FIRE/SMOKE/GAS DETECTORS:** Buyer shall satisfy himself/herself that all applicable federal, state and local statutes, ordinances and/or regulations concerning fire/smoke/gas detectors or fire protection equipment have been met. Upon closing or after taking possession of the Property, whichever occurs first, Buyer shall be solely responsible for compliance with such laws.

Seller Initials _____

Buyer Initials MM

14. **WATER FRONT LOTS (RIVER OR LAKE):** Take note of Federal, State or Local laws and ordinances that may require inspection and approval or permitting of docks, piers or bathhouses on or adjacent to lakes or rivers or inspection and permitting of sanitary sewer or septic systems.

Seller Initials _____

Buyer Initials _____

15. **SHORT TERM RENTALS.** Buyer and Seller hereby agree and acknowledge that the Buyer shall be solely responsible for determining whether or not the Property is eligible for use as a Short-Term Rental pursuant to applicable zoning ordinances, homeowner's association regulations or restrictive covenants affecting the Property.

Seller Initials _____

Buyer Initials MM

16. **HOME WARRANTY:** Buyer does does not require a Home Warranty Policy at closing to be paid by Buyer Seller at a cost not to exceed \$ _____

Seller Initials _____

Buyer Initials MM

17. **REPAIRS:** If Buyer or Buyer's lender requests that repairs be made due to results of inspections within the time frame set out in Section 9(c) herein above. Seller shall have the option to either:

- (1) Make all requested repairs,
- (2) Negotiate with the Buyer regarding the allocation of repairs and/or repair costs between the Seller and the Buyer or,
- (3) Make no repairs to the Property.

Seller shall communicate the response to a Buyer request for repairs within _____ calendar days (2 Calendar days if not specified) from the date of receipt of Buyer request for repairs. If the parties are unable to negotiate a satisfactory agreement regarding repairs and repair costs, or if Seller refuses to make any repairs or makes no response to Buyer's repair requests as provided herein, then Buyer shall have the option to accept Seller's response (or Seller's failure to respond) to repair requests and proceed to Closing as per the terms of this Agreement or cancel this Agreement. Buyer's response shall be communicated to Seller within _____ calendar days (2 Calendar days if not specified) from receipt of Seller election as to repairs (Buyer's failure to respond constitutes acceptance of Seller's final response as to repairs). Any response under this provision shall be in writing. In the event Buyer chooses to terminate this Agreement pursuant to this section, then this Agreement shall be deemed cancelled, null, void and of no further effect on Buyer and Seller and earnest money shall be returned to Buyer in accordance with Alabama Real Estate License Law Rule #790-x-3-03(4) (5), unless otherwise agreed to in writing by both parties. If the Seller agrees to make any repairs as requested by Buyer, Buyer and Seller shall execute a repair agreement which shall be attached hereto and incorporated herein. Any repairs requested by Buyer under this paragraph and a repair agreement, if any, are to be paid for by the Buyer Seller not to exceed \$ _____ or To Be Agreed between parties.

Seller Initials _____

Buyer Initials _____

18. **BUYER AND SELLER HEREBY ACKNOWLEDGE AND AGREE** that the Listing and Selling companies, their officers, director(s), employee(s), broker(s), and salespersons shall not be held responsible or liable for any obligations or agreements that the Buyer or Seller have to one another hereunder and shall not be held responsible for any representation or the transfer of any information to or from the Buyer or Seller, and further agree to discharge and release the companies, their officers, directors, employees, brokers, and salespersons from any claims, demands, damages, actions, causes of actions or suits at law arising from the sale of said Property and shall include but not be limited to the condition of the heating, cooling, plumbing, water and electrical systems and any built-in appliances; the roof and the basement, including leaks therein; the existence of asbestos; the size and area of the Property; workmanship or construction materials, EIFS (Exterior Insulation Finish System- Synthetic Stucco) including floors; structural condition; utility and sewer or septic system condition, availability and location; the investment or resale value of the Property; subsurface or subsoil conditions, sinkholes, and mining or other soil conditions, including radon or other potentially hazardous gases or toxic materials, toxic mold, existence of, or damage from, wood destroying insects and/or fungus; Property access, easements, covenants, restrictions, developments, structures and any matters affecting the character of the neighborhood; appurtenances thereto or any related mortgage terms and conditions. This paragraph shall survive closing. Seller and Buyer acknowledge they understand the above paragraph with his/her initials below.

Seller Initials _____

Buyer Initials WME

19. **NEW CONSTRUCTION (ONLY):** If the property is newly constructed, Builder is to provide a written Limited Builder Warranty to be effective for one (1) year from date of closing which shall be given to Buyer and signed by all parties at time of Agreement acceptance. Brokers make no representation as to the ability or competency of the Builder to perform under this Agreement. Buyer acknowledge(s) that he/she/they have made their own investigation as to the capabilities and skill of the Builder. It is recommended that the Buyer obtain a professional home inspection prior to closing. Buyer shall be given the opportunity to inspect the property prior to closing. Unless otherwise stated in Paragraph 10 above, any repairs required by the Buyer as a result of inspection, must be completed prior to closing. Neither the Broker nor their agents are responsible for pre-closing inspections, punch list items, or repairs.

Seller Initials _____

Buyer Initials _____

20. **ASSESSMENTS:** Seller warrants that Seller has not received notification from any lawful authority regarding any assessments, pending assessments, pending public improvements, repairs, replacements, or alterations to the Property that have not been satisfactorily made. Municipal assessments which have become a lien on the Property prior to closing date shall be paid by the Seller without proration. Any public improvements, now installed but not yet a lien, shall be assumed by the Buyer.

Seller Initials _____

Buyer Initials WME

21. **RISK OF LOSS:** Seller agrees to keep in force sufficient property and casualty 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 to restore it to its previous condition or condition acceptable to Buyer prior to closing, the Buyer shall have the option of canceling this Agreement and recovering the earnest money, (in accordance with Alabama License Law Rule #790-X-3-.03 (4) (5), or accepting the Property in its damaged condition. The notice of cancellation must be received by Seller prior to closing date specified in this Agreement. If Buyer elects to accept the Property in its damaged condition, any insurance proceeds otherwise payable to Seller by reason of such damage shall be applied to the balance of the purchase price or otherwise be payable to Buyer. It is the Buyer responsibility to ensure that adequate insurance is in place at time of closing and prior to taking possession. It is the Broker(s) recommendation that the Buyer secure property, casualty, and liability insurance commitment as soon as possible after Agreement Acceptance Date.

Seller Initials _____

Buyer Initials WME

22. **IMPROVEMENT & APPURTENANCES:** All dwellings, improvements, storage buildings, and appurtenances presently situated in and on the Property, are included in the purchase price, with no additional value, such as: ceiling fans, attached light fixtures and their shades, blinds, traverse rods, curtain rods, cornice boards, remote control garage door openers, television wall mounts, exterior lights, bathroom mirrors, gas logs, doorbells, mantels, water heaters, plumbing fixtures, attic fans, carpeting, built-in kitchen appliances, range, door and window screens, stationary

laundry tubs, heating and air conditioning equipment, smoke detectors, water pumps and pressure tanks, awnings, piers (floating and stationary), fences, trees, shrubbery, all plantings, mailbox, garbage carts if owned by Seller, and all other items which are permanently attached to the Property, buildings, or appurtenances, unless otherwise specifically excluded in this Agreement.

Additional items to remain as part of the purchase price at no additional value:

Seller Initials _____

Buyer Initials _____

Items to be excluded from sale:

Seller Initials _____

Buyer Initials _____

23. **DISCLOSURE OF INFORMATION:** The purchase price and terms of this sale may be disclosed to the members and affiliate members of the Tuscaloosa Association of REALTORS® for use in the ordinary conduct of their business.

24. **ADDITIONAL PROVISIONS:**

*THIS SALE IS CONTINGENT UPON
FINAL APPROVAL BY THE
TUSCALOOSA COUNTY COMMISSION.*

Seller Initials _____

Buyer Initials *WME*

25. **FACSIMILE, COUNTERPART OR SCANNED SIGNATURES:** This Agreement may be signed and/or delivered by either party or all parties by facsimile or by scanning either party's signature for electronic transmission. Buyer and Seller agree that such signatures shall be binding without objection by either party. In the event lender or other related authority requires original signatures, both parties agree to sign an original document not later than the date of closing.