

# **AUCTION INFORMATION PACKAGE**



**Four Oaks  
Realty & Auction**  
(256) 502- 9905

**725 Main Street West**

**Hartsville, Alabama 35640**

**Mark Hampton GPPA, AAL #5114**

**Dwight Tankersley, AAL #5325**

**[www.AlabamaAuctionServices.com](http://www.AlabamaAuctionServices.com)**

**Office 256-502-9905**

**Dwight 256-345-7831     Mark 256-565-5907**

## AUCTION TERMS AND CONDITIONS

1. **PROPERTY TO BE AUCTIONED:** 113 Sparkman St. NW, Hartselle, AL 35640
2. **SELLER(S):** Chapman, LLC
3. **DATE AND LOCATION OF AUCTION:** Online Only Auction Ends August 18, 2016 at 2:00pm for lots 1,2 and 3. Lot 4 will end 10 minutes after lot 1,2 and 3. Auction will be extended by five minutes for any bid placed in the last five minutes. Auction will continue to be extended until no more bids are placed. Preview/Open House on Wednesday August 10th from 2-5pm or by appointment.

### 4. TERMS OF SALE:

#### Real Estate:

A ten percent (10%) buyer's premium will be charged and added to the Buyer's bid price to determine the purchase price for all property sold at auction. The purchase price of the property, including the buyer's premium, will be payable in cash or certified funds as follows: (a) earnest money based on ten percent (10%) of the purchase price will be payable within 24 hours or the close of the auction; and (b) the balance of the purchase price will be payable at the Closing of the sales transaction. The following is an outline of the terms of sale:

#### OUTLINE OF TERMS OF SALE

High Bid Amount	\$_____
Buyers Premium (10%)+	\$_____
Purchase Price	\$_____
Earnest Money (10%)-	\$_____
Balance Due At Closing	\$_____

The Buyer's obligation to close the sales transaction will not be contingent on Buyer's ability to obtain financing. The earnest money will be nonrefundable, except as otherwise provided in the Real Estate Sales Contract, hereinafter described.

If you are the High Bidder on any of the property offered for sale, you will sign a contract at the conclusion of the online auction.

5. **CONDUCT OF AUCTION.** United Country reserves the right to post additional Terms and Conditions of the auction during the course of the auction. All bidders will be bound by announcements posted during the auction, even though a bidder may not have actually saw the posting. The Real Estate Sales Contract for the purchase and sale of the property shall represent the final terms of sale. In the event of a dispute over any matter of the Auction, United Country shall have the absolute and sole right to make the final decision to resolve the dispute and will also have the right to either accept or reject the final bids or re-open the bidding. Increments of bidding are at the direction of United Country and the Auctioneer conducting the auction. United Country reserves the right to place bids for someone who is unable to bid online. If you need help bidding please contact our office. Employees, Agents or Brokers of United Country may bid on the auction. Bidding will be extended by 5 minutes when a bid is received in the last five minutes of the auction. Bidding extensions will continue until there are no more bids placed. United Country employees, agents, brokers and auctioneers reserve the right to bid in this auction. United Country reserves the right to cancel auction up to the close of bidding.
6. **ORDER OF AUCTION.** The property will be offered in three tracts and as a whole. Lots 1, 2 and 3 are offered as stand-alone tracts. An individual bidder can elect to bid on one or more tracts. However, lot 4 is in place for an individual to bid on all tracts (1, 2 & 3) as a whole. You may bid on any lot at any time. The bidding on Lots 1, 2 and 3 will end at 2:00 pm. A bid placed in the last five minutes of bidding of any lot will extend the bidding on all active lots by 5 minutes. The bidding will be extended until no more bids are placed. The bidding on lot 4 will end 10 minutes after the bidding on lots 1, 2 and 3 has ended. Again a bid placed in the last five minutes of bidding will extend the bidding by five minutes on all lots. The bidding will extend until no more bids are placed. You will not know if you are the winning bidder on Lots 1, 2 and 3 until the bidding has closed on lot 4. The auction company will be updating the bidding online on lot 4 to an amount that will indicate the bid needed to be the winning bidder on lot 4. This will allow a bidder to know what they must bid on lot 4 to be the successful winning bidder of the auction. The high bid on lot 4 must be equal to the total of the bids on lot 1, 2 and 3 plus \$2000 or greater to be considered as the winning bid (reserve must also be met). You will be notified at the end of auction if you are the winning bidder on any lot.
7. **BACK-UP BIDS.** An unsuccessful bidder may make a back-up bid to purchase the property in the event of default by the high bidder. A Back-up Bidder Form for that

purpose will be provided by United Country, through its representatives at the request of the unsuccessful bidder.

- 8. CLOSING.** The sale of the property shall be closed and the deed delivered on or before 30 days from execution of contract. The law firm of the seller's choice in Decatur, AL will handle the closing. The closing will be held in their office. Funds for closing will have to be wired to the attorney's office.
- 9. CLOSING COSTS AND PRORATIONS.** All costs associated with the Closing of the transaction evidenced hereby shall be paid by the buyer. Ad valorem property taxes for the then-current tax will be pro-rated between the Seller and Buyer as of the date of the Closing. All property taxes applicable to the property for prior tax years remaining unpaid at the time of the Closing shall be paid in full by Seller prior to or at the time of the Closing. Any tax arising from a change in use of the property, which results in rollback tax shall be borne by Buyer.
- 10. CONDITION OF PROPERTY.** The property shall be sold "AS IS, WHERE IS" and "WITH ALL FAULTS AND DEFECTS". Seller and United Country make no representations or warranties, express or implied, regarding the fitness, suitability or condition (environmental, structural or otherwise) of the property. Seller and United Country shall have no duty, liability, obligation and/or responsibility to Buyer or any other person or entity regarding the fitness, suitability or condition (environmental, structural or otherwise) of the property. Seller disclaims any and all warranties as to the status of mineral rights affecting the property, environmental conditions, availability of utilities, zoning, accesses to the property, or quantity of land in the property.
- 11. PROPERTY INSPECTION.** It is the Buyer's responsibility to inspect the property prior to the auction. Buyer must rely on their own information, judgment, inspections and any public records concerning the property. The failure of the Buyer to be fully and adequately informed as to the condition of the property will not constitute grounds for adjustment of the price or withdrawal of the buyer's bid for the property, or return of any earnest money paid in connection with the sale of the property.
- 12. CONVEYANCE.** Seller shall convey to the Buyer of any property sold at auction good and marketable fee simple title to such property by Statutory Warranty Deed subject only to (i) current city, state and county ad valorem taxes not yet due and payable; (ii) easements for the installation or maintenance of public utilities serving

the property; (iii) easements and restrictions of record; (iv) rights of way for public roads; (v) subdivision regulations and zoning ordinances of applicable governmental entities; (vi) matters of survey, and (vii) such other matters, if any, as may be acceptable to the Buyer, all of which items collectively are the "Permitted Exceptions".

**13. TITLE INSURANCE.** Title Insurance will be at the Buyer's expense.

**14. DISCLAIMER.** Seller and United Country (Or United Countries associated salespersons and the closing attorneys) make no representation relative to (a) the legal and tax consequences of the purchase or ownership of the property; (b) the availability of utilities or sewer service; (c) the environmental status of the property; (d) the investment or resale value of the property; (e) the quantity of land comprising the property; (f) the status of the title of property; (g) the status of mineral rights to the property; or (h) matters of survey affecting the property.

**15. REAL ESTATE SALES CONTRACT.** Real estate sales transactions arising out of the auction shall be evidenced and governed by the Real Estate Sales Contract attached hereto, which shall be executed by Seller and the Buyer of the property at the auction. The terms of the Real Estate Sales Contract are controlling in the event of any perceived inconsistency between its terms and any statements in these Auction Terms and Conditions or any advertisement or other material concerning the property or the auction. It is therefore recommended that all bidders carefully review the attached Real Estate Sales Contract before the commencement of the auction.

**16. BIDDER REGISTRATION.** All bidders must register with United Country before the auction. By registering in person at our office or online bidder acknowledges receipt of the terms and conditions.

**17. BROKER PARTICIPATION.** A qualified, duly licensed Alabama real estate broker whose prospect is the successful bidder at the auction, and who closes the sale of the property, will be entitled to receive a commission based on 2% of the prospect's opening bid for the property, excluding the buyer's premium, and 1% of the difference between the prospect's opening bid and the prospect's successful bid for the property, also excluding the buyer's premium. To qualify for the commission, a broker must first register the prospect, using the attached "BROKER PARTICIPATION REGISTRATION FORM", printed on the broker's letterhead, mailed, faxed or hand delivered to United Country. The registration must include the signatures of the broker and prospect, the broker's real estate license number. The

registration must be received by United Country at least 48 hours prior to online bidding ending. The registration must be received by United Country before the buyer registers to bid online. The buyers first bid online will be considered their opening bid. The buyer must place their opening bid online at least 24 hours before the scheduled close of bidding. The buyer/bidder will still need to complete the online registration process. UNDER NO CIRCUMSTANCES WILL BROKER REGISTRATION BE ALLOWED ON THE LAST DAY OF BIDDING FOR THE AUCTION. In addition, to qualify for a commission, must have shown the property to the prospect before the auction, and the sale of the property to prospect must close. A BROKER CANNOT ACT AS A PRINCIPAL AND BROKER ON THE SAME TRANSACTION.

18. **AGENCY.** United Country Auctions is acting exclusively as an agent for the Seller. United Country is not acting as an agent for the buyer with respect to any transaction contemplated under these terms and conditions. United Country has the exclusive right to list and sell the property put up for sale at the auction. All negotiations concerning the sale of the property must be conducted through United Country Four Oaks Realty.

## PROPERTY INFORMATION

- **Property Location:** Property is located at 113 NW Sparkman St, Hartselle AL 35640. It is in Morgan County inside the city limits of Hartselle.
- **Property Size/Boundaries:** The property is in 3 tracts. · Lot 1 is 132'x165' Lot 2 is 132'x82.5' and Lot 3 is 127'x82.5'. There is not a current survey. If a survey is required it will be at the buyers expense.
- **Zoning:** The property is located in Hartselle City Limits and all 3 tracts are zoned B3 Central Business District. A copy of the zoning regulations are included in this package.
- **Utilities Information:** Hartselle Utilities is the utility provider for Electric, Water, Sewer and Natural Gas. Charter has high speed internet available.
- **Information on Lot 1:**
  - Originally the Hartselle Post Office
  - Building was built was in 1939.
  - Main Floor has approximately 3539 square feet.
  - Main floor has 2 offices each with a half bath.
  - Main floor has 2 half baths in the large area.
  - Main Entrance still has many items identifying the building as a post office
  - Building was added to the Alabama Register of Landmarks & Heritage in 1986
  - Building is also listed on the National Register of Historic Places
  - Main Floor still has the original vault that was installed during construction in 1939. Vault still has the plate showing the 1939 manufacturing date.
  - Large basement approximately 3539 square feet.
  - Basement has lot's of windows providing natural light.
  - Basement has endless possibilities. It has it's own outside entrance at the rear of the building. It is also accessible from the inside.
- **Information on Lot 2:** Lot 2 is 132'x82.5' and is currently an asphalt parking lot
- **Information on Lot 3:** Lot 3 is 127'x82.5' and is currently an asphalt parking lot

## PROPERTY INFORMATION

- **Special Assessment:** None
- **Financing:** Closing of sale is not contingent upon financing.
- **Buyers Premium:** A ten percent (10%) buyer's premium will be charged and added to the Buyer's bid price to determine the purchase price for the property.
- **Earnest Money:** Earnest money based on ten percent (10%) of the purchase price will be payable at the end of the auction. Earnest money is nonrefundable unless the seller cannot provide clear title to the property.
- **CLOSING COSTS AND PRORATIONS.** All costs associated with the closing shall be paid by the buyer. Ad valorem property taxes for the then-current tax will be pro-rated between the Seller and Buyer as of the date of the Closing. All property taxes applicable to the property for prior tax years remaining unpaid at the time of the Closing shall be paid in full by Seller prior to or at the time of the Closing.
- **CONDITION OF PROPERTY.** The property shall be sold "AS IS, WHERE IS" and "WITH ALL FAULTS AND DEFECTS". Seller and United Country make no representations or warranties, express or implied, regarding the fitness, suitability or condition of the property. Seller and United Country shall have no duty, liability, obligation and/or responsibility to Buyer or any other person or entity regarding the fitness, suitability or condition (environmental, structural or otherwise) of the property. Seller disclaims any and all warranties as to the status of mineral rights affecting the property, environmental conditions, availability of utilities, zoning, accesses to the property, or quantity of land in the property.
- **Agency:** United Country Auctions is acting exclusively as an agent for the Seller. United Country is not acting as an agent for the buyer with respect to any transaction contemplated under these terms and conditions. United Country has the exclusive right to list and sell the property put up for sale at the auction. All negotiations concerning the sale of the property must be conducted through United Country Four Oaks Realty.
- **Information Source:** Morgan County Revenue Commissioner, Morgan County Probate Judge's web sites., City of Hartselle Website Lee Y Greene & Associates, Inc. All information is believed to be accurate but the Buyer's must rely on their own information, judgment, inspections and any public records concerning the property.



## **Zoning Ordinance**

Sec. 22.1. - Central business district.

(a)

B-3 district established. In addition to those districts designated and provided for therein there is hereby established and added to the list of such districts provided for in Ordinance Number 494 of the City of Hartselle, Alabama, as amended, a district to be designated and known as B-3, central business district (CBD).

(b)

Permitted principal and accessory uses and structures. The following uses and structures shall be permitted in the B-3 district:

1. Reserved.

2. Retail stores and shops which sell goods such as: arts and crafts; antiques; bakery goods; bicycles; books; cameras; candy; tobacco products; confectionery products; dairy products; computers and related equipment; dry goods; flowers; frozen goods; furniture; garden supplies; gifts; glass or mirrors; hardware; health foods; interior decorating goods; jewelry; music; newspapers and magazines; pharmaceutical goods; photography equipment; pottery and ceramics; shoes; sporting goods; stationery; and toys.

3. Service establishments and repair shops to include: Bicycle sales or service; copying or photocopying; dry cleaning and laundry pickup stations (other than specifically prohibited herein); barber and beauty shops; tanning salons; catering; interior decorating services; computer sales or repair; photography; day spa; appliance sales or leasing.

4. Professional offices including: accounting; advertising; architectural; attorneys; engineers; insurance; real estate; travel agency.

5. Hotels and bed and breakfast inns.

6. Financial institutions including: banks; brokerage firms; credit unions; loan offices.

7. Eating and drinking establishments including: delicatessen; cafe; coffee shops; cafeteria; restaurant; tearoom; donut shop; ice cream shop.

8. Indoor recreational and amusement establishments to include: theaters; pool or billiard hall; small auditoriums.

9. Reserved.

10. On-premises signs which pertain to goods, products, or services sold or offered on the premises and subject to the provisions of subsection (1) of this ordinance [section].

11. Reserved.

(c) Uses permitted on appeal. The following uses may be permitted in the B-3 district only upon review and approval by the board of zoning adjustment in accordance with the provisions contained in article 5: Medical offices and clinics for humans; appliance service or repair; upholstery shops; tattoo and/or piercing parlors; fitness centers; any use permitted without appeal in the B-1 (local shopping district) zone and not otherwise listed as permitted or prohibited herein.

(d) Prohibited uses. The following uses are prohibited in the B-3 district: Gasoline service stations; auto or tractor sales or repair; manufacturing (except for jewelry, dress, and craft makers displaying and offering at least 75 percent of resulting products for sale at retail on the premises); service or repair of gasoline or diesel motors; sale or installation of mechanical equipment and/or parts; sale or installation of electrical/plumbing fixtures and/or parts; warehousing and storage (except inventory storage for a permitted use, located within the same building as said use and with said permitted use occupying at least 50 percent of the building); feed and grain stores; laundromat and dry cleaning (except for walk-in pick-up and drop-off locations not conducting cleaning on the premises or serving commercial/industrial clients); drive-through windows for any purpose; pet grooming or boarding; veterinary clinics; child or adult care facilities; rehabilitation facilities; group housing; dwelling quarters on the ground floor or below; any use prohibited or permitted only on appeal in the B-1 (local shopping district) zone

(e) Area and dimension regulations:

Maximum Height of Structure 45 feet/3 stories, Minimum Front Yard Set Back 10 Feet. Front yard setback includes sidewalk and right-of-way. Minimum Rear Yard Set Back 20 Feet. Rear yard setback can be waived if building abuts an alley, parking lot, or if loading and unloading facilities are provided. No Minimum Side Yard Set Back. A 10-foot side yard will be required including sidewalk and right-of-way if the building abuts a public street. Maximum Size of building is 10,000 square feet on first floor.

f) Intensity of uses. Reserved.

(g) Access. Reserved.

(h) Parking and loading regulations. No off-street parking will be required. No off-street parking will be permitted in front of a building. If side parking is needed, screening must be provided to shield view of cars from the street.

(i) Landscaping and screening regulations. Screening shall be provided if the use abuts a

residential land use or zone. This shall consist of natural, living plant material such as shrubs or trees. The width and design needed will be determined by the design review board in keeping with established criteria.

(j) Sidewalk benches and displays.

1. One sidewalk sitting bench per lot frontage shall be allowed. Such sitting benches shall not exceed nine feet in length or two feet in width. Benches shall be placed with back against the building wall and shall not be positioned in a manner as to obstruct a building entrance or sidewalk traffic. Benches are to be constructed with such material and in such a manner as is necessary to ensure safe use by the general public. Any bench deemed unsafe for use by the general public shall be removed from the city sidewalk.

2. Sidewalk displays of merchandise shall be allowed from one hour prior to store hours until one hour after store hours. Such displays, including the table or display device, shall not be placed on the sidewalk during other times. Said displays shall be placed a minimum of two feet from the face of curb. Displays shall not exceed six feet in height and shall occupy no more than one square foot of sidewalk area per lineal foot of street frontage for each lot. Corner lots shall only place merchandise within that sidewalk area adjacent to the front entry door. In no case shall the width of the walking surface be diminished to less than six feet.

3. No merchandise or displays shall be attached, in any manner, to the canopy, canopy post or sidewalk.

(k) Building orientation and form. The CBD is unique because of its physical locations and design. The integrity of the area must be maintained by requiring new structures to fit contextually. Also, renovations, repairs, alterations, and rehabilitation to the exterior facade of existing buildings must follow the design criteria and review processes as established by the design review board. No new building shall be constructed, nor any facades on existing buildings be altered except in accordance with the following and unless similar in texture, color, material, and design character to the existing buildings in the B-3 district in the following respects:

1. Height.

2. Bulk and general massing.

3. Major divisions or rhythms of the facade.

4. Proportion of openings (window to wall relationship).

5. Roof treatment.

6. Materials, colors, and textures of building materials and signs. The structure of the building

must conform to the Southern Building Code [Standard Building Code]. Natural material such as stone, brick, wood siding, shingles, slate, etc., or synthetic materials designed to emulate these, shall be required. Industrial or artificial materials such as raw or exposed aggregate concrete, anodized or galvanized metal, tinted glass, plastics, and vinyls can be used for trim or embellishments in a ten percent proportion to the entire facade.

7. General architectural character, including horizontal or vertical emphasis, scale, stylistic features and themes.

8. Relation to street.

9. Modern construction techniques can be used on the exterior of the building as long as the use of these techniques do not, in the opinion of the design review board, distract from the character and nature of the district.

10. That portion of the building adjacent to a public street must conform to the requirements of subsection (k)6 of this ordinance [section].

11. All structures must build-up to the sidewalk or provide a landscaped front yard for pedestrian use only. If a front lawn is provided, a fence constructed of natural material not to exceed four feet in height must be constructed adjacent to the sidewalk. In cases where there is no building on a lot, open grass lawns for pedestrian use and/or landscaping shall be permitted. Fences not to exceed ten feet in height are also permitted to screen vacant lots.

(l) Sign regulations.

1. Building wall signs are permitted on both the front and rear of the building. Buildings on the corner of public streets may substitute the rear building wall sign for one sign on the side of the building, but shall in no case be permitted both a side and rear sign. Building signs permitted in the CBD district shall each be limited to a maximum size of one square foot per lineal foot of primary street frontage per lot; except that where more than one business is located on the same lot, each business shall be permitted a maximum sign size of 15 square feet or one square foot per lineal foot of primary street frontage for each individual store front, whichever is greater. For the purposes of this ordinance, "primary street" shall be interpreted to mean the public street upon which the primary customer entrance faces.

2. Only the following signs shall be permitted:

A. Building wall signs within the sizing parameters above, projecting not more than 12 inches from the surface to which they are attached and not projecting above the parapet wall.

B. One canopy sign per store front, suspended from an approved canopy. Suspended canopy signs shall contain the name and symbol of that establishment only. Such sign shall have a maximum size of two square feet and be no less than eight feet above the sidewalk at its

lowest level.

C. One freestanding sandwich sign or freestanding post sign per store front. Such signs shall cover no more than six square feet of area and shall be no more than four feet in height. Such signs shall not be attached to the sidewalk, canopy, or canopy post and shall not diminish the width of the walking surface to less than six feet.

D. One decorative or patriotic flag per store front. Such flags shall be no more than nine square feet in size and shall contain no messages of more than three words in length. Flags shall be mounted to the front of the building by means of a mount bracket and extended pole of no more than four feet in length. Flags shall not be mounted flat against the building and shall not be mounted to the canopy, canopy post, or sidewalk.

E. One banner per store front made of flexible reinforced canvas, plastic, or vinyl material, excluding cotton, linen or similar cloth. Such banners shall be secured tightly at all four corners to the approved canopy, shall not exceed two feet in vertical width by six feet in horizontal length, shall be mounted parallel with the public street, and shall maintain a minimum clearance of eight feet between the bottom of the banner and the sidewalk surface.

(m) Design review board.

1. There is hereby established a design review board. The members of the design review board shall be appointed by the city council and shall be subject to the supervision and direction of the planning commission. Such board shall consist of five members, at least three of whom shall be property owners or lessees within the B-3 district regardless of city residency, and no more than two of whom may be city residents at large. With exception of the first board as structured by the original ordinance, terms of office shall be four years with vacancies filled by appointment by the city council and such appointees serving the remainder of the unexpired term. All members shall serve without compensation.

2. The design review board shall establish bylaws which shall include establishment of regular meeting dates. Such meetings shall be open to the public with notice of time and place published in a local paper with general circulation in the area.

3. The design review board shall receive assistance from the Hartselle city planner, the city engineer, and the building inspector in performing its functions. Publication costs and other authorized expenditures shall be paid by the city within the budget set up by the city council. If private consultant fees are encountered, grant money or private funds must be used. All grants written for the use in the CBD shall be coordinated with city government. All projects initiated by the city or other authorized entities within the city which will affect the CBD area shall be coordinated with the design review board.

4. The [design] review board shall have the following responsibilities:

- A. Establish criteria for reviewing plans of pedestrian plazas, parking areas, parks and landscape areas.
  - B. Establish criteria for reviewing plans for renovations, remodeling or construction of new buildings and signs.
  - C. Develop and maintain a design for an open space network in the district which will serve as the basis for coordination of pedestrian plazas, parking areas, landscape areas, and parks.
  - D. Review and approve or deny all site plans for pedestrian plazas, parking areas, landscape areas, and parks; plans for renovation, exterior remodeling, exterior color change, or construction of buildings; proposed color, size, and placement of exterior signage. The reasons for any denial shall be clearly documented in the meeting minutes, and shall be based on nonconformance with adopted criteria.
5. Criteria for reviewing site plans and construction plans shall be established by the board and shall be placed on file with the city planner and the city building inspector within four months from the date the board is approved.
6. No building permit or occupancy certificate shall be issued until the design review board has given its approval for same and reported such approval in writing to the building inspector.
7. Any persons aggrieved by any decision of the design review board may appeal the decision to the planning commission by notifying the planner within 30 days from the date of the board's action. Appeals must be documented by a full report from the design review board. Decisions of the planning commission shall be subject to review by the city council by application for review within 30 days of any such decision. The council's decision shall be final and binding.

**\*\*Copied from the City of Hartselle's web site.**

[illegible]



This is to certify that

U. S. POST OFFICE  
HARTSELLE, ALABAMA

has been deemed  
a significant landmark  
by the


ALABAMA  
HISTORICAL COMMISSION

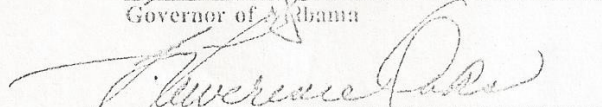
and added to the

ALABAMA REGISTER OF  
LANDMARKS AND HERITAGE

on

MAY 26, 1986

  
Governor of Alabama

  
Executive Director  
Alabama Historical Commission



**ASBESTOS  
ABATEMENT AND  
DEMOLITION Co.,  
INC.**

Page No. of Pages

**PROPOSAL**

P.O. Box 1249 • Cullman, Alabama 35056 • Phone 1-800-542-0063 • FAX (205) 747-4199

TO *HARTSELLE UTILITIES*  
*P.O. BOX 968*  
*HARTSELLE, AL. 35640*  
  
*ATTENTION: CLINT HOWARD*

PHONE  
*1-205-773-2533*DATE  
*APRIL 4, 1996*

JOB NAME / LOCATION

*TWO ROOMS IN THE BASEMENT OF:*  
*HARTSELLE UTILITIES*  
*HARTSELLE, ALABAMA*

We hereby submit specifications and estimates for: ASBESTOS REMOVAL

*REMOVE AND DISPOSE OF APPROX. 460 SQ.FT. OF FLOOR TILE AND MASTIC FROM*  
*2 BASEMENT ROOMS WHICH ARE BEING USED FOR STORAGE.*

*ALL WORK TO BE DONE IN ACCORDANCE WITH EPA REGULATIONS 40 CFR SUBPART-M*  
*SECTION 145 and 146. ALSO OSHA RULE 1910 and 1926. ALSO ALABAMA RULE*  
*2205. AND ANY OTHER APPLICABLE RULES GOVERNING THE REMOVAL OF ACM.*

*ASBESTOS TO BE DISPOSED OF AT AN APPROVED LANDFILL AS PER THE ABOVE RULES*  
*AND REGULATIONS, AND ALSO ALL D.O.T. RULES GOVERNING THE TRANSPORTATION*  
*OF HAZARDOUS WASTE.*

*ALL APPLICABLE INSURANCES WILL BE IN EFFECT THRU-OUT THE ENTIRE PROJECT.*

*ESTIMATED TIME FOR REMOVAL WILL BE DAYS.*

*P.O. # 12999*

**We Propose** hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:

*ONE THOUSAND TWO HUNDRED FIFTY AND NO\*\*\*\*\**

dollars (\$ *1,250.00\*\*\*\*\** )

Payment to be made as follows:

*ALL MONEY TO BE PAID IN FULL, UPON THE COMPLETION OF ALL WORK TO BE DONE*  
*ACCORDING TO THE ABOVE PROPOSAL.*

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practice. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized  
Signature

*George Cleghorn*  
**GEORGE CLEGHORN**

Note: This proposal may be  
withdrawn by us if not accepted within

days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance *4/8/96*

Signature

*Clint Howard*

Signature

[illegible]

FLOOR PLAN

FOUNDATION PLAN



**Four Oaks  
Realty & Auction**

### **Real Property Auction Purchase and Sale Contract**

THIS AGREEMENT OF SALE made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between \_\_\_\_\_ (hereinafter, Seller(s), whether jointly or severally), and \_\_\_\_\_ (hereinafter, Purchaser(s), whether jointly or severally).

WHEREAS, at an auction conducted this day by United Country Four Oaks Realty & Auction, (hereinafter, Broker), Purchaser(s) has become the highest bidder, and for and in consideration of the mutual promises set forth herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller(s) has agreed to sell and convey, and Purchaser(s) has agreed to buy by becoming the high bidder, all of that plot, piece, parcel or tract of land described below, together with all improvements, fixtures, and appurtenances thereto unless otherwise specifically excepted herein below, and subject to the terms and conditions set forth in Exhibit A.

**1. REAL PROPERTY:** The property is commonly known as or has the street address of \_\_\_\_\_, and consists of \_\_\_\_\_ tracts \_\_\_\_\_ to include \_\_\_\_\_ acres, more or less. The property is to be sold by Seller(s) to Purchaser(s) with good and marketable title, subject to existing and utility easements, and any encumbrances of record or those otherwise revealed by an accurate, current survey.

#### **2. DISCLAIMERS REGARDING SURVEYS, BROCHURES, AND MARKETING MATERIALS:**

Broker and Seller(s) each expressly disclaim any liability or responsibility for any error occurring in any survey, brochure or marketing materials as to the quantity of the realty sold herein, and Purchaser(s) expressly assume any and all liability for such error, including but not limited to additional costs associated with errors in computation or survey or acreage, boundaries, distances, and the like. Purchaser(s) expressly acknowledges that he/she/they have each had an opportunity to freely inspect, review, and compare any surveys, brochures, and marketing materials offered or posted in connection with this auction or sale, and that he/she/they have read and understood the same, and that he/she/they do not rely on

any information contained therein to the extent the same may prove at a later time and date to have been in error.

**3. PRICE TERMS:** In addition to the Bid Price stated below, the Purchaser(s) also agree to pay a Buyer's Premium of 10% (Ten Percent) of the Bid Price. The Buyer's Premium is then added to the Bid Price for the total Contract Price. Cash Down Payment due at the execution hereof by Purchaser(s) shall be 10% (Ten Percent) of the Contract Price. The Balance Due at Closing is payable within thirty (30) days of the execution hereof by Purchaser(s). Earnest money shall be computed by calculating the difference between the Cash Down Payment and Buyer's Premium.

- A. The Purchaser(s) bid price is: \$ \_\_\_\_\_
- B. Buyer's Premium is: \$ \_\_\_\_\_
- C. Total Contract Price (A+B) is: \$ \_\_\_\_\_
- D. Cash Down Payment is: \$ \_\_\_\_\_
- E. Earnest Money portion of  
Down Payment equals (D-B): \$ \_\_\_\_\_  
Balance Due at Closing \$ \_\_\_\_\_  
(Closing Cost Not Included)

**4. SPECIAL ASSESSMENT FEES:** The following special assessments are due in addition to the Total Contract Price.

- A. Survey Fee: \$ \_\_\_\_\_
- B. \_\_\_\_\_: \$ \_\_\_\_\_
- C. \_\_\_\_\_: \$ \_\_\_\_\_
- D. Total Special Assessments Due:  
(A through C) \$ \_\_\_\_\_
- E. Cash Payment: \$ \_\_\_\_\_  
Balance of Assessments Due: \$ \_\_\_\_\_

**Note: Balance of assessments due in cash as Purchaser(s) execution hereof unless otherwise stated. If balance of assessments not paid when due, Down Payment will be retained and applied to the extent of said balance as liquidated damages.**

5. **MISCELLANEOUS:** Ad valorem taxes, assessments by any governing authority or planned unit development, property owner's association fees, and any income or changes derived from rental properties shall be prorated to the date of possession. Possession shift to Purchaser(s) at closing of the sale. Purchaser(s) acknowledges that Auctioneer/Broker is an agent of the Seller(s), not the Purchaser(s).

Earnest money deposit(s) shall be applied as part of the Total Contract Price at closing, or disbursed as otherwise provided in this Contract. **THE SALE IS NOT CONTINGENT UPON THE PURCHASER(S) FINANCING.** The deposit must be made in the form of certified funds or personal check. Upon acceptance by the Seller(s), the Cash Down Payment, including the Earnest Money, is non-refundable.

Purchaser(s) acknowledges that they have received and reviewed the Real Estate Brokerage Disclosure as required by Alabama Administrative Code Rule 793-X-3-.13(1), or its successor provisions.

Initials: \_\_\_\_\_

Purchaser(s) acknowledges receipt of the Lead Paint and/or Lead Based Paint Hazards Disclosure, unless the improvements on the subject real property were built after 1978.

Initials: \_\_\_\_\_

Purchaser(s) shall pay for all closing costs except those specifically attributed to the Seller(s) herein. All closing proceeds tendered by or for Purchaser(s) shall be locally drawn certified or cashier's check or confirmed wire transfer.

6. **INSPECTION, CONDITION OF PROPERTY, DISCLAIMER OR WARRANTIES AS TO CONDITION AND/OR USE:** THERE ARE NO FINANCING CONTINGENCIES FOR PURCHASER(S), PURCHASER(S) ACKNOWLEDGE THAT THEY WERE ADVISED TO INDEPENDENTLY VERIFY ALL INFORMATION AND REPRESENTATIONS MADE BY SELLER(S), BROKER(S), SURVEYOR(S), ENGINEER(S), AND/OR ANY OTHER PERSON OR FIRM IN CONNECTION WITH THIS AUCTION OR SALE. THIS PROPERTY IS BEING SOLD "AS IS, WHERE IS" AND "WITH ALL FAULTS", SELLER(S), BROKER AND AUCTIONEER HAVE MADE NO EXPRESS ORAL OR WRITTEN WARRANTIES. SELLER(S), BROKER, AND AUCTIONEER HEREBY EXPRESSLY DISCLAIM ANY AND ALL EXPRESS WARRANTIES AND ANY WARRANTIES IMPLIED BY LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO THE SUITABILITY, MERCHANTABILITY, OPERABILITY, FITNESS FOR USE FOR ANY INTENDED PURPOSE, ZONING, MINERAL RIGHTS, ENVIRONMENTAL CONDITIONS, AVAILABILITY OF UTILITIES OR ACCESSES, AND/OR PERMITTED OR ALLOWABLE USES OF THE PROPERTY.

Purchaser(s) execution of this Contract signifies Purchaser(s) warranty to Seller(s) that Purchaser(s) has/have inspected the property to his/her/their satisfaction, and that the same meets any and all expectations and is fit for Purchaser(s) intended use.

Neither the Seller(s), Broker, Auctioneer, nor any Attorney performing any closing of any sale hereunder shall be liable for any relief, including damages, rescission, reformation, allowance, or adjustments based on the failure of the property, including, but not limited to, acreage amounts, dimensions, zoning environmental conditions, or otherwise, to conform to any specific standard or expectation, or to any third party documents or information.

**7. TITLE:** Seller(s) will convey said real property to Purchaser(s) by ☐ General Warranty Deed or

By ☐ Statutory Warranty Deed (or, if by otherwise, note here: \_\_\_\_\_)  
to \_\_\_\_\_ and \_\_\_\_\_ as

- (Check One): ☐ Sole Owner  
☐ Joint Tenants With Rights of Survivorship  
☐ Tenants In Common.

Delivery of the Deed shall occur at closing. Purchaser(s) will pay for the preparation of the Deed, an abstract of title and/or title opinion by a licensed attorney. Conveyance shall be subject to any encumbrances of record. All warranties of title shall merge in the deed and shall not survive the closing of the sale.

**8. AGENCY:** Auctioneer and Broker act as exclusive agents (s) for the Seller(s) in this transaction. Neither the Auctioneer nor the Broker acts as an agent for the Purchaser(s) in this transaction. The Auctioneer and/or Broker have the exclusive right to list and sell for this transaction, and all negotiations must be conducted through Broker. Purchaser(s) agrees to sign the Alabama Agency Disclosure Form at the time of signing the Contract. United Country Four Oaks Auction Company, its employees, agents, representatives, and contractees, act only for the benefit of Seller(s) and make no representation concerning the property whatsoever.

Purchaser(s) acknowledges that Broker, its employees, agents, representative, and contractees, acting as Auctioneer, has exercised the final pronouncement regarding sale order, methods of bidding, grouping and regrouping of the property, disputes among bidders, increments of bidding, and any other matters arising in the course of and in relation to the sale of the subject property. Purchaser(s) expressly approve all of Broker's actions.

**9. LIQUIDATED DAMAGES:** It is the specific intent of the parties to this Contract that the subject property will be sold for cash, to close within thirty (30) days. If Purchaser(s) is unable to close within the time stated, except for a reasonable time to cure any outstanding defects of title, and if Seller(s) elects not to extend the time to close in writing, then Seller(s) shall be deemed to have discharged its duties hereunder and shall be entitled to keep the entirety of the Down Payment paid, and Broker shall be entitled to keep the Buyer's Premium and Assessments paid, as liquidated damages and the cost of auction, surveys, Seller(s) costs, other labor, and the cost of the lost

opportunity of Seller(s) to otherwise sell the property to another bidder. Notwithstanding, any additional damages to Seller(s) and/or Broker by reason of Purchaser(s) default or failure to pay shall be subject to any and all remedies available to Seller(s) and/or Broker under the laws of Alabama and the United States.

**10. TAX DEFERRED EXCHANGE:** In the event either Purchaser(s) or Seller(s) desire to effect a tax deferred exchange in connection with the conveyance of the subject property, Purchaser(s) and Seller(s) agree to cooperate to affect such exchange; provided, however, that the exchanging party shall bear sole and complete responsibility for additional costs associated therewith, and that a non-exchanging party shall not assume any liability with respect thereto. Purchaser(s) and Seller(s) shall execute such documents as required to give effect to such exchange, without additional cost to the non-exchanging party.

**11. MERGER CLAUSE, CHOICE OF LAW, VENUE:** This written document, the Exhibit A "Terms and Conditions", and any signed, written addenda hereto constitute the entire agreement by and between the parties, and no oral representations or inducements are or shall be binding to either party. To the extent of any conflict between this written document and Exhibit A, this document shall be litigated, if at all, in a court of competent jurisdiction in the county in which the property lies or in which the Seller(s) reside, as may be chosen by seller(s), or otherwise in Morgan County, Alabama, Purchaser(s) execution hereof signifies his/her/their complete assent and agreement to submit to the personal jurisdiction of the court in the venue chose by Seller(s), or otherwise to the appropriate court in Morgan County, Alabama.

**12. PARTIES:** Wherever used herein, any reference to the parties to this Contract shall be deemed to apply jointly and severally to them all, whether masculine, feminine, singular, and/or plural.

**WITNESS OUR HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014**

\_\_\_\_\_  
PURCHASER

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
PURCHASER

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**ACCEPTED BY SELLER(S) THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014**

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS