

PRELIMINARY TERMS AND CONDITIONS OF SALE

Purchase Terms for

175± Acre Development Tract

Birmingham, AL

Thursday, June 11th, 2020 at 1:00 pm (CT)

- ❖ TARGET AUCTION & LAND COMPANY, INC. (hereinafter referred to as “Auction Company”/”Auctioneer”)
- ❖ VRB, LLC and Wurthless, Inc. (hereinafter referred to as “Seller”)
- ❖ 175± Acres located at 1745 Edwards Lake Rd., Trussville, Jefferson County, AL 35235 (hereinafter referred to as “Property”)

THE PROPERTY IS BEING SOLD AS-IS AND WITH NO CONTINGENCIES.

A TEN PERCENT (10%) BUYER’S PREMIUM WILL BE ADDED TO THE HIGH BID PRICE TO DETERMINE THE TOTAL CONTRACT PRICE.

1. TERMS OF SALE

- A. No advance registration amount is required to bid.
- B. The Property (“Property”) will be sold with a reserve, subject to Seller approval.
- C. A ten percent (10%) buyer’s premium will be added to the high bid price to determine the total contract price paid by the winning bidder (“Purchaser”).
- D. The Contract for Sale & Purchase (“Sales Contract”) shall be executed on auction day immediately after being declared the winning bidder (“Purchaser”).
- E. This is a CASH SALE with ten percent (10%) down payment based on the total contract price for the Property which is due no later than 4:00 pm CT on Friday, June 12th, 2020. The remaining balance is due at closing within 30 days. down payment will be held in a non-interest-bearing escrow account by the Auction Company.
- F. This sale is not contingent upon the Purchaser’s ability to obtain financing.
- G. No credit cards will be accepted.
- H. If for any reason the Purchaser fails or refuses to execute the Sales Contract and/or deposit the required funds immediately after being confirmed the Purchaser as outlined herein, the Seller reserves the right to declare the bidder’s rights forfeited and may resell the property. Seller reserves the right to seek specific performance.
- I. Possession of property will be at closing.
- J. The Property is selling subject to all matters contained in the Title Commitment (which is available for review) including all restrictions, zoning, rights-of-way, easements of record, and any other items of record.
- K. The Property will be conveyed by **Warranty** Deed free and clear of all liens and encumbrances subject to the terms and conditions relating to such liens and encumbrances contained in the Sales Contract and the Title Commitment.
- L. No changes to the Sales Contract or the Terms and Conditions of Sale will be permitted. The fully-executed Sales Contract (together with all related Exhibits thereto) shall control and constitute the entire agreement between Purchaser and Seller.
- M. By submitting a bid and/or executing the Sales Contract in the name of a business entity or corporation, the individual doing so has the authority and enters into a guaranty agreement whereby he/she personally guarantees payment of the bid amount.
- N. In the event of a conflict with the Sales Contract and the Terms and Conditions of Sale, the Terms and Conditions shall control the provision in conflict.
- O.

2. PROPERTY DISCLOSURES

- A. Seller will convey all mineral, gas or oil rights applicable to the Property owned by Seller, if any.
- B. Portion(s) of the Property may or may not be located in a flood zone.
- C. No guaranty or representation is made regarding any individual part of the property’s ability to pass a perc test.
- D. The Property is selling “AS IS, WHERE IS, WITH ALL FAULTS”. It is the Purchasers sole responsibility to be satisfied with the Property and verify any information deemed important.
- E. The Property is selling subject to Restrictions or Covenants outlined in the Title Commitment and is posted for review.

Purchaser Initials _____

Seller Initials _____

- F. The Seller had documents such as Phase I Environmental Site Assessment and Mine Document Review, Phase II Environmental Site Assessment Former Mining Parcels, Report of Landfill Assessment, Traffic Impact Study and Traffic Warrant Evaluation, Report of Subsurface Exploration & Geotechnical Engineering Evaluation prepared by various companies to have an assessment of the property for the seller. These documents were prepared from the year 2000 - 2006. To the best of seller’s knowledge, the property has not been altered since that time other than the timber being harvested. The Seller has provided these documents to help assist bidders in the due diligence process. However, it is the responsibility of the bidder and/or bidder’s representative to verify all information and conduct their own due diligence prior to bidding on the property. The Seller makes no warranty as to the accuracy or completeness of these documents. These documents are posted for review.
- G. Please refer to the Report of Landfill Assessment (posted for review) as portions of the Property was mined for iron ore in the 1950’s and approximately 14-15 acres was used in the 1970’s to dispose of debris from storm damage.
- H. SURVEY: The property has not been surveyed for the Auction. However, the Seller has provided an existing survey. The property will be selling by existing legal description. Should Purchaser or Purchaser’s lender desire any additional survey work, it will be at Purchaser’s option and expense, and will not affect the closing. If an updated survey shows a greater or lesser amount of acreage, the Sales Contract price will not be adjusted.

3. CLOSING

- A. **Closing must be completed on or before Monday, July 13th, 2020.** This is the closing deadline. Closing will be completed Friedman, Dazzio, Zulanis, & Bowling, P.C. located at 3800 Corporate Woods Drive, Birmingham, AL 35242. Contact: Robert Sprain 205-278-7016, rsprain@friedman-lawyers.com. It is the Purchaser’s responsibility to contact the closing agent and schedule closing.
- B. The proceeds due from the Purchaser at closing shall be by cashier’s check (from U.S. bank) or confirmed wire transfer sent to Friedman, Dazzio, Zulanis, & Bowling, P.C. (wire instructions will be provided).
- C. **Seller** will pay for preparation of the deed, title exam/commitment, any municipality assessments and prorated ad valorem taxes. **Purchaser** will pay all other closing cost, including but not limited to survey fees, recording fees, attorney’s fees, wiring fees, loan/financing fees, if any, etc., and ad valorem taxes prorated to the closing date.
Title Insurance is available through Friedman, Dazzio, Zulanis, & Bowling, P.C. at the Purchaser’s option and expense.

4. DEFAULT

It is agreed by all parties that in the event the Purchaser fails to close and pay the balance when due, Seller and Auction Company reserve all rights allowed by law and the Sales Contract, including a suit for damages, specific performance or cancellation of the transaction, with the Seller to retain the down payment and registration amount (if required). In the event of any breach of the terms of this agreement by Purchaser, the escrow agent is expressly authorized and instructed to disburse the down payment and r registration amount (if required) without the requirement of any further approval or agreement from the Seller or Purchaser. Any action taken after Purchaser’s default shall be solely at the Seller’s option with all costs incurred by Seller being paid by the Purchaser. If any legal action is required to enforce this agreement, or to collect any fees or costs earned or advanced pursuant thereto, the Seller or Auction Company shall be entitled to recover any and all costs of such action, including, but not limited to, the expenses and court costs of the action and a reasonable attorney’s fee.

5. AUCTIONEER’S AGENCY DISCLOSURE

The Auctioneer is acting exclusively as the agent for the Seller in this transaction and is to be paid a fee by the Seller pursuant to a separate written agreement between Seller and the Auction Company. The Auctioneer is not acting as an Agent in this transaction for the Purchaser. Any third party Buyer Broker is not a Subagent of Auction Company.

6. EQUAL OPPORTUNITY CLAUSE

All bidding is open to the public. The Property is available to Purchaser(s) without regard to race, color, religion, sex, familial status, national origin, or physical handicap.

7. SIGNATURES and COUNTERPARTS

Electronic signatures and facsimiles shall serve as valid authority for this document and all documents pertaining thereto may be executed in counterparts, each of which is deemed an original and together constitute one document.

8. ACKNOWLEDGEMENT

Purchaser acknowledges that he/she has read and understood the (1) Real Estate Online Bidding Terms, and (2) Terms and Conditions of Sale.

Purchaser Initials _____

Seller Initials _____

9. **UPDATES and CORRECTIONS**

Any updates, revisions, additions, deletions, or corrections to these Terms and Conditions of Sale will added here. It is the sole responsibility of the Purchaser to check for any updates or corrections prior to the end time of the auction. Any updates will be listed below:

- A. _
- B. _

By signing below, each Purchaser and Seller acknowledge that this ‘Exhibit A’ consists of three pages, has read and understood same; these terms are made a part of the **CONTRACT FOR SALE AND PURCHASE**.

Executed by Purchaser on June 11th, 2020

Executed by Seller on June 11th, 2020

PURCHASER: ENTITY

SELLER: VRB, LLC

BY: _____
NAME
ITS:

BY: _____
LEIGH BEASLEY SIMMONS
ITS: MEMBER

BY: _____
MONROE JACKSON BEASLEY, III
ITS: MEMBER

SELLER: WURTHLESS, INC.

BY: _____
LEIGH BEASLEY SIMMONS
ITS: MEMBER

BY: _____
MONROE JACKSON BEASLEY, III
ITS: MEMBER

Purchaser Initials _____

Seller Initials _____