

STATE OF ALABAMA
COUNTY OF MOBILE

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“Agreement”) is made and entered into effective as of the ____ day of _____, 20__ (the “**Effective Date**”) by and between THE CITY OF MOBILE (hereinafter referred to as “**Seller**”) and _____, an _____, (hereinafter referred to as “**Purchaser**”).

WITNESSETH:

1. **Property.** The Seller is the owner of that certain parcel of land consisting of approximately _____ acres and being known as _____, located at _____ in the City of Mobile, County of Mobile, Alabama, as more fully described on Exhibit “A” attached hereto and made a part hereof by this reference (said parcel, together with all improvements situated thereon, and all hereditaments, appurtenances, rights, permits, licenses, easements, and rights-of-way incident and appurtenant thereto are herein collectively referred to as the “Land”);

1.1. The building containing approximately _____ gross square feet area, all heating, ventilating and air conditioning equipment and systems, plumbing and electrical equipment and systems, sprinkler systems and other fixtures, and all other buildings, structures, landscaping and other improvements on the Land (the “Improvements”) (the Land and Improvements collectively, the “Real Property”).

1.2. All building supplies, fuels, intangible rights (including, but not limited to, the name and address of the project, all plans and specifications, surveys, studies and drawings related to the Real Property, all transferable permits and licenses and all warranties and guarantees of contractors, suppliers and manufacturers), furnishings, furniture, alarm systems and all other tangible and intangible personal property that is owned by Seller and attached to, appurtenant to or located on or used in connection with the operation, management or maintenance of the Real Property (collectively, the “Personal Property”). The term “Property,” as used in this Agreement, shall mean all property, whether real or personal, tangible or intangible.

2. **Purchase and Sale.** Seller agrees to sell and convey the Property to Purchaser, and Purchaser agrees to purchase and pay for the Property from Seller, all in accordance with the terms and conditions provided in this Agreement. It is expressly understood and agreed by the parties hereto that the Property and all improvements and fixtures and equipment forming part of the Property is being sold “AS IS, WHERE IS” with no express or implied warranties of any sort, except for any warranty of title set forth in the statutory warranty deed executed pursuant

hereto. IN PARTICULAR, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

3. **Purchase Price.** The purchase price (the “**Purchase Price**”) for the Property shall be _____ and No/100 Dollars (\$_____). The Purchase Price shall be paid to Seller in cash or immediately available funds suitable to Seller at the Closing subject to prorations, credits and other adjustments provided herein.

4. **Earnest Money.** Within _____ (____) business days following the Effective Date, Purchaser shall deposit with _____ (hereinafter referred to as the “**Escrow Agent**”) the sum of _____ Dollars (\$_____) (the “**Earnest Money**”). The Earnest Money shall be held by Escrow Agent in accordance with the terms of this Agreement. However, the parties agree to execute or attach customary escrow instructions satisfactory to the parties in their respective sole and absolute discretion, provided, however, that if and to the extent any inconsistencies exist between the terms of the escrow agreement and this Agreement, the terms of this Agreement shall control. Escrow Agent shall hold the Earnest Money in an interest-bearing account. If this Agreement is terminated, canceled, or rescinded, the Earnest Money shall be refunded to Purchaser or paid over to the Seller as liquidated damages as further provided herein and the parties shall be relieved of all obligations under this Agreement, except for those obligations which are expressly provided to survive the termination of this Agreement.

5. **Survey and Title.**

5.1 **Survey.** Simultaneously with execution of this Agreement by both parties, Seller shall deliver to Purchaser all surveys, title examinations, commitments and policies, including copies of all exceptions to title, which Seller has in its possession. The most recent survey in Seller’s possession, if any, is attached to this Agreement as **Exhibit “B”**. Purchaser, at Purchaser's expense, may, on or before expiration of the Inspection Period, obtain a land and title boundary, improvement and topographical survey of the Real Property (the “**Survey**”) with permanent corner pins in place, prepared from an on-the-ground inspection by a land surveyor registered in the State of Alabama, showing thereon the correct legal description of the Real Property, its proper easements, rights-of-way, and adjacent roadways on and/or to the Real Property, the existing topography of the Real Property to the centerline of adjacent rights-of-way, and certifying to Purchaser that no improvements situated on or adjacent to the Real Property are the subject of encroachments or overlaps and that the survey has been prepared in compliance with applicable law and ALTA requirements for extended coverage owner's title insurance. The legal description drawn from the Survey shall be considered incorporated by reference into this Agreement as the description of the Real Property and shall be used as such in the statutory warranty deed delivered at Closing, unless a subdivision of the Real Property is required and approved by the City of Mobile Planning Commission, in which case the subdivision description shall be used in said statutory warranty deed. In the event the Survey discloses any title objections, the Purchaser shall notify the Seller in writing of such objections, which shall be subject to the provisions of Section 5.3 hereof.

5.2 **Seller's Title.** At the Closing, Seller shall convey to Purchaser Insurable Fee Simple Title to the Real Property subject only to the following exceptions (herein referred

to as the "**Permitted Exceptions**"):

- (i) all prior conveyances, reservations and exceptions of oil, gas and other minerals that appear of record;
- (ii) zoning ordinances, restrictive covenants and/or building setback lines, if any, applicable to the Real Property;
- (iii) ad valorem taxes for the year of closing which shall be prorated at closing;
- (iv) easements for public or private utilities and/or roadways of record or in place;
- (v) all other matters relating to the Real Property recorded in the land records of Mobile County, Alabama;
- (vi) all other matters which would be disclosed by an accurate survey and inspection of the Real Property; and
- (vii) any exceptions set forth on the title commitment, as hereinafter defined, to which Purchaser has no objection or is deemed to have waived objection, in accordance with the provisions of Section 5.3. "**Insurable Fee Simple Title**," where used in this Agreement, shall be such fee simple title as is acceptable to and insurable in Purchaser's favor in the amount of the Purchase Price by Escrow Agent at standard rates, on an ALTA Form B Owner's Policy, and subject only to the standard printed exceptions and the Permitted Exceptions.

5.3 Title Objections. On or before the expiration of the Inspection Period, herein defined, Purchaser, at Purchaser's expense, may obtain a title commitment issued by Escrow Agent, which shall provide a commitment to insure title to the Real Property on the full-coverage, standard, revised ALTA Owner's Policy of title insurance, Form B (the "**Title Commitment**") in the amount of the Purchase Price subject, however, to the Permitted Exceptions (to which Purchaser does not object), but without exception as to mechanics or similar liens, free and clear of any and all other mortgages, liens, judgments, leases, encumbrances, parties in possession, licenses, covenants, conditions, restrictions, easements, encroachments and any other matters of any nature affecting the title except as permitted in this Agreement. Within ten (10) days of receipt by Purchaser of the Title Commitment and the Survey, Purchaser shall advise Seller in writing of any objections to the Title Commitment (including any of the Permitted Exceptions) and the Survey and, if no objections are so submitted by Purchaser within the applicable time period, it shall be deemed that the Title Commitment and the Survey are satisfactory, and Purchaser has no objections thereto. If Purchaser does advise Seller in writing of any objections, Seller shall have ten (10) days after the receipt of such statement of objections in which to notify Purchaser as to whether it will cure or remove such objections, Seller having no obligation to do so. If Seller notifies Purchaser that it will not cure or remove such objections, or if Seller is deemed to have elected not to cure such objections, then within ten (10) days after the receipt by Purchaser of such notice from Seller, or upon expiration of such ten (10) day period, Purchaser shall elect to either (i) terminate this Agreement, whereupon this Agreement shall be of no further force and effect, the Earnest Money shall be returned to Purchaser, and no party hereto shall have any further rights, liabilities or obligations hereunder or (ii) waive such objections to

Seller's title. Failure by Purchaser to elect either alternative within such ten (10) day period shall be deemed an election to waive such objections. If Seller sends no notice to Purchaser within said ten (10) days, Seller shall be deemed to have elected not to cure any such title objections.

5.4 **Inspection Period.** Upon the execution of this Agreement, Seller shall deliver to Purchaser copies of the survey and title information described in Section 5 above, any environmental studies or reports, and any engineering plans and related reports or studies, and all service contracts and agreements in Seller's possession relative to the Real Property. The Purchaser, at Purchaser's sole expense, personally or through agents, employees, or contractors, may go upon the Real Property upon request following the Effective Date of this Agreement and through the date of Closing, to inspect the Real Property, to conduct such soil, engineering, environmental, "wetlands" and other tests, investigations and analyses of the Real Property as Purchaser deems appropriate. The Seller hereby agrees to cooperate fully with the Purchaser so as to allow the Purchaser the reasonable opportunity to inspect the Real Property and any other information respecting the Real Property. In connection with Purchaser's review and inspection of the Real Property, Purchaser will provide to Seller copies of all surveys, plans, zoning submission materials, and inspection reports, upon Seller's request. The Purchaser shall pay all of its costs incurred in making such surveys, inspections, tests, analyses and investigations, and Purchaser, at its own expense, shall be responsible for the repair of any damages to the Real Property incurred by reason of Purchaser's inspection of the Real Property. Purchaser shall indemnify, defend and hold Seller entirely harmless from any cost, expense, liability or obligation resulting from physical injury, property damage, mechanics' or materialmen's liens, caused by Purchaser's entry upon the Real Property pursuant to this section. Notwithstanding any other provision of this Agreement, the foregoing indemnity shall survive the expiration or termination of this Agreement for any reason whatsoever. On or before the expiration of the time period ending thirty (30) days following the Effective Date (the "**Inspection Period**"), Purchaser shall have the right to terminate this Agreement by delivery of written notice to Seller and Escrow Agent. Unless Seller and Escrow Agent receive express written instructions from Purchaser on or before the expiration of the Inspection Period that it is exercising its right to terminate the Agreement, Purchaser shall be deemed to have not terminated this Agreement. If Purchaser does give such notice of termination, the Escrow Agent shall refund the Earnest Money to Purchaser. The parties hereunder shall have no further rights, duties or obligations under this Agreement, except for such rights, duties or obligations as are expressly stated herein to survive a termination of this Agreement.

6. **Permitting Period.** During the Permitting Period, Purchaser shall be solely responsible, financially and otherwise, for obtaining such planning, rezoning, or PUD approvals as necessary from the City of Mobile or its subsidiaries, to allow development of its intended use. The intended use is: _____ and the required approvals and/or rezoning are: (i) Mobile City Planning Commission and Mobile City Council, (ii) rezoning to _____ (or whatever zone is determined by the aforementioned entities to be applicable) and _____. In connection with obtaining zoning approval and plan approval, Purchaser agrees to file for rezoning and/or planning approval within ten (10) days following the Effective Date. Purchaser shall obtain such approvals on or before the expiration of the time period ending sixty (60) days following the execution of this Agreement. In the event Purchaser does not obtain the aforementioned necessary approvals within sixty (60) days following the execution of this

Agreement then Seller may elect to terminate this Agreement by delivery of written notice to Purchaser and Escrow Agent. Unless Purchaser and Escrow Agent receive express written instructions from Seller on or before the expiration of the Permitting Period that it is exercising its right to terminate the Agreement, Seller shall be deemed to have not terminated this Agreement. If Seller does give such notice of termination, the Escrow Agent shall refund the Earnest Money to Purchaser. The parties hereunder shall have no further rights, duties or obligations under this Agreement, except for such rights, duties or obligations as are expressly stated herein to survive a termination of this Agreement.

7. **Seller's Representations.** As an inducement to the Purchaser to enter into this Agreement and to purchase the Property, Seller warrants, represents to, and covenants with Purchaser as follows:

7.1. **Title.** Seller is the owner of Insurable Fee Simple Title to the Real Property, which shall be free and clear of all encumbrances, occupancies or restrictions except for those matters listed in Schedule ___, Section ___ of the Title Commitment.

7.2. **Authority.** Seller has the right, power, and authority to enter into this Agreement and has the right, power and authority to convey the Property in accordance with the terms and conditions of this Agreement. Seller represents and warrants to Purchaser that (i) all action necessary to authorize the execution of this Agreement by Seller, including, but not limited to the passage by the City Council of the City of Mobile, Alabama of a resolution specifically authorizing same, has been taken by Seller; (ii) The individual(s) executing this Agreement on Seller's behalf has all requisite authority to bind Seller as aforesaid. Seller, at Purchaser's request, shall provide evidence of the foregoing.

7.3. The execution and delivery of this Agreement by Seller, the execution and delivery of every other document and instrument delivered pursuant to this Agreement by or on behalf of Seller, and the consummation of the transactions contemplated by this Agreement have been duly authorized and validly executed and delivered by Seller, and will not: (a) constitute or result in the breach of or default under any oral or written agreement to which Seller is a party or which affects the Real Property; (b) constitute or result in a violation of any order, decree or injunction with respect to which Seller and/or the Real Property is bound; (c) cause or entitle any party to have a right to accelerate or declare a default under any oral or written agreement to which Seller is a party or which affects the Real Property; and/or, (d) violate any provision of any municipal, state or federal law, statutory or otherwise, to which Seller or the Real Property may be subject.

7.4. **No Other Representations.** Except as expressly provided in this Agreement, Purchaser acknowledges that neither Seller nor any agent, attorney, employee or representative of Seller has made any representation regarding the subject matter of this sale, including, but not limited to, representations as to the physical nature or condition of the Real Property.

7.5. **Tenants.** There is no tenant, lessee, or other occupant of the Real Property having any right or claim to possession or use of the Real Property after the Closing Date.

7.6. Management: Contracts. There are no management arrangements or service contracts respecting the Real Property.

7.7. Environmental Matters. Seller has furnished to Purchaser copies of all environmental studies which Seller has had performed or otherwise has in its possession pertaining to the Real Property, if any. Seller has not used, nor authorized nor allowed the use of the Real Property for the handling, treatment, storage, disposal or release of any hazardous or toxic substance as defined under any applicable state or federal law or regulation including without limitation CERCLA. Seller has no knowledge of any environmental matters pertaining to said Property and shall not be liable for any latent or future environmental matters that have not otherwise been previously disclosed and/or identified prior to Closing.

7.8. Real Property Conditions. Seller represents and warrants that to the best of Seller's knowledge, Seller has no knowledge of, and has received no notice of any conditions which would negatively impact the Real Property.

8. **Purchaser's Representations.**

8.1 Scope of Work and/or Construction Plans and Specifications. Purchaser shall provide Seller the aforementioned documents based on the Purchaser's Proposal dated _____. Said Proposal induced Seller to select Purchaser and Purchaser shall present said documents, acceptable to Seller, within ten (10) days of the Effective Date.

8.2 Updated Timeline of Project. Within ten (10) days of the Effective Date Purchaser shall provide Seller an updated timeline for this project, including performance milestones and Purchaser shall further provide additional updated timelines throughout this project until the Certificate of Occupancy is delivered to Purchaser, with copy to Seller.

9. **Closing Conditions.** Purchaser's obligations to consummate the purchase of the Property pursuant to this Agreement are subject to and conditioned upon the satisfaction of the conditions precedent listed in Sections 9.1 through 9.5 hereinafter. In connection with such conditions precedent, Purchaser shall have the obligation to use good faith efforts to attempt to satisfy the conditions precedent at or prior to Closing. Unless Purchaser shall advise Seller in writing that same are not satisfied at or prior to Closing, the conditions precedent shall be deemed fully satisfied. If any of the conditions precedent is not then satisfied, at Seller's election, and upon delivery of written notice to Purchaser at or prior to Closing, Seller may terminate this Agreement and Escrow Agent shall refund the Earnest Money to Purchaser and thereafter the parties shall have no rights, duties or obligations under this Agreement except for those obligations which expressly survive any termination of this Agreement.

9.1. Title. Purchaser's obligations under this Agreement are subject to and conditioned upon Seller's conveyance of Insurable Title to Purchaser, subject only to the Permitted Exceptions and issuance by Escrow Agent of a Title Policy pursuant to the Title Commitment.

9.2. Real Property Conditions. Purchaser's obligations under this Agreement are subject and conditioned upon Purchaser determining that they are satisfied with the condition of the Real Property as determined during the Inspection Period.

9.3. Permits and Plan Approvals. Purchaser's obligations under this Agreement are conditioned upon Purchaser being able, during the Permitting Period, (i) to cause the Real Property to be zoned for Purchaser's intended use, and (ii) to obtain plan approval from the applicable governmental authorities for the Real Property. If the Seller does not terminate the Agreement prior to the end of the Permitting Period, this condition will be determined to have been satisfied.

9.4. Compliance with Agreement. Purchaser's obligations under this Agreement are subject to and conditioned upon Seller's compliance with all of the terms, conditions, obligations, covenants, representations and warranties as are contained in this Agreement applicable to Seller. These conditions precedent shall be applicable through the Closing date, as may be extended.

9.5. Certificate of Occupancy. Purchaser shall obtain a Certificate of Occupancy on or before _____.

10. Closing.

10.1. Closing Date and Location. Unless otherwise agreed upon between Seller and Purchaser, the Closing (the "**Closing**") shall occur ten (10) days after the expiration of the Permitting Period or upon obtaining necessary approvals as described in Section 6 above.

10.2. Deliveries at Closing. The purchase and sale of the Property contemplated by this Agreement shall be closed at Closing by the Seller's delivery of a properly executed statutory warranty deed conveying Insurable Fee Simple Title to such Real Property to Purchaser, subject only to the Permitted Exceptions, and by payment by Purchaser of the Purchase Price for the Property in the manner provided in Section 3 hereof, and by the execution and delivery of the following documents to be prepared by Purchaser:

10.2.1. A duly executed closing statement itemizing all credits between Seller and Purchaser;

10.2.2. A duly executed certificate of Seller reaffirming the representations and warranties made in Section 7 of this Agreement;

10.2.3. A duly executed affidavit of title with respect to the Real Property and such other agreements as may be necessary to cause issuance of the Title Policy with an effective date on the Closing Date without exception for mechanics' or materialmen's liens, other statutory liens, or the rights of persons in possession, or for the "filing and indexing gap", which shall mean the risk that notice of intervening liens might be filed, recorded, indexed, or all of the above, subsequent to the time of the last title check down prior to Closing and prior to the filing,

recording, indexing, or all of the above, of the closing documents that are to be filed, recorded and indexed in the public records (it shall be a condition of Closing that Purchaser is issued the Title Policy at Closing in the manner described herein);

10.2.4. A duly executed certificate with respect to Section 1445 of the Internal Revenue Code of 1986, as amended, stating, among other things, that Seller is not a foreign corporation or non-resident alien, as defined in the Code and regulations issued pursuant thereto;

10.2.5. A real estate reporting transferor identification, showing Seller's correct federal tax identification number, to enable the closing attorneys to complete and file the required IRS Form 1099-S;

10.2.6. Physical possession of all the Property; and

10.2.7. Such other instruments, documents, certificates, affidavits or agreements as are customary for closings in Mobile County, Alabama, and reasonably requested by Escrow Agent, the title company, or counsel.

10.3. Closing Costs. At the Closing, Seller and Purchaser shall respectively pay the following costs and expenses:

10.3.1. Seller shall pay any fees and expenses of the Seller's attorneys, title insurance up to the date of the Closing and for preparation of the statutory warranty deed.

10.3.2. Purchaser shall pay the fees and expenses of Purchaser's attorneys, all title insurance costs and premiums, and all other closing costs or fees.

10.3.3. Purchaser shall record this fully executed Agreement or prepare a Memorandum of Purchase and Sale Agreement and record said Memorandum complete with statutory warranty deed in Mobile County Probate Court, along with the Real Estate Validation Form (RT-1) attached hereto as Exhibit "C" and pursuant to Section 40-22-1 of the Alabama Code (1975) within ten (10) days of Closing.

11. Condemnation. In the event, at any time between the Effective Date of this Agreement and the Closing, all or any portion of the Real Property which has not yet been purchased by Purchaser is condemned by any legally constituted authority for any public use or purpose (or conveyed in lieu thereof), then Purchaser shall have the right to terminate this Agreement as to the Property, in which event all Earnest Money paid by Purchaser remaining on deposit with Escrow Agent, shall be immediately refunded to Purchaser, and neither Purchaser nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement.

12. **Brokers.** Seller and Purchaser each represent and warrant one to the other that neither has employed, retained, or consulted any real estate broker, agent or other finder in carrying on the negotiations relative to this Agreement and the transaction contemplated hereby.

13. **Default.**

13.1. **Seller's Default.**

13.1.1. If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or breach of any terms or conditions herein contained, or if Seller otherwise defaults in the performance of its obligations under this Agreement, Purchaser may terminate this Agreement and the Earnest Money shall be promptly refunded to Purchaser.

13.1.2. As a condition precedent to the effective exercise of Purchaser's option to terminate this Agreement Purchaser shall give Seller notice in writing, in accordance with the notice provisions of this Agreement, which notice shall state, with particularity, the alleged breach or default or non-performance of Seller and the action required by Seller to cure such breach. Seller shall have a period of ten (10) days after receipt of such notice to cure the alleged default, breach, or non-performance to Purchaser's reasonable satisfaction, and to thereby cure the default and prevent termination of this Agreement.

13.2. **Purchaser's Default.**

13.2.1. If the sale and purchase of the Property contemplated by this Agreement is not consummated because of the Purchaser's default, the Escrow Agent shall pay the Earnest Money to Seller as the Seller's full liquidated damages, the parties hereto acknowledging that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default. The right to receive the Earnest Money as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Purchaser, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Purchaser for specific performance under this Agreement or to prove that Seller's actual damages exceed the amount of said sums.

13.2.2. As a condition precedent to the effective exercise of Seller's option to terminate this Agreement, or take other action, pursuant to the provisions of Section 13.2.1 above, Seller shall give Purchaser notice in writing, in accordance with the notice provisions of this Agreement, which notice shall state, with particularity, the alleged breach or default or non-performance of Purchaser and the action required by Purchaser to cure such breach. Purchaser shall have a period of ten (10) days after receipt of such notice to cure the alleged default, breach, or non-performance to Seller's reasonable satisfaction, and to thereby cure the default and prevent termination of this Agreement. If Purchaser does not cure said default then this Agreement shall terminate and Seller and Purchaser shall be relieved of all obligations under this Agreement, except for those obligations which are expressly provided to survive the termination of this Agreement.

14. **Assignment of Agreement.** This Agreement is not assignable.

15. **Time of Essence.** Time is of the essence hereof.

16. **Notices.** Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered (i) by United States registered or certified mail, return receipt requested, postage prepaid, (ii) by delivery via a nationally recognized overnight courier service that obtains receipts or a recognized same day courier service that obtains receipts, or (iii) by delivery via electronic (pdf or facsimile) transmission with receipt confirmation and with an original sent by first class mail. Each notice shall be addressed to each party at its address set forth below its signature, or such other addresses as may be changed by the parties by written notice as herein provided. Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of courier delivery or electronic transmission, or on the third day after the date of deposit in the United States mail as to notices sent only by certified mail.

Seller:

The City of Mobile, Alabama
J. Bradley Christensen, Director
Real Estate and Asset Development
PO Box 1827
Mobile, AL 36633

Copy to:

The City of Mobile, Alabama
Florence Kessler, Esq.
Assistant City Attorney
PO Box 1827
Mobile, AL 36633

Purchaser:

17. **Entire Agreement; Modification.** This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the Property and contains the sole and entire understanding between Seller and Purchaser with respect to the Property, with the exception of the material contained within the Request for Proposals dated_____, which is stated as being considered part of this Contract. All promises, inducements, offers, solicitations, agreements, commitments, representations and warranties heretofore made between such parties are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by a written instrument executed by or on behalf of each of the parties to this Agreement.

18. **Binding Effect; Governing Law.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns (if permitted pursuant to the terms hereof). This

Agreement shall be governed by and construed in accordance with the laws of the State of Alabama and it is expressly agreed and stipulated that this Agreement shall be deemed to have been executed and performable by all parties in Mobile County, Alabama. The jurisdiction and venue for any actions arising under this Agreement shall lie in the state and federal courts of Mobile County, Alabama.

19. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument and agreement.

20. **Waiver.** Any condition, right, election, or option of termination, cancellation, or rescission granted by this Agreement to Purchaser or Seller may be waived in writing by such party.

21. **Date of Performance.** If the time period by which or date on which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing(s) must be held, expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day in the State of Alabama.

22. **Offer; Effective Date.** The execution of this Agreement by Purchaser constitutes an offer to purchase the Real Property. This Agreement shall be effective as the first day, if any, on which the parties have executed an identical counterpart of this Agreement and an executed counterpart is received by each party (the "**Effective Date**").

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed and delivered this Agreement on the dates specified below their signatures.

SELLER:

The City of Mobile

By: _____

Name: _____

Its: _____

Address: _____

Mobile, AL 36633

PURCHASER:

By: _____

Name: _____

Its: _____

Address:

EXHIBIT “A”

Real Property Address:

Legal Description:

EXHIBIT “B-1”

Site Plan

EXHIBIT “B-2”

Plan(s) of Building