

RFP-019-01
REQUEST FOR PROPOSALS
FOR THE
PUBLIC SALE OF PROPERTY

Published on June 12, 2018

Sealed Proposals pursuant to this Request
are due by the established closing of

July 11, 2018
2:00 PM CST

Sealed Proposals must be submitted to:

Tuscaloosa Housing Authority
2117 Jack Warner Parkway, Suite 2
Tuscaloosa, Alabama 35401
ATTN: Harold Strachan

INTRODUCTION AND GENERAL INFORMATION:

1. **DEFINITION OF REQUEST FOR PROPOSALS:** This document, including attachments, exhibits, and any amendment thereto, constitutes the Request for Proposals ("Request") for the Public Sale of Property located at the intersection of Greensboro and 10th Avenues ("Property") offered by the Tuscaloosa Housing Authority ("THA"). A Property Summary (*Attachment A*) is attached for review. A Property Map (*Attachment B*) is also included.
2. **PROPOSAL RESPONSIVENESS:** A proposal must be responsive to the terms of the sale. To be considered for award, a proposal must comply in all material aspects with this request. Each proposal must be firm, unconditional, responsive, and with a fixed amount. Special conditions, alterations, or deletions will render a proposal non responsive.
3. **SCORING CRITERIA/ SALE TO HIGHEST RATED PROPOSER:** THA's Executive Director will establish a Scoring Committee to review and score each qualifying proposal based on the established Scoring Criteria (*Attachment C*). All scoring will be submitted to the THA Board of Commissioners for their review and approval prior to determining the Highest Rated Proposer. Price will not be the sole determining factor.
4. **MINIMUM PROPOSAL PRICE:** The property has a minimum proposal price of Seven-Hundred and Forty-Five Thousand Dollars (\$745,000.00). Proposals submitted for less than the minimum proposal price will **not** be considered.
5. **PROPOSAL ACCEPTANCE OR REJECTION:** At any time prior to closing, THA reserves the right to reject any and all proposals and to waive any informalities in any proposal received.
6. **CANCELLATION OF SALE:** THA reserves the unconditional right to cancel this RFP and reject any and all proposals.
7. **LETTER OF INTENT/ DUE DILIGENCE PERIOD:** Upon Board Approval, THA will enter a Letter of Intent (*Attachment D*) with the Purchaser which will mark the beginning of a 90-day due diligence period.
8. **SALES AGREEMENT/ EARNEST MONEY DEPOSIT:** Upon expiration of the 90-day due diligence period, the Purchaser will be required to execute a Sales Agreement (*Attachment E*) and submit an Earnest Money Deposit in the amount of Ten Thousand Dollars (\$10,000.00). The Ten Thousand Dollar (\$10,000.00) Earnest Money Deposit will require the Purchaser to close on the sale within forty-five (45) days of the execution of the Sales Agreement.

The Sales Agreement will provide the Purchaser with the option of an additional ninety (90) day due diligence period upon payment of an additional Fifteen Thousand Dollar (\$15,000.00) Earnest Money Deposit.

9. **PROPOSALS:** All proposals must be submitted in a sealed envelope and titled: RFP-019-01 Public Sale of Property. The envelope must be addressed to Tuscaloosa Housing Authority and must clearly indicate the Proposer and contact information. Proposals that are not properly labeled and sealed will be rejected. Oral proposals will not be accepted. Proposals submitted electronically will not be accepted. All proposals must be submitted using the required Proposal Submission Form (*Attachment F*). All proposals must be submitted to the Authority prior to the established RFP closing of 2PM CST on July 11, 2018. THA will not accept proposals submitted after the established RFP closing.
10. **NOTIFICATION TO THE HIGHEST AND SECOND HIGHEST RATED PROPOSER:** The Highest Rated Proposer ("Highest Rated Proposer") and the Second Highest Rated Proposer ("Second Highest Rated Proposer") will be notified by THA and identified as such.
11. **QUALIFICATION, ACCEPTANCE, REJECTION OF PROPOSAL:** After all proposals are received and the Highest Rated Proposer and Second Highest Rate Proposer have been determined, THA will evaluate the proposals to determine the proposer's qualifications and capacity to purchase the property.
 - A. If THA approves the Highest Rated Proposer as being qualified, the Highest Rated Proposer will be confirmed and identified as the Purchaser.
 - B. If the highest rated proposal is rejected due to THA's determination that the Highest Rated Proposer is not qualified to purchase the property, THA will notify the Highest Rated Proposer in writing.
 - C. If THA approves the Second Highest Rated Proposer as being qualified, Second Highest Rated Proposer will be confirmed and identified as the Purchaser.
 - D. If the Second Highest Rated Proposer is rejected due to THA's determination that the Second Highest Rated Proposer is not qualified to purchase the property, THA will notify the Second Highest Rated Proposer in writing.
 - E. THA's notification of rejection due to lack of qualifications, if applicable, shall be deemed to be given when mailed.
 - F. THA will issue a rejection of the proposal in writing.
12. **REQUIRED FINANCIAL STATEMENTS:** Each proposer must submit their most recent financial statements demonstrating their financial capacity to close the sale. The financial statements will be immediately returned to all proposers with the exception of the Highest Rated Proposer and Second Highest Rated Proposer. Financial statements will be held as strictly confidential information and will only be used by THA and its agents to determine the proposer's financial capacity. THA reserves the right to request additional financial information from all proposers. A denial of a request for additional information could result in the rejection of the proposal.

13. **RESTRICTIVE COVENANTS:** The future use of this property is important to the Tuscaloosa Housing Authority and the City of Tuscaloosa. In addition to any zoning restrictions enforced by the city, THA has also established Restrictive Covenants (*Attachment G*), as an *Exhibit A* to the Deed, to further restrict certain uses. Once the Sales Agreement has been executed and the closing is finalized, THA will record the Deed with the probate office.
14. **CITY OF TUSCALOOSA'S LOAN PROGRAM:** The City of Tuscaloosa will accept applications for the *Innovate Tuscaloosa* loan program from April 2, 2018 until June 29, 2018. THA and its property are not affiliated with this program; however, this property is eligible for the program based on the city's designated area. For more information please refer to the Tuscaloosa News article published on March 8, 2018 at <http://www.tuscaloosanews.com/news/20180308/applications-now-available-for-city-business-loan-program> or contact the City of Tuscaloosa for details.
15. **CONFLICTS OF INTEREST PROVISION:** Per the Annual Contributions Contract (ACC) between the Authority and the United States Department of Housing & Urban Development (HUD) and in addition to any other applicable conflict of interest requirements, the Tuscaloosa Housing Authority may not enter a sales agreement in which any of the following classes of people have an interest, direct or indirect, during his or her tenure or for one year thereafter:
 - (i) Any present or former member or officer of the governing body of the Tuscaloosa Housing Authority, or any member of the officer's immediate family;
 - (ii) Any employee of the Tuscaloosa Housing Authority who formulates policy or who influences decisions with respect to the project(s), or any member of the employee's immediate family, or the employee's partner; and,
 - (iii) Any public official, member of the local governing body, or State or local legislator, or any member of such individuals' immediate family, who exercises functions or responsibilities with respect to the project(s) or the Tuscaloosa Housing Authority.
16. **QUESTIONS/ ADDENDUMS:** All questions and general correspondences regarding this Request for Proposals must be submitted in writing to the following (email preferred):

Harold Strachan
Purchasing Manager
Tuscaloosa Housing Authority
2117 Jack Warner Parkway, Suite 2
Tuscaloosa, Alabama 35401
hstrachan@tuscaloosahousing.org

THA will issue responses to questions in subsequent Addendums posted on the THA website at <http://tuscaloosahousing.org/sale-of-property>. All questions must be received in writing prior to 2PM CST on June 27, 2018. THA will issue the Final Addendum (if necessary) on the website no later than 2PM CST on June 29, 2018.

ATTACHMENT A

PROPERTY SUMMARY

Seller: Tuscaloosa Housing Authority

Location: Intersection of Greensboro and 10th Avenues, Tuscaloosa, AL.

Parcel IDs: 63-31-07-35-2-012-001.000
63-31-07-35-2-012-001.002
63-31-07-35-2-012-001.003

Census Tract: 124.05

Total Size: 6.48 Acres

Current Zoning: MX-5

Minimum Sales Price: \$745,000 (Public proposal process)

Purchaser Due Diligence: No money down
90-day initial due diligence period; no earnest money
Additional 90-day period requires \$25,000 deposit

Desired Development: Grocery store
Pharmacy
Variety store
Medical/ Dental office

Potential Development: Gas station/ convenience store

Prohibited Development: Residential housing
Check cashing or Payday loan office
Pawn shop
Sexually-oriented business
Tattoo/ body piercing parlor
Title loan office
Tobacco or vape shop
Vehicle sales, maintenance or repair
Bar, tavern, brewpub
Liquor or wine store

**Attachment B
Property Map**



Rosedale Apartments

31st Street

Property for Sale
(All structures have been demolished)

Greensboro Avenue

10th Avenue



Attachment C
Scoring Criteria

**TUSCALOOSA HOUSING AUTHORITY
RFP – FOR THE PUBLIC SALE OF PROPERTY
PROPOSAL EVALUATION SCORING CRITERIA**

THA will use the criteria established below to score each qualifying proposal. The proposer with the highest score will be considered the Highest Rated Proposer.

Proposer:		
Evaluation Criteria	Assigned Points	Score
<i>Price</i>		
The minimum price is set at \$745,000. The highest qualifying price will receive the maximum points and the remaining offers will be prorated accordingly.	0-40 Points	_____ Points
<i>Proposed Use(s)</i>		
Does the proposed use benefit the City of Tuscaloosa and, in particular, the surrounding community; and does the proposer provide sufficient detail regarding the proposed use(s). Proposed uses which would be considered a community asset (at THA’s sole discretion) will receive maximum points. Proposed uses which may negatively impact the community will receive minimum points. Restricted Uses as outlined in <i>Attachment G</i> will not be considered.	0-50 Points	_____ Points
<i>Timeline</i>		
Does the proposer provide a reasonable timeline for developing the property or properties for the intended use(s)?	0-10 Points	_____ Points
<i>TOTAL Points</i>		_____ Points

Evaluator’s Initials _____
THA

Attachment D

LETTER OF INTENT

The **TUSCALOOSA HOUSING AUTHORITY** (the “Seller”) published a Request for Proposals (RFP-019-01) advertising the sale of 6.48 acres of property located at the intersections of Greensboro and 10th Avenues in Tuscaloosa, Alabama. _____ submitted a proposal and upon further consideration was identified as (the “Buyer”).

This **LETTER OF INTENT** (this “LOI”) outlines the responsibilities of both parties prior to execution of a Sales Agreement.

1. REAL PROPERTY:

The real property described in the Request for Proposals (RFP-019-01) is the subject of this LOI.

2. PURCHASE PRICE:

The Buyer has submitted a proposal to the Seller for the purchase of the subject real property for the total purchase price of \$ _____.

3. INITIAL DUE DILIGENCE PERIOD:

Upon the execution of this Letter of Intent the Buyer will have an initial ninety (90) day due diligence period.

4. SELLER RESPONSIBILITIES:

During the 90-day due diligence period the Seller acknowledges responsibility for the following:

- a. Seller shall maintain the Buyers information as strictly confidential.
- b. Seller shall not market or make the property available for purchase to another buyer.
- c. Seller shall grant Buyer access to the property as necessary to conduct its appropriate due diligence.
- d. Seller shall provide Buyer with all surveys, environmental documentation, engineering reports, etc., within ten (days) of the execution of this LOI.
- e. Seller shall provide evidence of clear Title to the property.

5. BUYER RESPONSIBILITIES:

During the 90-day due diligence period the Buyer acknowledges responsibility for the

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following:

- a. Buyer shall conduct its necessary due diligence including but not limited to feasibility studies, surveys, inspections, testings, city permits and approvals, etc.
- b. All costs associated with the due diligence shall be paid by the Buyer.
- c. Buyer shall not disclose the results of any due diligence to any third party without the written consent of the Seller.
- d. If Buyer determines the Property is not suitable for its intended use, Buyer shall immediately provide a written notice to Seller.

6. SALES AGREEMENT:

Upon expiration of the ninety (90) day due diligence period both the Seller and Buyer shall execute a Sales Agreement. Buyer understands that upon execution of the Sales Agreement the Seller will require an Earnest Money Deposit in the amount of Ten Thousand Dollars (\$10,000). The Buyer will have an additional forty-five (45) days to close thereafter. Further, if required by the Buyer, Seller will provide an additional ninety (90) day due diligence period after execution of a Sales Agreement, but will require an additional Earnest Money Deposit in the amount of Fifteen Thousand Dollars (\$15,000.00) (for a total Earnest Money Deposit of Twenty – Five Thousand Dollars (\$25,000.00)).

By execution of this LOI, both parties acknowledge their responsibilities cited herein and intend to act in good faith towards the completion of the sale.

THIS LETTER OF INTENT is executed by Seller and Buyer on the dates set forth below.

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THIS LETTER OF INTENT is executed by Seller and Buyer on the dates set forth below.

SELLER:

TUSCALOOSA HOUSING AUTHORITY

By: _____

Name: Ralph D. Ruggs

Title: Executive Director

Date Executed by Seller: _____

BUYER:

By: _____

Name: _____

Title: _____

Date Executed by Buyer: _____

Attachment E

REAL ESTATE SALES AGREEMENT

THIS REAL ESTATE SALES AGREEMENT (this "Agreement") is made and entered into this the ___ day of _____, 2018 (the "Effective Date"), by and between **THE TUSCALOOSA HOUSING AUTHORITY** (the "Seller"), and _____ (the "Buyer").

The Effective Date of this Agreement, for purposes of calculating any time periods set forth in this Agreement, which date will be inserted in the first paragraph above when determined, shall be deemed to be the date the last party hereto executes a counterpart previously signed by the other party and returns a copy to the original executing party.

WITNESSETH

That for and in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, Seller agrees to sell to Buyer and Buyer agrees to buy from Seller, at the price and upon the terms, provisions and conditions hereinafter set forth, the following described land and property interests (collectively, the "Property"), to wit:

Approximately 6.48 acres of real property located in the City of Tuscaloosa, Tuscaloosa County, Alabama, being identified as Parcel Identification Numbers 63-31-07-35-2-012-001.000, 63-31-07-35-2-012-001.002 and 63-31-07-35-2-012-001.003, as delineated on Exhibit A attached hereto (collectively, the "Land"); together with all buildings, improvements, fixtures, and appurtenances, riparian and water rights, machinery and equipment, fixtures and personal property (except for that of any residents residing on the Property at or prior to Closing), timber or planting applicable and/or attached thereto; all right, title and interest of Seller in and to any and all appurtenant easements, rights-of-way, covenants, tenements and hereditaments, air space, vault and subterranean space, land lying in the bed of any street, road, avenue or alley, proposed, open or closed, in front of or adjoining the Land, to the centerline thereof; all right, title and interest of Seller in and to the intangible personal property applicable to the Land, including all governmental licenses, approvals, authorizations, permits, zoning designations and reservations issued by any regulatory agency or authority respecting the development, use or occupancy of Land, all mineral or natural rights, oil and gas leases, and all water and riparian rights belonging or inuring to the benefit of the Land.

1. **PURCHASE PRICE**: The purchase price (the "Purchase Price") for the Property shall be \$_____. The Purchase Price shall be payable in cash or other immediately available funds at Closing, as that term is hereinafter defined. Buyer will be required to pay a **\$10,000** earnest money deposit on the property (the "Earnest Money"). The Earnest Money will be forfeit as liquidated damages to THA in the event Buyer fails to close the transaction contemplated in this agreement within **45 days** of the execution of this agreement except as

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otherwise provided hereinbelow. Buyer agrees to provide to Seller prior to the Effective Date, evidence of Buyer's financial ability to perform under this Agreement. Evidence of Buyer's financial ability includes but is not limited to financial statements, loan commitments, letters of credit, etc. Financial statements will be held as strictly confidential information and will only be used by THA and its agents to determine the proposer's financial capacity.

2. **ADDITIONAL DUE DILIGENCE PERIOD:** Prior to the date of this Agreement, Seller has provided Buyer a ninety (90) day due diligence period. At the option of the Buyer and upon payment to the Seller of an additional Earnest Money deposit of Fifteen Thousand Dollars (\$15,000.00), Buyer shall have an additional ninety (90) day diligence period (the "Additional Due Diligence Period") for Buyer's evaluation of the Property consistent with paragraph 6 below.

3. **SURVEY:** At Buyer's option, Buyer may order a new survey of the Property from a licensed land surveyor or engineer in the state in the State of Alabama (the "Survey").

4. **TITLE:**

(a) After the Effective Date, Seller shall obtain and provide to Buyer a Title Commitment from a title insurance company authorized to do business in Alabama selected by Seller ("Title Company" or "Escrow Agent"), for an ALTA Owner's Title Insurance Policy in the full amount of the Purchase Price, which shall set forth the state of title to the Property (the "Title Commitment"). Prior to expiration of the Initial Inspection Period (defined hereinbelow) Buyer shall have the right to object in writing to any matters disclosed by the Title Commitment or the Survey (procured by Buyer at Buyer's option) which, in the sole opinion of Buyer, may adversely affect the marketability of title to the Property or impair Buyer's ability to use the Property for Buyer's contemplated use thereof (the "Intended Use") (such matters are collectively referred to as the "Objections"). Any title or survey exceptions not objected to in writing by the Buyer within said period shall be deemed acceptable to Buyer and are hereinafter referred to as the "Permitted Exceptions."

(b) If Buyer delivers such Objections to Seller within such period, Seller has a period of 20 days (i) to respond in writing to Buyer as to whether or not, at Seller's sole option, Seller will undertake to correct such Objections (Seller shall be under NO OBLIGATION to cure any Objections other than Standard Exceptions and Monetary Encumbrances as set forth below), and (ii) if Seller elects to cure any or all of such Objections, to do so. Should the Seller fail to respond within 20 days, then Seller shall be deemed to have elected not to cure the Objections. If the Seller shall elect to cure the Objections, Seller shall have a reasonable period of time to affect such a cure, the foregoing notwithstanding.

(c) If Seller either elects to cure such Objections but is unable to do so within such 20 day period, or a reasonable period of time thereafter, or notifies Buyer of any Objections that it cannot or will not cure prior to Closing, Buyer may, at its option, either (i) accept the Property subject to such uncured Objections and proceed to Close, (ii) extend the Inspection Period for a

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reasonable period of time to enable the cure of any Objections, or (iii) terminate this Agreement by giving written notice to Seller of same, in which case this Agreement shall terminate and become null and void without further action of the parties, and neither party shall have any further rights or obligations hereunder, except those obligations that expressly survive any termination. In the event Buyer elects the option set forth in subsection (ii) above, Buyer's right to exercise the options set forth in subsection (i) and (iii) shall be preserved in the event Seller is unable to cure such objection or defect within said extended period.

(d) It is a condition precedent to Buyer's obligation to close the transaction and purchase the Property that Buyer receives at Closing a ALTA Owner's Title Insurance Policy issued by the Title Company in the amount of the Purchase Price which policy shall, without limitation, (i) show merchantable fee simple title to the Property to be in Buyer subject only to the Permitted Exceptions; (ii) otherwise be acceptable to Buyer in Buyer's discretion (the "Owner's Title Insurance Policy"); and, Seller agrees to execute and deliver at Closing such affidavits of title and such other instruments as may be required to delete the Standard Exceptions. Any taxes (excluding current taxes, a lien, but not yet payable, but subject to pro-ration as set forth below), liens, judgments, mortgages, security deeds, deeds of trust, or other monetary encumbrances (the "Monetary Encumbrances") shall be paid off at Closing out of Seller's net sale proceeds, if not satisfied by Seller prior to Closing.

(e) In the event that an exception is filed of record subsequent to the effective date of the Title Commitment and prior to the Closing (a "Later Exception"), Seller shall send written notice of such Later Exception to Buyer, or Buyer shall notify Seller of its discovery thereof. In the event said Later Exception(s) is unacceptable to Buyer, Buyer shall have the option to either (i) postpone the Closing for a reasonable period of time in order to allow sufficient time to attempt to satisfy, release, cure or remove such Later Exception by either party; (ii) give written notice to Seller that it is terminating this Agreement, in which case this Agreement shall terminate and become null and void without further action of the parties, in addition to any other remedies available to Buyer hereunder; or (iii) waive such objections or defects, and proceed with the sale. In the event Buyer elects the option set forth in subsection (i) above, Buyer's right to exercise the options set forth in subsection (ii) and (iii) shall be preserved in the event Seller is unable to cure such objection or defect within said extended period.

5. POSSESSION AND CLOSING:

(a) The settlement or closing of the sale shall occur no more than **45 days** from the execution of this agreement or the expiration of the Additional Due Diligence Period. The closing (the "Closing Date" or the "Closing") shall take place at the offices of the Title Company or Escrow Agent, or such other location as mutually agreed to by the parties. Notwithstanding the foregoing, Buyer and Seller agree that, at the request of Buyer, Buyer and Seller shall use all reasonable efforts to effect the Closing without necessitating the presence of either party at a formal meeting in the state in which the Property is located or otherwise so that upon such request Seller and Buyer will deliver all documents and funds required to be delivered in escrow to Escrow Agent or other mutually acceptable settlement agent. Possession of the Property shall

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be delivered to Buyer at Closing.

6. **FEASIBILITY STUDIES:**

(a) At the option of the Buyer and consistent with paragraph 2 above, Buyer and its agents, employees, designees, representatives and contractors (“Buyer Parties”) shall have an additional ninety (90) days from the Effective Date (“Inspection Period”) in which to do its feasibility studies, including, without limitation, the following (collectively, the Feasibility Studies): (i) to enter upon the Property to perform such tests, surveys, inspections and examinations of the Property as Buyer deems advisable, including soil and environmental tests (including core drilling and related inspections); (ii) to make investigations with regard to title to the Property, matters of survey, flood plain of the Property, wetlands on the Property, utilities availability, zoning and building code, handicapped accessibility and other applicable governmental requirements with regard to the Property and the use thereof; (iii) to conduct market feasibility studies and any and all such other studies as Buyer may deem necessary or appropriate in order to determine the feasibility of the Property for Buyer’s Intended Use; and (iv) to obtain the necessary permits and approvals from the applicable governmental or quasi-governmental authorities. Buyer shall not disclose the results of any tests, survey, inspection or examinations of the Property to any third party without the written consent of the Seller.

(b) Buyer Parties are hereby granted the right and license to enter the Property for the purpose of conducting the Feasibility Studies, and Seller hereby represents that it has the right to grant such a right and license. Buyer will repair any damage to the Property in the event Closing does not occur and indemnify Seller against liabilities resulting from its or any Buyer Parties’ entry on to the Property. All costs of completion of the Feasibility Studies shall be paid by Buyer. The foregoing notwithstanding, Buyer and its agents will give Seller notice of their intent to enter the Property for any survey or testing activity at least forty-eight (48) hours in advance of the proposed on-site survey or testing activity.

(c) If Buyer determines in Buyer’s sole judgment that the Property is not suitable for Buyer’s Intended Use, Buyer, may upon written notice to Seller given on or before expiration of the Inspection Period, terminate this Agreement by written notice delivered to Seller, whereupon this Agreement shall be null and void and neither party shall have any further rights or obligations hereunder, except those obligations that expressly survive any termination.

(d) If Buyer deems it desirable, it may, prior to Closing, at its expense, and as the authorized agent or representative of Seller, file: (a) for appropriate zoning, special exemptions, variances, plans of development or other necessary land use approvals from the appropriate governmental authorities with conditions satisfactory to Buyer (the “Authorizations”), which Authorizations may be necessary to develop, construct and operate the Property for Buyer’s Intended Use. Seller agrees to execute necessary applications for and to cooperate with Buyer in the processing of the Authorizations; however, such Authorizations are subject to reasonable review by Seller, and are without any cost or expense to Seller.

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7. **BUYER'S CONTINGENCIES:**

(a) Notwithstanding any provision hereof to the contrary, Buyer shall be under no obligation to close until each of the following contingencies have been satisfied to Buyer's sole satisfaction (the "Closing Contingencies"): (i) Seller not being in default under the terms of this Agreement; (ii) satisfaction of the title conditions set forth in Section 3 above; (iii) the warranties and representations herein being true and correct in all material respects as of the Closing Date; and (iv) all use restrictions prohibiting development on the Property for a use other than as a public housing development (whether in the Declaration of Trust or any other document) have been removed as an encumbrance against the Property.

(b) In the event that the Closing Contingencies are not satisfied at or prior to Closing, Buyer, at its sole and exclusive option, may either (i) give written notice to Seller that it is terminating this Agreement, in which case this Agreement shall terminate and become null and void without further action of the parties, in addition to any other remedies available to Buyer hereunder; (ii) continue this Agreement for a sufficient period of time to allow the cure and/or satisfaction of such unsatisfied contingencies; or (iii) waive such unperformed Closing Contingencies and proceed to Closing in accordance with the terms hereof. In the event Buyer elects the option set forth in subsection (ii) above, Buyer's right to exercise the options set forth in subsection (i), (ii) and (iii) shall be preserved in the event said contingency is unable to be cured or satisfied within a said period of time.

8. **CLOSING REQUIREMENTS:** The following requirements must be satisfied at or before Closing:

(a) Evidence of Authority. Seller shall provide a certificate of authority or an affidavit certifying to Buyer and the Title Company evidencing that the persons signing this Agreement and other documents to be executed by Seller at Closing has the power and authority of Seller to convey the Property to Buyer in accordance with this Agreement.

(b) Foreign Person. Seller shall furnish at Closing an affidavit of Seller certifying that Seller is not a "foreign person," as defined in the federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act, as amended.

(c) Tax Statements and Deed. Seller shall furnish at Seller's expense tax statements showing no delinquent taxes and a warranty deed executed by Seller conveying title to the Property, subject only to taxes for the current year and the Permitted Exceptions (the "Deed").

(d) Title Policy. Buyer shall be provided the Owner's Title Policy described and required in Section 3 hereof.

(e) Closing Certificate. A certificate (the "Closing Certificate"), duly executed by Seller and dated as of the Closing Date, in form, scope and substance reasonably satisfactory to Buyer, representing to Buyer that: (i) Seller has performed in all material respects Seller's

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covenants and agreements contained in this Agreement; and (ii) Seller's representations and warranties contained in this Agreement are true and correct in all material respects as of the Closing Date.

9. **SALES EXPENSES:**

- (a) **Seller's Expenses.** Seller shall pay no expenses related to the closing.
- (b) **Buyer's Expenses.** Buyer shall pay all closing costs.

10. **PRORATIONS:** Prorations to the Date of Closing shall include all current taxes and assessments. The basis for proration of taxes shall be the last known actual taxes payable. However, if such taxes are not based on a full assessment of the present Property improvements, the portion shall be based on the current tax rate and the assessed value as shown on the assessor's record at the time of settlement. Buyer and Seller agree to adjust the tax proration post Closing once the final tax bill for the tax year of Closing has been received. All past due taxes and special assessments certified as a lien on the Property as of the Closing Date shall be paid by the Seller. Seller and Buyer agree to split any roll back taxes that may be assessed on the Property.

11. **RISK OF LOSS:**

(a) In the event at any time prior to Closing, any portion of the Property is taken or is threatened to be taken by eminent domain or similar taking, Buyer shall have the option of (i) terminating this Agreement, in which neither party shall have any further rights or obligations hereunder, except for matters that by the express terms hereof survive termination, or (ii) purchasing the Property, in which event Seller shall assign to Buyer all rights and remedies it may have with regard to the such condemnation proceeding, including, without limitation, the proceeds of such condemnation, whether received or anticipated to be received.

(b) Buyer shall have no obligation to purchase the Property if any casualty, such as (without limitation) earthquake, sinkhole, contamination by hazardous substances or act of God, affects or threaten to affect, the Property so as to make construction or operation of the Property for Buyer's Intended Use more expensive or so as materially to increase the time it would take to construct the Property for Buyer's Intended Use, and upon any such occurrence, Buyer may terminate this Agreement by notice to Seller given at any time prior to Closing, whereupon neither party shall have any further right, duty, liability or obligation hereunder, except for matters that by the express terms hereof survive termination.

12. **ESCROW AGENT:** The parties hereto covenant and agree that in performing any of its duties under this Agreement, Escrow Agent shall not be liable for any loss, costs or damage which it may incur in the capacity of Escrow Agent, except for any loss, costs or damage arising out of its default or negligence. Accordingly, Escrow Agent shall not incur any liability with respect to (a) any action taken or omitted to be taken in good faith upon advice of counsel

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given with respect to any questions relating to duties and responsibilities, or (b) to any action taken or omitted to be taken in reliance upon any documents, including any written notice of instruction provided for in this Agreement, not only as to its execution and the validity and effectiveness of its provisions, but also to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to be signed or presented by a proper person or persons and to conform with the provisions of this Agreement. In an event of a dispute between any of the parties hereto, Escrow Agent shall tender unto the registry or custody of any court of competent jurisdiction sitting in the state in which the Property is located, all money in its hands held under the terms of this Agreement, together with such legal pleading as is appropriate and thereupon be discharged.

13. **AGREEMENT OF THE PARTIES:** This Agreement contains the entire agreement of the parties and cannot be changed except by their written consent.

14. **ATTORNEY'S FEES:** Any signatory to this Agreement who is the prevailing party in any legal proceedings against any other signatory brought under or with relation to this Agreement or transaction shall be additionally entitled to recover court costs, cost of litigation or discovery and reasonable attorneys fees from the non-prevailing party.

15. **DEFAULT:**

(a) **Buyer's Default.** In the event Closing fails to occur by reason of a default in its performance obligations by Buyer under the terms of this Agreement (including but not limited to the Buyer's inability to obtain financing), provided Seller is not then in default under this Agreement, Seller may, as its sole and exclusive remedy, terminate this Agreement.

(b) **Seller's Default.** In the event Closing fails to occur by reason of a default in its obligations by Seller under the terms of this Agreement, including without limitation, Seller's failure to comply with any obligation imposed on it herewith for any reason, or the representations and warranties of Seller set forth in this Agreement shall not be true and correct in any material respect as and when made in accordance with their respective terms, Buyer may enforce specific performance hereof.

16. **REPRESENTATIONS AND WARRANTIES OF SELLER AND BUYER:**

(a) **Representations of Seller.** To induce Buyer to enter this Agreement, Seller hereby represents and warrants to Buyer as follows, which representations and warranties shall be deemed made by Seller to Buyer also as of the Closing Date and thereafter and shall not be merged into the documents executed on the Closing Date, but shall survive Closing:

(i) At Closing, Buyer shall have good and marketable title to the Property free and clear of all liens and encumbrances other than the Permitted Exceptions and upon purchase from Seller, Buyer shall acquire ownership of the entirety of interests in the Property. The Property is not subject to any lease, option contract or other sales contract pursuant to which any other

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party has any right to lease or purchase any interest in the Property or any part thereof and there are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers and Seller warrants that possession of the Property shall be delivered to Buyer at Closing free and clear of any lease, tenants at sufferance, or trespassers.

(ii) There are no leases, subleases, tenant arrangements, service contracts, management agreements or other agreements or instruments which will be in force or effect on the Closing Date that grant to any person whomsoever or any entity whatsoever, any right, title, interest or benefit in or to all or any part of this Property, or any right relating to the use, operation, management, maintenance, or repair of all or any part of the Property.

(iii) There is no pending or threatened condemnation or similar proceeding or assessment affecting the Property, or any part thereof, nor to the best knowledge of Seller is any such proceeding or assessment contemplated by any governmental authority.

(iv) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

(v) No person, firm, or entity, other than Buyer, has any rights in or right to acquire the Property or any part thereof, as long as this Agreement remains in force. Seller will not, without Buyer's prior written consent, lease, transfer, mortgage, pledge or convey its interest in the Property or any portion thereof nor any right therein, nor shall Seller enter into, or negotiate for the purpose of entering into, any agreement or amendment to agreement granting to any person or entity any right with respect to the Property or any part thereof.

(vi) No garbage, refuse or solid waste has been dumped, landfill or in other way disposed of on the Property. No toxic or hazardous wastes (as defined by the U.S. Environmental Protection Agency) have been stored, located or disposed of on the Property, and the Property is not subject to any reclamation or restoration requirement of any federal, state, local or other governmental body or agency having jurisdiction over the Property.

(vii) Seller has not knowingly dumped, stored, landfill or in any other way disposed of garbage, solid waste, toxic or other hazardous waste (as defined by the U.S. Environmental Protection Agency) on the Property.

(viii) There has not been conducted by Seller, or its agents or employees any work which could result in the imposition of any mechanics', materialmen's, laborers' or similar statutory liens upon the Property.

(ix) There are no liens to which the Property is subject, has been subject or may become subject by order of any federal, state or local court, or governmental or quasi-governmental agency. The transaction contemplated herein is not subject to being set aside for any reason, including, for reasons of fraudulent conveyance to avoid a debt by or on the part of Seller or its principals, members or officers. Neither Seller nor the principals, members or

Attachment E

officers of Seller owe any court ordered restitution, fines or other penalties.

(x) The Property has access to and from public streets and there is no pending or threatened governmental proceeding that would impair or result in the termination of this access.

(xi) Seller has the full right and authority to consummate or cause to be consummated the purchase contemplated herein. This Agreement and all of the documents to be delivered by Seller at the Closing have been and will be authorized and properly executed and will constitute the valid and binding obligations of Seller, enforceable in accordance with their terms.

(xii) There is no agreement to which Seller is a party or is binding on Seller which is in conflict with this Agreement. There is no action or proceeding pending, or to Seller's actual current knowledge threatened, against Seller which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement.

(xiii) There is no pending or threatened litigation or similar action affecting the Property or the Seller, nor to the best knowledge of Seller is any such litigation or action contemplated by any party, entity, or governmental authority.

(b) Representations of Buyer. To induce Seller to enter into this Agreement, Buyer hereby represents and warrants to Seller as follows, which representations and warranties shall be deemed made by Buyer to Seller also as of the Closing Date and thereafter and shall not be merged into the documents executed on the Closing Date, but shall survive Closing:

(i) Buyer has the full right and authority to consummate or cause to be consummated the purchase contemplated herein. This Agreement and all of the documents to be delivered by Buyer have been and will be properly authorized and properly executed and will constitute the valid and binding obligations of Buyer, enforceable in accordance with their terms; and

(ii) Buyer is properly organized and existing under the laws of the State of Alabama.

(iii) Buyer is financially able to consummate the transaction for the agreed upon purchase price.

17. **REAL ESTATE COMMISSIONS:** Seller and Buyer represent and warrant to each that neither has dealt with any brokers or finders so that there are no other brokerage commissions or fees due in connection with this Agreement. Seller and Buyer shall forever indemnify and hold the other harmless against and in respect of any and all claims, losses, liabilities and expenses, including, without limitation, attorney's fees and court costs, which Buyer or Seller may incur on account of any claim by any broker or agent or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of

Attachment E

Seller or Buyer, as the case may be, in respect to the transactions herein contemplated, other than as specifically set forth in this Section. The provisions of this Section shall survive the Closing Date, or earlier termination of this Agreement.

18. **INDEMNIFICATION:** Seller and Buyer shall indemnify and hold the other harmless from and against, and reimburse the other with respect to, any and all loss, damage, liability, cost or expense, including, without limitation, reasonable attorney's fees and court costs, arising out of, by reason of, or in connection with any fines, charges, liabilities, expenses, and attorney's fees incurred by the other party in the event either party's representations and warranties are found to be improper, false or otherwise breached. The indemnities set forth in this Section shall survive Closing or the early termination of this Agreement, and shall not be deemed merged into any document delivered at Closing.

19. **NOTICES:** Any notice required or permitted to be delivered hereunder shall, except as otherwise expressly provided herein, be deemed to have been given upon the earlier to occur of (a) actual receipt by the addressee thereof including, without limitation, via facsimile transmission at the number set forth below or personal delivery; (b) the third (3rd) day after the deposit of such notice in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed to Seller or Buyer, as the case may be, as set forth below; (c) the first (1st) day after such notice has been deposited with a nationally recognized overnight courier (i.e. Federal Express); or (d) date of first refusal thereof, addressed to Seller or Buyer, as the case may be, as set forth below. The attorneys for any party hereto may send and receive notices hereunder on such party's behalf.

To Seller: TUSCALOOSA HOUSING AUTHORITY
 Matt Tompkins
 Rosen Harwood
 Telephone: (205) 469-2387

To Buyer: _____

 Telephone: () ____ - ____
 Telecopy: () ____ - ____

20. **FACSIMILES BINDING:** The parties agree that this Agreement may be transmitted between them by facsimile. Each of the parties agrees that it shall be bound by this Agreement upon receipt by the other party, or its attorney, of an executed copy hereof transmitted via facsimile or other means of telecommunication by the party to be bound (or its attorney) to the other party (or its attorney) and that faxed signatures so transmitted shall constitute original signatures.

Attachment E

21. **ASSIGNMENT:** Buyer may assign its interest in this Agreement to any of the following without Seller's consent: (a) any affiliate of Buyer and (b) any entity owned or controlled by Buyer or by the owners of Buyer. Buyer may assign its interest in the Agreement to any other person or entity with Seller's written consent, which consent shall not be unreasonable withheld, conditioned or delayed. Seller shall not be permitted to assign this Agreement without prior written consent of Buyer, which may be given, conditioned or withheld in Buyer's sole discretion. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective permitted successors and assigns.

22. **GOVERNING LAW:** This Agreement is to be construed as a contract under the laws of the state in which the Property is located.

23. **ENTIRE AGREEMENT; NO WAIVER, ETC.:** This Agreement sets forth the entire agreement between the parties, merges all prior and contemporaneous agreements, understandings, warranties or representations, and may be canceled, modified or amended only as set forth herein or by a written instrument executed by both Seller and Buyer. The captions are used only as a matter of convenience and are not to be considered a part of this Agreement nor to be used in determining the intent of the parties to it. No waiver of any provision or condition of the contract by any party shall be valid unless in writing, signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default. All references to Exhibits contained herein are references to exhibits attached hereto, all of which are made a part hereof for all purposes the same as if set forth herein verbatim, it being expressly understood that if any Exhibit attached hereto which is to be executed and delivered at Closing contains blanks, the same shall be completed correctly and in accordance with the terms and provisions contained herein and as contemplated herein prior to or at the time of execution and delivery thereof.

24. **INTERPRETATION:** Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and neuter, and vice versa.

25. **SEVERABILITY:** If any provision of this Agreement is invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof.

26. **TIME OF ESSENCE:** Time is of the essence. Should any period of time specified herein end on a Saturday, Sunday or legal holiday, the period of time shall automatically be extended to 5:00 p.m. of the next full business day.

27. **COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which, when compiled, shall constitute an original.

28. **CONFLICTS OF INTEREST:** Per the Annual Contributions Contract (ACC) between the Authority and the United States Department of Housing & Urban Development (HUD) and in addition to any other applicable conflict of interest requirements, the

Attachment E

Tuscaloosa Housing Authority may not enter this sales agreement in which any of the following classes of people has an interest, direct or indirect, during his or her tenure or for one year thereafter:

(i) Any present or former member or officer of the governing body of the Tuscaloosa Housing Authority, or any member of the officer's immediate family.

(ii) Any employee of the Tuscaloosa Housing Authority who formulates policy or who influences decisions with respect to the project(s), or any member of the employee's immediate family, or the employee's partner.

(iii) Any public official, member of the local governing body, or State or local legislator, or any member of such individuals' immediate family, who exercises functions or responsibilities with respect to the project(s) or the Tuscaloosa Housing Authority.

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Attachment E

THIS REAL ESTATE SALES AGREEMENT is executed by Seller and Buyer on the dates set forth below.

SELLER:

TUSCALOOSA HOUSING AUTHORITY

By: _____

Name: Ralph D. Ruggs

Title: Executive Director

Date Executed by Seller: _____

BUYER:

By: _____

Name: _____

Title: _____

Date Executed by Buyer: _____

Attachment E

EXHIBIT A

Delineation of the Land



Attachment F

PROPOSAL SUBMISSION FORM

I _____, an agent of _____, do hereby certify the following proposal pursuant to the Request for Proposals for the Public Sale of Property RFP-019-01 published by the Tuscaloosa Housing Authority.

Contact information:

Contact Name: _____

Company: _____

Address: _____

Phone: _____

Cell: _____

Email: _____

My (our) official offering price for the purchase of the property pursuant to this Request is \$ _____ (\$745,000 minimum)

I have included a copy of my (our) most recent financial statements pursuant to this Request.

_____ Initial

I do not have a conflict of interest as described under the *Conflict of Interest* provisions in this Request.

_____ Initial

I intend to use the property or properties for the following use(s) (please provide as much detail as possible): _____

Attachment F

Please explain why your intended use(s) would be an asset to Tuscaloosa and, in particular, the surrounding community: _____

What is your proposed timeline to complete the development of the property or properties for your intended use(s): _____

Attachment F

I _____, an agent of _____, do hereby certify that all of the above information is a true and accurate representation of the intended use(s) for the property, including all applicable timelines. I further acknowledge the Restrictive Covenants (*Attachment G*) which restrict the future use(s) of the property.

Authorized Signature

Date

Witness (Sign & Print)

Date

Deed Exhibit A
Restrictive Covenants

1. The Property described in this deed shall not be used for the following purposes while these Restrictive Covenants are in effect as provided hereinbelow:
 - Check cashing or Payday loan office, store or business
 - Pawn shop
 - Sexually-oriented adult business
 - Tattoo / body piercing parlor
 - Title loan office, store or business
 - Tobacco or vape shop, store or business
 - Vehicle repair, auto body shop, oil change or quick service shop or business
 - Any single family, town home, apartment, residential condominium, multifamily or other residential purpose
 - Bar, tavern, brewpub
 - Liquor or wine store
 - Pool hall
 - Cell phone, radio, television, microwave relay, or other communications tower
 - Group home
 - Nursing care facility
 - Event space, banquet hall or reception hall
 - Self-storage facility
 - Vehicle sales, leasing or rental shop, office or store
2. These Restrictive Covenants shall burden the property described herein for a period of time extending fifty (50) years from the date of this deed, unless sooner terminated by the Grantor, the Tuscaloosa Housing Authority, or its successors or assigns.
3. In the event Grantee, or its successors or assigns, violates the restrictions set forth in above, Grantor, or its successors assigns, may seek enforcement of the restrictions by bringing an action in the Circuit Court of Tuscaloosa County, Alabama sitting without a jury.
4. Enforcement of these restrictive covenants shall be at the sole discretion of Grantor, and its successor or assigns, and any forbearance by Grantor, or it successors or assigns, of the right to exercise its rights under these restrictive covenants in the event of any breach by Grantee, or its successors or assigns, shall not be deemed or construed to be a waiver the right to seek to enforce these restrictions upon the occurrence of any subsequent breach of these restrictive covenants. No delay or omission by Grantor, or its successors or assigns, in the exercise of any right or remedy upon any breach by Grantee, or its successors or assigns, shall impair such right or remedy or be construed as a waiver of such right or remedy.

Attachment G
Restrictive Covenants

5. If any provision of these restrictive covenants or the application thereof to any person or circumstance is found to be invalid, the remainder of the restrictive covenants, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
6. Should there be more than one Grantee, the restrictions imposed by these restrictive covenants shall be binding upon each Grantee.