

STATE OF ALABAMA)
COUNTY OF BALDWIN)

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made and is effective this 29 day of December, 20225 ("Effective Date"), between NANCY STONE CRUNKLETON, LOUISE STONE WRIGHT, ELIZABETH CLARK STONE, ANNE STONE SUMBLIN, and PATRICIA D. STONE (collectively, the "Seller") and the BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama (the "Purchaser").

WHEREAS Seller is the owner of that certain parcel of real property located in the City of Bay Minette in Baldwin County, Alabama, more particularly described on Exhibit A attached hereto, together with all improvements located thereon and all rights and appurtenances thereunto appertaining; and

WHEREAS Seller desires to sell said real property in an "AS IS" condition to Purchaser and Purchaser desires to purchase the same from Seller, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the recitals, mutual covenants, terms, conditions, and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all the parties, it is agreed as follows:

1. Purchase and Sale of Property. Seller agrees to sell, and Purchaser agrees to purchase subject to the terms and conditions herein that certain real property in an "AS IS" condition that is located in the City of Bay Minette in Baldwin County, Alabama, and more particularly described on Exhibit A attached hereto, and except as expressly provided herein the permanent improvements and fixtures located thereon (the "Property").

2. Purchase Price. The purchase price shall be Eighty Thousand and No/100 Dollars (\$80,000.00) ("Purchase Price"). Upon the Effective Date of this Agreement, Purchaser shall deliver to the Title Company, defined herein, earnest money in the amount of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), which shall be applied towards the Purchase Price ("Earnest Money") at Closing. The remainder of the total Purchase Price shall be payable at Closing in cash or immediately available funds.

3. Conveyance. Seller shall convey the Property to Purchaser by general warranty deed in form reasonably acceptable to Purchaser (the "Deed") free of all liens and encumbrances except for the Permitted Exceptions, as defined herein.

4. Title Insurance. Within thirty (30) days of the Effective Date, Purchaser shall acquire at its own expense an ALTA owner's title insurance commitment issued by or through the Title Company providing coverage in the amount of the Purchase Price and insuring Purchaser against loss on the account of any defect or encumbrance in the title to the Property ("Title Commitment"). Said Title Commitment shall be subject only to such exceptions and other matters

which are acceptable to Purchaser in Purchaser's sole discretion. In the event Purchaser determines that the Title Commitment or any other matter or condition affecting the Property is not suitable for its purposes, Purchaser may (i) elect to terminate this Agreement by delivering written notice of such intent to Seller prior to Closing, as defined herein, in which case the Earnest Money shall be refunded to Purchaser; (ii) elect to accept the defect in title and close on the Property with said defect(s); or (iii) elect to undertake to cure the defect at Purchaser's expense in which case Seller will reasonably cooperate with Purchaser's effort and extend this Agreement for a reasonable time under the circumstances.

5. Pending Assessments. Seller warrants that Seller has not received any notification of any pending municipal improvement assessments whether final or not, which warranty shall survive the delivery of the Deed from Seller to Purchaser.

6. Permitted Exceptions. The Property shall be conveyed to Purchaser subject to all ad valorem taxes and assessments for the then current year and all subsequent years thereafter, all easements, restrictions, reservations, rights-of-way and other matters of record in the Probate Office of Baldwin County, Alabama, all zoning ordinances pertaining to the Property, all mineral and mining rights not owned by Seller and any matters revealed by the Title Commitment or Survey as approved, or which are deemed to be approved, by the parties in accordance with this Agreement (collectively, the "Permitted Exceptions").

7. Prorations. The taxes, assessments, rents, insurance, and accrued interest on any mortgages are to be prorated between Seller and Purchaser as of the date of Closing. Any advance payments by Seller to mortgagees for taxes, insurance, or mortgage insurance premiums shall be returned to Seller by Purchaser. Seller will keep in force the present extended coverage insurance now in existence on the Property to protect all interests until Closing and delivery of the Deed.

8. Closing. The closing of this sale and the delivery of the Deed ("Closing") shall occur on or before March 1, 2026, at the office of Alabama Land Title (the "Title Company"), or on such other date or such other Title Company mutually agreed upon by the parties in writing.

9. Closing Costs. Seller shall pay all real estate commissions, if any. Purchaser shall pay the cost of the Title Commitment, Deed preparation, recording costs, such other closing costs, and the cost of its own due diligence matters. Each party shall be responsible for its own attorney fees, if any.

10. Seller's Obligations at Closing. At Closing, Seller shall deliver the following:

a) the Deed, fully executed and acknowledged by Seller, and in proper form for recording, conveying the Property to Purchaser in fee simple absolute, free and clear of all easements, restrictions, conditions, reservations, liens, claims or other encumbrances, and which shall be insured pursuant to the Title Commitment subject to the Permitted Exceptions;

b) a Seller's certificate, executed and acknowledged in recordable form, confirming the truth and accuracy of the representations, warranties, and covenants of Seller contained herein as of the Closing;

c) such other documents as may reasonably be required by the Title Company to effectuate the agreement memorialized herein or for the elimination of any standard or printed exceptions in Purchaser's owner's policy of title insurance, including, without limitation, the exception for unfilled mechanic's liens, parties in possession and unrecorded easements; and

d) complete and exclusive possession of the Property to Purchaser.

11. Purchaser's Obligations at Closing. At Closing, Purchaser shall deliver the following:

a) the balance of the Purchase Price to the Title Company subject to any credits, adjustments, costs or prorations provided for herein; and

b) such other documents or instruments as may reasonably be required by the Title Company to effectuate the agreement memorialized herein.

12. Conditions to Purchaser's Obligations. Purchaser's obligations under this Agreement shall be, unless waived in writing by Purchaser, subject to the following conditions:

a) All covenants, agreements, actions, proceedings, instruments, and documents required to be performed, complied with, undertaken or delivered, as the case may be, by Seller, have been performed, complied with, undertaken and delivered in accordance with the terms of this Agreement.

b) The warranties and representations made by Seller herein are true and correct (without regard to Seller's knowledge and belief) as of the date of this Agreement and as of the Closing.

c) All actions, proceedings, instruments, and documents required to be performed, complied with, undertaken or delivered, as the case may be, by Seller, have been approved by Purchaser's counsel, which approval shall not be unreasonably withheld.

If any of the foregoing conditions in this paragraph have not been fulfilled at or prior to Closing, then Purchaser shall have the right to terminate this Agreement whereupon the Title Company shall refund the Earnest Money to Purchaser and neither party shall have any right or claims against the other except for those obligations that survive the termination of this Agreement.

13. Agent Disclosure. Seller and Purchaser warrant and represent unto each other that no realtors or brokers have been involved with either the Seller's decision to sell this Property or the Purchaser's decision to purchase this Property. Seller further agrees to indemnify, defend and hold Purchaser harmless for any realtor or brokerage commission owed in connection with this transaction. Notice is hereby given that Patricia D. Stone, a Seller, is a licensed realtor in the State of Alabama, but does not claim any commission for this sale.

14. Default.

a) Default by Purchaser. In the event of Purchaser's breach of this Agreement, Seller shall have, as its sole and exclusive remedy, the right to terminate this Agreement whereupon the Earnest Money shall be paid to Seller such amount being agreed to by the parties as liquidated damages.

b) Default by Seller. In the event of Seller's breach of this Agreement, Purchaser shall have the right to (i) affirm this Agreement and seek to enforce its specific performance; (ii) proceed against Seller for any all damages or remedies available to Purchaser under law or in equity including, without limitation, Purchaser's attorney fees incurred in connection with Seller's breach; and/or (iii) terminate this Agreement whereupon the Title Company shall refund the Earnest Money to Purchaser

15. Due Diligence.

a) Following the Effective Date of this Agreement, Purchaser shall have forty five (45) days ("Due Diligence Period") within which to conduct any and all tests, surveys, inspections, studies, examinations, and to address any other matters as Purchaser may elect, in its sole judgment, to determine the suitability of the Property for Purchaser's purposes. Such due diligence matters may include, but shall not be limited to, soil tests, borings, engineering studies, environmental studies, feasibility studies, topographical surveys, drainage plans, marketing studies, financial studies, utility availability investigations, Purchaser's ability to obtain building permits, and all other required permits or licenses and any approvals deemed necessary or important to Purchaser with respect to Purchaser's proposed utilization of the Property.

b) In the event that the zoning affecting the Property must be amended or site plan approval or other governmental approval must be obtained in order to permit Purchaser's intended use thereof, in Purchaser's judgment, then Purchaser shall be entitled, at Purchaser's sole cost and expense, to initiate proceedings and to take all other action necessary to effect such zoning change, governmental approval, and/or site plan approval. Seller shall cooperate with Purchaser in the institution of such proceedings and action, and shall execute all authorizations and other documents necessary to cause, at Purchaser's request and Purchaser's expense, the Property to be rezoned and/or site plan approval to be obtained. In the event that Purchaser fails to rezone the Property and/or obtain governmental approval or site plan approval prior to the expiration of the Due Diligence Period, such Due Diligence Period shall be extended at Purchaser's option for a reasonable period of time in order to enable the obtaining of the same.

c) In the event Purchaser is not satisfied with the results of any of its due diligence and elects to terminate this Agreement, Purchaser shall deliver written notice to Seller prior to expiration of the Due Diligence Period whereupon the Title Company shall refund the Earnest Money to Purchaser. If such notice is not timely given, the physical condition of the Property shall be deemed to be acceptable to Purchaser and the Earnest Money shall become non-refundable to Purchaser.

d) Seller hereby grants to Purchaser and its agents, employees and contractors reasonable access to the Property during the Due Diligence Period necessary to conduct such inspections and investigations. In performing its due diligence, Purchaser agrees to use reasonable, good faith efforts not to damage the Property.

16. Survey. Purchaser, at its sole cost and expense, may obtain a current certified survey ("Survey") of the Property. If the legal description set forth in the Survey varies in any material respect from the legal description attached hereto as Exhibit "A," then Purchaser, at its option, may terminate this Agreement, whereupon any Earnest Money paid by Purchaser shall be returned to Purchaser, and the parties hereto shall have no further obligations hereunder. In the event Purchaser does not elect to terminate this Agreement, then the legal description from the Survey shall be substituted for Exhibit A.

17. Condemnation. In the event that condemnation or eminent domain proceedings (or private purchase in lieu thereof) are commenced or threatened to be commenced by any public or quasi-public authority having jurisdiction against all or any part of the Property, then Seller shall promptly notify Purchaser. In such event, Purchaser may, at its option, by giving written notice to Seller within thirty (30) days after receipt of notice from Seller of a condemnation proceeding with respect to the Property, terminate this Agreement. In such event, Purchaser shall be entitled to the return of the Earnest Money, and thereafter neither Purchaser nor Seller shall have any liability to the other hereunder. In the event Purchaser does not elect to terminate this Agreement, notwithstanding the commencement of condemnation proceedings, then the condemnation award shall be distributed first to Seller, to a maximum of the Purchase Price, with any balance to be distributed to Purchaser. If Seller receives any condemnation award for any portion of the Property the Purchase Price hereunder shall be reduced by the same amount. In the event Purchaser elects to contest the condemnation and/or the amount of the condemnation award, Purchaser shall so notify Seller by giving written notice to Seller within thirty (30) days after receipt from Seller of notice of the condemnation proceedings, and thereafter, Purchaser, at its expense, will join Seller to contest the condemnation and/or the condemnation award. Notwithstanding anything herein to the contrary, Seller shall assume the risk of loss to the Property until Closing.

18. Representations of Seller. Seller represents and warrants to Purchaser that the following statements are true as of the date hereof and shall continue to be true as of the Closing:

- a. Seller has good and marketable fee simple absolute title to the Property free and clear of all easements, restrictions, conditions, reservations, liens, claims or other encumbrances, other than these deemed Permitted Exceptions as provided herein.
- b. Seller has the full right, power, and authority to enter into this Agreement and to cause the same to create a legal and binding obligation of Seller.
- c. There is no pending or contemplated claim, litigation, condemnation, administrative action, or other legal proceeding involving or affecting any portion of the Property.
- d. There is no oral or written lease, agreement, or contract to which Seller is a party in *any way* affecting or related to the Property and there are no persons possessing or

having rights of possession to the Property or any portion thereof other than Seller.

19. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be delivered to the parties at the following addresses:

If to Seller: Anne Stone Sumblin
STONE SUMBLIN LAW LLC
P.O. Box 345
Kinston AL 36453
anne@stonesumblinlaw.com

If to Purchaser: Baldwin County Commission
Attn: Chairman
322 Courthouse Square
Bay Minette, Alabama 36507

Any notice which either party may be required or may desire to give under this Agreement shall be in writing and shall be deemed to have been properly given if (a) hand delivered (effective upon delivery), (b) sent by a nationally recognized overnight delivery service (effective one (1) business day after delivery to such courier for overnight delivery service) or (c) sent via the United States Postal Service, or successor governmental agency, registered or certified mail, return receipt requested (effective three (3) business days after deposit).

20. Miscellaneous.

a. No Coercive Action. Each of the parties expressly acknowledges that they are entering into this Agreement on their own accord and free will and are not entering into this Agreement as the result of any coercive action, whether by exercise of eminent domain powers or otherwise.

b. Assignment. No assignment of this Agreement or any right or duty accruing under this Agreement shall be made, in whole or in part, by either party, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

c. Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, each of the parties hereto, and their respective heirs, personal representatives, successors, and assigns.

d. Attorney Fees. Should any lawsuit or legal proceeding be commenced by either party against another party to this Agreement to enforce the rights and duties of either in relation to this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its reasonable attorneys' fees.

e. Survival. Each and every provision of this Agreement shall survive the Closing and shall not be nullified or affected by the Closing.

f. Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force

and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

g. Time of the Essence. Time is of the essence as to all matters covered in this Agreement.

h. Entire Agreement. This Agreement and the documents referred to in this Agreement constitute the entire agreement between the parties and supersedes any prior contracts or agreements, and there are no other conditions, covenants or agreements which shall be binding between the parties.

i. Rule of Construction. The parties hereto acknowledge that each party and its counsel have had the opportunity to review and revise this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

j. Governing Law; Venue. This Agreement shall be deemed to have been made in the State of Alabama, and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder. The proper venue for any action arising hereunder or relating to the subject matter of this Agreement shall lie solely and exclusively in Baldwin County, Alabama.

k. Counterparts. This Agreement may be executed in counterpart and all such counterparts, taken together, shall be deemed to be one and the same instrument. An executed copy transmitted by facsimile or email shall be deemed an original.

l. Cooperation. The parties agree to execute any and all documents necessary to accomplish this transaction. The parties also agree that an electronic signature to this Agreement is effective as though an original.

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties executed this Agreement as of the Effective Date first written above.

PURCHASER:

BALDWIN COUNTY COMMISSION

By: _____

Its: _____

ATTEST:

SELLER:

AuthentiSIGN
Nancy Stone Crunkleton 12/29/25

NANCY STONE CRUNKLETON

AuthentiSIGN
Elizabeth Clark Stone 12/29/25

ELIZABETH CLARK STONE

AuthentiSIGN
Louise Stone Wright 12/29/25

LOUISE STONE WRIGHT

AuthentiSIGN
Anne Stone Sumblin 12/29/25

ANNE STONE SUMBLIN

AuthentiSIGN
Tricia Stone 12/29/25

Patricia D. Stone PATRICIA D. STONE *PS*

EXHIBIT A

Lot 1 and the South 10 feet of Lot 2, Block 105 of the Hand Land Company's Addition to the Town of Bay Minette, Alabama, according to the plat thereof recorded in the Office of the Judge of Probate of Baldwin County, Alabama.