

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 8/22/2013

Action Requested By:
Legal

Agenda Item Type
Resolution

Subject Matter:

Agreement to Purchase real property with Danny Young.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an Agreement to Purchase between the City of Huntsville and Danny Young.

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Associated Cost: \$55,001

Budgeted Item: Not applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: _____

Date: _____

RESOLUTION NO. 13-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an Agreement to Purchase by and between the City of Huntsville and Danny Young, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement to Purchase between the City of Huntsville and Danny Young," consisting of five (5) pages including Exhibit A, and the date of August 22, 2013, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 22nd day of August, 2013.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 22nd day of August, 2013.

Mayor of the City of
Huntsville, Alabama

AGREEMENT TO PURCHASE

DANNY YOUNG, whose address is _____ (hereinafter referred to as "Purchaser") agrees to purchase the real property described in Paragraph One (1) from **THE CITY OF HUNTSVILLE, ALABAMA**, a municipal corporation ("Seller"), who agrees to sell the Property pursuant to the terms of this Agreement to Purchase (this "Agreement"). In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of such by Seller is hereby acknowledged, the parties hereby agree as follows:

1. Sale and Purchase

Seller shall sell and Purchaser shall purchase, subject to the terms and conditions herein, property located in Marshall County, Alabama (the "Property"), which is more particularly described in attached Exhibit "A," which is incorporated herein by reference.

2. Purchase Price

The Purchase Price for the Property shall be FIFTY-FIVE THOUSAND ONE AND NO/100 DOLLARS (\$55,001.00) which shall be payable at Closing.

3. Conditions of Sale

(a) This Agreement is subject to approval by the City Council within thirty (30) days from the date it is executed by Purchaser and delivered to Seller for consideration. This Agreement will not be executed by the mayor of the City of Huntsville unless and until approved by the City Council.

(b) The Property shall be sold "As Is, Where Is, and With All Faults."

4. Title

Title to the Property, together with all easements and appurtenances, shall be conveyed to Purchaser by Statutory Warranty Deed, in accordance with the laws of the State of Alabama, conveying insurable fee simple title to Purchaser, subject to a lien for taxes not yet due and payable, matters of survey, and existing easements, reservations, conditions, and restrictions of record.

5. Closing

Closing shall be within Thirty (30) days of the date that this Agreement is executed in full, provided the conditions set forth in Paragraph Three have been satisfied.

6. Terms of Closing.

a. Real Property Taxes shall be prorated as of the date of Closing.

b. Purchaser shall pay for recording the deed, including all transfer and conveyance taxes and fees. Each party shall pay its own attorney's fees incurred in the preparation of this Agreement and in connection with the Closing. Purchaser also shall pay for other costs of closing, including any premium on owner's title insurance policies.

c. Seller shall provide the deed at Closing at Seller's expense.

e. The Closing shall take place at the law firm of Wilmer & Lee, P.A.

f. Wilmer & Lee, P.A., shall serve as agent for the title insurance company to issue any owner's title insurance policies.

7. Acceptance

Intentionally omitted.

8. Broker

Seller and Purchaser acknowledge that no broker and/or finder arranged the sale of Seller's Property on the terms and conditions contained herein. Seller and Purchaser do hereby agree to indemnify each other from all loss, damage, cost or expense, including attorney's fees, that they may suffer as a result of any claim or action brought by any broker acting on behalf of Seller or Purchaser, respectively.

9. Time of the Essence

Time is of the essence of this Agreement.

10. Attorney's Fees

In the event of a dispute between the parties pursuant to the terms of this Agreement, the prevailing party shall be entitled to collect reasonable attorney's fees.

11. Successors

All rights and obligations of Purchaser and Seller under this Agreement shall inure to the benefit of and be binding upon all successors and assigns of each of them.

12. Amendment

No modification or amendment of this Agreement shall be of any force or effect unless in writing and executed by each party hereto. To the extent that escrow, closing or settlement

instructions or other similar documents are inconsistent with the terms and conditions of the purchase and sales contained herein, this Agreement shall control and shall survive the recordation of any and all deeds.

13. Entire Agreement

This Agreement contains the entire agreement between the parties. No promise, representation, warranty or covenant not included in this Agreement has been or is relied upon by either party. Each party has relied upon his own examination of the full Agreement and the provisions thereof and the warranties, representations and covenants expressly contained in this Agreement itself. The failure or refusal of either party to inspect this Agreement or other documents, or to obtain legal advice or other advice relevant to this transaction, constitutes a waiver of any objection, contention or claim that might have been based upon such reading, inspection or advice.

14. Interpretation

This Agreement shall be interpreted in accordance with Alabama law. Unless otherwise provided, all terms shall have the meaning given them in ordinary English usage and as customarily used. Words in the masculine gender include feminine and neuter. The paragraph headings and titles of this Agreement are not part of this Agreement, having been inserted for convenience of reference only, and shall have no effect upon the construction or interpretation of any part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this _____ day of _____, 2013.

[Signature Page to Follow]

SELLER:

**THE CITY OF HUNTSVILLE,
ALABAMA**

By: _____
Tommy Battle, Mayor

Attest: _____
Charles Hagood, Clerk Treasurer

Date: _____

PURCHASER:

By: _____
DANNY YOUNG

Witness

EXHIBIT "A"

Lot 7, Block 1, according to the map and survey of Cherokee Pines Subdivision, Dorman Addition, according to the survey and plat recorded in Plat Book 6, Page 108, in the Probate Office of Marshall County, Alabama.