

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 9/12/2013

Action Requested By:
Legal

Agenda Item Type
Resolution

Subject Matter:

Agreement to Purchase real property with Charles E. White.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to execute an Agreement to Purchase real property between the City of Huntsville and Charles E. White.

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

Item to be considered for: Action

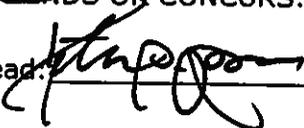
Unanimous Consent Required: No

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: \$17,000

Budgeted Item: Not applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: 

Date: 8-27-13

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 Charles E. White, 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 Charles E. White," consisting of five (5) pages including Exhibit A, and the date of September 12, 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 12th day of September, 2013.

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

APPROVED this the 12th day of September, 2013.

Mayor of the City of
Huntsville, Alabama

STATE OF ALABAMA

COUNTY OF MADISON

AGREEMENT TO PURCHASE

THE CITY OF HUNTSVILLE, an Alabama municipal corporation (hereinafter referred to as "Buyer" or the "City") agrees to purchase the real property described in Paragraph One (1) from **CHARLES E. WHITE** ("Seller"), who agrees to sell the Property. 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 Buyer shall purchase, subject to the terms and conditions herein, property located in Huntsville, Madison 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 **SEVENTEEN THOUSAND AND NO/00 DOLLARS (\$17,000.00)** which shall be payable at Closing.

3. Conditions of Sale

This Agreement to Purchase is subject to approval by the City Council within 30 days from the date it is executed. Furthermore, the Agreement is subject to Buyer's written approval of an ALTA title insurance commitment issued to Buyer by Commonwealth Land Title Insurance Company.

4. Title

Title to the Property together with all easements and appurtenances shall be conveyed to Buyer by General Warranty Deed in a form and content satisfactory to Buyer, in accordance with the laws of the State of Alabama, conveying fee simple marketable title to Buyer, free and clear of all liens, encumbrances, and other matters affecting title, except a lien for taxes not yet due and payable, matters of survey, and existing easements and restrictions of record. Any existing mortgages on the Property shall be paid and satisfied at or prior to Closing. Seller shall provide affidavits and/or

President of the City Council of the
City of Huntsville, Alabama
Date: _____

indemnities in such form as are satisfactory to Buyer's counsel in order to establish clear title to the Property.

5. Closing

Closing shall be on or before September 30, 2013, provided all conditions set forth in Paragraph Three have been satisfied, or earlier at the option of Buyer:

1. Real Property Taxes for the current year shall be prorated as of the date of Closing.
2. Seller shall deliver to Buyer an affidavit of no liens and attesting to Seller's sole possession.
3. Buyer shall pay for all recording and transfer taxes and fees and all other costs of closing. Each party shall pay its own attorney's fees in connection with closing.
4. Seller shall provide a general warranty deed at Closing at Seller's expense.

6. Acceptance

Intentionally Omitted.

7. Broker

Seller and Buyer acknowledge that no broker and/or finder arranged the sale of Seller's Property on the terms and conditions contained herein. Seller and Buyer 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 Buyer, respectively.

8. Time of the Essence

Time is of the essence in this Agreement.

9. 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.

10. Successors

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

11. 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.

12. 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 the Agreement itself. The failure or refusal of either party to inspect the 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.

13. 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 Purchase to be executed on this _____ day of _____, 2013.

[Signature Page to Follow]

BUYER:

**THE CITY OF HUNTSVILLE,
ALABAMA**

By: _____
Tommy Battle, Mayor

Attest: _____
Charles Hagood, Clerk Treasurer

Date: August 15, 2013


Witness

SELLER:
By: 
CHARLES E. WHITE

EXHIBIT "A"

Lot One (1) Block 25, in the Huntsville Park Subdivision, according to the map thereof, recorded in the Office of the Judge of Probate of Madison County, Alabama, in Plat Book 1, Page 216.

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Legal

Council Meeting Date: 9/12/2013

Department Contact: Peter Joffrion

Phone # 427-5026

Contract or Agreement: Agreement to Purchase

Document Name: Agreement to Purchase real property from Charles E. White

City Obligation Amount: \$17,000

Total Project Budget: \$17,000

Uncommitted Account Balance:

Account Number: *13-7200-281-8422*

Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
-----------------------	-----------------------

Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name:
-----------------------	-------------

Department	Signature	Date
1) Originating	<i>[Signature]</i>	8-27-13
2) Legal	<i>[Signature]</i>	8-27-13
3) Finance <i>[Signature]</i>	<i>[Signature]</i>	8/28
4) Originating	<i>[Signature]</i>	8-27-13
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		