

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: \_\_\_\_\_

Meeting Type: Regular

Meeting Date: Jul 24, 2014

Action Requested By: Fire and Rescue

Agenda Type: Resolution

Subject Matter:

Approval of Real Property Purchase Agreement

Exact Wording for the Agenda:

Purchase Agreement between the City of Huntsville and Green Mountain Volunteer Fire Department, Inc., for the purchase of real property.

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.

This purchase agreement will allow Huntsville Fire and Rescue to allow us to work more closely with Green Mountain Volunteer Fire Department to respond to events on Green Mountain in a timely manner. Huntsville Fire and Rescue will staff the station during inclement weather.

Associated Cost: 105,000.00

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: *RW McFarley*

Date: 7-17-14

## ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Fire and Rescue

Council Meeting Date: 7/24/2014

Department Contact: Lesley Easter

Phone # 427-5053

Contract or Agreement: Real Property Purchase Agreement

Document Name: Green Mt VFD Real Property Purchase Agreement

City Obligation Amount: \$105,000.00

Total Project Budget: \$105,000.00

Uncommitted Account Balance: \$105,000.00

Account Number: 23-5300-0812-8707

### Procurement Agreements

<b>Not Applicable</b>	<b>Not Applicable</b>
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### Grant-Funded Agreements

<b>Not Applicable</b>	Grant Name:
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Department	Signature	Date
1) Originating	<i>BW McFadyen</i>	7-17-14
2) Legal	<i>Mary G. Carter</i>	7-17-14
3) Finance <i>CC</i>	<i>[Signature]</i>	7/2/17
4) Originating	<i>BW McFadyen</i>	7-17-14
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 14- \_\_\_\_\_

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor is hereby authorized to enter into a Purchase Agreement for Real Property, by and between the City of Huntsville, a municipal corporation in the State of Alabama, and Green Mountain Volunteer Fire Department, Inc., which said Agreement is attached hereto and identified as "Purchase Agreement between the City of Huntsville and Green Mountain Volunteer Fire Department, Inc., for real property" consisting of four(4)pages and the date of July 24<sup>th</sup>, 2014, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and 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 24<sup>th</sup> day of July, 2014.

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

APPROVED this the 24<sup>th</sup> day of July, 2014.

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Mayor of the City of Huntsville,  
Alabama

## **AGREEMENT TO PURCHASE**

**THE CITY OF HUNTSVILLE**, an Alabama municipal corporation in the State of Alabama (hereinafter referred to as "Purchaser" or the "City"), agrees to purchase the real property described in Paragraph One (1) from **GREEN MOUNTAIN VOLUNTEER FIRE DEPARTMENT, INCORPORATED, a non-profit corporation** ("Seller"), who agrees to sell the Property. In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which 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 Madison County, Alabama (the "Property"), as more particularly described in the attached Exhibit "A," which is incorporated herein by reference.

**2. Purchase Price**

The Purchase Price for the Property shall be **One Hundred Five Thousand and No/100 Dollars (\$105,000.00)**, which shall be payable at Closing.

**3. Conditions of Sale**

- (a) This Agreement is subject to approval by City Council.
- (b) The Agreement is subject to Purchaser's receipt of a satisfactory ALTA title insurance commitment issued by Commonwealth Land Title Insurance Company to Purchaser.
- (c) Closing of the transaction is contingent upon the satisfactory negotiation and execution of a long term Lease Agreement by and between Seller and Huntsville Fire & Rescue.

**4. Title**

Title to the Property, together with all easements and appurtenances, shall be conveyed to Purchaser by General Warranty Deed, in form and content satisfactory to Purchaser and in accordance with the laws of the State of Alabama, conveying fee simple marketable title to Purchaser, 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 indemnities in such form as are satisfactory to the Closing Agent in order to establish clear title to the Property.

**5. Closing**

- a. Closing shall be within thirty (30) days after the conditions set forth in Paragraph Three (3) have been satisfied, or earlier at the option of Purchaser.
- b. Real Property Taxes for the current year, if any, shall be prorated at the Closing.
- c. Seller shall deliver to the Closing Agent an affidavit attesting that there are no liens upon the Property and that Seller is in sole possession of the Property.
- d. Purchaser shall pay all closing costs, including all transfer and conveyance taxes and fees. Each party shall pay its own attorney's fees in connection with Closing.
- e. Seller shall provide a general warranty deed at the Closing at Seller's expense.
- f. The Closing shall occur at the law firm of Wilmer & Lee, P.A. ("Closing Agent").

**6. 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 the other may suffer as a result of any claim or action brought by any broker acting on behalf of Seller or Purchaser, respectively.

**7. Time of the Essence**

Time is of the essence of this Agreement.

**8. 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 a reasonable attorney's fee.

**9. Successors**

All rights and obligations of Purchaser and Seller under this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

**10. 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 any escrow, closing, or settlement

documents are inconsistent with the terms and conditions contained in this Agreement, this Agreement shall control and shall survive the recordation of any and all deeds.

**11. Entire Agreement**

This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been made nor relied upon by either party. Each party has had an opportunity to examine this Agreement and the provisions hereof. The failure or refusal of either party to fully read and inspect this Agreement and/or to otherwise obtain legal advice related to this transaction constitutes a waiver of any objection, contention, or claim that might have been based upon such reading, inspection, or advice.

**12. Interpretation**

This Agreement shall be interpreted in accordance with Alabama law. Unless otherwise provided, all terms shall be given their ordinary and custom English usage. Words in the masculine gender include the feminine and neuter. The paragraph headings and titles of this Agreement do not form a part of this Agreement, are inserted for convenience of reference only, and 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 \_\_\_\_\_, 2014.

**PURCHASER:  
CITY OF HUNTSVILLE**

By: \_\_\_\_\_  
Tommy Battle, Mayor

Attest: \_\_\_\_\_  
Charles Hagood, Clerk Treasurer

**SELLER:**

**GREEN MOUNTAIN VOLUNTEER FIRE  
DEPARTMENT, INCORPORATED**

  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
Peter D. Dobbs  
Its: President

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**A TRACK OF LAND ON GREEN MOUNTAIN**  
**HUNTSVILLE, ALABAMA**

**A TRACT OF LAND LOCATED IN SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 EAST OF THE HUNTSVILLE MERIDIAN, HUNTSVILLE, MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCE AT A MONUMENT FOUND AT THE CENTER OF THE NORTH BOUNDARY OF THE SOUTHWEST QUARTER OF SAID SECTION 10 AS SHOWN ON THE PLAT OF INSPIRATION ON GREEN MOUNTAIN, A PLAT OF SAME BEING RECORDED AS DOCUMENT NUMBER 20090828000569380 IN THE OFFICE OF THE JUDGE OF PROBATE, HUNTSVILLE, MADISON COUNTY, ALABAMA; THENCE NORTH 88 DEGREES 11 MINUTES 30 SECONDS WEST, A DISTANCE OF 60.47 FEET TO A MONUMENT FOUND; THENCE NORTH 84 DEGREES 03 MINUTES 25 SECONDS WEST, A DISTANCE OF 3.38 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY MARGIN OF SOUTH SHAWDEE ROAD; THENCE NORTH 12 DEGREES 43 MINUTES 58 SECONDS WEST AND ALONG THE SAID EASTERN RIGHT-OF-WAY MARGIN OF SOUTH SHAWDEE ROAD, A DISTANCE OF 15.51 FEET TO A POINT; THENCE NORTH 12 DEGREES 48 MINUTES 08 WEST AND CONTINUING ALONG THE SAID EASTERN RIGHT-OF-WAY MARGIN OF SOUTH SHAWDEE ROAD, A DISTANCE OF 77.36 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THE SAID POINT BEING FURTHER DESCRIBED AS THE SOUTHWEST CORNER OF THAT PROPERTY RECORDED IN DEED BOOK 500, PAGE 979, SAID PROBATE RECORDS;**

**THENCE FROM THE POINT OF BEGINNING NORTH 12 DEGREES 49 MINUTES 40 SECONDS WEST AND CONTINUING ALONG THE SAID EASTERN RIGHT-OF-WAY MARGIN OF SOUTH SHAWDEE ROAD AND THE WEST BOUNDARY OF THAT PROPERTY RECORDED IN SAID DEED BOOK 500, PAGE 979, SAID PROBATE RECORDS, A DISTANCE OF 88.87 FEET TO A REBAR AT THE NORTHWEST CORNER OF THAT PROPERTY RECORDED IN SAID DEED BOOK 500, PAGE 979, SAID PROBATE RECORDS AND ALSO BEING THE NORTHWEST CORNER OF THAT PROPERTY RECORDED IN DEED BOOK 869, PAGE 910, SAID PROBATE RECORDS; SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THAT PROPERTY RECORDED IN DOCUMENT NUMBER 20110218000098470, SAID PROBATE RECORDS;**

**THENCE NORTH 13 DEGREES 52 MINUTES 03 SECONDS WEST AND LEAVING THE SAID NORTHWEST CORNERS OF THE PROPERTIES RECORDED IN DEED BOOK 500, PAGE 979 AND DEED BOOK 869, PAGE 910, SAID PROBATE RECORDS AND CONTINUING ALONG THE SAID EASTERN RIGHT-OF-WAY MARGIN OF SOUTH SHAWDEE ROAD AND THE WEST BOUNDARY OF THAT PROPERTY RECORDED IN DOCUMENT NUMBER 20110218000098470, SAID PROBATE RECORDS, A DISTANCE OF 120.48 FEET TO A REBAR AT THE NORTHWEST CORNER OF THAT PROPERTY RECORDED IN SAID DOCUMENT NUMBER 20110218000098470, SAID PROBATE RECORDS AND THE SOUTHWEST CORNER OF THAT PROPERTY RECORDED IN DEED BOOK 761, PAGE 142, SAID PROBATE RECORDS;**

**THENCE NORTH 87 DEGREES 46 MINUTES 38 SECONDS EAST AND LEAVING THE SAID EASTERN RIGHT-OF-WAY MARGIN OF SOUTH SHAWDEE ROAD AND THE SAID NORTHWEST CORNER OF THAT PROPERTY RECORDED IN DOCUMENT NUMBER 20110218000098470, SAID PROBATE RECORDS AND THE SAID SOUTHWEST CORNER OF THAT PROPERTY RECORDED IN DEED BOOK 761, PAGE 142, SAID PROBATE RECORDS AND ALONG THE NORTH BOUNDARY OF THAT PROPERTY RECORDED IN SAID DOCUMENT NUMBER 20110218000098470, SAID PROBATE RECORDS AND THE SOUTH BOUNDARY OF**

THAT PROPERTY RECORDED IN SAID DEED BOOK 761, PAGE 142, SAID PROBATE RECORDS, A DISTANCE OF 146.94 FEET TO A REBAR AT THE MOST SOUTHEASTERN CORNER OF THAT PROPERTY RECORDED IN SAID DEED BOOK 761, PAGE 142, SAID PROBATE RECORDS AND ALSO BEING ON THE BOUNDARY OF TRACT 35 AS SHOWN ON THE PLAT OF INSPIRATION ON GREEN MOUNTAIN, DOCUMENT NUMBER 20090828000563380, SAID PROBATE RECORDS;

THENCE NORTH 87 DEGREES 35 MINUTES 06 SECONDS EAST (PLAT NORTH 86 DEGREES 56 MINUTES 59 SECONDS EAST) AND LEAVING THE SAID SOUTHEASTERN CORNER OF THAT PROPERTY RECORDED IN 761, PAGE 142, SAID PROBATE RECORDS AND ALONG THE SAID BOUNDARY OF TRACT 35, INSPIRATION ON GREEN MOUNTAIN, DOCUMENT NUMBER 20090828000563380, SAID PROBATE RECORDS AND THE NORTH BOUNDARY OF THAT PROPERTY RECORDED IN DOCUMENT NUMBER 20110218000098470, SAID PROBATE RECORDS, A DISTANCE OF 38.15 FEET TO A HILL CAPPED REBAR AT THE NORTHEAST CORNER OF THAT PROPERTY RECORDED IN DOCUMENT NUMBER 20110218000098470, SAID PROBATE RECORDS AND ALSO BEING ON THE BOUNDARY OF TRACT 35, INSPIRATION ON GREEN MOUNTAIN, AS RECORDED IN DOCUMENT NUMBER 20090828000563380;

THENCE SOUTH 02 DEGREES 33 MINUTES 40 SECONDS WEST (PLAT SOUTH 02 DEGREES 37 MINUTES 36 SECONDS WEST) AND LEAVING THE SAID NORTHEAST CORNER OF THAT PROPERTY RECORDED IN DOCUMENT NUMBER 20110218000098470, SAID PROBATE RECORDS AND ALONG THE EAST BOUNDARY OF THAT PROPERTY RECORDED IN DOCUMENT NUMBER 20110218000098470, SAID PROBATE RECORDS AND THE BOUNDARY OF SAID TRACT 35, INSPIRATION ON GREEN MOUNTAIN, DOCUMENT NUMBER 20090828000563380, SAID PROBATE RECORDS, A DISTANCE OF 120.14 FEET (PLAT 120.08 FEET) TO A REBAR AT THE SOUTHEAST CORNER OF THAT PROPERTY RECORDED IN DOCUMENT NUMBER 20110218000098470, SAID PROBATE RECORDS AND THE NORTHEAST CORNER OF THAT PROPERTY RECORDED IN DOCUMENT NUMBER 20131220000799870, SAID PROBATE RECORDS AND THE NORTHWEST CORNER OF TRACT 37 AS SHOWN ON THE PLAT OF INSPIRATION ON GREEN MOUNTAIN, DOCUMENT NUMBER 20090828000563380, SAID PROBATE RECORDS;

THENCE SOUTH 02 DEGREES 41 MINUTES 37 SECONDS WEST AND LEAVING THE SAID SOUTHEAST CORNER OF THAT PROPERTY RECORDED IN DOCUMENT NUMBER 20110218000098470, SAID PROBATE RECORDS AND THE SAID NORTHWEST CORNER OF TRACT 37, INSPIRATION ON GREEN MOUNTAIN, DOCUMENT NUMBER 20090828000563380 SAID PROBATE RECORDS AND ALONG THE EAST BOUNDARY OF THAT PROPERTY RECORDED IN DOCUMENT NUMBER 20131220000799870, SAID PROBATE RECORDS AND THE WEST BOUNDARY OF SAID TRACT 37, INSPIRATION ON GREEN MOUNTAIN, DOCUMENT NUMBER 20090828000563380, SAID PROBATE RECORDS, A DISTANCE OF 99.99 FEET TO A 1 1/2" OPEN PIPE AT THE SOUTHEAST CORNER OF THAT PROPERTY RECORDED IN DOCUMENT NUMBER 20131220000799870, SAID PROBATE RECORDS AND THE SOUTHWEST CORNER OF SAID TRACT 37, INSPIRATION ON GREEN MOUNTAIN, DOCUMENT NUMBER 20090828000563380.SAID PROBATE RECORDS;

THENCE NORTH 81 DEGREES 25 MINUTES 18 SECONDS WEST AND LEAVING THE SAID SOUTHEAST CORNER OF THAT PROPERTY RECORDED IN DOCUMENT NUMBER 20131220000799870, SAID PROBATE RECORDS AND THE SOUTHWEST CORNER OF TRACT 37, INSPIRATION ON GREEN MOUNTAIN, DOCUMENT NUMBER 20090828000563380, SAID PROBATE RECORDS AND ALONG THE SOUTH BOUNDARY OF THAT PROPERTY RECORDED IN DOCUMENT NUMBER 20131220000799870, SAID PROBATE RECORDS, A DISTANCE OF 38.35 FEET TO A REBAR AT THE SOUTHWEST CORNER OF THAT PROPERTY RECORDED IN DOCUMENT NUMBER 20131220000799870, SAID PROBATE RECORDS AND THE SOUTHEAST CORNER OF THAT PROPERTY RECORDED IN DEED BOOK 869, PAGE 910, SAID

PROBATE RECORDS AND THE SOUTHEAST CORNER OF THAT PROPERTY RECORDED IN DEED BOOK 500, PAGE 979, SAID PROBATE RECORDS; SAID POINT ALSO BEING ON THE NORTH BOUNDARY OF TRACT 35, INSPIRATION ON GREEN MOUNTAIN, DOCUMENT NUMBER 20090828000563380, SAID PROBATE RECORDS;

THENCE NORTH 87 DEGREES 53 MINUTES 38 SECONDS WEST AND LEAVING THE SAID SOUTHEAST CORNERS OF THE PROPERTIES RECORDED IN DEED BOOK 869, PAGE 910 AND DEED BOOK 500, PAGE 979, SAID PROBATE RECORDS AND ALONG THE SOUTH BOUNDARY OF THAT PROPERTY RECORDED IN DEED BOOK 500, PAGE 979, SAID PROBATE RECORDS AND THE NORTH BOUNDARY OF SAID TRACT 35, INSPIRATION ON GREEN MOUNTAIN, DOCUMENT NUMBER 20090828000563380, SAID PROBATE RECORDS, A DISTANCE OF 88.50 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND AND CONTAINING 32,646 SQUARE FEET OR 0.749 ACRE, MORE OR LESS.

THE ABOVE DESCRIBED TRACT OF LAND IS SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY OR RESTRICTIONS RECORDED OR UNRECORDED THAT MAY EXIST.

