

**CITY COUNCIL AGENDA ITEM COVER MEMO**

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

Meeting Type: Regular

Meeting Date: Aug 28, 2014

Action Requested By: Legal

Agenda Type: Ordinance

**Subject Matter:**

Ordinance declaring property surplus.

**Exact Wording for the Agenda:**

Ordinance declaring .257 acre tract of property located along Meridian Street as surplus and no longer needed for a municipal or public purpose.

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

Item to be considered for: Action

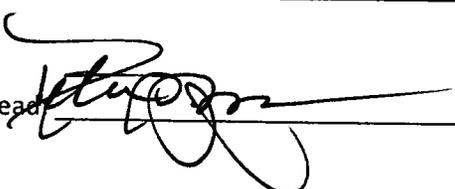
Unanimous Consent Required: Yes

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: \$240,000

Budgeted Item: Not Applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head 

Date: 8-18-14

ORDINANCE NO. 14-\_\_\_\_\_

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, as follows:

1. That in the judgment and opinion of the City Council of the City of Huntsville, that certain parcel of land described in Exhibit "A-1" and depicted in Exhibit "A-2," which are attached hereto and incorporated herein, (the "Property") is surplus to the needs of the City of Huntsville. That the Property was originally acquired by the City of Huntsville from The Housing Authority of the City of Huntsville in 1982 by virtue of that certain deed recorded at Deed Book 607, Page 238, Probate Records of Madison County, Alabama.

2. That in the judgment and opinion of the City Council of the City of Huntsville, the Property is not needed by any department or division of the City of Huntsville for public or municipal purposes.

3. That in the judgment and opinion of the City Council of the City of Huntsville, the Property is an economic remnant and has been valued at the purchase price of \$240,000.00. That City desires to enter into a purchase agreement to sell the subject Property to Nitneil Partners, LLC, a copy of which is attached hereto as Exhibit "B."

4. That upon sale of the Property for such amount as has been approved by the City Council herein, the Mayor is hereby directed to make title thereto and to convey the Property in accordance with §11-47-20, Code of Alabama (1975), and the proceeds thereof shall be delivered to the City Clerk-Treasurer.

5. That this Ordinance shall be published in accordance with §11-45-8, Code of Alabama (1975).

ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

**A TRACT OR PARCEL OF LAND  
PART OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 1 WEST  
HUNTSVILLE, ALABAMA  
REFERENCE DEED:DEED BOOK 607, PAGE 238**

**A TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN SECTION 36, TOWNSHIP 3 SOUTH, RANGE 1 WEST OF THE HUNTSVILLE MERIDIAN, HUNTSVILLE, MADISON COUNTY, ALABAMA AND BEING PART OF PARCEL 3-1 OF THE LAND CONVEYED TO THE CITY OF HUNTSVILLE, ALABAMA AS RECORDED IN DEED BOOK 607, PAGE 238 IN THE OFFICE OF THE JUDGE OF PROBATE, HUNTSVILLE, MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCE AT THE SOUTHEAST CORNER OF THE SAID PARCEL 3-1, SAID PROBATE RECORDS. SAID POINT HAVING ALABAMA STATE PLANE COORDINATES OF NORTHING 1,542,071.80, EASTING 429,881.73 (NAD 1983). THENCE NORTH 79 DEGREES 54 MINUTES 37 SECONDS WEST (DEED NORTH 82 DEGREES 44 MINUTES 30 SECONDS WEST) AND ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL 3-1, SAID PROBATE RECORDS, A DISTANCE OF 14.48 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY ON THE WESTERLY RIGHT-OF-WAY MARGIN OF MERIDIAN STREET.**

**THENCE FROM THE POINT OF BEGINNING CONTINUING NORTH 79 DEGREES 54 MINUTES 37 SECONDS WEST (DEED NORTH 82 DEGREES 44 MINUTES 30 SECONDS WEST) AND LEAVING THE SAID WESTERLY RIGHT-OF-WAY MARGIN OF MERIDIAN STREET AND ALONG THE SAID SOUTHERLY BOUNDARY OF PARCEL 3-1, SAID PROBATE RECORDS, A DISTANCE OF 224.14 FEET TO A POINT;**

**THENCE NORTH 10 DEGREES 47 MINUTES 42 SECONDS EAST AND LEAVING THE SAID SOUTHERLY BOUNDARY OF PARCEL 3-1, SAID PROBATE RECORDS, A DISTANCE OF 50.00 FEET TO A POINT;**

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**THE ABOVE DESCRIBED PROPERTY IS SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY OR RESTRICTIONS RECORDED OR UNRECORDED THAT MAY EXISTS.**

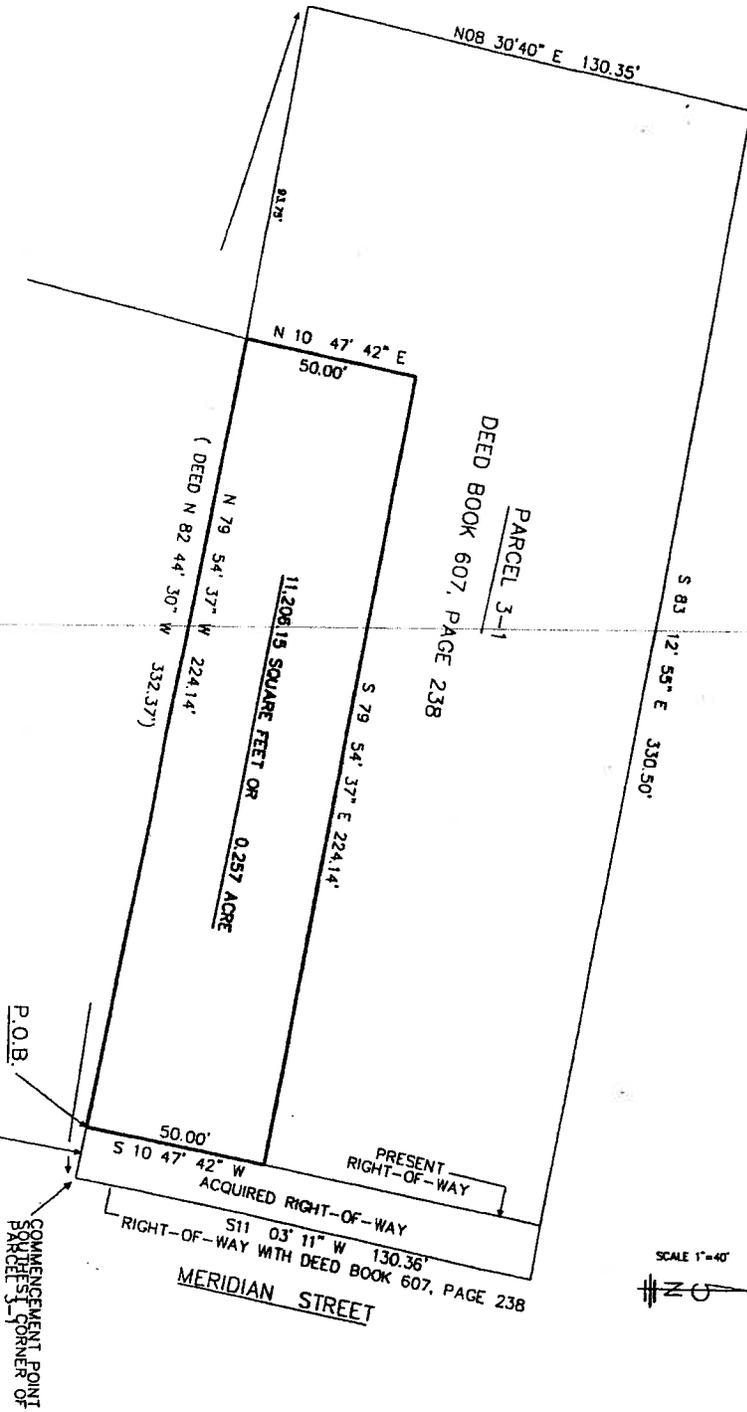
DEED BOOK 607, PAGE 238  
PARCEL 3-1 AREA  
43,651.74 SF OR 1.002 ACRES

SUBJECT PARCEL  
PART OF PARCEL 3-1  
11,206.15 SF OR 0.257 ACRE

ACQUISITION DATA

ORIGINAL PARCEL MINUS EXCLUSION  
32,445.59 SF OR 0.745 ACRE

PERCENTAGE OF ACQUISITION  
0.257 %



**STATE OF ALABAMA**

**COUNTY OF MADISON**

**PURCHASE AGREEMENT**

**NITNEIL PARTERS, L.L.C.** ("Buyer") agrees to purchase the real property described in Paragraph One (1) from **THE CITY OF HUNTSVILLE**, a municipal corporation ("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 the attached Exhibit "A-1" and depicted on the attached Exhibit "A-2," each exhibit being incorporated herein by reference.

2. Purchase Price

The Purchase Price for the Property shall be Two Hundred Forty Thousand and No/100 Dollars (\$240,000.00), which shall be payable at Closing.

3. Conditions of Sale

This Purchase Agreement is subject to approval by the City Council.

4. Appraisal. Seller and Buyer each agree to pay one-half (1/2) of the cost of the appraisal for said Property.

5. Title

Title to the Property together with all easements and appurtenances shall be conveyed to Buyer by Statutory Warranty Deed, in accordance with the laws of the State of Alabama, conveying fee simple 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.

6. Closing

Closing shall be within thirty (30) days after the condition set forth in Paragraph Three has been satisfied.

At Closing, the parties agree as follows:

- a. Real Property Taxes for 2014, if any, will be prorated at Closing.
- b. Seller shall deliver any affidavits required to affirm that there are no liens upon the Property and that Seller is in sole possession of the Property.
- c. Buyer shall pay all closing costs including costs of deed recordation and all transfer and conveyance taxes and fees. Each party shall pay its own attorney's fees in connection with Closing.
- d. Seller shall provide the deed at Closing at Seller's expense.

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 either 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 of 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 documents are inconsistent with the terms and conditions contained herein, this Agreement shall control and shall survive the recordation of the deed.

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 its own examination of this Agreement and the provisions, warranties, representations and covenants expressly contained herein. The failure or refusal of either party to inspect the Agreement or to obtain legal advice related to this transaction constitutes a waiver of any objection, contention or claim that might have been based upon such 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. Words in the masculine gender include the 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 \_\_\_\_\_, 2014.

[Signature Page to Follow]

**SELLER:**

**THE CITY OF HUNTSVILLE,  
ALABAMA**

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

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

Date: \_\_\_\_\_

**BUYER:**

**NITNEIL PARTNERS, L.L.C.**

Kelly W. Davis  
Witness

By: V.T. Sif VALTSARRA  
Its: Manager

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