CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Nov ~~8~~ 20, 2014

Action Requested By: Legal

Agenda Type: Resolution

Subject Matter:

Exact Wording for the Agenda:

Resolution authorizing the Mayor to execute a Purchase Agreement between the City of Huntsville and George J. King and wife, Shannon L. King, for the purchase of real property described as Lot 3 of Block 3, Second Clinton Addition to the City of Huntsville.

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: _____

Budgeted Item: Not Applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: _____

Date: _____

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Legal**

Council Meeting Date: **11/~~6~~20/2014**

Department Contact: **Peter Joffrion**

Phone # **427-5026**

Contract or Agreement: **Real Estate Purchase Agreement**

Document Name: **George and Shannon King Purchase Agreement**

City Obligation Amount:

Total Project Budget: **$3,600.00**

Uncommitted Account Balance:

Account Number:

Procurement Agreements

Not Applicable	**Not Applicable**

Grant-Funded Agreements

Not Applicable	**Grant Name:**

Department	Signature	Date
1) Originating		11-17-14
2) Legal		11-17-14
3) Finance		
4) Originating		11-17-14
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

Revised 04/15/2011

RESOLUTION NO. 2014-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby, authorized to enter into that Purchase Agreement by and between the City of Huntsville and George J. King and wife, Shannon L. King, which said Agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Purchase Agreement between the City of Huntsville and George J. King and wife, Shannon L. King," consisting of six (6) pages including Exhibits, with the date of November 20, 2014, 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, after being signed by the Mayor, shall be permanently kept on file in the Office of the City-Clerk Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 20th day of November, 2014.

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

APPROVED this the 20th day of November, 2014.

_____
Mayor of the City of Huntsville,
Alabama

STAT E OF ALABAMA

COUNTY OF MADISON

PURCHASE AGREEMENT

GEORGE J. KING and wife, SHANNON L. KING, ("Buyers") agree 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 which by Seller is hereby acknowledged, the parties hereby agree as follows:

1. Sale and Purchase

Seller shall sell and Buyers shall purchase, subject to the terms and conditions herein, certain property located in Huntsville, Madison County, Alabama (the "Property"), which is more particularly described in the attached Exhibit "A" and depicted on the attached Exhibit "B," each exhibit being incorporated herein by reference.

2. Purchase Price

The Purchase Price for the Property shall be Three Thousand Six Hundred and No/100 Dollars ($3,600.00), which shall be payable at Closing.

3. Conditions of Sale

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

4. Appraisal.

Buyers agree to pay the cost of the appraisal for said Property.

5. Title

Title to the Property together with all easements and appurtenances shall be conveyed to Buyers by Statutory Warranty Deed, in accordance with the laws of the State of Alabama, conveying fee simple title to Buyers. However, Seller shall reserve an existing sanitary sewer easement unto itself.

6. Closing

The Closing shall take place within thirty (30) days after the condition(s) set forth in Paragraph Three (3) has/have been satisfied.

At Closing, the parties agree as follows:

a. Real Property Taxes for 2015, 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. Buyers shall pay all closing costs including costs of deed recordation, appraisal, and all transfer and conveyance taxes and fees. Each party shall pay its own attorney's fees in connection with the Closing.

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

7. Broker

Seller and Buyers acknowledge that no broker and/or finder arranged the sale of Seller's property on the terms and conditions contained herein. Seller and Buyers 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 Buyers, 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 Buyers and Seller under this Agreement shall inure of the benefit of and be binding upon the 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 Purchase Agreement 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: _____

BUYERS:

By: _____
George J. King

By: _____
Shannon L. King

Date: 10/13/14

_____
Witness

_____
Witness

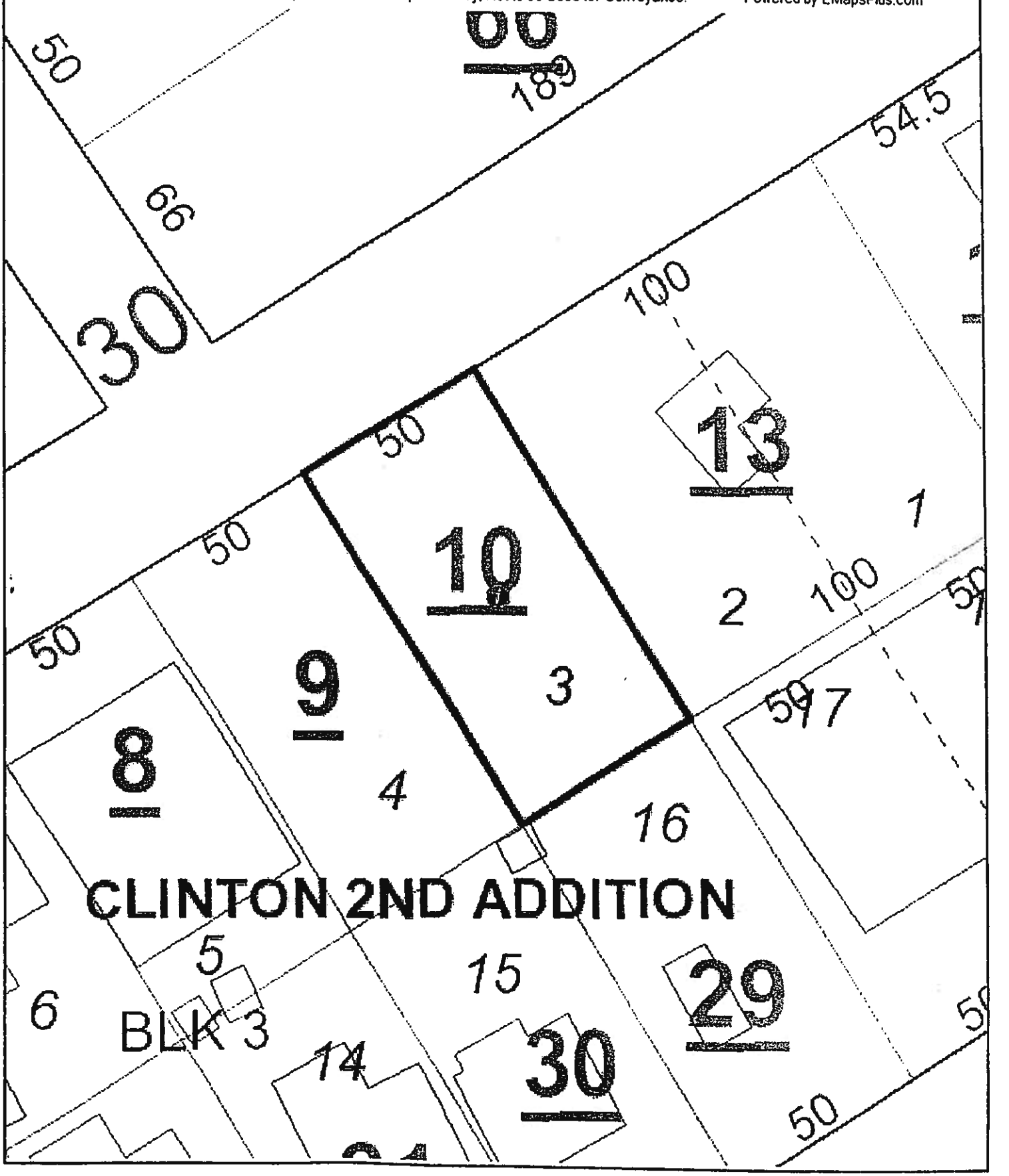
TARA FITZSIMMONS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID: 20134077861
MY COMMISSION EXPIRES: DECEMBER 13, 2017

U:\Sam\CITY\Surplus\Hall Ave\Purchase Agreement.Doc

Exhibit "A"

Lot Three (3) of Block Three (3) of Second Clinton Addition to the City of Huntsville Alabama as shown by a plat of said Addition of record in the Office of the Judge of Probate of Madison County, Alabama, in Plat Book 1, Page 201.

Exhibit "B" PPIN 114737

Fran Hamilton Tax Assessor Madison County

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