

Postponed 11/20/2014 till 12/4/2014

**RESOLUTION NO. 2014-918**

**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 December 4, 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 4th day of December, 2014.

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

**APPROVED** this the 4th day of December, 2014.

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

**STATE 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 20th day of November, 2014.

[Signature Page to Follow]

**SELLER:**

**THE CITY OF HUNTSVILLE,  
ALABAMA**

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

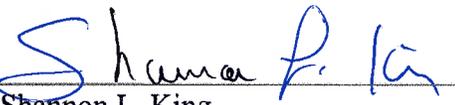
Attest: \_\_\_\_\_  
Charles Hagood, Clerk Treasurer

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

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

**BUYERS:**  
  
By: \_\_\_\_\_  
George J. King

By:   
Shannon L. King

Date: 10/13/14

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

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.

