

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Jan 22, 2015

Action Requested By: Legal

Agenda Type: Resolution

Subject Matter:

Agreement to purchase real property.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to execute an Agreement to Purchase between the City of Huntsville and Donald Ray Vaughan for certain 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.

Associated Cost: \$250,000

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: 

Date: 1-14-15

RESOLUTION NO. 15-_____

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 an Agreement to Purchase Contract 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, Alabama and Donald Ray Vaughan," consisting of five (5) pages including Exhibit A, and the date of January 22, 2015, 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 22nd day of January, 2015.

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

APPROVED this the 22nd day of January, 2015.

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 **DONALD RAY VAUGHAN** ("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 **TWO HUNDRED FIFTY THOUSAND AND NO/00 DOLLARS (\$250,000.00)** 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 and such exceptions as are acceptable to Buyer in its sole discretion.

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

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:

1. Real Property Taxes for the 2014 tax year shall be paid by Buyer as of the date of Closing. Buyer will be responsible for the 2015 taxes.
2. Seller shall deliver to Buyer an affidavit affirming that there are no liens against the Property and attesting to Seller's sole possession of said Property.
3. Buyer shall pay for all costs of closing, including recording fees and transfer taxes. Each party shall pay its own attorney's fees in connection with Closing.
4. Seller shall provide a general warranty deed at Closing at Buyer'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 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 his own examination of the full Agreement and the provisions thereof and the warranties, representations and covenants expressly contained herein. The failure or refusal of either party to inspect the Agreement or other related documents, and/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 _____, 20_____.

[Signature Page to Follow]

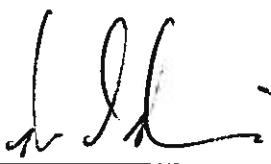
BUYER:

**THE CITY OF HUNTSVILLE,
ALABAMA**

By: _____
Tommy Battle, Mayor

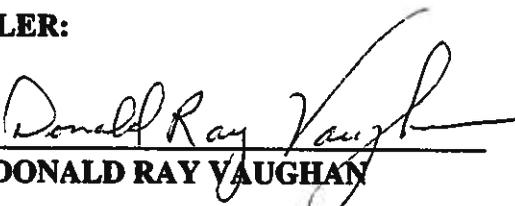
Attest: _____
Charles Hagood, Clerk Treasurer

Date: 1/13/15



Witness

SELLER:

By: 

DONALD RAY VAUGHAN

EXHIBIT "A"

Lot 13, Block 254, West Clinton Street, Huntsville, Alabama, according to the Quigley Map of the City of Huntsville, Alabama, and being part of the same property conveyed by State Land Commission of Alabama, by H.G. Dowling, State Land Commissioner, approved, Chauncey Sparks, dated November 23, 1945, and recorded in Deed Book 172, Page 332, in the Office of the Judge of Probate of Madison County, Alabama.

2008 Clinton Avenue

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Legal

Council Meeting Date: 1/22/2015

Department Contact: Peter Joffrion

Phone # 427-5026

Contract or Agreement: Agreement to purchase property

Document Name: Agreement to Purchase Property from Donald Ray Vaughan

City Obligation Amount: \$250,000

Total Project Budget: \$250,000

Uncommitted Account Balance:

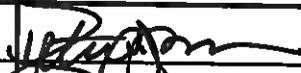
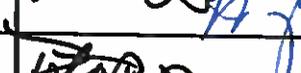
Account Number:

Procurement Agreements

Not Applicable	Not Applicable
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Grant-Funded Agreements

Not Applicable	Grant Name:
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Department	Signature	Date
1) Originating		1-19-15
2) Legal		1-14-15
3) Finance		1/16
4) Originating		1-14-15
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		