

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: May 28, 2015

Action Requested By: Engineering

Agenda Type: Ordinance

Subject Matter:

Declaring real estate as surplus in order to sell it to Propst Development for the Kroger development.

Exact Wording for the Agenda:

Ordinance declaring certain real property as surplus and directing the City of Huntsville to enter into a Purchase Agreement between the City of Huntsville and Propst Development County Line Road, LLC.

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: _____

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: _____

Date: 5/26/15

ORDINANCE NO. 15-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, a municipal corporation within the State of 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," which is 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 Wastewater Board of the City of Madison Alabama, on or around December 21, 2005, by virtue of that certain deed recorded at Instrument No. 20060404000212890, 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 \$1,800.00. That City desires to enter into a purchase agreement to sell the subject Property to Propst Development County Line Road, 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 28th day of May, 2015.

President of the City Council
City of Huntsville, Alabama

APPROVED this the 28th day of May, 2015.

Mayor of the City of Huntsville,
Alabama

EXHIBIT "A"

That certain Sewer Pump Station Tract, located in all that part of Section 30, Township 3 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama, the perimeter of which is more particularly described as commencing at the Southwest corner of Section 30. Thence due North 470.54 feet, North 87 degrees 25 minutes 12 seconds East 473.90 feet and North 86 degrees 36 minutes 22 seconds East 36.99 feet to the Southeast corner of the Jimmy W. Robinson Property (Deed Book 951, Page 861) and the Point of True Beginning of the tract herein described. Thence as follows: Along East boundary line of said Jimmy W. Robinson property North 05 Degrees 09 minutes 17 seconds West 30.00 feet; thence leaving said East line South 86 degrees 36 minutes 22 seconds West 30.00 feet and South 05 degrees 09 minutes 17 seconds East 30.00 feet to a point on the South line of the Jimmy W. Robinson property; thence along said South line North 86 degrees 36 minutes 22 seconds East 30.00 feet to the Point of True Beginning and containing 0.02 acres more or less.

EXHIBIT "B"

STATE OF ALABAMA

COUNTY OF MADISON

PURCHASE AGREEMENT

PROPST DEVELOPMENT COUNTY LINE ROAD, LLC, ("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," being incorporated herein by reference.

2. Purchase Price

The Purchase Price for the Property shall be One Thousand Eight Hundred and No/100 Dollars (\$1,800.00), which shall be payable at Closing.

3. Conditions of Sale

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

4. Title

Title to the Property together with all easements and appurtenances shall be conveyed to Buyer by Quitclaim Deed.

5. 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. 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.

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

6. 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.

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 reasonable attorney's fees.

9. 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.

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 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.

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 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.

12. 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 _____, 2015.

[Signature Page to Follow]

SELLER:

**THE CITY OF HUNTSVILLE,
ALABAMA**

By: _____
Tommy Battle, Mayor

Attest: _____
Charles Hagood, Clerk Treasurer

Date: _____

BUYER:

**PROPST DEVELOPMENT COUNTY
LINE ROAD, LLC**

Witness

By: _____
Its: _____

F:\Sam\CITY\Sarphur\Propst\Purchase Agreement

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