



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022

**File ID:** TMP-2415

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**Department:** Water Pollution Control

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Purchase and Sale Agreement between the City of Huntsville and Ruth Ann Burnett, Rowe Dorris Royer, and Judy Kay Page.

Resolution No.

**Does this item need to be published?** No

If yes, please list preferred date(s) of publication: N/A

**Finance Information:**

**Account Number:** N/A

**City Cost Amount:** \$ N/A

**Total Cost:** \$ N/A

**Special Circumstances:**

**Grant Funded:** \$ N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location:** (list below)

**Address:** N/A

**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

## **RESOLUTION NO. 22-**

**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 certain Purchase and Sale Agreement, by and between the City of Huntsville, an Alabama municipal corporation, as Purchaser, and Ruth Ann Burnett, Rowe Dorris Royer, and Judy Kay Page, as Sellers, which said agreement is substantially in words and figures as that certain document attached hereto and identified as “Purchase and Sale Agreement between the City of Huntsville and Ruth Ann Burnett, Rowe Dorris Royer, and Judy Kay Page,” consisting of ten (10) pages, including Exhibits “A” and “B,” and the date of December 15, 2022, appearing on the first page thereof, 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.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Mayor be and he is hereby authorized to execute the Purchase and Sale Agreement, on behalf of the City of Huntsville, with such changes as the Mayor deems desirable and necessary, and the authority to execute any and all such documents relevant, required, and/or relating to effect, close, carry out, or complete the real estate transaction and/or closing contemplated therein.

**ADOPTED** this the 15th day of December, 2022.

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

**APPROVED** this the 15th day of December, 2022.

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Mayor of the City of Huntsville,  
Alabama

STATE OF ALABAMA

COUNTY OF LIMESTONE

**PURCHASE AND SALE AGREEMENT**

This Purchase and Sale Agreement (this "Agreement") is entered into as of the 1st day of November, 2022, by and between the **CITY OF HUNTSVILLE**, an Alabama municipal corporation ("Purchaser" or the "City"), and **RUTH ANN BURNETT**, a widow, **ROWE DORIS ROYER**, a widow, and **JUDY KAY PAGE**, a widow (collectively, "Seller") (collectively, the "Parties").

Witnesseth:

WHEREAS, Seller desires to sell and Purchaser agrees to purchase a parcel of real property located to the West of Interstate 65 in Limestone County, Alabama, consisting of approximately 0.50 acres, more or less, and being more particularly described in Exhibit "A" attached hereto, and as depicted in Exhibit "B" attached hereto (the "Property").

WHEREAS, the City desires to purchase the Property from Seller, and Seller desires to sell the Property to the City in accordance with the terms and conditions contained herein.

THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Sale and Purchase. Seller hereby agrees to grant, bargain, sell and convey to Purchaser that certain real property, consisting of approximately 0.50 acres, more or less, located to the West of Interstate 65 in Limestone County, Alabama, being a portion of Parcel #16-01-11-0-000-002.000, and being more particularly described in Exhibit "A" attached hereto and as further depicted in Exhibit "B" attached hereto (the "Property").

2. Purchase Price. The purchase price for the Property shall be TWENTY-FIVE THOUSAND and NO/100 DOLLARS (\$25,000.00) (the "Purchase Price"). The Purchase Price shall be paid by Purchaser to Seller at Closing in cash or other immediately available funds upon the closing and consummation of the transaction contemplated by this Agreement ("Closing").

3. Title. The Seller shall convey the Property to Purchaser by statutory warranty deed (the "Deed"), satisfactory in manner and form to Purchaser and in accordance with the laws of the State of Alabama; conveying the Property, free and clear of all liens, encumbrances and other matters affecting title, except for ad valorem taxes not yet due and payable, matters of survey, and any existing easements and restrictions of record (the "Permitted Exceptions"). Prior to Closing, Purchaser may, at its option, obtain a title commitment to issue an owner's policy of insurance from Wilmer & Lee, P.A. ("Closing Agent"), to be issued in accordance with commercially reasonable standards and insuring Purchaser with good and marketable fee simple title to the Property, free and clear of all easements and restrictions of record except for those Permitted Exceptions. Any existing

mortgages or monetary liens in/on the Property, if any, shall be paid and/or satisfied at or prior to Closing. Seller shall provide customary affidavits to establish clear title to the Property.

4. Closing. Closing shall occur on or within thirty (30) days from the Effective Date (as hereinafter defined), or at such earlier date and time as mutually agreed upon by the parties ("Closing Date"). The Deed to the Property shall be delivered and the Closing of the transaction shall occur at the law offices of the Closing Agent. The parties may deliver all closing documents and/or closing funds to Closing Agent on or prior to the Closing Date, such that neither party will be required to be physically present at Closing. At Closing, Seller shall deliver the following items to Purchaser, properly executed and notarized and in form and substance acceptable to Purchaser:

- a. Seller shall execute and provide the Deed, to be prepared by Closing Agent and at Purchaser's expense.
- b. Customary owner's affidavit, heirship or death affidavits, and any other affidavits, certificates, or documents that the Closing Agent requires to issue an updated title commitment and owner's policy of insurance, or as may be necessary to clear any existing title defects.
- c. Recorded or recordable releases terminating and/or releasing any monetary liens of record, if any.
- d. All other documents reasonably requested by Purchaser or Closing Agent in order to carry out the transaction contemplated by this Agreement, including, but not limited to required IRS disclosures, a settlement statement, heirship or death affidavits, broker affidavits, and any formation documents, certifications, or resolutions or other documents establishing that Seller is duly authorized and empowered to enter into this Agreement and to perform the obligations hereunder.
- e. Each party shall pay its own attorney's fees incurred in connection with the Property or this Agreement.

5. Closing Costs. The deed preparation fee to be prepared by Purchaser's attorney, deed and transfer taxes, recording fees, and all other closing costs, except for Seller's attorney's fees, shall be paid by Purchaser at Closing.

6. Real Estate Commissions. The parties represent that neither has incurred, or is obligated for any brokers' fees or finders' fees, and that no real estate commissions are due in connection with this Agreement or the transaction contemplated herein. Each party agrees to indemnify, defend and hold the other harmless from any claims, including any attorney's fees, that they may suffer as a result of any claim or action brought by any broker or real estate agent, acting on behalf of that party.

7. Attorney's Fees. In the event of a dispute between the parties pursuant to the terms of this Agreement, the prevailing party in any court of competent jurisdiction shall be entitled to collect

reasonable attorneys' fees. In the event of dispute, the provisions of this Agreement shall not be construed against the party drafting this Agreement.

8. Successors; No Assignment. All rights and obligations of Seller and Purchaser under this Agreement shall inure to the benefit of and be binding upon their respective heirs, successors, and assigns. Neither party may assign this Agreement or any obligations hereunder. Any purported assignment shall be null and void.

9. Amendment; Modification. No amendment or modification of this Agreement shall be of any force or effect unless the same shall be made in writing and executed by each party hereto. To the extent that escrow, closing or settlement instructions and/or documents are inconsistent with the terms and conditions of this Agreement, this Agreement shall control and further shall survive recordation of the Deed.

10. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the transaction provided for herein, and supersedes all prior agreements, understandings, negotiations, correspondence and discussions by and between the parties. No promise, representation, warranty or covenant not included in this Agreement has been relied upon by either party. Each party has had a full opportunity to examine the Agreement and/or has had the opportunity to have legal counsel review the Agreement on its behalf.

11. Authority; Possession. Seller represents and warrants, to and for benefit of Purchaser, that Seller has the authority and power to convey the Property in accordance with the terms of the Agreement and the individuals and entities signing this Agreement and all documents executed or to be executed by Seller, are, and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto.

12. Closing Condition. Purchaser's obligation to purchase the Property is contingent upon the approval of this Agreement by the City Council of the City of Huntsville prior to the Closing Date.

13. Interpretation. This Agreement shall be interpreted in accordance with Alabama law, without regard to its conflict of law provisions.

14. Email or Facsimile Signatures. The parties agree that this document may be executed and the signatures transmitted to the other parties by facsimile, email or similar electronic transmission. Upon transmission and receipt by another party, such signature shall be effective as an original. Notwithstanding the preceding sentence, the parties will transmit the original signature pages to the Closing Agent promptly after execution.

15. Execution by Counterpart Originals. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Handwritten signatures to this Agreement transmitted by facsimile, email or other similar electronic transmission shall be valid and effective to bind the party so signing.

16. Counsel Acknowledgment; Conflict Waiver. Purchaser has retained Samuel H. Givhan, and Katherine Amos Beasley and Rowe Doris Royer and Ruth Ann Burnett have retained Lawrence C. Weaver, all of the firm of WILMER & LEE, P.A. (the "Firm") and Judy Kay Page has retained James Corder, Jr., to represent their respective interests during the preparation of this Agreement and closing of this matter. The potential conflict of interest concerning the rendition of legal services to both Seller (that is, Rowe Doris Royer and Ruth Ann Burnett) and Purchaser has been disclosed to the Parties. The undersigned, fully cognizant of all facts, issues and legal rights concerning the Firm's representation of two of the Sellers and the Purchaser in the above-referenced contract preparations and in performing future legal services for the undersigned parties, hereby waive and relinquish any and all potential conflicts of interest and disqualifications caused by the Firm's representation. The Parties do hereby waive any and all conflicts of interest and do hereby waive any and all rights to object or disqualify the Firm from the representation of both Parties in connection with this Agreement and the Closing contemplated herein and specifically the undersigned give express written consent to the representation of the Purchaser by Samuel H. Givhan and Katherine Amos Beasley and to the representation of Rowe Doris Royer and Ruth Ann Burnett by Lawrence C. Weaver in connection herewith.

17. Waiver. The waiver of default by either party of any provision of this Agreement shall not operate as a waiver of subsequent defaults.

18. Effective Date. The Effective Date shall mean the date this Agreement has been executed by the City.

19. Notices. All notices shall be in writing and may be delivered by any of the following methods: (i) hand delivery, (ii) certified United States Mail or other nationally recognized overnight delivery service (such as, FedEx or UPS), or (iii) electronic transmission, including email and/or pdf transmission. Such Notices shall be deemed received, (i) if delivered by hand, on the date of delivery, (ii) if sent by U.S. Mail or overnight delivery service, on the date the same is deposited with the applicable carrier, or (iii) if delivered by email or pdf transmission on the date the transmission is sent. Notices shall be addressed as set forth below:

To Seller: Wilmer & Lee, P.A.  
Attn: Lawrence C. Weaver  
350 Market Street, Suite 201AB  
Decatur, Alabama 35601  
Phone: 256-350-1109  
Email: [lweaver@wilmerlee.com](mailto:lweaver@wilmerlee.com)

and: Alexander, Corder & Shelly, P.C.  
Attn: James M. Corder, Jr.  
Post Office 1129  
Athens, Alabama 35612-1129  
Phone: 256-232-1130  
Email: [jcorder@acpbs.com](mailto:jcorder@acpbs.com)

If to Purchaser: City of Huntsville  
Attn: Shane Davis  
320 Fountain Circle  
Huntsville, Alabama 35801  
Phone: 256-427-5310  
Email: [shane.davis@huntsvilleal.gov](mailto:shane.davis@huntsvilleal.gov)

With Copy to: Wilmer & Lee, P.A.  
Attn: Sam Givhan and Katie Beasley  
100 Washington Street  
Huntsville, Alabama 35801  
Phone: 256-533-0202  
Email: [sgivhan@wilmerlee.com](mailto:sgivhan@wilmerlee.com);  
[kbeasley@wilmerlee.com](mailto:kbeasley@wilmerlee.com)

20. Party Cooperation. The parties agree to cooperate with one another and will work in good faith and use their reasonable best efforts in order to complete each of their respective obligations as set forth herein.

21. Further Assurances. At request of Closing Agent, the parties shall execute and deliver any additional documents as may be reasonably required to carry out the transaction contemplated by this Agreement or to correct any scrivener's affidavit or error, mistake, or omission contained in this Agreement, closing document, or any other document executed pursuant hereto or in connection herewith.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates set forth below.

*[Signatures and acknowledgments appear on the following page(s)].*

U:\Sam\CITY\Limestone County Annexation\COH purchase agreement.doc

\CORP\Sanderson Farm\Sale to City of Huntsville - .5 acres\COH purchase agreement.execution.doc

[Seller Signature Page to Purchase and Sale Agreement.]

**SELLER:**

By: Ruth Ann Burnett  
Ruth Ann Burnett

WITNESSED:

By: Nancy H. Hester

Date: 11-16-2022

**Rowe Doris Royer**

By: Ruth Burnett  
Ruth Sanderson Burnett, her agent

WITNESSED:

By: Nancy H. Hester

Date: 11-16-2022

**Judy Kay Page**

By: Vernon Page  
Vernon Page, her agent

WITNESSED:

By: Nancy H. Hester

Date: 11-16-2022



*[Purchaser Signature Page to Purchase and Sale Agreement.]*

**PURCHASER:**

**CITY OF HUNTSVILLE**, an Alabama municipal  
corporation

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

ATTESTED TO:

By: \_\_\_\_\_  
Kenneth Benion, Clerk-Treasurer

Date: 12/15/2022

**Exhibit "A"**  
**(Legal Description of Property)**

One-half (1/2) acre taken evenly off the northern margin of the following described parcel:

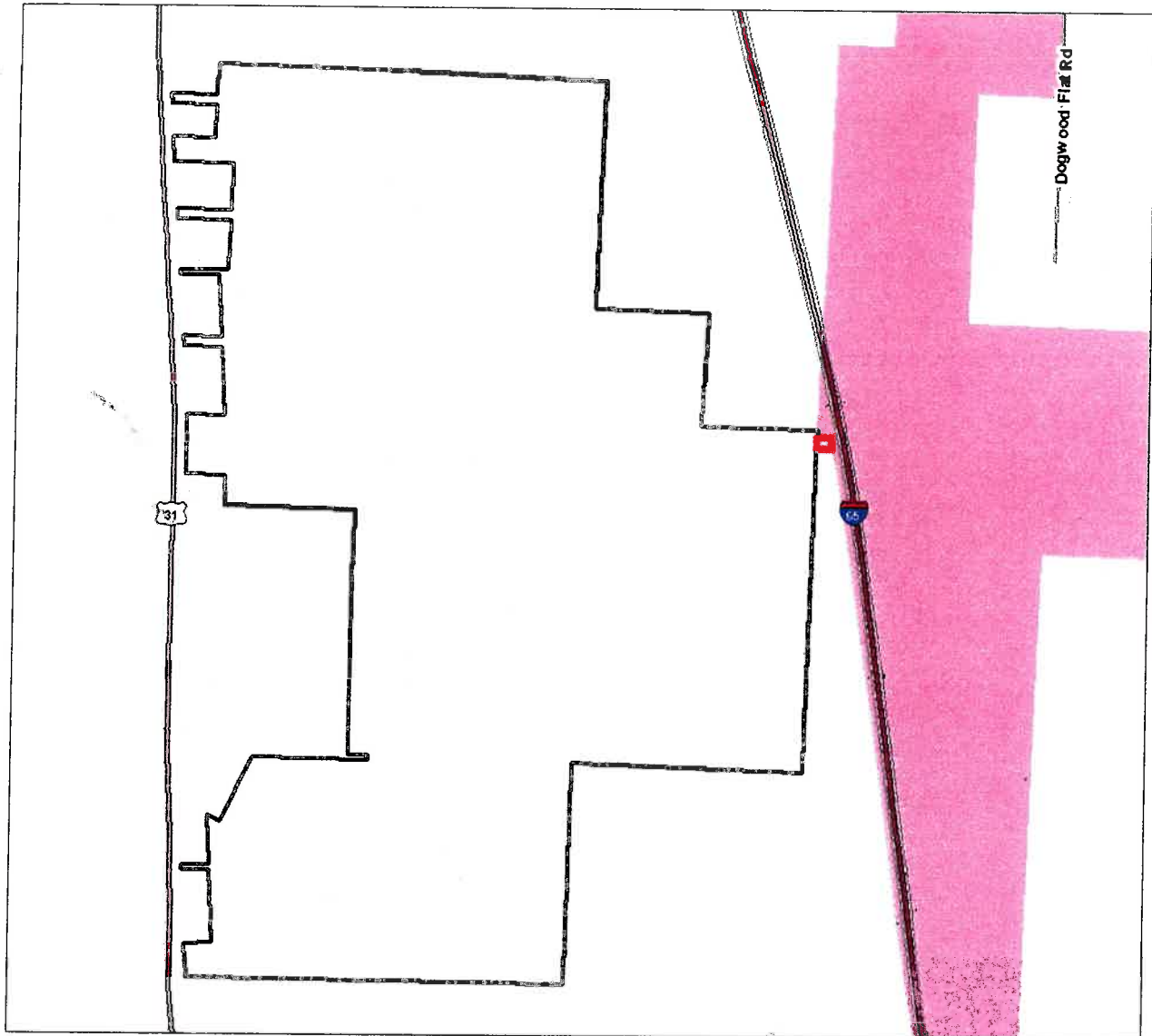
The Southwest Quarter of Section 11, Township 4 South, Range 4 West, and the South Half of the Northwest Quarter of Section 11, Township 4 South, Range 4 West, LESS AND EXCEPT THEREFROM, the right of way for Interstate Highway No. 65 and a right of way for a public road over a strip taken evenly off the east side thereof.

[\*\*\*The above-described property is located due west of the I-65 right-of-way margin and is a portion of Parcel # 16-01-11-0-000-002.000.\*\*\*]

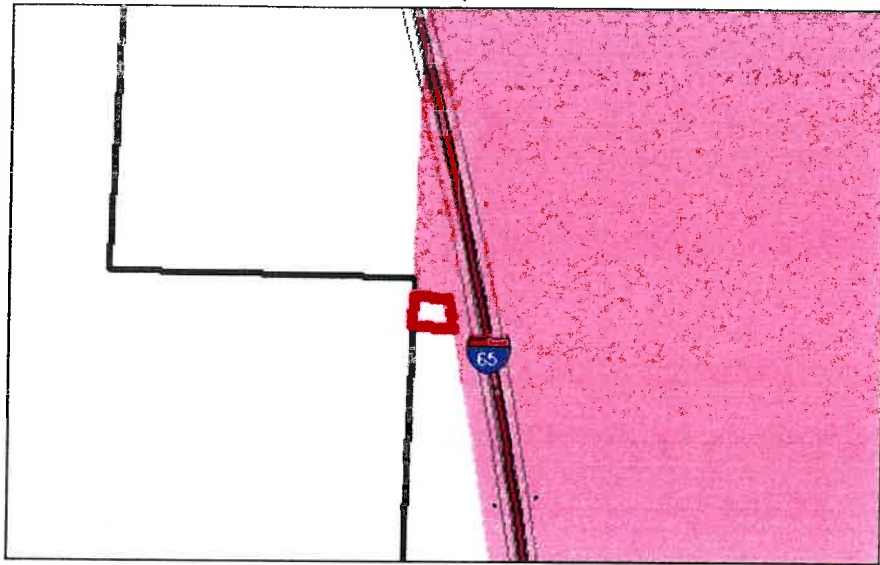
EXHIBIT "B"

1 of 2

All that part of Section 11, Township 04 South, Range 04 West of the Huntsville Meridian, Limestone County, Alabama, particularly described as commencing at a point located at the Northwest Corner of said Section 11; thence from the Point of Commencement, South along the western boundary of said Section 11 a distance of 1390.00 feet to the Point of Beginning; thence from the Point of Beginning, South 89 Degrees 00 Minutes 00 Seconds East a distance of 154.31 feet; thence South 10 Degrees 10 Minutes 46 Seconds East a distance of 133.30 feet; thence North 88 Degrees 45 Minutes 17 Seconds West a distance of 181.85 feet to a point located on the western boundary of said Section 11; thence North along the western boundary of said Section 11 a distance of 130.00 feet back to the Point of Beginning and containing 0.50 acres, more or less.



Without parcels



With parcels

