



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 4/24/2025

**File ID:** TMP-5395

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**Department:** Urban Development

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Purchase and Sale Agreement between the City of Huntsville and DBP, LLC, for a certain parcel of land for the Maple Hill Cemetery Expansion project.

Resolution No.

**Finance Information:**

**Account Number:** TBD

**City Cost Amount:** \$800,000

**Total Cost:** 800,000

**Special Circumstances:**

**Grant Funded:** NA

**Grant Title - CFDA or granting Agency:** NA

**Resolution #:** NA

**Location: (list below)**

**Address:** 1321 McClung Avenue

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

**Additional Comments:**

**RESOLUTION NO. 25-\_\_\_\_\_**

**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 City of Huntsville, an Alabama municipal corporation, as Purchaser, and DBP, L.L.C., an Alabama limited liability company, as Seller, which said agreement is substantially in words and figures as that certain document attached hereto and identified as “Purchase and Sale Agreement between City of Huntsville and DBP, L.L.C.,” consisting of eight (8) pages including Exhibit “A” and the date of April 24, 2025, appearing on the first page thereof, 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 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 closing documents or instruments relevant, required, and/or relating to effect, close, carry out, or complete the real estate transaction, and/or closing contemplated therein.

**ADOPTED** this the \_\_\_\_ day of April, 2025.

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

**APPROVED** this the \_\_\_\_ day of April, 2025.

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

## **PURCHASE AND SALE AGREEMENT**

This PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"), by and between the **CITY OF HUNTSVILLE**, an Alabama municipal corporation (the "City" or "Purchaser"), and **DBP, L.L.C.**, an Alabama limited liability company ("Seller").

WHEREAS, the City desires to purchase and Seller desires that certain parcel of real property owned by Seller located at 1321 McClung Avenue SE in Huntsville, Madison County, Alabama.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Purchase and Sale. Seller agrees to sell to Purchaser, and Purchaser agrees to buy from Seller, that certain parcel of real property, consisting of approximately 1.11 acres, more or less, being identified by Madison County Tax Assessor records as PPIN 52967, and as more particularly described in Exhibit "A" attached hereto, together with any and all improvements, structures, fixtures and other improvements located thereon along with all rights, easements, interests, privileges, tenements appurtenances pertaining thereto (the "Property").

2. Purchase Price. The purchase price for the Property shall be EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS (\$800,000.00). The Purchase Price shall be paid by Purchaser to Seller in cash or other immediately available funds upon the consummation and closing of the transaction contemplated herein ("Closing").

3. Preliminary Title Commitment and Survey. Purchaser shall obtain a title commitment to issue an Owner's policy of insurance from Lanier Ford Shaver & Payne, P.C. as agent for First American Title Insurance Company ("Closing Agent"), with the Owner's title policy premium to be paid by Purchaser at Closing, and the policy to be issued in accordance with commercially reasonable standards and insuring Purchaser with good and marketable and insurable fee simple title to the Property, free and clear of all liens, encumbrances, leases, tenancies, covenants, conditions, restrictions, rights-of-way, easements and other matters affecting title except for the Permitted Exceptions ("Title Commitment"). "Permitted Exceptions" shall mean: (i) ad valorem taxes not yet due and payable, (ii) easements for the installation or maintenance of public utilities servicing the Property, (iii) easements, restrictions, setback lines, or restrictive covenants of record that do not materially affect Purchaser's intended use of the Property, (iv) any matters shown on the Title Commitment (defined herein) or Survey (defined herein), or (v) such other matters, if any, as may be acceptable to Purchaser. Seller shall remove any and all monetary liens incurred by Seller prior to Closing. Purchaser, at its option, may obtain a survey of the Property to be prepared by a public land surveyor licensed in the State of Alabama ("Survey"). The Property shall be conveyed by Seller to Purchaser free and clear of any and all liens, except for the Permitted Exceptions.

4. Closing. The Deed to the Property shall be delivered, and the transaction shall be closed at the law offices of Closing Agent, located at 2101 W. Clinton Avenue, Ste. 102, Huntsville, Alabama 35805. Closing shall occur on or within forty-five (45) days following satisfaction of the Closing Conditions, or at such other time as may be mutually agreed upon by the parties (the "Closing Date"). However, if there are any encumbrance or liens on the Property other than the Permitted Exceptions, Purchaser may extend the Closing Date for an additional thirty (30) days so that any title issues may be resolved. The parties may deliver all closing documents and deposit all closing funds with Closing Agent on or prior to the Closing Date such that neither party shall be required to be physically present at Closing. At Closing, Seller shall deliver the following items to Closing Agent:

a. Statutory warranty deed conveying good and marketable fee simple title in the Property to Purchaser subject only to the Permitted Exceptions (the "Deed");

b. Recorded or recordable releases terminating or releasing all monetary liens;

c. An Owner's affidavit and any other documents, certificates, or affidavits that the title company may require to issue an updated title commitment and an Owner's policy;

d. All other documents reasonably requested by Closing to carry out the transaction contemplated by this Agreement, including but not limited to, any mandatory IRS disclosures, a settlement statement, any company formation documents, certifications, or resolutions, brokers affidavits, and any other customary documents establishing Seller is duly authorized and empowered to enter into this Agreement and to perform its obligations hereunder.

5. Closing Conditions. This Agreement shall be contingent upon its approval by the City Council of the City of Huntsville ("City Council").

6. Condition of Property Upon Conveyance; Possession. Purchaser is responsible for its own inspection and examination of the Property and any improvements thereon. Notwithstanding, Seller agrees that nothing will be done to the Property by Seller which would reduce the value of the Property prior to Closing. Seller shall deliver exclusive possession of the Property to Purchaser at Closing.

7. Closing Costs and Tax Prorations. The cost to prepare the Deed, 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. All ad valorem taxes on the Property shall be prorated as of the Closing Date such that Seller will be responsible for any taxes due on the Property before and up through the Closing Date and Purchaser will be responsible for the taxes due on the Property after the Closing Date through the end of the tax year. The title insurance premium shall be paid by Purchaser.

8. Assignment. The City shall not have the right to assign this Agreement or any of its rights and responsibilities hereunder at any time without the written consent of Seller, and any attempted assignment without Seller's consent shall be void.

9. Right of Entry. Upon execution of this Agreement, Purchaser is hereby granted the right to enter onto the Property from time to time to conduct surveys, soil borings, soil tests, subsurface drillings, subsurface condition evaluations, environmental testing, and such other site condition and suitability investigations, samples, tests and evaluations as Purchaser may deem necessary to determine whether or not the Property and subsurface conditions are suitable for Purchaser's intended use (collectively, referred to as the "Reports"). All such investigations, testing and evaluations shall be undertaken only after Purchaser has provided reasonable notice to Owner and shall be performed at Purchaser's sole expense.

10. Authority. Seller represents and warrants, to and for the benefit of Purchaser, that Seller has the authority to convey the Property in accordance with the terms of this Agreement and the individual signing this Agreement and all documents executed or to be executed by Seller is and shall be duly authorized to sign on behalf of Seller.

11. Property Condition- No Grant of Additional Encumbrances. During the term of this Agreement, Seller shall not (a) sell, lease, transfer, or encumber, in any manner, the Property, or any portion thereof; (b) grant or extend the term of any leases without the express, written approval of Purchaser; (c) construct, remove or substantially modify any improvements existing the Property; or (d) cut, remove, divert, or sell the right to cut, remove, or divert any timber, mineral deposits, soil, dirt, water or any other natural resources from or on the Property.

12. Broker's Fees. Each party represents that there are no brokers' fees or real estate commissions due on account of their actions or in connection with this Agreement. Each party agrees to indemnify, defend and hold the other harmless from any claims of real estate agents or brokers claiming through the party.

13. Attorney's Fees. In the event either party initiates any lawsuit, litigation, or legal action regarding the terms of this Agreement or the Property described herein, the prevailing party shall be entitled to collect reasonable attorney's fees and court costs.

14. Governing Law. The terms and conditions of this Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Alabama, without regard to its conflict of law provisions.

15. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the transactions provided for herein, and the parties hereto agree that no other representations have been relied on by either party.

16. Successors and Assigns. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of Seller, and inure to benefit of the successors and assigns of Purchaser.

17. Notice. All notices shall be properly given only if made in writing to the addresses set forth below and may be provided by any of the following methods: (i) hand delivery, (ii) certified U.S. Mail or other nationally recognized overnight delivery service (such as UPS or FedEx), or (iii) electronic transmission, such as email, pdf, or other similar electronic

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 made by electronic transmission on the date the transmission is sent. Notice shall be provided to the following:

To Seller: DBP, L.L.C.  
Attn: Mr. Blake Cantrell

\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

With a copy to: \_\_\_\_\_  
Attn: \_\_\_\_\_

\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

To City: City of Huntsville  
Attn: Jim McGuffey & Tara Sloan  
305 Fountain Circle  
Huntsville, Alabama 35801  
Phone: 256-427-5300  
Email: [jim.mcguffey@huntsvilleal.gov](mailto:jim.mcguffey@huntsvilleal.gov)  
[tara.sloan@huntsvilleal.gov](mailto:tara.sloan@huntsvilleal.gov)

With a copy to: Lanier Ford Shaver & Payne, P.C.  
Attn: Katie Beasley  
2101 W. Clinton Ave, Ste. 102  
Huntsville, Alabama 35805  
Phone: 256-535-1100  
Email: [kab@lanierford.com](mailto:kab@lanierford.com)

Any party may change and/or update its address and contact information contained herein by providing the other parties with three (3) days advance written notice of any change.

18. Survival. Any terms and covenants contained in this Agreement which require the performance of either party after the Closing shall survive the Closing and delivery of the Deed.

19. 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 agree that they will transmit original signature pages to the Closing Agent promptly after execution. Seller understands and acknowledges that City Council requires an original signature page from Seller before this Agreement will be placed on an agenda for City Council consideration.

20. Effective Date. The Effective Date shall mean the date the Agreement is executed by the City.

21. 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. Furthermore, the City Council requires Seller's original signature page before it will place this Agreement on a city council agenda for consideration.

22. Counsel Acknowledgment. The parties all acknowledge that Purchaser's counsel, KATHERINE AMOS BEASLEY and the law firm of Lanier Ford Shaver & Payne (collectively "Counsel") prepared this Agreement on behalf of and in the course of her representation of Purchaser and, for the purposes of this transaction; Counsel represents Purchaser's interest and no other interests. All conflicts of interest due to Counsel's representation of Purchaser are hereby waived.

23. Cooperation and Further Assurances. The parties agree to cooperate with one another and will work in good faith and will use their reasonable best efforts to complete their respective obligations hereunder. At Closing Agent's request, the parties shall execute and deliver any additional documents reasonably required to carry out the transaction contemplated by this Agreement or to correct any scrivener's error contained in this Agreement or any other document executed pursuant hereto or in connection with the transaction contemplated herein. Additionally, Seller agrees to cooperate and assist Purchaser in curing any title defects affecting and/or encumbering the Property.

24. 1031 Exchange. Seller shall have the option to structure this transaction as a deferred like-kind exchange pursuant to Section 1031 of the Internal Revenue Code. In the event Seller decides to structure this transaction as a 1031 exchange, Purchaser agrees to cooperate in effectuating the exchange in accordance with Section 1031 of the Internal Revenue Code and agrees to execute any documents that may be reasonably necessary to effect such exchange. However, nothing in this Section shall interfere with Purchaser's right to close on the Property in accordance with the terms of this Agreement or otherwise delay Closing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

*[Signatures and acknowledgments appearing on the following pages.]*

*[Signature Page to Purchase and Sale Agreement for Seller]*

**SELLER:**

**DBP, L.L.C.**, an Alabama limited liability company

By: \_\_\_\_\_  
Robert Blake Cantrell, Sole Member

Witnessed:

By: \_\_\_\_\_  
Name: \_\_\_\_\_

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

*[Signature Page to Purchase and Sale for Purchaser]*

**PURCHASER:**

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

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

Attested to:

By: \_\_\_\_\_  
Shaundrika Edwards, City Clerk

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

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

All that certain lot or parcel of land situated in the Southwest quarter of Section 31, Township 3, Range 1 East, and more particularly described as follows, to-wit: Beginning at a point that is 23 chains south and 1 chain west of the center of said Section; thence North 89 1/2 degrees west 2.22 chains to a stake in the East margin of Thornton's Alley, thence South 1/2 degree East along the east side of said Alley 5 chains to the North side McClung Street; thence south 89 1/2 degrees East along the North side of said Street 2.22 chains to a stake; thence north 1/2 degree West 5 chains to the place of beginning.