

ORDINANCE NO. 13-4141

Pursuant to the authority of § 11-47-20, *Code of Alabama* (1975), as last amended, and being required by the public welfare, **BE IT HEREBY ORDAINED** by the City Council of the City of Decatur, Alabama, as follows:

Section 1. The property herein described is no longer needed for municipal or public purposes.

Section 2. The Mayor of the City of Decatur, Alabama, is hereby authorized and directed to issue a deed to Lester and Nella Fletcher, Purchasers, for the following property situated, lying and being in the City of Decatur, Morgan County, Alabama, to-wit:

Lot 3 less 7' off south end 2nd Increment – Vine Street;

MORE COMMONLY KNOWN AS 601 Walnut Street, NW.

Section 3. In exchange for issuance of said deed to the above-described property, the City shall receive from the above-named Purchasers the purchase price of Three Thousand Dollars (\$3,000.00), which the Council finds to be a reasonable and fair price.

Section 4. To facilitate the transaction, The Mayor of the City of Decatur, Alabama is authorized to execute the Real Property Purchase Agreement, City of Decatur – DAWN Program, 601 Walnut Street, NW, and to cause said Agreement to be recorded in the Office of the Probate Judge of Morgan County, Alabama.

Section 5. The Mayor of the City of Decatur, Alabama, is hereby authorized and directed to execute any other documents as may be required to effect this transaction and the City Clerk of the City of Decatur, is hereby authorized to attest to and authenticate such actions.

Section 6. This Ordinance shall be effective immediately upon its adoption.

ADOPTED this the _____ day of _____, 2013.

Authenticated:

City Clerk

APPROVED this the _____ day of _____, 2013.

Mayor

REAL PROPERTY PURCHASE AGREEMENT – LESTER AND NELLA FLETCHER
CITY OF DECATUR – DAWN PROGRAM
601 WALNUT STREET NW

This Agreement is made this the _____ day of March, 2013, by and between the **City of Decatur, Alabama, a Municipal Corporation in Alabama**, hereinafter referred to as **“The City”** and **LESTER AND NELLA FLETCHER**, hereinafter referred to as **“Purchasers”**.

WITNESSETH,

WHEREAS, The City owns real property located at 601 Walnut Street, NW which is located in the City of Decatur, Morgan County, Alabama; and

WHEREAS, Purchasers own real property adjacent to 601 Walnut Street, NW, located at 603 Walnut Street, NW; and

WHEREAS, 601 Walnut Street, NW, is a vacant lot currently being maintained by The City; and

WHEREAS, Purchaser has made it known to The City that they desire to purchase said property and have conveyed that desire to The City in writing; and

WHEREAS, it is agreed between the parties to this agreement that the value of Property Address, is Three Thousand Dollars (\$3,000.00); and

WHEREAS, Purchaser agrees to maintain 601 Walnut Street, NW in compliance with all relevant provisions of the rules and regulations of the City of Decatur, Alabama; and

WHEREAS, a financing arrangement between the parties must be reached in order for the conveyance to occur; and

WHEREAS, The Decatur City Council, by passage of Ordinance Number **ORDNUM** on **ORDDATE** has approved the sale of the subject property and properly authorized the Mayor to execute any and all documents necessary for completion of the sale of said property to Purchaser for the sum of Three Thousand Dollars (\$3,000.00).

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and

adequacy of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

- A. The City agrees to sell and Purchasers agree to purchase the following property situated in Decatur, Morgan County, Alabama, commonly known as 601 Walnut Street, NW, but more specifically described as follows:

Lot 3, less 7' off south end, 2nd Increment – Vine Street

More commonly known as 601 Walnut Street, NW.

- B. Title to the aforementioned property will be conveyed to Purchasers by The City by Quitclaim Deed and Purchasers agree to take title to the property in that manner.

- C. The City will execute and deliver to Purchasers a deed conveying the property and Purchasers agree to make payment of Three Thousand Dollars (\$3,000.00) to The City as follows:

1. Five Hundred Dollars (\$500.00) will be paid to The City by Purchasers at closing.
2. On the anniversary of the closing date each year for five consecutive years Purchasers will be credited for a payment of Five Hundred Dollars (\$500.00) upon delivery of written proof to The City Community Development Department that Purchasers have paid the ad valorem taxes for the preceding payment period and verification by The City Community Development Department that the subject property is currently in compliance with all City regulations and has been throughout the year since the last verification was made. At the conclusion of five years following the closing date, if Purchasers have properly maintained the property and timely paid the ad valorem taxes on it, the lien will be satisfied and no further money will be due.
3. The parties to this Agreement stipulate that this Agreement represents a lien against the property involved which will be recorded by The City in the Probate Court of Morgan County and that upon successful completion of the terms of this Agreement, The City will release said lien. The cost of the recording the lien will be the responsibility of The City. The cost of recording the satisfaction of the lien will be the responsibility of Purchasers.
4. It is acknowledged and agreed by the parties that the property is sold as-is, with all faults; that Purchasers have had ample opportunity to inspect the

premises prior to signing this Agreement and that they accept the property in the condition in which it is found as of this date.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have executed this Agreement on the date set forth above.

Lester Fletcher, Purchaser

Nella Fletcher, Purchaser

STATE OF ALABAMA)
)
COUNTY OF MORGAN)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Lester Fletcher**, whose name is signed to the foregoing instrument, being known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the _____ day of _____,
20_____.

Notary Public

STATE OF ALABAMA)
)
COUNTY OF MORGAN)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Nella Fletcher**, whose name is signed to the foregoing instrument, being known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the _____ day of _____,
20_____.

Notary Public

CITY OF DECATUR, ALABAMA,
A MUNICIPAL CORPORATION,

Attest:

Don Kyle, Mayor
City of Decatur, Alabama

Stacy Gilley, City Clerk
City of Decatur, Alabama

STATE OF ALABAMA)
)
COUNTY OF MORGAN)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certifies that Don Kyle, whose name as Mayor of the City of Decatur is signed to the foregoing instrument, and Stacy Gilley, whose name as City Clerk of the City of Decatur is signed to the foregoing instrument, both of whom being known to me, acknowledged before me on this day that , being informed of the contents of the instrument, they, in their respective capacities as mayor of the City of Decatur and City Clerk of the City of Decatur, executed the same voluntarily for and as the act of the City of Decatur, Alabama, a municipal corporation, the day the same bears date.

Given under my hand and seal this the _____ day of _____,
20_____.

Notary Public

STATE OF ALABAMA

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§ QUITCLAIM DEED

COUNTY OF MORGAN

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No title search requested and none prepared.

KNOW ALL MEN BY THESE PRESENTS THAT, for and in consideration of the sum of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) and other good and valuable consideration, in hand paid to the undersigned, the receipt of which is hereby acknowledged, the **City of Decatur, Alabama, a municipal corporation** (hereinafter referred to as "Grantor"), hereby remises, releases, quitclaims, grants, sells and conveys to **Lester and Nella Fletcher, a married couple,** (hereinafter referred to as "Grantees") all of its undivided interest in the following described real estate situated in Morgan County, Alabama, to-wit:

Lot 3, less 7' off south end, 2nd increment – Vine Street;

MORE COMMONLY KNOWN AS 601 Walnut Street, NW.

TO HAVE AND TO HOLD to said Grantees, their successors and assigns forever.

[GRANTEE'S ADDRESS: 603 Walnut Street, NW, Decatur, Alabama 35601.]

IN WITNESS WHEREOF, the City of Decatur, Alabama, a municipal corporation, has hereunto set its hand and seal this the _____ day of _____, 2012.

City of Decatur, Alabama,
a municipal corporation

Attest:

By: _____
Mayor

City Clerk

STATE OF ALABAMA

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COUNTY OF MORGAN

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I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that the Mayor of the City of Decatur, and the City Clerk of the City of Decatur, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, in their respective capacities as Mayor of the City of Decatur and City Clerk of the City of Decatur, executed the same voluntarily for and as the act of the City of Decatur, Alabama, a municipal corporation, on the day the same bears date.

Given under my hand this the _____ day of _____, 2013.

Notary Public