

RESOLUTION 22-003

**REAL ESTATE SALES CONTRACT
DADEVILLE FIRE DEPARTMENT LAND PURCHASE**

WHEREAS, the City of Dadeville Council approved in its regular meeting of council on the 23rd day of November, 2021 to enter into a real estate sales contract with The Lewis and Sara Young Limited Partnership; and

WHEREAS, the City of Dadeville Council approved the purchase of 3.57 acres located in Section 1, T21N, R22E on Young's Ferry / Gibson Road; and

WHEREAS, the City of Dadeville Council has approved to purchase said 3.57 acres in the amount of **\$18,000** and to pay all other costs necessary at closing; and

WHEREAS, the City of Dadeville Council approved the purchase of 3.57 acres for the Dadeville Fire Department to build a fire and training station at this location; and

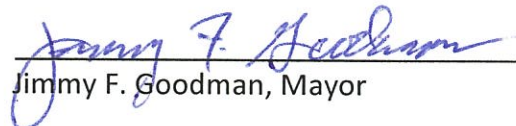
WHEREAS, said detailed Real Estate Sales Contract will be included as Exhibit A with this resolution; and

NOW, THEREFORE, BE IT RESOLVED by the City Council that the City of Dadeville adopts Resolution 22-003, Real Estate Sales Contract Dadeville Fire Department Land Purchase.

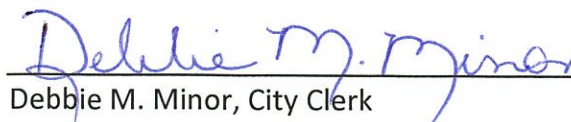
ADOPTED, this 14th day of December, 2021 at the meeting of the City Council.

ROLL CALL VOTE:

COUNCILPERSON CALDWELL	<u>Yes</u>
COUNCILPERSON HEARD	<u>No</u>
COUNCILPERSON MATHIS	<u>Yes</u>
COUNCILPERSON WOLFE	<u>No</u>
COUNCILPERSON JOHNSON	<u>Yes</u>


Jimmy F. Goodman, Mayor

ATTEST:


Debbie M. Minor, City Clerk

STATE OF ALABAMA

REAL ESTATE SALES CONTRACT

TALLAPOOSA COUNTY

THIS AGREEMENT made and entered into this the 14th day of December, 2021.

The Lewis and Sara Young Limited Partnership, hereinafter called Seller, hereby agrees to sell, and the **City of Dadeville**, hereinafter called Purchaser, hereby agree to purchase the following described real estate situated in Tallapoosa County, Alabama, on the terms hereinafter stated, to-wit:

3.57 acres located in Section 1, T21N, R22E as set forth in the attached survey.

The real estate will be conveyed subject to any easements or restrictions appearing on record, as well as those matters generally applicable to real estate in Tallapoosa County, Alabama.

1. The purchase price for said real estate and all improvements thereon is \$18,000.00 payable at closing.

2. As a condition of sale, Purchaser agrees that the deed will contain a right of first refusal agreement that if the City of Dadeville decides not to build a fire station on said property then Seller will have the right to buy said property back from the City of Dadeville at the same price the City of Dadeville paid for said property. This provision shall extend for a period of ten (10) years from the date of closing. Seller shall have one (1) year to exercise this contingency.

3. Seller agrees to furnish general warranty deed, showing good and merchantable title, free from all encumbrances.

4. This sale will close on or before March 1, 2022, unless otherwise extended in writing by the parties. Time is of the essence of this agreement.

5. Seller agrees to pay for deed preparation.

6. Purchaser to pay all other costs necessary for closing.

7. Property taxes due October 1, 2021, will be paid at closing if closed before December 31, 2021. Thereafter, taxes shall be prorated.

8. Seller has paid the costs for a survey.

9. Should any dispute arise over the enforcement of this contract or any of its terms, then this agreement shall be enforceable only in the Circuit Court of Tallapoosa County, Alabama, after the parties have submitted to nonbinding pre dispute mediation by a mediator appointed by the Center for Alternative Dispute Resolution of the Alabama State Bar Association. The costs of mediation will be borne equally by the parties. Should mediation prove unsuccessful and litigation ensue, then the prevailing party shall be entitled to receive from the other party an award of a reasonable attorney's fee to be determined by the trial judge at the conclusion of the trial phase of such litigation.

10. This contract is not assignable and can be extended only by written agreement of the parties. This contract contains the entire agreement of the parties and all other terms, conditions and representations are merged herein.

11. This contract is binding upon all parties concerned, their heirs, and assigns.

12. This contract shall be construed according to its fair meaning and not strictly for or against either party.

13. If any term, covenants, condition, or provision of this contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

WITNESSES:

The Lewis and Sara Young Limited Partnership

By: _____

Phillip Young

City of Dadeville

Delia M. Prior

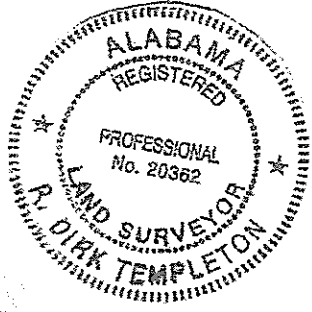
By Jimmy F. Woodman

1 2 3 4

THIS IS A BOUNDARY SURVEY

LEGEND	
	= FOUND CONC. MON.
	= SET CONC. MON.
	= FOUND IRON PIN
	= SET IRON PIN
	= FENCE
	= CONC. SLAB
	= POWER POLE
	= CALCULATED POINT
1" = 200'	

DESCRIPTION OF PARCEL SHOWN;
 COMMENCE AT THE N.E. COR. S.E. 1/4, SEC. 1, T21N, R22E OF TALLAPOOSA CO. ALABAMA; THENCE S12-46-39W 716.89' TO A POINT ON THE WEST R.O.W. OF GIBSON ROAD AND THE POINT OF THE BEGINNING; THENCE CONTINUE ALONG GIBSON ROAD FOR THE FOLLOWING COURSES (S31-56-38W 134.21'; S38-20-26W 112.30'; S41-47-52W 325.74') TO A POINT ON THE NORTH R.O.W. OF YOUNGS FERRY ROAD; THENCE S75-18-32W 221.88' AND S74-59-32W 181.34' ALONG SAID R.O.W.; THENCE LEAVING SAID R.O.W. N39-16-16E 706.60'; THENCE N89-48-20E 300.29' TO THE POINT OF THE BEGINNING. PARCEL DESCRIBED CONTAINS 3.57 ACRES MORE OR LESS.



N.E. COR. S.E. 1/4,
 SEC. 1, T21N, R22E
 OF TALLAPOOSA
 COUNTY, ALABAMA

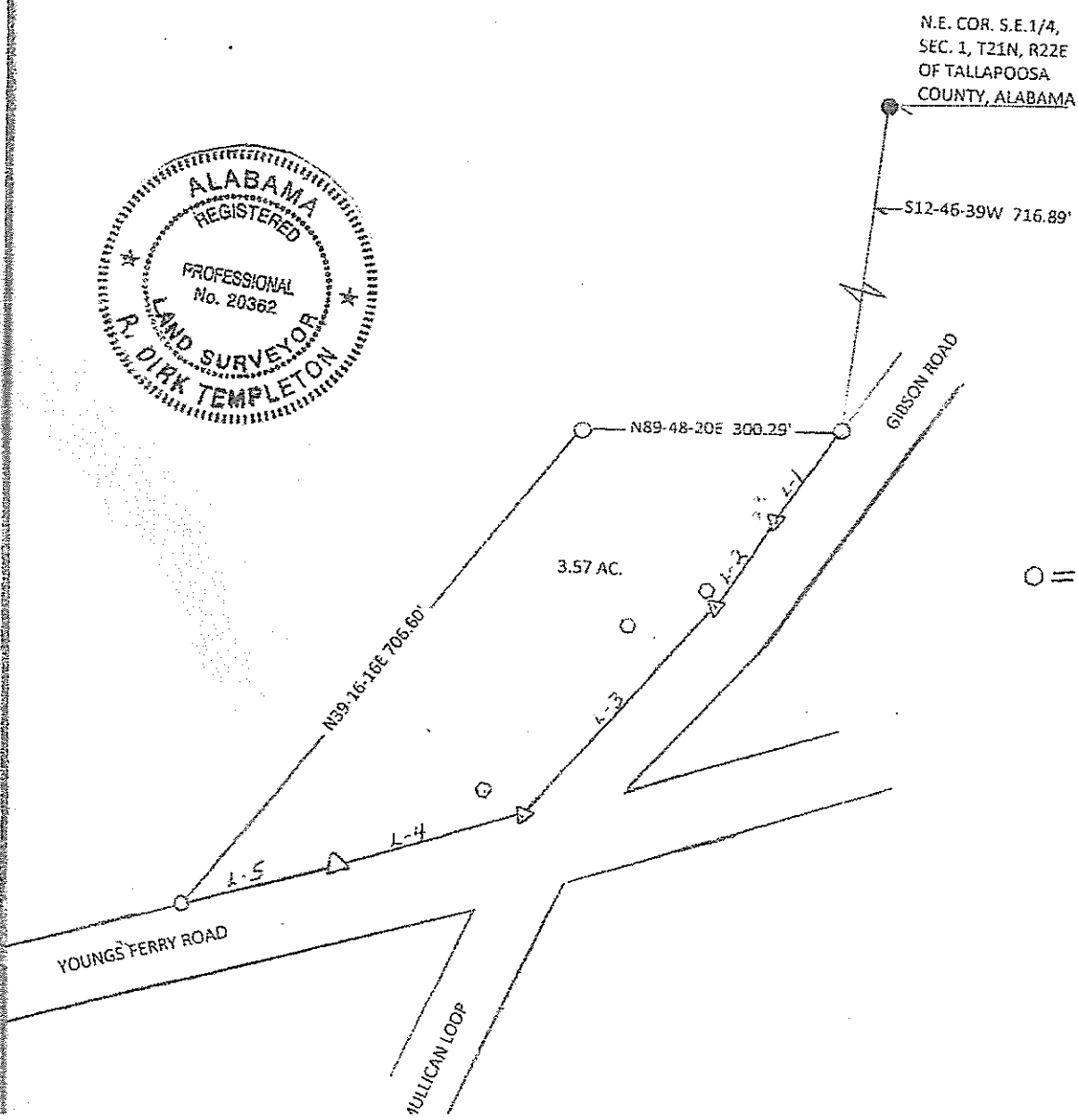
S12-46-39W 716.89'

- L-1=S31-56-38W 134.21'
- L-2=S38-20-26W 112.30'
- L-3=S41-47-52W 325.74'
- L-4=S75-18-32W 221.88'
- L-5=S74-59-32W 181.34'

N89-48-20E 300.29'

3.57 AC.

○ = WELL



YOUNGS FERRY ROAD

GIBSON ROAD

MULLICAN LOOP