

PURCHASE AGREEMENT FOR (Address)

This Purchase Agreement ("Agreement") is between, the Seller, the City of Mobile, (hereinafter the "City"), and (NAME HERE) whose address is (ADDRESS HERE) (hereinafter "Purchaser")

WHEREAS, the Purchaser purchased an Option on the property as described more specifically in Exhibit "A" of this Agreement (hereinafter the "Property") from the City of Mobile;

WHEREAS, the Option was contingent on the City acquiring clear, warrantable and fee simple title to the Property;

WHEREAS, the City was successful in acquiring clear title to the Property, the City now desires to sell the Property to the Purchaser.

NOW, THEREFORE, in consideration of the foregoing premises and of the covenants and agreements hereinafter contained, it is mutually agreed as follows:

1. Description of Property. The Property is a parcel of real estate located in the City of Mobile, Mobile County, as more particularly described in the legal description attached hereto as Exhibit A.
2. Sale. Purchaser executed an Option to purchase the Property on _____. The Option and Development Agreement, hereto attached as Exhibit B, are specifically incorporated herein. The Purchaser now intends to exercise the Option and purchase the Property, and the City of Mobile desires to sell the Property, including all of City's right, title and interest in and to all appurtenances, easements, access rights and similar rights, under the terms and conditions contained herein.
3. Purchase Price. The purchase price for the Property (hereinafter "Purchase Price") shall be _____ Dollars. The Purchaser agrees to assume all other costs associated with the conveyance of the Property as outlined in this Purchase Agreement.
4. Deposit. The Purchaser paid the City the sum of \$_____ at the time of executing the Option. The City agreed to credit this amount against the Purchase Price as a Deposit at closing.
5. Amount Due at Closing. The amount due is the Purchase Price less the Deposit, or \$_____. The Purchaser agrees to present a money order, certified check or cashier's check made payable to the City of Mobile.
6. Additional Consideration; Public Purpose. The Purchaser and City agree and understand that as additional consideration for the Property, the Purchaser shall redevelop [OR rehabilitate or demolish and redevelop] the Property as more specifically discussed under the terms herein. The Purchaser's intent to [redevelop,

7. Responsibility for Title Insurance. City will provide Purchaser with a Commitment for Title Policy. Purchaser must obtain and pay for a policy of title insurance within ten (10) days of the closing.
8. Responsibility for Taxes and Other Charges. The Purchaser is responsible for property, ad valorem, any other taxes, municipal liens, or fines from the date of the conveyance forward.
9. Deed and Recording. The City will convey the Property by General Warranty Deed to the Purchaser at closing, which is incorporated herein as Exhibit __ of this Agreement. City shall pay for recording the deed evidencing such conveyance.
10. Condition of Property. The Purchaser takes the Property in “AS IS” and “WITH ALL RISKS.” City does not grant any warranties, either implied or express.
11. Property Inspection. City and Purchaser agree that the Purchaser _____ has _____ has not been able to complete a thorough inspection of the Property. Purchaser has chosen to waive his ability to conduct a thorough property inspection, including but not limited to a risk assessment for lead-based paint. _____ [signed Purchaser].
12. Closing. Purchaser and City agree that Closing shall be simultaneous with the execution of this Purchase Agreement or as determined by City. In the event the Purchaser does not close on the Property within fourteen (14) days after signing the Purchase Agreement, the City may retain the Deposit, sue for damages and/or specific performance, and/or may offer the Property for sale to other prospective purchasers.
13. Closing Costs. City will pay all closing costs associated with recording the deed. Purchaser to pay all other closing costs.
14. Possession. Possession is delivered to the Purchaser at Closing.
15. Representations and Warranties. As of the date of this Purchase Agreement, the following representations and warranties of the Purchaser shall be deemed made and effective, all of which are deemed material to City and are being relied upon by City:
 - a. Purchaser has the full right, capacity, power and authority to enter into, and stands ready to perform, this Purchase Agreement and the transactions contemplated hereby.
 - b. Purchaser agrees to accept immediate custody, possession and control of the Property and any and all buildings on the Property upon receipt of the General Warranty Deed from the City.
 - c. The Purchaser agrees and understands that the City has conveyed the Property to the Purchaser for the following purposes [INSERT PURCHASER’s plans for Property] and that the Purchaser will only use the

- d. Upon accepting possession of the Property, the Purchaser agrees to begin either redevelopment [renovation, demolition; pick applicable section below] of the Property, including the correction of code and safety violations, and agrees to comply with the following specific requirements and deadlines:
- i. **Demolition.** If the Purchaser intends to demolish the structures on the Property, the Purchaser shall ensure that the structures on the Property are demolished within 60 days after the conveyance of the Property. Further, the Purchaser must provide City with the following:
 1. a fully executed contract with a State of Alabama licensed contractor to demolish the Property, within 30 days of Closing; and
 2. a City of Mobile Building Permit, within 45 days of Closing; and
 3. photographs of the exterior of the Property, or other evidence indicating that the structures have been demolished, all debris, trash or other materials have been removed from the site, and that the grass, yard, shrubs, planting, etc. have been trimmed or mowed, within 60 days of Closing.
 - ii. **Rehabilitation.** If the Purchaser decides to rehabilitate the Property, then the Purchaser must complete the rehabilitation of the property within 24 months after the conveyance from City. Further, the Purchaser must provide City with the following:
 1. photographs of the exterior of the Property, or other evidence indicating that the property has been secured; that all debris, trash or other materials have been removed from the outside yard area, and that the grass, yard, shrubs, planting, etc. have been trimmed or mowed, within 45 days of Closing; and
 2. a copy of a City of Mobile Building Permit, within nine months of Closing; and
 3. a fully-executed contract with a State of Alabama licensed contractor or homebuilder to renovate the subject Property, within nine months of Closing. Said contract shall contain a date certain by which work on the subject Property is to begin. Copies of receipts and/or photographs evidencing the materials purchased and the work performed are also acceptable; and
 4. a Final Certificate of Approval issued by the City of Mobile, or other evidence of habitability and occupancy including but not limited to photographs, bills and receipts showing operating utilities, and current leases, within 24 months of Closing.
 - iii. **Redevelopment.** If the Purchaser decides to redevelop the Property, then the Purchaser must complete the redevelopment of the property

1. photographs of the exterior of the Property, or other evidence indicating that the property has been secured; that all debris, trash or other materials have been removed from the outside yard area, and that the grass, yard, shrubs, planting, etc. have been trimmed or mowed, within 45 days of Closing; and
 2. a copy of a City of Mobile Building Permit, within one year of Closing; and
 3. a fully-executed contract with a State of Alabama licensed contractor or homebuilder to renovate the subject Property, within one year of Closing. Said contract shall contain a date certain by which work on the subject Property is to begin. Copies of receipts and/or photographs evidencing the materials purchased and the work performed are also acceptable; and
 4. a Final Certificate of Approval issued by the City of Mobile, or other evidence of habitability and occupancy including but not limited to photographs, bills and receipts showing operating utilities, and current leases, within 24 months of Closing.
- e. All such representations, warranties, covenants and agreements by City or Purchaser shall be true and accurate as of the date of this Purchase Agreement, during the term hereof and as of the date of Closing.
 - f. City and Purchaser shall promptly disclose to one another any facts or circumstances of which City or Purchaser gains knowledge after the date of this Purchase Agreement and prior to the closing which would make any warranty or representation untrue in any material respect or which would, without such disclosure, make any warranty or representation misleading in any material respect.
 - g. Purchaser agrees and understands that the representations and warranties listed in this section shall survive any third party conveyance by the Purchaser. Purchaser further agrees and understands that should it decide to convey the Property to a third party all representations or warranties, whether expressed or implied, existing in this Agreement shall be the sole responsibility of the Purchaser.
16. Extensions. If the Purchaser determines that it cannot completely perform all of its obligations within the agreed-upon time frame, the Purchaser may request an extension in writing from the City. Extensions may be granted at the sole discretion of the City of Mobile.
17. City's Right to Re-enter. Purchaser agrees to sign a Quit-Claim Deed re-conveying the Property to the City of Mobile upon execution of this Agreement as security in order to ensure that the Purchaser does not default under the terms of this Purchase Agreement. For purposes of this Purchase Agreement, this deed shall be referred to as the "Quit Claim Deed" and is incorporated as Exhibit D of this Purchase

18. Default. If the Purchaser breaches any of the terms set forth in this Agreement, the Purchaser has the responsibility to give written notification of the default by registered mail under the notice provisions listed in this Agreement. Upon learning of any default, either from the Purchaser or upon its own investigation, the City of Mobile shall send a formal written notice of the default to the Purchaser. Such notice shall indicate whether the City of Mobile will allow the Purchaser to 1) cure the default, 2) or if the City intends to record the Quit Claim Deed listed in Exhibit D of this Agreement and exercise its right to reenter, or 3) exercise any other rights or remedies allowed under Alabama law.
- a. Right to Cure. If the City determines that the Purchaser will be allowed an opportunity to cure the default, the City in its written notice of default will give the terms and conditions in which the Purchaser may cure the default. If the Purchaser is not able to cure the default within the time allotted or in the manner required by the City, thereafter the City at its option may invoke the Right of Reverter provisions listed in this Agreement.
 - b. Right to Record and Reenter. At any time after the occurrence of, or during the continuance of, a Default by the Purchaser or any breach of any of the Purchaser's Representations or Warranties, the Purchaser hereby authorizes the City to fill in the date on the Quit Claim Deed listed in Exhibit D of this Agreement, record the Quit Claim Deed with the Mobile County Judge of Probate Court, thereby transferring the Property back to the City, and the City reserves the right to re-enter the Property. The date of re-conveyance on the Quit Claim Deed shall be subsequent to the date listed in the Notice of Default sent to the Purchaser.
19. Indemnification. Purchaser agrees to indemnify, defend and hold harmless, City, as well as any officer, agent and/or employee of City from any legal action instituted by a third party against City and from any and all claims and losses, including attorneys' fees and costs, accruing, resulting, or arising from:
- a. the conveyance, rehabilitation, demolition or re-conveyance of the Property back to the City of Mobile;
 - b. Purchaser or Purchaser's lenders, contractors, subcontractors, agents, employees, material providers, laborers and any other person, firm or corporation furnishing or supplying funding, work, services, materials or supplies in connection with the development of the Property referenced under this Agreement;
 - c. Any person or entity injured or damaged by any act, omission, error, act of misconduct, and/or negligent act of Purchaser or Purchaser's lenders, contractors, subcontractors, agents, employees, material providers, laborers and any other person, firm, or corporation furnishing or supplying funding, work, services, materials or supplies in connection with the development of the Property referenced under this Agreement;

- d. To the extent permitted by law, Purchaser must defend, indemnify and hold harmless City, its employees, agents, officers and directors, from and against any and all claims, demands, penalties, fines, liabilities, judgments settlements, damages, costs or expenses, including attorneys' and consultant's fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or related in any way to any Environmental Contamination on, over, under, from or affecting the Property, or arising out of or related in any way to the following: i) the presence, disposal, release or threatened release of any Environmental Contamination on, over, under, from or affecting the Property or the soil, water vegetation, buildings, personal property, persons or animals; ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to any Environmental Contamination; iii) any lawsuit brought or threatened, settlement reached or government order relating to the Environmental Contamination with respect to the Property; and iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of any mortgage, which are based on or related to the Environmental Contamination used on the Property.
- e. In no event shall the City, their officers, agents and/or employees, be liable to the Purchaser in damages for any act, error, omission, breach or violation of this Agreement.

20. Miscellaneous

- a. Governing Law. This Purchase Agreement shall be governed by Alabama law.
- b. Counterparts. This Purchase Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original instrument, but all counterparts shall together constitute only one agreement.
- c. Severability. In case any one or more of the provisions contained in this Purchase Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then all the remaining provisions of this Purchase Agreement shall remain in full force and effect to the extent permitted by law.
- d. Written Notice. All requirements for written notice contained in this Purchase Agreement shall be accomplished by any one of the following methods:
 - i. Personal service with service being effective upon delivery, or
 - ii. Certified mail, return receipt requested, with service being effective on the date of receipt or second attempted delivery.
 - iii. Notices shall be addressed as follows:
 - 1. City:
 - 2. Purchaser:
- e. Binding Effect. This Purchase Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties.
- f. Entire Agreement. This Purchase Agreement contains the entire understanding of the parties hereto as to the matters provided for herein; all prior agreements between the parties, whether written or oral, are merged

- g. Exhibits. The exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement
- h. Effective Date. The City and the Purchaser agree that this Purchase Agreement shall be considered effective on the date it is signed by both parties. If the parties sign on separate days, the Purchase Agreement will be effective on the date of the final signature.
- i. Brokerage. City and Purchaser represent that neither has used the services of any broker.
- j. Termination of Agreement. The Parties have agreed that this Agreement shall terminate on the earlier of:
 - i. the date in which all terms and benefits of this AGREEMENT have been satisfied; or
 - ii. upon an Event of Default.

List of Exhibits:

- A. Property Description
- B. Option and Development Agreement
- C. Warranty Deed
- D. Quitclaim Deed
- E. Purchaser's Plans for Property