

ORDINANCE NO. _____

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, as follows:

Section 1. The City of Florence, Alabama ("City"), owns certain surplus real property in Florence, Alabama ("Property"), as described in the attached Real Estate Sales Contract ("Contract"), attached hereto and incorporated herein by reference, that it wishes to sell pursuant to the terms of the said Real Estate Sales Contract between the City and WR Investments, LLC. The City Council hereby finds and determines that the Property is not needed for public or municipal purposes and that it is in the best interest of the public and the City to sell the Property.

Section 2. The Contract, in substantially the form and of substantially the content as the Contract presented to, considered, and approved by the City Council at this meeting, with such changes or additions thereto or deletions therefrom as the Mayor of the City shall approve, which approval shall be conclusively evidenced by his execution of the Contract, is hereby approved, adopted, authorized, ratified, and confirmed. The Mayor is hereby authorized and directed to execute, acknowledge and deliver the Contract for and on behalf of and in the name of the City. The City Clerk is hereby authorized and directed to affix the official corporate seal of the City to the Contract and to attest the same.

Section 3. The City Council, pursuant to § 11-47-20 of the CODE OF ALABAMA 1975, as amended, hereby authorizes and approves the sale and conveyance of the Property for the sum of \$20,000.00, and hereby authorizes the Mayor to execute the deed necessary to transfer title to the Property to WR Investment, LLC.

Section 4. The Mayor and the City Clerk are hereby further authorized and directed to take such other action and to execute in the name and on behalf of the City such contracts, documents, and certificates as may be necessary or desirable to effect the sale and conveyance of the Property. Any funds necessary to cover the cost of a title policy and other expenses associated with the sale and conveyance of the Property are hereby appropriated from the proceeds of the sale of the Property.

Section 5. The City Clerk is hereby authorized and directed to publish this Ordinance in the *TimesDaily*, and this Ordinance shall go into effect upon its passage, approval and publication as provided by law.

ADOPTED this _____ day of _____, 2025.

CITY COUNCIL

APPROVED this _____ day of _____, 2025.

MAYOR

ADOPTED & APPROVED this _____ day of _____, 2025.

CITY CLERK - TREASURER

STATE OF ALABAMA

LAUDERDALE COUNTY

REAL ESTATE SALES CONTRACT

WR Investments, LLC (“Purchaser”), hereby agrees to purchase and the City of Florence, Alabama, a municipal corporation (“Seller”), hereby agrees to sell that certain real property located off of Florence Boulevard in Florence, Alabama, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (“Property”), on the terms and conditions stated below:

1. The purchase price shall be \$20,000.00 payable in cash on closing of the sale in the amount of \$20,000.00.

2. The Seller shall cause a commitment of title insurance for the Property, in the amount of the Purchase Price (the “Commitment”), to be issued by Alabama Land Services and delivered to Purchaser. Purchaser, at Purchaser’s expense, may obtain an as-built survey of the Property (the “Survey”). After his receipt of the Commitment and prior to closing, Purchaser shall provide a notice to Seller (the “Objections Notice”) concerning any defects or objectionable matters of title or survey pertaining to the Property. Any matters which are of record, are disclosed by the Commitment, are disclosed by the Survey obtained by Purchaser, and which are not listed in an Objections Notice delivered to Seller prior to closing, shall be deemed waived by Purchaser and will be “Permitted Exceptions” for purposes of this Contract.

3. The Property is being conveyed to Purchaser by Seller in “as is condition”. Seller makes no express or implied warranty to its condition or the fitness for its intended use.

4. During the term of this contract, and prior to closing, Purchaser and/or his agents (including surveyor) shall have permitted access to the Property to make surveys, make measurements, conduct soil and environmental tests, and to make such physical inspection and analysis thereof as Purchaser shall deem necessary, PROVIDED, however, that Purchaser hereby assumes all risk of such entry, and agrees to defend, indemnify and save Seller harmless from and against: any claim, cost, or expense resulting from any damage to or destruction of any part of the Property and any injury to or death of any person(s) arising from the conduct or exercise by Purchaser or his agents of the right-of-entry herein granted.

5. If environmental contamination of the Property is revealed by the studies and tests conducted by Purchaser pursuant to Paragraph 4 in an amount and/or concentration beyond the minimum acceptable levels established by current applicable governmental authorities, or if Purchaser is unwilling to accept the environmental condition of the Property as a result of such test(s) or assessment(s), Purchaser’s sole and exclusive remedy shall be to terminate this Contract. Under no circumstances shall Seller be required to correct, remedy, or cure any condition or environmental contamination of the Property as a condition to settlement or other performance

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hereunder.

6. If Purchaser elects not to secure environmental tests or inspections, or if Purchaser elects not to terminate after receipt of test results, Purchaser shall take the Property "as is" at settlement and assumes all risks of condition of the Property, regardless of the cause or date of origin of such condition.

7. Purchaser acknowledges that Seller makes no guarantee, representation, or warranty regarding the physical or environmental condition of the Property, and Seller expressly disclaims any and all obligation and liability to Purchaser regarding any defects which may exist with respect to the condition of the Property.

8. The Property is sold and is to be conveyed subject to any zoning ordinance pertaining to the property, any and all existing utility easements, and any and all existing easements that serve the Property.

9. Purchaser represents that it is a knowledgeable purchaser of real estate and that, except as set forth in this Contract, Purchaser is relying solely on his own expertise, and that of his consultants, if any, and is relying or will rely upon same, and shall assume the risk of any adverse matters, including, but not limited to, adverse physical and environmental conditions. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT PURCHASER IS ACQUIRING THE PROPERTY ON AN "AS-IS WHERE-IS, WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED OF ANY KIND OR NATURE OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS CONTRACT AND IN THE DOCUMENTS OF TRANSFER TO BE DELIVERED HEREUNDER.

10. This sale shall be closed and the deed delivered on or before 30 days from the date of this Contract, except that Seller shall have a reasonable length of time within which to perfect title or cure defects in title to the Property. Possession is to be given on delivery of deed.

11. Purchaser and Seller shall each pay their own respective attorneys' fees and one-half of the closing fees. Purchaser shall pay (i) all costs related to his due diligence; (ii) all recording and indexing charges required to file the deed and other instruments in the appropriate public records; (iii) any costs of extended coverage or other title endorsements; and (iv) any costs related to any survey work requested by the Purchaser.

12. Seller agrees to convey said property to the Purchaser free of all encumbrances except Permitted Exceptions and as otherwise hereinabove set out.

13. This Contract states the entire agreement between the parties, and any other agreements not incorporated herein are void and of no force and effect.

A handwritten signature in black ink, consisting of a large, stylized 'Q' followed by a 'R' and a long horizontal stroke extending to the right.

IN WITNESS WHEREOF, the undersigned have caused this Contract to be executed and attested by their duly authorized representatives on this _____ day of _____, 2025.

Seller:

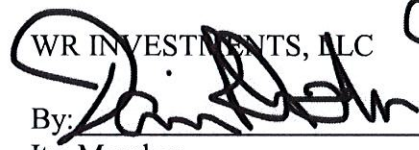
CITY OF FLORENCE, ALABAMA
a municipal corporation

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

Purchaser:

WR INVESTMENTS, LLC
By:  9/18/25
Its: Member

OWNER

CITY OF FLORENCE PARKS & RECREATION -CEMETARY- MUSEUMS

PO BOX 98

FLORENCE, AL 35631

VALUE

Appraised: 3,800.00

Assessed: 720.00

INFO

Parcel Number: 24-01-11-1-003-040.001

PPIN: 038743

Account Number: 00027273

Physical Address: 0 FLORENCE BLVD

Deed Book/Page: 0 / 0

Utilities - Gas: Unknown

Utilities - Water: Unknown

Utilities - Sewer: Unknown

Amenities: Unknown

District: Florence

Exempt Type: NONE

Acres: 0

Tax Due: \$0.00

Deed Date:

Road Access: Unknown

Topography: Unknown

Nuisances: Unknown

Historical: R0038743

TaxYear: 2025

Section/Township/Range: 11 / 3 / 11

Legal Description: 205' X 170' IRR CITY OF FLORENCE PART BLK 507