

Sponsor: Anerton

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the attached Agreement Regarding Property Swap for Construction of Public Road and Fire Station ("Agreement") between the City of Florence and Faith Church in substantially the form and of substantially the content as the Agreement 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 Agreement, is hereby approved, adopted, authorized, ratified, and confirmed. The Mayor is hereby authorized and directed to execute, acknowledge and deliver the Agreement 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 Agreement and to attest the same.

ADOPTED this _____ day of _____, 2025.

CITY COUNCIL

APPROVED this _____ day of _____, 2025.

MAYOR

ADOPTED & APPROVED this _____ day of _____, 2025.

CITY CLERK - TREASURER

AGREEMENT REGARDING PROPERTY SWAP FOR CONSTRUCTION OF PUBLIC ROAD AND FIRE STATION

This Agreement Regarding Property Swap for Construction of Public Road and Fire Station (“Agreement”) is executed as of _____, 2025, by the City of Florence, Alabama, a municipal corporation (“City”), and Faith Church (“Church”). City and Church shall sometimes herein be referred to collectively as the “Parties.”

RECITALS:

- A. City would like to purchase the property described on Exhibit A (“Property”) to build a fire station and public road (“Project”) but needs ownership of a private road owned or controlled by Church (“Road”) for access to the proposed fire station.
- B. Church would like to acquire the northernmost portion of the Property adjacent to its property lying north of Guston Street (“Northern Parcel”).

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, City and Church hereby agree as follows:

1. Property Swap: The foregoing Recitals are acknowledged to be true and correct and are incorporated herein by this reference. City hereby agrees to convey the Northern Parcel to the Church, and Church hereby agrees to convey the Road to the City, both contingent on the following conditions:

(a) City is able to successfully purchase and acquire fee simple title to the Property.

(b) Church has marketable, insurable title to the Road.

(c) City determines that Property is suitable for the location of a fire station and that adequate funding is available to construct the fire station.

(d) City agrees to upgrade the Road to a public City Street.

2. Miscellaneous Provisions: The following additional provisions are part of this Agreement:

(a) Benefit of Agreement: This Agreement may not be assigned by either party without the other party’s prior written consent, but shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legatees, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement.

(b) No Partnership: Nothing in this Agreement shall be construed to create a partnership between City and Church.

(c) Headings: The headings of the Sections of this Agreement are inserted for convenience or reference only, and shall not be construed as part of this Agreement, and shall in no way be construed as defining, limiting or affecting the scope or intent of the provisions of this Agreement.

(d) Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to its choice of law provisions.

(e) Amendment: This Agreement may be changed only by an instrument in writing signed by the Parties hereto.

(f) Entire Agreement: This Agreement constitutes the entire agreement and understanding between the Parties relating to the subject matter hereof, and supersedes all prior agreements and understandings relating to the subject matter hereof. No agreements, understandings, warranties or representations relating to the subject matter hereof exist between the Parties hereto other than those set forth herein.

City:

THE CITY OF FLORENCE, ALABAMA, a municipal corporation

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk-Treasurer

Church:

FAITH CHURCH

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

EXHIBIT A
KREIGER PROPERTY DESCRIPTION