



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 4/25/06

**SUBJECT:** Halifax Mobile Home Park Unit Purchase

**DEPARTMENT:** CITY MANAGER

**RECOMMENDED MOTION:**

To authorize the Mayor and City Manager to execute the contract for the purchase of 103 Fourth Avenue from Edward H. Perry in the amount of \$6,000.00

**SUMMARY:**

The agreement established with residents in the Halifax Mobile Home Park in 1998 calls for an annual purchase of units from owners in the Park. The purchase process is outlined in the Policy Handbook adopted by Council in February 2001. The proposed purchase has met the regulations outlined by the handbook. Council approval is being sought for the purchase of 103 Fourth Avenue from Edward H. Perry in the amount of \$6,000.00 less any fees owed to the Park.

For more information contact William R. Whitson, Assistant City Manager.

**ATTACHMENTS:**  Ordinance  Resolution  Budget Resolution

Other  Support Documents/Contracts Available for Review in Manager's Office

**DEPARTMENT HEAD**

Signed

Date 04-13-06

**FINANCE DEPARTMENT**

*J.A. [Signature]*

Approved as to Budget Requirements

Date 4/13/06

**CITY ATTORNEY**

*Stella L. Luce*

Approved as to Form and Legality

Date

**CITY MANAGER**

*[Signature]*

Approved Agenda Item For:

4/25/06

**COUNCIL ACTION:**

Approved as Recommended  
 Continued to Date Certain

Disapproved  
 Approved with Modification:

Tabled Indefinitely

## **CONTRACT FOR SALE AND PURCHASE**

**(Individual Seller)**

This contract made and entered into this 12th day of April 2006, between Edward Perry, whose address is 30 Quineburg Drive, Danielson, CT 06239 ("Seller"), and the City of Port Orange, Florida, a Florida municipal corporation ("Buyer").

1. **Sale.** The Seller agrees to sell and the Buyer agrees to purchase a mobile home currently located in Halifax Trailer Park, 103 Fourth Avenue, Port Orange, Florida 32129, and further identified as follows: \_\_\_\_\_ (hereinafter "the Mobile Home"), under the terms and conditions of this contract. For purposes herein, the Mobile Home shall include all appliances, equipment, and fixtures, located within or attached to the unit structure as reflected by the appraisal of the unit on file with the City.
  
2. **Purchase price and method of payment.** The purchase price is Six Thousand Dollars and 00/100 Dollars (\$6,000.00), payable to Seller as follows:

The sum of Six Thousand Dollars and 00/100 Dollars (\$6,000.00), less prorations as provided for in this Contract, by check payable to the order of the Seller, to be delivered at the time that the Seller transfers title to the Mobile Home to the Buyer.
  
3. **Lease obligations.** The Seller agrees to pay the Buyer before the date of the sale, all rental and other fees, including utilities fees, imposed on the Seller as a tenant of the Halifax Trailer Park, up to the date of the sale. There shall be a set-off from the purchase price in the amount of any such sums not paid by the Seller. The seller has agreed to lease back the unit in the amount of \$207.00 a month for twelve (12) months from the purchase date and month to month therefore after.
  
4. **Risk of loss.** Risk of loss or damage to the Mobile Home by fire or other casualty between the date of this Contract and closing shall be and is assumed by the Seller.
  
5. **Date, time and place for transfer of title.** The Seller and Buyer shall mutually select the date, time and place of transfer after the execution of this Contract. The date of transfer must be within sixty (60) days from the date of execution of this Contract. The location shall be the City Manager's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida, unless the Seller and the Buyer agree to some other location after the execution of this Contract. The Assistant City Manager or Rights-of-Way Agent is hereby authorized by the Buyer to represent the Buyer in arranging for an acceptable date, time and place to transfer title.

6. Transfer of title; tender of payment. The Seller agrees to execute and deliver to Buyer a good and sufficient title to the Mobile Home, free of liens and other encumbrances on the date and at the time set for transfer of title, and at the place mutually selected by the Seller and the Buyer. The Seller shall, in addition to tendering a good and sufficient title to the Mobile Home, provide the Buyer proof that all utility services provided to the Mobile Home in the Seller's name have been terminated and paid in full. The Buyer shall tender the purchase price, in the amount and in the manner set forth above, so long as the Seller tenders a good and sufficient title and proof regarding utility services as provided in this Paragraph.
7. The Buyer shall have the option to terminate this contract in either of the following circumstances:
  - a. The Seller and the Buyer are unable to agree to a mutually acceptable date, time and place within the sixty (60) day period outlined in Paragraph 5.
  - b. The Seller is unable or unwilling to provide title and proof regarding utilities as required in Paragraph 6.

In either event, the Buyer shall exercise the option by providing the Seller with written notice of termination. Upon termination by the Buyer, this contract shall be null, void and without further effect.

8. Termination of rights. The Seller agrees that immediately upon transfer of title to the Mobile Home and receipt of the purchase price from the Buyer:
  - a. That the Buyer will have the right to exclusive possession of the Mobile Home;
  - b. That all of the Seller's rights under that certain lease for the rental of the Halifax Trailer Park lot located at 103 Fourth Avenue, Port Orange, Florida, between the Seller and the Buyer shall immediately terminate; and
  - c. That the Buyer shall no longer be bound to the Seller under the terms of said lease, the Halifax Trailer Park Prospectus, or Chapter 723, Florida Statutes, with regard to the Mobile Home unit or the Seller's occupancy within the Park.
9. Access to Mobile Home. The Seller agrees to allow the Buyer and the Buyer's employees, consultants, agents and representatives access to the Mobile Home prior to the time of closing for the purpose of inspections.

10. Approval of Contract. This Contract is contingent on approval by the Port Orange City Council. If this Contract is not approved by the City Council, the Buyer shall provide written notice to the Seller and the Buyer shall not be responsible for any cost, expense, damage or liability.

Executed on the respective dates below:

WITNESSES:

Tracy M. London  
(signature of witness #1)  
Tracy M. London  
(printed name of witness #1)

William R. Whitson  
(signature of witness #2)  
William R. Whitson  
(printed name of witness #2)

Date: 4/12/06

SELLER

Name: Edward H Perry  
Signature  
EDWARD H PERRY  
Printed Name

WITNESSES:

BUYER  
CITY OF PORT ORANGE, FLORIDA,  
a Florida municipal corporation

\_\_\_\_\_  
(signature of witness #1)

By: \_\_\_\_\_  
Mayor Allen Green

\_\_\_\_\_  
(printed name of witness #1)

\_\_\_\_\_  
(signature of witness #2)

Attest: \_\_\_\_\_  
Kenneth W. Parker  
City Manager

\_\_\_\_\_  
(printed name of witness #2)

Date: \_\_\_\_\_