

## **ORDER**

### **AN ORDER AUTHORIZING THE PURCHASE OF CERTAIN REAL PROPERTY LOCATED AT 218 BARNES STREET BY THE CITY OF TUPELO**

**WHEREAS**, the governing authorities of the City of Tupelo are empowered to act with respect to the care, management and control of municipal affairs and its properties for which no provision has been made by general law and which is not inconsistent with existing law pursuant to Section 21-17-1, et seq. of the Mississippi Code Annotated (1972), as amended, including the authority to sell, convey or lease real property on such terms as it may elect that are consistent with statutory authority; and

**WHEREAS**, in compliance with the provision of Miss. Code Ann. § 43-37-3 (1972, as amended), governing the acquisition of real property using public funds, the City of Tupelo desires to purchase real property located at 218 Barnes Street from Earnest Fernandez (hereinafter "Subject Property") for the best negotiated price of Fifteen Thousand (\$15,000) Dollars as determined by a licensed real estate appraiser (Exhibit "A"); and

**WHEREAS**, the Subject Property to be purchased by the City of Tupelo is more particularly described as follows:

BLOCK C S1/2 LOT 4, SE ½ SECTION 30-9S-6E REA & TOPP AS PER DEED  
BOOK 1581 PAGE 630 MAP OR PLAT IS ON FILE AND OF RECORD IN THE OFFICE OF  
THE CHANCERY CLERK OF LEE COUNTY AT TUPELO, MISSISSIPPI, Parcel  
#089f3030900

**WHEREAS**, the Subject Property is currently in such a state of blight as to be detrimental to the health, safety and welfare of the citizens of the City of Tupelo; and

**WHEREAS**, the purchase of the Subject Property further serves the best interest of public health, safety and welfare by furthering the blight removal and redevelopment of this area.

**NOW, THEREFORE**, let it be ordered by the City Council of the City of Tupelo as follows:

1. The prefatory findings of this Order are hereby accepted, incorporated herein and found to be in accordance with the necessary and warranted exercise of the authority of the City of Tupelo to purchase necessary interests in real property for the purpose of blight removal and redevelopment.
2. The City Council authorizes the purchase of the Subject Property for not more than Fifteen Thousand (\$15,000) Dollars.
3. The Mayor of the City of Tupelo are hereby authorized by the City Council to enter into the purchase agreement attached hereto for the purchase of the Subject Property (*see* Exhibit "B"), subject to all terms favorable to the parties, and to execute all documents necessary to effectuate the purchase of the two properties. The contract and acceptance of deed will be ratified subsequent to closing.

4. This Order to purchase is made subject to the condition that Grantors possess good and marketable fee simple title to the Subject Property, free of any liens and encumbrances of any kind.

After a full discussion of this matter, Council Member \_\_\_\_\_ moved that the foregoing Order be adopted and said motion was seconded by Council Member \_\_\_\_\_ and upon the question being put to a vote, the results were as follows:

Councilmember Mims voted	_____
Councilmember Bryan voted	_____
Councilmember Beard voted	_____
Councilmember Davis voted	_____
Councilmember Palmer voted	_____
Councilmember Gason voted	_____
Councilmember Jones voted	_____

The motion having received the affirmative vote of a majority of the members present, the President declared the motion carried and the order adopted.

**WHEREUPON**, the foregoing Order was declared, passed and adopted at a regular meeting of the Council on this the 5<sup>TH</sup> day of November, 2024.

CITY OF TUPELO, MISSISSIPPI

By: \_\_\_\_\_  
NETTIE DAVIS, City Council President

ATTEST:

\_\_\_\_\_  
MISSY SHELTON, Clerk of the Council

APPROVED:

\_\_\_\_\_  
TODD JORDAN, Mayor

\_\_\_\_\_  
DATE

## CONTRACT OF PURCHASE

AGREEMENT entered into this the \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between **EARNEST FERNANDEZ** (hereinafter referred to as "SELLER"), and the **CITY OF TUPELO, MISSISSIPPI** (hereinafter referred to as "PURCHASER"), and in consideration of the mutual covenants contained herein, do hereby contract and agree as follows:

Purchaser desires to purchase from Seller, and Seller wishes to sell to Purchaser, all of Seller's right, title and interest in and to certain real property situated in the City of Tupelo, Lee County, Mississippi, upon the terms set forth herein. The real property is more particularly described as follows (the "Subject Property"):

BLOCK C S1/2 LOT 4, SE ¼ SECTION 30-9S-6E REA & TOPP AS PER DEED BOOK 1581, PAGE 630. MAP OR PLAT IS ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF LEE COUNTY AT TUPELO, MISSISSIPPI. PARCEL #089F3030900

1. PRICE. The purchase price of the Subject Property shall be Fifteen Thousand Dollars, (\$15,000.00) and shall be due and payable at closing:
2. CLOSING. Seller shall deliver to Purchaser at closing a Warranty Deed, conveying good and marketable fee simple title to the Subject Property, subject to any subdivision, zoning, and other regulations in effect in the City of Tupelo and Lee County, Mississippi, rights of way and easements for public roads, flowage, utilities and any mineral or mineral rights, including oil and gas, leased, granted or retained by current or prior owners, and any other restriction, reservation, encumbrance or related thing of which an accurate title search would reveal or which a survey or inspection of the property would reveal, and with taxes not delinquent; provided, however, that should delinquent taxes, liens, special assessments, or Deed of Trust be due, Seller hereby agrees to pay such amount with the proceeds from the closing.
3. CLOSING COSTS. Buyer is to pay for preparation of the warranty deed and to pay for any and all other closing costs, if any. Real property taxes for the current year, if any, shall be paid by the seller by pro rata share as of the date of closing. Grantor shall be responsible for all fees and costs related to the Grantor's efforts to acquire good and marketable fee simple title to the Subject Property; the Grantee may, in its sole discretion, assist in sharing of any such costs if deemed necessary and appropriate by the governing authorities of the City of Tupelo.
4. PROPERTY CONDITION. The Subject Property is sold in an "AS IS", "WHERE IS" condition "WITH ALL FAULTS" as of the closing. Purchaser acknowledges that neither Seller nor any of the employees, agents, or attorneys of Sellers have made any verbal or written representations or warranties whatsoever to Purchaser, whether express or implied, statutory, or by operation of law regarding the condition of the Subject Property or the title thereto. Likewise, the Seller acknowledges that neither Purchaser nor any of the employees, agents, or attorneys of Purchaser have made any verbal or written representations or warranties whatsoever to Seller, whether express or implied, statutory, or by operation of law concerning any matter or thing not expressly stated in this agreement.

5. CLOSING AND POSSESSION: Seller and Purchaser agree that time is of the essence and shall work together to reasonably set a time for closing not to exceed 60-days from the date of this agreement. Possession shall pass at Closing.
6. COMMISSION: Seller and Purchaser each represent and warrant that they are not represented by a broker and that no real estate commissions are due in the regard to the sale(s) contemplated in this agreement.
7. GOVERNING LAW: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi.
8. VENUE. In the event that either party brings any action concerning the terms of this agreement, the jurisdiction for such action shall vest in the state courts of Mississippi having jurisdiction over the City of Tupelo, Lee County, Mississippi.
9. DEFAULT. If the sale of the Real Property does not close as a result of default by either party hereunder, the non-defaulting party may seek specific performance and/or recover its damages, or may fully terminate this agreement without any future obligation.
10. SEVERABILITY. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.
11. ACCEPTANCE AND RATIFICATION. The terms of this agreement shall be subject to ratification and approval by the governing authorities of the City of Tupelo, Mississippi. The Deed to the Subject Property is subject to acceptance by the Buyer's governing authorities.
12. NOTICE. All notices concerning this Agreement shall be sent via United States Mail First Class, postage prepaid to the persons and addresses listed below.

**PURCHASER:**  
City of Tupelo, Mississippi  
Attn: Stephen N. Reed  
PO Box 1485  
Tupelo, MS 38802-1485

**SELLER:**  
Earnest Fernandez  
600 Hunter Ave, Apt. F  
Tupelo, MS 38804

13. AMENDMENT. Any amendments to this agreement shall be made in writing and signed by both the Buyer and Seller.
14. ENTIRE AGREEMENT: This writing contains the entire Agreement of the Parties and may not be amended except in writing, signed by both Seller and Purchaser.


[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the Parties hereto has signed this Agreement on the date shown below their respective signatures. This Agreement shall, for all purposes, be deemed to be fully executed on the latest of the dates of execution as shown below (the "Effective Date").

PURCHASER

SELLERS

\_\_\_\_\_  
TODD JORDAN, MAYOR  
CITY OF TUPELO, MISSISSIPPI

  
\_\_\_\_\_  
EARNEST FERNANDEZ  
600 HUNTER AVENUE, APT F

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE