

## AGREEMENT FOR THE TRANSFER OF REAL PROPERTY

This agreement entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between the City of Oxford (hereinafter "City" or "Transferee") and the Oxford Lafayette County Heritage Foundation, a Mississippi non-profit corporation (hereinafter "Foundation" or "Transferor"), for good and valuable consideration, including the mutual promises given herein, the receipt and sufficiency all of which is hereby acknowledged.

1. Purpose: The purpose of this agreement is to convey ownership of the Burns-Belfry Museum and Multicultural Center located at 710 Jackson Avenue, Oxford, MS 38655 (hereinafter "the Property") from the Seller to the Buyer. The Foundation wishes to ensure protection of the Property into the future by transfer of the Property to the City. The City agrees to accept the Property.
2. The undersigned Transferee agrees to accept and Transferor agrees to convey, according to the indicated terms and conditions the Property, more particularly described as follows:
  - a. SECTION 21: A parcel of land in the Southwest Quarter (SW ¼) of Section 21, Township 8 South, Range 3 West, being part of the City of Oxford, Lot Number 472 in the City of Oxford, Lafayette County, Mississippi, and being more particularly described as follows: Begin at an iron pipe on the south right of way line of Jackson Avenue, said iron pipe being locater N 79\_36'00" W at a distance of 279.91 feet from an iron pipe marking the northeast corner of City of Oxford Lot Number 460 and the intersection of the south right of way line of Jackson Avenue with the west right of way line of Ninth Street; run thence S 10\_52'55"W leaving said south right of way line, for a distance of 126.46 feet to a metal fence post at a fence corner; run thence N 79\_57'59" W along a fence line for a distance off 123.22 feet to a metal fence post at a fence corner; run thence N 1000\_04'41" E for a distance of 127.24 feet to an iron pipe on the south right of way line of Jackson Avenue; run thence S 79\_36'00" E along the south right of way line of Jackson for a distance of 125.00 feet to the point of beginning of the herein described parcel of land; said parcel contains 0.36 acre, more or less. See Original Oxford City Lt 472 Sect 21-T8S-R3W.
  - b. All right, title, interest, privileges, and easements in and to the above described land, including, but not limited to all mineral rights, roadways, parking areas, alleyways and other appurtenances not reserved to prior owners.
  - c. All fixtures and improvements located at and/or made to the Property and all building, structures; and
  - d. All existing contract, benefits, warrants, warranties and guarantees and protections of workmanship that can be shall be assigned to the City at closing.
3. Any un-featured personal property which is not considered an improvement to or at the Property (excluding appliances or the like) it is not considered part of the Property. Some or all of the historical artifacts associated with the Property may be conveyed to the City or its designated agent at future date.
4. Purchase Price: The Transferor understands and agrees that it has the right to be paid fair market value for the Property at its conveyance based on appraisal, and hereby waives these rights, and agrees to donate the Property to the City.
5. Title: Transferor agrees to furnish good marketable title free of all liens, easements, covenants, encumbrances and defects, except those specifically accepted by the City and to make conveyance by Warranty Deed. It is currently understood that the Property is designated as a Mississippi Landmark and there are at least two easements on the property made as part of

grants given to the City and Foundation, including those of the Mississippi Department of Archives and History and the National Park Service, as well as restrictions for preservation and maintenance related to grants and agreements with the U.S. Department of the Interior and the U.S. Department of Housing and Urban Development. Transferor represents and warrants that it knows of no agreement, contract, covenant, declaration, or restriction which could limit the City in its use of the Property for its intended purposes.

6. Possession: The Transferee shall be entitled to possession upon closing.
7. The Foundation shall furnish to the City of Oxford at or before closing:
  - a. The Deed prepared at the Foundation's expense;
  - b. A Certificate of Title addressed to the City, prepared at Foundation's expense;
  - c. Copies of all known grants which may affect the Property;
  - d. A standard form contractor's owner's affidavit holding the City harmless against any unpaid or unknown liens and other encumbrances;
  - e. A resolution or minutes of the Foundation showing its authority to enter and be bound by this agreement, and granting authority to transfer the Property pursuant to its terms;
  - f. Written documentation showing all current grants related to the Property have been properly closed; and
  - g. all other documents that may be necessary or reasonably requested by the City
8. Costs of Transfer, except where specifically mentioned in the Agreement, the Parties shall be responsible for and bear their own expenses related to the conveyance.
9. Conditions
  - a. The Property shall be managed by the City. The City may rely on recommendations and advice of the Historic Properties Commission (hereinafter "Commission"), per applicable provisions of the City's Code of Ordinance, as amended, or from such body or entity as may be appointed for such purpose by the City. The Foundation, in conjunction with the Oxford Development Association (hereinafter "ODA") may create a Burns-Belfry Advisory Board (hereinafter "Advisory Board") of citizens of the county and/or city which may serve in an advisory and consulting capacity to the Commission and/or other such body for management, maintenance, programming and use of the Property. This Advisory Board may secure volunteers to assist in the operation of the Property. Additionally, said Advisory Board may, at the discretion of the City by and through the Commission be allowed to have reasonable access to the Property, including the auxiliary building on the Property. However, all final decision-making authority, including as to management, maintenance, programming and use of the Property shall remain with the City.
  - b. It is acknowledged that a current City ordinance requires that the Advisory Board be able to have one representative appointed to the Commission.
  - c. The City, including through the Commission or such body or entity as appointed for such purpose by the City, will operate the Property as a tourism asset of the City, that has as its core collection as an African American display. The Property may also be managed and used for other public purposes, including, but not limited to, as a meeting place for non-profit groups that share a common goal of promoting and advancing the general health, education welfare and economic development of the community through charitable and civic means and for other tourism related purposes. The cost of using the Property for such groups will be determined by the City or such other City body or entity.
  - d. The City will make the Property available for other events as they deem appropriate and on a fee schedule they determine.

- e. City agrees that upon conveyance of the Property to it by the Foundation, the Foundation will not be responsible for maintaining the building, paying cost of utilities, providing insurance, nor any other general expenses including repairs and maintenance.
- f. The Foundation and ODA shall be permitted, at the discretion and subject to approval of the City, to make contributions of a financial nature or of personal property and/or artifacts for the maintenance, management or use of the Property.
- g. The City agrees to hold the Property for the purposes contemplated herein.
- h. If for any reason the City, at its sole discretion, is unable to accept transfer of the Property, the conveyance of the Property may be postponed until a time at which the City is able to accept the Property and in all other respects this Agreement will remain in effect as to the transfer. Alternatively, the City may, if necessary, chose to void the Agreement at any time prior to closing.
- i. All representations and agreements shall survive the closing and remain in full effect.

SO AGREED AND ENTERED into on the date shown above.

THE CITY OF OXFORD

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By George Patterson, Mayor

Oxford Lafayette County Heritage Foundation

\_\_\_\_\_  
By Richard B. Burnette, President

The Board took up for consideration a proposal for approval to enter the Agreement for the Transfer of Real Property relating to the transfer of the Burn Belfry Property to the City, and for conditional acceptance of the property, and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION AUTHORIZING APPROVAL TO ENTER THE AGREEMENT FOR  
THE TRANSFER OF REAL PROPERTY AND FOR CONDITIONAL ACCEPTANCE  
OF THE BURNS BELFRY PROPERTY TO THE CITY**

WHEREAS, the Oxford Lafayette County Heritage Foundation, a Mississippi not for profit corporation (“OLCHF”), owns certain property in the City located on Jackson Avenue, known as the Burns-Belfry Museum and Multicultural Center, more fully described in Exhibit “A,” which is designated a Mississippi Landmark (the “Property”); and

WHEREAS, the OLCHF would like to convey ownership of the Property to the City; and

WHEREAS, the City would like to accept the Property as a donation; and

WHEREAS, the City has inspected the Property and reviewed other pertinent information and has determined that the acquisition of the Property would not conflict with public policy or result in an economic detriment to the City; and

WHEREAS, the terms governing the transfer of the property to the City are contained in an Agreement for the Transfer of Real Property (the “Agreement”) attached hereto as Exhibit “A.”

THEREFORE, IT IS HEREBY RESOLVED BY the Mayor and Board of Aldermen of the City of Oxford, Mississippi, and the minutes of the meeting of the Board of Aldermen for the City of December 29, 2015, are hereby incorporated, as follows:

1. Having resolved that accepting donation of the Property, pursuant to the terms of the Agreement attached as Exhibit “A,” will not conflict with public policy or

result in an economic detriment to the City, the City authorizes the Mayor to enter the Agreement on behalf of the City.

- 2. The City further authorizes acceptance of the property by virtue of a Warranty Deed from OLCHF, contingent upon and pursuant to all the terms and conditions contained in the Agreement.

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

- Alderman Antonow \_\_\_\_\_
- Alderman Bailey \_\_\_\_\_
- Alderman Howell \_\_\_\_\_
- Alderman Hughes \_\_\_\_\_
- Alderman Morgan \_\_\_\_\_
- Alderman Tannehill \_\_\_\_\_
- Alderman Taylor \_\_\_\_\_

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi;

ON THIS, the 29<sup>th</sup> day of December, 2015.

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GEORGE G. PATTERSON, MAYOR

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LISA CARWYLE, CITY CLERK