

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK ON BEHALF OF THE CITY OF CAMDENTON TO EXECUTE A CONTRACT FOR SALE OR PURCHASE OF REAL ESTATE TO PURCHASE PROPERTY FROM EARL RAY BLADES TRUSTEE, COMMONLY KNOWN AS 193 FORBES ROAD, IN CAMDEN COUNTY, MISSOURI, AS DESCRIBED IN EXHIBIT A

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CAMDENTON, MISSOURI, AS FOLLOWS:

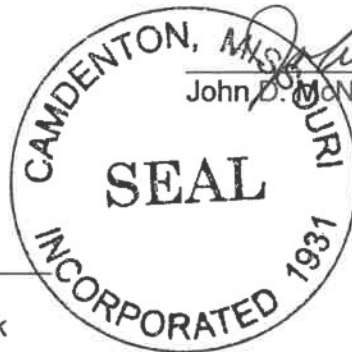
Section 1. That the Mayor and City Clerk is hereby authorized to execute a Contact for Purchase of Real Estate between the City of Camdenton and Earl Ray Blades, Trustee for property described in Exhibit A consisting of approximately 3 acres commonly known as 193 Forbes Road in Camden County, Missouri. The contract is attached hereto and made a part of this Ordinance identified as Exhibit A.

Section 2. This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Section 3. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

Read the first time this 1 day of August 2023.

Read the second time and passed and approved this 1 day of August 2023.



John D. McNabb
John D. McNabb, Mayor

ATTEST:

Renée Kingston
Renée Kingston, MMC/MPCC
Assistant City Administrator/City Clerk

I, Renée Kingston, Assistant City Administrator/City Clerk of the City of Camdenton, Missouri, do hereby certify this to be a true and correct copy of Ordinance 2962-23, duly passed and approved by the Camdenton Board of Aldermen at their Regular Session the 1 day of August 2023.

Renée Kingston
Renée Kingston, MMC/MPCC
Assistant City Administrator/City Clerk

Dated: August 2, 2023

**CONTRACT FOR SALE
AND PURCHASE OF REAL ESTATE**

This Agreement is made and entered into the date as signed by the parties hereto, by and between EARL RAY BLADES, at TRUSTEE of THE EARL BLADES LIVING TRUST, U/A dated May 4, 2017, Grantee, Grantee's Successors and Assigns, of the County of Camden, State of Missouri, hereinafter referred to as "Seller", and the City of Camdenton, Missouri, a Municipal Corporation, hereinafter referred to as "Purchaser".

WITNESSETH:

1. **LEGAL DESCRIPTION AND TERMS:** Seller hereby covenants and agrees to sell and Purchaser does hereby covenant and agree to purchase that real estate and an avigation easement, to-wit:

Property Acquired by Purchaser

Seller shall convey to Purchaser fee title ownership as to that property described in **Exhibit A** attached hereto and incorporated herein for the total sum of Two Hundred Ninety Thousand (\$290,000.00) dollars. One thousand dollars shall be paid by Purchaser upon execution of this contract, to be held in escrow by the title company and paid to seller upon final closing. The remainder shall be paid by Purchaser to Seller at the time of closing.

2. **COMMITMENT AND TITLE INSURANCE:** Following execution of this contract and within twenty (20) days from its execution if possible, Purchaser shall obtain a Commitment for Title Insurance showing Seller capable of conveying marketable title to the real estate subject to this Contract to Purchaser. The Commitment for Title Insurance shall be at the expense of Purchaser. Following receipt of the Commitment for Title Insurance, Purchaser shall within ten (10) days, raise any objection to any defects shown in the title commitment of failure to provide "marketable title" as defined herein. Seller shall have thirty (30) days from the receipt of notice of any such defects to correct the same and the closing date shall be extended if necessary for Seller to correct such defects. In the event such defects cannot be corrected within said time and the parties do not agree to an extension of time to correct the said defects, said extension to be in writing, then this contract shall be void and the money paid by

Purchaser herewith shall be returned to Purchaser.

Following the closing of this real estate transaction an Owner's Policy of Title Insurance may be issued to Purchaser at the expense of Purchaser.

3. MARKETABLE TITLE: It is also understood and agreed that the title herein required to be furnished with reference to the real estate subject to this Contract is marketable title as set forth in Title Standard IV of the Missouri Bar. It is also agreed that any encumbrance or defect in the title which is within the scope of any of the Title Standards of the Missouri Bar shall not constitute a valid objection on the part of the Purchaser provided Seller furnish the affidavits or other title papers, if any, described in the applicable standard.

4. INSTRUMENTS: The real estate subject to this Contract shall be conveyed by Seller to Purchaser by means of a General Warranty Deed in a form generally acceptable for purposes of conveying real estate in the State of Missouri.

5. TAXES: At the closing, real estate and property taxes for the then current year shall be prorated and paid by the parties respectively based on the length of time owned for the then current tax year by each party.

6. CLOSING DATE: This transaction shall be closed on a date as agreed by the parties. The parties shall attempt to close the transaction no later than August 15, 2023 but said date may be extended as necessary. Closing may occur sooner if possible.

7. CLOSING COSTS: Purchaser shall pay costs of closing, including title commitment, appraisal fees, document preparation, surveying, settlement fees, title insurance and other costs elected by purchaser.

8. ASSIGNABILITY: This Contract shall not be assignable in whole or in part by the parties hereto.

9. CONDITION OF THE PREMISES: Purchaser agree to take the property in an "as is" condition with the following exceptions:

a. Sellers warrant that no recent work has been performed on the property or premises by any person or entity which would result in any type of future lien on the property.

b. Sellers warrant that they have no knowledge of any release of, discharge of, or any existence of any “hazardous substance”, as defined in Section 101(14) of CERCLA, or any release of any substance, material or waste considered hazardous, dangerous or toxic under state or local laws or regulations.

10. **FENCE AND USE OF PROPERTY.** Purchaser may erect fences along the property in accordance with the new property lines created.

11. **NO OTHER AGREEMENTS:** Purchaser further acknowledge that they have thoroughly examined the property to be conveyed and they rely solely on their own judgment in making this agreement to purchase and that there are no understandings, agreements or representations that are not set forth herein or incorporated herein.

IN WITNESS WHEREOF, said parties have hereunto set their respective hands:

SELLER


EARL RAY BLADES, TRUSTEE

Date: 25 July 2023

City of Camdenton, Missouri, Purchaser


By: John D. McNabb, Mayor

Date: Aug 1, 2023

Attest:


Renee Kingston, City Clerk

Exhibit "A"

That part of the South half of the Southeast Quarter of Section 4, Township 37 North, Range 16 West, Camden County, Missouri, described as follows: From the Northeast corner of the Southwest Quarter of the Southeast Quarter, run North 89 degrees 26 minutes West along the North line of the Southwest Quarter of the Southeast Quarter 209.2 feet for the place of beginning; thence continue North 89 degrees 26 minutes West along said North line, 380.8 feet; thence South 0 degrees 19 minutes East 377.3 feet to the centerline of a road; thence along centerline, South 71 degrees 44 minutes East 363.2 feet; thence South 78 degrees 19 minutes East 293.6 feet; thence leaving the road centerline, North 0 degrees 19 minutes West 35.7 feet; thence North 26 degrees 18 minutes West 570.6 feet to the place of beginning.

Above property is also known as -part of Lots 3, 5, 6, 7 and all of Lot 4 of "COUNTRY CLUB ESTATES", a subdivision in Camden County, Missouri, according to the plat thereof on file and of record in Plat Book 16, Page 48 Recorder's Office of Camden County, Missouri.

EXCEPT: That part of the South half of the Southeast Quarter of Section 4, Township 37 North, Range 16 West, Camden County, Missouri, described as follows: From the Northeast corner of the Southwest Quarter of the Southeast Quarter of said Section 4, run along the North line of the Southwest Quarter of the Southeast Quarter, North 89 degrees 26 minutes West 209.20 feet for the point of beginning; thence continue along the North line of the Southwest Quarter of the Southeast Quarter, North 89 degrees 26 minutes West 168.15 feet; thence leaving the North line of the Southwest Quarter of the Southeast Quarter, South 26 degrees 18 minutes East 572.89 feet to a point on the centerline of a 70.00 foot wide county road; thence along centerline of road, South 78 degrees 19 minutes East 170.48 feet; thence leaving the centerline of road, North 0 degrees 19 minutes West 35.70 feet; thence North 26 degrees 18 minutes West 570.60 feet to the point of beginning.

Commonly Known as:

193 Forbes Road
Camdenton, Missouri

County Pin Number: 19-2.0-04.0-000.0-000-028.000