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Denise Massie  
Recorder of Deeds

CITY OF MT VERNON

## RECORDER OF DEEDS CERTIFICATE

### EXEMPT DOCUMENT

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**AN ORDINANCE AUTHORIZING EXECUTION OF ALL DOCUMENTS TO PURCHASE LAND**

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF MOUNT VERNON AS FOLLOWS:

SECTION ONE: That the City of Mount Vernon, Missouri, is a Municipal Corporation and is authorized to purchase real estate.

SECTION TWO: That the agreement attached hereto as Exhibit "A" and incorporated herein by reference is approved as a contractual obligation of the City of Mount Vernon, Missouri.


SECTION THREE: That the Mayor of the City of Mount Vernon, Jason Haymes, is hereby authorized to sign all documents necessary to execute and close the transaction to complete the purchase of the property as described in Exhibit "A", and that the same be duly attested by the City Clerk.

SECTION FOUR: That the City of Mount Vernon is authorized to issue a check in the amount of \$590,000.00 to the Seller as listed in Exhibit "A" to complete the purchase of the property as described in Exhibit "A".

SECTION FIVE: That this ordinance is declared to be in the best interests of the health and welfare of the citizens of Mount Vernon, Missouri, and shall become effective and in full force and effect from and after the date of its passage and approval.

Read two times, by title only, a copy of the proposed ordinance has been made available for public inspection prior to its consideration by the Board of Aldermen of the City of Mount Vernon, Missouri, and passed and approved on its second and final reading, by title only, by a majority of the members elected to the Board of Aldermen of the City of Mount Vernon, Missouri, on this the 13th day of June 2023, the ayes and nays having been entered upon the journal of the minutes of said meeting by the Mount Vernon City Clerk.

ATTEST:

  
Melissa Aduddle, City Clerk

  
Jason Haymes, Mayor



LAND PURCHASE AGREEMENT

THIS AGREEMENT ("the Agreement") is made and entered into by and between SIDNEY HEETER ("Seller") and the City of Mount Vernon, a city of the 4<sup>th</sup> class in the State of Missouri ("Buyer").

WITNESSETH

WHEREAS, Seller, is a single person and is the sole owner of a parcel of real estate located at 520 North Spring Park Blvd., Mount Vernon, Missouri, ("Parcel of Land"), which legal description is as follows:

All of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of Section 25, Township 28, Range 27, Lawrence County, Missouri, lying West of Highway 39 right of way, except a part thereof described as follows: Beginning at the Northwest corner of the Northwest Quarter of the Northeast Quarter of Section 25, thence East 299.76 feet along the North line of said quarter-quarter, thence South 1743.48 feet parallel to the West line of said quarter-quarter to the point of beginning, thence South 5 degrees 06 minutes 59 seconds West 262.40 feet, thence north 88 degrees 22 minutes 06 seconds East 207.57 feet to the West right of way line of Missouri Route 39, thence North 4 degrees 30 minutes 00 seconds East 258.62 feet along said right of way line, thence South 89 degrees 20 minutes 00 seconds West 204.39 feet to the point of beginning.

AND WHEREAS, Seller, submits to Buyer that the Parcel of Land is free from encumbrances, liens, and environmental hazards, including the portion of the land the sign sits upon;

AND WHEREAS, the Seller asserts any "right of first refusal" associated with the Parcel of Land has expired;

AND WHEREAS, the Seller asserts the lease granting access and rights to the sign has terminated;

AND WHEREAS, the Seller asserts the sign as erected pursuant to the lease terms is at the time of the signing of the Agreement physically located on the property of the Seller and the Lessee has failed to remove it;

AND WHEREAS, the Seller asserts the right to ingress and egress along the east side of the property to maintain the sign is terminated;

AND WHEREAS, Buyer has the authority to purchase said above mentioned Parcel of Land in accordance with Section 99.933 RSMo., other applicable Missouri Law, and by vote of the City of Mount Vernon's Board of Alderman.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller the Parcel of Land and Seller agrees to sell to Buyer the Parcel of Land as herein described.

2. Seller and Buyer agree the purchase price shall be Five Hundred Ninety Thousand Dollars (\$590,000.00) ("Purchase Price").
3. Buyer shall pay Seller the full Purchase Price of \$590,000.00 at the time of Closing.
4. Seller agrees to pay all closing cost and fees.
5. Seller agrees to release all rights to the Parcel of Land and provide good title to Buyer on or after May 15, 2023, at the soonest available time for Closing, but not later than thirty days (30) from the signing of the Agreement.
6. Seller agrees if any issues arise with providing good title to the Parcel of Land, Seller shall bear the cost of providing good title and the cost of any delay.
7. Seller and Buyer agree this Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Missouri and it is agreed that all claims related to or arising out of said Agreement shall be exclusively brought in the County of Lawrence, State of Missouri.
8. Seller and Buyer agree they have been given full opportunity to review and negotiate this Agreement and to consult with counsel of their choice. In the event suit is brought by Buyer or Seller to enforce any provision of this Agreement, the prevailing party shall be entitled to reimbursement for all reasonable costs and attorney's fees incurred.
9. This Agreement constitutes the entire agreement between the parties with respect the purchase of the Parcel of Land and supersedes all other prior agreements or understandings, both written and oral, between the parties with respect to the purchase of the Parcel of Land.

SIGNED this 18 day of May, 2023, in the City of Mount Vernon, County of Lawrence, State of Missouri.

Jason Haymes  
JASON HAYMES  
Mayor of the City of Mount Vernon

SIGNED this 27 day of April, 2023, in the City of Jefferson, County of Cole, State of Missouri.

Sidney Heeter  
SIDNEY HEETER  
1314 Rosevalley Dr.,  
Jefferson City Missouri 65101  
Sole Owner of the Parcel of Land