

ORDINANCE GIVING APPROVAL TO MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE A CONTRACT FOR THE PURCHASE OF PROPERTY FROM GEORGE AND RACHELLE BEASLEY, HUSBAND AND WIFE, FOR PROPERTY LOCATED AT N HWY 17, WAYNESVILLE, MISSOURI; FIXING AN EFFECTIVE DATE

WHEREAS, George and Rachelle Beasley, husband and wife, are the owners of property located on North Highway 17, specifically 803 Highway 17, Waynesville, Missouri; And

WHEREAS, George and Rachelle Beasley, husband and wife, is desirous of selling said property; And

WHEREAS, the City of Waynesville wishes to acquire said property from George and Rachelle Beasley, husband and wife, in order to expand City's Park System.

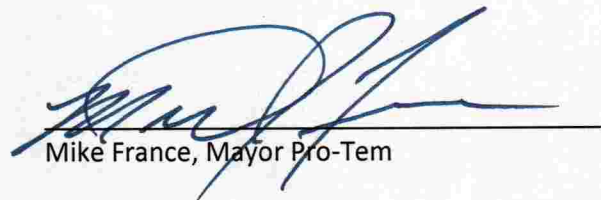
NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WAYNESVILLE, MISSOURI AS FOLLOWS:

Section 1. The Mayor and/or City Administrator is authorized to execute an Agreement on behalf of the City of Waynesville in order to purchase said property. The City Administrator is also authorized to execute this Contract and other documents necessary to complete the transaction in the absence or unavailability of the Mayor.

Section 2. All officials and employees of the City are authorized and directed to take all reasonable steps which are required or helpful to cause the City to comply with the terms of the said Contract.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

PASSED BY THE CITY COUNCIL ON THIS 27th DAY OF FEBRUARY, 2020.


Mike France, Mayor Pro-Tem

ATTEST:



Michele Brown, City Clerk



CONTRACT OF SALE OF REAL ESTATE

THIS AGREEMENT, Made and Entered into this 26 day of February, 2020 by and between **George E. Beasley and Rachelle K. Beasley, husband and wife**, hereinafter referred to as Sellers, and **The City of Waynesville, Missouri**, hereinafter referred to as Buyers;

Witnesseth:

For and in consideration of the sale price herein set forth, the Sellers hereby sell to Buyers and Buyers hereby purchase from Sellers on the terms and conditions herein set forth, the following described real estate in Pulaski County, Missouri, to-wit:

All that part of Lot 5 in Block 2 of Bailey's Second Addition, now a part of the City of Waynesville, Pulaski County, Missouri, per the plat thereof filed in the Recorder's Office of Pulaski County, Missouri, described as follows: Beginning at the Northeast (or Easternmost) corner of said Lot 5 (which corner is the common corner of Lots 4 and 5 in said Block 2 on State Highway #17); thence in a Southwesterly direction 8 feet along the Easterly line of said Lot 5 to the true point of beginning of the tract herein described; thence in a Westerly direction 150 feet parallel with the common line of said Lots 4 and 5 to the Westerly line of said Lot 5; thence in a Southwesterly direction 40 feet along the Westerly line of said Lot 5; thence in an Easterly direction 150 feet parallel with the common line of said Lots 4 and 5 to the Easterly line of said Lot 5; thence in a Northeasterly direction 40 feet along the Easterly line of said Lot 5 to the true point of beginning of the tract herein described. Subject to easements, restrictions and reservations of record.

TERMS AND CONDITIONS:

1. The total sale price shall be the sum of \$5000.00 payable as follows: the balance of \$5000.00 shall be paid at time of closing of this transaction.
2. At the time of closing, Buyer shall pay all costs of this transaction, including the contract preparation, title insurance, commitment and examination, deed preparation, closing fee, CPL fee, recording fees.
3. Buyer may make arrangements to conduct inspections of the property upon 24 hours notice to the Sellers.
4. This transaction includes the following items (which will be left on the premises when Sellers surrender possession thereof to Buyers): any personal property in the building, but Sellers do not warrant that any of it is in operating order.
5. The Property is being sold in "AS IS" Condition and the purchase price reflects this.
6. Buyer shall have the right to have the said premises inspected by an engineer of their choice and at cost of Buyers. For this purpose the Sellers shall make the said premises available for inspection at all reasonable times. A copy of the inspection report provided by this engineer shall be furnished to Sellers promptly after it is made available.

7. Sellers represent to Buyer that Sellers are not aware of any environmental contaminants or hazardous substances existing on the said real estate which might endanger personal health or which the Buyer may be legally required, under existing laws or regulations, to remediate or remove.

8. The "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" which is attached hereto is made a part of this agreement by reference as fully as if set forth herein.

9. Possession of the said premises shall be given to Buyers as of closing. At the time possession of the said premises is given to Buyers the premises shall be in as good condition as they are in at the date of execution of this agreement.

10. Real estate property taxes for the year in which this transaction is closed shall be paid by the Buyer.

11. Upon the closing of this transaction the Sellers shall convey the said premises to Buyers by general warranty deed, free and clear of all liens and encumbrances.

12. All risk of loss to the said premises shall be on Sellers until the closing of this transaction, whereupon all risk of loss thereto shall be on Buyers. If the said premises are damaged or destroyed prior to closing of this transaction then Sellers shall promptly repair and restore the same, or Sellers may elect to terminate this agreement by giving written notice thereof to Buyers, and by returning to Buyers all amounts theretofore paid by Buyers to Sellers toward the sale price herefor, and all parties shall thereafter be relieved of further obligations hereunder.

13. Buyer may obtain a commitment for owner's and lender's title insurance policy (in the amount of the said sale price), naming Buyers as the proposed insured for the owner's policy and naming Buyers' lender as the proposed insured for the lender's policy. This commitment shall show Sellers to be the fee owners of the said real estate, subject to the standard exceptions for property taxes not yet due and payable and for survey matters and for liens not of record and for rights of persons in possession, and for any easements and restrictive covenants of record. Buyers shall notify Sellers in writing of any deficiencies in the title as shown by the said title insurance commitment within 15 days after the date the same is made available to Buyers and any deficiencies not so noted shall be deemed waived. Sellers shall promptly correct any deficiencies which are so noted. It is understood and agreed that the title required to be furnished is marketable title as set forth in Title Standard 4 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 Buyers, provided the Sellers furnish the affidavits, or other title papers, if any, described in the applicable Standard. Sellers shall not be responsible for payment of the cost for the final owner's or lender's title insurance policies.

14. Notwithstanding the provisions of the preceding paragraph, the Sellers may, at their option, defer correcting any liens or encumbrances shown as a title defect until the time of closing of this transaction if that lien or encumbrance can be corrected by payment of funds available from the sale price. If Sellers have not corrected any such lien or encumbrance prior to the time of closing of this transaction then Sellers shall be considered to have automatically authorized the payment, out

of the sale price, of the amount required to satisfy any such lien or encumbrance.

15. If all contingencies provided herein have been met, this transaction shall be closed on or before ~~March~~ April 15, 2020. If this transaction is not closed by ~~March~~ April 15, 2020 (other than because of default on the part of either of the parties hereto) then either party may, by giving at least five days' written notice to the other party, terminate this agreement and in that event all parties shall be relieved of further obligations hereunder.

16. If this transaction is not closed by ~~March~~ April 15, 2020 because of default on the part of either of the parties then the other party may either terminate this agreement, by giving at least ten days written notice to the other party (in which event all parties shall be relieved of further obligations hereunder), or take such action as is authorized by law for breach of contract.

17. Except to the extent specifically provided in this agreement, the Buyers acknowledge that they are accepting the premises (and all improvements and other structures located thereon) in their present condition and without relying upon any representation made by Sellers or by anyone on behalf of Sellers concerning the condition and habitability of the said premises. Without limiting the generality of the preceding sentence, the Buyers specifically releases Sellers from any liability arising from any duty on the part of the Sellers to disclose any aspect or feature of the condition of the premises and any improvements and structures located therein.


18. Any notices to be given to the parties hereto shall be in writing and shall be considered given one business day after the date that the said notice is deposited in the U.S. Mail, postage prepaid, registered or certified with return receipt requested, and addressed to the party entitled to receive the notice as follows:

For Sellers: Rachelle Beasley, 806 Highway 17, Waynesville, MO 65583
For Buyers: Waynesville City Clerk, _____

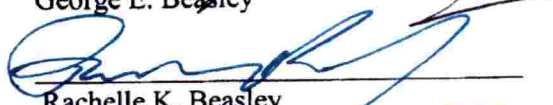
19. This agreement shall be binding upon and shall be for the benefit of the parties hereto, their heirs, administrators, executors, successors and assigns; provided, however, that Buyers may not assign or encumber their rights hereunder in whole or in part without written consent of Sellers.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year above written.


City of Waynesville, Missouri



George E. Beasley



Rachelle K. Beasley
"SELLERS"



"BUYERS"