

**AGENDA ITEM**  
August 20, 2019

Subject: Marmaduke Property

Department: Administration

It was recently discovered a portion of Marmaduke Park is not legally titled in the City's Name. The attached agreement will adjust the boundary lines of Marmaduke Park.

BILL NO. 2019-034

ORDINANCE NO. 8281

**A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, APPROVING ACQUISITION OF PROPERTY ADJACENT TO MARMADUKE PARK.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI THAT:**

**Section 1.** The contract attached hereto as exhibit A is approved as an obligation of the City of Nevada, MO.

**Section 2.** The City Manager and City Clerk are authorized and directed to execute the same.

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

**PASSED, APPROVED and ADOPTED** by the City Council of the City of Nevada, Missouri, this 3rd day of September, 2019.

(SEAL)

\_\_\_\_\_  
George Knox, Mayor

Attest:

\_\_\_\_\_  
Johnna Williams, Deputy City Clerk

## **REAL ESTATE SALES AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2019, by and between the City of Nevada, Missouri, hereafter called “BUYER” and Daniel E. Barnes, as Trustee of the Daniel E. Barnes, Revocable Trust dated February 3, 2017, of Vernon County, Missouri, whose mailing address is, hereafter called “SELLER”,

### **WITNESSETH:**

1. Subject to confirmation and approval of the City Council of Nevada, Missouri, SELLER agrees to sell and BUYER agrees to buy a portion of Seller’s unimproved property which was acquired by SELLER’S Trust by Deed dated February 3, 2017, recorded at Book 2017, Page 197 as instrument #2017R00198, in the Office of the Recorder of Deeds of Vernon County, Missouri which is attached as Exhibit A and incorporated herein by reference. The legal description of the tract purchased is to be perfected by Surveyor prepared legal description (at the cost of the City) and will be the tract depicted on the drawing attached as Exhibit B, in which the land lying south of the orange line is the tract buyer is to acquire.

2. The purchase price is \$4,995.00 to be paid with good funds on closing.

3. SELLER will provide a title search reflecting the tract as marketable in fact from Bowman’s Vernon County Title. Title insurance, at buyer’s cost, based on the search will be provided at closing insuring title as marketable in fact.

4. Taxes for the year of sale will be prorated to closing. Taxes for prior years have been or will be paid by the SELLER.

5. Conveyance will be by General Warranty Deed delivered at closing. The deed will be in the form attached hereto and incorporated herein by reference, which will be deposited with the closing agent (Bowman’s Vernon County Title Company) to await closing.

6. Closing will be scheduled at the earliest convenience of the parties and is tentatively scheduled for (as soon as approvals are in place and Bowman Title can Schedule) depending upon availability of the title company,

7. Costs for the Title insurance, closing cost and recording fees will be paid by BUYER. Any costs for curative documents or acquiring the same will be paid by SELLER.

8. This agreement is subject to approval of the City of Nevada Council. Approval will require two readings of an ordinance. If the approval is not in place within 40 days of the date of the agreement the agreement will be of no force and effect.

**IN WITNESS WHEREOF**, the parties have executed this agreement effective the date and year first above written.

**SELLER:**

Daniel E. Barnes, Revocable Living Trust

\_\_\_\_\_  
Daniel E. Barnes, Trustee

**BUYER:**

City of Nevada, Missouri

By: \_\_\_\_\_  
J. D. Kehrman, City Manager

(SEAL)

ATTEST:

\_\_\_\_\_  
Johnna Williams, Deputy City Clerk