

BILL NO. 2021-006

ORDINANCE NO.

A SPECIAL ORDINANCE OF THE CITY OF NEVADA MISSOURI APPROVING AN AGREEMENT ADDRESSING TRANSFER OF TITLE TO REAL ESTATE IN THE CENTRAL BUSINESS DISTRICT TO THE CITY OF NEVADA, MISSOURI.

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, Missouri.

Section 2. The City Manager is authorized and directed to execute the same in behalf of the City of Nevada, Missouri, and the City Clerk is authorized to attest the same and to affix the city seal.

Section 3. The City Manager is authorized and directed to close the sale with assistance of Bowman Title Company and to pay the customary and agreed closing costs and fees. The City Manager and City Clerk are authorized and directed to execute and attest the closing documents.

PASSED, APPROVED and ADOPTED by the City Council of the City of Nevada, Missouri, this _____ day of February 2021.

CITY OF NEVADA, MISSOURI

(SEAL)

By: _____
George Knox, Mayor

Attest:

Michele Bailey, City Clerk

CERTIFICATION

I, the undersigned Clerk of the City of Nevada, Missouri, hereby certify that the above and foregoing Ordinance is a true and correct copy of the Ordinance adopted by the City Council of the City of Nevada, Missouri, as the same appears of record in my office and that the same has not been amended or repealed as of the ____ day of February 2021.

(SEAL)

Michele Bailey, City Clerk

AGREEMENT
Central Business District Collapsed Structure

This agreement is made and entered into to be effective on the date all parties have signed and the contract has been approved by special ordinance of the City Council of the City of Nevada, Missouri, by between the City of Nevada, Missouri, hereafter called City, and Roy Taylor, of Vernon County, Missouri, hereafter called Owner,

Witnesseth,

That Whereas, Owner's uninsured buildings, hereafter described, at 104 North Cedar, Nevada, Missouri, deteriorated, were condemned by the City, and thereafter partially collapsed, and a standing structural of three stories constituted a danger to the public and rendered essential use of the adjacent thorough fares of the city temporarily unusable and became a public nuisance, and

Whereas, the City has properly exercised its emergency authority to arrange for the wrecking to the ground of the dangerous still-standing three-story portions of the structures;

And Whereas, the parties wish to provide for the cleanup of the debris and settlement of potential claims, between the parties, to the end that the costs, delays and uncertainties of litigation might be avoided,

Now Therefore, it is mutually agreed that:

1. Owner agrees to convey to the City the following described property in Vernon County, Missouri, constituting all real estate at this location in which owner has any right, title or interest:

Tract 1: The South Half (S1/2) of the North Half (N1/2) of the West Half (W1/2) of Lot One (1) in Block Four (4), of the Original Town of Nevada, Missouri. Subject to any part lying in the public road, and subject to any easements, reservations and restrictions affecting subject property.

AND

Tract 2: All the South 60 feet of the West 20 feet of the East Half (E 1/2) of Lot One (1) in Block Four (4) of the Original Town (now City) of Nevada, Missouri.

AND

Tract 3: All of the South Half of the West Half of Lot One (1) in Block four (4) of the Original Town (now City) of Nevada, Missouri

Subject to taxes assessed for 2021 (the city will impose immunity under Article X, Section 6 of the Missouri Constitution – See *Smith v. Pleasant View Reorganized School*, 375 S.W., 2d 84 [Mo. Banc 1964]).

The property is subject to the document regarding the use and enjoyment of walls dated August 28, 1883 recorded at book 28, page 343 in the office of the recorder for Vernon County, Missouri.

The property is subject to easements of record and the ordinances of The City of Nevada, Missouri.

2. This conveyance is consideration provided by owner for the release of all claims of the city that exist or might exist which city could assert against owner arising out of expenses incurred by the City by reason of demolition, debris removal, and site clean-up associated with the property herein conveyed. The property conveyed is agreed to have a post clean-up fair market value of at least \$38,000 verified by an appraisal of a certified General Appraiser independently acquired by the City. Claims the City might exert against owner for reimbursement of costs incurred in demolition, debris removal and site clean-up are released to the end that the City might have the option of developing this significant location into a site beneficial to use by the public and a credit to the community. Obligation of owner as to claims of or to third parties, if any, as the same may or may not exist, are not impacted, altered, assumed, or otherwise addressed by this agreement.

3. The City has acquired a title search from Bowman Abstract and Title Company of Nevada, MO and is satisfied that marketable title is available for conveyance to the City subject only to the exceptions and cautionary remarks reflected on Exhibit B to the title search obtained in behalf of the City, a copy of which is attached hereto and incorporated herein by reference. Owner will refrain from any omission that hereafter might render title conveyed unmarketable.

4. The parties are advised taxes for 2020 and prior years are paid. Although Taxes for 2021 against the property have been assessed, the City will claim immunity to any measure by which collection could be coerced under Article X, Section 6, of the Missouri Constitution. See **Smith v. Pleasant View Reorganized School**, 375 S.W. 2d 84 (Mo banc, 1964). Grantor does not warrant payment of the 2021 taxes assessed.

5. Conveyance will be by Warranty Deed executed and delivered at closing. There are no brokerage fees associated with this transaction.

6. Closing will be held as scheduled by Bowman's Vernon County Title. The parties anticipate closing will be held on or before February ____, 2021, at ____ o'clock ____m., or at an alternate date if required by the closing agent by reason of conflict.

7. Recording costs, the costs for the title search, the cost for owner's title insurance, and the cost for closing fees will be paid by the City. The City attorney has provided the contract necessary ordinance and warranty deed to facilitate closing at city cost.

8. This agreement is not subject to any contingencies or other conditions, reservations or exceptions except as stated herein.

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

OWNER:

Roy E. Taylor, Owner

CITY:

City of Nevada, MO

By: _____
Mark Mitchell, City Manager

GENERAL WARRANTY DEED

This deed is made and entered into this ____ day of February, 2021, by and between Roy E. Taylor, a widower by the death of his wife, Joy A. Taylor, from whom he was never divorced, not having since his death remarried, "**Grantor**" and The City of Nevada, Missouri, "**Grantee**",

CONVEYANCE:

WITNESSETH, that the said Grantor, in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, to him paid by the said Grantee, the receipt and adequacy of which is hereby acknowledged, does by the presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said Grantee, and unto its successors and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Vernon and State of Missouri, to-wit:

LEGAL DESCRIPTION:

Tract 1: The South Half (S1/2) of the North Half (N1/2) of the West Half (W1/2) of Lot One (1) in Block Four (4), of the Original Town of Nevada, Missouri. Subject to any part lying in the public road, and subject to any easements, reservations and restrictions affecting subject property.

AND

Tract 2: All the South 60 feet of the West 20 feet of the East Half (E 1/2) of Lot One (1) in Block Four (4) of the Original Town (now City) of Nevada, Missouri.

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Tract 3: All of the South Half of the West Half of Lot One (1) in Block four (4) of the Original Town (now City) of Nevada, Missouri

Subject to taxes assessed for 2021 (the city will impose immunity under Article X, Section 6 of the Missouri Constitution – See Smith v. Pleasant View Reorganized School, 375 S.W., 2d 84 [Mo. Banc 1964]).

The property is subject to the document regarding the use and enjoyment of walls dated August 28, 1883 recorded at book 28, page 343 in the office of the recorder for Vernon County, Missouri.

The property is subject to easements of record and the ordinances of The City of Nevada, Missouri.

TO HAVE AND TO HOLD, the premises aforesaid, with all singular, the rights, privileges, appurtenances and immunities thereto belonging, or in any wise appertaining, unto the said GRANTEE, and unto its successors and assigns forever; the said GRANTOR hereby covenanting that he is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that he has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by them, or those under whom he claims; and that he will warrant and defend the title to the said premises unto the said GRANTEE, and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever, taxes are paid by Grantor through and including 2020.

IN WITNESS WHEREOF, the said GRANTOR has hereunto set his hand the day and year first above written.

Roy E. Taylor, a single person

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss.
COUNTY OF VERNON)

Now, on this ___ day of February, 2021, before me personally appeared Roy E. Taylor, a widower by the death of his wife, Joy A. Taylor, not having since her death remarried, known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as is free act and deed. And the said Roy E. Taylor further declared

himself to be a single person.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Vernon County, Missouri, the day and year first above written.

(SEAL)

Notary Public, State of Missouri