

Bill No. 2021-22

ORDINANCE NO. 4075

AN ORDINANCE APPROVING AN AGREEMENT AUTHORIZING THE CITY OF CLINTON (CITY) TO PURCHASE PROPERTY OWNED BY EDWARD H. SCHMIDLI AND KATHRYN D. SCHMIDLI.

WHEREAS, Edward Schmidli and Kathryn Schmidli are owners of real estate in Clinton, Henry County, Missouri; and

WHEREAS, Major Martha Friedmeyer (Ret.) generously donated funds to Clinton Friends of the Parks for the purpose of purchasing the Schmidli property; and

WHEREAS, Clinton Friends of the Parks has transferred said funds to the City of Clinton; and

WHEREAS, the City of Clinton Parks & Recreation Department intends to develop the property, adjacent to city-owned Antioch Hills Park, for hiking trails and wildlife areas;

NOW, THEREFORE BE IT HEREBY ORDAINED by the City Council of Clinton, Missouri as follows:

1. The attached Real Estate Contract is hereby approved.
2. The Mayor and City Administrator are authorized to execute all documents related to the transaction on behalf of the City of Clinton.
3. This ordinance shall become effective immediately upon its passage and approval as provided by law.

Read the first time this 19th day of October, 2021.

Read a second time and passed this 19th day of October, 2021.



Greg Lowe, Presiding Officer

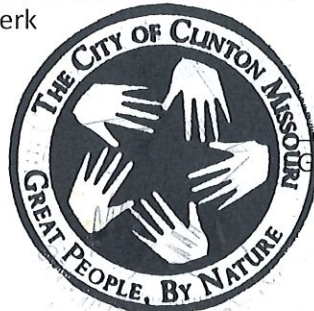
ATTEST:

Ayes 8: Gene Henry, Roger House, Cameron Jackson,
Carla Moberly, Rick Pereles, Becky Raysik, Debbie
Smith and Daniel Wilson

Nays 0



Wendee Seaton, City Clerk





Greg Lowe, Mayor

REAL ESTATE CONTRACT

THIS CONTRACT, which shall become effective when all of the parties hereto have placed their signatures and the date signed on the last page of this contract, by and between Edward H. Schmidli and Kathryn D. Schmidli, husband and wife, hereinafter referred to as Seller, and the City of Clinton, a Municipal Corporation, hereinafter referred to as Buyer.

WITNESSETH:

FOR AND IN CONSIDERATION OF THE MUTUAL AGREEMENTS HEREINAFTER MADE, the Seller and Buyer mutually agree as follows, to wit:

1. PREMISES: Seller does hereby agree to sell and convey to the Buyer and the Buyer agree to purchase from Seller the below-described real estate situate in Henry County, Missouri, to wit:

See Attached Exhibit A

2. CONSIDERATION: The purchase price is \$50,000.00 which Buyer agrees to pay as follows: \$50,000.00 in cash or bank certified funds at closing.

3. TITLE: The Seller shall convey by Warranty Deed a marketable title of record, free and clear of all liens and encumbrances. The term "marketable title" used herein shall be construed to mean marketable title as defined by the Title Examination Standards of the Missouri Bar.

4. EVIDENCE OF TITLE: The Seller shall furnish to Buyer an owner's policy of title insurance in the amount of the purchase price issued by Clinton Title & Abstract. A copy of the Commitment to Insure, shall be furnished to the Buyer for examination prior to closing and Buyer shall have the right to examine such Commitment and to specify

any objections in writing to the Seller up to ten days prior to closing. Objections to title not in writing, except liens of record, shall be deemed waived. If there are objections to title, then, the Seller shall, within a reasonable time after being notified of objections, perfect title and if title cannot be perfected within a reasonable time, this contract shall become null and void.

5. CONSUMMATION: If it be determined that the Seller has marketable title, the Seller shall deliver Seller's Warranty Deed properly executed and conveying said real estate and the Buyer shall pay the cash required. Subject to the stipulations, requirements and conditions herein contained, the closing date of this contract shall be on or before October 27, 2021. Closing shall be completed at the closing offices of Clinton Abstract & Title on October 27, 2021, at 10:00 a.m., or at such other time and place as may be agreed upon by the Seller and Buyer, arrangements about which have been communicated and concurred upon by the Seller and the Buyer. Any costs associated with closing will be shared equally by the parties.

6. DEFAULT: If Seller has kept Seller's part of this contract, and Buyer fails to do so, then, this contract may or may not be operative thereafter, at the option of the Seller. If Buyer has kept their part of this Contract and Seller fails to do so, then this Contract may or may not be thereafter operative at the Option of Buyer, who may have specific performance.

7. POSSESSION: The Seller shall deliver possession of the property to the Buyer on the date of delivery of deed.

8. CONTRACT TO SURVIVE CLOSING: Any agreement to be performed after closing shall be performed pursuant to this contract which shall survive closing.

9. FIXTURES: The conveyance to be made hereunder contemplates that title to all improvements and fixtures on the real estate shall pass to the Buyer at closing, subject to all terms of the existing lease.

10. REAL ESTATE AGENT OR BROKER: It is also understood and agreed that no real estate agent or broker has been the producing cause of this sale and that the Buyer did not learn of or about the availability of this real estate for purchase by and through a real estate agent, broker or firm, and that no real estate agent, broker or firm negotiated this sale for the Seller.

11. CONTRACT BINDING ON SUCCESSORS AND ASSIGNS: The Covenants herein contained shall bind and the benefits shall inure to the respective heirs, executors, and assigns of the parties hereto.

12. CONSTRUCTION: Whenever the words "Seller" and "Buyer" are used herein, they shall be construed to be either singular or plural, as the circumstances may actually be.

13. TAXES, ASSESSMENTS, RENTS: Seller will pay in full all state, county and municipal taxes and assessments, general and special, which are a lien on the property; except taxes for this calendar year, which will be prorated as of the date of delivery of the deed. If the amount of taxes cannot then be ascertained, proration will be computed on the amount of general taxes for the preceding calendar year.

14. ACCESS TO PROPERTY: Seller will permit inspections of the property as required by Buyer upon reasonable advance notice to Seller; Buyer and Seller may be present during inspections.

15. ENVIRONMENTAL AND OTHER INSPECTIONS: Buyer may at Buyer's expense arrange for inspections of the real estate for any adverse environmental or other conditions on the real estate. Should any such inspection reveal an adverse condition, Buyer shall notify Seller in writing and Seller shall have ten (10) days to remedy the defect or Seller or Buyer may declare this contract void and of no effect.

16. TIME IS OF THE ESSENCE: It is expressly agreed by the parties that time is of the essence in all provisions of this agreement.

17. ENTIRE AGREEMENT: This agreement constitutes the entire contract between the parties.

18. NOTICES: Any notice required hereunder shall be deemed sufficient if delivered in person or mailed, first class postage prepaid, to Buyer at:

City of Clinton
105 E. Ohio
Clinton, Missouri 64735

and to Seller at:

Edward and Kathryn Schmidli
1004 E. Franklin
Clinton, Missouri 64735

WITNESS the hands of the parties the dates below written:

BUYER:
City of Clinton

10/25/21
Date Signed

Christina A. Maggi
By: Christy Maggi, City Administrator

Attest:

10/25/21
Date Signed

Wendee Seaton
Wendee Seaton, City Clerk



10/20/21
Date Signed

10/20/21
Date Signed

SELLER:

Edward A. Schmidli
Edward A. Schmidli

Kathryn D. Schmidli
Kathryn D. Schmidli

LEGAL DESCRIPTION

ALL OF THE FOLLOWING DESCRIBED TRACTS OF LAND EXCEPT THAT PORTION LOCATED IN SECTION 35, TOWNSHIP 42, RANGE 26:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION THIRTY-FIVE, TOWNSHIP FORTY-TWO NORTH, RANGE TWENTY-SIX WEST, FIFTH PRINCIPAL MERIDIAN; THENCE EAST A DISTANCE OF 44.28 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY NO. 7, SAID POINT BEING 111 FEET LEFT OF SURVEY CENTER LINE STATION 47+67.28, HIGHWAY NO. 7; THENCE NORTH 00°56' WEST A DISTANCE OF 556.39 FEET; THENCE NORTH 43°20' EAST A DISTANCE OF 10.78 FEET; THENCE NORTH 23°47' EAST A DISTANCE OF 726.73 FEET; THENCE NORTH 38°24' EAST A DISTANCE OF 251.70 FEET TO THE POINT OF BEGINNING; THENCE NORTH 38°24' EAST A DISTANCE OF 313.13 FEET; THENCE NORTH 49°57' EAST A DISTANCE OF 35.67 FEET TO A POINT ON THE RIGHT-OF-WAY OF OLD MISSOURI HIGHWAY 13; THENCE SOUTH 11°14' EAST A DISTANCE OF 73.45 FEET ALONG THE RIGHT-OF-WAY OF OLD MISSOURI ROUTE 13 TO A POINT ON THE RIGHT-OF-WAY OF GAINES DRIVE; THENCE SOUTH 75°38' WEST A DISTANCE OF 35.62 FEET ALONG SAID RIGHT-OF-WAY OF GAINES DRIVE TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 140.00 FEET; THENCE ALONG SAID CURVE A DISTANCE OF 136.05 FEET ON SAID RIGHT-OF-WAY OF GAINES DRIVE; THENCE SOUTH 19°57'20" WEST A DISTANCE OF 129.40 FEET ALONG SAID RIGHT-OF-WAY OF ACCESS ROAD; THENCE NORTH 70°02'40" WEST A DISTANCE OF 64.46 FEET TO THE POINT OF BEGINNING. ALL IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 26 WEST, IN THE CITY OF CLINTON, HENRY COUNTY, MISSOURI, EXCEPT ROADS.

THAT PART OF THE NORTHEAST QUARTER OF SECTION 34 AND THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 42, RANGE 26, CLINTON, HENRY COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE NORTH 89°52'00" EAST A DISTANCE OF 44.28 FEET; THENCE NORTH 00°56'00" WEST A DISTANCE OF 555.39 FEET; THENCE NORTH 43°20'00" EAST A DISTANCE OF 10.78 FEET; THENCE NORTH 23°47'00" EAST A DISTANCE OF 726.73 FEET; THENCE NORTH 38°24'00" EAST A DISTANCE OF 564.83 FEET; THENCE NORTH 49°57'00" EAST A DISTANCE OF 35.67 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 619.00 FEET, A LENGTH OF 103.00 FEET (CHORD NORTH 01°33'52" EAST - 102.88 FEET) TO THE SOUTHEAST CORNER OF HARMON GAINES SECOND SUBDIVISION; THENCE NORTH 89°52'00" WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 930.00 FEET; THENCE NORTH 01°10'53" WEST ALONG THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 370.00 FEET; THENCE NORTH 41°43'42" WEST A DISTANCE OF 172.60 FEET; THENCE NORTH 01°10'53" WEST A DISTANCE OF 360.00 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE NORTH 89°43'54" WEST ALONG SAID NORTH LINE A DISTANCE OF 654.64 FEET; THENCE SOUTH 00°13'17" EAST A DISTANCE OF 150.00 FEET; THENCE NORTH 89°43'54" WEST A DISTANCE OF 350.00 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE SOUTH 00°13'17" EAST ALONG SAID WEST LINE A DISTANCE OF 1908.64 FEET; THENCE SOUTH 54°37'10" EAST ALONG THE SOUTHWEST SIDE OF THE ABANDONED BURLINGTON NORTHERN RAILROAD A DISTANCE OF 1044.49 FEET TO A POINT ON THE NORTH LINE OF MISSOURI STATE HIGHWAY 7; THENCE NORTH 89°52'00" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 170.35 FEET; THENCE NORTH 54°37'10" WEST A DISTANCE OF 64.30 FEET; THENCE NORTH 16°32'26" EAST A DISTANCE OF 446.54 FEET; THENCE NORTH 89°52'00" EAST A DISTANCE OF 220.00 FEET; THENCE SOUTH 00°56'00" EAST A DISTANCE OF 465.17 FEET; THENCE NORTH 89°52'00" EAST A DISTANCE OF 15.72 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION PLATTED AS FORGOTTEN ACRES, REPLAT OF FORGOTTEN ACRES AND FORGOTTEN ACRES II, SUBDIVISIONS LOCATED IN THE CITY OF CLINTON, HENRY COUNTY, MISSOURI;

Continued

AND EXCEPT A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION THIRTY-FOUR (34), TOWNSHIP FORTY-TWO (42), RANGE TWENTY-SIX (26), HENRY COUNTY, MISSOURI DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION THIRTY-FOUR (34). THENCE NORTH 89°43'55" WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION A DISTANCE OF 603.57 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 04°48'17" EAST A DISTANCE OF 135.28 FEET; THENCE SOUTH 40°40'45" EAST A DISTANCE OF 151.09 FEET; THENCE SOUTH 26°28'11" WEST A DISTANCE OF 162.75 FEET; THENCE SOUTH 19°05'51" EAST A DISTANCE OF 188.81 FEET; THENCE SOUTH 24°13'34" WEST A DISTANCE OF 156.34 FEET; THENCE SOUTH 74°13'20" WEST A DISTANCE OF 128.81 FEET; THENCE NORTH 69°35'15" WEST A DISTANCE OF 650.82 FEET; THENCE NORTH 00°13'17" WEST A DISTANCE OF 377.38 FEET; THENCE SOUTH 89°43'55" EAST A DISTANCE OF 350.00 FEET; THENCE NORTH 00°13'17" WEST A DISTANCE OF 150.00 FEET; THENCE SOUTH 89°43'55" EAST A DISTANCE OF 351.06 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

AND EXCEPT A TRACT OF LAND IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 34, AND THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 42, RANGE 26, HENRY COUNTY, MISSOURI, DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE NORTH 89°52'00" EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 44.28 FEET; THENCE NORTH 00°56'00" WEST A DISTANCE OF 465.17 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°52'00" WEST A DISTANCE OF 279.95 FEET; THENCE NORTH 00°56'00" WEST A DISTANCE OF 58.53 FEET; THENCE SOUTH 80°55'20" EAST A DISTANCE OF 33.66 FEET; THENCE NORTH 74°54'56" EAST A DISTANCE OF 57.20 FEET; THENCE NORTH 46° 16'11" EAST A DISTANCE OF 119.58 FEET; THENCE NORTH 39°08'10" EAST A DISTANCE OF 103.61 FEET; THENCE NORTH 26°54'55" EAST A DISTANCE OF 53.05 FEET; THENCE NORTH 28°47'55" EAST A DISTANCE OF 116.96 FEET; THENCE NORTH 07°42'12" EAST A DISTANCE OF 63.44 FEET; THENCE NORTH 74°39'40" WEST A DISTANCE OF 36.67 FEET; THENCE NORTH 11°33'41" EAST A DISTANCE OF 34.06 FEET; THENCE SOUTH 66°13'00" EAST A DISTANCE OF 201.64 FEET; THENCE SOUTH 23°54'00" WEST A DISTANCE OF 320.01 FEET; THENCE SOUTH 59°38'30" WEST A DISTANCE OF 87.69 FEET; THENCE SOUTH 00°56'00" EAST A DISTANCE OF 68.00 FEET TO THE POINT OF BEGINNING.

AND EXCEPT A TRACT COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 42, RANGE 26; THENCE SOUTH 89°52'00" WEST 15.72 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF MISSOURI HIGHWAY ROUTE 7; THENCE NORTH 0°56'00" WEST 381.24 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0°56'00" WEST 83.93 FEET; THENCE NORTH 89°52'00" EAST 175.00 FEET; THENCE SOUTH 64°05'43" WEST 193.00 FEET TO THE POINT OF BEGINNING.

AND EXCEPT A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF CLINTON, HENRY COUNTY, MISSOURI, DESCRIBED AS; COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 35; THENCE NORTH 89°52'00" EAST, A DISTANCE OF 44.28 FEET; THENCE NORTH 00°56'00" WEST A DISTANCE OF 555.39 FEET; THENCE NORTH 43°20'00" EAST A DISTANCE OF 10.78 FEET; THENCE NORTH 23°47'00" EAST A DISTANCE OF 360.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 23°47'00" EAST A DISTANCE OF 365.99 FEET; THENCE NORTH 38°24'00" EAST A DISTANCE OF 186.12 FEET; THENCE NORTH 73°44'02" WEST A DISTANCE OF 128.92 FEET TO THE CENTERLINE OF AN EXISTING CREEK (AS LOCATED ON AUGUST 22, 2000); THENCE IN A SOUTHWESTERLY DIRECTION ALONG SAID CENTERLINE OF AN EXISTING CREEK (AS LOCATED ON AUGUST 22, 2000) TO A POINT NORTH 66°13'00" WEST A DISTANCE OF 143.94 FEET TO THE POINT OF BEGINNING.

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AND EXCEPT A TRACT COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION THIRTY-FIVE (35), TOWNSHIP FORTY-TWO (42), NORTH, RANGE TWENTY-SIX (26), WEST OF THE FIFTH PRINCIPAL MERIDIAN; THEN EAST FORTY-FOUR AND TWENTY EIGHT HUNDREDTHS (44.28) FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY NO. 7, SAID POINT BEING ONE HUNDRED ELEVEN (111) FEET LEFT OF SURVEY CENTERLINE STATION 47+67.28 OF HIGHWAY NO. 7 AND THE POINT OF BEGINNING; THENCE NORTH ZERO DEGREES FIFTY-SIX MINUTES ZERO SECONDS (0°56'00") WEST FOUR HUNDRED SIXTY-FIVE AND SEVENTEEN HUNDREDTHS (465.17) FEET; THENCE SOUTH EIGHT-NINE DEGREES FIFTY-TWO MINUTES ZERO SECONDS (89°52'00") WEST SIXTY (60) FEET, THENCE SOUTH ZERO DEGREES FIFTY-SIX MINUTES ZERO SECONDS (0°56'00") EAST FOUR HUNDRED SIXTY-FIVE AND SEVENTEEN ONE HUNDREDTHS (465.17) FEET; THENCE EAST TO THE POINT OF BEGINNING.