

RESOLUTION NO. 09-2022

A RESOLUTION APPROVING A REAL ESTATE CONTRACT BETWEEN THE CITY OF CLINTON (CITY) AND DOUGLAS P. SUTHOFF AND DEANNE M. SUTHOFF (SUTHOFFS).

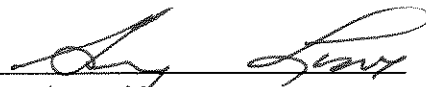
WHEREAS, the City is the owner of property located in Henry County, Missouri; and

WHEREAS, the Suthoffs are interested in purchasing said property, subject to the conditions contained in the Real Estate Contract;

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:

1. The attached Real Estate Contract (Exhibit A) 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, contingent upon full execution of Addendum No. 1 to the May 19, 1936 lease agreement between the City and Veterans of Foreign Wars Recreation Association, Inc.
3. This ordinance shall become effective immediately upon its passage and approval as provided by law.

Read and passed this 5th day of April, 2022.


Greg Lowe, Mayor

ATTEST:


Wendee Seaton, City Clerk



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 The City of Clinton, hereinafter referred to as Seller, and Douglas P. Suthoff and DeAnne M. Suthoff, husband and wife, 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 agrees to purchase a parcel of land in Henry County, Missouri and described as follows:

A tract of land in the East half of the Southeast quarter of section 22, township 42, range 26 Henry county Missouri and being part of a tract of land recorded in book 286 page 477 described as follows: Beginning at the Northwest corner of said recorded tract thence East along the North line of said tract a distance of 450 feet thence Southwest to a point on the West line of said recorded tract being 388.5 feet South of the point of beginning, thence North along said west line a distance of 388.5 feet returning to the point of beginning, containing two acres.
Subject to easements, reservations and restrictions of record.

2. CONSIDERATION: The purchase price is four thousand dollars (\$4,000.00), payable by Buyer to Seller at closing.

3. TITLE: The Seller shall convey by Special Corporate Warranty Deed to Buyer a marketable title of record, free and clear of all liens and encumbrances done by Seller. 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 Buyer may purchase at its option an owner's

policy of title insurance in the amount of the purchase price by a title company of its choosing. Buyer shall have the right to examine any commitment and to specify any objections to title in writing to the Seller up to ten days prior to closing. Objections to title not in writing 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 Buyer is satisfied with Seller's title, the Seller shall deliver Seller's Special Corporate Warranty Deed properly executed and conveying said real estate to Buyer 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 within 45 days of Contract signing. Closing shall be completed at the Clinton City Hall at such time 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, or at Buyer's title company should buyer choose to purchase title insurance. Buyer shall pay its own recording fees and title insurance. Any other costs of 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.

7. POSSESSION: The Seller shall deliver possession of the property to the Buyer on the date of delivery of deed, subject to the easement being retained by Seller.

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. All fixtures and equipment are conveyed AS-IS, WITH ALL FAULTS, and without any representation or warranty as to their condition or fitness for any purpose.

10. REAL ESTATE AGENT OR BROKER: The parties agree that no agent or broker was involved in this transaction. Each shall hold the other harmless of any claim for commission being claimed against the indemnifying party.

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 is a public entity. No real estate taxes are due on the property. From and after closing, Buyer shall be responsible for real estate taxes on the property.

14. CONDITION OF PROPERTY Buyer has had the opportunity to become familiar with all conditions of the property and inspect before entering this Contract. This Contract is not contingent upon any further inspections by Buyer. Buyer accepts the property **AS-IS** and with all faults and conditions known or unknown. Seller makes no representation or warranty of any kind as to the condition of the property, including any environmental conditions. Seller has no knowledge of the existence of any adverse environmental condition, but leaves it to Buyer to satisfy itself as to the condition of the

same.

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

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

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

City Administrator
City of Clinton
105 E. Ohio
Clinton, Missouri 64735

And to Buyer at:
Doug and DeAnne Suthoff
3366 Blue Ridge Boulevard
Independence, MO 64052

WITNESS the hands of the parties the dates below written:

BUYER:

Date Signed

Douglas P. Suthoff

Date Signed

DeAnne M. Suthoff

SELLER:
THE CITY OF CLINTON

4-6-22

Date Signed

Mayor *[Signature]*

Attest:

4-6-22

Date Signed

Wendee Seaton

City Clerk



same.

[Handwritten initials]

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

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

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

City Administrator
City of Clinton
105 E. Ohio
Clinton, Missouri 64735

And to Buyer at:
Doug and DeAnne Suthoff
3366 Blue Ridge Boulevard
Independence, MO 64052

WITNESS the hands of the parties the dates below written:

4/6/22
Date Signed

4/6/22
Date Signed

BUYER:

[Signature]
Douglas P. Suthoff

[Signature]
DeAnne M. Suthoff

SELLER:
THE CITY OF CLINTON

4-6-22
Date Signed

[Signature]
Mayor

Attest:

4-6-22
Date Signed

[Signature]
City Clerk

