

Introduced by \_\_\_\_\_ Council Bill No. R 155-06

**A RESOLUTION**

authorizing the City Manager to execute an agreement with The Edwin Scott Orr Revocable Trust and The Cheryl Lynn Orr Revocable Trust for the sale of property located at 1204 Bowling Street.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement with The Edwin Scott Orr Revocable Trust and The Cheryl Lynn Orr Revocable Trust for the sale of property located at 1204 Bowling Street. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor

### CONTRACT FOR SALE OF REAL PROPERTY

This contract for sale of real property dated this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the City of Columbia, Missouri, a municipal corporation, hereinafter referred to as "Buyer" and The Edwin Scott Orr Revocable Trust under Trust Agreement dated the 18<sup>th</sup> day of November, 2004 and The Cheryl Lynn Orr Revocable Trust under Trust Agreement date the 18<sup>th</sup> day of November, 2004, hereinafter referred to as "Sellers."

WITNESSETH:

1. Sellers agree to sell and Buyer agrees to buy the following described real property located at 1204 Bowling Street in Columbia, Boone County, Missouri more particularly described as follows:

Lot Number Fourteen (14) in More's Addition to the City of Columbia, Missouri, including the building and fixtures attached thereto.

2. The purchase price for this property shall be Two Hundred Forty Thousand Dollars (\$240,000.00), payable at closing.
3. Merchantable title of record and in fact shall be conveyed by warranty deed, free and clear of all encumbrances, except as hereinafter provided.
4. Buyer agrees, within a reasonable time prior to closing, to obtain a commitment to issue an owner's policy of title insurance on the property in the amount of Two Hundred Forty Thousand Dollars (\$240,000.00), naming Buyer as the insured and issued by a title insurance company licensed to write title insurance in the State of Missouri, which policy shall insure the owner's title to be marketable in fact as called for by this contract, and shall provide that a policy shall be issued after Sellers' general warranty deed to Buyer is filed for record. All costs of the title insurance, including premiums, shall be paid for by the Buyer.
5. In order to establish whether any environmental contamination or hazard exists on any portion of the property, Buyer may obtain, at Buyer's expense, a Phase I Environmental Survey from a reputable environmental engineering firm as soon as reasonably possible after execution of this agreement. The environmental study shall reflect the presence or absence of any hazardous waste, biological or environmental hazard or unsafe condition

within the meaning of federal or state environmental protection laws. If the survey reflects the possible existence of hazardous waste or any environmental hazard on the property, the closing date shall be delayed for a reasonable period of time (not to exceed sixty days). Within this period of time, Buyer, at its expense, shall arrange for additional environmental tests and studies to establish to Buyer's satisfaction that there is no environmental contamination of the soil or groundwater on the property which would impose any liability under any federal or state law for remediation of the condition by the Buyer if Buyer acquires the property. If such tests reveal or recognize environmental condition or contamination on the property that requires remediation under federal or state law, Buyer shall so notify Sellers. Within ten days of receipt of such notice, Sellers must notify Buyer whether or not Sellers will remediate the contamination. If Sellers fail to notify Buyer within the ten days, Sellers shall conclusively be presumed to have decided not to remediate the contamination. If Sellers decide not to remediate the contamination, Buyer shall have the option of either purchasing the property or declaring this agreement void. Buyer shall restore the property to its original condition if for any reason the Buyer does not elect to purchase the property because of contamination which the Sellers elect not to remediate.

6. This transaction shall be closed on or before \_\_\_\_\_, 2006 at the office of the City Counselor, City of Columbia, Fourth Floor City/Hall Daniel Boone Building, 701 E. Broadway, Columbia, MO 65201, or at such other time and place as the parties may mutually agree upon, at which time all money and papers shall be delivered and transferred.
7. Absolute possession shall be delivered to the Buyer at closing.
8. Real estate taxes for the year 2006 shall be prorated and Sellers shall remit their portion of said taxes to Buyer at closing.
9. This contract shall be binding and inure upon the parties, successors, heirs and assigns.

IN WITNESS WHEREOF, the parties hereto have been duly authorized to execute this contract as of the day and year first above written.

BUYER:  
CITY OF COLUMBIA, MISSOURI

BY: \_\_\_\_\_  
H. William Watkins, City Manager

ATTEST:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

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Fred Boeckmann, City Counselor

STATE OF MISSOURI     )  
  ) ss  
COUNTY OF BOONE     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me appeared H. William Watkins, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Columbia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and the City Manager acknowledged this instrument to be the free act and deed of the City.

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

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_.

SELLERS:

THE EDWIN SCOTT ORR REVOCABLE TRUST UTA DATED THE 18<sup>TH</sup> DAY OF NOVEMBER, 2004

BY: Edwin Scott Orr, Trustee

STATE OF Missouri )  
 ) ss  
COUNTY OF Boone )

On this 11th day of July, 2006, before me, a Notary Public in and for said state, personally appeared, Edwin Scott Orr, who being by me duly sworn, acknowledged that s/he is the trustee of The Edwin Scott Orr Revocable Trust under Trust Agreement dated the 18<sup>th</sup> day of November, 2004, and that s/he executed the same as their free act and deed for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and state aforesaid the day and year first above written.

Jennifer J. Wilhoit  
Notary Public

My commission expires: 6-18-07.



THE CHERYL LYNN ORR REVOCABLE TRUST UTA DATED THE 18<sup>TH</sup> DAY OF NOVEMBER, 2004

BY: Cheryl Lynn Orr, Trustee

STATE OF Missouri )  
COUNTY OF Boone ) ss

On this 11th day of July, 2006, before me, a Notary Public in and for said state, personally appeared, Cheryl Lynn Orr, who being by me duly sworn, acknowledged that s/he is the trustee of The Cheryl Lynn Orr Revocable Trust under Trust Agreement date the 18<sup>th</sup> day of November, 2004, and that s/he executed the same as their free act and deed for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and state aforesaid the day and year first above written.

Jennifer J. Wilhoit  
Notary Public

My commission expires: 6-18-07



Source

Law Department

**TO:** City Council  
**FROM:** City Manager and Staff   
**DATE:** July 11, 2006  
**RE:** Authorizing Execution of Agreement to Purchase Property at 1204 Bowling Street

Fiscal Impact

YES

NO X

Other Info.

**SUMMARY:**

The City is requesting authorization to enter into an agreement with the revocable trusts of Scott and Cheryl Orr for sale of property at 1204 Bowling Street. This property has been rented by the City since it was used during the renovation of the Heuchan Building. The property will be used for Water and Light expansion of its operations at the Heuchan Building. The property was appraised at \$240,000.00 and the owners have agreed to sell the property for that amount.

Water and Light has designated funds for this purchase and for the associated costs of purchase, such as title insurance and environmental assessment.

**SUGGESTED COUNCIL ACTION:**

Adoption of the resolution.