

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 98-07

AN ORDINANCE

authorizing the City Manager to execute a contract for sale of real estate with the Muriel M. Crane Revocable Trust and Crane Family Trust, Muriel M. Crane, Sydney M. Crane and Sue M. Crane and Ronald D. O'Neal for the acquisition of property located south of Gans Road, adjacent to the Philips Park and Rock Bridge State Park, for regional park purposes; directing the City Clerk to have the agreement recorded; and fixing the time when this ordinance shall become effective.

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

SECTION 1. The City Manager is hereby authorized to execute a contract for sale of real estate with the Muriel M. Crane Revocable Trust and Crane Family Trust, Muriel M. Crane, Sydney M. Crane and Sue M. Crane and Ronald D. O'Neal for the acquisition of property located south of Gans Road, adjacent to the Philips Park and Rock Bridge State Park, for regional park purposes. 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.

SECTION 2. The City Clerk is authorized and directed to have a copy of the agreement recorded in the office of the Boone County Recorder of Deeds.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2007.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

CONTRACT FOR SALE OF REAL ESTATE

This agreement is dated this 15th day of February, 2007, by and among the City of Columbia, Missouri, a municipal corporation (hereinafter referred to as "Buyer") and Muriel M. Crane, Trustee of the Muriel M. Crane Revocable Trust and of the Crane Family Trust, Muriel M. Crane, a single person, Sydney M. Crane, a single person, and Sue M. Crane and Ronald D. O'Neal, wife and husband (hereinafter collectively referred to as "Sellers").

Buyer and Sellers agree as follows:

1. Buyer agrees to buy and Sellers agree to sell certain tracts comprising 320 acres as shown by Quit Claim Deed dated December 1, 1992 and recorded in Book 945, Page 91 of the Boone County, Missouri records and more particularly described as follows:

Twenty acres, more or less, the northwest part of the northwest quarter of section 4, township 47, range 12, bounded as follows: beginning at the southwest corner of section 13 in township 48, range 12; thence south into section 4, 4 and 17/100 chains to the County Road, thence up said road with the meanders thereof to the township line between township 47 and township 48, thence west with the township line to the point of beginning; also, the northeast quarter; also the north 60 acres of the east half of the southeast quarter and the west half of the southeast quarter, all in section 5, township 47, range 12, containing in the aggregate 320 acres, more or less.

This property consists of the following separately described tracts and the remaining 295 acres described in the above referenced Quit Claim Deed. The separately described tracts are:

- a. The personal residence of Muriel M. Crane situated at 3350 E. Gans Road and the immediately surrounding five (5) acres which contains such home, and any outbuildings therefor, and the yard therefor with the road leading to and from

such residence, with the exact legal description of this parcel to be determined by the survey herein described; and

b. The residence of Sue M. Crane containing five (5) acres as described in Warranty Deed recorded in Book 1128, Page 294 of the Boone County, Missouri records; and

c. A second five (5) acre tract conveyed to Sue M. Crane as described in Warranty Deed recorded in Book 1196, Page 23 of the Boone County, Missouri records; and

d. The residence and five (5) acres of Sydney M. Crane as described in Warranty Deed recorded in Book 1128, Page 296 of the Boone County, Missouri records; and

e. A second tract containing another five (5) acres as described in a Warranty Deed recorded in Book 1196, Page 21 of the Boone County, Missouri records.

2. The purchase price shall be Eight Million Dollars (\$8,000,000.00) payable at closing to all Sellers in a lump sum or, at Sellers' option, allocated among the various Sellers as agreed to among the Sellers.
3. Sellers shall convey title to the described property in fee simple absolute free and clear of liens and encumbrances except those identified in the title insurance commitment and are not objected to by the Buyer.
4. Within thirty (30) days after the execution of this contract, Sellers shall obtain a commitment to title insurance issued by a title insurance company acceptable to Buyer. The commitment must obligate the title insurance company to issue a title insurance policy to the Buyer at closing which insures that Sellers' title is free and clear of encumbrances. The amount of the title insurance shall be the purchase price. The premium shall be paid by Sellers at closing. The title insurance commitment must describe any exceptions to the policy, which will be issued immediately at closing. Buyer shall have thirty (30) days to object to any defects in title shown by the commitment.
5. Sellers agree that Buyer may conduct a survey of the property prior to closing at Buyer's expense. Sellers further agree that if Buyer chooses to obtain such a survey, it will work with the surveyor so that the separate parcels described in subparagraphs a. through e. of paragraph 1 above shall be described. Sellers agree to pay the prorated portion of the expense of the survey attributable to describing the separate tracts. This survey shall be conducted at least sixty (60) days prior to closing and Sellers' costs shall be payable at closing.

6. 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 one hundred twenty 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 Seller. Within ten (10) 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 (10) 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.
7. This transaction shall be closed on or before September 14, 2007 or at such other time when the parties may agree at the office of the City Counselor, City of Columbia, Fourth Floor Daniel Boone/City Hall Building, 701 E. Broadway, Columbia, MO 65201, at which time title to the property shall be delivered to Buyer and all monies and papers shall be delivered and transferred.
8. This agreement shall be binding upon and inure to the benefit of the heirs, administrators, successors and assigns of the parties.
9. Each of Sellers Muriel M. Crane, Sue M. Crane and Sydney M. Crane, now owns and occupies a residence on the property described in paragraph 1. Each of such Sellers shall be entitled to continue to occupy her or his personal residence, on a rent free basis, for a period of up to twelve (12) calendar months (one year), which expires on the first (1st) annual anniversary of the date when the Closing of the transaction occurs. This right shall extend only to the residence itself, the immediately surrounding yard, and any garage or outbuildings, and shall not extend to any of the balance of the property. The right to occupy the residence shall also include the right to the unimpeded use of the road or driveway leading to the residence, and to have utility service for the residence continued, without impairment. The Seller who occupies the residence shall be required to use the residence in a proper and reasonable manner, solely as a residence for such Seller and, if applicable, such Seller's family. Such Seller shall be obligated to keep the residence in its current state of repair and to maintain fire and casualty

insurance on the residence, to the extent the residence is now insured, and shall cause the Buyer to be named as a loss payee with respect to the insurance coverage, to the extent of damage to the residence itself. Any minor damage to the residence shall be repaired by the Seller, but the Seller shall have the benefit of any insurance proceeds payable by reason of such damage. If any major damage is caused to the residence by fire or other casualty, then the rights in the Seller to continue to occupy the residence shall cease and terminate and the Buyer shall be entitled to all insurance proceeds payable by reason of damage or destruction of the residence. The Seller must provide the Seller's own insurance on the Seller's furniture, furnishings and contents of the residence. Buyer shall have no liability, obligation or responsibility to the Seller for any damage to or injuries to persons or property, which occur within the residence or the surrounding yard or road, and the Seller shall indemnify, defend, save and hold harmless the Buyer from all suits, actions, causes of action, claims and demands arising out of any such damages or injuries. The Seller shall be required to deliver possession of the residence to the Buyer, when the Seller vacates the residence or the Seller's rights to use the residence as described in this paragraph have ended, in substantially the same condition as exists at the Closing, ordinary wear and tear and reasonable, ordinary processes of aging excepted. If the Seller fails to vacate the residence when the Seller's rights to occupy the residence have ended, then the Buyer shall have the right to seek possession of the residence through the remedy of unlawful detainer or any other summary proceedings otherwise available to Buyer for recovery of possession of the residence, and Seller shall be responsible for paying Buyer's costs, expenses and attorney's fees incurred in obtaining possession of the residence.

10. This contract is contingent upon the City Council of Buyer appropriating funds for the purchase of the subject property.

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:

Fred Boeckmann, City Counselor

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this _____ day of _____, 2007, 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:

MURIEL M. CRANE REVOCABLE TRUST and
CRANE FAMILY TRUST

Muriel Crane
Muriel M. Crane, Trustee

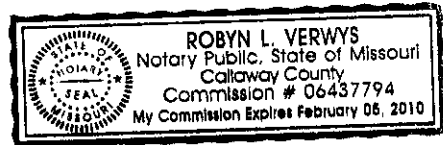
STATE OF MISSOURI)
) ss
COUNTY OF Boone)

On this 15th day of February, 2007, before me, a Notary Public in and for said state, personally appeared, Muriel M. Crane, Trustee of the Muriel M. Crane Revocable Trust and of the Crane Family Trust, known to me to be the person who executed the above Contract for Sale of Real Estate and acknowledged to me that she executed the same for the purposes therein stated.

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

Robyn L. Verwys
Notary Public

My commission expires: 2-5-2010



SELLERS:

MURIEL M. CRANE

Muriel Crane
Muriel M. Crane

STATE OF Missouri)
) ss
COUNTY OF Boone)

On this 15th day of February, 2007, before me, a Notary Public in and for said state, personally appeared, Muriel M. Crane, a single person, known to me to be the person who executed the above Contract for Sale of Real Estate and acknowledged to me that she executed the same for the purposes therein stated.

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

Robyn L. Verwys
Notary Public

My commission expires: 2-5-2010.



SELLERS:

SYDNEY M. CRANE

Sydney Crane
Sydney M. Crane

STATE OF Missouri)
) ss
COUNTY OF Boone)

On this 15th day of February, 2007, before me, a Notary Public in and for said state, personally appeared, Sydney M. Crane, a single person, known to me to be the person who executed the above Contract for Sale of Real Estate and acknowledged to me that he executed the same for the purposes therein stated.

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

Robyn L. Verwys
Notary Public

My commission expires: 2-5-2010.



SELLERS:

SUE M. CRANE AND RONALD D. O'NEAL

[Signature]
Sue M. Crane

[Signature]
Ronald D. O'Neal

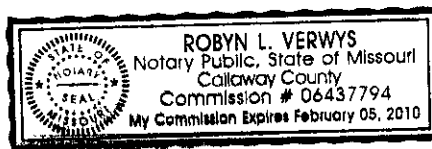
STATE OF Missouri)
) ss
COUNTY OF Boone)

On this 15th day of February, 2007, before me, a Notary Public in and for said state, personally appeared, Sue M. Crane and Ronald D. O'Neal, wife and husband, known to me to be the persons who executed the above Contract for Sale of Real Estate and acknowledged to me that they executed the same for the purposes therein stated.

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

[Signature]
Notary Public


My commission expires: 2-5-2010.



Source

Mike Hood



TO: City Council
FROM: City Manager and Staff 
DATE: February 23, 2007
RE: Acquisition of Land for a Regional Park

Fiscal Impact

YES x

NO

Other Info.

Summary: City staff is requesting authorization to proceed with acquisition of a 320 acre tract of land for the purpose of developing a regional park. The need for the acquisition of a new regional park was identified in the City's *Parks, Recreation and Open Space Master Plan, 2002 Facility Needs Update*. The property being acquired is currently owned by the Crane family and is located in the southeast part of the community, just south of Gans Road, and adjacent to both the City's Philips Park and the State of Missouri's Rock Bridge State Park. Staff has negotiated a contract for sale (copy attached) of the property at a purchase price of \$8,000,000. This ordinance, if approved, would authorize the City Manager to sign the contract for sale on behalf of the City. Funding for this acquisition will come from the Park Sales Tax.

Project Description: This proposal to proceed with the acquisition of land for a new regional park in the southeast part of the community is the result of an identified need for such a facility in the City's *Parks, Recreation and Open Space Master Plan, 2002 Facility Needs Update*. This plan, which looked at residential growth projections for the City and analyzed future needs for additional park land, recreation facilities, and recreation programs concluded that there was a significant need for the City to pursue the acquisition of a major new land base which could be developed for active recreational use. Specifically, the plan called for the acquisition of land that could be developed with athletic fields for use by the City's growing youth and adult sports programs. The proposed acquisition of the 320 acre Crane property not only meets those needs but also preserves a significant amount of high quality natural area land along the drainage of Gans Creek. In addition, the property adjoins the City's existing 140 acre Philips Park located immediately north of the site, and shares a common border with the State of Missouri's Rock Bridge State Park along its southwest property lines.

City staff has been negotiating with the Crane Family for the purchase of this site for some time and has recently reached agreement on a proposed contract for sale. Under the terms of the proposed contract, the purchase price of land will be \$8,000,000. The City anticipates using \$4.3 million in existing Park Sales Tax and Capital Fund balance for the purchase. The remaining purchase price and related acquisition costs of \$3,775,000 will be financed. Park Sales Tax funds will be used to pay off the financed amount. The contract for sale also provides that the City will complete an environmental assessment of the property prior to closing and that the Crane family will have the right to occupy their personal residences for up to one year following closing.

Staff is recommending that the Council schedule a public hearing on the proposed acquisition for the March 19th Council meeting. Following the public hearing, if the Council concurs that the City should proceed with the proposed acquisition, the ordinance authorizing the City Manager to sign the contract for sale should be passed.

Recommended Council Action: Approve the resolution scheduling a public hearing for the March 19th Council Meeting. Following the public hearing, approve the ordinance authorizing the purchase of the property.

Philips & Crane Properties

NIFONG BLVD

BEAR FIELD ROAD

Philips Property
140± acres

Active
Recreation
Area

U.S. 63
PONDEROSA ST

GANS ROAD
FUTURE

WOODHAVEN
FUTURE

GANS ROAD
FUTURE

OLD GANS ROAD
FUTURE
(EXISTING GANS ROAD)

BEAR FIELD ROAD

Crane Property
320± acres

GANS CREEK
ROAD

BONNE FEMME
CHURCH ROAD

BONNE FEMME
CHURCH ROAD

