

BILL NO. 2023-24

ORDINANCE NO. 1432

INTRODUCED BY ALDERMAN MCFADDEN

**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF OWENSVILLE, MISSOURI, TO EXECUTE AND ENTER INTO A REAL ESTATE PURCHASE AND SALES AGREEMENT WITH RESPECT TO THE SALE OF LIGHT AND POWER SUBDIVISION, TRACT B OFF CUBA STREET, AND TO TAKE ALL STEPS NECESSARY TO EFFECTUATE THE CLOSING.**

**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OWENSVILLE, MISSOURI, AS FOLLOWS:**

**Section One**

The Mayor of the City of Owensville is hereby authorized and directed to execute and enter into, on behalf of the City, a Real Estate Purchase and Sale Agreement with respect to the sale of tract B, Light & Power Subdivision, Owensville, Missouri 65066, which shall be substantially in accord with the provisions of Exhibit A, which is attached hereto and incorporated herein by reference.

**Section Two**

Further, the Mayor is authorized to take all steps necessary to effectuate the closing including, but not limited to, executing a quitclaim deed with respect to the property, if he believes closing the transaction is in the best interests of the City.

**Section Three**

This Ordinance shall be in full force and effect from and after final passage and approval.

READ two (2) times and passed as read this 20<sup>th</sup> day of November 2023.


**VOTES CAST:**

YES: Alderman Lahmeyer, McFadden, Kramme, Bohl


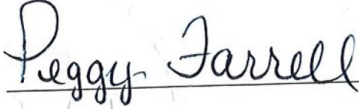
NO: N/A

ABSENT: N/A

APPROVED this 20th day of November 2023.

  
John Kamler, Mayor

ATTEST:

  
  
Peggy Farrell, City Clerk



**REAL ESTATE PURCHASE AND SALE AGREEMENT**  
**"AS IS"**

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of this 20<sup>th</sup> day of Nov., 2023, between the City of Owensville, Missouri, a Fourth Class City ("Seller") and Faith Auto, LLC a Missouri Limited Liability Company ("Buyer").

**RECITALS**

WHEREAS, Seller is the owner of certain real property and improvements described as set forth on the attached Exhibit A, which is incorporated herein by reference, located in the City of Owensville, Gasconade County, Missouri (the "Property"); and

WHEREAS, Buyer desires to purchase from Seller, and Seller agrees to sell to Buyer the Property, on the terms and conditions hereinafter set forth.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce reliance thereon and in reliance thereon, intending to be legally bound, the parties agree as follows:

1. **PURCHASE PRICE.** Buyer agrees to purchase the Property, and Seller agrees to sell the Property, for the sum of One Thousand, Fifty-Seven and 00/100 Dollars (\$1,057.00) (the "Purchase Price"). The Purchase Price shall be payable at Closing (defined below) in cash, certified check or wire transfer of immediately available funds. In addition to the Purchase Price, Buyer shall pay all reasonable and necessary property and closing costs related to the purchase and sale of the Property customarily paid by the Buyer.
2. **TITLE EXAMINATION.** Buyer is authorized, but not required, to order title of the Property.
3. **INSPECTION PERIOD.** Buyer is authorized to conduct any inspection of the Property it wishes prior to the Closing Date, provided that if it wishes to inspect the Property it: (1) provide reasonable notice to the Seller prior to the inspection; and (2) not cause any physical damage to the Property.
4. **CLOSING.** The closing of the purchase and sale of the Property (the "Closing") shall take place on Dec. 20, 2023, at a mutually agreed location, or on such later date as Buyer and Seller shall mutually agree in writing (the "Closing Date").
5. **TITLE AND DEED.** Seller shall convey fee simple title to the Property by special warranty deed.
6. **PROPERTY CONDITION.** Subject to the terms of this Agreement, the Property shall be delivered and conveyed in its present condition "**AS IS**" **WITH ALL FAULTS AND DEFECTS AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER WITH RESPECT TO THE**

**PROPERTY, INCLUDING WITHOUT LIMITATION WARRANTIES OR REPRESENTATIONS CONCERNING (1) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, (2) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER OR ANYONE ELSE MAY CONDUCT THEREON, AND (3) THE COMPLIANCE OF OR BY THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL BODY INCLUDING BUT NOT LIMITED TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS OR ORDERS.**

Buyer shall rely solely on its own investigation of the Property and not on any information provided by or on behalf of Seller. Seller is not liable by any verbal or written statements, representations or information pertaining to the Property furnished by any real estate broker, agent, employee, or other person. Buyer hereby releases Seller from all unknown causes of action, claims, demands, or liabilities relating to or arising from any use or condition of the Property accruing prior to the time of Closing. The provisions set forth in this paragraph shall survive the Closing or any termination of this Agreement without closing.

7. **REAL ESTATE TAXES.** As Seller is a tax-exempt entity, any real estate taxes on the Property that become due and payable, shall be paid by Buyer.

8. **BROKERS.** Each party warrants and represents to the other party that it has no knowledge of any real estate broker or agent involved in this transaction. To the extent permitted by law, each party hereby agrees to indemnify, defend and hold harmless the other party from any and all losses, damages, costs and expenses, including reasonable attorney's fees, which the other party may sustain or incur by reason of any claim for a commission by, through or under the indemnifying party.

9. **INSURANCE AND CASUALTY LOSS:** The Property shall, until the full performance of this Agreement, be kept insured under the same terms as presently insured by the Seller, and, in case of any loss, this Agreement shall continue in force, and all sums recovered or recoverable on account of this insurance shall be paid over or assigned, on delivery of the deed, to the Buyer, unless the Property shall previously have been restored to their former condition by Seller.

10. **LEGAL PROCEEDINGS:** In the event any party hereto institutes legal proceedings against the other party hereto to enforce the terms of this Agreement, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party, its costs and expenses in such proceedings, including reasonable attorney's fees.

11. **ATTORNEYS' FEES:** To the extent the parties have consulted with, and/or utilized the services of, attorneys with respect to the negotiation and execution of this Agreement, each party shall bear their own costs.

12. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto and there are no other understandings, written or oral, relating to the subject matter hereof.

13. **AUTHORIZATION.** Buyer hereby represents and warrants that the individual executing this Agreement on behalf of the Buyer is fully authorized to so act on behalf of Buyer, and to take such actions required to consummate the transactions contemplated hereunder.

*[signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**BUYER**

By: *Faith Auto*  
Faith Auto, LLC  
By: *Charles DeBoeuf*

**SELLER**

By: *John Kamler*  
City of Owensville, MO  
By: Mayor John Kamler

## Exhibit A

A fractional part of Lots 1 and 2 of J.F. LANDWEHR ADDITION, Owensville, Missouri more particularly described as follows: Commencing at the Southwest Corner of Lot 1 of said J.F. LANDWEHR ADDITION; thence North  $0^{\circ}13'30''$  East, 106.98 feet along the East right of way of Cuba Street to the northwest corner of a parcel described in Gasconade County Deed Records at Document No. 2012-1759, the true point of beginning of the hereinafter described tract: Thence continuing North  $0^{\circ}13'30''$  East, 39.71 feet along said East right of way of Cuba Street; thence South  $89^{\circ}00'50''$  East, 56.00 feet; thence South  $89^{\circ}05'40''$  East, 44.18 feet to the East line of the aforesaid Lot 2 of J.F. LANDWEHR ADDITION; thence South  $0^{\circ}22'00''$  West, 38.39 feet along said East line to the northeast corner of the aforesaid Document No. 2012-1759 parcel; thence North  $89^{\circ}48'20''$  West, 100.09 feet along the North line of said Document No. 2012-1759 parcel to the true point of beginning. Above described tract contains 0.09 acre, more or less, per plat of survey J-3315B, dated January 16, 2023, by CM Archer Group, P.C.