

AGREEMENT FOR DONATION OF REAL ESTATE

This Agreement by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Carol A. Alspaugh, a widow, (hereinafter "Donor") is entered into on the date of the last signatory noted below.

WITNESSETH:

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. Donor agrees to donate and convey to City and City agrees to accept the donation of the following described real estate:

Approximately two hundred one acres, more or less, as shown in the Attachment A, attached hereto and part hereof,

subject to the following terms and conditions set forth herein:

2. Title to the property shall be conveyed by a general warranty deed and shall transfer fee simple title free of all liens and encumbrances. Merchantable title shall be defined by the title standards of the Missouri Bar.
3. Donor states she has no knowledge of any environmental hazards or violations existing on said property.
4. This transaction shall be closed on or before November 1, 2022, or at such other times as the parties may agree, at Boone Central Title Company, Columbia, Missouri, at which time title and possession shall be -transferred to City. City shall pay all costs of closing.
5. Real estate taxes for the year 2022 shall be prorated and Donor's portion of the taxes shall be paid to the Boone County Collector at time of closing.

6. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, successors and assigns of the parties.
7. This Agreement is contingent upon the approval of the City Council of Columbia, Missouri.
8. In the event Donor elects to claim a charitable contribution for said parcel, the value of the donation shall be established by appraisal at the Donor's expense. City agrees to sign an appropriate IRS form 8283 upon presentation by Donor, acknowledging receipt of the donation but not necessarily agreeing with the claimed fair market value.
9. Donor desires to suggest some restricted uses of the property and city accepts the property subject to Donor's wishes:
 - (a) The land shall be used as a City park into perpetuity;
 - (b) The park shall be named the John W. Alspaugh Park;
 - (c) The park shall be maintained as a greenspace, as opposed to developed into athletic fields or courts, and wildlife shall be protected as much as possible;
 - (d) No new hard surface traffic roads shall be constructed but nature walking trails may be established.
 - (e) There are two (2) known cemetery areas located on the property, including Antioch Cemetery and Hinkson Creek Cemetery. The Hinkson Creek Cemetery exact location is unknown other than reflected by headstones piled around a large oak tree in a wooded area on the south side of Mexico Gravel Road. City agrees to mow and generally maintain the area around the two (2) cemeteries. City will erect a moniker designating the general area of the Hinkson Creek Cemetery and create a nature trail that would provide access to the area designated as the cemetery. City shall not however, be obligated to restore, relocate or otherwise repair or maintain specific burial sites, human remains, or monuments.
 - (f) No motor vehicles or bicycles are allowed beyond the designated parking area
10. There are two "bottom fields" currently leased for crops but Grantor states and affirms both leases shall terminate at the end of harvest time of 2022 and tenants have no further rights beyond that date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

CITY:

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlton Seewood, City Manager



Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this____ day of_____, 2022, before me appeared De'Carlton Seewood, 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:_____

DONOR:

Carol Ann Alspaugh
Carol A. Alspaugh

Date: 9/21/22

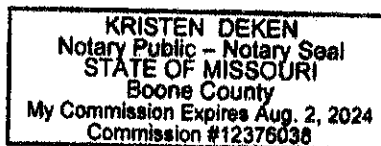
STATE OF Missouri)
) ss
COUNTY OF Boone)

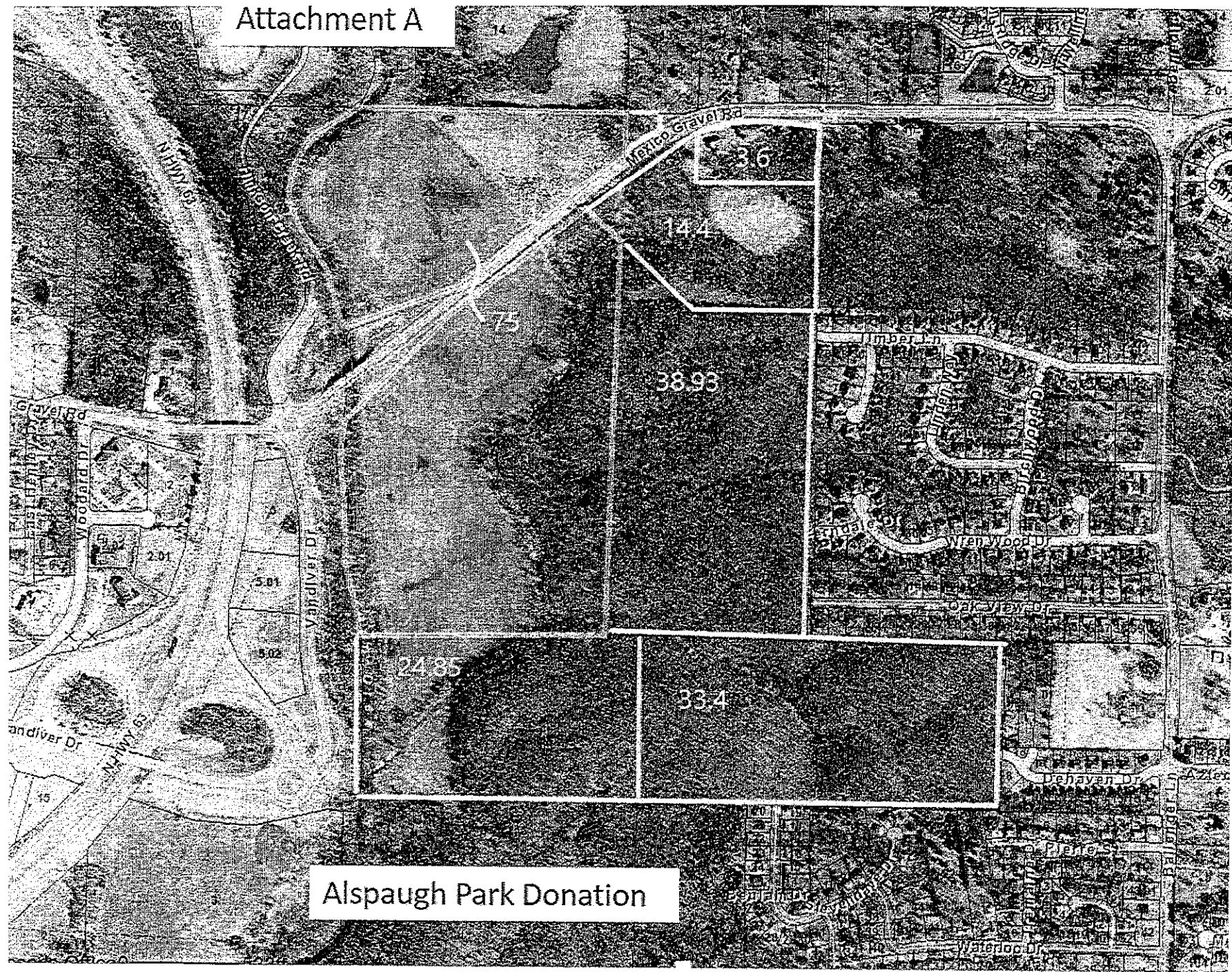
On this 21st day of September, 2022 before me, a Notary Public in and for said state, personally appeared, Carol A. Alspaugh, a widow, to me personally known, known to me to be the person described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that she executed the same as her free act and deed 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: 8/2/2024





Alspaugh Park Donation