

AGREEMENT FOR SALE AND DONATION OF REAL ESTATE

This Agreement by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Barry P. Stuart and Linda M. Stuart, husband and wife trustees of the Barry P. Stuart and Linda M. Stuart joint revocable living trust, (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 sell and donate and convey to City and City agrees to accept the transfer and donation of the following described real estate:
 - a. Approximately one hundred twenty acres, more or less, and described as the west half (W1/2) of the Northeast quarter (NE1/4) and the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of section 23 Township 47 North range 13 West in Boone County, Missouri.
Subject to the following terms and conditions set forth herein:
2. Sales price shall be six hundred fifty-three thousand dollars (\$653,000) payable in full at time of closing.
3. 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.
4. Donor states they have no knowledge of any environmental hazards or violations existing on said property.
5. This transaction shall be closed on or before December 10, 2023 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.
6. Real estate taxes for the year 2023 shall be prorated and Donor's portion of the taxes shall be paid to the Boone County Collector at time of closing.
7. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, successors and assigns of the parties.
8. This Agreement is contingent upon the approval of the City Council of Columbia, Missouri.
9. In the event Donor elects to claim a charitable contribution for said parcel, over

and above the purchase price 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. City does acknowledge that a Real Estate Appraisal Report dated February 16, 2023 puts the market value of this property at \$1,240,000 and City does not dispute the value.

10. 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 in perpetuity;
 - b. The park shall be named the Stuart Park.
 - c. The park shall be maintained as a greenspace with shelters, restrooms, trails, parking lots and other recreational amenities as opposed to developed into athletic fields, aquatic facilities or sports courts and wildlife shall be protected as much as possible;
 - d. No new hard surface traffic roads shall be constructed but nature walking and biking trails may be established.
 - e. No motor vehicles are allowed beyond the designated parking areas.

11. There is currently stored on the premises the following personal property and equipment: New Holland tractor, Kawasaki Mule, Grasshopper mower, chainsaws, welding equipment and miscellaneous shop tools. These items shall be included in the sale price and shall become the sole property of the City at closing. Donor shall deliver to City a bill of sale and any titles necessary to transfer these items. City shall accept these items as is.

[SIGNATURES ON FOLLOWING PAGES]

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 _____, 2023, 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: _____.

Stuart Family Property - 8850 South Stanley Poe Road

Personal Property included as part of land acquisition

| Item | Value |
|--|-----------------|
| New Holland Boomer 47 tractor | \$26,000 |
| Bush Hog 6 foot rotary mower | \$1,650 |
| Heavy duty 6 foot disc implement | \$1,000 |
| Balefork lift | \$150 |
| Kawasaki Mule 610 utility vehicle | \$3,400 |
| Hobert Ironman 2010 wire welder | \$1,250 |
| Dewalt chop saw and blades | \$200 |
| Lincoln AC-225 stick welder | \$450 |
| Multiple Stihl chainsaws | \$400 |
| Grasshopper 52" 18 hp mower | \$1,000 |
| Craftsman table saw | \$100 |
| Craftsman radial arm saw | \$100 |
| Craftsman drill press | \$50 |
| Oversize wrench and socket sets | \$150 |
| Assorted hand tools | \$200 |
| 50 t-posts | \$150 |
| 3-ton floor jack | \$50 |
| Metal cabinets | \$200 |
| 28-foot extension ladder | \$100 |
| Lowe 14-foot aluminum jon boat | \$150 |
| Two 30-gallon motorized spray tank | \$300 |
| Heavy duty log chains | \$50 |
| Halogen floor shop lights | \$50 |
| Misc. nails, bolts, nuts, shelving, etc. | \$50 |
| Total Value | \$37,200 |