

CONTRACT FOR SALE OF REAL ESTATE

This agreement is dated this ^{2ND} ~~1ST~~ day of June, 2016, by and between the City of Columbia, Missouri, a municipal corporation (hereinafter referred to as "CITY") and Karie L. Watson, a single person (hereinafter referred to as "Seller").

WITNESSETH:

1. City agrees to buy and Seller agrees to sell the following described real property being:

Lot Thirteen (13) of Jackson Subdivision of the Northeast Quarter (NE ¼) of Lot Seventy-five (75) in Garth's Addition to the City of Columbia, Boone County, Missouri, as shown by the Plat thereof recorded in Plat Book 4, Page 18, Records of Boone County, Missouri

on the following terms and conditions set out herein.

2. The purchase price for the property shall be One hundred forty seven thousand five hundred dollars (\$147,500.00) which shall be paid in full at time of closing.
3. Merchantable title of record and in fact as defined by the Missouri Bar Title standards shall be conveyed by warranty deed, free and clear of all encumbrances, except as hereinafter provided.
4. Seller shall obtain a commitment to title insurance issued by a title insurance company acceptable to City. The commitment must obligate the title insurance company to issue a title insurance policy to the City at closing which insures that Seller's title is free and clear of encumbrances. The amount of the title insurance shall be the purchase price. The premium shall be paid by the Seller at closing. The title insurance commitment must describe any exceptions to the policy, which will be issued immediately at closing. City shall pay half the closing fees charged by the title company.
5. Seller is not responsible for any environmental hazards, or unsafe conditions, within the meaning of federal or state environmental protection laws. Seller is not responsible for what City chooses to do with the real property, or any consequences therefrom. The real property is being sold "AS IS", with no warranties, express or implied.
6. This transaction shall be closed on or before August 1, 2016 or at such other time when the parties may agree at the office of the City Counselor, City of Columbia, Second Floor Daniel Boone/City Hall Addition Building, 701 East

Broadway, Columbia, MO 65201, at which time title to the property shall be delivered to City and all monies and papers shall be delivered and transferred.

7. Real estate taxes for the year 2016 shall be prorated and Seller's portion of said taxes shall be withheld from the purchase price at closing.
8. This agreement shall be binding upon and inure to the benefit of the heirs, administrators, successors and assigns of the parties.
9. This agreement is also contingent upon the property appraising for no less than One hundred forty seven thousand five hundred dollars (\$147,500.00) by a licensed appraiser selected by the City.
10. Seller shall retain and remove the kitchen faucet, two bath faucets, kitchen light, two bath lights and the downstairs bath vanity. Seller shall pay to the City seventy-five percent (75%) of her actual cost of purchase of these items to be credited to the City at closing.
11. Seller may at Seller's option, retain and remove the upstairs refrigerator at no cost, so long as she removes it on or before closing.
12. The HV/AC, stove, dishwasher, second refrigerator, and all other appliances and furniture remaining on the property upon closing shall become the property of the City.
13. The Seller has the property listed with a realtor and the Disclosure Addendum, marked Exhibit A is attached hereto and incorporated herein.
14. This agreement and all provisions herein are subject to and contingent upon the City of Columbia, Missouri City Council's final approval.
15. In addition, notwithstanding anything herein to the contrary, the undersigned employee of the City of Columbia does not have authority to bind the City of Columbia with respect to this Agreement or transaction contemplated hereby without the express authorization of the City of Columbia City Council, which may be given or withheld in its sole and absolute discretion. Accordingly, all obligations of the City of Columbia hereunder are conditioned upon such authorization.

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

[SIGNATURE PAGES FOLLOW]

CITY:

CITY OF COLUMBIA, MISSOURI

BY: _____
Mike Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. _____, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

John Blattel, Director of Finance

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this _____ day of _____, 2016 before me appeared Mike Matthes, 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

SELLERS: Karie L. Watson

Karie L. Watson
Karie L. Watson

STATE OF Missouri)
) ss
COUNTY OF Boone)

On this 2nd day of JUNE, 2016, before me, a Notary Public in and for said state, personally appeared, Karie L. Watson, 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.

Wendy Moreno Lister
Notary Public, Wendy Moreno Lister

WENDY MORENO LISTER
Notary Public - Notary Seal
Boone County, STATE OF MISSOURI
My Commission Expires November 30, 2019
Commission #11434957

DISCLOSURE ADDENDUM TO CONTRACT OR LEASE

This is an addendum to the contract/lease between the undersigned Seller/Landlord and the Buyer/Tenant for property located at: 1105 Again St, City Columbia, MO
The provisions of this addendum are incorporated by reference and made fully a part of the described contract/lease. All other terms and conditions of the contract/lease remain the same.

REAL ESTATE DISCLOSURES. Buyer/Tenant and Seller/Landlord confirm that they have received and read the Broker Disclosure Form prescribed by the Missouri Real Estate Commission and that disclosure of the licensee(s) brokerage relationship, as required by law and regulation, was made to the Seller/Landlord and the Buyer/Tenant or their respective agents, by said agents and/or any transaction broker, no later than the first showing of the property, upon first contact, or immediately upon the occurrence of any change to the relationship.

(Seller/Landlord) (Buyer/Tenant) is a licensed real estate broker or salesperson and is a principal party in this transaction.

Source(s) of Broker(s) compensation or commission. (check one, neither or both, as applies)

(Seller/Landlord) (Buyer/Tenant). Seller and Buyer each represent and warrant to the other and to the Broker(s) that the Broker(s) identified below is (are) the only real estate broker(s) involved in this sale.

Licensee assisting Seller/Landlord is a:

- Buyer's/Tenant's Limited Agent: Licensee is acting on behalf of the Buyer/Tenant.
- Seller's/Landlord's Limited Agent: Licensee is acting on behalf of the Seller/Landlord.
- Dual Agent: Licensee is acting on behalf of both Seller/Landlord and Buyer/Tenant.
- Designated Agent: Licensee has been designated to act on behalf of the Seller/Landlord.
- Transaction Broker Assisting Seller/Landlord: Licensee is not acting on behalf of either Seller/Landlord or Buyer/Tenant.

Licensee assisting Buyer/Tenant is a:

- Buyer's/Tenant's Limited Agent: Licensee is acting on behalf of the Buyer/Tenant.
- Seller's/Landlord's Limited Agent: Licensee is acting on behalf of the Seller/Landlord.
- Dual Agent: Licensee is acting on behalf of both Seller/Landlord and Buyer/Tenant.
- Designated Agent: Licensee has been designated to act on behalf of the Buyer/Tenant.
- Transaction Broker Assisting Buyer/Tenant: Licensee is not acting on behalf of either Buyer/Tenant or Seller/Landlord.
- Subagent of Seller: Licensee is acting on behalf of Seller.

LEGAL COUNSEL: The contract/lease has been approved for use by legal counsel for: (check one)
(Buyer/Tenant) (Seller/Landlord) as a legally binding contract/lease.

By signing below, the licensee(s) confirm making timely disclosure of its brokerage relationship to the appropriate parties.

Listing Licensee: Lisa L Woodhidge Date _____ Company House of Brokers Realty Inc
Selling Licensee: Lisa L Woodhidge Date _____ Company House of Brokers Realty Inc.

Seller/Landlord Date Buyer/Tenant Date

Seller/Landlord Date Buyer/Tenant Date

Approved by Legal Counsel for House of Brokers Realty, Inc. Jan 2012.

Exhibit A