

**CONTRACT FOR SALE OF REAL ESTATE**

This agreement is dated this 13<sup>th</sup> day of February, 2017, by and between Daniel Hilton, an individual (hereinafter referred to as "Seller") and, the City of Columbia, Missouri, a municipal corporation (hereinafter referred to as "Buyer"). Buyer's current address is 500 E Walnut Ste. 108, Columbia, Missouri 65201.

**WITNESSETH:**

1. Subject to the terms and conditions set forth herein, the Buyer agrees to purchase and the Seller agrees to sell certain real property and all improvements thereon commonly known as 6 Fourth Ave. in Columbia, Boone County, Missouri more particularly described as follows:  
  
Lot 11 of Guitar's Subdivision City of Columbia, Missouri, Recorded in Plat Book 1 Page 16 Boone County Missouri.
2. The real estate offered by Seller and being purchased by Buyer is sold pursuant to all rules and regulations of the Community Development Block Grant Program (CDBG) and the Department of Housing and Urban Development and certain regulations of 24 CFR 570.201-570.206, 24 CFR 570.207 (a)-(b) and 24 CFR 570.208 (a)-(d).
3. The purchase price for the property shall be SIX THOUSAND EIGHT HUNDRED FIFTY SIX DOLLARS (\$6,856.00) which Buyer agrees to be paid by City's Check at closing.
4. Conveyance shall be by general warranty deed in proper form for recording and shall convey marketable title as defined by the Title Standards of the Missouri Bar.

5. Possession of the property shall be delivered to Buyer following closing.
6. Buyer shall pay all recording fees.
7. Buyer shall pay the real estate taxes assessed from the closing date for the year of purchase and subsequent years. Seller shall pay prorated amount for real estate taxes beginning January 1, 2017 through date of closing.
8. Seller shall pay for the title insurance commitment premium. Seller shall pay the fee charged by the title company to handle the closing.
9. Seller shall, within thirty (30) days from the date of this contract, acquire a commitment from a company authorized to issue title insurance in Missouri agreeing to issue title insurance to the above described real estate in the name of the Buyer and Buyer shall have ten (10) days from receipt of the title commitment to examine title and make any objections to the title exceptions in writing to Seller. If Buyer makes no written objections within that time period, Buyer shall waive any right to make objection. In the event Buyer notifies Seller of a lawful objection, Seller shall have sixty (30) days to remove the encumbrance or defect. If Seller is unable to do so by closing, then Buyer may terminate this contract and this contract shall be void. For purposes of title, merchantable title shall be defined by the Missouri Bar Title Examination Standards and any objections must conform to those standards. The cost of the title commitment policy shall be taxed as closing costs to Seller.
10. All notices provided for in this contract may be delivered in person or by United States Mail.

Seller's mailing address is:  
Daniel Hilton II  
3501 E New Haven Rd #151  
Columbia Mo 65201

Buyer's Address is:  
City of Columbia  
Community Development  
Department, 500 E  
Walnut Ste. 108  
Columbia, MO 65201

11. This contract shall not be assignable by the Buyer.
12. This contract shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.
13. This contract constitutes the entire agreement between the parties and supersedes all previous discussions and agreements and may not be modified except in writing and executed by both parties.

14. This contract shall be construed in accordance with the laws of Missouri. Should any part of this contract be litigated, venue shall be proper only in the Circuit Court of Boone County, Missouri or the U.S. District Court for Western Missouri. If any term of this contract is found by a Court of competent jurisdiction to be void or invalid, such finding shall not affect the remaining terms of the contract which shall remain in effect.
15. This contract is contingent upon formal approval by the Columbia City Council.
16. This contract is contingent upon environmental clearance and release of funds by the U.S. Department of Housing and Urban Development.
17. Closing shall occur on or before May 19, 2017 at Boone Central Title Company.

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

SELLER:

*Daniel Hilton*  
Daniel Hilton II, a Single Person

STATE OF MISSOURI    )  
                                  ) ss  
COUNTY OF BOONE    )

On this 13<sup>th</sup> day of February, 2017, before me, a Notary Public in and for said state, personally appeared Daniel Hilton II, to me known to be the person described in and who executed the foregoing instrument.

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

*Jacob Amelunge*  
Notary Public

My commission expires: Dec 27, 2019.



JACOB AMELUNGE  
My Commission Expires  
December 27, 2019  
Boone County  
Commission #15235426

BUYER: City of Columbia, Missouri

By: \_\_\_\_\_  
Mike Matthes, City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sheela Amin, City Clerk

\_\_\_\_\_  
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.

By: \_\_\_\_\_

Director of Finance

STATE OF MISSOURI    )  
                                  ) ss  
COUNTY OF BOONE    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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

My commission expires: \_\_\_\_\_.

