

**CONTRACT FOR SALE OF REAL ESTATE**

This agreement by and between the City of Columbia, Missouri, a municipal corporation (hereinafter referred to as "City") and Union Electric Company d/b/a Ameren Missouri a Missouri corporation (hereinafter referred to as "Seller") is entered into on the date of the last signatory noted below (the "Effective Date").

**WITNESSETH:**

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

See Exhibit A attached hereto and incorporated herein,

on the following terms and conditions set out herein.

2. The purchase price for the property shall be Nine Hundred Fifty Thousand Dollars (\$950,000.00) payable to Seller at closing, by check drawn on the City of Columbia, MO.
3. Merchantable title of record and in fact shall be conveyed by special warranty deed, free and clear of all encumbrances other than Permitted Exceptions (as defined below).
4. Seller shall, within sixty (60) days from the Effective Date, obtain a commitment from Boone-Central Title Company agreeing to issue an owner's policy of title insurance, in an amount equal to the purchase price, insuring title to Property in the name of the City in fee simple absolute, free and clear of all liens and encumbrances other than Permitted Exceptions (as defined below). City shall have sixty (60) days from receipt of the title commitment to examine title and make any objections to the title exceptions in writing to Seller. If City makes no written objections within that time period, City shall waive any right to make objection and all title exceptions described in the title commitment shall constitute Permitted Exceptions. In the event City notifies Seller of a lawful objection, Seller shall have sixty (60) days to remove the encumbrance or defect. If Seller is unable to do so by closing, then City may either: 1) terminate this contract and this contract shall be void; or, 2) elect to close notwithstanding such uncured objections, in which event such objections shall constitute Permitted Exceptions. 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 paid by Seller.
5. City acknowledges that Seller has disclosed that the Property is a former manufactured gas plant and is subject to an Environmental Covenant with the

Missouri Department of Natural Resources that is filed of record at Boone County Recorder of Deeds as Instrument No. 2018017543 at Book 4941 at Page 45. Seller states it is currently compliant with all terms and conditions of the Covenant and will continue to comply until date of closing. City acknowledges and agrees that prior to closing it will have had full opportunity to inspect and investigate every aspect of the Property, including all matters related to the physical condition, zoning, environmental condition, title, leasing, contracts and all other matters of significance. Except for Seller's express obligations under this Agreement, City specifically acknowledges and agrees that the Property is being sold in an "AS IS" condition and "WITH ALL FAULTS" as of the date of the closing. Except as expressly set forth in this agreement, no statements, representations or warranties have been made or are made and no responsibility has been or is assumed by Seller and City is not relying upon any such statement, representation or warranty. Further, to the extent that Seller has provided to City information or reports regarding any inspection, engineering, environmental or other matters regarding any aspect of the Property and except as otherwise expressly set forth in this agreement, Seller makes no representations or warranties with respect to the accuracy, completeness, methodology of preparation or otherwise concerning the contents of such reports. City acknowledges that Seller has requested City to inspect fully the Property and investigate all matters relevant thereto and to rely solely upon the results of City's own inspections or other information obtained or otherwise available to City, rather than any information that may have been provided by Seller to City. City's acceptance of the deed for the Property shall constitute its irrevocable declaration that it has fully inspected the Property, or has been given a reasonable opportunity to do so, and that it is fully satisfied with every aspect of the condition of the Property.

In order to establish the current extent and nature of environmental contamination on any portion of the Property, City may obtain at City's expense an environmental assessment from a reputable engineering firm as soon as reasonably possible after execution of this contract. City shall provide copies of any assessments to Seller. The assessment shall reflect the presence or absence of hazardous waste, or unsafe vapors or other unsafe conditions or exposures within the meaning of federal and state environmental protection laws. If such tests and assessments reveal such unsafe conditions or contaminations that would prohibit City's intended use of the Property, in its present condition City shall have the option of accepting the Property as is or declaring this Contract void. City shall be responsible for any damages occurring during any environmental assessments and shall return the property to substantially the same condition as it was prior to any assessments. City shall comply with the Environmental Covenant during any assessment.

6. Seller represents it is not aware of any restrictive covenants affecting this Property or any portion thereof other than those of record.
7. Possession of the Property shall be delivered to City at closing.

8. Seller shall take all necessary steps to lawfully remove any tenants or squatters that may be occupying the Property and at closing shall verify no third party has any claim to the Property or possession thereof.
9. This contract shall be closed on or before November 30, 2021, or at such other time when the parties may agree at the office of the Boone Central Title Company, 601 East Broadway, Columbia, MO, at which time title to the Property shall be delivered to City and all monies and papers shall be delivered and transferred.
10. Real estate taxes for the year 2020 and prior shall be paid by Seller. Real estate taxes for 2021, if any, shall be prorated between the parties and Seller's portion of said taxes shall be withheld from the purchase price at closing and paid directly to the Boone County Collectors Office.
11. This contract shall be binding upon and inure to the benefit of the heirs, administrators, successors and assigns of the parties.
12. This contract shall be contingent upon the approval of the City Council of Columbia, Missouri.
13. This contract shall be contingent upon the successful passage of the November 2021 City of Columbia Parks and Recreation Ballot Initiative. In the event that the ballot does not pass, City may terminate this contract.
14. Closing costs shall be paid equally by the parties excluding the title commitment fee which shall be paid by Seller.
15. Parties agree there are no commissions being paid by either party relevant to this transaction.
16. Any notice under this contract shall be provided in writing and shall be effective when delivered in person or when mailed, postage prepaid, by Certified or Registered mail to the respective parties, addressed as follows:

**Seller:**

Union Electric Company d/b/a Ameren Missouri  
c/o Ameren Services  
Attn: Director, Real Estate Department (Agent for Seller)  
P.O. Box 66149 (M/C 700)  
St. Louis, Missouri 63166-6149

**City:**

City of Columbia  
Attn: John Glascock  
701 E. Broadway  
Columbia, MO 65205

and

City of Columbia  
Attn: Law Department  
701 E. Broadway  
Columbia, MO 65205

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

**City:**  
**City of Columbia, Missouri**

BY: \_\_\_\_\_  
John Glascock, City Manager



ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor

STATE OF MISSOURI    )  
                                  ) ss  
COUNTY OF BOONE    )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me appeared John Glascock, 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: \_\_\_\_\_.

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.

\_\_\_\_\_  
Director of Finance

**Seller:**

**Union Electric Company d/b/a Ameren  
Missouri, a Missouri corporation:**

By:   
Timothy E. Herrmann

Title: Senior Vice President

Date: March 4, 2021

ATTEST:

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

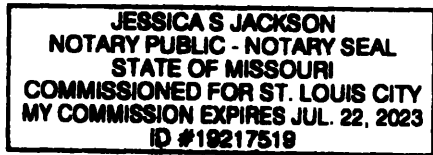
Name: \_\_\_\_\_


Title: \_\_\_\_\_

STATE OF Missouri )  
 ) ss  
COUNTY OF Boone )

On this 4th day of March, 2021, before me, a Notary Public in and for said state, personally appeared, Timothy E. Herrmann, to me personally known, who being by me duly sworn did say that they are Senior Vice President, and that this instrument was signed on behalf of Union Electric Company d/b/a Ameren Missouri, and further acknowledged that he executed the same as his free act and deed for the purpose therein stated and has been duly granted the authority to execute the same.

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



  
Notary Public

My commission expires: July 22, 2023.

## EXHIBIT "A"

Seller's property is identified by the following Descriptions and Tax ID Numbers and is more particularly located in the Southwest Quarter, Section 07, Township 48 North, Range 12 West, Columbia, Boone County, Missouri.

Parcel Numbers 17-117-00-00-004-00-01 & 17-117-00-14-002-00-01

**Tract 1** – Deed found in Book 174 at Page 14

A part of the West part of the South West quarter of Section Seven (7), Township forty-eight (48), Range twelve (12), in the Corporate limits of the City of Columbia, Boone County, Missouri, described as follows: Beginning at the North West corner of a tract of ground, in said quarter, bought by W. H. Judge of W. W. Payne and wife by deed dated September 27th, 1895, and recorded in the Recorder's office of said County, in Book 83, at page 625; thence eastwardly with the North line of said Judge's tract to the East line of the 2.17 acre tract bought by James .E. Johnson of Henry Cave and wife by deed recorded in the Recorder's office of said County in Book M. page 489; thence North with said East line 100 feet; thence westwardly parallel with Judge's North line to the East line of Orr Street, thence South by West with the East line of said Orr street to the beginning.

**Tract 2** – Deed found in Book 182 at Page 151

A part of the West part of the Southwest Quarter of Section 7 (Seven) Township 48 (Forty Eight) Range 12 (Twelve), in the corporate limits of the City of Columbia, Missouri, described as follows, to wit: Beginning at an iron post the Northwest corner of Judge and Sim's Subdivision of part of the Southwest Quarter of Section 7 (Seven) Township 48 (Forty Eight) Range 12 (Twelve) as recorded in the Recorder's Office of Boone County, Missouri in Plat Book Number 3 (Three) page 19 (Nineteen) thence North 17 (Seventeen) degrees 7 (Seven) minutes East 100 (One Hundred) feet to an iron post set for the Northwest corner of the tract heretofore deeded by Fannie M. Rice and Luther H Rice, her husband, to The Watts Engineering Company, as recorded in the Recorder's Office of Boone County, Missouri, in Book 110 (One Hundred and Ten) Page 365 (Three Hundred and Sixty Five), the point of beginning, thence North 17 (seventeen) degrees 7 (Seven) minutes East 97.3 (Ninety Seven and three tenths) feet to an iron post the South side of Paris Road, thence North 57 (Fifty Seven) degrees 20 (Twenty) minutes East with the South side of Paris Road 70 (seventy) feet, thence South 30 (Thirty) minutes West with the East line of the Johnson tract 144 (One Hundred Forty Four) feet to an iron post, thence North 80 (Eighty) degrees 50 (Fifty) minutes West 87 ½ (Eighty Seven and One Half) feet to the point of beginning, being a part of the tract conveyed by James E. Johnson, a single man, to Annie E. Quarles, Fannie M. Johnson, and Evermont E. Johnson, as recorded in the Recorder's Office of Boone County, Missouri, in Book 61 (Sixty One) Page 556 (Five Hundred and Fifty Six), and also being all that tract conveyed by Mrs. Annie Quarles and John C. Quarles, her husband, to Mrs. Fannie M. Rice, Wife of Luther H. Rice, as recorded in the Recorder's Office of Boone County, Missouri, in Book 94 (Ninety Four) Page 629 (Six Hundred and Twenty Nine), except that part of said tract heretofore conveyed by Fannie M. Rice and Luther H. Rice, her husband, to the Watts Engineering Company, as recorded in the Recorder's Office of Boone County, Missouri, in Book 110 (One Hundred and Ten) Page 365 (Three Hundred and Sixty Five), and said tract herein conveyed being as shown by City Survey Number 122 (One Hundred and Twenty Two) Page 142 (One Hundred and Forty Two), City Surveyor's Record, City of Columbia, Missouri.

**Tract 3** – Deed found in Book 187 at Page 266

Lot Number Two (2) of Judge and Sims' Sub-division of a part of the Southwest Quarter of Section Seven (7), Township Forty-eight (48), Range Twelve (12), in Columbia, Boone County, Missouri, according to plat and survey thereof made on September 5, 1925, filed for record in said Boone County, on December 5, 1925, and recorded in Plat Book 3, page 19, of the records of Boone County, Missouri.

**Tract 4** – Deed found in Book 363 AT Page 274

The West Forty-five (45) feet of the following described tract:

A part of the Southwest Quarter of Section 7, Township 48, of Range 12, in the City of Columbia, Missouri,

## EXHIBIT "A" (CONT.)

described as follows, to-wit:

Beginning at a point on the South side of Paris Road, which bears north fifty-nine (59) degrees east, two and seven hundredths (2.07) chains from a point on range line, ten and eighty hundredths (10.80) chains south of the Northwest corner of the Southwest Quarter of said Section Seven (7), thence North fifty-nine (59) degrees east one and seventy-seven hundredths (1.77) chains to a stake, thence East fifty-four (54) links, which is the northeast corner of Survey No. 1277, thence South one (1) degree east with the east line of said survey No. 1277, two and ninth-three hundredths (2.93) chains, thence West two and fifteen hundredths (2.15) chains to the east line of James E. Johnson tract, thence North two (2) chains to the point of beginning, except the south fifty (50) feet thereof, conveyed to John M. Botts by deed recorded in Book 98, Page 617 of the deed Records of Boone County, Missouri .

### **Tract 5** – Deed found in Book 363 at Page 273

Part of the Southwest Quarter of Section Seven (7), Township Forty-eight (48) of Range Twelve (12), being Tract No. A in Survey 7724 described as follows: Beginning at the Northeast corner of Survey 1277, South 69.58 feet to an iron for the Northeast corner of (A) continuing South 73.8 feet further to the Southeast corner of (A) and the Northeast corner of Botts tract, to an iron, thence Westerly along North line of Botts tract 96.9 feet, thence North parallel to St. James Street 70.1 feet; thence East to the beginning 96.9 feet. The iron at the southeast corner of (A) is 323.2 feet North of an iron at the North line of Ash Street in the City of Columbia, Missouri. Said Survey No. 7724 is recorded in survey Book 1947-19 at page 19, of the Survey Records of Boone County, Missouri, in Recorder's Office.

### **Tract 6** – Deed found in Book 363 at Page 272

A part of the Southwest Quarter of Section 7, in Township 48, of Range 12 and bounded as follows, to wit: Beginning at a point 2.93 chains south of the northeast corner of Survey No. 1277 on the east line of said survey, thence west 2.15 chains to the east line of a lot formerly owned by James E. Johnson, thence north 50 feet, thence east parallel with first line 2.15 chains, more or less, to the east line of said survey, thence south 50 feet to the beginning. The same being a strip 50 feet wide off of the south end of the tract of land conveyed by Western Herndon to Beverly T. Galloway by deed dated October 30, 1886 and recorded in Book 67 at page 147 of the deed records of Boone County, Missouri.

Subject to easements and restrictions of record.

### **Tract 7** – Deed found in Book 403 at Page 560

A part of the Southwest Quarter (SW 1/4) of Section Seven (7), Township Forty-eight (48), Range Twelve (12) in the City of Columbia, Boone County, Missouri, described as follows:

Beginning at a stone set for the southeast corner of B. F. Galloway lot on the west side of St. James Street, thence south with the west line of St. James Street, Forty-seven (47) feet, thence west one hundred forty-one and nine-tenths (141.9) feet to the east line of James E. Johnson lot; thence north with said line forty-seven (47) feet to the southwest corner of Galloway lot, thence east one hundred forty-one and nine-tenths (141.9) feet to the point of beginning;

Subject to easements and restrictions of record.

### **Tract 8** – Deed found in Book 407 at Page 693

A Part of the Southwest Quarter (SW 1/4) of Section Seven (7), Township Forty-eight (48), Range Twelve (12) in the City of Columbia, Boone County, Missouri, described as follows:

Beginning at a point forty-seven (47) feet south of the southeast corner of B. F. Galloway Lot, on the west side of St. James Street, thence south with the west line of St. James Street, forty-seven (47) feet to the northeast corner of a tract of land sold by Edward Gordon to Leo Sandifer by deed recorded in Book 187 at page 347, Deed Records of Boone County, Missouri, thence west one hundred forty-one and nine-tenths



## EXHIBIT "A" (CONT.)

(141.9) feet to a point on the east line of James E. Johnson Lot; thence north with said line forty-seven (47) feet; thence east one hundred forty-one and nine-tenths (141.9) feet, to the point of beginning.

**Tract 9** – Deed found in Book 407 Page 891

A Part of the Southwest Quarter of Section Seven (7), Township Forty-eight (48), Range Twelve (12) in the City of Columbia, Missouri, bounded as follows: Beginning 94 feet South of the Southeast corner of the B. F. Galloway Lot on the West side of St. James Street in Kelly's Addition to Columbia, Missouri, thence West 141.9 feet, thence South to a tract of land known as Old Woolen Mill Ground, thence in a Southeasterly direction along the North line of the Old Woolen Mill Ground to a point 55 feet West of the west line of St. James Street, thence South 24 feet, thence East 55 feet, thence North to the point of Beginning;

Subject to easements and restrictions of record.

**Tract 10** – Deed found in Book 700 at Page 590

A Lot of ground situated in the City of Columbia, Missouri, being a part of the Southwest Quarter of Section 7, Township 48 North, Range 12 West, described as follows: Beginning at the intersection of the North line of the extension of Ash Street with the West line of St. James Street; thence West on the North line of Ash Street 55 feet; thence North to the North line of a 44/100 acre tract; thence South 82° East to the West line of St. James Street; thence South along the West line of St. James Street 124 feet to the point of beginning, except 24 feet off the North end of the above.

Subject to easements and restrictions of record.

**Tract 11** – Deed found in Book 684 at Page 771

Lot No. 4 of Judge and Sim's Subdivision of a part of the Southwest Quarter of Section 7, Township 48 North, Range 12 West, in Columbia, Boone County, Missouri.

**Tract 12** – Deed found in Book 907 at Page 36

Lot number Three (3) in Judge and Sims Subdivision of a part of the Southwest Quarter (SW ¼) of Section Seven (7), Township Forty-eight (48) Range Twelve (12) in the City of Columbia, Boone County, Missouri.

**Tract 13** – Deed found in Book 908 at Page 923

Lot Number One (1) in Judge and Sims Subdivision of a part of the Southwest Quarter (SW ¼) of Section Seven (7), Township Forty-eight (48), Range Twelve (12) in the City of Columbia, Boone County, Missouri.

# EXHIBIT "A" (CONT.)

Seller's property is outlined in yellow in the below image.

