

CHARITABLE CONTRIBUTION AGREEMENT

THIS AGREEMENT, made and entered into as of the date of the last party to execute the agreement (hereinafter the "Effective Date"), by and between **MILL CREEK MANOR, INC.**, a Missouri corporation, hereinafter called "DONOR," and **THE CITY OF COLUMBIA, MISSOURI**, a municipal corporation, hereinafter called "DONEE".

W I T N E S S E T H:

In consideration of the respective covenants of the parties and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby mutually agree as follows:

1. That DONOR agrees to convey to DONEE as a charitable contribution, upon the terms and conditions herein set out, the following described property located in the City of Columbia, Boone County, Missouri, herein referred to as the "Property," to- wit:

Legal description set forth on Exhibit A attached hereto and incorporated herein by reference, together with all appurtenances thereto.

2. The value of the aforesaid Property for charitable contribution purposes shall be the appraised value of said Property. DONOR shall at DONOR'S expense obtain the appraisal of the Property, which qualifies as a Qualified Appraisal under the Internal Revenue Code, and deliver a copy of said appraisal to DONEE.

3. DONOR shall convey to DONEE at closing by General Warranty Deed fee simple absolute marketable title in fact to the above described Property free and clear of all liens, interests, leases, restrictions, easements and encumbrances, except subject to the Permitted Exceptions referred to below herein and subject to real estate taxes for the year in which the property is conveyed which shall be prorated as of the date of closing using the most current real estate tax assessment information furnished by the Boone County Assessor.

4. DONOR shall within ten (10) days after the Effective Date of this Agreement deliver to DONEE a commitment to issue an owner's policy of title insurance on the Property with the amount of the title insurance coverage to be the appraised value of the Property. The amount of title insurance coverage shall be added to the title insurance commitment prior to closing and such title insurance commitment shall name DONEE as insured and shall be executed by a reputable title insurance company licensed to write title insurance in Missouri, which policy shall insure the owner's title to be marketable in fact as called for by this Agreement and shall provide that a policy shall be issued to DONEE immediately after the DONOR'S General Warranty Deed to DONEE is filed of record in Boone County. The title insurance commitment and the title insurance policy shall include coverage against mechanic's liens and shall not exclude mechanic's lien coverage.

DONEE shall have the right to object to any matter shown in the title insurance commitment which DONEE believes may adversely affect the DONEE'S intended use of the Property by giving written notice of such to DONOR. If DONEE does not object to a matter which is shown in the title insurance commitment within ten (10) days after DONEE receives the title insurance commitment, DONEE shall be deemed to have waived the right to object to that particular item which shall be deemed a "Permitted Exception" except DONEE shall not be required to object to any lien on the Property and DONOR shall at closing procure the release of any liens on the Property. If DONEE objects to a matter shown in the title insurance commitment within the ten (10) day period, this Agreement shall be null and void unless the parties otherwise agree.

DONOR agrees to pay, discharge and procure release of any liens on the Property on or prior to the closing date.

After the DONOR'S General Warranty Deed has been filed of record, DONEE may, at its sole cost and expense, elect to obtain a title policy from the title insurance company based on the title insurance commitment delivered by DONOR.

5. DONEE shall, on DONOR's request, execute and deliver to DONOR a written acknowledgement of the noncash charitable contribution contemplated here in a form or format satisfactory to DONOR, including but not limited to, Part IV of IRS Form 8283. DONEE's obligation to execute and deliver such form shall survive the closing.

6. This Agreement shall be closed on or before 4:00 p.m. on the 31st day of December, 2017 at the office of Boone-Central Title Company, 601 East Broadway, Columbia, Missouri, or at such other time and place as the parties may mutually agree, at which time all monies and papers shall be delivered as specified herein and all other things called for by this Agreement at the time of closing shall be done.

7. DONOR shall pay the cost of the title insurance commitment, the closing service charge of the title company for closing services rendered in connection with the closing of this Agreement, the cost of preparation of the General Warranty Deed, and the recording fee for recording the General Warranty Deed and any other documents with the Recorder of Deeds.

8. All notices required or permitted hereunder shall be in writing, sent to the party to whom addressed at the following address(es) and shall be deemed delivered to, and received by, the other party when (i) actually received, if hand delivered, (ii) deposited with an overnight courier, package prepaid, or (iii) placed in the United States Mail, certified letter, return receipt requested, with postage prepaid; the said address(es) being as follows:

To DONOR:
Mill Creek Manor, Inc.
Attn. Fred Overton
104 East Broadway
Columbia, MO 65203

To DONEE:

City of Columbia
Attn: City Manager
City Hall
701 E. Broadway
Columbia, MO 65203

or at such other address as either party may specify by notice in writing to the other party.

9. The parties hereto agree that time is of the essence of each of the provisions of this Agreement.

10. This Agreement shall be governed by the laws of the State of Missouri and the jurisdiction and venue of any dispute between the parties in regard to this transaction shall be in the Circuit Court of Boone County, Missouri.

11. This agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the property.

12. The date of this Agreement shall be the date that the last party to this Agreement executed this Agreement.

13. The provisions hereof shall inure to the benefit of and shall be binding upon the respective parties hereto and to their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement the day and year last written below.

[signatures follow on next page]

DONOR:

MILL CREEK MANOR, INC.

By: _____
Printed Name: Doris Overton, President

Date: _____

ATTEST:

Fred Overton, Vice President

DONEE:

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

Exhibit A
Legal Description of Property

A TRACT OF LAND LOCATED IN THE NORTH HALF OF SECTION 20 AND IN THE SOUTHWEST QUARTER OF SECTION 17, BOTH IN TOWNSHIP 48 NORTH, RANGE 13 WEST BEING PART OF THE SURVEY RECORDED IN BOOK 739 PAGE 185, AND WARRANTY DEED RECORDED IN BOOK 3039, PAGE 72 AND BEGIN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 4 OF FOX LAIR, PLAT NO. 1 RECORDED IN BOOK 43, PAGE 5, AND WITH THE SOUTH LINE OF SAID LOT 4, S 61°33'15"E, 173.05 FEET TO THE WEST LINE OF GEORGETOWN WEST PLAT NO. 3 RECORDED IN BOOK 26, PAGE 13; THENCE LEAVING SAID SOUTH LINE AND WITH SAID WEST LINE, S 54°14'00"W, 55.97 FEET; THENCE S 43°04'15"W, 163.89 FEET; THENCE S 31°25'00"W, 134.11 FEET; THENCE S 6°27'50"W, 226.81 FEET TO THE NORTH WEST CORNER OF LOT 91 OF GEORGETOWN WEST PLAT NO. 4 RECORDED IN BOOK 28, PAGE 56; THENCE WITH THE WEST LINE OF SAID PLAT, S 8°17'10"W, 293.44 FEET TO THE SOUTHWEST CORNER OF LOT 93; THENCE LEAVING SAID WEST LINE AND WITH THE NORTH LINE OF LOT 95 OF SAID PLAT, N 88°39'30"W, 166.67 FEET TO THE NORTH WEST CORNER OF LOT 95; THENCE LEAVING SAID NORTH LINE AND WITH SAID WEST LINE OF SAID PLAT, S 9°28'05"W, 346.34 FEET TO THE NORTH LINE OF LOT 1 OF FOX LAIR NO. 3 RECORDED IN BOOK 50, PAGE 68; THENCE LEAVING SAID WEST LINE AND WITH THE NORTH LINE OF SAID LOT 1, N 54°02'25"W, 61.56 FEET TO THE NORTHEAST CORNER OF LOT 208 OF FOX LAIR PLAT 2 RECORDED IN BOOK 47, PAGE 68; THENCE WITH NORTH LINE OF SAID PLAT THEREOF, N 52°06'20"W, 362.08 FEET; THENCE S 89°54'30"W, 420.33 FEET TO THE CENTERLINE OF PERCHE CREEK; THENCE LEAVING SAID NORTH LINE AND WITH THE SAID CENTERLINE OF PERCHE CREEK, N 8°51'50"E, 103.55 FEET; THENCE N 1°49'15"W, 124.85 FEET; THENCE N 23°41'40"W, 117.96 FEET; THENCE N 12°59'45"W, 206.42 FEET; THENCE N 2°28'45"W, 165.30 FEET; THENCE N 11°39'20"W, 135.93 FEET TO THE SOUTH LINE OF GRAYSTONE PLAT 2 RECORDED IN BOOK 42, PAGE 25; THENCE LEAVING SAID CENTERLINE OF PERCHE CREEK AND WITH SAID SOUTH LINE, AND EXTENDED WITH THE SOUTH LINE OF GRAYSTONE PLAT 1-CORRECTED RECORDED IN BOOK 42, PAGE 5, S 82°59'20"E, 1055.78 FEET TO THE SOUTHEAST CORNER OF LOT 103 OF SAID GRAYSTONE PLAT 1-CORRECTED, SAID POINT BEING ON THE WEST OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17; THENCE LEAVING SAID SOUTH LINE AND WITH THE EAST LINE OF SAID GRAYSTONE PLAT 1-CORRECTED AND THE QUARTER-QUARTER SECTION LINE, N 1°03'00"E, 23.27 FEET TO THE SOUTHWEST CORNER OF LOT 103 OF FOX LAIR PLAT NO. 1A RECORDED IN BOOK 51, PAGE 8; THENCE LEAVING SAID WEST LINE AND WITH SAID SOUTH LINE OF LOT 103, N 49°45'25"E, 153.45 FEET; THENCE S 78°47'30"E, 54.82 FEET; THENCE N 11°12'30"E, 55.68 FEET; THENCE N 18°50'00"W, 53.68 FEET TO THE RIGHT-OF-WAY LINE OF DOLLY VARDEN DR.; THENCE LEAVING SAID LINE OF LOT 130 AND WITH SAID RIGHT-OF-WAY LINE, 35.02 FEET ALONG A 47.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD N 49°47'25"E, 34.21 FEET TO THE POINT OF BEGINNING AND CONTAINING 20.24 ACRES.