

## 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 Columbia School District No. 93, a Missouri public school district, whose address is 1818 West Worley Street, Columbia, Missouri 65203 (hereinafter referred to as "Seller") is entered into on the date of the last signatory noted below (the "Effective Date").

WITNESSETH:

1. In accordance with Section 2(b)(ii) of the Performance Contract executed by the Parties on July 18, 2018, City agrees to buy and Seller agrees to sell the following described real property (the "Property") being:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 47 NORTH, RANGE 13 WEST, CITY OF COLUMBIA, BOONE COUNTY MISSOURI BEING PART OF LOT 2 CPS MIDDLE SCHOOL SUBDIVISION AS SHOWN IN PLAT BOOK 52 PAGE 49 OF THE BOONE COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Lot 2A of CPS Middle School Plat 2

BEGINNING at the Northwest corner of Lot 2 of CPS Middle School Subdivision in Plat Book 52 at Page 49; thence along the North line of said Lot 2 also along the Township Line S 84°05'40"E, 247.44 feet; thence leaving said Township line also leaving the North line of said Lot 2 S 3°52'30"W, 671.98 feet to the South line of said Lot 2; thence following said line S 60°04'15"W, 256.72 feet to the platted Right-of-Way of Sinclair Road also being the West line of said Lot 2; thence along said Right-of-Way N 1°18'20"E, 632.01 feet; thence N 2°12'10"E, 192.29 feet to the POINT OF BEGINNING, containing 4.00 acres.  
Subject to Agreements and Easements of record.

To be known as Lot 2A of CPS Middle School Subdivision Plat 2.

on the following terms and conditions set out herein.

2. The purchase price for the Property shall be One Hundred Ninety-Five Thousand Five Hundred Dollars (\$195,500.00) 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 in substantially the same form as that contained in Exhibit A of this contract, free and clear of all encumbrances other than Permitted Exceptions (as defined below).

4. Buyer 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 the 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 twenty (20) 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 Buyer.
  
5. In order to establish whether any environmental contamination or hazard exists on any portion of the Property, City may obtain, at City's expense, a Phase I Environmental Survey from a reputable environmental engineering firm as soon as reasonably possible after execution of this agreement. The environmental study shall reflect the presence or absence of any hazardous waste, biological or environmental hazard or unsafe condition within the meaning of federal or state environmental protection laws. Buyer may enter onto the Property as part of the environmental study upon reasonable prior notice to Seller and during normal business hours, except Buyer shall not unreasonably interfere with any of Seller's operations on the Property or perform any scraping, drilling, boring, or other forms of invasive testing at the Property without Seller's consent. Seller shall use reasonable efforts to cooperate or otherwise assist Buyer in coordinating these inspections and providing any requested information, so long as such efforts are reasonable and will not result in an undue hardship on Seller. Within ten (10) days of the Effective Date, Seller shall provide Buyer a copy of any environmental surveys conducted by Seller on the Property. Buyer shall provide Seller with copies of the results and any reports from the survey within ten (10) days of the receipt thereof by Buyer. Buyer shall repair and restore any damage to the Property caused by such survey. Buyer shall be responsible for any claims, causes of action, damages, liability, or costs or expenses including but not limited to personal injury and death arising or resulting from such survey. If Buyer's survey reflects the possible existence of hazardous waste or any environmental hazard on the Property, the closing date shall be delayed for a reasonable period of time (not to exceed one hundred twenty days). Within this period of time, City, at its expense, shall arrange for additional environmental tests and studies to establish to City's satisfaction that there is no environmental contamination of the soil or groundwater on the Property which would impose any liability under any federal or state law for remediation of the condition by the City if City acquires the Property. If such tests

reveal or recognize environmental condition or contamination on the Property that requires remediation under federal or state law, City shall so notify Seller. Within ten (10) days of receipt of such notice, Seller must notify City whether or not Seller will remediate the contamination. If Seller fails to notify City within the ten (10) days, Seller shall conclusively be presumed to have decided not to remediate the contamination. If Seller decides not to remediate the contamination, City shall have the option of either purchasing the Property in its present condition and accepting any environmental contamination or hazard that exists on the Property as a Permitted Exception, or declaring this agreement void.

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 ~~June 24, 2021~~ <sup>OCTOBER 20, 2021 HW</sup>, 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, and the Board of Education of Columbia Public School District No. 93.
13. Closing costs shall be paid equally by the parties excluding the title commitment fee which shall be paid by Buyer.
14. Parties agree there are no commissions being paid by either party relevant to this transaction.

[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 Nos. \_\_\_\_\_, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

44008850-604990 00486;  
44008850-604990 00510; and  
44008850-604990 00662.

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

**Seller:**

**Columbia School District No. 93**

By: 

Name: Helen Wade

Title: Board of Education President

Date: 06/24/21

ATTEST:

By: 

Name: Heather McArthur

Title: Chief Financial Officer

STATE OF Missouri )  
 ) ss  
COUNTY OF Boone )

On this 24th day of June, 2021, before me, a Notary Public in and for said state, personally appeared, Helen Wade, to me personally known, who being by me duly sworn did say that they are Board of Education President, and that this instrument was signed on behalf of Columbia School District No. 93, and further acknowledged that he/she executed the same as his/her free act and deed for the purpose therein stated and has been duly granted the authority by said Board of Education 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: 10/03/21.



TRACY L. DAVENPORT  
My Commission Expires  
October 3, 2021  
Boone County  
Commission #13480320





**SPECIAL WARRANTY DEED**

This **SPECIAL WARRANTY DEED** is made and entered into as of June 24, 2021, by and between **Columbia School District No. 93**, a political subdivision and public school district of the State of Missouri (“Grantor”), as grantor, having an address at 1818 West Worley Street, Columbia, Missouri 65203, and the **City of Columbia, Missouri**, a municipal corporation (“Grantee”), as grantee, having an address at 701 E. Broadway, Columbia, Missouri 65205, and

WITNESSETH, THAT Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, does by these presents **BARGAIN AND SELL, CONVEY AND CONFIRM** unto Grantee the real estate (the “Property”) located in the County of Boone, State of Missouri, more particularly described as follows:

Located in CPS Middle School Subdivision, recorded in Plat Book 52 at Page 49 in the Northeast Quarter of Section 3, Township 47 North, Range 13 West, in Columbia, Boone County, Missouri.

Lot 2A

BEGINNING at the Northwest corner of Lot 2 of CPS Middle School Subdivision in Plat Book 52 at Page 49; thence along the North line of said Lot 2 also along the Township Line S84°05’40”E, 247.44 feet; thence leaving said Township line also leaving the North line of said Lot 2 S3°52’30”W, 671.98 feet to the South line of said Lot 2; thence following said line S60°04’15”W, 256.72 feet to the platted Right-of-Way of Sinclair Road also being the West line of said Lot 2; thence along said Right-of-Way N1°18’20”E, 632.01 feet; thence N2°12’10”E, 192.29 feet to the POINT OF BEGINNING, containing 4.00 acres.

**SUBJECT TO:** those matters listed on Exhibit A attached hereto (the “Permitted Exceptions”).

**TO HAVE AND TO HOLD** the Property, together with all rights and appurtenances belonging to the Property, unto Grantee and Grantee’s successors and assigns forever. Grantor covenants that Grantor shall and will WARRANT AND DEFEND the title to the Property unto Grantee and Grantee’s successors and assigns against the lawful claims of all person claiming by or through Grantor but none other, excepting, however, the general taxes for the calendar year 2020 and thereafter, the special taxes becoming a lien after the date of this Deed, and the Permitted Exceptions.

[SIGNATURE PAGE TO FOLLOW]


SIGNATURE PAGE FOR  
SPECIAL WARRANTY DEED

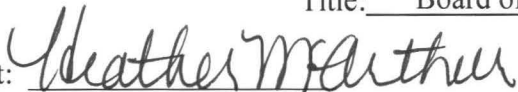
IN WITNESS WHEREOF, Grantor has executed this Deed as of the day and year first above written.

**GRANTOR:**

[SEAL]

**COLUMBIA PUBLIC SCHOOL DISTRICT NO. 93,**  
a political subdivision and public school district of the State of Missouri

By:   
Printed Name: Helen Wade  
Title: Board of Education President

Attest: 

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF BOONE     )

On this 24th day of June, 2021, before me, a Notary Public in and for said state, personally appeared, Helen Wade, to me personally known, who being by me duly sworn did say that they are Board of Education President, and that this instrument was signed on behalf of Columbia School District No. 93, and further acknowledged that he/she executed the same as his/her free act and deed for the purpose therein stated and has been duly granted the authority by said trustee 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.



TRACY L. DAVENPORT  
My Commission Expires  
October 3, 2021  
Boone County  
Commission #13480320

  
Notary Public

(SEAL)

My Commission Expires:





EXHIBIT A TO  
SPECIAL WARRANTY DEED

Permitted Exceptions

1. [to be provided from Title Commitment]