

CONTRACT FOR SALE OF REAL ESTATE

This Contract made by and between Make Holdings LLC, a Missouri corporation, 5309 Tiptree Court, Columbia, MO, hereinafter referred to as "**Seller**", and the City of Columbia, Missouri, a municipal corporation, hereinafter referred to as "**Buyer**", with an effective date of the last party to sign.

WITNESSETH:

For and in consideration of the mutual covenants and obligations of the parties hereto, Seller does hereby agree to sell and Buyer does hereby agree to buy, on the terms and conditions hereinafter set out, the following described real property located at West Gillespie Bridge Road, Columbia, Boone County, Missouri and described as set out in Exhibit A attached hereto, said Exhibit consisting of three pages and incorporated herein.

TERMS AND CONDITIONS

Sec. 1. Purchase Price:

Sec. 1.1. The purchase price of the property shall be the sum of One Hundred Ninety Four Thousand Dollars (\$194,000.00) payable by the Buyer to the Seller in full at closing.

Sec. 2. Marketable Title:

Sec. 2.1. The Seller shall deliver to Buyer at least thirty days prior to the date of closing a commitment to issue a standard ALTA owner's policy of title insurance on the property described herein. The Commitment made hereunder shall be in the amount of \$194,000.00, naming the Buyer as the insured and issued by Boone Central Title Company, a title insurance company licensed to write title insurance in Missouri, which policy shall insure the owner's title to be marketable in fact in accordance with the Title Examination Standards of the Missouri Bar and shall provide that a policy shall be issued immediately after the Seller's general warranty deed to the Buyer is placed of record. Prior to closing, Seller shall satisfy all title requirements stated in said commitment (exclusive of a requirement related to the Buyer) and Seller shall correct all

defects noted in said commitment which, if not corrected, would cause a failure of marketable title.

Sec. 2.2. The Seller shall make a diligent, good faith effort to satisfy said title requirement and correct said title defects as aforesaid, but if said requirements which are the Seller's obligation are not satisfied, title defects corrected and the Seller's liens of record removed, all on or before the date of closing, then the Buyer shall have the right, at the Buyer's option, to either:

A. Terminate this Contract, or

B. Waive such objections and accept such title as the Seller is able to convey, or

C. Extend the closing date by thirty (30) days to give the Seller sufficient time to correct the title objections. If the Buyer elects to extend the closing date by thirty (30) days and the Seller is unable to correct the title objections prior to the extended closing date the Buyer shall have the right, at the Buyer's option, to either terminate this Contract or to waive such objections and accept such title as the Seller is able to convey.

Sec. 2.3. If the Contract is terminated by the Buyer as provided in Sec. 2.2 hereof, the parties shall pay their respective share of the sale expenses incurred pursuant to Sec. 10 hereof and thereafter neither party shall have any legal or equitable claims against the other party for matters arising out of this Contract.

Sec. 3. Specific Conditions Precedent:

Sec. 3.1. The sale of this property is hereby specifically conditioned upon the formal approval of the City Council of Columbia, Missouri.

Sec. 4. Taxes:

Sec. 4.1. The real estate taxes due and payable for 2025 and prior years shall be paid by Seller. Real estate taxes for 2026 shall be prorated and Seller's portion shall be paid directly to the Boone County Collector at closing.

Sec. 5. Risk Of Loss:

Sec. 5.1. Seller shall maintain Seller's present insurance coverages on the real estate until closing.

Sec. 6. Default:

Sec. 6.1. In the event that this Contract shall not close due to the fault of the Buyer, the Seller shall have the right, at the Seller's option, to receive any earnest money deposit as liquidated damages for the Buyer's default, actual damages being difficult, if not impossible, to ascertain and to terminate this Contract in which event neither party shall have any further legal or equitable claims against the other party for matters arising out of this Contract.

Sec. 6.2. In the event that this Contract shall not close due to the fault of the Seller, the Buyer shall have the right, at the Buyer's option, to file suit against Seller for the specific performance of this Contract or to recover the damages incurred by the Buyer as a result of the Seller's default. If Buyer does not file suit against Seller for specific performance of this Contract or to recover damages within ninety (90) days after the Seller's default, the Buyer shall be deemed to have elected to terminate this Contract.

Sec. 6.3. The termination of this Contract pursuant to Sec. 2, 3 or 5, hereof shall not be considered a default by either party for purposes of this Sec. 6.

Sec. 7. Conveyance:

Sec. 7.1. At closing Seller shall convey the above described real property in fee simple to the Buyer by a general warranty deed, free and clear of liens and encumbrances, but subject to rights of way of streets, alleys and utilities, if any, of record or in being, over and across said lands.

Sec. 8. Closing And Possession:

Sec. 8.1. This Contract shall be closed at the office of the Boone Central Title Company on or before August 28, 2026, at which time the deed shall be delivered and all monies paid as required herein. Time shall be of the essence in

closing this transaction. The exact closing date shall be set by the Boone County Title Company giving notice of the closing date to the parties not less than seven (7) days prior to the closing date.

Sec. 8.2. Possession of the property shall be delivered to the Buyer immediately following closing, subject to 8.3.

Sec. 8.3. There are currently 2026 crops in the field on the north and south sides of Gillespie Bridge Road and will be ready for harvest in the fall of 2026. Seller shall retain the crops and income therefrom, and shall have temporary access to and from the crop fields for harvest purposes. The temporary access shall terminate on October 31, 2026 or whenever the crops have been harvested, whichever come first.

Sec. 9. Condition Of Property:

Sec. 9.1. Seller makes no representation, disclosures or warranties, express or implied, written or oral, concerning the condition of the property as it is vacant land.

Sec. 10. Sale Expenses:

Sec. 10.1. The Seller shall pay for satisfying all title requirements except these title requirements which relate to an obligation of the Buyer shall be satisfied at the Buyer's expense.

Sec. 10.2. The cost of the title search and the owners title insurance commitment and policy, shall be paid by Seller.

Sec. 10.3. Buyer shall pay all recording fees (excluding recording fees incurred to remove a title defect which is the Seller's obligation).

Sec. 10.4. The parties shall each pay one half of the closing fee.

Sec. 11. Binding Agreement:

Sec. 11.1. This Contract shall be legally binding on the parties hereto and on their heirs and assigns.

Sec. 11.2. This Contract constitutes the entire agreement between the parties hereto and all prior agreements, written or oral, are merged herein. The terms of this Contract shall survive the delivery of the deed and possession. This Contract may only be modified by a written instrument executed by all parties hereto.

Sec. 12. Notices:

Sec. 12. 1. Notices to the parties required hereby shall be given in writing and shall be deemed given when delivered personally or when sent by U.S. mail, certified return receipt requested, postage prepaid and addressed as follows:

TO SELLER

Eric Kaup
5309 Tiptree Court
Columbia, MO 65203

TO BUYER

Attn: Steven Van Matre
City of Columbia Law Department
P.O. Box 6015
Columbia, MO 65205
Steve.VanMatre@como.gov

Sec. 13. Construction:

Sec. 13.1. The captions and headings of this Contract are for convenience and reference only and shall not control or affect the meaning or construction of this Contract. Use of the masculine gender shall also be deemed to refer to the feminine gender and neuter gender and the singular to the plural unless the context clearly requires otherwise.

Sec.13.2. The parties warrant and represent the other there are no broker fees to be paid in this sale.

Sec. 13.3. The terms of this Contract shall be construed and enforced pursuant to the laws of the State of Missouri, and any litigation shall be in Boone County Circuit Court or the Missouri Western District federal court.

Sec.13.4. Signatures transmitted electronically by e-mail or by facsimile machines will be deemed the same as original signature except where original signatures are required for recording purposes.

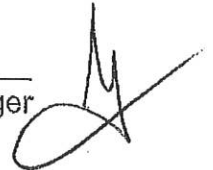
Sec.13.5. The parties warrant and represent to the other that they are not acting directly or indirectly for or on behalf of any person or entity named a Specifically Designated National and Blocked person as defined in Presidential Executive Order 13224.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written, executing this Contract in duplicate with each copy to be considered an original for all purposes.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlton Seewood, City Manager



Date: _____

Attest:

By: _____
Sheela Amin, City Clerk

Approved as to form:

By: _____
Nancy Thompson, City Counselor/svm

MAKE HOLDINGS LLC

By: Morgan Kay Eric Kay

Date: 6/1/26

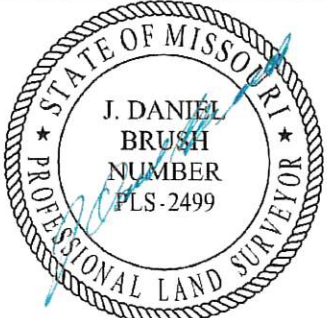

EXHIBIT A
PAGE 1 OF 3

TRACT 1

A TRACT LOCATED IN THE SOUTHEAST QUARTER OF SECTION 19 AND THE SOUTHWEST QUARTER OF SECTION 20 BOTH IN TOWNSHIP 48 NORTH, RANGE 13 WEST, BOONE COUNTY MISSOURI AND BEING PART OF THE TRACT DESCRIBED BY THE DEED IN BOOK 6116 PAGE 102, ALSO BEING, PART OF TRACT B AS SHOWN BY THE SURVEY IN BOOK 383 PAGE 960, ALL OF THE BOON COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING AT THE SOUTH EAST CORNER OF SAID SECTION 19, THENCE WITH THE SOUTH LINE OF SAID SECTION 19, ALSO BEING THE SOUTH LINE OF SAID TRACT B, N.88°42'30"W (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE), 160.07 FEET TO THE SOUTH WEST CORNER OF SAID TRACT B, ALSO BEING THE SOUTH EAST CORNER OF THE TRACT AS SHOWN BY THE SURVEY IN BOOK 6103 PAGE 35 OF THE BOONE COUNTY RECORDS; THENCE WITH THE WEST LINE OF SAID TRACT B, ALSO BEING THE EAST LINE OF THE TRACT AS SHOWN BY SAID SURVEY IN BOOK 6103 PAGE 35, N.00°18'00"E, 1531.40 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF GILLESPIE BRIDGE ROAD AS DESCRIBED BY THE QUIT CLAIM DEED IN BOOK 1087 PAGE 361 OF THE BOONE COUNTY RECORDS; THENCE N.24°19'40"W, 122.72 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID GILLESPIE BRIDGE ROAD, THE POINT OF BEGINNING;
THENCE FROM THE POINT OF BEGINNING, LEAVING SAID NORTH RIGHT OF WAY LINE N.00°16'50"E, 993.07 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT B; THENCE WITH SAID NORTH LINE S.89°04'50"E, 254.34 FEET, TO A POINT ON THE CENTERLINE OF PERCHE CREEK, ALSO BEING A POINT ON THE WEST LINE OF LOT 143 WESTCLIFF PLAT 1 AS SHOWN IN PLAT BOOK 38 PAGE 88 OF THE BOONE COUNTY RECORDS; THENCE WITH SAID CENTERLINE AND SAID WEST LINE S.39°20'20"E, 283.07 FEET; THENCE S.07°08'40"E, 341.91 FEET; THENCE S.17°02'40"W, 275.50 FEET; THENCE S.17°30'10"E, 188.53 FEET; THENCE S.49°00'10"E, 208.46 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE WITH SAID NORTH RIGHT OF WAY LINE, N.85°46'50"W, 107.97 FEET; THENCE N.87°29'00"W, 109.30 FEET; THENCE N.77°58'50"W, 106.29 FEET; THENCE N.71°07'30"W, 106.96 FEET; THENCE N.71°53'00"W, 75.54 FEET; THENCE N.65°00'30"W, 133.04 FEET, TO THE POINT OF BEGINNING AND CONTAINS 10.73 ACRES.

THIS DOCUMENT HAS BEEN SIGNED
AND SEALED ELECTRONICALLY

<p>PROJECT: GILLESPIE BRIDGE ROAD PROPERTY ACQUISITION PARCEL NUMBER: 16-419-20-00-002.00 01 OWNER: MAKE HOLDINGS LLC</p>	 <p>2026.05.29 09:11:24-05'00'</p> <p>J. DANIEL BRUSH PLS 2499</p>
 <p>701 E. BROADWAY, P.O. BOX 6015 COLUMBIA, MO. 65205 573-874-7266</p>	

TRACT 2

A TRACT LOCATED IN THE SOUTHEAST QUARTER OF SECTION 19 AND THE SOUTHWEST QUARTER OF SECTION 20 BOTH IN TOWNSHIP 48 NORTH RANGE 13 WEST BOONE COUNTY MISSOURI AND BEING PART OF THE TRACT DESCRIBED BY THE DEED IN BOOK 6116 PAGE 102, ALSO BEING PART OF TRACT B AS SHOWN BY THE SURVEY IN BOOK 383 PAGE 960 ALL OF THE BOON COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

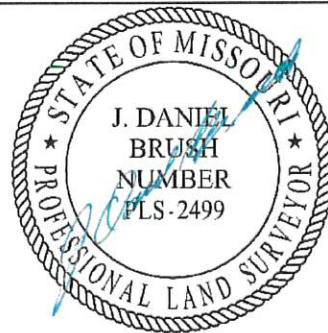
BEGINNING AT THE SOUTH EAST CORNER OF SAID SECTION 19, THENCE WITH THE SOUTH LINE OF SAID SECTION 19, ALSO BEING THE SOUTH LINE OF SAID TRACT B, N.88°42'30"W (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE), 160.07 FEET TO THE SOUTH WEST CORNER OF SAID TRACT B, ALSO BEING THE SOUTH EAST CORNER OF THE TRACT AS SHOWN BY THE SURVEY IN BOOK 6103 PAGE 35 OF THE BOONE COUNTY RECORDS; THENCE WITH THE WEST LINE OF SAID TRACT B, ALSO BEING THE EAST LINE OF THE TRACT AS SHOWN BY SAID SURVEY IN BOOK 6103 PAGE 35, N.00°18'00"E, 1531.40 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF GILLESPIE BRIDGE ROAD AS DESCRIBED BY THE QUIT CLAIM DEED IN BOOK 1087 PAGE 361 OF THE BOONE COUNTY RECORDS; THENCE WITH SAID SOUTH RIGHT OF WAY LINE S.64°32'10"E, 115.08 FEET; THENCE S.66°01'40"E, 118.21 FEET; THENCE S.72°52'50"E, 118.80 FEET; THENCE S.77°37'50"E, 124.05 FEET; THENCE S.85°46'50"E, 188.25 FEET TO A POINT ON THE CENTERLINE OF PERCHE CREEK, ALSO BEING, A POINT ON THE WEST LINE OF THE TRACT DESCRIBED BY THE DEED IN BOOK 5838 PAGE 129 OF THE BOONE COUNTY RECORDS; THENCE WITH SAID CENTERLINE AND SAID WEST LINE S.01°21'50"W, 78.81 FEET TO THE NORTH WEST CORNER OF LONGVIEW SUBDIVISION PLAT 1 AS SHOWN IN PLAT BOOK 28 PAGE 95 OF THE BOONE COUNTY RECORDS; THENCE CONTINUING WITH SAID CENTERLINE AND THE WEST LINE OF SAID LONGVIEW SUBDIVISIONS.02°19'20"W, 479.40 FEET; THENCE S.09°28'20"W, 844.67 FEET TO THE SOUTH WEST CORNER OF SAID LONGVIEW SUBDIVISION PLAT 1, ALSO BEING A POINT ON THE SOUTH LINE OF SAID SECTION 20; THENCE WITH SAID SOUTH LINE N.84°52'50"W, 323.33 FEET, TO THE POINT OF BEGINNING AND CONTAINING 19.17 ACRES.

THIS DOCUMENT HAS BEEN SIGNED
AND SEALED ELECTRONICALLY

PROJECT: GILLESPIE BRIDGE ROAD PROPERTY ACQUISITION
PARCEL NUMBER: 16-419-20-00-002.00 01
OWNER: MAKE HOLDINGS LLC



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COLUMBIA, MO. 65205
573-874-7266



2026.05.29 09:11:24-05'00'

J. DANIEL BRUSH PLS 2499

