

EXHIBIT "A"

REAL ESTATE PURCHASE CONTRACT

This Real Estate Purchase Contract is entered into and effective this ____ day of September 2021, by and between **CITY OF JOPLIN**, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "Seller", and **JASPER COUNTY SHELTERED FACILITIES ASSOCIATION**, a Missouri Nonprofit Corporation, d/b/a Community Support Services of Missouri, hereinafter referred to as "Buyer".

R E C I T A L S :

- A. Buyer desires to purchase from Seller the following:
- (i) that certain real property located in Joplin, Missouri, more particularly described on Exhibit "A" attached hereto (the "Land");
 - (ii) all right, title and interest of Seller in and to all oil, gas and other mineral rights appurtenant to the Land (the "Mineral Interests").

The Land and Mineral Interests are hereinafter collectively called the "Property".

B. Seller is willing to sell and convey the Property to Buyer on the terms and conditions hereinafter set forth.

A G R E E M E N T S :

In consideration of the covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. PROPERTY.

For and in consideration of the mutual obligations of the parties hereto, Seller agrees to sell, and Buyer agrees to buy, upon the terms and conditions hereinafter set out, the real estate described as follows:

All of Lots 17-22, inclusive, in Murphy's First Addition to the City of Joplin, Jasper County, Missouri AND the North 29.27' of Lot 185 and all of Lots 186-188, inclusive, and including all of the vacated alley located to the West of said lots in A F Frye's Addition to the City of Joplin, Jasper County, Missouri.

2. PURCHASE PRICE. The total purchase price for the Property (herein the "Purchase Price") shall be the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), payable as follows:

2.1 Earnest Money Deposit. Within five (5) business days after the full and final execution of this Agreement by both Buyer and Seller and as a condition precedent to the formation of this Agreement, Buyer shall deposit the sum of FIVE HUNDRED AND NO/100

DOLLARS (\$500.00) (the “Earnest Money Deposit”) with Abbey Title Company (the “Title Company”), whose mailing address is 2902 Arizona Ave, Joplin, MO 64804.

2.2 Cash at Closing. On the Closing Date, Buyer shall pay to Seller the balance of the Purchase Price in cash or other immediately available funds, subject to the prorations and adjustments set forth below.

3. CONVEYANCE FORM. Seller shall convey said tract of real estate to Buyer by Warranty Deed.

4. EXCEPTIONS. All real estate shall be conveyed subject to the following:

a) Special assessments made prior to the execution of this contract and becoming a lien thereafter;

b) Zoning ordinances in effect at the date of the signing of this contract;

c) Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

d) General taxes, state, county, and city, for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. RESTRICTIONS. Buyer acknowledges and agrees that the Property was acquired and approved in excess of \$25,000.00 with Community Development Block Grant Funds from the United States Department of Housing and Urban Development and was formerly known as the Joplin Senior Center. The Property is changing use and being sold in accordance with 24 CFR 570.505 following consultation with the public. However, the Property’s use must meet one of the national objectives specified in 24 CFR 570.208 for at least five (5) years from the date of transfer. If the Property’s use does not meet one of the national objectives during this time, Buyer shall pay Seller an amount equal to the current fair market value of the property, which the parties stipulate to be TWO HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$280,000.00). If Buyer fails or refuses to pay this amount within thirty (30) days of Seller’s written demand for payment, then the conveyance shall be void and the Property shall revert to Seller. This deed restriction shall be set forth in the deed of transfer to Buyer, and upon successful completion of the five (5) year period by Buyer, Seller will execute and record a release of the deed restriction.

6. MONITORING AND RETENTION. The Buyer will maintain all records with respect to any matters covered by this Contract and shall be made available to the City, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary by the City to ensure the Property continues to meet national objective specified in 24 CFR 570.208 for the period of deed restriction. The Buyer will maintain said records for a period of four years following the release of deed restriction.

7. CLOSING. If title is deemed good, the closing of this contract shall take place at Abbey Title Company on or before October 29, 2021, or at some other time the parties mutually agree on, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done.

8. POSSESSION. Seller shall deliver possession to Buyer at the closing of this contract.

9. IMPROVEMENTS. Seller agrees that all improvements now on the above-described real estate parcels shall be delivered to Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, Seller shall forthwith give Buyer written notice thereof; and Buyer, at its election, may void this contract by giving written notice thereof to Seller within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void. Buyer agrees that it is taking the Property and all improvements “as is” and “where is” in their current condition. Buyer agrees that no disclosure statement will be provided by Seller.

10. REPRESENTATIONS/WARRANTIES.

a) Buyer covenants and represents to Seller, which covenants shall be true and accurate at the time of closing, as follows:

1. Buyer is a duly organized, validly existing nonprofit corporation, is in good standing under the laws of the State of Missouri, and is possessed and vested with full power and authority to enter into and consummate this Contract and to perform Buyer's obligations hereunder.

2. Buyer is authorized to enter into this Contract and complete the transactions contemplated hereunder.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

b) Seller covenants, represents, and warrants to Buyer, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Buyer's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

11. RIGHT OF ENTRY. Seller acknowledges and agrees that prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate. In no event will Seller complete or pay for corrections, or provide a monetary adjustment in lieu thereof, regardless of the results of any inspection or test.

12. HOLD HARMLESS. Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach. In the event that Seller breaches this Agreement, after the City Council gives its approval, the Buyer's only remedy against the Seller is limited to reimbursement of Buyer's out of pocket costs related to this Contract, including only inspection and appraisal fees.

13. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

a) At closing, Buyer shall do the following:

1. Tender payment of the purchase price.
2. Execute and provide at closing, all documents reasonably required by the Seller for closing.

b) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyer, a Warranty Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances.

2. Execute and provide at closing, all documents reasonably required by Buyer for closing.

14. ASSIGNMENT. Neither party shall have the right and authority to assign this Contract without the other's consent.

15. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

16. BINDING EFFECT. The terms, provisions, covenants, and conditions in this Contract shall apply to, and inure to, the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as herein permitted.

17. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri. Venue for any dispute shall lie exclusively in the Circuit Court of Jasper County, Missouri.

18. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

19. POSSESSION. Seller shall provide Buyer full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises to be transferred to Buyer.

20. CONTINGENT ON APPROVAL. This contract is contingent upon Seller obtaining approval of this contract by its City Council, and the Buyer obtaining approval from its governing board, which Seller and Buyer shall obtain within thirty (30) days of the execution of the contract.

21. CONTINGENT ON FINANCING. This contract is contingent upon Buyer securing financing to close on this contract and purchase the Property.

22. REALTOR OR BROKER. Neither party has used a realtor or broker and no fee of any kind is owed.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

City of Joplin, Missouri, a
Missouri Municipal Corporation

Jasper County Sheltered Facilities
Association, a Missouri Nonprofit
Corporation, d/b/a Community Support
Services of Missouri

Nick Edwards
City Manager

By:
Its:

Attest:

Attest:

Barbara J. Gollhofer
City Clerk

Secretary

Approved as to Form:

Peter C. Edwards
City Attorney