Introduced by _			
First Reading	Second R	eading	
Ordinance No	Council B	sill No	B 79-14
A	N ORDINANCE		
approving a contract fo Enterprises, Inc. and the property located on Ne potential site for a home when this ordinance sha	e City of Columbia for orth Eighth Street less drop-in center;	or the purcha to be used and fixing the	as a
BE IT ORDAINED BY THE COUNC FOLLOWS:	IL OF THE CITY O	F COLUMBI	A, MISSOURI, AS
SECTION 1. The contract for sand the City of Columbia for the purchused as a potential site for a homeles content of the contract shall be substatatached hereto.	ase of property loca s drop-in center is h	ited on North nereby appro	Eighth Street to be ved. The form and
SECTION 2. This ordinance spassage.	shall be in full force	and effect	from and after its
PASSED this day	of	, 2	014.
ATTEST:			
City Clerk	Mayor an	d Presiding (	Officer
APPROVED AS TO FORM:			
City Counselor	-		

	эпсе	Payne Enterprises, Inc.	/City of Columbia	Counter-Offer #	5		
		×,	Missouri				
			REALTORS				
		Counter Of		<u> </u>			
Th	is document has	s legal consequences. I	f you do not under	stand it, consult your attorn	ey.		
ddition	al documents refe	erenced herein as part of	this Counter Offer.	Carefully read its terms and			
with an remain constit	y new propose ing unchanged ute the new offe	ed changes. Only the terms of the Contract er. THE TERMS OF AN	terms contained i (including any otl ( PREVIOUSLY RE	t be included in this Count n this Counter Offer, toge her addenda or riders attac EJECTED COUNTER OFFER GREEMENT BETWEEN THE	ther with the ched thereto R, IF NOT SE		
1. COU	INTER OFFERO	R. This Counter Offer is o	riginated by (check o	one): 🗶 Seller 🗌 Buyer ("Cou	ınter Offeror'		
				ncerns the Property described			
				Inc. Columbia, Missouri			
				Columbia, Missouri			
ours	SHEEL INOLUI, COIC						
(a) (b)	Earnest Money	deposit shall be		80,000.00			
(c)				2014 or before	,		
		the following (d-e) only					
(d)	(d) MSC-2010 - Financing Agreements, changed as follows (Note: MSC-2010 is not applicable to COM-2000 unless a government sponsored loan is involved):						
		<del>"</del>			Саррисасис		
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Page 1 of 2

MSC-2040

	Reference	Payne Er	nterprises, Inc. /City o	of Columbia	Counte	er-Offer#	5
42	(f) Other agreen	nents or continge	encies/conditions (sp	ecify form no. and	caption, if applic	able):	
43 44 45 46 47	The Rezoning C Line 70A Sell	Contingency (#3 c er to provide title	ate for response to C on Exhibit A) shall be insurance at his cos	removed from the	contract		
48 49							
50	4. TIME FOR	ACCEPTANCE	. This Counter Offer Itract on or before	must be accepted	by the Counter-	Offeree, in th	ne manner
51 52	"Acceptance D	eadline"): other	wise, it shall be consi	dered withdrawn. E	xcept as modifie	d above in th	is Counter
53	Offer, the parties	s accept and agre	ee to all terms and co	nditions of the above	ve Contract, all o	f which are h	ereby fully
54	incorporated he	rein by this refer	rence. The use of an	y capitalized terms	s not otherwise	defined herei	n shall be
55	given the same	meaning as set	forth in the Contract	In the event of an	y inconsistency	between the	terms set
56	forth herein and	the terms set to	orth in the Contract.	the terms set forth	herein shall cor	ntrol. Until thi	s Counter
57 58	sell the Property		rues understand that	Counter-Offeror in	ay williulaw lins	Counter One	t to buy or
50	sell the moperty					1.6	
59		Ja V	( an		Date	2/8/2014	
60	Signature of G	ounter-Offeror	(Check one (1) below	w, as applicable)			
61	Seller	Buyer ("C	ounter-Offeror")				
62	/				Date	00000000000000000000000000000000000000	
63	Signature of C		(Check one (1) below				
64	Seller	Buyer ("C	counter-Offeror")	,, ,			
65 66 67 68 69 70	Accept. By signing term(s) and condit Counter Offer, including	g below, the und ion(s) contained uding all attached	lersigned (the "Coun in this Counter Off decouments (if any), theck one (1) below, a	nter-Offeree") ager, and hereby accarded acknowledge	ree to the modif cept the Contra receipt of a copy	fication(s) or ct, as modifi hereof.	ed by this
71	Seller X	•					
72				Date	Time	<b>)</b>	m.
73	Signature of Co	unter-Offeree					
74	Seller	Buyer (Cou	nter-Offeree)				
75 76 77	Reject or New C additional term(s Counter Offer (ini	and condition(s	By initialing below, the contained in this Coable).	e Counter-Offeree( Counter Offer, but	s) do not agree t either reject the	o the modific same or ma	ation(s) or ike a new
78		Reiect (Initial)	. Counter-Offeree(	s) <b>reject</b> this Coun	ter Offer, and ac	knowledge r	eceipt of a
79	copy hereof.				,		•
08			Offer (Initial). Coun				
81 82	hereby make a ne attached and inco		. Counter Offer # Contract.	, W	hich amends the	terms of the	Contract, is
	legal validity or adequat	cy of this Counter Offer	y by members of the Misso r. or that it complies in every s in each transaction, may ea	y respect with the law or I	that its use is appropri	iate for all situatio se made.	
	MSC-2040						Page 2 of 2
		g					÷
			Printed Using formsRus.com On-	Line Forms Software 1/14			

Reference		Payne Enterprises - City of	Columbia	Counter-Offer #	4
	•	.H _			



		REALIURS
		Counter Offer # 4
	Th	is document has legal consequences. If you do not understand it, consult your attorney.
Th ad	is Co	ounter Offer is part of an offer to buy or sell the Property. Carefully read its terms and those of any all documents referenced herein as part of this Counter Offer.
wii rer co	th ar maini nstiti	ceptable terms set forth in a previous Counter Offer must be included in this Counter Offer along by new proposed changes. Only the terms contained in this Counter Offer, together with the new offer the Contract (including any other addenda or riders attached thereto), ate the new offer. THE TERMS OF ANY PREVIOUSLY REJECTED COUNTER OFFER, IF NOT SET HEREIN, SHALL NOT BECOME A PART OF THE FINAL AGREEMENT BETWEEN THE PARTIES.
1.	cou	NTER OFFEROR. This Counter Offer is originated by (check one):   Seller  Buyer ("Counter Offeror")
2.		TIES/PROPERTY. This Counter Offer between the parties concerns the Property described below.  Payne Enterprises Corp
	Russ	r: Mike Matthes, City Manager, City of Columbia, Missouri
		erty commonly described as: Lot 6 J C Add Sur 89/6
		8th Street North, Columbia, MO, 65201, Boone County
3.	agre spec	NGED TERMS. Acceptance of the above-described Contract is subject to the following changed ements and/or contingencies/conditions (only terms that are changing from the original Contract should be slifted):
	(a)	Purchase price shall be \$65,000.00
	(b)	Earnest Money deposit shall be
	(c)	Closing date shall beApril 30, 2014
		Check the following (d-e) only if applicable:
	(d)	☐ MSC-2010 - Financing Agreements, changed as follows (Note: MSC-2010 is not applicable to COM-2000 unless a government sponsored loan is involved):
	and the same	
,		
	(e)	MSC-2020 - Contract Conditions, changed as follows:
	***************************************	

/+1 / 3s			4	6 16		
• •	•		*	(specify form no. and of Counter Offer #3 is w	raption, il applicable): vaived.	
					contract.	
Line	70a - Seller	to provide	litte Insurance at his c	ost.		
set fo <b>"Acc</b> Offer	orth in Section of the parties of th	on 30 of the eadline"); of accept and	e Contract on or before otherwise, it shall be co d agree to all terms and	onsidered withdrawn. Ex d conditions of the abov	by the Counter-Offeree, in 20, at xcept as modified above in re Contract, all of which are	m. (th this Counte e hereby full
given forth Offer	i the same herein and has been a	meaning a the terms accepted, the	s set forth in the Contra set forth in the Contra	ract. In the event of an act, the terms set forth	s not otherwise defined he y inconsistency between herein shall control. Until ay withdraw this Counter C	the terms so this Counte
sen u	ne Property	1 1/11	last -		Date 2-6-14	
			eror (Check one (1) b			
			("Counter-Offeror"			
N		<b>,,</b>				
					Date	
Sign	ature of C	ounter-Off	eror (Check one (1) b	elow, as applicable)		
	Callan		("Counter-Offeror"			
		_				
5. ACC Accept. term(s)	EPTANCE/ By signing and conditi	REJECTION (Seconds)	ON OF (OR NEW) CO e undersigned (the "C ained in this Counter ached documents (if a	UNTER OFFER. (sign Counter-Offeree") ago Offer, and hereby acc ny), and acknowledge r	or initial as applicable) ree to the modification(s) cept the Contract, as mo eccipt of a copy hereof.	or additions dified by thi
5. ACC Accept. term(s) Counter	EPTANCE/ By signing and conditi Offer, inclu	REJECTION (The second on Rejection on Reject	ON OF (OR NEW) CO e undersigned (the "C ained in this Counter ached documents (if ai	UNTER OFFER. (sign Counter-Offeree") ago Offer, and hereby acc ny), and acknowledge r Date	ree to the modification(s) cept the Contract, as mo	or additions dified by thi
5. ACC Accept. term(s) Counter	EPTANCE/ By signing and conditi Offer, inclu- ure of Cou	REJECTION (No. 1) REJECTION (N	ON OF (OR NEW) CO e undersigned (the "Cained in this Counter ached documents (if an ee (Check one (1) belower	UNTER OFFER. (sign Counter-Offeree") ago Offer, and hereby acc ny), and acknowledge r Date	ree to the modification(s) cept the Contract, as mo receipt of a copy hereof.	or additions dified by thi
5. ACC Accept. term(s) Counter	EPTANCE/ By signing and conditi Offer, inclu- ure of Cou	REJECTION (No. 1) REJECTION (N	ON OF (OR NEW) CO e undersigned (the "C ained in this Counter ached documents (if ai	UNTER OFFER. (sign Counter-Offeree") ago Offer, and hereby acc ny), and acknowledge r Date	ree to the modification(s) cept the Contract, as mo receipt of a copy hereof.	or additions dified by thi
5. ACC Accept. term(s) Counter	EPTANCE/ By signing and conditi Offer, inclu- ure of Courseller	REJECTION (No. 1) REJECTION (N	ON OF (OR NEW) CO e undersigned (the "Cained in this Counter ached documents (if an ee (Check one (1) below) (Counter-Offeree)	UNTER OFFER. (sign Counter-Offeree") ago Offer, and hereby acc ny), and acknowledge r Date w, as applicable)	ree to the modification(s) cept the Contract, as mo receipt of a copy hereof.  Time	or additiona dified by thi
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5. ACC Accept. term(s) Counter	EPTANCE/ By signing and conditi Offer, inclu- ure of Courseller	REJECTION (No. 1) REJECTION (N	ON OF (OR NEW) CO e undersigned (the "Cained in this Counter ached documents (if an ee (Check one (1) below) (Counter-Offeree)	UNTER OFFER. (sign Counter-Offeree") ago Offer, and hereby acc ny), and acknowledge r Date w, as applicable)	ree to the modification(s) cept the Contract, as mo receipt of a copy hereof.  Time	or additiona dified by thi
5. ACC Accept. term(s) Counter  Signat  Signat  Reject addition	By signing and condition offer, inclusive of Course of Courseller or New Condition or New Condition (s)	REJECTION (Including all attainmenter-Offerometer-Offe	ON OF (OR NEW) CO e undersigned (the "Cained in this Counter- ached documents (if ai ee (Check one (1) beloe (Counter-Offeree) ree (Counter-Offeree)	UNTER OFFER. (sign Counter-Offeree") agi Offer, and hereby acc ny), and acknowledge r  Date w, as applicable)  Date	ree to the modification(s) cept the Contract, as mo receipt of a copy hereof.  Time	or additional diffed by this different by this different by the different
5. ACC Accept. term(s) Counter  Signat  Signat  Reject addition	By signing and condition offer, inclusive of Course of Courseller or New Condition or New Condition (s)	REJECTION (Inc.)  REJECTION (I	ON OF (OR NEW) CO e undersigned (the "Cained in this Counter ached documents (if ained (Check one (1) below (Counter-Offeree)  Tree (Counter-Offeree)  Tere. By initialing below that it is applicable).	UNTER OFFER. (sign Counter-Offeree") agi Offer, and hereby acc ny), and acknowledge r  Date w, as applicable)  Date  Date  Date	ree to the modification(s) cept the Contract, as mo receipt of a copy hereof.  Time  Time  Time	or additionadified by thi
5. ACC Accept. term(s) Counter  Signat  Signat  Reject addition Counter	By signing and conditi Offer, inclusion of Course of Cou	REJECTION (Inc.)  REJECTION (I	ON OF (OR NEW) CO e undersigned (the "Cained in this Counter ached documents (if ained (Check one (1) below (Counter-Offeree)  Tree (Counter-Offeree)  Ter. By initialing below the tion (s) contained in the applicable).  Initial). Counter-Offere	UNTER OFFER. (sign Counter-Offeree") agi Offer, and hereby acc ny), and acknowledge r  Date w, as applicable)  Date  the Counter-Offeree(s) is Counter Offer, but one	ree to the modification(s) cept the Contract, as mo eccipt of a copy hereof.  Time  Time  S) do not agree to the mode either reject the same or the contract of the contract o	or additional diffed by this continue. The continue of the con
5. ACC Accept. term(s) Counter  Signat  Signat  Reject addition Counter  copy he	By signing and condition offer, inclusioned from Seller or New Consultation of Country o	REJECTION REJECT	ON OF (OR NEW) CO e undersigned (the "Cained in this Counter ached documents (if ained documents) (Counter-Offeree)  Tee (Counter-Offeree)  Ter. By initialing below tion(s) contained in the applicable).  Initial). Counter-Offer (Initial). Counter Offer (Initial).	UNTER OFFER. (sign Counter-Offeree") agi Offer, and hereby acc ny), and acknowledge r  Date w, as applicable)  Date  the Counter-Offeree(s) is Counter Offer, but one	ree to the modification(s) cept the Contract, as mo eccipt of a copy hereof.  Time  Time  Time  s) do not agree to the modeither reject the same or	or additionadified by thi
Signat  Signat  Signat  Signat  Signat  Reject addition Counter  copy he hereby attache Approved legal valic customs a	By signing and condition offer, inclusion of Course of Courseller or New Consulter (Initial Consulter (Initial Consulter (Initial Course) of Course of Courseller (Initial Course) of Cour	REJECTION (Inc.)  REJECTION (Inc.)  Relow, the content of the cont	ON OF (OR NEW) CO e undersigned (the "Cained in this Counter ached documents (if ained documents) (Counter-Offeree)  The counter-Offeree (Counter-Offeree)  The counter-Offer (Initial) Counter Offer (Initial) Counter (Initial	UNTER OFFER. (sign Counter-Offeree") agi Offer, and hereby acc ny), and acknowledge r  Date w, as applicable)  Date  Date  the Counter-Offeree(sis Counter Offer, but even the counter offer, but even the counter-Offeree(s) acknowledge r  Misseuri REALTORS®, Columb	ree to the modification(s) cept the Contract, as mo eccipt of a copy hereof.  Time	or additional diffied by this diffication (s) or make a new e receipt of a cy hereof and the Contract, is a implied as to the

Reference	Payne Enterprises - City of Columbia	Counter-Offer #	4
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## Counter Offer #

	Th	is document has legal consequences. If you do not understand it, consult your attorney.
		ounter Offer is part of an offer to buy or sell the Property. Carefully read its terms and those of any al documents referenced herein as part of this Counter Offer.
witi rem cor	h an naini nstiti	ceptable terms set forth in a previous Counter Offer must be included in this Counter Offer along my new proposed changes. Only the terms contained in this Counter Offer, together with the ing unchanged terms of the Contract (including any other addenda or riders attached thereto), ute the new offer. THE TERMS OF ANY PREVIOUSLY REJECTED COUNTER OFFER, IF NOT SET HEREIN, SHALL NOT BECOME A PART OF THE FINAL AGREEMENT BETWEEN THE PARTIES.
1. (	cou	INTER OFFEROR. This Counter Offer is originated by (check one):  Seller X Buyer ("Counter Offeror")
2.	PAR	TIES/PROPERTY. This Counter Offer between the parties concerns the Property described below.
;	Selle	er: Payne Enterprises Corp
-	Buye	er: Mike Matthes, City Manager, City of Columbia, Missouri
1	Prop	erty commonly described as: Lot 6 J C Add Sur 89/6
		8th Street North, Columbia, MO, 65201, Boone County
		ements and/or contingencies/conditions (only terms that are changing from the original Contract should be cified):  Purchase price shall be \$65,000.00  Earnest Money deposit shall be
	(c)	Closing date shall be April 30, 2014
		Check the following (d-e) only if applicable:
	(d)	☐ MSC-2010 - Financing Agreements, changed as follows (Note: MSC-2010 is not applicable to COM-2000 unless a government sponsored loan is involved):
	······	
	(e)	MSC-2020 - Contract Conditions, changed as follows:
	·····	

	Reference	<u>Payne</u>	Enterprises - City of	Columbia	Counter-Offer#	4
2	(f) Other agre	eements or conting	encies/conditions (s	pecify form no. a	nd caption, if applicable):	
3	All parties ag	ree that time and d	ate for response to	Counter Offer #3	is waived.	
5	The Rezonin	g Contingency (#3	on Exhibit A) shall b	e removed from t	he contract.	
6 7 8 9	Line 70a - Se	eller to provide title				
50 51 52 53 54 55 56 57 58	set forth in Se "Acceptance Offer, the par incorporated given the sal forth herein a Offer has been	ection 30 of the Content Deadline"); other ties accept and agriculture herein by this referme meaning as set and the terms set from accepted, the party	ntract on or before wise, it shall be considered to all terms and or rence. The use of a forth in the Contract forth in the Contract arties understand that	sidered withdrawn onditions of the a ny capitalized te tt. In the event of the terms set fo t Counter-Offeror	ed by the Counter-Offeree, in , 20 , at a. Except as modified above in a bove Contract, all of which are rms not otherwise defined her any inconsistency between the theorem is shall control. Until the may withdraw this Counter Offer 2 - 6 - 14	, m. (the this Counter hereby fully ein shall be terms sethis Counter fer to buy or
0	• •	1 .	(Check one (1) belo			
1	•	r_ <b>x</b> Buyer_("(	•	m, as apphoasio	,	
2					Date	
3	Signature o	f Counter-Offeror	(Check one (1) belo	ow as applicable		
34	_	r Buyer ("(		on, de application	/	
65 66 67 68	5. ACCEPTAN Accept. By sign term(s) and con	CE/ REJECTION Coning below, the undition(s) contained	OF (OR NEW) COUI dersigned (the "Co d in this Counter Of	unter-Offeree") fer, and hereby	sign or initial as applicable) agree to the modification(s) of accept the Contract, as modige receipt of a copy hereof.	
9				Date	Time	.m
O,	Signature of (	Counter-Offeree (C	Check one (1) below,	as applicable)		
1	Seller_	Buyer (Cou	ınter-Offeree)			
2		0		Date	Time	,m
'3 '4		Counter-Offeree Buyer (Cou	inter-Offeree)			
**			·			
'5 '6 '7	additional tern	v Counter Offer. n(s) and condition( (initial one, as appli	s) contained in this	ne Counter-Offere Counter Offer, b	ee(s) do not agree to the modif out either reject the same or n	ication(s) or nake a new
'8 '9	copy hereof.	Reject (Initial	). Counter-Offered	e(s) <b>reject</b> this Co	ounter Offer, and acknowledge	receipt of a
30					cknowledge receipt of a copy	
31 32	attached and in	ncorporated into the	e Contract.		, which amends the terms of the	
	legal validity or ade	quacy of this Counter Offe	er, or that it complies in eve	ery respect with the law	lumbia, Missouri. No warranty is made or r or that its use is appropriate for all situa nents to this Counter Offer be made.	implied as to the

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Last Revised 12/31/10.

Page 2 of 2

					<del></del>
	Line 70a-Selter to provide Title Insuran	ce at his cost	-/2		
		<u> </u>			
		Feb. 4	M	5	
4.	TIME FOR ACCEPTANCE. This Co set forth in Section 30 of the Contract on a	xunter Offer must be accepted	by the Co	unter-Oneree, ir	the mar
	"Acceptance Deadline"); otherwise, it sh	iall be considered withdrawn. E	except as n	nodified above In	this Cou
	Offer, the parties accept and agree to all to	erms and conditions of the abo	ve Contrac	t, all of which are	hereby
	incorporated herein by this reference. The given the same meaning as set forth in the	he use of any capitalized termi he Contract. In the event of at	s not oln <del>e</del> l ny inconsis	rwise denned ne stency between l	he terms
	forth herein and the terms set forth in the	e Contract, the terms set forth	herein sh	all control. Until	this Cou
	Offer has been accepted, the parties unde sell the Property.	erstand that Counter-Offeror m	ay withdra	w this Counter O	ffer to bu
	John any		Dato	1/15/14	
	Signature of Counter-Offeror (Check o	ле (1) below, as applicable)			
	SellerBuyer ("Counter-0				
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Offer, the part	ies accept and	dagree to all terms and	conditions of the above	e Contract, all of which are l	hereby
given the san	nerein by this ne meaning as	reterence. The use of a s set forth in the Contra	any capitalized terms ct. In the event of any	not otherwise defined here inconsistency between the	ein sna e terms
forth herein a	nd the terms :	set forth in the Contract	, the terms set forth h	nerein shall control. Until th	nis Cou
Offer has bee sell the Prope	n accepted, the	e parties understand the	at Counter-Offeror may	withdraw this Counter Offe	er to bu
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Reference	PEI/Columbia	Counter-Offer #	3
	Missouri		
	REALTORS		
	Counter Offer # 3		

			REALTORS
			Counter Offer # 3
		Th	nis document has legal consequences. If you do not understand it, consult your attorney.
1 2	Th ad	is Co	ounter Offer is part of an offer to buy or sell the Property. Carefully read its terms and those of any leal documents referenced herein as part of this Counter Offer.
3 4 5 6 7	wi re: co	th ar main nstit	ceptable terms set forth in a previous Counter Offer must be included in this Counter Offer along by new proposed changes. Only the terms contained in this Counter Offer, together with the ing unchanged terms of the Contract (including any other addenda or riders attached thereto), ute the new offer. THE TERMS OF ANY PREVIOUSLY REJECTED COUNTER OFFER, IF NOT SET HEREIN, SHALL NOT BECOME A PART OF THE FINAL AGREEMENT BETWEEN THE PARTIES.
8	1.	COL	INTER OFFEROR. This Counter Offer is originated by <i>(check one)</i> : Seller   Buyer ("Counter Offeror")
9 10	2.		TIES/PROPERTY. This Counter Offer between the parties concerns the Property described below.  Payne Enterprises, Inc.
11		Buye	er: Mike Matthes, City Manager, City of Columbia,
12			erty commonly described as: Lot 6.JC Conley Add Sur 89/6
13			ant Lot on North 8th St.
14 15		<u>,</u>	
16 17 18	3.	agre	ANGED TERMS. Acceptance of the above-described Contract is subject to the following changed sements and/or contingencies/conditions (conly terms that are changing from the original Contract should be bified):  Purchase price shall be \$80,000.00
20		(b)	Earnest Money deposit shall be
21		(c)	Closing date shall be
22			Check the following (d-e) only if applicable:
23 24 25		(d)	☐ MSC-2010 - Financing Agreements, changed as follows ( <i>Note: MSC-2010 is not applicable to COM-2000 unless a government sponsored loan is involved</i> ):
26 27			
28			
29			
30 31		***************************************	
32			
33		(e)	MSC-2020 - Contract Conditions, changed as follows:
34			
35 36			
37			
38			
39			
40			
41			

Page 1 of 2

set forth in Section 30 of the Contract on or before	Reference		PEI/Columbia	· · · · · · · · · · · · · · · · · · ·	Counte	r-Offer#	3_
Line 70a—Seller to provide Title Insurance at his cost.  4. TIME FOR ACCEPTANCE. This Counter Offer must be accepted by the Counter-Offeree, in the m set forth in Section 30 of the Contract on or before	(f) Other agre	ements or contings	encies/conditions (spe	ecify form no. ar	nd caption, if applica	able):	
Line 70a—Seller to provide Title Insurance at his cost  A. TIME FOR ACCEPTANCE. This Counter Offer must be accepted by the Counter-Offeree, in the m set forth in Section 30 of the Contract on or before	· · · · · · · · · · · · · · · · · · ·						
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A. TIME FOR ACCEPTANCE. This Counter Offer must be accepted by the Counter-Offeree, in the m set forth in Section 30 of the Contract on or before		eller to provide Title	Insurance at his cos	t			
set forth in Section 30 of the Contract on or before							
"Acceptance Deadline"); otherwise, it shall be considered withdrawn. Except as modified above in this CC Offer, the parties accept and agree to all terms and conditions of the above Contract, all of which are hereb incorporated herein by this reference. The use of any capitalized terms not otherwise defined herein sh given the same meaning as set forth in the Contract, the terms set forth herein shall control. Until this CC Offer has been accepted, the parties understand that Counter-Offeror may withdraw this Counter Offer to it sell the Property.    Date							
Offer, the parties accept and agree to all terms and conditions of the above Contract, all of which are hereb incorporated herein by this reference. The use of any capitalized terms not otherwise defined herein sh given the same meaning as set forth in the Contract. In the event of any inconsistency between the tem forth herein and the terms set forth in the Contract, the terms set forth herein shall control. Until this CC Offer has been accepted, the parties understand that Counter-Offeror may withdraw this Counter Offer to be sell the Property.    Date							
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forth herein and the terms set forth in the Contract, the terms set forth herein shall control. Until this Ct Offer has been accepted, the parties understand that Counter-Offeror may withdraw this Counter Offer to tell the Property.  Date 1/15/14  Signature of Counter-Offeror (Check one (1) below, as applicable)  Seller Buyer ("Counter-Offeror")  Date  Signature of Counter-Offeror (Check one (1) below, as applicable)  Seller Buyer ("Counter-Offeror")  5. ACCEPTANCE/ REJECTION OF (OR NEW) COUNTER OFFER. (sign or initial as applicable)  Accept. By signing below, the undersigned (the "Counter-Offeree") agree to the modification(s) or add term(s) and condition(s) contained in this Counter Offer, and hereby accept the Contract, as modified be counter Offer, including all attached documents (if any), and acknowledge receipt of a copy hereof.  Date Time  Signature of Counter-Offeree (Check one (1) below, as applicable)  Seller Buyer (Counter-Offeree)  Date Time  Signature of Counter-Offeree  Seller Buyer (Counter-Offeree)  Reject or New Counter Offer. By initialing below, the Counter-Offeree(s) do not agree to the modification additional term(s) and condition(s) contained in this Counter-Offeree(s) do not agree to the modification additional term(s) and condition(s) contained in this Counter-Offeree(s) do not agree to the modification additional term(s) and condition(s) contained in this Counter-Offeree(s) do not agree to the modification additional term(s) and condition(s) contained in this Counter-Offeree(s) do not agree to the modification additional term(s) and condition(s) contained in this Counter-Offeree(s) do not agree to the modification additional term(s) and condition(s) contained in this Counter-Offeree(s) acknowledge receipt of a copy hereof.  New Counter Offer (Initial). Counter-Offeree(s) acknowledge receipt of a copy hereof attached and incorporated into the Contract.  New Counter Offer (Initial). Counter-Offeree(s) acknowledge receipt of a copy hereof attached and incorporated into the Contract.  New	incorporated	nerein by this refer	ence. The use of an	y capitalized ter	ms not otherwise of	lefined herei	in sha
Offer has been accested, the parties understand that Counter-Offeror may withdraw this Counter Offer to be sell the Property.  Date 1/15/14  Signature of Counter-Offeror (Check one (1) below, as applicable)  Seller Buyer ("Counter-Offeror")  Date Signature of Counter-Offeror (Check one (1) below, as applicable)  Seller Buyer ("Counter-Offeror")  5. ACCEPTANCE/ REJECTION OF (OR NEW) COUNTER OFFER. (sign or initial as applicable)  Accept. By signing below, the undersigned (the "Counter-Offeree") agree to the modification(s) or add term(s) and condition(s) contained in this Counter Offer, and hereby accept the Contract, as modified be Counter Offer, including all attached documents (if any), and acknowledge receipt of a copy hereof.  Signature of Counter-Offeree (Check one (1) below, as applicable)  Seller Buyer (Counter-Offeree)  Date Time  Signature of Counter-Offeree  Seller Buyer (Counter-Offeree)  Reject or New Counter Offer. By initialing below, the Counter-Offeree(s) do not agree to the modification additional term(s) and condition(s) contained in this Counter Offer, but either reject the same or make a counter Offer (initial one, as applicable).  Reject (Initial). Counter-Offeree(s) reject this Counter Offer, and acknowledge receipt copy hereof.  New Counter Offer (Initial). Counter-Offeree(s) acknowledge receipt of a copy hereof hereby make a new Counter Offer. Counter Offer # , which amends the terms of the Contract.  Approved by legal counsel for use exclusively by members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied a legal validity or adequacy of this Counter Offer, or that it comples in every respect with the law or that its use is appropriate for all situations. Locastons and practica, and differing circumstances in each transaction, may each dictate that amendments to this Counter Offer be made.  Last Revised 12/31/10.	given the san	ie meaning as set in	torth in the Contract.	In the event of the terms set fo	any inconsistency	between the trol Until thi	: term: is Co:
Signature of Counter-Offeror (Check one (1) below, as applicable)  Seller Buyer ("Counter-Offeror")  Signature of Counter-Offeror (Check one (1) below, as applicable)  Seller Buyer ("Counter-Offeror")  Accept By signing below, the undersigned (the "Counter-Offeree") agree to the modification(s) or add term(s) and condition(s) contained in this Counter Offer, and hereby accept the Contract, as modified by Counter-Offeree (Check one (1) below, as applicable)  Seller Buyer (Counter-Offeree)  Date Time Signature of Counter-Offeree (Check one (1) below, as applicable)  Seller Buyer (Counter-Offeree)  Date Time Signature of Counter-Offeree  Seller Buyer (Counter-Offeree)  Reject or New Counter Offer. By initialing below, the Counter-Offeree(s) do not agree to the modification additional term(s) and condition(s) contained in this Counter Offer, but either reject the same or make a counter Offer (initial one, as applicable).  Reject (Initial). Counter-Offeree(s) reject this Counter Offer, and acknowledge receipt copy hereof.  New Counter Offer (Initial). Counter-Offeree(s) acknowledge receipt of a copy hereof.  New Counter Offer (Initial). Counter-Offeree(s) acknowledge receipt of a copy hereof attached and incorporated into the Contract.  Approved by legal counsel for use exclusive by members of the Missouri REALTORS® Columbia, Missouri. No warranty is made or implied a legal walidity or adequacy of this Counter Offer, or that it comples in every respect with the law or that its use is appropriate for all situations. Lecastors and practice, and differing circumstances in each transaction, may each dictate that amendments to this Counter Offer be made.  Last Revised 12/21/10.	Offer has bee	n accepted, the par	ties understand that	Counter-Offeror	may withdraw this (	Counter Offe	er to bu
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	Last Revised 12/31/19	<b>).</b>				SERVE MISSOUR	Page

Reference	PEi/Columbia	Counter-Offer #	2
	Missouri REALTORS	•	

Counter Offer # 2

This document has legal consequences, if you do not understand it, consult your attorney.

RTIES/PROPERTY. This Counter Offer between the parties concerns the Property described below.  Payne Enterprizes, Inc.  Payne Enterprizes, Inc.  Mike Matthés, Oity Manager, City of Columbia, MO  perty commonly described as:  S JC CONLEY ADD SUR 89/6  EANT LOT 8TH STREET
er: Mike Matthès, Oity Manager, City of Columbia, MO  erty commonly described as:  3 JC CONLEY ADD SUR 89/6
erty commonly described as:
S JC CONLEY ADD SUR 89/6
ANT LOT 8TH STREET
ANGED TERMS. Acceptance of the above-described Contract Is subject to the following changed sements and/or contingencies/conditions (only terms that are changing from the original Contract should be cified):
Purchase price shall be \$58,000.00
Earnest Money deposit shall be #0
Closing date shall be
Check the following (d-e) only if applicable:
☐ MSC-2010 - Financing Agreements, changed as follows (Note: MSC-2010 is not applicable to COM-2000 unless a government sponsored loan is involved):
·
MSC-2020 - Contract Conditions, changed as follows:
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	(f) Other agreements or contingencie	, , ,	•		
	The Rezoning Contingence (#3 on E	xhibit A) shall be removed from	the contr	act.	
	Line 70a - Seller to provide Title Insu	rance at his cost		·	
4	4. TIME FOR ACCEPTANCE. Th	is Counter Offer must be accep	ted by th	e Counter-Offeree,	, in the manne
	set forth in Section 30 of the Contrac "Acceptance Deadline"); otherwise	t on or before	,20 n_Excent	, at	in this Counter
	Offer, the parties accept and agree to	all terms and conditions of the	above Co	ntract, all of which	are hereby full
	incorporated herein by this reference	e. The use of any capitalized te	erms not	otherwise defined	herein shall b
	given the same meaning as set forth	in the Contract. In the event o	f any inc	onsistency betwee	n the terms so
	forth herein and the terms set forth	in the Contract, the terms set for	orth here	in shall control. Un	itil this Counte
	Offer has been accepted, the parties	understand that Counter-Offero	r may wit	hdraw this Counter	Offer to buy o
	sell the Property				
			Date	1/13/14	
	•				
	Signature of Counter-Offeror (Che	ock one (1) below, as e-pplicable	9)		
	Seller X Buyer ("Coun	ter-Offeror")			
		,			
			Date		
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1	•	oter-Offeror")  OR NEW) COUNTER OFFER. (1998)  gned (the "Counter-Offeree")  his Counter Offer, and hereby	sign or in agree to accept	o the modification( the Contract, as π	s) or additionated by the control of
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1	Seller Buyer ("Counter-Offeree Gounter Offer Buyer Counter Offer Buyer Counter Offeree Gounter Offeree Buyer Gounter Offeree Buyer Gounter Offer Buyer Gounter Offer Buyer Gounter Offer Gount	or NEW) COUNTER OFFER. (agned (the "Counter-Offeree") his Counter Offer, and hereby cuments (if any), and acknowled one (1) below, as applicable)  Offeree)  Date  Offeree)  Date  Offeree)	sign or is agree to accept ge receip	the modification( the Contract, as not of a copy hereof.  Time  Time  not agree to the moder reject the same of	s) or addition: nodified by the nodified by the nodification(s) coor make a new
1	Seller Buyer ("Counter-Offeree Counter Offer Buyer Counter Offeree Seller Buyer (Counter Offeree Seller Buyer (Counter Offeree Counter Offer Buyer (Counter Offer Counter Offer Counter Offer Counter Offer Counter Offer (Initial one, as applicable Copy hereof	or NEW) COUNTER OFFER. (agned (the "Counter-Offeree") his Counter Offer, and hereby cuments (if any), and acknowled cone (1) below, as applicable)  -Offeree)  Date -Offeree)  itialing below, the Courter-Offer ntained in this Counter Offer, below this Counter-Offeree(s) reject this Counter-Offeree(s)	sign or in agree to accept ge receip ee(s) do out either	the modification( the Contract, as not of a copy hereof.  Time  Time  not agree to the moder reject the same of	s) or additions nodified by the codification(s) of the make a new
1	Seller Buyer ("Counter-Offeree Counter Offer Buyer Counter Offeree Counter Offeree Seller Buyer (Counter Offeree Counter Offeree Counter Offeree Counter Offeree Counter Offeree Seller Buyer (Counter Reject or New Counter Offer. By in additional term(s) and condition(s) co Counter Offer (initial one, as applicable copy hereof Counter Offer (Initial).	or NEW) COUNTER OFFER. (agned (the "Counter-Offeree") his Counter Offer, and hereby cuments (if any), and acknowled cone (1) below, as applicable)  -Offeree)  Date -Offeree)  itialing below, the Courter-Offer ntained in this Counter Offer, below this Counter-Offeree(s) reject this Counter-Offeree(s) counter-Offeree(s) agents.	sign or in agree to accept: lge receip ee(s) do out either ounter Of	the modification( the Contract, as not of a copy hereof.  Time  Time  not agree to the moder reject the same of th	s) or addition nodified by the confidence of the
1	Seller Buyer ("Counter-Seller Buyer ("Counter Offer, including all attached document of Counter Offeree (Check Seller Buyer (Counter Offeree (Check Seller Buyer (Counter Offeree Seller Buyer (Counter Offeree Seller Buyer (Counter Offerer (Initial one, as applicable Counter Offer (Initial one, as applicable Seller	Date  cone (1) below, as applicable)  Offeree)  Date  Conferee)  Date  Cone (1) below, as applicable)  Cone (1) below, the Courter-Offeree)  Counter-Offeree(s) reject this Counter Offer#3	sign or in agree to accept: lge receip ee(s) do out either ounter Of	the modification( the Contract, as not of a copy hereof.  Time  Time  not agree to the moder reject the same of	s) or addition nodified by the confidence of the
1	Seller Buyer ("Counter Counter Offer (Counter Offer (Initial)).  Reject or New Counter Offer. By in additional term(s) and condition (s) contained in the Counter Offer (Initial one, as applicable (Counter Offer (Initial one)).  Reject (Initial).	Date  cone (1) below, as applicable)  Offeree)  Date  Counter-Offeree(s)  Date  Cone (1) below, the Counter-Offeree(s)  Counter-Offeree(s) reject this Counter-Offeree(s)  Diste  Counter-Offeree(s) reject this Counter-Offeree(s)  Counter-Offeree(s) reject this Counter-Offeree(s)  Diste  Counter-Offeree(s) reject this Counter-Offeree(s)  Counter-Offeree(s) reject this Counter-Offeree(s)	sign or in agree to accept in age receipt age receipt age receipt age receipt age	o the modification( the Contract, as not of a copy hereof.  Time  Time  Time  not agree to the modifier, and acknowled agreeipt of a commends the terms of the series of the terms of the series of the terms of the	s) or additional addit
1	Seller Buyer ("Counter Counter Offer By in additional term(s) and condition(s) contained in the Counter Offer (Counter Counter	Date  cone (1) below, as applicable)  Offeree)  Date  Counter-Offeree(s)  Date  Cone (1) below, the Counter-Offeree(s)  Counter-Offeree(s) reject this Counter-Offeree(s)  Diste  Counter-Offeree(s) reject this Counter-Offeree(s)  Counter-Offeree(s) reject this Counter-Offeree(s)  Diste  Counter-Offeree(s) reject this Counter-Offeree(s)  Counter-Offeree(s) reject this Counter-Offeree(s)	sign or in agree to accept in age receipt age receipt age receipt age receipt age	o the modification( the Contract, as not of a copy hereof.  Time  Time  Time  not agree to the modifier, and acknowled agreeipt of a commends the terms of the series of the terms of the series of the terms of the	s) or additional addit

Reference	PEI/Columbia	Counter-Offer #	2
I VETEL CHUC			



		Counte	er Offer # 2
	Th	is document has legal conseque	ences. If you do not understand it, consult your attorney.
	addition	al documents referenced herein as	
; ;	with an remaini constitution FORTH	ny new proposed changes. Onling unchanged terms of the Coute the new offer. THE TERMS ( HEREIN, SHALL NOT BECOME A	evious Counter Offer must be included in this Counter Offer along ily the terms contained in this Counter Offer, together with the ontract (including any other addenda or riders attached thereto), OF ANY PREVIOUSLY REJECTED COUNTER OFFER, IF NOT SET A PART OF THE FINAL AGREEMENT BETWEEN THE PARTIES.
3	1. COU	INTER OFFEROR. This Counter O	offer is originated by <i>(check one)</i> : ☐ Seller ☒ Buyer ( <b>"Counter Offeror"</b> )
)	2. PAR	TIES/PROPERTY. This Counter O	Offer between the parties concerns the Property described below.
)	Selle	er:	Payne Enterprizes, Inc.
	Buye	er:Mike	Matthes, City Manager, City of Columbia, MO
	Prop	erty commonly described as:	
}			
٠.	VAC	ANT LOT 8TH STREET	
i			
; ;	agre spec	eements and/or contingencies/cond cified):	f the above-described Contract is subject to the following changed ditions (only terms that are changing from the original Contract should be
9	(a)	Purchase price shall be	\$58,000.00
)	(b)		<b>#</b> D
	(c)	<del>-</del>	
2		Check the following (d-	
<u>.</u>	(d)	☐ MSC-2010 - Financing Agr COM-2000 unless a government	reements, changed as follows (Note: MSC-2010 is not applicable to t sponsored loan is involved):
5 3			
7			
3			
) }			
•			
<u>.</u>			
		·	
3 <b>4</b>	(e)	MSC-2020 - Contract Condit	tions, changed as fol ows:
5			
6			
7	· 		
8			
9 0			
1			

Referer	nce	PEI/O	Columbia	<del> </del>	_Counter-Offer#_	2
(f) C	ther agreements	or contingencies/con	ditions (specify form n	o. and caption.	if applicable):	
٠.	•	•	A) shall be removed fr	•		
line	70a - Seller to p	rovide Title Insurance	at his cost			
	100 001101 10 p	VIIIV IIIV IIIV				
4.	TIME FOR ACC	EPTANCE. This Cou	unter Offer must be ac	cepted by the C	Counter-Offeree, in	the mar
set f	orth in Section 30 ceptance Deadli	or the Contract on ol ne"): otherwise, it sha	r before all be considered withdo	, 20 rawn. Except as	, aτ modified above in t	m. his Cou
Offe	r, the parties acce	ept and agree to all te	rms and conditions of t	he above Contra	act, all of which are	hereby
inco	rporated herein b	y this reference. The	use of any capitalize	d terms not oth	erwise defined here	ein shal
give	n the same mear	ning as set forth in th	e Contract. In the ever	nt of any incons	sistency between th	e terms
			Contract, the terms sestand that Counter-Off			
	the Property	ica, tric parties urider	Staria triat Country On	icroi may witha	aw and counter on	0, 10 00
	THE	<b>&gt;</b>			1.011	
····· · · ·			· · · · · · · · · · · · · · · · · · ·	Date	1113 14	
Sigi	nature of Counte	er-Offeror (Check on	e (1) below, as epplic	able)	·	
	Seller_X_	Buyer ("Counter-O	fferor")			
				Date		
Sia	nature of Counte	er-Offeror (Check on	e (1) below, as applic	able)		
•		•	• •			
	Seller	Buyer ("Counter-O	neror )			
5. ACC	EPTANCE/ REJ	ECTION OF (OR NE	W) COUNTER OFFER	R. (sign or initia	al as applicable)	
			(the "Counter-Offere			
term(s)	and condition(s)	contained in this Co	ounter Offer, and here its ( <i>if any</i> ), and acknow	eby <b>accept</b> the	Contract, as modi	пеа ву
Counte	Offer, including	aii attacrieu documen	its (II arry), and acknow	vieuge receipt of	ra copy nereor.	
					Time	
Signa	ture of Counter-	<b>Offeree</b> (Check one (	1) below, as applicable	e)		
_X_	_Seller Bu	uyer <b>(Counter-Offer</b>	ree)			
			Date		Time	
Signa	ture of Counter	-Offeree				
	_SellerBu	uyer (Counter-Offer	ee)			
Rejec	t or New Count	er Offer. By initialing	below, the Courter-O	Offeree(s) do not	agree to the modifi	cation(s
		condition(s) containe e, as applicable).	ed in this Counter Offe	er, but either re	ject the same c∈ m	ake a i
	Rej	ject (Initial). Counte	er-Offeree(s) reject this	s Counter Offer,	, and acknowledge	receipt
copy h						
<del> </del>			tial). Counter-Offeree			
attach			Offer #	, which ame	ends the terms of the	Contra
Approve		ted into the Contract.				
legal val	d by legal counsel for dity or adequacy of this	use exclusively by members s Counter Offer, or that it co	s of the Missouri REA_TORS mplies in every respect with the	e law or that its use	is appropriate for all situat	mplied as
legal vali	d by legal counsel for dity or adequacy of this	use exclusively by members s Counter Offer, or that it co	s of the Missouri REA TORS mplies in every respect with th action, may each dictate that an	e law or that its use	is appropriate for all situat	mplied as ti ions. Loca

Reference	PEI / Columbia	Counter-Offer #	1
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## Counter Offer #

	,-	Thi	s document has legal consequences. If you do not understand it, consult your attorney.
1 2	Thi ado	s Co lition	unter Offer is part of an offer to buy or sell the Property. Carefully read its terms and those of any all documents referenced herein as part of this Counter Offer.
3 4 5 6 7	wit ren cor	h an naini nstitu	ceptable terms set forth in a previous Counter Offer must be included in this Counter Offer along y new proposed changes. Only the terms contained in this Counter Offer, together with the ng unchanged terms of the Contract (including any other addenda or riders attached thereto), ite the new offer. THE TERMS OF ANY PREVIOUSLY REJECTED COUNTER OFFER, IF NOT SET HEREIN, SHALL NOT BECOME A PART OF THE FINAL AGREEMENT BETWEEN THE PARTIES.
8	1.	cou	NTER OFFEROR. This Counter Offer is originated by (check one): Seller Buyer ("Counter Offeror")
9 10			TIES/PROPERTY. This Counter Offer between the parties concerns the Property described below.  Payne Enterprizes Inc.
11			r: Mike Matthes, City Manager, City of Columbia, MO
12			erty commonly described as:
13		•	JC CONLEY ADD SUR 89/6
14			ANT LOT 8TH STREET
15	•		
16 17 18		agre	NGED TERMS. Acceptance of the above-described Contract is subject to the following changed ements and/or contingencies/conditions (only terms that are changing from the original Contract should be ified):
19		(a)	Purchase price shall be EIGHTY THOUSAND DOLLARS (\$80,000)
20		(b)	Earnest Money deposit shall be \$100.00
21		(c)	Closing date shall be
22			Check the following (d-e) only if applicable
23 24		(d)	☐ MSC-2010 - Financing Agreements, changed as follows (Note: MSC-2010 is not applicable to COM-2000 unless a government sponsored loan is involved):
25			
26 27			
28			
29			
30 31			
32			
UZ			
33		(e)	MSC-2020 - Contract Conditions, changed as follows:
34 35			
36			
37			
38			
39			
40 41	•		

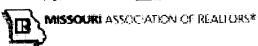
Reference	PEI / Columbia	- A part	_Counter-Offer#	1
(f) Other agreem	ents or contingencies/conditions (specify	riorm no. and caption,	if applicable):	
	ER TO PROVIDE TITLE INS AT HIS CO			
EXHIBIT A CON	NTINGENCY #1 & #2 MUST BE			
MEET AND REM	OVED BEFORE PROPERTY			
IS REZONED				
4 TIME FOR	ACCEPTANCE This Country Offer rive	t he accepted by the	Counter-Offeree in the t	manner
4. TIME FOR a	ACCEPTANCE. This Counter Offer plus on 30 of the Contract on or before	≠ <del>/13-</del> .2014	, at11:00 A	m. (the
"Acceptance De	adline"): otherwise, it shall be considered	d withdrawn. Except as	s modified above in this C	Jounter
Offer the narties	accept and agree to all terms and condition	ons of the above Contr	act, all of which are here	by fully
incorporated her	ein by this reference. The use of any ca meaning as set forth in the Contract. In t	pralized terms not our	nerwise detined nerein s sistency between the tel	mali be
given the same i	the terms set forth in the Contract, the t	terms set forth herein:	shall control. Until this C	Counter
Offer has been a	ccepted, the parties understand that Cou	nter-Offeror may withd	raw this Counter Offer to	buy or
sell the Property.		·		•
			460440	
	J. Tele	Date	1/8/13	
	wunter-Offeror (Check one (1) below, as	s applicable)		
	Buyer ("Counter-Offeror")			
		Date		
Signature of Co	ounter-Offeror (Check one (1) below, as	s applicable)		
	Buyer ("Counter-Offeror")			
		GEEED (oing or init	ial ao annticabla)	
Accept By signing	REJECTION OF (OR NEW) COUNTER below, the undersigned (the "Counter-	-Cifferee") agree to ti	ne modification(s) or ad	ditional
term(s) and condition	on(s) contained in this Counter Offer, a	nd hereby accept the	Contract, as modified	by this
Counter Offer, include	ding all attached documents (if any), and	a⊲knowledge receipt o	of a copy hereof.	
		Date	Time	m
Signature of Cour	nter-Offeree (Check one (1) below, as ap	opi <b>icable</b> )		
Seller	Buyer (Counter-Offeree)			
		Dute	Time	m
Signature of Cou	nter-Offeree			
Seller	Buyer (Counter-Offeree)			
Reject or New Co	ounter Offer. By initialing below, the Co	unter-Offeree(s) do no	t agree to the modification	on(s) or
additional term(s)	and condition(s) contained in this Coun	ite: Offer, but either re	eject the same or make	a new
	al one, as applicable).			
	_ Reject (Initial). Counter-Offeree(s) re	eject this Counter Offer	r, and acknowledge rece	eipt of a
copy pereof.				
7 7	New Counter Offer (Initial). Counter-	Offeree(s) acknowledg	e receipt of a copy here	eof and
hereby make a new	w Counter Offer. Counter Offer #	, which am	ends the terms of the Cor	ntract, is
attached and incor	porated into the Contract.	EALTODGA Columbia Minagu	ri. Na warrantu je mada os imoliai	d as to the
legal validity or adequacy customs and practice, and	sel for use exclusively by members of the Missouri R of this Counter Offer, or that it complies in every resp differing circumstances in each transaction, may each dict	ed with the law or that its use	e is appropriate for all situations. unter Offer be made.	Local law,
Last Revised 12/31/10.			©2006 Missouri Ri	EAL.TORS

<b>10</b> 011		PEI / Columbia		COUNK	er-Offer#	
(T) Other adi	reements or co	ntingencies/conditions (s	pecify form no. and o			
• • • • •		OVIDE TITLE INS AT HI	· -		•	
IIIVE 10a - S	CLCCN 10 FIX	OVIDE THEE INS AT TH	3 0001			
EXHIBIT A	CONTINGEN	CY #1 & #2 MUST BE				
MEET AND	REMOVED BE	FORE PROPERTY				
IS REZONE	D					
					<u> </u>	
		y a commence de la co	1			
4. TIME F	OR ACCEPTA	NCE. This Counter Offe	r plust be accepted	by the Counter-	Offeree, in the	manr
set forth in S	Section 30 of the	e Contract on or before /	/15 =# <del>13-</del>	20 <u>14</u> , at	11:00 A	<u>.</u> m. (1
		otherwise, it shall be con				
Uner, the pa	inies accept and	d agree to all terms and or reference. The use of a	onditions of the abov	re Contract, all o	rwnich are nere defined herein	eby II.
given the sa	ime meaning a	s set forth in the Contract	ct. In the event of an	v inconsistency	between the te	erms :
forth herein	and the terms	set forth in the Contract	, the terms set forth	herein shall cor	ntrol. Until this	Coun
		ne parties understand tha	t Counter-Offeror ma	y withdraw this	Counter Offer to	o buy
sell the Prop	erty.		•			
		en-	D	)ate	1/8/13	
Signature c	of Counter-Off	eror (Check one (1) belo				
/ /		("Counter-Offeror")				
			<b>n</b>			
				ate		
Signature o	of Counter-Off	eror (Check one (1) bel	ow, as applicable)			
A . U.	er Buver	("Counter-Offeror")				
	-	•	NTER ()FFFR (sian	or initial as an	nolicable)	
5. ACCEPTAN Accept. By sig term(s) and co	ICE/ REJECTION  ning below, the  ndition(s) conta	ON OF (OR NEW) COUI e undersigned (the "Co ained in this Counter Of ached documents (if any)	unter-Offeree") agr fer, and hereby acc , and acknowledge n	ree to the modified the contraction of a copy	fication(s) or acct, as modified hereof.	by tl
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Reference	PEI / Columbia	Counter-Offer #	1
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		usaa	ICE/ICE/ORG
		Counter	Offer # 1
	Th	is document has legal consequenc	es. If you do not understand it, consult your attorney.
Th ad	is Co dition	ounter Offer is part of an offer to bu al documents referenced herein as pa	ly or sell the Property. Carefully read its terms and those of any rt of this Counter Offer.
wi rei co	th ar maini nstit	ny new proposed changes. Only to ing unchanged terms of the Contr ute the new offer. THE TERMS OF	ous Counter Offer must be included in this Counter Offer along the terms contained in this Counter Offer, together with the fact (including any other addenda or riders attached thereto), ANY PREVIOUSLY REJECTED COUNTER OFFER, IF NOT SET PART OF THE FINAL AGREEMENT BETWEEN THE PARTIES.
1.	COU	INTER OFFEROR. This Counter Offer	is originated by (check one): $\boxtimes$ Seller $\square$ Buyer ("Counter Offeror")
2.			between the parties concerns the Property described below.  Payne Enterprizes Inc.
			tthes, City Manager, City of Columbia, MO
	•		and, on manager, on ordinary mo
	-	•	
	VAC	ANT LOT 8TH STREET	
	(a) (b)	Earnest Money deposit shall be	EIGHTY THOUSAND DOLLARS (\$80,000) \$100.00
	(c)		
	(d)	Check the following (d-e) o  MSC-2010 - Financing Agreer  COM-2000 unless a government spe	nents, changed as follows (Note: MSC-2010 is not applicable to
	(e)	MSC-2020 - Contract Conditions	s, changed as follows:
	***************************************	A SECTION AND A SECTION AND A SECTION ASSESSMENT AND A SECTION ASSESSMENT AND A SECTION ASSESSMENT AND A SECTION ASSESSMENT ASSESSME	
	*******		
			,



This Contract has important legal and tax consequences If not understood, consult your attorney before signing.

# Contract for Sale of Vacant Land

1	This Contract is made between Mike Matthes, City Manager, City of Columbia, Missouri ("Seller")
2	This Contract is made between vince whatthes, City Manager, Cty Manage
	anu)
6 7	1. PROPERTY. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, the following described real estate (if no legal description is included below, then legal description on Seller's devd(s) to govern. Legal description(s) may be confirmed by a Survey pursuant to Section 6 below). Such real estate and any other included property set forth below is collectively referred to herein as the "Property."  [] (Check box if legal description attached)  Lot 6 J C Conley Add Sur 89/6
	Lot 6 J C Corlley Add Sdr 09/0
٥	Section Township Range Street Address City State Zip Code County
10	Section Township Range Street Address City State Zip Code County
11 12 13 14 15	2. INCLUSIONS AND EXCLUSIONS. Note: This Contract, and <u>not</u> the Seller's Disclosure Statement, mutu-using of other promotional material, provides for what is included in this sale. To avoid misunderstanding, the parties are urged to list below, as "included" or "excluded", any items which may be subject to question. The Purchase Price and the Property includes all existing improvements on the real estate and all appurtenances, fixtures and affixed eq ipment (which Seller warrants to convey free and clear), if any:
	The following items are also included in the sale (e.g., list any non-affixed equipment, machinery or other personal property to be included):
17 18	
	The following items are excluded from the sale (e.g., list any items leased or otherwise not owned by Seller such as satellite dish equipment):
20	
21	
22 23	3. PURCHASE PRICE.  \$ 52,000.00  is the "Purchase Price" for the Property and is to be paid by Buyer as follows:  as "Earnest Money" in the form of (check one):
	to be complied at the time of original delivery nereol as set
26	forth at the Receipt and Acknowledgement following the end of this Contact, and which shall be deposited the first ("Escrow Agent").
	B Escrow Agent may retain any interest earned on such deposit. If sale is closed, Earnest Money to apply toward the Purchase Price. Buyer as Escrow Agent may retain any interest earned on such deposit. If sale is closed, Earnest Money to apply toward the Purchase Price. Buyer as Escrow Agent may retain any interest earned on such deposit. If sale is closed, Earnest Money to apply toward the Purchase Price. Buyer as Escrow Agent may retain any interest earned on such deposit. If sale is closed, Earnest Money to apply toward the Purchase Price. Buyer as Escrow Agent may retain any interest earned on such deposit. If sale is closed, Earnest Money to apply toward the Purchase Price. Buyer as Escrow Agent may retain any interest earned on such deposit. If sale is closed, Earnest Money to apply toward the Purchase Price. Buyer as Escrow Agent may retain any interest earned on such deposit. If sale is closed, Earnest Money to apply toward the Purchase Price Buyer as Escrow Agent may retain any interest earned on such deposit. If sale is closed, Earnest Money to apply toward the Purchase Price Buyer as Escrow Agent may retain any interest earned on such deposit.
30	4. CLOSING. Subject to the terms of this Contract, this sale will be closed (meaning the exchange of the Deed for the Purchase Price, and Funds required by this Contract, the "Closing") at the office of Boone Central Title  Columbia , MO , on March 31 , 20 14 (the "Closing Date").  State Month
33	Columbia, MO, on March 31, 2014 (the "Closing Date").
34	City State Month Day
3.	Possession and all keys will be delivered to Buyer at (check one) Closing o: other
3	Note: If possession is to be transferred on a day other than day of Closing or if the Property is tenant occupied, then the parties should complete and attach an appropriate rider(s). Brokers are not responsible for delivery of keys. It is recommended that Buyer change locks following possession.
31	9 Seller warrants that the Property will be vacant as of the time of delivery of possession (except for tenants or others in possession pursuant to any lease or other agreement approved pursuant to this Contract), and in its present condition (together with any improvements or repairs required by this Contract), ordinary wear and tear excepted.
4	2 5. FINANCING. (Check applicable box)
. 4	3 A. Not Conditioned Upon Financing. (Although not a condition to performance, Buyer may finance any portion of the Purchase 4 Price).
	Nonconventional. (Attach Financing Agreements rider, MSC-2010 for Assumption; Seller Financing; or Government sinancing).
4 4 4 5	C. Conventional. Buyer agrees to do all things necessary, including but not limited to the execution of a completed loan application and other instruments, and to cooperate fully in order to obtain the financing necessary to complete this transaction. If Buyer does not deliver a Notice, provided by Buyer's lender, to Seller of Buyer's inability to obtain a loan commitment on the terms described below by 5:00 p.m. on the date (the "Loan Commitment Date") which isdays (15 days if none stated) after the Effective Date then this condition shall be deemed waived and Buyer's performance under this Contract shall thereafter not be conditioned upon Buyer's obtaining financing; provided, deemed waived and Buyer's performance under this Contract shall thereafter not be conditioned upon Buyer's obtaining financing; provided,
-	however, it such lender will not give Buyer such Notice that Buyer has directly heary better (carried and that despite request, Buyer was providing a notarized affidavit that Buyer has timely complied with all of the terms of this paragraph and that despite request, Buyer was

	Reference (e.g., Seller & Buyer) Payne Enter; rises - City of Columbia
53 54 55	unable to obtain such Notice from lender. If Buyer has complied with the terms of this paragraph and has timely provided Notice to Seller of Buyer's inability to obtain the loan commitment, then this Contract shall terminate with Earnest Money to be returned to Buyer (subject to Section 8).
56	(Complete one or both) Loan amount: % of the Purchase Price, or \$
57	Initial interest rate not to exceed:
8	Type (check one):  Fixed Rate  Adjustable Rate  Other:
59 50	Other terms: cash
51 52 53 54	A lender's loan approval process may not include an appraisal or other $s_k$ ch comparison or determination of value of the Property. Different types of "appraisals" are available and lender underwriting requirements vary in this regard. If Buyer's performance under this Contract is to be independently conditioned upon the Property appraising at $\alpha$ specified value, then Buyer should complete and attach to this Contract an appropriate Rider.
55 56 57	6. TITLE AND SURVEY. At Closing, Seller shall transfer marketable title to the Property subject only to the Permitted Exceptions, as directed by Buyer, by (unless otherwise specifically agreed) (check one): general warranty deed special warranty deed, or other the "Deed") in properly
8	executed and recordable form.
9	Withindays (10 days if none stated) after the Effective Date (check applicable box below):
70 71	A. Seller shall deliver to Buyer, at Seller's cost, a commitment (the "Title Commitment") to issue a current ALTA owner's policy of title insurance in the amount of the Purchase Price (the "Owner's Policy") at Seller's cost.
2	☐ B. Seller shall deliver to Buyer an abstract of title certified to date, at Seller's cost.
73 74	C. Seller shall deliver to Buyer, a Title Commitment at Seller's cost to issue an Owner's Policy at Buyer's cost. (Specify if otherwise)
75 76	D. Buyer may order an abstractor or an authorized title insurance company to issue an abstract or Title Commitment for an Owner's Policy (both at Buyer's cost).
78 79 30 31 32	a survey of the Property in Seller's possession, Seller shall promptly deliver a copy to Buyer after the Effective Date. Buyer, at its sole option, expense and liability may also obtain a survey of the Property ("Survey") to determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other adverse matters that may be disclosed. Buyer acknowledges that all surveys are not alike (i.e., a "spot survey" is not the same as a "stake survey") and may not disclose all defects. Note: Buyer should consult with its lender and the title company as to their survey requirements and in order to provide full survey coverage to Buyer.
33 34 35 36 37 88	Buyer shall have days (20 days if none is stated) after the Effective Date to review the Title Commitment (or abstract, as the case may be), including copies of all subdivision, use and other restrictions, rights of way and easements, and all other recorded documents referenced as exceptions therein which Buyer may desire to obtain (the "Review Period"), and to deliver Notice to Seller of any objections which Buyer has to any matters shown or referred to therein and/or the Survey ("Objections"). If any of boxes 6A, 6B or 6C is checked and Seller does not timely deliver to Buyer the Title Commitment (or abstract, as the case may be), then Buyer may either obtain the same directly at Seller's cost or elect to terminate this Contract, in which case the Earnest Money is to be returned to Buyer (subject to Section 8). Failure to timely deliver Notice to Seller of any Objections within the Review Period will constitute a waiver by Buyer of any Objections.
91 92 93 94 95 96 97 98 99 00 01	If Buyer does timely object, Buyer must also deliver a copy of the Survey and/or Title Commitment to Seller pertaining to such Objections. Seller shall have days (7 days if none stated) from receipt of Buyer's Not ce of Objections to agree in writing to correct the same prior to Closing at Seller's expense. If Seller does not so agree, then this Contract shall automatically terminate unless Buyer, within additional days (3 days if none stated) after Buyer's receipt of Seller's response to Buyer's Objections, agrees in writing to accept the title without correction of such Objections. Note: If Seller fails to timely respond to Buyer's Objections, then Seller shall be deemed to have refused to agree to correct any such Objections. If the Contract is terminated under this Section, then the Earnest Money is to be refunded to Buyer (subject to Section 8) and if any defect objected to causes a failure of marketable title, then Seller shall be liable for survey and title examination charges. Seller shall be liable for clearing any exception to title that arises between the Effective Date and Closing and any existing lien (other than general taxes and any installments of special taxes or assessments to be prorated at Closing) may be paid out of the Purchase Price proceeds. Subject thereto, any item shown on the Title Commitment, abstract or Survey (or which could have been shown on a survey) and to which Buyer does not timely submit an Objection during the Feview Period, or for which Buyer waives Buyer's Objections as set forth herein, and specifically including all laws and zoning ordinances, are collectively referred to herein as the "Permitted Exceptions". The Owner's Policy must include mechanic's lien and inflation coverage, unless the title company issuing the Owner's Policy does not make available such coverage(s), or unless otherwise provided herein. Buyer is responsible for the cost of any lender's policy of title insurance to be issued. If this Contract is terminated for any reason, the abstract
05 06 07 08	7. INSPECTIONS. Buyer may, at Buyer's option and expense, obtain written inspection reports of the Property from any independent

Contract. The results of any inspection or test and the reports and conclusions of Buyer and Buyer's representatives shall be kept confidential PAGE 2 OF 7 LND-2000

expenses, operation or any other matter or thing affecting or relating to the Property, excepting only as may be expressly set forth in this

111 Seller agrees to permit Buyer or its representatives to enter the Property during reasonable hours and upon reasonable Notice to Seller and to allow Buyer to perform such inspections; provided that such investigations do not unreasonably disrupt the operation of the Property or Seller's business and/or cause any material or permanent Property damage. Buyer acknowledges that neither Seller nor anyone on Seller's behalf has made, nor do they hereby make, any warranties, guarantees or representations as to the past, present or future condition, income,

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(except as required by law) by Buyer and Buyer's representatives; provided that Buyer may disclose such items to Buyer's attorney, 117 accountants, lenders and other parties reasonably necessary to enable Buyer to evaluate the Property. Buyer shall directly maintain, and shall 118 cause any contractor or consultant engaged by it or its lender to maintain, adequate insurance at all times while performing any inspection at 119 the Property.

Buyer shall furnish a complete copy of the written inspection report(s) and/or Additional Property Data to Seller with a written list of 121 days (10 days if none stated) after the Effective Date (the 122 unacceptable condition(s) (the "Inspection Notice", See MSC-2050) within "Inspection Period"). (Note: Buyer is allowed to submit only 1 Inspection Notice during the Inspection Period. The Inspection Notice 123 should include all matters unacceptable to Buyer). Buyer agrees to immedia ely repair any damage to the Property and to indemnify and 124 hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation reasonable attorney fees and 125 court costs resulting from these inspections. Buyer's obligations under this Section shall survive termination of this Contract. If Seller has 126 not received an Inspection Notice by the end of the Inspection Period, Buyer shall be deemed to be satisfied with the results of such 127 inspection(s). If timely Inspection Notice is given, it shall state whether: (1) Buyer is satisfied with all the inspections; (2) Buyer intends that any unacceptable conditions are to be satisfied by Seller (prior to Closing, inless otherwise specified); or (3) Buyer is terminating the 129 Contract with the Earnest Money to be returned to Buyer (subject to Section 8) Failure to obtain any inspection shall constitute a waiver and 130 131 acceptance by Buyer of any condition any inspection may have disclosed.

days (7 days if none stated) after Seller's receipt of the Inspection If this Contract is not terminated as provided above, Seller shall have \_ 132 Notice (the "Initial Response Period") in which to respond in writing to Buy ar's Inspection Notice. (Note: If Seller fails to timely respond 133 to Buyer's Inspection Notice, then Seller shall be deemed to have refused to agree to correct any alleged defects, or to provide a monetary 134 days (3 days if none stated) after Buyer's receipt of Seller's response to adjustment at Closing). The parties shall have an additional 135 Buyer's Inspection Notice to reach an agreement in writing as to who will complete and pay for the correction of the defects, or as to a monetary adjustment at Closing in lieu of correction of the defects, or the Contract is to be deemed to be automatically terminated and the 137 Earnest Money shall be returned to Buyer (subject to Section 8); provided, however, that either a written commitment by Seller to correct 138 139 those items submitted by Buyer for correction during the Inspection Period at Seller's expense, or a written commitment by Buyer to accept the Property without correction of any unacceptable condition(s) which Buyer originally objected to, shall constitute an "agreement" for 140 purposes of this paragraph, even after earlier negotiation failed to produce an agreement. Note: A monetary adjustment may affect the terms of Buyer's loan (e.g., down payment, interest rate). Failure to correct a physical defect may affect Buyer's ability to obtain any required 142 143 occupancy permit.

Buyer and all Brokers may be present during any inspections and the "walk-through". Such presence shall only serve to assist in the coordination of and compliance with the terms of this Contract and shall not in my way be interpreted as providing the Brokers with a special knowledge or understanding of any inspection results. The parties will rely only upon the written inspection results received directly from the appropriate expert(s), and acknowledge that Brokers have no expertise or responsibility in determining any defects that may be disclosed by any reports, records or other inspections, warranties or services. Buyer acknowledges that: (1) Buyer will not rely upon Brokers in any way 148 as to the selection or engagement of a particular company for any inspection, warranty or service; (2) inspections, warranties and services 149 may be offered by more than one company and the determination to select and engage a particular company and the completeness and 150 satisfaction of any such inspection, warranty or service is the sole responsibility of Buyer; and (3) when choosing to engage a lender, inspector, warranty, service, title or repair company, or any other service provider, Buyer should consider, but not be limited by, the existence 152 of errors and omissions insurance, liability insurance, business and professional licensure, membership in professional associations and years of experience. Note: Pursuant to Missouri law, a real estate licensee, including the broker(s) assisting Buyer and/or Seller and their respective licensees (identified in the Brokerage Relationship disclosure Section below, collectively, the "Brokers"), shall be immune from 155 liability for statements made by engineers, land surveyors, geologists, environmental hazard experts, wood destroying inspection and 156 control experts, termite inspectors, mortgage brokers, home inspectors, or other home inspection experts unless: (1) the statement was 157 made by a person employed by the licensee or the Broker with whom the licensee is associated; (2) the person making the statement was 158 selected and engaged by the licensee; or (3) the licensee knew prior to Closing that the statement was false or the licensee acted in reckless disregard as to whether the statement was true or false. A licensee shall not be the subject of any action and no action shall be instituted 160 against a licensee for any information contained in any Seller's disclosure furnished to Buyer, unless the licensee is a signatory to such or 161 the licensee knew prior to Closing that the statement was false or acted in reckless disregard as to whether the statement was true or false. 162 A licensee acting as a courier of documents referenced in this section shall not be considered to be making the statements contained in such documents.

DISPOSITION OF EARNEST MONEY AND OTHER ESCROWED FUNDS AND DOCUMENTS. Regardless of any other terms of this Contract regarding forfeiture or return of Earnest Money, the Escrow Agent and/or Closing Agent (as the case may be, "Escrow Holder") shall not distribute the Earnest Money or any other escrowed funds, personal property or documents held by it ("Escrow Items") without the written consent of all parties to this Contract (signature on Closing Statement may constitute such consent). Absent such written consent, Escrow Holder shall continue to hold said Escrow Items in escrow until: (1) Escrow Holder has a written release signed by all parties consenting to its disposition; (2) a civil action is filed to determine its disposition (including an interpleader filed by Escrow Holder), at which time payment and delivery of the Earnest Money and/or any other Escrowed Items may be made into court, less any attorney fees, court costs and other legal expenses incurred by Escrow Holder in connection therewith; (3) a court order or final judgment mandates its disposition; or (4) as may be required by applicable law. The parties specifically acknowledge and agree that whenever ownership of the Earnest Money or any other escrowed funds received by a Missouri licensed real estate broker is n dispute between the parties, said Escrow Holder is required by §339.105.4 RSMo to report and deliver the moneys to the State Treasurer within 365 days of the initial projected Closing Date. Escrow Holder is hereby authorized to report and deliver any such moneys to the State Treasurer at any time following sixty (60) days after the initial projected Closing Date (absent receipt of the written consent of all parties as set forth above). Note: An Escrow Holder who is not a licensed real estate broker is not bound by certain Missouri statutes and regulations which apply to earnest money deposits, or by the terms of this Contract regarding any Escrow Items, unless it separately agrees in writing. In any reference in this Contract (including any attached Rider) to the return of Earnest Money to Buyer, Buyer agrees that any expenses incurred by or on behalf of Buyer may be withheld by Escrow Holder and paid to the applicable service provider(s).

LOSS; CONDEMNATION. Risk of loss to improvements on the Property shall be borne by Seller until Closing. Seller agrees to 182 maintain Seller's current fire and extended coverage insurance (if any) on the l'roperty until Closing. Seller shall do ordinary and necessary 183 maintenance, upkeep and repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by eminent 184

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domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if all or any part of the 185 Property is destroyed or materially damaged, then Seller shall immediately provide Notice to Buyer of any such event, together with copies of 186 any written communications to and from the condemning authority and/or insurer (as the case may be), the amount of proceeds payable, and 187 whether Seller intends to restore, prior to the scheduled Closing Date, the Property to its condition as of the Effective Date. If Seller restores the Property to its prior condition before the scheduled Closing Date, then Buyer and Seller shall proceed with the Closing. 189

If the Property is not to be restored to its prior condition by Seller before the scheduled Closing Date, then Seller shall immediately provide Buyer with a copy of any policy(ies) of insurance, the name and number of the agent for each policy and written authorization (if needed) for Buyer to communicate with the insurer. Buyer may then either: (1) proceed with the transaction and be entitled to all insurance proceeds 192 (and/or condemnation payments and awards), if any, payable to Seller relating to the Property, in which case the amount of any such 193 payments theretofore made to Seller (plus the amount equal to any deductible not covered by insurance) shall be a credit against the Purchase 194 Price otherwise payable by Buyer at Closing, and Seller shall assign to Buyer all remaining claims and rights to or arising out of any such 195 casualty or taking, including the right to conduct any litigation with respect thereto; or (2) rescind the Contract, and thereby release all parties from further liability hereunder, in which case the Earnest Money shall be returned to Buyer (subject to Section 8). Buyer shall give Notice 197 of Buyer's election to Seller within 10 days after Buyer has received Notice of such damage or destruction and the aforesaid insurance 198 information, and Closing will be extended accordingly, if required (i.e., if such information is not received by Buyer more than 10 days prior to the date scheduled for Closing). Seller shall not settle any claim regarding a taking of any part of the Property by eminent domain or 200 201 condemnation prior to the Closing (or earlier termination of this Contract) without the prior written approval of Buyer, which approval shall not be unreasonably withheld, conditioned or delayed. Failure by Buyer to so notify Seller shall constitute an election to rescind this 202 Contract. A rescission hereunder does not constitute a default by Seller. If Buyer elects to proceed to Closing and Seller has agreed to 203 finance a part of the Purchase Price, then Buyer must use any insurance proceeds to restore the improvements. The provisions of this Section 204 205 shall survive Closing.

10. ADJUSTMENTS AND CLOSING COSTS. Adjustments, charges and Closing costs are agreed to be paid by the parties with sufficient Funds to satisfy their respective obligations hereunder, as of the date of Closing (except as may otherwise be expressly set forth herein or in a rider hereto). Such matters and the following prorations shall be itemized on a closing statement prepared by Closing Agent and executed by Buyer and Seller at or prior to Closing (the "Closing Statement"), together with all other documents required of them pursuant to this Contract and/or customarily required by Closing Agent to complete the Closing. The parties hereby specifically permit the involved Broker(s) to obtain and retain copies of both Buyer's and Seller's Closing Statements as required by 20 CSR 2250-8.150.

Buyer shall pay for (where applicable): (a) hazard insurance premium(s) from and after Closing; (b) flood insurance premium if required 212 by lender; (c) fees for the Survey or any appraisal ordered by or for Buyer; d) title company charges (including Closing, recording and escrow fees) customarily paid by a buyer in the County where the Property is located; (e) charges imposed by lender (e.g., appraisal and 214 credit report fees, loan discount "points", loan origination or funding fees and other loan expenses), unless specifically agreed to be paid by 215 Seller; (f) building, termite, environmental and any other inspections ordered by Buyer; (g) special taxes, special subdivision and any other 216 owner association assessments ("Special Assessments") levied after Closing; (11) the value of any heating oil or propane gas left in any tank 217 at the Property (based on current market rate charged by supplier); (i) agreed upon repairs; (j) applicable municipal occupancy permit fee; and (k) any commission or other compensation due from Buyer to the Broker(s). 219

Seller shall pay for (where applicable): (a) existing liens (recorded and unrecorded) and existing loans on the Property (if not assumed by 220 Buyer); (b) expenses of Buyer's loan agreed to by Seller in Section 5; (c) title company charges (including Closing, releasing and escrow fees) customarily paid by a seller in the County where the Property is located; (d) required municipal, conservation district and fire district 222 inspection fees; (e) so-called "one-time" Special Assessments levied before Closing; (f) security deposits and prepaid rents and expenses or 223 Income (as defined below) held by Seller (to be credited to Buyer at Closing); (g) agreed upon repairs; and (h) any commission or other 224 225 compensation due from Seller to the Broker(s).

Buyer and Seller shall prorate and adjust between them on the basis of 30 days to the month as of the date of Closing (Seller to pay for 226 day of Closing): (a) current rents (Seller to receive rent for day of Closing), wi h rents delinquent over 30 days to be collected by Seller and 227 not adjusted; (b) all other profits, royalties, tolls or earnings arising out of or in connection with the Property ("Income") provided that no 228 proration shall be made to any Income of which any portion is more than thirty (30) calendar days past due, which delinquent Income may be 229 collected by Seller. Buyer shall, upon receipt, turn over to Seller any Income received by Buyer after Closing pertaining to any time period 230 prior to Closing and for which no adjustment has been made, after deducting and crediting any amounts due to Buyer for any time period after 231 Closing; (c) general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year); 232 (d) installments of Special Assessments becoming due during the calendar year of Closing; (e) subdivision upkeep assessments and monthly 233 association fee; (f) interest (if Buyer assumes an existing loan per Section 5 airove); and (g) flat rate utility charges (including water, sewer and trash).

11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE. This Contract is binding on and shall inure to the benefit of 236 the parties and their respective heirs, successors and permitted assigns. Buyer may not assign this Contract without the written consent of Seller if: (a) Seller is taking back a note and deed of trust as part of the Furchase Price, or (b) Buyer is assuming the existing note. 238 Assignment does not relieve the parties from their obligations under this Contract. The parties acknowledge that Buyer may desire to acquire, 239 and/or Seller may desire to sell, the Property as part of a like-kind exchange ("Exchange") pursuant to §1031 of the Internal Revenue Code (the "Code"). Each party agrees to cooperate with the other and its qualified intermediary/third-party facilitator in connection with any such 241 Exchange, provided however, in no event shall Closing hereunder be delayed or affected by reason of an Exchange, nor shall consummation 242 of an Exchange be a condition precedent or subsequent to any obligations of the parties under this Contract. No party shall be required to incur any cost or expense, or to acquire or hold title to any real property, for purposes of consummating an Exchange at the request of another 244 245 party (the "Requesting Party"). In addition, no party shall, by this Contract or acquiescence to an Exchange by a Requesting Party, have its rights or obligations hereunder affected in any manner, or be deemed to have warranted to a Requesting Party that such Exchange in fact 246 complies with the Code. A Requesting Party shall reimburse each other party for any cost or expense incurred by such non-requesting party 247 with respect to an Exchange. 248

ENTIRE AGREEMENT/MODIFICATION. This Contract and any rider(s) or other attachments hereto (if any) constitute the entire 249 agreement between the parties hereto concerning the Property. There are no other understandings, written or oral, relating to the subject 250 matter hereof. This Contract may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

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- 252 13. **DEFAULT/REMEDIES.** If either party defaults in the performance of any obligation under this Contract, the party claiming a default shall notify the other party in writing of the nature of the default and the party's election of remedy. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default. Following a default by either Seller or Buyer, the other party shall have the following remedies:
  - A. Seller Defaults. If Seller defaults, Buyer may: (1) specifically enforce this Contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property; (2) terminate this Contract by Notice to Seller, and agree to release Seller from liability upon Seller's release of the Earnest Money and reimbursement to Buyer for all actual costs and expenses incurred by Buyer (and which are to be specified in Buyer's Notice of default) as liquidated damages and as Buyer's sole remedy (the parties recognizing that it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Seller's breach, and that return of the Earnest Money plus all actual costs and expenses incurred by Buyer represents as fair an approximation of such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money, less any expenses incurred by or on behalf of Buyer, shall be returned to Buyer (subject to Section 8). Buyer's release of Seller shall not relieve Seller's liability (if any) to the Broker assisting Seller pursuant to any listing or other brokerage service agreement between them.
  - B. Buyer Defaults. If Buyer defaults, Seller may: (1) specifically enforce this Contract and recover damages suffered by Seller as a result of the delay in the sale of the Property; (2) terminate this Contract by Notice to Buyer, and (subject to Section 8) retain the Earnest Money as liquidated damages and as Seller's sole remedy (the parties recognizing it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money represents as fair an approximation of such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If Earnest Money is retained by Seller as liquidated damages, any right or interest of the Broker assisting Seller with respect thereto shall be as set forth in the listing or other brokerage service agreement entered into between them.
- 272 14. PREVAILING PARTY. In the event of any litigation between the parties pertaining to this Contract, the prevailing party shall be 273 entitled to recover, in addition to any damages or equitable relief, the costs and expenses of litigation, including court costs and reasonable 274 attorney fees. The provisions of this Section shall survive Closing or any termina ion of this Contract.

#### 15. SELLER'S DISCLOSURE STATEMENT. (check one)

- A. Buyer confirms that before signing this offer to purchase, Buyer has received a completed Seller's Disclosure Statement for this Property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is advised to address any concerns Buyer may have about information in the Seller's Disclosure Statement by use of conditions to performance under this Contract.

  B. Seller agrees to provide Buyer with a Seller's Disclosure Statement (MAR form DSC-8020) within 1 day after the Effective Date.
- B. Seller agrees to provide Buyer with a Seller's Disclosure Statement (MAR form DSC-8020) within 1 day after the Effective Date.

  Buyer shall have 3 days after delivery of the Disclosure Statement to review said disclosure and to deliver Notice of termination to Seller if this Contract is to be terminated, in which case the Earnest Money shall (subject to Section 8) be returned to Buyer. If Buyer does not timely deliver Notice of termination to Seller, then Buyer shall be deemed to have accepted the Disclosure Statement without objection.
- 283 C. No Seller's Disclosure Statement will be provided by Seller.
- Selter confirms that the information in the Seller's Disclosure Statement (if any) is (or when delivered will be) accurate, to the best of Seller's knowledge, as of the Effective Date of this Contract. Seller will fully and promptly disclose in writing to Buyer any new information pertaining to the Property that is discovered by or made known to Seller at any time prior to Closing and constitutes an adverse material fact or would make any existing information set forth in the Seller's Disclosure Statement false or materially misleading.
- 288 16. FINAL WALK-THROUGH. Buyer, its representatives and any inspector whose report prompted a request for repairs, shall have the 289 right to enter and "walk-through" and verify the condition of the Property. Seller will arrange, at Seller's expense, to have all utilities turned on during the Inspection Period and during this "walk-through" (unless utilities have been transferred to Buyer). If the Property is then 291 vacant, Buyer shall have the right to have the utilities transferred to Buyer within \_days (4 days if none stated) prior to Closing. This 292 "walk-through" is not for the purpose of conducting any new inspection, but or ly for Buyer to confirm that: (1) the Property is in the same 293 general condition as it was on the Effective Date; and (2) repairs agreed upon (if any) are completed in a workmanlike manner. Waiver of 294 any inspection does not waive the right to a "walk-through". Closing does not relieve Seller of any obligation to complete any repairs agreed 295 upon or required by this Contract.
- 296 17. SIGNATURES. This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Contract, a document signed and/or transmitted by any electronic form deemed valid in accordance with the Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile machine, digital signature or a scanned image, such as a pdf via e-mail, is to be treated as an original signature and document.
- GOVERNING LAW/CONSTRUCTION. This Contract shall be construed in accordance with the laws of the State of Missouri, 300 including the requirement to act in good faith. The terms "Seller" and "Buyer" may be either singular or plural masculine, feminine or neuter 301 gender, according to whichever is evidenced by the signatures below. Section captions in this Contract are intended solely for convenience of 303 reference and will not be deemed to modify, place any restriction upon, or explain any provisions of this Contract. If any one or more provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, 304 305 illegality or unenforceability shall not be deemed to terminate this Contract or to affect any other provision hereof, but rather this Contract shall, to the fullest extent permitted by law, remain in full force and effect and be construed as if such invalid, illegal or unenforceable 306 provision(s) had never been contained herein; provided, however, that such provision(s) may be referred to in order to determine the intent of 308 the parties.
- NOTICES. Any notice, consent, approval, request, waiver, objection or other communication (collectively, "Notice") required under this Contract (after its acceptance) to be delivered to Seller shall be in writing and shall be deemed to have been delivered to Seller upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Seller, whether as a limited agent pursuant to a listing contract, a designated agent (if any) acting on behalf of Seller, a dual agent or transaction broker. Likewise, any Notice to be delivered to Buyer shall be in writing and shall be deemed delivered to Buyer upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Buyer, whether as a limited agent pursuant to a buyer's agency agreement, a designated agent (if any) acting on behalf of Buyer, a dual agent, transaction broker or as a Seller's subagent. Refusal to accept service of a Notice shall constitute delivery of the Notice.

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	Refe	rence (e.g., Seller & Buyer) Payne 1	<u> Enterprises - City c</u>	of Columbia	
316 317 318 319	<b>20.</b> □ <b>×</b>	Other contingencies set forth on Sixhibi	tions MSC-2020	Dispute R	esolution MSC-2030
320 321 322	21.	SPECIAL AGREEMENTS. Environmental Review Conting	ency to be allowed	d up to 90 day	ys for completion.
323 324					
325 326 327					
328 329					
330 331 332 333 334 335 336	<ul><li><b>⊠</b></li><li><b>23.</b></li><li><b>⋈</b></li><li>Selle</li></ul>	PRINCIPAL(S) INVOLVED. (check one, neither or both, as appl Seller  Buyer is a licensed real estate broker or salesperson and SOURCE(S) OF BROKER(S) COMPENSATION OR COMMI Seller  Buyer each represent and warrant to the other and to the Biton below is (are) the only real estate broker(s) involved in this sale.	d is a principal party in SSION. (check one, no	either or both, as	applicable)
337 338 339 340 341	24. by the regulation	BROKERAGE RELATIONSHIP. By signing below, Buyer and the Missouri Real Estate Commission, and that disclosure of the unlation, was made to the Seller and/or Buyer or their respective agents (see(s), no later than the first showing of the Property, upon first incomplete.)	ndersigned licensee(s) s and/or transaction br	brokerage relat okers (as the cas	ionship, as required by law or e may be), by said undersigned
342 343 344 345 346 347 348 349		Buyer's Limited Agent (acting on behalf of Buyer).  Seller's Limited Agent (acting on behalf of Buyer).  Seller's Limited Agent (acting on behalf of Seller).  Dual Agent (acting on behalf of both Buyer and Seller).  Designated Agent (designated to act on behalf of Buyer).  Transaction Broker Assisting Buyer (not acting on behalf of either Buyer or Seller).  Subagent of Seller (acting on behalf of Seller)	352 Seller's I 353 Dual Age 354 Designat 355 Transact	Limited Agent (ac Limited Agent (ac ent (acting on beha ed Agent (designa	theck appropriate box) ting on behalf of Buyer). ting on behalf of Seller). dif of both Seller and Buyer). ted to act on behalf of Seller). ting Seller (not acting on behalf of
357	By s	igning below, the licensee(s) confirm making timely disclosure of its House of Brokers Realty, Inc.		p to the appropri	ate parties.
358 359	Brol	ker's Firm Assisting Buyer (and MLS ID No., if required)			nd MLS ID No., if required)
360	Ву (	Signature) audrey Spieler	By (Signature)		
361		nsee's Printed Name:Audrey Spieler	Licensee's Printed	Name:	John Payne
362	Date	:	Date:	·	
363 364		FRANCHISE DISCLOSURE. Although one or more of the Broken acts of said Broker(s).	cers may be a member	of a franchise, t	he franchisor is not responsible
365 366 367	Clos	SALES INFORMATION. Permission is hereby granted by Selle ing, sales information of this transaction, including Purchase Price and of REALTORS®, its members, member's prospects, appraisers and	nd Preperty address, t	o any multi-listi	ng service, local Association or
368 369		FOREIGN INVESTMENT. Seller represents that it is not a foreig (26 U.S.C. §1445) and agrees to deliver a certificate at Closing to that			
370 371 372	not a	ANTI-TERRORISM. Each party hereto represents and warrants acting, directly or indirectly, for or on behalf of any person or entity and in Presidential Executive Order 13224), or with whom you are presidential executive Order 13224.	y, named as a Speciall	ly Designated N	ational and Blocked Person (as
373 374 375	this e	ACCEPTANCE DEADLINE. Buyer's offer to purchase the Proposition of the	perty from Seller shall cceptance is made to	automatically e Buyer or to the	xpire if Seller has not accepted licensee assisting the Buyer by
376 377 378	All r	TIME IS OF THE ESSENCE. Time is of the essence in the preferences to a specified time shall mean Central Time. With the except 24-hour calendar day, seven (7) days per week.			

	Reference (e.g., Seller & Buyer)	yne Enterprises - City of Colum	bia
379	BUYER: (for a poration, limited liability company, parts	nership or other form of legal entity	<i>))</i>
380		Attest:	
381	By:		
	Printed Name: Mike Matthes		
383	Title: Cty Manager, City of Columbia	Date:	Time:
384	Date:Time:		
385	BUYER: (for one or more individuals)		
386 387	Buyer	Buyer	V-10-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1
388	Printed Name:	•	
389	Date:Time:	Date:	Time:
390	SELLER (check one and initial)   reje	ects Counter offers (Counter	Offer form MSC-2040, which
391		ated into this Contract).	Offer form WISC-2040, which
	<u> </u>	**** = **** ***** = * * * * * * * * * *	
392	By signing below, Seller indicates Seller has ACCEP's	TED this offer.	
393	SELLER: (for a corporation, limited liability company, part	nership or other form of legal entit	ν)
394		Aftest:	,,
395	By:		
396	Printed Name: Payne Enterprizes - Corp	Printed Name:	
	Title:	Date:	Time:
398	Date:Time:		
	SELLER: (for one or more individuals)		
400 401	Seller	Seller	
402	Printed Name:	Printed Name:	
403	Date:Time:	Date:	Time:
	*********	* * * * * * * * * * * * * * * * * * * *	*****
404	RECEIPT AND AC	KNOWLEDGEMENT	
405 406	Receipt of the Earnest Money is acknowledged by the underst Section 3.	gned and will be delivered to Escro	w Agent for deposit as set forth in
407	By (Signature)	<del></del>	
408	Licensee's Printed Name:	Date:	A

Approved by legal counsel for use exclusively by current members of the Missouri Association of Realtors, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Contract be made. Last Revised 12/31/10.

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## Exhibit A

## List of Contingencies for Homeless Drop- n Center Site Purchase

## 1. Environmental Review Contingency Language

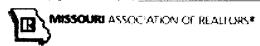
Notwithstanding any other provision of this Contract, Purchaser shall have no obligation to purchase the Property, and no transfer of title to the Furchaser may occur, unless and until [City of Columbia] has provided Purchaser and/or Seller with a written notification that: (1) it has completed a federally required environmental review and its request for release of federal funds has been approved and, subject to any other Contingencies in this Contract, (a) the purchase may proceed, or (b) the purchase may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the property; or (2) it has determined that the purchase is exempt from federal environmental review and a request for release of funds is not required. [City of Columbia] shall use its best efforts to conclude the environmental review of the property expeditiously.

## 2. Council Approval Contingency Language

This contract is contingent upon formal approval by the Columbia City Council.

### 3. Rezoning Contingency

This contract is contingent upon formal Columbia City Council approval of rezoning the property to Planned Office District (O-P).



This Contract has important legal and tax consequences If not understood, consult your attorney before signing.

## **Contract for Sale of Vacant Land**

1	This Contract is made between	Mike Matthes, C	ity Manager, City of C	olumbia, N	/lissouri	("Seller")
2	and The "Effective Date" shall be the	Payne Enterp	rises Corp			, ("Buyer").
	The "Effective Date" shall be the any).	late adjacent to the signature of	the last party to sign this	Contract or th	ne Counter Off	fer attached hereto (if
6 7	1. PROPERTY. Seller agrees to no legal description is included be Survey pursuant to Section 6 below "Property."  Lot 6 J C Conley Add Sur 89/	). Such real estate and any other	Seller's deed(s) to gover included property set for	n. Legal des th below is c (Chec	cription(s) ma ollectively ref	ly be confirmed by a
9 10	Section Township Range	8th Street North Street Address	Columbia City	MO State	65201 Zip Code	Boone County
11 12 13 14		LUSIONS. Note: This Contractor what is included in this salitems which may be subject to	e. To avoid misundersta o question. The Purchase	nding, the p Price and t	parties are urg the Property i	ged to list below, as ncludes all existing
16 17 18	The following items are also include	· -		nery or other	personal prop	perty to be included):
	The following items are excluded fr	rom the sale (e.g., list any items l	eased or otherwise not ow	•		
22	3. PURCHASE PRICE.					
23	\$					by Buyer as follows:
	\$	as "l	Earnest Money" in the for	rm of (check	one):	
26 27	personal check cashier's ch forth at the Receipt and Acknowled days after the Effective Date in an ex- Escrow Agent may retain any inter-	dgement following the end of the scrow account with	is Contract, and which sh	all be depos	ited not later t	han ten (10) banking ("Escrow Agent").
29	shall pay the balance of the Purchase	e Price by cashier's check or other	r form of funds acceptable	to Closing A	Agent ("Funds	s") at Closing.
	together with all other do		ired by this Contra	ct, the "	Closing") at	t the office of "Closing Agent") in
33		State , on, on			(	the "Closing Date").
35	Possession and all keys will be deli	vered to Buyer at (check one)	Closing or other			
37	Note: If possession is to be transficent and attach an appropriate following possession.	erred on a day other than day of the rider(s). Brokers are not resp	of Closing or if the Prope onsible for delivery of ke	erty is tenant ys. It is reco	occupied, the mmended that	en the parties should Buyer change locks
40	Seller warrants that the Property wi any lease or other agreement appro- required by this Contract), ordinary	oved pursuant to this Contract),				
42	5. FINANCING. (Check applica	ble box)				
	A. Not Conditioned Upon <i>Price</i> ).	Financing. (Although not a co	ndition to performance, l	Buyer may fi	nance any por	tion of the Purchase
45	B. Nonconventional. (Attac	ch Financing Agreements rider, M	MSC-2010 for Assumption	; Seller Fina	ncing; or Gove	ernment financing).
49 50 51	and other instruments, and to coope a Notice, provided by Buyer's lend on the date (the "Loan Commitment deemed waived and Buyer's perforn however, if such lender will not give providing a notarized affidavit that	er, to Seller of Buyer's inability at Date") which isdays mance under this Contract shall be Buyer such Notice then Buyer	financing necessary to conto obtain a loan commitm (15 days if none stated) at thereafter not be condition r may directly notify Seller	nplete this tra nent on the to ter the Effect ned upon Buy er (on or befo	ansaction. If B erms described ive Date then to ver's obtaining one the Loan C	uyer does not deliver d below by 5:00 p.m. this condition shall be financing; provided, commitment Date) by

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	Reference (e.g., Seller & Buyer) Payne Enterprises - City of Columbia
53 54 55	unable to obtain such Notice from lender. If Buyer has complied with the terms of this paragraph and has timely provided Notice to Seller of Buyer's inability to obtain the loan commitment, then this Contract shall terminate with Earnest Money to be returned to Buyer (subject to Section 8).
56	(Complete one or both) Loan amount: % of the Purchase Price, or \$
57	Initial interest rate not to exceed:
58 59 60	Type (check one):
61	A lender's loan approval process may not include an appraisal or other such comparison or determination of value of the Property. Different types of "appraisals" are available and lender underwriting requirements vary in this regard. If Buyer's performance under this Contract is to be independently conditioned upon the Property appraising at a specified value, then Buyer should complete and attach to this Contract an appropriate Rider.
65 66 67	6. TITLE AND SURVEY. At Closing, Seller shall transfer marketable title to the Property subject only to the Permitted Exceptions, as directed by Buyer, by (unless otherwise specifically agreed) (check one): general warranty deed special warranty deed, or other the "Deed") in properly
68	executed and recordable form.
69	Withindays (10 days if none stated) after the Effective Date (check applicable box below):
70 71	A. Seller shall deliver to Buyer, at Seller's cost, a commitment (the "Title Commitment") to issue a current ALTA owner's policy of title insurance in the amount of the Purchase Price (the "Owner's Policy") at Seller's cost.
72	B. Seller shall deliver to Buyer an abstract of title certified to date, at Seller's cost.
73 74	C. Seller shall deliver to Buyer, a Title Commitment at Seller's cost to issue an Owner's Policy at Buyer's cost. (Specify if otherwise)
75 76	Buyer may order an abstractor or an authorized title insurance company to issue an abstract or Title Commitment for an Owner's Policy (both at Buyer's cost).
77 78 79 80 81 82	The Title Commitment (or abstract, as the case may be) shall be issued by the Closing Agent, unless otherwise specified. If Seller already has a survey of the Property in Seller's possession, Seller shall promptly deliver a copy to Buyer after the Effective Date. Buyer, at its sole option, expense and liability may also obtain a survey of the Property ("Survey") to determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other adverse matters that may be disclosed. Buyer acknowledges that all surveys are not alike (i.e., a "spot survey" is not the same as a "stake survey") and may not disclose all defects. Note: Buyer should consult with its lender and the title company as to their survey requirements and in order to provide full survey coverage to Buyer.
83 84 85 86 87 88 89	Buyer shall have days (20 days if none is stated) after the Effective Date to review the Title Commitment (or abstract, as the case may be), including copies of all subdivision, use and other restrictions, rights of way and easements, and all other recorded documents referenced as exceptions therein which Buyer may desire to obtain (the "Review Period"), and to deliver Notice to Seller of any objections which Buyer has to any matters shown or referred to therein and/or the Survey ("Objections"). If any of boxes 6A, 6B or 6C is checked and Seller does not timely deliver to Buyer the Title Commitment (or abstract, as the case may be), then Buyer may either obtain the same directly at Seller's cost or elect to terminate this Contract, in which case the Earnest Money is to be returned to Buyer (subject to Section 8). Failure to timely deliver Notice to Seller of any Objections within the Review Period will constitute a waiver by Buyer of any Objections.
90 91 92 93 94 95 96 97 98 99 100 101 102 103 104	If Buyer does timely object, Buyer must also deliver a copy of the Survey and/or Title Commitment to Seller pertaining to such Objections. Seller shall have days (7 days if none stated) from receipt of Buyer's Notice of Objections to agree in writing to correct the same prior to Closing at Seller's expense. If Seller does not so agree, then this Contract shall automatically terminate unless Buyer, within additional days (3 days if none stated) after Buyer's receipt of Seller's response to Buyer's Objections, agrees in writing to accept the title without correction of such Objections. Note: If Seller fails to timely respond to Buyer's Objections, then Seller shall be deemed to have refused to agree to correct any such Objections. If the Contract is terminated under this Section, then the Earnest Money is to be refunded to Buyer (subject to Section 8) and if any defect objected to causes a failure of marketable title, then Seller shall be liable for survey and title examination charges. Seller shall be liable for clearing any exception to title that arises between the Effective Date and Closing and any existing lien (other than general taxes and any installments of special taxes or assessments to be prorated at Closing) may be paid out of the Purchase Price proceeds. Subject thereto, any item shown on the Title Commitment, abstract or Survey (or which could have been shown on a survey) and to which Buyer does not timely submit an Objection during the Review Period, or for which Buyer waives Buyer's Objections as set forth herein, and specifically including all laws and zoning ordinances, are collectively referred to herein as the "Permitted Exceptions". The Owner's Policy must include mechanic's lien and inflation coverage, unless the title company issuing the Owner's Policy does not make available such coverage(s), or unless otherwise provided herein. Buyer is responsible for the cost of any lender's policy of title insurance to be issued. If this Contract is terminated for any reason, the abstract
105 106 107 108 109 110	7. INSPECTIONS. Buyer may, at Buyer's option and expense, obtain written inspection reports of the Property from any independent qualified inspector, contractor, appraiser or consultant that Buyer or its lender may engage, as deemed necessary by Buyer or its lender, including but not limited to the condition or presence (if any) of: environmental hazards; plumbing, including water well and irrigation, sewer, septic and waste water treatment systems; electrical systems and equipment; gas lines; soils and drainage. Buyer may also review additional property data, including but not limited to flood plain data; zoning regulations; leases and other occupancy agreements; general taxes; school district; square footage or acreage; and insurability of the Property ("Additional Property Data").
111 112 113 114 115 116	Seller agrees to permit Buyer or its representatives to enter the Property during reasonable hours and upon reasonable Notice to Seller and to allow Buyer to perform such inspections; provided that such investigations do not unreasonably disrupt the operation of the Property or Seller's business and/or cause any material or permanent Property damage. Buyer acknowledges that neither Seller nor anyone on Seller's behalf has made, nor do they hereby make, any warranties, guarantees or representations as to the past, present or future condition, income, expenses, operation or any other matter or thing affecting or relating to the Property, excepting only as may be expressly set forth in this Contract. The results of any inspection or test and the reports and conclusions of Buyer and Buyer's representatives shall be kept confidential

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(except as required by law) by Buyer and Buyer's representatives; provided that Buyer may disclose such items to Buyer's attorney, 117 accountants, lenders and other parties reasonably necessary to enable Buyer to evaluate the Property. Buyer shall directly maintain, and shall 118 cause any contractor or consultant engaged by it or its lender to maintain, adequate insurance at all times while performing any inspection at 119 120 the Property.

Buyer shall furnish a complete copy of the written inspection report(s) and/or Additional Property Data to Seller with a written list of 121 unacceptable condition(s) (the "Inspection Notice", See MSC-2050) within days (10 days if none stated) after the Effective Date (the 122 "Inspection Period"). (Note: Buyer is allowed to submit only 1 Inspection Notice during the Inspection Period. The Inspection Notice 123 should include all matters unacceptable to Buyer). Buyer agrees to immediately repair any damage to the Property and to indemnify and 124 hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation reasonable attorney fees and 125 court costs resulting from these inspections. Buyer's obligations under this Section shall survive termination of this Contract. If Seller has 126 not received an Inspection Notice by the end of the Inspection Period, Buyer shall be deemed to be satisfied with the results of such 127 inspection(s). If timely Inspection Notice is given, it shall state whether: (1) Buyer is satisfied with all the inspections; (2) Buyer intends that 128 any unacceptable conditions are to be satisfied by Seller (prior to Closing, unless otherwise specified); or (3) Buyer is terminating the 129 130 Contract with the Earnest Money to be returned to Buyer (subject to Section 8). Failure to obtain any inspection shall constitute a waiver and 131 acceptance by Buyer of any condition any inspection may have disclosed.

days (7 days if none stated) after Seller's receipt of the Inspection If this Contract is not terminated as provided above. Seller shall have 132 Notice (the "Initial Response Period") in which to respond in writing to Buyer's Inspection Notice. (Note: If Seller fails to timely respond 133 to Buyer's Inspection Notice, then Seller shall be deemed to have refused to agree to correct any alleged defects, or to provide a monetary 134 135 adjustment at Closing). The parties shall have an additional days (3 days if none stated) after Buyer's receipt of Seller's response to Buyer's Inspection Notice to reach an agreement in writing as to who will complete and pay for the correction of the defects, or as to a 136 137 monetary adjustment at Closing in lieu of correction of the defects, or the Contract is to be deemed to be automatically terminated and the Earnest Money shall be returned to Buyer (subject to Section 8); provided, however, that either a written commitment by Seller to correct those items submitted by Buyer for correction during the Inspection Period at Seller's expense, or a written commitment by Buyer to accept 139 the Property without correction of any unacceptable condition(s) which Buyer originally objected to, shall constitute an "agreement" for 140 purposes of this paragraph, even after earlier negotiation failed to produce an agreement. Note: A monetary adjustment may affect the terms 141 of Buyer's loan (e.g., down payment, interest rate). Failure to correct a physical defect may affect Buyer's ability to obtain any required 142 143 occupancy permit.

Buyer and all Brokers may be present during any inspections and the "walk-through". Such presence shall only serve to assist in the 144 coordination of and compliance with the terms of this Contract and shall not in any way be interpreted as providing the Brokers with a special knowledge or understanding of any inspection results. The parties will rely only upon the written inspection results received directly from the appropriate expert(s), and acknowledge that Brokers have no expertise or responsibility in determining any defects that may be disclosed by 148 any reports, records or other inspections, warranties or services. Buyer acknowledges that: (1) Buyer will not rely upon Brokers in any way as to the selection or engagement of a particular company for any inspection, warranty or service; (2) inspections, warranties and services 149 may be offered by more than one company and the determination to select and engage a particular company and the completeness and 150 satisfaction of any such inspection, warranty or service is the sole responsibility of Buyer; and (3) when choosing to engage a lender, inspector, warranty, service, title or repair company, or any other service provider, Buyer should consider, but not be limited by, the existence 152 of errors and omissions insurance, liability insurance, business and professional licensure, membership in professional associations and years 153 of experience. Note: Pursuant to Missouri law, a real estate licensee, including the broker(s) assisting Buyer and/or Seller and their 154 respective licensees (identified in the Brokerage Relationship disclosure Section below, collectively, the "Brokers"), shall be immune from 155 liability for statements made by engineers, land surveyors, geologists, environmental hazard experts, wood destroying inspection and control experts, termite inspectors, mortgage brokers, home inspectors, or other home inspection experts unless: (1) the statement was 157 made by a person employed by the licensee or the Broker with whom the licensee is associated; (2) the person making the statement was 158 selected and engaged by the licensee; or (3) the licensee knew prior to Closing that the statement was false or the licensee acted in reckless 159 disregard as to whether the statement was true or false. A licensee shall not be the subject of any action and no action shall be instituted 160 against a licensee for any information contained in any Seller's disclosure furnished to Buyer, unless the licensee is a signatory to such or the licensee knew prior to Closing that the statement was false or acted in reckless disregard as to whether the statement was true or false. 162 A licensee acting as a courier of documents referenced in this section shall not be considered to be making the statements contained in 163

DISPOSITION OF EARNEST MONEY AND OTHER ESCROWED FUNDS AND DOCUMENTS. Regardless of any other terms of this Contract regarding forfeiture or return of Earnest Money, the Escrow Agent and/or Closing Agent (as the case may be, "Escrow Holder") shall not distribute the Earnest Money or any other escrowed funds, personal property or documents held by it ("Escrow Items") without the written consent of all parties to this Contract (signature on Closing Statement may constitute such consent). Absent such written consent, Escrow Holder shall continue to hold said Escrow Items in escrow until: (1) Escrow Holder has a written release signed by all parties consenting to its disposition; (2) a civil action is filed to determine its disposition (including an interpleader filed by Escrow Holder), at which time payment and delivery of the Earnest Money and/or any other Escrowed Items may be made into court, less any attorney fees, court costs and other legal expenses incurred by Escrow Holder in connection therewith; (3) a court order or final judgment mandates its disposition; or (4) as may be required by applicable law. The parties specifically acknowledge and agree that whenever ownership of the Earnest Money or any other escrowed funds received by a Missouri licensed real estate broker is in dispute between the parties, said Escrow Holder is required by \$339.105.4 RSMo to report and deliver the moneys to the State Treasurer within 365 days of the initial projected Closing Date. Escrow Holder is hereby authorized to report and deliver any such moneys to the State Treasurer at any time following sixty (60) days after the initial projected Closing Date (absent receipt of the written consent of all parties as set forth above). Note: An Escrow Holder who is not a licensed real estate broker is not bound by certain Missouri statutes and regulations which apply to earnest money deposits, or by the terms of this Contract regarding any Escrow Items, unless it separately agrees in writing. In any reference in this Contract (including any attached Rider) to the return of Earnest Money to Buyer, Buyer agrees that any expenses incurred by or on behalf of Buyer may be withheld by Escrow Holder and paid to the applicable service provider(s).

LOSS; CONDEMNATION. Risk of loss to improvements on the Property shall be borne by Seller until Closing. Seller agrees to 182 183 maintain Seller's current fire and extended coverage insurance (if any) on the Property until Closing. Seller shall do ordinary and necessary maintenance, upkeep and repair to the Property through Closing, If, before Closing, all or any part of the Property is taken by eminent

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domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if all or any part of the
Property is destroyed or materially damaged, then Seller shall immediately provide Notice to Buyer of any such event, together with copies of
any written communications to and from the condemning authority and/or insurer (as the case may be), the amount of proceeds payable, and
whether Seller intends to restore, prior to the scheduled Closing Date, the Property to its condition as of the Effective Date. If Seller restores
the Property to its prior condition before the scheduled Closing Date, then Buyer and Seller shall proceed with the Closing.

If the Property is not to be restored to its prior condition by Seller before the scheduled Closing Date, then Seller shall immediately provide 190 Buyer with a copy of any policy(ies) of insurance, the name and number of the agent for each policy and written authorization (if needed) for 191 Buyer to communicate with the insurer. Buyer may then either: (1) proceed with the transaction and be entitled to all insurance proceeds 193 (and/or condemnation payments and awards), if any, payable to Seller relating to the Property, in which case the amount of any such payments theretofore made to Seller (plus the amount equal to any deductible not covered by insurance) shall be a credit against the Purchase 195 Price otherwise payable by Buyer at Closing, and Seller shall assign to Buyer all remaining claims and rights to or arising out of any such casualty or taking, including the right to conduct any litigation with respect thereto; or (2) rescind the Contract, and thereby release all parties 196 from further liability hereunder, in which case the Earnest Money shall be returned to Buyer (subject to Section 8). Buyer shall give Notice of Buyer's election to Seller within 10 days after Buyer has received Notice of such damage or destruction and the aforesaid insurance 198 information, and Closing will be extended accordingly, if required (i.e., if such information is not received by Buyer more than 10 days prior 199 to the date scheduled for Closing). Seller shall not settle any claim regarding a taking of any part of the Property by eminent domain or 200 condemnation prior to the Closing (or earlier termination of this Contract) without the prior written approval of Buyer, which approval shall 201 not be unreasonably withheld, conditioned or delayed. Failure by Buyer to so notify Seller shall constitute an election to rescind this 202 Contract. A rescission hereunder does not constitute a default by Seller. If Buyer elects to proceed to Closing and Seller has agreed to 203 finance a part of the Purchase Price, then Buyer must use any insurance proceeds to restore the improvements. The provisions of this Section 204 205 shall survive Closing.

206 10. ADJUSTMENTS AND CLOSING COSTS. Adjustments, charges and Closing costs are agreed to be paid by the parties with sufficient
207 Funds to satisfy their respective obligations hereunder, as of the date of Closing (except as may otherwise be expressly set forth herein or in a
208 rider hereto). Such matters and the following prorations shall be itemized on a closing statement prepared by Closing Agent and executed by
209 Buyer and Seller at or prior to Closing (the "Closing Statement"), together with all other documents required of them pursuant to this
210 Contract and/or customarily required by Closing Agent to complete the Closing. The parties hereby specifically permit the involved
211 Broker(s) to obtain and retain copies of both Buyer's and Seller's Closing Statements as required by 20 CSR 2250-8.150.

Buyer shall pay for (where applicable): (a) hazard insurance premium(s) from and after Closing; (b) flood insurance premium if required by lender; (c) fees for the Survey or any appraisal ordered by or for Buyer; (d) title company charges (including Closing, recording and escrow fees) customarily paid by a buyer in the County where the Property is located; (e) charges imposed by lender (e.g., appraisal and credit report fees, loan discount "points", loan origination or funding fees and other loan expenses), unless specifically agreed to be paid by Seller; (f) building, termite, environmental and any other inspections ordered by Buyer; (g) special taxes, special subdivision and any other owner association assessments ("Special Assessments") levied after Closing; (h) the value of any heating oil or propane gas left in any tank at the Property (based on current market rate charged by supplier); (i) agreed upon repairs; (j) applicable municipal occupancy permit fee; and (k) any commission or other compensation due from Buyer to the Broker(s).

Seller shall pay for (where applicable): (a) existing liens (recorded and unrecorded) and existing loans on the Property (if not assumed by Buyer); (b) expenses of Buyer's loan agreed to by Seller in Section 5; (c) title company charges (including Closing, releasing and escrow fees) customarily paid by a seller in the County where the Property is located; (d) required municipal, conservation district and fire district inspection fees; (e) so-called "one-time" Special Assessments levied before Closing; (f) security deposits and prepaid rents and expenses or Income (as defined below) held by Seller (to be credited to Buyer at Closing); (g) agreed upon repairs; and (h) any commission or other compensation due from Seller to the Broker(s).

Buyer and Seller shall prorate and adjust between them on the basis of 30 days to the month as of the date of Closing (Seller to pay for day of Closing): (a) current rents (Seller to receive rent for day of Closing), with rents delinquent over 30 days to be collected by Seller and not adjusted; (b) all other profits, royalties, tolls or earnings arising out of or in connection with the Property ("Income") provided that no proration shall be made to any Income of which any portion is more than thirty (30) calendar days past due, which delinquent Income may be collected by Seller. Buyer shall, upon receipt, turn over to Seller any Income received by Buyer after Closing pertaining to any time period prior to Closing and for which no adjustment has been made, after deducting and crediting any amounts due to Buyer for any time period after Closing; (c) general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year); (d) installments of Special Assessments becoming due during the calendar year of Closing; (e) subdivision upkeep assessments and monthly association fee; (f) interest (if Buyer assumes an existing loan per Section 5 above); and (g) flat rate utility charges (including water, sewer and trash).

11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE. This Contract is binding on and shall inure to the benefit of the parties and their respective heirs, successors and permitted assigns. Buyer may not assign this Contract without the written consent of Seller if: (a) Seller is taking back a note and deed of trust as part of the Purchase Price, or (b) Buyer is assuming the existing note. Assignment does not relieve the parties from their obligations under this Contract. The parties acknowledge that Buyer may desire to acquire, and/or Seller may desire to sell, the Property as part of a like-kind exchange ("Exchange") pursuant to \$1031 of the Internal Revenue Code (the "Code"). Each party agrees to cooperate with the other and its qualified intermediary/ third-party facilitator in connection with any such Exchange, provided however, in no event shall Closing hereunder be delayed or affected by reason of an Exchange, nor shall consummation of an Exchange be a condition precedent or subsequent to any obligations of the parties under this Contract. No party shall be required to incur any cost or expense, or to acquire or hold title to any real property, for purposes of consummating an Exchange at the request of another party (the "Requesting Party"). In addition, no party shall, by this Contract or acquiescence to an Exchange by a Requesting Party, have its rights or obligations hereunder affected in any manner, or be deemed to have warranted to a Requesting Party that such Exchange in fact complies with the Code. A Requesting Party shall reimburse each other party for any cost or expense incurred by such non-requesting party with respect to an Exchange.

249 12. ENTIRE AGREEMENT/MODIFICATION. This Contract and any rider(s) or other attachments hereto (*if any*) constitute the entire agreement between the parties hereto concerning the Property. There are no other understandings, written or oral, relating to the subject matter hereof. This Contract may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

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- 13. DEFAULT/REMEDIES. If either party defaults in the performance of any obligation under this Contract, the party claiming a default 252 shall notify the other party in writing of the nature of the default and the party's election of remedy. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default. Following a default by either Seller or Buyer, the other party shall have the following remedies:
  - Seller Defaults, If Seller defaults, Buyer may: (1) specifically enforce this Contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property; (2) terminate this Contract by Notice to Seller, and agree to release Seller from liability upon Seller's release of the Earnest Money and reimbursement to Buyer for all actual costs and expenses incurred by Buyer (and which are to be specified in Buyer's Notice of default) as liquidated damages and as Buyer's sole remedy (the parties recognizing that it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Seller's breach, and that return of the Earnest Money plus all actual costs and expenses incurred by Buyer represents as fair an approximation of such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money, less any expenses incurred by or on behalf of Buyer, shall be returned to Buyer (subject to Section 8). Buyer's release of Seller shall not relieve Seller's liability (if any) to the Broker assisting Seller pursuant to any listing or other brokerage service agreement between them.
  - Buyer Defaults. If Buyer defaults, Seller may: (1) specifically enforce this Contract and recover damages suffered by Seller as a result of the delay in the sale of the Property; (2) terminate this Contract by Notice to Buyer, and (subject to Section 8) retain the Earnest Money as liquidated damages and as Seller's sole remedy (the parties recognizing it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money represents as fair an approximation of such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If Earnest Money is retained by Seller as liquidated damages, any right or interest of the Broker assisting Seller with respect thereto shall be as set forth in the listing or other brokerage service agreement entered into between them.
- PREVAILING PARTY. In the event of any litigation between the parties pertaining to this Contract, the prevailing party shall be 272 entitled to recover, in addition to any damages or equitable relief, the costs and expenses of litigation, including court costs and reasonable 273 attorney fees. The provisions of this Section shall survive Closing or any termination of this Contract. 274

#### SELLER'S DISCLOSURE STATEMENT. (check one)

- A. Buyer confirms that before signing this offer to purchase, Buyer has received a completed Seller's Disclosure Statement for this 276 Property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is advised to address 277 any concerns Buyer may have about information in the Seller's Disclosure Statement by use of conditions to performance under this Contract. 278 Seller agrees to provide Buyer with a Seller's Disclosure Statement (MAR form DSC-8020) within 1 day after the Effective Date. 279 Buyer shall have 3 days after delivery of the Disclosure Statement to review said disclosure and to deliver Notice of termination to Seller if
- 280 this Contract is to be terminated, in which case the Earnest Money shall (subject to Section 8) be returned to Buyer. If Buyer does not timely 281 deliver Notice of termination to Seller, then Buyer shall be deemed to have accepted the Disclosure Statement without objection. 282
- No Seller's Disclosure Statement will be provided by Seller. 283
  - Seller confirms that the information in the Seller's Disclosure Statement (if any) is (or when delivered will be) accurate, to the best of Seller's knowledge, as of the Effective Date of this Contract. Seller will fully and promptly disclose in writing to Buyer any new information pertaining to the Property that is discovered by or made known to Seller at any time prior to Closing and constitutes an adverse material fact or would make any existing information set forth in the Seller's Disclosure Statement false or materially misleading.
- 16. FINAL WALK-THROUGH. Buyer, its representatives and any inspector whose report prompted a request for repairs, shall have the 288 right to enter and "walk-through" and verify the condition of the Property. Seller will arrange, at Seller's expense, to have all utilities turned 289 on during the Inspection Period and during this "walk-through" (unless utilities have been transferred to Buyer). If the Property is then 290 vacant. Buyer shall have the right to have the utilities transferred to Buyer within days (4 days if none stated) prior to Closing. This 291 "walk-through" is not for the purpose of conducting any new inspection, but only for Buyer to confirm that: (1) the Property is in the same 292 general condition as it was on the Effective Date; and (2) repairs agreed upon (if any) are completed in a workmanlike manner. Waiver of 294 any inspection does not waive the right to a "walk-through". Closing does not relieve Seller of any obligation to complete any repairs agreed 295 upon or required by this Contract.
- SIGNATURES. This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Contract, a document signed and/or transmitted by any electronic 297 form deemed valid in accordance with the Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile machine, 298 digital signature or a scanned image, such as a pdf via e-mail, is to be treated as an original signature and document. 299
  - GOVERNING LAW/CONSTRUCTION. This Contract shall be construed in accordance with the laws of the State of Missouri, including the requirement to act in good faith. The terms "Seller" and "Buyer" may be either singular or plural masculine, feminine or neuter gender, according to whichever is evidenced by the signatures below. Section captions in this Contract are intended solely for convenience of reference and will not be deemed to modify, place any restriction upon, or explain any provisions of this Contract. If any one or more provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not be deemed to terminate this Contract or to affect any other provision hereof, but rather this Contract shall, to the fullest extent permitted by law, remain in full force and effect and be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein, provided, however, that such provision(s) may be referred to in order to determine the intent of
- 19. NOTICES. Any notice, consent, approval, request, waiver, objection or other communication (collectively, "Notice") required under 309 310 this Contract (after its acceptance) to be delivered to Seller shall be in writing and shall be deemed to have been delivered to Seller upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Seller, whether as a limited agent pursuant to a listing contract, a 311 designated agent (if any) acting on behalf of Seller, a dual agent or transaction broker. Likewise, any Notice to be delivered to Buyer shall be 312 in writing and shall be deemed delivered to Buyer upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Buyer, whether as a limited agent pursuant to a buyer's agency agreement, a designated agent (if any) acting on behalf of Buyer, a dual agent, 314 transaction broker or as a Seller's subagent. Refusal to accept service of a Notice shall constitute delivery of the Notice.

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	Refer	rence (e.g., Seller & Buyer)	Payne Enterprises - City	of Columbia
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317	20.	RIDERS. The following are attached and incorp	porated herein as part of this Contract: (ch	heck all that apply)
318		Financing Agreements MSC-2010	☐ Contract Conditions MSC-2020	☐ Dispute Resolution MSC-2030
319		Other	Other	Other
320	21.	SPECIAL AGREEMENTS.		
321				
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331		PRINCIPAL(S) INVOLVED. (check one, neit	her or both, as applicable)	
332	$\boxtimes$	Seller  Buyer is a licensed real estate broke SOURCE(S) OF BROKER(S) COMPENSAT	er or salesperson and is a principal party i	in this transaction.
333 334	23.	Seller Buyer	ION OR COMMISSION. (Check one, I	neuner or oom, as applicable)
335		er and Buyer each represent and warrant to the	other and to the Broker(s), that the Bro	oker(s) identified in the Brokerage Relationship
336		ion below is (are) the only real estate broker(s) in		
337	24.	BROKERAGE RELATIONSHIP. By signing	below, Buyer and Seller confirm their r	receipt of the Broker Disclosure Form prescribed
338	by th	ne Missouri Real Estate Commission, and that	disclosure of the undersigned licensee(s	s) brokerage relationship, as required by law or
339	regu	lation, was made to the Seller and/or Buyer or th	eir respective agents and/or transaction b	prokers (as the case may be), by said undersigned
340 341		isee(s), no later than the first showing of the Pi ionship.	roperty, upon first contact, or immediat	ely upon the occurrence of any change to their
342		nsee assisting Buyer is a: (Check appropriate box)	350 Licensee assis	sting Seller is a: (Check appropriate box)
343		Buyer's Limited Agent (acting on behalf of Buyer).		Limited Agent (acting on behalf of Buyer).
344		Seller's Limited Agent (acting on behalf of Seller).	<u>=</u>	Limited Agent (acting on behalf of Seller).
345		Dual Agent (acting on behalf of both Buyer and Selle	•	gent (acting on behalf of both Seller and Buyer).  Ited Agent (designated to act on behalf of Seller).
346 347	X	<b>Designated Agent</b> (designated to act on behalf of Buy <b>Transaction Broker Assisting Buyer</b> (not acting on		ction Broker Assisting Seller (not acting on behalf of
348		either Buyer or Seller).	356 either Se	eller or Buyer).
349		Subagent of Seller (acting on behalf of Seller)		
257	Day o	igning below, the licensee(s) confirm making tim	aly disalogues of its brokerege relationsh	in to the appropriate parties
357	By S			
358		House of Brokers Realty, Inc.		Estate R US Assisting Seller (and MLS ID No., if required)
359		ker's Firm Assisting Buyer (and MLS ID No.,		
360	By (	Signature)	By (Signature)_	
361	Lice	nsee's Printed Name: Audrey Spiele	Licensee's Printed	d Name: John Payne
362	Date	;	Date:	
363				er of a franchise, the franchisor is not responsible
364		he acts of said Broker(s).	of more of the Brokers may be a membe	or a materios, the materios is not responsible
365		• •	by granted by Seller and Ruyer for the F	Broker(s) to provide, effective as of and after the
366	Clos	ing, sales information of this transaction, including	ng Purchase Price and Property address,	to any multi-listing service, local Association or
367	Boar	d of REALTORS®, its members, member's pros	pects, appraisers and other professional u	sers of real estate data.
368	27.	FOREIGN INVESTMENT. Seller represents	that it is not a foreign person as described	d in the Foreign Investment in Real Property Tax
369	Act	(26 U.S.C. §1445) and agrees to deliver a certific	ate at Closing to that effect which contain	ns Seller's tax identification number.
370	28.	ANTI-TERRORISM. Each party hereto repre	sents and warrants to each other party as	nd to the Broker(s), that such party is not, and is
371	not a	acting, directly or indirectly, for or on behalf of	any person or entity, named as a Specia	ally Designated National and Blocked Person (as
372	defin	ned in Presidential Executive Order 13224), or wi	th whom you are prohibited to do busines	ss with under anti-terrorism laws.
373	29.	ACCEPTANCE DEADLINE. Buyer's offer to	o purchase the Property from Seller shall	ll automatically expire if Seller has not accepted
374				Buyer or to the licensee assisting the Buyer by
375		m., of	•	
376	30.	TIME IS OF THE ESSENCE. Time is of the	e essence in the performance of the o	bligations of the parties under this Contract.
377			Time. With the exception of the term "b	panking days," as used herein, a "day" is defined
378	as a	24-hour calendar day, seven (7) days per week.		

	Reference (e.g., Seller & Buyer)		ayne Enterprises - City of Colum	Ula
379	BUYER: (for a corporation, li	mited liability company, par	tnership or other form of legal entity	<i>י</i> )
380			Attest:	
381	By:			
	Printed Name:			
	Title:			Time:
384	Date:	Time:		
385	BUYER: (for one or more indi	ividuals)		
386 387	Buyer		Buyer	
388	Printed Name: N	like Matthes	Printed Name:	
389	Date:		Date:	Time:
	By signing below, Seller ind SELLER: (for a corporation, i	limited liability company, pa	rtnership or other form of legal entit  Attest:	y)
394 395				
395	Ву:			
395 396	By: Printed Name:		Printed Name:	
395 396 397	Ву:			
395 396 397 398	By: Printed Name: Title:	Time:	Printed Name:	
395 396 397 398 399 400	By:	Time:	Printed Name:	
395 396 397 398 399 400 401	By:	Time:	Printed Name: Date:	Time:
395 396 397 398 399 400 401 402	By: Printed Name: Title: Date:  SELLER: (for one or more income i	Time:	Printed Name: Date:	Time:
395 396 397 398 399 400 401 402	By: Printed Name: Title: Date:  SELLER: (for one or more income seller Printed Name: Date:	Time: Time:	Printed Name: Date: Seller Printed Name:	Time:
395 396 397 398 399 400 401 402	By: Printed Name: Title: Date:  SELLER: (for one or more income seller Printed Name: Date:	Time:  Time:  * * * * * * * * * * * * * * * *	Printed Name:  Date:  Seller Printed Name:  Date:	Time:
395 396 397 398 399 400 401 402 403	By: Printed Name: Title: Date:  SELLER: (for one or more incomplete) Seller Printed Name: Date:	Time:  Time:  * * * * * * * * * * * * * * * *	Printed Name:  Date:  Seller  Printed Name:  Date:	
395 396 397 398 399 400 401 402 403	By:	Time:  Time:  * * * * * * * * * * * * * * *	Printed Name:  Date:  Seller  Printed Name:  Date:  *******************************	

Approved by legal counsel for use exclusively by current members of the Missouri Association of Realtors, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Contract be made. Last Revised 12/31/10.

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AMENDMENT: To Sales Contract dated _	Feb 10, 20 14
By and Between: Yayro Ent	resprisos almo Seller
Address or description of property: 8th	Buyer
Address or description of property: 8th	Sheet Worth
	, City Columbia MO
Amended as follows:	
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Approved by legal counsel for House of Brokers Realty, Inc.



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Source: Community Development - CDBG/Home \ Agenda Item No:

To: City Council

From: City Manager and Staff

Council Meeting Date:

Apr 7, 2014

Re: Purchase of N. Eighth Street Property as Potential Homeless Drop-in Center Site

#### **EXECUTIVE SUMMARY:**

The proposed ordinance authorizes the City Manager to purchase Lot 6 J Conley Sur 89/6 located on North Eighth Street. The City Council appropriated \$126,741 of the \$1.9 million surplus from the City's FY 2012 budget to purchase a site for the homeless drop-in center.

#### **DISCUSSION:**

Council directed that \$126,741 in funding from the City's general fund be used for the purchase of a site for a homeless drop-in center. The City entered into a sales contract on February 10, 2014 with a sales price of \$80,000 for purchase of the North Eighth Street property.

The property is a vacant lot consisting of 21,409 square feet. It is currently zoned R-2 and will require rezoning to Planned Office District, O-P. The City recently procured an appraisal on an adjoining vacant lot similar in size. Comparable prices on the appraised vacant lot ranged from \$2.16 per square foot to \$4.72 per square foot. The North Eighth Street property's negotiated price falls within that range at \$3.64 per square foot. The negotiated price for the North Eighth Street property is on the higher end of comparable prices, however the location is ideal for the project due to its close proximity to additional services for homeless individuals, lot size and proximity to commercially zoned property. The sales contract is contingent upon Council approval and environmental clearance. Environmental clearance has not yet been achieved on the N. Eighth Street property.

City staff recommends Council approve the attached ordinance authorizing purchase of the North Eighth property.

### **FISCAL IMPACT:**

No fiscal impact from purchase of the property. Funds previously appropriated.

### **VISION IMPACT:**

http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php

11.1

### **SUGGESTED COUNCIL ACTIONS:**

Approve the attached ordinance authorizing the City to purchase the N. Eighth Street property for the homeless drop-in center site.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$0.00	New Program/ Agency?	No	Federal or State mandated?	Yes
Amount of funds already appropriated	\$0.00	Duplicates/Epands an existing program?	No	Vision Implementation	n impact
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?	rical No Refer to Web site		
Estimated 2 yea	ar net costs:	Resources Required		Vision Impact?	No
One Time \$0.00  Operating/ Ongoing \$0.00		Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	11.1
		Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	