REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2015, by and between **Crosslines Churches of the Joplin Area, Inc.,** hereinafter referred to as the **"Seller"** and **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

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

LEGAL DESCRIPTION

"All of Lots Numbered Two (2), Three (3) and Four (4) EXCEPT the West 20 feet and all of Lot Numbered Five (5) in TAYLOR'S ADDITION TO EAST JOPLIN CITY, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof."

2. PURCHASE PRICE. The purchase price to be paid by the Buyer therefor is Two Hundred Twenty-Six Thousand Dollars ($226,000.00). The purchase price shall be payable at closing in cash or by cashier's check.

3. CONVEYANCE FORM & TITLE COMMITTMENT. The Seller shall convey said real estate to Buyers by Personal Representative Deed, free and clear of all interest, liens, and encumbrances, except as stated herein. Seller shall provide Buyer a Title Commitment at Seller's cost. If any Exceptions to the Title Commitment are not resolved by Buyer and Seller to each party's satisfaction within thirty (30) days from the date Buyer receives the Title Commitment, Buyer or Seller may terminate this Agreement.

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

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

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

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

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

5. CLOSING. If the title is deemed good, the closing of this contract shall take place at the offices of Great American Title Insurance Agency, Joplin, Missouri, on or about February 1, 2015, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all recording fees and closing costs, including a Buyer's Title Insurance Premium and related costs.

6. POSSESSION. Possession shall be delivered to the Buyer on February 1, 2015. Any time prior to February 1, 2015, Seller has the option of extending the possession date for an additional thirty (30) days by giving written notice to Buyer. Seller agrees to remove all personal property, trash and debris from the building by the possession date. In the event Seller does not comply with this covenant, Seller shall be liable for any reasonable costs incurred by Buyer in removing personal property, trash and debris. Seller shall give Buyer written notice of his compliance with this covenant and Buyer shall have the option of inspecting the real estate to ensure that removal of personal property, trash and debris has been done. If Seller has complied with this covenant, Buyer shall release the funds, minus any reasonable costs incurred by Buyer, as stated above, within fifteen (15) days.

7. CONDITION OF PROPERTY. The Buyer has inspected and carefully examined the improvements located on the real estate and takes the real estate and improvements located thereon "AS IS", and neither the Seller nor any person on Seller's behalf has made, and does not make, any representations, warranties, or agreements as to the value, condition, quality, or suitability of said real estate or improvements. Seller has no knowledge regarding use or presence of hazardous materials on the premises.

8. RIGHT OF ENTRY. Prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate which do not interfere with Seller's removal of property from the premises.

9. HOLD HARMLESS.

a) Seller hereby agrees to hold Buyer harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach.

b) Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Buyer's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation,attorneys' fees and costs of litigation arising out of or relating to Buyer's breach.

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

a) At closing, Seller shall do the following:

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

2. Execute, acknowledge and deliver to Buyer such documentation as may be reasonably required to confirm the power and authority of the Seller to execute and deliver this Contract and all other documents necessary or advisable to consummate the transactions contemplated under this Contract.

b) At closing, Buyer shall do the following:

1. Execute and provide at closing, all documents reasonably required by the Seller for closing.

2. Tender payment at closing for the purchase price.

11. DEFAULT.

a) Seller's Breach: If all conditions precedent to said closing have been satisfied, and Seller refuses to close, then Seller shall pay unto Buyer, all Buyer's reasonable out-of-pocket costs associated with the purchase, such as surveying, engineering, etc., and Buyer shall have no further recourse against Seller.

b) Buyer's Breach: If Buyer fails to perform its obligations under this Contract, after all conditions precedent have been satisfied, the Buyer shall pay unto Seller, its out-of-pocket expenses such as title work, surveying, engineering, etc., and Seller shall have no recourse.

12. SURVIVAL. Seller's and Buyer's representations and warranties set forth in this Contract shall be continuing and shall be true and correct on and as of the date of closing with the same force and effect as if made at the time. Each Party's covenants, warranties, and representations shall survive closing and shall not be affected by delivery of deed or any other closing documents or by any investigation, verification or approval by Buyer or by anyone on behalf of Buyer.

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

14. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations,

warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

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

16. GOVERNING LAW. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

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

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

19. CONTINGENT ON COUNCIL APPROVAL. This Agreement is contingent on approval from the Joplin City Council, which shall be sought within thirty (30) days from the execution of this agreement.

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

City of Joplin Missouri, a Missouri Municipal Corporation

By_____
Samuel Anselm,
City Manager

"BUYER"

Crosslines Churches of the Joplin Area, Inc.

By_____
Debbie Whitworth
Board President

By_____
Phil O'Hare
Board Secretary

"SELLER"

Attest:

By_____

Barbara Hogelin, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney