REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2016, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"City"** and Joplin Area Habitat for Humanity, Inc., a Missouri Nonprofit Corporation, hereinafter referred to as **"Habitat"**.

WHEREAS, the City of Joplin owns real estate described as follows:

Lot 15 and the S. 25' of Lot 14 in T.W. Cunningham's Addition to the City of Joplin, Jasper County, Missouri.

WHEREAS, Joplin Area Habitat for Humanity, Inc. owns real estate described as follows:

Lot 134 in Carter's 1st Addition to the City of Joplin, Jasper County, Missouri.

WHEREAS, Joplin Area Habitat for Humanity, Inc.'s aforementioned real estate has been valued at Four Thousand Eight Hundred Seventy Five and 00/100 Dollars ($4,875).

WHEREAS, the City of Joplin needs the Joplin Area Habitat for Humanity's aforementioned real estate for a public improvement project.

WHEREAS, it is the intent of the City of Joplin and Joplin Area Habitat for Humanity, Inc. to exchange the properties in-kind, and that there be no additional or other consideration for this real estate contract.

NOW THEREFORE, in consideration of the mutual covenants contained herein the parties hereto agree as follows:

W I T N E S S E T H :

1. SALE AND PURCHASE.

1.1 City's Property

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

"Lot 15 and the S. 25' of Lot 14 in T.W. Cunningham's Addition to the City of Joplin, Jasper County, Missouri."

The real estate is currently zoned R-1 and contains approximately 9,225 square feet more or less.

1.2 Habitat's Property

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

"Lot 134 in Carter's 1st Addition to the City of Joplin, Jasper County, Missouri."
The real estate is currently zoned R-2 and contains approximately 7,500 square feet more or less.

2. PURCHASE PRICE. City and Habitat acknowledge and agree that the purchase price to be paid by both parties is Zero Dollars ($0.00). The consideration for the mutual obligations of the parties hereto is, exclusively, the other party's in-kind transfer of property described herein. Any costs incurred as a result of this transaction, such as closing costs, shall be evenly shared by the parties.

3. CONVEYANCE FORM. Each party shall convey said tracts of real estate to the other party by Quit Claim Deed.

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

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

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

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

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

5. CLOSING. If both titles are deemed good, the closing of this contract shall take place at City Hall, 602 S. Main St., Joplin, Missouri on or before July 30, 2016, 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.

6. POSSESSION. Each party shall deliver possession to the other party at the closing of this contract.

7. CONDITION OF PROPERTY. Each party agrees that it has inspected and

carefully examined the improvements located on the real estate it is receiving and takes the real estate and improvements located thereon "AS IS", and each party agrees that neither the transferring party nor any person on the transferring party'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.

8. IMPROVEMENTS. Each party agrees that all improvements now on the above-described real estate parcels shall be delivered to the receiving party at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, the transferring party shall forthwith give the receiving party written notice thereof; and either party at their election, may void this contract by giving written notice thereof to the other party within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9. REPRESENTATIONS/WARRANTIES.

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

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

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

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

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

b) Habitat covenants, represents, and warrants to City, as follows:

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

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

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

10. RIGHT OF ENTRY. Each party acknowledges and agrees that prior to the Closing Date, with reasonable notice to the other party, each party hereby authorizes the other party, 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.

11. HOLD HARMLESS. Habitat hereby agrees to hold City 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 Habitat's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Habitat, 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 Habitat's breach.

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

a) At closing, City shall do the following:

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

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

3. Tender payment at closing 50% of all closing costs described herein.

b) At closing, Habitat shall do the following:

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

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

3. Tender payment at closing 50% of all closing costs described herein.

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

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

18. POSSESSION. Each party shall provide the other party full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises to be transferred to the other party.

19. CONTINGENT UPON APPROVAL. This contract is contingent upon City obtaining approval of this contract by its City Council, which City shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. No earnest money is required by this real estate contract.

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

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

City of Joplin Missouri, a Missouri Municipal Corporation

By_____
Samuel L. Anselm, City Manager

Attest:

Joplin Area Habitat for Humanity, Inc., a Missouri Nonprofit Corporation

By_____
Scott Clayton, Executive Director

Approved as to Form:

By_____
Barbara Hogelin, City Clerk

By_____
Peter C. Edwards, City Attorney