REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2015, by and between, Gary L. Selby and Teresa L. Selby, husband and wife 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:

1300 W. 26th Street, Joplin, Missouri in Jasper County

Census tract 27900-0107.00

Part of Miscellaneous Tract #2 in Section 15, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, beginning 80 feet West of the Northwest corner of Lot Numbered Four (4) in Briarcliff Third Addition to the City of Joplin, thence South 300 feet, thence West 115 feet, thence North 300 feet, thence East to the point of beginning.

2. PURCHASE PRICE & CONSIDERATION. The purchase price to be paid by the Buyer therefore is Ninety Six Thousand and 00/100 Dollars ($ 96,000.00). The purchase price shall be payable at closing in cash or by cashier's check. The parties agree that the performance of this agreement and the purchase price and other consideration described herein is offered and accepted as just compensation for the acquisition of real property.

3. CONVEYANCE FORM. The Seller shall convey said real estate to Buyers by Warranty Deed, free and clear of all interest, liens, and encumbrances, except as stated herein.

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 other restrictions, covenants, conditions, encumbrances and easements of record. 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 Waco Title Company, Joplin, Missouri, on or about October 9, 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.

6. POSSESSION & RECONSTRUCTION. No later than Thirty (30) days after closing, Seller shall vacate the property.

7. HAZARDOUS MATERIALS. Prior to the Closing Date, that City will have the option to inspect and assess the property for the existence of any hazardous materials or contamination on the property or in the sub-surface area below the property. If the inspection or assessment reveals the existence of any hazardous materials or contamination, the City will have the absolute and unconditioned right to terminate this Agreement.

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.

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 Special Warranty Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances, except as set forth in Section 4 above.

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 and all associated closing costs described herein.

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. TITLE COMMITMENT. Buyer will obtain a title commitment and if the title is not good and marketable and Seller cannot remedy the problem, Buyer can terminate the contract. Buyer shall obtain the title commitment within thirty (30) days of the date first written above and shall notify Seller within those thirty (30) days of any problem, and if said problem is not resolved to the satisfaction of either party within twenty (20) days of notification, either party may terminate the contract.

13. 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.

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

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

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

17. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri and in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

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

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

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

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

"**BUYER"**

_____

Gary L Selby

_____

Teresa L. Selby

"SELLER"

Attest:

By_____

Barbara Hogelin, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney