

**CONTRACT FOR THE SALE OF REAL ESTATE**

**THIS CONTRACT** is entered into this 9 day of June, 2022,  
by and between ***NABORS LAND DEVELOPERS, LLC, a Missouri Limited Liability Company,***  
hereinafter called **Seller**, and ***CITY OF JACKSON, MISSOURI, a municipal corporation,***  
hereinafter called **Buyer**, **WITNESSETH:**

1. For and in consideration of the mutual obligations of the parties hereto, the Seller hereby agrees to sell and convey unto the Buyer, and the Buyer agrees to purchase from the Seller, upon the terms and conditions hereinafter set forth, the real estate located in Cape Girardeau County, Missouri, and described as approximately a one (1) acre tract as shown in the attached Exhibit A, subject to a formal survey.

2. The price of said property shall be \$144,000.00 to be paid at closing less any costs of closing or special costs set forth herein.

3. The Seller shall pay the taxes, both general and special, on said property.

4. The Buyer shall order a title examination and appropriate title insurance from Reliable Community Title Company, L.L.C., with the cost of the title examination to be paid by the Seller.

5. The Buyer shall order a Phase I Environmental test and examination of the property to be conducted by Koehler Engineering and Land Surveying, Inc., with the cost of the Phase I Environmental site assessment to be paid by the Buyer.

6. The Buyer shall order a Survey of the approximately one (1) acre tract and as shown on the attached Exhibit A with costs to be paid by the Buyer.

7. In the event that the title examination, the Phase I Environmental site assessment, or survey is unacceptable to the Buyer, then the Buyer shall give the Seller thirty days to correct said deficiency. If the deficiency is not corrected, this Contract shall be void.

8. The closing shall be held at the offices of Reliable Community Title Company, L.L.C., or at such other mutually agreed upon location at such date and such time as may be convenient to the parties.

9. This Contract contains the entire agreement of the parties hereto with respect to the subject matter hereof and can be altered, amended, or modified only by written instrument executed by all such parties. This Contract sets forth the entire agreement between Buyer and Seller, and no custom, act, forbearance, or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon either party or waive or release either party from any default or the performance or fulfillment of any obligation or liability or operate as against either party as a supplement, alteration, amendment, or change of any terms or provisions set forth herein unless set forth in a written instrument duly executed by such party. The failure of either party to exercise any rights or remedies shall not release the other party from its obligations hereunder.

10. This Contract shall be governed by and construed in accordance with the laws of the State of Missouri.

11. This Contract shall be binding upon and shall inure to the benefit of the undersigned parties and their respective heirs, legal representatives, distributees, successors, and assigns.

12. Words of any gender used in this Contract shall be construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context requires otherwise.

13. The relationship between Buyer and Seller at all times shall remain solely that of Buyer and Seller and shall not be deemed a partnership or joint venture.

14. In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respects, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. The rights and remedies provided by this Contract are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other available remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.


16. Each of Buyer and Seller acknowledge and agree with the other party that they have not dealt with any real estate broker, agent, or finder in connection with this transaction, the commissions of which shall be a charge against the other party hereto or the premises.

17. Time is of the essence of this Contract.

**IN WITNESS WHEREOF**, the parties have executed this instrument the day and year first above written.

**SELLER:**

NABORS LAND DEVELOPERS, LLC

By:   
President

ATTEST:

\_\_\_\_\_  
Secretary

**BUYER:**

CITY OF JACKSON, MISSOURI

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



EXHIBIT

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2000 North High Street  
Location Map