

## REAL ESTATE SALES CONTRACT

THIS CONTRACT (the "**Contract**"), made and entered into effective the \_\_\_ day of September, 2025, (the "**Effective Date**") by and among the **City of Moberly, Missouri, a political subdivision of the State of Missouri (hereinafter "Seller")**, and **Randolph County Health Department (hereinafter "Buyer")**; certain of whom and all of whom are at times herein referred to respectively as the "**Party**" or "**Parties**";

WHEREAS, Seller is the owner of a parcel of real estate and improvements thereupon, currently used as a parking lot, which is located at the corner of Burkhart and 4<sup>th</sup> Street, Moberly, Missouri.

WHEREAS, Seller desires to sell, to Buyer; and Buyer desires to purchase from Seller the aforementioned real estate all upon the terms and conditions hereinafter set forth.

WITNESSETH:

1. **AGREEMENT TO BUY AND TO SELL AND DESCRIPTION OF PROPERTY.** The Seller agrees to sell and convey by Special Warranty Deed and the Buyer agrees to buy upon the terms and conditions herein set out, the following described real estate:

All of Lots Seven (7), Eight (8), Nine (9) and Ten (10), Block Four (4), William's Third Addition to the City of Moberly, Missouri.

(the "**Subject Property**")

Seller's Special Warranty Deed shall convey title to the Subject Property marketable in fact, free and clear of all interest, liens and encumbrances, subject to the following (the "**Permitted Exceptions**"): (a) the right of the public to use access and be found on the improved parking lot located upon the Subject Property after Buyer's regular posted office hours. Both parties agree that Seller shall announce to the public that Seller's driving tests will be conducted at the new facility; (b) the rights of the public in and to any part(s) thereof in highways, roads, street, or alleys; (d) all applicable zoning and building laws, ordinances and regulations; (e) all matters disclosed by the Title Commitment, including without limitation thereby, any easements, covenants and restrictions; and (f) any and all other matters which Buyer may accept as herein provided. The Permitted Exceptions shall not appear on the special warranty deed.

2. **PRICE AND METHOD OF PAYMENT.** The purchase price is Twenty-Five Thousand and 00/100 Dollars (\$25,000.00), payable as follows:

a. Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) at the signing of this Contract to be deposited in escrow with Town and Country Abstract Co., Inc. as an earnest money deposit.

b. The balance of Twenty-Two Thousand Five Hundred and 00/100 Dollars (\$22,500.00) to be paid by Buyer's certified check or wire transfer at Closing as herein provided.

3. **POSSESSION.** Possession is to be given as of Closing.

4. **TITLE INSURANCE; CLOSING COSTS; CLOSING DATE.** The Seller shall deliver to Buyer, within fifteen (15) days from the date hereof, a commitment from a title company (the "Commitment") to issue its ALTA Owners Title Insurance Policy in which the title company shall agree to insure Buyer's title to the real estate to be good and indefeasible in the amount of the purchase price, subject only to the general pre-printed exceptions in the title company's standard title policy. The commitment shall be accompanied by copies of all documents referred to therein other than existing financial documents to be released at Closing. The Title Company's closing costs are paid Fifty Percent (50%) by Seller and Fifty Percent (50%) by Buyer).

If the title is defective, the Buyer shall specify the defects in writing and deliver the same to Seller or to such location as Seller may direct, within thirty (30) days after delivery of the title commitment. The Seller shall have thirty (30) days to rectify any and all defects in the title after delivery of written notice thereof from Buyer. If the time period for rectifying defects extends beyond the Closing date specified herein, the Closing date shall be postponed until the first business day following the last day authorized herein for rectifying defects unless a different date is mutually agreed to by both parties for Closing. If the Seller is unable to rectify any title defects within the time period authorized under this paragraph, the Buyer shall have the option to: (a) declare this Contract null and void and have the Buyer's earnest money deposit returned to Buyer, or (b) may extend the time allowed to cure defects for an additional thirty (30) day period, or (c) may waive any or all defects. In the event Buyer elects to extend the period for cure of defects, the Closing date will be modified accordingly.

The Seller shall furnish to the Buyer at the time of delivery of the Deed as herein provided, an ALTA title insurance policy on the real property in the amount of the purchase price, subject only to the general pre-printed exceptions on the title company's standard title policy form, without exceptions as to mortgages, liens or other encumbrances and insuring good and marketable title in accordance with the Title Examination Standards of the Missouri Bar as in effect as of the date of Closing.

This transaction shall be Closed at the Title Company on or before September 30, 2025, at 9 a.m. (**the "Closing"**), unless otherwise agreed upon by Seller and Buyer. At Closing, Seller shall convey to Buyer, by Seller's special warranty deed, the Subject Property subject to the Permitted Exceptions and such other and further documents required to effectuate the Closing; and Buyer shall pay the purchase price to Seller or their respective Trustees in such proportions as Seller may direct in writing. All closing costs paid equally by Seller and Buyer.

Neither party hereto shall be deemed to be in breach of this Contract for failure to close on the date and at the time set forth herein unless the breaching party shall have been notified by the other party hereto that the other party is ready, willing and able to close and any notice shall contain a demand to close on a certain date at a certain time. The date of Closing set forth in the notice shall not be less than five (5) days after the date of the notice and the notice shall be given as provided herein.

The Closing shall take place at the office of Town and Country Abstract Co., Inc., 541 West

Coates, Suite 101, Moberly, Missouri on or before November 5, 2025 at 9 a.m..

5. **SURVEY.** Seller is not required as a condition of this Contract to furnish a survey of the property. However, Buyer may at Buyer's expense obtain a survey by a reputable certified and licensed land surveyor. In the event the survey discloses any encroachments, apparent boundary line disputes or violations of law regarding the location of improvements on the premises, Buyer may, at Buyer's option, declare this Contract null and void and shall be entitled to return of the earnest money deposit made hereunder.

6. **NO WARRANTIES OR REPRESENTATIONS.** The Buyer has inspected and carefully examined the above-described premises and neither Seller nor any other person in Seller's behalf has made and does not now make any representation, warranty or agreement as to the value, condition, quality, habitability, or suitability of said realty. It is agreed that Seller has made no representations as to the property lines, present or possible zoning of the property nor has Seller made any representations of any other kind. The Buyer has relied entirely upon Buyer's own advice and not upon the advice of either the Seller or any of Seller's agents or attorneys in making said purchase.

7. **NO REAL ESTATE BROKER'S COMMISSION.** Buyer warrants and represents that no real estate agent or company, has shown Buyer or anyone representing Buyer the property described in this Contract.

8. **PERSONALTY.** All items of personalty on the premises shall remain the property of the Seller except those items mentioned in this Contract as being the property of Buyer, if any.

9. **NO ORAL AGREEMENTS OR REPRESENTATIONS.** The parties agree that the promises and representations of the parties are as set forth in this Contract and that no other promises or representations exist by and between them. It is further agreed that this Contract may be modified in writing only.

10. **NO MERGER.** The representations and obligations made and accepted by the parties hereto shall survive the date of the Closing of this Contract unless fully performed at or before Closing and shall not be deemed to have merged with any document executed or delivered at Closing unless specifically provided for therein.

11. **REMEDIES AND DAMAGES.** If any party defaults in the performance of any obligation provided by this Contract, the party claiming a default shall notify the other party in writing of the nature of the default, the time allotted for curing the default (if not otherwise specified in this Contract), and the non-defaulting party's election of remedy in the event the default is not corrected in accordance with such notice. The remedies available are as follows:

- a. **Buyer Default:** If the Buyer is in default, the Seller may elect to treat this Contract as canceled, in which case all payments or earnest money deposits shall be forfeited and retained on behalf of the Seller as liquidated damages, and both parties thereafter shall be released from all obligations. In the alternative, the Seller may elect to treat this Contract as being in full force and effect, and the Seller shall have the right to specific performance or damages, or both.

b. Seller Default: In the event the Seller is in default, the Buyer may elect to treat this contract as cancelled; in which case all payments and earnest money deposits shall be returned to the Buyer and both parties thereafter shall be released from all obligations. In the alternative, the Buyer may elect to treat this Contract as being in full force and effect, and the Buyer shall have the right to specific performance or damages, or both.

c. Litigation Expenses: In the event of litigation, the party prevailing in the enforcement of this Contract shall further be entitled to the recovery of all costs of the litigation, including reasonable attorney's fees, in addition to the remedy sought.

12. **NOTICE**. Whenever any notice is required or given pursuant to this Contract, it shall be given by depositing the same in the U.S. mails with first class postage prepaid and addressed to the parties at the following addresses:

To Seller:

City of Moberly  
Attn: Michael Bugalski, MPA, City Manager  
101 West Reed Street  
Moberly, Missouri 65270  
660-269-8705 ext. 2062  
[mbugalski@cityofmoberly.com](mailto:mbugalski@cityofmoberly.com)

With copy to:

City of Moberly  
Randall Thompson, City Attorney  
101 West Reed Street  
Moberly, Missouri 65270  
Office: (660) 269-8705  
[cityattorney@cityofmoberly.com](mailto:cityattorney@cityofmoberly.com)

To Buyer:

Randolph County Health Department  
Attn: Sharon Whisenand, Director  
1319 E. Hwy. 24, Suite A  
Moberly, MO 65270  
[whises@randolphcountyhealth.org](mailto:whises@randolphcountyhealth.org)

With copy to:

Jennifer M. Snider  
Witt, Hicklin, Snider & Fain, P.C.  
PO Box 1517  
2300 Higgins Road  
Platte City, MO 64079  
(816) 210-2726

Either party hereto may from time to time change the foregoing address by written notice to the other party similarly given; provided, however, such change of address shall only be effective upon its actual receipt by the party to whom it is addressed.

13. **INVESTIGATION; UNDERGROUND STORAGE TANKS.** Seller makes no representations as to whether or not the Premises contain or formerly contained underground storage tanks. Beginning on the date of execution of this Contract and up to five (5) calendar days immediately prior to Closing, the Buyer has permission from the Seller to enter upon the Premises to conduct non-disturbing testing, inspection or evaluation of the Premises to investigate for possible underground storage tanks. If Buyer's investigation identifies any condition upon the Premises that is unacceptable to Buyer – in Buyer's sole discretion -- within five (5) days of Closing, Buyer may terminate this Contract and One Hundred Percent (100%) of Buyer's earnest money deposit set forth in paragraph 2(a) shall be refunded.

14. **ACCESS.** Buyer is purchasing the premises with the understanding that the same is accessible to a public highway, street or road. In the event it is determined prior to Closing that such access is not available to the premises, Buyer shall have the right to declare this Contract null and void unless Seller provides the same at Seller's expense prior to Closing.

15. **CONTROLLING LAW.** The interpretation, construction and performance of this Contract shall be governed by the laws of the State of Missouri.

16. **TIME OF THE ESSENCE.** Time is of the essence of this Contract.

17. **SUCCESSORS AND ASSIGNS.** This Contract shall be binding upon, and shall inure to the benefit of, the Parties and their heirs, personal representatives, successors and assigns. The obligations of the Parties hereunder shall survive the Closing and shall not be merged into the Closing.

IN WITNESS WHEREOF, the parties have executed and/or caused to be executed this Contract on the date and year first written above.

SELLER:  
City of Moberly, Missouri

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

Title: \_\_\_\_\_

BUYER:  
Randolph County Health Department

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

Title: \_\_\_\_\_