

DONATION AGREEMENT

This **DONATION AGREEMENT** (“Agreement”) is entered into as of this _____ day of _____, 2024, by and between the former officers of Mississippi Valley Communications, Inc., an administratively dissolved Missouri corporation, (hereinafter referred to as “Mississippi” and/or “donor”) and the City of Moberly, Missouri, a Missouri municipal corporation, having an address of 101 West Reed Street, Moberly, Missouri 65270 (“Donee” together with the Donors hereinafter referred to collectively as the “Parties”).

RECITALS

WHEREAS Donee is a municipality of the State of Missouri and a gift to the Donee will constitute a “charitable contribution” within the meaning of Section 170(c)(1) of the Internal Revenue Code of 1986, as amended.

WHEREAS title to the following described tract was vested in Mississippi Valley Communications, Inc. by Warranty Deed recorded January 17, 2001, in the land records of Randolph County, Missouri in Book 473 at Page 489:

All of lots 7, 8, 9, 10, 11, 12 and 13 of Block 17 Original Town of Moberly, Missouri together with that portion of East Reed Street adjoining said Lots 12 and 13 on the North and adjoining the vacated alley on the North which street was vacated by order of the City Council of Moberly, Missouri, May 13, 1899; subject to an easement over said Lot 13 recorded in Book 120 at Page 189 of the records of the Recorder of Deeds of Randolph County, Missouri and in favor of the Missouri, Kansas and Texas Railway Company. ALSO: The West 10 feet of an alley running North and South through Block 17 of the Original Town of Moberly, Missouri, lying East of Lots 7, 8, 9, 10, 11 and 12, together with the East Half of said alley lying West of Lot 13, all in said Block 17 of Original Town of Moberly, Missouri, which was vacated by order of the City Council of Moberly, Missouri on September 15, 1958.

WHEREAS Donor desires to donate the above-described tract to Donee upon the completion of certain conditions contained herein and Donee wishes to accept such donation.

WITNESSETH

I. **DONATION AND ACCEPTANCE.**

Donor agrees to donate, convey and transfer to Donee, and Donee agrees to receive and accept from the Donor, all of the Donor’s right, title and interest in and to the above-described tract subject to the terms, conditions and provisions stated herein.

II. **DONATIVE INTENT.**

The above-described tract is being donated by the Donor to the Donee as a charitable gift. This tract is referred to herein as "the Property."

III. METHOD OF CONVEYANCE.

The conveyance by the Donor of the property shall be by quit-claim deed in the form of deed attached hereto and incorporated herein by reference as Exhibit 1.

IV. LEGAL STATUS OF DONORS.

Mississippi Valley Communications, Inc. was administratively dissolved or revoked on December 22, 2014, for failure to file an annual Registration Report. At the time of the administrative dissolution the Corporate Officers of Mississippi were Jesse W. Wamsley, President and Patricia E. Wamsley, Secretary. The Board of Directors at that time were Jesse W. Wamsley, Patricia E. Wamsley and Jessica Wamsley. Jesse W. Wamsley passed away on July 10, 2021. A corporation administratively dissolved may not carry on any business except that necessary to wind up and liquidate its business and affairs under Section 351.476 RSMo. The donation and conveyance of real property made herein by Mississippi is necessary to wind up and liquidate its business and affairs.

V. DONOR WARRANTIES AND REPRESENTATIONS.

Mississippi has held a special meeting of its board of directors and has appointed Jessica Wamsley as President and Patricia E. Wamsley as Secretary for purposes of winding up its business and affairs. Jessica Wamsley as President and Patricia E. Wamsley as Secretary are authorized by the board of directors to convey and donate the property pursuant to the terms of this Agreement.

The Property is being conveyed on an "AS IS" "WHERE IS" basis in its present state and condition and Mississippi disclaims all warranties and representations of any kind or nature, whether oral or written, express or implied, concerning the property except the following:

- a. Mississippi is and was not a "nonresident alien," "foreign corporation," "foreign partnership," foreign limited liability donor," foreign trust" or foreign estate" within the meaning of Code Section 1445 and any related Treasury Regulations.

VI. DONEE WARRANTIES, REPRESENTATIONS AND ACKNOWLEDGEMENTS.

Donee hereby warrants and represents to Donor that it is a duly organized and validly existing municipal corporation under the laws of the State of Missouri and a political subdivision of the State of Missouri and has all necessary power and authority to enter into this Agreement and to perform and carry out the terms and conditions required of it hereunder.

Donee acknowledges that (i) it has inspected the Property to its full and complete satisfaction with the cooperation of the Donor, (ii) such inspection was undertaken by one or more persons of Donee's choosing, and (iii) it had reasonable and full access to the Property for the purposes of its inspection. Donee acknowledges that it has not relied, and does not rely, upon any warranties, representations, or statements concerning the Property other than those that are specifically included in this Agreement. Donee acknowledges the present state and condition of the Property and agrees to accept the Property,

notwithstanding any known or unknown deficiencies or defects of or with respect to the Property except as provided in Section VII herein.

VII. TITLE AND SURVEY.

Donor agrees to provide Donee a copy (if any) of any title search/commitment/policy completed with respect to the Property, and a copy (if any) of any survey(s) of the Property. Donor agrees to cooperate with Donee in the preparation of a boundary survey of the property. The survey shall be at Donee's sole cost and expense. Mississippi agrees to incorporate the legal description obtained by survey for the property into the quit claim deed required herein.

VIII. DOCUMENTATION AND DELIVERY OF INSTRUMENTS.

Prior to closing or otherwise as may be agreed to by the Parties, Donor shall deliver to the escrow agent, or such other person as may be designated by the Parties the executed Deeds conveying all of Donor's right, title and interest in and to the Property along with such other documents as may be reasonably necessary to effectuate the terms and conditions of this Agreement.

IX. CLOSING.

Closing shall take place at the escrow agent's office, or such other place as may be agreed to by the parties. Closing shall take place within fourteen (14) days of the date the Moberly City Council approves and authorizes this Agreement by Resolution, or the completion of the boundary survey described herein, whichever date is later.

Donee will be responsible for the payment of the cost of recording the Deeds and the Parties shall equally share all other costs or charges that may be associated with the closing.

X. COMMISSIONS OR FEES.

The Donor and Donee each represent to the other that they have not dealt with or contracted with any real estate agent or broker in connection with the transactions contemplated by this Agreement and are not aware of any real estate commissions that are or will become due to any person in connection with these transactions.

XI. ADDITIONAL TERMS AND CONDITIONS.

- a. Relationship of the Parties. Notwithstanding any provisions to the contrary in this Agreement, the Parties agree that their relationship with respect to the gift contemplated herein is one of donor and donee only, and no provision of this Agreement shall be construed to create any other type of status or relationship between the Parties with respect to such gift.

- b. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
- c. No Waiver of Sovereign Immunity; Public Liability Strictly Limited. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the Donee's Sovereign Immunity. The Parties agree that in no event shall the Donee, or any of its officials, officers, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to the Donors or any successor, agent, assignee or representative of the Donor in respect of any suit, claim, or cause of action arising out of this Agreement.
- d. Waiver. The failure of either party to insist, in any one or more instances, upon a strict performance of any of the terms and conditions of this Agreement, or to exercise or fail to exercise any right contained herein, shall not be construed as a waiver or relinquishment for the future of such right, but the same shall continue and remain in full force and effect. The continued performance by either party of this Agreement with knowledge of the breach of any term or condition hereof shall not be deemed a waiver of such breach, and no waiver by either party or any provision hereof, shall be deemed to have been made, or operate as estoppel, unless expressed in writing and signed by such party.
- e. Entire Agreement. This Agreement contains the complete understanding and agreement of the parties with respect to the Property and the transactions that are the subjects of this Agreement. No oral statements, representations or agreements other than this Agreement shall have any force or effect and Donor and Donee agree that they will not rely on any representations or agreements other than those contained herein.
- f. Further Assurances. Any party, upon the request of another party, shall execute and deliver such further documents and instruments as such other party may reasonably request to carry out the terms and conditions of this Agreement, provided that such further documents and instruments are consistent with the terms and conditions of this Agreement.
- g. Survival. All agreements, representations and warranties hereunder shall be considered to have been relied upon and shall survive the execution and delivery of this Agreement and the conveyance of the Property being conveyed hereunder.
- h. Exhibits. The Exhibits attached hereto are a part of this Agreement.

XII. APPLICABLE LAW AND BINDING EFFECT.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Missouri. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

XIII. COUNTERPARTS.

This Agreement may be signed by multiple identical counterparts with the same effect as if the signatures thereof and hereto were upon the same instrument.

EXECUTED AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

DONOR
MISSISSIPPI VALLEY COMMUNICATIONS, INC.

By: Jessica Wamsley, President

ATTEST:

By: Patricia E. Wamsley, Secretary

DONEE
CITY OF MOBERLY, MISSOURI

By: Michael Bugalski, City Manager

ATTEST:

Shannon Hance, MRCC, City Clerk

EXHIBIT 1

QUIT-CLAIM DEED

THIS INDENTURE, made on the ____ day of _____, 2024 by and between

MISSISSIPPI VALLEY COMMUNICATIONS, INC., an administratively dissolved Missouri corporation, GRANTOR party of the first part and

THE CITY OF MOBERLY, MISSOURI, a Missouri Municipal Corporation, GRANTEE
101 West Reed Street, Moberly, Missouri 65270 party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of **ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS**, paid by the said party of the second part, the receipt of which is hereby acknowledged, do or does by these presents, **GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM** unto the said party of the second part, the following described Real Estate situated in the County of Randolph, and State of Missouri:

TRACT 1: All of Lots 7, 8, 9, 10, 11,12 and 13 of Block 17 Original Town of Moberly, Missouri, together with that portion of East Reed Street adjoining said Lots 12 and 13 on the North and adjoining the vacated alley on the North which street was vacated by order of the City Council of Moberly, Missouri, May 13, 1899; subject to an easement over said Lot 13 recorded in Book 120 at page 189 of the records of the Recorder of Deeds of Randolph County, Missouri and in favor of the Missouri, Kansas and Texas Railway Company. ALSO: The West 10 feet of an alley running North and South through Block 17 of the Original Town of Moberly, Missouri, lying East of Lots 7, 8, 9, 10, 11 and 12, together with the East Half of said alley lying West of Lot 13, all in said Block 17 of Original Town of Moberly, Missouri, which was vacated by order of the City Council .of Moberly, Missouri on September 15, 1958.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said party of the second part and unto its heirs and assigns forever so that neither the party of the first part nor its successors nor any other person or persons, for them or in their names or behalf, shall or will hereinafter claim or demand any right or title to the title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

Grantor warrants that it is an administratively dissolved Missouri corporation and that this conveyance is being made as part of its process of liquidating its assets and winding up its business and

