



## Vacant Land and Lots Sale Contract

*This Contract has legal consequences. If you do not understand it, consult your attorney.*

This Vacant Land and Lots Sale Contract ("Contract") is made by and between:

City of Moberly ("Buyer") and the undersigned "Seller".

### 1. PROPERTY.

Seller agrees to sell and Buyer agrees to buy the real estate commonly known as:

200 Porter St. Moberly MO 65270 Randolph  
Street Address City Zip Code County

(Complete as applicable:) 1 53 14  
Section Township Range Lot or Parcel ID No.

☐ (Check box if legal description attached)

If no legal description is attached, then legal description on Seller's vesting deed(s) to govern.

Such real estate, together with all buildings, improvements, fixtures and affixed equipment located thereon (if any, unless specifically excluded), including but not limited to fencing and gates, systems and utilities, trees, bushes, shrubs, plants and landscaping, all rights, privileges and easements appurtenant thereto, and any item of personal property specifically included below, all of which Seller warrants to convey free and clear, are collectively referred to herein as the "Property".

### 2. PURCHASE PRICE/EARNEST MONEY.

The "Purchase Price" for the Property to be paid by Buyer (subject to adjustments as provided herein) is: \$ 72,400.00

The "Seller Concessions" (if any) to be credited by Seller at Closing (see §10) are (\$0 if none stated): \$ 0

The "Earnest Money" to be applied to Purchase Price at Closing is (if applicable, also complete below) \$ 7,240.00

Earnest Money shall be delivered by Buyer to Town and Country Abstract ("Escrow Agent") no later than 1 days (10 if none stated) after the Effective Date.

If Earnest Money is not timely delivered to Escrow Agent, then Seller may terminate this Contract by providing Notice thereof to Buyer at any time prior to delivery of the Earnest Money to Escrow Agent.

**Note:** If additional Earnest Money is to be supplied at any time prior to Closing, or if any Earnest Money is to be treated as non-refundable, attach an appropriate rider, such as MSC-2001R (Earnest Money Rider). See also §8 below.

Escrow Agent shall confirm its deposit of any Earnest Money upon request by any party, and may retain any interest earned thereon. Buyer shall pay the balance of the Purchase Price, by any form of funds acceptable to Closing Agent ("Funds"), at Closing.

### 3. CLOSING.

Subject to the terms of this Contract, this sale will be closed (meaning the unconditional release and exchange of the Deed for the Purchase Price, together with all other documents and Funds required by this Contract, the "Closing") at the office of (the Title Company identified at §6 unless otherwise specified) Century 21 McKeown and Assoc. Inc. ("Closing Agent")

at 2040 Silva Ln In Moberly MO on or before April 25, 2025 (the "Closing Date").  
Specify Location Month Day

Possession and all keys will be delivered to Buyer at Closing. **Brokers are not responsible for delivery of keys. Buyer should change locks following possession and reset to factory setting all codes and passwords on all electronic systems or components at the Property.**

**Note:** Attach a rider if possession is to be transferred other than as of Closing. The following are attached and incorporated as part of this Contract: (check all that apply):

☐ MSC-2080R (Possession by Buyer Prior to Closing) ☐ MSC-2090R (Possession by Seller After Closing)

☐ MSC-2085R (Limited Purpose Entry by Buyer Prior to Closing) ☐ (Other)

☐ (check if applicable) The Property is to remain tenant occupied, and Rental Property Rider (MSC-2035R) is attached and incorporated herein.

Unless specified otherwise, Seller warrants that the Property will be vacant as of the time of Closing (e.g., except for tenant(s) in possession pursuant to a lease approved pursuant to this Contract), and in its present condition (together with any improvements or repairs required by this Contract), ordinary wear and tear excepted, and free of any debris or personal property not included below.

47 **4. INCLUSIONS/EXCLUSIONS.** *Note: This Contract provides for what is included in this sale, and not a Seller's*  
48 *Disclosure Statement, MLS, commercial or any other listing service or promotional material.*

49 *Note: All grain, crops, livestock, hay, silage, and any non-affixed equipment or personal property now located on*  
50 *the real estate are reserved by Seller or Seller's tenant and NOT deemed part of the Property (unless specifically*  
51 *included below).*

52 **TO AVOID MISUNDERSTANDING LIST BELOW (AS "INCLUDED" OR "EXCLUDED") ANY ITEM WHICH MAY BE**  
53 **SUBJECT TO QUESTION.**

54 **Included** (e.g., any off-site or non-affixed equipment or machinery, or other personal property to be included):

55 NA

56 \_\_\_\_\_  
57 \_\_\_\_\_

58 **Excluded** (e.g., any deer stands, hunting blinds, trail cameras or other items reserved, leased or not owned by Seller):

59 NA

60 \_\_\_\_\_  
61 \_\_\_\_\_

62 **5. SALE/APPRaisal/ FINANCING CONTINGENCIES.**

63 **A. Sale Contingency.** *Check one box below:*

64 ☒ This Contract is **NOT** contingent upon the sale and/or closing of any other existing property of Buyer.

65 ☐ This Contract **IS** contingent upon the sale and/or closing of an existing property of Buyer. *If this box is checked, then*  
66 *complete and attach either (check applicable box):*

67 ☐ Contingency for Sale of Buyer's Existing Property (MSC-2021R), or

68 ☐ Contingency for Closing of Buyer's Existing Property (MSC-2022R).

69 ☐ **B. Appraisal Contingency.** *Check this box only if this Appraisal Contingency paragraph is intended to apply:*

70 **Note:** A lender's loan approval process does not always include a traditional appraisal. Different types of "appraisals" are  
71 available and underwriting requirements vary. If Buyer's performance under this Contract is to be conditioned upon the  
72 Property appraising at the Purchase Price, check box B above and complete the following.

73 Buyer's performance under this Contract is contingent upon the Property appraising at not less than the Purchase Price,  
74 by an appraiser selected by Buyer or Buyer's lender and licensed by the State of Missouri (the "**Appraisal Contingency**").  
75 Seller agrees to provide reasonable access to the Property for this purpose upon reasonable advance Notice from Buyer.  
76 If the appraised value is less than the Purchase Price, Buyer may request a reduction in the Purchase Price (but not less  
77 than the appraised value). If Buyer desires to act on this Appraisal Contingency, Buyer must deliver a written request (and  
78 a complete copy of the appraisal) to Seller no later than 0 days (25 if none stated) after the Effective Date. **Note:** MSC-  
79 2020N Appraisal Notice (Part A) may be used for this purpose. If Buyer does not timely deliver the Appraisal Notice to  
80 Seller, this Appraisal Contingency shall be deemed waived. If the parties do not reach a written agreement to reduce the  
81 Purchase Price as requested within 0 days (5 if none stated) after delivery of the Appraisal Notice to Seller (the  
82 "**Appraisal Resolution Deadline**"), then this Contract shall automatically terminate (with Earnest Money returned to Buyer,  
83 subject to §8) unless Buyer waives this Appraisal Contingency by delivering Notice thereof to Seller on or before the  
84 Appraisal Resolution Deadline. **Note:** MSC-2020N (Part C) may be used for this purpose. If the Purchase Price is reduced,  
85 the loan amount in Buyer's financing contingency (if any) shall be proportionately reduced.

86 **C. Financing Contingency.** *Check box 1, 2, or 3 below:*

87 ☒ **1. Not Contingent Upon Financing.** Although not a condition to performance, Buyer may finance any portion of Purchase  
88 Price. (Also check the following, if applicable):

89 ☐ Pre-Approval Letter/Proof of Funds sufficient to complete the Closing is attached.

90 ☐ **2. Nonconventional.** *If this box is checked, then complete and attach applicable Rider:*

91 ☐ Government Loan (MSC-2011R)

☐ Seller Financing & Disclosures (MSC-2012R)

92 ☐ Loan Assumption (MSC-2013R)

☐ Other. \_\_\_\_\_

93 ☐ **3. Conventional.** Buyer agrees to do all things reasonably necessary, including but not limited to completing a loan  
94 application, paying for a credit report, appraisal and any other required fees, providing all information required by lender and  
95 otherwise cooperating fully to make a good faith effort to obtain the financing described below. If Buyer does not deliver Notice,  
96 provided by Buyer's lender, to Seller of Buyer's inability to obtain a loan on the terms described below, by 5:00 p.m. on the

97 date (the "Loan Contingency Deadline") which is \_\_\_\_ days (25 if none stated) after the Effective Date, then this contingency  
98 shall be deemed waived and Buyer's performance under this Contract shall no longer be conditioned upon Buyer obtaining  
99 financing; provided however, if such lender will not give Buyer such Notice, then Buyer may directly notify Seller (on or before  
100 the Loan Contingency Deadline) by providing a notarized affidavit that Buyer has timely complied with all of the terms of this  
101 paragraph and that despite request, Buyer was unable to obtain such Notice from lender (See MSC-2010A "Buyer's Financing  
102 Contingency Affidavit" or MSC-2010B "Non-Individual Buyer's Financing Contingency Affidavit"). If Buyer complies with the  
103 terms of this subpart C.3 and timely provides Notice to Seller of Buyer's inability to obtain a loan on the terms described below,  
104 then this Contract shall terminate with Earnest Money to be returned to Buyer (subject to §8).

105 (Complete one or both) Loan amount: \_\_\_\_\_ % of the Purchase Price, or \$ \_\_\_\_\_.

106 Initial interest rate not to exceed: \_\_\_\_\_ %. Amortization term \_\_\_\_\_ years.

107 Rate Type (check one): ☐ Fixed ☐ Adjustable ☐ Other: \_\_\_\_\_

108 Other terms (N/A if blank): \_\_\_\_\_

109 If Buyer does not attach MSC-2021R or MSC-2022R (per §5A), then Buyer's inability to obtain a loan due to the failure of  
110 the sale and/or closing of another property of Buyer's will not constitute grounds to exercise this financing contingency. If  
111 there is no Appraisal Contingency (i.e., if subpart B is not checked above) or the Appraisal Contingency has been waived  
112 or removed, then failure of the Property to appraise at the Purchase Price will not constitute grounds to exercise this  
113 financing contingency.

114 **Note:** If the Loan Contingency Deadline passes without a termination, Buyer remains obligated under this Contract and must  
115 have available all Funds required to close. A "loan commitment" or "preapproval" does NOT guarantee that Buyer's loan will  
116 actually fund.

117 **6. TITLE/SURVEY. Note:** Any Seller paid Title Fees below are **in addition** to any "Seller Concessions" (see §10).

118 Seller shall transfer marketable title to the Property subject only to the Permitted Exceptions, as directed by Buyer, by (unless  
119 otherwise specifically agreed) general warranty deed (the "Deed"), properly executed and in recordable form.

120 **A. Title.** Within \_\_\_\_ days (20 if none stated) after the Effective Date (check applicable box below):

121 ☒ **1.** Seller shall deliver to Buyer a commitment (the "Title Commitment") to issue a current ALTA owner's policy of title  
122 insurance in the amount of the Purchase Price (the "Owner's Policy"), **both at Seller's cost.**

123 ☐ **2.** Seller shall deliver to Buyer a Title Commitment to issue an Owner's Policy (**cost of both split 50/50 by parties**).

124 ☐ **3.** Seller shall deliver to Buyer a Title Commitment, at **Seller's cost**, to issue an Owner's Policy at **Buyer's cost**.

125 ☐ **4.** Buyer may order a Title Commitment to issue an Owner's Policy (**both at Buyer's cost**).

126 The Title Commitment and Owner's Policy shall be issued by Town and Country Abstract (the "Title Company").

127 Buyer has 5 days (10 if none stated) to review the Title Commitment after its receipt, including (other than the Permitted  
128 Exceptions as defined below), all recorded subdivision, use and other restrictions, rights of way and easements, and all other  
129 recorded documents referenced therein which Buyer may desire to obtain (the "Title Review Period"), and to deliver Notice  
130 to Seller of any objections which Buyer has to any matters shown or referred to therein ("Title Objections"); provided,  
131 however, that if box A4 is checked, then Buyer has 5 days (20 if none stated) after the Effective Date (which shall be  
132 deemed to be the "Review Period") to review all such matters and deliver Notice of any Objections to Seller. **Note:** MSC-  
133 2055N ("Title Notice") may be used to facilitate the delivery of any Title Objections.

134 If Buyer timely objects, Buyer must also deliver a copy of the Title Commitment to Seller pertaining to such Objections. Seller  
135 has 3 days (7 if none stated) after receipt of Buyer's Title Objections to agree in writing to correct the same, prior to  
136 Closing, at Seller's expense. If Seller does not so agree, then this Contract shall automatically terminate unless Buyer, within  
137 1 additional days (3 if none stated) after Buyer's receipt of Seller's response to Buyer's Title Objections, agrees in writing  
138 to accept title without correction of such Title Objections. **Note: If Seller fails to timely respond to Buyer's Title Objections,**  
139 **then Seller shall be deemed to have refused to agree to correct any of them.** If the Contract is terminated under this  
140 Section, then the Earnest Money is to be refunded to Buyer (subject to §8). If any Title Objection causes a failure of marketable  
141 title, then Seller shall be liable for any survey, title, inspection and appraisal costs or charges paid or incurred by Buyer.

142 **B. Survey Contingency.** (Check on box below)

143 **Note:** Buyer should consult with its lender and Title Company as to their survey requirements and ability to provide full survey  
144 coverage.

145 ☒ **1. Not Contingent Upon a Survey.** Although not a condition to performance, Buyer may still elect to survey the Property.

146 ☐ **2. Contingent on Survey.** This Contract **is** contingent upon a survey of the Property.

147 ☐ "Survey Rider" (MSC-2065R) is attached and incorporated herein to identify the type of "Survey" to be obtained, from  
148 whom, and the responsibility of the parties to pay for the same (the "Survey").

**C. Permitted Exceptions.** Seller is solely responsible and liable for clearing any title or survey exception that arises between the Effective Date and Closing. Any existing monetary lien (other than a lien created as a result of Buyer's actions, and any taxes or assessments to be prorated at Closing) may be paid out of the Purchase Price proceeds. Subject thereto, any item shown (or which could have been shown) on the Title Commitment or a survey for which Buyer does not timely deliver a Notice of Objection shall be deemed waived, and together with all laws and zoning ordinances, all leases and any other occupancy rights of others existing as of the Effective Date which have been disclosed to and approved of by Buyer pursuant to this Contract are collectively referred to herein as the "**Permitted Exceptions**". The Owner's Policy must include mechanic's lien coverage. Subject to any Seller Concessions (see §10), Buyer is solely responsible for the cost of any lender title insurance policy.

**D. LIMITATION of Title Objection rights (only applies if the following box is checked):**

☐ All recorded subdivision indentures, covenants, declarations and restrictions shall be Permitted Exceptions, and Buyer waives its right to object to any of these items as part of the Title Review Period above.

**7. INSPECTIONS.**

**A. General.** The Property is being sold in its present condition, with no warranties, expressed or implied (except as may be given to Buyer in writing). Conditions of the Property that are disclosed or clearly visible should be considered by Buyer in setting the Purchase Price, or by making correction of such conditions by Seller a requirement of this Contract. Unless waived in writing (*Check this box ☐ and attach MSC-2051R As-Is Inspection Waiver Rider for this purpose*), Buyer may inspect the Property or have it inspected by a qualified inspector on Buyer's behalf during the Inspection Period. **Note:** *The cost and availability of insurance should be ascertained during the Inspection Period, including but not limited to flood insurance.* Seller agrees to provide reasonable access to the Property for this purpose, and as may be required by Buyer's lender or insurer, upon reasonable advance Notice from Buyer. Buyer agrees to immediately repair any damage to the Property, and to indemnify and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation reasonable attorney fees and court costs, resulting from any inspection of the Property, which obligations shall survive termination of this Contract.

**B. Property Data.** Within NA days (*Insert "N/A" if not applicable, otherwise 5 days if none stated*) after the Effective Date (the "**Property Data Review Period**"), Buyer may review additional data regarding the Property, including but not limited to: zoning regulations; taxes; school district; Subdivision Documents and the presence of registered sex offenders or other convicted criminals in the area ("**Property Data**"). For this purpose, "**Subdivision Documents**" means the unrecorded subdivision/homeowner association bylaws, rules and regulations and financial and insurance information for the subdivision of which the Property is a part. Seller authorizes Buyer to obtain Subdivision Documents from the association and agrees to reasonably cooperate in obtaining the same. Buyer is ultimately responsible for obtaining any Subdivision Documents or other Property Data. If unsatisfied with any Property Data, Buyer may terminate this Contract (with Earnest Money returned, subject to §8) by delivering Notice thereof to Seller prior to expiration of the Property Data Review Period. **Note:** *MSC-2049N (Property Data Review Termination Notice) may be used for this purpose.* Failure to timely provide such Notice constitutes a waiver of such termination right and Buyer's acceptance of all Property Data.

**C. Inspection Reports.** Buyer may (subject to the conditions expressly set forth herein), at Buyer's option and expense, obtain written inspection reports ("**Reports**") of the physical condition of the Property as reasonably deemed necessary by Buyer or its lender, including but not limited to the condition or presence (*if any*) of: flood plain status; environmental hazards; plumbing, including water well and irrigation, sewer, septic and wastewater treatment systems; electrical and mechanical systems and equipment; gas lines; soils and drainage; and any equipment included as part of the Property. **Note:** *Buyer may use form MSC-2045 (Buyer's Inspection Authorization) to coordinate the inspection process.*

**D. Inspection Notice.** Buyer must furnish a complete copy of the relevant Report(s) to Seller, along with a written list of any unacceptable condition(s) noted therein (the "**Inspection Notice**", See MSC-2050N), within 0 days (*10 if none stated*) after the Effective Date (the "**Inspection Period**"); but if an inspection report indicates a specialist is required for further inspection on a particular area(s) of the Property (a "**Specialist Report**"), Buyer may give Notice of same to Seller (prior to expiration of the Inspection Period) and receive an additional 0 days (*5 if none stated*) to provide the Inspection Notice. **Note:** *MSC-2047N (Notice of Additional Time for Specialist Report) may be used for this purpose.* All inspection reports, including further specialist evaluations, are the sole responsibility of Buyer, and not Seller. **Note: Buyer may submit only 1 Inspection Notice. It must include all matters unacceptable to Buyer. Buyer may not object to anything that is not in a Report.** Failure to perform any inspection or to timely deliver an Inspection Notice constitutes a waiver and acceptance by Buyer of all conditions any inspection may have disclosed.

If an Inspection Notice is timely given, it shall state if:

(1) Buyer is satisfied with all inspections;

(2) There are unacceptable conditions to be satisfied by Seller (in a workmanlike manner and prior to scheduled Closing Date, unless otherwise specified); or

(3) Buyer elects to terminate the Contract, with Earnest Money returned to Buyer (subject to §8).

**E. Resolution Period.** If this Contract is not terminated as provided above, the parties shall have 0 days (10 if none stated) after Seller's receipt of the Inspection Notice (the "**Resolution Period**") to reach a written agreement as to (a) who will complete and pay for the correction of any unacceptable conditions; (b) a monetary adjustment at Closing in lieu thereof; or (c) a resolution otherwise acceptable to the parties; or this Contract will automatically terminate with Earnest Money to be returned to Buyer (subject to §8). Either a written commitment by (a) Seller to meet all requirements originally submitted by Buyer in the Inspection Notice (at Seller's expense prior to the scheduled Closing Date); or (b) by Buyer to accept the Property without satisfaction of any such requirement; (both scenarios being referred to herein as a "**Capitulation**") shall constitute an "agreement" for purposes of this paragraph, even if earlier negotiations failed. Regardless of the Resolution Period timeframe set forth above, if Seller responds by declining to satisfy all items listed in an Inspection Notice from Buyer, and does not make a counter proposal, then this Contract shall automatically terminate unless Buyer delivers a Capitulation Notice to Seller within 0 days (2 if left blank) after Buyer's receipt of Seller's Response (or the parties reach a mutually acceptable written agreement prior thereto). **Note:** A monetary adjustment may affect the terms of Buyer's loan (e.g., down payment and interest rate).

#### **8. DISPOSITION OF EARNEST MONEY.**

Notwithstanding anything herein to the contrary, Escrow Agent and/or Closing Agent (as the case may be, "**Escrow Holder**") shall not distribute the Earnest Money or any other escrowed funds held by it ("**Escrow Funds**") without the written consent of all parties to this Contract (signatures on the Closing Statement may constitute such consent). Otherwise, Escrow Holder shall continue to hold said Escrow Funds in escrow until: (1) Escrow Holder has a written agreement signed by all parties consenting to its disposition; (2) a civil action is filed to determine its disposition (including an interpleader filed by Escrow Holder), at which time the Escrow Funds may be paid into court, less any attorney fees, court costs and other legal expenses incurred by Escrow Holder in connection therewith; (3) a court order or final judgment mandates its disposition; or (4) as may be required by applicable law. A Broker who is holding any Escrowed Funds in dispute between the parties is required by §339.105.4 RSMo to report and deliver the moneys to the State Treasurer within 365 days of the initial projected Closing Date. Escrow Holder is hereby authorized to report and deliver any such moneys to the State Treasurer at any time following sixty (60) days after the initial projected Closing Date (absent receipt of written consent of all parties as set forth above). **Note:** If an Escrow Holder who is not a licensed real estate broker requires that a separate escrow agreement be executed by the parties, then those separate terms may supersede the terms of this Contract. Whenever this Contract provides for the return of Earnest Money to Buyer, Buyer agrees that any expenses incurred by or on behalf of Buyer may be withheld by Escrow Holder and paid to the applicable service provider(s).

#### **9. LOSS/CONDEMNATION.**

Risk of loss to improvements on the Property shall be borne by Seller until Closing. Seller agrees to maintain Seller's current fire and extended coverage insurance (if any) on the Property and to do ordinary and necessary maintenance, upkeep and repair through Closing. If, before Closing, any part of the Property is taken by eminent domain, or if a condemnation proceeding is filed or threatened against any part thereof (a "**Taking**"), or if any part of the Property is destroyed or physically damaged through no fault of Buyer, then Seller shall promptly provide Notice to Buyer thereof and if Seller intends to restore, prior to the scheduled Closing Date, the Property to its condition as of the Effective Date. If Seller restores the Property to its prior condition before the scheduled Closing Date, then the parties shall proceed to Closing. **Note:** MSC-2510N (Property Damage Notice) and MSC-2520N (Taking Notice) may be used to deliver Notice of any Property damage (or Taking) and any election made in connection therewith.

If the Property is not to be restored to its prior condition by Seller before the scheduled Closing Date, then Seller shall promptly provide Buyer with a copy of any policy(ies) of insurance (or authorize that it be made available), the name and number of the agent for each policy and written authorization (if needed) for Buyer to communicate with the insurer, a copy of any written communications to and from the condemning authority and/or insurer (as the case may be); the policy limits; and (if known) the amount of proceeds payable on account of such Taking of or physical damage to the Property. Buyer may then either: (1) proceed with the transaction and be entitled to all insurance proceeds (and/or Taking payments and awards), if any, payable to Seller relating to any physical damage caused to (or Taking of) the Property, in which case the amount of any such payments theretofore made to Seller (plus any deductible amount not covered by insurance, but net of any other actual costs incurred) shall be at Buyer's option either (a) a credit against the Purchase Price otherwise payable by Buyer at Closing, or (b) a credit to Buyer at Closing, and Seller shall assign to Buyer all such remaining claims and rights to or arising out of any such casualty or Taking, including the right to conduct any litigation with respect thereto; or (2) rescind the Contract, in which case all parties shall be released from any further liability hereunder and the Earnest Money shall be returned to Buyer (subject to §8). Buyer shall give Notice of Buyer's election to Seller within 10 days after Buyer's receipt of Notice of Property Damage (or Taking, as the case may be) and the aforesaid information. Closing will be extended accordingly, if such information is not received by Buyer more than 10 days prior to the scheduled Closing Date. Seller shall not settle any claim regarding a Taking prior to the Closing (or earlier termination of this Contract) without Buyer's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Buyer's failure to so notify Seller shall constitute an election to rescind this Contract. A rescission does not constitute a default. This Section shall survive Closing.

264 **10. ADJUSTMENTS/CLOSING COSTS.**

265 Adjustments, charges and Closing costs are agreed to be paid by the parties with sufficient Funds to satisfy their respective  
266 obligations hereunder, as of the date of Closing. Such matters and the following prorations shall be itemized on a closing  
267 statement prepared by Closing Agent and executed by Buyer and Seller at or prior to Closing (the "**Closing Statement**"),  
268 together with all other documents required of them pursuant to this Contract and/or customarily required by Closing Agent to  
269 complete the Closing. The parties hereby specifically permit the involved Broker(s) to obtain and retain copies of both Buyer's  
270 and Seller's Closing Statements as required by 20 CSR 2250-8.150. **Note: Buyer is cautioned to always call to confirm**  
271 **instructions before sending any Funds via wire transfer.**

272 **Buyer shall pay for (where applicable):**

273 (a) hazard insurance premium(s) from and after Closing; (b) flood insurance premium if required by lender; (c) fees for any  
274 Survey or appraisal ordered by or for Buyer; (d) Title Company charges (e.g., Closing, recording, escrow, wiring and closing  
275 protection letter fees) customarily paid by a buyer in the County where the Property is located; (e) any lender charges (e.g.,  
276 appraisal/credit report fees, loan discount "points", loan origination/funding fees and other loan expenses); (f) any inspections  
277 ordered by or for Buyer; (g) special taxes (e.g., Tax Increment Financing Districts, Community Improvement Districts and  
278 Neighborhood Improvement Districts), subdivision and any other owner association assessments ("**Special Assessments**")  
279 levied after Closing; (h) the value of any heating oil or propane gas left in any tank at the Property (based on supplier current  
280 charges); (i) agreed upon repairs; (j) any municipal, conservation, fire district or other governmental authority occupancy  
281 compliance permit fees; and (k) any commission or other compensation due from Buyer to the Broker(s).

282 **Seller shall pay for (where applicable):**

283 (a) existing liens (recorded and unrecorded) and existing loans on the Property (if not assumed by Buyer); (b) any Seller  
284 Concessions; (c) Title Company charges (e.g., Closing, release, escrow, wire and closing protection letter fees) customarily  
285 paid by a seller in the County where the Property is located; (d) any required municipal, conservation, fire district or other  
286 governmental authority occupancy compliance inspection fees; (e) so-called "one-time" Special Assessments levied before  
287 Closing; (f) agreed upon repairs; and (g) any commission or other compensation due from Seller to the Broker(s).

288 **The parties shall prorate and adjust between them at Closing (based on a 30 day month), with Seller to pay for day**  
289 **of Closing:**

290 (a) general taxes (based on currently available assessment and rate, otherwise based on previous year); (b) all current profits,  
291 royalties, tolls or earnings arising out of or in connection with the Property ("**Income**") with Income delinquent over thirty  
292 (30) days to be collected by Seller and not adjusted. Buyer shall, upon receipt, turn over to Seller any Income received by  
293 Buyer after Closing pertaining to any time period prior to Closing and for which no adjustment has been made, after  
294 deducting and crediting any amounts due to Buyer for any time period after Closing; (c) any installments of Special  
295 Assessments becoming due and payable during the calendar year of Closing; (d) subdivision upkeep assessments and  
296 monthly association fee; and (e) flat rate utility charges (including water, sewer and trash); and (f) boat dock fees.

297 **Seller Concessions:** Notwithstanding the foregoing, at (and only upon) Closing, Seller shall pay ("**Seller Concessions**") up  
298 to, but not to exceed the amount set forth at \$2 towards Buyer's Closing costs, prepaids, inspections, lender fees, charges  
299 and expenses, Title Commitment, Owner's Policy or lender title insurance policy costs and fees ("**Title Fees**") paid by Buyer,  
300 Buyer's Broker fees, or any other expenses/fees associated with the Closing, all as approved by Buyer's lender (but not to  
301 include the cost of any home warranty or Title Fees paid by Seller).

302 **11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE.**

303 **This Contract is binding on and shall inure to the benefit of the parties and their respective heirs, successors and**  
304 **permitted assigns. Buyer may not assign this Contract without the written consent of Seller if: (a) Seller is taking**  
305 **back a note and deed of trust as part of the Purchase Price, or (b) Buyer is assuming the existing note. Assignment**  
306 **does not relieve the parties from their obligations under this Contract. The parties acknowledge that Buyer may**  
307 **desire to acquire, and/or Seller may desire to sell, the Property as part of a like-kind exchange ("Exchange")**  
308 **pursuant to §1031 of the Internal Revenue Code (the "Code"). Each party agrees to cooperate with the other and**  
309 **its qualified intermediary/ third-party facilitator in connection with any such Exchange, provided however, in no**  
310 **event shall Closing hereunder be delayed or affected by reason of an Exchange, nor shall consummation of an**  
311 **Exchange be a condition precedent or subsequent to any obligation of the parties under this Contract. No party**  
312 **shall, by this Contract or acquiescence to an Exchange, be required to incur any cost or expense, or to acquire or hold title**  
313 **to any real property, for purposes of consummating an Exchange at the request of another party (the "Requesting**  
314 **Party") or have its rights or obligations hereunder affected in any manner, or be deemed to have warranted to a**  
315 **Requesting Party that such Exchange in fact complies with the Code. A Requesting Party shall reimburse each**  
316 **other party for any cost or expense incurred by such non-requesting party with respect to an Exchange.**

317 **12. ENTIRE AGREEMENT/MODIFICATION.**

318 This Contract and any rider or attachment hereto (if any) constitute the entire agreement between the parties hereto  
319 concerning the Property. There are no other understandings, written or oral, relating to the subject matter hereof. This  
320 Contract may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

321 **13. DEFAULT/REMEDIES.**

322 If either party defaults in the performance of any obligation under this Contract, the party claiming a default shall notify the  
323 other party in writing of the nature of the default and the party's election of remedy. The notifying party may, but is not required  
324 to, provide the defaulting party with a deadline for curing the default. Following a default by either Seller or Buyer, the other  
325 party shall have the following remedies:

326 **A. Seller Defaults.** If Seller defaults, Buyer may: (1) specifically enforce this Contract and recover damages suffered by  
327 Buyer as a result of the delay in the acquisition of the Property; (2) terminate this Contract by Notice to Seller, and agree to  
328 release Seller from liability upon Seller's release of the Earnest Money and reimbursement to Buyer for all actual costs and  
329 expenses incurred by Buyer (and which are to be specified in Buyer's Notice of default) as liquidated damages and as Buyer's  
330 sole remedy (the parties recognizing that it would be extremely difficult, if not impossible, to ascertain the extent of actual  
331 damages caused by Seller's breach, and that return of the Earnest Money plus all actual costs and expenses incurred by  
332 Buyer represents as fair an approximation of such actual damages as the parties can now determine); or (3) pursue any other  
333 remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money, less any  
334 expenses incurred by or on behalf of Buyer, shall be returned to Buyer (subject to §8). Buyer's release of Seller shall not  
335 relieve Seller's liability (if any) to the Broker assisting Seller pursuant to any listing or other brokerage service agreement  
336 between them.

337 **B. Buyer Defaults.** If Buyer defaults, Seller may: (1) specifically enforce this Contract and recover damages suffered by  
338 Seller as a result of the delay in the sale of the Property; (2) terminate this Contract by Notice to Buyer, and (subject to §8)  
339 retain the Earnest Money as liquidated damages and as Seller's sole remedy (the parties recognizing it would be extremely  
340 difficult, if not impossible, to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money  
341 represents as fair an approximation of such actual damages as the parties can now determine); or (3) pursue any other  
342 remedy and damages available at law or in equity. If Earnest Money is retained by Seller as liquidated damages, any right or  
343 interest of the Broker assisting Seller with respect thereto shall be as set forth in the listing or other brokerage service  
344 agreement entered into between them.

345 **14. PREVAILING PARTY.**

346 In the event of any litigation between the parties pertaining to this Contract, the prevailing party shall be entitled to recover,  
347 in addition to any damages or equitable relief, the costs and expenses of litigation, including court costs and reasonable  
348 attorney fees. The provisions of this Section shall survive Closing or any termination of this Contract.

349 **15 SELLER'S DISCLOSURE STATEMENT. (check one)**

350 ☐ **A.** Buyer confirms that before signing this offer to purchase, Buyer received a Seller's Disclosure Statement for the  
351 Property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is  
352 advised to address any concerns Buyer may have about information in the Seller's Disclosure Statement by use of  
353 contingencies under this Contract.

354 ☐ **B.** Seller agrees to provide Buyer with a Seller's Disclosure Statement within \_\_\_\_ days (1 if none stated) after the Effective  
355 Date. Buyer has \_\_\_\_ days (3 if left blank) after delivery of the Disclosure Statement to review it and deliver Notice to Seller  
356 if this Contract is to be terminated (with Earnest Money to be returned to Buyer subject to §8). If Buyer does not timely deliver  
357 Notice of termination to Seller, then Buyer shall be deemed to have accepted the Disclosure Statement without objection.

358 ☒ **C.** No Seller's Disclosure Statement will be provided by Seller.

359 **Seller confirms that the information in the Seller's Disclosure Statement (if any) is (or when delivered will be)**  
360 **accurate, to the best of Seller's knowledge. Seller will fully and promptly disclose in writing to Buyer any new**  
361 **information pertaining to the Property that is discovered by or made known to Seller at any time prior to Closing and**  
362 **constitutes an adverse material fact or would make any existing information set forth in the Seller's Disclosure**  
363 **Statement false or materially misleading.**

364 **16. LEAD-BASED PAINT DISCLOSURE.**

365 If required by law, Seller has provided a Disclosure of Information of Lead-Based Paint and/or Lead-Based Paint Hazards  
366 form.

367 **17. WALK-THROUGHS/UTILITIES.**

368 Buyer, its representatives and any inspector whose report prompted a request for repairs, shall each have the right to enter  
369 and "walk-through" and verify the condition of the Property upon reasonable advance Notice from Buyer prior to Closing.  
370 "Walk-throughs" are not for the purpose of conducting a new inspection, but only for Buyer to confirm that: (1) the Property is  
371 in the same general condition as it was on the Effective Date; and (2) any repairs which are required or agreed upon (if any)  
372 are completed in a workmanlike manner. **Note: MSC-2600N (Walk-Through Notice) may be used for this purpose.** Waiver  
373 of any inspection does not waive the right to a "walk-through". Closing does not relieve Seller of any obligation to complete  
374 any repairs agreed upon or required by this Contract. Seller will arrange, at Seller's expense, to have all existing utilities (if  
375 any) turned on through Closing (unless utilities have been transferred to Buyer).



376 **18. SIGNATURES.**

377 This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall  
378 constitute one and the same instrument. For purposes of executing or amending this Contract, or delivering a Notice pursuant  
379 hereto, an approved standard form or other written document which is signed and transmitted by any electronic method  
380 deemed valid in accordance with the Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile  
381 machine, digital signature or a scanned image, such as a pdf via e-mail, is to be treated as an original signature and document.

382 **19. GOVERNING LAW/CONSTRUCTION.**

383 This Contract shall be construed in accordance with the laws of the State of Missouri, including the requirement to act in good  
384 faith. The terms "**Seller**" and "**Buyer**" may be either singular or plural masculine, feminine or neuter gender, according to  
385 whichever is evidenced by the signatures below. Section captions in this Contract are intended solely for convenience of  
386 reference and will not be deemed to modify, restrict or explain any provision of this Contract. If any provision herein shall for  
387 any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall  
388 not be deemed to terminate this Contract or to affect any other provision hereof, but rather this Contract shall, to the fullest  
389 extent permitted by law, remain in full force and effect and be construed as if such invalid, illegal or unenforceable provision(s)  
390 had never been contained herein; provided, however, that such provision(s) may be referred to in order to determine the intent  
391 of the parties.

392 **20. NOTICES.**

393 Any notice, consent, approval, request, waiver, objection or other communication (collectively, "**Notice**") required under this  
394 Contract (after its acceptance) to be delivered to Seller shall be in writing and shall be deemed delivered to Seller upon delivery  
395 thereof to the Broker (or any of its affiliated licensees) assisting Seller, whether as a limited agent, designated agent acting,  
396 dual agent or transaction broker. Likewise, any Notice to be delivered to Buyer shall be in writing and shall be deemed  
397 delivered to Buyer upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Buyer, whether as a limited  
398 agent, designated agent, dual agent, transaction broker or Seller's subagent. Refusal to accept service of a Notice shall  
399 constitute delivery of the Notice.

400 **21. RIDERS.** In addition to any other Riders that have been marked as included, the following are attached and  
401 incorporated herein as part of this Contract: (*check all that apply*)

- 402 ☐ Back-Up Contract Rider (MSC-2023R) ☐ Other \_\_\_\_\_  
403 ☐ Other \_\_\_\_\_ ☐ Other \_\_\_\_\_

404 **22. SPECIAL AGREEMENTS.** (*complete only if applicable*) \_\_\_\_\_

405 Buyer is aware that property is selling "AS-IS" and has taken the time to do their due diligence on the property prior to  
406 bidding at the auction.  
407 \_\_\_\_\_  
408 \_\_\_\_\_  
409 \_\_\_\_\_

410 **23. LICENSEE PERSONAL INTEREST DISCLOSURE.** (*complete only if applicable*)

411 \_\_\_\_\_ NA \_\_\_\_\_ (*insert name of licensee*)  
412 is a real estate broker or salesperson, and is (*check one or more, as applicable*):  
413 ☐ a party to this transaction;  
414 ☐ a principal of and/or has a direct or indirect ownership interest in ☐ Seller ☐ Buyer; and/or  
415 ☐ an immediate family member of ☐ Seller ☐ Buyer. *Specify:* \_\_\_\_\_

416 **24. SOURCE(S) OF BROKER(S) COMPENSATION.** (*check one or more boxes below as applicable*)

417 ☒ Seller ☐ Buyer (*Note: actual compensation shall be determined by applicable brokerage service agreements*)  
418 *or as otherwise negotiated as part of this Contract*

419 ☐ Buyer is requesting Seller pay compensation (from proceeds of the sale) to, or Listing Broker shares compensation with,  
420 Broker assisting Buyer at Closing. (*Form MSC-4025R "Compensation Agreement Rider" is attached*).

421 **Seller and Buyer each represent and warrant to the other and to the Broker(s), that the Broker(s) identified in the**  
422 **Brokerage Relationship Section below is (are) the only real estate broker(s) involved in this sale.**



423 **25. BROKERAGE RELATIONSHIP.**

424 Buyer and Seller confirm their receipt of the Broker Disclosure Form prescribed by the Missouri Real Estate Commission,  
425 and that disclosure of the undersigned licensee(s) brokerage relationship, as required by law or regulation, was made to the  
426 Seller and/or Buyer or their respective Broker (as the case may be), by said undersigned licensee(s), no later than the first  
427 showing of the Property, upon first contact, or immediately upon the occurrence of any change to their relationship.

428 **Licensee assisting Buyer is a:** (Check applicable boxes)

- 429 ☐ **Buyer's Limited Agent** (acting on behalf of Buyer)  
430 ☒ **Seller's Limited Agent** (acting on behalf of Seller)  
431 ☐ **Dual Agent** (acting on behalf of both Buyer & Seller)  
432 ☐ **Transaction Broker Assisting Buyer** (not acting on  
433 behalf of either Buyer or Seller)  
434 ☐ **Subagent of Seller** (acting on behalf of Seller)  
435 ☐ (Also check here if serving as a designated agent)

**Licensee assisting Seller is a:** (Check applicable boxes)

- ☒ **Seller's Limited Agent** (acting on behalf of Seller)  
☐ **Buyer's Limited Agent** (acting on behalf of Buyer)  
☐ **Dual Agent** (acting on behalf of both Seller & Buyer)  
☐ **Transaction Broker Assisting Seller** (not acting on  
behalf of either Seller or Buyer)  
☐ (Also check here if serving as a designated agent)

436 By signing below, the licensee(s) confirm making timely disclosure of its brokerage relationship to the appropriate parties.

437 Century 21 McKeown and Assoc. Inc.

438 **Broker's Firm Assisting Buyer**

439 Broker's Firm State License # 000004825

440 By (Signature) Michael Cunningham

441 Licensee's Printed Name: Michael Cunningham

442 Licensee's State License # 2008025821

443 Date: \_\_\_\_\_

Century 21 McKeown and Assoc. Inc.

**Broker's Firm Assisting Seller**

Broker's Firm State License # 000004825

By (Signature) Michael Cunningham

Licensee's Printed Name: Michael Cunningham

Licensee's State License # 2008025821

Date: \_\_\_\_\_

444 **26. BROKERS ROLE/FRANCHISE DISCLOSURE.**

445 Buyer is strongly encouraged to obtain an appraisal and survey, and to review Subdivision Documents and Property Data,  
446 and to otherwise fully inspect the Property.— Buyer (and all involved real estate licensees, including the broker(s) assisting  
447 Buyer and/or Seller and their respective licensees identified in §25 above, collectively, the **"Brokers"**) may be present  
448 during any time of permitted access to the Property. Brokers' presence at the Property at any time shall only serve to  
449 assist in the coordination of and compliance with the terms of this Contract, and not in any way be interpreted as providing  
450 Brokers with special knowledge or understanding of any results. The parties will rely only upon results provided by  
451 appropriate expert(s), and acknowledge that Brokers have no expertise or responsibility in analyzing or interpreting those  
452 results. The parties will not rely upon the Brokers in any way as to the selection or engagement of any particular company  
453 to serve as a lender, appraiser, title company, surveyor or for any inspection/repair, warranty, settlement or other service  
454 ("Service Provider"). Such services may be offered by more than one company, and the determination to select and  
455 engage a particular Service Provider is to be determined solely by the parties as agreed upon herein. The parties should  
456 consider, but not be limited by, the existence of errors and omissions insurance, liability insurance, business and  
457 professional licensure, membership in professional associations and years of experience. **Although one or more of the**  
458 **Brokers may be a member a franchise, the franchisor is not responsible for the acts of said Broker(s).**

459 **Note:** Under Missouri law, Brokers are immune from liability for statements made by engineers, land surveyors, geologists,  
460 environmental hazard experts, wood destroying inspection and control experts, termite inspectors, mortgage brokers, home  
461 inspectors, or other home inspection experts unless: (1) the statement was made by a person employed by a Broker; (2)  
462 the person making the statement was selected and engaged by the Broker; or (3) the Broker knew prior to Closing that the  
463 statement was false (or acted in reckless disregard as to whether the statement was true or false). A Broker shall not be  
464 the subject of any action and no action shall be instituted against a Broker for any information contained in any Seller  
465 disclosure furnished to Buyer, unless the Broker is a signatory to such, knew prior to Closing that the statement was false,  
466 or acted in reckless disregard as to whether it was true or false. Acting as a courier of documents shall not be considered  
467 to be making any statement contained in such documents.

468 **27. SALES INFORMATION.**

469 **Permission is hereby granted by Seller and Buyer for the Broker(s) to provide, effective as of and after the Closing,**  
470 **sales information of this transaction, including Purchase Price and Property address, to any multi-listing service,**  
471 **local Association or Board of REALTORS®, its members, member's prospects, appraisers and other professional**  
472 **users of real estate data.**

473 **28. FIRPTA.**

474 Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act (26 U.S.C.  
475 §1445) and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number. If Seller is a  
476 foreign person, then Buyer must comply with applicable FIRPTA withholding and remittance requirements. Any amount  
477 required to be withheld to satisfy FIRPTA requirements shall be taken solely from the net proceeds due Seller. If the net  
478 proceeds are not sufficient to satisfy applicable FIRPTA requirements, then Seller shall deliver to Closing Agent, as a  
479 condition to Closing, the additional Funds necessary to satisfy the applicable FIRPTA withholding requirements. The  
480 parties should seek independent tax advice and legal counsel regarding FIRPTA and any other tax matters.

481 **29. ANTI-TERRORISM.**

482 Each party hereto represents and warrants to each other party and to the Broker(s), that such party is not, and is not acting,  
483 directly or indirectly, for or on behalf of any person or entity, named as a Specially Designated National and Blocked Person  
484 (as defined in Presidential Exec. Order 13224), or with whom you are prohibited to do business under anti-terrorism laws.

485 **30. ACCEPTANCE DEADLINE/EFFECTIVE DATE.**

486 Buyer's offer to purchase the Property shall automatically expire if Seller has not accepted it by \_\_\_\_\_, \_\_.m., on  
487 \_\_\_\_\_ (the "**Acceptance Deadline**"). This offer is freely revocable by Buyer by providing  
488 notice (whether orally or in writing) to Seller or the licensee assisting Seller until Seller has accepted it. Once Seller has  
489 accepted it by both (1) signing it; and (2) providing timely notice of such acceptance (whether orally or in writing) to Buyer or  
490 to the licensee assisting Buyer (i.e., on or before the Acceptance Deadline) this Contract will become valid and legally binding.  
491 The "**Effective Date**" of this Contract shall be the date adjacent to the signature of the last party to sign this Contract.

492 **31. TIME IS OF THE ESSENCE.**

493 **Time is of the essence in the performance of the parties' obligations under this Contract.** All references to a specified  
494 time shall mean Central Time. As used herein, a "**day**" is defined as a 24-hour calendar day, seven (7) days per week.

495 ☐ **Check box if additional signatures are needed and attach Additional Signature Page (MSC-5070).**

**SELLER ACCEPTS OFFER (Sign Below)**

03/18/2025

7:05 PM

497 Michael R Bugalski 03-19-25  
498 **BUYER** **Date**

499 Printed Name: Michael Bugalski

Heather Cleavinger  
**SELLER** **Date and Time**

Printed Name: \_\_\_\_\_

502 **BUYER** **Date**

503 Printed Name: \_\_\_\_\_

502 **SELLER** **Date and Time**

503 Printed Name: \_\_\_\_\_

504 **If signing on behalf of a trust or other legal entity,**  
505 **print its name and your title below:**

City of Moberly

505 Printed Entity Name

506 Title(s): City Manager

**If signing on behalf of a trust or other legal entity, please**  
**please print its name and your title below:**

Printed Entity Name

Title(s): \_\_\_\_\_

**SELLER REJECTS OFFER (Initial)** \_\_\_\_\_

**SELLER COUNTER-OFFERS (Initial)** \_\_\_\_\_

Counter Offer form MSC-2040, which amends the terms of  
this offer, is attached and incorporated into this Contract

Approved by legal counsel for use exclusively by current members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to  
the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law,  
customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Contract be made.

Last Revised 12/02/24.

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