

EXHIBIT 1

REAL ESTATE SALE AGREEMENT

THIS AGREEMENT, made between, Barbara Hubacheck, personal representative of the Estate of Ernest E. Cantwell, "Seller," and The City of Republic, Missouri, "Buyer," the Effective Date of which shall be the date of final acceptance by the last party to sign this agreement and/or addendum attached hereto, WITNESSETH:

I. THE PROPERTY - Buyer agrees to purchase and Seller agrees to sell "as is" the real property and the improvements thereon ("property") commonly known as: 4297 S. Wilson's Creek Boulevard, Republic, Missouri; approximately 9.9 acres.

A. **LEGAL DESCRIPTION** - The legal description of the aforesaid property is:

All of the South 700 feet of the East 255 feet of the East One-half (E1/2) of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section Fourteen (14), Township Twenty-eight (28), Range Twenty-three (23), in GREENE County, Missouri.

B. **INCLUSIONS** - The property shall include the following, if owned, unless otherwise specifically excluded: attic and ceiling fans, bathroom mirrors, other attached mirrors, central air conditioning, fences, alarms or detection units (fire, smoke and burglary), fireplace screens and/or glass doors, attached floor coverings, garage doors, garage door openers and remote transmitting units, gas heaters, gas logs and fireplace grates, heating and plumbing equipment and fixtures, attached humidifiers, keys to all doors, attached or built in kitchen appliances, lighting and light fixtures, attached outside cooking units, propane tanks including propane, attached shelving, soft water conditioner, storm windows, doors & screens, attached TV antennas (excluding satellite dishes), sprinkler systems and controls, and window coverings (interior and exterior, excluding drapes).

C. **ADDITIONAL INCLUSIONS** - The following items are also included in the sale:

D. **EXCLUSIONS** - The following items shall not be included in the sale:

II. PURCHASE PRICE - The purchase price for the property is \$469,000.00 (Four hundred sixty-nine thousand dollars and zero cents), which the Buyer agrees to pay as follows:

A. **EARNEST MONEY** - The earnest money deposit in the amount of \$0.00 (zero) deposited with Seller. Said earnest money shall become non-refundable and the sole property of Seller 20 days following the effective date of this contract if Buyer fails to make an objection as noted herein; and

B. **ADDITIONAL MONEY** - Additional money in the form of a certified funds in the amount of \$469,000.00 (Four hundred sixty-nine thousand dollars and zero cents) to be paid to Seller on or before the closing date.

III. CLOSING, DELIVERY OF DEED, PAYMENT & POSSESSION - Closing shall be completed no later than June 1, 2023 ("Closing Date"). Seller shall deliver possession of the property to Buyer on the Closing Date. Closing shall take place at Fidelity Title Agency, contact Amanda Smarr.

A. **CLOSING AGENT** - On or before the closing date, Seller shall execute and deliver to the Title Company or other Closing Agent, a general warranty deed or fiduciary deed (if Seller is a corporation, financial institution or fiduciary) and all other documents and funds reasonably necessary to complete the closing. On or before the closing date, Seller and Buyer agree to deliver to the Closing Agent a cashier's check, wire or other certified funds sufficient to satisfy their respective obligations under this contract. Seller acknowledges that disbursement of proceeds may not be made until after the deed or instrument of conveyance and, if applicable, mortgage or deed of trust have been recorded.

B. **TITLE TRANSFER** - Subject to other provisions of this agreement, the Seller agrees to convey title to the property to the Buyer by general warranty deed on or before the Closing Date, conveying to the Buyer marketable fee simple title to all of the Seller's rights, titles, and interests in and to the property, free and clear of all liens and encumbrances except those "approved title exceptions" noted herein.

C. **PAYMENT** - Subject to other provisions of this agreement, the Buyer agrees to convey payment to the Seller on or before the Closing Date, in the amount of and pursuant to the requirements and provisions of this document

IV. CONDITION OF PROPERTY & INSPECTIONS - Buyer may, at Buyer's expense, have property inspections which may include, but are not limited to, the: appliances, plumbing (including septic system), electrical, heating system, central air conditioning, fireplace, chimney, foundation, roof, siding, windows or doors, ceilings, floors, insulation, drainage, interior and exterior components, any wall, decks, driveways, patios, sidewalks, fences, slabs, health and/or environmental concerns (including lead-based paint) and wood-destroying insect or other pest infestation and/or damage, as provided below:

A. **WOOD-DESTROYING INSECTS** - Seller agrees to pay to have the property treated for control of infestation by wood-destroying insects if a written inspection report of a reputable licensed pest control firm reveals evidence of active infestation, or evidence of pest untreated infestation in the property. If treatment is required, Seller shall provide Buyer with a certificate evidencing treatment by a reputable licensed pest control firm of Seller's choice, which certificate Buyer agrees to accept. Treatment shall be completed no earlier than ten (10) calendar days prior to the closing date.

B. **ACCESS TO PROPERTY, RE-INSPECTIONS, DAMAGE AND REPAIR** - Seller shall afford Buyer reasonable access to the property to conduct the inspections, re-inspections, of any corrective measures completed by Seller and/or a final walk-through prior to closing. Buyer shall be responsible and pay for any damage to the property resulting from the inspection(s). Seller agrees that any corrective measures

which Seller performs pursuant to the following provisions shall be completed in a workmanlike manner with good quality materials.

C. TIME FOR INSPECTIONS - Buyer must complete all inspections within 20 (twenty) calendar days after the effective date of this contract.

D. FAILURE TO INSPECT - If Buyer does not conduct inspections Buyer shall have waived any right to cancel or renegotiate this contract pursuant to the inspection provisions.

E. TIMELY NOTICE - If Buyer conducts inspections but fails to notify Seller of unacceptable conditions prior to the expiration of the inspection period, Buyer shall have waived any right to cancel or renegotiate this contract pursuant to the inspection provisions.

F. INSPECTION REMEDIES - If Buyer's inspections reveal unacceptable condition(s), Buyer may do any one of the following within the inspection period:

1. Accept the property "AS IS," in which case buyer will have waived any right to cancel or renegotiate due to the unacceptable conditions.
2. Cancel this contract by notifying seller in writing within the inspection period. Buyer's notice of cancellation or offer to renegotiate must be accompanied by the written reports of the independent qualified inspector(s) who conducted the inspection(s).
3. Offer to renegotiate the price and/or other terms with seller by notifying Seller in writing within the inspection period, identifying the unacceptable conditions. Seller is not obligated to renegotiate. If within _____ days (*5 if left blank*) after Seller's receipt of Buyer's offer to renegotiate, Buyer and Seller have not executed a written agreement satisfactorily resolving the unacceptable conditions, or Buyer has not elected to accept the Property "as is" by written notice to Seller, then either party may cancel this contract by written notice to the other.

G. FAILURE TO OBJECT - After the expiration of the applicable period for inspection and objection thereto, and for the resolution of said objections, if the Buyer has not canceled this agreement then the Buyer agrees to accept possession of the property on Closing Date in an AS IS condition WITH ALL FAULTS, and Seller makes no representations respecting the fitness or condition of the property or improvements thereon.

H. WAIVER OF DISCLOSURE STATEMENT – Buyer hereby waives any entitlement or right to a written disclosure statement from the Seller regarding the condition of the property.

IV. MAINTENANCE OF PROPERTY - Seller shall maintain the Property in its present condition through the date of possession. Seller shall advise Buyer of any substantial change

in the condition of the property prior to closing. Unless otherwise agreed in writing, Seller shall remove all possessions, trash and debris from the Property upon vacating or prior to delivery of possession.

V. INSURANCE AND CASUALTY LOSS - Seller agrees to keep the property fully insured until delivery of Seller's deed to Buyer. If before delivery of the deed to Buyer, improvements on the property are damaged or destroyed by fire or other causes, including those that could be covered by what is known as fire and extended coverage insurance, the parties agree that the risk of that damage or destruction shall be borne as follows: If the damage is minor, Seller may repair or replace the property if the work can be completed before the closing date. If Seller elects not to repair or replace the property, or if the damage is substantial, Seller shall notify Buyer in writing and Buyer may enforce or cancel this contract by written notice to Seller within 10 days after receiving notice of the damage or destruction of the property. If Buyer elects to enforce this contract, the purchase price shall not be reduced and the property shall be conveyed in its existing condition at the time, provided Seller shall credit buyer the insurance deductible and assign Seller's fire and extended coverage proceeds to Buyer at closing.

VI. EARNEST MONIES AND ADDITIONAL DEPOSITS - Upon acceptance of this contract, unless otherwise agreed, any earnest money referenced above shall be deposited within 10 banking days of the effective date, in an insured escrow account maintained by Listing Broker, Seller, Seller's Agent, or other Escrow Agent. Any additional deposits shall be deposited within 10 banking days of receipt by Listing Broker, Seller, Seller's Agent, or other Escrow Agent. Buyer and Seller agree that the Listing Broker, Seller, Seller's Agent, or other Escrow Agent may retain any interest earned on escrowed funds. If this contract is canceled by the parties or if the earnest money is to be forfeited or refunded, the parties agree that the amount to be distributed shall first be reduced by any unpaid charges for credit reports, appraisals, surveys, termite, mechanical and other inspections, and title investigation fees, if any, incurred by the Listing Broker, Seller, Seller's Agent or Escrow Agent on behalf of the party receiving the funds.

A. **RETURN OF MONEY** - If this contract is terminated by the express provisions of this contract or by either party pursuant to a right expressly given in this contract, the earnest money deposit shall be returned to the Buyer, and neither party shall have any further rights or obligations under this contract, except as otherwise stated in this contract. Provided, notwithstanding any other terms of this contract providing for the forfeiture or refund of earnest money, the parties understand that the Escrow Agent can not distribute the earnest money without the written consent of all parties to this contract.

B. **INTERPLEADER** - If Buyer and Seller are unable to agree in writing upon the disposition of the Earnest Money or any other funds, Listing Broker or Escrow Agent may commence an interpleader or similar proceeding and Buyer and Seller authorize Listing Broker or Escrow Agent to pay all funds to the Clerk of the Court for disposition as the Court may direct. Buyer and Seller agree that Listing Broker or Escrow Agent shall be entitled to reimbursement of its costs incurred in connection with the interpleader or similar proceeding including without limitation, reasonable

attorneys' fees and expenses.

C. **RESPONSE TO NOTICE** - Buyer and Seller agree that, in the absence of a dispute or written consent to distribution, the failure by either to respond in writing to a certified letter from Listing Broker or Escrow Agent within 15 days of receipt thereof or failure to make written demand for return or forfeiture of the earnest money within 60 days of notice of cancellation of this contract shall constitute consent to distribution of the earnest money as suggested in such certified letter.

VII. SURVEY - Buyer may, at Buyer's expense, obtain a "staked" survey of the property before the closing date to assure that there are no defects, encroachments, overlaps, boundary line or acreage disputes, or other such matters, that would be disclosed by a survey. Buyer acknowledges that a Mortgage Inspection Report or "Loan Survey" normally required by a lending institution is not a staked survey. Prior to the closing date, Buyer shall notify Seller of any encroachments of any improvements upon, from, or onto the property or any building setback line, property line, or easement, which encroachment shall be deemed to be a title defect. Seller shall remedy such defects as are susceptible of being remedied prior to the closing date. If Seller does not so remedy the defects in title, Buyer shall have the option of completing this purchase and accepting the title Seller is able to convey without adjustment in the purchase price or canceling this contract.

VIII. EVIDENCE OF INSURABLE TITLE - Prior to the closing date, Seller agrees to deliver to Buyer a title insurance commitment from a company authorized to insure titles in the state where the property is located. Unless there is a defect in title to the property that is not corrected prior to the closing date, Buyer may not object to untimely delivery of the title commitment.

A. **TITLE COMMITMENT & APPROVED TITLE EXCEPTIONS** - The title commitment shall commit to insure marketable fee simple title in the Buyer upon the recording of the deed or other document of conveyance. However, title to the property shall be subject to the "approved title exceptions," which include specific conditions in this contract and customary covenants, declarations, restrictions, zoning laws, easements, party wall agreements, special assessments, and community contracts of record as of the effective date of the title commitment.

B. **OBJECTION PERIOD** - Buyer shall immediately after receipt of the title commitment, notify Seller in writing of any valid objections to title to the property. Seller shall then make a good faith effort to remedy the defects in title. If Seller does not remedy the title defects before the closing date, Buyer may elect to waive the objections, extend the closing date a reasonable time for the Seller to remedy the defects or cancel this contract.

IX. PROPERTY TAXES AND FEES - All general, state, county, school and municipal real estate taxes, homes association dues and fees, special assessments, interest on existing loans to be assumed by Buyer, and any other contractual obligation of Seller to be assumed by Buyer for years prior to the current calendar year shall be paid by Seller. Any of the preceding items which become due and accrue during the calendar year in which Seller's deed is delivered (including rents, if applicable) shall be prorated between the parties as of the closing date. Any of the preceding items which become due and accrue for all years after the

calendar year in which Seller's deed is delivered (including rents, if applicable), to the extent permitted by law, shall be assumed and paid by the Buyer.

A. DETERMINING & ESTIMATING AMOUNTS - If the actual amount of any item to be prorated for the current year cannot be ascertained from the public record, the amount of the item for the preceding year will be used for the current year's amount.

X. REMEDIES UPON DEFAULT – Seller or Buyer shall be in default under this Contract if either fails to comply with any material provision within the time limits required by this Contract. If either party defaults, the party claiming a default shall notify the other party in writing of the nature of the default and terminate this Contract or extend the time for performance by a written document signed by all parties. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default. The failure to assert a default shall not constitute a waiver of the right to assert a default of the same or any other provision of this Contract. If this Contract shall not be closed for the fault of Buyer, then 10% of the total sale price shall be paid by Buyer to Seller as liquidated damages, it being agreed that actual damages are difficult, if not impossible, to ascertain. If this Contract shall not be closed for the fault of Seller, then 10% of total sale price shall be paid by Seller to Buyer as liquidated damages, in addition to the return of Buyer's Earnest Money less expenses incurred on Buyer's behalf, it being agreed that actual damages are difficult, if not impossible to ascertain, or Buyer may pursue any other remedies, including suit for specific performance. If legal action is brought arising out of the Contract, the prevailing party shall be entitled to reasonable attorney fees.

XI. MISCELLANEOUS

A. PARTIES - This is a contract between Seller and Buyer. If Seller or Buyer constitutes two or more persons, the terms "Seller" or "Buyer" shall be construed to read "Sellers" or "Buyers" whenever the sense of the contract requires. Unless identified as Seller or Buyer, Listing Broker, any Cooperating Broker and their agents (collectively referred to as Broker), or any escrow or closing agent are acting as agents only and are not parties to this contract. Seller and Buyer acknowledge that said persons or entities may have a financial interest in third parties providing specialized services required by this contract including, but not limited to, lender, title insurance company, escrow agent, closing agent, warranty company, wood infestation/ mechanical/structural or other inspectors. Seller and Buyer agree that said persons or entities shall not be responsible for the conduct of third parties providing specialized services.

B. NOTICES - Any notice or other communication required or permitted hereunder may be delivered in person or by facsimile to the address set forth in this contract or such other address or number as shall be furnished in writing by any such party. Such notice or communication shall be deemed to have been given as of the date and time so delivered in person or received by facsimile. Delivery to or receipt by a party's agent shall constitute delivery to the party.

C. ENTIRE AGREEMENT AND MANNER OF MODIFICATION - This contract and the attachments hereto, constitute the complete agreement of the parties

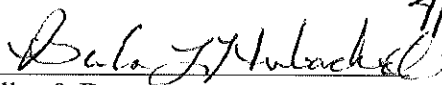
concerning the property, supersede all previous agreements and may be modified only by a written agreement signed by all parties.

D. TIME IS OF THE ESSENCE - Buyer and Seller understand and agree that time is of the essence in this contract.

E. EFFECTIVE DATE - The effective date of this contract is the date upon which the last party signs.

F. CHOICE OF LAW & FORUM - This Agreement shall be construed under and be governed by the laws of the State of Missouri and it is agreed by the parties that jurisdiction and venue shall be proper and shall only be had in GREENE County, Missouri.

When signed by all parties this is a legally binding contract; if not understood consult an attorney before signing.

 ^{4/25/2023}

Seller & Date
Barbara Hubachek, personal
representative of the Estate of
Ernest E. Cantwell,

Buyer & Date
Authorized Representative of
The City of Republic, Missouri