

CONTRACT FOR SALE OF REAL PROPERTY

On this ____ day of _____, 2025, Emanuel Romanian Christian Church, a Missouri nonprofit corporation (the “Seller”), and the City of Willard, Missouri, a Missouri municipal corporation organized and existing as a fourth-class city under the laws of the State of Missouri (the “Buyer”), agree to the following terms and conditions of the sale and purchase of the real property legally described as attached and incorporated as Exhibit A.

The property is located at 418 West Jackson Street, in the City of Willard, Greene County, Missouri 65781.

Seller agrees to sell and Buyer agrees to purchase the above-described property for a total purchase price of: Five Hundred Dollars and no cents
(\$ 500.00), subject to the terms and conditions of this Agreement.

- I. Closing. The sale will be closed at a mutually agreed time and place, which may include the office of a designated title company or the Willard City Clerk’s Office, on the ____ day of _____, 2025 (the “Closing Date”). Possession of the property shall be delivered to Buyer at closing.
- II. Consideration. Buyer shall pay to Seller the total purchase price set forth above at closing, by certified funds or other form of payment acceptable to Seller, as full consideration for the conveyance of the property.
- III. Earnest Money. Buyer shall deposit \$ _____ as Earnest Money with an Escrow Agent designated by the parties, to be applied to the purchase price at closing.
- IV. Title Commitment. Buyer may, at its discretion, order a Title Commitment to issue an Owner’s Policy at Buyer’s expense.
- V. Survey. Buyer, at its sole option, expense, and liability, may obtain a survey of the property to confirm its legal description and determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other adverse matters that may be disclosed.

Buyer shall have three (3) business days following receipt of any Title Commitment to review the same, including all restrictions, rights-of-way, easements, and other matters of record.
- VI. Condition. The property is sold in its present condition, “as is,” with no warranties, expressed or implied.
- VII. Inspection. Buyer shall have the right to inspect said property at its own cost prior to closing.
- VIII. Disclosure. No Seller’s Disclosure Statement shall be required or provided by Seller.
- IX. Jurisdiction. This Agreement and all matters arising out of or relating to this

Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Missouri.

Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the state or federal courts of competent jurisdiction located in or nearest to Greene County, Missouri. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

- X. Execution. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Electronic signatures and scanned copies shall be deemed originals in accordance with the Missouri Uniform Electronic Transactions Act.

- XI. Default.

If Buyer defaults, Seller may:

- A. Specifically enforce this Agreement and recover damages suffered by Seller as a result of the delay in the sale of the Property;
- B. Terminate this Agreement by written notice to Buyer and retain any Earnest Money as liquidated damages and Seller's sole remedy (the parties acknowledge it would be difficult to ascertain actual damages caused by Buyer's breach, and the Earnest Money represents a fair approximation of such damages); or
- C. Pursue any other remedy and damages available at law or in equity.

If Seller defaults, Buyer may elect to terminate this Contract and recover its Earnest Money, or seek specific performance or any other remedy available at law or in equity.

- XII. Entire Agreement. This Agreement sets forth the entire, complete, and exclusive understanding between Seller and Buyer concerning the sale and purchase of the property. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, electronic or otherwise, between the parties relating to the subject matter of this Agreement.

Both parties acknowledge and agree that they are not relying on any representations, statements, promises, or agreements made by the other party or anyone acting on behalf of the other party regarding this Agreement, except to the extent such representations are expressly set forth herein.

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

SELLER:

Emanuel Romanian Christian Church, a
Missouri nonprofit corporation

BUYER:

City of Willard, Missouri

Signature

Troy Smith, Mayor

Name

ATTEST:

Title

Rebecca Hansen, City Clerk

Signature

Name

Title