

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE AGREEMENT (hereinafter, "Agreement"), is hereby entered into on this ___ day of _____ 2022 (the "Effective Date"), by and between the City of St. Joseph, Missouri, a municipal corporation, (hereinafter, the "City"), and Open Source Ecology, (hereinafter, "Buyer").

WITNESSETH:

WHEREAS, City is the fee owner of real property that is the subject of this Agreement and which is legally described as follows:

THE WEST FORTY (40) FEET OF LOTS ONE (1), TWO (2), THREE (3) AND FOUR (4) AND THE WEST FORTY (40) FEET OF THE NORTH TWENTY (20) FEET OF LOT FIVE (5), IN BLOCK ONE (1), IN MAYER'S THIRD ADDITION TO THE CITY OF ST. JOSEPH, BUCHANAN COUNTY, MISSOURI.

And commonly known as 1602 Messanie Street in St. Joseph, Missouri 64501 (hereinafter, the Property"); and

WHEREAS, the City desires to sell the City's fee ownership interest in the Property to Open Source Ecology for One Dollar (\$1.00) to build a single-family home to be sold for as part of a program to make affordable, ecological housing widely accessible in the community. The house will consist of a 1,000 square foot, modern, colonial style house that will be the first in St Joseph and will help launch additional affordable houses upon the sale of the model house.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties, intending legally to be bound, hereby agree as follows:

A. Conveyance of Real Property Interests. City agrees to convey its right, title, and interest in the Property, including any improvements and personal property located thereon, to the Buyer, subject to all recorded mortgages, liens, judgments, other encumbrances, and the lien of general real estate taxes and assessments, if any, not yet due and payable for the year in which Closing (as defined below) occurs and thereafter. Such conveyance shall occur by a Quit Claim Deed, in substantially the same form as that attached hereto as **Exhibit A**; the Buyer agrees to accept the same.

B. Inspection Period. In addition to the conditions precedent listed above, this Agreement is subject to and contingent upon the Buyer's satisfaction of the following contingencies on or before December 1, 2022. At any time prior to the Inspection Date, the Buyer may, in his sole and absolute discretion and for any reason or no reason, terminate this Agreement by written notice to Seller, delivered on or prior to the Inspection Date.

C. Representations, Warranties and Covenants. In order to induce the Buyer to accept the Property and enter into this Agreement, City makes the following representations to the Seller with respect to the Property, which are effective as of the Effective Date:

1. Title to Property. Ownership of the Property is free of existing liens, easements, restrictions of record, and zoning ordinances. Buyer is not a party to, and the Property is not subject to, any lease or other agreement known to City, which will survive the conveyance of the Property to the Buyer, other than this Agreement and matters of record in the records of the Recorder of Deeds of Buchanan County as of the date of this Agreement.

2. Compliance with Law. There are no known unperformed obligations relative to the Property outstanding to any governmental or quasi-governmental body or authority.

3. Condemnation. City has not received any notice of any pending eminent domain, condemnation, or other governmental taking of the Property or any part thereof.

4. All Required Action Taken. All action required pursuant to this Agreement and necessary to effectuate the transaction contemplated herein has been or will be taken promptly and in good faith by each party and its representatives and agents.

5. Condition of Property. Except as specifically set forth in this Agreement, the Buyer is acquiring the Property “as is” and with all faults and defects, and, City has not made, does not make, and specifically disclaims any representations, warranties, promises, covenants, agreements, or guarantees of any kind or character whatsoever, whether express or implied, oral or written, of, as to, concerning, or with respect to the Property. The Buyer acknowledges that it is relying solely on his own investigation of the Property and not on any information, including without limitation, any assessments or reports provided, or to be provided by or on behalf of City.

D. Closing. The closing (herein, the “Closing”) of the exchange of the Property shall take place on or before December 1, 2022 (herein, the “Closing Date”), or such other place and date as the parties may mutually agree in their sole and absolute discretion.

E. Possession. Unless otherwise agreed between the parties, possession of the Property shall be delivered to the Buyer on the Closing Date.

1. Representations. In the event a material representation made by City is no longer valid, City shall make reasonable efforts to remedy the issue or event that renders the representation invalid or inapplicable unless the Buyer waives the representation in writing.

2. Risk of Loss. Risk of casualty loss shall be with the party having possession at the time of the loss.

3. Personal Property. Any personal property remaining at the Property at the time the Buyer takes possession of the Property shall be deemed property of the Buyer unless the Buyer disclaims interest in such property.

F. Closing Documents. At Closing, City shall, in addition to any other obligations set forth in this Agreement, deliver or cause to be delivered to the Buyer, the following documents and instruments, all of which shall be duly executed and acknowledged in recordable form, where appropriate:

1. Quit Claim Deed. City shall deliver the Quit Claim Deed required by this Agreement to convey the Property at the time of Closing.

2. Releases. None.

3. Miscellaneous. Any other documents required by this Agreement to be delivered by City or necessary to implement and effectuate the Closing hereunder.

G. Notices. All notices required or permitted by this Agreement shall be deemed given when either (i) delivered to the addresses below or (ii) deposited in the United States mail, postage prepaid and certified, addressed to the following:

If to the City: City of St. Joseph, Missouri
 Attn: Clint Thompson
 1100 Frederick Avenue, Rm. 101B
 St. Joseph, Missouri 64501

If to Buyer: Open Source Ecology
 900 SW Willow Rd
 Maysville, MO 64469

H. Taxes. Buyer shall pay real property tax or other tax or assessment, whether, on a pro-rated basis up to and including the Closing Date.

I. Closing Costs. Each party shall pay, regardless of whether Closing occurs under the Agreement, all of its own costs and expenses incurred in connection with this Agreement, including but not limited to legal fees. All recording costs for Deeds shall be paid by the Buyer.

J. Real Estate Commissions. The parties represent that neither has engaged the services of a real estate agent or broker in relation to this transaction, and that, to the best of their respective knowledge, no person or entity has a claim for any commission in connection with this transaction.

K. Miscellaneous Provisions.

1. Authority to Execute Agreement. Each of the persons executing this Agreement on behalf of the respective parties represents and warrants he or she has the authority to bind the party on behalf of which he or she signs this Agreement and that all

acts requisite to the authorization to enter into this Agreement have been taken and completed.

2. Agreement Binding. This Agreement, and the obligations of the parties, are joint and several obligations of the respective parties, and shall be binding upon the heirs, executors, successors, or assigns of the respective parties.

3. Entire Agreement. The parties declare that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted. This writing contains the entire agreement between the parties regarding the subject matter described herein. All prior oral or written statements relating to the subject matter of this written agreement are merged hereinto, and no promise or agreement not herein expressed has been made by the parties. None of the provisions contained in this Agreement may be changed except by an instrument, in writing, signed by both parties.

4. Choice of Law and Venue. The laws of the State of Missouri shall govern the rights of the parties with respect to this Agreement. Each party irrevocably agrees that any legal action, suit, or proceeding arising out of or in connection with this Agreement or the transaction contemplated by this Agreement, or disputes relating thereto shall be brought exclusively in the Circuit Court of Buchanan County, Missouri, and each party hereby irrevocably accepts and submits to the exclusive jurisdiction and venue of the aforesaid court in person, with respect to any such action, suit, or proceeding.

5. Additional Documents. Each of the parties hereto shall execute and deliver any and all additional documents and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties as reflected herein.

6. Severability. The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other provision of this Agreement.

7. Amendments. No amendment to this Agreement shall be binding on any of the parties hereto unless such amendment is in writing and is executed by the party against whom enforcement of such amendment is sought.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument.

9. Time of the Essence. Time shall be of the essence of this Agreement and each and every term and condition hereof.

10. Waiver of Trial by Jury. The parties hereby irrevocably and unconditionally waive any and all right to trial by jury in any action, suit or counterclaim arising in connection with, out of or otherwise relating to, this Agreement. The provisions of this subsection shall survive the Closing or termination hereof.

11. Attorneys' Fees. To the extent allowed by law, in the event that any party shall bring an action or legal proceeding for an alleged breach of any provision of this Agreement or any representation, warranty, covenant or agreement herein set forth, or to enforce, protect, determine or establish any term, covenant or provision of this Agreement or the rights hereunder of any party, the prevailing party shall be entitled to recover from the non-prevailing party, as a part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and costs, expert witness fees, and court costs as may be fixed by the court or jury.

12. Date for Performance. If the time period by which any right, option, or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday, or legal or bank holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in triplicate originals.

BUYER

CITY OF ST. JOSEPH, MISSOURI



Marcin Jakubowski
Open Source Ecology, Executive Director

By:

Bryan Carter
City Manager

ATTEST:

Paula Heyde, City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

QUIT CLAIM DEED FORM

QUIT CLAIM DEED

THIS CONVEYANCE is mad^e this _____ day of _____, 2022 by and between City of St. Joseph, Missouri, a municipal corporation 1100 Frederick Avenue, St. Joseph, Missouri 64501, (hereinafter “Grantor”), and Open Source Ecology, 900 SW Willow Rd, Maysville, Missouri 64469, (hereinafter “Grantee”).

WITNESSETH, that Grantor, for and in consideration of the sum of \$1.00 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has sold, and by these present hereby quit-claim to the Grantee and its successors and assigns, all of its real property rights and interests, whatever they may be, including all improvements and fixtures thereon, if any, situated in Buchanan County, Missouri, to-wit:

THE WEST FORTY (40) FEET OF LOTS ONE (1), TWO (2), THREE (3) AND FOUR (4) AND THE WEST FORTY (40) FEET OF THE NORTH TWENTY (20) FEET OF LOT FIVE (5), IN BLOCK ONE (1), IN MAYER’S THIRD ADDITION TO THE CITY OF ST. JOSEPH, BUCHANAN COUNTY, MISSOURI.

And commonly known as 1602 Messanie Street in St. Joseph, Missouri 64501

including all the estate, title, and interest of the Grantor.

IN WITNESS WHEREOF, Grantor has its hand this ____ day of _____ 2022.

GRANTOR: City of St. Joseph, Missouri

Bryan Carter, City Manager

