

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (hereinafter, "Agreement") is hereby entered into on this _____ day of _____, 2022 by and between Daniel M. Ramming and Greg L. Bigham, both single persons (hereinafter collectively referred to as the "Sellers"), and the City of St. Joseph, Missouri, a Municipal Corporation, (hereinafter, the "City").

WHEREAS, the Sellers are fee owners of certain real property that is the subject of this Agreement, located at 513 Felix Street, St Joseph, Missouri, 64501 (hereinafter, the "Property"), more particularly described in the attached legal description in Exhibit A; and

WHEREAS, it is the City's desire to acquire the Property located at 513 Felix Street, St. Joseph, Missouri 64501; and

WHEREAS, by this Agreement, the Sellers and City desire and intend to set forth the terms and conditions of City's purchase of the Sellers' real property rights or interest, as described herein, in writing.

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 Sellers and the City, intending legally to be bound, hereby agree as follows:

1. SELLERS: The Sellers are Daniel M. Ramming and Greg L. Bigham, single persons.

2. SALE AND PURCHASE OF REAL PROPERTY AND INTERESTS IN REAL PROPERTY: The City agrees to purchase, and Sellers agree to sell and convey, on forms(s) approved and provided by the City, the following described real property rights, interests, and recorded easements, including any improvements or personal property located thereon:

A fee simple interest in the property legally described in the attached Exhibit A, located at 513 Felix Street, St. Joseph, Missouri (Parcel ID 06-3.0-08-003-001-061.000), Buchanan County, St. Joseph, Missouri 64501 (hereinafter, the "Premises" or the "Property").

3. PURCHASE PRICE: In consideration of the Sellers' grant of the Property, the City will pay the Sellers Thirty-Five Thousand Dollars (\$35,000.00) less any amounts necessary to satisfy any mortgages, liens, judgments, or other encumbrances.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS: In order to induce the City to accept the Property and enter into this Agreement, the Sellers make the following representations, warranties, and covenants to the City with respect to the Property:

a. **Litigation.** There are no pending or, to the Sellers' knowledge, threatened matters of litigation.

b. **Conduct Prior to Closing.** From and after the date of this Agreement, and while this Agreement is in effect, the Sellers will not enter into or amend any agreements affecting the Property with a party other than the City without the prior written consent of the City.

c. **Demolition of Existing Structure.** The Sellers warrant that they have entered into an agreement with Wynes Excavating for the demolition of the structure currently on the Property. This agreement for demolition shall be completed in its entirety prior to the City accepting possession of the Property and completing the Real Estate Purchase Agreement herein.

5. PURCHASE AGREEMENT AND WARRANTY DEED: Execution of the Purchase Agreement and Warranty Deed shall occur by the City (the St. Joseph City Council) within 60 Days from the acceptance of the Written Offer as presented to Sellers on forms approved by the City, that are necessary to convey such real property rights and interest to the City. Such deed and other instruments shall include but may not be limited to those attached hereto as described in Exhibit A for the described Premises. City shall hold deed and other instruments until the City Council authorizes the acceptance of the Warranty Deed at the next scheduled council meeting.

a. **Closing and Payment of funds.** Closing will be at First American Title no later than 30 days from date of City Council acceptance of the above referenced documents. Funds due the Sellers to satisfy the monetary consideration set forth herein, less any amounts necessary to satisfy any mortgages, liens, judgments, or other encumbrances on any or all of the real property that is the subject of this Purchase Agreement, shall be paid at that time.

6. POSSESSION: Possession of the Premises shall be delivered to the City at the time the above-described instrument is filed with the Recorder of Deeds of Buchanan County, Missouri.

7. NOTICES: Any notices required or permitted by this Agreement shall be deemed given when either delivered to the addresses below or when deposited in the United States mail, postage prepaid and certified, addressed as follows:

If to Sellers, to: Daniel M. Ramming and Greg L. Bigham
506 Edgewood Ct.
St. Joseph, MO 64506

If to City, to: Public Works & Transportation Department
1100 Frederick Avenue, Rm. 204
St. Joseph, Missouri 64501

8. IMPROVEMENTS: Property Sold "As-Is": The parties agree and acknowledge that, except as specifically identified herein, all improvements and personal property located within the area(s) described in Exhibit A are included in the City's purchase of the Property. City accepts such property, both real and personal, "as-is" as of the date of the execution of this Agreement, without any warranties or representations from Sellers regarding the use or condition of the property. Sellers agree that after the date of the

execution of this Agreement the Property, and all improvements and property thereon, shall not be altered in any manner which materially alters its condition. Notwithstanding the foregoing, Sellers agree that if any improvement or other real or personal property is located or placed on the property, City may remove such property without further compensation or liability.

9. MISCELLANEOUS:

- a. 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.
- b. The City agrees to pay the closing costs and the cost of recording the deed, and other instruments tendered to it as a result of the obligations stated in this Agreement.
- c. Sellers shall pay all real property and other taxes, general and special, and all assessments of any kind or nature, which are due and have accrued at the date of closing, and City shall have no duty to pay or reimburse any party for any such taxes or assessments which become due and owing after the date of closing.
- d. 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. In the event that any person or entity claims a commission from Sellers for services provided to Sellers in relation to this transaction, such commissions are the sole responsibility of Sellers. Sellers agree to indemnify and hold the City harmless from and against any and all liability, costs, and expenses, including reasonable attorneys' fees, arising out of or pertaining in any manner to any claim for any such commission claimed from Sellers. In the event that any person or entity claims a commission from the City for services provided by the City in relation to this transaction, such commissions are the sole responsibility of the City.
- e. Each of the persons executing this Agreement on behalf of the respective parties represents and warrants they have the authority to bind the party on behalf of whom they sign this Agreement, and that all acts requisite to the authorization to enter into this Agreement have been taken and completed.

10. CONSTRUCTION OBLIGATIONS: Notwithstanding any term stated herein, the City and the Sellers agree that the City shall have no obligation to perform construction of any kind, or within any determined time frame, if ever, on the Property. The Sellers agree they are obligated to demolish the existing structure on the property per paragraph 4.c. herein prior to finalization of this Agreement.

11. SEVERANCE: 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.

12. ENTIRE AGREEMENT: The parties to this Agreement declare that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted. This Agreement contains the entire agreement between the parties hereto and the terms of this Agreement are contractual and not a mere recital.

13. 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.

14. CHOICE OF LAW AND VENUE: The rights and remedies of the City and Seller shall be cumulative and in addition to any rights and remedies provided by law or equity. 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 hereto 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 personam, with respect to any such action, suit, or proceeding.

15. EXHIBITS INCORPORATED: All exhibits described or referred to herein shall be deemed incorporated by this Agreement as if fully stated herein.

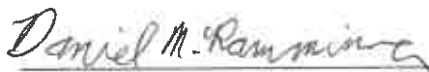
IN WITNESS WHEREOF, the parties hereto have executed this instrument in triplicate originals.

"SELLERS"

Daniel M. Ramming and Greg L. Bigham
Single persons

"BUYER"

City of St. Joseph, Missouri



Daniel M. Ramming

Bryan Carter
City Manager



Greg L. Bigham

STATE OF Missouri)
)
COUNTY OF Andrew) SS

On this 17th day of October, 2022, before me personally appeared Daniel M. Ramming, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

MARLA D DOTY
Notary Public - Notary Seal
Andrew County - State of Missouri
Commission Number 21995899
My Commission Expires May 9, 2025
Marla Doty
Notary Public

My Commission Expires: 5/9/2025

STATE OF Missouri)
)
COUNTY OF Buchanan) SS

On this 17th day of October, 2022, before me personally appeared Greg L. Bigham, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Brandon K Butler
Notary Public

My Commission Expires: 12-27-22

BRANDON K BUTLER
Notary Public - Notary Seal
STATE OF MISSOURI
Buchanan County
My Commission Expires Dec. 27, 2022
Commission # 13720851

STATE OF MISSOURI)
)
COUNTY OF BUCHANAN) ss

On this _____ day of _____, 2022, before me personally appeared Bryan Carter, City Manager, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

My Commission

Expires: _____

EXHIBIT A

THE EAST TWENTY AND ONE-THIRD (20 1/3) FEET OF LOTS ONE (1), TWO (2) AND THREE (3), EXCEPT THE NORTH TEN (10) FEET OF LOT THREE (3) FOR ALLEY, IN BLOCK SIXTY-ONE (61), IN THE ORIGINAL TOWN, NOW CITY OF ST JOSEPH, MISSOURI.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS AND COVENANTS NOW OF RECORD.