

**CONTRACT FOR THE SALE OF REAL ESTATE**

This Contract for the Sale of Real Estate is made and entered into by and between, City of Hawk Point, Missouri, hereinafter referred to as “Seller”, and \_\_\_\_\_ (A)

as indicated by signature(s) below, hereinafter referred to as “Buyer”.

**WITNESSETH:**

1. Seller agrees to sell and convey and Buyer agrees to buy, upon the terms and conditions herein set out, the following described real estate and all appurtenances thereto belonging, lying, being and situated in located in the County of Lincoln, and State of Missouri, described as follows: : 6.951 acres m/l, Section 33, Township 49 North, Range 2 West, 5<sup>th</sup> P.M. (16-80-33-001-023-013.0000), said property hereinafter referred to as “the real estate”.

2. Seller warrants that they have not received any notice from any governmental authority of any violation of any law, ordinance or code regarding the real estate prior to the execution of this contract and that Seller is unaware of any lien or encumbrance affecting the real estate which has not been disclosed to Buyer.

3. Buyer may obtain any inspections deemed necessary no later July 31, 2021. The real estate is sold “AS IS”. Seller has made no other representations regarding the real estate. The real estate comes with no express or implied warranties besides those specifically contained herein. Both Seller and Buyer agree that no issues will be addressed by Seller after closing.

4. The price to be paid by Buyer to Seller for the real estate is \$\_\_\_\_\_ (B).

5. The following contingencies must be satisfied prior to or at closing:  
(C) \_\_\_\_\_

6. Seller shall convey by General Warranty Deed, title marketable of record and good in fact, free of all liens and encumbrances.

7. Title to the premises shall be marketable in fact. Buyer may, but is not obligated to, accept a title insurance policy issued by a qualified title insurance company

in lieu of strictly marketable title. Buyer shall pay for title insurance premium and title service charges if a policy is to be issued. If title is found to be imperfect and, within sixty (60) days after the date set for closing, Seller cannot perfect title, nor is Buyer willing to accept title insurance in lieu of strictly marketable title, this Contract shall become null and void.

8. The taxes for 2021, if any, shall be paid by Buyer. Buyer assumes and agrees to pay all real estate taxes for the year 2022 and thereafter.

9. Each party to pay its own closing costs.

10. This sale shall be closed at the office of Tri County Title Company, at such time as the parties may agree in writing, provided that in no event shall the closing be later than July 31, 2021. At such time of closing, all monies and papers shall be delivered and all other things called for by this Contract at the time of closing shall be done, subject to the provisions of paragraph 7 if title has been found to be imperfect. Title shall pass at the time of closing. Possession shall be delivered to Buyer at time of closing, subject to the following:

11. This Contract shall be binding on the parties hereto, their heirs, executors, administrators and assigns.

12. In the event of a default under the terms of this Contract, the non-defaulting party shall be entitled to pursue any remedy at law or equity that it may have due to the breach of this contract by the defaulting party. In the event of litigation between the parties, the prevailing party shall recover, in addition to damages or equitable relief, the cost of litigation, including reasonable attorney's fees. This provision shall survive closing and the delivery of the deed for the real estate to Buyer.

13. This is a Contract for the sale of real property and shall be construed in accordance with the laws of the State of Missouri. Any disputed concerning the real estate and this contract shall be litigated in the Circuit Court of Lincoln County, Missouri.

14. This Contract constitutes the entire agreement between the parties hereto and there are no other understandings, written or oral, relating to the subject matter hereof. The contract may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year shown below.

(D)

\_\_\_\_\_  
**BUYER**

\_\_\_\_\_  
**SELLER**  
City of Hawk Point  
Mark Siegler  
Mayor

\_\_\_\_\_  
**BUYER**

**ATTEST:**  
  
\_\_\_\_\_  
Hawk Point City Clerk  
Samantha Shelton

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**