

REAL ESTATE SALE CONTRACT

THIS REAL ESTATE SALE CONTRACT (this "Contract") is made as of this ____ day of December, 2017 (the "Effective Date"), between **The School District of the City of Independence, Missouri, No. 30**, a School District authorized under the laws of the State of Missouri ("Buyer"), and **Jackson County, Missouri**, 415 E. 12th Street, Kansas City, MO 64106, a political subdivision of the State of Missouri ("Seller") and is effective as of the date last signed as shown on the signature page of this Contract ("Effective Date").

RECITALS

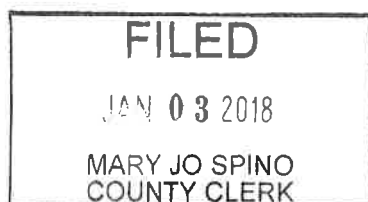
WHEREAS, Seller owns property located at 315 N. Main Street, Independence, Missouri 64050 ("Property");

WHEREAS, Seller desires to sell pursuant to authority granted by Resolution No. 19545, dated July 31, 2017, and Buyer agrees to purchase the Property, which is more specifically described in Exhibit A that is attached hereto and incorporated herein by reference;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and legal sufficiency are hereby acknowledged and confessed, Buyer and Seller hereby agree as follows:

AGREEMENT

1. **OFFER**: Seller hereby offers and agrees to sell, and Buyer hereby offers and agrees to purchase, the Property. This offer to sell and offer to purchase shall be deemed withdrawn if this Contract is not fully executed within thirty (30) days of the signing of this Contract by either of the parties hereto.
2. **PURCHASE PRICE**: In exchange for the transfer of the Property, and other valuable consideration, Buyer will pay the total sum of Ten and 00/100 Dollars (\$10.00) to Seller.
3. **CLOSING**: The closing of the sale shall occur on N/A (the "Closing"). Closing shall take place at N/A during its normal business hours.
4. **TITLE TRANSFER**: Title to the Property shall transfer at the Closing by a recordable Special Warranty Deed from Seller that is acceptable to Buyer and the closing agent.
5. **POSSESSION**: Seller shall deliver possession of the Property to Buyer upon title transfer at Closing unless otherwise agreed to in writing. The Property shall be delivered in its present condition except as otherwise provided in this Contract.



6. **CLOSING ADJUSTMENTS AND CHARGES:** Buyer shall pay all recording fees for the Property, all closing agent fees, and all other closing costs, if any.

7. **INFORMATION PROVIDED BY SELLER:** Seller warrants that it has no commitments, engineering or environmental reports, or land surveys with respect to the Property that have not been disclosed to Buyer. Seller further warrants that the Property is vacant and subject to no lease or other agreement for the use or occupancy thereof.

8. **RECONVEYANCE TO SELLER.** As a condition of the sale of the Property and transfer of title from Seller to Buyer, the parties agree that should Buyer change the use of the Property from those serving the educational needs of the District's students, or if it intends to offer the Property for sale or gift to any other person or entity, that Seller shall be provided notice as provided in this Contract and have ninety (90) days to exercise its right to repurchase the Property. The sole consideration to be paid by Seller in exercising this right shall be One Dollar and 00/100 (\$1.00).

9. **PRORATIONS:** As the Seller is a political subdivision of the State of Missouri and immune from general property taxes on the Property, no real estate taxes are due and owing. Unless otherwise stated, Seller warrants that they have no knowledge and have no notice of pending or proposed ordinances or resolutions authorizing special taxes or assessments. Buyer will not be responsible for the payment of taxes on the property after closing as Buyer is immune from such taxes.

10. **TITLE INSURANCE:** Buyer may obtain at Buyer's expense a standard ALTA Owner's Policy of Title Insurance insuring merchantable fee simple title to the Property. If Seller has a merchantable fee simple title to the Property, as aforesaid, Seller shall deliver to Buyer a Special Warranty Deed conveying the Property free and clear of all liens and encumbrances whatsoever at Closing; Buyer shall thereupon pay the entire purchase price. If Seller does not have merchantable title as the said terms are defined by Missouri law, then, in that event, this Contract becomes null and void, and neither party shall be entitled to or receive damages.

11. **ADDITIONAL AGREEMENT OF THE SELLER:**

- a. **Additional encumbrances.** Seller agrees that it shall not, prior to the Closing, encumber, pledge, assign an interest in, enter into any obligation or lease or rental agreement, and/or create any exception to title insurance coverage with respect to the Property without the prior written consent of Buyer, which consent shall not be unreasonably withheld.
- b. **No alterations.** Seller agrees that it shall not, prior to Closing, make any alteration to the physical condition of the Property without the prior written consent of Buyer, which consent shall not be unreasonably withheld.
- c. **Outstanding bills.** Seller agrees that all valid bills and claims for labor and services furnished to or for the benefit of the Property and for any period

prior to the Closing shall be paid in full within two (2) weeks following Closing. Seller agrees to notify Buyer of any outstanding bills or claims for labor and services furnished, and the reason said bills and claims are outstanding.

- d. With the sale of the Property, Seller shall transfer all existing structures, buildings, utilities (and appurtenant utility easements) and fixtures in their current condition, "AS IS," "WHERE IS," and "WITH ALL FAULTS." Seller specifically excludes the transfer of any personal property.

12. **CONDITIONS TO CLOSING:** Buyer shall not be obligated to close hereunder if:

- a. The Property has been materially adversely affected in any way between the Effective Date and the date of Closing as a result of any legislative or regulatory change, or any fire, explosion, flood, earthquake, accident, condemnation, act of God, or such other material adverse event, whether or not insured against, or
- b. There exists a breach of any covenant, representation or warranty of Seller hereunder.

13. **REPRESENTATIONS AND WARRANTIES OF SELLER:** Seller hereby makes the following representations and warranties to Buyer, which representations shall be true as of Closing and shall survive Closing for a period of one (1) year:

- a. Due Authorization. Seller has the requisite authorization to execute and consummate this transaction.
- b. Absence of Claims and Proceedings. There is no claim, suit, action, arbitration, legal or other proceeding or governmental investigation pending which affects the Property, and none is threatened of which Seller has received any written notice.
- c. Hazardous Materials. No Hazardous Materials (as hereinafter defined) exist on or under the Property in violation of any federal, state or local law, ordinance or regulation. For purposes hereof, "Hazardous Materials" shall mean (i) substances defined as "hazardous substances", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901, et seq.; (ii) those substances defined as "hazardous waste" in Section 260.360 and 260.500 promulgated pursuant to said laws; (iii) asbestos in friable form, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid or other fluids containing levels of polychlorinated biphenyls in excess of fifty (50) parts per million; and (iv) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or

may or could pose a hazard to the health and safety of the occupants of the Property. However, this conveyance is **SUBJECT TO THE CONDITIONS OF AN ENVIRONMENTAL COVENANT DATED November 1, 2010, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF JACKSON COUNTY, MISSOURI, ON NOVEMBER 4, 2010, AS DOCUMENT 2010E0108072 and the Certificate of Completion issued by the Missouri Department of Natural Resources, recorded as 2011E0013734.**

- d. Title to the Property. Seller has fee simple title to the Property. Seller is unaware of any unrecorded easements or property rights, roadways or other interests, claims or liens affecting title to the Property.
- e. Governmental Commitments. No commitments have been made by Seller to any governmental authority, utility company or any organization, group, or individual, relating to the Property which would impose an obligation upon Buyer or its successors or assigns to make any contribution or dedications of money (except customary real estate taxes) or land to construct, install, or maintain any improvements of a public or private nature on or off the Property.
- f. Compliance with Laws. No condition exists with respect to the Property which violates any city, county, state, or federal law, ordinance or restriction, or judicial or administrative actions that would affect the Property, nor has Seller received any notice or request from any municipal departments, state or federal governing authorities, insurance company or mortgagees requesting the performance of any work or alteration in respect to the Property which has not been complied with, and that Seller has not received any notice of any violation of any local, state or federal laws as the Property is presently being used and occupied. If any such notice is received prior to the date of Closing, Seller shall promptly notify Buyer thereof and either comply with the requirements of such notice prior to the date of Closing or, if Seller elects not to comply, Buyer may, at Buyer's sole option, terminate this Contract and the parties shall have no further obligation hereunder.
- g. Third Party Rights. The Property is not subject to any outstanding agreements of lease, rent, sale, options, or other rights of third parties to use the Property or acquire any interest therein.

14. **REPRESENTATIONS AND WARRANTIES OF THE BUYER:** Buyer hereby makes the following representations and warranties to Seller, which representations shall be true as of Closing and shall survive Closing for a period of one year:

- a. Due existence. Buyer is a public school district duly authorized and existing under the laws of the state of Missouri, with all requisite power and authority to carry on its business as now being conducted. Buyer has all requisite power and authority to enter into this Contract and perform its obligations hereunder.

- b. Due authorization. Buyer represents that it has taken all requisite action to authorize the execution and consummation of this transaction.

15. **NOTICES:** Any notice required or permitted to be given hereunder shall be in writing and shall be deemed given (i) on the date delivered personally, (ii) on the first business day after being deposited with a recognized overnight delivery service guaranteeing overnight delivery that requires signature of recipient on delivery and provides tracking services (e.g., Federal Express) or (iii) two business days after being deposited with United States Postal Service, postage prepaid, registered or certified, return receipt requested, and addressed as follows:

If to Seller, to: Jackson County, Missouri
Attn: Office of the County Counselor
415 E. 12th Street
Kansas City, MO 64106

If to Buyer, to: Superintendent of Schools
Independence School District
201 N. Forest Avenue
Independence, MO 64053

With copy to: J. Drew Marriott, Esq.
EdCounsel, LLC
201 N. Forest Avenue, Suite 201
Independence, MO 64053

16. **REMEDIES UPON DEFAULT:** If any party defaults in the performance of any obligation provided by this Contract, the party claiming a default shall notify the other party in writing of the nature of this default, and the time allotted for curing the default (if not otherwise specified in this Contract). If the defaulting party fails to cure, the non-defaulting party may pursue any remedy at law or in equity.

17. **ATTORNEY FEES:** In the event either party brings an action or a proceeding for a declaration of the rights of the parties hereunder or for any alleged breach or any other action arising out of this Contract or the transaction contemplated hereunder, the prevailing party in such action shall be entitled an award of reasonable attorney fees, court costs and expenses incurred in addition to any other damages or relief awarded. The provisions of this section shall survive the termination of this Contract.

18. **DUE AUTHORIZATION:** The persons executing this Contract on behalf of Buyer and Seller hereby represent and warrant that they are duly authorized to execute this Contract on behalf of their respective parties.

19. **SEVERABILITY:** Whenever possible, each provision of this Contract and any related documents shall be interpreted in such a manner as to be valid under Missouri law. If any of the foregoing provisions are deemed to be invalid or prohibited under

applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Contract or the related document.

20. **BINDING EFFECT:** This Contract shall be binding on and shall inure to the benefit of the parties hereto, and their respective heirs, personal and legal representatives, successors or assigns.

21. **GOVERNING LAW:** This Contract shall be considered a contract for the sale of real property and shall be construed in accordance with the laws of the state of Missouri, including the requirement to act in good faith. Venue for any legal action shall be in Jackson County, Missouri.

22. **PARAGRAPH HEADINGS:** The headings of the paragraphs in this Contract are inserted solely for convenience of reference and are not intended to govern, limit or aid in the construction of any term or provision hereof.

23. **WAIVER:** No claim or waiver, consent or acquiescence with respect to any provisions of this Contract shall be made against any party hereto except on the basis of a written instrument executed by or on behalf of such party.

24. **FURTHER ACTIONS:** Buyer and Seller agree to execute such further documents and take such further actions as may reasonably be required to carry out the provisions of this Contract or any agreement or document relating hereto or entered into in connection herewith.

25. **REPRESENTATIONS AND WARRANTIES SURVIVE:** The covenants to be performed by either party hereto after Closing and the representations and warranties of Seller and Buyer contained herein shall survive the execution and delivery of the Special Warranty Deed from Seller to Buyer.

26. **TIME IS OF THE ESSENCE:** Time is of the essence in this Contract.

27. **COUNTERPARTS:** This Contract may be executed in one or more counterparts, each of which shall constitute an original and which, when taken together, shall constitute one entire Contract. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties to this Contract.

28. **FAX SIGNATURES:** For purposes of this Contract, a document (or signature page thereto) signed and transmitted by facsimile machine or telecopier is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or telecopy document is to be re-executed in original form by the parties who executed the facsimile or telecopy document. No party may raise

the use of a facsimile machine or telecopier or the fact that a signature was transmitted through the use of a facsimile or telecopier machine as a defense to the enforcement to this Contract or any amendment or other document executed in compliance with this paragraph.

29. **ASSIGNMENT:** Neither party may assign its rights or obligations under this Contract without the prior written consent of the other party, which consent may be withheld in the sole discretion of such other party.

30. **ENTIRE AGREEMENT:** 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, and may not be changed, modified or amended, in whole or in part, except in writing signed by Buyer and Seller.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates indicated below.

BUYER:

INDEPENDENCE SCHOOL DISTRICT

By: Jill Esry
Name: Jill Esry
Position: Board President

Date: Dec. 22, 2017

Attest:

By: Annette Miller
Name: Annette Miller
Position: School Board Secretary

SELLER:

JACKSON COUNTY, MISSOURI

By: Scott Burnett
Name: Scott Burnett
Position: Chairman of the Legislature

Date: January 3, 2018

Attest:

By: Mary Jo Spino
Name: Mary Jo Spino
Position: Clerk of the Legislature

APPROVED AS TO FORM

[Signature]
County Counselor

Exhibit A

Legal Description:

All of Lots 8, 9 & 10, INDEPENDENCE ANNEX, a subdivision in Independence, Jackson County, Missouri, also known as Lots 8, 9 and 10, ANNEXED PART OF THE TOWN (NOW CITY) OF INDEPENDENCE, according to the recorded plat thereof, except that part in public right of way.

(Space above reserved for Recorder of Deeds certification)

Title of Document: **Special Warranty Deed**

Date of Document: January 4th ²⁰¹⁸ ~~2017~~

Grantor: **Jackson County, Missouri**

Grantee: The School District of the City of Independence, Missouri

Mailing Address (Grantee): 201 North Forest Ave., Independence, Missouri 64050

Legal description: **All of Lots 8, 9, & 10, INDEPENDENCE ANNEX, a subdivision in Independence, Jackson County, Missouri, also known as Lots 8, 9 and 10, ANNEXED PART OF TOWN (NOW CITY) OF INDEPENDENCE, according to the recorded plat thereof, except that part in the public right of way.**

Subject to easements, restrictions, reservations and covenants now of record, if any.

Source of description: Document No. 2011E0020127

Conveyance to Jackson County, Missouri;

Tax Parcel identification numbers at the time of conveyance and this conveyance:

26-220-26-10-00-0-00-000 & 26-220-26-11-00-0-00-000

THIS SPECIAL WARRANTY DEED, made as of this ____ day of _____, 2017, by and between JACKSON COUNTY, MISSOURI, Grantor, a political subdivision of the State of the Missouri, and The School District of the City of Independence, Missouri, Grantee, a political subdivision of the State of Missouri, whose grantee mailing address is Independence School District, 201 North Forest Ave., **Independence, MO 64050**, and its execution was authorized by Resolution No. 19545, dated July 31, 2017.

WITNESSETH: THAT THE GRANTOR, in consideration of the sum of TEN DOLLARS (\$10) and other good and valuable consideration, to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN AND SELL, CONVEY, AND CONFIRM, unto the Grantee, its successors and assigns, the following described real property, lying, being and situated in the County of Jackson, State of Missouri:

All of Lots 8, 9, & 10, INDEPENDENCE ANNEX, a subdivision in Independence, Jackson County, Missouri, also known as Lots 8, 9 and 10, ANNEXED PART OF THE TOWN (NOW CITY) OF INDEPENDENCE, according to the recorded plat thereof, except that part in public right of way.

This conveyance is subject to easements, restrictions, reservations and covenants now of record, if any.

Tax Parcel identification numbers at the time of this conveyance:

26-220-26-10-00-0-00-000 & 26-220-26-11-00-0-00-000

SUBJECT TO THE CONDITIONS OF AN ENVIRONMENTAL COVENANT DATED November 1, 2010, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF JACKSON COUNTY, MISSOURI, ON NOVEMBER 4, 2010, AS DOCUMENT 2010E0108072 and the Certificate of Completion issued by the Missouri Department of Natural Resources, recorded as 2011E0013734.

TO HAVE AND TO HOLD the premises before said, with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the Grantee and unto its successors and assigns forever, the Grantor herein, for itself and for its successors and assigns, hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by it; and that it will, except as hereinabove specifically set forth, warrant and defend the title of the said premises unto the Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever, lawfully claiming the same by, through or under the Grantor. **Warranty is as to title only and Grantee takes possession of said property "as is" in accordance with the environmental covenant and certificate of completion, and with no other warranties, implied or express, including but not limited to any warranties as to the condition of the property or fitness for use.**

This conveyance is made upon condition of a Restriction to Public Use for Active Education and Reversionary Interest or Reservation of Rights clause: This conveyance is made exclusively upon Grantee's representation that the premises will be used exclusively and actively for the

educational needs of the students of the Grantee in perpetuity and that upon Grantor's change in use from this specific purpose or offering of the premises for sale or gift to any other person or entity, the Grantor shall be provided due notice at its business address stated herein and given ninety (90) days to offer \$1.00 as sole consideration for re-conveyance of the premises to the Grantor.

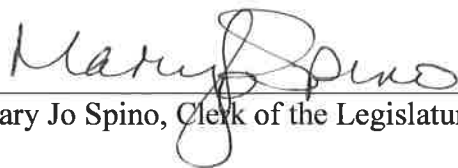
IN WITNESS WHEREOF, the Grantor has caused these presents to be signed by its duly authorized Chairman of the Jackson County Legislature, on the day and year first above written.

Jackson County, Missouri



Scott Burnett,
Chairman, Jackson County Legislature

Attested By:



Mary Jo Spino, Clerk of the Legislature

Approved as to Form:



W. Stephen Nixon, County Counselor

STATE OF MISSOURI)
)
COUNTY OF JACKSON)

On this 3rd day of January, 201⁸7, before me, a Notary Public in and for said State, appeared Scott Burnett and Mary Jo Spino, to me personally known, who being by me duly sworn, did say that they are the Chairman of the Jackson County Legislature and Clerk of the Legislature, respectively, of Jackson County, Missouri, a home rule county and political subdivision of the state of Missouri, and that the seal affixed to the foregoing agreement is the seal of said county and that said agreement was signed and sealed in behalf of said county by authority of its County Legislature, and they acknowledged said agreement to be the free act and deed of said county.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in my office the day and year last above written.

G. SCIARA
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires Apr. 29, 2019
Commission # S15036552

G. Sciara
Notary Public

Printed name: Gina Sciara

My commission expires:

4.29.2019