RE: Resolution Authorizing the Execution of a Real Estate Purchase and Sales Agreement

Background:

This Resolution is coupled with the Ordinance authorizing funds in the amount of $581,000.00 for the purchase of 20.76 acres of land for a future Nixa Utilities & Public Works facility. The Real Estate Purchase and Sales Agreement was presented to and executed by the property owners.

Analysis:

The 20.76 acres, located at 401 N. Leeann Dr., is directly north of the new Police Department. The site will provide enough space to accommodate a new Nixa Utilities & Public Works facility that will combine operations into a single location including ample property for outdoor material storage. To ensure that the site would accommodate all the intended uses, a sink hole analysis was performed. The report has been completed and although the site does contain two sinkholes, their footprint does not negatively impact our ability to utilize the space as intended.

Recommendation:

Staff recommends approval of the resolution authorizing the execution of the Real Estate Purchase and Sales Agreement.

MEMO PREPARED BY:

Travis Cossey | Director Nixa Utilities & Public Works

417-725-2353

RESOLUTION NO. 2026-45

A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA RATIFYING THE EXECUTION OF A REAL ESTATE PURCHASE AND SALE AGREEMENT FOR CERTAIN REAL ESTATE RELATED TO A NEW UTILITIES & PUBLIC WORKS FACILITY.

WHEREAS the City Administrator has negotiated an agreement with a property owner to purchase certain real estate for a future Utilities & Public Works facility; and

WHEREAS the City Council previously authorized the actions of the City Administrator in a closed session; and

WHEREAS the City Council desires to authorize the execution of the agreement attached hereto as "Resolution Exhibit A".

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS, THAT:

SECTION 1: The City Council hereby ratifies the execution of the Real Estate Purchase and Sale Agreement attached hereto, and incorporated herein by this reference, as "Resolution Exhibit A."

SECTION 2: The City Administrator and the officers of the City are hereby authorized to do all things necessary or convenient to carry out the terms and intent of this Resolution.

SECTION 3: This Resolution shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

ADOPTED BY THE COUNCIL THIS 10th DAY OF November 2026.

ATTEST:

_____ _____

PRESIDING OFFICER CITY CLERK

APPROVED BY THE MAYOR THIS _____ DAY OF _____ 2026.

ATTEST:

_____ _____

MAYOR CITY CLERK

APPROVED AS TO FORM: _____

CITY ATTORNEY

RESOLUTION EXHIBIT A

TITLE OF DOCUMENT: Real Estate Purchase and Sale Contract

DATE OF DOCUMENT: _____

GRANTOR(S): Lisa Brown, Trustee of the Robert Gamble Revocable Trust dated 12/29/2003, Daniel Lee Burns and Sheryl L. Burns, Trustees, U/T/A Daniel Lee Burns and Sheryl L. Burns Revocable Trust dated 5/29/07, Tamara Kay Brown and Angela Faye Norton, Trustees, U/T/A Linda K. Gamble Irrevocable Trust dated 8/21/07

GRANTEE: City of Nixa, Missouri

MAILING ADDRESS OF GRANTEE: PO BOX 395, Nixa, MO 65714

LEGAL DESCRIPTION: See Exhibit A

REFERENCE BOOK AND PAGE: _____

REAL ESTATE PURCHASE AND SALE AGREEMENT

This **REAL ESTATE PURCHASE AND SALE AGREEMENT** (the "Agreement"), executed on this _____ day of _____, 20____, (the "Effective Date"), is entered into between **Lisa Brown, Trustee of the Robert Gamble Revocable Trust dated 12/29/2003, Daniel Lee Burns and Sheryl L. Burns, Trustees, U/T/A Daniel Lee Burns and Sheryl L. Burns Revocable Trust dated 5/29/07, Tamara Kay Brown and Angela Faye Norton, Trustees, U/T/A Linda K. Gamble Irrevocable Trust dated 8/21/07**, all title-holding trust agreements (the "Sellers"), and the **City of Nixa, Missouri**, a Constitutional Charter City existing and operating in accordance with the laws of the State of Missouri (the "Purchaser"), having an address at **715 W. Mt. Vernon St., Nixa, MO 65714**.

WHEREAS Sellers are the owners of the Property (as hereinafter defined); and

WHEREAS subject to the terms and conditions hereof, Seller's desire to sell to Purchaser the Property and Purchaser desires to purchase the Property from Sellers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1. CONVEYANCE OF THE PROPERTY.

1.1. Subject of Conveyance. Sellers agree to sell and convey to Purchaser and Purchaser agrees to purchase from Sellers, upon the terms and conditions hereinafter set forth, all right, title, and interest of Sellers in and to the following (collectively referred to herein as the "Property"):

1.1.1. All that certain lot, piece, or parcel of land described in **Exhibit A** attached hereto and hereby made a part hereof (the "Land");

1.1.2. All rights appurtenant to the Land, if any, including without limitation, any strips and gores abutting the Land, and any land lying in the bed of any street, road, or avenue in front of, or adjoining the Land, to the center line thereof; and

1.1.3. All other rights, privileges, easements, licenses, appurtenances, and hereditaments relating to the Property.

ARTICLE 2. PURCHASE PRICE.

2.1. Purchase Price and Deposit. The purchase price to be paid by Purchaser to Sellers for the Property is **$581,000.00** (the "Purchase Price"). The Purchase Price shall be payable as follows:

2.1.1. Simultaneously with the execution and delivery of this Agreement by Purchaser, **$58,100.00** (the "Deposit"), made payable to Great American Title c/o Sheri Doran, as Closing Agent (the "Closing Agent "). The receipt of the Deposit is hereby acknowledged, and Closing Agent agrees to hold the Deposit in escrow pursuant to the terms of Paragraph 11 of this Agreement. Any interest earned on the principal portion of the Deposit shall be deemed to be part of the Deposit and shall be paid together with the principal portion of the Deposit, it being understood and agreed that if the transaction contemplated under this Agreement closes, any

interest earned on the Deposit shall be paid to Sellers and credited to the Purchase Price upon the Closing.

2.1.2. The balance of the Purchase Price in the amount of **$522,900.00** shall be paid to Sellers on the Closing Date, subject to any credits or apportionments as provided for under this Agreement, simultaneously with delivery of the Deed.

ARTICLE 3. DUE DILIGENCE INVESTIGATION.

3.1. Purchaser's Access. At any time prior to the closing; Purchaser and its agents, employees, consultants, inspectors, appraisers, engineers, and contractors (collectively, "Purchaser's Representatives") shall have the right to enter upon and pass through the Property during normal business hours to examine and inspect the same, as well as conduct reasonable tests, studies, investigations, and surveys to assess utility availability, soil conditions, environmental conditions, physical condition, and the like of the Property.

3.2. Sink Hole Study. This Agreement is strictly contingent upon Purchaser obtaining, at Purchaser's sole expense, a subsurface geological and geotechnical evaluation of the Property (including but not limited to ground-penetrating radar (GPR), soil borings, and a karst hazard analysis) conducted by a licensed professional geotechnical engineer or geologist of the Purchaser's choice.

3.2.1. Purchaser shall have Ninety (90) calendar days after the Effective Date of this Agreement (the "Inspection Period") to complete this study and receive the written report.

3.2.2. If the report reveals evidence of past, present, or potential sinkhole activity, or any subsurface instability that could compromise the structural integrity of the Property, Purchaser may terminate this Agreement by delivering written notice to the Sellers along with a copy of the report prior to the expiration of the Inspection Period. Upon timely termination, any deposit or escrow, if any exist, shall be fully refunded to Purchaser, and both parties shall be released from all further obligations under this Agreement.

ARTICLE 4. CLOSING.

4.1. Closing Date. The closing of the transaction contemplated by this Agreement (the "Closing") shall take place on **_____, 2026** (the "Closing Date") at the offices of Great American Title located at 218-A Village Center, Nixa, MO 65714. The time for closing shall be determined by the parties at least **10 days before** the Closing Date.

4.2. Closing Adjournment. Purchaser shall be entitled to adjourn the Closing Date one or more times, not to exceed **90 calendar days** in the aggregate, by delivering written notice to Sellers of the new Closing Date.

4.3. Sellers's Closing Deliverables. At Closing, Sellers shall deliver or cause to be delivered to Purchaser, the following executed, certified, and acknowledged by Sellers, as appropriate:

4.3.1. One original General Warranty Deed (the "Deed") in substantially the same form as the document attached hereto as **Exhibit B**, duly executed with the appropriate acknowledgment form and otherwise in proper form for recording so as to convey title to the Property to Purchaser as required by this Agreement.

4.3.2. An original owner's affidavit in a form reasonably acceptable to the Title Insurance Company.

4.3.3. A resolution or other evidence of consent of the members, manager, board of directors, shareholders, partners, or general partner of Sellers, as applicable, authorizing the transaction contemplated herein and the execution and delivery of the documents required to be executed and delivered hereunder.

4.3.4. A written certificate stating that all representations and warranties contained in **Section 6.1** remain, as of the Closing Date, true, correct, and complete in all material respects as when first made hereunder, subject only to permitted changes occurring in accordance with this Agreement and permitted changes (or deemed changes) as contemplated in **Article 6** (the "Bring Down Certificate").

4.3.5. A counterpart of a closing statement jointly prepared by Sellers and Purchaser reflecting the prorations and adjustments required under **Section 4.6** of this Agreement and the balance of the Purchase Price due Sellers.

4.3.6. All other documents reasonably necessary or otherwise required by the Closing Agent or the Title Insurance Company to consummate the transactions contemplated by this Agreement.

4.4. Purchaser's Closing Deliverables. On the Closing Date, Purchaser shall deliver or cause to be delivered to Sellers, the following, executed, certified, and acknowledged by Purchaser, as appropriate:

4.4.1. The balance of the Purchase Price as set forth in **Section 2.1.2**, as adjusted for apportionments pursuant to **Section 4.6** of this Agreement.

4.4.2. Purchaser shall, where applicable, join with Sellers in the execution and delivery of the closing documents and instruments required under **Section 4.3** of this Agreement.

4.4.3. A resolution of the City Council of Purchaser authorizing the transaction contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder.

4.4.4. All other documents reasonably necessary or otherwise required by the Closing Agent or the Title Insurance Company to consummate the transactions contemplated by this Agreement.

4.5. Closing Costs. Sellers and Purchaser shall each pay the fees and expenses of its own counsel in connection with the preparation and negotiation of this Agreement. The Deed and other agreements and instruments related to the transaction contemplated by this Agreement and such legal costs shall not be part of the closing costs; provided, however, that if any legal action is instituted under this Agreement, the Purchaser shall be entitled to recover from the Sellers costs related to such legal action, including reasonable attorneys' fees and costs in all trial, appellate, post-judgment, and bankruptcy proceedings, should the Purchaser prevail in said proceedings.

4.5.1. Sellers shall pay:

4.5.1.1. Any applicable transfer taxes and sales taxes payable in connection with the transaction contemplated by this Agreement;

4.5.1.2. One-half Closing Agent's fees and costs;

4.5.1.3. All recording fees for the release of any liens on the Property, as required pursuant to the terms of this Agreement; and

4.5.1.4. Any and all costs incurred by Sellers in connection with the preparation, review, and negotiation of this Agreement and the transactions and the Closing contemplated by this Agreement, including any attorneys' or consultancy fees.

4.5.2. Purchaser shall pay:

4.5.2.1. The costs charged by Purchaser's Title Insurance Company, including, without limitation, costs related to the Title Commitment, any premiums, title endorsements, and affirmative insurance;

4.5.2.2. One-half Closing Agent's fees and costs;

4.5.2.3. Any other fees or costs related to Purchaser's due diligence reviews; and

4.5.2.4. All costs related to the recording fees payable in connection with the recording of the Deed.

4.6. Apportionments. The following shall be apportioned as of 11:59 p.m. of the date immediately preceding the Closing Date, unless expressly provided for otherwise:

4.6.1. All real estate taxes based on the fiscal year for which they are assessed and any assessments.

4.6.2. All water and sewer charges based on the fiscal year for which they are assessed.

4.6.3. Utilities, fuel, gas, and electric charges based on most recently issued bills.

4.7. Closing Agent. Purchaser shall arrange for closing services through a title company or other professional (the "Closing Agent"). Purchaser shall be responsible for any expenses or costs related to the closing not otherwise provided for in this Agreement.

ARTICLE 5. TITLE MATTERS AND REVIEW.

5.1. Acceptable Title. Sellers shall convey, and Purchaser shall accept, such title to the Property that any reputable title insurance company authorized and licensed to do business in the state of Missouri, would be willing to insure at regular rates, subject to the matters set forth in this Agreement. Sellers shall convey, and Purchaser shall accept, fee simple title to the Property in accordance with the terms and conditions of this Agreement, and subject only to:

5.1.1. The Permitted Exceptions; and

5.1.2. Such other matters that the Title Insurance Company are willing to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Property.

5.2. Permitted Exceptions. The Property shall be sold and conveyed by Sellers to Purchaser, and Purchaser shall accept and assume same, subject only to the following matters (collectively, the "Permitted Exceptions"):

5.2.1. Any state of facts that an accurate survey of the Property would disclose, provided same does not render title unmarketable.

5.2.2. All covenants, restrictions, and rights of record, and all easements and agreements of record for the erection and/or maintenance of water, gas, steam, electric, telephone, sewer or other utility pipelines, poles, wires, conduits, or other like facilities, and appurtenances thereto, over, across, and under the Property, provided, however, that the same do not impose any monetary obligation on the Property's owner.

5.2.3. Variations between tax lot lines and lines of record title, provided same do not render title unmarketable.

5.2.4. Any lien or encumbrance arising out of the Purchaser's acts or omissions, provided same does not render title unmarketable.

5.2.5. Any exceptions disclosed in the Title Commitment (as hereinafter defined) which shall be extinguished upon the Property's transfer.

5.2.6. The standard conditions and exceptions to title contained in the form of title policy or "marked-up" Title Commitment issued to Purchaser by the Title Insurance Company, provided same do not render title unmarketable.

5.2.7. Such other matters as any reputable title insurer licensed to do business in the State of Missouri shall be willing, without special premium, to omit as exceptions to title insurance coverage, provided that these exceptions do not render title unmarketable.

5.3. Title.

5.3.1. Purchaser shall promptly order at its sole cost and expense a commitment for title insurance from the Title Insurance Company, together with true, legible (to the extent available), and complete copies of any tax search, departmental or municipal searches, and all instruments giving rise to any defects or exceptions to title to the Property (collectively, the "Title Commitment").

5.3.2. Purchaser shall deliver to Sellers in writing (the "Title Objection Notice"), any objections to the exceptions to title set forth in the Title Commitment, other than the Permitted Exceptions (each a "Title Objection," and collectively, hereinafter the "Title Objections"), within **10 business days** after Purchaser's receipt of the Title Commitment (or any subsequent update thereof). If, after giving the Title Objection Notice to Sellers, Purchaser receives any amendment or update to the Title Commitment showing any title defects which Purchaser claims are not Permitted Exceptions, Purchaser shall give written notice thereof to Sellers promptly after the date Purchaser receives such evidence (unless an additional matter shown on such subsequent update first arises on the Closing Date, in which event notice of same may be given on the Closing Date and the Closing Date shall be extended day for day without need for additional action by either party). Except for those items which Sellers are obligated to cure pursuant to the

terms of this Agreement, any such matter not the subject of a timely Title Objection Notice shall be deemed a Permitted Exception. Notwithstanding anything to the contrary contained herein, Purchaser shall have no need to object to any Mandatory Title Removal Item, which Mandatory Title Removal Items shall be automatically deemed Title Objections.

5.4. Sellers's Inability to Convey.

5.4.1. Sellers shall use best efforts to eliminate all Title Objections by the Closing Date. If Sellers are unable to eliminate any Title Objection by the Closing Date, Sellers shall provide written notice of same to Purchaser and then, unless the same is waived by Purchaser in writing, in its sole and absolute discretion, Purchaser may either: (i) terminate this Agreement by written notice to Sellers delivered on or before the Closing Date, in which event Purchaser shall be entitled to a return of any deposit made, and this Agreement shall thereupon be deemed terminated and of no further effect, and neither party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions hereof that expressly survive termination of this Agreement; or (ii) complete the purchase (with no reduction in the Purchase Price) with such title as Sellers are able to convey on the Closing Date.

5.4.2. Notwithstanding anything in **Section 5.4.1** to the contrary, Sellers shall be required to cause to be released, satisfied, and removed of record as of the Closing Date: (i) any Title Objections which have been voluntarily recorded or otherwise placed, or permitted to be placed, by Sellers against the Property on or following the date hereof (other than with the prior written approval of Purchaser, which approval shall not be unreasonably withheld, conditioned, or delayed with respect to the granting or denial of Purchaser's approval in connection with requests for instruments to be recorded for the benefit of any utility or governmental authority but in all other cases in Purchaser's sole and absolute discretion); and (ii) any mortgages, deeds of trust, security instruments, financing statements, or other instruments which evidence or secure indebtedness, judgments, and liens against the Property, including, without limitation, mechanics' liens, tax liens and real estate taxes, water rates, and sewer rates and taxes, in each case, which are due and payable but which remain unpaid and/or of record as of the Closing Date (subclauses (i) and (ii), collectively, the "Voluntary Liens"); or (iii) any Title Objections which would not constitute Voluntary Liens, but which can be removed by the payment of a liquidated sum of money (items set forth in this subclause (iii), collectively, "Monetary Liens"; and, together with the Voluntary Liens, the "Mandatory Title Removal Items"). If Sellers fail to discharge and remove of record any Mandatory Title Removal Items on or prior to the Closing Date, at Purchaser's election, such failure shall constitute a Sellers Default pursuant to **Section 10.1.2** and Purchaser shall be entitled to such remedies as are set forth in **Section 10.1.2**.

5.4.3. Notwithstanding anything in this **Section 5.4** to the contrary, Purchaser may at any time accept such title as Sellers can convey, without reduction of the Purchase Price or any credit or allowance on account thereof or any claim against Sellers. The acceptance of the Deed by Purchaser shall be deemed to be full performance of, and discharge of, every agreement and obligation on Sellers's part to be performed under this Agreement, except for such matters which are expressly stated to survive the Closing hereunder.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES.

6.1. Sellers's Representations and Warranties. Sellers represent and warrant to Purchaser on and as of the date of this Agreement and on and as of the Closing Date, as follows:

6.1.1. Sellers are the duly appointed, qualified, and acting Trustees of the Robert Gamble Revocable Trust dated 12/29/2003, the Daniel Lee Burns and Sheryl L. Burns Revocable Trust dated 5/29/07, and the Linda K. Gamble Trust dated 8/21/07.

6.1.2. The execution, delivery, and performance of this Agreement by Sellers and all agreements, instruments, and documents herein provided to be executed by Sellers on the Closing Date: (i) do not violate the terms, conditions, or restrictions of the Trust Agreements, or any contract, agreement, commitment, lease, order, judgment, or decree to which Sellers or the Trusts are a party; and (ii) have been duly authorized by all necessary actions and consents required of the Trustees and, if applicable, the beneficiaries under the Trust Agreement, and no other trust action or consent is required to authorize this agreement. The individuals executing this Agreement and the instruments referenced herein on behalf of Sellers have the legal power, right, and actual authority to bind Sellers to the terms and conditions hereof and thereof. This Agreement is valid and binding upon Sellers and enforceable against the assets of the Trusts, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.

6.1.3. Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Sellers to obtain any consent, authorization, approval, or registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon Sellers which has not been previously obtained.

6.1.4. Sellers are not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code, as amended and the regulations thereunder.

6.1.5. There is no litigation, arbitration, or other legal or administrative suit, action, proceeding, or investigation pending or threatened against or involving Sellers or the ownership or operation of the Property, including, but not limited to, any condemnation action relating to the Property.

6.1.6. Sellers have not entered into any service, maintenance, supply, leasing, leases, brokerage, and listing and/or other contracts relating to the Property (along with all amendments and modifications thereof, the "Service Contracts"). Each of the Service Contracts can and, at Purchaser's option, shall be terminated by Sellers on or before the Closing Date. Sellers have performed all their obligations under each of the Service Contracts and no fact or circumstance has occurred which, by itself or with the passage of time or the giving of notice or both, would constitute a default by any party under any of the Service Contracts. Sellers have delivered to Purchaser true, correct, and complete copies of all Service Contracts.

6.1.7. Sellers have not received notice of any material violation of any law or municipal ordinance, order, or requirement noted or issued against the Property by any governmental authority having jurisdiction over the Property, that has not been cured, corrected, or waived as of the Effective Date.

6.1.8. Sellers have not placed any, and to Sellers's knowledge, there are no Hazardous Materials installed, stored in, or otherwise existing at, on, in, or under the Property in violation of any Environmental Laws. "Hazardous Materials" means "Hazardous Material," "Hazardous Substance," "Pollutant or Contaminant," and "Petroleum" and "Natural Gas Liquids," as those terms are defined or used in CERCLA, and any other substances regulated because of their effect or potential effect on public health and the environment, including PCBs, lead paint,

asbestos, urea formaldehyde, radioactive materials, putrescible materials, and infectious materials. "Environmental Laws" means, without limitation, the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act and other federal, state, county, municipal, and other local laws governing or relating to Hazardous Materials or the environment together with their implementing regulations, ordinances, and guidelines.

6.1.9. Sellers have not: (i) filed any voluntary or had involuntarily filed against it in any court or with any governmental body pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (ii) had a receiver, conservator, or liquidating agent or similar person appointed for all or a substantial portion of its assets; (iii) suffered the attachment or other judicial seizure of all, or substantially all, of its assets; (iv) given notice to any person or governmental body of insolvency; or (v) made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors. Sellers are not insolvent and shall not be rendered insolvent by the performance of its obligations under this Agreement.

6.1.10. Sellers are not, and shall not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities.

6.1.11. Subject to the terms and conditions of **Article 10**, the representations and warranties of Sellers set forth in this **Section 6.1** shall survive the Closing and shall not be affected by any investigation, verification, or approval by any party or anyone on behalf of any party to this Agreement.

6.2. Purchaser's Representations and Warranties. Purchaser represents and warrants that:

6.2.1. Purchaser is a constitutional charter city duly organized and validly existing under the laws of the State of Missouri, is qualified to conduct business in the State of Missouri and has the requisite power and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

6.2.2. The execution, delivery, and performance of this Agreement by Purchaser and all agreements, instruments, and documents herein provided to be executed by Purchaser on the Closing Date: (i) do not violate the Charter or Code of Ordinances of Purchaser, or any contract, agreement, commitment, lease, order, judgment, or decree to which Purchaser is a party; and (ii) have been duly authorized by the City Council of Purchaser and the appropriate and necessary action has been taken by the appropriate officers on the part of Purchaser. The individuals executing this Agreement, and the instruments referenced herein on behalf of Purchaser have the legal power, right, and actual authority to bind Purchaser to the terms and conditions hereof and thereof. This Agreement is valid and binding upon Purchaser.

6.2.3. Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Purchaser to obtain any consent, authorization, approval, or registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon Purchaser which has not been previously obtained.

6.2.4. To the best of its knowledge, there are no judgments, orders, or decrees of any kind against Purchaser unpaid or unsatisfied of record, nor any actions, suits, or other legal or administrative proceedings pending or, to the best of Purchaser's actual knowledge, threatened against Purchaser, which would have any material adverse effect on the business or assets or the condition, financial or otherwise, of Purchaser or the ability of Purchaser to consummate the transactions contemplated by this Agreement.

6.2.5. The representations and warranties set forth in this **Section 6.2** shall be continuing and shall be true and correct in all material respects as of the Closing Date with the same force and effect as if made at that time. The representations and warranties set forth in this **Section 6.2** shall survive the Closing and shall not be affected by any investigation, verification, or approval by any party or anyone on behalf of any party to this Agreement.

6.3. Bring Down Certificate. Sellers shall deliver a bring down certificate reaffirming the accuracy and truthfulness of each of Sellers's representations and warranties in **Section 6.1** (or, if any has ceased to be true, so indicating) and providing that such representations and warranties shall survive the Closing and the delivery of the Deed at Closing in accordance with the terms and conditions of this Agreement.

ARTICLE 7. SELLERS' COVENANTS.

7.1. Maintenance and Repairs. During the period from the Effective Date until the Closing Date, Sellers shall cause the Property, and any Improvements, to be maintained in substantially the same manner as prior to the date of this Agreement pursuant to Sellers's normal course of business. Sellers shall not cause or make any new improvements, alterations, or demolition to the Property.

ARTICLE 8. RISK OF LOSS.

8.1. Risk of Loss. If prior to the Closing Date any portion of the Property shall be taken by condemnation or eminent domain or damaged or destroyed by fire or other casualty, neither party shall have the right to cancel this Agreement, except as otherwise provided in **Section 8.2**. If this Agreement is not terminated in strict accordance with such **Section 8.2**, Purchaser shall purchase the Property in accordance with this Agreement and the Purchase Price shall not be reduced; provided, however, that Sellers's rights to any award resulting from such taking or any insurance proceeds resulting from such fire or other casualty shall be assigned by Sellers to Purchaser at the Closing. Purchaser shall also receive a credit against the Purchase Price for any deductible applicable under any insurance policy (less any reasonable sums expended by Sellers for repair or restoration through the Closing Date). Purchaser and Sellers hereby irrevocably waive the provision of any statute that provides for a different outcome or treatment if the Property shall be taken or damaged or destroyed by fire or other casualty.

8.2. Major Taking or Casualty. If prior to the Closing Date any portion of the Property shall be taken by any condemnation or eminent domain which permanently and materially impairs the ability of Purchaser to use the Property for Purchasers intended use, as determined by the sole discretion of Purchaser, then Purchaser may terminate this Agreement by giving Sellers written notice thereof

("Purchaser's Termination Notice") within **10 business days** from the date Purchaser receives written notice of any such taking. Upon receipt of Purchaser's Termination Notice, the Closing Agent shall refund to Purchaser any deposit (if any were required) and upon such refund being made, this Agreement shall terminate and neither party shall have any further rights and/or obligations with respect to each other or this Agreement, except for any obligations that expressly survive termination of this Agreement.

ARTICLE 9. NOTICES.

9.1. Delivery of Notices. Unless specifically stated otherwise in this Agreement, all notices, demands, consents, approvals, waivers, or other communications (for purposes of this **Section 9.1** collectively referred to as "Notices") shall be in writing and delivered to Purchaser, Sellers, or Closing Agent, at the addresses set forth in **Section 9.2**, by one of the following methods:

9.1.1. Personal delivery, whereby delivery is deemed to have occurred at the time of delivery;

9.1.2. Overnight delivery by a nationally or regionally recognized overnight courier company, whereby delivery is deemed to have occurred the Business Day following deposit with the courier;

9.1.3. Registered or certified mail, postage-prepaid, return receipt requested, whereby delivery is deemed to have occurred on the third Business Day following deposit with the U.S. Postal Service; or

9.1.4. Electronic transmission (email) provided that such transmission is completed no later than **5:00 p.m. central time** on a Business Day and the original is also sent by personal delivery, overnight delivery or by mail in the manner previously described, whereby delivery is deemed to have occurred at the end of the Business Day on which the electronic transmission is completed.

9.2. Parties' Addresses. Unless changed in accordance with Section 10.02(b) of this Agreement, the addresses for all communications and notices shall be as follows:

If to Purchaser:

Name: City of Nixa, Missouri
Address: PO Box 395, Nixa, MO 65714
Telephone: 417.725.3785
Attention: Jimmy Liles, City Administrator
Email: jliles@nixa.com

With a copy to:

Name: Kara Wacker, City Attorney
Address: PO Box 395, Nixa, MO 65714
Telephone: 417.725.3785
Email: kwacker@nixa.com

If to Sellers:

Name: Lisa Brown

Address: 3253 N. Western Ave., Springfield, MO 65803
Telephone: 417.833.4242
Email: Unknown

Name: Daniel Burns and Sheryl Burns
Address: 4933 S. Cresent Ave., Springfield, MO 65804
Telephone: 417.343.5339
Email: Unknown

Name: Linda K Gamble Irrevocable Trust
Attention: Tamara K. Brown, Trustee
Address: 1365 N. Gregg Rd., Nixa, MO 65714
Telephone: 417.860.7439
Attention:: Angela Faye Norton, Trustee
Address: 820 S. Pinhook Dr., Nixa, MO 65714
Telephone: 417.693.4219
Email: Unknown

If to Closing Agent:

Name: Great American Title
Address: PO BOX 1468, Nixa, MO 65714
Attention: Sheri Doran
Email: sdoran@gatozarks.com

9.3. Any party may, by notice given in accordance with this Article, designate a different address or person for receipt of all communications or notices.

9.4. Any notice under this Agreement may be given by the attorneys of the respective parties who are hereby authorized to do so on their behalf.

ARTICLE 10. REMEDIES.

10.1. Remedies.

10.1.1. If Purchaser shall default in the observance or performance of Purchaser's obligations under this Agreement and the Closing does not occur as a result thereof (a "Purchaser Default"), Sellers' sole and exclusive remedy shall be to mediate any disputes.

10.1.2. If Sellers shall default in the performance of any of Sellers's obligations to be performed under this Agreement and the Closing does not occur as a result thereof (a "Sellers Default"), Purchaser's sole and exclusive remedy shall be to either: (i) terminate this Agreement by delivery of written notice to Sellers and Closing Agent, and Closing Agent or Sellers, as applicable, shall return the deposit, if any was made, to Purchaser, with the interest earned thereon, if any, whereupon this Agreement shall terminate and neither party shall have any further rights or obligations with respect to each other or this Agreement, except those that are expressly provided in this Agreement to survive the termination hereof; or (ii) continue this Agreement and seek specific performance of Sellers's obligations hereunder, provided that any such action for specific performance must be commenced within **90 calendar days** after such

default, and if Purchaser prevails thereunder, Sellers shall reimburse Purchaser for all reasonable legal fees, court costs, and all other reasonable costs of such action. Notwithstanding the foregoing, if Sellers shall willfully default in their obligation to close the transaction hereunder on the Closing Date and specific performance shall not be a legally available remedy to Purchaser as a result thereof, then Purchaser shall: (x) have the right to receive a return of the deposit, if any; and (y) be entitled to (and Sellers shall reimburse Purchaser for) Purchaser's Costs (which reimbursement obligation shall survive the termination of this Agreement). The term "Purchaser's Costs" is defined for the purpose of this Agreement as the expenses, if any, actually incurred by Purchaser for: (i) title examination, survey, and municipal searches, including the issuance of Purchaser's Title Commitment and any continuation thereof, without issuance of a title insurance policy; (ii) fees paid to Purchaser's engineer for preparing any environmental and engineering reports with respect to the Property; and (iii) the actual and reasonable third-party costs incurred by Purchaser in connection with the negotiation of this Agreement and Purchaser's due diligence with respect to the Property, including, without limitation, reasonable attorneys' fees.

10.1.3. Upon the release of the deposit, if any, and any interest accrued thereon, to either Purchaser or Sellers, as the case may be, and reimbursement of Purchaser's Costs (if applicable), this Agreement shall be deemed null and void and no party hereto shall have any obligations to, or rights against, the other hereunder, except as expressly provided herein.

ARTICLE 11. CLOSING.

11.1. Closing Agent's Duties and Responsibilities.

11.1.1. Closing Agent has signed this Agreement for the sole purpose of agreeing to act as Closing Agent in accordance with this Article. Closing Agent shall have no duties or responsibilities except those set forth in this Agreement and Sellers and Purchaser agree and acknowledge that Closing Agent shall act hereunder as a depository only.

11.1.2. Closing Agent shall be protected in relying upon the accuracy, acting in reliance upon the contents, and assuming the genuineness of any notice, demand, certificate, signature, instrument, or other document which is given to Closing Agent without verifying the truth or accuracy of any such notice, demand, certificate, signature, instrument, or other document.

11.1.3. The parties acknowledge that Closing Agent is acting solely as a stakeholder at their request and for their convenience, that the duties of the Closing Agent hereunder are purely ministerial in nature. Closing Agent shall not be liable for any action taken or omitted by Closing Agent in good faith and believed by Closing Agent to be authorized or within its rights or powers conferred upon it by this Agreement, except for any damage caused by Closing Agent's own gross negligence or willful default.

11.1.4. In the event that a dispute shall arise in connection with this Agreement, or as to the rights of the parties in and to, Closing Agent shall have the right to: (i) institute an action in interpleader or other similar action permitted by stakeholders in the State of Missouri; or (ii) interplead any of the parties in any action or proceeding which may be brought to determine the rights of the parties.

11.1.5. Closing Agent has acknowledged agreement to these provisions by signing in the place indicated on the signature page of this Agreement.

11.2. Indemnification of Closing Agent. To the extent authorized by Missouri law, Sellers and Purchaser hereby agree to, jointly and severally, indemnify, defend, and hold harmless Closing Agent from and against any liabilities, damages, losses, costs, or expenses incurred by, or claims or charges made against Closing Agent (including reasonable attorneys' fees and disbursements) by reason of Closing Agent acting or failing to act in connection with any of the matters contemplated by this Agreement or in carrying out the terms of this Agreement, except for those matters arising as a result of Closing Agent's gross negligence or willful misconduct.

11.3. Survival. This Article shall survive the Closing or the termination of this Agreement.

ARTICLE 12. ADDITIONAL PROVISIONS.

12.1. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.

12.2. Merger; No Representations. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement is entered into after full investigation, no party is relying upon any statement or representation, not set forth in this Agreement, made by any other party.

12.3. Business Days. As used herein, the term "Business Day" shall mean any day other than a Saturday, a Sunday, or a holiday in which the City of Nixa, Missouri is not open for general business.

12.4. Modifications and Amendments. This Agreement cannot under any circumstance be modified or amended orally and no agreement shall be effective to waive, change, modify, terminate, or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Sellers and Purchaser.

12.5. Successors and Assigns; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns. Purchaser shall have the right to assign, transfer, or convey its rights and obligations under this Agreement or in the Property without the prior written consent of Sellers, provided that any assignee shall assume all Purchaser's obligations hereunder and succeed to all Purchaser's rights and remedies hereunder and written notice to Sellers of the assignment and assumption must be delivered to Sellers prior to the Closing. If an assignee assumes all Purchaser's obligations under this Agreement in writing, then upon the effective date of the assignment of this Agreement to such assignee, Purchaser shall be released from all obligations under this Agreement.

12.6. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect, invalidate, or render unenforceable any other term or provision of this Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

12.7. Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be

reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in the State of Missouri and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

12.8. Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

12.9. Headings. The captions or paragraph titles contained in this Agreement are for convenience and reference only and shall not be deemed a part of the text of this Agreement.

12.10. No Waivers. No waiver by any party or any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by either party of any failure or refusal to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

12.11. No Offer. This Agreement shall not be deemed an offer or binding upon Sellers or Purchaser until this Agreement is fully executed and delivered by Sellers and Purchaser.

12.12. Waiver of Jury Trial. SELLERS AND PURCHASER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY SUCH PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

12.13. No Waiver of Governmental Immunity. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by the Purchaser of any applicable state law limits on municipal liability or governmental immunity. No indemnification provision contained in this Agreement under which Sellers indemnifies the Purchaser shall be construed in any way to limit any other indemnification provision contained in this Agreement.

[Remainder of page intentionally left blank. Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have set their hands on the day and year herein stated.

PURCHASER

_____ Date: _____
Jimmy Liles, City Administrator

ATTEST:

_____
Rebekka Coffey, City Clerk

Approved as to form:

_____
Kara Wacker, City Attorney

Director of Finance Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore, and that the appropriate accounting entries have been made.

_____
Jennifer Evans, Director of Finance

PURCHASER VERIFICATION

STATE OF MISSOURI)
) ss
COUNTY OF CHRISTIAN)

On this _____ day of _____, 20_____, before me personally appeared **Jimmy Liles**, for **Purchaser**, known to me to be the person described in and who executed the above agreement and acknowledged to me that they executed the same as their free act and deed on behalf of said entity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid, the day and year first above written.

_____
Notary Public

My commission expires: _____.

SELLERS:
Lisa Brown, Trustee of the Robert Gamble Revocable Trust dated 12/29/2003, Daniel Lee Burns and Sheryl L. Burns, Trustees, U/T/A Daniel Lee Burns and Sheryl L. Burns Revocable Trust dated 5/29/07, Tamara Kay Brown and Angela Faye Norton, Trustees, U/T/A Linda K. Gamble Irrevocable Trust dated 8/21/07

By: _____
Lisa Brown, Trustee

_____
Daniel Lee Burns, Trustee

_____
Sheryl L. Burns, Trustee

_____
Tamara Kay Brown, Trustee

_____
Angela Faye Norton, Trustee

SELLER VERIFICATION

State of Missouri)
) ss.
County of Christian)

On this 4th day of November, 2026, before me, a Notary Public in and for said State, personally appeared **Lisa Brown**, to me personally known, who, being by me duly sworn did say that they share one-third interests of the real property described herein, and that they executed the foregoing document for the purpose's states therein.

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

Notary Public: _____

Printed Name: Andrea Voelker

My commission expires: 3/28/2028

A VOELKER
Notary Public - Notary Seal
State of Missouri
Commissioned for Christian County
My Commission Expires: March 28, 2028
Commission Number: 12320882

SELLER VERIFICATION

State of Missouri)
) ss.
County of Christian)

On this 3rd day of November, 2026, before me, a Notary Public in and for said State, personally appeared **Daniel Lee Burns and Sheryl L. Burns**, to me personally known, who, being by me duly sworn did say that they share one-third interests of the real property described herein, and that they executed the foregoing document for the purposes states therein.

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

Notary Public: A. Voelker

Printed Name: Andrea Voelker

My commission expires: 3/28/2028

A VOELKER
Notary Public - Notary Seal
State of Missouri
Commissioned for Christian County
My Commission Expires: March 28, 2028
Commission Number: 12320882

SELLER VERIFICATION

State of Missouri)
) ss.
County of Christian)

On this 3rd day of November, 2026, before me, a Notary Public in and for said State, personally appeared **Tamara Kay Brown and Angela Faye Norton**, to me personally known, who, being by me duly sworn did say that they share one-third interests of the real property described herein, and that they executed the foregoing document for the purposes states therein.

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

Notary Public: A. Voelker

Printed Name: Andrea Voelker

My commission expires: 3.28.2028

A VOELKER
Notary Public - Notary Seal
State of Missouri
Commissioned for Christian County
My Commission Expires: March 28, 2028
Commission Number: 12320882

CLOSING AGENT

_____ Date:_____

Name:_____

EXHIBIT A
LEGAL DESCRIPTION

The East Half of the Northwest Quarter of the Northeast Quarter (E½NW¼NE¼) and a strip of land one Half (½) Rod wide off of the East side of the W½ of the NW¼ of the NE¼ of Section 15, Township 27, Range 22, Christian County, Missouri, including all the road from the Southeast corner of said 20 acres to South Highway 14 in Christian County, Missouri.

EXHIBIT B
GENERAL WARRANTY DEED

TITLE OF DOCUMENT: General Warranty Deed

DATE OF DOCUMENT:

GRANTOR(S): Lisa Brown, Trustee of the Robert Gamble Revocable Trust dated 12/29/2003, Daniel Lee Burns and Sheryl L. Burns, Trustees, U/T/A Daniel Lee Burns and Sheryl L. Burns Revocable Trust dated 5/29/07, Tamara Kay Brown and Angela Faye Norton, Trustees, U/T/A Linda K. Gamble Irrevocable Trust dated 8/21/07

GRANTEE: City of Nixa, Missouri

MAILING ADDRESS OF GRANTEE: P.O. Box 395, Nixa, MO 65714

REFERENCE BOOK AND PAGE:

GENERAL WARRANTY DEED

THIS DEED made and entered into by and between Lisa Brown, Trustee of the Robert Gamble Revocable Trust dated 12/29/2003, Daniel Lee Burns and Sheryl L. Burns, Trustees, U/T/A Daniel Lee Burns and Sheryl L. Burns Revocable Trust dated 5/29/07, Tamara Kay Brown and Angela Faye Norton, Trustees, U/T/A Linda K. Gamble Irrevocable Trust dated 8/21/07 ("Grantors"), all title-holding trust agreements, and the **City of Nixa, Missouri** ("Grantee"), a Constitutional Charter City. The mailing address of Grantee is P.O. Box 395, Nixa, MO 65714. The principal office of Grantee is located at 715 W. Mt. Vernon St., Nixa, MO 65714.

WITNESSETH, that said Grantor, in consideration of the sum of **$581,000.00** and other valuable consideration, paid by Grantee to Grantor, the receipt of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto said Grantee, its successors and assigns, the following described real estate and interests in real estate in the County of Christian, State of Missouri, to-wit:

> The East Half of the Northwest Quarter of the Northeast Quarter (E½NW¼NE¼) and a strip of land one Half (½) Rod wide off of the East side of the W½ of the NW¼ of the NE¼ of Section 15, Township 27, Range 22, Christian County, Missouri, including all the road from the Southeast corner of said 20 acres to South Highway 14 in Christian County, Missouri

Subject to all recorded easements.

TO HAVE AND TO HOLD the same, together with all rights, immunities, privileges, and appurtenances, unto Grantee and its successors and assigns, forever.

And the Grantor hereby covenants that it is lawfully seized of an indefeasible estate in fee simple to these premises and may convey the same; that these premises are free from all encumbrances except as set forth herein, and that Grantor will warrant and defend the title to these premises unto the Grantee, and its successors and assigns, forever.

[Remainer of page intentionally left blank. Signatures on following page.]

GRANTORS:

Lisa Brown, Trustee of the Robert Gamble Revocable Trust dated 12/29/2003, Daniel Lee Burns and Sheryl L. Burns, Trustees, U/T/A Daniel Lee Burns and Sheryl L. Burns Revocable Trust dated 5/29/07, Tamara Kay Brown and Angela Faye Norton, Trustees, U/T/A Linda K. Gamble Irrevocable Trust dated 8/21/07

By:

_____
Lisa Brown, Trustee

_____
Daniel Lee Burns, Trustee

_____
Sheryl L. Burns, Trustee

_____
Tamara Kay Brown, Trustee

_____
Angela Faye Norton, Trustee

ACCEPTANCE BY GRANTEE:

City of Nixa, Missouri

By:

_____
Jimmy Liles, City Administrator

Date: _____

ATTEST:

By:

_____
City Clerk

APPROVED AS TO FORM:

By: _____
Kara Wacker, City Attorney

ACKNOWLEDGMENT OF GRANTORS

State of Missouri)
) ss.
County of _____)

On this _____ day of _____, 2026, before me, a Notary Public in and for said State, personally appeared **Lisa Brown**, to me personally known, who, being by me duly sworn did say that they share one-third interests of the real property described herein, and that they executed the foregoing document for the purpose's states therein.

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

Notary Public: _____

Printed Name: _____

My commission expires: _____.

ACKNOWLEDGMENT OF GRANTORS

State of Missouri)
) ss.
County of _____)

On this _____ day of _____, 2026, before me, a Notary Public in and for said State, personally appeared **Daniel Lee Burns and Sheryl L. Burns**, to me personally known, who, being by me duly sworn did say that they share one-third interests of the real property described herein, and that they executed the foregoing document for the purposes states therein.

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

Notary Public: _____

Printed Name: _____

My commission expires: _____.

ACKNOWLEDGMENT OF GRANTORS

State of Missouri)
) ss.
County of _____)

On this _____ day of _____, 2026, before me, a Notary Public in and for said State, personally appeared **Tamara Kay Brown and Angela Faye Norton**, to me personally known, who, being by me duly sworn did say that they share one-third interests of the real property described herein, and that they executed the foregoing document for the purposes states therein.

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

Notary Public: _____

Printed Name: _____

My commission expires: _____.