

LAND PURCHASE CONTRACT

THIS LAND PURCHASE CONTRACT (“Contract”) is made and executed this _____ day of _____, 2022, by and between **Evergy Missouri West, a Delaware corporation** (“Buyer”), and **City of Warrensburg, Missouri** (“Seller”).

For and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, Buyer and Seller hereby agree as follows:

SECTION 1. THE PROPERTY. For the price and upon and subject to the terms, conditions and provisions herein set forth, Seller shall sell and convey to Buyer and Buyer shall purchase from Seller the following (collectively, “Property”):

- (A) **Nature of the estate.** Fee title to the land located in Johnson County, Missouri, legally described in Exhibit A entitled “Legal Description of the Land”, attached hereto and incorporated herein by reference (“Land”).
- (B) **Present and Future Interests.** All right, title and interest of Seller now owned or acquired by Seller prior to the Closing Date in and to and the Property
- (C) **Other Property Rights.** All and singular the estates, rights, privileges, easements, and appurtenances belonging or in any way appertaining to the Land.

SECTION 2. PURCHASE PRICE. Subject to the terms and provisions herein, and including any sums previously paid to Seller by Buyer as Option Consideration payments, the Property purchase price shall be Twenty-Five Thousand Dollars (US \$25,000.00). On or before the Closing Date Buyer shall pay the Purchase Price, plus any anticipated closing cost, title fees, adjusted as herein provided, by cash, federal wire transfer of funds, or by certified or cashier’s check, in escrow, to Truman Title Company, Warrensburg, Missouri (“Title Company”). The title company shall disburse all payments due at Closing.

SECTION 3. TITLE AND DEED; SURVEY.

- A. **Title and Deed.** On the Closing Date, Seller shall sell and convey to Buyer good and marketable title to the Land by special corporate warranty deed in the form reasonably prescribed by Buyer (the “Deed”), subject to no liens, charges, claims, actions, encumbrances or title exceptions of any kind whatsoever (“Encumbrances”) except easements, reservations and restrictions of record, taxes and assessments, general and special, not then due and payable, zoning laws, rights of the public in and to any parts of the Land in streets, roads and alleys and those other Encumbrances approved by Buyer (the “Permitted Exceptions”) (defined below). Title to the Property as aforesaid shall be insured by the Title Company as provided in Section 4.

- B. Survey.** Buyer shall, at Buyer's sole expense, obtain a current ALTA survey of the Property (the "Survey") sufficient to enable the Title Company to delete the standard exceptions relating to survey matters.
- C. Insured Protection Letter.** If requested by Buyer, Title Company shall provide Buyer an Insured Protection or Closing Protection Letter satisfactory to Buyer no less than seven business days prior to the Closing Date, at Buyer's expense.

SECTION 4. TITLE INSURANCE.

- A. Commitment and Title Policy.** Buyer shall, at Buyer's sole expense, obtain a title insurance commitment (the "Commitment") issued by Title Company, pursuant to which the Title Company shall agree to issue to Buyer, at Buyer's sole expense, an owner's policy of title insurance (the "Title Policy") on a 2021 ALTA OWNER'S POLICY form in the amount of the Purchase Price, insuring marketable fee simple title to the Property in Buyer upon recording of the Deed, subject only to the Permitted Exceptions. Insurance requirements and exceptions shall be listed on distinctly separate schedules, for example "Schedule B-1 and Schedule B-2". A copy of the Commitment shall be provided to Seller upon Seller's request.
- B. Title Defects.** Buyer shall notify Seller of any Encumbrances or Survey matters Buyer reasonably finds objectionable within 30 days after receipt of the Commitment or within 30 days after receipt of the Survey as the case may be, and Seller shall have until Closing to use its reasonable efforts to remove such Encumbrances or cure such Survey matters as are susceptible of being removed or cured (whether by removal of the defect or insuring against the same in the Title Policy) and Seller shall not, however, be required to institute any court action to attempt to remove such objection or objections, nor shall Seller be required to expend any monies in excess of One Thousand Dollars (\$1,000.00) to attempt to remove such objection or objections. If Seller does not so remove such Encumbrances or cure such Survey matters, then Buyer shall have the option of either (i) waiving its objection(s) and completing this transaction and accepting such title as Seller is able to convey, without reduction of the Purchase Price (unless such Encumbrances are liens or encumbrances for ascertainable amounts, in which event the amounts thereof shall be deducted from the Purchase Price), or (ii) terminating this Contract, in which event neither party shall have any further obligation to the other hereunder. Any Encumbrance not objected to by Buyer, or initially objected to but later accepted by Buyer, along with easements, reservations and restrictions of record, taxes, and assessments, general and special, not then due and payable, zoning laws, rights of the public in and to any parts of the Land in streets, roads and alleys shall be deemed a "Permitted Exception."
- C. Seller's Title Documents.** Seller shall acknowledge and deliver or cause to be executed, acknowledged, and delivered to the Title Company, on or before the Closing Date, such affidavits and other documents as the Title Company shall reasonably require as a condition to issuance of the Title Policy in the form herein provided (collectively, "Seller's Title Documents")

SECTION 5. REPRESENTATIONS AND WARRANTIES.

A. **By Seller.** Seller represents and warrants to Buyer the following as of the date hereof and as of the Closing Date:

(1) **Taxes and Assessments.** That to the best of Seller's knowledge there are no special assessments, fees, or charges (including any "impact fees" or charges in the nature thereof) of any kind or nature whatsoever currently levied or assessed or pending or contemplated against the Property by any governmental authority having jurisdiction of the Property.

(2) **Environmental Compliance.** To the best of Seller's knowledge, and during Seller's ownership:

(a) That the Property and the use and operation thereof have been and are currently in compliance with all applicable laws, ordinances, rules, and regulations (including consent decrees and administrative orders) relating to public health, safety, or protection of the environment or natural resources all as now and hereafter amended (collectively, "Environmental Laws").

(b) That (i) no known release, generation, discharge, manufacture, treatment, transportation, or disposal of Hazardous Material has occurred or is occurring on, in, under (including the underlying groundwater) or from the Property, (ii) no known Hazardous Material is or has been stored or otherwise located on, in or under the Property, and (iii) there have been and are no known underground storage tanks present on the Property. Without limitation of the foregoing, Seller will immediately notify Buyer in writing in the event that any Hazardous Material has been or is threatened to be released, discharged, generated, manufactured, treated, disposed of, transported or stored on or about the Property on or before the Closing Date.

(c) That there are no pending or threatened (i) requests for information, actions or proceedings from or by any governmental agency or any other person or entity regarding the condition or use of the Property or the release, generation, discharge, manufacture, treatment, transportation or disposal of Hazardous Material on, in, under or from the Property, or regarding any Environmental Law, or (ii) liens or governmental actions, notices of violations, notices of noncompliance or other proceedings of any kind involving Environmental Laws with respect to the Property. Seller shall immediately notify Buyer in writing and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the condition of the Property or compliance with Environmental Laws (collectively, "Environmental Notices") received after the date hereof.

(d) That for purposes of this Agreement, "Hazardous Material" means (i) any chemicals, materials, substances or wastes which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous materials," "toxic substances," "extremely hazardous substances," "

toxic pollutants,” or words of similar import, under any Environmental Law; (ii) any petroleum, petroleum products (including, without limitation, crude oil or any fraction thereof), natural gas, natural gas liquids, liquefied natural gas or synthetic gas useable for fuel (or mixtures of natural gas and such synthetic gas) or oil and gas exploration or production waste, polychlorinated biphenyls (“PCBs”), asbestos-containing materials, mercury and lead-based paints; and (iii) any other chemicals, materials, substances, or wastes, exposure to which is prohibited, limited or regulated by any government or regulatory authority.

- (3) **Status of Seller.** That this Contract is duly authorized, executed and delivered by and binding upon Seller; and that Seller has the capacity and authority to enter into this Contract and to consummate the transactions herein and therein contemplated.
- (4) **Default.** That to the best of the Seller’s current, actual knowledge, Seller is not in default in respect of any of its obligations or liabilities pertaining to the Property. To Seller’s actual knowledge, conveyance of the Property to Buyer and the consummation of the transactions described in this Contract will not breach any other agreement, written or oral, to which Seller is a party.
- (5) **Litigation; Condemnation.** That there are no actions, suits or proceedings pending, or, to the best of Seller’s current, actual knowledge, threatened, before or by any judicial body or any governmental authority, against or affecting Seller or the Property; and that to the best knowledge of Seller, there is no existing, proposed or contemplated eminent domain or similar proceeding which would affect the Property in any way whatsoever.
- (6) **FIRPTA.** That Seller is not a “foreign corporation”, “foreign partnership” or “foreign estate” as those terms are defined in the Internal Revenue Code of 1986, as amended, and that Seller will furnish to Buyer such further assurances with respect to this representation and warranty as Buyer shall reasonably request.
- (7) **Possessors.** There are no written or oral leases, agreements, or rights of occupancy in force relating to the Property or any such right with respect to the Property. From the date the Option Agreement is fully executed through and including the Closing or termination of this Contract as provided herein, Seller will not lease, rent or convey all or any portion of the Property or any interest therein, or enter into any agreement granting to any person or entity any right with respect to the Property without the prior written consent of Buyer.

Notwithstanding anything to the contrary in this Contract, the representations and warranties of Seller set forth herein shall survive Closing.

B. By Buyer. Buyer represents and warrants to Seller that, as of the date hereof and as of the Closing Date:

- (1) **Status of Buyer.** This Contract is duly authorized, executed and delivered by and binding upon Buyer, and that Buyer has the capacity and authority to enter into

this Contract and to consummate the transactions herein contemplated.

SECTION 6. TAXES AND ASSESSMENTS; TRANSFER TAXES. As Seller is a governmental entity, there are not taxes or special assessments imposed on the Property through the date of Closing. Any taxes or special assessments owed on the Property from and after Closing shall be the responsibility of Buyer.

SECTION 7. CONDEMNATION. If, prior to the Closing Date, any material portion of the Property shall be condemned by governmental or other lawful authority, Buyer shall have the option of (a) completing the purchase, in which event all of the condemnation proceeds attributable to the Land shall be payable to Buyer, or if such proceeds are not then available, Seller shall assign all claims therefore to Buyer, or (b) canceling this Contract and all obligations of Buyer hereunder.

SECTION 8. CLOSING. In the event that any authority having jurisdiction shall deny or announce intent to deny any zoning, building or land use permit reasonably required by Buyer, Buyer shall have the right to terminate this contract without any further liability.

- A. Closing Date.** Provided all conditions to closing set forth in this Contract have been satisfied or waived by Buyer, and this Contract has not been terminated by either party in accordance with provisions herein set forth, the transaction contemplated herein shall be closed on or before the date that is sixty (60) days from the date of this Contract or such other date agreed upon in writing by Buyer and Seller, subject to any extensions mutually agreed upon in writing by the parties. Such date for the closing of title is herein called the "Closing Date".
- B. Closing Procedure.** The transaction contemplated herein shall be closed in escrow through the Title Company in accordance with the following procedure:
- (1) **Delivery of Documents by Seller.** On or before the Closing Date, Seller shall deliver or cause to be delivered to the Title Company all documents necessary for Title Company to provide acceptable title to Buyer, including the following:
- (a) Full releases of all mortgages, deeds of trust and other financing instruments affecting the Land, duly executed by the holders thereof, acknowledged and in proper form for recording;
 - (b) The Deed.
 - (c) Seller's Title Documents; and
 - (d) Such other documents, instruments, certificates, and assurances as shall be required by the provisions of this Contract.
- (2) **Deliveries by Buyer.** On or before the Closing Date, Buyer shall deliver

or cause to be delivered to the Title Company the following:

- (a) The Purchase Price due at closing, adjusted as herein provided, plus the aggregate amount of closing costs for which Buyer is responsible as provided herein, all as shown on Buyer's closing statement; and
- (b) Such other documents, instruments, certificates, and assurances as shall be required by the provisions of this Contract.
- (c) Closing instructions, if desired by Buyer.

SECTION 9. POSSESSION. Exclusive possession of the Land shall be delivered to Buyer on the Closing Date.

SECTION 10. INSPECTION OF PROPERTY.

- A. **Access; Objections; Indemnity.** From the date of this Contract until the Closing Date, Buyer and its agents and designees shall, at Buyer's sole expense, have the right to go upon the Property, at reasonable times and upon reasonable notice to Seller, for the purpose of inspecting the same and making such tests, inquiries, and examinations as Buyer in its sole discretion shall deem necessary. Buyer shall hold harmless, indemnify, and defend Seller from and against any liability, loss or damage arising out of Buyer's access to the Land for the purpose of making such tests, inquiries and examinations and from any and all liability or damage (including, but not limited to attorney's fees and court costs) to any person(s) or property suffered as a result of any physical injury or property damage caused by Buyer's entry, testing, investigation or inspection of the Land. If in Buyer's sole discretion there is any reasonably objectionable condition relating to the Land, then Buyer shall have the right to terminate the Contract by giving notice to Seller prior to the Closing Date, in which case this Contract shall terminate, all money in escrow shall be returned and the parties shall have no further rights or obligations hereunder.
- B. **"As Is" Condition.** Other than Seller's representations and warranties set forth in Section 5 above together and with any representations made to Buyer's environmental report provider, and those set forth in any instrument delivered to Buyer at Closing, Seller make no representations or warranties as to the condition of the Land or any improvements thereon, and Buyer acknowledges that it is purchasing the Land in its "as is" condition, with all defects, if any.

SECTION 11. BROKERAGE. Buyer is not represented by an independent broker and no commission shall be due to any party on behalf of Buyer. Seller shall timely disclose, utilizing KCRAR or equivalent forms any agent, broker or finder acting on behalf of Seller. Seller alone shall be responsible for any such commissions (including related fees and other costs), due to any party acting for Seller in this transaction. Seller may elect to pay any such commissions (including related fees and other costs) to its broker, agent, or finder at Closing, but Closing shall not be conditioned or delayed upon the payment of such amounts due, and Buyer shall have no liability for same.

Either party may designate a different address or addresses for itself by notice similarly given. Notices hereunder shall be effective upon documented receipt, or documented refusal, thereof, only.

SECTION 17. HEADINGS. The headings in this Contract have been inserted for convenience of reference only and shall not be deemed to modify or restrict any provision hereof, nor be used to construe any such provision.

SECTION 18. GOVERNING LAW AND INTERPRETATION. This Contract shall be governed by and construed in accordance with the substantive laws of the State of Missouri. The terms of this Contract have been negotiated by the parties, and each party has been represented by legal counsel, to the extent they deem necessary, in connection with this Contract and this real estate transaction. No provision of this Contract shall be interpreted for or against either party on the basis of authorship.

SECTION 19. WAIVER. No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party under the provisions of this Contract shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

SECTION 20. SUCCESSORS AND ASSIGNS. This Contract shall inure to the benefit of and bind the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

SECTION 21. ESCROW AND CLOSING FEES. Any escrow fees and fees to be paid to the Title Company as closing fees (exclusive of title insurance premiums and similar charges) shall be borne equally by Seller and Buyer.

SECTION 22. OTHER COSTS AND EXPENSES. All costs and expenses incurred by either party hereto in connection with this Contract or the transaction contemplated herein shall, unless otherwise provided herein, be paid by the party incurring the expense. Seller shall pay for the preparation of a Corporate Special Warranty Deed. Buyer shall pay for the recording of the Corporate Special Warranty Deed and any other documents which require recording.

SECTION 23. COUNTERPARTS. This Contract may be executed in any number of counterparts with the same force and effect as if all signatures were appended to one document, each of which shall be deemed an original. Execution and delivery of this Contract by portable document format (“PDF”) copy bearing the PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this Contract by such party. Such PDF copies shall constitute enforceable original documents.

SECTION 24. RISK OF LOSS AND CASUALTY LOSS. The risk of loss shall be upon the Seller until Closing. Seller agrees to perform ordinary and necessary maintenance, upkeep and repair of the Property and to keep the improvements on the Property fully insured until Closing. In the event the Property is materially damaged by fire or other natural or man- made elements prior to time of Closing then both the Buyer and Seller each have the right to cancel this Contract with the Title Company refunding the Option Consideration payments to Buyer, and thereupon, all rights and obligations of Buyer and Seller shall terminate under this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

SELLER:

By: _____

Name: _____

By: _____

Name: _____

BUYER:

By: _____

Name: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE FEE PROPERTY

Located in Warrensburg, Johnson County, Missouri

LOTS 1 AND 2 IN PHILIP GROSS' ADDITION, AS SHOWN BY THE PLAT FILED IN PLAT BOOK I, AT PAGE(S) 19, IN THE CITY OF WARRENSBURG, JOHNSON COUNTY, MISSOURI

ALSO PART OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 46, RANGE 26, IN THE CITY OF WAREENSBURG, JOHNSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN PHILIP GROSS' ADDITION AS SHOWN BY THE PLAT FILED IN PLAT BOOK 1, AT PAGE(S) 19, JOHNSON COUNTY DEED RECORDS, THENCE EAST 80 FEET; THENCE SOUTH 100 FEET, THENCE WEST 80 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE NORTH 100 FEET ALONG THE SAID EAST LINE OF LOT 1 TO THE POINT OF BEGINNING.