

**BILL NO.: 5060**

**ORDINANCE NO.: \_\_\_\_\_**

**Introduced by: City Manager Nathan Mai-Lombardo**

**AN ORDINANCE APPROVING THE PURCHASE OF PROPERTIES LOCATED AT 8500 AIRPORT ROAD, 6132 HANCOCK AVENUE, AND 6133 EVERGREEN BLVD, FROM TABERNACLE OF FAITH AND DELIVERANCE COGIC, BY THE CITY OF BERKELEY, SAINT LOUIS COUNTY, MISSOURI**

**WHEREAS,** the City seeks to improve the condition and marketability of the Airport Road/North Hanley corridors in downtown Berkeley; and

**WHEREAS,** the properties located at 8500 Airport Road, 6132 Hancock Avenue, and 6133 Evergreen Boulevard have high value to the City, by virtue of their size, condition, and/or location; and

**WHEREAS,** the City has, under Chapter Section 9.9 the authority to purchase, sell, and exchange real property and set procedures for doing so; and

**WHEREAS,** the City has approved the purchase of the properties identified as 8500 Airport Road, St. Louis County Locator Number 11J130829, 6132 Hancock Avenue, St. Louis County Locator Number 11J131891, and 6133 Evergreen Boulevard, St. Louis County Locator Number 11J131691, from their owner: Tabernacle of Faith and Deliverance COGIC; and

**WHEREAS,** the City has determined that the acquisition of this property will meet the objective of the City's Comprehensive Plan to redevelop and improve the downtown district.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BERKELEY, MISSOURI, AS FOLLOWS:**

**Section 1.** The purchase of said property is approved by the City of Berkeley.

**Section 2.** This ordinance shall be in full force and effect from and after its passage.

1st Reading this 24<sup>th</sup> day of September 2024

2nd Reading this 24<sup>th</sup> day of September 2024

3rd Reading, PASSED and APPROVED, this day of 2024

\_\_\_\_\_  
Babatunde Deinbo, Mayor

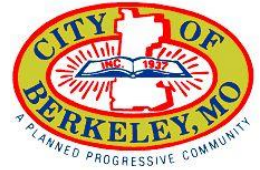
ATTEST:

\_\_\_\_\_  
Deanna L. Jones, City Clerk

\_\_\_\_\_  
Approved as to Form:  
Donnell Smith, City Attorney

Final Roll Call:

Vacant	Aye	___	Nay	___	Absent	___	Abstain	___
Councilwoman Williams	Aye	___	Nay	___	Absent	___	Abstain	___
Councilman Hoskins	Aye	___	Nay	___	Absent	___	Abstain	___
Councilwoman Anthony	Aye	___	Nay	___	Absent	___	Abstain	___
Councilwoman Hindeleh	Aye	___	Nay	___	Absent	___	Abstain	___
Councilwoman-at-Large Crawford-Graham	Aye	___	Nay	___	Absent	___	Abstain	___
Mayor Deinbo	Aye	___	Nay	___	Absent	___	Abstain	___



# MEMORANDUM

**TO:** Mayor Deinbo and Members of the Berkeley City Council

**FROM:** Elliot Liebson, Director of Planning and Development

**THROUGH:** Nathan Mai-Lombardo, City Manager

**DATE:** 9/24/2024

**RE:** Acquisition of 8500 Airport Road and subsidiary properties

Attached please find the draft sales contract for 8500 Airport Road for Council's consideration and approval. The City and the Seller have negotiated a price of \$725,000, which covers this property, 6132 Hancock, and 6133 Evergreen. The details of this agreement are as follows:

- The properties are being sold and delivered as-is.
- 6132 Hancock is occupied tenants on a month-to-month lease; they must be permanently moved out by closing.
- Certain church owned personal property (like the baptismal pool) may be removed by the seller prior to demolition should the City demolish the property. These items are listed in the contract.
- The City agrees to pay \$50,000 earnest money to the Seller (Tabernacle of Faith and Deliverance COGIC).
- The Seller has requested an arbitration rider for disputes pertaining to breach of contract





56 Unless specified otherwise, Seller warrants that the Property will be vacant as of the time of Closing (e.g., except for tenant(s) in  
57 possession pursuant to any lease or other agreement identified and approved pursuant to this Contract), and in its present condition  
58 (together with any improvements or repairs required by this Contract), ordinary wear and tear excepted, and free of any debris or  
59 personal property not included above.  
60 ☐ (Check if applicable) **Property is to remain tenant occupied, and Rental Property Rider (MSC-2035R) is attached and**  
61 **incorporated herein.**

62 **5. APPRAISAL/FINANCING CONTINGENCIES.**

63 ☐ **A. Appraisal Contingency.** Check this box only if this Appraisal Contingency paragraph is intended to apply:  
64 *Note: A lender's loan approval process does not always include a traditional appraisal. Different types of "appraisals" are available*  
65 *and underwriting requirements vary. Buyer is strongly encouraged to obtain an appraisal. If Buyer's performance under this Contract*  
66 *is to be independently conditioned upon the Property appraising at the Purchase Price, check box A above and complete the following.*  
67 Buyer's performance under this Contract is contingent upon the Property appraising at not less than the Purchase Price, by an  
68 appraiser selected by Buyer or Buyer's lender and licensed by the State of Missouri (the "**Appraisal Contingency**"). Seller agrees  
69 to provide reasonable access to the Property during reasonable business hours for this purpose upon reasonable advance Notice from  
70 Buyer. If the appraised value is less than the Purchase Price, Buyer may request a reduction in the Purchase Price (but not less than  
71 the appraised value). If Buyer desires to act on this Appraisal Contingency, Buyer must deliver a written request (and a complete  
72 copy of the appraisal) to Seller no later than \_\_\_\_ days (40 if none stated) after the Effective Date. *Note: MSC-2020N Appraisal*  
73 *Notice (Part A) may be used for this purpose.* If Buyer does not timely deliver the Appraisal Notice to Seller, this Appraisal  
74 Contingency shall be deemed waived. If the parties do not reach a written agreement to reduce the Purchase Price as requested  
75 within \_\_\_\_ days (5 if none stated) after delivery of the Appraisal Notice to Seller (the "**Appraisal Resolution Deadline**"), then this  
76 Contract shall automatically terminate (with Earnest Money returned to Buyer, subject to §8) unless Buyer waives this Appraisal  
77 Contingency by delivering Notice thereof to Seller on or before the Appraisal Resolution Deadline. *Note: MSC-2020N (Part C)*  
78 *may be used for this purpose.* If the Purchase Price is reduced, the loan amount in Buyer's financing contingency (if any) shall be  
79 proportionately reduced.

80 **B. Financing Contingency.** Check box 1, 2 or 3 below

81 ☒ **1. Not Contingent Upon Financing.** Although not a condition to performance, Buyer may obtain an appraisal and/or finance any  
82 portion of Purchase Price.

83 (Also check the following if applicable): ☐ Pre-Approval Letter/Proof of Funds sufficient to complete the Closing is attached.

84 ☐ **2. Nonconventional.** If this box is checked, then complete and attach applicable Rider: ☐ Government Loan (MSC-2011R) ☐  
85 Seller Financing & Disclosures (MSC-2012R) ☐ Loan Assumption (MSC-2013R) ☐ Other: \_\_\_\_\_.

86 ☐ **3. Conventional.** Buyer agrees to do all things reasonably necessary, including but not limited to completing a loan application,  
87 paying for a credit report, appraisal and any other required fees, providing all information required by lender and otherwise cooperating  
88 fully to make a good faith effort to obtain the financing described below. If Buyer does not deliver Notice, provided by Buyer's lender,  
89 to Seller of Buyer's inability to obtain a loan on the terms described below, by 5:00 p.m. on the date (the "**Loan Contingency Deadline**")  
90 which is \_\_\_\_ days (45 if none stated) after the Effective Date, then this contingency shall be deemed waived and Buyer's performance  
91 under this Contract shall no longer be conditioned upon Buyer obtaining financing; provided however, if such lender will not give Buyer  
92 such Notice, then Buyer may directly notify Seller (on or before the Loan Contingency Deadline) by providing a notarized affidavit that  
93 Buyer has timely complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such Notice from  
94 lender (See MSC-2010A "Buyer's Financing Contingency Affidavit" or MSC-2010B "Non-Individual Buyer's Financing Contingency  
95 Affidavit"). If Buyer has complied with the terms of this subparagraph B.3 and has timely provided Notice to Seller of Buyer's inability  
96 to obtain a loan on the terms described below, then this Contract shall terminate with Earnest Money to be returned to Buyer (subject to  
97 §8).

98 (Complete one or both) Loan amount: \_\_\_\_\_ % of the Purchase Price, or \$ \_\_\_\_\_.

99 Initial interest rate not to exceed: \_\_\_\_\_ %. Amortization term \_\_\_\_\_ years.

100 Rate Type (check one): ☐ Adjustable ☐ Other: \_\_\_\_\_

101 Other terms (N/A if blank): \_\_\_\_\_

102 If there is no appraisal contingency (i.e., if subpart A is not checked above) or the appraisal contingency has been waived or removed,  
103 then failure of the Property to appraise at the Purchase Price will not constitute grounds to exercise this financing contingency.

104 *Note: If the Loan Contingency Deadline passes without a termination, Buyer remains obligated under this Contract and must have*  
105 *available all Funds required to close. A "loan commitment" or "preapproval" does NOT guarantee that Buyer's loan will actually*  
106 *fund.*

107 **6. TITLE/SURVEY.** *Note: Any Seller paid Title Fees set forth below are in addition to any "Seller Concessions" (see §10).*  
108 Seller shall transfer marketable title to the Property subject only to the Permitted Exceptions, as directed by Buyer, by (check one):

109 ☒ general warranty deed, ☐ special warranty deed, or ☐ other \_\_\_\_\_  
110 (the "**Deed**"), properly executed and in recordable form.

111 Within \_\_\_\_ days (10 if none stated) after the Effective Date (check applicable box below):

112 ☐ **A.** Seller shall deliver to Buyer a commitment (the "**Title Commitment**") to issue a current ALTA owner's policy of title  
113 insurance in the amount of the Purchase Price (the "**Owner's Policy**"), both at Seller's cost.

114 ☐ **B.** Seller shall deliver to Buyer a Title Commitment to issue an Owner's Policy (cost of both to be split 50/50 between parties).

115 ☐ **C.** Seller shall deliver to Buyer a Title Commitment, at Seller's cost, to issue an Owner's Policy at Buyer's cost.

116 ☒ **D.** Buyer may order a Title Commitment to issue an Owner's Policy (both at Buyer's cost).



117 The Title Commitment and Owner's Policy shall be issued by Investors Title  
118 (the "**Title Company**"). Buyer, at its sole option, expense and liability, may also obtain a survey of the Property ("**Survey**") to  
119 confirm its legal description and determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies,  
120 or other adverse matters that may be disclosed. **Note:** *All surveys are not alike. Buyer should consult with its lender and Title*  
121 *Company as to their survey requirements and ability to provide full survey coverage. MSC-2500 (Survey/Elevation Certificate Order*  
122 *Form) may be used to indicate the type of survey or service Buyer selects and the company to perform the same*

123 Buyer has 10 days (20 if none stated) to review the Title Commitment after its receipt, including (other than the Permitted  
124 Exceptions as defined below) all use and other restrictions, rights of way and easements, and all other recorded documents which  
125 Buyer may desire to obtain (the "**Review Period**"), and to deliver Notice to Seller of any objections which Buyer has to any matters  
126 shown or referred to therein and/or the Survey ("**Objections**"); provided, however, that if box 6D is checked, then Buyer has 10  
127 days (20 if none is stated) after the Effective Date (which shall be deemed to be the "Review Period") to review all such matters and  
128 deliver Notice of any Objections to Seller. **Note:** *MSC-2055N (Title & Survey Notice) may be used to facilitate the delivery of any*  
129 *Objections.*

130 If Buyer timely objects, Buyer must also deliver a copy of the Survey and/or Title Commitment to Seller pertaining to such  
131 Objections. Seller has 7 days (7 if none stated) after receipt of Buyer's Objections to agree in writing to correct the same, prior  
132 to Closing, at Seller's expense. If Seller does not so agree, then this Contract shall automatically terminate unless Buyer, within  
133 3 additional days (3 if none stated) after Buyer's receipt of Seller's response to Buyer's Objections, agrees in writing to accept  
134 title without correction of such Objections. **Note:** *If Seller fails to timely respond to Buyer's Objections, then Seller shall be*  
135 *deemed to have refused to agree to correct any of them.* If the Contract is terminated under this Section, then the Earnest Money  
136 is to be refunded to Buyer (subject to §8). Seller is solely responsible and liable for clearing any title exception that arises between  
137 the Effective Date and Closing. Any existing monetary lien (other than a lien created as a result of Buyer's actions, and any taxes  
138 or assessments to be prorated at Closing) may be paid out of the Purchase Price proceeds. Subject thereto, any item shown (or which  
139 could have been shown) on the Survey or Title Commitment for which Buyer does not timely deliver a Notice of Objection shall be  
140 deemed waived, and together with all laws and zoning ordinances, are collectively referred to herein as the "**Permitted Exceptions**".  
141 The Owner's Policy must include mechanic's lien coverage. Subject to any Seller Concessions (see §10), Buyer is solely responsible  
142 for the cost of any lender title insurance policy.

143 **7. INSPECTIONS/DUE DILLIGENCE.** Buyer may (subject to the conditions expressly set forth herein), at Buyer's option and  
144 expense, obtain written inspection reports ("**Reports**"), from any qualified inspector, contractor or consultant that Buyer or its lender  
145 may engage, of the Property as deemed necessary by Buyer or its lender (**Note:** *Buyer may use form COM-2045 Commercial*  
146 *Inspection Authorization, to coordinate the inspection process*), including but not limited to the condition or presence (if any) of:

147 * environmental hazards/mold;	153	well, sewer, septic and waste	159	systems and equipment,
148 * insurance cost/availability;	154	water treatment systems;	160	including appliances;
149 * termite and wood destroying	155	* roof and other	161	* heating and air conditioning
150 insect infestation/damage;	156	structural improvements;	162	systems and equipment;
151 * flues and gas lines;	157	* leaks and exterior drainage;	163	* soil condition reports; and
152 * plumbing, including water	158	* electrical and mechanical	164	* governmental inspections.

165 Seller shall, within 10 days (10 if none stated) after the Effective Date, furnish or make available to Buyer for review, copies of  
166 records retained by Seller ("**Records**"), as are in Seller's possession or reasonable control and necessary and appropriate for the use  
167 and occupancy of the Property, or reflecting the income or expenses of the Property (if any), including but not limited to:

168 * plans and drawings;	175	* books;	182	* financial records;
169 * specifications;	176	* computer records;	183	* permits;
170 * survey;	177	* reports;	184	* licenses;
171 * insurance reports;	178	* leases and other occupancy	185	* approvals;
172 * soil condition reports;	179	agreements;	186	* flood plain data;
173 * engineering reports;	180	* contracts;	187	* zoning regulations;
174 * environmental reports;	181	* rent rolls;	188	* general taxes;

189 and the following documents from or for each tenant of the Property (check all that apply):

190 ☐ Estoppel Certificate;  
191 ☐ Subordination, Non-Disturbance and Attornment Agreement (see, e.g., COM-3020);  
192 ☐ Other (Specify)\_\_\_\_\_.

193 Seller agrees to permit Buyer and/or Buyer's lender and their representatives to enter the Property during reasonable business hours  
194 and upon reasonable advance notice to Seller to access such Records and to perform such inspections during the Inspection Period;  
195 provided that such investigations do not unreasonably disrupt the operation of the Property or Seller's business, and/or cause any  
196 material or permanent Property damage. Buyer acknowledges that neither Seller nor anyone on Seller's behalf has made, nor do  
197 they hereby make, any warranties, guarantees or representations as to the past, present or future condition, income, expenses,  
198 operation or any other matter or thing affecting or relating to the Property, excepting only as may be expressly set forth in this  
199 Contract. The Records and the results of any inspection or test and the Reports and conclusions of Buyer and Buyer's representatives  
200 shall be kept confidential (except as required by law) by Buyer and Buyer's representatives; provided that Buyer may disclose such  
201 items to Buyer's attorney, accountants, lenders and other parties reasonably necessary to enable Buyer to evaluate the Property.  
202 Buyer shall directly maintain, and shall cause any contractor or consultant engaged by it or its lender to maintain, adequate insurance  
203 at all times while performing any inspection at the Property. Buyer agrees to immediately repair any damage to the Property, and to  
204 indemnify and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation

205 reasonable attorney fees and court costs, resulting from any inspection of or access to the Property by or on behalf of Buyer, which  
206 obligations shall survive termination of this Contract.

207 Buyer must furnish to Seller a written list of any unacceptable condition(s) pertaining to the Report(s) or the Records (the "**Inspection**  
208 **Notice**", *See COM-2050*) within NA days (*30 days if none stated*) after the Effective Date (the "**Inspection Period**"). **Note:**  
209 **Buyer is allowed to submit only 1 Inspection Notice during the Inspection Period.** If Seller has not received a written Inspection  
210 Notice by the end of the Inspection Period, Buyer shall be deemed to be satisfied with the results of such inspection(s). If timely  
211 Inspection Notice is given, it shall state if: (1) Buyer is satisfied with all inspections; (2) There are unacceptable conditions to be  
212 satisfied by Seller (in a workmanlike manner and prior to scheduled Closing Date, unless otherwise specified); or (3) Buyer elects  
213 to terminate the Contract, with Earnest Money returned to Buyer (subject to §8). Failure to obtain any inspection shall constitute a  
214 waiver and acceptance by Buyer of any condition any inspection may have disclosed.

215 If this Contract is not terminated as provided above, the parties shall have NA days (*14 days if none stated*) after Seller's receipt  
216 of the Inspection Notice (the "**Resolution Period**") to reach a written agreement as to (a) who will complete and pay for the correction  
217 of any unacceptable conditions; (b) a monetary adjustment at Closing in lieu thereof; or (c) a resolution otherwise acceptable to the  
218 parties; or this Contract will automatically terminate with Earnest Money to be returned to Buyer (subject to §8). Either a written  
219 commitment by (a) Seller to meet all requirements originally submitted by Buyer in the Inspection Notice (at Seller's expense prior  
220 to the scheduled Closing Date); or (b) by Buyer to accept the Property without satisfaction of any such requirement; (both scenarios  
221 being referred to herein as a "**Capitulation**") shall constitute an "agreement" for purposes of this paragraph, even if earlier  
222 negotiations failed. Regardless of the Resolution Period timeframe set forth above, if Seller responds by declining to satisfy all items  
223 listed in an Inspection Notice from Buyer, and does not make a counter proposal, then this Contract shall automatically terminate  
224 unless Buyer delivers a Capitulation Notice to Seller within NA days (*2 if left blank*) after Buyer's receipt of Seller's Response (or  
225 the parties reach a mutually acceptable written agreement prior thereto). **Note:** *A monetary adjustment may affect the terms of*  
226 *Buyer's loan (e.g., down payment, interest rate and private mortgage insurance) and may also affect Buyer's ability to obtain any*  
227 *required occupancy permit.*

228 **8. DISPOSITION OF EARNEST MONEY.** Notwithstanding anything herein to the contrary, Escrow Agent and/or Closing  
229 Agent (as the case may be, "**Escrow Holder**") shall not distribute the Earnest Money or any other escrowed funds held by it ("**Escrow**  
230 **Funds**") without the written consent of all parties to this Contract (signatures on the Closing Statement may constitute such consent).  
231 Otherwise, Escrow Holder shall continue to hold said Escrow Funds in escrow until: (1) Escrow Holder has a written agreement  
232 signed by all parties consenting to its disposition; (2) a civil action is filed to determine its disposition (including an interpleader  
233 filed by Escrow Holder), at which time the Escrow Funds may be paid into court, less any attorney fees, court costs and other legal  
234 expenses incurred by Escrow Holder in connection therewith; (3) a court order or final judgment mandates its disposition; or (4) as  
235 may be required by applicable law. A Broker who is holding any Escrowed Funds in dispute between the parties is required by  
236 §339.105.4 RSMo to report and deliver the moneys to the State Treasurer within 365 days of the initial projected Closing Date.  
237 Escrow Holder is hereby authorized to report and deliver any such moneys to the State Treasurer at any time following sixty (60)  
238 days after the initial projected Closing Date (absent receipt of written consent of all parties as set forth above). **Note:** *If an Escrow*  
239 *Holder who is not a licensed real estate broker requires that a separate escrow agreement be executed by the parties, then those*  
240 *separate terms may supersede the terms of this Contract.* Whenever this Contract provides for the return of Earnest Money to  
241 Buyer, Buyer agrees that any expenses incurred by or on behalf of Buyer may be withheld by Escrow Holder and paid to the  
242 applicable service provider(s).

243 **9. LOSS/CONDEMNATION.** Risk of loss to improvements on the Property shall be borne by Seller until Closing. Seller agrees  
244 to maintain Seller's current fire and extended coverage insurance (*if any*) on the Property, and to do ordinary and necessary  
245 maintenance, upkeep and repair, through Closing. If, before Closing, any part of the Property is taken by eminent domain, or if a  
246 condemnation proceeding is filed or threatened against any part thereof (a "**Taking**"), or if any part of the Property is destroyed or  
247 physically damaged through no fault of Buyer, then Seller shall promptly provide Notice to Buyer thereof and if Seller intends to  
248 restore, prior to the scheduled Closing Date, the Property to its condition as of the Effective Date. If Seller restores the Property to  
249 its prior condition before the scheduled Closing Date, then the parties shall proceed to Closing. **Note:** *MSC-2510N (Property*  
250 *Damage Notice) and MSC-2520N (Taking Notice) may be used to deliver Notice of any Property damage (or Taking) and any*  
251 *election made in connection therewith.*

252 If the Property is not to be restored to its prior condition by Seller before the scheduled Closing Date, then Seller shall promptly  
253 provide Buyer with: a copy of any policy(ies) of insurance (or authorize that it be made available); the name and number of the agent  
254 for each policy and written authorization (*if needed*) for Buyer to communicate with the insurer; a copy of any written  
255 communications to and from the condemning authority and/or insurer (*as the case may be*); the policy limits; and (if known) the  
256 amount of proceeds payable on account of such Taking of or physical damage to the Property. Buyer may then either: (1) proceed  
257 with the transaction and be entitled to all insurance proceeds (and/or Taking payments and awards), if any, payable to Seller relating  
258 to any physical damage caused to (or Taking of) the Property, in which case the amount of any such payments theretofore made to  
259 Seller (plus any deductible amount not covered by insurance, but net of any other actual costs incurred) shall be at Buyer's option  
260 either (a) a credit against the Purchase Price otherwise payable by Buyer at Closing, or (b) a credit to Buyer at Closing, and Seller  
261 shall assign to Buyer all such remaining claims and rights to or arising out of any such casualty or Taking, including the right to  
262 conduct any litigation with respect thereto; or (2) rescind the Contract, in which case all parties shall be released from any further  
263 liability under this Contract and the Earnest Money shall be returned to Buyer (subject to §8). Buyer shall give Notice of Buyer's  
264 election to proceed to Closing to Seller within 10 days after Buyer's receipt of Notice of Property Damage (or Taking, as the case

265 may be) and the aforesaid information. Closing will be extended accordingly, if such information is not received by Buyer more  
266 than 10 days prior to the scheduled Closing Date. Seller shall not settle any claim regarding a Taking prior to the Closing (or earlier  
267 termination of this Contract) without Buyer's prior written approval, which shall not be unreasonably withheld, conditioned or  
268 delayed. Buyer's failure to so notify Seller shall constitute an election to rescind this Contract. A rescission does not constitute a  
269 default. This Section shall survive Closing.

270 **10. ADJUSTMENTS/CLOSING COSTS.** Adjustments, charges and Closing costs are agreed to be paid by the parties, with  
271 sufficient Funds to satisfy their respective obligations hereunder, as of the date of Closing. Such matters and the following prorations  
272 shall be itemized on a closing statement prepared by Closing Agent and executed by Buyer and Seller at or prior to Closing (the  
273 "**Closing Statement**"), together with all other documents required of them pursuant to this Contract and/or customarily required by  
274 Closing Agent to complete the Closing. The parties hereby specifically permit the involved Broker(s) to obtain and retain copies of  
275 both Buyer's and Seller's Closing Statements as required by 20 CSR 2250-8.150. *Note: Buyer is cautioned to always call to confirm*  
276 *instructions before sending any Funds via wire transfer.*

277 **Buyer shall pay for (where applicable):**

- 278 (a) hazard insurance premium(s) from and after Closing;
- 279 (b) flood insurance premium if required by lender;
- 280 (c) fees for any Survey or appraisal ordered by or for Buyer;
- 281 (d) Title Company charges (e.g., Closing, recording, escrow, wiring and closing protection letter fees) customarily paid by a buyer  
282 in the County where the Property is located;
- 283 (e) any lender charges (e.g., appraisal/credit report fees, loan discount "points", loan origination/funding fees and other loan  
284 expenses);
- 285 (f) any inspections ordered by or for Buyer;
- 286 (g) special taxes (e.g., Tax Increment Financing Districts, Community Improvement Districts and Neighborhood Improvement  
287 Districts), subdivision and any other owner association assessments ("**Special Assessments**") levied after Closing;
- 288 (h) the value of any heating oil or propane gas left in any tank at the Property (based on supplier current charges);
- 289 (i) agreed upon repairs;
- 290 (j) any applicable municipal, conservation, fire district or other governmental authority occupancy compliance permit fees; and
- 291 (k) any commission or other compensation due from Buyer to the Broker(s).

292 **Seller shall pay for (where applicable):**

- 293 (a) existing liens (recorded and unrecorded) and existing loans on the Property (if not assumed by Buyer);
- 294 (b) any Seller Concessions;
- 295 (c) Title Company charges (e.g., Closing, release, escrow, wire and closing protection letter fees) customarily paid by a seller in the  
296 County where the Property is located;
- 297 (d) any required municipal, conservation, fire district or other governmental authority occupancy compliance inspection fees;
- 298 (e) so-called "one-time" Special Assessments levied before Closing;
- 299 (f) agreed upon repairs; and
- 300 (g) any commission or other compensation due from Seller to the Broker(s).

301 **The parties shall prorate and adjust between them at Closing (based on a 30 day month), with Seller to pay for day of**  
302 **Closing):**

- 303 (a) All current profits, royalties, tolls or earnings arising out of or in connection with the Property ("**Income**"), with Income  
304 delinquent over 30 days to be collected by Seller and not adjusted. Buyer shall, upon receipt, turn over to Seller any rents or Income  
305 received by Buyer after Closing pertaining to any time period prior to Closing and for which no adjustment has been made, after  
306 deducting and crediting any amounts due to Buyer for any time period after Closing;
- 307 (b) general taxes (based on currently available assessment and rate, otherwise based on previous year);
- 308 (c) any installments of Special Assessments becoming due and payable during the calendar year of Closing;
- 309 (d) subdivision upkeep assessments and monthly association fee; and
- 310 (e) flat rate utility charges (including water, sewer and trash).

311 **Seller Concessions:** Notwithstanding the foregoing, at (and only upon) Closing, Seller shall pay ("**Seller Concessions**") up to, but  
312 not to exceed the amount set forth at §3 towards Buyer's Closing costs, prepaids, inspections, lender fees, charges and expenses,  
313 Title Commitment, Owner's Policy or lender title insurance policy costs and fees ("**Title Fees**") paid by Buyer, Buyer's broker fees,  
314 or any other expenses/fees associated with the Closing, all as approved by Buyer's lender (but not to include the cost of any Title  
315 Fees paid by Seller).

316 **11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE.** This Contract is binding on and shall inure to the  
317 benefit of the parties and their respective heirs, successors and permitted assigns. Buyer may not assign this Contract without the  
318 written consent of Seller if: (a) Seller is taking back a note and deed of trust as part of the Purchase Price, or (b) Buyer is assuming  
319 the existing note. Assignment does not relieve the parties from their obligations under this Contract. The parties acknowledge that  
320 Buyer may desire to acquire, and/or Seller may desire to sell, the Property as part of a like-kind exchange ("**Exchange**") pursuant to  
321 §1031 of the Internal Revenue Code (the "**Code**"). Each party agrees to cooperate with the other and its qualified intermediary/  
322 third-party facilitator in connection with any such Exchange; provided, however, in no event shall Closing hereunder be delayed or  
323 affected by reason of an Exchange, nor shall consummation of an Exchange be a condition precedent or subsequent to any obligation  
324 of the parties under this Contract. No party shall, by this Contract or acquiescence to an Exchange, be required to incur any cost or

325 expense, or to acquire or hold title to any real property, for purposes of consummating an Exchange at the request of another party  
326 (the “**Requesting Party**”), or have its rights or obligations hereunder affected in any manner, or be deemed to have warranted to a  
327 Requesting Party that such Exchange in fact complies with the Code. A Requesting Party shall reimburse each other party for any  
328 cost or expense incurred by such non-requesting party with respect to an Exchange.

329 **12. ENTIRE AGREEMENT/MODIFICATION.** This Contract and any rider or attachment hereto (*if any*) constitute the entire  
330 agreement between the parties hereto concerning the Property. There are no other understandings, written or oral, relating to the  
331 subject matter hereof. This Contract may not be changed, modified or amended, in whole or in part, except in writing signed by all  
332 parties.

333 **13. DEFAULT/REMEDIES.** If either party defaults in the performance of any obligation under this Contract, the party claiming  
334 a default shall notify the other party in writing of the nature of the default and the party’s election of remedy. The notifying party  
335 may, but is not required to, provide the defaulting party with a deadline for curing the default. Following a default by either Seller  
336 or Buyer, the other party shall have the following remedies:

337 **A. Seller Defaults.** If Seller defaults, Buyer may: (1) specifically enforce this Contract and recover damages suffered by  
338 Buyer as a result of the delay in the acquisition of the Property; (2) terminate this Contract by Notice to Seller, and agree to release  
339 Seller from liability upon Seller’s release of the Earnest Money and reimbursement to Buyer for all actual costs and expenses incurred  
340 by Buyer (and which are to be specified in Buyer’s Notice of default) as liquidated damages and as Buyer’s sole remedy (the parties  
341 recognizing that it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Seller’s breach,  
342 and that return of the Earnest Money plus all actual costs and expenses incurred by Buyer represents as fair an approximation of  
343 such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity.  
344 If Buyer elects to terminate this Contract, the Earnest Money, less any expenses incurred by or on behalf of Buyer, shall be returned  
345 to Buyer (subject to §8). Buyer’s release of Seller shall not relieve Seller’s liability (*if any*) to the Broker assisting Seller pursuant to  
346 any listing or other brokerage service agreement between them.

347 **B. Buyer Defaults.** If Buyer defaults, Seller may: (1) specifically enforce this Contract and recover damages suffered by  
348 Seller as a result of the delay in the sale of the Property; (2) terminate this Contract by Notice to Buyer, and (subject to §8) retain  
349 the Earnest Money as liquidated damages and as Seller’s sole remedy (the parties recognizing it would be extremely difficult, if not  
350 impossible, to ascertain the extent of actual damages caused by Buyer’s breach, and that the Earnest Money represents as fair an  
351 approximation of such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at  
352 law or in equity. If Earnest Money is retained by Seller as liquidated damages, any right or interest of the Broker assisting Seller  
353 with respect thereto shall be as set forth in the listing or other brokerage service agreement entered into between them.

354 **14. PREVAILING PARTY.** In the event of any litigation between the parties pertaining to this Contract, the prevailing party  
355 shall be entitled to recover, in addition to any damages or equitable relief, the costs and expenses of litigation, including court costs  
356 and reasonable attorney fees. The provisions of this Section shall survive Closing or any termination of this Contract.

357 **15. SELLER’S DISCLOSURE STATEMENT.** (*check one*)

358 ☐ **A.** Buyer confirms that before signing this offer to purchase, Buyer received a Seller’s Disclosure Statement for the Property.  
359 The Seller’s Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is advised to address  
360 any concerns Buyer may have about information in the Seller’s Disclosure Statement by use of contingencies under this Contract.

361 ☐ **B.** Seller agrees to provide Buyer with a Seller’s Disclosure Statement within \_\_\_\_ days (*1 if none stated*) after the Effective Date.  
362 Buyer has \_\_\_\_ days (*3 if left blank*) after delivery of the Disclosure Statement to review it and deliver Notice to Seller if this Contract  
363 is to be terminated, (with Earnest Money to be returned to Buyer, subject to §8). If Buyer does not timely deliver Notice of  
364 termination to Seller, then Buyer shall be deemed to have accepted the Disclosure Statement without objection.

365 ☒ **C.** No Seller’s Disclosure Statement will be provided by Seller.

366 **Seller confirms that the information in the Seller’s Disclosure Statement (*if any*) is (or when delivered will be) accurate, to**  
367 **the best of Seller’s knowledge. Seller will fully and promptly disclose in writing to Buyer any new information pertaining to**  
368 **the Property that is discovered by or made known to Seller at any time prior to Closing and constitutes an adverse material**  
369 **fact or would make any existing information set forth in the Seller’s Disclosure Statement false or materially misleading.**

370 **16. LEAD-BASED PAINT DISCLOSURE.** If required by law, Seller has provided a Disclosure of Information of Lead-Based  
371 Paint and/or Lead-Based Paint Hazards form.

372 **17. WALK-THROUGHS/UTILITIES.** Buyer, its representatives and any inspector whose report prompted a request for repairs,  
373 shall each have the right to enter and “walk-through” and verify the condition of the Property upon reasonable advance Notice from  
374 Buyer prior to Closing. “Walk-throughs” are not for the purpose of conducting a new inspection, but only for Buyer to confirm that:  
375 (1) the Property is in the same general condition as it was on the Effective Date; and (2) any repairs which are required or agreed  
376 upon (*if any*) are completed in a workmanlike manner. **Note:** *MSC-2600N (Walk-Through Notice) may be used for this purpose.*  
377 Waiver of any inspection does not waive the right to a “walk-through”. Closing does not relieve Seller of any obligation to complete  
378 any repairs agreed upon or required by this Contract. Seller will arrange, at Seller’s expense, to have all utilities turned on through  
379 Closing (unless utilities have been transferred to Buyer).



380 **18. SIGNATURES.** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all  
381 of which shall constitute one and the same instrument. For purposes of executing or amending this Contract, or delivering a Notice  
382 pursuant hereto, an approved standard form or other written document which is signed and transmitted by any electronic method  
383 deemed valid in accordance with the Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile  
384 machine, digital signature or a scanned image, such as a pdf via e-mail, is to be treated as an original signature and document.

385 **19. GOVERNING LAW/CONSTRUCTION.** This Contract shall be construed in accordance with the laws of the State of  
386 Missouri, including the requirement to act in good faith. The terms “**Seller**” and “**Buyer**” may be either singular or plural, masculine,  
387 feminine or neuter gender, according to whichever is evidenced by the signatures below. Section captions in this Contract are  
388 intended solely for convenience of reference and will not be deemed to modify, restrict or explain any provision of this Contract. If  
389 any provision herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality  
390 or unenforceability shall not be deemed to terminate this Contract or to affect any other provision hereof, but rather this Contract  
391 shall, to the fullest extent permitted by law, remain in full force and effect and be construed as if such invalid, illegal or unenforceable  
392 provision(s) had never been contained herein; provided, however, that such provision(s) may be referred to in order to determine the  
393 intent of the parties.

394 **20. NOTICES.** Any notice, consent, approval, request, waiver, objection or other communication (collectively, “**Notice**”) required  
395 under this Contract (after its acceptance) to be delivered to Seller shall be in writing and shall be deemed delivered to Seller upon  
396 delivery thereof to the Broker (or any of its affiliated licensees) assisting Seller, whether as a limited agent, designated agent acting,  
397 dual agent or transaction broker. Likewise, any Notice to be delivered to Buyer shall be in writing and shall be deemed delivered to  
398 Buyer upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Buyer, whether as a limited agent, designated  
399 agent, dual agent, transaction broker or Seller’s subagent. Refusal to accept service of a Notice shall constitute delivery of the  
400 Notice.

401 **21. RIDERS.** In addition to any other Riders that have been marked as included, the following are also attached and incorporated  
402 herein as part of this Contract: (*check and identify form no. and title for all*)

403 ☒ Mediation arbitration rider ☐ \_\_\_\_\_  
404 ☐ \_\_\_\_\_ ☐ \_\_\_\_\_

405 *Note: This Contract is designed for use in connection with completed construction. If used for new construction, an appropriate*  
406 *rider, addressing things such as approval of final plans, selection of available options, ability and procedures to submit change*  
407 *orders, completion deadlines and consequences for failure to meet the same, inspections, construction loan disbursing, warranties,*  
408 *and anything else that may be important to your situation, should be attached.*

409 **22. SPECIAL AGREEMENTS.** (*complete only if applicable*)

410 \*\*Earnest money to be delivered within 2 days of approval by City Council. Contract is contingent upon approval by  
411 the City of Berkeley City Council at their meeting October 7, 2024.

412 \_\_\_\_\_  
413 Property is being purchased with cash, and in its as is condition, without inspections. Subject to clear title.

414 \_\_\_\_\_  
415 Tenant(s) residing in 6132 Hancock must permanently vacate the premises prior to closing.

416 **23. LICENSEE PERSONAL INTEREST DISCLOSURE.** (*complete only if applicable*)

417 \_\_\_\_\_ (*insert licensee name*)

418 is a real estate broker or salesperson, and is (*check one or more, as applicable*):

419 ☐ a party to this transaction;  
420 ☐ a principal of and/or has a direct or indirect ownership interest in ☐ Seller ☐ Buyer; and/or  
421 ☐ an immediate family member of ☐ Seller ☐ Buyer. *Specify:* \_\_\_\_\_

422 **24. SOURCE(S) OF BROKER(S) COMPENSATION.** (*check one or more boxes below as applicable*)

423 ☒ Seller ☐ Buyer (*Note: actual compensation shall be determined by applicable brokerage service agreements or as*  
424 *otherwise negotiate as part of this Contract*)

425 (*check only if applicable*) ☐ Buyer is requesting Seller pay compensation (from proceeds of the sale) to, or Listing Broker shares  
426 compensation with, Broker assisting Buyer at Closing. *Note: Form MSC-4025R “Compensation Agreement Rider” can be used*  
427 *for this purpose.*

428 Seller and Buyer each represent and warrant to the other and to the Broker(s), that the Broker(s) identified in the Brokerage  
429 Relationship Section below is (are) the only real estate broker(s) involved in this sale.

430 **25. BROKERAGE RELATIONSHIP.** Buyer and Seller confirm that disclosure of the undersigned licensee(s) brokerage  
431 relationship, as required by law or regulation, was made to the Seller and/or Buyer or their respective Broker (as the case may be),  
432 by said undersigned licensee(s), no later than the first showing of the Property, upon first contact, or immediately upon the occurrence  
433 of any change to their relationship.

434 **Licensee assisting Buyer is a:** (Check appropriate boxes)  
435 ☐ **Buyer's Limited Agent** (acting on behalf of Buyer)  
436 ☐ **Seller's Limited Agent** (acting on behalf of Seller)  
437 ☐ **Dual Agent** (acting on behalf of both Buyer & Seller)  
438 ☒ **Transaction Broker Assisting Buyer** (not acting on behalf  
439 of either Buyer or Seller)  
440 ☐ **Subagent of Seller** (acting on behalf of Seller)  
441 ☐ (Also check here if serving as a designated agent)

442 **Licensee assisting Seller is a:** (Check appropriate boxes)  
443 ☐ **Seller's Limited Agent** (acting on behalf of Seller)  
444 ☐ **Buyer's Limited Agent** (acting on behalf of Buyer)  
445 ☐ **Dual Agent** (acting on behalf of both Seller & Buyer)  
446 ☒ **Transaction Broker Assisting Seller** (not acting on behalf of  
447 either Seller or Buyer)  
448 ☐ (Also check here if serving as a designated agent)

449 By signing below, the licensee(s) confirm making timely disclosure of its brokerage relationship to the appropriate parties.

450 Meglio Realty Group, LLC. MGLO01  
451 **Broker's Firm Assisting Buyer**  
452 Broker's Firm State License # 2011034213  
453 By (Signature) \_\_\_\_\_  
454 Licensee's Printed Name: Cheryl Meglio  
455 Licensee's State License # 2000153276  
456 Date: \_\_\_\_\_

Meglio Realty Group, LLC. MGLO01  
**Broker's Firm Assisting Seller**  
Broker's Firm State License # 2011034213  
By (Signature) \_\_\_\_\_  
Licensee's Printed Name: Cheryl Meglio  
Licensee's State License # 2000153276  
Date: \_\_\_\_\_

457 **26. FRANCHISE DISCLOSURE/BROKERS ROLE.** Although one or more of the Brokers may be a member of a franchise, the  
458 franchisor is not responsible for the acts of said Broker(s). Buyer (and all involved real estate licensees, including the broker(s) assisting  
459 Buyer and/or Seller and their respective licensees identified in §25 above, collectively, the "**Brokers**") may be present during any time  
460 of permitted access to the Property. Brokers' presence at the Property at any time shall only serve to assist in the coordination of and  
461 compliance with the terms of this Contract, and not in any way be interpreted as providing Brokers with special knowledge or  
462 understanding of any results. The parties will rely only upon results provided by appropriate expert(s), and acknowledge that Brokers  
463 have no expertise or responsibility in analyzing or interpreting those results. The parties will not rely upon the Brokers in any way as  
464 to the selection or engagement of any particular company to serve as a lender, appraiser, title company, surveyor or for any  
465 inspection/repair, warranty, settlement or other service ("**Service Provider**"). Such services may be offered by more than one company,  
466 and the determination to select and engage a particular Service Provider is to be determined solely by the parties as agreed upon herein.  
467 The parties should consider, but not be limited by, the existence of errors and omissions insurance, liability insurance, business and  
468 professional licensure, membership in professional associations and years of experience.

469 ***Note:** Under Missouri law, Brokers are immune from liability for statements made by engineers, land surveyors, geologists,*  
470 *environmental hazard experts, wood destroying inspection and control experts, termite inspectors, mortgage brokers, home inspectors,*  
471 *or other home inspection experts unless: (1) the statement was made by a person employed by a Broker; (2) the person making the*  
472 *statement was selected and engaged by the Broker; or (3) the Broker knew prior to Closing that the statement was false (or acted in*  
473 *reckless disregard as to whether the statement was true or false). A Broker shall not be the subject of any action and no action shall be*  
474 *instituted against a Broker for any information contained in any Seller disclosure furnished to Buyer, unless the Broker is a signatory*  
475 *to such, knew prior to Closing that the statement was false, or acted in reckless disregard as to whether it was true or false. Acting as*  
476 *a courier of documents shall not be considered to be making any statement contained in such documents.*

477 **27. SALES INFORMATION.** Permission is hereby granted by Seller and Buyer for the Broker(s) to provide, effective as of and  
478 after the Closing, sales information of this transaction, including Purchase Price and Property address, to any multi-listing service,  
479 local Association or Board of REALTORS®, its members, member's prospects, appraisers and other professional users of real estate  
480 data.

481 **28. FIRPTA.** Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act (26  
482 U.S.C. §1445) and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number. If Seller is a foreign  
483 person, then Buyer must comply with applicable FIRPTA withholding and remittance requirements. Any amount required to be  
484 withheld to satisfy FIRPTA requirements shall be taken solely from the net proceeds due Seller. If the net proceeds are not sufficient  
485 to satisfy applicable FIRPTA requirements, then Seller shall deliver to Closing Agent, as a condition to Closing, the additional Funds  
486 necessary to satisfy the applicable FIRPTA withholding requirements. The parties should seek independent tax advice and legal  
487 counsel regarding FIRPTA and any other tax matters.

488 **29. ANTI-TERRORISM.** Each party hereto represents and warrants to each other party and to the Broker(s), that such party is  
489 not, and is not acting, directly or indirectly, for or on behalf of any person or entity, named as a Specially Designated National and  
490 Blocked Person (as defined in Presidential Exec. Order 13224), or with whom you are prohibited to do business under anti-terrorism  
491 laws.

492 **30. ACCEPTANCE DEADLINE/EFFECTIVE DATE.** Buyer's offer to purchase the Property shall automatically expire if  
493 Seller has not accepted it by Noon .m., on October 8 (the "Acceptance Deadline"). This offer may  
494 be accepted by: (1) Seller signing it; and (2) providing timely notice of such acceptance (which may be given orally or in writing) to  
495 Buyer or to the licensee assisting Buyer (*i.e.*, on or before the Acceptance Deadline). This Contract will become valid and legally  
496 binding at such time. The "Effective Date" of this Contract shall be the date adjacent to the signature of the last party to sign this  
497 Contract.  
498 **31. TIME IS OF THE ESSENCE. Time is of the essence in the performance of the parties obligations under this Contract.**  
499 All references to a specified time shall mean Central Time. As used herein, a "day" is defined as a 24-hour calendar day, seven (7)  
500 days per week.

501 ☐ Check box if additional signatures are needed and attach Additional Signature Page (MSC-5070).

502 **SELLER ACCEPTS OFFER (Sign Below)**

503  
504 **BUYER** **Date** **SELLER** **Date and Time**  
505 Printed Name: Nathan Nai-Lombardo, City Mgr. Printed Name: Maurice Floyd, Sr., President

506  
507 **BUYER** **Date** **SELLER** **Date and Time**  
508 Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

509 *If signing on behalf of a trust or other legal entity,* *If signing on behalf of a trust or other legal entity,*  
510 *please print its name and your title below:* *please print its name and your title below:*

511 \_\_\_\_\_

512 Printed Entity Name: City of Berkeley, Mo Printed Entity Name: Tabernacle of Faith and Deliverance COGIC, FKA Tabernacle of Faith & Deliverance, Inc

513 Title(s): City Manager Title(s): Pastor & President

514 **SELLER REJECTS OFFER (Initial) \_\_\_\_\_**

515 **SELLER COUNTER-OFFERS (Initial) \_\_\_\_\_**  
516 Counter Offer form MSC-2040, which amends the terms of  
517 this offer, is attached and incorporated into this Contract

Approved by legal counsel for use exclusively by current members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Contract be made.

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