

CCO FORM: RW22  
Approved: 4/96 (RMH)  
Revised: 01/11 (AR)  
Modified:

ROUTE I-64  
COUNTY St. Louis  
JOB NO.  
FEDERAL NO.  
EXCESS NO. E6-1137

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
SALES AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Seller") and \_\_\_\_\_ (hereinafter, "Purchaser").

WITNESSETH:

WHEREAS, the Seller, in consideration of the terms and conditions hereinafter contained, hereby agrees to sell and convey to the Purchaser a tract of land lying situated and being in the County of St. Louis, State of Missouri, the general location of which is as follows:

A TRACT OF LAND BEING PART OF LOT 9 OF WEST RIDGE ESTATES PLAT ONE, RECORDED IN PLAT BOOK 147, PAGES 6 & 7 OF THE ST. LOUIS COUNTY RECORDS, SECTION 10R, T45N R5E, CITY OF CHESTERFIELD. ST. LOUIS COUNTY, MO.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT BEING THE NORTHERN COMMON CORNER OF LOTS 9 AND 10 OF WEST RIDGE ESTATES PLAT ONE; THENCE ALONG THE COMMON LINE OF SAID LOTS 9 AND 10, S57°35'31E, 142.34' TO A POINT BEING THE SOUTHERN COMMON CORNER OF SAID LOTS 9 AND 10; THENCE ALONG THE SOUTHEAST LINE OF SAID LOT 9, N58°04'03"E, 117.81' TO A POINT ON THE SOUTHERN RIGHT-OF-WAY LINE OF CHESTERFIELD PARKWAY SPUR, SAID POINT BEING 55' PERPENDICULAR DISTANCE FROM STATION 8+53 ON THE CENTERLINE OF CHESTERFIELD PARKWAY SPUR; THENCE ALONG SAID SOUTHERN RIGHT-OF-WAY LINE N68°13'04"W, 222.11' TO A POINT. SAID POINT BEING 55' PERPENDICULAR DISTANCE FROM STATION 6+30.89 ON THE CENTERLINE OF CHESTERFIELD

PARKWAY SPUR; THENCE S56°24'29"W, 17.41' TO A POINT ON THE RIGHT-OF-WAY LINE OF BATESVILLE COURT; THENCE LEAVING SAID SOUTHERN RIGHT-OF-WAY LINE OF CHESTERFIELD PARKWAY SPUR ALONG SAID BATESVILLE COURT AND A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 54', AN ARC LENGTH OF 62.20', A CHORD BEARING OF S0°35'33"E AND CHORD DISTANCE OF 58.82' TO THE POINT OF BEGINNING. ACCORDING TO A SURVEY PREPARED BY THE MISSOURI DEPARTMENT OF TRANSPORTATION DATED SEPTEMBER 16th 2011.

CONTAINING 0.351 ACRES MORE OR LESS.

WHEREAS, the Seller agrees to sell and convey the above-described property within ninety (90) days from the date hereof upon the prompt and full performance by the Purchaser.

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

(1) PURCHASE PRICE: \_\_\_\_\_ Dollars (\$) will be paid to the Seller as follows:

(A) Ten Percent (10%) Earnest Money: The Purchaser hereby tenders to the Seller, at the signing of this Agreement, a sum equal to ten percent (10%) of the total purchase price as earnest money on the above-described property, dollars (\$ ). This earnest money deposit is to be forfeited in case of default in the payment of the total purchase price and any special terms of this Agreement, as set forth below.

(B) Balance of Payment: The Purchaser agrees to pay the balance of said consideration by a cashier's check or money order for this sale upon final approval of the Agreement by the Seller and delivery of the executed deed to the Purchaser within the above specified ninety (90) day period for completing this transaction. The balance to be paid by the Purchaser to the Seller is (\$ ). If the sale is not approved by the Seller and the transaction is not closed within this ninety (90) day time limit, the entire Agreement shall become null and void and the earnest money deposit heretofore made to the Seller shall be returned to the Purchaser.

(2) ABUTTERS RIGHTS: The deed of conveyance will contain a reservation for limitation of access unless no access rights are being reserved.

THIS CONVEYANCE is made upon the express condition that Grantee, their successors and assigns, shall have no right of direct access from the land herein conveyed to the adjacent highway now known as I-64, the South Outer Forty Road or Chesterfield Parkway Spur, I-64, and South Outer 40, including its right of way, all such rights of direct access being reserved by Grantor.

However, Grantee will have the usual right of access to Batesville Court.

(3) UTILITIES RESERVATIONS: A utility clause will be included in the deed of conveyance if there are utilities on the property.

GRANTEE, by acceptance of this conveyance, covenants and agrees for itself, its successors and assigns, to allow known or unknown utility facilities currently located on the property, whether of record or not, to remain on the property, and to grant the current and subsequent owners of those facilities the right to maintain, construct and reconstruct the facilities and their appurtenances over, under, and across the land herein conveyed, along with the right of ingress and egress across the land herein conveyed to and from those utilities.

Grantee by acceptance of this conveyance, covenants and agrees for itself, its successors and assigns: to allow known or unknown utility facilities currently located on the property, whether of record or not, to remain on the property; to grant the current and subsequent owners of those facilities the right to maintain, reconstruct, increase, remove or alter the facilities and their appurtenances on, over, under and across the land herein conveyed; to permit the utility facility owners to trim and remove trees and vegetation inconsistent with or detrimental to the utility facilities or the safety of persons and property; to grant the utility facility owner the right of ingress and egress across the land herein conveyed to and from those utilities.

(4) SURVEY: The Seller will cause the property to be surveyed by a registered land surveyor at its sole cost and at no cost to the Purchaser.

(5) SPECIAL CONDITIONS (such as curbing, fencing, drainage, access): The completion of any special conditions, as set out below, and the application of any permits, as necessary, shall be completed before the sale is closed.

See attached "Exhibit A".

(6) CONVEYANCE: Conveyance will be by quitclaim deed releasing any and all interest the Seller has in the above-described property. It is incumbent upon purchasers to seek their own professional opinion as to the resulting state of the title. The Seller will not provide a commitment for title insurance, supplemental abstract or property survey. If the Purchaser desires to obtain a commitment for title insurance or a supplemental abstract, and if in so doing the Purchaser determines that the

requirements for obtaining fee title are unsatisfactory, the Purchaser shall have thirty (30) days from date of signing this Agreement in which to advise the Seller in writing of the unsatisfactory requirements and void the contract. Purchaser will be responsible for payment of all fees associated with recording the conveyance documents.

(7) ENTIRE AGREEMENT; AMENDMENTS: This Agreement constitutes the entire agreement between the parties. Any change in this Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Purchaser and the Seller.

(8) SELLER (COMMISSION) REPRESENTATIVE: The Commission's district engineer is designated as the Seller's representative for the purpose of administering the provisions of this Agreement.

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The Purchaser shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) ASSIGNMENT: The Purchaser shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Seller.

(11) NONWAIVER: No delay or failure by either party to exercise or enforce any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise provided herein.

(12) EXTENSION OF CLOSING DATE: If both parties are in agreement, the time period for closing this transaction can be extended by attaching an "Addendum" specifying a new date for closing.

(13) APPROVAL OF COMMISSION: This sale is subject to the approval of the Commission and is not final until it has been approved by the Commission. Should the Commission, in its discretion, not approve this transaction, this contract shall be null and void and the Purchaser's earnest money deposit shall be returned to the Purchaser within ninety (90) days of the consideration of the Agreement by the Commission.

IN WITNESS WHEREOF, the said parties herein have executed this Agreement on the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By \_\_\_\_\_

\_\_\_\_\_  
(Title)

PURCHASER:

By: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_