

CCO FORM: RW22  
Approved: 4/96 (RMH)  
Revised: 7/07 (AR)  
Modified:

ROUTE I-44/55  
COUNTY City of StL  
JOB NO. UI-892(2)  
EXCESS NO. E6-897

**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 \_\_\_\_\_, State of Missouri, to wit:

A tract of land located in part of City Block 396 and a portion of a roadway vacated by Ordinance 47351, City of St. Louis, MO, being more particularly described as:

COMMENCING at the Northern Right of Way line of Geyer Ave. (60') and the Western Right of Way line of Menard (60'), thence Westerly along the aforementioned Right of Way line of Geyer Ave., 294.53 feet to the POINT OF BEGINNING; thence, North 63 Degrees 14 Minutes 14 Seconds East, 225.32 feet; thence, South 19 Degrees 36 Minutes 34 Seconds West, 162.29 feet; thence, North 70 Degrees 41 Minutes 25 Seconds West to the POINT OF BEGINNING, containing 12,613 square feet, 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 \_\_\_\_\_ dollars (\$\_\_\_\_\_). 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) OUTDOOR ADVERTISING: The deed of conveyance shall contain a reservation prohibiting the construction, erection or maintenance of billboards or advertising signs other than signs advertising activities conducted on the property or services and products therein provided.

(3) 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(s), their successors and assigns, shall have no right of direct access from the land herein conveyed to the adjacent highway now known Interstate Route 44 or Interstate Route 55, including their right of way, all such rights of direct access being reserved by Grantor, except there shall be the usual right of direct access to any adjacent alley. Grantee must obtain approval of the City of St. Louis to gain access from city streets.

(4) 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.

THIS CONVEYANCE is made subject to easements of record and for the construction or maintenance of utility facilities in place, if any, on the above described tract of land.

(5) SPECIAL CONDITIONS: 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.

The conveyance deed will contain the following language: "GRANTEE should consult with the State Historic Preservation Office (SHPO) and local historic preservation groups concerning the possibility of intact archaeological sites on this parcel, prior to ground-disturbing activities thereon. Consultation with the SHPO is required on all projects involving federal funds or federal permits."

(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: \_\_\_\_\_