

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

ROUTE 13/248
COUNTY Stone
JOB NO. J8P0452B
FEDERAL NO. n/a
EXCESS NO. E80420/11829

**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 Stone, State of Missouri, the general location of which is as follows:

All that part of the following-described parcels which lie westerly of the westerly right of way line of Relocated Route 13/248, containing 1.596 hectares (3.94 acres), more or less.

A part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 25, Township 24, Range 23, described as follows: Beginning at the Southeast corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence North 420 feet; thence West to the East R/W of the County Road, as now located; thence Southeasterly along R/W to the South line of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence East to the point of beginning, as recorded in Book 152 at Page 631 in the office of the Recorder of Deeds for Stone County.

A part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 25, Township 24, Range 23, described to-wit: Beginning at a point on the Northeasterly R/W of a public road, said point being North 139.81 feet and East 801.75 feet from the Southwest corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence North 45° 53' West along R/W 99.00 feet; thence North 40° 51' West along R/W 298.56 feet; thence North 50° 36' East 243.09 feet; thence North 28° 07' West 32.00 feet; thence North 66° 49' East 157.74 feet; thence North 84° 27' East 173.77 feet; thence South 65° 23' East 161.06 feet; thence South 84° 11' East 88.10 feet; thence South 3° 03' East 190.41 feet; thence South 58° 19' West 552.25 feet to the point of beginning. (EXCEPT any of the above-described land contained in Warranty Deed recorded in Book 139, Page 994-995, described as: A part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 25, Township 24, Range 23, described as follows: Beginning

at the Southeast corner of said SE¹/₄ of the SW¹/₄; thence North 420 feet; thence West to the East R/W of the County Road, as now located; thence Southeasterly along R/W to the South line of said SE¹/₄ of the SW¹/₄; thence East to the point of beginning.) as recorded in Book 152 at Page 672 in the office of the Recorder of Deeds for Stone County.

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: Twenty-Two Thousand Six Hundred and no/100 dollars (\$ 22,600.00) 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, Two Thousand Two Hundred Sixty and no/100 dollars (\$ 2,260.00). 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 Twenty Thousand Three Hundred Forty and no/100 dollars (\$ 20,340.00).

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__, __ successors and assigns, shall have no right of direct access from the land herein conveyed to the adjacent highway now known as Relocated Route 13-248 including its right of way, all such rights of direct access being reserved by Grantor.

(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 ____, __ 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.

*Purchaser will also be asked to execute an exclusive utility easement to Empire District Electric Company for the continued use and maintenance of their existing lines.

(4) 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.

(5) 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.

(6) 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.

(7) 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.

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

(9) 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.

(10) 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.

(11) 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: _____