

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

ROUTE 367
COUNTY St. Louis
JOB NO. J6U1085B
FEDERAL NO.
EXCESS NO. E6-942

**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, to wit:

A tract of land being part of Lots 2 and 3 of the partition of the Estate of Walter Williams situated in Section 28, Township 47 North, Range 7 East, St Louis Co, Missouri being described further as:

Beginning at the Northwest Corner of Lot 6, of the Amended Plat of Westgate Estates Addition as recorded in Plat Book 100 Page 50, St Louis Co, Missouri recorders office; thence, S00°27'52"W, 119.33 feet; thence, N89°13'00"W, 150.00 feet; thence, N00°27'52"E, 110.00 feet; thence, N87°13'24"E, 150.24 feet containing 17,199 square feet or 0.39 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: **Twenty-Two Thousand, and NO/100 Dollars (\$22,000.00)** 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 and NO/100 Dollars (\$2,200.00)**. 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 **Nineteen Thousand, Eight Hundred and NO/100 Dollars (\$19,800.00)**. 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) 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, their successors and assigns, shall have no right of direct access from the land herein conveyed to the adjacent highway now known as Route 367, including its right of way, all such rights of direct access being reserved by Grantor.

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

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

(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.

Purchaser shall grant a permanent easement to "Northgate Estates Subdivision Trustees, Inc." on the date of closing for the purpose of erecting and maintaining a subdivision monument. The legal description of said easement shall be as follows:

A tract of land being situated in Section 28, Township 47 North, Range 7 East, St Louis Co, Missouri being described further as:

Commencing at the Northwest Corner of Lot 6, of the Amended Plat of Westgate Estates Addition as recorded in Plat Book 100 Page 50, St Louis Co, Missouri recorders office; thence, S00°27'52"W, 119.33 feet; thence, N89°13'00"W, 150.00 feet; thence, N00°27'52"E, 79.95 feet to the point of beginning; thence, N87°13'24"E, 14.02 feet, thence, N00°27'52"E, 30.05 feet; thence, S87°13'24"W, 14.02 feet; thence, S00°27'52"W, 30.05 feet to the point of beginning containing 421.3 square feet, more or less.

(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: _____