

Auction Notes and Information

Conveyance of this property will be by Quitclaim Deed and will include an environmental assessment clause and utility easement clause as indicated on the attachment. It will be the buyers responsibility to seek their own opinion as to the state of title. At the time of closing, conveyance documents will be provided for the buyer to grant easements for existing utilities. The sale of the property will not be final today. Today's auction will determine the approved purchasing price. The sale will not be final until the Missouri Highways and Transportation Commission gives final approval of the sale.

The Sales Agreement must be signed by the purchaser and the purchaser must provide a 10% deposit on the day of sale. The check or money order should be made payable to "The Department of Revenue, Credit State Road Fund". The balance is required from purchaser upon Commission approval and delivery of the fully executed Quitclaim Deed. All recording fees will be the responsibility of the purchaser.

It is the intention of the Missouri Highways and Transportation Commission to deed all property and property rights that are owned by the Missouri Highways and Transportation Commission and no more. It is not the intention of the Missouri Highways and Transportation Commission to convey any property or property rights legally belonging to other parties. It is the responsibility of the purchasing party to acquire title insurance, if so desired.

This property contains 2.82 acres, more or less. There are no improvements on the property. MoDOT shall have 30 days after closing to remove the temporary bridge stored on the site.

Missouri Highways and Transportation Commission reserves the right to reject any and/or all bids. Any announcements made on the day of sale supersede any prior written or verbal information.

ENVIRONMENTAL ASSESSMENT CLAUSE

The Missouri Department of Transportation (MoDOT) has conducted a field investigation of the Maintenance Lot. Based on the field investigation (which is a visual observation of the lot) and a review of the department's records concerning past use of the lot, it appears that there is currently no apparent environmental contamination present due to the past activities of MoDOT on this lot. However, MoDOT's findings are based solely on the information from the visual observation and review of department files. This finding does not in any manner constitute a certification or guarantee with regard to the cleanliness of this site.

In the event a future environmental problem arises in the vicinity of the Maintenance Lot, MoDOT expressly reserves the right to have access to the property to conduct additional investigations to determine if the environmental problem is related to past activities by MoDOT at the lot or attributed to activities that have taken place since MoDOT owned the lot. Grantee agrees to immediately notify MoDOT if such a future environmental problem arises, and grants MoDOT the right of reasonable access on the property to conduct investigation or testing.

UTILITY EASEMENT

Grantee, by acceptance of this conveyance, does hereby acknowledge the presence and/or potential presence of existing utility facilities within the boundaries of the herein described property. Grantee, along with its successors and assigns, do hereby covenant and agree to permit 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 facilities.