

CCO FORM: RW22  
Approved: 4/96 (RMH)  
Revised: 1/00 (RMH)  
Modified:

ROUTE  
COUNTY  
JOB NO.  
FEDERAL NO. \_\_\_\_\_  
PARCEL NO.  
EXCESS NO.

**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:

See "Exhibit A"

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) Earnest Money: The Purchaser hereby tenders to the Seller, at the acceptance of this Agreement, One Hundred Thousand Dollars (\$100,000). 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.

*All direct access to the thruway of State Highway Route 364 (D-Page Avenue), Ramp 3 and River Valley Road Connection from the land herein conveyed is prohibited. Access is available to River Valley Road Connection (now known as Maryland Heights Expressway) as described in the Consent Judgment.*

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

(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.

none

(6) CONVEYANCE: Conveyance will be by quitclaim deed releasing any and all interest the Seller has in the above-described property. The Seller will not provide a commitment for title insurance or supplemental abstract. 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. In such event the Seller will refund the full deposit to the Purchaser.

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

## EXHIBIT A

A tract of land being part of property conveyed to Southwest Farm by Deed recorded in Book 7269 Page 509 of the St. Louis County Records, being in U.S. Survey 3094, Township 48 North, Range 5 East of the Fifth Principal Meridian, St. Louis County, Missouri and being more particularly described as follows:

Commencing at the Southwest corner of property conveyed to John Pellet and Earl Stolte by deed recorded in Book 8966 Page 142 of the St. Louis County Records, said point being in the West line of U.S. Survey 3094, and being also 606.23 feet perpendicularly distant East of Page Avenue centerline Station 24+940.886 meters; thence along the West line of aforesaid property conveyed to Southwest farm South 22 degrees 13 minutes 50 seconds East 1843.34 feet to the actual point of beginning of the description herein; thence North 04 degrees 49 minutes 38 seconds East 988.87 feet to a point being 1047.31 feet perpendicularly distant East of Page Avenue, centerline Station 25+235.592 meters; thence North 45 degrees 00 minutes 02 seconds East 141.79 feet to a point being 1178.53 feet perpendicularly distant East of Page Avenue, centerline Station 25+219.224 meters; thence along a line being 300.00 feet perpendicularly distant South of and parallel to the South line of River Bottom Road, 40 feet wide, South 72 degrees 05 minutes 38 seconds East 876.31 feet to a point being 618.90 feet perpendicularly distant West of River Valley Road Connection, centerline Station 9+071.371 meters; thence South 05 degrees 01 minutes 23 seconds West 1493.79 feet to a point being 180.43 feet perpendicularly distant West of River Valley Road Connection, centerline Station 9+533.785 meters; thence South 81 degrees 50 minutes 28 seconds East 82.00 feet to a point being 98.43 feet perpendicularly distant West of River Valley Road Connection, centerline Station 9+533.765 meters; thence South 12 degrees 21 minutes 25 seconds West 448.27 feet to a point being 131.23 feet perpendicularly distant West of River Valley Road Connection, centerline Station 9+670.000 meters; thence North 68 degrees 48 minutes 47 seconds West 188.18 feet to a point being 213.25 feet perpendicularly distant North of Ramp 1 centerline Station 0+400; thence North 88 degrees 29 minutes 18 seconds West 481.98 feet to a point being 218.29 feet perpendicularly distant North of Ramp 1 centerline Station 0+258.748 meters; thence along the aforesaid West line of Southwest Farm property, North 22 degrees 13 minutes 50 seconds West 972.30 feet to the point of beginning and containing 41.836 acres, together with a perpetual non-exclusive easement 20 feet wide as described in Paragraph 4 of Consent Judgment recorded in Book 17674 Page 1637 in the St. Louis County Recorder of Deeds Office.

All direct access to the thruway of State Highway Route 364 (D-Page Avenue), Ramp 3 and River Valley Road Connection is prohibited except as set out above.

Grantor also reserves an easement across a 20' wide strip of land being part of the above-described tract of land and being more particularly described as follows:

Commencing at the intersection of the centerline of Missouri State Highway D, also known as State Highway Route 364, Station 26+284.236m with the centerline of River Valley Road

connection, Station 10+000m; thence along the said centerline of River Valley Road connection, North 08 degrees 09 minutes 32 seconds East 1082.62 feet to a point; thence leaving said centerline North 81 degrees 50 minutes 28 seconds West 131.23 feet to a point being 131.23 feet perpendicularly distant West of River Valley Road connection centerline Station 9+670.000m said point being the Actual Point of Beginning of the description herein; thence along the Northeast right-of-way line of aforesaid Missouri State Highway D, also known as Station Highway Route 364, North 68 degrees 48 minutes 47 seconds West 188.18 feet to a point being 213.25 feet perpendicularly distant Northeast of Ramp 1 centerline Station 0+400m; thence North 66 degrees 29 minutes 18 seconds West 461.96 feet to a point being 216.29 feet perpendicularly distant Northeast of Ramp 1 centerline Station 0+258.748m; thence leaving said Northeast right-of-way line and along the East line of property conveyed to Cora Stolte Homeplace by deed recorded in Book 12403, Page 1021 of the St. Louis County Records, North 22 degrees 13 minutes 50 seconds West 28.66 feet to a point; thence leaving said East line; South 66 degrees 29 minutes 18 seconds East 482.08 feet to a point; and South 68 degrees 48 minutes 47 seconds East 184.67 feet to a point in the aforesaid West right-of-way line of River Valley Road connection; thence along said West right-of-way line, South 12 degrees 21 minutes 25 seconds West 20.24 feet to the POINT OF BEGINNING, containing 13,169 square feet according to calculations by Bax Engineering Company during May, 2008. Said easement is to allow Grantor access to Grantor's land.

All centerline stations referenced in this description are given in meters.