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

ROUTE 291
COUNTY Jackson
JOB NO. J4U0932
PARCEL NO. 29
EXCESS NO. E4-0241

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

The subject is located in the northeast quadrant of Routes 291 & 150 in Lee's Summit, MO. It is irregular in shape and contains approximately 1.16 acres.

The exact legal description of the tract of land that is the subject of this Agreement shall be determined by a survey to be prepared by a licensed surveyor as further provided for in this Agreement, and shall appear in the quitclaim deed.

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) ABUTTERS RIGHTS: The deed of conveyance will contain a reservation for limitation of access as follows:

> This conveyance is made upon the express condition that Grantee, himself, his heirs, successors and assigns shall have no right of direct access from the land herein conveyed to the adjacent highways now known as Route 150 and Route 291 and its ramps, all such rights of direct access being reserved by Grantor.

(3) SURVEY: The Seller will cause the property to be surveyed by a registered land surveyor at its sole cost and at no cost to the Purchaser.

(4) CONVEYANCE: Conveyance will be by special warranty 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 _____ , 2011.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By _____

_____
(Title)

PURCHASER:

By: _____

Address: _____

Telephone: _____

Date: _____