

CCO FORM: RW22
Approved: 4/96 (RMH)
Revised: 08/10 (AR)
Modified:

ROUTE: 185
COUNTY: Franklin
JOB NO.: J6S1850
FEDERAL NO. _____
PARCEL NO.: 26(Remnant)
EXCESS NO.: E6-1018

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

A tract of land located in the City of Sullivan, being part of Block A of Fairview Tract in the West half of the Northeast Quarter of Section 17, Township 40 North, Range 2 West of the 5th P.M. as per plat of record in Plat Book C, Page 79 in the Office of Recorder of Deeds in Franklin County, Missouri and being more particularly described as being bounded on the East, South, West and Northwest by the East, South, West and Northwest property lines of a tract of land now or formerly owned by LONNIE K. SCOTT, TRUSTEE UNDER LONNIE K. SCOTT REVOCABLE TRUST AGREEMENT DATED JUNE 12, 2000, AN UNDIVIDED ½ INTEREST, AND SHERI L. SCOTT, TRUSTEE UNDER SHERI L. SCOTT REVOCABLE TRUST AGREEMENT DATED JUNE 12, 2000, AN UNDIVIDED ½ INTEREST, and recorded on November 1, 2000 as Reference #: 189803 and recorded in Book 1288 Page 00875 in the Franklin County Recorder's Office, (hereinafter referred to as "SCOTT TRACT"); said East property line being also the existing West street line of Jackson Street and said Northwest property line being also the existing Southeast right of way line of West Springfield Road; and on the Northeast, North, Northwest and East by a line described as beginning at a point in the said East property line of said "SCOTT TRACT" and the said existing West street line of Jackson Street, being 24.85 feet perpendicular distance West of Station 11+05.27 on the hereinafter described centerline of Jackson Street; thence Northwesterly to a point 48.20 feet radial distance South of Station 26+55.62 on the hereinafter described centerline of Elmont Road; thence Westerly to a point 52.54 feet radial distance South of centerline Station 26+14.32; thence Southwesterly to a point 104.84 feet perpendicular distance Southeast of Station 25+22+81 on the hereinafter described centerline of West Springfield Road; thence Southwesterly to a point 35.00

feet perpendicular distance Southeast of centerline Station 23+15.32; thence Northerly to a point in the said Northwest property line of said "SCOTT TRACT" and said existing Southeast right of way line of West Springfield Road, being 30.00 feet perpendicular distance Southeast of centerline Station 23+19.76, and containing 0.85 of an acre.

The centerlines of Route 185, Elmont Road, Jackson Street, West Springfield Road and the baseline of the South Outer Road of Interstate Route 44 are described as follows:

COMMENCING at a set 5/8 inch Iron Pin located at the corner of Sections 7, 8, 17 and 18, in Township 40 North, Range 2 West in Franklin County, Missouri, as witnessed by Richard L. Elgin, L. S. No. 1682-MO, and as recorded on September 22, 2004 at the Department of Natural Resources as Document Number 600-74386; thence extending South 89 degrees 22 minutes 04 seconds West for a distance of 849.89 feet to P.T. Station 6+48.51 on the centerline of Route 185, BEING THE POINT OF BEGINNING; thence extending Northwesterly along said centerline of Route 185 and along the arc of a curve to the right, having a radius of 572.96 feet for a distance of 329.18 feet to P.C. Station 3+19.33, BEING A POINT OF ENDING.

BEGINNING AGAIN at P.T. Station 6+48.51 on the centerline of Route 185; thence extending South 88 degrees 37 minutes 58 seconds East along said centerline of Route 185 for a distance of 179.51 feet to centerline P.C. Station 8+28.02; thence extending Northeasterly along said centerline and along the arc of a curve to the left, having a radius of 930.00 feet for a distance of 177.27 feet to P.T. Station 10+05.29; thence extending North 80 degrees 26 minutes 46 seconds East along said centerline for a distance of 319.29 feet to P.C. Station 13+24.58; thence extending Southeasterly along said centerline and along the arc of a curve to the right, having a radius of 930.00 feet for a distance of 170.26 feet to P.T. Station 14+94.84; thence extending South 89 degrees 03 minutes 53 seconds East along said centerline for a distance of 674.39 feet to P.C. Station 21+69.23; thence extending Southeasterly along said centerline and along the arc of a curve to the right, having a radius of 730.00 feet for a distance of 125.97 feet to P.T. Station 22+95.20; thence extending South 79 degrees 10 minutes 41 seconds East along said centerline for a distance of 260.66 feet to Equation Station 25+55.86 BACK on the centerline of Route 185 equals centerline Station 25+55.86 AHEAD on the centerline of Elmont Road; thence extending South 79 degrees 10 minutes 41 seconds East along said centerline of Elmont Road, for a distance of 20.54 feet to centerline P. C. Station 25+76.40, BEING A POINT OF ENDING.

BEGINNING at Equation Station 25+55.86 BACK on the centerline of Route 185 equals centerline Station 25+55.86 AHEAD on the centerline of Elmont Road; thence extending South 79 degrees 10 minutes 41 seconds East along said centerline of Elmont Road for a distance of 20.54 feet to P.C. Station 25+76.40; thence extending Southeasterly along said centerline of Elmont Road and along the arc of a curve to the left, having a radius of 730.00 feet for a distance of 136.33 feet to P.T. Station 27+12.73; thence extending South 89 degrees 52 minutes 41 seconds East along said centerline of Elmont Road for a distance of 787.27 feet to centerline Station 35+00.00, BEING A POINT OF ENDING.

BEGINNING at Station 26+90.62 on the centerline of Elmont Road; said Station being also Station 10+00.00 on the centerline of Jackson Street; thence extending South 00 degrees 26 minutes 16 seconds East along said centerline of Jackson Street for a distance of 200.00 feet to centerline Station 12+00.00, BEING A POINT OF ENDING.

BEGINNING at Equation Station 25+55.86 BACK on the centerline of Route 185 equals centerline Station 25+55.86 AHEAD on the centerline of Elmont Road; said Station being also Station 25+55.86 on the centerline of West Springfield Road; thence extending Northeasterly along said centerline of Route 185 and along the arc of a curve to the left, having a radius of 1,000.00 feet for a distance of 245.01 feet to centerline P. T. Station 28+00.87, BEING A POINT OF ENDING.

BEGINNING AGAIN at Equation Station 25+55.86 BACK on the centerline of Route 185 equals centerline Station 25+55.86 AHEAD on the centerline of Elmont Road; said Station being also Station 25+55.86 on the centerline of West Springfield Road; thence extending Southwesterly along said centerline of West Springfield Road and along the arc of a curve to the right, having a radius of 1,000.00 feet for a distance of 65.06 feet to P. C. Station 24+90.80; thence extending South 48 degrees 03 minutes 17 seconds West along said centerline of West Springfield Road for a distance of 675.56 feet to P.T. Station 18+15.24; thence extending Southwesterly along said centerline and along the arc of a curve to the left, having a radius of 5,000.00 feet for a distance of 116.50 feet to P.C. Station 16+98.74; thence extending South 46 degrees 43 minutes 11 seconds West along said centerline for a distance of 689.17 feet to P. T. Station 10+09.57; thence extending Southwesterly along said centerline and along the arc of a curve to the left, having a radius of 700.00 feet for a distance of 253.44 feet to Equation P. C. Station 7+56.13 BACK on the centerline of West Springfield Road equals P. C. Station 7+56.13 AHEAD on the baseline of the South Outer Road of Interstate Route 44; thence extending South 25 degrees 58 minutes 33 seconds East along said baseline of the South Outer Road of Interstate Route 44 for a distance of 156.13 feet to baseline Station 6+00.00, BEING THE POINT OF ENDING.

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 One Hundred Thirty Thousand dollars (\$130,000.00) 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, _____ 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 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 highways and streets known as State Route 185, West Springfield Road, Elmont Road, and Jackson Street, including its right of way, all such rights of direct access being reserved by Grantor. However, Grantee, their successors and assigns, shall have the usual right of direct access to Jackson Street on the East, from a point being 24.85 feet perpendicular distance West of Jackson Street centerline Station 11+05.27 southerly to the South property line of the land herein conveyed.

ALSO see Section (4) of this Sales Agreement.

(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 itself, its 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.

(4) SPECIAL CONDITIONS- ACCESS: The Purchaser agrees to undertake the following actions with respect to roadway improvements on the abutting roadways to the subject property:

1. A traffic signal at the intersection of Elmont and Springfield shall be installed within 6 months of the closing on the property, regardless of whether the property is developed by the buyer. The buyer shall complete the traffic analysis, design and construction of the new signals. The traffic analysis

shall assess the future impacts of the development on the existing intersection to complete an accurate design of the traffic signal system. The signal shall meet all MoDOT requirements and standards.

2. Petition the City of Sullivan for the vacation of Division Street.
3. Apply to the Commission for a permit to acquire a break in access onto West Springfield, and follow all permit processes required for a break in access to the Commission's satisfaction.

(7) 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.

(8) 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.

(9) 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.

(10) 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.

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

(12) 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.

(13) 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.

(14) 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: _____