

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 15

In the County Commission of said county, on the

24th

day of

June

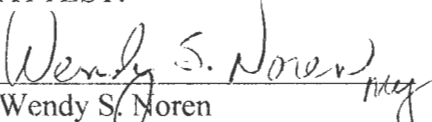
20 15

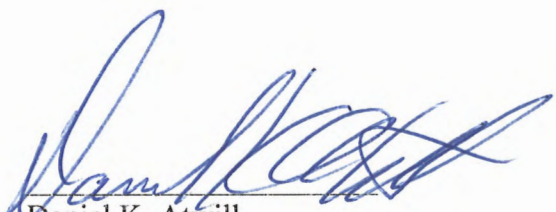

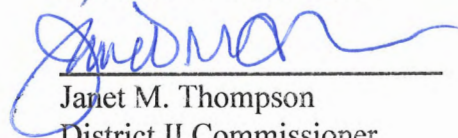
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the contract of purchase with MoDOT for the purchase of the MoDOT facility in Hallsville located at 950 E. Highway 124, Hallsville, MO, for a purchase price of \$450,000.00.

Done this 24th day of June, 2015.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
District I Commissioner

Janet M. Thompson
District II Commissioner

CCO FORM: RW22
Approved: 4/96 (RMH)
Revised: 01/15 (AR)
Modified:

ROUTE 124
COUNTY Boone
JOB NO. Hallsville Maint. Site
FEDERAL NO.
PARCEL NO.
EXCESS NO. CD-0814

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SALES AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Seller") and Boone County, Missouri, by and through its County Commission (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 Boone, State of Missouri, the general location of which is as follows:

A TRACT OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 50 NORTH, RANGE 13 WEST, IN BOONE COUNTY, MISSOURI BEING A PORTION OF THE TRACT DESCRIBED BY THE DEED RECORDED IN BOOK 1543 AT PAGE 436 OF THE BOONE COUNTY RECORDS AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 30 FEET RIGHT OF MISSOURI HIGHWAY 124 CENTERLINE STATION 17+00.1, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY; THENCE LEAVING SAID RIGHT-OF-WAY S 0° 21' 58" E, 637.60 FEET; THENCE S 89° 40' 30" W, 1250.51 FEET; THENCE N 0° 50' 02" E, 203.81 FEET; THENCE N 89° 09' 58" W, 367.90 FEET TO A POINT 30 FEET RIGHT OF THE 1931 U.S. HIGHWAY 63 CENTERLINE STATION 593+91.2, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY; THENCE WITH SAID RIGHT-OF-WAY N 6° 15' 32" E, 126.80 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF P.C. STATION 595+18; THENCE CONTINUING WITH SAID RIGHT-OF-WAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 603.0 FEET AND AN ARC LENGTH OF 247.5 FEET, THE LONG CHORD BEARS N 5° 29' 24" W, 245.76 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF MISSOURI HIGHWAY 124, BEING 100 FEET RIGHT OF STATION 0+78.1 OF THE 1931 PLANS OR 14+20 OF THE NEW PLANS; THENCE WITH SAID SOUTHERLY RIGHT-OF-WAY S 89° 09' 58" E, 480.00 FEET TO A POINT 100 FEET RIGHT OF STATION 5+58.1 OF THE 1931 PLANS OR 19+00 OF THE NEW PLANS; THENCE CONTINUING WITH SAID RIGHT-OF-WAY N 55° 52' 40" E, 122.09 FEET TO A POINT 30 FEET RIGHT OF STATION 6+58.1 OF THE 1931 PLANS OR 20+00 OF THE NEW PLANS; THENCE CONTINUING WITH SAID RIGHT-OF-WAY S 89° 09' 58" E, 157.72 FEET TO A POINT 30 FEET RIGHT OF STATION 8+17.8 OF THE 1931 PLANS;

THENCE CONTINUING WITH SAID RIGHT-OF-WAY N 89° 38' 02" E, 882.31 FEET TO THE BEGINNING AND CONTAINING 21.06 ACRES. THIS TRACT MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

Save and Except the 1.00 acre tract described in the Survey recorded in Book 3684, Page 174 and the Special Warranty Deed recorded in Book 3757, Page 203 of the Boone County Records.

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 Special Warranty 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: **Four Hundred Fifty Thousand dollars (\$450,000.00)** 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, **Forty Five Thousand dollars (\$45,000.00)**. 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 **Four Hundred Five Thousand dollars (\$405,000.00)**. 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) ABUTTERS RIGHTS: The deed of conveyance will contain a reservation for limitation of access unless no access rights are being reserved.

"no access rights reserved"

(3) UTILITIES RESERVATIONS: A utility clause will be included in the deed of

conveyance if there are utilities on the property.

(4) 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.

(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 agrees to complete and execute the "Application for Transfer of Operating Permit" to transfer the sewage lagoon operating permit. Upon receipt of the completed and executed "Application for Transfer of Operating Permit" the seller will submit the application to Missouri Department of Natural Resources.

(6) INSPECTION/REVIEW PERIOD; RIGHT TO DECLINE TITLE: The Purchaser shall have the following rights to inspect the Property:

(A) Purchaser Review / Inspection and Termination Right: Purchaser shall have 30 days from effective date of this Agreement ("Purchaser's Inspection Period") to inspect and review the Commission Property, itself, and to conduct such environmental, soil, engineering, building component or other tests, studies and inspections, with respect to the Property as Purchaser deems necessary, including asbestos and lead paint inspections of the Property buildings, considering that only an inspection performed by certified inspectors can confirm or deny the presence of asbestos and/or lead based paint. Purchaser shall take all the EPA required precautions while conducting the environmental inspections.

(B) If during Purchaser's Inspection Period Purchaser is not satisfied with the results of any tests, studies or inspections, then Purchaser, in its sole and absolute discretion, may choose to decline taking title to the Property by giving written notice to the Commission of such decision on or before the date of the expiration of Purchaser's Inspection Period. Purchaser's action to decline taking title to the Property under this paragraph shall render this agreement null and void. If Purchaser fails to provide the written notice provided for herein before expiration of Purchaser's Inspection Period, then the right of Purchaser to decline taking title to the Property pursuant to this paragraph shall be deemed waived.

(C) Access to the Property. Purchaser shall have the right to access the Property during Purchaser's Inspection Period for the purposes of conducting the inspections, tests and studies set forth in this paragraph. Access shall be limited to reasonable times and shall require prior notice, and Purchaser shall take all the necessary EPA mandated precautions while conducting the tests and inspections, and ensure it does not materially interfere with the Commission's business. The Commission shall not impede the investigation unreasonably. Purchaser shall indemnify and hold the Commission harmless (which indemnity shall survive the Closing) from any loss, claim, liability or cost, including without limitation, damage to the Property, injury to persons, and

claims of mechanic's or materialmen's liens, caused by Purchaser's entry and conduct of tests at the Property. Further, Purchaser shall be obligated to repair within the reasonable time specified in writing by the Commission to Purchaser any damage caused to the Property during said investigation, unless the Commission excuses the same in writing.

(7) 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.

(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.

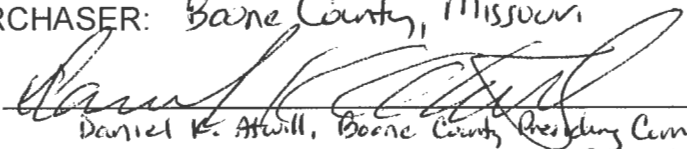
(14) APPROVAL OF COMMISSION: This sale is subject to the approval of the Commission and is not final until it has been approved by the Commission. Should the Commission, in its discretion, not approve this transaction, this contract shall be null and void and the Purchaser's earnest money deposit shall 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 July 29, 2015.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By 
District Engineer
(Title)

PURCHASER: Boone County, Missouri

By: 
Daniel K. Atwill, Boone County Presiding Commissioner

Address: 801 E Walnut, Ste 211 Columbia MO 65201

Telephone: 573-886-4414

Date: 7/24/2015



Recorded in Boone County, Missouri

Date and Time: 10/28/2015 at 03:15:54 PM

Instrument #: 2015023043 Book: 4514 Page: 42

Instrument Type: WD

Recording Fee: \$33.00 S

No. of Pages: 4



CCO FORM: RW04A
Approved: 03/10 (AR)
Revised: 08/14 (AR)
Modified:

COUNTY: Boone
ROUTE: 124
PROJECT: Hallsville Maint. Site
FED. PROJECT: N/A
PARCEL: CD-0814

SPECIAL WARRANTY DEED

(1) PARTIES: THIS AGREEMENT, made this 7 day of October, 2015, between the State of Missouri, acting by and through the MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, (hereinafter, "Grantor") and **BOONE COUNTY, MISSOURI, by and through it's County Commission**, (hereinafter, "Grantee").

Grantor's Address: P.O. Box 718, Jefferson City, MO 65102

Grantee's Address: 801 E. Walnut, Suite 211, Columbia, MO 65201

(2) CONSIDERATION: The Grantor, in consideration of the sum of **Four Hundred Fifty Thousand Dollars** (\$450,000.00), to it paid by the Grantee, the receipt of which is hereby acknowledged, does hereby bargain and sell, convey and confirm fee simple title in the real estate described in this deed.

(3) PROPERTY DESCRIPTION: The Grantor conveys to the Grantee a tract of land, lying situated and being in the County of Boone, State of Missouri, described as follows:

A tract of land located in the North Half of the Southeast Quarter of Section 13, Township 50 North, Range 13 West, in Boone County, Missouri, as described in attached Exhibit A.

(4) RIGHTS OF GRANTEE: Grantee shall obtain all rights, privileges, appurtenances and immunities belonging to the Grantor, its successors and assigns forever.

(5) SPECIAL WARRANTY: Grantor hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises hereby conveyed and that since acquiring its interest it has placed no encumbrances on the property except as set out in this Deed. The Grantor covenants that it will warrant and defend the title to said premises unto the Grantee and unto its successors and assigns, forever, against the lawful claims and demands of all persons claiming by, through or under the Grantor, but none other.

(6) DATE: IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

By


Stephen R. Miller, Chair

ATTEST:

By


Secretary to the Commission

Pamela J Harlan

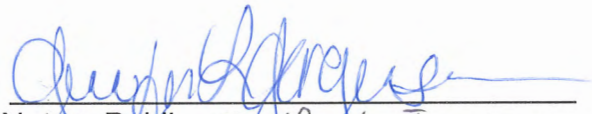


ACKNOWLEDGMENT BY COMMISSION

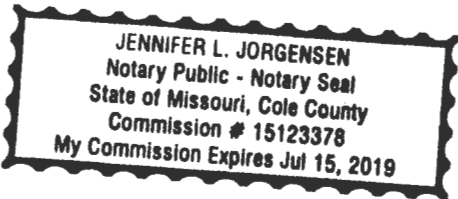
STATE OF MISSOURI)
)
COUNTY OF Butler) SS

On this 7 day of October, 2015, before me appeared Stephen R. Miller personally known to me, who being by me duly sworn, did say that he/she is the Chair of the Missouri Highways and Transportation Commission and the seal affixed to the foregoing instrument is the official seal of said Commission and that said instrument was signed in behalf of said Commission by authority of the Missouri Highways and Transportation Commission and said Stephen R. Miller acknowledged said instrument to be the free act and deed of said Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.


Notary Public Jennifer L. Jorgensen

My Commission Expires: July 15, 2019




**Exhibit A
Legal Description**

A tract of land located in the North Half of the Southeast Quarter of Section 13, Township 50 North, Range 13 West, in Boone County, Missouri, being the tract described by a Survey recorded in Book 1617 Page 429 and the General Warranty Deed recorded in Book 1622 page 779 of the Boone County records.

Subject to a 20' wide permanent access and utility easement along the east side of grantor's property as shown on the survey recorded in Boone County, Missouri, at Book 3684, Page 174.

Save and Except the 1.00 acre tract described in the Survey recorded in Book 3684, Page 174 and the Special Warranty Deed recorded in Book 3757, Page 203 of the Boone County Records.


Joseph M. Bax
Missouri Registration No. L.S. 2300



Date: 8/19/15

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.

Grantee by acceptance of this conveyance, covenants and agrees for itself, its heirs, successors and assigns, to permit all known and unknown utilities (to include the provision of water, electricity, sanitary and storm sewer, natural gas, telecommunications services) existing as of the date of the deed, to remain on the property for the purpose of maintaining, constructing or reconstructing, replacing, upgrading or removing utility lines and their appurtenances over, under or across the lands herein conveyed, which shall include the right of reasonable ingress and egress in, to, over and through the property to access their facilities for the purposes set forth in this paragraph.