

Missouri
Department
of Transportation



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Pete K. Rahn, Director



2007 Missouri Quality Award Winner

**ADDENDUM 002
REQUEST FOR PROPOSALS
REAL ESTATE MARKETING AND CONSULTING SERVICES
RFP NUMBER: 6-081103FR**

Offerors should acknowledge receipt of Addendum 002 (TWO) by signing and including it with the original proposal. The due date for receipt of proposals remains unchanged by this Addendum. Accordingly, the attached **“Questions and Answers List”, “Changes to Exhibit A - Property List”, “Add Point Values to the Evaluation Factors”, Exhibit B “Exclusive Right to Sell Agreement” (listing agreement) and Exhibit C “Sales Agreement”** are believed to be of general interest to all potential Offerors. All other terms and conditions remain unchanged and in full force.

<p>OFFEROR'S FIRM NAME:</p> <p>_____</p> <p>_____</p> <p>Name and Title of Signer (Print or type)</p>	<p>Name and Title of Department Authority:</p> <p>Frankie J. Ryan, MPA, CPPO, CPPB Procurement Agent</p> <p>Missouri Department of Transportation</p>
<p>_____</p> <p>(Signature of person authorized to sign)</p>	<p>(file original signed)</p> <p>_____</p> <p>(Authorizing Signature)</p>
<p>Date Signed:</p>	<p>Date Signed: October 20, 2008</p>

QUESTIONS AND ANSWERS LIST

Page 1 of 5

Question 1: I was wondering what firms have been providing this service in the preceding period. I am interested in partnering to provide this service and want to be able to explain to others the nature of the organizations that have provided this service in the past.

Response 1: This is the first time these particular services have been requested to be provided in this manner. In the past, each property was individually listed when it was identified.

Question 2: It appears that most of the work will be performed by a real estate/appraisal firm with very little engineering or surveying required. We are curious to know if MoDOT sent this RFP to pre-qualified engineering firms so that real estate/appraisal firms would perform the work as a subconsultant to a pre-qualified firm. Please clarify MoDOT's expectation for contracting these services.

Response 2: This solicitation does allow for a team approach so the Offeror's have an opportunity to provide an entrepreneurial spirit to explore new excess property possibilities. MoDOT anticipates that the Contractor(s) would also be able to identify and propose properties not previously identified as excess. These properties may or may not involve a large level of services.

It is not MoDOT's intent to limit any provider from offering such a team approach, or from offering other approaches that would satisfy the needs of MoDOT as outlined in the RFP. This RFP is designed to allow for the consultant services to be awarded separate from the marketing services, but it may be awarded to a single entity.

Question 3: Is the environmental documentation required to receive the "Categorical Exclusion" being performed in-house by MoDOT? Or, will MoDOT be hiring a consultant to perform this work?

Response 3: This will be provided by MoDOT's in-house environmental staff.

Question 4: Page 12, number 2 asks for information about the ability of the Offeror to meet the project schedule but we did not see a project schedule in the RFP. If there is a schedule, would you please provide it?

Response 4: There is a contract term, but no overall project schedule. Each property will have a separate schedule, which will be its listing term.

QUESTIONS AND ANSWERS LIST

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- Question 5:** Please provide the standard forms that MoDOT uses for real estate. These forms are described on page 6, number 2. a.
- Response 5:** THE MHTC “Exclusive Right to Sell Agreement” (listing agreement) and “Sales Agreement” are attached hereto. Please note these are examples only. These documents are subject to modification by the MHTC, as necessary. The “Brokers Duties” to be attached to the Listing Agreement shall be agreed by both parties and shall show that the Broker is to act as a Seller’s Broker, not as a Transaction or Buyer’s Broker.
- Question 6:** On the Consulting Services section of the proposal, is MoDOT expecting that to be a time and materials cost proposal?
- Response 6:** No. We are expecting the pricing structure of the proposals to reflect that the Consulting Services will be in conjunction with the marketing plan(s) established with the Marketing Services provider. MoDOT also anticipates that many of the properties may be selected to be marketed without using Consulting Services.
- Question 7:** Were federal funds involved in the acquisition of any of these properties? If yes, should it be assumed that federal rules in regards to the sales procedures must be followed?
- Response 7:** Yes. MoDOT's sales process has Federal Highways Administration (FHWA) oversight. MoDOT anticipates obtaining FHWA approvals, as necessary, prior to any FHWA-oversight parcels being marketed. Any negotiated price that is below the accepted appraised value may require MoDOT to seek additional approval from the FHWA and MHTC.
- Question 8:** The RFP indicates that the vendor shall not be paid for services until MHTC receives proceeds from the sale. However, what happens if as part of the Consulting Services, costs are incurred to in preparation for a sale but the sale never occurs through no fault of the vendor such as an appropriate sale price can not be obtained or FHWA does not allow the sale. Will the vendor be paid for services rendered?
- Response 8:** No fees shall be paid without the closing of a sale. The Offeror’s pricing of the proposal shall reflect that.
- Question 9:** Is it the intent that payment for fees for consulting services, which can be contracted separately from the marketing services, also be delayed until MHTC receives proceeds from the sale of the subject property?
- Response 9:** Yes.

QUESTIONS AND ANSWERS LIST

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Question 10: Is it the intent that payment for fees for consulting services, which can be contracted separately from the marketing services, also will be contingent upon the closing of the sale of the subject property?

Response 10: Yes

Question 11: Is MHTC able to provide additional information for the list of properties included in Exhibit A for the below?

- Preliminary Title Work
- Boundary Lines
- Dimensions of Sites
- Environmental Studies

Response 11: Not at this time. It is expected that all available information will be presented upon the individual listing of each property.

Question 12: *Per Section (4), Article A, Item 1, Offeror to take into account that payment shall be contingent upon the closing of the sale of the property within six (6) months of the contract period.*

Is the Intent that a success fee will be paid in addition to fees for services rendered to the Offeror if the sale occurs within the first six (6) months?

Please clarify the intent as it appears the Offeror will not be paid for services rendered after 6 months of the contract.

Response 12: No. This six month period is the time extended beyond each listed property in which a fee could yet be earned with a sale. The contract period is the time in which individual properties can be listed with the Contractor.

Question 13: In today's real estate market it is difficult to project the timeframe in which a site will sell. We believe a more reasonable contract period should reflect twelve (12) months.

Response 13: The term of each listing will be negotiated with each separate property added.

Question 14: *Section 2, B., 2., b, Property List.* This seems to say MHTC can take properties which Offeror has been working to sell, off the market, at any time, without compensation to Offeror, for work Offeror expended promoting sale of the property. Is this the intent?

Response 14: The property exhibit is intended to be representative of the properties that will be available to list with the Marketing Contractor. Not all properties described will be listed. It is the intent that additional properties will be added and listed

QUESTIONS AND ANSWERS LIST

Page 4 of 5

with the Contractor. Each parcel to be sold will be listed individually with the Marketing Contractor. The listing agreements shall include a provision for reimbursement of costs in the event of withdrawal of the property from the sale process. The occurrence of such a withdrawal is not foreseen at this time, but the listing agreement will allow for reimbursement of direct costs associated with the particular sale should the possibility become reality.

Question 15: *Section 3, M.* Appears to state MHTC can cancel contracts, with Offeror, at any time, for “such reasons.” Is “such reasons” limited to failure to adhere to requirements stipulated in Section 3 or does it include other reasons? If so, what are those reasons? The wording of the first sentence implies that MHTC can cancel the contracts at will, without cause. Is this the intent? Does Offeror get paid for work prior to cancellation?

Response 15: As well as Contractor failing to adhere to the requirements of the RFP, “such reasons” may include, but not be limited to, budgetary constraints, canceling the contract because MHTC has identified other uses for the properties, etc. Conditions may change whereby a property can no longer be considered as excess to the system. Each parcel engaged by a listing agreement shall provide for the payment of actual direct costs incurred if the listing is withdrawn by MHTC prior to its expiration. No other fees shall be paid.

Question 16: *Section 3, T, Indemnification.* Does the MHTC give the same protection to Offeror, for claims arising from MHTC’s actions?

Response 16: No. The law does not allow this.

Question 17: *Section 3, V, Non-Exclusivity.* This seems to say that MHTC can contract with two or more Offerors to simultaneously market the same property. Is that what it’s saying? This also implies that while a contract is in force with an Offeror, MHTC can do the same work in-house. Is this what it is saying? If so, does the Offeror get paid?

Response 17: No. This contract would allow MHTC to decide the process for properties on an individual basis, but the intent is to list any individual property with only one Contractor. All MHTC excess will not necessarily fall within this contract. Properties shall be listed individually. MHTC may otherwise choose to market any property in-house without any consultant services, or choose an alternate marketing process and Contractor. Within the scope of the RFP at hand, MHTC may choose multiple providers that represent specific regions or property types.

QUESTIONS AND ANSWERS LIST

Page 5 of 5

Question 18: *Section 4, 1, Pricing and Signature.* This seems to say an Offeror will not be paid for consulting work on a property, if the property is not sold within 6 months of the completion of the consulting work. Is this the intent?

Also, it seems that an Offeror who procures a buyer under the terms of the marketing agreement with MHTC, will not be paid if the sale doesn't close within 6 months of the expiration or cancellation of the marketing agreement. Is that what it is saying?

Response 18: The consulting work must be paid from the sale proceeds. No fees can be paid without a sale. Each listing agreement will be for a specific term, and also allow for an additional six months beyond that term for a closing.

Question 19: What is the geographical scope of the RFP? Would our office be responsible for the entire state or a region?

Response 19: We are looking for services to cover the State. That goal may be achieved by a single service provider or by multiple providers. The outcome shall depend upon proposals received.

Question 20: What do the Consulting Services referenced in the RFP consist of?

Response 20: The services are stated in Section 1(a) through 1(e). Few, if any properties shall require all services noted, and many shall require none. These services may be required on a per-parcel basis. The possibility is presented with this RFP, however, for a consultant/marketing team to seek out and identify new potential excess property not initiated by the MHTC. In such a case, the consulting services may include the engineering and design necessary to create a marketable property, while simultaneously eliminating the beneficial use of the property to the MHTC. The Contractor would identify possible excess, determine its feasibility, and present a proposal for the excess project for the scrutiny of the district Asset Management Committee (a.k.a. Realty Services Committee).

Question 20: What types of properties does MODOT have to dispose of?

Response 20: Please refer to Addendum 001 "Property List". It should be noted that not all of the properties appearing within the RFP will be listed with the Contractor, and it is intended that other properties may be listed with the Contractor that are not presented in the RFP.

CHANGES TO EXHIBIT A "PROPERTY LIST"

REMOVE THE FOLLOWING PROPERTY FROM THE LIST:

LACLEDE COUNTY

NE QUADRANT OF ROUTE 5 AND OAKWOOD PLACE, LEBANON, 0.79 acres

ADD THE FOLLOWING PROPERTIES TO THE LIST:

CAPE GIRARDEAU COUNTY

3.30 ACRES WITHIN THE CITY OF CAPE GIRARDEAU, NORTH SIDE OF Route 74, EAST OF ROUTE 61

BUTLER COUNTY

EAST SIDE OF ROUTE 67 SOUTH OF ROUTE PP.

NODAWAY COUNTY

7 ACRES ROUTE 71 BYPASS AT JADE ROAD (OLD ROUTE CC)

CLINTON COUNTY

2.78 ACRES AT I-35 AND ROUTE 116

HELPS COUNTY

104 ACRES NORTH SIDE OF I-44 IN S18, T37N, R9W.

CLARK COUNTY

15 ACRES EAST SIDE OF ROUTE 61, ½ MILE SOUTH OF ROUTES Z AND F IN NW1/4 S9, T63N, R6W.

LEWIS COUNTY

27.62 ACRES OFF OF COUNTY ROAD 494 IN SW1/4 S24, T63N, R6W.

MARION COUNTY

2.42 ACRES IN HANNIBAL ON ROUTE 36 IN SE1/4 SW1/4 S20, T57N, R4W.

PIKE COUNTY

4.00 ACRES ON ROUTE UU EAST OF ROUTE 61 ONE MILE NORTH OF BOWLING GREEN IN S11, T53N, R3W.

CARROLL COUNTY

3.39 ACRES AT THE NW QUAD OF ROUTE 24 AND ROUTE 65 AT CARROLLTON IN S33, T53N, R23W.

**SECTION (4):
PROPOSAL SUBMISSION INFORMATION**

(These changes are to add point values to the Evaluation Factors listed in the RFP, page 13 of 14, and to remove the “affirmative action program of the Offeror” as an evaluation criteria.)

(C) AWARD, EVALUATION CRITERIA AND PROCESS

2. Evaluation Factors: Any agreement for services resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC. After determining responsiveness, proposals will be evaluated in accordance with the following criteria:

	<u>Points</u>
A. Experience, expertise and reliability	30
B. Capacity and capability of the Offeror to meet project requirements	25
C. Firm’s proximity to, and knowledge of, the project areas	15
D. Overall clarity and quality of proposal	10
E. Recommendations from references	10
F. Fees and expenses	10

EXHIBIT B
RFP 6-081103FR - Addendum 002
Exclusive Right to Sell Agreement (listing agreement)
Subject to revision by MHTC

CCO FORM: RW29
Approved: 11/97 (RMH)
Revised: 01/06 (AR)
Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
EXCLUSIVE RIGHT TO SELL AGREEMENT

THIS AGREEMENT is entered by and between the Missouri Highways and Transportation Commission, (hereinafter "Owner") and _____, hereinafter "Broker").

WITNESSETH:

WHEREAS, the Owner desires to sell the following: _____ (hereinafter "Property"); and

WHEREAS, the Broker represents itself to be a real estate broker licensed by and under the laws of the state of Missouri; and

WHEREAS, the Broker agrees to sell and market the above-stated real property;

NOW THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

(1) **BROKER'S EXCLUSIVE RIGHT TO SELL:** The Owner and the Broker agree that the Property is listed by the Owner with the Broker on an exclusive right to sell basis such that the Broker has the sole and exclusive right to sell the Property.

(2) **DURATION OF AGREEMENT:** The term of this Agreement shall commence upon the execution of this Agreement and shall end on _____, 20____, or unless terminated by the Owner.

(3) **TERMS OF AGREEMENT:** The Property description and the terms upon which the Broker agrees to endeavor to sell the Property are as follows:

(A) Property: (address)

(B) Suggested Sale Price: \$ _____

(C) Sale Terms: Acceptable to the Owner, or such other terms to which the Owner shall agree in writing.

(D) The Broker shall execute the "Broker's Duties and Obligations", which is attached to this Agreement as "Exhibit A".

(4) **BROKER FEE:** The Owner shall pay the Broker a fee if any of the following occur:

(A) The Property is sold by the Broker, Owner, or by any other party during the term of the Agreement.

(B) If, within an additional period of one hundred and eighty (180) days following the expiration of this Agreement, the Property is contracted to be sold to any party whom the Broker has contracted and whose name was disclosed to the Owner by the Broker prior to the expiration of the Agreement.

(C) If at any time after the expiration of the Agreement, the Owner and purchaser of the Property (whose name was previously disclosed to the Owner by the Broker in writing) continue to actively negotiate a sale of the Property and such sale is ultimately reached between the Owner and the purchaser.

The Broker shall be paid only upon an agreement being ultimately consummated between the Owner and the purchaser.

(5) **AMOUNT OF BROKER FEE:** The amount of the fee shall be _____ percent (____%) of the sale price of the Property which is received by the Owner. The fee to the Broker shall be paid upon the closing of the property. The Owner will acknowledge the fee in the sales contract with the purchaser. The Broker shall not be authorized to bind the Owner or to execute a sale contract. In the event a deposit is made on a sale and such deposit is later forfeited, one half of the deposit will be paid to the Broker. However, such payment to the Broker shall not be in excess of the fee to which the Broker would have been entitled to receive under this Agreement.

For purposes of this Agreement, the term "sale" shall include any exchange, trade or option of the Property, as well as any lease of the Property. In the event of any exchange or trade of the Property, the Broker fee shall be calculated at the above-stated percent of the total value of the consideration received by the Owner in connection with such exchange or trade of the Property. In the event of any option of the Property, the Broker fee shall be calculated at the above-stated percentage when and if such option is exercised and the Property is sold. In the event of any lease of the Property, the Broker fee shall be calculated at _____ percent

(____%) of the gross value of the lease.

(6) REIMBURSEMENT FOR EXPENSES: In the event the Owner withdraws this property from the Broker prior to the expiration of this agreement, the Owner will reimburse the Broker for all reasonable costs incurred by the Broker in marketing the Property, including, but not limited to, marketing brochures and signs. The Owner retains the right to approve all marketing of the Property by the Broker. However, in the event a sale of the Property is reached and the Broker receives its fee pursuant to this Agreement, the Broker agrees to bear all marketing costs.

(7) REFERRAL OF INQUIRIES: The Owner will refer all inquiries of the Property to the Broker during the Agreement.

(8) BINDING AGREEMENT: This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the Owner and the Broker.

(9) AUTHORITY TO EXECUTE: The Owner covenants that it is the only owner of the Property.

(10) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Owner and the Broker.

(11) OWNER REPRESENTATIVE: The Owner's district engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Owner's representative may designate by written notice other persons having the authority to act on behalf of the Owner in furtherance of the performance of this Agreement.

(12) BROKER REPRESENTATIVE: The Broker's _____ is designated as the Broker's representative for the purpose of administering the provisions of this Agreement. The Broker's representative may designate by written notice other persons having the authority to act on behalf of the Broker in furtherance of the performance of this Agreement.

(13) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the Broker:

[NOTE:

12]

Other

Facsimile No: _____

- (B) To the Owner:
[NOTE: Owner Representative Designated in Paragraph

Facsimile No: _____

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(14) NONDISCRIMINATION CLAUSE: The Broker shall comply with all state and federal statutes applicable to the Broker relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

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

(16) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Broker, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Broker responsible for damages.

(17) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Broker shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(18) CANCELLATION: The Owner may cancel this Agreement at any time for a material breach of contractual obligations by providing the Broker with written notice of cancellation. Should the Owner exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Broker.

(19) AUDIT OF RECORDS: The Broker must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Owner and/or its designees or representatives during the period of this Agreement and any extension

thereof, and for three (3) years from the date of final payment made under this Agreement.

(20) NONSOLICITATION: The Broker warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Broker, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(21) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(22) CONFIDENTIALITY: The Broker shall not disclose to third parties confidential factual matters provided by the Owner except as may be required by statute, ordinance, or order of court, or as authorized by the Owner. The Broker shall notify the Owner immediately of any request for such information.

(23) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(24) EXECUTION IN COUNTERPARTS: This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Broker this ____ day of _____, 20__.

Executed by the Owner this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

BROKER

Title _____

By _____
Title _____

Secretary to the Commission

Approved as to Form

Commission Counsel

EXCLUSIVE RIGHT TO SELL
EXAMPLE ONLY

EXHIBIT C
RFP 6-081103FR - Addendum 002
Sales Agreement
Subject to revision by MHTC

CCO FORM: RW22
Approved: 4/96 (RMH)
Revised: 7/07 (AR)
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:

(legal description)

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.

I. (Use the following paragraph when the realty asset is located on an ODA controlled route.)

(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.

II. (Use the following paragraph when access/abutters rights are being reserved or controlled.)

(3) ABUTTERS RIGHTS: The deed of conveyance will contain a reservation for limitation of access unless no access rights are being reserved.

(description or "no access rights reserved")

III. (Use the following paragraph when utilities are located on the realty asset.)

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

IV. (Use the following paragraph when special conditions apply.)

(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.

(description)

(6) 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.

(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, 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: _____

"SALES AGREEMENT"
EXAMPLE ONLY

V. (Use the following page for extension of closing date.)

EXTENSION OF CLOSING DATE ADDENDUM

The undersigned agree that this Addendum shall become a part of the Sales Agreement executed on _____ between the State of Missouri, acting by and through the Missouri Highways and Transportation Commission, as Seller, and, _____, as Purchaser, for the property as set out in said Sales Agreement.

In addition to the provisions of the Sales Agreement, the parties agree that the date in which the Seller is to deliver an executed deed to the Purchaser is extended to _____.

Signed on _____, 20____.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By: _____

(Title)

Signed on _____, 20____,

Purchaser

