

CCO FORM: RW10A
Approved: 6/96 (RMH)
Revised: 02/10 (AR)
Modified:

Route:
County:
Project:
Parcel:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AGREEMENT FOR PURCHASE OF REAL ESTATE**

(for the purpose of maintenance sites)

THIS AGREEMENT is entered into by the **STATE OF MISSOURI**, acting by and through the Missouri Highways and Transportation Commission (hereinafter, "Commission"), and _____ (hereinafter, "Seller(s)").

WITNESSETH:

WHEREAS, the Seller(s) own the following described property located in _____ County, Missouri:

[Legal Description]

WHEREAS, the Commission has agreed with the Seller(s) to purchase said property; and

WHEREAS, the Seller(s) are agreeable to conveying said property to the Commission.

NOW, THEREFORE, in consideration of these premises and of the mutual covenants herein contained, the parties agree as follows:

(1) **PROPERTY:** The Seller(s) will deliver to the Commission a properly executed and acknowledged warranty deed upon payment of the purchase price. Legal description in the warranty deed is to be based on a survey of the above-described property. The survey is to be made by a registered land surveyor at the expense of the Commission.

(2) **CONSIDERATION:** The purchase price for the conveyance of the property is _____ dollars (\$_____). The

(6) IMPROVEMENTS: UNLESS SPECIFICALLY SET OUT IN AN ADDENDUM FOR REMOVAL OF IMPROVEMENTS, ALL BUILDINGS, EQUIPMENT, OR APPURTENANCES LOCATED ON THE ABOVE-DESCRIBED PROPERTY SHALL BECOME THE PROPERTY OF THE COMMISSION upon completion of this transaction whether or not such buildings, equipment and appurtenances are described in the deed of conveyance.

(7) CLOSING: The Seller(s) and the Commission agree to have an independent third party act as a closing agent. The closing agent is to disperse funds as necessary to clear title and deliver the balance to the Seller(s), less any amount withheld for payment of taxes as set out in Paragraph 8.

(8) CLOSING COST AND TAXES: All closing costs, except taxes, will be the responsibility of the Commission. The closing agent _____ is _____ is not to withhold a sufficient amount for payment of real estate taxes due in the year in which the above-described property is transferred to the Commission. The closing agent will, upon presentation of a tax bill for said real estate taxes, pay said bill and return the receipt to the Seller(s). The Commission agrees to reimburse the Seller(s) a pro rata portion of the real estate taxes for the year in which the property is transferred to the Commission. Reimbursement is to be based on the number of whole months the Commission owns the property and the percentage of total taxes applicable to the property acquired by the Commission. Reimbursement will be made based on the Seller(s) filing a Pro Rata Real Estate Claim with the Commission.

(9) ADDENDA: The following addenda are attached to this Agreement and are made a part of this Agreement: _____None; _____Possession Funds Agreement; _____ Contingency for release of mortgage; _____ Contingency for partial release of mortgage.

(10) COMMISSION APPROVAL: This Agreement is contingent upon the final approval of the Commission.

(11) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri.

[Remainder of Page Intentionally Left Blank]

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

Executed by the Seller(s) this ____ day of _____, 20__.

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

By _____

Title _____

SELLER(S)
SIGNATURES

ADDRESS

PHONE NO.

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____