

BID SOLICITATION NOTICE

TO RECEIVE A BID PACKAGE, BIDDER MAY EITHER DOWNLOAD THE PACKAGE FROM THE COUNTY'S WEBSITE AT <http://www.greencountymo.org> OR REQUEST A BID PACKAGE BY COMPLETING THIS PAGE AND FAXING IT TO THE NUMBER STATED BELOW. FOR RECORD KEEPING PURPOSES, WE REQUEST THAT THE BIDDER COMPLETE THIS PAGE AND RETURN TO US, EVEN WHEN BIDDER IS DOWNLOADING THE BID PACKAGE. THIS IS THE ONLY NOTICE OF BIDDING FOR THE FOLLOWING SURPLUS REAL PROPERTY THAT BIDDERS WILL RECEIVE.

GREENE COUNTY, MISSOURI
RESOURCE MANAGEMENT DEPARTMENT
Greene County Historic Courthouse
940 Boonville Ave., Room 305
Springfield, MO 65802

Telephone: 417-868-4015
Facsimile: 417-868-4175
CCoulter@greencountymo.org

REQUEST FOR BIDS ON SURPLUS PROPERTY

Property: Jamestown Subdivision
The Colonies
Patriot Place
All as more fully described in Detail on Exhibit A

BID Number:

Due Date: November 7, 2014

Time: 11:00 A.M.

SUBMIT BIDS BEFORE THE DUE DATE AND TIME TO THE ABOVE ADDRESS

BIDDER INFORMATION (PLEASE PRINT)

NAME OF BIDDING ENTITY

ADDRESS

CITY, STATE AND ZIP CODE

E-MAIL ADDRESS

REPRESENTATIVE CONTACT-Name & Title

TELEPHONE NO.

FEDERAL TAX I.D. NO.

FAX NO.

SECTION I
NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids will be received by Greene County (hereinafter “County”) on or before **November 7, 2014 at 11:00 AM** prevailing time, at the Greene County Resource Management Offices, Greene County Historic Courthouse 940 Boonville Ave., Room 305, Springfield, MO 65802, at which time and place, bids will be opened and reviewed for acceptances for the sale of the real estate as listed in Exhibit “A” attached hereto (hereinafter “Property”).

Property Offerings:

Bidders are hereby advised that the following Properties are being offered for bids as set forth below. A single bid package may be submitted for one, some or all of the Tracts, however a separate bid price in a separate sealed envelope shall be submitted for each Tract if less than the whole. Should a prospective purchaser be designated as the successful bidder for more than one Tract, then that bidder shall be required to purchase all of the properties. The minimum bid for the Tracts is as set forth below:

Tract 1—Final Plat Jamestown—17 lots

Tract 2—Final Plat Jamestown Phase 2—4 lots

Tract 3—Final Plat Jamestown Phase 3—23 lots

Tract 4—Final Plat Patriot Place—39 lots

Tract 5—Final Plat Patriot Place Phase 2—44 lots

Tract 6—Final Plat Patriot Place Phase 3—20 lots

Tract 7—Final Plat the Colonies—2 Lots

Further information about the Properties is set forth at Exhibit “A”.

The minimum bid for the properties is as follows:

Tract 1—Final Plat Jamestown— \$2.50 per square foot.

Tract 2—Final Plat Jamestown Phase 2— \$2.50 per square foot

Tract 3—Final Plat Jamestown Phase 3— \$2.50 per square foot

Tract 4—Final Plat Patriot Place— \$14,500.00 per lot

Tract 5—Final Plat Patriot Place Phase 2— \$14,500.00 per lot

Tract 6—Final Plat Patriot Place Phase 3—\$14,500.00 per lot

Tract 7—Final Plat the Colonies—\$2.50 per square foot

Bids must be delivered to the County’s Resource Management Office at the address listed above by hand or mail delivery by the required date and time. Bidders mailing bids should allow for their normal mail delivery time to ensure timely receipt of their Bids by the County. Please be advised that using overnight/next-day delivery services do not guarantee overnight/next-day deliveries to the above location. The County will not be responsible for any bid not being received by the required date and time.

Prospective Bidders should follow all instructions in this Invitation to Bid, the exhibits hereto, and any other documents issued by the County in connection with this Invitation to Bid (hereinafter collectively referred to as the “Bid Documents”). Prospective Bidders must examine the Bid Documents carefully before bidding and must ask Mr. Chris Coulter in writing for any interpretation or correction of any apparent ambiguity, inconsistency or apparent error therein. Any written request for interpretation or correction shall be directed to Mr. Coulter. Written requests can be submitted by FAX at 417-868-4175. If necessary, an interpretation or correction shall be issued by Greene County as an Addendum and faxed to prospective Bidders who have obtained the Bid Documents. Upon the issuing of an Addendum, the content of the Addendum shall become a part of the Bid Documents. **Requests for interpretation or correction shall be considered only if received at least five (5) business days prior to the bid opening date.**

Only written interpretations or corrections issued by Greene County by Addendum shall be binding. All changes or addenda shall be posted to the Greene County website.

The submission of the Bid is conclusive evidence that the Bidder is fully aware of the conditions, requirements, and details as stated in the Bid Documents. If the Bidder, prior to submitting its Bid, fails to notify Greene County of the existence of any ambiguity, inconsistency in the Bid Documents, then a Bid will conclusively be presumed to have been based upon the interpretation of such ambiguity or inconsistency.

Bidders are required to comply with all requirements of Greene County’s rules and regulations regarding Surplus Property and all bids for the Property shall be subject to applicable law and **the following requirements:**

1. Interested parties shall submit a sealed bid for the purchase of the Property using the Offer to Purchase Form attached hereto as Exhibit “B”. The Offer to Purchase must be submitted to the County in a sealed envelope, addressed to the Greene County Resources Management Offices: ATTENTION: Chris Coulter, Greene County Historic Courthouse 940 Boonville Ave., Room 305, Springfield, MO 65802. The outside of the envelope shall bear the name and address of the bidder, Tract Number, lot number of the Property and the words “Surplus Property Bid.”

2. The sealed bid for packet for each Tract shall be accompanied by the following:

- ✓ Completed and signed Bid Solicitation Notice Form (page 1 of this document).
- ✓ Completed and signed Offer to Purchase (Exhibit B) for each Tract bid upon. If more than one Tract is bid upon, then the Bidder must submit a completed and signed Offer to Purchase and place the bid in a separate, sealed envelope clearly marked for the Tract or Tracts for which the offer is made.
- ✓ Cashier's check or money order payable to Greene County for an amount equal to ten percent (10%) of the bid amount.
- ✓ Three years of Financial Statements and the last three years of filed tax returns for the Bidder. All such documents shall be held confidential and reviewed only by the Greene County Auditor. No copies of the financial data will be made by the County. At the conclusion of the bid process the financial data shall be returned to the Bidder. The accompanying financial information shall be placed in a separate envelope and included in the overall bid packet.
- ✓ Commitment Letter or Letter of Credit to Greene County advising that the funds are secured to complete the purchase price.
- ✓ All documents and cashier's check/money order placed in a sealed envelope addressed to Greene County Resource Management Office Greene County Historic Courthouse 940 Boonville Ave., Room 305 Springfield, MO 65802.
- ✓ At least two professional references for the bidder.
- ✓ A timeline for construction starts and development plan.
- ✓ The outside of the envelope should bear the name and address of the bidder, the Tract Number, Lot Number and the words "Surplus Property Bid."

Failure to submit the items required in this section 2 with the sealed bid may result in rejection of the bid.

3. All bids must be submitted by hand or by mail on or before November 7, 2014 at 11:00 AM, to Greene County Management Resources Offices: ATTENTION: Chris Coulter Greene County Historic Courthouse 940 Boonville Ave., Room 305, Springfield, MO 65802. All bids will be publicly opened and reviewed for acceptance by the County. **Any bids delivered after this date and time will not be considered by the County and will be returned unopened.**

4. Basis of Awards: The County Commission will determine an award which will be made as soon as practicable by notice to the highest and best responsible bidder; in the County's sole and exclusive determination, provided, however; that all bids may be rejected when it is in the interest of the County to do so.

5. Greene County reserves the right to add or delete any Property from the offering, to abandon this process, to waive any minor irregularities in bid received, or to reject any and all bids.

SECTION II
TERMS AND CONDITIONS OF SALE

The general terms and conditions of sale are as follows:

1. Submission of the bid constitutes an offer in writing which is binding upon the bidder and which is not deemed accepted by the County unless and until the offer is submitted to and approved by the Greene County Commission at a regularly scheduled meeting in accordance with the law.

2. The approval of the Contract for Sale is also subject to the approval by the Commissioners. If the bids are not approved, the deposit will be returned to the bidder within thirty (30) days, and the bid shall be deemed to have been rejected. The deposit submitted by unsuccessful bidders will be retained until the Commissioners approve acceptance of the highest and best responsible bid and the successful bidder has executed a Contract of Sale; thereafter, the deposits of the unsuccessful bidders shall be returned along with a letter advising such bidders of the award to the highest bidder.

3. All bids shall be irrevocable for ninety (90) days after the date on which the County opens the bid. All bidders will be notified in writing of the action taken by the County.

4. In the case of a tie between two or more high bidders, the County will request a best and final offer from each of the tied bidders in order to determine the successful and best responsible bidder.

5. The successful bidder shall be required to execute a Contract of Sale, in the form attached hereto as Exhibit "C", within ten (10) business days of notification of the County's acceptance of the bid. The form of the Contract of Sale is non-negotiable. Closing will be in accordance with the terms of the Contract of Sale after the Greene County Commission approves the Contract of Sale.

6. The bidder shall provide a financial statement that exhibits that the bidder has the wherewithal to close within sixty (60) days and will provide proof that the bidder can obtain a letter of credit or a commitment letter from a financial institution for the proposed price.

7. The purchase price, less the successful bidder's ten-percent (10%) deposit¹, shall be paid by the successful bidder to Greene County upon closing. Closing shall occur within sixty (60) days of Commission approval of acceptance of the bid, whereupon the County shall provide a Special Warranty Deed to the successful bidder. Extension of this sixty (60) day period is subject to the approval of and is in the sole discretion of the County.

8. The transaction for the purchase of the Property is on an all cash basis, with the balance of the purchase price to be paid in cash or by cashier's check at the time of closing.

9. Purchasers shall pay all transfer taxes and all customary closing costs, including but not limited to, title insurance premiums for a title insurance policy, escrow fees, recording

¹ The County will retain the successful bidder's deposit and will credit the amount thereof, without interest, against the purchase price.

fees, and document preparation fees, as more specifically set forth in the Contract of Sale. All utilities and taxes, if any, shall be adjusted by the parties as of the date of the closing so Purchaser is liable for these items after Closing, it being understood that Purchaser shall be liable for all real estate taxes, even if owing prior to Closing, except for NID Assessments.

10. The County makes no representations with respect to the quality or condition of the Property, including but not limited to the areas of zoning, environmental, or permitted uses. The Property will be delivered in its “as is,” “where is” physical condition, subject to all faults, environmental or otherwise, including latent and patent defects, without any warranty of any kind. It shall be the bidder’s responsibility to make such investigations or inquiries as the bidder deems necessary, including but not limited to state of title, condition, zoning, use and similar consideration, in order to make an informed offer.

11. In the event that a bidder seeks to obtain developer rights or rights to alter the restrictive covenants as part of the development, the County makes no representation or warranty with respect to the sufficiency, legality or scope of the restrictive covenants previously recorded but agrees to transfer any right, title and interest in any developer rights, if there are any such rights at the time of transfers, and bidders should evaluate that for bidding purposes.

12. The County has not at this time consulted with any real estate brokers in connection with the sale of these Properties. No brokerage commission will be recognized or paid by the County in connection with these sales.

13. The County reserves the right to waive any minor defect or informality in the bids received, as the public interest may require.

14. **The County reserves the right, at its sole and absolute discretion, to add or delete any Property from the offering, or to abandon this process, or to reject any and all bids.**

15. If the successful bidder shall fail to execute the Contract of Sale or shall otherwise fail to consummate the purchase within the prescribed timeframes, the County shall retain the bidders ten percent (10%) deposit as liquidated damages. This remedy shall not be exclusive, and the County may pursue any and all additional legal remedies available to it.

16. The Property being offered for sale may be subject to restrictions, covenants and easements of record, if any, such facts as an accurate survey will disclose, federal, state, and local laws and codes, and in the discretion of the County, the deed restrictions and covenants specified in the Contract of Sale attached hereto.

17. The Properties may or may not be subject to the recorded restrictions of record as noted in the Greene County Recorder of Deed’s Office at Book 2789, and Page 926, Book 2011 Page 011955-11 and Book 2012 Page 021037-12; Book 2012 Page 021038-12 and Book 2012 Page 025586.

18. The successful bidder further agrees to comply with all Greene County and City of Rogersville zoning requirements or any other restrictions of record.

19. While the information contained in Exhibit "A" is from sources deemed to be reliable, the truthfulness, accuracy and/or completeness of such information is not warranted or guaranteed by the County. The maps/drawings that may be included in Exhibit "A" were not prepared by a licensed surveyor, are not drawn to scale, and are intended for general information only. Each successful bidder will be required to have the Property surveyed and described as per the plat.

20. Notwithstanding the restrictions contained herein, all bidding is open to the public without regard to race, color, creed, age, sex, religion, national origin, ancestry, handicap, marital status, affection or sexual orientation.

21. **NEITHER SELLER NOR ANY COMMISSIONER, OFFICER, DIRECTOR, EMPLOYEE, AGENT, REPRESENTATIVE OR CONTRACTOR OF ANY OF THEM (COLLECTIVELY, "OFFERORS") IS MAKING OR WILL MAKE ANY REPRESENTATIONS OR WARRANTIES WHETHER EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE WITH RESPECT TO THE PROPERTY DESCRIBED IN ANY STATEMENTS OR INFORMATION CONTAINED IN ANY INFORMATION SHEETS OR THIS CONTRACT RELATED TO THE PROPERTY. IN NO EVENT SHALL OFFERORS BE LIABLE FOR OR BOUND BY ANY GUARANTEES, PROMISES, STATEMENTS, REPRESENTATIONS, WARRANTIES OR INFORMATION PERTAINING TO THE PROPERTY MADE OR FURNISHED BY ANY AGENT, EMPLOYEE, CONTRACTOR OR OTHER PERSON OR ENTITY REPRESENTING OR PURPORTING TO REPRESENT ANY OF THEM. NO PERSON OR ENTITY IS AUTHORIZED TO MAKE ANY STATEMENTS, REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTIES ON BEHALF OF COUNTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR DOCUMENTATION CONTAINED IN ANY DOCUMENTS OR AS TO QUALITY, CONDITION OR FITNESS OF THE PROPERTY. PURCHASERS SHALL RELY ON SUCH DOCUMENTATION AT THEIR OWN RISK.**

22. In the event of any inconsistency between the terms of the Bid Documents and the County's regulations regarding bidding, the terms of this document shall prevail.

23. Sale of any of the Property is subject to payment by the Purchaser of any real estate taxes, liens or other encumbrances which may become due and owing as of the date of the closing, except Purchaser shall also be liable for all real estate taxes which are currently due and payable. The County is selling the property free and clear of NID Assessments but a Purchaser will be buying subject to existing real estate taxes and will be responsible for the same. The Real Estate Taxes are listed in Exhibit "C".

24. Bidders are subject to and shall be required to comply with all of the terms and applicable laws, rules and regulations of the County.

Please review the Bid Documents carefully. The information you provide is important. If you wish to submit a bid, ensure you follow the instructions set forth above.

All bids must be delivered by 11:00 A.M. on November 7, 2014 to:

Mr. Chris Coulter
GREENE COUNTY, MISSOURI
RESOURCE MANAGEMENT DEPARTMENT
Greene County Historic Courthouse
940 Boonville Ave., Room 305
Springfield, MO 65802

EXHIBIT "A"

TRACT 1--Final Plat-Jamestown

All of Lots C1, C5, C6, C7, C8, C9, C10, C11, C13, C14, C15, C17, C18, C20, C23, C34 and C37 of the Final Plat of Jamestown, A subdivision in the City of Rogersville, Greene County, Missouri, according to the recorded plat thereof in Book 2005, Page 036544-05 date July 8, 2005.

TRACT 2--Final Plat-Jamestown Phase 2

All of Lots C38A, C39, C40 and C41 of the Final Plat of Jamestown Phase 2, A subdivision in the City of Rogersville, Greene County, Missouri, according to the recorded plat thereof in Book 2007, Page 049824-07, dated October 5, 2007.

TRACT 3--Final Plat-Jamestown Phase 3

All of Lots C24, C25, C26, C27, C28, C29, C30, C31, C32, C33, C42, C43, C44A, C44B, C45, C46, C47, C48A, C48B, C48C, C48D, C48E, C49 of the Final Plat of Jamestown Phase 3 a subdivision in the City of Rogersville, Greene County, Missouri according to the recorded Plat thereof in Book 2009, Page 022862-09 Dated May 21, 2009.

TRACT 4--Final Plat-Patriot Place

All of Lots 1, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41 of the Final Plat of Patriot Place, a subdivision in the City of Rogersville, Greene County, Missouri according to the recorded plat thereof in Book 2005, Page 036545-05, dated July 8, 2005.

TRACT 5--Final Plat-Patriot Place Phase 2

All of Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45 and 46 of the Final Plat of Patriot Place Phase 2, a subdivision in the City of Rogersville, Greene County, Missouri According to the recorded plat thereof in Book 2007, Page 049823-07 dated October 5, 2007.

TRACT 6--Final Plat-Patriot Place Phase 3

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 of the Final Plat of Patriot Place Phase 3, a subdivision in the City of Rogersville, Greene County, Missouri According to the recorded plat thereof in Book 2008, Page 047451-08 dated November 13, 2008

TRACT 7--Final Plat-The Colonies

All of Lots 3, 4 of the Final Plat of the Colonies a subdivision in the City of Rogersville, Greene County, Missouri according to the recorded plat thereof in Book 2005, Page 036543-05 dated July 8, 2005.

EXHIBIT "B"
OFFER TO PURCHASE

The undersigned offers and agrees to purchase from Greene County, Missouri, Resource Management Department the following Property (and any improvements located thereon) known as Tract Number _____, Block _____, Lot _____, located in the City of Rogersville, County of Greene, as described in Exhibit A to the Bid Documents.

The undersigned offers to purchase the Property identified above for the amount of:

_____ dollars
(\$ _____ .00).*

***NOTE: The minimum bid required for each Property shall be as stated in the Bid Documents. Any bid received below the minimum bid required may be rejected.**

I understand that submission of this bid (Offer to Purchase) constitutes an offer in writing, which is binding on the bidder. This bid is in compliance with all terms, conditions, specifications and addenda of the Bid Documents, including the Contract of Sale provided therein. The undersigned certifies that he or she executes this bid with full authority to do so; and that all statements contained in this bid and in this certification are true and correct, and made with full knowledge that the County relies upon the truth of the statements contained herein and in any statements requested by the County showing evidence of qualifications in awarding the contract.

BID IRREVOCABLE: This offer shall be irrevocable for ninety (90) days after the date on which the County publicly opens this bid. all bidders will be notified in writing of the action taken by the County.

I acknowledge receipt of the following Addenda/Responses to Inquiries to the Bid Documents. If no Addenda have been issued, Bidder shall write "None" below.

Addendum/Inquiries # _____ dated _____.
Addendum/Inquiries # _____ dated _____.

AUTHORIZED SIGNATURE: _____

Printed Name and Title: _____

Bidding Entity: _____

Address: _____

Telephone #: _____ Fax: _____

Email Address: _____ Date: _____

[CORPORATE SEAL]

EXHIBIT "C"
CONTRACT FOR THE SALE OF REAL ESTATE

THIS CONTRACT FOR THE SALE OF REAL ESTATE ("Contract"), made this ____ day of November, 2014 (the "Effective Date"), by and between Greene County, Missouri, a Missouri body politic, whose address is Greene County Historic Courthouse 940 Boonville Ave., Room 305 Springfield, MO 65802 (hereinafter the "Seller") and _____, whose address is _____ (hereinafter the "Purchaser"). Purchaser and Seller are sometimes hereinafter referred to as a "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, Seller is the owner of certain real property located in Greene County, Missouri and within the city limits of the City of Rogersville as more fully described hereto on Exhibit "A" which is made a part hereof by this reference and hereafter know as the "Property"; and

WHEREAS, Seller has determined that the Property is surplus to Seller's needs; and

WHEREAS, Seller has agreed to sell and Purchaser has agreed to purchase the Property all on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the Parties agree as follows:

1. Purchase. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property for the amount of _____ and 00/100 (\$X,XXX,XXX.XX) DOLLARS (the "Purchase Price"). The Purchase Price, less the Deposit already paid, shall be paid to Seller at Closing by federal funds wire transfer or certified or bank check.

2. Property to Be Sold. The Property consists of all the land as well as all of Seller's right, title and interest relating to such land. The Property being purchased is described on Exhibit "A".

3. Time and place of Closing. The Closing shall take place on or before the date that is sixty (60) days from the Effective Date, at the offices of Greene County or such other mutually agreeable place as may be agreed upon between the Purchaser and Seller. If Purchaser fails to close as and when required by the terms of this Contract, Seller may terminate this Contract, keeping the Deposit as "liquidated damages" (this means that the Seller is conclusively presumed to have suffered damages in the amount of the Deposit and may retain the Deposit without having to prove damages in court, and that Purchaser has agreed to waive any right it may have to establish that Seller has suffered actual damages in an amount less than the Deposit) and in such event, neither Seller or Purchaser will have any further obligations to the other hereunder except for those that specifically survive the termination of this Contract.

4. Deposit. Monies in the amount of _____ DOLLARS (\$X,XXX,XXX.00) (i.e. ten percent (10%) of the Purchase Price) (the "Deposit"), which were paid to the Seller with the Purchaser's bid shall be applied to the Purchase Price resulting in a net amount of _____ Dollars (\$X,XXX,XXX.00) due to the Seller at the closing of this Contract (the "Closing").

5. No Financing Contingencies. This Contract is NOT CONTINGENT in any way upon Purchaser obtaining financing to complete the transaction.

6. Transfer of Title. At the Closing, Seller shall transfer marketable title to the Property as required by Section 7 below to the Purchaser. Seller shall provide to Purchaser (or to Purchaser's legal representative) a properly executed Special Warranty Deed with Covenants as to ownership only plus additional closing documents as reasonably deemed necessary by the Purchaser's title company.

7. Ownership. At Closing, Seller shall transfer marketable title to the Property, insurable at regular rates by a title company licensed to do business in Missouri, to Purchaser free and clear of liens except for:

(a) the rights of utility companies to maintain pipes, poles, cables and wires over, on and under the street, the part of the Property next to the street or running to any building or improvement on the Property;

(b) agreements, easements and restrictions of record;

(c) all items that may be included in the legal description attached hereto and made a part of this Contract;

(d) all encroachments and other conditions that would be shown on an accurate survey of the Property;

(e) the restrictive covenants as listed and recorded with the Greene County Recorder's Office in Book 2789 at Page 926 and Book 2011 Page 011955-11 and Book 2012 Page 021037-12; Book 2012 Page 021038-12 and Book 2012 Page 025586;

(f) such other restrictions as listed in the title commitment from Great American Title commitment #14-18491.

8. Physical Condition of the Property. Seller makes no representations with respect to the quality or condition of the Property, including but not limited to the areas of zoning, environmental, or permitted uses. The Property will be delivered in its "as is", "where is" physical condition, subject to all faults, environmental or otherwise, including latent and patent defects, without representation or warranty of any kind. This paragraph shall survive the Closing.

9. Closing Costs. Purchaser shall pay all transfer taxes and all customary closing costs, including but not limited to, title insurance premiums, escrow fees, recording costs and normal pro-rations. Purchaser acknowledges that it shall be liable for all real estate taxes, including those due prior to closing in that the Seller is only selling free and clear of NID Assessments.

10. Adjustments at Closing. The parties agree to adjust the following expense (to the extent applicable) as of the Closing date: Utility fees, water, sewer charges, and any and all other charges relating to or payable in connection with the use, occupancy, maintenance, ownership and operation of the Property as of the date of Closing except the Purchase shall be and is hereby liable for all real estate taxes assessed against the Property including prior to Closing.

11. Possession. Purchaser shall not be entitled to possession of the Property before the Closing. At the Closing, Purchaser will be given possession of the Property by delivery of the Special Warranty Deed from the Seller. No tenant will have any right to the Property and the Property shall be delivered vacant, free from any tenancies, and free from any and all personal property.

12. Condemnation. If all or any material portion of the Property is taken, or if there is received a notice of condemnation of all or any material portion of the Property between the date of this Contract and the date of Closing by the exercise of the power of eminent domain by any local, state, or federal body, then the party that has received such notice shall notify the other (or the other party's legal representative) in writing (the "Condemnation Notification"). Either Party may terminate this Contract within fifteen (15) days of receipt of a Condemnation Notification, in which case Seller shall refund the Deposit to the Purchaser within fifteen (15) days of such cancellation. In the event neither Party terminates this Contract within such fifteen (15) day period, then the Parties shall proceed to Closing without a reduction in Purchase Price and the Seller shall assign its right to receive compensation for any taking to Purchaser. If a non-material part of the Property is taken, or if there is received a notice of condemnation of a non-material portion of the Property between the date of this Contract and the date of Closing by the exercise of the power of eminent domain by any local, state, or federal body, then the Parties shall proceed to Closing without a reduction in the Purchase Price and Seller shall assign its right to receive compensation for any taking to Purchaser.

13. Default by Purchaser. In the event Purchaser does not close in accordance with the terms hereof, or is in default under any of the other terms or conditions of this Contract, and Purchaser does not cure such default within ten (10) days of the receipt of written notice from Seller specifying such default, Seller shall have the right to terminate this Contract and retain the Deposit as liquidated damages, in which event neither Party shall have any further obligations to the other hereunder.

14. Default by Seller. In the event Seller does not close in accordance with the terms hereof, or is in default under any of the other terms and conditions of this Contract, and Seller does not cure such default within ten (10) days of receipt of written notice from Purchaser

specifying such default, Purchaser shall, as its sole and exclusive remedy, have the right to terminate this Contract and receive a refund of the Deposit, in which event neither Party shall have any further obligation to the other hereunder.

15. Recording. Neither Party may record this Contract or any memorandum of this Contract in any recording office. Any recording will be deemed a material breach of this Contract.

16. Assignment. Neither Party shall assign this Contract or any of its rights or obligations hereunder.

17. Broker Clause. Each of the Parties warrants and represents to the other that it has not dealt with any real estate agent, broker or salesperson and that each of the Parties covenants to indemnify the other against claims of any such third party. Each of the Parties' obligations under this Section 17 shall survive the Closing. Each of the Parties represents that it has not dealt with any real estate broker or agent in connection with this transaction.

18. NEITHER SELLER NOR ANY COMMISSIONER, OFFICER, DIRECTOR, EMPLOYEE, AGENT, REPRESENTATIVE OR CONTRACTOR OF ANY OF THEM (COLLECTIVELY, "OFFERORS") IS MAKING OR WILL MAKE ANY REPRESENTATIONS OR WARRANTIES WHETHER EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE WITH RESPECT TO THE PROPERTY DESCRIBED IN ANY STATEMENTS OR INFORMATION CONTAINED IN ANY INFORMATION SHEETS OR THIS CONTRACT RELATED TO THE PROPERTY. IN NO EVENT SHALL OFFERORS BE LIABLE FOR OR BOUND BY ANY GUARANTEES, PROMISES, STATEMENTS, REPRESENTATIONS, WARRANTIES OR INFORMATION PERTAINING TO THE PROPERTY MADE OR FURNISHED BY ANY AGENT, EMPLOYEE, CONTRACTOR OR OTHER PERSON OR ENTITY REPRESENTING OR PURPORTING TO REPRESENT ANY OF THEM. NO PERSON OR ENTITY IS AUTHORIZED TO MAKE ANY STATEMENTS, REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTIES ON BEHALF OF SELLER AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR DOCUMENTATION CONTAINED IN ANY DOCUMENTS OR AS TO QUALITY, CONDITION OR FITNESS OF THE PROPERTY. PURCHASERS SHALL RELY ON SUCH DOCUMENTATION AT THEIR OWN RISK.

19. Building and Zoning Laws. Seller makes no representations as to any building and zoning laws and makes no representations as to whether the current use of the Property does or does not violate any applicable municipal, county or state zoning law.

20. Property Lines. Seller makes no representations or warranties as to whether any and all buildings, driveways, and other improvements on the Property are within the said boundary lines.

21. Flood Area. The federal and state governments have designated certain areas as “flood areas”. This means they are more likely to have floods than other areas. Seller makes no representations as to whether or not the Property is in a “flood area”.

22. Risk of Loss. The Parties understand and agree that the Property is vacant and unimproved except as to water, sewer and drainage infrastructure and as such there is no risk of loss that would affect the terms of this Contract.

23. Contingencies. This Contract is subject to the approval of the Greene County Commissioners of the Seller. If such approval is not obtained on or before _____, Seller may terminate this Contract by written notice to Buyer and the Deposit shall be returned to Purchaser within thirty (30) days of such termination.

24. Costs of Litigation. In the event of litigation between Purchaser and Seller arising out of this Contract, the Party which prevails in such litigation shall be entitled to recover from the other Party the cost of such litigation, including court costs and reasonable attorney’s fees.

25. Applicable Law. This Contract shall be governed, construed and enforced according to the laws of the State of Missouri.

26. Interpretation. Whenever the context of this Contract shall require, the singular shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

27. Severability. If any one or more of the provisions of this Contract shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

28. Binding Effect. This Contract shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. Each Party agrees to furnish to the other, upon demand, a corporate resolution or other appropriate and customary documentation evidencing the due authorization of such Party to enter into this Contract and consummate the transactions contemplated hereunder.

29. Notices. All notices under this Contract must be in writing. The notices must be delivered personally, sent via recognized overnight courier, or sent by certified mail, return receipt requested to the Parties (or the Parties’ legal representative) at the following address:

Notice to the Seller shall be sent to the attention of:

GREENE COUNTY RESOURCE MANAGEMENT
Attention: Chris Coulter
Greene County Historic Courthouse
940 Boonville Ave., Room 305
Springfield, MO 65802

Jamestown October 2014

- JAMESTOWN
- JAMESTOWN PHASE 2
- JAMESTOWN PHASE 3





