

No. III.C.1.a.

**RECOMMENDED ACTION** – Approval of Contract for Sale of Real Estate for the Purchase of Property at 401 E. 17<sup>th</sup> Street, Mountain Grove, Missouri.\*

The following resolution was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ :

**BE IT RESOLVED** by the Board of Governors for Missouri State University that the University enter into a Contract for Sale of Real Estate for the purchase, in fee simple absolute title, to certain real estate located at 401 E. 17<sup>th</sup> Street, Mountain Grove, Missouri, for the amount of Three Hundred Thirteen Thousand Four Hundred Seventy and 59/100 Dollars (\$313,470.59), further described below:

Lots #11, #12, #13, and #14 in Rosewood Estates, a subdivision of Mountain Grove, Wright County, Missouri, as shown by plat thereof recorded in Plat Book 3 at Page 97. The street address is 401 E. 17<sup>th</sup> Street, Mountain Grove, Missouri.

**BE IT FURTHER RESOLVED** that it is the determination of the Board of Governors that such purchase is necessary for a purpose which the Board finds in a public purpose and use, and specifically to further the educational and public purposes for which the University is organized and established, to provide real estate for current and future University needs including educational facilities, and parking; and

**BE IT FURTHER RESOLVED** that the administration of the University, including the Chancellor and/or Director of Business and Support Services at the West Plains Campus, be authorized to prepare and execute appropriate legal documentation and perform other acts as may be necessary to implement this resolution.

**VOTE:**      **AYE** \_\_\_\_\_

**NAY** \_\_\_\_\_

**COMMENTS:**

Pursuant to paragraph 15 of the amended lease dated December 1, 2003 between the Board of Governors of Missouri State University and Fybar Service Corporation, the University exercises its right to purchase the property referenced in that lease and which is located at 410 E. 17<sup>th</sup> Street in Mountain Grove for the book value of \$313,470.59. The real estate contract has been reviewed and approved by University General Counsel.

This purchase of property is being funded by the West Plains Campus Reserves.

\*This resolution was approved at the Oct. 8, 2009, Board Executive Committee meeting.

## CONTRACT FOR SALE OF REAL ESTATE

This Contract For Sale of Real Estate, is made and entered into on the later date of execution appearing on the signature page hereof and is by and between FIRST BANCSHARES, INC. (hereinafter referred to as "Seller") and the BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY (hereinafter "Buyer").

In consideration of the mutual promises and conditions contained in this agreement, and for good and valuable consideration, Seller and Buyer agree as follows:

### TERMS

1. The Seller agrees to sell and convey to the Buyer, and the Buyer agrees to purchase a parcel of real estate as further described herein, which is referred to as "the subject property." The legal description of the subject property under determination and will be attached as Exhibit "A". The street location is:  
401 E. 17<sup>th</sup> Street, inside the city limits of Mountain Grove, Missouri.  
The subject property shall include all buildings, structures, and improvements situated thereon.
2. The purchase price for the subject property is Three Hundred Thirteen Thousand Four Hundred Seventy and 59/100 Dollars (\$313,470.59) to be paid by Buyer to Seller by check at closing.
3. The Closing Date for the sale shall be on or before thirty (30) days following approval by MSU Board of Governors, unless otherwise agreed by the parties. The Closing Agent shall be selected by agreement of the parties, and if there is no agreement, South Central Missouri Title, 600 North Main Street, Mountain Grove, Missouri.
4. Seller shall deliver sole and exclusive possession of the subject property to the Buyer on the Closing Date. Seller agrees to terminate any tenancies or leases and to give any tenants or lessees such notice of termination and notice to vacate the subject property as may be required by law and by Seller's agreement with the tenants or lessees (if any), or

make other arrangements as necessary with any tenants/lessees, in order that Seller may deliver sole and exclusive possession of the subject property to Buyer on the Closing Date. The parties further acknowledge that the Closing Date is scheduled in order to allow sufficient time for termination of any tenancies and leases.

5. Seller shall convey marketable title in fee simple to the subject property to the Buyer by General Warranty Deed, in a form satisfactory to the Buyer, free and clear of all liens, except easements and restrictions of record and taxes for 2009 and thereafter. Seller will cause to be placed on record any necessary documentation regarding current and former names of the Seller, or other documentation to satisfy the title requirements as set forth in this Contract.
  
6. Upon execution of this Contract, Seller will order and obtain a commitment to insure title from a company authorized to insure titles in the State of Missouri, in the full amount of the Buyer's costs pursuant to this Contract, insuring marketable title as specified in the preceding paragraph. Seller will pay the search charge and Buyer will pay for the title policy. If a survey is required to determine an accurate legal description, the parties agree to split those costs, to be deducted/paid at closing. Buyer shall advise Seller of any title requirements and Seller shall have a reasonable time, not to exceed twenty (20) days after written notice thereof within which to remedy or remove any such lien, deed of trust, encroachment, lease, tenancy, defect, encumbrance, easement, condition, or restriction, or obtain title insurance against the same. If Seller is unable to cure or eliminate such objections or defects within said twenty (20) day period, then the Buyer may, by written notice to Seller, either:
  - (a) terminate this Contract, whereupon this Contract shall be null and void and the obligations of the parties shall cease, and the earnest money deposited by Buyer with the Closing Agent shall be refunded to Buyer; or
  - (b) waive such objections or defects; or
  - (c) extend the time for curing or eliminating such objections or defects for an additional period not to exceed sixty (60) days.

If the Buyer's remedy under subparagraph (c) is elected, and at the end of the sixty (60) day period, Seller has been unable to cure or remove said defects or obligations, Buyer will, by notice to Seller, either elect to terminate the within Contract as provided in the option in subparagraph (a), or waive the designated objections or defects as provided in the option in subparagraph (b) or as otherwise agreed in writing between the parties. The Closing Date shall be postponed to a date five (5) days after resolution of title problems as set forth in this paragraph or as otherwise agreed.

7. Seller warrants to the Buyer that it has not incurred any unpaid bills for any work or improvements upon the subject property within twelve (12) months prior to closing and that Seller has no knowledge of any proposed improvements to be paid by special tax bills.
8. Seller warrants and represents that it has not placed on or under the subject property, nor allowed to be placed, any hazardous or toxic wastes or substances, that it has no knowledge of the presence of any such hazardous or toxic wastes or substances on or under the subject property, that it has not been advised by any governmental agencies or officials of the possibility of the existence of any such wastes or substances on or under the subject property, and that it has not received any notices or order to remove any such wastes or substances.
9. Seller agrees that Buyer, or its agents, shall have access to the subject property as may reasonably be required for purposes of inspection, survey, soil studies and any investigation of the property for toxic or hazardous wastes. In the event that Buyer's investigation or any Environmental Inspection Report received by Buyer, reveals contamination of the subject property by toxic or hazardous wastes, then Buyer may, at its option, declare this Contract to be null and void.
10. All closing costs shall be shared equally between Seller and Buyer including any fees of the Closing Agent, except for costs of the title commitment and title policy which shall be

paid as described in paragraph 6, and Seller's real estate broker fee as described in paragraph 13, and Buyer shall incur fees for recording the deed.

11. Seller warrants and represents that it is fully authorized to enter into this Contract for Sale of Real Estate with Buyer, and to convey the subject property to Buyer at closing. Seller further warrants that it has satisfied all requirements imposed by its bylaws, charter, rules, contracts or trust agreements in order to enter into the Contract for Sale of Real Estate and convey the subject property to Buyer on the Closing Date.
12. Seller warrants and represents that it has not listed the subject property with a real estate broker or real estate agent and that it has not engaged the services of a broker or agent for the sale of the subject property to Buyer. Seller is responsible for any and all real estate broker/agent fees.
13. The provisions herein express the entire agreement between the parties, and no representation, warranty, promise, agreement or other undertaking not specifically set forth in the agreement shall be binding upon or inure to the benefit of either party hereto.
14. This Contract shall be binding upon the successors of the parties hereto.

IN WITNESS WHEREOF, the parties by their fully authorized agents have hereunto set their hands the day and year first indicated below.

SELLER

Date: \_\_\_\_\_

By: \_\_\_\_\_  
First Bancshares, Inc.  
Seller

BOARD OF GOVERNORS OF  
MISSOURI STATE UNIVERSITY, BUYER

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Drew A. Bennett  
Chancellor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Matthew D. Morris  
Director – Business & Support Services

## EXHIBIT "A": LEGAL DESCRIPTION

Lots #11, #12, #13, and #14 in Rosewood Estates, a subdivision of Mountain Grove, Wright County, Missouri, as shown by plat thereof recorded in Plat Book 3 at Page 97. The street address is 401 E. 17<sup>th</sup> Street, Mountain Grove, Missouri.