



STATE OF MISSOURI

**Office of Administration
Division of Facilities Management, Design and Construction**

SALE OF STATE-OWNED REAL ESTATE

**275 Green Gable Drive
Mack's Creek, Missouri**

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SALE OF STATE-OWNED REAL ESTATE**

TERMS AND CONDITIONS OF SALE

The State of Missouri, Office of Administration, Division of Facilities Management, Design and Construction (“State”) will receive offers from prospective buyers (“Buyer”) for the real property described below.

DESCRIPTION OF PROPERTY

1. The real property to be sold is located at 275 Green Gable Drive, Mack’s Creek, Camden County, Missouri, and is more particularly described in Exhibit 1, which is attached to and incorporated in this document by reference (“Property”).
2. The Property is a portion of a former State of Missouri, Division of Youth Services’ facility consisting of approximately 41.8 acres. The Property includes an approximately 4-acre lake and approximately 375 feet of frontage along the west side of the Niangua River.
 - a. Note: The adjoining property containing the former DYS buildings and structures is being sold separately. Buyers should submit a separate offer for each property if interested in buying both.
3. The Property is identified as Camden County Parcel No. 17-6.0-13.0-000.0-000-006.000 and a portion of Parcel No. 17-6.0-14.0-000.0-000-009.000.

GENERAL CONDITIONS OF SALE

1. Sale of the Property (including any improvements) shall be on an “as is,” “where is” basis.
2. The Buyer agrees to take title to the Property subject to any outstanding taxes, any special liens or assessments, comprehensive land use plans, zoning, restrictions, prohibitions, permits, leases, tenancies and encumbrances affecting the Property, and other requirements or liens imposed by governmental authority, restrictions, qualifications and matters appearing on the plat, or otherwise common to the subdivision, restrictive covenants, public utility easements, and all outstanding easements, reservations, and other interests.
3. All of the State’s right, title, and interest will be conveyed to buyer by quitclaim deed without any warranties or covenants. The successful Buyer may, at its own cost, obtain a preliminary commitment for title insurance and leasehold title insurance, naming the Buyer as the insured, as set forth in the contract agreed to by the parties.
4. The State does not provide any warranties or representations regarding the environmental condition of the Property. The successful Buyer may, at its own cost, obtain an environmental assessment, as set forth in the contract agreed to by the parties.
5. Each offer shall be accompanied by an earnest money deposit (“Earnest Deposit”) in the form of a certified or cashier’s check or irrevocable letter of credit from a financial institution, made payable to the State of Missouri, Office of Administration, Division of Facilities Management,

Design and Construction in the amount of ten percent (10%) of the Buyer's offer.

6. The Earnest Deposit shall be forfeited to the State if the successful Buyer fails to perform as specified after written notification of award. The Earnest Deposit will be applied to the purchase price for the successful Buyer. Any Earnest Deposit received from an unsuccessful Buyer will be returned within ten (10) business days after the State's decision.
7. At closing, the successful Buyer shall be required to pay the balance of the purchase price by wire transfer of funds or other immediately available funds acceptable to the State, made payable to the State of Missouri, Office of Administration, Division of Facilities Management, Design and Construction or to the State's designated closing agent.
8. The prospective Buyer is responsible for arranging any necessary financing. The name of any lender to be involved, if applicable, should be included with the offer.
9. The Buyer shall pay for all costs of closing including, but not limited to, the cost incurred through surveying, advertising, and appraisal of the Property, title insurance, recording costs, real estate brokerage fees, and any other closing costs that the Buyer may incur. The State may require that the closing be processed by and through a title insurance company, or other agent, designated by the State, and the Buyer shall pay any costs charged by such company or agent for this closing service.
10. The Buyer shall pay all costs of sale incurred by the State or other parties on behalf of the State, by separate certified or cashier's check, made payable to State of Missouri, Office of Administration, Division of Facilities Management, Design and Construction or an escrow agent designated by the State, at the time of closing.
11. A copy of FMDC's standard Contract for the Sale of Real Estate is included as an Exhibit 2 to this RFP. The successful Buyer will be expected to agree to and execute the Contract within fifteen (15) business days after notice of award. The State may choose to negotiate terms of the Contract with the successful Buyer within the fifteen (15) business day period. If the parties are unable to successfully reach an agreement on Contract terms after fifteen (15) days, the State may reject the offer and accept another offer. More time may be allowed for Contract negotiation at the State's discretion. It is requested that the prospective Buyer identify all proposed terms of the Contract to be negotiated with the Buyer's offer.

GENERAL INFORMATION

1. It shall be the responsibility of each Buyer to raise any questions concerning the Property or the terms and conditions of sale or sale procedures prior to submitting an offer.
2. For information concerning the Property and/or sale procedures please contact:

Sheila Eastlick, Real Estate Specialist
Division of Facilities Management, Design and Construction
301 W. High Street, Room 730
PO Box 809
Jefferson City, MO 65101
(573)522-2283

sheila.eastlick@oa.mo.gov

3. Buyers are cautioned to carefully examine this Terms and Conditions of Sale and the Property being offered for sale. A Buyer will not be relieved of any liabilities and/or obligations because of its lack of knowledge of conditions or requirements.
4. An on-site inspection of the Property is not mandatory, but is strongly recommended. Please contact the Real Estate Specialist, identified above, to arrange for an on-site inspection.
5. The State is not bound by or responsible for any information verbally given to any prospective Buyer by any employee or contractor of the State. Only those communications pertaining to this offer, which are in writing from the State, may be considered as a duly authorized expression on behalf of the State.

OFFER SUBMISSION

1. The list price for this property is **\$139,500**. Offers that are below list price may be rejected, at the Seller's discretion.
2. The Property will be advertised for sale and offers will be received until **5:00 p.m. on Monday, August 28, 2023**. If the initial offer period does not produce a viable award recommendation, the State may, at its discretion, extend the offer period until it receives a viable offer.
3. Offers should be submitted by U.S. Postal Service, commercial carrier, or hand delivery to:
Division of Facilities Management Design and Construction
Attention: Sheila Eastlick
301 W. High Street, Room 730
PO Box 809
Jefferson City, Missouri, 65102
4. Each prospective Buyer must enter its name and return address in the upper left-hand corner of the envelope containing the offer for identification purposes.
5. The attached Offer Form must be completed in its entirety and be submitted in accordance with the procedures set forth herein. The price offer for the Property must be entered on the Offer Form.

OFFER ACCEPTANCE

The State reserves the right to reject or to negotiate any and all offers. The State will determine the successful offeror in its sole discretion, based on the best interest of the State of Missouri.

OFFER FORM

Buyer hereby offers the lump sum of \$ _____ for the purchase of the state real estate located at _____. The lump sum entered above does not include closing costs and other costs of the sale as described in the Terms and Conditions of Sale.

CERTIFICATION

I hereby certify that this offer is made without prior understanding, agreement or connection with any corporation, firm or person submitting an offer for this Property and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer, and certify that I am authorized to sign this Offer Form for the Buyer. I further certify that I have read and understand all the offer specifications and conditions. I agree to all terms, conditions and provisions that pertain to the sale of the specified Property.

BUYER NAME	AUTHORIZED SIGNATURE
BUYER MAILING ADDRESS	AUTHORIZED SIGNATURE (Print)
CITY STATE ZIP CODE	TITLE
TELEPHONE NUMBER NUMBER	CORPORATION CHARTER

Please note the following:

- Ensure that the name of the individual or entity purchasing the Property is properly and uniformly written (as it should appear on the deed).

- If the Buyer is an entity such as a general partnership, corporation, limited liability company, limited liability partnership or other organization that is not a natural person, make sure that the individual signing on behalf of the entity is authorized to do so and that his/her title matches the title on record with the Missouri Secretary of State or similar governmental entity having jurisdiction over such matters in the jurisdiction in which the entity was formed.

EXHIBIT 1

In Section 13, Township 37 North, Range 18 West of the 5th Principal Meridian, all that part of Lot 4, described as follows: Beginning at the Northeast corner of said Lot 4; thence South with the meanderings of the Niangua River 140 yards; thence West 210 yards; thence North to the North line of said Lot 4; thence East to the place of beginning. ALSO beginning at a point 210 yards West of the Northeast corner of said Lot 4, or at the Northwest corner of above described tract; thence West to the Quarter Section corner on West side of Section; thence South 35 yards; thence East to the West line of first above described tract; thence North to place of beginning. ALSO in said Section 13, Township 37 North, Range 18 West of the 5th Principal Meridian, that part of Lot 3, described as follows: Beginning at the Southwest corner of said Lot 3; thence East 420 feet; thence North 745 feet; thence in a Northwest direction on a straight line to a point 329 feet South of the Northwest corner of said Lot 3; thence South to place of beginning.

ALSO in Section 14, Township 37 North, Range 18 West of the 5th Principal Meridian, all of the South Half of the Northeast Quarter lying east of Green Gable Drive, EXCEPT 1 3/4 acres in the Northeast corner of the Southeast Quarter of the Northeast Quarter, described as follows: Beginning at the Northeast corner of said Southeast Quarter of the Northeast Quarter; thence West 472 feet; thence in a Southeast direction on a straight line to a point 329 feet South of above mentioned Northeast corner of the Southeast Quarter of the Northeast Quarter; thence North to place of beginning. All of the above described lands being in Camden County, Missouri.

EXHIBIT 2

CONTRACT FOR SALE OF REAL ESTATE

This contract is entered into this _____ day of _____ 20__, by and between _____ (hereinafter referred to as “Buyer”) and Michael L. Parson, Governor of the State of Missouri, acting for and in behalf of the State of Missouri, represented by the Office of Administration, Division of Facilities Management, Design and Construction (hereinafter referred to as “Seller”).

In consideration of the covenants and agreements of the respective parties, as hereinafter set forth, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and take from Seller, subject to the restrictions and covenants contained herein, a portion of the real property located at 275 Green Gable Drive, Mack’s Creek, MO and particularly described in Exhibit A, which is attached hereto and incorporated herein by reference, together with all improvements thereon and appurtenances thereto (hereinafter collectively referred to as the “Real Estate”).

The following terms, provisions, and conditions are further agreed to:

1. Purchase Price. The Purchase Price of the Real Estate is _____ (\$_____.00). Buyer covenants and agrees to deliver to Seller, on the date of Closing, the Purchase Price in cash or immediately available funds (cash, certified check or wire transfer).
2. Conveyance of Title. Conveyance shall be by quitclaim deed. Delivery of the quitclaim deed conveying title is conditioned upon Buyer’s payment of the full Purchase Price.
3. Title Insurance. Buyer may, at its sole option, order an owner’s policy of title insurance in the amount of the Purchase Price for the Real Estate naming Buyer as the insured, written by a title insurance company licensed to do business in Missouri under the provisions of Chapter 381, RSMo. The title insurance policy shall insure the owner’s title to be in marketable condition, and shall provide that the final title policy shall be issued immediately after Seller’s quitclaim deed is recorded, provided payment is made for the premium for such policy. Buyer shall have twenty (20) business days to obtain and examine the title insurance commitment and to notify Seller in writing at P.O. Box 809, Jefferson City, MO 65102, of any objections thereto that affect marketability of title to the Real Estate. For purposes of this contract, “marketable” or “marketability” shall mean that title to the Real Estate is free from all reasonable doubt that, if the facts were disclosed in relation thereto, would raise a just apprehension and reasonable doubt that would prompt a reasonably prudent and intelligent person acting on competent legal advice to refuse to take the Real Estate for that reason. If there are any objections, Seller may, within ten (10) business days after notification thereof, furnish to Buyer evidence that any such objections have been satisfied. In the event Seller is unwilling or unable to satisfy Buyer’s objections, Buyer, at its election, may void this contract by written notice to Seller. Buyer shall pay all costs of the issuance of the original title insurance commitment and final title policy.
4. Restriction on Encumbrances. Seller shall not encumber the Real Estate or any interest therein from the date of this contract until the date of closing.

5. Risk of Loss. Seller assumes all risks and liability for loss, damage or injury by fire, windstorm, accident or other cause, to the improvements, if any, to the Real Estate until the closing date. If the improvements to the Real Estate are damaged after the date of this contract and before the date otherwise set for closing, Buyer shall elect, within twenty (20) days of the date of such damage, to either cancel the contract or to proceed to closing.

6. Condition of Property.

a. As Is. Seller has not made and does not now make any representations, warranties, or agreements as to the condition or quality of the Real Estate or its suitability for Buyer's use. Buyer agrees to accept the Real Estate "as is, where is."

b. Environmental Liability. Buyer expressly agrees to assume full responsibility for ascertaining the extent of any environmental contaminants on the Property, and for any future remediation or removal costs. Buyer agrees to waive and release any and all claims Buyer may have against Seller under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any other federal, state, or local law, whether statutory or common law, ordinance, or regulation pertaining to the release of hazardous substances into the environment from or at the Real Estate.

7. Taxes. The Real Estate is not presently subject to ad valorem taxes. From the date of closing, Buyer or its successor or assign shall be responsible to pay all property taxes if and when due.

8. Possession. Seller shall retain possession of the Real Estate until closing. From and forever after closing, Buyer shall be entitled to possession.

9. Closing. The closing shall occur following the end of the Due Diligence Period, at a time and place mutually agreeable to the parties. The closing may be extended by mutual agreement of the parties without formal amendment of this agreement.

10. Notices. Any notice provided for in this contract shall be given by sending such notice by certified U. S. Mail, return receipt requested, and a notice so sent shall be deemed to have been received on the date reflected on the return receipt. Notices to Seller shall be addressed to Office of Administration, Division of Facilities Management, Design and Construction, P.O. Box 809, Jefferson City, Missouri 65102, and notices to Buyer shall be addressed to:

11. Brokers. Seller and Buyer each warrant and represent to the other that there are no brokers, agents or persons acting as a finder entitled to any compensation or commission in connection with the purchase and sale of the Real Estate as contemplated hereunder.

12. Earnest Deposit. Buyer paid an Earnest Deposit of _____ (\$ _____) to Seller upon submission of its offer. The Earnest Deposit shall be applied to the Purchase Price. If Buyer fails to consummate the purchase of the Property pursuant

to this Contract for any reason other than pursuant to a right of termination granted to Buyer hereunder, and Seller has performed all of its obligations hereunder, Seller may terminate this Contract by notifying Buyer in writing thereof and thereupon the Earnest Deposit shall be retained by the Seller.

13. Due Diligence. In addition to its rights to review title to the Real Estate as described above, Buyer shall have the right to conduct other reviews, inspections, and due diligence with respect to the Real Estate as described herein. Buyer shall have a period ending thirty (30) days after the execution of this contract ("Due Diligence Period"), in which to request and review information and documents from Seller, and to conduct such physical inspections, tests, soil tests, and reviews with respect to the Real Estate as Buyer may elect to conduct. Buyer shall pay for such tests and, after completing the tests, shall restore the Real Estate to its prior condition. Buyer hereby agrees to indemnify and hold Seller harmless from and against any liabilities, damages, costs and expenses (including reasonable attorney fees) arising out of mechanics liens on or physical damage to the Real Estate or personal injury resulting from Buyer's or its agents' acts during any such inspection or testing on the Real Estate, and this indemnity shall survive the closing or any termination of this contract. Buyer shall have until 5:00 p.m. on the final day of the Due Diligence Period to give written notice to Seller that it is not satisfied with its review, in which case this contract shall be deemed cancelled. If Buyer fails to give written notice of cancellation to Seller by this time, then this contract shall be deemed to be in full force and effect and all contingencies under this contract (unless otherwise specifically addressed herein, such as title review) shall be deemed to have been satisfied.

14. Successors. This contract shall be binding upon the parties hereto, their heirs, executors, and administrators, successors, and assigns. Stipulations and covenants herein are to apply and bind the successors and assigns of the respective parties.

15. Entire Agreement. This contract contains the entire agreement between Buyer and Seller. The parties acknowledge that no representations or inducements have been made other than those expressed in this contract, and that this contract supersedes any and all prior agreements, whether written or oral, pertaining to the matters expressed in this contract.

16. Time of Essence. Time shall be of the essence in the performance of each and every obligation and undertaking by the parties in this agreement.

17. Missouri Law Governs. This contract shall be interpreted and governed in accordance with the laws of the State of Missouri.

18. Execution in Counterparts. This contract may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

19. Amendment. A modification of any provision contained herein, or any other amendment to this contract, shall be effective only if the modification or amendment is in writing and signed by both Seller and Buyer. Any oral agreement to modify this contract shall be void and of no force and effect.

20. Waiver of Breach or Default. No waiver by any party hereto of any breach or default shall be considered to be a waiver of any other breach or default. The waiver of any condition shall not constitute a waiver of any breach or default with respect to any other condition, representation, or warranty.

IN WITNESS WHEREOF, the parties have duly signed this agreement on the date set forth below their names.

BUYER

Dated at _____, Missouri, this _____ day of _____, _____.

SELLER

Director
Office of Facilities Management, Design and Construction

Dated at the City of Jefferson City, Missouri this _____ day of _____, _____.

EXHIBIT A

In Section 13, Township 37 North, Range 18 West of the 5th Principal Meridian, all that part of Lot 4, described as follows: Beginning at the Northeast corner of said Lot 4; thence South with the meanderings of the Niangua River 140 yards; thence West 210 yards; thence North to the North line of said Lot 4; thence East to the place of beginning. ALSO beginning at a point 210 yards West of the Northeast corner of said Lot 4, or at the Northwest corner of above described tract; thence West to the Quarter Section corner on West side of Section; thence South 35 yards; thence East to the West line of first above described tract; thence North to place of beginning. ALSO in said Section 13, Township 37 North, Range 18 West of the 5th Principal Meridian, that part of Lot 3, described as follows: Beginning at the Southwest corner of said Lot 3; thence East 420 feet; thence North 745 feet; thence in a Northwest direction on a straight line to a point 329 feet South of the Northwest corner of said Lot 3; thence South to place of beginning.

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