

Greene County Commission Briefing
Commission Office
1443 N. Robberson, 10th Floor
October 25, 2018
9:30 a.m.

Present: Bob Cirtin, Harold Bengsch, Lincoln Hough, Cindy Stein, Jeff Scott, Justin Hill, Kevin Barnes, Vanessa Branden, Donna Barton, Bob Dixon and Megan Applegate.

Resource Management Director Kevin Barnes presented the Commission with a real estate purchase agreement (Exhibit I) for a property located at 4481 South Farm Road 193, Springfield, Missouri. This property has been discussed in detail at prior briefings. The property is located in a sinkhole and has flooded multiple times since 2008. Commissioner Hough asked Barnes what fund the home will be paid out of, Barnes explained that it will come out of GR2 from money that is dedicated for storm water funds from the tax initiative. Commissioner Cirtin expressed concern the buyout of properties located in the sinkholes and areas prone to flooding were outlined in the tax initiative. Barnes explained it was, and Auditor Cindy Stein confirmed if ever this question came up in an audit it would in fact pass. Hough also asked Barnes if other communities buy properties in similar circumstances and Barnes explained they do, and Greene County is not the first county to do such things. Commissioner Harold Bengsch moved to approve the purchase and signing of the real estate agreement. Commissioner Bob Cirtin seconded the motion and it passed unanimously. Aye: Cirtin, Bengsch and Hough. Nay: None. Absent: None. Abstain: None.

Barnes gave an update to the Commission. The Operations Center soil has been found to be unstable and there is work to remedy this issue. Judicial will begin updates on 11/14 and it is unlikely that the project will be completed in 2018. Updates on an issue pertaining to the jail sewer system was given. An Installer Class will take place today.

Commissioner Cirtin informed the Commission that Prosecuting Attorney Dan Patterson is currently working on ways to market the Family Justice Center so that the public is aware of its existence.

With no other business the meeting was adjourned.

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made this 25th day of October, 2018, by and between COLLIN A. AND GABRIELLE I. CURTIS, husband and wife, (hereinafter referred to as "Seller"), and GREENE COUNTY, MISSOURI, a county of the first class without a charter form of government (hereinafter referred to as "Buyer") (the "Agreement").

WITNESSETH:

WHEREAS, Seller is the owner of property located at 4481 South Farm Road 193, Springfield, Missouri (Parcel ID: 88-19-14-200-030); and legally described as:

A TRACT OF LAND LOCATED IN SECTION 14 (14), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-ONE (21) WEST, ALL BEING IN GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION FOURTEEN (14); THENCE ALONG THE EAST LINE OF SAID NORTHWEST QUARTER SOUTH 004537 EAST A DISTANCE OF 990.00 FEET TO AN IRON PIN SET FOR CORNER; THENCE NORTH 894014 WEST A DISTANCE OF 220.04 FEET TO AN IRON PIN SET FOR CORNER; THENCE NORTH 004537 WEST A DISTANCE OF 990.00 FEET TO AN IRON PIN SET FOR CORNER; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER (SE ¼) OF SAID NORTHWEST QUARTER (NW ¼) SOUTH 894014 EAST A DISTANCE OF 220.04 FEET TO THE POINT OF BEGINNING; EXCEPTING ANY PART THEREOF TAKEN OR DEEDED FOR THE ROAD PURPOSES INCLUDING THE FOLLOWING DESCRIBED TRACT:

A TRACT OF LAND LOCATED IN SECTION 14 (14), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-ONE (21) WEST, ALL BEING IN GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION FOURTEEN (14); THENCE ALONG THE EAST LINE OF SAID NORTHWEST QUARTER SOUTH 004537 EAST A DISTANCE OF 990.00 FEET TO AN IRON PIN SET FOR CORNER; THENCE NORTH 894014 WEST A DISTANCE OF 220.04 FEET TO AN IRON PIN SET FOR CORNER; THENCE NORTH 004537 WEST A DISTANCE OF 990.00 FEET TO AN IRON PIN SET FOR CORNER; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER (SE ¼) OF SAID NORTHWEST QUARTER (NW ¼) SOUTH 894014 EAST A DISTANCE OF 220.04 FEET TO THE POINT OF BEGINNING

WHEREAS, Buyer desires to acquire said real property together with all appurtenances thereon, and Seller desires to convey all of Seller's right, title and interest in the real estate, pursuant to this Agreement on the date and at the time provided for herein, hereinafter referred to as the "Closing Date"; and

WHEREAS, the parties hereto desire to set forth certain representations, warranties and covenants made by each to the other as an inducement to the consummation of the sale and certain additional agreements relating to the sale.

NOW, THEREFORE, in consideration of promises and mutual representations, warranties, and covenants herein contained, the Seller and Buyer hereby agree as follows:

1. Transfer of Real Estate - For the promises herein provided, Seller shall transfer and convey by General Warranty Deed to Buyer, and Buyer shall acquire from Seller, subject to the terms and conditions herein set forth, all of the Seller's right, title and interest in and to a parcel of real property, including all improvements thereon, commonly known as 4481 South Farm Road 193, which is legally described above, including all improvements thereon, free and clear of any and all liens and encumbrances.

2. Purchase Price and Payment. Subject to the contingencies set forth in Paragraph 3 of this Agreement, the Purchase Price to be paid for the aforementioned Premises shall be the sum of TWO HUNDRED SEVENTY-SIX THOUSAND AND NO/100 DOLLARS (\$276,000.00) due at Closing.

3. Contingencies. In the event the following contingencies are not satisfied, Buyer may elect to terminate this agreement which shall become null and void and of no further force and effect. If Buyer elects to exercise a contingency and terminate this Agreement, it must do so by providing Seller with written notice detailing the reason for the failure of the contingency within ten (10) days of the Closing Date, otherwise the performance is deemed waived. This Agreement and Buyer's performance are expressly contingent on the following:

- (a) Title Commitment – Seller, at Buyer's expense, shall furnish a title insurance commitment issued by a title insurance company reasonably acceptable to Buyer (the "Title Company") on the now current ALTA standard form "B" policy. The commitment shall certify Seller has good and merchantable fee simple title to the above-described Premises as of the date of Closing subject to the standard commitment exceptions. Said commitment shall be issued within thirty (30) days before the date of Closing along with copies of all documents referred to as Exceptions therein. Buyer shall have fifteen (15) days after the receipt of the commitment and documents to review and make objections to title. If Buyer fails to make written objections to the title in a timely manner, Buyer shall be deemed to have waived its objections. Should Buyer deliver to Seller its written objections to title, Seller shall have until Closing to remove all such defects or objections or to provide assurances acceptable to Buyer that the same will be removed at or before Closing. In the event Seller is unable to assure, or provide assurance with respect to any and all such defects or objections by Closing, Buyer may, at its option, extend the date for Closing an additional thirty (30) days, terminate this agreement, or waive its objections and proceed to Closing. Buyer shall have the right to obtain the commitment to insure title in the amount of the Purchase Price of the property from a title company and Buyer shall pay the premium for the title policy.
- (b) Environmental Audit and Assessment – Buyer, at Buyer's expense, shall have the right to inspect, conduct soil tests, core samples, engineering, structural and mechanical studies and investigate the Premises and the structure thereon to determine any physical, structural, mechanical or topographic conditions which would impede the Buyer's intended use and

development of the property, or the presence of hazardous substances on the Premises, all at Buyer's own expense. An environmental assessment company, on Buyer's behalf, will conduct a risk assessment concerning the property to determine the presence of any hazardous substances on or under the Premises, and supply Buyer with all environmental test results and risk assessment reports pertaining to all hazardous substances or any required remediation that may be necessary to the structure on the Premises or in the soil or ground water under the property. Seller shall give Buyer and its inspectors reasonable access to the Premises to complete the required inspections and investigations. Buyer will repair the Premises to a condition reasonably similar to its conditions prior to its investigation. All inspections and environmental assessments of the Premises shall be conducted within thirty (30) days of the date of the execution of this agreement.

4. Leases – Seller represents and warrants to Buyer that there is no lease in force and such representation and warranty shall survive the Closing date. Seller shall not execute any agreements relating to the premises after the parties' execution of this agreement without the prior written consent of Buyer, which said consent may be withheld by Buyer at its sole discretion. Seller shall hold harmless and indemnify Buyer from and against any claims which may arise or be based upon any alleged leasehold interest, tenancy or other right of occupancy or use of any portion of the premises.

5. Environmental. Seller, to the best of its knowledge and belief, hereby states:

- (a) There are no abandoned wells, agricultural or drainage wells, disposal areas or underground storage tanks (as defined in Revised Statutes of Missouri) located in, on or about the Premises;
- (b) There is and has been no hazardous waste or hazardous materials, including but not limited to asbestos stored, generated, treated, transported, installed, dumped, handled or placed in, on or about the Premises;
- (c) At no time have any federal or state hazardous waste clean up funds been expended with respect to any of the Premises;
- (d) There has never been any release from any underground storage tank in real property contiguous to Premises which has resulted in any hazardous substance coming in contact with the Premises;
- (e) Seller has not received any directive, citation, notice, letter or any other communication whether written or oral from the Environmental Protection Agency, the Missouri Department of Natural Resources, or any other governmental agency with authority under any environmental laws, or any person or entity regarding the release, disposal, discharge or presence of any hazardous waste on the Premises, or any violation of any environmental laws; and

- (f) Neither the Premises nor any real property contiguous to the Premises nor any predecessors entitled to the Premises are in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority to any removal or remediation obligations under any environmental laws.

6. Closing:

- (a) Closing shall occur ten (10) days after the Seller's receipt of the title report and environmental audit of the premises and provided the contingencies to closing delineated in Paragraph 3 of this Agreement have been satisfied or released by Buyer subject to the foregoing, Closing shall occur no later than November 2, 2018. Unless otherwise agreed to by the parties, this transaction shall be closed at the offices of Meridian Title Company in Springfield, Missouri, which is the title company insuring the property. Buyer shall deliver its check sufficient to pay Buyer's payment obligation of the balance of the purchase price and closing costs, less the real estate taxes for any prior years which are unpaid, and all other documents necessary to complete Closing. If a closing fee is charged, the cost will be paid by the Buyer. The recording fee shall be paid by the Buyer.
- (b) Seller hereby waives any requirements or procedural steps provided by Missouri law pursuant to Chapter 523 Revised Statutes of Missouri and its individual sections.
- (c) At Closing, Seller shall execute and deliver to Meridian Title Company, as Escrow Agent, a Warranty Deed for the Premises in recordable form, duly executed, and acknowledged by Seller, conveying title to the Premises to Buyer, free and clear of all liens, taxes, restrictions, tenancies, occupancies and encumbrances of every kind and description, except any easements, rights of way, or conditions of record accepted by Buyer. Said Warranty Deed shall be delivered by Escrow Agent to Buyer for recording upon notification from Seller that Buyer has satisfied all of the provisions and requirements of this Agreement applicable to Buyer.
- (d) Seller and Buyer agree to hold harmless Escrow Agent from any actions taken under this Agreement, and in the event Escrow Agent is brought into any litigation between Seller and Buyer, Seller and Buyer shall be jointly responsible for Escrow Agent's reasonable attorneys' fees and costs therein incurred.
- (e) Seller will warrant at Closing that there are no unpaid bills from improvements within twelve (12) months prior to Closing and that Seller has no knowledge of proposed improvements to be paid for by special assessment or fee. Seller further agrees to furnish all assurances, indemnities, deposits or other requirements of the insuring title company in order for the owner's title insurance policy, when issued, to contain no exception as to liens or the right of liens for service, labor or materials imposed by law and not shown by the public records.

- (f) The parties agree the taxes shall be prorated as of the date of Closing and Seller shall be responsible for the payment of its pro rate share of all property taxes accrued as of the date of Closing which shall be deducted from the Purchase Price.

7. Remedies Upon Default - Seller or Buyer shall be in default under this Agreement if either fails to comply with any material provision within the time limits required by this Agreement. If either party defaults the party claiming a default shall notify the other party, in writing, of the nature of the default and terminate this Agreement, or extend the time for performance by written documents signed by all parties. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default. In the event of such a default by either party hereto, the non-defaulting party shall have all rights granted under the laws of Missouri, in order to enforce non-defaulting party's rights, including specific performance, unless this Agreement is terminated, in which event neither party shall have any further obligations to the other. If legal action is brought arising out of such a default, the prevailing party shall be entitled to a reasonable attorney fee.

8. Following Closing: After Closing, Seller shall:

- (a) Be entitled to remain in possession of the premises until November 2, 2018, whereupon Seller shall turn over possession of the premises and the residence located thereon in as good a condition as it existed on the date of Closing, normal wear and tear excepted. Seller shall not be required to pay rent to Buyer until after the above date.
- (b) Cause the utilities to remain in the name of Seller until possession of the premises is delivered to Buyer. Seller agrees to be responsible for the payment of all utilities and shall hold Buyer harmless from the payment of all utilities at the Premises after Closing until possession of the premises is delivered by Buyer.
- (c) Hold Buyer harmless from any and all costs and expenses of maintenance, repair and improvement of said Premises incurred by Seller or at Seller's direction or request.
- (d) Maintain the current policy of insurance that is in force for fire and extended coverage on said Premises and shall name the Buyer as an additional insured on said policies. Seller shall maintain adequate liability insurance. Seller shall hold Buyer harmless up to the statutory liability damage cap set forth in Section 537.610, RSMo in the event of any injury sustained on the subject property. This language is not intended to act as a waiver or limitation of the County's rights or defenses with respect to sovereign immunity under Missouri law.
- (e) Seller shall be entitled to remove from the residence on the premises the following items of personal property:

Major Appliances (including but not limited to: stove/oven, refrigerator, dish washer, etc.)

Cabinets
HVAC equipment

9. Broker's Commission. The Buyer and Seller separately warrant that they did not receive the services of a real estate agent, and therefore, no real estate commission of any kind shall be due upon Closing of the property from Buyer or Seller.
10. Risk of Loss. The risk of loss or damage to the property prior to Closing by fire, other casualty, act of God, or any other event, shall be on Seller. If prior to Closing the property is damaged by such an occurrence, then Buyer, at its option, shall have the right to terminate this Agreement. If Buyer does not elect to terminate this Agreement, then Seller shall repair any such damage prior to Closing from any insurance proceeds received or Buyer shall be allowed to deduct from the Purchase Price an adequate amount to affect such repairs or elect to receive any insurance proceeds payable to Seller.
11. Execution - The execution and delivery of facsimile transmissions of this Agreement shall constitute legal and binding obligations of the parties. To facilitate execution, this Agreement may be executed in as many counterparts as may be required, and it shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on more than one counterpart. All counterparts shall collectively constitute a single Agreement.
12. Time is of the Essence - Time is of the Essence in the performance of each provision of this contract by the parties. All references to a specific time shall mean central time. All references to periods of days shall mean calendar days, unless otherwise provided.
13. Binding Effect - This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, and shall be construed and enforced in accordance with the laws of the State of Missouri.
14. Entire Agreement - This Agreement and all attachments hereto constitute the entire Agreement between the parties and there are no representations, warranties, or understandings, written or oral, except as set forth herein, relating to the subject matter of this Agreement, which supersedes all prior Agreements, and this Agreement may not be changed, modified or amended, in whole or in part, except by written documents signed by all parties.
15. Survival of Provisions - To the extent necessary to carry out the intent of this Agreement, the provisions herein shall survive the closing/settlement of this transaction.
16. Assignment - Buyer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the Seller. Seller may not assign this Agreement or any rights or obligations hereunder without the prior written consent of Buyer.
17. Governing Law - This contract shall be governed by the laws of the State of Missouri. This contract is to be deemed to have been jointly prepared by the parties hereto, and any uncertainty or ambiguity existing herein shall not be interpreted against any of the parties, but according to the application of the rules and interpretation of contract.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dated: 10-17-18

Dated: 10/17/18

"SELLER"

By: [Signature]
Collin A. Curtis

By: [Signature]
Gabrielle I. Curtis

"BUYER"
GREENE COUNTY, MISSOURI

Dated: _____

By: [Signature]
Robert Cirlin
Presiding Commissioner

Dated: _____

By: [Signature]
Harold Bengsch
Commissioner 1st District

Dated: _____

By: [Signature]
Lincoln Hough
Commissioner 2nd District

COUNTY CLERK

By: _____
Shane Schoeller
Greene County Clerk

SHARON STEPHENS
Notary Public - Notary Seal
State of Missouri
Commissioned for Greene County
My Commission Expires: December 27, 2019
Commission Number: 11382201

Sharon Stephens
10-17-18

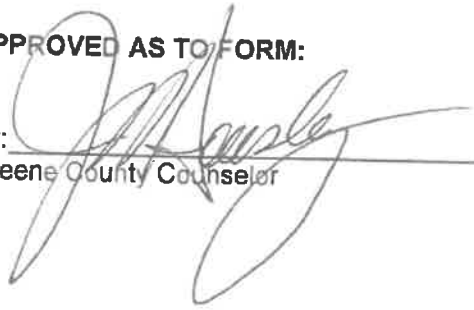
Auditor Certification

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

By: _____
Cindy Stein
Greene County Auditor

APPROVED AS TO FORM:

By: _____
Greene County Counselor

A large, stylized handwritten signature in black ink, written over the signature line for the Greene County Counselor. The signature is cursive and appears to be the name of the official.

Collin A. and Gabrielle I. Curtis

A TRACT OF LAND LOCATED IN SECTION 14 (14), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-ONE (21) WEST, ALL BEING IN GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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4481 S. Farm Road 193,
Rogersville, MO 65742

ACCEPTED:


ROBERT CURTIS
Presiding Commissioner


HAROLD BENGSCHE
Commissioner 1st District


LINCOLN HOUGH
Commissioner 2nd District