

Agreement

This Agreement made and entered into the _____ day of _____, 2017 by and between the City of Kirksville, MO., hereinafter referred to as (City) and Kirksville Commercial Developer, LLC, hereinafter referred to as (Developer), and collectively with the City, the “Parties”.

NOW, THEREFORE, for and in consideration of the terms and covenants set forth in this Agreement, the parties hereto agree as follows:

I. SUBJECT OF AGREEMENT.

Subject to the terms and conditions set forth in this Agreement, Developer shall convey and City shall receive title to the real estate described in Exhibit A and illustrated in Exhibit B attached hereto and incorporated herein (the “Property”). Title to the Property shall be conveyed subject to rights of reversion to City, easements, restrictions, zoning ordinances, covenants, and rights of way of record.

II. CONSIDERATION.

For and in consideration of the transfer of the Property to City, the City and Developer represent, warrant, and agree to the following terms and conditions:

1. City shall accept ownership of land described in Exhibit A and illustrated in Exhibit B for the purpose of applying for a Break in Access from the Missouri Department of Transportation (MoDOT).
2. City shall apply for and will undertake it’s best efforts to obtain approval for a Break in Access permit from MoDOT, executing a Break in Access Agreement with MoDOT, which will be incorporated into this Agreement as Exhibit C.
3. City shall allow Developer to complete improvements as outlined in the Break in Access permit as issued by MoDOT.
4. Developer shall be responsible for the conveyance of land as described in Exhibit A and all associated costs.
5. Developer shall be responsible for the construction of improvements on State right of way and City land in accordance with the Break in Access permit and standards of both MoDOT and City for right of way and roadway improvements.
6. Developer agrees to comply with all zoning, subdivision, City ordinances and building requirements in its efforts to construct roadway improvements and complete requirements of the Break in Access Agreement and Kirksville Commercial Development Minor Subdivision as approved.

III. IMPROVEMENTS.

Within twelve (12) months after the after the permit is conveyed to City or the permit is issued by the State of Missouri Department of Transportation or the later of the two dates. Developer

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shall complete the roadway improvements as authorized in the Break in Access Permit and the Kirksville Commercial Development Minor Subdivision.

IV. TITLE.

Developer will convey title to the Property to City, free and clear of all liens, encumbrances, defects and burdens, except: easements, restrictions, and rights of reversion stated herein, and rights of way, by a special warranty deed to be delivered at "Closing". The Developer will provide title insurance commitment prior to closing and a title policy showing that the title conveyed is in accordance with this paragraph. Closing shall take place at title company selected by Developer on or before the 45th day after the full execution of the Break in Access Agreement (the "Closing Date").

V. PAYMENT OF EXPENSES.

City shall have no liability of any cost, fees, obligations, real estate taxes, or any other cost related hereto and all cost of including but not limited to financing, title insurance, closing, appraisals, mortgages and registration fees and any and all other costs related to this Agreement or the transfer of the Property shall be paid by Developer.

VI. TAXES AND ASSESSMENTS.

Developer shall pay all taxes and assessments for the years prior to and subsequent to the Closing. Taxes and assessments for the year of Closing shall be paid by Developer and shall not be prorated.

VII. ASSIGNMENT.

City shall not sell, assign, or transfer this Agreement or any interest under it or any interest in or to Property, without first obtaining the written consent of Developer. Additionally, City shall not sell, transfer or convey the above described Property without first obtaining the written consent of Developer.

VIII. DEFAULT.

In the event Developer fails to comply with any term or warranty in this Agreement, then title to the Property shall stay with the City and this Agreement shall immediately become null and void, whereupon all rights of the Developer hereunder shall end all at the option of City. Developer specifically understands that should this Agreement be declared null and void, that Developer shall have no claim against City for any damages, cost, or claim for specific performance and the failure to comply with the terms of this Agreement shall be solely at the risk of Developer without liability or obligation on behalf of the City.

IX. TERMS SURVIVE CLOSING.

All terms and conditions of this Agreement shall survive Closing, and be enforceable at law or equity.

X. ENTIRE AGREEMENT.

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This Agreement and all exhibits hereto, contain the entire understanding between parties and no other warranty, representations or agreements shall be binding upon the parties unless heretofore set forth in writing.

XI. MISSOURI LAW.

This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of Missouri.

XII. BINDING EFFECT.

This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and permitted assigns.

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

KIRKSVILLE COMMERCIAL DEVELOPER, LLC

Paul Williams
Managing Member

Attest:

CITY OF KIRKSVILLE

Mari E. Macomber
City Manager

Attest:

City Clerk

Agreement

EXHIBIT A

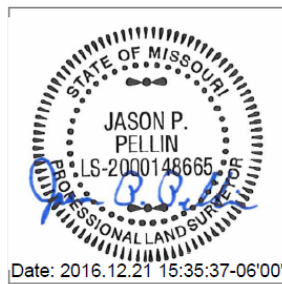


21 DESIGN GROUP ENGINEERING AND SURVEYING

1351 Jefferson St., Suite 301 Telephone: 636.283.0621
Washington, MO 63090 E-Mail: mail@21designgroup.net

A tract of land being part of Lot 2 of Kirksville Commercial Development Minor Subdivision, in Section 16, Township 62 North, Range 15 West of the 5th P.M., City of Kirksville, Adair County, Missouri and being more particularly described as follows:

Commencing from the Southeast corner of said Lot 2; thence along the east line of said Lot 2 and the west right-of-way line of U.S. Highway 63, N02°15'13"E 544.17 feet to the point of beginning of the tract of land described herein; thence leaving the east line of said Lot 2 and said west right-of-way line along a curve deflecting to the left having a radius of 63.52 feet, an arc length of 40.06 feet, a chord course of S73°27'03"W 39.40 feet; thence N34°36'55"W 60.00 feet; thence along a curve deflecting to the right having a radius of 123.52 feet, an arc length of 78.67 feet, a chord course of N73°37'47"E 77.34 feet to the east line of said Lot 2 and the west right-of-way line of U.S. Highway 63; thence along the east line of said Lot 2 and said west right-of-way line, S02°15'13"W 60.00 feet to the point of beginning, containing 3,562 square feet. Subject to any and all easements, restrictions, conditions, etc. of record



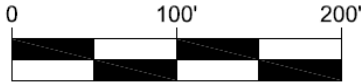
Jason P. Pellin, L.S. # 2000148665
State of Missouri
Professional Land Surveyor
For 21 Design Group, Inc.
L.S.C. #2013008264

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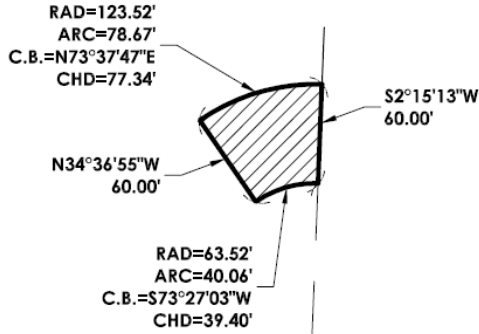
EXHIBIT B

EXHIBIT

PART OF LOT 2 OF KIRKSVILLE COMMERCIAL DEVELOPMENT MINOR SUBDIVISION, SECTION 16, TOWNSHIP 62 NORTH, RANGE 15 WEST OF THE 5TH P.M., CITY OF KIRKSVILLE, ADAIR COUNTY, MISSOURI



SCALE: 1" = 100'



LOT 2 OF KIRKSVILLE COMMERCIAL DEVELOPMENT MINOR SUBDIVISION

U.S. HIGHWAY 63

SOUTHEAST CORNER OF LOT 2 OF KIRKSVILLE COMMERCIAL DEVELOPMENT MINOR SUBDIVISION



Date: 2016.12.21 15:34:36-06'00'

Jason P. Pellin, L.S. #2000148665
State of Missouri
Professional Land Surveyor
for 21 Design Group, Inc.
L.S.C. #2013008264

SURVEY CERTIFICATE OF AUTHORITY NO. LS-2013008264
ENGINEERING CERTIFICATE OF AUTHORITY NO. E-2013005879

21 DESIGN GROUP
ENGINEERING AND SURVEYING
1351 Jefferson St., Suite 301 mail@21designgroup.net
Washington, MO 63090 636-283-0621 (tel.)

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EXHIBIT C

Break in Access Agreement

(to be added upon execution by City and MoDOT)