



Bob Dixon  
Presiding Commissioner

Harold Bengsch  
1<sup>st</sup> District Commissioner

John C. Russell  
2<sup>nd</sup> District Commissioner

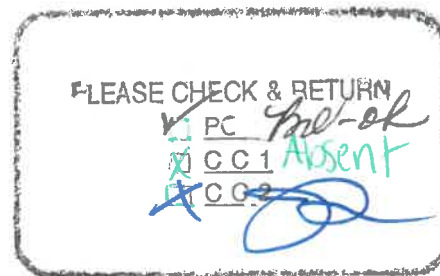
Shane Schoeller  
Clerk of the Commission

Christopher J. Coulter, AICP  
County Administrator

**COUNTY COMMISSION**  
**Greene County, Missouri**  
**(417) 868-4112**

**Greene County Commission  
Commission Briefing Minutes**

**Thursday, July 18, 2019**  
09:30 AM  
Historic Courthouse  
Room 212  
940 N Boonville



**Attendees:** Bob Dixon, John Russell, Chris Coulter, Kevin Barnes, Jeff Scott, Major Royce Denny and Megan Applegate.

**Informational Items**

Resource Management Director Kevin Barnes provided the Commission with an update. Chairlift in the jail is being repaired. Phase I environmental assessment is being complete for the TEFT building and will receive results upon completion.

**Items for Consideration and Action by the Commission**

Barnes presented a real estate agreement for a property located at 9574 W. Farm Road 84 in Willard. (EX 1)

Commissioner Russell asked Barnes about the history of buying out flooded properties in the county.

Commissioner John Russell moved to approve the real estate agreement between Greene County and NSI at the discussed location. Commissioner Bob Dixon seconded the motion and it passed unanimously. YES: Dixon and Russell. NAY: none. Abstain: none Absent: Bengsch

**Other:** Major Royce Denny informed Commission that the population in the jail was 918.

With no other business the meeting was adjourned.

**REAL ESTATE PURCHASE AGREEMENT**

THIS AGREEMENT is made this 12 day of July, 2019, by and between NSI A, LLC, (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 9574 West Farm Road 84, Willard, Missouri (Parcel ID: 88-07-32-100-002); and legally described as:

**ALL BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION THIRTY-TWO (32), TOWNSHIP THIRTY (30), RANGE TWENTY-THREE (23); THENCE WEST 52 RODS TO THE MIDDLE OF CLEAR CREEK, THENCE SOUTHEAST ALONG THE MIDDLE LINE OF CLEAR CREEK 20 RODS TO A POINT IN THE MIDDLE OF CLEAR CREEK, THENCE SOUTH 75° EAST 6 RODS; THENCE SOUTH 4 RODS; THENCE SOUTH 70° EAST 10 RODS; THENCE NORTH 4 RODS TO THE MIDDLE OF SAID CREEK, THENCE SOUTHEAST ALONG THE LINE OF SAID CREEK 22 RODS TO A POINT WHERE THE EAST BOUNDARY LINE OF SAID 40 ACRES INTERSECT SAID CREEK; THENCE NORTH 24 RODS TO THE PLACE OF BEGINNING, THE SAME BEING ALL THAT PART OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION THIRTY-TWO (32), TOWNSHIP THIRTY (30), RANGE TWENTY-THREE (23), LYING NORTH OF THE MIDDLE LINE OF CLEAR CREEK, INCLUDING A SMALL PARCEL OF LAND SOUTH OF SAID CREEK AS ABOVE DESCRIBED, ADJOINING THE DAM OF HOOVER MILL, BEING SITUATED AND LOCATED IN GREENE COUNTY, MISSOURI, EXCEPT THAT PART IN DEED IN BOOK 2330, PAGE 1371, IN THE RECORDER'S OFFICE, GREENE COUNTY, MISSOURI EXCEPT ANY PART THEROF TAKEN OR USED FOR ROAD OR HIGHWAY PURPOSES ACCORDING TO THE RECORDED PLAT THEREOF.**

**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 9574 West

Farm Road 84, 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 ONE HUNDRED FIFTY-THREE THOUSAND AND NO/100 DOLLARS (\$153,000.00) 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 August 16, 2019. 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 August 16, 2019, 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 until possession of the premises is delivered to Buyer 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:

None.

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: 7-12-14

**"SELLER"**

By: 

NSI A, LLC  
Trent Overhue  
Managing Member

**"BUYER"  
GREENE COUNTY, MISSOURI**

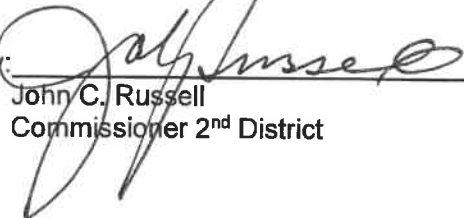
Dated: \_\_\_\_\_

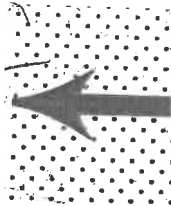
By:   
Bob Dixon  
Presiding Commissioner

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Harold Bengsch  
Commissioner 1<sup>st</sup> District

Dated: \_\_\_\_\_

By:   
John C. Russell  
Commissioner 2<sup>nd</sup> District



**COUNTY CLERK**

By: \_\_\_\_\_  
Shane Schoeller  
Greene County Clerk

**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