

Greene County Commission Briefing
Commission Conference Room
1443 N. Robberson, 10th Floor
Tuesday, March 19, 2019
9 a.m.

Present: Kate Morris, Donna Barton, John Russell, Chris Coulter, Bill Prince, Mailyn Jeffries, Harold Bengsch, Bob Dixon, Miriam Minter, Tom Canter, Tina Phillips, Mike Cagle, Chris Mericle, and Rick Artman.

Posting of this meeting was inadvertently listed at 9 a.m. and 9:30 a.m. on two different documents. Commission reversed the agenda and began with informational updates in order to postpone any possible action items until 9:30 a.m. to ensure that all who wished to be present would be accommodated due to the clerical error.

Human Resources Director Mailyn Jeffries told the Commission that 760 employees completed health assessments this year. She said 46 employees also recently took CPR training. She told the Commission that the Department of Labor has set salaries for exemption at \$35,308, which will take effect January 2020. She said the current threshold is approximately \$23,000 per year, and there are currently two exempted employees who would not meet the new threshold. In 2016 the proposed threshold was \$7,000 which created some difficulties in arranging for exempt employees. Mailyn said the new threshold should be easier to work with. She said that the January unemployment rate was 3.2%, making it difficult for recruitment.

County Administrator Chris Coulter reminded the Commission of the upcoming City-County management meeting. He also noted that he's working to set up a closed session regarding real estate for the jail. He said the jail design team is at a point at which they need to know where the jail will be located. He also told the Commission about a recent opinion letter provided by county counsel John Housley. His opinion was sought on the matter of Barker, Phillips, Jackson being eligible to bid for health insurance since Mike Scott with Barker, Phillips, Jackson is also on the Planning Board and is the Purchasing Director's uncle. John said that there is not a conflict.

Public Information Officer Donna Barton said she is working on completing FEMA and SEMA training. She said she recently gave a presentation to about 70 students at Pipkin Elementary and she said she's preparing for the Transparency Portal announcement tomorrow.

An MOU for legal services between Greene County (the Juvenile Office) and Springfield Public Schools was presented for approval (Exhibit A). Commissioner Bengsch made a motion to approve the agreement. Commissioner Russell seconded the motion. The motion passed unanimously.
Aye: Bengsch, Dixon, Russell. Nay: None. Absent: None. Abstain: None.

Buyer Miriam Minter presented a sole source purchase request for restrain safety chairs for the jail. She said funds would come from the inmate security fund. Lt. Tom Canter told the Commission that there

are currently three chairs in service and one held for training. Commissioner Russell made a motion to approve the purchase. Commissioner Bengsch seconded the motion. The motion passed unanimously. Aye: Bengsch, Dixon, Russell. Nay: None. Absent: None. Abstain: None.

Highway Director Rick Artman presented a real estate agreement for the northwest corner of West Bypass and Farm Road 146 for access during a project. Commissioner Bengsch made a motion to approve the agreement. Commissioner Russell seconded the motion. The motion passed unanimously. Aye: Bengsch, Dixon, Russell. Nay: None. Absent: None. Abstain: None.

Rick also presented a temporary construction easement and warranty deed for the location off Farm Road 146. Commissioner Russell made a motion to approve the agreement. Commissioner Bengsch seconded the motion. The motion passed unanimously. Aye: Bengsch, Dixon, Russell. Nay: None. Absent: None. Abstain: None.

Chief Executive Assistant Kate Morris presented the new Commission Office letterhead, which Commission approved. Chris Coulter noted that he is also working on a funding MOU with Missouri Institute of Natural Science and will bring it to the Commission once it's ready.

Meeting adjourned.

MEMORANDUM OF UNDERSTANDING

This Intergovernmental Memorandum of Understanding is made and entered into this 1st day of January, 2019, by and between Greene County Juvenile Division, (hereinafter referred to as "County") and Legal Services of Southern Missouri, (hereinafter referred to as "LSSM").

WITNESSETH:

WHEREAS, LSSM is a corporation formed to provide legal services to low income persons; and

WHEREAS, County desires to have LSSM provide legal representation for low income parents of juveniles who are parties to abuse and/or neglect cases filed in Greene County Family Court; and

WHEREAS, it serves the public welfare and interest and provides to low income or indigent persons such representation; and

WHEREAS, the parties desire to confirm the parties understandings.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the parties covenant and agree as follows:

1. LSSM agrees to provide legal representation for the twelve (12) month period ending December 31, 2019, for low income or indigent parents of juveniles who are parties to an abuse/neglect case filed in the Greene County Family Court. The expenditures scheduled for the calendar year 2019 shall be subject to budgetary appropriation.
2. County agrees to pay to LSSM for such services the sum of \$210,000 per calendar year, payable in four (4) quarterly payments on the last day of March 2019, and thereafter on the last day of each quarter thereafter during the term of this agreement.

3. LSSM anticipates it will provide a minimum of two attorneys and one support staff member to carry out its duties under this agreement. The attorneys and staff shall devote at least 75 percent of their time to this contract.
4. As soon as reasonably practical after December 31, 2019, LSSM agrees to provide County and the County Commission with a year-end report outlining the activities and outcome of this service provided by LSSM. The purpose of this report will be to evaluate the success and effectiveness of providing this service.
5. LSSM may decline representation of any proposed client in the event of a conflict of interest.
6. LSSM shall accept the referrals to provide counsel for low-income parents of juveniles who are parties to any abuse and neglect proceeding.
7. County agrees to refer the parent(s) to LSSM at the time of the filing of any petition/request for protective custody by any juvenile officer and LSSM agrees to continue the representation through all proceedings at the Circuit Court level concerning such matter. This agreement does not include termination of parental rights proceedings, except voluntary terminations. The attorney fee assessed to the State of Missouri for such voluntary terminations, where LSSM provided counsel, shall be paid to Greene County, Missouri.
8. The Juvenile Court shall notify LSSM of the referral by telephone or facsimile on the date of such referral. LSSM shall screen any such referrals to determine the existence of any conflict of interest.
9. LSSM agrees to provide ancillary litigation to the abuse and neglect matter including but not limited to, paternity actions, orders of protection, or divorces on behalf of clients.

However, such ancillary litigation must be necessary to conclude pending juvenile matters under this Memorandum of Understanding. This provision does not include termination of parental rights proceedings, except voluntary terminations (see paragraph 7.) Such clients must be income and asset eligible under other LSSM funding sources.

10. LSSM shall have the right to determine that representation of any proposed client, if such representation is appropriate and not inconsistent with its mission of providing legal services to low income persons, conflict of interest as to any potential client, or any other reason for which an attorney is allowed or required to decline or terminate representation pursuant to the Missouri Rules of Professional Conduct and Legal Services Corporation regulations. If such determination is made, LSSM may decline any referral by County to represent such person or to withdraw from representation if previously granted.
11. The parties expressly acknowledge that LSSM will be an independent contractor and not employed by the 31st Judicial Circuit of Greene County, Missouri, the Greene County Commission or by the Division of Children's Services. Further, the parties agree and acknowledge that no attorney client relationship shall exist between LSSM or its representatives and any of the governmental entities mentioned hereinabove. As a part of such duties, LSSM attorneys will exercise independent judgment in all litigation and cases to which such attorneys have entered their appearance.
12. This agreement shall become effective upon the last of the parties executing this Memorandum of Understanding.
13. This agreement may be modified in writing with the approval of all parties hereto.
14. This agreement may terminate upon the occurrence of any of the following:

1. In the event the applicable law of Missouri is materially modified so as to make this agreement unenforceable as to its intents and purposes; and
 2. Any party to this agreement giving the other party not less than ninety (90) days written notice prior to the end of each calendar year.
15. If any portion of this Memorandum or any application thereof by any party or circumstance is held invalid, such invalidity shall not affect the other provisions or applications of this Memorandum which can be given effect without the invalid provision or application, and to this end provisions of this Memorandum are declared to be severable.

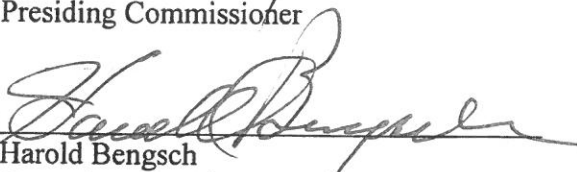
IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be entered into the day and year first written above.

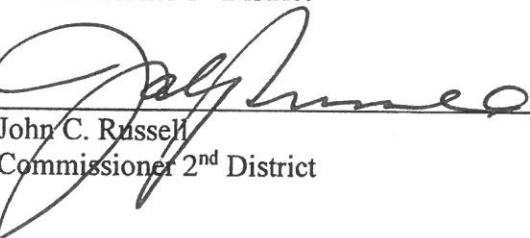
31st JUDICIAL CIRCUIT

By: _____
Michael Cordonnier
Presiding Judge

GREENE COUNTY COMMISSION

By:  _____
Bob Dixon
Presiding Commissioner

By:  _____
Harold Bengsch
Commissioner 1st District


By:  _____
John C. Russell
Commissioner 2nd District

ATTEST

COUNTY AUDITOR

Cindy Stein

LEGAL SERVICES OF SOUTHERN MISSOURI

By:  _____
Daniel R. Wichmer, Executive Director

WARRANTY DEED

THIS INDENTURE, Made on the 8 day of March, 2019
A.D. by and between Paulette Mae Wilson Trust, party of the first part, Grantor,
and Greene County, State of Missouri Grantee, Mailing Address: Greene County
Courthouse, Springfield MO 65802, of the County of Greene, in the State of
Missouri, party of the second part.

WITNESSTH, That the said parties of the first part, in consideration of
the sum of One Dollars (\$1.00) and other good and valuable consideration, to said
party of the second part, the receipt of which is hereby acknowledged, does by
these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, unto the
said party of the second part, its heirs and assigns, the following described lots, tracts or
parcels of land lying, being and situated in the County of Greene and State of Missouri, to-
wit:

(See Attachment A)

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the
rights, privileges, appurtenances and immunities thereto belonging, or in anywise
appertaining, unto the said party of the second part, and unto its heirs and assigns forever,
the said parties of the first part hereby covenanting that they are lawfully seized of an
indefeasible estate in fee in the premises herein conveyed; that they have good right to
convey the same; that the said premises are free and clear of any encumbrances done or
suffered by it or those under whom it claims and that it will warrant and defend the title to
the said premises unto the said party of the second part and unto its heirs and assigns
forever against the lawful claims and demands of all persons whomsoever,

except as follows: None.

IN WITNESS WHEREOF, the said parties of the first part has hereunto set its hand the day and year first above written.

Garrett Wilson Owner

Owner

ACCEPTED: Greene County Commission

DATE:

Bob Dixon

Bob Dixon,
Presiding Commissioner

Harold Bengsch

Harold Bengsch,
Commissioner 1st District

John Russell

John Russell,
Commissioner 2nd District

Rick Artman

Rick Artman, Administrator
Greene County Highway Department

STATE OF MISSOURI
COUNTY OF GREENE

SS.

ACKNOWLEDGEMENT OF TRUSTEE(S)

On this 8th day of March, in the year 2019, before me, a Notary Public in and for said state, appeared PAULETTE MAE WILSON, to me personally known, who, being by me duly sworn did say that the forgoing document was signed on behalf of the PAULETTE MAE WILSON TRUST in his/her capacity as Trustee thereof and he/she further acknowledged said document was signed as his/her free act and deed in said capacity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri the day and year first above written.

Notary Public: Kim M. Hicks

Type Name: Kim M. Hicks

My Commission Expires: April 3, 2022

"Notary Seal"

KIM M. HICKS
Notary Public - Notary Seal
State of Missouri
Commissioned for Greene County
My Commission Expires: April 03, 2022
Commission Number: 14601102

STATE OF MISSOURI
COUNTY OF GREENE

SS.

ACKNOWLEDGEMENT OF TRUSTEE(S)

On this _____ day of _____, in the year 20____, before me, a Notary Public in and for said state, appeared _____, to me personally known, who, being by me duly sworn did say that the forgoing document was signed on behalf of the PAULETTE MAE WILSON TRUST in his/her capacity as Trustee thereof and he/she further acknowledged said document was signed as his/her free act and deed in said capacity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in _____ the day and year first above written.

Notary Public: _____

"Notary Seal"

Type Name: _____

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT BEING DESCRIBED AS FOLLOWS:

ALL THAT PART OF LOT 4 OF HAMPDEN PARK, A SUBDIVISION RECORDED IN BOOK N, PAGE 32, IN THE GREENE COUNTY RECORDERS OFFICE, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4;

THENCE SOUTH 88°41'30" EAST, ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 10.07 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 03°33'32" EAST, A DISTANCE OF 40.04 FEET;

THENCE SOUTH 88°45'55" EAST, A DISTANCE OF 12.81 FEET;

THENCE SOUTH 02°15'02" WEST, A DISTANCE OF 15.50 FEET;

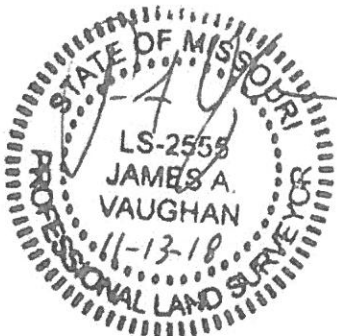
THENCE SOUTH 87°44'58" EAST, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 02°15'02" WEST, A DISTANCE OF 24.29 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 4;

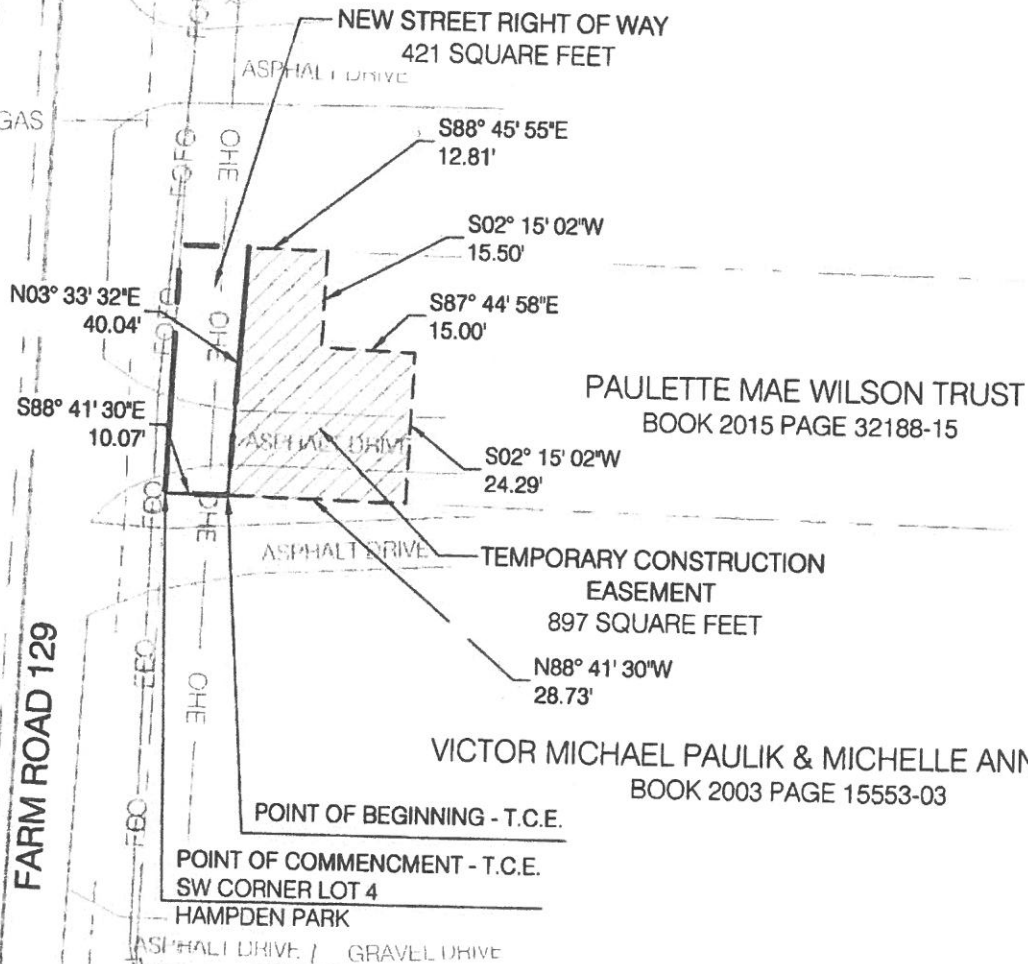
THENCE NORTH 87°41'30" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 28.73 FEET TO THE POINT OF BEGINNING; (AS ILLUSTRATED IN SKETCH EXHIBIT "B")

CONTAINING 897 SQUARE FEET

THIS DESCRIPTION WAS PREPARED BY CJW TRANSPORTATION CONSULTANTS, LLC; CORPORATE LAND SURVEY NUMBER 2007008003.



DOIL WILSON JOHNSON
BOOK 1516 PAGE 1467



THIS SKETCH IS NOT A BOUNDARY SURVEY. IT IS INTENDED TO
SHOW THE CONFIGURATION OF A TEMPORARY CONSTRUCTION
EASEMENT.

GRID NORTH
MISSOURI COORDINATE SYSTEM
1983 CENTRAL ZONE
SCALE 1"=30'

DATE 11/02/18

CJW PROJECT No. 16017

5051 S. National
Suite 7A
Springfield, MO 65810
Tel: 417.889.3400
Fax: 417.889.3402
www.GoCJW.com

SKETCH EXHIBIT "B"
PAULETTE MAE WILSON TRUST
TEMPORARY CONSTRUCTION EASEMENT
SOUTH FARM RD. 129
PART OF THE SE 1/4 SE 1/4 OF S 29, T 29 N, R 22 W
GREENE COUNTY, MISSOURI

Prepared by:
CJW
CJW Transportation
Consultants, L.L.C.
MO C.O.A. #2007008003

EXHIBIT "A"

PERPETUAL STREET RIGHT OF WAY DESCRIBED AS FOLLOWS:

ALL THAT PART OF LOT 4 OF HAMPDEN PARK, A SUBDIVISION RECORDED IN BOOK N, PAGE 32, IN THE GREENE COUNTY RECORDERS OFFICE, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4;

THENCE NORTH 02°17'11" EAST, ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 40.01 FEET;

THENCE SOUTH 88°45'55" EAST, A DISTANCE OF 10.96 FEET;

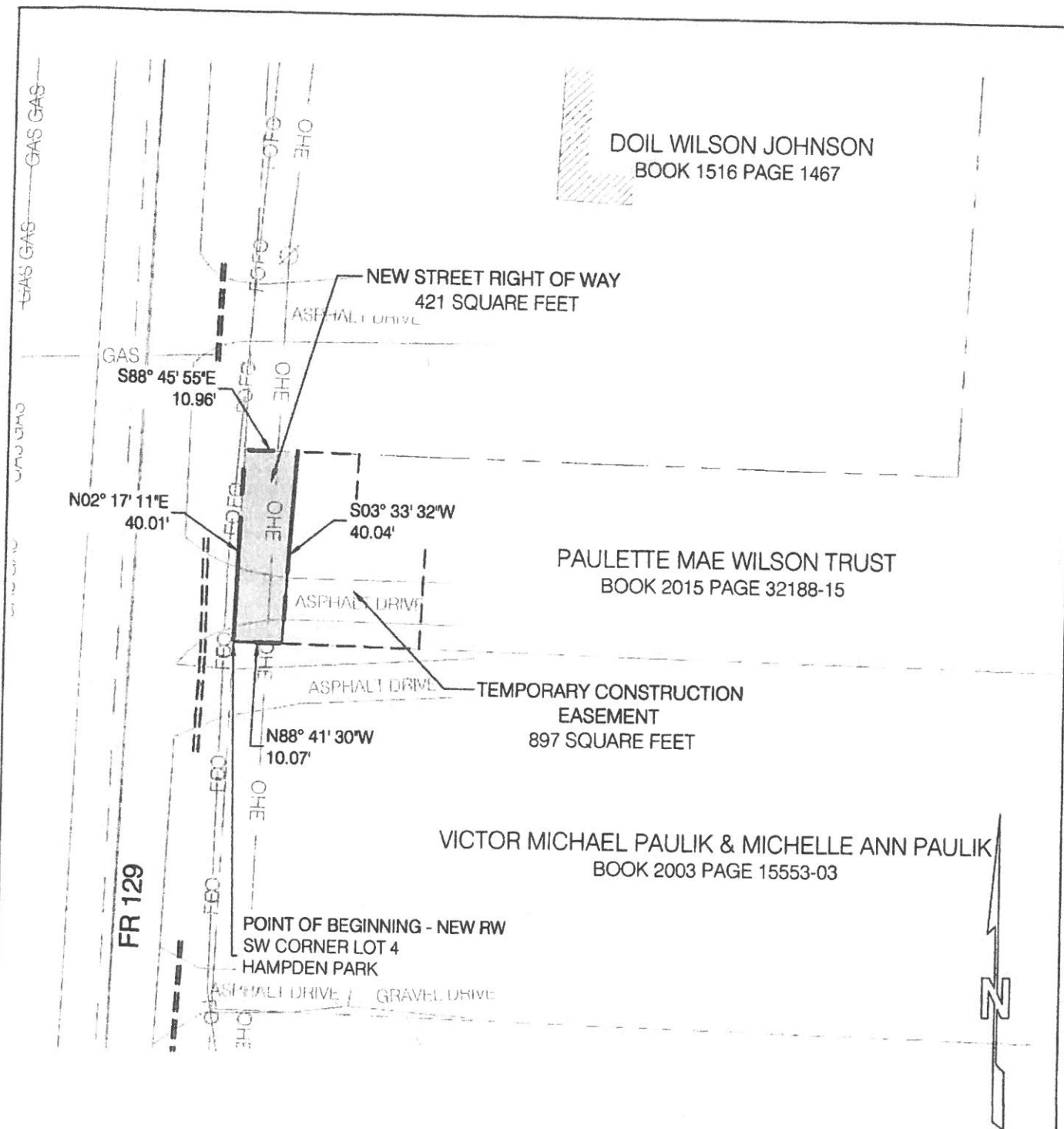
THENCE SOUTH 03°33'32" WEST, A DISTANCE OF 40.04 FEET TO THE SOUTH LINE OF SAID LOT 4;

THENCE NORTH 88°41'30" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 10.07 TO THE POINT OF BEGINNING. (AS ILLUSTRATED IN SKETCH EXHIBIT "B")

CONTAINING 421 SQUARE FEET

THIS DESCRIPTION WAS PREPARED BY CJW TRANSPORTATION CONSULTANTS, LLC; CORPORATE LAND SURVEY NUMBER 2007008003.





THIS SKETCH IS NOT A BOUNDARY SURVEY. IT IS INTENDED TO
SHOW THE CONFIGURATION OF NEW STREET RIGHT OF WAY.

DATE 11/08/18 CJW PROJECT No. 16017

5051 S. National
Suite 7A
Springfield, MO 65810
Tel: 417.889.3400
Fax: 417.889.3402
www.GoCJW.com

SKETCH EXHIBIT "B"
PAULETTE MAE WILSON TRUST
NEW STREET RIGHT OF WAY
SOUTH FARM RD. 129
PART OF THE SE 1/4 SE1/4 OF S 29, T 29 N, R 22 W
GREENE COUNTY, MISSOURI

Prepared by:
CJW
CJW Transportation
Consultants, L.L.C.
MO C.O.A. #2007008003

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE made this 8th day of March, 2019, by and between BARBARA WILSON, parties of the first part, ("Grantor") and Greene County, State of Missouri, ("Grantee"), Mailing Address: Greene County Courthouse, Springfield MO 65802, of the County of Greene, in the State of Missouri, party of the second part.

WITNESSETH: that said Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to said Grantor in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto the said Grantee, its successors and assigns, the following described interest in real estate:

A TEMPORARY CONSTRUCTION EASEMENT ON, UNDER, OVER AND ACROSS THE REAL PROPERTY MORE FULLY DESCRIBED IN EXHIBITS "A & B" WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE ("TEMPORARY EASEMENT AREA")

TO HAVE AND TO HOLD said Temporary Easement Area for the purposes herein set out, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto said Grantee, its successors and assigns. Said Grantee, its successors, assigns, agents, contractors, subcontractors and employees shall have the right to enter upon said Temporary Easement Area for a work area in order to perform construction activities in connection with public street improvements, including the right to park vehicles and to store tools, equipment, materials supplies and machinery. Grantor warrants that it has good title to the property and the right to convey the easement interest stated herein, and Grantor agrees to warrant and defend Grantee's rights in the easement against the lawful claims and demands of all persons whomsoever.

By acceptance of this conveyance, said Grantee hereby covenants on its behalf, and on the behalf of its successors and assigns, that it will for the benefit of Grantor, successors and assigns, restore the Temporary Easement Area as nearly as reasonably possible to the same condition in which it existed immediately prior to Grantee's construction activity. Grantee further covenanting in this regard that it will, among other things; (1) insofar as reasonably possible cause any excavation upon the Temporary Easement Area to be backfilled and graded to the original grade; (2) remove, insofar as reasonably possible, all debris resulting from construction; (3) cause the re-seeding of any disturbed area; (4) use reasonable care to preserve those trees located within the Temporary Easement Area; (5) provide, at reasonable times during construction, access to the public street where any excavation upon the Easement Area might otherwise interfere therewith; and (6) that it will replace any improved walkway, drive, or retaining wall damaged or destroyed by construction.

The easement shall also confer on Grantee the right to trim and/or remove all trees, shrubs, bushes, plantings, and other vegetation located within the Temporary Easement Area.

Grantor shall retain all rights to the use and occupancy of the Temporary Easement Area subject to the easement herein given.

The temporary construction easement granted in this indenture is limited to the uses and purposes herein before expressed and for no other purpose whatsoever. This temporary construction easement shall terminate one year from the date notice to proceed is issued by the Grantee for construction to begin, or upon the expiration of six (6) month after completion and acceptance of the construction project by Grantee, whichever shall occur last. Grantor agrees that this temporary construction easement shall be binding upon Grantor's successors and assigns and that in the event the premises subject to the easement is sold, assigned or conveyed, the purchaser or grantee thereof shall be advised of the existence of this temporary grant and that said transfer shall be made subject to the rights of Grantee herein.

IN WITNESS WHEREOF, the said parties of the first part has hereunto set its hand the day and year first above written.

Barbara D. Wilson Owner

Owner

ACCEPTED: Greene County Commission

DATE:

Bob Dixon
Bob Dixon,
Presiding Commissioner

Harold Bengsch
Harold Bengsch,
Commissioner 1st District

John Russell
John Russell, Commissioner
2nd District

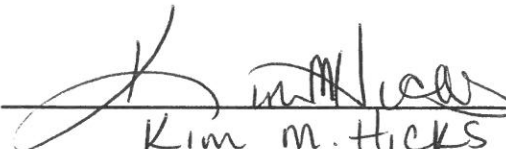
Rick Artman
Rick Artman, Administrator
Greene County Highway Department

STATE OF MISSOURI)
)
COUNTY OF Greene) ss.

On the 8th day of March, 2019,
before me personally appeared Barbara Wilson

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged he/she executed the same as him/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, the day and year first above written.


_____, Notary Public
Kim M. Hicks
My Commission Expires: April 3, 2022

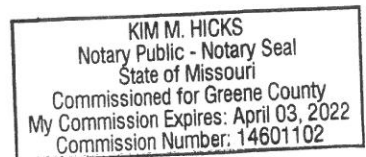


EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

ALL THAT PART OF LOT 6 OF THE FIRST ADDITION TO HAMPDEN PARK, A SUBDIVISION
RECORDED IN BOOK N, PAGE 38, IN THE GREENE COUNTY RECORDERS OFFICE, GREENE
COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6;

THENCE SOUTH 02°07'12" WEST, ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 10.00
FEET;

THENCE NORTH 89°08'19" WEST, A DISTANCE OF 135.06 FEET;

THENCE SOUTH 00°51'41" WEST, A DISTANCE OF 40.00 FEET;

THENCE NORTH 89°08'19" WEST, A DISTANCE OF 40.00 FEET;

THENCE NORTH 00°51'41" EAST, A DISTANCE OF 40.00 FEET;

THENCE NORTH 89°08'19" WEST, A DISTANCE OF 151.31 FEET;

THENCE NORTH 01°58'43" EAST, A DISTANCE OF 10.00 FEET TO THE NORTH LINE OF SAID LOT
6;

THENCE SOUTH 89°08'19" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 326.40 FEET TO THE
POINT OF BEGINNING; (AS ILLUSTRATED IN SKETCH EXHIBIT "B")

CONTAINING 4864 SQUARE FEET

THIS DESCRIPTION WAS PREPARED BY CJW TRANSPORTATION CONSULTANTS, LLC;
CORPORATE LAND SURVEY NUMBER 2007008003.



GREENE COUNTY

BOOK 2005 PAGE 19795-05

GREENE COUNTY

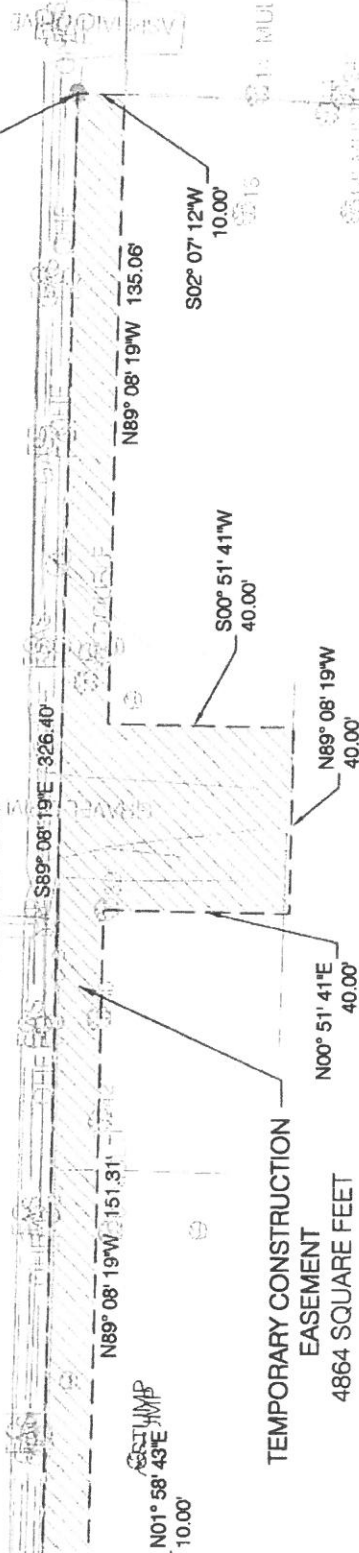
BOOK 2005 PAGE 25250-05

POINT OF BEGINNING

NE CORNER LOT 6

FIRST ADDITION TO HAMPDEN PARK

FARM ROAD 146



TEMPORARY CONSTRUCTION

EASEMENT

4864 SQUARE FEET

BARBARA WILSON

BOOK 2018 PAGE 9886-18

THIS SKETCH IS NOT A BOUNDARY SURVEY. IT IS INTENDED TO SHOW THE CONFIGURATION OF A TEMPORARY CONSTRUCTION EASEMENT.

DATE 10/18/18 CJW PROJECT NO. 16017

Prepared by:

CJW

CJW Transportation
Consultants, L.L.C.

MO C.A. #2007008003

SKETCH EXHIBIT "B"

BARBARA WILSON

TEMPORARY CONSTRUCTION EASEMENT

FARM RD. 146 AND FARM RD. 129

& PART OF THE NE 1/4 SE 1/4 OF S 29, T 29 N, R 22 W

GREENE COUNTY, MISSOURI

5051 S. National

Suite 7A

Springfield, MO 65810

Tel: 417.889.3400

Fax: 417.889.3402

www.GoCJW.com

GRID NORTH

MISSOURI COORDINATE SYSTEM

1983 CENTRAL ZONE

SCALE 1"=40'

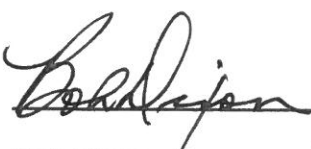


March ____, 2019

Hogan Land Title Company
1605 E. Sunshine Street
Springfield, Mo, 65804

Re: Real Estate Closing, Greene County and Wall Property

In the matter of the real estate closing by and between Greene County and Ken Wall, Marilyn Wall, Roy Wall and Lisa Wall we the undersigned Greene County Commission designate and authorize Jeff Avers to sign all closing documents pertaining to the real estate closing for the property described in Book 1789 Page 2191, in Greene County, Missouri, for a sales price of \$ 250,000.00, subject to closing costs.

Greene County Commission.

		
Bob Dixon Presiding Commissioner	Harold Bengsch Commissioner 1 st District	John Russell Commissioner 2 nd District

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made this 7 day of March, 2019, by and between **KENNETH WALL AND MARILYN WALL, husband and wife and ROY WALL AND LISA WALL, husband and wife** (hereinafter referred to as "Sellers"), and **GREENE COUNTY, MISSOURI**, a political subdivision in the State of Missouri (hereinafter referred to as "Buyer") (the "Agreement").

WITNESSETH:

WHEREAS, Sellers are the record owners of property located West of West By-pass in Springfield, Missouri; said legal description being set forth in Exhibit "A" attached hereto which is recorded in Book 1789 at Page 2191 in the Office of the Greene County Recorder of Deeds; and

WHEREAS, Buyer desires to acquire said real property together with all improvements and appurtenances thereon, and Sellers desire to convey all of Sellers' 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 and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to be paid by said Buyer.

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

1. Transfer of Real Estate - For the promises herein provided, Sellers shall transfer and convey by General Warranty Deed to Buyer, Greene County, Missouri, 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 a tract of land lying West of West By-pass in Springfield, Missouri, which is located in Greene County, State of Missouri, the legal description of the premises to be determined by Hogan Land Title at closing following a title search to determine the meets and bounds description of the real property to be acquired by Buyer that is included within a tract of real property distributed to Sellers by the Probate Court of Taney County, Missouri in Re: The Estate of Woodrow Wall, Case No. CV882-83P and legally described in the Court Order recorded in the Greene County Recorder of Deeds Office on August 5, 1982 at Book 1789, Page 2191, **SEE EXHIBIT "A" ATTACHED HERETO**, 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 FIFTY THOUSAND DOLLARS (\$250,000.00), and Buyer hereby promises to pay Sellers said sum as follows:

- (a) At the Closing of this property, following satisfaction of the conditions hereinafter set forth, the Purchase Price shall be paid by Buyer to Sellers in cash or certified funds, less the proration's for any taxes for the year 2019 and prior years which are unpaid.

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 other than Sellers shall immediately return Buyer's earnest money. If Buyer elects to exercise a contingency and terminate this Agreement, it must do so by providing Sellers 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 – Sellers 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 Sellers have 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 Sellers its written objections to title, Sellers 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 Sellers are 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. Sellers shall pay the expense of obtaining a title insurance commitment issued by a title insurance company and Sellers shall pay the expenses/premium for the title policy.
- (b) Environmental Audit and Assessment – Buyer 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, including but not limited to asbestos, 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 inspector's 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.

3. Leases.

- a. Sellers represent and warrant to Buyer there are no leases in force with respect to the premises and such representation and warranty shall survive the closing date. Sellers 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. Sellers 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 the use of any portion of the premises other than the leasehold interest described in paragraphs (a) and (b) above.

5. Environmental. Sellers, Kenneth Wall, Marilyn Wall, Roy Wall and Lisa Wall to the best of their knowledge and belief, hereby state:

- (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) Sellers have 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 within ten (10) days after the Buyer'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 but no later than March 26, 2019. Unless otherwise agreed to by the parties, this transaction shall be closed at the offices of Hogan Land Title 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, less the proration for the real estate taxes for the tax year 2018 or any prior years which are unpaid, and all other documents necessary to complete Closing.
- (b) Sellers hereby waive any requirements or procedural steps provided by Missouri law pursuant to Chapter 523 Revised Statutes of Missouri and its individual sections.
- (c) At Closing, Sellers shall execute and deliver to Hogan Land Title, as Escrow Agent, a Warranty Deed for the Premises in recordable form, duly executed, and acknowledged by Sellers, 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 Sellers that Buyer has satisfied all of the provisions and requirements of this Agreement applicable to Buyer.
- (d) Sellers 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 Sellers and Buyer, Sellers and Buyer shall be jointly responsible for Escrow Agent's reasonable attorneys' fees and costs therein incurred.
- (e) Sellers warrant at Closing that there are no unpaid bills from improvements within twelve (12) months prior to Closing and that Sellers have no knowledge of proposed improvements to be paid for by special assessment or fee. Sellers further agree 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 their pro rate share of all property taxes accrued as of the date of Closing which shall be deducted from the Purchase Price.
- (g) All expenses associated with the completion and closing of this transaction shall be split equally and paid one-half by the Buyer and one-half by the Sellers. Sellers shall pay for the title commitment and Buyer

shall pay for the title insurance policy. Recording fees shall be paid by Buyer.

- (h) Possession of the premises shall be delivered by Sellers to Buyer on the date of the closing of this transaction.

7. Remedies Upon Default - Sellers 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. Broker's Commission. The Buyer and Sellers separately warrant that neither have received 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.

9. 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 Sellers. If prior to Closing the property is damaged by such an occurrence, Sellers assign the claim and the proceeds of any insurance payments received by Sellers from any applicable fire and extended coverage Sellers have in effect on the Premises to the Buyer.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. Assignment - Buyer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the Sellers. Sellers may not assign this Agreement or any rights or obligations hereunder without the prior written consent of Buyer.

16. 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 Sellers have executed this agreement the day and year first above written.

SELLERS:	BUYER:
By: <u>Kenneth Wall</u> Kenneth Wall	GREENE COUNTY, MISSOURI
By: <u>Marilyn Wall</u> Marilyn Wall	<u>Bob Dixon</u> BOB DIXON, Presiding Commissioner
By: _____ Roy Wall	<u>Harold Bengsch</u> HAROLD BENGSCHE, Commissioner 1 st District
By: _____ Lisa Wall	<u>John Russell</u> JOHN RUSSELL, Commissioner 2 nd District
	Attest: _____ 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.

Cindy Stein
Greene County Auditor

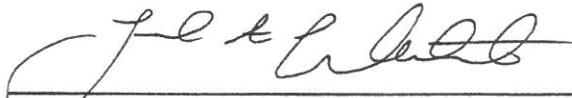
APPROVED AS TO FORM:

John W. Housley, County Counselor

STATE OF MISSOURI)
) SS
COUNTY OF GREENE)

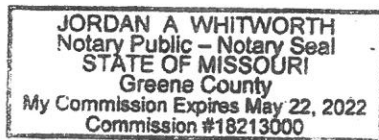
On this 7th day of March, 2019, before me, a Notary Public in and for said County and State, personally appeared Kenneth Wall and Marilyn Wall, husband and wife, known to me to be the persons who executed the within instrument, and who states they acknowledged that they executed the same their free act and deed for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Notary Public

My Commission Expires:



STATE OF MISSOURI)
) SS
COUNTY OF GREENE)

On this _____ day of _____, 2019, before me, a Notary Public in and for said County and State, personally appeared Roy Wall and Lisa Wall, husband and wife, known to me to be the persons who executed the within instrument, and who states they acknowledged that they executed the same their free act and deed for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires:

obligations hereunder without the prior written consent of the Sellers. Sellers may not assign this Agreement or any rights or obligations hereunder without the prior written consent of Buyer.

16. 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 Sellers have executed this agreement the day and year first above written.

SELLERS:	BUYER:
By: Kenneth Wall	GREENE COUNTY, MISSOURI
By: Marilyn Wall	BOB DIXON, Presiding Commissioner
By: Roy Wall	HAROLD BENGSCHE, Commissioner 1 st District
By: Lisa Wall	JOHN RUSSELL, Commissioner 2 nd District
	Attest:
	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.

Cindy Stein
Greene County Auditor

APPROVED AS TO FORM:

John W. Housley, County Counselor

STATE OF MISSOURI)
) SS

COUNTY OF GREENE)

On this ____ day of _____, 2019, before me, a Notary Public in and for said County and State, personally appeared Kenneth Wall and Marilyn Wall, husband and wife, known to me to be the persons who executed the within instrument, and who states they acknowledged that they executed the same their free act and deed for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires:

STATE OF MISSOURI)

) SS

COUNTY OF GREENE)

On this 8th day of March, 2019, before me, a Notary Public in and for said County and State, personally appeared Roy Wall and Lisa Wall, husband and wife, known to me to be the persons who executed the within instrument, and who states they acknowledged that they executed the same their free act and deed for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public Nicole R. Browning

My Commission Expires:

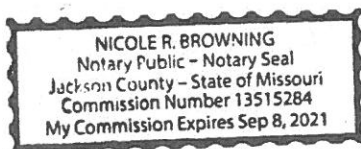


EXHIBIT "A"

No. C-882-83P

In the Estate of WOODROW WALL, Deceased

**AFFIDAVIT TO ESTABLISH TITLE OF DISTRIBUTEES
TO PROPERTY IN ESTATE OF LESS THAN \$5,000.00
(Sec. 473.007, RSMo.)**

STATE OF MISSOURI)
COUNTY OF GREENE)

1. KENNETH W WALL , who resides at

2148 S. Fairway	Springfield	Missouri
Street Address	City	State

being first duly sworn, depose and state as follows:

(1) WOODROW WALKER, whose domicile was

1808 Newhardt, Branson, GREENE County,
Street Address, City

Missouri, died on the 12th day of June, 1982.

B. That said decedent left no will.

(3) That all valid debts, claims, or demands against the said decedent or his estate, and all inheritance taxes due, if any, on the property transfers involved, have been or will be paid.

(4) The following is an itemized description and valuation of all of the property of the said decedent, together with the names and addresses of the persons having possession of the same:

<u>DESCRIPTION (In Detail)</u>	<u>Custodian - Address</u>	<u>Net Value</u>
1. .65 Acres in Greene County, Missouri, legally described as follows (see attached page)	N/A	\$1,000.00
2. 1973 Chevrolet VIN 1D8CH3K413138	Rev. D. Miller	\$1,200.00
3. Savings Account, Security Bank and Trust Co., Branson, Missouri	N/A	\$1.35

me within instrument. Aug 26 1982
day filed for record, and is recorded in the records of the office.
Book 1277 Page 2189
IN TESTIMONY WHEREOF I have hereunto set my hand and affixed
my official seal at Springfield, Missouri this 5 day of Aug
AD 1982 RUSSELL H. KELLER

2. *Bonnie Scott*

* Strike inapplicable

RECORDING FEE 11.00
STATE USER FEE 1.00
TOTAL 12.00

IN THE PROBATE COURT OF TANEY COUNTY, MISSOURI

IN RE: THE ESTATE OF

WOODROW WALL,

Decedent.

)
)
)
)
)

Case No. Cv882-83P

LEGAL DESCRIPTION OF REAL ESTATE

"All the South one-half of the following

Beginning at the Southeast corner of the Southwest one-quarter (1) of the Northwest one-quarter (1) Section 28, township 29, range 22, thence west 62 2/3 rods for a beginning thence west 42 rods, more or less, to the Southeast corner of a tract deeded to L. E. Peacher, thence north 80 rods, east 42 rods, more or less, to the northwest corner of a tract deeded to L. Inman, thence south 80 rods to beginning in Greene County Missouri "

1789 1789

**ORDER OF COURT IN PROCEEDING TO PERFECT TITLE OF DISTRIBUTEES
OTHER THAN SPOUSE OR UNMARRIED MINOR CHILDREN TO ESTATE
OF NOT MORE THAN \$5,000.00 DISPENSING WITH FILING
OF BOND BY DISTRIBUTEES**

Section 472, Probate Code, California

Now on this day of August , 19 82, the affidavit
filed in behalf of the distributees of estate in said probate court and the married minor children with this court for
the purpose of perfecting title of said distributees to their real and personal property of the decedent
WOODROW WALL is presented to the court together with the request that
the court make an order dispensing with the giving of bond by said distributees. The court finds that it is unnecessary
for the bond required by Section 472, Probate Code, to be given for the following reasons:

The distributees are the only heirs
of the decedent, and they have paid
his funeral and other bills

It is, therefore, considered, ordered, adjudged and decreed that the filing of said bond be dispensed with and
that said distributees shall be and they are hereby permitted to establish and perfect their title to the property
of the decedent in accordance with said affidavit and without the furnishing of a bond

ENTER


Judge of the Probate Court

March ____, 2019

Hogan Land Title Company
1605 E. Sunshine Street
Springfield, Mo, 65804

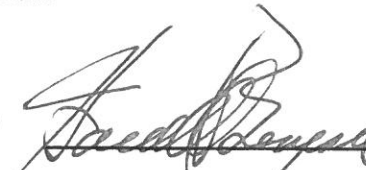
Re: Real Estate Closing, Greene County and Wall Property

In the matter of the real estate closing by and between Greene County and Ken Wall, Marilyn Wall, Roy Wall and Lisa Wall we the undersigned Greene County Commission designate and authorize Jeff Avers to sign all closing documents pertaining to the real estate closing for the property described in Book 1789 Page 2191, in Greene County, Missouri, for a sales price of \$ 250,000.00, subject to closing costs.

Greene County Commission.



Bob Dixon
Presiding Commissioner



Harold Bengsch
Commissioner 1st District



John Russell
Commissioner 2nd District

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made this 7 day of March, 2019, by and between **KENNETH WALL AND MARILYN WALL, husband and wife and ROY WALL AND LISA WALL, husband and wife** (hereinafter referred to as "Sellers"), and **GREENE COUNTY, MISSOURI**, a political subdivision in the State of Missouri (hereinafter referred to as "Buyer") (the "Agreement").

WITNESSETH:

WHEREAS, Sellers are the record owners of property located West of West By-pass in Springfield, Missouri; said legal description being set forth in Exhibit "A" attached hereto which is recorded in Book 1789 at Page 2191 in the Office of the Greene County Recorder of Deeds; and

WHEREAS, Buyer desires to acquire said real property together with all improvements and appurtenances thereon, and Sellers desire to convey all of Sellers' 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 and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to be paid by said Buyer.

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

1. Transfer of Real Estate - For the promises herein provided, Sellers shall transfer and convey by General Warranty Deed to Buyer, Greene County, Missouri, 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 a tract of land lying West of West By-pass in Springfield, Missouri, which is located in Greene County, State of Missouri, the legal description of the premises to be determined by Hogan Land Title at closing following a title search to determine the meets and bounds description of the real property to be acquired by Buyer that is included within a tract of real property distributed to Sellers by the Probate Court of Taney County, Missouri in Re: The Estate of Woodrow Wall, Case No. CV882-83P and legally described in the Court Order recorded in the Greene County Recorder of Deeds Office on August 5, 1982 at Book 1789, Page 2191, **SEE EXHIBIT "A" ATTACHED HERETO**, 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 FIFTY THOUSAND DOLLARS (\$250,000.00), and Buyer hereby promises to pay Sellers said sum as follows:

- (a) At the Closing of this property, following satisfaction of the conditions hereinafter set forth, the Purchase Price shall be paid by Buyer to Sellers in cash or certified funds, less the proration's for any taxes for the year 2019 and prior years which are unpaid.

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 other than Sellers shall immediately return Buyer's earnest money. If Buyer elects to exercise a contingency and terminate this Agreement, it must do so by providing Sellers 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 – Sellers 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 Sellers have 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 Sellers its written objections to title, Sellers 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 Sellers are 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. Sellers shall pay the expense of obtaining a title insurance commitment issued by a title insurance company and Sellers shall pay the expenses/premium for the title policy.
- (b) Environmental Audit and Assessment – Buyer 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, including but not limited to asbestos, 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 inspector's 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.

3. Leases.

- a. Sellers represent and warrant to Buyer there are no leases in force with respect to the premises and such representation and warranty shall survive the closing date. Sellers 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. Sellers 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 the use of any portion of the premises other than the leasehold interest described in paragraphs (a) and (b) above.

5. Environmental. Sellers, Kenneth Wall, Marilyn Wall, Roy Wall and Lisa Wall to the best of their knowledge and belief, hereby state:

- (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) Sellers have 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 within ten (10) days after the Buyer'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 but no later than March 26, 2019. Unless otherwise agreed to by the parties, this transaction shall be closed at the offices of Hogan Land Title 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, less the proration for the real estate taxes for the tax year 2018 or any prior years which are unpaid, and all other documents necessary to complete Closing.
- (b) Sellers hereby waive any requirements or procedural steps provided by Missouri law pursuant to Chapter 523 Revised Statutes of Missouri and its individual sections.
- (c) At Closing, Sellers shall execute and deliver to Hogan Land Title, as Escrow Agent, a Warranty Deed for the Premises in recordable form, duly executed, and acknowledged by Sellers, 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 Sellers that Buyer has satisfied all of the provisions and requirements of this Agreement applicable to Buyer.
- (d) Sellers 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 Sellers and Buyer, Sellers and Buyer shall be jointly responsible for Escrow Agent's reasonable attorneys' fees and costs therein incurred.
- (e) Sellers will warrant at Closing that there are no unpaid bills from improvements within twelve (12) months prior to Closing and that Sellers have no knowledge of proposed improvements to be paid for by special assessment or fee. Sellers further agree 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.
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shall pay for the title insurance policy. Recording fees shall be paid by Buyer.

- (h) Possession of the premises shall be delivered by Sellers to Buyer on the date of the closing of this transaction.

7. Remedies Upon Default - Sellers 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. Broker's Commission. The Buyer and Sellers separately warrant that neither have received 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.

9. 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 Sellers. If prior to Closing the property is damaged by such an occurrence, Sellers assign the claim and the proceeds of any insurance payments received by Sellers from any applicable fire and extended coverage Sellers have in effect on the Premises to the Buyer.

10. 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.

11. 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.

12. 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.


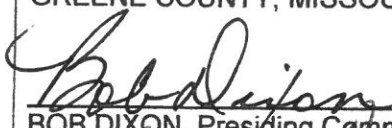
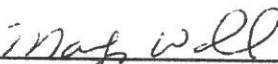
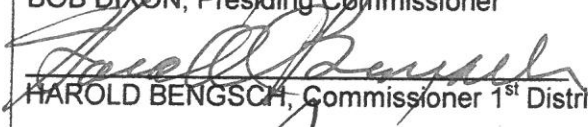
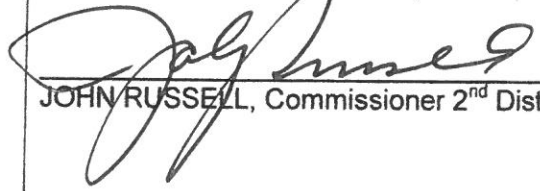
13. Entire Agreement - This Agreement and all attachments hereto constitute the entire Agreement between the parties and there are no representations, warranties, or understandings, written or oral, except as set forth herein, relating to the subject matter of this Agreement, which supersedes all prior Agreements, and this Agreement may not be changed, modified or amended, in whole or in part, except by written documents signed by all parties.

14. 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.

15. Assignment - Buyer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the Sellers. Sellers may not assign this Agreement or any rights or obligations hereunder without the prior written consent of Buyer.

16. 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 Sellers have executed this agreement the day and year first above written.

SELLERS:	BUYER:
By: <u></u> Kenneth Wall	GREENE COUNTY, MISSOURI <u></u> BOB DIXON, Presiding Commissioner
By: <u></u> Marilyn Wall	<u></u> HAROLD BENGSCHE, Commissioner 1 st District
By: _____ Roy Wall	<u></u> JOHN RUSSELL, Commissioner 2 nd District
By: _____ Lisa Wall	Attest: _____ 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.

Cindy Stein
Greene County Auditor

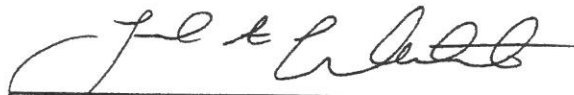
APPROVED AS TO FORM:

John W. Housley, County Counselor

STATE OF MISSOURI)
) SS
COUNTY OF GREENE)

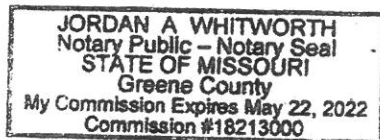
On this 7th day of March, 2019, before me, a Notary Public in and for said County and State, personally appeared Kenneth Wall and Marilyn Wall, husband and wife, known to me to be the persons who executed the within instrument, and who states they acknowledged that they executed the same their free act and deed for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Notary Public

My Commission Expires:



STATE OF MISSOURI)
) SS
COUNTY OF GREENE)

On this _____ day of _____, 2019, before me, a Notary Public in and for said County and State, personally appeared Roy Wall and Lisa Wall, husband and wife, known to me to be the persons who executed the within instrument, and who states they acknowledged that they executed the same their free act and deed for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires:

obligations hereunder without the prior written consent of the Sellers. Sellers may not assign this Agreement or any rights or obligations hereunder without the prior written consent of Buyer.

16. 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 Sellers have executed this agreement the day and year first above written.

SELLERS:	BUYER:
By: Kenneth Wall	GREENE COUNTY, MISSOURI
By: Marilyn Wall	BOB DIXON, Presiding Commissioner
By: Roy Wall	HAROLD BENGSCHE, Commissioner 1 st District
By: Lisa Wall	JOHN RUSSELL, Commissioner 2 nd District
	Attest:
	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.

Cindy Stein
Greene County Auditor

APPROVED AS TO FORM:

John W. Housley, County Counselor

STATE OF MISSOURI)
) SS

COUNTY OF GREENE)

On this _____ day of _____, 2019, before me, a Notary Public in and for said County and State, personally appeared Kenneth Wall and Marilyn Wall, husband and wife, known to me to be the persons who executed the within instrument, and who states they acknowledged that they executed the same their free act and deed for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires:

STATE OF MISSOURI)
) SS
COUNTY OF GREENE)

On this 8th day of March, 2019, before me, a Notary Public in and for said County and State, personally appeared Roy Wall and Lisa Wall, husband and wife, known to me to be the persons who executed the within instrument, and who states they acknowledged that they executed the same their free act and deed for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public *Nicole R. Browning*

My Commission Expires:

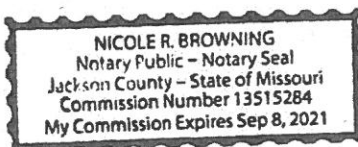


EXHIBIT "A"

11794
1789-2189

IN THE PROBATE COURT OF GREENE COUNTY, MISSOURI

TANEY

5-5-82 3 26 PM '82

No. C-82-83P

In the Estate of WOODROW WALL, Decedent

**AFFIDAVIT TO ESTABLISH TITLE OF DISTRIBUTEES
TO PROPERTY IN ESTATE OF LESS THAN \$5,000.00
(Sec. 473.007, RSMo.)**

STATE OF MISSOURI)
COUNTY OF GREENE)

I, KENNETH W. WALL, who resides at

2148 S. Fairway Springfield Missouri
Street Address City State

being first duly sworn, depose and state as follows:

(1) WOODROW WALL, whose domicile was

1808 Newhardt, Branson TANEY
Street Address City County,

Missouri, died on the 12th day of June, 1982.

~~(The undersigned, KENNETH W. WALL, being first duly sworn, depose and state as follows:)~~

~~1. That said decedent left no will.~~

B. That said decedent left no will.

(3) That all valid debts, claims, or demands against the said decedent or his estate, and all inheritance taxes due, if any, on the property transfers involved, have been or will be paid.

(4) The following is an itemized description and valuation of all of the property of the said decedent, together with the names and addresses of the persons having possession of the same:

DESCRIPTION (In Detail)	Custodian - Address	Net Value
1. .65 Acres in Greene County, Missouri, legally described as follows (see attached page)	N/A	\$1,000.00
2. 1973 Chevrolet VIN 1D8CH3K413138	Rev. D. Wall	\$1,200.00
3. Savings Account, Security Bank and Trust Co. Branson, Missouri	N/A	\$1.35

I, RUSSELL H. KELLER, County Clerk of Greene County, Missouri, do hereby certify that the within instrument is a true and correct copy of the original as the same appears from the records of said County, and is recorded in the records of said County.
Book 1787 Page 2189
IN TESTIMONY WHEREOF I have hereunto set my hand and the seal of my office at Springfield, Missouri, this 5 day of Aug, A.D. 1982.
Russell H. Keller

Aug 5 3 26 PM '82
STATE OF MISSOURI
GREENE COUNTY
FILED FOR RECORD
RUSSELL H. KELLER
CLERK

011924

* Strike inapplicable

**Dequod-Schrank**

IN THE PROBATE COURT OF TANNEY COUNTY, MISSOURI

IN RE: THE ESTATE OF

WOODROW WALL,

Decedent.

Case No

04882-83P

* LEGAL DESCRIPTION OF REAL ESTATE

"All the South one-half of the following

Beginning at the Southeast corner of the Southwest one-quarter (1) of the Northwest one-quarter (1) Section 28, township 29, range 22, thence west 62 2/3 rods for a beginning thence west 42 rods, more or less, to the Southeast corner of a tract deeded to L E Peacher, thence north 80 rods, east 42 rods, more or less, to the northwest corner of a tract deeded to I Inman, thence south 80 rods to beginning in Greene County Missouri "

1789 8-2-192

**ORDER OF COURT IN PROCEEDING TO PERFECT TITLE OF DISTRIBUTEES
OTHER THAN SPOUSE OR UNMARRIED MINOR CHILDREN TO ESTATE
OF NOT MORE THAN \$5,000.00 DISPENSING WITH FILING
OF BOND BY DISTRIBUTEES**

Section 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500

Now on this day of August , 19 82 , the affidavit
filed in behalf of the distributees of the estate of deceased married minor children with this court for
the purpose of perfecting title of said distributees to the real and personal property of the decedent

WOODROW WALL is presented to the court together with the request that
the court make an order dispensing with the giving of bond by said distributees. The court finds that it is unnecessary
for the bond required by Section 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500

The distributees are the only heirs
of the decedent, and they have paid
his funeral and other bills

It is, therefore, considered, ordered, adjudged and decreed that the filing of said bond be dispensed with and
that said distributees shall be and they are hereby permitted to establish and perfect their title to the property
of the decedent in accordance with said affidavit and without the furnishing of a bond

ENTER



Judge of the Probate Court



OFFICE OF THE PURCHASING DIRECTOR
1443 N. ROBBERSON AVE., SUITE 1000, SPRINGFIELD, MO 65802

BOB DIXON
PRESIDING COMMISSIONER

HAROLD BENGSCHE
COMMISSIONER, 1ST DISTRICT

JOHN C. RUSSELL
INTERIM COMMISSIONER, 2ND DISTRICT

March 19th, 2019

To: Greene County Commission
RE: Single Feasible Source Purchase

Commissioners:

The Purchasing Department has determined the following item(s) are a single feasible source purchase and wish to enter the single feasible source purchase into the commission minutes.

1. Restraint Chair
2. RC1222 Red Retractor and Buckle Kit
3. RC1223 Blue Retractor and Buckle Kit
4. RC018 Waist Belt and Buckle Kit

Aedec is a sole-source provider of Pro-Straint Prisoner Safety Seats for justice facilities that contain all of the following features:

1. It takes just two officers to place the prisoner into the chair.
2. Aedec has a sturdy and handy carriage lift to make the restraining chair mobile.
3. Aedec holds the patents to both the downwardly converging arm channels and the Pro-Straint handle system, and as such the sole supplier of Pro-Straint Restraint Chairs.

Authorized Dealer: Aedec/ Accel
4146 B Place N.W.
Auburn, WA 98001

Please see the attached correspondence provided by Aedec. The total cost for these items is \$7,394.00.

Regards,

Miriam Minter
Buyer I

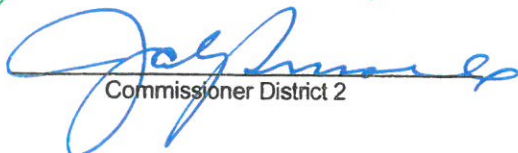
By:


Presiding Commissioner

By:


Commissioner District 1

By:


Commissioner District 2

