

COUNTY OF COLE - MISSOURI



SPECIAL SALE NOTICE

2022-02 REAL ESTATE “SEALED BID” AUCTION; MT CARMEL ROAD

SUBMISSIONS SHALL BE ACCEPTED UNTIL

THURSDAY, FEBRUARY 10 at 3:00 p.m. CENTRAL

AND RECEIVED AT:

**COLE COUNTY COMMISSION
311 EAST HIGH STREET, ROOM 200
JEFFERSON CITY, MO 65101**

REAL ESTATE “SEALED BID” AUCTION; MT CARMEL ROAD SPECIAL SALE NOTICE

The County of Cole is offering a county-owned real estate property for sale through a sealed bid auction; the address for the property is 14010 Mt Carmel Road, Eugene, Mo 65032. Interested parties should thoroughly familiarize themselves with the terms and conditions contained herein prior to submitting a purchase offer.

All bids must be submitted in a sealed envelope to the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri on or before 3:00 p.m. on February 10th. Please note that neither fax nor email submissions will be accepted and all interested parties should be sure to allow sufficient time for the bid to be received at the Commission office; those received late will be determined non-responsive and will not be considered **without exception**.

Surplus Real Estate Property Terms and Conditions

- ❖ All information contained herein is deemed reliable but is not guaranteed.
- ❖ 15% of the purchase offer amount must be included with all purchase offers and can be made by personal check or cashier's check payable to Cole County.
- ❖ Properties will sell to the highest sealed bidder. There will be no verbal bidding at this auction nor will there be any means or opportunity for increasing a purchase offer after the public bid opening. The successful bidder will be contacted by telephone and email. The balance of the bid (85% of the total bid amount) must be received by the County within three (3) business days following said notification; if funds are not received by the deadline, bidder forfeits the 15% that was initially submitted and the County will notify the next highest bidder. Should two or more bidders offer the same successful bid amount, they will be contacted with further bidding instructions.
- ❖ Payment will be returned to the unsuccessful bidders via mail at the address shown on the purchase offer.
- ❖ The County reserves the right to reject any and all bids and to withdraw the parcel from the sale without prior notice.
- ❖ Bidders are advised to perform their due diligence for the property before submitting a bid. Cole County makes no representations as to unforeseen encumbrances on the property or exact property boundaries. The parcel is sold AS-IS, subject to all faults. Interested parties are urged to thoroughly inspect the property prior to submitting a purchase offer and should consider consulting a title company for assistance.
- ❖ Cole County does not offer Title Insurance, and the County shall make no warranties or guarantees regarding the title of the property offered for sale, but shall only sell and convey such interest as the County has acquired at the time of sale. You, as a potential bidder, should thoroughly investigate all aspects of the property prior to bidding. Cole County does not guarantee or warrant that the parcel is usable for any particular purpose.
- ❖ Buyer shall be responsible for all closing and recording costs.
- ❖ The County reserves the right to reject any and all bids, reserves the right to waive any technicality or informality in the best interest of the County, reserves the right to ascertain that the highest bid can be honored, and reserves the right to select the highest bid.

Questions

If you have any questions regarding this process, please contact Jessica Bryant at jbryant@colecourt.org.

BIDDING PROCEDURES CHECKLIST

- Complete a “Purchase Offer/Real Estate” form, attached, or obtain a copy from the Cole County Commission Office, 311 East High Street, Room 200, Jefferson City, Missouri.
- Use due diligence researching the parcel of interest with the understanding that all property is sold AS-IS, subject to all faults. Interested parties should also physically inspect the property. There are no guarantees of any kind expressed or implied by the County.
- Determine the amount of your bid. Only the highest bid will be accepted and you will **not** have an opportunity to increase your bid. You should bid the highest amount you wish to pay for the property. The County reserves the right to reject any and all bids.
- Completely fill in (*please print clearly*) all portions of the “Purchase Offer/Real Estate” form including:
 - Date of Bid**
 - Bid Amount**
 - Name of Purchaser or Purchasers**
 - Mailing Address**
 - Telephone Number**
 - Email Address**
 - Sign** in the boxed labeled Purchaser Signature(s) area in the lower right hand corner of the form
- Include 15% of the bid amount by personal check or cashier’s check.
 - Made payable to Cole County
 - Show the **Subject Parcel Number** and **Subject Property** address in the remarks or memo section of your payment
- Place your bid in a sealed envelope with ‘2022-02 Sealed Bid-Purchase Offer, Mt. Carmel Road’ indicated on the outside. Bids are due no later than 3:00 p.m. on February 10, 2022, at the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri, 65101. Emailed and/or faxed bids will not be accepted. Any bid received after 3:00 p.m. on February 10, 2022, will be rejected – NO EXCEPTIONS.

You will be notified by mail within two weeks after the bid opening of auction results. If you are successful, you will receive a signed copy of your “Purchase Offer/Real Estate” bid. If you are unsuccessful, you will receive your payment marked “void” and a letter informing you of the amount of the successful bids.

PURCHASE OFFER / REAL ESTATE

Cole County, as Trustee hereinafter referred to as "SELLER"

Parcel ID:
180420000002002

SUBJECT PROPERTY

14010 Mt Carmel Road, Eugene, Mo 65032

Date of Bid: _____

Bid Amount: \$ _____

PAYMENT

Please enclose payment for 15% of the full amount of your bid. If you are not the successful bidder, the funds will be returned. If you are the successful bidder, the payment will be deposited and a signed copy of this contract will be returned to you after payment of the balance.

The information below will appear upon the deed and future tax bills.

Purchaser(s): _____ Please Print

Hereinafter referred to as "PURCHASER"

Mailing Address: _____

Phone Number () _____

Email _____

PURCHASER agrees to purchase and SELLER agrees to sell the interest of SELLER in the "SUBJECT PROPERTY", described above by property address, upon the terms and conditions herein. No personal property is sold to purchaser hereunder.

Method of Payment. All payments are to be made to "COLE COUNTY". Bids will not be considered unless 15% payment is tendered along with the bid.

Title/Survey. SELLER MAKES NO GUARANTEE AS TO THE QUALITY OR CONDITION OF THE TITLE. Title may be affected by defects arising prior or subsequent to SELLER'S acquisition. PURCHASER shall obtain and pay for any title examination and/or survey desired by PURCHASER. If the PURCHASER'S research reveals any defect which renders the title unmarketable, and if written evidence of such defect is presented to SELLER within 30 days from the date of the Purchase Offer, and if SELLER shall be unable or unwilling to cure such defect within reasonable time (during which time the final payment date shall be extended without expense to PURCHASER), the PURCHASER has the right to rescind the sale and receive a refund of all sums deposited with SELLER under the Purchase Offer without interest thereon. All claims of defect in title and/or survey shall be deemed waived by PURCHASER unless presented to SELLER in the time and manner above provided. The SELLER will not in any case be required to reimburse PURCHASER for expenses incurred in any investigation or inspection of the property of its title, or in curing any defects in the condition thereof, or for any other expense.

Property Condition. PURCHASER hereby accepts the subject property in "AS IS" condition, based upon PURCHASER'S own inspection and acceptance of the record and actual physical condition of the property and any structures thereon. SELLER makes no guarantee, warranty or representation, expressed or implied, or of any kind whatsoever, as to the subject property or any structure thereon, whether as to location, quality, kind, character, size, description, fitness for any use or purpose (including habitability or other occupancy), freedom from any defect (whether latent or patent), compliance with or freedom from violation (or legal action to abate claimed violation) of any building, housing, zoning, environmental and/or other applicable ordinances, statutes or laws, or freedom from legal action to demolish any structure by reason of the condition thereof, or any other aspect of the property or structures thereon now or thereafter. PURCHASER'S RIGHTS ARE SUBJECT TO ALL MATTERS ASCERTAINABLE FROM PERSONAL INSPECTION AND FROM CONSULTATION WITH LOCAL GOVERNMENT AUTHORITIES.

Possession. PURCHASER shall not enter into physical possession of the subject property, or cause any detrimental alteration thereto, at any time prior to

the date of conveyance. PURCHASER shall, at PURCHASER'S expense, secure the subject property and shall maintain the same in safe condition from and after the date hereof. No refunds will be made based upon damage to, or the condition of, the subject property or any structure thereon at any time.

Transfer of Title. SELLER will quitclaim its interest in the subject property, as directed herein, on or before 90 days after receipt of full payment. In the event PURCHASER consists of two or more persons, SELLER will convey title to them as joint tenants with the right of survivorship unless, prior to deed preparation, SELLER receives contrary written instructions signed by them. PURCHASER will receive PURCHASER'S recorded deed directly from the Recorder's Office.

Future Taxes. PURCHASER shall pay all general taxes accruing, and all special taxes and assessments becoming due, upon the subject property for the period beginning the date the property is acquired.

Indemnity. PURCHASER hereby releases and agrees to hold harmless and to indemnify SELLER and its respective officers, agents and subagents and employees from, and hereby assumes all responsibility for, all existing and future liabilities associated with the subject property and any improvements thereon, and from all costs, claims, losses, expenses (including reasonable attorney fees and other cost litigation) caused by, resulting from, or relating to the acts or omissions of the PURCHASER and the PURCHASER'S agents and employees from and after the date of this contract.

Failure to Complete Purchase. In the event PURCHASER fails to complete this purchase, SELLER may retain all monies paid as liquidated damages and not as a penalty. PURCHASER acknowledges that such retention is reasonable under the circumstances and that PURCHASER shall have no further right hereunder.

Right of Rescission. Until recording of the deed to PURCHASER, the SELLER reserves the unconditional right to cancel this agreement and rescind this sale, for any reason whatsoever, and in such event all sums deposited with SELLER hereunder shall be refunded without interest thereon.

Acceptance Date: _____

SELLER: _____

Cole County Commission

PURCHASER SIGNATURE(S)

PARCEL ID: 180420000002002
14010 MT CARMEL ROAD



Parcel ID:	180420000002002
Owner Name:	Cole County Commission
Mailing Address:	311 East High Street
City, State, Zip:	Jefferson City, Mo 65101
Property Address:	14010 Mt Carmel Rd, Eugene, Mo 65032
School District:	R5
Property Description:	PT NWNW LYING N OF US HWY 54
Deed Book-Page-Date:	{632-958 6/6/2013}, {632-958 6/6/2013}, {305-223 11/18/1987}, {269-088 3/22/1982}
Sec-Twn-Rng:	20/42/13
Date Certified:	2021
Appraised Value:	\$0

Disclaimer: Map & parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.