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March 31, 2016

Honorable Mayor and City Council
City of Columbia
701 East Broadway
Columbia, MO 65205

RE: Christiansen-Deline Subdivision
Case No: 16-34 & 16-35
Development Agreement
Columbia, Missouri

Mayor and City Council:

On behalf of our client, Christiansen Investments, LLC, we are requesting an amendment to the language presented in Section 4.a.i. included in the Development Agreement for the Christiansen-Deline Subdivision Annexation Petition. We propose the entirety of the language included in Section 4.a.i. be deleted and replaced with the following:

i. As a prerequisite to the issuance of a Building Permit for Lot 5 or 7, Owner will fully construct Boone Industrial Drive and appurtenant utilities to a Local Non-residential street standard from Highway 763 (Rangeline St.) to a point approximately 600 ft. west of the current centerline of Highway 763 (Rangeline St.), as shown on **Exhibit B**. At the western terminus of the newly constructed Boone Industrial Drive, Owner shall also construct a temporary turnaround facility with a dust free surface and meeting Columbia Fire Department standards for such temporary facilities and shall dedicate such necessary interest in land to allow utilization of such turnaround facilities by City vehicles.

ii. As a prerequisite for a Building Permit for Lots 3, 4, or 6, Owner shall finish construction of Boone Industrial Drive with appurtenant utilities to a Local Non-residential street standard from western terminus of Boone Industrial Drive constructed under subparagraph 4(a)(i) above to the right-of-way for White Tiger, as shown on **Exhibit B**.

The purpose of this revised language is to delay full construction of Boone Industrial Drive until such time the road is required to serve development of Lots 3, 4, or 6. The attached exhibit B shows the 600 foot portion of Boone Industrial to be construction with the development of Lot 5 or 7, shaded in gray. The following provides justification for the request:

Page 2

Mayor and City Council

March 31, 2016

1. Safety
 - a. We believe if Boone Industrial is extended to White Tiger Street it would become a place for criminal activity. The extension of Boone Industrial would allow a vehicle to drive down the dead-end extension and not be seen from Rangeline Street. The crime rate in this area is already high enough and we believe a dead-end extension would only increase the crime rate.
 - b. We are proposing the construction of Boone Industrial past 600 feet be completed when development occurs.
2. Road to Nowhere
 - a. Construction of Boone Industrial past approximately 600 feet would only create a City maintained road that serves no purpose. The City would be required to expend resources, which are already tight, to maintain and up-keep the road. Each winter the road would need to be snow plowed along with each spring and fall being swept by the street-sweeper. As the road ages with no development around it, the City would also need to repair and replace sections as necessary.
 - b. We are proposing the road be built, by a developer, when the time is right to eliminate the City expending funds on a road that serves nothing.
3. Off Site right of way required
 - a. Extension of the Roadway beyond 600 feet requires acquisition of off-site easements or right of way. The alignment of Boone Industrial Drive has been set by the Rangeline Street. Currently the developer has rights to access the first 600 feet of the roadway for private access, but not for use as public right of way. Therefore, the road cannot be extended further west without acquisition of offsite easements or right of way. Please reference Section 4.b. of the development agreement.

Enclosed with this letter is an amended copy of the Development Agreement with Section 4.a.i, as proposed in the council memo, deleted and replaced with our proposed Section 4.a.i through 4.a.ii. Also enclosed is Exhibit A (property descriptions, 9 Pages Total) and revised Exhibit B which shows the proposed 600' extension of Boone Industrial Drive.

We appreciate your consideration of this proposed revision.

Sincerely,



Matthew A. Kriete, PE

enclosures

cc: 1 – Charles Christiansen, Christiansen Investments, LLC **VIA EMAIL**
1 - File ESS Job #13126 and 13127

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“this Agreement”) is made and entered into the last executed by a party as indicated on the signature pages below, by and between **the City of Columbia, Missouri**, a municipal corporation of the State of Missouri (“City”) and **Christiansen Investments, LLC** a Missouri limited liability company (“Owner”). The City and the Owner may hereinafter be collectively referred to as the Parties and individually as a Party.

RECITALS

The Subject Property. Owner holds title to approximately ____ acres of land currently located in the unincorporated area of Boone County legally described in the attached **Exhibit A.** (the "Subject Property").

Petition for Annexation. The Subject Property is now located in the unincorporated area of Boone County, Missouri ("the County"). Owner has filed with the City a Petition for Annexation of the Subject Property into the geographic limits of the City ("the Annexation Petition"), provided that the Subject Property is rezoned per owner's application submitted to the City on or about the ____ day of _____, 2016, in Case No. 16-34 ("Owner's Zoning Application").

Proposed Zoning. Owner desires to develop the Subject Property as for commercial, office, and residential uses, The Owner's Zoning Application divides the Subject Property into seven (7) Lots, depicted on the attached **Exhibit B.** Owner's Zoning Application seeks zoning of such Lots, each with the uses described in Owner's Zoning Application as follows:

- Lot 1 – PUD, Planned Unit Development,
- Lot 2 - O-1, Office,
- Lot 3 – C-P, Planned Commercial,
- Lot 4 - C-3, Commercial,
- Lot 5 - C-3, Commercial,
- Lot 6 - R-3, Residential,
- Lot 7 - C-3, Commercial.

NOW, THEREFORE, in view of the foregoing Recitals and in consideration of the mutual promises, declarations, covenants and agreements of the City and Owner as hereinafter set forth, the Parties hereto do hereby agree as follows:

1. ***Definitions.*** For purposes of this Agreement, the following terms shall have the followings meanings:

"This Agreement" means this Development Agreement.

"Certificate of Occupancy" means a certificate of occupancy issued by the City under Section 29-37(b)(1) of the Columbia Code of Ordinances.

"City" means the City of Columbia, Missouri.

"Owner" or "the Owner" means the current Owner of the Subject Property, Christiansen Investments, LLC, a Missouri limited liability company, and its successors in ownership to each part of the Subject Property.

2. **Contingencies.** This Agreement is contingent upon Owner's Petitions for Annexation and Zoning Application being granted by the City.

3. **Agreements to Run with the Land.** The provisions of this Agreement shall constitute covenants running with the entirety of the Subject Property and each and every part of the Subject Property, and shall bind the current Owner and all of such successors and assigns.

4. **Owner's Obligations for Development.**

a. Extension of Boone Industrial Drive

i. As a prerequisite to the issuance of a Building Permit for Lot 5 or 7, Owner will fully construct Boone Industrial Drive and appurtenant utilities to a Local Non-residential street standard from Highway 763 (Rangeline St.) to a point approximately 600 ft. west of the current centerline of Highway 763 (Rangeline St.), as shown on **Exhibit B**. At the western terminus of the newly constructed Boone Industrial Drive, Owner shall also construct a temporary turnaround facility with a dust free surface and meeting Columbia Fire Department standards for such temporary facilities and shall dedicate such necessary interest in land to allow utilization of such turnaround facilities by City vehicles.

ii. As a prerequisite for a Building Permit for Lots 3, 4, or 6, Owner shall finish construction of Boone Industrial Drive with appurtenant utilities to a Local Non-residential street standard from western terminus of Boone Industrial Drive constructed under subparagraph 4(a)(i) above to the right-of-way for White Tiger, as shown on **Exhibit B**.

b. Access to Lot 7.

i. Owner will make good faith effort to secure right-of-way from adjacent property owned by Karon L. Rowe to allow the dedication of a full right-of-way and the roadway construction of Boone Industrial Drive. Nothing herein shall obligate the City to exercise its authority of eminent domain nor shall Owner's failure to obtain rights-of-way for Boone Industrial Drive relieve Owner of the obligations set forth in subsection 4(a) above.

ii. If such right-of-way is not acquired prior to construction, then the roadway of Boone Industrial Drive shall still be constructed in general location of future-right of-way of Boone Industrial Drive as shown on **Exhibit B**, utilizing access easements granted to Owner. Owner represents that the access easements are sufficient to allow access to

Lot 7 from Highway 763 (Rangeline St.). A separate Right of Use Agreement allowing Owner use of dedicated rights-of-way will be required for all roadway located within in the right-of-way of Boone Industrial Drive until such time as full right-of-way is acquired and the roadway is accepted. At the time that right-of-way from adjacent property owned by Karon L. Rowe is dedicated and accepted by the City, the City may accept the roadway constructed, or may require repairs to such roadway prior to acceptance.

c. Extension of White Tiger Lane.

i. As a prerequisite to the issuance of a Building Permit on either Lots 3 or 4, Owner will construct White Tiger Lane and appurtenant utilities to a Local Non-residential street standard from Brown School Road to and including the intersection with Boone Industrial Drive, as shown on **Exhibit B**.

ii. As a prerequisite for a Building Permit for Lot 6, Owner shall construct White Tiger Lane with appurtenant utilities to a Local Non-residential street standard from the southern property line of the Subject Property to and including Boone Industrial Drive, as shown on **Exhibit B**, provided, if a Building Permit for Lot 7 is sought prior to issuance of a Building Permit for Lots 3 or 4, the construction of White Tiger Lane as set forth in subparagraph 4(c)(i) above shall also be a prerequisite to issuance of a Building Permit for Lot 7.

d. Brown School Road.

i. Owner shall relocate all utilities (including, but is not limited to, gas and water facilities) that are within the current or proposed right-of-way of Brown School Road (including facilities the easements of which overlap with the current or proposed right-of-way of Brown School Road, but shall not include the utilities under the intersection of Brown School Road and Highway 763/Rangeline St.) to wholly within utility easements to be shown on a preliminary plat of the Subject Property and dedicated on any final plat of property adjacent to Brown School Road. Such relocation shall occur at the time of final platting of Lots 1, 2, 3, and 4, provided that relocation of utilities adjacent to Lot 5 shall occur upon final platting of Lot 4.

ii. Prior to final platting of any Lots 1, 2 3 , or 4, Owner shall provide a traffic impact study, which shall study the necessity of limited access points onto Brown School Road, the widening of Brown School, provision of turn lanes, and other traffic impact identified by the City. Owner may be relieved of this obligation to provide a traffic impact study if City the can identify a recommended plan for access to Brown School Road and other traffic improvements, and Owner agrees to provide improvements consistent with such recommended plan by reflecting the recommended plan on any such final plat for any lot abutting Brown School Road.

e. Park Trail Easement.

i. Within ninety (90) days of annexation of the Subject Property into the corporate limits of the City, Owner shall dedicate a trail easement along the north side of Cow Branch Creek to allow for a future trail. The trail easement shall be no less than fifty (50) feet wide as measured from the top of the bank of Cow Branch Creek, provided such trail easement shall include all areas within the FEMA defined "Zone X," up to a maximum width of one hundred (100) feet, as measured from the top of the bank of Cow Branch Creek.

ii. As part of the construction of White Tiger Lane as provided in subparagraph 4(c)(i) above, Owner shall construct an "at water" trail crossing of White Tiger Lane. will be considered as the primary option. In the event an "at water" trail crossing of White Tiger is not permitted by the United State Army Corps of Engineer, Owners will construct a "at street level crossing" of White Tiger Lane and shall dedicate any additional trail easements necessary to facilitate an "at street" level crossing, if required.

iii. An "at water crossing" will be defined as a crossing within the drainage conveyance structure with the trail pathway set at or above water level and allowing a typical trail width of eight (8) feet and a height above floor level of seven (7) feet.

iv. An "at street level crossing" will be defined as a crossing that is not within the drainage conveyance structure but instead would be at the street level of White Tiger Lane and may include additional infrastructure such as ADA accessible ramps, signage, striping, or other facilities. Specific infrastructure needs will be determined at the time of design for White Tiger Lane and approve by the City.

5. **Construction and Bonding of Improvements.** Except as otherwise expressly indicated herein, all public improvements required under the regulations of the City or this Agreement shall be constructed in accordance with the City's *Street, Storm Sewer, and Sanitary Sewer Specifications and Standards*, as may be amended, or any successor specifications and standards adopted by the City and construction plan shall be approved by the City prior to construction of such facilities. Upon review of construction plans for any improvement required to be constructed pursuant to this Agreement, the City may in its sole discretion require that Owner post a performance bond or other financial instruments acceptable to the City Counselor to secure construction of such improvements.

6. **Recording.** The Owner shall cause this Development Agreement to be recorded in the Real Estate Records of Boone County, Missouri, at the cost and expense of the Owner.

7. **Amendments.** Any amendment to this Agreement must be in writing and must be executed by the City and the Owner, and any future owner of any part of the Subject Property who would otherwise be obligated to perform any of the requirements imposed upon the Owner by this Agreement. Oral modifications or amendments of this Agreement shall be of no force or effect.

8. **Remedies.** The parties to this Agreement may, either in law or equity, by suit, action, mandamus or other proceedings in court, seek declaratory relief, enforce and compel specific

performance of this Agreement, provided that in no event shall the City shall have any liability in damages, costs (including attorneys' fees) or any other monetary liability to Owner or any affiliate of Owner, any person claiming through Owner, or to their respective successors, assigns, heirs and personal representatives in respect of any suit, claim, or cause of action arising out of this Agreement or any of the actions or transactions contemplated herein.

9. **Third Party Actions.** Owner shall have the right, but not the obligation to assume the costs of defense of any action or proceeding initiated by a third party challenging this Agreement, the annexation, the zoning or re-zoning of the Subject Property, or any other actions or transactions contemplated by this Agreement (including, without limitation, to settle or compromise any claim or action for which Owner has assumed the defense) with counsel of Owner's choosing and the City and Owner agree that so long as no conflicts of interest exist between them, the same attorney or attorneys may simultaneously represent the City and Owner in any such proceeding. In no event shall the City have any liability to Owner for damages or otherwise in the event that all or any part of this Agreement, the ordinances approving the annexation of the Subject Property, or the approval of a zoning request shall be declared invalid or unconstitutional in whole or in part by a final (as to which all rights of appeal have been exhausted or expired) judgment of a court of competent jurisdiction, and, in the event Owner elects not to assume such defense and costs, the City shall have no obligation to defend or to assume the costs of defense of any such action.

10. **Notices.** All notices between the parties hereto shall be in writing and shall be sent by certified or registered mail, return receipt requested, by personal delivery against receipt or by overnight courier, shall be deemed to have been validly served, given or delivered immediately when delivered against receipt or Three (3) business days after deposit in the mail, postage prepaid, or One (1) business day after deposit with an overnight courier, and shall be addressed as follows:

If to the City:

City of Columbia
City Manager
701 E. Broadway
Columbia, MO 65205

If to Developer:

Each party shall have the right to specify that notice is to be addressed to another address by giving to the other party ten (10) days written notice thereof.

11. ***Hold Harmless.*** Owner at its sole cost and expense, hereby agrees to indemnify, protect, release, defend (with counsel acceptable to the City) and hold harmless the City, its municipal officials, elected officials, boards, commissions, officers, employees, attorneys, and agents from and against any and all causes of action, claims, demands, all contractual damages and losses, economic damages and losses, all other damages and losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, from the action or inaction of Owner, its agents, representatives, employees, contractors, subcontractors or any other person for whose acts Owner may be liable, in the activities performed, or failed to be performed, by Owner under this Agreement, or otherwise, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of the City, its elected officials, officers, employees, agents or contractors. The indemnification, duty to defend and hold harmless obligations set forth in this Section shall survive for a period of five (5) years from the date of expiration or termination of this Agreement.

12. ***Insurance.*** Owner shall provide, at its sole expense, and maintain during all times in which Owner is constructing public improvements pursuant to this Agreement commercial general liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by the City, with a rating by Best of not less than "A," that shall protect the Owner, the City, and the City's officials, officers, and employees from claims which may arise from operations under this Agreement, whether such operations are by the Owner, its officers, directors, employees and agents, or any subcontractors of Owner. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all Owner operations, products, services or use of automobiles, or construction equipment. The amount of insurance for required herein shall be in no event less than the individual and combined sovereign immunity limits established by § 537.610 RSMo. for political subdivisions; provided that nothing herein shall be deemed to waive the City's sovereign immunity. An endorsement shall be provided which states that the City is named as an additional insured and stating that the policy shall not be cancelled or materially modified so as to be out of compliance with the requirements of this Section, or not renewed without 30 days advance written notice of such event being given to the City.

13. ***Entire Agreement.*** This Agreement contains the entire and complete agreement between the City and the Owner with respect to the requirements imposed upon the Owner for the providing of certain rights-of-way and interests in land, and the construction and installation of certain improvements, all as hereinabove described in the Recitals for this Agreement and the above numbered paragraphs of this Agreement. Parties agree that this Agreement constitutes a lawful contract between the Parties and Owner hereby acknowledges and agrees that this Agreement and provisions of the City's Code of Ordinances applicable to this Agreement constitute lawful exercises of the City's authority and police power.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year indicated below.

CITY:
City of Columbia, Missouri

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

Sheela Amin, City Clerk

Approved as to form:

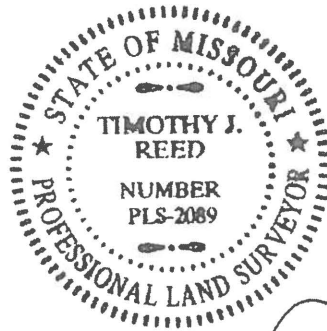
Nancy Thompson, City Counselor

EXHIBIT A
LEGAL DESCRIPTION

March 28, 2016

Property Description

A tract of land located in the southeast quarter of Section 25 T49N R13W, in Boone County, Missouri, being the tracts described by surveys recorded in book 949 page 456 and in book 977 page 236, except that part conveyed to the State of Missouri, by deed recorded in book 3194 page 107, said tract containing 70.56 acres.



Timothy J. Reed
3/28/2016

Boone County, Missouri
Unofficial Document

457

3555-DSC (59)
PAGE 2 OF 2

THIS IS TO CERTIFY THAT ON DECEMBER 16, 1992 I COMPLETED A SURVEY OF A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 49 NORTH, RANGE 13 WEST, BEING A RESURVEY OF THE TRACT DESCRIBED BY THE SURVEY RECORDED IN BOOK 735, PAGE 716 OF THE BOONE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

STAFFING AT THE EAST QUARTER CORNER OF SAID SECTION 25; THENCE ALONG THE QUARTER SECTION LINE OF SAID SECTION 25, N 88° 44' W, 160.05 FEET TO THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 763 (FORMERLY U.S. HIGHWAY 63) AND THE NORTHEAST CORNER OF A TRACT DESCRIBED BY THE SURVEY RECORDED IN BOOK 735 PAGE 716 OF THE BOONE COUNTY RECORDS, THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, WITH SAID WEST RIGHT-OF-WAY AND THE LINES OF SAID SURVEY RECORDED IN BOOK 735 PAGE 716, S 0° 00' E, 30.50 FEET; THENCE S 46° 41' E, 96.20 FEET; THENCE S 0° 00' E, 250.00 FEET; THENCE S 8° 08' E, 353.60 FEET; THENCE S 0° 00' E, 213.50 FEET; THENCE LEAVING THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 763, S 88° 15' W, 306.60 FEET; THENCE N 9° 41' W, 329.45 FEET TO THE SOUTHWEST CORNER OF THE SURVEY RECORDED IN BOOK 635 PAGE 830; THENCE N 88° 44' W, 100.00 FEET; THENCE N 0° 00' W, 600.00 FEET TO THE QUARTER SECTION LINE OF SAID SECTION 25, TOWNSHIP 49 NORTH, RANGE 13 WEST; THENCE WITH THE QUARTER SECTION LINE OF SAID SECTION, S 88° 44' E, 341.90 FEET TO THE NORTHEAST CORNER OF SAID SURVEY RECORDED IN BOOK 735 PAGE 716 TO THE POINT OF BEGINNING AND CONTAINS 8.09 ACRES.

I THEN DIVIDED THE ABOVE INTO TWO TRACTS, AS SHOWN ON THE PLAT.

THE RESULTS OF THIS SURVEY ARE AS SHOWN ON THE PLAT.

MISSOURI I HEREBY CERTIFY THAT THE ABOVE SURVEY WAS MADE UNDER MY DIRECTION AND CONFORMS TO THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, DIVISION OF GEOLOGY AND LAND SURVEY.

SURVEY AND PLAT BY BRUSH AND ASSOCIATES.

James W. Brush
JAMES W. BRUSH LS 1186

SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC IN AND FOR BOONE COUNTY, MISSOURI THIS 22nd DAY OF December, 1992.

L. Suzanne Brush
L. SUZANNE BRUSH NOTARY PUBLIC
STATE OF MISSOURI
COUNTY OF BOONE
MY COMMISSION EXPIRES 4-8-95.

APPROVED BY THE BOONE COUNTY PLANNING DEPARTMENT THIS 22 DAY OF December, 1992.

STATE OF MISSOURI)
COUNTY OF BOONE) SS.

Document No. 28636

I, the undersigned Recorder of Deeds for said county and state do hereby certify that the foregoing instrument of writing was filed for record in my office on the 22nd day of December, 1992 at 9 o'clock and 35:31 minutes AM and is truly recorded in Book 949 Page 456.

Witness my hand and official seal on the day and year aforesaid.

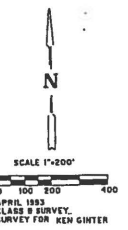
BETTIE JOHNSON, RECORDER OF DEEDS
by *Lisa Victor* deputy
LISA VICTOR



Nora Dietzel, Recorder of Deeds

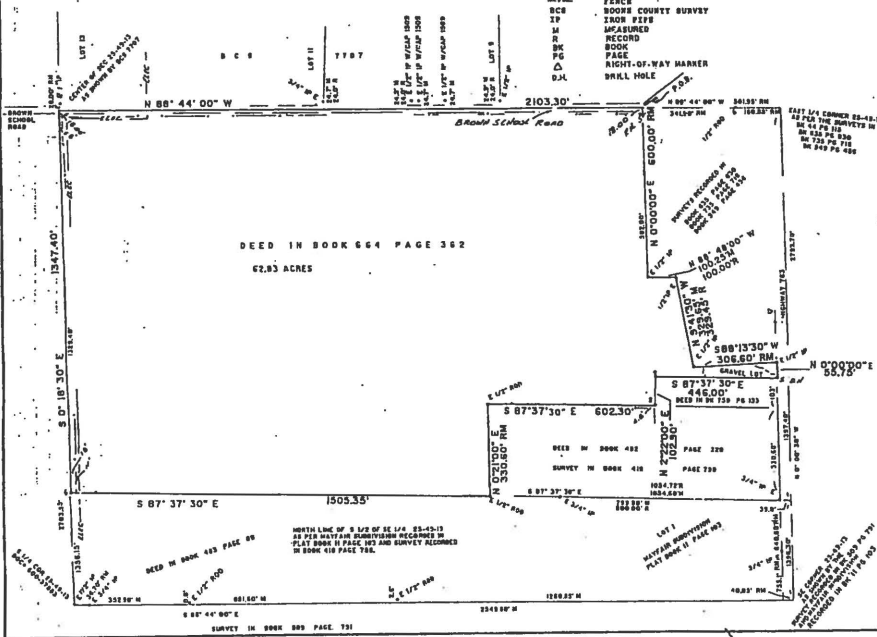
FILED FOR RECORD ON April 29, 1993 AT 4:31 CLOCK P.M.
 IN BOONE COUNTY, MISSOURI, DOCUMENT NO. 4316 RECORDED IN BOOK 477
 PAGE 236
 RECORDER OF DEEDS, BETTIE JOHNSON

REFERENCE BEARING:
 WEST LINE OF THE SURVEY RECORDED IN
 BOOK 119 PAGE 456
 S 8°58'58" E



LEGEND

S	EXISTING
R	SET 1/2" ROD WITH CAP LE 1186
U	UNLESS OTHERWISE NOTED
PH	SET 1/2" ROD WITH METAL CAP, LE 1186
ELIC	ELECTRIC LINE
FENCE	FENCE
BCS	BOONE COUNTY SURVEY
IF	IRON PINS
M	MEASURED
R	RECORD
BOOK	BOOK
PG	PAGE
Δ	RIGHT-OF-WAY MARKER
ΔXL	DRINK HOLE



THIS IS TO CERTIFY THAT IN APRIL 1993 I COMPLETED A SURVEY OF A TRACT LOCATED IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 49 NORTH, RANGE 13 WEST, BOONE COUNTY, MISSOURI, BEING THE TRACT DESCRIBED BY SAID DEED IN BOOK 444 PAGE 312 OF THE BOONE COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING AT THE EAST QUARTER CORNER OF SAID SECTION 21, THENCE WITH THE QUARTER SECTION LINE, S 88° 44' 00" E, 2162.26 FEET TO THE SOUTHWEST CORNER OF THE TRACT DESCRIBED BY THE SURVEY IN BOOK 349 PAGE 456 OF THE BOONE COUNTY RECORDS, THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING AND CONTINUING WITH SAID QUARTER SECTION LINE, S 88° 44' 00" E, 2162.26 FEET TO THE CENTER OF SAID SECTION 21; THENCE WITH THE QUARTER SECTION LINE, BEING THE WEST LINE OF THE TRACT DESCRIBED BY SAID DEED IN BOOK 444 PAGE 312, S 8° 18' 38" E, 1247.66 FEET TO THE SOUTHWEST CORNER OF SAID TRACT DESCRIBED BY SAID DEED IN BOOK 444 PAGE 312; THENCE WITH THE SOUTHWEST LINE OF SAID TRACT, S 87° 37' 30" E, 1593.15 FEET TO THE SOUTHWEST CORNER OF THE TRACT DESCRIBED BY THE DEED IN BOOK 412 PAGE 319 OF THE BOONE COUNTY RECORDS; THENCE WITH THE LINE OF SAID TRACT, S 8° 21' 08" E, 336.48 FEET; THENCE S 87° 37' 30" E, 462.58 FEET TO THE SOUTHWEST CORNER OF THE TRACT DESCRIBED BY THE DEED IN BOOK 155 PAGE 133 OF THE BOONE COUNTY RECORDS; THENCE LEAVING THE LINE OF SAID TRACT DESCRIBED BY THE DEED IN BOOK 425 PAGE 328 AND WITH THE LINE OF SAID TRACT DESCRIBED BY THE DEED IN BOOK 759 PAGE 132, S 2° 22' 08" E, 102.58 FEET; THENCE S 87° 37' 30" E, 446.88 FEET TO THE SOUTHWEST CORNER OF SAID TRACT, ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY OF MISSOURI STATE HIGHWAY 713; THENCE WITH SAID RIGHT-OF-WAY, S 0° 08' 08" E, 18.75 FEET TO THE SOUTHWEST CORNER OF SAID TRACT DESCRIBED BY THE SURVEY RECORDED IN BOOK 949 PAGE 456; THENCE WITH THE LINE OF SAID TRACT, S 88° 13' 38" E, 306.48 FEET; THENCE S 2° 41' 38" W, 339.45 FEET; THENCE S 88° 48' 00" W, 189.25 FEET; THENCE S 8° 08' 08" E, 688.98 FEET TO THE POINT OF BEGINNING AND CONTAINS 62.93 ACRES.

THE RESULTS OF THIS SURVEY ARE AS SHOWN ON THE PLAT.

I HEREBY CERTIFY THAT THE ABOVE SURVEY WAS MADE UNDER MY DIRECTION AND CONFORMS TO THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI DEPARTMENT OF REVENUE, RESOURCES, DIVISION OF GEOLOGY AND LAND SURVEY, AND ALSO CONFORMS TO THE STANDARDS FOR PROPERTY BOUNDARY SURVEYS ADOPTED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

SURVEY AND PLAT BY BRUSH AND ASSOCIATES,
James L. Brush
 JAMES L. BRUSH 12 1186

SUBSCRIBED AND SIGNED TO BEFORE ME, A NOTARY PUBLIC IN AND FOR BOONE COUNTY, MISSOURI THIS 29th DAY OF April, 1993.

Shirley E. Bruden
 S. SHIRLEY BRUDEN
 STATE OF MISSOURI
 COUNTY OF BOONE
 MY COMMISSION EXPIRES 4-8-95.

APPROVED BY THE BOONE COUNTY PLANNING DEPARTMENT THIS DAY OF April 29, 1993.

Stan Shaver
 STAN SHAVER

STATE OF MISSOURI }
 COUNTY OF BOONE } SS

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THIS SURVEY WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF BOONE COUNTY THIS 29th DAY OF April, 1993, AND RECORDED IN BOOK 477 PAGE 236 AND FILED AT 4:31 P.M.

Bettie Johnson
 RECORDER OF DEEDS
 BETTIE JOHNSON

2128146944
 Real Estate





Recorded in Boone County, Missouri

Date and Time. 08/06/2007 at 09:46:13 AM

Instrument #. 2007020330 Book 3194 Page 107

Grantor MID-MO MOBILE HOME PLAZA INC

Grantee MISSOURI STATE OF

Instrument Type WD
Recording Fee \$38.00 S
No of Pages 6

Bettie Johnson
Bettie Johnson, Recorder of Deeds



Route	<u>763</u>
County	<u>Boone</u>
Job No.	<u>J5U0675 RW</u>
Fed. Proj.	<u>N/A</u>
Parcel	<u>34</u>

CORPORATE WARRANTY DEED

THIS AGREEMENT, made the 26 day of June, 2007, by and between **MID-MO MOBILE HOME PLAZA, INC., A MISSOURI CORPORATION**, Grantor, of the County of **Boone**, and State of **Missouri**, and the **STATE OF MISSOURI**, acting by and through the **MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION**, Grantee, P. O. Box 718, Jefferson City, Missouri, 65102.

Grantor, in consideration of the sum of **Two Hundred Twenty Three Thousand Nine Hundred Fifty And No/100 Dollars (\$223,950.00)**, to be paid by the Missouri Highways and Transportation Commission, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell, convey and confirm fee simple title in the property described in this deed.

Grantor conveys to the Missouri Highways and Transportation Commission of Missouri the following described real estate and interests in real estate in the County of **Boone**, State of Missouri:

A tract of land lying in the Northeast Quarter of the Southeast Quarter of Section 25, Township 49 North, Range 13 West, in the County of Boone, State of Missouri, more particularly described as follows:

All the grantor's land within a strip of land lying on the left or west side of and adjoining the centerline of Route 763, being 132.28 feet wide from Route 763 Centerline Station 125+78.31 to Station 126+10.31; thence narrowing on a direct line to 41.50 feet wide at Route 763 Centerline Station 127+15.10; thence a strip of land being 41.50 feet wide from Route 763 Centerline Station 127+15.10 to Station 128+60.50.

Also, all the grantor's land within a strip of land lying on the left or west side of Route 763, described as follows: beginning at a point 160 feet left or west of Route 763 Centerline Station 125+46.32; thence in

an easterly direction on a direct line to a point 69.51 feet left or west of Route 763 Centerline Station 125+46.32; thence in a northwesterly direction on a direct line to a point 132.28 feet left or west of Route 763 Centerline Station 126+10.31; thence in a westerly direction on a direct line to a point 160 feet left or west of Route 763 Centerline Station 126+10.32; thence in a southerly direction on a direct line to the point of beginning.

Also, all the grantor's land within a strip of land lying on the left or west side of and adjoining the centerline of Route 763, being 90 feet wide from Route 763 Centerline Station 133+87.27 to Station 134+50; thence widening on a direct line to 160 feet wide at Route 763 Centerline Station 135+16; thence a strip of land 160 feet wide from Route 763 Centerline Station 135+16 to Station 136+05.27.

Also all grantor's land within a strip of land lying on the left or south side of and adjoining the centerline of Brown School Road West being 47.27 feet wide at Brown School Road West Centerline Station 1+60; thence narrowing on a direct line to 46 feet wide at Brown School Road West Centerline Station 2+78; thence narrowing on a direct line to 37.98 feet wide at Brown School Road West Centerline Station 3+78.40; thence narrowing on a direct line to 26.42 feet wide at Brown School Road West Centerline Station 4+74.81.

All containing 12,321.71 square feet, more or less.

All abutters' rights of direct access between the highway now known as Route 763 from Route 763 Centerline Station 125+46.32 to Route 763 Centerline Station 127+15.10 and grantor's abutting land in the Northeast Quarter of the Southeast Quarter of Section 25, Township 49 North, Range 13 West, in the County of Boone, State of Missouri, except there is reserved and excepted to grantor, its heirs, and assigns the usual right of direct access to the nearest lane of the thruway over a 37 foot entrance centered at the left (westerly) right of way line opposite Station 125+78.31.

Also, all abutters' rights of direct access between the highway now known as Route 763 and Brown School Road West from Route 763 Centerline Station 133+87.27 to Route 763 Centerline Station 136+05.27 and Brown School Road West Centerline Station 0+00 to Brown School Road West Centerline Station 1+60 and grantor's abutting land in the Northeast Quarter of the Southeast Quarter of Section 25, Township 49 North, Range 13 West, in the County of Boone, State of Missouri.

All the grantor's land within a strip of land for a permanent utility and facility easement lying on the left or west side of and abutting the left or west right of way line of Route 763 being 160 feet wide from Route 763 Centerline Station 126+10.32 to Station 126+25.32; thence a strip of land being 139.13 feet wide at Route 763 Centerline Station 126+25.31 and narrowing on a direct line to 56.50 feet wide at Route 763 Centerline Station 127+20.69; thence a strip of land 56.50 feet wide from Route 763 Centerline Station 127+20.69 to Station 128+59.43; thence widening on a direct line to 88.72 feet wide at Route 763 Centerline Station 130+85; thence widening on a direct line to 105.87 feet wide at Route 763 Centerline Station 130+85; thence a strip of land 105.87 feet wide from Route 763 Centerline Station 130+85 to Station 131+00; thence a strip of land 90.87 feet wide at Route 763 Centerline Station 131+00 and widening on a direct line to 105.15 feet wide at Route 763 Centerline Station 132+00; thence narrowing on a direct line to 105 feet wide at Route 763 Centerline Station 134+43.53; thence widening on a direct line to 160 feet wide at Route 763 Centerline Station 134+95.38; thence widening to 278.91 feet wide at Route 763 Centerline Station 135+02.28; thence widening on a direct line to 380 feet wide at Route 763 Centerline Station 135+10.36; thence widening on a direct line to 474.81 feet at Route 763 Centerline Station 135+21.74; thence a strip of land 474.81 feet wide from Route 763 Centerline Station 135+21.74 to Station 135+36.85, all containing 19,869.61 square feet, more or less.

After completion of construction the Grantor shall have possession and use of the described permanent easement tract, subject to the utility companies, City of Columbia, and Missouri Highways and

Transportation Commission's rights to maintain the above described permanent utility and facility easement for the purpose of locating, constructing or reconstructing utility lines and their appurtenances over, under or across the above described permanent easement and subject to construction and maintenance of fill and cut slopes, sidewalks, storm sewer system, signs, light poles, signals and all other necessary appurtenances.

Also, all the grantor's land within a strip of land for a permanent drainage easement lying on the left or west side of and abutting the left or west right of way line of Route 763, beginning at a point lying 160 feet left or west of and at right angles to Route 763 Centerline Station 135+16; thence in a southwesterly direction on a direct line to a point 210 feet left or west of and at right angles to Route 763 Centerline Station 134+73; thence in a southwesterly direction on a direct line to a point 319 feet left or west of and at right angles to Route 763 Centerline Station 134+08; thence in a northwesterly direction on a direct line to a point 363 feet left or north of and at right angles to Route 763 Centerline Station 134+58; thence in a northeasterly direction on a direct line to a point 295.36 feet left or west of and at right angles to Route 763 Centerline Station 135-18.64; thence in an easterly direction along the above described right of way line to the point of beginning, containing 11,152.62 square feet, more or less. After completion of construction the Grantors shall have the free and uninterrupted possession and use of the above described permanent easement tract, subject only to the Highways and Transportation Commission's right, if it should so elect, to enter thereon the above described permanent drainage easement tract from time to time for the purpose of maintaining said drainage.

Also, all the grantor's land within a strip of land for a temporary construction easement lying on the left or west side of and abutting the above described permanent utility and facility easement described as beginning at a point 147.71 feet left or west of and at right angles to Route 763 Centerline Station 134+83.80; thence in a westerly direction on a direct line to a point that is 210 feet left or west of and at right angles to Route 763 Centerline Station 134-73; thence in a northeasterly direction on a direct line to a point that is 160 feet left or west of and at right angles to Route 763 Centerline Station 135-16; thence in a southeasterly direction on a direct line to the point of beginning.

Also, all the grantor's land within a strip of land for a temporary construction easement lying on the left or west side of and abutting the above described permanent utility and facility easement described as beginning at a point 363 feet left or west of and at right angles to Route 763 Centerline Station 134-58; thence in a northwesterly direction on a direct line to a point that is 380 feet left or west of Route 763 Centerline Station 135+95; thence in a westerly direction on a direct line to a point that is 500 feet left or west of and at right angles to the Route 763 Centerline Station 135+22; thence in a westerly direction on a direct line to a point 559.40 feet left or west of and at right angles to Route 763 Centerline Station 135+38.14; thence in an easterly direction along the existing left or south right of way line of Brown School Road West to a point 474.81 feet left or west of Route 763 Centerline Station 135+36.85; thence in a southerly direction on a direct line to a point 474.81 feet left or south of Route 763 Centerline Station 135-21.74; thence in an easterly direction on a direct line to a point 310.77 feet left or west of and at right angles to Route 763 Centerline Station 135+04.82; thence in a southwesterly direction on a direct line to the point of beginning.

The above temporary construction easements contain 4,494.50 sq. ft., more or less. Upon completion of the project and acceptance of Project No. J5U0675, the above-described temporary construction easements shall cease and be no longer in effect.

The centerline of Route 763 is described as following: Commencing at a Certified Land Corner 1 1/4" iron pipe found at the southeast corner of Section 36, Township 49 North, Range 13 West, as recorded with DNR document 600-21319; thence South 57° 38' 05" West, a distance of 757.83 feet to Route 763 Centerline Station 48+00; thence North 2° 28' 37" East a distance of 2112.50 feet to Route 763

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Centerline Station 69+12.50 (= Blue Ridge Road East Centerline Station 0+00); thence North 2° 28' 37" East a distance of 3.43 feet to Route 763 Centerline Station 69+15.93 (= Blue Ridge Road West Centerline Station 0+00); thence North 2° 28' 37" East a distance of 1018.80 feet to Route 763 Equation Station 79+34.73 BK = P.C. Station 79+36.70 AH; thence on a curve to the right, having a radius of 1,908.63 feet, a distance of 572.20 feet to Route 763 P.T. Station 85+08.90; thence North 19° 39' 14" East, a distance of 649.50 feet to Route 763 Centerline Station 91+58.40 (= Kennesaw Ridge Road Centerline Station 0+00); thence North 19° 39' 14" East, a distance of 4.23 feet to Route 763 Centerline Station 91+62.63 (= Rain Forest Parkway Centerline Station 0+00); thence North 19° 39' 14" East, a distance of 456.24 feet to Equation Station 96+18.87 BK = P.C. Station 96+20.41 AH; thence on a curve to the left, having a radius of 1,909.28 feet and a length of 608.30 feet, a distance of 295.49 feet to Route 763 Centerline Station 99+15.90 (= Dinwiddie Circle Centerline Station 0+00); thence continuing along said curve to the left, having a radius of 1,909.28 feet and a length of 608.30 feet, a distance of 4.17 feet to Route 763 Centerline Station 99+20.07 (= American Parkway Centerline Station 0+00); thence continuing along said curve to the left, having a radius of 1,909.28 feet and a length of 608.30 feet, a distance of 308.64 feet to Equation Station P.T. Station 102+28.71 = Station 101+98.41 AH; thence North 1° 23' 58" East, a distance of 541.08 feet to Route 763 Centerline Station 107+39.49 (= Smiley Lane East Centerline Station 0+00); thence North 1° 23' 58" East, a distance of 2.6 feet to Route 763 Centerline Station 107+42.09 (= Smiley Lane West Centerline Station 0+00); thence North 1° 23' 58" East, a distance of 1836.22 feet to Route 763 Centerline Station 125+78.31 (= Boone Industrial Boulevard Centerline Station 0+00); thence North 1° 23' 58" East, a distance of 984.96 feet to Route 763 Centerline Station 135+63.27 (= Brown School Road West Centerline Station 0+00); thence North 1° 23' 58" East, a distance of 4 feet to Route 763 Centerline Station 135+67.27 (= Brown School Road East Centerline Station 0+00); thence North 1° 23' 58" East, a distance of 1989.15 feet to Route 763 Centerline Station 155+56.42 (= Auburn Hills Circle Centerline Station 0+00); thence North 1° 23' 58" East, a distance of 5.20 feet to Route 763 Centerline Station 155+61.62 (= Shalimar Drive Centerline Station 0+00); thence North 1° 23' 58" East, a distance of 1131.61 feet to Route 763 Centerline Station 166+93.23 (= Harvester Road Centerline Station 0+00); thence North 1° 23' 58" East, a distance of 1733.42 feet to Equation Station 184+26.65 BK = Station 855+47.83 AH (descending stations); thence North 1° 23' 58" East, a distance of 747.83 feet to Station 848+00 Route 763 = Station 5+00 Route VV; thence North 1° 23' 58" East, a distance of 1,410.51 feet to POT Station 833+89.49.

The centerline of Brown School Road West is described as follows: Commencing at a point on Route 763 Centerline at Station 135+63.27 = Brown School Road West Centerline Station 0+00; thence North 88° 36' 02" West, a distance of 580 feet to Brown School Road West Centerline Station 5+80.

Exhibit B
Depiction of Lots and Improvements

