

Boone County, Missouri



Unofficial Document

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Date and Time: 10/19/2024 at 02:23:56 PM

Instrument #: 2021029825 Book: 5522 Page: 118

Instrument Type: AGR

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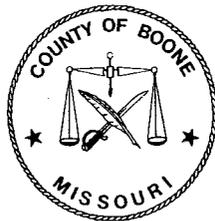
No. of Pages: 16

Nora Dietzel
Nora Dietzel, Recorder of Deeds



RECORDER OF DEEDS CERTIFICATE BOONE COUNTY, MISSOURI NON-STANDARD DOCUMENT

This document has been recorded and you have been charged the \$25.00 non-standard fee pursuant to RSMo 59.310.3 and this certificate has been added to your document in compliance with the laws of the State of Missouri.



Nora Dietzel
Recorder of Deeds
801 E. Walnut, Room 132
Columbia, Missouri 65201
573-886-4345

THIS PAGE HAS BEEN RECORDED AS THE FIRST PAGE OF YOUR DOCUMENT - DO NOT REMOVE THIS PAGE

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(Space above reserved for Recorder of Deeds certification)

Orig #024791

- 1. **Title of Document:** Development Agreement
- 2. **Date of Document:** October 19, 2021
- 3. **Grantor(s):** Boone Development, Inc. "Developer"
- 4. **Grantee(s):** City of Columbia, Missouri "City"
- 5. **Statutory Mailing Address(s):** 701 E. Broadway, Columbia, Missouri 65205
- 6. **Legal Description:** See Exhibit A
- 7. **Reference Book and Page(s):** N/A

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.)

DEVELOPMENT AGREEMENT

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THIS AGREEMENT ("Agreement"), is made and entered into by and between **Boone Development, Inc.**, a registered Missouri corporation ("Developer") and the **City of Columbia, Missouri**, a municipal corporation of the State of Missouri ("City") and will be effective the date of signature by the Party last executing this Agreement ("Effective Date"). The City and the Developer may hereinafter be collectively referred to as the Parties and individually as a Party.

RECITALS

WHEREAS, Developer holds title to approximately 123 acres of land currently located in the unincorporated area of Boone County legally described in the attached **Exhibit A** (the "Subject Property"); and

WHEREAS, the Subject Property is now located in the unincorporated area of Boone County, Missouri ("County"). On or about the June 8, 2021, Developer filed with the City a Petition for Annexation of the Subject Property into the geographic limits of the City ("Annexation Petition"), provided the Subject Property is rezoned pursuant to Developer's request in the Annexation Petition. A public hearing on the annexation was held on July 6, 2021; and

WHEREAS, Developer desires to develop the Subject Property for residential uses. The Annexation Petition requests the Subject Property be divided into a single zoning district, to wit, R-1, One-family Dwelling; and

WHEREAS, when fully developed, the Subject Property is anticipated to be subdivided and developed into approximately 169 lots for single-family housing units and various common lots as shown in the preliminary plat for Old Hawthorn North attached as **Exhibit B**; and

WHEREAS, the parties desire to set forth responsibility for the construction and dedication of certain public improvements associated with development of the Subject Property in this Agreement, it being the intent of this agreement to provide milestones for which the construction of such public improvements shall occur;

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

1. **Contingencies**. This Agreement is contingent upon Developer's Annexation Petition being granted by the City.

2. **Agreement to Run with the Land**. The provisions of this Agreement will constitute covenants running with the entirety of the Subject Property and each and

every part of the Subject Property, and will bind the current Developer and all of such successors and assigns as it relates to the Subject Property

Unofficial Document

3. **Developer's Obligations.**

a) **East Richland Road.**

i. Developer will dedicate right of way for East Richland Road ("Richland Road") to provide a width of no less than fifty feet (55') when measured southward from the existing centerline of Richland Road, as shown in the attached preliminary plat hereafter referred to as **Exhibit B**. The right of way for Richland Road may be dedicated in phases. As the exterior lots closest to Richland Road are platted in a final plat, the final plat shall contain the dedication of that Richland Road right of way adjacent to the exterior lots contained in such final plat.

ii. Developer will grade an eight-foot (8') shoulder along the south side of Richland Road, measured from the south edge of existing pavement along Richland Road. Such shoulder shall be seeded and mulched in order to establish vegetative cover. The shoulder grading adjacent to Richland Road shall occur as the adjacent exterior lots are included and platted in a final plat. The shoulder grading shall be completed prior to the acceptance of the street infrastructure within the same final plat as the exterior lots.

iii. Developer will construct, or shall cause to be constructed, an eight-foot (8') wide pedway along Richland Road, as generally shown on **Exhibit B**. The pedway may be constructed in phases as part of the improvements subject to performance contracts associated with final plats containing lots adjacent to the Richland Road right of way.

b) **Payment Offset for Richland Road Intersection Improvements.** Developer shall pay the City a lump sum of ninety-four thousand, forty-eight dollars and seventy cents (\$94,048.70) as a contribution to intersection improvements to Richland Road. This Payment Offset must be submitted to the City before platting of the seventy-fifth (75th) lot on the Subject Property.

c) **Use of Funds.** The City shall hold the funds paid by Developer to the City under this section 3 in escrow and may authorize, at the direction of the Director of Public Works, the use of such funds for any Richland Road improvements and/or maintenance within three (3) miles of the Subject Property which the City, in its sole reasonable discretion, determines to be necessary as a result of the development of the Subject Property. The funds shall be used by the City for such purposes within a period of ten (10) years following the payment into escrow by the Developer. Any portion of the funds remaining in escrow at the expiration of

ten (10) years shall be returned to the Developer or Developer's successors and assigns as it relates to the Subject Property at the time of the return of funds.

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4. **Construction and Bonding of Improvements.** Except as otherwise expressly indicated herein, all public improvements required under the regulations of the City or this Agreement must 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 together with any final construction plans approved by the City prior to construction of such facilities. In connection with construction, the Developer shall be required to post bonds or other security as required by the city code. Developer is responsible for obtaining all necessary easements to construct improvements related to Developer's Development of the Subject Property.

5. **Phasing Plan.** If any development of the Subject Property, including final platting, will be phased, then a plan which generally describes the sequence of development of the Subject Property ("Phasing Plan") must be submitted to the Director of Community Development ("Director") concurrently with the first application for a Final Plat on the Subject Property. The Phasing Plan shall become final and binding upon Developer upon approval of the first Final Plat on the Subject Property. Thereafter, development and platting of the Subject Property shall occur in the sequence established in the Phasing Plan. However, nothing contained in this paragraph shall be construed as precluding Developer from filing or developing more than one phase at a time. The Phasing Plan may not be amended except upon written approval of the Director, which shall not be unreasonably withheld. Once the Subject Property has been preliminary platted, no part of the Subject Property may be conveyed as a small area transfer or using a metes and bounds description. A conveyance of any part of the Subject Property may only occur after the Subject Property, or any applicable portion thereof, has been final platted in accordance with the City's Subdivision Regulations.

6. **Recording.** The Developer shall cause this Development Agreement to be recorded with the Recorder of Deeds of Boone County, Missouri, at the cost and expense of the Developer. A copy of the recorded instrument shall be provided to the City by Developer.

7. **Amendments.** Any amendment to this Agreement must be in writing and must be executed by the City and the Developer, and any future Developer of any part of the Subject Property who would otherwise be obligated to perform any of the requirements imposed upon the Developer by this Agreement. Oral modifications or amendments of this Agreement are 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 will the City have any liability in damages, costs or any other monetary liability to Developer or any

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affiliate of Developer, any person claiming through Developer, or to their respective successors, 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.** Developer will 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 rezoning 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 Developer has assumed the defense) with counsel of Developer's choosing and the City and Developer agree that so long as no conflicts of interest exist between them, the same attorney or attorneys may simultaneously represent the City and Developer in any such proceeding. In no event will the City have any liability to Developer 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 are 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 Developer elects not to assume such defense and costs, the City will have no obligation to defend or to assume the costs of defense of any such action.

10. **Notices.** All notices between the parties hereto must be in writing and must be sent by certified or registered mail, return receipt requested, by personal delivery against receipt or by overnight courier, will 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 must be addressed as follows:

If to the City:

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

If to Developer:

Boone Development, Inc.
Attn: Billy Sapp
6221 E. Highway WW
Columbia, MO 65201

Each party will 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.

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11. **Insurance.** Developer must provide, at its sole expense, and maintain during all times in which Developer 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 will protect the Developer, 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 Developer, its officers, directors, employees and agents, or any subcontractors of Developer. This liability insurance must include, but will not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all Developer operations, products, services or use of automobiles, or construction equipment. The amount of insurance required herein must 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 will be deemed to waive the City's sovereign immunity. An endorsement must be provided which states that the City is named as an additional insured and stating that the policy will 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.

12. **Hold Harmless.** Developer 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 Developer, its agents, representatives, employees, contractors, subcontractors or any other person for whose acts Developer may be liable, in the activities performed, or failed to be performed, by Developer under this Agreement or in the development of the Subject property, 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 will survive for a period of five (5) years from the date of expiration or termination of this Agreement.

13. **Sovereign Immunity.** Nothing in this Agreement shall constitute or be construed as a waiver of the City's governmental or official immunity or its officers or employees from liability or suit pursuant to Section 537.600 RSMo.

14. **No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement.

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Unofficial Document

15. **Failure or Delay to Enforce.** No failure to exercise or delay in exercising any right hereunder on the part of any Party to this Agreement shall operate as a waiver thereof, and no single or partial exercise of any right of such Party shall preclude any other or further exercise of such right or the exercise of any other right.

16. **Power of the City.** Notwithstanding anything set forth in this Agreement to the contrary, no provision contained herein shall in any manner diminish or usurp the inherent rights and powers of the City to act in its capacity as a public body. Nothing herein shall relieve Developer from complying with all applicable laws and requirements.

17. **Inspection.** Upon reasonable prior notice, the City may conduct such periodic inspections of the projects herein, including any applicable phase, as may be generally provided in the applicable law or regulation for inspection thereof in order to confirm compliance with the terms of this Agreement. The Developer shall not deny the City and its officers and employees the right to inspect, upon reasonable prior written request, all engineering plans, construction contracts or other documents pertaining to the construction of the public infrastructure on the Subject Property. Notwithstanding the foregoing, Developer shall not be required to produce documents for inspection if such documents are attorney-client privileged or contain confidential, proprietary information or if production would violate the rights of any third parties.

18. **Governing Law.** This Agreement will be construed according to the laws of the State of Missouri. The Parties will comply with all local, state, and federal laws and regulations relating to the performance of this Agreement.

19. **Venue.** Any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, must be instituted only in the Circuit Court of Boone County, Missouri.

20. **Entire Agreement.** This Agreement contains the entire and complete agreement between the City and the Developer with respect to the requirements imposed upon the Developer 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 Developer 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.

[Remainder of page intentionally blank. Signature pages follow.]

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

BOONE COUNTY MO OCT 19 2021

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

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CITY:

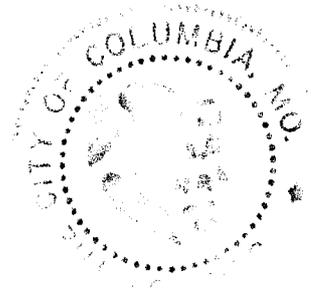
City of Columbia, Missouri

By: *John Glascock*
John Glascock, City Manager

Date: October 19, 2021

ATTEST:

Sheela Amin
Sheela Amin, City Clerk



Approved as to form:

Nancy Thompson
Nancy Thompson, City Counselor/rgt 187

Nora Dietzel, Recorder of Deeds

Unofficial Document

Boone Development, Inc.

By: B. G. Sapp

Name Printed: Billy G. Sapp

Date 8-16-2021

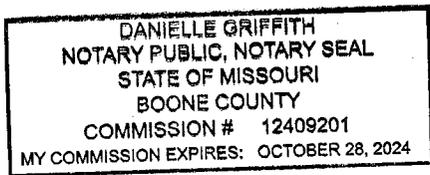
STATE OF MISSOURI)
) SS
COUNTY OF BOONE)

On this 16 day of August, 2021, before me appeared Billy G. Sapp, to me personally known, who, being by me duly sworn did say that he or she is PRESIDENT of Boone Development, Inc., a Missouri corporation, and that said instrument was signed on behalf of said corporation, acknowledged said instrument to be the free act and deed of said corporation and that he or she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and notarial seal at my office in the State and County aforesaid, on the day and year hereinabove first written.

Danielle Griffith
Notary Public

My commission expires: 10/28/2024



Boone County, Missouri

BOONE COUNTY MO OCT 19 2021

EXHIBIT A

~~LEGAL DESCRIPTION~~
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DESCRIPTION OLD HAWTHORNE NORTH ANNEXATION TRACT
FOR OLD HAWTHORNE DEVELOPMENT, LLC.
JOB #190254

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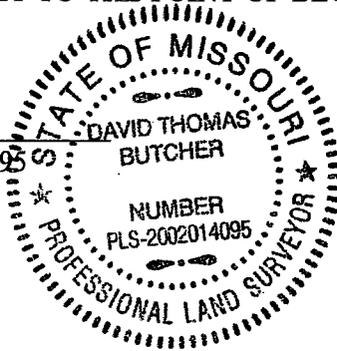
FEBRUARY 26, 2021

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 48 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI AND BEING ALL OF THE LAND SHOWN IN THE SURVEYS RECORDED IN BOOK 5290, PAGE 80 AND BOOK 5318, PAGE 106 AND DESCRIBED BY THE TRUSTEE'S DEEDS RECORDED IN BOOK 5292, PAGE 61 AND BOOK 5344, PAGE 1 AND BEING MORE PARTICULARITY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 14, AS SHOWN IN THE SURVEY RECORDED IN BOOK 5157 PAGE 33; THENCE WITH THE EAST LINE OF SAID NORTHWEST QUARTER, S 1°43'50"W, 2548.42 FEET TO THE CENTER OF SAID SECTION 14 AND THE NORTHEAST CORNER OF OLD HAWTHORNE PLAT 5, RECORDED IN PLAT BOOK 41, PAGE 38; THENCE LEAVING SAID EAST LINE AND WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER, AND THE NORTH LINE OF SAID OLD HAWTHORNE SUBDIVISION, N 88°54'15"W, 2691.98 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE LEAVING SAID SOUTH LINE AND WITH THE WEST LINE OF SAID SECTION, N 1°46'45"E, 1477.48 FEET TO THE SOUTH LINE OF THE SURVEY RECORDED IN BOOK 374, RANGE 422; THENCE LEAVING SAID WEST LINE AND WITH THE LINES OF SAID SURVEY, S 83°50'25"E, 565.47 FEET; THENCE S 80°47'20"E, 754.29 FEET TO THE SOUTHEAST CORNER OF THE SURVEY RECORDED IN BOOK 374, PAGE 422; THENCE WITH THE EAST LINE THEREOF, N 2°10'45"E, 1283.96 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE WITH THE NORTH LINE OF SAID SECTION, S 86°32'30"E, 1369.51 FEET TO THE POINT OF BEGINNING AND COUNTING 123.84 ACRES.


DAVID T. BUTCHER, PLS-2002014095

2/26/2021
DATE



CROCKETT ENGINEERING CONSULTANTS 1000 W. Nifong Blvd. Building 1 Columbia, Missouri 65203 (573) 447-0292 www.crockettengineering.com	CORPORATE NUMBER 2000151304	OLD HAWTHORNE NORTH - ANNEXATION
	DATE: 2/26/21 PROJECT: 190254	NW QUARTER, SECTION 14, TOWNSHIP 48 NORTH, RANGE 12 WEST, COLUMBIA, BOONE COUNTY, MISSOURI

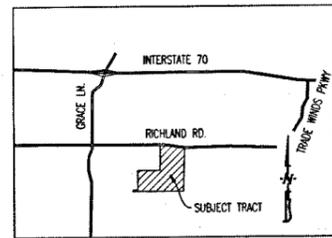
Boone County, Missouri

BOONE COUNTY MO OCT 19 2021

EXHIBIT B

PRELIMINARY PLAN
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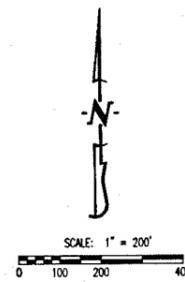


PRELIMINARY PLAT FOR OLD HAWTHORNE NORTH Document

A TRACT LOCATED IN SECTION 14, TOWNSHIP 48 NORTH, RANGE 12 WEST, COLUMBIA, BOONE COUNTY, MISSOURI
CITY PROJECT #105-2021

LEGEND:

- 805 --- EXISTING MAJOR CONTOUR
- 820 --- EXISTING MINOR CONTOUR
- CURVE
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- MANHOLE/CLEANOUT
- PROPOSED WATERLINE
- PROPOSED LIGHT POLE
- PROPOSED FIRE HYDRANT
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- BUILDING LINE
- EASEMENT
- XX LOT NUMBER
- PROPOSED PAVEMENT
- PROPOSED DETENTION
- EXISTING TREELINE
- WATERWAY



1. ALL PUBLIC SANITARY SEWER EXTENSIONS SHALL BE MINIMUM OF 8" DIAMETER. SEWERS NOT CONSTRUCTED ALONG FRONTS OF LOTS TO BE LOCATED WITHIN 16 FOOT WIDE EASEMENTS OR EASEMENTS EQUAL TO THE DEPTH OF THE SEWER IF SEWER IS GREATER THAN 16 FEET. NO SEWER TAPS WILL BE GREATER THAN 20 FEET.
2. THIS TRACT IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD ZONE AS DESCRIBED IN SECTION 29-2.3(4)(1) OF THE CODE OF ORDINANCES AND SHOWN ON THE F.E.M.A. FIRM MAP PANEL #29019C0295E DATED APRIL 19, 2017.
3. THE STREET R/W SHALL BE 50 FOOT WIDE, UNLESS OTHERWISE NOTED.
4. THERE SHALL BE A 10 FOOT UTILITY EASEMENT ADJACENT TO ALL STREET RIGHTS-OF-WAY, EXCEPT ALONG RICHLAND ROAD WHERE A 20-FOOT SHALL BE DEDICATED.
5. NATURAL GAS DISTRIBUTION TO BE DESIGNED BY AMEREN.
6. WATER DISTRIBUTION TO BE SUPPLIED BY PWS# #9.
7. ELECTRIC DISTRIBUTION TO BE DESIGNED BY THE BOONE ELECTRIC COOPERATIVE.
8. LOT NUMBERS SHOWN ARE FOR INVENTORY PURPOSES ONLY.
9. THE EXISTING ZONING OF THIS TRACT IS R-1.
10. THIS PLAT CONTAINS 125.76 ACRES.
11. A 5' SIDEWALK SHALL BE CONSTRUCTED ALONG BOTH SIDES OF ALL INTERNAL STREETS, AS WELL AS AN 8' PEDESTAL ALONG RICHLAND ROAD, UNLESS OTHERWISE NOTED.
12. THIS TRACT IS REGULATED BY THE STREAM BUFFER REQUIREMENTS IN SECTION 12A-230, ARTICLE X OF THE CITY OF COLUMBIA CODE OF ORDINANCES AS SHOWN BY THE COLUMBIA USGS QUADRANGLE MAP. THIS TRACT CONTAINS A TYPE II STREAM BUFFER.
13. LOTS C10-C10 ARE COMMON LOTS AND ARE TO BE DEDICATED TO THE HOME OWNERS ASSOCIATION AND ARE TO BE USED FOR GREENSPACE, SIGNAGE, AMENITIES AND/OR STORM WATER MANAGEMENT PURPOSES. THE HOME OWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR ALL MAINTENANCE OF SAID BMP'S.
14. THERE IS CLIMAX FOREST LOCATED ON THIS TRACT AS IDENTIFIED BY THE TREE PRESERVATION PLAN FOR OLD HAWTHORNE NORTH.
15. THE INTENT FOR THIS DEVELOPMENT IS TO BE DEVELOPED IN MULTIPLE PHASES.
16. ALL STORM SEWER AND WATER QUALITY DESIGN SHALL MEET THE CITY OF COLUMBIA STORM WATER MANUAL AND DESIGN REGULATIONS.
17. EXISTING STRUCTURES ARE TO BE REMOVED FROM THE SITE.
18. LOTS C10 AND 101-106 SHALL HAVE NO DRIVEWAY ACCESS TO RICHLAND ROAD.
19. THE CONNECTIVITY INDEX FOR THIS PLAT IS 1.6.
20. THERE SHALL BE NO DIRECT ACCESS FROM ANY LOT ONTO RICHLAND ROAD.

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE WEST HALF OF SECTION 14, AND THE SOUTHWEST QUARTER OF SECTION 15, ALL IN TOWNSHIP 48 NORTH, RANGE 12 WEST, COLUMBIA, BOONE COUNTY, MISSOURI AND BEING ALL OF THE LAND SHOWN IN THE SURVEYS RECORDED IN BOOK 5290, PAGE 80 AND BOOK 5318, PAGE 106 AND DESCRIBED BY THE TRUSTEE'S DEEDS RECORDED IN BOOK 5292, PAGE 61 AND BOOK 5344, PAGE 1 AND BEING ALL OF LOT 516 OF OLD HAWTHORNE PLAT 5, RECORDED IN PLAT BOOK 41, PAGE 38 AND DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 5145, PAGE 153 AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 4087, PAGE 17 AND BEING ALL OF LOT C1 OF OLD HAWTHORNE, PLAT NO. 9 RECORDED IN PLAT BOOK 47, PAGE 5 AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 4036, PAGE 57 AND BEING ALL OF LOT C2 OF VISTAS AT OLD HAWTHORNE, PLAT NO. 1 RECORDED IN PLAT BOOK 40, PAGE 108 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

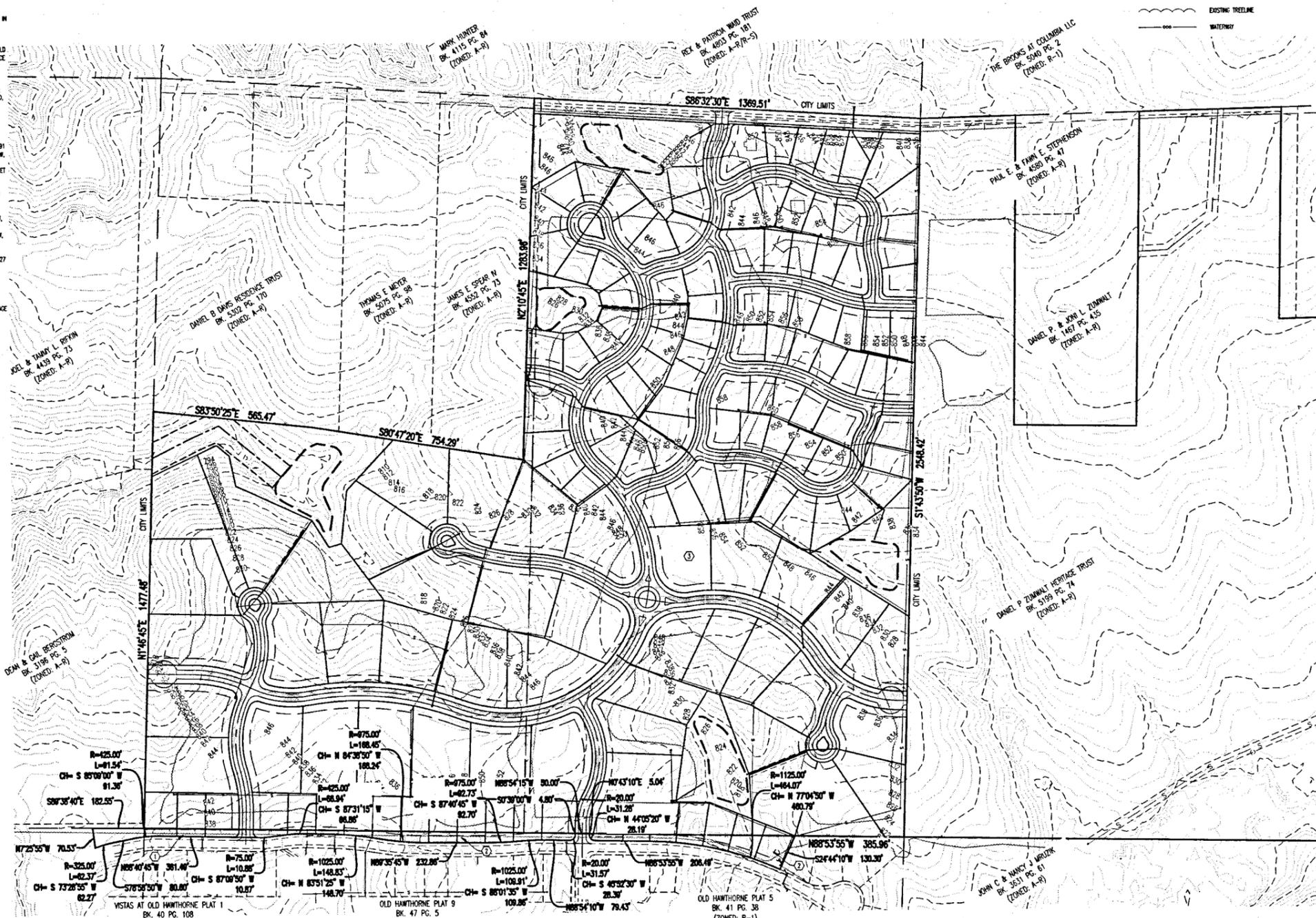
BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 14, AS SHOWN IN THE SURVEY RECORDED IN BOOK 5157 PAGE 33; THENCE WITH THE EAST LINE OF SAID NORTHWEST QUARTER, S 14°35'00" W, 2548.42 FEET TO THE CENTER OF SAID SECTION 14 AND THE NORTHEAST CORNER OF OLD HAWTHORNE PLAT 5, RECORDED IN PLAT BOOK 41, PAGE 38; THENCE LEAVING SAID EAST LINE AND WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER, AND THE NORTH LINE OF SAID OLD HAWTHORNE SUBDIVISION, N 88°54'15" W, 385.96 FEET TO NORTHEAST CORNER OF SAID LOT 516; THENCE LEAVING SAID NORTH LINE AND WITH THE LINES OF SAID LOT 516, S 20°41'00" W, 130.30 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF CROOKED SWITCH COURT; THENCE CONTINUING WITH THE LINES OF SAID LOT 516, ANOTHER 484.07 FEET ALONG A 1125.00-FOOT RADIUS, NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N 77°45'50" W, 462.79 FEET; THENCE IN BESS'55'50" W, 204.90 FEET; THENCE S 11°28' FEET ALONG A 20.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, N 44°05'20" W, 28.19 FEET; THENCE N 04°10'15" W, 5.04 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE LEAVING THE LINES OF SAID LOT 516 AND WITH SAID SOUTH LINE, N 88°54'15" W, 50.00 FEET TO NORTHEAST CORNER OF SAID LOT C1 OF OLD HAWTHORNE PLAT NO. 9, RECORDED IN PLAT BOOK 47, PAGE 5; THENCE LEAVING SAID SOUTH LINE AND WITH THE LINES OF SAID LOT C1, S 04°10'15" W, 4.80 FEET; THENCE S 31°57' FEET ALONG A 20.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD S 45°52'30" W, 28.39 FEET; THENCE IN BESS'10'10" W, 78.43 FEET; THENCE 149.91 FEET ALONG A 1025.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD S 80°10'30" W, 109.86 FEET; THENCE S 92°23' FEET ALONG A 975.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S 87°40'45" W, 92.70 FEET; THENCE N 89°35'45" W, 232.86 FEET; THENCE 168.45 FEET ALONG A 975.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD N 84°38'50" W, 188.24 FEET; THENCE 148.83 FEET ALONG A 1025.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N 83°51'25" W, 148.70 FEET; THENCE N 82°01'00" W, 99.43 FEET TO THE SOUTHWEST CORNER OF SAID LOT C2 OF THE VISTAS AT OLD HAWTHORNE, PLAT 1, RECORDED IN PLAT BOOK 40, PAGE 108; THENCE LEAVING THE LINES OF SAID LOT C1 AND WITH THE LINES OF SAID LOT C2, 94.94 FEET ALONG A 425.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD S 87°31'15" W, 66.86 FEET; THENCE S 87°00'35" W, 81.28 FEET; THENCE 10.88 FEET ALONG A 75.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD S 87°00'35" W, 10.87 FEET; THENCE N 88°40'45" W, 301.49 FEET; THENCE 91.54 FEET ALONG A 425.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD S 85°09'00" W, 81.36 FEET; THENCE S 78°58'50" W, 80.60 FEET; THENCE 62.37 FEET ALONG A 325.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD S 73°28'55" W, 62.27 FEET; THENCE N 72°55'00" W, 70.53 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE WITH SAID NORTH LINE, S 88°38'00" W, 102.55 FEET TO THE WEST LINE OF SAID SECTION 14; THENCE LEAVING THE LINES OF SAID LOT C2 AND WITH SAID WEST LINE, N 14°45'15" W, 1477.48 FEET TO THE SOUTH LINE OF THE SURVEY RECORDED IN BOOK 374, RANGE 422; THENCE LEAVING SAID WEST LINE AND WITH THE LINES OF SAID SURVEY, S 83°52'25" W, 565.47 FEET; THENCE S 80°42'20" W, 754.29 FEET TO THE SOUTHWEST CORNER OF THE SURVEY RECORDED IN BOOK 374, PAGE 422; THENCE WITH THE EAST LINE THEREOF, N 21°04'55" W, 1283.96 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION, THENCE WITH THE NORTH LINE OF SAID SECTION, S 86°32'30" W, 1369.51 FEET TO THE POINT OF BEGINNING AND CONTAINING 125.76 ACRES.

OWNER: VISTAS AT OLD HAWTHORNE HOMES ASSOCIATION
5818 SCREAMING EAGLE LN.
COLUMBIA, MO 65201

OWNER: OLD HAWTHORNE DEVELOPMENT LLC
6221 E. BROADWAY
COLUMBIA, MO 65201

OWNER: BOONE DEVELOPMENT INC.
6221 E. BROADWAY
COLUMBIA, MO 65201

DEVELOPER: OLD HAWTHORNE DEVELOPMENT LLC.
6221 E. BROADWAY
COLUMBIA, MO 65201



APPROVED BY THE CITY OF COLUMBIA PLANNING AND ZONING COMMISSION

THIS _____ DAY OF _____, 2021.

SARA LOE, CHAIRPERSON



04/28/2021
TIMOTHY D. CROCKETT - PE-2004000775

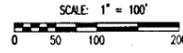
PREPARED BY:
CROCKETT
ENGINEERING CONSULTANTS
1800 W. Midway Blvd., Ste. 1
Columbia, Missouri 65203
(573) 447-0292
www.crocketteengineering.com
Crockett Engineering Consultants, LLC
Missouri Certificate of Authority
#000011001

08/12/2021 REV 3
05/26/2021 REV 2
04/28/2021 REV 1
03/01/2021 ORIGINAL

Boone County, Missouri

BOONE COUNTY MO OCT 19 2021

- LEGEND:**
- EXISTING MINOR CONTOUR
 - - - EXISTING MAJOR CONTOUR
 - CURB
 - - - EXISTING SANITARY SEWER
 - - - PROPOSED SANITARY SEWER
 - MANHOLE/CLEANOUT
 - PROPOSED WATERLINE
 - PROPOSED LIGHT POLE
 - PROPOSED FIRE HYDRANT
 - EXISTING STORM SEWER
 - PROPOSED STORM SEWER
 - BUILDING LINE
 - - - EASEMENT
 - ⊗ LOT NUMBER
 - ▭ PROPOSED PAVEMENT
 - - - PROPOSED DETENTION
 - EXISTING TREELINE
 - WATERWAY



PRELIMINARY PLAT FOR OLD HAWTHORNE NORTH

A TRACT LOCATED IN SECTION 14, TOWNSHIP 48 NORTH, RANGE 12 WEST, COLUMBIA, BOONE COUNTY, MISSOURI
CITY PROJECT #105-2021

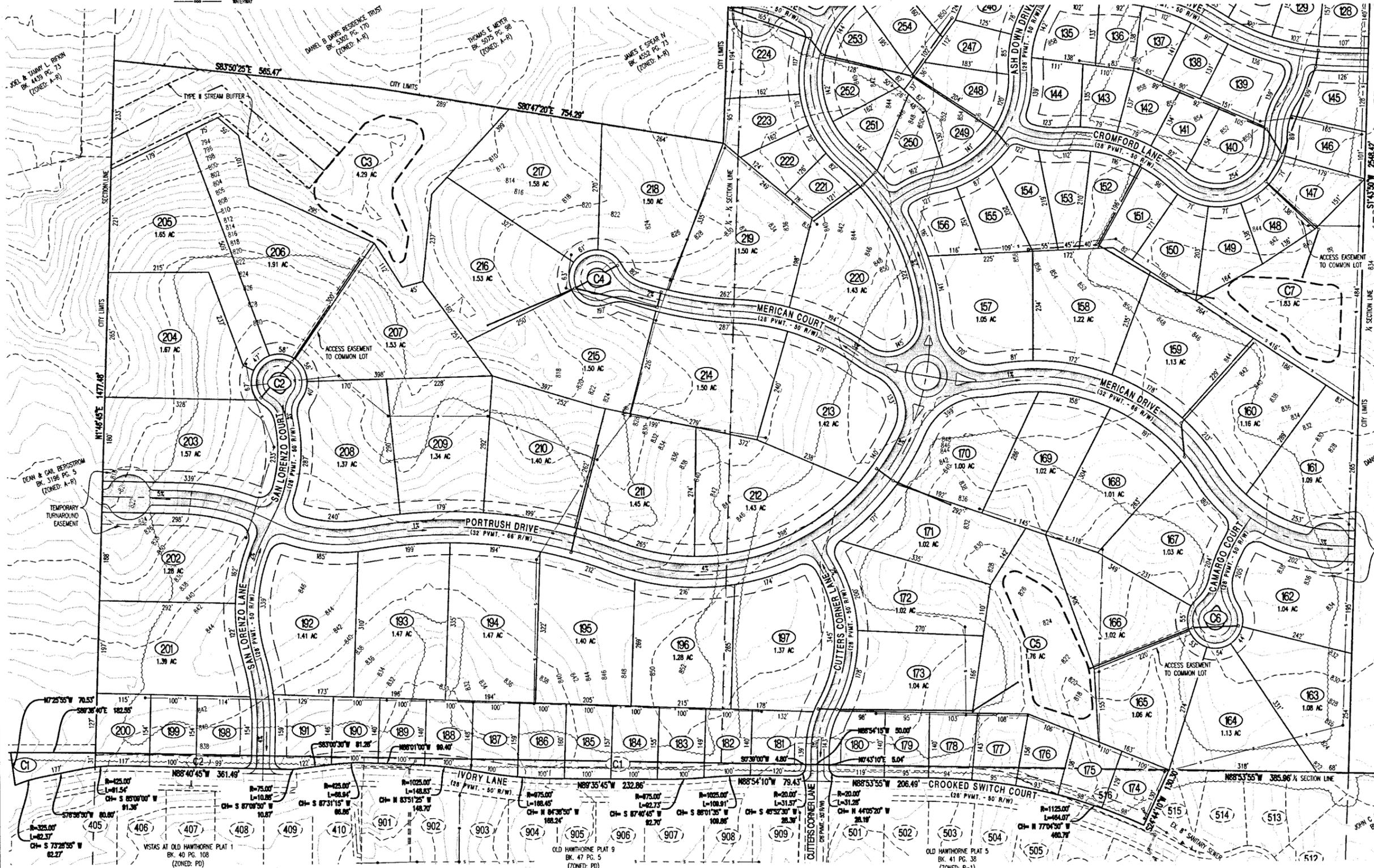
OWNER:
VISTAS AT OLD HAWTHORNE HOMES ASSOCIATION
5818 SCREAMING EAGLE LN.
COLUMBIA, MO 65201

OWNER:
OLD HAWTHORNE DEVELOPMENT LLC
6221 E. BROADWAY
COLUMBIA, MO 65201

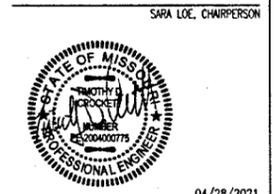
OWNER:
BOONE DEVELOPMENT INC.
6221 E. BROADWAY
COLUMBIA, MO 65201

DEVELOPER:
OLD HAWTHORNE DEVELOPMENT LLC
6221 E. BROADWAY
COLUMBIA, MO 65201

1. ALL PUBLIC SANITARY SEWER EXTENSIONS SHALL BE MINIMUM OF 8" DIAMETER. SEWERS NOT CONSTRUCTED ALONG FRONTS OF LOTS TO BE LOCATED WITHIN 16 FOOT WIDE EASEMENTS OR EASEMENTS EQUAL TO THE DEPTH OF THE SEWER IF SEWER IS GREATER THAN 16 FEET. NO SEWER TAPS WILL BE GREATER THAN 20 FEET.
2. THIS TRACT IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD ZONE AS DESCRIBED IN SECTION 29-2.3(4)(i) OF THE CODE OF ORDINANCES AND SHOWN ON THE F.E.M.A. FIRM MAP PANEL #29019C0295E DATED APRIL 19, 2017.
3. THE STREET R/W SHALL BE 50 FOOT WIDE, UNLESS OTHERWISE NOTED.
4. THERE SHALL BE A 10 FOOT UTILITY EASEMENT ADJACENT TO ALL STREET RIGHTS-OF-WAY, EXCEPT ALONG RICHLAND ROAD WHERE A 20-FOOT SHALL BE DEDICATED.
5. NATURAL GAS DISTRIBUTION TO BE DESIGNED BY AMEREN.
6. WATER DISTRIBUTION TO BE SUPPLIED BY PWSO #9.
7. ELECTRIC DISTRIBUTION TO BE DESIGNED BY THE BOONE ELECTRIC COOPERATIVE.
8. LOT NUMBERS SHOWN ARE FOR INVENTORY PURPOSES ONLY.
9. THE EXISTING ZONING OF THIS TRACT IS R-1.
10. THIS PLAT CONTAINS 125.76 ACRES.
11. A 5' SIDEWALK SHALL BE CONSTRUCTED ALONG BOTH SIDES OF ALL INTERNAL STREETS, AS WELL AS AN 8' PEDIWAY ALONG RICHLAND ROAD, UNLESS OTHERWISE NOTED.
12. THIS TRACT IS REGULATED BY THE STREAM BUFFER REQUIREMENTS IN SECTION 12A-230, ARTICLE X OF THE CITY OF COLUMBIA CODE OF ORDINANCES AS SHOWN BY THE COLUMBIA USGS QUADRANGLE MAP. THIS TRACT CONTAINS A TYPE II STREAM BUFFER.
13. LOTS C1-C10 ARE COMMON LOTS AND ARE TO BE DEDICATED TO THE HOME OWNERS ASSOCIATION AND ARE TO BE USED FOR GREENSPACE, SIGNAGE, AMENITIES AND/OR STORM WATER MANAGEMENT PURPOSES. THE HOME OWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR ALL MAINTENANCE OF SAID BMP'S.
14. THERE IS CLUMAX FOREST LOCATED ON THIS TRACT AS IDENTIFIED BY THE TREE PRESERVATION PLAN FOR OLD HAWTHORNE NORTH.
15. THE INTENT FOR THIS DEVELOPMENT IS TO BE DEVELOPED IN MULTIPLE PHASES.
16. ALL STORM SEWER AND WATER QUALITY DESIGN SHALL MEET THE CITY OF COLUMBIA STORM WATER MANUAL AND DESIGN REGULATIONS.
17. EXISTING STRUCTURES ARE TO BE REMOVED FROM THE SITE.
18. LOTS C10 AND 101-106 SHALL HAVE NO DRIVEWAY ACCESS TO RICHLAND ROAD.
19. THE CONNECTIVITY INDEX FOR THIS PLAT IS 1.6.
20. THERE SHALL BE NO DIRECT ACCESS FROM ANY LOT ONTO RICHLAND ROAD.



APPROVED BY THE CITY OF COLUMBIA PLANNING AND ZONING COMMISSION
THIS _____ DAY OF _____ 2021.



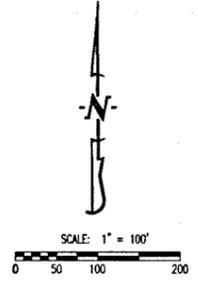
PREPARED BY:
CROCKETT
ENGINEERING CONSULTANTS
1800 W. Irving Blvd., Ste. 1
Columbia, Missouri 65203
6370-647-0292

www.crocketteng.com
Crockett Engineering Consultants, LLC
Missouri Certificate of Authority
9500015101

08/12/2021 REV 3
05/26/2021 REV 2
04/28/2021 REV 1
03/01/2021 ORIGINAL

Nora Dietzel, Recorder of Deeds

- LEGEND:**
- 805 --- EXISTING MINOR CONTOUR
 - 820 --- EXISTING MAJOR CONTOUR
 - — — CURB
 - — — EXISTING SANITARY SEWER
 - — — PROPOSED SANITARY SEWER
 - MANHOLE/CLEANOUT
 - — — PROPOSED WATERLINE
 - — — PROPOSED LIGHT POLE
 - — — PROPOSED FIRE HYDRANT
 - — — EXISTING STORM SEWER
 - — — PROPOSED STORM SEWER
 - — — BUILDING LINE
 - — — EASEMENT
 - ⊗ LOT NUMBER
 - ▭ PROPOSED PAVEMENT
 - — — PROPOSED DETENTION
 - — — EXISTING TREELINE
 - — — WATERWAY



PRELIMINARY PLAT
FOR
Old Hawthorne North

A TRACT LOCATED IN SECTION 14, TOWNSHIP 48 NORTH, RANGE 12 WEST,
COLUMBIA, BOONE COUNTY, MISSOURI
CITY PROJECT #105-2021

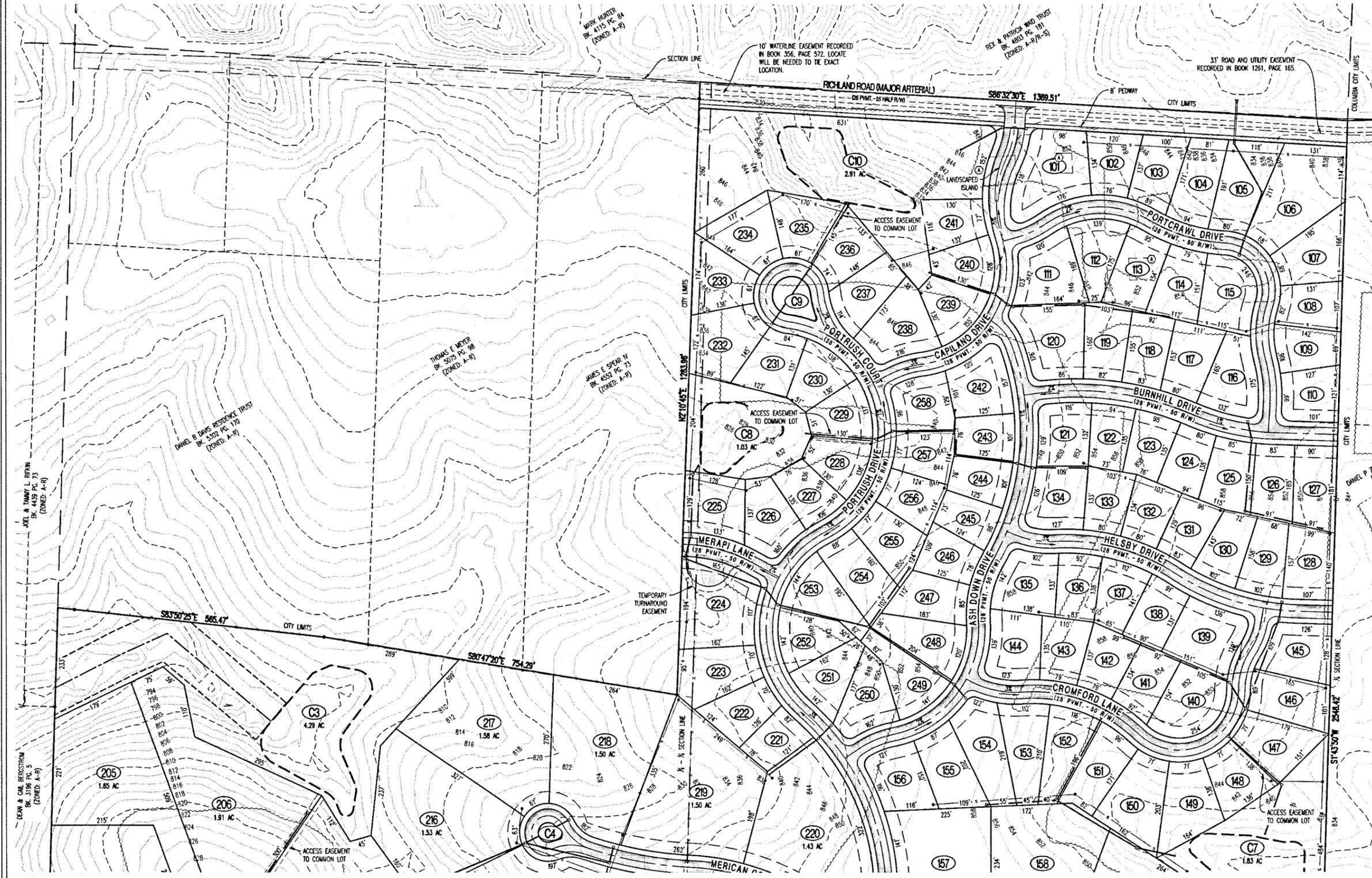
OWNER:
VISTAS AT OLD HAWTHORNE HOMES ASSOCIATION
5818 SCREAMING EAGLE LN.
COLUMBIA, MO 65201

OWNER:
OLD HAWTHORNE DEVELOPMENT LLC
6221 E. BROADWAY
COLUMBIA, MO 65201

OWNER:
BOONE DEVELOPMENT INC.
6221 E. BROADWAY
COLUMBIA, MO 65201

DEVELOPER:
OLD HAWTHORNE DEVELOPMENT LLC.
6221 E. BROADWAY
COLUMBIA, MO 65201

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APPROVED BY THE CITY OF COLUMBIA PLANNING AND ZONING COMMISSION

THIS _____ DAY OF _____, 2021.

SARA LOE, CHAIRPERSON



04/28/2021

PREPARED BY:
CROCKETT
ENGINEERING CONSULTANTS
1000 W. Wang Blvd., Ste. 1
Columbia, Missouri 65202
(314) 441-0299
www.crockettengineering.com
Crockett Engineering Consultants, LLC
Missouri Certificate of Authority
#000018101

08/12/2021 REV 3
05/26/2021 REV 2
04/28/2021 REV 1
03/01/2021 ORIGINAL