

**AGREEMENT BETWEEN THE
CITY OF COLUMBIA
AND THE
MISSOURI DEPARTMENT OF CONSERVATION**

THIS AGREEMENT is to implement the MISSOURI DEPARTMENT OF CONSERVATION COMMUNITY ASSISTANCE PROGRAM, and is made and entered into on the date of the last signatory noted below by and between the CITY OF COLUMBIA, Missouri, a municipal corporation of the State of Missouri (City) and the MISSOURI DEPARTMENT OF CONSERVATION (Department).

WHEREAS, City owns tracts of land in Boone County with nine (9) bodies of water totaling one hundred (100) acres known as Nifong Lake (2 acres), Antimi Lake (2 acres), Cosmo-Bethel Lake (6 acres), Twin Lakes (18 acres), Lake of the Woods (3 acres), Stephens Lake (12 acres), Norma Sutherland Smith Park Lake (2 acres), Vineyards Park Lake (11 acres), and A. Perry Philips Park Lake (44 acres) which are primarily used by the City for public fishing and recreation, and are referred to here as the "Area" and are described in attached Exhibit A; and

WHEREAS, the City and Department entered into a Community Assistance Program Agreement on March 22, 2006 for the Area which is hereby superseded and replaced; and

WHEREAS, Department and City realize the importance and need for close-to-home fishing and associated outdoor activities; and

WHEREAS, Department and City wish to take advantage of the qualities of this Area and maximize the recreational values associated with its proper management and use.

NOW, THEREFORE, in consideration of the mutual covenants of the parties contained herein, the parties hereto do mutually agree as follows:

- 1. CITY RESPONSIBILITIES.** City agrees to:
 - A. Allow free public access and full use of the Area for fishing and related recreational activities by the general public consistent with the Wildlife Code of Missouri and during hours established by mutual agreement of City and Department.
 - B. Provide Area maintenance as specified in attached Exhibit B.
 - C. Monitor the condition of the Area's facilities and take actions necessary to ensure that they are clean, safe and usable, including but not limited to closing facilities to public access until any dangerous conditions that may have arisen have been corrected.

- D. Provide adequate law enforcement and protective services, as much as City jurisdiction permits, for the safety and well-being of the Area's users and facilities.
- E. Give proper recognition to Department and the Federal Aid in Sport Fish Restoration Program (if federal aid is used to fund the project) in all brochures, advertisements or other publications concerning the Area.
- F. Prohibit fish stocking other than that recommended in writing by a Department fisheries management biologist.
- G. Reimburse Department for fifty percent (50%) of the annual cost of stocking trout for a winter trout fishery at Cosmo-Bethel Lake. City will notify Department in writing by May 1 if it will not be able to pay its fifty percent (50%) share for the upcoming winter. In the event of such notification, the winter trout fishery for the upcoming season will be canceled.
- H. Manage its property within the watershed of Nifong Lake, Antimi Lake, Cosmo-Bethel Lake, Twin Lakes, Lake of the Woods, Stephens Lake, A. Perry Philips Lake, Norma Sutherland-Smith Park Lake, and Vineyards Park Lake to maintain the lakes' good water quality, and take no actions that will lead to the deterioration of the lakes' water quality, habitat or aquatic community.
- I. Comply with all federal and state laws, and local ordinances including (but not limited to) the Americans with Disabilities Act, applicable to the maintenance of the facilities constructed under the March 22, 2006 Agreement. The City must meet and follow the terms and conditions found on Exhibit C since funding through the Federal Aid in Sport Fish Restoration was used.
- J. Maintain in good order and repair all facilities constructed pursuant to the March 22, 2006 Agreement until March 22, 2031. The facilities include the entrance road, parking lot, boat ramp, courtesy boat dock, floating fishing dock, restroom, sidewalks, and security and courtesy lighting constructed at A. Perry Philips Park Lake.
- K. Defend, indemnify and hold harmless Department, the Conservation Commission, the State of Missouri and their employees and agents from any claim or suit brought by any third party in connection with the Area managed or the facilities to be constructed under this Agreement to the extent allowed by law and without waiving sovereign immunity.

2. DEPARTMENT RESPONSIBILITIES. Department agrees to:

- A. Prepare and provide a general management plan for the fishery resources of the lakes.

- B. Provide periodic fish community surveys and analysis, and manage the fisheries through proper regulations, fish stocking, manipulation of the fish population and other fisheries management actions as determined by Department.
- C. Enact and enforce appropriate fishing rules and regulations, and assist City in enforcing the laws of the State of Missouri and the Wildlife Code of Missouri.
- D. Provide and maintain informational and entrance signs recognizing City and Department for their roles in this cooperative project.
- E. Establish and manage a winter trout fishery at Cosmo-Bethel Lake, contract for the trout to be stocked, and pay fifty percent (50%) of the annual cost of stocking trout.

3. JOINT RESPONSIBILITIES AND ACKNOWLEDGEMENTS. Both parties agree that:

- A. This Agreement is for the purpose of capitalizing on the value of the Area for public fishing and related outdoor activities.
- B. Department may fund its obligations under this Agreement with any combination of state and federal monies.
- C. The required fishing permit as defined by the Wildlife Code of Missouri and the effective regulations pertaining to the taking of fish and use of the Area will be jointly publicized whenever possible.
- D. This Agreement shall become effective upon execution by both parties. It shall expire twenty-five (25) years from the effective date; provided, however, that it shall renew automatically for successive terms of one (1) year each if neither party has advised the other in writing of its intention to terminate the same at least one hundred and twenty days prior to any applicable termination date.
- E. In the event of breach or default of this Agreement by the City or should this Agreement be terminated by the City for other than breach or default by the Department before March 22, 2031, the City shall reimburse the Department for that portion of the costs of improvements at the Area provided by the Department pursuant to the March 22, 2006 Agreement, minus the total amount actually expended by the City to maintain said Area as previously set out. In the event of breach or default of this Agreement by the Department prior to its expiration date, use without restriction of all improvements installed at the Area with Department funds pursuant to the March 22, 2006 Agreement shall revert to the City at no cost.
- F. This Agreement may be amended as desired by the mutual written agreement of the parties hereto.

4. **NO WAIVER OF IMMUNITIES.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
5. All obligations of City under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.
6. **CONTRACT DOCUMENTS.** This Agreement includes the following exhibits, which are incorporated herein by reference:
- | Exhibit | Description |
|---------|---------------------------------|
| A | Property Deeds |
| B | Area Maintenance Standards |
| C | Notice Of Federal Participation |

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement controls.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year last written below.

**MISSOURI DEPARTMENT OF
CONSERVATION**

Bruce M. Drecktrah

FISHERIES SECTION CHIEF

Date: 8/10/2020

CITY OF COLUMBIA

John Glascock, City Manager

Date: _____

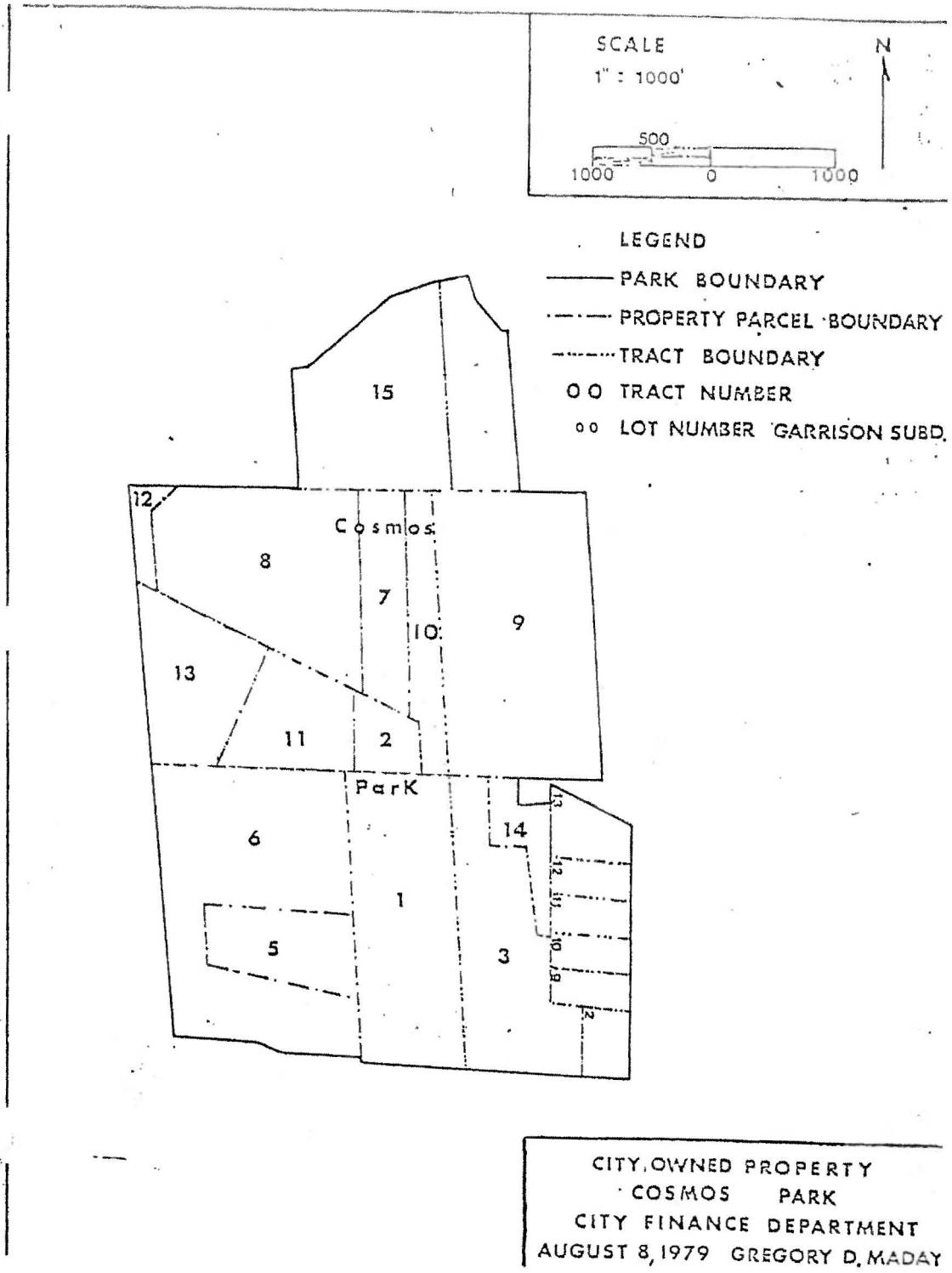
Attest:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor/rw

EXHIBIT A



COLUMBIA COSMOPOLITAN RECREATION AREA

(Cosmos Park)

533.18

Approx 700 Acres

12 Parcels, 15 Tracts Map Page

Parcel One

Tracts 1, 2, & 3

Acquired March 15, 1937

Description:

Tract 1 54.805 Acres in SE $\frac{1}{4}$ 3-48-13. Start at intersection of Sec. line 2 and 3, and North Right of Way of Highway 40, said point being 56' North of Sec. corner common to 2, 3, 10 and 11; thence North on Sec. line 2596.3' to $\frac{1}{4}$ sec. corner on East side of Section 3; thence North 85 Degrees 14 Min West 925.2'; thence South 2565.5' to iron rod set on North Right of way of Highway 40; thence South 83 Degrees 24 Min. East 932' to start.

Tract 2 7.635 Acres in NE $\frac{1}{4}$ 3-48-13. Start at stone North 85 Degrees 14 Min. West 331.7' from $\frac{1}{4}$ Sec Corner on East side Sec. 3; thence North 2 Degrees 0 Min. East 482' to center of Sexton Road; thence with center line Sexton road North 60 Degrees 51 Min. West 605'; thence South 3 degrees 17 Min. West 729'; thence South 85 Degrees 14 Min. East 556.5' to start.

Tract 3 40.997 Acres in SW $\frac{1}{4}$ 2-48-13. Start at the intersection of section line between sec. 2 and 3, t48n r13w and the North right of Way of highway 40, said point being 56 feet North of the corner common to sections 2, 3, 10, 11, thence North on the section line 2596.3' to the quarter section corner on the west side of said Section 2 thence South 84 Degrees 11 min. East 360.5'; thence South 4 Degrees 12 Min. West 630 feet; thence South 86 Degrees 06 Min. East 314.5'; thence South 0 Degrees 12 Min. East 822.5'; thence South 86 Degrees 15 Min. East 170.5'; thence South 3 Degrees 00 Min. West 544.5'; thence South 82 Degrees 55 Min. East 275'; thence South 3 Degrees 05 Min. West 616.8' to a concrete right of way marker on the North right of way line of Highway 40; thence North 83 Degrees 24 Min. West 1020' to the start.

Parcel Two

Tract 5

Acquired March 13, 1937

Description:

Tract 5 19.97 Acres in SE $\frac{1}{4}$ 3-48-12. Start at point 461.5' North of Iron post on North line of right of way on highway 40, said point being North 83 Degrees 24 Min. West 932.77' from sec. line between Sec. 2 and 3; thence North 71 Degrees 8 Min. West 1393' to iron post; thence North 542' to iron post; thence South 80 Degrees

47 Min. East 1335' to iron post; thence South 777.5' to point of beginning in survey #7190
Recorded Book 210, page 393. Survey no. 7190
Price 4000.⁰⁰

Parcel Three

Tract 6

74.5 Acres

Price \$ 26,895.⁰⁰ Acquired November 5, 1945

Description:

Tract 6 74.5 Acres in SE $\frac{1}{4}$ 3-48-13. Start on East and West Subd. line of Sec 3 at point 925.2' westerly from East $\frac{1}{4}$ Corner; thence with said line West 1680' to North and South Subd. line South 2450' to North right of way line of highway 40; thence with North right of way highway 40 East 1710' to west line of Columbia Municipal Airport (Old); thence with line 446.5'; thence North 71 Degrees 8 Min. West 1393'; thence North 542'; Thence South 80 degrees 47 Min. east 1335'; thence North 1296.5' to start

Recorded Book 239 page 269

Parcel Four

Tract 7

17.33 Acres

Price \$ 6,936.⁵⁰ Acquired March 20, 1944

Description:

Tract 7 17.33 Acres in East $\frac{1}{2}$ of NE $\frac{1}{4}$ 3-48-13. Start at NE Corner Survey #4503; thence North 85 Degrees West 416.4'; thence South 1.75 Degrees West to center gravel road; thence with center of said road South 59.5 Degrees East 476'; thence North 1.75 Degrees East 1944' to start.
Recorded book 232, page 417.

Parcel Five

Tract 8

58 acres

Price \$ 6,000.⁰⁰ Acquired March 20, 1944

Description:

Tract 8 58 Acres all that part of NE $\frac{1}{4}$ that lies North of center of Sexton Road and West of County Survey #5689 in 3-48-14 except 4 Acres in N.W. corner of NE $\frac{1}{4}$.
Recorded Book 232, page 416.

Parcel Six

Tracts 9 & 10

91 Acres

Price \$ 5,600.⁰⁰ Acquired March 18, 1944

Description:

Tract 9 76 Acres on W. side of NW $\frac{1}{4}$ 2-48-13.
Tract 10 15 Acres off E. side of E. $\frac{1}{2}$ of NE $\frac{1}{4}$ 3-48-13 (All of said E. $\frac{1}{2}$ except 60 Acres.
Recorded book 232 page 415.

Parcel Seven

Tract 11

20.7 Acres

Price \$ 10,350.⁰⁰ Acquired May 16, 1952

Description:

Tract 11 20.7 Acres in NE $\frac{1}{4}$ 3-48-13. Start at iron pin which is North 85 Degrees 14 Min. West 788.2' from $\frac{1}{4}$ corner on East side Sec. 3 thence North 3 degrees 17 Min. East 700' to South line of Sexton road; thence North 60 Degrees 15 Min. West along Sexton Road 848'; thence south 25 degrees 29 Min. West 1129' to point on South line of NE $\frac{1}{4}$ of Sec. 3; thence South 85 Degreea 14 Min. East 1197.9' to start.
Recorded Book 266, page 272.

Parcel Eight

Tract 12

4 Acres

Price Acquired January 7, 1956

Description:

Tract 12 4 Acres in NE $\frac{1}{4}$ 3-48-13. Start at NW Corner NE $\frac{1}{4}$ Sec. 3; thence with North line thereof South 86 Degrees 21 Min. East 384.5' to an iron; thence South 54 Degrees 28 Min. West 236' to an iron; thence parallel to West line of said NW $\frac{1}{4}$ south 738.5' to center Sexton Road; thence with centerline North 60 Degrees 15 Min. West 221' to West line of NE $\frac{1}{4}$; Thence with said West line North 790.7' to start.
Recorded Book 282 page 188.

Parcel Nine

Tract 13

30.25 Acres

Price \$ 15,125.⁰⁰ Acquired Febuary 21, 1956

Description:

Tract 13 30.25 Acres in NE $\frac{1}{4}$ 3-48-13. Start at point North 85 Degrees 14 Min. West 1986.1' from SE Corner of NE $\frac{1}{4}$ of Sec 3; thence North 25 Degrees 29 Min. East 1129' to South line of Supplemantary State Hwy Route E to East line of Road on West side of Ne $\frac{1}{4}$ Sec. 3 to South line of NE $\frac{1}{4}$ Sec. 3; Thence South 85 Degrees 14 Min. Ea t along South line of NE $\frac{1}{4}$ Sec. 3 to start.
Recorded Book 282 page 459.

Parcel Ten

Tract 14

9+ Acres

Price \$ 10,506.⁰⁰ Acquired May 15, 1957

Description:

Tract 14 9 acres. in SW $\frac{1}{4}$ 2-48-13. Start at the north right of way line of highway 40 and the line between Sec. 2 and 3 according to survey # 7191 Boone county Survey records. Thence North on the

on the section line 2596.3' to the $\frac{1}{4}$ Sec. corner on the West side of Sec. 2 thence south 84 Degrees 11 Min. East 360.5' to the point and corner of beginning, thence South 4 Degrees 12 Min. West 630'; thence South 86 Degrees 06 Min. East 314.5'; thence South 0 Degrees 12 Min. East 822.5'; thence South 86 Degrees 15 Min. East 170.5' to the West line of Levi M. Garrison's Subdivision; thence North along the West line of said Garrison's Subdivision to Sexton Road; thence along North and West line of Sexton Road in a northwesterly direction to the North line of the SW $\frac{1}{4}$ of said Sec. 2; thence West to the point of beginning. Except that part which lie in Sexton Road AND except that part deeded to the State of Missouri for right of way purposes. Book 218 page 230. except the following tract of land being the same tract of land shown in S Survey recorded in Bk. 279. page 533. Starting at the $\frac{1}{4}$ sec. corner on the West side of said Sec. 2; thence with the East and West subdivision line South 84 Degrees 11 Min. East 360.5' to an iron; thence South 4 Degrees 12 Min. West 261'; thence North 88 Degrees 42 Min. East 229.7 feet to an iron, the point of beginning; thence North 8 Degrees 36 Min. East 224.2' to an iron on the southline of Sexton road; thence with the South line of said road South 65 Degrees 40 Min. East 297' to an iron fence post on the west side of Garrison's Subd.; thence with the west line of said subdivision South 3 Degrees 00 Min. West 92.3' to an iron; thence South 88 degrees 42 Min. West 299.3' to the point of beginning and containing 1.05 Acres. Recorded Book 290 Page 2.

Parcel 11

Tract 15

70 Acres

Price \$ 40,000.⁰⁰ Acquired November 21, 1960

Description:

Tract 15 70 Acres in SE $\frac{1}{4}$ of 34-49-13. 50 Acres All of E $\frac{1}{2}$ of SE $\frac{1}{4}$ of 34-49-13 lying South of center of main channel of Bear Creek and; 20 Acres West part of 60 Acres tract lying south of Bear Craak in SW Corner of 35-49-13. Recorded Bk. 306 page 123.

Parcel twelve

Garrisons Subd. Lots 35 Acres

Price \$ 16,497.50 Acquired March 12, 1943

Description:

Lots 2, 9, 10, 11, 12, 13 of Levi M. Garrison's Subdivision. Recorded book 227 page 525.

Boone County, Missouri

Filed for record on Nov 23 1987 at 9:45 A.M. in Boone County, Mo. 664
 Document No. 1862 recorded in Book of Deeds of Boone County, Missouri, at 11684
 OKD. 11684

QUIT-CLAIM DEED

THIS INSTRUMENT, Made on the 5th day of May A.D. One Thousand
 Nine Hundred and Eighty - Seven by and between
 George W. Dexheimer and Ann W. Dexheimer, husband and wife

of the county of Boone, in the State of Missouri, party or parties of the First Part, and
 City of Columbia
 701 East Broadway
 Columbia, Missouri 65201
 (Grantor's mailing address is)
 of the County of Boone and State of Missouri, party or parties of the Second Part

WITNESSETH, That the said party or parties of the First part in consideration of the sum of ten dollars and other valuable considerations paid by the said party or parties of the Second Part, the receipt of which is hereby acknowledged, does or do by these presents, Remise, Release and forever Quit Claim, unto the said party or parties of the Second Part, the following described real estate, lying, being and situate in the County of Boone and State of Missouri, to-wit:

BEHIEL BARK GORE

A tract of land located in the southwest quarter of the northwest quarter of Section 36, Township 48 North, Range 13 West, in the City of Columbia, Boone County, Missouri, said tract also being located in the south part of Tract Two (2) of a survey recorded in Book 356 at Page 211 of the Boone County Records, and being further described as follows:

Starting at the west quarter corner of said Section 36; thence N.0°03'50"W. along the section line, 1287.80 feet to the POINT OF BEGINNING; thence continuing N.0°03'50"W., 33.02 feet to the northwest corner of said quarter quarter; thence with the north line thereof, S.86°43'30"E., 1319.26 feet to the northeast corner of said southwest quarter of the northwest quarter; thence N.88°09'40"W., 1317.75 feet to the POINT OF BEGINNING and containing 0.50 acres and being subject to easements and restrictions of record.

Basis of bearing for the above description is the West line of Oakwood Hills, Plat No. 7 shown as N.0°11'E. on the plat thereof.

"This Deed of Quit Claim being made in partial full release of and satisfaction for certain Deed of Grant dated the day of _____, 19____, recorded in the Recorder's office within and for the County of Boone,

appears in Book _____ at page _____
 TO HAVE AND TO HOLD the same with all the rights and immunities, privileges and appurtenances thereto belonging, unto the said party or parties of the Second Part, and their heirs and assigns, FOREVER; so that neither the said party or parties of the First Part, nor their heirs, nor any other person or persons for them or in their name—or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, The said party or parties of the First Part has or have hereunto set their hand or hands the day and year first above written.

Signed, Sealed and Delivered in presence of us,

George W. Dexheimer
 George W. Dexheimer
Ann W. Dexheimer
 Ann W. Dexheimer

"Erases this clause in case this Deed is not made in release of some other instrument

STATE OF MISSOURI } ss. On this 5th day of May, 1987
 County of Boone }
 before me personally appeared George W. Dexheimer and Ann W. Dexheimer, husband and wife

acknowledged to me that they are the persons or persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My term expires August 16, 1989

Susan M. Fuller
 SUSAN M. FULLER
 Notary Public

STATE OF MISSOURI } ss. IN THE RECORDER'S OFFICE
 County of Boone }
 do hereby certify that the within instrument of writing was at 9 o'clock 05 minutes
 on the 23 day of November A.D. 1987, duly filed for record in this office,
 and has been recorded in Book 656 Page 664

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Columbia, Missouri, on the day and year first above written

Leslie Neese, Deputy
 LESLIE NEESE EXHIBIT "A"
 BETTIE JOHNSON
 Recorder

Nora Dietzel, Recorder of Deeds

This Deed, made and entered into this 20th day of March, A. D. One Thousand Nine Hundred and Forty-four, by and between Grover C. Thompson and Juanita W. Thompson, his wife,
of Boone County, State of Missouri, part 1st of the first part, and
City of Columbia, Missouri, a municipal corporation,
of Boone County, State of Missouri, part 2nd of the second part,

WITNESSETH, That the said part 1st of the first part, for and in consideration of (\$9,000.00)
Eight Thousand and 00/100 Dollars, to them paid by the said party of the second
part, the receipt of which is hereby acknowledged, do by these premises Grant, Bargain and Sell, Convey and Confirm,
unto the said party of the second part, the following described tract or parcel of land, situated in the County
of Boone, in the State of Missouri, to-wit:

Seventeen and one-third (17 1/3) acres, more or less, a part of the East half of the Northeast
Quarter of Section Three (3), in Township Forty-eight (48) of Range Thirteen (13) in Boone
County, Missouri, described as follows: Beginning at the Northeast corner of Survey No.
4033, thence North 85° West 416.4 feet; thence South 1 3/4° West to the center of the gravel
road, thence with the center of said Road, South 89 1/2° East 476 feet, thence North 1 3/4° East
1044 feet to the beginning.

(\$9.00 Revenue Stamps affixed and cancelled)

TO HAVE AND TO HOLD THE SAME, Together with all the rights, immunities, privileges and appurtenances to the same
belonging unto the said party of the second part, and to their successors, heirs and assigns, forever; the said
parties of the first part hereby covenanting that
they and their heirs, executors, and administrators, shall and will warrant and defend the title to the
premises unto the said party of the second part, and to their successors, heirs and assigns, forever, against the lawful
claims of all persons whomsoever, except taxes for the year 1944 and all years thereafter.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set their hand and seal on
the day and year first above written.

WITNESS:

Grover C. Thompson (SEAL)
Juanita W. Thompson (SEAL)
(SEAL)
(SEAL)

STATE OF MISSOURI,) ss.
County of Boone,) On this 20th day of March, 1944; before me personally appeared
Grover C. Thompson
and Juanita W. Thompson his wife, to me known to be the person so described in and who executed the
foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Edith H. McQuitty
Notary Public

My term of office as a Notary Public will expire June 30, 1946. (SEAL)

STATE OF MISSOURI,) ss.
County of Boone,) THIS DEED From Grover C. Thompson and Juanita W. Thompson
to City of Columbia, Missouri was produced before me, Recorder of
Deeds for Boone County, on the 21st day of March, in the year of our Lord one thousand nine hundred
and Forty-four, and with the certificate thereon endorsed, is duly recorded in Book 232, page 417

GIVEN under my hand as Recorder aforesaid, with the seal of said office hereto affixed, as office in Columbia, on the day and
year aforesaid.

Filed at 11:20 o'clock A.M. (SEAL).

Hed Gibbs Recorder.

This Deed, Made and entered into this 18th day of March A. D. One Thousand Nine Hundred and Forty-four, by and between Hartley H. Panks and Rosa A. Panks, his wife,
of Boone County, State of Missouri, part 1st of the first part, and
City of Columbia, Missouri, a municipal corporation
of Boone County, State of Missouri, part 2 of the second part.

WITNESSETH, That the said part 1 of the first part, for and in consideration of (\$6,000.00) six thousand and 00/100 Dollars, to them paid by the said part 2 of the second part, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said part 2 of the second part, the following described tract or parcel of land, situated in the County of Boone, in the State of Missouri, to-wit:

Seventy-six (76) acres, more or less, all of the west side of the Northwest Fractional Quarter of Section 2, Township 48, Range 13, being the North half of Survey No. 3260 as shown by the Records of Boone County, Missouri; ALSO 15 acres, more or less, off of the east side of the east half of the Northeast Fractional Quarter of Section 3, Township 48, Range 13, being all of the said East half except 60 acres, conveyed to John P. Wilhite by Deed recorded in Book 93 at page 191 of the Deed Records of Boone County, Missouri.

(\$6.00 Revenue Stamps affixed and cancelled)

TO HAVE AND TO HOLD THE SAME, Together with all the rights, immunities, privileges and appurtenances to the same belonging unto the said part 2 of the second part, and to its successors heirs and assigns, forever; the said part 1 of the first part hereby covenanting that they and their heirs, executors, and administrators, shall and will warrant and defend the title to the premises unto the said part 2 of the second part, and to its successors heirs and assigns, forever, against the lawful claims of all persons whomsoever, except taxes for the year 1944 and all years hereafter.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal on the day and year first above written.

WITNESS:

Hartley H. Panks (SEAL)
Rosa A. Panks (SEAL)
(SEAL)
(SEAL)

STATE OF MISSOURI, ss.
County of Boone, On this 18th day of March, 1944, before me personally appeared Hartley H. Panks
and Rosa A. Panks his wife, to me known to be the person 2 described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Elizabeth K. Sullivan
Notary Public (SEAL)

My term of office as a Notary Public will expire January 13, 1946.

STATE OF MISSOURI, ss.
County of Boone, THIS DEED From Hartley H. Panks and Rosa A. Panks to City of Columbia,
Missouri was produced before me, Recorder of
Deeds for Boone County, on the 21st day of March, in the year of our Lord one thousand nine hundred and Forty - four, and with the certificate thereon endorsed, is duly recorded in Book 232, page 415

GIVEN under my hand as Recorder aforesaid, with the seal of said office hereto affixed, at office in Columbia, on the day and year aforesaid.

Filed at 11:15 o'clock A. M. (SEAL).

Ed Gibbs Recorder.

Boone County, Missouri

Unofficial Document

Filed for record on June 11 1977 at 1 o'clock P.M. in Boone Co. Mo.

Document No. 7615 recorded in Book 443 page 759. Betty Saunders, Recorder of Deeds.

GENERAL WARRANTY DEED (By a Corporation)

THIS INSTRUMENT, Made on the 6th day of June A.D. One Thousand Nine Hundred and seventy seven

by and between

BOONE COUNTY GOLF ASSOCIATION, INC.,

a corporation of the State of Missouri, party of the First Part, and CITY OF COLUMBIA, MISSOURI, a municipal corporation,

of the County of BOONE in the State of MISSOURI, party or parties of the Second Part

WITNESSETH That the said party of the First Part, in consideration of the sum of ten dollars and other valuable considerations to it paid by the said party or parties of the Second Part, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said party or parties of the Second Part, their heirs and assigns, the following described Real Estate, situated in the County of Boone and State of Missouri, to-wit:

A part of the South Half (3-1/2) of Section Two (2), Township Forty-eight (48), Range Twelve (12) lying North of the St. Charles Road and described as follows:

Beginning at a point on the South line of said Section 2 a distance of 1,562 feet, more or less, east of the Southwest corner of said Section 2, which point is also the Southeast corner of a survey recorded in Book 374, Page 831 of the Boone County Records; thence North along the East line of said survey to an iron on the East and West Subdivision line of said Section; thence East along said Subdivision line 3,117.6 feet to a point, which is also the Northeast corner of a tract deeded to Boone County Golf Association, Inc., by Deed recorded in Book 244, Page 217, of the Boone County Records; thence South along the East line of said tract to its intersection with the Northwest R/W line of St. Charles Road; thence Southwesterly along the said R/W line to the South line of said Section 2 and thence West along line to the point of beginning, together with all building, fixtures and appurtenances thereto, as shown by survey recorded in Book 442, Page 296 of the Boone County Missouri records.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the Rights, Privileges, Appurtenances and Immunities thereto belonging, or in anywise appertaining, unto the said party or parties of the Second Part, and unto their heirs and assigns, FOREVER, the said party of the First Part, hereby covenanting that it is lawfully seized of an indefeasible Estate in Fee in the premises herein conveyed; that it has good right to convey the same; and that the said premises are free and clear of any encumbrances done or suffered by it to those under whom it stands, and that it will Warrant and Defend the title to the said premises unto the said party or parties of the Second Part, and unto their heirs and assigns, Forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said Party of the First Part has caused these presents to be signed by its President, attested by its Secretary, and its Corporate seal to be hereunto affixed, the day and year first above written.

BOONE COUNTY GOLF ASSOCIATION, INC.

By Hugh Keith President
Attest: Arthur D. Bohlander Secretary

STATE OF MISSOURI

County of Boone

On this 6th day of JUNE, 1977

before me appeared HUGH KEITH, to me personally known, who, being by me duly sworn, did say that he is the President of the Corporation of the State of Missouri, and that the seal placed in the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and published in behalf of said Corporation by authority of its Board of Directors and the said President acknowledged said instrument to be the act and deed of said Corporation.

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

My term expires December 26, 1980
ROBERT L. ROBER Notary Public

STATE OF MISSOURI

County of Boone

IN THE RECORDER'S OFFICE

I, Recorder of said county, do hereby certify that the within instrument of writing was, at 1 o'clock P.M., on the 6th day of JUNE, A.D. 1977, duly filed & recorded in this office, and has been recorded in Book 443, Page 759.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Columbia, Missouri, on the day and year aforesaid.

SEAL

Recorder

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

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CERTIFICATE OF SECRETARY TO RESOLUTION

I, ARTHUR G. BOCKHORST, do hereby certify that I am the Secretary of BOONE COUNTY GOLF ASSOCIATION, INC., a corporation organized under the laws of the State of Missouri, and do further certify that the following is a full, true, and correct copy of a resolution of the shareholders of said corporation, duly and regularly passed and adopted at a special meeting of the shareholders of said corporation which was duly and regularly called and held in all respects as required by law, on the 24th day of May, 1977, at 7:30 o'clock p.m., at the Forest Hill Country Club clubhouse, 6700 St. Charles Road, Columbia, Missouri, at which meeting the owners of two hundred thirty-one (231) of the three hundred (300) outstanding shares were present in person or by proxy, and the vote was two hundred twenty-eight (228) votes in favor of the resolution, two (2) votes in opposition of the resolution, and one (1) abstention. The full text of the resolution is as follows, to-wit:

RESOLVED, that BOONE COUNTY GOLF ASSOCIATION, INC., sell and convey all of the real estate and personal property of this corporation to the City of Columbia, Missouri, for a sales price of Three Hundred Thousand and No/100 Dollars (\$300,000.00), and according to the terms and conditions of a Real Estate Contract, dated May 6, 1977, between the BOONE COUNTY GOLF ASSOCIATION, INC., and the City of Columbia, and that the officers and directors of this corporation are hereby authorized to execute all documents and conveyances necessary to carry out this resolution.

I further certify that the said resolution has been duly recorded in the minutes of this corporation and that said resolution is still in full force and effect and has not been amended or revoked.

IN WITNESS WHEREOF, I have hereunto set my hand as such Secretary of said corporation and affixed the corporate seal of said corporation this 25th day of May, 1977.

BOONE COUNTY GOLF ASSOCIATION, INC.

BY: Arthur G. Bockhorst
ARTHUR G. BOCKHORST, Secretary



Nora Dietzel, Recorder of Deeds

Boone County, Missouri

Unofficial Document

AFFIDAVIT OF EVELYN J. SHEPARD

RE: Title to

A part of the South $\frac{1}{4}$ of Section 2, Township 48, Range 12 lying North of the St. Charles Road and described as follows:

Beginning at a point on the south line of said Section 2 distant 1562 feet, more or less, east of the Southwest corner of said Section 2, which point is also the southeast corner of a Survey recorded in Book 374 page 831 of the Boone County Records; thence North along the East line of said Survey to an iron on the East and West Subdivision line of said Section; thence East along said Subdivision line 3117.6 feet to a point, which is also the northeast corner of a tract deeded to Boone County Golf Association, Inc., by deed recorded in Book 244 page 217 of the Boone County Records; thence South along the East line of said tract to its intersection with the northwest R/W line of St. Charles Road; thence Southwesterly along the said R/W line to the South line of said Section 2 and thence West along said line to the point of beginning.

STATE OF MISSOURI }
COUNTY OF BOONE }

ss.

Evelyn J. Shepard, first being duly sworn on her oath, states that she is the grantee in the deed dated October 14, 1953, and recorded in Book 280, page 398 of the Deed Records of Boone County, Missouri and that the road referred to in the description of the tract conveyed by said deed is in fact the road which has become known as St. Charles Road in Boone County, Missouri.

Affiant further states that she has no interest in the property described in the title of this affidavit and that she has never and to her best knowledge and belief her husband has never claimed an interest in any of the property which lies to the north of St. Charles Road and which lies within the property described in the title to this affidavit.

Further Affiant saith not.

Evelyn J. Shepard
Evelyn J. Shepard

On this 22nd day of June, 1977, before me personally appeared Evelyn J. Shepard to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

My term expires March 3, 1981



Robert A. Martin
Notary Public

State of Missouri)
County of Boone)
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 30th day of June, 1977 at 1 o'clock and 41 minutes P.M. and is truly recorded in Book 443 Page 759.



Witness my hand and official seal on the day and year aforesaid.
BETTY SAUNDERS Recorder
By John S. Fitzgerald Deputy

Nora Dietzel, Recorder of Deeds

Boone County, Missouri
GENERAL WARRANT

THIS INDENTURE Made on the day of A. D. One Thousand Nine Hundred and Sixty nine by and between NATIONAL BENEVOLENT ASSOCIATION OF THE CHRISTIAN CHURCHES, a corporation,

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a corporation of the State of Missouri, party of the First Part, and CITY OF COLUMBIA, MISSOURI, a municipal corporation (Grantee's Mailing Address in: Municipal Building, Columbia, Missouri 65201

of the County of Boone in the State of Missouri party or parties of the Second Part:

WITNESSETH, That the said party of the First Part, in consideration of the sum of ten dollars and other valuable considerations to it paid by the said party or parties of the Second Part, the receipt of which is hereby acknowledged, does by these presents, Grant, Hargain and Sell, Convey and Confirm unto the said party or parties of the Second Part, their heirs and assigns, the following described Real Estate, situated in the County of Boone and State of Missouri, to-wit:

A tract of land in the South 1/2 of Section 29 and in the Northwest 1/4 of Section 32, Township 48 North, Range 12 West as shown by Survey recorded in Book 383, Page 392 of the Boone County Records and further described as: Beginning at the N1/4 corner of Section 32-48-12; thence South along the 1/2 section line, 682.8 feet; thence S 88°-21' W 1,095.2 feet to a line being 25 feet east of and parallel to the centerline of an existing roadway; thence following said line along a 17°-37.77' curve to the left, 263.9 feet to the PRC of a 10°-00.87' curve to the right; thence along said 10°-00.87' curve to the right, 385.9 feet to the P.T. of said curve; thence N 0°-51' W 639.1 feet to the south R/W of State Route "AC"; thence following said R/W, along a 5°-47.27' curve to the left, 857.3 feet; thence N 36°-57' E 428.5 feet; thence N 60°-20' E 104.5 feet to the southerly R/W of Business Loop 63; thence S 58°-06' E, along the long chord of a 3°-48.8' curve to the left, 212.6 feet to the southerly or westerly R/W of Old U.S. 63 (Route 7) thence following said R/W, along a 3°-2.00' curve to the right, 154.0 feet to the P.T. of said curve at Sta. 144+14.8 BK = 144+13.0 Ah; thence S 40°-02' E 555.1 feet to the westerly R/W of U.S. 63; thence, following said R/W along a 1°-55.25' curve to the left, 466.9 feet to the PCC at Sta 229+68.93; thence along a 1°-06.87' curve to the left, 308.5 feet to the north line of Section 32-48-12; thence S 89°-23' W along said section line, 826.5 feet to the beginning and containing 57.58 acres. Subject to easements and restrictions of record.

This transfer is made subject to the following condition subsequent, to-wit: It is covenanted and agreed by and between the parties hereto, their successors or assigns, and is made a part of the consideration of this transfer, that above described property shall be known as The Nifong Memorial Park and shall not be used for purposes other than public park purposes for thirty-five years from date hereof, any violation hereof, if not terminated and corrected within sixty days from the date written notice of said violation is served on the Grantee herein by the Grantor shall cause the title hereto to revert to Grantor immediately.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the Rights, Privileges, Appurtenances and Immunities thereto belonging, or in anywise appertaining, unto the said party or parties of the Second Part, and unto their heirs and assigns, FOREVER, the said party of the First Part, hereby covenanting that it is lawfully seized of an indefeasible Estate in Fee in the premises herein conveyed; that it has good right to convey the same; and that the said premises are free and clear of any encumbrances done or suffered by it to those under whom it claims, and that it will Warrant and Defend the title to the said premises unto the said party or parties of the Second Part, and unto their heirs and assigns, Forever, against the lawful claims and demands of all persons whomsoever, except taxes falling due during the year 1969 and thereafter.

IN WITNESS WHEREOF, The said Party of the First Part has caused these presents to be signed by its President, attested by its Secretary, and its corporate seal to be hereto affixed, the day and year first above written.

NATIONAL BENEVOLENT ASSOCIATION OF THE CHRISTIAN CHURCHES
By Oswald Peterson President
Attest: George J. Myers Secretary

STATE OF MISSOURI
County of Boone

On this 20th day of January, 1969

before me appeared, to me personally known, who, being by me duly sworn, did say that he is the President of the Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors and the said President acknowledged said instrument to be the true act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, the day and year first above written.
My term expires October 4, 1970

A. M. Williams
Notary Public

STATE OF MISSOURI
County of Boone

IN THE RECORDER'S OFFICE

I, Recorder of said county, do hereby certify that the within instrument of writing was, at 1 o'clock 46 minutes P. M., on the 20th day of January A.D. 1969, duly filed for record in this office, and has been recorded in Book 387, Page 31

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Columbia, Missouri, on the day and year aforesaid.

BETTY SAUNDERS, Recorder

Nora Dietzel, Recorder of Deeds

WARRANTY DEED
(Deed of Gift)

ord. # 16294

This Warranty Deed made and entered into this 21st day of February, 2000, by and between Jeffrey E. Smith Investment Co., L.C., a Missouri limited liability company (hereinafter referred to as "GRANTOR"), and The City of Columbia, a Missouri municipal corporation (hereinafter referred to as "GRANTEE"). GRANTEE'S mailing address is 701 East Broadway, Columbia, Missouri 65201.

WITNESSETH: The GRANTOR, in appreciation for the many kindnesses afforded to it and its members by the citizens of Columbia, Missouri, does by these presents Give, Grant, Bargain, Sell, Convey, and Confirm unto the GRANTEE the following described real estate located in the County of Boone and State of Missouri, to-wit:

Beginning at the southeast corner of Section 20-49-12; thence S87° -56' -15"W along the south line of said Section, 1343.6 feet to the west line of said survey recorded in Book 352, Page 340, being N1° -27' -15"W 4.65 feet from the southwest corner thereof; thence leaving said Section line, N1° -27' -15"W, along the west line of said survey, 1657.15 feet to the northwest corner thereof; thence N88° -24'E, along the north line of said survey, 1163.65 feet; thence, leaving said north line, S15° -10'W 717.0 feet; thence S70° -50'E 852.4 feet to the west right-of-way line of Brown Station Road (formerly State Route "B"); thence S26° -15'W, along said right-of-way line, 197.4 feet to the P.C. Station of a 0° -44.776' degree of curve; thence, continuing along said right-of-way line, 536.69 feet, along said curve to the left (with said curve having a chord of S24° -15'W 536.6 feet) to the south line of Section 21-49-12; thence, leaving said right-of-way line, S88° -25'W, along the south line of said Section, 88.4 feet to the southwest corner of said Section, being the same corner as the point of beginning and containing 50.29 acres.

Subject to covenants, conditions, easements and restrictions of record, and subject to the reversionary interest in favor of the GRANTOR hereafter set forth.

[Reservation of Reversionary Interest: The GRANTOR hereby reserves the following reversionary interest in the above-described real estate: In the event: (1) the above-described real estate ceases to be owned by

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Nora Dietzel, Recorder of Deeds

Boone County, Missouri Unofficial Document

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the GRANTEE; or (2) the GRANTEE ceases to use the above-described real estate for "Public Purposes" (as said term is hereafter defined), at any time within the "Reversionary Period" (as said term is hereafter defined), then title to the above-described real estate shall re-vest in title and ownership in the GRANTOR (or the GRANTOR'S successors). Any temporary periods during which the above-described real estate is used for other than a "Public Purpose" (e.g., such as for the construction of improvements or the conversion of said real estate from one Public Purpose to another Public Purpose) shall not be considered "ceasing to use said real estate for Public Purposes" and thus shall not cause title to re-vest in the GRANTOR by virtue of this reversionary interest. However, if the use of said real estate for Public Purposes permanently ceases at any time during the Reversionary Period, then title to the above-described real estate shall once again vest in the GRANTOR (or the GRANTOR'S successors). As used above, the term "Public Purpose" shall mean any use of said real estate for a purpose which benefits the residents of the City of Columbia and which is consistent with the governmental and public usage of real estate by municipalities in the state of Missouri. This requirement that said real estate be used for a Public Purpose may be discharged by permitting other persons or organizations to assume temporary control over said real estate so long as title remains vested in the City of Columbia. The reversionary right reserved in this deed shall expire and shall cease to be effective after the termination of the Reversionary Period. As used above, the term "Reversionary Period" shall mean the period which commences on the date of the execution and delivery of this deed and which ends twenty (20) years and three hundred sixty day (360) days subsequent to the death of the last to die of Jeffrey E. Smith, Nancy Jill Smith or Jeffrey Walker Smith.]

To Have and To Hold the above described real property, together with all rights, immunities, privileges and appurtenances to the same belonging unto the said GRANTEE and to its successors in title forever; the said GRANTOR hereby covenanting that the GRANTOR and the successors and assigns of the said GRANTOR shall and will warrant and defend the title to the above-described property unto the said GRANTEE, and to the successors in title of the GRANTEE, forever, against the lawful claims of all persons whomsoever, EXCEPT for real estate taxes for calendar year 2000, and thereafter, and

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Nora Dietzel, Recorder of Deeds

Boone County, Missouri

Unofficial Document

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EXCEPT if the above reversionary right reserved by the GRANTOR results in the re-vesting of title to the above-described real estate in the GRANTOR.

IN WITNESS WHEREOF, the said GRANTOR has executed this Warranty Deed the day and year first above written.

Jeffrey E. Smith Investment Co., L.C.
("GRANTOR")

By: Its Members:

Jeffrey E. Smith Revocable Inter Vivos
Trust

By: _____

Jeffrey E. Smith, Trustee

Smith Family Trust

By: _____

Jeffrey E. Smith, Co-Trustee

Smith Family Trust

By: _____

Nancy J. Smith, Co-Trustee

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Nora Dietzel, Recorder of Deeds

Boone County, Missouri
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STATE OF MISSOURI)
) SS:
COUNTY OF BOONE)

On this 21st day of February, 2000, before me personally appeared Jeffrey E. Smith, who, upon his oath and upon being duly sworn, did state, affirm, and acknowledge that he is the Trustee of the Jeffrey E. Smith Revocable Inter Vivos Trust, and Co-Trustee of the Smith Family Trust, which are the members of the GRANTOR that he executed this Warranty Deed on behalf of said Trusts and the GRANTOR, as the free act and deed of same, and pursuant to the authority vested in him to execute this Warranty Deed, and the foregoing Warranty Deed is binding in all respects upon the GRANTOR.

~~Jeffrey E. Smith Investment Co., L.C.~~

In witness whereof, I have hereunder set my hand and affixed my seal at my office in Columbia, Missouri, the day and year first above written.

Tamra L. Oidtman
Notary Public Tamra L. Oidtman

Commissioned in Boone County, Missouri.

My commission expires: Aug 30, 2001

TAMRA L. OIDTMAN
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires August 30, 2001

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Nora Dietzel, Recorder of Deeds

Boone County, Missouri
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STATE OF MISSOURI

) SS:

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COUNTY OF BOONE

)

On this 21st day of February, 2000, before me personally appeared Nancy Jill Smith, who, upon her oath and upon being duly sworn, did state, affirm, and acknowledge that she is Co-Trustee of the Smith Family Trust, a member of GRANTOR,* that she executed this Warranty Deed on behalf of the Trust and the GRANTOR, as the free act and deed of the GRANTOR, and pursuant to the authority vested in her to execute this Warranty Deed, and that the foregoing Warranty Deed is binding in all respects upon the GRANTOR.

* Jeffrey B. Smith, Investment Co., L.C.

In witness whereof, I have hereunder set my hand and affixed my seal at my office in Columbia, Missouri, the day and year first above written.

Tamra L. Oidtman
Notary Public

Tamra L. Oidtman

Commissioned in Boone County, Missouri.

My commission expires: Aug. 30, 2001

TAMRA L. OIDTMAN
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires August 30, 2001

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STATE OF MISSOURI
COUNTY OF BOONE) SS.

Document No. 4181



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 8th day of March, 2000 at 8 o'clock and 59:29 minutes AM and is truly recorded in Book 1603 Page 632.

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

BETTIE JOHNSON, RECORDER OF DEEDS

by Lisa Wyatt deputy

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

Unofficial Document

Recorded in Boone County, Missouri
Date and Time 01/03/2006 at 11:25:03 AM
Instrument # 2006000059 Book 2871 Page 66
Grantor BRISTOL LAKE INVESTMENT COMPANY LLC
Grantee COLUMBIA CITY OF MISSOURI THE

Instrument Type WD
Recording Fee \$33.00 S
No of Pages 4

Bettie Johnson
Bettie Johnson, Recorder of Deeds



LIMITED LIABILITY COMPANY GENERAL WARRANTY DEED

Ord. # 18246

Grantor: Bristol Lake Investment Company, LLC, a limited liability company of the State of Missouri [mailing address: Attn: Elvin Sapp, Managing Member, 2606 North Stadium Blvd., Columbia, MO 65202]

Grantee: The City of Columbia, Missouri, a municipal corporation of the State of Missouri [address: Attn: City Manager, City of Columbia, Missouri, PO Box 6015, Columbia, MO 65205-6015]

Legal

Description: The following described real estate situated in Boone County, Missouri:

A tract of land containing 62.95 acres, located in the east half of Section 32, Township 48 North, Range 12 West, Boone County, Missouri, which is shown and described as Tract 2 by survey recorded in Book 02591 at Page 0091 of the Real Estate Records of Boone County, Missouri

Date: December 30, 2005

BDS Sapp LLC GWD 002

12-30-05

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

BOONE COUNTY MO JAN 3 2006

LIMITED LIABILITY COMPANY GENERAL WARRANTY DEED

Unofficial Document

THIS DEED, made and entered into this 30th day of December, 2005, by and between **Bristol Lake Investment Company**, a limited liability company of the State of Missouri ("Grantor" or "Party of the First Part") and the **City of Columbia, Missouri**, a municipal corporation of the State of Missouri ("Grantee").

Grantee's mailing address is: City of Columbia, Attn: City Manager, P.O. Box 6015, Columbia, MO 65205-6014.

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar and other valuable considerations paid by Grantee, the receipt of which is hereby acknowledged, and by virtue and in pursuance of a resolution of the members of Grantor, a limited liability company, and pursuant to the provisions of the Operating Agreement of such Limited Liability Company, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee the following described Real Estate, situated in the County of Boone, State of Missouri, to-wit:

A tract of land containing 62.95 acres, located in the east half of Section 32, Township 48 North, Range 12 West, Boone County, Missouri, which is shown and described as Tract 2 by survey recorded in Book 02591 at Page 0091 of the Real Estate Records of Boone County, Missouri

Subject, however, to: (a) easements and right-of-way as shown by such survey; and (b) a condition which is hereby agreed to by Grantee that Grantee will accept an assignment of the Missouri Department of Natural Resources Operating Permit or Permits for the Lake described below and the dam therefor, and all responsibilities and duties under such Permit(s); and (c) the following easements which are reserved by Grantor in favor of Grantor, and in favor of each of Bristol 124, LLC and Bristol 6789, LLC, limited liability companies of the State of Missouri, and the successors in ownership of Grantor and each of such other LLCs in and to those various Tracts of land now owned by Grantor and each of such other LLCs (Grantor and such other LLCs, and their successors in ownership, being hereinafter referred to as "Benefitted Parties"), which such Tracts are located within a 528 acre tract of land, formerly known as "the Philips Farm", located on the Southwest side of US Highway 63, which such 528 acre tract of land was annexed to the boundaries of the City of Columbia, Missouri by Ordinance Nos 018019 and 0180143 (collectively "the Ordinance"); the easements, reserved hereby ("the Reserved Easements") being reserved by Grantor on behalf of itself and each of such Benefitted Parties, for the benefit of (and running with) the said tracts of land now owned by each of Grantor, and Bristol 124, LLC and Bristol 6789, LLC (such tracts being referred to as "the Benefitted Tracts"), in order that, as provided for by the Ordinance, each of the Benefitted Parties may, for the benefit of the Benefitted Tracts, install certain Stormwater Facilities on, and have easements over the land hereinabove first described in this deed, which is conveyed by Grantor to Grantee hereby, ("the Conveyed Property") in order that the Stormwater Management Provisions of, and other provisions of the Ordinance may be implemented and fulfilled; such Reserved Easements being as follows:

BDS/Supp. LLC GWD 002

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Nora Dietzel, Recorder of Deeds

Boone County, Missouri

BOONE COUNTY MO JAN 3 2006

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A. Grantor retains, on behalf of the Benefitted Parties, and each of the Benefitted Parties, and the Benefitted Tracts and each of the Benefitted Tracts, and all parts and portions thereof, and all present and future owners thereof, the perpetual right and easement to enter upon the Conveyed Property and all parts of the Conveyed Property, and to place, construct, build and locate and keep, maintain, repair and replace, and use thereon stormwater flow and water quality protection facilities, as described in the Ordinance, including drainage ways, swales, ditches, pipes, flowages, detention basins, stormwater flows, wetlands, wet and dry basins and water quality protection systems and components and so called "Best Management Practices" or "BMPs", all of which such facilities ("collectively Stormwater Facilities") shall be installed at the cost of the Benefitted Party, and shall be installed at reasonable locations which are reasonable acceptable to Grantee and the installing Benefitted Party, and are constructed and installed by the Benefitted Party in a good and workmanlike manner, using materials and workmanship which are of good quality and which are installed in such manner as to reasonably fulfill the Stormwater and Water Quality Protection Provisions of the Ordinance; and

B. Grantor also reserves on behalf of Grantor and each of the Benefitted Parties, and each of the Benefitted Tracts, and all parts and portions thereof, and the present and future owners thereof, a perpetual irrevocable easement, running with the land of each of the Benefitted Tracts, for the flow and passage of stormwater and groundwater through the Stormwater Facilities described in paragraph A. above, in order that stormwater may flow to the large lake ("the Lake") located on the Conveyed Property, and in order that the Lake may be used as a Regional Stormwater Detention Facility for the Benefitted Tracts and other land, as described in the Ordinance.

Each of the Easement hereinabove described shall burden the Conveyed Property, but any Facilities which are to be installed pursuant to such Easements shall be installed by the Benefitted Party in a good and workmanlike manner, at its cost, using materials and workmanship which are of good quality, and in a manner which is reasonably acceptable to Grantee, and pursuant to reasonable plans therefore which are approved by Grantee, and at locations which are reasonably acceptable to Grantee.

TO HAVE AND TO HOLD THE SAME, with all and singular the rights, privileges, appurtenances and amenities thereto belonging, or in any wise appertaining, unto Grantee and Grantee's successors and assigns, FOREVER, and the Grantor hereby covenants that it is lawfully seized of an indefeasible estate in fee simple in the premises herein conveyed; that it has good right to convey the same; that the premises are free and clear of any encumbrances whatsoever done or suffered by it or those under whom it claims; that it will make and execute such other and further assurances and do such other acts and things as may be necessary for perfecting the title and confirming the premises hereby granted; and that it will warrant and defend the title to said premises unto the Grantee and its successors and assigns, against the lawful claims of all persons whomsoever; excepting, however, the general taxes for the year 2005, special assessments becoming a lien after the date of this deed, and the other exceptions mentioned above.

IN WITNESS WHEREOF, the Grantor, a limited liability company of the State of Missouri, has caused these presents to be executed in its name and on its behalf by Elvin Sapp, who, by his signature hereto, does hereby certify that Bristol Lake Investment Company, LLC, is a limited liability company of the State of Missouri; that, in accordance with the terms of the Operating

BDS/Sapp, LLC GWD 002

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12/30/05

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

BOONE COUNTY MO JAN 3 2006

Agreement of such limited liability company, that he is the Managing Member of the said limited liability company, and that, in such capacity, he is duly authorized to execute this Deed in the name of and on behalf of such limited liability company, and that this Deed represents the binding act and deed of the said limited liability company.

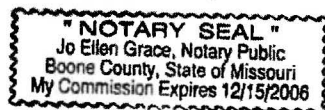
Bristol Lake Investment Company, LLC, a Missouri Limited Liability Company

By: Elvin Sapp
Elvin Sapp, Managing Member of the limited liability company and being duly authorized to execute this Deed in the name of and on behalf of the said limited liability company

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this 30th day of December, 2005 before me personally appeared Elvin Sapp to me personally known, who, being by me first duly sworn, did state that he is the Managing Member of Bristol Lake Investment Company, LLC, a limited liability company of the State of Missouri, and that as such Managing Member he is duly authorized by the Operating Agreement of the said limited liability company to execute, in the name of and on behalf of the said limited liability company, the foregoing document; and that, acting in his capacity as Managing Member of the said limited liability company he had executed the foregoing document in the name of and on behalf of the said limited liability company by authority granted to him by the Operating Agreement of the said limited liability company; and that the foregoing document constitutes the binding and free act and deed of the said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Jo Ellen Grace
Jo Ellen Grace, Notary Public
Boone County, State of Missouri
My commission expires: 12-15-2006

BDS Sapp, LLC GWD 002

4

12/30/05

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

Unofficial Document

Recorded In Boone County, Missouri

Date and Time 10/13/2004 at 11:14:18 AM

Instrument G 2004030554 Book 02605 Page 0066

Grantor B & E INVESTMENT INC

Grantee COLUMBIA CITY OF MISSOURI THE

Instrument Type WD

Recording Fee \$27.00

No of Pages 2

Battle Johnson, Recorder of Deeds



CORPORATION GENERAL WARRANTY DEED

THIS DEED is made and entered into this 13th day of December, 2004, by and between B & E INVESTMENT, INC., a Missouri corporation ("Grantor") and THE CITY OF COLUMBIA, MISSOURI, a municipal corporation of the State of Missouri ("Grantee").

Grantee's mailing address is: City of Columbia, Missouri, Attn: City Manager, P.O. Box 6015, Columbia, MO 65205-6015.

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar and other valuable considerations paid by Grantee, the receipt of which is hereby acknowledged, and by virtue and in pursuance of a resolution of the Board of Directors of Grantor, a corporation, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee the following described Real Estate, situated in the County of Boone, State of Missouri, to wit:

A 77.79 acres, more or less, tract of land, which is shown and described as "Tract 1" by survey recorded in Book 02591 at Page 0091 of the Real Estate Records of Boone County, Missouri;

Subject to easements and restrictions of record.

TO HAVE AND TO HOLD THE SAME, with all and singular the rights, privileges, appurtenances and amenities thereto belonging, or in any wise appertaining, unto the Grantee and its successors and assigns, FOREVER, and the Grantor hereby covenants that it is lawfully seized of an indefeasible estate in fee simple in the premises herein conveyed; that it has good right to convey the same; that the premises are free and clear of any encumbrances whatsoever done or suffered by it or those under whom it claims; that it will make and execute such other and further assurances and do such other acts and things as may be necessary for perfecting the title and confirming the premises hereby granted; and that it will warrant and defend the title to said premises unto the Grantee and its successors and assigns, against the lawful claims of all persons whomsoever; excepting, however, the general taxes for the year 2004, special assessments becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed by its President, attested by its Secretary, and its corporate seal hereto affixed, the day and year first above written.

Sapp/GWD - B&E to City 001

10/12/04

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

Unofficial Document

By: Elvin E. Sapp
Elvin E. Sapp, its President

ATTEST:


Mary G. Sapp, its secretary

[illegible]

On this 13th day of December, 2004, before me appeared Elvin E. Sapp, to me personally known, who, being by me duly sworn did say that he is the president of B & E Investment, Inc., a Missouri corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Elvin E. Sapp acknowledged said instrument to be the free act and deed of said corporation.

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

above first written.


~~Randy A. Beck~~
Brian R. Brown, Notary Public
Boone County, State of Missouri
My commission expires: 3-1-2016



Sapp\GWD - B&E to City 001

-2-

10/12/04

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

Unofficial Document



Recorded in Boone County, Missouri
Date and Time: 02/17/2009 at 11:42:59 AM
Instrument #: 2009003671 Book: 3431 Page: 182
Grantor STEPHENS COLLEGE
Grantee COLUMBIA CITY OF MISSOURI

Instrument Type WD
Recording Fee \$27.00 S
No of Pages 2

Bettie Johnson, Recorder of Deeds



GENERAL WARRANTY DEED

This General Warranty Deed entered into on this 22nd day of August, 2007, by and between Stephens College, a Missouri pro forma decree corporation, hereinafter "Grantor," Grantor's mailing address is 1200 E. Broadway, Columbia, MO 65201, and the City of Columbia, Missouri, a municipal corporation, hereinafter "Grantee," Grantee's mailing address is P.O. Box 6016, Columbia, MO 65205-6015.

WHEREAS, Grantor and Grantee entered into a lease purchase agreement dated January 1, 2001, for the real property known as Stephens Lake; and

WHEREAS, Grantee has fully complied with all terms of the lease purchase agreement and has fully paid the purchase price set out therein; and

WHEREAS, the lease purchase agreement provides for the conveyance of the real property by Grantor to Grantee upon fulfillment of the conditions of the lease purchase agreement.

NOW, THEREFORE, in consideration of the payment of money in agreements set out in the lease purchase paid by the Grantee, the receipt whereof is hereby acknowledged, Grantor does by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said Grantee the following described real estate situated in Boone County, Missouri, to wit:

A TRACT OF LAND IN THE SOUTH HALF (S ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION SEVEN (7), THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION EIGHT (8), THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION SEVENTEEN (17) AND THE NORTH HALF (N ½) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION EIGHTEEN (18), ALL IN TOWNSHIP FORTY-EIGHT (48) NORTH, RANGE TWELVE (12) WEST, OF THE FIFTH (5TH) PRINCIPAL MERIDIAN, IN THE CITY OF COLUMBIA, BOONE COUNTY, MISSOURI, AS SHOWN AND DESCRIBED BY THE SURVEY THEREOF ENTITLED "BOUNDARY SURVEY OF STEPHEN'S LAKE TRACT FOR THE CITY OF COLUMBIA, MISSOURI" AND RECORDED JANUARY 30, 2001 AS DOCUMENT NO 1723 IN BOOK 1684, PAGE 50, RECORDS OF BOONE COUNTY, MISSOURI.

TO HAVE AND TO HOLD the same, with all and singular the rights, privileges, appurtenances and amenities thereto belonging, or in any wise appertaining, unto the said Grantee and its heirs and assigns, FOREVER, and the said Grantor hereby covenants that it is lawfully

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

530

Unofficial Document

Recorded in Boone County, Missouri

Date and Time: 02/04/2003 at 01:50:43 PM

Instrument #: 2003004438 Book: 02121 Page: 0530

First Grantor WYNFIELD DEVELOPMENT CORP

First Grantee COLUMBIA CITY OF MISSOURI THE

Instrument Type WD

Recording Fee: \$28.00

Bettie Johnson
Bettie Johnson, Recorder of Deeds



CORPORATION GENERAL WARRANTY DEED

ord. # 17573

THIS INDENTURE, made this 11th day of December, 2002, by and between

WYNFIELD DEVELOPMENT CORPORATION, a Missouri corporation

a corporation of the State of Missouri, Party of the First Part, Grantor, and

THE CITY OF COLUMBIA, MISSOURI, a Municipal corporation

Party of the Second Part, of Boone County, State of Missouri, Grantee. Grantee's mailing address is: P.O. Box 66015, Columbia, MO 65205.

WITNESSETH, that the said Party of the First Part, for and in consideration of the sum of One Dollar and other valuable consideration paid by the said Party of the Second Part, the receipt of which is hereby acknowledged, and by virtue and in pursuance of a resolution of the Board of Directors of said Party of the First Part, a corporation, does by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said Party of the Second Part, its successors and assigns, the following described Real Estate, situated in the County of Boone and State of Missouri, to-wit:

Lot Eighty-one (81) of Wynfield Meadows Plat 2 as shown by the plat recorded in Plat Book 26, Page 57, Records of Boone County, Missouri, except that part conveyed to Richard C. Josselet and Marjorie S. Josselet, husband and wife, by Quit Claim Deed recorded November 15, 1993 in Book 1036, Page 715, Records of Boone County, Missouri.

Subject to easements and other matters now of record.

TO HAVE AND TO HOLD THE SAME, with all and singular the rights, privileges, appurtenances and amenities thereto belonging, or in any wise appertaining, unto the said Party of the Second Part and its successors and assigns, FOREVER, and the said Party of the First Part hereby covenants that it is lawfully seized of an indefeasible estate in fee simple in the premises herein

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

531

conveyed; that it has good right to convey the same; that the premises are free and clear of any encumbrances whatsoever done or suffered by it or those under whom it claims; that it will make and execute such other and further assurances and do such other acts and things as may be necessary for perfecting the title and confirming the premises hereby granted; and that it will warrant and defend the title to said premises unto the said Party of the Second Part and its successors and assigns, against the lawful claims of all persons whomsoever; excepting however, the general taxes for the year 2003, special assessments becoming a lien after the date of this deed.


IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be executed by its President, attested by its Secretary, and its corporate seal hereto affixed, the day and year first above written.

WYNFIELD DEVELOPMENT CORPORATION,
a Missouri corporation

BY: 

ALLAN F. PRICE, President

ATTEST

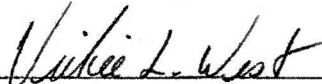

Secretary Robert W. Wilkes

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

On this 11th day of December, 2002, before me appeared ALLAN F. PRICE, to me personally, known, who, being by me duly sworn (or affirmed) did say that he is the President of WYNFIELD DEVELOPMENT CORPORATION, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said President acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in County and State aforesaid, the day and year first above written. My commission expires: Apr 25, 2004

Notary Public



VICKIE L. WEST
Notary Public-Notary Seal
State of Missouri
County of Boone
My Commission Expires April 25, 2004

-2-

Nora Dietzel, Recorder of Deeds

IN THE CIRCUIT COURT OF BOONE COUNTY, MISSOURI

THE CITY OF COLUMBIA, MISSOURI,
a municipal corporation Plaintiff

vs. Case Number 45659

M. STANLEY GINN and ROSEMARY
GINN, husband and wife Defendant

REPORT OF COMMISSIONERS

On this 2nd day of April, 1962, come

Jack E. Brown, A. Basse Vanlandingham, and
George C. Miller, who were heretofore duly appointed
commissioners in the above entitled cause, and report that they
forthwith accepted the appointment; that they met together; took
and filed in this cause their QUALIFYING OATH; that all three
viewed the property together; that they examined the description
while viewing the corresponding property; that they considered and
weighed the damages, if any, which the defendants will severally
sustain by reason of the appropriation set out in the petition, and
took into consideration the benefits to be derived by the owner as
well as the damages sustained thereby, as is required by law, all
to the extent of their effect on, and as reflected in the market
values of the entire property, of which the parcels described herein
are parts; and that they do herein and hereby forthwith return, under
oath, to the Circuit Clerk their report in duplicate, setting forth
and stating separately as to each property or group of properties held
under the same ownerships, (1) the amount of net damages, if any,
together with, and immediately following; (2) a specific description
of the property, for the taking or use of which the damages are
assessed to-wit:

1. A part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and
a part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of
Section 22, Township 48 North, Range 13 West, of the
Fifth Principal Meridian, Boone County, Missouri,
lying South of the centerline of Otter Creek
described as follows:

Beginning at the Southwest corner of Section 22;
thence South 85° East, 1,303.5 feet; thence North
0°-20' East, 952 feet on the East property line;
thence North 39°-30' West, 529 feet; thence crossing
Otter Creek on a survey traverse line North 80°-18'
West, 209.8 feet to a point 29 feet North of the center
of said Otter Creek; thence South 71°-44' West, 307.1
feet to a point 39 feet North of the creek centerline;
thence North 69°-46' West, 187.1 feet to a point
27 feet north of the centerline of the creek; thence
North 8°-17' East, 155.5 feet to a point 33 feet
Northeasterly of the centerline of the creek; thence
North 76° West, 149.6 feet to a point 36 feet North
of the centerline of the creek; thence South 79°-13'
West, 175.6 feet to a point on the West line of said
Section 22, and which is 49 feet North of the center-
line of Otter Creek; from the previously described
point thence South 1,400 feet to the Southwest corner
of said Section 22; and containing 37.9 acres; and,

2. A part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 21, Township 48 North, Range 13 West of the Fifth Principal Meridian, Boone County, Missouri, lying East of the centerline of Hinkson Creek described as follows:

Beginning at the Southeast corner of Section 21; thence North on the East line of said Section 21, 97.5 feet to a point 70 feet South of the centerline of Hinkson Creek; thence on a survey traverse line South $56^{\circ}-01'$ West, 117.2 feet to a point 60 feet South of the centerline of Hinkson Creek; thence South $65^{\circ}-25'$ West, 166.0 feet to a point 70 feet Easterly of the centerline of the creek; thence South $21^{\circ}-40'$ West, 285.0 feet to a point 75 feet East of the centerline of the creek; thence South $6^{\circ}-47'$ East, 334.7 feet to a point 60 feet East of the centerline of the creek; thence South $11^{\circ}-14'$ East, 225 feet to a point 60 feet East of the centerline of Hinkson Creek; thence South 85° East, on the South line of said Section 21, 266 feet to the point of beginning, and containing 7.8 acres.

Forty Thousand Six Hundred Twenty and no/100 DOLLARS (\$40,620.00), was awarded by the commission as net damages to the above tract of land.

WHEREFORE, having acted in all things in compliance with law and the terms of the ORDER APPOINTING COMMISSIONERS, your commissioners pray that this, their report of their proceedings thereunder, be accepted, and that they be discharged.

Jack E. Brown
A. B. B. Vanlandingham
George C. Miller
Commissioners

COMMISSIONERS

STATE OF MISSOURI) ss:
COUNTY OF BOONE)

On this 2nd day of April, 1962, before me personally appeared Jack E. Brown, A. B. B. Vanlandingham, and George C. Miller, to me known to be the commissioners heretofore appointed in the above entitled cause and to be the persons described in and who executed the foregoing duplicate original REPORT OF COMMISSIONERS, and being by me first duly sworn, acknowledged that they executed the same as their free act and deed; and further said that all the facts stated

therein are true, and that each assessment of net damages inserted therein is true, and that each assessment of net damages inserted therein is, to the best of their individual judgments and abilities, fair and just, both to those who will receive and to those who must pay said damages, if any.

Mary Boothe
Circuit Clerk

by _____
Deputy Clerk

FILED
BOONE COUNTY

APR 2 1962

MARY BOOTHE
CLERK, CIRCUIT COURT
COLUMBIA, MO.

STATE OF MISSOURI
County of Boone

I, Mary Boothe, Clerk of the Circuit Court within, and for the County and State aforesaid, hereby certify the foregoing to be ~~the original of the Report of the~~ one of the copies of the REPORT OF COMMISSIONERS filed, in duplicate, in the case of THE CITY OF COLUMBIA, MISSOURI, a municipal corporation, Plaintiff vs. M. STANLEY GINN and ROSEMARY GINN, husband and wife, Defendants, said Report returned under oath and filed ~~on the 2nd day of April, 1962~~ on the 2nd day of April, 1962, as fully as the same appears of record in my office.

WITNESS my hand & Clerk and hereto affixed the Seal of said Court Done at office in Columbia, Missouri this 2nd day of April, A.D. 1962.

Mary Boothe
Circuit Clerk
Deputy Clerk.

STATE OF MISSOURI
County of Boone

IN THE RECORDERS OFFICE

I, Recorder of said county, do hereby certify that the within instrument of writing was, at 9 o'clock 00 minutes A.M. on the 3rd day of April, A.D. 1962, duly filed for record in this office, and has been recorded in Book 316 Page 104.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Columbia, Missouri, on the day and year aforesaid.

(SEAL)

Patty Saunders

Recorder

Boone County, Missouri

Unofficial Document

Document No. 21712 recorded in Book 112 Page 287

Trustee's Deed Under Active Trust

287

This Deed, made and entered into this 30th day of September, 1994, by and between Loren David Baurichter, Trustee under the Loren David Baurichter Revocable Living Trust dated March 3, 1992, of Boone County, State of Missouri, First Party, and the City of Columbia, Missouri, Second Party, *now making address is P.O. Box N Columbia Mo 65203.*

Witnesseth:

Whereas, First Party is the duly appointed, qualified, and acting trustee under trust agreement entitled Loren David Baurichter Revocable Living Trust, dated March 3, 1992, which trust remains in full force and effect and has not been amended or revoked; and

Whereas, under said instrument First Party as such trustee is granted a general power of sale of the real estate hereinafter described.

Now, Therefore, First Party for and in consideration of One Hundred Dollars (\$100) and other valuable consideration to First Party paid by the said Second Party, receipt and sufficiency of which is hereby acknowledged, does by these presents Bargain and Sell, Convey and Confirm unto the said Second Party the following described tract or parcel of land situated in the County of Boone, State of Missouri, to-wit:

A part of the land described in a warranty deed recorded in Book 498 at page 192 of the Boone County Records; situate in the southwest quarter of the northeast quarter, in the west half of the southeast quarter, and in the southwest quarter, all in Section 28, Township 48 North, Range 13 West, Boone County, Missouri; and described in four (4) parts as follows:

All that part of the southwest quarter of the northeast quarter of said Section 28 lying South of the MKT Trail AND ALSO

All that part of the northwest quarter of the southeast quarter of said Section 28 lying South of the MKT Trail AND ALSO

All that part of the southwest quarter of the southeast quarter of said Section 28 lying North of Hinkson Creek AND ALSO

All that part of the southwest quarter of said Section 28 lying South of the MKT Trail, North of Hinkson Creek, and East of the public road known as Scott Boulevard.

To Have and to Hold the same, together with all the rights, immunities, privileges and appurtenances to the same belonging unto said Second Party, and to its successors and assigns, forever; the said Loren David Baurichter, as trustee hereby covenanting that his heirs, executors, administrators, and successors as trustee shall and will Warrant and Defend title to the premises unto the said Second Party, and to its successors and assigns, forever, against the lawful claims of all persons claiming by, through, or under him.

In Witness Whereof, the said First Party has hereunto set his hand the day and year first above written.

Loren David Baurichter
Loren David Baurichter
Trustee under the Loren David Baurichter
Revocable Living Trust dated March 3, 1992

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

Unofficial Document

STATE OF MISSOURI)
COUNTY OF BOONE) ss.

286

On this 30th day of September, 1994, before me personally appeared Loren David Baurichter, Trustee under the Loren David Baurichter Revocable Living Trust dated March 3, 1992, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed as Trustee.

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



Phyllis A. Hardin
Notary Public

PHYLLIS A. HARDIN
NOTARY PUBLIC STATE OF MISSOURI
BOONE COUNTY
MY COMMISSION EXP. JULY 4, 1997

My term expires: July 4, 1997
vjp/ump

STATE OF MISSOURI)
COUNTY OF BOONE) ss.

Document No. 21722

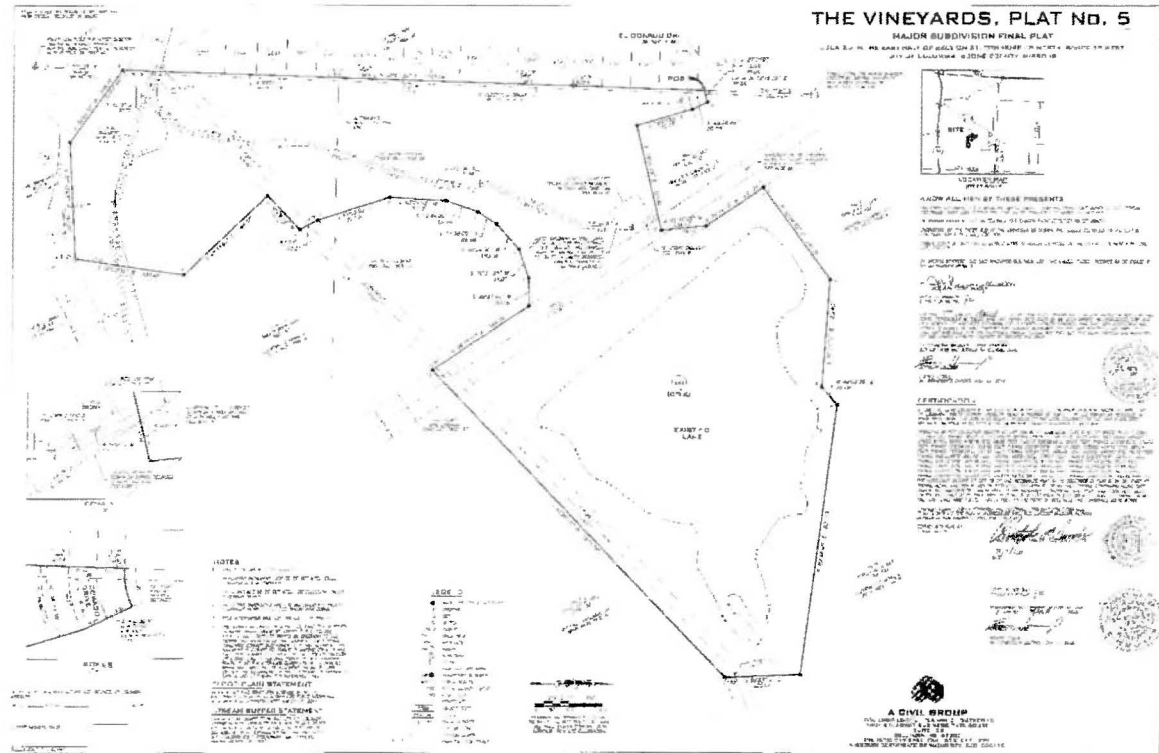


I, the undersigned Recorder of Deeds for said county and state do hereby certify that the foregoing instrument of writing was filed for record in my office on the 4th day of October 1994 at 9 o'clock and 48:53 AM and is truly recorded in Book 1112 Page 287.

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

KAREN JOHNSON, RECORDER OF DEEDS
Karen Johnson deputy
KAREN JOHNSON

Nora Dietzel, Recorder of Deeds



Boone County, Missouri

Unofficial Document



Recorded in Boone County, Missouri

Date and Time: 06/28/2016 at 03:30:36 PM

Instrument #: 2016013583 Book: 4613 Page: 151

Instrument Type: WD

Recording Fee: \$27.00 S

No. of Pages: 2

Nora Dietzel
Nora Dietzel, Recorder of Deeds



Boone-Central Title Company
File No. 1615395

Missouri General Warranty Deed

This Indenture, Made on 28th day of June, 2016, by and between

Vineyards Columbia, LLC, a Missouri limited liability company,
as GRANTOR, and
City of Columbia, Missouri, a municipal corporation,

as GRANTEE, whose mailing address is: P. O. Box 6015
Columbia, MO 65205

WITNESSETH: THAT THE GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby Grant, Bargain, Sell, Convey and Confirm unto GRANTEE, GRANTEE'S heirs and assigns, the following described lots, tracts and parcels of land situated in the County of **Boone** and State of **Missouri**, to wit:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 48 NORTH, RANGE 12 WEST, BEING A PORTION OF THE SURVEY RECORDED IN BOOK 2871, PAGE 132, AND ALSO BEING A PORTION OF THE LAND DESCRIBED BY THE QUIT CLAIM DEED RECORDED IN BOOK 4436, PAGE 6 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SURVEY; THENCE WITH THE WEST LINE OF SAID SURVEYS 2°01'20"W, 570.35 FEET; THENCE LEAVING SAID WEST LINE S 87°58'40"E, 281.50 FEET TO THE POINT OF BEGINNING; THENCE N 53°54'20"E, 343.17 FEET; THENCE S 86°01'15"E 325.48 FEET; THENCE N 49°09'35"E, 70.18 FEET; THENCE S 82°44'45"E, 820.19 FEET; THENCE S 2°16'45"E, 227.46 FEET; THENCE S 46°27'00"W, 1276.93 FEET; THENCE N 34°21'15"W, 348.78 FEET; THENCE S 88°57'45"W, 81.50 FEET; THENCE N 34°37'00"W, 447.66 FEET; THENCE N 76°34'25"E, 115.00 FEET; THENCE N 5°37'55"W, 130.56 FEET; THENCE N 34°21'15"W, 210.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 24.75 ACRES.

Cont. on pg. 2

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

BOONE COUNTY MO JUN 28 2016

Said tract of land being a part of Lot Five Hundred One (501) of the Vineyards Plat Number Five (5), a subdivision located in the City of Columbia, Boone County, Missouri, as shown by the plat thereof recorded in Plat Book 50, Page 19, Records of Boone County, Missouri.

Subject to easements, restrictions, reservations, and covenants of record, if any.

TO HAVE AND TO HOLD The premises aforesaid with all singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto GRANTEE and unto GRANTEE'S heirs and assigns forever; the GRANTOR hereby covenanting that GRANTOR is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that GRANTOR has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by GRANTOR or those under whom GRANTOR claims, except as stated above and except for all taxes assessments, general and special, not now due and payable, and that GRANTOR will warrant and defend the title to the said premises unto GRANTEE and unto GRANTEE'S heirs and assigns forever, against the lawful claims and demands of all persons whomsoever. If two or more persons constitute the GRANTOR or GRANTEE, the words GRANTOR and GRANTEE will be construed to read GRANTORS and GRANTEES whenever the sense of this Deed requires.

IN WITNESS WHEREOF, The GRANTOR has hereunto executed this instrument on the day and year above written.

Vineyards Columbia, LLC, a Missouri limited liability company By:

[Signature] Member
Lindall A. Perry, member

[Signature] Member
Jane Ann Perry, member

State of Missouri

}
} ss:
}

County of Boone

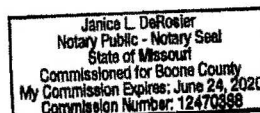
On this 27th day of June, 2016, before me, appeared Lindall A. Perry, member and Jane Ann Perry, member, to me personally known, who being by me duly sworn, did say that he/she/they is/are the members of Vineyards Columbia, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of the Company, and said Lindall A. Perry, member and Jane Ann Perry, member, acknowledged said instrument to be the free act and deed of said Company.

Witness my hand and Notary Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

p9.2

[Signature]
Notary Public

My Term Expires: 6.24.20



Nora Dietzel, Recorder of Deeds

EXHIBIT B

AREA MAINTENANCE STANDARDS

City agrees to provide routine maintenance of the Area and facilities sufficient to keep the public use facilities in a clean, safe and usable condition. In accomplishment of this, City agrees to:

- 1) Provide routine cleaning of the boat ramp at A. Perry Philips Park Lake.
- 2) Clean up trash and litter at least once each week from May 1st through September 15th, and as needed during the rest of the year.
- 3) Clean and deodorize privies at least once a week from May 1st through September 15th, and as needed during the rest of the year.
- 4) Pump privies when liquid levels reach 75% of pit capacity or before when conditions warrant, and to make repairs to Area privies as needed.
- 5) Mow grass within 10 feet of roads, parking lots, and other public use facilities often enough to ensure that it does not exceed a height of 6 inches; and mow a 20-foot semi-circle around the cantilever directional sign (if provided) often enough to ensure that vegetation does not obstruct the visibility of the sign from both directions.
- 6) Control grass on roads and parking areas and around traffic control barriers (if present).
- 7) Provide and install rock (rip rap), as needed, to maintain any protective rocked slopes or banks in the vicinity of the provided facilities.
- 8) Maintain asphalt roads and parking areas according to American Association of State Highway and Transportation Officials (AASHTO) standards. Routine preventative maintenance shall include the regular application of asphalt seal-coats to prevent or delay costly corrective measures. Any cracks larger than 0.5 inches shall be filled with a crack sealer, prior to the application of a seal-coat. A slurry seal coat, which is a mixture of quick setting asphalt emulsion, fine aggregate, mineral filler, additive, and water shall be applied to the surface once every five years. In places where cracks are more severe, but limited to specific areas of pumping subgrade (resulting in potholes, tire tread lanes, etc.), the old asphalt shall be removed, and any soft pumping subgrade shall be excavated and replaced with a sufficient depth of clean aggregate to stabilize the subgrade prior to asphalt replacement.
- 9) Provide the normal, routine maintenance of Area roads, parking lots, aeration system (Twin Lakes), boat ramp, floating fishing dock, privy, sidewalks and any other facilities needed to keep these items fully functional and to present a positive image of City and Department to the public.

EXHIBIT C

NOTICE OF FEDERAL PARTICIPATION

The City agrees to the following terms and conditions if Federal Aid in Sport Fish Restoration are used to construct, develop or maintain the capital assets located on its property.

- 1) As a subrecipient of Federal funds City must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for its own funds. In addition, City's financial management system, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by the project-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award (2 CFR 200.302 Financial Management).
- 2) Provide the Department with information as requested to allow the determination of risk related to both financials and performance. Allow the Department and auditors access to the records and financial statements of the project as necessary to make a risk assessment
- 3) Meet and follow the requirements for subrecipients (2 CFR 200.331) which include having a DUNS identifier and be registered in SAM.gov in order to receive federal awards. Certify that City is not suspended.
- 4) Must have effective control over, and accountability for, all funds, property, and other assets. City must adequately safeguard all assets constructed with the federal funds and assure that they are used solely for authorized purposes.
- 5) City must meet and address all requirements imposed by the Department, 50 CFR part 80 and 2 CFR part 200 so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.
- 6) Verify that City is audited as required by 2 CFR 200 Subpart F—Audit Requirements when it is expected that the City's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit Requirements.