

CONTRACT FOR CONVEYANCES

THIS CONTRACT FOR CONVEYANCES ("Contract") by and between Little Dixie/Deer Park Investment Company, LLC, a Missouri Limited Liability Company, whose address is 909 Westover St., Columbia, MO 65203 (hereinafter "Seller"), and the City of Columbia, Missouri, a municipal corporation, whose address is 701 East Broadway, Columbia, Missouri 65201 (hereinafter "Buyer") is entered into as of the date of signed by the last signatory noted below to sign (the "Effective Date"). Seller and Buyer are each individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Seller is the owner of certain real property in Boone County, Missouri legally described as:

Lot Five Hundred One (501) of Mid-Missouri Industrial Park Plat Five (5) in the City of Columbia, Boone County, Missouri, as shown by the Administrative Plat thereof recorded in Book 3385, Page 136, Records of Boone County, Missouri

the Boone County Assessor's Parcel Identification Number for which is 17-111-00-01-007.00-01 and which is also identified and depicted in Exhibit A, attached hereto and incorporated herein by reference, as "Property to be acquired in whole" (hereinafter, "**Property 501**").

WHEREAS, Seller is also the owner of certain other real property in Boone County Missouri adjacent to Property 501 and legally described as:

See Exhibit D, attached hereto and incorporated herein by reference.

the Boone County Assessor's Parcel Identification Number for which is 17-107-00-04-017.00-01 and which is identified and depicted in Exhibit A as "Property to be administratively replatted" ("**2510 Vandiver**").

WHEREAS, subject to the satisfaction of certain contingencies, Buyer desires to purchase from Seller and Seller desires to sell and convey to Buyer, permanent drainage easements, permanent access easements, permanent sanitary sewer easements and temporary construction easements encumbering Property 501 and 2510 Vandiver, respectively, by Seller's execution and delivery of the Indentures attached hereto as Exhibits B-1 through B-6 and incorporated herein by this reference (the "Easements"), which have been authorized in City of Columbia Ordinance #025612 and Ordinance # 025585, for the purpose of advancing Buyer's SS-117 Calvert Stormwater Project, and which Easements are depicted on Exhibit C attached hereto and incorporated herein by this reference.

WHEREAS, after Seller's conveyance of the Easements to Buyer and subject to the satisfaction of certain contingencies including the City of Columbia Community Development Director's approval of an administrative plat of 2510 Vandiver, the Parties desire that Seller convey to Buyer in fee all of Property 501 and that portion of 2510 Vandiver identified and depicted in Exhibit A as "Portion of replatted property to be acquired" (hereinafter "**Property Replat**") (Property 501 and Property Replat being referred to hereinafter collectively as "**Fee Property**").

NOW THEREFORE, in view of the foregoing Recitals, which the Parties agree are true and correct and material to this Contract, and in consideration of the respective covenants of the Parties hereinafter contained and other good and valuable consideration, the Parties agree as follows:

1. WARRANTIES AND REPRESENTATIONS/PERMITTED EXCEPTIONS/ "AS-IS" CONVEYANCES.

a. Seller warrants and represents that Seller has good and marketable fee simple title to Property 501 and to 2510 Vandiver. Seller warrants and represents that Seller has the right, power and authority to enter into this Contract and to convey the Easements, and subject to satisfaction of the Administrative Plat Contingency (hereinafter defined) to convey the Fee Properties to Buyer, in accordance with the terms and conditions hereof. Seller warrants, represents, covenants, and agrees that there are no suits, actions, or proceedings pending, threatened, or known to Seller affecting Property 501 or 2510 Vandiver, or Seller's title thereto, or Seller's ability to close the transaction contemplated by this Contract.

b. Seller's conveyance of the Easements to Buyer shall be subject to covenants, conditions, easements and restrictions of record as of the Effective Date ("Permitted Exceptions"). Subject to satisfaction of the Administrative Plat Contingency, Seller's conveyance of the Fee Properties to Buyer shall be subject to Permitted Exceptions and subject to the Easements. Seller's conveyance of the Easements and of the Fee Properties are and will be made on an "As Is", "Where Is," and "With All Faults" basis, and, except as expressly set forth in subparagraph a. above, without any representations or warranties of any kind or nature, express, implied or otherwise, including any representation or warranty concerning the physical condition of Property 501 or of 2510 Vandiver (including the condition of the soil), their environmental condition (including the presence or absence of hazardous substances on or affecting the Property), their compliance with applicable laws and regulations or any other representation or warranty affecting or pertaining to them.

2. WALK-THROUGH AND TITLE EXAMINATION PRIOR TO EASEMENT EXCHANGE. At any time after the Effective Date and prior to the Easement Exchange (hereinafter defined), Buyer may:

a. perform a "walk-through" inspection of Property 501 and of 2510 Vandiver to verify that they are in the same general physical condition as they were on the Effective Date; and

b. examine Seller's title to Property 501 and of 2510 Vandiver to verify Seller's warranties and representations set forth in subparagraph a of paragraph 1, and to verify that Seller's title to Property 501 and 2510 Vandiver is free and clear of all liens and encumbrances except: the Permitted Exceptions and such other matters as are acceptable to Buyer.

Should Buyer's walk-through inspection or title examination evidence a change in the physical condition of, or evidence liens or encumbrances beyond the Permitted Exceptions and Easements, or other defects in title to, Property 501 or 2510 Vandiver that are unacceptable to Buyer, Buyer may cancel this Contract, whereupon the parties shall have no further obligations to each other hereunder except those expressly stated herein to survive cancellation.

3. EASEMENT EXCHANGE/DELAYED EXERCISE OF RIGHTS.

Provided Buyer pays Seller the Easement Consideration and Engineering Fees (hereinafter defined) on or prior to October 8, 2024 (the "Easement Exchange Deadline"), upon Seller's receipt of the Easement Consideration and Engineering Fees from Buyer, Seller shall deliver fully executed original Easements to Buyer (the "Easement Exchange"). If Buyer shall fail to pay Seller the Easement Consideration and Engineering Fees prior to the Easement Exchange Deadline, this Contract shall be deemed cancelled, whereupon the parties shall have no further obligations to each other hereunder except those expressly stated herein to survive cancellation. Notwithstanding completion of Easement Exchange prior to the Easement Exchange Deadline, however, Buyer shall not be entitled to, and shall not, exercise any rights conveyed to Buyer in the Easements until the Fee Closing called for in paragraph 7.

4. EASEMENT CONSIDERATION AND NONREFUNDABLE REIMBURSEMENT FOR SELLER'S ENGINEERING FEES.

a. Buyer shall pay Seller One hundred seventy two thousand five hundred twenty four dollars. (\$172,524.00) for Seller's conveyance of the Easements to Buyer ("Easement Consideration"). Buyer's payment of the Easement Consideration to Seller is nonrefundable except in the events of:

- i. failure of the Administrative Plat Contingency as provided in paragraph 5; or
- ii. or subsequent to satisfaction of the Administrative Plat Contingency but prior to Buyer's exercise of any of its Easement rights, upon Buyer's cancellation of the Contract pursuant to paragraph 6 of this Contract.

In case of i. or ii above, Buyer shall immediately release and quitclaim the Easements to Seller at Buyer's expense, Seller shall then refund the Easement Consideration to Buyer, and thereafter the Parties shall have no obligations to each other hereunder, except those expressly stated herein to survive cancellation

b. Buyer shall pay Seller Eleven Thousand Two Hundred and Seventy and 00/100 Dollars (\$11,270.00)("Engineering Fees") to reimburse Seller for the engineering fees Seller has paid A Civil Group, LLP to perform engineering and surveying services related to Seller's obligation under the Administrative Plat Contingency. Buyer's payment of the Engineering Fees to Seller is nonrefundable, notwithstanding a subsequent cancellation of this Contract by Buyer and notwithstanding a failure of the Administrative Plat Contingency, unless Seller fails

to submit, by November 12, 2024, the proposed administrative plat of 2510 Vandiver for approval as described in paragraph 5.

5. ADMINISTRATIVE PLAT CONTINGENCY. Promptly after the Effective Date, Seller shall submit to, and seek the approval of the City of Columbia Community Development Director (the "Director") for, a proposed administrative plat of 2510 Vandiver, pursuant to Sections 29-5.2(c)(1)(iii) and (d)(5) of the City of Columbia Code of Ordinances, in order to subdivide Property Replat from 2510 Vandiver so that Seller may convey Property Replat to Buyer in fee as provided hereinafter in this Contract. Seller's obligations under this Contract are contingent on the Director's approval of Seller's proposed administrative plat of 2510 Vandiver without any of the following conditions on Seller:

- a. Constructing any improvements to any part of 2510 Vandiver or Property Replat;
- b. Entering into any performance agreement or improvements guarantee agreement with the City of Columbia; or
- c. Providing the City of Columbia with any bond or other security instrument

(the "Administrative Plat Contingency"). Should the Director, on or before March 31, 2025 (the Administrative Plat Approval Deadline") impose any of a-c set forth above as conditions for the approval of Seller's proposed administrative plat of 2510 Vandiver, or require Seller to submit an application for a minor or major subdivision of 2510 Vandiver in lieu of the administrative plat, or should the Director refuse for any other reason to approve Seller's proposed administrative plat of 2510 Vandiver, the Administrative Plat Contingency shall be deemed to have failed.

6. WALK-THROUGH AND TITLE EXAMINATION AFTER SATISFACTION OF ADMINISTRATIVE PLAT CONTINGENCY After satisfaction of the Administrative Plat Contingency Buyer may:

- a. perform a "walk-through" inspection of the Fee Property to verify that it is in the same general physical condition as it was on the Effective Date; and
- b. examine Seller's title to the Fee Property to verify Seller's warranties and representations set forth in subparagraph a of paragraph 1, and that Seller's title to the Fee Property is free and clear of all liens and encumbrances except: the Permitted Exceptions, the Easements, and such other matters as are acceptable to Buyer.

Buyer shall have ten days after satisfaction of the Administrative Plat Contingency ("Buyer's Final Cancellation Deadline") to notify Seller if Buyer's walk-through inspection or title examination evidences a change in the physical condition of, or evidences liens or encumbrances beyond the Permitted Exceptions and Easements, or other defects in title to, the Fee Property that are unacceptable to Buyer, and if so, to notify Seller that Buyer has elected to cancel this Contract, whereupon the parties shall have no further obligations to each other hereunder except those expressly stated herein to survive cancellation. Should Buyer fail to provide Seller notice of cancellation prior to Buyer's

Final Cancellation Deadline, Buyer shall be deemed to have waived any objection to the physical condition of the Fee Property as well as any objections to any defects in title to the Fee Property ("Buyer's Waivers") and the Parties shall proceed to Closing (hereinafter defined).

7. **CONVEYANCE.** Subject to satisfaction of the Administrative Plat Contingency and Buyer's Waivers, five business days after Buyer's Final Cancellation Deadline or such other date as the Parties may agree (the "Fee Closing"), Seller shall, for no additional consideration, convey the Fee Property to Buyer by execution and delivery of Seller's general warranty deeds, conveying good and marketable fee simple title to the Fee Property, and containing all the usual and customary warranties of title contained in general warranty deeds in the state of Missouri, free and clear of all liens and encumbrances except Permitted Exceptions, the Easements and such other matters as are acceptable to Buyer. Buyer shall pay the cost of recording the warranty deeds.

8. **TAXES.** At or prior to Seller's execution and delivery of the warranty deeds called for in paragraph 7, Seller shall pay all real estate taxes on the Fee Property for all years prior to the year in which the Fee Closing occurs, and Seller's prorated share of all real estate taxes not yet due for the year of Fee Closing and if taxes for such year are unknown, Seller shall base the proration of such taxes on the most recent tax bill.

9. **NOTICE.** Any notice allowed or required to be given hereunder shall be in writing and deemed to have been given when personally delivered at the addresses of the parties set forth below, when deposited in U.S. Mail, by certified mail, postage prepaid addressed to the parties to whom such notice is directed at the notice address of such parties set forth below, or when placed in the hands of a nationally recognized overnight courier service such as Federal Express for overnight delivery to the parties to whom such notice is directed at their addresses set forth below; the said address(es) being as follows:

Seller: Little Dixie/Deer Park Investment Company, LLC
909 Westover St.
Columbia, MO 65203
Attn: Tom Bass

Buyer: City of Columbia, Missouri
701 East Broadway
Columbia, MO 65201
Attn: City Manager

10. **PREVAILING PARTY'S ATTORNEYS' FEES.** In the event any suit between the parties arises out of this Contract, the prevailing party in any such suit shall be entitled to recover from the non-prevailing party all costs and expenses incurred by the prevailing party in connection with the prosecution or defense of the claims asserted therein, including court costs and reasonable attorneys' fees. The "Prevailing Party" shall mean the party that received substantially all of the relief sought.

11. **APPLICABLE LAW/JURISDICTION/VENUE.** This Contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue of all litigation arising out of or relating to this Contract shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

12. **IMMUNITY.** Excepting only this Contract's express provisions regarding prevailing party attorneys' fees as set out in paragraph 10, the language of this Contract shall not constitute or be construed as a waiver or limitation of Buyer's rights or defenses with regard to Buyer's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

13. **COMPLETE AGREEMENT.** This Contract, with its exhibits, constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreement between the Parties with respect to the subject matter described herein.

14. **BINDING ON SUCCESSORS AND ASSIGNS.** The provisions hereof shall inure to the benefit of and shall be binding upon the Parties hereto and to their respective successors and assigns.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year last set forth below.

Buyer: CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlton Seewood, City Manager *DAS*

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/ek

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this _____ day of _____, 2024, before me appeared De'Carlton Seewood, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Columbia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and the City Manager acknowledged this instrument to be the free act and deed of the City.

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

Notary Public

My commission expires: _____.

CERTIFICATION: I hereby certify that this Contract is within the purpose of the appropriation to which it is to be charged, account number 55816688-606065 SS117, and that there is an unencumbered balance to the credit of such account sufficient to pay therefor.

Matthew Lue, Director of Finance

Seller:

**LITTLE DIXIE/DEER PARK INVESTMENT
COMPANY, LLC**

By: Tom Bass

Name: Tom Bass

Title: Managing Member

Date: 9/3/24

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this 3rd day of September, 2024, before me, a Notary Public in and for said state, personally appeared Tom Bass, to me personally known, who being by me duly sworn did say that he is one of three managing members of Little Dixie/Deer Park Investment Company, LLC and further acknowledged that he executed the same on behalf of said LLC in said capacity as its free act and deed for the purpose therein stated and that acting together with the other two managing members has been duly granted the authority by said LLC to execute the same.

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

THERESA ANN IVY
Notary Public - Notary Seal
State of Missouri, County of Cooper
My Commission Expires March 9, 2026
Commission #14437371

Theresa Ann Ivy
Notary Public

My commission expires: 3-9-26.

Seller:

**LITTLE DIXIE/DEER PARK INVESTMENT
COMPANY, LLC**

By: James W. Parks

Name: James W. Parks

Title: Managing Member

Date: 9/3/24

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this 3rd day of September, 2024, before me, a Notary Public in and for said state, personally appeared James W. Parks, to me personally known, who being by me duly sworn did say that he is one of three managing members of Little Dixie/Deer Park Investment Company, LLC and further acknowledged that he executed the same on behalf of said LLC in said capacity as its free act and deed for the purpose therein stated and that acting together with the other two managing members has been duly granted the authority by said LLC to execute the same.

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

THERESA ANN IVY
Notary Public - Notary Seal
State of Missouri, County of Cooper
My Commission Expires March 9, 2026
Commission #14437371

Theresa Ann Ivy
Notary Public

My commission expires: 3-9-2026

Seller:

LITTLE DIXIE/DEER PARK INVESTMENT COMPANY, LLC

By: Dorsey Bass Revocable Trust

Title: Managing Member

By: X Bettina Bass BASS
Bettina Bass, Co-trustee

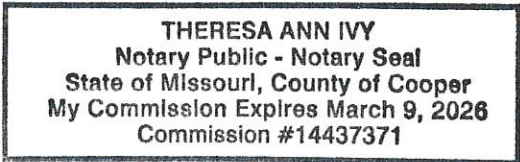
By: Central Trust Company, Co-trustee

By: Amber Myers
Amber Myers (Trust Officer)

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this 3rd day of September, 2024, before me, a Notary Public in and for said state, personally appeared Bettina Bass, to me personally known, who being by me duly sworn did say that she is one of two co-trustees of the Dorsey Bass Revocable Trust, which is one of three managing member of Little Dixie/Deer Park Investment Company, LLC and further acknowledged that as co-trustee she executed the same on behalf of said LLC in said trust's capacity as a managing member, as the LLC's free act and deed, and that acting together with the other two managing members said trust has been duly granted the authority by said LLC to execute the same.

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



Theresa Ann Ivy
Notary Public

My commission expires: 3-9-26.

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this 3rd day of SEPTEMBER, 2024, before me, a Notary Public in and for said state, personally appeared AMBER MYERS, a TRUST OFFICER with Central Trust Company, to me personally known, who being by me duly sworn did say that Central Trust Company is one of two co-trustees of the Dorsey Bass Revocable Trust, which is one of three managing member of Little Dixie/Deer Park Investment Company, LLC and further acknowledged that on behalf of said trust company as co-trustee s/he executed the same on behalf of said LLC in said trust's capacity as a managing member, as the LLC's free act and deed, and that acting together with the other two managing members said trust has been duly granted the authority by said LLC to execute the same.

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



Notary Public

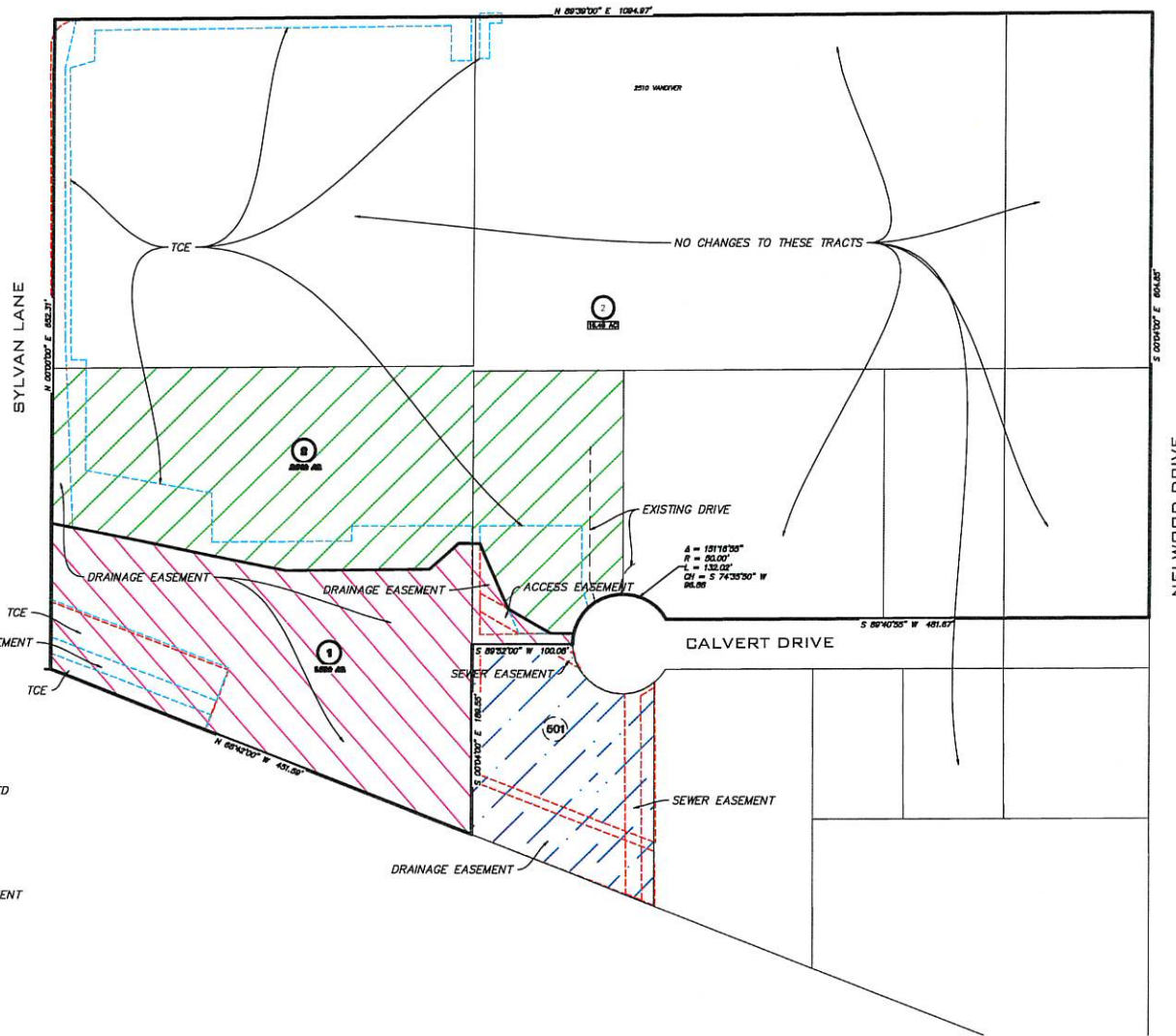
My commission expires: 4/5/2026.

SHAQUILLE RAVION DANIELS
Notary Public - Notary Seal
STATE OF MISSOURI
County of Boone
My Commission Expires 4/5/2026
Commission #21042293




EXHIBIT A TO CONTRACT FOR CONVEYANCES

A Civil Group, LLC drawing depicting property to be administratively platted

EXHIBIT A
FOR LITTLE DIXIE/DEER PARK INV CO LLC



LEGEND

-  REMNANTS OF EXISTING LOTS TO BE PART OF ADMIN REPLAT TO MAKE THE LEGAL LOTS
-  PORTION OF REPLATTED PROPERTY TO BE ACQUIRED
-  EXISTING LOT 501 TO BE ACQUIRED

-  PROPOSED EASEMENTS
-  TEMPORARY CONSTRUCTION EASEMENT



A CIVIL GROUP
 CIVIL ENGINEERING - PLANNING - SURVEYING
 3451 BRIDGEMAN BUSINESS PARK COURT
 SUITE 105
 COLUMBIA, MD 21033
 PH: (410) 727-5750, FAX: (410) 727-1677
 MISSOURI CERTIFICATE OF AUTHORITY: 0001006115

EXHIBITS B-1 THROUGH B-6 TO CONTRACT FOR CONVEYANCES

B-1: Grant of Easement for Sewer Purposes, Ordinance # 025612

B-2: Grant of Easement for Drainage Purposes, Ordinance # 025612

B-3: Agreement for Temporary Construction Easement, Ordinance # 025585

B-4: Grant of Easement for Sewer Purposes, Ordinance # 025585

B-5: Grant of Easement for Permanent Access Easement, Ordinance # 025585

B-6: Grant of Easement for Drainage Purposes, Ordinance #025585

GRANT OF EASEMENT FOR SEWER PURPOSES

THIS INDENTURE, made on the _____ day of _____, 20____, by and between **Little Dixie/Deer Park Investment Company, LLC**, a limited liability company of the State of Missouri, Grantor, and the City of Columbia, Missouri, a municipal corporation in the County of Boone and the State of Missouri, Grantee; Grantee's mailing address is Post Office Box 6015, Columbia, MO 65205;

WITNESSETH:

That Grantor, in consideration of the sum of Ten Dollars and other valuable considerations, to us in hand paid by the City of Columbia, the receipt of which is hereby acknowledged, do hereby grant unto said City, its successors and assigns, the right, privilege and authority to construct, operate, replace, repair and maintain sewers and pipes, including the necessary manholes and other fixtures, under, across and upon the following described real estate, owned by us, situated in the County of Boone, State of Missouri, to wit:

Project: Calvert Drive Stormwater Project
Ordinance #: 025612

LEGAL DESCRIPTION

RE: PERMANENT SANITARY SEWER EASEMENT (P.S.S.E.) #1 & #2

TWO PERMANENT SANITARY SEWER EASEMENTS BEING PART OF LOT 501, MID-MISSOURI INDUSTRIAL PARK PLAT 5, A REFERENCE BEING HAD TO THE BOONE COUNTY RECORDER OF DEEDS OFFICE IN BOOK 3385, PAGE 136, SECTION 5, IN TOWNSHIP 48 NORTH, RANGE 12 WEST, IN THE CITY OF COLUMBIA, STATE OF MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PERMANENT SANITARY SEWER EASEMENT #1:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 00 DEGREES 25 MINUTES 13 SECONDS EAST (BASED ON THE "MISSOURI COORDINATE SYSTEM OF 1983", CENTRAL ZONE 2401, GRID NORTH AS DERIVED FROM THE MODOT VRS SYSTEM), ON THE EAST LINE OF SAID LOT, 5.47 FEET; THENCE SOUTH 58 DEGREES 52 MINUTES 47 SECONDS WEST, 16.28 FEET; THENCE SOUTH 00 DEGREES 25 MINUTES 13 SECONDS EAST, ON A LINE PARALLEL 14- FEET WEST FROM SAID EAST LINE, 203.67 FEET TO THE SOUTH LINE OF SAID LOT; THENCE NORTH 69 DEGREES 03 MINUTES 06 SECONDS WEST, ON SAID SOUTH LINE, 17.18 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 13 SECONDS WEST, ON A LINE PARALLEL 30- FEET WEST FROM SAID EAST LINE, 199.73 FEET TO THE RIGHT-OF-WAY LINE OF CALVERT DRIVE (50- FEET) ; THENCE, ON SAID RIGHT-OF-WAY LINE, EASTWARDLY ON A NON-TANGENT CURVE TO THE LEFT WITH AN ARC DISTANCE OF 32.69 FEET, A RADIUS OF 50.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 68 DEGREES 40 MINUTES 03 SECONDS EAST, 32.12 FEET; TO THE POINT OF BEGINNING.

SAID PERMANENT SANITARY SEWER EASEMENT #1 CONTAINS 3,335 SQUARE FEET OR 0.077

ACRES, MORE OR LESS.

AND, ALSO

PERMANENT SANITARY SEWER EASEMENT #2:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT; THENCE NORTH 89 DEGREES 27 MINUTES 29 SECONDS EAST (BASED ON THE "MISSOURI COORDINATE SYSTEM OF 1983", CENTRAL ZONE 2401, GRID NORTH AS DERIVED FROM THE MODOT VRS SYSTEM), ON THE NORTH LINE OF SAID TRACT OF LAND, 100.23 FEET TO THE RIGHT-OF-WAY LINE OF CALVERT DRIVE (50 FEET); THENCE, ON SAID RIGHT-OF-WAY LINE, SOUTHWARDLY ON A NON-TANGENT CURVE TO THE LEFT WITH AN ARC DISTANCE OF 8.04 FEET, A RADIUS OF 50.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 05 DEGREES 44 MINUTES 35 SECONDS EAST, 8.03 FEET, TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING; THENCE, CONTINUING ON SAID RIGHT-OF-WAY LINE, SOUTHWARDLY ON A CURVE TO THE LEFT WITH AN ARC DISTANCE OF 18.39 FEET, A RADIUS OF 50.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 20 DEGREES 53 MINUTES 10 SECONDS EAST, 18.28 FEET; THENCE NORTH 60 DEGREES 17 MINUTES 25 SECONDS WEST, 34.03 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 29 SECONDS EAST, ON A LINE PARALLEL 8-FEET SOUTH FROM THE NORTH LINE OF SAID LOT , 23.04 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT SANITARY SEWER EASEMENT #2 CONTAINS 187 SQUARE FEET OR 0.004 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, CONDITIONS AND RESTRICTIONS OF RECORD.

Said easement being the right to construct, operate, replace, repair and maintain sewers and pipes under or across said easement, and right of access thereto over the above-described tract of land.

This grant includes the right of the City of Columbia, Missouri, its officers, agents and employees, to enter upon said real estate at any time for the purpose of exercising any of the rights herein granted; also the right to trim, clear or remove, at any time from said easement any tree, brush, structure or obstruction of any kind or character whatsoever which, in the reasonable judgment of the City may endanger the safety of or interfere with the operation and maintenance of said City's facilities.

The Grantor covenants that, subject to liens and encumbrances of record at the date of this easement, it is the owner of the above-described land and has the right and authority to make and execute this Grant of Easement on behalf of said limited liability company.

IN WITNESS WHEREOF, the said **Little Dixie/Deer Park Investment Company, LLC** has caused these presents to be signed by its authorized member(s) the day and year first written above.

Little Dixie/Deer Park Investment Company, LLC

By:

Thomas S. Bass, Manager

STATE OF Missouri)
)ss.
COUNTY OF Boone)

On this _____ day of _____ in the year 20 _____, before me, a Notary Public in and for said state, personally appeared, Thomas S. Bass, who being by me duly sworn, acknowledged that he is the Manager of **Little Dixie/Deer Park Investment Company, LLC**, a limited liability company, and that said instrument was signed in behalf of said company and further acknowledged that he executed the same as a free act and deed for the purposes therein stated and that he have been granted the authority by said limited liability company to execute the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

Notary Public

GRANT OF EASEMENT FOR DRAINAGE PURPOSES

THIS INDENTURE, made on the _____ day of _____, 20____, by and between Little Dixie/Deer Park Investment Company, LLC, a limited liability company of the State of Missouri, Grantor, and the City of Columbia, a municipal corporation in the County of Boone and the State of Missouri, Grantee; Grantee's mailing address is Post Office Box 6015, Columbia, MO 65205;

WITNESSETH:

That the said Grantor in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations paid by the City of Columbia, Missouri, the receipt of which is hereby acknowledged does hereby grant unto said City, its successors and assigns, the privilege, authority and right to construct, operate, replace, repair and maintain a storm drainage system which is all drainage facilities used for collecting and conducting storm water to, through, and from drainage areas to the points of final outlet including, but not limited to the following: conduits and appurtenant features, canals, ditches, streams, gullies, flumes, culverts and gutters, along with such other rights as are necessary and incidental thereto, under, across and upon the following described real estate, owned by us, situated in the County of Boone, State of Missouri, to-wit:

Ordinance #: 025612

LEGAL DESCRIPTION:

RE: PERMANENT DRAINAGE EASEMENT (P.D.E.) #1 & #2

TWO PERMANENT DRAINAGE EASEMENTS BEING PART OF LOT 501, MID-MISSOURI INDUSTRIAL PARK PLAT 5, A REFERENCE BEING HAD TO THE BOONE COUNTY RECORDER OF DEEDS OFFICE IN BOOK 3385, PAGE 136, SECTION 5, IN TOWNSHIP 48 NORTH, RANGE 12 WEST, CITY OF COLUMBIA, STATE OF MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PERMANENT DRAINAGE EASEMENT #1:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT; THENCE NORTH 69 DEGREES 03 MINUTES 06 SECONDS WEST (BASED ON THE "MISSOURI COORDINATE SYSTEM OF 1983", CENTRAL ZONE 2401, GRID NORTH AS DERIVED FROM THE MODOT VRS SYSTEM), ON THE SOUTH LINE OF SAID LOT, 195.68 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 25 SECONDS WEST, ON THE WEST LINE OF SAID LOT, 53.68 FEET; THENCE SOUTH 69 DEGREES 03 MINUTES 06 SECONDS EAST, ON A LINE PARALLEL 50-FEET NORTH FROM SAID SOUTH LINE, 195.65 FEET; THENCE SOUTH 00 DEGREES 25 MINUTES 13 SECONDS EAST, ON THE EAST LINE OF SAID TRACT OF LAND, 53.69 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT DRAINAGE EASEMENT #1 CONTAINS 9,783 SQUARE FEET OR 0.225 ACRES, MORE OR LESS.

AND ALSO,

PERMANENT DRAINAGE EASEMENT #2:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 00 DEGREES 25 MINUTES

13 SECONDS EAST (BASED ON THE "MISSOURI COORDINATE SYSTEM OF 1983", CENTRAL ZONE

2401, GRID NORTH AS DERIVED FROM THE MODOT VRS SYSTEM), ON THE EAST LINE OF SAID LOT, 160.65 FEET; THENCE NORTH 69 DEGREES 03 MINUTES 06 SECONDS WEST, ON A LINE PARALLEL 58- FEET NORTH FROM THE SOUTH LINE OF SAID LOT, 187.06 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 25 SECONDS WEST, ON A LINE PARALLEL 8- FEET EAST FROM THE WEST LINE OF SAID LOT, 122.17 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 29 SECONDS EAST, ON A LINE PARALLEL 8- FEET SOUTH FROM THE NORTH LINE OF SAID LOT, 92.98 FEET TO THE RIGHT-OF-WAY LINE OF CALVERT DRIVE (50 FEET); THENCE, ON SAID RIGHT-OF-WAY, EASTWARDLY ON A NON-TANGENT CURVE TO THE LEFT WITH AN ARC DISTANCE OF 104.47 FEET, A RADIUS OF 50.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 70 DEGREES 12 MINUTES 29 SECONDS EAST, 86.48 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT DRAINAGE EASEMENT #2 CONTAINS 24,501 SQUARE FEET OR 0.562 ACRES, MORE OR LESS.
SUBJECT TO EASEMENTS, CONDITIONS AND RESTRICTIONS OF RECORD.

This grant includes the right of the City of Columbia, Missouri, its officers, agents and employees, to cross Grantor's abutting land and enter upon said real estate at any time for the purpose of exercising any of the rights herein granted.

The Grantor warrants, that, subject to liens and encumbrances of record at the date of this easement, it is the owner of the above-described property, and has the right and authority to make and execute and it will defend this Grant of Easement.

IN WITNESS WHEREOF, the said **Little Dixie/Deer Park Investment Company, LLC**, has caused these presents to be signed by its authorized member(s) the day and year first written above.

Little Dixie/Deer Park Investment Company, LLC

By: _____
Thomas S. Bass, Manager

STATE OF Missouri)
)ss.
COUNTY OF Boone)

On this _____ day of _____ in the year 20 ____ before me, a Notary Public in and for said state, personally appeared, **Thomas S. Bass**, who being by me duly sworn, acknowledged that he is the **Manager of Little Dixie/Deer Park Investment Company, LLC** a limited liability company, and that said instrument was signed in behalf of said company and further acknowledged that he executed the same as a free act and deed for the purposes therein stated and that he has been granted the authority by said limited liability company to execute the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

Notary Public

AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT for temporary construction easement entered into this _____ day of _____, 20_____, by and between **Little Dixie/Deer Park Investment Company, LLC** a limited liability company of the state of Missouri, Grantor, and the City of Columbia, Missouri, a municipal corporation in the County of Boone and the State of Missouri, Grantee; Grantee's mailing address is Post Office Box 6015, Columbia, MO 65205;

WITNESSETH:

That the Grantor, in consideration of the sum of Ten Dollars (\$10.00), to us in hand paid by the City of Columbia, Missouri, a municipal corporation, the receipt of which is hereby acknowledged, do hereby grant unto the Grantee, a temporary easement and right-of-way to be in effect during the time of construction of the **Calvert Drive Stormwater** project in Boone County for the following purposes, namely: to provide access to said construction project by granting the right to enter upon, permanently alter the grade, store materials, and operate and park equipment on, over and across the right-of-way hereinafter described, which is located within the boundaries of a parcel of land situated in the County of Boone and State of Missouri and described as follows:

Ordinance: 025585

LEGAL DESCRIPTION:

TEMPORARY CONSTRUCTION EASEMENT (T.C.E.) #1-#5

FIVE VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENTS BEING PART OF TRACT 5, MID-MISSOURI INDUSTRIAL PARK, A REFERENCE BEING HAD TO THE BOONE COUNTY RECORDER OF DEEDS OFFICE IN PLAT BOOK 7, PAGE 14, AND PART OF LOT 3, OF A SUBDIVISION OF PARTS OF LOTS C & D MID-MISSOURI INDUSTRIAL PARK BLOCK 2, A REFERENCE BEING HAD TO THE BOONE COUNTY RECORDER OF DEEDS OFFICE IN PLAT BOOK 8, PAGE 36; SECTION 5, IN TOWNSHIP 48 NORTH, RANGE 12 WEST, IN THE CITY OF COLUMBIA, STATE OF MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TEMPORARY CONSTRUCTION EASEMENT #1:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 501 OF MID-MISSOURI INDUSTRIAL PARK PLAT 5, A REFERENCE BEING HAD TO THE BOONE COUNTY RECORDER OF DEEDS OFFICE IN BOOK 3385, PAGE 136; THENCE NORTH 00 DEGREES 23 MINUTES 25 SECONDS WEST (BASED ON THE "MISSOURI COORDINATE SYSTEM OF 1983", CENTRAL ZONE 2401, GRID NORTH AS DERIVED FROM THE MODOT VRS SYSTEM), 290.68 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 13.17 FEET; THENCE SOUTH 48 DEGREES 23 MINUTES 27 SECONDS WEST, 38.94 FEET; THENCE SOUTH 89 DEGREES 22 MINUTES 12 SECONDS WEST, 143.54 FEET; THENCE NORTH 78 DEGREES 34 MINUTES 32 SECONDS WEST, 217.07 FEET; THENCE NORTH 02 DEGREES 33 MINUTES 17 SECONDS WEST, 190.87 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 47 SECONDS WEST, 270.69 FEET; THENCE NORTH 12 DEGREES 04 MINUTES 49 SECONDS EAST, 48.35 FEET TO THE

SOUTH RIGHT-OF-WAY LINE OF VANDIVER DRIVE (60 FEET); THENCE NORTH 89 DEGREES 19 MINUTES 33 SECONDS EAST, 394.63 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 25 SECONDS EAST, 45.00 FEET; THENCE SOUTH 89 DEGREES 19 MINUTES 33 SECONDS WEST, ON A LINE 45- FEET SOUTHEAST OF AND PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE, 20.00 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 25 SECONDS WEST, 35.00 FEET; THENCE SOUTH 89 DEGREES 19 MINUTES 33 SECONDS WEST, ON A LINE 10- FEET SOUTHEAST OF AND PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE, 355.85 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 28 SECONDS WEST, 30.56 FEET; THENCE SOUTH 73 DEGREES 53 MINUTES 07 SECONDS WEST, 24.92 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 11 SECONDS EAST, 292.72 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 15.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 111.14 FEET; THENCE SOUTH 79 DEGREES 54 MINUTES 34 SECONDS EAST, 128.31 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 51 SECONDS EAST, 49.78 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 02 SECONDS EAST, 139.31 FEET; THENCE NORTH 01 DEGREES 29 MINUTES 26 SECONDS EAST, 15.51 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 30 SECONDS EAST, 119.58 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 25 SECONDS EAST, 17.66 FEET TO THE POINT OF BEGINNING.

SAID TEMPORARY CONSTRUCTION EASEMENT #1 CONTAINS 25,641 SQUARE FEET OR 0.589 ACRES, MORE OR LESS.

AND, ALSO

TEMPORARY CONSTRUCTION EASEMENT #2:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE, ON THE EAST RIGHT-OF-WAY LINE OF SYLVAN LANE (60 FEET), THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1.) NORTH 00 DEGREES 18 MINUTES 59 SECONDS WEST (BASED ON THE "MISSOURI COORDINATE SYSTEM OF 1983", CENTRAL ZONE 2401, GRID NORTH AS DERIVED FROM THE MODOT VRS SYSTEM), 628.39 FEET; 2.) NORTHEASTWARDLY ON A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 39.11 FEET, A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 44 DEGREES 30 MINUTES 17 SECONDS EAST, 35.24 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF VANDIVER DRIVE (60 FEET); THENCE NORTH 89 DEGREES 19 MINUTES 33 SECONDS EAST, 402.63 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING; THENCE, CONTINUING ON SAID SOUTH RIGHT-OF-WAY LINE, NORTH 89 DEGREES 19 MINUTES 33 SECONDS EAST, 22.00 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 25 SECONDS EAST, 10.00 FEET; THENCE SOUTH 89 DEGREES 19 MINUTES 33 SECONDS WEST, ON A LINE 10- FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE, 12.00 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 25 SECONDS EAST, 35.00 FEET; THENCE SOUTH 89 DEGREES 19 MINUTES 33 SECONDS WEST, ON A LINE 45- FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE, 10.00 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 25 SECONDS WEST, 45.00 FEET TO THE POINT OF BEGINNING.

SAID TEMPORARY CONSTRUCTION EASEMENT #2 CONTAINS 603 SQUARE FEET OR 0.014 ACRES, MORE OR LESS.

AND ALSO,

TEMPORARY CONSTRUCTION EASEMENT #3:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 501 OF MID-MISSOURI INDUSTRIAL PARK PLAT 5, A REFERENCE BEING HAD TO THE BOONE COUNTY RECORDER OF DEEDS OFFICE IN BOOK 3385, PAGE 136, SECTION 5; THENCE NORTH 00 DEGREES 23 MINUTES 25 SECONDS WEST (BASED ON THE "MISSOURI COORDINATE SYSTEM OF 1983", CENTRAL ZONE 2401, GRID NORTH AS DERIVED FROM THE MODOT VRS SYSTEM), 189.30 FEET TO THE SOUTH LINE OF LOT 3 OF A SUBDIVISION OF PARTS OF LOTS C & D MID-MISSOURI INDUSTRIAL PARK BLOCK 2, A REFERENCE BEING HAD TO THE BOONE COUNTY RECORDER OF DEEDS OFFICE IN PLAT BOOK 8, PAGE 36; THENCE NORTH 89 DEGREES 27 MINUTES 29 SECONDS EAST, 100.23 FEET TO THE RIGHT OF WAY LINE OF CALVERT DRIVE (50 FEET), THENCE NORTHWARDLY ON A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 10.06 FEET, A RADIUS OF 50.00 FEET, ON THE RIGHT-OF-WAY OF CALVERT DRIVE (50- FEET WIDE), A CHORD BEARING AND DISTANCE OF NORTH 04 DEGREES 37 MINUTES 38 SECONDS EAST, 10.04 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 27 MINUTES 29 SECONDS WEST,

ON A LINE 10.00 FEET NORTHEAST OF AND PARALLEL WITH SAID SOUTH LINE, 54.08 FEET; THENCE NORTH 23 DEGREES 35 MINUTES 12 SECONDS WEST, 99.09 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 25 SECONDS WEST, 17.80 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 30 SECONDS EAST, 101.93 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS EAST, 60.30 FEET; THENCE SOUTH 16 DEGREES 48 MINUTES 53 SECONDS EAST, 21.86 FEET TO SAID RIGHT-OF-WAY LINE; THENCE SOUTHWARDLY ON A NON-TANGENT CURVE TO THE LEFT WITH AN ARC DISTANCE OF 31.25 FEET, A RADIUS OF 50.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 28 DEGREES 17 MINUTES 49 SECONDS WEST, 30.75 FEET TO THE POINT OF BEGINNING.

SAID TEMPORARY CONSTRUCTION EASEMENT #3 CONTAINS 9,254 SQUARE FEET OR 0.212 ACRES, MORE OR LESS.

AND ALSO,

TEMPORARY CONSTRUCTION EASEMENT #4:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 18 MINUTES 59 SECONDS WEST (BASED ON THE "MISSOURI COORDINATE SYSTEM OF 1983", CENTRAL ZONE 2401, GRID NORTH AS DERIVED FROM THE MODOT VRS SYSTEM), ON THE EAST RIGHT-OF-WAY LINE OF SYLVAN LANE (60-FEET WIDE), 32.20 FEET, TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING; THENCE, CONTINUING ON EAST RIGHT-OF-WAY LINE, NORTH 00 DEGREES 18 MINUTES 59 SECONDS WEST, 37.56 FEET; THENCE SOUTH 69 DEGREES 03 MINUTES 06 SECONDS EAST, ON A LINE 65-FEET NORTHEAST AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT, 190.47 FEET; THENCE SOUTH 20 DEGREES 56 MINUTES 54 SECONDS WEST, 35.00 FEET; THENCE NORTH 69 DEGREES 03 MINUTES 06 SECONDS WEST, ON A LINE 30- FEET NORTHEAST OF AND PARALLEL WITH SAID SOUTH LINE, 176.85 FEET TO THE POINT OF BEGINNING.

SAID TEMPORARY CONSTRUCTION EASEMENT #4 CONTAINS 6,428 SQUARE FEET OR 0.148 ACRES, MORE OR LESS.

AND ALSO,

TEMPORARY CONSTRUCTION EASEMENT #5:

BEGINNING AT THE SOUTHWEST CORNER OF A SAID TRACT; THENCE NORTH 00 DEGREES 18 MINUTES 59 SECONDS WEST (BASED ON THE "MISSOURI COORDINATE SYSTEM OF 1983", CENTRAL ZONE 2401, GRID NORTH AS DERIVED FROM THE MODOT VRS SYSTEM), ON THE EAST RIGHT-OF-WAY LINE OF SYLVAN LANE (60-FEET WIDE), 16.10 FEET; THENCE SOUTH 69 DEGREES 03 MINUTES 06 SECONDS EAST, ON A LINE 15- FEET NORTHEAST OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT, 171.01 FEET; THENCE SOUTH 20 DEGREES 56 MINUTES 54 SECONDS WEST, 15.00 FEET TO SAID SOUTH LINE; THENCE NORTH 69 DEGREES 03 MINUTES 06 SECONDS WEST, 165.18 FEET TO THE POINT OF BEGINNING.

SAID TEMPORARY CONSTRUCTION EASEMENT #5 CONTAINS 2,521 SQUARE FEET OR 0.058 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, CONDITIONS AND RESTRICTIONS OF RECORD.

TO HAVE AND TO HOLD said temporary easement and right-of-way unto the Grantee and to its successors and assigns during the period of construction herein referred to. Said easement shall cease within one year of acceptance of the completed construction project by the City Council or other date as specified in the City's acceptance of the project.

This grant includes the right of the City of Columbia, Missouri, its officers, agents and employees, to enter upon said real estate at any time during the time of construction for the purpose of exercising any of the rights herein granted.

The Grantor covenants that it has the right and authority to make and execute this agreement on behalf of said limited liability company.

IN WITNESS WHEREOF, the said **Little Dixie/Deer Park Investment Company, LLC** has caused these presents to be signed by its authorized member(s) the day and year first written above.

Little Dixie/Deer Park Investment Company, LLC

By: _____
Thomas S. Bass

By: _____

Name and title

STATE OF)
)ss.
COUNTY OF)

On this _____ day of _____ in the year 20___, before me, a Notary Public in and for said state, personally appeared, Thomas S. Bass, who being by me duly sworn, acknowledged that they are member(s) of **Little Dixie/Deer Park Investment Company, LLC**, a limited liability company, and that said instrument was signed in behalf of said company and further acknowledged that she/he/they executed the same as a free act and deed for the purposes therein stated and that she/he/they have been granted the authority by said limited liability company to execute the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

Notary Public

GRANT OF EASEMENT FOR SEWER PURPOSES

THIS INDENTURE, made on the _____ day of _____, 20____, by and between **Little Dixie/Deer Park Investment Company, LLC** a limited liability company of the State of Missouri, Grantor, and the City of Columbia, Missouri, a municipal corporation in the County of Boone and the State of Missouri, Grantee; Grantee's mailing address is Post Office Box 6015, Columbia, MO 65205;

WITNESSETH:

That Grantor, in consideration of the sum of Ten Dollars and other valuable considerations, to us in hand paid by the City of Columbia, the receipt of which is hereby acknowledged, do hereby grant unto said City, its successors and assigns, the right, privilege and authority to construct, operate, replace, repair and maintain sewers and pipes, including the necessary manholes and other fixtures, under, across and upon the following described real estate, owned by us, situated in the County of Boone, State of Missouri, to wit:

Ordinance #:025585

Project: Calvert Drive Stormwater Improvement

LEGAL DESCRIPTION

RE: PERMANENT SANITARY SEWER EASEMENT (P.S.S.E.)

A 16-FEET-WIDE PERMANENT SANITARY SEWER EASEMENT BEING PART OF TRACT 5, MID-MISSOURI INDUSTRIAL PARK, AND ALSO BEING PART OF LOT 3 OF A SUBDIVISION OF PARTS OF LOTS C & D MID-MISSOURI INDUSTRIAL PARK BLOCK 2, A REFERENCE BEING HAD TO THE BOONE COUNTY RECORDER OF DEEDS OFFICE IN PLAT BOOK 7, PAGE 14, AND PLAT BOOK 8, PAGE 36 RESPECTIVELY, SECTION 5, IN TOWNSHIP 48 NORTH, RANGE 12 WEST, IN THE CITY OF COLUMBIA, STATE OF MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 501 OF MID-MISSOURI INDUSTRIAL PARK PLAT 5, A REFERENCE BEING HAD TO THE BOONE COUNTY RECORDER OF DEEDS OFFICE IN BOOK 3385, PAGE 136, SECTION 5; THENCE NORTH 00 DEGREES 23 MINUTES 25 SECONDS WEST (BASED ON THE "MISSOURI COORDINATE SYSTEM OF 1983", CENTRAL ZONE 2401, GRID NORTH AS DERIVED FROM THE MODOT VRS SYSTEM), 189.30 FEET TO THE SOUTH LINE OF SAID LOT 3; A REFERENCE BEING HAD TO THE PLAT IN THE BOONE COUNTY RECORDER OF DEEDS OFFICE IN PLAT BOOK 8, PAGE 36; THENCE NORTH 89 DEGREES 27 MINUTES 29 SECONDS EAST, 100.23 FEET TO THE RIGHT OF WAY LINE OF CALVERT DRIVE (50 FEET), THENCE NORTHWARDLY ON A NON-TANGENT CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 10.06 FEET, A RADIUS OF 50.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 04 DEGREES 37 MINUTES 38 SECONDS EAST, 10.04 FEET; THENCE SOUTH 89 DEGREES 27 MINUTES 29 SECONDS WEST, ON A LINE 10.00 FEET NORTHERLY OF AND PARALLEL WITH SAID SOUTH LINE, 22.32 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 27 MINUTES 29

SECONDS WEST, 31.76 FEET; THENCE NORTH 60 DEGREES 17 MINUTES 25 SECONDS WEST, 45.11
FEET; THENCE NORTH 00 DEGREES 23 MINUTES 25 SECONDS WEST, 18.49 FEET; THENCE SOUTH

60 DEGREES 17 MINUTES 25 SECONDS EAST, 81.82 FEET TO THE POINT OF BEGINNING. SAID PERMANENT SANITARY SEWER EASEMENT CONTAINS 1,016 SQUARE FEET OR 0.023 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS, CONDITIONS AND RESTRICTIONS OF RECORD.

Said easement being the right to construct, operate, replace, repair and maintain sewers and pipes under or across said easement, and right of access thereto over the above-described tract of land.

This grant includes the right of the City of Columbia, Missouri, its officers, agents and employees, to enter upon said real estate at any time for the purpose of exercising any of the rights herein granted; also the right to trim, clear or remove, at any time from said easement any tree, brush, structure or obstruction of any kind or character whatsoever which, in the reasonable judgment of the City may endanger the safety of or interfere with the operation and maintenance of said City's facilities.

The Grantor covenants that, subject to liens and encumbrances of record at the date of this easement, it is the owner of the above-described land and has the right and authority to make and execute this Grant of Easement on behalf of said limited liability company.

IN WITNESS WHEREOF, the said **Little Dixie/Deer Park Investment Company, LLC** has caused these presents to be signed by its authorized member(s) the day and year first written above.

Little Dixie/Deer Park Investment Company, LLC

By: _____
Thomas S. Bass

STATE OF)
)ss.
COUNTY OF)

On this _____ day of _____ in the year 20 _____, before me, a Notary Public in and for said state, personally appeared, **Thomas S. Bass**, who being by me duly sworn, acknowledged that they are member(s) of **Little Dixie/Deer Park Investment Company, LLC**, a limited liability company, and that said instrument was signed in behalf of said company and further acknowledged that he executed the same as a free act and deed for the purposes therein stated and that he has been granted the authority by said limited liability company to execute the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

Notary Public

GRANT OF EASEMENT FOR PERMANENT ACCESS EASEMENT

THIS INDENTURE, for permanent access easement made on this _____ day of _____, 20_____, by and between **Little Dixie/Deer Park Investment Company, LLC** a limited liability company of the State of Missouri, Grantor, and the City of Columbia, Missouri, a municipal corporation in the County of Boone and the State of Missouri, Grantee; Grantee's mailing address is Post Office Box 6015, Columbia, MO 65205;

WITNESSETH:

That the Grantor, in consideration of the sum of Ten Dollars (\$10.00), to us in hand paid by the City of Columbia, Missouri, a municipal corporation, the receipt of which is hereby acknowledged, do hereby grant unto the Grantee, a permanent access easement and right-of-way to be in effect in perpetuity, namely: to provide access by granting the right to enter upon, permanently alter the grade, on, over and across the right-of-way hereinafter described, which is located within the boundaries of a parcel of land situated in the County of Boone and State of Missouri and described as follows:

Ordinance #: 025585

LEGAL DESCRIPTION

PERMANENT ACCESS EASEMENT (P.A.E.)

A 15-FOOT-WIDE PERMANENT ACCESS EASEMENT BEING PART OF TRACT 5 OF MID-MISSOURI INDUSTRIAL PARK, A REFERENCE BEING HAD TO THE BOONE COUNTY RECORDER OF DEEDS OFFICE IN PLAT BOOK 7, PAGE 14, SECTION 5, IN TOWNSHIP 48 NORTH, RANGE 12 WEST, IN THE CITY OF COLUMBIA, STATE OF MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 18 MINUTES 59 SECONDS WEST (BASED ON THE "MISSOURI COORDINATE SYSTEM OF 1983", CENTRAL ZONE 2401, GRID NORTH AS DERIVED FROM THE MODOT VRS SYSTEM), ON EAST RIGHT-OF-WAY LINE OF SYLVAN LANE (60-FOOT WIDE), 16.10 FEET, TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING; THENCE, CONTINUING ON SAID EAST RIGHT-OF-WAY LINE, NORTH 00 DEGREES 18 MINUTES 59 SECONDS WEST, 16.10 FEET; THENCE SOUTH 69 DEGREES 03 MINUTES 06 SECONDS EAST, ON A LINE 30-FOOT NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT, 176.85 FEET; THENCE SOUTH 20 DEGREES 56 MINUTES 54 SECONDS WEST, 15.00 FEET; THENCE NORTH 69 DEGREES 03 MINUTES 06 SECONDS WEST, ON A LINE 15-FOOT NORTHEAST OF PARALLEL WITH SAID SOUTH LINE, 171.01 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT ACCESS EASEMENT CONTAINS 2,609 SQUARE FEET OR 0.060 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, CONDITIONS AND RESTRICTIONS OF RECORD.

TO HAVE AND TO HOLD said access easement and right-of-way unto the Grantee and to its successors and assigns herein referred.

This grant includes the right of the City of Columbia, Missouri, its officers, agents and employees, to enter upon said real estate at any time, for the purpose of exercising any of the rights herein granted.

The Grantor warrants that, subject to liens and encumbrances of record at the date of this easement, it is the owner of the above-described land and has the right and authority to make and execute this Grant of Easement on behalf of said limited liability company.

IN WITNESS WHEREOF, the said **(Little Dixie/Deer Park Investment Company, LLC)**, LLC has caused these presents to be signed by its authorized member(s) the day and year first written above.

Little Dixie/Deer Park Investment Company, LLC

By: _____
Thomas S. Bass

STATE OF _____)
)ss.
COUNTY OF _____)

On this _____ day of _____ in the year 20 _____, before me, a Notary Public in and for said state, personally appeared, **Thomas S. Bass**, who being by me duly sworn, acknowledged that they are member(s) of **Little Dixie/Deer Park Investment Company, LLC.**, a limited liability company, and that said instrument was signed in behalf of said company and further acknowledged that he executed the same as a free act and deed for the purposes therein stated and that he has been granted the authority by said limited liability company to execute the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

Notary Public

GRANT OF EASEMENT FOR DRAINAGE PURPOSES

THIS INDENTURE, made on the _____ day of _____, 20____, by and between Little Dixie/Deer Park Investment Company, LLC, a limited liability company of the State of Missouri, Grantor, and the City of Columbia, a municipal corporation in the County of Boone and the State of Missouri, Grantee; Grantee's mailing address is Post Office Box 6015, Columbia, MO 65205;

WITNESSETH:

That the said Grantor in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations paid by the City of Columbia, Missouri, the receipt of which is hereby acknowledged does hereby grant unto said City, its successors and assigns, the privilege, authority and right to construct, operate, replace, repair and maintain a storm drainage system which is all drainage facilities used for collecting and conducting storm water to, through, and from drainage areas to the points of final outlet including, but not limited to the following: conduits and appurtenant features, canals, ditches, streams, gullies, flumes, culverts and gutters, along with such other rights as are necessary and incidental thereto, under, across and upon the following described real estate, owned by us, situated in the County of Boone, State of Missouri, to-wit:

Ordinance #:025585

LEGAL DESCRIPTION:

PERMANENT DRAINAGE EASEMENT (P.D.E.) #1 & #2

TWO VARIABLE WIDTH PERMANENT DRAINAGE EASEMENT BEING PART OF TRACT 5, MID-MISSOURI INDUSTRIAL PARK, A REFERENCE BEING HAD TO THE BOONE COUNTY RECORDER OF DEEDS OFFICE IN PLAT BOOK 7, PAGE 14, AND PART OF LOT 3, OF A SUBDIVISION OF PARTS OF LOTS C & D MID-MISSOURI INDUSTRIAL PARK BLOCK 2, A REFERENCE BEING HAD TO THE BOONE COUNTY RECORDER OF DEEDS OFFICE IN PLAT BOOK 8, PAGE 36; SECTION 5, IN TOWNSHIP 48 NORTH, RANGE 12 WEST, IN THE CITY OF COLUMBIA, STATE OF MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PERMANENT DRAINAGE EASEMENT #1:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 501 OF MID-MISSOURI INDUSTRIAL PARK PLAT 5, A REFERENCE BEING HAD TO THE BOONE COUNTY RECORDER OF DEEDS OFFICE IN BOOK 3385, PAGE 136, SECTION 5; THENCE NORTH 69 DEGREES 03 MINUTES 06 SECONDS WEST (BASED ON THE "MISSOURI COORDINATE SYSTEM OF 1983", CENTRAL ZONE 2401, GRID NORTH AS DERIVED FROM THE MODOT VRS SYSTEM), ON THE SOUTH LINE OF SAID SUBJECT TRACT, 286.07 FEET; THENCE NORTH 20 DEGREES 56 MINUTES 54 SECONDS EAST, 65.00 FEET; THENCE NORTH 69 DEGREES 03 MINUTES 06 SECONDS WEST, ON A LINE 65- FEET NORTHEAST OF AND PARALLEL WITH SAID SOUTH LINE, 190.47 FEET TO THE EAST RIGHT-OF-WAY LINE OF SYLVAN LANE (60- FEET WIDE); THENCE NORTH 00 DEGREES 18 MINUTES 59 SECONDS WEST, 558.63 FEET; THENCE NORTHEASTWARDLY ON A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 39.11 FEET, A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 44 DEGREES 30 MINUTES 17 SECONDS EAST, 35.24 FEET; THENCE SOUTH 12 DEGREES 04 MINUTES 49 SECONDS WEST, 48.35 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 47 SECONDS EAST, 270.69 FEET; THENCE

SOUTH 02 DEGREES 33 MINUTES 17 SECONDS EAST, 190.87 FEET; THENCE SOUTH 78 DEGREES 34 MINUTES 32 SECONDS EAST, 217.07 FEET; THENCE NORTH 89 DEGREES 22 MINUTES 12 SECONDS EAST, 143.54 FEET; THENCE NORTH 48 DEGREES 23 MINUTES 27 SECONDS EAST, 38.94 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 13.17 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 25 SECONDS EAST, 290.68 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT DRAINAGE EASEMENT #1 CONTAINS 79,666 SQUARE FEET OR 1.823 ACRES, MORE OR LESS.

AND ALSO,

PERMANENT DRAINAGE EASEMENT #2:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 501 OF MID-MISSOURI INDUSTRIAL PARK PLAT 5, A REFERENCE BEING HAD TO THE BOONE COUNTY RECORDER OF DEEDS OFFICE IN BOOK 3385, PAGE 136, SECTION 5; THENCE NORTH 00 DEGREES 23 MINUTES 25 SECONDS WEST (BASED ON THE "MISSOURI COORDINATE SYSTEM OF 1983", CENTRAL ZONE 2401, GRID NORTH AS DERIVED FROM THE MODOT VRS SYSTEM), 189.30 FEET TO THE SOUTH LINE OF LOT 3, OF A SUBDIVISION OF PARTS OF LOTS C & D MID-MISSOURI INDUSTRIAL PARK BLOCK 2, A REFERENCE BEING HAD TO THE BOONE COUNTY RECORDER OF DEEDS OFFICE IN PLAT BOOK 8, PAGE 36; THENCE NORTH 89 DEGREES 27 MINUTES 29 SECONDS EAST, 100.23 FEET TO THE RIGHT OF WAY LINE OF CALVERT DRIVE (50 FEET), THENCE NORTHWARDLY ON A NON-TANGENT CURVE TO THE RIGHT WITH AN ARC DISTANCE OF 10.06 FEET, A RADIUS OF 50.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 04 DEGREES 37 MINUTES 38 SECONDS EAST, 10.04 FEET; THENCE SOUTH 89 DEGREES 27 MINUTES 29 SECONDS WEST, ON A LINE 10-FEET NORTHERLY OF AND PARALLEL WITH SAID SOUTH LINE, 54.08 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 27 MINUTES 29 SECONDS WEST, 39.03 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 25 SECONDS WEST, 91.18 FEET; THENCE SOUTH 23 DEGREES 35 MINUTES 12 SECONDS EAST, 99.09 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT DRAINAGE EASEMENT #2 CONTAINS 1,782 SQUARE FEET OR 0.041 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, CONDITIONS AND RESTRICTIONS OF RECORD.

This grant includes the right of the City of Columbia, Missouri, its officers, agents and employees, to cross Grantor's abutting land and enter upon said real estate at any time for the purpose of exercising any of the rights herein granted.

The Grantor warrants, that, subject to liens and encumbrances of record at the date of this easement, it is the owner of the above-described property, and has the right and authority to make and execute and it will defend this Grant of Easement.

IN WITNESS WHEREOF, the said Little Dixie/Deer Park Investment Company, LLC, has caused these presents to be signed by its authorized member(s) the day and year first written above.

Little Dixie/Deer Park Investment Company, LLC

By: _____
Thomas S. Bass, Manager

STATE OF)
)ss.
COUNTY OF)

On this _____ day of _____ in the year 20 ____ before me, a Notary Public in and for said state, personally appeared, Thomas S. Bass, who being by me duly sworn, acknowledged that he is the Manager of Little Dixie/Deer Park Investment Company, LLC, a limited liability company, and that said instrument was signed in behalf of said company and further acknowledged that he executed the same as a free act and deed for the purposes therein stated and that he has been granted the authority by said limited liability company to execute the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

Notary Public

EXHIBIT C TO CONTRACT FOR CONVEYANCES

8 TWM Drawings dated and labeled:

1/23/24 Exhibit "B" Sheet 1 of 3 Calvert Drive Stormwater & Sanitary Sewer Replacement

1/23/24 Exhibit "B" Detail A Sheet 2 of 3 Calvert Drive Stormwater & Sanitary Sewer Replacement

1/23/24 Exhibit "B" Detail B Sheet 3 of 3 Calvert Drive Stormwater & Sanitary Sewer Replacement

1/19/24 Exhibit "B" Sheet 1 of 5 Quail Drive Stormwater & Sanitary Sewer Replacement

1/19/24 Exhibit "B" Sheet 2 of 5 Quail Drive Stormwater & Sanitary Sewer Replacement

1/19/24 Exhibit "B" Sheet 3 of 5 Quail Drive Stormwater & Sanitary Sewer Replacement

1/19/24 Exhibit "B" Sheet 4 of 5 Quail Drive Stormwater & Sanitary Sewer Replacement

1/19/24 Exhibit "B" Sheet 5 of 5 Quail Drive Stormwater & Sanitary Sewer Replacement

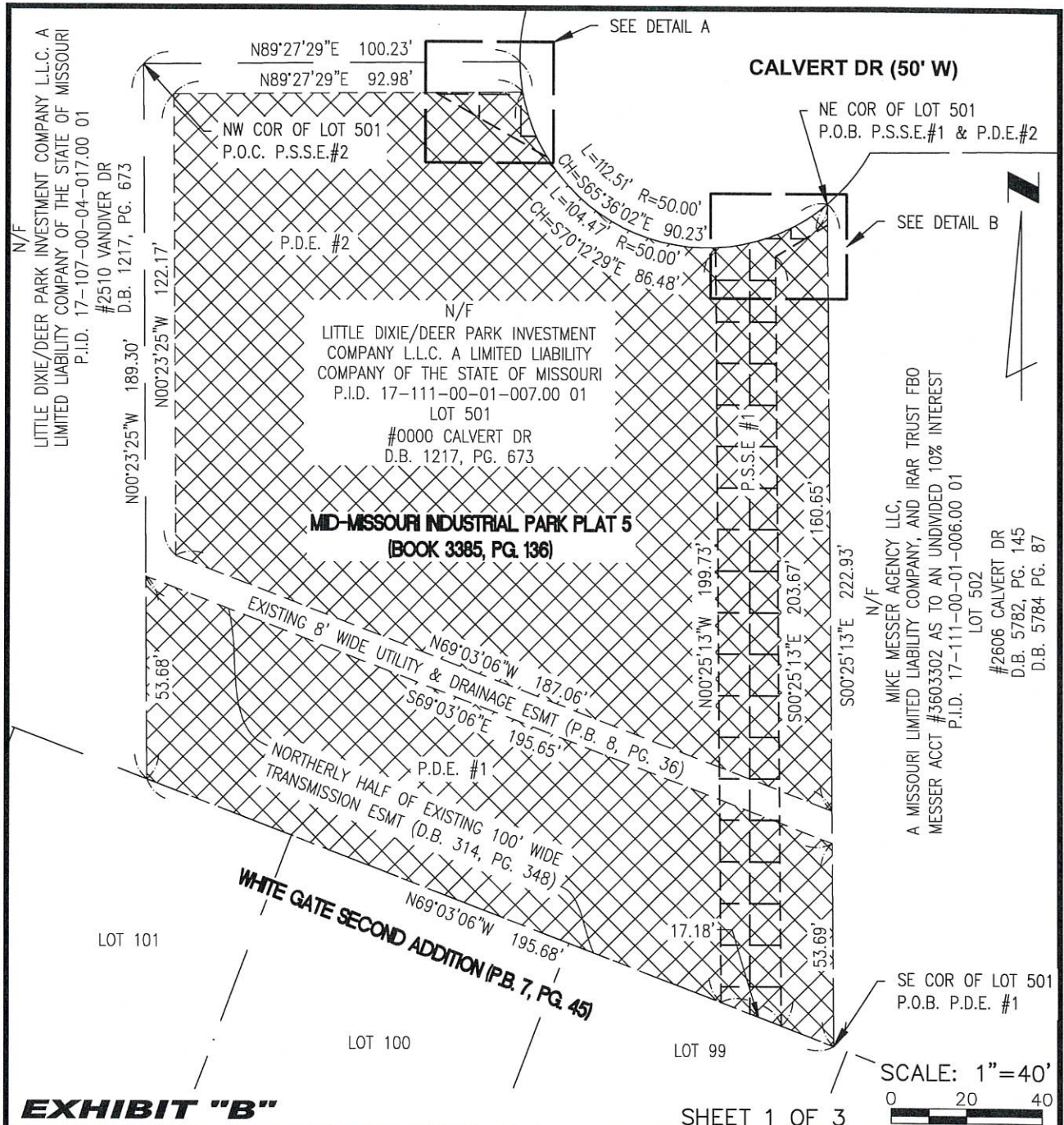
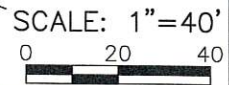


EXHIBIT "B"

SHEET 1 OF 3



CALVERT DRIVE STORMWATER & SANITARY SEWER REPLACEMENT
 PARCEL NO. 17-111-00-01-007.00 01

AREAS - 0000 CALVERT DRIVE	
TOTAL TRACT	37,618 SQ. FT
PERM. SANITARY SEWER ESMT #1	3,335 SQ. FT
PERM. SANITARY SEWER ESMT #2	187 SQ. FT
PERM. DRAINAGE ESMT #1	9,783 SQ. FT
PERM. DRAINAGE ESMT #2	24,501 SQ. FT



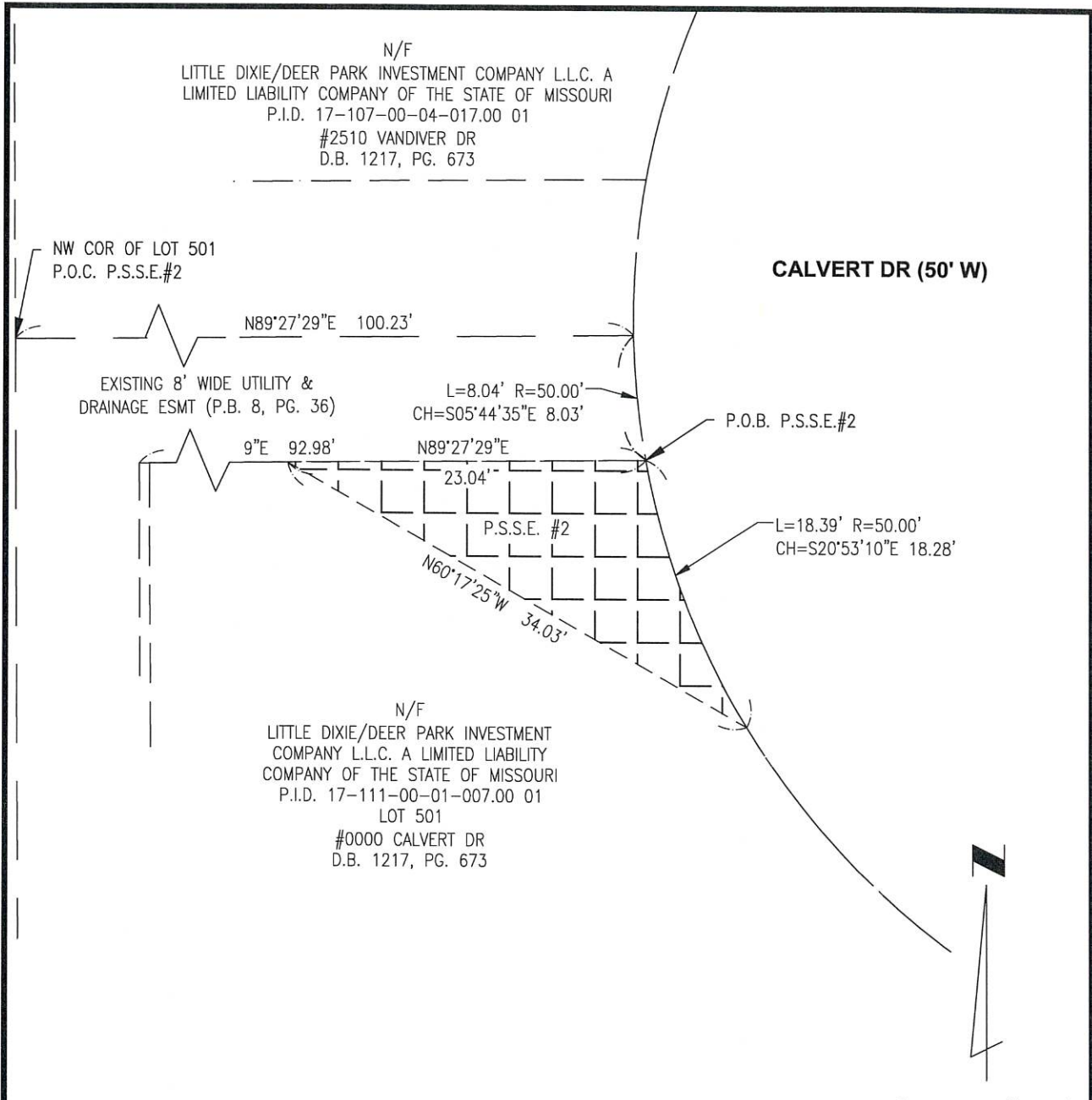
COLUMBIA MISSOURI OFFICE
 3316 LEMONE IND. BLVD. STE. #2
 COLUMBIA, MISSOURI
 ZIP 65201-8246
 TEL (573) 442-6474
 WWW.TWM-INC.COM

LEGEND

- RIGHT-OF-WAY LINE
- BOUNDARY LINE
- EXISTING ESMTS
- PERMANENT SANITARY SEWER ESMT (P.S.S.E.)
- PERMANENT DRAINAGE ESMT (P.D.E.)
- PERMANENT ACCESS ESMT (P.A.E.)
- TEMPORARY CONSTRUCTION ESMT (T.C.E.)
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT

NOTES

1. THIS EXHIBIT HAS BEEN PREPARED FOR THE SOLE PURPOSE OF OBTAINING EASEMENTS OVER THE PROPERTY SHOWN HEREON.
2. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY AND IS FOR DISPLAY PURPOSES ONLY



SCALE: 1"=10'
 0 5 10

EXHIBIT "B" - DETAIL A

SHEET 2 OF 3

CALVERT DRIVE STORMWATER & SANITARY SEWER REPLACEMENT
 PARCEL NO. 17-111-00-01-007.00 01

AREAS - 0000 CALVERT DRIVE	
TOTAL TRACT	37,618 SQ. FT
PERM. SANITARY SEWER ESMT #1	3,335 SQ. FT
PERM. SANITARY SEWER ESMT #2	187 SQ. FT
PERM. DRAINAGE ESMT #1	9,783 SQ. FT
PERM. DRAINAGE ESMT #2	24,501 SQ. FT



COLUMBIA MISSOURI OFFICE
 3316 LEMONE IND. BLVD. STE. #2
 COLUMBIA, MISSOURI
 ZIP 65201-8246
 TEL (573) 442-6474
 WWW.TWM-INC.COM

LEGEND

	RIGHT-OF-WAY LINE
	BOUNDARY LINE
	EXISTING ESMTS
	PERMANENT SANITARY SEWER ESMT (P.S.S.E.)
	PERMANENT DRAINAGE ESMT (P.D.E.)
	PERMANENT ACCESS ESMT (P.A.E.)
	TEMPORARY CONSTRUCTION ESMT (T.C.E.)
	P.O.B. - POINT OF BEGINNING
	P.O.C. - POINT OF COMMENCEMENT

NOTES

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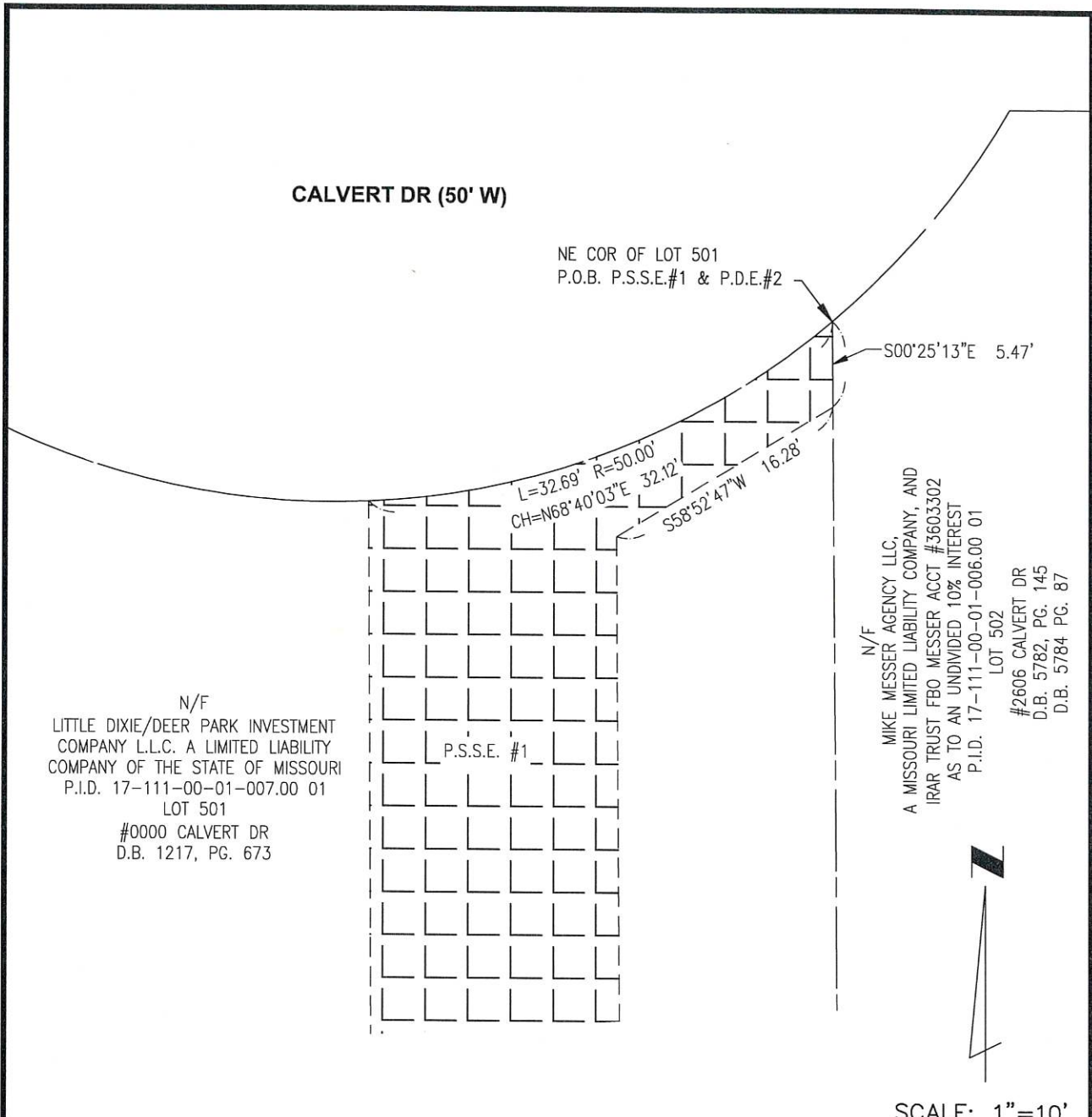


EXHIBIT "B" - DETAIL B

SHEET 3 OF 3



CALVERT DRIVE STORMWATER & SANITARY SEWER REPLACEMENT
PARCEL NO. 17-111-00-01-007.00 01

AREAS - 0000 CALVERT DRIVE	
TOTAL TRACT	37,618 SQ. FT
PERM. SANITARY SEWER ESMT #1	3,335 SQ. FT
PERM. SANITARY SEWER ESMT #2	187 SQ. FT
PERM. DRAINAGE ESMT #1	9,783 SQ. FT
PERM. DRAINAGE ESMT #2	24,501 SQ. FT



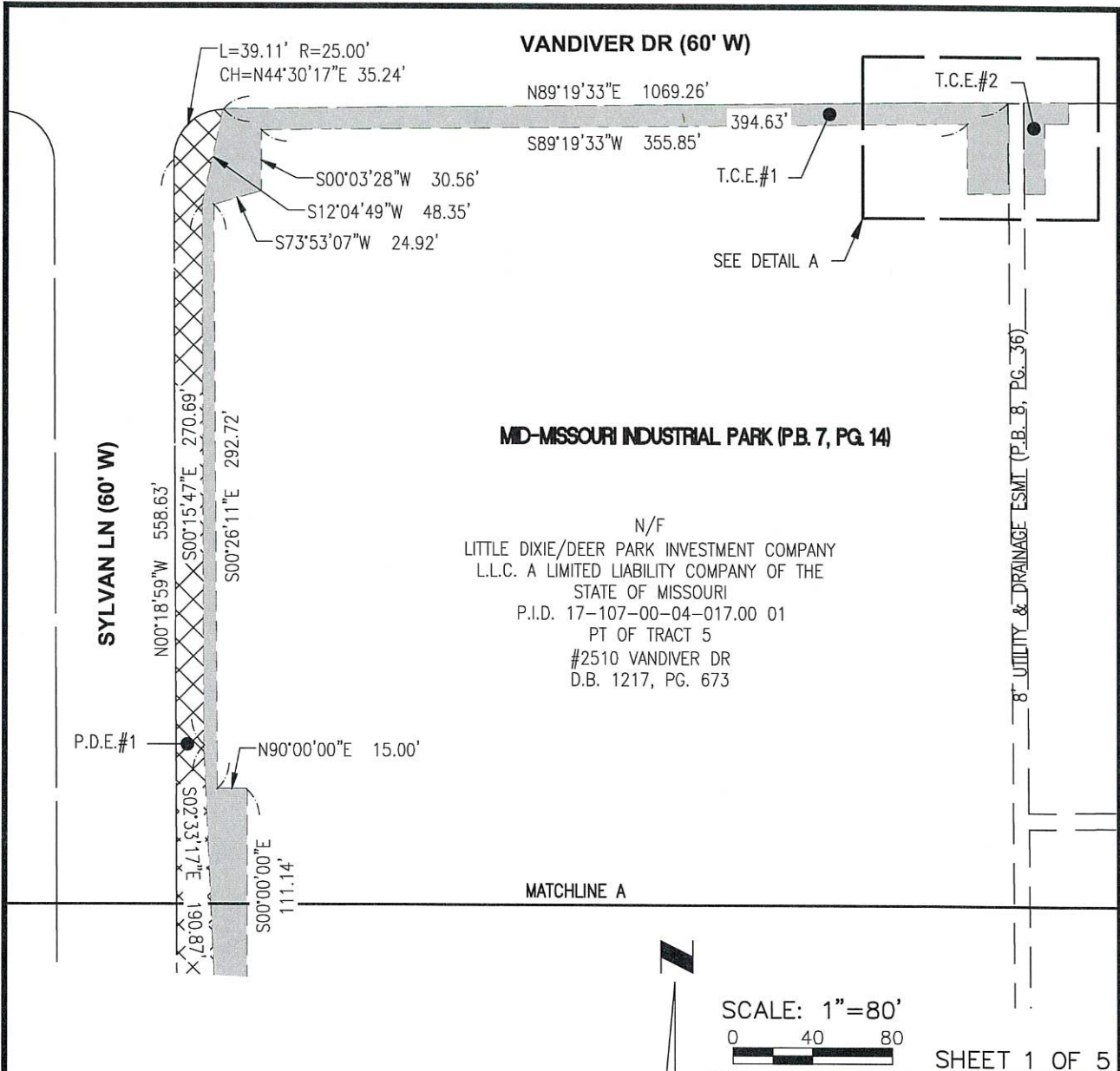
COLUMBIA MISSOURI OFFICE
3316 LEMONE IND. BLVD. STE. #2
COLUMBIA, MISSOURI
ZIP 65201-8246
TEL (573) 442-6474
WWW.TWM-INC.COM

LEGEND

- RIGHT-OF-WAY LINE
- BOUNDARY LINE
- EXISTING ESMTS
- PERMANENT SANITARY SEWER ESMT (P.S.S.E.)
- PERMANENT DRAINAGE ESMT (P.D.E.)
- PERMANENT ACCESS ESMT (P.A.E.)
- TEMPORARY CONSTRUCTION ESMT (T.C.E.)
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT

NOTES

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MD-MISSOURI INDUSTRIAL PARK (P.B. 7, PG. 14)

N/F
 LITTLE DIXIE/DEER PARK INVESTMENT COMPANY
 L.L.C. A LIMITED LIABILITY COMPANY OF THE
 STATE OF MISSOURI
 P.I.D. 17-107-00-04-017.00 01
 PT OF TRACT 5
 #2510 VANDIVER DR
 D.B. 1217, PG. 673

SCALE: 1"=80'
 0 40 80

SHEET 1 OF 5

EXHIBIT "B"

QUAIL DRIVE STORMWATER & SANITARY SEWER REPLACEMENT
 PARCEL NO. 17-107-00-04-017.00 01



COLUMBIA MISSOURI OFFICE
 3316 LEMONE IND. BLVD. STE. #2
 COLUMBIA, MISSOURI
 ZIP 65201-8246
 TEL (573) 442-6474
 WWW.TWM-INC.COM

LEGEND

	RIGHT-OF-WAY LINE
	BOUNDARY LINE
	EXISTING ESMTS
	PERMANENT SANITARY SEWER ESMT (P.S.S.E.)
	PERMANENT DRAINAGE ESMT (P.D.E.)
	PERMANENT ACCESS ESMT (P.A.E.)
	TEMPORARY CONSTRUCTION ESMT (T.C.E.)
	P.O.B. - POINT OF BEGINNING
	P.O.C. - POINT OF COMMENCEMENT

AREAS - 2510 VANDIVER	
TOTAL TRACT	718,465 SQ. FT
PERM. SANITARY SEWER ESMT	1,016 SQ. FT
PERM. ACCESS ESMT	2,609 SQ. FT
PERM. DRAINAGE ESMT#1	79,666 SQ. FT
PERM. DRAINAGE ESMT#2	1,782 SQ. FT
TEMP. CONSTRUCTION ESMT#1	25,641 SQ. FT
TEMP. CONSTRUCTION ESMT#2	603 SQ. FT
TEMP. CONSTRUCTION ESMT#3	9,254 SQ. FT
TEMP. CONSTRUCTION ESMT#4	6,428 SQ. FT
TEMP. CONSTRUCTION ESMT#5	2,521 SQ. FT

NOTES

1. THIS EXHIBIT HAS BEEN PREPARED FOR THE SOLE PURPOSE OF OBTAINING EASEMENTS OVER THE PROPERTY SHOWN HEREON.
2. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY AND IS FOR DISPLAY PURPOSES ONLY

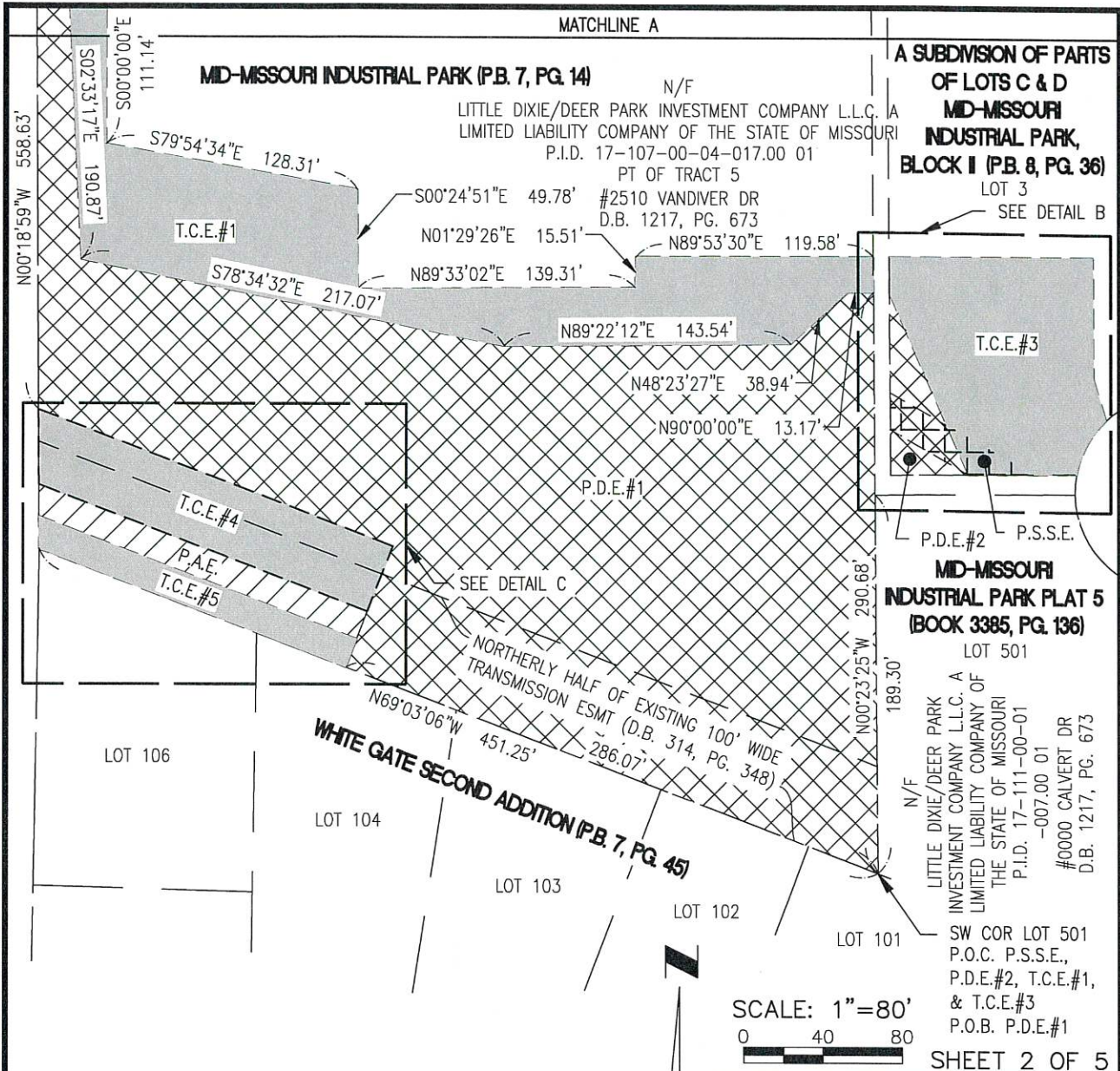


EXHIBIT "B"

QUAIL DRIVE STORMWATER & SANITARY SEWER REPLACEMENT
PARCEL NO. 17-107-00-04-017.00 01



COLUMBIA MISSOURI OFFICE
3316 LEMONE IND. BLVD. STE. #2
COLUMBIA, MISSOURI
ZIP 65201-8246
TEL (573) 442-6474
WWW.TWM-INC.COM

LEGEND

— RIGHT-OF-WAY LINE
— BOUNDARY LINE
— EXISTING ESMTS

▨ PERMANENT SANITARY SEWER ESMT (P.S.S.E.)
▩ PERMANENT DRAINAGE ESMT (P.D.E.)
▧ PERMANENT ACCESS ESMT (P.A.E.)
▭ TEMPORARY CONSTRUCTION ESMT (T.C.E.)

P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT

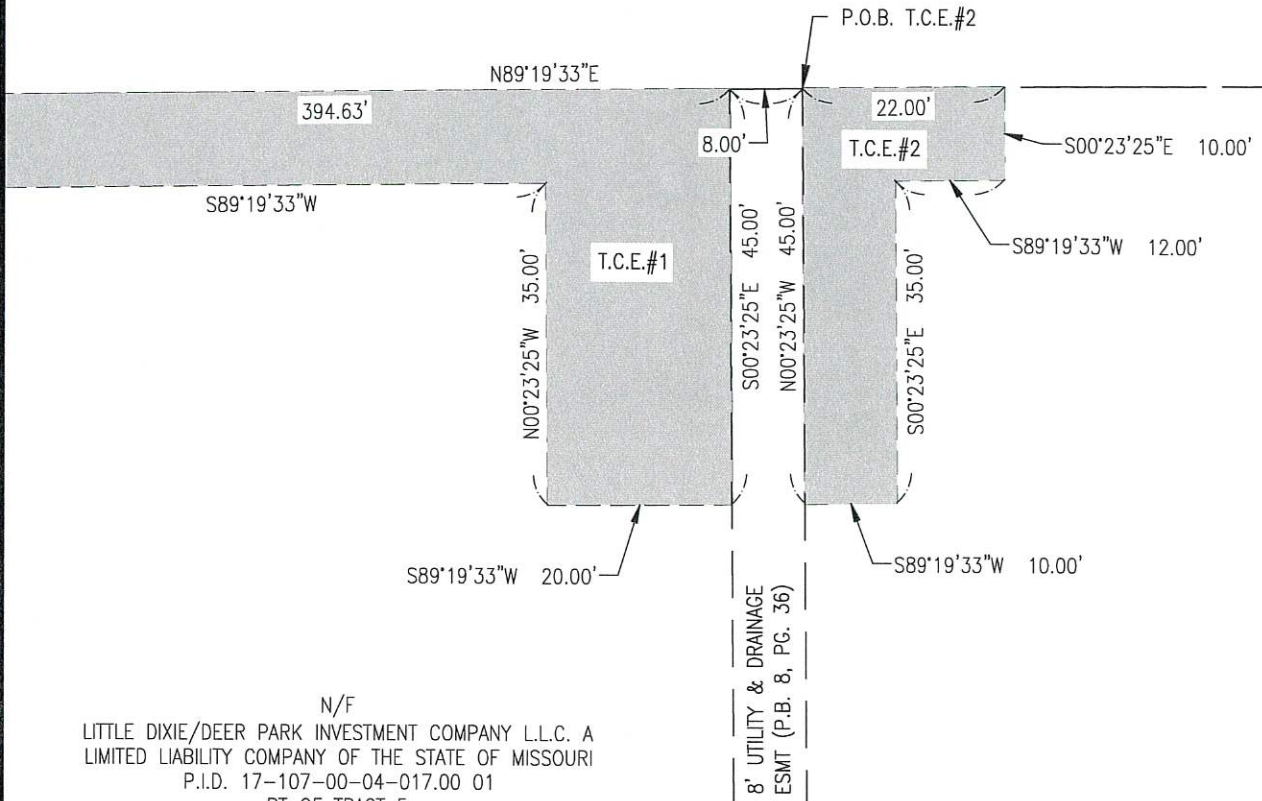
AREAS - 2510 VANDIVER	
TOTAL TRACT	718,465 SQ. FT
PERM. SANITARY SEWER ESMT	1,016 SQ. FT
PERM. ACCESS ESMT	2,609 SQ. FT
PERM. DRAINAGE ESMT#1	79,666 SQ. FT
PERM. DRAINAGE ESMT#2	1,782 SQ. FT
TEMP. CONSTRUCTION ESMT#1	25,641 SQ. FT
TEMP. CONSTRUCTION ESMT#2	603 SQ. FT
TEMP. CONSTRUCTION ESMT#3	9,254 SQ. FT
TEMP. CONSTRUCTION ESMT#4	6,428 SQ. FT
TEMP. CONSTRUCTION ESMT#5	2,521 SQ. FT

NOTES

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2. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY AND IS FOR DISPLAY PURPOSES ONLY

VANDIVER DR (60' W)



N/F
 LITTLE DIXIE/DEER PARK INVESTMENT COMPANY L.L.C. A
 LIMITED LIABILITY COMPANY OF THE STATE OF MISSOURI
 P.I.D. 17-107-00-04-017.00 01
 PT OF TRACT 5
 #2510 VANDIVER DR
 D.B. 1217, PG. 673

SCALE: 1"=20'



SHEET 3 OF 5

EXHIBIT "B" - DETAIL A

QUAIL DRIVE STORMWATER & SANITARY SEWER REPLACEMENT
 PARCEL NO. 17-107-00-04-017.00 01

COLUMBIA MISSOURI OFFICE
 3316 LEMONE IND. BLVD. STE. #2
 COLUMBIA, MISSOURI
 ZIP 65201-8246
 TEL (573) 442-6474
 WWW.TWM-INC.COM

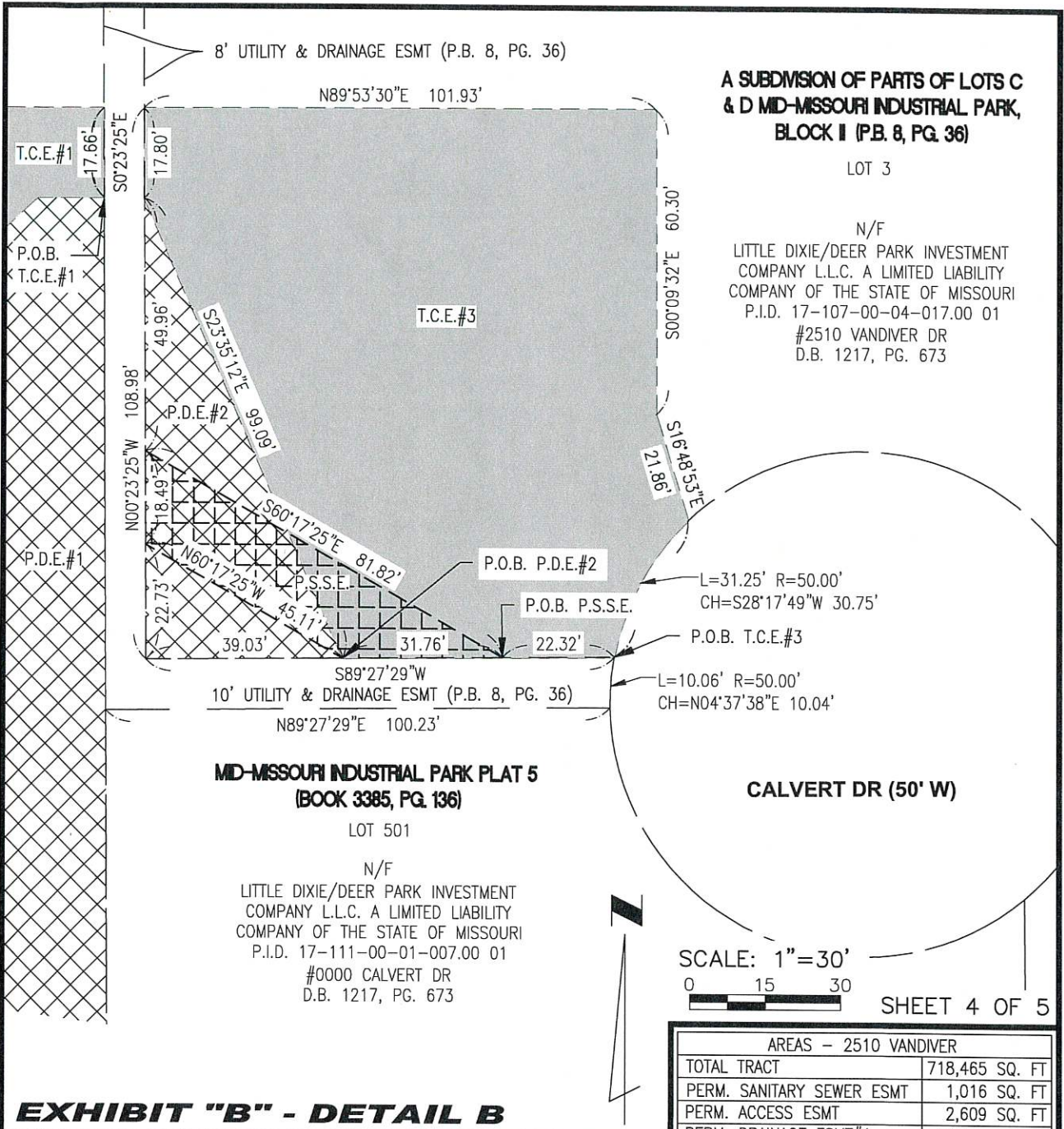
LEGEND

	RIGHT-OF-WAY LINE
	BOUNDARY LINE
	EXISTING ESMTS
	PERMANENT SANITARY SEWER ESMT (P.S.S.E.)
	PERMANENT DRAINAGE ESMT (P.D.E.)
	PERMANENT ACCESS ESMT (P.A.E.)
	TEMPORARY CONSTRUCTION ESMT (T.C.E.)
	P.O.B. - POINT OF BEGINNING
	P.O.C. - POINT OF COMMENCEMENT

AREAS - 2510 VANDIVER	
TOTAL TRACT	718,465 SQ. FT
PERM. SANITARY SEWER ESMT	1,016 SQ. FT
PERM. ACCESS ESMT	2,609 SQ. FT
PERM. DRAINAGE ESMT#1	79,666 SQ. FT
PERM. DRAINAGE ESMT#2	1,782 SQ. FT
TEMP. CONSTRUCTION ESMT#1	25,641 SQ. FT
TEMP. CONSTRUCTION ESMT#2	603 SQ. FT
TEMP. CONSTRUCTION ESMT#3	9,254 SQ. FT
TEMP. CONSTRUCTION ESMT#4	6,428 SQ. FT
TEMP. CONSTRUCTION ESMT#5	2,521 SQ. FT

NOTES

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2. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY AND IS FOR DISPLAY PURPOSES ONLY



A SUBMISION OF PARTS OF LOTS C & D MID-MISSOURI INDUSTRIAL PARK, BLOCK II (P.B. 8, PG. 36)

LOT 3

N/F

LITTLE DIXIE/DEER PARK INVESTMENT COMPANY L.L.C. A LIMITED LIABILITY COMPANY OF THE STATE OF MISSOURI
P.I.D. 17-107-00-04-017.00 01
#2510 VANDIVER DR
D.B. 1217, PG. 673

MD-MISSOURI INDUSTRIAL PARK PLAT 5
(BOOK 3385, PG. 136)

LOT 501

N/F

LITTLE DIXIE/DEER PARK INVESTMENT COMPANY L.L.C. A LIMITED LIABILITY COMPANY OF THE STATE OF MISSOURI
P.I.D. 17-111-00-01-007.00 01
#0000 CALVERT DR
D.B. 1217, PG. 673

CALVERT DR (50' W)

EXHIBIT "B" - DETAIL B

QUAIL DRIVE STORMWATER & SANITARY SEWER REPLACEMENT
PARCEL NO. 17-107-00-04-017.00 01



COLUMBIA MISSOURI OFFICE
3316 LEMONE IND. BLVD. STE. #2
COLUMBIA, MISSOURI
ZIP 65201-8246
TEL (573) 442-6474
WWW.TWM-INC.COM

LEGEND

- RIGHT-OF-WAY LINE
- BOUNDARY LINE
- EXISTING ESMTS
- [Cross-hatched] PERMANENT SANITARY SEWER ESMT (P.S.S.E.)
- [Diagonal lines] PERMANENT DRAINAGE ESMT (P.D.E.)
- [Diagonal lines] PERMANENT ACCESS ESMT (P.A.E.)
- [Stippled] TEMPORARY CONSTRUCTION ESMT (T.C.E.)
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT

AREAS - 2510 VANDIVER	
TOTAL TRACT	718,465 SQ. FT
PERM. SANITARY SEWER ESMT	1,016 SQ. FT
PERM. ACCESS ESMT	2,609 SQ. FT
PERM. DRAINAGE ESMT#1	79,666 SQ. FT
PERM. DRAINAGE ESMT#2	1,782 SQ. FT
TEMP. CONSTRUCTION ESMT#1	25,641 SQ. FT
TEMP. CONSTRUCTION ESMT#2	603 SQ. FT
TEMP. CONSTRUCTION ESMT#3	9,254 SQ. FT
TEMP. CONSTRUCTION ESMT#4	6,428 SQ. FT
TEMP. CONSTRUCTION ESMT#5	2,521 SQ. FT

NOTES

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2. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY AND IS FOR DISPLAY PURPOSES ONLY

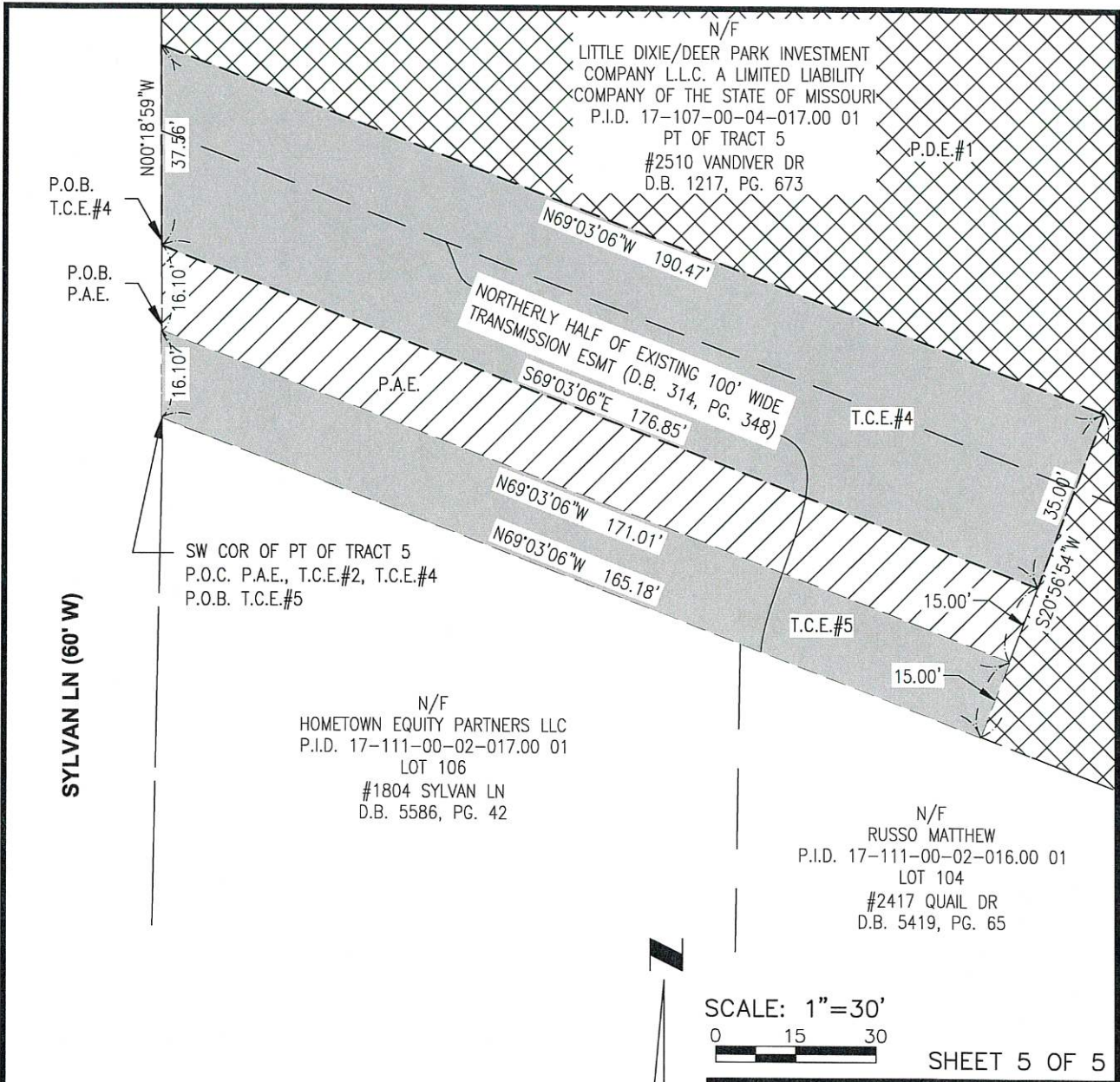


EXHIBIT "B" - DETAIL C

QUAIL DRIVE STORMWATER & SANITARY SEWER REPLACEMENT
PARCEL NO. 17-107-00-04-017.00 01

TWM

COLUMBIA MISSOURI OFFICE
3316 LEMONE IND. BLVD. STE. #2
COLUMBIA, MISSOURI
ZIP 65201-8246
TEL (573) 442-6474
WWW.TWM-INC.COM

LEGEND

— RIGHT-OF-WAY LINE
— BOUNDARY LINE
— EXISTING ESMTS

PERMANENT SANITARY SEWER ESMT (P.S.S.E.)
PERMANENT DRAINAGE ESMT (P.D.E.)
PERMANENT ACCESS ESMT (P.A.E.)
TEMPORARY CONSTRUCTION ESMT (T.C.E.)

P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT

AREAS - 2510 VANDIVER

TOTAL TRACT	718,465 SQ. FT
PERM. SANITARY SEWER ESMT	1,016 SQ. FT
PERM. ACCESS ESMT	2,609 SQ. FT
PERM. DRAINAGE ESMT#1	79,666 SQ. FT
PERM. DRAINAGE ESMT#2	1,782 SQ. FT
TEMP. CONSTRUCTION ESMT#1	25,641 SQ. FT
TEMP. CONSTRUCTION ESMT#2	603 SQ. FT
TEMP. CONSTRUCTION ESMT#3	9,254 SQ. FT
TEMP. CONSTRUCTION ESMT#4	6,428 SQ. FT
TEMP. CONSTRUCTION ESMT#5	2,521 SQ. FT

NOTES

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2. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY AND IS FOR DISPLAY PURPOSES ONLY

EXHIBIT D TO CONTRACT FOR CONVEYANCES

A Civil Group, LLC Property Description – 2510 Vandiver Dr.

PROPERTY DESCRIPTION – 2510 VANDIVER DR.

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 48 NORTH, RANGE 12 WEST, CITY OF COLUMBIA, BOONE COUNTY, MISSOURI AND BEING PART OF TRACT 5 OF SURVEY RECORDED IN 324, PAGE 377, ALSO BEING PART OF LOT D AND C OF MID-MISSOURI INDUSTRIAL PARK BLOCK II RECORDED IN PLAT BOOK 8, PAGE 2, ALSO BEING ALL OF LOTS 1, 2, AND 3 OF A SUBDIVISION OF PARTS OF LOTS C AND D MID-MISSOURI INDUSTRIAL PARK BLOCK II RECORDED IN PLAT BOOK 8, PAGE 36, ALSO BEING THE TRACT DESCRIBED BY WARRANTY DEED RECORDED IN BOOK 1217, PAGE 673 OF THE BOONE COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH WEST CORNER OF SAID LOT D, ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF SYLVAN LANE, THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE NORTH, N 00°00'00"E, 652.31 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF VANDIVER DRIVE, N 89°39'00"E, 1094.97 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH ALONG THE WEST RIGHT-OF-WAY LINE OF NELWOOD DRIVE, S 00°04'00"E, 604.85 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE, WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF CALVERT DRIVE, S 89°40'55"W, 481.67 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 132.02 FEET, AND SAID CURVE HAVING A CHORD WHICH BEARS S 74°35'50"W, 96.88 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, WEST ALONG THE NORTH LINE OF LOT 501 OF MID-MISSOURI INDUSTRIAL PARK PLAT 5 RECORDED IN BOOK 3385, PAGE 136, S 89°52'00"W, 100.08 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH ALONG THE WEST LINE OF SAID LOT 501, S 00°04'00"E, 189.55 FEET; THENCE LEAVING SAID WEST LINE, NORTHWESTERLY ALONG THE SOUTH LINE OF SAID LOT D, N 68°42'00"W, 451.59 FEET TO THE POINT OF BEGINNING AND CONTAINING 16.49 ACRES.

* BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM NAD83(2011), EPOCH DATE 2010.00 CENTRAL ZONE, BY GPS OBSERVATIONS, USING MoDOT VRS NETWORK.

THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED, SEALED AND DATED.



A CIVIL GROUP, LLC
 MISSOURI LIMITED LIABILITY COMPANY
 3401 BROADWAY BUSINESS PARK CT
 SUITE 105
 COLUMBIA, MISSOURI 65203
 PH: (573) 817-5750

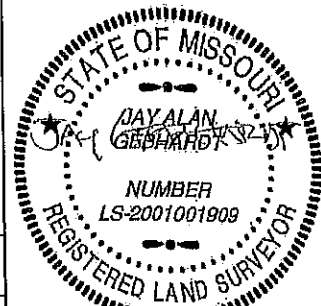
EXHIBIT A

JOB #: BASS23-01

MISSOURI PROFESSIONAL LAND SURVEYING
 CERTIFICATE OF AUTHORITY: 2001006115

PROJECT NAME/DESCRIPTION: PROPERTY DESCRIPTION FOR TRACT DESCRIBED BY WARRANTY DEED RECORDED IN BOOK 1217, PAGE 673

LOCATION: 2510 VANDIVER BOONE COUNTY, MISSOURI



JAY GEBHARDT
 LS-2001001909
 2024-09-03