(Space above reserved for Recorder of Deeds certification)

Document Recording Cover Sheet

1. ***Title of Document:*** DEVELOPMENT AGREEMENT
2. ***Date of Document:***
3. ***Grantor(s)/Party indexed as Grantor(s):*** Legacy Land Development, LLC, a Missouri limited liability company
4. ***Grantee(s)/Party indexed as Grantee(s):*** City of Columbia, Missouri
5. ***Mailing Address of Grantee or Party:*** City Clerk, City of Columbia, 701 E Broadway, Columbia, Missouri 65201
6. ***Legal Description:*** See Exhibit A
7. ***Reference Book and Page(s):***

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

DEVELOPMENT AGREEMENT

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

RECITALS

WHEREAS, Developer is the owner of a tract of land consisting of approximately 383 acres, more or less, located in the City of Columbia, and legally described on **Exhibit A attached hereto and incorporated herein by this reference** (the "Subject Property"); and

WHEREAS, on or about _____, 2022, the City approved an Application for the Rezoning of the Subject Property and a Preliminary Plat of the Subject Property known as the Legacy Farms Preliminary Plat which is attached hereto as **Exhibit B and incorporated herein by this reference (the "Preliminary Plat")**; and

WHEREAS, Developer desires to develop the Subject Property for residential and commercial uses. The Subject Property was rezoned from 383 acres, more or less, of A (Agricultural) to 313.08 acres of R-1 (One-family Dwelling), 64.73 acres of R-MF (Multi-family Dwelling) and 5.46 acres of M-N (Mixed Use-Neighborhood); and

WHEREAS, when fully developed, the Subject Property is anticipated to be subdivided and developed into approximately four hundred ninety-five (495) lots for single-family housing units, five (5) lots for multi-family housing, three (3) lots of mixed use-neighborhood commercial, and various common lots as shown in the Preliminary Plat attached as **Exhibit B**; and

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

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

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

2. **Developer's Obligations**.

a) Sinclair Road.

i. Developer will dedicate right of way for Sinclair Road to provide a width of no less than thirty-eight feet (38') when measured westward from the existing centerline of Sinclair Road, as shown in the Preliminary Plat. The centerline of Sinclair Road is legally described on **Exhibit C**, attached hereto and incorporated herein by this reference. The right of way for Sinclair Road may be dedicated in phases. As the exterior lots closest to Sinclair Road are platted in a final plat(s), the final plat(s) shall contain the dedication of that Sinclair Road right of way adjacent to the exterior lots contained in such final plat(s). Provided however, the City may, in its sole discretion, require the Developer to dedicate such right of way by recorded easement in advance of the development of any other phase and Developer shall comply with such request without receiving any compensation for such dedication.

ii. Developer will grade an eight-foot (8') shoulder along the west side of Sinclair Road, measured from the west edge of the existing pavement along Sinclair Road provided, however, Developer shall not be required to grade an eight-foot (8') shoulder on Lot 498 (defined and descried below, that City will acquire from Developer). Such shoulder shall be seeded and mulched in order to establish vegetative cover and eliminate erosion. The shoulder grading adjacent to Sinclair Road shall occur as the adjacent exterior lots are included and platted in a final plat(s). The shoulder grading shall be completed prior to the acceptance of the street infrastructure within the same final plat(s) as the exterior lots. Notwithstanding anything contained herein to the contrary, after a minimum of 225 R-1 (One-family Dwelling) zoned lots have been approved for final platting, the City may, in its sole discretion, require the developer to grade the eight-foot (8') shoulder required by this subsection along the entire frontage of Sinclair Road adjacent to the Subject Property (excluding the frontage along Lot 498).

iii. Developer will construct, or shall cause to be constructed, an eight-foot (8') wide pedway along Sinclair Road, as depicted on the Preliminary Plat, provided, however, Developer shall not be required to construct an eight-foot (8') wide pedway along Sinclair Road on Lot 498 (defined and

descried below, that City will acquire from Developer). The pedway may be constructed in phases as part of the improvements subject to performance contracts associated with final plats containing lots adjacent to the Sinclair Road right of way. Notwithstanding anything contained herein to the contrary, after 225 R-1 (One-family Dwelling) zoned lots have been approved for final platting, the City may, in its sole discretion, require the developer to construct the eight-foot (8') pedway required by this subsection along the entire frontage of Sinclair Road adjacent to the Subject Property (excluding the frontage along Lot 498).

b) Traffic Impact Study Improvements. Developer will construct the following improvements identified in the December 15, 2021 Traffic Impact Study by CBB Transportation Engineers + Planners, which is attached hereto as **Exhibit D (the "Traffic Study")**. Design for the public improvements described in the Traffic Study shall be prepared by the Developer and approved by the City before construction may begin on any such improvements. All improvements listed below must be completed by Developer, at Developer's expense, by August 1, 2025:

i. Construct a single-lane roundabout not less than 135 feet in diameter as measured from the outside curb of the roundabout at the intersection of Southampton Drive/Proposed Center Drive and Sinclair Road.

ii. Construct southbound right-turn lanes on Sinclair Road at the intersections of the proposed Needle Rush Drive and the proposed Crabapple Lane connections.

c) Conveyance of Lot 498. Pursuant to the additional terms set forth in section (3) below, Developer will convey Lot 498, consisting of approximately seventeen (17) acres, more or less, of real estate as generally depicted on the Preliminary Plat as Lot 498 and as legally described in **Exhibit E** attached hereto and incorporated herein by this reference ("**Lot 498**"), to the City for no additional monetary consideration. The Developer will final plat and convey Lot 498 to the City on or before December 31, 2022. In exchange and consideration for the conveyance of Lot 498, Developer will not be required to construct or contribute financially or otherwise to the following public improvements which would otherwise be required by Developer as a condition of approval of any final plat for the Subject Property as set forth below:

i. Future roundabout or other intersection improvements at Sinclair Road/Nifong Blvd (single-lane to double-lane);

ii. Construction of a future roundabout or other intersection improvements at Southampton Drive/Bethel Road;

iii. Construction of a future roundabout or other intersection improvements construction at Southampton Drive/Forum Blvd; and

iv. Extension of Southampton Drive from the west property line to a point 950 feet east of the west property line, as generally depicted on the Preliminary Plat. This portion of Southampton Drive includes roadway that would be a part of a major drainage structure, and also roadway that would not be a part of major drainage structure. Developer shall design, grade and construct that portion of Southampton Drive starting at a point 950 feet east of the west property line, to the intersection of Southampton Drive and Sinclair Road. At the west end of that portion of Southampton Drive that Developer shall be responsible for constructing, Developer shall construct a temporary cul de sac or turnaround facility meeting Columbia Fire Department standards for such temporary facilities and shall dedicate such necessary interest in land to the City. Although the turnaround facility is described as "temporary", the City has no project in its Capital Improvement Plan to construct the major drainage structure contemplated herein and, as a result, the roadway surface of any such temporary turnaround facility shall be constructed to current street construction standards.

The parties acknowledge and agree that Developer shall not be required to incur any obligation, monetary or otherwise, related, directly or indirectly, including but not limited to any part of a benefit assessment project, for construction of the improvements referred to in Section 2(c)(i), (ii), or (iii) as a condition for any approval relating to the development of the Subject Property as shown in the Preliminary Plat as currently zoned that would otherwise be required Developer, or its successors or assigns, or for any other reason except as hereafter provided. Nothing contained herein shall prohibit the City from requiring Developer to make additional incremental contributions to public infrastructure caused by any increase in the residential units proposed by Developer or future change in zoning that is not accounted for in the Traffic Study. City acknowledges and agrees that the development of the Subject Property as shown in the Preliminary Plat by Developer, or its successors or assigns, including final platting, shall not be delayed or conditioned upon completion of the improvements referred to in Section 2(c)(i), (ii), or (iii). Nothing contained herein shall obligate the City to construct or contribute financially to any of the aforementioned public improvements at any time in the future.

d) Sinclair Road Pedestrian Crossing. Developer will design and construct at its sole expense a pedestrian crossing on Sinclair Road between the Subject Property and the Columbia Public Schools sites located on the east side of Sinclair Road. Developer will design and construct the pedestrian crossing infrastructure

no later than August 1, 2024. Construction plans for the crossing infrastructure will be submitted to the City for review and approval.

3. **Conveyance of Lot 498 – Additional Terms.** City and Developer further agree to the following terms and conditions regarding the conveyance of Lot 498 from the Developer to the City:

(a) Developer shall at Developer's expense have Lot 498 platted into a legal lot acceptable to City. City and Developer acknowledge that minor adjustments to the boundary of Lot 498 may be necessary prior to final platting. City and Developer further agree that any easements or other instruments executed by an owner of Lot 498 (and approved by City along with a preliminary or final plat of Lot 498) including, but not limited to, easements required for continued ingress and egress and utility easements over the Subject Property, shall become Permitted Exceptions for purposes of Section 3(c) below.

(b) Lot 498 shall be conveyed by special warranty deed and shall provide merchantable fee title of record free and clear of all liens and encumbrances except the Permitted Exceptions, defined below. For purposes of title, merchantable title shall be defined by the Missouri Bar Title Examination Standards and any objections must conform to those standards.

(c) City acknowledges that it has obtained and reviewed the title insurance commitment for Lot 498 attached hereto as **Exhibit F** and incorporated herein by this reference (the "Commitment") issued by Boone Central Title Company ("Title Company"), in which the Title Company has committed that, upon delivery and recording of the Developer's special warranty deed conveying Lot 498 to City as provided for herein, Title Company will issue a policy of owner's title insurance insuring City's fee simple title to Lot 498, subject only to real estate taxes for the year of the Closing and any deeds of trust to be released at closing on the transfer of Lot 498 from Developer to City, and certain easements and conditions of record (the "Permitted Exceptions"). Developer covenants not to further encumber Lot 498 after the date of the Commitment other than easements and other matters approved by the City in the process of developing the Subject Property. Within 30 days of the Effective Date, Developer shall provide City with an updated title insurance commitment for Lot 498 (the "Updated Commitment") and City shall have 30 days from the actual receipt of the Updated Commitment to examine title and make any objections to any changes between the date of the Commitment and the date of the Updated Commitment. In the event City notifies Developer of a title objection, Developer shall have sixty (60) days to remove the encumbrance or defect. If Developer is unable to do so by closing date, then City may terminate this Agreement and this Agreement shall be void. At Closing, Developer shall pay the cost to obtain the Commitment and Updated Commitment, if not already paid

for prior to closing, and shall pay the premium for issuance of a title insurance policy pursuant to the Commitment, and all cost for title searches and service fees.

(d) City acknowledges that City shall have, prior to Closing, thoroughly inspected all elements comprising Lot 498, and all factors related to its use and operation. City further acknowledges that at Closing City will acquire the Property in "AS IS" and "WHERE IS, WITH ALL FAULTS" condition and solely in reliance upon City's own inspection and examination without recourse to Developer.

(e) Developer represents it is not aware of any restrictive covenants affecting Lot 498 or any portion thereof, other than the Permitted Exceptions, nor any persons in the possession of Lot 498 other than Developer, nor any current options to purchase Lot 498.

(f) The conveyance shall be closed on or before December 31, 2022. The closing shall occur at the office of the Boone Central Title Company, 601 E. Broadway, Columbia, Missouri at which time title to the property shall be delivered to City and all monies and papers shall be delivered, transferred and exchanged.

(g) Possession of the property shall be delivered to City at closing.

(h) Developer shall pay all real estate taxes on Lot 498 for all years prior to the year in which the Closing occurs. All real estate taxes not yet due for the year in which the Closing occurs shall be prorated between the Developer and City through the date of the Closing. The proration of such taxes shall be based on the most recent tax bill if taxes or assessments for the year of Closing are unknown as of the date of the Closing. Developer's portion of said taxes shall be paid to the Boone County Collector at the time of closing.

(i) The parties agree to employ the Title Company as their closing agent and that Title Company closing fees shall be paid equally by the parties excluding the title commitment fee which shall be paid by the Developer.

(j) The parties agree there are no commissions being paid by either party relevant to this transaction.

4. **Construction and Bonding of Improvements.** Except as otherwise expressly indicated herein, all public improvements required under the regulations of the City or this Agreement must be constructed in accordance with the City's Street, Storm Sewer, and Sanitary Sewer Specifications and Standards, as may be amended, or any successor specifications and standards adopted by the City together with any final construction plans approved by the City prior to construction of such facilities. In connection with construction, the Developer shall be required to post bonds or other security as required by the city code. Developer is responsible for obtaining all necessary

easements to construct improvements related to Developer's development of the Subject Property.

5. **Phasing Plan**. If any development of the Subject Property, including final platting, will be phased, then a plan which generally describes the sequence of development of the Subject Property ("Phasing Plan") must be submitted to the Director of Community Development ("Director") concurrently with the first application for a Final Plat on the Subject Property. The Phasing Plan shall become final and binding upon Developer upon approval of the first Final Plat on the Subject Property. Thereafter, development and platting of the Subject Property shall occur in the sequence established in the Phasing Plan, and any amendments thereto. However, nothing contained in this paragraph shall be construed as precluding Developer from filing or developing more than one phase at a time. The Phasing Plan may not be amended except upon written approval of the Director, which shall not be unreasonably withheld, conditioned or delayed. .

6. **Recording**. The City shall record this Agreement in the office of the Boone County Recorder of Deeds at the cost and expense of the Developer.

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

8. **Contingencies.** This Agreement is contingent upon the conveyance of Lot 498 from Developer to City. In the event the City terminates this Agreement pursuant to the terms provided herein or Developer fails to convey Lot 498 to City due to Developer's default under the terms of this Agreement, the City may unilaterally terminate this Agreement and declare it to be void.

9. **Remedies**. The parties to this Agreement may, either in law or equity, by suit, action, mandamus or other proceedings in court, seek declaratory relief, enforce and compel specific performance of this Agreement provided that in no event will the City have any liability in damages, costs or any other monetary liability to Developer or any affiliate of Developer, any person claiming through Developer, or to their respective successors, assigns, heirs and personal representatives in respect of any suit, claim, or cause of action arising out of this Agreement or any of the actions or transactions contemplated herein.

10. **Third Party Actions**. Developer will have the right, but not the obligation to assume the costs of defense of any action or proceeding initiated by a third party challenging this Agreement, the zoning or rezoning of the Subject Property, or any other actions or transactions contemplated by this Agreement (including, without limitation, to

settle or compromise any claim or action for which Developer has assumed the defense) with counsel of Developer's choosing and the City and Developer agree that so long as no conflicts of interest exist between them, the same attorney or attorneys may simultaneously represent the City and Developer in any such proceeding. In no event will the City have any liability to Developer for damages or otherwise in the event that all or any part of this Agreement, or the approval of a zoning request or platting request, are declared invalid or unconstitutional in whole or in part by a final (as to which all rights of appeal have been exhausted or expired) judgment of a court of competent jurisdiction, and, in the event Developer elects not to assume such defense and costs, the City will have no obligation to defend or to assume the costs of defense of any such action.

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

If to the City:

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

If to Developer:

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

12. **Insurance**. Developer must provide, at its sole expense, and maintain during all times in which Developer is constructing public improvements pursuant to this Agreement commercial general liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by the City, with a rating by Best of not less than "A," that will protect the Developer, the City, and the City's officials, officers, and employees from claims which may arise from operations under this Agreement, whether such operations are by the Developer, its officers, directors, employees and agents, or any subcontractors of Developer. This liability insurance must include, but will not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting

from all Developer operations, products, services or use of automobiles, or construction equipment. The amount of insurance required herein must be in no event less than the individual and combined sovereign immunity limits established by § 537.610 RSMo. for political subdivisions; provided that nothing herein will be deemed to waive the City's sovereign immunity. An endorsement must be provided which states that the City is named as an additional insured and stating that the policy will not be canceled or materially modified so as to be out of compliance with the requirements of this Section, or not renewed without 30 days advance written notice of such event being given to the City.

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

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

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

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

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

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

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

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

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

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

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

CITY:
City of Columbia, Missouri

By: _____
De'Carlon Seewood, City Manager

Date: _____

ATTEST:

_____
Sheela Amin, City Clerk

Approved as to form:

_____
Nancy Thompson, City Counselor/rgt

On this _____ day of _____, 20__, before me appeared De'Carlon 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: _____.

DEVELOPER:

Legacy Land Development, LLC, a Missouri Limited Liability Company

By: _____

Name Printed:
_____

Date _____

STATE OF MISSOURI)
) SS
COUNTY OF BOONE)

On this _____ day of _____, 20___, before me appeared _____, to me personally known, who, being by me duly sworn did say that he or she is _____ of _____ and that said instrument was signed on behalf of said corporation, acknowledged said instrument to be the free act and deed of said corporation and that he or she executed the same for the purposes therein stated.

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

_____,
Notary Public

My commission expires: _____

EXHIBIT A
Legal Description Subject Property

DESCRIPTION SINCLAIR FARM – PRELIMINARY PLAT
FOR THE ROB HILL – LEGACY FARMS
JOB #140132

FEBRUARY 21, 2021

A TRACT OF LAND LOCATED IN THE WEST HALF SECTION 34 TOWNSHIP 48 NORTH, RANGE 13 WEST AND SECTION 3, TOWNSHIP 47 NORTH RANGE 13 WEST, COLUMBIA, BOONE COUNTY, MISSOURI AND BEING PART OF THE LAND SHOWN IN THE SURVEY RECORDED IN BOOK 1392, PAGE 982 AND DESCRIBED BY THE WARRANTY DEEDS RECORDED IN BOOK 88, PAGE 153 AND BOOK 152, PAGE 359 AND THE GUARDIANS DEED RECORDED IN BOOK 113, PAGE 235 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 3, AS SHOWN IN SAID SURVEY, AND WITH THE NORTH LINE OF SAID SECTION, S 83°32'05"E, 1371.48 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID NORTHWEST QUARTER OF SAID SECTION 34, AS SHOWN IN SAID SURVEY; THENCE LEAVING THE NORTH LINE OF SAID SECTION 3 AND WITH THE WEST LINE OF SAID SURVEY, N 1°25'15"E, 3566.59 FEET; THENCE N 1°29'55"E, 1047.87 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF COLUMBIA SCHOOL DISTRICT SUBDIVISION NUMBER 1, RECORDED IN PLAT BOOK 21, PAGE 97; THENCE LEAVING SAID WEST LINE AND WITH THE NORTH LINE OF SAID SURVEY AND THE SOUTH LINE OF SAID LOT 1, S 83°49'15"E, 1262.28 FEET; THENCE CONTINUING WITH THE LINES OF SAID SURVEY, S 6°42'05"W, 11.92 FEET; THENCE S 83°03'05"E, 82.14 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 34; THENCE WITH SAID EAST LINE OF THE NORTHWEST QUARTER, AS SHOWN IN SAID SURVEY RECORDED IN BOOK 1392, PAGE 982, S 1°30'30"W, 4607.63 FEET TO THE NORTH LINE OF SAID SECTION 3; THENCE LEAVING SAID EAST LINE AND WITH THE NORTH LINE OF SAID SECTION 3, N 83°32'05"W, 23.08 FEET TO THE NORTHWEST CORNER OF TRACT 3 OF THE SURVEY RECORDED IN BOOK 4803, PAGE 180; THENCE LEAVING THE NORTH LINE OF SAID SECTION AND WITH THE WEST LINE OF SAID SURVEY RECORDED IN BOOK 4803, PAGE 180, S 1°18'25"W, 2926.53 FEET; THENCE 597.92 FEET ALONG A 574.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD S 31°08'55"W, 571.25 FEET; THENCE S 60°59'25"W, 222.22 FEET; THENCE 350.83 FEET ALONG A 575.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD S 43°30'40"W, 345.42 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 3; THENCE WITH SAID SOUTH LINE, S 88°39'15"E, 4.84 FEET TO THE EAST LINE OF SAID SURVEY RECORDED IN BOOK 1392, PAGE 982; THENCE LEAVING SAID SOUTH LINE AND THE LINES OF SAID SURVEY RECORDED IN BOOK 4803, PAGE 180, AND WITH THE EAST LINE OF SAID SURVEY RECORDED IN BOOK 1392, PAGE 982, S 16°37'00"W, 651.17 FEET TO THE NORTHEAST CORNER OF THE SURVEY RECORDED IN BOOK 5356, PAGE 129; THENCE LEAVING THE LINES OF SAID SURVEY RECORDED IN BOOK 1392, PAGE 982 AND WITH THE NORTH LINE OF SAID SURVEY RECORDED IN BOOK 5356, PAGE 129, N 88°31'00"W, 1006.22

FEET TO THE EAST LINE OF ARROWHEAD LAKE ESTATES, PLAT 3 RECORDED IN PLAT BOOK 51, PAGE 84; THENCE LEAVING THE NORTH LINE OF SAID SURVEY AND WITH THE EAST LINE OF SAID ARROWHEAD LAKE ESTATES, N 1°28'10"E, 625.76 FEET TO THE NORTHEAST CORNER THEREOF; THENCE WITH THE NORTH LINE OF SAID ARROWHEAD LAKE ESTATES, N 88°39'15"W, 344.67 FEET; THENCE LEAVING SAID NORTH LINE, N 0°51'40"E, 745.03 FEET; THENCE N 88°39'15"W, 420.01 FEET TO THE WEST LINE OF SAID SECTION 3; THENCE WITH SAID WEST LINE, N 0°51'40"E, 3285.38 FEET TO THE POINT OF BEGINNING AND CONTAINING 383.38 ACRES.

BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM. (CENTRAL ZONE)

DAVID T. BUTCHER, PLS-2002014095

3/3/2022

DATE

STATE OF MISSOURI
DAVID THOMAS BUTCHER
NUMBER
PLS-2002014095
PROFESSIONAL LAND SURVEYOR

CROCKETT ENGINEERING CONSULTANTS 1000 W. Nifong Blvd. Building 1 Columbia, Missouri 65203 (573) 447-0292 www.crockettengineering.com	CORPORATE NUMBER 2000151304 DATE: 2/16/2021 PROJECT: 140132	SINCLAIR TRACT – LEGACY FARMS NW QUARTER, SECTION 34-48-13, AND NORTH AND WEST HALF OF SECTION 3-47-13 COLUMBIA, BOONE COUNTY, MISSOURI

EXHIBIT B
Legacy Farms Preliminary Plat

PRELIMINARY PLAT FOR

LEGACY FARMS

A MAJOR SUBDIVISION LOCATED IN SECTION 34, TOWNSHIP 48 NORTH, RANGE 13 WEST & THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 47 NORTH, RANGE 13 WEST.
COLUMBIA, BOONE COUNTY, MISSOURI
DECEMBER, 2021

LOCATION MAP

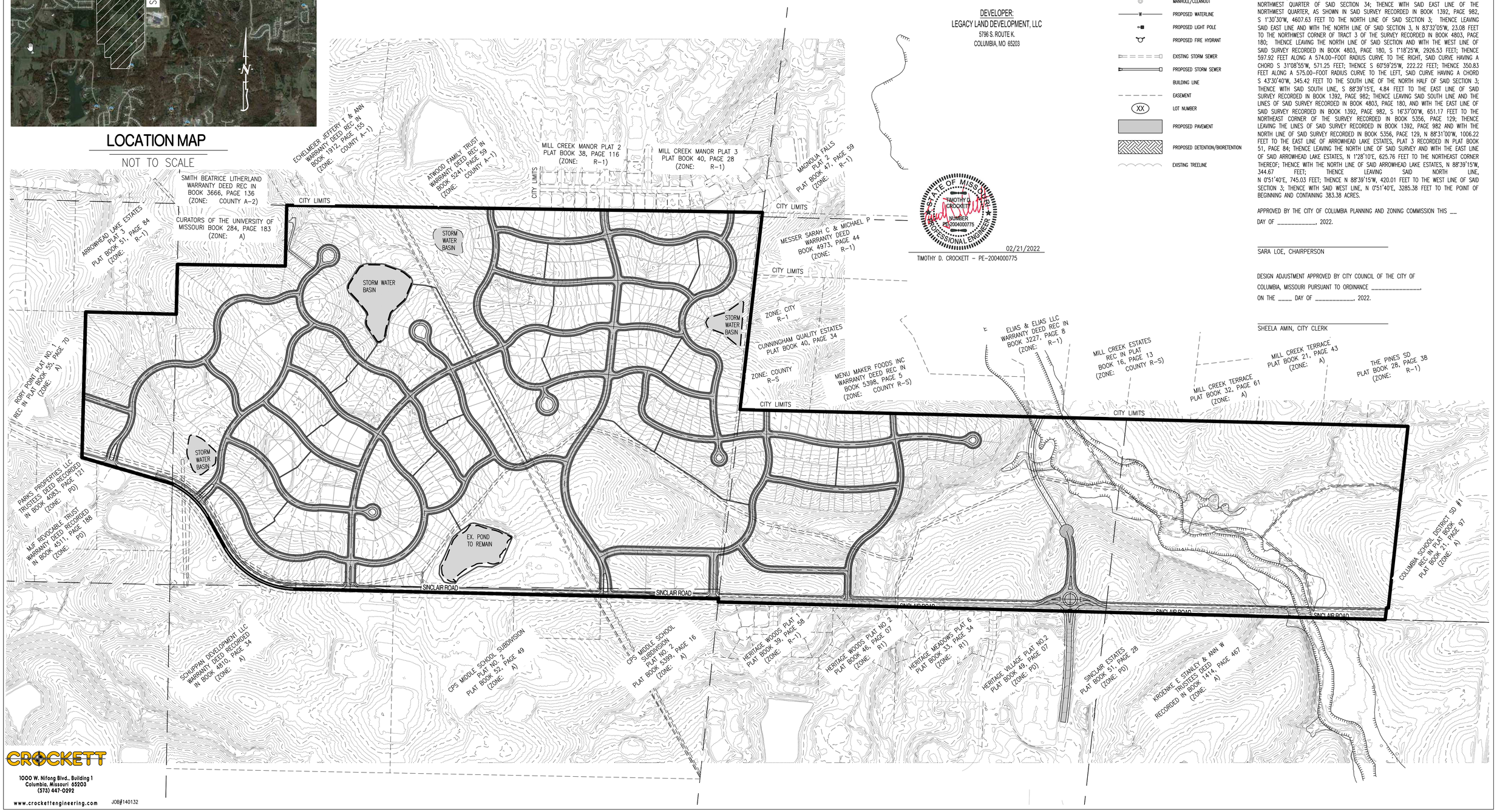
NOT TO SCALE

SCALE: 1"=300'

0 150 300 600

OWNER:
CURATORS OF THE UNIVERSITY OF MISSOURI
225 UNIVERSITY HALL
COLUMBIA, MO 65211

DEVELOPER:
LEGACY LAND DEVELOPMENT, LLC
5796 S. ROUTE K.
COLUMBIA, MO 65203



STATE OF MISSOURI
TIMOTHY D. CROCKETT
NUMBER
PE-2004000775
PROFESSIONAL ENGINEER

02/21/2022
TIMOTHY D. CROCKETT – PE-2004000775

LEGEND:

- EXISTING 2FT CONTOUR
- EXISTING 10FT CONTOUR
- CURB
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- MANHOLE/CLEANOUT
- PROPOSED WATERLINE
- PROPOSED LIGHT POLE
- PROPOSED FIRE HYDRANT
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- BUILDING LINE
- EASEMENT
- LOT NUMBER
- PROPOSED PAVEMENT
- PROPOSED DETENTION/BIORETENTION
- EXISTING TREELINE

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE WEST HALF SECTION 34 TOWNSHIP 48 NORTH, RANGE 13 WEST AND SECTION 3, TOWNSHIP 47 NORTH RANGE 13 WEST, COLUMBIA, BOONE COUNTY, MISSOURI AND BEING PART OF THE LAND SHOWN IN THE SURVEY RECORDED IN BOOK 1392, PAGE 982 AND DESCRIBED BY THE WARRANTY DEEDS RECORDED IN BOOK 88, PAGE 153 AND BOOK 152, PAGE 359 AND THE GUARDIANS DEED RECORDED IN BOOK 113, PAGE 235 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 3, AS SHOWN IN SAID SURVEY, AND WITH THE NORTH LINE OF SAID SECTION, S 83°32'05"E, 1371.48 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID NORTHWEST QUARTER OF SAID SECTION 34, AS SHOWN IN SAID SURVEY; THENCE LEAVING THE NORTH LINE OF SAID SECTION 3 AND WITH THE WEST LINE OF SAID SURVEY, N 1°25'15"E, 3566.59 FEET; THENCE N 1°29'55"E, 1047.87 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF COLUMBIA SCHOOL DISTRICT SUBDIVISION NUMBER 1, RECORDED IN PLAT BOOK 21, PAGE 97; THENCE LEAVING SAID WEST LINE AND WITH THE NORTH LINE OF SAID SURVEY AND THE SOUTH LINE OF SAID LOT 1, S 83°49'15"E, 1262.28 FEET; THENCE CONTINUING WITH THE LINES OF SAID SURVEY, S 6°42'05"W, 11.92 FEET; THENCE S 83°03'05"E, 82.14 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 34; THENCE WITH SAID EAST LINE OF THE NORTHWEST QUARTER, AS SHOWN IN SAID SURVEY RECORDED IN BOOK 1392, PAGE 982, S 1°30'30"W, 4607.63 FEET TO THE NORTH LINE OF SAID SECTION 3; THENCE LEAVING SAID EAST LINE AND WITH THE NORTH LINE OF SAID SECTION 3, N 83°32'05"W, 23.08 FEET TO THE NORTHWEST CORNER OF TRACT 3 OF THE SURVEY RECORDED IN BOOK 4803, PAGE 180; THENCE LEAVING THE NORTH LINE OF SAID SECTION AND WITH THE WEST LINE OF SAID SURVEY RECORDED IN BOOK 4803, PAGE 180, S 1°18'25"W, 2926.53 FEET; THENCE 597.92 FEET ALONG A 574.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD S 31°08'55"W, 571.25 FEET; THENCE S 60°59'25"W, 222.22 FEET; THENCE 350.83 FEET ALONG A 575.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD S 43°30'40"W, 345.42 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 3; THENCE WITH SAID SOUTH LINE, S 88°39'15"E, 4.84 FEET TO THE EAST LINE OF SAID SURVEY RECORDED IN BOOK 1392, PAGE 982; THENCE LEAVING SAID SOUTH LINE AND THE LINES OF SAID SURVEY RECORDED IN BOOK 4803, PAGE 180, AND WITH THE EAST LINE OF SAID SURVEY RECORDED IN BOOK 1392, PAGE 982, S 16°37'00"W, 651.17 FEET TO THE NORTHEAST CORNER OF THE SURVEY RECORDED IN BOOK 5356, PAGE 129; THENCE LEAVING THE LINES OF SAID SURVEY RECORDED IN BOOK 1392, PAGE 982 AND WITH THE NORTH LINE OF SAID SURVEY RECORDED IN BOOK 5356, PAGE 129, N 88°31'00"W, 1006.22 FEET TO THE EAST LINE OF ARROWHEAD LAKE ESTATES, PLAT 3 RECORDED IN PLAT BOOK 51, PAGE 84; THENCE LEAVING THE NORTH LINE OF SAID SURVEY AND WITH THE EAST LINE OF SAID ARROWHEAD LAKE ESTATES, N 1°28'10"E, 625.76 FEET TO THE NORTHEAST CORNER THEREOF; THENCE WITH THE NORTH LINE OF SAID ARROWHEAD LAKE ESTATES, N 88°39'15"W, 344.67 FEET; THENCE LEAVING SAID NORTH LINE, N 0°51'40"E, 745.03 FEET; THENCE N 88°39'15"W, 420.01 FEET TO THE WEST LINE OF SAID SECTION 3; THENCE WITH SAID WEST LINE, N 0°51'40"E, 3285.38 FEET TO THE POINT OF BEGINNING AND CONTAINING 383.38 ACRES.

APPROVED BY THE CITY OF COLUMBIA PLANNING AND ZONING COMMISSION THIS __ DAY OF _____, 2022.

_____
SARA LOE, CHAIRPERSON

DESIGN ADJUSTMENT APPROVED BY CITY COUNCIL OF THE CITY OF COLUMBIA, MISSOURI PURSUANT TO ORDINANCE _____, ON THE ____ DAY OF _____, 2022.

_____
SHEELA AMIN, CITY CLERK

CROCKETT
1000 W. Nifong Blvd., Building 1
Columbia, Missouri 65203
(573) 447-0292
www.crockettengineering.com
JOB#140132

PRELIMINARY PLAT FOR

LEGACY FARMS

A MAJOR SUBDIVISION LOCATED IN SECTION 34, TOWNSHIP 48 NORTH, RANGE 13 WEST & THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 47 NORTH, RANGE 13 WEST.
COLUMBIA, BOONE COUNTY, MISSOURI
DECEMBER, 2021

NOTES:

1. ALL PUBLIC SANITARY SEWER EXTENSIONS SHALL BE MINIMUM OF 8" DIAMETER. SEWERS NOT CONSTRUCTED ALONG FRONTS OF LOTS TO BE LOCATED WITHIN 16 FOOT WIDE EASEMENTS OR EASEMENTS EQUAL TO THE DEPTH OF THE SEWER IF SEWER IS GREATER THAN 16 FEET. NO SEWER TAPS WILL BE GREATER THAN 20 FEET.
2. A PORTION OF THIS TRACT IS LOCATED WITHIN A SPECIAL FLOOD HAZARD ZONE AE, AS DESCRIBED IN SECTION 29-2.3(d)(4)(i) OF THE CODE OF ORDINANCES AND SHOWN ON THE F.E.M.A. FIRM MAP PANEL #29019C0286E,29019C0270E AND 29019C0290E DATED APRIL 19, 2017.
3. THE STREET R/W SHALL BE 50 FOOT WIDE, UNLESS OTHERWISE NOTED.
4. NATURAL GAS DISTRIBUTION TO BE DESIGNED BY AMEREN.
5. WATER DISTRIBUTION TO BE DESIGNED BY THE CITY OF COLUMBIA WATER & LIGHT.
6. ELECTRIC DISTRIBUTION TO BE DESIGNED BY THE BOONE ELECTRIC COOPERATIVE.
7. LOT NUMBERS SHOWN ARE FOR INVENTORY PURPOSES ONLY.
8. THE PROPOSED ZONING OF THIS TRACT IS R-1, R-MF AND M-N.
9. THIS PLAT CONTAINS 383.38 ACRES.
10. A 5' SIDEWALK SHALL BE CONSTRUCTED ALONG BOTH SIDES OF ALL INTERNAL STREETS. THERE SHALL BE AN 8 FOOT PEDWAY ALONG THE WEST SIDE OF SINCLAIR ROAD. SAID PEDWAY SHALL BE CONSTRUCTED AT THE TIME OF EACH ADJACENT LOT IS BUILT ON.
11. REGULATED STREAM BUFFER EXISTS ON THIS TRACT OF AND REGULATED BY THE STREAM BUFFER REQUIREMENTS IN SECTION 12A-230, ARTICLE X OF THE CITY OF COLUMBIA CODE OF ORDINANCES AS SHOWN BY THE COLUMBIA USGS QUADRANGLE MAP.
12. LOT C1-C21 ARE COMMON LOTS AND ARE TO BE TRANSFERRED TO THE HOME OWNERS ASSOCIATION AND ARE TO BE USED FOR GREENSPACE, AMENITIES, SIGNAGE, SIDEWALKS, TRAILS AND/OR STORM WATER MANAGEMENT PURPOSES. THE HOME OWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR ALL MAINTENANCE OF SAID BMP'S. LOT C6 IS INTENDED TO BE USED FOR SWIMMING POOL, PLAYGROUND, BALL FIELD, ECT.
13. THE INTENT FOR THIS DEVELOPMENT IS TO BE DEVELOPED IN MULTIPLE PHASES.
14. ALL STORM SEWER AND WATER QUALITY DESIGN SHALL MEET THE CITY OF COLUMBIA STORM WATER MANUAL AND DESIGN REGULATIONS.
15. (A) THERE SHALL BE NO DIRECT DRIVEWAY ACCESS FROM ANY LOT ONTO SINCLAIR ROAD OR CRABAPPLE LANE, EXCEPT FOR LOTS C6 AND 496 WHICH SHALL HAVE ACCESS TO CRABAPPLE LANE AND LOTS 497, 498 AND 499 WHICH SHALL HAVE ACCESS TO SINCLAIR ROAD.
16. THERE SHALL BE A 20' UTILITY EASEMENT ALONG SINCLAIR ROAD.
17. THE WATERLINE IN THE EXISTING 20 FOOT WATERLINE EASEMENT SHALL REMAIN IN PLACE WHERE POSSIBLE. THIS WATERLINE MAY BE RELOCATED AS NEEDED AT THE DEVELOPERS EXPENSE. ANY RELOCATION SHALL BE WITH THE APPROVAL OF CPWSD#1.
18. A 50-FOOT WIDE TRAIL EASEMENT SHALL BE DEDICATED ON THE FINAL PLAT THAT DEDICATES SAID TRAIL EASEMENT ALONG THE MILL CREEK. SAID EASEMENT SHALL BE LOCATED INSIDE THE DEDICATED STREAM BUFFER AND LOCATED MORE SPECIFICALLY ON LOTS 498, 500 AND/OR 501.
19. THE CONNECTIVITY INDEX FOR THIS PLAT IS 1.653.
20. (B) 10-FOOT PEDESTRIAN EASEMENTS SHALL BE GRANTED AS SHOWN TO PROVIDE PEDESTRIAN CONNECTIVITY WITHIN THE DEVELOPMENT. A 6-FOOT WIDE SIDEWALK SHALL BE CONSTRUCTED WITHIN SAID EASEMENT. SAID SIDEWALKS SHALL BE CONSTRUCTED IN PHASES WITH EACH SEGMENT BEING BUILT WHEN THE FIRST ADJACENT HOME IS CONSTRUCTED. SIDEWALK SHALL BE CONSTRUCTED PRIOR TO OCCUPANCY PERMIT FOR ADJACENT LOT. NOTWITHSTANDING THE FOREGOING, IN THE EVENT A HOME IS NOT CONSTRUCTED ON ONE OR MORE OF THE LOTS ADJACENT TO A PEDESTRIAN EASEMENT WITHIN A PERIOD OF FIVE (5) YEARS FOLLOWING APPROVAL OF THE FINAL PLAT FOR THAT PHASE OF THE DEVELOPMENT, THE 6 FOOT SIDEWALK SHALL BE CONSTRUCTED BY THE OWNER(S) OF THE LOTS ADJACENT TO SUCH PEDESTRIAN EASEMENT PRIOR TO THE CONSTRUCTION OF THE ADJACENT HOME. THE MAINTENANCE OF THESE SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE HOA. SIDEWALKS ON COMMON LOTS SHALL BE CONSTRUCTED AT THE TIME OF STREET CONSTRUCTION WITH SAID PLAT.

STATE OF MISSOURI
TIMOTHY D. CROCKETT
NUMBER PE-2004000775
PROFESSIONAL ENGINEER

02/21/2022
TIMOTHY D. CROCKETT – PE-2004000775

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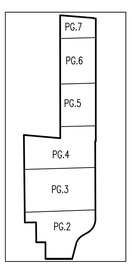
LEGEND:

805	EXISTING 2FT CONTOUR		EXISTING STORM SEWER
820	EXISTING 10FT CONTOUR		PROPOSED STORM SEWER
	CURB		BUILDING LINE
S	EXISTING SANITARY SEWER		EASEMENT
S	PROPOSED SANITARY SEWER	XX	LOT NUMBER
	MANHOLE/CLEANOUT		PROPOSED PAVEMENT
W	PROPOSED WATERLINE		PROPOSED DETENTION/BIORETENTION
	PROPOSED LIGHT POLE		EXISTING TREELINE
	PROPOSED FIRE HYDRANT		



SHEET INDEX

SCALE: 1"=100'
0 50 100 200

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- BUILDING LINE
- EASEMENT
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SHEET INDEX
PG.7
PG.6
PG.5
PG.4
PG.3
PG.2

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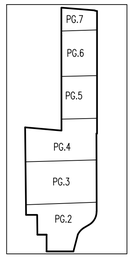
20. (B) 10-FOOT PEDESTRIAN EASEMENTS SHALL BE GRANTED AS SHOWN TO PROVIDE PEDESTRIAN CONNECTIVITY WITHIN THE DEVELOPMENT. A 6-FOOT WIDE SIDEWALK SHALL BE CONSTRUCTED WITHIN SAID EASEMENT. SAID SIDEWALKS SHALL BE CONSTRUCTED IN PHASES WITH EACH SEGMENT BEING BUILT WHEN THE FIRST ADJACENT HOME IS CONSTRUCTED. SIDEWALK SHALL BE CONSTRUCTED PRIOR TO OCCUPANCY PERMIT FOR ADJACENT LOT. NOTWITHSTANDING THE FOREGOING, IN THE EVENT A HOME IS NOT CONSTRUCTED ON ONE OR MORE OF THE LOTS ADJACENT TO A PEDESTRIAN EASEMENT WITHIN A PERIOD OF FIVE (5) YEARS FOLLOWING APPROVAL OF THE FINAL PLAT FOR THAT PHASE OF THE DEVELOPMENT, THE 6 FOOT SIDEWALK SHALL BE CONSTRUCTED BY THE OWNER(S) OF THE LOTS ADJACENT TO SUCH PEDESTRIAN EASEMENT PRIOR TO THE CONSTRUCTION OF THE ADJACENT HOME. THE MAINTENANCE OF THESE SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE HOA. SIDEWALKS ON COMMON LOTS SHALL BE CONSTRUCTED AT THE TIME OF STREET CONSTRUCTION WITH SAID PLAT.

LEGEND:

- EXISTING 2FT CONTOUR
- EXISTING 10FT CONTOUR
- CURB
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- MANHOLE/CLEANOUT
- PROPOSED WATERLINE
- PROPOSED LIGHT POLE
- PROPOSED FIRE HYDRANT
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- BUILDING LINE
- EASEMENT
- LOT NUMBER
- PROPOSED PAVEMENT
- PROPOSED DETENTION/BIORETENTION
- EXISTING TREELINE

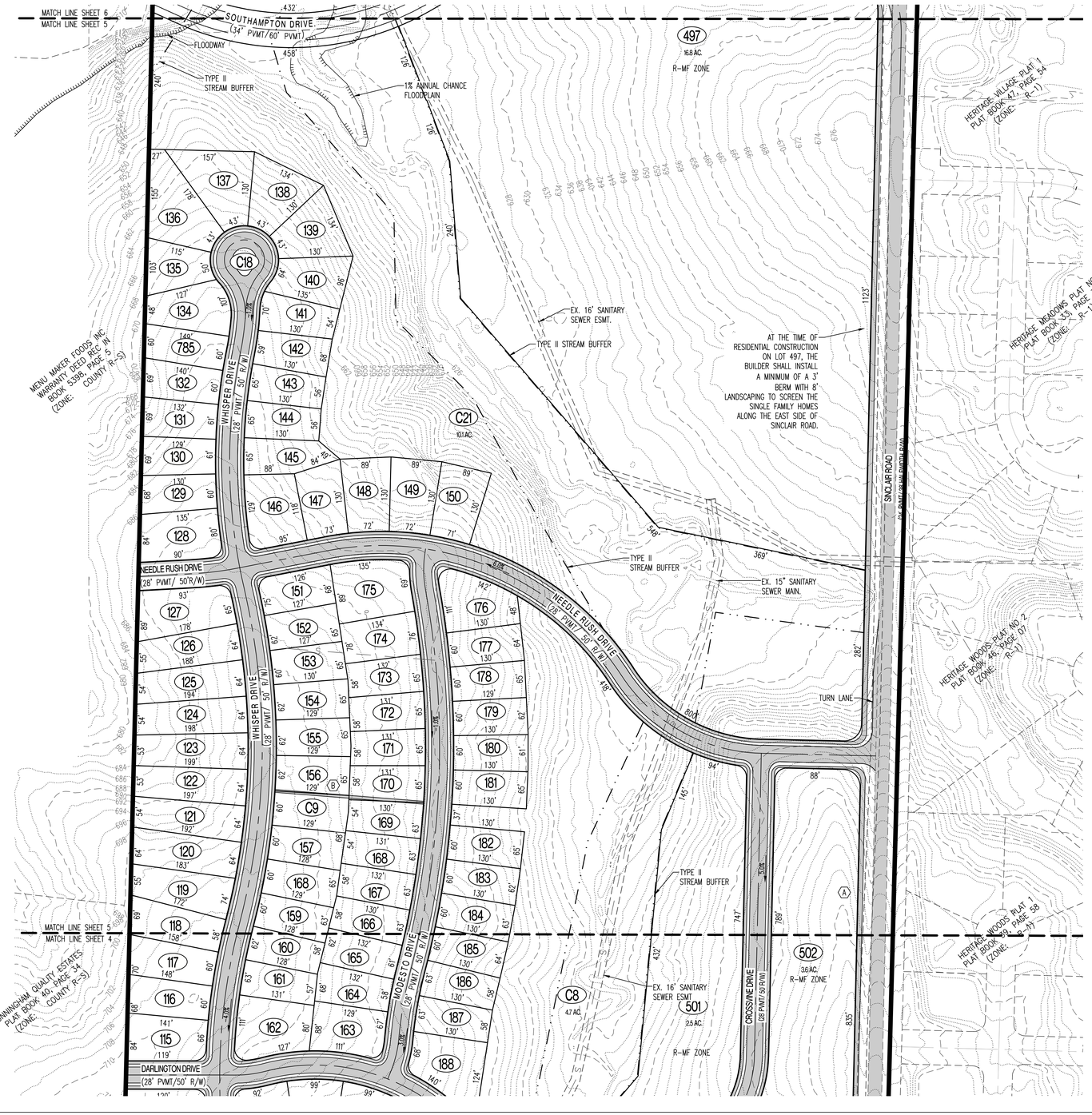


SHEET INDEX

STATE OF MISSOURI
TIMOTHY D. CROCKETT
NUMBER
PE-2004000775
PROFESSIONAL ENGINEER

02/21/2022

TIMOTHY D. CROCKETT - PE-2004000775



SCALE: 1"=100'

0 50 100 200

CROCKETT
1000 W. Nifong Blvd., Building 1
Columbia, Missouri 65203
(573) 447-0292
www.crockettengineering.com

JOB#140132

PRELIMINARY PLAT FOR

LEGACY FARMS

A MAJOR SUBDIVISION LOCATED IN SECTION 34, TOWNSHIP 48 NORTH, RANGE 13 WEST & THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 47 NORTH, RANGE 13 WEST.
COLUMBIA, BOONE COUNTY, MISSOURI
DECEMBER, 2021

NOTES:

1. ALL PUBLIC SANITARY SEWER EXTENSIONS SHALL BE MINIMUM OF 8" DIAMETER. SEWERS NOT CONSTRUCTED ALONG FRONTS OF LOTS TO BE LOCATED WITHIN 16 FOOT WIDE EASEMENTS OR EASEMENTS EQUAL TO THE DEPTH OF THE SEWER IF SEWER IS GREATER THAN 16 FEET. NO SEWER TAPS WILL BE GREATER THAN 20 FEET.
2. A PORTION OF THIS TRACT IS LOCATED WITHIN A SPECIAL FLOOD HAZARD ZONE AE, AS DESCRIBED IN SECTION 29-2.3(d)(4)(i) OF THE CODE OF ORDINANCES AND SHOWN ON THE F.E.M.A. FIRM MAP PANEL #29019C0286E,29019C0270E AND 29019C0290E DATED APRIL 19, 2017.
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4. NATURAL GAS DISTRIBUTION TO BE DESIGNED BY AMEREN.
5. WATER DISTRIBUTION TO BE DESIGNED BY THE CITY OF COLUMBIA WATER & LIGHT.
6. ELECTRIC DISTRIBUTION TO BE DESIGNED BY THE BOONE ELECTRIC COOPERATIVE.
7. LOT NUMBERS SHOWN ARE FOR INVENTORY PURPOSES ONLY.
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11. REGULATED STREAM BUFFER EXISTS ON THIS TRACT OF AND REGULATED BY THE STREAM BUFFER REQUIREMENTS IN SECTION 12A-230, ARTICLE X OF THE CITY OF COLUMBIA CODE OF ORDINANCES AS SHOWN BY THE COLUMBIA USGS QUADRANGLE MAP.
12. LOT C1-C21 ARE COMMON LOTS AND ARE TO BE TRANSFERRED TO THE HOME OWNERS ASSOCIATION AND ARE TO BE USED FOR GREENSPACE, AMENITIES, SIGNAGE, SIDEWALKS, TRAILS AND/OR STORM WATER MANAGEMENT PURPOSES. THE HOME OWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR ALL MAINTENANCE OF SAID BMP'S. LOT C6 IS INTENDED TO BE USED FOR SWIMMING POOL, PLAYGROUND, BALL FIELD, ECT.
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16. THERE SHALL BE A 20' UTILITY EASEMENT ALONG SINCLAIR ROAD.
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STATE OF MISSOURI
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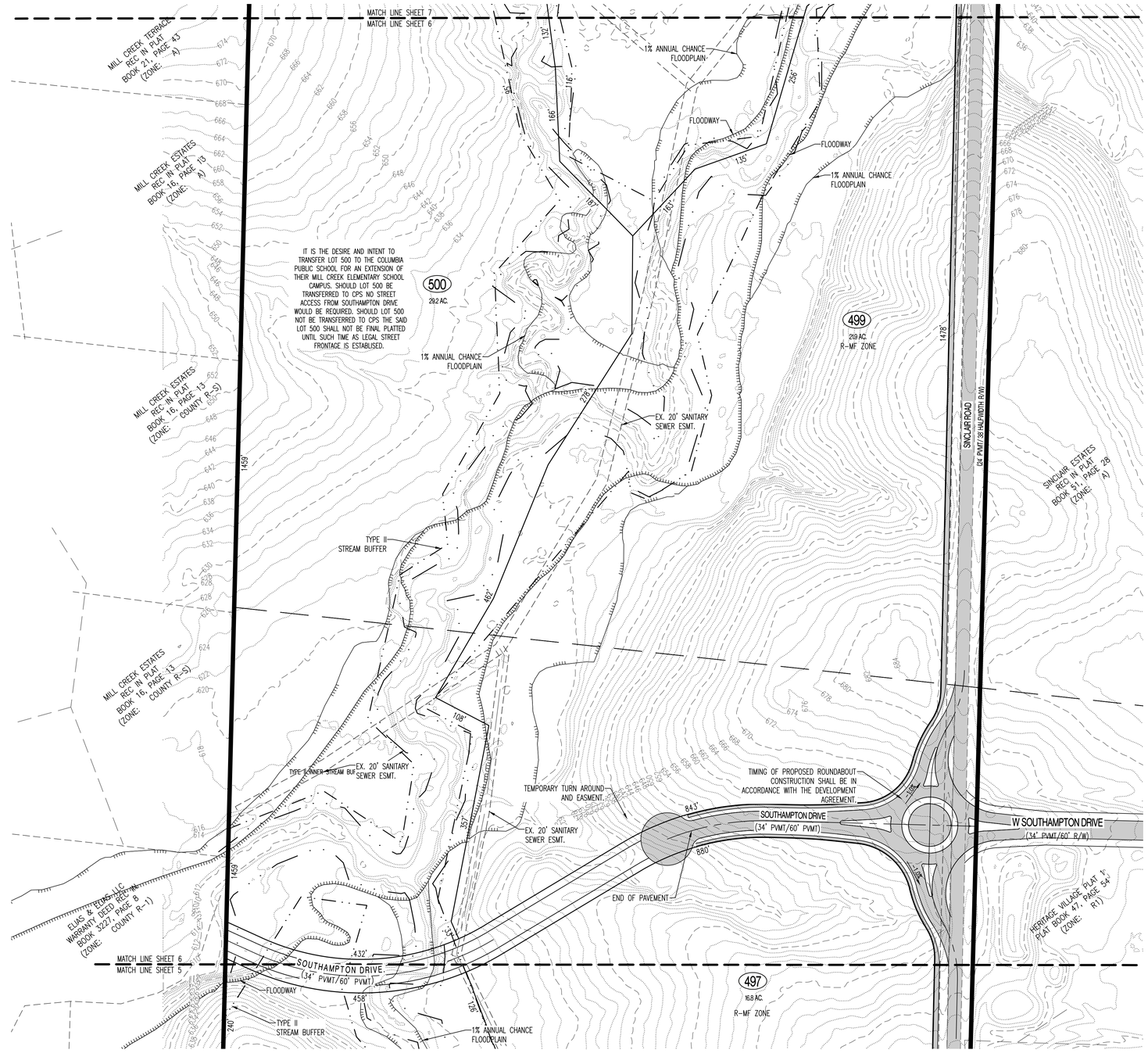

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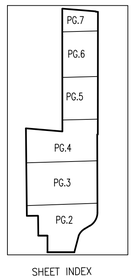
0 50 100 200



SHEET INDEX

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JOB#140132

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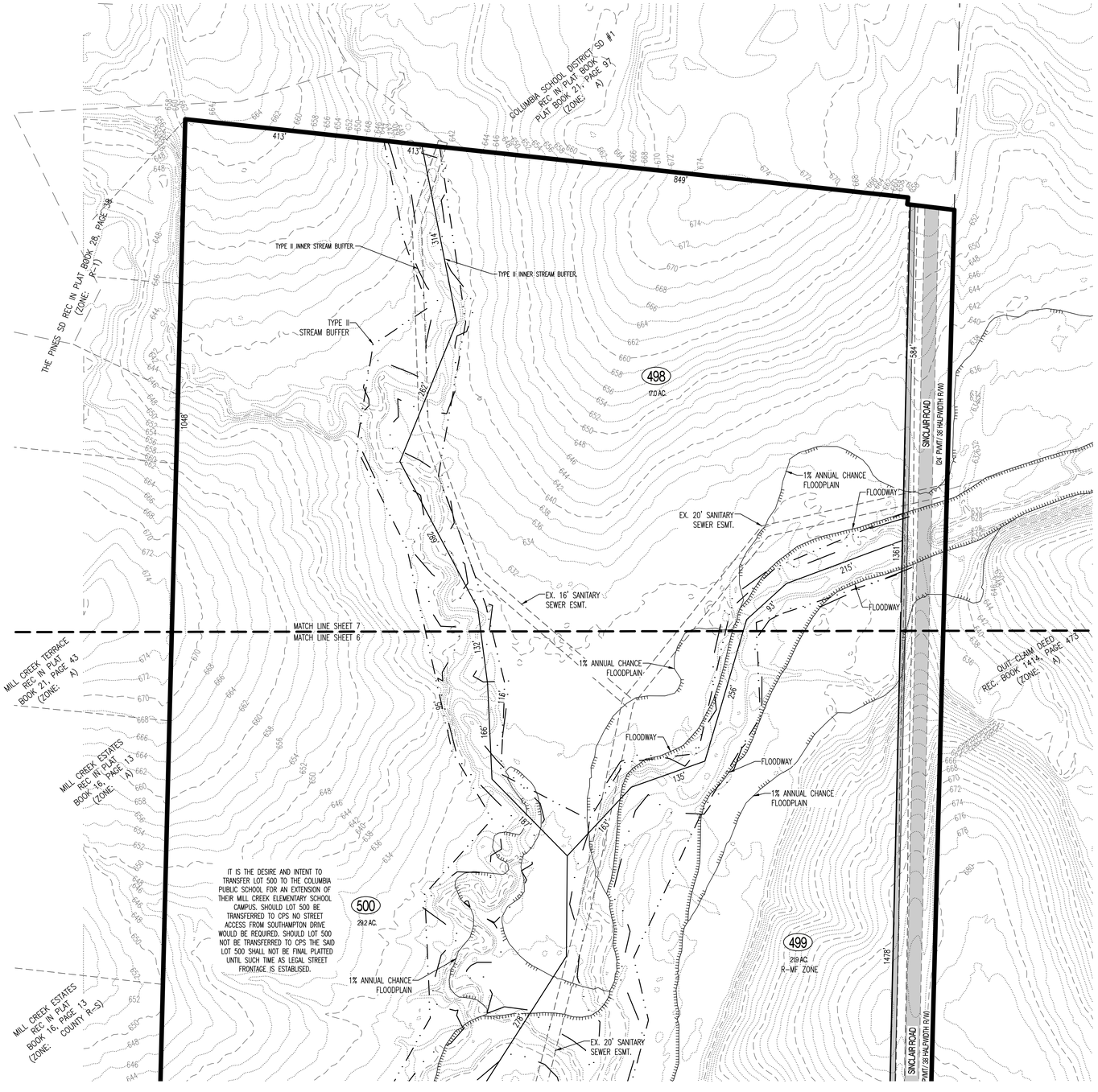
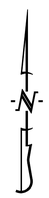
- 805 — EXISTING 2FT CONTOUR
- 820 — EXISTING 10FT CONTOUR
- CURB
- S — EXISTING SANITARY SEWER
- S — PROPOSED SANITARY SEWER
- MANHOLE/CLEANOUT
- W — PROPOSED WATERLINE
- PROPOSED LIGHT POLE
- PROPOSED FIRE HYDRANT
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- BUILDING LINE
- EASEMENT
- XX — LOT NUMBER
- PROPOSED PAVEMENT
- PROPOSED DETENTION/BIORETENTION
- EXISTING TREELINE





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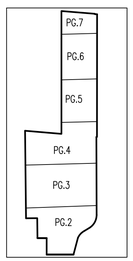

SHEET INDEX

STATE OF MISSOURI
TIMOTHY D. CROCKETT
NUMBER PE-2004000775
PROFESSIONAL ENGINEER

02/21/2022
TIMOTHY D. CROCKETT – PE-2004000775

CROCKETT
1000 W. Nifong Blvd., Building 1
Columbia, Missouri 65203
(573) 447-0292
www.crockettengineering.com

JOB#140132

EXHIBIT C
Legal Description Sinclair Road Centerline

DESCRIPTION SINCLAIR ROAD – CENTERLINE DEFINITION
FOR LEGACY LAND DEVELOPMENT, LLC
JOB #140132

MARCH 9, 2022

THE CENTERLINE ALIGNMENT OF SINCLAIR ROAD LOCATED ON A TRACT OF LAND LOCATED IN SECTION 34, TOWNSHIP 48 NORTH, RANGE 13 WEST, AND SECTION 3, TOWNSHIP 47 NORTH, RANGE 13 WEST, ALL IN COLUMBIA, BOONE COUNTY, MISSOURI AND BEING PART OF THE LAND SHOWN IN THE SURVEY RECORDED IN BOOK 1392, PAGE 982 AND BEING MORE PARTICULARITY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SURVEY RECORDED IN BOOK 1392, PAGE 982, AND WITH THE NORTH LINE THEREOF, N 83°03'05"W, 39.38 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED CENTERLINE:

THENCE FROM THE POINT OF BEGINNING AND LEAVING THE NORTH LINE OF SAID SURVEY S 1°18'25"W, 7511.93 FEET; THENCE 593.19 FEET ALONG A 570.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD S 31°07'10"W, 566.78 FEET; THENCE S 60°56'00"W, 218.49 FEET; THENCE 445.78 FEET ALONG A 570.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD S 38°31'45"W, 434.51 FEET; THENCE S 16°07'25"W, 586.85 FEET TO THE NORTH LINE OF RORY POINT, PLAT NO. 1, RECORDED IN PLAT BOOK 55, PAGE 70 AND THE END OF THIS DESCRIBED CENTERLINE. SAID END BEING N 88°31'00"W, 7.98 FEET FROM THE NORTHEAST CORNER OF SAID RORY POINT SUBDIVISION.

BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM. (CENTRAL ZONE)

DAVID T. BUTCHER, PLS-2002014095

3/9/2022
DATE

STATE OF MISSOURI
DAVID THOMAS BUTCHER
NUMBER
PLS-2002014095
PROFESSIONAL LAND SURVEYOR

CROCKETT ENGINEERING CONSULTANTS 1000 W. Nifong Blvd. Building 1 Columbia, Missouri 65203 (573) 447-0292 www.crockettengineering.com	CORPORATE NUMBER 2000151304 DATE: 3/9/2022 PROJECT: 140132	SINCLAIR ROAD – CENTERLINE DEFINITION SECTION 34, TOWNSHIP 48 NORTH, RANGE 13 WEST, AND SECTION 3, TOWNSHIP 47 NORTH, RANGE 13 WEST, COLUMBIA, BOONE COUNTY, MISSOURI

EXHIBIT D

Traffic Impact Study (December 15, 2021)

MEMORANDUM

Date:	December 15, 2021
To:	Mr. Tim Crockett, P.E. – Crockett Engineering
From:	Ms. Shawn White, P.E., PTOE
CBB Job Number:	048-21
Project:	New Elementary School on Sinclair Road Proposed Mixed-Use Development – Sinclair Farms Columbia, Missouri

CBB completed a traffic impact study earlier this year, in June 2021, for the proposed Sinclair Farms mixed-use development. The development team was recently made aware the Columbia Public School District has plans to build a new elementary school on Sinclair Road adjacent to the existing John Warner Middle School to relieve overcrowding at the nearby elementary schools.

Based on the traffic counts collected as part of the Sinclair Farms Traffic Study, the morning peak hour occurred between 7:15 and 8:15 a.m. and the afternoon peak hour occurred between 4:45 and 5:45 a.m. While the start and end times are not known for the future elementary school, the area elementary schools have a start time of 8:20 a.m. and an end time of 3:20 p.m. Thus, the school dismissal impact would be entirely outside the commuter PM peak hour of 4:45 to 5:45 p.m. However, the school arrival trips would be expected to overlap with the end of the commuter AM peak hour of 7:15 and 8:15 a.m.

However, as noted in the Sinclair Farms Traffic Study with the recommended intersection improvements the intersections of Sinclair Road with Southampton Drive and with Nifong Boulevard are forecasted to operate at highly desirable LOS A and B with plenty of excess capacity to accommodate additional traffic.

The existing attendance boundaries for the area elementary schools is shown in **Figure 1**. The location of the future elementary school is noted by a yellow star in the figure.

Given the location of the area elementary schools it is likely that most of the attendance area for the new elementary school will be to the south on Sinclair Road, likely including the homes within the proposed Sinclair Farms development. That said, the new elementary school is not expected to have a notable impact on the intersections along Sinclair Road north of the proposed school (i.e., Southampton Drive and Nifong Boulevard); and the traffic volumes are much lower on Sinclair Road south of Southampton Drive, so the trips associated with the new school should be easily accommodated. It is likely the existing southbound left-turn lane on Sinclair Road at the

middle school would need to be extended to the north to also serve the future elementary school. Additionally, it is recommended sidewalks be provided along Sinclair Road to connect the future school to the area subdivisions.

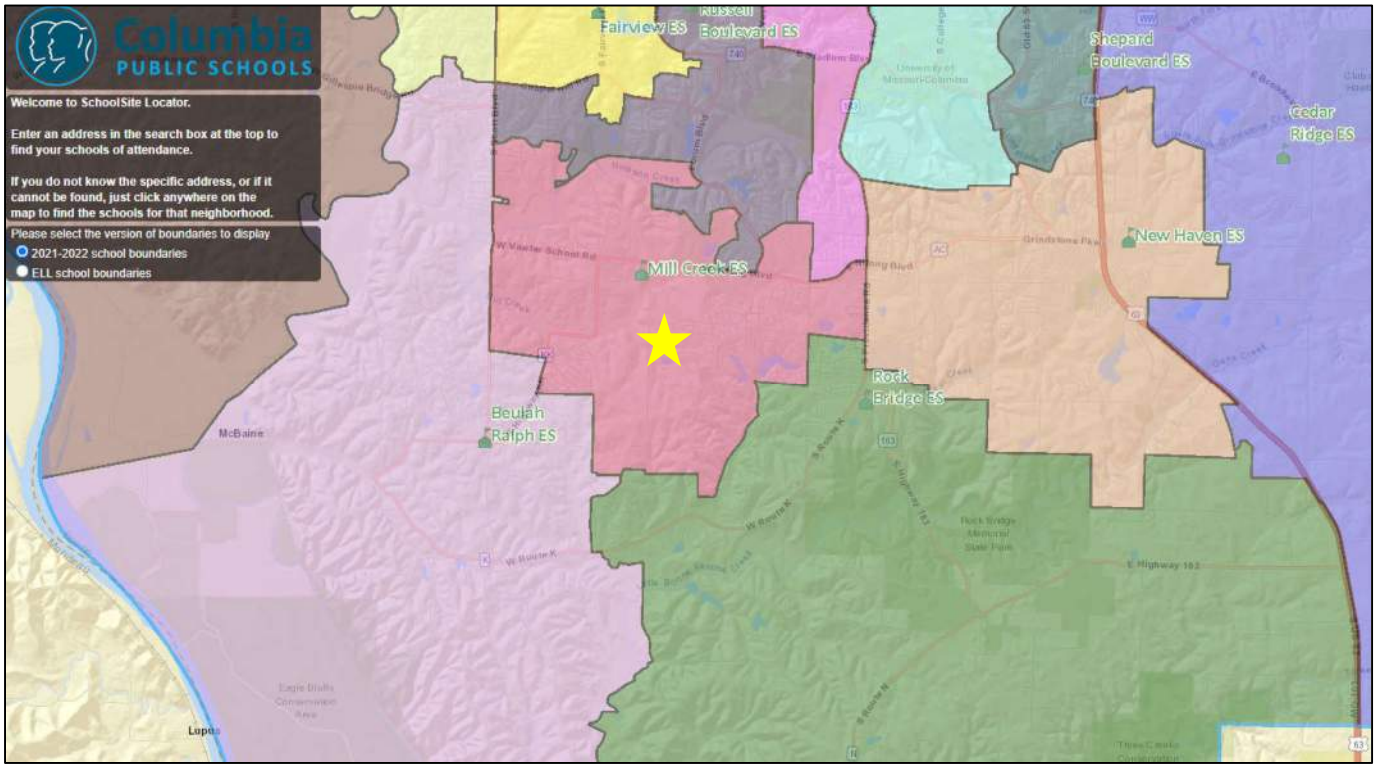

Figure 1: CPS Elementary School Attendance Area (2021)

Please do not hesitate to contact me via email at swhite@cbbtraffic.com or by phone at 314-449-9572 with any questions.

MEMORANDUM

Date:	October 6, 2021
To:	Mr. Tim Crockett, P.E. – Crockett Engineering
From:	Ms. Shawn White, P.E., PTOE
CBB Job Number:	048-21
Project:	Updated Site Plan Memo Proposed Mixed-Use Development – Sinclair Farms Columbia, Missouri

CBB completed a traffic study earlier this year, in June 2021, for the proposed Sinclair Farms mixed-use development. It is our understanding the site plan has been updated to reflect ongoing discussions with the City. Specifically, the new site plan reflects the extension of Southampton Drive to the west through the proposed development site. Furthermore, there have been slight modifications to the unit mix.

The original traffic study was based on the then proposed 450 single-family homes, 350 apartment units, and approximately 8 acres of neighborhood commercial. The current development plan consists of about the same amount of apartment units and commercial; however, the new plan proposes 490 single-family homes. The net difference is an increase of 40 single-family homes. The original Sinclair Farms concept plan is shown in **Exhibit 1** with the updated plan shown in **Exhibit 1A**.

Forecasts were prepared to estimate the amount of traffic that the additional 40 homes would generate during the weekday AM and PM peak periods. These forecasts were based upon information provided in the latest edition of the *Trip Generation Manual*.

As shown in **Table 1**, the additional 40 single-family homes would generate 35 trips during the AM peak hour and 40 trips during PM peak hour.

Table 1: Trip Generation Estimate – Additional 40 Single-Family Homes

Land Use	Size	Weekday AM Peak Hour			Weekday PM Peak Hour		
		In	Out	Total	In	Out	Total
Single-Family Detached Housing ITE Code 210	40 Units	10	25	35	25	15	40

* Trips rounded to nearest 5 trips

Based on the original trip estimates in the June 2021 study of 605 trips during the AM peak hour and 865 trips during PM peak hour, the additional trips would amount to an approximate increase of five percent in the peak hours as compared to the original trip estimates which is well below the theoretical daily variation in traffic volumes of ten percent.

Although no specific traffic assignments or operational capacity evaluations were performed for the study intersections using the slighter higher trip estimates, it can be reasoned that operating conditions would be similar to the results reported in the June 2021 Traffic Study given the minimal change in trips. As such, the prior recommendations and findings would remain valid.

Please do not hesitate to contact me via email at swhite@cbbtraffic.com or by phone at 314-449-9572 with any questions.

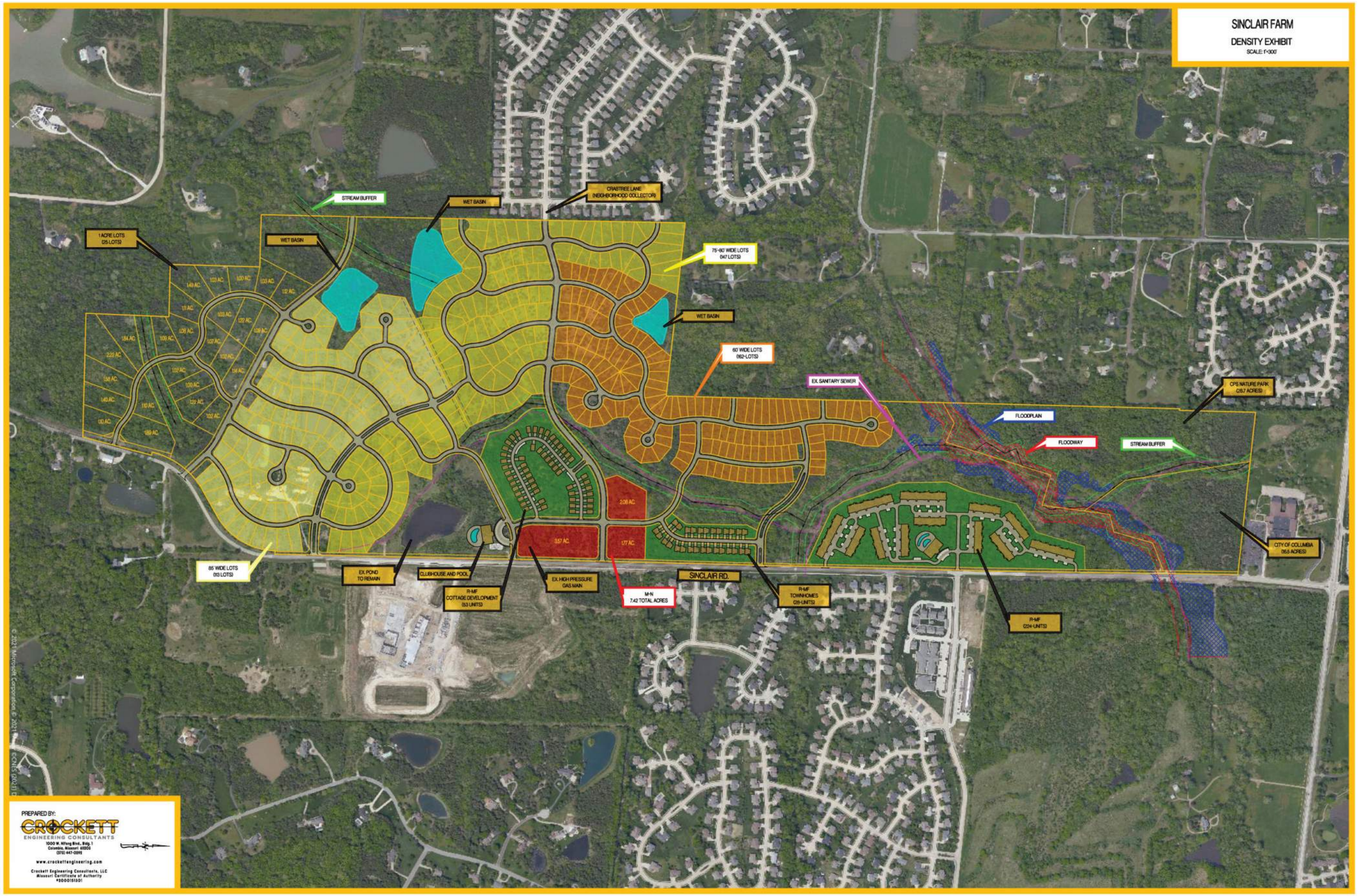

Exhibit 1: Preliminary Site Plan (provided by others)

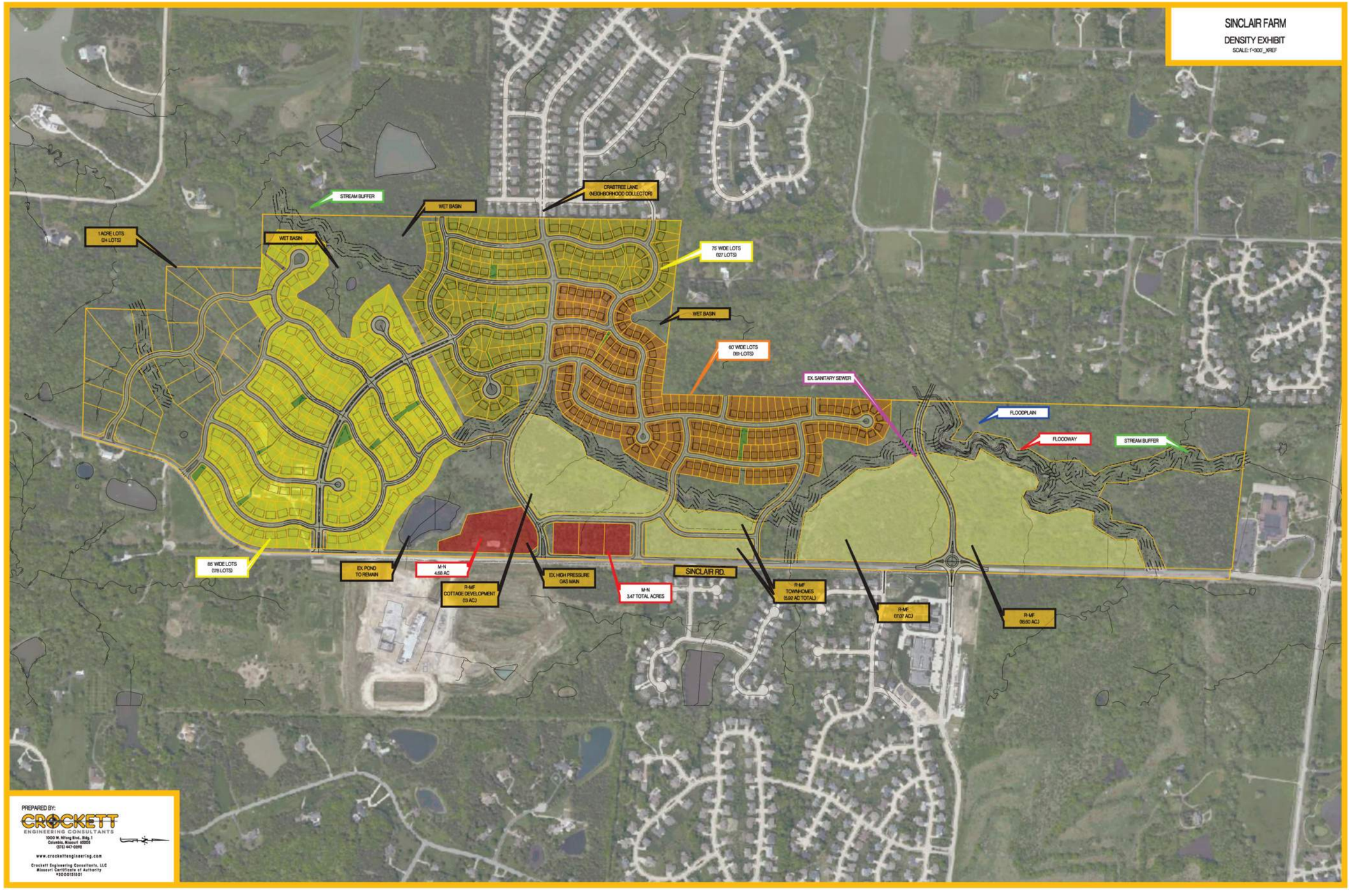

Exhibit 1A: Updated Preliminary Site Plan (provided by others)

June 24, 2021

Mr. Tim Crockett. P.E.
Crockett Engineering
1000 West Nifong Boulevard, Building 1
Columbia, MO 65203

RE: Traffic Impact Study – Sinclair Farms
Sinclair Road – South of Nifong Boulevard
Columbia, Missouri
CBB Job No. 048-21

Dear Mr. Crockett:

As requested, CBB has completed a traffic impact study pertaining to a proposed mixed-use development, known as Sinclair Farms, in Columbia, Missouri. The proposed site is located on the west side of Sinclair Road south of Nifong Boulevard. The location of the site relative to the surrounding area is depicted in **Figure 1**. Based on the latest site plan provided by Crockett Engineering, the proposed development will include single-family homes, multi-family units, and several commercial uses. A schematic of the concept plan provided is shown in **Exhibit 1**.

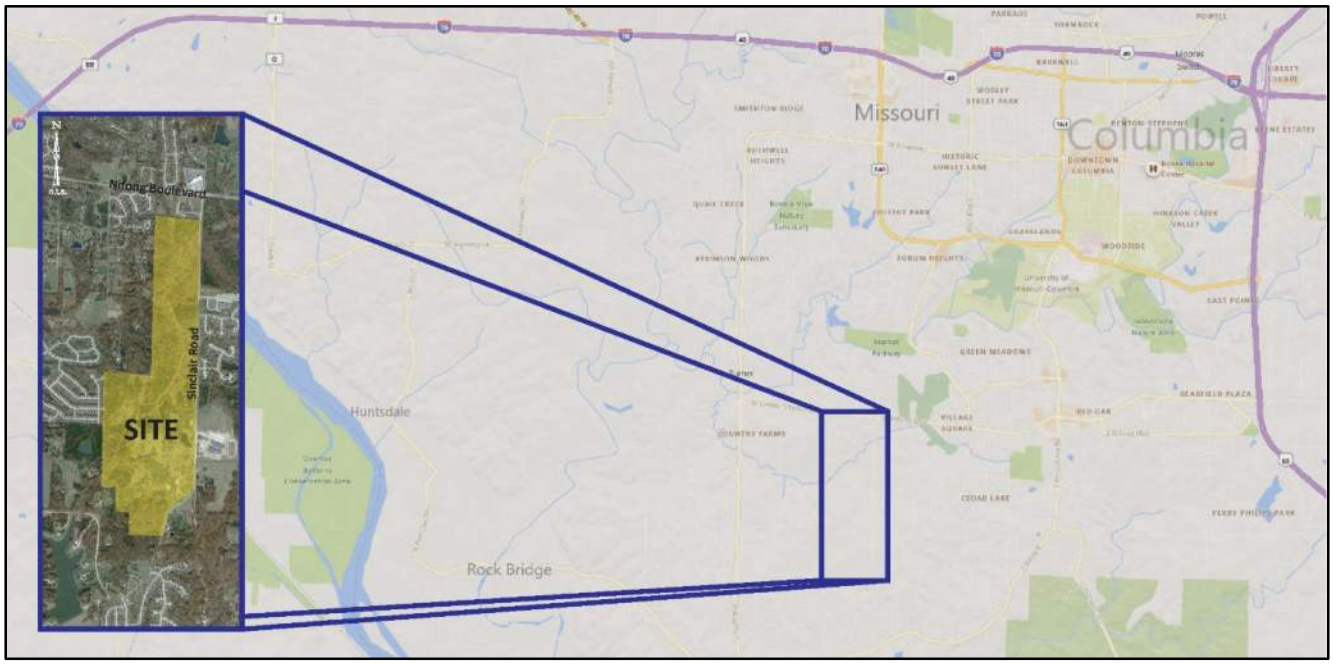

Figure 1: Location Map

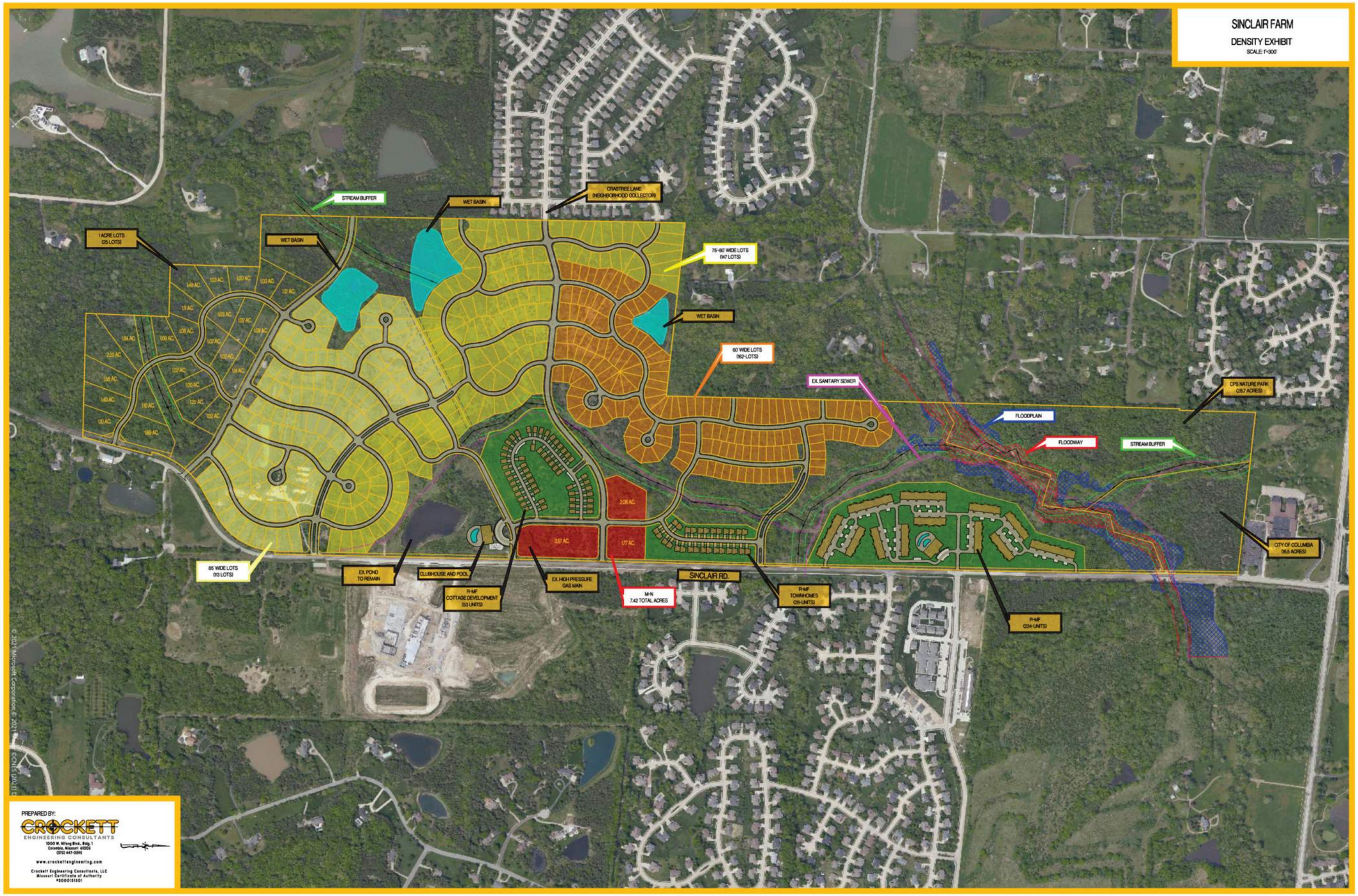

Exhibit 1: Preliminary Site Plan (provided by others)

The purpose of this study was to determine the number of additional trips that would be generated by the proposed development, assign the trips to the adjoining roadways, evaluate the impact of the additional trips on the operating conditions for the adjacent roadways, and determine the ability of motorists to safely enter and exit the site. If necessary, roadway improvements (lane additions and/or traffic control modifications) would be recommended to mitigate the impact of the development and to accommodate the additional traffic. The focus of this study was the AM and PM peak hours of a typical weekday.

CBB discussed the scope of work for this traffic study with the City of Columbia at the commencement of the traffic study process. CBB also provided the City a Technical Memo summarizing the proposed site trip generation and directional distribution estimates and gained their consensus on the assumptions prior to completing the traffic analyses.

As requested by the City, the following intersections were included in the study:

- Sinclair Road and Nifong Boulevard;
- Sinclair Road and Southampton Drive;
- Sinclair Road and Highway K;
- Southampton Drive and Forum Boulevard;
- Southampton Drive and Bethel Street;
- Nifong Boulevard and Forum Boulevard;
- Nifong Boulevard and Old Mill Creek Road;
- Scott Boulevard and Vawter School Road; and
- Sinclair Road and the nine site access drives.

As requested, the traffic impact study evaluated the following analysis scenarios for the weekday AM and PM peak hours:

- 2021 Existing Conditions and
- 2021 Build Conditions (2021 Existing plus Site).

The following report presents the methodology and findings relative to the Existing and 2021 Build conditions.

EXISTING CONDITIONS

Area Roadway System: Nifong Boulevard is an east-west minor arterial roadway with a posted speed limit of 40 mph. Nifong Boulevard is owned and maintained by the City. Nifong Boulevard is primarily a two-lane road with one lane in each direction within the study area. However, Nifong Boulevard between Bethel Street and Willowcreek Lane provides four-lane roadway (two lanes in each direction). This segment of the roadway provides marked bike lanes, curb and gutter, and sidewalks on both side of the roadway. Paved shoulders are not provided in this segment. West of Willowcreek Lane, Nifong Boulevard provides one lane in each direction with paved shoulders and sidewalk adjacent to developed areas. Curb and gutters are also present on both sides of roadway.

Nifong Boulevard west of Old Mill Creek Road changes name to **Vawter School Road**. Sidewalks are provided on most developed parcels along the roadway. Paved shoulders are present along the roadway. Curb and gutters are also provided on both sides of the roadway. However, there are no marked bike lanes along the roadway.

Route K is a minor arterial, east-west, two-lane roadway (one lane in each direction) with a posted speed limit of 45 mph, within the study area. The roadway is owned and maintained by MoDOT. Marked bike lanes are not present on Route K. However, Route K provides paved shoulder on both sides of the roadway and some sidewalks are provided adjacent to the developed areas east of Sinclair Road.

Southampton Drive is classified as a major collector to the east of Forum Boulevard and a local road to the west. Southampton Drive is maintained by the City of Columbia. This east-west, two-lane (one lane in each direction) road has a posted speed limit of 30 mph. Sidewalks and marked bike lanes are present on both sides of the roadway between Bethel Street and Kirkdale Drive. West of Kirkdale Drive, sidewalk is provided only on south side of the roadway. Marked bike lanes are not present. Shoulders are not provided on Southampton Drive.

Bethel Street is a major collector that runs north-south through the study area and provides two travel lanes, one in each direction. Bethel Street is maintained by the City of Columbia. Bethel Street has a posted speed limit of 30 mph. Bike lanes and sidewalks are provided on both sides of the roadway. A "Bike Lane Ahead" sign is displayed near the Nikki Way intersection. Paved shoulders and curb and gutter are provided on both sides of Bethel Street. Note, Bethel Street changes name to Bethel Church Road south of Nikki Way and is under the jurisdiction of Boone County.

Forum Boulevard is classified as a major collector to the south of Nifong Boulevard and minor arterial to the north. Forum Boulevard is maintained by the City of Columbia. This road primarily runs north-south within the study area between Old Plank Road and Stadium Boulevard (Highway 740). Forum Boulevard has a posted speed limit of 35 mph north of Nifong Boulevard

and 30 mph south of Nifong Boulevard. North of Old Plank Road intersection, Forum Boulevard is a two-lane roadway (one lane in each direction). Sidewalks only exist on the west side of the roadway. Shoulders and marked bike lanes are not present. However, curb and gutters are provided along both sides of Forum Boulevard. Forum Boulevard between Dunbar Drive intersection and Green Meadows Road intersection provides sidewalk and marked bike lane on both sides of the roadway. "Right Lane Bike Only" signs are displayed near the Nifong intersection. North of Green Meadows Road Intersection, Forum Boulevard is a four-lane roadway with two lanes in each direction and changes into two-lane roadway (one lane at each direction) at the intersection of Woodrail Avenue (Crestwood Lane).

Sinclair Road is a major collector that runs north-south and provides two lane (one lane in each direction). Sinclair Road, within the study area, is maintained by the City of Columbia. Sinclair Road starts at Route K and ends approximately 0.25 mile north of Nifong Boulevard. The posted speed limit is 40 mph. Sidewalks are provided along the east side of the roadway between Nifong Boulevard to about one half mile south of Chesterfield Drive and Cascades Drive to Route K. There are no marked Bike lanes or shoulders provided along the roadway.

Old Mill Creek Road is a minor collector roadway that runs primarily north-south through the study area. Within the study area, Old Mill Creek Road has two lanes, one in each direction. The posted speed limit is 40 mph. Sidewalk is provided along the west side of the roadway near Nifong Boulevard. Some sidewalk is also provided on the west side of the roadway near Old Field Road. Shoulders and marked bike lanes are not provided along the roadway.

Old Mill Creek Road north of Nifong Boulevard changes names to Country Wood Road north of Nifong Boulevard. The posted speed limit on Country Wood Road is 30 mph. Sidewalks are provided along the west side of roadway near Nifong Boulevard. Shoulders and marked bike lanes are not provided along the roadway.

Scott Boulevard is a north-south minor arterial roadway. Within the study area, Scott Boulevard provides two-lanes (one lane in each direction). The road has a posted speed limit of 40 mph. North of Route KK, Scott Boulevard provides sidewalk and marked bike lane on both sides of the roadway. Paved shoulders are not present north of Route KK.

Scott Boulevard and Vawter School Road intersect at a roundabout. All the approaches consist of a single shared lane. **Figure 2** provides an aerial view of the Scott Boulevard and Vawter School Road roundabout.

Figure 2: Aerial View of the Scott Boulevard and Vawter School Road Intersection

Vawter School Road/Nifong Boulevard and Country Wood Road/Old Mill Creek Road intersect at a roundabout. All the approaches consist of a single shared lane. **Figure 3** provides an aerial view of the Vawter School Road/Nifong Boulevard and Country Wood Road/Old Mill Creek Road roundabout.

Nifong Boulevard and Sinclair Road intersect at a roundabout. All the approaches consist of a single shared lane. **Figure 4** provides an aerial view of the Nifong Boulevard and Sinclair Road roundabout.

Figure 3: Aerial View of the Nifong Boulevard and Old Mill Creek Road Intersection

Figure 4: Aerial View of the Nifong Boulevard and Sinclair Road Intersection

The intersection of Nifong Boulevard and Forum Boulevard is controlled by a traffic signal. The northbound and southbound approaches provide two left turn lanes, two through lanes and a right-turn lane. The eastbound approach provides two left turn lanes, one through lane, and a shared through/right-turn lane. The westbound approach provides a left-turn lane, two through lanes, and a right turn lane. All left-turns at the intersection operate under protected only phasing. The right-turns movements are channelized and controlled by a yield sign. **Figure 5** provides an aerial view of the Nifong Boulevard and Forum Boulevard intersection.

Figure 5: Aerial View of the Nifong Boulevard and Forum Boulevard Intersection

The intersection of Sinclair Road and Southampton Drive operates under side-street stop control with Southampton Drive stopping at Sinclair Road. All approaches consist of a single shared lane. **Figure 6** provides an aerial view of the Sinclair Road and Southampton Drive intersection.

The intersection of Forum Boulevard and Southampton Drive operates under All-Way STOP control. All approaches consist of a single lane (shared left/through/right-turn lane). **Figure 7** provides an aerial view of the Forum Boulevard and Southampton Drive intersection.

The intersection of Bethel Street and Southampton Drive also operates under All-Way STOP control. All approaches consist of a single lane (shared left/through/right-turn lane). **Figure 8** provides an aerial view of the Bethel Street and Southampton Drive intersection.

The intersection of Sinclair Road and Highway K operates under side-street stop control with Sinclair Road stopping at Highway K. All approaches consist of a single shared lane. **Figure 9** provides an aerial view of the Sinclair Road and Highway K intersection.

Figure 6: Aerial View of the Sinclair Road and Southampton Drive Intersection

Figure 7: Aerial View of the Forum Boulevard and Southampton Drive Intersection

Figure 8: Aerial View of the Bethel Street and Southampton Drive Intersection

Figure 9: Aerial View of the Sinclair Road and Highway K Intersection

Existing Traffic Volumes: Video, turning movement traffic counts were conducted Thursday, April 22, 2021. A 13-hour turning movement count (7:00 a.m. - 8:00 p.m.) was collected at the intersection of Nifong Boulevard and Sinclair Road. Morning commuter peak period (7:00 - 9:00 a.m.) and afternoon commuter peak period (4:00 - 6:00 p.m.) video traffic counts were collected at the following intersections:

- Sinclair Road and Southampton Drive;
- Sinclair Road and Highway K;
- Southampton Drive and Forum Boulevard;
- Southampton Drive and Bethel Street;
- Nifong Boulevard and Forum Boulevard;
- Nifong Boulevard and Old Mill Creek Road; and
- Scott Boulevard and Vawter School Road.

Since the counts were collected during the lingering effects of COVID-19, CBB discussed the need to adjust the existing traffic count data to account of residual impacts of COVID-19 on traffic levels. Based on this discussion, it was decided the existing weekday PM peak hour traffic count would be used as counted and that the AM peak hour traffic counts would be increased by 15 percent to account for the slightly lower traffic levels during the AM peak hour as compared to pre-COVID levels.

Based on the traffic data collected, the morning peak hour occurred between 7:15 and 8:15 a.m. and the afternoon peak hour occurred between 4:45 and 5:45 p.m. The existing peak hour volumes are summarized in **Exhibit 2**.

Given the traffic characteristics in the area and the anticipated trip generation for the proposed development, the weekday AM and PM peak periods would represent a “worst-case scenario” with regards to the traffic impact. If traffic operations are acceptable during these peak periods, it can be reasoned that conditions would be acceptable throughout the remainder of the day.

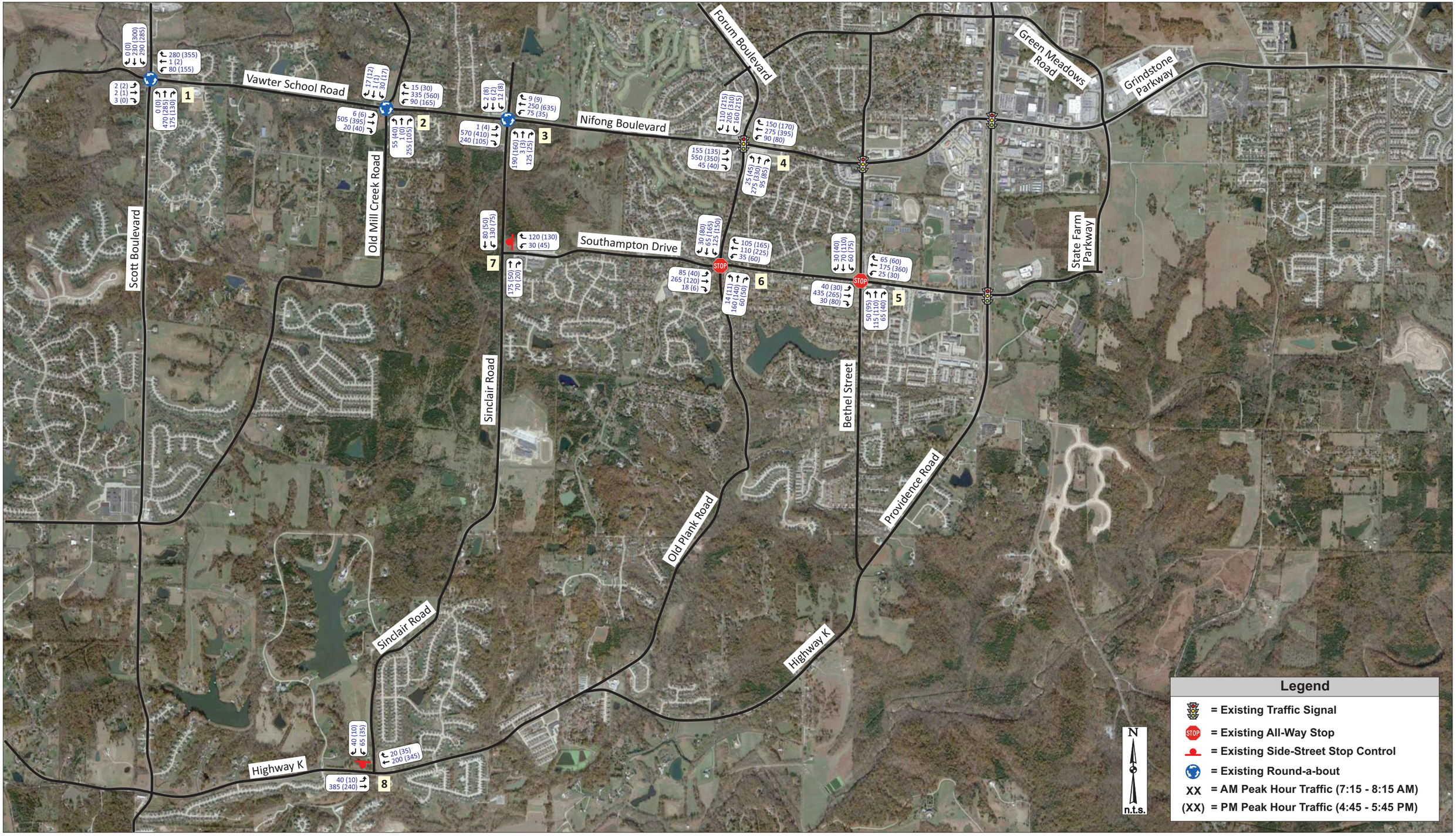

Exhibit 2: Existing Traffic Volumes

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PROPOSED SITE

Proposed Land Use: Based upon the concept plan provided by Crockett Engineering Consultants, previously shown in Exhibit 1, the proposed development will include approximately 424 single-family homes, 305 multi-family homes and 7.4 acres of neighborhood commercial uses. However as mentioned previously, the development plan is currently still in the concept phase and it is anticipated there could be more single-family and multi-family units than currently shown on the plan. As such, in an effort to be conservative, the traffic study will consider the impact of 450 single-family homes and 350 multi-family homes.

Site Access: As shown on the concept plan, access is proposed via nine new drives on Sinclair Road and via connection to the existing stub streets of Crabapple Lane and Cromford Mill Drive on the west side of the site. In addition, four stub streets are shown to connect to potential future development to the west.

Intersection Sight Distance: Based on guidelines published in *A Policy on Geometric Design of Highways and Streets* published by the American Association of State Highway and Transportation Officials (AASHTO) often referred to as the *Green Book,* the intersection sight distance requirement for the proposed drives on Sinclair Road is 500 feet (assuming a 40 mph posted speed limit and 45 mph design speed).

Note that the sight distance was not measured in the field to evaluate the available sight distance at the proposed site drives. <u>It is recommended the site design engineer verify adequate sight distance is provided at the proposed site drives</u>.

Furthermore, careful consideration should be given to sight distance obstructions when planning any future aesthetic enhancements, such as berms, fencing and landscaping, at any of the subdivision entrances to ensure that these improvements do not obstruct the view of entering and exiting traffic at the site intersections with the public roads. It is generally recommended that all improvements wider than two inches (posts, tree trunks, etc.) and higher than 3.5 feet above the elevation of the nearest pavement edge be held back at least 20 feet from the traveled roadway.

Trip Generation: Forecasts were prepared to estimate the amount of traffic that the proposed development would generate during the weekday AM and PM peak periods. These forecasts were based upon information provided in the latest edition of the *Trip Generation Manual*.

Trip estimates for the proposed development were based upon the following land uses:

- Land Use:210 – Single-Family Detached Housing for the assumed 450 homes;
- Land Use: 220 – Multifamily Housing (Low-Rise) for the assumed 350 apartments;
- Land Use: 710 – General Office Building for the assumed 15,000 SF of office space;

- Land Use: 932 – High-Turnover Sit-Down Restaurant for the assumed 10,000 SF restaurant spaces (assume half open in AM peak hour); and
- Land Use: 820 – Shopping Center for the assumed 35,000 SF commercial space.

The average trip rate per 1,000 gross square feet was used for the proposed restaurant using ITE Code 932: High-Turnover Sit-Down Restaurant and ITE Code: 820 Shopping Center. The fitted equation was used to estimate the single-family trips using ITE Code: 210 Single-Family Detached Housing, the office trips using ITE Code: 710 Office, and the multi-family trips using ITE Code: 220 Multi-Family Housing (Low-Rise). The peak hour of adjacent street traffic (one hour between 7:00 and 9:00 AM) was utilized for the AM peak hour and peak hour of adjacent street traffic (one hour between 4:00 and 6:00 PM) was utilized for the PM peak hour. Note, that one of the assumed sit-down restaurants is not expected to be open during the AM peak hour so a trip generation was not estimated.

It should be noted that not all of these trips would represent *new* traffic on the adjacent roadways. Nationwide studies have found that a percentage of convenience-oriented trips, such as restaurants and retail uses, would already be present on the adjacent roads and would be attracted to the development on their way to or from home, work or another destination (i.e., pass-by trips). Specifically, a portion of the traffic attracted to this site would already be traveling on the adjacent roadways as part of another trip (i.e., "pass-by" trip). The pass-by trips would not increase traffic on the adjacent roadways, but they would increase the turning movements at the drives serving the development site. Therefore, statistical information provided in the *Trip Generation Handbook, 3rd Edition*, published by ITE, was utilized to estimate pass-by percentages for the proposed uses.

As a result, pass-by percentages of 20% and 34% were applied to the shopping (retail) trips during the AM and PM peak hour, respectively and pass-by percentages of 30% and 43% were applied to the restaurant trips during the AM and PM peak hour, respectively. This represents about 20 pass-by trips during the AM peak hour and 70 pass-by trips during the PM peak hour.

As shown in **Table 1**, the proposed Sinclair Farms mixed-use development would generate 585 new vehicular trips with a majority outbound during the AM peak hour and 795 new vehicular trips with more inbound trips during PM peak hour.

Trip Distribution*:* The site-generated trips for the proposed development were then assigned into and out of the site based upon an estimated directional distribution. Based upon the existing travel patterns, the surrounding area and roadway network, and the proximity to similar uses, it is anticipated that the distribution of new site-generated trips would be as summarized in **Table 2**.

Table 1: Trip Generation Estimate – Sinclair Farms Mixed-Use Development

Land Use	Size	Weekday AM Peak Hour			Weekday PM Peak Hour		
		In	Out	Total	In	Out	Total
Single-Family Detached Housing ITE Code 210	450 Units	80	245	325	270	160	430
Multi-Family Homes Low Rise ITE Code 220	350 Units	35	120	155	115	65	180
General Office ITE Code 710	15,000 SF	35	5	40	5	15	20
High-Turnover Sit-Down Restaurant ITE Code 932	5,000 SF				30	20	50
High-Turnover Sit-Down Restaurant ITE Code 932	5,000 SF	25	25	50	30	20	50
General Retail ITE Code 820	35,000 SF	20	15	35	65	70	135
	Total Trips	195	410	605	515	350	865
	Pass-by Trips	**10**	**10**	**20**	**35**	**35**	**70**
	New Trips	**185**	**400**	**585**	**480**	**315**	**795**

* Trips rounded to nearest 5 trips

Table 2: Trip Distribution Assumptions (New Trips)

Land Use	Trip Distribution Assumptions	
	Residential	Commercial
To/from the north on Scott Boulevard Via Vawter School	22%	20%
To/from the south on Scott Boulevard Via Vawter School and Highway K	3%	10%
To/from Old Mill Creek Road	0%	10%
To/from the south on Sinclair Road	3%	10%
To/from the east on Southampton Drive	10%	20%
To/from the east on Nifong Boulevard	62%	30%

Exhibit 3 illustrates the site-generated traffic assignment for the proposed development trips at the study intersections.

2021 Build Traffic Volumes: The traffic generated by the proposed development (Exhibit 3) was aggregated with the Existing Traffic volumes (Exhibit 2) to reflect the forecasted, or build, traffic volumes. **Exhibit 4** illustrates the 2021 Build Traffic Volumes.

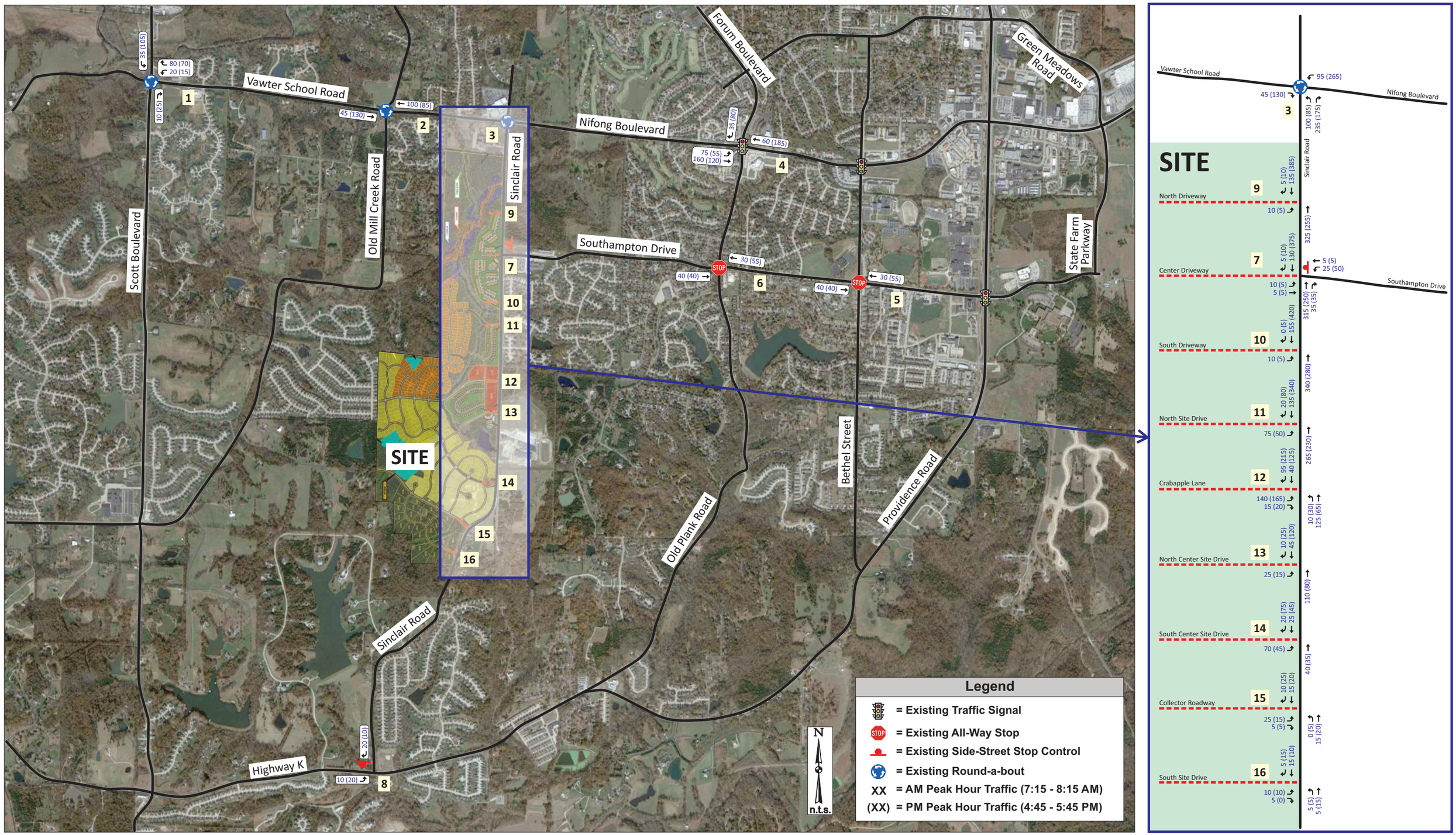

Exhibit 3: Site-Generated Trips

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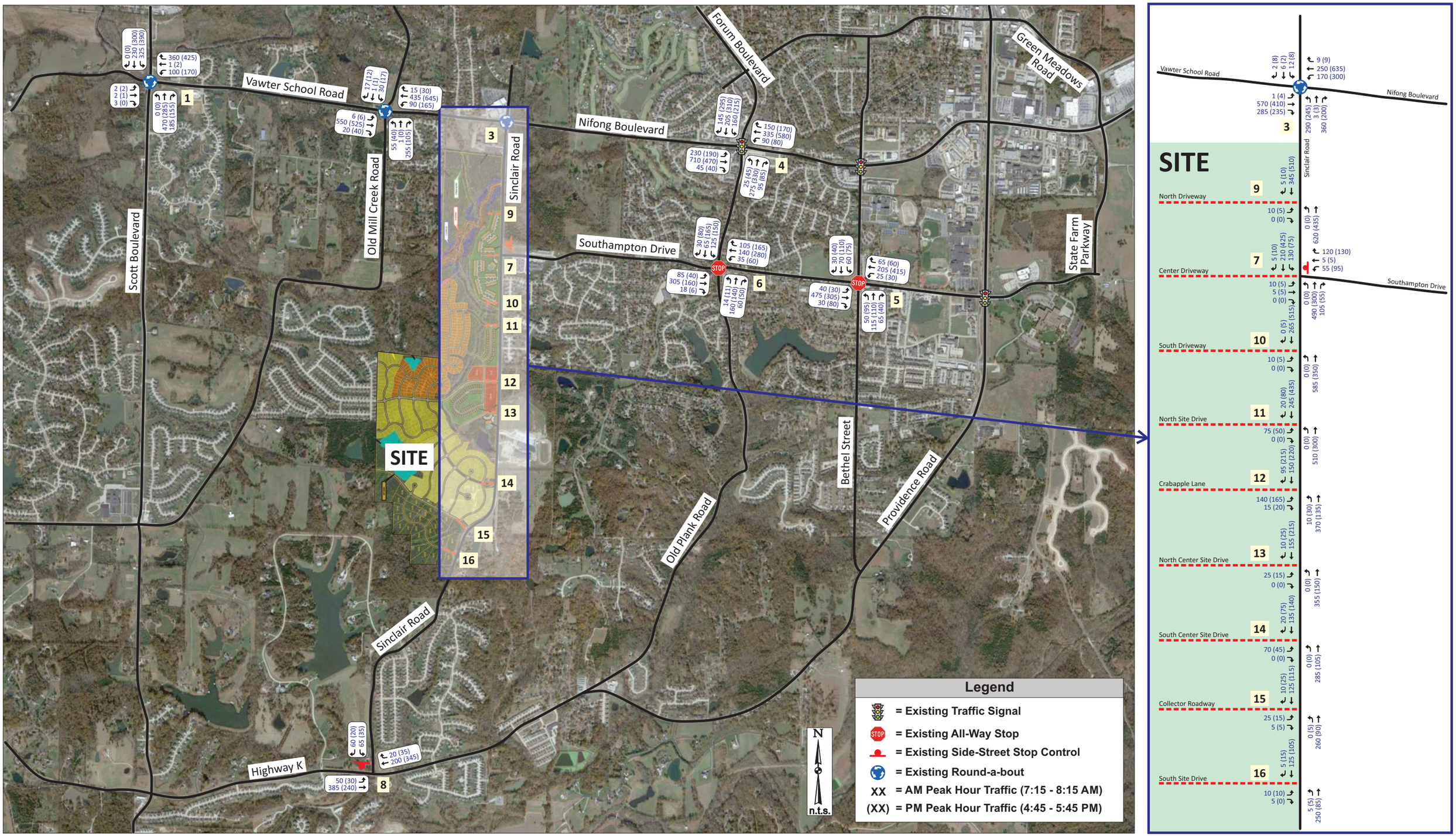

Exhibit 4: 2021 Build Traffic Volumes

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TRAFFIC ANALYSIS

Study Procedure: The Existing and 2021 Build operating conditions for the study intersections were evaluated using SYNCHRO 10 and SIDRA for the roundabouts. Both SYNCHRO and SIDRA are based on procedures outlined in the *Highway Capacity Manual* to determine estimates of capacity and operational performance of signalized and unsignalized intersections. This manual, which is used universally by traffic engineers to measure roadway capacity, establishes six levels of traffic service: Level A ("Free Flow"), to Level F ("Fully Saturated"). Levels of service (LOS) are measures of traffic flow which consider such factors as speed, delay, traffic interruptions, safety, driver comfort, and convenience. Level C, which is normally used for highway design, represents a roadway with volumes ranging from 70% to 80% of its capacity. However, Level D is generally considered acceptable for peak period conditions.

The thresholds that define level of service at an intersection are based upon the type of control used (i.e., whether it is signalized or unsignalized) and the calculated delay. For signalized and all-way stop intersections, the average control delay per vehicle is estimated for each movement and aggregated for each approach and then the intersection as a whole. At intersections with partial (side-street) stop control, delay is calculated for the minor movements only since motorists on the main road are not required to stop.

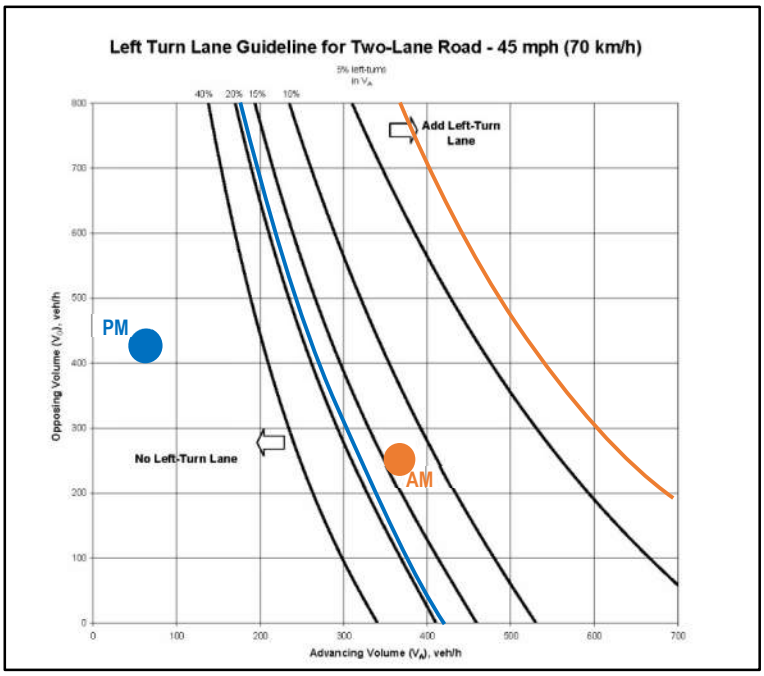
Level of service is directly related to control delay. At signalized intersections, the level of service criteria differs from that at unsignalized intersections primarily because varying transportation facilities create different driver expectations. The expectation is that a signalized intersection is designed to carry higher traffic volumes and consequently may experience greater delays than an unsignalized intersection. **Table 3** summarizes the thresholds used in the analysis for signalized and unsignalized intersections.

Table 3: Level of Service Thresholds

LEVEL OF SERVICE (LOS)	CONTROL DELAY PER VEHICLE (SEC/VEH)	
	Signalized Intersections	Unsignalized Intersections
A	≤ 10	0-10
B	> 10-20	> 10-15
C	> 20-35	> 15-25
D	> 35-55	> 25-35
E	> 55-80	> 35-50
F	> 80	> 50

Auxiliary Left-Turn Lane Warrants: The need for northbound left-turn lanes on Sinclair Road at the proposed site drives were evaluated using the Left-Turn Guidelines for Two-lane Roadway nomograph which is based on criteria using *MoDOT's Access Management Guidelines* (AMG). The MoDOT criteria provide guidelines for separate left-turn lanes on the through roadway by comparing the total advancing volume (which includes all turning traffic) to the total opposing volume (which includes opposing through and right-turn movements) during the design hour with respect to the number of mainline left-turns. Then, the percentage of left-turns is determined by dividing the number of left-turns by the total advancing volume. If the point lies to the right of the percentage line, then a left-turn lane should be considered. If the point is to the left of the line, then a left-turn lane is not necessary. Since, the posted speed on Sinclair Road is 40 mph, the 45 mph graph was used. Note, the MoDOT AMG states that "a left-turn lane is not needed for a left turn volume less than 10 vph unless criteria other than volume, such as crash experience, justify the need". Thus, at site drives where the forecasted left-turn movement is 10 vph or less in the peak hours, a left-turn lane is not necessary.

Figure 10 graphically illustrate the northbound left-turn lane evaluations at Crabapple Lane, assuming the 2021 Build traffic volumes during the weekday AM and PM peak hours. As can be seen in **Figure 10**, a separate northbound left-turn lane on Sinclair Road is not warranted at Crabapple Lane.



Posted Speed = 40 mph
Design Speed = 45 mph

Sinclair Road at Crabapple Lane

AM Peak Hour
Va = 380 vph
Vo = 245 vph
LT = 3%

PM Peak Hour
Va = 165 vph
Vo = 435 vph
LT = 18%

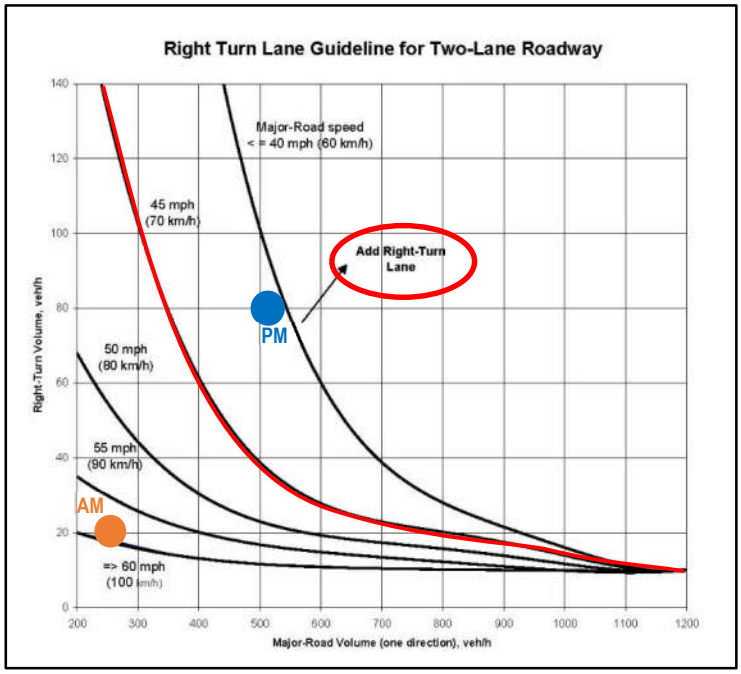
Figure 10: Northbound Sinclair Road Left-Turn Warrants – 2021 Build Crabapple Lane

Auxiliary Right-Turn Lane Warrants: The need for southbound right-turn lanes on Sinclair Road at the proposed site drives were evaluated using the Right-Turn Guidelines for Two-Lane Roadway nomograph which is based on criteria from MoDOT's AMG criteria. The MoDOT AMG provides guidelines for separate right-turn lanes on the through roadway by comparing the total advancing volume (which includes all turning traffic) to the number of mainline right-turns. The operating speed (posted speed limit) of the major roadway is used to determine if a right-turn lane is warranted. If the point lies to the right of the operating speed line, then a right-turn lane should be considered. If the plotted point is to the left of the line, then a left-turn lane is not necessary. Sinclair Road has a posted speed of 40 mph, so the 45 mph graph line was used. Note, the MoDOT AMG states that "a right-turn lane is not needed for a right turn volume less than 10 vph unless criteria other than volume, such as crash experience, justify the need". Thus, at site drives where the forecasted right-turn movement is 10 vph or less in the peak hours, a right-turn lane is not necessary.

Figures 11 through **16** graphically illustrate the southbound right-turn evaluations for the 2021 Build traffic volumes during the weekday AM and PM peak hours at the following intersections:

- Proposed North Site Drive (Figure 11);
- Crabapple Lane (Figure 12);
- Proposed North Center Site Drive (Figure 13);
- Proposed South Center Site Drive (Figure 14);
- Proposed Collector Roadway (Figure 15); and
- Proposed south site Drive (Figure 16).

As shown in **Figures 11** and **12**, a separate southbound right-turn lane is warranted at the proposed north site drive and at Crabapple Lane. As shown in **Figures 13** through **16**, separate southbound right-turn lanes are not warranted at the proposed north center site drive, proposed south center site drive, proposed collector roadway, and proposed south site drive.



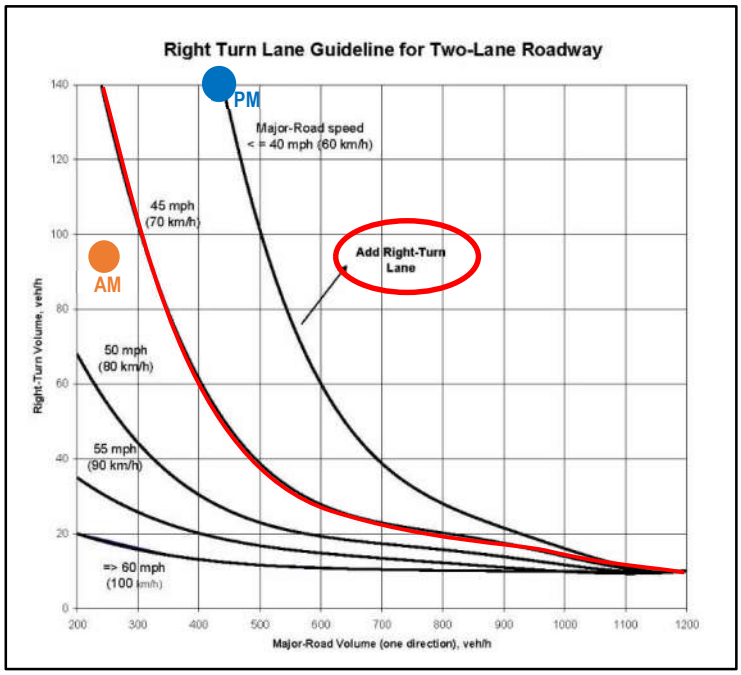
Posted Speed = 40 mph
Design Speed = 45 mph

<u>Sinclair Road at Proposed North Site Drive</u>

AM Peak Hour
Va = 265 vph
RT = 20 vph

PM Peak Hour
Va = 515 vph
RT = 80 vph

Figure 11: Southbound Sinclair Road Right-Turn Warrants – 2021 Build Proposed North Site Drive



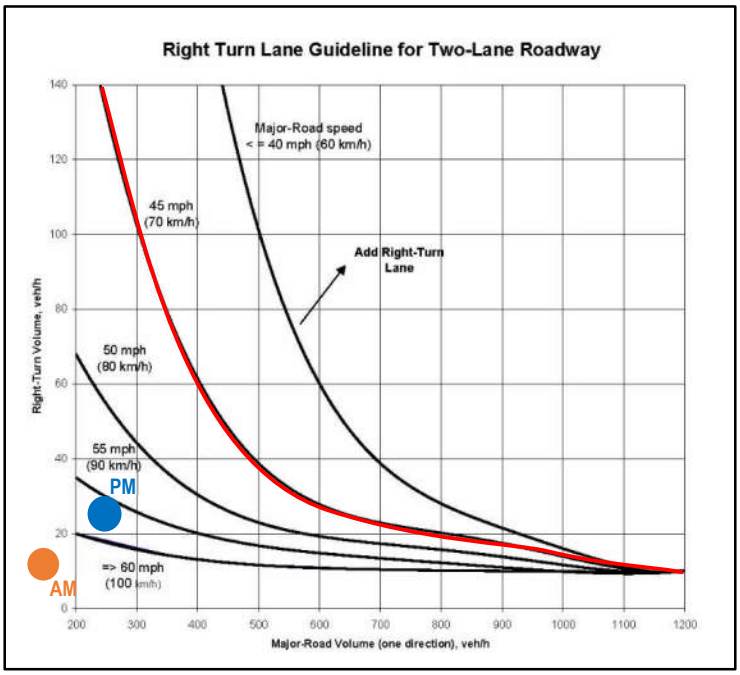
Posted Speed = 40 mph
Design Speed = 45 mph

<u>Sinclair Road at Crabapple Lane</u>

AM Peak Hour
Va = 245 vph
RT = 95 vph

PM Peak Hour
Va = 435 vph
RT = 215 vph

Figure 12: Southbound Sinclair Road Right-Turn Warrants – 2021 Build Crabapple Lane



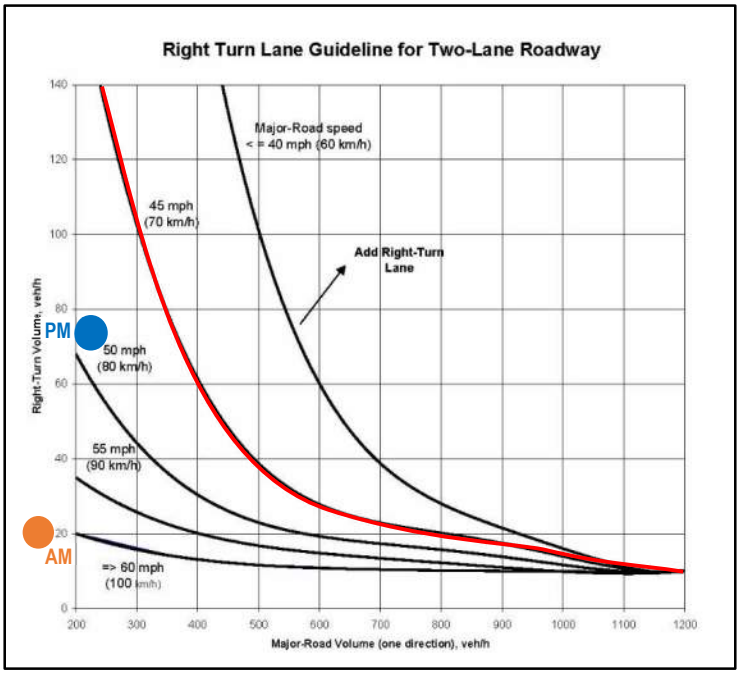
Posted Speed = 40 mph
Design Speed = 45 mph

<u>Sinclair Road at Proposed North Center Site Drive</u>

AM Peak Hour
Va = 165 vph
RT = 10 vph

PM Peak Hour
Va = 240 vph
RT = 25 vph

Figure 13: Southbound Sinclair Road Right-Turn Warrants – 2021 Build Proposed North Center Site Drive



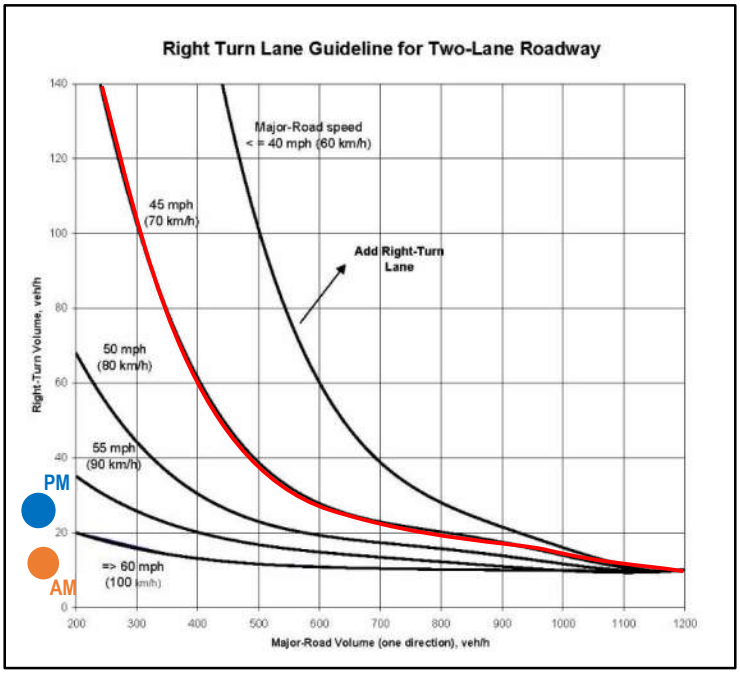
Posted Speed = 40 mph
Design Speed = 45 mph

<u>Sinclair Road at Proposed South Center Site Drive</u>

AM Peak Hour
Va = 155 vph
RT = 20 vph

PM Peak Hour
Va = 215 vph
RT = 75 vph

Figure 14: Southbound Sinclair Road Right-Turn Warrants – 2021 Build Proposed South Center Site Drive



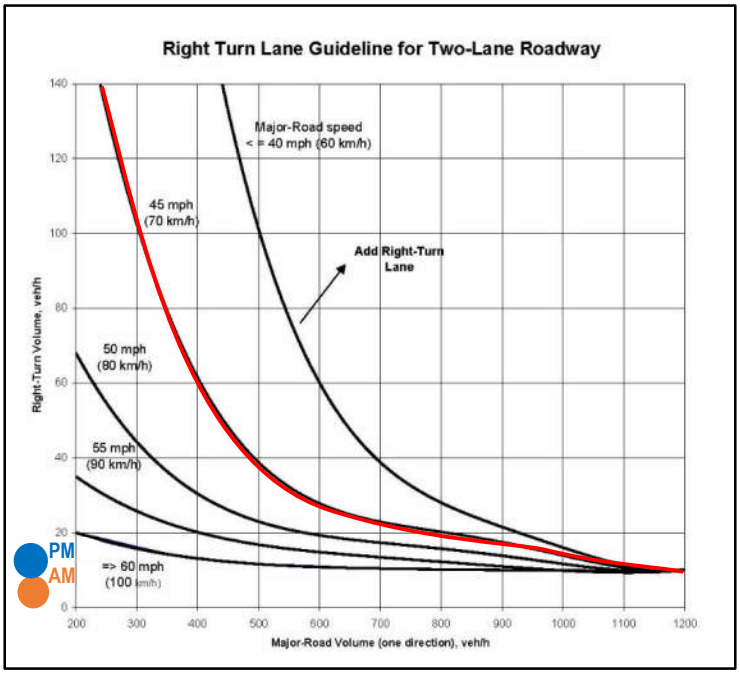
Posted Speed = 40 mph
Design Speed = 45 mph

<u>Sinclair Road at Proposed Collector Road</u>

AM Peak Hour
Va = 135 vph
RT = 10 vph

PM Peak Hour
Va = 140 vph
RT = 25 vph

Figure 15: Southbound Sinclair Road Right-Turn Warrants – 2021 Build Proposed Collector Road



Posted Speed = 40 mph
Design Speed = 45 mph

<u>Sinclair Road at Proposed South Site Drive</u>

AM Peak Hour
Va = 130 vph
RT = 5 vph

PM Peak Hour
Va = 120 vph
RT = 15 vph

Figure 16: Southbound Sinclair Road Right-Turn Warrants – 2021 Build Proposed South Site Drive

Operating Conditions: The study intersections were evaluated using the methodologies described above. **Table 4** summarizes the results of these analyses, which reflect the existing and 2021 Build operating conditions and average delays for each of the study intersections during the weekday AM and PM peak hours. The Synchro estimated 95th percentile queue is also noted for key movements at the study intersections. Note, the warranted southbound right-turn lanes on Sinclair Road at the proposed north site drive and Crabapple Lane were included in the traffic operations analysis section below shown in Table 5 for the 2021 Build conditions. All site drives were assumed to have one lane exiting with the exception of the Crabapple Lane extension which was assumed to have two lanes exiting (a right-turn lane and a left-turn lane).

Table 4: 2021 Operating Conditions Summary

Intersection / Approach	AM Peak Hour		PM Peak Hour	
	2021 Existing	2021 Build	2021 Existing	2021 Build
1 – Scott Boulevard and Brushwood Lake Road/Vawter School Road (Roundabout)				
Eastbound Brushwood Lake Road Approach	A (5.4)	A (5.8)	A (6.3)	A (7.3)
Westbound Vawter School Road Approach	B (11.9)	C (16.1)	B (11.8)	B (14.8)
Northbound Scott Boulevard Approach	C (17.5)	C (20.6)	A (9.4)	B (12.5)
Southbound Scott Boulevard Approach	A (7.8)	A (8.7)	B (10.4)	B (13.7)
Overall	**B (12.9)** v/c: 0.74	**C (15.4)** v/c: 0.79	**B (10.6)** v/c: 0.59	**B (13.7)** v/c: 0.69
2 – Nifong Boulevard and Old Mill Creek Road/Country Wood Road (Roundabout)				
Eastbound Nifong Boulevard Approach	A (8.7)	A (9.5)	A (8.0)	B (10.4)
Westbound Nifong Boulevard Approach	A (6.7)	A (7.9)	B (11.3)	B (13.6)
Northbound Old Mill Creek Road Approach	B (11.9)	B (13.0)	A (6.4)	A (7.7)
Southbound Country Wood Road Approach	A (5.4)	A (6.1)	A (7.2)	A (8.0)
Overall	**A (8.7)** v/c: 0.50	**A (9.6)** v/c: 0.55	**A (9.6)** v/c: 0.66	**B (11.8)** v/c: 0.73
3 – Nifong Boulevard and Sinclair Road (Roundabout)				
Eastbound Nifong Boulevard Approach	C (24.2) 95th Q: 850' TH	F (50.9) 95th Q: 1550' TH	A (7.3) 95th Q: 80' TH	C (18.2) 95th Q: 345' TH
Westbound Nifong Boulevard Approach	A (8.8) 95th Q: 65' TH	B (10.7) 95th Q: 115' TH	B (13.1) 95th Q: 215' TH	F (58.6) 95th Q: 1585' TH
Northbound Sinclair Road Approach	D (28.6) 95th Q: 260' LT	F (172.9) 95th Q: 2110' RT	A (7.0) 95th Q: 30' LT	B (13.6) 95th Q: 145' LT
Southbound Sinclair Road Approach	A (6.1)	A (6.8)	A (7.4)	B (10.9)
Overall	**C (21.8)** v/c: 0.87	**F (84.2)** v/c: 1.32	**B (10.1)** v/c: 0.68	**E (35.7)** v/c: 1.04

X (XX.X) - Level of Service (Vehicular delay in seconds per vehicle)
95th percentile queue for the critical movement of the approach and lane (L-Left, TR-Shared Thru/Right, R-Right)

Table 4: 2021 Operating Conditions Summary (Continued)

Intersection / Approach	AM Peak Hour		PM Peak Hour	
	2021 Existing	2021 Build	2021 Existing	2021 Build
4 – Nifong Boulevard and Forum Boulevard (Signalized)				
Eastbound Nifong Boulevard Approach	C (30.0)	C (34.0)	C (33.9)	D (37.8)
Westbound Nifong Boulevard Approach	C (23.1)	C (23.7)	C (24.7)	C (27.5)
Northbound Forum Boulevard Approach	C (33.6)	C (33.6)	C (30.8)	C (30.8)
Southbound Forum Boulevard Approach	C (33.6)	C (32.3)	C (30.7)	C (28.8)
Overall	**C (29.8)** v/c: 0.65	**C (31.1)** v/c: 0.72	**C (29.8)** v/c: 0.63	**C (31.0)** v/c: 0.72
5 – Southampton Drive and Bethel Street (All-Way STOP)				
Eastbound Southampton Drive Approach	F (109.7)	F (154.9)	F (81.9)	F (115.0)
Westbound Southampton Drive Approach	C (24.1)	D (29.2)	F (129.4)	F (186.5)
Northbound Bethel Street Approach	C (19.5)	C (20.2)	E (46.9)	E (47.0)
Southbound Bethel Street Approach	C (16.7)	C (17.2)	D (32.5)	D (32.6)
Overall	**F (58.7)** v/c: 1.15	**F (80.6)** v/c: 1.26	**F (80.4)** v/c: 1.18	**F (110.9)** v/c: 1.32
6 – Southampton Drive and Forum Boulevard (All-Way STOP)				
Eastbound Southampton Drive Approach	D (25.2)	E (37.6)	C (17.8)	C (21.5)
Westbound Southampton Drive Approach	C (16.7)	C (20.9)	F (79.3)	F (142.0)
Northbound Forum Boulevard Approach	C (16.1)	C (18.1)	C (19.2)	C (20.7)
Southbound Forum Boulevard Approach	C (16.8)	C (18.9)	F (52.7)	F (60.8)
Overall	**C (19.4)** v/c: 0.73	**D (25.8)** v/c: 0.85	**F (52.3)** v/c: 1.05	**F (79.8)** v/c: 1.22
7 – Sinclair Road and Southampton Drive/Proposed Center Drive (Side-Street STOP)				
Eastbound Proposed Center Driveway Approach		F (87.7)		D (31.5)
Westbound Southampton Drive Approach	C (16.4)	F (139.0)	B (10.5)	F (53.9)
Northbound Sinclair Road Approach	Free Flow	Free Flow	Free Flow	Free Flow
Southbound Sinclair Road Approach	A (5.4)	A (5.7)	A (4.7)	A (2.1)
Overall	**A (5.6)** v/c: 0.41	**D (25.7)** v/c: 1.11	**A (6.7)** v/c: 0.25	**B (13.2)** v/c: 0.84

X (XX.X) - Level of Service (Vehicular delay in seconds per vehicle)
95th percentile queue for the critical movement of the approach and lane (L-Left, TR-Shared Thru/Right, R-Right)

Table 4: 2021 Operating Conditions Summary (Continued)

Intersection / Approach	AM Peak Hour		PM Peak Hour	
	2021 Existing	2021 Build	2021 Existing	2021 Build
8 – Route K and Sinclair Road (Side-Street STOP)				
Eastbound Route K Approach	A (1.8)	A (2.2)	A (<1.0)	A (1.2)
Westbound Route K Approach	Free Flow	Free Flow	Free Flow	Free Flow
Southbound Sinclair Road Approach	C (21.6)	C (23.6)	B (14.8)	C (15.2)
Overall	A (4.9) v/c: 0.46	A (6.1) v/c: 0.54	A (1.2) v/c: 0.25	A (1.8) v/c: 0.25
9 – Proposed North Driveway and Sinclair Road (Side-Street STOP)				
Eastbound Proposed North Driveway Approach		C (20.0)		C (19.2)
Northbound Sinclair Road Approach		Free Flow		Free Flow
Southbound Sinclair Road Approach		Free Flow		Free Flow
Overall		A (<1.0) v/c: 0.22		A (<1.0) v/c: 0.33
10 – Proposed South Driveway and Sinclair Road (Side-Street STOP)				
Eastbound Proposed Center Driveway Approach		C (17.5)		C (17.6)
Northbound Sinclair Road Approach		Free Flow		Free Flow
Southbound Sinclair Road Approach		Free Flow		Free Flow
Overall		A (<1.0) v/c: 0.17		A (<1.0) v/c: 0.33
11 – Proposed North Site Drive and Sinclair Road (Side-Street STOP)				
Eastbound Proposed North Site Drive Approach		C (18.7)		C (17.0)
Northbound Sinclair Road Approach		Free Flow		Free Flow
Southbound Sinclair Road Approach		Free Flow		Free Flow
Overall		A (1.7) v/c: 0.24		A (1.0) v/c: 0.28
12 – Crabapple Lane and Sinclair Road (Side-Street STOP)				
Eastbound Crabapple Lane Approach		C (15.7)		B (14.2)
Northbound Sinclair Road Approach		A (<1.0)		A (1.8)
Southbound Sinclair Road Approach		Free Flow		Free Flow
Overall		A (3.2) v/c: 0.32		A (3.7) v/c: 0.33

X (XX.X) - Level of Service (Vehicular delay in seconds per vehicle)
95th percentile queue for the critical movement of the approach and lane (L-Left, TR-Shared Thru/Right, R-Right)

Table 4: 2021 Operating Conditions Summary (Continued)

Intersection / Approach	AM Peak Hour		PM Peak Hour	
	2021 Existing	2021 Build	2021 Existing	2021 Build
13 – Proposed North Center Site Drive and Sinclair Road (Side-Street STOP)				
Eastbound Proposed North Center Site Drive Approach		B (12.8)		B (11.2)
Northbound Sinclair Road Approach		Free Flow		Free Flow
Southbound Sinclair Road Approach		Free Flow		Free Flow
Overall		A (<1.0) v/c: 0.11		A (<1.0) v/c: 0.15
14 – Proposed South Center Site Drive and Sinclair Road (Side-Street STOP)				
Eastbound Proposed South Center Site Drive Approach		B (12.5)		B (10.7)
Northbound Sinclair Road Approach		Free Flow		Free Flow
Southbound Sinclair Road Approach		Free Flow		Free Flow
Overall		A (1.7) v/c: 0.14		A (1.3) v/c: 0.14
15 – Proposed Collector Roadway and Sinclair Road (Side-Street STOP)				
Eastbound Proposed Collector Roadway Approach		B (11.1)		A (9.8)
Northbound Sinclair Road Approach		Free Flow		Free Flow
Southbound Sinclair Road Approach		Free Flow		Free Flow
Overall		A (<1.0) v/c: 0.09		A (<1.0) v/c: 0.09
16 – Proposed South Site Drive and Sinclair Road (Side-Street STOP)				
Eastbound Proposed South Site Drive Approach		B (10.8)		A (9.8)
Northbound Sinclair Road Approach		Free Flow		Free Flow
Southbound Sinclair Road Approach		Free Flow		Free Flow
Overall		A (<1.0) v/c: 0.08		A (<1.0) v/c: 0.08

X (XX.X) - Level of Service (Vehicular delay in seconds per vehicle)
95th percentile queue for the critical movement of the approach and lane (L-Left, TR-Shared Thru/Right, R-Right)

As shown in Table 5, most of the study intersections operate at overall favorable levels of service (i.e., LOS D or better) in the 2021 Existing conditions and would continue to operate at overall favorable levels of service during the peak hours for the 2021 Build conditions. In fact, most of the study intersections and the respective approaches to those intersections are forecasted to operate at highly desirable LOS C or better. Study intersections which warrant further discussion are discussed in the following paragraphs.

3 – Nifong Boulevard and Sinclair Road

As shown in Table 4, the intersection of Nifong Boulevard and Sinclair Road is expected to operate at LOS F and LOS E during the AM and PM peak hours, respectively, with long delays and queues in the full build-out conditions. This is due to the existing heavy eastbound and westbound through movements, as well as the additional traffic from the proposed development on the northbound approach during both peak hours.

Note that the existing traffic volumes for all study intersections were increased by 15% in the AM peak hour. However, it is likely the traffic volumes at the Nifong Boulevard and Sinclair Road intersection were already inflated due to the adjacent schools and the fact that many parents were driving their children to school given the pandemic and not wanting their children to ride the bus. Thus, it is likely the AM peak hour conditions will be better than shown in the table.

Furthermore, it is our understanding that in the future Nifong Boulevard is expected to be expanded from a two-lane roadway (one lane in each direction) to a four-lane roadway (two lanes in each direction). The newly constructed roundabout at Nifong Boulevard and Sinclair Road was designed to be expanded to a two-lane roundabout in the future when Nifong Boulevard is widened.

With the full build-out of the proposed development, a two-lane roundabout at Nifong Boulevard and Sinclair Road is expected to be needed to adequately accommodate the forecasted volumes. A two-lane roundabout at Nifong Boulevard and Sinclair Road was evaluated for the 2021 Build conditions during the AM and PM peak hours. As shown in **Table 5**, a two-lane roundabout would provide highly favorable operations at the intersection for the 2021 Build conditions.

Table 5: 2021 Operating Conditions Summary – Nifong Boulevard and Sinclair Road (Two-Lane Roundabout)

Intersection / Approach	AM Peak Hour	PM Peak Hour
	2021 Build	2021 Build
3 – Nifong Boulevard and Sinclair Road (Roundabout)		
Eastbound Nifong Boulevard Approach	A (8.9) 95th Q: 70' TH	A (7.5) 95th Q: 45' TH
Westbound Nifong Boulevard Approach	A (6.8) 95th Q: 30' TH	A (9.2) 95th Q: 75' TH
Northbound Sinclair Road Approach	C (15.3) 95th Q: 130' RT	A (7.0) 95th Q: 30' LT
Southbound Sinclair Road Approach	A (6.3)	A (9.0)
Overall	B (10.6)	A (8.2)

X (XX.X) - Level of Service (Vehicular delay in seconds per vehicle)
95th percentile queue for the critical movement of the approach and lane (L-Left, TR-Shared Thru/Right, R-Right)

5 – Southampton Drive and Bethel Street

As shown in Table 4, the intersection of Southampton Drive and Bethel Street currently operates at overall LOS F in both the AM and PM peak hours with long delays for the Southampton Drive approaches. This is due to the heavy eastbound/westbound approach volumes on Southampton Drive and the moderate northbound/southbound approach volumes on Bethel Street. As expected, any additional traffic at the intersection would make the already poor conditions during the peak hours slightly worse.

Under build conditions the eastbound and westbound through movements are expected to increase approximately 11% and 15%, during the AM and PM peak hours, respectively. The low percentage increase in the eastbound and westbound through movements are expected to slightly degrade intersections operations as compared to the existing poor levels of service. Based on preliminary discussions with the City, a roundabout should be considered to provide acceptable levels of service for the existing conditions. As such, the intersection of Southampton Drive and Bethel Street was reevaluated for the 2021 Build conditions as a single lane roundabout which is summarized in **Table 6**. As can be seen, a single lane roundabout would provide highly favorable operations at the intersection for the 2021 Build conditions.

Table 6: 2021 Operating Conditions Summary – Southampton Drive and Bethel Street (Single -Lane Roundabout)

Intersection / Approach	AM Peak Hour	PM Peak Hour
	2021 Build	2021 Build
5 – Southampton Drive and Bethel Street (Roundabout)		
Eastbound Southampton Drive Approach	B (11.0)	A (8.9)
Westbound Southampton Drive Approach	A (7.9)	B (11.8)
Northbound Bethel Street Approach	B (11.5)	A (9.8)
Southbound Bethel Street Approach	A (5.9)	B (10.5)
Overall	A (9.6)	B (10.3)

X (XX.X) - Level of Service (Vehicular delay in seconds per vehicle)

6 – Southampton Drive and Forum Boulevard

As shown in Table 4, Southampton Drive and Forum Boulevard intersection currently operates at overall LOS F during the PM peak hour. Any additional traffic at the intersection would be expected to make the already poor conditions during the PM peak hour slightly worse.

Under build conditions the eastbound and westbound through movements are expected to increase by a combined 28% during the PM peak hour. The moderate percentage increase in the eastbound and westbound through movements are expected to slightly degrade intersection operations. Based on preliminary discussions with the City, a roundabout should be considered to provide acceptable levels of service for the existing conditions. As such, the intersection of

Southampton Drive and Forum Boulevard was reevaluated for the 2021 Build conditions as a single lane roundabout which is summarized in **Table 7**. As can be seen, a single lane roundabout would provide highly favorable operations at the intersection for the 2021 Build conditions.

Table 7: 2021 Operating Conditions Summary – Southampton Drive and Forum Boulevard (Single-Lane Roundabout)

Intersection / Approach	AM Peak Hour	PM Peak Hour
	2021 Build	2021 Build
6 – Southampton Drive and Forum Boulevard (Roundabout)		
Eastbound Southampton Drive Approach	A (8.5)	A (7.3)
Westbound Southampton Drive Approach	A (6.9)	B (10.2)
Northbound Forum Boulevard Approach	A (9.2)	A (6.9)
Southbound Forum Boulevard Approach	A (5.6)	B (11.1)
Overall	A (7.7)	A (9.5)

X (XX.X) - Level of Service (Vehicular delay in seconds per vehicle)

7 – Southampton Drive/Proposed Center Drive and Sinclair Road

As shown in Table 4, the intersection of Southampton Drive and Sinclair Road is forecasted to decline from overall LOS A during both peak hours to overall LOS D and B during the AM and PM peak hours, respectively. Furthermore, the westbound Southampton Drive approach is expected to operate at LOS F during both peak hours. The proposed development will have the greatest impact on the Southampton Drive and Sinclair Road intersection with the traffic volumes at the intersection expected to almost double in the AM peak hour and triple in the PM peak hour. As such, a roundabout was considered to provide acceptable levels of service for the full build-out conditions. As shown in **Table 8**, a single lane roundabout would provide highly favorable operations at the intersection for the 2021 Build conditions.

Table 8: 2021 Operating Conditions Summary – Southampton Drive and Sinclair Road (One-Lane Roundabout)

Intersection / Approach	AM Peak Hour	PM Peak Hour
	2021 Build	2021 Build
7 – Southampton Drive/Proposed Center Drive and Sinclair Road (Roundabout)		
Eastbound Southampton Drive Approach	A (4.9)	A (5.6)
Westbound Proposed Center Driveway Approach	A (9.7)	A (6.8)
Northbound Sinclair Road Approach	B (13.7)	A (6.1)
Southbound Sinclair Road Approach	A (6.5)	A (8.3)
Overall	B (10.7)	A (7.2)

X (XX.X) - Level of Service (Vehicular delay in seconds per vehicle)

SUMMARY

CBB completed the preceding study to address the anticipated traffic impacts associated with the Sinclair Farms development located on the west side of Sinclair Road south of Nifong Boulevard in Columbia, Missouri.

In summary, the following findings and improvements should be considered based on the existing traffic volumes and conditions:

- In order to provide acceptable levels of service for the existing conditions, a single-lane roundabout should be considered at the intersection of Southampton Drive and Bethel Street and the intersection of Southampton Drive and Forum Boulevard.

In summary, the following findings and improvements should be considered in conjunction with the proposed Sinclair Farms development:

- The proposed development is estimated to add about 585 new trips in the AM peak hour and 795 new trips in the PM peak hour to the adjacent roadways.
- Southbound Sinclair Road right-turn lanes are warranted at the intersections of the proposed north site drive and the proposed Crabapple Lane connection.
- It is our understanding that in the future Nifong Boulevard is expected to be expanded from a two-lane roadway to a four-lane roadway. As such, the newly constructed roundabout was designed to be expanded to a two-lane roundabout in the future when Nifong Boulevard is widened. With the full build-out of the proposed development, a two-lane roundabout at Nifong Boulevard and Sinclair Road is expected to be needed to adequately accommodate the forecasted volumes.
- The proposed development will have the greatest impact on the Southampton Drive and Sinclair Road intersection with the traffic volumes at the intersection expected to nearly double in the AM peak hour and triple in the PM peak hour. As such, it is recommended that a roundabout be considered at the intersection of Southampton Drive/Proposed Center Drive and Sinclair Road to provide acceptable levels of service for the full build-out conditions.
- Careful consideration should be given to sight distance obstructions when planning any future aesthetic enhancements, such as berms, fencing and landscaping, at any of the development drives to ensure that these improvements do not obstruct the view of entering and exiting traffic at the site intersections with the public roads. It is generally recommended that all improvements wider than two inches (posts, tree trunks, etc.) and higher than 3.5 feet above the elevation of the nearest pavement edge be held back at least 20 feet from the traveled roadway.

We trust this traffic impact study adequately describes the forecasted traffic conditions that should be expected as a result of the proposed Sinclair Farms mixed-use development. If additional information is desired, please feel free to contact me at 314-449-9572 or via email at swhite@cbbtraffic.com.

Sincerely,

Shawn Lerai White, P.E., PTOE
Associate - Senior Traffic Engineer

EXHIBIT E
Legal Description Lot 498

DESCRIPTION SINCLAIR TRACT – CITY PARCEL
FOR LEGACY LAND DEVELOPMENT, LLC
JOB #140132

MARCH 9, 2022

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 48 NORTH, RANGE 13 WEST, COLUMBIA, BOONE COUNTY, MISSOURI AND BEING PART OF THE LAND SHOWN IN THE SURVEY RECORDED IN BOOK 1392, PAGE 982 AND BEING PART OF THE LAND DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK ____ PAGE ____ AND BEING MORE PARTICULARITY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SURVEY RECORDED IN BOOK 1392, PAGE 982, SAID POINT BEING ON THE SOUTH LINE LOT 1 OF COLUMBIA SCHOOL DISTRICT SUBDIVISION NO. 1, RECORDED IN PLAT BOOK 21, PAGE 97; THENCE WITH THE SOUTH LINE THEREOF, S 83°49'15"E, 412.96 FEET TO THE POINT OF BEGINNING:

THENCE FROM THE POINT OF BEGINNING AND CONTINUING WITH THE SOUTH LINE OF SAID LOT 1, S 83°49'15"E, 849.32 FEET; THENCE LEAVING SAID SOUTH LINE AND CONTINUING WITH THE LINES OF SAID SURVEY RECORDED IN BOOK 1392, PAGE 982, S 6°42'05"W, 11.92 FEET; THENCE S 83°03'05"E, 4.58 FEET; THENCE LEAVING THE LINES OF SAID SURVEY, S 1°18'25"W, 583.56 FEET; THENCE S 69°33'45"W, 214.65 FEET; THENCE S 47°50'45"W, 93.20 FEET; THENCE S 16°25'10"W, 256.35 FEET; THENCE S 70°30'20"W, 135.28 FEET; THENCE S 43°01'35"W, 163.34 FEET; THENCE N 44°23'35"W, 186.61 FEET; THENCE N 2°40'30"W, 165.92 FEET; THENCE N 7°25'05"W, 131.93 FEET; THENCE N 27°54'35"W, 288.72 FEET; THENCE N 22°13'25"E, 261.88 FEET; THENCE N 11°14'15"W, 313.71 FEET TO THE POINT OF BEGINNING AND CONTAINING 16.98 ACRES.

BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE).

DAVID T. BUTCHER, PLS-2002014095

3/9/2022
DATE

STATE OF MISSOURI
DAVID THOMAS BUTCHER
NUMBER
PLS-2002014095
PROFESSIONAL LAND SURVEYOR

CROCKETT ENGINEERING CONSULTANTS 1000 W. Nifong Blvd. Building 1 Columbia, Missouri 65203 (573) 447-0292 www.crockettengineering.com	CORPORATE NUMBER 2000151304 DATE: 3/2/2022 PROJECT: 140132	SINCLAIR TRACT – CITY PARCEL NW 1/4 SECTION 34, TOWNSHIP 48 NORTH, RANGE 13 WEST, COLUMBIA, BOONE COUNTY, MISSOURI

EXHIBIT F
Title Commitment

Transaction Identification Data for reference only:
Issuing Agent: Boone-Central Title Company
Issuing Office: 601 E. Broadway, Ste. 102
Issuing Office's ALTA Registry ID: 1001489
Loan ID Number:
Commitment Number:
Issuing Office File Number: 2201132
Property Address: 16.98 acres, more or less, off Sinclair Rd Columbia, MO 65203
Revision Number: _____

COMMITMENT FOR TITLE INSURANCE

Issued by
First American Title Insurance Company

SCHEDULE A

1. Commitment Date: **March 1, 2022, 8:00 am**

2. Policy to be issued:
   (a) 2006 ALTA® Owner's Policy

   Proposed Insured: **City of Columbia, Missouri, a municipal corporation**

   Proposed Policy Amount: **$925,000.00**

   (b) 2006 ALTA® Loan Policy

   Proposed Insured: **,** its successors and assigns as defined in Paragraph 1(e) of the Conditions and Stipulations of the Policy

   Proposed Policy Amount:

3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.

4. The Title is, at the Commitment Date, vested in:
   The Curators of the University of Missouri, a public corporation of the State of Missouri

5. The land referred to in this Commitment is described as follows:

   SEE ATTACHED EXHIBIT "A"

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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Boone-Central Title Company

By:

_____

Authorized Signatory

EXHIBIT "A"

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 48 NORTH, RANGE 13 WEST, COLUMBIA, BOONE COUNTY, MISSOURI AND BEING PART OF THE LAND SHOWN IN THE SURVEY RECORDED IN BOOK 1392, PAGE 982 AND BEING PART OF THE LAND DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK ____ PAGE ____ AND BEING MORE PARTICULARITY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SURVEY RECORDED IN BOOK 1392, PAGE 982, SAID POINT BEING ON THE SOUTH LINE LOT 1 OF COLUMBIA SCHOOL DISTRICT SUBDIVISION NO. 1, RECORDED IN PLAT BOOK 21, PAGE 97; THENCE WITH THE SOUTH LINE THEREOF, S 83°49'15"E, 412.96 FEET TO THE POINT OF BEGINNING:

THENCE FROM THE POINT OF BEGINNING AND CONTINUING WITH THE SOUTH LINE OF SAID LOT 1, S 83°49'15"E, 849.32 FEET; THENCE LEAVING SAID SOUTH LINE AND CONTINUING WTH THE LINES OF SAID SURVEY RECORDED IN BOOK 1392, PAGE 982, S 6°42'05"W, 11.92 FEET; THENCE S 83°03'05"E, 4.58 FEET; THENCE LEAVING THE LINES OF SAID SURVEY, S 1°18'25"W, 583.56 FEET; THENCE S 69°33'45"W, 214.65 FEET; THENCE S 47°50'45"W, 93.20 FEET; THENCE S 16°25'10"W, 256.35 FEET; THENCE S 70°30'20"W, 135.28 FEET; THENCE S 43°01'35"W, 163.34 FEET; THENCE N 44°23'35"W, 186.61 FEET; THENCE N 2°40'30"W, 165.92 FEET; THENCE N 7°25'05"W, 131.93 FEET; THENCE N 27°54'35"W, 288.72 FEET; THENCE N 22°13'25"E, 261.88 FEET; THENCE N 11°14'15"W, 313.71 FEET TO THE POINT OF BEGINNING AND CONTAINING 16.98 ACRES.

COMMITMENT FOR TITLE INSURANCE

Issued by
First American Title Insurance Company

SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4.
5. **Notice:** Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

   a. Warranty Deed from The Curators of the University of Missouri, a public corporation of the State of Missouri, to Legacy Land Development LLC, a Missouri limited liability company.

   b. Furnish for our file a certified copy of the resolution of the Board of Curators of the University of Missouri authorizing the sale of the subject premises.

   c. Warranty Deed from Legacy Land Development LLC, a Missouri limited liability company to City of Columbia, Missouri, a municipal corporation.

   d. Provide our office with the following documents in regard to Legacy Land Development LLC, a Missouri limited liability company: (a) An authentic copy of the Operating Agreement and any amendments; (b) An authentic copy of the Articles of Organization and any amendments filed with the Missouri Secretary of State; (c) Evidence of authority of managers and/or members to execute all necessary documents; (d) Confirmation that no acts of winding up have been filed with the Missouri Secretary of State. NOTE: Upon review, we reserve the right to make further requirements and/or exceptions as deemed necessary.

   e. Furnish for our file a copy of the Ordinance from the City of Columbia, Missouri, authorizing the purchase.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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f. Verify that the seller/purchaser has received no notice in writing from any claimant of a real estate broker's lien, appraiser's lien, or title examiner's lien, as of the date and time of closing.

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COMMITMENT FOR TITLE INSURANCE

Issued by
First American Title Insurance Company

SCHEDULE B PART II

II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed to the satisfaction of the Company:

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. General taxes for the year 2022 and thereafter. Any Special Taxes are not at this date entered against said property on the books in the Clerk's Office for the County of Boone, State of Missouri. NONE NOW DUE AND PAYABLE
8. Minerals, both subsurface and surface substances, including but not limited to coal, oil, gas, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges and immunities related thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. (Applies to commitments issued on Agents National Title Insurance Company only)
9. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A or attached plat, if any. The Company does not insure the area, square footage, or acreage of the

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land.

10. Title to that portion of the land within the right-of-way of Sinclair Road.

11. Easement taken by The Texas-Empire Pipe Line Company as set forth by the decree and judgment recorded in Book 193, Page 362, Records of Boone County, Missouri. (Subject to the assignment recorded in Book 497, Page 327, Records of Boone County, Missouri.)

12. Easement granted to The Texas-Empire Pipe Line Company by instrument dated May 29, 1945 and recorded in Book 235, Page 599, Records of Boone County, Missouri. (Subject to the assignment recorded in Book 497, Page 327, Records of Boone County, Missouri.)

13. Right of use permit granted to the City of Columbia, Missouri by instrument dated May 8, 1981 and recorded in Book 482, Page 369, Records of Boone County, Missouri.

14. Right of use permit granted to Consolidated Public Water Supply District No. 1 by instrument dated April 16, 1981 and recorded in Book 482, Page 504, Records of Boone County, Missouri.

15. Easement granted to Williams Pipe Line Company by instrument dated October 28, 1985 and recorded in Book 560, Page 417, Records of Boone County, Missouri.

16. Easement granted to Chris L. Korschgen, Leory Korschgen and Catherine M. Azdell by instrument dated April 8, 1986 and recorded in Book 570, Page 124, Records of Boone County, Missouri.

17. Easement granted to the City of Columbia, Missouri by instrument dated December 23, 1987 and recorded in Book 664, Page 799, Records of Boone County, Missouri.

18. Easement for gas pipeline granted to Union Electric Company by instrument dated November 7, 1988 and recorded in Book 702, Page 478, Records of Boone County, Missouri.

19. Easement granted to Boone Electric Cooperative by instrument dated November 7, 1988 and recorded in Book 723, Page 713, Records of Boone County, Missouri.

20. Easement granted to the City of Columbia, Missouri by instrument dated January 11, 1996 and recorded in Book 1209, Page 939, Records of Boone County, Missouri.

21. Easement granted to Williams Communications, Inc. by instrument dated May 11, 2000 and recorded in Book 1626, Page 216, Records of Boone County, Missouri.

22. Grant of easement for sewer purposes to the City of Columbia, Missouri by instrument dated March 17, 2003 and recorded in Book 2219, Page 566, Records of Boone County, Missouri. (Said easement is subject to the ordinance recorded in Book 2411, Page 5, Records of Boone County, Missouri.)

23. Water line easement granted to Consolidated Public Water Supply District No. 1 by instrument dated September 10, 2003 and recorded in Book 2382, Page 13, Records of Boone County, Missouri.

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24. Grant of easement for sewer purposes to the City of Columbia, Missouri by instrument dated September 10, 2003 and recorded in Book 2411, Page 6, Records of Boone County, Missouri.

25. Grant of easement for utility purposes to the City of Columbia, Missouri by instrument dated September 10, 2003 and recorded in Book 2411, Page 19, Records of Boone County, Missouri.

26. Grant of easement for utility purposes to the City of Columbia, Missouri by instrument dated September 10, 2003 and recorded in Book 2411, Page 86, Records of Boone County, Missouri.

27. Grant of easement for street purposes to the City of Columbia, Missouri by instrument dated September 10, 2003 and recorded in Book 2411, Page 87, Records of Boone County, Missouri.

28. Easement for gas pipeline granted to Union Electric Company by instrument dated December 18, 2003 and recorded in Book 2503, Page 41, Records of Boone County, Missouri.

29. Grant of easement for sewer purposes to the City of Columbia, Missouri by instrument dated July 30, 2008 and recorded in Book 3409, Page 44, Records of Boone County, Missouri.

30. Partial release of right-of-way (full release tract) made by Magellan Pipeline Company, L.P. dated July 21, 2017 and recorded in Book 4786, Page 22, Records of Boone County, Missouri.

31. Terms and provisions of an instrument entitled "Easement Agreement" made by and between Arrowhead III LLC and the Curators of the University of Missouri by instrument dated November 1, 2017 and recorded in Book 4824, Page 172, Records of Boone County, Missouri.

32. Grant of easement for sewer purposes to the City of Columbia, Missouri by instrument dated June 8, 2018 and recorded in Book 4929, Page 154, Records of Boone County, Missouri.

33. NOTE: The following is for informational purposes only. We assume no liability for correctness of same.

Parcel ID Number: 20-200-00-00-001.00 and 16-800-00-00-003.00
2021 Tax Amount: $0.00. (Tax exempt)
Taxes are due and payable on December 31st of each year

Property Address:
16.98 acres, more or less, off Sinclair Rd
Columbia, MO 65203

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601 East Broadway, Suite 102
Columbia, Missouri 65201
573-442-0139
573-874-7090 FAX
www.boone-central.com

BOONE-CENTRAL TITLE COMPANY
Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Boone-Central Title Company.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and

procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

First American Title™

Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit https://www.firstam.com/privacy-policy/. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you about and from you. To learn more about the categories of information we collect, please visit https://www.firstam.com/privacy-policy/.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit https://www.firstam.com/privacy-policy/

How Do We Share Your Information? We do not sell your information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we may use your information, please visit https://www.firstam.com/privacy-policy/.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices, by visiting https://www.firstam.com/privacy-policy/.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR**

CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.

First American Title™

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Right of Deletion. You also have a right to request that we delete the personal information we have collected from you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California Resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any away if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California residents over 12 months, please see "What Information Do We Collect About You" in https://www.firstam.com/privacy-policy. To learn more about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of the third parties with whom we have shared that information:

Please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in https://www.firstam.com/privacy-policy.

Notice of Sale. We have not sold the personal information of California Residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and :How Do We Share Your Information" in https://www.firstam.com/privacy-policy.

First American Title™	Commitment for Title Insurance
	ISSUED BY
Commitment	

FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

(This Commitment is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>. THIS PARAGRAPH DOES NOT APPLY IN THE STATE OF MISSOURI.*