Bob Dixon Presiding Commissioner

Harold Bengsch

1st District Commissioner

John C. Russell 2nd District Commissioner



Shane Schoeller Clerk of the Commission

Christopher J. Coulter, AICP County Administrator

> Megan Applegate Executive Assistant

COUNTY COMMISSION

Greene County, Missouri (417) 868-4112

Greene County Commission Commission Briefing Minutes

Tuesday, Ocotber 6, 2020 8:45 AM Commission Conference Room 1443 N. Robberson, 10th Floor



The Greene County Commission is now offering an alternative to attending the meeting. Please join our meeting from your computer, tablet or smartphone. https://www.dotomeet.me/GCCommissionOffice. You can also dial in using your phone. United States: +1 (872) 240-3412. You will be prompted for a PIN number where you will hit the "#" key and be prompted for an access code: 675-853-269

PLEASE BE AWARE: CoxHealth has adopted a universal masking policy for all their properties. Masks are to be worn entering and exiting their facilities and medical office buildings as well as when in any interior common areas such as a lobby, hallway, shared bathroom, elevator, and stairwell.

Attendees:

Teleconference Attendees: Bob Dixon, Harold Bengsch, John Russell, Jeff Bassham, Phil Corcoran, Royce Denny, Rick Kessinger, Jeff Scott, Tina Phillips, Mike Cagle and Amanda Corcoran

Informational Items

Budget-Jeff Scott

- Meeting Friday at 8:30am for 2021 budget.
- · Sales tax impact update.

Human Resources-Amanda Corcoran

- 288 applications submitted last month. Working with recruiter to have applicants that are more diverse apply.
- Juvenile Management training held recently.
- Salary group meetings.

Chris Coulter

CARES update, over 300 small biz applications still under review.

Donna Barton

- Working on Rotunda.
- Ready for press conference at 10:00 am with the City.

Items for Consideration and Action by the Commission

(EX1) Right of Way Deed, Highway

Commissioner John Russell moved to approve the Right of Way Deed as presented, Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

EX2) Temporary Construction Easement, Highway

Commissioner John Russell moved to approve the temporary construction as presented, Commissioner Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

Commissioner Harold Bengsch moved to approve the public sanitary sewer easement as presented. Commissioner John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

Other:

With no other business, the meeting was adjourned.

RIGHT OF WAY DEED

THIS INDENTURE, made this **76** day of **50 tenter**, 20 **70**, by and between THE CITY OF SPRINGFIELD, A MUNICIPAL CORPORATION, of the County of Greene, State of Missouri, hereinafter called "Grantor", and **GREENE COUNTY**, **STATE OF MISSOURI**, hereinafter called "Grantee". The mailing address of the Grantee is: 940 Boonville, Springfield, MO 65802.

WITNESSETH, that said Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to said Grantor in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto the said Grantee, its successors and assigns, the following described real estate and interests in real estate in the County of Greene, State of Missouri, to-wit:

SEE ATTACHMENT "A" WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

TO HAVE AND TO HOLD the same for the purpose of constructing and maintaining a public street improvement or related purposes, or for such other purposes hereinabove set out, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said Grantee, and unto its successors and assigns, forever; the said Grantor hereby covenanting on its part and on behalf of its heirs and assigns that said Grantor is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that said Grantor has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by Grantor or those under whom Grantor claims; and that said Grantor will warrant and defend the title to the said premises unto the said Grantee and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and none.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written. **ACCEPTED: Greene County Commission** Grantor: The City of Springfield Bob Dixon, Presiding Commissioner Ken McClure, Mayor Harold Bengsch, Commissioner District 1 John C. Bassell, Commissioner District 2 Rick Artman, Administrator **Greene County Highway Department** STATE OF MISSOURI) **ACKNOWLEDGEMENT** COUNTY OF GREENE) SS. On this 28th day of September in the year 7020, before me, a Notary Public in and for said state, personally appeared Ken McClure, Mayor of The City of Springfield, Missouri, a Municipal Corporation, known to me to be the person who executed the foregoing instrument in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my the day and year first above written. **NOTARY PUBLIC** "Notary Seal" My term of office expires: Nav. 9, 732 3 JAMES GRAY Notary Public - Notary Seal

Greene County - State of Missouri Commission Number 15718145 My Commission Expires Nov 9, 2023

ATTACHMENT "A"

TRACT NO. 3

GRANTOR: THE CITY OF SPRINGFIELD, A MUNICIPAL CORPORATION (GRANTOR'S DEED FILED AT THE GREENE COUNTY RECORDER'S OFFICE, BOOK 2008, PAGE 29271-08)

A PERPETUAL EASEMENT (RIGHT OF WAY) FOR GREENE COUNTY FARM ROAD 169, BEING A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 28 NORTH, RANGE 21 WEST IN GREENE COUNTY, MISSOURI, THE WIDTHS OF SAID EASEMENT HEREINAFTER DESCRIBED FROM THE SURVEYED CENTER LINE OF FARM ROAD 169 FOR THE BRIDGE NUMBER 1690225 OVER FARMERS BRANCH REPLACEMENT PROJECT.

THE SURVEYED CENTER LINE OF FARM ROAD 169 IS DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN AT THE CENTER CORNER OF SECTION 29, TOWNSHIP 28 NORTH, RANGE 21 WEST; THENCE S01°33'04"W ALONG THE QUARTER SECTION LINE, 889.54 FEET TO A POINT ON THE CENTER LINE OF FARM ROAD 169 AT PROJECT CENTER LINE STATION 0+50 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE CONTINUING SO1°33'04"W ALONG THE QUARTER SECTION LINE, 233.54 FEET TO CENTER LINE STATION 2+83.54 FOR THE POINT OF TERMINATION.

(BEARINGS ARE BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.)

THE WIDTHS OF THE PERPETUAL EASEMENT HEREIN CONVEYED ON THE RIGHT OR WEST SIDE OF THE ABOVE-DESCRIBED CENTER LINE ARE AS FOLLOWS:

BEGINNING WITH A WIDTH OF 25 FEET AT PROJECT STATION 0+50, MAINTAINING A WIDTH OF 25 FEET TO STATION 1+25, WIDENING UNIFORMLY 40 FEET AT STATION 1+56.02, MAINTAINING A WIDTH OF 40 FEET TO STATION 2+20, NARROWING UNIFORMLY TO 25 FEET AT STATION 2+50, MAINTAINING A WIDTH OF 25 FEET TO STATION 2+83.54.

CONTAINING 1,417 SQUARE FEET (0.033 ACRE) OF NEW RIGHT OF WAY.

Prepared by: Great River Engineering For: Greene County, Missouri

Project No. 4030

Date: September 17, 2020

Great River Engineering 2826 S. Ingram Mill, Springfield, MO 65804 • 417-886-7171

Land Surveying Corporation Certificate of Authority #2001011476



TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made this 261 day of 50 tember, 2026 by and between The City of Springfield, a municipal corporation, of the County of Greene, State of Missouri ("Grantor") and Greene County, State of Missouri ("Grantee"). The mailing address of Grantee is 940 Boonville, Springfield, Missouri 65802.

WITNESSETH: that said Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to said Grantor in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does by the presents grant, bargain and sell, convey and confirm unto the said Grantee, its successors and assigns, the following described interest in real estate in the County of Greene, State of Missouri, to wit:

(SEE ATTACHMENT "A" FOR DESCRIPTION OF THE TEMPORARY EASEMENT AREA)

TO HAVE AND TO HOLD said Temporary Easement Area for the purposes herein set out, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto said Grantee, its successors and assigns; said Grantee, its successors, assigns, agents, contractors, subcontractors and employees shall have the right to enter upon said Temporary Easement Area for a work area in order to perform construction activities and grading in connection with public road improvements, including the right to park vehicles and to store tools, equipment, materials, supplies and machinery; Grantor warranting that it has good title to the property and the right to convey the easement interest stated herein, and Grantor agreeing to warrant and defend Grantee's rights in the easement against the lawful claims and demands of all persons whomsoever.

By acceptance of this conveyance, said Grantee hereby covenants on its behalf, and on the behalf of its successors and assigns, that it will for the benefit of Grantor, Grantor's successors and assigns, restore the Temporary Easement Area as nearly as reasonably possible to the same condition in which it existed immediately prior to Grantee's construction activity. Grantee further covenanting in this regard that it will, among other things (1) insofar as reasonably possible cause any excavation upon the Temporary Easement Area to be backfilled and graded to the original grade or to design grades according to approved plans; (2) remove, insofar as reasonably possible, all debris resulting from construction; (3) cause the re-seeding of any disturbed area; (4) use reasonable care to preserve those trees located within the Temporary Easement Area; (5) provide, at reasonable times during construction, access to the public street where any excavation upon the Easement Area might otherwise interfere therewith; and (6) that it will replace any improved walkway, drive, fence or retaining wall damaged or destroyed by construction.

Grantor shall retain all rights to the use and occupancy of the Temporary Easement Area subject to the easement herein given.

The temporary construction easement granted in this indenture is limited to the uses and purposes herein before expressed and for no other purpose whatsoever. This temporary construction easement shall terminate one year from the date notice to proceed is Issued by the Grantee for construction to begin, or upon the expiration of six (6) months after completion and acceptance of the construction project by Grantee, whichever shall occur last. Grantor agrees that this temporary construction easement shall be binding upon Grantor's successors and assigns and that in the event the premises subject to the easement is sold, assigned or conveyed, the purchaser or grantee thereof shall be advised of the existence of this temporary grant and that said transfer shall be made subject to the rights of Grantor herein.

IN WITNESS WHEREOF, said Grantor has executed the above the day and year first above written.

DATE: 10/6/2020

Bob Dixon, Presiding Commissioner

Harold Bengsch, Commissioner District 1

John C. Russell, Commissioner District 2

Rick Arto an, Administrator

Greene County Highway Department

Grantor:

The City of Springfield

Ken McClure, Mayor

STATE OF MISSOURI) COUNTY OF GREENE) SS.		ACKNOWLEDGEMENT
On this day of day of Public in and for said state, person Missouri, a Municipal Corporation, instrument in behalf of said corporat purposes therein stated.	known to me to be the pers	son who executed the foregoing
IN TESTIMONY WHEREOF, I I		nd affixed my official seal, at my day and year first above written.
Print Name: James Grow	NOTARY PUBLIC	"Notary Seal"
My term of office expires:		JAMES GRAY Notary Public - Notary Seal Greene County - State of Missouri Commission Number 15718145 My Commission Expires Nov 9, 2023

ATTACHMENT "A"

TRACT NO. 3

GRANTOR: THE CITY OF SPRINGFIELD, A MUNICIPAL CORPORATION (GRANTOR'S DEED FILED AT THE GREENE COUNTY RECORDER'S OFFICE, BOOK 2008, PAGE 29271-08)

A TEMPORARY CONSTRUCTION EASEMENT FOR GREENE COUNTY FARM ROAD 169, BEING A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 28 NORTH, RANGE 21 WEST IN GREENE COUNTY, MISSOURI, SAID EASEMENT HEREINAFTER DESCRIBED WITH REFERENCE TO THE SURVEYED CENTER LINE OF FARM ROAD 169 FOR THE BRIDGE NUMBER 1690225 OVER FARMERS BRANCH REPLACEMENT PROJECT.

THE SURVEYED CENTER LINE OF FARM ROAD 169 IS DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN AT THE CENTER CORNER OF SECTION 29, TOWNSHIP 28 NORTH, RANGE 21 WEST; THENCE SO1°33'04"W ALONG THE QUARTER SECTION LINE, 889.54 FEET TO A POINT ON THE CENTER LINE OF FARM ROAD 169 AT PROJECT CENTER LINE STATION 0+50 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE CONTINUING SO1°33'04"W ALONG THE QUARTER SECTION LINE, 233.54 FEET TO CENTER LINE STATION 2+83.54 FOR THE POINT OF TERMINATION.

(BEARINGS ARE BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.)

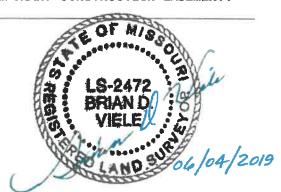
THE TEMPORARY CONSTRUCTION EASEMENT HEREIN CONVEYED ON THE RIGHT OR WEST SIDE OF THE ABOVE-DESCRIBED CENTER LINE IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 25 FEET RIGHT OF PROJECT CENTER LINE STATION 0+50, SAID POINT BEING ON THE EXISTING WEST RIGHT-OF-WAY LINE OF FARM ROAD 169; THENCE SOUTHERLY ALONG SAID EXISTING RIGHT-OF-WAY LINE TO A POINT 25 FEET RIGHT OF CENTER LINE STATION 1+25; THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTHWESTERLY TO A POINT 40 FEET RIGHT OF CENTER LINE STATION 2+20; THENCE SOUTHERLY TO A POINT 25 FEET RIGHT OF CENTER LINE STATION 2+50, SAID POINT BEING ON THE EXISTING WEST RIGHT-OF-WAY LINE OF FARM ROAD 169; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE TO A POINT 25 FEET RIGHT OF CENTER LINE STATION 2+83.54; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTHWESTERLY TO A POINT 55 FEET RIGHT OF CENTER LINE STATION 2+23.54; THENCE NORTHERLY TO A POINT 55 FEET RIGHT OF CENTER LINE STATION 1+23.58; THENCE NORTHEASTERLY TO A POINT 40 FEET RIGHT OF CENTER LINE STATION 1+21.56; THENCE NORTHERLY TO A POINT 40 FEET RIGHT OF CENTER LINE STATION 0+75; THENCE NORTHEASTERLY TO THE POINT OF BEGINNING.

CONTAINING 3,195 SQUARE FEET (0.073 ACRE) OF TEMPORARY CONSTRUCTION EASEMENT.

Prepared by: Great River Engineering for Greene County, Missouri Project No. 4030 Date: June 4, 2019

Great River Engineering
2826 S. Ingram Mill, Springfield, MO 65804 • 417-886-7171
Land Surveying Corporation Certificate of Authority #2001011476



(Space above reserved for Recorder of Deeds certification)

Title of Document: Public Sanitary Sewer Easement from Springfield-Greene County Park Board

to Greene County at the Rutledge Wilson Farm Park

Date of Document: September 23, 2020

Grantor(s): City of Springfield, Missouri, by and through the Springfield-Greene

County Park Board

Grantee(s): Greene County, Missouri

Mailing Address(s): Grantor: 1923 N. Weller Ave., Springfield, MO 65802

Grantee: 940 Boonville Ave., Springfield, MO 65802

Legal Description:

A SANITARY SEWER EASEMENT BEING LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 29 NORTH, RANGE 22 WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29; THENCE NORTH 02°01'32" EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 35.01 FEET; THENCE NORTH 88°57'48" WEST, A DISTANCE OF 6.91 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°57'48" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 02°11'29" EAST, A DISTANCE OF 283.34 FEET; THENCE NORTH 88°30'05" WEST, A DISTANCE OF 229.55 FEET: THENCE NORTH 34°52'52" WEST, A DISTANCE OF 311.29 FEET; THENCE NORTH 55°07'08" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 34°52'52" EAST, A DISTANCE OF 303.71 FEET; THENCE SOUTH 88°30'05" EAST, A DISTANCE OF 237.15 FEET; THENCE SOUTH 02°11 '29" WEST, A DISTANCE OF 298,22 FEET TO THE POINT OF BEGINNING; CONTAINING 12,474.5 SQUARE FEET (AS ILLUSTRATED ON SKETCH EXHIBIT 8) THIS DESCRIPTION WAS PREPARED BY CJW TRANSPORTATION CONSULTANTS, LLC; COA

LAND SURVEY NUMBER 2007008003

And Temporary Construction Easements as set-out on attached Exhibit A - Pages 2 and 3 (pages 5-6 of this Easement Document, including this Cover Sheet).

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.)

SANITARY SEWER EASEMENT

THIS INDENTURE, made this day of City of Springfield, Missouri (hereinafter "City"), by and through the Springfield-Greene County Park Board (hereinafter "Park Board"), a municipal corporation ("Grantor" and/or "Park Board"), 1923 N. Weller Ave., Springfield Mo, 65802, and Greene County Missouri, (Grantee), 940 Boonville Ave., Springfield, Missouri 65802.

WITNESSETH, THAT SAID Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to said Grantor in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto the said Grantee, its successors and assigns, a perpetual public sanitary sewer easement in, over, under and upon a portion of Grantor's real estate that is part of its Rutledge Wilson Farm Park, with a listed address of 3825 W Farm Road 146, Springfield, MO 65802, located near Farm Road 142, Greene County, MO (hereinafter "Property"), in the County of Greene, State of Missouri, as described in attached Exhibits "A" and "B", to-wit:

See Exhibit "A" and "B" WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

TO HAVE AND TO HOLD the same for the purpose of constructing and maintaining <u>a sanitary sewer service system</u>, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said Grantee, and unto its successors and assigns, forever; the said Grantor hereby covenanting on its part and on behalf of its successors and assigns that said Grantor is lawfully seized of the indefeasible estate in fee in the premises herein conveyed; that said Grantor has good right to convey the sanitary sewer easement described herein; that the said premises are free and clear of any encumbrances done or suffered by Grantor or those under whom Grantor claims; and that said Grantor will warrant the title to the said premises unto the said Grantee and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and none.

Grantor and Grantee hereby agree: (1) No permanent building shall be located within or upon said easement referenced herein without the prior written consent of Grantor and Grantee; and (2) No trees, shrubs, bushes, plantings or other vegetation may be removed from or near this easement area without first obtaining Grantor's written approval.

By acceptance of this conveyance, said Grantee hereby covenants on its behalf, and on the behalf of its successors and assigns, that it will for the benefit of the Grantor, its successors and assigns: (1) Grantee shall inform Grantor in advance concerning the nature of any

improvements it intends to install in the easement area, including the dimensions and character of such improvements; (2) once constructed, this sanitary sewer service system will be donated to and maintained by the City of Springfield, MO, Department of Environmental Services; and (3) restore the real estate herein conveyed as nearly as reasonably possible to the same condition in which it existed immediately prior to any construction activity caused by Grantee, as may be done thereon and therein from time to time, all within a reasonable time thereafter; the Grantee further covenanting in this regard that it will, among other things: (a) insofar as reasonably possible cause an excavation upon the real estate to be backfilled and graded to the original grade; (b) insofar as reasonably possible remove all debris resulting from construction; (c) cause the re-seeding of any disturbed area; (d) insofar as reasonably possible us care to preserve those trees located within the easement, except those specifically identified by Grantor as approved for removal by the Grantee; (e) provide, at reasonable times during construction, access to the public street where any excavation upon the real estate might otherwise interfere therewith; and (f) replace any improved walkway, drive or retaining wall destroyed or damaged by this construction.

The foregoing covenants shall run with the land and are binding upon Grantor and Grantee, and their respective successors and assigns.

IN WITNESS WHEREOF, the said Grantor has executed the above the day and year first above written.

CITY OF SPRINGFIELD, MO, BY AND THROUGH THE SPRINGFIELD-GREENE COUNTY PARK BOARD/ PARK BOARD/GRANTOR

Chair or Vice-Chair of Park Board

STATE OF MISSOURI

ss.

COUNTY OF GREENE

On this Bday of Septender, 2000 before me personally appeared Carolin Circles Chair or Vice Chair of the Park Board, on behalf of the City of Springfield, MO, by and through the Springfield-Greene County Park Board (Park Board), to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as authorized representative of said Park Board, as the free act and deed of the Park Board as Owner of the Property.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City of Springfield, County of Greene, State of Missouri on the day and year first above written.

My Commission Expires:

Jan. 22, 2022

BRITTANY PLATTS
Notary Public - Notary Seal
STATE OF MISSOURI
Webster County
My Commission Expires Jan. 22, 2022
Commission #18982170

ACCEPTED: Greene County Commission		
DATE: 10/4/2020		
Boh Difon		
Presiding Commissioner Bob Dixon		
-		
The & Boycele		
Commissioner 1st District, Harold Bengsch		
2011		
Tola Junge 80		
Commissioner 2nd District, John C. Russell		
Rich A- Entrare		
Rick Artmay, Administrator		
Greene County Highway Department		
ordene against mightway behavement		

EXHIBIT "A" - Page 1

SANITARY SEWER EASEMENT

A SANITARY SEWER EASEMENT BEING LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 29 NORTH, RANGE 22 WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29:

THENCE NORTH 02°01'32" EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 35.01 FEET;

THENCE NORTH 88°57'48" WEST, A DISTANCE OF 6.91 FEET TO THE POINT OF BEGINNING:

THENCE NORTH 88°57'48" WEST, A DISTANCE OF 15.00 FEET;

THENCE NORTH 02°11'29" EAST, A DISTANCE OF 283.34 FEET;

THENCE NORTH 88°30'05" WEST, A DISTANCE OF 229.55 FEET;

THENCE NORTH 34°52'52" WEST, A DISTANCE OF 311.29 FEET;

THENCE NORTH 55°07'08" EAST, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 34°52'52" EAST, A DISTANCE OF 303.71 FEET;

THENCE SOUTH 88°30'05" EAST, A DISTANCE OF 237.15 FEET;

THENCE SOUTH 02°11'29" WEST, A DISTANCE OF 298.22 FEET TO THE POINT OF BEGINNING:

CONTAINING 12,474.5 SQUARE FEET (AS ILLUSTRATED ON SKETCH EXHIBIT B)

THIS DESCRIPTION WAS PREPARED BY CJW TRANSPORTATION CONSULTANTS, LLC; COA LANDSURVEY NUMBER 2007008003



EXHIBIT "A" - Page 2

TEMPORARY CONSTRUCTION EASEMENT #1

A TEMPORARY CONSTRUCTION EASEMENT BEING LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 29 NORTH, RANGE 22 WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29;

THENCE NORTH 02°01'32" EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 35.01 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 88°57'48" WEST, A DISTANCE OF 6.91 FEET;

THENCE NORTH 02°11'29" EAST, A DISTANCE OF 298.22 FEET;

THENCE NORTH 88°30'05" WEST, A DISTANCE OF 237.15 FEET;

THENCE NORTH 34°52'52" WEST, A DISTANCE OF 303.71 FEET;

THENCE NORTH 55°07'08" EAST, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 34°52'52" EAST, A DISTANCE OF 296.13 FEET;

THENCE SOUTH 88°30'05" EAST, A DISTANCE OF 235.76 FEET;

THENCE SOUTH 02°01'32" WEST, A DISTANCE OF 313.18 FEET TO THE POINT OF BEGINNING:

CONTAINING 10,023.3 SQUARE FEET (AS ILLUSTRATED ON SKETCH EXHIBIT B)

TEMPORARY CONSTRUCTION EASEMENT #2

A TEMPORARY CONSTRUCTION EASEMENT BEING LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 29 NORTH, RANGE 22 WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29;

THENCE NORTH 02°01'32" EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 35.01 FEET;

THENCE NORTH 88°57'48" WEST, A DISTANCE OF 21.91 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 88°57'48" WEST, A DISTANCE OF 23.00 FEET:

THENCE NORTH 02°11'29" EAST, A DISTANCE OF 268.52 FEET:

THENCE NORTH 88°30'05" WEST, A DISTANCE OF 213.95 FEET;

THENCE NORTH 34°52'52" WEST, A DISTANCE OF 318.87 FEET;

THENCE NORTH 55°07'08" EAST, A DISTANCE OF 15.00 FEET:

THENCE SOUTH 34°52'52" EAST, A DISTANCE OF 311.29 FEET;

EXHIBIT "A" - PAGE 3

THENCE SOUTH 88°30'05" EAST, A DISTANCE OF 229.55 FEET;

THENCE SOUTH 02°11'29" WEST, A DISTANCE OF 283.34 FEET TO THE POINT OF BEGINNING;

CONTAINING 14,530.5 SQUARE FEET (AS ILLUSTRATED ON SKETCH EXHIBIT B)

THIS DESCRIPTION WAS PREPARED BY CJW TRANSPORTATION CONSULTANTS, LLC; COA LANDSURVEY NUMBER 2007008003



