



2005-1002

July 15, 2005

MEMBERS

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OFFICE ADMINISTRATOR

SAMIE K. PAYNE

♦ FOUNDER
* ALSO ADMITTED IN KANSAS
† ALSO ADMITTED IN FLORIDA

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WEB

www.lowtherjohnson.com

Christopher Coulter
213 N. Main
Republic, MO 65738-1472


RE: **Shuyler Ridge Development**
Matter ID 1500-002

Dear Christopher:

I enclose here an original executed Development Agreement. If you have any questions, please do not hesitate to contact me.

Very truly yours,

LOWTHER JOHNSON
Attorneys at Law, LLC


Theodore L. Johnson, III

TLJ:hib
Enclosure

DEVELOPMENT AGREEMENT

2005-1002

THIS AGREEMENT made and entered into this 11th day of June, 2005, by and between **MISSOURI PARTNERS, LLC**, hereinafter referred to as "Developer/Owner" and **GREENE COUNTY, MISSOURI**, hereinafter referred to as "County", and **CITY OF REPUBLIC**, hereinafter referred to as "City":

WITNESSETH:

WHEREAS, Developer/Owner is currently the owner of certain real property in Greene County, Missouri, which lies north of Farm Road 194 and is currently in the process of engineering plans for a subdivision of the property to be known as **The Lakes at Shuyler Ridge or Terrell Creek or Terrell Creek Subdivision**, more fully described in the attached **Exhibit "1"**, hereinafter referred to as either "Subdivision, Property or Development"; and

WHEREAS, Developer/Owner acknowledges that it is necessary to access his private property from Greene County Roads, known as Farm Roads 194 and 89 and agrees that the development of the Subdivision will result in increased traffic requiring the rerouting of Farm Road 89 and merging into existing Farm Road 89 and the possible future widening of Farm Road 89 as well as Farm Road 194; and

WHEREAS, Developer/Owner, County and City have agreed to the terms under which Farm Road 194, Farm Road 89 and the residential and commercial collector, arterial and local streets within the Subdivision, including sidewalks, street lighting and signage will be installed and wish to memorialize these agreements in this Development Agreement.

WHEREAS, Developer/Owner desires to connect a sewer line extension to the central sewage system of the City, to dispose of its sewage in said sewer system; and,

WHEREAS, Developer/Owner desires to connect to the water distribution system of the City, for ample supplies of metered potable water; and,

WHEREAS, pursuant to State Statute, the City is authorized to provide city services beyond the City Limits of Republic; and,

WHEREAS, the safe and adequate disposal of waste water and sewage, within close proximity of the City, is a continuing concern to the City in protecting the public health, safety and welfare of the residents of the City of Republic and the surrounding community; and,

WHEREAS, the safe and adequate supply of clean potable water, within close proximity of the City, is a continuing concern to the City in protecting the public health, safety and welfare of the residents of the City of Republic and the surrounding community; and,

WHEREAS, it is to the mutual benefit of the parties hereto to enter into the following agreement; and,

WHEREAS, Developer/Owner acknowledges that, during the term of this Agreement, the property will be subject to all ordinances, resolutions, and other regulations of the City as well as those outlined in this agreement, as they may be amended from time to time; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to provide the County and City with security for the completion of the undertakings specified for each phase of the Subdivision as provided for herein, the parties do hereby mutually covenant and agree as follows:

SECTION A. STREETS

1. Phase I:

- (a) Except as herein provided, the Developer/Owner shall, at its sole cost and expense; design, install and construct the entire dual lane round-a-bout, the future Farm Road 89 to the west property line of the Subdivision, and all other necessary internal streets and public improvements depicted on **Exhibit "1"** in accordance with Greene County Road Design and Construction Standards and requirements. Wherever the terms road design and construction standards are used in this Agreement, such terms shall mean the duly adopted Greene County Road Design and Construction Standards as contained in the Subdivision Regulations in effect at the time the work is to be commenced.

SM
9
JLB
HB
RB

- (b) Roads required under this Development Agreement shall be constructed by in accordance with the Design Standards and Specifications established and set forth on **Exhibit "2"**.
- (c) Developer shall prepare engineering designs and drawings for the road design for the connection of Farm Road 89 from the Subdivision's west property line to and merging into the existing Farm Road 89, at Developer/Owner's sole cost and expense. Upon completion of engineering and road design by Developer/Owner, County and City shall use due diligence in reviewing Developer/Owner's construction plans and returning any comments to Developer/Owner after such plans are submitted. Once engineering plans are approved by County and City for the Farm Road from the west boundary of the Subdivision to existing Farm Road 89, County shall use due diligence in securing the necessary right of way by purchase or by the use of condemnation as a last resort to acquiring the necessary road right of way, provided such property shall not have been developed. Developer/Owner shall be solely responsible for the costs of the design, construction and improvement of Farm Road 89 from the west boundary of the Subdivision to existing and merging into Farm Road 89 under Phase II.
- (d) Developer/Owner or its assignee shall be entitled to receive, following approval of permits and payment of all fees, building permits up to 200 lots provided Developer/Owner shall have posted the appropriate security.

9/8/01
JCB
HKB
RB

2. Phase II:

- (a) Developer/Owner shall be responsible for 100% of the costs of engineering and design work and 60% responsible for the construction and improvement costs of Farm Road 89 from the West boundary of the Subdivision into and merging with existing Farm Road 89.
- (b) County agrees to obtain the necessary right of way for the construction of Farm Road 89 from the West boundary of the Subdivision to and merging into existing Farm Road 89. Such right of way acquisition costs, along with other properly allocable

expenses as defined in **Exhibit "3"**, shall be paid by the County, but the Developer/Owner shall reimburse County for 60% of all such right of way costs. Developer/Owner shall be solely responsible for the construction and improvement costs of Farm Road 89 from the western boundary of the subdivision until it merges into the existing Farm Road 89. The road shall be built in accordance with County Design Standards and Regulations. Until such time as the road has been accepted, Developer/Owner shall own and maintain this new section of Farm Road 89. upon the County's acceptance of the new section of Farm Road 89, County agrees to be responsible for and shall reimburse Developer/Owner for 40% of all such road costs of construction. The maximum amount of the County's share of 40% of the properly allocable costs of such road shall not exceed \$ 160,000.

Handwritten initials: RB, RB, and a signature.

- (c) Developer/Owner shall also, at its sole cost and expense, install and construct an eastern, north-south, arterial, as defined in "**Exhibit 1(A)**", from Farm Road 194 along the eastern boundary of the Development to the Phillips property. Such road shall be known in the future as Bailey Avenue. The construction of such north south arterial shall require the Developer/Owner to build at its sole cost and expense two lanes, donating appropriate right-of-way to include curb, gutter and sidewalks and three lanes of travel, in accordance with the County's design drawings, design standards and regulations.
- (d) County agrees to issue a maximum aggregate total of 400 residential building permits in the manner permits are issued pursuant to SECTION A. paragraph 1(d).

3. Phase III:

- (a) Developer/Owner shall design and provide engineering for the improvement of existing Farm Road 89 from its merger into the new section of Farm Road 89 as described in "Streets Phase I (c)" above northward to Miller Road. The costs for such design and engineering shall be paid 50% by Developer/Owner, 25% by City and 25% by County. City and County agree the all costs for right of way acquisition and other properly allocable expenses for the

construction of such road shall be paid 50% by City and 50% by County. Not sooner than January 1, 2008 and thereafter at such time as the County shall determine, County shall proceed with right-of-way acquisition, construction and City agrees to reimburse County 50% of the costs of right-of-way acquisition, construction and properly allocable expenses to the project.

- (b) Developer/Owner at its sole expense shall improve in accordance with Greene County Design Standards and Regulations in effect at the time such improvements are accepted by County, the intersection at ZZ Highway and Farm Road 194 or such previously approved alternate access route to ZZ.

4. Developer/Owner agrees to construct all streets in all phases of the Subdivision to the Greene County Road Design and Construction Standards regardless of whether the property is annexed into the City of Republic. Developer/Owner agrees to construct all streets in all phases as defined in **Exhibit 2**.

5. Developer/Owner shall not be entitled to any commercial permits in any phase above described until 400 residential building permits have been issued and completed and all other requirements of each phase have been satisfied.

SECTION B. WATER AND SEWER

1. Developer/Owner agrees to extend, distribute, meter, and provide fire protection and potable water by means of the City water distribution system and the provision of wastewater collection, conveyance and treatment facilities serving the property.

2. Developer/Owner agrees that connection to the city water distribution system and any and all improvements required to extend the existing system to serve the Developer/Owner's property, and all sewers and the connection to the City sewer, collectively referred to herein as "Improvements", are Developer/Owner's sole responsibility to design and construct.

3. Developer/Owner agrees to convey all public water facilities, easements and appurtenances and all public sewer facilities, easements and appurtenances covered

by this Agreement to City free and clear of all liens and encumbrances or other obligations. Said conveyance shall be by appropriate document, and shall be sufficient, in the opinion of the City, to convey marketable title of record, as set forth in Title Standard 4 of the Missouri Bar. Developer/Owner shall provide a binder of title insurance showing clear title of record.

4. City shall be solely responsible for the maintenance of public water facilities and all appurtenances and any public sewer facilities and all appurtenances, after the conveyance of same by Developer/Owner.

5. Developer/Owner agrees to design, engineer, and construct said Improvements in accordance with the Municipal Codes and Construction Specifications for Public Improvements, on file with the City.

6. Developer/Owner agrees to provide, allow and permit, the City, or designee, to inspect observe, and oversee the construction of said water distribution system and appurtenances and all sewer extensions and appurtenances, in order to ascertain and determine that said public improvement standards are in compliance and pay associated inspection and testing fees.

7. Any new or existing structures, facilities or users connecting to the water or sewer line or system shall pay to the City all appropriate fees for sewer and water service as outlined and provided for in the City Municipal Code, along with any amendments, changes or modifications thereto.

8. Developer/Owner agrees that City has total authority over extension or expansion of the infrastructure to other properties or developments surrounding the Subdivision.

9. Developer/Owner shall at Developer/Owner's expense, make necessary application for and pay any fees associated with access and hookup for water and sewer fees and expenses to the City.

SECTION C. ANNEXATION

1. Developer/Owner has agreed to execute an Irrevocable Consent to Annex Agreement, a copy of which is attached hereto and marked **Exhibit 4**, and which

irrevocably requests voluntary annexation into the City. The City may act upon the voluntary annexation request for the Subdivision at such time as it may elect. The obligations of Developer/Owner under this Agreement shall continue to exist regardless of whether annexation has occurred.

2. Developer/Owner agrees to provide, at owner's expense, legal documents, surveys, engineering work, newspaper publication, maps, reports, and fees customary and usual for annexation into the City.

SECTION D. STREET SIGNS

1. Developer/Owner shall pay a sign fee as required by County. County shall install all street signs in the Subdivision.

2. Developer/Owner or a Property Owner's Association shall pay all maintenance costs for signs in the subdivision until such time the Subdivision is annexed into the City.

SECTION E. STREET LIGHTING

1. Developer/Owner shall install all street lighting as required by City. Developer/Owner shall own and assume all power and maintenance costs associated with street lighting in the Subdivision until the Subdivision is annexed into the City.

2. Developer/Owner and/or subsequent Property Owner's Association shall pay all maintenance for street lights in the subdivision until such time as the Subdivision is annexed.

3. Developer/Owner and/or subsequent Property Owner's Association, upon completion of the installation of street lighting and upon annexation into the City, shall cause to be executed such documents so as to transfer ownership of the aforementioned street lighting to City of Republic, Missouri, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the City in writing.

SECTION F. STORM SIRENS

1. Developer/Owner at its sole cost and expense shall pay the City for one storm siren in to be located in the Subdivision in accordance with the City's design standards for storm sirens at such time as the City shall request in writing of Developer/Owner.

SECTION G. CONSTRUCTION OF PUBLIC INFRASTRUCTURE

1. Developer/Owner agrees, pursuant to Greene County Subdivision Regulation and Improvement Standards of the County to post a Bond, Letter of Credit or other Security Agreement for the completion of all infrastructure improvements, including the City's water and sewer lines, in a form consistent with the attached Exhibit 4. The conditions of the Bond shall require the work to be completed before the expiration of all permits (six months) unless such permits are renewed or extended and that the County or City, if the project is annexed, shall be entitled to complete the work using the original contract or contractor.

2. The Developer/Owner will cause all work on the improvements contemplated herein to be completed in a good and workmanlike manner and with due dispatch. All materials used for construction of the improvements shall be new and of first quality. All work shall be subject to inspection and approval by the City's Public Works Department, Greene County Highway Department and Resource Management Department representatives at all times. The Developer/Owner shall notify the County and City when it believes that any or all of the improvements have been fully completed as contemplated herein and it shall request final inspection, approval and, where appropriate, acceptance of the improvements by the County and City.

3. Developer/Owner shall maintain and keep in repair all infrastructure for a period of one (1) year from the date the constructed improvements are approved by the County and City. To guarantee this maintenance, an acceptable Maintenance Bond, Letter of Credit or other acceptable security shall be provided in the amount of ten percent (10%) of the contract price of the improvements against defects in workmanship and materials for the above-mentioned one (1) year period. The Bond, Letter of Credit, or Security shall be filed with the City and be from a surety company

licensed to do business in the State of Missouri and in a form to be approved by the City Attorney.

4. City agrees to require and carry out cost reimbursement for the new section of Farm Road 89 from the west boundary of the property to and merging into existing Farm Road 89 in accordance with the following procedure:

(a) In the event any property contiguous to the new section of Farm Road 89 described in this paragraph 4 seeks to develop or requests City to annex or to provide sewer services, City shall cause such party to reimburse the City and County for such road for the portion required to be paid by Developer as set forth in **SECTION A.** paragraph 2 (a) and (b). Upon such request and after County's written acceptance of such road, the costs incurred by the Developer/Owner for such road shall be reimbursed to City and County for all properly allocable expenses as defined in **Exhibit 5** associated with the design, right of way and construction costs of such road, less the amount (60%) paid by Developer/Owner under this Agreement.

(b) To the extent permitted by law, in addition to all other fees and charges otherwise provided for by City or County, the City shall require a roadway construction fee for all owners of property contiguous and adjoining the roadway constructed as a part of the project (the "roadway construction fee") for the purpose of reimbursing to the City and County for the costs of the project not paid for by the Developer/Owner herein.

(c) At the time any property adjacent to the above described road shall apply for annexation or sewer services from City, each such property shall be subject to a roadway construction fee as described above, provided however, the roadway construction fee to be assessed against each property shall be increased monthly until approval of annexation or zoning, based upon the prime interest rate as reflected in the Wall Street Journal on the first day of each month, together with an additional 2% calculated monthly for each month after the project is completed. This roadway construction fee shall be collected by the City from the property owner prior to the final approval for annexation by City or receipt of sewer services.

(d) In the event Developer/Owner shall acquire or have any rights to development for property contiguous to the new section of Farm Road 89 from the western boundary of the Subdivision to and merging into Farm Road 89, Developer/Owner shall be responsible for the payment of the roadway construction fees as described in (a) of this Section G paragraph 4.

(e) In the event City shall annex or provide sewers to any property contiguous to the new section of Farm Road 89 described in this paragraph 4, and elects or

determines not to impose or require the cost reimbursements from contiguous property owners, City shall reimburse County for such property owners portion.

(f) City shall impose the roadway construction fee one time for any property required to pay such fee.

(g) City shall be liable to County for the payment of each fee required under this Agreement and the City and County agree to cooperate with one another in the collection of all fees required to be paid under this provision.

(h) The obligation of City to collect and disburse to County the road construction fees described herein shall continue for a period of fifteen (15) years from the date the new Farm Road 89 has been accepted by County.

SECTION H. BUILDING PERMITS AND INSPECTIONS

1. Developer/Owner shall obtain all necessary building permits for private construction and development from the County until such time the property is annexed into the City. Developer/Owner shall then obtain all necessary building permits from the City. Any outstanding building permits issued by the County, shall remain under the County's authority until a Certificate of Occupancy has been issued for the particular permit.

SECTION I. GENERAL OBLIGATIONS

1. This Agreement shall be filed in the Office of the Recorder of Deeds, Greene County, Missouri.

2. As used in this Agreement, the term "Developer" shall include any of the heirs, transferees, successors, or assigns of Developer/Owner, and all such parties shall have the right to enforce this Agreement, and shall be subject to the terms of this Agreement, as if they were the original parties thereto.

3. The parties agree that nothing contained within this Agreement shall waive or relieve the Developer/Owner of any obligation to comply with all standards and requirements set forth in the County's Subdivision, Zoning Regulations and Building Regulations, including but not limited to Developer/Owner's responsibility to construct all public improvements necessary to serve the Subdivision and to obtain the necessary permits for the construction and development of the Subdivision and houses therein.

4. At the time the property is annexed into the City, Developer/Owner shall then comply with all standards and requirements set forth in the City's Subdivision, Zoning Regulations and Building Regulations, including but not limited to Developer/Owner's responsibility to construct all public improvements necessary to serve the Subdivision and to obtain the necessary permits for the construction and development of the Subdivision and houses therein.

5. Developer/Owner agrees that if the design standards and regulations of one jurisdiction are stricter than the other jurisdiction, the improvements shall be constructed to the standards that are stricter, whichever jurisdiction that may be.

6. Developer/Owner shall include in every Contract for work on the construction of the residential streets within the Subdivision and the improvement of Farm Road 194 and Farm Road 89 provisions requiring the contractor to prosecute the work diligently and continuously until it is properly completed. If any such work is abandoned, or performed in violation of this Agreement, then the Developer/Owner shall promptly and aggressively act to cause the work to be completed properly and within the times for completion established herein.

7. No improvement shall be accepted by the County except by an Order duly adopted by the Greene County Commission specifying with particularity the improvement or improvements being accepted.

8. Upon completion of the work on any of the improvements contemplated herein and their acceptance by the County, the Developer/Owner within thirty (30) days shall dedicate to County all necessary right of way and execute and cause to be executed such documents as County shall request to transfer ownership of the aforesaid right of way for roadway improvements to Greene County, Missouri, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the County in writing.

9. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the County or City's ordinances or resolutions, or as a waiver of the County or City's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the County or City and its inhabitants; nor shall this agreement prohibit the enactment or increase by the County or City of any tax or fee.

10. Nonseverability. In the event that any one or more of the phrases, sentences, clauses, paragraphs or sections contained in this Agreement, shall be declared invalid by the final and unappealed order, decree or judgment of any court, this entire Agreement shall be invalidated, it being expressly stipulated by the City that it would not have entered into this agreement to provide sewer and water services unless each and every clause is in fact valid and enforceable, and unless the provisions of this Agreement are legally effective to cause the property described in **Exhibit "1"** to be annexed into the City in accordance with this agreement's terms.

11. The Developer/Owner acknowledges and agrees (1) that the County and City are not, and shall not be, in any way liable for damages or injuries that may be sustained as a result of the County's review and approval of any plans or plats of the subdivision and the improvements, including but not limited to, any improvements to Farm Road 194, Farm Road 89, storm water detention, surface or storm water drainage discharged from the Subdivision, or as a result of the issuance of any approvals, permits, certificates or acceptances for the development or use of any portion of the Subdivision or the improvements; and (2) that the County and City's review and approval of any such plans and the issuance of any such approvals, permits, certificates or acceptances does not, and shall not, in any way be deemed to insure the Developer/Owner, or any of its successors, assigns, tenants, licensees or any third party, against damage or injury of any kind at any time. Developer/Owner further agrees to, and does hereby, hold harmless and indemnify the County, and all if its elected and appointed officials, officers, employees, agents, engineers and attorneys, from any and all claims that may be asserted at any time against any such party in connection with (1) the County and City's review and approval of any plans for the Subdivision or the improvements; (2) the issuance of any approval, permit or certificate for the Subdivision or the improvements; (3) the development, construction, or use of any portion of the Subdivision or its improvements, by the Developer/Owner or any of its agent, or employees; (4) the performance by the Developer/Owner of its obligations under this Agreement including, but not limited to, any acts of negligence on the part of the Developer/Owner, its agents, servants, employees and contractors in improving, maintaining or repairing any improvement in Developer/Owner's Subdivision.

12. Developer/Owner agrees to indemnify and hold harmless the City and the City's officers, employees, agents, and contractors, from and against all liability, claims, causes of actions, and demands, including attorney's fees and court costs,

which arise out of or are in any manner connected with this Agreement or the operation hereunder, or with all other action determined necessary or desirable by the City in order to effectuate all services to the property, or which are in any manner connected with the City's enforcement of this Agreement. Developer/Owner further agrees to investigate, handle, respond to, and to provide defense for and defend against or at the City's option to pay the attorney's fees for defense counsel of the City's choice for any such liability, claims, or demands.

13. Time is of the essence in the performance of all terms and provisions of this Agreement. The parties hereto may, in law or in equity, by suit, action, mandamus or other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Developer agrees it will not seek, and does not have a right to seek, to recover a judgment for monetary damages against the County or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorney's thereof, on account of the negotiation, execution or breach of any of the terms and conditions of this Agreement. In addition to any other remedy provided by law for the enforcement of the terms of this Agreement, the County shall be entitled to withhold the issuance of building permits or certificates of occupancy for any and all buildings and structures within the Subdivision at any time where the Developer has failed or refused to meet any of its obligations under this Agreement.

14. This Agreement contains the entire understanding between the parties and supercedes any prior understandings and agreements between them respecting the subject matter of this Agreement. All amendments to this Agreement shall be in writing and shall be approved by the Developer/Owner, City and County.

15. This agreement embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties. This Agreement can only be modified in writing, signed by both parties, and approved by the City with passage of an ordinance approving the modification, addendum or amendment.

16. This Agreement shall inure to the benefit and be binding upon and enforceable by the Developer/Owner, City and the County and their respective legal representatives, successors and assigns and shall run with the land. This document

evidencing such obligation shall be recorded in the Office of the Recorder of Deeds, Greene County, Missouri.

17. This Agreement shall be deemed entered into in Greene County, Missouri. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The parties further agree that this Agreement and any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

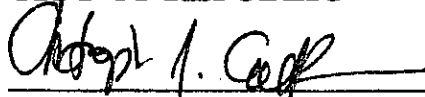
IN WITNESS WHEREOF the parties have caused this instrument to be duly executed the date first written above.

DEVELOPER/OWNER


Missouri Partners, Inc.



By: Steve Redford - Managing Member

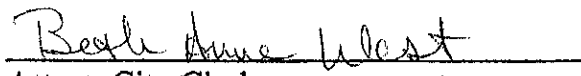
CITY OF REPUBLIC

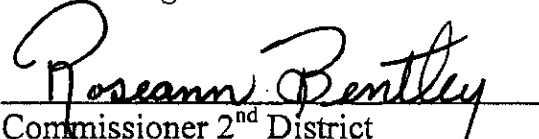

City Administrator

GREENE COUNTY COMMISSION


Presiding Commissioner
David L. Coonrod


Commissioner 1st District
Harold Bengsch



Attest: City Clerk

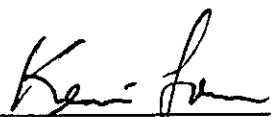

Commissioner 2nd District
Roseann Bentley

Approved as to Form:


GREENE COUNTY, MISSOURI
GREENE COUNTY HIGHWAY

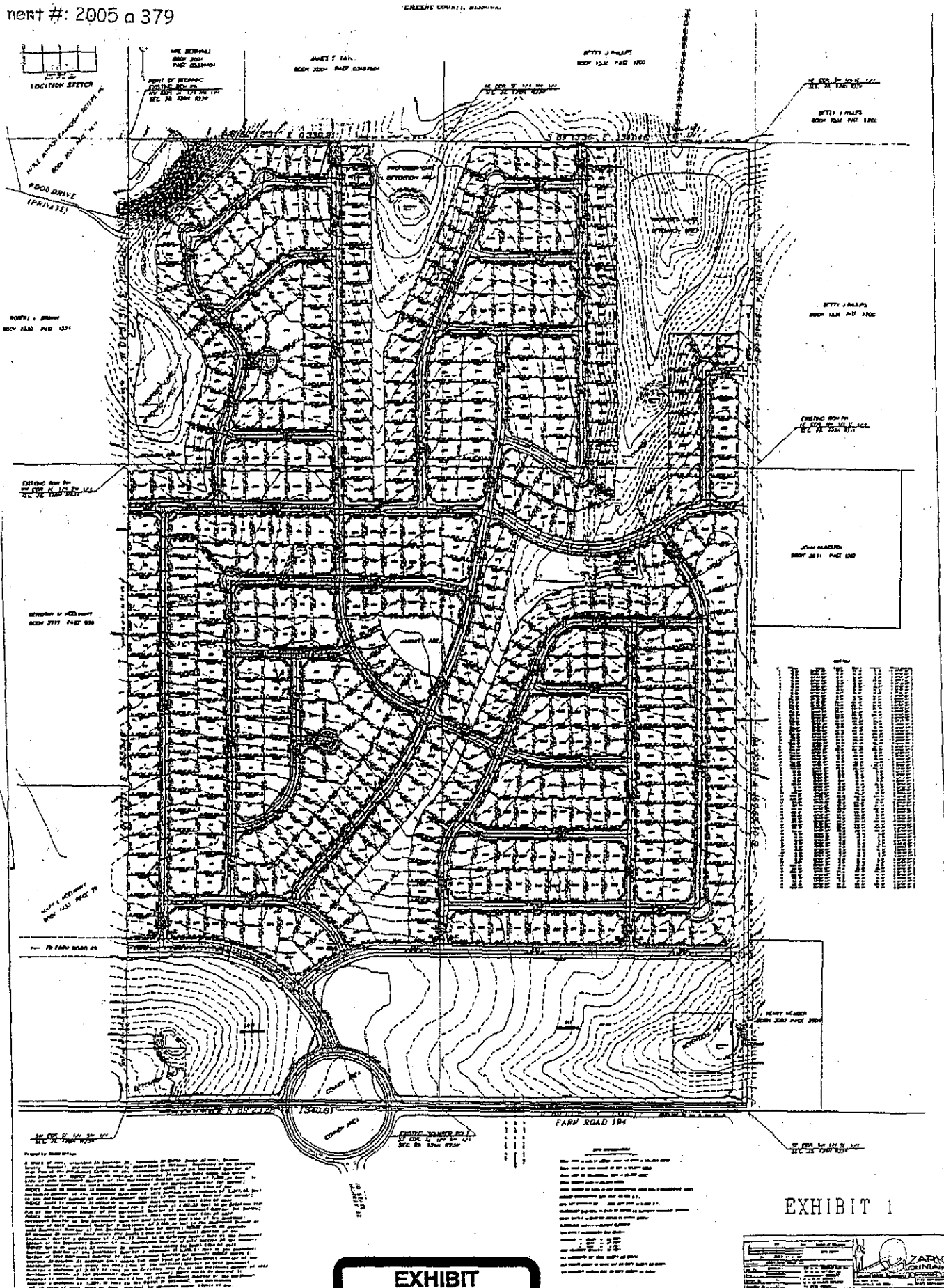
DEPARTMENT


Greene County Counselor
Ted Johnson


Kevin Lowe, Administrator

Approved as to Form:


City of Republic Counselor



NOTICE IS HEREBY GIVEN THAT THE GREENE COUNTY PLANNING BOARD will hold a public hearing on TUESDAY, December 21, 2004, at 7:00 p.m. in Room 212, at 940 Boonville, Springfield, Missouri. If this hearing should last until 11:00 p.m. the Planning Board may recess the hearing until another night to allow sufficient time for review of all requests. Information may be examined at the Planning Section, at 940 Boonville, Room 306, 8:00 a.m. - 5:00 p.m. Monday thru Friday.

CASE NO. PLANNING BOARD # 1560

PETITION: REQUEST TO REZONE APPROXIMATELY 245.15 ACRES FROM AN A-1, AGRICULTURE DISTRICT TO A PLOT ASSIGNMENT DISTRICT

LEGAL: A TRACT OF LAND, SITUATED IN SECTION 28, TOWNSHIP 28 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN EXISTING IRON PIN AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE SOUTH 89 DEGREES 12 MINUTES 31 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER A DISTANCE OF 1,339.21 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER FOR CORNER; THENCE SOUTH 89 DEGREES 13 MINUTES 36 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28 A DISTANCE OF 1,341.46 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER FOR CORNER; THENCE SOUTH 01 DEGREES 27 MINUTES 46 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 1,327.25 FEET TO AN EXISTING IRON PIN AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER FOR CORNER; THENCE SOUTH 01 DEGREES 29 MINUTES 59 SECONDS WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER A DISTANCE OF 2,655.78 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER FOR CORNER; THENCE NORTH 89 DEGREES 01 MINUTES 25 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER A DISTANCE OF 1,344.17 FEET TO AN EXISTING SQUARE BOLT AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28 FOR CORNER; THENCE NORTH 89 DEGREES 23 MINUTES 28 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 1,340.81 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR CORNER; THENCE NORTH 01 DEGREES 33 MINUTES 31 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER A DISTANCE OF 2,653.49 FEET

TO AN EXISTING IRON PIN AT THE NORTHWEST CORNER OF SAID
NORTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR CORNER;
THENCE NORTH 01 DEGREES 31 MINUTES 51 SECONDS EAST ALONG THE
WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST
QUARTER A DISTANCE OF 1,329.10 FEET TO THE POINT OF BEGINNING,
AND CONTAINING 245.15 ACRES OF LAND, MORE OR LESS, SUBJECT TO
EASEMENTS AND/OR RIGHTS OF WAY.

LOCATION: APPROXIMATELY 1,350 FEET EAST OF FARM ROAD 89 LYING ON THE
NORTH SIDE OF FARM ROAD 194



Kent D. Morris, AICP, Executive Secretary
Greene County Planning Board

APPLICANT: CHARLES BLOUNT

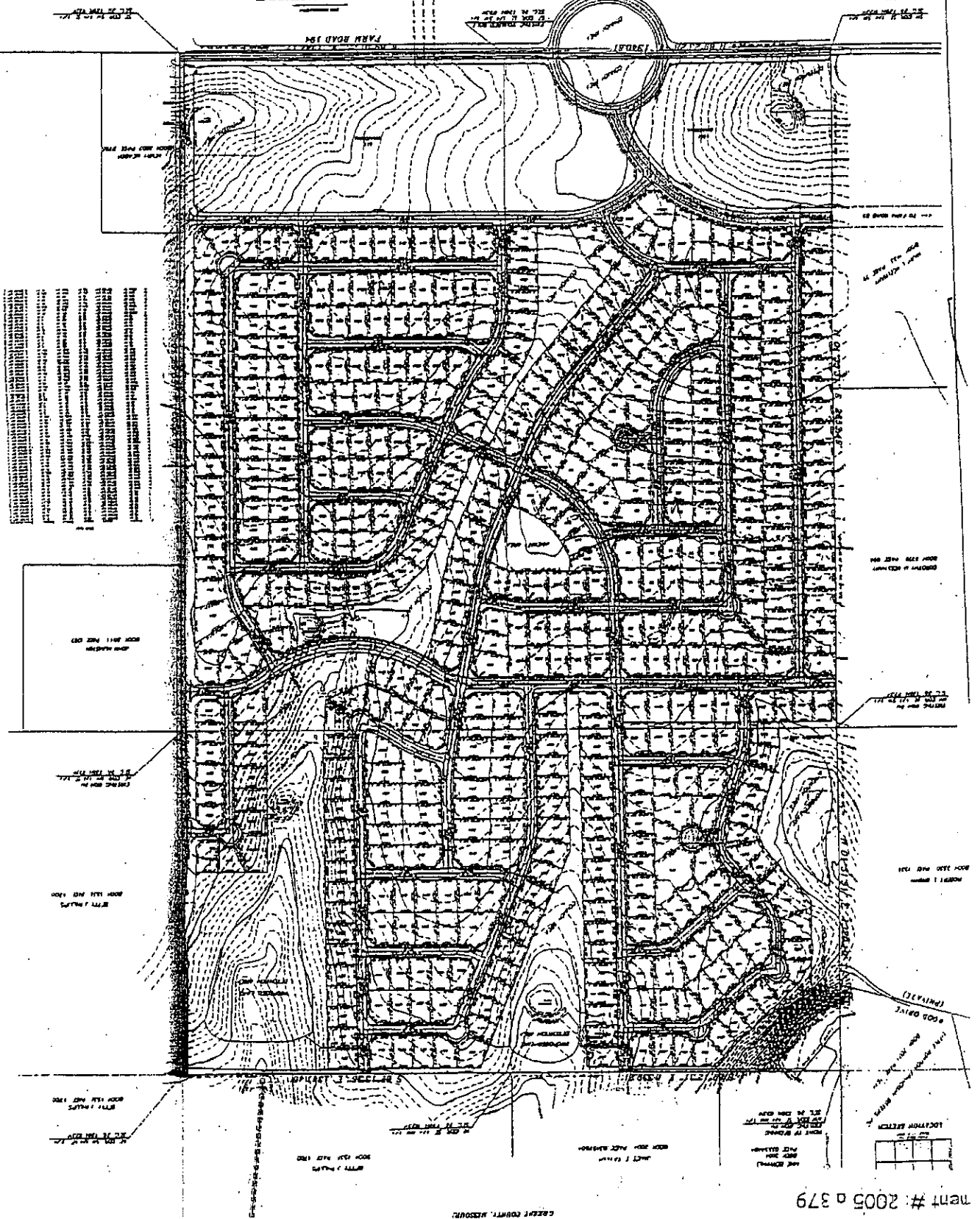
1 (A)

EXHIBIT

tabbies



EXHIBIT 1



ment #: 2005 0 379

LEGEND COUNTY, MISSOURI

EXHIBIT 2

Road Definitions

Local Streets – Local streets are internal streets that move local traffic inside the subdivision. They shall be constructed in a fifty foot right of way with curb and gutter. All local streets shall be a minimum width of 28' back of curb to back of curb with a four foot sidewalk and access restrictions only from property lines and intersections.

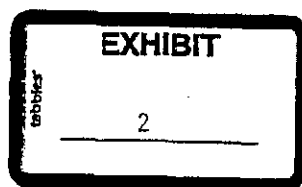
Residential Collector – Residential Collectors are designed to collect traffic from local streets and move traffic in and out of the subdivision. One residential collector is required approximately through the middle of the subdivision. This collector shall be constructed in a sixty foot right of way with curb and gutter. It shall be a minimum width of 31' back of curb to back of curb with four foot sidewalks on both sides or an internal trail system. Accesses are restricted from property lines and intersections. A lot fronting both a local street and a collector must take access from the collector.

Commercial Collector – Commercial Collectors are designed to collect traffic from local streets and move traffic in and out of the commercial development. A commercial collector is required from Farm Road 89 to the east property line. This collector shall be constructed in a sixty foot right of way with curb and gutter. It shall be a minimum width of 31' back of curb to back of curb with four foot sidewalks on both sides. No residential access allowed. Commercial access spaced a minimum of 200 feet apart.

Farm Road 89 – Farm Road 89 shall be constructed to Secondary Arterial standards. Farm Road 89 shall be constructed in an eighty foot right of way with curb and gutter. It shall be a minimum width of 41' back of curb to back of curb with four foot sidewalks on both sides. No residential access allowed; street intersections and commercial entrances spaced 300 feet apart.

Future Bailey Avenue – This north/south secondary arterial located on the east side of the subdivision shall be constructed in a sixty foot right of way with curb and gutter on the west side only with an open ditch section on the east side. It shall be a minimum of 26 foot wide with a four foot sidewalk on the west side from Farm Road 194 and stubbed into the Phillips property. Only street access allowed.

Farm Road 194 – This future primary arterial, as designated on Greene County's major thoroughfare plan, shall have a right of way dedicated of 100' wide through the subdivision. Developer is required to pay sidewalk fees only along this route but no improvements are required except what is disturbed at the round-a-bout area.



The legal description for that 40 acre tract that FR 89 will run through from MPI to the existing FR 89 is as follows:

SW 1/4, SW 1/4, Section 30, TN 28, R23





940 N. BOULVARD AVE.
Springfield, MO 65804

Phone: 417-868-4000
Fax: 417-868-4808

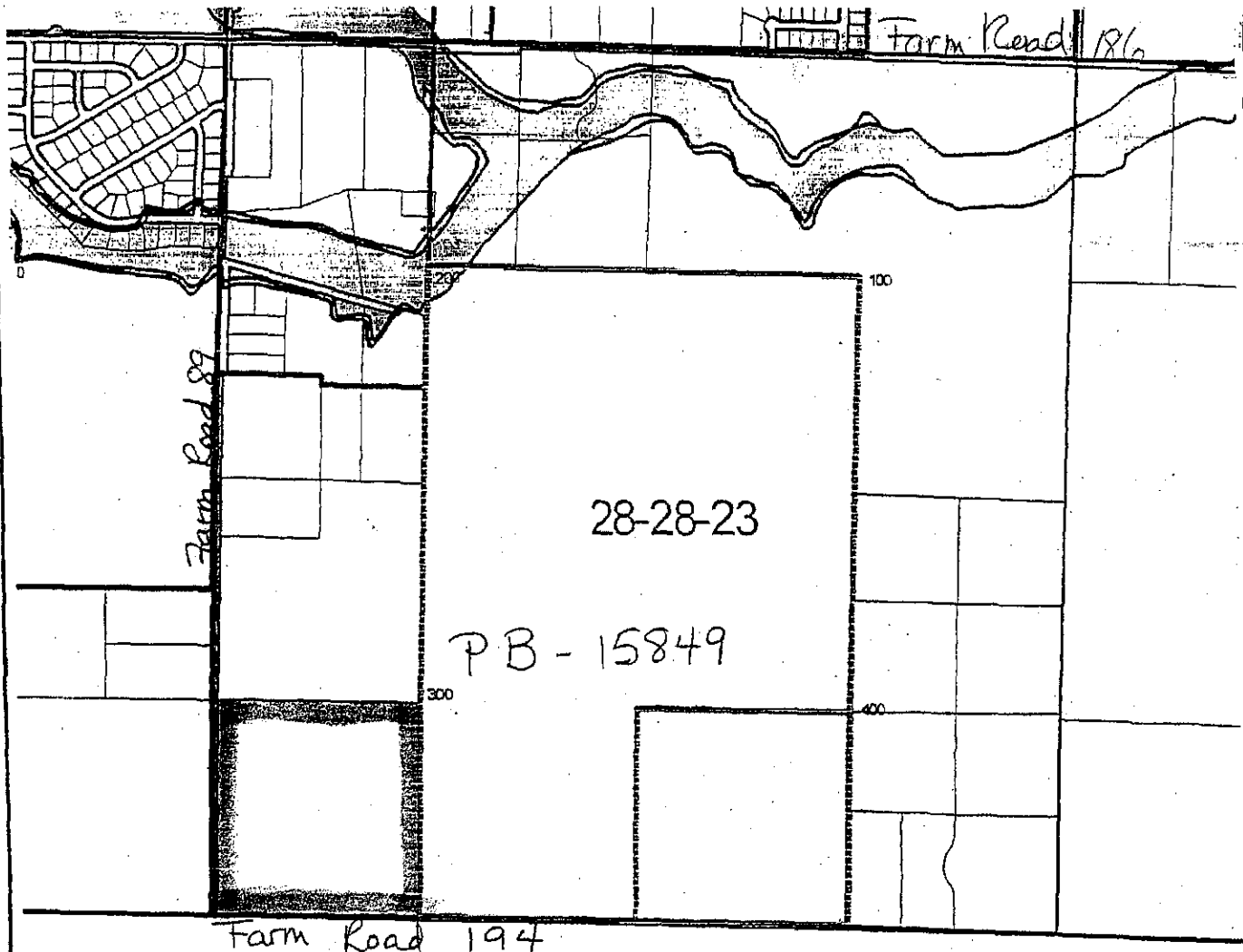
Property Address: 1492 E WOOD ST GREENE COUNTY

Legal Desc: NW1/4 SE1/4 & SW1/4 NE1/4 &

NW1/4 & E1/2 SW1/4 28/28/23

Subdivision: N/A

Zoning: A-1



Christian County



DEC 20, 2004

Prepared under the direction of
State Tax Commission of Missouri
and Greene County Tax Assessor.
This property ownership map is for
tax purposes only. It is not intended
for conveyances.

200 0 200 100 Feet



Legend

- (1) SUBDIVISION LOT NUMBER
- 10 PARCEL NUMBER
- 100 MAP BLOCK NUMBER
- PROPERTY LINE
- ORIGINAL LOT LINE
- R/W LINE
- - - RAILROAD R/W LINE
- CORPORATION LINE

AREA INDEX

5	4	3	2	1
6	7	8	9	10
15	14	13	12	11
16	17	18	19	20

Greene County

SECTION INDEX

5	6	7	8	9
10	11	12	13	14
15	16	17	18	19
20	21	22	23	24
25	26	27	28	29
30	31	32	33	34

1/4 SECTION INDEX

NW	NE
SW	SE

IRREVOCABLE CONSENT TO ANNEXATION AND AGREEMENT RELATING THERETO

This Irrevocable Consent to Annexation and Agreement Relating Thereto is made and entered into this _____ day of _____, 20____.

WITNESSETH:

WHEREAS, _____, (hereinafter "Owners") are the record Owners a fee simple interest in the following described real property:
[See Exhibit "A" attached hereto and incorporated herein by reference; and]

WHEREAS, the above-described realty lies outside of the city limits of the City of Republic, Missouri, (hereinafter the "City"); and

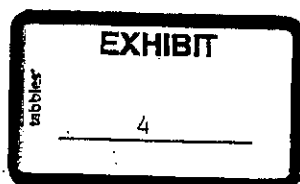
WHEREAS, Owners have asked the Board of Aldermen (hereinafter "Board") of the City to provide Owners with water and/or sewer service by permitting Owners to connect on to the City's water and/or sewer system; and

WHEREAS, it is the policy of the City and the Board not to supply water or sewer to realty and persons located outside of the city limits; and

WHEREAS, the City, through its Board, is willing to deviate from the above stated policy, and is willing to allow Owners to connect on to the City's water and/or sewer system if, and only if, Owners will irrevocably agree to consent to any future annexation by the City of the above described realty in the event the City and the Board determine such annexation would be in the best interests of the City.

NOW THEREFORE, it is hereby agreed by and between the parties as follows:

1. The City, acting through its Board, hereby agrees to permit Owners to connect to the City's water and/or sewer system and Owners hereby irrevocably consent, on behalf of themselves, their successors and assigns, to any future annexation of the above-described realty by the City irrespective of who initiated the annexation process.



2. The City shall charge, and Owners shall pay, such amounts as the City determines are necessary, appropriate or reasonable for all water and/or sewer service supplied Owners.

3. At such time as the Board, by resolution or ordinance, declares that annexation of hereinbefore described realty is in the best interests of the City; Owners, their successors and/or assigns shall cause a voluntary petition for annexation of the above-described realty to be presented to the Board as provided by Section 71.012 RSMo.

4. Alternatively, in the event the City initiates an annexation proceeding in the court system of this state which ultimately requires voter approval, and in the further event such annexation proceeding involves the above-described realty; Owners, their successors and/or assigns hereby agree to cooperate fully with the City and the Board in the annexation process, and Owners, their successors and/or assigns agree they will in no way object to or do anything which would impede the annexation process.

5. In the event Owners, their successors and/or assigns, or anyone acting by, through to on behalf of any of them, shall fail to cooperate fully with the City and the Board in any future annexation proceeding, irrespective of the form of that proceeding, or should Owners, their successors and/or assigns object to or do anything which would impede any such annexation proceeding, should Owners, their successors and/or assigns object to or do anything which would impede any such annexation proceeding, then the City may thereafter, without notice, terminate water and/or sewer service to the above-described realty and disconnect said property from the City's water system.

6. This agreement and the irrevocable consent contained herein shall remain in full force and effect so long as Owners continue to receive water and/or sewer service from the City and/or are connected to the City's water and/or sewer system.

7. This agreement, including the irrevocable consent contained herein, shall be enforceable by specific performance, at the option of the City, and, if litigation is initiated, the parties agree that venue shall be proper only in the Circuit Court of Greene County, Missouri, and all parties expressly waive any rights to venue inconsistent therewith.

8. This agreement and the irrevocable consent contained herein shall be deemed to be a covenant running with the land and shall be binding upon Owners, their heirs, legal representatives, successors and assigns.

Property Owner

Property Owner

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this ____ day of _____, 20____, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same as his (her) free act and deed. And she said _____ further declared himself (herself) to be single and unmarried.

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

Notary Public

My commission expires:

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this ____ day of _____, 20____, before me personally appeared _____
_____ to me known to be the person(s) described in
and who executed the foregoing instrument, and acknowledged the he (they) executed
the same as his (their) free act and deed.

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

Notary Public

My commission expires:

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this ____ day of _____, 20____, before me personally appeared
_____ to me personally known, who being duly
sworn, did say that she/he is _____ of _____
that the seal affixed to this instrument is the corporate seal of said corporation, and that
the said instrument was signed and sealed in behalf of said corporation by authority of
its Board of Directors and the said _____ acknowledged said instrument
to be the free act and deed of said corporation.

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

Notary Public

My commission expires:

EXHIBIT 5

ALLOCATION OF COSTS FOR PROJECT BETWEEN CITY AND DEVELOPER

Project Cost Reimbursable

Summarized below are the broad categories of costs to be included in the reimbursement calculation, additional items that are attributed to the cost of the overall project may be included as appropriate. Due to the nature of the land ownership the costs will be kept and reimbursed in two distinct categories.

- A. Right-of-way Acquisition Costs, including but not limited to:
 - 1. Legal fees;
 - 2. Purchase costs;
 - 3. Administrative fees;
 - 4. Condemnation costs;
 - 5. Accounting fees.

- B. Design and Construction Costs, including but not limited to:
 - 1. Legal fees;
 - 2. Utility Relocation;
 - 3. Engineering and Design Fees necessary for this roadway;
 - 4. Bid and Bid Evaluation costs, if any;
 - 5. Survey costs necessary for the roadway, including topography mapping, construction, staking, and installation of property pins;
 - 6. Administrative fees for printing, copying, typing, and other clerical or reproduction costs necessary for the project;
 - 7. Permit and Inspection fees charged by government agencies;
 - 8. Engineering or Design, including plan review, fees charged by government agencies;
 - 9. Construction costs;
 - 10. Traffic signage installation and/or fees;
 - 11. Accounting Fees, including disbursement costs.

EXHIBIT

5

RECEIVED

OCT 02 2007

COMMISSION COUNSEL
PUBLIC SERVICE COMMISSION

**IRREVOCABLE CONSENT TO ANNEXATION
AND AGREEMENT RELATING THERETO**

This Irrevocable Consent to Annexation and Agreement Relating Thereto is made and entered into this 30th day of April, 2007.

WITNESSETH:

WHEREAS, SHUYLER Ridge, LLC (hereinafter "Owners") are the record Owners a fee simple interest in the following described real property:

[See Exhibit "A" attached hereto and incorporated herein by reference; and]

WHEREAS, the above-described realty lies outside of the city limits of the City of Republic, Missouri, (hereinafter the "City"); and

WHEREAS, Owners have asked the Board of Aldermen (hereinafter "Board") of the City to provide Owners with water and/or sewer service by permitting Owners to connect on to the City's water and/or sewer system; and

WHEREAS, it is the policy of the City and the Board not to supply water or sewer to realty and persons located outside of the city limits; and

WHEREAS, the City, through its Board, is willing to deviate from the above stated policy, and is willing to allow Owners to connect on to the City's water and/or sewer system if, and only if, Owners will irrevocably agree to consent to any future annexation by the City of the above described realty in the event the City and the Board determine such annexation would be in the best interests of the City.

NOW THEREFORE, it is hereby agreed by and between the parties as follows:

1. The City, acting through its Board, hereby agrees to permit Owners to connect to the City's water and/or sewer system and Owners hereby irrevocably consent, on behalf of themselves, their successors and assigns, to any future annexation of the above-described realty by the City irrespective of who initiated the annexation process.

2. The City shall charge, and Owners shall pay, such amounts as the City determines are necessary, appropriate or reasonable for all water and/or sewer service supplied Owners.

3. At such time as the Board, by Resolution or Ordinance, declares that annexation of hereinbefore described realty is in the best interests of the City; the City shall present the attached Voluntary Petition for Annexation to the Board as provided by Section 71.012 RSMo.

4. Alternatively, in the event the City initiates an annexation proceeding in the court system of this state which ultimately requires voter approval, and in the further event such annexation proceeding involves the above-described realty; Owners, their successors and/or assigns hereby agree to cooperate fully with the City and the Board in the annexation process, and Owners, their successors and/or assigns agree they will in no way object to or do anything which would impede the annexation process.

5. In the event Owners, their successors and/or assigns, or anyone acting by, through to on behalf of any of them, shall fail to cooperate fully with the City and the Board in any future annexation proceeding, irrespective of the form of that proceeding, or should Owners, their successors and/or assigns object to or do anything which would impede any such annexation proceeding, should Owners, their successors and/or assigns object to or do anything which would impede any such annexation proceeding, then the City may thereafter, without notice, terminate water and/or sewer service to the above-described realty and disconnect said property from the City's water system.

6. This agreement, the Irrevocable Consent to Annexation, and the Voluntary Petition for Annexation contained herein shall remain in full force and effect so long as Owners continue to receive water and/or sewer service from the City and/or are connected to the City's water and/or sewer system.

7. This agreement, including the Irrevocable Consent to Annexation contained herein, and the Voluntary Petition for Annexation shall be enforceable by specific performance, at the option of the City, and, if litigation is initiated, the parties agree that venue shall be proper only in the Circuit Court of Greene County, Missouri, and all parties expressly waive any rights to venue inconsistent therewith.

8. This agreement, the Irrevocable Consent to Annexation contained herein shall be deemed to be a covenant running with the land and shall be binding upon Owners, their heirs, legal representatives, successors and assigns.

Daniel R Clark

Partner

MANAGING MEMBER

Partner

Partner

Partner

SHUYLER RIDGE, LLC
LLC

STATE OF MISSOURI)

) ss.

COUNTY OF GREENE)

On this 30th day of April, 2007, before me personally appeared Daniel R. Clark to me personally known, who being duly sworn, did say that she/he is managing member of Shuyler Ridge, LLC and ~~that the seal affixed to this instrument is the corporate seal of said corporation; and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said~~ XXXXXXXXXXXXXXXXXXXX acknowledged said instrument to be the free act and deed of ~~said corporation~~ Shuyler Ridge, LLC.

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

Alyce Drewel

Notary Public

My commission expires:

