

Christian County Commission 100 West Church St, Room 100 Ozark, MO 65721

SCHEDULED

Meeting: 03/01/22 09:00 AM Department: County Clerk Category: Meeting Items Prepared By: Paula Brumfield Initiator: Paula Brumfield Sponsors: DOC ID: 5331

MEETING ATTACHMENTS (ID # 5331)

Meeting Attachments

ATTACHMENTS:

- 030122 CERTIFIED COURT ORDER NO. 03-01-2022-01 (PDF)
- 030122 NRoute Signature Page EMA (PDF)
- 030122 AWARD LETTER Unisyn Equipment COUNTY CLERK ADKINS & SON INC (PDF)
- 030122 American Business Systems Signature Page (not complete) RECORDER (PDF)
- 030122 Procurement Proclamation (PDF)
- 030122 Ozark Centre TDD Mail-In Election Certification (PDF)
- 030122 Treasurer's 4th QUARTER REPORT (PDF)
- 030122 ROW Deed Willoughby (PDF)
- 030122 ROW Deed Conlan (PDF)
- 030122 ROW Deed Stevens (PDF)
- 030122 ROW Deed Hicks & White (PDF)
- 030122 ROW Deed White (PDF)
- 030122 ROW Deed Moulder (PDF)
- 030122 ROW Deed Clever Properties (1) (PDF)
- 030122 ROW Deed Ghan (PDF)
- 030122 ROW Deed Smith (PDF)
- 030122 ROW Deed Clever Properties (2) (PDF)
- 030122 ROW Deed Bebout (PDF)
- 030122 ROW Deed Burky (PDF)
- 030122 ROW Deed Behrens (PDF)
- 030122 ROW Deed Eckland (PDF)
- 030122 ROW Deed Smith & Matthews (PDF)
- 030122 ORDER NO. 03-01-2022-01 (CASE #2022-14) MTJ HOLDINGS LLC (PDF)

CERTIFIED COURT ORDER # 03-01-2022-01

The Treasurer is hereby ordered to pay the following entities:

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CART

February 24, 2022 Receipt #: 5253

January 2022 Term

AMOUNT RECEIVED		222-43354	150,280.95	Check #
BRIDGE		15.00%	22,542.14	
With the second s	ROAD MILES	and the second sec		
COMMON 1	297.51	29.67%	44,588.36	
COMMON 2	280.69	27.99%	42,063.64	
BILLINGS SPECIAL	103.25	10.30%	15,478.94	
GARRISON SPECIAL	24	2,39%	3,591.71	
OZARK SPECIAL	102.97	10.27%	15,433.85	
SELMORE SPECIAL	27.5	2.74%	4,117.70	
SOUTH SPARTA SPECIAL	11.1	1.11%	1,668.12	
STONESHIRE	5.3	0.53%	796.49	
TOTAL ROADS	852.32	100.00%	127,738.81	
TOTAL BRIDGE			22,542.14	
TOTAL DISBURSED			150,280.95	

Presiding Commissioner Ralph Phillips

1.00 Kion

Western Commissioner Hosea Bilyeu

Eastern Commissioner Lynn Morris

IN TESTIMONY WHEREOF I, have hereunto set my hand and affixed the seal of said Commission, at my office in Christian County this, the 1st day of March, 2022.

Kay Brown, Clerk of the County Commission

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

COUNTY OF CHRISTIAN

CONTRACTOR

By:	
By:	Elected Official/Department Head
By:	Absent Ralph Phillips, Presiding Commissioner
By:	Jahn Morris, Eastern Commissioner
By:	Hosea Bilyeu, Western Commissioner
ΑΤΤ	EST BY: Kay Brown, Christian County Clerk

Company Name:	
Ву:	
Title:	
Ву:	
Title:	

AUDITOR CERTIFICATION

I certify that the expenditure contemplated by this document is within the purpose of the document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

Amy Dent, Christian County Auditor

423

By: John W. Housley, Christian County Counselor

Approved as to form;

February 25, 2022

To: Motorola Solutions, Inc. 500 W Monroe Chicago IL 60661

Re: Purchase of Motorola/Futurecom radio communications equipment

The Christian County Emergency Management is using this Notice to Proceed in lieu of a purchase order. This letter serves as authorization for Motorola to place an order for the communications equipment on the attached sheet for a purchase price of \$21,100 based off the Missouri State Contract # CT182780001terms and conditions. Christian County Emergency Management agrees to pay Motorola Solutions for the equipment "Net 30 days upon shipment" to:

Shipping Address: Nroute LLC 6102 N 23rd St Ozark, Mo 65721

When Motorola invoices The Christian County Emergency Management, the invoice should be sent to the following address:

Billing Address: Christian County Emergency Management 110 W. Elm St. Rm 50 Ozark, Mo 65721

For taxation purposes, even if tax-exempt, the equipment sold to The Christian County Emergency Management will ultimately reside at the following address:

Christian County Emergency Management 110 W. Elm St. Rm 50 Ozark, Mo 65721

Payments can be authorized solely on this document. I submit that I am a duly authorized official of our entity and that my signature makes this a legal and binding document, and that funding has been encumbered for this order.

If you have any questions regarding this order, please feel free to contact The Christian County Emergency Management at 417-582-5400

Sincerely yours,

Jul Austa-2-25-21 By: **Phil Amtower** Title: Director

cc: Denise Gibbs, Motorola Solutions Will Reynolds, NROUTE Enterprises LLC Michael L. Parson Governor

Sandra K. Karsten Director of Public Safety

STATE OF MISSOURI

James Remillard Director

STATE EMERGENCY MANAGEMENT AGENCY

DEPARTMENT OF PUBLIC SAFETY PO Box 116, Jefferson City, Missouri 65102 Phone: (573) 526-9100 Fax: (573) 634-7966 E-mail: mosema@sema.dps.mo.gov

December 15, 2021

Ralph Phillips Presiding Commisioner Christian County 100 W. Church St, Rm 100 Ozark, MO 65721

Dear Ralph Phillips,

Recently, your agency applied through the FY20 Emergency Management Performance Grant miniapplication. We are happy to report you have been awarded \$ 21,100.00 to purchase (1) MOSWIN Mobile Radio and (1) MOSWIN Portable Radio. The decision-making process was a difficult one, with many worthwhile Emergency Management Agencies vying for a limited amount of funds. After review of the application, your agency was awarded part of your request and the remaining items requested are not recommended to receive funding at this time. Thank you for sustaining your emergency preparedness initiatives.

All purchases must be received and paid no later than April 30, 2022. Your agency will have until May 31, 2022 to submit to SEMA your request for reimbursement. In addition, SEMA will need a copy of your local procurement policies or verification your agency follows the State of Missouri's procurement policy, if not already on file with SEMA grants.

Enclosed are your award documents. Your authorized official must sign the grant award to certify acceptance of this award. You are required to return one set of the original forms back to SEMA no later than January 15, 2022, to the following person and address prior to reimbursement being paid to your jurisdiction:

State Emergency Management Agency Attn: Amy Lepper PO Box 116 Jefferson City, MO 65102

The CFDA number for the Emergency Management Performance Grant is 97.042. Your award number is EMK-2020-EP-00004-SL30.

Thank you for your support and cooperation with this effort. If you have any questions, please contact Amy Lepper at 573-751-0788, <u>Amy.Lepper@sema.dps.mo.gov</u>.

Sincerely

James Remillard Director



A Nationally Accredited Agency

State Emergency Management Agency	SUBRECIPIENT AWARD	
2302 Militia Drive	DATE	
P.O. Box 116 Jefferson City, MO 65102	December 15, 2021	
Phone: (573) 526-9100	Award Number	Amendment No.
Fax: (573) 634-7966	EMK-2020-EP-00004-SL30	N/A
GRANTEE NAME	GRANTEE VENDOR NUMBER	
Christian County Emergency Management Agency	44-6000473	
GRANTEE ADDRESS	ISSUING AGENCY	
100 W. Church St, Rm 100 Ozark, MO 65721	MO State Emergency Management	t Agency
02ark, WO 65721	PO Box 116	
ODANT.	Jefferson City, MO 65102	
PROJECT TITLE GRAN		
	FEDERAL AWARDING AGENCY	
FY 2020 Emergency Management Performance Grant	Federal Emergency Management A	dency
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NO	PERFORMANCE PERIOD	igeney
97.042	FROM: 12/01/2021	то: 05/31/2022
		and the second s
FEDERAL AWARD AMOUNT	\$21,100.00	
	11	
LOCAL COST SHARE	\$0.00	
TOTAL AWARD AMOUNT	\$21,100.00	
CONTAC	INFORMATION	
EMPG GRANT SPECIALIST	GRANTEE PROJECT I	DIRECTOR
NAME	NAME	
Amy Lepper	Phil Amtower, EMD	
E-MAIL ADDRESS	E-MAIL ADDRES	
amy.lepper@sema.dps.mo.gov	philamtower@christiancountymo.go	V
573-751-0788	TELEPHONE	
SUMMARY DESCRIPTION OF PROJECT	417-582-5400	
The purpose of the EMPG Program is to make grants to	locals in preparing for all hazards, as	authorized by the Robert

T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). Title VI of the Stafford Act authorizes grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the Federal Government, States, and their political subdivisions. SEMA, through the EMPG Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title so that a comprehensive emergency preparedness system exists for all hazards in the State of Missouri. This award is not for Research and Development. There is no indirect cost rate for this award.

TYPED NAME AND TITLE OF OHS OFFICIAL		TYPED NAME AND TITLE OF GRANTEE AUTHORIZED OFFICIAL			
James Remillard, Director		Ralph Phillips, Presiding Commisioner			
SIGNATURE OF APPROVING OHS OFFICIAL	DATE	SIGNATURE OF GRANTEE AUTHORIZED OFFICIAL	DATE		
JW. Jalla	12/15/2021	Mark	12/22/2021		
/ THIS GRANT IS APPROVED S	UBJECT TO SUCI	H CONDITIONS OR LIMITATIONS SET F	ORTHONTHE		
ATTACHED SPECIAL CONDITION	(S). BY SIGNING	THIS GRANT AGREEMENT, THE GRAN	TEE IS AGREEING		
TO READ	AND COMPLY W	THALL SPECIFIC CONDITIONS			

SPECIFIC CONDITIONS

DATE December 15, 2021 AWARD NUMBER EMK-2020-EP-00004-SL30

Article I - Acknowledgement of Federal Funding from DHS

All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article II - Activities Conducted Abroad

All subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article III - Age Discrimination Act of 1975

All subrecipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article IV - Americans with Disabilities Act of 1990

All subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article V - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All subrecipients who collect PII are required to have a publically available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Award subrecipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article VI- Civil Rights Act of 1964

All subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article VII - Civil Rights Act of 1968

All subrecipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

Article VIII - Copyright

All subrecipients must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article IX - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions. The administrative and audit requirements and cost principles that apply to DHS award subrecipients originate from 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as adopted by DHS at 2 C.F.R. Part 3002.

Article X - Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XI - Drug-Free Workplace Regulations

All subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 3001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Article XII - Duplication of Benefits

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

Article XIII - Energy Policy and Conservation Act

All subrecipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

Article XIV - False Claims Act and Program Fraud Civil Remedies

All subrecipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article XV – Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-428B, item number 17 for additional information and guidance.

Article XVI - Fly America Act of 1974

All subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XVII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225a, all subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. §2225.

Article XVIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited and additional resources on http://www.lep.gov.

Article XIX - Lobbying Prohibitions

All subrecipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XX - Non-supplanting Requirement

All subrecipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article XXI - Patents and Intellectual Property Rights

Unless otherwise provided by law, subrecipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

Article XXII - Procurement of Recovered Materials

All subrecipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXIII - Contract Provisions for Non-federal Entity Contracts under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 4. Davis-Bacon Act, as amended (40 U.S.C 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federal Financed and Assisted Construction"). In accordance with the statute, contracts must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of wage determination. The non-Federal entity must report all suspected or reported violations to the

Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C 3704 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- Contract and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Article XXIV – SAFECOM

All subrecipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXV - Terrorist Financing E.O. 13224

All subrecipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

Article XXVI - Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)

All subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XXVII - Trafficking Victims Protection Act of 2000

All subrecipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

Article XXVIII - Rehabilitation Act of 1973

All subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article XXIX - USA Patriot Act of 2001

All subrecipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article XXX - Use of DHS Seal, Logo and Flags

All subrecipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XXXI - Whistleblower Protection Act

All subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article XXXII - SEMA Specific Acknowledgements and Assurances

All subrecipients must acknowledge and agree to comply with applicable provisions governing SEMA access to records, accounts, documents, information, facilities, and staff.

- 1. Subrecipients must cooperate with any compliance review or complaint investigation conducted by SEMA.
- Subrecipients must give SEMA access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by SEMA regulations and other applicable laws or program guidance.

- Subrecipients must submit timely, complete, and accurate reports to the appropriate SEMA officials and maintain appropriate backup documentation to support the reports. Future awards and fund drawdowns may be withheld if these reports are delinquent.
- 4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
- 5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the SEMA.
- 6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the SEMA Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

Article XXXIII- Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by SEMA, you must request instructions from SEMA to make proper disposition of the equipment pursuant to 2 C.F.R. §200.313.

Article XXXIV - Prior Approval for Modification of Approved Budget

Before making any change to the SEMA approved budget for this award, you must request prior written approval from SEMA by requesting a Subaward Adjustment.

Article XXXV - Incorporation by Reference of Notice of Funding Opportunity

The Notice of Funding Opportunity for this program is hereby incorporated into your award agreement by reference. By accepting this award, the sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained under the 2020 Notice of Funding Opportunity and the Missouri 2020 EMPG Program Manual.

Article XXXVI – Federal Leadership on Reducing Text Messaging while Driving

All subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XXXVII – National Environmental Policy Act

All subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXXVIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statue, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXXIX – Acceptance of Post Award Changes

In the event SEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article XXXX - Universal Identifier and System of Award Management

Unless the recipient is exempted from this requirement under 2 CFR 25.110, the recipient must maintain the currency of their information in the System for Award Management (SAM) until the recipient submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information or another award term.

Article XXXXI – Other Specific Conditions

1. All purchases made under this award must be received and paid for by April 30, 2022.

2. All supporting documentation for reimbursement must be submitted to SEMA by May 31, 2022.

3. Agency will provide SEMA a copy of the local procurement policies, or indicate county/city follows State procurement policies.



NOTICE OF CONTRACT AMENDMENT

State Of Missouri Office Of Administration Division Of Purchasing PO Box 809 Jefferson City, MO 65102-0809 http://oa.mo.gov/purchasing

CONTRACT NUMBER	CONTRACT TITLE
CT182780001	MOSWIN Infrastructure Operations and Support
AMENDMENT NUMBER	CONTRACT PERIOD
04	July 1, 2021 through June 30, 2023
REQUISITION/REQUEST NUMBER	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID
MB Request	3611158000 B / MB00133260
CONTRACTOR NAME AND ADDRESS	STATE AGENCY'S NAME AND ADDRESS
Motorola Solutions, Inc. 500 W. Monroe Street, Ste 4400 Chicago, IL 60661	Department of Public Safety Missouri Interoperability Center 2413 E. McCarty St. Jefferson City, MO 65101

ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:

Contract CT182780001 is hereby amended pursuant to the attached amendment #04, dated 2/3/2022.

BUYER BUYER CONTACT INFORMATION			
Christopher Lozuaway	Email: Christopher.Lozuaway@oa.mo.gov Phone: (573) 751-1567 Fax: (573) 526-9816		
SIGNATURE OF BUYER	DATE		
and some	2/7/2022		

Hours bage Karen S. Boeger



STATE OF MISSOURI OFFICE OF ADMINISTRATION DIVISION OF PURCHASING (PURCHASING) CONTRACT AMENDMENT

AMENDMENT NO.: 04 REVISED CONTRACT NO.: CT182780001 TITLE: MOSWIN Infrastructure Operations and Support ISSUE DATE: 1/31/2022 REQ NO.: N/A BUYER: Christopher Lozuaway PHONE NO.: (573) 751-1567 E-MAIL: Christopher.Lozuaway@oa.mo.gov

TO: Motorola Solutions, Inc. 500 W. Monroe Street, Ste 4400 Chicago, IL 60661

RETURN AMENDMENT BY NO LATER THAN: 2/2/2022 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL OR FAX:

AMENDMENT RESPONSES SHOULD BE SUBMITTED BY E-MAIL OR FAX ONLY. IF UNABLE TO RETURN AMENDMENT BY EMAIL OR FAX, CONTACT THE BUYER OF RECORD TO DETERMINE IF AN ALTERNATE PROCESS IS AVAILABLE FOR SUBMISSION.

SCAN AND E-MAIL TO:	Christopher.Lozuaway@oa.mo.gov
FAX TO:	(573) 526-9816

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Department of Public Safety Missouri Interoperability Center 2413 E. McCarty St. Jefferson City, MO 65101

SIGNATURE REQUIRED

VENDOR NAME	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
Motorola Solutions, Inc.	133260
MAILING ADDRESS	
500 W. Monroe Street	
CITY, STATE, ZIP CODE	
Chicago, Il 60661-3781	
CONTACT PERSON	EMAIL ADDRESS
Keith Antoff	Keith.Antoff@motorolasolutions.com
PHONE NUMBER	FAX NUMBER
816-518-0129	n/a
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)	
_X_CorporationIndividualState/Local Government _	Partnership Sole Proprietor IRS Tax-Exempt
AUTHORIZED SIGNATURE	DATE
the like	02/03/2022
PRINTED NAME	TITLE
Steven Pyle	Regional Services Director

AMENDMENT #04 TO CONTRACT CT182780001

<u>CONTRACT TITLE:</u> MOSWIN Infrastructure Operations and Support

<u>CONTRACT PERIOD:</u> July 1, 2021 through June 30, 2023

The State of Missouri and the contractor mutually agree to amend contract CT182780001 to replace the documents identified below with the attached updated versions of the documents. The updated documents reflect prices consistent with the number of sites currently on the network, which increased since the information was initially incorporated into the contract as a result of Contract Amendment 02 to CT182780001.

- Exhibit A, Statements of Work and Pricing
 - Statement of Work: Astro 25 System Upgrade Agreement II (SUA II)
 - Appendix A ASTRO 25 System Release Upgrade Paths
 - Appendix B System Pricing Configuration
- MOSWIN Zones 1, 2 & 3 FY21 FY24

All other terms, conditions and provisions of the previous contract period, including all renewal periods, shall remain the same throughout the above contract period and apply hereto.

The contractor should sign and return this document by the date indicated on page 1.



Christian County Commission

100 W. Church Street Room 100 Ozark, Missouri 65721 (417)582-4300 Ralph Phillips Presiding Commissioner

Lynn Morris Eastern Commissioner

Hosea Bilyeu Western Commissioner

March 1, 2022

Henry M. Adkins & Son, Inc 331 Independence Avenue Clinton, MO 64753 Mr. Dustin Vanderburg 800-633-5503 dustin@adkins-printing.com

Re: Award of Single Feasible Source #2022-4 - Unisyn Equipment

Mr. Vanderburg,

The Christian County Commission voted in session today to award the Single Feasible Source, #2022-4 for Unisyn Equipment to Henry M. Adkins & Son, Incorporated.

Your point of contact for delivery and installation will be County Clerk, Kay Brown. Clerk Brown can be reached at 417-582-4340 or kaybrown@christiancountymo.gov.

Should you have any additional questions please contact me at 417-582-43 or email to <u>khopkins@christiancountymo.gov</u>.

We look forward to working with you.

Kim Hopkins-Will Purchasing Agent

Hosea BilyeU Western Commissioner

Ralph Phillips Presiding Commissioner

Lynn Morris Eastern Commissioner

Website: Christiancountymo.gov Email: countycommission@christiancountymo.gov

SINGLE FEASIBLE SOURCE PURCHASE

Pursuant to 50.783 RSMo On any single feasible source purchase where the estimated expenditure is over twelve thousand dollars, the Commission shall post notice of the proposed purchase and advertise the Commission's Intent to make such purchase in at least one daily and one weekly newspaper of general circulation in such places as are most likely to reach prospective bidders or offerors and may provide such information through an electronic medium available to the general public at least ten days before the contract is to be let.

A Single Feasible Source exists when:

(1) Supplies are proprietary and only available from the manufacturer or a single distributor; or

(2) Based on past procurement experience, it is determined that only one distributor services the region in which the supplies are needed; or

(3) Supplies are available at a discount from a single distributor for a limited period of time.

Originating Office/Department: Christian County Clerk

Vendor Name: Henry M. Adkins & Son Inc.

Product Description; Unisyn Freedom Vote Tablet. This is the election equipment that is used for the disabled voters as required by Federal Law and used in all Federal Elections. This purchase will serve to replace the 12-year-old equipment that is obsolete for repairs.

Reason for Single Feasible Source: Christian County uses Unisyn Election Equipment for all elections. The only Vendor in the State of Missouri for the Unisyn Equipment is Henry M. Adkins & Son, Inc. which is my current vendor. This is simply replacing old equipment that is more secure and not obsolete.

Estimated Cost: \$ 64,428,00

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Elected Official/Department Head: Kay Burn	
Purchasing Department Approval: Lief S Li- Wel	Date: 2/1/22
Commission Approval: <u>Zah</u>	Date: 2/8/2122

Entered Into Commission Minutes (date) 2-5-22	Posted online (date): 10/22
Published in newspaper (dates):2/16	- 2/22-





Christian County, Missouri

Proposal

Submitted by Henry M. Adkins & Son, Inc. (Adkins Election Services)

Description	Quantity		linic Price	Bü	ancled Price
Hardware	file or en		· · ·		
OpenElect Voting Optical (OVO) Precinct Scanner with Ballot Box	0	\$	4,790.00	\$	
Includes Carry Case, Transport Media (TM), Firmware and One Year Warranty			**		
Plastic Ballot Bin	0	\$	200.00	\$	
Freedom Vote Scanner (FVT) Ballot Marking Tablet (BMT)	26	\$	2,695.00	\$	70,070.00
Includes Self-Contelned Carry Case, Headset, Keypad, Firmware and One Year Warranty				-	
Freedom Vote Tablet (FVT) Table with Privacy Panel	0	\$	255.00	\$	
OpenElect Voting Central Scan (OVCS) High Speed Scanner	:0	\$	37,250.00	\$	
Includes Desktop Computer, Dust Cover, Switch and Cables, Firmware and One Year Warranty				т.	
mini OpenElect Voting Central Scan (mini OVCS) High Speed Scanner	0	Ş	7,850,00	\$	<u>1</u>
Includés First Yeat Software/Firmware and One Year Warranty	مىر بىدىمەمەرمەت تىسجىر بەرنىرى	Ľ.,	,,	ب روميند المرابع	
Additional Transport Media (TM)	0	\$	95,00	\$	
Uninterruptible Power Supply (UPS) Battery Backup	Ö	\$	265.00	\$	
Election Management System (EMS) Laptop Computer with Printer	Ö	\$	2,995.00	\$	
Tabulation software Installed	U	3	2,535,00	9. 	
Ballot on Demand (BOD) printer with laptop	0	\$	3,600.00	\$	-
Ricoh printer with laptop (driver installed)) includes one year warranty				ي. متغابطين	
Software					
OpenElect Central Suite (OCS) Tabulation Only software	0	\$	······································	\$,
Includes Tabulatión Software	U	Ş		·?	-
OpenElect Voting Central Scan (OVCS) Software	Ö		7 500 00	*	
Includes OVCS Software License for Each Desktöp Computer	U.	Ş	7,500.00	Ś	
Auditor Software Package	0.			4	
Includes Electronic Adjudication and Risk Limiting Audits (RLA)	0	\$	7,500.00	\$	چې د گارسنادېزېزې کو د نو و د نو و د نو و د نو
Services					
Implementation Services		<u> </u>	4 5 5 5 5 5		
Includes Project Management, Installation and Acceptance Testing	2	\$	1,200,00		Included
Equipment and Software Training	*************				······································
Includes Training on Equipment, Software Tabulation Training and Ballot Creation Training	1	\$	1,500.00		Included
Shipping and Handling	26	\$	33.00	\$	858.00
Customer Discount		[
Includes Trade-in and Recycling of Equipment	1	\$	(6,500.00)	Ş	(6,500.00
Total Solution Purchase Price	میں بر میں میں وہ محمد میں معموم کا محمد میں معموم کا محمد میں ہیں۔ وہ بہان بی ہو میں محمد میں میں میں میں معموم کا محمد میں معموم کا محمد میں معموم کا محمد میں معموم کا محمد میں م محمد میں معموم کا محمد میں معموم کا محم	\$	۵۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰	ĉ	1,428.00



HENRY M. ADKINS & SON, INC.

Election Services / Unisyn Voting Solutions / Tenex Software Solutions County Government Forms, Books and Supplies

331 Independence Ave. • P.O. Box 104 • Clinton, MO 64735 • 1-800-633-5503 • Fax: (660) 885-4019 • https://www.adkins-printing.com

January 28, 2022

Ms. Kay Brown Christian County Clerk 100 W. Church St. Ozark, MO 65721

Dear Ms. Brown:

Henry M. Adkins & Son, Inc. (Adkins) is the Exclusive Authorized Representative for Unisyn Voting Solutions in the States of Missouri, Iowa, Kansas and Tennessee. Adkins is the only authorized vendor to sell, install, service or print ballots for Unisyn Voting Solutions in the States named. Currently Adkins supports 170 counties throughout these four states including 75 counties in Missouri alone.

Adkins has exclusive rights with Unisyn for all of the following:

- Sell Unisyn OpenElect voting solutions
- Maintain and repair Unisyn hardware
- Print and test Unisyn ballots
- Prepare Unisyn pre-marked test decks
- Load and test Transport Media (TM) devices
- Train staff and poll workers on the Unisyn hardware and software
- Program elections using Unisyn's OpenElect Central Suite (OCS)
- Provide on-site and phone support for Unisyn equipment

Unisyn has trained Adkins' personnel on all the above. This training has been conducted at the Unisyn corporate office in Vista (San Diego), California and Adkins' Clinton, Missouri office.

Christian County purchased the Unisyn OpenElect Voting Optical (OVO) optical scanner and the OpenElect Voting Interface (OVI) ballot marking device from Adkins in December 2011. The 2002 Help Americans Vote Act (HAVA) requires that each polling location have a minimum of one Americans with Disabilities Act (ADA) compliant device. Unisyn developed the OVI in 2008 to accommodate this need. The OVI allows an ADA voter to use a touchscreen, keypad, Sip-n-Puff and/or headphones to make selections on the ballot. When the voter is done making their selections, the OVI will print the ballot to be scanned through the OVO precinct scanner to tabulate the votes. The OVI allows ADA voters to vote unassisted as required by HAVA.

Christian County is considering updating to Unisyn's newest iteration of ballot marking device called the FreedomVote Tablet (FVT). Like the OVI, the FVT uses a touchscreen allowing voters to mark their

selections. The FVT offers ADA voters to use the tethered keypad, optional Sip-n-Puff device and/or headphones like the OVI. The FVT also has the added ADA feature of 'Screen Reader' Screen Reader is an ADA functionality used by Apple, Android, Windows, etc. which will allow the user to scroll the ballot via touches and swipes on a blank screen. This technology is used every day by the ADA community and requires no training or voter outreach.

The Unisyn FVT uses proprietary software developed by Unisyn to create and print ballots. This proprietary software is also used in the Unisyn OVO to tabulate the FVT ballots. Therefore, there is no other HAVA compliant ADA device on the market that can be used to print a ballot that can be scanned and tabulated by the Unisyn OVO currently used by Christian County.

In conclusion, there is no product, other than the Unisyn FVT, that can be used in conjunction with the Unisyn OVO currently used by Christian County. There is also not another vendor that can supply Christian County with the Unisyn FVT nor is there another vendor that can supply Christian County with the quality service they have grown accustomed to.

Please let me know if you have any questions or need any further information.

Sincerely,

Dustin Vanderburg Vice President Henry M. Adkins & Son, Inc.

NOTICE OF INTENT TO SOLE SOURCE

#2022-4

This notice is being published in accordance with Christian County Purchasing Policy requiring dissemination of information for proposed contract actions. This is a notice of intent to award a sole source contract and is not a request for competitive quotes/proposals. Christian County intends to issue a contract to Henry M. Adkins & Son, Inc., for the purchase of Unisyn Freedom Vote Tablet (FVT). This vendor is an exclusive authorized representative for Unisyn equipment in the State of Missouri. Christian County currently uses Unisyn OpenElect Voting Optical scanner and the OpenElect Voting interface. The new Unisyn equipment will allow Americans with Disabilities Act (ADA) voters to use the tethered keypad, optional Sip-N-Puff device and/or headphones. This technology is used every day by the ADA community and requires no training. For questions call purchasing agent, Kim Hopkins-Will at 417-582-4309 or email khopkins@christiancountymo.gov.

BY CHRISTIAN COUNTY AND ONE COPY OF THIS AGREEMENT WILL BE RETURNED TO YOU.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

	COUNTY OF CHRISTIAN
By:	Kelly Hell Elected Official/Department Head
By:	Purchasing Agent
By:	Absent Ralph Phillips, Presiding Commissioner
By:	Jynn Morris, Eastern Commissioner
By:	Hosea Bilyeu, Western Commissioner

ATTEST BY: _ Kay Brown, Christian County Clerk

Approved as to form:

By:_

John W. Housley, Christian County Counselor

CONTRACTOR

Company Name:______
By:_____
Title:_____
By:_____
Title:_____

AUDITOR CERTIFICATION

I certify that the expenditure contemplated by this document is within the purpose of the document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

Amy Dent, Christian County Auditor

3



American Business Systems Company Inc.

416 S. Jefferson Ave., Springfield, MO 65806 Ph: (417) 866-5083

Complete Copy Care Agreement (CCC)

Full Legal Name			Phone Number			Fax Number		
Ch	ristian County Record	der		(417) 582-4360				
Billing Address			City	State	Zip	e-mail		
100	W. Church Street, F	Room 104	Ozark MO 65721			khallrecorder@christia		
Billing Address 100 W. Church Street, Room 104 Installed Location			City State		Zip	ncountymo.gov		
100	W. Church Street, F	Room 104	Ozark	Ozark MO 6				
Make	Model	Serial Number	ABS N	ımber	Starting Meters			
Lanier	MP 2501SP	E335MC10132	23739 Black 19,754		Color 1			
				Black		Color		
	Ch Billing Address 10(Installed Location 10(Make	Christian County Record Billing Address 100 W. Church Street, F Installed Location 100 W. Church Street, F Make Model	Christian County Recorder Billing Address 100 W. Church Street, Room 104 Installed Location 100 W. Church Street, Room 104 Make Model Serial Number	Christian County Recorder City Billing Address City 100 W. Church Street, Room 104 Ozark Installed Location City City 100 W. Church Street, Room 104 Ozark Make Model Serial Number ABS Number	(417) 582-4360 City State Dilling Address City State 100 W. Church Street, Room 104 Ozark MO Installed Location City State 100 W. Church Street, Room 104 Ozark MO 100 W. Church Street, Room 104 Ozark MO Make Model Serial Number ABS Number Lanier MP 2501SP E335MC10132 23739 Black	(417) 582-4360 Billing Address (417) 582-4360 Difference of the set o		

American Business Systems agrees to: 1.) Provide service between 8:00 am - 5:00 pm Monday-Friday excluding holidays stated by American Business Systems. 2.) Provide all labor charges, parts and service mileage under normal use. 3.) Provide all replacement parts, black developer, black /color toner, photo drums and preventative maintenance. 4.) Train Customer personnel in the use of the equipment at the time of installation and additional quarterly training as mutually agreed upon.

The customer agrees to: 1.) Provide a suitable location for the equipment based on requirements stated by the manufacturer. 2.) Make no alternation to the equipment and will not remove, cover, or deface nameplate. 3.) Notify AMERICAN BUSINESS SYSTEMS CO, INC. prior to any movement of the equipment. 4.) Report monthly usage when requested by American Business Systems. 5.) Order supplies, add toner, remove simple misfeeds, remove and change used toner receptacle when needed as stated in equipment owner's manual. 6.) Place service calls to American Business Systems 8:00 am to 5:00 pm, Monday through Friday.

Contract Exclusions: 1.) Any service calls due to use of supplies not purchased from American Business Systems. 2.) Any service calls due to the improper installation of customer replaceable supplies. 3.) Any service calls due to foreign objects in the copier. 4.) Any exterior hardware including but not limited to: doors, cover, hinges, operation panels, stand, wheels, castors, work tables, exit trays, platen lids, ADF cover, paper cassettes, manuals, drivers, etc. which may become broken, lost, or damaged. 5.) PAPER or STAPLES. 6.) Any major in-shop rebuilding for machines that have exceeded their serviceable lives. 7.) Any board replacement or board repairs unless an American Business Systems approved surge protection device is installed in-line with the above listed equipment. 8.) Replacement or repair of any printing or networking devices including but not limited to: print controllers, print memory, storage devices, drives, harnesses, wiring, hard drives, mice, monitors, keyboards, or network cards. 9.) Any service call related to media outside the machine specifications or any media related issues. 10.) Any and all information stored in any hardware memory, hard drives, or elsewhere in this machine which is lost due to software, firmware, or hardware upgrades, electrical anomalies, or machine malfunctions. 11.) Service calls due to failure or changes made to customer's network. Initia:

TERMS AND CONDITIONS OF CCC AGREEMENT: 1.) THIS IS AN UNCONDITIONAL, NON-TRANSFERRABLE, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED BELOW.

2.) This agreemment is based on an annual agreement. 3.) This agreement is for the period stated.

4.) This agreement shall become binding when it has been accepted by American Business Systems Co. Inc. 5.) American Business Systems may withhold service or terminate agreement for any account that is more than thirty (30) days past due from the invoice date. 6.) The customer understands that liability with respect to any property damage or injury (including death) to persons arising out of, or connected with; services performed under this agreement, is limited strictly to that imposed by law and that there is no contract imposing any greater degree of liability on American Business Systems Co. Inc. 7.) The transfer of equipment covered by this agreement to a location outside normal servicing area will exclude it from the terms of responsibility towards American Business Systems Co. Inc. 8.) To the extent allowed by law, customer shall indemnify and save American Business Systems Co. Inc. 8.) To the extent allowed by law, customer shall indemnify and save American Business Systems Co. Inc. 8.) To the extent allowed by law, customer shall indemnify and save American Business Systems Co. Inc. 8.) To the extent allowed by law, customer shall indemnify and save American Business Systems Co. Inc. 8.) To the extent allowed by law, customer shall indemnify and save American Business Systems Co. Inc. 8.) To the extent allowed by law, customer shall indemnify and save American Business Systems Co. Inc. 8.) To the extent allowed by law, customer shall indemnify and save American Business Systems Co. Inc. 8.) To the extent allowed by law, customer shall indemnify and save American Business from one based on condition after it has been delivered to the customer by American Business Systems Co. Inc. 9.) Damage caused from other than normal wear will be charged normal labor rates and parts cost to the customer. 10.) There will not be any refunds for terminated agreements. 11.) The agreement only covers the unit and approved accessories. 12.) Excludes aftermarket accessories upproved by the American Business Systems Co. Inc.

Term (Year)	Minimum Payment (without taxes)	Minimum Payment Due	Images Included
-1-	-1- \$250.00		3,000 <u>B/W</u>
A	dditional Images	Meter Reading/Billing	for Additional Images
Black \$0.01500	Color	Monthly _X_Quarterly	Other

Remarks: *Automatic renewal paragraph has been removed. Need to send new contract for approval yearly.

American Business Systems:	Customer:	Christian County Recorder
Signature:	Signature:	
Date:	Date:	
Title:	Title:	



American Business Systems Company Inc.

416 S. Jefferson Ave., Springfield, MO 65806 Ph: (417) 866-5083

Remote Network Support Agreement

	Full Legal Name	Phone	Phone Number				
er	Christian County Recorder	(417) 5	582-4360				
stom	Billing Address	City	State	Zip	e-mail		
uste	100 W. Church Street, Room 104	Ozark	MO	65721	khallrecorder@christia		
ū	Agreement Location	City	State	Zip	ncountymo.gov		
102 W. Brick		Ozark	MO	65721			

Term (Year)	Minimum Payment (without taxes)
-1-	\$175.00

<u>American Business Systems agrees to:</u> 1.) Provide remote support between 8:00 am - 5:00 pm Monday-Friday excluding holidays stated by American Business Systems. 2.) Provide remote support to fix copy, print, scan, and fax issues related to currently installed American Business Systems equipment. 3.) Typical services include:

- Install or reinstall print drivers on servers and work stations.
- Add scan to folder destinations.
- Repair scan to folder if no longer working.
- Add scan to email destinations.
- Troubleshoot printing problems due to incorrect print driver settings
- Troubleshooting and repair through a shared remote desktop session (if required).

Contract Exclusions: 1.) Replacement or repair of any printing or networking devices including but not limited to: print controllers, servers, switches, modems, print memory, storage devices, drives, harnesses, wiring, hard drives, mice, monitors, keyboards, or network cards. 2.) Any and all information stored in any hardware memory, hard drives, or elsewhere which is lost due to software, firmware, or hardware upgrades, electrical anomalies, or hardware malfunctions. 3.) Settings or functions not support by equipment manufacturer.

TERMS AND CONDITIONS OF MAINTENANCE AGREEMENT: 1.) THIS IS AN UNCONDITIONAL, NON-TRANSFERRABLE, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM OF ONE YEAR.

2.) The agreement is based on an annual agreement. 3.) This agreement is for the period stated. 4.) This agreement shall become binding when it has been accepted by American Business Systems Co. Inc. 5.) American Business Systems may withhold service or terminate agreement for any account that is more than thirty (30) days past due from the invoice date. 6.) The customer understands that liability with respect to any property damage or injury (including death) to persons arising out of, or connected with; services performed under this agreement, is limited strictly to that imposed by law and that there is no contract imposing any greater degree of liability on American Business Systems Co. Inc. 7.) This agreement only covers issues related to American Business Systems equipment located at the Agreement Location stated above. 8.) To the extent allowed by law, customer shall indemnify and save American Business Systems Co. Inc. harmless from any and all liability, loss, damages expense, causes of action, suits and claims for judgements arising from injury to persons or property resulting from or based on condition after it has been delivered to the customer by American Business Systems Co. Inc. 9.) There will not be any refunds for terminated agreements. 10.) Additional charges may apply if an onsite visit is required from a technician.

Remarks: *Automatic renewal paragraph has been removed. Need to send new contract for approval yearly.

Accept

Decline

	Signature	Date	Title
Customer	Printed Name		

American Business	Signature	Date	Title
Systems			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

-	<u> </u>								01	/19/2022
C B	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
lf	PORTANT: If the certificate holder is a SUBROGATION IS WAIVED, subject to	the	terms	and conditions of the po	licy, ce	rtain policies				
_	is certificate does not confer rights to	the d	ertifi	cate holder in lieu of such						
	DUCER				CONTA NAME:	CT Stacy Jen	and the second second	TPAN		
0.000	ker Phillips Jackson, Inc				PHONE (A/C, No	o, Ext); (417) 88		FAX (A/C, No):	(417)	887-3252
PO	Box 4207				E-MAIL ADDRE	ss: sjensen@	bpj.com			
						INS	SURER(S) AFFOR	IDING COVERAGE		NAIC #
Spri	ngfield	-		MO 65808-4207	INSURE	RA: Secura li	surance Com	pany		22543
INSU	RED				INSURE	RB:				
	American Business Systems Co	E.			INSURE	RC:				
	416 S Jefferson				INSURE	RD:				
					INSURE	RE:				
	Springfield			MO 65806-2316	INSURE	RF:				
CO	ERAGES CER	TIFIC	ATE	NUMBER: CL221194009				REVISION NUMBER:		
	IIS IS TO CERTIFY THAT THE POLICIES OF I DICATED. NOTWITHSTANDING ANY REQUI RTIFICATE MAY BE ISSUED OR MAY PERTA (CLUSIONS AND CONDITIONS OF SUCH PO	REME	NT, TE	ERM OR CONDITION OF ANY (SURANCE AFFORDED BY THE	CONTR/	ACT OR OTHER	DOCUMENT	MTH RESPECT TO WHICH T	HIS	
INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
LIK		UNSD	WVD					EACH OCCURRENCE	s 1,00	0,000
								DAMAGE TO RENTED	. 300	
	CLAIMS-MADE CCCUR							PREMISES (Ea occurrence)	\$ 5,00	
A				3336045		01/15/2022	01/15/2023	MED EXP (Any one person)	4	00,000
1	J			0000040		o in tor Lotte	C IN TOLECEO	PERSONAL & ADV INJURY	4	0,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	2.00	0,000
								PRODUCTS - COMP/OP AGG	\$ 2,00	0,000
	OTHER:	_						COMBINED SINGLE LIMIT	100	00,000
	AUTOMOBILE LIABILITY							(Ea accident)		0,000
							0414510000	BODILY INJURY (Per person)	\$	
A	AUTOS ONLY AUTOS			3336046		01/15/2022	01/15/2023	BODILY INJURY (Per accident) PROPERTY DAMAGE	\$	
	AUTOS ONLY AUTOS ONLY	1						(Per accident)	\$	
							All and a second second		\$	
	VMBRELLA LIAB X OCCUR							EACH OCCURRENCE	*	0,000
A	EXCESS LIAB CLAIMS-MADE			3336048		01/15/2022	01/15/2023	AGGREGATE	s 1,00	00,000
	DED RETENTION \$								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							X PER OTH- STATUTE ER		
A	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		3336047		01/15/2022	01/15/2023	E.L. EACH ACCIDENT	\$ 500,	000
1 ^	(Mandatory in NH)	MIA		0000047		01110/2022	01/10/2020	E.L. DISEASE - EA EMPLOYEE	\$ 500,	000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 500	,000
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (AC	ORD 1	01, Additional Remarks Schedule,	may be a	ttached if more sp	ace is required)			
			-							
CEF	RTIFICATE HOLDER				CANC	ELLATION		and a supervision of a supervision of the supervision of the		
					euo			SCRIBED POLICIES BE CAN	CELLE	BEFORE
								, NOTICE WILL BE DELIVER) DEI ORE
	Christian County, MO					ORDANCE WIT				
	100 W Church									
	#210				AUTHO	RIZED REPRESEN	TATIVE	CT 102		
	Ozark			MO 65721			2	ASint		
				110 00721				17 min		
		11110-01				(91988-2015	ACORD CORPORATION.	All rig	hts reserved.

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Kim Hopkins-Will

From:	Kim Hopkins-Will
Sent:	Friday, February 25, 2022 4:40 PM
То:	Mindi McCoy
Cc:	Ralph Phillips; Hosea Bilyeu; Lynn Morris; Kelly Hall
Subject:	Commission Agenda Item Addition - 3/1
Attachments:	American Business Systems Signature Page.docx; Annual Maintenance Agreement.pdf

Mindi, Please add the following to the Commission Meeting for Tuesday, 3/1/22:

Contract Award to American Business Systems - Kelly Hall/Kim Hopkins-Will

BACKGROUND FOR COMMISSIONERS:

Recorder of Deeds Kelly Hall has had a copier/printer in her department since 2016. The vendor has requested a new contract with new pricing since the old contract expired. This is to keep up the maintenance of the printer.

Kimberly Hopkins-Will

Purchasing Agent Christian County 202 W. Elm Street Ozark, Missouri 65721 Office: 417-582-4309 khopkins@christiancountymo.gov

Kim Hopkins-Will

From:	Kim Hopkins-Will
Sent:	Friday, February 25, 2022 4:42 PM
То:	John Housley
Subject:	Rush - Signature Page for Renewal of Copier Maintenance
Attachments:	Annual Maintenance Agreement.pdf; Certificate of Insurance.pdf; American Business
	Systems Signature Page.docx

John,

Please sign the signature page and return to me. I would like to go in front of the Commission on Tuesday.

Kelly Hall has had a copier since 2016. This is simply a new contract with ABS to continue the maintenance on that copier.

Thanks,

Kimberly Hopkins-Will

Purchasing Agent Christian County 202 W. Elm Street Ozark, Missouri 65721 Office: 417-582-4309 khopkins@christiancountymo.gov



Christian County Commission

100 W. Church Street Room 100 Ozark, Missouri 65721 (417)582-4300 Ralph Phillips Presiding Commissioner

Lynn Morris Eastern Commissioner

Hosea Bilyeu Western Commissioner

WHEREAS, the public procurement profession plays a significant role in the efficiency and effectiveness of both government and business; and

WHEREAS, *in addition to the purchase of goods and services, procurement professionals add value to the organization by performing such functions as executing, implementing and administering contracts, developing strategic procurement strategies and cultivating working relationships with suppliers and other departments within the organization; and*

WHEREAS, *public procurement professionals have tremendous influence on the economic conditions in the United States, with accumulative purchasing power running into the billions of dollars; and*

WHEREAS, the public procurement profession recognizes, supports, and practices accountability, ethics, impartiality, professionalism, service, and transparency, as fundamental tenants of the public procurement profession; and

WHEREAS, *further expanding awareness of the procurement professional's role to governmental officials, the general public, business and corporate leaders is important.*

NOW, THEREFORE, *I, Ralph Phillips, Presiding Commissioner of Christian County, Missouri do hereby proclaim the month of March as*

PROCUREMENT MONTH

and urge all citizens to join Christian County in recognizing the role of the purchasing and materials management profession within business, industry and government.

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the Seal of Christian County Commission, Missouri to be affixed this 1st day of March, 2022.*

Ralph Phillips, Presiding Commissioner

Website: Christiancountymo.gov Email: countycommission@christiancountymo.gov

CERTIFICATION OF

THE FEBRUARY 22, 2022 MAIL-IN ELECTION

TO DEVELOP ADDITIONAL TRANSPORTATION PROJECTS

Official Results of the February 22, 2022, Mail-In Election to approve development of additional transportation projects.

Number of Ballots Cast	6
Number of Ballots Voting "Yes"	6
Number of Ballots Voting "No"	0

We, the four (4) election judges appointed by the Circuit Clerk of Christian County, Missouri pursuant to 238.216, RSMO., do hereby certify that we authenticated the ballots cast in the mail-in election held in Christian County, Missouri on February 22, 2022, for all the voted ballots cast on the proposition to approve the development of additional projects through the Ozark Centre Transportation Development District. We certify the foregoing to be a true and correct abstract of the votes cast and duly canvassed on the proposition at said election

IN TESTMONY WHEREOF, I have hereunto set my hand and seal

this the 23rd day of February 2022.

Paula Brumfield Republican Judge

Destany Mills Democratic Judge

Eryn Burton Republican Judge

Ashton Davis Democratic Judge

IN TESTMONY WHEREOF, I have hereunto set my hand and seal

this the 23rd day of February 2022.

Kay Brown, Christian County Clerk/Election Authority





Christian County, MO

Treasurers Report

Summary

Date Range: 04/01/2021 - 03/31/2022

Fund	Beginning Cash Balance	Revenues	Expenses	Net Change Assets	Net Change Liabilities	Calculated Ending Balance	Actual Ending Balance	Calculated - Actual Ending
101 - Christian County General Fund	6,775,685.60	10,042,529.52	7,683,802.81	0.00	68,000.97	9,066,411.34	8,904,695.06	161,716.28
201 - Co. Law Enforcement	3,935,854.96	6,350,760.10	4,401,788.30	0.00	433.51	5,884,393.25	5,737,388.95	147,004.30
205 - Federal Forfeiture I	117,776.90	3,111.99	18,892.17	0.00	0.00	101,996.72	101,996.72	0.00
208 - Law Enforcement Training	4,295.98	19,488.31	10,895.53	0.00	0.00	12,888.76	10,556.37	2,332.39
210 - Civil Process	49,548.72	41,017.01	13,590.26	0.00	0.00	76,975.47	76,975.47	0.00
212 - Inmate Prisoner Detainee Security	28,021.09	11,792.80	7,494.81	0.00	0.00	32,319.08	32,319.08	0.00
215 - Sheriff's Conceal Carry	269,272.02	83,225.45	43,373.92	0.00	0.00	309,123.55	309,123.55	0.00
219 - Family Violence	0.00	2,890.00	2,890.00	0.00	0.00	0.00	0.00	0.00
220 - LEPC	19,883.11	37.66	205.93	0.00	0.00	19,714.84	19,714.84	0.00
221 - Road Sales Tax	2,055,941.04	5,048,674.82	4,254,182.64	0.00	0.00	2,850,433.22	2,850,433.22	0.00
222 - CART	754.61	1,577,315.37	1,537,064.65	0.00	0.00	41,005.33	41,005.33	0.00
231 - Common I	2,443,821.88	2,469,067.52	2,408,689.49	0.00	5,349.34	2,498,850.57	2,466,915.82	31,934.75
232 - Common II	1,485,211.02	2,249,381.22	2,028,434.78	0.00	841.20	1,705,316.26	1,677,958.85	27,357.41
233 - Bridge	1,101,673.00	216,485.91	92,471.21	0.00	0.00	1,225,687.70	1,225,687.70	0.00
235 - Capital Requests	212,269.43	500,542.30	0.00	0.00	0.00	712,811.73	712,811.73	0.00
241 - Assessment	2,156,974.69	1,060,113.83	950,775.26	0.00	79.54	2,266,233.72	2,123,857.70	142,376.02
250 - LEST	176,044.06	2,837,669.35	2,844,819.43	0.00	0.00	168,893.98	168,893.98	0.00
255 - LERF	75,268.33	45,913.03	42,075.00	0.00	0.00	79,106.36	79,106.36	0.00
256 - Juvenile Justice Preservation Fund	0.00	53,206.03	0.00	0.00	0.00	53,206.03	0.00	53,206.03
260 - P.A. Training	8,411.15	6,105.79	3,444.28	0.00	0.00	11,072.66	11,072.66	0.00
265 - Delinquent Taxes	14,295.22	5 <i>,</i> 383.96	3,232.77	0.00	0.00	16,446.41	9,131.26	7,315.15
268 - Adm. Handling Cost	36,115.46	241,865.60	250,179.09	0.00	55.00	27,746.97	27,746.97	0.00
269 - Law Library	4,486.39	12,116.26	10,374.59	0.00	0.00	6,228.06	6,228.06	0.00
271 - Record Retention	120,608.76	64,468.69	29,205.72	0.00	0.00	155,871.73	155,871.73	0.00
272 - Record Technology	400,479.38	139,923.44	40,240.84	0.00	0.00	500,161.98	500,161.98	0.00
275 - Tax Maintenance	181,948.19	87,621.33	30,131.63	0.00	0.00	239,437.89	142,371.21	97,066.68
280 - Building Inspection	647,393.75	333,291.62	284,858.75	0.00	0.00	695,826.62	695,826.62	0.00
285 - County Elections	52,180.60	33,974.70	80,757.78	0.00	0.00	5,397.52	5,397.52	0.00
288 - Elections 5%	39,874.10	16,597.51	1,736.08	0.00	0.00	54,735.53	54,735.53	0.00
289 - HAVA	20,620.46	24,503.01	17,495.97	0.00	0.00	27,627.50	27,627.50	0.00
320 - CDBG Grant	0.00	80,263.00	80,263.00	0.00	0.00	0.00	0.00	0.00
420 - Stone Hollow NID	60,029.88	24,556.19	24,461.96	0.00	0.00	60,124.11	60,124.11	0.00
425 - Building Bond Retirement	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
430 - River Downs West NID	34,278.08	43,744.91	0.00	0.00	0.00	78,022.99	78,022.99	0.00
450 - Project Fund - Judicial Expansion	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
455 - 2017 Bond Debt Svc Fund - Judicial Expansion	0.00	123,600.00	123,600.00	0.00	0.00	0.00	0.00	0.00
550 - 2020 CARES Act Funding	0.00	3,196.99	3,057,915.58	0.00	0.00	-3,054,718.59	0.00	-3,054,718.59

Treasurers Report

Date Range: 04/01/2021 - 03/31/2022

Fund	Beginning Cash Balance	Revenues	Expenses	Net Change Assets	Net Change Liabilities	Calculated Ending Balance	Actual Ending Balance	Calculated - Actual Ending
555 - ELECTIONS-2020 CARES ACT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
560 - ARPA Funds	0.00	8,618,293.03	126,284.25	0.00	0.00	8,492,008.78	0.00	8,492,008.78
701 - Ozark Fire - FPD # 1	0.00	4,611,037.62	4,611,037.62	0.00	0.00	0.00	0.00	0.00
702 - Nixa Fire - FPD # 2	0.00	3,991,404.82	3,991,404.82	0.00	0.00	0.00	0.00	0.00
703 - Brookline Fire - FPD # 3	0.00	66,117.04	66,117.04	0.00	0.00	0.00	0.00	0.00
704 - Rogersville Fire - FPD # 4	0.00	154,918.97	154,918.97	0.00	0.00	0.00	0.00	0.00
705 - Clever Fire - FPD # 5	0.00	296,824.69	296,824.69	0.00	0.00	0.00	0.00	0.00
706 - Billings Fire - FPD # 6	0.00	195,680.03	195,680.03	0.00	0.00	0.00	0.00	0.00
707 - Highlandville Fire - FPD # 7	0.00	323,606.93	323,606.93	0.00	0.00	0.00	0.00	0.00
708 - Sparta Fire - FPD # 8	0.00	277,314.83	277,314.83	0.00	0.00	0.00	0.00	0.00
709 - Chadwick Fire - FPD # 9	0.00	66,470.22	66,470.22	0.00	0.00	0.00	0.00	0.00
711 - Chadwick R - 1 School	0.00	81,059.68	81,059.68	0.00	-81,059.68	81,059.68	0.00	81,059.68
712 - Nixa R - 2 School	0.00	121,244.61	121,244.61	0.00	-121,244.61	121,244.61	0.00	121,244.61
713 - Sparta R - 3 School	0.00	14,993.57	14,993.57	0.00	-14,993.57	14,993.57	0.00	14,993.57
714 - Billings R - 4 School	0.00	6,412.90	6,412.90	0.00	-6,412.90	6,412.90	0.00	6,412.90
715 - Clever R - 5 School	0.00	20,501.42	20,501.42	0.00	-20,501.42	20,501.42	0.00	20,501.42
716 - Ozark R - 6 School	0.00	102,206.44	102,206.44	0.00	-102,206.44	102,206.44	0.00	102,206.44
717 - Spokane R - 7 School	0.00	14,539.08	14,539.08	0.00	-14,539.08	14,539.08	0.00	14,539.08
718 - Bradleyville R - 8 School	0.00	3,944.48	3,944.48	0.00	-3,944.48	3,944.48	0.00	3,944.48
719 - Marionville R - 9 School	0.00	61.58	61.58	0.00	-61.58	61.58	0.00	61.58
720 - Republic R - 10 School	0.00	889.89	889.89	0.00	-889.89	889.89	0.00	889.89
721 - Ava R - 17 (R-1) School	0.00	1,073.95	1,073.95	0.00	-1,073.95	1,073.95	0.00	1,073.95
722 - Logan Rogersville (LR R-71)	0.00	5,917.02	5,917.02	0.00	-5,917.02	5,917.02	0.00	5,917.02
723 - Fordland R - 78 School	0.00	135.00	135.00	0.00	-135.00	135.00	0.00	135.00
740 - Billings Special Road	0.00	359,206.15	359,206.15	0.00	0.00	0.00	0.00	0.00
742 - Garrison Special Road	0.00	11,107.30	11,107.30	0.00	0.00	0.00	0.00	0.00
744 - Ozark Special Road	0.00	712,978.10	712,978.10	0.00	0.00	0.00	0.00	0.00
745 - Selmore Special Road	0.00	39,341.41	39,341.41	0.00	0.00	0.00	0.00	0.00
746 - South Sparta Special Road	0.00	20,881.70	20,881.70	0.00	0.00	0.00	0.00	0.00
747 - Stoneshire Special Road	0.00	5,968.49	5,968.49	0.00	0.00	0.00	0.00	0.00
760 - R.O.W. & WATERSHED	22,251.00	0.00	0.00	0.00	0.00	22,251.00	22,251.00	0.00
761 - Ambulance	0.00	1,704,037.10	1,704,037.10	0.00	0.00	0.00	0.00	0.00
762 - C.E.R.F.	14.38	949,916.86	949,931.24	0.00	0.00	0.00	0.00	0.00
763 - Health Department	0.00	299.48	299.48	0.00	0.00	0.00	0.00	0.00
764 - Junior College	0.00	2,461,580.65	2,461,580.65	0.00	0.00	0.00	0.00	0.00
765 - Library	0.00	2,855,727.61	2,855,727.61	0.00	0.00	0.00	0.00	0.00
766 - Senate Bill 40	0.00	1,139,752.23	1,139,752.23	0.00	0.00	0.00	0.00	0.00
767 - Senior Citizens Service	0.00	713,700.48	713,700.48	0.00	0.00	0.00	0.00	0.00
770 - Capital Schools	-762,374.73	220,230.73	251,297.85	0.00	0.00	-793,441.85	-1,135,343.15	341,901.30
771 - Tax Sales Surplus	84,845.82	0.00	54,171.60	0.00	0.00	30,674.22	30,674.22	0.00
772 - School Building Revolving	0.00	22,797.00	22,797.00	0.00	0.00	0.00	0.00	0.00
773 - Unclaimed Funds	10,354.57	0.00	0.00	0.00	0.00	10,354.57	10,354.57	0.00
780 - Drug Court	85,961.73	8,514.51	6,612.81	0.00	0.00	87,863.43	87,863.43	0.00

Treasurers Report

Date Range: 04/01/2021 - 03/31/2022

Fund		Beginning Cash Balance	Revenues	Expenses	Net Change Assets	Net Change Liabilities	Calculated Ending Balance	Actual Ending Balance	Calculated - Actual Ending
781 - DWI Court		97,968.28	15,198.53	9,482.91	0.00	0.00	103,683.90	103,683.90	0.00
782 - Veteran's Court		0.00	1,691.38	549.94	0.00	0.00	1,141.44	0.00	1,141.44
783 - Circuit Clerk *4108		0.00	2,398,338.68	2,525,293.70	0.00	0.00	-126,955.02	0.00	-126,955.02
784 - Circuit Clerk Account		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
785 - Recorder's Fund		95,443.64	934,323.83	935,016.04	0.00	0.00	94,751.43	94,751.43	0.00
786 - Collector's Fund Collections *2564		901,733.69	17,022.79	838,500.13	0.00	0.00	80,256.35	80,256.35	0.00
787 - Collector's Surtax		1,063.14	139,754.29	0.00	0.00	0.00	140,817.43	140,817.43	0.00
788 - Protested Tax		1,764.98	4.56	0.00	0.00	0.00	1,769.54	1,769.54	0.00
789 - Collector EFT Fund		0.00	93,392,278.64	91,088,462.13	0.00	0.00	2,303,816.51	0.00	2,303,816.51
790 - Sheriffs Fund *2001		28,420.59	279,528.82	297,251.94	0.00	0.00	10,697.47	10,697.47	0.00
791 - Commissary Fund *9461		133,630.88	261,511.72	205,167.61	0.00	0.00	189,974.99	189,974.99	0.00
792 - Detention Center *7689		87,242.19	7,478.50	31,371.98	0.00	0.00	63,348.71	63,348.71	0.00
793 - Evidence *7881		59,335.83	22,918.79	692.00	0.00	0.00	81,562.62	81,562.62	0.00
794 - Sheriff Escrow *7201		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
795 - Collector's Misc *3211		0.00	22,873,132.43	22,874,138.09	0.00	0.00	-1,005.66	0.00	-1,005.66
796 - Municipal Courts *2300		0.00	28,695.34	3,341.68	0.00	0.00	25,353.66	0.00	25,353.66
799 - Planning & Development Fees		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
998 - Pool Cash Fund - Schools		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
999 - Pooled Cash Fund		22,387,233.61	0.00	0.00	-9,705.53	-5,851,002.26	28,247,941.40	28,247,941.40	0.00
	Report Total:	45,763,907.46	184,427,001.12	170,980,642.60	-9,705.53	-6,149,222.32	65,369,193.83	56,344,362.78	9,024,831.05



RIGHT OF WAY DEED

THIS DEED is made and entered into this ______ day of ______, 2021, by and between MONTY L. WILLOUGHBY and NANCY J. WILLOUGHBY, CO-TRUSTEES OF THE MONTY L. WILLOUGHBY and NANCY J. WILLOUGHBY REVOCABLE LIVING TRUST, DATED NOVEMBER 24, 2020 of Christian County, Missouri, hereinafter referred to as "Grantor", and CHRISTIAN COUNTY, MISSOURI, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee", located at 100 W. Church St., Rm 100, Ozark, MO 65721.

WITNESSETH, that the Grantor, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to it paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said Grantee, its successors and assigns, a Right of Way easement for construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway thoroughfare or related purposes, including without limitation, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described tracts or parcels of real estate in the County of Christian, State of Missouri, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges and appurtenances and immunities thereunto belong or in any way appertaining, unto the said Grantee, and unto to its successors and assigns forever; the **Grantor** further covenanting on its part and on behalf of its heirs and assigns that it is lawfully seized of title to the real estate through which said easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein; that the premises are fee 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 thereafter, special taxes and assessments becoming a lien after the date hereof, all covenants, restrictions, easements, reservations, and other matters of record and a billboard advertising sign lease applicable to the property.

Willoughby Road

Common Two

1/5

GRANTOR, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns for the Grantor.

IN WITNESS WHEREOF, the undersigned Grantor has signed this deed the day and year first above written.

MONTY L. WILLOUGHBY and NANCY J. WILLOUGHBY, CO-TRUSTEES OF THE MONTY L. WILLOUGHBY and NANCY J. WILLOUGHBY REVOCABLE LIVING TRUST DATED NOVEMBER 24, 2020 MARK L. WILLOUGHBY, CO-TRUSTEE Mont NANCY JWILLOUGHB USTEE

STATE OF MISSOURI)) SS COUNTY OF CHRISTIAN)

On this 13 day of 102, 203, before me personally appeared MONTY L. WILLOUGHBY and NANCY J. WILLOUGHBY, CO-TRUSTEES OF THE MONTY L. WILLOUGHBY and NANCY J. WILLOUGHBY REVOCABLE LIVING TRUST, DATED NOVEMBER 24, 2020 to me personally known, who, being by me duly sworn, did state that he/she executed the foregoing instrument as his/her own free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal the date and year first above written.

BRENNA HOWARD Notary Public - Notary Seal State of Missouri Commissioned for Douglas County My Commission Expires: June 19, 2023 Commission Number: 19322834

otary Public srenna

(Printed Name)

My Commission Expires: U-19-2023
The Christian County Commission hereby accepts the interest in real property conveyed by the Right-of-Way Warranty Deed from Grantor to Christian County, Missouri, as Grantee, for the property legally described above and hereby consents to the recordation of this Right-of-Way Warranty Deed.

Passed, Approved, and Adopted this l^{sh} day of March, 2022. -bs-ent

Ralph Phillips, Presiding Commissioner

Lynn Morris, Eastern Commissioner

Hosea Bilyeu, Western Commissioner

ATTEST: County Clerk AMMILIAN AND SEA

EXHIBIT "A"

REGARDING WILLOUGHBY ROAD

A right-of-way described as beginning at the Northeast corner of the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 25, Township 27N, Range 23W, Christian County, Missouri; thence S00°01'00"E 27 feet; thence S88°16'59"W 564.89 feet; thence N00°01'00"W 30 feet to the North line of said Northwest Quarter of the Northwest Quarter; thence along said North line N88°35'14"E 564.81 feet to the point of beginning.





Christian County, Missouri



RIGHT OF WAY DEED

THIS DEED is made and entered into this <u>H</u> day of <u>DCtober</u> 2021, by and between CHARLENE K. CONLAN and DANIEL G. CONLAN, husband & wife of Christian County, Missouri, hereinafter referred to as "Grantor", and CHRISTIAN COUNTY, MISSOURI, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee", located at 100 W. Church St., Rm 100, Ozark, MO 65721.

WITNESSETH, that the Grantor, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to it paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said Grantee, its successors and assigns, a Right of Way easement for construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway thoroughfare or related purposes, including without limitation, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described tracts or parcels of real estate in the County of Christian, State of Missouri, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges and appurtenances and immunities thereunto belong or in any way appertaining, unto the said Grantee, and unto to its successors and assigns forever; the **Grantor** further covenanting on its part and on behalf of its heirs and assigns that it is lawfully seized of title to the real estate through which said easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein; that the premises are fee 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 thereafter, special taxes and assessments becoming a lien after the date hereof, all covenants, restrictions, easements, reservations, and other matters of record and a billboard advertising sign lease applicable to the property.

GRANTOR, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

Spring Hill Road

THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns for the Grantor.

IN WITNESS WHEREOF, the undersigned Grantor has signed this deed the day and year first above written.

DANIEL G. CONLAN

STATE OF MISSOURI)) SS COUNTY OF CHRISTIAN) On this <u>H</u> day of <u>OCTODEX</u>, 2021, before me personally appeared **CHARLENE K. CONLAN and DANIEL G. CONLAN, husband & wife,** personally known, who, being by me duly sworn, did state that he/she executed the foregoing instrument as his/her own free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal the date and year first above written.

BRENNA HOWARD Notary Public - Notary Seal State of Missouri Commissioned for Douglas County My Commission Expires: June 19, 2023 Commission Number: 19322834

My Commission Expires: $\left[0, 1, G, -2\right]$

ublic enno (Printed Name)

2

The Christian County Commission hereby accepts the interest in real property conveyed by the Right-of-Way Warranty Deed from Grantor to Christian County, Missouri, as Grantee, for the property legally described above and hereby consents to the recordation of this Right-of-Way Warranty Deed.

Passed, Approved, and Adopted this $\frac{1^{5+}}{2}$ day of $\underline{M_{acch}}$, 2022.

Absent Ralph Phillips, Presiding Commissioner

in

Lypa Morris, Hastern Commissioner

Hosea Bilyeu, Western Commissioner

ATTEST: Brown County ANNIN THE PARTY OF THE PARTY OF

EXHIBIT A

RIGHT-OF-WAY TRACT DESCRIPTION:

A PART OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION FIVE (5), TOWNSHIP TWENTY-SEVEN NORTH (T27N), RANGE NINETEEN WEST (R19W) OF THE 5th. P.M. IN CHRISTIAN COUNTY, MISSOURI DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN SET AT THE NORTHEAST CORNER OF THE NORTH ONE-HALF (N1/2) OF THE SOUTH ONE-HALF (S1/2) OF THE SW1/4, SAID SEC. 5, THENCE N 88'40'39" W ALONG THE NORTH LINE OF THE N1/2 OF THE S1/2 OF THE SW1/4, SAID SEC. 5, 20.76 FEET TO AN IRON PIN; THENCE S 01°45'35" W, 666.09 FEET TO AN IRON PIN SET ON THE SOUTH LINE OF THE N1/2 OF THE S1/2 OF THE SW1/4, SAID SEC. 5; THENCE S 88'36'07" E ALONG SAID SOUTH LINE, 25.00 FEET TO AN IRON PIN SET AT THE SOUTHEAST CORNER OF THE N1/2 OF THE S1/2 OF THE SW1/4, SAID SEC. 5; THENCE N 01°23'41" E, 666.10 FEET TO THE POINT OF BEGINNING.

SAID RIGHT-OF-WAY TRACT CONTAINS 0.35 ACRES AND IS SUBJECT TO EASEMENTS, RESTRICTIONS AND COVENANTS OF RECORD. SAID RIGHT-OF-WAY TRACT IS SHOWN ON SURVEY JOB No. 21-0934-1 BY BRADLEY N. MACKEY, PLS-2002014103, AND SAID SURVEY IS INCORPORATED FULLY HEREIN BY REFERENCE.



Christian County, Missouri



RIGHT OF WAY DEED

THIS DEED is made and entered into this ______day of ______2021, by and between KERRY L. STEVENS and PATRICIA A. STEVENS, husband & wife of Christian County, Missouri, hereinafter referred to as "Grantor", and CHRISTIAN COUNTY, MISSOURI, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee", located at 100 W. Church St., Rm 100, Ozark, MO 65721.

WITNESSETH, that the Grantor, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to it paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said Grantee, its successors and assigns, a Right of Way easement for construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway thoroughfare or related purposes, including without limitation, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described tracts or parcels of real estate in the County of Christian, State of Missouri, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges and appurtenances and immunities thereunto belong or in any way appertaining, unto the said Grantee, and unto to its successors and assigns forever; the **Grantor** further covenanting on its part and on behalf of its heirs and assigns that it is lawfully seized of title to the real estate through which said easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein; that the premises are fee 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 thereafter, special taxes and assessments becoming a lien after the date hereof, all covenants, restrictions, easements, reservations, and other matters of record and a billboard advertising sign lease applicable to the property.

GRANTOR, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

Greene Road

Common One

13

THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns for the Grantor.

IN WITNESS WHEREOF, the undersigned Grantor has signed this deed the day and year first above written.

Patricia a Stevens

PATRICIA A. STEVENS

STATE OF MISSOURI

COUNTY OF CHRISTIAN

On this <u>J2</u> day of <u>Uctober</u>, 2021, before me personally appeared **KERRY L. STEVENS and PATRICIA A. STEVENS, husband & wife,** personally known, who, being by me duly sworn, did state that he/she executed the foregoing instrument as his/her own free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal the date and year first above written.

Notary Public er R. Lee (Printed Na

My Commission Expires:

SAYER R. LEE Notary Public - Notary Seal State of Missouri Commissioned for Christian County My Commission Expires: April 10, 2022 Commission Number: 15403243

)SS

The Christian County Commission hereby accepts the interest in real property conveyed by the Right-of-Way Warranty Deed from Grantor to Christian County, Missouri, as Grantee, for the property legally described above and hereby consents to the recordation of this Right-of-Way Warranty Deed.

Passed, Approved, and Adopted this 1^{5^+} day of March , 2021.

Absent Ralph Phillips, Presiding Commissioner

PIL

Lynn Morris, Eastern Commissioner

Hosea Bilyeu, Western Commissioner

ATTEST: Bion County Clerk

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Exhibit "A"

DESCRIPTION: NEW R/W

A STRIP OF LAND BEING A PART OF THE EAST HALF (E½) OF THE NORTHEAST QUARTER (NE¼) OF THE NORTHWEST QUARTER (NW¼) OF SECTION 26, TOWNSHIP 27 NORTH, RANGE 20 WEST OF THE 5TH P.M. IN GREENE COUNTY, MISSOURI, THE BOUNDARY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT AN EXISTING DNR MONUMENT AT THE NORTHEAST CORNER OF SAID E½ OF THE NE¼ OF THE NW¼ OF SECTION 26, THENCE S01*45'12"W, ALONG THE EAST LINE OF SAID E½ OF THE NW¼ OF SECTION 26, THENCE S01*45'12"W, ALONG THE EAST LINE OF SAID E½ OF THE NE¼ OF THE NW¼, 25.00 FEET; THENCE N88'09'24"W, 667.48 FEET TO A POINT ON THE WEST LINE OF SAID E½ OF THE NE¼ OF THE NW¼; THENCE NO1*40'28"E, ALONG SAID WEST LINE, 25.00 FEET TO A COTTON SPINDLE AT THE NORTHWEST CORNER OF SAID E½ OF THE NE¼ OF THE NW¼; THENCE S88'09'24"E, ALONG THE NORTH LINE OF SAID E½ OF THE NE¼ OF THE NW¼; 667.51 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD. BEARINGS ARE BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.



Christian County, Missouri

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RIGHT OF WAY DEED

THIS DEED is made and entered into this ______day of ______ 2021, by and between SHELBY J. HICKS and JANICE L. WHITE, of Christian County, Missouri, hereinafter referred to as "Grantor", and CHRISTIAN COUNTY, MISSOURI, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee", located at 100 W. Church St., Rm 100, Ozark, MO 65721.

WITNESSETH, that the Grantor, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to it paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said Grantee, its successors and assigns, a Right of Way easement for construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway thoroughfare or related purposes, including without limitation, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described tracts or parcels of real estate in the County of Christian, State of Missouri, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges and appurtenances and immunities thereunto belong or in any way appertaining, unto the said Grantee, and unto to its successors and assigns forever; the **Grantor** further covenanting on its part and on behalf of its heirs and assigns that it is lawfully seized of title to the real estate through which said easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein; that the premises are fee 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 thereafter, special taxes and assessments becoming a lien after the date hereof, all covenants, restrictions, easements, reservations, and other matters of record and a billboard advertising sign lease applicable to the property.

GRANTOR, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

Union Chapel Road

Common Two

15

THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns for the Grantor.

IN WITNESS WHEREOF, the undersigned Grantor has signed this deed the day and year first above written.

Shelby J. Hicks SHELBY J. HICKS Janice L. WHITE

STATE OF MISSOURI

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COUNTY OF CHRISTIAN

day of November, 2021, before me personally appeared SHELBY On this J. HICKS and JANICE L. WHITE, personally known, who, being by me duly sworn, did state that he/she executed the foregoing instrument as his/her own free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal the date and year first above written.

BRENNA HOWARD Notary Public - Notary Seal State of Missouri Commissioned for Douglas County My Commission Expires: June 19, 2023 Commission Number: 19322834

)SS

My Commission Expires: U-19 - 23

ma/five y Public renna

(Printed Name)

The Christian County Commission hereby accepts the interest in real property conveyed by the Right-of-Way Warranty Deed from Grantor to Christian County, Missouri, as Grantee, for the property legally described above and hereby consents to the recordation of this Right-of-Way Warranty Deed.

Passed, Approved, and Adopted this 1 day of M_{acch} , 2022.

Absent Ralph Phillips, Presiding Commissioner

Lynn Morris, Eastern Commissioner

Hosea Bilyeu, Western Commissioner

ATTEST:

ay Brown County Cl



DEDICATED RIGHT-OF-WAY DESCRIPTION:

SOURCE OF DESCRIPTION: BOOK 298 AT PAGE 1741 AND BOOK 319 AT PAGE 6111 IN THE CHRISTIAN COUNTY RECORDER'S OFFICE.

THAT CERTAIN PARCEL OR TRACT OF LAND BEING A PART OF THE EAST ONE HALF (E1/2) OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 9, TOWNSHIP 27 NORTH, RANGE 22 WEST, IN CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIN AT THE NORTHEAST CORNER OF SAID E1/2 OF THE NE1/4 OF THE SE1/4; THENCE S00'58'04"W, ALONG THE EAST LINE OF SAID E1/2 OF THE NE1/4 OF THE SE1/4, A DISTANCE OF 28.27 FEET TO AN IRON PIN SET; THENCE N88'18'37"W, A DISTANCE OF 659.24 FEET TO AN IRON PIN 'TO AN IRON PIN SET ON THE WEST LINE OF SAID E1/2 OF THE NE1/4 OF THE SE1/4; THENCE NO0'59'41"E, ALONG THE SAID WEST LINE, A DISTANCE OF 26.04 FEET TO AN IRON PIN SET AT THE NORTHWEST CORNER OF SAID E1/2 OF THE NE1/4 OF THE SE1/4; THENCE S88'30'17"E, ALONG THE NORTH LINE OF SAID E1/2 OF THE NE1/4 OF THE SE1/4, A DISTANCE OF 659.20 FEET TO THE POINT OF BEGINNING: SAID TRACT CONTAINS 0.411 ACRES (MORE OR LESS) AND IS SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.

4



Christian County, Missouri

5/5



RIGHT OF WAY DEED

THIS DEED is made and entered into this <u>1</u> day of <u>NOVEMBER</u>, 2021, by and between G. DAVID WHITE and JANICE L. WHITE, TRUSTEES OF G. DAVID WHITE and JANICE L. WHITE JOINT REVOCABLE LIVING TRUST, DATED SEPTEMBER 10, 1998 of Christian County, Missouri, hereinafter referred to as "Grantor", and CHRISTIAN COUNTY, MISSOURI, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee", located at 100 W. Church St., Rm 100, Ozark, MO 65721.

WITNESSETH, that the Grantor, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to it paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said Grantee, its successors and assigns, a Right of Way easement for construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway thoroughfare or related purposes, including without limitation, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described tracts or parcels of real estate in the County of Christian, State of Missouri, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges and appurtenances and immunities thereunto belong or in any way appertaining, unto the said Grantee, and unto to its successors and assigns forever; the **Grantor** further covenanting on its part and on behalf of its heirs and assigns that it is lawfully seized of title to the real estate through which said easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein; that the premises are fee 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 thereafter, special taxes and assessments becoming a lien after the date hereof, all covenants, restrictions, easements, reservations, and other matters of record and a billboard advertising sign lease applicable to the property.

Union Chapel Road

Common Two

/5

GRANTOR, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns for the Grantor.

IN WITNESS WHEREOF, the undersigned Grantor has signed this deed the day and year first above written.

G. DAVID WHITE and JANICE L. WHITE, TRUSTEES OF G. DAVID WHITE and JANICE L. WHITE JOINT REVOCABLE LIVING TRUST, DATED SEPTEMBER 10, 1998

G. DAVID WHITE, CO-TRUSTEE

MICE L. WHITE, CO-TRUSTEE

STATE OF MISSOURI)) SS COUNTY OF CHRISTIAN)

On this <u>4</u> day of <u>VOVENDER</u>, 20 <u>21</u>, before me personally **appeared G. DAVID WHITE and JANICE L. WHITE, TRUSTEES OF G. DAVID WHITE and JANICE L. WHITE JOINT REVOCABLE LIVING TRUST, DATED SEPTEMBER 10, 1998** to me personally known, who, being by me duly sworn, did state that he/she executed the foregoing instrument as his/her own free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal the date and year first above written.



Public

(Printed Name)

My Commission Expires: 0-19-23

The Christian County Commission hereby accepts the interest in real property conveyed by the Right-of-Way Warranty Deed from Grantor to Christian County, Missouri, as Grantee, for the property legally described above and hereby consents to the recordation of this Right-of-Way Warranty Deed.

Passed, Approved, and Adopted this $\int_{1}^{5^{+}} day$ of Macch, 2022. Absent

Ralph Phillips, Presiding Commissioner

Lyng Morris, Eastern Commissioner

Hosea Bilyeu, Western Commissioner

ATTEST: Bion au County

8



EXHIBIT "A"

DEDICATED RIGHT-OF-WAY DESCRIPTION:

SOURCE OF DESCRIPTION: BOOK 298 AT PAGE 1741 AND BOOK 319 AT PAGE 6111 IN THE CHRISTIAN COUNTY RECORDER'S OFFICE.

and second

THAT CERTAIN PARCEL OR TRACT OF LAND BEING A PART OF THE EAST ONE HALF (E1/2) OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 9, TOWNSHIP 27 NORTH, RANGE 22 WEST, IN CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIN AT THE NORTHEAST CORNER OF SAID E1/2 OF THE NE1/4 OF THE SE1/4; THENCE S00'58'04"W, ALONG THE EAST LINE OF SAID E1/2 OF THE NE1/4 OF THE SE1/4, A DISTANCE OF 28.27 FEET TO AN IRON PIN SET; THENCE N88'18'37"W, A DISTANCE OF 659.24 FEET TO AN IRON RIN TO AN IRON PIN SET ON THE WEST LINE OF SAID E1/2 OF THE NE1/4 OF THE SE1/4; THENCE N00'59'41"E, ALONG THE SAID WEST LINE, A DISTANCE OF 26.04 FEET TO AN IRON PIN SET AT THE NORTHWEST CORNER OF SAID E1/2 OF THE NE1/4 OF THE SE1/4; THENCE S88'30'17"E, ALONG THE NORTH LINE OF SAID E1/2 OF THE NE1/4 OF THE SE1/4; THENCE S88'30'17"E, ALONG THE NORTH LINE OF SAID E1/2 OF THE NE1/4 OF THE SE1/4; A DISTANCE OF 659.20 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 0.411 ACRES (MORE OR LESS) AND IS SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.



Christian County, Missouri

5/5



COURTHOUSE CHRISTIAN COUNTY MISSOURI

RIGHT OF WAY DEED

THIS DEED is made and entered into this 0 day of November 2021, by and between JASON DALE MOULDER and MEREDITH JANE MOULDER, husband & wife of Christian County, Missouri, hereinafter referred to as "Grantor", and CHRISTIAN COUNTY, MISSOURI, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee", located at 100 W. Church St., Rm 100, Ozark, MO 65721.

WITNESSETH, that the Grantor, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to it paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said Grantee, its successors and assigns, a Right of Way easement for construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway thoroughfare or related purposes, including without limitation, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described tracts or parcels of real estate in the County of Christian, State of Missouri, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges and appurtenances and immunities thereunto belong or in any way appertaining, unto the said Grantee, and unto to its successors and assigns forever; the Grantor further covenanting on its part and on behalf of its heirs and assigns that it is lawfully seized of title to the real estate through which said easement is granted and that it has good and lawful right to convey said easement to the Grantee herein; that the premises are fee 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 thereafter, special taxes and assessments becoming a lien after the date hereof, all covenants, restrictions, easements, reservations, and other matters of record and a billboard advertising sign lease applicable to the property.

GRANTOR, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

Robinson Road

Common Two

15

THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns for the Grantor.

IN WITNESS WHEREOF, the undersigned Grantor has signed this deed the day and year first above written.

ASON DALE MOULDER

MEREDITH JANE MOULDER

STATE OF MISSOURI

COUNTY OF CHRISTIAN

On this ______ day of _______, 2021, before me personally appeared JASON DALE MOULDER and MEREDITH JANE MOULDER, personally known, who, being by me duly sworn, did state that he/she executed the foregoing instrument as his/her own free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal the date and year first above written.

BRENNA HOWARD Notary Public - Notary Seal State of Missouri Commissioned for Douglas County My Commission Expires: June 19, 2023 Commission Number: 19322834

SS

Ne Public onna (Printed Name)

My Commission Expires: 6-19-2023

The Christian County Commission hereby accepts the interest in real property conveyed by the Right-of-Way Warranty Deed from Grantor to Christian County, Missouri, as Grantee, for the property legally described above and hereby consents to the recordation of this Right-of-Way Warranty Deed.

Passed, Approved, and Adopted this	1st day of March	, 2022.
	Λ	acat

Absent Ralph Phillips, Presiding Commissioner

Lynn Morris, Eastern Commissioner en Hosea Bilyeu, Western Commissioner

ATTEST: Ston County Clerk MIHINIA SE/

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Exhibit "A"

DESCRIPTION OF RIGHT-OF-WAY FOR DEDICATION

A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 27 NORTH, RANGE 23 WEST, CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 2°12'54" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 1594.36 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN BEING DESCRIBED; THENCE CONTINUE SOUTH 2°12'54" WEST ALONG SAID EAST LINE A DISTANCE OF 610.52 FEET; THENCE NORTH 88°35'09" WEST, 25.00 FEET; THENCE NORTH 2°12'54" EAST, 610.54 FEET; THENCE SOUTH 88°31'44" EAST, 25.00 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN DESCRIBED, CONTAINING 0.35 ACRES.



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Recording Date/Time: 03/07/2022 at 10:50:03 AM Instr #: 2022L03342 Book: 2022 Page: 3310

Recorded in Christian County, Missouri

Pages: 5 Fee: \$36.00 S 20220003229 SEAL Kelly Hall Recorder of Deeds

COURTHOUSE CHRISTIAN COUNTY MISSOURI

RIGHT OF WAY DEED (LLC)

THIS DEED is made and entered into this 19 day of <u>February</u> 2020, by and between **CLEVER PROPERTIES**, LLC, a Limited Liability Company organized under the laws of the State of Missouri, hereinafter referred to as "Grantor", and **CHRISTIAN COUNTY**, **MISSOURI**, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee" located at 100 W. Church St., Rm 100, Ozark, MO 65721.

WITNESSETH, that the Grantor, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to him/her paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said Grantee, its successors and assigns, a Right of Way easement for construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway thoroughfare or related purposes, including without limitation, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described tracts or parcels of real estate in the County of Christian, State of Missouri, to-wit:

See Exhibit "A" & Exhibit "B" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges and appurtenances and immunities thereunto belong or in any way appertaining, unto the said Grantee, and unto to its successors and assigns forever; the **Grantor** further covenanting on its part and on behalf of its heirs and assigns that it is lawfully seized of title to the real estate through which said easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein; that the premises are fee 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 thereafter, special taxes and assessments becoming a lien after the date hereof, all covenants, restrictions, easements, reservations, and other matters of record and a billboard advertising sign lease applicable to the property.

GRANTOR, to the fullest extent allowed by law, including, without limitation, section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns for the Grantor.

Spring Creek Road

Billings Special

IN WITNESS WHEREOF, the undersigned Grantor has signed this deed the day and year first above written.

CLEVER PROPERTIES, LLC

Michael D. Scarlett

STATE OF MISSOURI)) SS COUNTY OF CHRISTIAN)

On this <u>9</u> day of <u>elonuary</u> 2020, before me, a Notary Public in and for said state, personally appeared Michael D. Scarlett, to me personally known, who, being by me duly sworn did say that he/she/they are the Managing Member(s) of between CLEVER PROPERTIES, **LLC**, a Limited Liability Company of the State of Missouri, and that said document was signed in behalf of said Limited Liability Company by authority of its membership, and said Managing Member(s) acknowledged said document to be the free act and deed of said Limited Liability Company and acknowledged to me that he/she executed the same for the purposes therein stated.

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 renno (Printed Name)

My Commission Expires:

The Christian County Commission hereby accepts the interest in real property conveyed by the Right-of-Way Warranty Deed from Grantor to Christian County, Missouri, as Grantee, for the property legally described above and hereby consents to the recordation of this Right-of-Way Warranty Deed.

Passed, Approved, and Adopted this 1^{5+} day of March2022. bsent

Ralph Phillips, Presiding Commissioner

Lynn Morris, Fastern Commissioner

Hosea Bilyeu, Western Commissioner

Bron County Clerk ABURSERING,

ATTEST:

EXHIBIT "<u>A</u>"

REGARDING SPRING CREEK ROAD

A 25 FOOT WIDE RIGHT-OF-WAY, the North line of said right-of-way described as commencing at the Northeast corner of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section 31, Township 27N, Range 23W, Christian County, Missouri; thence along the North line of said Section 31 N89°31'30"W 679.69 feet for a true point of beginning of said North line of right-of-way; Thence continuing N89°31'30"W 313.13 feet for an end to said right-of-way.





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RIGHT OF WAY DEED

THIS DEED is made and entered into this 2 day of <u>March</u> 2020, by and between JON J. GHAN and MELISSA A., Husband and Wife of Christian County, Missouri, hereinafter referred to as "Grantor", and CHRISTIAN COUNTY, MISSOURI, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee", located at 100 W. Church St., Rm 100, Ozark, MO 65721.

WITNESSETH, that the Grantor, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to it paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said Grantee, its successors and assigns, a Right of Way easement for construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway thoroughfare or related purposes, including without limitation, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described tracts or parcels of real estate in the County of Christian, State of Missouri, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges and appurtenances and immunities thereunto belong or in any way appertaining, unto the said Grantee, and unto to its successors and assigns forever; the **Grantor** further covenanting on its part and on behalf of its heirs and assigns that it is lawfully seized of title to the real estate through which said easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein; that the premises are fee 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 thereafter, special taxes and assessments becoming a lien after the date hereof, all covenants, restrictions, easements, reservations, and other matters of record and a billboard advertising sign lease applicable to the property.

GRANTOR, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

Aloe Road

Billings Special

THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns for the Grantor.

IN WITNESS WHEREOF, the undersigned Grantor has signed this deed the day and year first above written.

GHAN

Mellin & Chan

MELISSA A. GHAN

STATE OF MISSOURI

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)

COUNTY OF CHRISTIAN

On this 20TH day of FEBRUARY, 2020, before me personally appeared **JON J. GHAN and MELISSA A.** to me personally known, who, being by me duly sworn, did state that he/she executed the foregoing instrument as his/her own free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal the date and year first above written.

KAREN M. FORGEY Public – Notary Seal TE OF MISSOURI Lawrence County My Commission Expires May 23, 2020 Commission #12413398

My Commission Expires: 523.20

arv Public ted Name)

The Christian County Commission hereby accepts the interest in real property conveyed by the Right-of-Way Warranty Deed from Grantor to Christian County, Missouri, as Grantee, for the property legally described above and hereby consents to the recordation of this Right-of-Way Warranty Deed.

Passed, Approved, and Adopted this $1^{5^{+}}$ day of M_{a} , 2022.

Absent Ralph Phillips, Presiding Commissioner

Lynn Morris, Eastern/Commissioner

Hosea Bilyeu, Western Commissioner

ATTEST: Bio County Clerk


EXHIBIT "A"

A TRACT OF LAND, SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 24 WEST, CHRISTIAN COUNTY, MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 19; THENCE NORTH 00°57'47" EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 994.66 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°47'21" WEST A DISTANCE OF 25.00 FEET TO A POINT FOR CORNER; THENCE NORTH 00°57'47" EAST A DISTANCE OF 341.30 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER FOR CORNER; THENCE SOUTH 89°30'10" EAST ALONG SAID NORTH LINE A DISTANCE OF 25.00 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER FOR CORNER; THENCE SOUTH 89°30'10" EAST ALONG SAID NORTH LINE A DISTANCE OF 25.00 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 00°57'47" WEST ALONG SAID EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 340.99 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.20 ACRE(S) OF LAND, MORE OR LESS.



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Recording Date/Time: 03/07/2022 at 10:50:03 AM Instr #: 2022L03343 Book: 2022 Page: 3311

Pages: 5 Fee: \$36.00 S 20220003229



COURTHOUSE CHRISTIAN COUNTY MISSOURI

RIGHT OF WAY DEED

THIS DEED is made and entered into this 3 day of 2019, by and between THOMAS V. SMITH and LINDA C. SMITH, Husband and Wife of Christian County, Missouri, hereinafter referred to as "Grantor", and CHRISTIAN COUNTY, MISSOURI, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee", located at 100 W. Church St., Rm 100, Ozark, MO 65721.

WITNESSETH, that the Grantor, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to it paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said Grantee, its successors and assigns, a Right of Way easement for construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway thoroughfare or related purposes, including without limitation, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described tracts or parcels of real estate in the County of Christian, State of Missouri, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges and appurtenances and immunities thereunto belong or in any way appertaining, unto the said Grantee, and unto to its successors and assigns forever; the **Grantor** further covenanting on its part and on behalf of its heirs and assigns that it is lawfully seized of title to the real estate through which said easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein; that the premises are fee 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 thereafter, special taxes and assessments becoming a lien after the date hereof, all covenants, restrictions, easements, reservations, and other matters of record and a billboard advertising sign lease applicable to the property.

GRANTOR, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

Terrill Road

Billings Special

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THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns for the Grantor.

IN WITNESS WHEREOF, the undersigned Grantor has signed this deed the day and year first above written.

THOMAS V. SMITH

LINDA C. SMITH

STATE OF MISSOURI

COUNTY OF CHRISTIAN

On this <u>33</u> day of <u>December</u>, 2019, before me personally appeared **THOMAS V. SMITH and LINDA C. SMITH** to me personally known, who, being by me duly sworn, did state that he/she executed the foregoing instrument as his/her own free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal the date and year first above written.

BRENNA HOWARD Notary Public - Notary Seal State of Missouri Commissioned for Webster County My Commission Expires: June 19, 2023 Ceffrinission Number: 19322834

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My Commission Expires:

arv Public renna

(Printed Name)

The Christian County Commission hereby accepts the interest in real property conveyed by the Right-of-Way Warranty Deed from Grantor to Christian County, Missouri, as Grantee, for the property legally described above and hereby consents to the recordation of this Right-of-Way Warranty Deed.

Passed, Approved, and Adopted this $1^{5^{t}}$ day of March, 2022. Absent Ralph Phillips, Presiding Commissioner

m Lynn Morris, Eastern Commissioner

Hosea Bilyeu, Western Commissioner

ATTEST: Bion County Cler 118888860010

EXHIBIT "<u>A</u>"

REGARDING TERRILL ROAD (From Smiths to County)

A right-of-way located in the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section 1, Township 27N, Range 24W, Christian County, Missouri, described as commencing at the Southeast corner of said Northeast Quarter of the Southwest Quarter; thence along the South line thereof S89°27'31"W 860.00 feet for a true point of beginning of said right-of-way; Thence continuing S89°27'31"W 153.74 feet; thence along a curve to the right with a radius of 545.00 feet a distance of 156.03 feet (chord bears N81°41'53"E 155.49 feet); thence S00°22'00"W 21.00 feet to the point of beginning.







RIGHT OF WAY DEED (LLC)

THIS DEED is made and entered into this 22 day of <u>Aptenbu</u>, 2020, by and between CLEVER PROPERTIES, LLC, a Limited Liability Company organized under the laws of the State of Missouri, hereinafter referred to as "Grantor", and CHRISTIAN COUNTY, MISSOURI, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee" located at 100 W. Church St., Rm 100, Ozark, MO 65721.

WITNESSETH, that the Grantor, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to him/her paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said Grantee, its successors and assigns, a Right of Way easement for construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway thoroughfare or related purposes, including without limitation, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described tracts or parcels of real estate in the County of Christian, State of Missouri, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges and appurtenances and immunities thereunto belong or in any way appertaining, unto the said Grantee, and unto to its successors and assigns forever; the **Grantor** further covenanting on its part and on behalf of its heirs and assigns that it is lawfully seized of title to the real estate through which said easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein; that the premises are fee 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 thereafter, special taxes and assessments becoming a lien after the date hereof, all covenants, restrictions, easements, reservations, and other matters of record and a billboard advertising sign lease applicable to the property.

GRANTOR, to the fullest extent allowed by law, including, without limitation, section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns for the **Grantor**.

Spring Creek Road

Billings Special

IN WITNESS WHEREOF, the undersigned Grantor has signed this deed the day and year first above written.

Beverlycatter

STATE OF MISSOURI)) SS COUNTY OF CHRISTIAN)

On this 22 day of 020, before me, a Burnely Scarlest appeared 2020, state, personally Notary Public in and for said а ____, to me personally known, who, being by me duly sworn did say that he/she/they are the Managing Member of between CLEVER PROPERTIES, LLC, a Limited Liability Company of the State of Missouri, and that said document was signed in behalf of said Limited Liability Company by authority of its membership, and said Managing Member(s) acknowledged said document to be the free act and deed of said Limited Liability Company and acknowledged to me that he/she executed the same for the purposes therein stated.

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 Sayer R. Lee (Printed Name)

My Commission Expires:

SAYER R. LEE Notary Public - Notary Seal State of Missouri Commissioned for Christian County My Commission Expires: April 10, 2022 Commission Number: 15403243 The Christian County Commission hereby accepts the interest in real property conveyed by the Right-of-Way Warranty Deed from Grantor to Christian County, Missouri, as Grantee, for the property legally described above and hereby consents to the recordation of this Right-of-Way Warranty Deed.

Passed, Approved, and Adopted this 1^{5t} day of March, 2022.

Absent Ralph Phillips, Presiding Commissioner

an

Lynn Morris, Eastern Commissioner

Hosea Bilyeu, Western Commissioner

ATTEST: WINNING IL County

"EXHIBIT A"

DESCRIPTION OF RIGHT-OF-WAY FOR DEDICATION

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A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 27 NORTH, RANGE 24 WEST, CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26; THENCE NORTH 0°50'55" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER A DISTANCE OF 26.56 FEET; THENCE SOUTH 88°18'38" EAST, 916.97 FEET; THENCE SOUTH 6°04'38" EAST, 25.76 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 88°22'29" WEST ALONG SAID SOUTH LINE A DISTANCE OF 920.07 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN DESCRIBED, CONTAINING 0.55 ACRES, SUBJECT TO RIGHT-OF-WAYS, EASEMENTS AND RESTRICTIONS OF RECORD.



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Kelly Hall Recorder of Deeds

Fee: \$36.00 \$ 20220003232

COURTHOUSE CHRISTIAN COUNTY MISSOURI

RIGHT OF WAY DEED

THIS DEED is made and entered into this <u>1844</u> day of <u>December</u>, 2019. by and between JOHN L. BEBOUT of Christian County, Missouri, hereinafter referred to as "Grantor", and CHRISTIAN COUNTY, MISSOURI, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee" located at 100 W. Church St., Rm 100, Ozark, MO 65721.

WITNESSETH, that the Grantor, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to it paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said Grantee, its successors and assigns, a Right of Way easement for construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway thoroughfare or related purposes, including without limitation, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described tracts or parcels of real estate in the County of Christian, State of Missouri, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges and appurtenances and immunities thereunto belong or in any way appertaining, unto the said Grantee, and unto to its successors and assigns forever; the **Grantor** further covenanting on its part and on behalf of its heirs and assigns that it is lawfully seized of title to the real estate through which said easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein; that the premises are fee 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 thereafter, special taxes and assessments becoming a lien after the date hereof, all covenants, restrictions, easements, reservations, and other matters of record and a billboard advertising sign lease applicable to the property.

GRANTOR, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

Washam Road and Spring Creek Road

1/5 Billings Special

THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns for the Grantor.

IN WITNESS WHEREOF, the undersigned Grantor has signed this deed the day and year first above written.

JOHN L. BEBOUT

STATE OF MISSOURI)) SS COUNTY OF CHRISTIAN)

On this 18 day of December ____, 2019, before me personally appeared JOHN L. BEBOUT to me personally known, who, being by me duly sworn, did state that he/she executed the foregoing instrument as his/her own free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal the date and year first above written.

BRENNA HOWARD Notary Public - Notary Seal State of Missouri Commissioned for Webster County My Commission Expires: June 19, 2023 Commission Number: 19322834

Notary Public

rinted Name)

My Commission Expires:

The Christian County Commission hereby accepts the interest in real property conveyed by the Right-of-Way Warranty Deed from Grantor to Christian County, Missouri, as Grantee, for the property legally described above and hereby consents to the recordation of this Right-of-Way Warranty Deed.

Passed, Approved, and Adopted this 1^{5^+} day of M_{arch} , 2022.

Absent Ralph Phillips, Presiding Commissioner

Lynn Morris, Eastern Commissioner

yen

Hosea Bilyeu, Western Commissioner

ATTEST:

County Cler



EXHIBIT "<u>A</u>"

REGARDING WASHAM ROAD

A RIGHT-OF-WAY described as the East 25.00 feet of the North 761.91 feet of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section 31, Township 27N, Range 23W, Christian County, Missouri.

REGARDING SPRING CREEK ROAD

A RIGHT-OF-WAY described as the North 25.00 feet of the East 679.69 feet of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of **Section 31, Township 27N, Range 23W,** Christian County, Missouri.





DEPUTY





STATE OF MISSOURI COUNTY OF Chushan On this 18 day of December, 2019, before me, the

undersigned Notary Public, personally appeared me known to be the person(s) described in the foregoing instrument, and acknowledged that they executed said instrument as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County and State, the day and

year last written above. Benna Inad My commission expires: 19-23 Notary Public

BREMAA HOWARD Notary Public - Notary Seal State of Missoun Commissioned for Webster County Commission Expires: Jame 19, 2023 Complexion Number 19722834

CERTIFICATE OF APPROVAL I hereby certify that the minor subdivision shown on this plat has been approved by the Christian County Planning & Zonipg Department.

Le MI Planning & Zoning Administrator

TAN COUL

A SIGNED CERTIFICATE OF APPROVAL ON THIS PLAT DOES NOT CONSTITUTE ACCEPTANCE OR APPROVAL OF ANY ROADS BY CHRISTIAN COUNTY

Date: 12-19-19

#19-0300

SURVEYOR'S DECLARATION I, Loyd E, Todd, Professional Land Surveyor #2122, did, on December 2, 2019, conduct a survey for JOHN BEBOUT of the tracts of land shown on this plat.

The results of said survey are represented on this plat to the best of my professional knowledge and belief. I did attempt to meet the Missouri Standards for Property Boundary Surveys.

Easements, if any are shown, are those written, provided, or discovered, and may not be all inclusive.

Tracts subject to all applicable planning and zoning regulations.

Any reference to ownership is based upon information provided by others, and does not represent an opinion regarding title.



GRAPHIC SCALE - FEET 800K 259 PAGE 793 RECORDER SPRING CREEK ROAD N89°31'30"W 338.78' N89"31'30"W 340.91 CENTER OF NE. CORNER 25 TRUE POB TRACT I NW1/4 NE1/4 NEW 25' R/W 1.5'E. OF FNC. 531-T27N-R23W CHRISTIAN CO., MO. TRUE POB TRACT 2 NAL IN CENTER OF 175 304.51 SHED 12 32 흵 TRACT 1 TRACT 2 DESCRIPTIONS 6.00 AC.+-6.01 AC.+-TRACT Part of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section 31, Township 27N, Range BAR 23W, Christian County, Missouri, described as comm ROA at the Northeast corner of said Northwest Ouarter of the Northeast Quarter; thence along the North line thereof 0 60' N89°31'30"W 340.91 feet for a true point of beginning; N89°31'30"W 1.85'-Thence continuing N89°31'30"W 338.78 feet; thence \$00°19'23"W 384.51 feet; thence N89°31'30"W 1.85 WASHAN OLD TRACT LINE OLD TRACT LINE 100,929,00,1 THE WEST COR I feet; thence SOO°19'43"W 401.25 feet; thence N88°26'35"E 332.14 feet; thence NOO*58'02"E 774.01 feet to the point of beginning. Tract contains 6.00 acres more or less. SUBJECT TO right-of-way for a county road along the North side of said tract, and all other right-of-ways, easements, and restrictions of record. TRACT 2 Part of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section 31, Township 27N, Range 23W, Christian County, Missouri, described as beginning at the Northeast corner of said Northwest Quarter of the Northeast Quarter: thence along the East line thered 500°58'02"W 761.91 feet: thence 588°26'35"W 341.23 feet: thence NOO°58'02"E 774.01 feet to the North line of said Northwest Quarter of the Northeast Quarter. thence along said North line S89°31'30"E 340.91 feet to the point of beginning. Tract contains 6.01 acres more or less, SUBJECT TO right-of-ways for county roads along the North and East sides of said tract, and all other right-of-ways, easements, and restrictions of record. 588°26'35"W 341.23 N88°26'35"E 332.14 IP 16.6 W. 3 CENTER OF 0.9'N. OF COR. ROAD I'NL OF FNG. REGARDING WASHAM ROAD IP BY POST IS 5'E. OF CORNER A right-of-way described as the East 25.00 feet of the North 761.91 feet of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section 31, BOOK 2017 PAGE 15257 Township 27N, Range 23W, Christian County, Missouri. REGARDING SPRING CREEK ROAD A right-of-way described as the North 25.00 feet of the East 679.69 feet of the Northwest Quarter of the SPRING CREEK ROAD Northeast Quarter (NW1/4 NE1/4) of Section 31, IRON PIN SET Township 27N, Range 23W, Christian County, Missouri. O . IRON PIN IN PLACE

-x- . FENCE LINE R/C - RECORDED AS Mrs = MEASURED AS △ = R-O-W MARKER - STONE - E- = OVERHEAD ELECTRIC CLASS OF PROPERTY SURVEY (RURAL) DEED REFERENCE: BOOK 321 PAGE 4298 BEARINGS TAKEN FROM THE DEED SEE SURVEYS R/C IN V-689, V-2346

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RIGHT OF WAY DEED

THIS DEED is made and entered into this 23 day of December, 2019. by and between KENNY CHARLES BURKY of Christian County, Missouri, hereinafter referred to as "Grantor", and CHRISTIAN COUNTY, MISSOURI, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee" located at 100 W. Church St., Rm 100, Ozark, MO 65721.

WITNESSETH, that the Grantor, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to it paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said Grantee, its successors and assigns, a Right of Way easement for construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway thoroughfare or related purposes, including without limitation, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described tracts or parcels of real estate in the County of Christian, State of Missouri, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges and appurtenances and immunities thereunto belong or in any way appertaining, unto the said Grantee, and unto to its successors and assigns forever; the **Grantor** further covenanting on its part and on behalf of its heirs and assigns that it is lawfully seized of title to the real estate through which said easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein; that the premises are fee 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 thereafter, special taxes and assessments becoming a lien after the date hereof, all covenants, restrictions, easements, reservations, and other matters of record and a billboard advertising sign lease applicable to the property.

GRANTOR, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

Terrill Road

Billings Special

THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns for the Grantor.

IN WITNESS WHEREOF, the undersigned Grantor has signed this deed the day and year first above written.

Parles Burky

STATE OF MISSOURI)) SS COUNTY OF CHRISTIAN)

On this \$3 day of

December, 2019, before me personally appeared **KENNY CHARLES BURKY** to me personally known, who, being by me duly sworn, did state that he/she executed the foregoing instrument as his/her own free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal the date and year first above written.

BRENNA HOWARD Notary Public - Notary Seal State of Missouri Commissioned for Webster County My Commission Expires: June 19, 2023 Commission Number: 19322834

My Commission Expires:

Renna Notary Public

Printed Name)

The Christian County Commission hereby accepts the interest in real property conveyed by the Right-of-Way Warranty Deed from Grantor to Christian County, Missouri, as Grantee, for the property legally described above and hereby consents to the recordation of this Right-of-Way Warranty Deed.

Passed, Approved, and Adopted this $\frac{1^{5+}}{1^{5+}}$ day of March , 2022.

Absent Ralph Phillips, Presiding Commissioner

Lynn Morris, Eastern Commissioner

Hosea Bilyeu, Western Commissioner

ATTEST: <u>Kay Brow</u>

County Cler



EXHIBIT " A

REGARDING TERRILL ROAD (From Burky to County)

A right-of-way located in the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section 1, Township 27N, Range 24W, Christian County, Missouri, described as commencing at the Southeast corner of said Northeast Quarter of the Southwest Quarter; thence along the South line thereof S89°27'31"W 600.00 feet for a true point of beginning of said right-of-way; Thence continuing S89°27'31"W 260.00 feet; thence N00°22'00"E 21.00 feet; thence N89°53'58"E 259.98 feet; thence S00°22'00"W 19.00 feet to the point of beginning.







RIGHT OF WAY DEED

THIS DEED is made and entered into this 23rd day of April , 2020. by and between MARY K. BEHRENS, Trustee, U/T/A Mary K. Behrens Revocable Trust of Christian County, Missouri, hereinafter referred to as "Grantor", and CHRISTIAN COUNTY, MISSOURI, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee" located at 100 W. Church St., Rm 100, Ozark, MO 65721.

WITNESSETH, that the Grantor, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to it paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said Grantee, its successors and assigns, a Right of Way easement for construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway thoroughfare or related purposes, including without limitation, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described tracts or parcels of real estate in the County of Christian, State of Missouri, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges and appurtenances and immunities thereunto belong or in any way appertaining, unto the said Grantee, and unto to its successors and assigns forever; the **Grantor** further covenanting on its part and on behalf of its heirs and assigns that it is lawfully seized of title to the real estate through which said easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein; that the premises are fee 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 thereafter, special taxes and assessments becoming a lien after the date hereof, all covenants, restrictions, easements, reservations, and other matters of record and a billboard advertising sign lease applicable to the property.

GRANTOR, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

W. County Line Road

Ozark Special

THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns for the Grantor.

IN WITNESS WHEREOF, the undersigned Grantor has signed this deed the day and year first above written.

Mary & Behrens Bischoff, IT EF MARY & BEHRENS; Trustee MKL

STATE OF MISSOURI)SS COUNTY OF CHRISTIAN

On this no day of _ 2020, before me personally appeared MARY K. BEHRENS, Trustee, U/T/A Mary K. Behrens Revocable Trust to me personally known, who, being by me duly sworn, did state that he/she executed the foregoing instrument as his/her own free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal the date and year first above written.



Howard Notary Public

renna Printed Name

My Commission Expires:

The Christian County Commission hereby accepts the interest in real property conveyed by the Right-of-Way Warranty Deed from Grantor to Christian County, Missouri, as Grantee, for the property legally described above and hereby consents to the recordation of this Right-of-Way Warranty Deed.

Passed, Approved, and Adopted this $\frac{1^{5+}}{1^{5+}}$ day of $\underline{M_{arch}}$, 2022.

MILIBIAL

SEA

Absent Ralph Phillips, Presiding Commissioner

Lyng Morris, Eastern Øommissioner

noa 04 Hosea Bilyeu, Western Commissioner

ATTEST:

Dioun County Cler

Exhibit "A"

DESCRIPTION OF RIGHT-OF-WAY:

A PART OF THE WEST HALF (W1/2) OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 32, TOWNSHIP 28 NORTH, RANGE 21 WEST, CHRISTIAN COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING FROM THE NORTHEAST CORNER OF THE SAID NE1/4 OF THE NE1/4 OF SECTION 32, THENCE N86'50'03"W, ALONG THE NORTH LINE OF SAID NE1/4, 664.56 FEET TO THE POINT OF BEGINNING; THENCE N86'50'03"W, 388.04 FEET; THENCE S01'31'39"W, 32.51 FEET; THENCE S86'50'03"E, 388.04 FEET; THENCE N01'31'39"E, 32.51 FEET TO THE POINT OF BEGINNING.





RIGHT OF WAY DEED

THIS DEED is made and entered into this <u>3</u> day of <u>ugust</u>, 2019. by and between JANICE M. ECKLAND of Christian County, Missouri, hereinafter referred to as "Grantor", and CHRISTIAN COUNTY, MISSOURI, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee" located at 100 W. Church St., Rm 100, Ozark, MO 65721.

WITNESSETH, that the Grantor, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to it paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said Grantee, its successors and assigns, a Right of Way easement for construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway thoroughfare or related purposes, including without limitation, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described tracts or parcels of real estate in the County of Christian, State of Missouri, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges and appurtenances and immunities thereunto belong or in any way appertaining, unto the said Grantee, and unto to its successors and assigns forever; the **Grantor** further covenanting on its part and on behalf of its heirs and assigns that it is lawfully seized of title to the real estate through which said 'easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein; that the premises are fee 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 thereafter, special taxes and assessments becoming a lien after the date hereof, all covenants, restrictions, easements, reservations, and other matters of record and a billboard advertising sign lease applicable to the property.

GRANTOR, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

Southernview Road

Ozark Special

THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns for the Grantor.

IN WITNESS WHEREOF, the undersigned Grantor has signed this deed the day and year first above written.

Ellund JANICE M. ECKL AND

STATE OF MISSOURI)SS COUNTY OF CHRISTIAN

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On this 23 day of _, 2019, before me personally appeared JANICE M. ECKLAND to me personally known, who, being by me duly sworn, did state that he/she executed the foregoing instrument as his/her own free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal the date and year first above written.

Notary Public (Printed

Name)

My Commission Expires:

SAYER R. LEE Notary Public - Notary Seal State of Missouri Commissioned for Christian County My Commission Expires: April 10, 2022 Commission Number: 15403243

The Christian County Commission hereby accepts the interest in real property conveyed by the Right-of-Way Warranty Deed from Grantor to Christian County, Missouri, as Grantee, for the property legally described above and hereby consents to the recordation of this Right-of-Way Warranty Deed.

Passed, Approved, and Adopted this $\frac{1^{5^+}}{1^{5^+}}$ day of $\underline{M}_{a,c} \underline{L} \underline{L}$, 2022.

Absent Ralph Phillips, Presiding Commissioner

astern Ømmissioner Lynn Morris, F

Hosea Bilyeu, Western Commissioner

ATTEST: Bion County Clerk ANULULA IN

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EXHIBIT "<u>A</u>"

DESCRIPTION

REGARDING SOUTHERNVIEW ROAD

A <u>ROAD RIGHT-OF-WAY</u> described as the South 25 feet of Lot 2-B according to the "REPLAT OF PART OF LOT 2 OF SOUTHERNVIEW ACRES, LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 28N, RANGE 21W OF THE 5TH P.M. CHRISTIAN COUNTY, MISSOURI."





COURTHOUSE CHRISTIAN COUNTY MISSOURI

RIGHT OF WAY DEED

THIS DEED is made and entered into this 7th day of February, 2020. by and between LINDA S. SMITH and MARSHA R. MATTHEWS of Christian County, Missouri, hereinafter referred to as "Grantor", and CHRISTIAN COUNTY, MISSOURI, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee" located at 100 W. Church St., Rm 100, Ozark, MO 65721.

WITNESSETH, that the Grantor, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to it paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said Grantee, its successors and assigns, a Right of Way easement for construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway thoroughfare or related purposes, including without limitation, the use of conduits. water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described tracts or parcels of real estate in the County of Christian, State of Missouri, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges and appurtenances and immunities thereunto belong or in any way appertaining, unto the said Grantee, and unto to its successors and assigns forever; the Grantor further covenanting on its part and on behalf of its heirs and assigns that it is lawfully seized of title to the real estate through which said easement is granted and that it has good and lawful right to convey said easement to the Grantee herein; that the premises are fee 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 thereafter, special taxes and assessments becoming a lien after the date hereof, all covenants, restrictions, easements, reservations, and other matters of record and a billboard advertising sign lease applicable to the property.

GRANTOR, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

Camelot Drive and Warren Avenue

THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns for the Grantor.

IN WITNESS WHEREOF, the undersigned Grantor has signed this deed the day and year first above written.

Alinda S. Smith Linda S Matthews

Marsha R. Matthews

STATE OF MISSOURI)) SS COUNTY OF CHRISTIAN)

On this 7th day of February, 2020,

before me personally appeared Marsha R. Smith to me personally known, who, being by me duly sworn, did state that he/she executed the foregoing instrument as his/her own free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal the date and year first above written.

BRENNA HOWARD Notary Public - Notary Seal State of Missouri Commissioned for Webster County My Commission Expires: June 19, 2023 Commission Number: 19322834

My Commission Expires:

ublic

Printed Name)

The Christian County Commission hereby accepts the interest in real property conveyed by the Right-of-Way Warranty Deed from Grantor to Christian County, Missouri, as Grantee, for the property legally described above and hereby consents to the recordation of this Right-of-Way Warranty Deed.

Passed, Approved, and Adopted this $\frac{15t}{2}$ day of $\frac{15t}{2}$, 2022. Absent Ralph Phillips, Presiding Commissioner

Lynn Morris, Eastern Commissioner

Hosea Bilyeu, Western Commissioner

ATTEST: County Cler



Exhibit "A"

DESCRIPTION - R/W CAMELOT DRIVE

(CAMELOT DRIVE)

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(CAMELOT DRIVE) A STRIP OF LAND FOR RIGHT-OF-WAY PURPOSES AND BEING A PART OF THE SOUTHEAST QUARTER (SE¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION 34, TOWNSHIP 27N, RANGE 21W, THE BOUNDARY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT AN EXISTING ALLMINUM CAPPED PIN AT THE SOUTHEAST CORNER OF SAID SE¼ OF THE NE¼ OF SECTION 34; THENCE N 01'52'02" E, ALONG THE EAST LINE OF SAID SE¼ OF THE NE¼, 132.00 FEET TO AN IRON PIN FOR THE POINT OF BEGINNING; THENCE N 87'28'12" W, 21.68 FEET; THENCE N 02'29'5S" E, 396.12 FEET; THENCE S 87'28'12" E, 17.28 FEET TO A COTTON SPINDLE SET ON THE EAST LINE OF SAID SE¼ OF THE NE¼; THENCE S 01'51'48" W, ALONG SAID EAST LINE OF THE SE¼ OF THE NE¼, 396.14 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD. ALL IN CHRISTIAN COUNTY, MISSOURI.

(WARREN AVENUE)

(WARREN AVENUE) A STRIP OF LAND FOR RIGHT-OF--WAY PURPOSES AND BEING A PART OF THE SOUTHEAST QUARTER (SE¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION 34, TOWNSHIP 27N, RANGE 21W, THE BOUNDARY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT AN EXISTING ALUMINUM CAPPED PIN AT THE SOUTHEAST CORNER OF SAID SE¼ OF THE NE¼ OF SECTION 34; THENCE N 87'27'36" W, ALONG THE SOUTH LINE OF SAID SE¼ OF THE NE¼, 330.00 FEET TO AN IRON PIN FOR THE POINT OF BEGINNING; THENCE N '87'34'13" W, CONTINUING ALONG SAID SOUTH LINE, 352.62 FEET TO AN IRON PIN; THENCE N 03'10'10" E, 13.88 FEET; THENCE S 88'21'31" E, 352.29 FEET; THENCE S 01'51'51" W, 18.73 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD, ALL IN CHRISTIAN COUNTY, MISSOURI.



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ORDER NO. 03-01-2022-01

ORDER OF THE CHRISTIAN COUNTY COMMISSION OZARK, MISSOURI

DATE ISSUED: March 1, 2022

SUBJECT: CASE NUMBER 2022-0014

TEXT:

EXCEL INVESTMENTS –MTJ HOLDINGS, LLC petition the Christian County Commission to rezone 1.05 ACRES FROM O-2 (GENERAL OFFICE) TO C-2 (GENERAL COMMERCIAL DISTRICT) in order to lawfully permit land use compatible with surrounding parcels and be reflected as such on the Christian County Zoning Map located within Parcel 05-0.7-35-1-1-1.005 which is legally described as follows:

ALL OF LOT C-TWO (C-2), OF THE RE- PLAT OF TUSCANY HILLS PHASE 2, A SUBDIVISION IN CHRISTIAN COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF. IN PLAT BOOK I, AT PAGE 126.

The Christian County Planning and Zoning Commission did, during public hearing on February 22, 2022 review this request and hear public comment. A motion to recommend approval of this change passed by a unanimous vote.

Now, therefore, after additional review of this case and having heard additional public comment the Christian County Commission did this day, upon a motion by Commissioner Morris, seconded by Commissioner Bilyeu, vote unanimously to approve this request.

Done this 1st day of March, 2022, at 10:00 a.m.

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CHRISTIAN COUNTY COMMISSION

ABSENT

Ralph Phillips Presiding Commissioner

o Ur

Lynn Alorris Compissioner, Eastern District

ney

Hosea Bilyeu Commissioner, Western District

ATTEST:

Blow

Kay Brown County Clerk

23385-000\ 383506.doc

Yes____ Dated:

Yes_____ Dated:_____/____

Yes____ Dated:______22