



## Christian County Commission

100 West Church St, Room 100  
Ozark, MO 65721

**SCHEDULED**

**MEETING ATTACHMENTS (ID # 4836)**

Meeting: 04/3/25 9:30 AM  
Department: County Clerk  
Category: Meeting Items  
Prepared By: Madi Hires Raines  
Initiator: Madi Hires Raines  
Sponsors:  
Doc ID: 4836

---

## Meeting Attachments

### ATTACHMENTS:

- 1 - 03 APRIL 2025- BOE - APPOINTMENT - DAUGHERTY, JEFF
- 2 - 03 APRIL 2025-CCRS - COUNTY GOVT PLAZA- FINAL
- 3 - 03 APRIL 2025- PETITION TO VACATE HOLDER ROAD
- 4 - 03 APRIL 2025-LUCAS LAND LLC - NOTICE OF PUBLICATION
- 5 - 03 APRIL 2025-PLANNING & ZONING HEARING- LUCAS LAND LLC



# Christian County Commission

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

Lynn Morris  
Presiding Commissioner

Bradley Jackson  
Eastern Commissioner

Johnny Williams  
Western Commissioner

03 April 2025

Jeff Daugherty

Dear Jeff,

The Christian County Commission wishes to confirm your appointment to the Board of Equalization (BOE) effective today, April 03, 2025.

You will be serving a (3) year term. For record keeping purposes, please note that the new term should have begun on January 13, 2025. Despite the late appointment, your current term will still expire on January 9, 2028.

We thank you for your willingness to serve on this board, and we greatly appreciate you making Christian County a better place!

Sincerely,

---

Johnny Williams  
Western Commissioner

---

Lynn Morris  
Presiding Commissioner

---

Bradley Jackson  
Eastern Commissioner

**DECLARATION  
OF RECIPROCAL EASEMENTS AND RESTRICTIONS  
County Government Plaza**

This **DECLARATION OF RECIPROCAL EASEMENTS AND RESTRICTIONS** (the "Declaration") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by 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 the "Declarant"), located at 100 W. Church St., Rm 100, Ozark, MO 65721.

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of certain real estate situated in the City of Ozark, County of Christian, and State of Missouri, which is more particularly described in **Exhibit A** attached hereto and made a part hereof (the "Commercial Development").

**WHEREAS**, Declarant, pursuant to and in accordance with applicable laws, regulations and ordinances has subdivided a portion of the Commercial Development into six (6) individual lots, herein referred to as "Lot 1", "Lot 2", "Lot 3", "Lot 4", "Lot 5" and "Lot 6" of County Government Plaza (collectively, the "Commercial Lots" and, each, individually, a "Commercial Lot"), as more particularly set forth in the Final Plat of County Government Plaza (the "Record Plat") recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_ in the Office of the Recorder of Deeds for Christian County, Missouri.

**WHEREAS**, Declarant desires to enter into this Declaration to provide for the integrated use of the Commercial Development as a local government center with out lots to be developed for commercial purposes.

**NOW, THEREFORE**, in consideration of the premises set forth herein, Declarant does hereby grant and declare the following rights, covenants, and servitudes over the Commercial Lots:

**ARTICLE 1  
DEFINITIONS**

**SECTION 1.** The following terms shall be defined as set forth below:

Adjacent Residential Development: Existing residentially developed properties directly adjoining Lot 2 to the north, as shown on the Record Plat.

Common Area: All areas and portions of Commercial Development designated as such on the Record Plat that are reserved for public amenities and/or stormwater management structures.

**ARTICLE 2  
EASEMENTS**

**SECTION 2.1.** Declarant hereby establishes non-exclusive easements over the Commercial Development in favor of each Commercial Lot and in favor of the Adjacent Residential Development, to permit the construction, maintenance and use of all apparatus necessary to provide utility services to the Commercial Lots and to the Adjacent Residential Development (including telephone, cable, electricity, water, natural gas, sanitary sewer, storm sewer and other utility lines, pipes, and facilities), provided that such easements are within the utility easements that are established by the Record Plat. Any disruption or demolition of a servient Commercial Lot by reason of the use of this easement shall be kept to a minimum which shall not exceed one (1) day in duration during the

period when the Commercial Development is initially constructed, unless such disruption or demolition cannot be reasonably completed within such one (1) day period, in which event the period will be extended to such time period as is reasonably is required, and such area forthwith shall be restored as quickly as possible by the dominant real estate owner to its original condition at no expense to the servient Commercial Lot owner.

**SECTION 2.2.** Any owner of dominant real estate who desires to use the easements set forth in this Article 2 shall provide the owner of the servient Commercial Lot with a copy of the plans and specifications for the improvements contemplated to be installed or constructed on such servient Commercial Lot, and the owner of the dominant real estate covenants not to commence construction of such improvements without the written consent of the owner of the servient Commercial Lot, which consent shall not be unreasonably withheld, conditioned or delayed. In the event that the owner of the servient Commercial Lot fails to respond with reasonable particularity within ten (10) days following delivery to such owner of a copy of the plans and specifications for the improvements contemplated to be installed or constructed on such servient Commercial Lot, the approval of such servient Commercial Lot owner shall be deemed given. Any disapproval shall be accompanied by an explanation of the reasons for such disapproval with reasonable particularity.

**SECTION 2.3.** The dominant real estate owner shall indemnify and save harmless the other Commercial Lot owners and their respective tenants and licensees from all claims, liens, damages and expenses, including reasonable attorneys' fees, arising out of its use of any of the easements established in this Article 2.

**SECTION 2.4.** Nothing herein shall create a gift or dedication of any portion of the Commercial Development to the general public. Notwithstanding any other provision hereof to the contrary, each Commercial Lot owner periodically may restrict ingress and egress on its Commercial Lot in order to prevent a prescriptive easement from arising by continued public use of the same. Any restriction on ingress or egress shall be limited to the minimum time period necessary to prevent the creation of a prescriptive easement and shall occur at such times as to have minimum effect on the construction or operation of the Commercial Development.

### **ARTICLE 3**

#### **MAINTENANCE AND UPKEEP OF COMMON AREA AND COMMERCIAL LOTS**

**SECTION 3.1** Development of amenities and stormwater management structures within the Common Area, as shown on the Record Plat, shall be at the discretion of the Declarant. Except as set forth in Section 3.2, below, maintenance and upkeep of the Common Area shall be at the sole cost and expense of the Declarant.

**SECTION 3.2.** Each Commercial Lot owner (at its sole cost and expense) shall be responsible for the repair and upkeep of its Commercial Lot, which repair and upkeep shall be performed in a workmanlike, diligent, and efficient manner, and shall include:

- (a) Maintenance, repair, and replacement of paved surfaces in a level and smooth condition, free of potholes, with the type of material as originally used or a substitute equal in quality;
- (b) Removal of all trash and debris and washing or sweeping as required;
- (c) Removal of snow and ice from paved surfaces and sidewalks;
- (d) Maintenance of appropriate parking area entrance, exit and directional markers, and other traffic control signs that are reasonably required;
- (e) Cleaning of lighting fixtures and re-lamping as needed;
- (f) Restriping the parking and traffic areas as required to keep same clearly visible;

- (g) Maintaining the required number of parking spaces per government ordinance or code and this Declaration, and to permit the free movement of vehicular traffic among the Commercial Lots;
- (h) Maintenance of any electrical, water and sewer lines, and other utilities located within the Commercial Lot;
- (h) Mowing, grooming and irrigation of all seeded, sodded, grass or ground covered areas and maintenance and replacement of all landscaped areas (including maintenance, repair and replacement of irrigation systems);
- (i) Maintenance and cleaning of all storm water drainage systems which are located on the Commercial Lot;
- (j) Maintenance, repair and replacement of enclosures for trash receptacles; and
- (k) Maintenance and repair of all improvements situated on a Commercial Lot.

All such maintenance, repair and replacement shall be accomplished in a first-class manner in accordance with standards pursuant to which other similar commercial office and shopping center developments in the Ozark, Missouri, metropolitan area are maintained and repaired.

**SECTION 3.3.** Each Commercial Lot owner shall indemnify and save harmless the other Commercial Lot owners and their respective tenants and licensees, from all claims, liens, damages, and expenses, including reasonable attorneys' fees, arising out of the repair, maintenance, and replacement of their respective Commercial Lots. Each Commercial Lot owner shall name the Declarant as an additional insured on any liability policies taken out by a Commercial Lot owner so long as Declarant owns any of the Commercial Lots. Should a Commercial Lot owner breach any of its obligations under this Article 3, any other Commercial Lot owner shall be entitled to enforce such obligations and shall be entitled to the remedies provided In Article 8.

**SECTION 3.4.** Should a Commercial Lot owner breach any of its obligations set forth in this Article 3, Declarant shall have the right to perform the obligations and to recover the costs of the same from the owner of the Commercial Lot, or to enforce any and all rights and remedies provided in this Declaration at law or in equity, in its sole discretion, including but not limited to the remedies provided in Article 8.

#### **ARTICLE 4** **LIABILITY INSURANCE**

**SECTION 4.1.** The owner of each Commercial Lot shall maintain comprehensive general liability insurance, including contractual liability coverage, and providing coverage with a combined bodily injury, death and property damage limit of Three Million Dollars (\$3,000,000) or more per occurrence. The owner of a Commercial Lot shall provide Declarant with a certificate of insurance within ten (10) days following delivery of a written request for the same. All policy certificates shall provide for thirty (30) days written notice to each named insured of any modification or cancellation thereof. Any insurance required to be maintained by a tenant of a Commercial Lot may be used to satisfy the owner of such Commercial Lot's obligations hereunder. Each Commercial Lot owner shall name the Declarant as an additional insured on any liability policies taken out by a Commercial Lot owner. The Declarant shall not be required to carry the foregoing insurance on any unimproved Commercial Lots owned by Declarant.

#### **ARTICLE 5** **DAMAGE OR DESTRUCTION**

**SECTION 5.1.** In the event that any part of the building improvements on a Commercial Lot is damaged by fire, casualty or force majeure, the owner thereof shall not be obligated to restore

same, provided that such owner, at its sole expense, forthwith shall raze the damaged structures, remove all debris, shall pave such area for parking in general conformity with the parking layout shown in the Record Plat and shall install adequate lighting and storm water drainage. Any area restored in this manner shall be maintained as though it were developed until improved with building improvements and shall be maintained at the sole cost and expense of the owner of such Commercial Lot.

## **ARTICLE 6** **RESTRICTIONS**

### **SECTION 6.1.**

- (a) Each Commercial Lot is restricted exclusively to the use or uses that are from time-to-time permitted under the Commercial C-2 zoning classification of the City of Ozark, Missouri. No Commercial Lot shall be used for any use or purpose that is not permitted under such Commercial C-2 zoning classification of the City of Ozark, Missouri.
- (b) The square foot area of all building improvements on each of the Commercial Lots, respectively, shall be subject to approval by the Declarant.
- (c) No Commercial Lot owner shall construct any buildings, improvements, outbuildings, fences or other structures ("Improvements") on the Commercial Lot owned by such Commercial Lot owner, nor make any material alterations or changes to the exterior of any buildings, improvements, outbuildings, fences or other structures on the Commercial Lot, excepting in all events pursuant to plans and specifications therefor that have been approved in writing by the Declarant. All Commercial Lot owners shall submit to the Declarant, for its respective Commercial Lot, the exterior elevation, architectural, civil, landscape, storm water control and signage plans for all Improvements to be constructed on its respective Commercial Lot for review and approval by the Declarant, in its discretion. Any approval by the Declarant shall not be deemed to constitute a warranty or representation by the Declarant in respect of the materials, design, location, construction or workmanship of any Improvements on such Commercial Lot. Each Commercial Lot owner shall obtain the foregoing approvals before commencing any construction on its respective Commercial Lot, before implementing any changes in plans theretofore approved by the Declarant, and before commencing any construction to repair, replace or restore the Improvements on its respective Commercial Lot following a condemnation, or a fire or casualty thereon.
- (d) Each Commercial Lot owner shall perform construction on its Commercial Lot so as not to cause any unreasonable increase in the cost of construction of the remainder of the Commercial Development or any part thereof, unreasonably interfere with any other construction being performed on any of the other Commercial Lots, or unreasonably interfere with the operations conducted on any other Commercial Lot.
- (e) Each Commercial Lot owner agrees that in the event any mechanic's lien or other statutory liens shall be filed against its Commercial Lot or any other Commercial Lot by reason of work, labor, services, or materials supplied to or at the request of it pursuant to any construction on its Commercial Lot, or supplied to or at the request of its tenant pursuant to any construction by said tenant, it shall pay and discharge the same of record within thirty (30) days after the filing thereof, subject to the provisions of the remainder of this Section 6.1(e). Each Commercial Lot owner shall have the right to contest the validity, amount or applicability of any such liens by appropriate legal proceedings, and, so long as it shall furnish bond or indemnify as hereinafter provided and be prosecuting such

contest in good faith, the requirement that it pay and discharge such liens within said thirty (30) days shall not be applicable. In the event that a Commercial Lot owner desires to contest any such liens, then such Commercial Lot owner shall, within thirty (30) days after the filing thereof, bond or indemnify against such liens in amount and in form satisfactory to induce the title insurance company which insured title to the respective Commercial Lots to each of the Commercial Lot owners, to insure over such liens in any future policy to be issued insuring any interest in such Commercial Lot or to update its existing policy, binder or commitment without showing title exception by reason of such liens, and such Commercial Lot owner shall indemnify and save harmless the other Commercial Lot owners from all loss, damage, liability, expense or claim whatsoever (including reasonable attorneys' fees and other costs of defending against the foregoing) resulting from the assertion of any such liens. In the event such legal proceeding shall be finally concluded (so that no further appeal may be taken) adversely to the Commercial Lot owner contesting such liens, such Commercial Lot owner shall, within five (5) days thereafter, cause the liens to be discharged of record.

- (f) All lighting structures and standards erected on any Commercial Lot shall be erected by and at the expense of the respective Commercial Lot owner, shall be erected prior to commencement of business on each such Commercial Lot, and shall be located in such areas and in accordance with such plans and specifications as shall be approved by the Declarant.
- (g) All improvements situated on a Commercial Lot shall have self-sufficient parking and shall be in compliance with all applicable codes, rules, and regulations. The dimensions of each parking space shall conform to the requirements of the applicable code.
- (h) Improvements constructed on any Commercial Lot shall be architecturally compatible with the then-existing improvements in the Commercial Development (as determined by the Declarant in the sole discretion of the Declarant from time-to-time).
- (i) Nothing herein shall require the owner of any Commercial Lot to improve any portion thereof with building improvements (except as provided in Article 5 hereof) or to occupy its Commercial Lot or to conduct a business in same.
- (j) In addition to the provisions contained In Section 6.1(c) above regarding Declarant approval of plans and specifications for Improvements and signage, each Commercial Lot owner agrees and covenants with respect to the Commercial Lot owned by such owner, that all Improvements and signage to be constructed on such Commercial Lot shall comply with the applicable laws, ordinances, permit and other requirements of the applicable governmental authorities having jurisdiction over said improvements and signage to be constructed on such Commercial Lot.
- (k) No Commercial Lot may be used for any of the following uses:
  - (i) any public or private nuisance; any adult cinema, massage parlor, video store or bookstore selling, renting or exhibiting primarily any pornographic, lewd, suggestive or "adult" newspaper, book, magazine, film, picture, representation or merchandise of any kind;
  - (ii) any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness;
  - (iii) any obnoxious odor;
  - (iv) any excessive quantity of dust, dirt, or fly ash;
  - (v) any distillation (other than so-called micro-brewing of beer or spirits), refining, smelting, agriculture or mining operations;

- (vi) any mobile home or trailer court, labor camp, junk yard, stock yard or animal raising;
  - (vii) any drilling for and/or removal of subsurface substances;
  - (viii) any dumping of garbage or refuse, other than in enclosed receptacles intended for such purpose (but the same does not prohibit government-required consumer recycling facilities);
  - (ix) any cemetery, mortuary or similar service establishment, but the foregoing shall not prohibit the sale of caskets, urns or other funerary equipment or products; or
  - (x) any dry-cleaning facilities utilizing hazardous substances with an on-premises plant.
- (l) The remedies for breach of any of the restrictions set forth in this Article 6 shall be cumulative, not exclusive, and shall include injunctive relief.

## **ARTICLE 7** **TAXES**

**SECTION 7.1.** Each Commercial Lot owner shall pay (or cause to be paid) before delinquency all real estate taxes and assessments (herein collectively "Taxes") levied on its Commercial Lot and the improvements situated thereon.

**SECTION 7.2.** Each Commercial Lot owner may, at its own cost and expense by appropriate proceeding, contest the validity, applicability and/or the amount of any Taxes. Nothing in this Article 7 shall require a Commercial Lot owner to pay any Taxes so long as it contests the validity, applicability or the amount thereof in good faith and so long as it does not allow the affected Commercial Lot to be forfeited to the imposer of such Taxes as a result of its nonpayment.

**SECTION 7.3.** If a Commercial Lot owner fails to comply with this Article 7, Declarant may pay the Taxes in question and shall be entitled to prompt reimbursement from the defaulting Commercial Lot owner for the sums so expended with interest thereon at the rate provided in Section 8.2 hereof.

## **ARTICLE 8** **DEFAULT**

**SECTION 8.1.** Should a Commercial Lot owner breach any of its obligations hereunder and such breach continues for a period of thirty (30) days after its receipt of notice, the other Commercial Lot owner(s) and Declarant, shall each be entitled, but not obligated, to cure such breach in addition to all remedies at law or in equity, provided that such other Commercial Lot owner(s) and Declarant shall furnish at least fourteen (14) days prior written notice to the defaulting Commercial Lot owner, and further provided that no notice is required should the breach create an emergency or interfere with use of a Commercial Lot. All expenses required to cure the breach shall be paid by the defaulting Commercial Lot owner to the curing party within thirty (30) days after its receipt of written evidence confirming the payment of such expenses. Notwithstanding the foregoing, if any nonfinancial default hereunder cannot be remedied within thirty (30) days after notice of default, then the defaulting party shall have such additional time as shall be reasonably necessary to remedy such default, provided that the cure of such default is commenced within said period of thirty (30) days and thereafter diligently and continuously prosecuted to completion without interruption.

**SECTION 8.2.** Any sum required to be paid under this Declaration and which remains unpaid beyond its due date shall bear interest at a rate equal to four percent (4%) in excess of the prime rate charged then by Bank of America, N.A, or any successor thereto, or at the highest annual

interest rate allowed by law, whichever is less, from the due date thereof until paid, and shall be secured by a lien in favor of Declarant on the Commercial Lot of the owner in default and may be perfected in accordance with the laws of the State of Missouri, provided that such lien shall be subordinate to any mortgage, deed of trust or other financial encumbrance on the Commercial Lot of the owner in default. Such lien shall be enforceable by Declarant by judicial foreclosure or by power of sale without judicial foreclosure in the same manner, and according to the same laws, as powers of sale under deeds of trust in the State of Missouri.

**SECTION 8.3.** In the event of litigation by reason of this Declaration, the prevailing party in such litigation shall be entitled to recover reasonable attorneys' fees in addition to all other expenses incurred in such litigation.

## **ARTICLE 9**

### **ENVIRONMENTAL COMPLIANCE**

**SECTION 9.1.** Each Commercial Lot owner agrees to (a) comply with all governmental laws, rules or regulations related to the use, storage, treatment, transportation, removal, or disposal of Hazardous Materials (as defined below); (b) give notice to Declarant and other Commercial Lot owners immediately upon acquiring knowledge of any Hazardous Materials Contamination (as defined below) with a full description thereof, and (c) promptly, at such Commercial Lot owner's sole cost and expense, comply with any governmental laws, rules or regulations requiring the removal, treatment or disposal of such Hazardous Materials or Hazardous Materials Contamination and provide the other Commercial Lot owners with satisfactory evidence of such compliance.

**SECTION 9.2.** Each Commercial Lot owner shall defend, indemnify, and hold harmless the other Commercial Lot owner(s) and Declarant from and against any and all liabilities (including strict liability), suits, actions, claims, demands, penalties, damages (including, without limitation, interest, penalties, fines and monetary sanctions), losses, costs, or expenses (including, without limitation, consultants' fees, investigation and laboratory fees, reasonable attorneys' fees, and remedial costs) the foregoing are hereinafter collectively referred to as "Liabilities") which may now or in the future be incurred or suffered by the Declarant or other Commercial Lot owner(s) by reason of, resulting from, in connection with, or arising in any manner whatsoever out of the breach of any covenant of a Commercial Lot owner contained in or referred to in this Article 9 or which may be asserted as a direct or indirect result of the presence on or under, or escape, seepage, leakage, spillage, discharge, emission, or release from the Commercial Lot owner's Commercial Lot of any Hazardous Materials or any Hazardous Materials Contamination, or arise out of or result from the environmental condition of the Commercial Lot owner's Commercial Lot, whether or not occasioned wholly or in part by any condition, accident or event caused by any act or omission of the Commercial Lot owner. The foregoing obligation on the part of Declarant to indemnify the other Commercial Lot owners shall not apply to Declarant as a Commercial Lot owner with respect to any unimproved Commercial Lot or Commercial Lots.

**SECTION 9.3.** As used in this Article 9 the term "Hazardous Materials" shall mean (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901) as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), as amended from time to time, and regulations promulgated thereunder; (c) asbestos; (d) polychlorinated biphenyl's; (e) any substance the presence of which on a Commercial Lot is prohibited by any governmental law, rule or regulation; (f) any petroleum-based products stored or used other than in compliance with governmental laws, rules or regulations; (g) underground storage tanks not in compliance with governmental laws, rules or regulations; and (h) any other substance which by any governmental

law, rule or regulation requires special handling in its collection, storage, treatment or disposal. As used in this Article 9 the term "Hazardous Materials Contamination" shall mean the contamination (whether presently existing or hereafter occurring) of a Commercial Lot's facilities, soil, ground water, air or other elements on or of a Commercial Lot by Hazardous Materials, or the contamination of the buildings, facilities, soil, ground water, air or other elements on or of any other real property as a result of Hazardous Materials at any time (whether before or after the date of this Agreement) emanating from a Commercial Lot.

## **ARTICLE 10** **MISCELLANEOUS PROVISIONS**

**SECTION 10.1.** This Declaration shall not create an association, partnership, joint venture or a principal and agent relationship between the owners of the Commercial Lots, or Declarant, or their tenants or licensees.

**SECTION 10.2.** No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provision set forth herein.

**SECTION 10.3** To the extent the invalidity of any provision of this Declaration does not affect the basic intent of this Declaration, should any provision hereof be declared invalid by a legislative, administrative or judicial body of competent jurisdiction, the other provisions hereof shall remain in full force and effect and shall be unaffected by same.

**SECTION 10.4.** All notices and approvals required or permitted under this Declaration shall be served by certified mail, return receipt requested, to a party at the last known address of its principal place of business. Date of service of notice or approval shall be the date on which such notice or approval is deposited in a Post Office of the United States Postal Service or any successor governmental agency. Should a Commercial Lot be subdivided by separate ownership, the party who owns the largest portion thereof is irrevocably appointed attorney-in-fact for all parties who may own an interest in the Commercial Lot to receive all notices and to render all approvals hereunder, which receipt of notices and delivery of approvals shall be binding on such parties.

**SECTION 10.5.** All of the provisions hereof shall run with the land in perpetuity and shall be binding on Declarant, the Commercial Lot owners and their successors and assigns. As used herein "dominant" real estate or "dominant" Lot, or similar references, mean and refer to the real estate that is benefited by and/or enjoys the use of easements, restrictions and/or similar rights or obligations on, upon, over and across other "servient" real estate. As used herein "servient" real estate or "servient" Lot, or similar references, mean and refer to the real estate that is burdened by, encumbered by and/or subject to easements, restrictions and/or similar rights or obligations for the use and benefit of other "dominant" real estate.

**SECTION 10.6.** This Declaration contains the entire undertaking of Declarant and there are no other terms, express or implied, except as contained herein.

**SECTION 10.7.** Each Commercial Lot owner shall be excused from performing any covenant or obligation under this Declaration while and for so long as the performance of the obligation is prevented, delayed or otherwise hindered by acts of God, fire, earthquake, floods, explosion, actions of the elements, war, riots, mob violence, inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lock-outs, actions of labor Unions, condemnation court orders, laws, ordinances, governmental regulations, or orders of governmental or military authorities or any other cause, whether similar or dissimilar to the foregoing, not within the control of the Commercial Lot owner which has the

obligation to perform (other than lack of or inability to procure monies to fulfill its commitments and obligations under this Declaration or inability to procure and supply evidence of insurance).

**SECTION 10.8.** No default under this Declaration shall entitle any of the Commercial Lot owners to cancel or otherwise rescind this Declaration, provided, however, that this limitation shall not affect any of the rights or remedies that such Commercial Lot owner may have by reason of any default hereunder.

**SECTION 10.9.** In the event of any violation, or threatened violation, of any of the provisions of this Declaration by any Commercial Lot owner, any other Commercial Lot owner and Declarant shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation.

**SECTION 10.10 - Additional Property.** So long as Declarant owns at least one (1) of the Commercial Lots, then the Declarant, its successors, or assigns, shall have the right in its sole discretion to amend this Declaration to add additional real estate now or hereafter owned by Declarant to the Commercial Development under this Declaration, and to subject to the terms of this Declaration such additional real estate now or hereafter owned by Declarant. Declarant further reserves the right to file additional plats, amended plats and/or boundary adjustment plats to reflect any such additions of real estate to the Commercial Development under this Declaration. The additions of additional real estate to the Commercial Development under this Declaration authorized by this Section 10.10 shall be made by executing and filing of record in the Christian County Real Estate Records an amendment instrument and/or a plat executed by Declarant which shall extend this Declaration to such additional real estate. Said instrument or plat may contain such complementary additions to, amendments of and modifications of this Declaration as may be necessary to reflect the different character, if any, of the added real estate and as are not inconsistent with the scheme of this Declaration. Declarant shall have the authority to execute and deliver any and all documents and instruments necessary to effectuate the foregoing. When, as and if Declarant adds other real estate to the Commercial Development under this Declaration, the terms "Commercial Development", "Commercial Lot(s)" and "Record Plat" as used herein thence shall include such additional real estate so added by Declarant to the Commercial Development under this Declaration. Declarant shall be under no obligation pursuant to this Section 10.10 to add any additional real estate to the Commercial Development under this Declaration.

**SECTION 10.11 - Amendment.** So long as the Declarant owns all of the Commercial Lots, this Declaration may be terminated, rescinded, amended, or modified, in whole or in part, by the Declarant, in the sole and absolute discretion of the Declarant, by recording any appropriate instrument in the Christian County, Missouri land records. If the Declarant no longer owns all of the Commercial Lots, then this Declaration may be terminated or rescinded only with the approval of all owners of the Commercial Lots and Declarant. A modification or amendment to this Declaration may be made with two-thirds (2/3rds) written approval of the Commercial Lot owners (measured with the numerator being the area of the Commercial Lots owned by the approving party or parties, and the denominator being the total area of all Commercial Lots) filing an amendment of this Declaration in the Christian County, Missouri land records, provided that, if the Declarant is not the owner of all of the Commercial Lots, the consent of the owner of a Commercial Lot shall be required should such modification or amendment: (a) further restrict any use permitted upon such Commercial Lot; or (b) modify or eliminate the easement rights benefiting, appurtenant to or burdening such Commercial Lot as granted in Article 2 hereof. No modification or amendment may modify or eliminate the easement rights benefiting or appurtenant to the Adjacent Residential Development as granted in Article 2 hereof, without the written approval of the owners of the Adjacent Residential Development. No modification or amendment by the Declarant granting increased rights or privileges to the owner of a Commercial Lot, or relaxing or waiving the herein contained restrictions against said Commercial Lot, shall require the consent of the owners of the other Commercial Lots. Declarant

may (by subdivision, re-platting and/or boundary adjustment plats of Commercial Lots owned by the Declarant), (1) create additional Commercial Lots upon the Commercial Lots (herein called "Additional Lots"), and/or (2) change the dimensions of an existing Commercial Lot(s) (if the Declarant owns all of the real property re-described by such alteration), so long as such alteration does not prohibit continuous and unobstructed use in common with others, in, over, upon and across the Common Areas for purposes of ingress and egress. Upon alteration of a Commercial Lot or creation of an Additional Lot, this Declaration shall be unilaterally amended by the Declarant, whereupon any Additional Lot(s) thus created or the existing Commercial Lot(s) as to which the dimensions are changed shall become a "Commercial Lot" hereunder and shall be subject to the terms and conditions hereof. The owner(s) of any Commercial Lots owned by persons other than Declarant may (by subdivision, re-platting and/or boundary adjustment plats of Commercial Lots owned by such owners): (A) create Additional Lots upon the Commercial Lots owned by such owners, and/or (B) change the dimensions of an existing Commercial Lot(s) owned by such owners, but only upon the prior written consent and approval of the Declarant, which approval shall not be unreasonably withheld, conditioned or delayed, so long as such alteration does not prohibit continuous and unobstructed use in common with others, in, over, upon and across the Common Areas for purposes of ingress and egress. The Declarant shall join in and execute the applicable subdivision and/or boundary adjustment plats, in order to evidence the Declarant's consent and approval. Upon the recording of the applicable subdivision and/or boundary adjustment plats, the Declarant and the applicable owners shall execute and record an amendment to this Declaration whereupon any Additional Lot(s) thus created or the existing Commercial Lot(s) as to which the dimensions are changed shall become a "Commercial Lot" hereunder and shall be subject to the terms and conditions hereof. Notwithstanding anything to the contrary contained in this Section 10.11, the curb cuts and other areas of access from one Commercial Lot to another Commercial Lot as shown on the Record Plat may be modified, from time-to-time, only with the prior written consent of the Declarant and the then owner of the Commercial Lot(s) into and from which such curb cuts and/or such other area of access provide ingress and egress.

**SECTION 10.12.** The right of Declarant to grant or withhold its consent to any matter as provided herein, or any other right of Declarant provided herein, shall be exercised by the Declarant only for so long as Declarant, any affiliate of Declarant or its successors or assigns, has a legal, equitable or leasehold interest in any Commercial Lot, or in any of the Adjacent Residential Development. At such time as the Declarant, any affiliate of Declarant or its successors or assigns, no longer has a legal, equitable or leasehold Interest in any Commercial Lot, or any of the Adjacent Residential Development, then and thereafter the right of Declarant to grant or withhold its consent to any matter as provided herein, and any other rights of Declarant provided herein, shall be exercised by written approval of two-thirds (2/3rds) of the then Commercial Lot owners (measured with the numerator being the area of the Commercial Lots owned by the approving party or parties, and the denominator being the total area of all Commercial Lots).

**SECTION 10.13.** Pursuant to a recorded instrument of assignment, the Declarant may assign its "Declarant" interest herein to a successor owner of a Commercial Lot, or to a successor owner of any portion of the Adjacent Residential Development. The term "Declarant" as used herein shall also refer to Declarant's designee, successors, and assigns. Upon assignment of its "Declarant" interest herein to a successor owner of a Commercial Lot, or to a successor owner of any portion of the Adjacent Residential Development, the initial Declarant, CHRISTIAN COUNTY, MISSOURI, shall have no further responsibility or liability hereunder.

**SECTION 10.14** This Declaration shall be binding upon and shall inure to the benefit of Declarant, and all persons owning or deriving any right, title, or interest in and to the Commercial Lots by, through or under Declarant or its successors in title; and shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day first set forth above.

DECLARANT:

CHRISTIAN COUNTY, MISSOURI,  
a political subdivision of the State of Missouri

\_\_\_\_\_  
Lynn Morris, Presiding Commissioner                      Date

\_\_\_\_\_  
Bradley A. Jackson, Eastern Commissioner                      Date

\_\_\_\_\_  
Johnny Williams, Western Commissioner                      Date

Attest:

\_\_\_\_\_  
Christian County Clerk

31 March 2025  
County Commission of Christian County, Missouri  
100 West Church Street  
Ozark, MO 65721

Dear Commissioners:

The following information supplements the attached petition. Should the commissioners approve vacating the rights of way bisecting the properties of Susan F. Spence and Stephen J. and Patricia A. Hobbs, these property owners intend to install a gate to eliminate through traffic. The Woodland Park, Kerr, and Holder Road neighbors will be allowed access.

Petitioners are aware of and have investigated maintaining access to important services such as emergency medical and fire. A representative of the Emergency Medical Services of Christian County, when specifically asked whether their services would be hindered if Holder Road was not a through road, and understanding the property locations, stated that Holder Road is served by emergency medical services from Clever and Republic who are expected to be in various places throughout their area of responsibility, not just at their station houses. He said that since they would be able to access Holder Road from either end (ZZ or 14), their response time would not be hindered.

The fire districts have in place a mutual aid agreement. For any fire location, two or three different fire departments may respond, and would require quick access through Holder Road to reach their dispatched locations. Emergency access to the gate will be installed. Both Christian County and Republic use the Knox system of products, which petitioners have investigated. Petitioners understand there are requirements for access initiation and annual checks, and would do all in their power to meet the requirements.

The process of gathering these signatures for the petition has been eye-opening: numerous residents related their stories of experiencing hazardous conditions because of the inadequacy of our residential country road to handle the overburden of traffic, especially speeding vehicles, semis, and other large or multi-axled vehicles. Every day, residents attempting to turn into their driveway or road have been nearly hit by drivers travelling too fast for the conditions; having to cross the road at a place of low visibility to oncoming traffic to reach a mailbox; mailboxes being clipped by careless drivers; owning a home for a short time only to discover that the children in the home cannot even play outside due to unpredictable traffic behavior; residents deal with

drivers yelling at them as they walk down their road, some of the drivers even swerving to come as close to the pedestrian as they can and some even stating [contrary to law] that it is illegal for people to walk on the road; residents must constantly clean up the trash accumulating on their properties on to where it is tossed by cut-through drivers because of the ease of discarding things in this remote area. These items often include drug paraphernalia, alcohol bottles and cans (sometimes full), stolen property, and construction and other hazardous materials. All of these things negatively affect the quality of life of the folks in our neighborhood.

Although these circumstances are very concerning to nearly all residents of the Holder Road neighborhood, they acutely affect the petitioners who own the properties through which the road runs.

Susan F. Spence

Stephen J. and Patricia A. Hobbs

## Petition to Vacate a Portion of Holder Road

**Road:** the part of Holder Road currently held by the county as rights of way through the private properties of Susan F. Spence and Stephen J. and Patricia A. Hobbs in section 12, township 27 N, Range 20 W.

STATE OF MISSOURI        }  
                                      } ss.       CHRISTIAN COUNTY COMMISSION, 2025  
COUNTY OF CHRISTIAN }

The undersigned petitioners hereby request that the Christian County Commission vacate a portion of Holder Road, located in Lincoln Township, which is currently held by the county as rights of way through the private properties of Susan F. Spence (SW  $\frac{1}{4}$ , NW  $\frac{1}{4}$ ) and Stephen J. and Patricia A. Hobbs (NW  $\frac{1}{4}$ , SW  $\frac{1}{4}$ ) in section 12, township 27 N, range 20 W. See attached image on the last page. The petitioners state the following:

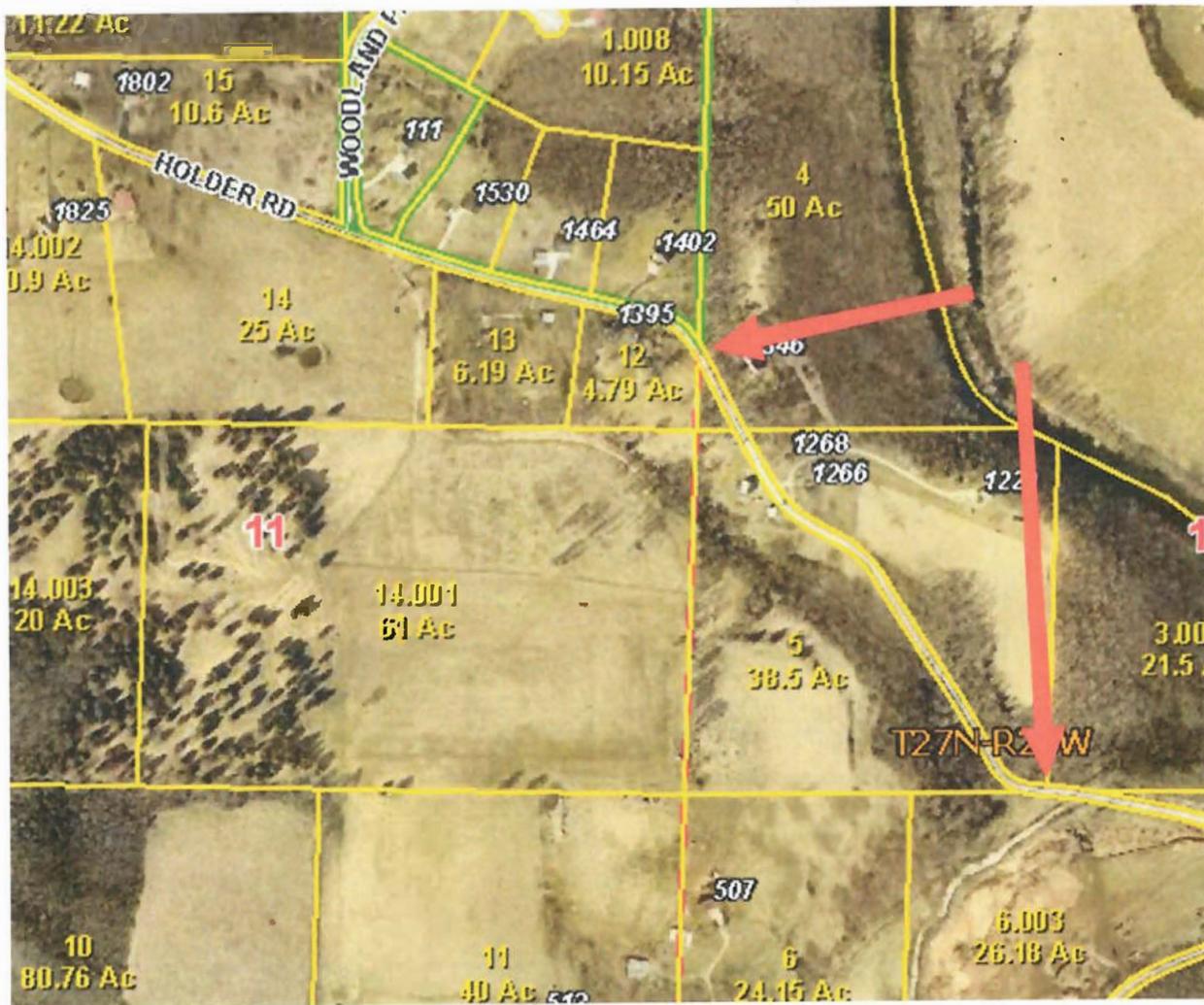
1. This section of the road was paved without the consent of the affected property owners who remain the owners to this day. The county's paving of the road and otherwise implementing practices required by road safety standards have made the conditions more favorable to car traffic to the detriment of the safety of the residents: the numbers and sizes of vehicles on the road have greatly increased, as well as their speed, often greatly above the posted speed limit, causing unsafe conditions for the residents.
2. The sheriff has improved deputy visibility on the road in order to slow traffic, but this has been largely ineffective. Coverage of greater consistency, which we have observed to have a positive effect, would require increased regular assignment of deputies to this road. Sheriff Cole has indicated that we have the highest deputy coverage in the county and greater coverage is not likely to be provided given the manpower limitations.
3. This section of Holder running through private property has been identified by the county as the most dangerous section because of curves in the road decreasing visibility and tree growth which requires, in the county's opinion, continued maintenance in order to meet road safety standards. Once the right of way is vacated and returned to the owners, this work would be unnecessary, thereby saving the county these expenses.
4. Area residents recognize that this section is unsafe for pedestrian traffic, and drivers have complained about people walking on the road creating dangerous conditions. Cut-through drivers chastise the residents of this neighborhood for walking on the road. This doesn't even address conditions limiting livestock transfer from one portion of the property to another because the traffic intervenes.

5. Holder Road as a whole is not well-suited for heavy traffic and little can be done to reconcile the competing interests of the ever-increasing cut-through commuter traffic with the rights of the road's residents. At least two of the alternate routes are highways designed to carry vehicles of greater weight and length.
6. Alternate, safer routes are numerous. No one would be prevented from reaching their destinations if Holder Road were no longer a through road. The only advantage to any driver is the miniscule amount of time saved. Officially designating the road closed to through traffic will cause mapping utilities to redirect traffic to the safer alternate routes.
7. At most, blocking a portion of Holder Road to through traffic will be an inconvenience to some who will have to drive a slightly longer route. For the residents of the neighborhood of Holder Road, the current road conditions are not only inconvenient, but are also hazardous.
8. Vacating this section of the road would return it to private property and would eliminate through traffic. Complaints to the county regarding activity along the entire road would diminish by virtue of the fact that fewer cars would be utilizing the road, thereby leading to fewer accidents; lack of easy access for trash dumping would eliminate calls for trash pickup from the county; we would not require county assistance for tree removal, tree trimming, or road surface maintenance thereby saving the county that continuing expense.

RSMo. Section 228.110.4 states that "any 12 residents of the township or townships through which a road runs may make application of any such road or part of the same as useless, and the repairing of the same an unreasonable burden upon the district or districts."

Below are the signatures of at least 12 residents of Lincoln Township requesting that the county rights of way through the properties of Susan F. Spence and Stephen J. and Patricia A. Hobbs be vacated since it does not serve the public welfare and causes an undue financial burden on the county.

I Patricia A. Hobbs certify that the signatures above were obtained by me for the purpose stated in the attached petition.  
Patricia A. Hobbs 30 mardr 2025



## Certificate of Service

I hereby certify that on the 31<sup>st</sup> March 2025, the foregoing petition and addendum were submitted to the office of the County Commissioners of Christian County, Missouri, at 100 W Church St., Room 100, Ozark, MO 65721.

Patricia A. Hobbs

Patricia A. Hobbs

Received 3/31/25 10:22 AM

**NOTICE IS HEREBY GIVEN THAT THE CHRISTIAN COUNTY PLANNING AND ZONING COMMISSION will hold a public hearing on Monday, March 17, 2025, at 6:00 p.m. at 1106 W. Jackson Street, Ozark, Missouri. Unless tabled or withdrawn, this case will be heard by the Christian County Commission at 10:00 a.m. on Thursday, April 3, 2025. Information may be examined at the Planning and Development Office, 1106 W. Jackson Street, Ozark, Missouri, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday (417) 581-7242.**

**CASE NUMBER 2025-0033**

**APPLICANT: LUCAS LAND LLC**

**PETITION: PROPOSED REZONING OF +/- 9.06 ACRES WITHIN PARCEL  
FROM A-1 (AGRICULTURAL) TO A-R (AGRICULTURAL  
RESIDENTIAL)**

**LOCATION: 2914 LAMBETH ROAD, BILLINGS, MO 65610**

**LEGAL:**

**TRACT 1:** ALL THAT PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 32, TOWNSHIP 27 NORTH, RANGE 24 WEST, CHRISTIAN COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING FROM A FOUND IRON PIN AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE S88°23'20"E ALONG THE NORTH LINE THEREOF, 25.00 FEET TO A SET IRON PIN AND THE POINT OF BEGINNING; THENCE CONTINUING S88°23'20"E, 1310.50 FEET TO A FOUND IRON PIN AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE S01°24'46"W ALONG THE EAST LINE THEREOF, 301.16 FEET TO A SET IRON PIN; THENCE N88°23'20"W, 1309.62 FEET TO A SET IRON PIN; THENCE N01°14'41"E, 301.16 FEET TO THE POINT OF BEGINNING. CONTAINING 9.06 ACRES MORE OR LESS. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD OR FACT.

**ADDITIONAL RIGHT-OF-WAY:** ALL THAT PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 32, TOWNSHIP 27 NORTH, RANGE 24 WEST, CHRISTIAN COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING FROM A FOUND IRON PIN AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE S88°23'20"E ALONG THE NORTH LIEN THEREOF, 25.00 FEET TO A SET IRON PIN; THENCE S01°14'41"W, 301.16 FEET TO A SET IRON PIN; THENCE N88°23'20"W, 25.00 FEET TO A SET COTTON SPINDLE ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE N01°14'41"E ALONG SAID WEST LINE, 301.16 FEET TO THE POINT OF BEGINNING.

**SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD, IF ANY.**

**Scott Hayes, Executive Secretary  
Christian County Planning and Zoning Commission**



# Christian County Planning & Zoning Commission Recommendation Staff Report

**DATE:** April 3, 2025

**CASE NUMBER:** 2025-0033

**APPLICANTS:** Lucas Land LLC / John & Philip Boyd

**LOCATION:** 2419 Lambeth Rd, Marionville

**REQUEST:** Change zoning classification of this property to A-R (Agricultural Residence District)

**CURRENT ZONING:** A-1 (Agriculture District)

**CURRENT LAND USE:** Single-Family Residential

**SURROUNDING ZONING:** North: A-1                      East: A-1  
South: A-1                                  West: A-1

**SURROUNDING LAND USES:** Surrounding land uses include single family residential and agricultural on all sides.

**ATTACHMENTS:**

1. Application
2. Site Maps
3. Photos of Site
4. Public Comment Letter

**PROJECT DESCRIPTION:**

The applicant proposes the change in zoning classification for a 9.2+/- acre tract in the county to A-R in order that it can be lawfully developed and utilized as a location for a future primary use, which would be acceptable within the A-R district.

**BACKGROUND AND SITE HISTORY:**

The property being considered has been used as a single-family residence since the 1970's. Otherwise it has been a vacant field / farm land.

## PLANNING/LAND USE ANALYSIS:

### *Land Use Plan:*

Christian County's future land use plan shows this tract appropriate for Dispersed Residential and agricultural uses.

### *Compatibility:*

The subject parcel is located adjacent to other single family residential, and agricultural uses.

### *Connectivity:*

The subject property has frontage along Lambeth Rd near the County line with Stone County. Highway 265 is directly to the south of the property along the County line.

## PROJECT/SITE ANALYSIS:

### *Landscaping and Buffering:*

No specific provisions for landscaping or buffering have been offered or will be required at this time.

### *Building Design:*

Any new construction would be subject to permitting by the Building Inspections Department.

### *Access:*

The parcel has existing access to Lambeth Rd and any change or new access requests would be handled by the Billings Special Road District.

### *Utility Services:*

There are no known public utilities at this location besides electric.

**ENVIRONMENTAL ANALYSIS:**

*Stormwater Impact:*

There are no expected stormwater impacts due to rezoning.

*Groundwater Impact:*

None anticipated at this time due to rezoning.

*Floodplain/Sinkhole Impacts:*

There is no mapped floodplain or sinkhole on the property.

**TRANSPORTATION ANALYSIS:**

*Traffic Impact:*

There are no expected traffic impacts due to the rezoning.

**PUBLIC COMMENTS:**

At the hearing for this item the applicant spoke to the possibility of renovating the existing single family residential structure and listing the property for sale and having the option to potentially subdivide the tract smaller for additional housing.

Our office did receive one letter from a nearby resident who stated they are not in favor of the rezoning and listed concerns of additional loss of farmland in the County as well as a discontinuity between existing land uses and zoning and the proposed request and potential development that may bring. A copy of the email is attached to this report for your review.

**RECOMMENDATIONS:**

At the March 17<sup>th</sup> Planning and Zoning hearing for this item the Commission heard the facts of the case in addition to the provided public input and forwarded a unanimous recommendation of approval for this request.



Scott Hayes  
Executive Secretary  
Christian County Planning and Zoning Commission



**County of Christian**  
 Planning and Development  
 1106 W. Jackson St.  
 Ozark, MO 65721

Case Number: 2025-0033  
 Date Received: 2-14-25  
 Received By: Slee  
 Fee Paid: 1050  
 Receipt # 121128 Check # 1060

**APPLICATION**

**PROPERTY OWNER / REPRESENTATIVE INFORMATION**

Owner's Name John Boyd  
 Owner's Address P.O. Box 215 Marionville MO 65705  
 Phone Number 417-224-3852 Fax # \_\_\_\_\_ Email Jboyd@alpinecabinet  
 Representative's Name Philip Boyd  
 Representative's Address 23847 Hwy 174 Marionville MO 65705  
 Phone Number 224-1447 Fax # \_\_\_\_\_ Email Pboyd@alpinecabinet  
 Representative's Signature [Signature]

**TYPE OF REQUEST**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Rezoning            | <input type="checkbox"/> Amendment to PUD # _____         |
| <input type="checkbox"/> Conditional Use Permit (CUP)   | <input type="checkbox"/> Variance                         |
| <input type="checkbox"/> Amendment to CUP # _____       | <input type="checkbox"/> Appeal                           |
| <input type="checkbox"/> Planned Unit Development (PUD) | <input type="checkbox"/> Vacation (Subdivision, Road etc) |

**PROPERTY INFORMATION**

Parcel Number 08093200000009004 Section 32 Township 27 Range 24  
 Address / Location of Property 2914 Billings mo  
 Acreage Being Considered for Request 9.2 Existing Zoning A1  
 Existing Land Use hobby farm/housing  
 On-Site Wastewater System well x 2 Public Sewer Provider Septic

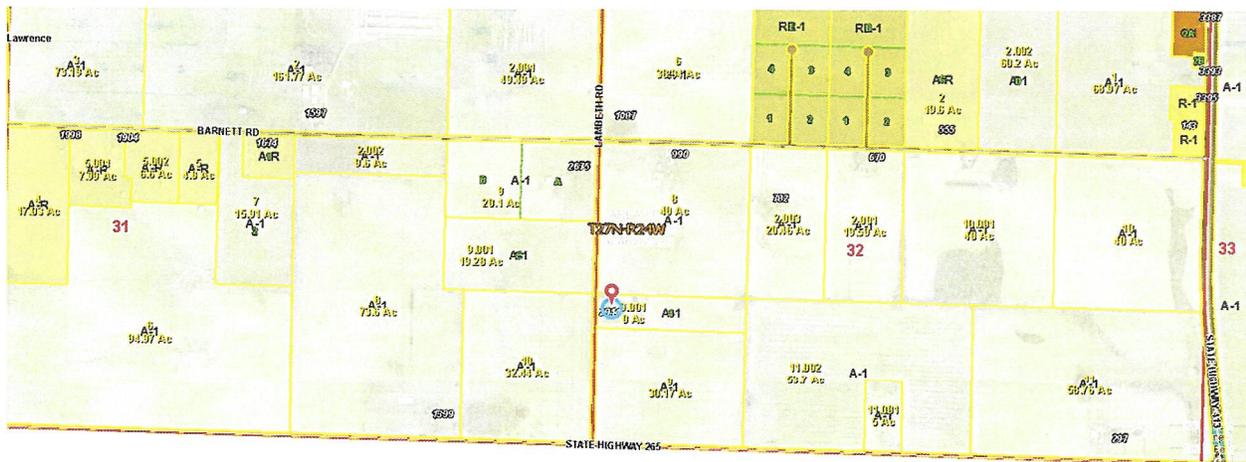
**EXISTING OR PROPOSED WATER SUPPLY**

On-Site Well  Shared Well   
 How many people serviced by Shared Well 0  
 Public Provider \_\_\_\_\_

Maps for Case # 2025-0033



Stone



Stone

