



Christian County Planning & Development Dept. Road Determination Request

DATE: September 3, 2026

CASE NUMBER: 2023-0114

APPLICANTS: Rogers LLC

LOCATION: 1074 E. County Line Rd., Ozark

REQUEST: Approval of private streets as required by the Christian County Road and Access Standards

DOCUMENTS ON FILE:

1. Proposed plat for Crystal Estates
2. Relevant section of Proposed Protective Covenants and Restrictions
3. Site Maps

PROJECT DESCRIPTION:

Crystal Estates was originally platted in August of 2000. The initial plat covered 60.34 +/- acres with ROW indicated for the placement of internal roads. For the next 20+ years the development was relatively dormant, and the internal roads were never developed. The property changed ownership multiple times with the current owner, Rogers, LLC acquiring the development on 4/11/2022. The applicant wishes to complete the development by reconfiguring and finishing roads. The request is to allow the internal roads to remain private with responsibility for maintenance remaining with the property owners within the development.

The lots not directly connecting to the internal roads gain access via easements from the new roads which are compliant with our regulations.

Compliance with the Christian County Road and Access Standards:

All but five of the lots in this proposed subdivision will be accessed via direct connection to new internal roads which are intended to remain private according to the developer. Section 6 of the Christian County Road and Access Standards addresses the issue of private roads as follows:

A. Private Streets

1. *Private streets shall be permitted only with the approval of the Planning and Zoning Commission and the County Commission.*
2. *Where private streets are permitted, the restrictive covenants must contain provisions to assure maintenance of the streets, sidewalks, and other common improvements. Restrictive covenants must be approved by the office of the Christian County Counselor and must be recorded with the final plat.*
3. *Only local streets may be designated as private streets.*
4. *Private streets shall be constructed in accordance with the Christian County Road and Access Standards. Any private street located within an ingress / egress / utility and drainage easement shall have the same width as the right-of-way provided for local streets in the Christian County Road and Access Standards.*
5. *A sign shall be provided at the connection of the private street with any public street or road to notify the public that the street is privately owned and maintained. Signs shall comply with requirements set forth in the Christian County Road and Access Standards. Signs shall be provided at the developer's expense but shall be installed by the Christian County Highway Department.*

B. Right-of-Way

Private roads must meet the minimum right of way widths set forth in Section 5 – Rights-of-Way Widths.

C. Final Plats

The recorded plat of any subdivision that includes a private road shall clearly state that such road is a private road.

The proposed final amended plat for this development meets these standards.

The Highway Administrator is satisfied that the roads which have been constructed are acceptably built to County specifications.

The CCRs presented have been reviewed by the Christian County Counselor and include additions and changes suggested which pertain to private maintenance of the road and/or any other common areas.

The documentation of this approval process along with the road maintenance provisions within the CCRs for Crystal Estates will serve as a permanent record for any future inquiries regarding the status of these roads as private and the obligation for ongoing maintenance remaining with the various property owners.

STAFF COMMENTS:

Approval of this road as private will bring closure to a project which has gone on for an extremely long period of time. Staff believes the developer has reasonably completed the various requirements needed to reach satisfactory compliance with the County's adopted regulations.

Summary:

The questions seeking resolution at this hearing are:

- Does the Commission grant approval for the road serving the lots in Crystal Estates to remain private?

Approval of this request represents the final step to be completed, allowing for recordation of the amended final plat.



Todd M. Wiesehan,
Executive Secretary
Christian County Planning and Zoning Commission

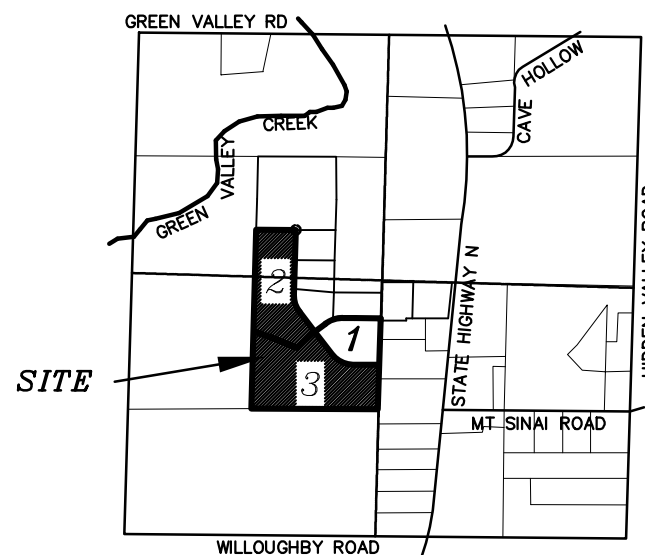
ADMINISTRATIVE REPLAT
OF
CRYSTAL ESTATES THIRD ADDITION
A REPLAT OF LOTS 6, 9, 10 & REMAINDER,
CRYSTAL ESTATES FIRST ADDITION
A SUBDIVISION IN CHRISTIAN COUNTY, MISSOURI

OWNER
ROGERS, LLC
C/O DON ROGERS
4926 E LUELLA ST
SPRINGFIELD, MO 65809
PHONE: (417) 597-2542

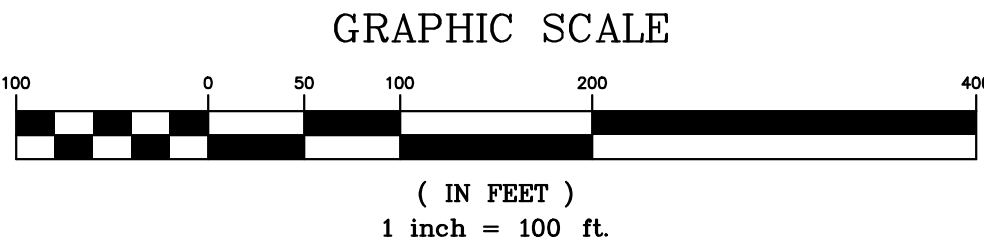
PROPOSED WASTEWATER TREATMENT
INDIVIDUAL SEPTIC TANK & LATERAL FIELD

PROPOSED WATER SUPPLY
INDIVIDUAL PRIVATE WATER WELLS

ELECTRIC SERVICE
EMPIRE DISTRICT ELECTRIC



LOCATION MAP
SECTION 24
TOWNSHIP 27 RANGE 23
APPROX. SCALE: 1"=2000'



LINE	BEARING	DISTANCE
L1	S20°43'32"E	383.84
L2	S16°27'14"E	226.45
L3	S21°51'59"E	184.30
L4	S24°56'03"E	141.46
L5	S35°29'54"E	173.61
L6	S11°41'22"E	62.67
L7	S06°00'32"E	121.30
L8	S00°52'05"W	139.70
L9	S22°01'34"W	29.48

LEGEND	
●	= EXISTING IRON PIN EXCEPT AS NOTED
⊙	= 5/8" IRON PIN SET CAPPED "LS-2670"
△	= RIGHT-OF-WAY MARKER
■	= STONE
⊕	= POWER POLE
⊙	= ANCHOR
⊕	= PHONE RISER
⊙	= WELL
—	= ELECTRIC LINE
—	= TELEPHONE LINE
—	= WIRE FENCE
▨	= CONCRETE
▨	= FLOOD ZONE A
(M)	= MEASURED DIMENSION
(D)	= DEED DIMENSION
(R)	= RECORD DIMENSION

CERTIFICATE OF APPROVAL
I HEREBY CERTIFY THAT THE SUBDIVISION SHOWN ON THIS PLAT HAS BEEN APPROVED BY THE CHRISTIAN COUNTY PLANNING AND ZONING DEPARTMENT.

PLANNING AND ZONING ADMINISTRATOR _____ DATE _____

CERTIFICATE BY COLLECTORS OFFICE
I HEREBY CERTIFY THAT ALL COUNTY TAXES ASSESSED AGAINST THE PROPERTY DESCRIBED HEREON HAVE BEEN PAID.
PARCEL NUMBER: 09-0.6-24-000-000-011.000

TED NICHOLS, CHRISTIAN COUNTY COLLECTOR _____ DATE _____

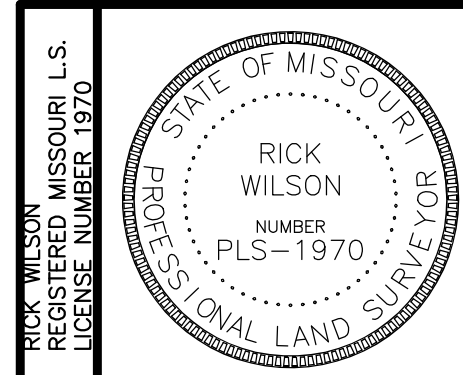
CERTIFICATE OF OWNERSHIP
CERTIFICATE OF OWNERSHIP AND ACKNOWLEDGMENTS
SEE SHEET 2

SURVEYORS DECLARATION
KNOWN ALL MEN BY THESE PRESENTS: THAT I, RICK WILSON, DO HEREBY DECLARE THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN AS SET HEREON WERE PLACED UNDER MY PERSONAL SUPERVISION, THE RESULTS OF SAID SURVEY ARE REPRESENTED ON THIS SURVEY IN ACCORDANCE WITH THE CURRENT "MISSOURI MINIMUM STANDARDS" FOR PROPERTY BOUNDARY SURVEYS AND THE SUBDIVISION REGULATIONS OF CHRISTIAN COUNTY, MISSOURI.

SIGNATURE _____ BY RICK WILSON, LS 1970

PREPARED BY
RICK WILSON P.L.S.

SURVEYING/ENGINEERING/ LAND PLANNING
(417)-844-8068
2003 S. STEWART AVENUE, SUITE 112
Springfield, Missouri 65804
JOB NO.: 2025-106
DRAWING NO.: WD-106-505
DRAWN BY: JV/APW
DATE PREPARED: JANUARY 16, 2026
SHEET 1 OF 2



AMENDED PLAT OF CRYSTAL ESTATES

A-R

LOT 5

SW CORNER LOT 5,
AMENDED PLAT OF CRYSTAL ESTATES
5/8" IP, PLS 2489

S89°34'07"E 413.03'

ROAD EASEMENT

JAMES & LINDA WHITING
BK 2011 PG 2013

NW CORNER LOT 7,
CRYSTAL ESTATES FIRST ADDITION

LOT 7

SE1/4 NW1/4

FIRST ADDITION

PLS 2489

PAYNE

A-1

A-R

LOT 8

ROGERS, LLC
BOOK 2024 PAGE 5619

CRYSTAL ESTATES

A-1

LOT 3-R

A-R

NW1/4 SE1/4

R-1

R-1

CURVE	RADIUS	LENGTH	DELTA	CH BEARING	CH LENGTH
1	281.13'	192.15'	37°58'18"	S17°59'16"E	188.43'
2	275.00'	250.05'	52°05'48"	N63°37'01"W	241.52'

DEVELOPMENT NOTES

Total Area	1,347,237 sq. ft. (30.93 acres)
Total No. of Lots	10
Density	0.32 LOTS/ACRE
Current Zoning	A-R AGRICULTURAL RESIDENTIAL
Proposed Land Use	SINGLE FAMILY HOME SITES
Smallest Lot	Lot 1, 3, 4 & 10 130,680 sq.ft. (3.0 acres)
Largest Lot	Lot 6 157,898 sq.ft. (3.62 acres)
Average Lot Size	134,724 sq.ft. (3.1 acres)
Source of Title	Book 2002 Page 5268
Final Plat Recorded	AMENDED PLAT OF CRYSTAL ESTATES AUGUST 21, 2001
Preliminary Plat	APPROVED JULY 17, 2023

STATE PLANE
COORDINATES (m)

1	N: 132,853.606 E: 419,868.631
2	N: 132,712.694 E: 419,864.453
3	N: 132,714.645 E: 419,462.683

PROPERTY DESCRIPTION

ALL OF LOTS 6, 7, 8, 9 AND 10, AND THE REMAINDER IN CRYSTAL ESTATES FIRST ADDITION, A SUBDIVISION IN CHRISTIAN COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF; SAID TRACT BEING PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE1/4 NW1/4) AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE1/4 SW1/4) ALL BEING IN SECTION 24, TOWNSHIP 27, RANGE 23, CHRISTIAN COUNTY, MISSOURI, AND BEING DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE1/4 SW1/4) IN SECTION 24, TOWNSHIP 27, RANGE 23, CHRISTIAN COUNTY, MISSOURI; THENCE N01°33'57"E ALONG THE WEST LINE OF SAID QUARTER-QUARTER, A DISTANCE OF 1864.55 FEET TO THE SOUTHWEST CORNER OF LOT 5, AMENDED PLAT OF CRYSTAL ESTATES, A SUBDIVISION IN CHRISTIAN COUNTY, MISSOURI; THENCE S89°34'07"E ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 413.03 FEET TO THE NORTHWEST CORNER OF LOT 7, CRYSTAL ESTATES FIRST ADDITION, SAID POINT BEING ON THE CENTERLINE OF A 50 FOOT ROAD EASEMENT; THENCE ALONG THE CENTERLINE OF SAID ROAD EASEMENT, S01°35'35"W, A DISTANCE OF 677.41; THENCE ON A CURVE TO THE LEFT WITH AN ARC LENGTH OF 192.15 FEET, A RADIUS OF 281.13 FEET, A LONG CHORD OF 188.43 FEET, BEARING S17°59'16"E; THENCE S37°34'07"E A DISTANCE OF 260.18 FEET TO THE NORTHWEST CORNER OF LOT 1, CRYSTAL ESTATES SECOND ADDITION, A SUBDIVISION IN CHRISTIAN COUNTY, MISSOURI; THENCE S37°34'07"E, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 294.36 FEET; THENCE ON A CURVE TO THE LEFT WITH AN ARC LENGTH OF 250.05 FEET, A RADIUS OF 275.00 FEET, A LONG CHORD OF 241.52 FEET, BEARING S63°37'01"E; THENCE S89°39'55"E, ALONG THE SOUTH LINE OF LOT 2 OF SAID CRYSTAL ESTATES SECOND ADDITION, A DISTANCE OF 274.12 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, SAID POINT BEING ON THE EAST LINE OF FOREMENTIONED NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE1/4 SW1/4); THENCE S01°42'24"W A DISTANCE OF 462.52 FEET TO THE SOUTHEAST CORNER OF SAID QUARTER-QUARTER; THENCE N89°43'19"W ALONG THE SOUTH LINE OF SAID QUARTER-QUARTER, A DISTANCE OF 1318.16 FEET TO THE POINT OF BEGINNING, CONTAINING 30.9 ACRES.

SUBJECT TO ANY EASEMENTS OF RECORD, AND ANY PART THEREOF TAKEN OR USED FOR ROAD OR HIGHWAY PURPOSES.

BUILDING SETBACKS:

FRONT YARD: 40 FEET FROM ROAD/EASEMENT
SIDE YARD: 25 FEET
REAR YARD: 50 FEET

THE SURVEY SHOWN HEREON WAS PERFORMED TO MEET OR EXCEED THE REQUIREMENTS OF MISSOURI STANDARDS FOR URBAN CLASS PROPERTY.

THE PROPERTY SHOWN HEREON LIES IN A FLOOD ZONE X ACCORDING TO FLOOD INSURANCE MAP 29043C0044D, EFFECTIVE NOVEMBER 2, 2023.

A-1

WILLOUGHBY

Portion of Crystal Estates CCR addressing Road Maintenance

purposes shall be binding upon and insure to the benefit of Developer, Association (if one exists), and Owners, and their successors and assigns.

Section 2: Acceptance of Declaration. Each Owner agrees, by acceptance of a deed or by acquiring any ownership interest in the Property for themselves, their successors and assigns to the Covenants, Conditions and Restrictions and the rules and regulations now or hereafter imposed by this Declaration and doing so thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real Property, covered thereby.

ARTICLE III CRYSTAL VALLEY ESTATES HOMEOWNERS ASSOCIATION, INC.

Section 1: Organization.

a) The Association. The Owners may, but are not required to, form a homeowners association to govern the use of any common areas (if any) and **pay for the common expenses, including snow removal and road maintenance.** In the event that the Owners choose to create a homeowners association, the provisions of this Declaration relating to the Association shall apply, including this Article III, Article IV, and Article V. Upon its future formation, the Association will be a nonprofit corporation organized and existing under the Missouri Nonprofit Corporation Act of the State of Missouri, charged with the duties and invested with the powers prescribed by law and set forth in its Articles of Incorporation, By-Laws, and this amended Declaration. Neither the Articles or Bylaws shall for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Amended Declaration.

b) Board of Directors and Officers. The Affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles and the By-Laws. The first Board of Directors of the Association shall consist solely of Don Rogers, who shall hold office until the first meeting of the Members is held.

Section 2: Powers and Duties of the Association. The Association shall have such rights, powers and duties as set forth in the Articles and By-Laws.

Section 3: Personal Liability. No Member of the Board of Directors, Architectural Committee or any other Committee of the Association, or any officers of the Association shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence unless caused by his or her willful misconduct or gross negligence.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1: Membership. Every Owner, either of a fee or undivided interest, of a Lot which is subject to assessment by the Association (if one exists), shall be a Member of the Association. The foregoing is not intended to include persons or entities that may hold an interest merely as

Portion of Crystal Estates CCR addressing Road Maintenance

security for the performance of an obligation; Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

Section 2: Voting Rights. There shall be two Classes of Members.

a) Class A Member shall be all of those owners of lots, with the exception of Developer, in Crystal Valley Estates subdivision. Each Class member shall be entitled to one vote for each lot the member owns. If more than one person holds such an interest in any lot all such persons shall be members, however, the vote for such lot shall be exercised as such members among themselves agree and if they do not agree, as determined by the Association; but in no event shall more than one vote be cast with respect to any such lot.

b) The Class B Member shall be the Developer and its successors and assigns. The Class B Member shall be entitled to the total number of votes which, when added to the total number of votes number of Class A votes shall equal 60% of the total votes entitled to be cast by the Class A and Class B members together. As an example, if there are 28 Class A votes to be cast, the Class B votes would equal 42.

c) At such time as the Developer or its successors or assigns does not own any of the property, the Class B member shall be terminated and there shall only be Class A members which shall then have 100% of the total votes.

Section 3: Management Rights. Members shall have no rights to manage the business affairs of the Association. The management of the Association is vested entirely in the Board of Directors as set forth in the Articles of Incorporation and By-Laws.

ARTICLE V COVENANT FOR ASSESSMENT

Section 1: Creation of the Lien and Personal Obligations of Assessments.

Each Lot shall be subject to assessments and each Class A Member by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual Assessments; (2) Special Assessments; such assessments to be established and collected by the Board as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall to the full extent permitted by law, be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees shall also be the personal obligation of the person who was the Owner of such property on the effective date of the assessment. No Owner may exempt himself from liability for an assessment by waiver of the use or enjoyment of a service to be provided by or through the Association. The personal obligation for delinquent assessments shall not pass to the successors in title, but, nevertheless, the lien arising by reason of such assessment shall continue to be a charge and lien upon the land as provided herein.

Section 2: Developer Assessments. The Developer is a Class B Member and is not obliged to pay any assessments.

Portion of Crystal Estates CCR addressing Road Maintenance

Section 3: Annual Assessments. In the event that the Class A Members approve an Association, the annual assessments shall be used for the purpose of paying the common expenses authorized by the Association, including road maintenance and snow removal. The Class A Members shall be obligated to pay the annual assessment imposed by the Board to meet the common expenses. Annual assessments shall be as set forth in any Association documentation or authorization. The initial annual assessment shall be \$250 per year and may be adjusted by the Board after January 1, [DATE].

Commented [Unk1]: Suggest an outside date for the \$250 assessment to allow the costs to increase with inflation and avoid special assessments.

Section 6: Payment of Assessment. Payment of any assessment shall be made by the Owner within 30 days of notice of the amount of the assessment, unless another payment date is specified in the notice, and unless expressly otherwise determined by the Board, shall be due in advance of the time when the expenses are payable. Written notice of the assessment shall be sent to every Owner; however, failure to give notice shall in no way be deemed a waiver or forgiveness of the Owner's obligation and will not relieve the Owner of the obligation to pay the assessment.

Section 7: Excess Assessments. Any assessment which exceeds the expense for which it was received shall be retained by the Association for the benefit of the Owners, and may be used by the Association to pay future expenses, or as the Association may otherwise determine.

Section 8: Date of Commencement of Annual Assessments. The annual assessments for each Lot provided for herein shall commence on [DATE] and thereafter shall commence on the date of the first conveyance of said Lot by the Developer to an Owner. The first annual assessment for each lot shall be prorated based on the date it is sold by the Developer.

Section 9: Effect of Nonpayment of Assessment; Remedies of the Association. Each Owner shall be deemed to covenant and agree to pay to the Association the assessments provided for herein specified. In the event Association employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, each Owner agrees to pay all expenses, including costs of collection and reasonable attorney's fees incurred, together with such late charges as provided by the Rules in addition to any other amounts due or any other relief or remedy obtained against said Owner. In the event of a default in payment of any such assessment when due, the assessment shall be deemed delinquent, and shall bear interest at the rate of eighteen percent (18%) per annum, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or in equity, or, without any limitation by the foregoing, by either or both of the following procedures.

a) Enforcement by Suit. The Board may cause a suit at law to be commenced and maintained in the name of the Association against any Owner to enforce each such assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of eighteen percent (18%) per annum from the date of delinquency, court costs, costs of collection, and reasonable attorney's fees in such amount as the court may adjudge against the delinquent Owner.

Map for Crystal Estates 2026

