

Greene County Commission Briefing  
Commission Office  
1443 N. Robberson  
August 9, 2018, 9:30 a.m.

Present: Donna Barton, Harold Bengsch, Kate Morris, Kevin Barnes, Cindy Stein, Chris Coulter, Tom Barr, Chris Mericle, Cheryl Dawson Spaulding, Lincoln Hough, Bill prince, Jill Randolph, Jeff Scott, Rick Artman, Adam Humphrey, Dan Johnson, Royse Denney, Jeff Bassham, and DeWitte and J.E. Dunn representatives.

Jeff Scott presented orders regarding the Domestic Violence Board fees and a change in the role of the board (Exhibit A). This was an agenda item in July that was tabled so that Office Holders whose offices were involved would be able to attend the discussion. Circuit Clerk Tom Barr asked what the need was for increasing the fees. Scott explained that he received the request from David Cameron, who is chair of the board, on behalf of the board. Cameron did not include an explanation for the request to raise the fees, only that it is what the board voted to do. Commissioner Bengsch suggested the Commission authorize Jeff Scott to go back to David Cameron and request an explanation for why the board wants to increase the fees. Commissioner Hough agreed. Action was delayed until more information comes in.

Highway Department Assistant Director Adam Humphrey presented a request for an emergency procurement contract for a bridge repair. He told the Commission that fire damage from someone lighting wood on fire under the Farm Road Bridge 134 caused extensive damage to its center column in June. He said the structural integrity of the bridge had not yet been compromised, but since the channel is drawing more debris and water damage to the column, preventative work and repair was needed as soon as possible. R&J Warren Construction agreed to do the work, which would be challenging since the wood is still in the way and the column is out in the water. It is estimated to cost \$37,000. Commissioner Bengsch asked what it would cost to replace the entire bridge, should the damage go unfixed and the bridge eventually fall into a state that is not structurally sound. Humphrey said it would cost more than \$1 million. Commissioner Hough made a motion to approve the emergency procurement. Commissioner Bengsch seconded the motion. The motion passed.

Aye: Bengsch, Hough. Nay: None. Absent: Cirtin. Abstain: None.

Highway Director Rick Artman presented several warranty deeds and drainage easement agreements (Ex. B). Commissioner Hough made a motion to approve a warranty deed involving the Coble property. Commissioner Bengsch seconded the motion. The motion passed. Aye: Bengsch, Hough. Nay: None. Absent: Cirtin. Abstain: None.

Commissioner Hough made a motion to approve a drainage easement involving the Priest property. Commissioner Bengsch seconded the motion. The motion passed. Aye: Bengsch, Hough. Nay: None. Absent: Cirtin. Abstain: None.

Commissioner Hough made a motion to approve a warranty deed involving the Cox property. Commissioner Bengsch seconded the motion. The motion passed. Aye: Bengsch, Hough. Nay: None. Absent: Cirtin. Abstain: None.

Commissioner Hough made a motion to approve a warranty deed involving the Palmer property. Commissioner Bengsch seconded the motion. The motion passed. Aye: Bengsch, Hough. Nay: None. Absent: Cirtin. Abstain: None.

Purchasing Director Chris Mericle presented the jail construction manager contract for approval (Ex. C). Mericle recommended DeWitte and J.E. Dunn for this project. Commissioner Hough asked Mericle to give a summary of the recent meetings county staff had with the recommended vendor. Mericle said they went over many items, such as payment terms, payment fees, shipping factors, and insurance. Commissioner Bengsch acknowledged the amount of time and work staff has put in to working on this contract. Lt. Dan Johnson confirmed that the Sheriff's staff is happy with how the request for quotes and request for proposals process went. Auditor Cindy Stein also reviewed the contract and process and agreed with the recommendation. Commissioner Bengsch made a motion to approve the contract as negotiated for the construction manager. Commissioner Hough seconded the motion. The motion passed.

Aye: Bengsch, Hough. Nay: None. Absent: Cirtin. Abstain: None.

Resource Management Director Kevin Barnes gave a department update. He said they recently met with an excavation contractor regarding work at the Wright Auto property and he discussed various logistics of transforming the property into a multifunctional space that will be used during and after jail construction. He said he was also working on the budget and bidding of the future building operations center. Commissioner Bengsch asked if a magnetic roller is being used on the temporary parking area on Boonville to ensure sharp objects won't cause damage to tires. Barnes confirmed that he is in search of an automatic roller but in the meantime is using a manual roller to get the job done. Commissioner Hough asked who is working on the drawings for Wright Auto. Barnes said it is Jennifer Wilson with NForm, who is doing it for free. He said it is a very simple design with minimal features and almost everything will be repurposed.

Chief Juvenile Officer Bill Prince gave a department update. He told them that long-time juvenile officer Larry Edgar would be retiring soon and invited the Commission to the reception. He also told them that they would be receiving a renewal of a Division of Youth Services grant that would result in \$280,000 to be used for Greene County Youth Academy and diversion programs.

Meeting adjourned.

**ORDER OF THE  
GREENE COUNTY COMMISSION  
SPRINGFIELD, MISSOURI**

DATE ISSUED: JUNE 21, 2018

SUBJECT: Authority of Greene County Domestic Violence Board

**WHEREAS**, Section 455.210, RSMo. provides statutory authority for County Commission to designate in an order an appropriate board as the designated authority to administer the allocation and distribution of the funds to shelters for victims of domestic violence in the manner provided in Sections 455.200 to 455.230; and

**WHEREAS**, Sections 455.200 – 455.305, RSMo. are known as Shelters for Victims of Domestic Violence and regulate the administration, applications, requirements, allocation priorities, and reporting requirements for the use of receipts in a special fund to be expended only to provide financial assistance to shelters for victims of domestic violence; and

**WHEREAS**, Greene County currently has a Greene County Domestic Violence Board.

**NOW, THEREFORE, BE IT RESOLVED:** that the Greene County Domestic Violence Board be appointed as the designated authority to administer the allocation and distribution of the funds to shelters for victims of domestic violence in the manner provided in Sections 455.200 to 455.230 and that said board shall establish bylaws and operating policies to comply with Sections 455.200 to 455.230, RSMo.

**GREENE COUNTY COMMISSION**

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Robert Cirtin  
Presiding Commissioner

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Harold Bengsch  
Commissioner 1<sup>st</sup> District

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Lincoln P. Hough  
Commissioner 2<sup>nd</sup> District

**ORDER OF THE  
GREENE COUNTY COMMISSION  
SPRINGFIELD, MISSOURI**

DATE ISSUED: JUNE 21, 2018

SUBJECT: Funding for Domestic Violence Shelters-Marriage License Fees

**WHEREAS**, Section 488.445 (1), et seq. RSMo. Provides statutory authority for the partial funding of domestic violence shelters through the imposition of surcharges and fees upon civil cases filed in Greene County Circuit Court and the issuance of marriage licenses by the Greene County Recorder of Deeds; and

**WHEREAS**, Section 488.445 (2), RSMo. (as amended 2005) permits the County Commission by Order to authorize the Greene County Recorder of Deeds to impose and collect a fee of \$5.00 upon the issuance of a marriage license from the person applying for the license; and

**WHEREAS**, Section 488.445 (3) RSMo. Provides that at the end of each month, the Recorder of Deeds shall file a verified report with the County Commission of the fees collected pursuant to the provisions of 488.445 (2), and upon the filing of the reports the Recorder of Deeds shall forthwith pay over to the County Treasurer all fees collected pursuant to 488.445 (2), further the Greene County Treasurer is authorized pursuant to Section 488.445 (3) RSMo. to deposit all such fees upon receipt in a special fund to be expended only to provide financial assistance to shelters for victims of domestic violence as provided in sections 455.200 to 455.230 RSMo.

**NOW, THEREFORE, BE IT RESOLVED:** that the Greene County Recorder of Deeds be and hereby is authorized to impose and collect upon the issuance of a marriage license a fee of \$5.00, and to disburse all such fees to the Greene County Treasurer who shall upon receipt of said fees deposit same into a special fund to be allocated and distributed by the Greene County Domestic Violence Board to provide financial assistance to shelters for victims of domestic violence in Greene County, Missouri as provided in Sections 455.200 to 455.230 RSMo. This Order supersedes previous orders based on Marriage License Fees and Section 488.445 RSMo. This fee is in addition to the mandatory \$5.00 fee authorized by Section 451.151 RSMo.

**GREENE COUNTY COMMISSION**

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Robert Curtin  
Presiding Commissioner

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Harold Bengsch  
Commissioner 1<sup>st</sup> District

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Lincoln P. Hough  
Commissioner 2<sup>nd</sup> District

**ORDER OF THE  
GREENE COUNTY COMMISSION  
SPRINGFIELD, MISSOURI**

DATE ISSUED: JUNE 21, 2018

SUBJECT: Funding for Domestic Violence Shelters-Civil Case Court Costs

**WHEREAS**, Section 488.445 (1), et seq. RSMo. Provides statutory authority for the partial funding of domestic violence shelters through the imposition of surcharges and fees upon civil cases filed in Greene County Circuit Court and the issuance of marriage licenses by the Greene County Recorder of Deeds; and

**WHEREAS**, Section 488.445 (2), RSMo. (as amended 2005) permits the County Commission by Order to authorize the Greene County Circuit Clerk to impose and collect a surcharge of \$2.00 upon the party who seeks to file a Petition in any civil case in the Circuit Court of Greene County, except those where costs are either waived or paid by the State, County or a Municipality, to be disbursed by the Circuit Clerk in the manner provided by Sections 488.010 to 488.020 RSMo. to the Greene County Treasurer for financial assistance to shelters for battered persons; and

**WHEREAS**, The Greene County Treasurer is authorized pursuant to Section 488.445 (3) RSMo. to deposit all such fees upon receipt in a special fund to be expended only to provide financial assistance to shelters for victims of domestic violence as provided in sections 455.200 to 455.230 RSMo.

**NOW, THEREFORE, BE IT RESOLVED:** that the Greene County Circuit Clerk be and hereby is authorized to impose and collect, as a portion of the total filing fee, upon all petitions filed in any civil case, in the Circuit Court of Greene County, Missouri, a surcharge of \$2.00, except those cases where the costs are either waived or paid by the State, County or a Municipality, and to disburse all such surcharges to the Greene County Treasurer who shall upon receipt of said surcharges deposit same into a special fund to be allocated and distributed by the Greene County Domestic Violence Board to provide financial assistance to shelters for victims of domestic violence in Greene County, Missouri as provided in Sections 455.200 to 455.230 RSMo. This Order supersedes previous orders based on Civil Case Court Costs and Section 488.445 RSMo.

**GREENE COUNTY COMMISSION**

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Robert Cirtin  
Presiding Commissioner

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Harold Bengsch  
Commissioner 1<sup>st</sup> District

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Lincoln P. Hough  
Commissioner 2<sup>nd</sup> District

**ORDER OF THE  
GREENE COUNTY COMMISSION  
SPRINGFIELD, MISSOURI**

DATE ISSUED: JUNE 21, 2018

SUBJECT: Funding for Domestic Violence Shelters-Criminal Case Court Costs

**WHEREAS**, Section 488.607 RSMo. (as amended 2014) permits the County Commission by Order to authorize the Greene County Circuit Clerk to collect a surcharge in the amount of \$4.00 per case for each criminal case, including violations of any County or Municipal Ordinance, in the Circuit Court of Greene County, Missouri, except in any proceeding or Defendant has been dismissed by the Court or when costs are to be paid by the State, County or Municipality; and

**WHEREAS**, such surcharges collected by the Circuit Court Clerk pursuant to Section 488.607 RSMo. shall be collected and disbursed in the manner provided by Sections 488.010 to 488.020, RSMo. to the Greene County Treasurer for financial assistance to shelters for battered persons; and

**WHEREAS**, the Greene County Treasurer is authorized to deposit all such fees upon receipt in a special fund to be expended only to provide financial assistance to shelters for battered persons, as defined in Sections 455.200 to 455.230 RSMo.

**NOW, THEREFORE, BE IT RESOLVED:** that the Greene County Circuit Clerk be and hereby is authorized to collect a surcharge of \$4.00 in each criminal case, including violations of any County or Municipal Ordinance, to be taxed as court costs, except no such surcharge shall be collected in any proceeding when the proceeding or Defendant has been dismissed by the Court or when costs are to be paid by the State, County or Municipality. The Greene County Circuit Clerk shall disburse all such surcharges to the Greene County Treasurer to deposit same into a special fund to be allocated and distributed by the Greene County Domestic Violence Board to provide financial assistance to shelters for battered persons in Greene County, Missouri, as provided in Sections 455.200 to 455.230, RSMo. The imposition the additional surcharge in the amount of \$4.00 per case for each criminal case filed in Greene County Circuit Court shall be construed and is based upon the authority of Section 488.607, RSMo. (as amended 2014). This Order supersedes previous orders based on Criminal Case Court Costs and Section 488.607 RSMo.

**Greene County Commission**

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Robert Cirtin  
Presiding Commissioner

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Harold Bengsch  
Commissioner 1<sup>st</sup> District

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Lincoln P. Hough  
Commissioner 2<sup>nd</sup> District

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### WARRANTY DEED

THIS INDENTURE, made this 24<sup>th</sup> day of July, 2018 by and between **LEWIS E. COBLE and JUDY K. COBLE**, husband and wife, of the County of Greene, State of Missouri, hereinafter called "Grantor," and **GREENE COUNTY, STATE OF MISSOURI**, hereinafter called "Grantee" (mailing address of Grantee: 940 Boonville, Springfield, MO 65802);

**WITNESSETH**, that said Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, to it paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said Grantee, its heirs and assigns, the following described real estate and interests in real estate in the County of Greene, State of Missouri, to-wit:

(See Attachment "A")

**TO HAVE AND TO HOLD** the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said Grantee, and unto its heirs and assigns forever.

Said Grantor hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by it or those under whom it claims and that it will warrant and defend the title to the said premises unto the Grantee and unto its heirs and assigns forever against the lawful claims and demands of all persons whomsoever, except as follows: None.

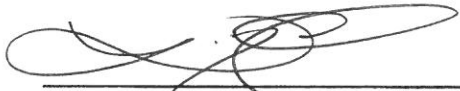
IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

ACCEPTED: Greene County Commission

DATE: \_\_\_\_\_


\_\_\_\_\_  
Robert Cirtin, Presiding Commissioner

  
Harold Bengsch, Commissioner District 1

  
Lincoln Hough, Commissioner District 2

  
Rick Artman, Administrator  
Greene County Highway Department

Grantor:

  
Lewis E. Coble

  
Judy K. Coble



STATE OF MISSOURI )  
COUNTY OF GREENE ) SS.

PERSONAL ACKNOWLEDGMENT

On this 24<sup>th</sup> day of July, in the year 2018, before me, a Notary Public in and for said state, personally appeared Lewis E. Coble, to me known to be the person who executed the foregoing instrument and acknowledged to me that he executed the same for the purposes therein stated.

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

Kim M. Hicks NOTARY PUBLIC

Print Name: Kim M. Hicks

My term of office expires: April 3, 2022

"Notary Seal"

KIM M. HICKS  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Greene County  
My Commission Expires: April 03, 2022  
Commission Number: 14601102

STATE OF MISSOURI )  
COUNTY OF GREENE ) SS.

PERSONAL ACKNOWLEDGMENT

On this 24<sup>th</sup> day of July, in the year 2018, before me, a Notary Public in and for said state, personally appeared Judy K. Coble, to me known to be the person who executed the foregoing instrument and acknowledged to me that 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 Springfield, Missouri the day and year first above written.

Kim M. Hicks NOTARY PUBLIC

Print Name: Kim M. Hicks

My term of office expires: April 3, 2022

"Notary Seal"

KIM M. HICKS  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Greene County  
My Commission Expires: April 03, 2022  
Commission Number: 14601102

ATTACHMENT "A"  
(PAGE 1 OF 2)

TRACT NO. 3

GRANTOR: LEWIS E. COBLE AND JUDY K. COBLE  
(GRANTOR'S DEED FILED AT THE GREENE COUNTY RECORDER'S OFFICE,  
BOOK 2006, PAGE 56896-06)

A PARCEL OF LAND FOR GREENE COUNTY FARM ROAD 17, BEING A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 31 NORTH, RANGE 24 WEST IN GREENE COUNTY, MISSOURI, SAID PARCEL HEREINAFTER DESCRIBED WITH REFERENCE TO THE SURVEYED CENTER LINE OF FARM ROAD 17 FOR THE BRIDGE OVER BURNEY BRANCH REPLACEMENT PROJECT.

THE SURVEYED CENTER LINE OF FARM ROAD 17 IS DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 31 NORTH, RANGE 24 WEST; THENCE S02°05'07"W ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 260.71 FEET; THENCE LEAVING SAID WEST LINE, S87°41'02"E, 6.57 FEET TO A POINT ON THE CENTER LINE OF FARM ROAD 17 AT PROJECT CENTER LINE STATION 3+00 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE S02°18'58"W, 470.00 FEET TO CENTER LINE STATION 7+70 FOR THE POINT OF TERMINATION.

THE PARCEL OF LAND HEREIN CONVEYED IS DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 31 NORTH, RANGE 24 WEST; THENCE S02°05'07"W ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, 270.71 FEET; THENCE CONTINUING S02°05'07"W ALONG SAID EAST LINE, 207.55 FEET TO AN EXISTING RAILROAD SPIKE AT THE NORTHEAST CORNER OF GRANTOR'S LAND, SAID CORNER BEING AT THE CENTER OF BURNEY BRANCH, FOR THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN; THENCE N73°48'37"W ALONG THE CENTER OF BURNEY BRANCH, 55.90 FEET TO A POINT 60 FEET RIGHT OF PROJECT CENTER LINE STATION 4+94.15; THENCE LEAVING THE CENTER OF SAID BRANCH, S02°18'58"W, 20.85 FEET TO A POINT 60 FEET RIGHT OF CENTER LINE STATION 5+15; THENCE S33°42'40"E, 68.01 FEET TO A POINT ON THE EXISTING WEST RIGHT-OF-WAY LINE OF FARM ROAD 17, SAID POINT BEING 20 FEET RIGHT OF CENTER LINE STATION 5+70; THENCE LEAVING SAID EXISTING RIGHT-OF-WAY LINE, S87°41'02"E, 14.52 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE N02°05'07"E ALONG SAID EAST LINE, 62.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,736 SQUARE FEET (0.040 ACRE) OF NEW LAND FOR FARM ROAD 17.

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

ATTACHMENT "A"  
(PAGE 2 OF 2)

AND,

A TEMPORARY CONSTRUCTION EASEMENT, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 20 FEET RIGHT OF PROJECT CENTER LINE STATION 5+70, SAID POINT BEING ON THE EXISTING WEST RIGHT-OF-WAY LINE OF FARM ROAD 17; THENCE NORTHWESTERLY ALONG THE ABOVE-DESCRIBED NEW RIGHT-OF-WAY LINE TO A POINT 60 FEET RIGHT OF CENTER LINE STATION 5+15; THENCE NORTHERLY ALONG SAID NEW RIGHT-OF-WAY LINE TO A POINT AT THE CENTER OF BURNEY BRANCH, SAID POINT BEING 60 FEET RIGHT OF CENTER LINE STATION 4+94.15; THENCE NORTHWESTERLY ALONG THE CENTER OF BURNEY BRANCH TO A POINT 75 FEET RIGHT OF CENTER LINE STATION 4+90.45; THENCE LEAVING SAID BRANCH, SOUTHERLY TO A POINT 75 FEET RIGHT OF CENTER LINE STATION 5+19.88; THENCE SOUTHEASTERLY TO A POINT 35 FEET RIGHT OF CENTER LINE STATION 5+74.88; THENCE SOUTHERLY TO A POINT 35 FEET RIGHT OF CENTER LINE STATION 7+70; THENCE EASTERLY TO A POINT 20 FEET RIGHT OF CENTER LINE STATION 7+70, SAID POINT BEING ON THE EXISTING WEST RIGHT-OF-WAY LINE OF FARM ROAD 17; THENCE NORTHERLY ALONG SAID EXISTING RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

CONTAINING 4,361 SQUARE FEET (0.100 ACRE) OF TEMPORARY CONSTRUCTION EASEMENT.

THE ABOVE-DESCRIBED TEMPORARY CONSTRUCTION EASEMENT SHALL TERMINATE ONE (1) YEAR AFTER COMPLETION OF CONSTRUCTION AND ACCEPTANCE BY THE GRANTEE OF THE FARM ROAD 17 BRIDGE CONSTRUCTION PROJECT.

(END OF DESCRIPTIONS)

Prepared by: Great River Engineering  
For: Greene County, Missouri  
Project No. 3919  
Date: March 21, 2018



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

Land Surveying Corporation Certificate of Authority #2001011476

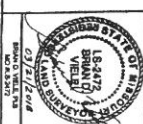


TRACT NUMBER	PROPERTY OWNER(S)	ADDRESS	SOURCE OF TITLE	EXISTING TRACT AREA	NEW RIGHT OF WAY (RWY)	TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)	REMAINING TRACT AREA
①	RICHARD S. SMITH, JR. & MIMI L. SMITH	1121 N. PARM ROAD 23 WALWORTH GROVE, MO 63770	BOOK 1880, PAGE 318	80.00 ACRES	6,448.50 FT. (1.149 ACRES)	7,768.50 FT. (1.178 ACRES)	79.85 ACRES
②	RICHARD M. KOENIGSMAN & STEPHENE KOENIGSMAN	1170 N. PARM ROAD 17 WALWORTH GROVE, MO 63770	BOOK 2002, PAGE 4280/43	17.81 ACRES	3,159.50 FT. (1.072 ACRES)	2,817.50 FT. (1.058 ACRES)	17.79 ACRES
③	LEWIS E. COBLE & JUDY K. COBLE	11650 N. PARM ROAD 17 WALWORTH GROVE, MO 63770	BOOK 2008, PAGE 5698/60	11.40 ACRES	1,736.50 FT. (0.504 ACRES)	4,281.50 FT. (1.100 ACRES)	11.38 ACRES

② RICHARD M. KOENEMANN  
& STEPHENIE KOENEMANN  
BOOK 2003, PAGE 42807-03

① RICHARD S. SMITH, JR.  
& ANITA J. SMITH  
BOOK 1890, PAGE 375

LEWIS E. COBLE & JUDY K. COBLE  
BOOK 2006, PAGE 56896-06



GREENE COUNTY, MISSOURI					
<i>F.R. 17 BRIDGE</i>					
<i>OVER BURNLEY BRANCH</i>					
<i>RIGHT OF WAY</i>					
<i>PLAN</i>					
SAMPLE BY JO NO. 2813	SECTION DRUMME	TOWNSHIP 30T.	RANGE 13S.	COUNTY MO.	DIST. SWERT
-DRAWING PROVIDED-					

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**DRAINAGE EASEMENT**

THIS INDENTURE, made this 23<sup>rd</sup> day of July, 2018, by and between **MICHAEL P. PRIEST and MARGARET PRIEST, husband and wife**, of the County of Greene, State of Missouri, hereinafter called "Grantor" (whether singular or plural), and **GREENE COUNTY, STATE OF MISSOURI**, hereinafter called "Grantee." The mailing address of the Grantee is 940 Boonville Avenue, Springfield, Missouri 65802.

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

(SEE ATTACHMENT "A")

TO HAVE AND TO HOLD the same for use as a drainage way for storm water runoff, and for constructing and maintaining such drainage ways, channels, storm sewers, and storm water detention facilities together with all appurtenances necessary for the proper conveyance or storage of storm water runoff, or for such other purposes hereinabove set out, together with all and singular rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the Grantee.

Said Grantor hereby covenants that no fences, buildings, or other obstructions which would prohibit the passage of storm water will be constructed in said drainage easement; and that no alteration of grades will be made in said easement without the written consent of the Grantee.

Said Grantor further covenants it has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by the said Grantor or those under whom said Grantor claims; and that said Grantor will warrant and defend the title to said premises unto 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.

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

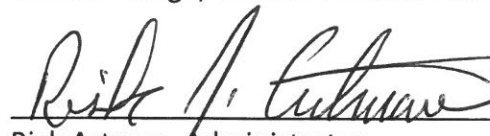
ACCEPTED: Greene County Commission

DATE: \_\_\_\_\_


\_\_\_\_\_  
Robert Cirtin, Presiding Commissioner

  
Harold Bengsch, Assoc. Commissioner District 1

  
Lincoln Hough, Assoc. Commissioner District 2

  
Rick Artman, Administrator  
Greene County Highway Department

Grantor:

  
Michael P. Priest

  
Margaret Priest

STATE OF MISSOURI )  
COUNTY OF GREENE ) SS.

PERSONAL ACKNOWLEDGMENT

On this 23<sup>rd</sup> day of July, in the year 2018, before me, a Notary Public in and for said state, personally appeared Michael P. Priest, to me known to be the person who executed the foregoing instrument and acknowledged to me that he executed the same for the purposes therein stated.

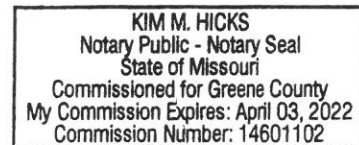
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri the day and year first above written.

Kim M. Hicks NOTARY PUBLIC

"Notary Seal"

Print Name: Kim m. Hicks

My term of office expires: April 3, 2022



STATE OF MISSOURI )  
COUNTY OF GREENE ) SS.

PERSONAL ACKNOWLEDGMENT

On this 23<sup>rd</sup> day of July, in the year 2018, before me, a Notary Public in and for said state, personally appeared Margaret Priest, to me known to be the person who executed the foregoing instrument and acknowledged to me that she executed the same for the purposes therein stated.

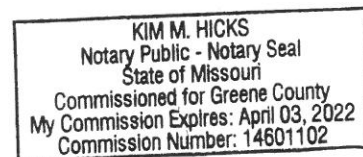
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri the day and year first above written.

Kim M. Hicks NOTARY PUBLIC

"Notary Seal"

Print Name: Kim m. Hicks

My term of office expires: April 3, 2022



ATTACHMENT "A"

TRACT NO. 3

GRANTOR: MICHAEL P. PRIEST AND MARGARET PRIEST (GRANTOR'S DEED  
FILED AT THE GREENE COUNTY RECORDER'S OFFICE,  
BOOK 2554, PAGE 2124)

A PERPETUAL DRAINAGE EASEMENT, BEING PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 29 NORTH, RANGE 20 WEST IN GREENE COUNTY, MISSOURI, THE GRANTOR'S LAND AS DESCRIBED IN BOOK 2554, PAGE 2124 AT THE GREENE COUNTY RECORDER'S OFFICE, SAID EASEMENT DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 29 NORTH, RANGE 20 WEST; THENCE S01°02'49"W ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER, 25.37 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF FARM ROAD 132 FOR THE POINT OF BEGINNING OF THE EASEMENT DESCRIBED HEREIN; THENCE CONTINUING S01°02'49"W ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER, 58.90 FEET; THENCE LEAVING SAID EAST LINE, N33°28'42"W, 72.51 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF FARM ROAD 132; THENCE S87°46'22"E ALONG SAID RIGHT-OF-WAY LINE, 41.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,210 SQUARE FEET (0.028 ACRE) OF PERPETUAL DRAINAGE EASEMENT.

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

(END OF DESCRIPTIONS)

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Prepared by: Great River Engineering  
For: Greene County, Missouri  
Project No. 3483  
Date: 16 November 2017

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

Land Surveying Corporation Certificate of Authority #2001011476





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## WARRANTY DEED

THIS INDENTURE, made this 31<sup>st</sup> day of July, 2018 by and between **WILLIAM J. COX AND JANETTA A. COX, TRUSTEES OF THE WILLIAM J. COX FAMILY REVOCABLE INTER VIVOS TRUST AGREEMENT DATED FEBRUARY 27, 1995**, hereinafter called "Grantor," and **GREENE COUNTY, STATE OF MISSOURI**, hereinafter called "Grantee" (mailing address of Grantee: 940 Boonville, Springfield, MO 65802);

**WITNESSETH**, that said Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, to it paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said Grantee, its heirs and assigns, the following described real estate and interests in real estate in the County of Greene, State of Missouri, to-wit:

(See Attachment "A")

**TO HAVE AND TO HOLD** the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said Grantee, and unto its heirs and assigns forever.

Said Grantor hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by it or those under whom it claims and that it will warrant and defend the title to the said premises unto the Grantee and unto its heirs and assigns forever against the lawful claims and demands of all persons whomsoever, except as follows: None.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

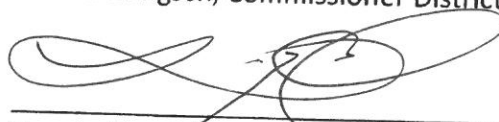
ACCEPTED: Greene County Commission

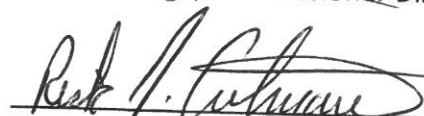
DATE: \_\_\_\_\_

Grantor:

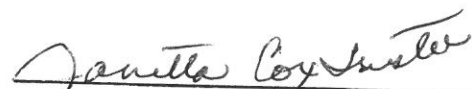
Robert Cirtin, Presiding Commissioner

  
Harold Bengsch, Commissioner District 1

  
Lincoln Hough, Commissioner District 2

  
Rick Artman, Administrator  
Greene County Highway Department

William J. Cox

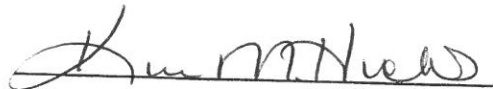
  
Janetta A. Cox

STATE OF MISSOURI )  
COUNTY OF Greene ) ss.

ACKNOWLEDGEMENT OF TRUSTEES

On this 25<sup>th</sup> day of July, in the year 2018, before me, a Notary Public in and for said state, personally appeared William J. Cox and Janetta A. Cox, to me personally known, who, being by me duly sworn, did say that they are Trustees of the William J. Cox Family Revocable Inter Vivos Trust Agreement dated February 27, 1995, and acknowledged to me that they executed the foregoing instrument for the purposes therein stated.

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

 NOTARY PUBLIC

Print Name: Kim M. Hicks

My term of office expires: April 3, 2022

"Notary Seal"

KIM M. HICKS  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Greene County  
My Commission Expires: April 03, 2022  
Commission Number: 14601102

ATTACHMENT "A"  
(PAGE 1 OF 2)

TRACT NO. 2

GRANTOR: WILLIAM J. COX FAMILY TRUST  
(GRANTOR'S DEED FILED AT THE GREENE COUNTY RECORDER'S OFFICE,  
BOOK 2006, PAGE 27152-06)

A PARCEL OF LAND FOR GREENE COUNTY FARM ROADS 43 AND 48, BEING A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 30 NORTH, RANGE 24 WEST IN GREENE COUNTY, MISSOURI, SAID PARCEL HEREINAFTER DESCRIBED WITH REFERENCE TO THE SURVEYED CENTER LINE OF FARM ROAD 48 FOR THE BRIDGE OVER SUGAR CREEK REPLACEMENT PROJECT.

THE SURVEYED CENTER LINE OF FARM ROAD 48 IS DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN AT THE WEST QUARTER CORNER OF SECTION 2, TOWNSHIP 30 NORTH, RANGE 24 WEST; THENCE S87°18'07"E ALONG THE QUARTER SECTION LINE, 453.16 FEET; THENCE LEAVING SAID QUARTER SECTION LINE, S02°41'53"W, 3.91 FEET TO A POINT ON THE CENTER LINE OF FARM ROAD 48 AT PROJECT CENTER LINE STATION 0+00 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE S88°13'11"E, 486.00 FEET TO CENTER LINE STATION 4+86 FOR THE POINT OF TERMINATION.

THE PARCEL OF LAND HEREIN CONVEYED IS DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN AT THE WEST QUARTER CORNER OF SECTION 2, TOWNSHIP 30 NORTH, RANGE 24 WEST; THENCE S87°18'07"E ALONG THE QUARTER SECTION LINE, 553.11 FEET; THENCE CONTINUING S87°18'07"E ALONG THE QUARTER SECTION LINE, 225.03 FEET FOR THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN; THENCE LEAVING SAID QUARTER SECTION LINE, S01°46'49"W, 16.88 FEET TO A POINT ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF FARM ROAD 48, SAID POINT BEING 18.17 FEET RIGHT OF PROJECT CENTER LINE STATION 3+25; THENCE N87°34'09"W ALONG THE EXISTING SOUTH RIGHT-OF-WAY LINE OF FARM ROAD 48, A DISTANCE OF 75.01 FEET TO A POINT 17.32 FEET RIGHT OF CENTER LINE STATION 2+50; THENCE LEAVING SAID EXISTING RIGHT-OF-WAY LINE, S10°28'47"W, 33.06 FEET TO A POINT 50 FEET RIGHT OF CENTER LINE STATION 2+45; THENCE S82°12'03"W, 81.79 FEET TO A POINT 63.61 FEET RIGHT OF CENTER LINE STATION 1+64.35, SAID POINT BEING ON THE EXISTING SOUTHEASTERLY RIGHT-OF-WAY LINE OF FARM ROAD 43; THENCE LEAVING SAID EXISTING RIGHT-OF-WAY LINE, N39°54'30"W, 20.00 FEET TO THE CENTER LINE OF FARM ROAD 43; THENCE N50°05'30"E ALONG THE CENTER LINE OF FARM ROAD 43, A DISTANCE OF 74.10 TO THE QUARTER SECTION LINE; THENCE S87°18'07"E ALONG THE QUARTER SECTION LINE, 118.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,070 SQUARE FEET (0.048 ACRE) OF NEW LAND FOR FARM ROADS 43 AND 48.

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

**ATTACHMENT "A"**  
(PAGE 2 OF 2)

AND,

A TEMPORARY CONSTRUCTION EASEMENT, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 18.17 FEET RIGHT OF PROJECT CENTER LINE STATION 3+25, SAID POINT BEING ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF FARM ROAD 48; THENCE WESTERLY ALONG SAID EXISTING RIGHT-OF-WAY LINE TO A POINT 17.32 FEET RIGHT OF CENTER LINE STATION 2+50; THENCE SOUTHWESTERLY ALONG THE ABOVE DESCRIBED NEW RIGHT-OF-WAY LINE TO A POINT 50 FEET RIGHT OF CENTER LINE STATION 2+45; THENCE SOUTHWESTERLY ALONG SAID NEW RIGHT-OF-WAY LINE TO A POINT 63.61 FEET RIGHT OF CENTER LINE STATION 1+64.35, SAID POINT BEING ON THE EXISTING SOUTHEASTERLY RIGHT-OF-WAY LINE OF FARM ROAD 43; THENCE LEAVING SAID EXISTING RIGHT-OF-WAY LINE, SOUTHEASTERLY TO A POINT 82.88 FEET RIGHT OF CENTER LINE STATION 2+00.40; THENCE NORTHEASTERLY TO A POINT 73.40 FEET RIGHT OF CENTER LINE STATION 2+56.59; THENCE NORTHEASTERLY TO A POINT 32.47 FEET RIGHT OF CENTER LINE STATION 2+62.86; THENCE EASTERLY TO A POINT 33.18 FEET RIGHT OF CENTER LINE STATION 3+25; THENCE NORTHERLY TO THE POINT OF BEGINNING.

CONTAINING 3,322 SQUARE FEET (0.076 ACRE) OF TEMPORARY CONSTRUCTION EASEMENT.

THE ABOVE-DESCRIBED TEMPORARY CONSTRUCTION EASEMENT SHALL TERMINATE ONE (1) YEAR AFTER COMPLETION OF CONSTRUCTION AND ACCEPTANCE BY THE GRANTEE OF THE FARM ROADS 43 AND 48 BRIDGE CONSTRUCTION PROJECT.

(END OF DESCRIPTIONS)

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Prepared by: Great River Engineering  
For: Greene County, Missouri  
Project No. 3919  
Date: March 22, 2018

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

Land Surveying Corporation Certificate of Authority #2001011476

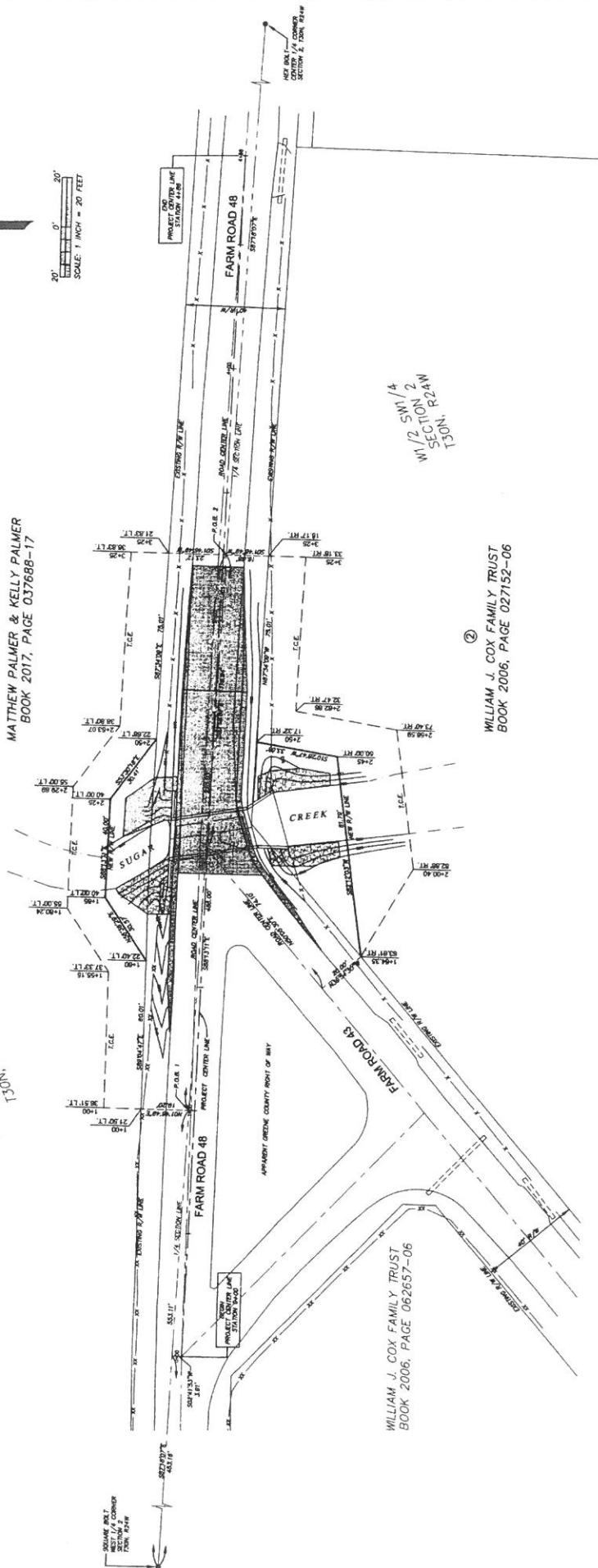




20'  
0'  
20'  
SCALE: 1" = 20' FEET

①  
MATTHEW PALMER & KELLY PALMER  
BOOK 2017, PAGE 037688-17

W1/2 LOT 1 NW1/4  
SECTION 2  
T30N, R24W



WILLIAM J. COX FAMILY TRUST  
BOOK 2006, PAGE 062657-06

②  
WILLIAM J. COX FAMILY TRUST  
BOOK 2006, PAGE 027152-06

W1/2 SW1/4  
SECTION 2  
T30N, R24W

NOTE: DRAWING LIMITS INDICATED BY BENCH CONTIGUOUS, AS SHOWN.

DRAWING REVISIONS		APPROVED BY	
DATE	REMARKS		

GREENE COUNTY, MISSOURI	
F.R. 43 BOX CULVERT OVER SUGAR CREEK	
RIGHT-OF-WAY PLAN	
SURVEY BY	DESIGN
NO. 2023	DATE
10/18/2023	10/18/2023
10/18/2023	10/18/2023
10/18/2023	10/18/2023
10/18/2023	10/18/2023



TRACT NUMBER	PROPERTY OWNER(S)	ADDRESS	SOURCE OF TITLE	EXISTING TRACT AREA	NEW RIGHT OF WAY (R/W)	TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)	REMAINING TRACT AREA
①	MATTHEW PALMER & KELLY PALMER	1267 W. FARM ROAD 48 ASH GROVE, MO 65004 P.O. BOX 174 COARK, MO 65711	BOOK 2017 PAGE 037688-17	40.00 ACRES	1,108 SQ. FT. (0.025 ACRE)	3,640 SQ. FT. (0.081 ACRE)	38.97 ACRES
②	WILLIAM J. COX FAMILY TRUST		BOOK 2006 PAGE 027152-06	46.19 ACRES	2,070 SQ. FT. (0.046 ACRE)	3,322 SQ. FT. (0.076 ACRE)	45.14 ACRES

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## WARRANTY DEED

THIS INDENTURE, made this 31<sup>st</sup> day of July, 2018 by and between **MATTHEW PALMER and KELLY PALMER, husband and wife**, of the County of Greene, State of Missouri, hereinafter called "Grantor," and **GREENE COUNTY, STATE OF MISSOURI**, hereinafter called "Grantee" (mailing address of Grantee: 940 Boonville, Springfield, MO 65802);

**WITNESSETH**, that said Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, to it paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said Grantee, its heirs and assigns, the following described real estate and interests in real estate in the County of Greene, State of Missouri, to-wit:

(See Attachment "A")

**TO HAVE AND TO HOLD** the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said Grantee, and unto its heirs and assigns forever.

Said Grantor hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by it or those under whom it claims and that it will warrant and defend the title to the said premises unto the Grantee and unto its heirs and assigns forever against the lawful claims and demands of all persons whomsoever, except as follows: None.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

ACCEPTED: Greene County Commission

DATE: \_\_\_\_\_

\_\_\_\_\_  
Robert Cirtin, Presiding Commissioner

  
\_\_\_\_\_  
Harold Bengsch, Commissioner District 1

  
\_\_\_\_\_  
Lincoln Hough, Commissioner District 2

  
\_\_\_\_\_  
Rick Artman, Administrator  
Greene County Highway Department

Grantor:

  
\_\_\_\_\_  
Matthew Palmer

  
\_\_\_\_\_  
Kelly Palmer

STATE OF MISSOURI )  
COUNTY OF GREENE ) SS.

PERSONAL ACKNOWLEDGMENT

On this 27<sup>th</sup> day of July, in the year 2018, before me, a Notary Public in and for said state, personally appeared Matthew Palmer, to me known to be the person who executed the foregoing instrument and acknowledged to me that he executed the same for the purposes therein stated.

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

Kim M. Hicks NOTARY PUBLIC

Print Name: Kim M. Hicks

My term of office expires: April 3, 2022

"Notary Seal"

KIM M. HICKS  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Greene County  
My Commission Expires: April 03, 2022  
Commission Number: 14601102

STATE OF MISSOURI )  
COUNTY OF GREENE ) SS.

PERSONAL ACKNOWLEDGMENT

On this 27<sup>th</sup> day of July, in the year 2018, before me, a Notary Public in and for said state, personally appeared Kelly Palmer, to me known to be the person who executed the foregoing instrument and acknowledged to me that 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 Springfield, Missouri the day and year first above written.

Kim M. Hicks NOTARY PUBLIC

Print Name: Kim M. Hicks

My term of office expires: April 3, 2022

"Notary Seal"

KIM M. HICKS  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Greene County  
My Commission Expires: April 03, 2022  
Commission Number: 14601102



ATTACHMENT "A"  
(PAGE 1 OF 2)

TRACT NO. 1

GRANTOR: MATTHEW PALMER AND KELLY PALMER  
(GRANTOR'S DEED FILED AT THE GREENE COUNTY RECORDER'S OFFICE,  
BOOK 2017, PAGE 37688-17)

A PARCEL OF LAND FOR GREENE COUNTY FARM ROAD 48, BEING A PART OF THE WEST HALF OF LOT 1 OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 30 NORTH, RANGE 24 WEST IN GREENE COUNTY, MISSOURI, SAID PARCEL HEREINAFTER DESCRIBED WITH REFERENCE TO THE SURVEYED CENTER LINE OF FARM ROAD 48 FOR THE BRIDGE OVER SUGAR CREEK REPLACEMENT PROJECT.

THE SURVEYED CENTER LINE OF FARM ROAD 48 IS DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN AT THE WEST QUARTER CORNER OF SECTION 2, TOWNSHIP 30 NORTH, RANGE 24 WEST; THENCE S87°18'07"E ALONG THE QUARTER SECTION LINE, 453.16 FEET; THENCE LEAVING SAID QUARTER SECTION LINE, S02°41'53"W, 3.91 FEET TO A POINT ON THE CENTER LINE OF FARM ROAD 48 AT PROJECT CENTER LINE STATION 0+00 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE S88°13'11"E, 486.00 FEET TO CENTER LINE STATION 4+86 FOR THE POINT OF TERMINATION.

THE PARCEL OF LAND HEREIN CONVEYED IS DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN AT THE WEST QUARTER CORNER OF SECTION 2, TOWNSHIP 30 NORTH, RANGE 24 WEST; THENCE S87°18'07"E ALONG THE QUARTER SECTION LINE, 553.11 FEET FOR THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN; THENCE LEAVING SAID QUARTER SECTION LINE, N01°46'49"E, 19.20 FEET TO A POINT ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF FARM ROAD 48, SAID POINT BEING 21.5 FEET LEFT OF PROJECT CENTER LINE STATION 1+00; THENCE S89°04'47"E ALONG THE EXISTING NORTH RIGHT-OF-WAY LINE OF FARM ROAD 48, A DISTANCE OF 60.01 FEET TO A POINT 22.40 FEET LEFT OF CENTER LINE STATION 1+60; THENCE LEAVING SAID EXISTING RIGHT-OF-WAY LINE, N56°38'29"E, 30.57 FEET TO A POINT 40 FEET LEFT OF CENTER LINE STATION 1+85; THENCE S88°13'11"E, 40.00 FEET TO A POINT 40 FEET LEFT OF CENTER LINE STATION 2+25; THENCE S53°30'18"E, 30.41 FEET TO A POINT 22.68 FEET LEFT OF CENTER LINE STATION 2+50, SAID POINT BEING ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF FARM ROAD 48; THENCE S87°34'09"E ALONG SAID EXISTING NORTH RIGHT-OF-WAY LINE, 75.01 FEET TO A POINT 21.83 FEET LEFT OF CENTER LINE STATION 3+25; THENCE LEAVING SAID EXISTING RIGHT-OF-WAY LINE, S01°46'49"W, 23.12 FEET TO THE QUARTER SECTION LINE; THENCE N87°18'07"W ALONG THE QUARTER SECTION LINE, 225.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,108 SQUARE FEET (0.025 ACRE) OF NEW LAND FOR FARM ROAD 48.

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

ATTACHMENT "A"  
(PAGE 2 OF 2)

AND,

A TEMPORARY CONSTRUCTION EASEMENT, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 21.5 FEET LEFT OF PROJECT CENTER LINE STATION 1+00, SAID POINT BEING ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF FARM ROAD 48; THENCE EASTERLY ALONG SAID EXISTING RIGHT-OF-WAY LINE TO A POINT 22.40 FEET LEFT OF CENTER LINE STATION 1+60; THENCE NORTHEASTERLY ALONG THE ABOVE DESCRIBED NEW RIGHT-OF-WAY LINE TO A POINT 40 FEET LEFT OF CENTER LINE STATION 1+85; THENCE EASTERLY ALONG SAID NEW RIGHT-OF-WAY LINE TO A POINT 40 FEET LEFT OF CENTER LINE STATION 2+25; THENCE SOUTHEASTERLY ALONG SAID NEW RIGHT-OF-WAY LINE TO A POINT 22.68 FEET LEFT OF CENTER LINE STATION 2+50, SAID POINT BEING ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF FARM ROAD 48; THENCE EASTERLY ALONG SAID EXISTING NORTH RIGHT-OF-WAY LINE TO A POINT 21.83 FEET LEFT OF CENTER LINE STATION 3+25; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTHERLY TO A POINT 36.83 FEET LEFT OF CENTER LINE STATION 3+25; THENCE WESTERLY TO A POINT 38.80 FEET LEFT OF CENTER LINE STATION 2+53.07; THENCE NORTHWESTERLY TO A POINT 55 FEET LEFT OF CENTER LINE STATION 2+29.69; THENCE WESTERLY TO A POINT 55 FEET LEFT OF CENTER LINE STATION 1+80.24; THENCE SOUTHWESTERLY TO A POINT 37.33 FEET LEFT OF CENTER LINE STATION 1+55.15; THENCE WESTERLY TO A POINT 36.51 FEET LEFT OF CENTER LINE STATION 1+00; THENCE SOUTHERLY TO THE POINT OF BEGINNING.

CONTAINING 3,540 SQUARE FEET (0.081 ACRE) OF TEMPORARY CONSTRUCTION EASEMENT.

THE ABOVE-DESCRIBED TEMPORARY CONSTRUCTION EASEMENT SHALL TERMINATE ONE (1) YEAR AFTER COMPLETION OF CONSTRUCTION AND ACCEPTANCE BY THE GRANTEE OF THE FARM ROAD 48 BRIDGE CONSTRUCTION PROJECT.

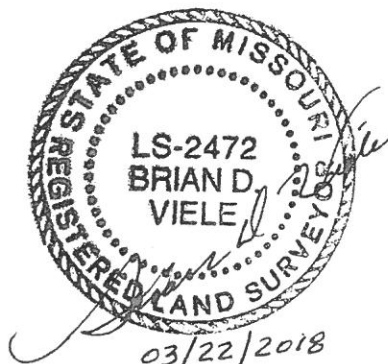
(END OF DESCRIPTIONS)

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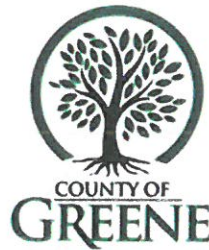
Prepared by: Great River Engineering  
For: Greene County, Missouri  
Project No. 3919  
Date: March 22, 2018

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

Land Surveying Corporation Certificate of Authority #2001011476







## OFFICE OF THE PURCHASING DIRECTOR

1443 N. ROBBERTSON AVE., 10<sup>TH</sup> FLOOR, SPRINGFIELD, MO 65802ROBERT CIRTIN  
PRESIDING COMMISSIONERHAROLD BENGSCH  
COMMISSIONER, 1<sup>ST</sup> DISTRICTLINCOLN P. HOUGH  
COMMISSIONER, 2<sup>ND</sup> DISTRICT

Commission,

First of all, thank you for the opportunity to partake in the bidding process for the hiring of a Construction Manager At-Risk for the expansion and renovation of the Greene County Justice Center. I count myself extremely fortunate to have been afforded the chance to work alongside my cohorts at the County and with our vendor community on this project. We all have worked tirelessly to bring before you this recommendation.

Speaking of our vendor community, one vendor has risen to the top as the most qualified, with the best experience, that provides premium value to the citizens of this County. They surpassed all others when it came to participation in the RFQ process. Having worked on six \$20+ million dollar justice center projects in the past five years, and hundreds of CMaR projects, JE Dunn + Dewitt & Associates proved themselves to be a sizable step above their competition. That tidbit is particularly important because of the conversations had with references and the site visits conducted, which emphasized the absolute necessity of having a vendor with jail-building experience.

JE Dunn + Dewitt & Associates is that vendor. Their participation in the RFP process proved that yet again. They showed dedication, cooperation, and professionalism throughout this step too. Add to it, that both companies have a local presence, with Dewitt & Associates even basing their operations out of Springfield, and JE Dunn calling Kansas City their home. Besides their local presence, and experience, another great attribute to this team is their philosophy on diversity, which you made a priority from before we even advertised the RFQ. JE Dunn, specifically, has allocated significant resources toward inclusion efforts, even going so far as to hire a Chief Diversity Officer, who will help ensure local, minority and women-owned businesses will be given an equal opportunity to be awarded bids.

While there are many, significant reasons why the County should embark on this massive project with our potential partners in JE Dunn + Dewitt & Associates, they all pale in comparison to the relationships that we have and can foster. Going into a project of this magnitude a high value has to be placed on the partner who the County can work with the best. This partnership has that spirit, having been founded on the basis of a mutual respect and a great deal of sincerity.

I respectfully request that JE Dunn + Dewitt be named our new partner with this new endeavor, which is critical to the safety of the constituents of Greene County.

Thank You,

Chris Mericle