

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

June Session of the April Adjourned

Term. 20 10

In the County Commission of said county, on the 3rd day of June 20 10

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the County Treasurer to release the cash deposit in the amount of \$2,500.00 that was posted for the Public Infrastructure Security Agreement for Street Estates Plat # 3. Said deposit was accepted by the County Commission on July 28, 2009 and referenced in Commission Order # 346-2009.

Done this 3rd day of June, 2010.

ATTEST:

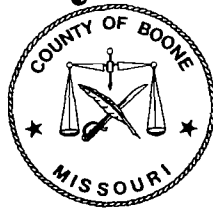
Wendy S. Noren KS
 Wendy S. Noren
 Clerk of the County Commission

Kenneth M. Pearson
 Kenneth M. Pearson
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Skip Elkin
 Skip Elkin
 District II Commissioner

Boone County Public Works



Keith Austin
Chief Public Works Inspector
Engineering Design and Construction

5551 Highway 63 South
Columbia MO 65201-9711
Phone (573) 449-8515 ext. 239
Fax (573) 875-1602
E-mail: kaustin@boonecountymo.org

June 1, 2010

Mrs. Jan Fugit
Boone County Treasurer

Re: Street Estates / Seeding Bond

The following is to certify that as of the 26th of May, 2010 a complete review of all vegetated areas within the right of way has been performed at the Street Estates development. Upon completion of the review by Boone County Public Works Inspection staff it has been determined that vegetation is adequate within what will be Boone County right of way.

On May 13, 2010 a letter from Mr. Ryan Bross of Boone County national Bank was received (attached). The purpose of this letter is to request the release of a bond intended to insure that substantial grass growth within the right of way. I, here by recommend that the bond provided by Boone County National Bank be released.

Sincerely,

A handwritten signature in black ink that reads "Keith Austin".

Keith Austin

Cc: Subdivision File
Derin Campbell

RECEIVED:
JUN 02 2010
TREASURER'S OFFICE

Boone County National Bank



MAY 13 2010

Boone County Public Works
5551 Hwy 63 South
Columbia, MO 65201
Attn: Mr. Keith Austin

Mr. Austin,

This letter is in to follow up on our phone conversation earlier today regarding Street Estates subdivision on Hwy VV. As we have discussed, Boone County National Bank was required to put up a bond in order to guaranty to grass growth along the roadways. We believe, and you have indicated, that the grass growth is sufficient and we request your formal approval and the release of our bond.

Please feel free to contact me at (573) 874-8559 with any questions.

Thank you,

 5-12-10

Ryan Bross

Boone County National Bank

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 09

County of Boone

} ea.

In the County Commission of said county, on the

28th

day of July

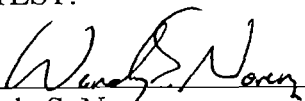
20 09

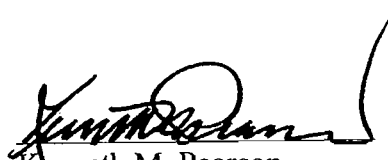
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Public Infrastructure Security Agreement for Street Estates Plat #3, subject to the approval and signature of the County Treasurer, for a cash deposit with the County Treasurer in the amount of Two Thousand Five Hundred Dollars (\$2,500.00). It is further ordered the Presiding Commissioner is hereby authorized to sign said Public Infrastructure Security Agreement.

Done this 28th day of July, 2009.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**PUBLIC INFRASTRUCTURE SECURITY AGREEMENT
STREET ESTATES PLAT #3**

Date: July 20, 2009

Developer Name: Boone County National Bank

Development: Street Estates Plat #3

This agreement is made effective on the above date by and between the above named Developer and Boone County, Missouri, a political subdivision of the State of Missouri, (as referred to as "County").

In consideration of the performance based by each party of their respective obligations described in this agreement, the parties agree to the following:

1. **Background and Purpose of Agreement** – This agreement is made pursuant to Section 2.12 of the Roadway Regulations of Boone County, Missouri, and the authority granted in RSMo Sec. 64.825. This Agreement is to secure the repair and/or restoration of the right of way in the event the Developer fails to perform its obligations of final maintenance, for the term of this agreement, of the right of way. By entering this agreement the Developer is agreeing to complete improvements described below in accordance with County Regulations and specifications and provide to County with financial security in the event the Developer fails to complete such improvements within the time provided for by this agreement. This agreement will allow the Developer to begin to sell lots in the subject Plat and begin the process toward final acceptance of the streets by Boone County; Developer understands that it must obtain acceptance of the streets by a subsequent agreement with the County and, until such acceptance, that it maintains responsibility for the streets.
2. **Description of Improvements** – The Developer agrees to complete the following described improvements in accordance with published County specifications contained within the Roadway Regulations of Boone County now in effect: maintain grass, as evidenced by substantial grass growth, in the right of way as shown in the attached aerial photograph, attached hereto as Exhibit "A" and incorporated herein by reference.
3. **Time for Completion** – The Developer agrees to complete and maintain the improvements described in paragraph 2 through the 15th day of May, 2010, and all such improvements shall be inspected to determine their acceptability by the County's Public Works Department upon written request of Developer as provided for herein.
4. **Security for Performance** - To secure the Developer's performance of its obligation under this agreement, Developer hereby pledges and provides the County with security in the amount of **a cash deposit in the amount of Two Thousand Five Hundred Dollars**

(\$2,500.00) with the County Treasurer, which County may use and apply for completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time and within manner approved and accepted by County. The security shall be provided to County as a condition precedent to the effectiveness of this agreement, and shall be held by the financial institution that serves as the depository for County funds.

5. **Use of Security** – The Developer hereby authorizes County to use the security described above for purposes of completing improvements required by the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement or any extension thereof granted by County, or in the event such improvements are not in accordance with regulatory requirements or specifications imposed by County. Developer shall be responsible for requesting approval of the right of way in writing, directed to the Boone County Public Works Department, prior to May 15, 2010, and referencing this Agreement. If the Developer fails to contact the Boone County Public Works Department and obtain either approval or an extension of time prior to May 15, 2010, with respect to the right of way, then the County may, at its option, proceed to use said funds for the restoration of the right of way. If the work is completed as contemplated herein and approved by Boone County Public Works, the County will refund to Developer the full amount of the cash deposit of Two Thousand Five Hundred Dollars (\$2,500.00). Any interest earned on said funds in the interim shall be retained by the County to offset a portion of the administrative costs incurred herein. If the work is not completed as contemplated herein, the County will proceed to use the funds to complete said work. It is further agreed that no forbearance on the part of the County in enforcing any of its rights under this Agreement or during any extension thereof by the County, shall constitute a waiver of any terms of this Agreement or a forfeiture of any of County's rights.

6. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.

7. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors and interest in successors in assigned offices.

IN WITNESS WHEREOF the Developer/Contractor and the County have executed this agreement to be effective on the day and year first above written.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 10

In the County Commission of said county, on the 3rd day of June 20 10

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby accept the following:

With special thanks from the Boone County Commission on behalf of the citizens of Boone County, Missouri, the Commission hereby acknowledges receipt of gift and accepts delivery and conveyance by Temporary Construction Easement (Boone County Records, Book 3636, Page 195) from JCAM, LLC an easement consisting of approximately 250 square feet, more or less, more particularly described as

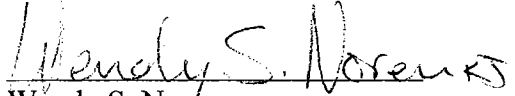
A tract of land in the Southwest quarter of Section 7, Township 48 North, Range 11 West, Boone County, Missouri, described as follows:

Beginning at the southwest corner of lot 4 of the plat of I-70 Trade Center as recorded in Plat Book 34, Page 81 of the records of said county; thence North 88° 35' 00" East along the south line of said lot 4, 10.0 feet; thence leaving said south line, North 3° 02' 00" West 25.0 feet; thence South 88° 35' 00" West 10.0 feet to the west line of said lot 4; thence along said west line, South 3° 02' 00" East 25.0 feet to the point of beginning and containing 250 square feet, more or less.

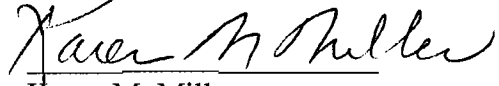
This is a temporary construction easement, which will expire upon final completion of the Trade Center Drive Drainage Improvement Project. In connection with the donation, the Commission finds that the value of the donated property to be approximately \$350.00.

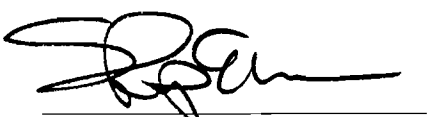
Done this 3rd day of June, 2010.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Public Works



Memo

Date: May 27, 2010
To: Boone County Commissioners
From: Natalie S. Meighan, Right of Way Agent
Subject: Easement Donation Recognition

On May 10, 2010, JCAM, L.L.C. dedicated a Temporary Construction Easement to Boone County. The easement is located along Trade Center Drive and will allow Boone County to complete a drainage improvement project for this street.

The easement has been recorded in Book 3636, page 195 of the records of Boone County.

The easement contains a total of 250 square feet. Utilizing recent appraisals from similar properties, the easement has an estimated value of \$350.00. (This is estimating a value of \$7/sq ft with a 10% rental fee for 2 years for the temporary easement.)

With this memo, I have included a copy of the recorded easement.

I request the County Commission formally recognize JCAM, L.L.C.'s donation of this easement.

Now on this day the County Commission of the County of Boone does hereby accept the following:

With special thanks from the Boone County Commission on behalf of the citizens of Boone County, Missouri, the Commission hereby acknowledges receipt of gift and accepts delivery and conveyance by Temporary Construction Easement (Boone County Records, Book 3636, Page 195) from JCAM, LLC an easement consisting of approximately 250 square more particularly described as

A tract of land in the Southwest quarter of Section 7, Township 48 North, Range 11 West, Boone County, Missouri, described as follows:

Beginning at the southwest corner of lot 4 of the plat of I-70 Trade Center as recorded in Plat Book 34, Page 81 of the records of said county; thence North 88° 35' 00" East along the south line of said lot 4, 10.0 feet; thence leaving said south line, North 3° 02' 00" West 25.0 feet; thence South 88° 35' 00" West 10.0 feet to the west line of said lot 4; thence along said west line, South 3° 02' 00" East 25.0 feet to the point of beginning and containing 250 square feet, more or less.

This is a temporary construction easement, which will expire upon final completion of the Trade Center Drive Drainage Improvement Project. In connection with the donation, the Commission finds that the approximate value of the donated property to be \$350.00.

Boone County, Missouri
Unofficial Digital Record

Recorded in Boone County, Missouri
Date and Time 05/10/2010 at 01:09:15 PM
Instrument # 2010008437 Book 3636 Page 195

Grantor JCAM LLC
Grantee BOONE COUNTY OF THE

Instrument Type ESMT
Recording Fee \$27.00 S
No of Pages 2


Bettie Johnson, Recorder of Deeds



**TEMPORARY CONSTRUCTION EASEMENT
(BY A MISSOURI LIMITED LIABILITY COMPANY)**

THIS AGREEMENT for temporary construction easement entered into this 4th day of MAY, 2010, by and between JCAM, L.L.C., A Missouri Limited Liability Company of the County of Boone, of the State of Missouri, herein Grantor, and The County of Boone, a political subdivision of the State of Missouri, herein Grantee, (Grantee's mailing address is: One Government Center, 801 East Walnut Street, Columbia, Missouri 65201)

WITNESSETH

That the said Grantor, for the sum of one dollar and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto the said Grantee, a temporary easement to be in effect during the time of construction of the Trade Center Drive Drainage Improvements (10-633) in Boone County, Missouri for the following purposes, namely: the right to enter upon, and permanently re-grade and re-slope the easement area, and to store materials, operate and park equipment on, over and across the easement area hereinafter described, which is situated in the County of Boone, State of Missouri, and described as follows.

A tract of land in the Southwest quarter of Section 7, Township 48 North, Range 11 West, Boone County, Missouri, described as follows

Beginning at the southwest corner of lot 4 of the plat of I-70 Trade Center as recorded in Plat Book 34, Page 81 of the records of said county, thence North 88° 35' 00" East along the south line of said lot 4, 10 0 feet, thence leaving said south line, North 3° 02' 00" West 25.0 feet; thence South 88° 35' 00" West 10.0 feet to the west line of said lot 4, thence along said west line, South 3° 02' 00" East 25 0 feet to the point of beginning and containing 250 square feet, more or less

This easement shall expire upon final completion of the above described project and final acceptance by the Grantee. Grantee covenants by acceptance of this easement that the easement area shall be seeded, mulched, and restored to its previous or better condition subject to the grade and slope changes made as a part of the Project

The said Grantor covenants that it has the right and authority to make and execute this agreement

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO MAY 10 2010

IN WITNESS WHEREOF, the said Grantor caused these presents to be signed
by its authorized agent this 4 day of MAY, 2010.

By. Anne McPherson

(print) ANNE MCPHERSON, Managing Member

(CORPORATE SEAL BELOW)

STATE OF MISSOURI }
County of Franklin } SS
Boone }

On this 4th day of May, 2010 before me personally appeared
Anne McPherson, to me known, who, being by me duly sworn, did state that he or she or they is
or are the Managing Member(s) of said Limited Liability Company and further state(s) that he or she or they executed the
same on behalf of said Limited Liability Company for the purposes therein stated

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

Irma L. Wehweyer
, Notary Public

(SEAL)

IRMA L WEHWEYER
Notary Public - Notary Seal
STATE OF MISSOURI
Franklin County
Commission # 09546327
My Commission Expires: April 22, 2013

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 10

In the County Commission of said county, on the 3rd day of June 20 10

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the organizational use of the Boone County Commission Chambers by the Boone County Bar Association on June 11, 2010 from 11:45 am to 1:15 pm.

Done this 3rd day of June, 2010.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Karen 5/27/10

Ken Pearson, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



Roger B. Wilson
Boone County Government Center
801 East Walnut Room 245
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Roger B Wilson Government Center or Centralia Satellite Office as follows:

Description of Use: Meeting of Local BAR ASSOCIATION
Date(s) of Use: 6/11/10

Time of Use: From: 11:45 a.m./p.m. thru 1:15 a.m./p.m.

Facility requested: Courthouse Grounds - Courtyard Square - Chambers - Rm220 - Rm208 - Rm139
Centralia Office

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds or designated rooms.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.
6. Organizations and user groups must provide any and all equipment needed for their event or presentation (i.e.; TV, projector, microphones, etc.)
7. Boone County reserves the right to cancel or alter your meeting schedule due to an emergency or any conflicts in scheduling for governmental use. If this should occur we would make every effort to contact you in ample time.

Name of Organization/Person: Boone County Bar Association
Organization Representative/Title: Kevin O'Brien Chair Crim Law Comm.
Address/Phone Number: 401 Locust Suite 401 - 573-442-1660
Date of Application: 5/27/10

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

County Clerk

County Commissioner

DATE: _____