

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 11

In the County Commission of said county, on the 18th day of October 20 11

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 901 Sun Valley Drive (parcel #' 17-315-12-01-037.00 01)

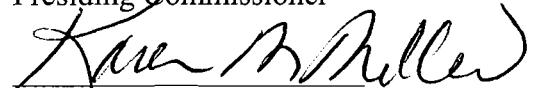
Done this 18th day of October, 2011.

ATTEST:

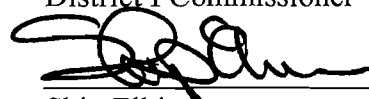
Wendy S. Noren cc
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement)	October Session
901 Sun Valley Drive)	September Adjourned
Columbia, MO 65202)	Term 2011
)	Commission Order No. <u>422-2011</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 18th day of October 2011, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: junk, trash, tires, furniture and weeds in excess of 12" on the premises.
4. The location of the public nuisance is as follows: 901 Sun Valley Drive Lot 106 Sunrise Estates a/k/a parcel # 17-315-12-01-037.00 01 Section 12, Township 48, Range 12 as shown by deed book 3393 page 0145, Boone County
5. The specific violation of the Code is: junk, trash, tires, furniture in violation of section 6.5 of the Code and weeds in excess of 12" high in violation of section 6.7 of the Code. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 24th day of August, 2011, to the property owner, occupant, and any other applicable interested persons.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public

nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk

901 Sun Valley Drive
Pictures taken 9/13/11 by Kala Gunier



901 Sun Valley Drive

ACTIVITY LOG

8/22/11	complaint received
8/24/11	inspection conducted
8/25/11	notices sent via Certified Mail
8/26/11	notice signed for by Kifer Slate
9/13/11	reinspection conducted – violations still present
9/13/11	pictures taken
9/14/11	called phone number in phone book 573-886-3369; fax number
9/15/11	hearing notices sent via First Class Mail
10/3/11	hearing notices resent via First Class Mail due to rescheduled hearing



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI

HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

HEARING NOTICE

First National Bank and Trust Co
PO Box 1867
Columbia, MO 65205 1867

An inspection of the property you hold a lien on located at 901 Sun Valley Drive (parcel # 17-315-12-01-037.00 01) was conducted on August 24, 2011 and revealed trash, junk, tires and furniture on the premises. These conditions are declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, October 18, 2011 at 9:30A M in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,


Kala Gunier
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 03 day of October, 2011 by DN

1005 W. Worley ♦ P.O. Box 6015 ♦ Columbia, Missouri 65205-6015
Phone: (573) 874-7346 ♦ TTY: (573) 874-7356 ♦ Fax: (573) 817-6407
www.GoColumbiaMo.com



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

HEARING NOTICE

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Columbia, MO 65205 1867

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CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

HEARING NOTICE

Christopher Slate
809 Hillsdale Road
Columbia, MO 65201

An inspection of the property you own located at 901 Sun Valley Drive (parcel # 17-315-12-01-037.00 01) was conducted on August 24, 2011 and revealed growth of weeds in excess of 12 inches high on the premises. This condition is declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.7.

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Sincerely,

Kala Gunier
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 03 day of October, 2011 by [initials]

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com



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809 Hillsdale Road
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Sincerely,

Kala Gunier
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 03 day of October, 2011 by 100

Parcel 17-315-12-01-037.00 01 **Property Location** 901 SUN VALLEY DRIVE
 City _____ Road COUNTY ROAD DISTRICT (CO) School COLUMBIA (C1)
 Library BOONE COUNTY (L1) Fire BOONE COUNTY (F1)

Owner SLATE CHRISTOPHER
 Address 809 HILLSDALE RD
 City, State Zip COLUMBIA, MO 65201-4104

Subdivision Plat Book/Page 0007 0046
 Section/Township/Range 12 48 12

Legal Description SUNRISE EST
 LOT 106
 Calculated Acreage 1

Deed Book/Page 3393 0145 3372 0054 2881 0162 2761 0005

Type	Current Appraised			Type	Current Assessed		
	Land	Bldgs	Total		Land	Bldgs	Total
RI	19,200	45,800	65,000	RI	3,648	8,702	12,350
Totals	19,200	45,800	65,000	Totals	3,648	8,702	12,350

Previous Year's Tax
 Year 2010 Amount \$882.58

AUG 25 2011

Residence Description

Year Built 1963
 Use DUPLEX (102)

Basement PARTIAL (3) Attic UNFINISHED (2)

Bedrooms	3	Main Area	2,352
Full Bath	2	Finished Basement Area	0
Half Bath	0		
Total Rooms	6	Total Square Feet	2,352

www.ShowMeBoone.com, Boone County, Missouri. 801 East Walnut Columbia, MO 65201 USA.

Call ID : 5009
Customer ID . . . :

Type information, press Enter.

Comment

Sunrise Estates near entrance of W. Park Lane has
weeds, trash.

User ID

DMNICHOL 8/22/11
DMNICHOL 8/22/11
MAGUNIER
MAGUNIER
MAGUNIER
MAGUNIER
MAGUNIER
MAGUNIER
MAGUNIER
MAGUNIER
MAGUNIER

More...

F10=Display sequence F12=Cancel

*tire, furniture
weeds*

Michala Gunier - 901 Sun valley BC

From: Denise Nichols
To: Kristine Vellema; Michala Gunier
Date: 8/24/2011 8:53 AM
Subject: 901 Sun valley BC

I thought I had entered this but couldn't find the complaint Mr Donald Brooks 474-3036 wanted a call about this he made the complaint a week ago. Could you let me know if one of you have it if not I will reenter. Thanks

iRecordWeb User Administration

User:
MAGUNIER@GOCOLUMBIAMO.COM
Logout

Bettie Johnson
Boone County , Missouri - Recorder of Deeds

[Click Here To View Document](#)

Boone County Recorder of Deeds
801 East Walnut, Rm. 132
Columbia, MO 65201-7728

(573) 886-4345 Office
(573) 886-4359 Fax

Document recording information

Instrument DT - DEED OF TRUST
Document No. 2008025195
Book 3393
Page 146
Recording Date 11/12/2008 3:00:30 PM
Dated date 11/10/2008

Referenced By This Document (0)

References To This Document (0)

Referenced Amount \$31,500.00

Grantor(s) (1)

SLATE, CHRISTOPHER R

Grantee(s) (1)

FIRST NATIONAL BANK & TRUST CO

Mortgagee's Address

PO BOX 1867
COLUMBIA, MO 652051867

Legal Description(s) (1)

LT 106 SUNRISE ESTATES SUB

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Recorded in Boone County, Missouri

Date and Time 11/12/2008 at 02:58:11 PM
Instrument # 2008025194 Book 3393 Page 145

Grantor HSBC BANK USA INDENTURE TRUSTEE
Grantee SLATE, CHRISTOPHER

Instrument Type WD
Recording Fee \$30.00 S
No of Pages 3

Bettie Johnson
Bettie Johnson, Recorder of Deeds



SPECIAL WARRANTY DEED

This Deed is made and entered into this 30 day of Oct, 2008 by and between

HSBC Bank, USA as Indenture Trustee for Friedman Billings Ramsey Group, Inc (FBR)
Securitization Name-FBRSI 2005-2

of the County of San Diego, State of California, hereinafter collectively referred to as

'Grantor", and

Christopher Slate, *a single person*

of the County of Boone, State of Mo, hereinafter referred to as "Grantee". The mailing address of the Grantee is 901 N. Sun Valley Dr. Columbia, Mo. 65201

WITNESSETH, that the Grantors, for and in consideration of the sum of Ten Dollars (\$10 00) and other valuable considerations paid to the Grantor, the receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the Grantee, the following described lots, tracts or parcels of land lying, being and situated in the County of Boone and State of Missouri to-wit

Tract Number One Hundred Six (106) of the replat of Sunrise Estates Subdivision as shown by the plat recorded in Plat Book 7, Page 46. Records of Boone County, Missouri

Subject to easements, conditions, restrictions and limitations of record.

Boone County, Missouri
Unofficial Document

BOONE COUNTY MO NOV 12 2008

To have and to hold the same, together with all rights and appurtenances to the same belonging, unto the said Grantees, and to His/Her successors and assigns The said Grantor hereby covenanting that it and the successors and assigns of such Grantor shall and will WARRANT AND DEFEND the title to the premises unto the said Grantees, and to the successors and assigns of such Grantee forever, against the lawful claims of all persons claiming by, through or under Grantor but none other, excepting, however, the general taxes for the calendar year 2008 and thereafter, and special taxes becoming a lien after the date of this deed

IN WITNESS WHEREOF, the said Grantor has hereunto caused this instrument to be signed on the day and year first above written

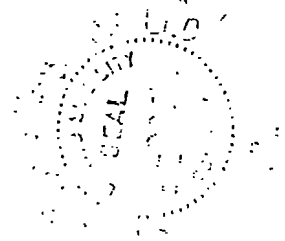
Grantor

HSBC Bank, USA as Indenture Trustee for Friedman Billings Ramsey Group, Inc (FBR) Securitization
Name-FBRSI 2005-2

Title Heidi Brodersen, Asst. Vice President

Attest

Title Victoria Rodriguez, REO Specialist



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

} ss.

On October 30, 2008, before me,

Jason L. Stephens

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

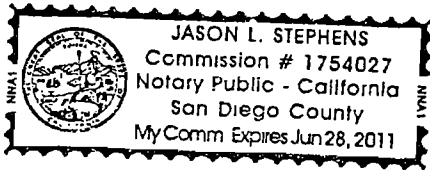
personally appeared

Heidi Brodersen, Asst. Vice President

Name(s) of Signer(s)

personally known to me

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal Above

OPTIONAL

Jason L. Stephens
Signature of Notary Public

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Christopher Slate
809 Hillsdale Road
Columbia, MO 65201

2. Article Number
(Transfer from service label)

hg

7011 1150 0000 8664 8178

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee
 X *[Signature]*

B. Received by (Printed Name) *Christopher Slate*

C. Date of Delivery *8-26-11*

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

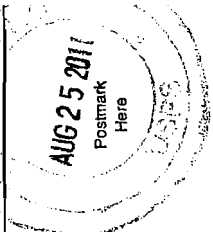
4. Restricted Delivery? (Extra Fee) Yes

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE



Postage \$

Certified Fee *5.59*

Return Receipt Fee (Endorsement Required)

Restricted Delivery Fee (Endorsement Required)

Total Postage & Fees

Sent To
 Christopher Slate
 809 Hillsdale Road
 Columbia, MO 65201

PS Form 3800, August 2006

9278 4998 0000 0511 7702

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

First National Bank & Trust CO
P.O Box 1867
Columbia, MO 65205

2. Article Number
(Transfer from service label)

hg

7011 1150 0000 8664 8185

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee
 X

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

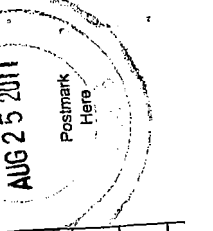
4. Restricted Delivery? (Extra Fee) Yes

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE



Postage \$

Certified Fee *5.59*

Return Receipt Fee (Endorsement Required)

Restricted Delivery Fee (Endorsement Required)

Total P.

Sent To
 First National Bank & Trust CO
 P.O Box 1867
 Columbia, MO 65205

PS Form 3800, August 2006

9278 4998 0000 0511 7702

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 11

In the County Commission of said county, on the 18th day of October 20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the grant application by Boone County, Missouri for the Fostering Court Improvement JCIP Sub-grant: Local Court Enhancements.

Done this 18th day of October, 2011.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Fostering Court Improvement JCF Sub-grant: Local Court Enhancements

The Fostering Court Improvement sites are measured on pre-determined outcomes including permanency, timeliness, and child safety measures. In addition, the Children's Division Quality Assurance Specialists provide child welfare data to the local project sites. Strategies are then developed to address areas of deficiency which are identified in the outcome measurements. Funding is available up to \$3000 for each of the twelve project sites to assist them in their ability to implement strategies to improve services and outcomes for children and families. Each site will be required to submit funding request on this form, along with budgets and justification for their request in terms of the child welfare goals they hope to achieve and how the funding will support such. Reimbursement would be made in accordance with approved budgets after costs have been incurred.

Budget Request

1. Please break down your funding request:

Budget Line Item	Approximate Cost	Budget Line Item	Approximate Cost
a. Lunch-food	\$2,000.00	e.	
b. Peoplefinders subscription	\$275.00	f.	
c. Training	\$725.00	g.	
d.		h.	

Justification (attach additional sheets if necessary)

1. How will this funding enhance your courts ability to meet outcomes for children and families?
 Our FCI team meets monthly on a regular basis. These meetings are always scheduled over the lunch hour as it is the one time that most of us have availability to attend. We have approximately 20-25 people who attend our meetings. These meetings allow us to review our tasks and objectives in order to meet our goals. It is also an opportunity for our team to evaluate our progress and determine what does and does not work. We are requesting funds to cover the cost of lunch provided at eleven meetings for approximately 25 people. As part of FCI goals, we are also holding roundtable luncheons with our contract attorneys in order to address concerns, case management and planning as well as ways to improve communication between the guardian ad litem, indigent parent attorney, team members and child. We plan on hosting four of these roundtable discussions during this grant period. Our FCI group has previously received training on Finding Families and has set goals to utilize this in order to find relative placements and supports for children in care. As part of this process, we plan to continue our subscription to Peoplefinders for \$24,95 a month in order to search for family members. This would be for November-September (11 months). We believe this will help us find permanency for children in care. (See Attachment)

2. Provide a timeline and description of how the funding will be used.
 (Funding must be spent and OSCA must be billed within one calendar year from award date unless otherwise specified)
 Monthly FCI meetings, providing lunches, beginning in November, 2011 and running through September, 2012 (eleven meetings)
 Contract Attorney roundtable luncheons with CD and JO Staff - December, 2011; March, 2012; June, 2012; September, 2012
 Peoplefinders subscription - Each month beginning in November and ending in September, 2012
 Trainings would be held beginning in November and running through September, 2012 as needed. It is anticipated the majority of the trainings would be held in November, 2011 through February, 2012.

For OSCA Internal Use Only

- 1. Does this request fall within the scope of the Fostering Court Improvement Program?
- 2. Does this request meet the requirements of the DHS-ACF requirements for uses of these grant funds?
- 3. Is it clear that funding will be expended and billed to OSCA within one calendar year?
- 4. Are there any special terms or conditions attached to this award?

Authorization (please both sign and print your name)

Signature - Presiding Judge

Thirteenth Judicial Circuit Court

Date

10/13/11

Division of Court Programs, Research and Education

OSCA

Our current FCI goals have been to “Strengthen the link between reporting tools and timely outcomes” and “To provide high quality and targeted services for older youth through an educated decision-making process”. Through these goals there have been many sub-committees formed. Many new processes, forms, and protocol are being developed. Training would be provided to Children’s Division staff, Juvenile Office staff and contracted attorneys regarding the new process. We would anticipate using funds for training in purchasing training materials, lunch and/or snacks. We would anticipate having five different training dates in an effort to get all the topics covered and allow all the staff from the different agencies to be able to attend.

**Return to: Office of State Courts Administrator, Contracts Section
2112 Industrial Drive, P.O. Box 104480, Jefferson City, MO 65110**

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 11

In the County Commission of said county, on the 18th day of October 20 11

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

Now on this day the County Commission of the County of Boone does hereby rescind Commission Order 398-2011 and authorize up to two (2) hours funeral leave with pay to attend the funeral of a Boone County co-worker upon approval by the Administrative Authority.

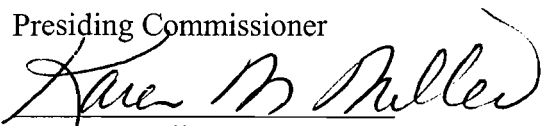
Done this 18th day of October, 2011.

ATTEST:

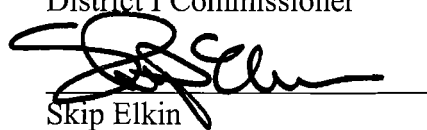
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Human Resources

BETTY DICKNEITE
Director



603 East Ash
Columbia, MO 65201
(573) 886-4395

October 12, 2011

TO: Dan Atwill, Presiding Commissioner
Karen Miller, District 1 Commissioner
Skip Elkin, District 2 Commissioner

FROM: Betty Dickneite, Chairperson
Personnel Advisory Committee

RE: Recommendation from Personnel Advisory Committee to revise Bereavement Leave Policy (Section 5.2 of the Personnel Policy Manual)

The Personnel Advisory Committee met on October 6, 2011 and unanimously recommended a revision to Section 5.2 Bereavement Leave Policy. The recommended additional wording is shown in bold print below:

Section 5.2 Bereavement Leave:

Benefited employees may be granted funeral leave with pay, not to exceed three (3) days, in the event there is a death in the immediate family. When circumstances causing hardship upon employees are involved, up to a total of five (5) days may be granted by the Administrative Authority. Additional leave with pay may be compensated from accumulated vacation or sick hours. Benefited employees may be granted leave with pay not to exceed one day for absence due to the death of a relative not considered immediate family. Immediate family is defined as an employee's spouse, child, parent, siblings, legal wards, parents-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, or a person living within the employee's household.

The County Commission hereby authorizes up to two (2) hours funeral leave with pay to attend the funeral of a Boone County co-worker upon approval by the Administrative Authority.

(Revised 10/6/2011)

The Personnel Advisory Committee members voting in favor of this recommendation were: Wendy Noren, Tom Schauwecker, June Pitchford, Pat Lensmeyer, Bonnie Adkins (for Dan Knight), Christy Blakemore, Karen Miller, Nicole Galloway, Stan Shawver, Betty Dickneite, and Aron Gish.

Members Not Present for Vote and no proxy given: Bettie Johnson, Dwayne Carey, Cathy Richards, and Melinda Bobbitt.

Should you have any questions, please let me know.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 11


In the County Commission of said county, on the 18th day of October 20 11

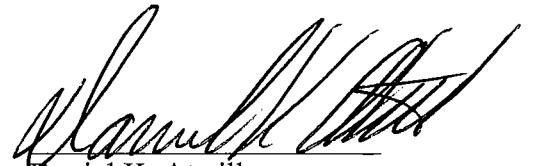
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby consent to the application filed by Thomas M. Schneider on behalf of the Board of Trustees of Boone County Hospital for a variance from the Columbia Board of Adjustment to allow east wall signage of 678.8 square feet and logo of 188.5 square feet.

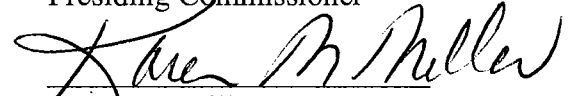
Done this 18th day of October, 2011.

ATTEST:

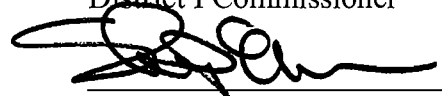

Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



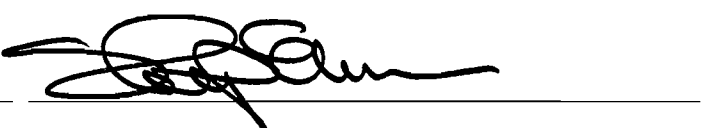
Skip Elkin
District II Commissioner

CONSENT TO APPLICATION FOR SIGN VARIANCE

The undersigned Commissioners of Boone County, Missouri hereby consent to the application filed by Thomas M. Schneider on behalf of the Board of Trustees of Boone County Hospital for a variance from the Columbia Board of Adjustment to allow east wall signage of 678.8 square feet and logo of 188.5 square feet.

10/18/11
Date 
DAN ATWILL, PRESIDING COMMISSIONER

10/18/11
Date 
KAREN M. MILLER, District 1 Commissioner

10/19/11
Date 
SKIP ELKIN, District 2 Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 11

In the County Commission of said county, on the 18th day of October 20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the Ground Lease Estoppel Certificate between the Boone County Senior Citizen Services Corporation and Boone County, Missouri. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 18th day of October, 2011.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Skip Elkin

Skip Elkin
District II Commissioner

GROUND LEASE ESTOPPEL CERTIFICATE

This Ground Lease Estoppel Certificate (the "Certificate") is executed effective as of October 18, 2011, by **BOONE COUNTY, MISSOURI**, a first class county and political subdivision of the State of Missouri (the "Lessor") in favor of **BOONE COUNTY SENIOR CITIZEN SERVICES CORPORATION**, a Missouri nonprofit corporation (the "Lessee").

1. Lessor and Boone Retirement Center, Inc. are parties to a Ground Lease dated January 7, 1997, as assigned to the Lessee by the Lease And Asset Transfer Agreement Amendment dated November 13, 2000, and then amended by a Ground Lease Amendment dated as of November 13, 2000 (collectively, the "Lease Agreement"), for that certain real property in Columbia, Missouri, more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Premises"). A true and correct copy of the Lease Agreement is attached hereto as Exhibit B.
2. The Lease Agreement is in full force and effect and to the best of Lessee's knowledge there are no breaches or defaults presently existing under the Lease Agreement, nor, to the best of Lessee's knowledge, have any events occurred or failed to occur which, with the passage of time or the giving of notice or both, would constitute a breach or default under the Lease Agreement. The Lease Agreement constitutes the only agreement between Lessor and Lessee with respect to the Premises.
3. The commencement date for the initial term of the Lease Agreement was November 13, 2000 and continuing through November 13, 2050.
4. Lessee has made no agreements with Lessor, or with any predecessor or agent of Lessor, concerning fee rent, partial rent, rebate of rental payments or other rental concessions except as set forth in the Lease Agreement.
5. There are no unsatisfied obligations on the part of the Lessor to construct, install or pay or reimburse the costs of any improvements to the Premises or make any other payments to or on behalf of Lessee.
6. Lessee has not made any deposit or paid any rents or other sums in advance with respect to the Lease Agreement.
7. No portion of the Premises has been sublet or assigned by Lessee.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;

SIGNATURE PAGE TO FOLLOW]

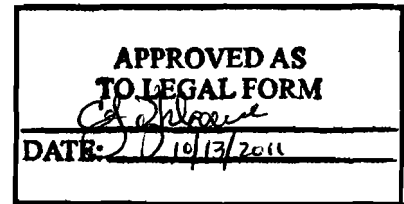
IN WITNESS WHEREOF, the parties have signed this Agreement, being fully authorized to do so and intending to be legally bound to the terms, covenants and conditions hereof as an instrument under seal as of the date first written above.

LESSOR:

BOONE COUNTY, MISSOURI,

A first class county and political subdivision of the State of Missouri, by and through its County Commission

By: *[Signature]*
DAN ATWILL, Presiding Commissioner



ATTEST:

Wendy S. Noren
WENDY S. NOREN, Boone County Clerk

LESSEE:

BOONE COUNTY SENIOR CITIZEN SERVICES CORPORATION,
a Missouri nonprofit corporation

By: *Betty Wilson*
Name:
Title: *President*

ATTEST:

By: *Jacqueline J. Reuter*
Name: *Jacqueline J. Reuter*
Title:

Exhibit A

LEGAL DESCRIPTION

LOT 1 BLUFF CREEK OFFICE PARK PLAT 3-D, RECORDED IN PLAT BOOK 30 PAGE 5, LOCATED IN THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 48 NORTH, RANGE 12 WEST, COLUMBIA, BOONE COUNTY, MISSOURI, BEING PART OF TRACT B AND TRACT D OF THE SURVEY RECORDED IN BOOK 891 PAGE 500, RECORDS OF BOONE COUNTY.

Exhibit B

Lease Agreement
(attached hereto)

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 1321.1)

15-97



STATE OF MISSOURI

County of Boone

} ss.

January Session of the November Adjourned

Term 19 97

In the County Commission of said county, on the

7th

day of January

19 97

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

Now on this day the County Commission of the County of Boone does hereby abrogate the Ground Lease adopted by the County Commission on December 19, 1996 and approve, and authorize the Presiding Commissioner to sign, the revised Boone Retirement Center Ground Lease attached to this Commission Order.

Done this 7th day of January, 1997.

Attest:

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

Don Stampler
DON STAMPER
Presiding Commissioner

Karen M. Miller
KAREN M. MILLER
District I Commissioner

Linda V. Vegt
LINDA VOGT
District II Commissioner

Ⓢ

GROUND LEASE

THIS LEASE dated the 20th day of January, 1997, is made by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through the Boone County Commission, (herein "Lessor"), and Boone Retirement Center, Inc., a Missouri not-for-profit corporation, of Columbia, Boone County, Missouri, (herein "Lessee").

IN CONSIDERATION of the promises, covenants and performance of the obligations set forth in this agreement, the parties agree to the following:

1. Background of Agreement - This Lease is made in view of the following facts which the parties believe are true:

1.1 The Lessor is the owner of real estate described below, located in the City of Columbia, Boone County, Missouri (herein the "real estate").

1.2 Lessee is a duly formed and existing not-for-profit corporation qualified under section 115 of the Internal Revenue Code as an instrumentality of Boone County, Missouri established for the purpose of providing housing and care for the elderly inhabitants of Boone County, Missouri, and assist the county in providing housing and care for the indigent elderly, all set forth in its Articles of Incorporation and By Laws enacted thereunder.

1.3 Lessee intends to construct new senior citizen residential living facilities which will include independent living facilities, assisted care facilities, as well as long-term in-patient complete or full-care facilities (hereinafter referred to as "residential facilities").

1.4 Lessee intends to lease the real estate from the Lessor for the purpose of constructing its new residential facilities and for that purpose is entering into this lease with the Lessor. Lessee intends to seek Federal Housing Administration ("FHA") insurance for the financing of the construction of "residential facilities" pursuant to the provisions of § 232 of the National Housing Act. Lessor is willing to lease the real estate to the Lessee in exchange for the Lessee's agreement to provide residential facilities and services to the indigent elderly inhabitants of Boone County, Missouri in order to assist the county in its fulfilling its statutory responsibilities to provide housing and care for the indigent elderly inhabitants of Boone County, Missouri.

1.5 Both parties to this Lease are willing to enter into this Lease in order to fulfill their respective objectives and responsibilities. Neither party would enter into this agreement but for the inducements offered by the other party as are specified in this agreement. This agreement is to serve as written evidence of all terms, conditions and provisions applicable to the understanding of the parties.

2. Leasehold Conveyance - Lessor hereby leases to the Lessee the real estate more specifically described as follows located within the City of Columbia, County of Boone, to wit:

Lot 1 of Bluff Creek Office Park Plat 3-D as shown by Plat recorded in Plat Book 30, Page 5, Records of Boone County, Missouri.

The leasehold herein conveyed shall be for a term of fifty (50) years commencing on the date the mortgage loan insured by FHA and used to finance the "residential facilities" is executed unless sooner terminated by either party in accordance with the provisions of this lease.

3. Leasehold Consideration - In consideration of the Lessor entering into this lease, the Lessee agrees to provide housing and related services to the indigent elderly inhabitants of Boone County, Missouri, on behalf of and instead of the Lessor providing such services directly, which is hereby deemed adequate consideration for this lease and which shall be provided in lieu of cash payment of rent under this lease. The services to be provided to the indigent elderly inhabitants of Boone County, Missouri, shall be provided to those persons who qualify for Medicaid assistance payments or other state or federal governmental subsidies for housing and related services of the same or similar nature (herein "qualified persons"). These "in lieu of cash rent payment" services shall consist of an annual calendar year "rent equivalent" which shall be calculated as follows:

3.1 The annual calendar year "rent equivalent" shall be calculated on the basis of the difference between the dollar value of the unreimbursed direct cost of housing and related services provided to qualified persons resulting from less than market rate reimbursement by such state Medicaid payments or other state or federal subsidized payments for housing and related services of the same or similar nature as compared each calendar year to the average daily per diem rate charged to private nonqualified persons within said facility for housing and related services of like-kind. The total amount of "rent equivalent" shall be of a value at least equal to the rate of interest the Lessor would earn on Seven-Hundred Forty-Four-Thousand Five-Hundred Twenty Dollars (\$740,520.00), computed on an annual basis at a rate equal to the average rate of interest earned by Boone County, Missouri, on its investments for the year in which interest accrues; provided that the foregoing formula shall be applicable only if fifty percent (50%) of the Lessee's facilities constructed on the real estate are leased, rented to otherwise provided to qualified persons as the term is defined above.

3.2 In the event that less than fifty percent (50%) of the residents of the Lessee's facilities during any calendar year are qualified persons, then the "rent equivalent" shall consist of provision of housing and related services to the indigent elderly inhabitants of Boone County, Missouri, of an annual calendar year dollar value at least equivalent to the greater of either the "rent equivalent" specified in 3.1 above, or the annual amount of additional principal and interest the Lessee would pay on Seven-Hundred Forty-Four-Thousand Five-Hundred Twenty Dollars (\$740,520.00) based upon the average rate of interest and average term of debt it incurs to construct the facilities upon the real estate within two (2) years of the date of this lease. Provided,

however, that any such obligation shall be subordinate and inferior to Lessee's obligations under the mortgage loan documents it enters into to finance the construction of the "residential facilities" and which are insured by FHA.

4. **Condition of Premises** - The real estate is conveyed to a Lessee under this lease in its current unimproved condition without representation or warranty as to physical condition of the real estate including but not limited to the existence of hazardous wastes or substances, hidden dangers or defects or other surface or subsurface conditions. In executing this lease, the Lessee represents that it has inspected the real estate through its agents, officers or contractors and is knowledgeable of the physical conditions of the real estate and assumes and accepts full responsibility and liability for the real estate without recourse against the Lessor, its officers, agents or employees, regardless of any known or unknown risks, dangers or other hazards thereon.

5. **Use of Leased Premises** - The Lessee agrees that it shall use the Lease premises only for purposes of constructing, operating, maintaining and providing housing and related services to senior citizens requiring residential facilities and services and for no other purposes without the express written consent of the Lessor. All uses of the real estate herein conveyed shall be consistent and in compliance with all privately established restrictive covenants and building restrictions and as well as all applicable building codes and life safety codes, ordinances or regulations.

6. **Improvements** - Lessee shall have the right in the reasonable exercise of its discretion and at its sole cost and expense to make improvements on the real estate leased hereunder consistent with the provisions of this lease, including construction of buildings and other facilities; all such buildings and other improvements shall be considered an integral part of and inseparable from the real estate leased hereunder.

7. **Insurance** - Lessee agrees at all times to keep and shall be obligated to maintain one or more policies of insurance for general public liability with Boone County, Missouri, named as insured in the amount of One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in aggregate, unless a lesser amount is agreed to in writing by the parties hereto. Lessee further agrees that all improvements on the real property shall be insured for casualty loss on an "all-risk" basis for the full insurable value thereof with Boone County, Missouri, named as insured as its interests may appear. Lessee further agrees that all insurance shall be maintained at its sole expense and that all policies of insurance maintained by Lessee shall contain provisions requiring at least thirty (30) days advance written notice to Boone County, Missouri of termination or cancellation. Certificates of insurance coverage or other satisfactory proof of insurance coverage shall be produced for inspection by the Lessee upon written request of the Lessor.

8. **Indemnity** - To the extent not covered by applicable insurance, Lessee agrees to indemnify or hold harmless the Lessor, its officers, agents and employees from all claims,

demands, suits and judgments of any type or kind, including payment of the reasonable and necessary expenses of defense and litigation, attorney fees, expert witness fees and costs. In this regard it is understood and agreed that the Lessor assumes no responsibility or liability for the general management, operation or control of the real estate conveyed under this lease.

9. **Subletting and Assignment** - Except as authorized by this lease and unless otherwise authorized in writing by the Lessor, Lessee shall not assign any interest in this lease, nor sublet any part or all of the leased premises. This prohibition on assignment and subletting shall include contracting the general management of the real estate and improvements thereon to any person, business or other entity without the written consent of the Lessor; provided, however, that the Lessor agrees that consent to subletting and assignment shall not be unreasonably withheld if necessary for purposes of obtaining FHA insured financing through a governmentally established Industrial Development Authority having jurisdiction if such Industrial Development Authority is the sublessee.

10. **Purchase Option** - At any time during the term of this Lease the Lessee may purchase the real estate which is the subject matter of this Lease from the Lessor by payment of the "purchase price" described later in this paragraph after giving at least sixty (60) days advance written notice of Lessee's intent to exercise the purchase option herein granted so long as the Lessee is not otherwise in material breach of any term or condition of this lease. The purchase price shall be the fair market value of the unimproved real estate as of the date notice of intent to purchase is executed but not less than Seven Hundred Forty Thousand Five Hundred Twenty Dollars (\$740,520.00). The fair market value of the unimproved real estate shall be determined by the average value of three appraisals prepared by three independent appraisers licensed or certified by the state of Missouri and who are also M.A.I. qualified. One appraiser shall be appointed by the Lessor, one shall be appointed by the Lessee, and the third appraiser shall be chosen by mutual agreement of the two appraisers appointed by the parties to this Lease. The purchase shall be for the cash in exchange for delivery of merchantable title to the real estate subject to any encumbrances of record established by mutual consent of the parties; closing shall occur within sixty (60) days of exercise of the purchase option and it shall be the responsibility of Lessee to pay any costs or expense associated with exercise of the purchase option and conveyance of the Lessor's interest in the leased property to the Lessee. It is further agreed that in the event Lessee does not exercise its option to purchase the unimproved real estate during the term of this lease, then upon expiration or termination of the Lease, the real estate and all improvements thereon constructed by the Lessee or otherwise shall become the property of the Lessor.

11. **Subordination** - Notwithstanding anything in this lease to the contrary, the provisions of this lease are subject and subordinate to the National Housing Act, all applicable HUD insurance and GNMA Regulations and related administrative requirements of the mortgage loan documents, and all applicable FHA and GNMA Regulations and related administrative requirements, and in the event of any conflict between the provisions of this Ground Lease and GNMA Regulations, related HUD or GNMA administrative requirements, or the FHA loan

documents or the FHA and GNMA Regulations or administrative requirements, the said National Housing Act, regulations, administrative requirements or FHA loan requirements shall be controlling in all respects.

12. **Default and Termination** - In the event the Lessee shall default in the performance of any non-monetary obligation required under this lease, then the Lessor shall give the Lessee written notice of such default; thereafter, the Lessee shall have the right to cure said default within thirty (30) days of the date of the Lessor's Notice of Default, or such longer period as authorized in writing by the Lessor, and in the event that the Lessee cures such default, then this Lease may be continued as if no default occurred; otherwise, the Lessor shall have the right to terminate this Lease as specified herein. In the event of default in the Lessee's performance of any monetary obligation required by this Lease or pursuant to the requirements of any security agreement, note or other evidence of debt authorized under this lease and the Lessee's failure to cure or otherwise eliminate said default as required by this Lease or other instrument establishing such monetary obligation, then in addition to any other remedy provided by law or equity, the Lessor shall have the right to terminate this lease and assume ownership of both improved and unimproved real estate which is the subject matter of this lease, subject to any deed of trust or mortgage encumbering the property securing payment of any debt incurred to construct the improvements thereon and subject to compliance with any HUD rules or regulations for the "transfer of physical assets" which may be applicable. It is expressly understood and agreed that the Lessor shall have a reasonable time to either assume any existing debt on the facility or to pay-off or refinance such debt in order to protect its ownership interests in the real estate conveyed under this lease; provided, however, both parties acknowledge that this provision for assumption of indebtedness or refinancing shall be subject to any applicable FHA Regulatory Agreement and that the terms and conditions of any such FHA Regulatory Agreement and the regulations of HUD shall be superior to the position of the Lessor with respect to the Lessor's assumption of indebtedness or refinancing necessary to preserve its equity in the real estate hereby conveyed. Termination shall be made by the Lessor giving the Lessee at least thirty (30) days advance written notice of termination with statement of the reasons for termination. Termination notice shall be served in any manner provided for giving notices under this lease. In the event of termination, Lessee covenants and agrees to remove itself from the premises in a peaceable manner and to take all reasonable measures necessary to preserve and promote the uninterrupted business operations conducted on the premises hereby leased. Lessee further agrees to reimburse and pay the Lessor any sums which the Lessor reasonably incurs to enforce this or any other provision of the lease, including reasonable attorney fees, costs, litigation expenses and other reasonable and necessary enforcement expenses.

13. **Encumbrances** - The Lessee hereby covenants and agrees not to encumber or cause any encumbrance to be made against the real property without the written consent of the Lessor, except that Lessor hereby consents to the Lessee mortgaging the real estate which is the subject matter of this lease for purposes of financing construction of improvements and necessary furnishings and equipment of improvements within the first two (2) years of this lease for the initial debt financing which is approved by order of the Boone County Commission.

14. **Record Keeping and Auditing** - Lessee agrees that it shall keep and maintain its books and records in accordance with generally accepted accounting standards applicable to not for profit corporations conducting business similar to that of the Lessee and to make all its books and records available to the Auditor of Boone County, Missouri, or official auditing officer of said county, or an independent certified public accountant appointed by Lessee, or by the Lessor in the absence of appointment by the Lessee, to verify that Lessee's compliance with the terms and conditions of this lease with respect to the provisions of paragraphs three (3), five (5) and thirteen (13) of this lease; such auditing for compliance with the terms and conditions of said paragraphs shall be performed annually each calendar year with written report of the results of such audit to be provided to Lessor immediately upon completion. The expense of the services of an independent certified public accountant required under this paragraph shall be paid by the Lessee.

15. **Amendment** - This Lease may be amended by mutual agreement of the parties so long as such amendment is made in writing and executed with the same formality as this agreement.

16. **Notices** - Any notice required or permitted to be given under this lease shall be made and given in writing and may be served in any manner reasonably calculated to provide actual notice. It shall be presumed that any notice required to be given hereunder is given as of the date of mailing if such notice is mailed to the chief administrator or chief executive officer of the party to whom it is directed at the address then applicable to such chief administrator or executive officer and such notice is sent by certified mail, return receipt requested, restricted delivery, to such administrator or chief executive officer by name at the address officially designated for the party to receive notice.

17. **Waivers** - Waiver of any condition or covenant of this Lease or any breach of any condition or covenant shall not be taken to constitute a waiver of any subsequent breach of such condition or covenant or to justify or authorize the nonobservance on any other occasion of the same or any other condition or covenant hereof. Nor shall any right or remedy of the Lessor herein set forth be exclusive but shall be in addition to any other rights or remedies allowed by law or equity.

18. **Relationship of Parties** - Nothing contained in this Lease shall be deemed, intended or construed by the parties hereto or by any third party as creating any relationship or principal agent or of joint venture, or governmental or governmental affiliation except as required by law as it may pertain to meetings and records. It is understood and agreed that the provisions contained in this Lease or any act of the parties hereto, their agents, officers or employees, shall not be deemed to create a relationship between the parties other than a relationship between Lessor or Lessee.

19. **Authority of Signatories** - The Signatories to this Agreement on behalf of the respective entities affirmatively represent that they have obtained all necessary resolutions and orders appropriate to enter this lease and are duly authorized to enter into this lease and bind the parties which they represent to all terms and conditions contained herein.

20. **Binding Effect** - This lease shall be binding upon the parties hereto and their respective successors and assigns in office.

21. **Section Headings** - All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision in this Lease.

22. **Execution** - This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but altogether shall constitute but one-in-the-same Lease.

23. **No Recourse Under This Lease** - All covenants, stipulations, promises, agreements and obligations of the parties hereto contained in this lease shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the parties hereto, respectively, and not any member, officer, employee or agent of the parties hereto in any individual capacity, and no recourse shall be had for any breach of any term or condition of this lease against any such member, officer, employee or agent of the parties.

IN WITNESS WHEREOF the parties have executed this lease by their duly authorized officers as signatories, effective the day and year first-above written.

BOONE RETIREMENT CENTER, INC.

By: Patty Brock
Patty Brock, Chairman of the Board

BOONE COUNTY, MISSOURI

By: Boone County Commission
Dan Stämpfer
Dan Stämpfer, Presiding Commissioner

ATTEST:

By: Juanelle Byler
Juanelle Byler, Secretary

ATTEST:

Wendy G. Noren
Wendy G. Noren, County Clerk

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this ____ day of _____, in the year 19__ before me _____,
a Notary Public in and for said state, personally appeared _____,
president of the Boone Retirement Center, Inc., known to me to be the person who executed the
within instrument in behalf of said corporation and acknowledged to me that s/he executed the

same for the purposes therein stated.

Notary Public

My Commission Expires: _____

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this 7th day of July, 19 97, before me personally appeared Don Stamper, who after being duly sworn upon his oath did state, affirm, and acknowledge that he is the duly elected Presiding County Commissioner of the County of Boone, a political subdivision of the State of Missouri, that he executed the within instrument on behalf of said County pursuant to the authority vested in him by order of the County Commission to execute said instrument on behalf of said County and as authorized by law and that he executed same for the purposes therein stated.

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



Notary Public.

My commission expires _____

MICHELLE R. MALABY
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COUNTY OF BOONE
COMMISSION EXPIRES MAY 12, 1999

441-2000

CERTIFIED COPY OF ORDER

(Rev. Stat. Sec. 2321)

STATE OF MISSOURI }
County of Boone } ca.

November Session of the November Adjourned Term. 20 00

In the County Commission of said county, on the 6th day of November 20 00
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve a Ground Lease Amendment and a Lease and Asset Transfer Amendment to allow for HUD loan for the Boone County Senior Citizen Services Corporation and authorize the Presiding Commissioner to sign the documentation.

Done this 6th day of November, 2000.

ATTEST:

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

Don Stampler
Don Stampler
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Linda Vogt
Linda Vogt
District II Commissioner

LEASE AND ASSET TRANSFER
AGREEMENT AMENDMENT

THIS LEASE AND ASSET TRANSFER AGREEMENT AMENDMENT ("Lease Amendment") is dated as of the 13th day of November, 2000, by and between BOONE COUNTY, MISSOURI, a first class county and political subdivision of the State of Missouri by and through the Boone County Commission ("Lessor") and BOONE COUNTY SENIOR CITIZEN SERVICES CORPORATION, a Missouri not-for-profit corporation, located in Boone County, Missouri ("Lessee").

WHEREAS, Lessor and Lessee entered into a Lease and Asset Transfer Agreement dated the 14th day of January, 1999 ("Lease") by which Lessor leases to Lessee real and personal property as well as transferred certain other assets further described in the Lease for the operations of Boone Retirement Center located within the City of Columbia, County of Boone, and State of Missouri; and

WHEREAS, Gershman Investment Corp., ("Mortgagee") obtained the Commitment For Insurance of Advances, FHA Project Number 085-43072, dated September 18, 2000, (the "Firm Commitment") evidencing the commitment of the Federal Housing Administration ("FHA") to insure a mortgage loan with respect to the construction of a 122-bed nursing home facility upon the Property (the "Project") under Section 207 pursuant to Section 232 of the National Housing Act; and

WHEREAS, Mortgagee has issued its commitment (the "Lender Commitment") to make a mortgage loan to Lessee to finance the Project upon compliance with the terms and conditions of the Lender Commitment in the principal amount of \$9,120,000.00; and

WHEREAS, Lessor and Lessee desire to enter into this Lease Amendment as further set forth herein in order to comply with the terms of the Firm Commitment so that the Project will be financed and upon completion will provide residential facilities and services to indigent elderly inhabitants of Boone County, Missouri; and

WHEREAS, Section 13 of the Lease requires that the Lease be amended by mutual agreement of the parties in writing.

NOW THEREFORE, in consideration of One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Lease Amendments. The Lease is hereby amended to include the following provisions:

Lease Payments - All payments of rent due under the Lease shall be paid by Lessee out of surplus cash from the Project pursuant to the Regulatory Agreement executed between Lessee and HUD dated November 13, 2000 ("Regulatory Agreement").

2. Inconsistencies with Amendment. If there are any inconsistencies with the provisions of the Lease and the provisions of this Lease Amendment as set forth herein, the provisions of this Lease Amendment shall control.

3. Inconsistencies with Regulatory Agreement. If there are any inconsistencies with the provisions of the Lease and Lease Amendment and the provisions of the Regulatory Agreement, the provisions of the Regulatory Agreement shall control.

4. Definitions. The definitions contained in this Lease Amendment shall be incorporated into the provisions of the Lease as the context requires.

IN WITNESS WHEREOF, the parties have executed this Lease Amendment by their duly authorized officers as signatories, effective the day and year first-above written.

BOONE COUNTY SENIOR CITIZEN SERVICES CORPORATION,
a Missouri not-for-profit corporation

BOONE COUNTY, MISSOURI
a first class county and political subdivision
of the State of Missouri

By: J. Burton Boyle, Pres.
ATTEST:

By: Don Stamper
Don Stamper, Presiding Commissioner
ATTEST:

By: Cathy K. Jordan
STATE OF MISSOURI)
St. Louis) ss
COUNTY OF BOONE)

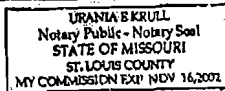
By: Wendy S. Kern
Wendy Kern, County Clerk

On this 13th day of November, 2000, before me appeared J. Burton Boyle, to me personally known, who, being by me duly sworn did say that he is the President of Boone County Senior Citizen Services Corporation, a Missouri not-for-profit corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board and said he acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Urania E. Krull
(Notary Public)

My term expires _____



STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this 10th day of November, 2000, before me appeared Don Stamper to me personally known, who, being by me duly sworn did say that he is the duly elected Presiding County Commissioner of Boone County, Missouri, a first class county and a political subdivision of the State of Missouri and that said instrument was signed in behalf of said County, by authority vested in him by order of the Boone County Commission and said he acknowledged said instrument to be the free act and deed of said County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Cathy D. Richards
(Notary Public)

My term expires 10/15/2004



GROUND LEASE AMENDMENT

THIS GROUND LEASE AMENDMENT ("Lease Amendment") is dated as of the 13th day of November, 2000, by and between BOONE COUNTY, MISSOURI, a first class county and political subdivision of the State of Missouri by and through the Boone County Commission ("Lessor") and BOONE COUNTY SENIOR CITIZEN SERVICES CORPORATION, a Missouri not-for-profit corporation, located in Boone County, Missouri ("Lessee").

WHEREAS, Lessor and Boone Retirement Center, Inc., entered into a Ground Lease dated the 7th day of January, 1997 ("Lease") for the real property located within the City of Columbia, County of Boone, and State of Missouri and described as follows:

Lot 1 of Bluff Creek Office Park Plat 3-D as shown by Plat recorded in Plat Book 30, Page 5, Records of Boone County, Missouri (the "Property"); and

WHEREAS, the Lease has been assigned to Lessee by Assignment dated January 29, 1999; and

WHEREAS, Gershman Investment Corp., ("Mortgagee") obtained the Commitment For Insurance of Advances, FHA Project Number 085-43072, dated September 18, 2000, (the "Firm Commitment") evidencing the commitment of the Federal Housing Administration ("FHA") to insure a mortgage loan with respect to the construction of a 122-bed nursing home facility upon the Property (the "Project") under Section 207 pursuant to Section 232 of the National Housing Act; and

WHEREAS, Mortgagee has issued its commitment (the "Lender Commitment") to make a mortgage loan to Lessee to finance the Project upon compliance with the terms and conditions of the Lender Commitment in the principal amount of \$9,120,000.00; and

WHEREAS, Lessor and Lessee desire to enter into this Lease Amendment as further set forth herein in order to comply with the terms of the Firm Commitment so that the Project will be financed and upon completion will provide residential facilities and services to indigent elderly inhabitants of Boone County, Missouri; and

WHEREAS, Section 15 of the Lease requires that the Lease be amended by mutual agreement of the parties so long as the amendment is made in writing and executed with the same formality as the Lease.

NOW THEREFORE, in consideration of One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Lease Amendments. The Lease is hereby amended to include the following provisions as Sections 24, 25, 26 and 27 of the Lease:

24. HUD Addendum- Notwithstanding any other provisions of this Lease, if and so long as this leasehold estate is subject to a mortgage insured, reinsured, or held by the Federal Housing Commissioner or given to the Federal Housing Commissioner in connection with a resale, or the Property is acquired and held by him because of a default under such mortgage:

24.1 Lessee is authorized to obtain a loan, the repayment of which is to be insured by the Federal Housing Commissioner and secured by a mortgage on this leasehold estate. Lessee is further authorized to execute a mortgage on this leasehold and otherwise to comply with the requirements of the Federal Housing Commissioner for obtaining such an insured mortgage loan.

24.2 The Federal Housing Commissioner, or his successors in office, shall have the option, in the event that he or his successor in office, through the operation of his contract of mortgage insurance, shall acquire title to the leasehold interest, to purchase good and marketable fee title to the Property, free of all liens and encumbrances except such as may be waived or accepted by him or his successor in office, within twelve (12) months after so acquiring the leasehold interest, for the sum of \$850,000.00, payable in cash, or by Treasury check, provided all rents are paid to date of transfer of title, upon first giving sixty (60) days' written notice to Lessor or other person or corporation who may then be the owner of the fee, and the owner of the fee shall thereupon execute and deliver to the Federal Housing Commissioner, or his successor in office, a deed of conveyance to the Property, containing a covenant against the grantor's acts, but excepting therefrom such acts of Lessee and those claiming by, through or under Lessee of the leasehold interest. Nothing in this option shall require Lessor to pay any taxes or assessments which were due and payable by Lessee.

24.3 If approved by the Federal Housing Commissioner, Lessee may assign, transfer or sell its interest in the Property.

24.4 Insurance policies shall be in an amount, and in such company or companies and in such form, and against such risks and hazards, as shall be approved by the Mortgagee and/or the Federal Housing Commissioner. Lessor shall not take out separate insurance concurrent in form or contributing in the event of loss with that specifically required to be furnished by Lessee to the Mortgagee. Lessor may at its own expense, however, take out separate insurance which is not concurrent in form or not contributing in the event of loss with that specifically required to be furnished by Lessee.

24.5 If all or any part of the Property shall be taken by condemnation, that portion of any award attributable to the improvements or damage to the improvements shall be paid to the Mortgagee or otherwise disposed of as may be provided in the insured mortgage. Any portion of the award attributable solely to the taking of land shall be paid to Lessor. After the date of taking, the annual ground rent shall be reduced ratably by the proportion which the award paid to Lessor bears to the total value of the land as established by the amount the Federal Housing Commissioner would be required to pay upon acquisition of the fee as set out in Section 24.2 of the Lease. In the event of a negotiated sale of all or a portion of the Property in lieu of condemnation, the proceeds shall be distributed and ground rents reduced as provided in cases of condemnation, but the approval of the Commissioner and the Mortgagee shall be required as to the amount and division of the payment to be received.

24.6 Lessor agrees that, within ten (10) days after receipt of written request from Lessee, it will join in any and all applications for permits, licenses or other authorizations required by any governmental or other body claiming jurisdiction in connection with any work which Lessee may do hereunder, and will also join in any grants for easements for electric, telephone, gas, water, sewer and such other public utilities and facilities as may be reasonably necessary in the operation of the Property or of any improvements that may be erected thereon; and if, at the expiration of such ten (10) day period, Lessor shall not have joined in any such application, or grants for easements, Lessee shall have the right to execute such application and grants in the name of Lessor, and, for that purpose, Lessor hereby irrevocably appoints Lessee as its attorney-in-fact to execute such papers on behalf of Lessor.

24.7 Nothing in this Lease contained shall require Lessee to pay any franchise, estate, inheritance, succession, capital levy or transfer tax of Lessor, or any income, excess profits or revenue tax, or any other tax, assessment, charge or levy upon the rent payable by Lessee under this Lease.

24.8 Upon any default under this Lease which authorizes the cancellation thereof by Lessor, Lessor shall give notice to the Mortgagee and the Federal Housing Commissioner, and the Mortgagee and the Federal Housing Commissioner, their successors and assigns, shall have the right within any time within six (6) months from the date of such notice to correct the default and reinstate the Lease unless Lessor has first terminated the Lease as provided herein.

At any time after two (2) months from the date a notice of default is given to the Mortgagee and the Commissioner, Lessor may elect to terminate the Lease and acquire possession of the Property. Upon acquiring possession of the Property, Landlord shall notify Commissioner and the Mortgagee. The Mortgagee and Commissioner shall have six (6) months from the date of such notice of acquisition to elect to take a new lease on the Property. Such new lease shall have a term equal to the unexpired portion of the term of this Lease and shall be on the same terms and conditions as contained in this Lease, except that the Mortgagee's and Commissioner's liability for ground rent shall not extend beyond their occupancy under such lease. The Landlord shall tender such new lease to the Mortgagee or Commissioner within thirty (30) days after a request for such lease and shall deliver possession of the Property immediately upon execution of the new lease. Upon executing a new lease, the Mortgagee or Commissioner shall pay to Lessor any unpaid ground rentals due or that would have become due under this Lease to the date of the execution of the new lease, including any taxes which were liens on the Property and which were paid by Lessor, less any net rentals or other income which Lessor may have received on account of this Property since the date of default under this Lease.

24.9 All notices, demands and requests which are required to be given by Lessor, Lessee, the Mortgagee or the Commissioner shall be in writing and shall be sent by registered or certified mail, postage prepaid, and addressed to the address of the party as given in this Lease, unless a request for a change in this address has been sent to the party giving the notice by registered or certified mail prior to the time when such notice is given.

Lessor: Boone County Commission
801 East Walnut Street, Room 245
Columbia, MO 65201

Lessee: Boone County Senior Citizen Services Corp.
1623 Anthony Street
Columbia, MO 65201

Mortgagee: Gershman Investment Corp.
7 North Bemiston
St. Louis, MO 63105

Federal Housing
Commissioner: U.S. Department of Housing and Urban Development
1222 Spruce Street
St. Louis, MO 63103

24.10 This Lease shall not be modified without the consent of the Federal Housing Commissioner.

24.11 Upon any default under the mortgage on this leasehold estate, Lessee shall give notice to Lessor and Lessor shall have the right to correct the default in accordance with the terms of the mortgage on this leasehold estate.

25. **Lease Payments** - All payments of rent due under the Lease shall be paid by Lessee out of surplus cash from the Project pursuant to the Regulatory Agreement executed between Lessee and HUD dated as of November 13, 2000 ("Regulatory Agreement").

26. **Real Estate Taxes** -Lessor acknowledges, agrees and confirms that the Property is exempt from real estate taxes and shall remain tax exempt upon and after a foreclosure on the mortgage on the leasehold estate on the Property. Lessee acknowledges, agrees and confirms that the Property is exempt from real estate taxes during the term of the Lease.

27. **27. Term of Lease** -The Lease of the Property has been terminated and reenacted for a period of fifty years ending November 13, 2050.

2. **Inconsistencies with Amendment**: If there are any inconsistencies with the provisions of the Lease and the provisions of this Lease Amendment as set forth herein, the provisions of this Lease Amendment shall control, provided however, that the Lease Amendment provisions shall be subordinate to the provisions contained in Section 11 of the Lease.

3. **Inconsistencies with Regulatory Agreement**. If there are any inconsistencies with the provisions of the Lease and Lease Amendment and the provisions of the Regulatory Agreement, the provisions of the Regulatory Agreement shall control.

4. Definitions. The definitions contained in this Lease Amendment shall be incorporated into the provisions of the Lease as the context requires.

IN WITNESS WHEREOF, the parties have executed this Lease Amendment by their duly authorized officers as signatories, effective the day and year first-above written.

BOONE COUNTY SENIOR CITIZEN
SERVICES CORPORATION,
a Missouri not-for-profit corporation

BOONE COUNTY, MISSOURI
a first class county and political subdivision
of the State of Missouri

By: Boone County Commission

By: J. Burton Byrle, Pres

By: Don Stampo
Don Stampo, Presiding Commissioner

ATTEST:

ATTEST:

By: Candy K. Foltz

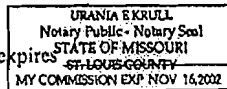
By: Wendy Noyen
Wendy Noyen, County Clerk

STATE OF MISSOURI)
St. Louis) ss
COUNTY OF BOONE)

On this 15th day of December, 2000, before me appeared J. Burton Byrle, to me personally known, who, being by me duly sworn did say that he is the president of Boone County Senior Citizen Services Corporation, a Missouri not-for-profit corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board and said he acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires



Urania Ekrull
(Notary Public)

STATE OF MISSOURI)
)ss
COUNTY OF BOONE)

On this 16th day of November, 2000, before me appeared Don Stamper, to me personally known, who, being by me duly sworn did say that he is the duly elected Presiding County Commissioner of Boone County, Missouri, a first class county and a political subdivision of the State of Missouri and that said instrument was signed in behalf of said County, by authority vested in him by order of the Boone County Commission and said he acknowledged said instrument to be the free act and deed of said County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Cathy D. Richards
(Notary Public)

My term expires 10/15/2004

