

CERTIFIED COPY OF ORDERSTATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned Term. 20 04

In the County Commission of said county, on the 26th day of October 20 04

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

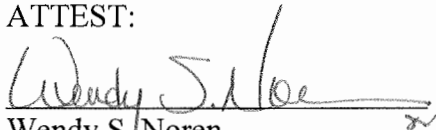
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision:

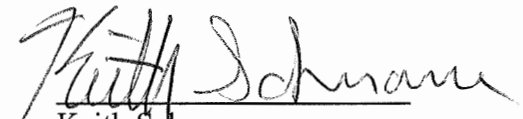
DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
1123-86800: Emergency	\$30,000.00	
1194-22000: Mail Services – Postage		\$30,000.00

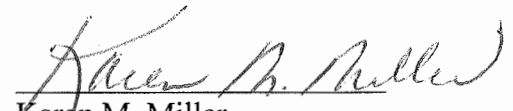
Said budget revision is to increase the postage line item due to increased election mailings.

Done this 26th day of October, 2004.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

REQUEST FOR BUDGET REVISION

BOONE COUNTY, MISSOURI RECEIVED

10-25-04

EFFECTIVE DATE

OCT 25 2004

FOR AUDITORS USE

449-2004

Department				BOONE COUNTY AUDITOR Account					Department Name	Account Name	(Use whole \$ amounts)		
											Transfer From	Transfer To	
											Decrease	Increase	
1	1	2	3	8	6	8	0	0	Emergency Funds			\$30,000.00	
1	1	9	4	2	2	0	0	0	Mail Services	Postage			\$30,000.00

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): Postage needed due to primarily increased election mailings in 2004. Also, requesting second reading be waived due to time line of tax bill mailings.

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? YES NO
If not, please explain (use an attachment if necessary):


Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- Unencumbered funds are available for this budget revision.
- Comments:


Auditor's Office


PRESIDING COMMISSIONER


DISTRICT I COMMISSIONER


DISTRICT II COMMISSIONER

10/25/04

FY 2004
Budget Amendments/Revisions
Mail Services (1194)

<u>Index #</u>	<u>Date Recd</u>	<u>Account</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>	<u>Comments</u>
1	10/25/04	22000	Postage	30,000		Postage needed due primarily to increased election mailings	Account 22000 Postage - 2004 Budget \$220,000 YTD Actual \$204,252.25 Class 2 Materials & Supplies - 2004 Budget \$221,030 YTD Actual \$205,281.44 Dept 1123 - 86800 Emergency - 2005 Original Budget \$650,000 YTD Actual \$31,035

2004 Emergency Fund
1123-86800

DATE	DEPARTMENT	DEPT. NO.	ACCOUNT	AMOUNT	BALANCE	DESCRIPTION
1/1/2004	Original budget			650,000	650,000	Original budget
4/20/2004	Commission Office	1121	91100	(1,335)	648,665	Commission chambers desk
6/4/2004	Human Resources	1115	92100	(650)	648,015	chair for HR director
6/17/2004	Non-Departmental	1190	71100	(1,140)	646,875	real estate appraisal
7/29/2004	County Counselor	1126	10100	(1,600)	645,275	Increase pos #664 Secretary from .5 FTE to .6 FTE
8/31/2004	County Counselor	1126	71105	(10,000)	635,275	Additional legal services
9/24/2004	Insurance & Safety	1191	71008	(8,610)	626,665	Tail insurance coverage for Dr. Allan
10/12/2004	Jury Services & Court Costs	1230	92301	(4,700)	621,965	Purchase unbudgeted Codec 6000 (video conference equip)
10/14/2004	Non-Departmental	1190	71101	(3,000)	618,965	Real estate appraisal
10/22/2004	Medical Examiner	1280	71101	(3,000)	615,965	Increase in autopsies due to new medical examiner
10/25/2004	Mail Services	1194	22000	(30,000)	585,965	Postage due primarily to increased election mailings
			Total Revisions	<u>(64,035)</u>		

2004 Contingency Fund
1123-86850

DATE	DEPARTMENT	DEPT. NO.	ACCOUNT	AMOUNT	BALANCE	DESCRIPTION
1/1/2004	Budget-Elections Personnel	1132		51,143	51,143	Original budget
7/12/2004	Election & Registration	1132	71101	(18,000)	33,143	Contractual services for training (instead of new employee)
1/1/2004	Budget-Help Desk Personnel	1170		50,223	50,223	Original budget
9/13/2004	IT	1170		(17,682)	32,541	Help Desk Technician
1/1/2004	Budget-Jail Nurse Personnel	1255		13,354	13,354	Original budget
3/8/2004	Corrections	1255	10100, 10115, 10120, 10200, 10325, 10400	(2,572)	10,782	Pos #599 RN (part-time) - Additional 2 hrs/week
7/12/2004	Corrections	1255	91300	(8,475)	2,307	Corrections medical equipment
	Total Original Budget			114,720		
	Total Revisions			<u>(46,729)</u>		
	Total Remaining Budget			<u>67,991</u>		

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 04

County of Boone

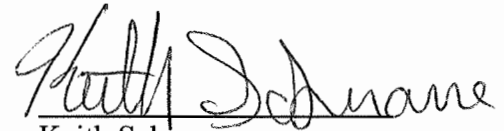
In the County Commission of said county, on the

26th day of October 20 04

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

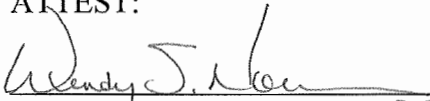
Now on this day the County Commission of the County of Boone does hereby award bid 72-07OCT04 for the At-Grade Absorption Trench On-Site Sewer Treatment System and Water Supply Line project to Sublett Excavating, LLC. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 26th day of October, 2004.

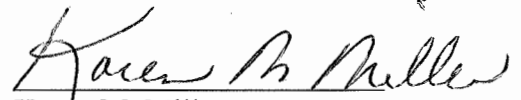


Keith Schnarre
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Heather Turner, CPPB
Buyer



601 E. Walnut, Room 209
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

450 - 2004

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: October 25, 2004
RE: 72-07OCT04 At-Grade Absorption Trench On-Site Sewer Treatment System and Water Supply Line

The Bid for At Grade Absorption Trench On-Site Sewer Treatment System and Water Supply Line closed on October 7, 2004. Four bids were received. Purchasing and the Sheriff's department recommend award to Sublett Excavating, LLC for submitting the low bid.

Total cost of contract is \$14,175.00 to be paid out of department 2540– Sheriff Civil Charges, Account Number 91200 – Buildings and Improvements. The original budget was \$18,000.00.

Please find attached a copy of the bid tabulation for your review.

ATT: Bid Tabulation

cc: Kevin Merritt, Sheriff's Department
Leasa Quick, Sheriff's Department
Bid File

Bid Tabulation

72-07OCT04 At-Grade Absorption Trench On-Site Sewer Treatment System and Water Supply Line

4.7.	Bid Response - Bid prices must include any and all labor, parts, and material required to perform the work described in Section 2 of this bid request.	Sonic Septic Service	Sublett Excavating	TW Colton Plumbing and Excavating	Sullivan Excavation
		Total Cost	Total Cost	Total Cost	Total Cost
4.7.1.	At-Grade Absorption Trench On-Site Sewer Treatment System	\$8,100.00	\$9,300.00	\$12,524.00	\$15,000
4.7.2.	Water Supply Line Installation	\$7,670.00	\$4,875.00	\$4,825.00	\$4,400
4.7.3.	Water Supply Line Overage	\$5.60 per foot	\$4875.00 per foot	\$3.86 per foot	\$4.00 per foot
4.7.4.	After Notice to Proceed is issued, work will begin on this project within _____ working days.	30 working days	14 working days	10 working days	30 working days
4.7.5.	Project will be completed within _____ working days after first day of work commencement.	30	10	30	30

No Bids
Gibbs Farms, Inc.

10/19/04

DATE

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

PURC

Sublett Excavating, LLC

573-875-3034

VENDOR NO.

VENDOR NAME

PHONE #

5885 Rowland Road
ADDRESS

Harrisburg
CITY

MO 65256
STATE ZIP

To: County Clerk's Office

BID DOCUMENTATION

This field MUST be completed to demonstrate compliance with st
Refer to RSMo 50.660, 50.753-50.790, and the Purchasin

Comm Order # 450-2004

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) attached (>\$750 to \$4,449)
- <\$750 No Bids Required (enter bid # below if you are purchasing from a bid, even if this purchase is <\$750)
- Professional Services (see Purchasing Policy Section 3-103)

Transaction Not S

- Utility
- Travel
- Dues
- Refund
- Cooperative Agreement
- Other (Explain):

Return to Auditor's Office

- Pub/Subscriptions
- Required Gov Payment
- Agency Fund Distribution

#72-07OCT04

(Enter Applicable Bid / Sole Source / Emergency Number)

RECEIVED

OCT 20 2004

Bill To Department # 2540

Ship To Department # 2540

BOONE COUNTY AUDITOR

Department				Account				Item Description	Qty	Unit Price	Amount
2	5	4	0	9	1	2	0 0	At Grade Absorption Trench On-Site Sewer System	1	9300.00	9300.00
								Water Supply Line Installation	1	4875.00	4875.00
								Total			14175.00

Fixed cost

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Beverly Dean
Requesting Official

[Signature]
Auditor Approval

CONTRACT AGREEMENT

450-2004

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Sublett Excavating, LLC** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

BID NUMBER 72-07OCT04
At-Grade Absorption Trench On-Site Sewer Treatment System and Water Supply Line
BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the At-Grade Absorption Trench On-Site Sewer System in the amount of \$9,300.00 and the Water Supply Line Installation in the amount of \$4,875.00 for a contract award total of \$14,175.00.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

1. Introduction and General Conditions of Bidding
2. Primary Specifications
3. Response Presentation and Review
4. Response Form
5. Exhibit A-At Grade Absorption Trench On-Site Treatment System Details and Drawings
6. Exhibit B-Water Supply Line Path
7. Standard Terms and Conditions
8. Statement of Bidder's Qualifications
9. Annual Wage Order No. 11

It is understood and agreed that, except as may be otherwise provided for by the "Primary Specifications" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Public Works Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

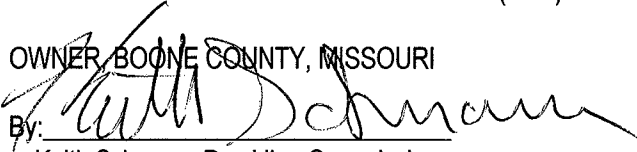
The Owner agrees to pay the Contractor in the amount:

Fourteen Thousand One Hundred Seventy Five Dollars (\$14,175.00)

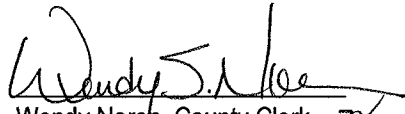
as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 26 OCT 2004 at Columbia, Missouri. (Date)

OWNER, BOONE COUNTY, MISSOURI

By: 
Keith Schnarre, Presiding Commissioner

ATTEST:


Wendy Noren, County Clerk

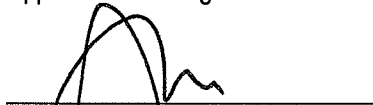
CONTRACTOR: **Sublett Excavating, LLC**

By: _____
Authorized Representative Signature

By: _____
Authorized Representative Printed Name

Title: _____

Approved as to Legal Form:


John Patton
Boone County Counselor

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation at this time.)

2540/91200 - \$14,175.00

Signature June Pitchford by KF Date 10/25/2004 Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

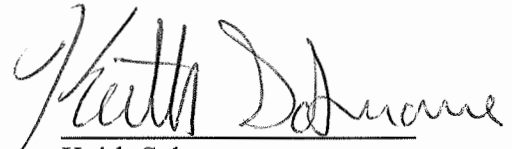
October Session of the October Adjourned Term. 20 04

In the County Commission of said county, on the 26th day of October 20 04

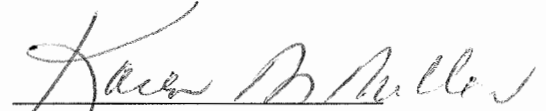
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Hospital Services Agreement between the Boone County Sheriff's Department and the Curators of the University of Missouri on behalf of University of Missouri Hospital and Clinics and University Physicians. It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement.

Done this 26th day of October, 2004.



Keith Schnarre
Presiding Commissioner




Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

Hospital Services Agreement

451-2004

This agreement, dated the 26 day of OCT, 2004, is made by and between Boone County, Missouri, through its County Commission (hereafter "County"), the Sheriff of Boone County, Missouri (hereafter "Sheriff") and The Curators of the University of Missouri on behalf of University of Missouri Hospital and Clinics and University Physicians (hereafter "Hospital/Physicians").

Whereas, Sheriff operates a jail pursuant to the requirements of state law as described in chapter 221 of the Missouri Revised Statutes, with such operation funded by County; and

Whereas, the Sheriff is responsible for arranging for medical care for persons who are in the custody of the Sheriff, to assure that the serious or imminent medical needs of these individuals are not neglected while they are in custody; and

Whereas, the Sheriff provides physician and nursing services at the County Jail through its annual general fund appropriations established by County to address the routine medical needs of inmates; and

Whereas, these on-site services at the County Jail may not meet the needs of inmates who require emergency medical services, including emergency care; and

Whereas, Hospital is an acute care hospital in Columbia, Missouri, that provides a range of medical services, including emergency care; and

Whereas, the Sheriff and County believe it is in the interests of the citizenry to establish a consistent approach for addressing the provision of medical services to inmates by the Hospital, specifically including the payment for these services;

Now Therefore, Sheriff, County and Hospital enter into this agreement (hereafter "Agreement"), which applies to medical services that are provided to individuals who are in the custody of the Sheriff (hereafter "Patients"). It is understood and agreed as follows:

1. When a Patient is brought to the Hospital by the Sheriff or his designee for emergency medical treatment, the Hospital/Physicians will provide such emergency screening and stabilizing treatment as appear to be necessitated by the Patient's medical needs, consistent with the requirements of federal law (EMTALA).
2. The Sheriff through his employees shall determine during the booking process whether each inmate has health insurance on forms approved by Sheriff.
3. If the Sheriff advises the Hospital/Physicians that a Patient has private insurance or is a beneficiary of the Medicare, Medicaid or other government health insurance program, or if there is good reason to believe that a Patient has sufficient financial resources to make payment directly, then the Hospital/Physicians will assume responsibility for billing the appropriate insurer for the medical services that the Hospital/Physicians has provided to the



0402408A

BOONE CTY/SHERIFF OF BOONE CTY
HOSPITAL SERVICES

Patient. The Hospital/Physicians will make best efforts to collect for the cost of the Patient's medical care from the Patient or applicable third party payer.

4. If a Patient does not have any type of medical insurance, if a Patient is indigent and does not have the ability to pay, or if the Hospital/ Physicians is/are unable to collect for the Patient's medical services from the Patient or third party payers, despite making best efforts to collect from these sources, the County will compensate the Hospital/University Physicians for Patient services in accordance with the following understandings.
 - a. The Hospital will bill the Sheriff, and the County will compensate the Hospital for medical services, at a percentage of billed charges that is consistent with the current Medicaid fee schedule.
 - b. It is understood that this rate is comparable to payments that would be received by the Hospital from government payers (e.g. the Medicaid programs).
 - c. This rate will apply to medical services provided in Fiscal Year 2003 and in the future, while this Agreement is in effect and until such time as it is modified or terminated.
 - d. Physicians will bill the Sheriff, and the County will compensate Physicians for physician services at a percentage of billed charges that is consistent with the percent of charges being paid to the Hospital.
5. It is understood that the amount that is billed to Sheriff and paid by County for Patient services that are provided by the Hospital/Physicians will not exceed the usual and customary rate that is billed to other third party payers for the same services, including either government or private payers.
6. If a Patient requires medical services on a non-emergent basis, then the Sheriff must contact the Hospital and obtain its concurrence and the commitment of appropriate members of the Medical Staff to provide medical care to the Patient.
7. If a Patient is admitted to receive medical care of a non-emergent nature, then the same procedures will apply to obtaining payment for the services that are provided by the Hospital as apply to emergency treatment, in accordance with Section 4 above.
8. Either the County or the Hospital/Physicians may terminate or seek to modify this Agreement at any time upon providing reasonable advance written notice to the other party. It will be assumed that thirty days' notice is reasonable notice.

The Curators of The University of Missouri on behalf of University of Missouri Hospital and Clinics, and University Physicians

by: Dave Smart

Dave Smart
Assoc. Director, Business Svcs.

date: 11/16/04

APPROVED
AS TO
LEGAL FORM
KSB 11/12/04

BUSINESS SERVICES
MU 11/16/04

BOONE COUNTY, MISSOURI

by: Keith Schnarre
Keith Schnarre, Presiding Commissioner
Boone County Commission

date: 26 OCTOBER 2004

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

SHERIFF OF BOONE COUNTY, MISSOURI

by: Ted Boehm
Ted Boehm, Sheriff

date: 10-19-04

APPROVED AS TO FORM:

[Signature]
County Counselor
10/19/04

date

AUDITOR CERTIFICATION

[Signature]
County Auditor 1255-85610
(Term and Supply, no encumbrance required)

10/19/04
date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 04

County of Boone

In the County Commission of said county, on the

26th day of October 20 04

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


Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment:

DEPARTMENT ACCOUNT AND TITLE	AMOUNT INCREASE
4040-03411: City/County Health Department – Federal Grant Reimbursement	\$246,040.00

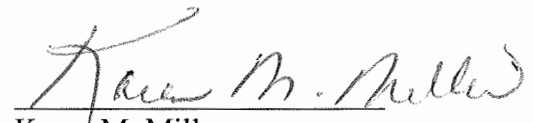
Said budget amendment is to establish a revenue budget for the “Health Care and Other Facilities (Renovation or Construction Projects)” Federal Grant for the Family Health Center.

Done this 26th day of October, 2004.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

REQUEST FOR BUDGET AMENDMENT

1st 10/14
2nd 10/26

BOONE COUNTY, MISSOURI

10/8/2004

EFFECTIVE DATE

FOR AUDITORS USE

452-2004

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
4	0	4	0	0	3	4	1	1	City/County Health Dept	Federal Grant Reimb		246,040

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary):

Establish revenue budget for "Health Care and Other Facilities (Renovation or Construction Projects)" federal grant. This grant will be used to reimburse expenditures budgeted for renovation of Nowells's bldg for Family Health Center. No additional expenditures need to be budgeted.

Est budget - Health Care grant

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached. *N/A*
- Comments:

agenda

Auditor's Office



PRESIDING COMMISSIONER

DISTRICT I COMMISSIONER

DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.

1. DATE ISSUED: 09/21/2004		2. PROGRAM CFDA: 93.887		<div style="text-align: center;">  DEPARTMENT OF HEALTH AND HUMAN SERVICES HEALTH RESOURCES AND SERVICES ADMINISTRATION  NOTICE OF GRANT AWARD AUTHORIZATION (Legislation/Regulation) P.L. 108-199 P.L. 108-7 </div>						
3. SUPERCEDES AWARD NOTICE dated: <small>except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.</small>										
4. GRANT NUMBER: 1 C76HF03265-01-00		5. FORMER GRANT NUMBER:								
6. PROJECT PERIOD: FROM: 09/01/2004 THROUGH: 08/31/2005										
7. BUDGET PERIOD: FROM: 09/01/2004 THROUGH: 08/31/2005										
8. TITLE OF PROJECT (OR PROGRAM): Health Care and Other Facilities										
9. GRANTEE NAME AND ADDRESS: Boone County Government Center Commission Office 801 E Walnut St RM 245 Columbia, MO 65201-4890 UDS #			10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR) Mr. Keith Ora Schnarre Boone County Government Center 801 E Walnut St Columbia, MO 65201-4890							
11. APPROVED BUDGET: (Excludes Direct Assistance) <input type="checkbox"/> Grant Funds Only <input checked="" type="checkbox"/> Total project costs including grant funds and all other financial participation				12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE						
a. Salaries and Wages: \$ 0.00 b. Fringe Benefits: \$ 0.00 c. Total Personnel Costs: \$ 0.00 d. Consultant Costs: \$ 0.00 e. Equipment: \$ 0.00 f. Supplies: \$ 0.00 g. Travel: \$ 0.00 h. Construction/Alteration and Renovation: \$ 1,195,661.00 i. Other: \$ 0.00 j. Consortium/Contractual Costs: \$ 0.00 k. Trainee Related Expenses: \$ 0.00 l. Trainee Stipends: \$ 0.00 m. Trainee Tuition and Fees: \$ 0.00 n. Trainee Travel: \$ 0.00 o. TOTAL DIRECT COSTS: \$ 1,195,661.00 p. INDIRECT COSTS: (Rate: % of S&W/TADC) \$ 0.00 q. TOTAL APPROVED BUDGET: \$ 1,195,661.00 i. Less Non-Federal Resources: \$ 949,621.00 ii. Federal Share: \$ 246,040.00				a. Authorized Financial Assistance This Period \$ 246,040.00 b. Less Unobligated Balance from Prior Budget Periods i. Additional Authority \$ 0.00 ii. Offset \$ 0.00 c. Unawarded Balance of Current Year's Funds \$ 0.00 d. Less Cumulative Prior Award(s) This Budget Period \$ 0.00 e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 246,040.00						
				13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)						
				<table border="1"> <thead> <tr> <th>YEAR</th> <th>TOTAL COSTS</th> </tr> </thead> <tbody> <tr> <td colspan="2" style="text-align: center;">Not Applicable</td> </tr> </tbody> </table>			YEAR	TOTAL COSTS	Not Applicable	
YEAR	TOTAL COSTS									
Not Applicable										
				14. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)						
				a. Amount of Direct Assistance \$ 0.00 b. Less Unawarded Balance of Current Year's Funds \$ 0.00 c. Less Cumulative Prior Awards(s) This Budget Period \$ 0.00 d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION \$ 0.00						
15. PROGRAM INCOME SUBJECT TO 45 CFR PART 74, SUBPART F OR 45 CFR 92.25 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: A=Additional Cost B=Deduction C=Finance Non-Federal D=Cost Sharing or Matching E=Other [A] Estimated Program Income: \$ 0.00										
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: <small>a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 74 or 45 CFR Part 92 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.</small>										
REMARKS: (Other Terms and Conditions Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No)										
Electronically signed by Dorothy Kelley, Grants Management Officer on: 09/21/2004										
17. OBJ. CLASS: 41.61		18. CRS-EIN: 1436000349A1		19. FUTURE RECOMMENDED FUNDING:						
FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUBPROGRAM CODE					
04-3880581	93.887	C76HF03265A0	\$ 246,040.00	\$ 0.00	N/A					



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93.887 HEALTH CARE AND OTHER FACILITIES

(Renovation or Construction Projects)

FEDERAL AGENCY

HEALTH RESOURCES AND SERVICES ADMINISTRATION, DEPARTMENT OF HEALTH AND HUMAN SERVICES

AUTHORIZATION

Public Law 108-199.

OBJECTIVES

To construct, renovate, expand, equip, or modernize health care facilities and other health care related facilities.

TYPES OF ASSISTANCE

Project Grants.

USES AND USE RESTRICTIONS

All funds awarded should be expended solely for carrying out the approved projects in accordance with the provisions of the fiscal year 2004 Congressional Appropriations Bill, Public Law 108-199.

ELIGIBILITY REQUIREMENTS

Applicant Eligibility

Eligible applicants include State and local governments, including their universities and colleges, quasi- governmental agencies, private universities and colleges, and private profit and nonprofit organizations. Organizations must be specifically earmarked in the Congressional Appropriation Bill.

Beneficiary Eligibility

Public or other entities will benefit.

Credentials/Documentation

The basis for determining the allowance and allocability of costs charged to Public Health Service (PHS) grants is set forth in DHHS Regulations 45 CFR 74.27 and 45 CFR 92.22. The cost principles prescribed for recipients are in: OMB Circular No. A-87 for State and local

governments, OMB Circular No. A-21 for institutions of higher education, 45 CFR 74, Appendix E for hospitals, OMB Circular No. A-122 for nonprofit organizations, and 48 CFR 74, Subpart 3.2 for-profit (commercial) organizations.

APPLICATION AND AWARD PROCESS

Preapplication Coordination

The standard application forms are furnished by the agency to eligible organizations. E.O. 12372 does not apply to this program. An environmental analysis is required for each project funded under this program under the provisions of the National Environmental Policy Act, 40 CFR 1500. As a result of this analysis, an Environmental Assessment and/or Environmental Impact Statement also may be required.

Application Procedure

Application materials are mailed to organizations that were specifically earmarked in the Appropriation Bill or Conference Report, based upon information in HRSA's annual appropriation.

Award Procedure

Only earmarked organizations may receive an award. Awards are made on the basis of proposal evaluations carried out by HRSA staff.

Deadlines

Application deadlines are indicated in the application materials provided to eligible applicants.

Range of Approval/Disapproval Time

Approximately 3 to 6 months.

Appeals

None.

Renewals

None.

ASSISTANCE CONSIDERATIONS

Formula and Matching Requirements

None.

Length and Time Phasing of Assistance

Awards are usually issued for a 3-year project period. Grant funds must be expended in five years.

POST ASSISTANCE REQUIREMENTS

Reports

At the conclusion of the project, grantees must submit a final Financial Status Report, a final report on project costs (424C) and a list of equipment purchased with grant funds.

Audits

In accordance with the provisions of OMB Circular No. A-133 (Revised, June 27, 2003), "Audits of States, Local Governments, and Nonprofit Organizations," nonfederal entities that expend financial assistance of \$500,000 or more in Federal awards will have a single or a program-specific audit conducted for that year. Nonfederal entities that expend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in Circular No. A-133. In addition, grants and cooperative agreements are subject to inspection and audits by DHHS and other Federal government officials.

Records

In accordance with 45 CFR, Part 74, Subpart D, grantees are required to maintain grant accounting records for 3 years after the end of a budget period. If any litigation claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the regular 3-year period, whichever is later.

FINANCIAL INFORMATION

Account Identification

75-0350-0-1-550.

Obligations

(Grants) FY 03 \$298,049,224; FY 04 \$308,971,767; and FY 05 est \$0.

Range and Average of Financial Assistance

\$45,250 to \$24,945,000; \$1,164,135.

PROGRAM ACCOMPLISHMENTS

Grants were awarded for construction, renovation projects, and equipment only projects. In fiscal year 2003, 410 grants were funded. About 509 projects will be funded in fiscal year 2004. No awards are estimated for fiscal year 2005.

REGULATIONS, GUIDELINES, AND LITERATURE

General information may be obtained by contacting the Headquarters Office indicated below. PHS Grants Policy Statement, DHHS Publication No. (OASH) 94-50,000, (Rev.) April 1, 1994.

INFORMATION CONTACTS

Regional or Local Office

None.

Headquarters Office

Program Contact: Mr. Paul Murhy, Chief, Facilities Monitoring Branch, Division of Facilities Compliance and Recovery, Office of Special Programs, Health Resources and Services Administration, Department of Health and Human Services, Parklawn Building, 5600 Fishers Lane, Room 16C-17, Rockville, MD 20857. Telephone: (301) 443-5656. Grants Management Contact: Mr. Neal Meyerson, Grants Management Specialist, Division of Grants Management Operations, Health Resources and Services Administration, 4350 East-West Highway, 11th Floor, Bethesda, MD 20814. Telephone: (301) 443-5906.

Web Site Address

<http://www.hrsa.gov/osp>

RELATED PROGRAMS

None.

EXAMPLES OF FUNDED PROJECTS

Construction of the Rocky Mountain Cancer Rehabilitation Institute at the University of Northern Colorado, Midwest Center for Rural Health at Union Hospital in Terra Haute, Indiana, and equipment for the Telemedicine Program at Magee Women's Hospital in Pittsburgh, PA.

CRITERIA FOR SELECTING PROPOSALS

Criteria are not available.

General Services Administration
Office of Governmentwide Policy
Office of Acquisition Policy
Regulatory and Federal Assistance Publication Division (MVA)

10/8/2004

FY 2004
Budget Amendments/Revisions
City/County Health Facility (4040)

<u>Index #</u>	<u>Date Recd</u>	<u>Account</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>
1	4/20/2004	71103	Architectural Services	37,280		Establish 2004 budget for Health Dept capital project
		71201	Construction Costs	1,753,464		
		71231	Owner Costs	178,334		
2	6/17/2004	71103	Architectural Services		2,123	Reduce budget due to audit adjustment
		71201	Construction Costs		486,177	
		71231	Owner Costs		1,006	
3	10/8/2004	3411	Federal Grant Reimbursement	246,040		Establish budget for Health Care and Other Facilities grant

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Recorded in Boone County, Missouri
Date and Time: 09/30/2004 at 10:28:42 AM
Instrument #: 2004029486 Book: 02599 Page: 0014
Grantor: BENSON, LARRY W
Grantee: BOONE COUNTY MISSOURI

Instrument Type: WD
Recording Fee: \$27.00
No. of Pages: 2

Bettie Johnson
Bettie Johnson, Recorder of Deeds



General Warranty Deed

Document Date: The 20 day of September, 2004.

Grantors: LARRY W. BENSON, a single person, and JERRY D. WATERMAN, a single person

Grantee: BOONE COUNTY, MISSOURI

Grantee's Mailing Address: 801 E. Walnut St., Columbia, MO 65201

Legal Description of Real Estate: The following-described real estate situated in Boone County, Missouri:

The South Forty-seven and One-half (47 1/2) feet of Lot Number Three Hundred Fifty-eight (358) and the South Forty-seven and One-half (47 1/2) feet of the East Twelve and One-half (12 1/2) feet of Lot Number Three Hundred Fifty-nine (359) in the Original Town, now City of Columbia, Missouri.

Subject to easements and restrictions of record.

THIS GENERAL WARRANTY DEED is made and entered into as of the Document Date stated above by and between the above-identified Grantors and Grantee.

WITNESSETH, that Grantors, for and in consideration of the amount of One Dollar and other valuable considerations paid by Grantee, receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee the above-described real estate.

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said Grantee forever, the said Grantors covenanting that Grantors and the heirs, executors, administrators and assigns of Grantors shall and will WARRANT AND DEFEND the title to the premises unto Grantee, and to the heirs and assigns of Grantee forever, against the

lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year 2004 tax year and thereafter, and special taxes becoming a lien after the above-stated Document Date.

IN WITNESS WHEREOF, Grantors have signed this General Warranty Deed as of the above-stated Document Date.

Larry W Benson

LARRY W. BENSON

Jerry D. Waterman

JERRY D. WATERMAN

STATE OF FLORIDA)
) SS.
COUNTY OF SARASOTA)

On this 20th day of September, 2004, before me personally appeared LARRY W. BENSON, a single person and JERRY D. WATERMAN, a single person, to me known to be the Grantors described in and who executed the foregoing General Warranty Deed and acknowledged that they executed the same as their free act and deed. In testimony whereof, I have hereunto set my hand and affixed my official seal, in the state and county aforesaid, the day and year first above written.

Nancy L Hall

Signature of Notary Public

(SEAL)

Nancy L. Hall

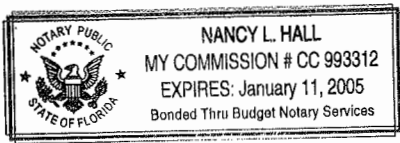
Typed or Printed Name of Notary Public

Sarasota Florida

County and State in Which Commissioned

01/11/05

Notary Commission Expiration Date



STEWART TITLE GUARANTY COMPANY

P.O. Box 2029
Houston, Texas 77252-2029
1-800-729-1902

<http://www.stewart.com>

BOONE-CENTRAL TITLE COMPANY Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Stewart Title Guaranty Company and Boone-Central Title Company.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from [our affiliates or] others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

STEWART TITLE
GUARANTY COMPANY

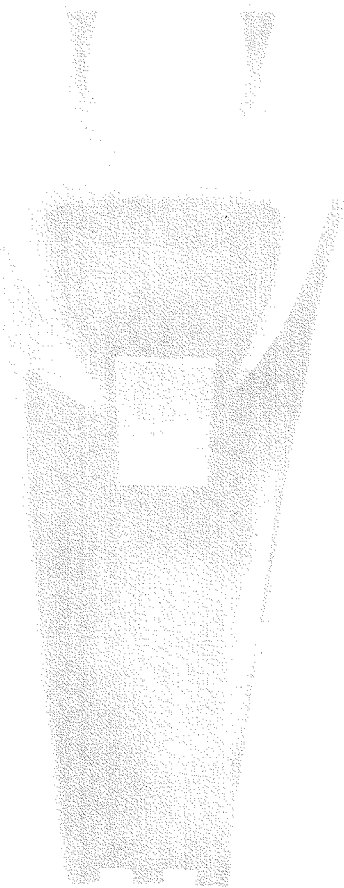
ESTABLISHED 1893

INCORPORATED 1908

A NAME

RECOGNIZED NATIONALLY
AS BEING
SYNONYMOUS WITH

QUALITY



Sanctity of Contract

STEWART TITLE
GUARANTY COMPANY

P.O. Box 2029
Houston, Texas 77252

POLICY
OF
TITLE
INSURANCE

Visit our World-Wide Web site at: <http://www.stewart.com>

POLICY OF TITLE INSURANCE ISSUED BY

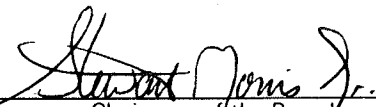
STEWART TITLE GUARANTY COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

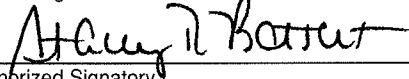
IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of the date of Policy shown in Schedule A.


Chairman of the Board

**STEWART TITLE
GUARANTY COMPANY**


President

Countersigned:


Authorized Signatory

Company **Boone-Central Title Co.**

601 E. Broadway

City, State **Columbia, MO 65201**



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who are deemed to be the interest of the named insured by operation of law as distinguished from the insured, including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument
(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest.

This policy shall not continue in force in favor of any purchaser from the insured of
(i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not be required to concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly

reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

(continued and concluded on last page of this policy)

CONDITIONS AND STIPULATIONS Continued
(continued and concluded from reverse side of Policy Face)

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

The liability of the Company under this policy shall not exceed the least of:

- (i) the Amount of Insurance stated in Schedule A; or,
- (ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy and improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorney's fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPOINTMENT.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters, when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at P. O. Box 2029, Houston, Texas 77252-2029.

Boone-Central Title Company

601 E. Broadway, Ste. 102

Columbia, MO 65201

Agent For

Stewart Title Guaranty Company

Owner's Policy

Schedule A

Policy No. **O-9993-3636075**

File No.: **0413840**

Amount of Insurance: **\$262,500.00**

Premium: **\$651.00**

Risk Rate: **\$260.40**

Date of Policy: **September 30, 2004 at 10:28:42 am**

Total Charges: **\$756.00**

1. Name of Insured:

Boone County, Missouri

2. The estate or interest in the land which is covered by this policy is:

Fee Simple

3. Title to the estate or interest in the land is vested in:

Boone County, Missouri

4. The land referred to in this policy is described as follows:

The South Forty-seven and One-half (47 1/2) feet of Lot Number Three Hundred Fifty-eight (358) and the South Forty-seven and One-half (47 1/2) feet of the East Twelve and One-half (12 1/2) feet of Lot Number Three Hundred Fifty-nine (359) in the Original Town, now City of Columbia, Missouri.

OWNER'S POLICY

SCHEDULE B

Date of Policy: **September 30, 2004**

Policy No. **O-9993-3636075**

File No: **0413840**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

STANDARD EXCEPTIONS:

1. (a) Rights or claims of parties in possession not shown by the public records.
(b) Easements or claims of easements, not shown by the public records.
(c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
(d) Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
(e) Taxes or special assessments which are not shown as existing liens by the public records.

SPECIAL EXCEPTIONS:

2. General taxes for the year **2004** and thereafter. Any special taxes not at this date entered against said property on the books in the Clerk's Office for the County of **BOONE**, State of **MISSOURI**. **NONE NOW DUE AND PAYABLE.**
3. **Certificate of Decision as shown by an instrument dated May 15, 1975 and recorded in Book 422, Page 410, Records of Boone County, Missouri.**
4. **EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES, AND OF ANY PERSON CLAIMING BY, THROUGH, OR UNDER THE LESSEES.**

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 04

County of Boone

In the County Commission of said county, on the

26th day of October 20 04

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment:

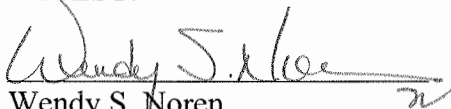
DEPARTMENT ACCOUNT AND TITLE	AMOUNT INCREASE
1190-91800: Non-Departmental – Land	\$315,000.00
1190-91200: Non-Departmental – Building	\$356,000.00

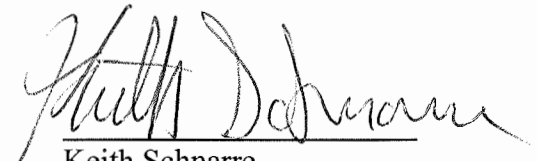
Said budget amendment is to amend the FY2004 budget to establish appropriations for the purchase of the Guaranty Land Title parcel and building.

The County Commission of the County of Boone does hereby approve the Real Estate Sales Contract and Lease with The Holden Companies, LLC for property located at 607 East Ash Street, Columbia. It is further ordered that the Presiding Commissioner be hereby authorized to sign said documents.

Done this 26th day of October, 2004.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

1st 10/14
2nd 10/26

REQUEST FOR BUDGET AMENDMENT

BOONE COUNTY, MISSOURI

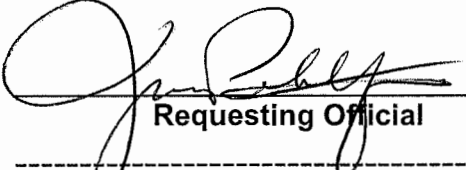
10/12/04

EFFECTIVE DATE

FOR AUDITORS USE
453-2004

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Decrease	Increase
1	1	9	0	9	1	8	0	0	Non Departmental	Land		315,000
1	1	9	0	9	1	2	0	0	Non Departmental	Building		356,000
											67,000	

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): **Amend FY 2004 budget to establish appropriation for the purchase of the Guarantee Land Title parcel and building. (Amt. above includes \$670,000 contracted purchase price plus estimated \$1,000 for closing costs.)**


Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached. *N/A*
- Comments:


Auditor's Office


PRESIDING COMMISSIONER


DISTRICT I COMMISSIONER


DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.

1st 10/14
2nd 10/26

REQUEST FOR BUDGET AMENDMENT

BOONE COUNTY, MISSOURI

10/12/04

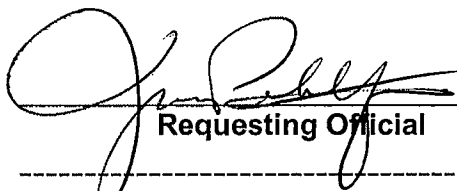
EFFECTIVE DATE

FOR AUDITORS USE

Department				Account				Department Name	Account Name	(Use whole \$ amounts)		
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1	1	9	0	9	1	8	0	0	Non Departmental	Land		315,000
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67,000

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): **Amend FY 2004 budget to establish appropriation for the purchase of the Guarantee Land Title parcel and building. (Amt. above includes \$670,000 contracted purchase price plus estimated \$1,000 for closing costs.)**


Requesting Official

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Auditor's Office

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From: "Tom Schauwecker" <TSchauwecker@boonecountymo.org>
To: "Karen Miller" <KMiller@boonecountymo.org>
Date: 10/13/04 8:47AM
Subject: Re: building versus land value for budget amendment on GLT

Karen:

The GLT property contains 17,100 square feet of land and 6,160 of gross building area. Given the land to building ratio of 2.78 which is very high in the CBD, I would estimate the land value to be about 47% of the purchase price or about \$315,000.

Tom

tschauwecker@boonecountymo.org

>>> Karen Miller 10/12/04 04:21PM >>>

Tom,

Can you give me your best estimate on what I should attribute to building and what to land for the GLT property so that I can get the budget amendment moving?

KMM

Karen M. Miller
District I Commissioner
Boone County MO
801 E. Walnut, Room 245
Columbia, MO 65201
573-886-4308
kmiller@boonecountymo.org

10/13/2004

FY 2004
Budget Amendments/Revisions
Non-Departmental (1190)

<u>Index #</u>	<u>Date Recd</u>	<u>Account</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>	<u>Comments</u>
1	6/17/2004	1123-86800 1190-71100	Emergency Outside Services	1,140	1,140	real estate appraisal	
2	8/18/2004	1190-71100 1190-71101	Outside Services Professional Services	1,140	1,140	Correct budget revision #2004 43	
3	8/31/2004	1190-91800 1190-91200	Land Buildings	75,000 187,650		Budget amdment- to establish appropriation to purchase property at 217 N. Ninth St. (Jerry's School of Hairstyling)	
4	10/12/2004 10/12/2004	1190-91800 1190-91200	Land Building	315,000 356,000		Budget amendment - to establish appropriation to purchase Guarantee Land Title property , 607 E. Ash; includes \$1,000 for closing costs.	

REAL ESTATE SALES CONTRACT

COPY

THIS CONTRACT (the "Contract"), made and entered into effective this 12th day of October, 2004, (the "Effective Date") by and between THE HOLDEN COMPANIES, L.L.C., ("Seller"); and BOONE COUNTY, MISSOURI, a political subdivision of the state of Missouri, through its County Commission ("Buyer"); certain of whom and all of whom are at times herein referred to respectively as "Party" or "Parties";

IN CONSIDERATION of the mutual covenants herein contained and the reliance to be thereto accorded, the Parties hereto agree as follows:

(1) The Seller agrees to sell and convey to Buyer; and Buyer agrees to buy and take from Seller; the following described real estate, located and situated in Boone County, Missouri, (the "Subject Property"), all upon the terms and conditions herein contained to-wit:

Lot Three Hundred Thirty-eight (338) and the East Forty Feet (E 40') of Lot Three Hundred Thirty-seven (337) of THE OLD TOWN, NOW CITY OF COLUMBIA, Boone County, Missouri Records.

Subject to Easements and restrictions of record.

(2) The Buyer agrees to pay Seller, as the purchase price (the "Purchase Price") for the Subject Property, the sum of Six Hundred Seventy Thousand Dollars, (\$670,000.00) payable in cash by Buyer's check at Closing.

(3) This contract and the conveyance contemplated herein have been entered into and will be effectuated pursuant to a threat of condemnation by Buyer; and Buyer does hereby agree to execute other and further documents as are reasonably required to document that this acquisition has been procured by threat of condemnation, so as to allow seller to utilize and comply with Internal Revenue Service Section 1033.

(4) Seller shall, at Seller's expense, furnish to Buyer within Fifteen (15) days of the Effective Date through Guaranty Land Title Insurance, Inc., 2000 Forum, Suite 5, Columbia, Missouri, 65203, ("Title Company") a commitment for an Owner's Policy of Title Insurance (the "Title Commitment") for the Subject Property in an amount equal to the Purchase Price, committing to insure the fee simple title to the Subject Property in Buyer as of the time and date of recordation of Seller's deed, and specifying the exceptions to coverage and any conditions to be satisfied. Buyer shall have Fifteen (15) days after Buyer's receipt of the Title Commitment in

which to notify Seller in writing of any objections Buyer has to any matter shown or referred to in the Title Commitment (including without limitation easements, covenants and/or restrictions). Any matter to which no such objection is made shall be a "Permitted Exception". Seller shall have the right, but not the obligation, within Fifteen (15) days following the receipt of Buyer's written exceptions, if any, to attempt to cause the Title Company to remove the exception and/or matter to which the objection has been made; it being agreed, however, that Seller shall have no obligation to bring any action or proceeding or otherwise to incur any expense whatsoever to eliminate or modify any of Buyer's title objections, if the Title Company does not agree to remove all exceptions to which objection is made within such Fifteen (15) day period, Buyer shall have an additional Ten (10) days within which to waive all such exceptions by giving Seller notice in writing that the Buyer has elected to waive such exceptions, and any item so waived shall be a Permitted Exception. If Buyer does not waive such exception, in writing, within the Ten (10) day period, this Contract shall be deemed to be terminated at the end of the said Ten (10) day period. Buyer shall not be required to object to any mortgage or deed of trust on the Property which can be removed upon the payment of money. Seller agrees to remove any such mortgage or deed of trust upon the payment of money. Seller agrees to remove any such mortgage or deed to trust prior to or at Closing and Buyer may use the proceeds of the Purchase Price to pay any said mortgage or deed of trust not so removed. Following delivery of the deed as hereinafter provided, Buyer shall be entitled to receive, at Seller's expense, the final title insurance policy.

(5) Buyer acknowledges that Seller neither now makes, nor will at anytime in the future make, any express and/or implied warranties and/or representations concerning the zoning, use, condition, and/or other status of the Subject Property or the suitability of the Subject Property for the intended use of Buyer, other than those specifically set forth herein. Buyer acknowledges that the Subject Property is being sold hereunder "AS IS". Seller agrees that Buyer shall have until midnight of OCTOBER 29TH, 2004, to exercise by due diligence an investigation into all circumstances surrounding and/or pertaining to the Subject Property to determine the suitability of the Subject Property for Buyer's intended use (the "Due Diligence Period"). Buyer shall have reasonable access to the Subject Property for purposes of making tests, inspections, and conducting such investigation Buyer deems appropriate. Buyer shall be granted reasonable access to any building or structure located on and constituting a part of the Subject Property for

purposes of inspecting the same as part of an environmental audit and/or to determine the structural and physical condition thereof. In the event that Buyer procures an environmental audit or inspection of the Subject Property during the Due Diligence Period, then Buyer shall furnish Seller a copy of any and all statistical reports, findings, and/or audit reports which shall result from such audit and/or inspection. Buyer agrees to repair any damage to the property arising from these inspections and to indemnify, defend and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation, reasonable attorney's fees, court costs and other legal expenses, resulting from Buyer's inspections, but not including any remedial or cleanup expense for pre-existing conditions. In the event that Buyer determines in its sole and absolute discretion during the Due Diligence Period that the Subject Property is unsuitable for Buyer's intended use and purposes, then Buyer shall give Seller written notice during such Due Diligence Period of Buyer's election to terminate this Contract; and, in such event, this Contract shall be terminated and of no further force and effect. In the event that Buyer shall fail to give written notice of Buyer's election to terminate to Seller within the Due Diligence Period, then this Contract shall become non-contingent and fully operational.

(6) It is understood and agreed that as additional consideration for this agreement the Buyer agrees to permit the Seller to continue to occupy the premises after the closing date as a tenant under the attached lease which is hereby incorporated by reference. It is further agreed that the provisions of this paragraph are not intended to merge with the deed at closing but shall exist until proper termination of any such tenancy as specified in said lease.

(7) To the best of Seller's knowledge, no hazardous material has been disposed of or otherwise placed and left upon the Subject Property nor has the Subject Property been used for the generation, manufacture, release, discharge, disposal, handing, transportation or storage of hazardous material. For purpose hereof, the term "hazardous material" shall be defined as any chemical, waste, byproduct, pollutant, contaminant, compound, product, substance or other material that is prohibited, controlled or regulated by any federal and/or state laws and/or regulations pertaining to protection of the environment, natural resources, waste management and/or pollution.

(8) The Seller shall, at Closing, convey by general warranty deed title to the Subject Property marketable in fact (as defined in the applicable Title Standards of the Missouri Bar), free and clear of all interest, liens and encumbrances, subject only to the following (the

“Permitted Exceptions”): (a) taxes, general and special, not due and payable at the Closing Date; (b) special assessments that become a lien on or after the Effective Date; (c) the rights of the public in and to any highways, roads, street, or alleys; (d) all applicable zoning and building laws, ordinances and regulations; (e) all matters to which reference is made in the Title Commitment; and (f) any and all other matters which Buyer may accept as herein provided.

(9) Seller shall pay all general real estate taxes levied and assessed against the Subject Property, and all installments of special assessments for the years prior to the calendar year of Closing. All such taxes and installments of special assessments becoming due and accruing during the calendar year of Closing shall be prorated between the Buyer and Seller on the basis of such calendar year, as of Closing. If the amount of any tax or special assessment cannot be ascertained at Closing, proration shall be computed on the amount for the preceding year’s tax or special assessment. Buyer shall assume and pay all such taxes and installments of special assessments accruing after the Closing.

(10) This transaction shall be Closed at the offices of the Title Company at 11:00 o’clock A.M. on December 15th, 2004, or at such other place, time, or dates as the Parties may mutually agree. At Closing, all of the following shall occur, all of which shall be deemed concurrent conditions, to-wit;

A. Seller shall:

1. deliver to Buyer a General Warranty Deed fully executed and acknowledged by Seller conveying to Buyer title to the Subject Property subject only to the Permitted Exceptions;
2. execute the HUD Settlement Statement prepared by the Title Company;
3. execute an Affidavit that Seller is not a “foreign person” as defined in Section 1445 of the Internal Revenue Code of 1986, as amended;
4. execute the Title Company’s standard form of owner’s affidavit;
5. pay One-half (1/2) of the Title Company’s customary closing fee; and
6. pay to the Title Company the cost of the final Owner’s Policy of Title Insurance;

B. Buyer shall:

1. deliver or cause to be delivered to Title Company a check, bank money order or wire transfer of immediately available funds the Purchase Price, as adjusted for closing costs and prorations.
2. pay fees for the recording of the deed and deed of trust, if any;
3. pay One-half (1/2) of the Title Company's customary closing fee; and
4. pay to the Title Company the cost of the lender's Policy of Title Insurance, if any;

C. Possession of the Subject Property shall be delivered to Buyer, subject to the rights reserved to Seller under Paragraph 5 above.

D. Buyer and Seller shall deliver to each other and to the Title Company such documentary and other evidence as may be reasonably required by them or the Title Company evidencing the status and capacity of Buyer or Seller and the authority of the person or persons who are executing the various documents on behalf of Buyer or Seller in connection with this Contract and/or such other and further documents customarily required by the Title Company.

(11) The parties acknowledge that Seller has disclosed to Buyer the existence of certain leases issued by Seller as Lessor to Guaranty Land Title Insurance, Inc., and the Turner Stevens Group, as Lessees, pertaining to the Subject Property. Subject to the provisions of paragraph 5 of this agreement, Seller represents that it is authorized to terminate such leases and agrees to terminate such leases within 30 days prior to the closing and provide Buyer with evidence satisfactory to Buyer that such leases have been lawfully terminated prior to closing. Satisfactory evidence of termination of the Guaranty Land Title Insurance, Inc., lease upon closing shall consist of signed acknowledgment of termination in the signature block of this contract. It is understood and agreed that timely termination of such leases shall be a condition precedent to Buyer's obligation to close this transaction and to carry out its obligations hereunder.

(12) If prior to Closing, all or any part of the Subject Property is taken by eminent domain, or if a condemnation proceeding has been instituted or is threatened against the Subject Property or any part thereof, or if there has been any material adverse change in the condition of the Subject Property after the Due Diligence Period, Seller shall promptly provide written notice to Buyer of any such event. Upon notice of such occurrence, Buyer may reinspect the Subject Property. Within Ten (10) days after the giving by Seller of such notice, either Seller or Buyer

may terminate this Contract by written notice to the other Party. Unless this Contract is so terminated, it shall remain in full force and effect, and Seller shall, at Closing, assign and transfer to Buyer all of the Seller's right, title and interest in and to any awards that may be made for such taking.

(13) Any notice, request, demand or other communication required or permitted herein shall be in writing and may be given by actual delivery to the Party to which it is directed. Further, such notice, request, demand, or other communication may be given by certified or registered United States Mail, Federal Express, UPS, Airborne Express or facsimile addressed to the Party to which directed at the address or facsimile number hereinafter set forth:

To Seller: Michael A. Holden
Registered Agent, The Holden Companies LLC
2000 Forum Blvd., Ste. 5
Bunker Hill Building
Columbia, MO 65203
with copy to: William D. Powell
William D. Powell, P.C.
1201 W. Broadway
Columbia, MO 65203

To Buyer: Boone County Commission
891 E. Walnut, Rm. 245
Columbia, MO 65201
with copy to: John L. Patton
County Counselor
601 E. Walnut, Rm. 207
Columbia, MO 65201

Any such written notice shall be conclusively deemed given on the earlier of the date of actual delivery or the following date:

A. With respect to delivering by certified or registered United States mail, on the third business day following the date of mailing; and

B. With respect to delivery by Federal Express, UPS and Airborne Express, upon the date of actual delivery by such carrier to the Party to whom or which addressed.

C. With respect to delivery by facsimile transmission, upon confirmed completion of such transmission, provided such written notice is, on such date of transmission, also so mailed or so delivered to Federal Express, UPS or Airborne Express.

Either Party hereto may from time to time change the foregoing address by written notice to the other Party similarly given; provided, however, such change of address shall only be effective upon its actual receipt by the Party to whom it is addressed.

(14) In the event either Party shall be compelled to employ an attorney to enforce the provisions of this Contract, the Parties agree that the non-defaulting Party shall be entitled to recover from the defaulting Party all of his costs and expenses, including reasonable attorney's fees incurred thereby.

(15) The Parties agree that there is no real estate broker representing Seller and that there is no real estate broker representing Buyer. Any Party to this Contract through whom a claim to any broker's, finder's or other fee is made, contrary to the representations made above in this Paragraph, shall indemnify, defend and hold harmless the other Party to this Contract from any other loss, liability, damage, cost or expense, including, without limitation, reasonable attorney's fees, court costs and other legal expenses paid or incurred by the other Party, that is in any way related to such claim. The provisions of this Paragraph shall survive the Closing or termination of this Contract.

(16) The Buyer agrees that Seller may elect prior to Closing to not accept cash payment of the Purchase Price and to effectuate a Starker Exchange (a deferred IRC Section 1031 exchange) with respect to the Subject Property. The Buyer agrees to cooperate in such Starker Exchange and execute a Deferred Exchange Agreement Utilizing Qualified Trust, provided that the same shall not contain any obligation of Buyer. In such event, the Buyer agrees to pay the Purchase Price to the Seller's designated trustee. Seller represents and warrants that Buyer shall incur no additional expenses as a result thereof and that Seller agrees to bear any additional costs associated with, and incurred because of, such Starker Exchange.

(17) The Seller agrees that Buyer may assign this Contract; provided, however, Buyer agrees to remain liable under this Contract irrespective of any such assignment.

(18) The following provisions shall be applicable to the entire Contract, unless the specific language of any provision herein shall indicate otherwise;

A. This Contract shall be governed by and construed pursuant to the laws of the State of Missouri.

B. Time is declared to be of the essence of this Contract.

C. The Parties hereto agree that this Contract was negotiated at arm's length and that for purposes of interpretation neither Party shall be deemed the drafter of this Contract.

D. Whenever the context requires, the singular shall be deemed to include the plural, the plural shall be deemed to include each of the singular, and pronouns of one or no gender shall be deemed to include the equivalent pronoun of the other or no gender.

E. Each person whose signature appears subscribed below on behalf of any entity Party hereto who is not a natural person, does hereby warrant that he or she is duly authorized to so subscribe this Contract and that said act is sufficient, or has been made sufficient by co-subscription or seal, to bind and commit said entity to all terms, requirements and conditions of this Contract.

F. All exhibits and other documents specifically referenced herein shall be for all purposes incorporated herein and adopted by reference, as is set forth herein verbatim et literatim.

G. Unless specified otherwise, any reference to a "day" or "days" herein shall mean a calendar day or days.

H. The rights, powers and remedies of either party contained in this Contract are cumulative; and no one of them is exclusive of the others or exclusive of any rights, powers or remedies allowed either party by law, and shall not affect the right of either party to pursue any other equitable or legal remedy to which that party might be entitled so long as any remedy remains unsatisfied or undischarged.

I. No waiver by either Party or any breach of any other Party's obligations, agreements, or covenants hereunder shall be deemed to be a waiver of any prior or subsequent breach of the same or any other obligation, agreement, or covenant, nor shall any forbearance to seek remedy for any such breach be deemed a waiver by either Party of its rights and remedies with respect to such breach or any prior or subsequent breach.

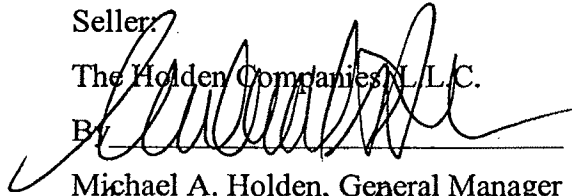
J. Neither this Contract, nor any terms or provisions hereof, may be changed, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, discharge or termination is sought.

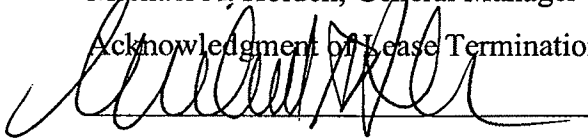
K. The covenants, promises and conditions to be performed pursuant to this Contract shall survive the closing of the transaction and shall continue to be binding upon the Parties hereto, their heirs, personal representatives, successors and assigns.

L. This Contract shall be binding upon, and inure to the benefit of, Seller and Buyer, and their respective successors and permitted assigns.

M. The parties hereby waive trial by jury in any action or lawsuit brought by either party against the other, at any time, arising out of this Contract or the subject matter of this contact.

IN WITNESS WHEREOF, the Parties have executed and/or caused to be executed this Contract on the date and year first written above.

Seller:
The Holden Companies N.L.C.
By 
Michael A. Holden, General Manager

Acknowledgment of Lease Termination:

Michael A. Holden, President
Guaranty Land Title Insurance, Inc.

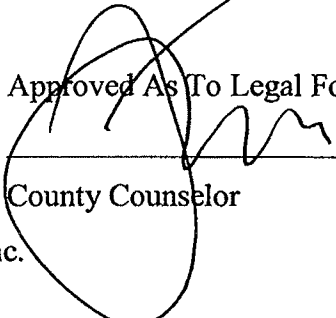
Attest:

Rhonda R. Dawson
Secretary, Guaranty Land Title Insurance, Inc.

Buyer:
Boone County, Missouri
By _____
Keith Schnarre, Presiding Commissioner

Attest:

Wendy S. Noren, County Clerk

Approved As To Legal Form:


County Counselor

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract for the fiscal year of 2004.

Signature	Date	Appropriation
Account		

LEASE

This lease dated the 15th day of December, 2004, by and between Boone County, Missouri, through the Boone County Commission, herein called Lessor, and The Holden Companies, L.L.C., herein called Lessee.

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into a contract for the sale of real estate for property located at 607 East Ash St., Columbia, MO 65201, and more particularly described below, a copy of said contract being attached hereto and incorporated herein by reference, and

WHEREAS, the Lessor has agreed to lease to the Lessee the property which is the subject matter of the contract for sale as a part of the consideration therefore in order to allow the Lessee to continue its business operations until suitable new quarters are obtained for its business operations, and

WHEREAS, Lessor and Lessee wish to reduce the terms and conditions of the lease agreement to writing as a part of the terms and conditions of the contract for the sale of the subject property.

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements herein contained the parties agree as follows:

1. The Lessor hereby leases unto the Lessee subject to the terms and conditions of this agreement the following described property located in the City of Columbia, Missouri, and more specifically described as follows:

Lot Three Hundred Thirty-eight (338) and the East Forty Feet (E 40') of Lot Three Hundred Thirty-seven (337) of THE OLD TOWN, NOW CITY OF COLUMBIA, Boone County, Missouri Records. Subject to Easements and restrictions of record.

2. This lease shall commence on the date the contract for sale of the above referenced property is closed and the Lessees convey title in fee simple absolute to the Lessor and shall extend through a period of six succeeding months (hereafter the "initial term"), at which time this lease shall convert to a month-to-month tenancy subject to the terms and conditions of this lease if possession of the leased premises is not surrendered on or before the last day of the sixth month, and this lease shall be terminable by the Lessee giving the Lessor fifteen (15) days advance written notice of termination, or terminable by the Lessor giving the Lessee thirty (30) days advance written notice of termination; provided, however,

that this lease shall automatically terminate at any time the Lessee vacates the premises and relinquishes possession to the Lessor without formal advance notice of termination.

3. In consideration of the purchase price paid by the Lessor to the Lessee for acquisition of the above described property and as further consideration for said acquisition, the initial term of this lease shall be rent free. Thereafter, Lessee agrees to pay Lessor the sum of Five Thousand, One Hundred Sixty-Seven Dollars (\$5,167.00) per month rent for each month Lessee remains in possession of the premises after the initial term; provided, however, that in the event the Lessee remains in possession of the premises after 6 months after the initial rent free term, rent shall thereupon automatically increase to Six Thousand Seven Hundred and Seventeen Dollars (\$6,717.00) per month. Rent payable under this lease shall be payable to Lessor on or before the first day of each month.
4. During the period of this lease and any month-to-month tenancy thereafter the Lessee hereby agrees to use the rented premises for its current use of business offices and for no other purposes without the prior written approval of the Lessor.
5. During the Lessee's tenancy under the initial term of this lease and any month-to-month tenancy thereafter the Lessee agrees to furnish or provide and pay for all its own utilities including gas, water, electricity, sewer and trash removal and the Lessor assumes no responsibility for such expenses. Further, the Lessee agrees to indemnify and hold the Lessor harmless from any and all claims due to nonpayment of utilities or damages to any person of any nature or kind due to

utilities or lack thereof during the initial term of this lease or any month-to-month tenancy thereafter so long as the Lessee is in possession of the premises.

6. The Lessee agrees it will not assign this lease or otherwise sublet the premises, or any part thereof, without the prior written consent of the Lessor.
7. During the initial term of this lease and any month-to-month tenancy thereafter Lessee agrees to maintain and keep the leased premises including all personal property, fixtures and equipment transferred to the Lessor upon sale in good working order and repair at its own expense, ordinary wear and tear excepted, and not to commit waste on the premises. It is understood and agreed that the Lessor assumes no responsibility or liability for maintenance or repair of the leased premises, or the cost thereof, during the term of this lease or any month-to-month tenancy thereafter while the Lessee is in possession. Further, Lessee agrees to indemnify and hold Lessor harmless from any and all claims for unpaid services or repairs to the premises which are incurred during the Lessee's possession or occupancy of the premises.
8. The Lessor agrees to maintain at its own expense fire and property damage insurance for the full insurable value of premises subject to this lease. Lessee agrees that it shall be responsible for obtaining and maintaining at its own expense insurance for loss of or damage to furnishings, business inventory and other building contents, business interruption coverage and such other insurance and coverage for property and business losses as Lessee deems appropriate in connection with its use of the premises subject to this lease. Lessee shall also obtain public liability insurance in such amounts as are mutually deemed

appropriate by the Lessor and Lessee to cover its occupancy and possession of the premises during the term of this lease and any month-to-month tenancy thereafter and further agrees to name the Lessor as an additional insured on all such policies and to require thirty (30) day notice to the Lessor in the event any such policies are canceled. Both parties further agree to provide each other upon request certificates of insurance or copies of policies or other proof that the premises are insured as agreed herein.

9. It is understood and agreed that the Lessor shall not be liable for any damage or loss to any property stored on the rented premises for any reason whatsoever including but not limited to trade fixtures, inventory, equipment, supplies, furnishings and other items of property. It is further agreed Lessor shall not be liable for any claims for injury, death, damage or loss of any type or kind arising during the Lessee's possession of the premises under this lease or month-to-month tenancy thereafter and the Lessee agrees, to the extent not covered or provided by insurance, to indemnify, defend and hold Lessor harmless from all costs and expenses of such claims, including attorney's fees, regardless of when such claims are made, so long as such claims arose due to the Lessee's use of the leased premises or while the Lessee has or was in possession of the leased premises except for such claims arising because of the acts or omissions of the Lessor or its officers, employees or agents.
10. In the event the leased premises is damaged by fire or other casualty to such an extent as to be wholly untenable, then this lease shall terminate. In the event the leased premises is not rendered untenable by fire or other casualty, it is

understood and agreed that the Lessor shall assume responsibility for repair of same and shall as soon as reasonably practicable make or cause to have made such repairs so that the premises are safe, habitable and sightly to the extent paid for by applicable insurance proceeds but in no event later than within sixty (60) days of damage unless the Lessee gives Lessor notice of its intent to vacate and surrender the premises. Both parties hereby explicitly understand and agree that neither party shall have liability to the other for losses due to fire or other casualty to the extent such losses are or could have been covered by insurance as this lease obligates the parties to purchase for their benefit or protection.

11. Lessee agrees to make no alterations, additions, changes or improvements in or to the leased premises without the Lessor's prior written consent unless such alterations, additions, changes or repairs are necessary to keep the leased premises in good working order and repair and do not effect the structural integrity of buildings or the capacity of mechanical systems to function properly.
12. Any notice, request, demand or other communication required or permitted herein shall be in writing and may be given by actual delivery to the Party to which it is directed. Further, such notice, request, demand, or other communication may be given by certified or registered United States Mail, Federal Express, UPS, Airborne Express or facsimile addressed to the Party to which directed at the address or facsimile number hereinafter set forth:

To Seller: Michael A. Holden
Registered Agent, The Holden Companies LLC
2000 Forum Blvd., Ste. 5
Bunker Hill Building

Columbia, MO 65203
with copy to: William D. Powell
William D. Powell, P.C.
1201 W. Broadway
Columbia, MO 65203

To Buyer: Boone County Commission
891 E. Walnut, Rm. 245
Columbia, MO 65201

with copy to: John L. Patton
County Counselor
601 E. Walnut, Rm. 207
Columbia, MO 65201

Any such written notice shall be conclusively deemed given on the earlier of the date of actual delivery or the following date:

A. With respect to delivering by certified or registered United States mail, on the third business day following the date of mailing; and

B. With respect to delivery by Federal Express, UPS and Airborne Express, upon the date of actual delivery by such carrier to the Party to whom or which addressed.

C. With respect to delivery by facsimile transmission, upon confirmed completion of such transmission, provided such written notice is, on such date of transmission, also so mailed or so delivered to Federal Express, UPS or Airborne Express.

Either Party hereto may from time to time change the foregoing address by written notice to the other Party similarly given; provided, however, such change of address shall only be effective upon its actual receipt by the Party to whom it is addressed.

13. It is mutually agreed that this Lease may be terminated by Lessor for nonpayment of rent, if rent is due, at any time after the expiration of fifteen (15) days following written notice to Lessee of nonpayment of the whole or any part of the rent past due, and such termination shall not prejudice Lessor's right to prosecute for any of the remedies it may have for breach of this Lease. This Lease is made upon the condition that Lessee shall punctually perform each and all of the covenants and agreements herein set forth to be by Lessee kept and performed, and if at any time there be any default on the part of the Lessee in the payment of any amount of money herein agreed to be paid by Lessee, including rental due hereunder, or in the performance or observance of any of the other covenants and agreements of this Lease not pertaining to the payment of money, and any such default shall continue for a period of fifteen (15) days after written notice thereof shall have been served upon Lessee, or if Lessee shall file a petition in voluntary bankruptcy or commence any proceeding for the adjustment of its indebtedness under any applicable provisions of the Bankruptcy Act as then in effect, or if Lessee be adjudicated a bankrupt in voluntary bankruptcy proceedings and such adjudication shall not have been vacated within forty-five (45) days from the date thereof, or if a Receiver or Trustee of Lessee's property be appointed and the order appointing such Receiver or Trustee be not set aside or vacated within forty-five (45) days after the entry thereof, or if Lessee shall assign Lessee's estate or effects for the benefit of creditors, then, and in any such event, Lessor may, at its option, forthwith and without further notice, terminate this Lease and re-enter upon and take possession of the demised premises without prejudice, however, to

any other right of action or remedy which Lessor may have with respect to any breach by Lessee of any of the terms or covenants herein contained, including Lessor's right to file and recover the maximum claim in bankruptcy permitted under the Bankruptcy Act as then in effect. In the event of default by Lessee in the performance of any of the covenants of this Lease and by reason thereof Lessor employs the services of an attorney to enforce performance of these covenants to evict the Lessee or to collect monies due from the Lessee or to perform any service based upon such default, then, in any of said events, the Lessee agrees to pay a reasonable attorney's fee and all expenses and costs incurred by Lessor pertaining to enforcement of any remedy provided under this Lease.

14. Waiver of any condition or covenant of this lease or of 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.
15. This lease shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns forever subject to the prohibition against assignment and the subletting contained herein.

IN WITNESS WHEREOF the parties have executed this lease on the succeeding page and in duplicate the day and year first above written.

LESSOR:

BOONE COUNTY, MISSOURI

By: _____
Keith Schnarre
Presiding Commissioner

LESSEE:

THE HOLDEN COMPANIES, L.L.C.

By: _____
Michael A. Holden, Manager

ATTEST

County Clerk

APPROVED AS TO FORM:

County Counselor

REAL ESTATE SALES CONTRACT

453-2004

THIS CONTRACT (the "Contract"), made and entered into effective this 12th day of October, 2004, (the "Effective Date") by and between THE HOLDEN COMPANIES, L.L.C., ("Seller"); and BOONE COUNTY, MISSOURI, a political subdivision of the state of Missouri, through its County Commission ("Buyer"); certain of whom and all of whom are at times herein referred to respectively as "Party" or "Parties";

IN CONSIDERATION of the mutual covenants herein contained and the reliance to be thereto accorded, the Parties hereto agree as follows:

(1) The Seller agrees to sell and convey to Buyer; and Buyer agrees to buy and take from Seller; the following described real estate, located and situated in Boone County, Missouri, (the "Subject Property"), all upon the terms and conditions herein contained to-wit:

Lot Three Hundred Thirty-eight (338) and the East Forty Feet (E 40') of Lot Three Hundred Thirty-seven (337) of THE OLD TOWN, NOW CITY OF COLUMBIA, Boone County, Missouri Records.

Subject to Easements and restrictions of record.

(2) The Buyer agrees to pay Seller, as the purchase price (the "Purchase Price") for the Subject Property, the sum of Six Hundred Seventy Thousand Dollars, (\$670,000.00) payable in cash by Buyer's check at Closing.

(3) This contract and the conveyance contemplated herein have been entered into and will be effectuated pursuant to a threat of condemnation by Buyer; and Buyer does hereby agree to execute other and further documents as are reasonably required to document that this acquisition has been procured by threat of condemnation, so as to allow seller to utilize and comply with Internal Revenue Service Section 1033.

(4) Seller shall, at Seller's expense, furnish to Buyer within Fifteen (15) days of the Effective Date through Guaranty Land Title Insurance, Inc., 2000 Forum, Suite 5, Columbia, Missouri, 65203, ("Title Company") a commitment for an Owner's Policy of Title Insurance (the "Title Commitment") for the Subject Property in an amount equal to the Purchase Price, committing to insure the fee simple title to the Subject Property in Buyer as of the time and date of recordation of Seller's deed, and specifying the exceptions to coverage and any conditions to be satisfied. Buyer shall have Fifteen (15) days after Buyer's receipt of the Title Commitment in

which to notify Seller in writing of any objections Buyer has to any matter shown or referred to in the Title Commitment (including without limitation easements, covenants and/or restrictions). Any matter to which no such objection is made shall be a "Permitted Exception". Seller shall have the right, but not the obligation, within Fifteen (15) days following the receipt of Buyer's written exceptions, if any, to attempt to cause the Title Company to remove the exception and/or matter to which the objection has been made; it being agreed, however, that Seller shall have no obligation to bring any action or proceeding or otherwise to incur any expense whatsoever to eliminate or modify any of Buyer's title objections, if the Title Company does not agree to remove all exceptions to which objection is made within such Fifteen (15) day period, Buyer shall have an additional Ten (10) days within which to waive all such exceptions by giving Seller notice in writing that the Buyer has elected to waive such exceptions, and any item so waived shall be a Permitted Exception. If Buyer does not waive such exception, in writing, within the Ten (10) day period, this Contract shall be deemed to be terminated at the end of the said Ten (10) day period. Buyer shall not be required to object to any mortgage or deed of trust on the Property which can be removed upon the payment of money. Seller agrees to remove any such mortgage or deed of trust upon the payment of money. Seller agrees to remove any such mortgage or deed to trust prior to or at Closing and Buyer may use the proceeds of the Purchase Price to pay any said mortgage or deed of trust not so removed. Following delivery of the deed as hereinafter provided, Buyer shall be entitled to receive, at Seller's expense, the final title insurance policy.

(5) Buyer acknowledges that Seller neither now makes, nor will at anytime in the future make, any express and/or implied warranties and/or representations concerning the zoning, use, condition, and/or other status of the Subject Property or the suitability of the Subject Property for the intended use of Buyer, other than those specifically set forth herein. Buyer acknowledges that the Subject Property is being sold hereunder "AS IS". Seller agrees that Buyer shall have until midnight of OCTOBER 29TH, 2004, to exercise by due diligence an investigation into all circumstances surrounding and/or pertaining to the Subject Property to determine the suitability of the Subject Property for Buyer's intended use (the "Due Diligence Period"). Buyer shall have reasonable access to the Subject Property for purposes of making tests, inspections, and conducting such investigation Buyer deems appropriate. Buyer shall be granted reasonable access to any building or structure located on and constituting a part of the Subject Property for

purposes of inspecting the same as part of an environmental audit and/or to determine the structural and physical condition thereof. In the event that Buyer procures an environmental audit or inspection of the Subject Property during the Due Diligence Period, then Buyer shall furnish Seller a copy of any and all statistical reports, findings, and/or audit reports which shall result from such audit and/or inspection. Buyer agrees to repair any damage to the property arising from these inspections and to indemnify, defend and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation, reasonable attorney's fees, court costs and other legal expenses, resulting from Buyer's inspections, but not including any remedial or cleanup expense for pre-existing conditions. In the event that Buyer determines in its sole and absolute discretion during the Due Diligence Period that the Subject Property is unsuitable for Buyer's intended use and purposes, then Buyer shall give Seller written notice during such Due Diligence Period of Buyer's election to terminate this Contract; and, in such event, this Contract shall be terminated and of no further force and effect. In the event that Buyer shall fail to give written notice of Buyer's election to terminate to Seller within the Due Diligence Period, then this Contract shall become non-contingent and fully operational.

(6) It is understood and agreed that as additional consideration for this agreement the Buyer agrees to permit the Seller to continue to occupy the premises after the closing date as a tenant under the attached lease which is hereby incorporated by reference. It is further agreed that the provisions of this paragraph are not intended to merge with the deed at closing but shall exist until proper termination of any such tenancy as specified in said lease.

(7) To the best of Seller's knowledge, no hazardous material has been disposed of or otherwise placed and left upon the Subject Property nor has the Subject Property been used for the generation, manufacture, release, discharge, disposal, handling, transportation or storage of hazardous material. For purpose hereof, the term "hazardous material" shall be defined as any chemical, waste, byproduct, pollutant, contaminant, compound, product, substance or other material that is prohibited, controlled or regulated by any federal and/or state laws and/or regulations pertaining to protection of the environment, natural resources, waste management and/or pollution.

(8) The Seller shall, at Closing, convey by general warranty deed title to the Subject Property marketable in fact (as defined in the applicable Title Standards of the Missouri Bar), free and clear of all interest, liens and encumbrances, subject only to the following (the

“Permitted Exceptions”): (a) taxes, general and special, not due and payable at the Closing Date; (b) special assessments that become a lien on or after the Effective Date; (c) the rights of the public in and to any highways, roads, street, or alleys; (d) all applicable zoning and building laws, ordinances and regulations; (e) all matters to which reference is made in the Title Commitment; and (f) any and all other matters which Buyer may accept as herein provided.

(9) Seller shall pay all general real estate taxes levied and assessed against the Subject Property, and all installments of special assessments for the years prior to the calendar year of Closing. All such taxes and installments of special assessments becoming due and accruing during the calendar year of Closing shall be prorated between the Buyer and Seller on the basis of such calendar year, as of Closing. If the amount of any tax or special assessment cannot be ascertained at Closing, proration shall be computed on the amount for the preceding year’s tax or special assessment. Buyer shall assume and pay all such taxes and installments of special assessments accruing after the Closing.

(10) This transaction shall be Closed at the offices of the Title Company at 11:00 o’clock A.M. on December 15th, 2004, or at such other place, time, or dates as the Parties may mutually agree. At Closing, all of the following shall occur, all of which shall be deemed concurrent conditions, to-wit;

A. Seller shall:

1. deliver to Buyer a General Warranty Deed fully executed and acknowledged by Seller conveying to Buyer title to the Subject Property subject only to the Permitted Exceptions;
2. execute the HUD Settlement Statement prepared by the Title Company;
3. execute an Affidavit that Seller is not a “foreign person” as defined in Section 1445 of the Internal Revenue Code of 1986, as amended;
4. execute the Title Company’s standard form of owner’s affidavit;
5. pay One-half (1/2) of the Title Company’s customary closing fee; and
6. pay to the Title Company the cost of the final Owner’s Policy of Title Insurance;

B. Buyer shall:

1. deliver or cause to be delivered to Title Company a check, bank money order or wire transfer of immediately available funds the Purchase Price, as adjusted for closing costs and prorations.
2. pay fees for the recording of the deed and deed of trust, if any;
3. pay One-half (1/2) of the Title Company's customary closing fee; and
4. pay to the Title Company the cost of the lender's Policy of Title Insurance, if any;

C. Possession of the Subject Property shall be delivered to Buyer, subject to the rights reserved to Seller under Paragraph 5 above.

D. Buyer and Seller shall deliver to each other and to the Title Company such documentary and other evidence as may be reasonably required by them or the Title Company evidencing the status and capacity of Buyer or Seller and the authority of the person or persons who are executing the various documents on behalf of Buyer or Seller in connection with this Contract and/or such other and further documents customarily required by the Title Company.

(11) The parties acknowledge that Seller has disclosed to Buyer the existence of certain leases issued by Seller as Lessor to Guaranty Land Title Insurance, Inc., and the Turner Stevens Group, as Lessees, pertaining to the Subject Property. Subject to the provisions of paragraph 5 of this agreement, Seller represents that it is authorized to terminate such leases and agrees to terminate such leases within 30 days prior to the closing and provide Buyer with evidence satisfactory to Buyer that such leases have been lawfully terminated prior to closing. Satisfactory evidence of termination of the Guaranty Land Title Insurance, Inc., lease upon closing shall consist of signed acknowledgment of termination in the signature block of this contract. It is understood and agreed that timely termination of such leases shall be a condition precedent to Buyer's obligation to close this transaction and to carry out its obligations hereunder.

(12) If prior to Closing, all or any part of the Subject Property is taken by eminent domain, or if a condemnation proceeding has been instituted or is threatened against the Subject Property or any part thereof, or if there has been any material adverse change in the condition of the Subject Property after the Due Diligence Period, Seller shall promptly provide written notice to Buyer of any such event. Upon notice of such occurrence, Buyer may reinspect the Subject Property. Within Ten (10) days after the giving by Seller of such notice, either Seller or Buyer

may terminate this Contract by written notice to the other Party. Unless this Contract is so terminated, it shall remain in full force and effect, and Seller shall, at Closing, assign and transfer to Buyer all of the Seller's right, title and interest in and to any awards that may be made for such taking.

(13) Any notice, request, demand or other communication required or permitted herein shall be in writing and may be given by actual delivery to the Party to which it is directed. Further, such notice, request, demand, or other communication may be given by certified or registered United States Mail, Federal Express, UPS, Airborne Express or facsimile addressed to the Party to which directed at the address or facsimile number hereinafter set forth:

To Seller: Michael A. Holden
Registered Agent, The Holden Companies LLC
2000 Forum Blvd., Ste. 5
Bunker Hill Building
Columbia, MO 65203
with copy to: William D. Powell
William D. Powell, P.C.
1201 W. Broadway
Columbia, MO 65203

To Buyer: Boone County Commission
891 E. Walnut, Rm. 245
Columbia, MO 65201
with copy to: John L. Patton
County Counselor
601 E. Walnut, Rm. 207
Columbia, MO 65201

Any such written notice shall be conclusively deemed given on the earlier of the date of actual delivery or the following date:

A. With respect to delivering by certified or registered United States mail, on the third business day following the date of mailing; and

B. With respect to delivery by Federal Express, UPS and Airborne Express, upon the date of actual delivery by such carrier to the Party to whom or which addressed.

C. With respect to delivery by facsimile transmission, upon confirmed completion of such transmission, provided such written notice is, on such date of transmission, also so mailed or so delivered to Federal Express, UPS or Airborne Express.

Either Party hereto may from time to time change the foregoing address by written notice to the other Party similarly given; provided, however, such change of address shall only be effective upon its actual receipt by the Party to whom it is addressed.

(14) In the event either Party shall be compelled to employ an attorney to enforce the provisions of this Contract, the Parties agree that the non-defaulting Party shall be entitled to recover from the defaulting Party all of his costs and expenses, including reasonable attorney's fees incurred thereby.

(15) The Parties agree that there is no real estate broker representing Seller and that there is no real estate broker representing Buyer. Any Party to this Contract through whom a claim to any broker's, finder's or other fee is made, contrary to the representations made above in this Paragraph, shall indemnify, defend and hold harmless the other Party to this Contract from any other loss, liability, damage, cost or expense, including, without limitation, reasonable attorney's fees, court costs and other legal expenses paid or incurred by the other Party, that is in any way related to such claim. The provisions of this Paragraph shall survive the Closing or termination of this Contract.

(16) The Buyer agrees that Seller may elect prior to Closing to not accept cash payment of the Purchase Price and to effectuate a Starker Exchange (a deferred IRC Section 1031 exchange) with respect to the Subject Property. The Buyer agrees to cooperate in such Starker Exchange and execute a Deferred Exchange Agreement Utilizing Qualified Trust, provided that the same shall not contain any obligation of Buyer. In such event, the Buyer agrees to pay the Purchase Price to the Seller's designated trustee. Seller represents and warrants that Buyer shall incur no additional expenses as a result thereof and that Seller agrees to bear any additional costs associated with, and incurred because of, such Starker Exchange.

(17) The Seller agrees that Buyer may assign this Contract; provided, however, Buyer agrees to remain liable under this Contract irrespective of any such assignment.

(18) The following provisions shall be applicable to the entire Contract, unless the specific language of any provision herein shall indicate otherwise;

A. This Contract shall be governed by and construed pursuant to the laws of the State of Missouri.

B. Time is declared to be of the essence of this Contract.

C. The Parties hereto agree that this Contract was negotiated at arm's length and that for purposes of interpretation neither Party shall be deemed the drafter of this Contract.

D. Whenever the context requires, the singular shall be deemed to include the plural, the plural shall be deemed to include each of the singular, and pronouns of one or no gender shall be deemed to include the equivalent pronoun of the other or no gender.

E. Each person whose signature appears subscribed below on behalf of any entity Party hereto who is not a natural person, does hereby warrant that he or she is duly authorized to so subscribe this Contract and that said act is sufficient, or has been made sufficient by co-subscription or seal, to bind and commit said entity to all terms, requirements and conditions of this Contract.

F. All exhibits and other documents specifically referenced herein shall be for all purposes incorporated herein and adopted by reference, as is set forth herein verbatim et literatim.

G. Unless specified otherwise, any reference to a "day" or "days" herein shall mean a calendar day or days.

H. The rights, powers and remedies of either party contained in this Contract are cumulative; and no one of them is exclusive of the others or exclusive of any rights, powers or remedies allowed either party by law, and shall not affect the right of either party to pursue any other equitable or legal remedy to which that party might be entitled so long as any remedy remains unsatisfied or undischarged.

I. No waiver by either Party or any breach of any other Party's obligations, agreements, or covenants hereunder shall be deemed to be a waiver of any prior or subsequent breach of the same or any other obligation, agreement, or covenant, nor shall any forbearance to seek remedy for any such breach be deemed a waiver by either Party of its rights and remedies with respect to such breach or any prior or subsequent breach.

J. Neither this Contract, nor any terms or provisions hereof, may be changed, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, discharge or termination is sought.

K. The covenants, promises and conditions to be performed pursuant to this Contract shall survive the closing of the transaction and shall continue to be binding upon the Parties hereto, their heirs, personal representatives, successors and assigns.

L. This Contract shall be binding upon, and inure to the benefit of, Seller and Buyer, and their respective successors and permitted assigns.

M. The parties hereby waive trial by jury in any action or lawsuit brought by either party against the other, at any time, arising out of this Contract or the subject matter of this contract.

IN WITNESS WHEREOF, the Parties have executed and/or caused to be executed this Contract on the date and year first written above.

Seller:

The Holden Companies, L.L.C.

By

Michael A. Holden, General Manager

Acknowledgment of Lease Termination:

Michael A. Holden, President

Guaranty Land Title Insurance, Inc.

Attest:

Rhonda R. Dawson

Secretary, Guaranty Land Title Insurance, Inc.

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract for the fiscal year of 2004.

Signature
Account

Date

Appropriation

Buyer:

Boone County, Missouri

By

Keith Schnarre, Presiding Commissioner

Attest:

Wendy S. Noren, County Clerk

Approved As To Legal Form:

County Counselor

LEASE

This lease dated the 15th day of December, 2004, by and between Boone County, Missouri, through the Boone County Commission, herein called Lessor, and The Holden Companies, L.L.C., herein called Lessee.

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into a contract for the sale of real estate for property located at 607 East Ash St., Columbia, MO 65201, and more particularly described below, a copy of said contract being attached hereto and incorporated herein by reference, and

WHEREAS, the Lessor has agreed to lease to the Lessee the property which is the subject matter of the contract for sale as a part of the consideration therefore in order to allow the Lessee to continue its business operations until suitable new quarters are obtained for its business operations, and

WHEREAS, Lessor and Lessee wish to reduce the terms and conditions of the lease agreement to writing as a part of the terms and conditions of the contract for the sale of the subject property.

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements herein contained the parties agree as follows:

1. The Lessor hereby leases unto the Lessee subject to the terms and conditions of this agreement the following described property located in the City of Columbia, Missouri, and more specifically described as follows:

Lot Three Hundred Thirty-eight (338) and the East Forty Feet (E 40') of Lot Three Hundred Thirty-seven (337) of THE OLD TOWN, NOW CITY OF COLUMBIA, Boone County, Missouri Records. Subject to Easements and restrictions of record.

2. This lease shall commence on the date the contract for sale of the above referenced property is closed and the Lessees convey title in fee simple absolute to the Lessor and shall extend through a period of six succeeding months (hereafter the "initial term"), at which time this lease shall convert to a month-to-month tenancy subject to the terms and conditions of this lease if possession of the leased premises is not surrendered on or before the last day of the sixth month, and this lease shall be terminable by the Lessee giving the Lessor fifteen (15) days advance written notice of termination, or terminable by the Lessor giving the Lessee thirty (30) days advance written notice of termination; provided, however,

that this lease shall automatically terminate at any time the Lessee vacates the premises and relinquishes possession to the Lessor without formal advance notice of termination.

3. In consideration of the purchase price paid by the Lessor to the Lessee for acquisition of the above described property and as further consideration for said acquisition, the initial term of this lease shall be rent free. Thereafter, Lessee agrees to pay Lessor the sum of Five Thousand, One Hundred Sixty-Seven Dollars (\$5,167.00) per month rent for each month Lessee remains in possession of the premises after the initial term; provided, however, that in the event the Lessee remains in possession of the premises after 6 months after the initial rent free term, rent shall thereupon automatically increase to Six Thousand Seven Hundred and Seventeen Dollars (\$6,717.00) per month. Rent payable under this lease shall be payable to Lessor on or before the first day of each month.
4. During the period of this lease and any month-to-month tenancy thereafter the Lessee hereby agrees to use the rented premises for its current use of business offices and for no other purposes without the prior written approval of the Lessor.
5. During the Lessee's tenancy under the initial term of this lease and any month-to-month tenancy thereafter the Lessee agrees to furnish or provide and pay for all its own utilities including gas, water, electricity, sewer and trash removal and the Lessor assumes no responsibility for such expenses. Further, the Lessee agrees to indemnify and hold the Lessor harmless from any and all claims due to nonpayment of utilities or damages to any person of any nature or kind due to

utilities or lack thereof during the initial term of this lease or any month-to-month tenancy thereafter so long as the Lessee is in possession of the premises.

6. The Lessee agrees it will not assign this lease or otherwise sublet the premises, or any part thereof, without the prior written consent of the Lessor.
7. During the initial term of this lease and any month-to-month tenancy thereafter Lessee agrees to maintain and keep the leased premises including all personal property, fixtures and equipment transferred to the Lessor upon sale in good working order and repair at its own expense, ordinary wear and tear excepted, and not to commit waste on the premises. It is understood and agreed that the Lessor assumes no responsibility or liability for maintenance or repair of the leased premises, or the cost thereof, during the term of this lease or any month-to-month tenancy thereafter while the Lessee is in possession. Further, Lessee agrees to indemnify and hold Lessor harmless from any and all claims for unpaid services or repairs to the premises which are incurred during the Lessee's possession or occupancy of the premises.
8. The Lessor agrees to maintain at its own expense fire and property damage insurance for the full insurable value of premises subject to this lease. Lessee agrees that it shall be responsible for obtaining and maintaining at its own expense insurance for loss of or damage to furnishings, business inventory and other building contents, business interruption coverage and such other insurance and coverage for property and business losses as Lessee deems appropriate in connection with its use of the premises subject to this lease. Lessee shall also obtain public liability insurance in such amounts as are mutually deemed

appropriate by the Lessor and Lessee to cover its occupancy and possession of the premises during the term of this lease and any month-to-month tenancy thereafter and further agrees to name the Lessor as an additional insured on all such policies and to require thirty (30) day notice to the Lessor in the event any such policies are canceled. Both parties further agree to provide each other upon request certificates of insurance or copies of policies or other proof that the premises are insured as agreed herein.

9. It is understood and agreed that the Lessor shall not be liable for any damage or loss to any property stored on the rented premises for any reason whatsoever including but not limited to trade fixtures, inventory, equipment, supplies, furnishings and other items of property. It is further agreed Lessor shall not be liable for any claims for injury, death, damage or loss of any type or kind arising during the Lessee's possession of the premises under this lease or month-to-month tenancy thereafter and the Lessee agrees, to the extent not covered or provided by insurance, to indemnify, defend and hold Lessor harmless from all costs and expenses of such claims, including attorney's fees, regardless of when such claims are made, so long as such claims arose due to the Lessee's use of the leased premises or while the Lessee has or was in possession of the leased premises except for such claims arising because of the acts or omissions of the Lessor or its officers, employees or agents.
10. In the event the leased premises is damaged by fire or other casualty to such an extent as to be wholly untenable, then this lease shall terminate. In the event the leased premises is not rendered untenable by fire or other casualty, it is

understood and agreed that the Lessor shall assume responsibility for repair of same and shall as soon as reasonably practicable make or cause to have made such repairs so that the premises are safe, habitable and sightly to the extent paid for by applicable insurance proceeds but in no event later than within sixty (60) days of damage unless the Lessee gives Lessor notice of its intent to vacate and surrender the premises. Both parties hereby explicitly understand and agree that neither party shall have liability to the other for losses due to fire or other casualty to the extent such losses are or could have been covered by insurance as this lease obligates the parties to purchase for their benefit or protection.

11. Lessee agrees to make no alterations, additions, changes or improvements in or to the leased premises without the Lessor's prior written consent unless such alterations, additions, changes or repairs are necessary to keep the leased premises in good working order and repair and do not effect the structural integrity of buildings or the capacity of mechanical systems to function properly.
12. Any notice, request, demand or other communication required or permitted herein shall be in writing and may be given by actual delivery to the Party to which it is directed. Further, such notice, request, demand, or other communication may be given by certified or registered United States Mail, Federal Express, UPS, Airborne Express or facsimile addressed to the Party to which directed at the address or facsimile number hereinafter set forth:

To Seller: Michael A. Holden
Registered Agent, The Holden Companies LLC
2000 Forum Blvd., Ste. 5
Bunker Hill Building

Columbia, MO 65203
with copy to: William D. Powell
William D. Powell, P.C.
1201 W. Broadway
Columbia, MO 65203

To Buyer: Boone County Commission
891 E. Walnut, Rm. 245
Columbia, MO 65201

with copy to: John L. Patton
County Counselor
601 E. Walnut, Rm. 207
Columbia, MO 65201

Any such written notice shall be conclusively deemed given on the earlier of the date of actual delivery or the following date:

A. With respect to delivering by certified or registered United States mail, on the third business day following the date of mailing; and

B. With respect to delivery by Federal Express, UPS and Airborne Express, upon the date of actual delivery by such carrier to the Party to whom or which addressed.

C. With respect to delivery by facsimile transmission, upon confirmed completion of such transmission, provided such written notice is, on such date of transmission, also so mailed or so delivered to Federal Express, UPS or Airborne Express.

Either Party hereto may from time to time change the foregoing address by written notice to the other Party similarly given; provided, however, such change of address shall only be effective upon its actual receipt by the Party to whom it is addressed.

13. It is mutually agreed that this Lease may be terminated by Lessor for nonpayment of rent, if rent is due, at any time after the expiration of fifteen (15) days following written notice to Lessee of nonpayment of the whole or any part of the rent past due, and such termination shall not prejudice Lessor's right to prosecute for any of the remedies it may have for breach of this Lease. This Lease is made upon the condition that Lessee shall punctually perform each and all of the covenants and agreements herein set forth to be by Lessee kept and performed, and if at any time there be any default on the part of the Lessee in the payment of any amount of money herein agreed to be paid by Lessee, including rental due hereunder, or in the performance or observance of any of the other covenants and agreements of this Lease not pertaining to the payment of money, and any such default shall continue for a period of fifteen (15) days after written notice thereof shall have been served upon Lessee, or if Lessee shall file a petition in voluntary bankruptcy or commence any proceeding for the adjustment of its indebtedness under any applicable provisions of the Bankruptcy Act as then in effect, or if Lessee be adjudicated a bankrupt in voluntary bankruptcy proceedings and such adjudication shall not have been vacated within forty-five (45) days from the date thereof, or if a Receiver or Trustee of Lessee's property be appointed and the order appointing such Receiver or Trustee be not set aside or vacated within forty-five (45) days after the entry thereof, or if Lessee shall assign Lessee's estate or effects for the benefit of creditors, then, and in any such event, Lessor may, at its option, forthwith and without further notice, terminate this Lease and re-enter upon and take possession of the demised premises without prejudice, however, to


any other right of action or remedy which Lessor may have with respect to any breach by Lessee of any of the terms or covenants herein contained, including Lessor's right to file and recover the maximum claim in bankruptcy permitted under the Bankruptcy Act as then in effect. In the event of default by Lessee in the performance of any of the covenants of this Lease and by reason thereof Lessor employs the services of an attorney to enforce performance of these covenants to evict the Lessee or to collect monies due from the Lessee or to perform any service based upon such default, then, in any of said events, the Lessee agrees to pay a reasonable attorney's fee and all expenses and costs incurred by Lessor pertaining to enforcement of any remedy provided under this Lease.

14. Waiver of any condition or covenant of this lease or of 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.
15. This lease shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns forever subject to the prohibition against assignment and the subletting contained herein.

IN WITNESS WHEREOF the parties have executed this lease on the succeeding page and in duplicate the day and year first above written.

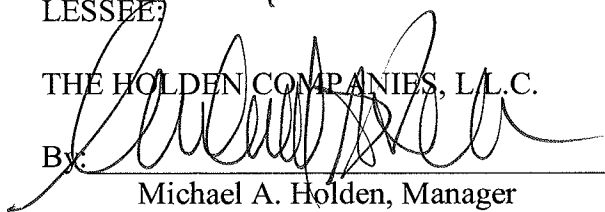
LESSOR:

BOONE COUNTY, MISSOURI

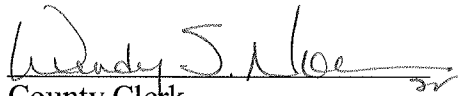
By: 
Keith Schnarre
Presiding Commissioner

LESSEE:

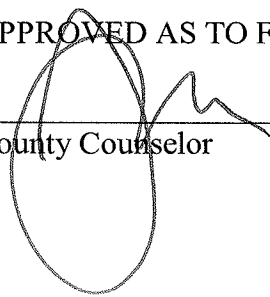
THE HOLDEN COMPANIES, L.L.C.

By: 
Michael A. Holden, Manager

ATTEST


Wendy S. Nloe
County Clerk

APPROVED AS TO FORM:


County Counselor

A. SETTLEMENT STATEMENT

U.S. Department of Housing and Urban Development



OMB No. 2502-0265

B. Type of Loan			
1. <input type="checkbox"/> 4A	2. <input type="checkbox"/> FmHA	3. <input checked="" type="checkbox"/> Conv. Unline.	6. File Number C0410054
4. <input type="checkbox"/> 4	5. <input type="checkbox"/> Conv. Ins.	7. Loan Number	8. Mortgage Insurance Case Number
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked (P.O.C.) were paid outside the closing; they are shown here for information purposes and are not included in the totals.			
D. Name and Address of Borrower BOONE COUNTY, MISSOURI, a first class county and political subdivision of the state of Missouri		E. Name and Address of Seller THE HOLDEN COMPANIES L.L.C. A MO LIMITED LIABILITY CO. - TAXPAYER LANDAMERICA EXCHANGE CO. A VIRGINIA CORPORATION - QUALIFIED INTERMEDIARY	
F. Name and Address of Lender		H. Settlement Agent GUARANTY LAND TITLE INSURANCE INC.	
G. Property Location 607 E. ASH COLUMBIA MO 65201		Place of Settlement 2000 FORUM BLVD SUITE 5 COLUMBIA MO 65203	I. Settlement Date 12/15/04
J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract sales price	670,000.00	401. Contract sales price	670,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	102.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
12. GROSS AMOUNT DUE FROM BORROWER	670,102.00	420. GROSS AMOUNT DUE TO SELLER	670,000.00
200. Amounts Paid By or In Behalf of Borrower		500. Reductions in Amount Due To Seller	
201. Deposit or earnest money		501. Excess Deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	75.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	508,103.24
205.		BOONE COUNTY NATIONAL BANK	
		505. Payoff of second mortgage loan	
206.		506. CONSTRUCTION DISBURSEMENT FEE	1,500.00
207.		507. WELLS FARGO FINANCIAL	14,453.43
208.		508. 2004 REAL ESTATE TAXES	6,875.29
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
		513. EXCHANGE PROCEEDS	138,993.04
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER		520. TOTAL REDUCTION AMOUNT DUE SELLER	670,000.00
300. Cash At Settlement From or To Borrower		600. Cash At Settlement To or From Seller	
301. Gross amount due from borrower (line 120)	670,102.00	601. Gross amount due to seller (line 420)	670,000.00
302. Less amounts paid by/for borrower (line 220)		602. Less reduction amount due seller (line 520)	670,000.00
303. CASH FROM BORROWER	670,102.00	603. CASH TO SELLER	

IN EVENT A RE-PRORATION OF THE TAXES IS NECESSARY WHEN THE TAX BILLS FOR 1997 ARE PREPARED, THE PARTIES AGREE TO HANDLE SAID RE-PRORATION BY THEMSELVES.

BOONE COUNTY, MISSOURI, a first class county and political

Buyer/Borrower

THE HOLDEN COMPANIES L.L.C. A MO LIMITED LIABILITY CO. - TAXPAYER

Seller

Buyer/Borrower

LandAmerica-Intermediary

Seller

L. SETTLEMENT CHARGES:		FILE #:	C0410054	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price \$		@	=		
Division of commission (line 700) as follows:					
701. \$	to				
702. \$	to				
703. Commission paid at Settlement					
EMS PAYABLE IN CONNECTION WITH LOAN			P.O.C.		
801. Loan Origination Fee	%				
802. Loan Discount	%				
803. Appraisal Fee	to				
804. Credit Report	to				
805. Lender's Inspection Fee	to				
806. Mtg. Ins. Application Fee	to				
807. Assumption Fee	to				
808.					
809.					
810.					
811.					
812.					
813.					
814.					
815.					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901. Interest from	to	@ \$	/day	Days	
902. Mortgage Insurance Premium for	to				
903. Hazard Insurance Premium for	yrs to				
904.					
905.					
1000. RESERVES DEPOSITED WITH LENDER FOR					
1001. Hazard Insurance	mo. @ \$		/mo.		
1002. Mortgage Insurance	mo. @ \$		/mo.		
1003. City property taxes	mo. @ \$		/mo.		
1004. County property taxes	mo. @ \$		/mo.		
1005. Annual Assessments	mo. @ \$		/mo.		
1006.	mo. @ \$		/mo.		
1007.	mo. @ \$		/mo.		
1008.					
1100. TITLE CHARGES					
1101. Settlement or closing fee	to	GUARANTY LAND TITLE INSURANCE INC.		75.00	75.00
1102. Abstract or title search	to				
1103. Title examination	to				
1104. Title insurance binder	to				
1105. Document preparation	to				
1106. Notary fees	to				
1107. Attorney's fees	to				
(includes above items No:)					
1108. Title insurance	to				
(includes above items No:)					
1109. Lender's coverage \$					
1110. Owner's coverage \$					
1111.		EXCHANGE FEE (POC 3000.00)			
1112.					
1113.					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording fees	Deed \$	27.00	; Mortgage \$		27.00
1202. City/county/stamps	Deed \$		; Mortgage \$		
1203. State tax/stamps	Deed \$		; Mortgage \$		
1204.					
1205.					
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Survey	to				
1302. Pest inspection	to				
1303.					
1304.					
1305.					
1306.					
1307.					
1308.					
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103 and 502, Sections J and K)				102.00	75.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Buyer/Borrower: THE HOLDEN COMPANIES L.L.C. A MO LIMITED LIABILITY CO.-TAXPAYER
Buyer/Borrower: LandAmerica-Intermediary
Seller: Seller

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: GUARANTY LAND TITLE INSURANCE INC. Date: _____

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 04

County of Boone

In the County Commission of said county, on the

26th

day of

October

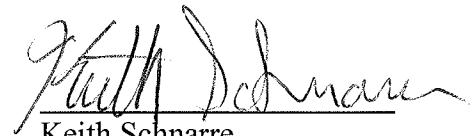
20

04

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

Now on this day the County Commission of the County of Boone does hereby approve the attached order for Abatement of Weed Nuisance for 4850 E. Leora Lane, Columbia. It is further ordered that the Presiding Commissioner be hereby authorized to sign said order.

Done this 26th day of October, 2004.

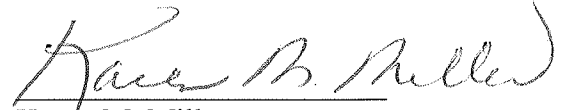


Keith Schnarre
Presiding Commissioner

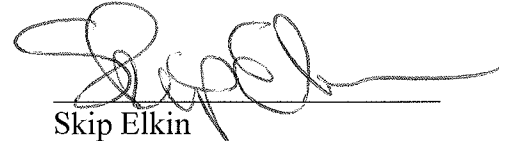
ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

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

In Re: Weed Abatement	)	October Session
4850 E. Leora Lane	)	October Adjourned
Columbia, Missouri	)	Term 2004
	)	Commission Order No. <u>454-2004</u>

ORDER FOR ABATEMENT OF TRASH NUISANCE

NOW on this 26th day of October, 2004, the County Commission of Boone County, Missouri met in regular session and entered the following order for abatement of weed nuisance:

WHEREAS, the Columbia/Boone County Health Department has declared property located at 4850 E. Leora Lane Columbia, MO, a/k/a Lot 28, Sharidan Hills Subdivision, Block 1, as shown by deed book 1052 page 0135, Boone County records, a public health nuisance under section 6.7 of the Boone County Code of Health Regulations and given the owners of said lot notice thereof and opportunity to abate said public nuisance, and

WHEREAS, the owners of record for the above mentioned property have not appealed the Health Director's declaration that the above mentioned property is a public health nuisance not complied with the Health Director's order for abatement, and

WHEREAS, the County Commission believes that governmental abatement of the said health nuisance is necessary and proper under the circumstances.

NOW THEREFORE IT IS ORDERED pursuant to section 6.8.2 of the Boone County Code of Health Regulations that the Health Director abate said nuisance at county expense by government, and

IT IS FURTHER ORDERED that the County Counselor seek restitution of the expense of said abatement by legal action as deemed necessary and proper under the circumstances.

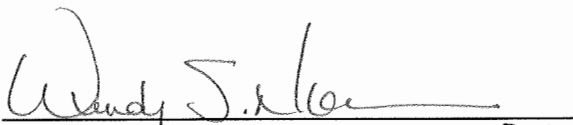
WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk



30

CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



RECEIVED
OCT 15 2004

Boone County Commission HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

To: Boone County Commissioners
From: Stephanie Browning
Subject: Abatement Request
Date: October 12, 2004

Attached you will find information related to a Boone County Nuisance abatement request. The packet contains the necessary information on the violation and history. The property is located at 4850 E. Leora Lane, Columbia. We have been unable to contact the owner of record. We have received an estimate of \$240.00 to cut the weeds.

Please let me know if you agree to abate the nuisance.

*Part on Commission
Agenda
Hark
12/16*



INTEROFFICE MEMO

TO: Gerald R. Worley, Environmental Health Manager
FROM: Kristine Rinehart, Environmental Health Specialist
DATE: September 30, 2004
SUBJECT: County Nuisance Abatement – 4850 E. Leora Lane

The attached is submitted for the Manager's recommendation of abatement due to the existence of **weeds over twelve inches high** on the premises. The property is located at **4850 E. Leora Lane, Columbia, Missouri**. The property is owned by **Mike Mehrdad**. An inspection on **September 7, 2004** revealed a violation of County ordinance **6.7**. A 15-day violation notice was sent on **September 10, 2004** to **Mike Mehrdad at P.O. Box 1713, Columbia, MO 65205**. A reinspection on **September 27, 2004** revealed that the nuisance had not been abated. Pictures were taken on **September 29, 2004**. **No telephone number was available for the owner. The property has a partially constructed house on it and appears to be abandoned.**

I recommend that we abate and tax bill.

Manager's recommendation:

Prosecute

Abate and tax bill

Hold for further review

Attachments.

k:\word.env\managerdeclaration

FAX

Date 9-30-04

Number of pages including cover sheet 1

TO: Travis - TP Mowing

FROM: K. Pinehart
Columbia/Boone County
Health Dept - Env. Health
P.O. Box 6015
Columbia, MO 65205

Phone

Fax Phone

Phone 573-874-7346

Fax Phone 573-817-6407

CC:

REMARKS: Urgent For your review Reply ASAP Please Comment

Travis -

I need bids for:

- 6500 E. Karin Court - off PP -
mowing entire property

- 4850 E. Ceora Lane - off HH - to
Sharidan - partially constructed house on E
side - mowing entire property -

Thanks!

Lewis

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

In Re: Weed Abatement	)	October Session
4850 E. Leora Lane	)	September Adjourned
Columbia, Missouri	)	Term 2004
	)	Commission Order No. _____

ORDER FOR ABATEMENT OF TRASH NUISANCE

NOW on this _____ day of _____, 2004, the County Commission of Boone County, Missouri met in regular session and entered the following order for abatement of weed nuisance:

WHEREAS, the Columbia/Boone County Health Department has declared property located at 4850 E. Leora Lane, Columbia, MO, a/k/a Lot 28, Sharidan Hills Subdivision, Block 1, as shown by deed book 1052 page 0135, Boone County records, a public health nuisance under section 6.7 of the Boone County Code of Health Regulations and given the owners of said lot notice thereof and opportunity to abate said public nuisance, and

WHEREAS, the owners of record for the above mentioned property have not appealed the Health Director's declaration that the above mentioned property is a public health nuisance not complied with the Health Director's order for abatement, and

WHEREAS, the County Commission believes that governmental abatement of the said health nuisance is necessary and proper under the circumstances.

NOW THEREFORE IT IS ORDERED pursuant to section 6.8.2 of the Boone County Code of Health Regulations that the Health Director abate said nuisance at county expense by government, and

IT IS FURTHER ORDERED that the County Counselor seek restitution of the expense of said abatement by legal action as deemed necessary and proper under the circumstances.

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

ATTEST:

Presiding Commissioner

Boone County Clerk

Boone County, Missouri
Unofficial Document

Filed for record on January 11, 1993 at 9:38 AM in Boone Co. Mo.
Document No. 717 recorded in Book 152 page 195 Bette Johnson, Recorder of Deeds

PORA 943-A

ELKINS-LWYERS CO., SPRINGFIELD, MO.

CLASS 88

COLLECTOR'S DEED FOR TAXES

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Whereas, MIKE MEHRDAD did, on the 7th day of DECEMBER, 1993 produce to the undersigned RAYMOND W. EASLEY, Collector of the County of BOONE, in the State of Missouri, a certificate of purchase, in writing, bearing date the 28th day of AUGUST, 1991, signed by RAYMOND W. EASLEY, who at the last mentioned date was Collector of said county, from which it appears that the said MIKE MEHRDAD did on the 28th day of AUGUST, 1991, purchase at public auction at the door of the courthouse in said county, the tract, parcel or lot of land lastly in this indenture described, and which lot was sold to MIKE MEHRDAD for the sum of TWO HUNDRED dollars and 00 cents, being the amount due on the following tracts or lots of land, returned delinquent in the name of EARL G. HILGER, JR. & JEAN RILEY for the non-payment of taxes, costs and charges for the years 1989 & 1990 namely: 12-204-10-03-001, SHARIDAN HILLS SD. BLK 1, LOT 28, BOONE COUNTY MO. 10-28-12

which said lands have been recorded, among other tracts, in the office of said Collector, as delinquent for the non-payment of taxes, costs, and charges due for the year last aforesaid, and legal publication made of the sale of said lands; and it appearing that the said MIKE MEHRDAD is the legal owner of said certificate of purchase and the time fixed by law for redeeming the land therein described having now expired, the said EARL G. HILGER, JR. & JEAN RILEY, nor any person in his behalf having paid or tendered the amount due the said MIKE MEHRDAD on account of the aforesaid purchase, and for the taxes by him since paid, and the said MIKE MEHRDAD having demanded a deed for the tract of land mentioned in said certificate, and which was the least quantity of the tract above described that would sell for the amount due thereon for taxes, costs and charges, as above specified, and it appearing from the records of said County Collector's office that the aforesaid lands were legally liable for taxation, and had been duly assessed and properly charged on the tax book with the taxes for the years 1989 & 1990

Therefore, this indenture, made this 7th day of DECEMBER, 1993, between the State of Missouri, by RAYMOND W. EASLEY, Collector of said county, of the first part, and the said MIKE MEHRDAD of the second part, Witnesseth: That the said party of the first part, for and in consideration of the premises, has granted, bargained and sold unto the said party of the second part, his heirs and assigns, forever, the tract or parcel of land mentioned in said certificate, situate in the County of BOONE, and State of

Boone County, Missouri Unofficial Document

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Missouri, and described as follows, namely:

12-204-10-03-001. SHARIDAN HILLS SD BLK 1, LOT 28, BOONE COUNTY NO. 10-48-12

To have and to hold the said last mentioned tract or parcel of land, with the appurtenances thereto belonging, to the said party of the second part, his heirs and assigns forever, in as full and ample a manner as the Collector of said county is empowered by law to sell same.

In Testimony Whereof, the said RAYMOND W. EASLEY, Collector of said county of

BOONE, has hereunto set his hand, and affixed his official seal, the day and year last above written.

Witness my hand and seal, this 7th day of December, 1993.

VELDA V. ROEMER County Clerk
Boone County, Missouri

Raymond W. Easley
RAYMOND W. EASLEY
Collector of BOONE

STATE OF MISSOURI, BOONE County, ss.

Before me, the undersigned, ROBTAY PUBLIC, in and for said county

this day, personally came the above named, RAYMOND W. EASLEY, Collector of said county, and acknowledged that he executed the foregoing deed for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and seal, this 7th day of

December, 1993.



Velda V. Roemer (L.S.)
VELDA V. ROEMER

STATE OF MISSOURI.)

STATE OF MISSOURI }
COUNTY OF BOONE } ss.

Document No. 787

I, the undersigned Recorder of Deeds for said county and state do hereby certify that the foregoing instrument of writing was filed for record in my office on the 11th day of January 1994 at 8 o'clock and 38:48 minutes AM and is truly recorded in Book 1052 Page 135.

Witness my hand and official seal on the day and year aforesaid.

BETTIE JOHNSON, RECORDER OF DEEDS

by Paul Calhoun deputy
Paul Calhoun





CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

Mike Mehrdad
P.O. Box 1713
Columbia, MO 65205-1713

9-27-04 still high

An inspection of the property you own located at 4850 E. Leora Lane (parcel # 12-204-10-03-001.00 01) was conducted on September 7, 2004 and revealed growth of weeds in excess of 12" tall. Mow entire property to include area between sidewalk and curb.

This condition is hereby declared to be a nuisance. You are herewith notified that if the above nuisance has not been corrected within 15 days after the mailing of this notice (see date below), you will be in violation of Boone County Public Nuisance Ordinance Section 6.7. A re-inspection will be conducted at the end of the 15-day period. If the nuisance has not been corrected by that time, a complaint will be filed against you in the Circuit Court; or we will schedule the nuisance for abatement action by the county at the owner's expense; or we will both prosecute and

A property owner s
Director or health c
written notice. App

PICS
9-29-04
@ 4:00pm

il the decision of the Health
made within 15 days of receipt of
Boone County Commission.

The purpose of the
community; and you
questions, please d
person responsible for the care of this property, please call the Department of Health at (573) 874-7346.

and maintain a cleaner, healthier
ly appreciated. If you have any

Sincerely,

[Handwritten signature of Kristine Rinehart]

Kristine Rinehart
Environmental Health Specialist

This notice deposited in the U.S. Mail first class postage paid on the 10 day of September, 2004 by KH.



**Tom Schauwecker
Boone County Assessor**

Boone County Government Center
801 East Walnut
Columbia, MO 65201-7732

(573) 886-4270 Office
(573) 886-4254 Fax



Parcel 12-204-10-03-001.00 01

Property Location 4850 E LEORA LN

City **HALLSVILLE (R4)** Road **COUNTY ROAD DISTRICT (CO)** School **HALLSVILLE (R4)**
Library **BOONE COUNTY (L1)** Fire **BOONE COUNTY (F1)**

Owner **MEHRDAD MIKE**
Address **PO BOX 1713**
City, State Zip **COLUMBIA, MO 65205-1713**

Subdivision Plat Book/Page **0010 0181**
Section/Township/Range **10 49 12**

Legal Description **SHARIDAN HILLS SD BLK 1
LOT 28**
Lot Size **75 x 116**
Irregular shape **Y**

Deed Book/Page **1052 0135**

9-704:weeds

Type	Current Appraised			Type	Current Assessed		
	Land	Bldgs	Total		Land	Bldgs	Total
RV	14,000		14,000	RV	2,660		2,660
Totals	14,000	0	14,000	Totals	2,660	0	2,660

Previous Year's Tax

Year **2003** Amount **\$149.16**

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

SEP 10 2004



Taken 9/29/04 at ~ 4:00 pm
4850 E. Leora Lane



Taken 9/29/04 at ~ 4:00 pm
4850 E. Leora Lane

