

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

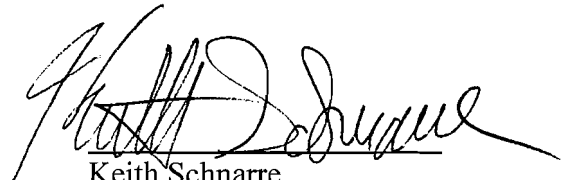
July Session of the July Adjourned Term. 20 05

In the County Commission of said county, on the 21<sup>st</sup> day of July 20 05

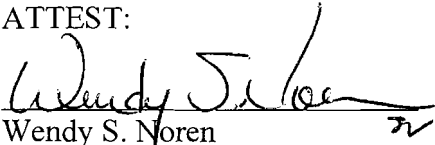
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby authorize a closed session on Thursday, July 21, 2005 immediately following the 11:00 a.m. Commission Meeting. The meeting will be held in Room 243 of the Roger B. Wilson Boone County Government Center at 801 E Walnut, Columbia, Missouri, as authorized 610.021(1) RSMo. to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 21<sup>st</sup> day of July, 2005.

  
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

absent  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

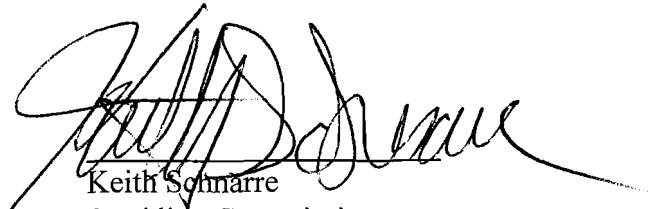
Term. 20 05

In the County Commission of said county, on the 21<sup>st</sup> day of July 20 05

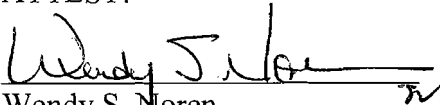
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 46-30JUN05 for the Wolfe Road, McQuitty Road and Route E Intersections Road Improvement Project to S & C Bridge and Concrete, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 21<sup>st</sup> day of July, 2005.

  
Keith Schmarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

absent  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

Melinda Bobbitt, CPPB  
Director



601 E. Walnut, Room 208  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

288-2005

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: July 7, 2005  
RE: 46-30JUN05 – Wolfe Road, McQuitty Road and Route E Intersections  
Road Improvement Project

The Bid for Wolfe Road, McQuitty Road and Route E Intersections Road Improvement Project closed on June 30. Three bids were received. Purchasing and the Public Work's department recommend award to S & C Bridge & Concrete Inc for submitting the lowest and best bid.

Total cost of contract is \$65,311.00 with a 10% contingency of \$6,531.00 for a total Purchase Order amount of \$71,842.00. This contract will be paid out of department 2045 - PW Design and Construction, account number 71100 – Outside Services. The original budget was \$60,000. Public Works stated the difference will be covered by other savings in the Class 7 account.

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

ATT: Bid Tabulation

cc: David Mink, Public Works  
Don Abell, Public Works  
Bid File

<b>BID TABULATION</b>				
46-30JUN05 Wolfe Rd, McQuitty Rd, and Rt. E Intersections Road Improvement Project				
		<b>APAC-Missouri</b>	<b>Christensen Construction</b>	<b>S &amp; C Bridge &amp; Concrete</b>
Mobilization		\$10,025.00	\$2,000.00	\$18,000.00
Construction Staking		\$8,600.00	\$3,000.00	\$1,500.00
Traffic Control		\$5,151.00	\$5,000.00	\$1,200.00
Removals		\$8,700.00	\$15,000.00	\$2,700.00
Excavation		\$3,286.30	\$4,000.20	\$1,416.00
Embankment		\$11,223.00	\$4,001.58	\$5,418.00
4" of Type 1 Base Rock		\$4,930.00	\$5,800.00	\$7,250.00
2" Thickness of 1" Surface Aggregate		\$1,438.50	\$1,750.00	\$1,400.00
8" Asphalt Pavement		\$15,379.10	\$21,828.40	\$18,755.00
18" Corrugated Metal Pipe		\$3,350.70	\$2,920.00	\$2,920.00
Erosion Control		\$7,245.00	\$5,000.00	\$1,200.00
Fencing		\$3,288.00	\$9,600.00	\$3,552.00
<b>BASE BID TOTAL</b>		<b>\$82,616.60</b>	<b>\$79,900.18</b>	<b>\$65,311.00</b>
Bidder's Qualifications		Yes	Yes	Yes
Anti-Collusion statement		Yes	Yes	Yes
Signature & Identity of Bidder		Yes	Yes	Yes
Bidder's Acknowledgment		Yes	Yes	Yes
Bid Bond		Yes	Yes	Yes



**CONTRACT AGREEMENT**

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 **S & C Bridge & Concrete, Inc.** (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 46-30JUN05**  
**Wolfe Road, McQuitty Road and Route E Intersections Road Improvement Project**  
 Project No. 9776  
 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 Base Bid in the amount of \$65,311 .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. Notice to Bidders
2. Bid Response
3. Statement of Bidders Qualifications
4. Instructions to Bidders
5. Bid Form
6. Anti-Collusion Statement
7. Signature and Identity of Bidder
8. Bidders Acknowledgment
9. Insurance Requirements
10. Contract Conditions
11. Contract Agreement
12. Performance Bond
13. Labor & Material Payment Bond
14. General Specifications
15. Technical Specifications
16. Special Provisions
17. Affidavit—Prevailing Wage
18. State Wage Rates-Annual Wage Order No. 11
19. Boone County Standard Terms and Conditions
20. Plan Sheets

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" 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:

**Sixty Five Thousand Three Hundred Eleven Dollars and zero cents (\$65,311.00)**

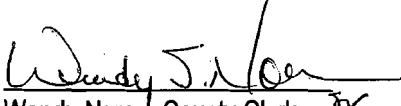
as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 21 JULY 2005 at Columbia, Missouri. (Date)

OWNER, BOONE COUNTY, MISSOURI

By:   
Keith Schnarre, Presiding Commissioner

ATTEST:

  
Wendy Noren, County Clerk

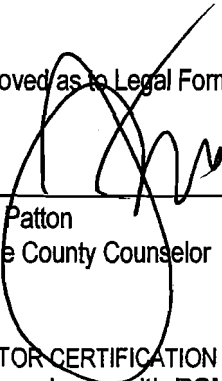
CONTRACTOR: S & C Bridge & Concrete, Inc.

By:   
Authorized Representative Signature

By: Chris D. Childress  
Authorized Representative Printed Name

Title: Pres.

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.)

2045/71100 - \$65,311.00

Signature \_\_\_\_\_ Date \_\_\_\_\_ Appropriation Account \_\_\_\_\_



# NOTICE TO PROCEED

DATE: August 23, 2005

TO: S & C Bridge & Concrete Inc.

ADDRESS: 2124 Riverview Ln.  
Pilot Grove, MO 65276

PROJECT: Bid Number 46-30 JUN 05  
Wolfe, McQuitty & Rt. E Intersections - Road Improvement Project

You are hereby notified that the Contract Time under the above contract will commence on **August 24, 2005**. You may start performing your obligations under the Contract Documents as of this date. In accordance with Instructions to Bidders, section 4.2, Contract Time shall not exceed 30 working days.

**All inspections for this project should be called in to the Design & Construction office at 449-8515. If the party who you wish to speak with is not in, please leave your message with the receptionist. Do not leave messages concerning an inspection on voice mail.**

A minimum of 24 hours notice must be given before you start.

OWNER, Boone County, Missouri

By: J.P. Watkins II  
Date: 8/23/05

John P. Watkins II  
Project Development Manager

cc. County Clerk  
Purchasing  
Director  
R.O.W. Department  
Inspection Department  
Project File

288-2005

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 05

In the County Commission of said county, on the

21<sup>st</sup> day of July 20 05


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:

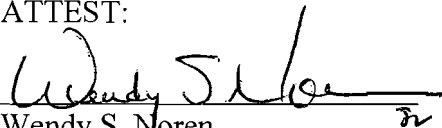
DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
1243-10100: Juvenile Justice Grants – Salaries	\$1,712.00	
1243-10200: Juvenile Justice Grants – FICA	\$131.00	
1243-91300: Juvenile Justice Grants – Machinery and Equipment		\$1,843.00

Said budget revision is for the purchase of a model locking medication cart for the Juvenile Justice Center.

Done this 21<sup>st</sup> day of July, 2005.

  
 Keith Schnarre  
 Presiding Commissioner

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

absent  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

# REQUEST FOR BUDGET REVISION

## BOONE COUNTY, MISSOURI

### RECEIVED

7/5/05

EFFECTIVE DATE

JUL 06 2005

FOR AUDITORS USE

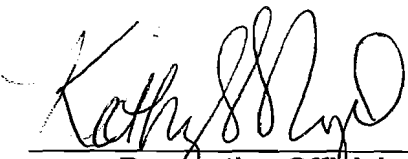
289-2005

Department				Account				BOONE COUNTY AUDITOR		Department Name		Account Name		(Use whole \$ amounts)	
														Transfer From	Transfer To
												Decrease	Increase		
1	2	4	3	1	0	1	0	0	Juvenile Justice Grants	Salaries			1712.00		
1	2	4	3	1	0	2	0	0	Juvenile Justice Grants	FICA			131.00		
1	2	4	3	9	1	3	0	0	Juvenile Justice Grants	Machinery/Equipment				1843.00	

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): Transfer of funds from Salaries and FICA to Machinery/Equipment to purchase a model locking medication cart. This budget revision will not have any impact on the art or music instructor's salaries. The original budget for the music instructor was for 128 hours. Since the program has started the hours have been reduced to 53 hours for the total program. Due to the art instructor having surgery and a recovery period there are excess monies available.

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):

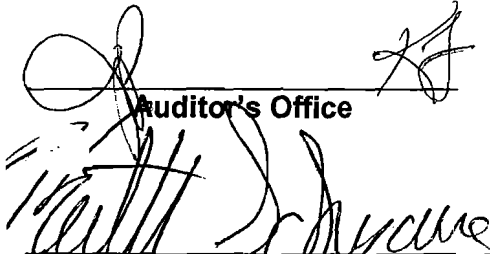
*JAIBG 2004-2005 mobile locking medication cart*

  
\_\_\_\_\_  
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:

*Commission agenda*

  
\_\_\_\_\_  
Auditor's Office

*absent*  
\_\_\_\_\_  
DISTRICT I COMMISSIONER

  
\_\_\_\_\_  
DISTRICT II COMMISSIONER

MISSOURI DEPARTMENT OF PUBLIC SAFETY  
 OFFICE OF THE DIRECTOR  
**CONTRACT ADJUSTMENT NOTICE**

P.O. Box 749  
 Jefferson City, MO 65102  
 Phone: (573) 751-4905

ADJUSTMENT NO.  <b>2</b>	DATE  June 24, 2005
--------------------------------	---------------------------

CONTRACTOR NAME  
**Boone, County of**

PROJECT TITLE  
**Accountability Enhancement Programs and Services**

PRESENT CONTRACT PERIOD  FROM <b>10/1/04</b> TO <b>9/30/05</b>	CONTRACT NUMBER  <b>2003-JAIBG-LG-04</b>
--	--

**TO CONTRACTOR: Your request to change, amend, or adjust this contract is approved subject to such conditions or limitations as may be set forth below.**

Nature of change, amendment, or adjustment  

**Budget Revision**

**Conditions or Limitations:** This budget revision will authorize the contractor to transfer funds from the personnel cost category to the equipment category. An excess in personnel funds will be transferred to equipment funds to allow the contractor to purchase a mobile locking medication cart.

Budget is changed:	From	To
Personnel	\$47,083.34	\$45,240.14
Personnel Overtime	\$0.00	\$0.00
Volunteer Hours	\$0.00	\$0.00
Travel	\$0.00	\$0.00
Equipment	\$0.00	\$1,843.20
Supplies/Operations	\$3,515.51	\$3,515.51
Contractual	\$0.00	\$0.00
Renovation/Construction	\$0.00	\$0.00
<b>Total Project Cost</b>	<b>\$50,598.85</b>	<b>\$50,598.85</b>
Federal/State Share	\$45,538.97	\$45,538.97
Local Match Share	\$5,059.88	\$5,059.88

**All terms and conditions of the original Award of Contract apply to this Contract Adjustment Notice.**

Director or Deputy Director, Department of Public Safety  <i>Mark James</i>	DATE  <i>6/30/05</i>
---	----------------------------

*Raw*

# COPY



MISSOURI DEPARTMENT OF PUBLIC SAFETY  
 OFFICE OF THE DIRECTOR  
 REQUEST TO REVISE THE BUDGET

P.O. Box 749  
 Jefferson City, MO 65102  
 Telephone: 573-751-4905  
 FAX: 573-751-5399



Contractor Name Boone, County of					
Project Title Accountability Enhancement Programs and Services			Contract Number 2003-JAIBG-LG-04		
COST CATEGORY			REQUESTED REVISED BUDGET		NET CHANGE (+ OR -)
PERSONNEL ( <i>Plus Fringes and Overtime</i> )	47,083.34		45,240.14		(1,843.20)
VOLUNTEER TIME					
TRAVEL					
EQUIPMENT			1843.20		1,843.20
SUPPLIES/OPERATIONS	3,515.51		3,515.51		
CONTRACTUAL					
RENOVATION/CONSTRUCTION					
TOTAL PROJECT COSTS	50,598.85	100%	50,598.85	100%	\$0.00
TOTAL FEDERAL/STATE SHARE	45,538.97	100 %	45,538.97	90 %	\$0.00
TOTAL LOCAL MATCH SHARE	5,059.88	0 %	5,059.88	10 %	\$0.00

**NARRATIVE JUSTIFICATION** – Briefly explain the requested change. Explain why a reduction in some categories will not be detrimental to the project and an increase in others will further the objectives of the project. **Attach copies of each changed budget detail sheet.**

Use excess monies from the art and music instructors' salaries to purchase a mobile locking medication cart to store juveniles' prescription drugs at the Juvenile Justice Center. The original budget for the music instructor was budgeted for 128 hours. Since the program has started the hours have been reduced 53 hours for the total program. Due to the art instructor having surgery and a recovery period there are excess monies available.

The model locking medication cart will permit more effective control over the storage and dispensation of medication for juveniles at the Juvenile Justice Center.

The reduction in the art and music instructors' salaries will not affect the original budget or projects.

**PREPARED BY**

Signature <i>Kirk Kippley</i>	Date 6/17/05	Telephone Number: 573.886.4450
		E-Mail Address: Kirk.kippley@courts.mo.gov
		Fax Number: 573.886.4461

**APPROVED BY**

Authorized Official <i>Ruth Schuane</i>	Date 6-17-05
--	-----------------



<b>EQUIPMENT</b>	<b>PROJECT TITLE :</b> Accountability Enhancement Programs & Services
	<b>APPLICANT AGENCY:</b> Boone County

**INSTRUCTIONS**

- |   |   |
|---|---|
| <p>1. Equipment is defined as tangible personal property having a useful life of more than one year.</p> <p>2. Under the <b>Item</b> column, describe each type of equipment in terms of size, capability, etc.</p> | <p>3. Under the <b>Basis for Cost Estimate</b>, list the number of units of each type of equipment and provide a unit cost.</p> <p>4. Under the <b>Total Cost</b> column, record the cost to be calculated as follows: (number of units) x (unit cost).</p> |
|---|---|

ITEM	BASIS FOR COST ESTIMATE	TOTAL COST
<p><b>Program 4, Area #15</b></p> <p>Model Locking Medication Cart</p>	<p>Model Locking Medication Cart, narcotic lock box, punch card dividers and two key system for security. Price includes shipping.</p>	<p>\$1,843.20</p>
<p>State/Federal Share</p>	<p>\$1,658.88 (90%)</p>	
<p>Local Match Share</p>	<p>\$184.32 (10%)</p>	<p><b>TOTAL EQUIPMENT COST</b> \$1,843.20</p>

FY 2005  
 Budget Amendments/Revisions  
**Judicial Grants & Contracts (1243)**

<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	1/11/2005	3451 71101	State Grant Reimbursement Professional Services	15,000 15,000		Domestic Relations Resolution Fund Grant 1/1/2005 - 6/30/2005
2	2/3/2005	3411 10100 10200	Federal Grant Reimb Salaries & Wages FICA	467 482 37		JAIBG 2004-2005 Establish Music Instructor position
3	7/6/2005	10100 10200 91300	Salaries & Wages FICA Machinery & Equipment		1,712 131	JAIBG 2004-2005 - Mobile locking medication cart
				1,843		



Hill Creek Subdivision  
 Owners List / Owners Signed  
 June 21, 2005

#	TAXPARCEL	LNAME	FNAME	LNAME2	FNAME2	ADDRESS	CITY	ST	ZIP	LEGAL DESCRIPTION	ACRES	ACRES SIGNED
1	20-303-11-01-010.00	ALLEN	RONALD D.	ALLEN	ROSEMARY K.	600 COVERED BRIDGE RD.	COLUMBIA	MO	65203	Lot Ten (10) of Hillcreek Subdivision according to the plat recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.30	2.30
2	20-303-11-01-036.00	AMLOT	BENNETT J.	KINKEAD AMLOT	KIMBERLY G.	600 COVERED BRIDGE RD.	COLUMBIA	MO	65203	Lot 11 of Hillcreek Subdivision according to the plat recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.00	2.00
3	20-601-14-02-009.00	ANDREWS	JAMES W	ANDREWS	L LUANN	7801 CAVE CREEK RD	COLUMBIA	MO	65203	Lot "P" of Hill Creek Subdivision as shown by a survey recorded Book 414, Page 18, Records of Boone County, Missouri.	2.00	2.00
4	20-303-11-01-019.00	BAILLARGEON, TRUSTEE	JOAN M.	BAILLARGEON SURVIVOR'S TRUST A & B	JOAN M.	7350 CHIMNEY RIDGE RD.	COLUMBIA	MO	65203	Lot 19 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.15	2.15
5	20-303-11-01-025.00	BASNETT	RICHARD J.	BASNETT	JAIME	1101 COVERED BRIDGE ROAD	COLUMBIA	MO	65203	Lot 25 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.19	2.19
6	20-303-11-01-042.00	BAY	DONALD M	BAY	JOAN M.	7601 CHIMNEY RIDGE RD	COLUMBIA	MO	65203	Lot 42 Hill Creek Subdivision as described by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.10	2.10
7	20-601-14-01-026.00	BLUMER	STEPHEN L.	BLUMER	KAREN J	8181 S HILL CREEK RD	COLUMBIA	MO	65203	Lot 25 of Hill Creek Subdivision Addition 1, as shown by Plat recorded in Plat Book 13, Page 26, Records of Boone County, Missouri.	2.31	2.31
8	20-601-14-02-020.00	BRAKHAGE	GEORGE K	BRAKHAGE	NANCY H	7852 S HILL CREEK RD	COLUMBIA	MO	65203	Lot DD of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.10	2.10
9	20-601-14-01-019.00	BROCKSMITH	JAMES T	BROCKSMITH	VICKI E.	620 W LOGWOOD LN	COLUMBIA	MO	65203	Lot 19 of Hill Creek Subdivision Addition 1, as shown on plat recorded in Plat Book 13, Page 26, Boone County Records except that part being called Tract B on survey recorded in Book 782, Page 655, Boone County Records and including that part of Lot 18 of said Subdivision being Tract A of survey recorded in Book 782, Page 655, Records of Boone County, Missouri.	1.96	1.96
10	20-601-14-02-007.00	BROWN	JAMES R.	BROWN	BETH M	7650 S CAVE CREEK RD	COLUMBIA	MO	65203	Lot "N" Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.05	2.05
11	20-303-11-01-003.00	CLARK	DAVID P.	CLARK	TERRY L.	551 COVERED BRIDGE RD.	COLUMBIA	MO	65203	Lot 3 of Hillcreek Subdivision as shown by the survey thereof recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.11	2.11
12	20-601-14-01-024.00	DUNTON	THOMAS L.	DUNTON	DONNA S.	517 S HILL CREEK RD	COLUMBIA	MO	65203	Lot 2 of Hill Creek Subdivision Addition 1 as shown by plat recorded in Plat Book 13, Page 26, Boone County Records, except that part thereof conveyed by Warranty Deed recorded in Book 723, Page 84, Records of Boone County, Missouri.	2.00	2.00
13	20-303-11-01-001.00	CREIGHTON	DONALD L.	CREIGHTON	MONICA ANN	651 COVERED BRIDGE RD	COLUMBIA	MO	65203	Lot 1 of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	10.49	10.49
14	20-601-14-01-020.00	DEMING	CHARLES E	DEMING	JERRI	520 W LOGWOOD LN	COLUMBIA	MO	65203	Lot 20 Hill Creek Subdivision Addition 1 as shown by plat recorded in Plat Book 13, Page 26 of Boone County, Missouri Records, except that part thereof conveyed by Warranty Deed recorded in Book 723, Page 84, Records of Boone County, Missouri.	2.00	2.00
15	20-601-14-02-008.00	DENBOW, TRUSTEE	GARY A	DENBOW, TRUSTEE	DORIS J	7700 CAVE CREEK RD	COLUMBIA	MO	65203	Lot "O" of Hill Creek Subdivision as shown by a survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.00	2.00
16	20-601-14-01-016.00	DENNEY	JERRY	DENNEY	ANN M.	7700 CAVE CREEK RD	COLUMBIA	MO	65203	Lot "O" of Hill Creek Subdivision as shown by a survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.00	2.00

BOONE COUNTY MO JUL 21 2005

Hill Creek Subdivision  
 Owners List / Owners Signed  
 June 21, 2005

#	TAXPARCEL	LNAME	FNAME	LNAME2	FNAME2	ADDRESS	CITY	ST	ZIP	LEGAL DESCRIPTION	ACRES	ACRES SIGNED
17	20-303-11-01-043.01	DORST	STANLEY K	YOEST	MARGARET	7771 HILL CREEK RD	COLUMBIA	MO	65203	Lot 10 of Hill Creek Subdivision Addition I, as shown by the plat recorded in Plat Book 13, Page 26 Records of Boone County, Missouri.	2.00	2.00
18	20-303-11-01-043.00	DONAHUE	HAROLD JOHN			650 W RIDGE RUN #42	COLUMBIA	MO	65203	Lot 43 Hill Creek Subdivision as shown on Survey recorded in Book 414, Page 18, Boone County Records and as described by Warranty Deed recorded in Book 771, Page 802, Boone County Records.	2.20	2.20
19	20-601-14-01-004.00	DORST	STANLEY K	YOEST	MARGARET	7771 HILL CREEK RD	COLUMBIA	MO	65203	Lot 10 of Hill Creek Subdivision Addition I, as shown by the plat recorded in Plat Book 13, Page 26 Records of Boone County, Missouri.	2.00	2.00
20	20-601-14-02-024.00	DUCHARME	JEROME C	DUCHARME	DEBORAH M	275 W HIGH POINT LN	COLUMBIA	MO	65203	Lot HH of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.10	2.10
21	20-303-11-01-024.00	EICHELBERGER	ROBERT W.	EICHELBERGER	DEBRA R.	1051 COVERED BRIDGE RD.	COLUMBIA	MO	65203	Lot 24 Hill Creek Subdivision as shown by survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	1.90	1.90
22	20-303-11-01-024.00	EICHELBERGER	ROBERT W.	EICHELBERGER	DEBRA R.	1051 COVERED BRIDGE RD.	COLUMBIA	MO	65203	Lot 24 Hill Creek Subdivision as shown by survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	1.90	1.90
23	20-303-11-01-012.00	EVERETT	ELWOOD D.	EVERETT	BILLIE J.	800 COVERED BRIDGE RD.	COLUMBIA	MO	65203	Lot 12 of Hill Creek Subdivision as described by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.40	2.40
24	20-601-14-02-025.00	FALCO	MICHAEL ANTHONY			263 W HIGHT POINT LN	COLUMBIA	MO	65203	Lot II of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri except that part for roadway as described in Book 1125, Book 740, Records of Boone County, Missouri.	2.04	2.04
25	20-303-11-01-050.00	FLAKER	GREGORY	FLAKER	SONDRA	7501 CAVE CREEK RD	COLUMBIA	MO	65203	Tract I-J of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	4.17	4.17
26	20-601-14-01-010.00	FLUESMEIER	J BRUCE	FLUESMEIER	KATHERINE D	7651 S HILL CREEK RD	COLUMBIA	MO	65203	Lot 6 of Hill Creek Subdivision Addition 1 as shown by Plat recorded in Plat Book 13, Page 26, Records of Boone County, Missouri.	2.02	2.02
27	20-303-11-01-028.00	FOOTE	JERRY	FOOTE	HEATHER	7351 CHIMNEY RIDGE RD	COLUMBIA	MO	65203	Lot 28 Hill Creek Subdivision as shown by Survey recorded in Book 392, Page 934, Records of Boone County, Missouri.	2.00	2.00
28	20-303-11-01-024.00	EICHELBERGER	ROBERT W.	EICHELBERGER	DEBRA R.	1051 COVERED BRIDGE RD.	COLUMBIA	MO	65203	Lot 24 Hill Creek Subdivision as shown by survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	1.90	1.90
29	20-303-11-01-044.00	FORD	GARY L	FORD	CHRISTINA	600 W RIDGE RUND RD	COLUMBIA	MO	65203	Lot 44 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.10	2.10
30	20-303-11-01-048.00	FORESTER	JERRY WALTER			7401 CAVE CREEK RD.	COLUMBIA	MO	65203	A tract of land in the SE 1/4 of Section 11, T 47 N, R 13 W as shown by Survey recorded in Book 453, Page 205, Records of Boone County, Missouri.	2.60	2.60
31	20-303-11-01-009.00	FRANKLIN	DEAN	FRANKLIN	JANET RAE	550 COVERED BRIDGE RD.	COLUMBIA	MO	65203	A tract of land in the W 1/2 of SE 1/4 Section 11, T 47 N, R 13 W as described by the Warranty Deed recorded in Book 473, Page 9, Boone County Records being Lot 9 of Hill Creek Subdivision.	2.80	2.80
32	20-601-14-02-004.00	FRANKLIN	GARY W	FRANKLIN	NANCY R	7401 CAVE CREEK RD	COLUMBIA	MO	65203	Tract of land in the SE 1/4 of Section 11, T 47 N, R 13 W as shown by Survey recorded in Book 453, Page 205, Records of Boone County, Missouri.	2.60	2.60

BOONE COUNTY MO JUL 21 2005

Hill Creek Subdivision  
 Owners List / Owners Signed  
 June 21, 2005

#	TAXPARCEL	LNAME	FNAME	LNAME2	FNAME2	ADDRESS	CITY	ST	ZIP	LEGAL DESCRIPTION	ACRES	ACRES SIGNED
	20-303-11-01-027.00	GOLDENHERSH	DON ROBERT	GOLDENHERSH	ELIZABETH DAN	154 COVERED BRIDGE RD	COLUMBIA	MO	65203	Lot 2 of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.		
34	20-303-11-01-047.00	GREENUP	RICHARD L	GREENUP	TAMMY J	7431 CAVE CREEK RD	COLUMBIA	MO	65203	Lot E on plat of Hill Creek Subdivision as shown by the Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.30	2.30
	20-303-11-01-029.00	GREENUP	SUSAN M			1072 S HILL CREEK RD	COLUMBIA	MO	65203	Lot 1 of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.		
36	20-303-11-01-049.00	GRUBICY	CLAUDIO A	GRUBICY	DOREEN	7550 CAVE CREEK RD	COLUMBIA	MO	65203	Lot G Hill Creek Subdivision as shown by the Plat recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.48	2.48
37	20-303-11-01-032.00	HALL	DANIEL Y.	HALL	CINDY E.	7451 CHIMNEY RIDGE RD	COLUMBIA	MO	65203	Lot 32 of Hill Creek Subdivision as shown by Survey recorded in Book 718, Page 64, Records of Boone County, Missouri.	2.00	2.00
38	20-303-11-01-031.00	HANCOCK	JAMES R.	HANCOCK	MYRA A.	1150 Covered Bridge Rd.	COLUMBIA	MO	65203	Lot 31 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.10	2.10
39	20-601-14-02-012.00	HILLMAN	RICHARD E.	HILLMAN	LAURA S	7900 CAVE CREEK RD	COLUMBIA	MO	65203	Lot T Hill Creek Subdivision as described by the Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.56	2.56
40	20-303-11-01-035.00	HIMMELBERG	GLEN R	HIMMELBERG	MARILYN J.	1191 COVERED BRIDGE RD	COLUMBIA	MO	65203	Lot 35 Hill Creek Subdivision as described by Surveys recorded in Book 414, Page 18 and Book 628, Page 864, Records of Boone County, Missouri.	2.45	2.45
	20-303-11-01-045.00	HOEPFNER	RICHARD E	HOEPFNER	BARBARA DARGEE	804 COVERED BRIDGE RD	COLUMBIA	MO	65203	Lot 5 of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.		
	20-303-11-01-028.00	PABSON	BRIAN	PABSON	KAREN	4908 GREENWAY DR	COLUMBIA	MO	65203	Lot 23 of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.		
43	20-303-11-01-034.00	HOUSTON	THOMAS E.	HOUSTON	STACIE J.	1171 COVERED BRIDGE ROAD	COLUMBIA	MO	65203	Lot 34 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.50	2.50
	20-303-11-01-040.00	SNIDER	LISA	SNIDER	MICHAEL	651 W RIDGE RHY	COLUMBIA	MO	65203	Lot 40 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.		
45	20-303-11-01-033.00	KIM, TRUSTEE	HYUN DJU	KIM, TRUSTEE	MARY F.	1151 COVERED BRIDGE RD	COLUMBIA	MO	65203	Lot 33 of Hill Creek Subdivision as shown by survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.20	2.20
46	20-303-11-01-026.00	KNOX	WILLIAM A.	KNOX	KAY E	7301 CHIMNEY RIDGE ROAD	COLUMBIA	MO	65203	Lot 26 of Hill-Creek Subdivision as shown by the survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.10	2.10
47	20-303-11-01-005.00	LAPOLLE	CYNTHIA S E			451 COVERED BRIDGE	COLUMBIA	MO	65203	Lot 29 of Hill Creek Subdivision as shown by the Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	1.50	
48	20-601-14-01-006.00	LEMMASTER	JOSEPH W	LEMMASTER	JUDITH A	501 W LOGWOOD LN	COLUMBIA	MO	65203	Lot 12 of Hill Creek Subdivision Addition 1 as shown by the plat recorded in Plat Book 13, Page 26, Records of Boone County, Missouri.		
49	20-601-14-02-018.00	LIEBHART	BRYAN	LIEBHART	TRINA	7752 S HILLCREEK RD	COLUMBIA	MO	65203	Lot BB of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.02	2.02
50	20-303-11-01-016.00	MASON, Trustee	RONALD E.	MASON, Trustee	MADOLYN M.	851 COVERED BRIDGE RD.	COLUMBIA	MO	65203	Lot 16 of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18 Records of Boone County, Missouri.	2.20	2.20
51	20-601-14-01-017.00	MEYER JR	DONALD JOSEPH	MEYER	LESLIE ANN	720 W LOGWOOD LN	COLUMBIA	MO	65203	Lot 17 of Hill Creek Subdivision Addition 1 as shown by the Plat recorded in Plat Book 13, Page 26, Records of Boone County, Missouri.	1.97	1.97
52	20-601-14-01-014.00	MILLIKAN	STEVEN D	MILLIKAN	SHARON L	7701 S CHIMNEY RIDGE RD	COLUMBIA	MO	65203	Lot 2 of Hill Creek Subdivision Addition 1, as shown by the plat recorded in Plat Book 13, Page 26, Records of Boone.	1.83	1.83
53	20-601-14-01-012.00	MONTGOMERY	RICHARD L	MONTGOMERY	BETTY L	7650 CHIMNEY RIDGE RD	COLUMBIA	MO	65203	Lot 4 of Hill Creek Subdivision Addition 1, as shown by plat recorded in Plat Book 13, Page 26, Records of Boone County, Missouri.	2.00	2.00

BOONE COUNTY MO JUL 21 2005

Hill Creek Subdivision  
 Owners List / Owners Signed  
 June 21, 2005

#	TAXPARCEL	LNAME	FNAME	LNAME2	FNAME2	ADDRESS	CITY	ST	ZIP	LEGAL DESCRIPTION	ACRES	ACRES SIGNED
54	20-601-14-02-001.00	MOOSMANN	THOMAS R	MOOSMANN	ANGELIA	7652 S HILL CREEK RD	COLUMBIA	MO	65203	Lot "A" of Hill Creek Subdivision as shown by the Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.00	2.00
55	20-303-11-01-008.00	MORRIS	LYNN S.	MORRIS	DAVID D.	500 COVERED BRIDGE RD.	COLUMBIA	MO	65203	Lot 8 of Hill Creek Subdivision being in the SE 1/4 of Section 11, T 47, R 13 as described by Warranty Deed recorded in Book 384, Page 764, Records of Boone County, Missouri.	2.12	2.12
56	20-303-11-01-009.00	MORRIS	LYNN S.	MORRIS	DAVID D.	500 COVERED BRIDGE RD.	COLUMBIA	MO	65203	Lot 9 of Hill Creek Subdivision being in the SE 1/4 of Section 11, T 47, R 13 as described by Warranty Deed recorded in Book 384, Page 764, Records of Boone County, Missouri.	2.12	2.12
57	20-303-11-01-036.00	MYERS	TIMOTHY J.	MYERS	KIMBERLY A.	1201 COVERED BRIDGE RD	COLUMBIA	MO	65203	Lot 36 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.55	2.55
58	20-303-11-01-018.00	NOSIC	RALF S.	NOSIC	ELIZABETH A.	7300 CHIMNEY RIDGE RD.	COLUMBIA	MO	65203	Lot 18 of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.00	2.00
59	20-601-14-02-003.00	OKKER	PATRICIA ANN	EDGING	RICHARD BENTON	7600 CAVE CREEK RD	COLUMBIA	MO	65203	Lot "H" of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.01	2.01
60	20-303-11-01-011.00	OLIVER	DAVID A.	OLIVER	CAROLYN P.	7150 CHIMNEY RIDGE RD.	COLUMBIA	MO	65203	Lot 11 of Hill Creek Subdivision as shown by the Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.88	2.88
61	20-303-11-01-037.00	OLLAR	JAMES H	OLLAR	SANDRA E	1251 COVERED BRIDGE RD	COLUMBIA	MO	65203	Lot 37 Hill Creek Subdivision as shown on Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.40	2.40
62	20-303-11-01-019.00	ORAVER	KEITH W.	ORAVER	KRISTEN	7500 CHIMNEY RIDGE RD	COLUMBIA	MO	65203	Lot 32 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.00	2.00
63	20-303-11-01-045.00	QUINN, TRUSTEE	BARRY J	QUINN, TRUSTEE	MARJORIE A	7502 S HILL CREEK RD	COLUMBIA	MO	65203	A TRACT OF LAND IN SE 1/4 OF Section 11, T 47 N, R 13 W, as shown by survey recorded in Book 392, Page 67, Boone County Records, except that part described in deed recorded in Book 1117, Page 480, Boone County Records and a part of Lot D of Survey recorded in Book 414, Page 18, Boone County Records all as described in Warranty Deed recorded in Book 1254, Page 952, Boone County Records.	2.10	2.10
64	20-303-11-01-020.00	QUINN, TRUSTEE	BARRY J	QUINN, TRUSTEE	MARJORIE A	7502 S HILL CREEK RD	COLUMBIA	MO	65203	A TRACT OF LAND IN SE 1/4 OF Section 11, T 47 N, R 13 W, as shown by survey recorded in Book 392, Page 67, Boone County Records, except that part described in deed recorded in Book 1117, Page 480, Boone County Records and a part of Lot D of Survey recorded in Book 414, Page 18, Boone County Records all as described in Warranty Deed recorded in Book 1254, Page 952, Boone County Records.	2.10	2.10
65	20-601-14-01-022.00		SJP REVOCABLE TRUST, Stephen J. Povinelli, Trustee	SJP REVOCABLE TRUST, Nan Povinelli, Trustee		8021 S HILL CREEK RD	COLUMBIA	MO	65203	Lot 22 of Hill Creek Subdivision Addition 1 as shown by plat recorded in Plat Book 13, Page 26, Records of Boone County, Missouri.	2.00	2.00
66	20-303-11-01-014.00	SAUPE	JOSEPH L.	SAUPE	VIVIAN M.	751 COVERED BRIDGE RD.	COLUMBIA	MO	65203	Lot 14 Hill Creek Subdivision as shown by the Survey recorded in Book 374, Page 177, Records of Boone County, Missouri.	2.02	2.02
67	20-601-14-02-011.00	SAUPE	JOSEPH L.	SAUPE	VIVIAN M.	751 COVERED BRIDGE RD.	COLUMBIA	MO	65203	Lot 14 Hill Creek Subdivision as shown by the Survey recorded in Book 374, Page 177, Records of Boone County, Missouri.	2.02	2.02
68	20-601-14-01-018.00	SCHNABEL	ROBERT D	SCHNABEL	JENNIFER L	670 W LOGWOOD LANE	COLUMBIA	MO	65203	Lot 18 of Hill Creek Subdivision Addition 1, as shown on Plat recorded in Plat Book 13, Page 26, Records of Boone County, Missouri, except parcel shown as Tract A on Survey recorded in Book 631, Page 988, Boone County Records, and including that part of Lot 19 of said subdivision being Tract B of Survey recorded in Book 782, Page 655, Boone County Records.	1.70	1.70
69	20-601-14-02-002.00	SCHROEDER	KEVIN G W	SCHROEDER	STACY R	7602 S HILL CREEK RD	COLUMBIA	MO	65203	Lot "B" of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.00	2.00
70	20-601-14-02-021.00	SCROGGINS	LARRY	BOTHWELL	MARCELLA R	7902 S HILL CREEK RD	COLUMBIA	MO	65203	Lot EE of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.10	2.10
71	20-601-14-02-004.00	SETSER	GENTRY	SETSER	AMPA WILSON	7602 S HILL CREEK RD	COLUMBIA	MO	65203	Lot "C" of Hill Creek Subdivision Addition 1 as shown by plat recorded in Plat Book 13, Page 26, Records of Boone County, Missouri.	2.00	2.00

BOONE COUNTY MO JUL 2 1 2005

Hill Creek Subdivision  
 Owners List / Owners Signed  
 June 21, 2005

#	TAXPARCEL	LNAME	FNAME	LNAME2	FNAME2	ADDRESS	CITY	ST	ZIP	LEGAL DESCRIPTION	ACRES	ACRES SIGNED
72	20-601-14-02-023.00	SHARP, TRUSTEE	SALLY EDMUNDS			205 W HIGHT POINT LN	COLUMBIA	MO	65203	Lot GG of Hill Creek Subdivision as shown by Survey recorded in Book 396, Page 262, Records of Boone County, Missouri	2.02	2.02
73	20-303-11-01-029.00	SILVER	DONALD	SILVER	HELEN H	1050 COVERED BRIDGE ROAD	COLUMBIA	MO	65203	Lot 29 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.20	2.20
74	20-601-14-01-008.00	SMARR	MERLE N	SMARR	FRANCES ANN	601 LOGWOOD LN	COLUMBIA	MO	65203	Lot 14 of Hill Creek Subdivision Addition 1 as shown by plat recorded in Plat Book 13, Page 26, Records of Boone County, Missouri.	2.00	2.00
75	20-601-14-02-013.00	STEVENS	DONALD R	STEVENS	CHERYL ANN	7800 CAVE CREEK RD	COLUMBIA	MO	65203	Lot U of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.10	2.10
76	20-601-14-01-005.00	TOALSON, TRUSTEE	NANCY G.	TOALSON, TRUSTEE	Carl L.	541 W LOGWOOD LN	COLUMBIA	MO	65203	Lot 11 of Hill Creek Subdivision Addition 1 as shown by plat recorded in Plat Book 13, Page 26, Records of Boone County, Missouri.	2.01	2.01
77	20-303-11-01-007.00	VAN MATRE	CRAIG A.	VAN MATRE	LAURA J.	450 COVERED BRIDGE RD.	COLUMBIA	MO	65203	Lot 7 of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	7.09	7.09
78	20-601-14-01-009.00	VANDEWALKER TRUSTEE	JEANNETTE	VANDEWALKER TRUSTEE	MARK	671 W LOGWOOD LN	COLUMBIA	MO	65203	Lot 15 OF Hill Creek Subdivision as shown by the Plat recorded in Plat Book 13, Page 26, Records of Boone County, Missouri.	2.24	2.24
79	20-303-11-01-020.00	WALTERS	PHILLIP DEAN	WALTERS	JUDITH	PO BOX 1428	COLUMBIA	MO	65203	Lot 20 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.70	2.70
80	20-303-11-01-030.00	WHITE	HARRY H.	WHITE	SERENA R.	PO BOX 716	COLUMBIA	MO	65203	Lot 30 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.20	2.20
81	20-303-11-01-017.00	WHITSITT	KEVAN F.	WHITSITT	ELLEN J.	7200 CHIMNEY RIDGE RD.	COLUMBIA	MO	65203	Lot 17 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.10	2.10
82	20-601-14-02-019.00	WITT, JR.	CHARLES P	WITT	NANCY R	7802 S HILL CREEK RD	COLUMBIA	MO	65203	Lot CC of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.00	2.00
83	20-303-11-01-002.00	WITTEN	DAVID M.	WITTEN	NETTA W.	601 COVERED BRIDGE RD.	COLUMBIA	MO	65203	Lot 2 Hill Creek Subdivision as shown on the plat of Hillcreek Subdivision as described by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.	2.10	2.10
84	20-601-14-01-003.00	TRUE	C DIANE	SANDERS JR	LUTHER W	7731 S Hillcreek Rd	COLUMBIA	MO	65203	Lot 9 Hill Creek Subdivision Addition 1, as shown by the Plat recorded in Book 13, Page 26, Records of Boone County, Missouri.	2.00	2.00
											<b>207.98</b>	<b>152.84</b>
<b>= New owner since signing of Petition</b>												
<b>= NO Signature / Non Certifiable</b>												
											<b>By Acreage Owned</b>	<b>73.39%</b>
											<b>By Owners - 64 of 88</b>	<b>72.73%</b>
<b>REVISED 6-21-05</b>												



Recorded in Boone County, Missouri

Date and Time: **07/21/2005** at **04:11:59 PM**

Instrument #: **2005020891** Book: **2774** Page: **52**

Grantor: HILL CREEK SANITARY SEWER NEIGHBORH...

Grantee: BOONE COUNTY OF

Instrument Type: ODR

Recording Fee: \$51.00 E

No. of Pages: 11

  
Bettie Johnson, Recorder of Deeds



**RECORDER OF DEEDS CERTIFICATE  
BOONE COUNTY, MISSOURI  
EXEMPT DOCUMENT**

This document has been recorded under exempt status pursuant to RSMo 59.310.4 and this certificate has been added to your document in compliance with the laws of the State of Missouri.



Bettie Johnson  
Recorder of Deeds  
801 E Walnut, Room 132  
Columbia, Missouri 65201  
573-886-4345

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 05

In the County Commission of said county, on the

21<sup>st</sup> day of July 20 05

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

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

I, Wendy S. Noren, County Clerk in and for the County of Boone, State of Missouri, hereby certify that the attached petitions contain the signatures of the property owners who own property equal to at least two-thirds by area of all real property located within the proposed **Hill Creek Sanitary Sewer Neighborhood Improvement District** and no petitioner is delinquent in County real estate taxes.

In testimony whereof, I have hereunto set my hand and affixed the seal of the County of Boone, State of Missouri, this 21 day of **July**, 2005.

/s/ Wendy S. Noren  
 County Clerk  
 Boone County, Missouri

(seal)

In that the attached petitions meet the requirements set forth in section 67.457.3 RSMo. and Commission Order #424-91 for the formation of neighborhood improvement districts, the county Commission hereby approves the advisability of the improvement and orders the establishment of the **Hill Creek Sanitary Sewer Neighborhood Improvement District** to be described as follows:

Lot Ten (10) of Hillcreek Subdivision according to the plat recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot 38 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot "P" of Hill Creek Subdivision as shown by a survey recorded Book 414, Page 18, Records of Boone County, Missouri.
Lot 19 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot 25 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot 42 Hill Creek Subdivision as described by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot 25 of Hill Creek Subdivision Addition 1, as shown by Plat recorded in Plat Book 13, Page 26, Records of Boone County, Missouri.
Lot DD of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot 19 of Hill Creek Subdivision Addition 1, as shown on plat recorded in Plat Book 13, Page 26, Boone County Records except that part being called Tract B on survey recorded in Book 782, Page 655, Boone County Records and including that part of Lot 18 of said Subdivision being Tract A of survey recorded in Book 782, Page 655, Records of Boone County, Missouri.



Lot "N" Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot 3 of Hillcreek Subdivision as shown by the survey thereof recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot 24 of Hill Creek Subdivision Addition 1, as shown by plat recorded in Plat Book 13, Page 26, Records of Boone County, Missouri.
Lot 1 of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot 20 Hill Creek Subdivision Addition 1 as shown by plat recorded in Plat Book 13, Page 26 of Boone County, Missouri Records, except that part thereof conveyed by Warranty Deed recorded in Book 723, Page 84, Records of Boone County, Missouri.
Lot "O" of Hill Creek Subdivision as shown by a survey recorded in Book 414, Page 18, Records of Boone County, Missouri
Lot "M" Hill Creek Subdivision as shown by the Survey recorded in Book 414, Page 18, except lot L2, as described in Book 675, Page 277, Records of Boone County, Missouri.
A tract of land in the SE 1/4 of Section 11, T 47 N, R 13 W as shown by Survey recorded in Book 374, Page 313, Boone County Records and also designated as Lot D Hill-Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Boone County Records, together with a part of Lot C of Survey 414, Page 18 and excepting part of Lot D as described by Survey recorded in Book 414, Page 18 as described by Warranty Deed recorded in Book 1117, Page 619, Records of Boone County, Missouri.
Lot 43 Hill Creek Subdivision as shown on Survey recorded in Book 414, Page 18, Boone County Records and as described by Warranty Deed recorded in Book 771, Page 802, Boone County Records.
Lot 10 of Hill Creek Subdivision Addition I, as shown by the plat recorded in Plat Book 13, Page 26 Records of Boone County, Missouri.
Lot HH of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot 13 of Hill Creek Subdivision as described by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot 24 Hill Creek Subdivision as shown by survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot 12 of Hill Creek Subdivision as described by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot II of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri except that part for roadway as described in Book 1125, Book 740, Records of Boone County, Missouri.
Tract I-J of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot 6 of Hill Creek Subdivision Addition 1 as shown by Plat recorded in Plat Book 13, Page 26, Records of Boone County, Missouri.
Lot 28 Hill Creek Subdivision as shown by Survey recorded in Book 392, Page 934, Records of Boone County, Missouri.
North part of Lot 21 Hill Creek Subdivision as shown by Survey recorded in Book 453, Page 205, Records of Boone County, Missouri.
Lot 44 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
A tract of land in SE 1/4 of SE 1/4 Section 11, T 47 R 13 as shown by Survey recorded in Book 379, Page 835, Boone County Records and as described in Warranty Deed recorded in Book 611, Page 354, Boone County Records being Lot F Hill Creek Subdivision.
A tract of land in the W 1/2 of SE 1/4 Section 11, T 47 N, R 13 W as described by the Warranty Deed recorded in Book 473, Page 9, Boone County Records being Lot 9 of Hill Creek Subdivision.
Lot "K" of Hill Creek Subdivision as shown by the Survey recorded in Book 414, Page 18, except Lot L1 as described in Book 675, Page 277 Records of Boone County, Missouri.
Lot 27 of Hillcreek Subdivision as shown by Survey recorded in Book 414, Page 18 Records of Boone County, Missouri.
Lot E on plat of Hill Creek Subdivision as shown by the Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot FF of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot G Hill Creek Subdivision as shown by the Plat recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot 32 of Hill Creek Subdivision as shown by Survey recorded in Book 718, Page 64, Records of Boone County, Missouri.
Lot 31 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot T Hill Creek Subdivision as described by the Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot 35 Hill Creek Subdivision as described by Surveys recorded in Book 414, Page 18 and Book 628, Page 864, Records of Boone County, Missouri.
Lot 15 of Hill Creek Subdivision as described by Survey recorded in Book 414, Page 18, and Survey recorded in Book 606, Page 740, all Records of Boone County, Missouri.
Lot 23 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.



Lot 34 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot 40 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot 33 of Hill Creek Subdivision as shown by survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot 26 of Hill-Creek Subdivision as shown by the survey recorded in Book 414, Page 18, Recods of Boone County, Missouri.
Lot 5-6 of Hill-Creek Subdivision as shown by the Survey recorded in Book 414, Page 18, all in Boone County Records.
Lot 12 of Hill Creek Subdivision Addition 1 as shown by the plat recorded in Plat Book 13, Page 26, Records of Boone County, Missouri.
Lot BB of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot 16 of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18 Records of Boone County, Missouri.
Lot 17 of Hill Creek Subdivision Addition 1 as shown by the Plat recorded in Plat Book 13, Page 26, Records of Boone County, Missouri.
Lot 2 of Hill Creek Subdivision Addition 1, as shown by the plat recorded in Plat Book 13, Page 26, Records of Boone.
Lot 4 of Hill Creek Subdivision Addition 1, as shown by plat recorded in Plat Book 13, Page 26, Records of Boone County, Missouri.
Lot "A" of Hill Creek Subdivision as shown by the Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot 8 of Hill Creek Subdivision being in the SE 1/4 of Section 11, T 47, R 13 as described by Warranty Deed recorded in Book 384, Page 764, Records of Boone County, Missouri.
Lot 8 Hill Creek Subdivision Addition 1 as shown by the plat recorded in Plat Book 13, Page 26, Records of Boone County, Missouri.
Lot 36 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot 18 of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot "H" of Hill Creek Subdivisiion as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot 11 of Hill Creek Subdivision as shown by the Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot 37 Hill Creek Subdivision as shown on Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot 39 Hill Creek Subdivision as shown by the Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
A TRACT OF LAND IN SE 1/4 OF Section 11, T 47 N, R 13 W, as shown by survey recorded in Book 392, Page 67, Boone County Records, except that part described in deed recorded in Book 1117, Page 480, Boone County Records and a part of Lot D of Survey recorded in Book 414, Page 18, Boone County Records all as described in Warranty Deed recorded in Book 1254, Page 952, Boone County Records.
Lot 1 Hill Creek Subdivision Addition 1 as shown by the plat recorded in Plat Book 13, Page 26, Records of Boone County, Missouri.
Lot 22 of Hill Creek Subdivision Addition 1 as shown by plat recorded in Plat Book 13, Page 26, Records of Boone County, Missouri.
Lot 14 Hill Creek Subdivision as shown by the Survey recorded in Book 374, Page 177, Records of Boone County, Missouri.
Lot R, Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot 18 of Hill Creek Subdivision Addition 1, as shown on Plat recorded in Plat Book 13, Page 26, Records of Boone County, Missouri, except parcel shown as Tract A on Survey recorded in Book 631, Page 988, Boone County Records, and including that part of Lot 19 of said subdivision being Tract B of Survey recorded in Book 782, Page 655, Boone County Records.
Lot "B" of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot EE of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot 7 of Hill Creek Subdivision Addition 1 as shown by plat recorded in Plat Book 13, Page 26 Records of Boone County, Missouri.
Lot GG of Hill Creek Subdivision as shown by Survey recorded in Book 396, Page 262, Records of Boone County, Missouri
Lot 29 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot 14 of Hill Creek Subdivision Addition 1 as shown by plat recorded in Plat Book 13, Page 26, Records of Boone County, Missouri.
Lot 23 of Hill Creek Subdivision Addition 1, as shown by Plat recorded in Plat Book 13, Page 26, Records of Boone County, Missouri.
Lot U of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.

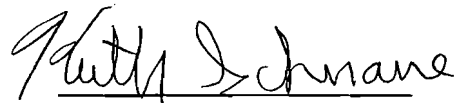
BOONE COUNTY MO JUL 21 2005

Lot 4 of Hill-Creek Subdivision according to the plat thereof recorded in Deed Book 414, Page 18, Records of Boone County, Missouri.
Lot 11 of Hill Creek Subdivision Addition 1 as shown by plat recorded in Plat Book 13, Page 26, Records of Boone County, Missouri.
Lot 7 of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot 15 OF Hill Creek Subdivision as shown by the Plat recorded in Plat Book 13, Page 26, Records of Boone County, Missouri.
Lot 20 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot 22 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot 30 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot 17 Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot CC of Hill Creek Subdivision as shown by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot 2 Hill Creek Subdivision as shown on the plat of Hillcreek Subdivision as described by Survey recorded in Book 414, Page 18, Records of Boone County, Missouri.
Lot AA of Hill Creek Subdivision shown by Survey recorded in Book 414, Page 18, Boone County Records.
Lot 9 Hill Creek Subdivision Addition I, as shown by the Plat recorded in Book 13, Page 26, Records of Boone County, Missouri.
Shaded areas = signed Petition

The final cost of the improvement shall not exceed the estimated cost of **\$1,652,980.60** by more than twenty-five percent (25%). The County Commission hereby orders the County Public Works Director to make plans and specifications for the proposed project and file said plans and specifications with the County Clerk of Boone County, Missouri.

The Commission further **orders** that the improvement costs shall be assessed equally against each parcel described on Exhibit "A" attached hereto and shall be payable in not more than twenty (20) substantially equal annual installments in accordance with the laws of the State of Missouri and consistent with the administrative policies of the County of Boone, and the clerk shall prepare an assessment list and notify the property owners of a public hearing on the proposed improvement.


Done this 21<sup>st</sup> day of July, 2005.

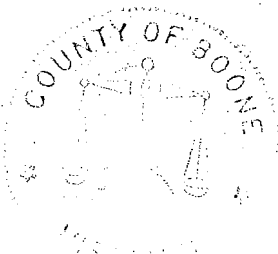
  
 Keith Schnarre  
 Presiding Commissioner

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

ABSENT  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

July Session of the July Adjourned

Term. 20 05

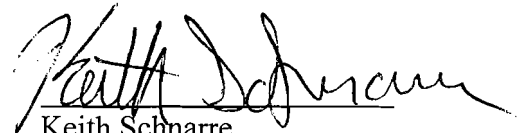
In the County Commission of said county, on the

21<sup>st</sup> day of July 20 05

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

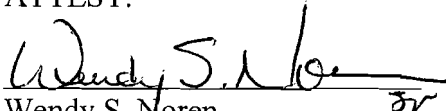
Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the Landlord's Agency Exclusive Right to Lease Agreement.

Done this 21<sup>st</sup> day of July, 2005.



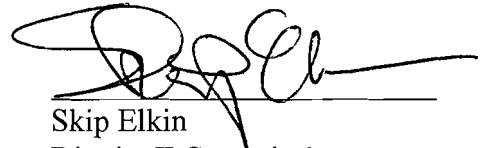
Keith Scharre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

absent

Karen M. Miller  
District I Commissioner



Skip Elkin  
District II Commissioner

Reference 101 N. Seventh St., Columbia, MO



MISSOURI ASSOCIATION OF REALTORS\*

# Landlord's Agency Exclusive Right To Lease Agreement

(Commercial or Industrial Property)

**This document has legal consequences. If you do not understand it, consult your attorney.**

Effective Date \_\_\_\_\_, 20\_\_\_\_

1 In consideration of your efforts to find a tenant(s) for the property described at item 8 of the General Conditions  
2 below (the "Property"), Boone County, MO ("Owner")  
3 appoints Plaza Real Estate Services ("Broker"),  
4 as the sole and exclusive agent with exclusive right to lease, for finding tenant(s) for the period beginning with the  
5 Effective Date set forth above and ending at 12:00 p.m. on the 31st day of January,  
6 2006, on the terms set forth below.

7 **DISCLOSURE OF PENDING OFFERS.** Owner (check one)  DOES  DOES NOT direct Broker to disclose the  
8 existence of pending offers on the Property.

9 **CURRENT EXCLUSIVE REPRESENTATION AGREEMENT.** Owner (check one)  IS  IS NOT a  
10 party to any other exclusive representation agreement with respect to the Property. If Owner is a party to another  
11 exclusive representation agreement, such agreement ends (date) \_\_\_\_\_.

12 **MOTIVATING FACTORS.** Owner (check one)  DOES  DOES NOT consent to Broker disclosing the  
13 following motivating factors for Owner in leasing the Property: \_\_\_\_\_  
14 \_\_\_\_\_  
15 \_\_\_\_\_  
16 \_\_\_\_\_  
17 \_\_\_\_\_  
18 \_\_\_\_\_

### 19 BROKER COOPERATION AND COMPENSATION POLICY.

20 Broker's company policy authorizes Broker or Broker's representatives to cooperate with other brokers acting  
21 pursuant to the following brokerage relationships, as defined by Section 339.71R.S.Mo. (Inserting compensation  
22 amounts, percentages or "zero" below indicates such cooperation is authorized by Broker's company policy).

23 If Broker's company policy authorizes any such cooperation, then the amount of compensation that will be offered  
24 by Broker shall be as follows (indicate specific dollar amount, or percentage of Broker's Compensation [as defined  
25 in Paragraph 3 of the General Condition below], that will be offered for each applicable cooperating brokerage  
26 relationship. Also specify if Broker's company policy regarding compensation differs as to brokers who are not  
27 members of Broker's local Board of REALTORS®; excludes particular brokers, whether or not members of  
28 Broker's local Board of REALTORS®; or is otherwise limited):

29 \$ \_\_\_\_\_ or \_\_\_\_\_ % of Broker's Compensation to subagents of Broker (i.e., limited agents representing Owner);  
30 \$ \_\_\_\_\_ or \_\_\_\_\_ % of Broker's Compensation to tenant's agents (i.e., limited agents representing prospect(s));  
31 \$ \_\_\_\_\_ or \_\_\_\_\_ % of Broker's Compensation to transaction brokers (i.e., neutral licensees representing  
32 neither party).

33  (check only if applicable) Broker's offer of compensation is not available to brokers other than members of  
34 Broker's local Board of REALTORS®; excludes specific brokers; or is otherwise limited (explain): \_\_\_\_\_  
35 \_\_\_\_\_  
36 \_\_\_\_\_

37 \_\_\_\_\_ (Note: Even if compensated by Broker  
38 or Owner, it is understood that cooperating tenant's agents or brokers may represent the interests of tenants only).

### 38 GENERAL CONDITIONS

- 39 1. Broker will use its best efforts to lease the Property at a rental rate and on the terms listed below or later  
40 agreed upon and to advertise the Property for lease by placing, consistent with the rights of existing tenants, if any,  
41 an attractive sign(s) on the Property and Owner will immediately remove any other "For Lease" or "For Sale" signs.
- 42 2. Broker will cooperate with other brokers acting pursuant to any brokerage relationship in accordance with  
43 Broker's company policy, as set forth above, so that the Property will receive maximum exposure. Broker may  
44 compensate any such cooperating broker from the Broker's Compensation paid by Owner.

45 3. Owner will pay Broker compensation of (Specify specific amount, or percentage of tenant's lease rental  
46 payments and duration thereof upon which Broker's Compensation is to be calculated) \_\_\_\_\_  
47 5%

48 to be received when and if Broker produces a prospect ready, willing, and able to lease the Property at the rental  
49 rate and on the terms listed below or later agreed upon, and the prospect indicates in writing an intention to lease  
50 the Property, with the parties recognizing that Broker is not authorized to bind Owner to execute a lease unless so  
51 authorized by Owner, in writing. If a deposit is made on a lease and is then forfeited, one-half of the deposit (not  
52 to exceed the amount of Broker's Compensation which Broker would have been otherwise entitled to receive) will  
53 be paid to or retained by (as the case may be) Broker. Compensation in an amount equal to (Specify specific  
54 dollar amount, or percentage of tenant's lease rental payments and duration thereof upon which Broker's  
55 Compensation is to be calculated) \_\_\_\_\_ 5%

56 will also be paid by Owner to Broker on all rentals to be received for extensions and renewals of the lease term,  
57 and for enlargement or substitution of the leased premises, when same occur, if ever, during the first  
58 5% years of the tenant's occupancy. Additionally, if the Property is leased and thereafter during the  
59 tenant's occupancy or within 9 days after its termination the Property is purchased or exchanged by the tenant,  
60 then Owner will pay to Broker compensation of (Specify specific dollar amount, or percentage of sale price)  
61 5%

62 but crediting thereto the amount of all compensation previously paid to Broker by Owner hereunder. All of the  
63 foregoing compensation amounts, potentially to be paid to Broker as set forth in this paragraph 3, are collectively  
64 referred to herein as the "Broker's Compensation". In addition, Owner agrees to pay Broker a marketing fee of  
65 \$ N/A on (check one)  the date of this Agreement or  the first date that any other Broker's  
66 Compensation above provided becomes payable.

67 4. Owner will pay Broker the above Broker's Compensation if the Property is leased, sold or exchanged by  
68 Owner or any other person during the term of this Agreement or if a lease, sale or exchange is made, directly or  
69 indirectly, within 180 days after the expiration of this Agreement or any extension hereof, to any person  
70 to whom Broker submitted the Property and whose name was disclosed to Owner, in writing, by registered or  
71 certified mail within 1 days after the expiration of this Agreement or any extension hereof.

72 5. Owner will refer all inquiries and prospects Owner receives, directly or indirectly, to Broker, and Owner  
73 does hereby give permission to Broker to enter the Property at reasonable times to show it to prospects.

74 6. Broker may enforce this Agreement against Owner and Owner's administrators, executors, personal  
75 representatives, heirs, successors and assigns.

76 7. LEAD-BASED PAINT DISCLOSURE: (Check A or B)

77  A. Owner represents and warrants that the sale or lease of the above Property is exempt from the  
78 disclosure obligations under 42 U.S.C. 4852d because (1) the Property is not residential real property  
79 or (2) the Property was constructed in 1978 or later, or (3) other. (Describe) \_\_\_\_\_  
80 \_\_\_\_\_

81  B. The sale or lease of this Property is not exempt from the disclosure obligations under 42 U.S.C.  
82 (See Attached Lead-Based Paint Disclosure Form)

83 8. PROPERTY, RENTAL RATE AND TERMS:

84 a. Legal Description:

**Columbia OT PT 279 Orig Entry BK A335**

85 b. Street Address of Property: 101 N. Seventh St., Columbia, Missouri

86 c. Lot Size: N/A d. Building Size: 5,000 sq. ft.

87 [All figures and measurements are approximate.]

88 e. Rental Rate: \$ 5,500 monthly, modified gross basis

89 f. Other Terms: Landlord reserves right to approve business use and credit history. Space in  
90 "as is" condition.  
91 \_\_\_\_\_

92 9. COUNTERPARTS/FACSIMILE. This Agreement may be executed in multiple counterparts, each of which  
93 shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of  
94 executing this Agreement, a document signed and transmitted by facsimile machine or telecopier is to be treated  
95 as an original document. At the request of any party, the others will confirm facsimile signatures by signing an  
96 original instrument.

97 10. NONDISCRIMINATION. The Property is offered without regard to the race, color, religion, sex, handicap,  
98 familial status, national origin, or ancestry of any prospective buyer or tenant.

99 **11. CONSENT TO BROKERAGE RELATIONSHIPS:**100 **A. Landlord's Agency as Starting Point; Effect of In-House Sales.**

101 Pursuant to this Agreement, Broker will be acting in the capacity of Owner's agent, with the  
102 duties and obligations of a landlord's agent under Missouri law as set forth following the parties' signatures below.  
103 However, Owner acknowledges that from time to time, a prospective tenant may engage Broker to act in one of  
104 several possible capacities with respect to that tenant, depending on what brokerage relationships are permitted  
105 by Broker's office policy. By marking below, the following subsections permit a conversion of Broker's relationship  
106 with Owner to a different relationship in such circumstances. Disclosure of any conversion to a different  
107 relationship shall be made upon its occurrence as required by rule or regulation.

108  (Check if applies) **B. Conversion to Dual Agency Where Broker Is Engaged by Tenant to Act as**  
109 **Tenant's Agent.**

110 This paragraph applies only if Broker's office policy allows dual agency. Where a  
111 prospective tenant has engaged Broker to act in the capacity of tenant's agent, Owner (check one) **DOES**   
112 **DOES NOT** \_\_\_\_\_ consent to Broker's showing the Property to the tenant as a dual agent, representing both  
113 Owner and the tenant. In such case Broker may act as a dual agent with the duties and obligations of a dual  
114 agent under Missouri law as set forth following the parties' signatures below.

115  (Check if applies) **C. Designated Agents for Landlord and Tenant; Possible Conversion to Dual**  
116 **Agency.**

117 This paragraph applies only if Broker's office policy allows designated agency. Owner acknowledges that  
118 Broker may appoint licensees affiliated with Broker as designated agents to the exclusion of all other affiliated  
119 licensees. Broker shall not be considered a dual agent solely because Broker has appointed one or more  
120 affiliated licensees to represent Owner and one or more affiliated licensees to represent the tenant. However,  
121 Broker will be a dual agent if Broker (1) personally represents both Owner and the tenant in the same transaction,  
122 (2) learns confidential information about either party to a transaction, (3) is consulted by any licensee involved in  
123 the transaction, or (4) supervises the licensee for one side of the transaction and personally represents the other  
124 side. Owner hereby consents to Broker's dual agency in any of the foregoing situations. As a dual agent, Broker  
125 shall have the duties and obligations of a dual agent under Missouri law as set forth following the parties'  
126 signatures below.

127  (Check if applies) **D. Conversion to Transaction Brokerage Where Broker Is Engaged by Tenant to Act**  
128 **as Tenant's Agent or Transaction Broker.**

129 This paragraph applies only if Broker's office policy permits transaction brokerage. Where a prospective  
130 tenant has engaged Broker to act in the capacity of tenant's agent or transaction broker, Owner (check one)  
131 **DOES**  **DOES NOT** \_\_\_\_\_ consent to Broker's showing the Property to the tenant as a transaction broker  
132 assisting both Owner and the tenant, without an agency relationship to Owner or the tenant. In such case Broker  
133 may act as a transaction broker with the duties and obligations of a transaction broker under Missouri law as set  
134 forth following the parties' signatures below. In accordance with Missouri law, if Owner does not consent herein to  
135 Broker's acting as a transaction broker but Broker wishes to convert to a transaction broker in the future and  
136 Owner does not consent to such conversion at that time, Broker may without liability withdraw from representing  
137 Owner. Such withdrawal shall not prejudice the ability of Broker to continue to represent the other client in the  
138 transaction (if applicable) or limit Broker from representing Owner in another transaction not involving transaction  
139 brokerage.

140  (Check if applies) **E. Designated Transaction Brokers for Landlord and Tenant; Possible Conversion**  
141 **to Transaction Brokerage.**

142 This paragraph applies only if Broker's office policy allows designated transaction brokerage. Owner  
143 acknowledges that Broker may appoint licensees affiliated with Broker as designated transaction brokers to the  
144 exclusion of all other affiliated licensees. Broker shall not be considered a transaction broker solely because  
145 Broker has appointed one or more affiliated licensees to assist Owner and one or more affiliated licensees to  
146 assist the tenant. However, Broker will be a transaction broker if Broker (1) personally assists both Owner and the  
147 tenant in the same transaction, (2) learns confidential information about either party to a transaction, (3) is  
148 consulted by any licensee involved in the transaction, or (4) supervises the licensee for one side of the transaction  
149 and personally assists the other side.

150 **12. MREC DISCLOSURE FORM:** Owner acknowledges receipt of a Missouri Real Estate Commission Broker  
151 Disclosure Form on or before the date hereof or upon Broker's taking any personal or financial information from  
152 Owner, whichever occurred first.

Reference 101 N. Seventh St., Columbia, MO

154  
155  
156  
157

**LISTING ACCEPTED**

*By signing below, Owner indicates that Owner has ACCEPTED this Listing Agreement and acknowledges receipt of one (1) copy hereof.*

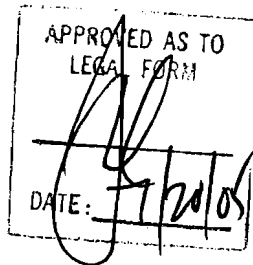
158 Plaza Real Estate Services  
159 Listing Broker's Firm Name  
160 By: [Signature]  
161 Print Name: Paul Land  
162 Date: 7/13/05  
163 Address: 2401 Bernadette Dr.  
164 Columbia, MO 65203  
165 Phone: 573-445-1020

Boone County MO  
Owner (If a Corporation) [Signature]  
By: KEITH SCHNARRE  
Title: PRESIDING COMMISSIONER  
Print Name: \_\_\_\_\_  
Date: 21 JULY 2005  
I.D. No. \_\_\_\_\_

166  
167  
168  
169  
170  
171  
172  
173  
174

Owner (If individual(s))  
\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
S.S. No.: \_\_\_\_\_  
\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
S.S. No.: \_\_\_\_\_

175  
176  
177  
178  
179



Owner's Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

Approved by legal counsel for use exclusively by current members of the Missouri Association of Realtors, P. O. Box 1327, Columbia, Missouri 65205. No warranty is made or implied as to the legal validity or adequacy of this Listing Agreement, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Listing Agreement be made. Last Revised 11/3/04. All previous versions of this document are no longer valid. Expires 12/31/05.

**SELLER'S (OR LANDLORD'S) AGENT'S DUTIES AND OBLIGATIONS (§ 339.730, R.S.Mo.)**

1. A licensee representing a seller or landlord as a seller's agent or a landlord's agent shall be a limited agent with the following duties and obligations:

- (A) To perform the terms of the written agreement made with the client;
- (B) To exercise reasonable skill and care for the client;
- (C) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:
  - (i) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract for sale or to seek additional offers to lease the Property while the Property is subject to a lease or letter of intent to lease;
  - (ii) Presenting all written offers to and from the client in a timely manner regardless of whether the Property is subject to a contract for sale or lease or a letter of intent to lease;
  - (iii) Disclosing to the client all adverse material facts actually known or that should have been known by the licensee; and
  - (iv) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of which are beyond the expertise of the licensee.
- (D) To account in a timely manner for all money and property received;
- (E) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and regulations promulgated pursuant to those sections; and
- (F) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations.

2. A licensee acting as a seller's or landlord's agent shall not disclose any confidential information about the client unless disclosure is required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee. No cause of action shall arise against a licensee acting as a seller's or landlord's agent for making any required or permitted disclosure.

3. A licensee acting as a seller's or landlord's agent owes no duty or obligation to a customer, except that a licensee shall disclose to any customer all adverse material facts actually known or that should have been known by the licensee. A seller's or landlord's agent owes no duty to conduct an independent inspection or discover any adverse material facts for the benefit of the customer and owes no duty to independently verify the accuracy or completeness of any statement made by the client or any independent inspector.

4. A seller's or landlord's agent may show alternative properties not owned by the client to prospective buyers or tenants and may list competing properties for sale or lease without breaching any duty or obligation to the client.

5. A seller or landlord may agree in writing with a seller's or landlord's agent that other designated brokers may be retained and compensated as subagents. Any designated broker acting as a subagent on the seller's or landlord's behalf shall be a limited agent with the obligations and responsibilities set forth in subsections 1 to 4 of this section.

**DUAL AGENT'S DUTIES AND OBLIGATIONS (§ 339.750, R.S.Mo.)**

A dual agent shall be a limited agent for both the seller and buyer or the landlord and tenant and shall have the following duties and obligations:

1. Except as provided below, a dual agent may disclose any information to one client that the licensee gains from the other client if the information is material to the transaction unless it is confidential information as defined in section 339.710(8), R.S.Mo.

2. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information pertains:

- (A) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the Property;
- (B) That a seller or landlord is willing to accept less than the asking price or lease rate for the Property;
- (C) What the motivating factors are for any client buying, selling, or leasing the Property;
- (D) That a client will agree to financing terms other than those offered; and
- (E) The terms of any prior offers or counter offers made by any party.

3. A dual agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee. No cause of action for any person shall arise against a dual agent for making any required or permitted disclosure. A dual agent does not terminate the dual agency relationship by making any required or permitted disclosure.



4. In a dual agency relationship there shall be no imputation of knowledge or information between the client and the dual agent or among persons within an entity engaged as a dual agent.

**TRANSACTION BROKER'S DUTIES AND OBLIGATIONS (§ 339.755, R.S.Mo.)**

1. A real estate licensee may provide real estate service to any party in a prospective transaction without an agency or fiduciary relationship to one or more parties to the transaction. Such licensee shall be called a transaction broker.

2. A transaction broker shall have the following duties and obligations:

(A) To perform the terms of any written or oral agreement made with any party to the transaction;

(B) To exercise reasonable skill, care and diligence as a transaction broker, including but not limited to:

(i) Presenting all written offers and counteroffers in a timely manner regardless of whether the Property is subject to a contract for sale or lease or a letter of intent unless otherwise provided in the agreement entered with the party;

(ii) Informing the parties regarding the transaction and suggesting that such parties obtain expert advice as to material matters about which the transaction broker knows but the specifics of which are beyond the expertise of such broker;

(iii) Accounting in a timely manner for all money and property received;

(iv) To disclose to each party to the transaction any adverse material facts of which the licensee has actual notice or knowledge;

(v) Assisting the parties in complying with the terms and conditions of any contract;

(vi) The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction broker.

3. The following information shall not be disclosed by a transaction broker without the informed consent of the party or parties disclosing such information to the broker;

(A) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the Property;

(B) That a seller or landlord is willing to accept less than the asking price or lease rate for the Property;

(C) What the motivating factors are for any party buying, selling or leasing the Property;

(D) That a seller or buyer will agree to financing terms other than those offered;

(E) Any confidential information about the other party, unless disclosure of such information is required by law, statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing.

4. A transaction broker has no duty to conduct an independent inspection or investigation for adverse material facts for the parties.

5. A transaction broker has no duty to conduct an independent investigation of the buyer's financial condition.

6. A transaction broker may do the following without breaching any obligation or responsibility:

(A) Show alternative properties not owned by the seller or landlord to a prospective buyer or tenant;

(B) List competing properties for sale or lease;

(C) Show properties in which the buyer or tenant is interested to other prospective buyers or tenants;

(D) Serve as a single agent, subagent or designated agent or broker, limited agent, disclosed dual agent for the same or for different parties in other real estate transactions.

7. In a transaction broker relationship each party and the transaction broker, including all persons within an entity engaged as the transaction broker if the transaction broker is an entity, are considered to possess only actual knowledge and information. There is no imputation of knowledge or information by operation of law between any party and the transaction broker or between any party and any person within an entity engaged as the transaction broker if the transaction broker is an entity.

8. A transaction broker may cooperate with other brokers and such cooperation does not establish an agency or subagency relationship.

9. Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or subagent whether on behalf of a buyer or seller, as long as the requirements governing disclosure of such fact are met.

10. Nothing in this section alters or eliminates the responsibility of a broker as set forth in this section for the conduct and actions of a licensee operating under the broker's license.

11. A transaction broker shall:

(A) Comply with all applicable requirements of sections 339.710 to 339.860, subsection 2 of section 339.010 and all rules and regulations promulgated pursuant to such sections; and

(B) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair housing and civil rights statutes and regulations

**Addendum to Listing Agreement**

1. Owner reserves right to lease property on its own without Broker assistance and if it is successful in this effort then owner will owe no brokerage fee. However owner may voluntarily decide to pay a brokerage of some value to be determined based upon owner's sole discretion its value place on broker's efforts, knowledge, and other input that led owner to make a decision to enter into the lease that was not generated through a broker identified prospect. Owner agrees to refer all broker directed inquiries about property to its listing broker and a transaction produced through a broker directed inquiry will be compensated as described earlier in this listing agreement.
  
2. The term "modified gross basis" means that Landlord is financially responsible for the base lease year real estate taxes and special assessments (but only if Landlord as a governmental entity is chargeable with such taxes and assessments), building insurance, and building maintenance. Tenant pays increases over the base lease year. Base lease year is usually defined as the calendar year of lease commencement date.

Paul Schindler  
Owner

[Signature]  
Broker

Date 21 JULY 2005

Date 7/20/05

APPROVED AS TO  
LEGAL FORM  
[Signature]  
DATE: 7/20/05