

Bob Dixon
Presiding Commissioner

Harold Bengsch
1st District Commissioner

John C. Russell
2nd District Commissioner



Shane Schoeller
Clerk of the Commission

Christopher J. Coulter, AICP
County Administrator

Megan Applegate
Executive Assistant

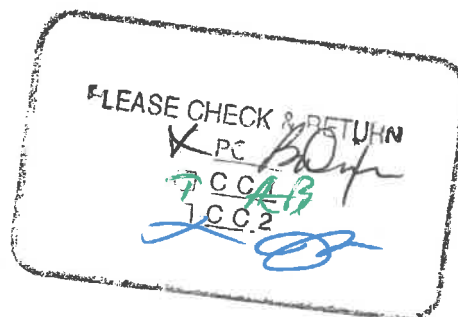
COUNTY COMMISSION

Greene County, Missouri

(417) 868-4112

Greene County Commission Commission Briefing Minutes

Tuesday, August 4, 2020
8:45 AM
Commission Conference Room
1443 N. Robberson, 10th Floor



The Greene County Commission is now offering an alternative to attending the meeting. Please join our meeting from your computer, tablet or smartphone. <https://www.gotomeet.me/GCCCommissionOffice>. You can also dial in using your phone. United States: +1 (872) 240-3412. You will be prompted for a PIN number where you will hit the "#" key and be prompted for an access code: 675-853-269

PLEASE BE AWARE: CoxHealth has adopted a universal masking policy for all their properties. Masks are to be worn entering and exiting their facilities and medical office buildings as well as when in any interior common areas such as a lobby, hallway, shared bathroom, elevator, and stairwell.

Attendees: Bob Dixon, Harold Bengsch, John Russell, Chris Coulter, Megan Applegate, Rick Artman and Donna Barton.

Teleconference Attendees: Jeff Scott, Cindy Stein, Royce Denny, Amanda Corcoran, Jeff Bassham, Rick Kessinger and Justin Hill.

Informational Items

Human Resources-Amanda Corcoran

- Update on life insurance.

Budget-Jeff Scott

- Reminded the Commission of upcoming CARES fund application closing on 08/10.
- Sales tax advisory board has finalized the year-end report and will be signing soon.

Chris Coulter

- Conference call with MOdot today at 9:30am.

Donna Barton

- Teacher Extern update.
- Reminded Commission of upcoming Nathanael Greene Celebration on Friday.

Cox Medical Tower • 1443 North Robberson Avenue, 10th Floor • Springfield, Missouri 65802
Mailing Address 940 Boonville Avenue • Springfield, Missouri 65802
www.greenecountymo.gov

Items for Consideration and Action by the Commission

(EX1) Greene County/R12 Crossing Guard IGA, Highway

Commissioner Harold Bengsch moved to approve the IGA as presented. Commissioner John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

(EX2) KPM Letter of Representation, Auditor's Office

Commissioner John Russell moved to approve the Presiding Commissioner to sign the representation letter as presented. Commissioner Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

(EX3) Temporary Construction Easement, Highway

Commissioner Harold Bengsch moved to approve the temporary construction easement and the Warranty deed as presented. Commissioner John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

(EX4) Warranty Deed, Highway

Commissioner Harold Bengsch moved to approve the temporary construction easement and the Warranty deed as presented. Commissioner John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

(EX5) Quit Claim Deed, Highway

Commissioner John Russell moved to approve the quit claim deed as presented. Commissioner Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

Other:

With no other business the meeting was adjourned.

Bob Dixon
Presiding Commissioner

Harold Bengsch
1st District Commissioner

John C. Russell
2nd District Commissioner



Shane Schoeller
Clerk of the Commission

Christopher J. Coulter, AICP
County Administrator

Megan Applegate
Executive Assistant

COUNTY COMMISSION
Greene County, Missouri
(417) 868-4112

Greene County Commission
REVISED Commission Briefing Agenda

Tuesday, August 4, 2020
8:45 AM
Commission Conference Room
1443 N. Robberson, 10th Floor

The Greene County Commission is now offering an alternative to attending the meeting. Please join our meeting from your computer, tablet or smartphone. <https://www.gotomeet.net/GCCCommissionOffice>. You can also dial in using your phone. United States: +1 (872) 240-3412. You will be prompted for a PIN number where you will hit the "#" key and be prompted for an access code: 675-853-269

PLEASE BE AWARE: CoxHealth has adopted a universal masking policy for all their properties. Masks are to be worn entering and exiting their facilities and medical office buildings as well as when in any interior common areas such as a lobby, hallway, shared bathroom, elevator, and stairwell.

Informational Items
Human Resources
Budget
Chris Coulter
Donna Barton

Items for Consideration and Action by the Commission
KPM Letter of Representation, Auditor's Office
Greene County/R12 Crossing Guard IGA, Highway
Temporary Construction Easement, Highway
Warranty Deed, Highway
Quick Claim Deed, Highway

Other:

REVISED 07/31/2020 @ 4:07 PM

Cox Medical Tower • 1443 North Robberson Avenue, 10th Floor • Springfield, Missouri 65802
Mailing Address 940 Boonville Avenue • Springfield, Missouri 65802
www.greenecountymmo.gov

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT
SCHOOL CROSSING GUARDS**

THIS AGREEMENT made and entered into this 7 day of August, 2020, by and between the SCHOOL DISTRICT OF SPRINGFIELD, R-12, hereinafter referred to as "District", and GREENE COUNTY, MISSOURI, hereinafter referred to as "County":

WITNESSETH:

WHEREAS, District wishes to utilize Crossing Guards at various school crosswalk locations on County maintained roadways and intersections within the District, and

WHEREAS, the County has an existing contract with Everything Parking, Inc. dba Cross Safe, a company in the State of North Carolina hereafter referred to as "Vendor", and which will be administered and managed by personnel from the City of Springfield hereafter referred to as "City",

WHEREAS, County and District have agreed to share the cost of providing the Vendor's services on a 50/50 basis during the 2020/2021 school year for both the regular school schedule and the summer school schedule for R-12 schools located outside the incorporated areas of Greene County, and

NOW, THEREFORE, the parties do hereby mutually covenant and agree as follows:

1. Regular School Session: Crossing Guards shall be "stationed" at various schools and locations and be present at times as shown on Attachment "A" – Regular School Year. Crossing Guards shall be paid at the hourly rate of the current contract in effect and shall work one (1) hour and twenty-five (25) minutes per day per location for one hundred seventy-six (176) days. Crossing Guard Supervisors shall be paid at the hourly rate of the current contract in effect and shall work two (2) hours per day per location for one hundred seventy-six (176) days.
2. Summer School Session: Crossing Guards shall be "stationed" at various schools and locations as shown on Attachment "B" – Summer School Session. Crossing Guards shall be paid at the hourly rate of the current contract in effect and shall work one (1) hour and twenty-five (25) minutes per day per location for forty-seven (47) days. Crossing Guard Supervisors shall be paid at the hourly rate of the current contract in effect and shall work two (2) hours per day per location for forty-seven (47) days.
3. Reimbursement of Costs: Upon County payment to Vendor for providing crossing guard services, an invoice shall be emailed to the District for fifty percent (50%) of the actual costs for the Vendor's services for the month based on the total hourly rates as detailed in Attachment "C". The District shall be responsible for one hundred percent (100%) of the actual costs for providing Crossing Guards and Crossing Guard Supervisor services at Wilson Creek Intermediate School. District shall reimburse the County the total amount shown on the itemized invoice from the County for providing crossing guards during both the regular and summer school sessions. Costs shall not exceed the current contract rates as shown in Attachment "C". Upon receipt of County invoice, the District shall mail payment in full to the Greene County Highway Department, Attention: Ms. Crystal Richards, 2065 N. Clifton Avenue, Springfield, MO 65803.
4. Term: The County and District propose that the term of this Agreement shall begin on August 1, 2020, and end on July 31, 2021, unless sooner terminated by either party. Thereafter, this Agreement shall automatically renew for successive periods of August 1 through July 31 of each year during the course of the school sessions, unless either party gives sixty (60) days written notice of termination and/or there is a change of vendors.

5. Execution: The execution of this Agreement by the Greene County Commission is not intended to and does not in any manner make the District an agent, agency, or servant of Greene County, Missouri, it being expressly understood that the School is in all respects an independent contractor, and the only liability of County created by the terms of this Agreement is to perform the services for the District as delineated in paragraphs 1 and 2 above.
6. Indemnification. Notwithstanding any provision in this Agreement to the contrary, the Parties agree that the District and County, as political subdivisions of the State of Missouri, are entitled to protection for certain causes of action by Sovereign Immunity pursuant to Section 537.600 et seq. and their employees are otherwise protected by governmental, official and Coverdale Act immunity, and nothing in this Agreement shall constitute a limitation, restriction, nullification or waiver of the right of the District and County or their employees to assert complete immunity from liability pursuant to sovereign, governmental or official immunity. Further, District shall not be required by this Agreement to purchase and carry insurance of any type which could constitute a limitation, restriction, nullification or waiver of such immunity.
7. Waiver of Rights: The failure of either Party to insist or enforce strict performance by the other Party of any of the terms of this Agreement, or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment to an extent of its right to assert or rely upon any such terms or right on any future occasion.
8. Agreement Entirety: This Agreement contains the entire Agreement of the parties. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring to hereto and signed by both parties.

[Signatures on separate page]

IN WITNESS WHEREOF the parties have caused this instrument to be duly executed the date first written above.

THE SCHOOL DISTRICT OF SPRINGFIELD, R-12

By: 
~~School Board President~~

CAROL L. EMBREE

ATTEST: Deputy Superintendent-Operations
School District of Springfield, R-12

By: _____
Secretary to the Board

GREENE COUNTY

By: 
Presiding Commissioner


JUN 23 2020
BOARD APPROVED

By: 
First District Associate Commissioner

By: 
Second District Associate Commissioner

By: 
Highway Administrator

ATTEST: _____
By: 
Greene County Clerk

Approved as to Form _____
By: 
Greene County Counselor

CERTIFICATION OF COUNTY AUDITOR

I, Cindy S. Stein, the duly appointed and acting Auditor of Greene County, Missouri, and in that capacity, do hereby certify on this 7th day of August, 2020, that there is an unencumbered balance to the credit of the appropriation which is to be charged for the County's share of the costs described in the Agreement sufficient to meet the County's obligations under this Agreement and an unencumbered cash balance in the County treasury to the credit of the fund from which the County's financial obligation described in the Agreement shall be paid sufficient to meet the County's obligations under the Agreement.


Auditor

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made this 15th day of July, 2020, by and between **Wm. Clay Hamlet and Tina Marie Hamlet, husband and wife**, of the County of Greene, State of Missouri ("Grantor") and **Greene County, State of Missouri** ("Grantee"). The mailing address of Grantee is 940 Boonville, Springfield, Missouri 65802.

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

(SEE ATTACHMENT "A" FOR DESCRIPTION OF THE TEMPORARY EASEMENT AREA)

TO HAVE AND TO HOLD said Temporary Easement Area for the purposes herein set out, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto said Grantee, its successors and assigns; said Grantee, its successors, assigns, agents, contractors, subcontractors and employees shall have the right to enter upon said Temporary Easement Area for a work area in order to perform construction activities and grading in connection with public road improvements, including the right to park vehicles and to store tools, equipment, materials, supplies and machinery; Grantor warranting that it has good title to the property and the right to convey the easement interest stated herein, and Grantor agreeing to warrant and defend Grantee's rights in the easement against the lawful claims and demands of all persons whomsoever.

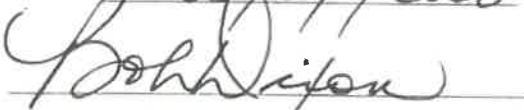
By acceptance of this conveyance, said Grantee hereby covenants on its behalf, and on the behalf of its successors and assigns, that it will for the benefit of Grantor, Grantor's successors and assigns, restore the Temporary Easement Area as nearly as reasonably possible to the same condition in which it existed immediately prior to Grantee's construction activity. Grantee further covenanting in this regard that it will, among other things (1) insofar as reasonably possible cause any excavation upon the Temporary Easement Area to be backfilled and graded to the original grade or to design grades according to approved plans; (2) remove, insofar as reasonably possible, all debris resulting from construction; (3) cause the re-seeding of any disturbed area; (4) use reasonable care to preserve those trees located within the Temporary Easement Area; (5) provide, at reasonable times during construction, access to the public street where any excavation upon the Easement Area might otherwise interfere therewith; and (6) that it will replace any improved walkway, drive, fence or retaining wall damaged or destroyed by construction.

Grantor shall retain all rights to the use and occupancy of the Temporary Easement Area subject to the easement herein given.

The temporary construction easement granted in this indenture is limited to the uses and purposes herein before expressed and for no other purpose whatsoever. This temporary construction easement shall terminate one year from the date notice to proceed is issued by the Grantee for construction to begin, or upon the expiration of six (6) months after completion and acceptance of the construction project by Grantee, whichever shall occur last. Grantor agrees that this temporary construction easement shall be binding upon Grantor's successors and assigns and that in the event the premises subject to the easement is sold, assigned or conveyed, the purchaser or grantee thereof shall be advised of the existence of this temporary grant and that said transfer shall be made subject to the rights of Grantor herein.

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

ACCEPTED: Greene County Commission
DATE: 08/04/2020



Bob Dixon, Presiding Commissioner



Harold Bengsch, Commissioner District 1



John C. Russell, Commissioner District 2

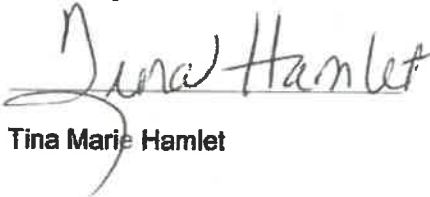


Rick Artman, Administrator
Greene County Highway Department

Grantor:



Wm. Clay Hamlet



Tina Marie Hamlet

STATE OF MISSOURI)
COUNTY OF Greene) SS.

PERSONAL ACKNOWLEDGMENT

On this 15th day of July, in the year 2020, before me, a Notary Public in and for said state, personally appeared Wm. Clay Hamlet, to me known to be the person who executed the foregoing instrument and acknowledged to me that he executed the same for the purposes therein stated.

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

Kim M. Hicks

NOTARY PUBLIC

Print Name: Kim m. Hicks

My term of office expires: April 3, 2022

"Notary Seal"

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

STATE OF MISSOURI)
COUNTY OF Greene) SS.

PERSONAL ACKNOWLEDGMENT

On this 15th day of July, in the year 2020, before me, a Notary Public in and for said state, personally appeared Tina Marie Hamlet, to me known to be the person who executed the foregoing instrument and acknowledged to me that she executed the same for the purposes therein stated.

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

Kim M. Hicks

NOTARY PUBLIC

Print Name: Kim m. Hicks

My term of office expires: April 3, 2022

"Notary Seal"

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

ATTACHMENT "A"

TRACT NO. 2

GRANTOR: WM. CLAY HAMLET AND TINA MARIE HAMLET (GRANTOR'S DEED FILED AT THE GREENE COUNTY RECORDER'S OFFICE, BOOK 2007, PAGE 29935-07)

A TEMPORARY CONSTRUCTION EASEMENT FOR GREENE COUNTY FARM ROAD 169, BEING A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 28 NORTH, RANGE 21 WEST IN GREENE COUNTY, MISSOURI, SAID EASEMENT HEREINAFTER DESCRIBED WITH REFERENCE TO THE SURVEYED CENTER LINE OF FARM ROAD 169 FOR THE BRIDGE NUMBER 1690225 OVER FARMERS BRANCH REPLACEMENT PROJECT.

THE SURVEYED CENTER LINE OF FARM ROAD 169 IS DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN AT THE CENTER CORNER OF SECTION 29, TOWNSHIP 28 NORTH, RANGE 21 WEST; THENCE S01°33'04"W ALONG THE QUARTER SECTION LINE, 889.54 FEET TO A POINT ON THE CENTER LINE OF FARM ROAD 169 AT PROJECT CENTER LINE STATION 0+50 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE CONTINUING S01°33'04"W ALONG THE QUARTER SECTION LINE, 233.54 FEET TO CENTER LINE STATION 2+83.54 FOR THE POINT OF TERMINATION.

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

THE TEMPORARY CONSTRUCTION EASEMENT HEREIN CONVEYED ON THE LEFT OR EAST SIDE OF THE ABOVE-DESCRIBED CENTER LINE IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 25 FEET LEFT OF PROJECT CENTER LINE STATION 2+50, SAID POINT BEING ON THE EXISTING EAST RIGHT-OF-WAY LINE OF FARM ROAD 169; THENCE SOUTHERLY ALONG SAID EXISTING RIGHT-OF-WAY LINE TO A POINT 25 FEET LEFT OF CENTER LINE STATION 2+83.54; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTHEASTERLY TO A POINT 55 FEET LEFT OF CENTER LINE STATION 2+23.54; THENCE NORTHERLY TO A POINT 55 FEET LEFT OF CENTER LINE STATION 1+97.87, SAID POINT BEING ON THE NORTHERLY LINE OF GRANTOR'S LAND AND THE NORTH BANK OF FARMERS BRANCH; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF GRANTOR'S LAND TO A POINT 40 FEET LEFT OF CENTER LINE STATION 1+87.86; THENCE LEAVING SAID NORTHERLY LINE, SOUTHERLY TO A POINT 40 FEET LEFT OF CENTER LINE STATION 2+20; THENCE SOUTHWESTERLY TO THE POINT OF BEGINNING.

CONTAINING 1,188 SQUARE FEET (0.027 ACRE) OF TEMPORARY CONSTRUCTION EASEMENT.

Prepared by: Great River Engineering for Greene County, Missouri
Project No. 4030
Date: June 4, 2019

Great River Engineering
2826 S. Ingram Mill, Springfield, MO 65804 • 417-886-7171
Land Surveying Corporation Certificate of Authority #2001011476



WARRANTY DEED

THIS INDENTURE, made this 15th day of July, 2020 by and between **WM. CLAY HAMLET and TINA MARIE HAMLET, husband and wife**, of the County of Greene, State of Missouri, hereinafter called "Grantor," and **GREENE COUNTY, STATE OF MISSOURI**, hereinafter called "Grantee" (mailing address of Grantee: 940 Boonville, Springfield, MO 65802);

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

(See Attachment "A")

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

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

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

ACCEPTED: Greene County Commission

DATE: 08/04/2020

A handwritten signature in black ink, appearing to read "Bob Dixon", written over a horizontal line.

Bob Dixon, Presiding Commissioner

A handwritten signature in green ink, appearing to read "Harold Bengsch", written over a horizontal line.

Harold Bengsch, Commissioner District 1

A handwritten signature in blue ink, appearing to read "John C. Russell", written over a horizontal line.

John C. Russell, Commissioner District 2

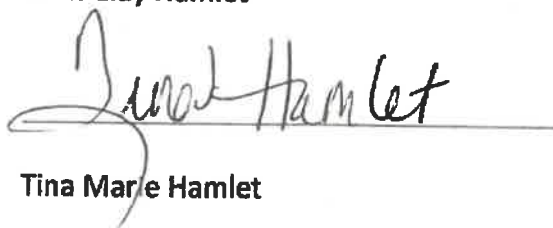
A handwritten signature in black ink, appearing to read "Rick Artman", written over a horizontal line.

Rick Artman, Administrator
Greene County Highway Department

Grantor:

A handwritten signature in black ink, appearing to read "Wm. Clay Hamlet", written over a horizontal line.

Wm. Clay Hamlet

A handwritten signature in black ink, appearing to read "Tina Marie Hamlet", written over a horizontal line.

Tina Marie Hamlet

STATE OF MISSOURI)
COUNTY OF Greene) SS.

PERSONAL ACKNOWLEDGMENT

On this 15th day of July, in the year 2020, before me, a Notary Public in and for said state, personally appeared Wm. Clay Hamlet, to me known to be the person who executed the foregoing instrument and acknowledged to me that he executed the same for the purposes therein stated.

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

Kim M. Hicks NOTARY PUBLIC

Print Name: Kim M. Hicks

My term of office expires: April 3, 2022

"Notary Seal"

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

STATE OF MISSOURI)
COUNTY OF Greene) SS.

PERSONAL ACKNOWLEDGMENT

On this 15th day of July, in the year 2020, before me, a Notary Public in and for said state, personally appeared Tina Marie Hamlet, to me known to be the person who executed the foregoing instrument and acknowledged to me that she executed the same for the purposes therein stated.

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

Kim M. Hicks NOTARY PUBLIC

Print Name: Kim M. Hicks

My term of office expires: April 3, 2022

"Notary Seal"

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

ATTACHMENT "A"

TRACT NO. 2

GRANTOR: WM. CLAY HAMLET AND TINA MARIE HAMLET (GRANTOR'S DEED FILED AT THE GREENE COUNTY RECORDER'S OFFICE, BOOK 2007, PAGE 29935-07)

A PARCEL OF LAND FOR GREENE COUNTY FARM ROAD 169, BEING A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 28 NORTH, RANGE 21 WEST IN GREENE COUNTY, MISSOURI, THE WIDTHS OF SAID PARCEL HEREINAFTER DESCRIBED FROM THE SURVEYED CENTER LINE OF FARM ROAD 169 FOR THE BRIDGE NUMBER 1690225 OVER FARMERS BRANCH REPLACEMENT PROJECT.

THE SURVEYED CENTER LINE OF FARM ROAD 169 IS DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN AT THE CENTER CORNER OF SECTION 29, TOWNSHIP 28 NORTH, RANGE 21 WEST; THENCE S01°33'04"W ALONG THE QUARTER SECTION LINE, 889.54 FEET TO A POINT ON THE CENTER LINE OF FARM ROAD 169 AT PROJECT CENTER LINE STATION 0+50 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE CONTINUING S01°33'04"W ALONG THE QUARTER SECTION LINE, 233.54 FEET TO CENTER LINE STATION 2+83.54 FOR THE POINT OF TERMINATION.

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

THE WIDTHS OF THE PARCEL OF LAND HEREIN CONVEYED ON THE LEFT OR EAST SIDE OF THE ABOVE-DESCRIBED CENTER LINE ARE AS FOLLOWS:

BEGINNING WITH A WIDTH OF 0.00 FEET AT PROJECT STATION 1+61.14 AT THE NORTHWEST CORNER OF GRANTOR'S LAND, WIDENING DIRECTLY ALONG THE NORTHERLY LINE OF GRANTOR'S LAND AND THE NORTH BANK OF FARMERS BRANCH TO 40 FEET AT STATION 1+87.86, MAINTAINING A WIDTH OF 40 FEET TO STATION 2+20, NARROWING UNIFORMLY TO 25 FEET AT STATION 2+50, MAINTAINING A WIDTH OF 25 FEET TO STATION 2+83.54.

CONTAINING 782 SQUARE FEET (0.018 ACRE) OF NEW LAND FOR FARM ROAD 169.

Prepared by: Great River Engineering
For: Greene County, Missouri
Project No. 4030
Date: June 4, 2019

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

Land Surveying Corporation Certificate of Authority #2001011476



[illegible]

TRACTED.	OWNER	MAILING ADDRESS	SOURCE OF TITLE	PERCENT OF NAT. (PAID AREA)	TEMPORARY CONTRIBUTION MANAGEMENT (C.E.S.) (PER)
1	MARCE & MARCEL L. BICK	1000 W. 10TH ST., APT. 100 DENVER, CO. 80202	BOOK 2288, PAGE 108	70% NAT. PT. (LST. AREA)	20% NAT. PT. (LST. AREA)
2	MRS. CLAY MARCE & VERA MARCE MARLEY	1000 W. 10TH ST., APT. 100 DENVER, CO. 80202	BOOK 2287, PAGE 200-201	70% NAT. PT. (LST. AREA)	11% NAT. PT. (LST. AREA)
	THE CITY OF DENVER	1000 W. 10TH ST., APT. 100 DENVER, CO. 80202	BOOK 2287, PAGE 200-201	10% NAT. PT. (LST. AREA)	10% NAT. PT. (LST. AREA)

CCO FORM: RW01
Approved: 6/93 (TLP)
Revised: 03/17 (AR)
Modified:

COUNTY:	<u>Greene</u>
ROUTE:	<u>M</u>
PROJECT:	<u>J8P3088D</u>
PARCEL:	<u>001</u>
EXCESS:	<u>SW-0331/270101</u>

QUITCLAIM DEED

THIS INDENTURE, made this 3 day of March, 2020, between the State of Missouri, acting by and through the **MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION**, 105 W. Capitol Avenue, Jefferson City, Missouri 65102, (hereinafter, "Grantor") and **GREENE COUNTY, MISSOURI** of the County of Greene, State Missouri, (hereinafter, "Grantee").

WITNESSETH: In consideration of the payment of the sum of One and no/100 Dollar and other valuable considerations - - - - - (\$ 1.00), the receipt of which is hereby acknowledged, the Grantor does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to the Grantee a tract of land, lying situated and being in the County of Greene, State of Missouri, and described as follows:

A tract of land located in the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) Section 11, Township 28 North, Range 23 West, in Greene County, Missouri, containing a total of 1,217 square feet, more or less, and being more particularly described in the attached **Exhibit A**.

Grantee, by acceptance of this conveyance, covenants and agrees for itself, its successors and assigns, to allow known or unknown utility facilities currently located on the property, whether of record or not, to remain on the property, and to grant the current and subsequent owners of those facilities the right to maintain, construct and reconstruct the facilities and their appurtenances over, under and across the land herein conveyed, along with the right of ingress and egress across the land herein conveyed to and from those utilities.


By conveyance through this quitclaim deed, the Missouri Highways and Transportation Commission makes no claim to the resulting title of the above-described property and is merely releasing whatever interest it has to the Grantee.

TO HAVE AND TO HOLD THE SAME, with all and singular rights, immunities, privileges, and appurtenances thereunto belonging, unto the said Grantee, its heirs and assigns forever.

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


MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

By:


Michael B. Pace, Chair
Print Name/Title

ATTEST:

By:


Secretary to the Commission
Pamela J. Harlan
Print Name

ACKNOWLEDGEMENT BY COMMISSION

STATE OF MISSOURI _____)
COUNTY OF Cole _____)

ss

On this 3 day of March, 2020, before me appeared _____
Michael B. Pace personally known to me, who being by me duly
sworn, did say that he/she is the Chair (title) of the Missouri
Highways and Transportation Commission and the seal affixed to the foregoing
instrument is the official seal of said Commission and that said instrument was signed in
behalf of said Commission by authority of the Missouri Highways and Transportation
Commission and said Michael B. Pace acknowledged said
instrument to be the free act and deed of said Commission.

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

Jennifer A Schulte
Notary Public

Jennifer A Schulte
Print Name



JENNIFER A SCHULTE
My Commission Expires
February 5, 2024
Miller County
Commission #20773661

My Commission Expires: February 5, 2024

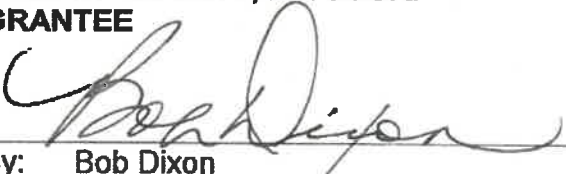
CCO Form: RW42
Approved: 10/06 (AR)
Revised: 11/19 (JDS)
Modified:

ACCEPTANCE OF CONVEYANCE

The Quitclaim Deed attached above, made on the 11th day of August, 2020 by the State of Missouri, acting by and through the Missouri Highways and Transportation Commission (the "Grantor"), is hereby received and formally accepted by Greene County, Missouri (the "Grantee" of the deed) on this ____ day of _____, 20____.

This Acceptance is executed by the undersigned Presiding Commissioner of the County of Greene, who is authorized by resolution approved by the Greene County Commission on the 12th day of December, 2019 to accept a conveyance of real property for the County of Greene.

**GREENE COUNTY, MISSOURI
GRANTEE**


By: Bob Dixon
Presiding Commissioner

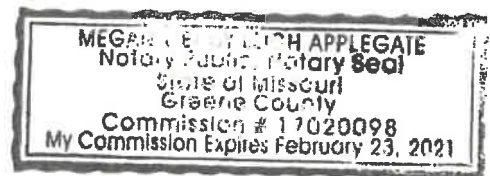
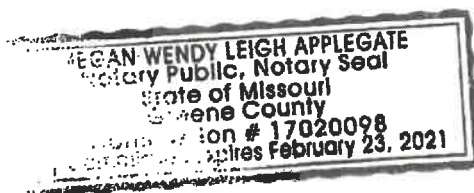
ACKNOWLEDGMENT BY COUNTY

STATE OF Missouri)
COUNTY OF Greene) SS

On this 4th day of August, 2020, before me appeared Bob Dixon personally known to me, who being by me duly sworn, did say that he is the Presiding Commissioner of the County of Greene and that the foregoing instrument was signed and sealed on behalf of the County of Greene and that he acknowledged said instrument to be the free act and deed of the County of Greene and that it was executed for the consideration stated therein and no other.

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

Megan Wendy Leigh Applegate
Notary Public
Megan Wendy Leigh Applegate
Print Name
My Commission Expires: Feb. 23 2021



All that part of a tract of land in the Southeast Quarter of the Southwest Quarter of Section 11, Township 28 North, Range 23 West, Greene County Missouri, lying on the left or northerly side of the following described Centerline of a highway, now known as Existing Route M, which is more particularly described as follows.

Beginning at an iron pin with an aluminum cap stamped "MODOT" which is 271.18 feet left of Existing Route M Centerline Station 55+83.86, said point being on the existing westerly boundary line of Farm Road 103; thence S01°50'53"W, 39.48 feet along the existing westerly boundary line of Farm Road 103 to an iron pin with aluminum cap stamped LS 837; thence S01°59'18"W, 59.52 feet along the existing westerly boundary line of Farm Road 103 to a point which is 172.20 feet left of Existing Route M Centerline Station 55+82.35; thence N87°54'25"W, 14.58 feet to an iron pin with aluminum cap stamped "MODOT" which is 172.46 feet left of Existing Route M Centerline Station 55+67.77; thence N02°05'35"E, 68.94 feet to an iron pin with aluminum cap stamped "MODOT" which is 241.39 feet left of Existing Route M Centerline Station 55+69.02; thence N27°32'04"E, 33.28 feet to the Point of Beginning. Containing 1,217 square feet, more or less.

Existing Route M Centerline is described as follows:

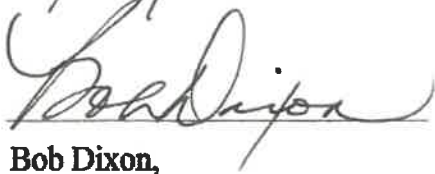
Commencing at an iron pin with aluminum cap at the Northwest Corner of Section 14, Township 28 North, Range 23 West as described in Certified Land Corner Document 600-71898; thence on a Missouri Central Zone Bearing of S89°15'25"E, 2058.65 feet to State Highway Route M Centerline Station 50+00 for a Point of Beginning; thence S88°56'46"E, 1300.00 feet to State Route M Centerline Station 63+00 for a Point of Termination, said point being N88°39'50"W, 1952.16 feet from the Northeast Corner of Section 14, Township 28 North, Range 23 West.

This conveyance includes all the realty and realty rights described in the preceding paragraphs that lie within the limits of a tract of land described and recorded with the Greene County Recorder of Deeds in Book 2018 at Page 044821-18.

Title (name or identification of project) J8P3088D		County Greene		City (if applicable)		State MO	
Licensee Name (sole proprietor, partnership, corporation, LLC, or government)		Date Prepared		Sheet			
Missouri Highways and Transportation Commission 105 West Capital, Jefferson City, MO 65102 888-ASK MODOT (888)275-6636		8-6-2019		2 of 2			
		Professional Surveyor Name (print)		Discipline		License or Certificate of Authority No.	
		Brad S. Brake		Professional Land Surveyor		MO # 2006016622	
Professional Surveyor (Signature)		Date					
		8-6-2019					
Only the preceding legal description contained in this "EXHIBIT A" is authenticated by this seal.							

ACCEPTED: Greene County Commission

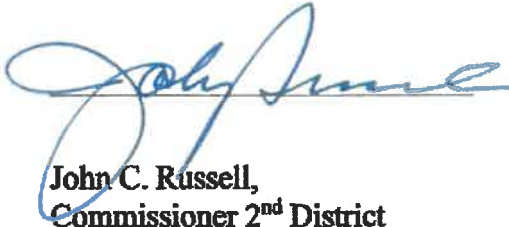
DATE: 08/04/2020



**Bob Dixon,
Presiding Commissioner**



**Harold Bengsch,
Commissioner 1st District**



**John C. Russell,
Commissioner 2nd District**