

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

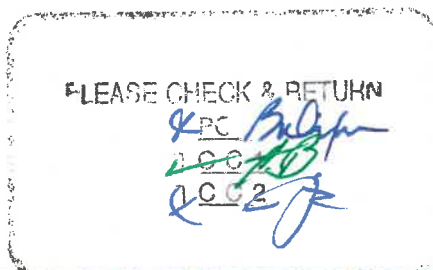
COUNTY COMMISSION

Greene County, Missouri

(417) 868-4112

Greene County Commission Commission Briefing Minutes

Thursday, December 31, 2020
9:30 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/GCCommissionOffice>. 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

Attendees: Bob Dixon, Harold Bengsch, John Russell, Donna Barton, Aubrey Hardy, Fred Liama, Clay Goddard and Lyle Foster.

Teleconference Attendees: Rob Rigdon, Larry Woods, Jeff Bassham, Justin Hill, Jeff Scott, Phil Corcoran, Cindy Stein, Royce Denny, Jeff Avers and Jess Kerr.

Informational Items

Health Department-Clay Goddard

- COVID update
- Follow-up on vaccines progress with Mercy, Cox, and Jordan Valley

Resource Management-Rob Rigdon

- Courtroom project will be finished by end of this year
- New Jail project update

CARES Act-Lyle Foster & Justin Hill

- Finishing up the last of the Small Business paperwork today

Items for Consideration and Action by the Commission

(EX1) Discussion and Possible Vote: Change Order #1 to Nesbitt Construction's contract, Resource Management (Rob Rigdon)

- Commissioner Harold Bengsch made a motion to approve the Change Order #1 to Nesbitt Construction's contract. Commissioner John Russell seconded and it passed unanimously. Yes: Dixon, Bengsch and Russell.

(EX2) Discussion and Possible Vote: Right of Way Deed between 4G's Investments-C, LLC and Greene County, Highway Department

- Commissioner Harold Bengsch made a motion to approve the Right of Way Deed between 4G's Investments-C, LLC and Greene County. Commissioner John Russell seconded and it passed unanimously. Yes: Dixon, Bengsch and Russell.

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

(EX3) Discussion and Possible Vote: Drainage Easement between 4G's Investments-C and Greene County, Highway Department

- Commissioner Harold Bengsch made a motion to approve the Drainage Easement between 4G's Investments-C and Greene County. Commissioner John Russell seconded and it passed unanimously. Yes: Dixon, Bengsch and Russell.

(EX4) Discussion and Possible Vote: Temporary Construction Easement between 4G's Investments-C, LLC and Greene County, Highway Department

- Commissioner Harold Bengsch made a motion to approve the Temporary Construction Easement between 4G's Investments-C, LLC and Greene County. Commissioner John Russell seconded and it passed unanimously. Yes: Dixon, Bengsch and Russell.

Other:

With no other business the meeting was adjourned.

Ex 1

N·FORM

ARCHITECTURE

Change Order #1

To: Rob Rigdon, Greene County
From: Stephanie Shadwick, N FORM Architecture
CC: Jennifer Wilson, N FORM Architecture
File
Date: December 21, 2020
Project: Greene County Courtroom Addition (2nd Floor – North)
Project #20204
Contract *Contract #20-1255 or*
Date: June 5, 2020

The Contract is Changed as Follows:

(Include, where applicable, any undisputed amount attributable to previously executing Construction Change Directives)

The original Contract Sum was: \$758,000.00
The net change by previously authorized Change Orders: \$0.00
The Contract Sum prior to this Change Order was: \$758,000.00
The Following Revisions shall be made to the Contingency Sum:

Contractor Change Order Request #1

RFI #1 – Replace the existing door of the Judge's Chamber with new door #287:
\$502.00

Contractor Change Order Request #3

PR #1 – Add duct to feed Victim Witness room to the north that was not shown with demo of VAV. Provide (4) suicide deterrent grilles in holding cells in lieu of security grilles:
\$1,975.00

Contractor Change Order Request #4

Provide Builders Risk Insurance for project:
\$1,134.00

Contractor Change Order #5

Credit for changing from Schlage to Yale (ASSA ABLOY) for door hardware to match Div. 3 & 26 courtrooms:
(\$1,005.00)

Contractor Change Order #6

PR#2 – Demo and finishes for connecting corridor to Div. 3 & 26; Additional wall and floor ceramic tile in public corridor due to new wall configuration.
\$8,384.00

N·FORM

ARCHITECTURE

Contractor Change Order #7

PR #3 – Credit for not supplying Field Tile #1 (besides 10 boxes for attic stock) and supplying Accent Tile #1:
(\$4,825.00)

Change Order Request #8

Div. 3/ 26 Clerk's Office; Replacing spandrel glass with clear glass:
\$490.00

Change Order Request #9

PR #4 – Pre-Trial Services; Demo extra receptacles and expanded painting and carpet tile scope in offices:
\$2,833.00

Change Order Request #10

PR #2 (Alt. #2) – Demo and new carpet tile and paint in 2nd floor elevator lobby:
\$3,927.00

Change Order Request #11

PR #5 – Add 8"x8" transfer duct between Sound Lock 267 and Courtroom Gallery 269:
\$638.00

Change Order Request #12

RFI #7 – Soffit framing revised to avoid existing ductwork:
\$1,746.00

Change Order Request #13

RFI #9 – Provide 40' of additional 2" Type L copper for water line, in lieu of 1" line to different lie-in point:
\$1,843.00

Change Order Request #14

PR #6 – Add bullet-resistant panels at stair wing walls of Judge's Bench:
\$2,640.00

Change Order Request #15

PR #7 – Additional box and conduit for AV device in Conference Room; credit for use of MC cable:
(\$214.00)

Change Order Request #16

PR #8 – Add acoustic caulk at top and bottom of partition along existing north wall of Judge's Chamber; Add attenuation sound batts above Victim Witness room ceiling to north; Eliminate ceiling in IT Room and change light and diffuser fixtures; Add ceiling in VW closet:
\$1,973.00

Change Order Request #17

Add VCT in Transport Corridor:
\$1,007.00

N·FORM

ARCHITECTURE

Credit for Remaining Contingency Sum
(\$16,952.00)

Total: \$40,000.00

The original Contingency Sum was:	\$40,000.00
Contingency per previous change orders:	\$0.00
The new Contingency Sum is:	\$0.00

The contingency will be credited to the Contract Sum:	(\$16,952.00)
The new Contract Sum including this Change Order will be:	\$741,048.00
The Contract Time will be increased by Zero (0) days.	
The date of Substantial Completion is December 10, 2020.	

Note: This Change Order does not include the changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Contractor:
Nesbitt Construction
1400 E. St. Louis St.
Springfield, MO 65802

Signature

Michael Nesbitt, President

N·FORM

ARCHITECTURE

COUNTY OF GREENE

By: KRB
DIRECTOR OF RESOURCE MANAGEMENT

By: Jenna M. Newman
PURCHASING DIRECTOR

By: Steph K. R.
GREENE COUNTY ADMINISTRATOR

By: Bob Dixon
PRESIDING COMMISSIONER

By: John R. [Signature]
COMMISSIONER DISTRICT 1

By: John R. [Signature]
COMMISSIONER DISTRICT 2

ATTEST BY: [Signature]
GREENE COUNTY CLERK

N·FORM ARCHITECTURE

By: [Signature]
ARCHITECT

Jennifer Wilson, Managing Member
(Printed name, title)

AUDITOR CERTIFICATION

I certify that the expenditure contemplated by this document is within the purpose of the document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

[Signature]
GREENE COUNTY AUDITOR

1/8/2021
DATE

Ex 2

RIGHT OF WAY DEED

THIS INDENTURE, made this 29th day of December, 2020, by and between **4G's Investments-C, LLC, a Missouri limited liability company ("Grantor")** and **Greene County, State of Missouri, ("Grantee")**. The mailing address of Grantor is 11357 West State Highway TT, Republic, Missouri 65738. The mailing address of Grantee is Greene County Courthouse, 940 Boonville Ave., 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 these presents grant, bargain and sell, convey and confirm unto the said Grantee, its successors and assigns, the following described real estate and interests in real estate in the County of Greene, State of Missouri, to-wit:

A PERPETUAL STREET RIGHT OF WAY DESCRIBED AS FOLLOWS:

PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 22 WEST IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, THE GRANTOR'S LAND AS DESCRIBED IN BOOK 2485, PAGE 1333 AT THE GREENE COUNTY RECORDER'S OFFICE, SAID RIGHT OF WAY HEREINAFTER DESCRIBED WITH REFERENCE TO THE SURVEYED CENTER LINE OF REPUBLIC ROAD AND THE SURVEYED CENTER LINE OF KANSAS EXPRESSWAY AS ESTABLISHED FOR THE KANSAS EXPRESSWAY EXTENSION PROJECT.

THE SURVEYED CENTER LINE OF REPUBLIC ROAD IS DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHEAST CORNER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 22 WEST; THENCE N89°09'33"W, 2428.26 FEET TO REPUBLIC ROAD CENTER LINE STATION 10+00 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE S89°47'48"E, 995.80 FEET TO REPUBLIC ROAD CENTER LINE STATION 19+95.80 AT KANSAS EXPRESSWAY CENTER LINE STATION 16+85.39; THENCE CONTINUING S89°47'48"E, 694.12 FEET TO REPUBLIC ROAD CENTER LINE STATION 26+89.92 FOR THE POINT OF TERMINATION.

THE SURVEYED CENTER LINE OF KANSAS EXPRESSWAY IS DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHEAST CORNER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 22 WEST; THENCE N88°28'33"W, 1432.51 FEET TO KANSAS EXPRESSWAY CENTER LINE STATION 16+79.39 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE S01°55'42"W,

307.64 FEET TO CENTER LINE STATION 19+87.03; THENCE SOUTHERLY THROUGH A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 5°53'14" AND A RADIUS OF 2000.00 FEET, AN ARC DISTANCE OF 205.50 FEET TO CENTER LINE STATION 21+92.53; THENCE S03°57'32"E, 444.19 FEET TO CENTER LINE STATION 26+36.72; THENCE SOUTHERLY THROUGH A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 5°43'46" AND A RADIUS OF 2000.00 FEET, AN ARC DISTANCE OF 200.00 FEET TO CENTER LINE STATION 28+36.72; THENCE S01°46'14"W, 1234.37 FEET TO CENTER LINE STATION 40+71.09; THENCE SOUTHEASTERLY THROUGH A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 46°46'11" AND A RADIUS OF 1200.00 FEET, AN ARC DISTANCE OF 979.54 FEET TO CENTER LINE STATION 50+50.63; THENCE S44°59'57"E, 986.86 FEET TO CENTER LINE STATION 60+37.49; THENCE SOUTHEASTERLY THROUGH A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 47°23'30" AND A RADIUS OF 1100.00 FEET, AN ARC DISTANCE OF 909.85 FEET TO CENTER LINE STATION 69+47.34; THENCE S02°23'33"W, 523.86 FEET TO CENTER LINE STATION 74+71.20 FOR THE POINT OF TERMINATION, SAID POINT LYING S88°32'13"E, 78.51 FEET FROM THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 28 NORTH, RANGE 22 WEST.

THE PERPETUAL STREET RIGHT OF WAY IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 17.37 FEET RIGHT OF REPUBLIC ROAD CENTER LINE STATION 14+39.45, SAID POINT BEING ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF REPUBLIC ROAD AND THE WEST LINE OF GRANTOR'S LAND; THENCE S88°59'46"E ALONG SAID EXISTING RIGHT-OF-WAY LINE, 664.24 FEET TO A POINT 26.65 FEET RIGHT OF REPUBLIC ROAD CENTER LINE STATION 21+03.62, SAID POINT BEING ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 22 WEST; THENCE S02°01'54"W ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, 1305.16 FEET TO THE SOUTHEAST CORNER THEREOF, SAID CORNER BEING 39.07 FEET LEFT OF KANSAS EXPRESSWAY CENTER LINE STATION 30+17.12; THENCE N89°01'51"W ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, 89.08 FEET TO A POINT 50 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 30+18.36; THENCE LEAVING SAID SOUTH LINE, N01°46'14"E, 181.65 FEET TO A POINT 50 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 28+36.72; THENCE NORTHERLY THROUGH A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 5°43'46" AND A RADIUS OF 1950.00 FEET, AN ARC DISTANCE OF 195.00 FEET TO A POINT 50 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 26+36.72; THENCE N03°57'32"W, 366.40 FEET TO A POINT 50 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 22+70.32; THENCE N05°45'49"W, 170.41 FEET TO A POINT 57.45 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 21+02.55; THENCE N02°23'32"W, 92.68 FEET TO A POINT 61.17 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 20+12.60; THENCE N01°55'42"E, 205.52 FEET TO A POINT 61 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 18+07.86; THENCE N47°02'18"W, 104.69 FEET TO A POINT 49.5 FEET RIGHT OF REPUBLIC ROAD CENTER LINE STATION 18+54.28; THENCE N89°47'48"W, 180.13 FEET TO A POINT 49.5 FEET RIGHT OF REPUBLIC ROAD CENTER LINE STATION 16+74.10; THENCE N85°13'22"W, 114.17 FEET TO A POINT 40.40 FEET RIGHT OF REPUBLIC ROAD CENTER LINE STATION 15+60.34; THENCE N89°29'25"W, 121.56 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 15, SAID POINT BEING 39.75 FEET RIGHT OF REPUBLIC ROAD CENTER LINE STATION 14+38.77; THENCE N01°56'22"E ALONG THE WEST LINE OF SAID EAST HALF, 22.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 185,349 SQUARE FEET (4.25 ACRES), MORE OR LESS, OF PERPETUAL RIGHT OF WAY.

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

TO HAVE AND TO HOLD the same for the purpose of constructing and maintaining a public street improvement or related purposes or for such other purposes hereinabove set out, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said Grantee, and unto its successors and assigns, forever; the said Grantor hereby covenanting on its part and on behalf of its successors and assigns that said Grantor is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that said Grantor has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by Grantor or those under whom Grantor claims; and that said Grantor will warrant and defend the title to the said premises unto the said Grantee and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and none.

[SIGNATURE PAGES FOLLOW]

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

GRANTOR

4G'S INVESTMENTS-C, LLC, A MISSOURI LIMITED LIABILITY COMPANY

By:

Ernest W. Giddens

Name: Ernest W. Giddens

Title: Manager

ACKNOWLEDGEMENT OF LIMITED LIABILITY

STATE OF MISSOURI)

)

COUNTY OF GREENE)

On this 29 day of December, 2020, before me, a Notary Public in and for said state, personally appeared Ernest W. Giddens, to me personally known, who, being by me duly sworn did say that he is the Manager of 4G's Investments-C, LLC, a Limited Liability Company of the State of Missouri, and that said document was signed on behalf of said Limited Liability Company by authority of its Manager and said Manager acknowledged said document to be the free act and deed of said Limited Liability Company and acknowledged to me that he executed the same for the purposes therein stated.

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

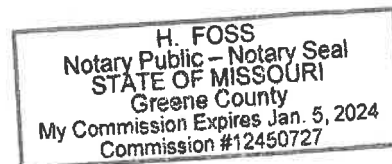
"Notary Seal"

H. Foss

Notary Public

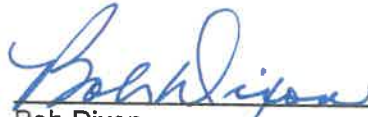
Type Name:

H. Foss



ACCEPTED BY:

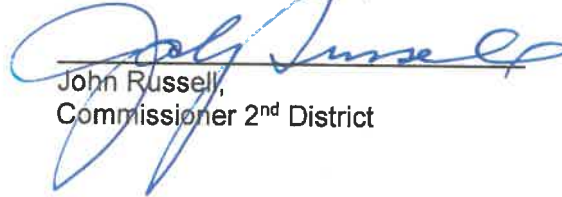
Greene County Commission



Bob Dixon,
Presiding Commissioner



Harold Bengsch,
Commissioner 1st District



John Russell,
Commissioner 2nd District

Ex 3

DRAINAGE EASEMENT

THIS INDENTURE made this 29th day of December, 2020, by and between **4G's Investments-C, LLC, a Missouri limited liability company** ("Grantor") and **Greene County, State of Missouri** ("Grantee"). The mailing address of Grantor is 11357 West State Highway TT, Republic, Missouri 65738. The mailing address of Grantee is Greene County Courthouse, 940 Boonville Ave., 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 said Grantee, the receipt of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto said Grantee, its successors and assigns, the following described interest in real estate in the County of Greene, State of Missouri, to-wit:

PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 22 WEST IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, THE GRANTOR'S LAND AS DESCRIBED IN BOOK 2485, PAGE 1333 AT THE GREENE COUNTY RECORDER'S OFFICE, SAID RIGHT OF WAY HEREINAFTER DESCRIBED WITH REFERENCE TO THE SURVEYED CENTER LINE OF REPUBLIC ROAD AND THE SURVEYED CENTER LINE OF KANSAS EXPRESSWAY AS ESTABLISHED FOR THE KANSAS EXPRESSWAY EXTENSION PROJECT.

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THE SURVEYED CENTER LINE OF KANSAS EXPRESSWAY IS DESCRIBED AS FOLLOWS:

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SOUTHERLY THROUGH A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 5°43'46" AND A RADIUS OF 2000.00 FEET, AN ARC DISTANCE OF 200.00 FEET TO CENTER LINE STATION 28+36.72; THENCE S01°46'14"W, 1234.37 FEET TO CENTER LINE STATION 40+71.09; THENCE SOUTHEASTERLY THROUGH A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 46°46'11" AND A RADIUS OF 1200.00 FEET, AN ARC DISTANCE OF 979.54 FEET TO CENTER LINE STATION 50+50.63; THENCE S44°59'57"E, 986.86 FEET TO CENTER LINE STATION 60+37.49; THENCE SOUTHEASTERLY THROUGH A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 47°23'30" AND A RADIUS OF 1100.00 FEET, AN ARC DISTANCE OF 909.85 FEET TO CENTER LINE STATION 69+47.34; THENCE S02°23'33"W, 523.86 FEET TO CENTER LINE STATION 74+71.20 FOR THE POINT OF TERMINATION, SAID POINT LYING S88°32'13"E, 78.51 FEET FROM THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 28 NORTH, RANGE 22 WEST.

A PERPETUAL DRAINAGE EASEMENT DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 39.75 FEET RIGHT OF REPUBLIC ROAD CENTER LINE STATION 14+38.77, SAID POINT BEING ON THE WEST LINE OF GRANTOR'S LAND; THENCE S01°56'22"W ALONG THE WEST LINE OF GRANTOR'S LAND, 5.00 FEET TO A POINT 44.74 FEET RIGHT OF REPUBLIC ROAD CENTER LINE STATION 14+38.62; THENCE LEAVING SAID WEST LINE, S89°29'25"E, 81.72 FEET TO A POINT 45.18 FEET RIGHT OF REPUBLIC ROAD CENTER LINE STATION 15+20.34; THENCE S70°54'51"E, 121.49 FEET TO A POINT 84.5 FEET RIGHT OF REPUBLIC ROAD CENTER LINE STATION 16+35.29; THENCE S89°47'48"E, 239.01 FEET TO A POINT 84.5 FEET RIGHT OF REPUBLIC ROAD CENTER LINE STATION 18+74.31; THENCE S43°56'03"E, 31.74 FEET TO A POINT 96.12 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 17+95.62; THENCE S03°59'13"W, 224.55 FEET TO A POINT 104.44 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 20+18.38; THENCE S04°25'11"E, 183.02 FEET TO A POINT 95 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 21+92.53; THENCE S00°17'54"W, 107.77 FEET TO A POINT 103 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 23+00; THENCE S02°19'21"E, 105.04 FEET TO A POINT 106 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 24+05; THENCE S12°54'49"E, 197.13 FEET TO A POINT 75.31 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 25+95.73; THENCE S16°15'12"W, 103.13 FEET TO A POINT 110 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 27+00; THENCE S03°37'42"E, 312.62 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 22 WEST, SAID POINT BEING 85 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 30+18.85; THENCE S89°01'51"E ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, 35.00 FEET TO A POINT 50 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 30+18.36; THENCE LEAVING SAID SOUTH LINE, N01°46'14"E, 181.65 FEET TO A POINT 50 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 28+36.72; THENCE NORTHERLY THROUGH A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 5°43'46" AND A RADIUS OF 1950.00 FEET, AN ARC DISTANCE OF 195.00 FEET TO A POINT 50 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 26+36.72; THENCE N03°57'32"W, 366.40 FEET TO A POINT 50 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 22+70.32; THENCE N05°45'49"W, 170.41 FEET TO A POINT 57.45 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 21+02.55; THENCE N02°23'32"W, 92.68 FEET TO A POINT 61.17 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 20+12.60; THENCE N01°55'42"E, 205.52 FEET TO A POINT 61 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 18+07.86; THENCE N47°02'18"W, 104.69 FEET TO A POINT 49.5 FEET RIGHT OF REPUBLIC ROAD CENTER LINE STATION 18+54.28; THENCE N89°47'48"W, 180.13 FEET TO A POINT 49.5 FEET RIGHT OF REPUBLIC ROAD CENTER LINE STATION 16+74.10; THENCE N85°13'22"W, 114.17 FEET TO A POINT 40.40 FEET RIGHT OF REPUBLIC ROAD CENTER LINE STATION 15+60.34; THENCE

N89°29'25"W, 121.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 66,480 SQUARE FEET (1.53 ACRES), MORE OR LESS, OF PERPETUAL DRAINAGE EASEMENT.

TO HAVE AND TO HOLD said Easement Area for the purpose of constructing and maintaining an open or enclosed drainage system or for such other purposes hereinabove set out, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto said Grantee, and unto its successors and assigns, forever; said Grantor hereby covenanting on its part and on behalf of its successors and assigns that said Grantor is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that said Grantor has good right to convey the easement interest stated herein; that the said premises are free and clear of any encumbrances done or suffered by Grantor or those under whom Grantor claims; and that said Grantor will warrant and defend the title to the Easement Area unto said Grantee and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year.

Said Grantor further covenants on its part and on behalf of its successors and assigns that said Grantor will not cause any improvements to be erected on the Easement Area herein conveyed without the express approval of Grantee, including but not limited to the following:

No drainage improvements or collection facilities shall be constructed within the Easement Area without the approval and consent of Grantee.

No buildings, structures, fill, rock or other materials shall be placed within the Easement Area, nor shall the drainage pattern be otherwise altered by raising or lowering the elevation of the land encumbered by the easement in any manner which shall impede or divert the passage of storm water or surface water from the point of its entry into the Easement Area from the higher adjoining property to the point of its discharge therefrom into the lower adjoining property.

Grantor, its successors and assigns, agree to maintain the Easement Area and in a functional condition and shall have full and complete responsibility for repair and maintenance of the easement, including mowing, and removal of brush and debris or any other accumulated materials which interfere with the operation of the stormwater conveyance system, but excluding the responsibility for the repair and/or maintenance of any stormwater conveyance system improvements now or hereafter located thereon. If Grantor, or Grantor's successors or assigns shall fail to maintain the Easement Area or alterations made by such persons, in a reasonably functional condition, Grantee may enter the Property and do all things necessary to restore and maintain the Easement Area, the reasonable cost of which work shall be a personal obligation and liability of the then owner of the tract subject to this easement, and upon the recording of a statement thereof with the Recorder of Deeds, shall also constitute a lien against said Property which shall run with the land until satisfied and released.

The foregoing covenants shall run with the land and are binding upon Grantor and Grantor's successors and assigns.

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, and Grantor's successors and assigns, restore the Easement Area as nearly as reasonably possible to the same condition in which it existed immediately prior to any construction activity as may be done thereon and therein from time to time, all within a reasonable time thereafter; Grantee further covenanting in this regard that it will, among other things; (1) insofar as reasonably possible cause any excavation upon the Easement Area to be backfilled and graded to the original grade or as shown on the proposed engineering plans; (2) remove, insofar as reasonably possible, all debris resulting from construction; (3) cause the re-seeding of any disturbed

area; (4) 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, or retaining wall damaged or destroyed by construction.

The easement shall also confer on Grantee the right to trim and/or remove all trees, shrubs, bushes, plantings, and other vegetation located within the Easement Area.

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

The easement granted in this indenture is limited to the uses and purposes herein before expressed and for no other purpose whatsoever.

[SIGNATURE PAGES FOLLOW]

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

GRANTOR

**4G'S INVESTMENTS-C, LLC, A MISSOURI
LIMITED LIABILITY COMPANY**

By: Ernest W. Giddens

Name: Ernest W. Giddens

Title: Manager

ACKNOWLEDGEMENT OF LIMITED LIABILITY

STATE OF MISSOURI)

)

COUNTY OF GREENE)

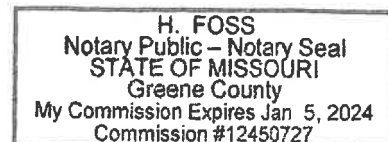
On this 29 day of December, 2020, before me, a Notary Public in and for said state, personally appeared Ernest W. Giddens, to me personally known, who, being by me duly sworn did say that he is the Manager of 4G's Investments-C, LLC, a Limited Liability Company of the State of Missouri, and that said document was signed on behalf of said Limited Liability Company by authority of its Manager and said Manager acknowledged said document to be the free act and deed of said Limited Liability Company 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.

"Notary Seal"

Notary Public: H. FOSS

Type Name: H. FOSS



ACCEPTED BY:

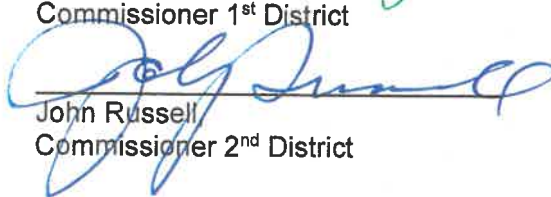
Greene County Commission



Bob Dixon,
Presiding Commissioner



Harold Bengsch,
Commissioner 1st District



John Russell
Commissioner 2nd District

Ex 4

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made this 29th day of December, 2020, by and between **4G's Investments-C, LLC, a Missouri limited liability company** ("Grantor") and **Greene County, State of Missouri**, ("Grantee"). The mailing address of Grantor is 11357 West State Highway TT, Republic, Missouri 65738. The mailing address of Grantee is Greene County Courthouse, 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 these presents grant, bargain and sell, convey and confirm unto the said Grantee, its successors and assigns, the following described interest in real estate:

PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 22 WEST IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, THE GRANTOR'S LAND AS DESCRIBED IN BOOK 2485, PAGE 1333 AT THE GREENE COUNTY RECORDER'S OFFICE, SAID RIGHT OF WAY HEREINAFTER DESCRIBED WITH REFERENCE TO THE SURVEYED CENTER LINE OF REPUBLIC ROAD AND THE SURVEYED CENTER LINE OF KANSAS EXPRESSWAY AS ESTABLISHED FOR THE KANSAS EXPRESSWAY EXTENSION PROJECT.

THE SURVEYED CENTER LINE OF REPUBLIC ROAD IS DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHEAST CORNER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 22 WEST; THENCE N89°09'33"W, 2428.26 FEET TO REPUBLIC ROAD CENTER LINE STATION 10+00 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE S89°47'48"E, 995.80 FEET TO REPUBLIC ROAD CENTER LINE STATION 19+95.80 AT KANSAS EXPRESSWAY CENTER LINE STATION 16+85.39; THENCE CONTINUING S89°47'48"E, 694.12 FEET TO REPUBLIC ROAD CENTER LINE STATION 26+89.92 FOR THE POINT OF TERMINATION.

THE SURVEYED CENTER LINE OF KANSAS EXPRESSWAY IS DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHEAST CORNER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 22 WEST; THENCE N88°28'33"W, 1432.51 FEET TO KANSAS EXPRESSWAY CENTER LINE STATION 16+79.39 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED

HEREIN; THENCE S01°55'42"W, 307.64 FEET TO CENTER LINE STATION 19+87.03; THENCE SOUTHERLY THROUGH A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 5°53'14" AND A RADIUS OF 2000.00 FEET, AN ARC DISTANCE OF 205.50 FEET TO CENTER LINE STATION 21+92.53; THENCE S03°57'32"E, 444.19 FEET TO CENTER LINE STATION 26+36.72; THENCE SOUTHERLY THROUGH A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 5°43'46" AND A RADIUS OF 2000.00 FEET, AN ARC DISTANCE OF 200.00 FEET TO CENTER LINE STATION 28+36.72; THENCE S01°46'14"W, 1234.37 FEET TO CENTER LINE STATION 40+71.09; THENCE SOUTHEASTERLY THROUGH A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 46°46'11" AND A RADIUS OF 1200.00 FEET, AN ARC DISTANCE OF 979.54 FEET TO CENTER LINE STATION 50+50.63; THENCE S44°59'57"E, 986.86 FEET TO CENTER LINE STATION 60+37.49; THENCE SOUTHEASTERLY THROUGH A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 47°23'30" AND A RADIUS OF 1100.00 FEET, AN ARC DISTANCE OF 909.85 FEET TO CENTER LINE STATION 69+47.34; THENCE S02°23'33"W, 523.86 FEET TO CENTER LINE STATION 74+71.20 FOR THE POINT OF TERMINATION, SAID POINT LYING S88°32'13"E, 78.51 FEET FROM THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 28 NORTH, RANGE 22 WEST.

A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 44.74 FEET RIGHT OF REPUBLIC ROAD CENTER LINE STATION 14+38.62, SAID POINT BEING ON THE WEST LINE OF GRANTOR'S LAND; THENCE LEAVING SAID WEST LINE, S89°29'25"E, 81.72 FEET TO A POINT 45.18 FEET RIGHT OF REPUBLIC ROAD CENTER LINE STATION 15+20.34; THENCE S70°54'51"E, 121.49 FEET TO A POINT 84.5 FEET RIGHT OF REPUBLIC ROAD CENTER LINE STATION 16+35.29; THENCE S89°47'48"E, 239.01 FEET TO A POINT 84.5 FEET RIGHT OF REPUBLIC ROAD CENTER LINE STATION 18+74.31; THENCE S43°56'03"E, 31.74 FEET TO A POINT 96.12 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 17+95.62; THENCE S03°59'13"W, 224.55 FEET TO A POINT 104.44 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 20+18.38; THENCE S04°25'11"E, 183.02 FEET TO A POINT 95 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 21+92.53; THENCE S00°17'54"W, 107.77 FEET TO A POINT 103 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 23+00; THENCE S02°19'21"E, 105.04 FEET TO A POINT 106 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 24+05; THENCE S12°54'49"E, 197.13 FEET TO A POINT 75.31 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 25+95.73; THENCE S16°15'12"W, 103.13 FEET TO A POINT 110 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 27+00; THENCE S03°37'42"E, 312.62 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 22 WEST, SAID POINT BEING 85 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 30+18.85; THENCE N89°01'51"W ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, 10.03 FEET TO A POINT 95.03 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 30+18.99; THENCE LEAVING SAID SOUTH LINE, N03°37'42"W, 313.57 FEET TO A POINT 120.03 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 26+98.72; THENCE N16°15'12"E, 102.28 FEET TO A POINT 85.60 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 25+98.26; THENCE N12°54'49"W, 195.46 FEET TO A POINT 116.02 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 24+05.64; THENCE N02°19'21"W, 106.20 FEET TO A POINT 112.99 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 22+99.49; THENCE N00°17'54"E, 107.58 FEET TO A POINT 105 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 21+92.21; THENCE N04°25'11"W, 183.34 FEET TO A POINT 114.47

FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 20+18.59; THENCE N03°59'13"E, 220.84 FEET TO A POINT 106.27 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 17+99.70; THENCE N43°56'03"W, 23.07 FEET TO A POINT 94.5 FEET RIGHT OF REPUBLIC ROAD CENTER LINE STATION 18+70.08; THENCE N89°47'48"W, 236.45 FEET TO A POINT 94.5 FEET RIGHT OF REPUBLIC ROAD CENTER LINE STATION 16+33.63; THENCE N70°54'51"W, 105.82 FEET TO A POINT 60.25 FEET RIGHT OF REPUBLIC ROAD CENTER LINE STATION 15+33.50; THENCE N89°29'25"W, 95.33 FEET TO A POINT ON THE WEST LINE OF GRANTOR'S LAND, SAID POINT BEING 59.74 FEET RIGHT OF REPUBLIC ROAD CENTER LINE STATION 14+38.17; THENCE N01°56'22"E ALONG THE WEST LINE OF GRANTOR'S LAND, 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 17,426 SQUARE FEET (0.40 ACRE), MORE OR LESS, OF TEMPORARY CONSTRUCTION EASEMENT.

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 in connection with Kansas Expressway improvements, including the right to park vehicles and to store tools, equipment, materials supplies and machinery. Grantor warrants that it has good title to the property and the right to convey the easement interest stated herein, and Grantor agrees 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 as shown on the proposed engineering plans; (2) remove, insofar as reasonably possible, all debris resulting from construction; (3) cause the re-seeding of any disturbed area; (4) 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, or retaining wall damaged or destroyed by construction.

The easement shall also confer on Grantee the right to trim and/or remove all trees, shrubs, bushes, plantings, and other vegetation located within the Temporary Easement Area.

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 three years from the date notice to proceed is issued by the Grantee for construction to begin, or upon the expiration of six (6) month 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 Grantee herein.

Exhibit "B" depicts the general location of the easement area and is for illustrative purposes only.

[SIGNATURE PAGES FOLLOW]

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

GRANTOR

4G'S INVESTMENTS-C, LLC, A MISSOURI
LIMITED LIABILITY COMPANY

By: Ernest W. Giddens

Name: Ernest W. Giddens

Title: Manager

ACKNOWLEDGEMENT OF LIMITED LIABILITY

STATE OF MISSOURI)

)

COUNTY OF GREENE)

On this 29 day of December, 2020, before me, a Notary Public in and for said state, personally appeared Ernest W. Giddens, to me personally known, who, being by me duly sworn did say that he is the Manager of 4G's Investments, LLC, a Limited Liability Company of the State of Missouri, and that said document was signed on behalf of said Limited Liability Company by authority of its Manager and said Manager acknowledged said document to be the free act and deed of said Limited Liability Company 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.

"Notary Seal"

H. Foss

Notary Public:

Type Name:

H. FOSS
Notary Public - Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Jan. 5, 2024
Commission #12450727

ACCEPTED BY:

Greene County Commission



Bob Dixon,
Presiding Commissioner



Harold Bengsch,
Commissioner 1st District



John Russell,
Commissioner 2nd District