

SEPTEMBER 27, 2011- MAIL-IN ELECTION  
CANVASS

QUESTION NO. 1

SHALL THE HIGHLANDVILLE COMMUNITY IMPROVEMENT DISTRICT IMPOSE A SALES TAX OF ONE (1 %) PERCENT ON ALL RETAIL SALES WITHIN THE DISTRICT FOR A PERIOD OF THIRTY (30) YEARS FROM THE DATE ON WHICH THE TAX IS FIRST IMPOSED FOR THE PURPOSE OF PROVIDING REVENUE TO PAY THE COSTS OF MAKING PUBLIC IMPROVEMENTS, REPAY BONDS OR NOTES ISSUED TO FUND THE COSTS OF PUBLIC IMPROVEMENTS, PLEDGE SUCH REVENUE FOR THE REPAYMENT OF SUCH BONDS OR NOTES, FUND OTHER NECESSARY IMPROVEMENTS WITHIN THE DISTRICT AND TO FUND THE COSTS OF OPERATION OF THE DISTRICT?

YES 411 Total 5

NO \_\_\_\_\_ Total \_\_\_\_\_

QUESTION NO 2

SHALL THE HIGHLANDVILLE COMMUNITY IMPROVEMENT DISTRICT IMPOSE A TAX ON REAL ESTATE IN THE DISTRICT FOR A PERIOD OF THIRTY (30) YEARS FROM THE DATE ON WHICH THE TAX IS FIRST IMPOSED OF ONE ( \$1.00 ) DOLLAR PER ONE ( \$100.00) HUNDRED DOLLARS ASSESSED VALUATION ON ALL REAL ESTATE LOCATED WITHIN THE DISTRICT FOR THE PURPOSE OF PROVIDING REVENUE TO PAY THE COSTS OF MAKING PUBLIC IMPROVEMENTS, REPAY BONDS OR NOTES ISSUED TO FUND THE COSTS OF PUBLIC IMPROVEMENTS, PLEDGE SUCH REVENUE FOR THE REPAYMENT OF SUCH BONDS OR NOTES, FUND OTHER NECESSARY IMPROVEMENTS WITHIN THE DISTRICT AND TO FUND THE COSTS OF OPERATION OF THE DISTRICT?

YES 411 Total 5

NO \_\_\_\_\_ Total \_\_\_\_\_

Marian Matthews  
Marian Matthews  
Republican Judge

Lisa Russell  
Lisa Russell  
Democratic Judge

SEPTEMBER 27, 2011  
ELECTION CERTIFICATION

Official results of the September 27, 2011 Mail-In Election by the Highlandville Community Improvement District, located at the intersection of Ellingsworth Lane on the West and Kentling Avenue on the East in the City of Highlandville, Missouri.

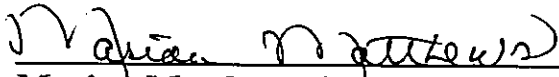
QUESTION 1  
SALES TAX

Number of Ballots Cast	5
Number of Ballots Voting "Yes"	<u>5</u>
Number of Ballots Voting "No"	—

QUESTION 2  
REAL ESTATE TAX

Number of Ballots Cast	5
Number of Ballots Voting "Yes"	<u>5</u>
Number of Ballots Voting "No"	—

We, the two (2) election judges appointed by the County Clerk of Christian County, Missouri, do hereby certify that we canvassed the ballots cast for the Highlandville Community Improvement District Mail-In Election held in Christian County, Missouri on September 27, 2011.



Marian Matthews, Republican Election Judge

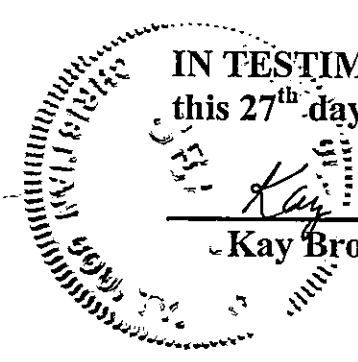


Lisa Russell, Democratic Election Judge

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal  
this 27<sup>th</sup> day of September 2011.



Kay Brown Christian County Clerk/Election Authority



KAY BROWN



100 W. CHURCH ROOM 206  
OZARK, MO 65721  
Phone: 581-6360 Fax: 581-8331

September 12, 2011

Dear Voter:

Enclosed please find your ballot for the September 27, 2011, Highlandville Community Improvement District compromises estimated 35 acres lying on both the west and east side of U.S. Highway 160 in the City of Highlandville, Missouri at the intersection of Ellingworth Lane on the west and Kentling Avenue on the east in the City of Highlandville, Missouri.

- 1) Cast your vote per the instructions on the ballot.
- 2) Place it in the small secrecy envelope enclosed and seal.
- 3) Place the Secrecy envelope in the larger envelope that has the affidavit on the back. **Sign the affidavit located on the back of the absentee return envelope, IN THE PRESENCE OF A NOTARY** and seal the envelope.
- 4) Place the signed and notarized envelope in the larger self addressed and pre-stamped envelope and mail to:

Kay Brown, Christian County Clerk,  
100 West Church, Room 206  
Ozark, Missouri 65721

Mail-in ballots shall be returned to my office in person, or by depositing the ballot in the United States mail and must arrive in my office no later than 7:00 pm on September 27, 2011, to be counted. There will be no absentee Saturday voting due to the type of election. However if you find that you must hand deliver your ballot, please give my office a call at 417-581-6360, and I will make arrangements to keep the office open on Saturday, September 24, 2011, for your delivery.

If I can be of further assistance please give me a call.

Sincerely,

Kay Brown

**OFFICIAL BALLOT FOR THE  
HIGHLANDVILLE COMMUNITY IMPROVEMENT DISTRICT**

**INSTRUCTION TO VOTERS:**

If you are in favor of the question, place an "X" in the box opposite "YES."  
If you are opposed to the question, place an "X" in the box opposite "NO."

**QUESTION NO. 1**

SHALL THE HIGHLANDVILLE COMMUNITY IMPROVEMENT DISTRICT IMPOSE A SALES TAX OF ONE (1 %) PERCENT ON ALL RETAIL SALES WITHIN THE DISTRICT FOR A PERIOD OF THIRTY (30) YEARS FROM THE DATE ON WHICH THE TAX IS FIRST IMPOSED FOR THE PURPOSE OF PROVIDING REVENUE TO PAY THE COSTS OF MAKING PUBLIC IMPROVEMENTS, REPAY BONDS OR NOTES ISSUED TO FUND THE COSTS OF PUBLIC IMPROVEMENTS, PLEDGE SUCH REVENUE FOR THE REPAYMENT OF SUCH BONDS OR NOTES, FUND OTHER NECESSARY IMPROVEMENTS WITHIN THE DISTRICT AND TO FUND THE COSTS OF OPERATION OF THE DISTRICT?

YES  
 NO

**QUESTION NO 2**

SHALL THE HIGHLANDVILLE COMMUNITY IMPROVEMENT DISTRICT IMPOSE A TAX ON REAL ESTATE IN THE DISTRICT FOR A PERIOD OF THIRTY (30) YEARS FROM THE DATE ON WHICH THE TAX IS FIRST IMPOSED OF ONE ( \$1.00 ) DOLLAR PER ONE ( \$100.00) HUNDRED DOLLARS ASSESSED VALUATION ON ALL REAL ESTATE LOCATED WITHIN THE DISTRICT FOR THE PURPOSE OF PROVIDING REVENUE TO PAY THE COSTS OF MAKING PUBLIC IMPROVEMENTS, REPAY BONDS OR NOTES ISSUED TO FUND THE COSTS OF PUBLIC IMPROVEMENTS, PLEDGE SUCH REVENUE FOR THE REPAYMENT OF SUCH BONDS OR NOTES, FUND OTHER NECESSARY IMPROVEMENTS WITHIN THE DISTRICT AND TO FUND THE COSTS OF OPERATION OF THE DISTRICT?

YES  
 NO

# APPLICATION FOR REPLACEMENT MAIL-IN BALLOT

State of Missouri }  
County of Christian } SS

I \_\_\_\_\_, declare that I am a resident and a properly registered voter residing at

\_\_\_\_\_  
*Residence Address* *City*

I further declare that my ballot was: (check one)

- |                                    |                                       |
|------------------------------------|---------------------------------------|
| <input type="checkbox"/> Destroyed | <input type="checkbox"/> Lost         |
| <input type="checkbox"/> Spoiled   | <input type="checkbox"/> Not received |

and that I will not vote more than one (1) ballot in this election.

\_\_\_\_\_  
*Telephone Number* *Date of Birth*

I wish my replacement ballot to be sent to the address listed below:

\_\_\_\_\_  
*Address* *City* *State* *Zip*

\_\_\_\_\_  
*Signature of Voter*

Subscribed and sworn to (affirmed)  
before me, this \_\_\_\_\_ day of 20\_\_\_\_

\_\_\_\_\_  
*Notary Public or other officer*  
*Authorized to administer oaths*

My commission expires \_\_\_\_\_

(SEAL)

**RETURN THIS COMPLETED FORM TO:**  
Kay Brown, Christian County Clerk  
100 West Church, Room 206  
Ozark, Missouri 65721

**For Office Use Only**

Date Application Received \_\_\_\_\_

Date replacement  
ballot was mailed  
or delivered \_\_\_\_\_

HIGHLANDVILLE COMMUNITY IMPROVEMENT DISTRICT  
SALES TAX ISSUE AND REAL ESTATE ASSESSMENT ISSUE

September 27, 2011, Mail-In Election

State of Missouri, County of Christian

I hereby declare under the penalty of perjury that I am a qualified voter and the owner of real property in the Highlandville Community Improvement District pursuant to the real property tax records of the County Assessor, I have voted the enclosed ballot and am returning it in compliance with Section 115.650 to 115.660, RSMO, have not and will not vote more than one ballot in this election.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Real Property Owner  
If Signer is Different from Owner

\_\_\_\_\_  
State Basis of Legal Authority To Sign

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Real Property Owner if  
Signer is Different from Owner

\_\_\_\_\_  
State Basis of Legal Authority To Sign

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_ day of \_\_\_\_\_

2011, before me, a Notary  
Public in and for said State  
personally

\_\_\_\_\_,  
known to me to be the person who  
executed the same for the purposes  
therein stated.

\_\_\_\_\_  
Commission Expires

I hereby declare under the penalty of perjury that I am a qualified voter and the owner of real property in the Highlandville Community Improvement District pursuant to the real property records of the County Assessor, I have voted the enclosed ballot and am returning it in compliance with Section 115.650 to 115.660 RSMO, have not and will not vote more than one ballot in this election.

I also understand failure to complete the information below will invalidate my ballot.

I am the authorized Co-Owner of the parcels identified as # 19-.07-25-1-2-26, # 18-0.9-3-1.001 and # 18-0.9-30-2-3-1.002. I, Nancy Stanage, the wife of Doug Stanage, the Co-Owner of the property listed above and duly authorized to take such actions and execute such instruments for carrying on business and affairs as necessary.

Signature: \_\_\_\_\_  
Nancy Stanage, Property Owner

Mrs. Nancy Stanage  
1455 N. Nicholas Road  
Nixa, MO. 65714

Parcel Identification Number  
# 19-0.7-25-1-2-26  
# 18-0.9-30-2-3-1.001  
# 18-0.9-30-2-3-1.002

State of Missouri     )  
                              ) ss.  
County of Christian    )

Subscribed and sworn to before me, a Notary Public in and for State, this \_\_\_\_\_ day of September, 2011.

\_\_\_\_\_  
Notary Public

Expiration Date \_\_\_\_\_

I hereby declare under the penalty of perjury that I am a qualified voter and the owner of real property in the Highlandville Community Improvement District pursuant to the real property tax records of the County Assessor, I have voted the enclosed ballot and am returning it in compliance with Section 115.650 to 115.660, RSMO, have not and will not vote more than one ballot in this election.

I also understand failure to complete the information below will invalidate my ballot

I am the authorized Trustee of The Revocable Inter Vivos Agreement of Earl E. Bilyeu and duly authorized to take such actions and execute such instruments for carrying on business and affairs as necessary for the following parcels of land:

- # 19-0.6-24-0-0-19
- # 19-0.7-25-1-2-26
- # 18-0.9-30-2-3-4

Signature: \_\_\_\_\_  
Trustee of The Revocable Inter Vivos Agreement of Earl E. Bilyeu Dated; Set. 1, 1989

\_\_\_\_\_  
Trustee, of The Revocable Inter Vivos Agreement  
Of Earl E. Bilyeu

Earl E. Bilyeu  
P.O. Box 382  
Nixa, Mo. 65714

Parcel Identification Number  
# 19-0.6-24-0-0-19  
# 19-0.7-25-1-2-26  
# 18-0.9-30-2-3-4

State of Missouri            )  
  ) ss.  
County of Christian         )

Subscribed and sworn to before me, a Notary Public in and for said State, this \_\_\_\_\_  
Day of September, 2011.

\_\_\_\_\_  
Notary Public



I hereby declare under the penalty of perjury that I am a qualified voter and the owner of real property in the Highlandville Community Improvement District pursuant to the real property tax records of the County Assessor, I have voted the enclosed ballot and am returning it in compliance with Section 115.650 to 115.660, RSMO, have not and will not vote more than one ballot in this election.

I also understand failure to complete the information below will invalidate my ballot

I, Tamara Kay Slentz, authorized Owner of the following parcel # 18-0.9-30-2-3-6.001, and duly authorized to take such actions and execute such instruments to carry on business and affairs as necessary.

Signature: \_\_\_\_\_  
Tamara Kay Slentz, a married person

Tamara Kay Slentz  
119 Highlandville Road  
Highlandville, MO. 65714

Parcel Identification Number  
#18-0.9-30-2-3-6.001

State of Missouri            )  
  ) ss.  
County of Christian         )

Subscribed and sworn to before me, a Notary Public in and for said State, this \_\_\_\_\_  
Day of September, 2011.

\_\_\_\_\_  
Notary Public

I hereby declare under the penalty of perjury that I am a qualified voter and the owner of real property in the Highlandville Community Improvement District pursuant to the real property tax records of the County Assessor, I have voted the enclosed ballot and am returning it in compliance with Section 115.650 to 115.660, RSMO, have not and will not vote more than one ballot in this election.

I also understand failure to complete the information below will invalidate my ballot

I am the authorized Co-Owner of the parcels identified as: # 19-0.7-25-1-2-26, #18-0.9-30-2-3-1.001 and #18-0.9-30-2-3-1.002. I, Doug Stanage, husband of Nancy Stanage, the co-owner of the property and duly authorized to take such actions and execute such instruments for carrying on business and affairs as necessary.

Signature: \_\_\_\_\_  
Doug Stanage

Property Owner

Doug Stanage  
1455 Nicholas  
Nixa, Mo. 65714

Parcel Identification Number  
# 19-0.7-25-1-2-26  
#18-0.9-30-2-3-1.001  
#18-0.9-30-2-3-1.002

State of Missouri            )  
  ) ss.  
County of Christian        )

Subscribed and sworn to before me, a Notary Public in and for said State, this \_\_\_\_\_  
Day of September, 2011.

\_\_\_\_\_  
Notary Public

I hereby declare under the penalty of perjury that I am a qualified voter and the owner of real property in the Highlandville Community Improvement District pursuant to the real property tax records of the County Assessor, I have voted the enclosed ballot and am returning it in compliance with Section 115.650 to 115.660, RSMO, have not and will not vote more than one ballot in this election.

I also understand failure to complete the information below will invalidate my ballot

I am the authorized Co-Owner of the parcels identified as: # 19-0.7-25-1-2-26, 18-0.9-30-2-3-1.001 and 18-0.9-30-2-3-1.002. I, Nancy Stanage, the wife of Doug Stanage, the Co-Owner of the property listed above and duly authorized to take such actions and execute such instruments for carrying on business and affairs as necessary.

Signature: \_\_\_\_\_  
Nancy Stanage

---

Property Owner

Nancy Stanage  
1455 Nicholas  
Nixa, Mo. 65714

Parcel Identification Number  
# 19-0.7-25-1-2-26,  
#18-0.9-30-2-3-1.001,  
#18-0.9-30-2-3-1.002,

State of Missouri            )  
  ) ss.  
County of Christian         )

Subscribed and sworn to before me, a Notary Public in and for said State, this \_\_\_\_\_  
Day of September, 2011.

\_\_\_\_\_  
Notary Public

## INDEX TO PROPERTY OWNERS

- PARCEL #1:** OWNER: The Revocable Inter Vivos Agreement of Earl E. Bilyeu, Dated September 1, 1989  
P.O. Box 382  
Nixa, MO. 65714 ASSESSED VALUE: \$370  
CHRISTIAN COUNTY TAX PARCEL # 19-0.6-24-0-0-19- 18.2 ACRES as shown on the Christian County Assessor's Map #18-04-19-03.
- PARCEL #2:** OWNER: The Revocable Inter Vivos Agreement of Earl E. Bilyeu; Earl E. Bilyeu Trustee and Doug Stanage, and Nancy Stanage  
1455 Nicholas  
Nixa, MO 65714 ASSESSED VALUE: \$160  
CHRISTIAN COUNTY TAX PARCEL #19-0.7-25-1-2-26 8.31 ACRES as shown on the Christian County Assessor's Maps # 18-04-19-03
- PARCEL #3:** OWNER: Earl E. Bilyeu, Doug Stanage, and Nancy Stanage  
1455 Nicholas  
Nixa, MO 65714 ASSESSED VALUE: \$1,900  
CHRISTIAN COUNTY TAX PARCEL #18-0.9-30-2-3-1.001 0.749 ACRES as shown on the Christian County Assessor's Map # 18-04-19-03.
- PARCEL #4:** OWNER: Earl E. Bilyeu, Doug Stanage, and Nancy Stanage  
1455 Nicholas  
Nixa, MO 65714 ASSESSED VALUE: \$1,520  
CHRISTIAN COUNTY PARCEL # 18-0.9-30-2-3-1.002 0.577 Acres as shown on the Christian County Assessor's Map #18-04-19-03.
- PARCEL #5:** OWNER: The Revocable Inter Vivos Agreement of Earl E. Bilyeu, Dated September 1, 1989  
P.O. Box 382  
Nixa, MO. 6571 ASSESSED VALUE: \$20,100  
CHRISTIAN COUNTY TAX PARCEL #18-0.9-30-2-3-4 4.4 ACRES as shown on the Christian County Assessor's Map # 18-04-19-03
- PARCEL #6:** OWNER: Tamara Kay Slentz, a married person  
119 Highlandville Road  
Highlandville, MO 65669 ASSESSED VALUE: \$1,900  
CHRISTIAN COUNTY PARCEL NUMBER: 18-0.9-30-2-3-6.001 .75 acres as shown on the Christian County Assessor's Map # 18-04-19-03.

100% of the Property owners and 100% of the owners of the total assessed value of the district have signed the petition.

# Gross & Associates



2131 West Republic Road, PMB #323 ♦ Springfield, MO 65807

Email [grossasc@mowisp.net](mailto:grossasc@mowisp.net)

Darrell Gross – Office/Cell – 417-425-9460  
888-790-1288 FAX

July 18, 2011

Kay Brown  
Christian County Clerk  
100 West Church Street, Room 206  
County Court House  
Ozark, MO 65721

**RE: MAIL-IN-ELECTION-HIGHLANDVILLE COMMUNITY IMPROVEMENT DISTRICT**

Dear MS. Brown,

Enclosed, please find a resolution and request by the Board of Directors of the Highlandville Community Improvement District for a mail-in-ballot election for a combined sales tax and property tax within the District. The District was created by the City of Highlandville on July 12, 2011 by Ordinance # 154. I have listed the documents which I have enclosed. I know you are familiar with mail-in-ballot elections, but for your convenience I have enclosed copies of state statutes and the code of state regulations governing them. You already have a mail in election plan for the County.

1. RESOLUTION OF BOARD REQUESTING ELECTION.& CERTIFIED NOTICE OF ELECTION
2. ORIGINAL COPY OF NOTICE OF ELECTION
3. COPY OF ORDINANCE ESTABLISHING CID WITH PETITION ATTACHED
4. LIST OF PROPERTY OWNERS WITH ADDRESSES AND LEGAL DESCRIPTION.
5. COPY OF STATE STATUES GOVERNING MAIL-IN-ELECTIONS

The Election date is set for September 27, 2011 based on the ten weeks required from notice. Following is a list of dates and actions that will be required.

1. August 29, 2011: Confirm ownership of property within District.
2. Publish week of September 12<sup>th</sup> and week of September 13<sup>th</sup> notice of election.
3. August 16 mail out ballots.
4. September 27 conduct election.

Please be advised that the District will be responsible for all election cost, thus please bill the District. The address is 129 Sherman Way, Nixa, MO 65714. I am the consultant for the District and if you have any question please feel free to call me. I wanted to bring to your attention the property ownership of the District. There are five voters as I see the ownership. There is property that is owned by three individuals, jointly, thus they are considered property owners under the CID statutes as I read it. One property owner is a Trust, thus the Trustee would vote, and then one piece is owned by and individual. If you would like copies of any of the above information and forms sent to you electronically please email me with you email address and I will forward them to you.

Sincerely,

*Darrell Gross*  
Darrell Gross.

Enclosures

SENT BY ELECTRONIC TRANSMISSION-JULY 18, 2011

**RESOLUTION 2011-02**

**LEVYING A SALES TAX ON ALL RETAIL SALES MADE IN THE HIGHLANDVILLE COMMUNITY IMPROVEMENT DISTRICT (THE "DISTRICT") WHICH ARE SUBJECT TO TAXATION PURSUANT TO SECTIONS 144.010 TO 144.525 RSMO, EXCEPT SALES OF MOTOR VEHICLES, TRAILERS, BOATS OR OUTBOARD MOTORS AND SALES TO PUBLIC UTILITIES WITHIN SUCH DISTRICT; AND LEVYING A TAX ON REAL ESTATE LOCATED WITHIN THE DISTRICT; ESTABLISHING THE RATES FOR SUCH TAXES; PROVIDING FOR THE SUBMISSION OF THE TAXES TO THE QUALIFIED VOTERS OF THE DISTRICT FOR THEIR APPROVAL AT THE ELECTION TO BE HELD IN SAID DISTRICT; AND SUBMITTING THE RESOLUTION TO THE CHRISTIAN COUNTY CLERK REQUESTING AN ELECTION BE HELD**

**WHEREAS**, the Board of Aldermen of the City of Highlandville, Missouri (the "City") duly adopted Ordinance # 154 on July 12, 2011 acting on a petition filed by owners of real property (the "Petition") within the Highlandville Community Improvement District (the "District") and approved the creation within the City of the District; and

**WHEREAS**, the District is a body corporate and political subdivision created under and exercising the authority granted by the Community Improvement District Act contained in Sections 67.1401 to 67.1571, Revised Statutes of Missouri, as amended (the "Act"); and

**WHEREAS**, the Petition provides for the sales tax of the District (the "Sales Tax") and a tax on real estate located within the District (the "Real Estate Tax") (the Sales Tax and the Real Estate Tax collectively herein the "CID Taxes"); and

**WHEREAS**, under the provisions of Section 67.1545 and Section 67.1531 of the Act, this Resolution shall not be final nor shall the Sales Tax levied or the Real Estate Taxes levied take effect until the Sales Tax and the Real Estate Tax respectively authorized by this Resolution have been submitted to and approved by the affirmative vote of the qualified voters of the District, by mail in ballot; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HIGHLANDVILLE COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:**

**Section 1. Findings.** It is hereby found and determined that to accomplish the purposes for which the District was established, it is necessary to impose the CID Taxes set forth in the Petition and authorized by the Act. It is further hereby found and determined that the Agreement is in furtherance of the public purposes of the District under the Petition and as set forth in the Act.

**Section 2. Imposition of CID Taxes.**

(a) Pursuant to authority granted by and subject to the provisions of Section 67.1545 of the Act, a Sales Tax is imposed on sales made by retail businesses operating in the District for a period of fifty (50) years. The rate of Sales Tax shall be 1% on all retail sales made within the District except sales of motor vehicles, boats or outboard motors and sales to public utilities. The Sales Tax shall become effective as provided in Section 67.1545 of the Act and shall be collected as provided in such statute.

(b) Pursuant to authority granted by and subject to the provisions of Section 67.1531 of the Act, a Real Estate Tax is levied on real property and businesses operating in the District. The rate of Real Estate Tax shall be \$1.00 per one hundred dollars of assessed valuation for a period of fifty (50) years on all real estate located within the District. The Real Estate Tax shall become effective as provided in Section 67.1531 of the Act and shall be collected as provided in such statute.

qualified voters approve the Real Estate Tax, the County Collector of Christian County, Missouri shall collect the Real Estate Tax in the same manner and with the other real estate taxes collected in Christian County, Missouri. The collector having collected Real Estate Taxes shall, on or before the fifteenth day of each month (after deducting reasonable and actual costs of such collection but not to exceed one percent of the total amount collected) remit such collections to the District prior to the first day of the month. The District shall receipt for and deposit the collections in the District's Depository.

**Section 5. Approval of Ballot.** The District is hereby authorized, pursuant to the Act, to approve an election using a mail-in ballot, in the form of the Questions approved in Section 3 hereof, to all property owners and registered voters in the District for approval of the CID Taxes in the manner provided in the Act.

**Section 6. Submission of Resolution and Certification of Election Notice to County Clerk.** The Secretary is hereby directed to submit this Resolution fully executed to the County Clerk of Christian County, Missouri and request in writing that a mail-in election be held in accordance Sections 115.650 through 115.660 RSMO "The Mail Ballot Election Act", and submission of a certified copy of the legal Notice of Election in accordance with Section 115.125 (1) of the Missouri Revised Statutes, which is herein attached as Exhibit A of this Resolution. Notice is herein certified by the Board of Directors by adoption of this Resolution.

**Section 7. Effective Date.** This Resolution shall take effect and be in full force and effect immediately after its adoption by the Board of Directors of the District.

Approved at organizational meeting on July 15, 2011.

  
Chairman of the Board of Directors

Attested:   
Secretary of the Board of Directors



**BILL NO. 2011-03**

**ORDINANCE NO. 154**

**AN ORDINANCE OF THE CITY OF HIGHLANDVILLE, MISSOURI AUTHORIZING AND CREATING THE HIGHLANDVILLE COMMUNITY IMPROVEMENT DISTRICT AS A POLITICAL SUBDIVISION OF THE STATE OF MISSOURI AND APPOINT THE DIRECTORS OF SAID DISTRICT AS PROVIDED IN MISSOURI REVISED STATUTES SECTIONS 67.1401 THROUGH 67.1571.**

**WHEREAS**, the owners of real property within a proposed Community Improvement District has submitted a Petition for Creation of a District in accordance with Missouri Revised Statutes, Section 67.1421 to the City Clerk of the City of Highlandville, Missouri; and

**WHEREAS**, the City Clerk has verified the Petition in accordance with Missouri Revised Statutes, Section 67.1421, and certified that said Petition is in compliance with said Section; and

**WHEREAS**, The Board of Aldermen of the City of Highlandville, Missouri set and held a public hearing on July 12, 2011 in accordance with Missouri Revised Statutes, Section 67.1431; and

**WHEREAS**, The Board of Aldermen finds that the purpose of and need for the District will serve to further develop the economic and social welfare of the City.

**NOW THEREFORE**, be it ordained by the Board of Aldermen of the City of Highlandville, Missouri as follows:

**SECTION 1: ORDER OF CREATION:** The Board of Aldermen hereby orders the creation of the Highlandville Community Improvement District as a political subdivision of the State of Missouri in accordance with Missouri Revised Statutes Sections 67.1401 through 67.1571, for such term as is set forth in the Petition and grants all powers as provided in said Statutes and all powers and duties as requested within the Petition for Creation, which is herein attached to this Ordinance as "Exhibit A".

**SECTION 2: APPOINTMENT OF BOARD OF DIRECTORS:** The Board of Aldermen further confirms the appointment by the Mayor of the first Board of Directors as those individuals requested by the petitioners as the Districts suggested Board of Directors within the Petition for Creation, which is herein attached to this Ordinance as "Exhibit A" and authorizing the Mayor to make further appointments from qualified candidates subject to approval by the Board of Aldermen in compliance with the Petition and authorized by Missouri Revised Statutes, Section 67.1451. The Board of Aldermen finds that the appointments are eligible to serve as directors in accordance with Section 67.1451.

**SECTION 3: NOTIFICATION OF CREATION:** The Board of Aldermen further orders the City Clerk to notify the Missouri Department of Economic Development in accordance with Missouri Revised Statutes Section 67.1421 (6).




**SECTION 4: AFFECTIVE DATE OF CREATION:** The Board of Aldermen hereby establishes the date and time of creation of the Highlandville Community Improvement District as the date and time of the passage and approval of this Ordinance.

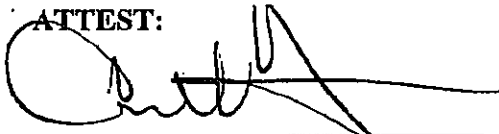
PASSED THIS 12<sup>th</sup> DAY OF July, 2011.

	AYE	NAY	ABSENT/ABSTAIN	
Alderman <u>Wheeler</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alderman <u>Gault</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alderman <u>Webster</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alderman <u>Gutlovics</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Alderman _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alderman _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

APPROVED THIS 12<sup>th</sup> DAY OF July, 2011.

  
Clint Ellingsworth, Mayor

ATTEST:

  
Cindy Hogshooter, City Clerk

**EXHIBIT A  
PETITION FOR CREATION OF THE HIGHLANDVILLE COMMUNITY IMPROVEMENT  
DISTRICT**

*Attached*



**EXHIBIT A  
NOTICE OF ELECTION**

I, Kay Brown, County Clerk of Christian County, Missouri, chief election authority for the same, do hereby cause to be published in a newspaper of general circulation in accordance with Missouri Revised Statutes 115.127 a notice of a special election to be conducted in accordance with Missouri Revised Statutes 115.650 through 115.660, known as the "Mail-in Election" statutes. All qualified voters shall be eligible to vote in said election in accordance with Missouri election laws as herein provided.

**NAME OF DISTRICT HOLDING ELECTION:** Highlandville Community Improvement District.

**GENERAL BOUNDARIES OF THE DISTRICT:** The Highlandville Community Improvement District comprises estimated 35 acres lying on both the west and east side of US Highway 160 in the City of Highlandville, Missouri at the intersection of Ellingsworth Lane on the west and Kentling Avenue on the east in the City of Highlandville, Missouri.

**TYPE OF TAX:** Two Questions will be on the ballot, one for imposing a sales tax and one for imposing a real property tax.

**RATE OF TAX:** The sales tax rate is 1% and the property tax rate is \$1.00 per \$100 of assessed value.

**DURATION AND PURPOSE OF TAX:** Both taxes shall have a duration of thirty (30) years and both shall be used for public improvements within the District, repay bonds or notes issued by the District, be pledged to secure repayment of such bonds or notes, fund other necessary improvements within the District, and fund the cost of operation of the District.

**DATE BALLOTS SHALL BE MAILED TO QUALIFIED VOTERS:** Ballots shall be mailed September 16, 2011.

**DATE OF ELECTION:** September 27, 2011.

**QUALIFIED VOTERS AS DEFINED WILL CONSIST OF EITHER OF THE FOLLOWING:**

1. Registered voters who reside within the District. In order to vote in said election said person must be registered voters pursuant to the records of the election authority and as provided in Section 115.137 Subsection 1 of the Missouri Revised Statutes as of the thirtieth day prior to the date of the election.
2. If no such registered voters reside in the District, the owners of real property located within the District pursuant to the tax records of the Christian County Clerk for real property as of the thirtieth day prior to the date of the election.

The Ballot must be returned to the election authority's office in person, or by depositing the Ballot in the United States mail addressed to the election authority's office and postmarked, not later than the date of the election. Any qualified voter that did not receive a Ballot in the mail or lost the Ballot received in the mail may pick up a mail-in ballot at the election authority's office after September 16, 2011 until and including the day of the election. Election office location is the Office of County Clerk at the County Court House, at 100 West Church Street, Room 206 in Ozark, Missouri.

**Kay Brown, County Clerk  
Chief Election Official**

**Date**

**Section 3. Vote.** The CID Taxes levied by Section 2 of this Resolution shall be submitted by mail-in ballot to the qualified voters of the District for their consideration and approval, as required by the provisions of Section 67.1545 and 67.1521 of the Act, at the election hereby called and to be held in said District on the 27th day of September, 2011. The ballot shall be in the following form:

**OFFICIAL BALLOT FOR  
HIGHLANDVILLE COMMUNITY IMPROVEMENT DISTRICT**

**QUESTION NO. 1**

SHALL THE HIGHLANDVILLE COMMUNITY IMPROVEMENT DISTRICT IMPOSE A SALES TAX OF ONE (1%) PERCENT ON ALL RETAIL SALES WITHIN THE DISTRICT FOR A PERIOD OF FIFTY (50) YEARS FROM THE DATE ON WHICH THE TAX IS FIRST IMPOSED FOR THE PURPOSE OF PROVIDING REVENUE TO PAY THE COSTS OF MAKING PUBLIC IMPROVEMENTS, REPAY BONDS OR NOTES ISSUED TO FUND THE COSTS OF PUBLIC IMPROVEMENTS, PLEDGE SUCH REVENUE FOR THE REPAYMENT OF SUCH BONDS OR NOTES, FUND OTHER NECESSARY IMPROVEMENTS WITHIN THE DISTRICT AND TO FUND THE COSTS OF OPERATION OF THE DISTRICT?

YES  
 NO

**INSTRUCTION TO VOTERS**

If you are in favor of the question, place an "X" in the box opposite "YES."  
If you are opposed to the question, place an "X" in the box opposite "NO."

**QUESTION NO 2**

SHALL THE HIGHLANDVILLE COMMUNITY IMPROVEMENT DISTRICT IMPOSE A TAX ON REAL ESTATE IN THE DISTRICT FOR A PERIOD OF FIFTY (50) YEARS FROM THE DATE ON WHICH THE TAX IS FIRST IMPOSED OF ONE ( \$1.00 ) DOLLAR PER ONE ( \$100.00 ) HUNDRED DOLLARS ASSESSED VALUATION ON ALL REAL ESTATE LOCATED WITHIN THE DISTRICT FOR THE PURPOSE OF PROVIDING REVENUE TO PAY THE COSTS OF MAKING PUBLIC IMPROVEMENTS, REPAY BONDS OR NOTES ISSUED TO FUND THE COSTS OF PUBLIC IMPROVEMENTS, PLEDGE SUCH REVENUE FOR THE REPAYMENT OF SUCH BONDS OR NOTES, FUND OTHER NECESSARY IMPROVEMENTS WITHIN THE DISTRICT AND TO FUND THE COSTS OF OPERATION OF THE DISTRICT?

YES  
 NO

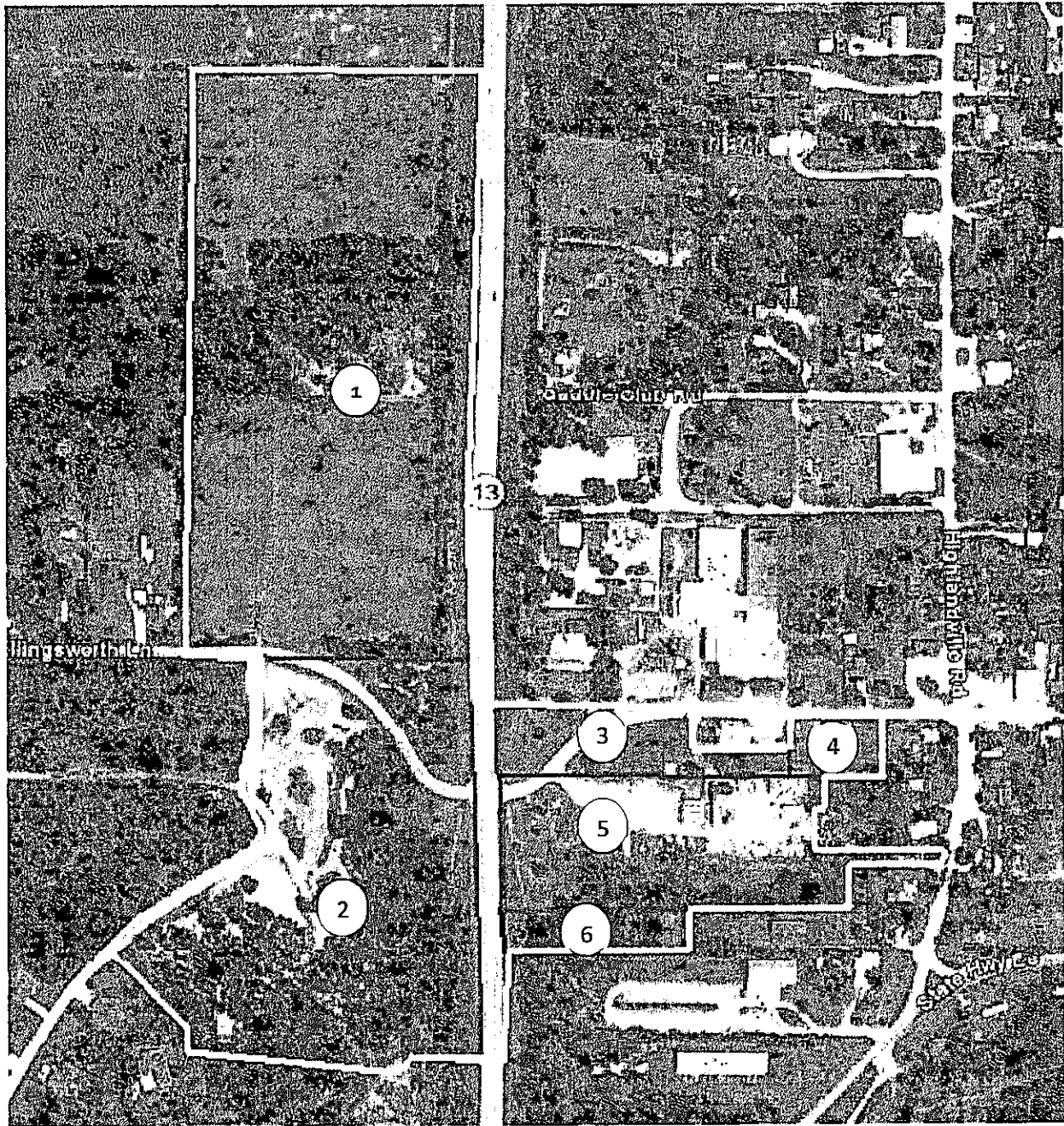
**INSTRUCTION TO VOTERS**

If you are in favor of the question, place an "X" in the box opposite "YES."  
If you are opposed to the question, place an "X" in the box opposite "NO."

**Section 4. Collection.** The Sales Tax, when approved by a majority of the qualified voters, shall be effective on the first day of the second calendar quarter after the Director of the Missouri Department of Revenue receives notice of the adoption of such Sales Tax and the Department of Revenue shall be responsible for the collection of the Sales Taxes and shall pay such tax collected to the District. If a majority of the



# MAP OF THE HIGHLANDVILLE COMMUNITY IMPROVEMENT DISTRICT



CID BOUNDARY IS YELLOW LINES  
RED LINES IS PARCEL LINES

DISTRICT CONSIST OF THREE SEPARATE PROPERTY OWNERS OWNING SIX SEPARATE PARCELS-SEE INDEX TO PROPERTY OWNERS PARCELS IDENTIFIED BY NUMBERS ON MAP

RECEIVED  
5/26/2011

## Great American Title Insurance Agency

506 W. BATTLEFIELD  
SPRINGFIELD, MO 65807  
417/823-0800

5/19/2011

DOUG STANAGE  
1455 N NICHOLAS ROAD  
NIXA, MO 65714

RE: 10002043  
VACANT, HIGHLANDVILLE, MO 65669

To Whom It May Concern:

Thank you for choosing Great American Title Insurance Agency. Enclosed you will find your Owner's Policy of Title Insurance. This policy insures the marketability of your property and will remain in effect so long as there is no change in ownership from the vesting listed on Schedule A of your policy.

No money is due from you, as you have already paid the premium at the closing of this transaction.

At Great American Title Insurance Agency, we keep record of your final policy, and would be happy to assist you with any future needs in regard to this policy.

Once again, thank you for your business.

Sincerely,

Great American Title Insurance Agency  
Policy Department

**ALTA OWNERS POLICY OF TITLE INSURANCE**

Issued by **ALLIANT NATIONAL TITLE INSURANCE COMPANY**

POLICY NO.

**525701**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 17 of the Conditions

**COVERED RISKS**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Alliant National Title Insurance Company, a Colorado Corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection
 If a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

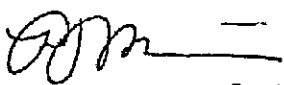
The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

**ALLIANT NATIONAL TITLE INSURANCE COMPANY**

Great American Title Insurance Agency  
510C West Battlefield Street  
Springfield, MO 65807



By:  President

Attest:  Secretary

Countersigned:

By:  Authorized Officer or Agent

## EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

- (i) the occupancy, use, or enjoyment of the Land;
- (ii) the character, dimensions, or location of any improvement erected on the Land;
- (iii) the subdivision of land; or
- (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

(a) a fraudulent conveyance or fraudulent transfer; or

(b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 11 and 12 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or

other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest,



**CONDITIONS**  
(continued)

estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title, or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

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

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

## 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

## 5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

## 6. DUTY OF INSURED CLAIMANT TO COOPERATE

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

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized

**CONDITIONS**  
(continued)

representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

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

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

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

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

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

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

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

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be

made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

**8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

**9. LIMITATION OF LIABILITY**

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

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

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

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

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

**11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to

**CONDITIONS**  
(continued)

which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

**12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

**13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this

policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction. This section will not apply when property is located in the State of Missouri.

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

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

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

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

**17. CHOICE OF LAW; FORUM**

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to Alliant National Title Insurance Company under this policy must be given to the Company at 2101 Ken Pratt Blvd., #102, Longmont, CO 80501.

## OWNERS POLICY OF TITLE INSURANCE

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ANTO 117

Issued by  
**Alliant National  
Title Insurance Company**

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**ALLIANT NATIONAL**  
TITLE INSURANCE COMPANY

Home Office:  
2101 Ken Pratt Boulevard, Suite 102  
Longmont, Colorado 80501  
303/682 9800  
[www.alliantnational.com](http://www.alliantnational.com)

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## THANK YOU.

Alliant National Title Insurance Company insurance provides for the protection of your real estate investment. We suggest you keep this policy in a safe place where it can be readily available for future reference.

If you have questions about title insurance or the coverage provided by this policy, contact the office that issued this policy, or you may call or write:

Alliant National Title Insurance Company  
2101 Ken Pratt Boulevard  
Suite 102  
Longmont, Colorado 80501  
303/682 9800  
[www.alliantnational.com](http://www.alliantnational.com)

We thank you for choosing to do business with Alliant National Title Insurance Company, and look forward to meeting your future title insurance needs.

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**ALLIANT NATIONAL**  
TITLE INSURANCE COMPANY

File Number: 10002043

**ALLIANT NATIONAL TITLE INSURANCE COMPANY**

**OWNER'S POLICY**

POLICY NUMBER: 525701

S/I POLICY NUMBER:

POLICY DATE: June 28, 2010 at 8:27 AM

AMOUNT OF INSURANCE: \$35,000.00

PREMIUM: \$49.00

RISK RATE: \$49.00

**SCHEDULE A**

1. Name of Insured: DOUG STANAGE AND NANCY STANAGE, HUSBAND AND WIFE AND EARL E BILYEU; TRUSTEE OF THE REVOCABLE INTER VIVOS TRUST AGREEMENT OF EARL E BILYEU
2. The estate or interest in the Land which is covered by this Policy is: Fee Simple
3. Title to the estate or interest in the land is vested in the Insured by: DOUG STANAGE AND NANCY STANAGE, HUSBAND AND WIFE AND EARL E BILYEU, TRUSTEE OF THE REVOCABLE INTER VIVOS TRUST AGREEMENT OF EARL E BILYEU
4. The land referred to in this Policy is located in Christian County, Missouri and described as follows:

**SEE ATTACHED EXHIBIT A**

EXHIBIT A

DESCRIPTION OF TRACT A

A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY-SIX (26) NORTH, RANGE TWENTY-TWO (22) WEST, CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-FIVE (25); THENCE NORTH 88°36'05" WEST ALONG THE NORTH LINE THEREOF A DISTANCE OF 94.48 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY - 160 FOR THE POINT OF BEGINNING OF THE PORTION HEREIN BEING DESCRIBED; THENCE SOUTH 0°09'56" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 168.46 FEET; THENCE SOUTH 66°50'06" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 35.91 FEET TO AN INTERSECTION WITH THE ARC OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS SOUTH 66°50'06" WEST, 400.00 FEET; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°21'50" A DISTANCE OF 253.87 FEET TO AN INTERSECTION WITH SAID NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4); THENCE SOUTH 88°36'05" EAST ALONG SAID NORTH LINE A DISTANCE OF 197.49 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN DESCRIBED, CONTAINING 0.403 ACRES MORE OR LESS, IN CHRISTIAN COUNTY, MISSOURI.

DESCRIPTION OF TRACT B

A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY-SIX (26) NORTH, RANGE TWENTY-TWO (22) WEST, CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-FIVE (25); THENCE SOUTH 1°29'45" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 366.40 FEET; THENCE SOUTH 89°51'06" WEST, 84.04 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY - 160 FOR THE POINT OF BEGINNING OF THE PORTION HEREIN DESCRIBED; THENCE SOUTH 4°43'26" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 298.92 FEET; THENCE SOUTH 4°37'05" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 227.31 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 85°13'51" WEST ALONG WOODFIELD ESTATES - PHASE I A DISTANCE OF 116.16 FEET; THENCE SOUTH 18°01'59" WEST ALONG SAID WOODFIELD ESTATES - PHASE I A DISTANCE OF 49.94 FEET; THENCE NORTH 82°03'40" WEST ALONG SAID WOODFIELD ESTATES - PHASE I A DISTANCE OF 217.53 FEET; THENCE NORTH 19°37'53" EAST, 245.50 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 42°37'52"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 167.41 FEET; THENCE NORTH 22°59'59" WEST, 141.04 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 27°04'08"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 106.30 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 12.00 FEET AND A CENTRAL ANGLE OF 81°05'16"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF

COUNTERSIGNED: Great American Title Insurance Agency

BY: \_\_\_\_\_



This policy is valid only if Schedule B is attached

16.98 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 29°51'48"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 65.15 FEET; THENCE NORTH 1°09'21" EAST, 192.78 FEET TO AN INTERSECTION WITH AFORESAID RIGHT-OF-WAY LINE OF U.S. HIGHWAY - 160 AND THE ARC OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS SOUTH 5°11'43" WEST, 300.00 FEET; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 61°38'23" A DISTANCE OF 322.75 FEET; THENCE SOUTH 5°56'15" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 147.96 FEET; THENCE NORTH 89°51'06" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN DESCRIBED, CONTAINING 5.203 ACRES MORE OR LESS SUBJECT TO RIGHTS-OF-WAYS, EASEMENTS AND RESTRICTIONS OF RECORD, IN CHRISTIAN COUNTY, MISSOURI.

DESCRIPTION OF TRACT C

A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25, TOWNSHIP 26 NORTH, RANGE 22 WEST, CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25; THENCE SOUTH 1°29'45" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 366.40 FEET; THENCE SOUTH 89°51'06" WEST, 84.04 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY - 160; THENCE SOUTH 4°43'26" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 298.92 FEET; THENCE SOUTH 4°37'05" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 227.31 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 85°13'51" WEST ALONG WOODFIELD ESTATES - PHASE I A DISTANCE OF 116.16 FEET; THENCE SOUTH 18°01'59" WEST ALONG SAID WOODFIELD ESTATES - PHASE I A DISTANCE OF 49.94 FEET; THENCE NORTH 82°03'40" WEST ALONG SAID WOODFIELD ESTATES - PHASE I A DISTANCE OF 217.53 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN DESCRIBED; THENCE CONTINUE NORTH 82°03'40" WEST ALONG SAID WOODFIELD ESTATES - PHASE I A DISTANCE OF 162.53 FEET THENCE NORTH 1°51'25" EAST ALONG SAID WOODFIELD ESTATES - PHASE I A DISTANCE OF 72.12 FEET; THENCE NORTH 38°42'36" WEST ALONG SAID WOODFIELD ESTATES - PHASE I A DISTANCE OF 238.75 FEET TO AN INTERSECTION WITH THE ARC OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEAR SOUTH 38°42'37" EAST, 925.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°45'59" A DISTANCE OF 109.24 FEET; THENCE NORTH 58°03'23" EAST, 296.41 FEET; THENCE SOUTH 22°59'59" EAST, 115.21 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 42°37'52"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 167.41 FEET; THENCE SOUTH 19°37'53" WEST, 245.50 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN DESCRIBED, CONTAINING 2.716 ACRES MORE OR LESS SUBJECT TO RIGHT-OF-WAYS, EASEMENTS AND RESTRICTIONS OF RECORD, IN CHRISTIAN, EXCEPT ANY PART TAKEN OR USED FOR ROADS.

TOGETHER WITH AND SUBJECT TO A 50 FOOT WIDE ROAD EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25, TOWNSHIP 26 NORTH, RANGE 22 WEST, CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25; THENCE NORTH 88°36'05" WEST ALONG THE NORTH LINE THEREOF A DISTANCE OF 466.69 FEET; THENCE SOUTH 1°09'21" WEST, 50.26 FEET TO THE POINT OF BEGINNING OF THE ROAD EASEMENT HEREIN BEING DESCRIBED; THENCE CONTINUE SOUTH 1°09'21" WEST, 192.78 TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF

29°51'48"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 65.15 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET AND A CENTRAL ANGLE OF 81°05'16"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 16.98 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 27°04'08"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 106.30 FEET; THENCE SOUTH 22°59'59" EAST, 25.83 FEET; THENCE SOUTH 58°03'23" WEST, 296.41 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 925.00 FEET AND A CENTRAL ANGLE OF 6°45'59"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 109.24 FEET; THENCE NORTH 24°09'15" WEST ALONG WOODFIELD ESTATES - PHASE-I A DISTANCE OF 51.57 FEET TO AN INTERSECTION WITH THE ARC OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS SOUTH 37°56'55" WEST, 975.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°00'17" A DISTANCE OF 102.18 FEET; THENCE NORTH 58°03'23" EAST, 241.16 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET AND A CENTRAL ANGLE OF 90°31'39" THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 18.96 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 17°35'51"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 53.75 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 62.00 FEET AND A CENTRAL ANGLE OF 81°10'18"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 87.84 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 29°47'38"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.00 FEET; THENCE NORTH 1°09'21" EAST, 211.01 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY - 160; THENCE SOUTH 62°37'12" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 39.74 FEET TO AN INTERSECTION WITH THE ARC OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS SOUTH 2°27'06" WEST, 300.00 FEET; THENCE EASTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°44'37" A DISTANCE OF 14.37 FEET TO THE POINT OF BEGINNING OF THE ROAD EASEMENT HEREIN DESCRIBED, CONTAINING 0.900 ACRES MORE OR LESS SUBJECT TO RIGHT-OF-WAYS, EASEMENTS AND RESTRICTIONS OF RECORD, IN CHRISTIAN COUNTY, MISSOURI



ALLIANT NATIONAL TITLE INSURANCE COMPANY  
OWNER'S POLICY

POLICY NUMBER: 525701

SCHEDULE B  
EXCEPTIONS FROM COVERAGE

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

1. All Taxes for the year 2010 and subsequent years, not yet due and payable.
2. Rights or claims of parties in possession not shown by the public record.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
4. Any lien, or right to a lien; for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Easement As Set Out In Book 391, At Page 5812, Recorder's Office, CHRISTIAN County, Missouri.
7. Although the Legal Description of the Insured Parcel Contains a Reference to Acreage, this Policy does not insure that the Insured Parcel Contains Said Acreage.
8. Home Owners Association dues, if any.
9. Any City or Municipal taxes or assessments.



**ALLIANT NATIONAL**  
TITLE INSURANCE COMPANY

## **PRIVACY POLICY NOTICE**

### **Purpose of Notice:**

Alliant National Title Insurance Company respects the privacy of our customers' personal information, so we want you to know the ways in which we may collect and use non-public personal information ("personal information"). Our practices and policies are set out in this notice.

### **Types of Information We May Collect:**

In the course of our business, the types of personal information that we may collect about you include:

- Information we receive from you or your authorized representative on applications and forms, and in other communications to us;
- Information about your transactions with us, our affiliated companies, or others;
- Information from consumer or other reporting agencies.

### **Use and Disclosure of Information:**

We use your information to provide the product or service you or your authorized agent have requested of us.

We may disclose information to our affiliated companies and unrelated companies as necessary to service your transaction, to protect against fraudulent or criminal activities, when required to do so by law, and as otherwise permitted by law.

We do not share any personal information we collect from you with unrelated companies for their own use.

### **Protection of Your Personal Information:**

We restrict access to personal information about you to those employees who need to know that information in order to provide products and services to you or for other legitimate business purposes. We maintain physical, electronic and procedural safeguards to protect your personal information from unauthorized access or intrusion.

### **Changes:**

This notice may be revised in accordance with applicable privacy laws.

# AFFIDAVIT OF PUBLICATION

State of Missouri, County of Christian, ss:

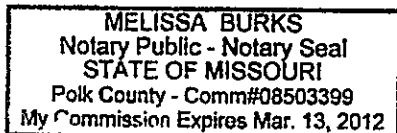
I, Kim Bruce being duly sworn according to law, state that I represent the publisher of the Christian County Headliner News, a weekly newspaper of general circulation in the County of Christian, where located; which has been admitted to the Post Office as periodical matter in the city of Ozark, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050 Revised Statutes of Missouri, 2000. The affixed notice appeared in said newspaper on the following consecutive weeks:

From 9/14, 2011 to 9/21, 2011 both inclusive.

1<sup>st</sup> insertion, Vol. 50, No. 44, September 14, 2011  
2<sup>nd</sup> insertion, Vol. 50, No. 45, September 21, 2011  
3<sup>rd</sup> insertion, Vol. \_\_\_\_\_, No. \_\_\_\_\_, \_\_\_\_\_, 2011  
4<sup>th</sup> insertion, Vol. \_\_\_\_\_, No. \_\_\_\_\_, \_\_\_\_\_, 2011

Kim Bruce  
Kim Bruce

Subscribed and sworn to me this 21 day of September, 2011



Melissa Burks  
Notary Public

My commission expires March 13, 2012

Filed and recorded this \_\_\_\_\_ day of \_\_\_\_\_, 2011

(Publication Fee, \$ 507.30 )

EXHIBIT A  
NOTICE OF ELECTION

I, Kay Brown, County Clerk of Christian County, Missouri, Chief Election Authority for the same, do hereby cause to be published in a newspaper of general circulation in accordance with Missouri Revised Statutes 115.127, a notice of a special election to be conducted in accordance with Missouri Revised Statutes 115.650 through 115.660, known as the "Mail-in Election" statutes. All qualified voters shall be eligible to vote in said election in accordance with Missouri election laws as herein provided.

NAME OF DISTRICT HOLDING ELECTION: Highlandville Community Improvement District

GENERAL BOUNDARIES OF THE DISTRICT: The Highlandville Community Improvement District comprises estimated 35 acres lying on both the west and east side of US Highway 160 in the City of Highlandville, Missouri at the intersection of Ellingsworth Lane on the west and Kentling Avenue on the east in the City of Highlandville, Missouri.

TYPE OF TAX: Two Questions will be on the ballot: one for imposing a sales tax and one for imposing a real property tax.

RATE OF TAX: The sales tax rate is .1% and the property tax rate is \$1.00 per \$100 of assessed value.

DURATION AND PURPOSE OF TAX: Both taxes shall have a duration of thirty (30) years and both shall be used for public improvements within the District, repay bonds or notes issued by the District, be pledged to secure repayment of such bonds or notes, fund other necessary improvements within the District, and fund the cost of operation of the District.

DATE BALLOTS SHALL BE MAILED TO QUALIFIED VOTERS: Ballots shall be mailed September 13, 2011.

DATE OF ELECTION: September 27, 2011

QUALIFIED VOTERS AS DEFINED WILL CONSIST OF EITHER OF THE FOLLOWING:

1. Registered voters who reside within the District. In order to vote in said election said person must be registered voters pursuant to the records of the election authority and as provided in Section 115.137, Subsection 1 of the Missouri Revised Statutes as of the thirtieth day prior to the date of the election.
2. If no such registered voters reside in the District, the owners of real property located within the District pursuant to the tax records of the Christian County Clerk, for real property as of the thirtieth day prior to the date of the election.

The Ballot must be returned to the Election Authority's office in person, or by depositing the Ballot in the United States mail addressed to the Election Authority's office and postmarked not later than the date of the election. Any qualified voter that did not receive a Ballot in the mail or lost the Ballot received in the mail may pick up a mail-in ballot at the election authority's office after September 13, 2011 until and including the day of the election. Election office location is the Office of County Clerk at the County Court House, at 100 West Church Street, Room 206 in Ozark, Missouri.

OFFICIAL BALLOT FOR THE  
HIGHLANDVILLE COMMUNITY IMPROVEMENT DISTRICT

INSTRUCTION TO VOTERS:

If you are in favor of the question, place an "X" in the box opposite "YES."  
If you are opposed to the question, place an "X" in the box opposite "NO."

QUESTION NO. 1

SHALL THE HIGHLANDVILLE COMMUNITY IMPROVEMENT DISTRICT IMPOSE A SALES TAX OF ONE (1%) PERCENT ON ALL RETAIL SALES WITHIN THE DISTRICT FOR A PERIOD OF THIRTY (30) YEARS FROM THE DATE ON WHICH THE TAX IS FIRST IMPOSED FOR THE PURPOSE OF PROVIDING REVENUE TO PAY THE COSTS OF MAKING PUBLIC IMPROVEMENTS, REPAY BONDS OR NOTES ISSUED TO FUND THE COSTS OF PUBLIC IMPROVEMENTS, PLEDGE SUCH REVENUE FOR THE REPAYMENT OF SUCH BONDS OR NOTES, FUND OTHER NECESSARY IMPROVEMENTS WITHIN THE DISTRICT AND TO FUND THE COSTS OF OPERATION OF THE DISTRICT?

YES  
 NO

QUESTION NO. 2

SHALL THE HIGHLANDVILLE COMMUNITY IMPROVEMENT DISTRICT IMPOSE A TAX ON REAL ESTATE IN THE DISTRICT FOR A PERIOD OF THIRTY (30) YEARS FROM THE DATE ON WHICH THE TAX IS FIRST IMPOSED OF ONE (\$1.00) DOLLAR PER ONE (\$100.00) HUNDRED DOLLARS ASSESSED VALUATION ON ALL REAL ESTATE LOCATED WITHIN THE DISTRICT FOR THE PURPOSE OF PROVIDING REVENUE TO PAY THE COSTS OF MAKING PUBLIC IMPROVEMENTS, REPAY BONDS OR NOTES ISSUED TO FUND THE COSTS OF PUBLIC IMPROVEMENTS, PLEDGE SUCH REVENUE FOR THE REPAYMENT OF SUCH BONDS OR NOTES, FUND OTHER NECESSARY IMPROVEMENTS WITHIN THE DISTRICT AND TO FUND THE COSTS OF OPERATION OF THE DISTRICT?

YES  
 NO

Done by the Order of the Highlandville Community Improvement District, this 12th day of July, 2011.

Doug Stange  
Chairman of the Board of Directors

Kay Brown, August 25, 2011  
County Clerk/Chief Election Official

**OFFICIAL BALLOT FOR THE  
HIGHLANDVILLE COMMUNITY IMPROVEMENT DISTRICT**

**INSTRUCTION TO VOTERS:**

If you are in favor of the question, place an "X" in the box opposite "YES."  
If you are opposed to the question, place an "X" in the box opposite "NO."

**QUESTION NO. 1**

SHALL THE HIGHLANDVILLE COMMUNITY IMPROVEMENT DISTRICT IMPOSE A SALES TAX OF ONE (1 %) PERCENT ON ALL RETAIL SALES WITHIN THE DISTRICT FOR A PERIOD OF THIRTY (30) YEARS FROM THE DATE ON WHICH THE TAX IS FIRST IMPOSED FOR THE PURPOSE OF PROVIDING REVENUE TO PAY THE COSTS OF MAKING PUBLIC IMPROVEMENTS, REPAY BONDS OR NOTES ISSUED TO FUND THE COSTS OF PUBLIC IMPROVEMENTS, PLEDGE SUCH REVENUE FOR THE REPAYMENT OF SUCH BONDS OR NOTES, FUND OTHER NECESSARY IMPROVEMENTS WITHIN THE DISTRICT AND TO FUND THE COSTS OF OPERATION OF THE DISTRICT?

\_\_\_\_\_ YES  
\_\_\_\_\_ NO

**QUESTION NO 2**

SHALL THE HIGHLANDVILLE COMMUNITY IMPROVEMENT DISTRICT IMPOSE A TAX ON REAL ESTATE IN THE DISTRICT FOR A PERIOD OF THIRTY (30) YEARS FROM THE DATE ON WHICH THE TAX IS FIRST IMPOSED OF ONE ( \$1.00 ) DOLLAR PER ONE ( \$100.00) HUNDRED DOLLARS ASSESSED VALUATION ON ALL REAL ESTATE LOCATED WITHIN THE DISTRICT FOR THE PURPOSE OF PROVIDING REVENUE TO PAY THE COSTS OF MAKING PUBLIC IMPROVEMENTS, REPAY BONDS OR NOTES ISSUED TO FUND THE COSTS OF PUBLIC IMPROVEMENTS, PLEDGE SUCH REVENUE FOR THE REPAYMENT OF SUCH BONDS OR NOTES, FUND OTHER NECESSARY IMPROVEMENTS WITHIN THE DISTRICT AND TO FUND THE COSTS OF OPERATION OF THE DISTRICT?

\_\_\_\_\_ YES  
\_\_\_\_\_ NO

**EXHIBIT A**

**LEGAL DESCRIPTIONS AND MAP OF PROPOSED HIGHLANDVILLE COMMUNITY IMPROVEMENT DISTRICT**

SIX SEPARATE PARCELS AS PER COUNTY TAX RECORDS

**PARCEL 1 OF ATTACHED MAP:**

**OWNER:** The Revocable Inter Vivos Agreement of Earl E. Bilyeu, Dated September 1, 1989  
P.O. Box 382  
Nixa, MO. 65714  
Earl E. Bilyeu, Trustee

**CHRISTIAN COUNTY TAX PARCEL # 19-0.6-24-0-0-19 18.2 ACRES:**  
As shown on the Christian County Assessor's Map #18-04-19-03

**ASSESSED VALUE: \$370**

As described upon the Assessor's Tax Books and records and referenced in Book 260 Page 808-812, legal is Tract Eight as described in Exhibit A on page 810 of the Christian County Recorder of Deed's Office as per the Assessor's assessment records of the property.

**LEGAL DESCRIPTIONS**

The East Half of the Southeast Quarter of the Southeast Quarter (E 1/2 SE 1/4 ) of Section 24, Township 26, Range 22. (Except Right of way for public road).

**PARCEL 2 OF ATTACHED MAP**

**OWNER:** Earl E. Bilyeu, Trustee of the Revocable Inter Vivos Trust Agreement of Earl E. Bilyeu and Doug Stange, and Nancy Stange  
1455 Nicholas  
Nixa, MO 65714

**CHRISTIAN COUNTY TAX PARCEL #19-0.7-25-1-2-26 8.31 ACRES**  
As shown on the Christian County Assessor's Map #18-04-19-03.

ASSESSED VALUE: \$160

As described upon the Assessor's Tax Books and records and referenced in Book 2010 Page 7318 of the Christian County Recorder of Deed's Office as per the Assessor's assessment records of the property.

**LEGAL DESCRIPTION**

**DESCRIPTION OF TRACT A**  
A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY-SIX (26) NORTH, RANGE TWENTY-TWO (22) WEST, CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-FIVE (25); THENCE NORTH 88°36'05" WEST ALONG THE NORTH LINE THEREOF A DISTANCE OF 94.48 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY - 160 FOR THE POINT OF BEGINNING OF THE PORTION HEREIN BEING DESCRIBED; THENCE SOUTH 0°09'56" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 168.46 FEET; THENCE SOUTH 66°50'06" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 35.91 FEET TO AN INTERSECTION WITH THE ARC OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS SOUTH 66°50'06" WEST, 400.00 FEET; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°21'50" A DISTANCE OF 253.87 FEET TO AN INTERSECTION WITH SAID NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4); THENCE SOUTH 88°36'05" EAST ALONG SAID NORTH LINE A DISTANCE OF 197.49 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN DESCRIBED, CONTAINING 0.403 ACRES MORE OR LESS, IN CHRISTIAN COUNTY, MISSOURI.



**DESCRIPTION OF TRACT B**  
A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY-SIX (26) NORTH, RANGE TWENTY-TWO (22) WEST, CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-FIVE (25); THENCE SOUTH  $1^{\circ}29'45''$  WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 366.40 FEET; THENCE SOUTH  $89^{\circ}51'06''$  WEST, 84.04 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY - 160 FOR THE POINT OF BEGINNING OF THE PORTION HEREIN DESCRIBED; THENCE SOUTH  $4^{\circ}43'26''$  WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 298.92 FEET; THENCE SOUTH  $4^{\circ}37'05''$  EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 227.31 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH  $85^{\circ}13'51''$  WEST ALONG WOODFIELD ESTATES - PHASE I A DISTANCE OF 116.16 FEET; THENCE SOUTH  $18^{\circ}01'59''$  WEST ALONG SAID WOODFIELD ESTATES - PHASE I A DISTANCE OF 49.94 FEET; THENCE NORTH  $82^{\circ}03'40''$  WEST ALONG SAID WOODFIELD ESTATES - PHASE I A DISTANCE OF 217.53 FEET; THENCE NORTH  $19^{\circ}37'53''$  EAST, 245.50 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF  $42^{\circ}37'52''$ ; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 167.41 FEET; THENCE NORTH  $22^{\circ}59'59''$  WEST, 141.04 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF  $27^{\circ}04'08''$ ; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 106.30 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 12.00 FEET AND A CENTRAL ANGLE OF  $81^{\circ}05'16''$ ; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 16.98 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE

LEFT HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF  $29^{\circ}51'48''$ ; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 65.15 FEET; THENCE NORTH  $1^{\circ}09'21''$  EAST, 192.78 FEET TO AN INTERSECTION WITH AFORESAID RIGHT-OF-WAY LINE OF U.S. HIGHWAY - 160 AND THE ARC OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS SOUTH  $5^{\circ}11'43''$  WEST, 300.00 FEET; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $81^{\circ}38'23''$  A DISTANCE OF 322.75 FEET; THENCE SOUTH  $5^{\circ}56'15''$  EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 147.96 FEET; THENCE NORTH  $89^{\circ}51'06''$  EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN DESCRIBED, CONTAINING 5.203 ACRES MORE OR LESS SUBJECT TO RIGHTS-OF-WAYS, EASEMENTS AND RESTRICTIONS OF RECORD, IN CHRISTIAN COUNTY, MISSOURI.

TOGETHER WITH AND SUBJECT TO A 50 FOOT WIDE ROAD EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25, TOWNSHIP 26 NORTH, RANGE 22 WEST, CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25; THENCE NORTH 88°36'05" WEST ALONG THE NORTH LINE THEREOF A DISTANCE OF 466.69 FEET; THENCE SOUTH 1°09'21" WEST, 50.26 FEET TO THE POINT OF BEGINNING OF THE ROAD EASEMENT HEREIN BEING DESCRIBED; THENCE CONTINUE SOUTH 1°09'21" WEST, 192.78 TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 29°51'48"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 65.15 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET AND A CENTRAL ANGLE OF 81°05'16"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 16.98 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 27°04'08"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 106.30 FEET; THENCE SOUTH 22°59'59" EAST, 25.83 FEET; THENCE SOUTH 58°03'23" WEST, 296.41 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 925.00 FEET AND A CENTRAL ANGLE OF 6°45'59"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 109.24 FEET; THENCE NORTH 24°09'15" WEST ALONG WOODFIELD ESTATES - PHASE I A DISTANCE OF 51.57 FEET TO AN INTERSECTION WITH THE ARC OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS SOUTH 37°56'55" WEST, 975.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°00'17" A DISTANCE OF 102.18 FEET; THENCE NORTH 58°03'23" EAST, 241.16 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET AND A CENTRAL ANGLE OF 90°31'39"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 18.96 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 17°35'51"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 53.75 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 62.00 FEET AND A CENTRAL ANGLE OF 81°10'18"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 87.84 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 29°47'38"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.00 FEET; THENCE NORTH 1°09'21" EAST, 211.01 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY - 160; THENCE SOUTH 62°37'12" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 39.74 FEET TO AN INTERSECTION WITH THE ARC OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS SOUTH 2°27'06" WEST, 300.00 FEET; THENCE EASTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°44'37" A DISTANCE OF 14.37 FEET TO THE POINT OF BEGINNING OF THE ROAD EASEMENT HEREIN DESCRIBED, CONTAINING 0.900 ACRES MORE OR LESS SUBJECT TO RIGHT-OF-WAYS, EASEMENTS AND RESTRICTIONS OF RECORD, IN CHRISTIAN COUNTY, MISSOURI

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD, IF ANY.

DESCRIPTION OF TRACT C  
A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25, TOWNSHIP 26 NORTH, RANGE 22 WEST, CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25; THENCE SOUTH 1°29'45" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 366.40 FEET; THENCE SOUTH 89°51'06" WEST, 84.04 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY - 160; THENCE SOUTH 4°43'26" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 298.92 FEET; THENCE SOUTH 4°37'05" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 227.31 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 85°43'51" WEST ALONG WOODFIELD ESTATES - PHASE I A DISTANCE OF 116.16 FEET; THENCE SOUTH 18°01'59" WEST ALONG SAID WOODFIELD ESTATES - PHASE I A DISTANCE OF 49.84 FEET; THENCE NORTH 82°03'40" WEST ALONG SAID WOODFIELD ESTATES - PHASE I A DISTANCE OF 217.53 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN DESCRIBED; THENCE CONTINUE NORTH 82°03'40" WEST ALONG SAID WOODFIELD ESTATES - PHASE I, A DISTANCE OF 162.52 FEET; THENCE NORTH 1°51'25" EAST ALONG SAID WOODFIELD



COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25; THENCE NORTH 88°36'05" WEST ALONG THE NORTH LINE THEREOF A DISTANCE OF 466.69 FEET; THENCE SOUTH 1°09'21" WEST, 50.26 FEET TO THE POINT OF BEGINNING OF THE ROAD EASEMENT HEREIN BEING DESCRIBED; THENCE CONTINUE SOUTH 1°09'21" WEST, 192.78 TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 29°51'48"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 65.15 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET AND A CENTRAL ANGLE OF 81°05'18"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 16.98 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 27°04'08"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 106.30 FEET; THENCE SOUTH 22°59'59" EAST, 25.83 FEET; THENCE SOUTH 30°03'23" WEST, 126.47 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 925.00 FEET AND A CENTRAL ANGLE OF 6°45'59"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 109.24 FEET; THENCE NORTH 24°09'15" WEST ALONG WOODFIELD ESTATES - PHASE I A DISTANCE OF 51.57 FEET TO AN INTERSECTION WITH THE ARC OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS SOUTH 37°56'55" WEST, 975.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°00'17" A DISTANCE OF 102.18 FEET; THENCE NORTH 58°03'23" EAST, 241.16 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET AND A CENTRAL ANGLE OF 90°31'39"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 18.06 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 17°35'51"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 60.75 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 62.00 FEET AND A CENTRAL ANGLE OF 81°10'18"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 87.84 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 29°47'38"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.00 FEET; THENCE NORTH 1°09'21" EAST, 211.01 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY - 160; THENCE SOUTH 62°37'12" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 39.74 FEET TO AN INTERSECTION WITH THE ARC OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS SOUTH 2°27'06" WEST, 300.00 FEET; THENCE EASTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°44'37" A DISTANCE OF 14.37 FEET TO THE POINT OF BEGINNING OF THE ROAD EASEMENT HEREIN DESCRIBED, CONTAINING 0.900 ACRES MORE OR LESS SUBJECT TO RIGHT-OF-WAYS, EASEMENTS AND RESTRICTIONS OF RECORD, IN CURTIS COUNTY, MISSOURI

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD, IF ANY.

**PARCEL 3 OF ATTACHED MAP**

**OWNER:** Earl E. Bilyeu, Doug Stange, and Nancy Stange  
1455 Nicholas  
Nixa, MO 65714

**CHRISTIAN COUNTY TAX PARCEL #18-0.9-30-2-3-1.001 0.749 ACRES**

As shown on the Christian County Assessor's Map # 18-04-19-03.

ASSESSED VALUE: \$1,900

As described upon the Assessor's Tax Books and records and referenced in Book 2008-Page 1743 of the Christian County Recorder of Deed's Office as per the Assessor's assessment records of the property.

**LEGAL DESCRIPTION**

ALSO: A PORTION OF THE NORTH HALF (N1/2) OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER (NW FR 1/4) OF SECTION THIRTY (30), TOWNSHIP TWENTY-SIX (26) NORTH, RANGE TWENTY-ONE (21) WEST, CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS A PORTION OF THE NORTHWEST FRACTIONAL QUARTER (NW FR 1/4) OF SECTION THIRTY (30); THENCE SOUTH 89 DEGREES 04 MINUTES 13 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER (NW 1/4) A DISTANCE OF 108.44 FEET TO A SET ONE-HALF INCH REBAR AT THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 160 FOR THE POINT OF BEGINNING OF THE PORTION HEREIN BEING DESCRIBED; THENCE CONTINUE SOUTH 89 DEGREES 04 MINUTES 13 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 136.07 FEET TO A SET ONE-HALF INCH REBAR AT AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 160 AND THE ARC OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS SOUTH 29 DEGREES 09 MINUTES 11 SECONDS EAST, 400.00 FEET; THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24 DEGREES 12 MINUTES 32 SECONDS A DISTANCE OF 169.01 FEET TO A FOUND METAL RIGHT-OF-WAY MARKER; THENCE NORTH 37 DEGREES 43 MINUTES 06 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 16.37 FEET TO A SET ONE-HALF INCH REBAR AT AN INTERSECTION WITH SAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 160 AND THE ARC OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS NORTH 89 DEGREES 57 MINUTES 37 SECONDS EAST, 34,273.13 FEET; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 95.35 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN DESCRIBED. SUBJECT TO THAT PART TAKEN OR USED FOR ROADS.

0.165 ACRES

A PORTION OF THE NORTH HALF (N1/2) OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER (NW FR 1/4) OF SECTION THIRTY (30), TOWNSHIP TWENTY-SIX (26) NORTH, RANGE TWENTY-ONE (21) WEST, CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTH HALF (N1/2) OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER (NW FR 1/4) OF SECTION THIRTY (30); THENCE SOUTH 1 DEGREE 29 MINUTES 46 SECONDS WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW 1/4) A DISTANCE OF 128.42 FEET; THENCE SOUTH 88 DEGREES 25 MINUTES 51 SECONDS EAST, 242.53 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN BEING DESCRIBED, SAID POINT OF BEGINNING BEING MARKED BY A ONE-HALF INCH REBAR AT THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 160 AND THE ARC OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS SOUTH 43 DEGREES 16 MINUTES 55 SECONDS EAST, 300.00 FEET; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44 DEGREES 03 MINUTES 13 SECONDS A DISTANCE OF 230.84 FEET TO A SET ONE-HALF INCH REBAR; THENCE NORTH 67 DEGREES 11 MINUTES 26 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 70.01 FEET TO A SET ONE-HALF INCH REBAR; THENCE SOUTH 0 DEGREES 09 MINUTES 00 SECONDS EAST, 75.36 FEET TO A FOUND TENT STAKE; THENCE SOUTH 88 DEGREES 02 MINUTES 51 SECONDS EAST, 158.18 FEET TO A SET HALF INCH REBAR; THENCE SOUTH 1 DEGREE 05 MINUTES 51 SECONDS WEST, 39.75 FEET TO A SET HALF INCH REBAR; THENCE NORTH 88 DEGREES 25 MINUTES 51 SECONDS WEST, 432.10 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN DESCRIBED. SUBJECT TO THAT PART TAKEN OR USED FOR ROADS.

0.584 ACRES

**PARCEL A OF THE ATTACHED MAP, ~~Showing, and being~~**

**1455 Nicholas**

**Nixa, MO 65714**

**CHRISTIAN COUNTY PARCEL # 18-0.9-30-2-3-1.002 0.577 Acres**

**As shown on the Christian County Assessor's Maps # 18-04-19-03.**

Assessed Value \$1,520

As described upon the Assessor's Tax Books and records and referenced in Book 2009 Page 15222 of the Christian County Recorder of Deed's Office as per the Assessor's assessment records of the property.

**LEGAL DESCRIPTION:**

A portion of the North Half (N ½ ) of Lot Two (2) of the Northwest Fractional Quarter (NW ¼ ) of Section Thirty (30), Township Twenty-Six (26), Range Twenty-One (21) West, Christian County, Missouri being more particularly described as follows; Commencing at the northwest corner of said North Half of Lot Two (2) of the Northwest Fractional Quarter (NW ¼ ) of Section Thirty (30), thence south 89°04'13" east along the north line of said Northwest Quarter (NW ¼ ) a distance of 663.56 feet to the Point of Beginning of the portion herein being described; Thence continue south 89°04'13" east along said north line a distance of 187.14 feet; thence south 0°55'47" west, 137.92 feet; thence north 88°25'51" west, 177.39 feet; thence north 1°05'51" east, 39.75 feet; thence north 88°02'51" west, 8.10 feet; thence north 0°08'03" west, 96.07 feet to the Point of Beginning of the portion herein described, except any part taken or used for roads.

**PARCEL 5 OF THE ATTACHED MAP:**

**OWNER:** The Revocable Inter Vivos Agreement of Earl E. Bilyeu, Dated September 1, 1989  
P.O. Box 382  
Nixa, MO. 65714

**CHRISTIAN COUNTY TAX PARCEL #18-0.9-30-2-3-4** 4.4 ACRES  
As shown on the Christian County Assessor's Map # 18-04-19-03.

ASSESSED VALUE: \$20,100

As described upon the Assessor's Tax Books and records and referenced in Book 2010 Page 528 of the Christian County Recorder of Deed's Office as per the Assessor's assessment records of the property.

**LEGAL DESCRIPTION:**

**Tract 1:** Part of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section 30, Township 26N, Range 21W, Christian County, Missouri, described as commencing at the Northeast corner of a tract deeded in Warranty Deed Book 222 at Page 759, said point being on the West right-of-way of Old Highway #160; thence along the North line of said tract N88°25'51"W 300.00 feet for a true point of beginning; Thence N0°06'W 82.50 feet; thence N88°25'51"W 114.00 feet; thence S0°06'E 199.66 feet; thence S88°14'51"E 129.51 feet; thence N0°06'W 117.57 feet; thence N88°25'51"W 15.50 feet to the point of beginning. **SUBJECT TO** all right-of-ways, easements and restrictions of record.

**Tract 2:** Part of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section 30, Township 26N, Range 21W, Christian County, Missouri, described as commencing at the Northeast corner of a tract deeded in Warranty Deed Book 222 at Page 759, said point being on the West right-of-way of Old Highway #160; thence along the North line of said tract N88°25'51"W 284.50 feet; thence S0°06'E 117.57 feet for a true point of beginning; Thence

S88°14'51"E 266.72 feet to the West right-of-way of Old Highway #160; thence along said right-of-way along a curve to the right with a radius of 925.4 feet a distance of 30.00 feet (curve having a long chord bearing S13°06'32"W); thence N88°14'51"W 200.00 feet; thence S0°06'E 80.00 feet; thence N86°14'51"W 686.69 feet to the East right-of-way of US Highway #160; thence along said East right-of-way N0°06'W 195.00 feet; thence along the South right-of-way of Kentling Avenue N50°22'31"E 110.96 feet; thence continuing along said South right-of-way along a curve to the right with a radius of 300.00 feet a distance of 51.69 feet; thence S88°25'51"E 377.09 feet; thence S0°06'E 199.66 feet; thence S88°14'51"E 129.51 feet to the point of beginning. **SUBJECT TO** all right-of-ways, easements and restrictions of record.

**PARCEL 6 OF THE ATTACHED MAP:**

**OWNER:** Tamara Kay Slentz, a married person  
119 Highlandville Road  
Highlandville, MO 65669

**CHRISTIAN COUNTY PARCEL NUMBER:** 18-0.9-30-2-3-6.001 .75 acres  
As shown on the Christian County Assessor's Map # 18-04-19-03.

**ASSESSED VALUE:** \$1,900

As described upon the Assessor's Tax Books and records and referenced in Book 342 Page 469 of the Christian County Recorder of Deed's Office as per the Assessor's assessment records of the property.

**LEGAL DESCRIPTION**

Part of the North Half of Lot 2 of the Northwest Quarter (N 1/2 Lot 2 NW 1/4) of Section 30, Township 26N, Range 21W, Christian County, Missouri, described as commencing at the Northeast corner of Section 25, Township 26N, Range 22W; thence along the East line of said Section 25 S01 degree 42'34"W 662 feet (recorded as 667 feet); thence S88 degrees 21'11"E 135.9 feet to the East right-of-way of U.S. Highway #160 (said point being the Northwest corner of a tract deeded to Paul K. and Lois Campbell) for a true point of beginning; Thence along said right-of-way N0 degrees 06'W 105.00 feet; thence S88 degrees 14'51"E 333.44 feet; thence S0 degrees 06'E 104.29 feet; thence N88 degrees 21'11"W 333.12 feet back to the point of beginning. Subject to all right-of-ways, easements and restrictions of record.

ALSO: A 15 foot wide road easement with 7.5 feet on either side of a centerline described as beginning 7.5 feet North of the SE corner of above described tract; thence S88 degrees 21'11"E 168.4 feet to the West right-of-way of Old U.S. Highway #160, all being in Christian County, Missouri.



RECEIVED  
7-3-10



Image# 004472820005  
Recorded: 06/28/2010  
Total Amt: \$36.00  
Christian County P  
Roy Meadows Recorder  
File# 2010-00007392

BK 2010 PG 7318



**GENERAL WARRANTY DEED**

File #: 10002043

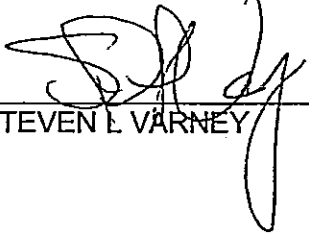
THIS DEED made and entered into this 17th day of June, 2010 by and between  
**STEVEN L VARNEY, A SINGLE PERSON**, Grantor, of the County of Christian, State of Missouri,  
and  
**DOUG STANAGE AND NANCY STANAGE, HUSBAND AND WIFE AND  
EARL E BILYEU, TRUSTEE OF THE REVOCABLE INTER VIVOS TRUST AGREEMENT OF EARL  
E BILYEU**, Grantee, of the County of Christian, State of Missouri,

whose mailing address is: 1455 N Nicholas Rd Nwa MO 65714  
For and in consideration of the sum of Ten Dollars and other valuable considerations paid by the said  
Grantee, the receipt of which is hereby acknowledged, does or do by these presents GRANT,  
BARGAIN AND SELL, CONVEY AND CONFIRM unto the said Grantee, the following described Real  
Estate, situated in the County of Christian, State of Missouri, to wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF**

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 successors and assigns forever, the said Grantor hereby covenanting 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 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  
Grantee, and unto its successors and assigns forever, against the lawful claims and demands of all  
persons whomsoever; excepting however, the general taxes for the current calendar year, and  
thereafter, and special taxes becoming a lien after the date of this deed, and restrictions, easements  
and building set back lines of record, if any and zoning laws.

IN WITNESS WHEREOF, the said Grantor has/have hereunto set their hand(s) the day and year first above written.

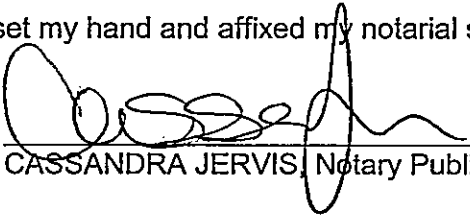
  
\_\_\_\_\_  
STEVEN L. VARNEY

STATE OF MISSOURI     )  
  ) SS  
COUNTY OF CHRISTIAN    )

On this the 17th day of June, 2010, before me personally appeared STEVEN L VARNEY, A SINGLE PERSON, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

CASSANDRA JERVIS  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Greene County - Comm#08507214  
My Commission Expires Mar. 19, 2012

  
\_\_\_\_\_  
CASSANDRA JERVIS, Notary Public

My commission expires:

EXHIBIT "A"

DESCRIPTION OF TRACT A

A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY-SIX (26) NORTH, RANGE TWENTY-TWO (22) WEST, CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-FIVE (25); THENCE NORTH 88°36'05" WEST ALONG THE NORTH LINE THEREOF A DISTANCE OF 94.48 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY - 160 FOR THE POINT OF BEGINNING OF THE PORTION HEREIN BEING DESCRIBED; THENCE SOUTH 0°09'56" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 168.46 FEET; THENCE SOUTH 66°50'06" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 35.91 FEET TO AN INTERSECTION WITH THE ARC OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS SOUTH 66°50'06" WEST, 400.00 FEET; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°21'50" A DISTANCE OF 253.87 FEET TO AN INTERSECTION WITH SAID NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4); THENCE SOUTH 88°36'05" EAST ALONG SAID NORTH LINE A DISTANCE OF 197.49 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN DESCRIBED, CONTAINING 0.403 ACRES MORE OR LESS, IN CHRISTIAN COUNTY, MISSOURI.

DESCRIPTION OF TRACT B

A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY-SIX (26) NORTH, RANGE TWENTY-TWO (22) WEST, CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-FIVE (25); THENCE SOUTH 1°29'45" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 366.40 FEET; THENCE SOUTH 89°51'06" WEST, 84.04 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY - 160 FOR THE POINT OF BEGINNING OF THE PORTION HEREIN DESCRIBED; THENCE SOUTH 4°43'26" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 298.92 FEET; THENCE SOUTH 4°37'05" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 227.31 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 85°13'51" WEST ALONG WOODFIELD ESTATES - PHASE I A DISTANCE OF 116.16 FEET; THENCE SOUTH 18°01'59" WEST ALONG SAID WOODFIELD ESTATES - PHASE I A DISTANCE OF 49.94 FEET; THENCE NORTH 82°03'40" WEST ALONG SAID WOODFIELD ESTATES - PHASE I A DISTANCE OF 217.53 FEET; THENCE NORTH 19°37'53" EAST, 245.50 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 42°37'52"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 167.41 FEET; THENCE NORTH 22°59'59" WEST, 141.04 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 27°04'08"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 106.30 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 12.00 FEET AND A CENTRAL ANGLE OF 81°05'16"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 16.98 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE

LEFT HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 29°51'48"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 65.15 FEET; THENCE NORTH 1°09'21" EAST, 192.78 FEET TO AN INTERSECTION WITH AFORESAID RIGHT-OF-WAY LINE OF U.S. HIGHWAY - 160 AND THE ARC OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS SOUTH 5°11'43" WEST, 300.00 FEET; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 61°38'23" A DISTANCE OF 322.75 FEET; THENCE SOUTH 5°56'15" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 147.96 FEET; THENCE NORTH 89°51'06" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN DESCRIBED, CONTAINING 5.203 ACRES MORE OR LESS SUBJECT TO RIGHTS-OF-WAYS, EASEMENTS AND RESTRICTIONS OF RECORD, IN CHRISTIAN COUNTY, MISSOURI.

#### DESCRIPTION OF TRACT C

A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25, TOWNSHIP 26 NORTH, RANGE 22 WEST, CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25; THENCE SOUTH 1°29'45" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 366.40 FEET; THENCE SOUTH 89°51'06" WEST, 84.04 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY - 160; THENCE SOUTH 4°43'26" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 298.92 FEET; THENCE SOUTH 4°37'05" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 227.31 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 85°13'51" WEST ALONG WOODFIELD ESTATES - PHASE I A DISTANCE OF 116.16 FEET; THENCE SOUTH 18°01'59" WEST ALONG SAID WOODFIELD ESTATES - PHASE I A DISTANCE OF 49.94 FEET; THENCE NORTH 82°03'40" WEST ALONG SAID WOODFIELD ESTATES - PHASE I A DISTANCE OF 217.53 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN DESCRIBED; THENCE CONTINUE NORTH 82°03'40" WEST ALONG SAID WOODFIELD ESTATES - PHASE I A DISTANCE OF 162.53 FEET THENCE NORTH 1°51'25" EAST ALONG SAID WOODFIELD ESTATES - PHASE I A DISTANCE OF 72.12 FEET; THENCE NORTH 38°42'36" WEST ALONG SAID WOODFIELD ESTATES - PHASE I A DISTANCE OF 238.75 FEET TO AN INTERSECTION WITH THE ARC OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEAR SOUTH 38°42'37" EAST, 925.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°45'59" A DISTANCE OF 109.24 FEET; THENCE NORTH 58°03'23" EAST, 296.41 FEET; THENCE SOUTH 22°59'59" EAST, 115.21 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 42°37'52"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 167.41 FEET; THENCE SOUTH 19°37'53" WEST, 245.50 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN DESCRIBED, CONTAINING 2.716 ACRES MORE OR LESS SUBJECT TO RIGHT-OF-WAYS, EASEMENTS AND RESTRICTIONS OF RECORD, IN CHRISTIAN, EXCEPT ANY PART TAKEN OR USED FOR ROADS.

TOGETHER WITH AND SUBJECT TO A 50 FOOT WIDE ROAD EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25, TOWNSHIP 26 NORTH, RANGE 22 WEST, CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25; THENCE NORTH 88°36'05" WEST ALONG THE NORTH LINE THEREOF A DISTANCE OF 466.69 FEET; THENCE SOUTH 1°09'21" WEST, 50.26 FEET TO THE POINT OF BEGINNING OF THE ROAD EASEMENT HEREIN BEING DESCRIBED; THENCE CONTINUE SOUTH 1°09'21" WEST, 192.78 TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 29°51'48"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 65.15 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET AND A CENTRAL ANGLE OF 81°05'16"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 16.98 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 27°04'08"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 106.30 FEET; THENCE SOUTH 22°59'59" EAST, 25.83 FEET; THENCE SOUTH 58°03'23" WEST, 296.41 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 925.00 FEET AND A CENTRAL ANGLE OF 6°45'59"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 109.24 FEET; THENCE NORTH 24°09'15" WEST ALONG WOODFIELD ESTATES - PHASE I A DISTANCE OF 51.57 FEET TO AN INTERSECTION WITH THE ARC OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS SOUTH 37°56'55" WEST, 975.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°00'17" A DISTANCE OF 102.18 FEET; THENCE NORTH 58°03'23" EAST, 241.16 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET AND A CENTRAL ANGLE OF 90°31'39" THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 18.96 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 17°35'51"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 53.75 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 62.00 FEET AND A CENTRAL ANGLE OF 81°10'18"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 87.84 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 29°47'38"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.00 FEET; THENCE NORTH 1°09'21" EAST, 211.01 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY - 160; THENCE SOUTH 62°37'12" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 39.74 FEET TO AN INTERSECTION WITH THE ARC OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS SOUTH 2°27'06" WEST, 300.00 FEET; THENCE EASTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°44'37" A DISTANCE OF 14.37 FEET TO THE POINT OF BEGINNING OF THE ROAD EASEMENT HEREIN DESCRIBED, CONTAINING 0.900 ACRES MORE OR LESS SUBJECT TO RIGHT-OF-WAYS, EASEMENTS AND RESTRICTIONS OF RECORD, IN CHRISTIAN COUNTY, MISSOURI

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD, IF ANY.

CHRISTIAN COUNTY

MISSOURI PROPERTY INDEX CARD

MAP NUMBER

MISSOURI UNIFORM PARCEL NUMBER

COUNTY I.D. NUMBER

TSP	AREA	SECT	1/4SC	BLOCK	PARCEL	
18	0.9	30	002	003	006.001	99

OWNERS NAME AND ADDRESS

PARCEL LOCATION

SLENTZ, TAMARA KAY  
702 W OSAGE DR

119 HIGHLANDVILLE RD

NIXA MO 65714-7162

SCHOOL	MISCELLANEOUS DISTRICTS		
R7	NONE	HV	FIR7
	AMB		

LOT DIMENSIONS

ACQUISITION REFERENCE				ASSESSED		
BOOK/PAGE	DATE	BOOK/PAGE	DATE	DEED	ACREAGE	CALCULATED
0342-000469	12/20/2001			0342-000469	0.00	0.00
0319-007349	09/01/1998			0319-007349		
0296-003196	01/01/1994			0296-003196		
0229-000308	03/01/1987			0229-000308		

PROPERTY DESCRIPTION

PARCEL LOCATED IN	SECTION	TOWNSHIP	RANGE
	30	26	21

DESCRIBED AS:

BEG 667' S & 135' E NECOR SEC 25, N 105', E 3  
33.4', S 103.77W 333.4' TO POB.

30-26-21

BOOK 342 PAGE 0469

2001L 20428

MAIL TO  
CHRISTIAN COUNTY CLOSING  
P.O. BOX 851  
JAMES SCOTT 65714

P. BRUCE HARRIS  
RECORDER OF DEEDS  
CHRISTIAN COUNTY

Christian County Closing Services  
File No. C010337

Filed this 20th day  
of December, 2001  
1:28 PM

### Missouri General Warranty Deed

This Indenture, Made on 4th day of April, 2001, by and between

ROBERT E. MCELWAIN AND BETTY J. MCELWAIN, HUSBAND AND WIFE,  
as GRANTOR, and

TAMARA KAY SLENTZ, A MARRIED PERSON  
as GRANTEE, whose mailing address is:

Property Address: 119 HIGHLANDVILLE ROAD, <sup>MO</sup> Highlandville, Missouri

WITNESSETH: THAT THE GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby Grant, Bargain, Sell, Convey and Confirm unto GRANTEE, GRANTEE'S heirs and assigns, the following described lots, tracts and parcels of land situated in the County of CHRISTIAN and State of Missouri, to wit:


See Appendix A

Subject to easements, restrictions, reservations, and covenants of record, if any.

TO HAVE AND TO HOLD The premises aforesaid with all singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto GRANTEE and unto GRANTEE'S heirs and assigns forever; the GRANTOR hereby covenanting that GRANTOR is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that GRANTOR has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by GRANTOR or those under whom GRANTOR claims, except as stated above and except for all taxes and assessments, general and special, not now due and payable, and that GRANTOR will warrant and defend the title to the said premises unto GRANTEE and unto GRANTEE'S heirs and assigns forever, against the lawful claims and demands of all persons whomsoever. If two or more persons constitute the GRANTOR or GRANTEE, the words GRANTOR and GRANTEE will be construed to read GRANTORS and GRANTEES whenever the sense of this Deed requires.

IN WITNESS WHEREOF, The GRANTOR has hereunto executed this instrument on the day and year above written.

  
ROBERT E. MCELWAIN

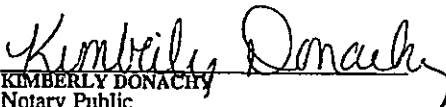
  
BETTY J. MCELWAIN

In The State of Missouri, County of christian, on this 4th day of April, 2001, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ROBERT E. MCELWAIN AND BETTY J. MCELWAIN, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed, and the said further declared that he/she/they are married / unmarried.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

(Seal)

KIMBERLY DONACHY  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Christian County  
My Commission Expires Dec. 17, 2002

  
KIMBERLY DONACHY  
Notary Public

My Term Expires: 12/17/2002

BOOK 342 PAGE 0470

APPENDIX A

Part of the North Half of Lot 2 of the Northwest Quarter (N 1/2 Lot 2 NW 1/4) of Section 30, Township 26N, Range 21W, Christian County, Missouri, described as commencing at the Northeast corner of Section 25, Township 26N, Range 22W; thence along the East line of said Section 25 S01 degree 42'34"W 662 feet (recorded as 667 feet); thence S88 degrees 21'11"E 135.9 feet to the East right-of-way of U.S. Highway #160 (said point being the Northwest corner of a tract deeded to Paul K. and Lois Campbell) for a true point of beginning; Thence along said right-of-way N0 degrees 06'W 105.00 feet; thence S88 degrees 14'51"E 333.44 feet; thence S0 degrees 06'E 104.39 feet; thence N88 degrees 21'11"W 333.42 feet back to the point of beginning. Subject to all right-of-ways, easements and restrictions of record.

ALSO: A 15 foot wide road easement with 7.5 feet on either side of a centerline described as beginning 7.5 feet North of the SE corner of above described tract; thence S88 degrees 21'11"E 168.4 feet to the West right-of-way of Old U.S. Highway #160, all being in Christian County, Missouri.

RECORDED

REC. FEE: 26.00  
PAGES: 2

CHRISTIAN COUNTY, MISSOURI, IN THE  
RECORDERS OFFICE  
P. BRUCE HARRIS, RECORDER OF  
SAID COUNTY, DO HEREBY CERTIFY THAT  
THE WITHIN INSTRUMENT OF WRITING  
WAS, ON 12-20-2001 AT 1:28 PM  
DULY FILED FOR RECORD AND IS  
RECORDED IN THE RECORDS OF THIS  
OFFICE. IN BOOK 342 AT PAGE  
469 IN TESTIMONY WHEREOF, I HAVE  
HEREUNTO SET MY HAND AND AFFIXED MY  
OFFICIAL SEAL AT OZARK, MO., ON  
THIS DATE: 12-20-2001  
P. BRUCE HARRIS, RECORDER  
*P. M. Adams* DEPUTY





Image# 003658990006 Type: LAN  
Recorded: 02/08/2008 at 09:28:45 AM  
Total Amt: \$36.00 Page 1 of 5  
Christian County Recorder  
Roy Meadows Recorder of Deeds  
File# 2008-00001768  
BK 2008 PG 1743



**SPECIAL TRUSTEE'S WARRANTY DEED**

THIS INDENTURE, made on the 6 day of February, 2008, by and between Ruby L. Baird and Robyn L. Schroeder Co-Trustees of The Robert J. Baird Family Trust U/A/D October 2, 2001, party of the first part, GRANTOR and Earl E. Bilyeu, a single person and Doug Stanage and Nancy Stanage, husband and wife, parties of the second part, GRANTEES.

Grantees mailing address: PO Box 382, Nixa Mo 65714

WITNESSETH, that the said party of the first part, in consideration of the sum of ten dollars (\$10.00) AND OTHER VALUABLE CONSIDERATIONS to them paid by the said parties of the second part, the receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN, AND SELL, CONVEY, AND CONFIRM, unto the said parties of the second part, Earl E. Bilyeu, a single person, an undivided one-half interest and Doug Stanage and Nancy Stanage, husband and wife, an undivided one-half interest, their heirs and assigns, the following described real estate situate in the County of Christian, and State of Missouri to-wit:

See attached Exhibit "A"

First Party warrants that they are the duly appointed, qualified and currently acting Trustees under the trust agreement, and that such Agreement and all the powers contained therein, including those hereinafter described, remain in full force and effect, and that Grantor did not alter, nor revoke said Agreement, nor amend it, and

First Party further warrants that the provisions of the aforesaid Agreement, granting Trustees the power of sale relating to the herein described real estate, are as follows:

**RUBY L. BAIRD AND RUBY LUCILLE BAIRD ARE ONE AND THE SAME PERSON**

**ROBYN L. SCHROEDER AND ROBYN LYNN SCHROEDER ARE ONE AND THE SAME PERSON**

ARTICLE VII A. The TRUSTEE may retain any investment or purchase any investment or otherwise acquire or dispose of any investment as directed by the Grantors, either verbally or in writing.

First Party further warrants that there are not other provisions in said Agreement, or any amendments thereto, which limit the aforementioned powers nor are there any provisions in said Agreement, or amendments thereto, by which Grantors retained or gave to any other person or organization the right to negate, consent or approve of the sale by Trustees of the real estate hereinafter described and First Party understands Second Parties rely on and are entitled to rely upon such representations in purchasing the real estate described herein.

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 parties of the second part, and unto their heirs and assigns forever; the said party of the first part hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claim and that they will warrant and defend the title to the said premises unto the said parties of the second part and unto their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set their hand and seal the day and year first above written.

*Ruby L. Baird, Trustee POA Robyn L. Schroeder*

Ruby L. Baird, Co-Trustee Robert J. Baird Family Trust

*Robyn L. Schroeder, Trustee*

Robyn L. Schroeder, Co-Trustee Robert J. Baird Family Trust

EXHIBIT A

File No.: 20080109

A PORTION OF THE NORTH HALF (N1/2) OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER (NW FR1/4) OF SECTION THIRTY (30), TOWNSHIP TWENTY-SIX (26) NORTH, RANGE TWENTY-ONE (21) WEST, CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTH HALF (N1/2) OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER (NW FR1/4) OF SECTION THIRTY (30); THENCE SOUTH 1 DEGREES 29 MINUTES 46 SECONDS WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW1/4) A DISTANCE OF 128.42 FEET; THENCE SOUTH 88 DEGREES 25 MINUTES 51 SECONDS EAST, 242.53 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN BEING DESCRIBED, SAID POINT OF BEGINNING BEING MARKED BY A ONE-HALF INCH REBAR AT THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 160 AND THE ARC OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS SOUTH 43 DEGREES 16 MINUTES 55 SECONDS EAST, 300.00 FEET; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44 DEGREES 05 MINUTES 13 SECONDS A DISTANCE OF 230.84 FEET TO A SET ONE-HALF INCH REBAR; THENCE NORTH 67 DEGREES 14 MINUTES 26 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 70.01 FEET TO A SET ONE-HALF INCH REBAR; THENCE SOUTH 0 DEGREES 09 MINUTES 00 SECONDS EAST, 75.36 FEET TO A FOUND TENT STAKE; THENCE SOUTH 88 DEGREES 02 MINUTES 51 SECONDS EAST, 158.15 FEET TO A SET HALF INCH REBAR; THENCE SOUTH 1 DEGREES 05 MINUTES 51 SECONDS WEST, 39.75 FEET TO A SET HALF INCH REBAR; THENCE NORTH 88 DEGREES 25 MINUTES 51 SECONDS WEST, 432.10 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN DESCRIBED. SUBJECT TO THAT PART TAKEN OR USED FOR ROADS.

ALSO: A PORTION OF THE NORTH HALF (N1/2) OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER (NW FR1/4) OF SECTION THIRTY (30), TOWNSHIP TWENTY-SIX (26) NORTH, RANGE TWENTY-ONE (21) WEST, CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTH HALF (N1/2) OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER (NW FR1/4) OF SECTION THIRTY (30); THENCE SOUTH 89 DEGREES 04 MINUTES 13 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER (NW1/4) A DISTANCE OF 108.44 FEET TO A SET ONE-HALF INCH REBAR AT THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 160 FOR THE POINT OF BEGINNING OF THE PORTION HEREIN BEING DESCRIBED; THENCE CONTINUE SOUTH 89 DEGREES 04 MINUTES 13 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 136.07 FEET TO A SET ONE-HALF INCH REBAR AT AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 160 AND THE ARC OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS SOUTH 29 DEGREES 09 MINUTES 11 SECONDS EAST, 400.00 FEET; THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24 DEGREES 12 MINUTES 32 SECONDS A DISTANCE OF 169.01 FEET TO A FOUND METAL RIGHT-OF-WAY MARKER; THENCE NORTH 37 DEGREES 43 MINUTES 06 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 16.37 FEET TO A SET ONE-HALF INCH REBAR AT AN INTERSECTION WITH SAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 160 AND THE ARC OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS NORTH 89 DEGREES 57 MINUTES 37 SECONDS EAST, 34,273.13 FEET; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0 DEGREES 10 MINUTES 01 SECONDS A DISTANCE OF 99.89 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN DESCRIBED. SUBJECT TO THAT PART TAKEN OR USED FOR ROADS.

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF CHRISTIAN )

On this 6 day of February, 2008, before me personally appeared ~~Ruby L. Baird and~~ Robyn L. Schroeder, Co-Trustees of the Robert J. Baird Family Trust, U/A/D October 2, 2001, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed in their fiduciary capacity as Co-Trustees of the Robert J. Baird Family Trust.

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

*Carol Cockrell*  
Notary Public

My Commission Expires: 12-9-11

GAROL COCKRELL  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Christian County - Comm#07416745  
My Commission Expires Dec. 9, 2011

ACKNOWLEDGMENT BY ATTORNEY-IN-FACT UNDER POWER OF ATTORNEY

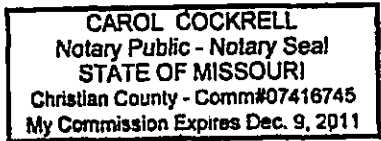
STATE OF MISSOURI )  
 ) SS  
COUNTY OF CHRISTIAN )

On this the 6th day of February, 2008, before me personally appeared **ROBYN L. SCHROEDER**, Attorney-In-Fact for **RUBY L. BAIRD**, known to me to be the person who executed the within document on behalf of Principal and acknowledged that he/she executed the same for the purposes therein stated, and further declared that said Principal is still living and has not revoked said Power of Attorney.

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

*Carol Cockrell*  
CAROL COCKRELL, Notary Public

My commission expires: *12-9-11*



*5/E*

CHRISTIAN COUNTY                      MISSOURI PROPERTY INDEX CARD                      MAP NUMBER

MISSOURI UNIFORM PARCEL NUMBER                      COUNTY I.D. NUMBER

TSP    AREA    SECT    1/4SC    BLOCK    PARCEL  
18    0.9    30    002    003    001.002    99

OWNERS NAME AND ADDRESS

PARCEL LOCATION

BILYEU, EARL (TRUST)  
STANAGE, DOUG & NANCY  
1455 NICHOLAS  
NIXA MO 65714-0000

KENTLING AVE  
  
SCHOOL    MISCELLANEOUS    DISTRICTS  
R7        NONE        HV        FIR7  
          AMB

LOT DIMENSIONS  
137.92X187.1

ACQUISITION REFERENCE				ASSESSED	
BOOK/PAGE	DATE	BOOK/PAGE	DATE	DEED	ACREAGE    CALCULATED
2010-000527	01/14/2010			2010-000527	
2009-015222	10/29/2009			2009-015222	

PROPERTY DESCRIPTION

PARCEL LOCATED IN	SECTION	TOWNSHIP	RANGE
	30	26	21

DESCRIBED AS:

NW NW NWC E663.56, THENCE E187.14 S137.92 W17  
7.39 N39.75 W8.10 N96.07 TO POB.

Image# 004381770003 Type: LAN  
Recorded: 01/14/2010 at 02:02:28 PM  
Total Amt: \$30.00 Page 1 of 3  
Christian County Recorder  
Roy Meadows Recorder of Deeds  
File# 2010-00000533  
BK 2010 PG 527



After recording please return to:  
DAVID N APPLEBY PC  
PO BOX 158  
OZARK MO 65721

**QUIT CLAIM DEED FUNDING REVOCABLE TRUST**

THIS INDENTURE, made on the 31 day of December, 2009, by and between EARL E. BILYEU, a single person, of Christian County, Missouri, Grantor, and EARL E. BILYEU, Trustee of the Revocable Inter Vivos Trust Agreement of EARL E. BILYEU, dated September 1, 1989, as amended, of the County of Christian, State of Missouri, with address at PO Box 382, Nixa, Missouri 65714, Grantee.

WITNESSETH, that the said Grantor, for and in consideration of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS, to him in hand paid by the said Grantee, the receipt of which is hereby acknowledged,

REMISE, RELEASE AND FOREVER QUIT-CLAIM unto the said Grantee, the following described Lots, Tracts, or Parcels of land, lying, being and situate in the County of Christian, State of Missouri, to-wit:

All my interest in and to the following:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the same with all rights, immunities, privileges and appurtenances thereto belonging, unto the said Grantee as Trustee, her successors and assigns forever so that neither the said Grantor nor her heirs nor any other person or persons for her or in her name or behalf shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof; but they and everyone of them shall be by these presents excluded and forever barred.

IN WITNESS WHEREOF, I have hereunto set my hand and seals the date first above set out.

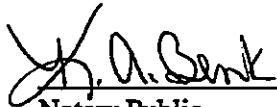
*Earl E Bilyeu*  
EARL E. BILYEU



STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF CHRISTIAN )

On this 31 day of December, 2009, before me, the undersigned personally appeared EARL E. BILYEU, a single person, to me known to be the same person who executed the foregoing instrument, of his own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Ozark, Missouri on the date and year first above written.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

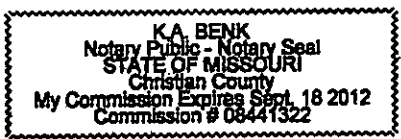


EXHIBIT "A"

DESCRIPTION OF TRACT - A

A PORTION OF THE NORTH HALF OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 26 NORTH, RANGE 21 WEST, CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTH HALF OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 30; THENCE SOUTH 89°04'13" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 663.56 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN BEING DESCRIBED; THENCE CONTINUE SOUTH 89°04'13" EAST ALONG SAID NORTH LINE A DISTANCE OF 187.14 FEET; THENCE SOUTH 0°55'47" WEST, 137.92 FEET; THENCE NORTH 88°25'51" WEST, 177.39 FEET; THENCE NORTH 1°05'51" EAST, 39.75 FEET; THENCE NORTH 88°02'51" WEST, 8.10 FEET; THENCE NORTH 0°08'03" WEST, 96.07 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN DESCRIBED CONTAINING 0.577 ACRES MORE OR LESS, SUBJECT TO RIGHT-OF-WAYS, EASEMENTS AND RESTRICTIONS OF RECORD.





Image# 004391780003 Type: LAN  
Recorded: 01/14/2010 at 02:04:10 PM  
Total Amt: \$30.00 Page 1 of 3  
Christian County Recorder  
Roy Meadows Recorder of Deeds  
File# 2010-00000534

BK 2010 PG 528



After recording please return to:  
DAVID N APPLEBY PC  
PO BOX 158  
OZARK MO 65721

**QUIT CLAIM DEED FUNDING REVOCABLE TRUST**

THIS INDENTURE, made on the 31 day of December, 2009, by and between EARL E. BILYEU, a single person, of Christian County, Missouri, Grantor, and EARL E. BILYEU, Trustee of the Revocable Inter Vivos Trust Agreement of EARL E. BILYEU, dated September 1, 1989, as amended, of the County of Christian, State of Missouri, with address at PO Box 382, Nixa, Missouri 65714, Grantee.

WITNESSETH, that the said Grantor, for and in consideration of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS, to him in hand paid by the said Grantee, the receipt of which is hereby acknowledged,

REMISE, RELEASE AND FOREVER QUIT-CLAIM unto the said Grantee, the following described Lots, Tracts, or Parcels of land, lying, being and situate in the County of Christian, State of Missouri, to-wit:

Tract 1:

Part of the Northwest Quarter of the Northwest Quarter (NW¼ NW¼) of Section 30, Township 26N, Range 21W, Christian County, Missouri, described as commencing at the Northeast corner of a tract deeded in Warranty Deed Book 222 at Page 759, said point being on the West right-of-way of Old Highway #160; thence along the North line of said tract N88°25'51"W 300.00 feet for a true point of beginning; Thence N0°06'W 82.50 feet; thence N88°25'51"W 114.00 feet; thence S0°06'E 199.66 feet; thence S88°14'51"E 129.51 feet; thence N0°06'W 117.57 feet; thence N88°25'51"W 15.50 feet to the point of beginning. SUBJECT TO all right-of-ways, easements and restrictions of record.

Tract 2:

Part of the Northwest Quarter of the Northwest Quarter (NW¼ NW¼) of Section 30, Township 26N, Range 21W, Christian County, Missouri, described as commencing at the Northeast corner of a tract deeded in Warranty Deed Book 222 at Page 759, said point being on the West right-of-way of Old Highway #160; thence along the North line of said tract N88°25'51"W 284.50 feet; thence S0°06'E 117.57 feet for a true point of beginning; Thence

S88°14'51"E 266.72 feet to the West right-of-way of Old Highway #160; thence along said right-of-way along a curve to the right with a radius of 925.4 feet a distance of 30.00 feet (curve having a long chord bearing S13°06'32"W); thence N88°14'51"W 200.00 feet; thence S0°06'E 80.00 feet; thence N86°14'51"W 686.69 feet to the East right-of-way of US Highway #160; thence along said East right-of-way N0°06'W 195.00 feet; thence along the South right-of-way of Kentling Avenue N50°22'31"E 110.96 feet; thence continuing along said South right-of-way along a curve to the right with a radius of 300.00 feet a distance of 51.69 feet; thence S88°25'51"E 377.09 feet; thence S0°06'E 199.66 feet; thence S88°14'51"E 129.51 feet to the point of beginning. SUBJECT TO all right-of-ways, easements and restrictions of record.

**THIS QUIT CLAIM DEED IS BEING RECORDED TO INDICATE A CHANGE IN THE LEGAL DESCRIPTION RESULTING FROM A SURVEY. THE PREVIOUS DESCRIPTION, (WHICH IS A LEGAL DESCRIPTION BY EXCEPTION), USED IN THE QUIT CLAIM DEED RECORDED IN BOOK 2006 PAGE 19933, IS AS FOLLOWS:**

**Tract 1:**

A part of the of the NW¼ of the NW¼ of Section 30, Township 26, Range 21, described as follows: Commencing at the Northwest corner of the above described tract, thence South 337 feet for a place of beginning: Thence South 225 feet and to the Northwest corner of the land formerly sold to and now owned by Clifton Gahagan, thence East to Highway No. 123, thence North along said Highway to a point directly East of the point of beginning, thence West to the said point of beginning. (EXCEPT: From the NW corner of above described tract thence South 482 feet and East to a point, which is 200 feet West of the West right-of way line of State Highway No. 123 for a point of beginning: Thence South 80 feet, thence East 200 feet, more or less to the West, boundary line of Highway No. 123 (Now Highway No. 160), thence North along the West boundary line of said Highway 80 feet, more or less, to a point directly East of the point of beginning, thence West 200 feet, more or less, to the point of beginning. Also Except beg. 667 feet South of the NE corner of Sec. 25, Twp. 26, Range 22, thence East to the Ozark & Galena Public Road, thence Southwest with said road to the Range line between Range 21 and 22, thence North to the Beginning) Also Except right of way for Highway #160 along West side of above described property.

(Also Except: beginning at the Northeast corner of said tract on the West right-of-way of Old Highway 160, thence along the North line of said tract N88° 25'51"W 284.50 feet, thence S0°06'E 117.57 feet, thence S88° 14'51"E 266.72 feet to the West right-of-way of Old Highway 160 thence along said right-of-way along a curve to the left with a radius of 925.4 feet a distance of 119.32 feet back to the point of beginning. Tract contains 0.75 acre, more or less. ). Subject to all right-of-ways easements and restrictions of record.

**Tract 2:**

All of the William Onken Lot described as follows: Beginning at the Southeast corner of the R. J. Nichols lot at a rock planted for a corner in the center of the Ozark

and Galena Road as formerly located, thence South along the center of said road a distance of 5 rods, thence West 62 rods to the Section line, thence North along the said Section line 5 rods to a stone planted for a corner, thence East 62 rods to the place of beginning, containing 2 acres, more or less, the said land being a part of the N½ of the NW¼ of Section 30, Township 26, Range 21. (Except the East 300 feet thereof, and Except right of way for public roads), in Christian County, Missouri.

TO HAVE AND TO HOLD the same with all rights, immunities, privileges and appurtenances thereto belonging, unto the said Grantee as Trustee, her successors and assigns forever so that neither the said Grantor nor her heirs nor any other person or persons for her or in her name or behalf shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof; but they and everyone of them shall be by these presents excluded and forever barred.

IN WITNESS WHEREOF, I have hereunto set my hand and seals the date first above set out.

*Earl E Bilyeu*  
EARL E. BILYEU

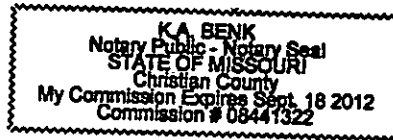
STATE OF MISSOURI     )  
                                  ) ss.  
COUNTY OF CHRISTIAN )

On this 31 day of December, 2009, before me, the undersigned personally appeared EARL E. BILYEU, a single person, to me known to be the same person who executed the foregoing instrument, of his own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Ozark, Missouri on the date and year first above written.

*K.A. Benk*  
Notary Public

My Commission Expires:



CHRISTIAN COUNTY MISSOURI PROPERTY INDEX CARD MAP NUMBER

MISSOURI UNIFORM PARCEL NUMBER COUNTY I.D. NUMBER

TSP AREA SECT 1/4SC BLOCK PARCEL  
19 0.6 24 000 000 019.000 99

OWNERS NAME AND ADDRESS

PARCEL LOCATION

BILYEU, EARL E (TRUST)  
BOX 382

ELLINGSWORTH LN

NIXA MO 65714-0000

SCHOOL MISCELLANEOUS DISTRICTS  
R7 NONE HV FIR7  
AMB

LOT DIMENSIONS

ACQUISITION REFERENCE				ASSESSED		
BOOK/PAGE	DATE	BOOK/PAGE	DATE	DEED	ACREAGE	CALCULATED
0260-000808	10/18/1999			0260-000808	18.20	18.20
0206-000790	08/01/1984			0206-000790		
0154-000069				0154-000069		

PROPERTY DESCRIPTION

PARCEL LOCATED IN SECTION 24 TOWNSHIP 26 RANGE 22

DESCRIBED AS:  
E1/2 SE1/4 SE1/4.

808

# QUIT CLAIM DEED

With Statutory Acknowledgment

THIS INDENTURE, Made on the 10 day of Oct 1989 A. D.  
One Thousand Nine Hundred and Eighty-Nine by and between  
EARL E. BILYEU

Christian  
of the County of Greene, in the State of Missouri, part Y of the first part, and EARL E. BILYEU,  
TRUSTEE OF THE REVOCABLE INTER VIVOS TRUST AGREEMENT OF EARL E. BILYEU,  
DATED SEPTEMBER 1, 1989 P.O. Box 382, Nixa, MO 65714  
Grantee Mailing Address Christian  
of the County of Greene, in the State of Missouri, part Y of the second part.

WITNESSETH, That the said party \_\_\_\_\_ of the first part in consideration of the sum of  
Ten Dollars and other good and valuable consideration DOLLARS  
to him paid by the part Y of the second part, the receipt of which is hereby acknowledged,  
do \_\_\_\_\_ by these presents Remise, Release and forever Quit Claim unto the said part Y of the  
second part the following described lot, tracts, or parcels of land, lying, being and situate in the County of  
Greene, and State of Missouri, to-wit:

TRACTS ONE THROUGH TEN (See attached Exhibit "A", which is incorporated herein and made a part hereof.)

P. BRUCE HARRIS  
RECORDER OF DEEDS  
CHRISTIAN COUNTY  
Filed this 10 day  
of Oct 19 89  
9:40 A.M.

Recorder's Space

TO HAVE AND TO HOLD the same with all rights, immunities, privileges and appurtenances there-  
to belonging unto the said part Y of the second part and his heirs and assigns for-  
ever, so that neither the said part Y of the first part nor his heirs, nor any other person,  
or persons for him or in his name or behalf, shall or will hereafter claim or  
demand any right or title to the sforesaid premises or any part thereof, but they, and every one of them shall  
by these presents be excluded and forever barred.

IN WITNESS WHEREOF, the said part Y of the first part has hereunto set his  
hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

Earl E. Bilyeu (SEAL)  
EARL E. BILYEU (SEAL)  
\_\_\_\_\_  
(SEAL)



TRACT ONE:

Commencing at the Northwest corner of Section 11, township 26N, Range 22W, Christian County, Missouri; thence S0°32'15"W 665.95 feet to the Northwest corner of the South Half of the Northwest Quarter of the Northwest Quarter of said Section; thence along the North line of said South Half of the Northwest Quarter of the Northwest Quarter N87°42'17"E 1176.43 feet for a true point of beginning; thence continuing along said line N87°42'17"E 165.00 feet to the East line of the South Half of the Northwest Quarter of the Northwest Quarter; thence along said East line S0°33'45"W 436.92 feet; thence S88°48'20"W 164.89 feet; thence N0°33'45"E 433.76 feet to the point of beginning.

Also commencing at the Northwest corner of above said Section, thence S0°32'15"W 665.95 feet to the Northwest corner of the South Half of the Northwest Quarter of the Northwest Quarter of said Section; thence along the North line of said South Half of the Northwest Quarter of the Northwest Quarter N87°42'17"E 1011.43 feet for a true point of beginning; thence continuing along said line N87°42'17"E 165.00 feet; thence S0°33'45"W 433.76 feet; thence N89°24'35"W 164.78 feet; thence N0°33'45"E 425.46 feet to the point of beginning. Tracts contain a total of 3.275 acres. Subject to a road right-of-way along the Southerly 20 feet of said tracts and all other right-of-ways and easements of record.

TRACT TWO:

Commencing at the Northwest corner of Section 11, Township 26N, Range 22W, Christian County, Missouri; thence S0°32'15"W 665.95 feet to the Northwest corner of the South Half of the Northwest Quarter of the Northwest Quarter of said Section; thence along the North line of said South Half of the Northwest Quarter of the Northwest Quarter N87°42'17"E 846.43 for a true point of beginning; thence continuing along said line N87°42'17"E 165 feet; thence S0°33'45"W 425.46 feet; thence N83°33'45"W 78.66 feet; thence N76°13'W 88.9 feet; thence N0°33'45"W 388.84 feet to the point of beginning. Also beginning 681.43 feet N87°42'17"E of the NW corner of the South Half of the Northwest Quarter of the Northwest Quarter N87°42'17"E 165 feet; thence S0°33'45"W 388.84 feet; thence N74°58'40"W 160.19 feet; thence N1°04'W 340.75 feet to the point of beginning. Also beginning 516.43 feet N87°42'17"E of the Northwest corner of the South Half of the Northwest Quarter of the Northwest Quarter thence N87°42'17"E 165 feet; thence S1°04'E 340.75; thence N68°15'15"W 172.75 feet; thence N2°16'45"W 270.31 feet to the point of beginning. Also beginning 351.43 feet N87°42'17"E Northwest corner of the Northwest Quarter of the Northwest Quarter thence N87°42'17"E 165 feet; thence S2°16'45"E 270.31 feet; thence N81°43'15"W 165 feet; thence S2°57'E 240.04 feet to the point of beginning. Tracts contain 4.98 acres. Subject to a road right-of-way along the Southerly 20 feet of said tracts and all other right-of-ways and easement of record. No mobile homes allowed. Septic tanks must meet with the State Department of Health specifications. Only two (2) residence may be constructed on this tract of land. The minimum per residence shall be no less than 1350 square feet.

TRACT THREE:

A tract of land situated in the E½ of the NW¼ of Section 11, Township 26 North, Range 22 West, Christian County, Missouri, being more particularly described as follows: Beginning at the Southwest corner of said E½ NW¼; thence N0°34'33"E along the West line of said E½ NW¼, 1185.01 feet for a new point of beginning; thence continue N0°34'33"E along said West line, 380.01 feet; thence S89°25'27"E, 300.00 feet; thence S0°26'14"E 369.10 feet; thence S88°31'40"W, 306.73 feet to the new point of beginning, containing 2.61 acres, more or less. (Tract No. 13).

TRACT FOUR:

All of the Northwest Quarter of the Northeast Quarter (NW¼ NE¼); Also, all that part of the Northeast Quarter of the Northwest Quarter (NE¼ NW¼) bounded and described as follows: Beginning at a point 19 rods South of the Northeast corner of the said Northeast quarter of the Northwest Quarter, Section 36; thence South 29½ rods; thence West of North to a point 10 rods and 3 feet West of the point of beginning; thence East of North to the Northeast corner of said sub-division; thence South to the point of beginning, all in Section 36, Twp. 27, Range 22. (Except that part heretofore conveyed for road purposes.)

ALSO:

The West Half of the Southeast Quarter (W½ SE¼); and the Southeast Quarter of the Southeast Quarter (SE¼ SE¼) of Section 25, Twp. 27, Range 22.

CHRISTIAN COUNTY

MISSOURI PROPERTY INDEX CARD

MAP NUMBER

MISSOURI UNIFORM PARCEL NUMBER

COUNTY I.D. NUMBER

TSP	AREA	SECT	1/4SC	BLOCK	PARCEL	
19	0.7	25	001	002	026.000	99

OWNERS NAME AND ADDRESS

PARCEL LOCATION

STANAGE, DOUG & NANCY  
 BILYEU, EARL E (TRUST)  
 1455 N NICHOLAS RD  
 NIXA MO 65714-0000

WOODFIELD DR  
  
 SCHOOL MISCELLANEOUS DISTRICTS  
 R7 NONE HV FIR7  
 AMB

LOT DIMENSIONS

ACQUISITION REFERENCE				ASSESSED		
BOOK/PAGE	DATE	BOOK/PAGE	DATE	DEED	ACREAGE	CALCULATED
2010-007626	07/02/2010			2010-007626	8.31	8.31
2010-007318	06/28/2010			2010-007318		

PROPERTY DESCRIPTION

PARCEL LOCATED IN	SECTION	TOWNSHIP	RANGE
	25	26	22

DESCRIBED AS:

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Image# Q04472820005 Type: LAN  
Recorded: 06/28/2010 at 08:27:05 AM  
Total Amt: \$35.00 Page 1 of 3  
Christian County Recorder  
Roy Meadows Recorder of Deeds  
File# 2010-00007382

BK 2010 PG 7318



**GENERAL WARRANTY DEED**

File #: 10002043

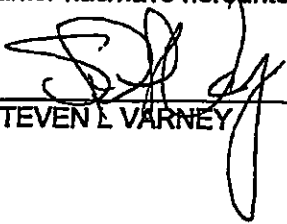
THIS DEED made and entered into this 17th day of June, 2010 by and between  
**STEVEN L VARNEY, A SINGLE PERSON, Grantor, of the County of Christian, State of Missouri,**  
and  
**DOUG STANAGE AND NANCY STANAGE, HUSBAND AND WIFE AND  
EARL E BILYEU, TRUSTEE OF THE REVOCABLE INTER VIVOS TRUST AGREEMENT OF EARL  
E BILYEU, Grantee, of the County of Christian, State of Missouri,**

whose mailing address is: 1455 N Nicholas Rd Nixa MO 65714  
For and in consideration of the sum of Ten Dollars and other valuable considerations paid by the said  
Grantee, the receipt of which is hereby acknowledged, does or do by these presents GRANT,  
BARGAIN AND SELL, CONVEY AND CONFIRM unto the said Grantee, the following described Real  
Estate, situated in the County of Christian, State of Missouri, to wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF**

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 successors and assigns forever, the said Grantor hereby covenanting 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 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  
Grantee, and unto its successors and assigns forever, against the lawful claims and demands of all  
persons whomsoever, excepting however, the general taxes for the current calendar year, and  
thereafter, and special taxes becoming a lien after the date of this deed, and restrictions, easements  
and building set back lines of record, if any and zoning laws.

IN WITNESS WHEREOF, the said Grantor has/have hereunto set their hand(s) the day and year first above written.

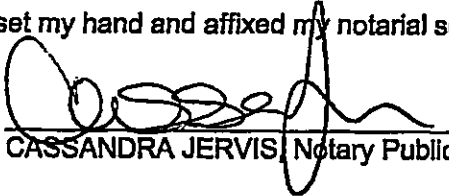
  
\_\_\_\_\_  
STEVEN L. VARNEY

STATE OF MISSOURI     )  
                                  ) SS  
COUNTY OF CHRISTIAN )

On this the 17th day of June, 2010, before me personally appeared STEVEN L. VARNEY, A SINGLE PERSON, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

CASSANDRA JERVIS  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Greene County - Comm#08507214  
My Commission Expires Mar. 19, 2012

  
\_\_\_\_\_  
CASSANDRA JERVIS, Notary Public

My commission expires:

EXHIBIT "A"

DESCRIPTION OF TRACT A

A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY-SIX (26) NORTH, RANGE TWENTY-TWO (22) WEST, CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-FIVE (25); THENCE NORTH 88°38'05" WEST ALONG THE NORTH LINE THEREOF A DISTANCE OF 94.48 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY - 160 FOR THE POINT OF BEGINNING OF THE PORTION HEREIN BEING DESCRIBED; THENCE SOUTH 0°09'56" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 168.46 FEET; THENCE SOUTH 66°50'08" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 35.91 FEET TO AN INTERSECTION WITH THE ARC OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS SOUTH 66°50'08" WEST, 400.00 FEET; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°21'50" A DISTANCE OF 253.87 FEET TO AN INTERSECTION WITH SAID NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4); THENCE SOUTH 88°38'05" EAST ALONG SAID NORTH LINE A DISTANCE OF 197.49 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN DESCRIBED, CONTAINING 0.403 ACRES MORE OR LESS, IN CHRISTIAN COUNTY, MISSOURI.

DESCRIPTION OF TRACT B

A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY-SIX (26) NORTH, RANGE TWENTY-TWO (22) WEST, CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-FIVE (25); THENCE SOUTH 1°29'45" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 366.40 FEET; THENCE SOUTH 89°51'06" WEST, 84.04 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY - 160 FOR THE POINT OF BEGINNING OF THE PORTION HEREIN DESCRIBED; THENCE SOUTH 4°43'26" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 298.92 FEET; THENCE SOUTH 4°37'05" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 227.31 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 85°13'51" WEST ALONG WOODFIELD ESTATES - PHASE I A DISTANCE OF 116.16 FEET; THENCE SOUTH 18°01'59" WEST ALONG SAID WOODFIELD ESTATES - PHASE I A DISTANCE OF 49.94 FEET; THENCE NORTH 82°03'40" WEST ALONG SAID WOODFIELD ESTATES - PHASE I A DISTANCE OF 217.53 FEET; THENCE NORTH 19°37'53" EAST, 245.50 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 42°37'52"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 167.41 FEET; THENCE NORTH 22°59'59" WEST, 141.04 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 27°04'08"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 106.30 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 12.00 FEET AND A CENTRAL ANGLE OF 81°05'16"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 16.98 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE

3

LEFT HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 29°51'48"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 65.15 FEET; THENCE NORTH 1°09'21" EAST, 192.78 FEET TO AN INTERSECTION WITH AFORESAID RIGHT-OF-WAY LINE OF U.S. HIGHWAY - 160 AND THE ARC OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS SOUTH 5°11'43" WEST, 300.00 FEET; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 61°38'23" A DISTANCE OF 322.75 FEET; THENCE SOUTH 5°58'15" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 147.96 FEET; THENCE NORTH 89°51'06" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN DESCRIBED, CONTAINING 5.203 ACRES MORE OR LESS SUBJECT TO RIGHTS-OF-WAYS, EASEMENTS AND RESTRICTIONS OF RECORD, IN CHRISTIAN COUNTY, MISSOURI.

**DESCRIPTION OF TRACT C**

A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25, TOWNSHIP 26 NORTH, RANGE 22 WEST, CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25; THENCE SOUTH 1°29'45" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 366.40 FEET; THENCE SOUTH 89°51'06" WEST, 84.04 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY - 160; THENCE SOUTH 4°43'26" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 298.92 FEET; THENCE SOUTH 4°37'05" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 227.31 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 85°13'51" WEST ALONG WOODFIELD ESTATES - PHASE I A DISTANCE OF 116.16 FEET; THENCE SOUTH 18°01'59" WEST ALONG SAID WOODFIELD ESTATES - PHASE I A DISTANCE OF 49.94 FEET; THENCE NORTH 82°03'40" WEST ALONG SAID WOODFIELD ESTATES - PHASE I A DISTANCE OF 217.53 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN DESCRIBED; THENCE CONTINUE NORTH 82°03'40" WEST ALONG SAID WOODFIELD ESTATES - PHASE I A DISTANCE OF 162.53 FEET THENCE NORTH 1°51'25" EAST ALONG SAID WOODFIELD ESTATES - PHASE I A DISTANCE OF 72.12 FEET; THENCE NORTH 38°42'36" WEST ALONG SAID WOODFIELD ESTATES - PHASE I A DISTANCE OF 238.75 FEET TO AN INTERSECTION WITH THE ARC OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEAR SOUTH 38°42'37" EAST, 925.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°45'59" A DISTANCE OF 109.24 FEET; THENCE NORTH 58°03'23" EAST, 296.41 FEET; THENCE SOUTH 22°59'59" EAST, 115.21 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 42°37'52"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 167.41 FEET; THENCE SOUTH 19°37'53" WEST, 245.50 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN DESCRIBED, CONTAINING 2.716 ACRES MORE OR LESS SUBJECT TO RIGHT-OF-WAYS, EASEMENTS AND RESTRICTIONS OF RECORD, IN CHRISTIAN, EXCEPT ANY PART TAKEN OR USED FOR ROADS.

TOGETHER WITH AND SUBJECT TO A 50 FOOT WIDE ROAD EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25, TOWNSHIP 26 NORTH, RANGE 22 WEST, CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 25; THENCE NORTH 88°38'05" WEST ALONG THE NORTH LINE THEREOF A DISTANCE OF 466.69 FEET; THENCE SOUTH 1°09'21" WEST, 50.26 FEET TO THE POINT OF BEGINNING OF THE ROAD EASEMENT HEREIN BEING DESCRIBED; THENCE CONTINUE SOUTH 1°09'21" WEST, 192.78 TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 29°51'48"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 65.15 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET AND A CENTRAL ANGLE OF 81°05'16"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 16.98 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 27°04'08"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 106.30 FEET; THENCE SOUTH 22°59'59" EAST, 25.83 FEET; THENCE SOUTH 58°03'23" WEST, 296.41 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 925.00 FEET AND A CENTRAL ANGLE OF 6°45'59"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 109.24 FEET; THENCE NORTH 24°09'15" WEST ALONG WOODFIELD ESTATES – PHASE I A DISTANCE OF 51.57 FEET TO AN INTERSECTION WITH THE ARC OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS SOUTH 37°56'55" WEST, 975.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°00'17" A DISTANCE OF 102.18 FEET; THENCE NORTH 58°03'23" EAST, 241.16 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET AND A CENTRAL ANGLE OF 90°31'39" THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 18.96 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 17°35'51"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 53.75 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 62.00 FEET AND A CENTRAL ANGLE OF 81°10'18"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 87.84 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 29°47'38"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.00 FEET; THENCE NORTH 1°09'21" EAST, 211.01 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY – 160; THENCE SOUTH 62°37'12" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 39.74 FEET TO AN INTERSECTION WITH THE ARC OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS SOUTH 2°27'06" WEST, 300.00 FEET; THENCE EASTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°44'37" A DISTANCE OF 14.37 FEET TO THE POINT OF BEGINNING OF THE ROAD EASEMENT HEREIN DESCRIBED, CONTAINING 0.900 ACRES MORE OR LESS SUBJECT TO RIGHT-OF-WAYS, EASEMENTS AND RESTRICTIONS OF RECORD, IN CHRISTIAN COUNTY, MISSOURI

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD, IF ANY.

5/5



Image# 004476440008 Type: LAN  
Recorded: 07/02/2010 at 11:38:09 AM  
Total Amt: \$45.00 Page 1 of 8  
Christian County Recorder  
Roy Meadows Recorder of Deeds  
File# 2010-00007703

BK 2010 PG 7626



**Space above this Line for Recording Data**

Mail to: Dated: 7/1/10 File # 119319

**Title(s) of Document:** Warranty Deed

**Grantor(s):** Steven L. Varney, a single person

**Grantor's Mailing Address:** 2979 State Highway EE, Highlandville, MO 65669

**Grantee(s):** Robert J. Varney and Beverly A. Varney, husband and wife

**Grantee's Mailing Address:** 6105 N. 19<sup>th</sup> Avenue, Ozark, MO 65721

**Reference Book (s):** 2010 **Page(s):** 7091

**Legal Description.:**

See Attached Exhibit "A"

**This Document is being Re-Recorded for the purpose of :**

**This document is being re-recorded to take out the word "EXCEPT" on the Exhibit "A" 2A, typed right above Tract A. None of the property attached should have been "EXCEPTED" out.**



Image# 004470480007 Type: LAN  
Recorded: 08/21/2010 at 04:18:45 PM  
Total Amt: \$42.00 Page 1 of 7  
Christian County Recorder  
Roy Meadows Recorder of Deeds  
File# 2010-00007181  
BK 2010 pg 7091



## GENERAL WARRANTY DEED

119319

THIS DEED, made and entered into this 17th day of June, 2010, by and between Steven L. Varney, a single person, as GRANTOR(S) of the County of Christian, STATE OF MISSOURI, party or parties of the first part and Robert J. Varney and Beverly A. Varney, husband and wife, as GRANTEE(S), of the County of Christian, STATE OF MISSOURI, party or parties of the second part,

GRANTEES MAILING ADDRESS: 6105 N. 19 Ave, Ozark, Mo 65721

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of ONE Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described REAL ESTATE, situated in the COUNTY OF CHRISTIAN and STATE OF MISSOURI, to wit:

See Attached EXHIBIT A for legal Description *page 2A*

**SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD, IF ANY.** 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 party of the second part, and unto their heirs and assigns forever, the said grantors hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that they have good right to convey the same; that the premises are free and clear of any encumbrances done or suffered by them or those under whom they claim and that they will Warrant and Defend the title of the said premises unto the said party of the second part and unto their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever except as herein before stated, and except for the lien of taxes, both general and special.

STS

SUBJECT to covenants, conditions, easements, restrictions and reservations of record, if any.

WORDS and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

*Steven L. Varney*  
\_\_\_\_\_  
\_\_\_\_\_

Steven L. Varney

State of Missouri }  
                          } ss.  
County of Christian }

On this 17th day of June, 2010, before me personally appeared Steven L. Varney, a single person. To me known to be the person(s) described in and who execute the foregoing instrument and acknowledged that he/she executed that same as his/her free act and deed.

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

*Susan L. Russo*  
\_\_\_\_\_  
Notary Public: Susan L. Russo  
My Commission expires: December 2, 2010



EXHIBIT A

ALL OF LOTS 19, 20, 21, 23, 25, 33, 43, 44, 45, 47, 48, 52, 53 IN WOODFIELD ESTATES PHASE I, A SUBDIVISION IN THE CITY OF HIGHLANDVILLE CHRISTIAN COUNTY, MISSOURI.

ALSO:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE ¼ NE ¼) OF SECTION 25, TOWNSHIP 26, RANGE 22, IN CHRISTIAN COUNTY, MISSOURI.

**TRACT A:**

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 26 NORTH, RANGE 22 WEST, CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25; THENCE NORTH 88°36'05" WEST ALONG THE NORTH LINE THEREOF A DISTANCE OF 94.48 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY - I60 FOR THE POINT OF BEGINNING OF THE PORTION HEREIN BEING DESCRIBED; THENCE SOUTH 0 DEGREES 09'56" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 168.46 FEET; THENCE SOUTH 66°50'06" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 35.91 FEET TO AN INTERSECTION WITH THE ARC OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS SOUTH 66°50'06" WEST, 400.00 FEET; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°21' 50" A DISTANCE OF 253.87 FEET TO AN INTERSECTION WITH SAID NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 88°36 '05" EAST ALONG SAID NORTH LINE A DISTANCE OF 197.49 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN DESCRIBED, SUBJECT TO RIGHT-OF-WAYS, EASEMENTS AND RESTRICTIONS OF RECORD.

**TRACT B:**

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 26 NORTH, RANGE 22 WEST, CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25; THENCE SOUTH 1 DEGREE 29' 45" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 366.40 FEET; THENCE SOUTH 89 DEGREES 51' 06" WEST, 84.04 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY - 160 FOR THE POINT OF BEGINNING OF THE PORTION HEREIN BEING DESCRIBED; THENCE SOUTH 4 DEGREES 43'26" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 298.92 FEET; THENCE SOUTH 4 DEGREES 37' 05" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 227.31 FEET;

2A

THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 85 DEGREES 13' 51 WEST ALONG WOODFIELD ESTATES - PHASE I A DISTANCE OF 116.16 FEET; THENCE SOUTH 18 DEGREES 01' 59" WEST ALONG SAID WOODFIELD ESTATES - PHASE I A DISTANCE OF 49.94 FEET; THENCE NORTH 82 DEGREES 03' 40" WEST ALONG SAID WOODFIELD ESTATES - PHASE I A DISTANCE OF 217.53 FEET THENCE NORTH 19 DEGREES 37' 53" EAST, 245.50 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 42 DEGREES 37' 52" THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 167.41 FEET; THENCE NORTH 22 DEGREES 59' 59" WEST, 141.04 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 27 DEGREES 04' 08"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 106.30 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 12.00 FEET AND A CENTRAL ANGLE OF 81 DEGREES 05' 16" THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 16.98 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 29 DEGREES 51' 48"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 65.15 FEET; THENCE NORTH 1 DEGREE 09' 21" EAST, 192.78 FEET TO AN INTERSECTION WITH AFORESAID RIGHT-OF-WAY LINE OF U.S. HIGHWAY - 160 AND THE ARC OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS SOUTH 5 DEGREES 11' 43" WEST, 300.00 FEET; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 61 DEGREES 38' 23" A DISTANCE OF 322.75 FEET; THENCE SOUTH 5 DEGREES 56' 15" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 147.96 FEET; THENCE NORTH 89 DEGREES 51' 06" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN DESCRIBED, SUBJECT TO RIGHT-OF-WAYS, EASEMENTS AND RESTRICTIONS OF RECORD.

**TRACT C:**

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 26 NORTH, RANGE 22 WEST, CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25; THENCE SOUTH 1 DEGREE 29' 45" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 366.40 FEET; THENCE SOUTH 89 DEGREE 51' 06" WEST, 84.04 FEET TO A POINT ON THE EASTERLY RIGHT-OF LINE OF U.S HIGHWAY - 160; THENCE SOUTH 4 DEGREES 43' 26" WEST ALONG SAID RIGHT- OF-WAY LINE A DISTANCE OF 298.92 FEET; THENCE SOUTH 4 DEGREES 37' 05" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 227.31 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 85 DEGREES 13' 51" WEST ALONG WOODFIELD ESTATES PHASE I A DISTANCE OF 116.16 FEET;

THENCE SOUTH 18 DEGREES 01' 59" WEST ALONG SAID WOODFIELD ESTATES - PHASE I A DISTANCE OF 49.94 FEET; THENCE NORTH 82 DEGREES 03'40" WEST ALONG SAID WOODFIELD ESTATES- PHASE I A DISTANCE OF 217.53 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN BEING DESCRIBED; THENCE CONTINUE NORTH 82 DEGREES 03'40" WEST ALONG SAID WOODFIELD ESTATES - PHASE I A DISTANCE OF 162.53 FEET THENCE NORTH 1 DEGREE 51' 25" EAST ALONG SAID WOODFIELD ESTATES - PHASE I A DISTANCE OF 72.12 FEET; THENCE NORTH 38 DEGREES 42'36" WEST ALONG SAID WOODFIELD ESTATES - PHASE I A DISTANCE OF 238.75 FEET TO AN INTERSECTION WITH THE ARC OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS SOUTH 38 DEGREES 42'37" EAST, 925.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6 DEGREES 45'59" A DISTANCE OF 109.24 FEET; THENCE NORTH 58 DEGREES 03' 23" EAST, 296.41 FEET; THENCE SOUTH 22 DEGREES 59' 59" EAST, 115.21 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 42 DEGREES 37'52"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 167.41 FEET; THENCE SOUTH 19 DEGREES 37'53" WEST, 245.50 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN DESCRIBED, SUBJECT TO RIGHT-OF-WAYS, EASEMENTS AND RESTRICTIONS OF RECORD.

50 FOOT WIDE ROAD EASEMENT

A 50 FOOT WIDE ROAD EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 26 NORTH, RANGE 22 WEST, CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25; THENCE NORTH 88 DEGREES 36 '05" WEST ALONG THE NORTH LINE THEREOF A DISTANCE OF 466.69 FEET; THENCE SOUTH 1 DEGREE 09'21" WEST, 50.26 FEET TO THE POINT OF BEGINNING OF THE ROAD EASEMENT HEREIN BEING DESCRIBED; THENCE CONTINUE SOUTH 1 DEGREE 09' 21" WEST, 192.78 TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 29 DEGREES 51 '48"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 65.15 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET AND A CENTRAL ANGLE OF 81 DEGREES 05'16"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 16.98 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 27 DEGREES 04'08"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 106.30 FEET; THENCE SOUTH 22 DEGREES 59'59" EAST, 25.83 FEET; THENCE SOUTH 58 DEGREES 03'23" WEST, 296.41 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 925.00 FEET AND A CENTRAL ANGLE OF 6

DEGREES 45' 59"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 109.24 FEET; THENCE NORTH 24 DEGREES 09' 15" WEST ALONG WOODFIELD ESTATES - PHASE I A DISTANCE OF 51.57 FEET TO AN INTERSECTION WITH THE ARC OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS SOUTH 37 DEGREES 56'55" WEST, 975.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6 DEGREES 00'17" A DISTANCE OF 102.18 FEET; THENCE NORTH 58 DEGREES 03' 23" EAST, 241.16 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 31 '39" THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 18.96 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 17 DEGREES 35' 51"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 53.75 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 62.00 FEET AND A CENTRAL ANGLE OF 81 DEGREES 10'18' THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 87.84 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 29 DEGREES 47'38" THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.00 FEET; THENCE NORTH 1 DEGREES 09' 21" EAST, 211.01 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY - 160; THENCE SOUTH 62 DEGREES 37'12" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 39.74 FEET TO AN INTERSECTION WITH THE ARC OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS SOUTH 2 DEGREES 27'06" WEST, 300.00 FEET; THENCE EASTERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2 DEGREES 44'37" A DISTANCE OF 14.37 FEET TO THE POINT OF BEGINNING OF THE ROAD EASEMENT HEREIN DESCRIBED, SUBJECT TO RIGHT-OF-WAYS, EASEMENTS AND RESTRICTIONS OF RECORD.

**TRACT D:**

Being a tract of land located in the West one-half (W 1/2) of the Southeast Quarter (SE 1 of Section Nineteen (1 9), Township Twenty-Six (26), Range Twenty-One (21), located in the City of Highlandville, Christian County, Missouri, and being more particularly described as follows: Beginning at a 1/2" rebar found for the Southeast corner of said called 14.77 acres, said point being at the intersection of the East line of the West one-half (W 1/2) of the Southeast Quarter with the North right-of-way of State Highway "EE", said point also being of a curve to the left, concave Southerly having a radius of 1,175 69 feet and a central an of 08° 12' 47", thence with said North right-of-way, Westerly along the arc of said curve distance of 168.53 feet, said arc subtended by a chord which bears North 78° 37' 34" West a distance of 168.39 feet to a point for the curve's end, thence

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continuing with said North right-of-way 82 degrees 43' 58" West a distance of 151.38 feet to a 1/2 rebar set for the Southeast corner of the above described residence tract; thence leaving said right of-way and with the boundary of said residence tract the following courses and distances: North 01° 51' 36" East a distance of 231.32 feet to a 1/2" rebar set; thence North 88° 40' 35" West a distance of 225.40 feet to a 1/2" rebar set; and South 02° 51' 22" West a distance of 207.68 feet to a 1/2" rebar set for the Southwest corner of said residence tract, said point also being in said North right-of-way and the point of beginning of a non-tangent curve, Southerly having a radius of 411.93 and a central angle of 49° 40' 25", thence with said North right-of-way, Westerly along the arc of said curve to the left, a distance of 357.13, said arc subtended by a chord which bears South 71° 03' 15" West a distance of 346.05 feet to a point for the curve's end; thence continuing with said North right-of-way, South 46° 13' 02" West, a distance of 149.85, thence leaving said North right-of-way, North 89° 18' 17" West a distance of 307.44 feet to a point for the Southwest corner of said called 14.77 acres, said point bears North 01° 16' 53" B of 35.00 feet for a 1/2" rebar found in the South line of a 35 foot roadway easement; thence North 01 degrees 16' 53" East, a distance of 643.24 feet to a 1/2" rebar found for the Northwest corner of said called 14.77 acres; thence South 88° 29' 28" East, a distance of 1283.16 feet to a 1/2" rebar found for the Northeast corner of said called 14.77 acres; thence South 01 degree 17' 21" West a distance of 478.44 feet to the point of beginning, all in Christian County, Missouri, subject to any part thereof taken, deeded or used for road or highway purposes.

TRACT E:

Commencing at the intersection of the East line of the West one-half(W 1/2) of the Southeast Quarter (SE 1/4), in Section Nineteen (19), Township Twenty-Six (26), Range Twenty-One (21), in the City of Highlandville, Christian County, Missouri, and the North right-of-way of State Highway "EE"; thence along said East line North 00° 55' 50" East 478.39 feet for a true point of beginning; thence continuing along said line, North 00° 55' 50" East 848.47 feet; thence N 88° 51' 24" West 1283.69 feet; thence South 00° 54' 13" West 848.47 feet; thence South 88° 51' 24" East 1283.29 feet to the point of beginning, all in Christian County, Missouri, subject to any part thereof taken, deeded or used for road or highway purposes.

ALSO:

The right-of-way of ingress and egress over 35 foot wide road easement, the East line and then the North line being described as beginning at the Northwest corner of the above described 25.06 acre tract; thence South 00° 54' 13" West 1491.72 feet; thence South 89° 40' 18" East 3 07.239 feet to the North right-of-way of State Highway "EE" for an end to said easement.

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