

TITLE INSURANCE  
ABSTRACTS  
CLOSINGS  
FAX NUMBER  
(417) 326-6160

**SHELL TITLE COMPANY &  
POLK COUNTY ABSTRACT**

*Serving Polk County since 1870*  
P.O. Box 24: 818 S. Springfield Avenue  
BOLIVAR, MO 65613

(417) 326-LAND (417) 326-4331



To: Sidney Allen  
LOCATION: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
FAX No. \_\_\_\_\_

**FROM:** Janet  
LOCATION: Shell Title Co.  
E-Mail: [jstalker@shelltitle.com](mailto:jstalker@shelltitle.com)  
FAX NUMBER: 417-326-6160  
TELEPHONE: 417-326-4331

NOTES: TR copies for Industrial Dev. Authority  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: 8-8-16

Number of pages including cover sheet 38.

Closing contact EMAIL: [bpearson@shelltitle.com](mailto:bpearson@shelltitle.com)

**SHELL TITLE CO.**  
**818 S. Springfield Ave., P.O. Box 24**  
**Bolivar, Mo. 65613**  
Ph. 417-326-4331  
Fax 417-326-6160  
EMAIL: [bpearson@shelltitle.com](mailto:bpearson@shelltitle.com)

DATE: August 8, 2016

**To: City of Bolivar**  
**Attn: Sidney Allen**

**Re: Industrial Development Authority**  
**Pt. 10-33-23**

**File #1607-061**

**Title Report                      \$150.00**

**TOTAL :                              \$150.00**

**STATEMENT**

TITLE INSURANCE  
ABSTRACTS  
CLOSINGS

FAX NUMBER  
(417) 326-6160

**SHELL TITLE COMPANY &  
POLK COUNTY ABSTRACT**

*Serving Polk County since 1870*

109 EAST BROADWAY  
BOLIVAR, MO 65613

(417) 326-LAND (417) 326-4331



TO: City of Bolivar  
Attn: Sidney Allen

\$150.00  
File #1607-061

**IN RE:** See Attached Legal Description in Warranty Deed recorded in Book 562, Page 1086; less & except Book 614, Page 1439; less & except Book 675, Page 317; less & except Book 734, Page 256.

We have searched the records in Polk County, Missouri, and do hereby certify that we find the following in regard to the described land and the purported record owners thereof;

**PURPORTED OWNERS:**

**SUBJECT:**

1. Waterline Easement in Book 605, Page 369.
2. Sewer Easement in Book 605, Page 371.
3. Survey in Survey Book 2, Page 20.
4. Survey in Survey Book 8, Page 115.
5. Survey in Survey Book 11, Page 10.
6. Warranty Deed in Book 614, Page 1439. (Sell-off)
7. Covenants, Conditions & Restrictions in Book 645, Page 991.
8. Amendment Number One to Covenants, Conditions & Restrictions in Book 675, Page 66.
9. Warranty Deed in Book 675, Page 317. (Sell-off)
10. Warranty Deed in Book 734, Page 256. (Sell-off)

**COPIES ATTACHED.**

**REQUEST FOR NOTICE OF SALE: NONE**

**JUDGMENTS:        NONE**

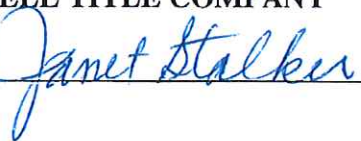
**TAX LIENS:         NONE**

**TAXES:        TAX EXEMPT**

**SPECIAL NOTE:** Since no search has been made as to whether the grantors in the instruments referred to above actually owned the property attempted to be conveyed, nor as to whether the above instruments are a valid conveyance, this certificate cannot be relied upon as establishing Ownership, but is only intended to show the names of the person(s) presently appearing to claim ownership as reflected by the above records, and the encumbrances above described. THIS SHOULD NOT BE CONSTRUED AS A TITLE OPINION. Liability of the Company under this certificate is limited to the amount paid for the same. This certificate extends from December 29, 1993 at 3:40 p.m. to July 27, 2016 at 8:00 a.m..

**SHELL TITLE COMPANY**

**BY**

\_\_\_\_\_

This certificate does not include financing statements filed in compliance with the Commercial Code when said statements are not recorded in the real estate volumes, however we found none in the time period above described unless otherwise shown above. Judgments are certified to a three year period preceding July 27, 2016 at 8:00 a.m. and included in the search was:

Industrial Development Authority of the City of  
Bolivar

**WARRANTY DEED**

THIS INDENTURE, made on the 29th day of December, 1993, by and between **GEORGE W. POWELL**, Individually and as Trustee of the George W. Powell Trust and **ILA M. POWELL**, Individually and as Trustee of the Ila M. Powell Trust, as parties of the first part, whether one or more, and **THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF BOLIVAR**, a Missouri Industrial Development Corporation, of the County of Polk, in the State of Missouri, hereinafter referred to as party of the second part, whether one or more. Mailing address of said first named grantee is P O Box 9, Bolivar MO 65613.

**WITNESSETH**, that the said parties of the first part, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to them paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents, **GRANT, BARGAIN, AND SELL, CONVEY, AND CONFIRM**, unto the said party of the second part, its successors and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Polk and State of Missouri, to-wit:

**Tract I:** (As owned by Grantors individually) All that part of the West Half of the Southeast Quarter of Section 10, Township 33 North, Range 23 West lying South and West of State Highway Route 13 as now located, except any part off the South side thereof for public road and highway and less and except the abutter's right of direct access between said Route 13 and the abutting land in the West Half of the Southeast Quarter of Section 10, Township 33 North, Range 23 West as provided in the Report of Commissioner's recorded in Book 274, Page 244;

**Tract II:** (As owned by Grantor Trusts) All that part of the East Half of the Southwest Quarter of Section 10, Township 33 North, Range 23 West, which lies West of State Highway Route 13 as now located,

Less and Except the abutter's right of direct access between said Route 13 and the abutting land in the Northeast Quarter of the Southwest Quarter of Section 10, Township 33 North, Range 23 West as provided in the Right of Way Deed to the State of Missouri recorded in Book 267, Page 601. Subject to public road along the North side thereof;

Also except a tract of land in the Southeast Quarter of the Southwest Quarter of Section 10, Township 33 North, Range 23 West described as beginning at the Southeast Corner of said Southeast Quarter of the Southwest Quarter, thence 349.5 feet, thence West 162.0 feet, thence South 349.5 feet, thence East 162.0 feet to the point of beginning, less that part for public right of way;

Also except a tract of land in the Southeast Quarter of the Southwest Quarter of Section 10, Township 33 North, Range 23 West described as commencing at the Southeast Corner of said Southeast Quarter of the Southwest Quarter, thence North 88 degrees 08 minutes 52 seconds West along the South line of said

Quarter-Quarter a distance of 162.0 feet; thence North 2 degrees 17 minutes 43 seconds East and parallel to the East line of said Southwest Quarter a distance of 30.05 feet to a point on the North Right of Way of "T" Highway and the true point of beginning of the tract to be herein described; thence North 2 degrees 17 minutes 43 seconds East a distance of 246.08 feet; thence North 88 degrees 18 minutes 10 seconds West a distance of 198.32 feet; thence South 1 degree 36 minutes 42 seconds West a distance of 245.13 feet to a point on said Right of Way; thence South 88 degrees 18 minutes 10 seconds East along said Right of Way a distance of 195.28 feet to the true point of beginning.

Subject to easements and restrictions and situate in Polk County, Missouri.

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 its successors and assigns forever; the said parties of the first part each separately covenanting that they are lawfully seized of an indefeasible estate in fee in the tracts noted above; that they have good right to convey the tracts noted above; 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 tracts noted above unto the said party of the second part and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

AND THE SAID PARTIES OF THE FIRST PART FURTHER COVENANT AND WARRANT that the terms and provisions of the aforesaid Trust Agreement grant to the Trustee them full power and authority to sell, convey, mortgage, or otherwise deal in and with real estate in their capacities of Trustees.

AND IT IS FURTHER COVENANTED AND AGREED that there are no other provisions of the Trust Agreement which limit, restrict, or require the approval of any third person to exercise the power to sell and convey said real estate.

Reference herein to the masculine singular shall refer to all parties that the context shall require, whether masculine, feminine, or neuter, and whether one or more.

IN WITNESS WHEREOF, this deed has been executed the day and year first above written.

George W. Powell  
George W. Powell, Individually and as  
Trustee of the George W. Powell Trust.

Ila M. Powell  
Ila M. Powell, Individually and as  
Trustee of the Ila M. Powell Trust.

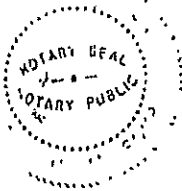
01088

STATE OF MISSOURI     )  
                                  ) ss.  
COUNTY OF POLK        )

On this 29th day of December, 1993, before me personally appeared George W. Powell, Individually, and George W. Powell as Trustee of the George W. Powell Trust and Ila M. Powell, Individually, and Ila M. Powell as Trustee of the Ila M. Powell Trust, to me known to be the persons described in and who executed the foregoing instrument, and did say that they are the Trustee of their respective Trust, that said Trusts remain fully effective, that they have full power and authority under said Trust Agreements to sell or convey the premises herein described, and the said George W. Powell and Ila M. Powell, both individually and as Trustees each acknowledged that they executed the same as their free act and deed as such Trustees.

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

My term of office as a Notary Public will expire 4/18/1996



Brenda Pearson  
Brenda Pearson, Notary Public

5982  
STATE OF MISSOURI  
COUNTY OF POLK

Filed for record 29th day of December, 1993  
at 3 o'clock 40 minutes P m and duly  
recorded in book 562 at page 1086 - 1088

Witness my hand and official seal this day and year

above written  
Sharon Payne  
Deputy

Vesta Seiner, Recorder

## WATERLINE EASEMENT

## KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF BOLIVAR, MISSOURI, hereinafter referred to as GRANTOR, by the City of Bolivar, Missouri, P.O. Box 9, Bolivar, Missouri 65613, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, an easement to grantee, its agent and employees, to construct, install, operate and maintain or replace a water under, over and across the land of the GRANTOR situate in Polk County, State of Missouri, being described as follows:

7.5 feet on the North and West sides and variable on the South side to the North Right-of-Way of Missouri Highway "T" and variable on the East side of the West Right-of-Way of Missouri Highway "13" of the following described centerlines. Beginning North 76° 47' 46" East 154.63 feet from the Southwest Corner of the West One-Half (W½) of the Southeast Quarter (SE¼) of Section 10, Township 33 North, Range 23 West, thence South 88° 21' 48" East 647.00 feet, thence North 03° 36' 45" East 90.00 feet, thence North 07° 04' 05" West 10.00 feet to a "Tee", thence North 82° 52' 30" East 5.00 feet, thence North 60° 25' 38" East to the West Right-of-Way of Missouri Highway "13" and beginning at said "Tee" thence North 07° 04' 57" West 15.00 feet.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, their successors and assigns, by the reason of the installation, operation and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, their successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns, but shall terminate upon completion of the improvements described herein.

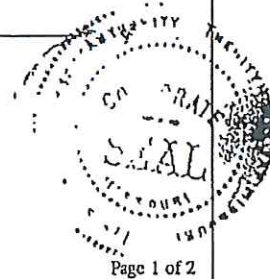
IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed this 16<sup>th</sup> day of April, 1999.

Industrial Development Authority  
of the City of Bolivar, Missouri

By *L. D. Silvey*  
L. D. Silvey, President

Attest:

*Angela R. Hutchinson*  
Secretary





STATE OF MISSOURI )  
 ) ss.  
 COUNTY OF POLK )

On this 16<sup>th</sup> day of April, 1999, before me personally appeared L.D. Silvey, to me known, who being by me duly sworn, did say that he is the Industrial Development Authority of City of Bolivar, Missouri, a corporation, that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and the said L.D. Silvey acknowledged said instrument to be the free act and deed of said corporation.

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

My term of office as a Notary Public will expire 01-15-02.

J. L. Doty  
 Notary Public



JANICE L. DOTY Notary Public  
 Dallas County State of Missouri  
 My Commission Expires Jan 15, 2002

STATE OF MISSOURI )  
 ) ss. # 1982  
 COUNTY OF POLK )

I, the undersigned, Recorder of Deeds in and for said County, do hereby certify that the foregoing instrument of writing was filed for record in my office, on the 23 day of April, 1999, at 10 o'clock and 22 minutes A.m., and has been duly recorded in Book 605 at Page 368-370

WITNESS my hand and official seal, this 23 day of April, 1999.

Uesta D. Davis, Recorder

By Marshe Marshall, Deputy Recorder

## SEWER EASEMENT

## KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF BOLIVAR, MISSOURI, hereinafter referred to as GRANTOR, by the City of Bolivar, Missouri, P.O. Box 9, Bolivar, Missouri 65613, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove a sewer line over, across, and through the land of the GRANTOR situate in Polk County, State of Missouri, said land being described as follows:

Part of a tract described in Deed Book 562 at Page 1086 in the Deed Records in Polk County, Missouri, being 7.5 feet on either side of the following described centerline: Commencing North 21° 07' 20" East 48.62 feet from the Southwest Corner of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section 10, Township 33 North, Range 23 West, thence South 88° 13' 52" East 150.0 feet, thence North 86° 04' 09" East 400.00 feet, thence South 83° 13' 24" East 400.00 feet, thence North 03° 05' 45" East 125.00 feet, thence North 02° 45' 03" East 421.30 feet, thence North 03° 17' 47" East 400.00 feet, thence North 60° 13' 51" East 225.00 feet, thence North 61° 03' 45" East 300.00 feet, thence North 60° 17' 40" East 28.85 feet to the Westerly right of way of Missouri Highway "13".

Lift Station: Beginning at the North right of way of Missouri Highway "T" on the West line of the East Half (E½) of the Southwest Quarter (SW¼) of Section 10, Township 33 North, Range 23 West, thence North 50.00 feet, thence East 50.00 feet, thence South 50.00 feet, thence West 50.00 feet to the point of beginning.

Also, Grantor grants a temporary construction easement to grantee, its agent and employees, with necessary equipment, to enter upon and have access to the real property of which the above described permanent easement is part, for the purpose of installing a sewer line crossing said property, including the right of ingress and egress over the adjacent lands of the GRANTOR, their successors and assigns, for the purposes of this easement. This temporary easement shall terminate upon completion of the work described in this Paragraph.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, their successors and assigns, by the reason of the installation, operation and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, their successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed this 16<sup>th</sup> day of April, 1999.

Industrial Development Authority  
of the City of Bolivar, Missouri

By

L. D. Silvey, President

Attest:

Frederick R. Hestert  
Secretary

STATE OF MISSOURI )

) ss.

COUNTY OF POLK )

On this 16<sup>th</sup> day of April, 1999, before me personally appeared L.D. Silvey, to me known, who being by me duly sworn, did say that he is the Industrial Development Authority of City of Bolivar, Missouri, a corporation, that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and the said L.D. Silvey acknowledged said instrument to be the free act and deed of said corporation.

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

My term of office as a Notary Public will expire 01-15-02.

J. L. Doty  
Notary Public



JANICE L. DOTY Notary Public  
Dallas County State of Missouri  
My Commission Expires Jan 15, 2002

00373

STATE OF MISSOURI )  
 ) ss. 4/1983  
COUNTY OF POLK )

I, the undersigned, Recorder of Deeds in and for said County, do hereby certify that the foregoing instrument of writing was filed for record in my office, on the 23 day of April, 19 99, at 10 o'clock and 24 minutes A.m., and has been duly recorded in Book 605 at Page 371-373

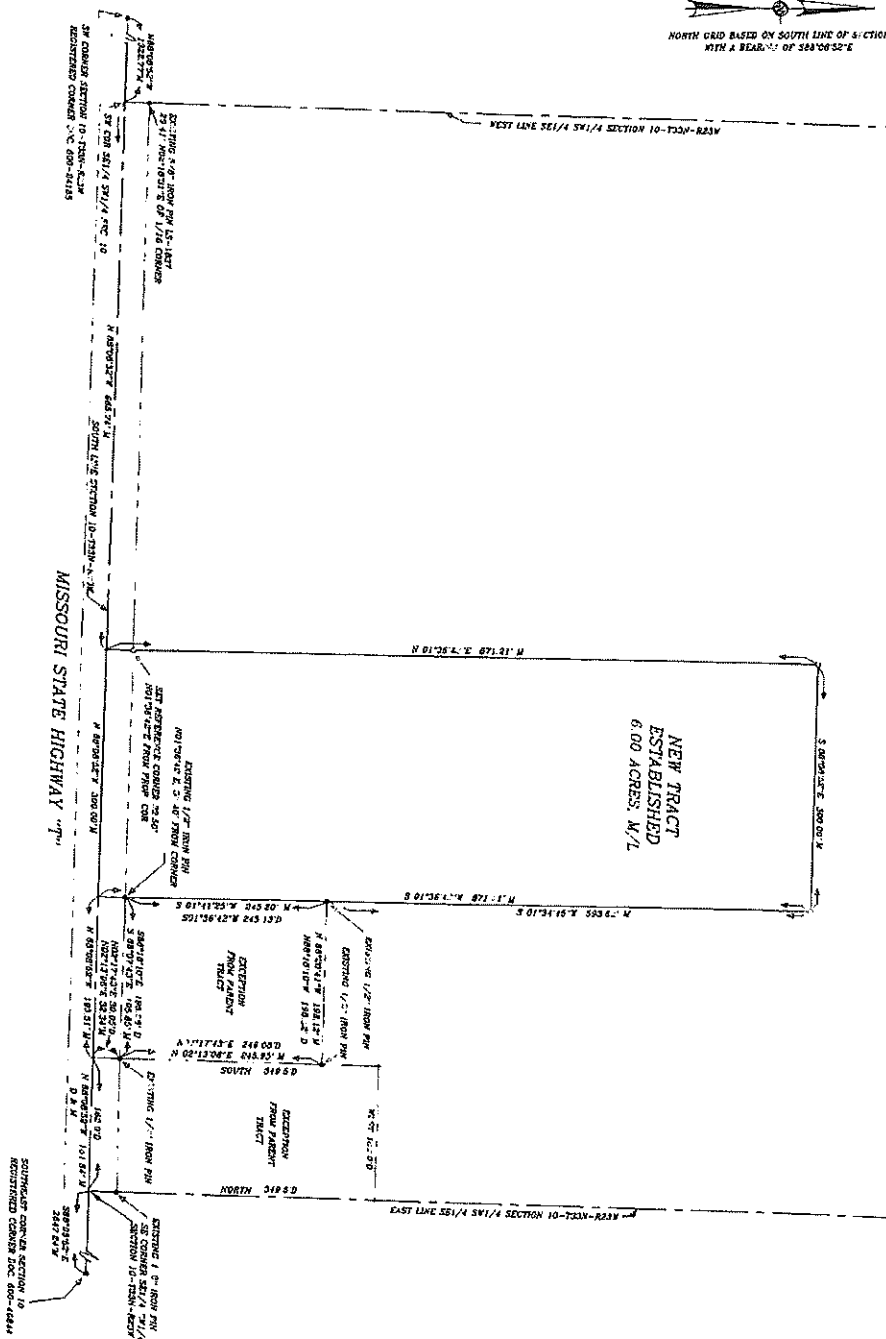
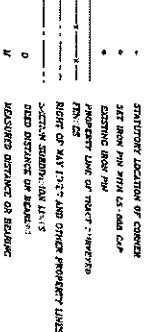
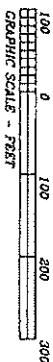
WITNESS my hand and official seal, this 23 day of April, 19 99.

Vesta Deiner, Recorder

By Marsha Marshall Deputy Recorder

## 2/20

NEXT LINE SEE 1/4 SW 1/4 SECTION 10-T33N-R23W



CLASS OF PROPERTY IS URBAN BUT  
THIS IS NOT AN ALTA SURVEY

A level of land situated on the S1/4, S1/4 of Section 10, Township 33 North, Range 23 West, Park County, Minnesota, more particularly described as follows:

Beginning at a point on the south line of said S1/4, said point being S89°00'32"E. 66.71' feet, distant from the southwestern corner of said section 10, and running S89°00'32"E. 120.00' feet to the south line of said S1/4, thence N61°39'42"E. 65.71' feet to an iron pin, the disk of which is 589°00'32"E. 120.00' feet to the south line of said S1/4, S1/4, 200.00' feet to an iron pin, and thence S89°00'32"E. 50.01' feet to an existing 1/2" iron pin at the east line of said S1/4, S1/4, 200.00' feet to an existing 1/2" iron pin, thence continuing S89°00'32"E. 25.01' feet to the south line of said S1/4, S1/4, 200.00' feet to an existing 1/2" iron pin, and so along a said existing line, and so along the said S1/4, S1/4, along the east line of said S1/4, S1/4, 200.00' feet to the south line of said S1/4, S1/4, 200.00' feet to the point of beginning, containing 6.00 acres, more or less.

Subject to all rights of way and easements of record.

### DESCRIPTION OF NEW TRACT

A tract of land situated in the SE1/4 SW1/4 of Section 10, Township 33 North, Range 23 West, Polk County, Missouri, more particularly described as follows:

Subject to all rigbts of way and advantage of record

IN THE RECORDER'S OFFICE

STATE OF MICHIGAN } ss. E. F. 74-2  
COUNTY OF POPE }

I, VERA SHER, ALBINO, OF DEEDS OF THE CITY OF NEWBERY CERTIFY THAT THE  
 ORIGINAL INSTRUMENT OF WRITING WAS THE 26 DAY OF NOVEMBER 1897 A.D.  
 AT WILLOWDALE IL, NOW FILED FOR RECORD AND IS RETURNED IN THE RECORDS  
 OF THIS OFFICE IN BOOK 2 PAGE 20. IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
 MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN THE CITY OF NEWBERY  
 THIS 26 DAY OF NOVEMBER, 1897 A.D.

[illegible]

I HEREBY CERTIFY TO THE CLIENTS: NAMED BELOW THAT INFORMATION

BASED ON AN ACTUAL SURVEY OF THE PROPERTY DESCRIBED ABOVE AND THAT THE SURVEY WAS CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION. THIS SURVEY COMPLETES WITH THE CURRENT LATEST STANDARDS FOR PROPERTY INDUSTRY SURVEYS.

APPLICANT DECLARES THAT ALL INFORMATION PROVIDED BY THE CLIENT AND OTHER INFORMATION OBTAINED FROM ANY SOURCE, INCLUDING BUT NOT LIMITED TO, AERIAL PHOTOGRAPHS, ARE SHOWN EXCEPT AS NOTED. THIS SURVEY DOES NOT REPRESENT AN OPINION AS TO TITLE.

SHOLER AND ASSOCIATES, LAND CONVECTION  
P O BOX 406 710 EAST MAIN ST DULUTH NO 01617-0800

DATE 6-20-97  
MARLYN R SHULTZ, M.D. JUNE 25, 1996  
MAY 20, 1997

OF SECTION 10-T33N-R23W, POLK COUNTY, MISSOURI

THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF BOCA RATON  
97-127

SURVEY FOR LOT SPLIT IN THE W1/2 SE1/4 OF SECTION 10-T33N-R23W, POLK COUNTY, MISSOURI

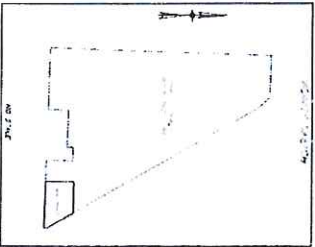
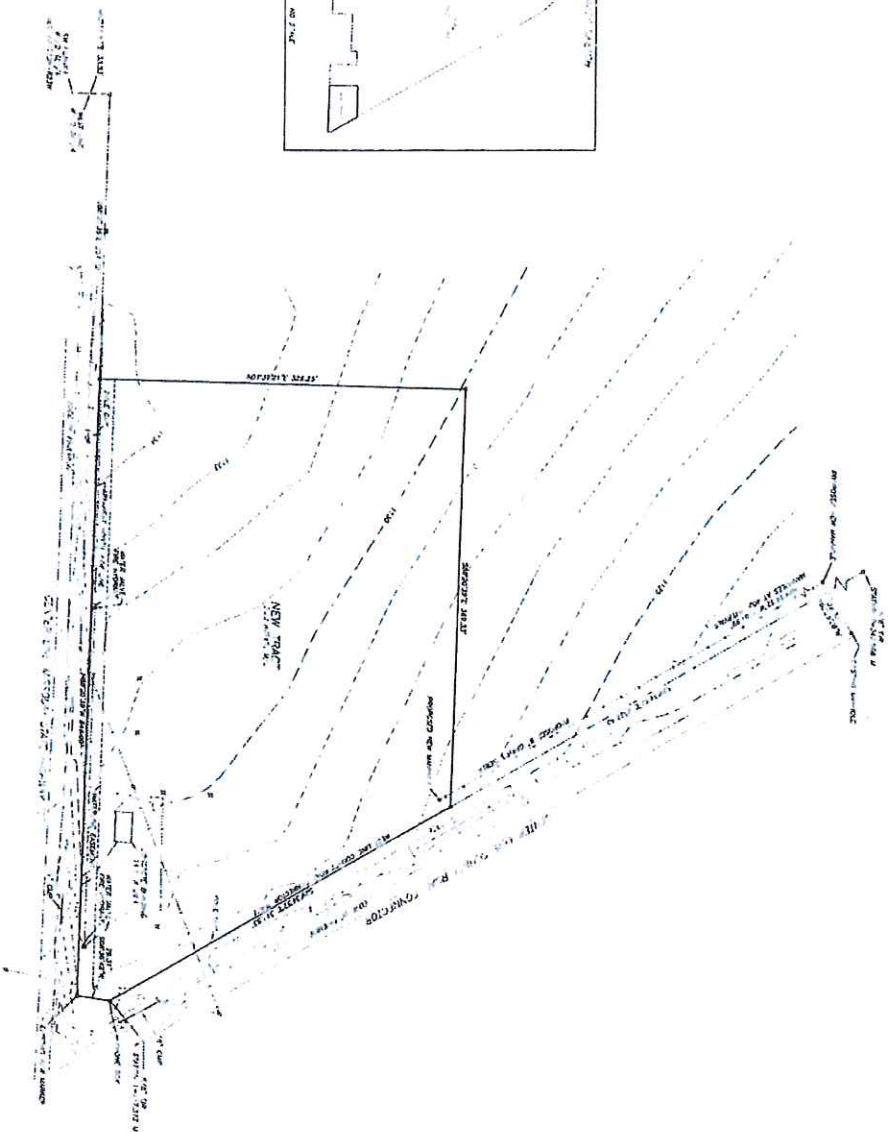
[illegible]

  
 W. H. Thompson  
 Chairman

1. *Chrysomelidae* (Coleoptera) (1875-1876)  
 2. *Chrysomelidae* (Coleoptera) (1877-1878)  
 3. *Chrysomelidae* (Coleoptera) (1879-1880)  
 4. *Chrysomelidae* (Coleoptera) (1881-1882)  
 5. *Chrysomelidae* (Coleoptera) (1883-1884)  
 6. *Chrysomelidae* (Coleoptera) (1885-1886)  
 7. *Chrysomelidae* (Coleoptera) (1887-1888)  
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 9. *Chrysomelidae* (Coleoptera) (1891-1892)  
 10. *Chrysomelidae* (Coleoptera) (1893-1894)  
 11. *Chrysomelidae* (Coleoptera) (1895-1896)  
 12. *Chrysomelidae* (Coleoptera) (1897-1898)  
 13. *Chrysomelidae* (Coleoptera) (1899-1900)  
 14. *Chrysomelidae* (Coleoptera) (1901-1902)  
 15. *Chrysomelidae* (Coleoptera) (1903-1904)  
 16. *Chrysomelidae* (Coleoptera) (1905-1906)  
 17. *Chrysomelidae* (Coleoptera) (1907-1908)  
 18. *Chrysomelidae* (Coleoptera) (1909-1910)  
 19. *Chrysomelidae* (Coleoptera) (1911-1912)  
 20. *Chrysomelidae* (Coleoptera) (1913-1914)  
 21. *Chrysomelidae* (Coleoptera) (1915-1916)  
 22. *Chrysomelidae* (Coleoptera) (1917-1918)  
 23. *Chrysomelidae* (Coleoptera) (1919-1920)  
 24. *Chrysomelidae* (Coleoptera) (1921-1922)  
 25. *Chrysomelidae* (Coleoptera) (1923-1924)  
 26. *Chrysomelidae* (Coleoptera) (1925-1926)  
 27. *Chrysomelidae* (Coleoptera) (1927-1928)  
 28. *Chrysomelidae* (Coleoptera) (1929-1930)  
 29. *Chrysomelidae* (Coleoptera) (1931-1932)  
 30. *Chrysomelidae* (Coleoptera) (1933-1934)  
 31. *Chrysomelidae* (Coleoptera) (1935-1936)  
 32. *Chrysomelidae* (Coleoptera) (1937-1938)  
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 36. *Chrysomelidae* (Coleoptera) (1945-1946)  
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 44. *Chrysomelidae* (Coleoptera) (1961-1962)  
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 46. *Chrysomelidae* (Coleoptera) (1965-1966)  
 47. *Chrysomelidae* (Coleoptera) (1967-1968)  
 48. *Chrysomelidae* (Coleoptera) (1969-1970)  
 49. *Chrysomelidae* (Coleoptera) (1971-1972)  
 50. *Chrysomelidae* (Coleoptera) (1973-1974)  
 51. *Chrysomelidae* (Coleoptera) (1975-1976)  
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 53. *Chrysomelidae* (Coleoptera) (1979-1980)  
 54. *Chrysomelidae* (Coleoptera) (1981-1982)  
 55. *Chrysomelidae* (Coleoptera) (1983-1984)  
 56. *Chrysomelidae* (Coleoptera) (1985-1986)  
 57. *Chrysomelidae* (Coleoptera) (1987-1988)  
 58. *Chrysomelidae* (Coleoptera) (1989-1990)  
 59. *Chrysomelidae* (Coleoptera) (1991-1992)  
 60. *Chrysomelidae* (Coleoptera) (1993-1994)  
 61. *Chrysomelidae* (Coleoptera) (1995-1996)  
 62. *Chrysomelidae* (Coleoptera) (1997-1998)  
 63. *Chrysomelidae* (Coleoptera) (1999-2000)  
 64. *Chrysomelidae* (Coleoptera) (2001-2002)  
 65. *Chrysomelidae* (Coleoptera) (2003-2004)  
 66. *Chrysomelidae* (Coleoptera) (2005-2006)  
 67. *Chrysomelidae* (Coleoptera) (2007-2008)  
 68. *Chrysomelidae* (Coleoptera) (2009-2010)  
 69. *Chrysomelidae* (Coleoptera) (2011-2012)  
 70. *Chrysomelidae* (Coleoptera) (2013-2014)  
 71. *Chrysomelidae* (Coleoptera) (2015-2016)  
 72. *Chrysomelidae* (Coleoptera) (2017-2018)  
 73. *Chrysomelidae* (Coleoptera) (2019-2020)  
 74. *Chrysomelidae* (Coleoptera) (2021-2022)  
 75. *Chrysomelidae* (Coleoptera) (2023-2024)  
 76. *Chrysomelidae* (Coleoptera) (2025-2026)  
 77. *Chrysomelidae* (Coleoptera) (2027-2028)  
 78. *Chrysomelidae* (Coleoptera) (2029-2030)  
 79. *Chrysomelidae* (Coleoptera) (2031-2032)  
 80. *Chrysomelidae* (Coleoptera) (2033-2034)  
 81. *Chrysomelidae* (Coleoptera) (2035-2036)  
 82. *Chrysomelidae* (Coleoptera) (2037-2038)  
 83. *Chrysomelidae* (Coleoptera) (2039-2040)  
 84. *Chrysomelidae* (Coleoptera) (2041-2042)  
 85. *Chrysomelidae* (Coleoptera) (2043-2044)  
 86. *Chrysomelidae* (Coleoptera) (2045-2046)  
 87. *Chrysomelidae* (Coleoptera) (2047-2048)  
 88. *Chrysomelidae* (Coleoptera) (2049-2050)  
 89. *Chrysomelidae* (Coleoptera) (2051-2052)  
 90. *Chrysomelidae* (Coleoptera) (2053-2054)  
 91. *Chrysomelidae* (Coleoptera) (2055-2056)  
 92. *Chrysomelidae* (Coleoptera) (2057-2058)  
 93. *Chrysomelidae* (Coleoptera) (2059-2060)  
 94. *Chrysomelidae* (Coleoptera) (2061-2062)  
 95. *Chrysomelidae* (Coleoptera) (2063-2064)  
 96. *Chrysomelidae* (Coleoptera) (2065-2066)  
 97. *Chrysomelidae* (Coleoptera) (2067-2068)  
 98. *Chrysomelidae* (Coleoptera) (2069-2070)  
 99. *Chrysomelidae* (Coleoptera) (2071-2072)  
 100. *Chrysomelidae* (Coleoptera) (2073-2074)  
 101. *Chrysomelidae* (Coleoptera) (2075-2076)  
 102. *Chrysomelidae* (Coleoptera) (2077-2078)  
 103. *Chrysomelidae* (Coleoptera) (2079-2080)  
 104. *Chrysomelidae* (Coleoptera) (2081-2082)  
 105. *Chrysomelidae* (Coleoptera) (2083-2084)  
 106. *Chrysomelidae* (Coleoptera) (2085-2086)  
 107. *Chrysomelidae* (Coleoptera) (2087-2088)  
 108. *Chrysomelidae* (Coleoptera) (2089-2090)  
 109. *Chrysomelidae* (Coleoptera) (2091-2092)  
 110. *Chrysomelidae* (Coleoptera) (2093-2094)  
 111. *Chrysomelidae* (Coleoptera) (2095-2096)  
 112. *Chrysomelidae* (Coleoptera) (2097-2098)  
 113. *Chrysomelidae* (Coleoptera) (2099-2100)  
 114. *Chrysomelidae* (Coleoptera) (2101-2102)  
 115. *Chrysomelidae* (Coleoptera) (2103-2104)  
 116. *Chrysomelidae* (Coleoptera) (2105-2106)  
 117. *Chrysomelidae* (Coleoptera) (21

1. DATE 10-20-70 2. LAST NAME Mc 3. INITIALS Mc 4. DATE OF BIRTH 1-1-38 5. SEX M 6. AGE 32 7. EDUCATION HS 8. RELIGION None 9. ETHNICITY White 10. HEIGHT 5'10" 11. WEIGHT 170 12. HAIR Black 13. EYES Blue 14. TEETH Good 15. SCARS None 16. MARKS None 17. HOBBIES None 18. SPORTS None 19. CLUBS None 20. ORGANIZATIONS None 21. EMPLOYMENT None 22. RESIDENCE None 23. VEHICLE None 24. TRAVEL None 25. ADDITIONAL INFORMATION None

REPORT FOR LOT 2942 IN THE W/3 SE/4 OF SECTION 16-T12N-R12E ACCT COUNTY: LINCOLN  
 FILED AT: MT. CANCELED FOR: 10-2-2018  
 FILED BY: MT. CANCELED BY: 10-2-2018  
 APPROVING: ENCLOSURE AUTHORITY OF BUREAU: ACCORDING TO: 01-250



**LABOR**

1. **Industry** - Bureau of Census  
2. **City** - New York City  
3. **State** - New York  
4. **Country** - U.S.A.  
5. **Product** - Paper  
6. **Material** - Paper  
7. **Process** - Paper  
8. **Equipment** - Paper  
9. **Personnel** - Paper  
10. **Energy** - Paper  
11. **Transportation** - Paper  
12. **Communication** - Paper  
13. **Finance** - Paper  
14. **Insurance** - Paper  
15. **Legal** - Paper  
16. **Medical** - Paper  
17. **Education** - Paper  
18. **Government** - Paper  
19. **Religion** - Paper  
20. **Arts and Crafts** - Paper  
21. **Science and Technology** - Paper  
22. **Health and Safety** - Paper  
23. **Environment** - Paper  
24. **Other** - Paper



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# COUNTY SURVEYOR'S RECORD

BOOK 11  
PAGE 10

SURVEY NO. CS 03 11 00-10

SURVEY FOR: CITY OF BOLIVAR

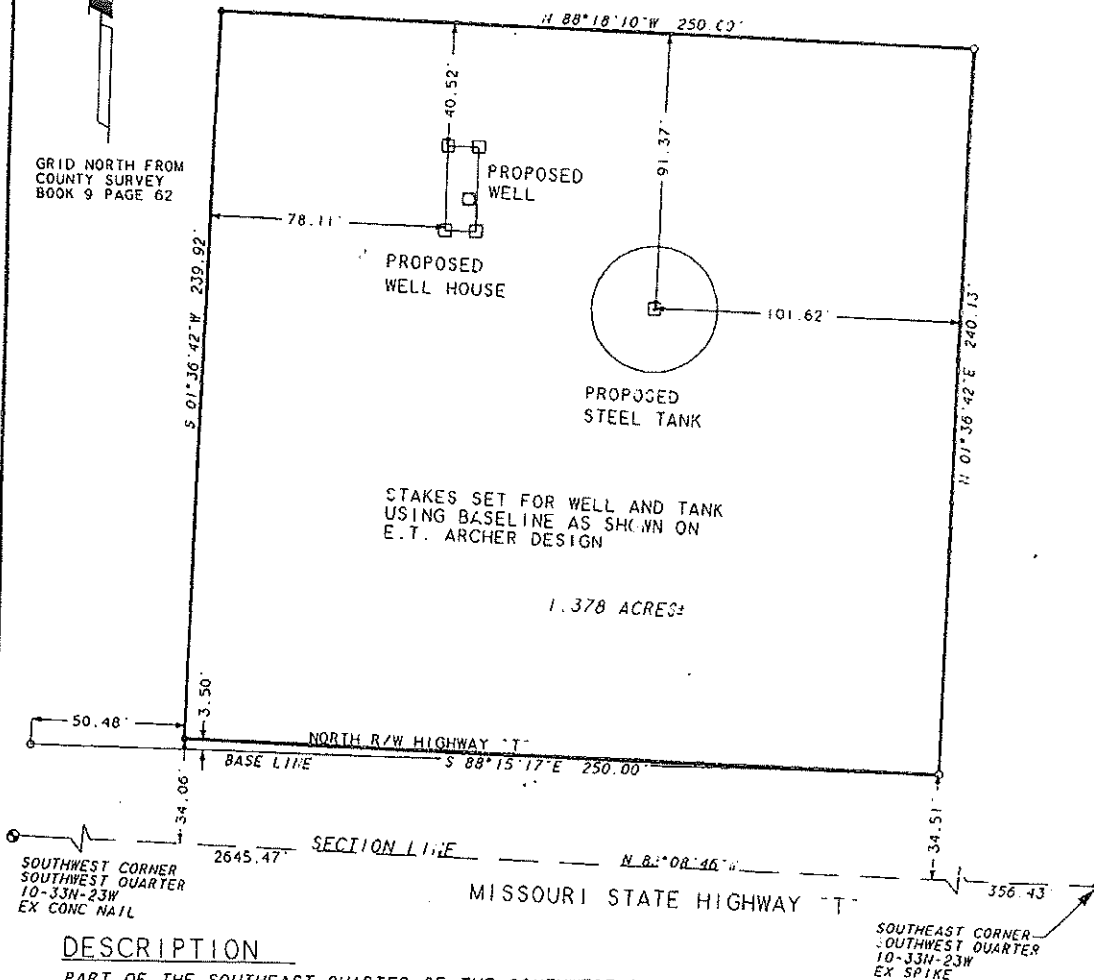
SURVEYOR'S CREW SWORN DAVID ROBBINS, RON GREGORY

MARCH 1, 2000  
DATE OF SURVEY

SCALE 1" = 40'  
0 20 40 60 80

- - EXISTING IRON PIN
- - IRON PIN SET
- - GOD AND WOOD STAKE

GRID NORTH FROM  
COUNTY SURVEY  
BOOK 9 PAGE 62



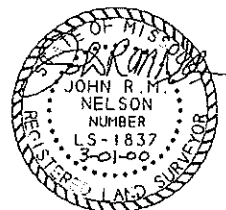
## DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 33 N., RANGE 23 W., AS SURVEYED IN POLK COUNTY SURVEYOR'S RECORD BOOK 11 AT PAGE 10, COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, THENCE N 88°08'46\" W ALONG THE SECTION LINE 356.43', THENCE N 01°36'42\" E 34.51' TO THE POINT OF BEGINNING THENCE N 01°36'42\" E 240.13', THENCE N 88°18'10\" W 250.00' THENCE S 01°36'42\" W 239.92' THENCE S 88°15'17\" E ALONG THE NORTH RIGHT OF WAY OF MISSOURI HIGHWAY \"T\" 250.00' TO THE POINT OF BEGINNING.  
1.378 ACRES±

## CERTIFICATION

THIS IS TO CERTIFY THAT I, JOHN R. M. NELSON, POLK COUNTY SURVEYOR, HAVE MADE THIS SURVEY AND FIND CONDITIONS AS INDICATED. THIS DONE IN ACCORDANCE WITH THE CURRENT MINIMUM SURVEY STANDARDS.

JOHN R. M. NELSON PLS 1837  
POLK COUNTY SURVEYOR





01439

STATE OF MISSOURI #1980  
 COUNTY OF POLK  
 Filed for record 28 day of April, 2008  
 at 2 o'clock 46 minutes P m and duly  
 recorded in book 614 at page 1439-1441  
 Witness my hand and official seal this day and year  
 above written  
Maisha Marshall Vesta Seiner, Recorder  
 Deputy

Route 13  
 County Polk  
 Job No. J8P0592  
 Project n/a  
 Parcel 16

## GENERAL WARRANTY DEED

(1) **PARTIES:** THIS AGREEMENT, made this 28th day of April, 2008, by and between THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF BOLIVAR, A MISSOURI INDUSTRIAL DEVELOPMENT CORPORATION, Grantor, of the County of POLK, and State of MISSOURI, and the STATE OF MISSOURI, acting by and through the MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION, Grantee.

GRANTEES ADDRESS: M.P.O. Box 868, Springfield, MO 65801

(2) **CONSIDERATION:** Grantor, in consideration of the sum of (\$1.00) ONE AND NO/100 DOLLARS, to be paid by the Missouri Highway and Transportation Commission, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell, convey and confirm fee simple title in the property described in this deed.

(3) **PROPERTY DESCRIPTION:** Grantor conveys to the Missouri Highway and Transportation Commission of Missouri the following described real estate and interests in real estate in the County of POLK, State of MISSOURI:

Tract 1 - Relocated Route 13

All that part of Grantors' real property and real property rights and interests in the W½ SE¼ and the E½ SW¼, all in Section 10, Township 33 North, Range 23 West, Polk County, Missouri, which lies within a tract of land with the widths hereinafter designated on the right or southwesterly side of the surveyed median centerline of the Survey of the Missouri Department of Transportation for Relocated Route 13, containing 1457.914 square meters (0.36 acre), more or less, New Limited Access Land.

The median centerline of Relocated Route 13 is described as follows: Commencing at the common corner of Sections 3, 4, 9, and 10, T33N, R23W, thence N87°59'50"E a distance of 130.435 meters (427.94 feet) to Relocated Route 13 Median Centerline Station 28+436.407; thence S29°34'06"E a distance of 867.143 meters (2844.96 feet) to Relocated Route 13 Median Centerline Station 29+303.550 (which is the point of beginning of the centerline hereinafter described) from said point said centerline extends S29°34'06"E a distance of 983.834 meters (3227.80 feet) to Station 30+287.384.

The widths of the tract of land on said right or southwesterly side of the above-described Relocated Route 13 median centerline are as follows: An even width of 40.000 meters (131.23 feet) from Station 29+303.550 to Station 30+287.384.

Also, all abutters rights of direct access between the highway now known as Relocated Route 13 and grantors' abutting land in the W½ SE¼ and the E½ SW¼, all in Section 10, Township 33 North, Range 23 West.

Tract 2 - County Road Connector

All that part of Grantors' real property and real property rights and interests in the W½ SE¼ and the E½ SW¼, all in Section 10, Township 33 North, Range 23 West, Polk County, Missouri, which lies within a tract of land with the widths hereinafter designated on the left or northeasterly side and the right or southwesterly side of the surveyed centerline



01410

of the Survey of the Missouri Department of Transportation for a County Road Connector, which will be constructed in connection with the Relocated Route 13 project, containing 1.675 hectares (4.14 acres), more or less, New Non-Limited Access Land.

The centerline of the County Road Connector is described as follows: Commencing at a point described in Tract 1 above, said point being Relocated Route 13 Median Centerline Station 29+328.494; thence  $S60^{\circ}25'54''W$  a distance of 85.235 meters (279.64 feet) to a point which is County Road Connector Centerline PC Station 0+259.678 (which is the point of beginning of the centerline hereinafter described). from said point said centerline extends on a curve to the right, from a tangent bearing of  $S88^{\circ}56'02.5''E$ , having a 80.00-meter (262.47-foot) radius, an arc distance of 82.890 meters (271.95 feet) to PT Station 0+342.568; thence  $S29^{\circ}34'06''E$  a distance of 923.388 meters (3029.49 feet) to PC Station 1+265.956.

The widths of the tract of land on said left or northeasterly side of the above-described County Road Connector centerline are as follows: Beginning with a width of 7.079 meters (23.23 feet) at Station 0+275.751; widening on a straight line to a width of 47.243 meters (155.00 feet) at Station 0+276.277; diminishing along a straight line to a width of 6.000 meters (19.68 feet) at Station 0+342.568; an even 6.000 meters (19.68 feet) to Station 1+190.936; also described as all that part of grantors' land which lies southwesterly of the southwesterly boundary of Relocated Route 13 as described in Tract 1 above, and northeasterly of the above-described County Road Connector centerline.

The widths of the tract of land on said right or southwesterly side of the above-described County Road Connector centerline are as follows: Beginning with a width of 6.807 meters (22.33 feet) at Station 0+260.998; widening along a straight line to a width of 11.911 meters (39.08 feet) at Station 0+306.942; widening along a straight line to a width of 13.269 meters (43.53 feet) at Station 0+330.712; widening along a straight line to a width of 14.000 meters (45.93 feet) at Station 0+342.568; an even width of 14.000 meters (45.93 feet) to Station 1+217.373, which is a point on the existing southwesterly boundary of Route 13.

01441

(4) **RIGHTS OF GRANTEE:** Grantee shall obtain all rights, privileges, appurtenances and immunities belonging to Grantor, its successors and assigns forever.

(5) **WARRANTY:** Grantor hereby covenants that it lawfully seized of an indefeasible estate in fee in the premises herein conveyed. Grantor covenants that it has good right to convey the property. Grantor covenants that the said premises are free and clear of any encumbrances done or suffered by it or those under whom it claims; and that it will warrant and defend the title to said premises unto the Missouri Highway and Transportation Commission and unto its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

(6) **DATE:** IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.

L.D. Silvey  
Eugene P. Hutchinson  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT BY CORPORATION**

STATE OF MISSOURI )  
COUNTY OF POLK ) SS

On this 20th day of April, 2002, before me appeared L.D. Silvey personally known to me, who being by me duly sworn, did say that he/she is the President of **THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF BOLIVAR** and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that he/she acknowledged said instrument to be the free act and deed of said corporation and that it was executed for the consideration stated therein and no other.

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

Andrea D. Howe  
Notary Public



ANDREA D. HOWE Notary Public  
Polk County State of Missouri  
My Commission Expires Oct. 4, 2003

My Commission Expires:

STATE OF MISSOURI } # 5214  
COUNTY OF POLK }Filed for record 11 day of September, 2002  
at 2 o'clock 59 minutes PM and duly  
recorded in book 645 at page 997-999Witness my hand and official seal this day and year  
above writtenBy Maisha Marshall Vesta Seiner, Recorder  
Deputy

(Above space reserved for use of Recorder's Office)

**COVER SHEET**

1. Title of Document: Covenants, Conditions and Restrictions for the Bolivar Industrial Park
2. Date of Document: June 11, 2002
3. Grantor(s): The Industrial Development Authority of the City of Bolivar, Missouri
4. Grantee(s): The Industrial Development Authority of the City of Bolivar, Missouri
5. Statutory Mailing Address: P.O. Box 9, Bolivar, MO 65613
6. Legal Description:

Tract I: All that part of the West Half of the Southeast Quarter of Section 10, Township 33 North, Range 23 West lying South and West of State Highway Route 13 as now located, except any part off the South side thereof for public road and highway and less and except the abutter's right of direct access between said Route 13 and the abutting land in the West half of the Southeast Quarter of Section 10, Township 33 North, Range 23 West as provided in the Report of Commissioner's recorded in Book 274, page 244;

Tract II: Also all that part of the East Half of the Southwest Quarter of Section 10, Township 33 North, Range 23 West, which lies West of State Highway Route 13 as now located, Less and Except the abutter's right of direct access between said Route 13 and the abutting land in the Northeast Quarter of the Southwest Quarter of Section 10, Township 33 North, Range 23 West as provided in the Right of Way Deed to the State of Missouri recorded in Book 267, page 601. Subject to public road along the North side thereof.

Also except a tract of land in the Southeast Quarter of the Southwest Quarter of Section 10, Township 33 North, Range 23 West described as beginning at the Southeast corner of said Southeast Quarter of the Southwest Quarter thence North 349.5 feet, thence West 162.0 feet, thence South 349.5 feet, thence East 162.0 feet to the point of beginning, less that part for public right of way.

Also except a tract of land in the Southeast Quarter of the Southwest Quarter of Section 10, Township 33 North, Range 23 West described as commencing at the Southeast corner of said Southeast Quarter of the Southwest Quarter, thence North 88 degrees 08 minutes 52 seconds West along the South line of said Quarter-Quarter a distance of 162.0 feet; thence North 2 degrees 17 minutes 43 seconds East and parallel to the East line of said Southwest Quarter a distance of 30.05 feet to a point on the North Right of Way of "T" Highway and the true point of beginning of the tract to be herein described; thence North 2 degrees 17 minutes 43 seconds East a distance of 246.08 feet; thence North 88 degrees 18 minutes 10 seconds West a distance of 198.32 feet; thence South 1 degree 36 minutes 42 seconds West a distance of 245.13 feet to a point on said Right of Way; thence South 88 degrees 18 minutes 10 seconds East along said Right of Way a distance of 195.28 feet to the true point of beginning. Subject to easements and restrictions and situate in Polk County, Missouri.

0992

COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE  
BOLIVAR INDUSTRIAL PARK  
BOLIVAR, MO

COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE  
BOLIVAR INDUSTRIAL PARK

WHEREAS, the Bolivar (MO) Industrial Development Authority (Bolivar IDA) is the present legal owner of the property in the Bolivar Industrial Park described as follows:

See Exhibit A attached hereto and made a part hereof by reference

WHEREAS, the Bolivar IDA desires to impose certain restrictive covenants, conditions, and restrictions on the present and proposed uses of its property:

NOW, THEREFORE, the Bolivar IDA declares that all property remaining in said Bolivar Industrial Park shall be held, sold, and conveyed subject to the following covenants, conditions and restrictions:

1. LAND USE: The land shall be used only for those purposes permitted by the Zoning Regulations of the City of Bolivar, MO, as the same now exists or as the same has been or may hereafter be amended, except the following uses shall not be permitted:

Dog Kennels, Grain Elevators, Poultry Storage and Slaughtering, Sanitary Landfill, Motor Vehicle Sales and Storage, Auto Wrecking Yards, Junk Yards, Salvage Yards and Scrap Processing Yards, Petroleum Refining and Fuel Storage, Stockyard and Slaughter Houses, Ready Mix Concrete and Asphalt Mix Plants, Radiator Repair Shops, and Upholstering Shops. Retail businesses, except those that are incidental to a manufacturing operation; or specifically approved in writing by the Bolivar IDA shall also be prohibited.

2. OBJECTIONABLE USES: No noxious, offensive, or illegal trade, activity or use shall be conducted on any part of the property, nor shall anything be done thereon which may be a nuisance by reason of unsightliness. All emissions of noise, odor, liquid, gas, dust, fumes, or smoke shall comply with emission standards as established by the MO Dept. of Natural Resources.
3. PLAN APPROVAL: In order to achieve an overall compatibility and continuity of architectural design, all construction, landscaping, signs and subsequent alterations or improvements within the Bolivar Industrial Park shall be subject to approval by the Bolivar IDA. Complete and detailed construction plans and specifications for such improvements must be submitted to the Bolivar IDA and receive written approval for such plans and specifications. Upon receipt of such written approval, the improvement may be constructed, but only in compliance with the approved plans and specifications. Such approval may not be unreasonably withheld or delayed. Such approval may be withheld in the sole discretion of the Bolivar IDA for any reason, including but not limited to the reason that the Bolivar IDA believes the improvements as proposed are inconsistent with the objectives of maintaining the Bolivar Industrial Park as a high quality and aesthetically pleasing industrial park.
4. UTILITIES

Water and Sewer Service: All Bolivar Industrial Park property owners are required to tap into and utilize city water and sewer services.

Underground Utilities: All service lines are to be underground service.

COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE  
BOLIVAR INDUSTRIAL PARK

Electrical Power and Other: Power used in, developed or obtained for operation of any establishment within Bolivar Industrial Park shall be restricted to electrical, or to substantially equivalent type of power using only oil, gasoline, natural gas or liquid petroleum products or similar combustible materials in its production, or other products which do not produce excessive smoke, odors or fumes.

5. **BUILDING EXTERIOR:** All buildings erected in the Bolivar Industrial Park shall have structural framework composed of masonry, steel, concrete, brick or combinations thereof and shall otherwise meet the applicable building codes. Structures on the same tract shall be so designed as to be compatible with the design of all other buildings within the tract. The total aggregate floor area of the buildings shall not exceed fifty percent (50%) of the total area of the tract.

A minimum one-third (1/3) of the front of the main building on each tract shall be faced with brick and/or glass. Buildings with Highway 13 or Aldrich Road (public road on South end of industrial park) frontage shall also have a minimum of one-third (1/3) of brick and/or glass on that side of the building that faces the public highway or road.

6. **YARD REGULATIONS:** All buildings shall have set back requirements from the front, side and rear lot lines as specified from time to time by the Zoning Regulations of the City of Bolivar, MO. Setbacks for I-2 Zoning presently are as follows but this is for record and informational purposes only and the official requirements shall be as controlled by the City Zoning Regulations as in effect from time to time:

Front Yard shall have a minimum depth of 30 ft., measured 70 ft. from centerline on collector streets and 80 ft. from centerline of arterial streets. Lots with double frontage will require front yard provided on both streets. A lot at the intersection of two or more streets shall be front yard on each street side of corner lot.

Side Yard shall not be less than 5 ft.

Rear Yard shall have depth of not less than 25 ft. or 20% of the depth of lot which ever is smaller.

7. **PARKING REQUIREMENTS AND LOADING FACILITIES:**

- a. Parking: The owner of each tract of land within Bolivar Industrial Park shall provide on that tract adequate parking to accommodate all employee and visitor needs. The minimum parking spaces shall conform to City Zoning Regulations, but the IDA may require greater parking area than is required by such regulations. Adequate room and space shall be provided to permit off-street storage, parking and maneuvering of trucks upon each tract to assure that no obstruction of traffic will occur on public streets.
- b. Surfacing Requirements: All driveways, parking, and truck traffic areas shall be surfaced with an adequate thickness of hard surface paving to support the type of vehicles that are reasonably expected to utilize the area and to maintain adequate traffic movement. All such areas shall be graded and drained to dispose of all surface water according to the requirements of the Municipal Code of the City of Bolivar, MO or other applicable regulations of the City as in effect at the time of construction.

COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE  
BOLIVAR INDUSTRIAL PARK

- c. Loading Docks: All loading docks shall be constructed to allow maneuvering room for tractor-trailers on site without the use of adjacent streets. Wherever practical buildings shall not be located and designed to expose loading docks or doors, loading areas or the rear of buildings to public streets, unless adequate screening is provided.
8. **OUTSIDE STORAGE**: Outdoor storage areas shall be screened from public view and shall be placed so as to conform with the Zoning Regulations of the City of Bolivar, MO. Open storage shall only be permitted when screened by a solid fence, wall or other suitable material sufficient in height to prevent traffic from viewing the materials.
9. **EXTERIOR INSTALLATIONS**: All outside permanent installations, including roof equipment, such as HVAC units, shall be screened with solid or opaque materials that reasonably match the exterior building or by landscaping plants, trees, or shrubbery.
10. **SIGNS**: No sign shall be erected, constructed or maintained within the boundaries of the Industrial park except (i) those that identify the industrial park, (ii) those necessary for directional and informational purposes, and (iii) those that identify the tenant or owner of building site. Roof, pole, projecting or banner signs will not be allowed. Ground signs will be allowed only if the sign is flush with the ground. If a sign is illuminated it shall not be of the flashing beacon type.
11. **LANDSCAPING**: All areas not covered with structure or paving shall be maintained as green space. Green space shall include areas that have been roughly graded, spread with topsoil, and seeded or sodded. Green space may also include landscaping such as, but not limited to planting of trees, vines, shrubs, herbs or flowers.
12. **MAINTENANCE AND REFUSE, GARBAGE AND BY-PRODUCTS**: The occupant of each tract shall keep such tract, and any buildings, improvements and appurtenances thereon, in a clean, safe, neat and sanitary condition, in good repair, and shall comply with all laws, ordinances and regulations pertaining to health and safety. Occupants shall keep the landscaping in a healthy and well manicured condition. Occupants shall promptly replace landscaping which becomes unhealthy, unsightly or that dies.

Refuse, garbage, and by-products of the business situated on the property shall not be burned and shall not be allowed to accumulate upon the premises. A new, well constructed, four-sided screened area shall be constructed to completely conceal and contain any accumulation of normal refuse.

No owner, tenant, or lessee shall permit refuse, junk, waste, garbage, or scrap to be kept or accumulated upon their property, except that which is stored in the manner described above pending pickup and disposal. This also includes individual inoperable vehicles or machinery, unless warehoused inside. All refuse, junk, waste, garbage or scrap shall be transported on a regular basis by a refuse hauler that is licensed by the City of Bolivar and shall only be disposed of as authorized by Missouri law or regulations of the Missouri Department of Natural Resources.

Occupants shall contract with licensed refuse haulers to remove all refuse, trash, garbage or by-products on a regular basis. All refuse, trash, garbage or by-products shall be disposed of at licensed landfills or other State licensed disposal facility.

COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE  
BOLIVAR INDUSTRIAL PARK

13. **FAILURE TO BUILD:** In the event any owner of land in the Bolivar Industrial Park, other than the Bolivar IDA, fails to commence construction of industrial improvements on the property within one (1) year following purchase or acquisition or fails to substantially complete construction of improvements within two (2) years following purchase or acquisition, the Bolivar IDA shall have the option to repurchase the property at the amount originally paid to the Bolivar IDA for such tract plus the actual cost of improvements. The Bolivar IDA for good cause may extend these time limitations.
14. **VARIANCES FROM COVENANTS:** In the interest of flexibility and the possibility that any one project may have requirements which pose unique problems or opportunities not adequately covered by these covenants, the Bolivar IDA shall have authority to modify, change or make exceptions to any covenant in this document after proper notification and written notice of variance to the owners of all lots or tracts of land within the Bolivar Industrial Park. However, no such variances shall adversely affect the value or aesthetic quality of other tracts in the park.
15. **SEVERABILITY:** Invalidation of any of the foregoing protective or restrictive covenants shall not affect the validity of any other such covenants, and the same shall remain in full force and effect.
16. **BOLIVAR INDUSTRIAL PARK LANDOWNERS ASSOCIATION:** Any right, power or authority retained by the Bolivar IDA in these restrictions may be delegated by it, in whole or in part, in writing to the Bolivar Industrial Park Landowners Association; and such delegation may be revoked at will by the Bolivar IDA. Any act, ruling or other decision of the Bolivar Industrial Park Landowners Association taken pursuant to and within the scope of a delegation of authority shall be as valid as if the Bolivar IDA had taken the act, ruling or authority.
17. **ENFORCEMENT OF COVENANTS, CONDITIONS, AND RESTRICTIONS:** If the owner or occupant of land within the Bolivar Industrial Park shall violate, attempt to violate or permit to be violated any of the covenants or restrictions contained herein, the Bolivar IDA, any other property owner, or the Bolivar Industrial Park Property Owners Association may give written notice of such violation to the owner and/or the occupant. A written notice, which shall detail the alleged violation, shall be deemed to have been given to the owner or occupant upon deposit of the notice in the United States mail, certified with return receipt requested, directed to the address of the owner as shown on the last recorded instrument conveying title to such property to such owner or to the address of an occupant as reflected on any official record of the City of Bolivar, Missouri, the County of Polk or the State of Missouri. If the violation shall continue for thirty (30) days after giving written notice, the complainant or any other interested party shall have right to prosecute a proceeding in a court of competent jurisdiction, at law or in equity, against the owner and/or the occupant that is alleged to be violating, attempting to violate or who permits another person or entity to violate any such restriction or covenant, to prevent and permanently enjoining such violation and to recover damages for such violation. All parties subject to these restrictions consent to exclusive venue in Polk County, MO. The foregoing enforcement remedies shall be in addition to and not in limitation of any legal or equitable remedies available to the Bolivar IDA, other property owners or the Bolivar Industrial Park Property Owners Association under MO law. It is expressly understood and agreed that all costs, including reasonable attorneys' fees, incurred by the complainant in any legal proceeding which results in a judgment or decree that is substantially in favor of the complainant, shall be borne in full by the owner



0997 COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE  
BOLIVAR INDUSTRIAL PARK

violating these restrictive covenants. No notice or opportunity to cure a repeat violation of a substantially similar type or that has previously occurred need be given.

18. **FAILURE TO ENFORCE NOT WAIVER OF RIGHT:** Failure of Bolivar IDA or any other owner to enforce any restriction, condition, covenant, or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to any breach occurring prior or subsequent thereto.
19. **APPLICABILITY OF COVENANTS, CONDITIONS, AND RESTRICTIONS:** These covenants shall run with the land and shall be binding upon all grantees, all parts and persons including heirs, assigns and successors, and interest thereof.
20. **TERM AND AMENDMENTS:**
  - a. Term: These covenants, conditions and restrictions shall run with and bind the land from the date of this Declaration and shall continue in full force and effect (except as otherwise noted) for a period of twenty-five (25) years, and shall automatically renew for additional periods of ten (10) years each unless a seventy-five percent (75%) majority of the fee simple owners within the Industrial Park (as measured by land area owned and not by number) shall elect to terminate the same by written instrument signed and acknowledged in deed form, and filed for record in the Office of the Recorder of Deeds of Polk County, Missouri no less than ninety (90) days prior to the date these restrictions are scheduled to expire.
  - b. Amendment by Bolivar IDA: The Bolivar IDA may amend this Declaration from time to time. Such amendments shall affect and be binding only on those tracts of land within the Bolivar Industrial Park owned by the Bolivar IDA. No amendment shall be effective until it is recorded in the deed of records of Polk County, MO and no amendment shall be deemed to have retrospective effect.
  - c. Amendment by Property Owners: At such time as the Bolivar IDA owns no more than ten percent (10%) of the land within the Industrial Park (as measured by land area exclusive of roadways and other common areas), these Covenants, Conditions and Restrictions may be amended in writing by the execution of the proposed amendment by no less than seventy-five percent (75%) of the fee simple owners within the Industrial Park (measured by land area owned but exclusive of roads and other common areas). No such Amendment shall be effective unless it is properly executed by a requisite majority of fee simple owners, acknowledged by each signer in deed form, and recorded in the Office of the Recorder of Deeds of Polk County, Missouri.

0998

COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE  
BOLIVAR INDUSTRIAL PARK

IN WITNESS WHEREOF, these Covenants, Conditions and Restrictions have been signed the date and year shown below.



THE INDUSTRIAL DEVELOPMENT AUTHORITY  
OF THE CITY OF BOLIVAR, MISSOURI

By

L.D. Silvey, President

Eugene A. Hutcheson, Secretary

STATE OF MISSOURI     )  
                                  ) ss.  
COUNTY OF POLK     )

On this 11 day of June, 2002, before me personally appeared L.D. Silvey, to me known, who being by me duly sworn, did say that he is the President of The Industrial Development Authority of the City of Bolivar, Missouri, an industrial development corporation duly organized and existing under the laws of the State of Missouri, that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and the said L.D. Silvey acknowledged said instrument to be the free act and deed of said corporation.

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

My term of office as a Notary Public will expire 7-23-2004.

Kerry D. Douglas  
Notary Public



KERRY D. DOUGLAS   Notary Public  
Polk County         State Of Missouri  
My Commission Expires July 23, 2004

Tract I: All that part of the West Half of the Southeast Quarter of Section 10, Township 33 North, Range 23 West lying South and West of State Highway Route 13 as now located, except any part off the South side thereof for public road and highway and less and except the abutter's right of direct access between said Route 13 and the abutting land in the West half of the Southeast Quarter of Section 10, Township 33 North, Range 23 West as provided in the Report of Commissioner's recorded in Book 274, page 244;

Tract II: Also all that part of the East Half of the Southwest Quarter of Section 10, Township 33 North, Range 23 West, which lies West of State Highway Route 13 as now located, Less and Except the abutter's right of direct access between said Route 13 and the abutting land in the Northeast Quarter of the Southwest Quarter of Section 10, Township 33 North, Range 23 West as provided in the Right of Way Deed to the State of Missouri recorded in Book 267, page 601. Subject to public road along the North side thereof.

Also except a tract of land in the Southeast Quarter of the Southwest Quarter of Section 10, Township 33 North, Range 23 West described as beginning at the Southeast corner of said Southeast Quarter of the Southwest Quarter thence North 349.5 feet, thence West 162.0 feet, thence South 349.5 feet, thence East 162.0 feet to the point of beginning, less that part for public right of way.

Also except a tract of land in the Southeast Quarter of the Southwest Quarter of Section 10, Township 33 North, Range 23 West described as commencing at the Southeast corner of said Southeast Quarter of the Southwest Quarter, thence North 88 degrees 08 minutes 52 seconds West along the South line of said Quarter-Quarter a distance of 162.0 feet; thence North 2 degrees 17 minutes 43 seconds East and parallel to the East line of said Southwest Quarter a distance of 30.05 feet to a point on the North Right of Way of "T" Highway and the true point of beginning of the tract to be herein described; thence North 2 degrees 17 minutes 43 seconds East a distance of 246.08 feet; thence North 88 degrees 18 minutes 10 seconds West a distance of 198.32 feet; thence South 1 degree 36 minutes 42 seconds West a distance of 245.13 feet to a point on said Right of Way; thence South 88 degrees 18 minutes 10 seconds East along said Right of Way a distance of 195.28 feet to the true point of beginning. Subject to easements and restrictions and situate in Polk County, Missouri.

STATE OF MISSOURI }  
COUNTY OF POLK }

#1793

Filed for record 1 day of April, 2004  
at 11 o'clock 02 minutes 4 m and duly  
recorded in book 675 at page 66-70Witness my hand and official seal this day and year  
above written.By Marsha Marshall Carol Polindexter, Recorder  
Deputy

(Above space reserved for use of Recorder's Office)

**COVER SHEET**

1. Title of Document: Amendment Number One to Covenants, Conditions and Restrictions for the Bolivar Industrial Park
2. Date of Document: March 20, 2004
3. Grantor(s): The Industrial Development Authority of the City of Bolivar, Missouri
4. Grantee(s): The Industrial Development Authority of the City of Bolivar, Missouri
5. Statutory Mailing Address: P.O. Box 9, Bolivar, MO 65613
6. Legal Description:

Tract I: All that part of the West Half of the Southeast Quarter of Section 10, Township 33 North, Range 23 West lying South and West of State Highway Route 13 as now located, except any part off the South side thereof for public road and highway and less and except the abutter's right of direct access between said Route 13 and the abutting land in the West half of the Southeast Quarter of Section 10, Township 33 North, Range 23 West as provided in the Report of Commissioner's recorded in Book 274, Page 244;

Tract II: Also all that part of the East Half of the Southwest Quarter of Section 10, Township 33 North, Range 23 West, which lies West of State Highway Route 13 as now located, Less and Except the abutter's right of direct access between said Route 13 and the abutting land in the Northeast Quarter of the Southwest Quarter of Section 10, Township 33 North, Range 23 West as provided in the Right of Way Deed to the Sale of Missouri recorded in Book 267, Page 601. Subject to public road along the North side thereof.

Also except a tract of land in the Southeast Quarter of the Southwest Quarter of Section 10, Township 33 North, Range 23 West described as beginning at the Southeast corner of said Southeast Quarter of the Southwest Quarter thence North 349.5 feet, thence West 162.0 feet, thence South 349.5 feet, thence East 162.0 feet to the point of beginning, less that part for public right of way.

Also except a tract of land in the Southeast Quarter of the Southwest Quarter of Section 10, Township 33 North, Range 23 West described as commencing at the Southeast corner of said Southeast Quarter of the Southwest Quarter, thence North 88 degrees 08 minutes 52 seconds West along the South line of said Quarter-Quarter a distance of 162.0 feet; thence North 2 degrees 17 minutes 43 seconds East and parallel to the East line of said Southwest Quarter a distance of 30.05 feet to a point on the North Right of Way of "T" Highway and the true point of beginning of the tract to be herein described; thence North 2 degrees 17 minutes 43 seconds East a distance of 246.08 feet; thence North 88 degrees 18 minutes 10 seconds West a distance of 198.32 feet; thence South 1 degree 36 minutes 42 seconds West a distance of 245.13 feet to a point on said Right of Way; thence South 88 degrees 18

0067

minutes 10 seconds East along said Right of Way a distance of 195.28 feet to the true point of beginning. Subject to easements and restrictions and situate in Polk County, Missouri.

7. Reference Book and Page(s): Book 645, Page 991

DLHK No. 1-017

**AMENDMENT NUMBER ONE TO COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR THE BOLIVAR INDUSTRIAL PARK**

Pursuant to the provisions of Section 20(b) of those certain Covenants, Conditions and Restrictions for the Bolivar Industrial Park signed June 11, 2002 and recorded in Book 645 at Page 991 et. seq. of the Recorder's Office of Polk County, Missouri, the undersigned Industrial Development Authority of the City of Bolivar, Missouri does hereby amend such Covenants, Conditions and Restrictions in the following respect:

Restriction Number 10 is hereby amended to read as follows:

"SIGNS: Except as hereinafter stated, no sign shall be erected, constructed or maintained within the foundations of the Industrial Park except (i) those that identify the Industrial Park, (ii) those necessary for directional and informational purposes, and (iii) those that identify the tenant or owner of building site. Roof, pole, projecting or banner signs will not be allowed. Ground signs will be allowed only if the sign is flush with the ground. If a sign is illuminated it shall not be of the flashing beacon type. Notwithstanding the preceding provisions, the owner or occupant of that tract of ground described on Exhibit A that is attached hereto and made a part hereof by reference may erect such signage as shall comply with the zoning and subdivision regulations of the City of Bolivar, Missouri as now in effect, or as they may hereafter be amended from time to time."

In Witness Whereof, this Amendment has been signed this 30<sup>th</sup> day of March, 2004.

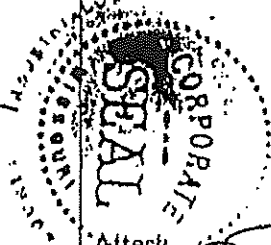
THE INDUSTRIAL DEVELOPMENT AUTHORITY OF  
THE CITY OF BOLIVAR, MISSOURI

By

  
L.D. Silvey, President

Attest:

  
Dave Strader, Assistant Secretary




0069

STATE OF MISSOURI                     )  
  ) ss.  
COUNTY OF POLK                     )

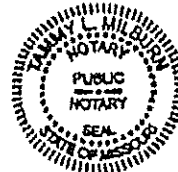
On this 30th day of March, 2004, before me personally appeared L.D. Silvey, to me known, who being by me duly sworn, did say that he is the President of The Industrial Development Authority of the City of Bolivar, Missouri, a corporation, that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and the said L.D. Silvey acknowledged said instrument to be the free act and deed of said corporation.

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

My term of office as a Notary Public will expire 2-9-07.

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

DHKH File No. 1-017



TAMMY L. MILBURN Notary Public  
Polk County                     State of Missouri  
My Commission Expires Feb. 9, 2007

**DESCRIPTION OF NEV TRACT**

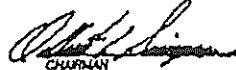
A TRACT OF LAND SITUATED IN THE  $\frac{1}{2}$  SE  $\frac{1}{4}$  OF SECTION 18, TOWNSHIP 33 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

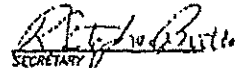
COMMENCING AT THE SOUTHWEST CORNER OF SAID  $\frac{1}{2}$  SE  $\frac{1}{4}$ ; THENCE  $N82^{\circ}15'57''E$  ALONG THE WEST LINE OF SAID  $\frac{1}{2}$  SE  $\frac{1}{4}$ , A DISTANCE OF 33.33 FEET TO AN EXISTING IRON PIN ON THE NORTH RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY "I"; THENCE  $S88^{\circ}20'39''E$  ALONG SAID RIGHT-OF-WAY LINE, 231.72 FEET TO AN IRON PIN SET AT THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE  $N01^{\circ}39'21''E$ , 326.25 FEET TO AN IRON PIN SET; THENCE  $S88^{\circ}20'39''E$ , 369.33 FEET TO THE WEST LINE OF THE COUNTY ROAD CONNECTOR TRACT, AS DESCRIBED IN BOOK 614 AT PAGES 1439-1440 OF THE DEED RECORDS OF SAID POLK COUNTY; THENCE  $S29^{\circ}34'32''E$  ALONG SAID WEST LINE, 317.53 FEET TO AN EXISTING IRON PIN; THENCE  $S88^{\circ}36'42''W$ , 29.31 FEET TO AN EXISTING RIGHT-OF-WAY MARKER ON SAID NORTH RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY "I"; THENCE  $N88^{\circ}20'29''W$ , 346.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3.5 ACRES, MORE OR LESS.

SUBJECT TO ALL RIGHTS OF WAY AND EASEMENTS OF RECORD, AND SPECIFICALLY SUBJECT TO A WATERLINE EASEMENT, AS DESCRIBED IN BOOK 603 AT PAGE 371 OF SAID DEED RECORDS.

**CERTIFICATE OF APPROVAL OF THE PLANNING COMMISSION**

THIS LOT SPLIT HAS BEEN SUBMITTED TO AND APPROVED BY THE PLANNING COMMISSION THIS 1<sup>st</sup> DAY OF DECEMBER, 2004. 2004

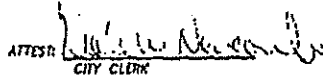
  
CHAIRMAN

  
SECRETARY

**ACCEPTANCE BY CITY OF BOLIVAR**

THE LOT SPLIT SHOWN ON THIS PLAT ACCEPTED BY THE BOARD OF ALDERMEN OF THIS CITY OF BOLIVAR, MISSOURI THIS 1<sup>st</sup> DAY OF DECEMBER, 2004.

  
MAYOR OF BOLIVAR

ATTEST:   
CITY CLERK

EXHIBIT

A



sell-off

0317

STATE OF MISSOURI } # 1831  
COUNTY OF POLK }  
Filed for record 2 day of April, 2004  
at 10 o'clock 55 minutes 9 m and duly  
recorded in book 675 at page 317-319  
Witness my hand and official seal this day and year  
above written.  
By Carol Poindexter  
Carol Poindexter, Recorder

## WARRANTY DEED

THIS INDENTURE, made on March 31, 2004, by and between The Industrial Development Authority of City of Bolivar, a Missouri Industrial Development Corporation, hereinafter referred to as GRANTOR or party of the first part, whether one or more, and Gebhard & Gebhard, Inc., in the State of Missouri, hereinafter referred to as GRANTEE or party of the second part, whether one or more. Mailing address of said first named grantee is 4217 Greenbrier Dr., Nixa, MO 65714

WITNESSETH, that the said GRANTOR or party of the first part, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to him paid by the said GRANTEE or party 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 GRANTEE or party of the second part, his heirs and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Polk and State of Missouri, to-wit:

A tract of land situated in the West Half of the Southeast Quarter of Section 10, Township 33 North, Range 23 West of the Fifth Principal Meridian, Polk County, Missouri, more particularly described as follows:

Commencing at the Southwest corner of said West Half of the Southeast Quarter; thence North 02 degrees 15 minutes 57 seconds East along the West line of said West Half of the Southeast Quarter, a distance of 33.53 feet to an existing iron pin on the North Right-of-Way line of Missouri State Highway "T"; thence South 88 degrees 20 minutes 39 seconds East along said Right-of-Way line, 251.72 feet to an iron pin set at the point of beginning of the tract herein described; thence North 01 degrees 39 minutes 21 seconds East, 326.25 feet to an iron pin set; thence South 88 degrees 20 minutes 39 seconds East, 369.33 feet to the West line of the County Road connector tract, as described in Book 614 at Pages 1439-1440 of the Deed Records of said Polk County; thence South 29 degrees 34 minutes 52 seconds East along said West line, 347.53 feet to an existing iron pin; thence South 08 degrees 36 minutes 42 seconds West, 29.31 feet to an existing Right-of-Way marker on said North Right-of-Way line of Missouri State Highway "T"; thence North 88 degrees 20 minutes 39 seconds West, 546.00 feet to the point of beginning.

Subject to all rights of way and easements of record, and specifically subject to a waterline easement, as described in Book 605 at Page 371 of said Deed Records.

(All the above being shown on survey for Lot Split recorded in Book 8, Page 115 of the Deed Records of Polk County, Missouri.)

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging, or in anyway appertaining, unto the said GRANTEE or party of the second part, and unto his heirs and assigns forever; the said GRANTOR or party of the first

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

Reference herein to the masculine singular shall refer to all parties that the context shall require, whether masculine, feminine, or neuter, and whether one or more. If GRANTOR or party of the first part or GRANTEE or party of the second part shall be corporations, all references herein to the heirs of such corporate party shall be construed to refer to the successors thereof.

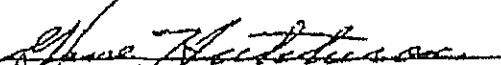
IN WITNESS WHEREOF, this deed has been executed the day and year first above written.

GRANTORS:

The Industrial Development Authority of City of Bolivar, a  
Missouri Industrial Development Corporation

By:

  
L. D. Silvey, President

  
Gene Hutcheson, Secretary

STATE OF MISSOURI )

) ss.

COUNTY OF POLK )

On this 31st day of March, 2004, before me personally appeared L.D. Silvey and Gene Hutcheson, to me known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of The Industrial development Authority of City of Bolivar, a Missouri Industrial Development Corporation, that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and the said L.D. Silvey and Gene Hutcheson acknowledged said instrument to be the free act and deed of said corporation.

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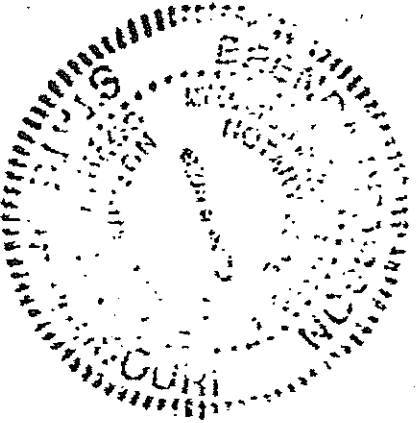
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Bolivar, Missouri, the day and year first above written.

4/18/2004 My term of office as a Notary Public will expire

Brenda Pearson

Notary Public

BRENDA PEARSON  
Notary Public - State of Missouri  
County of Hickory  
My Commission Expires Apr 18, 2004



Shell Title Company  
109 E. Broadway  
Bolivar, MO 65613  
File #0401-077

POLK COUNTY, BOLIVAR, MO  
CAROL POINDEXTER, RECORDER OF DEEDS



06/29/2007 #2007-L-3689  
02:00:00PM B-734 P-256

REAL ESTATE DOCUMENT  
POLK COUNTY, MISSOURI  
RECORDERS CERTIFICATION  
*Carol Poindexter*  
RECORDER OF DEEDS

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** granted this 29th day of June, 2007, by The Industrial Development Authority of the City of Bolivar, Missouri (the "Grantor"), to the City of Bolivar, Missouri, a political subdivision of the State of Missouri (the "Grantee"), having a mailing address as follows: 345 S. Main Ave., P.O. Box 9, Bolivar, Missouri 65613.

**WITNESSETH, THAT THE GRANTOR**, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to it paid by the Grantee (the receipt and sufficiency of which is hereby acknowledged) do by these presents, **BARGAIN and SELL, CONVEY and CONFIRM** unto the Grantee, its successors and assigns, the lots, tracts or parcels of land described on **EXHIBIT A**, which is attached hereto.

**TO HAVE AND TO HOLD**, the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anyway appertaining unto the Grantee and unto its successors and assigns forever; the Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee of the premises described herein, that it has good right to convey the same, and that it will warrant and defend the title to said premises unto the Grantee and unto the Grantee's successors and assigns forever, against the lawful claims and demands of all persons whomsoever claiming by, through or under Grantor but none other, and the transfer of the Property being "AS IS".

**IN WITNESS WHEREOF**, the Grantor has caused this Special Warranty Deed to be executed as of the day and year above written.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

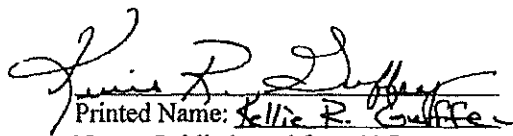
*Paul J. Gray*  
*Paul J. Gray*  
*President*

ACKNOWLEDGMENT

STATE OF MISSOURI                   )  
  ) SS  
COUNTY OF POLK                    )

BE IT REMEMBERED, that on this 27 day of June, 2007, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Brad Gregory, President of The Industrial Development Authority of the City of Bolivar, Missouri, a public corporation duly authorized, incorporated and existing under and by virtue of the constitution and laws of the State of Missouri, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said City, and such person duly acknowledged the execution of the same to be the act and deed of said City.

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

  
Printed Name: Kellie R. Guffey  
Notary Public in and for said State  
Commissioned in Polk County

My commission expires: July 5, 2010

KELLIE R. GUFFEY Notary Public - Notary Seal STATE OF MISSOURI Polk County - Comm.#06903394 My Commission Expires July 5, 2010
--

**EXHIBIT "A"**

**Part of the Southeast Quarter of the Southwest Quarter of Section 10, Township 33 North, Range 23 West, as surveyed in Polk County Surveyor's Record Book 11, page 10, commencing at the Southeast corner of said Southeast Quarter of the Southwest Quarter, thence North 88 degrees 08 minutes 46 seconds West along the Section line 356.43 feet; thence North 01 degrees 36 minutes 42 seconds East 34.51 feet to the point of beginning; thence North 01 degrees 36 minutes 42 seconds East 240.13 feet; thence North 88 degrees 18 minutes 10 seconds West 250.00 feet; thence South 01 degrees 36 minutes 42 seconds West 239.92 feet; thence South 88 degrees 15 minutes 17 seconds East along the North Right of Way of Missouri Highway "T" 250.00 feet to the point of beginning, all in Polk County, Missouri.**