

--NOTICE OF MEETING--
PUBLIC WORKS COMMITTEE

November 5, 2024

5:30 PM

CITY HALL

326 GRANT STREET

COUNCIL CHAMBERS

-- AGENDA—

OLD BUSINESS

- **Consideration and approval of Minutes from previous meeting**

CITIZENS PARTICIPATION

- **Ronnie Wells**

NEW BUSINESS

- **Discuss proposed 4 Way Stop Signs at Fairview & Main and Fairview & Maple**
- **Discuss the bids for the South Industrial Park Billboard Sign**
- **Consider and discuss Lot Split at 2740 Grand Ave between County of Jasper and Arvest Bank**
- **Consider Use Agreement for Parking Lot**

OTHER BUSINESS

- **Reject bids for financing of Leaf Vacuum**

STAFF REPORTS

- **Zeb Carney**
- **Traci Cox**

ADJOURNMENT

**PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL
417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI)
AT LEAST 24 HOURS PRIOR TO MEETING.**

POSTED: 11/4/2024

BY: Rachel Sutherland

PUBLIC WORKS COMMITTEE

Public Works Department 623 E 7th Carthage MO 64836
Tele: (417) 237-7010 Fax: (417) 237-7011

"America's Maple Leaf City"



10-01-2024 PUBLIC WORKS COMMITTEE MEETING MINUTES

Committee Members present: Chris Taylor, Derek Peterson, Lori Leece and Tom Barlow

Staff Members present: Zeb Carney, Public Works Director, Traci Cox, Interim City Administrator, and Rachel Sutherland, Public Works Administrative Assistant.

Citizen Present: Jana Schramm

Chairman Chris Taylor called the Public Works Committee meeting to order at 5:27 p.m.

Lori Leece made a motion to accept the minutes from the August 8, 2024, Committee meeting. All ayes, motion passed.

New Business:

Other Business:

Staff Reports:

Chris Taylor stated that he had received a call from a Citizen regarding the early hours that the Street Sweeper is starting. Zeb explained that it has been running 5 days per week from 4-12am for the last 20+ years to try to be done before the morning traffic, work, school etc.

Derek Peterson made comment about how good the new I-49 Roundabout is looking.

Zeb reported on the following:

- I-49 Roundabout is on schedule, if Blevins shuts down asphalt production for the winter, before it is ready to be paved, we may need to go with concrete to stay on schedule and then lay asphalt when they resume production. The project is projected to be finished by Spring depending on the weather. Zeb is very pleased with this contractor.
- Zeb and Rachel met with the Auditors last week, and it has been a smooth process from our end, as we have been able to provide them with all the information that they have requested.
- Maple Leaf is coming up soon and The Street Department is doing maintenance to get ready for the parade.
- Planning on accepting Bids the end of November for the expansion of Hazel from George E Phelps to Airport to become 3 lanes to help with Semi traffic. The Governors Cost Share Project will give a 50% reimbursement.
- The house demolition the Fire Department had scheduled was completed on October 1st at Zero cost to The City.
- Josiah has reported to Zeb that the utility cut fees for September \$20,000.00 are the largest he has ever had to date.
- Planning & Zoning will meet and discuss Plat for property on River St at Airport Dr. The Developer wants to build 32 single family homes on this land.
- The RR wants \$39,000.00 to review the plans for The McGregor St. Bridge project.

- The Street Departments New Skid Steer has been delivered. A JCB brand was purchased as it was \$20,000.00 cheaper than a CAT Skid Steer and the guy's report that they like it better. We also purchased an extended 5-year warranty.
- Chestnut and Forest Bridges are being overlayed by Blevins this Thursday, Zeb would like to see these bridges opened to traffic by this weekend.
- Engineering is working on plans for the 3rd St. Bridge and hopefully we will be ready to start accepting bids for the project in approximately 8 months.
- Chapel Road to HH project will be ready to bid in November or December.
- Next sidewalk project will be Airport to River Street and Fairview to River Street to Elementary School.
- Jana Schramm made a visit to The Public Works Department on Tuesday to meet the Staff and have a conversation with Zeb.
- Would like to plan a bridge tour for the Public Works Committee on November 5th at 4:30, depending on the weather.
- Carthage has a lot of new residential building going on, we are one of the fastest growing cities in our area.

Traci reported on the following:

- Auditor has been at City Hall and that is going well.

Chris Taylor made a motion to adjourn the meeting at 6:02 p.m. with a second by Derek Peterson. All Ayes, motion carried.



ADDENDUM NO. 2

CIVIL

ENGINEERING

Project Management

Construction Plans

Permitting

Right of Way Negotiation

Utility Coordination

Project Specifications

Contract Documents

Agency Coordination

CONSTRUCTION

ENGINEERING

Bidding Services

Construction Inspection

Contract Administration

Project Documentation

STRUCTURAL

ENGINEERING

Highway Bridges

Forensic Investigations

Building Inspections

Residential Structures

Commercial Structures

Structure Rehabilitation

TO: All Holders of Plans and Contract Documents for
South Industrial Park Billboard Sign
Carthage, Missouri

ISSUED: October 11, 2024

Name of Bidder

Receipt Acknowledged By

Planholders:

This Addendum is hereby made a part of the Contract Documents to the same extent as if it were originally included herein. This Addendum shall be inserted into the Contract Documents and submitted with the Bid, and includes the following items:

PLANS:

- 1) Plan Sheet C-1.0 – Plans and Details has hereby been revised.

Sincerely,

Jason Eckhart, P.E.
President

Zanevan Engineering, LLC

1221 Oak Street

Carthage, MO 64836

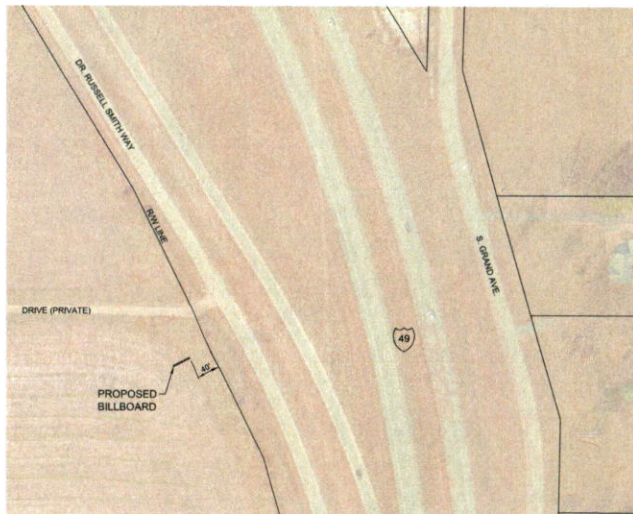
417.800.2500

www.zanevan.com



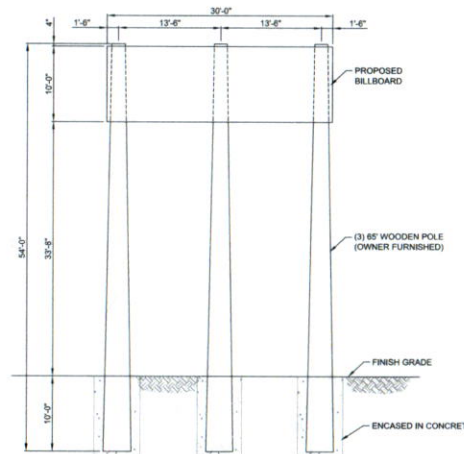
PROJECT LOCATION MAP

SCALE: 1" = 1000'



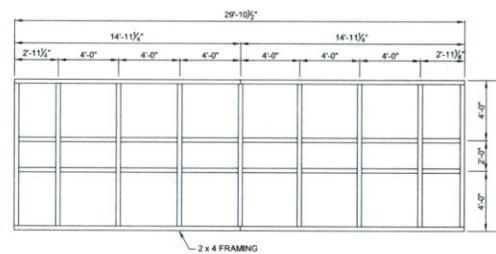
ENLARGED SITE MAP

SCALE: 1" = 100'



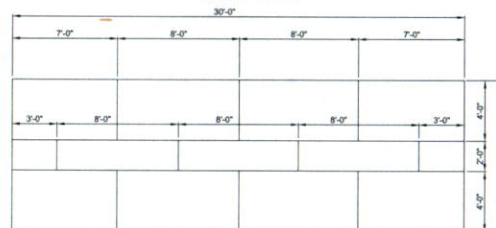
BILLBOARD ELEVATION

SCALE: 1/8" = 1'-0"



BILLBOARD FRAMING

SCALE: 1/4" = 1'-0"



BILLBOARD PANELS

SCALE: 1/4" = 1'-0"

CONTACT INFORMATION

ZANEVAN ENGINEERING
1221 OAK STREET
CARTHAGE, MO 64836
JASON ECHART P.E.
(417) 800-2500

CITY OF CARTHAGE PUBLIC WORKS
623 E 7TH STREET
CARTHAGE, MO 64836
ZEB CARNEY
(417) 237-7010

UTILITIES INFORMATION

ELECTRIC:
CARTHAGE WATER & ELECTRIC PLANT
627 W. CENTENNIAL AVE.
CARTHAGE, MO 64836
KEVIN EMERY
(417) 237-7300

WATER:
CARTHAGE WATER & ELECTRIC PLANT
627 W. CENTENNIAL AVE.
CARTHAGE, MO 64836
JASON CHOATE
(417) 237-7300

NATURAL GAS:
SPIRE ENERGY
520 E. 8TH ST.
JOPLIN, MO 64801
KEN STEGALL
(417) 626-4831

TELEPHONE:
A.T.&T.
727 S. PEARL AVE.
JOPLIN, MO 64801
GENE LOLLIS

CABLE PROVIDER:
OPTIMUM
TONY GILBERT

ELECTRIC:
LIBERTY UTILITIES
3400 KODIAK ROAD
JOPLIN, MO 64804

CONSTRUCTION NOTES

1. 65' WOODEN POLES WILL BE FURNISHED BY OWNER
2. BILLBOARD STRUCTURE SHALL CONSIST OF PLYWOOD PANELS SECURED TO 2x FRAMEWORK SECURED TO WOODEN POLES
3. FRAMING SHALL CONSIST OF PRESSURE TREATED 2 x 4's. (2) FRAMES REQUIRED, ONE EACH SIDE OF POLES.
4. BILLBOARD PANELS SHALL BE 4' x 8' x 3/4" PRESSURE TREATED PLYWOOD. (2) SETS OF PANELS REQUIRED.
5. TYPE OF PRESSURE TREATED WOOD SHALL BE SUITABLE FOR THE APPLICATION.
6. GALVANIZED STEEL CONNECTORS SHALL BE USED AT ALL FRAMING CONNECTIONS.
7. FRAME & SHALL BE SECURED TO POLES WITH #10 x 3" DECK SCREWS SUITABLE FOR THE APPLICATION.
8. PLYWOOD PANELS SHALL BE SECURED TO THE FRAMEWORK WITH #8 x 1-5/8" DECK SCREWS SUITABLE FOR THE APPLICATION.
9. CONTRACTOR SHALL DESIGN AND PROVIDE VINYL BILLBOARD WRAPS FOR EACH SIDE OF BILLBOARD. DESIGN SHALL BE SUBMITTED TO CITY FOR APPROVAL PRIOR TO INSTALLATION



NO.	DATE	DESCRIPTION
1	10/10/2024	ISSUED FOR PERMIT
2	10/10/2024	ISSUED FOR PERMIT
3		
4		
5		
6		
7		
8		
9		
10		

PROPOSED BILLBOARD
INDUSTRIAL DEVELOPMENT
SOUTH INDUSTRIAL PARK
CARTHAGE, MO

C-1.0
PLANS & DETAILS

PROJECT NUMBER:
24002-01
DATE:
09/20/2024



CAUTION:
INFORMATION ON THIS DRAWING CONCERNING TYPE & LOCATION OF UNDERGROUND & OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO THE TYPE & LOCATION OF UNDERGROUND & OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THEREIN.

BID TABULATION
SOUTH INDUSTRIAL PARK BILLBOARD SIGN
CARTHAGE, MISSOURI
BID OPENING: OCTOBER 15, 2024 @ 10 a.m.

JH SIGN DESIGNS, LLC
1720 W. 7TH STREET
JOPLIN, MO 64801

Item No.	Description	No. Units	Unit	Unit Price	Extended Total
1	PROVIDE AND INSTALL BILLBOARD SIGN, PER PLANS	1	LS	\$ 20,548.00	\$ 20,548.00
TOTAL BID AMOUNT					\$ 20,548.00

This is to certify that at 10:00 A.M. on October 15, 2024, at the office of the City of Carthage City Hall, Carthage, Missouri, the bids tabulated herein were publicly opened, read aloud and checked. The totals are correct as to additions and extensions.



Jason Eckhart, P.E.
Zanevan Engineering

NOTICE OF AWARD00501

TO: JH Sign Designs, LLC
1720 W. 7th Street
Joplin, Missouri 64801

PROJECT Description: South Industrial Park Billboard Sign, Carthage, Missouri.

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Invitation to Bid dated September 24, 2024 and Instructions to Bidders.

You are hereby notified that you BID has been accepted in the amount of Twenty Thousand Five Hundred Forty-Eight and 00/100 Dollars (\$20,548.00).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTORS PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within fourteen (14) consecutive calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS and INSURANCE CERTIFICATES within fourteen (14) consecutive calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20____.

City of Carthage

By: _____

Title: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by this the _____ day of _____ 20____.

By _____

Title _____

ADMINISTRATIVE SUBDIVISION APPLICATION



"America's Maple Leaf City"

Date: 10/10/2024

Filing Fee: \$200.00

Property Location: 2740 GRAND AVENUE, CARTHAGE, MO 64836

Name of Subdivision: LOT SPLIT SURVEY CREATING (Lots 1 & 2, ARVEST CARTHAGE ADDITION)
(if applicable)

☐

Re-Plat

☒

Lot Division:

☐

Lot Line Adjustment

☐

Lot Combination:

Other: _____

Existing Zoning Classification: E - GENERAL BUSINESS

Property Owner's Name: ARVEST BANK

Tele: 417-385-7063

Mailing Address: 701 S Main Street

City: Joplin

State: MO Zip: 64801

Email: mdphillips@arvest.com

Fax: _____

Applicant: DEVELOPMENT CONSULTANTS - ALLEN JAY YOUNG

Tele: 479-444-7880

Mailing Address: 1 E CENTER ST SUITE 290

City: FAYETTEVILLE

State: AR Zip: 7270

Email: jayy@dcius.pro

Fax: _____

Engineer's name: Development Consultants - Chase Henrichs

Tele: 479-444-7880

Mailing Address: 1 E CENTER ST SUITE 290

City: FAYETTEVILLE

State: AR Zip: 72701

Email: chaseh@dcius.pro

Fax: _____

Surveyor's name: DEVELOPMENT CONSULTANTS - ALLEN JAY YOUNG

Tele: _____

Mailing Address: 1 E CENTER ST SUITE 290

City: FAYETTEVILLE

State: _____ Zip: _____

Email: jayy@dcius.pro

Fax: _____

Legal Description:

PROPERTY DESCRIPTION: (Warranty Deed: Book 2078, Page 2088)

All that part of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 15, Township 28 North, Range 31 West, in the City of Carthage, Jasper County, Missouri, described as follows: Commencing at the Southwest Corner of the Southwest Quarter of said Section 15, Thence N 00° 00' 00" E along the West line of said Southwest Quarter, 58.78 feet, Thence N 88° 48' 00" E, 30.01 feet to a point on the East Right-of-Way line of Missouri Route 571; Thence N 00° 01' 20" W along said East Right-of-Way line, 324.18 feet; Thence N 88° 48' 00" E, 15.01 feet to the point of beginning; Thence continuing N 88° 48' 00" E, 400.19 feet; Thence S 00° 00' 00" W, 337.9

The following shall be submitted with this application:

☒ Filing Fee: \$200.00

☐ **Re-Plat**

- ☐ Location of lots, streets and alleys
- ☐ Location of building lines on front and side streets
- ☐ Location of any right-of-ways and easements
- ☐ Location of any existing structures, fences, walls, etc.
- ☐ North indicator, date of preparation and written scale

☒ **Lot Split Survey (Lot Line Adjustment, Lot Division, Lot Combination)**

- ☒ Property boundaries of the existing site
- ☒ North indicator, date of preparation and written scale
- ☒ Parcel boundaries of proposed parcels to be created and the net area
- ☒ Location of existing streets and rights-of-way with all dimensions
- ☒ Location of existing structures, fences, walls, etc.
- ☒ Title search of parcel to be split

☒ Certificates required for the recording of the survey plat with the Jasper County Recorder's Office

☐ Any additional pertinent information as required by the staff, such as copies of current covenants, conditions and restrictions, in the case of land splits in recorded subdivisions.

Misty D Phillips, Property and Security Manager, VP

Owner's Signature

Jason D. B. Duff

Applicant's Signature

Return form to: Public Works Department

Office Use Only: Date Received: _____

Filing Fee: ☐ Yes

Date for City Staff Review: _____ Public Works Committee Review Date: _____

City Council Dates: _____

PROPERTY DESCRIPTION: (Warranty Deed: Book 2078, Page 2088)

All that part of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 15, Township 28 North, Range 31 West, in the City of Carthage, Jasper County, Missouri, described as follows: Commencing at the Southwest Corner of the Southwest Quarter of said Section 15, Thence N 00° 00' 00"E along the West line of said Southwest Quarter, 58.78 feet; Thence N 88° 48' 00"E, 30.01 feet to a point on the East Right-of-Way line of Missouri Route 571; Thence N 00° 01' 20"W along said East Right-of-Way line, 324.18 feet; Thence N 88° 48' 00"E, 15.01 feet to the point of beginning; Thence continuing N 88° 48' 00"E, 400.19 feet; Thence S 00° 00' 00"W, 337.97 feet; Thence S 88° 48' 00"W, 307.93 feet; Thence N 45° 00' 00"W, 130.32 feet; Thence N 00° 01' 20"W, 243.88 feet to the point of beginning.

Subject to any existing Easements or Restrictions of record.

Ingress/Egress Easement: (Warranty Deed: Book 2078, Page 2088)

All that part of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 15, Township 28 North, Range 31 West, in the City of Carthage, Jasper County, Missouri, described as follows: Commencing at the Southwest Corner of the Southwest Quarter of said Section 15, Thence N 00° 00' 00"E along the West line of said Southwest Quarter, 58.78 feet; thence N 88° 48' 00"E, 30.01 feet to a point on the East Right-of-Way line of Missouri Route 571 and the point of beginning; Thence N 00° 01' 20"W along said East Right-of-Way line, 324.18 feet; Thence N 88° 48' 00"E, 15.01 feet; Thence S 00° 01' 20"E, 243.88 feet; Thence S 45° 00' 00"E, 130.32 feet; Thence N 88° 48' 00"E, 307.93 feet; Thence S 00° 00' 00"W, 20.00 feet to a point on the North Right-of-Way line of fir road; Thence along said North Right-of-Way line of fir road the following courses and distances; Thence S 88° 48' 00"W, 305.06 feet; thence N 00° 00' 00"E, 10.00 feet; Thence S 88° 48' 00"W, 87.08 feet; Thence N 44° 33' 00"W, 32.70 feet to the point of beginning.

1/10/2008 2:43:09 PM



08-00602

BOOK: 2078

PAGE: 2088-2090

STATE OF MISSOURI
COUNTY OF JASPER
RECORDER'S CERTIFICATION



Anna Grove

RECORDER OF DEEDS

General Warranty Deed (Individual)

This Deed, made and entered into on January 9, 2008, by and between **Grantor(s)**: County of Jasper, State of Missouri and **Grantee(s)**: Arvest Bank . **Mailing Address of the Grantee(s)**: ,
PO Box 460, Joplin, MO 64802

Witnesseth, that the Grantor(s), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by the Grantee(s), the receipt of which is hereby acknowledged, do(es) by these presents **Grant, Bargain and Sell, Convey and Confirm** unto the Grantee(s), the following described Real Estate, situated in the County of Jasper and State of Missouri, to-wit:

ALL THAT PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 31 WEST, IN THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 15, THENCE N00° 00' 00"E ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 58.78 FEET; THENCE N88° 48' 00"E, 30.01 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MISSOURI ROUTE 571; THENCE N00° 01' 20"W ALONG SAID EAST RIGHT-OF-WAY LINE, 324.18 FEET; THENCE N88° 48' 00"E, 15.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N88° 48' 00"E, 400.19 FEET; THENCE S00° 00' 00"W, 337.97 FEET; THENCE S88° 48' 00"W, 307.93 FEET; THENCE N45° 00' 00"W, 130.32 FEET; THENCE N00° 01' 20"W, 243.88 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ANY EXISTING EASEMENTS OR RESTRICTIONS OF RECORD.

INGRESS/EGRESS EASEMENT

ALL THAT PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 31 WEST, IN THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 15, THENCE N00° 00' 00"E ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 58.78 FEET; THENCE N88° 48' 00"E, 30.01 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MISSOURI ROUTE 571 AND THE POINT OF BEGINNING; THENCE N00° 01' 20"W ALONG SAID EAST RIGHT-OF-WAY LINE, 324.18 FEET; THENCE N88° 48' 00"E, 15.01 FEET; THENCE S00° 01' 20"E, 243.88 FEET; THENCE S45° 00' 00"E, 130.32 FEET; THENCE N88° 48' 00"E, 307.93 FEET; THENCE S00° 00' 00"W, 20.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF FIR ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF FIR ROAD THE FOLLOWING COURSES AND DISTANCES; THENCE S88° 48' 00"W, 305.06 FEET; THENCE N00° 00' 00"E, 10.00 FEET; THENCE S88° 48' 00"W, 87.08 FEET; THENCE N44° 33' 00"W, 32.70 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ANY EXISTING EASEMENTS OR RESTRICTIONS OF RECORD.

FATCO

Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning law or ordinance affecting the herein described property.

To Have and To Hold the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s) and to the heirs and assigns of such Grantee(s) forever.

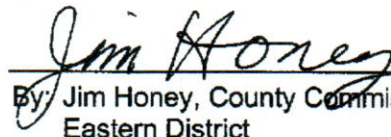
The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will **Warrant and Defend** the title to the premises unto the Grantee(s), and to the successors and assigns of such Grantee(s) forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2008 and thereafter, and special taxes becoming a lien after the date of this deed.

In Witness Whereof, the Grantor(s) has or have hereunto set their hand or hands the day and year first above written.

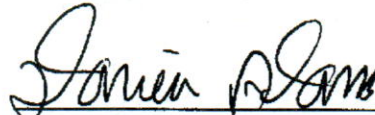
County of Jasper, State of Missouri



By: John Bartosh, Presiding County
Commissioner



By: Jim Honey, County Commissioner -
Eastern District



By: Darieus Adams, County
Commissioner - Western District

FATCO

STATE OF Missouri }
 } ss.
County of Jasper }

On January 9, 2008, before me personally appeared John Bartosh, Presiding County Commissioner, Jim Honey, Eastern District County Commissioner, Darieus Adams, Western District County Commissioner to me known to be the persons(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Carolyn A. Comer Notary Public

My term expires: August 15, 2010

CAROLYN A. COMER
Notary Public - Notary Seal
State of Missouri, Jasper County
Commission # 06394502
My Commission Expires Aug. 15, 2010

$$\begin{array}{r} 17.25 \\ 12.75 \\ \hline 30.00 \end{array}$$

FATCO



First American Title™

Guarantee

CLTA Guarantee Form No. 28 -
Condition of Title

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

50016129-1659358

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE.

FIRST AMERICAN TITLE INSURANCE COMPANY

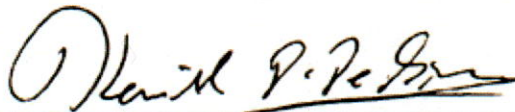
a Nebraska corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

By:


Authorized Countersignature

This jacket was created electronically and constitutes an original document

© California Land Title Association. All rights reserved. The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses prohibited. Reprinted under license or express permission from the California Land Title Association.

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters against the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or, (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.

- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- a. the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- b. "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- c. "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- d. "Public Records": those records established under Missouri statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- e. "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- f. "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- a. The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- b. If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- c. Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- d. In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by

GUARANTEE CONDITIONS (Continued)

the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

- a. 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 Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter 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.
- b. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph 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 Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonable necessary information from third parties, as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

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

- a. To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

- b. To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- c. To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured 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 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation Liability.

- a. This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.
- b. If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- c. In the event of any 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 therefrom.
- d. The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

- a. No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- b. When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

GUARANTEE CONDITIONS (Continued)

10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration.

(Does not apply in the state of Missouri)

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

- a. This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- b. Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- c. No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability.

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee 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.

14. Choice of Law; Forum.

- a. Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee 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 Guaranties 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 that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. 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 Assured against the Company must be filed only in a state or federal court within the United State of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com).**



First American Title™

Schedule A

CLTA Guarantee Form No. 28 - Condition of Title

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

1659358

File No.: 1659358

Address Reference: Arvest Tract at South Grand,
Avenue and West Fir Road, Carthage, MO

Guarantee No.: 1659358

Amount of Liability: \$10,000.00

Date of Guarantee: 7/10/2024

Premium: \$50.00

1. Name of Assured:

Development Consultants Inc.

2. The estate or interest in the Land which is covered by this Guarantee is:

Fee Simple

3. The Land referred to in this Guarantee is described as follows:

All that part of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 15, Township 28 North, Range 31 West, in the City of Carthage, Jasper County, Missouri, described as follows: Commencing at the Southwest Corner of the Southwest Quarter of said Section 15, Thence N 00° 00' 00"E along the West line of said Southwest Quarter, 58.78 feet; Thence N 88° 48' 00"E, 30.01 feet to a point on the East Right-of-Way line of Missouri Route 571; Thence N 00° 01' 20"W along said East Right-of-Way line, 324.18 feet; Thence N 88° 48' 00"E, 15.01 feet to the point of beginning; Thence continuing N 88° 48' 00"E, 400.19 feet; Thence S 00° 00' 00"W, 337.97 feet; Thence S 88° 48' 00"W, 307.93 feet; Thence N 45° 00' 00"W, 130.32 feet; Thence N 00° 01' 20"W, 243.88 feet to the point of beginning.

Subject to any existing Easements or Restrictions of record.

Ingress/Egress Easement

All that part of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 15, Township 28 North, Range 31 West, in the City of Carthage, Jasper County, Missouri, described as follows: Commencing at the Southwest Corner of the Southwest Quarter of said Section 15, Thence N 00° 00' 00"E along the West line of said Southwest Quarter, 58.78 feet; thence N 88° 48' 00"E, 30.01 feet to a point on the East Right-of-Way line of Missouri Route 571 and the point of beginning; Thence N 00° 01' 20"W along said East Right-of-Way line, 324.18 feet; Thence N 88° 48' 00"E, 15.01 feet; Thence S 00° 01' 20"E, 243.88 feet; Thence S 45° 00' 00"E, 130.32 feet; Thence N 88° 48' 00"E, 307.93 feet; Thence S 00° 00' 00"W, 20.00 feet to a point on the North Right-of-Way line of fir road; Thence along said North Right-of-Way line of fir road the following courses and distances; Thence S 88° 48' 00"W, 305.06 feet; thence N 00° 00' 00"E, 10.00 feet; Thence S 88° 48' 00"W, 87.08 feet; Thence N 44° 33' 00"W, 32.70 feet to the point of beginning.

Subject to any existing Easements or Restrictions of record.

4. ASSURANCES:

According to the Public Records as of the Date of Guarantee,

- a. Title to the estate or interest in the Land is vested in:

Arvest Bank

- b. Title to the estate or interest is subject to defects, liens, or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.



First American Title™

Schedule B

CLTA Guarantee Form No. 28 - Condition of Title

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

1659358

File No.: 1659358

1. An easement for Right-of-Way granted to The Empire District Electric Company in the document recorded October 28, 1980 as Document No. [9814](#) in Book 1238 at Page 1051 of Official Records.
2. An easement for Right-of-Way granted to City of Carthage, Missouri in the document recorded July 1, 1994 as Document No. [10720](#) in Book 1459 at Page 1602 of Official Records.
3. An easement for Electric, Water and Sewer granted to City of Carthage in the document recorded April 16, 1992 as Document No. [5771](#) in Book 1408 at Page 902 of Official Records.
4. An easement for Electric, Water and Sewer granted to City of Carthage in the document recorded February 21, 1992 as Document No. [2434](#) in Book 1404 at Page 1662 of Official Records.
5. An easement for Right of way granted to City of Carthage, Missouri in the document recorded April 9, 1998 as Document No. [8051](#) in Book 1559 at Page 321 of Official Records.
6. An easement for Right of way granted to KAMO Electric Cooperative in the document recorded July 22, 1952 as Document No. 11729 of Official Records.
7. Terms and provisions of Ordinance Extending City Limits filed February 24, 1947 in Ordinance Record Book 9 at page 1691.
8. Highway Deed recorded August 22, 1998 as Document No. [10446](#) in Book 1348 at Page 1260.
9. Except any part taken or deeded for road purposes.
10. Encroachment of the fence 12.4 to 12.6 feet east of the property line.
11. Utility easement granted to Carthage Water and Electric Plant in the document recorded March 13, 2009 as Document No. [2009003769](#) in Book 2123 at Page 1898 of Official Records.
12. Sewer easement granted to City of Carthage in the document recorded April 22, 2014 as Document No. [2014005651](#) in Book 2322 at Page 1586 of Official Records.
13. Easements, Restrictions and setback lines as per Survey, recorded as Document No. [2008009989](#) in plat Book 12 at Page 18.

NOTE: General, State, County and City taxes for the year 2023 in the amount of \$18,034.38 are PAID.
Parcel Number: 3-255211-4600/14-5.0-15-000-000-014.001