

**OFFICIAL  
COMMISSION MINUTES  
APRIL 2<sup>nd</sup>, 2018 1<sup>st</sup> DAY OF  
THE APRIL ADJOURN TERM**

**PRELIMINARY STUDY**

The County Commission met in the Commission Conference Room at 8:37 a.m. with Mike Scofield (present), Brandon Williams (absent), and Sheila Wyatt (present).

The Commission met to review the day's agenda.

**FORMAL AGENDA**

The County Commission met in the Commission Hearing Room at 9:03 a.m. with Mike Scofield (present), Brandon Williams (present), and Sheila Wyatt (present).

*Prayer and Pledge*

**PUBLIC COMMENT**

None.

**CALL TO ORDER**

Presiding Commissioner Scofield called the Commission meeting to order at 9:04 a.m.

**COMMISSION REMARKS**

None.

**ROAD VACATES**

**Acacia Club Grounds**

Mike Bridges, Attorney, came before the Commission on behalf of College of the Ozarks and other petitioners with evidence supporting the Road Vacation of Acacia Club Grounds.

Presiding Commissioner Scofield read a letter dated March 30<sup>th</sup> from Travis Elliott, Taney County Attorney, along with Randy Haes, Taney County Hwy Administrator, who have read the petition for the Acacia Club Grounds and they have no concerns.

Discussion ensued.

Presiding Commissioner Scofield asked the audience if there were any objections and no one spoke.

Commissioner Williams moved to enter into record Exhibit A (first order) dated April 2<sup>nd</sup>, 2018. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

BEFORE THE COUNTY COMMISSION OF TANEY COUNTY, MISSOURI

IN THE MATTER OF:

Vacation of Portions of Essex, Berkshire, Lowell and Other Unnamed Platted Streets, Located in Ozark Acacia Club Grounds, Section 18, Township 22 North, Range 21 West, More Fully Described in Legal Description Included Below.

**ORDER TO VACATE PORTIONS OF  
STREETS IN OZARK ACACIA CLUB GROUNDS**

NOW ON THIS DATE, the County Commission of Taney County, Missouri, takes up and considers the Petition to Vacate Portions of Streets in Ozark Acacia Club Grounds (the "Petition"), filed and presented by The School of the Ozarks, a Missouri non-profit corporation, a/k/a College of the Ozarks ("Petitioner"). A true and correct copy of the Petition is attached hereto as Exhibit 1.

The County Commission finds that the Petition complies with the requirements of §§ 71.270 and 228.110, RSMo.; that notice of the Petition required under §§ 71.270 and 228.110, RSMo., has been proved; that no remonstrance to the proposed vacation of the streets described and shown in the Petition (the "Streets") has been filed; that Petitioner owns all property lying on both sides of and fronting the Streets to be vacated; that the Streets are useless to the County, and repairing and maintaining the same presents an unreasonable burden upon the County and Oliver Township, where they are located; and that it is in the public interest of the County to vacate said Streets.

NOW, THEREFORE, under §§ 71.270 and 228.110, RSMo., the Taney County Commission hereby grants the Petition to Vacate Portions of Streets in Ozark Acacia Club Grounds and declares that the Streets described in the Petition are vacated; to-wit:

A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 22 NORTH, RANGE 21 WEST, TANEY COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER LOT 1, BLOCK 36, ACACIA CLUB GROUNDS; THENCE SOUTH 22 DEGREES 18 MINUTES 16 SECONDS EAST ALONG SAID RIGHT-OF-WAY 101.52 FEET; THENCE SOUTH 67 DEGREES 25 MINUTES 28 SECONDS WEST ALONG SAID RIGHT-OF-WAY 30.53 FEET; THENCE SOUTH 22 DEGREES 53 MINUTES 21 SECONDS EAST ALONG SAID RIGHT-OF-

WAY 30.00 FEET; THENCE SOUTH 67 DEGREES 04 MINUTES 09 SECONDS WEST ALONG SAID RIGHT-OF-WAY 190.66 FEET; THENCE NORTH 79 DEGREES 06 MINUTES 24 SECONDS WEST ALONG SAID RIGHT-OF-WAY 55.12 FEET; THENCE NORTH 66 DEGREES 55 MINUTES 27 SECONDS EAST ALONG SAID RIGHT-OF-WAY 36.88 FEET; THENCE NORTH 66 DEGREES 53 MINUTES 28 SECONDS EAST ALONG SAID RIGHT-OF-WAY 49.99 FEET; THENCE NORTH 67 DEGREES 25 MINUTES 28 SECONDS EAST ALONG SAID RIGHT-OF-WAY 149.61 FEET; THENCE NORTH 22 DEGREES 00 MINUTES 03 SECONDS WEST ALONG SAID RIGHT-OF-WAY 101.24 FEET; THENCE NORTH 66 DEGREES 53 MINUTES 57 SECONDS EAST ALONG SAID RIGHT-OF-WAY 30.00 FEET TO THE POINT OF BEGINNING; CONTAINING 0.22 ACRES MORE OR LESS, SUBJECT TO ANY AND ALL ENCUMBRANCES AND RIGHTS RECORDED OR UNRECORDED.

A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 22 NORTH, RANGE 21 WEST, TANEY COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 39, ACACIA CLUB GROUNDS; THENCE SOUTH 22 DEGREES 37 MINUTES 27 SECONDS EAST ALONG SAID RIGHT-OF-WAY 101.11 FEET; THENCE SOUTH 67 DEGREES 05 MINUTES 19 SECONDS WEST ALONG SAID RIGHT-OF-WAY 30.64 FEET; THENCE NORTH 22 DEGREES 15 MINUTES 41 SECONDS WEST ALONG SAID RIGHT-OF-WAY 101.51 FEET; THENCE NORTH 67 DEGREES 51 MINUTES 35 SECONDS EAST ALONG SAID RIGHT-OF-WAY 30.00 FEET TO THE POINT OF BEGINNING; CONTAINING 0.07 ACRES MORE OR LESS, SUBJECT TO ANY AND ALL ENCUMBRANCES AND RIGHTS RECORDED OR UNRECORDED.

A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 22 NORTH, RANGE 21 WEST, TANEY COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 11, BLOCK 39, ACACIA CLUB GROUNDS; THENCE NORTH 67 DEGREES 04 MINUTES 04 SECONDS EAST ALONG SAID RIGHT-OF-WAY 417.41 FEET; THENCE SOUTH 79 DEGREES 06 MINUTES 24 SECONDS EAST ALONG SAID RIGHT-OF-WAY 53.89 FEET; THENCE SOUTH 67 DEGREES 04 MINUTES 04 SECONDS WEST ALONG SAID RIGHT-OF-WAY 475.22 FEET; THENCE NORTH 00 DEGREES 33 MINUTES 54 SECONDS EAST ALONG SAID RIGHT-OF-WAY 32.71 FEET TO THE POINT OF BEGINNING; CONTAINING 0.3 ACRES MORE OR LESS, SUBJECT TO ANY AND ALL ENCUMBRANCES AND RIGHTS RECORDED OR UNRECORDED.

A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 22 NORTH, RANGE 21 WEST, TANEY COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 20, BLOCK 39, ACACIA CLUB GROUNDS; THENCE SOUTH 22 DEGREES 12



MINUTES 20 SECONDS EAST ALONG SAID RIGHT-OF-WAY 26.68 FEET; THENCE NORTH 79 DEGREES 06 MINUTES 24 SECONDS WEST ALONG SAID RIGHT-OF-WAY 47.93 FEET; THENCE NORTH 67 DEGREES 04 MINUTES 04 SECONDS EAST ALONG SAID RIGHT-OF-WAY 40.15 FEET TO THE POINT OF BEGINNING; CONTAINING 0.01 ACRES MORE OR LESS. SUBJECT TO ANY AND ALL ENCUMBRANCES AND RIGHTS RECORDED OR UNRECORDED.

A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 22 NORTH, RANGE 21 WEST, TANEY COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 39, ACACIA CLUB GROUNDS; THENCE NORTH 00 DEGREES 33 MINUTES 54 SECONDS EAST ALONG SAID RIGHT-OF-WAY 32.75 FEET; THENCE NORTH 66 DEGREES 55 MINUTES 27 SECONDS EAST ALONG SAID RIGHT-OF-WAY 166.18 FEET; THENCE SOUTH 79 DEGREES 06 MINUTES 24 SECONDS EAST ALONG SAID RIGHT-OF-WAY 54.71 FEET; THENCE SOUTH 67 DEGREES 04 MINUTES 09 SECONDS WEST ALONG SAID RIGHT-OF-WAY 224.69 FEET TO THE POINT OF BEGINNING; CONTAINING 0.14 ACRES MORE OR LESS. SUBJECT TO ANY AND ALL ENCUMBRANCES AND RIGHTS RECORDED OR UNRECORDED.

A PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 22 NORTH, RANGE 21 WEST, TANEY COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER BLOCK 30, ACACIA CLUB GROUNDS; THENCE NORTH 60 DEGREES 03 MINUTES 27 SECONDS EAST 30.34 FEET; THENCE SOUTH 38 DEGREES 30 MINUTES 00 SECONDS EAST 99.53 FEET; THENCE NORTH 57 DEGREES 19 MINUTES 46 SECONDS EAST 305.01 FEET; THENCE ALONG A 375.00 FOOT RADIUS CURVE TO THE RIGHT AND SAID RIGHT-OF-WAY 41.66 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 76 DEGREES 52 MINUTES 36 SECONDS EAST AND A CHORD DIMENSION OF 41.63 FEET; THENCE SOUTH 57 DEGREES 19 MINUTES 46 SECONDS WEST 330.99 FEET; THENCE NORTH 38 DEGREES 30 MINUTES 00 SECONDS WEST 30.00 FEET; THENCE SOUTH 58 DEGREES 20 MINUTES 30 SECONDS WEST 30.32 FEET; THENCE NORTH 38 DEGREES 26 MINUTES 32 SECONDS WEST 100.43 FEET TO THE POINT OF BEGINNING; CONTAINING 0.29 ACRES MORE OR LESS. SUBJECT TO ANY AND ALL ENCUMBRANCES AND RIGHTS RECORDED OR UNRECORDED.

A PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 22 NORTH, RANGE 21 WEST, TANEY COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER BLOCK 28, ACACIA CLUB GROUNDS; THENCE NORTH 38 DEGREES 30 MINUTES 00 SECONDS WEST 30.00 FEET; THENCE NORTH 57 DEGREES 19 MINUTES 46 SECONDS EAST 389.05 FEET; THENCE SOUTH 65 DEGREES 17 MINUTES 58 SECONDS EAST 35.44 FEET; THENCE SOUTH 57 DEGREES 19 MINUTES 46 SECONDS

WEST 405.11 FEET TO THE POINT OF BEGINNING; CONTAINING 0.27 ACRES MORE OR LESS. SUBJECT TO ANY AND ALL ENCUMBRANCES AND RIGHTS RECORDED OR UNRECORDED.

The Taney County Commission further declares and orders that this Order shall be recorded in the office of the Taney County, Missouri, Recorder of Deeds, at the cost of the Petitioner.

*Mike Scofield*  
Mike Scofield, Presiding Commissioner

*Brandon Williams*  
Brandon Williams, Western Commissioner

*Sheila Wyatt*  
Sheila Wyatt, Eastern Commissioner

ATTEST

On this 2nd day of April, 2018, before me personally appeared Mike Scofield, Presiding Commissioner, Brandon Williams, Western District Commissioner, Sheila Wyatt, Eastern District Commissioner, and said Commissioners acknowledged this instrument to be the free act and deed of and on behalf of the Taney County Commission.

I, Donna Neeley, Clerk of the Taney County Commission, do hereby certify that the above and foregoing is a true and accurate record of the Order to Vacate Portions of Streets in Ozark Acacia Club Grounds, made and entered by the Taney County Commission on this 2nd day of April 2018.

*Donna Neeley*  
Donna Neeley  
Clerk of the Taney County Commission

# Exhibit I

BEFORE THE COUNTY COMMISSION OF TANEY COUNTY, MISSOURI

IN THE MATTER OF:

Vacation of Portions of Essex, Berkshire, Lowell and Other Unnamed Platted Streets, Located in Ozark Acacia Club Grounds, Section 18, Township 22 North, Range 21 West, More Fully Described in Legal Description and Survey Attached as Exhibits A and B.

PETITION TO VACATE PORTIONS OF STREETS IN OZARK ACACIA CLUB GROUNDS

COMES NOW The School of the Ozarks, a Missouri non-profit corporation, a/k/a College of the Ozarks (the "College"), which is authorized to transact business in the State of Missouri, and, along with the undersigned residents of Oliver Township (together, the "Petitioners"), state to the Commission the following in support of this Petition to Vacate Portions of Streets in Ozark Acacia Club Grounds (the "Petition"):

1. The College is the owner of the real estate lying on both sides of and fronting those portions of the streets proposed herein to be vacated, said real estate being located in Oliver Township, Taney County, Missouri.
2. Attached to this Petition as Exhibit A and incorporated by reference are the legal descriptions for those portions of Essex, Berkshire, Lowell and other unnamed but platted streets located in Ozark Acacia Club Grounds, Section 18, Township 22 North, Range 21 West (together, the "Streets"), which Petitioners propose should be vacated.

3. Attached to this Petition as Exhibit B and incorporated by reference is a survey map of the Streets (shown in red), which Petitioners propose should be vacated.

4. The Streets were designated on the recorded plat of Ozark Acacia Club Grounds and, therefore, this matter presumably falls under Mo. Rev. Stat. § 71.270. However, because there is evidence that some of the Streets may have been used by the general public through the years and that the County may have provided maintenance to some of the Streets (or some part of the Streets), the College has sought and will seek to comply with the requirements of this statute and Mo. Rev. Stat. § 228.110.

5. As previously stated, the College owns all property lying on both sides of and fronting the Streets to be vacated.

6. All of the undersigned Petitioners state that the Streets at issue are useless and that repairing and maintaining the same presents an unreasonable burden upon Oliver Township and the County.

7. Petitioners state that they desire to have the Streets vacated and that vacating the Streets will not be detrimental to any other party.

WHEREFORE, Petitioners pray the Commission to enter an Order vacating the above-described Streets and for such other and further relief as the Commission deems appropriate.

*Charles F. Hughes*  
Charles F. Hughes, Vice President,  
Treasurer & CFO  
THE SCHOOL OF THE OZARKS, A  
MISSOURI NON-PROFIT CORPORATION,  
A/K/A COLLEGE OF THE OZARKS

*Michael Bridges*  
Michael Bridges  
HUSCH BLACKWELL LLP  
901 St. Louis St., Suite 1800  
Springfield, MO 65806  
417-268-4053; 417-268-4040 (fax)  
michael.bridges@huschblackwell.com  
ATTORNEY FOR COLLEGE OF THE OZARKS

We, the undersigned citizens of Taney County, being duly qualified and competent residents of Oliver Township, respectfully represent and aver that those portions of Essex, Berkshire, Lowell and other unnamed but platted streets, located in Ozark Acacia Club Grounds and more fully described in the foregoing Petition and the Legal Description and Survey Map attached hereto Exhibits A and B, being situated in Oliver Township, Taney County, Missouri, are now useless, and the repairing and maintenance of the same would impose an unreasonable burden upon Oliver Township and the County.

<i>Mary David</i> Print Name Signature	<i>Mary David</i> Signature	907 Kings Ave Hollister MO 65722 Address
<i>Joe Rasnick</i> Print Name Signature	<i>Joe Rasnick</i> Signature	229 RAIBRELIFF HOLLISTER, MO. 65722 Address
<i>JEFF HOLDER</i> Print Name Signature	<i>Jeff Holder</i> Signature	P.O. Box 1217 Point Lookout MO 65726 Address
<i>ERIC SWANSON</i> Print Name Signature	<i>Eric Swanson</i> Signature	347 HARBURY LN. HOLLISTER MO. 65722 Address
<i>Don Keilath</i> Print Name Signature	<i>Don Keilath</i> Signature	2022 Ridge Road Springfield MO 65720 Address
<i>Kurt S. McDonald</i> Print Name Signature	<i>Kurt S. McDonald</i> Signature	323 RAIBRELIFF Rd. HOLLISTER, MO. 65722 Address
<i>MARION SWANSON</i> Print Name Signature	<i>Marion Swanson</i> Signature	274 CUNYER DR. POINT LOOKOUT, MO 65726 Address
<i>Nick Sharp</i> Print Name Signature	<i>Nick Sharp</i> Signature	627 Olive Farm Rd Point Lookout, MO 65726 Address
<i>HOWARD KESTER</i> Print Name Signature	<i>Howard Kester</i> Signature	Point Lookout, MO 65726 Address
<i>Natalie Rasnick</i> Print Name Signature	<i>Natalie Rasnick</i> Signature	972 Old Main Entrance Rd. Point Lookout, MO 65726 Address



Sue R. Head      *[Signature]*      427 Dufarm Road Pitts Lookout, MO 64774  
 Print Name      Signature      Address

Jerry F. McDonald      *[Signature]*      303 S. Lincoln St. Halls, MO  
 Print Name      Signature      Address

Print Name      Signature      Address

Print Name      Signature      Address

Print Name      Signature      Address

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Print Name      Signature      Address

I, Charles F. Hughes, Vice President, Treasurer & CFO, certify that the signatures above were obtained by and for The School of the Ozarks, a Missouri non-profit corporation, a/k/a College of the Ozarks, for the purpose stated in the attached Petition; and that I can be reached at College of the Ozarks, P.O. Box 17, Pitts Lookout, MO 65726 or at 417-690-2211.

Signed: *[Signature]*      Date: 11/7/12

# EXHIBIT A

## LEGAL DESCRIPTION

**LEGAL DESCRIPTION OF PORTIONS OF STREETS TO BE VACATED**

A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 22 NORTH, RANGE 21 WEST, TANEY COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER LOT 1, BLOCK 36, ACACIA CLUB GROUNDS; THENCE SOUTH 22 DEGREES 18 MINUTES 16 SECONDS EAST ALONG SAID RIGHT-OF-WAY 101.52 FEET; THENCE SOUTH 67 DEGREES 25 MINUTES 24 SECONDS WEST ALONG SAID RIGHT-OF-WAY 30.53 FEET; THENCE SOUTH 22 DEGREES 53 MINUTES 21 SECONDS EAST ALONG SAID RIGHT-OF-WAY 30.00 FEET; THENCE SOUTH 67 DEGREES 04 MINUTES 09 SECONDS WEST ALONG SAID RIGHT-OF-WAY 190.66 FEET; THENCE NORTH 79 DEGREES 06 MINUTES 24 SECONDS WEST ALONG SAID RIGHT-OF-WAY 55.12 FEET; THENCE NORTH 66 DEGREES 55 MINUTES 27 SECONDS EAST ALONG SAID RIGHT-OF-WAY 36.88 FEET; THENCE NORTH 66 DEGREES 53 MINUTES 28 SECONDS EAST ALONG SAID RIGHT-OF-WAY 49.99 FEET; THENCE NORTH 67 DEGREES 25 MINUTES 28 SECONDS EAST ALONG SAID RIGHT-OF-WAY 149.61 FEET; THENCE NORTH 22 DEGREES 00 MINUTES 03 SECONDS WEST ALONG SAID RIGHT-OF-WAY 101.24 FEET; THENCE NORTH 66 DEGREES 53 MINUTES 57 SECONDS EAST ALONG SAID RIGHT-OF-WAY 30.00 FEET TO THE POINT OF BEGINNING; CONTAINING 0.22 ACRES MORE OR LESS. SUBJECT TO ANY AND ALL ENCUMBRANCES AND RIGHTS RECORDED OR UNRECORDED.

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POINT OF BEGINNING; CONTAINING 0.01 ACRES MORE OR LESS. SUBJECT TO ANY AND ALL ENCUMBRANCES AND RIGHTS RECORDED OR UNRECORDED.

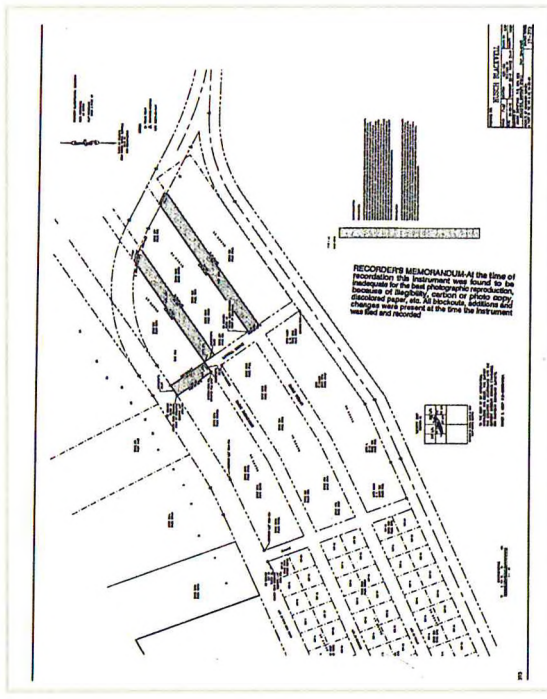
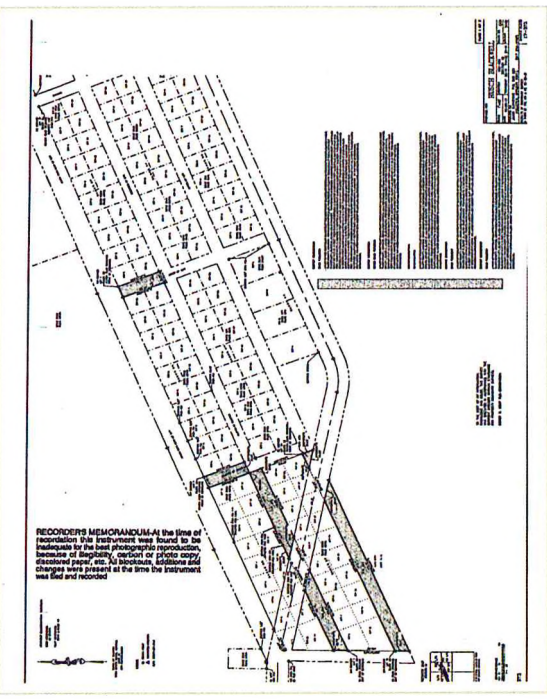
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A PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 22 NORTH, RANGE 21 WEST, TANEY COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER BLOCK 21, ACACIA CLUB GROUNDS; THENCE NORTH 38 DEGREES 30 MINUTES 00 SECONDS WEST 30.00 FEET; THENCE NORTH 57 DEGREES 19 MINUTES 46 SECONDS EAST 389.05 FEET; THENCE SOUTH 65 DEGREES 17 MINUTES 58 SECONDS EAST 35.44 FEET; THENCE SOUTH 57 DEGREES 19 MINUTES 46 SECONDS WEST 405.11 FEET TO THE POINT OF BEGINNING; CONTAINING 0.27 ACRES MORE OR LESS. SUBJECT TO ANY AND ALL ENCUMBRANCES AND RIGHTS RECORDED OR UNRECORDED.

# EXHIBIT B

## SURVEY MAP





Commissioner Williams moved to approve the proposed order to vacate portions of streets in Ozark Acacia Club Grounds as presented in Exhibit A. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**Acacia Club Road**

Mr. Bridges also presented to the commission a petition to vacate parts of Acacia Club Road.

Presiding Commission Scofield read a letter dated March 30<sup>th</sup>, 2018 from Travis Elliott, along with Randy Haes who have both read the petition for parts of the Acacia Club Road and they stated it can be vacated when they have an easement from the college which Mr. Bridges provided during the meeting.

Discussion ensued.

BEFORE THE COUNTY COMMISSION OF TANEY COUNTY, MISSOURI

IN THE MATTER OF:

Vacation of Part of Acacia Club Road  
Located in Section 18, Township 22  
North, Range 21 West.

**ORDER TO VACATE PART OF ACACIA CLUB ROAD**

NOW ON THIS DATE, the County Commission of Taney County, Missouri, takes up and considers the Petition to Vacate Part of Acacia Club Road (the "Petition"), filed and presented by The School of the Ozarks, a Missouri non-profit corporation, a/k/a College of the Ozarks ("Petitioner"). A true and correct copy of the Petition is attached hereto as Exhibit 1.

The County Commission finds that the Petition complies with the requirements of § 228.110, RSMo.; that notice of the Petition required under § 228.110, RSMo. has been proved; that no remonstrance to the proposed vacation of the roadway described and shown in the Petition (the "Roadway") has been filed; that the Roadway is useless to the County, and repairing and maintaining the same presents an unreasonable burden upon the County and Oliver Township, where it is located; and that it is in the public interest of the County to vacate said Roadway.

NOW, THEREFORE, under § 228.110, RSMo., the Taney County Commission hereby grants the Petition to Vacate Part of Acacia Club Road and declares that the Roadway described in the Petition is vacated, subject to the execution and recording of the Access Easement, attached hereto as Exhibit 2; to-wit:

A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 22 NORTH, RANGE 21 WEST, TANEY COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER LOT 10, BLOCK 33, ACACIA CLUB GROUNDS; THENCE SOUTH 67 DEGREES 51 MINUTES 35 SECONDS WEST ALONG SAID RIGHT-OF-WAY 499.44 FEET; THENCE SOUTH 67 DEGREES 51 MINUTES 35 SECONDS WEST ALONG SAID RIGHT-OF-WAY 30.00 FEET; THENCE SOUTH 67 DEGREES 51 MINUTES 35 SECONDS WEST ALONG SAID RIGHT-OF-WAY 349.58 FEET; THENCE SOUTH 67 DEGREES 58 MINUTES 54 SECONDS WEST ALONG SAID RIGHT-OF-WAY 49.84 FEET; THENCE SOUTH 68 DEGREES 11 MINUTES 09 SECONDS WEST ALONG SAID RIGHT-OF-WAY 49.60 FEET; THENCE SOUTH 67 DEGREES 32 MINUTES 02 SECONDS WEST ALONG SAID RIGHT-OF-WAY 50.28 FEET; THENCE SOUTH 66 DEGREES 53 MINUTES 57 SECONDS WEST ALONG

SAID RIGHT-OF-WAY 180.08 FEET; THENCE SOUTH 67 DEGREES 36 MINUTES 07 SECONDS WEST ALONG SAID RIGHT-OF-WAY 240.79 FEET; THENCE NORTH 79 DEGREES 06 MINUTES 24 SECONDS WEST ALONG SAID RIGHT-OF-WAY 87.05 FEET; THENCE NORTH 89 DEGREES 17 MINUTES 52 SECONDS EAST ALONG SAID RIGHT-OF-WAY 4.41 FEET; THENCE NORTH 61 DEGREES 28 MINUTES 34 SECONDS EAST ALONG SAID RIGHT-OF-WAY 32.60 FEET; THENCE NORTH 66 DEGREES 49 MINUTES 12 SECONDS EAST ALONG SAID RIGHT-OF-WAY 276.27 FEET; THENCE NORTH 67 DEGREES 02 MINUTES 18 SECONDS EAST ALONG SAID RIGHT-OF-WAY 230.91 FEET; THENCE NORTH 67 DEGREES 54 MINUTES 22 SECONDS EAST ALONG SAID RIGHT-OF-WAY 479.30 FEET; THENCE NORTH 67 DEGREES 51 MINUTES 35 SECONDS EAST ALONG SAID RIGHT-OF-WAY 649.95 FEET; THENCE NORTH 66 DEGREES 12 MINUTES 25 SECONDS EAST ALONG SAID RIGHT-OF-WAY 74.75 FEET; THENCE NORTH 60 DEGREES 04 MINUTES 09 SECONDS EAST ALONG SAID RIGHT-OF-WAY 275.27 FEET; THENCE NORTH 57 DEGREES 19 MINUTES 46 SECONDS EAST ALONG SAID RIGHT-OF-WAY 61.24 FEET; THENCE ALONG A 425.00 FOOT RADIUS CURVE TO THE RIGHT AND SAID RIGHT-OF-WAY 425.56 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 86 DEGREES 00 MINUTES 54 SECONDS EAST AND A CHORD DIMENSION OF 408.00 FEET; THENCE SOUTH 65 DEGREES 17 MINUTES 58 SECONDS EAST ALONG SAID RIGHT-OF-WAY 147.67 FEET; THENCE SOUTH 34 DEGREES 57 MINUTES 33 SECONDS EAST ALONG SAID RIGHT-OF-WAY 98.98 FEET; THENCE NORTH 65 DEGREES 17 MINUTES 58 SECONDS WEST ALONG SAID RIGHT-OF-WAY 233.09 FEET; THENCE ALONG A 375.00 FOOT RADIUS CURVE TO THE LEFT AND SAID RIGHT-OF-WAY 375.49 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 86 DEGREES 00 MINUTES 54 SECONDS WEST AND A CHORD DIMENSION OF 360.00 FEET; THENCE SOUTH 57 DEGREES 19 MINUTES 46 SECONDS WEST ALONG SAID RIGHT-OF-WAY 61.24 FEET; THENCE SOUTH 60 DEGREES 03 MINUTES 27 SECONDS WEST ALONG SAID RIGHT-OF-WAY 30.34 FEET; THENCE SOUTH 60 DEGREES 03 MINUTES 27 SECONDS WEST ALONG SAID RIGHT-OF-WAY 250.00 FEET; THENCE SOUTH 66 DEGREES 12 MINUTES 25 SECONDS WEST ALONG SAID RIGHT-OF-WAY 199.16 FEET; THENCE SOUTH 74 DEGREES 26 MINUTES 03 SECONDS WEST ALONG SAID RIGHT-OF-WAY 30.48 FEET TO THE POINT OF BEGINNING, CONTAINING 3.02 ACRES MORE OR LESS, SUBJECT TO ANY AND ALL ENCUMBRANCES AND RIGHTS RECORDED OR UNRECORDED.

The Taney County Commission further declares and orders that this Order shall be recorded in the office of the Taney County, Missouri, Recorder of Deeds at the cost of Petitioner.

*Mike Scofield*  
Mike Scofield, Presiding Commissioner

*Brandon Williams*  
Brandon Williams, Western Commissioner

*Sheila Wyatt*  
Sheila Wyatt, Eastern Commissioner

ATTEST

On this 3rd day of April, 2018, before me personally appeared Mike Scofield, Presiding Commissioner, Brandon Williams, Western District Commissioner, Sheila Wyatt, Eastern District Commissioner, and said Commissioners acknowledged this instrument to be the free act and deed of and on behalf of the Taney County Commission.

I, Donna Neeley, Clerk of the Taney County Commission, do hereby certify that the above and foregoing is a true and accurate record of the Order to Vacate Part of Acacia Club Road, made and entered by the Taney County Commission on this 3rd day of April 2018.

*Donna Neeley*  
Donna Neeley  
Clerk of the Taney County Commission

**Exhibit 1**

BEFORE THE COUNTY COMMISSION OF TANEY COUNTY, MISSOURI

IN THE MATTER OF:

Vacation of Part of Acacia Club Road  
Located in Section 18, Township 22  
North, Range 21 West, More Fully  
Described in Legal Description and  
Survey Attached as Exhibits A & B.

**PETITION TO VACATE PART OF ACACIA CLUB ROAD**

COMES NOW The School of the Ozarks, a Missouri non-profit corporation, a/k/a College of the Ozarks ("Petitioner"), which is authorized to transact business in the State of Missouri, and, along with twenty-two residents of Oliver Township who signed Exhibit C to this Petition to Vacate Part of Acacia Club Road (the "Petition"), states to the Commission the following:

- Attached to this Petition as Exhibit A and incorporated by reference is the legal description for that part of Acacia Club Road (the "Roadway"), which Petitioner proposes should be vacated.
- Attached to this Petition as Exhibit B and incorporated by reference is a two-page survey map depicting the Roadway (shown in blue), which Petitioner proposes should be vacated.
- Petitioner states that the Roadway is useless, and repairing and maintaining the same presents an unreasonable burden upon Oliver Township and the County.
- As required by Mo. Rev. Stat. § 228.110, attached to this Petition as Exhibit C and incorporated by reference are the signatures of at least twelve

residents of Oliver Township (where the Roadway is located), who by their signatures support this Petition for the vacation of the Roadway, declare the same to be useless, and state that repairing and maintaining the same presents an unreasonable burden upon Oliver Township and the County.

5. Petitioner states (a) that it desires to have the Roadway vacated and (b) that vacating the Roadway will not be detrimental to any other party.

WHEREFORE, Petitioner prays the Commission to enter an Order vacating of the above-described Roadway and for such other and further relief as the Commission deems appropriate.

THE SCHOOL OF THE OZARKS, A MISSOURI  
NON-PROFIT CORPORATION, A/K/A COLLEGE  
OF THE OZARKS

*J. Michael Bridges*  
J. Michael Bridges #41549

Husch Blackwell LLP  
901 St. Louis St., Suite 1800  
Springfield, MO 65806  
Telephone: 417-268-4053  
Facsimile: 417-268-4040  
[Michael.bridges@huschblackwell.com](mailto:Michael.bridges@huschblackwell.com)

ATTORNEYS FOR PETITIONER

# EXHIBIT A

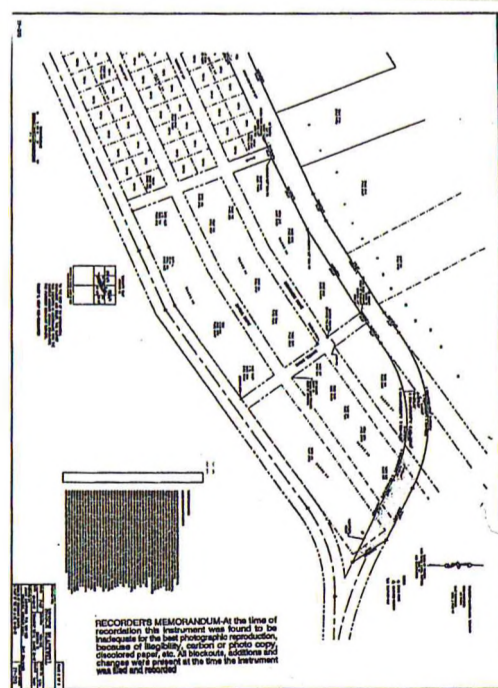
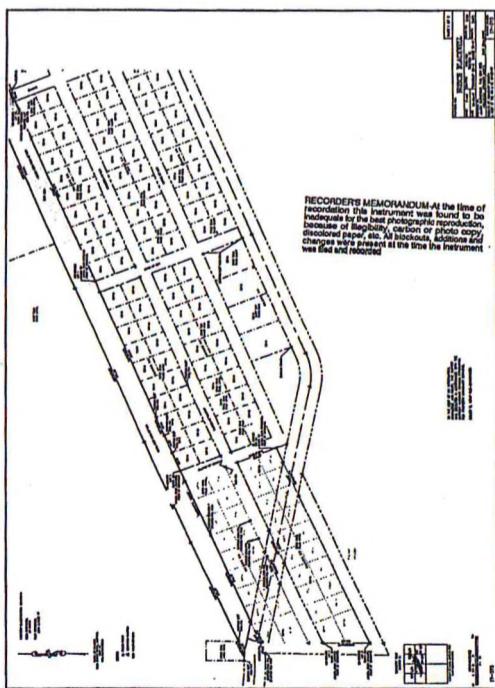
## DESCRIPTION

### LEGAL DESCRIPTION FOR PART OF ACACIA CLUB ROAD TO BE VACATED

A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 22 NORTH, RANGE 21 WEST, TANEY COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER LOT 10, BLOCK 33, ACACIA CLUB GROUNDS; THENCE SOUTH 67 DEGREES 51 MINUTES 35 SECONDS WEST ALONG SAID RIGHT-OF-WAY 499.44 FEET; THENCE SOUTH 67 DEGREES 51 MINUTES 35 SECONDS WEST ALONG SAID RIGHT-OF-WAY 30.00 FEET; THENCE SOUTH 67 DEGREES 51 MINUTES 35 SECONDS WEST ALONG SAID RIGHT-OF-WAY 349.58 FEET; THENCE SOUTH 67 DEGREES 58 MINUTES 54 SECONDS WEST ALONG SAID RIGHT-OF-WAY 49.44 FEET; THENCE SOUTH 68 DEGREES 11 MINUTES 09 SECONDS WEST ALONG SAID RIGHT-OF-WAY 49.60 FEET; THENCE SOUTH 67 DEGREES 32 MINUTES 02 SECONDS WEST ALONG SAID RIGHT-OF-WAY 50.28 FEET; THENCE SOUTH 66 DEGREES 53 MINUTES 37 SECONDS WEST ALONG SAID RIGHT-OF-WAY 180.08 FEET; THENCE SOUTH 67 DEGREES 36 MINUTES 07 SECONDS WEST ALONG SAID RIGHT-OF-WAY 240.79 FEET; THENCE NORTH 79 DEGREES 04 MINUTES 24 SECONDS WEST ALONG SAID RIGHT-OF-WAY 87.05 FEET; THENCE NORTH 89 DEGREES 17 MINUTES 52 SECONDS EAST ALONG SAID RIGHT-OF-WAY 4.41 FEET; THENCE NORTH 67 DEGREES 28 MINUTES 34 SECONDS EAST ALONG SAID RIGHT-OF-WAY 32.60 FEET; THENCE NORTH 66 DEGREES 49 MINUTES 12 SECONDS EAST ALONG SAID RIGHT-OF-WAY 276.27 FEET; THENCE NORTH 67 DEGREES 02 MINUTES 18 SECONDS EAST ALONG SAID RIGHT-OF-WAY 230.91 FEET; THENCE NORTH 67 DEGREES 54 MINUTES 22 SECONDS EAST ALONG SAID RIGHT-OF-WAY 479.30 FEET; THENCE NORTH 67 DEGREES 51 MINUTES 35 SECONDS EAST ALONG SAID RIGHT-OF-WAY 649.95 FEET; THENCE NORTH 66 DEGREES 12 MINUTES 25 SECONDS EAST ALONG SAID RIGHT-OF-WAY 74.75 FEET; THENCE NORTH 60 DEGREES 04 MINUTES 09 SECONDS EAST ALONG SAID RIGHT-OF-WAY 275.27 FEET; THENCE NORTH 57 DEGREES 19 MINUTES 46 SECONDS EAST ALONG SAID RIGHT-OF-WAY 61.24 FEET; THENCE ALONG A 425.00 FOOT RADIUS CURVE TO THE RIGHT AND SAID RIGHT-OF-WAY 425.56 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 86 DEGREES 00 MINUTES 54 SECONDS EAST AND A CHORD DIMENSION OF 408.00 FEET; THENCE SOUTH 65 DEGREES 17 MINUTES 51 SECONDS EAST ALONG SAID RIGHT-OF-WAY 147.67 FEET; THENCE SOUTH 34 DEGREES 57 MINUTES 33 SECONDS EAST ALONG SAID RIGHT-OF-WAY 98.98 FEET; THENCE NORTH 65 DEGREES 17 MINUTES 58 SECONDS WEST ALONG SAID RIGHT-OF-WAY 231.09 FEET; THENCE ALONG A 315.00 FOOT RADIUS CURVE TO THE LEFT AND SAID RIGHT-OF-WAY 315.49 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 86 DEGREES 00 MINUTES 54 SECONDS WEST AND A CHORD DIMENSION OF 360.00 FEET; THENCE SOUTH 57 DEGREES 19 MINUTES 46 SECONDS WEST ALONG SAID RIGHT-OF-WAY 61.24 FEET; THENCE SOUTH 60 DEGREES 03 MINUTES 27 SECONDS WEST ALONG SAID RIGHT-OF-WAY 30.34 FEET; THENCE SOUTH 60 DEGREES 03 MINUTES 27 SECONDS WEST ALONG SAID RIGHT-OF-WAY 250.00 FEET; THENCE SOUTH 66 DEGREES 12 MINUTES 25 SECONDS WEST ALONG SAID RIGHT-OF-WAY 199.16 FEET; THENCE SOUTH 74 DEGREES 24 MINUTES 01 SECONDS WEST ALONG SAID RIGHT-OF-WAY 30.48 FEET TO THE POINT OF BEGINNING, CONTAINING 3.02 ACRES MORE OR LESS, SUBJECT TO ANY AND ALL ENCUMBRANCES AND RIGHTS RECORDED OR UNRECORDED.

# EXHIBIT B

## SURVEY MAP





# EXHIBIT C

## SIGNATURES

We, the undersigned citizens of Taney County, being duly qualified and competent residents of Oliver Township, respectfully represent and aver that the part of Acacia Club Road, described and depicted in the attached Exhibits A and B, being situated in Oliver Township, Taney County, Missouri, are now useless, and the repairing and maintenance of the same would impose an unreasonable burden upon Oliver Township and the County.

<u>Mary Davis</u> Print Name	<u>Mary Davis</u> Signature	<u>248 Knox Ave. #1131r</u> Address
<u>Don Keillett</u> Print Name	<u>Don Keillett</u> Signature	<u>2022 Fitzpatrick Rd. Point Lookout</u> Address
<u>Coody Gray</u> Print Name	<u>Coody Gray</u> Signature	<u>195 Kinross Dr. Point Lookout</u> Address
<u>JEFF HOLDER</u> Print Name	<u>JEFF HOLDER</u> Signature	<u>152 First Dr. Point Lookout MO</u> Address
<u>ERIC SWANSON</u> Print Name	<u>ERIC SWANSON</u> Signature	<u>747 HARBURY LN. HULLSTER MO 65672</u> Address
<u>Frank Russell</u> Print Name	<u>Frank Russell</u> Signature	<u>557 Pleasant View dr. Point Lookout Mo. 65672</u> Address
<u>Kurt S. McDonald</u> Print Name	<u>Kurt S. McDonald</u> Signature	<u>733 Springfield Rd. Point Lookout, Mo. 65672</u> Address
<u>Jack Franks</u> Print Name	<u>Jack Franks</u> Signature	<u>675 Spring Lane, Hullster, MO 65672</u> Address
<u>Joe Rosnick</u> Print Name	<u>Joe Rosnick</u> Signature	<u>694 DRACULA Pt. Lookout, Mo. 65672</u> Address
<u>Sara Franks</u> Print Name	<u>Sara Franks</u> Signature	<u>615 ARBORIAN LANE, HULLSTER, MO 65672</u> Address
<u>DON CADILLAN</u> Print Name	<u>DON CADILLAN</u> Signature	<u>149 STATIONTON HULLSTER, MO 65672</u> Address
<u>Terry McDonald</u> Print Name	<u>Terry McDonald</u> Signature	<u>525 Birch Rd. Point Lookout, MO 65672</u> Address

I, Charles P. Hughes, Vice President & CFO, certify that the signatures above were obtained by and for The School of the Ozarks, a Missouri non-profit corporation, a/k/a College of the Ozarks, for the purpose stated in the attached Petition; and that I can be reached at College of the Ozarks, P.O. Box 17, Pt. Lookout, MO 65726 or at 417-690-2211.

Signed: Charles P. Hughes Date: 9/20/17

We, the undersigned citizens of Taney County, being duly qualified and competent residents of Oliver Township, respectfully represent and aver that the part of Acacia Club Road, described and depicted in the attached Exhibits A and B, being situated in Oliver Township, Taney County, Missouri, are now useless, and the repairing and maintenance of the same would impose an unreasonable burden upon Oliver Township and the County.

<u>Harold Ketter</u> Print Name	<u>Harold Ketter</u> Signature	<u>P.O. Box 1 Point Lookout MO 65726</u> Address
<u>Brandt J. Keeler</u> Print Name	<u>Brandt J. Keeler</u> Signature	<u>4148 Box 1 Point Lookout, Mo. 65726</u> Address
<u>Nick Sharp</u> Print Name	<u>Nick Sharp</u> Signature	<u>448 Old Farm Rd. Point Lookout, MO 65726</u> Address
<u>John Anderson</u> Print Name	<u>John Anderson</u> Signature	<u>P.O. Box 1779 Point Lookout MO 65726</u> Address
<u>Laura Schone</u> Print Name	<u>Laura Schone</u> Signature	<u>2122 Crown Hill Point Lookout, MO 65672</u> Address
<u>Carol S. Davidson</u> Print Name	<u>Carol S. Davidson</u> Signature	<u>332 Acacia Club Rd. Point Lookout, MO 65672</u> Address
<u>WILLIAM DAVENPORT</u> Print Name	<u>WILLIAM DAVENPORT</u> Signature	<u>1111 E. 11th St. Point Lookout, MO 65726</u> Address
<u>LAWRENCE A. ZOLL</u> Print Name	<u>LAWRENCE A. ZOLL</u> Signature	<u>456 SNOCKLEY RD. HULLSTER MO 65672</u> Address
<u>Debra K. Henderson</u> Print Name	<u>Debra K. Henderson</u> Signature	<u>154 River Point Rd #11 Hullster, MO 65672</u> Address
<u>MICHAEL R. SCHWARTZ</u> Print Name	<u>MICHAEL R. SCHWARTZ</u> Signature	<u>214 WINDY DRIVE, Point Lookout, MO 65726</u> Address

Print Name Signature Address

I, Charles P. Hughes, Vice President & CFO, certify that the signatures above were obtained by and for The School of the Ozarks, a Missouri non-profit corporation, a/k/a College of the Ozarks, for the purpose stated in the attached Petition; and that I can be reached at College of the Ozarks, P.O. Box 17, Pt. Lookout, MO 65726 or at 417-690-2211.

Signed: Charles P. Hughes Date: 9/20/17

# Exhibit 2

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Title of Document: Access Easement

Date of Document: 2018

Grantor: The School of the Ozarks, a Missouri non-profit corporation, a/k/a College of the Ozarks

Grantor's Address: College of the Ozarks  
c/o J. Michael Bridges  
901 St. Louis Street, Suite 1800  
Springfield, Missouri 65806

Grantee: George Stanley Fry and Jeanette F. Fry, Trustees of Revocable Trust Agreement of George Stanley Fry and Jeanette F. Fry dated December 29, 1992

Grantee's Address: P.O. Box 18  
Point Lookout, Missouri 67526

Legal Description: See Exhibits A and B

Return to: J. Michael Bridges  
Husch Blackwell, LLP  
901 St. Louis Street, Suite 1800  
Springfield, Missouri 65806

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Access Easement. In the event of a conflict between the provisions of the attached Access Easement and the provisions of this cover page, the attached Access Easement shall prevail and control.

### ACCESS EASEMENT

This Access Easement ("Easement") is granted by The School of the Ozarks, a Missouri non-profit corporation, a/k/a College of the Ozarks ("Grantor") for the benefit of George Stanley Fry and Jeanette F. Fry, Trustees of Revocable Trust Agreement of George Stanley Fry and Jeanette F. Fry dated December 29, 1992 ("Grantee") to be effective as of the Effective Date (defined below).

#### RECITALS:

- Grantee is the owner of that certain tract of land legally described on Exhibit A attached hereto and incorporated herein ("Grantee's Property").
- It is acknowledged and agreed that Grantor, as of the date of this Easement, has petitioned Taney County, Missouri (the "County") for the vacation of part of Acacia Club Road, which part includes the portion of Acacia Club Road that provides access to Grantee's Property.
- If the County enters an order vacating the requested part of Acacia Club Road, (i) Grantor shall be the owner of the real property legally described on Exhibit B attached hereto and incorporated herein (the "Easement Area"), which Easement Area is depicted on Exhibit C attached hereto and incorporated herein, except for that portion of Acacia Club Road which abuts Grantee's Property to the east of Acacia Club Road, and (ii) Grantor desires to establish and create this Easement so as to grant to Grantee the right to use the Easement Area for the purpose of ingress to and egress from Grantee's Property, and (iii) the date of such order vacating the requested part of Acacia Club Road shall be the "Effective Date" for all purposes hereunder.
- If the County declines to enter an order vacating the portion of Acacia Club Road that provides access to Grantee's Property, this Easement shall be null and void and of no further force or effect.

NOW, THEREFORE, for and in consideration of the covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby provides as follows:

- Easement. Grantor hereby grants and dedicates to Grantee, and its tenants, servants, visitors, licensees, and invitees, successors, and assigns ("Grantee") a non-exclusive right and easement for pedestrian and motor vehicle access on, over and across the Easement Area. The easement and other rights granted hereby are mutual and non-exclusive and are subject to use by others, including, but not limited to, Grantor and its successors and assigns.
- Maintenance, Repair and Replacement. Grantor shall be responsible for all maintenance and repairs to and replacements of the Easement Area as and when reasonably necessary to maintain the pavement thereof in a good condition reasonably suitable for vehicular traffic, which shall include, without limitation, resurfacing, resealing, snow and ice removal and general maintenance. Notwithstanding the foregoing, the Easement Area may be temporarily closed as deemed reasonably necessary by Grantor, including, without limitation, for the purpose of preventing the acquisition of public rights therein and to discourage public use; however, in no event shall Grantor prevent, restrict, or obstruct the free and uninterrupted use by Grantee under this easement.
- Use of Easement Area. Grantee shall not have the right to conduct any clearing, alteration, construction or development activities of any kind within the Easement Area and shall have no right to place or construct any structures, buildings or other improvements of any kind within the

Easement Area. Grantee shall not have the right to encumber any interest of Grantor in the Easement Area (including the granting of any mortgage), and shall have no right to create or permit to be created or to remain, any lien or charge upon the Easement Area by reason of any labor or materials furnished or claimed to have been furnished to Grantee.

4. **Relocation.** The Easement Area may be relocated by Grantor from time to time and at any time as long as such other location would provide reasonable access to and from Grantee's Property, and, in the event of any such relocation, Grantor shall execute and record an amendment to this Easement reflective of the same and granting Grantee rights to use the relocated Easement Area substantially similar to those set forth in this Easement.

5. **Binding: Runs with the Land.** This Easement shall inure to the benefit of Grantee and be binding upon Grantor and their respective successors or assigns. This Easement shall be deemed a covenant running with the title to Grantor's Property and Grantee's Property. Grantor agrees that the easement granted herein is to be held by Grantee and its successors and assigns appurtenant to Grantee's Property.

6. **Governing Law.** This Easement shall be construed and interpreted in accordance with, and governed by, the laws of the State of Missouri.

7. **Modification.** Except with respect to relocation of the Easement Area as set forth in Section 4 above, this Easement may be modified or amended only upon execution and recording of a written instrument signed by both Grantor and Grantee or their respective successors or assigns.

8. **Severability.** The unenforceability of any provision set forth herein shall not affect any other provision. Whenever possible, each provision shall be interpreted in such a manner as to be valid under Missouri law. If any provision is deemed to be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions.

IN WITNESS WHEREOF, Grantor has executed this Easement on the \_\_\_\_ day of \_\_\_\_\_ 2018, to be effective as of the Effective Date.

GRANTOR:

THE SCHOOL OF THE OZARKS, A MISSOURI NON-PROFIT CORPORATION, a/k/a COLLEGE OF THE OZARKS

By: Charles F. Hughes, Vice President & CFO

STATE OF MISSOURI )  
COUNTY OF TANNEY ) ss.

On this \_\_\_\_ day of \_\_\_\_\_ 2018, before me appeared Charles F. Hughes, Vice President and Chief Financial Officer, to me personally known, who, being by me duly sworn did say that he is the Vice President and Chief Financial Officer of The School of the Ozarks, a Missouri non-profit corporation, a/k/a College of the Ozarks, and that the foregoing instrument was signed and by him on behalf of and as the free act and deed of said corporation.

IN WITNESS 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.

Notary Public

EXHIBIT A

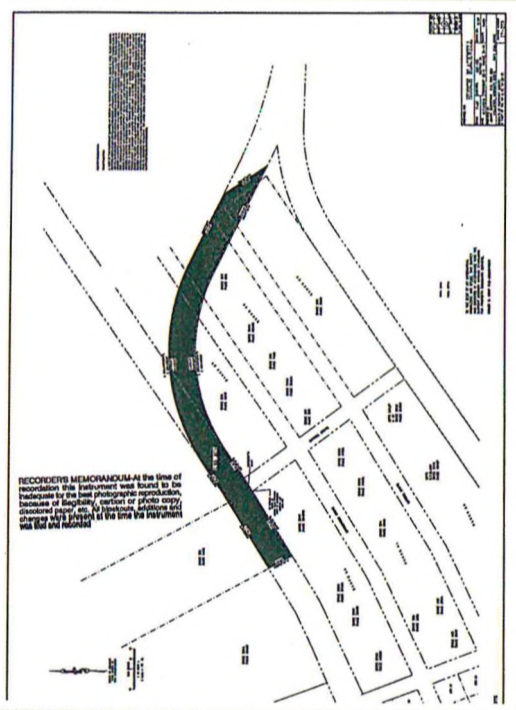
Grantee's Property

All of Lots 9, 10 and 11 in Block 45 in Acacia Club Grounds Subdivision, Taney County, Missouri, as per the recorded plat thereof.

EXHIBIT B  
Legal Description of Easement Area

A PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 23 NORTH, RANGE 21 WEST, TANNEY COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER BLOCK 30, ACACIA CLUB GOLF COURSE; THENCE SOUTH 60 DEGREES 01 MINUTES 37 SECONDS WEST 147.31 FEET; THENCE NORTH 30 DEGREES 36 MINUTES 32 SECONDS WEST 49.83 FEET; THENCE NORTH 38 DEGREES 34 MINUTES 43 SECONDS EAST 176.13 FEET; THENCE NORTH 57 DEGREES 23 MINUTES 21 SECONDS EAST 46.27 FEET; THENCE ALONG A 432.00 FOOT RADIUS CURVE TO THE RIGHT AND SAID RIGHT-OF-WAY 423.36 FEET, SAID CURVE HAVING A CHORD DIMENSION OF NORTH 86 DEGREES 00 MINUTES 54 SECONDS EAST AND A CHORD DIMENSION OF 468.00 FEET; THENCE SOUTH 65 DEGREES 17 MINUTES 38 SECONDS EAST 147.67 FEET; THENCE SOUTH 34 DEGREES 57 MINUTES 33 SECONDS EAST 98.98 FEET; THENCE NORTH 83 DEGREES 17 MINUTES 38 SECONDS WEST 233.09 FEET; THENCE ALONG A 333.00 FOOT RADIUS CURVE TO THE LEFT AND SAID RIGHT-OF-WAY 339.49 FEET, SAID CURVE HAVING A CHORD DIMENSION OF SOUTH 86 DEGREES 00 MINUTES 54 SECONDS WEST AND A CHORD DIMENSION OF 366.00 FEET; THENCE SOUTH 57 DEGREES 19 MINUTES 44 SECONDS WEST 61.24 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 37 SECONDS WEST 30.34 FEET TO THE POINT OF BEGINNING CONTAINING 0.03 ACRES MORE OR LESS, SUBJECT TO ANY AND ALL ENCUMBRANCES AND OTHER RECORDS OR UNRECORDED.

EXHIBIT C  
Definition of Easement Area  
(follows this cover page)



Commissioner Williams moved to enter into record Exhibit B (second order) dated April 2<sup>nd</sup>, 2018. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to enter into record Exhibit C (revised proposed order) & D (easement) dated April 2<sup>nd</sup>, 2018. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Presiding Commissioner Scofield asked the audience if there were any objections and no one spoke.

Commissioner Williams moved to approve the proposed order to vacate part of Acacia Club Road as presented in Exhibit C. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**APPROVE ACCOUNTS PAYABLE**

Commissioner Williams moved to approve Checks #449123 thru #449203, No Warrants, and no journal entries or transfers. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).



**APPROVAL OF PREVIOUS MEETING MINUTES**

Commissioner Williams moved to approve Previous Meeting Minutes dated March 26<sup>th</sup>, 2018 with corrections. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve Executive Session Minutes March 26<sup>th</sup>, 2018 with corrections. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve Previous Meeting Minutes dated March 28<sup>th</sup>, 2018. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve Executive Session Minutes dated March 28<sup>th</sup>, 2018. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**APPROVAL OF PAYROLL**

Commissioner Williams moved to Approve Payroll. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**TANEY COUNTY COLLECTOR'S ANNUAL SETTLEMENT**

Mona Cope, Taney County Collector, and Donna Neeley, Taney County Clerk, came before the Commission to present the Collector's Annual Settlement according to RSMO 139.160, 139.190, and 52.361. Mrs. Cope also wanted to submit the delinquent list which is known as the back tax book RSMO 52.361.

Commissioner Wyatt made a motion to enter into record the delinquent list as presented per RSMO 139.140. Commissioner Williams seconded with discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Wyatt made a motion that the County Commission cause the Collector's Annual Settlement to be entered into record per statute. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Mrs. Neeley stated that the Collector and the Clerk both match on their numbers for the settlement and balanced.

Commissioner Williams moved to enter into record Form 1313 as presented by the County Clerk. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**FILL DIRT AGREEMENT – BRADLEYVILLE NAZARENE CHURCH**

**FILL DIRT AGREEMENT**

COMES NOW the Taney County Commission on behalf of Taney County, Missouri, (hereinafter "Taney County") and enters into this agreement with Bradleyville Nazarene Church (hereinafter Owner), regarding the dumping of dirt fill on Owner's property, and the particulars of the agreement are as follows:

**WITNESSETH:**

WHEREAS, Taney County, Missouri's Road and Bridge Department would benefit from a location near ongoing construction to dump excess and unneeded fill dirt; and,

WHEREAS, having said location would save Taney County's Road and Bridge Department a considerable amount in hauling costs; and

WHEREAS, Owner will benefit from having needed fill dirt dumped on Owner's property;

**NOW THEREFORE IT IS AGREED AND COVENANTED BETWEEN THE PARTIES AS FOLLOWS:**

**General Provisions.**

Taney County, as the need arises, is granted permission by Owner to dump fill dirt upon locations on Owner's property that Owner has previously designated to receive such material.

**Term and Notice.**

The term of this agreement shall commence upon the first date upon which all parties have signed this agreement and shall continue until terminated by one party or the other.

**Hold Harmless**

Owner agrees that it will hold Taney County, its employees, representatives, heirs and assigns harmless from any claims arising from or relating to this agreement except for any gross negligence.

If 3 loads or less needs approval of Road & Bridge Assistant Administrator only.

Randy Haas  
Randy Haas, Taney County Highway Administrator

3-27-18  
Date:

**IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATE SET FORTH BELOW.**

**OWNER**

Bradleyville Nazarene Church  
Owner's Name

11-2018 N. St. Hwy 125  
Owner's Address

Phone Number: (417) 251-1663 - secretary's number: Misty Sims

Date: 3-26-18

**TANEY COUNTY, MISSOURI**

Mike Scofield  
Mike Scofield, Presiding Commissioner  
Taney County Commission

Date: 4/2/18

**ATTEST**

The Taney County Clerk, Donna Neeley hereby attests that the Presiding Commissioner of the Taney County Commission, Mike Scofield, signed this agreement on behalf of the Taney County Commission pursuant to a previously passed motion of the Taney County Commission.

Donna Neeley  
Donna Neeley, Taney County Clerk

Date: 4/2/18

**Auditor's Certification**

The undersigned, as Budget Officer for the County of Taney, certifies that there is a balance otherwise unencumbered in the county treasury to the credit of the appropriation to which the financial obligation imposed upon the county by this agreement is to be charged, and there is a cash balance otherwise unencumbered in the county treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation incurred. Section 50.530(1) & Section 50.660 RSMo.

Rick Flindley  
Rick Flindley, Taney County Auditor

Date: 4/2/18



Commissioner Williams moved to approve the Fill Dirt Agreement by and between Taney County and Bradleyville Nazarene Church. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**FILL DIRT AGREEMENT – MIKE TUCKER**

**FILL DIRT AGREEMENT**

COMES NOW the Taney County Commission on behalf of Taney County, Missouri, (hereinafter "Taney County") and enters into this agreement with MIKE TUCKER (hereinafter Owner), regarding the dumping of dirt fill on Owner's property, and the particulars of the agreement are as follows:

**WITNESSETH:**

WHEREAS, Taney County, Missouri's Road and Bridge Department would benefit from a location near ongoing construction to dump excess and unneeded fill dirt; and,

WHEREAS, having said location would save Taney County's Road and Bridge Department a considerable amount in hauling costs; and

WHEREAS, Owner will benefit from having needed fill dirt dumped on Owner's property;

**NOW THEREFORE IT IS AGREED AND COVENANTED BETWEEN THE PARTIES AS FOLLOWS:**

**General Provisions.**

Taney County, as the need arises, is granted permission by Owner to dump fill dirt upon locations on Owner's property that Owner has previously designated to receive such material.

**Term and Notice.**

The term of this agreement shall commence upon the first date upon which all parties have signed this agreement and shall continue until terminated by one party or the other.

**Hold Harmless**

Owner agrees that it will hold Taney County, its employees, representatives, heirs and assigns harmless from any claims arising from or relating to this agreement except for any gross negligence.

If 3 loads or less needs approval of Road & Bridge Assistant Administrator only.

Randy Haes  
Randy Haes, Taney County Highway Administrator

3-22-18  
Date:

**IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATE SET FORTH BELOW.**

**OWNER**

Mike Tucker  
Owner's Name

220 N. Main Street, Bradleyville, MO  
Owner's Address

Phone Number: 417-414-5411

Date: 3/22/18

**TANEY COUNTY, MISSOURI**

Mike Scofield  
Mike Scofield, Presiding Commissioner  
Taney County Commission

Date: 4/2/18

**ATTEST**

The Taney County Clerk, Donna Neeley hereby attests that the Presiding Commissioner of the Taney County Commission, Mike Scofield, signed this agreement on behalf of the Taney County Commission pursuant to a previously passed motion of the Taney County Commission.

Donna Neeley  
Donna Neeley, Taney County Clerk

Date: 4/2/18

**Auditor's Certification**

The undersigned, as Budget Officer for the County of Taney, certifies that there is a balance otherwise unencumbered in the county treasury to the credit of the appropriation to which the financial obligation imposed upon the county by this agreement is to be charged, and there is a cash balance otherwise unencumbered in the county treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation incurred. Section 50.510(1) & Section 50.660 RSMo.

Rick Findley  
Rick Findley, Taney County Auditor

Date: 4/2/18

Commissioner Williams moved to approve the Fill Dirt Agreement by and between Taney County and Mike Tucker. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**ANIMAL CONTROL JURISDICTIONAL AGREEMENT – VILLAGE OF BULL CREEK #18-002AC**

**AGREEMENT**  
(Animal Control)

THIS AGREEMENT, made and entered into on this 22nd day of April ("Effective Date"), by and between Taney County, Missouri ("County"), a county of the first classification, and the City of Bull Creek ("City"), a city of the Village classification.

**WITNESS:**

WHEREAS, the County owns and operates an animal control facility ("Facility") for the purpose of providing care for lost, stray, vicious, sick and injured animals and ("Animals"); and

WHEREAS, the County and City desire to enter into this Agreement to enable the City to utilize the Facility and the resources of the County for the temporary shelter and care of Animals; and

WHEREAS, the County and City desire to set forth the respective duties and responsibilities of the parties; and

WHEREAS, section 70.220, RSMo. permits political subdivisions to contract and cooperate with one another for the planning, development, construction, acquisition or operation of any public improvement or facility or common service; and

**NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:**

- Term.** The term of this Agreement shall be from the Effective Date to December 31, 2018, and shall automatically renew for additional one (1) year terms unless terminated by either of the parties.
- Covered Services.**
  - Care of Animals.** In consideration of the Intake Fee set forth in Schedule A, the County shall provide appropriate food, water, boarding, cleaning supplies and labor necessary in order to care for each Animal accepted by the Facility for the period of time set forth in Schedule A. The additional holding fee shall apply for any Animal housed longer than the holding period, as provided in Schedule A, at the option of the City. In the event the owner of an Animal is not located and the Animal is not claimed and redeemed, the County agrees to attempt to place each Animal for adoption or to provide a humane euthanasia.
  - Specified Vaccination of Animals.** Upon transportation and acceptance of an Animal by the Facility, the County shall vaccinate: (1) a canine Animal for parvo and upper respiratory/kennel cough; or (2) a feline Animal for leukemia and upper respiratory/kennel cough, pursuant to the Facility's Missouri Department of Agriculture License.

All Animals over the age of four (4) months that are transferred out of the Facility shall be vaccinated for rabies, or in the event the Animal is redeemed by the owner, the owner shall provide proof of the Animal's rabies vaccination. If the Animal is redeemed by the owner, and the owner is unable to provide proof of the Animal's rabies vaccination, the County shall charge the owner for the rabies vaccination ("Fee"), pursuant to the schedule of fees attached hereto and incorporated herein by reference as Schedule A. If the Animal is not claimed and redeemed by the owner, the City shall be responsible for payment of the Fee to the County.

- Redemption.** The County shall charge the Redemption Fee set forth in Schedule A for an owner of an Animal to claim and redeem the Animal from the custody of the Facility.
- Transfer to Rescue.** Upon the request of the City, the County shall transfer an Animal to rescue for the cost of the Rabies Vaccination set forth in Schedule A plus the actual cost of fuel and time to transport the Animal to a rescue facility, to be paid by the City.
- Adoption.** In the event the owner of an Animal is not located and the Animal is not claimed by the owner and redeemed, the County may adopt an Animal in the custody of the Facility in accordance with the County's policy on adoptions. The Adoption Fee set forth in Schedule A covers the cost of veterinary services, including rabies vaccination and microchipping, which shall be paid by the person adopting the Animal, to the County.

**3. Non-Covered Services.**

- Animal Pickup/Transportation.** The City shall be responsible for transporting Animals to the Facility with its personnel and at its own expense. The City shall be responsible for the custody, care and control of Animals picked up or delivered to the City outside of the Facility's regular business hours at the City's own facility. The City shall not be permitted to deliver Animals to the Facility outside the Facility's regular business hours.
- Sick and Injured Animals: Veterinarian Expenses.** The Facility will not accept any sick or injured Animals, subject to the sole and absolute discretion of the County. Sick and injured Animals should be transported to the City's designated veterinarian. The City shall be responsible for contracting with a veterinarian in order to provide necessary and appropriate veterinary care for any Animal in its custody, and the City shall be responsible for any and all costs associated with veterinarian care provided to Animals in the City's custody or control. If after the intake of the animal, the Facility has reason to believe an Animal is sick, in the discretion of the Facility, and is in need of veterinary care,

City shall be responsible for costs incurred in order to stabilize the wellness of the Animal.

c. **Stray Hold.** The Facility will hold stray animals at the request of the City, and the City shall be responsible for the fees incurred.

4. **Fees.** In consideration for the Services described in paragraph 2, the City shall pay to County the fees (each a "Fee") set forth in Schedule A, which is attached hereto and incorporated herein by reference.

5. **Invoices and Billing: Payment.** The City shall complete an invoice form requiring such information as is required by the County for each Animal presented to the Facility for acceptance. The County shall maintain a ledger of the date, time, species, and description of each Animal delivered to and accepted by the Facility. The County shall submit an invoice to the City on a monthly basis containing a description of the services provided by the County to the City under this Agreement. The City shall pay each invoice within 30 days of the date of the invoice.

6. **Termination.** This Agreement may be terminated by the County or City upon for any of the following reasons or under any of the following circumstances:

- Upon thirty (30) days advance written notice by either party;
- Due to a material breach of any term or condition of this agreement; or
- If appropriations are not made available and budgeted for any calendar year.

7. **Assignment.** This Agreement may not be assigned by either party without written consent by the other party.

8. **Notices.** All notices, demands and requests to be given hereunder by either party shall be in writing and must be sent by certified mail and shall be deemed properly given if tendered at the address set forth below or at such other address as either party shall designate by written notice to the other:

If to County: Taney County  
132 David Street / P.O. Box 1086  
Forsyth, Missouri 65653

If to City: *Village of Bull Creek*  
*188th State Hwy F*  
*Branson, MO 65614*

9. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their successors and assigns for so long as this Agreement remains in full force and effect.

10. **Amendments.** This Agreement may not be amended, altered, or modified except by an instrument in writing duly executed by the parties hereto.

11. **Severability.** If any provision of this Agreement or any application thereof is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions or any application thereof shall not be affected or impaired.

12. **Section Headings.** Section headings are for convenience only and shall have no legal effect or significance.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specifications or contractual agreement.

14. **Governing Law; Venue.** This Agreement shall be governed by the laws of the state of Missouri. Venue for any dispute arising out of the formation, interpretation, or claims regarding a breach of this Agreement shall be solely and exclusively in the Circuit Court of Taney County, Missouri.

15. **Authority.** The parties represent and warrant that all actions necessary in order to create a legal, valid, and binding agreement between the parties have been taken prior to execution of this Agreement.

(Remainder of Page Intentionally Blank – Signature Page Follows)

**Schedule A**

Description	Fee
Intake/Holding Fee	\$80.00 Per Animal – 7 Days
Additional Holding Fee	\$10.00 Per Day
Rabies Vaccination	\$30.00 Per Animal
Transfer Fee	\$0.37/mile
Adoption Fee	\$95.00 Per Animal
Euthanasia	\$35.00 Per Animal
Disposition/Disposal	\$22.00 Per Animal

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their representative officers or officials.

THE CITY OF *Bull Creek*

By: *Anna Fullmer*  
MAYOR

ATTEST:

*Heidi Anderson*  
CITY CLERK

TANEY COUNTY, MISSOURI

By: *Mike Scofield*  
MIKE SCOFIELD  
PRESIDING COMMISSIONER

ATTEST:

*Donna Neeley*  
DONNA NEELEY  
TANEY COUNTY CLERK

Commissioner Wyatt moved to approve the agreement by and between Taney County and Village of Bull Creek for the Animal Control Jurisdictional Agreement. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**ANIMAL CONTROL JURISDICTIONAL AGREEMENT – CITY OF BRANSON #18-002AC**

Commissioner Wyatt moved to table. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**PARK BOARD DISCUSSION**

Clint Hilliard and Olen Tate from the Park Board came before the Commission to get approval for future improvements which include:

- Project 1 - Mincy Park which includes a berm for flooding and remodeling of bathrooms
- Project 2 – Bulletin Boards for Parks
- Project 3 – General maintenance all on parks
- Project 4 – K Park has tables that need to be redone plus other general maintenance

Commissioner Williams moved to approve the Taney County Park Board Projects for 2018 as presented. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).



## ROAD PETITIONS

Devin Huff, Road & Bridge Assistant Administrator, and Denzil Brown came before the Commission to present the Road Petitions.

- Fishers Spring Rd, Grist Mill Rd, & Moberly Mill Rd

Commissioner Williams moved to bring into the County Road System Fishers Spring Rd, Grist Mill Rd, & Moberly Mill Rd. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

- Round Hill & Shadow Lake Dr

Commissioner Williams moved to deny Round Hill & Shadow Lake Dr Road Petitions. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

- Timber Ridge Circle

Commissioner Williams moved to table Timber Ridge Circle. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

- Hillcrest Dr

Commissioner Williams moved to enter into the Taney County Road System Hillcrest Dr. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

## BRANSON ADVENTURES REDEVELOPMENT PLAN – PROPOSAL REGARDING PLEDGE OF COUNTY SUPPLEMENTAL TIF REVENUE

A number of local business owners: Gail Myers, Dan Ruta, Billy Ong, plus Rick Findley, Taney County Auditor and Chuck Pennel, Taney County Assessor came before the Commission to express their concerns about the Branson Adventures Redevelopment Plan.

Discussion ensued

Presiding Commissioner Scofield made a motion to move to enter into negotiations for the pledge of the County Supplemental TIF Revenue with respect to the Branson Adventures TIF project in the event the City of Branson votes to approve the TIF plan and pledge the city supplemental TIF revenue. No seconds. Motion dies to lack of second.

## RECESS

10:47 a.m.

## RECONVENE

10:48 a.m.

Donna Neeley came before the commission to ask for a motion that the County has no intention of providing any supplemental TIF amounts so it is clear that the subject is done.

No motions were made.

## RECESS

10:50 a.m.

## RECONVENE

11:17 a.m.

## DAILY STAFF REVIEW & AGENDA REQUESTS

*(Taney County Commission Conference Room)*

The Commission met with their staff to review the day's business and go over agenda requests.

## ADJOURNMENT

Presiding Commissioner MA; Eastern Commissioner LG; Western Commissioner ta

Commissioner Williams moved to adjourn. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**ADJOURN**  
**11:37 a.m.**

*The Minutes were taken and typed by Deputy Clerk April Deal.*