



# City of Columbia

701 East Broadway, Columbia, Missouri 65201

Department Source: Parks and Recreation

To: City Council

From: City Manager & Staff

Council Meeting Date: March 7, 2016

Re: Property Acquisition for Expansion of Lake of the Woods Golf Course

## Executive Summary

The Department of Parks & Recreation is requesting an ordinance to approve the acquisition of 15.88 acres adjacent to Lake of the Woods Golf Course in order to construct a driving range and for the City Manager to execute the Real Estate Purchase and Sale Agreement. The property is owned by St. Charles Road Development, and staff has negotiated a selling price of \$20,000 per acre for a total purchase price of \$317,600. The land is undeveloped and was originally intended to be a 52 unit single family housing development. In addition to maintaining greenspace, staff estimates the driving range will generate additional revenue in the amount of \$35,000-\$40,000 per year. Funding is from the 2010 Park Sales Tax park land acquisition account, which after this acquisition and other obligations will have a balance of approximately \$940,000.

## Discussion

The *2013 Parks, Recreation and Open Space Master Plan* identifies the need to acquire land in order to expand the Lake of the Woods Golf Course (LOW) whenever property becomes available for purchase or donation. In most instances, the department relies on the owner of the specific property to make the initial contact, which was the situation with the lots owned by St. Charles Road Development, LLC represented by Mr. Rob Wolverton.

There are numerous benefits to this acquisition, including the following key points:

1. Land preservation. This originally was planned for single family development. This will create more natural areas adjacent to the existing neighborhood development. Park staff will begin an aggressive tree planting program in order to create a tree canopy buffer around the property.
2. Full service golf course. Of the two City's golf courses, LOW is a more challenging course than L. A. Nickell, but because there isn't a driving range, it doesn't get the number of rounds that is usually associated with full service golf course.
3. Revenue generation. Staff estimates that the driving range alone will generate additional revenue for the golf courses in the range of \$35,000-\$40,000 per year.
4. Clinics. Creates a second location for hosting any junior golf clinics/camps by the Parks and Recreation Department.
5. School use. Access to golf courses and driving ranges are limited for the area high school golf teams. The department receives numerous requests from the area high school golf teams wanting to use the driving range from 3:00-5:00 pm. This additional range will allow the department to accommodate more teams.



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6. Equity. L. A. Nickell Golf Course is located on the far west side of Columbia. This will establish a driving range for Columbia citizens living on the eastern side of Columbia.
7. Lessons. Golf course staff is limited in the amount of time lessons may be offered due to the desire to keep more driving range time open to the public. An additional driving range will allow staff to increase revenue opportunities by offering more youth and adult lessons.
8. Private tournaments. Staff will be able to market the driving range to private golf outings and tournaments. In the past, Columbia has lost tournaments due to organizers preferring to host their tournaments on courses that have a driving range.
9. Increased rounds. Golfers want to warm-up prior to playing and prefer to play on courses and in tournaments that have driving ranges. This will, hopefully, increase the number of golf participants at our private and public tournaments.

The department agrees that in order to minimize the impact on the adjacent residents, there will be no golf activities or driving range operations occurring after 10:00 pm. This restriction will be effective for a period of ten years from the effective date of the purchase contract. The department also agrees to construct a cart path from the golf course to Corey Drive and Armstrong Drive in Somerset Village. A gate that is designed, constructed and maintained by the City shall be erected at the intersection of Corey Drive and Armstrong Drive. This will allow Somerset residents access to the golf course whenever it is open for play. LOW golf staff will be responsible for opening/closing the gate. The property includes the option of a future road, pending development of the tract located to the west of the property.

The future construction of the driving range will be funded by the Golf Course Improvement Fund, which comes from a per-round fee collected from golfers and set aside for golf course improvements. The construction of the driving range is tentatively scheduled for Fiscal Year 2017, pending the approval process of the FY 2017 Capital Improvement Program.

The property was appraised by Moore & Shryock on July 9, 2015; and as shown on the attached appraisal summary, was valued at \$320,000.

Funding is from the 2010 Park Sales Tax. Due to economic concerns regarding revenue predictions for the 2015 Park Sales Tax, staff has adopted the policy of delaying park acquisition until the end of the ballot cycle. The 2010 Park Sales Tax officially ends March 31, 2016 and the 2015 Park Sales Tax revenue begins to collect starting April 1, 2016. This allows the department to make sure that the identified projects from the 2015 Park Sales Tax ballot are completed; and if the sales tax does not generate the revenue as predicted, it primarily impacts the amount of funds that are available for land acquisition. Following the acquisition of this property and other obligations, there will be a balance of approximately \$940,000 in the park land acquisition account for remaining high priority properties per Council direction.



## Fiscal Impact

Short-Term Impact: Purchase price of \$317,600, which is funded by the 2010 Park Sales Tax.  
Long-Term Impact: Once developed, the new driving range will provide additional revenue for the LOW Golf Course. Maintenance cost of the driving range more than be offset by the additional revenue it generates.

## Vision & Strategic Plan Impact

### Vision Impacts:

Primary Impact: Parks, Recreation & Greenways, Secondary Impact: Economic Development, Tertiary Impact: Community Facilities and Services

### Strategic Plan Impacts:

Primary Impact: Social Equity, Secondary Impact: Infrastructure, Tertiary Impact: Economy

### Comprehensive Plan Impacts:

Primary Impact: Environmental Management, Secondary Impact: Land Use & Growth Management, Tertiary Impact: Economic Development

## Legislative History

Date	Action
N/A	N/A

## Suggested Council Action

If the Council concurs that the acquisition of the described park land is appropriate, the ordinance should be approved authorizing the land acquisition to proceed and the City Manager to execute the Real Estate Purchase and Sale Agreement.

Introduced by \_\_\_\_\_

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

Ordinance No. \_\_\_\_\_

Council Bill No. B 48-16

**AN ORDINANCE**

authorizing a real estate purchase and sale agreement with St. Charles Road Development, LLC for the acquisition of 15.88 acres of land adjacent to the Lake of the Woods Golf Course; directing the City Clerk to have the agreement recorded; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a real estate purchase and sale agreement with St. Charles Road Development, LLC for the acquisition of 15.88 acres of land adjacent to the Lake of the Woods Golf Course. The form and content of the agreement shall be substantially in the same form as set forth in "Attachment A" attached hereto.

SECTION 2. The City Clerk is authorized and directed to have a certified copy of the agreement recorded in the office of the Boone County Recorder of Deeds.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor

## REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is entered into effective as of \_\_\_\_\_, 2016 (the “**Effective Date**”), by and between St. Charles Road Development, LLC (“**SCRD**”), a Missouri limited liability company, and the City of Columbia, Missouri (“**City**”).

1. Part Sale/Part Gift. Pursuant to the terms and subject to the conditions set forth herein, SCR D agrees to convey to City and City agrees to purchase and accept from SCR D, the land containing approximately 15.88 acres, more or less, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the “**Property**”). It is the intention of the parties that the conveyance of the Property contemplated by this Agreement shall be a part sale/part gift transaction.

2. Sale Portion: Price. City agrees to pay to SCR D the sum of Three Hundred Seventeen Thousand Six Hundred and 00/100 Dollars (\$317,600.00) (the “**Purchase Price**”) at Closing (defined below).

3. Gift Portion. SCR D shall be solely responsible for establishing the fair market value of the Property and calculating the value of the gift portion of the conveyance of the Property. City agrees to cooperate reasonably, in good faith, and to execute all such documents as SCR D may require so that SCR D may realize any tax benefits associated with the gift portion of the Property, including, but not limited to, Internal Revenue Service Form 8283. The parties agree and acknowledge that the City makes no representations regarding the fair market value of the Property.

4. Conveyance. SCR D shall convey to the City at the Closing good, valid, marketable, indefeasible, merchantable and insurable fee simple title to the Property by general warranty deed in customary recordable form reasonably acceptable to City, free and clear of any and all liens, claims, encumbrances, options, restrictions and adverse rights and interests whatsoever, save and except the exceptions specifically and expressly stated and listed as title exceptions on the Title Commitment referenced in Section 5 below which are not objected to or otherwise deemed approved or waived by City pursuant to Section 5 of this Agreement (the “**Permitted Exceptions**”); provided, City shall be deemed to have objected to any and all liens on the Property securing the payment of any indebtedness, to the end that in no event shall any such liens on the Property be treated as a Permitted Exception, and any and all such liens, if any, shall be fully paid and discharged by SCR D at or prior to the Closing.

5. Title Insurance.

(a) SCR D shall cooperate with the City in obtaining within fifteen (15) days following the Effective Date hereof a customary American Land Title Association (“**ALTA**”) Title Commitment for an ALTA title insurance policy describing the Land, naming City as the proposed named insured and showing as the policy amount the Purchase Price for the Property (collectively, the “**Title Commitment**”). The Title Commitment shall assure to the City that at the Closing a sound and reputable title insurance company reasonably acceptable to the City will issue to the City a customary ALTA owner’s policy of title insurance in a form and substance

reasonably acceptable to the City reflecting fee simple title to the Property in the name of the City and subject only to the Permitted Exceptions (the “**Title Insurance Policy**”). Any and all mortgage indebtedness liens encumbering all or any part of the Property shall be fully paid and discharged by SCR D at or prior to the Closing.

(b) Within fifteen (15) days after receipt by City of the Title Commitment (the “**Title Review Period**”), City shall notify SCR D in writing of any objections by City to the state of title to the Property (“**City's Title Objections**”). SCR D shall have a period of thirty (30) days after receipt by SCR D of City’s Title Objections to cure or satisfy such City's Title Objections. In the event the City's Title Objections are not cured to City's satisfaction within said period, City may, at its option, either (i) accept the status of the title to the Property and proceed with the Closing, subject to the other terms and conditions set forth herein, or (ii) terminate this Agreement by delivering written notice of such termination to SCR D prior to the Closing. To the extent City does not provide written notice to SCR D within the Title Review Period of City's objection to any exception specifically and expressly stated and listed as a title exception on the Title Commitment, such exception(s) not so objected to by City shall be deemed accepted by City as Permitted Exception(s) hereunder; provided, City shall be deemed to have objected to any and all mortgage indebtedness liens on the Property, to the end that in no event shall any such mortgage liens on the Property be treated a Permitted Exception, and any and all such mortgage liens, if any, shall be fully paid and discharged by SCR D at or prior to the Closing.

(c) The cost of the Title Commitment and owner's Title Insurance Policy, including all title abstracting and search costs and title policy premiums, shall be paid by City. The cost of any special endorsements requested by City, and the premium for any Title Insurance Policy for City's lender, if any, shall be paid by the City.

6. Warranties as to Environmental Condition of Property. SCR D warrants and represents that it is not aware of any environmental hazards associated with the Property. SCR D further warrants and represents that it is not aware of any investigation, proceeding, claim or enforcement action with respect to any environmental condition associated with the Property. Except for the foregoing representations and warranties set forth in this paragraph, SCR D makes to City absolutely no warranties, representations, promises or guarantees concerning any physical condition, quality or characteristic of the Property or any part or portion thereof, other than any warranties or representations of SCR D which are expressly and explicitly set forth in this paragraph. All other warranties and representations, expressed or implied, of any kind or nature whatsoever, with respect to any physical condition, quality or characteristic of, or the value or usability of the Property or any part thereof, are hereby expressly waived by City and are expressly disclaimed by SCR D.

7. Relationship to Development Agreement. The parties have previously agreed to and executed that certain Development Agreement for Somerset Village, which was recorded in the Real Property Records of Boone County, Missouri on or about April 7, 2015 at Book 4423, Page 41 (the “Development Agreement”). Pursuant to the Development Agreement, the parties agreed that:

1) SCR D would have an obligation to satisfy what is defined as “Owner’s Funding Obligation” in the Development Agreement;

2) The term “Owner’s Funding Obligation” would be calculated based on a Traffic Impact Study Fee schedule, attached as Exhibit B to the Development Agreement;

3) The City agreed to issue credits in the amount of \$2,179,825 (“Total Credits”) against Owner’s Funding Obligation for traffic infrastructure improvements which Owner had already completed or was obligated to otherwise complete; and

4) The Total Credits would be applied first to residential property in Tract 1 (as shown on Exhibit C to the Development Agreement) at a rate of \$5,231.25 per single family residential lot. Any remaining credits would be applied at SCR D’s sole discretion.

As a result of the conveyance of the Property to the City, SCR D has removed and will lose 52 single-family residential lots from Tract 1. Accordingly, “Owner’s Funding Obligation” shall be reduced by \$272,025, which represents the fees associated with the 52 single-family residential lots. The sum of the Total Credits shall remain \$2,179,825 and the credits which would have been applied to the 52 single-family residential lots shall be available to SCR D to allocate and apply to other property in Somerset Village. Except as set forth in this paragraph, this Agreement is not intended and shall not be deemed to amend or alter the parties’ obligations as set forth in the Development Agreement.

8. Cart Path. The City shall construct a cart path, at the City’s expense, as shown on **Exhibit B**. The City shall install a gate where the cart path connects with Corey Drive and Armstrong Drive in Somerset Village, as shown on Exhibit C. Such gate shall be designed, constructed, maintained and operated solely at City’s expense and SCR D shall have no obligation to design, construct, maintain or operate the gate. Notwithstanding the foregoing, the City shall construct the gate in a good and workman-like manner and shall keep the gate in a reasonable state of repair.

9. Stormwater Facility. This Agreement is not intended to alter or amend the parties’ rights and obligations with respect to the lake located within the Lake of the Woods Golf Course, as set forth in paragraph 13 of the Development Agreement.

10. Replat Expenses. The City agrees to pay the reasonable costs associated with replatting the Property in the amount of \$8,800. Such replatting expenses shall be paid by City at Closing (as defined below).

11. Driving Range Hours of Operation. In order to minimize the impact on adjacent residential areas, the City agrees that there shall be no golf activities or driving range operations occurring on the Property after 10:00 pm. This provision shall apply to weekdays and weekends and shall be in full force and effect for a period of ten (10) years from the Effective Date of this Agreement.

12. Closing. The closing of the transactions contemplated by this Agreement (the “Closing”) shall occur on or before April 15, 2016, or at such other date and time as is mutually

acceptable to the parties. The date of the Closing is referred to herein as the “**Closing Date.**” Closing shall occur at Boone Central Title Company.

13. Taxes; Closing Costs and Prorations.

(a) Taxes. All taxes and special assessments relating to the Property shall be prorated between SCRD and City as of the Closing Date to the end that such taxes and special assessments accruing with respect to, or otherwise relating to, the period before the Closing Date shall be the obligation of SCRD and such taxes and special assessments accruing with respect to, or otherwise relating to, the period on or after the Closing Date shall be the obligation of City.

(b) Other Closing Costs. Other closing costs shall be allocated as follows:

(i) SCRD shall pay:

(A) the cost to remove any lien or encumbrance upon the Property (other than any Permitted Exception);

(B) any fee or commission to any broker, agent or finder engaged by SCRD in connection with the transactions contemplated by this Agreement; and

(C) one-half (50%) of the closing agent's closing fee.

(ii) City shall pay:

(A) all title search and abstracting fees, and the cost of the Title Commitment and Owner's Title Insurance Policy and the Survey;

(B) any fee or commission to any broker, agent or finder engaged by City in connection with the transactions contemplated by this Agreement;

(C) the recording fee for the recording of the deed to City hereunder;

(D) one-half (50%) of the closing agent's closing fee; and

(E) the expenses incurred in replatting the Property, as set forth in paragraph 10 above, in the amount of \$8,800.

Each party shall pay its own attorney's fees incurred in connection with the negotiation and preparation of this Agreement and the consummation of the Closing as contemplated hereby. Other closing costs shall be allocated between the parties in accordance with normal custom in connection with commercial real estate closing transactions in the community where the Property is located.



(c) The closing statement shall be prepared by the closing agent and shall be subject to review and approval, acting reasonably and in good faith, by both SCR D and City.

14. Contingencies.

(a) Council Approval. It is expressly agreed and understood that the performance of this Contract and the sale of the Property as contemplated herein is contingent upon the City Council approving a resolution authorizing the execution of this Contract.

(b) Platting. It is expressly agreed and understood that the performance of this Contract and the sale of the Property as contemplated herein is contingent upon City Council approval of the final plat of Somerset Village, Plat 3, which is attached hereto as Exhibit C.

If any of the foregoing contingencies are not satisfied, this Contract shall be null, void and of no further force or effect.

15. Miscellaneous.

(a) Assignment. This Agreement and the rights, obligations and duties of the parties hereto shall not be assignable or otherwise transferable without the prior written consent of the nonassigning party.

(b) Survival. The representations, warranties, covenants and obligations of the parties hereunder shall survive the Closing.

(c) Fees of Legal Counsel. In the event either party to this Agreement shall employ legal counsel to protect its rights hereunder or to enforce any term or provision hereof, the party prevailing in any such action shall have the right to recover from the other party all of its reasonable attorneys' fees and expenses incurred in relation to such claims, as awarded by the court as fair and appropriate in the circumstances.

(d) Further Assurances. The parties agree that from time to time hereafter, upon request, each of them will execute, acknowledge, and deliver such further commercially reasonable documents and instruments, and take such further commercially reasonable action, as may be reasonably necessary to carry out the intent of this Agreement.

(e) Modification. No term or provision contained herein may be modified, amended or waived except by written agreement or consent signed by the party to be bound thereby.

(f) Binding Effect and Benefit. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, executors, personal representatives, successors and permitted assigns.

(g) Headings and Captions. Subject headings and captions are included for convenience purposes only and shall not affect the interpretation of this Agreement.

(h) Notice. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and either (i) delivered in person (ii) sent by express mail or other overnight delivery service providing receipt of delivery or (iii) mailed by certified or registered mail, postage prepaid return receipt requested, as follows:

If to SCRD, addressed or delivered in person to:

St. Charles Road Development, LLC  
c/o Rob Wolverton  
2504 St. Regis Ct.  
Columbia, MO 65203

with a copy to:

R. Caleb Colbert  
Brown Willbrand, P.C.  
PO Box 1304  
Columbia, MO 65205-1304

If to City, addressed or delivered in person to:

Mike Griggs  
PO Box 6015  
Columbia, MO 65205

with a copy to:

Steve Van Matre  
Law Department  
701 E. Broadway  
Columbia, MO 65201

or to such other address or number as either party may designate by written notice for notices to be directed to such party.

Any such notice or communication, if properly given or made in accordance with the terms hereof, shall be deemed to have been made when actually received, or upon refusal by the addressee to accept receipt.

(i) Severability. If any portion of this Agreement is held invalid, illegal, or unenforceable, such determination shall not impair the enforceability of the remaining terms or provisions hereof, and to this end the terms and provisions of this Agreement are declared to be severable.

(j) Rights and Remedies Cumulative. Rights and remedies expressed herein are cumulative and not exclusive of any rights and remedies otherwise available.

(k) Gender and Number. Throughout this Agreement, the masculine shall include the feminine and neuter and the singular shall include the plural and vice versa as the context requires.

(l) Entire Agreement. This document, together with the exhibits attached hereto, constitutes the entire agreement of the parties and supersedes any and all other prior agreements, oral or written, with respect to the subject matter hereof.

(m) Governing Law/Venue. This Agreement shall be subject to and governed by the laws of the State of Missouri. Any dispute, claim or proceeding which in any way relates to or arises out of this Agreement shall be filed in the Circuit Court for Boone County, Missouri or the United States District Court for the Western District of Missouri, Central Division.

(n) Counterparts; Facsimile. This Agreement may be executed and delivered by facsimile or electronic signature and/or in multiple counterparts, all of which when considered together shall reflect the signature of all parties hereto and shall constitute one and the same instrument.

(o) Joint Preparation; Interpretation. This Agreement shall be deemed to have been prepared jointly by the parties hereto, and any uncertainty or ambiguity existing herein shall not be interpreted against any party by reason of its drafting of this Agreement, but shall be interpreted according to the application of the general rules of interpretation for arm's length agreements. As used in this Agreement, the term "including" shall mean including, without limitation; and the term "person" shall include any individual, trust, estate, firm, association, corporation, partnership, limited liability company, governmental authority or other entity.

(p) Authority. Each individual signing this Agreement in a representative capacity acknowledges and represents that he/she is duly authorized to execute this Agreement in such capacity in the name of, and on behalf of, the designated corporation, partnership, limited liability company, trust or other entity. City specifically warrants and represents that it is authorized by the City Charter and City Ordinance to execute this Agreement and that City's execution of this Agreement does not violate any term or provision of the City Charter or City Ordinance.

(r) Disclosure. Robert and Christi Wolverton are licensed realtors in the State of Missouri.

*[signature page follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year aforesaid.

**CITY:**  
**City of Columbia, Missouri**

**By:** \_\_\_\_\_  
**Mike Matthes, City Manager**

**Approved as to form:**

\_\_\_\_\_  
**Nancy Thompson, City Counselor**

**I hereby certify that the expenditures in this contract are within the purpose of the appropriation to which they are charged, Account No. \_\_\_\_\_, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.**

\_\_\_\_\_  
**City Finance Director**

**OWNER:**

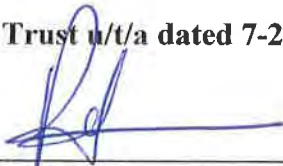
**St. Charles Road Development, LLC**

**By: Robert M. Lemone Revocable Trust u/t/a dated 1-27-2004, Member**

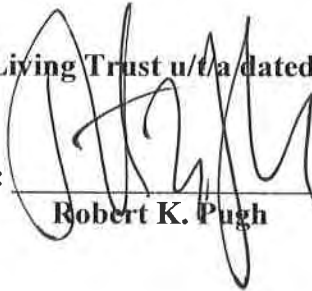
**By: Central Trust & Investment Company, trustee**

**By:**   
**Name Printed:** \_\_\_\_\_  
**Trust Officer**

**By: Robert A. Wolverton Revocable Living Trust u/t/a dated 7-29-2002, Member**

By:   
\_\_\_\_\_ **Robert A. Wolverton, Trustee**

**By: Robert K. Pugh and Connie G. Pugh Living Trust u/t/a dated 5-10-1995, Member**

By:   
\_\_\_\_\_ **Robert K. Pugh**

**By: TSA Investments, L.L.C., Member**


By:   
\_\_\_\_\_ **Thomas Scott Atkins, Member**

**EXHIBIT A**  
**(Legal Description)**

Description of Somerset Village Plat 3  
January 29, 2016

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 48 NORTH, RANGE 12 WEST, CITY OF COLUMBIA, BOONE COUNTY, MISSOURI, BEING PART OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 3837, PAGE 91, ALL BEING OF THE BOONE COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 2, THENCE ALONG THE QUARTER SECTION LINE N00°28'30"E, 1122.05 FEET; THENCE LEAVING SAID QUARTER SECTION LINE, S89°59'50"E, 613.68 FEET; THENCE S00°28'30"W, 1132.57 FEET TO A POINT ALONG THE QUARTER SECTION LINE; THENCE ALONG SAID QUARTER SECTION LINE, N89°00'50"W, 613.69 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.88 ACRES.

  
Jay Alan Gebhardt LS-2001001909



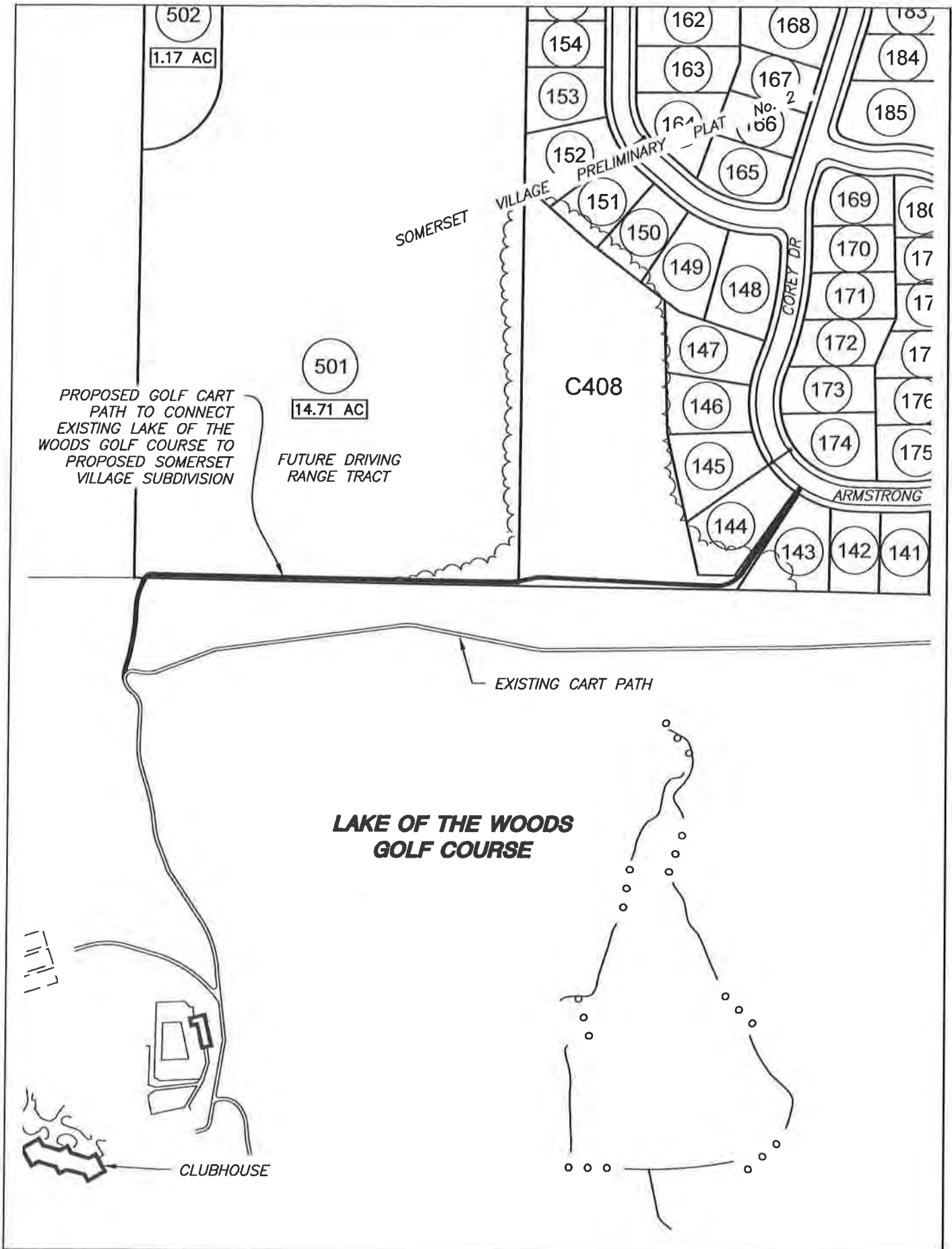
2/17/16  
Date

"EXHIBIT     A    "

**EXHIBIT B**

**(cart path)**





"EXHIBIT **B**"

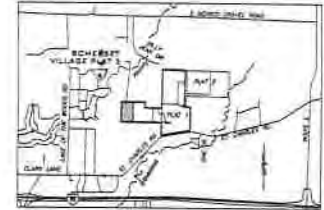
**EXHIBIT C**

**(final plat)**

# SOMERSET VILLAGE PLAT 3

FINAL PLAT  
NOVEMBER 16, 2015

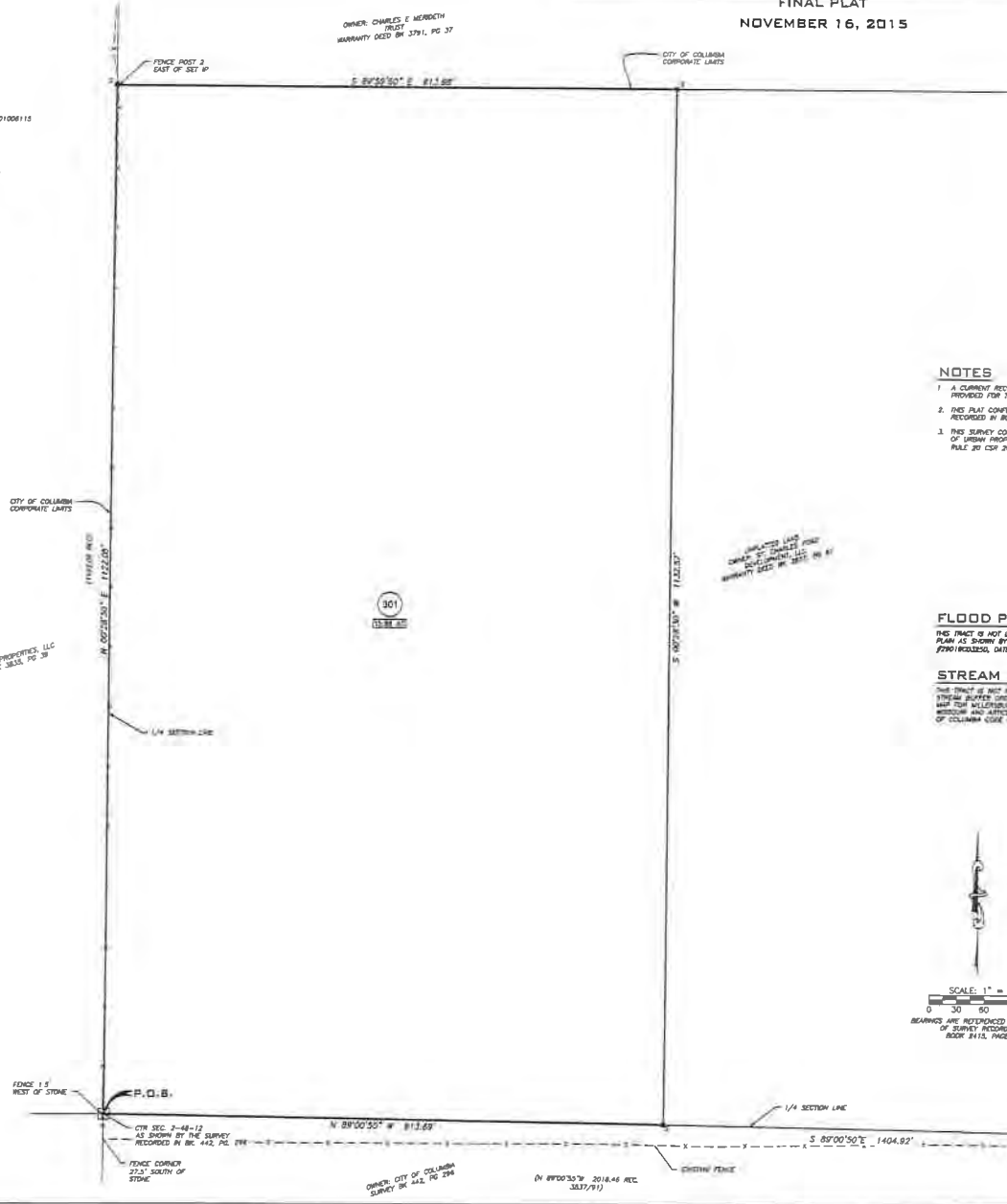
OWNER: CHARLES E. HERBERT  
TRUST  
WARRANTY DEED BK 3791, PG 37



LOCATION MAP  
NOT TO SCALE

**LEGEND**

- 1/2" IRON PIPE W/ CAP #2001006115
- ⊥ EXISTING
- ⊥ SET
- SET
- SET
- RECORD
- DRILL HOLE W/ CHECKED "X"
- HIGH WIRE
- MONUMENT
- STAKE
- PERMANENT MONUMENT
- IRON LINE
- 0.000 SQUARE FEET
- 0.000 ACRES
- CURVE NUMBER



**NOTES**

1. A CURRENT RECORD TITLE COMMITMENT WAS NOT PROVIDED FOR THIS PLAT.
2. THIS PLAT CONFORMS TO THE DEVELOPMENT AGREEMENT RECORDED IN BOOK 4423, PAGE 41.
3. THIS SURVEY CONFORMS TO THE ACCURACY STANDARDS OF URBAN PROPERTY AS DEFINED BY MISSOURI BOARD RULE 20 CSR 200-16.040 (2) (A).

**FLOOD PLAIN STATEMENT**

THIS TRACT IS NOT LOCATED WITHIN THE 100-YEAR FLOOD PLAIN AS SHOWN BY FLOOD INSURANCE RATE MAP #7901R0002C, DATED MARCH 17, 2011.

**STREAM BUFFER STATEMENT**

THIS TRACT IS NOT REGULATED BY THE CITY OF COLUMBIA STREAM BUFFER ORDINANCE AS DETERMINED BY THE LOCAL MAP FOR WILDERNESS DRAINAGE, BOONE COUNTY, MISSOURI AND ARTICLE 2 OF CHAPTER 12A OF THE CITY OF COLUMBIA CODE OF ORDINANCES.

**KNOW ALL MEN BY THESE PRESENTS**

ST. CHARLES ROAD DEVELOPMENT, LLC BEING SOLE OWNER OF THE BELOW DESCRIBED TRACT, HAS CAUSED THE SAME TO BE SUBDIVIDED AS SHOWN ON THIS PLAT.

I, WALTER HICKORY, ST. CHARLES ROAD DEVELOPMENT, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED:

*[Signature]*  
STATE OF MISSOURI }  
COUNTY OF BOONE } SS

ON THIS 21<sup>ST</sup> DAY OF JANUARY, IN THE YEAR 2016, BEFORE ME, SPENCER HUSKAR, A NOTARY PUBLIC IN AND FOR THE STATE OF MISSOURI, WALTER HICKORY, PRESIDENT OF ST. CHARLES ROAD DEVELOPMENT, LLC, HAS DECLARED THE ABOVE TRACT TO BE HIS OWN AND ADMITS THAT HE HAS EXECUTED THE SAME FOR THE PURPOSES THEREIN STATED.

*[Signature]*  
NOTARY PUBLIC  
BY COMMISSION EXPIRES  
JULY 11, 2016

*[Signature]*  
STATE OF MISSOURI }  
COUNTY OF BOONE } SS

ON THIS 21<sup>ST</sup> DAY OF JANUARY, IN THE YEAR 2016, BEFORE ME, SPENCER HUSKAR, A NOTARY PUBLIC IN AND FOR THE STATE OF MISSOURI, WALTER HICKORY, PRESIDENT OF ST. CHARLES ROAD DEVELOPMENT, LLC, HAS DECLARED THE ABOVE TRACT TO BE HIS OWN AND ADMITS THAT HE HAS EXECUTED THE SAME FOR THE PURPOSES THEREIN STATED.

*[Signature]*  
NOTARY PUBLIC  
BY COMMISSION EXPIRES  
JULY 11, 2016

**CERTIFICATION**

THIS IS TO CERTIFY THAT IN NOVEMBER 2015, I COMPLETED A SURVEY FOR ST. CHARLES ROAD DEVELOPMENT, LLC, AND A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 48 NORTH, RANGE 12 WEST, CITY OF COLUMBIA, BOONE COUNTY, MISSOURI. BEING PART OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 3811, PAGE 81, ALL BEING OF THE BOONE COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING PART OF THE SECTION OF SAID SECTION 2, THENCE ALONG THE SWARTER SECTION LINE NORTH 0°00'00" E 1122.00 FEET; THENCE ALONG SAID QUARTER SECTION ONE, EAST 0°00'00" E 1122.00 FEET TO A POINT ALONG THE QUARTER SECTION LINE, THENCE ALONG SAID QUARTER SECTION ONE, NORTH 0°00'00" E 1122.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.68 ACRES.

I HEREBY CERTIFY THAT I SURVEYED THE DESCRIBED PROPERTY AND SUBDIVIDED IT AS SHOWN ON THE PLAT IN ACCORDANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

SURVEY AND PLAT BY  
A CIVIL GROUP  
CORPORATE MEMBER 2001006115

STATE OF MISSOURI }  
COUNTY OF BOONE } SS

SUBSCRIBED AND APPROVED BEFORE ME THIS 21<sup>ST</sup> DAY OF JANUARY 2016.

*[Signature]*  
NOTARY PUBLIC BY  
COMMISSION EXPIRES  
MAY 11, 2016

**A CIVIL GROUP**  
CIVIL ENGINEERING - PLANNING - SURVEYING  
3401 BROADWAY BUSINESS PARK COURT  
SUITE 105  
COLUMBIA, MO 65203  
PH: (573) 817-1170 FAX: (573) 817-1577  
MISSOURI CERTIFICATE OF AUTHORITY: 8001006115

"EXHIBIT C"

SUPPORTING  
DOCUMENTS FOR  
THIS AGENDA ITEM

# MOORE & SHRYOCK

Real Estate Appraisers And Consultants

609 East Broadway  
Columbia, Missouri 65201  
Phone: (573) 874-1207  
Fax: (573) 449-2791

2419 Hyde Park Rd., Ste. A  
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ALLAN J. MOORE, MAI †  
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ALEX M. WESTCOTT  
CLINTON K. COOPER  
JESSICA HENROID  
JENNIFER WHITNEY  
DANIELLE REYNOLDS  
KYLE ZANONE

July 20, 2015

Mr. Ryan Atkinson  
City of Columbia Parks & Recreation  
1507 Business Loop 70 West  
Columbia, MO 65202

Re: Real estate appraisal of residential development land, located at St. Charles Road, Columbia, Missouri, under the ownership of St Charles Road Development LLC.  
File # C505037

Dear Mr. Atkinson:

In fulfillment of our agreement as outlined in the letter of engagement, I am pleased to transmit herewith the appraisal report of the above property, including my opinion of the "as is" market value of the fee simple estate in the referenced parcel of real estate, as of July 9, 2015. My opinion of market value is:

**THREE HUNDRED TWENTY THOUSAND DOLLARS**

**\$320,000**

The value opinion reported is qualified by certain definitions, assumptions, limiting conditions, and certifications, which are set forth within the attached report.

The appraisal is subject to the following extraordinary assumptions:

- 1) The size and dimensions of the subject property were based on an approximation by an engineer working with the client and an aerial photo with dimensions that was provided by the client. The size indications provided by these two sources were 15.9 acres and 16.5 acres, respectively. I have estimated the subject as 16 acres based on this information. If a survey of the subject site is performed and differs materially from this size estimate, the appraisal may need to be revised.

The appraisal is subject to the following hypothetical conditions:

- 1) The subject property is located approximately ½ mile west of Battle Avenue and 1/3 mile north of St. Charles Road. At the time of inspection, there was no direct street access to the subject site, though a preliminary plat of the Somerset Village subdivision includes planned streets which will extend to the subject site from Battle Avenue. The property was recently annexed by the City of Columbia, though at the time of inspection, utility infrastructure does not extend to the subject site. At the request of the client, this analysis is based on the hypothetical condition that street and utility infrastructure extends to the border of the subject property.

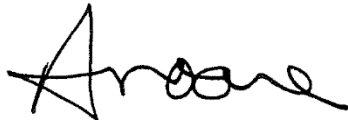
The use of extraordinary assumptions or hypothetical conditions might have affected the assignment results.

The following report sets forth the supporting data and reasoning which form the basis of our opinion. The appraisal report has been prepared in accordance with our interpretation of the client's guidelines, Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), and the *Uniform Standards of Professional Appraisal Practice* (USPAP).

This letter is invalid as an opinion of value if detached from the report.

The client and intended user of this appraisal is the City of Columbia Parks & Recreation. If you have any questions concerning the report, please call me. Thank you for the opportunity to be of service.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Allan J. Moore". The signature is stylized with a large, prominent initial "A" and a cursive "J" and "M".

Allan J. Moore, MAI



Lake of the Woods Golf Course Expansion Plans

