

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“this Agreement”) is made and entered into on the last day executed by a party, as indicated on the signature pages below, by and between **the City of Jefferson, Missouri**, a municipal corporation of the State of Missouri (“City”) and **Jefferson City Public Schools** (“School District”). The City and School District may hereinafter be collectively referred to as the Parties and individually as a Party.

RECITALS

The Subject Property. School District holds title to certain land currently located in the incorporated area of the City of Jefferson legally described in the attached **Exhibit A** (the “Subject Property”).

Proposed Project. School District desires to develop the Subject Property for public educational uses, specifically for Capital City High School, which shall require certain improvements to public facilities within the rights-of-way of the City to provide for the public health, safety, and general welfare, specifically a new road and appurtenances which will connect Creek Trail Drive and Mission Drive (the “Connector Street”).

NOW, THEREFORE, in view of the foregoing Recitals and in consideration of the mutual promises, declarations, covenants and agreements of the City and School District as hereinafter set forth, the Parties hereto do hereby agree as follows:

1. ***Notice of Future Obligations.*** To the extent that any provisions hereof commit the School District and/or the City to any future obligations concerning the development and/or use of the Subject Property, the Parties agree to execute and record such documents(s) acceptable to both Parties as may be required to give constructive notice of said future obligations.
2. ***City’s Obligations for Development.***
 - a) City will reimburse School District an amount not to exceed \$1,500,000.00 for work directly attributable to School District’s design and construction of the Connector Street, including related work described herein. Any cost in excess of \$1,500,000.00 shall be borne by the School District. Upon completion and successful inspection of School District’s construction of the Connector Street and related work described herein, School District shall submit a request for reimbursement to the City Engineer, which such request shall include an itemized list of actual costs incurred by School District in the design and construction of the Connector Street and any related work.
 - b) In the event actual costs incurred by School District in the design and construction of the Connector Street and any related work total less than \$1,500,000.00, the School District may use such unexpended funds for improvements to Lewis and Clark Drive or Union Street or for design and construction of enhanced crosswalks on Jackson Street at Thorpe Gordon Elementary or on Linden Drive at South Elementary.

- c) In no event shall payments from the City to the School District under this agreement exceed \$1,500,000.00 and the City shall not be obligated to submit payments under this agreement to the School District until November 1, 2019.
- d) City shall inspect all public improvements constructed by School District in accordance with local ordinances and codes.

3. ***School District's Obligations for Development.***

- a) School District shall complete construction of the Connector Street in accordance with design plans prepared and sealed by a Missouri-licensed design professional. Said design plans shall be in conformance with City specifications and shall be approved by the City's Director of Public Works as a Public Works Capital Improvement Project prior to construction. This obligation shall include securing, executing, and managing written contracts with a design professional and a construction manager. The School District shall erect information signage at the project site indicating the work is a "Joint City and County Capital Improvement Sales Tax Project." Such signage will be provided to the School District by the City. The City shall not be deemed a party to any of the School District's contracts and shall have no liability arising from or relating thereto.
- b) School District shall include within its design and construction of the Connector Street a street stub on the east side of the Connector Street which shall be able to accommodate a future sixty (60) foot-wide right-of-way connecting the Connector Street and Cathedral Rock Drive and a pedestrian connection connecting the Connector Street and Notting Hill Drive. The School District shall secure the City's approval of the location of the street stub and pedestrian connection to Notting Hill Drive on design plans prior to construction of the Connector Street.
- c) Upon completion and successful inspection of School District's construction of the Connector Street, School District shall donate and convey all right-of-way necessary to accommodate the Connector Street, which right-of-way shall be no less than sixty (60) feet wide. In addition, School District shall convey all necessary utility and stormwater easements for the same, sufficient right-of-way and utility easements for the future connection of Cathedral Rock Drive and the Connector Street and sufficient pedestrian right-of-way for the pedestrian connection between Notting Hill Drive and the Connector Street.
- d) The School District shall submit the Subject Property to the City's subdivision process and development requirements by submitting a Preliminary Subdivision Plat and Final Subdivision Plat for the Subject Property in accordance with and subject to all regulations and processes of City Subdivision Code and Zoning Code, including submittal of a traffic study. School District shall also apply for and secure a conditional use permit pursuant to applicable procedures set forth in the Jefferson City Code. Subdivision approval from the City Council shall be secured by the School District prior to occupancy of Capital City High School by students. All rights-of-way, easements, and property interests required to be dedicated to the City under this agreement or under applicable City regulations shall

be dedicated to the City on the Final Subdivision Plat of the Subject Property. All public improvement plans shall be submitted and reviewed as Public Works Capital Improvement Projects and not as development plans.

- e) Capital City High School and all appurtenances shall conform to applicable development regulations of the City, including, but not limited to, requirements for landscaping, parking, signage, and trash screening. In addition, the School District shall install all sidewalks required under the City development regulations, except that sidewalks shall not be required on the east side of the Connector Street except for a sidewalk connection from Notting Hill Drive to the proposed Cathedral Rock stub and further provided that nothing in this Agreement shall relieve undeveloped property on the east side of the Connector between the Cathedral Rock stub and the Mission Drive roundabout from any sidewalk and other development requirements when such property is developed in the future. As a part of the development process, the School District shall not be prohibited from applying for deferrals or variances of any sidewalk requirements.
 - f) School District agrees that, as a part of the development approval process for the alterations/renovations of the existing Jefferson City High School campus, City shall have the right to and School District shall agree to a vacation of Union Street between Lafayette Street and Jackson Street in accordance with City's vacation ordinances. School District and City further agree to confer in good faith concerning City's desire to vacate Lewis and Clark Drive at School District's Lewis and Clark Middle School campus. In the event that School District and City have not reached an agreement concerning the vacation of Lewis and Clark Drive on or before July 1, 2019, City shall have the right thereafter to seek vacation of Lewis and Clark Drive in accordance with City's vacation ordinances. Until such time the City vacates Union Street and Lewis and Clark Drive, the City shall maintain such roadways in a manner consistent with City standards for regular maintenance of City streets, which shall be determined in the sole discretion of the City.
4. **Public Safety Facilities.** To encourage and promote public safety, City and School District shall work to identify land on the subject property which potentially could host public safety facilities, including, but not limited to, fire station and/or a police substation; however, nothing herein shall require School District to dedicate/convey any property to City except upon such terms as may hereafter be agreed by City and School District.
5. **Construction of Public Improvements.** Except as otherwise expressly indicated herein, all public improvements to be developed on the Subject Property shall be constructed in accordance with the City Department of Public Works' Standard Specifications and Drawings, as may be amended, or any successor specifications and standards adopted by the City. The design and construction of crosswalks at Thorpe Gordon Elementary or South Elementary shall be subject to the approval of the City Director of Public Works. School District shall obtain all necessary permits and governmental permissions to perform its obligations set forth in this Agreement. The School District shall also comply with all applicable City Building Codes and Stormwater Codes, but shall only be required to pay one-half (1/2) the cost of all applicable inspection and construction permit fees which would be applicable to commercial construction, including permit fees for construction of Capital City

High School and for repairs, additions to, and renovations of the existing Jefferson City High School. This reduction in building permit fees shall only apply to the School District's current capital project relating to the construction of Capital City High School and to the current repairs, additions to, and renovation of Jefferson City High School.

6. ***Adjoining Properties.*** School District shall obtain all necessary private easements to perform its obligations set forth in this Agreement and shall be liable for all damages to adjoining properties that maybe caused by School District's performance of its obligations, even where construction of improvements are in accordance with the City Department of Public Works' Standard Specifications and Drawings, as may be amended or succeeded.
7. ***Amendments.*** Any amendment to this Agreement must be in writing and must be executed by the City and the School District, and any future owner of any part of the Subject Property who would otherwise be obligated to perform any of the requirements imposed upon the School District by this Agreement. Oral modifications or amendments of this Agreement shall be of no force or effect.
8. ***Remedies.*** The parties to this Agreement may, either in law or equity, by suit, action, mandamus or other proceedings in court, seek declaratory relief, enforce and compel specific performance of this Agreement, provided that in no event shall the City have any liability in damages, costs (including attorneys' fees) or any other monetary liability to School District or any affiliate of School District, any person claiming through School District, or to their respective successors, assigns, heirs and personal representatives in respect of any suit, claim, or cause of action arising out of this Agreement or any of the actions or transactions contemplated herein.
9. ***Third Party Actions.*** School District shall have the right, but not the obligation to assume the costs of defense of any action or proceeding initiated by a third party challenging this Agreement, or any other actions or transactions contemplated by this Agreement (including, without limitation, to settle or compromise any claim or action for which School District has assumed the defense) with counsel of School District's choosing and the City and School District agree that so long as no conflicts of interest exist between them, the same attorney or attorneys may simultaneously represent the City and School District in any such proceeding. In no event shall the City have any liability to School District for damages or otherwise in the event that all or any part of this Agreement or the ordinances approving this agreement shall hereafter be declared invalid or unconstitutional in whole or in part by a final (as to which all rights of appeal have been exhausted or expired) judgment of a court of competent jurisdiction, and, in the event School District elects not to assume such defense and costs, the City shall have no obligation to defend or to assume the costs of defense of any such action.
10. ***Notices.*** All notices between the parties hereto shall be in writing and shall be sent by certified or registered mail, return receipt requested, by personal delivery against receipt, or by overnight courier, and shall be deemed to have been validly served, given or delivered immediately when delivered against receipt or three (3) business days after deposit in the mail, postage prepaid, or one (1) business day after deposit with an overnight courier, and shall be addressed as follows:

If to the City:

City of Jefferson
City Administrator
320 E. McCarty
Jefferson City, MO 65101

If to School District:

Jefferson City Public Schools
Office of the Superintendent
315 East Dunklin Street
Jefferson City, MO 65101

Each party shall have the right to specify that notice is to be addressed to another address by giving to the other party ten (10) days written notice thereof.

11. ***Hold Harmless.*** School District at its sole cost and expense, hereby agrees to indemnify, protect, release, defend (with counsel acceptable to the City) and hold harmless the City, its municipal officials, elected officials, boards, commissions, officers, employees, attorneys, and agents from and against any and all causes of action, claims, demands, all contractual damages and losses, economic damages and losses, all other damages and losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, from the action or inaction of School District, its agents, representatives, employees, contractors, subcontractors or any other person for whose acts School District may be liable, in the activities performed, or failed to be performed, by School District under this Agreement or in the development of the Subject Property, or from breach of this Agreement, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of the City, its elected officials, officers, employees, agents or contractors. The indemnification, duty to defend and hold harmless obligations set forth in this Section shall survive for a period of five (5) years from the date of substantial completion of all improvements contemplated hereunder.

a) In the event that Cole County fails to provide to the City the County's matching funding of \$750,000.00 under that Agreement Setting Forth Procedures for Joint City and County Capital Improvements Sales Tax Projects approved by the City Council on November 20, 2017 under Ordinance No. 15748, the School District shall reimburse the City its cost and expenses, including attorney's fees, to recover such \$750,000.00 from Cole County under such agreement.

12. ***Insurance.*** School District shall provide, at its sole expense, general liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by the City, with a rating by Best of not less than "A," that shall protect School District, the City, and the City's officials, officers, and

employees from claims which may arise from operations under this Agreement, whether such operations are by the School District, its officers, directors, employees and agents, or any subcontractors of School District. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all School District operations, products, services or use of automobiles, or construction equipment. The amount of insurance required herein shall be in no event less than the individual and combined sovereign immunity limits established by § 537.610 RSMo for political subdivisions; provided that nothing herein shall be deemed to waive the City's sovereign immunity. An endorsement shall be provided which states that the City is named as an additional insured and stating that the policy shall not be cancelled or materially modified so as to be out of compliance with the requirements of this Section, or not renewed without 30 days advance written notice of such event being given to the City. School District shall cause any contract entered into with a general contractor to include a requirement that such general contractor obtain insurance in the amounts set forth in this paragraph and name the City as an additional insured.

13. ***Compliance with Laws.*** School District shall comply with all applicable state, local, and federal laws in the performance of this Agreement, including all Missouri statutes relating to the construction of "public works," as that term may be defined in such statutes.
14. ***Entire Agreement.*** This Agreement contains the entire and complete agreement between the City and the School District with respect to the requirements imposed upon the School District for the providing of certain interests in land, and the construction and installation of certain improvements, all as hereinabove described in the Recitals for this Agreement and the above numbered paragraphs of this Agreement. Parties agree that this Agreement constitutes a lawful contract between the Parties and School District hereby acknowledges and agrees that this Agreement and provisions of the City's Code of Ordinances applicable to this Agreement constitute lawful exercises of the City's authority and police power.

(Signature Pages to Follow)

IN WITNESS WHEREOF, the Parties have executed this Agreement and shall be effective on the last day and year indicated below.

CITY:
City of Jefferson, Missouri

By: _____
Carrie Tergin, Mayor

Date: _____

ATTEST:

Emily Donaldson, City Clerk

Approved as to form:

Ryan Moehlman, City Counselor

STATE OF MISSOURI)
) SS
COUNTY OF COLE)

On this _____ day of _____, 2018, before me appeared Carrie Tergin, to me personally known, who, being by me duly sworn did say that she is Mayor of the City of Jefferson, Missouri, a Missouri constitutional charter city and municipal corporation, and that said instrument was signed on behalf of said City, by authority of its City Council, and said Mayor Carrie Tergin acknowledged said instrument to be the free act and deed of said City and that she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and notarial seal at my office in the State and County aforesaid, on the day and year hereinabove first written.

_____, Notary Public

My commission expires: _____

SCHOOL DISTRICT:

Jefferson City Public Schools District

By: _____
Larry Linthacum, Superintendent

Date _____

STATE OF MISSOURI)
) SS
COUNTY OF COLE)

On this _____ day of _____, 2018, before me appeared Larry Linthacum, to me personally known, who, being by me duly sworn did say that he is Superintendent of Jefferson City Public Schools District, a Missouri public school district, and that said instrument was signed on behalf of said public school district, by authority of its School Board, and said Superintendent Larry Linthacum acknowledged said instrument to be the free act and deed of said public school district and that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and notarial seal at my office in the State and County aforesaid, on the day and year hereinabove first written.

_____, Notary Public

My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION

See Attached

JEFFERSON CITY SCHOOL DISTRICT
COMPOSITE BOUNDARY DESCRIPTION

Part of the West Half of the Northwest Quarter of Section 14, part of the Northeast Quarter of the Southwest Quarter of Section 14, part of the Northwest Quarter of the Southwest Quarter of Section 14, part of the Northeast Quarter of the Southeast Quarter of Section 15 and part of the East Half of the Northeast Quarter of Section 15, lying southerly of the center of the Frog Hollow Branch of Wears Creek (also known as Sone Creek) all in Township 44 North, Range 12 West in the City of Jefferson, Cole County, Missouri and being more particularly described as follows:

BEGINNING at the northwest corner of the Northeast Quarter of the Southwest Quarter of said Section 14; thence $S86^{\circ}25'24''E$, along the Quarter Section Line, 635.38 feet to the northwest corner of LOESCH ESTATES SUBDIVISION SECTION ONE, as per plat of record in Plat Book 12, page 176, Cole County Recorder's Office; thence southerly along the west line of said subdivision the following courses: $S22^{\circ}40'02''W$, 581.81 feet; thence $S13^{\circ}57'56''E$, 227.58 feet; thence $S26^{\circ}29'04''W$, 72.28 feet; thence $S27^{\circ}37'55''W$, 281.23 feet; thence $S5^{\circ}01'49''E$, 287.25 feet to the southwest corner of said subdivision, also being the northeast corner of COLONIAL HILLS ESTATES SECTION 6, as per plat of record in Plat Book 11, page 704, Cole County Recorder's Office; thence leaving the boundary of said LOESCH ESTATES SUBDIVISION SECTION ONE and along the north line of said COLONIAL HILLS ESTATES SECTION 6, $N86^{\circ}12'44''W$, 355.29 feet to the southeast corner of said Northwest Quarter of the Southwest Quarter of said Section 14; thence $N86^{\circ}10'24''W$, along the Quarter-Quarter Section Line, 89.02 feet to the eastern most corner of a tract of land conveyed to The City of Jefferson by deed of record in Book 603, Page 374 as described therein (Exhibit C - Cole County, Route 179, J5S0906B, Parcel 6); thence along the northern boundary of said tract of land described in Book 603, Page 374 the following courses: northwesterly on a curve to the left, having a radius of 295.00 feet, an arc distance of 157.55 feet (the chord of said curve being $N35^{\circ}41'17''W$, 155.69 feet); thence northwesterly on a curve to the left, having a radius of 1635.00 feet, an arc distance of 60.43 feet (the chord of said curve being $N52^{\circ}02'49''W$, 60.42 feet); thence $N7^{\circ}15'19''W$, 123.24 feet; thence $N39^{\circ}05'36''E$, 34.95 feet; thence northeasterly on a curve to the left, having a radius of 355.00 feet, an arc distance of 73.39 feet (the chord of said curve being $N32^{\circ}45'35''E$, 73.26 feet); thence $N63^{\circ}09'45''W$, 110.00 feet; thence southwesterly, on a curve to the right, having a radius of 245.00 feet, an arc distance of 50.65 feet (the chord of said curve being $S32^{\circ}45'35''W$, 50.56 feet); thence $N77^{\circ}27'54''W$, 129.49 feet; thence northwesterly, on a curve to the left, having a radius of 2435.00 feet, an arc distance of 51.16 feet (the chord of said curve being $N30^{\circ}56'20''W$, 51.15 feet); thence $S58^{\circ}27'33''W$, 110.00 feet; thence $S17^{\circ}43'18''W$, 136.91 feet; thence southwesterly, on a curve to the left, having a radius of 2475.00 feet, an arc distance of 288.08 feet (the chord of said curve being $S74^{\circ}32'59''W$, 287.91 feet); thence southwesterly, on a curve to the right, having a radius of 2324.99 feet, an arc distance of 473.02 feet (the chord of said curve being $S77^{\circ}02'37''W$, 472.20 feet) to the most western corner of said tract described in Book 603, page 374 and being a point on the south line of the Northwest Quarter of the Southwest Quarter of the aforesaid Section 14; thence leaving the boundary of said tract of land described in Book 603, page 374, $N86^{\circ}10'24''W$, along the Quarter-Quarter Section Line, 42.76 feet to the southeast corner of the Northeast Quarter of the Southeast Quarter of the aforesaid

Section 15; thence S89°09'27"W, along the Quarter-Quarter Section Line, 822.82 feet to a point on the easterly line of the Missouri State Highway 179 right-of-way, at the southeasterly corner of a tract of land conveyed to the Missouri Department of Transportation Commission, by deed of record in Book 603, page 916, Cole County Recorder's Office; thence northerly along said Missouri State Highway 179 right-of-way line, being the easterly boundary of said tract of land described in Book 603, page 916, the following courses: N1°12'55"E, 192.99 feet; thence N30°20'48"W, 410.76 feet; thence N8°14'49"W, 152.07 feet; thence N17°54'52"E, 208.81 feet; thence N33°18'04"W, 69.80 feet to a point on the easterly boundary of a tract of land conveyed to the State of Missouri Highway and Transportation Commission by deed of record in Book 423, page 335, Cole County Recorder's Office; thence leaving the boundary of the aforesaid tract of land described in Book 603, page 916, continuing along the easterly line of the Missouri State Highway 179 right-of-way as described in said Book 423, page 335, the following courses: N3°56'32"W, 666.46 feet; thence N4°41'48"W, 473.56 feet; thence N52°50'37"W, 53.09 feet; thence N63°02'52"W, 13.24 feet; thence N72°34'46"W, 16.70 feet; thence N74°44'37"W, 14.86 feet to a point hereafter known as **REFERENCE POINT A**; thence N6°17'04"W, 33.06 feet to a point on the southerly boundary of the property described by deeds of record in Book 161, pages 36 and 77, Cole County Recorder's Office; thence leaving the aforesaid Missouri State Highway 179 right-of-way line described in Book 423, page 335, S80°00'32"E, along the southerly boundary of said property described in Book 161, pages 36 and 77, 76.24 feet; thence S60°02'39"E, along the southerly boundary of said property described in Book 161, pages 36 and 77, 106.76 feet to a point in the center of the Frog Hollow Branch of Wears Creek (also known as Sone Creek) and said point being on the northerly boundary of the property described by deed of record in Book 119, page 231, being common to the southerly boundary of the property described by deed of record in Book 217, page 339, Cole County Recorder's Office; thence easterly, down the center of said branch and creek, being the common boundary of said properties described in Book 119, page 231 and Book 217, page 339, the following courses: S45°54'14"E, 43.47 feet; thence S54°01'46"E, 69.85 feet; thence S58°32'53"E, 24.84 feet; thence S78°00'00"E, 71.31 feet; thence S89°48'16"E, 33.22 feet; thence N81°09'24"E, 44.01 feet; thence N59°00'13"E, 44.71 feet; thence S77°27'25"E, 25.52 feet; thence S87°34'54"E, 118.47 feet; thence N76°42'16"E, 114.01 feet; thence, N58°34'08"E, 65.63 feet; thence N49°46'05"E, 90.17 feet; thence S88°31'47"E, 30.59 feet; thence S73°33'43"E, 64.01 feet; thence S56°42'28"E, 43.66 feet; thence S68°47'58"E, 68.89 feet; thence S60°30'46"E, 30.00 feet; thence S83°15'30"E, 39.65 feet; thence N45°40'10"E, 42.69 feet; thence N28°02'08"E, 52.40 feet; thence N22°48'07"E, 138.17 feet; thence N8°23'00"E, 36.13 feet; thence N36°59'19"E, 44.83 feet to a point on the east line of the Northeast Quarter of the aforesaid Section 15; thence leaving the center of the aforesaid branch, creek and common boundary of the properties described in Book 119, page 231 and Book 217, page 339, N1°03'09"E, along the Section Line (being the easterly boundary of said property described in Book 217, page 339, 177.92 feet to the southwesterly corner of A REPLAT OF LOTS 8-16, CREEKSIDE PARK SECTION ONE as per plat of record in Plat Book 12, Page 186, Cole County Recorder's Office; thence southeasterly, along the southerly boundary of said subdivision, on a curve to the right, having a radius of 460.00 feet, an arc distance of 217.58 feet (the chord of said curve being S65°19'32"E, 215.56 feet); thence S51°46'31"E, along the southerly boundary of said subdivision, 18.03 feet to a point on the northwesterly boundary of CREEKSIDE PARK SECTION TWO as per plat of record in Plat Book 12, Page 329, Cole County Recorder's Office; thence along the northwesterly and southerly boundary of said CREEKSIDE PARK SECTION TWO the following courses: S34°09'46"W,

7.41 feet; thence southerly on a curve to the left, having a radius of 670.00 feet, an arc distance of 67.28 feet (the chord of said curve being S31°17'09"W, 67.25 feet); thence S45°02'46"E, 680.33 feet; thence S54°54'20"E, 171.23 feet; thence S74°37'29"E, 171.23 feet; thence N88°28'28"E, 77.32 feet to a point on the westerly boundary of CREEKSIDE PARK SECTION THREE per plat of record in Plat Book 12, Page 403, Cole County Recorder's Office; thence leaving the boundary of said CREEKSIDE PARK SECTION TWO and along the boundary of said CREEKSIDE PARK SECTION THREE, S1°26'33"W, 407.58 feet to the southwesterly corner thereof, also being a point on the northerly line of the Southwest Quarter of said Section 14; thence S86°22'35"E, along the Quarter Section Line, 330.24 feet to the point of beginning.

Except that part of the above described boundary that is within a 30 foot wide strip of land in the East Half of the Northeast Quarter of said Section 15, being the public right-of-way (by use) known as Frog Hollow Road and lying 15 feet each side of, along and adjacent to the following described centerline:

From the aforesaid **REFERENCE POINT A**; thence N6°17'04"W, along the easterly line of the aforesaid Missouri State Highway 179 right-of-way line, 16.16 feet to a point in the center of said Frog Hollow Road and the **POINT OF BEGINNING** for this centerline description; thence along said centerline the following courses: easterly on a curve to the right, having a radius of 210.00 feet, an arc distance of 75.67 feet (the chord of said curve being S64°56'30"E, 75.26 feet); thence S54°37'07"E, 219.25 feet; thence easterly, on a curve to the left, having a radius of 200.00 feet, an arc distance of 114.27 feet (the chord of said curve being S70°59'14"E, 112.73 feet); thence S87°21'21"E, 174.98 feet; thence easterly, on a curve to the right, having a radius of 5000.00 feet, an arc distance of 91.26 feet (the chord of said curve being S86°49'59"E, 91.26 feet); thence S86°18'37"E, 260.00 feet; thence northeasterly, on a curve to the left, having a radius of 133.50 feet, an arc distance of 149.59 feet (the chord of said curve being N61°35'19"E, 141.89 feet); thence N29°29'14"E, 82.42 feet to a point in the center of the Frog Hollow Branch of Wears Creek (also known as Sone Creek) being the northerly boundary of the aforesaid property described by deed of record in Book 119, page 231, being common to the southerly boundary of the aforesaid property described by deed of record in Book 217, page 339 and the **POINT OF TERMINATION** for this centerline description.

Except that part of the above described boundary dedicated to the City of Jefferson for Creek Trail Drive Right-of-way by General Warranty Deed of record in Book 649, page 047, Cole County Recorder's Office.

Except that part of the above described boundary lying north of Creek Trail Drive and Frog Hollow Road.