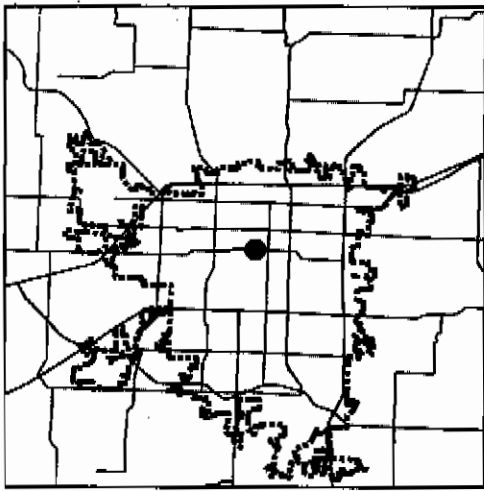


Zoning & Subdivision Report

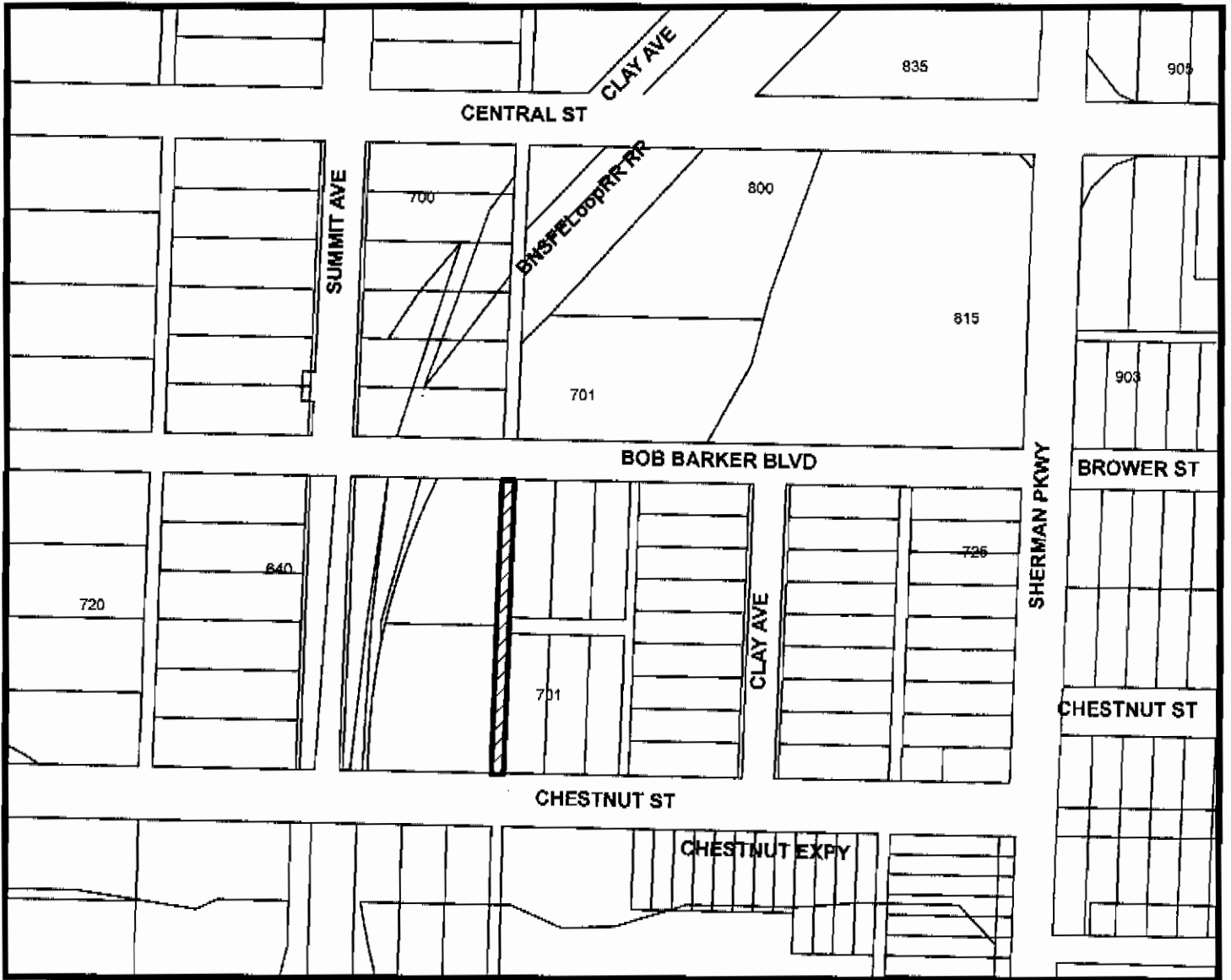
Planning & Development - 417/864-1611
840 Boonville - Springfield, Missouri 65801

Vacation 740

Location: South Side 700 block E. Bob Barker



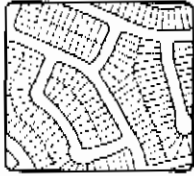
LOCATION SKETCH



- Area of Proposal



1 inch = 200 feet



Zoning & Subdivision Report

*Planning & Development Department ~ 417/864-1611
840 Boonville Avenue ~ Springfield, Missouri*

VACATION #740

DATE: August 14, 2009

PURPOSE: To vacate an alley on the side of the 700 block of Bob Barker Boulevard between Bob Barker Boulevard and Chestnut Street

BACKGROUND:

LOCATION: South of the 700 block of Bob Barker Boulevard

APPLICANT: Drury University

RECOMMENDATION:

Staff recommends **approval** of this request.

FINDINGS FOR STAFF RECOMMENDATION:

The requested Vacation meets the approval criteria listed in Attachment B.

STAFF CONTACT PERSON:

Mike MacPherson
Principal Planner
864-1198

ATTACHMENTS:

Attachment A - Background Report
Attachment B - Approval Criteria
Exhibit A - Legal Description
Exhibit B - Sketch

ATTACHMENT A
BACKGROUND REPORT
VACATION #740

APPLICANT'S PROPOSAL:

The applicant is proposing vacating an alley as it is no longer feasible for ingress and egress to the property and provides additional space for campus development.

TRAFFIC ENGINEERING COMMENTS:

Traffic Engineering has no objections to this vacation.

BUILDING DEVELOPMENT SERVICES COMMENTS:

No issues.

AT&T COMMENTS:

No objections.

CITY UTILITIES COMMENTS:

No issues

STORM WATER COMMENTS:

No comments regarding vacation of right of way.

Talked with Todd regarding retaining drainage easement across alley due to the fact that the alley is located within the flood plain. Consensus was to obtain necessary drainage easements at other stages of development.

SANITARY SERVICE:

1. Alley vacation description needs to be signed and sealed.
2. Sewer easement does not describe the area being vacated by the alley. It describes an irregular shaped easement not required by sanitary sewer.
3. Easement description and drawing both need to be signed and sealed.
4. Highlight the easement area on the drawing and label all calls mentioned in the easement description.

ADJACENT PROPERTY OWNER COMMENTS:

Thirty-eight (38) property owners are within 300 feet of this site and have been notified of this action. No one has objected to date.

STAFF COMMENTS:

1. The proposed vacation meets the approval criteria for vacating right-of-way.

ATTACHMENT B
APPROVAL CRITERIA
VACATION #740

In order to approve the vacation of a public street or alley, the Planning and Zoning Commission must make the following findings.

1. All property owners adjacent to the street, alley or public way have access to another street, alley or public way.

STAFF RESPONSE:

All property owners adjacent to the street have access.

2. The owners of two-thirds of the property adjacent to the street, alley or public way to be vacated have given their consent to the vacation.

STAFF RESPONSE:

Drury University is the owner of all adjacent property.

3. That the retention of the street, alley, public way or subdivision serves no useful purpose.

STAFF RESPONSE:

This portion of right-of-way will serve no useful public purpose once the improvement project is completed.

4. That the vacation will not affect the ability to use utilities, public or private.

STAFF RESPONSE:

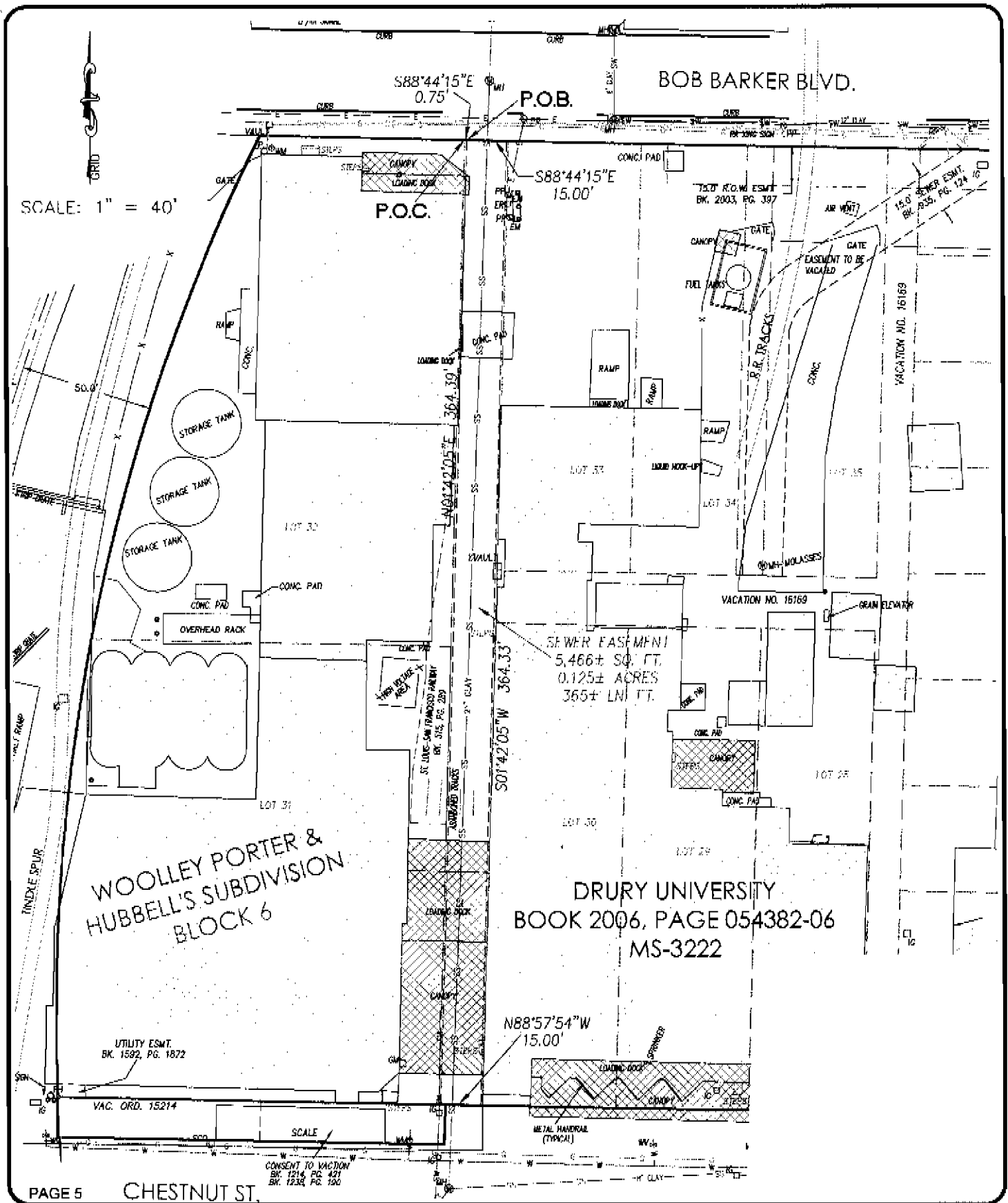
The vacation of this right-of-way will not affect the ability to use utilities as the City will retain all necessary easements and restrictions.

EXHIBIT A
LEGAL DESCRIPTIONS
VACATION #740

A TRACT OF LAND BEING ALL OF A 16.50 FOOT WIDE PLATTED ALLEY IN WOOLLEY PORTER AND HUBBELL'S SUBDIVISION AS DESCRIBED IN PLAT BOOK C, PAGE 84 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 32 IN WOOLLEY PORTER AND HUBBELL'S SUBDIVISION SAID POINT ALSO LYING ON THE SOUTH RIGHT-OF-WAY OF BOB BARKER BOULEVARD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 88°44'15" EAST, 16.50 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY, SOUTH 01°42'05" WEST, 364.33 FEET TO A POINT LYING ON THE NORTH RIGHT-OF-WAY OF CHESTNUT STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY, NORTH 88°57'54" WEST, 16.50 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY, NORTH 01°42'05" EAST, 364.39 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 29 NORTH, RANGE 22 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE. DATE OF ADJUSTMENT 2000.

CONTAINING 6,012 SQUARE FEET OR 0.138 ACRES AND 365 LINEAR FEET, MORE OR LESS.



ANDERSON A/E
ENGINEERING, INC
 ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
 2044 W. WOODLAND • SPRINGFIELD, MISSOURI 65807 • PHONE (417) 899-2741

BATES AND ASSOCIATES
15.0 FOOT SANITARY
SEWER EASEMENT SKETCH
 TINDLE MILLS, SPRINGFIELD, MO.

108417.DWG
 DRAWN BY:
 BAC
 DATE:
 6-25-09
 CLIENT NO:
 37691

SANITARY SEWER EASEMENT

THIS INDENTURE, made this 11TH day of SEPTEMBER, 2009, by and between Drury University, a BODY CORPORATE, of the County of Greene, State of Missouri, hereinafter called "Grantor" (whether singular or plural), and the City of Springfield, Missouri, a municipal corporation, hereinafter called "Grantee". The mailing address of the Grantee is: Department of Public Works, 840 Boonville, Springfield, Missouri 65802.

WITNESSETH, that said Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to said Grantor in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto the said Grantee, its successors and assigns, the following described real estate and interests in real estate in the County of Greene, State of Missouri, to-wit:

SEE EXHIBIT "A"

WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

TO HAVE AND TO HOLD the same for the purpose of constructing and maintaining a sanitary sewer system or for such other purposes hereinabove set out, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said Grantee, and unto its successors and assigns, forever; the said Grantor hereby covenanting on his part and on behalf of his heirs and assigns that said Grantor is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that said Grantor has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by Grantor or those under whom Grantor claims; and that said grantor will warrant and defend the title to the said premises unto the said Grantee and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and none.

Said Grantor further covenants on his/her part and on behalf of his/her heirs and assigns that said Grantor will not cause any building to be erected on the real estate herein conveyed without the express approve of the Grantee.

By acceptance of this conveyance, said Grantee hereby covenants on its behalf, and on the behalf of its successors and assigns, that it will for the benefit of the Grantor, his heirs and assigns, restore the real estate herein conveyed as nearly as reasonably possible to the same condition in which it existed immediately prior to any construction activity as may be done

thereon and therein from time to time, all within a reasonable time thereafter; the grantee further covenanting in this regard that it will, among other things; (1) insofar as reasonably possible cause any excavation upon the real estate to be backfilled and graded to the original grade; (2) remove, insofar as reasonably possible, all debris resulting from construction; (3) cause the re-seeding of any disturbed area; (4) use reasonable care to preserve those trees located within the easement, except those purchased by the Grantee as part of the compensation for this easement; (5) provide, at reasonable times during construction, access to the public street where any excavation upon; the real estate might otherwise interfere therewith; and (6) that it will replace any improved walkway, drive, or retaining wall damaged or destroyed by construction.

The easement shall confer on the Grantee the right to trim and/or remove all trees, shrubs bushes, plantings, and other vegetation located within the easement, except those specifically identified to be retained as shown on City Plan # NA which shall be retained, unless field conditions prevent such retention or reveal that retention is economically impractical.

The foregoing covenants shall run with the land and are binding upon Grantor and Grantor's heirs, successors and assigns.

BY SIGNING THIS INSTRUMENT, THE GRANTOR(S) INDIVIDUALLY ACKNOWLEDGED THAT THEY ARE NOT PRESENTLY EMPLOYED BY THE CITY OF SPRINGFIELD OR CITY UTILITIES OF SPRINGFIELD.

IN WITNESS WHEREOF, the said Grantor has executed the above the day and year first above written.

By: *PT. M. D.*

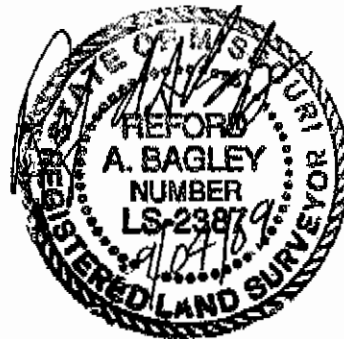
Title: *VICE PRESIDENT, CAMPUS OPERATIONS & SUSTAINABILITY*

EXHIBIT A

A 20.00 FOOT WIDE SANITARY SEWER EASEMENT LYING IN WOOLLEY PORTER AND HUBBELL'S SUBDIVISION AS DESCRIBED IN PLAT BOOK C, PAGE 84 AND SAID SANITARY SEWER EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 32 IN WOOLLEY PORTER AND HUBBELL'S SUBDIVISION SAID POINT ALSO LYING ON THE SOUTH RIGHT-OF-WAY OF BOB BARKER BOULEVARD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 88°44'15" EAST, 18.50 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY, SOUTH 01°42'05" WEST, 364.38 FEET TO A POINT LYING ON THE NORTH RIGHT-OF-WAY OF CHESTNUT STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY, NORTH 88°57'54" WEST, 20.00 FEET; THENCE NORTH 01°42'05" EAST, 364.46 FEET THE AFOREMENTIONED SOUTH RIGHT-OF-WAY OF BOB BARKER BOULEVARD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 88°44'15" EAST, 1.50 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 29 NORTH, RANGE 22 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE. DATE OF ADJUSTMENT 2000.

CONTAINING 7,288 SQUARE FEET OR 0.167 ACRES AND 365 LINEAR FEET, MORE OR LESS.



STATE OF MISSOURI
COUNTY OF GREENE SS.

ACKNOWLEDGEMENT FOR A SCHOOL

On this 11th day of September, in the year 2009
before me, a Notary Public in and for said state, personally appeared Peter P. Radecki to me known to be
the person who being by me duly sworn, did say that he/she is the President of the Board of Education of the
School District of Springfield R-12, a corporation of the State of Missouri, and that said document was signed by
authority of its Board of Directors, and said vice president acknowledged said document to be the free
act and deed of said school.

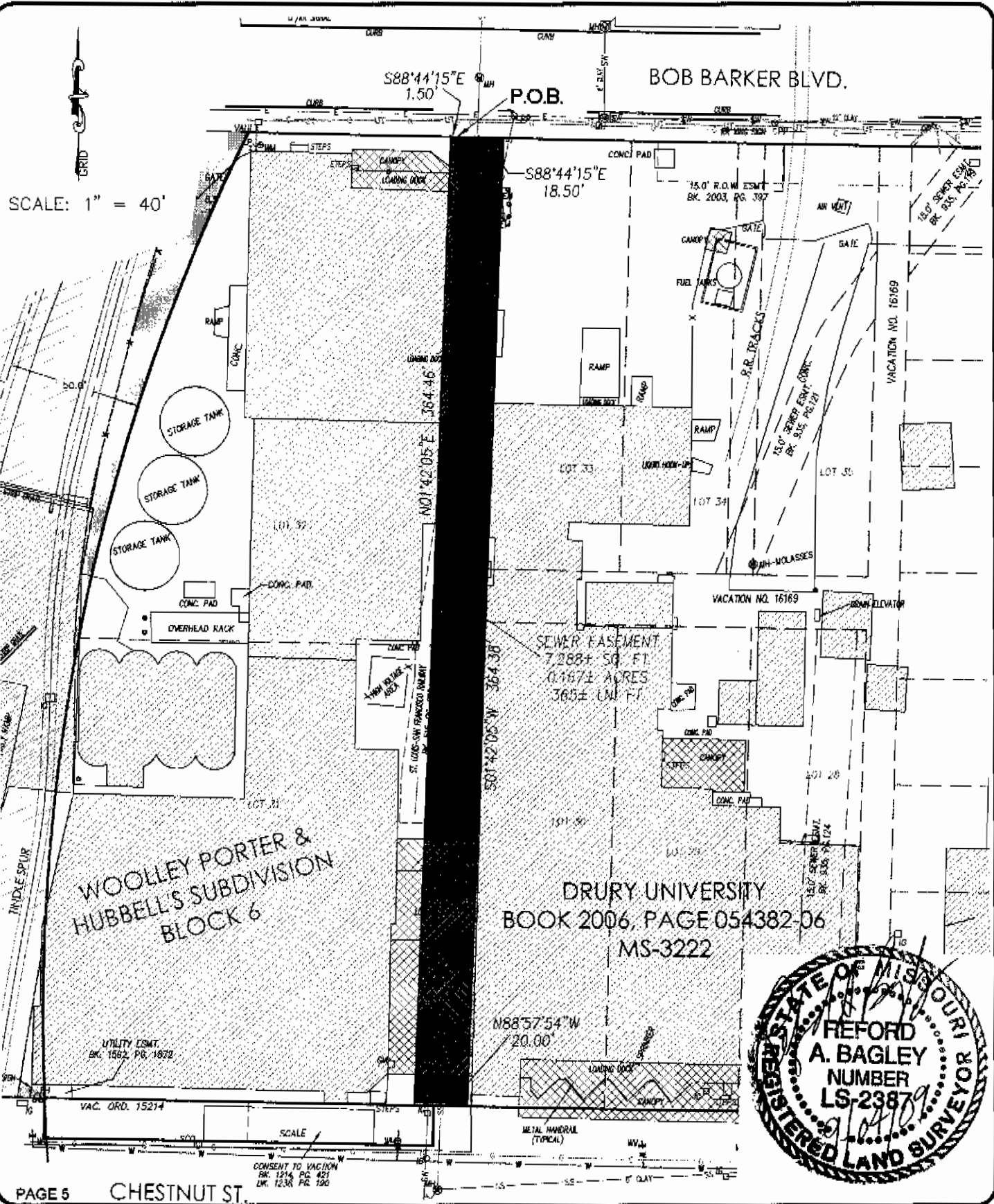
Notary Public: Karen Sue Adams

"Notary Seal"

Print Name: Karen S. Adams

KAREN SUE ADAMS
Notary Public - Notary Seal
STATE OF MISSOURI
Greene County - Comm#08473920
My Commission Expires Jan. 17, 2012





SCALE: 1" = 40'

WOOLLEY PORTER & HUBBELL'S SUBDIVISION
BLOCK 6

DRURY UNIVERSITY
BOOK 2006, PAGE 054382-06
MS-3222



PAGE 5 CHESTNUT ST.

ANDERSON ENGINEERING, INC *(A/E)*
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BATES AND ASSOCIATES
20.0 FOOT SANITARY
SEWER EASEMENT SKETCH
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108417.DWG
DRAWN BY: BAC
DATE: 8-28-09
CLIENT NO: 37691