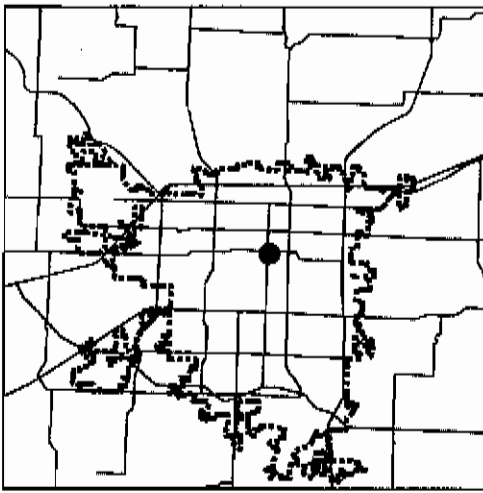


Zoning & Subdivision Report

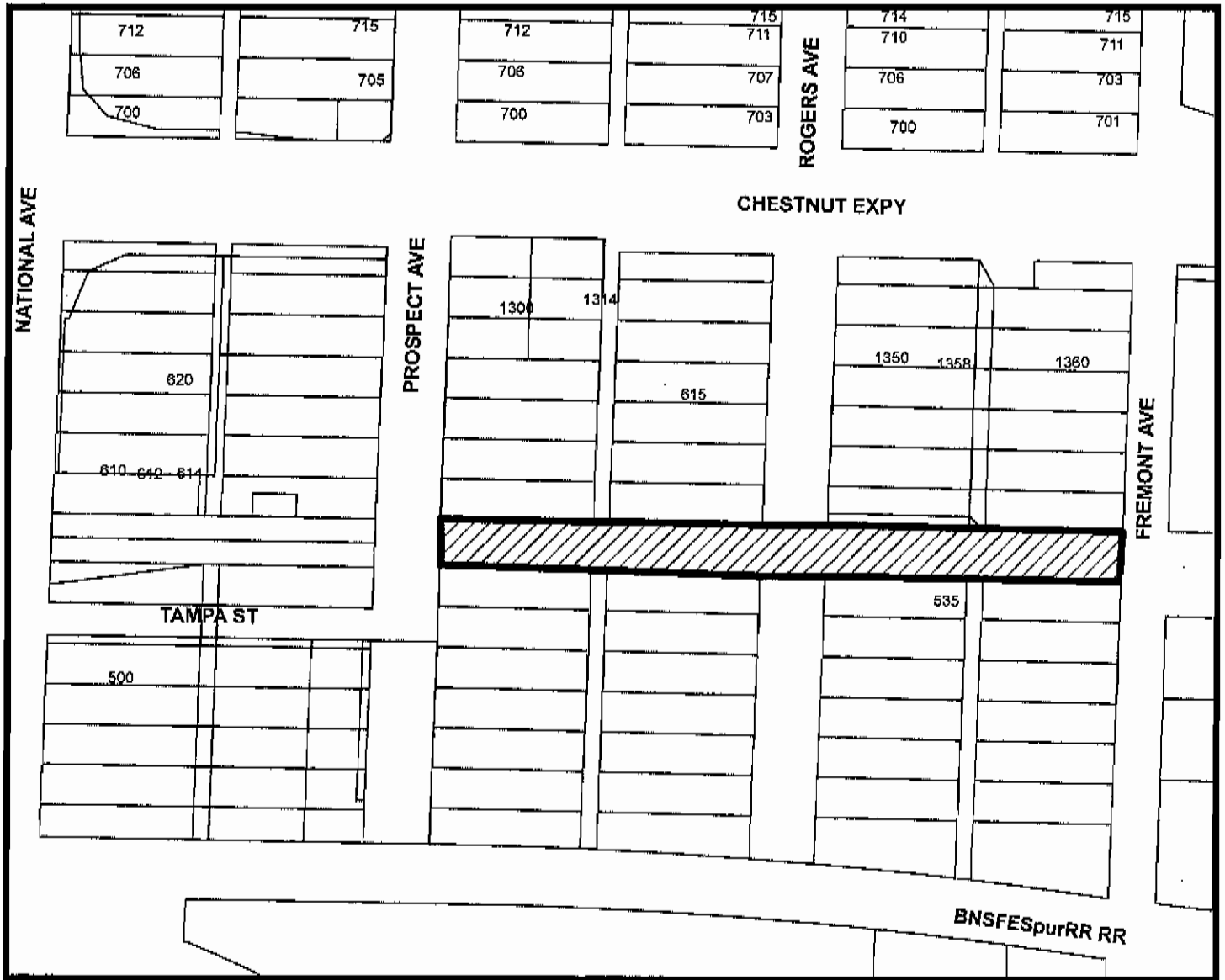
Planning & Development - 417/864-1611
840 Boonville - Springfield, Missouri 65801

Vacation 741

Location: 1300 Block of East Pine Street



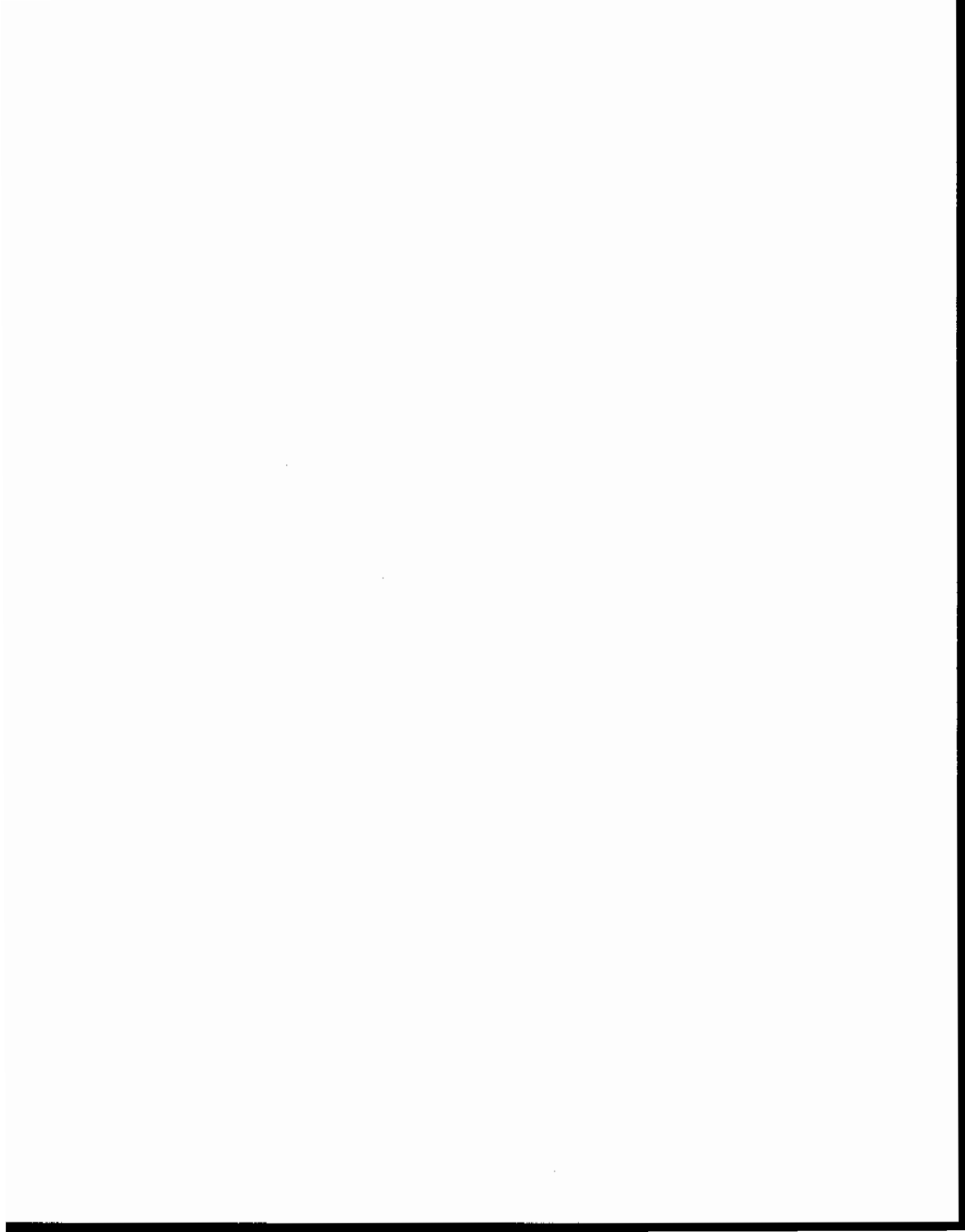
LOCATION SKETCH

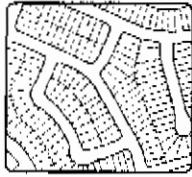


- Area of Proposal



1 inch = 200 feet





Zoning & Subdivision Report

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

VACATION #741

DATE: August 14, 2009

PURPOSE: To vacate a street at the 1300 block of unimproved East Pine Street located between Prospect Avenue and Fremont Avenue.

BACKGROUND:

LOCATION: 1300 block of E. Pine Street

APPLICANT: Star Wholesale Supply Co.

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 #741

APPLICANT'S PROPOSAL:

The applicant is requesting to vacate a small portion of unimproved E. Pine Street located near the 1300 block between Prospect Avenue and Fremont Avenue for the purpose of diverting flood waters from existing structures on adjoining properties.

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:

1. Storm water division has no objection to vacation of Pine Street.
2. Vacation of public right of way should be preceded by the dedication of a drainage easement for the right of way to be vacated.
3. Any proposed drainage improvement will require the preparation of public improvement plans.

SANITARY SERVICE:

Need to verify location of existing sewer and retain a 15' easement centered on the existing main.

ADJACENT PROPERTY OWNER COMMENTS:

Sixty-one (61) property owners are within 300 feet of this site and have been notified of this action. No one has objected to date.

STAFF COMMENTS:

ATTACHMENT B
APPROVAL CRITERIA
VACATION #741

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:

The owners of two-thirds of the property adjacent to the street have given their consent to the vacation.

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

STAFF RESPONSE:

This portion of unimproved street serves no useful purpose and will be used to implement storm water improvements to protect the adjacent structures.

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 #741

A PARCEL OF LAND LYING BETWEEN BLOCKS TWO (2), THREE (3), FIVE (5) AND SIX (6) IN BOULEVARD ADDITION, A SUBDIVISION IN PLAT BOOK C, PAGES 69 AND 70 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIN (IIP) AT THE NORTHWEST CORNER OF LOT EIGHT (8), BLOCK TWO (2) OF BOULEVARD ADDITION, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THE INTERSECTION OF PROSPECT AVENUE AND PINE STREET;
THENCE N 01°17'21" E 60' TO THE SOUTHWEST CORNER OF LOT 16 BLOCK 5 OF SAID BOULEVARD ADDITION;
SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF SAID INTERSECTION; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID PINE STREET S 89°41'20" E A DISTANCE OF 848.76' TO AN IIP AT THE SOUTHEAST CORNER OF LOT 8 BLOCK 6 SAID BOULEVARD ADDITION, SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF THE INTERSECTION OF PINE STREET AND FREMONT AVENUE;
THENCE S 01°12'44" W A DISTANCE OF 60' TO THE NORTHEAST CORNER OF LOT 1, BLOCK 3 SAID BOULEVARD ADDITION, LAST SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF LAST SAID INTERSECTION;
THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID PINE STREET N 89°35'43" W A DISTANCE OF 848.81' TO SAID POINT OF BEGINNING.
CONTAINING 50,243.5± S.F. (1.15±ACRES).
ALL LYING IN THE SOUTHWEST FRACTIONAL QUARTER (SW 1/4) OF SECTION EIGHTEEN (18), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE TWENTY-ONE (21) WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, BEING SUBJECT TO ALL EASEMENTS.
BEARING BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DATE OF ADJUSTMENT 1994.

DO NOT WRITE ABOVE THIS LINE - FOR GREENE COUNTY RECORDER OF DEEDS' OFFICE USE ONLY

CITY UTILITIES

UTILITY EASEMENT

(CU Activity No.)

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of ONE DOLLAR (\$1.00) in cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned

Grantor: Star Wholesale Supply Co., Inc, a Missouri Corporation

(hereinafter, "Grantor") does hereby grant, bargain, and convey to the CITY OF SPRINGFIELD, MISSOURI, a municipal corporation, for the use of the BOARD OF PUBLIC UTILITIES OF THE CITY OF SPRINGFIELD, MISSOURI, its successors, licensees, lessees, and assigns (hereinafter, "Grantee") a perpetual right of way and easement, with the right, privilege, and authority to Grantee to lay, locate, construct, reconstruct, repair, operate, maintain, patrol, replace, relocate, and remove lines, poles, wires, cables, fixtures, and appurtenances for the distribution and transmission of natural gas, water, and electric power and telephone, fiber optic cable, and other communications in, on, through, over, under, and across the following described land in the COUNTY OF GREENE, State of Missouri, to-wit:

See Exhibit A

together with the right, privilege, and authority to trim, cut, and remove all obstructions (including, without limitation, trees and overhanging branches) on, over, or under the easement or within five (5) feet of said poles, wires, cables, fixtures, or appurtenances. Grantee may trim trees up to an additional 5 feet beyond such distance, if beneficial to the health of the tree. Grantor further does hereby grant, bargain, and convey to Grantee the right of ingress and egress to, from, and over the above-described real estate for doing anything necessary or useful for the enjoyment of the easement herein granted, and together with all rights, privileges, and appurtenances which may be required for full enjoyment of the rights herein granted, together with the right to assign or grant partially or wholly to others the rights or license to use the easement herein granted or any part thereof for the uses and with the rights herein specified.

Grantor warrants that it has good title to the above-described premises and that there are no encumbrances which will limit or interfere with the rights granted herein to Grantee.

The Grantor, its tenants, heirs, successors, and assigns shall have the right to use and enjoy the said premises fully, except for the rights and privileges hereinbefore granted to the Grantee; provided however, that no buildings, structures, or improvements shall be erected or placed upon said easement, nor shall the terrain be altered without the prior written consent of Grantee, nor shall any other utilities be placed in on, through, over, or across the easement without Grantee's prior written consent; that the use of said premises shall at all times be subject to such acts and uses by Grantee as may be necessary for the purposes herein set forth.

IN WITNESS WHEREOF, said Grantor has hereunto set its hand and seal this ___ day of _____, 20__.

(Seal) No Seal exists for this

(Seal) Lisa N. Creed

(Seal) corporation

(Seal) Inventory Control Manager



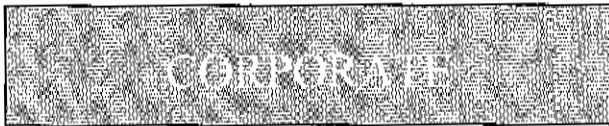
STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, a Notary Public, within and for the County and State aforesaid, personally appeared _____ to me known to be the person(s) described in, and who executed the foregoing instrument, and who severally acknowledged that they had read said instrument, and that they had executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year first above written.

Print Name: _____
Notary Public

My commission expires the _____ day of _____, 20____.



STATE OF MISSOURI)
COUNTY OF Greene) ss.

On this 1 day of October, 2009, before me, a Notary Public, within and for the County and State aforesaid, personally appeared SWAN CREED and _____, to me known to be the persons described in, and who executed the foregoing instrument, and stated they are Inventory Control Manager and _____ respectively, of Starachalock Supply Co. Inc., a corporation, and acknowledged that they executed said instrument by authority of the Board of Directors and as the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year first above written.

Deena Jones
Print Name: Deena Jones
Notary Public

My commission expires the 6 day of February, 2012.



DEENA JONES
My Commission Expires
February 6, 2012
Christian County
Commission #08469703

EXHIBIT "A"

UTILITY EASEMENT STAR WHOLESALE SUPPLY CO., INC. SPRINGFIELD, GREENE COUNTY, MISSOURI

UTILITY EASEMENT DESCRIPTION:

ALL OF THE SOUTH 10' OF THE FOLLOWING DESCRIBED VACATED RIGHT-OF-WAY WITH TRUNCATIONS AND ELONGATIONS AT POINTS OF DEFLECTION AND PARCEL BOUNDARIES TO PROVIDE A CONTINUOUS EASEMENT:

A PARCEL OF LAND LYING BETWEEN BLOCKS TWO (2), THREE (3), FIVE (5) AND SIX (6) IN BOULEVARD ADDITION, A SUBDIVISION IN PLAT BOOK C, PAGES 69 AND 70 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIN (EIP) AT THE NORTHWEST CORNER OF LOT EIGHT (8), BLOCK TWO (2) OF BOULEVARD ADDITION, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THE INTERSECTION OF PROSPECT AVENUE AND PINE STREET;
THENCE N 01°17'21" E 60' TO THE SOUTHWEST CORNER OF LOT 16 BLOCK 5 OF SAID BOULEVARD ADDITION;
SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF SAID INTERSECTION;
THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID PINE STREET S 89°41'20" E A DISTANCE OF 848.76' TO AN EIP AT THE SOUTHEAST CORNER OF LOT 8 BLOCK 6 SAID BOULEVARD ADDITION, SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF THE INTERSECTION OF PINE STREET AND FREMONT AVENUE;
THENCE S 01°12'44" W A DISTANCE OF 60' TO THE NORTHEAST CORNER OF LOT 1, BLOCK 3 SAID BOULEVARD ADDITION, LAST SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF LAST SAID INTERSECTION;
THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID PINE STREET N 89°35'43" W A DISTANCE OF 848.81' TO SAID POINT OF BEGINNING, CONTAINING 50,243.5 ± S.F. (1.15+ ACRES).
ALL LYING IN THE SOUTHWEST FRACTIONAL QUARTER (SW FRI. 1/4) OF SECTION EIGHTEEN (18), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE TWENTY-ONE (21) WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, BEING SUBJECT TO ALL EASEMENTS.
BEARINGS BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DATE OF ADJUSTMENT 1994.

PROJECT NO: HEI206081

DATE: 9/22/09 EXHIBIT PAGE 1 OF 2



535 W. Battlefield St.
Springfield, MO 65807

(417) 887-3238

FAX (417) 887-1940

<http://www.heiweb.com>

HEI@heiweb.com

Heithaus Engineering Incorporated

[Handwritten Signature]
REGISTERED LAND SURVEYOR MISSOURI
KENNETH MICHAEL HEITHAUS
NUMBER LS-1918
9/29/09

SANITARY SEWER EASEMENT

THIS INDENTURE, made this _____ day of _____, 20____, by and between Star Wholesale Supply Co., Inc., a Corporation _____, of the County of _____, State of _____, 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 840 Boonville, Springfield, Missouri 65802.

WITNESSETH, that said Grantor, in consideration of the sum of _____ Dollar(s) (\$_____) 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:

A PERPETUAL SANITARY SEWER EASEMENT BEING DESCRIBED AS FOLLOWS:

See Exhibit "A"

TO HAVE AND TO HOLD the same for the purpose of constructing and maintaining a sanitary sewer 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 the said Grantor or those under whom said Grantor claims; and that said Grantor will warrant and defend the title to said premises unto said Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever except as follows: None.

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

By acceptance of this conveyance, said Grantee hereby covenants on its behalf, and on 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 or 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) 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, including rock; (3) cause the re-seeding of any disturbed area; (4) use reasonable care to preserve those trees which are not purchased by said Grantee; (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 sever and remove all trees, shrubs, bushes, plantings, and other vegetation located within the easement.

BY SIGNING THIS INSTRUMENT, THE GRANTOR(S) ACKNOWLEDGED THAT HE IS 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.

Star Wholesale Supply Co Inc

by Lia M. Creed
Inventory Control Manager

STATE OF MISSOURI,)

) ss

ACKNOWLEDGMENT OF CORPORATION OFFICIAL

COUNTY OF GREENE)

On this 1 day of October, 2009, before me personally appeared Lia M. Creed, to be personally known, who being by me duly sworn did say that John Taylor is president of Star Wholesale Supply Co., Inc., a corporation of the State of Missouri, and that the seal affixed to foregoing instrument is the corporate seal of said

Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and said Star Wholesale Supply Co. Inc acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Mo the day and year first above written.

Deena Jones
Notary Public

My term of office expires: 2/6/2012



DEENA JONES
My Commission Expires
February 6, 2012
Christian County
Commission #08469703

EXHIBIT "A"

SANITARY SEWER EASEMENT STAR WHOLESALE SUPPLY CO., INC. SPRINGFIELD, GREENE COUNTY, MISSOURI

SANITARY SEWER EASEMENT DESCRIPTION:

A PARCEL OF LAND LYING IN VACATED PINE STREET RIGHT-OF-WAY BETWEEN BLOCKS TWO (2), THREE (3), FIVE (5) AND SIX (6) IN BOULEVARD ADDITION, A SUBDIVISION IN PLAT BOOK C, PAGES 69 AND 70 AND WITHIN A PORTION OF LOT 8 OF SAID BLOCK 2 AND THE ADJACENT VACATED ALLEY IN SAID BLOCK 2 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIN (FIP) AT THE NORTHWEST CORNER OF SAID LOT EIGHT (8), BLOCK TWO (2) OF BOULEVARD ADDITION, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THE INTERSECTION OF PROSPECT AVENUE AND PINE STREET (POB);

THENCE N 01°17'21" E A DISTANCE OF 9.69';
THENCE N 88°31'04" E A DISTANCE OF 119.67';
THENCE S 76°58'29" E A DISTANCE OF 66.42';
THENCE N 32°02'05" E A DISTANCE OF 13.77';
THENCE N 01°56'39" E A DISTANCE OF 48.00' TO THE NORTH RIGHT-OF-WAY OF SAID PINE STREET;
THENCE S 89°41'20" E A DISTANCE OF 15.01' ALONG SAID NORTH RIGHT-OF-WAY;
THENCE S 01°56'39" W A DISTANCE OF 42.47';
THENCE N 88°29'40" E A DISTANCE OF 225.38';
THENCE N 01°42'08" E A DISTANCE OF 35.32' TO THE NORTH RIGHT-OF-WAY OF SAID PINE STREET;
THENCE S 89°41'20" E A DISTANCE OF 15.00' ALONG SAID NORTH RIGHT-OF-WAY;
THENCE S 01°42'08" W A DISTANCE OF 35.06';
THENCE S 89°57'17" E A DISTANCE OF 209.85';
THENCE N 01°43'28" E A DISTANCE OF 34.08' TO THE NORTH RIGHT-OF-WAY OF SAID PINE STREET;
THENCE S 89°41'20" E A DISTANCE OF 15.00' ALONG SAID NORTH RIGHT-OF-WAY;
THENCE S 01°43'28" W A DISTANCE OF 59.62' TO THE SOUTH RIGHT-OF-WAY OF SAID PINE STREET;
THENCE N 89°35'43" W A DISTANCE OF 15.00' ALONG SAID SOUTH RIGHT-OF-WAY;
THENCE N 01°43'28" E A DISTANCE OF 10.50';
THENCE N 89°57'17" W A DISTANCE OF 217.03';
THENCE S 88°29'40" W A DISTANCE OF 236.31';
THENCE S 32°02'05" W A DISTANCE OF 22.45';
THENCE N 76°58'29" W A DISTANCE OF 75.21';
THENCE S 88°31'04" W A DISTANCE OF 118.49' TO THE EAST RIGHT-OF-WAY OF PROSPECT AVE.;
THENCE ALONG SAID EAST RIGHT-OF-WAY N 01°15'44" E A DISTANCE OF 5.33' TO SAID POINT OF BEGINNING, CONTAINING AN AREA OF 12101.7 SQ. FT., 0.28 ACRES, MORE OR LESS, AND SUBJECT TO ALL EASEMENTS AND/OR RIGHTS-OF-WAY.

PROJECT NO: HEI206081
DATE: 9/22/09 PAGE 4 OF 5



535 W. Battlefield St.
Springfield, MO 65807

(417) 887-3238
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Heithaus Engineering Incorporated

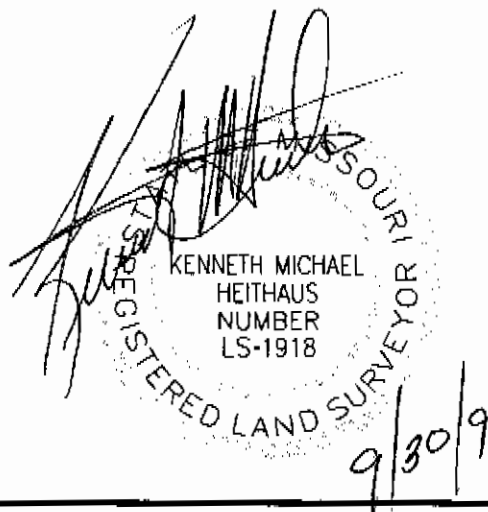
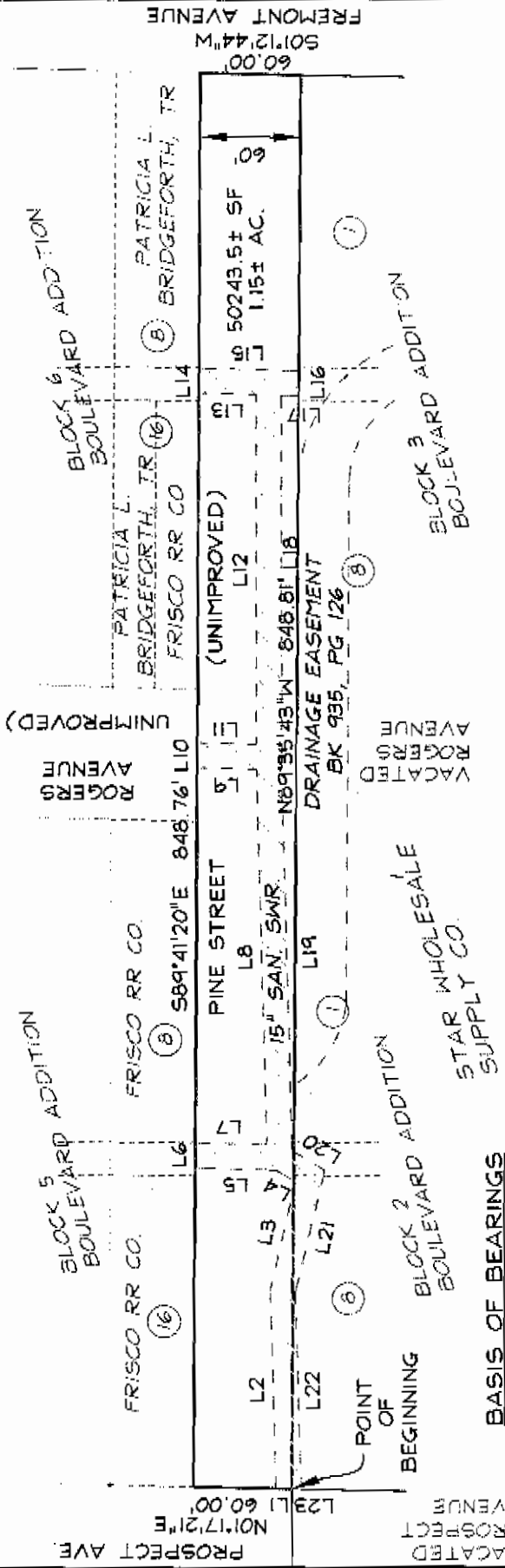
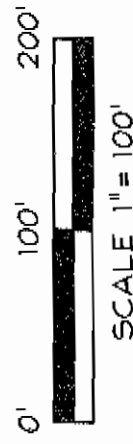


EXHIBIT "A"

SANITARY SEWER EASEMENT
 STAR WHOLESAL SUPPLY CO., INC.
 SPRINGFIELD, GREENE COUNTY, MISSOURI



LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N01°17'21"E	9.69'	L13	N01°43'28"E	34.06'
L2	N88°31'04"E	119.67'	L14	S89°41'20"E	15.00'
L3	S76°58'29"E	66.42'	L15	S01°43'28"W	59.62'
L4	N32°02'05"E	13.77'	L16	N89°35'43"W	15.00'
L5	N01°56'39"E	48.00'	L17	N01°43'28"E	10.50'
L6	S89°41'20"E	15.01'	L18	N89°57'17"W	217.03'
L7	S01°56'39"W	42.47'	L19	S88°29'40"W	236.31'
L8	N88°29'40"E	225.38'	L20	S32°02'05"W	22.45'
L9	N01°42'08"E	35.32'	L21	N76°58'29"W	75.21'
L10	S89°41'20"E	15.00'	L22	S88°31'04"W	118.49'
L11	S01°42'08"W	35.06'	L23	N01°15'44"E	5.33'
L12	S89°57'17"E	209.85'			



SCALE 1" = 100'

PROJECT NO: HEI206081
 DATE: 9/22/09 PAGE 5 OF 5

535 W. Battlefield St.
 Springfield, MO 65807
 (417) 887-3238
 FAX (417) 887-1940
<http://www.heiweb.com>
HEI@heiweb.com

Heithaus Engineering & Assoc., Inc.

{AREA ABOVE RESERVED FOR RECORDER OF DEEDS}

DRAINAGE EASEMENT

THIS INDENTURE, made this ____ day of _____, 20__, by and between Star Wholesale Supply Co., Inc., a Corporation of the County of _____, State of _____, hereinafter called "Grantor", and the City of Springfield, Missouri, a municipal corporation, hereinafter called "Grantee". The mailing address of the Grantor is _____ . The mailing address of the Grantee is the City of Springfield, Department of Public Works, 840 Boonville Ave., 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:

A PERMANENT DRIANAGE EASEMENT IN, UNDER, OVER AND THROUGH THE REAL PROPERTY MORE FULLY DESCRIBED IN EXHIBIT "A" WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE ("EASEMENT AREA").

TO HAVE AND TO HOLD said Easement Area for the purpose of constructing and maintaining an open or enclosed drainage 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 said Grantee, and unto its successors and assigns, forever; the said Grantor hereby covenanting on its part and on behalf of its successors 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 easement interest stated herein; that the said premises are free and clear of any encumbrances done or suffered by said Grantor or those under whom said Grantor claims, other than those matters of record; and that said Grantor will warrant and defend the title to said Easement Area unto 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.

Said Grantor further covenants on its part and on behalf of its successors and assigns that said Grantor will not cause any improvements to be erected on said Easement Area herein conveyed without the express approval of the Grantee, including but not limited to the following:

No drainage improvements or collection facilities shall be constructed within said Easement Area without the approval and consent of Grantee.

No buildings, structures, fill, rock or other materials shall be placed within said Easement Area, nor shall the drainage pattern be otherwise altered by raising or lowering the elevation of the land encumbered by the easement in any manner which shall impede or divert the passage of stormwater or surface water from the point of its entry into said Easement Area from the higher adjoining property to the point of its discharge therefrom into the lower adjoining property.

Grantor, its successors and assigns, agree to maintain said Easement Area and in a functional condition and shall have full and complete responsibility for repair and maintenance of the easement, including mowing, and removal of brush and debris, or any other accumulated materials which interfere with the operation of the stormwater conveyance system, but excluding the responsibility for the repair and/or maintenance of any stormwater conveyance system improvements now or hereafter located thereon. If Grantor, or Grantor's successors or assigns shall fail to maintain said Easement Area or alterations made by such persons, in a reasonably functional condition, Grantee may enter the Property and do all things necessary to restore and maintain said Easement Area, the reasonable cost of which work shall be a personal obligation and liability of the then owner of the tract subject to this easement, and upon the recording of a statement thereof with the Recorder of Deeds, shall also constitute a lien against said Property which shall run with the land until satisfied and released.

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

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 Grantor, Grantor's successors and assigns, restore said Easement Area 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; Grantee further covenanting in his regard that it will, among other things: (1) insofar as reasonably possible cause any excavation upon said Easement Area 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 said Easement Area; (5) provide, at reasonable times during construction, access to the public street where any excavation upon said Easement Area 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 Grantee the right to trim and/or remove all trees, shrubs, bushes, plantings, and other vegetation located within said Easement Area, except those specifically identified to be retained as shown on City Plan # None which shall be

retained, unless field conditions prevent such retention or reveal that retention is economically impractical and removal of same is approved by Grantee in writing.

Grantor shall retain all rights to the use and occupancy of said Easement Area subject to the easement herein given.

The easement granted in this indenture is limited to the uses and purposes herein before expressed and for no other purpose whatsoever.

GRANTOR ACKNOWLEDGES BY SIGNING THIS INSTRUMENT THAT NONE OF GRANTOR'S MEMBERS ARE PRESENTLY EMPLOYED BY THE CITY OF SPRINGFIELD, MISSOURI OR CITY UTILITIES OF SPRINGFIELD.

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

GRANTOR:

Name: Star Wholesale Supply Co Inc.
By: Lisa N. Creed
Title: Inventory Control Manager

STATE OF MISSOURI)
) SS
COUNTY OF GREENE)

CORPORATE ACKNOWLEDGMENT

On this 1 day of October, 2009, before me, a Notary Public in and for said state, personally appeared Lisa N. Creed, a person known to me, in his/her capacity as Inventory Control mgr of Star Wholesale Supply Corporation, who executed the within document, on behalf of said company and acknowledged to me that he/she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Mo the day and year first above written.

"Notary Seal"

Notary Public: Deena Jones

Print Name: Deena Jones



DEENA JONES
My Commission Expires
February 6, 2012
Christian County
Commission #08468703

EXHIBIT "A"

DRAINAGE EASEMENT STAR WHOLESALE SUPPLY CO., INC. SPRINGFIELD, GREENE COUNTY, MISSOURI

DRAINAGE EASEMENT DESCRIPTION:

ALL OF THE FOLLOWING DESCRIBED RIGHT-OF-WAY WITH TRUNCATIONS AND ELONGATIONS AT POINTS OF DEFLECTION AND PARCEL BOUNDARIES TO PROVIDE A CONTINUOUS EASEMENT:

A PARCEL OF LAND LYING BETWEEN BLOCKS TWO (2), THREE (3), FIVE (5) AND SIX (6) IN BOULEVARD ADDITION, A SUBDIVISION IN PLAT BOOK C, PAGES 69 AND 70 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIN (EIP) AT THE NORTHWEST CORNER OF LOT EIGHT (8), OF SAID BLOCK TWO (2) OF BOULEVARD ADDITION, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THE INTERSECTION OF PROSPECT AVENUE AND PINE STREET; THENCE N 01°17'21" E 60' TO THE SOUTHWEST CORNER OF LOT 16 BLOCK 5 OF SAID BOULEVARD ADDITION;

SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF SAID INTERSECTION; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID PINE STREET S 89°41'20" E A DISTANCE OF 848.76' TO AN EIP AT THE SOUTHEAST CORNER OF LOT 8 BLOCK 6 SAID BOULEVARD ADDITION, SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF THE INTERSECTION OF PINE STREET AND FREMONT AVENUE;

THENCE S 01°12'44" W A DISTANCE OF 60' TO THE NORTHEAST CORNER OF LOT 1, BLOCK 3 SAID BOULEVARD ADDITION, LAST SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF LAST SAID INTERSECTION;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID PINE STREET N 89°35'43" W A DISTANCE OF 848.81' TO SAID POINT OF BEGINNING, CONTAINING 50,243.5 ± S.F. (1.15+ ACRES).

ALL LYING IN THE SOUTHWEST FRACTIONAL QUARTER (SW 1/4) OF SECTION EIGHTEEN (18), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE TWENTY-ONE (21) WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, BEING SUBJECT TO ALL EASEMENTS.

BEARINGS BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DATE OF ADJUSTMENT 1994.

PROJECT NO: HEI206081
DATE: 9/30/09 PAGE 4 OF 5



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Heithaus Engineering Incorporated

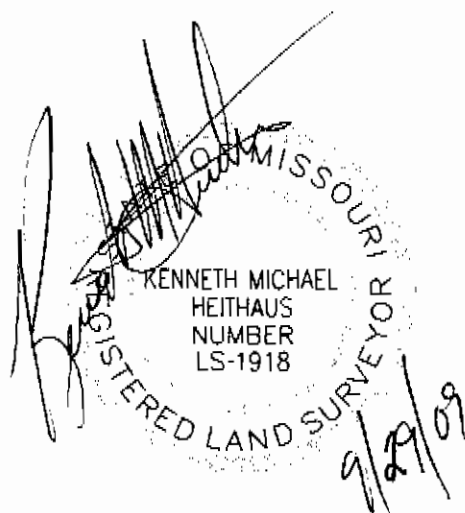
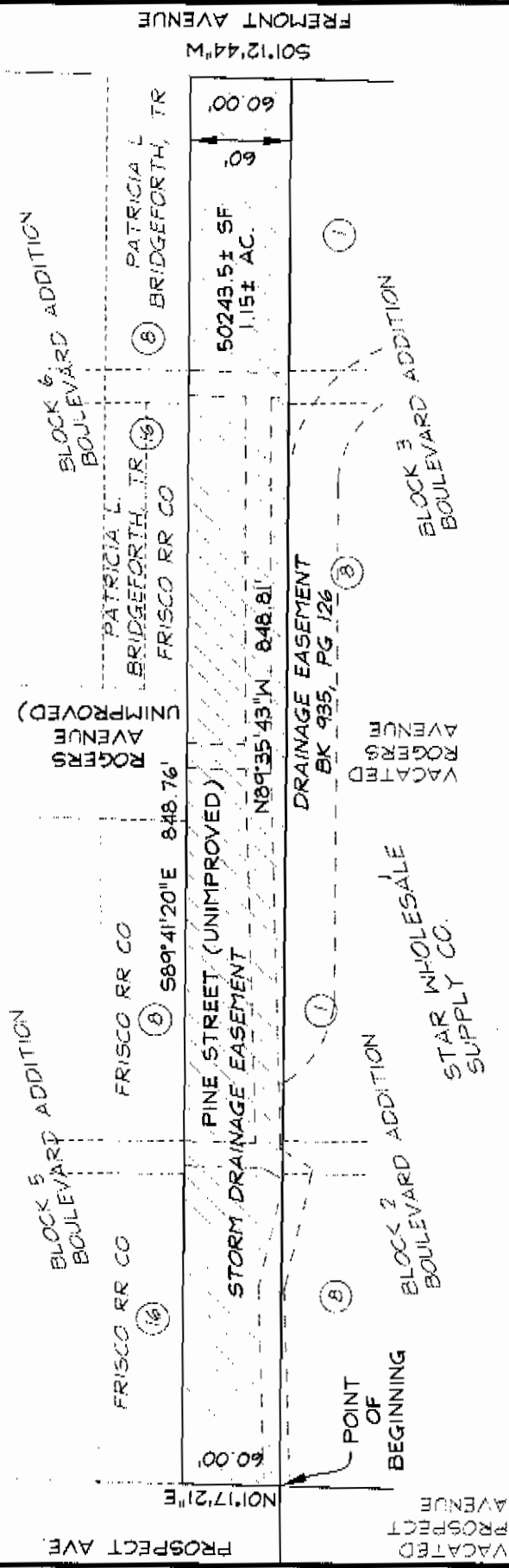


EXHIBIT "A"

DRAINAGE EASEMENT
STAR WHOLESale SUPPLY CO., INC.
 SPRINGFIELD, GREENE COUNTY, MISSOURI



BASIS OF BEARINGS
 STATE PLANE COORDINATES
 0' 100' 200'
 SCALE 1" = 100'

PROJECT NO: HEI206081
 DATE: 9/30/09 PAGE 5 OF 5

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