

CITY OF WILLARD, MISSOURI

224 W. Jackson Street P.O. Box 187 Willard, MO 65781 417-742-3033 417-742-3080 Fax



MEETING AGENDA AND PACKET

PLANNING AND ZONING COMMISSION

Regular Meeting

May 25, 2021

7:00 p.m.

Willard Community Building

222 W. Jackson, Willard, MO

PLANNING AND ZONING MEMBERS

Alderman Baird

Terry Kathcart, Chairman

Valorie Simpson, Secretary

Mayor Samuel Snider

Jose Casanova, Vice-Chairman

Mike McCroskey

Jeff LaMontia

Burnis Coleman

Randy Brown, Director of Development

www.cityofwillard.org

CITY OF WILLARD
PLANNING AND ZONING
REGULAR MEETING
May 25, 2021
7:00 P.M.

Notice posted on May 20, 2021

Notice is hereby given that the City of Willard, Planning and Zoning will conduct a regular meeting at 7:00 p.m., May 25, 2021 at the Willard Community Building, 220 W. Jackson, Willard, MO.

The tentative agenda of this meeting includes:
PLEDGE OF ALLEGIANCE

1. Call the meeting to order.
2. Roll Call.
3. Agenda Amendments/Agenda Approval.
4. Approval of the Minutes from the Meeting February 23, 2021.
5. Citizen Input.
6. Public Hearing on rezoning application for 105 Willey.
7. Discussion/Vote to rezone 105 Willey.
8. Public Hearing for ATM Square Sketch Plan Phase 3.
9. Discussion/Vote on ATM Square Sketch Plan Phase 3.
10. Discussion/Vote on Final Plat and Final Development Plan for West Ridge Subdivision.
11. Public Hearing for changes to Land Development Regs Ch. 400 regarding Floodplain Administrator.
12. Discussion/Vote on changes to the Land Development Regs Ch. 400 regarding Floodplain Administrator.
13. New Business.
14. Unfinished Business.
15. Adjourn.

REPRESENTATIVES OF THE NEWS MEDIA MAY OBTAIN COPIES OF THIS NOTICE BY CONTACTING:

Jennifer Rowe
224 W. Jackson
Willard, Missouri 65781
(417)742-5302

CITY OF WILLARD, MISSOURI
PLANNING AND ZONING
REGULAR MEETING
February 23, 2021
7:00 P.M.

Staff present: City Clerk, Jennifer Rowe; and, Director of Development, Randy Brown.

City Attorney Ken Reynolds was not present.

Citizens present: Jared Rasmussen, Stu Stenger, Mr. and Mrs. Hoffman.

Meeting opened by Chairman Terry Kathcart at 7:00 P.M.

Roll Call

Present: Mayor Hendrickson, Jeff LaMontia, Jose Casanova, Valorie Simpson, Terry Kathcart, Mike McCroskey, Alderman Whitman and Burnis Coleman.

Approval of Agenda

Motion was made by Mayor Hendrickson with a second by Terry Kathcart to approve the Agenda. Motion carried with a vote of 8-0. Voting aye: Mayor Hendrickson, Jeff LaMontia, Jose Casanova, Valorie Simpson, Terry Kathcart, Mike McCroskey, Alderman Whitman and Burnis Coleman.

Approval of the Minutes from the Meeting December 22, 2020.

Motion carried with a vote of 8-0. Voting aye: Mayor Hendrickson, Jeff LaMontia, Jose Casanova, Valorie Simpson, Terry Kathcart, Mike McCroskey, Alderman Whitman and Burnis Coleman.

Citizen Input.

None.

Public Hearing on Preliminary Plat and Preliminary Development Plan for Hoffman Hills.

Mayor Hendrickson opened the Public Hearing on the Preliminary Plat and Preliminary Development Plan for Hoffman Hills at 7:03 p.m.

Jared Rasmussen (550 E. St. Louis Street, Springfield) stated he was here on behalf of the developer to answer any questions the Commission may have. He informed the Commission that the only thing missing was the updated Traffic Study due to the weather. This would be completed before the Board of Aldermen meeting. Terry Kathcart suggested that they consider using Granite for the Construction vehicles instead of driving through Fox Creek Subdivision to access the site. Jose Casanova discussed the HOA and asked if the Developer would retain the ability to make changes to the Covenants and Restrictions once the HOA was in place. Mr. Rasmussen stated that once the final lot is sold, the HOA would be in full control. Mr. Kathcart then requested that it be stated up front when individuals are purchasing the lots that there would be an HOA, as that was not the case in other subdivisions.

No other citizens wished to speak so Mayor Hendrickson closed the Public Hearing at 7:10 p.m.

Discussion/Vote on the Preliminary Plat and Preliminary Development Plan for Hoffman Hills.

Mr. Brown discussed the Preliminary Plat and Preliminary Development Plan for Hoffman Hills. Discussion was made on the traffic study.

Motion was made by Valorie Simpson and seconded by Jose Casanova to approve the Preliminary Plat and Preliminary Development Plan for Hoffman Hills and require the updated traffic study to be completed before the approval by the Board of Aldermen. Motion carried with a vote of 8-0. Voting aye: Mayor Hendrickson, Jeff LaMontia, Jose Casanova, Valorie Simpson, Terry Kathcart, Mike McCroskey, Alderman Whitman and Burnis Coleman.

New Business.

Mr. Brown updated the Commission on the new Sporting Goods store opening soon. Discussion was then made on potential new residential development by the Goodwyns.

Unfinished Business.

Mr. Brown informed the Commission that there will be a pre-construction meeting for CMH this Thursday. He then updated them on West Ridge Subdivision, Miller Road and Proctor Road.

Mr. Kathcart stated that he was told Auto Zone was looking for a place to build.

Discussion was also made on a new location for Springfield Strapping and Packaging.

Adjourn.

Motion was made by Mike McCroskey and seconded by Mayor Hendrickson to adjourn. Motion carried with a vote of 8-0. Voting aye: Mayor Hendrickson, Jeff LaMontia, Jose Casanova, Valorie Simpson, Terry Kathcart, Mike McCroskey, Alderman Whitman and Burnis Coleman.

Meeting adjourned at 7:32 p.m.

Valorie Simpson, Secretary

Terry Kathcart, Chairman

CITY OF WILLARD, MISSOURI

224 W. Jackson Street P.O. Box 187 Willard, MO 65781 417-742-3033 417-742-3080 Fax



Agenda Item# ~~10~~ 7

Discussion/Vote to rezone 105 Willey.

Background Report for Rezoning request 105 Willey

Date: May 17, 2021

Applicant: John & Sandy Eagleburger

Address: 105 Willey Street Willard, Mo. 65781

Present Zoning: R-3 Multi Family Residence District

Requested Zoning: C-1 Neighborhood Business District

Background Summary: In early April the owner contacted City Staff to discuss the possibility and requirements for rezoning the above-mentioned property. The owners indicated that if they decided to sale it would maximize or increase the value of the property. Staff researched the request and determined that C-1 Neighborhood Business District would be appropriate and compatible with the surrounding properties in the immediate vicinity.

Staff contacted the owner and advised them of the process and the owner submitted the application and payment along with the other required information. Staff has included supporting documentation for your consideration and review.

Staff Recommendation: Staff ask for your consideration to approve the request as presented and recommend to the Board of Aldermen to change the zoning designation at 105 Willey Street from R-3 Multifamily Residence District to C-1 Neighborhood Business District.

If you have any questions or concerns about this request, feel free to contact me at City Hall.

Randy Brown
Director of Development



City of Willard

Zoning Case No. 20210422
Application Date 4/22/2021
Application Fee \$300.00

Paid by card 4/22/2021

**APPLICATION
ZONING CHANGE (REZONING)**

We, the undersigned, ask the City of Willard, Missouri Board of Aldermen to approve a zoning change as requested in this application on the tract of land described below. We attest to the truth and correctness of all facts and information presented with this application and agree to pay all advertising and mail notification costs for the public hearings as required by the *Willard Land Development Regulations*. The City of Willard is authorized to prepare and publish all required legal advertising and mail notifications, the cost of which is to be billed to the name listed below for payment.

Present Zoning Classification R-3 Residential Requested Zoning Classification C-1 Commercial

Legal Description of Property Requested to be Rezoned (attach additional sheet if needed):

Street Address or Other Common Property Description 105 Willey, Willard MO

Property Owner's Name(s) John + Sandra Eagleburger

If corporation, Corporate Official Name and Seal: SESSDP LLC

Mailing Address PO Box 672 Willard MO 65781

Telephone Number 417-742-1777 Fax Number —

PROPERTY OWNER'S SIGNATURE:

[Handwritten Signature]
(Not necessary if there is an authorized representative. Authorized representative must sign below).

AUTHORIZED REPRESENTATIVE:

I hereby certify that I am authorized to represent all of the property owners of the above described tract in this application. A power of attorney is attached.

Name _____ Signature _____

Address _____ Telephone _____

BILL ADVERTISING AND NOTIFICATION COSTS TO:

Name John + Sandra Eagleburger Telephone 417-689-2301

Address 22798 Lawrence 2040 Ash Grove MO 65604

QUESTIONS ON REZONING APPLICATION

(Attach additional sheets if necessary)

1. What is the current use of the property? Daycare & Preschool

2. Why are you requesting a change in zoning? to sell as commercial property in the future

3. Are there any deed restrictions or restrictive covenants that would affect the use of this property? If so, what are they?
No

4. Has a rezoning ever been requested for this property in the past by the current owner? What zoning classification was requested and when?
No

5. If the rezoning is approved, does the applicant intend to develop the property?
No

APPLICATION CHECKLIST

ZONING CHANGE (REZONING)

City of Willard, Missouri

This checklist is provided to help you make sure that you submit everything that is required for a complete rezoning application. The application must be complete and all items listed on the checklist must accompany the application or this case will not be processed. The application must be submitted no later than 4:00 p.m. to the Willard City Hall, 30 working days prior to the Planning and Zoning Commission public hearing at which the request for rezoning will be heard. Contact the City Clerk at the telephone number below for filing deadlines and meeting dates.

| | |
|--|---|
| APPLICATION FORM: | |
| | List the current zoning classification of the property. |
| | List the zoning classification you are requesting. See the <i>Land Development Regulations, Article V</i> , for specific zoning district classifications. |
| | Provide the legal description of the property to be rezoned. You may attach the legal description on a separate sheet. |
| | List the current property owner's name, address, and telephone number. If a corporation, list the corporate official and include the corporate seal. |
| | Current property owner must sign the application unless there is an authorized representative. If authorized representative, include power of attorney. |
| | List the name and address for billing the legal advertising and mail notices for the public hearings before the Planning Commission and Board of Aldermen. |
| | Provide an answer to questions 1-5 on the application. |
| APPLICATION FEE: | |
| | Include \$300.00 application fee for zoning application. Applicant also responsible for advertising and notification costs for public hearings. |
| PROPERTY OWNERS NOTIFICATION: | |
| | Provide a list of property owners' names and addresses within 185 feet of the area to be rezoned that has been compiled from the records of the Greene County Assessor's Office or prepared by a title company authorized to issue title policies in the State of Missouri. |
| | Provide an addressed, stamped (not metered) business envelope for every property owner listed on the property owners' list. |
| <p>Note: The Planning and Zoning Commission <u>shall not</u> forward its recommendation to the Board of Aldermen when the applicant or the applicant's agent does not appear at the public hearing to provide evidence regarding the request for a change in zoning classification. Also, final action by the Board of Aldermen shall not be taken until the applicant has reimbursed the City for the costs of advertising and mail notifications to adjacent property owners.</p> | |

Submit Applications To:
 Willard City Hall
 224 W. Jackson, PO Box 187
 Willard, MO 65781
 (417) 742-3033

For mail delivery, use the post office box address
 For hand delivery or parcel delivery, use the street address

Greene County Real Estate Tax Detail**Tax Year: 2019****EAGLEBURGER, JOHN H**

TAX ID Number: 88-07-23-403-006

PIN: 119237 (For Internet Payments)

Location Address:

105 W WILLEY STAcres: **0.5659****Assessed Value*:** **Market Value*:**

*Provided by the Assessor's office

| | | | |
|--------------|----------------------|--------------|--------------------|
| Agricultural | | Agricultural | |
| Commercial | 46,750.00 | Commercial | 146,100.00 |
| Residential | | Residential | |
| | Total Assessed Value | | Total Market Value |
| | 46,750.00 | | 146,100.00 |

Assessed Value x Levy = Tax Due

| District: | Levy: | Tax Amt: |
|----------------------------------|----------------|-----------------|
| Willard R2 Schools | 4.1284 | \$1,930.03 |
| City of Willard | 0.4802 | \$224.49 |
| Willard Fire | 0.7323 | \$342.35 |
| City-County Library | 0.2413 | \$112.81 |
| Community Technical College | 0.1990 | \$93.03 |
| County General Revenue | 0.1177 | \$55.02 |
| County Road and Bridge | 0.1177 | \$55.02 |
| County Senior Citizens' Services | 0.0489 | \$22.86 |
| County Developmental Disability | 0.0463 | \$21.65 |
| State of Missouri | 0.0300 | \$14.03 |
| Commercial Sur-Tax | 1.0400 | \$486.20 |
| | <u>7.1818%</u> | |

On Time Amount Due

\$3,357.49**Legal Description:**

WILLARD IRR .47A M/L SW1/4 SE1/4 LY S OF RR & HWY
23/30/23 (EX BEG 30 FT N NW COR NW1/4 N 336.5 FT
NELY 80 FT SELY 149.7FT S 279 FT W TO BEG) & (EX BEG
130.75 FT W & 29.22 FT N SE

**Pay online! CountyCollector.com***As promised: Now accepting credit and debit cards!**Bank fee will apply: 1.5% for debit and 2.15% for credit**Don't like the fee? Neither do I. Pay by e-check with no fee!**-Leah Betts***Before you mail:**

- Proofread statement for accuracy.
- Print Tax ID number(s) on your check.
- Make any address corrections on back of return portion of bill.
- Carefully cut or tear along the line and return the bottom portion of the bill.

Please return bottom portion of this statement with your payment.

Chapter 400. Land Development Regulations

Article V. Zoning District Regulations

Section 400.440. "R-3" Multi-Family Residence District.

[Ord. No. 020227 §1(5.5), 2-27-2002; Ord. No. 050711 §1, 7-11-2005]

- A. *Permitted Uses.* The "R-3" Multi-Family Residence District is designed for multi-family residential developments at up to twelve (12) dwelling units per acre. The following uses are permitted in the "R-3" District:
1. Single-family dwellings existing at the time the district is mapped.
 2. Duplexes.
 3. Multi-family dwellings.
 4. Town houses.
 5. Family day care and group day care homes.
 6. Custodial group homes and residential group homes.
 7. Boarding, rooming and lodging houses.
 8. Residential, intermediate and skilled nursing care facilities.
 9. Bed and breakfasts.
 10. Churches and other places of worship, including parish houses and Sunday schools, but excluding rescue missions and overnight shelters.
 11. Schools, elementary and secondary, or development centers for elementary and secondary school-age children with handicaps or developmental disabilities on a minimum of five (5) acres of land.
 12. Public and private parks, playgrounds, community buildings and golf courses, excluding miniature golf courses and driving ranges.
 13. Accessory uses in accordance with Article **VI**, Section **400.520**.
 14. Temporary uses in accordance with Article **VI**, Section **400.530**.
 15. Home occupation in accordance with Article **VI**, Section **400.540**.
 16. Public utilities and governmental buildings, including transformer stations, pumping stations, lift stations, water reservoirs, standpipes, elevated and ground level water storage tanks, but excluding office buildings, garages and shops, loading yards and warehouses.

17. Type I and II wireless facilities, in accordance with Article VI, Section 400.600.

18. Accessory apartments in owner-occupied, single-family detached dwellings.

B. *Conditional Uses.* The following uses may be permitted as conditional uses subject to the provisions of this Chapter and approval by the Board of Aldermen.

1. Museums, libraries and art galleries.

2. Cemeteries on a minimum of ten (10) acres of land.

3. Day care centers.

4. Fire stations and Police stations.

5. Type III wireless facilities in accordance with Article VI, Section 400.600, provided wireless towers sixty (60) feet or greater in height allow collocation of at least one (1) additional provider's facilities.

6. Other towers and related facilities existing at the time the district is mapped, provided any modifications are made in accordance with Article VI, Section 400.600(C).

C. *Minimum Lot Size, Bulk And Open Space Requirements.*

| | Minimum Lot Area |
|--------------------------|-------------------------------------|
| Duplex dwellings | 5,000 square feet per dwelling unit |
| Multi-family dwellings | 3,000 square feet per dwelling unit |
| All other permitted uses | 15,000 square feet |

| | Minimum Lot Width |
|--|--------------------------|
| Dwellings | 70 feet |
| Duplexes | 80 feet |
| All other permitted and conditional uses | 100 feet |

| | Minimum Lot Depth |
|--------------------------|--------------------------|
| Duplexes | 125 feet |
| All other permitted uses | 140 feet |

| | Maximum Structure Height |
|---------------------|---------------------------------|
| Principal structure | 35 feet |
| Accessory structure | 16 feet |

| | Minimum Yard Requirements |
|-------------------------------------|--|
| Front yard | 30 feet, 25 feet for duplexes. |
| Rear yard | 40 feet, 25 feet for duplexes. |
| Side yard | 10 feet for duplex dwellings, 15 feet for other uses. On corner lots, side yard setback shall be 20 feet on the side next to a street. |
| Maximum lot coverage | 40%, 50% for duplexes. |
| Dwellings, minimum first floor area | 500 square feet per dwelling unit |

D. *Minimum Open Space.* Not less than twenty percent (20%) of the total lot area shall be devoted to open space including required yards and buffer yards. Open space shall not include areas covered by buildings, parking areas, driveways or internal streets.

E. *Design Requirements.*

1. Unless exempted by Section **400.340(C)**, a site plan meeting the requirements of Article **XIV** shall be submitted and approved for all uses.
2. A landscaping plan meeting the requirements of Article **VIII** shall be submitted and approved for all uses except single-family dwellings.
3. All off-street parking and vehicular use areas permitted for non-residential uses shall be screened from all residential uses in accordance with Article **VIII**.
4. Refuse storage areas, storage for maintenance, mechanical and electrical equipment or other equipment incidental to uses except for single-family dwellings and duplex dwellings shall be screened from view.
5. Off-street parking and vehicular use areas shall be provided in accordance with Article **IX**.

Section 400.460. "C-1" Neighborhood Business District.

[Ord. No. 020227 §1(5.7), 2-27-2002; Ord. No. 021111 §1, 11-11-2002]

A. *Permitted Uses.* The "C-1" Neighborhood Business District is designed to permit small areas of convenience shopping facilities in and near residential neighborhoods. The following uses are permitted in the "C-1" District:

1. Bakeries, delicatessens and meat markets with on-premises sales.
2. Convenience store, which shall include gasoline sales, but shall not permit repair facilities for motor vehicles.
3. Day care center.
4. Governmental buildings and uses.
5. Laundry and dry cleaning self-service.
6. Residential, intermediate or skilled nursing care facilities.
7. Personal services such as barber or beauty shop, dressmaking, tailoring, shoe repair, household appliance repair and other similar uses.
8. Police and fire stations.
9. Public or private parks, playgrounds and golf courses, excluding miniature golf and driving ranges
10. Type I and II wireless telecommunications facilities in accordance with Article **VI**, Section **400.600**.
11. Public utilities and governmental buildings, including transformer stations, pumping stations, lift stations, public water reservoirs, standpipes and elevated and ground level water storage tanks, but excluding office buildings, garages and shops, loading yards and warehouses.
12. Accessory uses in accordance with Article **VI**, Section **400.520**.
13. Temporary uses in accordance with Article **VI**, Section **400.530**.
14. Residential uses existing at the time the district is mapped.

B. *Conditional Uses.* The following uses may be permitted as conditional uses subject to the provisions of this Chapter and approval by the Board of Aldermen.

1. Type V wireless telecommunications facilities in accordance with Article VI, Section **400.600**.
2. Other towers, exceeding one hundred (100) feet in height, and related facilities, provided the maximum height does not exceed two hundred (200) feet; only one (1) tower is permitted on a lot and all other provisions of Article VI, Section **400.600** are met.

C. *Use Limitations.*

1. No new residential structures shall be constructed in the "C-1" Neighborhood Business District. Existing residential structures may be altered, remodeled or improved subject to the restrictions and regulations applicable to residences in the "R-3" Multi-Family Residence District.
2. All business, servicing, storage and display of materials and goods, except for off-street parking and loading, shall be conducted within completely enclosed structures.
3. No manufacturing, processing or treating of products other than that which is clearly incidental and essential to retail business shall be conducted and all such products shall be sold at retail on the premises.
4. No separate business establishment shall occupy more than five thousand (5,000) square feet of floor space.
5. No business establishment shall offer goods or services to customers waiting in parked motor vehicles (drive-through).

D. *Lot Size, Bulk And Open Space Requirements.*

| | |
|-------------------|------|
| Minimum lot area | None |
| Minimum lot width | None |
| Minimum lot depth | None |

Maximum Structure Height

| | |
|--------------------------|---------|
| Principal structure | 30 feet |
| Accessory structure | 16 feet |
| Maximum floor area ratio | 0.40 |

Minimum Yard Requirements

| | |
|---|--|
| Front yard | 25 feet, except that on corner lots, 1 of the 2 front yards may be reduced to not less than 15 feet. |
| Rear yard | 20% of the lot depth or 10 feet, whichever is greater, provided that no more than 25 feet shall be required. |
| Side yard | None |
| Maximum building coverage, including accessory structures | 40% |

E. *Open Space Requirements.* Not less than twenty percent (20%) of the total lot area shall be devoted to open space including required yards and buffer yards. Open space shall not include areas covered by buildings or structures, parking, loading and other paved areas and internal streets. Open space shall contain living ground cover.

F. *Design Requirements.*

1. A site plan meeting the requirements of Article **XIV** shall be submitted and approved for all uses.
2. All development shall meet the buffer yard and landscaping requirements in accordance with Article **VIII**.
3. All off-street parking, vehicular use and loading areas shall be screened from residential uses in accordance with Article **VIII**.
4. Refuse storage areas, storage for maintenance, mechanical and electrical equipment or other equipment incidental to uses shall be screened from view.
5. All buildings in the "C-1" District shall be constructed using materials, textures and colors that are compatible with and similar in nature to surrounding residential development.
6. Lighting shall be designed so as to reflect away from adjacent residential districts. All development shall meet the buffer yard and landscaping requirements in accordance with Article **VIII**.
7. Off-street parking, vehicular use areas and loading areas shall be provided in accordance with Article **IX**.

Section 400.470. "C-2" General Business District.

[Ord. No. 020227 §1(5.8), 2-27-2002; Ord. No. 021111 §1, 11-11-2002]

- A. *Permitted Uses.* The "C-2" District is designed for those business and commercial uses that draw their customers from motorists on the highway or for whom location on a highway or arterial street is necessary. The district also provides for the location of commercial activities that involve outdoor storage of materials and goods. The following uses are permitted in the "C-2" General Business District:
1. All uses permitted in the "C-1" Neighborhood Commercial District.
 2. Agricultural implement sales and service.
 3. Arcades and game rooms, bowling alleys, theaters, skating rinks and other such similar places of commercial entertainment, provided that no such building or premises is closer than one hundred (100) feet to the boundary of any residence district.
 4. Banks and financial institutions, including automatic teller machines and drive-through facilities.
 5. Boat sales and rental.
 6. Car wash.
 7. Clinics, dental laboratories and similar medical service facilities.
 8. Funeral home.
 9. Greenhouse, nursery or garden stores, on-premises sales permitted.
 10. Health and fitness centers, including dance studios.
 11. Hardware, home improvement and builder supply stores.
 12. Heating, air-conditioning and plumbing stores.

13. Library, museum, art gallery and similar uses.
14. Liquor store and tavern.
15. Manufactured home sales and rental, but not including the use of a manufactured home as a residence.
16. Monument sales, outside storage permitted.
17. Motels and hotels, when located on a State or Federal highway.
18. New or used automobile, recreational vehicle or motorcycle sales and service facilities, outside storage permitted, but excluding the wrecking of motor vehicles.
19. Offices, clerical, research and services not related to goods and merchandise, such as offices of attorneys, physicians, engineers, accountants, insurance agents, stock brokers, travel agents, telecommunications and Internet services and government.
20. Off-street parking facilities.
21. Pest control services.
22. Public and private parks, playgrounds and golf courses, including miniature golf courses and driving ranges.
23. Restaurants, including drive-in facilities.
24. General retail sales and rental of goods, merchandise and equipment.^[1]
[1] *Editor's Note: Former Subsection (A)(25), regarding personal self-service storage facilities, which immediately followed, was repealed 12-20-2018 by Ord. No. 181220E. Remaining Subsections were renumbered from (A)(26) — (A)(34) to (A)(25) — (A)(33).*
25. Residential dwellings existing at the time the district was mapped.
26. Service stations or gas stations, including repair shops.
27. Schools, professional, business and trade.
28. Veterinarian, animal hospital or kennel, provided that no such building, kennel or exercise runway is closer than three hundred (300) feet to the boundary of any residence district.
29. Towers, other than wireless facilities, less than one hundred (100) feet in height and related facilities, provided telecommunication towers comply with Article VI, Section 400.600.
30. Type I wireless facilities in accordance with Article VI, Section 400.600.
31. Type III wireless facilities in accordance with Article VI, Section 400.600, provided wireless towers sixty (60) feet or greater in height allow collocation of at least one (1) additional provider's facilities.
32. Type IV wireless facilities in accordance with Article VI, Section 400.600, provided wireless towers are set back from any residential district at least two (2) feet for every one (1) foot of tower height and allow collocation of at least one (1) additional provider's facilities or at least two (2) additional provider's facilities if the tower height is one hundred twenty (120) feet or greater.
33. Water reservoirs, water standpipes and elevated and ground-level water storage tanks.

- 34. (Reserved)
- 35. Medical marijuana dispensaries.
[Ord. No. 190923, 9-23-2019]
- 36. Medical marijuana testing facility.
[Ord. No. 190923, 9-23-2019]

B. *Conditional Uses.* The following uses are permitted as conditional uses, subject to the provisions of this Chapter and approval by the Board of Aldermen.

- 1. Substance abuse treatment facilities.
- 2. Rescue missions, overnight shelters, half-way houses.
- 3. Recreational vehicle parks, subject to the provisions of Article VI, Section 400.610.
- 4. Personal self-service storage facilities, provided that there shall be no outdoor storage.
[Ord. No. 181220E, 12-20-2018]

C. *Lot Size, Bulk And Open Space Requirements.*

| | |
|--------------------------|---------|
| Minimum lot area | None |
| Minimum lot width | None |
| Minimum lot depth | None |
| Maximum structure height | 45 feet |
| Maximum floor area ratio | 1.0 |

Minimum Yard Requirements

| | |
|--|---------|
| Front yard | 25 feet |
| Rear yard | None |
| Side yard | None |
| Maximum building coverage (including accessory structures) | 50% |

D. *Open Space Requirements.* Not less than twenty percent (20%) of the total lot area shall be devoted to open space including required yards and buffer yards. Open space shall not include areas covered by buildings or structures, parking, loading and other paved areas and internal streets. Open space shall contain living ground cover.

E. *Design Requirements.*

- 1. A site plan meeting the requirements of Article XIV shall be submitted and approved for all uses.
- 2. All development shall meet the buffer yard and landscaping requirements in accordance with Article VIII.
- 3. All off-street parking, vehicular use and loading areas shall be screened from residential uses in accordance with Article VIII.
- 4. Refuse storage areas, storage for maintenance, mechanical and electrical equipment or other equipment incidental to uses shall be screened from view.
- 5. Lighting shall be designed so as to reflect away from adjacent residential districts.

6. All parking and loading areas shall be provided in accordance with the requirements set forth in Article IX.
 7. All outdoor storage, except the storage of motor vehicles in operating condition, shall be enclosed by screening. Off-street parking and loading spaces and the storage of motor vehicles in operating condition shall be enclosed when such use abuts a residence district or is separated from a residence district by only an alley.
- F. Standard For Medical Marijuana Dispensary And Testing Facilities. No building shall be constructed, altered or used as a medical marijuana dispensary or testing facility without complying with the following regulations of this Subsection:
[Ord. No. 190923, 9-23-2019]
1. Distance Requirement. No medical marijuana dispensary or testing facility shall be located within three hundred (300) feet of a then-existing elementary or secondary school, or child day-care center. Measurements shall be made from the center threshold of the main public entrances of such premises by the most direct walking route. There shall be no distance requirement for a church.
 2. On-Site Usage Prohibited. No marijuana may be smoked, ingested, or otherwise consumed on the premises of a medical marijuana dispensary or testing facility building.
 3. Hours Of Operation. All sales or distribution of medical marijuana and any other products at medical marijuana dispensaries shall take place between the hours of 8:00 A.M. and 10:00 P.M.
 4. Display Of License Required. The medical marijuana dispensary or testing facility license issued by the State of Missouri shall be displayed in a prominent place in plain view near the front entrance of the facility.
 5. Zoning Limitations. Medical marijuana dispensaries or testing facilities shall be limited to the C-2 General Business District located in the City of Willard.
 6. Site Plan Review. Any plans for a medical marijuana dispensary or testing facility shall meet the requirements of Article III, Section 400.340, and Article XIV, Section 400.1160, of the Willard Municipal Code and all related building codes currently adopted by the City of Willard.
 7. Waste generated by facilities shall be disposed of in accordance with requirements promulgated by the Department of Health and Senior Services and other applicable Federal, State and local laws, whichever shall be more restrictive, to prevent exposure to the public or create a nuisance.
 8. Odor Control. No facility shall emit any odor of marijuana which is capable of being smelled by a person of ordinary senses outside of the boundary of the lot on which the facility is located. If a facility is located in a multiple-tenant building, the facility shall not emit any odor of marijuana which is capable of being detected by a person of ordinary senses outside of the tenant space in which the facility is located.

PUBLIC NOTICE

Notice is hereby given that the Willard Planning and Zoning Commission shall meet on May 25, 2021 at 7:00 p.m. and the Willard Board of Aldermen shall meet on June 14, 2021 at 7:00 p.m. at the Willard Community Building, 220 W. Jackson, to conduct a public hearing to consider the Re-Zoning request for John and Sandy Eagleburger from R-3 to C-1. The parcel involved is 0723403006 otherwise known as 105 Wiley Street. The Board will take public comments at this meeting. If you are unable to attend this meeting, you are welcome to send any comments in support of, in opposition to, or general inquiries regarding this request for the Re-Zoning of 105 Wiley Street to Jennifer Rowe, City Clerk at:

City of Willard
P.O. Box 187
Willard, MO 65781
(417) 742-5302
clerk@cityofwillard.org

If you have special needs, which require accommodation, please notify City personnel at City Hall. Accommodations will be made for your needs. Representatives of the news media may obtain copies of this notice by contacting the City Clerk at the information above.

Planning and Development

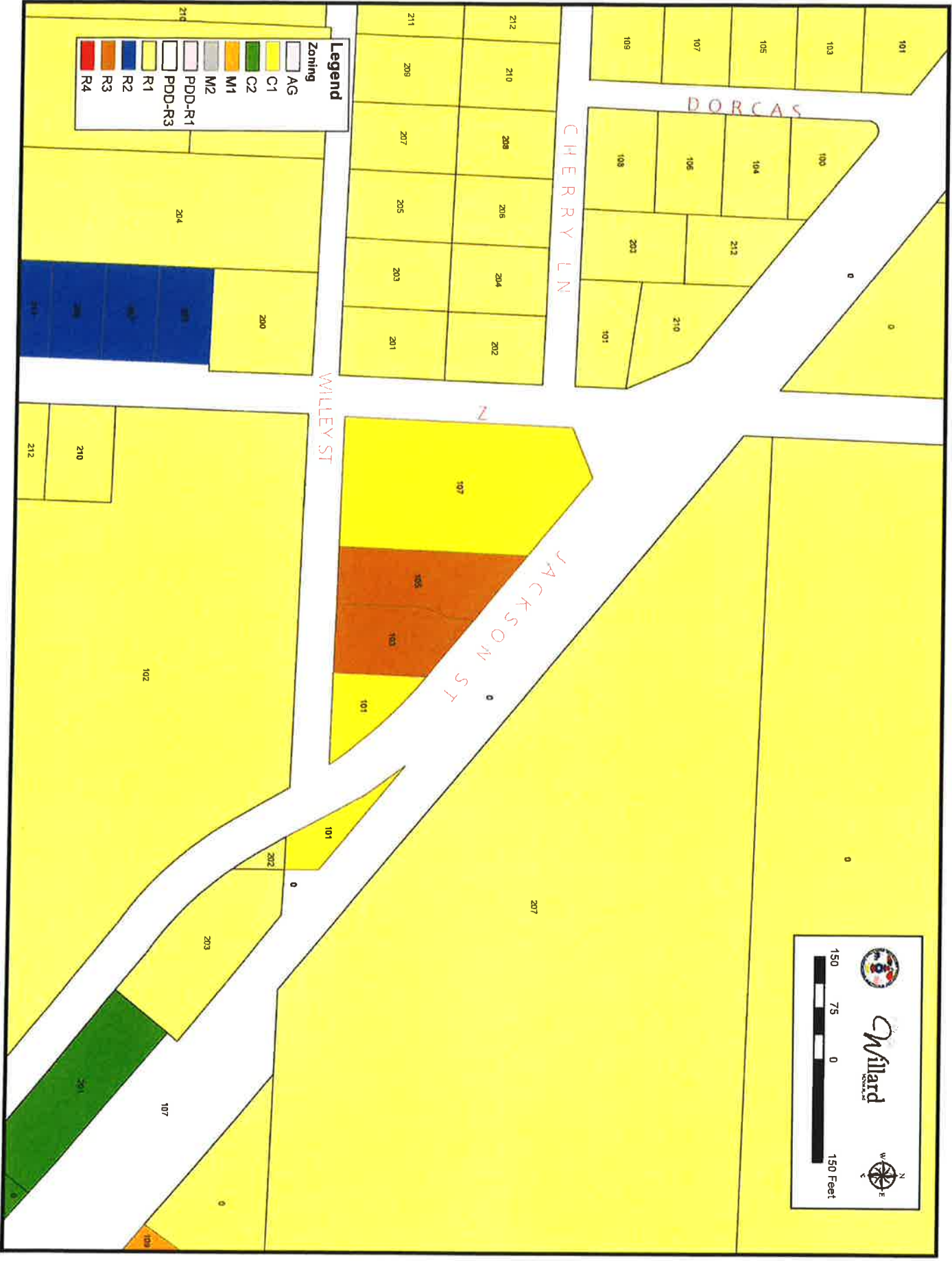
From: Willard Clerk
Sent: Friday, May 7, 2021 1:36 PM
To: Planning and Development
Subject: 105 Wiley letters

Hey Randy, I received a message from a Susan asking about the letter she received about 105 Wiley. She is curious if they told you their intentions with the property once it is rezoned. Can you give her a call? 417-459-8209

Thank you!

Jennifer Rowe, MRCC

City Clerk / Director of Emergency Management
224 W. Jackson
PO Box 187
Willard, MO 65781
(417) 742-5302



Legend

| Zoning | Color |
|--------|--------------|
| AG | Light Yellow |
| C1 | Yellow |
| C2 | Light Green |
| M1 | Orange |
| M2 | Light Grey |
| PDD-R1 | White |
| PDD-R3 | Light Yellow |
| R1 | Yellow |
| R2 | Blue |
| R3 | Orange |
| R4 | Red |

150
75
0
150 Feet

Willard

N
E
S
W

CITY OF WILLARD, MISSOURI

224 W. Jackson Street P.O. Box 187 Willard, MO 65781 417-742-3033 417-742-3080 Fax



Agenda Item# 4

Discussion/Vote on ATM Square Sketch Plan Phase 3.



Subdivision Case No. :
Application Date: April 7, 2021
Application Fee: Residential-\$100.00
Commercial-\$100.00
PDD- \$100.00

**CITY OF WILLARD, MO
SKETCH PLAN FOR
MINOR/MAJOR SUBDIVISION**

We, the undersigned, request the City of Willard, Missouri Planning and Zoning Commission to approve the sketch plan for the proposed minor/major subdivision as described in the attachment to this application, and attest to the truth and correctness of all facts and information for the proposed subdivision presented in this application.

General Description of Property Location: Proposed ATM Commercial Subdivision Phase III

Property Owner's Name ATM Square, LLC

If corporation, Corporate Official: Matt W Kelley, Member

Mailing Address P.O. Box 712 Willard, MO 65781

Telephone Number (417) 846-5360 Fax Number _____

PROPERTY OWNER'S SIGNATURE(S):

(If corporation, signature of corporation official)

Matt W Kelley, Member

Background Report for ATM Commercial Subdivision Phase III Sketch Plan

Date: MAY 17, 2021

Applicant: ATM Square, L.L.C.

Tract size: 16.08 Acres

Total # of lots: 10

Current Zoning: C-2, R-1

Proposed Zoning: Planned Development District- Mixed Use

Surrounding Land Uses: North - Commercial

South – R-1 Single Family Residence

East – R-1 Planned Development / C-2 mixed use

West – R-2 Duplex Two Family Residence District

History: The owner has applied for an application to move forward with the final phase of his development. This phase will consist of three (3) commercial lots, one (1) Multi-family lot and six (6) Single -Family lots for a total of ten (10) lots. This phase is in conjunction with the ongoing CLOMR – (Conditional Letter of Map Revision) that has been approved by FEMA several years ago and has never been completed resulting in building permits being held up on the Gauge Crossing Subdivision. The developer has indicated that the CLOMR will be completed in full and that Proctor Road will be completed during this phase. Staff has sent the sketch plan submittal to Algier Martin Engineering for their review and has provided their information/ comments for your review. On May 17, 2021-6:00pm. a neighborhood meeting was held at the Willard Community Building to give the surrounding property owners a chance to voice concerns. Staff has included the minutes of that meeting along with other supporting documentation for your information and consideration of this plan. Utilities will need to be extended, possibly relocated and updated to serve this phase, additional sidewalks will be required along New Melville along with other necessary road improvements such as increasing the box culvert capacity at New Melville (this was agreed by the developer at the last phase approval), re-alignment of Watson or re-design of the cul de sac to serve lot #4. These improvements should be at no cost to the City and should be required to be completed along with the CLOMR before any Final Plat approvals are given.

Since this is a Planned Development proposal a lot more of the required information (Engineering Reports) shall be included with the Preliminary Plan and Plat submittal, providing this sketch plan is approved or approved with modifications.

Staff has researched the files on this development dating back to 2012 when a Preliminary Plat was submitted that was never completed (one lot was final platted- Lot 2) and has determined at that time it was the developers intent to provide common space and a buffer (detention basin) along the southern portion of the property. At that time a street was proposed to go north from New Melville connecting to Watson for traffic circulation. The original intent of the development was to be Commercial thus, rezoning occurred from R-3 to C-2 on the new proposed tract (Lot 4). Staff has included a copy of the recorded CCR'S and a Restrictive Building Agreement Easement that includes the approved preliminary plat which shows this information. Staff contacted the developer on 5-18-21 to discuss concerns about past approvals and expectations and the developer insisted to move forward with the proposed plan. One concern is the density of the R-3 development, the developer has indicated that they would request the maximum density allowed for R-3 Zoning which is up to 12 dwelling units per acre. Another concern is that the developer would follow thru with the completion of the CLOMR F. This involves not only the construction per approved design but also the application and certification to FEMA so that the affected properties will be removed from the flood plain including the lots on the west side of Gauge Street.

This is an opportunity for additional growth and development but is also compounded by a multitude of complex issues because of the floodplain and traffic impact this development would have on the adjacent properties if approved as proposed.

If you have any questions or concerns, feel free to contact me at City Hall prior to the meeting.

**Randy Brown
Director of Development
City of Willard, Mo.**

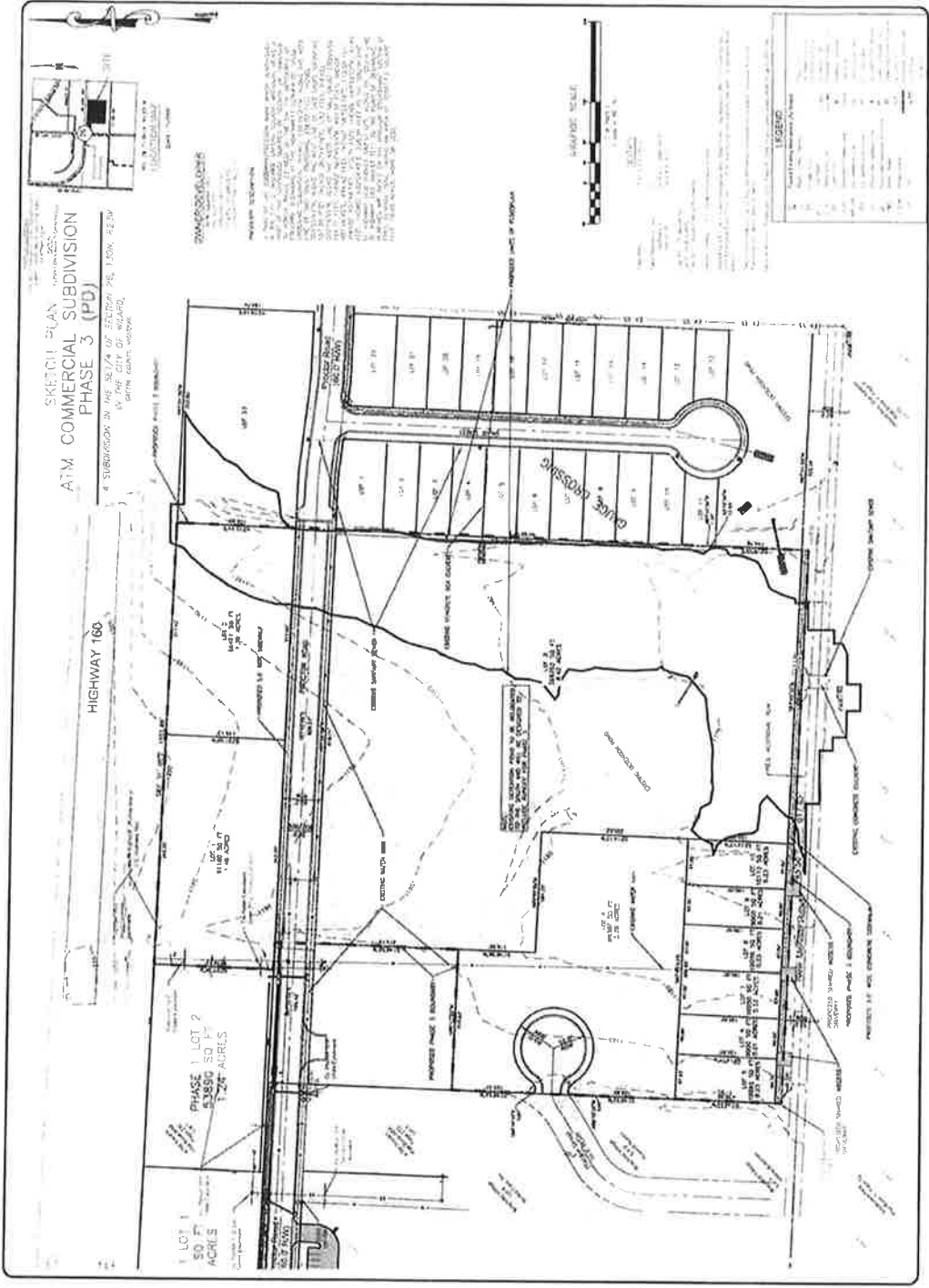
| | |
|------|----|
| DATE | BY |
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| | |

ATM COMMERCIAL SUBDIVISION
 PHASE 3
 WILARD, MISSOURI
 SKETCH PLAN

STAZER ENGINEERING
 CONSULTING CIVIL ENGINEERS
 1000 N. W. 10th St.
 Ft. Lauderdale, FL 33304
 (954) 576-1111



| | | |
|-----|------|----------|
| NO. | DATE | REVISION |
| 1 | | |
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SKETCH PLAN
 ATM COMMERCIAL SUBDIVISION
 PHASE 3 (PDJ)
 A SUBDIVISION IN THE SE1/4 OF SECTION 36, T15N, R22W
 IN THE CITY OF WILARD,
 DEWITT COUNTY, MISSOURI



PROPOSED NOTES

1. THIS SKETCH PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION OR RECORDING PURPOSES WITHOUT THE APPROVAL OF THE CITY ENGINEER AND THE MISSOURI DEPARTMENT OF REVENUE.

2. THE CITY ENGINEER AND THE MISSOURI DEPARTMENT OF REVENUE SHALL BE RESPONSIBLE FOR THE REVIEW AND APPROVAL OF THIS SKETCH PLAN.

3. THE ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROPOSED IMPROVEMENTS.

4. THE ENGINEER SHALL BE RESPONSIBLE FOR THE OBTAINMENT OF ALL NECESSARY PERMITS AND APPROVALS.

5. THE ENGINEER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE PROPOSED IMPROVEMENTS.

6. THE ENGINEER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

7. THE ENGINEER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPING.

8. THE ENGINEER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING HISTORIC STRUCTURES AND SITES.

9. THE ENGINEER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING CULTURAL RESOURCES.

10. THE ENGINEER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING NATURAL RESOURCES.

11. THE ENGINEER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING WETLANDS AND WATER RESOURCES.

12. THE ENGINEER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING AIR QUALITY AND NOISE LEVELS.

13. THE ENGINEER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SOIL QUALITY AND EROSION CONTROL.

14. THE ENGINEER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING PUBLIC SAFETY AND SECURITY.

15. THE ENGINEER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING COMMUNITY CHARACTER AND QUALITY OF LIFE.



LEGEND

| | |
|-----------------------------|-----------------------|
| Proposed Road | Proposed Lot |
| Proposed Building Footprint | Proposed Driveway |
| Proposed Utility | Proposed Easement |
| Proposed Right-of-Way | Proposed Encroachment |
| Proposed Setback | Proposed Fencing |
| Proposed Landscaping | Proposed Lighting |
| Proposed Signage | Proposed Security |
| Proposed Access | Proposed Egress |
| Proposed Entry | Proposed Exit |
| Proposed Parking | Proposed Loading |
| Proposed Unloading | Proposed Storage |
| Proposed Office | Proposed Warehouse |
| Proposed Retail | Proposed Industrial |
| Proposed Residential | Proposed Commercial |
| Proposed Public | Proposed Private |
| Proposed Open Space | Proposed Water |
| Proposed Sewer | Proposed Stormwater |
| Proposed Gas | Proposed Electric |
| Proposed Telecommunications | Proposed Other |

ATM Commercial Phase 3
Neighborhood Meeting
May 17, 2021
6:00 pm

Staff present: Director of Development, Randy Brown; Planning Assistant, Abigail Brixey.

Citizens in attendance: Matt Kelley, Steve Hill, Albert Shockley, Derek Triggs, Sam Baird, Larry Whitman.

Steve Hill - questioned the previous meeting discussion that there would be a dedicated greenspace along New Melville that would not be developed.

Matt Kelley - believed it was about a 100' strip that is now being proposed as a shared use of 150' along new Melville for residential and greenspace. The idea for it is to be a buffer between the proposed commercial and existing residence along new Melville.

Discussion between Matt Kelley, Steve Hill and Albert Shockley continued for the understanding and clarification of the original intended use of the most southern strip of the property, and what the current vision and plan that is being proposed.

Albert Shockley - concerned about downstream neighbors to this development since there are already flood issues at New Melville.

Matt explained the development requires engineered calculations for the stormwater and a portion of the property will have a dedicated area for that water to be detained at.

Albert Shockley was still concerned about the impact this development would have on the downstream residence. Matt Kelley explained that there will be improvements required by the City, just like for Gauge Crossing had a detention facility built that designed to hold the rainwater for that subdivision.

Steve Hill - stated he was worried about the additional traffic impact this development will have on New Melville since there are already speeders and stop sign violators.

Albert Shockley agreed and thought he remembered previous proposals showing a street connecting Proctor Road to New Melville.

Matt reviewed the current sketch plan showing there are 6 single family homes being planned along New Melville, and a Multi-Family unit at the end of Watson, which are the impacts this development would have to New Melville. The commercial portion of the development would use Proctor Rd. Matt also explains his opinion that the finishing of Proctor Rd. will potentially decrease the traffic on New Melville since it will be a through street from AB Highway to Miller Road; giving more convenience to drivers to get to the grocery store without accessing busy Highway 160.

Derek Triggs asked what the timeline looked like for the construction of this development. Matt confirmed the final section of Proctor Rd will be completed making it a through street, there will be a cul-de-sac constructed, and public improvements/infrastructure will be put in before buildings are constructed.

Randy explained the planning timeline as the current stage of the Sketch Plan with two public hearings coming up, then begins the Preliminary Plat/Plan process, finishing with the Final Plat/Plan.

Planning and Development

From: John Forrester <John.Forrester@amce.com>
Sent: Wednesday, April 28, 2021 3:21 PM
To: Planning and Development
Subject: FW: Revised Sketch Plan Phase III
Attachments: ATM Phase 3 SKETCH PLAN.pdf

Randy,

This is a follow up to our discussion this morning concerning the revised Sketch Plan for ATM Commercial Subdivision, Phase 3 (PD) in Willard. We offer the following comments to our April 19, 2021 comment email to you. Item numbers below reference our April 19, 2021 comments.

1. Addressed
2. Addressed
3. Addressed
4. Addressed
5. Lot sizes will be below the City's current minimum lot size and will be indicated in the Planned Development proposal.
6. The configuration and/or location of the proposed cul-de-sac will need to coincide with appropriate extension of Watson Street to Lot 4. Current indicated location will not provide adequate connection geometry. It may be necessary to vacate and added roadway ROW on Watson Street to accomplish an appropriate extension of Watson Street to Lot 4.
7. All runoff from the development will need to be routed to an acceptable stormwater detention basin. Existing detention basin is being proposed to be relocated to the southeast corner of the subdivision. Please note, the this locates the detention basin with the current proposed floodplain.
8. Size of detention basin will be adjusted to accommodate Phase III of the subdivision.
9. A CLOMAR is being developed as part of Phase III that will remove the indicated (proposed) floodplain from R-1 Lot 10. Otherwise, the R-1 lots will need to be reduced in number.
10. The City accepts direct access to the proposed R-1 lots from New Mellville Road. Inclusion of "Shared Access Driveway" to New Mellville Road is not recommended. Shared access driveway will not reduce the impact to traffic flow on New Mellville Road since the same number of vehicles will be present. We foresee potential conflicts between property owners with shared access driveways. Additionally, the indicated shared access driveway serving Lot's 7 and 8 is located on top of the City watermain.

Please note that a cursory review of the Property Description indicated several discrepancies between the plan view and description. We recognize that the property description is not required for the Sketch Plan submittal, so this note is only as a point of information for future submittals requiring the property description.

Let us know if you have any questions.

Thanks,
Allgeier, Martin and Associates, Inc.

John K. Forrester, P.E.

From: John Forrester <John.Forrester@amce.com>
Sent: Wednesday, April 28, 2021 2:29 PM
To: John Forrester <John.Forrester@amce.com>
Subject: FW: Revised Sketch Plan Phase III

Planning and Development

From: Matt Kelley <MattK@freedombk.com>
Sent: Tuesday, April 20, 2021 1:46 PM
To: Planning and Development
Subject: RE: Willard - ATM Commercial Sub - Phase 3

Randy,

Per our discussion this morning, we are planning on taking Phase III through as a planned development. We would like to pursue the residential lots (Lots 5-10) along New Melville and would like to ask P&Z to entertain doing shared drives to cutdown on the number of increased access points to New Melville. Also, we are wanting Lot 4 to be multi-family and would like to have Watson Street come in and do a cul-de-sac on that piece. We are thinking 3 to 4 plexes for Lot 4. We will do the research and bring over the addressed stamped envelopes for those properties that need to be notified for the Sketch plan for the PD. Also, we are doing the other part of the CLOMAR for this Phase which will take care of the floodplain encroachment on the residential lot. John Sayre will make the other changes to the sketch plan that were identified by Mr. Forrester. Below is the list of items that he came up with and our response. I appreciate your input and time.

1. Is the Owner the Developer? The name and address of the developer is required to be indicated on the sketch plan (Section 400.1170.C.1.)? The Owner is the Developer and this will be added on the sketch plan
2. Phase 3 boundary is not clearly indicated (Section 400.1170.C.2.). John Sayre will add the boundary lines for Phase III
3. Width of right-of-way of adjacent streets shall be indicated (Section 400.1170.C.6.). This includes New Melville Road and Watson Street. John Sayre will add the street dimensions on the sketch plan
4. A sidewalk shall be included along the south side of the development adjacent to New Melville Road (Section 400.1310.A.). John will add the proposed sidewalk along New Melville.
5. Minimum R-1 lot size is 100' wide by 140' deep with a minimum area of 15,000 square feet (Section 400.420.C.). The lot sizes will be identified in the PD proposal.
6. The arrangement of streets in new subdivisions shall be coordinated with existing, proposed and anticipated streets outside of the subdivision. Provision shall be made for the continuation of existing streets in adjoining tracts (Section 405.120.B.). This will impact the need for continuation of Watson Street. We would request a cul-de-sac to be allowed into Lot 4.
7. Provision will need to be made to direct runoff from all portions of this phase to the detention basin. John Sayre will be working on the grading plan as we will be expanding the existing detention basin and moving it further South and East
8. Was the existing detention basin sized for the entire development or just previous phases? The detention basin should be located in a dedicated detention easement. John Sayre will be running the numbers based upon our proposed uses to determine the exact size of the detention basis.
9. A portion of the proposed limits of floodplain encroaches on proposed residential Lot 10. Second part of the CLOMAR will be completed as part of Phase III which will shrink the floodplain down substantially
10. Development of residential lots with direct access to a roadway with a Collector classification is discouraged. Lots designed for multi-family, commercial or industrial use shall have limited entrances onto collector and arterial streets (Section 400.1330.F.). Single-family and duplex lots should not be designed to take access on arterial streets (Section 400.1330.F.). New Melville Road is classified as a Collector and the proposed R-1 area would result in access to New Melville Road from each lot. As a result, we recommend that access to the R-1 area be from an interior roadway with one access point to New Melville Road. We would ask the City and P&Z for consideration to allow shared drives for these six home along New Melville.

Thanks,
Matt Kelley
Executive Vice President
NMLS #685639



*Freedom Bank Of
Southern Missouri*

PO Box 730
Willard, MO 65781
(p) 417-742-1776

From: Planning and Development <develop@cityofwillard.org>
Sent: Monday, April 19, 2021 4:04 PM
To: Matt Kelley <MattK@freedombk.com>
Cc: City Administrator <ca@cityofwillard.org>
Subject: FW: Willard - ATM Commercial Sub - Phase 3

Matt, please see the comments from Algier Martin below on the sketch plan, due to timing, I'm not sure we can be ready for the April P/Z Meeting. Feel free to contact me to discuss John's comments or if you have any questions. Thanks
RB

From: John Forrester <John.Forrester@amce.com>
Sent: Monday, April 19, 2021 2:10 PM
To: Planning and Development <develop@cityofwillard.org>
Cc: Tom Hancock <Tom.Hancock@amce.com>
Subject: Willard - ATM Commercial Sub - Phase 3

Randy,

We have completed our review of the sketch plan for ATM Commercial Subdivision, Phase 3 development in Willard. Our review was based on the City of Willard's Subdivision Regulations and general accepted practices. Before we can issue a letter of acceptance, the following items must be satisfactorily addressed.

1. Is the Owner the Developer? The name and address of the developer is required to be indicated on the sketch plan (Section 400.1170.C.1.)?
2. Phase 3 boundary is not clearly indicated (Section 400.1170.C.2.).
3. Width of right-of-way of adjacent streets shall be indicated (Section 400.1170.C.6.). This includes New Melville Road and Watson Street.
4. A sidewalk shall be included along the south side of the development adjacent to New Melville Road (Section 400.1310.A.).
5. Minimum R-1 lot size is 100' wide by 140' deep with a minimum area of 15,000 square feet (Section 400.420.C.).
6. The arrangement of streets in new subdivisions shall be coordinated with existing, proposed and anticipated streets outside of the subdivision. Provision shall be made for the continuation of existing streets in adjoining tracts (Section 405.120.B.). This will impact the need for continuation of Watson Street.
7. Provision will need to be made to direct runoff from all portions of this phase to the detention basin.

8. Was the existing detention basin sized for the entire development or just previous phases? The detention basin should be located in a dedicated detention easement.
9. A portion of the proposed limits of floodplain encroaches on proposed residential Lot 10.
10. Development of residential lots with direct access to a roadway with a Collector classification is discouraged. Lots designed for multi-family, commercial or industrial use shall have limited entrances onto collector and arterial streets (Section 400.1330.F.). Single-family and duplex lots should not be designed to take access on arterial streets (Section 400.1330.F.). New Melville Road is classified as a Collector and the proposed R-1 area would result in access to New Melville Road from each lot. As a result, we recommend that access to the R-1 area be from an interior roadway with one access point to New Melville Road.

Other items noted in our review will be addressed once the preliminary plat is submitted.

We will issue a letter of acceptance once the above items are satisfactorily addressed.

Please contact us if you have any questions.

Thanks,
Allgeier, martin and Associates, Inc.

John K. Forrester, P.E.

CITY OF WILLARD, MISSOURI

224 W. Jackson Street P.O. Box 187 Willard, MO 65781 417-742-3033 417-742-3080 Fax



ATM Subdivision - Phase III

To whom it may concern,

This letter is inviting you to a public meeting to be held at the Willard Community Building, 222 W Jackson St. on May 17th at 6:00pm. You are being notified because your property boundary lies within 185' of a proposed development.

The purpose of the meeting is to receive comments relating to a proposed Planned Development District that will be presented to the Planning and Zoning Commission on May 25th and Board of Aldermen on June 14th. You may Inquire of the developer, his vision of how the PDD will effect the surrounding neighbors.

This is in effort to keep an open line of communication between the developer and adjacent properties. If you are unable to attend the meeting but would like to offer comments or have questions feel free to contact my office at develop@cityofwillard.org or 417-742-5308

Sincerely,

Randy Brown
Director of Development
City of Willard, MO

PUBLIC NOTICE

Notice is hereby given that the Willard Planning and Zoning Commission shall meet on May 25, 2021 at 7:00 p.m. and the Willard Board of Aldermen shall meet on June 14, 2021 at 7:00 p.m. at the Willard Community Building, 220 W. Jackson, to conduct a public hearing to consider a sketch plan for ATM Commercial Phase 3. The parcel involved is # 0726402109, further identified as West New Melville Road by the Greene County Assessor. The Board will take public comments at this meeting. If you are unable to attend this meeting, you are welcome to send any comments in support of, in opposition to, or general inquiries regarding this request for ATM Commercial Phase 3 to Jennifer Rowe, City Clerk at:

**City of Willard
P.O. Box 187
Willard, MO 65781
(417) 742-5302
clerk@cityofwillard.org**

If you have special needs, which require accommodation, please notify City personnel at City Hall. Accommodations will be made for your needs. Representatives of the news media may obtain copies of this notice by contacting the City Clerk at the information above.

RESTRICTIVE BUILDING AGREEMENT AND EASEMENT

This restrictive building agreement and easement (this "Agreement") is executed, delivered, and made effective as of this 5th day of December, 2012 (the "Effective Date"), by and between the following parties: (1) Freedom Bank of Southern Missouri, Inc., a Missouri Corporation (the "Owner"), and the City of Willard, a Missouri municipal corporation (the "City").

WITNESSETH:

Background Information and Preliminary Statements

- A. Whereas Freedom Bank of Southern Missouri is the owner of the fee simple title to a parcel of land containing approximately .857 acres which is more particularly described on Exhibit A attached hereto and made a part hereof (hereinafter called the "the Company Property") and is depicted, delineated and designated as The Company Property on the site plan attached hereto as Exhibit B.
- B. Whereas the Owner has agreed to relinquish its rights to perform any further development on the Company Property in order to allow for future development on Lot 2 of the preliminary plat of ATM Commercial Subdivision as described on attached Exhibit C.
- C. Whereas the Owner is allowing the neighboring property owner to use the traffic study and traffic counts that would be generated off of the Company Property in order to develop Lot 2.
- D. Whereas the Owner has agreed to grant a certain easement to the City in order to impose certain development restrictions on the Company property.

Agreement

NOW, THEREFORE, in consideration of the premises, as set forth in the foregoing Preliminary Statements, and of the mutual promises herein set forth, and for \$10.00 and other good and valuable consideration paid, the parties do hereby grant and convey to each other the following easement and do hereby make the following related agreements on and subject to the following terms, conditions, covenants, restrictions, and provisions, intending to be legally bound hereby:

ARTICLE I

Grant of Easement

General Restrictive Building Easement: Subject to the terms and conditions set forth in this Agreement, the Owner hereby grants and conveys to the City a perpetual, non-exclusive easement on, over, across, and through the entire Company Property which is graphically shown as Lot 2 on Exhibit B.

ARTICLE II

Miscellaneous Provisions

Vacation and Release of General Restrictive Building Easement: The vacation and release of this easement may only be granted by the City and will require at a minimum a traffic study and comments by the Missouri Department of Transportation and any other documents deemed necessary by the City to show the required improvements that must be completed before a building permit may be granted.

Successors and Assigns: This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Amendments in Writing: No change, amendment, termination, or attempted waiver of any of the provisions of this Agreement shall be binding upon any party unless in writing and signed by both parties.

Covenants Run with the Land: It is intended that the covenants, easements, agreements, promises and duties comprised within this Agreement, shall be construed as covenants and not as conditions and that, to the fullest extent legally possible, all such covenants shall run with and be enforceable against both the Owner and the Company Property.

No Dedication: Nothing in this Agreement shall be deemed to constitute a gift, grant, or dedication of any portion of the Company Property to the City or the general public.

Termination of Liability Upon Transfer: If an owner of the Company Property should transfer its fee simple interest in and ownership of such Property, then the liability of the transferor for the breach

of any covenant or provision contained within this Agreement, occurring after the date of such transfer, shall automatically be terminated; and the transferee, by the acceptance of a conveyance of such fee simple interest, shall automatically be deemed to have accepted, assumed, and agreed to observe and perform such covenant or provision after the date of such transfer.

IN WITNESS WHEREOF, the parties have caused this RESTRICTIVE BUILDING AGREEMENT AND EASEMENT to be executed by their duly authorized representatives, to be effective as of the 10 day of December, 2012.

CITY OF WILLARD
By: [Signature]
Mayor, City of Willard

ACKNOWLEDGEMENT

STATE OF MISSOURI
COUNTY OF GREENE

On this 10 day of December, 2012, before me appeared Nick Heatherly, to me personally known, who, being by me duly sworn, did state that he is the City Manager of the City of Willard, Greene County, Missouri, and that said instrument to be the free act and deed of said City.

DALE DUVAL
Notary Public - Notary Seal
STATE OF MISSOURI
Greene County - Comm #09825627
My Commission Expires June 17, 2013

[Signature]
[Signature] Notary Public
Greene County, Missouri
My Commission Expires: JUNE 17, 2013

OWNER:

Freedom Bank of Southern Missouri, Inc., a Missouri Corporation
By: [Signature]
Matt W Kelley, President

ACKNOWLEDGEMENT

STATE OF MISSOURI
COUNTY OF GREENE

On this 5 day of Dec, 2012, before me appeared Matt W Kelley, to me personally known, who, being by me duly sworn, did state that he is the President of Freedom Bank of Southern Missouri, and that said instrument was signed and sealed on behalf of said corporation, by the authority of the Board of Directors of said corporation and that he acknowledged said instrument to be the free act and deed of said corporation.

MISTY SEVERS
Notary Public - Notary Seal
STATE OF MISSOURI
Stone County
My Commission Expires Aug. 16, 2016
Commission #12417116

[Signature]
[Signature] Notary Public
Greene County, Missouri
My Commission Expires:



056026-12 18 DEC 2012 02:56:00pm



Book: 2012
Page: 056026-12
14 pages

REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Charles L. Dawson

reccl d

RECORDER OF DEEDS

(Space above reserved for Recorder of Deeds certification)

Title of Document: ATM COMMERCIAL SUBDIVISION
DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS

Date of Document: DEC 5, 2012

Grantor(s):
ATM COMMERCIAL SUBDIVISION - PHASE 1 & ALL THAT UNPLANNED
PORTION OF ATM COMMERCIAL SUBDIVISION

Grantee(s):

Mailing Address(s):

ATM SQUARE LLC
7588 NORTH FARM ROAD 119
WILLARD, MO 65781

Legal Description:

SEE ATTACHED EXHIBIT

Reference Book and Page(s):

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.)

ATM COMMERCIAL SUBDIVISION

Declarations of Covenants, Conditions and Restrictions

The undersigned, ATM Square, LLC (hereinafter referred to as "Declarant") are the current Owners of the real property located at Hwy 160 & AB Hwy known as ATM Commercial Subdivision, and more particularly described in attached Exhibit A (hereinafter referred to as "Subject Property"). Declarant hereby adopts the following covenants, conditions, and restrictions for ATM Commercial Subdivision and declares that the following shall apply to each and every subdivision of the subject property or addition thereto and to any interest in that property. These Covenants, Conditions, and Restrictions (hereinafter referred to as "Declarations") shall run with the land and shall bind Declarant successors-in-interest, purchasers, assigns, heirs and any party having acquired any right, title or interest in or to any part of the subject property until the Declaration is terminated.

I. PURPOSE

- 1.1 Purpose: General Requirements:** This Declaration is intended to regulate the development of ATM Commercial Subdivision for the mutual benefit of all future owners and occupants. The setting will be created by restricting signage, parking, and land uses. The development is also intended to be for businesses where assorted commercial endeavors can enthusiastically pursue profit in an economical and safe environment. The Declarant has attempted to draft this Declaration consistent with the regulations of Greene County and the City of Willard. In the event of any inconsistencies between this Declaration and said ordinances and regulations, the more restrictive provisions shall apply. This Declaration shall be not construed as altering in any way the regulations of either governing entity.
- 1.2 Purpose: Modifications:** In the event that the Declarant or property owners wish to modify the said covenants of the ATM Commercial Subdivision, all modifications must be approved by a majority of the then property owners based upon the following voting calculation: property owners owning two acres or less receive one vote, property owners owning more than two but less than five acres receive two votes, property owners owning more than five but less than ten acres receive three votes, and property owners owning more than ten acres receive four votes.

II. LANDSCAPING

2.1 Landscaping: General Requirements: All areas shall be landscaped with an effective combination of trees, ground cover, shrubbery and other plant materials and shall be maintained to avoid weeds and dust. Undeveloped areas proposed for future expansion shall be maintained in a weed-free and dust controlled condition. All landscaped areas shall be fully and adequately irrigated. All landscaping required in this article shall be completed within one hundred twenty days of the issuance of a Certificate of Occupancy. Each parcel within the subdivision must be covered by building, paving and/or landscaping.

2.2 Landscaping: Commercial and/or Light Industrial and Industrial Uses:

A. All plant material used in landscaping and screening shall be maintained in a healthy growing condition and planted in areas suitable for the plants required by the Owners. Dead or dying plant material shall be replaced immediately and the planting areas shall be maintained reasonably free of weeds and trash.

B. Any areas requiring screening shall be surrounded by a six foot minimum height solid wall or sight-obscuring fence. The wall or fence shall be considered a structure and shall conform to the setbacks required for building on street frontage. The wall or fence shall be partially camouflaged by plantings or plant material not less than twenty-five percent within two years of planting.

C. The plot plan of the proposed landscaping and screening showing location and kind of planting materials, shall be submitted and approved before the building is commenced, in accordance with Article VII of this Declaration.

2.3 Landscaping: Parking area: A minimum of six percent of the total parking area development shall be landscaped.

2.4 Landscaping: Screening:

A. Utility Services Lines: Owners shall place all utility services lines and wires underground.

B. Trash Receptacles: A trash receptacle enclosure shall be provided by Owners and shall be of a size capable of holding the number of trash receptacles required to adequately serve the lot. All trash or garbage collection areas shall be enclosed on three sides by a solid wall, fence, or plant materials of sufficient height to visually screen, totally, the receptacle and contents or be placed within an enclosed building structure. Adequate

vehicular access to and from such areas for collection shall be provided by Owners.

2.5 Landscaping: Vacant Lots: Any lots held by Owners in vacant condition must be maintained in a neat and safe fashion. Such lot, if held for longer than one year without commencing construction, should be relatively dust free or ground cover maintained so as not to detract from the aesthetics of the other lots within the subdivision.

2.6 Landscaping: Sidewalks: Installation and maintenance of sidewalks are Owner's responsibility. This shall include snow removal, leaf removal, and other maintenance (see Section 5.9).

2.7 Landscaping: Weeds: Noxious weed control shall lie solely with each individual property owner and shall be maintained in accordance with city code.

III. PARKING

3.1 Parking: General Requirements: There shall be no on-street parking. Property owners must provide sufficient off-street parking. Intersection visibility must be maintained (see Section 5.7).

3.2 Parking: Location: Parking space shall be within three hundred feet of the building to be served. Front areas on any parking spaces should be landscaped to encourage a pleasing entrance. Parking shall be at least ten feet from the property line.

3.3 Parking: Maintenance: The Owner of property used for sidewalks, parking and/or loading shall maintain such areas in reasonable good condition without holes and free of trash, snow, and other debris.

3.4 Parking: Drainage: The Owners shall provide for storm water run-off in a manner consistent with and in compliance with local ordinances and or regulation.

3.5 Parking: Lighting: Any parking area used substantially during non-daylight hours shall be properly illuminated to avoid accidents. Any lights used to illuminate a parking lot shall be so arranged as to direct the light away from the adjoining property (see Section 5.9).

3.6 Parking: Access: All parking areas shall be designed so that any vehicle leaving or entering the parking area to a street or from a street shall be traveling in a forward motion. Access driveways for parking areas or loading spaces shall be located in such a way that any vehicle entering or leaving shall be clearly visible to a pedestrian or motorist approaching the access or driveway from a public or private street.

3.7 Parking: Landscaping: See section 2.3.

3.8 Parking: Temporary Lots: Parking lots for temporary parking (parking used during construction of improvements) need not meet all requirements specified above but must be reasonable dust, weed, and refuse free and be maintained as temporary lots only during construction period. (This is a temporary exception to other restrictions herein, including but not limited to Section 2.1 and 5.9).

3.9 Parking: Loading Space Requirement and Dimensions: Any property requiring routine deliveries shall have off-street loading and delivery areas in addition to general parking requirements. Access to the area shall be at least twelve feet wide and convenient. The loading area should be consistent with other parking requirements and should be consistent with city code.

IV. SIGNS

4.1 Signs: General Requirements: Signs should be unobtrusive, conservative and harmonize with the development. Signs shall be restricted to advertising only the person, products sold, departments, services rendered, firm, company name or corporation operating at the location where the sign is placed and the product or service offered by property Owners except identification of Declarant (or its associated business entities). Backs of all single sided signs shall be screened or covered and maintained in a neutral color or colors that blend with the environment. All signs shall be properly maintained and kept in a neat and proper state of repair.

4.2 Signs: Quantity of Signs: Two signs shall be allowed per parcel excepting directional and/or traffic signs.

4.3 Signs: Categories of Allowable Signs: All signs shall comply with city code.

4.4 Signs: Sign Requirements: Individual signs will not exceed the following general restrictions:

A. Ground Sign: Sign supported by uprights, poles or braces attached to ground, not building

Maximum height above grade: 25 feet

Maximum display surface: 300 square feet per side

B. Wall Sign: Sign mounted directly on the wall of building

Maximum height above grade: 40 feet

Display surface: 300 square feet (size measured by rectangle around outside of lettering or pictorial symbol)

4.5 Signs: Temporary Signs, Displays, Windsock, Banner, etc.:

A. Temporary signs are not permitted except as follows:

1. One sign advertising sale or lease of parcel, for no longer than the property is for sale or lease.
2. One construction sign denoting architects, engineers, contractor, lender, and other related subjects permitted upon commencement of construction, for no longer than the construction period.
3. One future tenant sign listing names of tenant's responsible agent or Realtor until Certificate of Occupancy issued.

V. DESIGN and CONSTRUCTION LIMITATIONS

5.1 Design and Construction Limitations: General Requirements: Architectural designs shall be high quality and aesthetically pleasing. Proposed designs are to be submitted for review and approval as provided in Article VII.

5.2 Design and Construction Limitations: Roofs: Exposed roofing shall be of high quality material and designed for a minimum thirty year product life.

5.3 Design and Construction Limitations: Height: Height restrictions shall be those established by city code.

5.4 Design and Construction Limitations: Temporary or Accessory Buildings: Temporary or accessory buildings are prohibited unless submitted and approved pursuant to Article VII.

5.5 Design and Construction Limitations: Setbacks: No building or architectural projection, excluding perimeter fence, thereof shall be closer than twenty-five feet of an adjacent property line:

Parking shall be set back at least ten feet from streets and / or adjacent property lines

5.6 Design and Construction Limitations: Minimum Disruption by Utilities: All exterior on-site utilities including, but not limited to, drainage systems, sewers, gas lines, water lines, electrical, telephone and communication wires shall be designed and installed to minimize the disruption of off-site utilities. Paving and landscaping should not cause excessive burden upon off-site utility systems. Easements as shown on the recorded plat of the subdivision or any other instrument of record shall not have any building or other permanent structure placed thereon so as to directly

or indirectly interfere with any easement. The Declarant assigns and reserves the right to operate and maintain any and all utilities (see 2.4A).

5.7 Design and Construction Limitations: Responsibility for Sidewalks, Curbs, and Assorted Improvements: Certain improvements, including landscaping, curbs, sidewalks, off-street parking with drainage facilities, asphalt surfaces (if widening is required) shall be located and constructed at Owner's expense. The Owners shall also be responsible for maintenance of those improvements unless maintained by appropriate governmental agencies. Maintenance shall include but not be limited to snow removal, cleaning and repair. (This restriction shall not apply to one year use of temporary parking, see Section 3.11).

5.8 Design and Construction Limitations: Interrupted Construction of Improvements: In the event construction of improvements is commenced upon any lots and the improvements are less than fifty percent completed and are subsequently interrupted for any reason, other than beyond the control of the Owners, for a period exceeding one year, Owners of the lot shall promptly remove the partially completed improvements, and restore the lot to the condition in which it existed prior to the commencement of construction. In the event of violation of this provision, Declarant or their agents or employees acting at their direction, and after sixty days prior written notice delivered to the lot owner, shall have the right and power to go upon such lot without liability for trespass, and at the lot Owner's expense, remove the partially completed improvements and restore the lot to its prior condition. Any cost of such work shall be promptly paid by the Owners upon receipt of statement and until paid in full, such cost shall be a lien upon said lot involved.

5.9 Design and Construction Limitations: Nuisances: No nuisance shall be permitted to exist during the construction phase of development of adjoining lots or operate upon any lot so as to be offensive or detrimental to any adjacent lot, or property or to its occupants. A nuisance shall include, but not be limited to, conditions specifically defined by the guidelines relating to air or water pollution, dust, radiation, noise and ground vibration.

5.10 Design and Construction Limitations: Variance: Under extenuating, peculiar or competitive circumstances, a variance from certain restrictions can be granted but only if submitted and approved in accordance with Article VII herein. Any variance must conform to local government regulations.

VI. USES and OPERATION

6.1 Uses and Operation: General Requirements: Business and commercial uses are intended for the development. The operation of the Declarant and each property Owner should neither interfere with other Owners nor degrade the

environment. Specification of use and operation must be included in the applications made in accordance with Article VII of this Declaration.

6.2 Uses and Operation: Specific Uses PROHIBITED:

- A. Junk yard, salvage yard and similar enterprises
- B. Adult related businesses such as nightclubs, adult video stores, adult book stores, or liquor stores
- C. Stockyards, slaughterhouse, distillation of bones, fat rendering, soap manufacturing, wood scouring and cleaning, cotton textile sizing, scouring, leaching, dyeing and similar uses, varnish manufacture, creosote and products manufacture
- D. The production of corrosive and noxious chemicals, including, but not limited to, acids, acetylene gas, ammonia, chlorine and bleaching compounds
- F. Dumping, disposal, incineration, reduction of garbage or refuse except that created on the premises
- G. Permanent Residences

6.3 Uses and Operation: Hazardous Uses: Hazardous activities, involving toxic wastes, flammable materials, explosive material, chemical pesticides, radioactivity, air pollution, water pollution, erosion, etc. must be in compliance with federal, state and local laws and regulations. Approval for such activity is borne solely by the appropriate governmental agency or agencies. The burden of seeking approval is upon the Owner of the lot where questionable activity occurs. Any activity of a hazardous nature must be brought to the attention of the appropriate governmental agency.

6.4 Uses and Operation: Possible violation: Any use which is arguably in violation of this Declaration shall be submitted and approved.

VII. SUBMITTAL and APPROVAL PROCEDURE

7.1 Submittal and Approval Procedure: General Requirements: All reference to submitted and approved" or similar languages require an Owner to follow these specific procedures. This procedure shall be completed before commencement of any and all improvements to the Owner's parcel.

A. Delivery of Information: Owners of parcel to be improved, shall deliver plans and specifications showing nature, kind, shape, color, size, materials and location of all intended improvements (including, but not limited to, plans relating to landscaping, parking signage, building design and materials, use operations and possible hazardous activities) to the Declarant. The Declarant shall notify all current property owners within the subdivision in writing thirty days prior to transferring the property to another developer.

The notification will include the name and contact information for the new developer to allow for the submittal of plans and / or variance requests.

B. Payment of Review Fee: Owners shall also deliver a non-refundable review fee of two hundred and no/100 dollars or current reasonable architectural fee for two and hours of services, whichever is greater.

C. Action After Review: The Declarant shall approve, disapprove or conditionally approve each application.

1. Disapproval must be expressed or approval is automatic. Automatic approval shall occur if the Declarant fails to inform Owners of their decision within ten business days of receipt of application or within an additional reasonable time if Declarant informs the applicant of reasonable grounds for delay prior to expiration of ten days. Expressed approval may occur by an appropriate means. All approvals shall be in writing.
2. Conditional approval shall also be in writing, and shall specifically address the conditions. The Owners must fully complete the requirements of the conditions within the construction period.
3. Disapproval shall also be in writing, and shall specifically address the reason for the disapproval and suggested alternative or alternatives.
4. Owners may reapply with amended application but amended application shall follow the same procedure, including but not limited to delivery of all information required for original application (including additional fee).

D. Appeal: If an Owner contests the disapproval or conditional approval of the application then they may request a reconsideration of the determination.

1. The reconsideration process commences by serving written request for reconsideration and a payment of the original application fee.
2. Said request for reconsiderations shall be delivered within twenty days of the contested determination. The request shall be deemed delivered within five days of being mailed to the Declarant.
3. The final decision made by the Declarant shall be delivered to the applicant within ten business days of receipt of the application and application fee. Any mediation or attorney

costs that may be incurred during the appellant process will be the sole responsibility of the property owner or applicant.

E. Commencement of Construction After Approval: Commencement of construction or placement of improvements may occur any times following the issuance of a building permit from the appropriate governmental agency, the approval of application and termination of reconsideration or completion of the reconsideration process if approval is initially granted. The improvements must be completed in accordance with the approved application and the Declaration. Approval of the application is not a guarantee or warranty of compliance with Declaration. It is rather a guidance procedure. Owners may not rely solely upon the application process for determination of compliance with this Declaration.

7.2 Submittal and Approval Procedure: Declarant's Right to Delegate Review Process: The Declarant may delegate part or all of the responsibility for the review process to an authorized agent.

7.3 Submittal and Approval Procedure: Guide for Common Interpretations: Declarant shall attempt to interpret the Declaration provisions consistently giving the words their definitions intended while at the same time strictly interpreting the words to enforce the purpose of the Declaration.

7.4 Submittal and Approval Procedure: Conformity Certificate: Within thirty days after written request has been delivered to the registered agent, the Declarant shall certify to their knowledge whether or not, at the date plans being proposed or all improvements on a lot specified in the request comply with this Declaration. The certificate shall be in recordable form, identify any non-complying improvements and set forth, with particularity, the reasons for such non-compliance. Any lessee, purchaser or creditor, in good faith for value shall be entitled to rely on such certificate with respect to the matters set forth therein, such matters being conclusive as of that date.

7.5 Submittal and Approval Procedure: No Liability: In consideration for providing the approval service to Owners, the Declarant shall not be liable for any damages, loss of prejudice suffered or claimed by any person on account of its approval or disapproval of any plans, drawings or specifications for the improvement or the performance of any work, whether or not pursuant to approved plans, drawings and specifications, or the execution in good faith of a conformity certificate. Approval or disapproval of any plans, drawings and specifications shall not be deemed a representation as to whether or not the proposed improvement or work complies with applicable laws or whether or not it is any way defective.

7.6 Submittal and Approval Procedure: No Effect on Governmental Agencies: This Declaration has been drafted to assist Owners in the

compliance with performance standards and local zoning restrictions. However, compliance with the Declaration does not guarantee compliance with appropriate governmental restrictions. The Declaration has no effect on the requirements of regulating governmental agencies. Owners must comply with both the governmental agencies and the Declaration's restrictions. If mutual compliance is impossible, then government restrictions shall prevail.

VIII. ENFORCEMENT

8.1 Enforcement: General Requirements: Broad enforcement is intended in order to protect the value of the property and to allow efficient assurance of compliance.

8.2 Enforcement: Reimbursement or Liens: In the event that a property owner is given proper notice and does not comply with any portion of this Declaration, the Declarant has the right to hire an appropriate contractor to complete the work necessary to bring the lot or premises into conformity with the Declaration. In this event, the Declarant may request that the property owner pay for all costs incurred to correct the violation. An itemized bill must be presented to the property owner outlining the cost incurred and given a period of thirty days for the costs to be reimbursed. In the event the property owner refuses to pay the bill in full, the Declarant or future developer may pursue a claim of lien for all costs, including but not limited to, labor, materials, interest and attorney's fees according to Missouri law.

8.3 Enforcement: Right of Entry: During reasonable hours and upon reasonable notice, and subject to reasonable security requirements, the Declarant or their agents, shall have the right to enter upon and inspect any lot and the improvements thereon covered by this Declaration for the purposes of ascertaining compliance with this Declaration. Such entry shall not be a trespass or other wrongful act.

IX. DURATION, MODIFICATION and REPEAL

9.1 Duration, Modification and Repeal: Duration of Protective Covenants: This Declaration shall continue and remain in full force and effect at all times with respect to the development and each part thereof for a period of thirty years, commencing on the date of recordation of this Declaration in the real property records of the County in which the property is locate. Unless terminated, this Declaration shall continue automatically for an additional period of ten years and thereafter for successive ten year periods until so terminated. Owner, by purchase of a parcel, acknowledges his desire to protect property through the continuation of these Declarations.

9.2 Duration, Modifications and Repeal: This Declaration may be terminated or modified at any time by a written instrument executed by a simple majority of the property owners at the time of modification or appeal based upon the voting requirement as set forth in Section 1.2.

Effective this 5th day December, 2012

Declarant: ATM Square, LLC

By Matt W Kelley, Member

By [Signature], member

ACKNOWLEDGEMENT

STATE OF MISSOURI
COUNTY OF GREENE

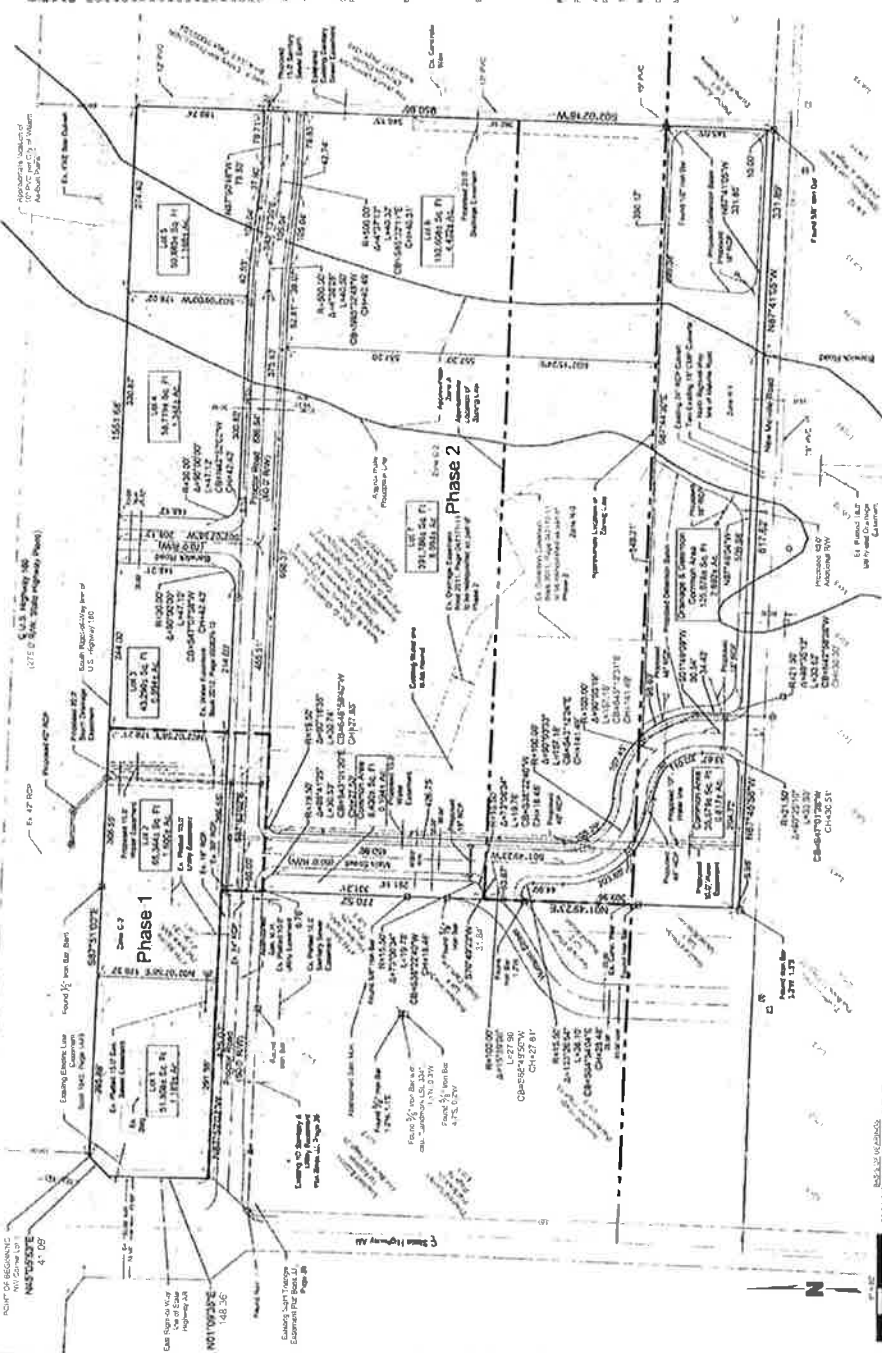
On this 5th day of Dec, 2012, before me appeared Matt W Kelley and Curtis J Severs, to me personally known, who, being by me duly sworn, did state that they are members of ATM Square, LLC, and that said instrument was signed and sealed on behalf of said corporation, by the authority of the Operating Agreement of said corporation and they he acknowledged said instrument to be the free act and deed of said corporation.

Tonya M. Bailey
Tonya M. Bailey Notary Public
Greene County, Missouri
My Commission Expires:



TONYA M. BAILEY
My Commission Expires
January 27, 2015
Lawrence County
Commission #111399865

**PRELIMINARY PLAT OF
ATM COMMERCIAL SUBDIVISION**
A REPLAT OF LOT 1 OF ATM SQUARE AND TRACT 2 OF THE
MINOR SUBDIVISION FOR GOODWYN/FREEDOM BANK
CITY OF WILLARD, GREENE COUNTY, MISSOURI



LEGEND

Phase 1 Boundary (Shaded Area)

Phase 2 Boundary (Shaded Area)

Proposed 15' Easement

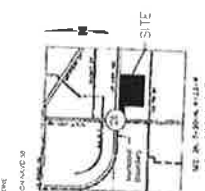
Proposed 10' Easement

Proposed 5' Easement

Proposed 2' Easement

Proposed 1' Easement

Proposed 6\"/>



PREPARED BY
OLSSON ASSOCIATES
1000 N. 10th Street
Willard, MO 65757
Phone: 660-266-1111
Fax: 660-266-1112

OWNERS
ATM SQUARE AND TRACT 2
GOODWYN/FREEDOM BANK
1000 N. 10th Street
Willard, MO 65757

DATE
11/20/2018

PROJECT
ATM COMMERCIAL SUBDIVISION
REPLAT OF LOT 1 OF ATM SQUARE AND TRACT 2 OF THE
MINOR SUBDIVISION FOR GOODWYN/FREEDOM BANK
CITY OF WILLARD, GREENE COUNTY, MISSOURI

OVERALL BOUNDARY DESCRIPTION

Phase 1: 1. N 89° 58' 00\"/>

NOTES

1. This plat is subject to the following conditions:
a. The plat is subject to the easements shown hereon.
b. The plat is subject to the covenants shown hereon.
c. The plat is subject to the restrictions shown hereon.

PHASE 1

1. N 89° 58' 00\"/>

PHASE 2

1. N 89° 58' 00\"/>

PHASE 3

1. N 89° 58' 00\"/>

PHASE 4

1. N 89° 58' 00\"/>

PHASE 5

1. N 89° 58' 00\"/>

PHASE 6

1. N 89° 58' 00\"/>

PRELIMINARY PLAT FOR ATM COMMERCIAL SUBDIVISION

OLSSON ASSOCIATES

EXHIBIT A

Drawn by: [Name]
Checked by: [Name]
Approved by: [Name]
Date: [Date]

OVERALL BOUNDARY DESCRIPTION

Being all that part of the Southeast Quarter of Section 26, Township 30 North, Range 23 West, being all of Lot 1 of ATM Square, a subdivision in the City of Willard, Greene County, Missouri duly filed in the Greene County Recorder's Office in Plat Book AAA, Page 235, and all that part of the tract of land as described in the General Warranty Deed duly filed in the Greene County Recorder's Office in Deed Book 2008, Page 03977-08, all in the City of Willard, Greene County, Missouri, and being more particularly described as follows:

BEGINNING at the Northwest corner of Lot 1 of ATM Square, a subdivision in the City of Willard, Greene County, Missouri duly filed in the Greene County Recorder's Office in Plat Book AAA, Page 235, said point being in the South Right-of-Way line of State Highway 160, as now established; thence South 87 Degrees 51 Minutes 00 Seconds East along said South Right-of-Way line, a distance of 1,551.68 feet, said point being the Northwest corner of the tract of land as described in the Warranty Deed duly recorded in the Greene County Recorder's Office in Deed Book 2003, Page 089393-03; thence departing said South Right-of-Way line South 02 Degrees 02 Minutes 16 Seconds West along the West line of said tract of land, any beyond, along the West line of the tract of land as described in General Warranty Deed duly filed in the Greene County Recorder's Office in Deed Book 2417, at Page 1349, and beyond, along the West line of Proctor's Addition, a subdivision in the City of Willard, Greene County Missouri, duly filed in the Greene County Recorder's Office in Plat Book II, at Page 53, a distance of 950.95 feet to a found 5/8" iron bar in the North Right-of-Way line of New Melville Road, as now established; thence departing said West line North 87 Degrees 41 Minutes 05 Seconds West along said North Right-of-Way line, a distance of 331.89 feet; thence continuing along said North Right-of-Way line North 87 Degrees 45 Minutes 56 Seconds West along said North Right-of-Way line, a distance of 817.62 feet to a point in the same; thence departing said North Right-of-Way line North 01 Degrees 49 Minutes 23 Seconds East along the East line of Brayfield Village, a subdivision in the City of Willard, Greene County, Missouri, duly filed in the Greene County Recorder's Office in Plat Book PP, at Page 63, and beyond, along the East line of Lot 2 of said ATM Square subdivision, a distance of 770.52 feet to the Southeast corner of said Lot 1, said point being in the North Right-of-Way line of Proctor Road, as now established; thence North 87 Degrees 52 Minutes 02 Seconds West along said North Right-of-Way line, a distance of 425.07 feet to the Southwest corner of said Lot 1, said point being in the East Right-of-Way line of State Highway AB; thence departing said North Right-of-Way line North 01 Degrees 09 Minutes 35 Seconds East along said East Right-of-Way line, a distance of 148.36 feet; thence continuing along said East Right-of-Way line North 45 Degrees 05 Minutes 53 Seconds East, a distance of 41.09 feet to the POINT OF BEGINNING and containing 1,168,937 square feet or 26.835 acres of land, more or less. EXCEPT any part thereof taken, deeded or used for road or highway purposes

CITY OF WILLARD, MISSOURI

224 W. Jackson Street P.O. Box 187 Willard, MO 65781 417-742-3033 417-742-3080 Fax



Agenda Item# 60

Discussion/Vote on Final Plat and Final Development Plan for West Ridge Subdivision.

Background Report for West Ridge PDD 21-001

DATE: May 20, 2021

Background information:

The Planning and Zoning and Board of Aldermen has previously approved the Preliminary Plat for the construction of the 20 lot Subdivision back in July 2019. Since then the public improvements have been constructed and approved by the City. A request from the developer was made to change the side yard setback from 10 ft. to 7.5 ft. in order to allow for larger footprint homes with three car garages. This was approved in December 2020 by P/Z & BOA. This project has been seeking approval since late March but has been held up due to the Final Development Plan submittal, CCRs and assurance that the drainage agreement terms had been satisfied. Since then most of the remaining issues have been worked out between the City attorney and Developer's attorney.

Sometime in mid to late March 2021 City Staff learned that the developer would be selling all the lots and that the original developers plans, and intent had changed. Staff voiced our concerns, based on the developer's past assurance of a quality upscale development to the attorneys and have been presented the following Final Plat, Final Development Plan, and CCRS for your consideration. Staff has included additional documents for your review and to help provide you background knowledge of this project.

Feel free to contact me at City Hall if you have any questions or concerns prior to the meeting.

Randy Brown
Director of Development
City of Willard, Mo.

Background Report for West Ridge Subdivision

Date – July 18, 2019

Location- 7640 W Farm RD 68

Applicant- Floyd Family Investments L.L.C.

Tract Size- 10 acres

Existing Zoning- R-1PDD

Proposed Zoning- R-1PDD

Surrounding Land Uses-

North- Property is bounded by the south side of Farm Rd. 68 on the north side of Fm.Rd. 68 is R-1 and agriculture

South- R-1 Single Family

East- R-1 Single Family

West – Undeveloped Agriculture

History – This tract of land was re-zoned by the owner (Mr. Floyd) back in May of 2008 from R-1 to R-1PDD. The Final Plat was submitted with the construction plans and Notice to proceed was given in March of 2008. Due to the housing market and overall economy at that time the owner never started construction on the development. The property has been sitting idle only serving one single family rental since. Mr. Floyd passed away some time ago and now his children would like to complete the development their father had started. The owner's representative has submitted a new Preliminary Plat and it is the same as the original with the only exception being they are proposing to remove the old existing farm house and barn and create two additional lots in the subdivision. The original lot #18 was 64,846 sq. ft. and will be divided into three lots.

Staff Recommendation- Staff would ask for your consideration to recommend to the BOA approval of the proposed Preliminary Plat with the following conditions added- 1. A sidewalk should be constructed along the southern edge of Fm.R.d 68 and connect to the existing sidewalk on Arrowhead Rd. 2. Construction Plans for all Public Improvements should be resubmitted including any required Engineering reports. 3. All Fire Department comments should be considered. 4. Before Final Plat approval a current development plan should be submitted with all required information.

Randy Brown
Director of Development
City of Willard

OPEN SPACE

West Ridge subdivision as proposed will be an upscale, moderately large lot subdivision that conforms to the surrounding neighborhood. The hilltop ridge setting with open lots and grassed detention areas will make a pleasing impression for both the entering traffic and also the surrounding neighborhood. The following excerpts from the Zoning District Regulations are included for clarification only in order to satisfy review comments from Archer Engineering dated January 8, 2008 regarding open space not being shown on the plat.

Landscaping plans, buffering and screening are not required for West Ridge Subdivision according to the City of Willard Regulations. Zoning District Regulations Article 5, Section 5.12.9 Paragraph B Item 7 states that the requirements of Article 8 must be satisfied.

The requirements of Article 8 Section 8.2.1 Paragraph C states that Single Family subdivisions shall not be subject to landscaping requirements but may be subject to the screening and buffering requirements.

Article 8, Section 8.8.2 states that buffering is required only when adjacent to permitted non-residential uses. Article 8, Section 8.8.3 states that screening is required only when adjacent to kennels, stables, dairies and riding academies.

The proposed subdivision will project a sense of openness, but dedicated open space as such is not proposed.

RICK J. MUENKS

Attorney at Law, LLC

3041 S. Kimbrough Avenue, Suite 106
Springfield, Missouri 65807
E-Mail: rick@swvaluation.com

Telephone: (417) 866-6503
Fax: (417) 866-2006

April 21, 2021

Ken Reynolds, Esquire
Reynolds & Gold Law
1322 E. Kingsley
Springfield, MO 65804

RE: Revisions to Declaration of Covenants, Conditions and Restrictions
West Ridge Subdivision

Dear Ken:

I have had an opportunity to sit down with my client and the contracted buyer of the 20 lots in West Ridge Subdivision as it pertains to providing the City of Willard more assurances that the proposed construction of homes within the West Ridge development are entry level homes.

As I've noted previously, the contracted sales price alone for the lots would suggest that the prices will need to be above what is typically considered to be an entry level home. The lots in the West Ridge Subdivision have some varying degrees of slopes and as a result, there is proposed to be 16 crawl space homes, 1 split level home and 3 walkout homes. As a result, prices are anticipated to range from \$225,000 to \$450,000.

The development will be consistent with the craftsman style design that is gaining popularity. The buyer is working up final house plans. I have attached the prior set of plans which were intended to be used by the developer which also follow a craftsman style look. This is a very attractive look and in terms of design is above and beyond the typical entry level home design.

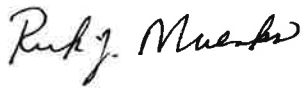
The CCR's are being revised to require all homes have 3 car attached garages. This is also above and beyond a typical entry level home. The CCR's are being revised to require a 30-year architectural shingle and roofs with a minimum pitch of 7/12. In addition, the CCR's are requiring that the front yard be sodded to the corners and the remaining yards be hydroseeded. The requirements and plans, again, are all above and beyond what one typically views as an entry level home.

Finally, the contracted buyer of the lots has decided to retain the silo on the property and will use this structure as a subdivision monument. The silo will be dressed up to provide for an attractive monument, again which is above and beyond what one would find in an entry level home subdivision.

Please pass this correspondence with attachments onto the officials at the City of Willard. It is my understanding that Terry McKee with West Ridge 2019, LLC, and Mike Cronkhite with Cronkhite Homes do plan to attend the hearing scheduled for next Tuesday, April 27, 2021. They will be available to address any questions that officials with the City of Willard may have as it pertains to approval of the final plat for the West Ridge Subdivision.

Should you need anything else or have any questions, do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Rick J. Muenks". The signature is written in a cursive style with a large initial "R".

Rick J. Muenks
Attorney at Law

RJM/srd

Attachments

CC: Terry McKee
Mike Cronkhite

These drawings and notes constitute and are intended to be taken as a contract for the construction of the building shown hereon. It is the responsibility of the architect to provide a complete set of drawings and specifications for the building and to coordinate the work of all trades and subcontractors. The architect is not responsible for the construction of the building or for the safety of the building or for the safety of the occupants of the building. The architect is not responsible for the construction of the building or for the safety of the building or for the safety of the occupants of the building.



FRONT ELEVATION - 1/4" = 1'-0"

DALE PEER - HOME DESIGN, INC.
 1200 E. WOODLAND, K-100 SPRINGFIELD, MO 65804
 PHONE: 417-864-5845
 dalepeer@home-design.com

MARCH 29 2012

MOHT PROPERTIES, INC.
 WEST KIRBY
 CHRISTOPHER II GARAGE RIGHT

1

These drawings are the property of Dale Peer & Associates, Inc. and shall remain confidential. No part of these drawings shall be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Dale Peer & Associates, Inc. The user of these drawings shall be deemed to have accepted the terms and conditions of this license. Dale Peer & Associates, Inc. is not responsible for any errors or omissions in these drawings. The user shall be responsible for all errors and omissions in these drawings. Dale Peer & Associates, Inc. is not responsible for any errors or omissions in these drawings. The user shall be responsible for all errors and omissions in these drawings.



DALE PEER - HOME DESIGN, INC.
 1200 E. WYOMING ST., #100 SERRANOSFIELD MO 64084
 PHONE: 417-348-3549
 dalepeer@home-design.net

MARCH 24, 2020

MOM - PROJECTS, INC
 WEST - SIDE
 PEER - GARAGE PLAN

1

These drawings are hereby submitted for review to the County of Stanislaus. They have been prepared and checked for compliance with the Building Code and all other applicable provisions of the applicable regulatory codes and standards. It is understood that the contractor shall be responsible for obtaining all necessary permits and for obtaining the proper and complete set of drawings and specifications. The contractor is advised that the contractor is responsible for any and all construction costs in connection with the project, including the applicable regulatory codes and standards. It is the contractor's responsibility to check and verify all dimensions, materials, and other conditions of the job and to report any conditions, discrepancies or other irregularities and conditions.



FRONT ELEVATION - 1/4" = 1'-0"

DALE PEER - HOME DESIGN INC.
 1220 E. MOOREAVENUE, #-100 SPRINGFIELD, MO 65804
 PHONE: 417-583-2945
 dalepeer@home-design.net

PROJECT 26 2021

MGM PROPERTIES INC.
 WEST RIDGE
 GAVIN - GARAGE LEFT

1

These drawings are to be used as a guide only. It is the responsibility of the contractor to verify all dimensions and conditions of the site before construction. The contractor shall be responsible for obtaining all necessary permits and approvals. The contractor shall be responsible for all utility lines and structures. The contractor shall be responsible for all site work and cleanup. The contractor shall be responsible for all site work and cleanup.

DALE PEER - HOME DESIGN, INC.
 1200 E. WOODBURN ST. #100 SPRINGFIELD, MO 65804
 PHONE: 417 866-5845
 dalepeer@homedesign.net



FRONT ELEVATION -- 1/8" = 1'-0"

MARCH 29, 2021

MGM PROPERTIES INC
 WESTVILLE
 RHTBEX - GARAGE RUN

1

These drawings are based on information provided to the Designer by the Client. The Designer has not conducted a site visit or performed a site analysis. The Client is responsible for providing accurate information. The Designer is not responsible for any errors or omissions in these drawings. The Client is responsible for obtaining all necessary permits and approvals. The Client is responsible for providing all necessary information for the Designer to complete these drawings. The Client is responsible for providing all necessary information for the Designer to complete these drawings. The Client is responsible for providing all necessary information for the Designer to complete these drawings.

DALE PEER - HOME DESIGN INC.
 200 E. MOOREHEAD ST. K1100 SPRINGFIELD, MO 65804
 PHONE: 417-699-2949
 dalepeer@home-design.com



FRONT ELEVATION - 1/4" = 1'-0"

MARCH 26, 2020
 MAN PROPERTIES, INC.
 WEST RIDGE
 I.E.E. - GARAGE RIGHT

1

Planning and Development

From: Rick Muenks <rick@swvaluation.com>
Sent: Thursday, May 20, 2021 10:27 AM
To: Ken Reynolds; Planning and Development
Subject: Satisfaction of Drainage Easement Conditions - West Ridge
Attachments: A-11-21 Acknowledgment Satisfaction of Drainage Easement Conditions.doc

Ken/Randy

Attached is the draft acknowledgement concerning satisfaction fo the drainage easement conditions. West Ridge is making a payment to the property owner instead of reconstructing the boundary fence. I anticipate this being signed by the property owner and delivered prior to the final plat recording.

--

Rick J Muenks, JD, MAI
Southwest Valuation, LLC - 417 866-8300
Rick J Muenks, Attorney at Law - 417 866-6503

**ACKNOWLEDGEMENT OF
SATISFACTION OF DRAINAGE EASEMENT CONDITIONS**

THIS ACKNOWLEDGEMENT is made this _____ day of May, 2021, by and between **KATHY CORLETT LEE**, ("Lee") and Grantor for recording purposes, and **WEST RIDGE 2019, LLC**, ("West Ridge") and Grantee for recording purposes.

WHEREAS, Lee is the owner of real property legally described on the attached Exhibit A ("Lee Property"); and

WHEREAS, Lee conveyed a Drainage Easement encumbering the Lee Property dated June 1, 2007 and recorded on July 26, 2007 in Book 2007, page 037302-07 of the Greene County Recorder's Office, ("Drainage Easement"); and

WHEREAS, West Ridge is the owner of the real property benefitting from the Drainage Easement described on the attached Exhibit B; and

WHEREAS, the Drainage Easement required replacement of the existing barb wire fence located on the boundary line between the property owned by Lee and the property owned by West Ridge; and

WHEREAS, Lee and West Ridge have removed the requirement of fence replacement in lieu of payment; and

WHEREAS, all conditions attached to the Drainage Easement have been satisfied and this document is intended to reflect an acknowledgement of that satisfaction.

NOW THEREFORE, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Kathy Corlett Lee hereby acknowledges that all conditions set out in the Drainage Easement dated June 1, 2007 and recorded on July 26, 2007 in Book 2007, page 037302-07 of the Greene County recorder's office have been satisfied.

Kathy Corlett Lee

STATE OF TEXAS)
) SS.
COUNTY OF _____)

On this _____ day of May, 2021, before me personally appeared Kathy Corlett Lee, known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

_____, Notary Public

My commission expires: _____

After recording, return to:
Rick J. Muenks, Attorney at Law
3041 S. Kimbrough Avenue, Ste. 106
Springfield, MO 65807

EXHIBIT A

KATHY CORLETT LEE

A part of the Northeast Quarter (NE¼) of Section 22, Township 30 North, Range 23 West of the 5th P.M. in Greene County, Missouri, described as follows: Commencing at the Northwest Corner of said NE¼; thence S 87°53'07" E, along the North line of said NE¼, 1270.71 feet for a point of beginning; thence continuing S 87°53'07" E, along said North line, 1399.67 feet to the Northeast Corner of said Section 22; thence S 01°59'31" W, along the East line of said NE¼, 2626.30 feet to the North right-of-way line of the Ozark Greenways Trail; thence N 50°19'10" W, along said right-of-way line, 1754.60 feet; thence N 01°34'50" E, 1556.63 feet to the point of beginning. Said tract contains 66.87 acres subject to roads now in use, easements and restrictions of record. Street address of said property is: 7980 West Farm Road 68, Willard, Missouri 65781.

EXHIBIT B

A TRACT OF LAND SITUATED IN THE WEST HALF (W1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN EXISTING RAILROAD SPIKE AT THE NORTHWEST CORNER OF THE WEST HALF (W1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 23, THENCE SOUTH 89 DEGREES 43 MINUTES 56 SECONDS EAST A DISTANCE OF 506.31 FEET TO A SET IRON PIN FOR CORNER; THENCE SOUTH 01 DEGREES 17 MINUTES 46 SECONDS EAST A DISTANCE OF 844.66 FEET TO A SET IRON PIN FOR CORNER; THENCE NORTH 39 DEGREES 43 MINUTES 46 SECONDS WEST A DISTANCE OF 525.42 FEET TO A SET IRON PIN FOR CORNER ON THE WEST LINE OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 23, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 844.33 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 23, TO THE POINT OF BEGINNING, EXCEPT ANY PART THEREOF TAKEN OR USED FOR ROAD OR HIGHWAY PURPOSES.

SUBJECT TO RESERVATIONS, RESTRICTIONS, EASEMENTS AND COVENANTS OF RECORD, IF ANY.

Planning and Development

From: Mark Blair <mblair@cochraneng.com>
Sent: Thursday, May 13, 2021 12:02 PM
To: Planning and Development
Subject: RE: West Ridge Final Plat and Final Development Plan

Randy,

The only outstanding general comments for the Plat are number 1 and number 13.

Per our conversation an easy way to number Planned Developments would be PD-21-001. The first number is the last two digits of the year and the second number is the sequential number of the planned development recorded in that year. When the PD is ready to be final platted, the number could be assigned.

General comment number 13. The Acknowledgment on the plat is for a Notary in Texas but the statement references Greene County, MO. They need to verify if the location is correct or if the statement should be Travis County, Texas.

The CCRs do not have a statement regarding fences, plantings or obstructions other than mailboxes are permitted within the limits of any right of way or drainage easement. This is stated on the Final Plat.

If you have any questions, please contact me.

Thanks,

Mark Blair, P.E.



www.cochraneng.com

O: (417) 595-4108

M: (573) 480-2833

HOLD HARMLESS AGREEMENT
FOR TRANSFER OF ELECTRONIC DATA

Cochran

Electronic files for this project are the sole property of Cochran and its Client. By accepting delivery hereof, the undersigned hereby agrees, to the fullest extent permitted by law, to indemnify and hold harmless Cochran and its Client from any damage, liability or cost, including attorney's fees and costs of defense, arising from any changes or use of these electronic files. Electronic files are transmitted without warranty as to their accuracy or suitability for the purpose to which the recipient intends to use them. Any use of the information obtained or derived from these electronic files will be at the recipient's sole risk. Only printed copies of documents prepared by Cochran and its Client may be relied upon as accurate. There are no expressed warranties made by Cochran and its Client with respect to electronic files, and any implied warranties are excluded. This information is subject to change and coordination for updates is the responsibility of the undersigned. Cochran and its Client are not responsible to the undersigned or any other users allowed to utilize the data by the undersigned for updating the electronic files or compatibility with the recipient's hardware and/or software. Cochran and its Client are not responsible for any electronic viruses contained in electronic files.

COCHRAN

CONFIDENTIAL

From: Planning and Development [mailto:develop@cityofwillard.org]
Sent: Wednesday, May 12, 2021 8:48 AM



Subdivision Case No. _____
Application Date _____
Application Fee \$300.00 + \$10.00/lot Residential
\$300.00 + \$10.00/lot Commercial
\$300.00 + \$10.00/lot PDD
Issuance Fee \$10.00
Recording Fee _____

CITY OF WILLARD, MO
APPLICATION
MAJOR SUBDIVISION - FINAL PLAT

We, the undersigned, request the City of Willard, Missouri Planning and Zoning Commission and Board of Aldermen to approve the final plat attached to this application, and attest to the truth and correctness of all facts and information for the final plat presented in this application. The signers represent and warrant that all lien holders have consented to all dedications and the platting provided for in this final plat and will comply with all regulations regarding the platting and subdividing of the land.

Name of Final Plat: West Ridge
Name of Preliminary Plat: West Ridge
Property Owner's Name West Ridge 2019, LLC
If corporation, Corporate Official: Nina M. Daniel
Mailing Address 5717 Sunset Ridge, Austin, TX 78735
Telephone Number (512) 789-0465 Fax Number _____

PROPERTY OWNER'S SIGNATURE(S):
Nina M Daniel
(If corporation, signature of corporation official)

**Final Development Plan
of
West Ridge Subdivision
A Residential Planned Development District
Located on the South Side of Farm Road 68
in the City of Willard
Greene County, Missouri**

**Prepared For:
Randy Brown
Director of Development
City of Willard, Missouri**

**Applicant:
West Ridge 2019, LLC**

**Dated:
May 11, 2021**

| | |
|---|---|
| <p>Applicant's Name and Address:</p> | <p>West Ridge 2019, LLC, a Missouri Limited Liability Company Donald Daniel, Member, Nina M. Daniel, Member 5717 Sunset Ridge Austin, Texas 78735</p> <p>Background of Ownership The applicant is the property owner as evidenced by Warranty Deed dated August 15, 2019 and recorded in Book 2019, Page 027975-19 of the Greene County Recorder's office. The property was acquired from Floyd Family Investments, LLC which was a related entity to Charles A. Floyd, Trustee the owner of the property when the zoning changed was approved from R-1 to PDD on May 12, 2008. Floyd Family Investments, LLC was the applicant for the preliminary plat application on July 12, 2019. The Floyd family decided to sell the property and West Ridge, 2019, LLC, an unrelated entity to Floyd Family Investments, LLC, then acquired the property on August 15, 2019 and has completed the subdivision infrastructure and development. The lots being created by development of the subdivision are contracted to sell to Cronkhite Homes, LLC and is expected to close after final approval by the City of Willard and the recording of the Final Plat, Declaration of Covenants, Conditions and Restrictions (CCR's) and Declaration of Property Owners Association (POA). Evidence of current ownership is attached hereto as Exhibit A.</p> |
| <p>Legal Description of Property Covered by Final Development Plan</p> | <p>The Final Development Plan covers the entire property that has been preliminary platted as West Ridge Subdivision. The development will not be phased. The Metes and bounds description is attached as Exhibit B.</p> |
| <p>Date of Preliminary Plan Approval:</p> | <p>Unknown. The PPD zoning change was approved on May 12, 2008 and it is believed that a preliminary plan was approved around that time. A preliminary plat was approved on August 12, 2019, that was the same as the original submitted final plat, with the exception that the older residence on the property and outbuildings had become dilapidated were being removed. Since a larger lot was no longer needed to support the older residence and outbuildings, the original lot 18 consisting of 64,846 SF is proposed to be divided into three lots that are similar in layout to the other proposed lots.</p> |
| <p>Preliminary Plat:</p> | <p>As noted, the Preliminary Plat for West Ridge Subdivision was approved on August 12, 2019 and is attached hereto as Exhibit C.</p> |
| <p>Land Use and Density:</p> | <p>West Ridge Subdivision is planned as a 20 lot subdivision to support detached single family residences. The final plat reflects a lot density of 2 units per acre which is less than the 2.5 maximum unit per acre provided in the R-1 zoning district. The following table provides the relevant land use and density information.</p> |

| | |
|--|--|
| <p>Land Use and Density Table:</p> | <p>Number of Dwelling Units: 20 Type of Dwelling Unit: Detached Single Family No. of Bedrooms Multi Family: N/A Non Residential Floor Area: N/A Total Land Area: 10 acres Detached Single Family Residential: 100% Multi Family Residential: 0% Non Residential: 0% Public & Private Open Space: 0% Streets: 13.64% Off Street Parking & Loading: 0% Smallest Lot Size 13,640 SF Largest Lot Size 24,145 SF Average Lot Size 18,809 SF</p> |
| <p>Landscape Plan for all Open Space, Buffer and Perimeter Areas:</p> | <p>The PDD contains no open space, buffer or perimeter areas, however the CCR's attached hereto as Exhibit D does contain landscaping requirements that are applicable to each lot within West Ridge.</p> |
| <p>Provision for Public/Private Open Space or Service Facilities:</p> | <p>The West Ridge PDD contains no public or private open space. However, the existing silo located on the south portion of Lot 18 is being retained as a subdivision monument sign and will be maintained by the West Ridge Property Owners Association in accordance with the Declaration of Property Owners Association, Articles of Incorporation and Bylaws attached hereto as Exhibit D.</p> |
| <p>Declaration of Covenants, Conditions and Restrictions (CCR's):</p> | <p>A copy of the proposed Declaration of Covenants, Conditions, and Restrictions (CCR's) and proposed Declaration of Property Owners Association (POA) are attached hereto as Exhibit D and Exhibit E respectfully. The CCR's regulate the use of the land and design of the single family residences in the district. Highlights of the CCR requirements are:</p> <ul style="list-style-type: none"> • Minimum Living Area Size – 1,500 SF • 3 car attached garage • 30 Year architectural shingle • Minimum roof pitch – 7/12 • Street facing exteriors 25% brick, stone or EIFS |
| <p>Utility Plans showing placement of water mains, sanitary and storm sewer, gas, electric and telephone lines:</p> | <p>The utility plans were submitted and approved prior to the commencement of the infrastructure construction at West Ridge and have previously been submitted to the City of Willard as part of that process.</p> |
| <p>Changes to Preliminary Plan/Plat:</p> | <p>In order to accommodate three car garages at each residence, a request was made to reduce the side yard setback from 10 feet to 7.5 feet. The request was approved on December 28, 2020 and the Final Plat being submitted in conjunction with this Final Development Plan reflects that change.</p> |

| | |
|--|--|
| <p>Proof of Recording of Easements and Restrictive Covenants:</p> | <p>The executed CCR's and Declaration of POA will be submitted to city administrators at the time that the final plat is submitted these documents will be recorded at the time that the final plat is recorded. The sale of the lots will not and cannot be made until after these documents are recorded. There is an off-site drainage easement benefiting the subdivision that was recorded on July 26, 2007 and recorded in book 2007, page 037302-07 of the Greene County recorder's office. The drainage easement required that public water main be extended to the adjacent property as part of the subdivision infrastructure and the adjacent property owner has conveyed an easement to the City of Willard and the water line extension has been completed. The drainage easement also required that the subdivision land owner reconstruct fencing at the time that the subdivision infrastructure is completed. However the parties have modified that provision and the fencing replacement is no longer required. An executed acknowledgement of the drainage easement conditions being satisfied will be submitted to city administrators at the time that the final plat is being recorded.</p> |
| <p>All Certificates, Seals, and Signatures:</p> | <p>Being submitted in conjunction with this Final Development Plan is a signed and sealed Final Plat. Upon approval of this Final Development Plan, and the Final Plat by the City of Willard, the Final Plat mylar and paper copies, along with the original CCR's, original Declaration of POA, and acknowledgement of satisfaction of drainage easement conditions will be submitted in accordance with Section 400.1110 of the Willard Land Development Regulations.</p> |

Exhibit A - Warranty Deed Evidencing Ownership

Electronically Recorded

027976-19 15 Aug 2019 03:22:27 PM



Book: 2019
Page: 027976-19
2 pages

REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Cheryl Dawson Spaulding
Cheryl Dawson-Spaulding
Recorder of Deeds

lunningham

LLC WARRANTY DEED

FILE NO. 19-87066

THIS DEED, made and entered into August 15, 2019, by and between Floyd Family Investments, LLC, a Limited Liability Company organized and existing under the laws of the State of Missouri, Grantor, County of Greene, State of Missouri, in consideration of Ten Dollars and other valuable consideration to it paid by West Ridge 2019 LLC, Grantee, of the County of Greene, State of Missouri, whose mailing address is:

5717 Sunset Ridge, Austin TX 78735
the receipt of which is hereby acknowledged, and by virtue and pursuant of a Resolution of the Members of said Grantor, does by these presents, GRANT, BARGAIN, SELL, CONVEY AND CONFIRM unto the said Grantee, and their heirs and assigns, the following described Real Estate, situated in the County of Greene, State of Missouri, to wit:

A TRACT OF LAND SITUATED IN THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN EXISTING RAILROAD SPIKE AT THE NORTHWEST CORNER OF THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 23, THENCE SOUTH 89 DEGREES 43 MINUTES 58 SECONDS EAST A DISTANCE OF 508.31 FEET TO A SET IRON PIN FOR CORNER; THENCE SOUTH 01 DEGREES 17 MINUTES 46 SECONDS EAST A DISTANCE OF 844.68 FEET TO A SET IRON PIN FOR CORNER; THENCE NORTH 39 DEGREES 43 MINUTES 46 SECONDS WEST A DISTANCE OF 525.42 FEET TO A SET IRON PIN FOR CORNER ON THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 23, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 844.33 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 23, TO THE POINT OF BEGINNING, EXCEPT ANY PART THEREOF TAKEN OR USED FOR ROAD OR HIGHWAY PURPOSES.

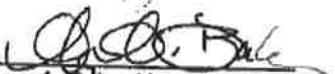
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD, IF ANY.

TO HAVE AND TO HOLD the premises aforesaid, 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 that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the premises are free and clear of any encumbrances done or suffered by it or those under whom it claims; and that it will Warrant and Defend the title to the said premises unto Grantee, and unto its successors and assigns forever, against the lawful claims and demands of all

persons whomsoever, excepting however, the general taxes for the current calendar year, and thereafter, and special taxes becoming a lien after the date of this deed, and restrictions, easements and building set back lines of record, if any and zoning laws.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed by its Manager on August 15, 2019.

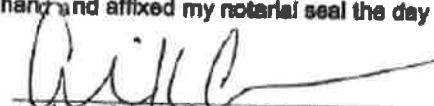
FLOYD FAMILY INVESTMENTS, LLC

By 
Amy A. Bake, Manager

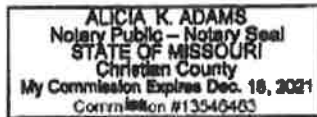
State of Missouri)
) SS
County of Greene)

On August 15, 2019, before me personally appeared Amy A. Bake, to me known, who, being by me duly sworn, did say that he/she is member(s) of Floyd Family Investments, LLC, of the State of Missouri, and that the said instrument was signed on behalf of said Limited Liability Company by authority of its Members; and said person(s) acknowledged said instrument to be the free act and deed of said Limited Liability Company and that said Limited Liability Company has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.


Alicia K. Adams, Notary Public

My commission expires: 12/18/2021



Electronically Recorded

001679-20 16 Jan 2020 10:01:29 AM



Book: 2020
Page: 001679-20
1 page

REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Cheryl Dawson-Spaulling
Cheryl Dawson-Spaulling
Recorder of Deeds

lunningham

SCRIVENER'S AFFIDAVIT

FILE NO. 19-87088

I, ALICIA ADAMS, Notary Public, GRANTOR, notarized a WARRANTY DEED recorded in Book 2019, Page 027975-19, executed by Floyd Family Investments, LLC, for benefit of West Ridge 2019 LLC, and do hereby state that the purpose of this affidavit is to correct the typographical error in the legal description on the above referenced document and should replace the legal description on said document.

GRANTEE: TO WHOM IT MAY CONCERN

The correct legal description which was intended to be conveyed should read as follows:

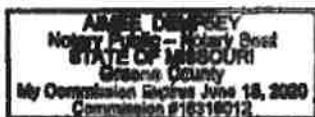
A TRACT OF LAND SITUATED IN THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN EXISTING RAILROAD SPIKE AT THE NORTHWEST CORNER OF THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 23, THENCE SOUTH 89 DEGREES 43 MINUTES 56 SECONDS EAST A DISTANCE OF 506.31 FEET TO A SET IRON PIN FOR CORNER; THENCE SOUTH 01 DEGREES 17 MINUTES 46 SECONDS EAST A DISTANCE OF 844.66 FEET TO A SET IRON PIN FOR CORNER; THENCE NORTH 89 DEGREES 43 MINUTES 46 SECONDS WEST A DISTANCE OF 525.42 FEET TO A SET IRON PIN FOR CORNER ON THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 23, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 844.33 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 23, TO THE POINT OF BEGINNING, EXCEPT ANY PART THEREOF TAKEN OR USED FOR ROAD OR HIGHWAY PURPOSES.

Alicia Adams
ALICIA ADAMS

State of Missouri)
) ss
County of Greene)

On January 15, 2020, before me personally appeared ALICIA ADAMS, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Almee Dempsey
Almee Dempsey, Notary Public

Exhibit B – Legal Description of Area Covered by Development Plan

A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23; THENCE SOUTH 87°43' 28" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER 506.26 FEET; THENCE SOUTH 00°42' 12" WEST, 844.67 FEET; THENCE NORTH 87°43' 27" WEST, 525.25 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 01°59' 31" EAST ALONG SAID WEST LINE 844.37 FEET TO THE POINT OF BEGINNING, AND CONTAINING 10.00 ACRES OF LAND, MORE OR LESS, SUBJECT TO ROADS NOW IN USE, EASEMENTS AND RESTRICTIONS OF RECORD.

Exhibit D – Declaration of Covenants, Conditions and Restrictions (CCR’s) – West Ridge

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS WEST RIDGE SUBDIVISION

THIS DECLARATION is made as of the _____ day of May, 2021, by West Ridge 2019, LLC, a Missouri limited liability company (“Developer”), and also referred to as Grantor for recording purposes.

WITNESSETH:

WHEREAS, Developer has executed and filed with the Recorder of Deeds of Greene County, Missouri, a plat of the subdivision known as “West Ridge” and

WHEREAS, such plat creates the subdivision of West Ridge composed, in part, of the following described lots and tracts, in Greene County, Missouri to-wit:

A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, AND MORE PARTICULARLY DESCRIBED NORTHWEST QUARTER OF SECTION 23, THENCE SOUTH 87° 43’ 28” EAST ALONG THE NORTH LINE 00’ 42’ 12” WEST, 844.68 FEET; THENCE NORTH 87° 43’ 27” WEST; 525.25 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, THENCE NORTH 01° 59’ 31” EAST ALONG SAID WEST LINE 814.37 FEET TO THE POINT OF BEGINNING, AND CONTAINING 10.00 ACRES OF LAND, MORE OR LESS, SUBJECT TO ROADS NOW IN USE, EASEMENTS AND RESTRICTIONS OF RECORD.

ALSO KNOWN AS LOTS 1 THROUGH 20 OF WEST RIDGE, A RESIDENTIAL PLANNED DEVELOPMENT DISTRICT IN THE CITY OF WILLARD, GREENE COUNTY, MISSOURI.

and

WHEREAS, Developer, as the present owner and developer of the above-described lots, desires to place certain restrictions on such lots to preserve and enhance the value, desirability and attractiveness of the development and improvements constructed thereon and to keep the use thereof consistent with the intent of the Developer, all of which restrictions shall be for the use and benefit of the Developer and its future grantees, successors and assigns;

NOW, THEREFORE, in consideration of the premises contained herein, Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the above-described lots shall be, and they hereby are, restricted as to their use and otherwise in the manner hereinafter set forth.

1. Definitions. For purposes of this Declaration, the following definitions shall apply:

(a) "Approving Party" shall mean (i) prior to the recording of the Certificate of Substantial Completion, the Developer (or its designees from time to time) and (ii) subsequent to the recording of the Certificate of Substantial Completion, the Property Owners Association.

(b) "Architectural Committee" shall mean (i) prior to the recording of the Certificate of Substantial completion, the Developer (or its designees from time to time) and (ii) on and after the recording of the Certificate of Substantial Completion, a committee comprised of three (3) members of the Property Owners Association who shall be appointed by the Board.

(c) "Board" shall mean the Board of Directors of the Property Owners Association.

(d) "Certificate of Substantial Completion" shall mean a certificate executed, acknowledged and recorded by the Developer stating that all, or at the Developer's discretion, substantially all, of the Lots in the District (as then composed or contemplated by the Developer) have been sold by the Developer and the Dwelling Units to be constructed thereon are substantially completed.

(e) "Developer" shall mean and refer to West Ridge 2019, LLC, and its successors and assigns.

(f) "Dwelling Unit" shall mean any structure or portion of a structure designed and permitted for human occupancy.

(g) "District" shall mean all of the above-described lots in West Ridge, and all additional property which hereafter may be made subject hereto in the manner provided herein.

(h) "Exterior Structure" shall mean any structure or other improvement erected or maintained on a Lot other than the Dwelling Unit structure or any structural component thereof, and shall include, without limitation, any deck, gazebo, greenhouse, doghouse or

other animal shelter or run, outbuilding, fence, patio wall, privacy screen, boundary or retaining wall, bridge, patio enclosure, tennis court, paddle tennis court, swimming pool, hot tub, basketball goal, swing set, trampoline, sand box, playhouse, treehouse or other recreational or play structure.

(i) "Property Owners Association" shall mean the Missouri not-for-profit corporation to be formed by the Developer for the purpose of serving as the property owners association for the District.

(j) "Lot" shall mean any lot shown as a separate lot on any recorded plat of all or part of the District.

(k) "Owner" shall mean the record owner in fee simple of any Lot, including the Developer, and for purposes of all obligations of the Owner hereunder, shall include, where appropriate, all family members and tenants of such Owner and all of their guests and invitees.

(l) "Street" or "street" shall mean any public street, road, terrace, circle, boulevard or cul-de-sac shown on any recorded plat of all or part of the District.

2. Use of Land. None of the Lots may be improved, used or occupied for other than residential uses. Nothing herein shall prevent the Developer or others (including, without limitation, builders and real estate sales agencies) authorized by the Developer from using temporary buildings or structures or any Dwelling Unit for model, office, sales or storage purposes prior to the recording of the Certificate of Substantial Completion.

3. Building Material Requirements. Stella Court facing exterior walls of all Dwelling Units and all appurtenances thereto shall consist of twenty-five percent (25%) brick, stone or stucco EFIS.

4. Design Requirements. No Dwelling Unit shall be constructed upon any Lot in the District unless it has a total finished floor area of not less than 1,500 square feet, including any finished attics, basements and similar habitable areas, but excluding garages. All Dwelling Units at a minimum shall have an attached three-car garage for the exclusive use of that Dwelling Unit. All roofs shall use a 30-year architectural shingle and have a minimum roof pitch of 7/12.

5. Approval of Plans and Post-Construction Changes.

(a) Notwithstanding compliance with the provisions of Sections 2, 3 and 4 above, no Dwelling Unit or Exterior Structure may be erected upon any Lot unless and until the building plans, specifications, materials, location, elevations, lot grading plans, general landscaping plans, and exterior color scheme have been submitted to and approved in writing by the Architectural Committee. No change or alteration in or deviation from the approved building plans, specifications, materials, location, elevations, grading plans, landscaping plans or exterior color scheme shall be made until such change, alteration or deviation has been submitted to and approved in writing by the Architectural Committee.

(b) Following the completion of construction of any Dwelling Unit or Exterior Structure, no exterior colors or general landscaping or grading shall be changed and no exterior additions or alterations shall be made unless and until the changes have been submitted to and approved in writing by the Architectural Committee. All replacements of all or any portions of a structure because of age, casualty loss or other reason, including, without limitation, roofs and siding, shall be of the same materials, location and elevation as the original structure unless the changes have been submitted to and approved in writing by the Architectural Committee.

6. Set Backs. No Dwelling Unit (exclusive of porches, porticoes, stoops, balconies, bay and other windows, eaves, chimneys and other similar projections) or Exterior Structure shall be located closer to any street than the building setback lines, if any, shown on the plat; provided, however, that the Architectural Committee, in its discretion, may waive or alter any such building setback lines to the extent they are greater than the minimum setbacks, if any, required by City of Willard, Missouri.

7. Commencement and Completion of Construction. Unless the following time periods are expressly extended by the Developer in writing, construction of the Dwelling Unit on a Lot shall be commenced within one (1) year following the date of delivery of a deed from the Developer to the purchaser of such Lot and shall be completed within eighteen (18) months after such commencement. In the event such construction is not commenced within such one (1) year period (or extension thereof), the Developer shall have, prior to commencement of construction, the right to repurchase such Lot from such purchaser at its original sale price. No Owner of a Lot in violation of this construction commencement provision shall be entitled to reimbursement for taxes, interest, assessments or other expenses paid or incurred by or for such Owner.

8. Exterior Structures.

(a) No Exterior Structure shall be erected upon, moved onto or maintained upon any Lot except in compliance with the additional specific restrictions set forth in subsection (b) and (c) below or elsewhere in this Declaration.

(b) All fences, walls and privacy screens (other than any installed by the Developer) shall be six feet (72") dog ear wood privacy fence and must be approved by the Architectural Committee. Except as specifically authorized by the Architectural Committee, no exterior structure fence, wall or privacy screen shall extend toward the front of the Dwelling Unit beyond three feet (3') of rear corners of the outermost side walls of the Dwelling Unit.

(c) All outbuildings, green house, dog house and any building located on a Lot besides the Dwelling Unit shall have roof materials and roof color that matches the roof of the Dwelling Unit and shall have siding that matches the siding of the Dwelling Unit.

(d) No Exterior Structure that is prohibited under Section 9 below shall be permitted under this Section 8.

9. Buildings or Uses Other Than for Residential Purposes; Noxious Activities; Miscellaneous.

(a) Except as otherwise provided in Section 2 above and in this Section 9(a), no Lot shall ever be used, and no Dwelling Unit or Exterior Structure or other improvement shall ever be placed, erected or used, for business, professional, trade or commercial purposes on any Lot. Home offices for the use of occupants of the Dwelling Unit on a Lot shall be permitted, provided that such use is not discernable from outside the Dwelling Unit and that the public, customers, clients, patients or other business invitees or guests are not received there for business or commercial purposes other than on an incidental basis in connection with social functions.

(b) No noxious or offensive activity shall be carried on with respect to any Lot, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any Lot, nor shall anything be done which may be or become an annoyance or a nuisance to the neighborhood. Each Owner shall properly maintain his Lot in a neat, clean and orderly fashion. All Dwelling Units and Exterior Structures shall be kept and maintained in good condition and repair at all times.

(c) No truck (except standard two ton or smaller noncommercial pickup trucks) or commercial vehicle shall be parked, left or stored on any Lot or street for more than an eight-hour period. No vehicle in inoperable condition or any trailer, mobile home, bus, van, camper, recreational vehicle, boat, boat trailer or other mobile apparatus of any nature or kind whatsoever (other than personal automobiles and standard 2 ton or smaller non-commercial pickup trucks) shall be parked, left or stored on any Lot or street for more than a 24-hour period except in an enclosed garage. Motorized vehicles shall not be operated other than in the street.

(d) No television, radio, citizens' band, short wave or other antenna, or any satellite dish, solar panel, clothes line or pole, or other unsightly projection shall be attached to the exterior of any Dwelling Unit or erected on any Lot without the approval of the architectural committee. No lights or other illumination shall be higher than the eaves of the Dwelling Unit.

(e) All garage doors shall remain closed at all times except when necessary for entry or exit.

(f) Mailboxes will be a Cluster Box Unit (CBU) as required by the United States Postal Service.

(g) No speaker, horn, whistle, siren, bell or other sound device, except intercoms not audible beyond the Lot lines and devices used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Dwelling Unit or in any yard.

(h) In the event of vandalism, fire, windstorm or other damage, no Dwelling Unit or Exterior Structure shall be permitted to remain in damaged condition for longer than six (6) months.

(i) No fuel storage tanks of any kind, above or below ground, shall be permitted.

(j) No Lot or combination of Lots shall be re-subdivided or replatted. No Lot shall be sold or conveyed except as a whole as described on the recorded plat of the District, except as may be otherwise approved in writing by the Approving Party.

(k) No fences, plantings, structures, or other obstructions besides mailboxes are permitted within the limits of any right of way or drainage easement.

10. Animals. No livestock, poultry or other animals of any kind shall be raised, bred or kept on any Lot except that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes and do not constitute a nuisance to the neighbors or neighborhood. Subject to any more restrictive law or ordinance, in no event shall more than two dogs or cats, or combination thereof, be raised, kept or maintained at any Dwelling Unit.

11. Landscaping and Lawns. Prior to occupancy, and in all events within twelve (12) months following commencement of construction of the Dwelling Unit, the Owner thereof shall sod the front lawn to the front corners of the Dwelling Unit and back lawns can by hydroseed and otherwise landscape the Lot to the same standards as those generally prevailing throughout the District and in accordance with plans approved by the Architectural Committee. The Owner of each Lot shall keep the lawn neat, clean and uniformly mowed and clipped to a reasonable and attractive height and shall properly maintain and replace all trees and landscaping.

12. Easements for Public Utilities; Drainage; Maintenance. The Developer and Property Owners Association (after the filing of the Certificate of Substantial Completion), shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of, drains, pipelines, sanitary and storm sewers, gas and water mains and lines, electric, telephone and cable television lines and other utilities, and to give or grant rights-of-way or easements therefor, over, under, upon and through all easements, rights-of-way shown on the recorded plat of the District. All utility easements and rights-of-way shall inure to the benefit of all utility companies for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of the Developer, Property Owners Association and all Owners in the District as a cross easement for utility line or service maintenance.

13. Architectural Committee. The Architectural Committee shall meet when necessary to consider applications with respect to any matters that require the approval of the Architectural Committee as provided herein. A majority of the members of the Architectural Committee shall constitute a quorum for the transaction of business at a meeting. Every act or decision made by a majority of the members present at a meeting at which a quorum is present shall be regarded as the act or decision of the Architectural Committee, and no act or decision made at any other time or in any other manner by the Architectural Committee or any member or members thereof

shall be valid or binding or constitute a waiver of any provision of this Declaration. In making its decisions, the Architectural Committee may consider any and all aspects and factors that the committee members, in their reasonable discretion, determine to be appropriate to establish and maintain the quality, character and aesthetics of the District, including but not limited to the consistency and harmony of the proposed work and improvements with the Developer's overall plans for the District and existing improvements in and the general appearance of the District, the potential impact on property values within the District and compliance with the specific requirements of this Declaration. All decisions of the Architectural Committee shall be in writing and delivered to the applicant.

14. No Liability for Approval or Disapproval. The Developer, nor any member of the Architectural Committee shall be personally liable to any person for any discretionary or other approval, disapproval or failure to approve any matter submitted for approval, for the adoption, amendment or revocation of any rules, regulations, restrictions or guidelines or for the enforcement of or failure to enforce any of the restrictions contained in this Declaration or any of such rules, regulations, restrictions or guidelines.

15. Covenants Running with Land; Enforcement. The agreements, restrictions and reservations herein set forth are, and shall be, covenants running with the land into whosoever hands any of the property in the District shall come, for the benefit of all the land in the District. The Developer, and its successors, assigns and grantees, and all parties claiming by, through or under them, shall conform to and observe such agree-ments, restrictions and reservations; provided, however, that no person shall be obligated to enforce any such agreements, restrictions and reservations. No agreement, restriction or reservation herein set forth shall be personally binding upon any Owner except with respect to breaches thereof committed during such Owner's seizing of title to such Lots; provided, however, that the immediate grantee from the builder of the Dwelling Unit on a Lot shall be personally responsible for breaches committed during such builder's ownership of such Lot.

The Developer, its successors and assigns, and the Owner of any of the Lots, shall have the right (but not the obligation) to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the agreements, restrictions and reservations herein set forth, in addition to any action at law for damages. The failure to enforce any of the agreements, restrictions or reservations herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter.

16. Assignment of Developer's Rights. The Developer shall have the right and authority from time to time, by appropriate agreement made expressly for that purpose and recorded in the office of the Recorder of Deeds of Greene County, Missouri, to assign, convey, transfer and set over to any person or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Developer, and upon such assignment the assignee shall then for all purposes be the Developer hereunder with respect to the assigned rights, benefits, powers, reservations, privileges, duties and responsibilities. Such assignee and its successors and assigns shall

have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties, and responsibilities hereunder.

17. Duration, Release and Modification of Restrictions. The provisions of this Declaration shall remain in full force and effect for a period of twenty-five (25) years from the date hereof, and shall automatically be continued thereafter for successive periods of five (5) years each; provided, however, that the then Owners of fifty percent (50%) of the Lots may release the District from all or part of such provisions at the expiration of the initial period or at the expiration of any extension period by executing (in one or more counterparts), acknowledging and recording an appropriate agreement in writing for such purpose, at least thirty (30) days prior to the original expiration date or to a subsequent expiration date, whichever is applicable. The provisions of this Declaration may be amended, modified or supplemented, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by both (a) the Owners (excluding therein the Developer if it is then an Owner) of fifty percent (50%) of the Lots (excluding those owned by the Developer) within the District as then constituted and (b) the Developer if it is then an Owner.

18. Extension of District. The Developer shall have, and expressly reserves, the right, from time to time, to add to the existing District and to the operation of the provisions of this Declaration such other adjacent (without reference to any street or right-of-way) lands as it may now own or hereafter acquire by executing, acknowledging and recording an appropriate written declaration or agreement subjecting such land to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof; provided, however, that such declaration or agreement may contain such deletions, additions and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable as solely determined by the Developer in good faith.

19. Severability. Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions, or any part thereof, but they shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed the day and year first written above.

By: _____
Donald Daniel, Member

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of May, 2021, before me, _____, a Notary Public in and for said State, personally appeared Donald Daniel, Member of West Ridge 2019, LLC, known to me to be the person who executed the within Declaration of Covenants, Conditions, and Restrictions in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year last above written.

Notary Public

My commission expires: _____

After recording, return to:
Rick J. Muenks, Attorney at Law
3041 S. Kimbrough Avenue, Suite 106
Springfield, MO 65807

Exhibit D – Declaration of Property Owners Association
Declaration (POA) – West Ridge

**PROPERTY OWNERS ASSOCIATION DECLARATION
WEST RIDGE SUBDIVISION**

THIS DECLARATION, made as of the _____ day of May, 2021, by West Ridge 2019, LLC, a Missouri limited liability company, ("Developer")

WHEREAS, Developer has executed and filed with the Recorder of Deeds of Greene County, Missouri, a plat of the subdivision known as "West Ridge Subdivision;" and

WHEREAS, such plat creates the subdivision of West Ridge Subdivision, composed, in part, of the following described lots and tracts located in Greene County, Missouri, to-wit:

A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23; THENCE SOUTH 87°43'28" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER 506.26 FEET; THENCE SOUTH 00°42'12" WEST, 844.67 FEET; THENCE NORTH 87°43'27" WEST, 525.25 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 01°59'31" EAST ALONG SAID WEST LINE 844.37 FEET TO THE POINT OF BEGINNING, AND CONTAINING 10.00 ACRES OF LAND, MORE OR LESS, SUBJECT TO ROADS NOW IN USE, EASEMENTS AND RESTRICTIONS OF RECORD.

and

WHEREAS, Developer, as the present owner and developer of the above-described lots and tracts, desires to create and maintain a residential neighborhood and a property owners association for the purpose of enhancing and protecting the value, desirability, attractiveness and maintenance of the property within the subdivision; and

WHEREAS, Developer desires to comply with the applicable provisions of Section 400.1230 of the City of Willard Code as it pertains to West Ridge Subdivision.

NOW, THEREFORE, in consideration of the premises contained herein, Developer, for itself and for its successors and assigns, and for its future grantees, hereby subjects West Ridge Subdivision, to the covenants, obligations, charges, assessments and easements hereinafter set forth.

ARTICLE I DEFINITIONS

For purposes of this Declaration, the following definitions shall apply:

(a) "Board of Directors" shall mean the Board of Directors of the Property Owners Association. The Developer shall have the right to appoint members of the board of the Association up and until the time that Developer files its Certificate of Substantial Completion.

(b) "Certificate of Substantial Completion" shall mean a certificate executed, acknowledged and recorded by the Developer stating that all, or at the Developer's discretion, substantially all, of the Lots in the District (as then composed or contemplated by the Developer) have been sold by the Developer and the residences to be constructed thereon are substantially completed.

(c) "Common Areas" shall mean the silo designed and functioning as a subdivision monument and located on the south portion of Lot 18 of West Ridge Subdivision.

(d) "Developer" shall mean and refer to West Ridge 2019, LLC, a Missouri limited liability company, and its successors and assigns.

(e) "District" shall mean all of the above-described land and also being that area shown on the Plat of West Ridge Subdivision, recorded in Plat Book _____ of the Greene County Recorder's Office. West Ridge, all Common Areas, and all additional property which hereafter may be made subject hereto in the manner provided herein.

(f) "Property Owners Association" shall mean the Missouri not-for-profit corporation to be formed by the Developer for the purpose of serving as the Property Owners Association for the District. Until the Certificate of Substantial is recorded, the Developer shall have the right to appoint the directors of the Property Owners Association, and said Association may, but is not required to call a meeting of the members.

(g) "Lot" shall mean any lot shown as a separate lot on any recorded plat of all or part of the District.

(h) "Owner" shall mean the record owner in fee simple of any Lot, including the Developer.

(i) "Street" or "street" shall mean any public street, road, terrace, circle, boulevard or cul-de-sac shown on any recorded plat of all or part of the District.

ARTICLE II
PROPERTY OWNERS ASSOCIATION MEMBERSHIP, VOTING AND MANAGEMENT

1. Membership in the Property Owners Association shall be limited to the Owners of Lots within the District. Membership in the Property Owners Association is mandatory on every Owner and all successive lot Owners. Such Owner shall automatically be and become a member upon acquisition of fee title to a Lot. The Property Owners Association shall have only one class of membership. Each member shall have one vote for each Lot for which he is the Owner and upon which he shall not be delinquent in the payment of any assessment; provided, however, that when more than one person is an Owner of any particular Lot, all such persons shall be members and the vote for such Lot shall be exercised as they, among themselves, shall determine, but in no event shall the vote be divided nor shall more than one vote be cast with respect to such Lot.

2. On or before the sale closing of each Lot the seller of that respective Lot shall cause for a copy of these Declarations to be made available to the buyer of the respective Lot.

ARTICLE III
POWERS AND DUTIES OF THE PROPERTY OWNERS ASSOCIATION

1. In addition to the powers granted by other portions of this Declaration, by any deeds, declarations or plats covering the property in the District or by law, the Property Owners Association shall have the power and authority to do and perform all such acts as may be deemed necessary or appropriate by its Board of Directors to carry out and effectuate the purposes of this Declaration, including, without limitation:

(a) To enforce, in its own name, any and all building, use or other restrictions, obligations, agreements or reservations which have been or hereafter may be imposed upon any of the Lots; provided, however, that this right of enforcement shall not serve to prevent changes, releases or modifications of restrictions, obligations, agreements or reservations from being made by the parties having the right to make such changes, releases or modifications under the terms of the deeds, declarations or plats in which such restrictions, obligations, agreements and reservations are set forth. The expense and cost of any such enforcement proceedings by the Property Owners Association may be paid out of the general fund of the Property Owners Association, as herein provided. Nothing herein contained shall be deemed or construed to prevent the Developer or any Owner from enforcing any building, use or other restrictions in its or his or her own name.

(b) To acquire and own title to or interests in, and exercise control over, the Common Areas, subject to the rights (including ownership) of any governmental authority, utility or any other person or entity therein or thereto.

(c) To maintain public liability, workers' compensation, fidelity, fire and other casualty, director and officer liability, indemnification and other insurance with respect to the activities of the Property Owners Association and the property within the District.

(d) To levy and collect the assessments which are provided for in this Declaration and to maintain accounts and accounting records with respect thereto.

(e) To enter into and perform agreements from time to time with the Developer and other parties regarding the performance of services and matters benefitting both the Developer and the Property Owners Association and its members and the sharing of the expenses associated therewith.

(f) To enter into and perform agreements with the Developer, other developers, other property owners' associations and other parties relating to the joint use, operation and maintenance of any recreational facilities and other similar common areas, whether in or outside the District, and the sharing of expenses related thereto.

(g) To engage the services of a management company or other person or entity to carry out and perform all or any part of the functions and powers of the Property Owners Association, including, without limitation, keeping of books and records, operation and maintenance of Common Areas and maintenance of lawns and landscaping.

(h) To engage the services of a security guard or security patrol service.

(i) To provide for the collection and disposal of rubbish and garbage; to pick up and remove loose material, trash and rubbish of all kinds in the District; and to do any other things necessary or desirable in the judgment of the Board of Directors of the Property Owners Association to keep any property in the District neat in appearance and in good order.

(j) To exercise any architectural and aesthetic control and authority given and assigned to it in this Declaration or in any other deed, declaration or plat relating to all or any part of the District.

(k) To make, amend and revoke reasonable rules, regulations, restrictions and guidelines (including, without limitation, regarding the use of Common Areas) and to provide means to enforce such rules, regulations and guidelines for the purpose of adequately and properly carrying out the provisions and purposes of this Declaration.

(l) To exercise such other powers as may be set forth in the Articles of Incorporation or Bylaws of the Property Owners Association.

2. In addition to the duties required by other portions of this Declaration and by law, the Property Owners Association shall have the following duties and obligations with respect to providing services to Owners within the District:

(a) Except as otherwise provided in any agreement with the Developer, and other provisions of these Declarations, the Property Owners Association shall at all times pay and be responsible for the proper maintenance of, and shall maintain the silo improved as a subdivision monument sign located on Lot 18. The Property Owners Association shall also be responsible for the liability insurance and property taxes associated with the silo improvement, if any. This duty of the Property Owners Association shall be permanent. In order to achieve this duty, the Property Owners Association, its agents, representatives, employees and contractors are hereby granted an easement over, under and across Lot 18 of West Ridge Subdivision for the purpose of accessing, maintaining, constructing and repairing the existing silo structure on Lot 18.

(b) In the event drainage improvements and drainage easements areas are not being adequately maintained by the respective Owner of the Lot that contains said drainage improvements and drainage easements, the Property Owners Association shall pay and be responsible for the proper maintenance of the drainage improvements and drainage easements. The Property Owners Association shall have the right to assess the responsible Owner for all costs incurred by the Property Owners Association in accordance with Article VI.

ARTICLE IV METHOD OF PROVIDING GENERAL FUNDS

1. For the purpose of providing a general fund to enable the Property Owners Association to exercise the powers, maintain the improvements and render the services provided for herein, all Lots in the District, other than Lots then owned by the Developer, shall be subject to an annual assessment to be paid to the Property Owners Association by the respective Owners thereof as provided in this Article IV. The amount of such assessment per Lot shall be fixed periodically by the Property Owners Association, and, until further action of the Property Owners Association, shall be \$50 per year for Lots improved with an occupied residence.

2. The assessment provided for herein shall be due and payable on such dates as shall be determined by the Board of Directors from time to time, and may be made payable in installments at the discretion and in such manner as the Board of Directors shall determine; provided, however, that the first assessment for each Lot shall be due and payable upon the earlier of occupancy of the residence on the Lot or the closing of the sale of the Lot from the builder to the buyer and shall be prorated as of the date thereof. No Owner or Lot shall be entitled to receive any services to be provided by and through the Property Owners Association until such time as the first assessment has been paid.

**ARTICLE V
LIEN ON REAL ESTATE**

1. Each Owner (other than the Developer) shall be personally liable for payment of all assessments becoming due and payable during the time such Owner holds fee title to a Lot, and the assessment shall become a lien on such Lot as soon as it is due and payable. In the event of the failure of any Owner to pay any assessment within thirty (30) days of the due date thereof, then such assessment shall bear interest at the rate of eighteen percent (18%) per annum from the due date until paid. Should an attorney be engaged to collect any assessment hereunder, all costs of collecting such assessment, including court costs and reasonable attorneys' fees, shall, to the extent permitted by applicable law, be added to the amount of the assessment being collected and the lien on the Lot.

2. All liens on any Lot for assessments provided for herein shall be inferior and subordinate to the lien of any valid purchase money first mortgage or deed of trust now existing or which may hereafter be placed upon such Lot.

3. Nonpayment of any assessment provided for herein within thirty (30) days from the due date thereof shall cause such assessment to become delinquent. Payment of both principal and interest of a delinquent assessment may be enforced as a mortgage lien on such Lot through proceedings in any court in Greene County, Missouri, having jurisdiction of suits for the enforcement of such liens, or by any other appropriate proceedings allowed by law. The Property Owners Association may file certificates of nonpayment of assessments in the office of the Recorder of Deeds of Greene County, Missouri, whenever any assessment is delinquent. For each certificate so filed, the Property Owners Association shall be entitled to collect from the Owner of the Lot described therein a fee established by the Property Owners Association from time to time, which initially shall be \$100, which fee shall be added to the amount of the delinquent assessment and the lien on the Lot.

4. In the event the Developer or Property Owners Association fails to maintain the Common Areas or should the Property Owners Association be dissolved for any reason and the Common Areas are not maintained in reasonable condition, the City of Willard may enter and maintain the Common Areas in accordance with the procedures set out in Subsection 400.1230 (F) of the Willard City Code. The City of Willard shall assess the cost of maintenance ratably against the Lots that have a right to enjoy, use, or benefit from the Common Area. This assessment shall become a charge on the Lots and such charge shall be paid by the Lot Owner within thirty (30) days after receipt of same. The assessment shall constitute a lien against the respective Lot.

5. Such liens shall continue for a period of ten (10) years from the date of delinquency and no longer, unless within such period suit shall have been instituted for collection of the assessment, in which case the lien shall continue until payment in full or termination of the suit and sale of the property under execution of judgment.

6. The Property Owners Association may cease to provide any or all of the services to be provided by or through the Property Owners Association with respect to any Lot during any period that the Owner is delinquent in the payment of any assessment (including special assessments) due under this Declaration, and no such cessation of services shall result in a reduction of any amount due from the Owner before, during or after such cessation.

ARTICLE VI SPECIAL ASSESSMENTS

In addition to the other assessments provided for herein, the Board of Directors (a) shall have the authority to levy from time to time a special assessment against any Lot (other than any Lot when owned by the Developer) and its Owner (other than the Developer) to the extent the Property Owners Association expends any money (whether for services or materials or otherwise) to correct or eliminate any breach by such Owner of any agreement, obligation, reservation or restriction contained in any deed, declaration or plat covering such Lot (including, without limitation, to maintain or repair any Lot or improvement thereon) and (b) shall levy from time to time special assessments against each and every Lot (other than any Lot then owned by the Developer) in an equal amount that is sufficient, when aggregated, to enable the Property Owners Association to perform its duties as specified in subsection 2 of Article III hereof that require any expenditure during any period in an amount in excess of the general funds of the Property Owners Association available therefor. In addition, special assessments against each and every Lot (other than any Lot then owned by the Developer) to pay the costs of constructing, maintaining, altering or repairing an improvement thereon may be levied (i) if fifty percent (50%) of the Owners (other than the Developer if it is then an Owner) present and entitled to vote at a meeting of the members specially called for that purpose and of which advance notice is given authorize such special assessments by an affirmative vote therefor, and (ii) if the Developer, if it is then an Owner, approves such special assessments in writing. Special assessments shall be due and payable, shall be the personal obligation of the then-Owner of each Lot and shall become a lien on such Lot upon notice to such Owner of the assessment. Interest at the rate of eighteen percent (18%) per annum shall accrue from the due date until paid and shall also be part of the lien against such Lot. Such lien shall be enforced and terminated in accordance with the provisions of Article V above.

ARTICLE VII LIMITATION ON EXPENDITURES

The Property Owners Association shall at no time expend more money within any one year than the total amount of the assessments (including special assessments) for that particular year, plus any surplus and available reserves which it may have on hand from prior years; nor shall the Property Owners Association have the power to enter into any contract which binds the Property Owners Association to pay for any obligation out of the assessments for any future year, except for contracts for utilities, maintenance or similar services or matters to be performed for or received by the Property Owners Association or its members in subsequent years.

**ARTICLE VIII
NOTICES**

1. At least thirty (30) days prior to any meeting of the Property Owners Association, it shall give written notice to all members of the place, time and purpose of the regular or special meeting of the Property Owners Association.

2. The Property Owners Association shall designate from time to time, by notice to all Owners, the place where payment of assessments shall be made and the place or places where other business in connection with the Property Owners Association may be transacted and where the Property Owners Association may be contacted.

3. All notices required or permitted under this Declaration shall be deemed given if deposited in the United States Mail, postage prepaid, and addressed to the person entitled to such notice at the last address listed with the Property Owners Association for such person. In the event electronic mail addresses are compiled and available, alternative notices under this Declaration will be deemed delivered upon delivery to the person entitled to notice. Notice to one co-owner shall constitute notice to all co-owners.

**ARTICLE IX
EXTENSION OF DISTRICT**

The Developer shall have, and expressly reserves, the right, from time to time, to add to the existing District and to the operation of the provisions of this Declaration such other adjacent (without reference to streets and right-of-ways) lands as it may now own or hereafter acquire by executing, acknowledging and recording an appropriate written declaration or agreement subjecting such land to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof; provided, however, that such declaration or agreement may contain such deletions, additions and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable as solely determined by the Developer in good faith.

**ARTICLE X
OBSERVANCE OF ALL LAWS**

1. The Property Owners Association shall at all times observe all applicable federal, state, county, city or other laws, rules, regulations and ordinances. If at any time any of the provisions of this Declaration shall be found to be in conflict with such laws, rules, regulations or ordinances such provisions shall be of no force or effect to the extent of such conflict for so long as such conflict exists, but no other parts of this Declaration not in conflict therewith shall be affected thereby.

2. Nothing in this Declaration shall prevent the City of Willard from enforcing its ordinances and as to any conflict between this Property Owner's Declaration and City Ordinance, Willard City Ordinances shall control.

3. Notwithstanding any other provision to the contrary within these covenants and in conjunction with the powers granted to the City of Willard under Chapter 400, as amended, readopted or recodified from time to time, which is incorporated herein, in the event for any reason the association should fall to maintain any common area or areas or in the even the association should be involuntarily dissolved and the lot owners fail to maintain such common area or areas, then the City shall have the right and full authority and ability to intercede and maintain the common areas and assess the City's costs of same to the lot owners within the subdivision or any lot or parcels previously served by the association or any of the common areas of the subdivision on a pro rata basis of square footage of the lots involved and such shall run as a lien against the lots. The City shall be given the power provided herein, as well as any other remedy available to it under law, to set and enforce such assessments to pay for the maintenance of or abatement of any nuisance contained in any common area or areas. The association may not be dissolved without the written consent of the Mayor of the City.

ARTICLE XI AMENDMENT AND TERMINATION

1. This Declaration may be amended or modified, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by both (a) the Owners (excluding therein the Developer if it is then an Owner) of fifty percent (50%) of the Lots (excluding those owned by the Developer) within the District as then constituted and (b) the Developer if it is then an Owner.

2. The Property Owners Association provided for in these Declarations may not be dissolved and these Declarations may not be terminated without the consent of the City of Willard, Missouri.

ARTICLE XII ASSIGNMENT

1. The Developer shall have the right and authority from time to time, by appropriate agreement made expressly for that purpose and recorded in the office of the Recorder of Deeds of Greene County, Missouri, to assign, convey, transfer and set over to any person(s) or entity, all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Developer, and upon such assignment the assignee shall then for any or all such purposes be the Developer hereunder with respect to the rights, benefits, powers, reservations, privileges, duties and responsibilities so assigned. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties and responsibilities hereunder.

2. So long as the Developer is an Owner, the Property Owners Association shall have no right, without the written consent of the Developer, to assign, convey, transfer or set over all or any part of its rights, benefits, powers, reservations, privileges, duties and responsibilities hereunder.

**ARTICLE XIII
COVENANTS RUNNING WITH THE LAND**

All provisions of this Declaration shall be deemed to be covenants running with the land and into whosoever hands any of the property in the District shall come, for the benefit of all the land in the District.

**ARTICLE XIV
SEVERABILITY**

Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions, or any part thereof, but they shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed the day and year first above written.

By: _____
Donald Daniel, Member

STATE OF _____

COUNTY OF _____

On this _____ day of May, 2021, before me, _____, a Notary Public in and for said State, personally appeared Donald Daniel, Member of West Ridge 2019, LLC, known to me to be the person who executed the within Declaration of Covenants, Conditions, and Restrictions in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year last above written.

Notary Public

My commission expires: _____

After recording, return to:
Rick J. Muenks, Attorney at Law
3041 S. Kimbrough Avenue, Suite 106
Springfield, MO 65807

CITY OF WILLARD, MISSOURI

224 W. Jackson Street P.O. Box 187 Willard, MO 65781 417-742-3033 417-742-3080 Fax



Agenda Item# 12

Discussion/Vote on changes to the Land Development Regs Ch. 400 regarding Floodplain Administrator.

First Reading: _____

Second Reading: _____

Council Bill No.: 21-13

Ordinance No.: _____

AN ORDINANCE APPROVING A MUNICIPAL CODE AMENDMENT TO SECTION 400.1520 OF THE MUNICIPAL CODE OF THE CITY OF WILLARD PERTAINING TO FLOODPLAIN MANAGEMENT.

WHEREAS, a public hearing was held on June 14, 2021; and

WHEREAS, the Planning and Zoning Commission of the City of Willard has initiated a proposed amendment to the Land Use Regulation in accordance with Article III, Administration and Review, Section 400.350, Amendments, paragraph B, *Initiation of Amendment*; and

WHEREAS, the Planning and Zoning Commission held a public hearing on May 26, 2021 for the purpose of receiving comments and input from the community on the proposed amendments; and

WHEREAS, after receiving public input, the Planning and Zoning Commission voted to recommend to the Board of Aldermen the proposed amendments to the Land Use Regulations of the City of Willard.

NOW THEREFORE, BE IT HEREBY ORDAINED AND RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, GREENE COUNTY, MISSOURI, AS FOLLOWS:

Section 1: The City does hereby amend, Title IV. Land Use, Chapter 400: Land Development Regulations Article XVII Miscellaneous Regulations, Section 400.1520, Floodplain Management, by changing:

Section 400.1520 Floodplain Management.

B. General Provisions.

2. Floodplain Administrator. The ~~City Clerk~~ **City Administrator** is hereby designated as the Floodplain Administrator under this Section.

C. Administration.

2. Designation of Floodplain Administrator. The ~~City Clerk~~ **City Administrator** is hereby appointed to administer and implement the provisions of this Section.

3. Duties and responsibilities of Floodplain Administrator. Duties of the ~~City Clerk~~ **City Administrator** shall include, but not be limited to:

i. When flood proofing techniques are utilized for a particular non-residential structure, the ~~City Clerk~~ **City Administrator** shall require certification from a registered professional engineer or architect.

4. Application for floodplain development permit. To obtain a floodplain development permit, the applicant shall first file an application in writing on a form furnished for that purpose. Every floodplain development permit application shall:

g. Give such other information as reasonably may be required by the ~~City Clerk~~ **City Administrator**;

E. Floodplain Management Variance Procedures.

2. Responsibility of Appeal Board. Where an application for a floodplain development permit or request for a variance from the floodplain management regulations is denied by the ~~City Clerk~~ **City Administrator** the applicant may apply for such floodplain development permit or variance directly to the Appeal Board as defined in Subsection (E)(1).

Section 3: Savings Clause. Nothing in this ordinance shall be construed to affect any suit or proceeding now pending in any court, or any rights acquired, or liability incurred, nor any cause or causes of action occurred or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this ordinance. In the event of any conflict between this ordinance and any other law, regulation or ordinance, the more restrictive shall apply.

Section 4: Severability Clause. If any section, subdivision, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Aldermen hereby declares that it would have adopted the ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 5: This Ordinance shall be in full force and effect from and after the date of its passage by the Board of Aldermen and approval of the Mayor.

Passed at meeting: _____

Mayor, Samuel Snider

Attest: _____, City Clerk

Approved as to form: _____, City Attorney

READ TWO TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE _____ DAY OF _____, 2021.

MEMBERS OF THE BOARD OF ALDERMEN:

YES NO ABSTAINED

TYLER KELLY

RYAN SIMMONS

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

LONDON HALL

2nd READ

MEMBERS OF THE BOARD OF ALDERMEN:

YES NO ABSTAINED

TYLER KELLY

RYAN SIMMONS

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

LONDON HALL

