

**CITY OF NEVADA, MISSOURI
DEVELOPMENT AGREEMENT
Curtis & Sons Insurance Agency and Realty, Co.
“Curtis Business Park”
01-30-14 Draft**

This Development Agreement, is made and entered into this _____ day of February, 2014, by and between the City of Nevada, Missouri, a third class Charter municipality, hereafter referred to as “City”, and Curtis & Sons Insurance Agency and Realty, Co., a Missouri Corporation, Monte Curtis, President, hereafter referred to as “Developer”.

WITNESSETH:

THAT WHEREAS, the Developer wishes to develop an area described as Curtis Business Park, and

WHEREAS, the Developer has submitted Curtis Business Park plat as required by Section 32-13 of the Nevada Municipal Code, and

WHEREAS, the Developer warrants that the existing streets and existing wastewater and water transmission lines and easements are accurately depicted on said plat, and

WHEREAS, as consideration for the conditions and covenants running with the land the Developer has requested that improvements the City would otherwise require prior to approval of the Developer’s final plat, be deferred for later construction by Developer or Developer’s assignees, to the end that expenses of infrastructure might be deferred reasonably to promote the reasonable and prompt development of said property,

Legal Description appears on following page.

NOW, THEREFORE, it is mutually agreed as follows:

1. This document creates restrictions, conditions, and covenants that are hereby declared to be restrictions, conditions and covenants running with the land and shall be fully binding on all persons acquiring property in said subdivision whether by descent, devise, purchase, foreclosure, or otherwise and any person by acceptance of title of any lot of this subdivision shall thereby agree and covenant to abide by, be subject to, and fully perform the restrictions and covenants herein provided.

2. The right to enforce these restrictions and covenants shall inure to the parties to this agreement and to any person or entity by acceptance of title to any lot in said subdivision. This Development Agreement supplements and accompanies the Final Plat of the Curtis Business Park as finally approved and presented for recording. Said Final Plat will meet all requirements of the City Code including surveyor certification and the title company certification required by the Ordinances. Said Final Plat will be identified as "Curtis Business Park" and the same is hereby incorporated herein by reference as though fully set out herein.

3. The land subjected to the restrictions and covenants herein provided for is described as follows:

ALL THAT PART OF THE EAST ONE-HALF (E¹/₂) OF SECTION 3, TOWNSHIP 35N, RANGE 31W, CITY OF NEVADA, VERNON COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE¹/₄) OF THE SOUTHEAST QUARTER (SE¹/₄), SECTION 3, TOWNSHIP 35N, RANGE 31W; THENCE S87°51'06"E A DISTANCE OF 350.00 (FEET); THENCE S02°26'50"W A DISTANCE OF 169.37 FEET TO THE POINT OF BEGINNING; THENCE S87°54'17"E A DISTANCE OF 400.37 FEET; THENCE N02°05'43"E A DISTANCE OF 60.00 FEET; THENCE N02°26'36"E A DISTANCE OF 240.00 FEET; THENCE N87°54'13"W A DISTANCE OF 350.37 FEET; THENCE N02°16'47"E A DISTANCE OF 210.97 FEET; THENCE S87°14'44"E A DISTANCE OF 288.68 FEET; THENCE N14°27'49"W A DISTANCE OF 253.60 FEET; THENCE N32°55'39"W A DISTANCE OF 114.87 FEET; THENCE N51°50'51"W A DISTANCE OF 246.06 FEET; THENCE N02°16'47"E A DISTANCE OF 74.04 FEET; THENCE S51°50'51"E A DISTANCE OF 299.44 FEET; THENCE S32°55'39"E A DISTANCE OF 106.68 FEET; THENCE S51°57'20"E A DISTANCE OF 363.02 FEET TO A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 17,030.00 FEET AND A CHORD BEARING

Legal Description continues on following page.

AND DISTANCE OF S51°46'54"E A DISTANCE OF 206.52 FEET; THENCE ALONG SAID NON-TANGENT CURVE A DISTANCE OF

206.52 FEET; THENCE S06°39'22"W A DISTANCE OF 328.45 FEET; THENCE S01°51'52"E A DISTANCE OF 235.28 FEET; THENCE S07°49'33"E A DISTANCE OF 203.11 FEET; THENCE N87°54'12"W A DISTANCE OF 794.87 FEET; THENCE N02°26'50"E A DISTANCE OF 297.00 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART DEEDED OR TAKEN FOR ROAD RIGHT-OF-WAY. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 12.3 ACRES MORE OR LESS.

4. The streets constructed by Vernon County, including Mac Boulevard, and the extension to the west from the north terminus of Mac Boulevard, remain the property of Vernon County, Missouri, and will not be maintained by the City of Nevada, Missouri. The City will not be obligated to provide street lights or sidewalks; however this development agreement will require that developer and future owners of lots adhere to all applicable ordinances of the Code of the City of Nevada, including but not limited to building codes, design and zoning codes.

5. The Developer has provided on its plat a private sewer easement for sewer service for Lots 5 and 2 at the future cost of Developer or future owners of said Lots 5 and 2. If the county declines to permit Mac Boulevard to be cut for installation of the line for Lot 5, the boring costs will be that of the Developer of Lot 5. Any sewer line servicing Lot 5 and Lot 2 installed in the private sewer easements will remain the property of the Owners of Lot 5 and Lot 2, who shall retain all maintenance and repair responsibilities for said private lines.

6. The Developer agrees to extend and dedicate for acceptance by the City, a public water line running from the current main located south of the Curtis Business Park north in the easement along County Road Mac Blvd to Lot 4 at the Developer's expense. The City will not issue building permits on Lots 2, 3 and 4 until at the Developer's or future Developer's expense the water main has been fully constructed in the easement area depicted on Developer's plat and ownership for transfer to the City. The line must meet City specifications and must be inspected in open trench for City approval and will be transferred to the city at the time of acceptance by forms approved by the city attorney.

7. The parties agree that this Development Agreement represents the complete agreement between the parties and that there are no promises, representations or understandings not expressly set out herein. This agreement may only be modified by writing, signed by both parties, and approved by the City with the same formalities as this agreement.

IN WITNESS WHEREOF, the parties have executed this Development Agreement on the day and year first above written.

CITY OF NEVADA, MISSOURI

(SEAL)

By: _____

Seth Barrett, Mayor

ATTEST:

Bev Baker, City Clerk

**CURTIS & SONS INSURANCE
AGENCY AND REALTY, CO.**

(SEAL)

By: _____
Monte Curtis, President

ATTEST:

Secretary

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF VERNON)

On this ____ day of January 2014, before me appeared, Seth Barrett, Mayor, to me personally known, who being by me duly sworn, did say that he is the Mayor of the City of Nevada, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City of Nevada, Missouri, and that said instrument was signed and sealed in behalf of the City of Nevada, Missouri, by authority of its City Council as set forth in Ordinance No. _____, passed, approved and adopted on February ____, 2014, and further acknowledged said instrument to be the free act and deed of the City of Nevada, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Nevada, Vernon County, Missouri, the day and year last above written.

(SEAL)

Notary Public, State of Missouri

CORPORATE ACKNOWLEDGMENT
Developer / Title Holder

STATE OF MISSOURI)
) ss.
COUNTY OF VERNON)

On this ____ day of February, 2014, before me personally appeared Monte Curtis, to me personally known, who, being by me duly sworn did say that he is the president of Curtis & Sons Insurance Agency and Realty, Co., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Monte Curtis, acknowledged the said instrument to be the free act and deed of said corporation.

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

(SEAL)

Notary Public, State of Missouri