

MISSOURI SOCIETY OF PROFESSIONAL SURVEYORS

Spring Workshop

MAY 1-2, 2025

THE LODGE OF FOUR SEASONS
LAKE OZARK, MO 65049

“MOCK TRIAL”

**Jon Wyatt &
AAA Surveying Company**

VS.

**T.J. Samuels &
B-Quick Surveying Company**

by Daniel L. Govero

"MOCK TRIAL"

Jon Wyatt &
AAA Surveying Company

vs.

T.J. Samuels &
B-Quick Surveying Company

By

DANIEL L. GOVERO

May 1 & 2, 2025

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K:/forms/mocktrial/contacts

MOCK TRIAL

The law suit is Wyatt against Samuels & Wyatt's Surveyor, B-Quick Surveying Company over placement of property lines. The original survey was conducted in December 1979. The total acreage the Wyatt's originally owned was 50 acres more or less.

1980 Wyatt sold to David Smith (Book 650/505) 10 acres out of original tract (Book 163/153), B-Quick Surveying Co. surveyed the 10 acres starting at the Southeast corner of Wyatt's land which should have been the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 13.

Also note that a 50 foot wide road and utility easement was reserved along the East line of the Wyatt land; Note: Surveyor did not survey or investigate if starting point of Wyatt survey was in correct place even though there was a North/South fence 27.28 feet to East of starting point. In fact there are several pins in the area.

Wyatt also sold to Jimmy & Jane Johnson a 15 acre parcel (Book 650/508), also surveyed by B-Quick Surveying, using a starting point of the Southwest Corner of Wyatt tract (Section Corners 13, 14, 23, 24), and running North along Section line. Surveyor also failed to run North to Section Corner and determine line. They used some old iron pins representing properties in Section 14.

Next, in 2000, B-Quick Survey Company surveyed the Samuels land recorded in (Book 525/991) being the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 13 and also surveyed out the 1.38 acre parcel for Ernestina Farrell, Book 1014/2428 again not checking the distance along the section line for the correct position of Samuels/Wyatt parcel, even crossing an old established fence and roadway used by Joseph Miller and described in their deed book 399/1896 granted by Wyatt in 1988.

In January 2002 Wyatt hired the same survey company (B-Quick Surveying) to locate their North/South line between Samuels & Wyatt. They then ran the East West line between Section 13 and 24 to determine the East $\frac{1}{2}$ and the West $\frac{1}{2}$ to the point they established before the survey shown the marked North South line to be West 1356.66 feet from the Southeast Quarter Corner of Section 13 and it appears to not be $\frac{1}{2}$ and does not line up with fence and puts roadway established by Wyatt's on Samuels's land.

February 2003 - The Wyatt's wanted a verification of the line established by B-Quick Surveying Company hired AAA Surveying to resurvey the properties. The results are on Exhibit A.

Questions:

1. Should the original Survey Company have run the North/South Section Line between Sections 13 and 14?
2. Is there prescriptive rights to roadways to Joseph Miller and Wyatt land?
3. What happens to Ernestina Farrell's land and road usage?
4. Should the original survey company have run the South Line of Section 13 to determine the $\frac{1}{4}$ corner and $\frac{1}{2}$ of that to determine the line between Wyatt & Samuels?

INTRO:

The law suit is Jon Wyatt & AAA Surveying Company vs. T.J.Samuels & B-Quick Surveying Company over placement of property lines. The original survey was conducted in December 1979. The total acreage the Wyatt's originally owned was 50 acres more or less.

FACTS:

In 1980 Wyatt sold 10 acres to David Smith (Book 650/505), and 15 acres to Jimmy & Jane Johnson (Book 650/508). Both parcels were surveyed by B-Quick Surveying Company.

Note: A 50 foot wide road and utility easement was reserved along the East line of the Wyatt land;

Next, in 2000, B-Quick Surveying Company surveyed the Samuels land recorded in (Book 525/991) being the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 13 and also surveyed out the 1.38 acre parcel for Ernastina Farrell, Book 1014/2428.

In January 2002, Wyatt's hired B-Quick Surveying Company to locate their North/South line between Samuels & Wyatt. They then ran the East West line between Section 13 and 24 to determine the East $\frac{1}{2}$ and the West $\frac{1}{2}$ to the point they established before the survey shown the marked North South line to be West 1356.66 feet from the Southeast Quarter Corner of Section 13 and it appears to not be $\frac{1}{2}$ and does not line up with fence and puts roadway established by Wyatt's on Samuels's land.

In February 2003, the Wyatt's wanted a verification of the line established by B-Quick Surveying Company and hired AAA Surveying Company to survey the Wyatt's boundary. The results are a different location for the boundary line between Wyatt's and Samuels.

CAST OF CHARACTERS:

Character Name:

**JUDGE - STANLEY SCHNAARE, ATTORNEY AT LAW,
FORMER JUDGE**

Character Name:

JON WYATT - MARK WILEY, PLS

Character Name:

T.J. SAMUELS - RAY RIGGS, PLS

Character Name:

B-QUICK SURVEYING - BOB ANDERSON, PLS

Character Name:

AAA SURVEYING (MATHEW CONNOR) - CHRIS FERGUSON, PLS

Character Name:

JON WYATT'S ATTORNEY - JUSTIN CARDWELL, ATTORNEY AT LAW

Character Name:

**B-QUICK SURVEYING (ATTY APPOINTED BY INS. CO.)-BIANCA EDEN,
ATTORNEY AT LAW**

DIALOGUE:

JON WYATT

I hired B-Quick Surveying Company (Robert Ellis) to survey 10 acres out of my land to sell to David Smith and also 15 acres that sold to Jimmy & Jane Johnson.

T.J. SAMUELS

I hired B-Quick Surveying Company to survey land and to cut out 1.38 acres to sell to Ernastina Farrell, which also included road access to the parcel.

JON WYATT

I then had B-Quick Surveying Company mark my East line because it did not include the road to my house and Joseph Miller.

After disagreeing with B-Quick Surveying, I hired AAA Surveying Company to survey my land. The AAA Surveying Company found the East and West line to be in different locations than what B-Quick Surveying found.

I believe AAA Surveying Company to be correct because it runs along the fence and the road is on my land.

I then hired an Attorney who filed against T.J. Samuels to move the property line in the new location. T.J. Samuels contacted B-Quick Surveying who contacted their insurance carrier who appointed an Attorney Bill Sharp.

QUESTIONS:

1. Should the original Survey Company have run the North/South Section Line between Sections 13 and 14?
2. Is there prescriptive rights to roadways to Joseph Miller and Wyatt land?
3. What happens to Ernastina Farrell's land and road usage?
4. Should the original survey company have run the South Line of Section 13 to determine the $\frac{1}{4}$ corner and $\frac{1}{2}$ of that to determine the line between Wyatt & Samuels?

THE END

AAA
Surveying Company

February 7, 2005

The Rosenberg Law Firm
Mr. Greg Rosenberg, Attorney at Law

RE: Wyatt Survey
JOB#: 02014

Dear Mr. Rosenberg:

In February of 2002 we were hired by the Wyatt Family to survey their property which is described in Deed Book 163, Page 153 as being the West half of the Southwest quarter of Section 13, Township 42 North, and Range 5 East.

Mr. Samuel's property is described in Deed Book 525, Page 991 as being the East half of the Southwest quarter of said Section 13.

Various surveys and deeds that were supplied to us by the Wyatts and found in the land records of Jefferson County while performing research for this survey indicated that discrepancies might exist between some of these surveys and record title.

Our research and field work showed us that these discrepancies do indeed exist.

A surveyor's duty is to locate record title on the ground. Perpetuating mistakes and errors is not a part of that duty.

In our review of the 1979 survey from B-Quick Surveying by Bob Ellis, we do not find any evidence of how he established the Southeast corner of the Wyatt property adjoining the Samuel's property. He does not show it being set halfway between the section corner and the quarter section corner, which is where the corner between the east and west halves of the quarter section should be. The old iron pin which he used for the property corner is not located halfway between

monuments marking the section and quarter section corners. There were several old iron pins along the South line; the old iron pin which he adopted could simply be another old iron pin on line.

The letter from B-Quick Surveying says that they based their 1979 survey on a survey from 1965 performed by B & B Surveys; however, their survey does not show that. It only shows "old" iron pins that they used, without showing where they came from.

In our review of the 2002 survey from B-Quick Surveying by Bob Ellis, he shows monuments at the southwest section corner and at the south quarter corner, but he does not set the corner halfway between them. He does not indicate which monument at the south quarter corner he held to establish the south line of the section. He does show that he accepted a found iron pin as the corner between Wyatt and Samuels, but he shows it not to be at the halfway point.

Missouri Revised Statutes Chapter 60 describes how quarter-quarter sections are established. Note that the corners are set MIDWAY between section and quarter section corners (See Attachment.)

Statutorily establishing the corner between Wyatt and Samuels at the halfway point between the section and quarter section corners puts the existing private road on Wyatt's property. This is further verified by the 50 foot wide road and utility easement, and also the 30 foot wide road easement to the property owners to the North who have been using the road. Wyatt granted these easements in the 1980's.

This road leads to the old house on the Wyatt property that they have owned since 1945. It also serves houses on the three parcels that have been subdivided out of the Wyatt property.

If this road is on the Samuels property, as suggested by B-Quick Surveying, why is it west of the fence between Wyatt and Samuels? This old fence appears to be the line of possession between Wyatt and Samuels and tends to agree with the record title line between the east and west halves of the quarter section. Why does this road serve houses on the Wyatt property and not, until very recently, houses on the Samuels property? Why did Wyatt grant road easements over this road if it was not on their property?

In reviewing the map of the 2002 survey performed by B-Quick Surveying and sealed by Bob Ellis, we find that in our opinion, Missouri Minimum Standards for Property Boundary Surveys have not been met as follows:

1. No basis of bearings is shown.
2. No boundary description is shown for parcel being surveyed, no deed book and page, no document number.
3. No adjoining are shown, nor does it identify record title documents for said adjoining.

February 7, 2005

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4. Not all controlling corners accepted are shown. Which monument at the south quarter corner did they accept?
5. "Set nail" is not an approved monument.
6. Type of survey accuracy standard (urban, suburban, and rural) not shown.
7. Material variation between survey lines and lines of possession are not shown. Did not show fence between Wyatt and Samuels.
8. Does not show physical location of road, nor does survey show deed book and page for road easements.

When we located the record title line between the Wyatt and Samuels properties, we found that the road lies on the Wyatt property. We feel that we have subdivided the southwest quarter of Section 13 in accordance with the rules set out in Chapter 60 of the Missouri State Statutes, and that our survey meets the Missouri Minimum Standards for Property Boundary Surveys as established by the Missouri Department of Natural Resources.

Should there be any questions or comments, please give me a call.

Sincerely,

Matthew Connor, PLS
President
AAA Surveying Co.

Missouri Revised Statutes
Chapter 60
County Surveyors and Land Surveys
Section 60.335

August 28, 2004

Quarter-quarter sections, how established.

60.335. In subdividing a quarter-section into quarters, the land surveyor shall:

(1) First, establish the quarter-quarter, or sixteenth-section corners at points midway between the quarter-section and section corners or the center of the section, except on the last half mile of the lines closing on township boundaries, where they should be placed by proportionate measurement, as shown on the official government plat;

(2) Second, the center lines of the quarter-section will be run straight between opposite corresponding quarter-quarter, or sixteenth-section corners on the quarter-section boundaries. The intersection of the lines thus run will determine the legal center of the quarter-section.

(L. 1989 H.B. 190, et al.)

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Missouri General Assembly

August 9, 2004

Mr. Rosenberg
Attorney at Law

RE: Samuels & Farrell Property Line Issue

Dear Mr. Rosenberg:

I am in receipt of your correspondence dated July 7, 2004, and thank you for your patients in allowing B-Quick Surveying to defer our response until I returned from my medical leave. I have taken the opportunity to review our files, pertaining to our performance of boundary line surveys for Samuels and his neighbor the Wyatt family, which were performed in 1979. During my absence from the office, I understand that Mr. Samuels and Ms. Farrell visited our office and talked with our survey coordinator, Mr. Zac. Mr. Samuels expressed concerns that during a survey performed by AAA Surveying Company, circa August 2003, AAA Surveying has placed, in behalf of Wyatt property monuments onto his property, relocating to the east, his and his sister's (Farrell) western property lines. The relocation of said property monuments, have resulted in his and his sister's loss of property acreage, as well as the relocation of a private roadway onto Wyatts property, which has resided on Samuel's property since his purchase of the property, some thirty years ago. According to Mr. Samuels the relocation of the private roadway has made his property and his sister's property (Farrell) worth less than before. During said meeting, Samuels permitted Mr. Zak to photocopy a copy of AAA Surveying's August 27, 2003 survey drawing. Based upon your comments, it is my impression that you have copies of all of our survey drawings pertaining to the Samuels and Wyatt properties. Thus, I am not enclosing copies thereof.

Before responding to the questions you have raised within your correspondence, I would like to address some of my findings while reviewing our files of the 1979 surveys we performed for Samuels and Wyatt.

Circa May 1979, B-Quick Surveying Company performed a boundary line survey for Samuels, with the result of said survey being shown on our survey drawing dated September 4, 1979. Preliminary information found in the file indicates that Samuels was planning on subdividing his acreage into lots, which was reflected by the numerous iron pins placed along his side property lines. Referencing said survey drawing, the subject survey was based upon monumentation found in the field. It appears that: an OIP was found, which marks the south quarter section corner of Section 13, with an OIP being found along the south line of Section 13, which marks the southwest property corner of Samuels property. Said found monument also marking the southeast corner of Wyatts property. A rock pile was found on the east line of the northwest quarter section of Section 13, which marked the northeast property corner of Deed Book 237/440; and a fence post was found, which marks the point of intersection of Samuels west

property line and the north line of the southwest quarter of Section 13. On our survey drawing (Samuel 1979) a private drive is shown along Samuels western property line, being eastwardly of Wyatts eastern property line. The noted distance along the south line of Section 13, between Samuels southwest property corner (also being the southeast property corner of Wyatts property) and the south quarter section corner of Section 13, is noted as being 1,358.75 feet in length.

Subsequent to Samuels 1979 survey, a survey was performed by B-Quick Surveying for Wyatt with the result of said survey being shown on two different survey drawings, each dated December 27, 1979. One survey drawing showing the subdivision of a ten (10) acre tract of land in the southeast corner of Wyatts property, which is now or formerly (n/f) owned by Smith (850/505) and a second survey drawing showing the subdivision of a fifteen (15) acre tract of land, adjacent to said ten acre tract, now or formerly (n/f) owned by Johnson (867/903). In the performance of said surveys, the Wyatts provided to B-Quick Surveying a copy of a survey plat dated April 15, 1965, which was performed for the Wyatts by B & B Surveying Company, dividing 29.957 acres of Wyatts property into three lots. Said plat was supplied from the previously subdivided area of their land. The intent of providing us the survey plat would have been for our use to use in subdividing a ten acre and fifteen acre tract of land from their property, without having to perform an outboundary survey of their entire parcel of land. The survey plat noted property monumentation and metes and bounds information of the area to be subdivided, which had been established by their previous surveyor, B & B Surveying (1965). We are enclosing herewith a copy of said survey plat, for your reference. When referencing said plat, it shows a 20-foot wide private roadway, off Wyatts property, being located eastwardly of Wyatts eastern property line. Said survey plat also shows the distance between Wyatts southeastern property corner and the south quarter corner of Section 13 as being 1,357.11 feet. Said distance being $(1,358.75' - 1,357.11' =) 1.64$ feet off that noted on our Samuels survey drawing, dated September 4, 1979.

Pursuant to B-Quick Surveying's 2002 survey of Wyatts property, the distance between Samuels southwestern property corner and south quarter corner of section 13 is shown as 1,356.66 feet. Said distance is less than that noted on our Samuels survey drawing (1,358.75'), dated September 4, 1979 $(1,358.75' - 1,356.66' =) 2.09$ feet and B & B's Surveying survey dated April 5, 1965 $(1,357.11' - 1,356.66' =) 1.09$ feet. It is further noted that several monuments were found at the south quarter corner of Section 13, thus, a deviation in distances would be noted. According to the Surveyor's Certificate on our 2002 survey drawing, Jon Wyatt asked our surveyor to mark the equal distance between the Section Corner common to the Section's 13, 14, 23 and 24 and the south quarter corner of section 13. Said point being the theoretical location of the southern property corner separating Samuels and Wyatts properties, based upon their property descriptions. A nail was set in line with Samuel's fence corner, which approximates said equal distance request. The placed nail is not a survey monument, nor was it meant to represent the two parties common property corner. As noted on our 2002 survey drawing, the set

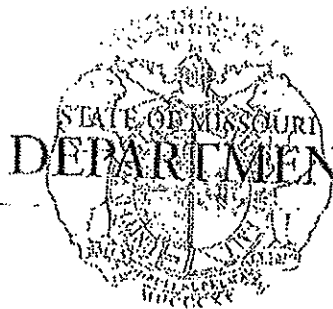
nail is approximately 21.676' to the east of the found property monument, which marks the common property corner for the Wyatts and Samuels along the south line of Section 13.

When referencing our survey drawing for Wyatt, dated December 27, 1979, it appears that numerous old iron pins/pipes were found to establish Wyatts southern and western property lines, as well as those of adjoining properties. In essence, what AAA Surveying has achieved, in performing their August 27, 2003 survey, is to establish new property corners, based upon the legal description of Wyatts property, ignoring property monuments they found and recorded in the field. Some of the found monuments appear on B & B's 1965 survey, as well as our surveys of 1979, each performed at the request of the Wyatts. AAA Surveyings survey also shows the private roadway noted on B & B's survey, as well as our surveys, but with said roadway now being located on Wyatts property, pursuant to AAA's resetting of long accepted property monuments. We are of the opinion that AAA surveying Company is in error by resetting the multiple found property monuments around Wyatts property, which for more than twenty four (24) years have been accepted by the Wyatts and the property owners whose properties have been defined by said monuments. When the Wyatts supplied us their 1965 survey plat, for our use, they did so without taking any exceptions to our use of the survey information contained on the plat. Their supplying of said survey information was obviously for the purpose of keeping our costs down, since with said information we did not have to perform a complete outboundary survey of their entire property. Since Samuels and Wyatt – Wyatt until recent – have taken no exception to the found and set monuments noted on our 1979 survey, as well as the location of the noted private roadway along the common property line separating their properties, they each have expressed acceptance of the surveys, by lack of action. Consequently, we are of the opinion that for the past twenty-four years they each have accepted the definition of their property lines, as described by the aforementioned previous field surveys and monumentation, with Wyatt having forfeited any rights to Samuels property, which have been defined by AAA resetting of property monuments onto Samuels property, pursuant to AAA surveying Company, August 27, 2003 survey drawing.

Obviously, the final say in this matter may lie with the courts. But, since Samuels for at least the past twenty-four (24) years has had free and uncontested use of the width of property, for which Wyatt is now claiming, one would surmise that Samuels would be able to retain his rights of said property through adverse possession, should Wyatt refuse to have AAA Surveying remove the relocated property monuments from his land.

Sincerely,

Robert Ellis, PLS
B-Quick Surveying Company



Bob Holden, Governor • Stephen M. Mahfood, Director

DEPARTMENT OF NATURAL RESOURCES

www.dnr.state.mo.us

April 9, 2003

Mr. Jon Wyatt

Dear Mr. Wyatt:

On January 29, 2003 the Land Survey Program received your request for a review of the surveys executed by AAA Surveying Co. in the Southwest Quarter of Fractional Section 13 in Township 42 North, Range 5 East. Since then Mr. Connor sent us a revised plat of the survey of the Wyatt property in question. Where the first survey showed a common boundary between the properties of Johnson and Smith, the revised survey shows the properties are separated by a 27 to 28 foot strip of land.

The second survey shows the conditions as represented on your enclosure with the January 25, 2003 letter. This may have addressed your concerns, and you may no longer have any issue with the survey; however, we did review the surveys and the property descriptions as shown on the deeds.

The 1945 Wyatt Deed is simple and clear in that they own the West Half of the Southwest Quarter of Section 13. The surveys by Mr. Connor show the Southeast Corner of this tract as being correctly established in accordance with the Missouri Statutes. The December 1979 survey by Mr. Ellis does not indicate that he attempted to correctly establish this corner per the statutes, nor is there any justification for the acceptance of the iron pin on the West Side of the private drive. I concur with your and Mr. Connor's analysis, that Mr. Ellis made an error on his survey and property description by describing the pin on the West Side of the road as being the Southeast Corner of the Wyatt Tract.

When errors such as this exist and the descriptions on the deeds do not specifically describe in detail the monumentation of the intent of the conveyance, the answers to the correct location can



Integrity and excellence in everything we do

Mr. Jon Wyatt

April 9, 2003

Page Two

be subjective. Essentially either of the surveys by Mr. Connor could be judged correct by a court of law, which is the ultimate source for the determination of property ownership. The surveyor's responsibility is to survey and mark out on the ground, the record title as described on the deeds to the best of his professional ability. This requires applying the principals of deed construction and analysis of the intent of the conveyance, along with the evaluation of the boundary line evidence on the ground.

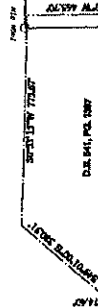
The drawing on the 1979 survey by Mr. Ellis clearly shows the boundary between Johnson and Smith to be a common boundary. The descriptions on the deeds clearly state "according to survey of Robert Ellis, MRLS, executed December 27, 1979". One basic principal used for the retracement of property descriptions, is that boundary calls control over distances. The description of the Smiths property calls for the Southeast Corner of the Bach Tract, and the East Line of the Wyatt Tract which are boundary calls; however, the Ellis survey drawing does not correctly show the two calls.

The Johnson description calls for the Southwest Corner of Section 13, the West Line of Section 13, and the South Line of Section 13 which are boundary calls. Both surveys by Mr. Connor show these calls the same, the difference being, the North boundary of the Johnson Tract. The first survey by Mr. Connor indicates he utilized a found 1" iron pipe for the Northeast Corner of the tract that may very well have been the intended Northeast Corner by the 1979 Ellis Survey. As noted in your letter, the utilization of the iron pipe places several feet of excess distance along the North Line of the Johnson Tract. If the description in the deed had described a 1" iron pipe as being the monument originally set for the corner, it would have a much better standing, but the description clearly says only 647.28 feet, thence along the next course without there being any description of a monument.

My conclusion is, that as a surveyor, I cannot state what is correct in this situation. It appears that the original intent of the conveyance is different than what is described in the property descriptions, and only a court can make the judgement as to what is correct. I am sure if need be, Mr. Connor is prepared to defend his survey, and neither his first or second survey indicates any practice that is unacceptable or in violation of any rules of surveying. Deed interpretation is not an exact science and much is left to professional judgement.

Your problem is not unique and is quite common throughout the state, especially with older metes and bounds property descriptions. Most of the situations such as yours are resolved without litigation. If all the affected property owners agree to a location of the boundaries of the parcels within the tract described in the 1945 Wyatt Deed, then a surveyor can prepare new property descriptions consistent with the correct location of the West Half of the Southwest Quarter of Section 13. This is something you may wish to discuss with Mr. Connor and the adjoining property owners. This office cannot provide that service.

DA 713, PG. 142



D.R. 541, PCL 2307

2220078 100311
0539218 79821

DL 633, PG

000067 M-90-06
ST 8201 M-00-15-0

\$7,000.00

ADDITION
200, PG. 409

Journal of Management Education 35(10)

QUARTER OF SECT
TOP 42 RANGE 3 EAST

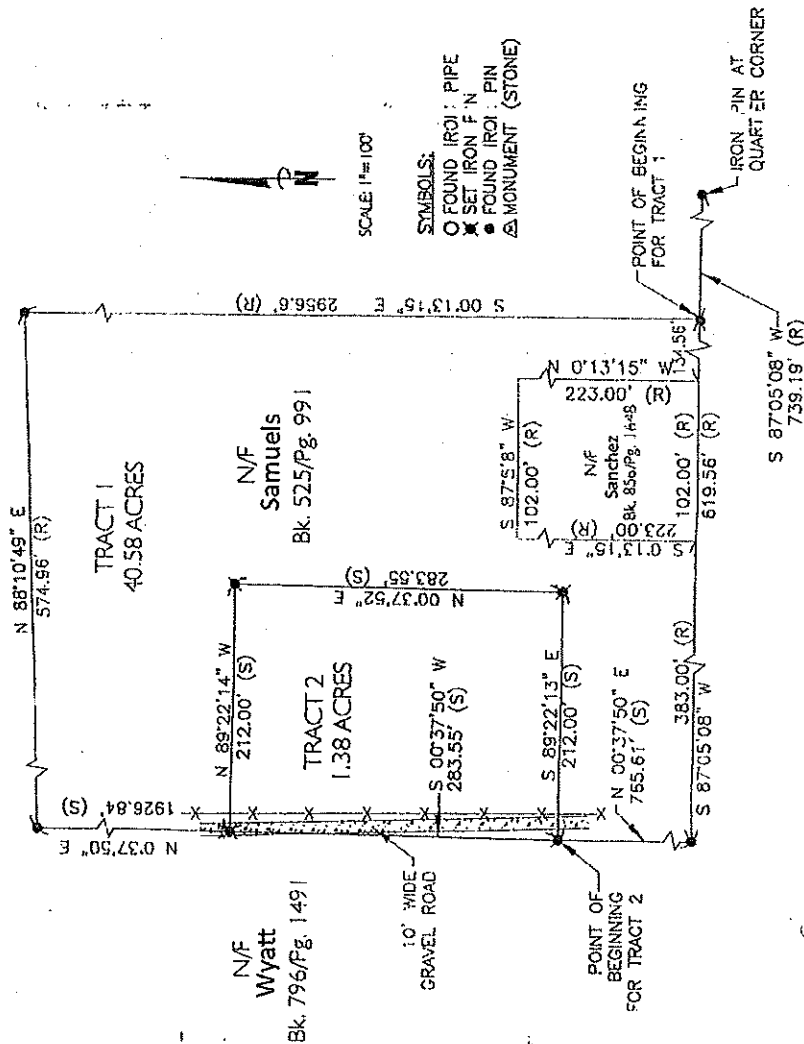
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AAA Surveying Company Inc.	FIELD NO. 87	SHEET 10	J.R.	M.C.	DATE 02/01/14
SURVEYING • ENGINEERING					

SURVEY OF A TRACT OF LAND IN THE WEST HALF OF FRACTIONAL SECTION 13, TOWNSHIP 42 NORTH, RANGE 5 EAST, JEFFERSON COUNTY, MISSOURI



COPY

TRACT 1
ALL THAT PART OF FRACTIONAL SECTION 13, TOWNSHIP 42 NORTH, RANGE 5 EAST, JEFFERSON COUNTY, MISSOURI BEING DESCRIBED AS FOLLOWS:
FRACTIONAL SECTION 13, THENCE S 87°05'08" W 739.19' TO AN IRON PIN MARKING THE POINT OF BEGINNING; THENCE S 87°05'08" W 134.56' TO A POINT, BEING THE SOUTHEAST CORNER OF A TRACT OF LAND DEEDED IN BOOK 856, PAGE 1648 IN THE OFFICE OF THE RECORDER OF DEEDS, JEFFERSON COUNTY, MISSOURI; THENCE N 0°13'15" E 223.00' TO THE NORTHEAST CORNER OF THE AFORESAID TRACT; THENCE S 87°05'08" W 102.00' TO THE NORTHWEST CORNER OF THE AFORESAID TRACT; THENCE S 0°13'15" E 223.00' TO THE SOUTHWEST CORNER OF THE AFORESAID TRACT; THENCE S 87°05'08" W 383.00' TO AN IRON PIN; THENCE N 0°37'50" E 765.61' TO AN IRON PIN; THENCE S 89°22'13" E 212.00' TO AN IRON PIN; THENCE N 0°37'52" E 283.55' TO AN IRON PIN; THENCE N 89°22'14" W 212.00' TO AN IRON PIN; THENCE N 0°37'50" E 1926.84; THENCE N 88°10'49" E 574.96' TO AN IRON PIN; THENCE S 0°13'15" E 2956.60' TO THE POINT OF BEGINNING, CONTAINING 39.20 ACRES, MORE OR LESS

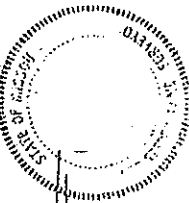
TRACT 2
ALL THAT PART OF FRACTIONAL SECTION 13, TOWNSHIP 42 NORTH, RANGE 5 EAST, JEFFERSON COUNTY, MISSOURI BEING DESCRIBED AS FOLLOWS:
FRACTIONAL SECTION 13, THENCE S 87°05'08" W 1358.75' TO AN IRON PIN IN THE SOUTHWEST CORNER OF A TRACT OF LAND DEEDED IN BOOK 525, PAGE 991 IN THE OFFICE OF THE RECORDER OF DEEDS, JEFFERSON COUNTY, MISSOURI; THENCE N 0°37'50" E 765.61' TO AN IRON PIN, MARKING THE POINT OF BEGINNING; THENCE S 89°22'13" E 212.00' TO AN IRON PIN; THENCE N 0°37'50" W 283.55' TO AN IRON PIN; THENCE N 89°22'14" W 212.00' TO AN IRON PIN; THENCE S 0°37'50" W 283.55' TO THE POINT OF BEGINNING, CONTAINING 1.38 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT DISPLAYS THE RESULTS OF A SURVEY THAT WAS COMPLETED UNDER MY DIRECT SUPERVISION ON 11/2/2000. MONUMENTS HAVE BEEN FOUND OR SET AS SHOWN, AND THE SURVEY IS TRUE TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF. THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT WOULD AFFECT THIS PARCEL, OF WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE ENCROACHMENTS, IF ANY, ARE SHOWN AND NOTED HEREON.

ALL INFORMATION PROVIDED IN THIS SURVEY HAS BEEN RESEARCHED AND PROVEN CORRECT BY MEANS OF A TITLE SEARCH PERFORMED BY THIS FIRM. WE HAVE INCORPORATED DATA FROM EXISTING DEEDS OF ALL LOTS SURVEYED, AS WELL AS DEEDS DESCRIBING ALL ADJOINING LOTS.

THIS SURVEY WAS EXECUTED IN ACCORDANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR A CLASS "B" PROPERTY BOUNDARY SURVEY.



Robert Ellis, PLS 5162
B-Quick Surveying Co.

2000



WE HEREBY CERTIFY that we have executed a survey of the following described tract of land located in Jefferson County, Missouri, to wit:

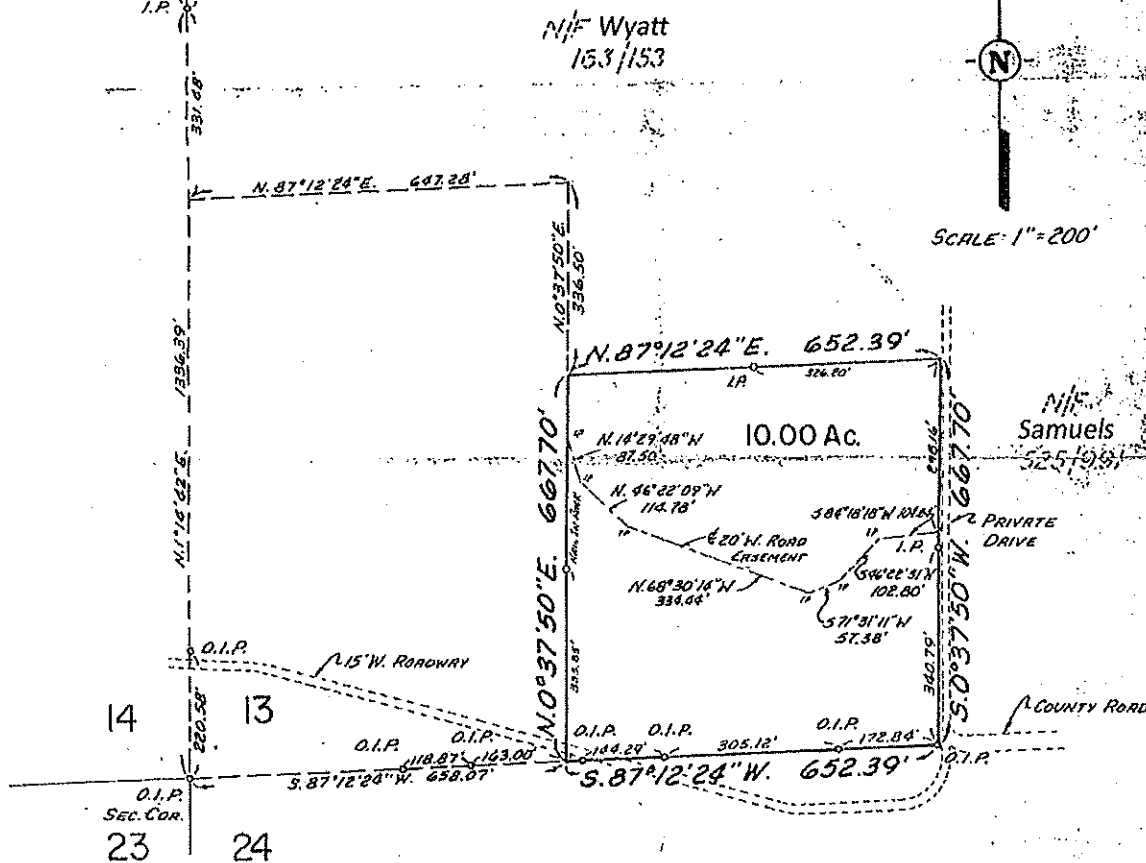
Ten (10.00) acres being part of the Southwest quarter of the Southwest quarter of Section 13, Township 42 North, Range 5 East, and being part of a larger tract of land conveyed to Peter J. Wyatt and wife by deed recorded in Warranty Deed Book 163, Page 153 of the Jefferson County land records, said then (10.00) acre tract described as follows: Beginning at an old iron pin marking the southeast corner of said larger tract recorded in Book 163, Page 153, thence South 87 degrees, 12 minutes 24 seconds West 652.39 feet along the south line of said Section 13; thence departing from said south line North 0 degrees 37 minutes 50 seconds East 667.70 feet; thence North 87 degrees 12 minutes 24 seconds East 652.39 feet to the east line of said tract recorded in Book 163, Page 153 of the Jefferson County land records; thence South 0 degrees 37 minutes 50 seconds West 667.70 feet along said west line to the point of beginning.

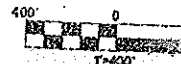
The centerline of a twenty (20) foot wide roadway easement across the above described ten (10) acre tract is described as follows: Beginning at a point on the east line of said tract conveyed to Peter J. Wyatt and wife, by deed recorded in Deed Book 163, Page 153 of the Jefferson County Land Records, North 0 degrees 37 minutes 50 seconds East 369.54 feet from the southeast corner thereof, thence South 84 degrees 18 minutes 19 seconds West 104.84 feet; thence South 46 degrees 22 minutes 31 seconds West 102.80 feet; thence South 71 degrees 31 minutes 11 seconds West 57.38 feet; thence North 68 degrees 30 minutes 14 seconds West 334.44 feet; thence North 46 degrees 22 minutes 09 seconds West 114.78 feet; thence North 14 degrees 29 minutes 48 seconds West 87.50 feet to the western most line of the above described ten (10) acre tract.

We further certify the results of said survey are truly shown hereon.

IN WITNESS WHEREOF, We have hereunto set our firm name at our office in Jefferson County this 27th day of December 1979.

Robert Ellis PLS 5162
B-Quick Surveying Company





SURVEY REQUESTED BY:
Jon Wyatt



This gives Jimmy treatment to old
Road 50 ft. Granted by Wyatt & Smith 513

EASEMENT

This agreement, entered into this 2ND day of FEBRUARY,
1980, by and between MARY WYATT a single person, First Party, and
DAVID Smith, Second Party, and JAMES J.
Johnson and JANE L. Johnson his wife, Third Party,

WITNESSETH:

WHEREAS, First Party is the owner of a tract of land
described as:

The West half of the Southwest quarter of Section Thirteen
(13), Township Forty-two (42) of Range Five (5) East as
recorded in Warranty Deed Book 163, Page 153 of the Jefferson
County land records. Less parts.

WHEREAS, Second Party is the owner of a ten (10) acre
tract of land described as:

Ten (10) acres being part of the Southwest quarter of the
Southwest quarter of Section 13, Township 42 North, Range
5 East, and being part of a larger tract of land conveyed
to Peter J. Wyatt and wife by deed recorded in Warranty
Deed Book 163, Page 153 of the Jefferson County land records,
said ten (10) acre tract described as follows: Beginning at
an old iron pipe marking the southeast corner of said larger
tract recorded in Book 163, Page 153, thence South 87 degrees,
12 minutes, 24 seconds West 652.39 feet along the south line
of said Section 13; thence departing from said south line
North 0 degrees, 37 minutes, 50 seconds East 667.70 feet; thence
North 87 degrees, 12 minutes, 24 seconds East 652.39 feet to the
east line of said Wyatt tract recorded in Book 163, Page 153 of
the Jefferson County land records; thence South 0 degrees, 37
minutes, 50 seconds West 667.70 feet along said west line to the
point of beginning.

WHEREAS, Third Party is the owner of a fifteen (15)
acre tract of land described as:

Fifteen (15) acres being part of the Southwest quarter of the
Southwest quarter of Section 13, Township 42 North, Range 5
East, and being part of a larger tract of land conveyed to
Peter J. Wyatt and wife by deed recorded in Warranty Deed
Book 163, Page 153 of the Jefferson County land records, said
fifteen (15) acre tract described as follows: Beginning at
an old iron pin marking the southwest corner of said Section
13, thence North 1 degree, 14 minutes, 42 seconds East 1004.91
feet along the west line** North 87 degrees, 12 minutes,
24 seconds East 647.28 feet; thence South 0 degrees, 37 minutes,
50 seconds West 1004.20 feet to the south line of said Section
13; thence South 87 degrees, 12 minutes, 24 seconds West 658.07
feet along the south line of said Section 13 to the point of
beginning.

**of said Section 13, thence departing from said West line

WHEREAS, First Party and Second Party have agreed to grant
to Third Party an easement for a fifty (50) foot wide roadway across
the above-described property of the First Party and the Second Party,

RECORDERS NOTE: ...
this record is due to the quality of the
instrument as presented for recording

which easement is more particularly described as follows:
 lying west of and adjacent to the following described line,
 An easement being fifty (50) feet in width beginning at
 an old iron pin marking the southeast corner of a tract
 of land conveyed to Peter J. Wyatt and wife by deed recorded
 in Warranty Deed Book 163, Page 153 of the Jefferson County
 land records, and extending 379.54 feet north along the
 eastern line of said tract.

NOW, THEREFORE, in consideration of the sum of Ten
 Dollars (\$10.00) and other good and valuable considerations paid
 by the Third Party to the First Party and to the Second Party,
 receipt of which is hereby acknowledged, the First Party and the
 Second Party do hereby grant and convey to the Third Party, and
 to the heirs and assigns of the Third Party, and to the Third
 Party's agents, tenants, servants, visitors, licensees and all
 others with the consent of said Third Party, the use of the roadway
 located on the property of the First Party and the Second Party
 described hereinabove; and also the right to enter upon the land of
 the Second Party in order to construct or reconstruct, repair and
 maintain the said roadway described hereinabove.

These easements and the agreements and covenants herein
 contained shall run with the land and inure to, and be binding
 upon the successors in title of the respective parties.

FIRST PARTY

Mary B.
 Mary B. Wyatt

SECOND PARTY

David
 David Smith

THIRD PARTY

James J.
 James J. Johnson

163 / 158

GENERAL WARRANTY DEED—With Statutory Acknowledgments

This Indenture, made the 2nd day of June 1884,
 between Otto C. and Hulda K.
 of the County of Jefferson in the State of Missouri, his wife,
Peter & Mary Wyatt of the First Part,
 of the County of St. Louis in the State of Missouri, of the Second Part.
 WITNESSETH, That the said 1st Part, in consideration of the sum of One dollar and other valuable considerations to them paid by the said 2nd Part, the receipt of which is hereby acknowledged, have granted, sold, conveyed and confirmed, unto the said 1st Part, of the Second Part, their heirs and assigns, the following described Lots, Tracts or Parcels of Land to-wit:

[illegible]

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at the County of Jefferson, State of Missouri, this 25th day of May, A. D. 1939.

Attest my hand and seal of office, at the County of Jefferson, State of Missouri, this 25th day of May, A. D. 1939.

Notary Public for the State of Missouri.

Witness my hand and seal of office, at the County of Jefferson, State of Missouri, this 25th day of May, A. D. 1939.

State of Missouri, County of Jefferson, on this 25th day of May, A. D. 1939, before me personally appeared ARTHUR FRANK and PEARL FRANK, his wife, who known to me the persons described in who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at the County of Jefferson, State of Missouri, this 25th day of May, A. D. 1939.

Notary Public for the State of Missouri.

Witness my hand and seal of office, at the County of Jefferson, State of Missouri, this 25th day of May, A. D. 1939.

General Warranty Deed

This Deed, made and entered into this 25th day of May, A. D. 1939, by and between ARTHUR FRANK and PEARL FRANK, his wife,

of the County of Jefferson, State of Missouri,

and JOSEPH ADDISON and SARAH ADDISON, his wife,

of the County of Jefferson, State of Missouri,

do hereby certify that the above described premises are the same as those described in the foregoing instrument, and that the same are the same as those described in the foregoing instrument, and that the same are the same as those described in the foregoing instrument.

...that part of the Southwest quarter of the Northwest quarter of Section thirteen (13), Township Forty-two (42), Range 21, ...
...of the Northwest corner of said Southwest quarter of the Northwest quarter, and running thence South along the West line of said section ...
...more or less said point in the South line of said ...
...Southwest quarter of the Northwest quarter, thence ...
...Southwest quarter of the Northwest quarter, ...
...the place of beginning, containing 81 1/2 acres, more or less.

Subject to easement of county road along the north line of said tract.

To Have and to Hold thence, together with all rights and appurtenances to the same, unto the heirs and assigns of the second part and to their heirs and assigns forever.

IN WITNESS WHEREOF, the first named party, they and their heirs, executors and administrators, shall and will hand and deliver this to be recorded in the public records of the county of Jefferson, Missouri, and the State of Missouri.

IN WITNESS WHEREOF, the first named party, they and their heirs, executors and administrators, shall and will hand and deliver this to be recorded in the public records of the county of Jefferson, Missouri, and the State of Missouri.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Arthur Frank
Pearl Frank

State of Missouri,)
County of Jefferson,) On this 25th day of May, 1957,
before me personally appeared ARTHUR FRANK and PEARL FRANK, his wife,

known to be the persons described in and who executed the foregoing instrument, read aloud to them the contents thereof, and they acknowledged to me that they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Jefferson, State of Missouri, the day and year first above written.

William H. ...
(Notary Public)

Witness my hand and seal this 25th day of May, 1957.

11 15 15

GENERAL WARRANTY DEED

1928 JUN 15 1928

This Deed, Alike and dated into this 11th day of June

1928, by and between

Mary Wyatt, A single person

of the County of Jefferson State of Missouri

party or parties of the first part, and

Joseph Miller

of the County of Jefferson State of Missouri

party or parties of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar (and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by their private GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Jefferson and State of Missouri, to-wit:

Part of the West half of the Southwest quarter of Section 13, Township 42 North, Range 5 East, Jefferson County, Missouri, described as follows: Beginning at a found pipe being the Northeast corner of the West half of the Southwest quarter of said Section 13; proceed thence with the eastern boundary line thereof, South 0 degrees 31 minutes 00 seconds West 127.20 feet to a set iron pin; thence North 89 degrees 22 minutes 10 seconds East 128.03 feet to a set iron pin; thence North 0 degrees 37 minutes 56 seconds East 106.10 feet to a set iron pin in the northern boundary line of the Southwest quarter of said Section 13; thence with said boundary line North 07 degrees 42 minutes 20 seconds East 429.55 feet to the place of beginning. Also, hereby conveying an easement for road purposes over a strip of land 30 feet wide lying east of and adjoining the following described tract: Beginning at a point located North 29 degrees 22 minutes 10 seconds East 20 feet distant from the Northeast corner of the above described tract; thence South 0 degrees 37 minutes 56 seconds East 499 feet. Also, hereby conveying an easement for road purposes over the existing traveled road running Southwardly from the above mentioned road adjacent to the county road. Containing 11 acres more or less.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of each party or parties forever.

The said party or parties of the first part hereby covenanting that said party or parties and the heirs, executors and administrators of each party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whatsoever, excepting, however, the general taxes for the calendar year 1928 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

EMORY RECORD

JUN 22 PM 2:39

JEFFERSON COUNTY MO

STATE OF MISSOURI

County of Jefferson

On this 11th day of June

Mary B. Wyatt

Mary B. Wyatt

to me known to be the person or persons 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 official seal in the County of Jefferson and State of Missouri, the day and year first above written.

My term expires

June 20, 1931

Mary B. Wyatt

Notary Public

RECORDING FEE 5.00
STATE USER FEE 3.00
TOTAL 8.00

EXEMPT

Flaming Director

GENERAL WARRANTY DEED (Individually)

Date: July 10, 1988 This Deed, made and entered into this 10th day of July, 1988, by and between SHARON JOANN SUTTON, a single person

of the County of Jefferson State of Missouri party or parties of the first part, and PAUL L. Gross and EILEEN Gross, his wife

of the County of Jefferson State of Missouri party or parties of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Jefferson and State of Missouri, to-wit:

All that part of the East part of the Southwest quarter of the Northwest quarter of Section 13, Township 42, Range 5 East and being described as follows: Beginning at the Southeast corner of the Southwest quarter of the Northwest quarter of said Section; thence West 104 feet and 10 inches to a point; thence North 1300 feet to the South line of a roadway; thence East 104 feet, 10 inches to the East line of said Southwest quarter of the Northwest quarter of said Section; thence South 1300 feet to the place of beginning.

Parcel No. 08-6.0-13.0-014.01
Parcel No. 08-6.0-13.0-014

Subject to easements, building lines, restrictions, right of ways of zoning regulations, of record, if any.

RECORDING FEE \$5.00
STATE USER FEE \$3.00
TOTAL \$8.00

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever.
The said party or parties of the first part hereby covenants, warrants and agrees that the said party or parties of the second part, administrators and assigns of such party or parties, shall and lawfully shall have and enjoy the same unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, ascending, however, the general limitation of the Statute of 1888, and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

Sharon Joann Sutton
SHARON JOANN SUTTON

STATE OF MISSOURI }
County of Jefferson } On this 10th day of July, 1988, before me personally appeared

SHARON JOANN SUTTON, a single person

to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged to me that they executed the same as THEIRS (free bet and deed).

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

Lana Woods
LANA WOODS Notary Public
JEFFERSON COUNTY, MISSOURI

GENERAL WARRANTY DEED

414-571

THIS INDENTURE, Made on the 3rd day of April, A. D. One Thousand Nine Hundred
and Sixty-eight, by and between LAWRENCE J. DAVIS and VIVIAN V. DAVIS, his Wife

of the County of Jefferson and State of Missouri part Y of the first part, and
ROBERT I. Sharp and FERN J. SHARP his Wife as Tenants by the
Entirety

of the County of Jefferson in the State of Missouri part Y of the second part.

WITNESSETH, That said part Y of the first part, for and in consideration of the sum of One Dollar and
other valuable consideration DOLLARS,

to them paid by the said part Y of the second part, the receipt of which is hereby acknowledged, do their heirs
presents, Grant, Bargain and Sell, Convey and Confirm unto the said part Y of the second part, their heirs
and assigns, the following described Lots, Tracts or Parcels of Land, lying, being, and situated in the County of
Jefferson and State of Missouri, to-wit:

Eleven and Eighty-nine Hundredths (11.89) acres consisting of part of the Northeast
quarter of the Northwest quarter and part of the Northwest quarter of the Northeast
quarter in Section Twenty-four (24), Township Forty-two (42) North, Range Five (5)
East, described as follows: Beginning in the North line of said Section, at the
quarter section corner, and running thence with the North line of said Section,
South 87 degrees 18 minutes West 264.7 feet to a point from which an iron pin bears
South 9 degrees 47 minutes East 15.1 feet distant; thence South 9 degrees 47 minutes
East 367.9 feet to an iron pin; thence South 10 degrees 50 minutes West 986.5 feet
to an iron pin; thence North 87 degrees 33 minutes East 381.64 feet to an iron pin
in the East line of the Northwest quarter of said Section; thence with said East
line, North 17 minutes East 446.3 feet to an old iron axle shaft for the most South-
ern corner of a tract of land described as containing 3.50 acres, more or less, in
deed of conveyance from Henry G. Dannenberg and wife, to F.J. Hermann, and wife,
dated March 20, 1937, recorded in Book 136 at page 343 of the Jefferson County Land
Records; thence with the Southeastern boundary line of said tract of 3.50 acres,
more or less, North 59 degrees 58 minutes East 455.9 feet to the most Eastern corner
thereof, in the center of the County Road; thence with the center of the County road,
being the Northeastern boundary line of said tract of 3.50 acres, more or less, North
35 degrees 30 minutes West 673 feet to a point in the quarter section line; thence
North 17 minutes East 104.5 feet to the place of beginning.

Subject to the easement of the County Road.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and im-
munities thereto belonging or in anywise appertaining unto the said part Y of the second part, and unto their
heirs and assigns forever, the said party of the first part

intently covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed;
that they have good right to convey the same; that the premises are free and clear of any incumbrances
except taxes for the year 1905
and that they will Warrant and Defend
the title to the said premises unto the said part Y of the second part, and unto their heirs and assigns forever,
against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said part Y of the first part have hereunto set their hands and
seals this 3rd day and year first above written.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

GENERAL WARRANTY DEED (INDIVIDUAL)

BOOK 486 PAGE 89D

THIS DEED, Made and entered into this 3rd day of June, 1991, by and between

LINUS C. HOWARD and GERTRUDE W. HOWARD his wife
of the COUNTY of ST. LOUIS, State of MISSOURI, party or parties of the first part, and

X RONALD L. HOWARD and MARK V. HOWARD, his wife
whose postoffice address is
of the COUNTY of JEFFERSON, State of MISSOURI, party or parties of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part the following described Real Estate, situated in the COUNTY of JEFFERSON and State of Missouri, to wit:

The West half of the Northeast quarter of the Northwest quarter of Section Twenty-four (24), Township Forty-two (42) North, Range five (5) East, containing 20 acres, more or less.

TO HAVE AND HOLD the same, together with all right and appurtenances to the same belonging, unto the said party or parties of the second part and to the heirs and assigns of such party or parties forever.

The said party or parties of the first part hereby covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 1991 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands this day and year first above written.

Linus C. Howard
LINUS C. HOWARD

Gertrude W. Howard
GERTRUDE W. HOWARD

STATE OF MISSOURI
COUNTY OF ST. LOUIS

On this 3rd day of June, 1991, before me personally appeared LINUS C. HOWARD and GERTRUDE W. HOWARD, known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that they executed the same for the purposes and consideration therein expressed.

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

JAD:esm

FILED FOR RECORD
1991 JUN 5 AM 10:05
ST. LOUIS COUNTY, MO

Anthony Dill
Notary Public

ANTHONY DILL
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 10-04
ST. LOUIS COUNTY

RECORDING FEE \$
STATE USE FEE \$

Xctm

GENERAL WARRANTY DEED 525/ 991 (INDIVIDUAL)

This Deed, Made and entered into this: 23rd day of October, 1974, by and between
TRIDENT DEVELOPMENT, INC., A Missouri Corporation

of the County of Jefferson State of Missouri party or parties of the first part, and
T. J. Samuels

of the County of Jefferson State of Missouri party or parties of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Jefferson and State of Missouri, to-wit:

The Southeast quarter of the Southwest quarter and the Northeast quarter of the Southwest quarter and the South one-fourth of the Southeast quarter of the Northwest quarter, all in Section 13, Township 42, Range 5 East, containing in all 90 acres.

Less and excepting therefrom a tract of 50 acres conveyed by deed dated June 14, 1955, recorded in Book 237, page 440 of the Jefferson County Land Records. Together with all improvements thereon known and numbered as Cook Road, Route #3, Imperial, Missouri, 63052. Subject to building lines, restrictions, conditions and easements of record, if any.

FILED FOR RECORD
RECORDED
OCT 31 1974

RICHARD KING, RECORDER

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever.

The said party or parties of the first part hereby covenanting that said party or parties and the heirs, executors and administrators of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 1974, and thereafter, and special taxes levied after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the

General Warranty Deed

527-751

This Deed, Made and entered into this -7TH- day of
December nineteen hundred and seventy-four, by and between

Betty Jones

of the County of Jefferson State of Missouri

part ies of the first part, and

JOSEPH G. HOOK and DIANNE M. HOOK, his wife,

of the County of Jefferson State of Missouri

part ies of the second part.

Witnesseth, that the said part ies of the first part, for and in consideration of the sum of ten Dollars (\$10.00) and other good and valuable consideration paid by the said part ies of the second part, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said part ies of the second part, the following described Real Estate, situated in the County of Jefferson and State of Missouri, to-wit:

The Northeast quarter of the Southeast quarter of Section 14, Township 42, Range 5 East, Jefferson County, Missouri.

Also a thirty (30) foot road easement running from the intersection of the existing County roadway known as Windmill Road with west portion of the Southwest Quarter of the Northwest Quarter of Section Fourteen (14), Township Forty-two (42), Range Five (5) East and running from said point southwardly to south line to said quarter of quarter section.

Also an easement over the most Northwest corner of the Northwest quarter of the Southwest quarter of Section Thirteen (13), Township Forty-two (42) North, Range Five (5) East, same being to-wit:

Beginning at the southwest corner of the Southwest Quarter of the Northwest Quarter of Section 13, Township 42 North, Range 5 East; thence east along the south boundary line of said Quarter, Quarter Section for a distance of thirty (30) feet; thence in a southwestwardly direction a distance of forty-two and five tenths (42.5) feet to a point located in the east line of the Northeast Quarter of the Southeast Quarter of Section 14, Township 42 North, Range 5 East; thence North along the east boundary line of said Quarter, Quarter Section for a distance of thirty (30) feet to the point of beginning.

43755
GENERAL WARRANTY DEED (Individual)

Page 541 of 1397

This Deed Made and entered into this 12th day of October, 1992, by and between
 HILDA E. TRENDLE, widow of EDWARD E. TRENDLE, deceased a single person
 a/k/a HILDA E.

of the County of Jefferson State of Missouri, party or parties of the first part, and
 Daniel T. Bird and Linda J. Bird, his wife

of the County of Jefferson State of Missouri, party or parties of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Jefferson and State of Missouri, to-wit:

PARCEL 1: Part of the Northwest quarter of Section 13, Township 42 North, Range 5 East, in Jefferson County, Missouri, described as follows: Beginning at a set iron pin being located South 65 degrees 59 minutes 12 seconds East 2386.92 feet distant from the Northwest corner of the South half of the Northwest quarter of said Section 13; proceed thence North 0 degrees 53 minutes East 1022.00 feet to the Northern boundary line of the South half of the Northwest quarter of said Section 13; thence with said boundary line, being within the right-of-way of the Windmill County Road, North 88 degrees 30 minutes East 174.00 feet to the Southwestern boundary line of U.S. Survey No. 2021, Township 42 North, Range 5 East; thence with said U.S. Survey line, being within the right-of-way of said Windmill County Road, South 49 degrees 01 minute East 380.91 feet to a point from which a set iron pin bears South 0 degrees 53 minutes 15 seconds West 39.22 feet distant; thence departing from said U.S. Survey line and running with the Eastern boundary line of the Northwest quarter of said Section 13, South 0 degrees 53 minutes 15 seconds East 773.67 feet to a point from which a found iron pin bears South 0 degrees 53 minutes 15 seconds West 1.22 feet distant; thence departing from the Eastern boundary line of the Northwest quarter of said Section 13 and running South 88 degrees 45 minutes West 465.70 feet to the place of beginning.

This conveyance contains more than five acres as defined in Section 4.2 of the Jefferson County Missouri Planning Department Regulations.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever.

The said party or parties of the first part hereby covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons, whomsoever, excepting, however, the general taxes for the calendar year 1992 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

Hilda E. Trendle
 HILDA E. TRENDLE

STATE OF MISSOURI,)
 COUNTY OF JEFFERSON,) ss. On this 12th day of October, 1992, before me personally appeared
 HILDA E. TRENDLE, widow of EDWARD E. TRENDLE, deceased,
 a single person a/k/a HILDA E. DANNENBERG,
 to me known to be the person or persons described in and who executed the foregoing instrument, and she 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 in
 the County of Jefferson and State aforesaid, the day and year first above written.

My term expires 11/12/93

Paul K. Beck
 Paul K. Beck
 Notary Public

FILE TIME ON NEXT PAGE

GENERAL WARRANTY DEED (Individual)

BOOK 558 PAGE 2395

This Deed, Made and entered into this Eighth day of December, 1902, by and between
 LIRUS F. HOWARD, and GERTRUDE M. HOWARD his wife

of the County of St. Louis State of Missouri, party or parties of the first part, and

RONALD L. HOWARD and MARY V. HOWARD, his wife

of the County of Jefferson State of Missouri, party or parties of the second part,

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Jefferson and State of Missouri, to-wit: All of the Northwest quarter of the Northwest quarter and West half of the Northeast quarter of the Northwest quarter of Section Twenty-four (24), Township Forty-two (42) North, Range Five (5) East, containing Sixty (60) acres, more or less.

LESS AND EXCEPTING:
 The West half of the Northeast quarter of the Northwest quarter of Section twenty-four (24), Township Forty-two (42) North, Range Five (5) East, containing 20 acres, more or less.

Subject to conditions, restrictions and easements of record, if any.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever.

The said party or parties of the first part hereby covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 1902 and thereafter, and against those becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

FILED FOR RECORD

98 MAR -2 PM 11:36

MANUEL CASTLE, CLERK
 JEFFERSON COUNTY, MO.

Attest, On this 8th day of December, 1902, before me personally appeared

Ronald L. Hoffmeister and Gertrude M. Hoffmeister, his wife,
 known to me to be the person or persons described in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in and to the County of Jefferson, State of Missouri, this day and year first above written.

*Ronald L. Hoffmeister, atty.
 6271 Market Boulevard
 St. Louis, Mo. 63111*

T. H. Hoffmeister, Jr., Notary Public

My term expires June 14, 1905.

*500
 1905
 1904*

Warranty Deed

BOOK 596 PAGE 1210

This Deed, Made and entered into this Fourth day of November nineteen hundred and Ninety-three by and between LINUS C. Howard and GERTRUDE M. Howard, his wife

of the County of St. Louis State of Missouri parties of the first part, and

LINUS C. HOWARD and GERTRUDE M. HOWARD, Co-Trustees for the LINUS C. HOWARD and GERTRUDE M. HOWARD TRUST DATED November 4, 1993

of the County of St. Louis State of Missouri parties of the second part.

Witnesseth, that the said parties of the first part, for and in consideration of the sum of One Dollar and no/100 (\$1.00) paid by the said parties of the second part, the receipt of which is hereby acknowledged, do by these presents Bargain and Sell, Convey and Confirm unto the said parties of the second part the following described Real Estate, situated in the County of Jefferson and State of Missouri, to wit: The Southeast quarter of the Southeast quarter of Section Fourteen (14), Township forty-two (42) North, Range Five (5) East, containing forty (40) acres. Also the Northeast quarter of the Northeast quarter of Section Twenty-three (23), Township forty-two (42) North, Range Five (5) East, containing forty (40) acres. Property situated in Jefferson County.

Subject to conditions, restrictions and easements of record, if any.

Warranty Deed

656-505

This Deed, Made and entered into this Fifteenth day of February, nineteen hundred and eighty, by and between

MARY B. Wyatt a single person

of the County of Jefferson State of Missouri
party of the first part; and

DAVID Smith and EVELYN Smith his wife,
2202 Cook Road, Imperial, Missouri 63052

of the County of Jefferson State of Missouri
parties of the second part.

Witnesseth, that the said party of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS, paid by the said parties of the second part, the receipt of which is hereby acknowledged; does by these presents *Bargain and Sell, Convey and Confirm* unto the said parties of the second part, the following described Real Estate, situated in the County of Jefferson, and

State of Missouri, to-wit: Part of the Southwest quarter of the Southwest quarter of Section 13, Township 42 North, Range 5 East, and being part of a larger tract of land conveyed to Peter J. Wyatt and wife, by deed recorded in warranty deed Book 163, Page 153 of the Jefferson County Land Records, said tract described as follows: Beginning at an old iron pin marking the southeast corner of said larger tract recorded in book 163, page 153; thence South 87 degrees 12 minutes 24 seconds West 652.39 feet along the south line of said section 13; thence departing from said south line North 0 degrees 37 minutes 50 seconds East 667.70 feet; thence North 87 degrees 12 minutes 24 seconds East 652.39 feet to the east line of said Wyatt tract recorded in book 163, page 153 of the Jefferson County Land Records; thence South 0 degrees 37 minutes 50 seconds West 667.70 feet along said west line to the point of beginning, according to survey of Robert Ellis MRLS, executed December 27, 1979.

Reserving an easement described as the most easternmost fifty (50) feet in width, lying west of and adjacent to the following described line, commencing at the old iron pipe marking the southeast corner of the tract recorded in Book 163, Page 153 of the Jefferson County land records; and extending 667.70 feet north along the eastern line of said tract; for the purpose of ingress and egress, for maintaining a road, and for the placement and maintenance of all utilities, and for telephone lines.

SUBJECT to Easement for roadway 20 feet wide, the centerline of which is described as follows: Beginning at a point on the east line of said tract conveyed to Peter J. Wyatt and wife, by deed recorded in Deed Book 163, Page 153 of the Jefferson County Land Records, North 0 degrees 37 minutes 50 seconds East 369.54 feet from the southeast corner thereof, thence South 84 degrees 18 minutes 18 seconds West 104.84 feet; thence South 46 degrees 22 minutes 31 seconds West 102.80 feet; thence South 71 degrees 31 minutes 11 seconds West 57.38 feet; thence North 68 degrees 30 minutes 14 seconds West 334.44 feet; thence North 46 degrees 22 minutes 09 seconds West 114.78 feet; thence North 14 degrees 29 minutes 48 seconds West 87.50 feet to the western most line of the tract set out in Schedule A, according to survey of Robert Ellis MRLS, executed December 27, 1979.

THE Grantor and the Grantees of the above described real estate hereby cause the covenant and restriction upon the above described real estate, that the

Grantees will restrict any conveyance of the concerned real estate, or any part thereof, so that no more than one single-family dwelling unit can be constructed on each five-acre parcel. Said covenant and restriction shall run with the land and inure to and be binding upon the successors in title of the Grantees.

Warranty Deed

050/508

This Deed, Made and entered into this - - fifteenth - day of
February - - nineteen hundred and - eighty - , by and between

MARY B. Wyatt a single person

of the County of Jefferson State of Missouri
part y of the first part, and

JAMES J. Johnson and JANE L. Johnson, his wife,

of the County of Jefferson State of Missouri
part ies of the second part.

Witnesseth, that the said part y of the first part, for and in consideration of
the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS - - - - -
paid by the said part ies of the second part, the receipt of which is hereby acknowledged, do es by
these presents Bargain and Sell, Convey and Confirm unto the said part ies of the second part,
the following described Real Estate, situated in the County of Jefferson , and
State of Missouri, to-wit:

Part of the Southwest quarter of the Southwest quarter of Section 13, Township 42
North, Range 5 East, and being part of a larger tract of land conveyed to Peter J.
Wyatt and wife, by deed recorded in Warranty Deed Book 163, Page 153 of the Jefferson
County Land Records, said tract described as follows: Beginning at an old iron pin
marking the southwest corner of said Section 13, thence North 1 degree 14 minutes 42
seconds East 1004.91 feet along the West line of said Section 13, thence departing
from said west line North 87 degrees 12 minutes 24 seconds East 647.28 feet; thence
South 0 degrees 37 minutes 50 seconds West 1004.20 feet to the south line of said
Section 13; thence South 87 degrees 12 minutes 24 seconds West 658.07 feet along the
south line of said Section 13 to the point of beginning, according to survey of Robert
Ellis MRLS, executed December 27, 1979.

ALSO, an easement for roadway 20 feet wide, the centerline of which is described as
follows: Beginning at a point on the east line of said tract conveyed to Peter J.
Wyatt and wife by deed recorded in deed book 163, page 153 of the Jefferson County
Land Records, North 0 degrees 37 minutes 50 seconds East 369.54 feet from the southeast
corner thereof; thence South 84 degrees 18 minutes 18 seconds West 104.84 feet; thence
South 46 degrees 22 minutes 31 seconds West 102.80 feet; thence South 71 degrees 31
minutes 11 seconds West 57.38 feet; thence North 68 degrees 30 minutes 14 seconds West
334.46 feet; thence North 46 degrees 22 minutes 09 seconds West 114.78 feet; thence
North 14 degrees 29 minutes 48 seconds West 87.30 feet to the eastern most line of the
above described tract, according to survey of Robert Ellis MRLS, executed December
27, 1979.

THE Grantor and the Grantees of the above described real estate hereby
cause the covenant and restriction upon the above described real estate,
that the Grantees will restrict any conveyance of the concerned real estate,
or any part thereof, so that no more than one single-family dwelling unit
can be constructed on each five acre parcel, said covenant and restriction
shall run with the land and inure to and be binding upon the successors
in title of the Grantees.



This gives easement to Crosser
us, to Crosser Markham a Road 50 wide
Granted by Smith

510

EASEMENT

This agreement, entered into this 2ND day of FEBRUARY
1980, by and between MARY D. Wyatt (a single person), First Party, and
DAVID Smith and EVELYN Smith his wife, Second Party,

WITNESSETH:

WHEREAS, First Party is the owner of a tract of land
described as:

The West half of the Southwest quarter of Section Thirteen
(13), Township Forty-two (42) of Range Five (5) East as
recorded in Warranty Deed Book 163, Page 153 of the Jefferson
County land records. Less parts.

WHEREAS, Second Party is the owner of a ten (10) acre
tract of land described as:

Ten (10) acres being part of the Southwest quarter of the
Southwest quarter of Section 13, Township 42 North, Range
5 East, and being part of a larger tract of land conveyed
to Peter J. Wyatt and wife by deed recorded in Warranty
Deed Book 163, Page 153 of the Jefferson County land records,
said ten (10) acre tract described as follows: Beginning at
an old iron pipe marking the southeast corner of said larger
tract recorded in Book 163, Page 153, thence South 87 degrees,
12 minutes, 24 seconds West 652.39 feet along the south line
of said Section 13; thence departing from said south line
North 0 degrees, 37 minutes, 50 seconds East 667.70 feet; thence
North 87 degrees, 12 minutes, 24 seconds East 652.39 feet to the
east line of said Wyatt tract recorded in Book 163, Page 153 of
the Jefferson County land records; thence South 0 degrees, 37
minutes, 50 seconds West 667.70 feet along said west line to the
point of beginning.

WHEREAS, Second Party has agreed to grant to the First
Party an easement for a fifty (50) foot wide roadway and for utilities
across the above-described property of the Second Party, which
easement is more particularly described as follows:

lying west of and adjacent to the following described line,
An easement being fifty (50) feet in width beginning at
an old iron pipe marking the southeast corner of a tract
of land conveyed to Peter J. Wyatt and wife by deed recorded
in Warranty Deed Book 163, Page 153 of the Jefferson County
land records, and extending 667.70 feet north along the
eastern line of said tract.

NOW, THEREFORE, in consideration of the sum of Ten
Dollars (\$10.00) and other good and valuable considerations paid
by the First Party to the Second Party, receipt of which is hereby
acknowledged, the Second Party does hereby grant and convey to the
First Party, and to the heirs and assigns of the First Party, and

to the First Party, its agents, tenants, servants, visitors, licensees and all others with the consent of said First Party, the use of the fifty (50) foot wide easement located on the property of the Second Party described hereinabove for the purpose of ingress and egress; and for the purpose of maintaining a road; and for the purpose of installing and maintaining utilities, being gas, electric, water, sewer and telephone lines; and also the right to enter upon the land of the Second Party in order to construct or reconstruct, repair and maintain the said roadway and utilities described hereinabove.

These easements and the agreements and covenants herein contained shall run with the land and inure to, and be binding upon the successors in title of the respective parties.

FIRST PARTY

Mary B. Wyatt

Mary B. Wyatt

SECOND PARTY

David Smith

David Smith

Evelyn Smith

Evelyn Smith, his wife

STATE OF MISSOURI)
) SS
COUNTY OF JEFFERSON)

On this 2ND day of FEBRUARY, 1980, before me personally appeared Mary B. Wyatt, to me 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 in the County and State aforesaid, the day and year first above written.



Commission Expires: 12-17-82 NOTARY PUBLIC Robert Michael Shea

BOOK 653 PAGE 240

Subject to covenants, restrictions, conditions and zoning regulations, if any.

END OF LEGAL DESCRIPTION

GENERAL WARRANTY DEED
(INDIVIDUAL)

681-565

This Deed, Made and entered into this 30th day of MAY, 1981, by and between

HERBERT A. BIRD and HELEN F. BIRD his wife

of the County of Jefferson State of Missouri party or parties of the first part, and
RONALD W. BIRD and LINDA S. BIRD his wife

of the County of Jefferson State of Missouri party or parties of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Jefferson and State of Missouri, to-wit:

A tract of land in the Southwest quarter of Section 13, Township 42 North, Range 5 East, Jefferson County, Missouri, and described as follows: Beginning at the Southeast corner of said Southwest quarter being the Southeast corner of a tract of land conveyed to Herbert A. BIRD and Helen F. BIRD his wife, by Deed recorded on the 16th day of June, 1955, at 11:30 A.M. in the Jefferson County Records; thence West along the South line of said Southwest quarter 160.00 feet to a point; thence North, parallel with the East line of said Southwest quarter 272.25 feet to a point; thence East, parallel with the South line of said Southwest quarter, to a point on the East line of said Southwest quarter; thence South, along the East line of said Southwest quarter, to the point of beginning and containing 1.00 acre more or less.

Subject to easements and restrictions of record.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever.

The said party or parties of the first part hereby covenanting that said party or parties and the heirs, executors and administrators of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons, whomsoever, excepting, however, the general taxes for the calendar year 1981, and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

Herbert A. Bird
Herbert A. BIRD
Helen F. Bird
Helen F. BIRD

STATE OF MISSOURI } ss. On this 30 day of MAY, 1981, before me personally appeared
COUNTY OF JEFFERSON } HERBERT A. BIRD and HELEN F. BIRD his wife
to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that
they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Jefferson and State of Missouri the day and year first above written.

My term expires: Feb 19, 1992

Robert C. Dodson
Robert C. Dodson, Notary Public

FILED FOR RECORD
AT 8:00 PM 11/11/81

JUL 31 1981

RICHARD KING, RECORDER

END OF DOCUMENT

IN THE PROBATE COURT OF JEFFERSON COUNTY, MISSOURI

AT HILLSBORO

RECORDERS NOTE: The poor quality of
this record is due to the quality of the
instrument as presented for recording.

13128-429

In the estate of:

HERBERT A. BYRD

Deceased.

Estate No. CV281-265P

FINAL SETTLEMENT APPROVED; FINDING AND DECREE
OF (HEIRSHIP, SUCCESSION), DISTRIBUTION ~~AND DECREE~~
(Sec. 473.583 and 473.617, R.S. Mo.)

On November 30, 1982 the court takes up the final settlement and petition for distribution and
(1) (date)
determination of rights of succession, filed herein on November 9, 1982 by Ronald H. Byrd
(2) (date) (3)
....., personal representative of the estate of Herbert A. Byrd
(4)
....., deceased, and finds that decedent died August 29, 1981
(5) (date)
domiciled in and a resident of Jefferson County, Missouri; that due and timely notice of the
(6)
filing of said settlement and petition was given according to law, and proof thereof filed herein; that due and timely
notice, by publication and ordinary mail, of the granting of letters on said estate, the first publication of which
was had September 22, 1981 was given according to law, and proof thereof filed herein within
(7) (date)
ten days after the completion of such publication; and that no objections to said settlement or petition have been
filed and the time allowed therefor has expired; that this estate is in a condition to be closed and that all claims have
been paid except (here note exceptions if any — see Sec. 473.617, RSMo. 1969 for suggestions).

The final settlement, showing that the personal representative has on hand \$ 34,592.54 in
(8)
cash and other personal property valued at \$ 0.00 has been filed and audited.
(9)

It is therefore, ordered and adjudged that said settlement be hereby approved, and that all orders of par-
tial distribution heretofore made, if any, be hereby confirmed.

* The court finds and adjudges that the decedent died intestate.

* The court finds and adjudges that the decedent died testate, leaving a last will and testament which was admitted
to probate by this court on September 15, 1981, that all legacies thereunder, other than those
(10) (date)
hereinafter set forth, have been paid or satisfied.

* Orders in relation to exempt property and homestead allowance not heretofore set apart are now made as follows:

(Note: Strike inapplicable provisions)

(continued on reverse)

lands that the decedent owned at the time of death the following described real property, to-wit:

(NOTE: Describe tracts and number 1, 2, 3, etc.)

TRACT I: In Jefferson County, Missouri - a one-half ($\frac{1}{2}$) interest in the following described real estate, to-wit: Fifty (50) acres off the east side of a larger tract of 90 acres, which larger tract is described as follows: The east half of the Southwest quarter and the South one-fourth of the Southeast quarter of the Northwest quarter, all in Section Thirteen (13), Township Forty-two (42) North, Range Five (5) East. The western boundary line of the fifty (50) acre tract hereby conveyed is to be run parallel to the Eastern boundary line of the above described tract.

SUBJECT to easement of Union Electric Company of Missouri.

LESS and **EXCEPTING** a portion of said above described fifty (50) acre tract described as follows, to-wit:

Beginning at the southwest corner of said fifty (50) acre tract described hereinabove; thence northwardly along western boundary of said fifty (50) acre tract, a distance of four hundred fifty (450) feet to a point; thence eastwardly on a line parallel to the southern line Section Thirteen (13), Township 42 North, Range 5 East (said line being also southern line of said fifty (50) acre tract, a distance of One Hundred Seventy Five (175) feet to a point; thence southwardly of a line parallel to the western border of said fifty (50) acre tract, a distance of four hundred fifty (450) feet to a point of the southern line of said Section Thirteen (13); thence westwardly along the southern line of said Section Thirteen (13), a distance of One Hundred Seventy Five (175) feet to the place of beginning, containing 1.80 acres more or less.

Together with all improvements thereon.

SUBJECT to easements and restrictions of record.

RECORDERS NOTE: The poor quality of this record is due to the quality of the instrument as presented for recording.

AND FURTHER LESS and **EXCEPTING** a portion of said above described fifty (50) acre tract described as follows:

A tract of land in the Southwest quarter of Section 13, Township 42 North, Range 5 East, Jefferson County, Missouri, and described as follows: Beginning at the Southeast corner of said Southwest quarter being the Southeast corner of tract of land conveyed to Herbert A. Bled and Helen F. Bled, his wife, by Deed Recorded on the 16th day of June, 1955, at 11:30 A.M. in the Jefferson County Records; thence West along the South line of said Southwest quarter 160.00 feet to a point; thence North parallel with East line of Southwest quarter 272.25 feet to a point; thence East parallel with the South line of Southwest quarter to a point on the East line of said Southwest quarter; thence South along the East line of said Southwest quarter to the point of beginning and containing 1.00 acre more or less.

Subject to easements and restrictions of record.

TRACT II: In St. Louis County, Missouri - a one-half ($\frac{1}{2}$) interest in the following described real estate, to-wit:

A tract of land in the West $\frac{1}{2}$ of Lot 5 of HAGEMANN'S SUBDIVISION, of U.S. Survey 902 in St. Louis County, Missouri and described as: Beginning at a point in the South line of U.S. Survey 902 distant 231 feet eastwardly from an old stone at the southwest corner of Lot 5 of Hagemann's Subdivision, running thence eastwardly along the South line of U.S. Survey 902 and the center line of Meramec Bottom Road, a distance of 367.25 feet to a cross on the runway paving which marks the southwest corner of a one acre tract described in Deed recorded in Book 2104, Page 308 of the St. Louis County Records, thence northwardly at a right angle to the south line of U.S. Survey 902 a distance of 372.60 feet to a point; thence westwardly and parallel to the south line of U.S. Survey 902 a distance of

596.92 feet to the west line of said Lot 5, which point is also the angle point in the center line of Hagemann Road, thence southwardly along the center line of Hagemann Road, a distance of 437.70 feet to the point of beginning, containing 4.12 acres according to Survey thereof executed by E.R. Kinsey and Sons on October 22, 1946.

RECORDERS NOTE: The poor quality of this record is due to the quality of the instrument as presented for recording.

The court further finds and adjudges that the successors to the descendible interest of the decedent in and to the above described real property and the extent and character of their interests therein, as of said date of death are as follows:

(NOTE: Describe tracts by number but do not include property sold under court order or taken as part or all of homestead allowance. Group tracts wherever interests are identical.)

Tract Number	Name of Successor	Relationship (Intestate)* Item of Will (Testate)*	Interest
Tract I	Ronald H. BYRD, Trustee	Article III	100%
Tract II	Ronald H. BYRD, Trustee	Article III	100%

BENEFICIARY DEED

796-1491

THIS DEED, made this 21st day of October, 1997, where-in GRANTOR

MARY B. Wyatt individually and as the surviving spouse of
PETER J. Wyatt, who died on March 15, 1979, a resident of Jefferson County, Missouri
P. O. Box 100, Crystal Oaks
Crystal City, Missouri 63019

of the County of Jefferson, State of Missouri, without consideration does by these presents GRANT
AND ASSIGN, CONVEY AND CONFIRM unto GRANTEE BENEFICIARIES named as follows who
will receive the real estate as tenants in common, having the interest as follows:

JONATHAN P. Wyatt ^{with} interest L.D.P.S.

the following

described Real Estate situated in the County of Jefferson, State of Missouri, to-wit:

The West half of the Southwest quarter of Section Thirteen (13),
Township Forty-two (42) of Range Five (5) East.

Subject to easement granted to Union Electric Company of Missouri.

LESS AND EXCEPTING therefrom Fifteen (15.00) acres being part of
the Southwest quarter of the Southwest quarter of Section 13,
Township 42 North, Range 5 East, and being part of a larger tract of
land conveyed to Peter J. Wyatt and wife, by deed recorded in
Warranty Deed Book 163, Page 153 of the Jefferson County land
records, said fifteen (15) acre tract described as follows:

Beginning at an old iron pin marking the southwest corner of said Section 13, thence North 1 degree 14 minutes 42 seconds East 1004.01 feet along the West line of said Section 13, thence departing from said west line North 87 degrees 12 minutes 24 seconds East 617.28 feet; thence South 0 degrees 37 minutes 50 seconds West 1004.20 feet to the south line of said Section 13, thence South 87 degrees 12 minutes 24 seconds West 153.07 feet along the south line of said Section 13 to the point of beginning.

The centerline of a twenty (20) foot wide roadway easement to the above described fifteen (15) acre tract is described as follows:

Beginning at a point on the east line of said tract conveyed to Peter J. Wyatt and wife, by deed recorded in deed book 163, page 153 of the Jefferson County land records, North 0 degrees 37 minutes 50 seconds East 369.54 feet from the southeast corner thereof, thence South 84 degrees 18 minutes 18 seconds West 103.84 feet; thence South 46 degrees 22 minutes 31 seconds West 102.80 feet; thence South 71 degrees 31 minutes 11 seconds West 57.35 feet; thence North 69 degrees 30 minutes 14 seconds West 334.44 feet; thence North 46 degrees 22 minutes 09 seconds West 114.75 feet; thence North 14 degrees 20 minutes 48 seconds West 37.50 feet to the eastern most line of the above described fifteen (15) acre tract.

ALSO LESS AND EXCEPTING therefrom Ten (10.00) acres being part of the Southwest quarter of the Southwest quarter of Section 13, township 42 North, Range 5 East, and being part of a larger tract of land conveyed to Peter J. Wyatt and wife by deed recorded in Warranty Deed Book 163, Page 153 of the Jefferson County land records, said then (10.00) acre tract described as follows: Beginning at an old iron pin marking the southeast corner of said larger tract recorded in Book 163, Page 153, thence South 87 degrees, 12 minutes 24 seconds West 652.39 feet along the south line of said Section 13; thence departing from said south line North 0 degrees 37 minutes 50 seconds East 607.70 feet; thence North 87 degrees 12 minutes 24 seconds East 652.39 feet to the east line of said Wyatt tract recorded in Book 163, Page 153 of the Jefferson County land records; thence South 0 degrees 37 minutes 50 seconds West 607.70 feet along said west line to the point of beginning.

The centerline of a twenty (20) foot wide roadway easement across the above described ten (10) acre tract is described as follows: Beginning at a point on the east line of said tract conveyed to Peter J. Wyatt and wife, by deed recorded in Deed Book 163, Page 153 of the Jefferson County Land Records, North 0 degrees 37 minutes 50 seconds East 369.54 feet from the southeast corner thereof, thence South 84 degrees 18 minutes 18 seconds West 104.84 feet; thence South 46 degrees 22 minutes 31 seconds West 102.80 feet; thence South 71 degrees 31 minutes 11 seconds West 57.35 feet; thence North 69 degrees 30 minutes 14 seconds West 334.44 feet; thence North 46 degrees 22 minutes 09 seconds West 114.75 feet; thence North 14 degrees 20 minutes 48 seconds West 37.50 feet to the western most line of the above described ten (10) acre tract.

AND ALSO LESS AND EXCEPTING therefrom that portion of the above described real estate conveyed to Joseph Miller and Kathryn Miller, his wife, by Warranty Deed recorded in Book 309 at Page 1896 of the Jefferson County land records.

To Have and to Hold the same together with all rights and appurtenances to the same belonging unto the said Grantees, their heirs and assigns forever.

THIS BENEFICIARY DEED is executed pursuant to Section 461.025 MoRS. It is not effective to convey title to the above described real estate until Grantors' death. This Deed is subject to revocation and change in the manner provided by law.

IN WITNESS WHEREOF, Grantor executes this Beneficiary Deed on the day and year first above written.

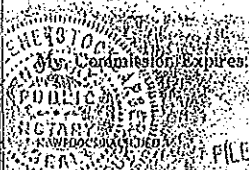
Mary B. Wyatt
Mary B. Wyatt

STATE OF MISSOURI)
COUNTY OF JEFFERSON) SS ACKNOWLEDGEMENT

On this 21st day of October, 1997, before me personally appeared MARY B. Wyatt, known to me to be the person described in and who executed the foregoing Beneficiary Deed as Grantor and acknowledged to me that she executed the same as her free act and deed for the purposes therein stated.

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

M. Darlene Stockbarger
Notary Public



M. Darlene Stockbarger
Notary Public
Jefferson County, Missouri
My Commission Expires: 1-1-99

FILED FOR RECORD

97 OCT 22 AM 10:49

PAUL J. LESTER, RECORDER
JEFFERSON COUNTY, MO

RECORDING FEE \$ 11.00
STATE USER FEE 13.00
TOTAL \$ 24.00
8985

*
Robert C. Dodson
416 Oakw Avenue, P. O. Box 55
Potosi, Missouri 63459

BOOK 856 11648

BENEFICIARY DEED

THIS DEED, made this 20th day of June, 1998, wherein
GRANTOR:
Maria Sanchez

of the County of Jefferson, State of Missouri, without
consideration does by these presents GRANT AND ASSIGN, AND CONFIRM
unto GRANTEE BENEFICIARIES named as follows:
T.J Samuels

the following described Real Estate, situated in the County of
Jefferson, State of Missouri, to-wit:

A lot contained in a tract of land conveyed by Taryen Development,
Inc., a Missouri Corporation to the parties of the first part by
deed dated October 23, 1974, recorded in Book 525, Page 991 of the
Jefferson County Land Records, beginning at a point on the South
line of said tract, said point being 485 feet from the Southwest
corner of said tract, thence in a westerly direction 102 feet along
the South line to a point; thence in a northerly direction along a
line parallel to the east boundary of said tract 223 feet to a
point; thence in an easterly direction along a line parallel to the
South boundary of said tract 102 feet to a point; thence in a
southerly direction 223 to the beginning point on the south
boundary of the property. This property situated in Section 13,
Township 42 North, Range 5 East.

END OF LEGAL DESCRIPTION

To Have and to Hold the same together with all rights and
appurtenances to the same belonging unto the said Grantee
Beneficiaries, their heirs and assigns forever.

This Beneficiary Deed is executed pursuant to S461.025 RSMO,
1989. It is not effective to convey title to the above described
real estate until Grantor's death or the death of the last to die
of two or more Grantors. This deed is subject to revocation and
change in the manner provided by law.

In Witness Whereof, Grantor executed this Beneficiary Deed on
the day and year first above written.

98 AUG -4 PM 1:06

STATE OF MISSOURI

CITY OF ST. LOUIS

On this 20th day of June, before me personally appeared
Maria Sztendera, known to me to be the person described in and who
executed the foregoing Beneficiary Deed, as Grantor, and
acknowledged to me that she executed the same as her free act and
deed for the purposes therein stated.

IN TESTIMONY WHEREOF, I set my hand and affixed my
official seal in the City and State aforesaid, on the day and year
above written.

My Term Expires

PATRICK J. CONNAGHAN
Notary Public - Missouri Seal
STATE OF MISSOURI
St. Louis, MO
My Commission Expires June 13, 2000

Notary Public

RECORDING FEE \$ 500
STATE USER FEE 1800
TOTAL \$ 2300
4/4/98

EXEMPT
Planning Director

Date 8/4/98 (ED 98-100)

Patrick Connaghan
4679 So. Grand
St. Louis, MO 63111

Quit - Claim Deed

506 867 903

867/903

This Deed, Made and entered into this 20th day of August nineteen hundred and Ninety Eight by and between James L. Johnson and Jane L. Johnson, his wife

of the County of Jefferson State of Missouri
parties of the first part, and

James L. Johnson and Jane L. Johnson, Trustees, or their successors in Trust, under the James and Jane Johnson Living Trust, dated 12/19/90, and any amendments thereto;
of the County of Jefferson State of Missouri
parties of the second part.

Witnesseth, that the said parties of the first part, for and in consideration of the sum of paid by the said parties of the second part, the receipt of which is hereby acknowledged, do these presents Remise, Release and forever Quit - Claim unto the said parties of the second part, the following described Real Estate, situated in the County of Jefferson State of Missouri to-wit:

Part of the Southwest quarter of the Southwest quarter of Section 13, Township 42 North, Range 5 East, and being part of a larger tract of land conveyed to Peter J. Wyatt and wife, by deed recorded in Warranty Deed Book 163, Page 153 of the Jefferson County Land Records, said tract described as follows: Beginning at an old iron pin marking the Southwest corner of said Section 13, thence North 1 degree 14 minutes 42 seconds East 1004.91 feet along the West line of said Section 13, thence departing from said West line North 87 degrees 12 minutes 24 seconds East 647.28 feet; thence South 0 degrees 37 minutes 50 seconds West 1004.20 feet to the South line of said Section 13; thence South 87 degrees 12 minutes 24 seconds West 658.07 feet along the South line of said Section 13 to the point of beginning, according to survey of Robert N. Ellis ALS, executed December 27, 1979.

ALSO, an easement for roadway 20 feet wide, the centerline of which is described as follows: Beginning at a point on the East line of said tract conveyed to Peter J. Wyatt and wife by deed recorded in deed book 163, Page 153 of the Jefferson County Land Records, North 0 degrees 37 minutes 50 seconds East 369.54 feet from the Southeast corner thereof; thence South 84 degrees 18 minutes 18 seconds West 104.84 feet; thence South 46 degrees 22 minutes 31 seconds West 102.2 feet; thence South 71 degrees 31 minutes 11 seconds West 57.38 feet; thence North 68 degrees 30 minutes 14 seconds West 334.44 feet; thence North 46 degrees 22 minutes 09 seconds West 114.78 feet; thence North 41 degrees 29 minutes 48 seconds West 87.50 feet to the Eastern most line of the above described tract, according to survey of Robert N. Ellis ALS, executed December 27, 1979.

Containing more than 10 acres.
To Have and to Hold the same, together with all rights and appurtenances to the same belonging, unto the said parties of the second part, and to their heirs and assigns forever.

So that neither the said parties of the First Part, nor their heirs, nor any other person or persons for them or in their name, or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

In Witness Whereof, the said parties of the first part have executed these presents the day and year first above written.

FOR ACCORDATION ONLY

BOOK 361 253

QUIT CLAIM DEED

THIS DEED, Made and entered into this 2 day of _____, 1999, by and between

Eldred H. BELL and Violet P. BELL, his wife

of the County of Jefferson, State of Missouri, parties of the first part and

The BELL Family Trust

of the County of Jefferson, State of Missouri, party of the second part.

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents REMISE, RELEASE AND FOREVER QUIT CLAIM unto The BELL Family Trust the following described Real Estate in the County of Jefferson, State of Missouri, to-wit:

The Southwest quarter of the Southeast quarter of Section Thirteen (13), Township Forty-two (42) North, Range Five (5) East, containing 40 acres.

Also a part of the west half of the Northeast quarter of Section Twenty-four (24), Township Forty-two (42), Range Five (5) East, beginning on the Western boundary line of said West half at a point 1 chain and 58 links South of the Northwest corner thereof and running thence South $35-1/2$ degrees East 18 chains; thence South $12-3/4$ degrees East 7 chains; thence South $34-1/2$ degrees East 10 chains and 6.1 links to post oak tree 18 inches in diameter on the Northwestern side of the County Road and marked with two notches on each of the four sides; thence North $35-3/4$ degrees East along the County Road 3 chains and 88 links to a post on the East side of the County Road and on the Eastern boundary line of said West half 10 chains and 50 links from the Southeast corner thereof; thence North along said Eastern boundary to the Northeast corner of said West half; thence West along the Northern boundary line of said West half to the Northwest corner thereof; thence South along the Western boundary line of said West half 1 chain and 58 links to

BOOK 961 PAGE 257

place of beginning, containing 36 acres, more or less, reserving the right of way for a road 16 feet wide through two gates and running from the Northeastern corner of said West half in a Southwesterly direction to a point on the first division line 2 chains and 90 links South 35-1/2 degrees East from the beginning point, together with all improvements thereon.

Subject to building lines, easements restrictions and any other condition of records if any.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging unto the said parties of the second part, and in the estates above set forth. So that neither the said parties of the first part, nor their heirs, not by any other person or persons for them in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said parties of the first part has hereunto set their hand the day and year first above written.

STATE OF MISSOURI)
COUNTY OF JEFFERSON) SS.

FILED FOR RECORD

99 NOV -5 PM 1:00

NOTARY PUBLIC
JEFFERSON COUNTY, MO.

On this 2 day of November, 1999, before me personally appeared Eldred H. PELL and Violet P. PELL to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My commission expires:

STEVEN M. DAVIS
Notary Public - State of Missouri
County of Jefferson
My Commission Expires 12/31/2002

Notary Public

7
Davis & Applebaum
439 Jellies Blvd
Appt. 1st floor 63010

Rec'd
NOTARY FEE \$ 8.00
STATE USER FEE 13.00
TOTAL \$ 21.00
-H/12/5

QUIT CLAIM DEED (Individual)

BOOK 1014 PAGE 2128

This deed, made and entered into this 23rd day of August, 2000, by and between
T.J. Samuels
381 Cook Road Imperial Missouri 63902

of the County of Jefferson, State of Missouri party or parties of the first part, and
X Ernestina Farrell
X 625 South Skinker St. Louis Missouri 63105

of the City of St. Louis, State of Missouri party or parties of the second part.

Witnesseth, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents REMISE, RELEASE AND FOREVER QUIT CLAIM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Jefferson and State of Missouri, to-wit:

All that part of fractional Section 13, Township 42 North, Range 5 East, Jefferson County, Missouri being described as follows: Commencing at an iron pin marking the south quarter corner of fractional section 13, thence S 87 degrees 05'08" W 1359.75' to an iron pin in the southwest corner of a tract of land deeded in Book 525, page 991 in the Office of the Recorder of Deeds, Jefferson County, Missouri; thence N 0 degrees 37'50" E 765.61' to an iron pin, marking the point of beginning; thence S 39 degrees 22'13" E 212.00' to an iron pin, thence N 0 degrees 37'50" W 283.55' to an iron pin, thence N 89 degrees 22'14" W 212.00' to an iron pin, thence S 0 degrees 37'50" W 283.55' to the point of beginning, containing 1.38 acres, more or less.

Subject to easements, rights of way, restrictions and conditions of record and zoning ordinances.

AND FURTHER SUBJECT to the agreements and conditions contained in Exhibit A, attached hereto, which shall be covenants running with the land and shall be fully binding upon all persons acquiring any interest in the Property, whether by descent, devise, purchase, lease or otherwise and any person by the acceptance of title to or possession of the Property shall thereby agree and covenant to abide by and fully perform such agreements and conditions.

"EXEMPT"

J. Alan S. Sullivan Jr.
Planning Director

8/20/00 E.S. 00:1235K

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever; so that neither the said party or parties of the first part, nor their heirs, nor any other person or persons for them or in their names or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said party or parties of the first and second part have hereunto set their hands the day and year first above written.

T.J. Samuels

EXHIBIT A

JOH 14 2121

The hereinafter described property shall be subject to the following terms and conditions:

1. Such property is to be used by Ernestina Farrell to build her personal residence. Construction of such personal residence is to begin within two years of the date of the deed transferring the interest in the property from T. J. Samuels to Ernestina Farrell and her heir and assigns agree that if construction of her personal residence does not begin within two years from the date of the deed, then T. J. Samuels shall have the option of repurchasing the property at the original purchase price of Ten Thousand (\$10,000.00) Dollars per acre if the property has not been improved, or if the property has been improved, at the then fair market value as determined by an independent real estate appraiser. T. J. Samuels may exercise this option, in writing, at any time within six (6) months from the end of the two year period. If the option is not exercised within that period of time is shall expire.

2. In the event that Ernestina Farrell no longer uses the property as her personal residence or if she wishes to sell the property, then T. J. Samuels or their heirs, shall a first right of refusal to repurchase the property at the original purchase price of Ten Thousand (\$10,000.00) Dollars per acre if the property has not been improved, or if the property has been improved, at the then fair market value as determined by an independent real estate appraiser. Ernestina Parato Short shall notify T. J. Samuels or their heirs, in writing, of her intention to no longer use the property as her personal residence or of her intention to sell the property. T. J. Samuels or their heirs may exercise this first right of refusal, in writing, at any time within six (6) months from the date they receive the notice from Ernestina Farrell. If the first right of refusal is not exercised within that period of time is shall expire.

3. All costs associated with the present purchase of the property or for any repurchase by T. J. Samuels under the terms of the right of refusal herein provided for, shall be paid for by Ernestina Farrell. Ernestina Farrell shall also be solely responsible for any and all costs related to the development of the property that do not result in an increase in the fair market value. These costs shall not be considered as part of the repurchase price in the event that T. J. Samuels exercise the option or first right of refusal as herein provided.

All of that part of fractional Section 13, Township 42 North, Range 5 East, Jefferson County, Missouri being described as follows: Commencing at an iron pin marking the south quarter corner of fractional section 13, thence S 87 degrees 05'08" W 1358.75' to an iron pin in the southwest corner of a tract of land deeded in Book 525, page 991 in the Office of the Recorder of Deeds, Jefferson County, Missouri; thence N 0 degrees 37'50" E 765.61' to an iron pin, marking the point of beginning; thence S 89 degrees 22'13" E 212.00' to an iron pin, thence N 0 degrees 37'50" W 283.55' to an iron pin; thence N 89 degrees 22'14" W 212.00' to an iron pin, thence S 0 degrees 27'50" W 283.55' to the point of beginning, containing 1.38 acres, more or less.

T. J. Samuels
T. J. Samuels

8/23/2000
Date

Date

Ernestina Farrell
Ernestina Farrell

8/23/2000
Date

FILED FOR RECORD

00 AUG 30 PM 2:03

NOTARY PUBLIC - CLERK
JEFFERSON COUNTY, MO.

RECORDING FEE \$800
STATE USER FEE 13.00
TOTAL \$813.00
CASH