BILL NO. 3028-24 **ORDINANCE NO. 2987-24**

AN ORDINANCE ANNEXING CERTAIN ADJACENT TERRITORY INTO THE CITY OF CAMDENTON, MISSOURI (VOLUNTARY ANNEXATION)

WHEREAS, on **February 7, 2024**, a verified petition signed by all the owners of the real estate hereinafter described requesting annexation of said territory into the City of Camdenton, Missouri, was filed with the City Clerk; and

WHEREAS, said real estate as hereinafter described is adjacent and contiguous to the present corporate limits of the city of Camdenton, Missouri; and

WHEREAS, a public hearing concerning said matter was held at the City Hall in Camdenton, Missouri at **6:00 PM** on **March 19, 2024**; and

WHEREAS, notice of said public hearing was given by publication of notice thereof on **March 6, 2024** in the **LAKE SUN NEWSPAPER**, a daily newspaper of general circulation in the County of Camden, State of Missouri; and

WHEREAS, at said public hearing, all interested persons, corporations or political subdivisions were afforded the opportunity to present evidence regarding the proposed annexation; and

WHEREAS, no written objection to the proposed annexation was filed with the Board of Aldermen of the City of Camdenton, Missouri within fourteen days after the public hearing; and

WHEREAS, the Board of Aldermen of the City of Camdenton, Missouri, does find and determine that said annexation is reasonable and necessary to the proper development of the City; and

WHEREAS, the City can furnish normal municipal services to said area within a reasonable time after annexation.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CAMDENTON, MISSOURI, AS FOLLOWS:

Section 1. Pursuant to the provision of Section RSMo 71.012, the following described real estate is hereby annexed into the City of Camdenton, Missouri, to wit:

(Legal Description is attached and made a part of this Ordinance)

Section 2. The boundaries of the City of Camdenton hereby are altered so as to encompass the above described tract of land lying adjacent and contiguous to the present corporate limits.

Section 3. As prescribed by Section 400.040 of the Camdenton City Code the zoning for the newly annexed property shall be as follows:

Property as legally described above is hereby zoned **C-2 – Highway Commercial District**

Section 4. The City Clerk of the City of Camdenton hereby is ordered to cause three (3) certified copies of this Ordinance to be filed with the Camden County Clerk

Section 5. All Ordinance or parts of Ordinances in conflict herewith are hereby repealed.

Section 6. This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Read the first time this 2 day of April, 2024.

Read the second time and passed and approved this 2 day of April, 2024.

John D. McNabb, Mayor

ATTEST:

Renée Kingston, MMC/MPCC
Assistant City Administrator/City Clerk

CAMDENTON, MISSOURI
SEAL
INCORPORATED 1931

DEED OF TRUST

WITH FUTURE ADVANCES AND FUTURE OBLIGATIONS

GOVERNED BY SECTION 443.055 RSMO

THE TOTAL PRINCIPAL AMOUNT OF ALL OBLIGATIONS SECURED IS $231,000.00

MAXIMUM LIEN. The total principal amount of obligations at any one time which is secured by this Deed of Trust, in addition to any interest and any amounts advanced by Lender for the protection of the security interests granted herein, is $231,000.00. This Deed of Trust, including any advances as described above, shall be governed by all provisions of Section 443.055 of the Revised Statutes of Missouri in effect as of the date of this Deed of Trust.

THIS DEED OF TRUST is dated December 28, 2023, among Andrew Naeger, whose address is 2163 Thunder Mountain Rd, Camdenton, MO 65020-2844 ("Grantor"); First Mid Bank & Trust, N.A., whose address is Osage Beach , 995 KK Drive, Osage Beach, MO 65065 ("Grantee", referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and SB Real Estate Services, LLC, whose address is 305 E. McCarty Street, Suite 300, Jefferson City, MO 65101 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor does hereby grant, bargain, sell, convey and confirm unto the Trustee for the benefit of Lender as Beneficiary the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); all proceeds (including insurance proceeds); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Camden County, State of Missouri:

A tract of land situated in and being a part of the Southwest Quarter of the Southwest Quarter of Section 14, Township 38 North, Range 17 West of Camden County, Missouri, and being more particularly described as follows:

Commencing at a stone marking the Southwest Corner of the Southeast Quarter, of the South-West Quarter of said Section 14; thence, North 2 degrees 17 minutes 41 seconds East along the Quarter Quarter Section line of said Section 14, 743.01 feet; thence leaving said Quarter, Quarter Section line, along the Northerly line of a tract of land described by deed in Book 799, Page 274 in the Records of Camden County, Missouri, on a curve to the left, 33.54 feet, with a radius of 1859.46 feet, and a chord bearing of North 45 degrees 58 minutes 49 seconds West, 33.54 feet to Centerline Station 84+76.25, 50 feet right, and the POINT OF BEGINNING; thence on a curve to the left, 384.64 feet, with a radius of 1859.46 feet, and a chord bearing of North 52 degrees 25 minutes 23 seconds West, 383.96 feet; thence South 31 degrees 57 minutes 00 seconds West, 34.60 feet to Centerline Station 999+00, Old Route 5, 85 feet and 50 feet right; thence on a curve to the left 1261.95 feet, with a radius of 1824.86 feet, and a chord bearing of North 68 degrees 15 minutes 56 seconds West, 628.18 feet to a set 1/2 inch rebar; thence leaving said Northerly line, South 8 degrees 54 minutes 10 seconds West along the Westerly line of said tract of land, 164.64 feet to a set 1/2 inch rebar; thence leaving said Easterly line, North 80 degrees 19 minutes 59 seconds West along the Northerly line of said tract of land, 323.82 feet to a set 1/2 inch rebar on the Easterly right of way of Thunder Mountain Road; thence leaving said Northerly

line, along said Easterly right of way, North 26 degrees 07 minutes 49 seconds East, 94.68 feet; thence North 30 degrees 57 minutes 45 seconds East, 157.28 feet to Center-line Station 9+40.92, 80.63 feet right; thence on a curve to the Left 230.67 feet, with a radius of 1441.41 feet, and a chord bearing of North 71 degrees 43 minutes 54 seconds East, 230.43 feet to a 1/2 inch rebar; thence leaving said Easterly right of way, South 67 degrees 32 minutes 33 seconds East, 543.27 feet to Centerline Station 79+00, 50 feet right; thence, South 46 degrees 15 minutes 57 seconds East, 574.83 feet to the POINT OF BEGINNING.

The Real Property or its address is commonly known as 3.7 acres more or less, Camden County, MO 65020. The Real Property tax identification number is 13-6.0-14.0-000.0-003-014.001.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

FUTURE ADVANCES. In addition to the Note, this Deed of Trust secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future obligations of Grantor to Lender and all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During