Rezoning Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: 067-22
Filing Fee: $550.00
Received: 10/28/22
Date Advertised: 11/23/22
Proj. No.: 22-005
Public Hearing Date: 12/12/22

Applicant: ANDERSON ENGINEERING INC Phone No.: 417.782.7399

Address: 811 E 3RD ST JOPLIN, MO 64801 Email: _____

Owner: SCHUBER MITCHELL HOMES Phone No.: 417.626.7000

Address: 1810 FOUNTAIN RD WEBB CITY, MO 64870 Email: _____

Location of Property: 26TH & OLIVER ST JOPLIN, MO

Present Use of Property: RESIDENTIAL/VACANT

Proposed Use of Property: RESIDENTIAL

Current Zoning: R1 Requested Zoning: R4

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	RESIDENTIAL	R1
South	RESIDENTIAL	R1
East	RESIDENTIAL	R4
West	RESIDENTIAL	R1

Character of the Neighborhood: SINGLE FAMILY HOMES, MULTI-FAMILY HOMES

Relationship to Existing Zoning Pattern:

Yes	No	
○	◉	Would proposed change create a small, isolated district unrelated to surrounding districts?
◉	○	Are there substantial reasons why the property cannot be used in accord with existing zoning?

If yes, explain: R4 ALLOWS FOR MORE VARIETY OF HOMES WITH SMALLER SETBACKS

Conformance with Comprehensive Plan:

Yes	No	
◉	○	Consistent with Development Policies?
◉	○	Consistent with Future Land Use Map?

Traffic Conditions:

Yes	No	
○	◉	Will turning movements caused by the proposed use create an undue traffic hazard?

Street(s) with Access to Property: OLIVER ST

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☑

Right-of-Way Width: 50 FT

Subdivision Platting:

Yes	No	
◉	○	Is platting required?
◉	○	Are lots appropriately sized?
◉	○	Is street right-of-way appropriately sized?

◉ ○ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

_____

Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
◉	○	Completed and signed application.
◉	○	One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
◉	○	One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
◉	○	Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned.

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: _____ **Date:** 10/27/2022

JOPLIN
MISSOURI

Rezoning Procedures

Applicability. The rezoning process provides review of changes to the boundary of zoning districts (map amendment) that may be necessary to implement the comprehensive plan, to account for changed conditions in the general area, or to reflect a change in public policies with respect to future development. Application for a rezoning may be initiated by the property owner, the City Council, or the Planning Commission.

Review Criteria. A rezoning shall be reviewed according to the following criteria:

1. The application is consistent with the comprehensive plan, and any official plan or program developed under the guidance of that plan.
2. The application supports the character of the neighborhood, considering the design of streets, civic spaces, and other open spaces; the scale, pattern, and format of buildings; the zoning of property and intent of other zoning districts in the vicinity; and the compatibility, transitions, and integration of existing and potential future uses.
3. The suitability of the subject property for the uses to which it has been restricted.
4. The application furthers the intent of the proposed zoning district and the general purposes of these regulations.
5. The application demonstrates compliance with all substantive standards and guidance of the proposed zoning district; or, where no proposed development application is associated with the application, there is a likelihood of development that complies with all substantive standards can be demonstrated.
6. The ability of the City or other government agencies to provide any services, facilities or programs that may be necessary if the application is approved.
7. The effect of approval on surrounding property, including the likelihood that surrounding areas may be developed in accordance with current zoning or future plans.
8. The recommendations of professional staff or other reviews associated with the application.

Review Procedures. In addition to the general requirements in Table 2-1 and Section 2.01, the following requirements are specific to zoning map amendment applications.

1. Applications may be accompanied by one of the following complementary applications: a Site Plan, a Special Use Permit, or a Concept Plan of a similar nature to that required in Section 2.04 for Planned Developments.
2. Applications may be accompanied by any plat that is necessary for the project.
3. The City Council may recommend the application be returned to Planning Commission for further study or additional information at its next regular meeting. Failure by the Planning Commission to consider or revise its recommendation shall be considered a resubmission of its original recommendation.
4. The Planning Commission may recommend, or City Council may approve a lessor change than was proposed in the notice, whether in extent of property or project area, or in the scale, intensity, or other substantive standards for proposed project and zoning change.

Effect of Decision. Rezoning shall be approved by the City Council in the form of an ordinance. Approved changes shall be indicated on the Official Zoning Map by the Director within 30 days following approval. Any application that includes a required site plans or other similar applications

(except Concept Plans), may proceed to building permits after the effective date of the ordinance and upon satisfying all other conditions of the approval. If the applicant fails to obtain a building permit within one year of the effective date of the ordinance approving the change, the Director may schedule a hearing to reconsider and revert the zoning to the previous classification, subject to all procedures and criteria of the original change.

ANDERSON ENGINEERING
EMPLOYEE OWNED

ae-inc.com
811 E. 3rd Street
Joplin, MO 64801
417-782-7399

October 28th, 2022

City of Joplin
Planning Commission
602 South Main Street
Joplin, Missouri 64801

RE: 2629 S Oliver Ave Rezone Application

To Whom it May Concern:

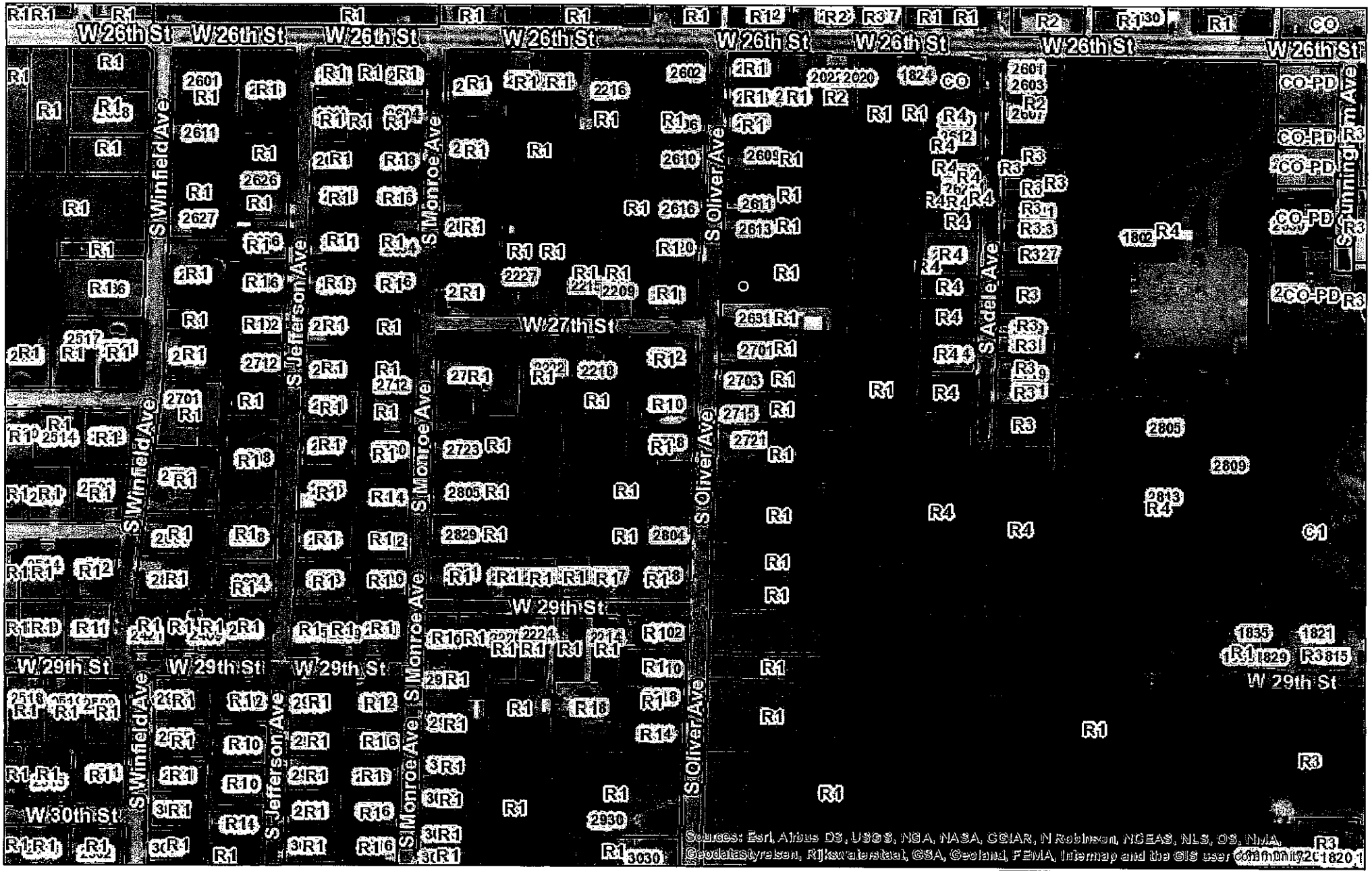
Schuber Mitchell Homes is seeking approval on a rezone request at 2629 S Oliver. They are requesting to rezone this, the property immediately East, and 2827 S Oliver to R4. Please refer to the attached application, exhibit, and legal descriptions for additional information.

Schuber Mitchell Homes is requesting the rezone to develop these properties to add more affordable single family home options. The impact of the proposed change should be good for the surrounding area as the requested change will allow the land to be developed to provide more variety of housing options for the Joplin community as well as create a good transition from the R1 residential zoning to the West and the R4 residential zoning to the East. The proposed zoning request should have negligible impacts to the existing traffic conditions and fire hazards, and provide two egresses on to Oliver St. This proposed zoning request will allow adequate housing to be developed in an area that has remained semi vacant since the tornado of 2011.

Should you require any additional information, please contact us.

Sincerely,

Katrina Smith, E.I.T.
Design Engineer



Date: 11/8/2022

1 " = 376 '

0 0.035 0.07 0.14 mi

N

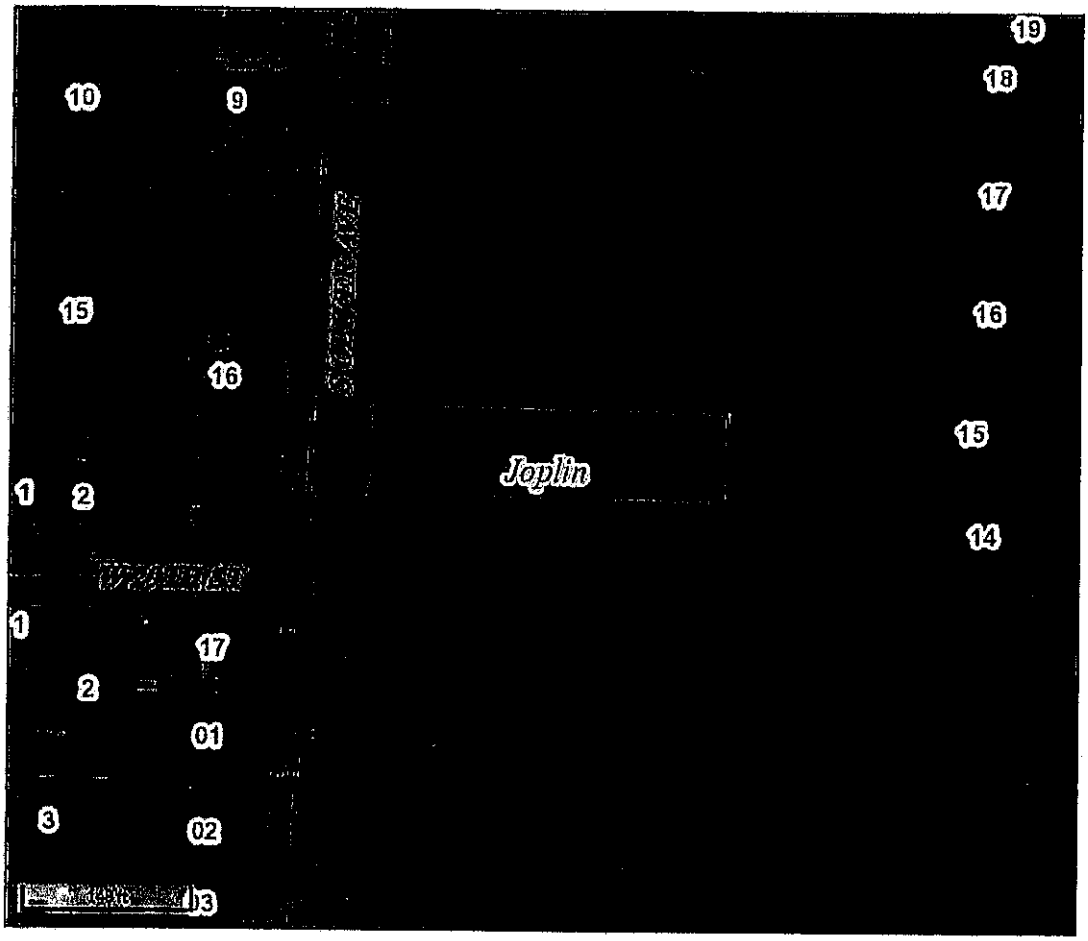
Zoning

C1	C1-PD	C2	C2-PD	C3	C3-PD	CO
CO-PD	M1	M1-PD	M2	M2-PD	R1	R1-PD
R2	R2-PD	R3	R3-PD	R4	R4-PD	

DISCLAIMER

This drawing is neither a legally recorded map or a survey and is not intended to be used as one. This map is compilation of records, information, and data located from the City of Joplin, Jasper and Newton Counties, and other State and Federal Offices, and other sources, affecting the area shown, and is to be used for reference purposes only. The City is not responsible for any inaccuracies herein.

Beacon™ Jasper County, MO



Overview



Legend

- County Boundary
- City Limit Boundaries
- Airport Drive
- Alba
- Asbury
- Avilla
- Brooklyn Heights
- Carl Junction
- Carterville
- Carthage
- Carytown
- Duenweg
- Duquesne
- Fidelity
- Jasper
- Joplin
- La Russell
- Neck City
- Oronogo
- Purcell
- Reeds
- Sarcoxie
- Waco
- Webb City
- Parcels
- Lots
- Local Roads

Parcel ID	19501640001067000	**Alternate ID**	35-017594-0000	**Owner Address**	BALDWIN RENTAL INVESTMENTS
Sec/Twp/Rng	16-27-33	**Class**	R		PO BOX 271
Property Address	2827 S OLIVER	**Acreage**	0.4808		JOPLIN, MO 64802
District	116				
Brief Tax Description	JOP MISC N1/2 TR W 295' S 142.68' LOT 11 (Note: Not to be used on legal documents)				

Any split parcels recorded after the middle of May will not display until the next tax year.

Date created: 8/25/2022

Web Copy

Recorded in Jasper County, Missouri
Recording Date/Time: 09/12/2022 at 01:35:30 PM
Book: 2656 Page: 454
Instr #: **2022015873**
Type: **WD**
Pages: **2**
Fee: **$27.00 S**

Electronically Recorded

Charlotte Pickering
Recorder of Deeds

LLC WARRANTY DEED

FILE NO.: G22-130536

THIS DEED, made and entered into September 9, 2022, by and between **Baldwin Rental Investments, LLC**, a Limited Liability Company organized and existing under the laws of the State of Missouri, Grantor, County of Jasper, State of Missouri, in consideration of Ten Dollars and other valuable consideration to it paid by **Schuber Mitchell Homes, LLC, a Missouri Limited Liability Company**, Grantee, of the County of Jasper, State of Missouri, whose mailing address is:

PO Box 365, Webb City, MO 64870

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

ALL OF THE NORTH HALF OF THAT TRACT OF LAND COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 27, RANGE 33; THENCE NORTH 89 DEGREES, 52 MINUTES EAST A DISTANCE OF 295 FEET; THENCE NORTH 1 DEGREE, 14 MINUTES EAST A DISTANCE OF 142.68 FEET; THENCE SOUTH 89 DEGREES, 52 MINUTES WEST A DISTANCE OF 295 FEET; THENCE SOUTH 1 DEGREE, 14 MINUTES WEST TO THE POINT OF BEGINNING, SUBJECT TO A POLE LINE RIGHT-OF-WAY TO EMPIRE DISTRICT, BEING A PART OF MISCELLANEOUS TRACT ELEVEN (11) IN SECTION 16, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

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

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said Grantee and unto its successors and assigns forever, the said Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the premises are free and clear of any encumbrances done or suffered by it or those under whom it claims; and that it will Warrant and Defend the title to the said premises unto Grantee, and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever, excepting however, the general taxes for the current calendar year, and thereafter, and special taxes becoming a lien after the date of this deed, and restrictions, easements and building set back lines of record, if any and zoning laws.

Charlotte Pickering, Recorder of Deeds

Web Copy

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed by its Member(s) on September 9, 2022.

Baldwin Rental Investments, LLC

BY: _____
Robert L. Baldwin
Manager

STATE OF MISSOURI

COUNTY OF JASPER

On 9th of September, 2022, before me appeared Robert L. Baldwin, to me personally known, who, being by me duly sworn, did say that they are the Manager of Baldwin Rental Investments, LLC and that the said instrument was signed on behalf of said Limited Liability Company by authority of its Members; and said person(s) acknowledged said instrument to be the free act and deed of said Limited Liability Company and that said Limited Liability Company has no seal.

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

_____
Tammy Garoutte, Notary Public

My Commission Expires: October 17, 2025

TAMMY GAROUTTE
Notary Public – Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires Oct. 17, 2025
Commission #13406288

Charlotte Pickering, Recorder of Deeds

Alliant National Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE

Transaction Identification Data for reference only:

Issuing Agent:	Great American Title Insurance Agency
Issuing Office:	2401 East 32nd Street, Suite 13, Joplin, MO 64804
Loan ID No.:	
Issuing Office File No.:	G22-130536
Property Address:	2827 South Oliver Avenue, Joplin, MO 64804
Revision No.:	1

SCHEDULE A

1. Commitment Date: **August 19, 2022 at 08:00 AM**
2. Policy to be issued:
   (a) ALTA Owners Policy (06/17/06)
   Proposed Insured: **Schuber Mitchell Homes, LLC**
   Proposed Policy Amount: **$26,500.00**
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date vested in:
   Baldwin Rental Investments, LLC
5. The Land is described as follows:
   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Countersigned:
Great American Title Insurance Agency
2401 East 32nd Street, Suite 13
Joplin, MO 64804
Phone: (417)626-7875 Fax: (417)626-7275

By Jana Cole

Authorized Signatory

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Alliant National Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Payment of all taxes, assessments and charges levied against subject premises, which are due and payable.

5. Due to conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

6. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records:

   Warranty Deed from Baldwin Rental Investments, LLC, to Schuber Mitchell Homes, LLC, a Missouri Limited Liability Company, and properly filed of record in Jasper County, Missouri.

7. The Company requires for its review satisfactory copy of the "Articles of Organization," the Operating Agreement and the regulations of **Schuber Mitchell Homes, LLC**, any amendment thereof, a certificate of good standing, and satisfactory evidence of authority of the officers, managers, or members to execute the documents. Furnish evidence that proper consents have been obtained, authorizing the LLC to enter into the transaction being insured.

   NOTE: Any instrument to be executed by a limited liability company must be executed in the limited liability company's name and signed by all the members if management has been retained by the members, or by such managers or other persons as provided in the operating agreement, if said document creates a lower approval threshold.

8. The Company requires for its review satisfactory copy of the "Articles of Organization," the Operating Agreement and the regulations of **Baldwin Rental Investments, LLC**, any amendment thereof, a certificate of good standing, and satisfactory evidence of authority of the officers, managers, or members to execute the documents. Furnish evidence that proper consents have been obtained, authorizing the LLC to enter into the transaction being insured.

   NOTE: Any instrument to be executed by a limited liability company must be executed in the limited liability company's name and signed by all the members if management has been retained by the members, or by such managers or other persons as provided in the operating agreement, if said document creates a lower approval threshold.

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SCHEDULE B, PART I
(Continued)

9. Section VI article 6.04 of the Jasper County Missouri environmental contamination ordinance states "no person shall sell, assign, give or otherwise transfer real property with a water well as defined herein without first conducting required testing for groundwater, and providing written results from a qualified testing lab to the department and to the buyer, assignee or the transferee".
In this regard we require the following:
a) A signed affidavit stating that the above mentioned testing has occurred and this company must be provided with a copy of the results of said test.
OR
b) A signed affidavit stating that the property setout herein is not on a well.

10. Pay city taxes and/or special assessments, if any.

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Alliant National Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

2. Rights or claims of parties in possession not shown by the public records.

3. Easements or claims of easements, not shown by the public records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

5. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

6. Taxes or special assessments which are not shown as existing liens by the public records.

7. City taxes and/or special assessments, if any.

8. Taxes for the year 2022 and subsequent years. Taxes for the year 2021 are marked paid.
The following information is provided for informational purposes only:
Parcel ID No: 19-5.0-16-040-001-067.000 Tax ID No: 35-17594-0 Base Tax amount: $128.87

9. The past or future consequences of any change in the boundary of the premises herein described and referred to as "Oliver Avenue".

10. Rights of the Public and others to use that portion of the premises in question, if any, lying within the roadway on the West side of subject property which is shown by the County Assessor's map.

11. INFORMATIONAL NOTE: The application for title insurance included a property address in lieu of a valid legal description. The company has examined title to the property which it believes was intended by the applicant. The legal description contained herein on this title insurance commitment will be considered approved, unless an alternative description is provided.

12. The following information is shown for informational purposes only:
A. Instrument(s) wherein present owner acquired title to subject property:

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SCHEDULE B, PART II
(Continued)

Type of instrument: Collector's Deed for Taxes
Grantor: Jasper County Collector
Grantee: Baldwin Rental Investments, LLC
Recording date: October 15, 2012
Book 2259, Page 2382

B. Other conveyances transferring title to subject property filed within the last 24 months: None

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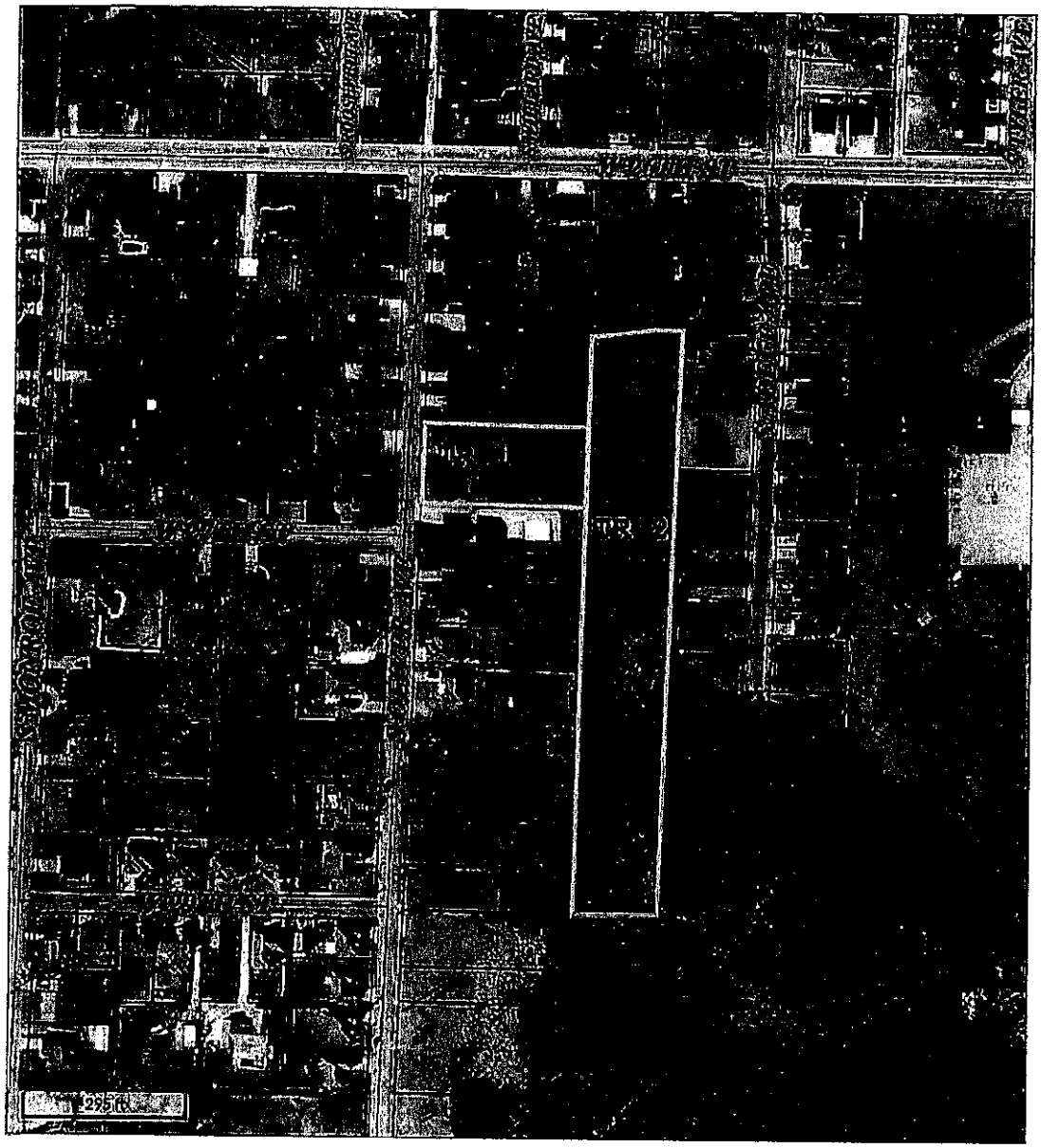
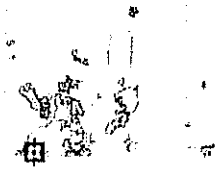
Beacon™ Jasper County, MO





Overview

Legend

- Parcels
- Local Roads

Any split parcels recorded after April 15th, 2020 will not display until tax year 2021.

Date created: 7/22/2021
Last Data Uploaded: 7/21/2021 6:46:27 PM

Developed by Schneider GEOSPATIAL

Alliant National Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE

Transaction Identification Data for reference only:

Issuing Agent:	Great American Title Insurance Agency
Issuing Office:	2401 East 32nd Street, Suite 13, Joplin, MO 64804
Loan ID No.:	
Issuing Office File No.:	G21-112137
Property Address:	2629 South Oliver Avenue, Joplin, MO 64804

SCHEDULE A

1. Commitment Date: **July 20, 2021 at 08:00 AM**
2. Policy to be issued:

   (a) ALTA Owners Policy (06/17/06)
   Proposed Insured: **Schuber Mitchell Homes, LLC**
   Proposed Policy Amount: **$140,000.00**

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date vested in:

   TRACT 1:
   Hugh S. Cable and Florence M. Cable

   TRACT 2:
   Hugh S. Cable and Florence M. Cable, husband and wife

5. The Land is described as follows:

   TRACT 1:
   COMMENCING AT THE NORTHWEST CORNER OF THE NORWEST QUARTER (NW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 16, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE EAST 25 FEET, THENCE SOUTH 1°14' WEST 468 FEET TO THE BEGINNING POINT, THENCE NORTH 89°59' EAST 295 FEET, THENCE SOUTH 1°14' WEST 142.67 FEET, THENCE SOUTH 89°59' WEST 295 FEET, THENCE NORTH 1°14' EAST 142.71 FEET TO THE POINT OF BEGINNING, BEING A PART OF MISCELLANEOUS TRACT NUMBERED ELEVEN (11) IN SECTION 16, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES.

   TRACT2:
   ALL OF THE FOLLOWING DESCRIBED TRACT OF LAND: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 16, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE EAST 320 FEET, THENCE SOUTH 1°14' WEST 297.65 FEET FOR A POINT OF BEGINNING, THENCE SOUTH 1°14' WEST 1026.27 FEET, THENCE NORTH 89°52' EAST 165.0 FEET, THENCE NORTH 1°14' EAST 1038.50 FEET, THENCE SOUTHWESTERLY 165.47 FEET TO THE POINT OF BEGINNING, BEING A PART OF MISCELLANEOUS TRACT NUMBERED ELEVEN (11) IN SECTION 16, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES.

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AMERICAN LAND TITLE ASSOCIATION

SCHEDULE A
(Continued)

Countersigned:
Great American Title Insurance Agency
2401 East 32nd Street, Suite 13
Joplin, MO 64804
Phone: (417)626-7875 Fax: (417)626-7275

By: Jami L Jones

Authorized Signatory

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Alliant National Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Payment of all taxes, assessments and charges levied against subject premises, which are due and payable.

5. Due to conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

6. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records:

   Warranty Deed from Hugh S. Cable and Florence M. Cable, husband and wife, to Schuber Mitchell Homes, LLC, a Missouri Limited Liability Company, and properly filed of record in Jasper County, Missouri.

7. 2020 Real Estate Taxes must be paid and this office furnished with a receipt. (BOTH TRACTS)

8. This company finds no open Deeds of Trust of record executed by the current owner of the Land. If you are aware of any existing loans executed by the current owner encumbering the Land, please notify this company immediately.

9. The Company requires for its review satisfactory copy of the "Articles of Organization," the Operating Agreement and the regulations of Schuber Mitchell Homes, LLC, any amendment thereof, a certificate of good standing, and satisfactory evidence of authority of the officers, managers, or members to execute the documents. Furnish evidence that proper consents have been obtained, authorizing the LLC to enter into the transaction being insured.

   NOTE: Any instrument to be executed by a limited liability company must:

   Be executed in the limited liability company's name and

   Be signed by all the members if management has been retained by the members, or by such managers or other persons as provided in the operating agreement, if said document creates a lower approval threshold.

10. Section VI article 6.04 of the Jasper County Missouri environmental contamination ordinance states "no

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AMERICAN LAND TITLE ASSOCIATION

person shall sell, assign, give or otherwise transfer real property with a water well as defined herein without first conducting required testing for groundwater, and providing written results from a qualified testing lab to the department and to the buyer, assignee or the transferee".
In this regard we require the following:
a) A signed affidavit stating that the above mentioned testing has occurred and this company must be provided with a copy of the results of said test.
OR
b) A signed affidavit stating that the property setout herein is not on a well.

11. A Request has been sent to The City of Joplin for City Code Information. Upon Receipt of Same, we reserve the right to make additional requirements and/or exceptions.

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AMERICAN LAND TITLE ASSOCIATION

Alliant National Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

2. Rights or claims of parties in possession not shown by the public records.

3. Easements or claims of easements, not shown by the public records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

5. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

6. Taxes or special assessments which are not shown as existing liens by the public records.

7. City taxes and/or special assessments, if any.

8. Taxes for the year 2020 and subsequent years. Taxes for the year 2019 are marked paid.
The following information is provided for informational purposes only:
TRACT 1:
Parcel ID No: 19-5.0-16-040-001-060.000 Tax ID No: 35-017617-0000
Base Tax amount: $264.79 DELINQUENT
TRACT 2:
Parcel ID No: 19-5.0-16-040-001-062.000 Tax ID No: 35-017588-0000
Base Tax amount: $159.73 DELINQUENT

9. The past or future consequences of any change in the boundary of the premises herein described and referred to as Oliver Avenue. (TRACT 1)

10. Access to and from the premises in question is afforded over the property on the West by virtue of common ownership. (TRACT 2)

11. Sewer Easement granted to the City of Joplin recorded April 28, 1959 in Book 907 at Page 388, Recorder's Office, Jasper County, Missouri. (TRACT 2)

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SCHEDULE B, PART II
(Continued)

12. Sewer Easement granted to the City of Joplin recorded May 25, 1959 in Book 907 at Page 597, Recorder's Office, Jasper County, Missouri. (TRACT 2)

13. Easement recorded April 6, 1979 in Book 1222 at Page 866, Recorder's Office, Jasper County, Missouri. (TRACT 2)

14. INFORMATIONAL NOTE: The application for title insurance included a property address in lieu of a valid legal description. The company has examined title to the property which it believes was intended by the applicant. The legal description contained herein on this title insurance commitment will be considered approved, unless an alternative description is provided.

15. The following information is shown for informational purposes only:
    A. Instrument wherein present owner acquired title to TRACT 1 of subject property:
    Type of instrument: General Warranty Deed
    Grantor: Frank N. Manola, a single person
    Grantee: Hugh S. Cable and Florence M. Cable
    Recording date: April 5, 1983
    Book 1263, Page 56
    B. Instrument wherein present owner acquired title to TRACT 2 of subject property:
    Type of instrument: Trustee's Deed
    Grantor: Brenda C. Nelson, Successor Trustee of the William G. Davis and Vanita C. Davis Revocable Trust dated June 14, 1993, with First Amendment dated July 29, 2002
    Grantee: Hugh S. Cable and Florence M. Cable, husband and wife
    Recording date: September 5, 2006
    Book 2007, Page 1767

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AMERICAN LAND TITLE ASSOCIATION

GREAT AMERICAN
TITLE INSURANCE AGENCY

"Your trusted partner for success."

Corporate Office 506 West Battlefield Springfield, Missouri 65807
Phone 417.823.0800 **Toll-free** 1.888.455.6988 **Fax** 417.823.0810
www.gatozarks.com

PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Great American Title Insurance Agency.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates, or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

We reserve the right to change this policy by notifying you that This Privacy Statement may be amended from time to time to maintain adherence to current privacy laws and company practices.

ALLIANT NATIONAL
TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE
Issued By: ***Alliant National Title Insurance Company***

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Alliant National Title Insurance Company, a Colorado company (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 120 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

ALTA Commitment for Title Insurance
(Adopted 06-17-06, Revised 08-01-2016)
with Missouri modification
ANTIC #1367

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(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.

(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I—Requirements; and
   (f) Schedule B, Part II—Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
   (i) comply with the Schedule B, Part I—Requirements;
   (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
   (iii) acquire the Title or create the Mortgage covered by this Commitment.

(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

ALTA Commitment for Title Insurance
(Adopted 06-17-06, Revised 08-01-2016)
with Missouri modification
ANTIC #1367

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(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration. ***This paragraph does not apply to property located in Missouri.***

Countersigned:
Great American Title Insurance Agency
2401 East 32nd Street, Suite 13
Joplin, MO 64804
Phone: (417)626-7875 Fax: (417)626-7275

By Jami L Jones

Authorized Signatory

ALLIANT NATIONAL TITLE INSURANCE COMPANY



By _____ President

Attest: _____ Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN LAND TITLE ASSOCIATION

ALLIANT NATIONAL
TITLE INSURANCE COMPANY

PRIVACY POLICY NOTICE

ISSUED BY: ***ALLIANT NATIONAL TITLE INSURANCE COMPANY***

Purpose of Notice:

Alliant National Title Insurance Company respects the privacy of our customers' personal information, so we want you to know the ways in which we may collect and use non-public personal information ("personal information"). Our practices and policies are set out in this notice.

Types of Information We May Collect:

In the course of our business, the types of personal information that we may collect about you include:

- Information we receive from you or your authorized representative on applications and forms, and in other communications to us;
- Information about your transactions with us, our affiliated companies, or others;
- Information from consumer or other reporting agencies.

Use and Disclosure of Information:

We use your information to provide the product or service you or your authorized agent have requested of us.

We may disclose information to our affiliated companies and unrelated companies as necessary to service your transaction, to protect against fraudulent or criminal activities, when required to do so by law, and as otherwise permitted by law.

We do not share any personal information we collect from you with unrelated companies for their own use.

Protection of Your Personal Information:

We restrict access to personal information about you to those employees who need to know that information in order to provide products and services to you or for other legitimate business purposes. We maintain physical, electronic and procedural safeguards to protect your personal information from unauthorized access or intrusion.

Changes:

This notice may be revised in accordance with applicable privacy laws.

SCHEDULE B, PART II
(Continued)

EXHIBIT "A"

ALL OF THE NORTH HALF OF THAT TRACT OF LAND COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 27, RANGE 33; THENCE NORTH 89 DEGREES, 52 MINUTES EAST A DISTANCE OF 295 FEET; THENCE NORTH 1 DEGREE, 14 MINUTES EAST A DISTANCE OF 142.68 FEET; THENCE SOUTH 89 DEGREES, 52 MINUTES WEST A DISTANCE OF 295 FEET; THENCE SOUTH 1 DEGREE, 14 MINUTES WEST TO THE POINT OF BEGINNING, SUBJECT TO A POLE LINE RIGHT-OF-WAY TO EMPIRE DISTRICT, BEING A PART OF MISCELLANEOUS TRACT ELEVEN (11) IN SECTION 16, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

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Recorded in Jasper County, Missouri
Recording Date/Time: 07/29/2021 at 11:24:09 AM
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Instr #: 2021013403
Type: WD
Pages: 2
Fee: $27.00 S

Electronically Recorded

SEAL

Charlotte Pickering
Recorder of Deeds

GENERAL WARRANTY DEED

File No.: G21-112137

THIS DEED made and entered into July 27, 2021 by and between **Hugh S. Cable and Florence M. Cable, husband and wife**, Grantor, of the County of Jasper, State of Missouri, and **Schuber Mitchell Homes, LLC, a Missouri Limited Liability Company**, Grantee, of the County of Jasper, State of Missouri, whose mailing address is:
Po Box 308 Webb City mo 64870

For and in consideration of the sum of Ten Dollars and other valuable considerations paid by the said Grantee, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said Grantee, the following described Real Estate, situated in the County of Jasper, State of Missouri, to wit:

TRACT 1:
COMMENCING AT THE NORTHWEST CORNER OF THE NORWEST QUARTER (NW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 16, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE EAST 25 FEET, THENCE SOUTH 1°14' WEST 468 FEET TO THE BEGINNING POINT, THENCE NORTH 89°59' EAST 295 FEET, THENCE SOUTH 1°14' WEST 142.67 FEET, THENCE SOUTH 89°59' WEST 295 FEET, THENCE NORTH 1°14' EAST 142.71 FEET TO THE POINT OF BEGINNING, BEING A PART OF MISCELLANEOUS TRACT NUMBERED ELEVEN (11) IN SECTION 16, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES.

TRACT2:
ALL OF THE FOLLOWING DESCRIBED TRACT OF LAND: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 16, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE EAST 320 FEET, THENCE SOUTH 1°14' WEST 297.65 FEET FOR A POINT OF BEGINNING, THENCE SOUTH 1°14' WEST 1026.27 FEET, THENCE NORTH 89°52' EAST 165.0 FEET, THENCE NORTH 1°14' EAST 1038.50 FEET, THENCE SOUTHWESTERLY 165.47 FEET TO THE POINT OF BEGINNING, BEING A PART OF MISCELLANEOUS TRACT NUMBERED ELEVEN (11) IN SECTION 16, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES.

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

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

Charlotte Pickering, Recorder of Deeds

Web Copy

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

IN WITNESS WHEREOF, the said Grantor has/have hereunto set their hand(s) the day and year first above written.

Hugh S. Cable

Florence M. Cable

STATE OF MISSOURI

COUNTY OF JASPER

On July 27, 2021, before me, personally appeared Hugh S. Cable and Florence M. Cable, husband and wife, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

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

~~Lori Raymond,~~ Notary Public

My Commission Expires: ~~September 18, 2021~~ 3/25/22 Leslie Weston

LESLIE WESTON
Notary Public – Notary Seal
STATE OF MISSOURI
Christian County
My Commission Expires Mar. 25, 2022
Commission #14383321

Charlotte Pickering, Recorder of Deeds

Proposed Oliver Avenue Modern Bungalows
Traffic Impact Assessment

Jasper County, Missouri

Prepared for:

Schuber Mitchell Homes

February 6, 2023

Prepared by:

Anderson Engineering, Inc.

1745 S Garrison Ave.
Carthage, MO 64836
417-358-9551

Table of Contents

1.0 INTRODUCTION **3**

1.1 Project Purpose 3

1.2 Study Objectives 3

2.0 EXISTING CONDITIONS **3**

2.1 Transportation Network Study Area 3

2.1.1 – Existing Oliver Avenue 3

2.2.2 – Entrance 1 3

2.1.3 – Entrance 2 3

2.2 Existing Roadway Summary 3

3.0 PROPOSED TRAFFIC ANALYSIS **4**

3.1 Proposed Trip Generation 4

3.2 Turn Lane Warrant Analysis 4

4.0 SUMMARY **6**

4.1 Sight Distance at Proposed Entrances 6

4.2 Traffic Calming 6

4.3 Summary 6

LIST OF EXHIBITS

Exhibit I. Projected Traffic Assignments

1.0 INTRODUCTION

1.1 Project Purpose

The Oliver Avenue Modern Bungalows development has been proposed for an existing parcel in Jasper County, Missouri. The proposed development is located on the east side of Oliver Avenue and south of the 26th Street and Oliver Avenue intersection. The development is anticipated to have two entrances (Entrance 1 and Entrance 2) and is under the City of Joplin's jurisdiction.

1.2 Study Objectives

The objective of this report is to evaluate the development access points and traffic impacts on the local public roadway network. This report identifies possible traffic related concerns that could arise due to the proposed development and any needed improvements based on existing data. Traffic generated to and from the development was estimated based upon data provided in "Trip Generation, 11th Edition" an informative report published by the Institute of Transportation Engineers (2021).

2.0 EXISTING CONDITIONS

2.1 Transportation Network Study Area

2.1.1 – Existing Oliver Avenue

Oliver Avenue is a north-south city street two-lane roadway with lane widths of 12 feet. Traffic counts performed by the Missouri Department of Transportation (MoDOT) indicate that Oliver Avenue has approximately 375 vehicles per day and 56 vehicles in the PM peak hour. Oliver Avenue is under the City of Joplin's jurisdiction and is currently posted with a 35 miles per hour (mph) speed limit near the development.

2.2.2 – Entrance 1

Entrance 1 will provide full access onto Oliver Avenue for the proposed development and will provide full ingress and egress to all future development traffic. Traffic is analyzed for the worst-case scenario based on the peak hour condition. Due to the nature of the traffic in the study area and projected land uses, the PM peak hour was determined to be the most applicable period of analysis.

2.1.3 – Entrance 2

Entrance 2 will provide full access onto Oliver Avenue for the proposed development and will provide full ingress and egress to all future development traffic. Traffic is analyzed for the worst-case scenario based on the peak hour condition. Due to the nature of the traffic in the study area and projected land uses, the PM peak hour was determined to be the most applicable period of analysis.

2.2 Existing Roadway Summary

Existing Roadway Traffic

Route	Segment Location	MPH	Direction	AADT	Peak Hour Time	Peak Hour Count
Oliver Avenue	South of 26th St.	35	Northbound	211	5:00-6:00	34
			Southbound	164	5:00-6:00	22

3.0 PROPOSED TRAFFIC ANALYSIS

3.1 Proposed Trip Generation

Average Daily and PM Peak Hour Trip Generation

ITE Description	ITE Code	Units	Size	24-Hour Weekday	PM Peak Hr.	PM In	PM Out
Single Family Detached Homes	210	DU	40	383	40	25	15

3.2 Turn Lane Warrant Analysis

Single Family Detached Homes
Oliver Avenue
Right Turn Lane Warrant
(Northbound Traffic)

20 Year Right Turn Lane Warrant

	PM Peak
Right Turn Volume	6
Advancing Volume	57
Operating Speed	35
% Right Turns	11.0%
Right Turn Lane Warranted	NO

10 Year Right Turn Lane Warrant

	PM Peak
Right Turn Volume	6
Advancing Volume	48
Operating Speed	35
% Right Turns	13.1%
Right Turn Lane Warranted	NO

Existing Right Turn Lane Warrant

	PM Peak
Right Turn Volume	6
Advancing Volume	40
Operating Speed	35
% Right Turns	15.5%
Right Turn Lane Warranted	NO

Single Family Detached Homes

Oliver Avenue

Left Turn Lane Warrant
(Southbound Traffic)

20 Year Left Turn Lane Warrant

	PM Peak
Opposing Volume	57
Advancing Volume	39
Operating Speed	35
% Left Turns	16.0%
Left Turn Warranted	NO

10 Year Left Turn Lane Warrant

	PM Peak
Opposing Volume	48
Advancing Volume	33
Operating Speed	35
% Left Turns	18.9%
Left Turn Warranted	NO

Existing Left Turn Lane Warrant

	PM Peak
Opposing Volume	40
Advancing Volume	28
Operating Speed	35
% Left Turns	22.1%
Left Turn Warranted	NO

4.0 SUMMARY

4.1 Sight Distance at Proposed Entrances

Sight distance is a critical consideration when planning any future development or site enhancements such as berms, fencing, or landscaping. At all entrances any improvements higher than 3.5 feet above the elevation of the nearest pavement edge are to be held back at least 20 feet from the traveled roadway in order to not obstruct the view of entering and exiting traffic.

4.2 Traffic Calming

Based on local feedback, there have been multiple reports of excessive speed for traffic along Oliver Avenue. The City should continue to monitor Oliver Avenue traffic speeds and adopt appropriate traffic calming measures as needed. Traffic calming measures such as bulb outs, speed tables, or addition of stop signs could be utilized to address high speeds along Oliver Avenue.

4.3 Summary

Left and right turn lane analysis was performed in accordance with MoDOT guidance for two-lane roadways. Entrance 1 and Entrance 2 do not warrant dedicated turn lanes on Oliver Avenue based on existing and proposed traffic volumes. Based on existing and proposed traffic volumes Oliver Avenue should remain free flow. Entrance 1 and Entrance 2 should be constructed in accordance with City of Joplin standards. The left and right turn lane results are indicated in the charts below.

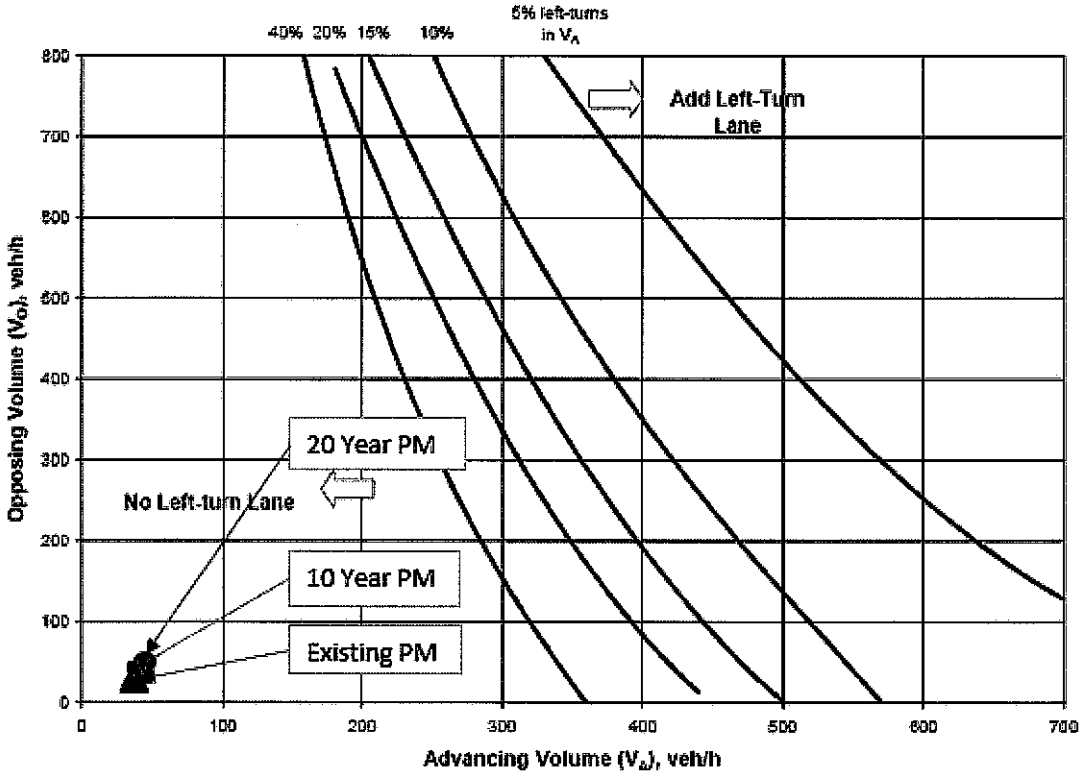


Figure 940.9.1, Left Turn Lane Guidelines for Two-Lane Road less than or equal to 40 mph

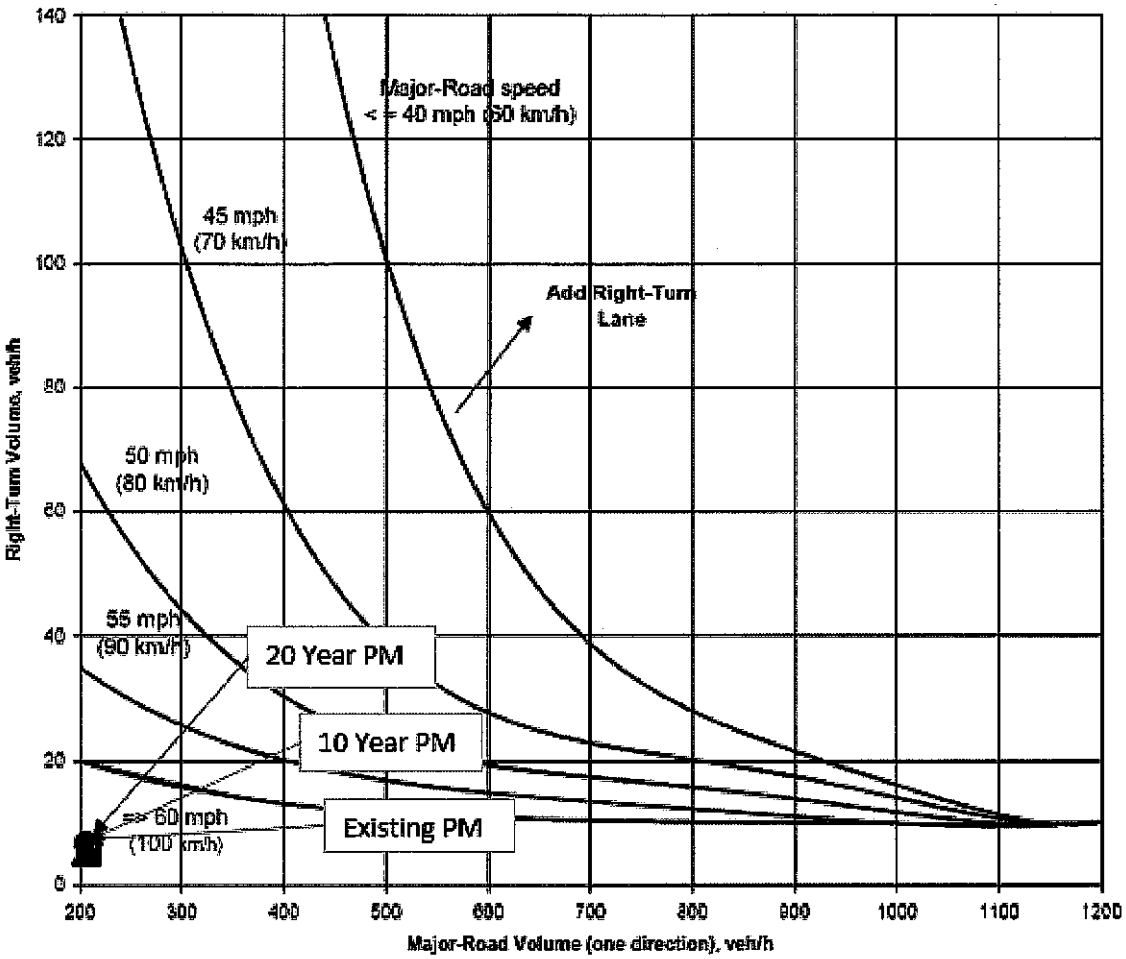


Figure 940.9.8 Right Turn Lane Guidelines for Two-Lane Roadways

PROJECTED TRAFFIC ASSIGNMENT

OLIVER AVENUE MODERN BUNGALOWS

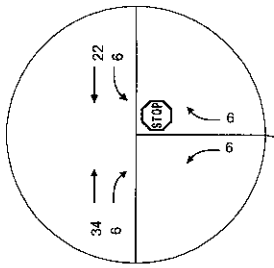
LEGEND

PM PEAK

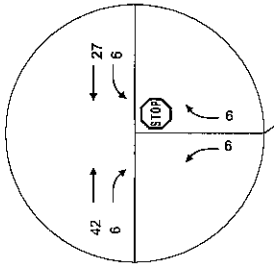
STOP SIGN CONTROL

TURNING MOVEMENT

EXISTING PM



10 YEAR PM



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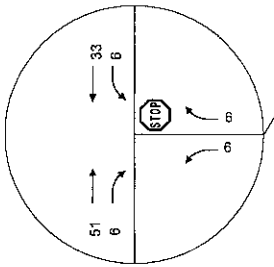
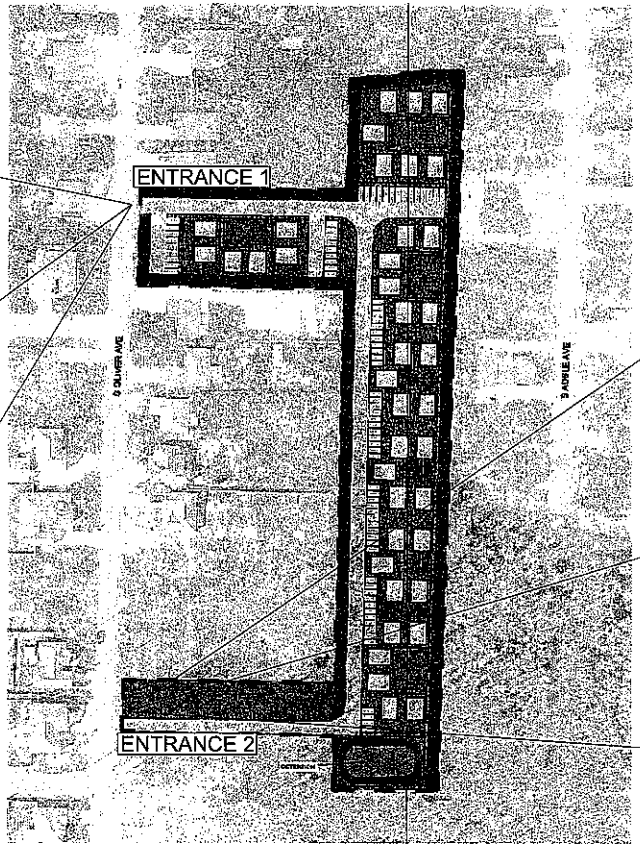
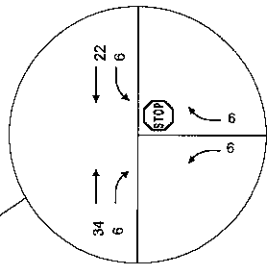




EXISTING PM



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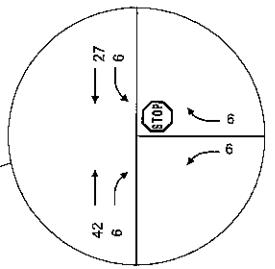

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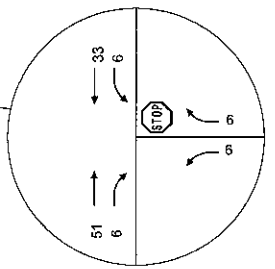


ANDERSON ENGINEERING
EMPLOYEE OWNED

SHEET NUMBER

OWNER:

SCHUBER MITCHELL HOMES
1810 FOUNTAIN ROAD
WEBB CITY, MO 64870

ENGINEER:

ANDERSON ENGINEERING, INC.
811 E. THIRD STREET
JOPLIN, MO 64801
P: (417) 782-7389

LOT BREAKDOWN

MODERN BUNGALOW: 25' WIDE BY 33' DEEP (MIN) R4 ZONING

SUBDIVISION

FRONT SETBACK:	20'
REAR SETBACK:	20'
SIDE SETBACK:	6'
SIDE STREET:	8'
UTILITY EASEMENT:	20'
PARKING SPACES:	80
ROAD WIDTH:	24'

COURTYARD STYLE ALLOWS UP TO 30% DECREASE IN LOT SIZE

LOT TOTALS

MODERN BUNGALOW:	40 LOTS (100%)
TOTAL:	40 LOTS
TOTAL ACRES:	5.23 ACRES
LOTS PER ACRE:	7.65 LOTS/ACRE
GREENSPACE:	2.81 ACRES (54%)

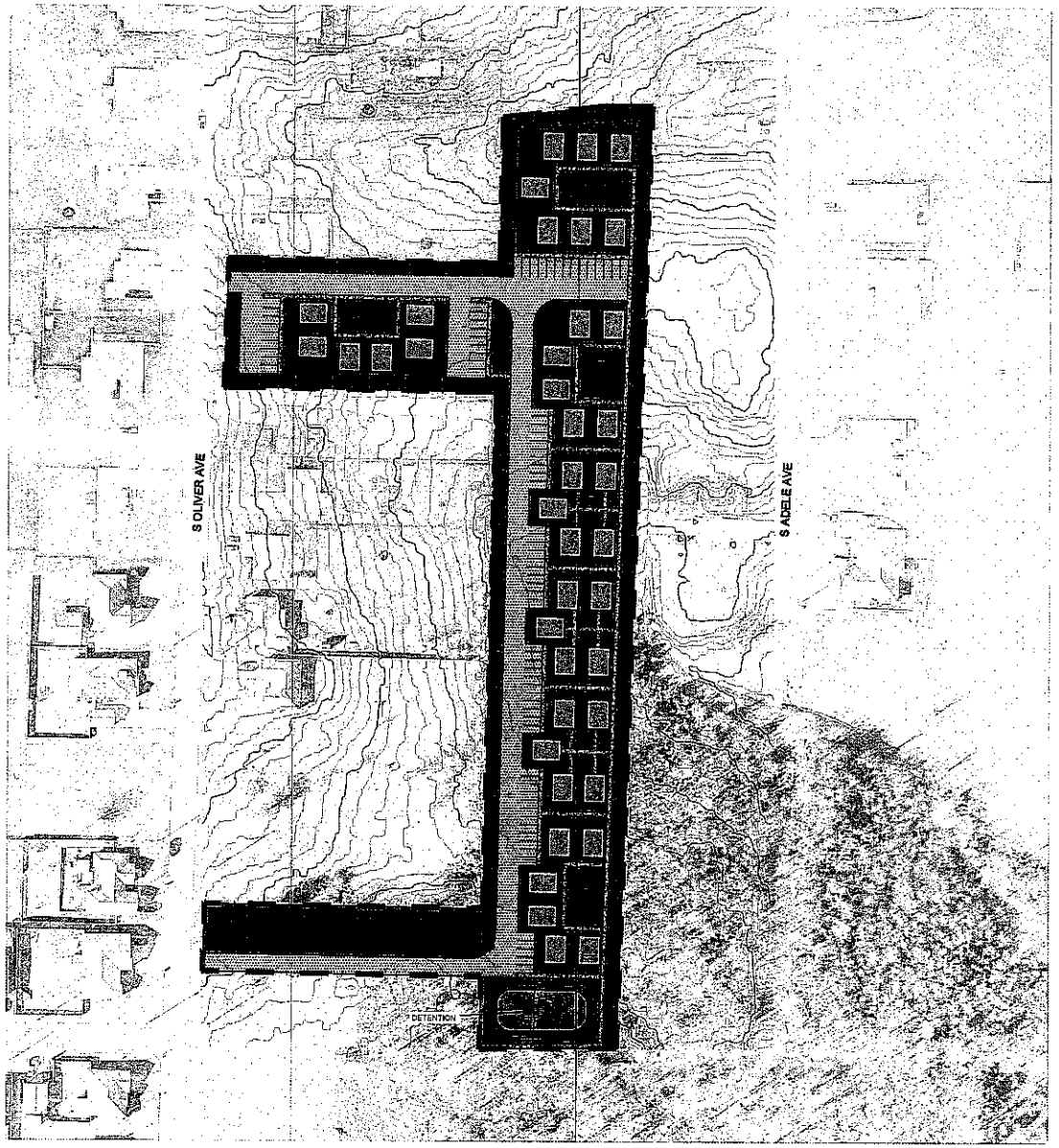
GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

LEGEND

MODERN BUNGALOW
PROPERTY LINE
PROP. LOT LINE
ARMY CORP DITCH
EX. TELEPHONE LINE
EX. GAS LINE
EX. WATER LINE
EX. ELECTRIC LINE
EX. UG ELECTRIC
EX. SEWER

GRID



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				LICENSE NO.	
				DATE:	09/16/2023
				FIELD BOOK:	
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SCHUBER MITCHELL HOMES

CONCEPT 5

JOPLIN, JASPER COUNTY, MISSOURI

DWG NUMBER
JOP-100-6813

SHEET NUMBER
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