



Richard Walters
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rwalters@spencerfane.com

March 3, 2025

VIA FEDEX & EMAIL (stacy.reese@modot.mo.gov)

Missouri Department of Transportation
Attn: Stacy Reese, District Engineer
P.O. Box 868
Springfield, MO 65801

Re: Proposed Access Point to U.S. Route 60

Dear Ms. Reese:

This Firm represents JDHQ Land Holding LLC, together with its affiliates, Highland Springs LLC and Vintage Pointe LLC (such three entities, collectively, "**Atrium**"), with respect to their holdings at Highland Springs, in Greene County, Missouri. Such holdings include the many remaining unsold residential lots in the Highland Springs Community Association ("**HSCA**") and the Highland Springs Country Club (the "**Country Club**"). All of which constitute a significant portion of the Highland Springs development (the "**Highland Springs Development**").

It has come to Atrium's attention that the Missouri Department of Transportation ("**MODOT**") is proposing modifications to U.S. Route 60 (the "**Highway**") which would involve, among other things, the removal of the existing direct access between the Highway and the entrance to the Highland Springs Development at S. Highland Springs Blvd. (the "**Existing Access Point**") and its replacement with a new access point approximately two (2) miles to the east at or about State Highway J and State Highway NN (the "**Proposed Access Point**"). The purpose of this letter is to advise MODOT that Atrium has a real property interest in the Existing Access Point and that the removal of the Existing Access Point will result in the need for MODOT to pay substantial takings damages to Atrium and, likely, other property owners in the Highland Springs Development.

MODOT should account for these takings costs in its project planning.

Atrium's rights include its interest in that certain Agreement dated on or about January 18, 1988, and recorded March 4, 1988 with the office of the Greene County Recorder of Deeds at Book 2004 Page 661 (the "**Direct Access Agreement**"), whereby the State of Missouri (the "**State**"), acting through the Missouri Highway and Transportation Commission (the "**Commission**"), granted and conveyed to John Q. Hammons, the then developer of the Highland Springs Development ("**Hammons**"), his legal heirs, agents, successors in interest and assigns, the right of direct access between the Highway and the Highland Springs Development via the Existing Access Point (including median crossover). A copy of the Direct Access Agreement is enclosed with this letter.



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Hammons provided valuable consideration for the Direct Access Agreement. This included, as required by the Direct Access Agreement, designing the entrance to the Highland Springs Development to accommodate “*an interchange configuration should the Commission elect to make such improvement in the future.*” In addition and at the request of the Commission, Hammons terminated a public access point (known as Black Rock Road) in consideration of the Existing Access Point. Nothing in the Direct Access Agreement provided the Commission the right to remove such access. The rights granted under the Direct Access Agreement have been, and continue to be, relied upon by Hammons and his successors in the development, operation and sale of properties of the Highland Springs Development.

Atrium has succeeded to Hammons rights as the developer of the Highland Springs Development, including Hammons’ rights as declarant and developer under the Declaration for the Highland Springs Community Association, and as the successor owner of the unsold parcels in the Highland Springs Development and as the successor owner and operator of the Country Club. These include Hammons’ rights as developer under the Direct Access Agreement. Removal of the Existing Access Point would constitute a taking of Atrium’s real property interests in the Existing Access Point and the Direct Access Agreement. This would result in MODOT being liable to Atrium for millions of dollars in damages related to Atrium’s interests in the Highland Springs Development.

The Direct Access Agreement remains an enforceable agreement between Atrium (as successor in interest to Hammons) and the Commission. The proposed removal of the Existing Access Point is in direct violation of the Direct Access Agreement and could give right to a substantial damage claim in favor of Atrium.

Neither Atrium nor this Firm speak for or represent the residential property owners or other commercial property owners of the Highland Springs Development (the “***Other Highland Springs Property Owners***”), who will likely also suffer substantial impacts to property values as a result of such taking and violation of the Direct Access Agreement.

Given the proposed takings and violation of the Direct Access Agreement, and the substantial damages that would result to Atrium and the Other Highland Springs Property Owners as a result thereof, Atrium feels that it is in the best interests of all that MODOT pursue alternative designs that maintain the Highland Springs Development’s direct access to the Highway. Atrium is prepared to engage with MODOT in this effort and understands that other adjacent property owners have expressed similar interest as well.

Nothing set forth herein, nor any discussions, negotiations, or other actions that Atrium has taken, may take, or may decline to take, is intended, nor shall be deemed, to modify, limit, release, reduce or waive any of Atrium’s rights, remedies, and/or privileges with respect to the Existing Access Point and the Direct Access Agreement, or at law or in equity. This letter is not intended to and shall not be construed as an election of remedies by Atrium, or as a waiver of any default or breach under the Agreement (identified or unidentified) now or hereafter existing. All of Atrium’s rights, remedies, and/or privileges with respect to the Existing Access Point and the Direct Access Agreement, whether at law or in equity, are hereby expressly and fully reserved.

We look forward to discussing this matter with you further.



SpencerFane®

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Sincerely,

A handwritten signature in blue ink, appearing to read "R. Walters", written in a cursive style.

Richard Walters

2600

Highland Springs Development
Route 60, Greene County

AGREEMENT

THIS AGREEMENT, made and entered into by and between the State of Missouri acting through the Missouri Highway and Transportation Commission, hereinafter referred to as "Commission", and Mr. John Q. Hammons, hereinafter referred to as "Developer";

WITNESSETH:

Whereas, the Commission owns and operates as part of the state highway system, Route 60 in and through Greene County and,

Whereas, the Developer is desirous of performing certain tasks related to the construction of a median crossover, right-turn lanes, left-turn lanes, and entrance to be located at Station 264+70 on Route 60 in Greene County, and;

In consideration of the mutual conveyance contained herein to be faithfully kept and performed by the parties hereto, there legal heirs, agents, and successors in interest and assigns, it is agreed as follows:

1. Developer represents that it is the owner of a certain property located in Greene County, State of Missouri, in Section 22, Township 28 North, Range 21 West.

2. By a certain instrument recorded in Book 1340, Page 615, in the Office of the Recorder of Deeds of Greene County, all access between said land owned by Developer and State Highway 60 was restricted and limited. There was reserved the right of direct access to Route 60 over a 20' entrance centered at the southerly right-of-way line, opposite center line Station 269+45.

STATE OF MISSOURI
RECORDER OF DEEDS
MAR 4 9 48 AM '88
RUSSELL H. KELLER
RECORDER

005198

Mo Highway Dept
MPO Box 868

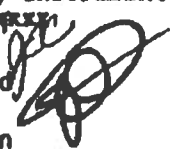
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3. Developer hereby releases and conveys to Commission, all rights of direct access over said 20' entrance centered opposite Route A, center line Station 269+45.

4. Commission hereby grants and conveys to Developer the right of direct access for an entrance to Route 60 to be located on the Right (South) right-of-way line between Station 263+99 and Station 265+10. Said entrance to be in lieu of the entrance reserved in said instrument recorded in Book 1340, Page 615.

5. The proposed improvement on Commission right-of-way shall include the construction of a median crossover, a left-turn lane for westbound Route 60 and a right-turn lane for eastbound Route 60 into the proposed development.

6. Developer agrees that the existing access, now known as Black Hawk Road, located Right (South) of center line Station 254+20 of Route 60, will ultimately be removed and Black Hawk Road will be connected to the proposed entrance to be constructed by Developer, located Right (South) of center line Station 264+70. Developer agrees to complete the proposed Black Hawk Road connection within a period of seven years after the date of the execution of this agreement or the development of any commercial business with access to the existing Black Hawk Road, whichever occurs first. To ensure completion of the Black Hawk Road connection and the removal of the existing Black Hawk Road access, Developer shall provide to Commission, an ^{an escrow agreement, a surety bond or other appropriate security instrument} irrevocable letter of credit/ in the amount of Sixty-Two Thousand Dollars and No Cents (\$62,000.00). The Commission may use ^{proceeds from the security instrument} ~~the irrevocable letter of credit~~ ^{in the event the Developer fails to complete the Black Hawk Road connection and remove the existing Black Hawk Road access within the herein seven years. Any use of this letter of credit will be for the proposed Black Hawk Road connection.}



7. All costs associated with the construction of the proposed improvements, including but not limited to, design, construction, signing and traffic control during construction, will be borne entirely by Developer with no cost to be incurred by Commission.

8. The Developer shall prepare detailed plans of the proposed improvements and submit these plans to Commission's District Engineer for approval.

9. All signs and traffic control devices to be installed in connection with the proposed improvements, both temporary and permanent, shall be in accordance with the Manual on Uniform Traffic Control Devices.

10. Developer shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements or public right-of-way, if the construction of the herein contemplated improvements so require.

11. All improvements made within the state-owned right-of-way shall become Commission's property and all future alterations, modifications, or maintenance thereof will be the responsibility of the Commission.

12. The developer agrees to design the proposed development in such a manner as to accommodate an interchange configuration, should the Commission elect to make such an improvement in the future.*

13. Developer shall indemnify and save harmless the Commission from damages or claims for damages arising from or as a result of the actions or omissions, whether negligent or not, of the Developer or his agents or employees in connection with the construction of the herein contemplated improvement. It is the intent of the parties hereto that the Commission is to assume no liability for the construction of the herein contemplated improvements. If the Commission should expend any funds, except as

*It is understood by the parties that the Master Plan as currently formulated satisfies this requirement. It is further understood that this agreement cannot be construed to constitute dedication nor to prevent use of the subject property for purposes contemplated by the Master Plan such as roadways, parking, office purposes related to the project such as sales, reception, administration, security, landscaping, signage, aesthetic features, project identification, gatehouses, etc.

otherwise provided herein, in connection with the construction of the herein contemplated improvements, the Developer shall reimburse Commission for same.

14. Before beginning work, the Developer shall secure from the Commission's District Engineer, a permit for the proposed improvements. Upon approval of the plans submitted by the Developer, Commission's District Engineer will issue a permit for the proposed work.

15. Developer shall secure sufficient bond, as determined by Commission's District Engineer or his authorized representative, for the construction of the proposed improvement on Commission right-of-way.

16. All construction of the proposed improvements shall be according to the Missouri Highway and Transportation Commission's Standard Specifications for Highway Construction.

17. Prior to any construction activity, the Developer shall provide to the Commission, a check in the amount of Five Thousand Dollars and No Cents (\$5,000.00). This check should be made payable to the "Missouri Highway and Transportation Department - Local Fund". These funds shall be for the purpose of providing construction inspection for the proposed improvements.

18. The Developer agrees that all funds deposited with the Commission under the terms of this agreement may be commingled by the Commission with other similar monies deposited from other sources. Any deposits may be invested at the discretion of the Commission in such investments as allowed for other state funds. All interest money shall be payable to the fund and credited to the Developer on the prorated share of the investment. If the amount deposited with Commission shall be less than the actual obligation to the Developer, any interest credited to the Developer shall be used by the Commission in fulfillment of the Developer's obligation.

19. Upon completion of said construction, any excess money credited to the Developer shall be refunded. If the amount deposited with the Commission shall be less than the Developer's actual obligation, the Developer shall, upon request from the Commission, promptly deposit with the Commission, that amount necessary to cover the cost of the construction inspection.

20. Commission shall have the right to have inspectors present during construction and shall reject any work not done in compliance with the specifications. The Developer agrees to remove any rejected work at no cost to the Commission.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officials.

EXECUTED BY Developer this 16th day of January, 1988.

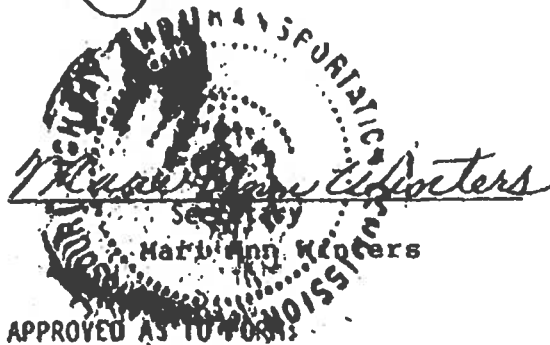
EXECUTED BY Commission this 18th day of February, 1988.

MISSOURI HIGHWAY AND TRANSPORTATION
COMMISSION

DEVELOPER

By John C. Cozad
Chairman
John C. Cozad
ATTEST: (SEAL)

By John Q. Hammons
John Q. Hammons



Dan Pritchard
Counsel
Dan Pritchard

M & T

Rev. (1) 9/26/77

Rev. (2) 1/1/80

Rev. (3) 5/1/81

ACKNOWLEDGEMENTS

State of MISSOURI ss.
County of GREENE

On this 12th day of January, 19 88,
before me personally appeared John Q. Hammons,
to me known 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 at my office in Greene County, Missouri,
the day and year first above written.

Jan Robbins (Signature)

Jan Robbins (Print or Type)
Notary Public



JAN ROBBINS
NOTARY PUBLIC STATE OF MISSOURI
GREENE CO.
MY COMMISSION EXP. OCT 26, 1988
ISSUED BY MISSOURI NOTARY ASSOC.

My commission expires _____.

ACKNOWLEDGMENT

STATE OF MISSOURI)
COUNTY OF COLE) SS.

On this 18th day of February, 1988, before me personally appeared John C. Cozad to me known, who, being by me duly sworn, did say that he is the Chairman of the State Highway and Transportation Commission of Missouri and the seal affixed to the foregoing instrument is the official seal of said Commission and that said instrument was signed and sealed in behalf of said Commission by authority of the State Highway and Transportation Commission and said John C. Cozad acknowledged said instrument to be the free act and deed of said Commission.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in Cole County, the day and year first above written.

Marcia L. Mims
Notary Public

MARCIA L. MIMS
NOTARY PUBLIC, STATE OF MISSOURI
COUNTY OF COLE

My Commission expires My Commission Expires 10/28/91



STATE OF MISSOURI)
COUNTY OF GREENE) IN THE RECORDER'S OFFICE
I, RUSSELL H. KELLER, Recorder of said County, do hereby certify that the within instrument of writing was on the 18th day of Feb 1988 at 9 o'clock 45 minutes AM duly filed for record, and is recorded in the records of this office, in Book 2004 Page 668
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Springfield, Missouri, this 18 day of Feb A.D. 1988
Russell H. Keller Deputy
RUSSELL H. KELLER, Recorder

FILE CODE: PLZ-87

ORDER
OF THE
GREENE COUNTY COMMISSION
SPRINGFIELD, MISSOURI

DATE ISSUED: June 1, 1987

SUBJECT: Planning and Zoning Commission Case No. 836

TEXT OF ORDER:

John Q. Hammons petitions the Greene County Commission for a change in zoning for approximately 500 acres as follows:

Petition to rezone from an R-1 Suburban Residence District to a PAD Plot Assignment District.

All of the W 1/2, NW 1/4 Section 22, Township 28, Range 21, lying south of Blackhawk Street and U.S. Highway 60 except any part lying within the City of Springfield, Missouri. All in Greene County Missouri.

AND

Petition to rezone from an A-R Agriculture Residence District to an R-1 Suburban Residence District and a PAD Plot Assignment District.

E 1/2, SE 1/2, Section 22, Township 28, Range 21 except that part used for road purposes. All in Greene County Missouri.

AND

Petition to rezone from an A-1 Agriculture District to an R-1 Suburban Residence District and a PAD Plot Assignment District.

N 1/2, NE 1/4; SW 1/4, NE 1/4; W 1/2 SE 1/4;
E 1/2, SW 1/4; E 1/2, NW 1/4; All in Section 22,
Township 28, Range 21 except that part used for road
purposes. All located in Greene County, Missouri.

All located as follows:

Property is bounded on the north by U.S. Highway 60,
the west by County Road 181, the south by County
Road 186 and the east by County Road 189.

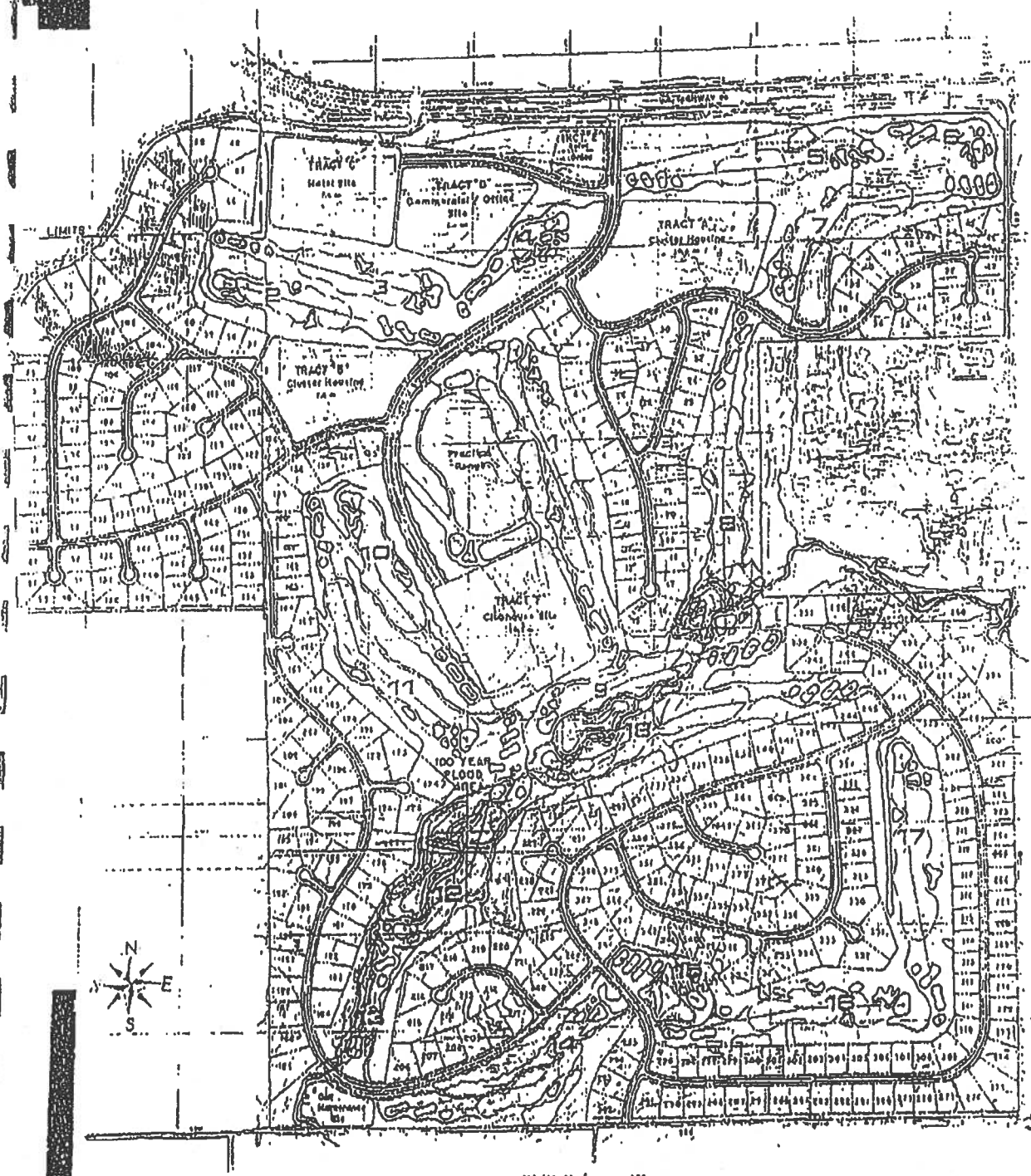
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GR CO BLDG REL

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SCALE 1" = 300 FT

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The Greene County Planning and Zoning Commission, during public hearing on May 19, 1987, did vote unanimously to recommend approval of this change in zoning as depicted on the Master Plan with the following conditions:

1. Tracts A and B - Multi Family Residence only, with a maximum of 100 units total. These tracts to be otherwise regulated as an R-3 District.
2. Tracts C, D, and E - To be regulated as C-2 District, allowing all permitted uses within that District.
3. Tract F - To be developed as a Clubhouse for the Golf Course with other uses incidental to the Clubhouse only. To be otherwise regulated as an R-1 District.
4. The Golf Course, stormwater facilities and other open areas be constructed as depicted on the Master Plan.
5. All other areas of the development be used exclusively for single-family housing and be regulated as an R-1 District.
6. The first phase of the project includes the main entrance from U.S. Highway 60 and at least one other point of ingress-egress.
7. The stormwater detention facilities be constructed as a part of the first phase.
8. All Greene County Flood Plain Restrictions be adhered to for the area located within the Hunt Branch Flood Plain.
9. All access points onto U.S. Highway 60 be approved by the Missouri State Highway Department.
10. A Homeowners Association be established and approved by the Greene County Counselor, to ensure maintenance of all common areas.
11. No final plat be presented to the Greene County Planning and Zoning Department which includes the 9 lots located within the City Limits of Springfield until the plat has been submitted to said City.
12. All public improvements, other than sewer, be constructed to Greene County Design Standards.
13. All sewers be constructed to City of Springfield Design Standards.
14. 30' of right-of-way be granted from the centerline to all abutting County Roads.
15. Fire hydrants be installed on all streets at six hundred (600) feet intervals.

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Now, therefore, the Greene County Commission did this day vote
unanimously to approve this change in zoning as recommended.

Done this 1st day of June, 1987.

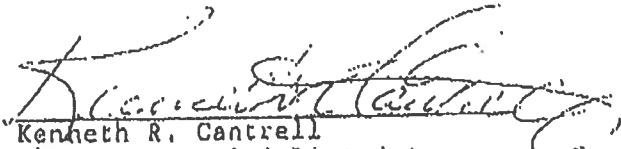
THE GREENE COUNTY COMMISSION



H.C. "Mike" Compton
Presiding Judge/Commissioner



Anna R. Mobley
Commissioner 1st District



Kenneth R. Cantrell
Commissioner 2nd District