

Faria Resorts

Steve Faria
stevemfaria@hotmail.com
417-839-7900

Request for Permit

October 23, 2019

To: Cheryl Wanko
Realty Specialist, US Army Corps of Engineers
Little Rock District, Real Estate Division
Table Rock Lake Project Office
4600 State Highway 165
Branson, Missouri 65616

Dear Corp of Engineers,

Serenity Shores resort will be the newest and most luxury lodging resort in Kimberling City Mo. Ideally located just 1/2 mi south of Kimberling City bridge with tremendous views of the Beautiful Table Rock lake. What sets the new Serenity Shores apart is the preservation of the natural surroundings throughout the 44 acre property and over 2/3rds of the property will be left in its natural state. Each lodging unit will have as many trees as possible between each unit to keep the natural beauty of the Ozarks and appeal to the visitors that are looking for a secluded getaway.

We are respectfully requesting a resort lease dock permit so we can bring a new and beautiful first class luxury resort to Kimberling City Missouri. We have zoning permitted for a nightly rental development through Stone County zoning requirements. Kimberling City is excited and anxious to have new development, especially a first class family destination to bring quality visitors to the area. We have attached the details, plans, engineering, etc. for this project for your review. We also had a site survey completed by the Corp in April and this location was approved for up to a 20 stall dock. We are also NOT requesting any land disturbance permit on Corp/government property and will be using mulch or other natural elements to provide a meandering path to the dock. We have an anticipated construction start date of January 15, 2020 and a completion date of April 1, 2021. Project is planned for one phase only. Please let me know if there is anything else you need to help with this approval.

Respectfully,

Steve Faria

Attachments:
Engineering Plan
Boundary Survey
Renderings
Inspection Report



June 25, 2019

Faria Resorts
Steve Faria
tablerockhomes@gmail.com
PH: 417-839-7900

The Engineer: Cribb Philbeck Weaver Group, Inc. (CPWG)
301 Pacific St., Suite B
Branson, Missouri 65616
417-320-6065

Re: Proposal for Engineering Services: Serenity Shores

Cribb Philbeck Weaver Group, Inc. (CPWG) is pleased to submit this letter agreement for site development services for the above referenced project.

PROJECT UNDERSTANDING

The project consists of providing design plans relating to the construction of a resort including 20 proposed buildings, an amenity area, wastewater treatment facility, dock parking area, and proposed roadways located in Stone County, Missouri.

Based on the above information, we have prepared the following Scope of Services, and Fees:

SCOPE OF SERVICES – SITE CIVIL

Task 1 Drone Survey

Performed previously as part of the conceptual design phase.

Task 2 Conceptual Design

Performed previously as part of the project development phase.

Task 3 Topographic Survey (Excluded)

Athletic Complexes
Construction Management
Environmental Services and Water Resources
Landscape Architecture
Land Development
Municipal
Parks and Recreation
Pavement Management
Planning
Roadway design
Stormwater
Transportation
Utilities



Task 4 Site Plan

Site Plan – The site plan will illustrate both proposed and existing facilities to remain and site features for the development including buildings, parking layout, sidewalk, etc. Sheets shall illustrate all construction details as required to construct the improvements. Refer to **Attachment A – Preliminary Site Plan** located in this agreement for additional information.

Task 5 Roadway Plans

Roadway Plans – The roadway plans will include plan and profile sheets required to construct all proposed roads for the development. Roadway plan and profile sheets to be maximum of 60 scale.

Task 6 Site Grading Plans

Site Grading Plans – The site grading plans will illustrate proposed grading and drainage improvements required to construct the proposed site improvements as shown in the Site Plan.

Task 7 Utility Plan

Utility Plans – The site utility plans will illustrate proposed utility lines and existing utility lines to remain as required for the development including service to proposed building, proposed sewer system, etc. Sheets shall illustrate all construction details required to construct the improvements.

Task 8 Wastewater Treatment Plant

This task includes a soil survey by Amie Henson. The design of non-discharging wastewater treatment facility includes a recirculating gravel filter bed, UV disinfection, recirculation tank, and subsurface drip field. This task includes design of the low-pressure sewer STEP collection system to provide the solids storage capacity for the treatment plant. Permitting with Missouri Department of Natural Resources (DNR) is included under this phase.

Task 9 Well System Design

Well System Design – Well system design per the Missouri Department of Natural Resources (DNR) requirements. Permitting with Missouri Department of Natural Resources (DNR) is included under this phase.

AT THE READY.

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Task 10 Erosion Control Plan

Erosion Control/SWPPP Plans will be designed in accordance with the Missouri Department of Natural Resources (DNR) requirements. Design and develop construction plans, notes and details for erosion control throughout the site. This task includes the development of the Storm Water Pollution Prevention Plan required for land disturbance permitting. Sheets shall illustrate all construction details as required to construct the improvements.

Task 11 MoDOT Permitting of Entrance to Development

This task will include all necessary activities and information required to permit the proposed entrance to the development with MoDOT. If MoDOT requires a traffic study, a supplement to this task will be required.

Task 12 Project Management

Overall project coordination between design team both internal and external. Attendance at up to 4 meetings with client to discuss project. Review and process monthly invoices and provide project status updates to client as requested.

Permitting and Plans Approval

Plans shall be provided to the client for review at the 60% and 100% level.

These above tasks include the preparation of the application and supporting materials for processing the building permit (civil portion) through Stone County and land disturbance permits from both Stone County and Missouri Department of Natural Resources (DNR). These tasks shall include necessary correspondence and revised submittals related to questions from Stone County and Missouri DNR. Additional permitting with the Missouri Department of Transportation (MoDOT) will be required for the construction of the entrance to the development and has been included in this scope of work.

Bidding Phase

These above tasks also include assisting client in responding to questions regarding the proposed design improvements when securing bids required for the construction of this project.

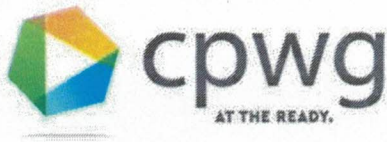
Construction Administration Phase

These above tasks include the following construction administration tasks:

- Review contractor submittals relating to site civil work as needed.
- Provide change order documentation as required.
- Attend site meetings during construction including a preconstruction meeting.
- Provide as-built drawings as required to document any changes in the field

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required during construction.

- Provide Statement of Work Completed documentation to MDNR as required following the construction of the proposed improvements.

Additional Services (Available for Additional Fee)

In the event that an unforeseen issue should arise, CPWG remains available to provide Additional Services as requested by the Client, on the basis of our hourly rates. Potential services not addressed in this proposal include:

1. Providing representation at meetings beyond those described above
2. Topographic Survey
3. Platting Services
4. Landscape Architecture
5. Modifications to the client-approved site plan
6. Traffic engineering services

Information Provided By Client

If necessary, the Client shall be responsible for providing the following upon which CPWG shall rely for performance and completion of the above listed services:

- Topographic Survey
- Architectural Services including MEP, Structural, and Geotechnical
- Traffic Engineering
- All Application/Permit Fees
- Environmental Services
- Historical Data
- Site Lighting Design
- Construction Materials Testing

SCHEDULE

CPWG, Inc. shall provide our services as expeditiously as possible to meet the schedule developed by the design team for the various elements of the project.

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CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the Master Services Agreement. The term "the Consultant" shall refer to CPWG Engineering, Inc. and the term "the Client" shall refer to Faria Resorts.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this Agreement in the spaces provided below, and return.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

Todd Chandler, P.E.
Southwest Missouri Practice Leader
CPWG Engineering, Inc.

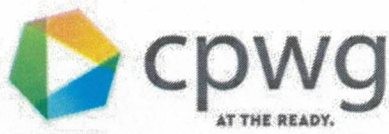
Faria Resorts

By:

(Print or Type Name)

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TERMS AND CONDITIONS OF AGREEMENT

General

This agreement shall be governed by the laws of the State of Missouri. It shall be binding upon the heirs, executors, successors and assigns of the client and the Engineer. Modifications to this document shall be in writing and signed by both the Client and the Engineer. The Engineer warrants his work only to the extent that it was performed in accordance with generally accepted standards of practice in effect at the time of the service. Except as specifically set forth in this Agreement. Engineer makes no representations or warranties, express or implied.

Fees and Expenses

The total fee, except for a stated lump sum fee, shall be understood to be an estimate based on the Scope of Services discussed for the project, and shall not be exceeded by more than ten percent without the prior written permission of the client. Where the arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are provided. The Client shall pay all application fees, and the fees of outside Consultants. The cost of printing computer drawings, specifications, etc. shall be in addition to the Engineer's fees.

Billings/Payments

Invoices will be prepared and submitted once monthly and are due within thirty calendar days of the date of the invoice. Payments to the Engineer shall not be contingent upon the actions of any other party. An invoice that remains unpaid after 30 days shall be considered delinquent and may, without waiving any right against Client, and without liability whatsoever to the Client, cause the Engineer, to terminate the performance of the service. A service charge will be charged at 1.5% (or the maximum legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 60 days following the date of the invoice, the Client shall pay cost of collection, including actual attorney's fees.

Access to Site

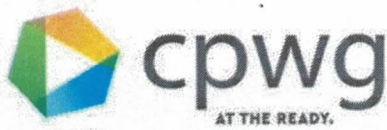
Unless otherwise stated, the Engineer will have access to the site for activities necessary for the performance of the services. The Engineer will take reasonable precautions to minimize damage due to these activities, but the cost of restoration of any resulting damage has not been included in the fee.

Hidden Conditions

The Engineer makes no representation as to any subsurface or hidden condition unless explicitly stated in writing at the time of the agreement.

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Indemnification

The Client shall indemnify and hold harmless the engineer and all of its personnel and consultants from and against any and all claims, damages, losses, and expenses (including actual attorney's fees) arising out of or resulting from the performance of the services, provided that such claims, damage, loss or expense is caused in whole or part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the engineer) or anyone for whose acts any of them may be liable. This indemnification shall include any claim, damage or losses due to the presence of hazardous materials. The Client agrees that the Engineer is not responsible for delays caused by factors beyond his direct control. The Client further agrees that in accordance with generally accepted construction practices, the General Contractor shall assume sole and complete responsibility for job site safety during the course of the construction. This responsibility shall apply continuously during the performance of the project. The Engineer shall indemnify and hold the Client harmless for any and all claims, damages, losses and expenses (including actual attorney fees) arising out of or resulting from the negligence of the Engineer or any of its personnel and consultants.

Risk Allocation

In recognition of the relative risks, rewards, and benefits of the project to both the Client and the Engineer, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the Engineer's total liability to the Client, for any injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes shall not exceed the total amount of \$25,000, the amount of the Engineer's fee (whichever is the lesser). Such causes include, but are not limited to, the engineer's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Termination of Services

This agreement may be terminated upon ten (10) days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay the Engineer for all services rendered to the date of the termination, all reimbursable expenses, and reasonable termination expenses.

Ownership of Documents

All documents, files, or CAD files produced by the Engineer under this agreement are an instrument of the Engineer's service and shall remain the property the Engineer and may not be used by the Client or any other party for any other endeavor without the written consent of the Engineer. The Engineer shall retain ownership of all original documents, drawings, or any other work product prepared by the Engineer.

AT THE READY.

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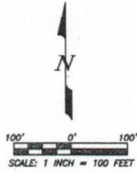
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Attachment A - Serenity Shores Preliminary Site Plan

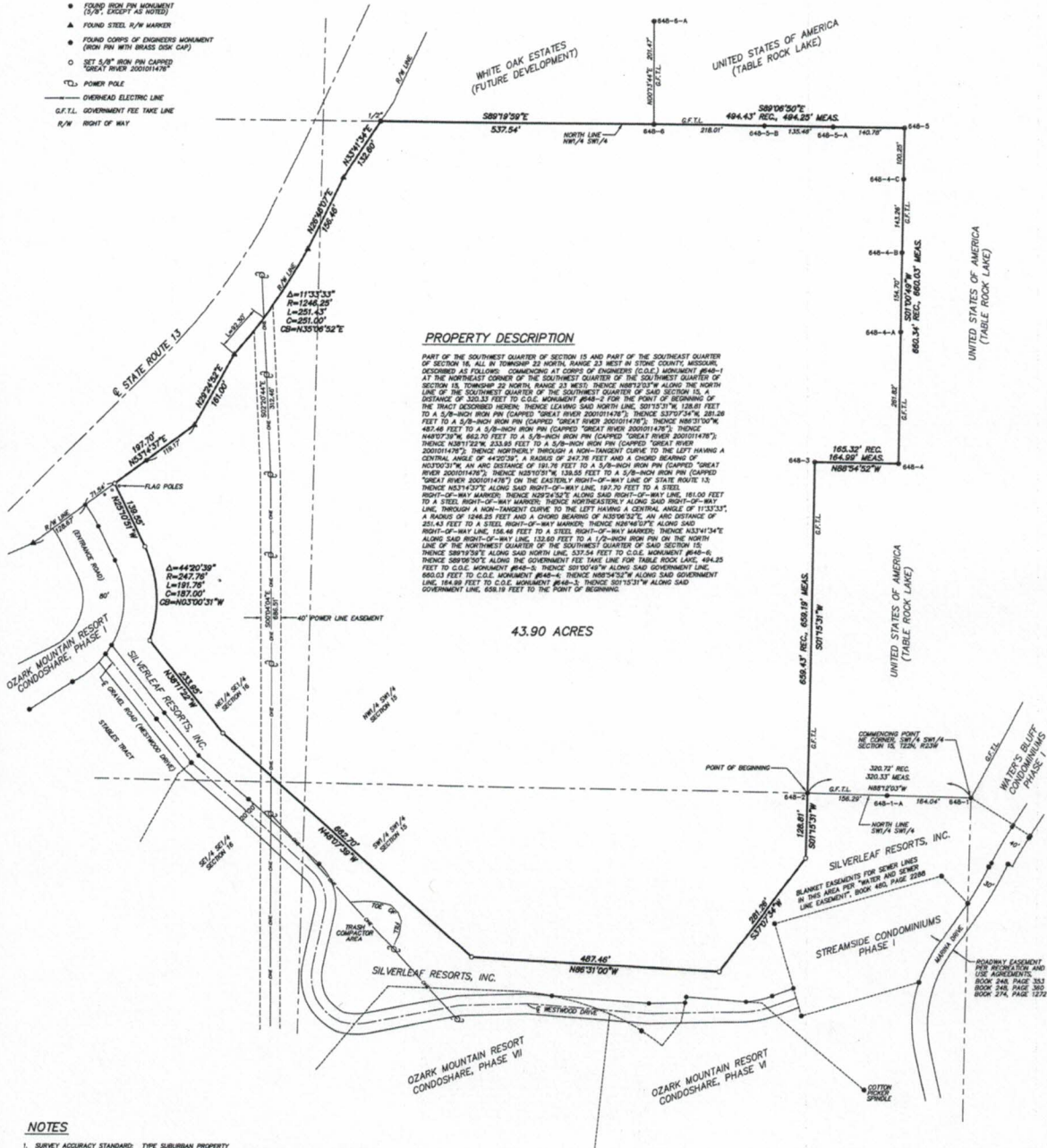
BOUNDARY SURVEY FOR SILVERLEAF RESORTS, INC.

PART OF SECTIONS 15 AND 16, TOWNSHIP 22 NORTH, RANGE 23 WEST
IN STONE COUNTY, MISSOURI



LEGEND

- FOUND IRON PIN MONUMENT (3/8" EXCEPT AS NOTED)
- ▲ FOUND STEEL R/W MARKER
- FOUND CORPUS OF ENGINEERS MONUMENT (IRON PIN WITH BRASS DISK CAP)
- SET 5/8" IRON PIN CAPMED "GREAT RIVER 200101476"
- ⊥ POWER POLE
- OVERHEAD ELECTRIC LINE
- G.F.T.L. GOVERNMENT FEE TAKE LINE
- R/W RIGHT OF WAY



PROPERTY DESCRIPTION

PART OF THE SOUTHWEST QUARTER OF SECTION 15 AND PART OF THE SOUTHWEST QUARTER OF SECTION 16, ALL IN TOWNSHIP 22 NORTH, RANGE 23 WEST IN STONE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCED AT CORPUS OF ENGINEERS (C.O.E.) MONUMENT #648-1 AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 22 NORTH, RANGE 23 WEST; THENCE S82°32'31"W ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 335.33 FEET TO C.O.E. MONUMENT #648-2; THENCE S82°32'31"W 285.26 FEET TO A 5/8-INCH IRON PIN (CAPMED "GREAT RIVER 200101476"); THENCE S82°32'31"W 451.46 FEET TO A 5/8-INCH IRON PIN (CAPMED "GREAT RIVER 200101476"); THENCE N49°27'37"W 862.70 FEET TO A 5/8-INCH IRON PIN (CAPMED "GREAT RIVER 200101476"); THENCE N49°27'37"W 233.85 FEET TO A 5/8-INCH IRON PIN (CAPMED "GREAT RIVER 200101476"); THENCE NORTHERLY THROUGH A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 44°20'39", A RADIUS OF 247.76 FEET AND A CHORD BEARING OF N10°20'31"W, AN ARC DISTANCE OF 181.78 FEET TO A 5/8-INCH IRON PIN (CAPMED "GREAT RIVER 200101476"); THENCE N10°20'31"W 138.00 FEET TO A STEEL RIGHT-OF-WAY MARKER; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE THROUGH A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°33'31", A RADIUS OF 124.63 FEET AND A CHORD BEARING OF N10°20'31"W, AN ARC DISTANCE OF 251.43 FEET TO A STEEL RIGHT-OF-WAY MARKER; THENCE N10°20'31"W ALONG SAID RIGHT-OF-WAY LINE 124.63 FEET TO A 1/2-INCH IRON PIN ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE S89°19'58"E ALONG SAID NORTH LINE, 537.54 FEET TO C.O.E. MONUMENT #648-3; THENCE S89°19'58"E ALONG SAID NORTH LINE, 184.89 FEET TO C.O.E. MONUMENT #648-3; THENCE S01°23'31"W ALONG SAID GOVERNMENT LINE, 558.19 FEET TO THE POINT OF BEGINNING.

43.90 ACRES

NOTES

1. SURVEY ACCURACY STANDARD: TYPE SUBURBAN PROPERTY
2. BEARINGS ARE BASED ON THE GOVERNMENT FEE TAKE LINE FOR TABLE ROCK LAKE BETWEEN CORPUS OF ENGINEERS MONUMENTS #648-3 AND #648-2, HAVING A BEARING OF S01°23'31"W (GRID NORTH, MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE).
3. SOURCE OF TITLE (PARENT TRACT): BOOK 310, PAGE 304
4. ALL LAND LINES SOUTHERLY OF AND ADJOINING THE SUBJECT TRACT IS TITLED TO SILVERLEAF RESORTS, INC., BOOK 310, PAGE 304.
5. EASEMENTS SHOWN HEREON ARE THOSE FOR WHICH RECORDS WERE PROVIDED TO OR DISCOVERED BY THE SURVEYOR AND MAY NOT BE ALL EASEMENTS AFFECTING THE SUBJECT PROPERTY. THE 40-FOOT POWER LINE EASEMENT IS SHOWN HEREON BASED ON INFORMATION TAKEN FROM RECORD SURVEYS (NO OTHER RECORD OF THE EASEMENT WAS PROVIDED OR DISCOVERED). OTHER EASEMENTS WHICH COULD NOT BE PLOTTED HEREON AND MAY AFFECT THE SUBJECT PROPERTY ARE AS FOLLOWS:
 - A BLANKET EASEMENT FOR UNDERGROUND COMMUNICATIONS TO CTE MOBILE, INC., BOOK 244, PAGE 288 (16.5 FEET WIDE CENTERED ON UNDERGROUND COMMUNICATIONS LINES AS CONSTRUCTED)
 - BLANKET EASEMENT FOR SEWER LINES NORTH OF STREAMSIDE CONDOMINIUMS PHASE I, BOOK 480, PAGE 2288
 - EASEMENT TO MISSOURI TELEPHONE COMPANY, BOOK 122, PAGE 405 (DESCRIPTION IN RECORD DOCUMENT IS UNREACHABLE)

SURVEYOR'S DECLARATION

I HEREBY DECLARE TO SILVERLEAF RESORTS, INC. THAT THE INFORMATION SHOWN HEREON IS BASED ON AN ACTUAL SURVEY OF THE LAND SHOWN HEREON AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF MISSOURI. THIS SURVEY WAS PERFORMED UNDER MY PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IN ACCORDANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS (2012 CSR 2030-10).

BRIAN D. VALLE, P.L.S. 9-2472 12/11/2015 DATE
 LAND SURVEYING CORPORATION CERTIFICATE OF AUTHORITY #200101478

BOUNDARY SURVEY FOR SILVERLEAF RESORTS, INC.	
PART OF SECTIONS 15 AND 16, TOWNSHIP 22 NORTH, RANGE 23 WEST, STONE COUNTY, MISSOURI	
DATE PREPARED: 12/11/2015 CHECKED BY: <u>BDV</u> DRAWN BY: <u>BDV</u> JOB NUMBER: 3622 FILE NAME: 3622_B0	 Registered State Certificate of Authority Number: 0000000000 Engineering: 2001-000000, Land Surveying: 2001-011478, Landscape Architecture: 2001-000000