AGENDA ITEM
July 19, 2016

Subject: Clay Street Phase II Sewer Project

Department: Administration

The Clay Street Phase II Sewer Project will construct a new sewer main at the 600 – 1000 blocks of S. Clay for better accessibility and alleviate long private service connections. Phase I was completed in 2013.

Right-of-way easements from seventeen property owners are required before the project can enter the bidding stage.

The Planning Commission held their regular meeting on October 13, 2015 and voted unanimously to send a positive recommendation to approve the sewer main location.

BILL NO. 2016-017 **ORDINANCE NO.**

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, ACCEPTING THE RIGHT-OF-WAY EASEMENTS FOR THE CLAY STREET PHASE II SEWER PROJECT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI THAT:

Section 1. The easements attached hereto and incorporated herein by reference granting easements for sewer improvements associated with the Clay Street Phase II Sewer Project is hereby accepted.

Section 2. The Council finds that the Planning Commission held a public hearing for which notice was duly published and the acceptance of the sewer easements come with a postive recommendation by that body.

Section 3. The City Clerk is authorized to have the easements recorded with the Recorder of Deeds, Vernon County, Missouri.

This ordinance shall be in full force and effect after its passage.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Nevada, Missouri, this ___ day of _____ 2016.

_____
Brian L. Leonard, Mayor

(seal)
ATTEST

_____
Johnna Williams, Deputy City Clerk

Owners Name: NEVADA REGIONAL MEDICAL CENTER
Easement No. CS2-19

RIGHT-OF-WAY EASEMENT
Sewer – City of Nevada, MO 2014

THIS INDENTURE is made on the 26th day of January 2016, by and between THE NEVADA REGIONAL MEDICAL CENTER, a municipally owned independently governed Hospital created by the City of Nevada, in Vernon County, Missouri, whose mailing address is 800 South Ash, Nevada, Missouri, 64772. hereinafter called **GRANTOR** and the City of Nevada, Missouri, of Vernon County, Missouri, a Missouri municipality of the third class organized under a Home Rule Charter, hereafter called **GRANTEE** whose address is City Hall, 110 S. Ash, Nevada, MO 64772,

WHEREAS, GRANTOR owns land in or in the vicinity of the City of Nevada, Vernon County, MO, and said land is legally described as follows:

> ***All of Lots Seven (7) and Eight (8), in Block 15 of Wight's Addition to the City of Nevada, Missouri.***

AND WHERAS, Grantee is in process of upgrading its wastewater collection lines along Clay street to provide service to the Hospital and will further reattach all needed connections to the Hospital facilities, all at no cost to the Hospital;

NOW THEREFORE, in consideration of One Dollars and Other Good and Valuable Consideration the receipt and adequacy of which is hereby acknowledged, **GRANTOR** does hereby grant, bargain and sell, convey and confirm unto **GRANTEE** and unto its successors and assigns an easement hereafter described with right of ingress and egress thereto over adjacent land of **GRANTOR.** The easement purpose is restricted to use for sewer transmission lines. The easement is explicitly located by **GRANTOR** on the following easement description **in Exhibit A.**

In order to construct the facility and provide for redressing excavation or correcting construction defects, the City is also granted a temporary construction easement which will expire after construction of the line and termination of the "one year after

completion of construction" warranty provided by the construction contract. The temporary easement is described **in Exhibit A**.

The purpose of the permanent and temporary easements is to permit the city to construct, operate, inspect, maintain, repair, rebuild, replace, remove and patrol a sewer line and essential appurtenances, and reattach service connections customary and necessary in connection therewith, subject to the terms and restrictions set forth in this instrument. More specifically:

1. The purpose of the permanent easement will be for the new transmission line.

2. The temporary easement will permit the city to work within the permanent easement and to rebuild and connect at city expense such portions of the private service connections as the city concludes appear to be deteriorating, with right of ingress and egress thereto over adjacent land of Grantor for said purpose and for cleanup, regrading and seeding the surface to return it to original condition as nearly as reasonably feasible.

This easement is restricted to use for wastewater transmission lines only.

IN WITNESS WHEREOF, GRANTOR have executed this instrument the day and year first above written.

Nevada Regional Medical Center

By: _____
Steve Russ, President

SEAL
ATTEST:

_____
Secretary

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **ss.**
COUNTY OF VERNON)

On this 26th day of January 2016, before me appeared Steve Russ, to me known to be the President of the Nevada Regional Medical Center, described in and who executed the foregoing instrument, and acknowledged that the execution of this instrument was made by him at the direction and with the authority of its Board of Directors, and the Secretary of the Board of Directors duly affixed the corporate seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

(SEAL)

AMANDA JORDAN
Notary Public - Notary Seal
State of Missouri, Vernon County
Commission # 11386443
My Commission Expires Jan 10, 2020

Amanda Jordan
Notary Public, State of Missouri

EXHIBIT A

NEVADA REGIONAL MEDICAL CENTER

PERM

A Tract of Land being part of Lots 7 and 8 in Block 15 of Wight's Addition to the City of Nevada, Vernon County Missouri. Being described more fully as follows:

All of the West 15 feet of lots 7 and 8 in Block 15 of Wight's Addition to the City of Nevada.

TEMP

A Tract of Land being part of Lots 7 and 8 in Block 15 of Wight's Addition to the City of Nevada, Vernon County Missouri. Being described more fully as follows:

All of the East 15 feet of the West 30 feet of lots 7 and 8 in Block 15 of Wight's Addition to the City of Nevada.

Owners Name: Andrew & Sherri Long
Address: 908 S Clay
Easement No. CS2-4

TEMPORARY EASEMENT
Wastewater – City of Nevada, MO 2016

THIS INDENTURE is made on the 28th day of January, 2016, by and between ANDREW LONG and SHERRI LONG husband and wife, of Benton County, Arkansas, whose mailing address is 1221 KENSINGTON DR, CENTERTON, AR 72719 hereinafter called **GRANTOR** and the City of Nevada, Missouri, of Vernon County, Missouri, a Missouri municipality of the third class organized under a Home Rule Charter, hereafter called **GRANTEE** whose address is City Hall, 110 S. Ash, Nevada, MO 64772,

WHEREAS, an old collector sewer line runs on the West side of the creek which runs north and south through Spring Street Park (and north to Wight Street) from Wight Street to South Street demanded long private service connections for the residences on Clay street to the East, which are substandard or deteriorating and threaten wastewater spills, and

WHEREAS, the city wishes to construct a new sewer collector line on the East side of said Creek and connect the same to the private service connections, all at City cost,

AND WHEREAS, GRANTOR owns land in the 900 block of South Clay Street with one of the private service connections, which is legally described shown on Exhibit A:

NOW THEREFORE, in consideration of Ten Dollars and Other Good and Valuable Consideration the receipt and adequacy of which is hereby acknowledged, **GRANTOR** does hereby grant, bargain and sell, convey and confirm unto **GRANTEE** and unto its successors and assigns:

1. A temporary easement to rebuild and connect at city expense such portions of the private service connection as the city concludes appears to be deteriorating, with right of ingress and egress thereto over adjacent land of **GRANTOR** for said purpose and for cleanup, regrading and seeding the surface to return it to original condition as nearly as reasonably feasible.

The temporary easement will expire and terminate at the end of the contractors warranty period of one year after completion of construction during which the contractor will be required to redress and complete cleanup and seeding. After completion of construction and termination of the temporary easement, the new private service line reverts to the owner and will be maintained by owner. The maintenance of the new sewer (collector) line will at all time be the sole responsibility of the City of Nevada.

The temporary Easement for the repair and replacement of portions of the private service line is restricted to 20 feet on either side of Grantor's private service connection line with access thereto across adjacent property of Grantor.

This instrument permits the **GRANTEE** to use the limited and restricted easement area to construct, operate, inspect, maintain, repair, rebuild, replace, remove and patrol a sewer line and essential appurtenances, customary and necessary in connection therewith, subject to the terms and restrictions set forth in this instrument.

Where access to the easement area from a public roadway is impractical or would visit damage upon the **GRANTOR**, the **GRANTEE** is permitted to reasonably obtain access to the easement area over adjacent lands of the **GRANTOR.**

IN WITNESS WHEREOF, GRANTORS have executed this instrument the day and year first above written.

Signature

Andrew Long
Print Name

Signature

Sherri Long
Print Name

ACKNOWLEDGMENT

STATE OF Arkansas)
) **ss.**
COUNTY OF Pulaski)

On this 28th day of January, 2016, before me appeared ANDREW LONG to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that the execution of this instrument by each grantor is said grantor's free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

(SEAL)

LESTER CLEMENTS II
PULASKI COUNTY
NOTARY PUBLIC - ARKANSAS
My Commission Expires July 27, 2019
Commission # 12372634

Notary Public

ACKNOWLEDGMENT

STATE OF Arkansas)
) **ss.**
COUNTY OF Pulaski)

On this 28th day of January, 2016, before me appeared SHERRI LONG to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that the execution of this instrument by each grantor is said grantor's free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

(SEAL)

LESTER CLEMENTS II
PULASKI COUNTY
NOTARY PUBLIC - ARKANSAS
My Commission Expires July 27, 2019
Commission # 12372634

Notary Public

EXHIBIT A

LOT TWO (2) OF SHEARER AND VOGT ADDITION TO THE CITY OF NEVADA, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF AS FILED IN PLAT BOOK 6 AT PAGE 1 IN THE RECORDER'S OFFICE, VERNON COUNTY, MISSOURI

Owners Name: Steve & Debra Zoglmann
Address: 1002 S Clay
Easement No. CS2-1

TEMPORARY EASEMENT
Wastewater – City of Nevada, MO 2016

THIS INDENTURE is made on the 25th day of January, 2016, by and between STEVE A. ZOGLMANN and DEBRA A. ZOGLMANN husband and wife, of Vernon County, Missouri, whose mailing address is 1002 SOUTH CLAY, NEVADA MO 64772 hereinafter called **GRANTOR** and the City of Nevada, Missouri, of Vernon County, Missouri, a Missouri municipality of the third class organized under a Home Rule Charter, hereafter called **GRANTEE** whose address is City Hall, 110 S. Ash, Nevada, MO 64772,

WHEREAS, an old collector sewer line runs on the West side of the creek which runs north and south through Spring Street Park (and north to Wight Street) from Wight Street to South Street demanded long private service connections for the residences on Clay street to the East, which are substandard or deteriorating and threaten wastewater spills, and

WHEREAS, the city wishes to construct a new sewer collector line on the East side of said Creek and connect the same to the private service connections, all at City cost,

AND WHEREAS, GRANTOR owns land in the 1000 block of South Clay Street with one of the private service connections, which is legally described shown on Exhibit A:

NOW THEREFORE, in consideration of Ten Dollars and Other Good and Valuable Consideration the receipt and adequacy of which is hereby acknowledged, **GRANTOR** does hereby grant, bargain and sell, convey and confirm unto **GRANTEE** and unto its successors and assigns:

1. A temporary easement to rebuild and connect at city expense such portions of the private service connection as the city concludes appears to be deteriorating, with right of ingress and egress thereto over adjacent land of **GRANTOR** for said purpose and for cleanup, regrading and seeding the surface to return it to original condition as nearly as reasonably feasible.

The temporary easement will expire and terminate at the end of the contractors warranty period of one year after completion of construction during which the contractor will be required to redress and complete cleanup and seeding. After completion of construction and termination of the temporary easement, the new private service line reverts to the owner and will be maintained by owner. The maintenance of the new sewer (collector) line will at all time be the sole responsibility of the City of Nevada.

The temporary Easement for the repair and replacement of portions of the private service line is restricted to 20 feet on either side of Grantor's private service connection line with access thereto across adjacent property of Grantor.

This instrument permits the **GRANTEE** to use the limited and restricted easement area to construct, operate, inspect, maintain, repair, rebuild, replace, remove and patrol a sewer line and essential appurtenances, customary and necessary in connection therewith, subject to the terms and restrictions set forth in this instrument.

Where access to the easement area from a public roadway is impractical or would visit damage upon the **GRANTOR**, the **GRANTEE** is permitted to reasonably obtain access to the easement area over adjacent lands of the **GRANTOR.**

IN WITNESS WHEREOF, GRANTORS have executed this instrument the day and year first above written.

Signature	Steve A. Zoglmann Print Name
Signature	Debra A Zoglmann Print Name

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **ss.**
COUNTY OF VERNON)

On this 25th day of January, 2016, before me appeared STEVE A. ZOGLMANN to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that the execution of this instrument by each grantor is said grantor's free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

(SEAL)

BAILEY DAWN HERBST
My Commission Expires 04-15-2019
NOTARY PUBLIC NOTARY SEAL #15634841
Vernon County
STATE OF MISSOURI

Bailey Dawn Herbst
Notary Public, State of Missouri

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **ss.**
COUNTY OF VERNON)

On this 25th day of January, 2016, before me appeared DEBRA A. ZOGLMANN to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that the execution of this instrument by each grantor is said grantor's free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

(SEAL)

BAILEY DAWN HERBST
My Commission Expires 04-15-2019
NOTARY PUBLIC NOTARY SEAL #15634841
Vernon County
STATE OF MISSOURI

Bailey Dawn Herbst
Notary Public, State of Missouri

EXHIBIT A

THE NORTH SIXTY (N60) FEET OF THE FOLLOWING: BEGIN AT A POINT 424 FEET SOUTH OF THE SOUTH LINE OF BARR STREET IN THE WEST LINE OF CLAY STREET IN NEVADA, MISSOURI, THENCE SOUTH WITH THE WEST LINE OF CLAY STREET TO A POINT 440 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION NINE (9), TOWNSHIP THIRTY-FIVE (35), RANGE THIRTY-ONE (31), THENCE WEST 214 FEET, THENCE NORTH PARALLEL WITH THE WEST LINE OF CLAY STREET AS EXTENDED TO A POINT 424 FEET SOUTH OF THE SOUTH LINE OF BARR STREET, THENCE EAST TO THE PLACE OF BEGINNING. ALL BEING IN THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION NINE (9), TOWNSHIP THIRTY-FIVE (35), RANGE THIRTY-ONE (31).

Owners Name: Kenton & Amy Kent
Address: 910 S Clay
Easement No.CS2-3

RIGHT-OF-WAY EASEMENT
Wastewater – City of Nevada, MO 2016

THIS INDENTURE is made on the 23 day of January, 2016, by and between KENTON J. KENT and AMY S. KENT, husband and wife, of Vernon County, Missouri, whose mailing address is 910 SOUTH CLAY, NEVADA MO 64772 hereinafter called **GRANTOR** and the City of Nevada, Missouri, of Vernon County, Missouri, a Missouri municipality of the third class organized under a Home Rule Charter, hereafter called **GRANTEE** whose address is City Hall, 110 S. Ash, Nevada, MO 64772,

WHEREAS, an old collector sewer line runs on the West side of the creek which runs north and south through Spring Street Park (and north to Wight Street) from Wight Street to South Street demanded long private service connections for the residences on Clay street to the East, which are substandard or deteriorating and threaten wastewater spills, and

WHEREAS, the city wishes to construct a new sewer collector line on the East side of said Creek and connect the same to the private service connections, all at City cost,

AND WHEREAS, GRANTOR owns land in the 900 block of South Clay Street with one of the private service connections, which is legally **described shown on Exhibit A:**

NOW THEREFORE, in consideration of Ten Dollars and Other Good and Valuable Consideration the receipt and adequacy of which is hereby acknowledged, **GRANTOR** does hereby grant, bargain and sell, convey and confirm unto **GRANTEE** and unto its successors and assigns:

1. A permanent easement for the new sewer line, **hereafter described in Exhibit B,** and

2. A temporary construction easement for the new sewer line, hereafter described in Exhibit B, and

3. A temporary easement to rebuild and connect at city expense such portions of the private service connection as the city concludes appears to be deteriorating, with right of ingress and egress thereto over adjacent land of **GRANTOR** for said purpose and for cleanup, regrading and seeding the surface to return it to original condition as nearly as reasonably feasible.

The temporary easement will expire and terminate at the end of the contractors warranty period of one year after completion of construction during which the contractor will be required to redress and complete cleanup and seeding. After completion of construction and termination of the temporary easement, the new private service line reverts to the owner and will be maintained by owner. The maintenance of the new sewer (collector) line will at all time be the sole responsibility of the City of Nevada.

Consideration includes the privileges, benefits mutually obtained and the following special provisions:

1. City of Nevada agrees that upon the recording of this instrument the City will pay the landowner the sum of $500.00 (Five Hundred Dollars) to compensate **GRANTOR.**
2. Perimeter drain will be repaired and put back to original condition if damaged during construction.

The easements' purpose is restricted to use for sewer transmission lines only. The permanent collector line easement is explicitly located by **GRANTOR** on the **easement description stated in Exhibit B.**

The temporary Easement for the repair and replacement of portions of the private service line is restricted to 20 feet on either side of Grantor's private service connection line with access thereto across adjacent property of Grantor without damaging Grantor's improvements, shrubs and/or structures.

This instrument permits the **GRANTEE** to use the limited and restricted easement area to construct, operate, inspect, maintain, repair, rebuild, replace, remove and patrol a sewer line and essential appurtenances, customary and necessary in connection therewith, subject to the terms and restrictions set forth in this instrument.

Where access to the easement area from a public roadway is impractical or would visit damage upon the **GRANTOR**, the **GRANTEE** is permitted to reasonably obtain access to the easement area over adjacent lands of the **GRANTOR.**

IN WITNESS WHEREOF, GRANTORS have executed this instrument the day and year first above written.

Signature _____ Print Name Kenton J. Kent

Signature _____ Print Name Amy S. Kent

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **ss.**
COUNTY OF VERNON)

On this 23 day of January, 2016, before me appeared KENTON J. KENT to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that the execution of this instrument by each grantor is said grantor's free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

(SEAL)

AMBER BARKER
Comm. Exp. Jan. 03, 2020
NOTARY PUBLIC NOTARY SEAL
12287785
Vernon County
STATE OF MISSOURI

Amber Barker
Notary Public, State of Missouri

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **ss.**
COUNTY OF VERNON)

On this 23 day of January, 2016, before me appeared AMY S. KENT to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that the execution of this instrument by each grantor is said grantor's free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

(SEAL)

AMBER BARKER
Comm. Exp. Jan. 03, 2020
NOTARY PUBLIC NOTARY SEAL
12287785
Vernon County
STATE OF MISSOURI

Amber Barker
Notary Public, State of Missouri

EXHIBIT A

ALL OF LOT 1 AND THE SOUTH 80 FEET OF LOT 3, AND THE 10 FOOT STRIP LYING BETWEEN LOTS 1 AND 2, ALL IN SHEARER AND VOGT ADDITION TO THE CITY OF NEVADA, VERNON COUNTY, MISSOURI, AS PER THE RECORDED PLAT THEREOF.

EXHIBIT B

KENTON J. KENT and AMY S. KENT Book 528, Page 206

PERM

A Tract of Land being part of Lot 3 in the Shearer and Vogt Addition to the City of Nevada, Vernon County, Missouri. Being described more fully as follows:

Commencing on the apparent West right-of-way line of Clay Street and the intersection of the apparent North right-of-way line of now Vacated Barr Street;
Thence S02°28'37"W a distance of 293.55 feet along said West line of Clay Street to the Northeast Corner of Parent Tract;
Thence N87°31'23"W a distance of 171.56 feet along the North line of said Tract to the Point of Beginning;

Thence S28°04'45"W a distance of 88.71 feet to the South line of said Tract;
Thence N87°31'23"W a distance of 22.18 feet along said South line;
Thence N28°04'45"E a distance of 88.71 feet to the North line of said Tract;
Thence S87°31'23"E a distance of 22.18 feet along said North line to the Point of Beginning.

Containing 0.04 Acres (1774.20 Square Feet) more or less.

TEMP

A Tract of Land being part of Lot 3 in the Shearer and Vogt Addition to the City of Nevada, Vernon County, Missouri. Being described more fully as follows:

Commencing on the apparent West right-of-way line of Clay Street and the intersection of the apparent North right-of-way line of now Vacated Barr Street;
Thence S02°28'37"W a distance of 293.55 feet along said West line of Clay Street to the Northeast Corner of Parent Tract;
Thence N87°31'23"W a distance of 160.00 feet along the North line of said Tract to the Point of Beginning;

Thence S28°21'12"W a distance of 88.91 feet to the South line of said Tract;
Thence N87°31'23"W a distance of 44.35 feet along said South line;
Thence N28°04'45"E a distance of 88.71 feet to the North line of said Tract;
Thence S87°31'23"E a distance of 44.83 feet along said North line to the Point of Beginning.

Containing 0.08 Acres (3567.27 Square Feet) more or less.

Owners Name: Amanda Johnson
Address: 1002 S Clay
Easement No. CS2-2

TEMPORARY EASEMENT
Wastewater – City of Nevada, MO 2016

THIS INDENTURE is made on the 26 day of January, 2016, by and between AMANDA JOHNSON, a single person, of Vernon County, Missouri, whose mailing address is 27433 E QUARTERMASTER RD, MILO MO 64767 hereinafter called **GRANTOR** and the City of Nevada, Missouri, of Vernon County, Missouri, a Missouri municipality of the third class organized under a Home Rule Charter, hereafter called **GRANTEE** whose address is City Hall, 110 S. Ash, Nevada, MO 64772,

WHEREAS, an old collector sewer line runs on the West side of the creek which runs north and south through Spring Street Park (and north to Wight Street) from Wight Street to South Street demanded long private service connections for the residences on Clay street to the East, which are substandard or deteriorating and threaten wastewater spills, and

WHEREAS, the city wishes to construct a new sewer collector line on the East side of said Creek and connect the same to the private service connections, all at City cost,

AND WHEREAS, GRANTOR owns land in the 1000 block of South Clay Street with one of the private service connections, which is legally described shown on Exhibit A:

NOW THEREFORE, in consideration of Ten Dollars and Other Good and Valuable Consideration the receipt and adequacy of which is hereby acknowledged, **GRANTOR** does hereby grant, bargain and sell, convey and confirm unto **GRANTEE** and unto its successors and assigns:

1. A temporary easement to rebuild and connect at city expense such portions of the private service connection as the city concludes appears to be deteriorating, with right of ingress and egress thereto over adjacent land of **GRANTOR** for said purpose and for cleanup, regrading and seeding the surface to return it to original condition as nearly as reasonably feasible.

The temporary easement will expire and terminate at the end of the contractors warranty period of one year after completion of construction during which the contractor will be required to redress and complete cleanup and seeding. After completion of construction and termination of the temporary easement, the new private service line reverts to the owner and will be maintained by owner. The maintenance of the new sewer (collector) line will at all time be the sole responsibility of the City of Nevada.

The temporary Easement for the repair and replacement of portions of the private service line is restricted to 20 feet on either side of Grantor's private service connection line with access thereto across adjacent property of Grantor.

This instrument permits the **GRANTEE** to use the limited and restricted easement area to construct, operate, inspect, maintain, repair, rebuild, replace, remove and patrol a sewer line and essential appurtenances, customary and necessary in connection therewith, subject to the terms and restrictions set forth in this instrument.

Where access to the easement area from a public roadway is impractical or would visit damage upon the **GRANTOR**, the **GRANTEE** is permitted to reasonably obtain access to the easement area over adjacent lands of the **GRANTOR.**

IN WITNESS WHEREOF, GRANTORS have executed this instrument the day and year first above written.

Amanda Johnson
Signature

Amanda Johnson
Print Name

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **ss.**
COUNTY OF VERNON)

On this 20th day of January, 2016, before me appeared AMANDA JOHNSON, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that the execution of this instrument by each grantor is said grantor's free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

(SEAL)

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

PAULA RAE FELDMANN
My Commission Expires
May 12, 2017
Vernon County
Commission #13551381

Paula Rae Feldmann
Notary Public, State of Missouri

EXHIBIT A

BEGIN AT A POINT THREE HUNDRED TWENTY (320) FEET SOUTH OF THE SOUTH LINE OF BARR STREET AND INTHE WEST LINE OF CLAY STREET, IN NEVADA, MISSOURI, RUN THENCE SOUTH WITH THE WEST LINE OF CLAY STREET ONE HUNDRED FOUR (104) FEET, THENCE WEST TWO HUNDRED FOURTEEN (214) FEET, THENCE NORTH ONE HUNDRED FOUR (104) FEET, THENCE EAST TWO HUNDRED FOURTEEN (214) FEET TO THE PLACE OF BEGINNING, BEING A PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION NINE (9), TOWNSHIP THIRTY-FIVE (35) NORTH, RANGE THIRTY-ONE (31) WEST OF THE FIFTH PRINCIPAL MERIDIAN.

Owners Name: Willa Lee
Address: 708 S Clay
Easement No.CS2-12

RIGHT-OF-WAY EASEMENT
Wastewater – City of Nevada, MO 2016

THIS INDENTURE is made on the 21 ST day of January, 2016, by and between WILLA MAE LEE TRUSTEE OF THE WILLA MAE LEE TRUST DATED 8-19-11, of Vernon County, Missouri, whose mailing address is 708 SOUTH CLAY, NEVADA MO 64772 hereinafter called **GRANTOR** and the City of Nevada, Missouri, of Vernon County, Missouri, a Missouri municipality of the third class organized under a Home Rule Charter, hereafter called **GRANTEE** whose address is City Hall, 110 S. Ash, Nevada, MO 64772,

WHEREAS, an old collector sewer line runs on the West side of the creek which runs north and south through Spring Street Park (and north to Wight Street) from Wight Street to South Street demanded long private service connections for the residences on Clay street to the East, which are substandard or deteriorating and threaten wastewater spills, and

WHEREAS, the city wishes to construct a new sewer collector line on the East side of said Creek and connect the same to the private service connections, all at City cost,

AND WHEREAS, GRANTOR owns land in the 700 block of South Clay Street with one of the private service connections, which is legally described shown on Exhibit A:

NOW THEREFORE, in consideration of Ten Dollars and Other Good and Valuable Consideration the receipt and adequacy of which is hereby acknowledged, **GRANTOR** does hereby grant, bargain and sell, convey and confirm unto **GRANTEE** and unto its successors and assigns:

1. A permanent easement for the new sewer line, hereafter described in Exhibit B, and

2. A temporary construction easement for the new sewer line, hereafter described in Exhibit B, and

3. A temporary easement to rebuild and connect at city expense such portions of the private service connection as the city concludes appears to be deteriorating, with right of ingress and egress thereto over adjacent land of **GRANTOR** for said purpose and for cleanup, regrading and seeding the surface to return it to original condition as nearly as reasonably feasible.

The temporary easement will expire and terminate at the end of the contractors warranty period of one year after completion of construction during which the contractor will be required to redress and complete cleanup and seeding. After completion of construction and termination of the temporary easement, the new private service line reverts to the owner and will be maintained by owner. The maintenance of the new sewer (collector) line will at all time be the sole responsibility of the City of Nevada.

Consideration includes the privileges, benefits mutually obtained and the following special provisions:

1. The small white storage shed east of the temporary and permanent easement as described in Exhibit "B" is not to be disturbed or relocated during the initial construction.

The easements' purpose is restricted to use for sewer transmission lines only. The permanent collector line easement is explicitly located by **GRANTOR** on the **easement description** stated in Exhibit B. The temporary Easement for the repair and replacement of portions of the private service line is restricted to 20 feet on either side of Grantor's private service connection line with access thereto across adjacent property of Grantor without damaging Grantor's improvements, shrubs and/or structures.

This instrument permits the **GRANTEE** to use the limited and restricted easement area to construct, operate, inspect, maintain, repair, rebuild, replace, remove and patrol a sewer line and essential appurtenances, customary and necessary in connection therewith, subject to the terms and restrictions set forth in this instrument.

Where access to the easement area from a public roadway is impractical or would visit damage upon the **GRANTOR**, the **GRANTEE** is permitted to reasonably obtain access to the easement area over adjacent lands of the **GRANTOR.**

IN WITNESS WHEREOF, GRANTORS have executed this instrument the day and year first above written.

Willa Mae Lee
Signature

Willa Mae Lee
Print Name

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **ss.**
COUNTY OF VERNON)

On this 21 day of January, 2016, before me appeared WILLA MAE LEE TRUSTEE OF THE WILLA MAE LEE TRUST DATED 8-19-11 to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that the execution of this instrument by each grantor is said grantor's free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

(SEAL)

AMBER BARKER
Comm. Exp. Jan. 03, 2020
NOTARY PUBLIC NOTARY SEAL
12287785
Vernon County
STATE OF MISSOURI

Amber Barker
Notary Public, State of Missouri

EXHIBIT A

LOTS TWO (2) AND SEVEN (7) OF BLOCK ELEVEN (11) OF WIGHT'S ADDITION OF 1888 TO THE CITY OF NEVADA, MISSOURI, AS PER THE RECORDED PLAT THEREOF; ALSO, VACATED ALLEY ADJOINING AND LYING BETWEEN SAID LOTS 2 AND 7, AND ALSO THE EAST ONE-HALF (E 1/2) OF VACATED WEST STREET ADJOINING SAID LOT 7 ON THE WEST.

EXHIBIT B

Permanent Sewer Easement:

A strip of land in Lot 7 of Block 11 in Wight's Addition of 1888 to the City of Nevada, Vernon County, Missouri, being 20.0 feet in width and lying 10.0 feet each side of the following described centerline as constructed:
Commencing at the Northeast corner of Lot 2 of said subdivision; thence N 87°37'50"W along the North line thereof, 250.60 feet to the Point Of Beginning of said centerline; thence S 02°21'27"W along said centerline, 10.42 feet; thence S 87°37'50"E along said centerline, 22.00 feet; thence S 02°24'48"W along said centerline, 69.58 feet to the Point Of Terminus of said centerline on the South line of the parent tract.

Sidelines being lengthened or shortened as required to end on property line.
Containing 0.05 acre (2040 square feet), more or less.
Basis of Bearings: Missouri State Plane Coordinate System, West Zone.

Temporary Construction Easement

A strip of land in Lot 7 of Block 11 in Wight's Addition of 1888 to the City of Nevada, Vernon County, Missouri, being 40.0 feet in width and lying 20.0 feet each side of the following described centerline as constructed:
Commencing at the Northeast corner of Lot 2 of said subdivision; thence N 87°37'50"W along the North line thereof, 250.60 feet to the Point Of Beginning of said centerline; thence S 02°21'27"W along said centerline, 10.42 feet; thence S 87°37'50"E along said centerline, 22.00 feet; thence S 02°24'48"W along said centerline, 69.58 feet to the Point Of Terminus of said centerline on the South line of the parent tract.

Sidelines being lengthened or shortened as required to end on property line.
Containing 0.09 acre (3869 square feet), more or less.
Basis of Bearings: Missouri State Plane Coordinate System, West Zone.

Owners Name: Amber & James Barker
Address: 808 S Clay
Easement No.CS2-9

RIGHT-OF-WAY EASEMENT
Wastewater – City of Nevada, MO 2016

THIS INDENTURE is made on the 7th day of January, 2016, by and between AMBER R. BARKER AND JAMES J. BARKER, husband and wife, of Vernon County, Missouri, whose mailing address is 808 SOUTH CLAY, NEVADA MO 64772 hereinafter called **GRANTOR** and the City of Nevada, Missouri, of Vernon County, Missouri, a Missouri municipality of the third class organized under a Home Rule Charter, hereafter called **GRANTEE** whose address is City Hall, 110 S. Ash, Nevada, MO 64772,

WHEREAS, an old collector sewer line runs on the West side of the creek which runs north and south through Spring Street Park (and north to Wight Street) from Wight Street to South Street demanded long private service connections for the residences on Clay street to the East, which are substandard or deteriorating and threaten wastewater spills, and

WHEREAS, the city wishes to construct a new sewer collector line on the East side of said Creek and connect the same to the private service connections, all at City cost,

AND WHEREAS, GRANTOR owns land in the 800 block of South Clay Street with one of the private service connections, which is legally **described shown on Exhibit A:**

NOW THEREFORE, in consideration of Ten Dollars and Other Good and Valuable Consideration the receipt and adequacy of which is hereby acknowledged, **GRANTOR** does hereby grant, bargain and sell, convey and confirm unto **GRANTEE** and unto its successors and assigns:

1. A permanent easement for the new sewer line, **hereafter described in Exhibit B**, and

2. A temporary construction easement for the new sewer line, hereafter described in Exhibit B, and

3. A temporary easement to rebuild and connect at city expense such portions of the private service connection as the city concludes appears to be deteriorating, with right of ingress and egress thereto over adjacent land of **GRANTOR** for said purpose and for cleanup, regrading and seeding the surface to return it to original condition as nearly as reasonably feasible.

The temporary easement will expire and terminate at the end of the contractors warranty period of one year after completion of construction during which the contractor will be required to redress and complete cleanup and seeding. After completion of construction and termination of the temporary easement, the new private service line reverts to the owner and will be maintained by owner. The maintenance of the new sewer (collector) line will at all time be the sole responsibility of the City of Nevada.

The easements' purpose is restricted to use for sewer transmission lines only. The permanent collector line easement is explicitly located by **GRANTOR** on the **easement description stated in Exhibit B.**

The temporary Easement for the repair and replacement of portions of the private service line is restricted to 20 feet on either side of Grantor's private service connection line with access thereto across adjacent property of Grantor without damaging Grantor's improvements, shrubs and/or structures.

This instrument permits the **GRANTEE** to use the limited and restricted easement area to construct, operate, inspect, maintain, repair, rebuild, replace, remove and patrol a sewer line and essential appurtenances, customary and necessary in connection therewith, subject to the terms and restrictions set forth in this instrument.

Where access to the easement area from a public roadway is impractical or would visit damage upon the **GRANTOR**, the **GRANTEE** is permitted to reasonably obtain access to the easement area over adjacent lands of the **GRANTOR.**

IN WITNESS WHEREOF, GRANTORS have executed this instrument the day and year first above written.

Amber R Barker
Signature

Amber R Barker
Print Name

Signature

James Barker
Print Name

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **ss.**
COUNTY OF VERNON)

On this 7th day of January, 2016, before me appeared AMBER R. BARKER to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that the execution of this instrument by each grantor is said grantor's free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

(SEAL)

Bailey Dawn Herbst
Notary Public, State of Missouri

BAILEY DAWN HERBST
My Commission Expires 04-15-2019
NOTARY PUBLIC NOTARY SEAL #15634841
Vernon County
STATE OF MISSOURI

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **ss.**
COUNTY OF VERNON)

On this 7th day of January, 2016, before me appeared JAMES J. BARKER to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that the execution of this instrument by each grantor is said grantor's free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

(SEAL)

Bailey Dawn Herbst
Notary Public, State of Missouri

BAILEY DAWN HERBST
My Commission Expires 04-15-2019
NOTARY PUBLIC NOTARY SEAL #15634841
Vernon County
STATE OF MISSOURI

EXHIBIT A

LOTS TWO (2), THREE (3), SIX (6), AND SEVEN (7) OF BLOCK FOURTEEN (14) OF WIGHT'S ADDITION OF 1888 TO THE CITY OF NEVADA, MISSOURI, AS PER THE RECORDED PLAT THEREOF.

EXHIBIT B

AMBER R. BARKER AND JAMES J. BARKER
Book 2015, Page 1364

PERM

A Tract of Land being part of Lots 6 and 7 in Block 14 of Shearer and Vogt Addition all in the City of Nevada, Vernon County, Missouri. Being described more fully as follows:

Commencing at the apparent West right-of-way line of Clay Street and the intersection of the apparent North right-of-way of now Vacated Barr Street;
Thence N02°22'24'E a distance of 80.00 feet along the said West line of Clay Street to the Southeast Corner of Parent Tract;
Thence N87°37'50"W a distance of 179.62 feet along the South line of said Tract to the Point of Beginning;

Thence N87°37'50"W a distance of 20.17 feet along said South line; Thence N04°59'38"W a distance of 40.14 feet; Thence N01°22'09"E a distance of 120.21 feet to the North line of said Tract; Thence S87°37'50"E a distance of 20.00 feet along said line; Thence S01°22'09"W a distance of 118.75 feet; Thence S04°59'38"E a distance of 41.61 feet to the Point of Beginning.

Containing 0.07 Acres (3207.11 Square Feet) more or less.

TEMP

A Tract of Land being part of Lots 6 and 7 in Block 14 of Shearer and Vogt Addition all in the City of Nevada, Vernon County, Missouri. Being described more fully as follows:

Commencing at the apparent West right-of-way line of Clay Street and the intersection of the apparent North right-of-way of now Vacated Barr Street;
Thence N02°22'24'E a distance of 80.00 feet along the said West line of Clay Street to the Southeast Corner of Parent Tract;
Thence N87°37'50"W a distance of 169.54 feet along the South line of said Tract to the Point of Beginning;

Thence N87°37'50"W a distance of 40.33 feet along said South line; Thence N04°59'38"W a distance of 39.40 feet; Thence N01°22'09"E a distance of 120.94 feet to the North line of said Tract; Thence S87°37'50"E a distance of 40.01 feet along said line; Thence S01°22'09"W a distance of 118.02 feet;Thence S04°59'38"E a distance of 42.35 feet to the Point of Beginning.

Containing 0.15Acres (6415.28 Square Feet) more or less.

Owners Name: Joyce Wallace
Address: 815 S Clay
Easement No.CS2-18

RIGHT-OF-WAY EASEMENT
Wastewater – City of Nevada, MO 2016

THIS INDENTURE is made on the 7th day of January 2016, by and between JOYCE HICKS WALLACE, AS TRUSTEE OF THE JOYCE HICKS WALLACE TRUST DATED JUNE 8, 2010 of Vernon County, Missouri, whose mailing address is P.O. Box 16, NEVADA MO 64772 hereinafter called **GRANTOR** and the City of Nevada, Missouri, of Vernon County, Missouri, a Missouri municipality of the third class organized under a Home Rule Charter, hereafter called **GRANTEE** whose address is City Hall, 110 S. Ash, Nevada, MO 64772,

WHEREAS, an old collector sewer line runs on the West side of the creek which runs north and south through Spring Street Park (and north to Wight Street) from Wight Street to South Street demanded long private service connections for the residences on Clay street to the East, which are substandard or deteriorating and threaten wastewater spills, and

WHEREAS, the city wishes to construct a new sewer collector line on the East side of said Creek and connect the same to the private service connections, all at City cost,

AND WHEREAS, GRANTOR owns land in the 800 block of South Clay Street with one of the private service connections, which is legally described shown on Exhibit A:

NOW THEREFORE, in consideration of Ten Dollars and Other Good and Valuable Consideration the receipt and adequacy of which is hereby acknowledged, **GRANTOR** does hereby grant, bargain and sell, convey and confirm unto **GRANTEE** and unto its successors and assigns:

1. A permanent easement for the new sewer line, hereafter described in Exhibit B, and

2. A temporary construction easement for the new sewer line, hereafter described in Exhibit B, and

3. A temporary easement to rebuild and connect at city expense such portions of the private service connection as the city concludes appears to be deteriorating, with right of ingress and egress thereto over adjacent land of **GRANTOR** for said purpose and for cleanup, regrading and seeding the surface to return it to original condition as nearly as reasonably feasible.

The temporary easement will expire and terminate at the end of the contractors warranty period of one year after completion of construction during which the contractor will be required to redress and complete cleanup and seeding. After completion of construction and termination of the temporary easement, the new private service line reverts to the owner and will be maintained by owner. The maintenance of the new sewer (collector) line will at all time be the sole responsibility of the City of Nevada.

The easements' purpose is restricted to use for sewer transmission lines only. The permanent collector line easement is explicitly located by **GRANTOR** on the **easement description** stated in Exhibit B. The temporary Easement for the repair and replacement of portions of the private service line is restricted to 20 feet on either side of Grantor's private service connection line with access thereto across adjacent property of Grantor without damaging Grantor's improvements, shrubs and/or structures.

This instrument permits the **GRANTEE** to use the limited and restricted easement area to construct, operate, inspect, maintain, repair, rebuild, replace, remove and patrol a sewer line and essential appurtenances, customary and necessary in connection therewith, subject to the terms and restrictions set forth in this instrument.

Where access to the easement area from a public roadway is impractical or would visit damage upon the **GRANTOR**, the **GRANTEE** is permitted to reasonably obtain access to the easement area over adjacent lands of the **GRANTOR.**

IN WITNESS WHEREOF, GRANTORS have executed this instrument the day and year first above written.

Joyce Wallace
Signature

Joyce Wallace
Print Name

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **ss.**
COUNTY OF VERNON)

On this 7th day of January, 2016, before me appeared JOYCE HICKS WALLACE, AS TRUSTEE OF THE JOYCE HICKS WALLACE TRUST DATED JUNE 8, 2010 to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that the execution of this instrument by each grantor is said grantor's free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

(SEAL)

BAILEY DAWN HERBST
My Commission Expires 04-15-2019
NOTARY PUBLIC NOTARY SEAL #15634841
Vernon County
STATE OF MISSOURI

Bailey Dawn Herbst
Notary Public, State of Missouri

EXHIBIT A

ALL OF LOT SIX (6) IN BLOCK FIFTEEN (15) OF WIGHT'S ADDITION OF 1888 TO THE CITY OF NEVADA, MISSOURI, AS PER THE RECORDED PLAT THEREOF.

EXHIBIT B

JOYCE HICKS WALLACE, AS TRUSTEE OF THE JOYCE HICKS WALLACE TRUST DATED JUNE 8, 2010

PERM

A Tract of Land being part of Lot 6 in Block 15 of Wight's Addition to the City of Nevada, Vernon County Missouri. Being described more fully as follows:

All of the West 15 feet of Lot 6 in Block 15 of Wight's Addition to the City of Nevada.

TEMP

A Tract of Land being part of Lot 6 in Block 15 of Wight's Addition to the City of Nevada, Vernon County Missouri. Being described more fully as follows:

All of the East 15 feet of the West 30 feet of Lot 6 in Block 15 of Wight's Addition to the City of Nevada.

Owners Name: Loren & Peggy Heathman
Address: 710 S Clay
Easement No.CS2-12

RIGHT-OF-WAY EASEMENT
Wastewater – City of Nevada, MO 2016

THIS INDENTURE is made on the 7th day of January, 2016, by and between LOREN H, HEATHMAN & PEGGY HEATHMAN, husband and wife, of Vernon County, Missouri, whose mailing address is 710 SOUTH CLAY, NEVADA MO 64772 hereinafter called **GRANTOR** and the City of Nevada, Missouri, of Vernon County, Missouri, a Missouri municipality of the third class organized under a Home Rule Charter, hereafter called **GRANTEE** whose address is City Hall, 110 S. Ash, Nevada, MO 64772,

WHEREAS, an old collector sewer line runs on the West side of the creek which runs north and south through Spring Street Park (and north to Wight Street) from Wight Street to South Street demanded long private service connections for the residences on Clay street to the East, which are substandard or deteriorating and threaten wastewater spills, and

WHEREAS, the city wishes to construct a new sewer collector line on the East side of said Creek and connect the same to the private service connections, all at City cost,

AND WHEREAS, GRANTOR owns land in the 700 block of South Clay Street with one of the private service connections, which is legally described shown on Exhibit A:

NOW THEREFORE, in consideration of Ten Dollars and Other Good and Valuable Consideration the receipt and adequacy of which is hereby acknowledged, **GRANTOR** does hereby grant, bargain and sell, convey and confirm unto **GRANTEE** and unto its successors and assigns:

1. A permanent easement for the new sewer line, hereafter described in Exhibit B, and

2. A temporary construction easement for the new sewer line, hereafter described in Exhibit B, and

3. A temporary easement to rebuild and connect at city expense such portions of the private service connection as the city concludes appears to be deteriorating, with right of ingress and egress thereto over adjacent land of **GRANTOR** for said purpose and for cleanup, regrading and seeding the surface to return it to original condition as nearly as reasonably feasible.

The temporary easement will expire and terminate at the end of the contractors warranty period of one year after completion of construction during which the contractor will be required to redress and complete cleanup and seeding. After completion of construction and termination of the temporary easement, the new private service line reverts to the owner and will be maintained by owner. The maintenance of the new sewer (collector) line will at all time be the sole responsibility of the City of Nevada.

The easements' purpose is restricted to use for sewer transmission lines only. The permanent collector line easement is explicitly located by **GRANTOR** on the **easement description** stated in Exhibit B. The temporary Easement for the repair and replacement of portions of the private service line is restricted to 20 feet on either side of Grantor's private service connection line with access thereto across adjacent property of Grantor without damaging Grantor's improvements, shrubs and/or structures.

This instrument permits the **GRANTEE** to use the limited and restricted easement area to construct, operate, inspect, maintain, repair, rebuild, replace, remove and patrol a sewer line and essential appurtenances, customary and necessary in connection therewith, subject to the terms and restrictions set forth in this instrument.

Where access to the easement area from a public roadway is impractical or would visit damage upon the **GRANTOR**, the **GRANTEE** is permitted to reasonably obtain access to the easement area over adjacent lands of the **GRANTOR.**

IN WITNESS WHEREOF, GRANTORS have executed this instrument the day and year first above written.

Loren Heathman
Signature

LOREN HEATHMAN
Print Name

Peggy Heathman
Signature

PEGGY HEATHMAN
Print Name

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **ss.**
COUNTY OF VERNON)

On this 7th day of January, 2016, before me appeared LOREN H, HEATHMAN to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that the execution of this instrument by each grantor is said grantor's free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

(SEAL)

BAILEY DAWN HERBST
My Commission Expires 04-15-2016
NOTARY PUBLIC NOTARY SEAL #15634841
Vernon County
STATE OF MISSOURI

Bailey Dawn Herbst
Notary Public, State of Missouri

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **ss.**
COUNTY OF VERNON)

On this 7th day of January, 2016, before me appeared PEGGY HEATHMAN to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that the execution of this instrument by each grantor is said grantor's free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

(SEAL)

Bailey Dawn Herbst
Notary Public, State of Missouri

BAILEY DAWN HERBST
My Commission Expires 04-15-2016
NOTARY PUBLIC NOTARY SEAL #15634841
Vernon County
STATE OF MISSOURI

EXHIBIT A

ALL OF LOTS THREE (3) AND SIX (6) IN BLOCK ELEVEN (11) OF WIGHT'S ADDITION OF 1888 TO THE CITY OF NEVADA, AS PER THE RECORDED PLAT THEREOF, ALL IN VERNON COUNTY, MISSOURI.

EXHIBIT B

Loren H. Heathman and Peggy Heathman - Book 515, Page 84

Permanent Sewer Easement:

A strip of land in Lot 6 of Block 11 in Wight's Addition of 1888 to the City of Nevada, Vernon County, Missouri, being 20.0 feet in width and lying 10.0 feet each side of the following described centerline as constructed:
Commencing at the Northeast corner of Lot 4 of said subdivision; thence N 87°37'50"W along the North line thereof, 228.71 feet to the Point Of Beginning of said centerline; thence N 02°24'48"E along said centerline, 80.00 feet to the Point Of Terminus of said centerline on the North line of the parent tract.

Containing 0.04 acre (1600 square feet), more or less.
Basis of Bearings: Missouri State Plane Coordinate System, West Zone.

Access Easement:

The North 7.5 feet of that part of Lot 6 lying east of the above described Sewer Easement and the North 7.5 feet of Lot 3, all in Block 11 of Wight's Addition of 1888 to the City of Nevada, Vernon County, Missouri.

Temporary Construction Easement

A strip of land in Lot 6 of Block 11 in Wight's Addition of 1888 to the City of Nevada, Vernon County, Missouri, being 40.0 feet in width and lying 20.0 feet each side of the following described centerline as constructed:
Commencing at the Northeast corner of Lot 4 of said subdivision; thence N 87°37'50"W along the North line thereof, 228.71 feet to the Point Of Beginning of said centerline; thence N 02°24'48"E along said centerline, 80.00 feet to the Point Of Terminus of said centerline on the North line of the parent tract.

Containing 0.07 acre (3200 square feet), more or less.
Basis of Bearings: Missouri State Plane Coordinate System, West Zone.

Owners Name: Candi Colopy
Address: 725 S Clay
Easement No.CS2-20

RIGHT-OF-WAY EASEMENT
Wastewater – City of Nevada, MO 2016

THIS INDENTURE is made on the 8th day of January 2016, by and between CANDI F PETTIBON (COLOPY) AND TONY PETTIBON, husband and wife, of Vernon County, Missouri, whose mailing address is 16914 S 1250 RD, NEVADA MO 64772 hereinafter called **GRANTOR** and the City of Nevada, Missouri, of Vernon County, Missouri, a Missouri municipality of the third class organized under a Home Rule Charter, hereafter called **GRANTEE** whose address is City Hall, 110 S. Ash, Nevada, MO 64772,

WHEREAS, an old collector sewer line runs on the West side of the creek which runs north and south through Spring Street Park (and north to Wight Street) from Wight Street to South Street demanded long private service connections for the residences on Clay street to the East, which are substandard or deteriorating and threaten wastewater spills, and

WHEREAS, the city wishes to construct a new sewer collector line on the East side of said Creek and connect the same to the private service connections, all at City cost,

AND WHEREAS, GRANTOR owns land in the 700 block of South Clay Street with one of the private service connections, which is legally described shown on Exhibit A:

NOW THEREFORE, in consideration of Ten Dollars and Other Good and Valuable Consideration the receipt and adequacy of which is hereby acknowledged, **GRANTOR** does hereby grant, bargain and sell, convey and confirm unto **GRANTEE** and unto its successors and assigns:

1. A permanent easement for the new sewer line, hereafter described in Exhibit B, and

2. A temporary construction easement for the new sewer line, hereafter described in Exhibit B, and

3. A temporary easement to rebuild and connect at city expense such portions of the private service connection as the city concludes appears to be deteriorating, with right of ingress and egress thereto over adjacent land of **GRANTOR** for said purpose and for cleanup, regrading and seeding the surface to return it to original condition as nearly as reasonably feasible.

The temporary easement will expire and terminate at the end of the contractors warranty period of one year after completion of construction during which the contractor will be required to redress and complete cleanup and seeding. After completion of construction and termination of the temporary easement, the new private service line reverts to the owner and will be maintained by owner. The maintenance of the new sewer (collector) line will at all time be the sole responsibility of the City of Nevada.

The easements' purpose is restricted to use for sewer transmission lines only. The permanent collector line easement is explicitly located by **GRANTOR** on the **easement description** stated in Exhibit B. The temporary Easement for the repair and replacement of portions of the private service line is restricted to 20 feet on either side of Grantor's private service connection line with access thereto across adjacent property of Grantor without damaging Grantor's improvements, shrubs and/or structures.

This instrument permits the **GRANTEE** to use the limited and restricted easement area to construct, operate, inspect, maintain, repair, rebuild, replace, remove and patrol a sewer line and essential appurtenances, customary and necessary in connection therewith, subject to the terms and restrictions set forth in this instrument.

Where access to the easement area from a public roadway is impractical or would visit damage upon the **GRANTOR**, the **GRANTEE** is permitted to reasonably obtain access to the easement area over adjacent lands of the **GRANTOR.**

IN WITNESS WHEREOF, GRANTORS have executed this instrument the day and year first above written.

Candi F. Pettibon
Signature

Candi F. Pettibon
Print Name

Tony Lee Pettibon
Signature

Tony Lee Pettibon
Print Name

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **ss.**
COUNTY OF VERNON)

On this 8th day of January, 2016, before me appeared CANDI F PETTIBON (COLOPY) to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that the execution of this instrument by each grantor is said grantor's free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

(SEAL)

BAILEY DAWN HERBST
My Commission Expires 04-15-2019
NOTARY PUBLIC NOTARY SEAL #15634841
Vernon County
STATE OF MISSOURI

Bailey Dawn Herbst
Notary Public, State of Missouri

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **ss.**
COUNTY OF VERNON)

On this 8th day of January, 2016, before me appeared TONY PETTIBON to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that the execution of this instrument by each grantor is said grantor's free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

(SEAL)

BAILEY DAWN HERBST
My Commission Expires 04-15-2019
NOTARY PUBLIC NOTARY SEAL #15634841
Vernon County
STATE OF MISSOURI

Bailey Dawn Herbst
Notary Public, State of Missouri

EXHIBIT A

ALL OF LOT FIVE (5) IN BLOCK TEN (10) OF WIGHT'S ADDITION OF 1888 TO THE CITY OF NEVADA, MISSOURI, TOGETHER WITH THE WEST HALF (W 1/2) OF THE RECORDED PLAT THEREOF. SUBJECT TO ANY PART LYING IN THE PUBLIC ROADWAY.

EXHIBIT B

CANDI F COLOPY

PERM

A Tract of Land being part of Lot 5 in Block 10 of Wight's Addition to the City of Nevada, Vernon County Missouri. Being described more fully as follows:

All of the West 15 feet of Lot 5 in Block 10 of Wight's Addition to the City of Nevada.

TEMP

A Tract of Land being part of Lot 5 in Block 10 of Wight's Addition to the City of Nevada, Vernon County Missouri. Being described more fully as follows:

All of the East 15 feet of the West 30 feet of Lot 5 in Block 10 of Wight's Addition to the City of Nevada.

Owners Name: Debra Ellis
Address: 810 S Clay
Easement No.CS2-8

RIGHT-OF-WAY EASEMENT
Wastewater – City of Nevada, MO 2016

THIS INDENTURE is made on the 15 day of January, 2016, by and between DEBRA L. ELLIS, a single person, of Vernon County, Missouri, whose mailing address is 810 SOUTH CLAY, NEVADA MO 64772 hereinafter called **GRANTOR** and the City of Nevada, Missouri, of Vernon County, Missouri, a Missouri municipality of the third class organized under a Home Rule Charter, hereafter called **GRANTEE** whose address is City Hall, 110 S. Ash, Nevada, MO 64772,

WHEREAS, an old collector sewer line runs on the West side of the creek which runs north and south through Spring Street Park (and north to Wight Street) from Wight Street to South Street demanded long private service connections for the residences on Clay street to the East, which are substandard or deteriorating and threaten wastewater spills, and

WHEREAS, the city wishes to construct a new sewer collector line on the East side of said Creek and connect the same to the private service connections, all at City cost,

AND WHEREAS, GRANTOR owns land in the 800 block of south Clay Street with one of the private service connections, which is legally described shown on Exhibit A:

NOW THEREFORE, in consideration of Ten Dollars and Other Good and Valuable Consideration the receipt and adequacy of which is hereby acknowledged, **GRANTOR** does hereby grant, bargain and sell, convey and confirm unto **GRANTEE** and unto its successors and assigns:

1. A permanent easement for the new sewer line, hereafter described in Exhibit B, and

2. A temporary construction easement for the new sewer line, hereafter described in Exhibit B, and

3. A temporary easement to rebuild and connect at city expense such portions of the private service connection as the city concludes appears to be deteriorating, with right of ingress and egress thereto over adjacent land of **GRANTOR** for said purpose and for cleanup, regrading and seeding the surface to return it to original condition as nearly as reasonably feasible.

The temporary easement will expire and terminate at the end of the contractors warranty period of one year after completion of construction during which the contractor will be required to redress and complete cleanup and seeding. After completion of construction and termination of the temporary easement, the new private service line reverts to the owner and will be maintained by owner. The maintenance of the new sewer (collector) line will at all time be the sole responsibility of the City of Nevada.

The easements' purpose is restricted to use for sewer transmission lines only. The permanent collector line easement is explicitly located by **GRANTOR** on the **easement description** stated in Exhibit B. The temporary Easement for the repair and replacement of portions of the private service line is restricted to 20 feet on either side of Grantor's private service connection line with access thereto across adjacent property of Grantor without damaging Grantor's improvements, shrubs and/or structures.

This instrument permits the **GRANTEE** to use the limited and restricted easement area to construct, operate, inspect, maintain, repair, rebuild, replace, remove and patrol a sewer line and essential appurtenances, customary and necessary in connection therewith, subject to the terms and restrictions set forth in this instrument.

Where access to the easement area from a public roadway is impractical or would visit damage upon the **GRANTOR**, the **GRANTEE** is permitted to reasonably obtain access to the easement area over adjacent lands of the **GRANTOR.**

IN WITNESS WHEREOF, GRANTORS have executed this instrument the day and year first above written.

Debra L. Ellis
Signature

Debra L. Ellis
Print Name

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **ss.**
COUNTY OF VERNON)

On this 15 day of January, 2016, before me appeared DEBRA L. ELLIS, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that the execution of this instrument by each grantor is said grantor's free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

(SEAL)

Notary Public, State of Missouri

CANDACE MARIE HAMPTON
Notary Public – Notary Seal
State of Missouri, Vernon County
Commission # 15247884
My Commission Expires Nov. 3, 2019

EXHIBIT A

LOTS FOUR (4) AND FIVE (5) OF BLOCK FOURTEEN (14) OF WIGHT'S ADDITION OF 1888 TO THE CITY OF NEVADA, MISSOURI, AS PER THE RECORDED PLAT THEREOF, AND THAT PART OF THE VACATED ALLEY LYING BETWEEN SAID LOTS 4 AND 5 THEREOF, EXCEPT ANY PART OF BARR STREET LYING ON THE SOUTH SIDE OF LOTS 4 AND 5, BLOCK FOURTEEN (14), WIGHT'S ADDITION OF 1888, NOW VACATED.

EXHIBIT B

DEBRA L ELLIS 502/584

PERM

A Tract of Land being part of Lot 5 in Block 14 of Shearer and Vogt Addition all in the City of Nevada, Vernon County, Missouri. Being described more fully as follows:

Commencing at the apparent West right-of-way line of Clay Street and the intersection of the apparent North right-of-way of now Vacated Barr Street also being the Southeast Corner of said Parent Tract;
Thence N87°37'50'W a distance of 169.28 feet along the South line of said Tract to the Point of Beginning;

Thence N87°37'50"W distance of 20.17 feet along said South line;
Thence N04°59'38"W a distance of 80.67 feet to the North line of said Tract;
Thence S87°37'50"E a distance of 20.17 feet along said North line;
Thence S04°59'38"E a distance of 80.67 feet to the Point of Beginning.

Containing 0.04 Acres (1613.30 Square Feet) more or less.

TEMP

A Tract of Land being part of Lot 5 in Block 14 of Shearer and Vogt Addition and part of now Vacated Barr Street all in the City of Nevada, Vernon County, Missouri. Being described more fully as follows:

Commencing at the apparent West right-of-way line of Clay Street and the intersection of the apparent North right-of-way of now Vacated Barr Street also being the Southeast Corner of said Parent Tract;
Thence N87°37'50'W a distance of 159.19 feet along the South line of said Tract to the Point of Beginning;

Thence N87°37'50"W distance of 40.81 feet along said South line;
Thence N02°28'37"E a distance of 3.61 feet;
Thence N04°59'38"W a distance of 77.02 feet to the North line of said Tract;
Thence S87°37'50"E a distance of 40.33 feet along said North line;
Thence S04°59'38"E a distance of 80.67 feet to the Point of Beginning.

Containing 0.07 Acres (3227.46 Square Feet) more or less.

Owners Name: John Green & John & Michelle Nelson
Address: 906 S Clay
Easement No. CS2-5

TEMPORARY EASEMENT
Wastewater – City of Nevada, MO 2016

THIS INDENTURE is made on the 12 day of January, 2016, by and between JOHN C. GREEN JR., A SINGLE PERSON AND JOHN H. NELSON AND MICHELLE P. NELSON, HUSBAND AND WIFE, of Vernon County, Missouri, whose mailing address is 906 SOUTH CLAY, NEVADA MO 64772 hereinafter called **GRANTOR** and the City of Nevada, Missouri, of Vernon County, Missouri, a Missouri municipality of the third class organized under a Home Rule Charter, hereafter called **GRANTEE** whose address is City Hall, 110 S. Ash, Nevada, MO 64772,

WHEREAS, an old collector sewer line runs on the West side of the creek which runs north and south through Spring Street Park (and north to Wight Street) from Wight Street to South Street demanded long private service connections for the residences on Clay street to the East, which are substandard or deteriorating and threaten wastewater spills, and

WHEREAS, the city wishes to construct a new sewer collector line on the East side of said Creek and connect the same to the private service connections, all at City cost,

AND WHEREAS, GRANTOR owns land in the 900 block of South Clay Street with one of the private service connections, which is legally described shown on Exhibit A:

NOW THEREFORE, in consideration of Ten Dollars and Other Good and Valuable Consideration the receipt and adequacy of which is hereby acknowledged, **GRANTOR** does hereby grant, bargain and sell, convey and confirm unto **GRANTEE** and unto its successors and assigns:

1. A temporary easement to rebuild and connect at city expense such portions of the private service connection as the city concludes appears to be deteriorating, with right of ingress and egress thereto over adjacent land of **GRANTOR** for said purpose and for cleanup, regrading and seeding the surface to return it to original condition as nearly as reasonably feasible.

The temporary easement will expire and terminate at the end of the contractors warranty period of one year after completion of construction during which the contractor will be required to redress and complete cleanup and seeding. After completion of construction and termination of the temporary easement, the new private service line reverts to the owner and will be maintained by owner. The maintenance of the new sewer (collector) line will at all time be the sole responsibility of the City of Nevada.

The temporary Easement for the repair and replacement of portions of the private service line is restricted to 20 feet on either side of Grantor's private service connection line with access thereto across adjacent property of Grantor.

This instrument permits the **GRANTEE** to use the limited and restricted easement area to construct, operate, inspect, maintain, repair, rebuild, replace, remove and patrol a sewer line and essential appurtenances, customary and necessary in connection therewith, subject to the terms and restrictions set forth in this instrument.

Where access to the easement area from a public roadway is impractical or would visit damage upon the **GRANTOR**, the **GRANTEE** is permitted to reasonably obtain access to the easement area over adjacent lands of the **GRANTOR.**

IN WITNESS WHEREOF, GRANTORS have executed this instrument the day and year first above written.

Signature	John C Green Jr Print Name
Signature	John Nelson Print Name
Signature	Michelle Nelson Print Name

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **ss.**
COUNTY OF VERNON)

On this 12 day of January, 2016, before me appeared JOHN C. GREEN to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that the execution of this instrument by each grantor is said grantor's free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

(SEAL)

AMBER BARKER
Comm. Exp. Jan. 03, 2020
NOTARY PUBLIC NOTARY SEAL
12287785
Vernon County
STATE OF MISSOURI

Amber Barker
Notary Public, State of Missouri

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **ss.**
COUNTY OF VERNON)

On this 12 day of January, 2016, before me appeared JOHN H. NELSON to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that the execution of this instrument by each grantor is said grantor's free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

(SEAL)

AMBER BARKER
Comm. Exp. Jan. 03, 2020
NOTARY PUBLIC NOTARY SEAL
12287785
Vernon County
STATE OF MISSOURI

Amber Barker
Notary Public, State of Missouri

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **ss.**
COUNTY OF VERNON)

On this 12 day of January, 2016, before me appeared MICHELLE P. NELSON to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that the execution of this instrument by each grantor is said grantor's free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

(SEAL)

AMBER BARKER
Comm. Exp. Jan. 03, 2020
NOTARY PUBLIC NOTARY SEAL
12287785
Vernon County
STATE OF MISSOURI

Amber Barker
Notary Public, State of Missouri

EXHIBIT A

BEGIN AT A POINT 80 FEET SOUTH OF THE SOUTH LINE OF BARR STREET, IF EXTENDED, AND IN THE WEST LINE OF CLAY STREET, IN THE CITY OF NEVADA, MISSOURI, RUN THENCE WEST PARALLEL TO THE SOUTH LINE OF BARR STREET, IF EXTENDED, A DISTANCE OF 160 FEET, THENCE SOUTH PARALLEL TO THE WEST LINE OF CLAY STREET A DISTANCE OF 80 FEET, THENCE EAST PARALLEL TO THE SOUTH LINE OF BARR STREET, IF EXTENDED, A DISTANCE OF 160 FEET, THENCE NORTH TO THE PLACE OF BEGINNING, ALL BEING A PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 31WEST, VERNON COUNTY, MISSOURI.

Owners Name: Foxie & Brenda Sumner
Address: 902 S Clay
Easement No. CS2-6

TEMPORARY EASEMENT
Wastewater – City of Nevada, MO 2016

THIS INDENTURE is made on the 12 day of January, 2016, by and between FOXIE C. SUMNER & BRENDA G. SUMNER, HUSBAND AND WIFE, of Vernon County, Missouri, whose mailing address is 902 SOUTH CLAY, NEVADA MO 64772 hereinafter called **GRANTOR** and the City of Nevada, Missouri, of Vernon County, Missouri, a Missouri municipality of the third class organized under a Home Rule Charter, hereafter called **GRANTEE** whose address is City Hall, 110 S. Ash, Nevada, MO 64772,

WHEREAS, an old collector sewer line runs on the West side of the creek which runs north and south through Spring Street Park (and north to Wight Street) from Wight Street to South Street demanded long private service connections for the residences on Clay street to the East, which are substandard or deteriorating and threaten wastewater spills, and

WHEREAS, the city wishes to construct a new sewer collector line on the East side of said Creek and connect the same to the private service connections, all at City cost,

AND WHEREAS, GRANTOR owns land in the 900 block of South Clay Street with one of the private service connections, which is legally described shown on Exhibit A:

NOW THEREFORE, in consideration of Ten Dollars and Other Good and Valuable Consideration the receipt and adequacy of which is hereby acknowledged, **GRANTOR** does hereby grant, bargain and sell, convey and confirm unto **GRANTEE** and unto its successors and assigns:

1. A temporary easement to rebuild and connect at city expense such portions of the private service connection as the city concludes appears to be deteriorating, with right of ingress and egress thereto over adjacent land of **GRANTOR** for said purpose and for cleanup, regrading and seeding the surface to return it to original condition as nearly as reasonably feasible.

The temporary easement will expire and terminate at the end of the contractors warranty period of one year after completion of construction during which the contractor will be required to redress and complete cleanup and seeding. After completion of construction and termination of the temporary easement, the new private service line reverts to the owner and will be maintained by owner. The maintenance of the new sewer (collector) line will at all time be the sole responsibility of the City of Nevada.

The temporary Easement for the repair and replacement of portions of the private service line is restricted to 20 feet on either side of Grantor's private service connection line with access thereto across adjacent property of Grantor.

This instrument permits the **GRANTEE** to use the limited and restricted easement area to construct, operate, inspect, maintain, repair, rebuild, replace, remove and patrol a sewer line and essential appurtenances, customary and necessary in connection therewith, subject to the terms and restrictions set forth in this instrument.

Where access to the easement area from a public roadway is impractical or would visit damage upon the **GRANTOR**, the **GRANTEE** is permitted to reasonably obtain access to the easement area over adjacent lands of the **GRANTOR.**

IN WITNESS WHEREOF, GRANTORS have executed this instrument the day and year first above written.

Foxie C Sumner
Signature

Foxie C Sumner
Print Name

Brenda Sumner
Signature

Brenda Sumner
Print Name

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **ss.**
COUNTY OF VERNON)

On this 12 day of January, 2016, before me appeared FOXIE C. SUMNER to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that the execution of this instrument by each grantor is said grantor's free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

(SEAL)

AMBER BARKER
Comm. Exp. Jan. 03, 2020
NOTARY PUBLIC NOTARY SEAL
12287785
Vernon County
STATE OF MISSOURI

Amber Barker
Notary Public, State of Missouri

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **ss.**
COUNTY OF VERNON)

On this 12 day of January, 2016, before me appeared BRENDA G. SUMNER to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that the execution of this instrument by each grantor is said grantor's free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

(SEAL)

AMBER BARKER
Comm. Exp. Jan. 03, 2020
NOTARY PUBLIC NOTARY SEAL
12287785
Vernon County
STATE OF MISSOURI

Amber Barker
Notary Public, State of Missouri

EXHIBIT A

ALL OE THE FOLLOWING DESCRIBED TRACT: BEGIN AT A POINT IN THE SOUTH LINE OF BARR STREET. IF EXTENDED, AND IN THE WEST LINE OF CLAY STREET IN THE CITY OF NEVADA, MISSOURI, THENCE SOUTH 80 FEET, THENCE WEST PARALLEL TO THE SOUTH LINE OF BARR STREET 160 FEET, THENCE NORTH PARALLEL TO THE WEST LINE OF CLAY STREET 80 FEET, THENCE EAST TO THE PLACE OF BEGINNING, BEING A PART OF THE NW 1/4 OF THE SW1/4 AND OF THE SW 1/4 OF THE NW 1/4 OF SECTION 9, TOWNSHIP 35 NORTH. RANGE 31 WEST, TOGETHER WITH THE SOUTH HALF (S 1/2) OF VACATED BARR STREET ADJOINING THE ABOVE DESCRIBED LOT ON THE NORTH THEREOF. SUBJECT TO ANY PART LYING IN THE PUBLIC ROAD. AND SUBJECT TO ANY EASEMENTS,

.

Owners Name: Dennis Hignutt
Address: 755 S Clay
Easement No.CS2-21

RIGHT-OF-WAY EASEMENT
Wastewater – City of Nevada, MO 2016

THIS INDENTURE is made on the 20th day of January 2016, by and between DENNIS CHARLES HIGNUTT of Vernon County, Missouri, whose mailing address is 715 SOUTH CLAY, NEVADA MO 64772 hereinafter called **GRANTOR** and the City of Nevada, Missouri, of Vernon County, Missouri, a Missouri municipality of the third class organized under a Home Rule Charter, hereafter called **GRANTEE** whose address is City Hall, 110 S. Ash, Nevada, MO 64772,

WHEREAS, an old collector sewer line runs on the West side of the creek which runs north and south through Spring Street Park (and north to Wight Street) from Wight Street to South Street demanded long private service connections for the residences on Clay street to the East, which are substandard or deteriorating and threaten wastewater spills, and

WHEREAS, the city wishes to construct a new sewer collector line on the East side of said Creek and connect the same to the private service connections, all at City cost,

AND WHEREAS, GRANTOR owns land in the 700 block of South Clay Street with one of the private service connections, which is legally described shown on Exhibit A:

NOW THEREFORE, in consideration of Ten Dollars and Other Good and Valuable Consideration the receipt and adequacy of which is hereby acknowledged, **GRANTOR** does hereby grant, bargain and sell, convey and confirm unto **GRANTEE** and unto its successors and assigns:

1. A permanent easement for the new sewer line, hereafter described in Exhibit B, and

2. A temporary construction easement for the new sewer line, hereafter described in Exhibit B, and

3. A temporary easement to rebuild and connect at city expense such portions of the private service connection as the city concludes appears to be deteriorating, with right of ingress and egress thereto over adjacent land of **GRANTOR** for said purpose and for cleanup, regrading and seeding the surface to return it to original condition as nearly as reasonably feasible.

The temporary easement will expire and terminate at the end of the contractors warranty period of one year after completion of construction during which the contractor will be required to redress and complete cleanup and seeding. After completion of construction and termination of the temporary easement, the new private service line reverts to the owner and will be maintained by owner. The maintenance of the new sewer (collector) line will at all time be the sole responsibility of the City of Nevada.

The easements' purpose is restricted to use for sewer transmission lines only. The permanent collector line easement is explicitly located by **GRANTOR** on the **easement description** stated in Exhibit B. The temporary Easement for the repair and replacement of portions of the private service line is restricted to 20 feet on either side of Grantor's private service connection line with access thereto across adjacent property of Grantor without damaging Grantor's improvements, shrubs and/or structures.

This instrument permits the **GRANTEE** to use the limited and restricted easement area to construct, operate, inspect, maintain, repair, rebuild, replace, remove and patrol a sewer line and essential appurtenances, customary and necessary in connection therewith, subject to the terms and restrictions set forth in this instrument.

Where access to the easement area from a public roadway is impractical or would visit damage upon the **GRANTOR**, the **GRANTEE** is permitted to reasonably obtain access to the easement area over adjacent lands of the **GRANTOR.**

IN WITNESS WHEREOF, GRANTORS have executed this instrument the day and year first above written.

Dennis C. Hignett
Signature

DENNIS C. HIGNETT
Print Name

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **ss.**
COUNTY OF VERNON)

On this 20th day of January, 2016, before me appeared DENNIS CHARLES HIGNUTT to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that the execution of this instrument by each grantor is said grantor's free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

(SEAL)

Bailey Dawn Herbst
Notary Public, State of Missouri

BAILEY DAWN HERBST
My Commission Expires 04-15-2019
NOTARY PUBLIC NOTARY SEAL #15634841
Vernon County
STATE OF MISSOURI

EXHIBIT A

ALL OF LOT SIX (6) AND THE SOUTH TWENTY (20) FEET OF LOT SEVEN (7) OF BLOCK TEN (10) OF WIGHT'S ADDITION OF 1888 TO THE CITY OF NEVADA, MISSOURI, AND THE WEST HALF (W 1/2) OF THE VACATED ALLEY LYING ON THE EAST OF SAID LOTS.

EXHIBIT B

DENNIS CHARLES HIGNUTT

PERM

A Tract of Land being part of Lot 6 of Block 10 in Wight's Addition to the City of Nevada, Vernon County Missouri. Being described more fully as follows:

All of the west 15 feet of Lot 6 of Block 10 in Wight's Addition to the City of Nevada.

TEMP

A Tract of Land being part of Lot 6 of Block 10 in Wight's Addition to the City of Nevada, Vernon County Missouri. Being described more fully as follows:

All of the east 15 feet of the west 30 feet of Lot 6 of Block 10 in Wight's Addition to the City of Nevada.