

BILL NO. 2020-037

ORDINANCE NO. 8333

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, ACCEPTING RIGHT-OF-WAY EASEMENTS FOR A SEWER EXTENSION IN THE 800 BLOCK OF NORTH MAIN STREET.

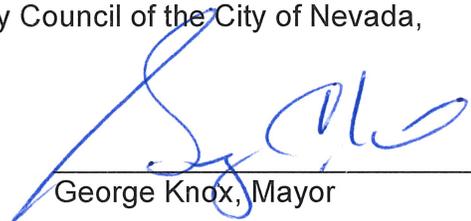
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI THAT:

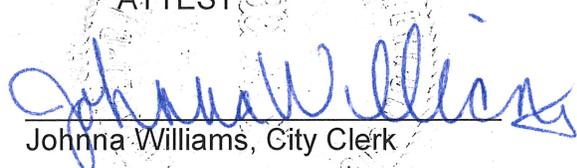
**Section 1.** The easements attached hereto and incorporated herein by reference granting easements for sewer improvements associated with sewer main replacement in the 800 Block of North Main Street are hereby accepted.

**Section 2.** 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 5th day of May, 2020.

  
\_\_\_\_\_  
George Knox, Mayor

(seal)  
ATTEST  
  
\_\_\_\_\_  
Johnna Williams, City Clerk

**AGENDA ITEM**

April, 21, 2020

Subject: 800 N. Main Sewer Extension

Department: Public Works

Property owners in the 800 Block of North Main has granted the City a permanent easement to relocate a damaged sewer main.

Recorded In Vernon County, Missouri



Recording Date/Time: 05/11/2020 at 10:44:48 AM

Book: 2020 Page: 973

Instr #: 2020R00978

Pages: 4

Fee: \$33.00 S 20200000981

CITY OF NEVADA



**Title of Document:** Right-of-Way Easement

**Date of Document:** May 5, 2020

**Grantor(s):** McInroy Properties, LLC

**Grantee(s):** City of Nevada

**Mailing Address(s):** Attn: City Clerk, 110 S. Ash, Nevada, MO 64772

**Legal Description:** Tract 6: All of the North Sixty (60) Feet of Lot Two (2) In Brown's Addition. Tract 7: The North Twenty (20) Feet of Lot One (1) and the South Twenty (20) Feet of Lot Two (2) of Brown's Addition.

**Reference Book and Page(s):**

Owners Name: McInroy Properties, LLC  
Address: 808 & 814 N Main  
Easement No. MA-03

**RIGHT-OF-WAY EASEMENT**  
**Wastewater – City of Nevada, MO 2020**

**THIS INDENTURE** is made on the 31 day of MARCH, 2020 by and between MCINROY PROPERTIES, LLC, a limited Liability Company, organized in the State of Missouri, whose mailing address is P.O. Box 201, 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**, the city wishes to construct a new sewer collector line in the 800 block of North Main Street and connect the same to the private service connections, all at City cost,

**AND WHEREAS**, **GRANTOR** owns land in the 800 Block of North Main Street with two of the private service connections, which is legally described as:

TRACT 6: ALL OF THE NORTH SIXTY (60) FEET OF LOT TWO (2) IN BROWN'S ADDITION

TRACT 7: THE NORTH TWENTY (20) FEET OF LOT ONE (1) AND THE SOUTH TWENTY (20) FEET OF LOT TWO (2) OF BROWN'S ADDITION

**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 is 20 feet in width centered of the installed new sewer line,  
and
2. A temporary construction easement 40 feet in width of the installed new sewer line,  
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 wherein. 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 \_\_\_\_\_ *Nathan D. McInerney Properties LLC*

*NATHAN D. MCINERNEY*  
Print Name \_\_\_\_\_

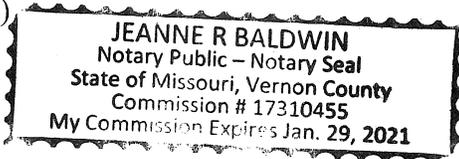
**ACKNOWLEDGMENT**

STATE OF MISSOURI            )  
  ) ss.  
COUNTY OF VERNON         )

On this 31 day of March, 2020, before me appeared NATHAN D. MCINROY, Managing Member of MCINROY PROPERTIES, LLC, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as managing member of MCINROY PROPERTIES, LLC, and that the instrument constitutes the free and voluntary act and deed of said LLC duly authorized and directed by its members.

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

(SEAL)



*Jeanne R Baldwin*  
\_\_\_\_\_  
Notary Public, State of Missouri

Recorded in Vernon County, Missouri



Recording Date/Time: 05/11/2020 at 10:44:49 AM

Book: 2020 Page: 974

Instr #: 2020R00979

Pages: 4

Fee: \$33.00 S 20200000981

CITY OF NEVADA



Shelly Baldwin  
Recorder of Deeds

**Title of Document:** Right-of-Way Easement

**Date of Document:** May 5, 2020

**Grantor(s):** Max H. Hudson (Deceased) and Shirley A. Hudson Co-Trustees of the Max H. Hudson and Shirley A. Hudson Trust

**Grantee(s):** City of Nevada

**Mailing Address(s):** Attn: City Clerk, 110 S. Ash, Nevada, MO 64772

**Legal Description:** All of the South Eighty (80) Feet of Lot One (1) of Brown's Addition.

**Reference Book and Page(s):**

Owners Name: Max & Shirley Hudson Trust  
Address: 804 N Main  
Easement No. MA-02

**RIGHT-OF-WAY EASEMENT**  
**Wastewater – City of Nevada, MO 2020**

**THIS INDENTURE** is made on the 13 day of April, 2020 by and between MAX H. HUDSON (DECEASED) AND SHIRLEY A. HUDSON CO-TRUSTEES OF THE MAX H. HUDSON AND SHIRLEY A. HUDSON TRUST DATED 2-23-2010 of Vernon County, Missouri, whose mailing address is 25110 SOUTH 2225 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**, the city wishes to construct a new sewer collector line in the 800 block of North Main Street and connect the same to the private service connections, all at City cost,

**AND WHEREAS**, **GRANTOR** owns land in the 800 Block of North Main Street with one of the private service connections, which is legally described as:

ALL OF THE SOUTH EIGHTY (80) FEET OF LOT ONE (1) OF BROWN'S ADDITION

**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 is 20 feet in width centered of the installed new sewer line,  
and
2. A temporary construction easement 40 feet in width of the installed new sewer line,  
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 wherein. 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

SHIRLEY A HUDSON  
Print Name

Witnessed by: Ellen R Hall

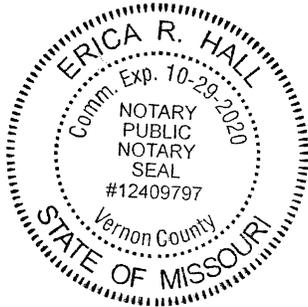
**ACKNOWLEDGMENT**

STATE OF MISSOURI            )  
  ) ss.  
COUNTY OF VERNON         )

On this 13<sup>th</sup> day of April, 2020, before me appeared SHIRLEY A. HUDSON CO-TRUSTEES OF THE MAX H. HUDSON (DECEASED) AND SHIRLEY A. HUDSON TRUST DATED 2-23-2010 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. Governor Parson's Executive Order 20-08 on April 6, 2020 suspended face-to-face contact for Notary due to the COVID-19 pandemic.

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

(SEAL)



Erica R. Hall  
Notary Public, State of Missouri