

BILL NO. 2018-034

ORDINANCE NO. 8241

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

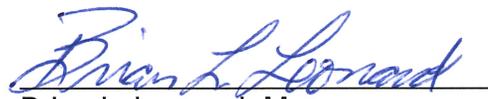
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI THAT:

Section 1. The easements attached hereto and incorporated herein by reference granting easements for sewer improvements associated with the Sycamore Street Sewer Project 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 4th day of December, 2018.



Brian L. Leonard, Mayor

(seal)
ATTEST



Joanna Williams, Deputy City Clerk

AGENDA ITEM
November 20, 2018

Subject: Sycamore Street Sewer Project

Department: Administration

Attached are permanent easements granted to the City by five property owners for the Sycamore Street Sewer Project.

Recorded in Vernon County, Missouri



Recording Date/Time: 12/14/2018 at 11:26:30 AM

Instr #: 2018R03311

Book: 2018 Page: 3290

Type: EASE

Pages: 5

Fee: \$36.00 S 20180002654

NEVADA CITY OF



Title of Document: Right-of-Way Easement

Date of Document: October 23, 2018

Grantor(s): Shauna Horn

Grantee(s): City of Nevada

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

Legal Description:

Reference Book and Page(s):

Owners Name: Shauna Horn
Address: 421 East Sycamore
Easement No. SYC-02

TEMPORARY RIGHT-OF-WAY EASEMENT
Wastewater – City of Nevada, MO 2018

THIS INDENTURE is made on the 23rd day of October, 2018, by and between SHAUNA R. HORN of Vernon County, Missouri, whose mailing address is 421 EAST SYCAMORE ST, 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, the city wishes to construct a new sewer collector line in the 400 block of East Sycamore and 300 Block of South Lynn and connect the same to the private service connections, all at City cost,

AND WHEREAS, **GRANTOR** owns land in the 400 Block of East Sycamore Street which is legally described as:

THE WEST SIXTY (6) FEET OF LOT EIGHT (8) OF BLOCK TWELVE (12) OF DOBSON'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 temporary construction easement for the new sewer line, hereafter described in Exhibit B, and
2. 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:

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 A. 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.

Shauna Horn
Signature

Shauna Horn
Print Name

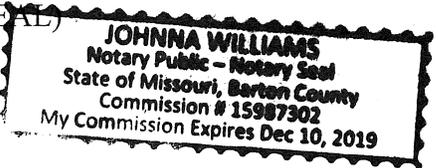
ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF VERNON)

On this 23rd day of October, 2018, before me appeared SHAUNA R. HORN 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)



Johnna Williams
Notary Public, State of Missouri

EXHIBIT A

Horn, Shauna R.

TEMPORARY CONSTRUCTION EASEMENT

The West 20 feet of Lot 8 in Block 12 of Dodson's Addition to the City of Nevada, Vernon County, Missouri. ALONG WITH a tract lying 20 feet each side of the sewer service line to be installed for the residence being served thereby.

Recorded In Vernon County, Missouri



Recording Date/Time: 12/14/2018 at 11:26:31 AM

Instr #: 2018R03312

Book: 2018 Page: 3291

Type: EASE

Pages: 6

Fee: \$39.00 S 20180002654

NEVADA CITY OF



Title of Document: Right-of-Way Easement

Date of Document: October 23, 2018

Grantor(s): Maurice High

Grantee(s): City of Nevada

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

Legal Description: The north sixty five (65) feet of lot six (6) except the north three (3) feet of the east ten (10) feet of lot six (6) thereof of block twelve (12) of Dodson's Addition.

Reference Book and Page(s):

Owners Name: Maurice High
Address: 321 S Lynn
Easement No. SYC-01

RIGHT-OF-WAY EASEMENT
Wastewater – City of Nevada, MO 2018

THIS INDENTURE is made on the 23rd day of October, 2018, by and between MAURICE HIGH of Vernon County, Missouri, whose mailing address is 321 SOUTH LYNN, 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, the city wishes to construct a new sewer collector line in the 400 block of East Sycamore and 300 Block of South Lynn and connect the same to the private service connections, all at City cost,

AND WHEREAS, **GRANTOR** owns land in the 300 Block of South Lynn 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.

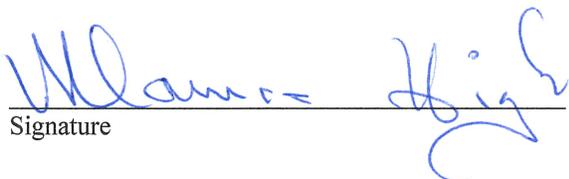
Consideration includes the privileges, benefits mutually obtained and the following special provisions:

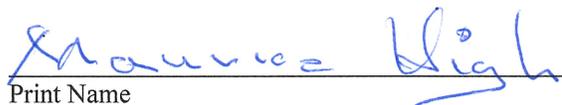
The easements' purpose is restricted to use for sewer transmission lines only. The permanent collector line easement is explicitly located by **GRANTOR** on the **easement description** stated in Exhibit B. The temporary Easement for the repair and replacement of portions of the private service line 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

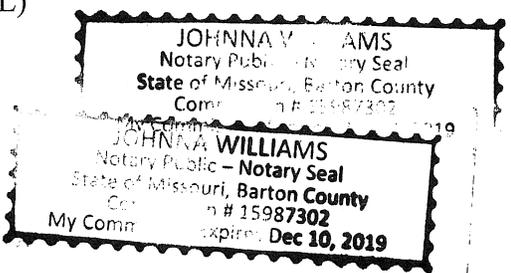
ACKNOWLEDGMENT

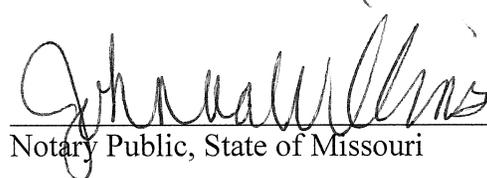
STATE OF MISSOURI)
) ss.
COUNTY OF VERNON)

On this 23rd day of October, 2018, before me appeared MAURICE HIGH 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

EXHIBIT A

THE NORTH SIXTY FIVE (65) FEET OF LOT SIX (6) EXCEPT THE NORTH THREE (3) FEET OF THE EAST TEN (10) FEET OF LOT SIX (6) THEREOF OF BLOCK TWELVE (12) OF DODSON'S ADDITION

EXHIBIT B

High, Maurice
Book 482, Page 183

PERMANENT EASEMENT

The East 20 feet of the North 65 feet of Lot 6, LESS AND EXCEPT the North 3 feet of the West 10 feet thereof, in Block 12 of Dodson's Addition to the City of Nevada, Vernon County, Missouri.

TEMPORARY CONSTRUCTION EASEMENT

The West 20 feet of the East 40 feet of the North 65 feet of Lot 6, LESS AND EXCEPT the North 3 feet thereof, in Block 12 of Dodson's Addition to the City of Nevada, Vernon County, Missouri. ALONG WITH a tract lying 20 feet each side of the sewer service line to be installed for the residence being served thereby.

Recorded In Vernon County, Missouri



Recording Date/Time: 12/14/2018 at 11:26:32 AM

Instr #: 2018R03313

Book: 2018 Page: 3292

Type: EASE

Pages: 5

Fee: \$36.00 S 20180002654



Doug Shupe
Recorder of Deeds

NEVADA CITY OF

Title of Document: Right-of-Way Easement

Date of Document: October 25, 2018

Grantor(s): Gayla Gibbs

Grantee(s): City of Nevada

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

Legal Description:

Reference Book and Page(s):

Owners Name: Gayla Gibbs
Address: 309 S Lynn
Easement No. SYC-06

RIGHT-OF-WAY EASEMENT
Wastewater – City of Nevada, MO 2018

THIS INDENTURE is made on the 25th day of October, 2018, by and between GAYLA C. GIBBS of Vernon County, Missouri, whose mailing address is PO BOX 551, 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, the city wishes to construct a new sewer collector line in the 400 block of East Sycamore and 300 Block of South Lynn and connect the same to the private service connections, all at City cost,

AND WHEREAS, **GRANTOR** owns land in the 300 Block of South Lynn Street with one of the private service connections, which is legally described shown on Exhibit A:

THE NORTH THRITY-ONE (31) FEET OF LOT FIVE (5) AND THE SOUTH TWENTY (20) FEET OF LOT FOUR (4) EXCEPT THE EAST TEN (1) FEET THEREOF, IN BLOCK TWELVE (12) OF DOBSON'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 for the new sewer line, hereafter described in Exhibit A, and
2. A temporary construction easement for the new sewer line, hereafter described in Exhibit A, 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 A. 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

EXHIBIT A

Gibbs, Gayla
Book 364, Page 347

PERMANENT EASEMENT

The West 10 feet of the East 20 feet of the North 31 feet of Lot 5 AND the West 10 feet of the East 20 feet of the South 20 feet of Lot 4, all in Block 12 of Dodson's Addition to the City of Nevada, Vernon County, Missouri.

TEMPORARY CONSTRUCTION EASEMENT

The West 20 feet of the East 40 feet of the North 31 feet of Lot 5 AND the West 20 feet of the East 40 feet of the South 20 feet of Lot 4 all in Block 12 of Dodson's Addition to the City of Nevada, Vernon County, Missouri. ALONG WITH a tract lying 20 feet each side of the sewer service line to be installed for the residence being served thereby.

Recorded in Vernon County, Missouri



Recording Date/Time: 12/14/2018 at 11:26:33 AM

Instr #: 2018R03314

Book: 2018 Page: 3293

Type: EASE

Pages: 5

Fee: \$36.00 S 20180002654



Doug Shupe
Recorder of Deeds

NEVADA CITY OF

Title of Document: Right-of-Way Easement

Date of Document: October 30, 2018

Grantor(s): Ronald Schulze

Grantee(s): City of Nevada

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

Legal Description:

Reference Book and Page(s):

Owners Name: Ronald E Schulze
Address: 303 S Lynn
Easement No. SYC-07

RIGHT-OF-WAY EASEMENT
Wastewater – City of Nevada, MO 2018

THIS INDENTURE is made on the 30th day of October, 2018, by and between RONALD E SCHULZE of Vernon County, Missouri, whose mailing address is 303 SOUTH LYNN ST, 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, the city wishes to construct a new sewer collector line in the 400 block of East Sycamore and 300 Block of South Lynn and connect the same to the private service connections, all at City cost,

AND WHEREAS, **GRANTOR** owns land in the 300 Block of South Elm Street and 300 and 400 Block of South Lynn with one of the private service connections, which is legally described as:

THE NORTH SIXTY (60) FEET OF LOT FIVE (5) OF BLOCK TWELVE (12) OF DOBSON'S ADDITION

THE EAST TEN (10) FEET OF THE SOUTH TWENTY (20) FEET OF LOT FOUR (4) OF BLOCK TWELVE (12) OF DOBSON'S ADDITION

LOT ONE (1) AND THE NORTH TWENTY (20) FEET OF LOT TWO (2) EXCEPT THE EAST SIXTY (60) FEET OF LOT ONE (1) AND THE EAST SIXTY (60) FEET OF THE NORTH TWENTY (20) FEET OF LOT TWO (2) IN BLOCK THIRTEEN (13) OF DOBSON'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 for the new sewer line, hereafter described in Exhibit A, and
2. A temporary construction easement for the new sewer line, hereafter described in Exhibit A, 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.

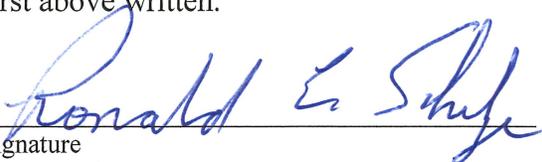
Consideration includes the privileges, benefits mutually obtained and the following special provisions:

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 A. 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

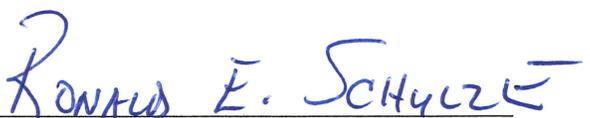

Print Name

EXHIBIT A

Schulze, Ronald E.
Book 2018, Page 742

PERMANENT EASEMENT

The East 20 feet of Lot 4, LESS AND EXCEPT the South 20 feet of the West 10 feet thereof, in Block 12 of Dodson's Addition to the City of Nevada, Vernon County, Missouri.

TEMPORARY CONSTRUCTION EASEMENT

The West 20 feet of the East 40 feet of Lot 4, LESS AND EXCEPT the South 20 feet thereof, in Block 12 of Dodson's Addition to the City of Nevada, Vernon County, Missouri. ALONG WITH a tract lying 20 feet each side of the sewer service line to be installed for the residence being served thereby.

A tract lying 20 feet each side of the sewer service line to be installed for Lot 1 and the North 20 feet of Lot 2, LESS AND EXCEPT the East 60 feet of Lot 1 and the East 60 feet of the North 20 feet of Lot 2, in Block 13 of Dodson's Addition to the City of Nevada, Vernon County, Missouri.

Recorded in Vernon County, Missouri



Recording Date/Time: 12/14/2018 at 11:26:34 AM

Instr #: 2018R03315

Book: 2018 Page: 3294

Type: EASE

Pages: 5

Fee: \$36.00 S 20180002654

NEVADA CITY OF



Title of Document: Right-of-Way Easement

Date of Document: October 24, 2018

Grantor(s): Bryan Keith and Renda Sue Armstrong

Grantee(s): City of Nevada

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

Legal Description:

Reference Book and Page(s):

Owners Name: Helen Armstrong
Address: 318 S Elm
Easement No. SYC-04

RIGHT-OF-WAY EASEMENT
Wastewater – City of Nevada, MO 2018

THIS INDENTURE is made on the 24th day of October, 2018, by and between BRYAN KEITH ARMSTRONG AND RENDA SUE ARMSTRONG of Vernon County, Missouri, whose mailing address is 318 SOUTH ELM ST, 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, the city wishes to construct a new sewer collector line in the 400 block of East Sycamore and 300 Block of South Lynn and connect the same to the private service connections, all at City cost,

AND WHEREAS, **GRANTOR** owns land in the 300 Block of South Elm Street which is legally described as:

THE EAST TEN (10) FEET OF LOT FIVE (5) AND ALL OF LOT TEN (10) AND THE SOUTH TEN (10) FEET OF LOT ELEVEN (11) ALL IN BLOCK TWELVE (12) OF DODSON'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 for the new sewer line, hereafter described in Exhibit A, and
2. A temporary construction easement for the new sewer line, hereafter described in Exhibit A, 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.

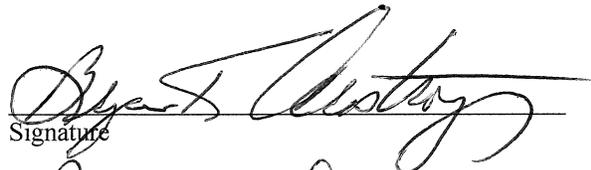
Consideration includes the privileges, benefits mutually obtained and the following special provisions:

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 A. 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


Signature


Print Name

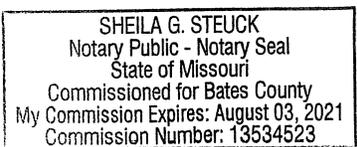
ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF VERNON)

On this 24 day of October, 2018, before me appeared BRYAN KEITH ARMSTRONG 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)



Sheila G. Steuck

Notary Public, State of Missouri

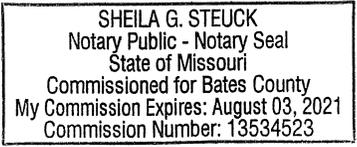
ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF VERNON)

On this 24 day of October, 2018, before me appeared RENDA SUE ARMSTRONG 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)



Sheila G. Steuck

Notary Public, State of Missouri

EXHIBIT A

Armstrong, Helen

PERMANENT EASEMENT

The West 5 feet of Lot 10 in Block 12 of Dodson's Addition to the City of Nevada, Vernon County, Missouri.

TEMPORARY CONSTRUCTION EASEMENT

The West 20 feet of Lot 10 AND the West 20 feet of the South 10 feet of Lot 11, all in Block 12 of Dodson's Addition to the City of Nevada, Vernon County, Missouri. ALONG WITH a tract lying 20 feet each side of the sewer service line to be installed for the residence being served thereby.

Recorded in Vernon County, Missouri



Recording Date/Time: 12/14/2018 at 11:26:35 AM

Instr #: 2018R03316

Book: 2018 Page: 3295

Type: EASE

Pages: 5

Fee: \$36.00 & 20180002654



Doug Shupe
Recorder of Deeds

NEVADA CITY OF

Title of Document: Right-of-Way Easement

Date of Document: October 31, 2018

Grantor(s): Steve & Leah Threlkeld

Grantee(s): City of Nevada

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

Legal Description:

Reference Book and Page(s):

Owners Name: Steve & Leah Threlkeld
Address: 311S Lynn
Easement No. SYC-03

RIGHT-OF-WAY EASEMENT
Wastewater – City of Nevada, MO 2018

THIS INDENTURE is made on the 31st day of October, 2018, by and between STEVE & LEAH THRELKELD of Vernon County, Missouri, whose mailing address is 311 SOUTH LYNN ST, 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, the city wishes to construct a new sewer collector line in the 400 block of East Sycamore and 300 Block of South Lynn and connect the same to the private service connections, all at City cost,

AND WHEREAS, **GRANTOR** owns land in the 300 Block of South Lynn Street with one of the private service connections, which is legally described as:

TRACT 1: THE SOUTH FORTH-NINE (4) FEET OF LOT FIVE (50 EXCEPT THE EAST TEN (10) FETT THEREOF IN BLOCK TWELVE (12) OF DODSON'S ADDITION

TRACT 2: THE NORTH THREE (3) FEET OF LOT SIX (6) EXCEPT THE EAST TEN (10) FEET THERE IN BLOCK TWELVE (12) OF DOBSON'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 for the new sewer line, hereafter described in Exhibit A, and
2. A temporary construction easement for the new sewer line, hereafter described in Exhibit A, 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:

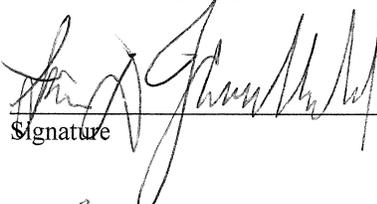
1. Privacy fence along east property line will be replaced if damaged or removed during construction.
2. Portable building on easement area will be moved to accommodate construction and placed back in location on said property determined by **GRANTOR**.

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 A. 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**.

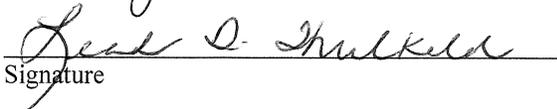
IN WITNESS WHEREOF, GRANTORS have executed this instrument the day and year first above written.



Signature

Steve D Threlkeld

Print Name



Signature

Leah P. Threlkeld

Print Name

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF VERNON)

On this 31st day of October, 2018, before me appeared STEVE THRELKELD 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.



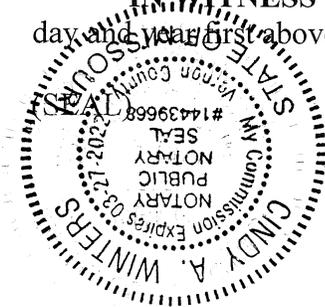
Cindy A. Winters
Notary Public, State of Missouri

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF VERNON)

On this 31st day of October, 2018, before me appeared LEAH THRELKELD 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.



Cindy A. Winters
Notary Public, State of Missouri

EXHIBIT A

Threlkeld, Steve D. & Leah D.
Book 414, Page 66

PERMANENT EASEMENT

The West 10 feet of the East 20 feet of the South 49 feet of Lot 5 AND the West 10 feet of the East 20 feet of the North 3 feet of Lot 6, all in Block 12 of Dodson's Addition to the City of Nevada, Vernon County, Missouri.

TEMPORARY CONSTRUCTION EASEMENT

The West 20 feet of the East 40 feet of the South 49 feet of Lot 5 AND the West 20 feet of the East 40 feet of the North 3 feet of Lot 6, all in Block 12 of Dodson's Addition to the City of Nevada, Vernon County, Missouri. ALONG WITH a tract lying 20 feet each side of the sewer service line to be installed for the residence being served thereby.

Recorded in Vernon County, Missouri



Recording Date/Time: 12/14/2018 at 11:26:36 AM

Instr #: 2018R03317

Book: 2018 Page: 3296

Type: EASE

Pages: 5

Fee: \$36.00 S 20180002654



Doug Shupe
Recorder of Deeds

Title of Document: Right-of-Way Easement

Date of Document: October 31, 2018

Grantor(s): Robert and Constance Palmer

Grantee(s): City of Nevada

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

Legal Description:

Reference Book and Page(s):

Owners Name: Robert & Constance Palmer
Address: NE Lynn & Sycamore
Easement No. SYC-05

RIGHT-OF-WAY EASEMENT
Wastewater – City of Nevada, MO 2018

THIS INDENTURE is made on the 3/31 day of October, 2018, by and between ROBERT W. & CONSTANCE L. PALMER of Vernon County, Missouri, whose mailing address is 21483 E K HWY, 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, the city wishes to construct a new sewer collector line in the 400 block of East Sycamore and 300 Block of South Lynn and connect the same to the private service connections, all at City cost,

AND WHEREAS, GRANTOR owns land in the 300 Block of South Lynn Street with one of the private service connections, which is legally described as:

ALL OF LOT SEVEN (7) AND THE SOUTH FIFTEEN (15) FEET OF LOT SIX (6) IN BLOCK TWELVE (12) OF DODSON'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 for the new sewer line, hereafter described in Exhibit A, and
2. A temporary construction easement for the new sewer line, hereafter described in Exhibit A, 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 Grantor shall have the privilege of one (1) no charge hook-up connection fee for residential sewer service on the above described legal property valued at \$600.00, except that all labor, material, cost and expenses incident to the installation and connection to the public sewer system shall be borne by the Grantor.

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 A. 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.

Robert W. Palmer
Signature

Robert W. Palmer
Print Name

Connie L. Palmer
Signature

CONNIE L. PALMER
Print Name

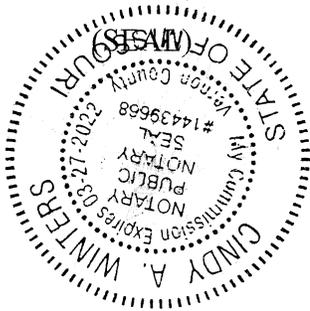
ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF VERNON)

On this 31st day of October, 2018, before me appeared ROBERT W. PALMER 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.

Cindy A. Winters
Notary Public, State of Missouri



ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF VERNON)

On this 31st day of October, 2018, before me appeared CONSTANCE L. PALMER 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.

Cindy A. Winters
Notary Public, State of Missouri



EXHIBIT A

Palmer, Robert W. & Constance L.
Book 477, Page 38

PERMANENT EASEMENT

The East 20 feet of Lot 7 AND the East 20 feet of the South 15 feet of Lot 6, all in Block 12 of Dodson's Addition to the City of Nevada, Vernon County, Missouri.

TEMPORARY CONSTRUCTION EASEMENT

The West 20 feet of the East 40 feet of Lot 7 AND the West 20 feet of the East 40 feet of the South 15 feet of Lot 6, all in Block 12 of Dodson's Addition to the City of Nevada, Vernon County, Missouri. ALONG WITH a tract lying 20 feet each side of the sewer service line to be installed for the residence being served thereby.