

BILL NO. 2017-079

ORDINANCE NO. 8207

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

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

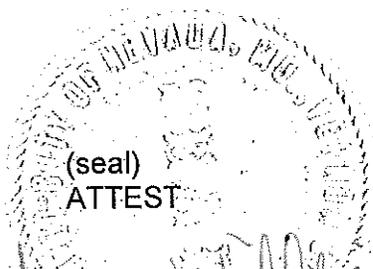
Section 1. The easements attached hereto and incorporated herein by reference granting easements for sewer improvements associated with the 1000 Block South Spring Sewer Project is hereby accepted.

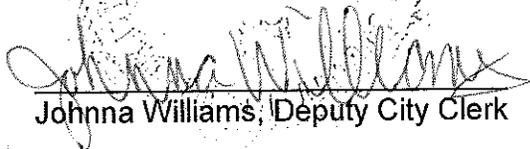
Section 2. The Council finds that the Planning Commission held a public hearing for which notice was duly published and the acceptance of the sewer easements come with a positive recommendation by that body.

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 2nd day of January, 2018.




Johnna Williams, Deputy City Clerk


Brian L. Leonard, Mayor

AGENDA ITEM
December 19, 2017

Subject: South Spring Street Sewer Project

Department: Administration

Sewer improvements are planned for the 1000 Block of South Spring. Easements were secured from nine property owners.

The Planning Commission reviewed the project at their September 12, 2017 regular meeting and voted unanimously to send a positive recommendation to approve the sewer main location.

Recorded in Vernon County, Missouri



Recording Date/Time: 01/02/2018 at 10:49:30 AM

Instr #: 2018R00002

Book: 2018 Page: 2

Type: EASE

Pages: 5

Fee: \$36.00 S 2018000001



Doug Shupe
Recorder of Deeds

NEVADA CITY OF

Title of Document: Right of Way Easement

Date of Document: January 2, 2018

Grantor(s): Berry K. McClure & Teresa F. McClure

Grantee(s): City of Nevada

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

Legal Description: All of lot seventeen (17) of Lee Addition to the City of Nevada, Vernon County, Missouri, per the recorded plat thereof.

Reference Book and Page(s):

Owners Name: Berry & Teresa McClure
Address: 1003 S Elizabeth
Easement No. 3

RIGHT-OF-WAY EASEMENT
Wastewater – City of Nevada, MO 2017

THIS INDENTURE is made on the 26th day of December, 2017, by and between BERRY K. MCCLURE and TERESA F. MCCLURE, Husband and wife of Vernon County, Missouri, whose mailing address is 1003 SOUTH ELIZABETH STREET, 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 1000 Block of South Spring Street and connect the same to the private service connections, all at City cost,

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 LOT SEVENTEEN (17) OF LEE ADDITION TO THE CITY OF NEVADA, VERNON COUNTY, MISSOURI, AS PER THE RECORDED PLAT THEREOF

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 20 feet in width as described in Exhibit A attached hereto and incorporated herein by reference.

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 City's warranty period of one year after completion of construction during which the City 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. Zoysia grass to be removed and transplanted. If Zoysia grass is damaged during removal or transplanting or does not take hold during growing season new Zoysia plugs will be planted at the City cost
2. Grantor will be reimbursed \$150.00 dollars for watering.
3. Existing landscaping is not be disturbed without owners consent.

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 and licensed irrevocably so long as service is potentially available to the property, to obtain access to the easement area over adjacent lands of the **GRANTOR** by utilizing **GRANTOR's** gates and the access routes which appear customarily used or designated by **GRANTOR** for access and egress to the relevant easement description.

Consideration includes the privileges and benefits mutually obtained. The improvement will allow wastewater service to be available and will enhance property value. The **GRANTEE** will make a considerable investment on the easement description.

This instrument is specifically intended in good faith and fair dealing to meet or exceed all statutory, common law or public policy requirements. Any uncertainty will be resolved to give force and effect to the specific intent of the parties, and both parties waive any statutory, common law, or public policy option to seek vacation of this instrument.

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

Berry K McClure
Teresa J. McClure

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF VERNON)

On this 26th day of December, 2017, before me appeared BERRY K. MCCLURE, 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.

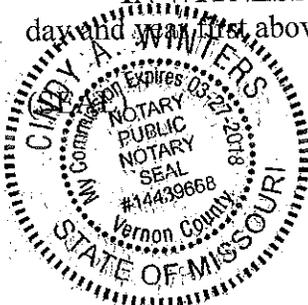


Cindy A. Winters
Notary Public, State of Missouri

STATE OF MISSOURI)
) ss.
COUNTY OF VERNON)

On this 26th day of December, 2017, before me appeared TERESA F. MCCLURE, 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

BERRY MCCLURE
TERESA MCCLURE
1003 S ELIZABETH ST
NEVADA MO 64772

PERM ESMNT

A Tract of Land being part of Lot 17 in Lee's Addition to the City of Nevada, Vernon County, Missouri in Section 8 Township 35 North Range 31 West. Being described more fully as follows:

Commencing at the Southeast Corner of said Lot 17;
Thence N87°57'44"W a distance of 23.22 feet along the South line of Lot 17 to the Point of Beginning;

Thence N87°57'44"W a distance of 20.71 feet along said South line;
Thence N13°00'30"W a distance of 22.75 feet;
Thence N76°59'30"E a distance of 20.00 feet;
Thence S13°00'30"E a distance of 28.12 feet to the Point of Beginning.

Containing 0.01 Acres (508.69 Square Feet) more or less.

TEMP ESMNT

A Tract of Land being part of Lot 17 in Lee's Addition to the City of Nevada, Vernon County, Missouri in Section 8 Township 35 North Range 31 West. Being described more fully as follows:

Commencing at the Southeast Corner of said Lot 17;
Thence N87°57'44"W a distance of 12.86 feet along the South line of Lot 17 to the Point of Beginning;

Thence N87°57'44"W a distance of 41.42 feet along said South line;
Thence N13°00'30"W a distance of 30.06 feet;
Thence N76°59'30"E a distance of 40.00 feet;
Thence S13°00'30"E a distance of 40.81 feet to the Point of Beginning.

Containing 0.03 Acres (1417.37 Square Feet) more or less.

Recorded in Vernon County, Missouri



Recording Date/Time: 01/02/2018 at 10:49:31 AM

Instr #: 2018R00003

Book: 2018 Page: 3

Type: EASE

Pages: 5

Fee: \$36.00 S 20180000001



Doug Shupe
Recorder of Deeds

NEVADA CITY OF

Title of Document: Right of Way Easement

Date of Document: January 2, 2018

Grantor(s): Michael W. Turnbull and Christopher Glenn Posy

Grantee(s): City of Nevada

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

Legal Description: The east half (e ½) of lots eleven (11) and twelve (12) of Lee's Addition to the City of Nevada, Vernon County, Missouri, per the recorded plat thereof.

Reference Book and Page(s):

Owners Name: Chris Posey
Address: 701 W Burton
Easement No. 9

RIGHT-OF-WAY EASEMENT
Wastewater – City of Nevada, MO 2017

THIS INDENTURE is made on the 18th day of December, 2017, by and between MICHAEL W. TURNBULL and CHRISTOPHER GLENN POSY, AS JOINT TENANTS AND NOT AS TENANTS IN COMMON of Vernon County, Missouri, whose mailing address is 701 W BURTON, 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 1000 Block of South Spring Street and connect the same to the private service connections, all at City cost,

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:

THE EAST HALF (E ½) OF LOTS ELEVEN (11) AND TWELVE (12) OF LEE'S ADDITION TO THE CITY OF NEVADA, VERNON COUNTY, MISSOURI, PER THE RECORDED PLAT THEREOF

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 30 feet in width as described in Exhibit A attached hereto and incorporated herein by reference.

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 City's warranty period of one year after completion of construction during which the City 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 25 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 and licensed irrevocably so long as service is potentially available to the property, to obtain access to the easement area over adjacent lands of the **GRANTOR** by utilizing **GRANTOR's** gates and the access routes which appear customarily used or designated by **GRANTOR** for access and egress to the relevant easement description.

Consideration includes the privileges and benefits mutually obtained. The improvement will allow wastewater service to be available and will enhance property value. The **GRANTEE** will make a considerable investment on the easement description.

This instrument is specifically intended in good faith and fair dealing to meet or exceed all statutory, common law or public policy requirements. Any uncertainty will be resolved to give force and effect to the specific intent of the parties, and both parties waive any statutory, common law, or public policy option to seek vacation of this instrument.

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

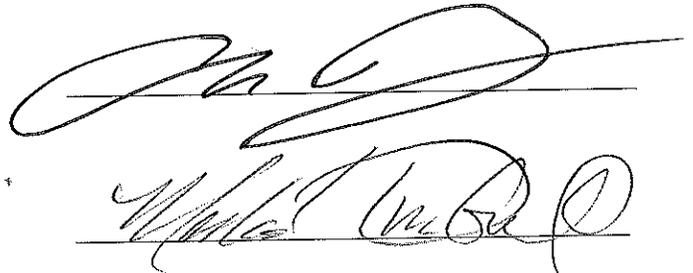


EXHIBIT A

MICHAEL TURNBULL
CHRIS POSEY
701 W BURTON ST
NEVADA MO 64772

PERM ESMNT

A Tract of Land being part of the East-Half of Lot 12 in Lee's Addition to the City of Nevada, Vernon County, Missouri in Section 8 Township 35 North Range 31 West. Being described more fully as follows:

Beginning at the Northeast Corner of said Lot 12;
Thence S02°02'16"W a distance of 30.00 feet along the East line of said Lot 12 and the apparent West right-of-way line of Spring Street;
Thence N87°57'44"W a distance of 79.96 feet to the west line of Parent Tract;
Thence N01°58'10"E a distance of 30.00 feet to the North line of said Lot 12;
Thence S87°57'44"E a distance of 80.00 feet along said North line to the Point of Beginning.

Containing 0.06 Acres (2399.46 Feet) more or less.

TEMP ESMNT

A Tract of Land being part of the East-Half of Lot 12 in Lee's Addition to the City of Nevada, Vernon County, Missouri in Section 8 Township 35 North Range 31 West. Being described more fully as follows:

Commencing at the Northeast Corner of said Lot 12;
Thence S02°02'16"W a distance of 30.00 feet along the East line of said Lot 12 and the apparent West right-of-way line of Spring Street to the Point of Beginning;

Thence S02°02'16"W a distance of 20.00 feet along said East line of Lot 12 and the apparent West line of Spring Street;
Thence N87°57'44"W a distance of 79.94 feet to the west line of Parent Tract;
Thence N01°58'10"E a distance of 20.00 feet;
Thence S87°57'44"E a distance of 79.96 feet to the Point of Beginning.

Containing 0.04 Acres (1599.05 Feet) more or less.

Recorded in Vernon County, Missouri



Recording Date/Time: 01/02/2018 at 10:49:32 AM

Instr #: 2018R00004

Book: 2018 Page: 4

Type: EASE

Pages: 5

Fee: \$36.00 S 2018000001

NEVADA CITY OF



Title of Document: Right of Way Easement

Date of Document: January 2, 2018

Grantor(s): Claudia R. Thorns

Grantee(s): City of Nevada

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

Legal Description: Lot sixteen (16) of Lee Addition to the City of Nevada, Vernon County, Missouri, as per the recorded plat thereof.

Reference Book and Page(s):

Owners Name: CLAUDIA R. THORNS
Address: 1007 S Elizabeth
Easement No. 4

RIGHT-OF-WAY EASEMENT
Wastewater – City of Nevada, MO 2017

THIS INDENTURE is made on the 28th day of Nov., 2017, by and between CLAUDIA R. THORNS, a single person of Vernon County, Missouri, whose mailing address is 1007 SOUTH ELIZABETH STREET, 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 1000 Block of South Spring Street and connect the same to the private service connections, all at City cost,

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:

**LOT SIXTEEN (16) OF LEE ADDITION TO THE CITY OF NEVADA,
VERNON COUNTY, MISSOURI, AS PER THE RECORDED PLAT THEREOF**

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 20 feet in width as described in Exhibit A attached hereto and incorporated herein by reference.
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 City's warranty period of one year after completion of construction during which the City 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. No tress are to be removed without owners consent.

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 and licensed irrevocably so long as service is potentially available to the property, to obtain access to the easement area over adjacent lands of the **GRANTOR** by utilizing **GRANTOR's** gates and the access routes which appear customarily used or designated by **GRANTOR** for access and egress to the relevant easement description.

Consideration includes the privileges and benefits mutually obtained. The improvement will allow wastewater service to be available and will enhance property value. The **GRANTEE** will make a considerable investment on the easement description.

This instrument is specifically intended in good faith and fair dealing to meet or exceed all statutory, common law or public policy requirements. Any uncertainty will be resolved to give force and effect to the specific intent of the parties, and both parties waive any statutory, common law, or public policy option to seek vacation of this instrument.

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

Caudia R. Thorns

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF VERNON)

On this 28th day of November, 2017, before me appeared CLAUDIA R. THORNS, a single person, 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

CLAUDIA THORNS
1007 S ELIZABETH ST
NEVADA MO 64772

PERM ESMNT

A Tract of Land being part of Lot 16 in Lee's Addition to the City of Nevada, Vernon County, Missouri in Section 8 Township 35 North Range 31 West. Being described more fully as follows:

Beginning at the Southeast Corner of said Lot 16;
Thence N87°57'44"W a distance of 17.05 feet along the South line of said Lot 16;
Thence N13°00'30"W a distance of 103.55 feet to the North line of said Lot 16;
Thence S87°57'44"E a distance of 20.71 feet along said North line;
Thence S13°00'30"E a distance of 89.43 feet to the East line of said Lot 16;
Thence S02°02'16"W a distance of 13.64 feet along said East line to the Point of Beginning.

Containing 0.05 Acres (2046.01 Square Feet) more or less.

TEMP ESMNT

A Tract of Land being part of Lot 16 in Lee's Addition to the City of Nevada, Vernon County, Missouri in Section 8 Township 35 North Range 31 West. Being described more fully as follows:

Beginning at the Southeast Corner of said Lot 16;
Thence N87°57'44"W a distance of 27.40 feet along the South line of said Lot 16;
Thence N13°00'30"W a distance of 103.55 feet to the North line of said Lot 16;
Thence S87°57'44"E a distance of 41.42 feet along said North line;
Thence S13°00'30"E a distance of 49.54 feet to the East line of said Lot 16;
Thence S02°02'16"W a distance of 52.16 feet along said East line to the Point of Beginning.

Containing 0.09 Acres (3776.38 Square Feet) more or less.

Recorded in Vernon County, Missouri



Recording Date/Time: 01/02/2018 at 10:49:33 AM

Instr #: 2018R00005

Book: 2018 Page: 5

Type: EASE

Pages: 5

Fee: \$36.00 S 2018000001



Doug Shupe
Recorder of Deeds

NEVADA CITY OF

Title of Document: Right of Way Easement

Date of Document: January 2, 2018

Grantor(s): Liliane Graham

Grantee(s): City of Nevada

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

Legal Description: The west half (w 1/2) of lots eleven (11) and twelve (12) of Lee Addition in the City of Nevada, Vernon County, Missouri, as per the recorded plat thereof.

Reference Book and Page(s):

Owners Name: LILIANE GRAHAM
Address: 703 w Burton
Easement No. 8

RIGHT-OF-WAY EASEMENT
Wastewater – City of Nevada, MO 2017

THIS INDENTURE is made on the 28th day of November, 2017, by and between LILIANE GRAHAM, a single person of Vernon County, Missouri, whose mailing address is 703 WEST BURTON, 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 1000 Block of South Spring Street and connect the same to the private service connections, all at City cost,

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:

THE WEST HALF (W ½) OF LOTS ELEVEN (11) AND TWELVE (12) OF LEE ADDITION IN THE CITY OF NEVADA, VERNON COUNTY, MISSOURI, AS PER THE RECORDED PLAT THEREOF

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 30 feet in width as described in Exhibit A attached hereto and incorporated herein by reference.

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 City's warranty period of one year after completion of construction during which the City 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 25 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.

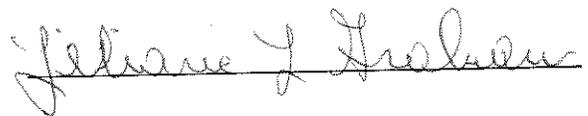
This instrument permits the **GRANTEE** to use the limited and restricted easement area to construct, operate, inspect, maintain, repair, rebuild, replace, remove and patrol a sewer line and essential appurtenances, customary and necessary in connection therewith, subject to the terms and restrictions 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 and licensed irrevocably so long as service is potentially available to the property, to obtain access to the easement area over adjacent lands of the **GRANTOR** by utilizing **GRANTOR**'s gates and the access routes which appear customarily used or designated by **GRANTOR** for access and egress to the relevant easement description.

Consideration includes the privileges and benefits mutually obtained. The improvement will allow wastewater service to be available and will enhance property value. The **GRANTEE** will make a considerable investment on the easement description.

This instrument is specifically intended in good faith and fair dealing to meet or exceed all statutory, common law or public policy requirements. Any uncertainty will be resolved to give force and effect to the specific intent of the parties, and both parties waive any statutory, common law, or public policy option to seek vacation of this instrument.

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

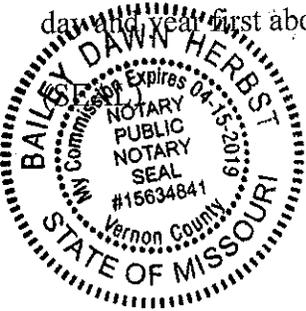


ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF VERNON)

On this 28th day of November, 2017, before me appeared LILIANE GRAHAM, a single person, 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 28th day of November, 2017, at Vernon, Missouri.



Bailey Dawn Herbst
Notary Public, State of Missouri

EXHIBIT A

LILIANE L GRAHM
703 W BURTON ST
NEVADA MO 64772

PERM ESMNT

A Tract of Land being part of the West-Half of Lot 12 in Lee's Addition to the City of Nevada, Vernon County, Missouri in Section 8 Township 35 North Range 31 West. Being described more fully as follows:

Beginning at the Northwest Corner of said Lot 12;
Thence S87°57'44"E a distance of 80.00 feet along the North line of said Lot 12 to the East line of Parent Tract;
Thence S01°58'10"W a distance of 30.00 feet along said East line;
Thence N87°57'44"W a distance of 80.04 feet to the West line of said Lot 12;
Thence N02°02'16"E a distance of 30.00 feet along said line to the Point of Beginning.

Containing 0.06 Acres (1599.05 Square Feet) more or less.

TEMP ESMNT

A Tract of Land being part of the West-Half of Lot 12 in Lee's Addition to the City of Nevada, Vernon County, Missouri in Section 8 Township 35 North Range 31 West. Being described more fully as follows:

Commencing at the Northwest Corner of said Lot 12;
Thence S02°02'16"W a distance of 30.00 feet along the West line of said Lot 12 to the Point of Beginning;

Thence S87°57'44"E a distance of 80.04 feet to the East line of Parent Tract;
Thence S01°58'10"W a distance of 20.00 feet;
Thence N87°57'44"W a distance of 80.06 feet to the West line of said Lot 12;
Thence N02°02'16"E a distance of 20.00 feet along said line to the Point of Beginning.

Containing 0.04 Acres (1600.95 Square Feet) more or less.

Recorded in Vernon County, Missouri



Recording Date/Time: 01/02/2018 at 10:49:34 AM

Instr #: 2018R00006

Book: 2018 Page: 6

Type: EASE

Pages: 5

Fee: \$36.00 S 2018000001

NEVADA CITY OF



Doug Shupe
Recorder of Deeds

Title of Document: Right of Way Easement

Date of Document: January 2, 2018

Grantor(s): John & Maureen Short

Grantee(s): City of Nevada

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

Legal Description: Tract 1: All of lot thirteen (13) of Lee's Addition to the City of Nevada, Vernon County, Missouri, per the recorded plat thereof. Tract 2: All of lot fourteen (14) of Lee's Addition to the City of Nevada, Vernon County, Missouri, per the recorded plat thereof.

Reference Book and Page(s):

Owners Name: John & Maureen Short
Address: 705 & 707 W Burton
Easement No. 6-7

RIGHT-OF-WAY EASEMENT
Wastewater – City of Nevada, MO 2017

THIS INDENTURE is made on the 29th day of Nov., 2017, by and between JOHN A SHORT & MAUREEN A SHORT, CO-TRUSTEES, OF JOHN A SHORT & MAUREEN A SHORT REVOCABLE LIVING TRUST dated MARCH 30, 2011 of Vernon County, Missouri, whose mailing address is 14165 EAST OVERLAND ROAD, 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 1000 Block of South Spring Street and connect the same to the private service connections, all at City cost,

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:

TRACT 1: ALL OF LOT THIRTEEN (13) OF LEE'S ADDITION TO THE CITY OF NEVADA, VERNON COUNTY, MISSOURI, PER THE RECORDED PLAT THEREOF

TRACT 2: ALL OF LOT FOURTEEN (14) OF LEE'S ADDITION TO THE CITY OF NEVADA, VERNON COUNTY, MISSOURI, PER THE RECORDED PLAT THEREOF

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 30 feet in width as described in Exhibit A attached hereto and incorporated herein by reference.

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 City's warranty period of one year after completion of construction during which the City 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. Large tree by power pole in backyard of 707 W Burton to be removed and debris hauled off.
2. If parts of chain link fencing is damaged during removal, new chain link will be installed, only at damaged area, all at City cost.

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 25 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.

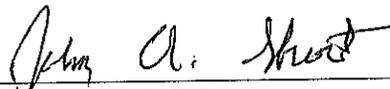
This instrument permits the **GRANTEE** to use the limited and restricted easement area to construct, operate, inspect, maintain, repair, rebuild, replace, remove and patrol a sewer line and essential appurtenances, customary and necessary in connection therewith, subject to the terms and restrictions 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 and licensed irrevocably so long as service is potentially available to the property, to obtain access to the easement area over adjacent lands of the **GRANTOR** by utilizing **GRANTOR**'s gates and the access routes which appear customarily used or designated by **GRANTOR** for access and egress to the relevant easement description.

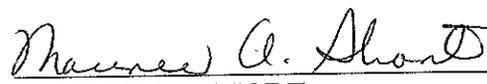
Consideration includes the privileges and benefits mutually obtained. The improvement will allow wastewater service to be available and will enhance property value. The **GRANTEE** will make a considerable investment on the easement description.

This instrument is specifically intended in good faith and fair dealing to meet or exceed all statutory, common law or public policy requirements. Any uncertainty will be resolved to give force and effect to the specific intent of the parties, and both parties waive any statutory, common law, or public policy option to seek vacation of this instrument.

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



JOHN A SHORT



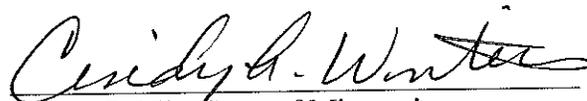
MAUREEN A SHORT

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF VERNON)

On this 29th day of November, 2017, before me appeared JOHN A SHORT & MAUREEN A SHORT, CO-TRUSTEES, OF JOHN A SHORT & MAUREEN A SHORT REVOCABLE LIVING TRUST dated MARCH 30, 2011, 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.



Notary Public, State of Missouri

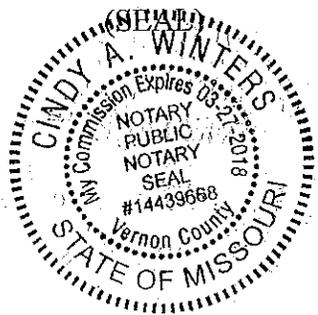


EXHIBIT A

JOHN A SHORT
MAUREEN A SHORT
707 W BURTON ST
NEVADA MO 64772

PERM ESMNT

A Tract of Land being part of Lots 13 and 14 in Lee's Addition to the City of Nevada, Vernon County, Missouri in Section 8 Township 35 North Range 31 West. Being described more fully as follows:

All of the North Thirty Feet (30') of Lots 13 and 14 in Lee's Addition to the City of Nevada, Vernon County, Missouri in Section 8 Township 35 North Range 31 West.

Containing 0.11 Acres (4800.0 Square Feet) more or less.

TEMP ESMNT

A Tract of Land being part of Lots 13 and 14 in Lee's Addition to the City of Nevada, Vernon County, Missouri in Section 8 Township 35 North Range 31 West. Being described more fully as follows:

All of the South Twenty Feet (20') of the North Fifty Feet (50') of Lots 13 and 14 in Lee's Addition to the City of Nevada, Vernon County, Missouri in Section 8 Township 35 North Range 31 West.

Containing 0.07 Acres (3200.0 Square Feet) more or less.

Recorded in Vernon County, Missouri



Recording Date/Time: 01/02/2018 at 10:49:35 AM

Instr #: 2018R00007

Book: 2018 Page: 7

Type: EASE

Pages: 5

Fee: \$36.00 S 2018000001

NEVADA CITY OF



Doug Shupe
Recorder of Deeds

Title of Document: Right of Way Easement

Date of Document: January 2, 2018

Grantor(s): Randal Blystone & Janice K. Blystone (Simpson)

Grantee(s): City of Nevada

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

Legal Description: All of lot fifteen (15) of Lee Addition to the City of Nevada, Vernon County, Missouri, as per the recorded plat thereof.

Reference Book and Page(s):

Owners Name: Randal & Janice Blystone
Address: 711 W Burton
Easement No. 3

RIGHT-OF-WAY EASEMENT
Wastewater – City of Nevada, MO 2017

THIS INDENTURE is made on the 8th day of December, 2017, by and between **RANDAL BLYSTONE** and **JANICE K. BLYSTONE (SIMPSON)**, Husband and wife of Vernon County, Missouri, whose mailing address is 711 WEST BURTON, 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 1000 Block of South Spring Street and connect the same to the private service connections, all at City cost,

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 LOT FIFTEEN (15) OF LEE ADDITION TO THE CITY OF NEVADA, VERNON COUNTY, MISSOURI, AS PER THE RECORDED PLAT THEREOF

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 30 feet in width as described in Exhibit A attached hereto and incorporated herein by reference.

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 City's warranty period of one year after completion of construction during which the City 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. Existing wooden fence at time of construction is not to be disturbed.
2. Private Service connection for 711 W Burton to be installed on east side of existing wooden fence between 711 & 707 W Burton. Line must remain on Grantor's property

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 and licensed irrevocably so long as service is potentially available to the property, to obtain access to the easement area over adjacent lands of the **GRANTOR** by utilizing **GRANTOR**'s gates and the access routes which appear customarily used or designated by **GRANTOR** for access and egress to the relevant easement description.

Consideration includes the privileges and benefits mutually obtained. The improvement will allow wastewater service to be available and will enhance property value. The **GRANTEE** will make a considerable investment on the easement description.

This instrument is specifically intended in good faith and fair dealing to meet or exceed all statutory, common law or public policy requirements. Any uncertainty will be resolved to give force and effect to the specific intent of the parties, and both parties waive any statutory, common law, or public policy option to seek vacation of this instrument.

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

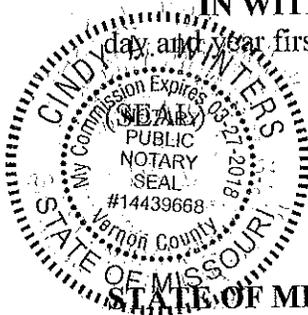
Randal Blystone
Janice Blystone

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF VERNON)

On this 8th day of Dec., 2017, before me appeared RANDAL BLYSTONE, 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.

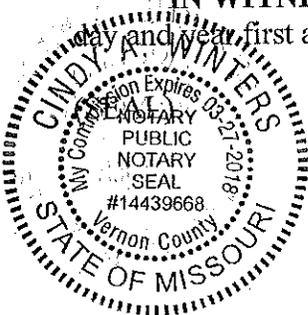


Cindy A. Winters
Notary Public, State of Missouri

STATE OF MISSOURI)
) ss.
COUNTY OF VERNON)

On this 8th day of Dec., 2017, before me appeared and JANICE K. BLYSTONE, 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

RANDAL AND JANICE BLYSTONE
711 W BURTON ST
NEVADA MO 64772

PERM ESMNT

A Tract of Land being part of Lot 15 in Lee's Addition to the City of Nevada, Vernon County, Missouri in Section 8 Township 35 North Range 31 West. Being described more fully as follows:

Beginning at the Northeast Corner of said Lot 15;
Thence S02°02'16"W a distance of 30.00 feet along the East line of said Lot;
Thence N87°57'44"W a distance of 15.39 feet;
Thence N02°02'16"E a distance of 30.00 feet to the North line of said Lot 15;
Thence S87°57'44"E a distance of 15.39 feet along said North line to the Point of Beginning.

Containing 0.01 Acres (461.63 Square Feet) more or less.

TEMP ESMNT

A Tract of Land being part of Lot 15 in Lee's Addition to the City of Nevada, Vernon County, Missouri in Section 8 Township 35 North Range 31 West. Being described more fully as follows:

Commencing at the Northeast Corner of said Lot 15;
Thence S02°02'16"W a distance of 30.00 feet along the East line of said Lot to the Point of Beginning;

Thence S02°02'16"W a distance of 20.00 feet;
Thence N87°57'44"W a distance of 25.39 feet;
Thence N02°02'16"E a distance of 50.00 feet to the North line of said Lot 15;
Thence S87°57'44"E a distance of 10.00 feet along said North line;
Thence S02°02'16"W a distance of 30.00 feet;
Thence S87°57'44"E a distance of 15.39 feet to the Point of Beginning.

Containing 0.02 Acres (807.76 Square Feet) more or less.

Owners Name: Lavon Posey
Address: 1000 S SPRING
Easement No. 1

RIGHT-OF-WAY EASEMENT
Wastewater – City of Nevada, MO 2017

THIS INDENTURE is made on the 5th day of December, 2017, by and between CHRIS POSEY and TERI POSEY, HUSBAND AND WIFE, and LOVON POSEY, a single person of Vernon County, Missouri, whose mailing address is 1000 S SPRING, 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 1000 Block of South Spring Street and connect the same to the private service connections, all at City cost,

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 EIGHTEEN (18) OF LEE ADDITION IN THE CITY OF NEVADA, VERNON COUNTY, MISSOURI, AS PER THE RECORDED PLAT THEREOF EXCEPT THE WEST EIGHTY (W80) FEET THEREOF

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 City's warranty period of one year after completion of construction during which the City 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 25 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.

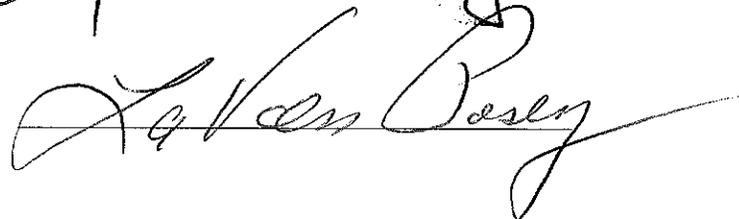
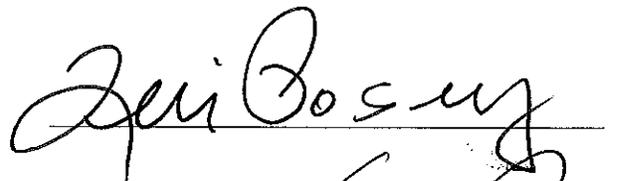
This instrument permits the **GRANTEE** to use the limited and restricted easement area to construct, operate, inspect, maintain, repair, rebuild, replace, remove and patrol a sewer line and essential appurtenances, customary and necessary in connection therewith, subject to the terms and restrictions 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 and licensed irrevocably so long as service is potentially available to the property, to obtain access to the easement area over adjacent lands of the **GRANTOR** by utilizing **GRANTOR**'s gates and the access routes which appear customarily used or designated by **GRANTOR** for access and egress to the relevant easement description.

Consideration includes the privileges and benefits mutually obtained. The improvement will allow wastewater service to be available and will enhance property value. The **GRANTEE** will make a considerable investment on the easement description.

This instrument is specifically intended in good faith and fair dealing to meet or exceed all statutory, common law or public policy requirements. Any uncertainty will be resolved to give force and effect to the specific intent of the parties, and both parties waive any statutory, common law, or public policy option to seek vacation of this instrument.

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



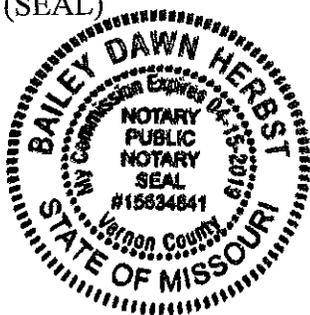
ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF VERNON)

On this 5th day of December, 2017, before me appeared TERI POSEY, 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

EXHIBIT A

LAVON POSEY
CHRIS POSEY
1000 S SPRING ST
NEVADA MO 64772

TEMP ESMNT

A Tract of Land being part of Lot 18 in Lee's Addition to the City of Nevada, Vernon County, Missouri in Section 8 Township 35 North Range 31 West. Being described more fully as follows:

All of the East One-Hundred Sixty Feet (160') of Lot 18 in Lee's Addition to the City of Nevada, Vernon County, Missouri in Section 8 Township 35 North Range 31 West.

Containing 0.73 Acres (32,000.0 Square Feet) more or less.

Owners Name: Kenneth & Linda Moore
Address: 725 W Ewing
Easement No. 2

RIGHT-OF-WAY EASEMENT
Wastewater – City of Nevada, MO 2017

THIS INDENTURE is made on the 18th day of December, 2017, by and between KENNETH C. MOORE and LINDA L. MOORE, HUSBAND AND WIFE of Vernon County, Missouri, whose mailing address is 511 SOUTH PREWITT, 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 1000 Block of South Spring Street and connect the same to the private service connections, all at City cost,

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:

THE WEST EIGHTY (W80) FEET OF LOT EIGHTEEN (18) OF LEE ADDITION IN THE CITY OF NEVADA, VERNON COUNTY, MISSOURI, AS PER THE RECORDED PLAT THEREOF

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 City's warranty period of one year after completion of construction during which the City 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 25 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 and licensed irrevocably so long as service is potentially available to the property, to obtain access to the easement area over adjacent lands of the **GRANTOR** by utilizing **GRANTOR**'s gates and the access routes which appear customarily used or designated by **GRANTOR** for access and egress to the relevant easement description.

Consideration includes the privileges and benefits mutually obtained. The improvement will allow wastewater service to be available and will enhance property value. The **GRANTEE** will make a considerable investment on the easement description.

This instrument is specifically intended in good faith and fair dealing to meet or exceed all statutory, common law or public policy requirements. Any uncertainty will be resolved to give force and effect to the specific intent of the parties, and both parties waive any statutory, common law, or public policy option to seek vacation of this instrument.

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

Kenneth C. Moore

Linda Y. Moore

EXHIBIT A

KENNETH MOORE
LINDA L MOORE
725 EWING ST
NEVADA MO 64772

TEMP ESMNT

A Tract of Land being part of Lot 18 in Lee's Addition to the City of Nevada, Vernon County, Missouri in Section 8 Township 35 North Range 31 West. Being described more fully as follows:

All of the West Eighty Feet (80') of Lot 18 in Lee's Addition to the City of Nevada, Vernon County, Missouri in Section 8 Township 35 North Range 31 West.

Containing 0.37 Acres (16,000.0 Square Feet) more or less.