

CITY OF OSAGE BEACH

Permanent Sidewalk Easement

Camdenton Reorganized School District R-III 08-2.0-09.0-000.0-001-052.000

Date_

THIS EASEMENT, entered into by: **CAMDENTON REORGANIZED SCHOOL DISTRICT R-III, herein referred to** as **GRANTORS**, whose mailing address is: <u>P.O. Box 1409, Camdenton MO 65020</u> and City of Osage Beach, a municipality, GRANTEE, whose mailing address is: 1000 City Parkway, Osage Beach, MO 65065. Wherein GRANTOR, in consideration of the sum of ONE and 00/100------ DOLLARS, (\$ 1.00), and other valuable consideration, receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto GRANTEE, its and their respective successors, assigns and licensees, a permanent sidewalk easement to construct, operate, maintain, inspect, replace and remove such municipally owned and operated sidewalk improvements and all appurtenances thereto, as may be required by Grantee from time to time, upon, over and across a strip of land as described in the permanent sidewalk easement, of Grantors' land situated in Camden County, State of Missouri, and described as follows:

TRACT A, of "NICHOLS SCHOOL SUBDIVISION", a subdivision of Camden County, Missouri recorded in Plat Book 129, at Page 30B, Camden County Records.

AN EASEMENT, said easement being 10.0 ft. wide, 5.0 ft. each side of and parallel to the following described centerline across a part of TRACT A, "NICHOLS SCHOOL SUBDIVISION", a subdivision of Camden County, Missouri, more particularly described as follows: Beginning at the northeast corner of said TRACT A, thence South 02 degrees 07 minutes 34 Seconds West, along the westerly right-of-way of Nichols Road 114.51 ft., to the true point of beginning of said centerline; thence leaving said westerly right-of-way North 87 degrees 52 minutes 26 seconds West, 25.82 ft., to the end.

ALSO, a temporary construction easement 10 feet on each side of the above described horizontal centerline. Said temporary construction easement shall be in effect until completion of the said sidewalk improvements, at which time said easement shall become null and void.

TO HAVE AND TO HOLD same, with all rights and appurtenances to the same belonging unto Grantee, its successors, assigns and licensees, until the use of the easement is relinquished or abandoned, including the right of ingress and egress to and from the easement by reasonable routes across Grantors' property.

Grantee, its successors, assigns and licensees, shall repair and restore the property and pay for damage to crops and other property following construction and maintenance work. Further, Grantors reserve the right to use and enjoy their interests in the easement area insofar as the exercise thereof does not endanger or interfere with the construction, operation and maintenance of said sidewalk improvements. Grantors warrant that they are the owners of the land here conveyed, and they have the right to make this conveyance and receive the payment therefore, and Grantors covenant that Grantee, its successors, assigns and licensees, may quietly enjoy the premises for the uses herein stated, subject to the aforesaid previously conveyed easement. Signed and executed this _____ day of _____, 2017.

By:

Christopher McElyea, President Camdenton R-III School District Board of Education

ACKNOWLEDGEMENT

(Please use <u>BLACK</u> ink only)

STATE OF MISSOURI

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared Christopher Mc Elyea, personally known to me to be the person whose name are subscribed to the foregoing instrument, and acknowledged to me that he is the President of Camdenton R-III School District Board of Education and acknowledged said instrument was signed in behalf of said Camdenton R-III School District by authority of its Board of Education, and said Christopher McElyea acknowledged said instrument to be the free and voluntary act and deed.

Given under my hand and seal of office this the _____day of _____, 2017.

Notary Public

My Commission Expires: