

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR OF THE CITY OF OSAGE BEACH TO EXECUTE QUIT CLAIM DEED TO ANTLER RIDGE TRADING COMPANY AND RECEIVING 3 PARCELS FROM ANTLER TRADING COMPANY NEED FOR THE GOLFPVIEW LANE TO SEA BREEZE DRIVE WATER LOOP PROJECT.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, AS FOLLOWS, TO WIT:

Section 1. The Mayor is hereby authorized to execute on behalf of the City each of the following deeds:

A QUIT CLAIM DEED to Antler Ridge Trading Company for a tract of land in Camden County attached hereto as Exhibit "A".

Section 2. The City Clerk is hereby authorized to receive and record on behalf of the City each of the following deeds:

- i. AN EASEMENT DEED from Antler Ridge Trading Company attached hereto as Exhibit "B".
- ii. AN EASEMENT DEED from Antler Ridge Trading Company attached hereto as Exhibit "C".
- iii. AND EASEMENT DEED from Antler Ridge Trading Company attached hereto as Exhibit "D".

Section 3. That the City Clerk of Osage Beach, Missouri, be and she is hereby authorized and directed to acknowledge this ordinance as deeds are acknowledged, and to cause this ordinance to be filed for record in the Recorder's Office in Camden County, Missouri.

Section 4. All ordinances or parts of ordinances in conflict with this ordinance are, in so much as they conflict with this ordinance, hereby repealed.

Section 5. That this ordinance shall be in full force and effect from and after its date of passage.

I hereby certify that the above Ordinance No. 22.86 was duly passed on November 17, 2022, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: 4 Nays: 0 Abstentions: 0 Absent: 2

This Ordinance is hereby transmitted to the Mayor for his signature.

Nov. 17, 2022

Date

Tara Berreth

Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 22.86.

Michael Harmison

Michael Harmison, Mayor

Nov. 17, 2022

Date

Tara Berreth

Tara Berreth, City Clerk

Exhibit "A"

QUIT CLAIM DEED

This Deed, made and entered into this _____ day of _____, 20____, by and between
City of Osage Beach

whose mailing address is: 1000 City Parkway, Osage Beach, Missouri 65065

Party or parties of the first part, and

Antler Ridge Trading Company, LLC

whose mailing address is: 702 Commercial St. Ste 3A, Emporia, Kansas 66801

Party or parties of the second part.

Witnesseth, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents **REMISE, RELEASE, FOREVER QUIT CLAIM** unto the said party or parties of the second part, the following described Real Estate in the County of Camden and State of Missouri, to wit:

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 16 WEST, CAMDEN COUNTY, MISSOURI DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 71 DEGREES 46 MINUTES 30 SECONDS WEST, 145.03 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 19.0 FEET; THENCE EAST 21.99 FEET; THENCE ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 19.0 FEET AND HAVING AN INITIAL TANGENT BEARING OF NORTH 36 DEGREES 24 MINUTES 01 SECOND EAST AND AN ARC LENGTH OF 99.35 FEET; THENCE WEST 19.92 FEET TO THE POINT OF BEGINNING.

To Have and to Hold, the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to their heirs and assigns forever. So that neither the said party or parties of the First Part, nor their heirs, nor any other person or persons for them or in their names or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

In Witness Whereof, the said party or parties of the First Part have hereunto set their hand or hands the day and year first above written.

Name

Name

Notary Certificate

State of _____}

County of _____} ss.

On this _____ day of _____, 20____, before me personally appeared _____
_____ to me known to be the person or persons, described in and who executed the
foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

Exhibit "B"

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 20__, by and between **Antler Ridge Trading Company, LLC** whose address is _____, (GRANTOR), and **City of Osage Beach**, of the **County of Camden, State of Missouri**, party of the second part. (Mailing address of said party of the second part is: **(City of Osage Beach, Attn. City Clerk, 1000 City Parkway Osage Beach, Missouri 65065.)** (GRANTEE).

Witnesseth, that the **Grantor**, for and in consideration of the sum of One Dollar (\$1.00), paid by the said **Grantee**, the receipt of which is hereby acknowledged, does by these presents **Grant, Bargain, Sell and Convey** unto the said **Grantee, A Perpetual Non-Exclusive Easement** for the following purposes:

a permanent Public Utility Service Easement to:

1. transmit and distribute water,
2. perform grading activities, construct facilities, pipelines, water meters, valves, hydrants,
3. operate, reconstruct, maintain, repair, replace, change the size of, remove, relocate at will any of the water facilities or infrastructure constructed within this easement,
4. change, upgrade or repair any of the water distribution facilities hereon,
5. inspect water mains, hydrants, water meters, valves, fittings and appurtenances thereto,
6. alter the lands within the easement for the purpose of water distribution and other utility services provided by the City of Osage Beach

all with right of ingress and egress to and from the same, on, over, and under the following described lands laying in CAMDEN COUNTY, MISSOURI, to-wit:

(See Exhibits A, A-1, A-2, B, and B-1 attached hereto and incorporated herein by reference)

The water main easement area depicted and described on Exhibits A, A-1, A-2, B, and B-1 attached hereto, such land is part of a larger tract of land being recorded in Book 849 and Page 94, situated in the County of Camden and State of Missouri.

All buildings, structures, improvements, hazards, obstructions, crops and timber removed from the easement shall become the property of the **Grantee** and may be removed or destroyed by the **Grantee** except that the **Grantor** may, at their discretion, remove such buildings, structures, improvements, hazards, obstructions, crops and timber at any time prior to their removal or destruction by the **Grantee** or its contractors.

Upon completion of construction of the improvements within the perpetual non-exclusive easement **Grantee** shall refill all cuts, ditches, trenches, ruts, or excavations made in connection with the construction and *shall restore Grantor's property to the same condition* it was in prior to construction as nearly as is reasonably possible.

The **Grantor** agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of the **Grantee**, will interfere with the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspection, patrolling, repair, replacement, addition to and relocation of the **Grantee's** facilities. The words hazard or obstruction shall not be interpreted to include growing crops and fences, parking lots and driveways.

The **Grantor** covenants to **Grantee** that, subject to existing easements, if any, for public highways, or roads, railroads, laterals, ditches, pipelines, and electrical transmission or distribution lines and telegraph and telephone lines covering the land herein described, **Grantor** is lawfully seized and possessed of said lands, has a good and lawful right and power to sell and convey them and that they are free and clear of all encumbrances, and that the **Grantor** will forever warrant and defend the title to said easement and the quiet enjoyment thereof against all claims and demands of all persons whomsoever.

To Have and to Hold the said **Easement**, together with all rights and appurtenances to the same belonging, unto the said **Grantee** and to its heirs and assigns forever.

In Witness Whereof, the said **Grantor** and **Grantee** have executed these presents the day and year first above written.

Grantor

_____ (signed)

_____ (printed)

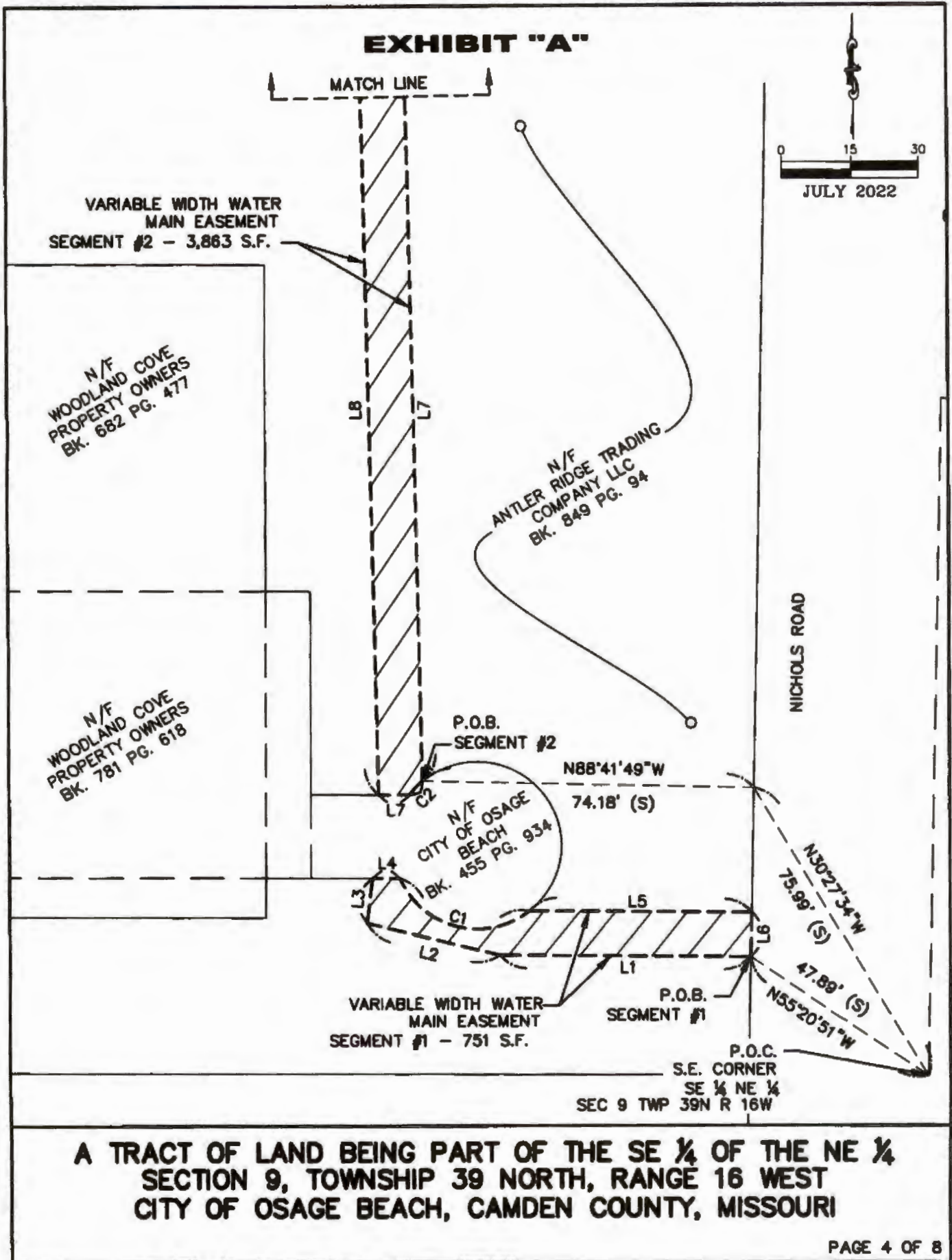
STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as agent of Grantor and with full and complete authority to do this act.

IN TESTIMONY WHEREOF, I have hereunto set me hand and affixed my official seal in the County and State aforesaid, the date and year first above written.

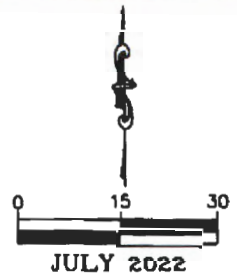
My Term Expires: _____
Notary Public

EXHIBIT "A"



A TRACT OF LAND BEING PART OF THE SE 1/4 OF THE NE 1/4
SECTION 9, TOWNSHIP 39 NORTH, RANGE 16 WEST
CITY OF OSAGE BEACH, CAMDEN COUNTY, MISSOURI

EXHIBIT "A-1"



N/F
HEIDBRINK, MARK G &
TAMARA L TRUSTEES
BK. 805 PG. 487

COBBLESTONE DRIVE

VARIABLE WIDTH WATER
MAIN EASEMENT
SEGMENT #2 - 3,863 S.F.

N/F
ANTLER RIDGE TRADING
COMPANY LLC
BK. 849 PG. 94

MATCH LINE

A TRACT OF LAND BEING PART OF THE SE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$
SECTION 9, TOWNSHIP 39 NORTH, RANGE 16 WEST
CITY OF OSAGE BEACH, CAMDEN COUNTY, MISSOURI

EXHIBIT "A-2"

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N89°31'33"W	56.19'
L2	N76°15'02"W	30.64'
L3	N07°04'01"E	10.12'
L4	S89°47'17"E	6.17'
L5	S89°32'32"E	49.65'
L6	S01°18'11"W	10.00'
L7	N89°47'17"W	6.91'
L8	N01°03'52"W	171.47'
L9	N31°38'04"W	52.13'
L10	N42°09'02"W	62.13'
L11	N35°52'56"W	101.08'
L12	N53°36'35"E	8.76'
L13	S36°23'25"E	11.98'
L14	S35°52'56"E	72.44'
L15	S42°09'02"E	62.25'
L16	S31°31'54"E	56.25'
L17	S01°04'14"E	170.96'

CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	34.63'	19.00'	S75°47'14"E	30.03'
C2	4.42'	19.00'	S43°30'41"W	4.41'
C3	16.25'	133.26'	S39°53'03"E	16.24'

**A TRACT OF LAND BEING PART OF THE SE ¼ OF THE NE ¼
SECTION 9, TOWNSHIP 39 NORTH, RANGE 16 WEST
CITY OF OSAGE BEACH, CAMDEN COUNTY, MISSOURI**

EXHIBIT B

19-7990

WATER LINE EASEMENT WOODLAND COVE (ANTLER RIDGE PARCEL SEGMENT 1)

JULY 28 2022

A VARIABLE WIDTH UTILITY EASEMENT BEING PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9 TOWNSHIP 39 NORTH RANGE 16 WEST OF THE FIFTH PRINCIPAL MERIDIAN CITY OF OSAGE BEACH CAMDEN COUNTY MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9; THENCE N55°20'51"W 47.89 FEET TO THE POINT OF BEGINNING OF THE EASEMENT DESCRIBED HEREIN; THENCE N89°31'33"W 56.19 FEET TO A POINT; THENCE N76°15'02"W 30.64 FEET TO A POINT; THENCE N07°04'01"E 10.12 FEET TO A POINT; THENCE S89°47'17"E 6.17 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE DEFLECTING TO THE LEFT HAVING A RADIUS OF 19.00 FEET AN ARC LENGTH OF 34.63 FEET A CHORD COURSE OF S75°47'14"E 30.03 FEET TO A POINT; THENCE S89°32'32"E A DISTANCE OF 49.65 FEET; THENCE S01°18'11"W 10.00 FEET TO THE POINT OF BEGINNING CONTAINING 751 SQUARE FEET, SUBJECT TO ANY AND ALL EASEMENTS RESTRICTIONS COVENANTS OF RECORD.

EXHIBIT B-1

19-7990

WATER LINE EASEMENT WOODLAND COVE (ANTLER RIDGE PARCEL SEGMENT 2)

JULY 28, 2022

A VARIABLE WIDTH UTILITY EASEMENT BEING PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9 TOWNSHIP 39 NORTH RANGE 16 WEST OF THE FIFTH PRINCIPAL MERIDIAN CITY OF OSAGE BEACH CAMDEN COUNTY MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9; THENCE N30°27'34"W 75.99 FEET TO A POINT; THENCE; THENCE N88°41'49"W 74.18 FEET TO THE POINT OF BEGINNING OF THE EASEMENT DESCRIBED HEREIN; THENCE ALONG A CURVE DEFLECTING TO THE LEFT HAVING A RADIUS OF 19.00 FEET AN ARC LENGTH OF 4.42 FEET A CHORD COURSE OF S43°30'41"W 4.41 FEET TO A POINT; THENCE N89°47'17"W FOR 6.91 FEET; THENCE N01°03'52"W 171.47 FEET; THENCE N31°38'04"W 52.13 FEET; THENCE N42°09'02"W 62.13 FEET; THENCE N35°52'56"W 101.08 FEET; THENCE N53°36'35"E 8.76 FEET; THENCE S36°23'25"E 11.98 FEET TO A POINT THENCE ALONG A CURVE DEFLECTING TO THE LEFT HAVING A RADIUS OF 133.26 FEET AN ARC LENGTH OF 16.25 FEET A CHORD COURSE OF S39°53'03"E 16.24 FEET TO A POINT; THENCE S35°52'56"E 72.44 FEET TO A POINT; THENCE S42°09'02"E 62.25 FEET TO A POINT; THENCE S31°31'54"E 56.25 FEET TO A POINT; THENCE S01°04'14"E 170.96 TO THE POINT OF BEGINNING CONTAINING 3,863 SQUARE FEET SUBJECT TO ANY AND ALL EASEMENTS RESTRICTIONS COVENANTS OF RECORD.

Exhibit C"

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 20__, by and between **Antler Ridge Trading Company, LLC** whose address is **702 Commercial St. Ste 3A, Emporia, Kansas 66801, (GRANTOR)**, and **City of Osage Beach**, of the **County of Camden, State of Missouri**, party of the second part. (Mailing address of said party of the second part is: **(City of Osage Beach, Attn. City Clerk, 1000 City Parkway, Missouri 65065.) (GRANTEE)**).

Witnesseth, that the **Grantor**, for and in consideration of the sum of One Dollar (\$1.00), paid by the said **Grantee**, the receipt of which is hereby acknowledged, does by these presents **Grant, Bargain, Sell and Convey** unto the said **Grantee, A Perpetual Non-Exclusive Easement** for the following purposes:

a permanent Public Utility Service Easement to:

1. transmit and distribute water,
2. preform grading activities, construct facilities, pipelines, water meters, valves, hydrants,
3. operate, reconstruct, maintain, repair, replace, change the size of, remove, relocate at will any of the water facilities or infrastructure constructed within this easement,
4. change, upgrade or repair any of the water distribution facilities hereon,
5. inspect water mains, hydrants, water meters, valves, fittings and appurtenances thereto,
6. alter the lands within the easement for the purpose of water distribution and other utility services provided by the City of Osage Beach

all with right of ingress and egress to and from the same, on, over, and under the following described lands laying in CAMDEN COUNTY, MISSOURI, to-wit:

(See Exhibits A, A-1, A-2, and B attached hereto and incorporated herein by reference)

The water main easement area depicted and described on Exhibits A, A-1, A-2, and B attached hereto, such land is part of a larger tract of land being recorded in Book 849 and Page 94, situated in the County of Camden and State of Missouri.

Together with a 10 foot wide temporary construction easement to be used for the initial installation of the facilities located on either or both sides of the perpetual non-exclusive easement together with the right of ingress to and egress from the perpetual non-exclusive easement and temporary construction easement on the premises of the **Grantor** adjoining the perpetual non-exclusive easement and the temporary construction easement and granting to the Grantee the right of traveling over said perpetual non-exclusive easement and temporary construction easement for the purpose of gaining ingress to and egress from the rights of way or easements owned by the **Grantee** adjacent to the ends thereof for the purpose of doing anything necessary or convenient for the enjoyment of the perpetual non-exclusive easement and temporary construction easement. One year after final completion of the above-described work, the temporary construction easement shall cease to exist.

All buildings, structures, improvements, hazards, obstructions, crops and timber removed from the easement shall become the property of the **Grantee** and may be removed or destroyed by the **Grantee** except that the **Grantor** may, at their discretion, remove such buildings, structures, improvements, hazards, obstructions, crops and timber at any time prior to their removal or destruction by the **Grantee** or its contractors.

Upon completion of construction of the improvements within the perpetual non-exclusive easement **Grantee** shall refill all cuts, ditches, trenches, ruts, or excavations made in connection with the construction and *shall restore Grantor's property to the same condition* it was in prior to construction as nearly as is reasonably possible.

The **Grantor** agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of the **Grantee**, will interfere with the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspection, patrolling, repair, replacement, addition to and relocation of the **Grantee's** facilities. The words hazard or obstruction shall not be interpreted to include growing crops and fences, parking lots and driveways.

The **Grantor** covenants to **Grantee** that, subject to existing easements, if any, for public highways, or roads, railroads, laterals, ditches, pipelines, and electrical transmission or distribution lines and telegraph and telephone lines covering the land herein described, **Grantor** is lawfully seized and possessed of said lands, has a good and lawful right and power to sell and convey them and that they are free and clear of all encumbrances, and that the **Grantor** will forever warrant and defend the title to said easement and the quiet enjoyment thereof against all claims and demands of all persons whomsoever.

To Have and to Hold the said **Easement**, together with all rights and appurtenances to the same belonging, unto the said **Grantee** and to its heirs and assigns forever.

In Witness Whereof, the said **Grantor** and **Grantee** have executed these presents the day and year first above written.

Grantor

_____(signed)

_____(printed)

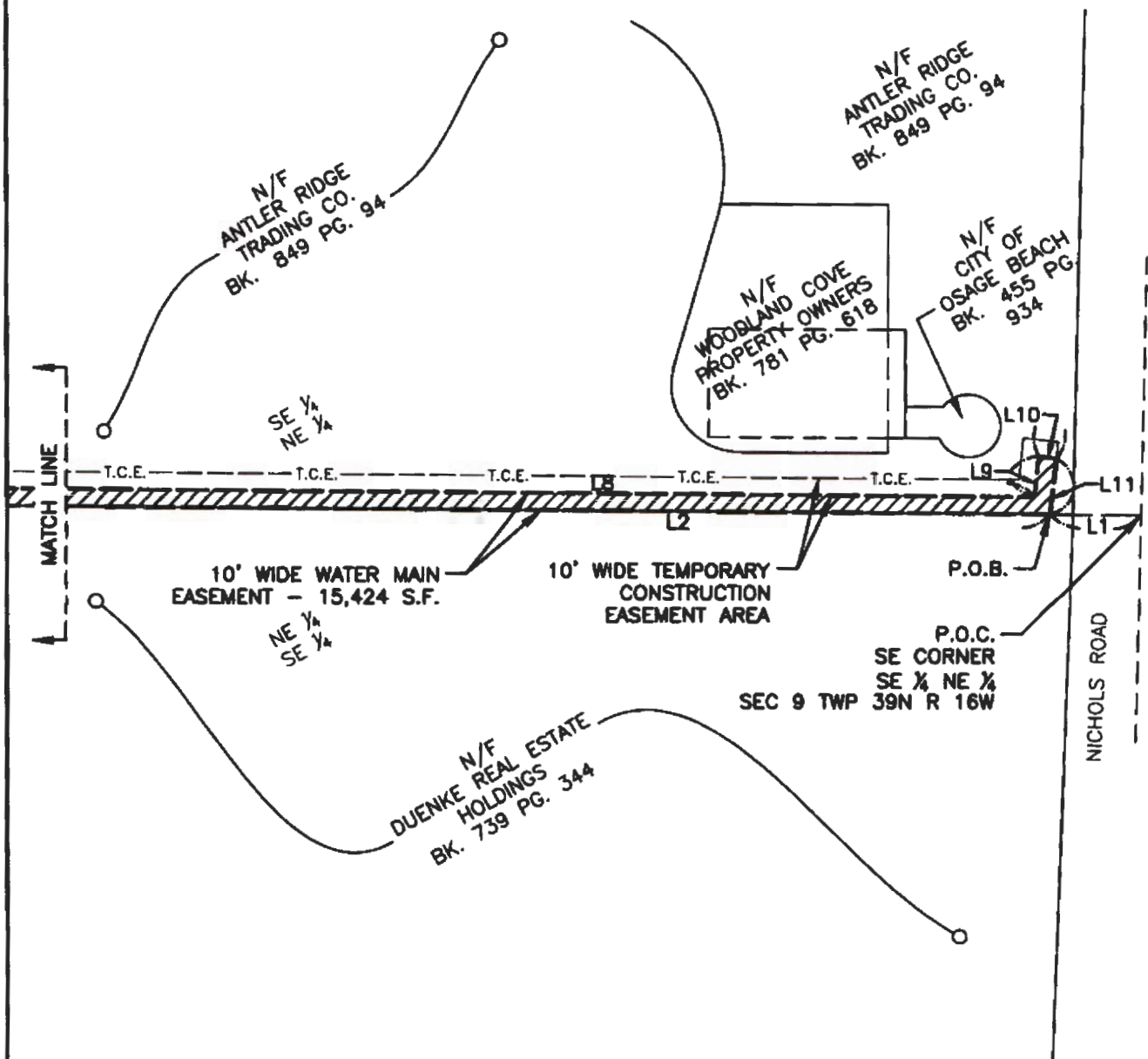
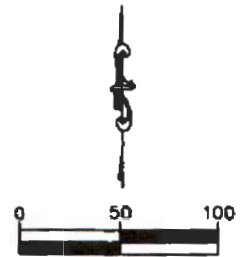
STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as agent of Grantor and with full and complete authority to do this act.

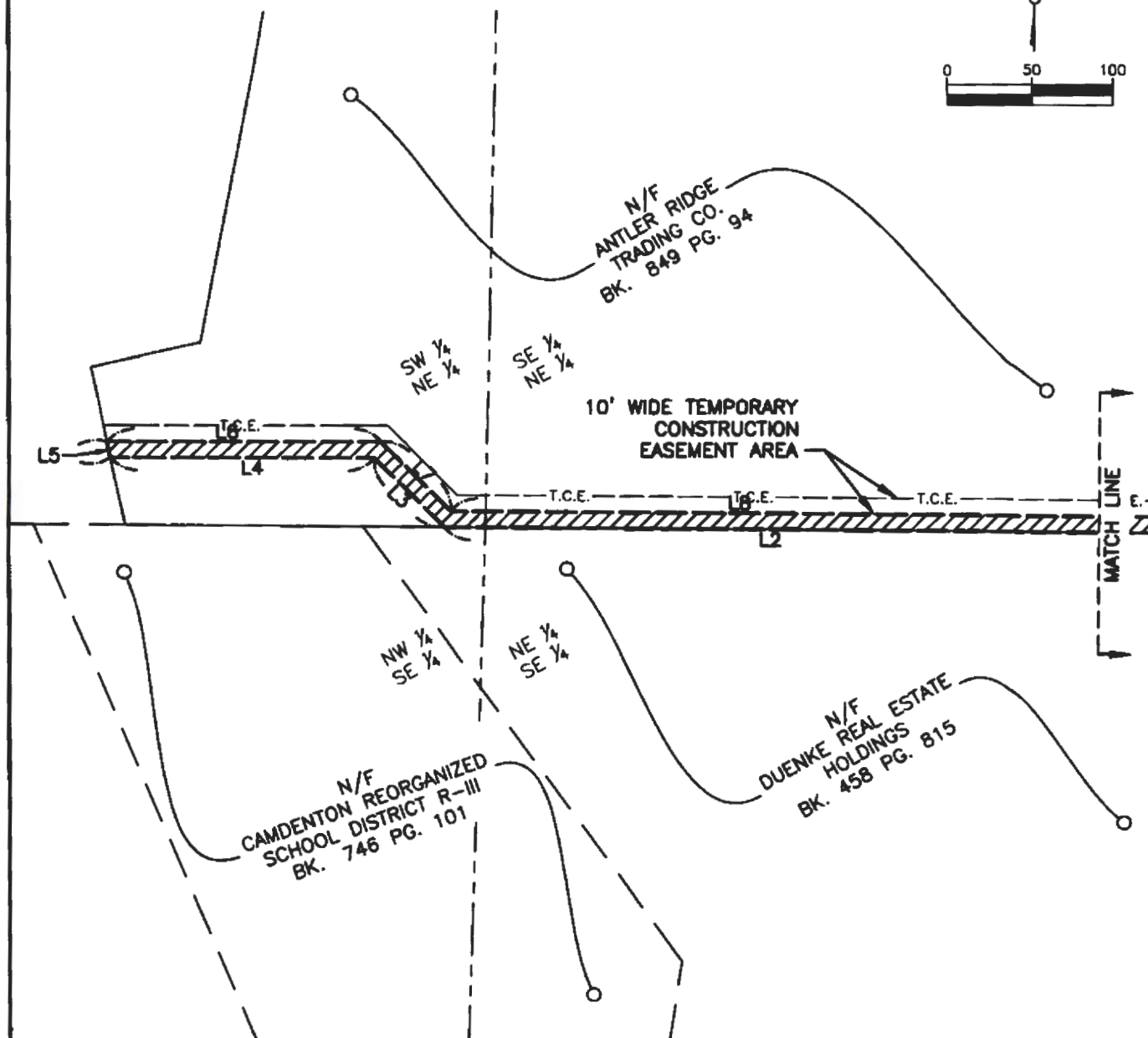
IN TESTIMONY WHEREOF, I have hereunto set me hand and affixed my official seal in the County and State aforesaid, the date and year first above written.

My Term Expires: _____
Notary Public

EXHIBIT "A"



A TRACT OF LAND BEING PART OF THE SE 1/4 OF THE NE 1/4
SECTION 9, TOWNSHIP 39 NORTH, RANGE 16 WEST
CITY OF OSAGE BEACH, CAMDEN COUNTY, MISSOURI



PAGE 5 OF 7

EXHIBIT "A-2"

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N89°34'44"W	52.46'
L2	N89°34'44"W	1296.10'
L3	N44°36'07"W	60.61'
L4	N89°56'28"W	160.71'
L5	N11°54'45"W	10.22'
L6	S89°56'28"E	166.98'
L7	S44°36'19"E	60.65'
L8	S89°34'44"E	1282.88'
L9	N05°45'13"E	24.20'
L10	S84°14'47"E	10.00'
L11	S05°45'13"W	33.32'

OB22-009
WATER MAIN/ACCESS EASEMENT
OCTOBER 12, 2022

EXHIBIT B

A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9 TOWNSHIP 39 NORTH RANGE 16 WEST CITY OF OSAGE BEACH, CAMDEN COUNTY, MISSOURI DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 16 WEST N89°34'44"W 52.46 FEET TO THE POINT OF BEGINNING; THENCE N89°34'44"W 1296.10 FEET TO A POINT; THENCE N44°36'07"W 60.61 FEET TO A POINT; THENCE N89°56'28"W 160.71 FEET TO A POINT; THENCE N11°54'45"W 10.22 FEET TO A POINT; THENCE S89°56'28"E 166.98 FEET TO A POINT; THENCE S44°36'19"E 60.65 FEET TO A POINT; THENCE S89°34'44"E 1282.88 FEET TO A POINT; THENCE N05°45'13"E 24.20 TO A POINT; THENCE S84°14'47"E 10.00 FEET TO A POINT; THENCE S05°45'13"W 33.32 FEET TO THE POINT OF BEGINNING, CONTAINING 15,424 SQUARE FEET, SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS, COVENANTS OF RECORD

Exhibit "D"

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 20__, by and between **Antler Ridge Trading Company, LLC** whose address is _____, **(GRANTOR)**, and **City of Osage Beach**, of the **County of Camden, State of Missouri**, party of the second part. (Mailing address of said party of the second part is: **(City of Osage Beach, Attn. City Clerk, 1000 City Parkway Osage Beach, Missouri 65065.) (GRANTEE)**).

Witnesseth, that the **Grantor**, for and in consideration of the sum of One Dollar (\$1.00), paid by the said **Grantee**, the receipt of which is hereby acknowledged, does by these presents **Grant, Bargain, Sell and Convey** unto the said **Grantee, A Perpetual Non-Exclusive Easement** for the following purposes:

a permanent Public Utility Service Easement to:

1. transmit and distribute water,
2. perform grading activities, construct facilities, pipelines, water meters, valves, hydrants,
3. operate, reconstruct, maintain, repair, replace, change the size of, remove, relocate at will any of the water facilities or infrastructure constructed within this easement,
4. change, upgrade or repair any of the water distribution facilities hereon,
5. inspect water mains, hydrants, water meters, valves, fittings and appurtenances thereto,
6. alter the lands within the easement for the purpose of water distribution and other utility services provided by the City of Osage Beach

all with right of ingress and egress to and from the same, on, over, and under the following described lands laying in **CAMDEN COUNTY, MISSOURI**, to-wit:

(See Exhibits A and A-1 attached hereto and incorporated herein by reference)

The water main easement area depicted and described on Exhibits A and A-1 attached hereto, such land is part of a larger tract of land being recorded in Book 455 and Page 934, situated in the County of Camden and State of Missouri.

All buildings, structures, improvements, hazards, obstructions, crops and timber removed from the easement shall become the property of the **Grantee** and may be removed or destroyed by the **Grantee** except that the **Grantor** may, at their discretion, remove such buildings, structures, improvements, hazards, obstructions, crops and timber at any time prior to their removal or destruction by the **Grantee** or its contractors.

Upon completion of construction of the improvements within the perpetual non-exclusive easement **Grantee** shall refill all cuts, ditches, trenches, ruts, or excavations made in connection with the construction and *shall restore Grantor's property to the same condition* it was in prior to construction as nearly as is reasonably possible.

The **Grantor** agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of the **Grantee**, will interfere with the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspection, patrolling, repair, replacement, addition to and relocation of the **Grantee's** facilities. The words hazard or obstruction shall not be interpreted to include growing crops and fences, parking lots and driveways.

The **Grantor** covenants to **Grantee** that, subject to existing easements, if any, for public highways, or roads, railroads, laterals, ditches, pipelines, and electrical transmission or distribution lines and telegraph and telephone lines covering the land herein described, **Grantor** is lawfully seized and possessed of said lands, has a good and lawful right and power to sell and convey them and that they are free and clear of all encumbrances, and that the **Grantor** will forever warrant and defend the title to said easement and the quiet enjoyment thereof against all claims and demands of all persons whomsoever.

To Have and to Hold the said **Easement**, together with all rights and appurtenances to the same belonging, unto the said **Grantee** and to its heirs and assigns forever.

In Witness Whereof, the said **Grantor** and **Grantee** have executed these presents the day and year first above written.

Grantor

_____(signed)

_____(printed)

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

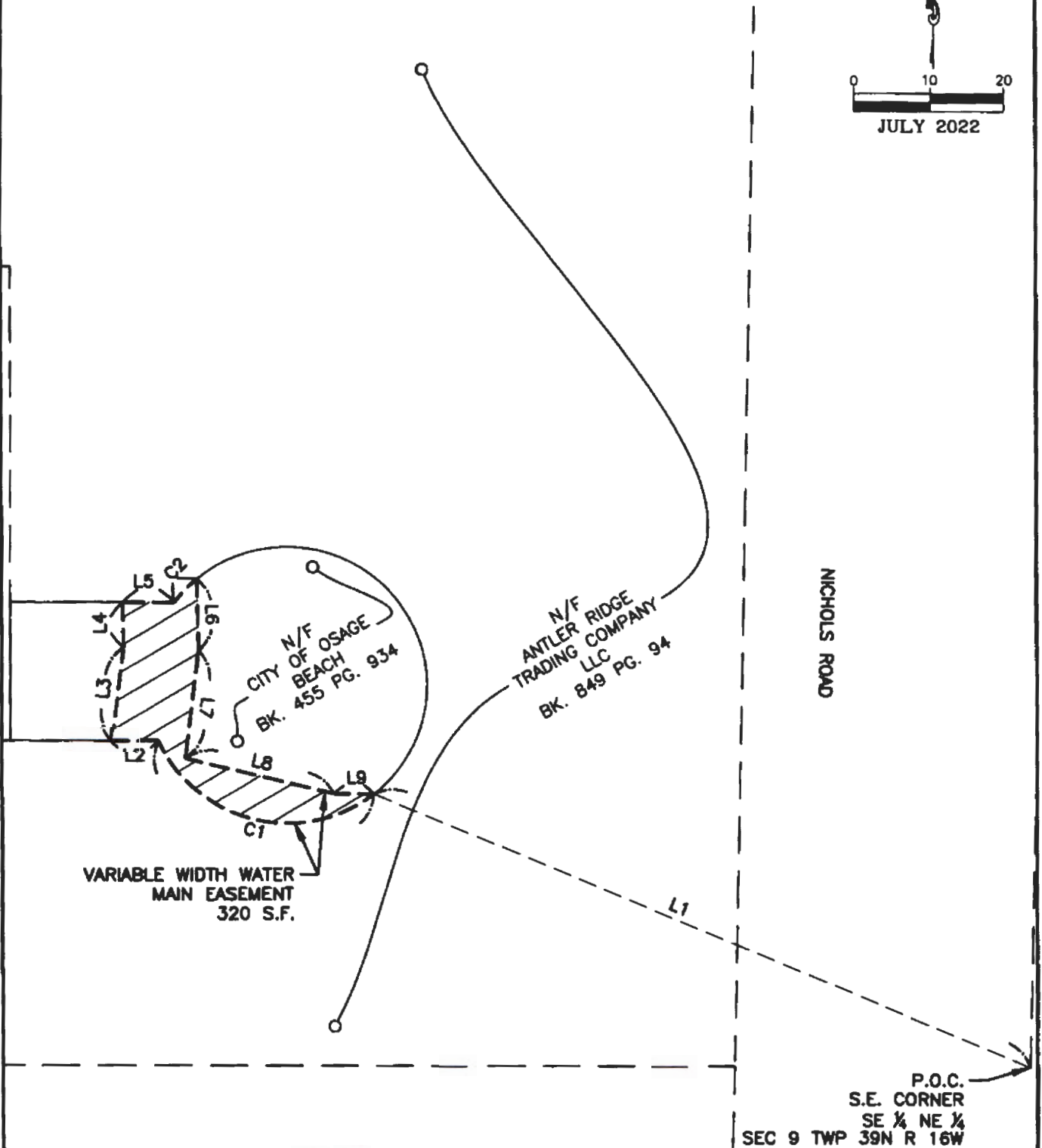
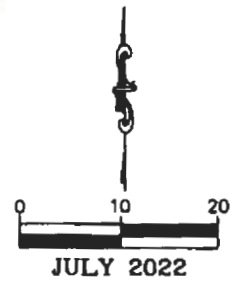
On this _____ day of _____, 20__, before me personally appeared _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as agent of Grantor and with full and complete authority to do this act.

IN TESTIMONY WHEREOF, I have hereunto set me hand and affixed my official seal in the County and State aforesaid, the date and year first above written.

My Term Expires: _____

Notary Public

EXHIBIT "A"



A TRACT OF LAND BEING PART OF THE SE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$
SECTION 9, TOWNSHIP 39 NORTH, RANGE 16 WEST
CITY OF OSAGE BEACH, CAMDEN COUNTY, MISSOURI

EXHIBIT "A-1"

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N67°02'29"W	96.46'
L2	N89°47'17"W	6.17'
L3	N07°04'01"E	12.91'
L4	N01°03'52"W	6.18'
L5	S89°47'17"E	6.91'
L6	S01°04'14"E	9.81'
L7	S07°00'53"W	14.92'
L8	S76°15'02"E	20.64'
L9	S89°32'32"E	5.46'

CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	34.63'	19.00'	N75°47'14"W	30.03'
C2	4.42'	19.00'	N43°30'41"E	4.41'

**A TRACT OF LAND BEING PART OF THE SE ¼ OF THE NE ¼
SECTION 9, TOWNSHIP 39 NORTH, RANGE 16 WEST
CITY OF OSAGE BEACH, CAMDEN COUNTY, MISSOURI**

19-7990

WATER LINE EASEMENT WOODLAND COVE (CITY PARCEL)

JULY 28 2022

A VARIABLE WIDTH UTILITY EASEMENT BEING PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9 TOWNSHIP 39 NORTH RANGE 16 WEST OF THE FIFTH PRINCIPAL MERIDIAN CITY OF OSAGE BEACH CAMDEN COUNTY MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9; THENCE N67°02'29"W 96.46 FEET TO THE POINT OF BEGINNING OF THE EASEMENT DESCRIBED HEREIN; SAID POINT BEING ON THE RADIUS OF A TRACT OF LAND CONVEYED TO THE CITY OF OSAGE BEACH IN BOOK 455 PAGE 934; THENCE ALONG SAID CITY PARCEL ALONG A NON-TANGENTIAL CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 19.00 FEET AN ARC LENGTH OF 34.63 FEET A CHORD COURSE N75°47'14"W 30.03 FEET TO A POINT; THENCE N89°47'17"W 6.17 FEET TO A POINT; THENCE N07°04'01"E 12.91 FEET TO A POINT; THENCE N01°03'52"W 6.18 FEET TO A POINT; THENCE S89°47'17"E 6.91 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 19.00 FEET AN ARC LENGTH OF 4.41 FEET A CHORD COURSE OF N43°30'41"E 4.41 FEET TO A POINT; THENCE S01°04'14"E 9.81 FEET TO A POINT; THENCE S07°00'53"W 14.92 FEET TO A POINT; THENCE S76°15'02"E 20.64 FEET; THENCE S89°32'32"E 5.46 FEET TO THE BEGINNING CONTAINING 320 SQUARE FEET, SUBJECT TO ANY AND ALL EASEMENTS RESTRICTIONS COVENANTS OF RECORD.