

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF PERRYVILLE, MISSOURI, TO ATTEST TO THE CITY'S ACCEPTANCE OF CERTAIN PROPERTY, WHICH SAID PROPERTY IS PARTICULARLY SET FORTH IN THE ATTACHED EASEMENT DEED.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PERRYVILLE, MISSOURI, AS FOLLOWS:

Section 1. The Mayor and Board of Aldermen of the City of Perryville, Missouri, do hereby accept the Easement Deed from **Larry W. and Charlyn D. Winkler Revocable Trust**, which is attached hereto, subject to all of the terms and conditions therein expressed.

Section 2. The Mayor and City Clerk of the City of Perryville be, and they are, hereby authorized to do all acts and execute all instruments appropriate or necessary to accept the Easement Deed.

Section 3. The City Clerk is hereby directed to file a copy of the Easement Deed with the Recorder of Deeds of Perry County, Missouri.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 5. This ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: _____.

SECOND READING: _____.

PASSED AND APPROVED this _____ day of _____, 2021, by a vote of _____ ayes, _____ nays, _____ abstentions, and _____ absent.

CITY OF PERRYVILLE, MISSOURI

By: _____
Mayor

ATTEST:

City Clerk

EASEMENT DEED

THIS EASEMENT DEED made and entered into this 21st day of April, 2021, by and between

LARRY W. AND CHARLYN D. WINKLER REVOCABLE TRUST

Dated July 8, 2020

By LARRY W. WINKLER AND CHARLYN D. WINKLER, Trustees, "Grantor"

of the County of Perry, State of Missouri, Party of the First Part, and

CITY OF PERRYVILLE, MISSOURI, a municipal corporation, "Grantee"

215 North West Street, Perryville, MO 63775

of the County of Perry, State of Missouri, Party of the Second Part.

WITNESSETH, that the said Party of the First Part, for and in consideration of the sum of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION, does by these presents grant unto the said Party of the Second Part,

AN EASEMENT for the following purposes: To construct, reconstruct, install, patrol, utilize, maintain, repair, replace, add to, and operate on or above the surface or underground, storm water drainage systems and structures, all municipal utilities, and all necessary appurtenances thereto over, upon, across, under, in, and through the following described real estate situated in the County of Perry, State of Missouri, to-wit:

A PERMANENT EASEMENT TO CONSTRUCT, MAINTAIN, AND REPAIR STORM SEWERS, SINKHOLES, AND UTILITIES, BEING PART OF TRACT NO. III AS RECORDED IN DOCUMENT #2020R01924 OF THE PERRY COUNTY DEED RECORDS, AND BEING PART OF UNITED STATES SURVEY 846, AND PART OF FRACTIONAL SECTION 18, TOWNSHIP 35 NORTH, RANGE 11 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF PERRYVILLE, MISSOURI, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH AN IRON PIPE, THE SOUTHEAST CORNER OF SAID TRACT NO. III BEARS SOUTH 43 DEGREES 37 MINUTES 51 SECONDS EAST 151.82 FEET; THENCE NORTH 89 DEGREES 06 MINUTES 17 SECONDS WEST 50.00 FEET; THENCE NORTH 00 DEGREES 53 MINUTES 43 SECONDS EAST 50.00 FEET; THENCE SOUTH 89 DEGREES 06 MINUTES 17 SECONDS EAST 15.50 FEET; THENCE NORTH 00 DEGREES 53 MINUTES 43 SECONDS EAST 8.00 FEET; THENCE SOUTH 89 DEGREES 06 MINUTES 17 SECONDS EAST 34.50 FEET; THENCE SOUTH 00 DEGREES 53 MINUTES 43 SECONDS WEST 58.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,776 SQUARE FEET.

Party of the Second Part, its successors, assigns, and licensees shall repair and restore the property to its original condition following any construction, repair, and/or maintenance work. As long as the work of the Party of the Second Part, its successors, assigns and licensees, is done in a good and workmanlike manner and is done without negligence by the Party of the Second Part, its successors, assigns, and licensees, then the Party of the First Part hereby releases the Party of the Second Part, its successors, assigns and licensees, from any claim for liability.

The Party of the First Part hereby reserves the right to use the easement premises in any manner that will not prevent or interfere with the exercise by the Party of the Second Part of the rights granted hereunder; provided, however, that the Party of the First Part shall not obstruct, or permit to be obstructed, the easement premises at any time whatsoever without the express prior written consent of the Party of the Second Part. Specifically the Party of the First Part shall keep the easement clear of all future buildings, structures, harmful vegetation, or obstructions that may interfere with the operation or maintenance of the utilities, except where permitted by the Party of the Second Part. The Party of the First Part furthermore agrees to advise and consult with the Party of the Second Part in advance of any change in the grade and/or elevation of the land within the easement as granted herein so as to allow the Party of the Second Part to maintain mandatory depth requirements and all other safety precautions as required by and set forth in the City of Perryville Code of Ordinances or other applicable federal, state, or local law, statute, rule, regulation, or ordinance.

Party of the First Part understands that work, repairs, and maintenance in and around said sinkhole may be done from time to time to maintain the surface drainage situation and that maintenance shall be of a permanent and ongoing nature and Party of the First Part is aware of risks and problems that may arise concerning maintenance. Party of the First Part hereby give a

full release of liability to the City of Perryville, Missouri, for all damages caused to either person or property during such time as the City is involved in providing work, repairs, and maintenance in and around said sinkhole.

Party of the First Part warrants it is the owner of the land herein conveyed and has the right to make this conveyance and receive the payment therefor and the Party of the First Part covenant that the Party of the Second Part, its successors, assigns, and licensees may quietly enjoy the premises for the uses herein stated.

TO HAVE AND TO HOLD the said Easement, together with all rights and appurtenances to the same belonging unto the said Party of the Second Part and to its successors and assigns.

IN WITNESS WHEREOF, the said Party of the First Part has executed these presents the day and year first above written.


Larry W. Winkler, Trustee

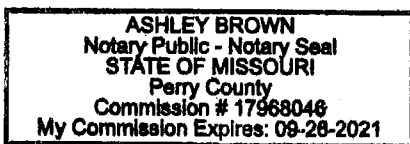

Charlyn D. Winkler, Trustee

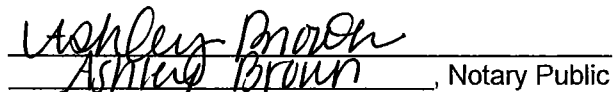
Trustees of the Larry W. and Charlyn D. Winkler
Revocable Trust dated July 8, 2020

STATE OF MISSOURI)
COUNTY OF PERRY) ss.

On this 21st day of April, 2021, before me personally appeared **Larry W. Winkler and Charlyn D. Winkler, Trustees of the Larry W. and Charlyn D. Winkler Revocable Trust dated July 8, 2020**, to me known to be the persons described in and who executed the foregoing instrument in accordance with the terms of said trust and acknowledged to me that they executed the same as their free act and deed as such Trustees; and that said trust has not been terminated or revoked and is still in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year first above written.




Ashley Brown, Notary Public
State of Missouri
County of Perry
Commission No.: 17968046
My term expires: 9-28-2021