

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 **Hoeckele 4, LLC**, 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 February, 2026, 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 22<sup>nd</sup> day of December, 2025, by and between

**Hoeckele 4, LLC, a Missouri Limited Liability Company,  
"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** that shall run with the land for the following purposes: To construct, reconstruct, install, patrol, utilize, maintain, repair, replace, add to, and operate on or above the surface or underground, 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, DITCHES, SLOPES AND SIDEWALKS, SAID EASEMENT BEING PART OF LOT 3 OF SUGAR HILL PLAZA AS RECORDED IN DOCUMENT #2006R04357 OF THE PERRY COUNTY DEED RECORDS AND BEING PART OF UNITED STATES SURVEY 845, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF PERRYVILLE, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CHISELED CROSS ON THE NORTHERLY RIGHT OF WAY LINE OF EDMONT(60 FEET WIDE) BOULEVARD, BEING THE MOST SOUTHERN CORNER OF SAID LOT 3; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 68 DEGREES 09 MINUTES 10 SECONDS WEST 186.00 FEET TO AN IRON PIN, THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 30.00 FEET TO WHICH A RADIAL LINE BEARS SOUTH 21 DEGREES 50 MINUTES 50 SECONDS WEST; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE, NORTHERLY

ALONG SAID CURVE AN ARC DISTANCE OF 47.12 FEET TO AN IRON PIN ON THE EASTERLY RIGHT OF WAY LINE OF VINCENTIAN (60 FEET WIDE) WAY; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE SOUTH 68 DEGREES 09 MINUTES 10 SECONDS EAST 25.78 FEET; THENCE SOUTH 28 DEGREES 23 MINUTES 41 SECONDS EAST 31.27 FEET; THENCE SOUTH 68 DEGREES 09 MINUTES 10 SECONDS EAST 103.21 FEET; THENCE NORTH 84 DEGREES 24 MINUTES 28 SECONDS EAST 19.53 FEET; THENCE SOUTH 68 DEGREES 09 MINUTES 10 SECONDS EAST 45.64 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 3; THENCE SOUTH 21 DEGREES 50 MINUTES 50 SECONDS WEST 19.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,212 SQUARE FEET.

Grantor does hereby also grant to Grantee the following temporary easements, to have and to hold, until expired, such easements to run with the land, inure to the benefit of the parties hereto, their heirs, and assigns, and shall automatically terminate an expire upon the later of: (a) the completion of all construction related in any way to the TAP 5013(002) Edgemont Shared Use Path project, or (b) five (5) years from the date of this deed. Upon the expiration of the term of these temporary easements, all of the rights and benefits of Grantee in, to and under this Deed with respect to the temporary easements shall automatically terminate and be of no further force or effect:

A TEMPORARY GRADING AND CONSTRUCTION EASEMENT, BEING PART OF LOT 3 OF SUGAR HILL PLAZA AS RECORDED IN DOCUMENT #2006R04357 OF THE PERRY COUNTY DEED RECORDS AND BEING PART OF UNITED STATES SURVEY 845, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF PERRYVILLE, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID LOT 3 FROM WHICH A CHISELED CROSS THE MOST SOUTHERN CORNER OF SAID LOT 3 BEARS SOUTH 21 DEGREES 50 MINUTES 50 SECONDS WEST 19.00 FEET; THENCE LEAVING SAID EASTERLY LINE NORTH 68 DEGREES 09 MINUTES 10 SECONDS WEST 45.64 FEET; THENCE SOUTH 84 DEGREES 24 MINUTES 28 SECONDS WEST 19.53 FEET; THENCE NORTH 68 DEGREES 09 MINUTES 10 SECONDS WEST 103.21 FEET; THENCE NORTH 28 DEGREES 23 MINUTES 41 SECONDS WEST 31.27 FEET; THENCE NORTH 68 DEGREES 09 MINUTES 10 SECONDS WEST 25.78 FEET TO AN IRON PIN ON THE EASTERLY RIGHT OF WAY LINE OF VINCENTIAN (60 FEET WIDE) WAY; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 21 DEGREES 50 MINUTES 50 SECONDS EAST 20.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 68 DEGREES 09 MINUTES 10 SECONDS EAST 33.01 FEET; THENCE SOUTH 28 DEGREES 23 MINUTES 41 SECONDS EAST 46.90 FEET ; THENCE SOUTH 68 DEGREES 09 MINUTES 10 SECONDS EAST 81.52 FEET; THENCE NORTH 84 DEGREES 24 MINUTES 28 SECONDS EAST 19.53 FEET; THENCE SOUTH 68 DEGREES 09 MINUTES 10 SECONDS EAST 48.08 FEET TO SAID EASTERLY LINE OF LOT 3; THENCE SOUTH 21 DEGREES 50 MINUTES 50 SECONDS WEST 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,957 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 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 covenants 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.

**HOECKELE 4, LLC, a Missouri Limited Liability Company**

By: Paul H. Hoecke  
Paul H. Hoecke, member

STATE OF MISSOURI )  
COUNTY OF PERRY ) ss

On this 22<sup>nd</sup> day of December, 2025, before me personally appeared **Paul H. Hoecke**, member of Hoecke 4, LLC, known to me to be the persons who executed the foregoing document on behalf of said limited liability company and acknowledged to me that they executed the same as their free act and deed.

**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.

Lacey Best, Notary Public  
State of Missouri  
County of Perry  
My term expires: 9-10-2028



