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CITY OF MOBERLY



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1. Title: PERMANENT SEWER EASEMENT
 2. Date: 5-31-20
 3. Grantor: Brandon Smith and Ariel Smith, Husband and Wife
 4. Grantee: City of Moberly, Missouri
 5. Mailing Address of Grantee: 101 West Reed Street, Moberly, MO 65270
 6. Legal Description:

A STRIP OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 921, PAGE 3350 AND BEING PART OF TRACT 2 OF THE SURVEY RECORDED IN SLEEVE 374A, PAGE 1 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT 2 AND WITH THE NORTH LINE THEREOF, SAID STRIP BEING 25.0 FEET WIDE AND GRADUALLY WIDENING IN UNIFORM WIDTH TO 30.0 FEET WIDE AT THE NORTHWEST CORNER OF SAID TRACT 2 AND THE END OF THIS DESCRIBED STRIP

PERMANENT SEWER LINE EASEMENT**KNOW ALL MEN BY THESE PRESENTS:**

THAT, Brandon Smith and Ariel Smith, husband and wife, hereinafter called the Grantor, for and in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the City of Moberly, Missouri, a municipal corporation of the State of Missouri, hereafter called Grantee, a permanent easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a sewer line or forcemain extension, and any and all appurtenances incidental thereto on, over, under and through the following described tract of land lying, being and situated in the City of Moberly, Randolph County, Missouri, to-wit:

A STRIP OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 921, PAGE 3350 AND BEING PART OF TRACT 2 OF THE SURVEY RECORDED IN SLEEVE 374A, PAGE 1 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT 2 AND WITH THE NORTH LINE THEREOF, SAID STRIP BEING 25.0 FEET WIDE AND GRADUALLY WIDENING IN UNIFORM WIDTH TO 30.0 FEET WIDE AT THE NORTHWEST CORNER OF SAID TRACT 2 AND THE END OF THIS DESCRIBED STRIP

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the Grantee, its successors and assigns for so long as said use shall continue, the Grantor hereby covenanting for its heirs and successors and assigns unto the Grantee, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions which will interfere with the Grantee in using said land for the purpose of erecting, constructing, reconstructing, operating, repairing, and maintaining said sewer line or forcemain extension and appurtenances.
2. The right of Grantee, its agents, servants, employees, or independent contractor to go upon said land, and so much of the Grantor's adjoining land as may be reasonably necessary, at any time for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said sewer line or forcemain extension and all appurtenances incidental thereto.
3. That Grantor is lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that they will forever warrant and

defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.

4. Grantee may exercise the rights granted under this instrument so long as Grantee utilizes the real estate above described for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sewer line and once Grantee ceases such use this Easement shall terminate.

IN WITNESS WHEREOF, said Grantor does hereunder set his hand and subscribe his name to the foregoing, this 31 day of May, 2022.

CITY OF MOBERLY, MISSOURI, Grantee

By: Brian Crane
Brian Crane, City Manager

ATTEST: Shannon Hance
Shannon Hance, City Clerk

Grantors

By: Brandon Smith
Brandon Smith, Grantor

By Ariel Smith
Ariel Smith, Grantor

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI)
)
) *Callaway*
COUNTY OF RANDOLPH)

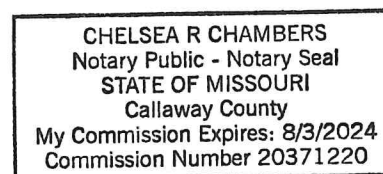
On this 31 day of may, 2022, before me, the undersigned Notary Public, personally appeared Brandon Smith and Ariel Smith, to me personally known, who by me being duly sworn, did say that they are man and wife, and that said instrument was signed by them upon and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Randolph County, Missouri, the day and year last above written.

Chelsa P. Chambers

Notary Public

My commission expires 8-3-24



GRANTEE'S ACKNOWLEDGMENT

STATE OF MISSOURI)
)
 COUNTY OF RANDOLPH)

On this 7 day of June, 2022, before me, the undersigned Notary Public, personally appeared Brian Crane, to me personally known, who being by me duly sworn, did say he is the City Manager of the City of Moberly, Missouri, a municipal corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and the said Brian Crane acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Randolph County, Missouri, the day and year last above written.

Shirley Olney

Notary Public

My commission expires: Jan 29, 2024

