

## Attachment 1

### DEVELOPER AGREEMENT

**THIS DEVELOPER AGREEMENT** (“Agreement”) is entered into as of the date and year on which the final party hereto affixes his/her/its signature(s) below, by and between the City of Republic Missouri (“City”) and The Empire District Electric Company, d/b/a Liberty Utilities, a foreign for-profit corporation in good standing with the Missouri Secretary of State (“Liberty Utilities”) (“Developer” and/or “Liberty”). City and Developer are referred to together herein as the “Parties.”

#### WITNESSETH:

**WHEREAS**, the City is a municipal corporation and Charter City located in Greene County, Missouri; and

**WHEREAS**, Developer is a foreign for-profit corporation in good standing with the Missouri Secretary of State and licensed to do business in the State of Missouri, including Greene County, Missouri; and

**WHEREAS**, Developer is currently the owner of certain parcels of real property consisting of approximately 18,410 square feet of land located in the City of Republic, Missouri, the legal descriptions for which are included on **Exhibits 1 and 2 (and more specifically, on Exhibit 1, EXHIBIT “A” and Exhibit 2, EXHIBIT “A”)**, attached and incorporated by reference herein into this Agreement (both parcels are referred to together as “the Property”); and

**WHEREAS**, Developer is additionally the owner of land located immediately adjacent to the Property, on which Developer will be required to construct certain stormwater detention improvements in order to develop the land for future use under the City’s permitting and other code requirements (“Developer’s Property”); and

**WHEREAS**, Developer wishes to transfer interest in the Property, consisting of approximately 18,410 square feet of land, to the City for public purpose use in exchange for the City’s agreement to incorporate any necessary stormwater improvements required to satisfy Developer’s stormwater detention requirements for Developer’s Property into improvements the City will be constructing on or near the Property; and

**WHEREAS**, Developer’s transfer of interest in the Property to the City is intended to be a donation to the City, to be effected through delivery of a Deed of Dedication, attached hereto as **Exhibit 1**, and a Quit Claim Deed, attached hereto as **Exhibit 2**, to the City; and

**WHEREAS**, a private donation of land to the City for a public purpose use is permitted under Republic Municipal Code Section 410.100 (“Platting Exceptions”), and is not subject to the minor subdivision requirements regulations otherwise contained in Chapter 140; and

**WHEREAS**, the City intends to use the dedicated Property for public use, tentatively to provide parking for a proposed future City park, if approved by City Council and subject to the availability of necessary funding; and

**WHEREAS**, the Parties now enter into this Agreement with the intention of being bound by its terms and conditions, and with the understanding and acknowledgement that this Agreement is expressly contingent upon the approval of the City Council.

**NOW, THEREFORE**, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

1. **Ability to Contract:** Developer represents and warrants that it holds all ownership interest in the Donated Property and Subject Property subject to the terms of this Agreement, and that it has the legal authority and capacity to enter into this Agreement and fulfill all terms contained herein. City represents and warrants that it has the legal authority and capacity to enter into this Agreement and fulfill all terms contained herein.
2. **Public Improvements:**
  - a. **Scope of Work Under This Agreement:** In exchange for Developer's dedication of the Property and other promises contained herein, City agrees to perform the following work under this Agreement ("Public Improvements" and/or "Work"):
    - i. City will, at its own cost, incorporate any necessary stormwater improvements deemed required in order for Developer to satisfy applicable stormwater detention requirements for Developer's Property into City's planned construction of stormwater improvements on or about the Property for public use.
    - ii. Unless otherwise specified in this Agreement or as modified by written amendment executed by the Parties, City will be the sole judge of the work required to fully and properly complete construction of the Public Improvements and meet any other obligations of the City under this Agreement, including but not limited to, the work to be performed, the contractors or subcontractors hired to do the work being performed, the engineer(s) selected, the construction methods used, the equipment, materials and supplies to be used, and providers of such equipment, materials and supplies.
    - iii. The Public Improvements may include, but are not necessarily limited to, the construction of a berm to relieve stormwater runoff or flooding to the north of the Property.
    - iv. The City shall be solely responsible for the acquisition of all necessary permitting for the Work, as determined within its sole discretion, including but not necessarily limited to, acquisition of the floodplain permit expected to be required.
    - v. In the event the City constructs a parking lot on the Property, such parking lot is intended for use only by the City or as otherwise allowed by the City for public purposes, and any such parking spaces or facilities erected on the Property shall not be available for use by Developer, including Developer's owners, representatives, employees, or agents, or by Developer's guests, customers, visitors, clients, invitees, tenants or the like, for access to Developer's Property or for any other use of Developer's Property.
    - vi. All specifications for the Work shall be established, determined and documented in the Final Approved Infrastructure Plans.

**b. Construction Period:**

- i. City's performance of the Work shall commence upon completion and approval of the Final Infrastructure Plans, as approved by the City.
- ii. The Parties may agree upon a date certain by which the Work must be completed following execution of this Agreement; provided, that any such agreement is made by written amendment to this Agreement and executed by both Parties. Notwithstanding any such amendment specifying a date certain for completion of the Work, the Parties herein acknowledge that the City's completion of the Public Improvements by any date certain is expressly contingent upon timely delivery to the City of all engineering and other infrastructure plans required for the City to perform the Work.
- iii. Nothing contained in this paragraph or this Agreement shall be construed to restrict City's right to construct the Public Improvements at any time prior to the estimated date shown hereinabove, or to continue constructing the Public Improvements after the estimated date shown hereinabove, so long as City is making substantial and continuing progress toward completion of the Public Improvements.
- iv. The time for completion of the Work shall be extended as necessary to accommodate delayed progress of the Public Improvements due to changes in work, any act or omissions of Developer or its employees, agents, or representatives that are contrary to this Agreement or any other cause that is not reasonably foreseen or beyond the control of City, its subcontractors, or suppliers including, but not limited to acts of God, acts of a government authority, natural or manmade disaster, delay in the transportation or shortages of materials or equipment, abnormal weather conditions or labor disputes.

**c. Site Access:** If at any time during the course of this Agreement, the City should need to access Developer's Property for the purpose of completing the Work or otherwise satisfying any of its obligations under this Agreement, Developer agrees to provide the City, including its employees, workers, subcontractors, suppliers, and other authorized representatives, with reasonable access to Developer's Property only to the extent necessary for completing the Work.

**3. Easements:** Developer agrees to execute any easements and/or rights-of-way that may be required in order for the City to complete the Work and, if applicable, to provide any ongoing maintenance as needed or otherwise appropriate. Said easements will be provided by Developer to the City at no cost to the City. The Parties additionally acknowledge and agree that City may need to acquire further easements and/or rights-of-way from Developer to allow for changes or extensions to the Work that may be deemed necessary or appropriate following execution of this Agreement. The Parties agree to negotiate in good faith to allow City to acquire such further easements from Developer as become necessary. Should any easements and/or rights-of-way under this Agreement not be in use or no longer be necessary for the Parties to satisfy all terms of this Agreement, the City agrees to take the reasonably necessary steps to vacate said easements and/or rights-of-way within ninety (90) days of being notified by Developer of its desire to vacate the easements and/or rights-of-way executed pursuant to this Agreement. The Parties agree and understand such vacation

requires multiple steps, including a public hearing, a hearing and recommendation before the City's Planning and Zoning Commission, and approval by the City Council through an Ordinance.

4. **Conflict of Interest:** No salaried director, officer or employee of the City, and no member of the City Council, shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement null and void in its entirety. The Parties expressly acknowledge that violation of any applicable federal law, federal regulation, state law, including specifically the provisions contained in Section 105.450 *et seq.*, RSMo., or the Republic Municipal Code, committed in connection with execution of this Agreement or performance of any obligations under this Agreement, shall constitute grounds for immediate termination of this Agreement by the non-violating party.
5. **Entire Agreement:** This Agreement contains the entire Agreement between the Parties and supersedes all prior and contemporaneous written or oral agreements unless excluded herein. This Agreement may not be modified or amended other than in writing as agreed to by the Parties.
6. **Default by City and Termination:** If the City shall fail to timely and satisfactorily fulfill its obligations under this Agreement due to its own delay or any other cause attributable to and within the control of the City, become insolvent, or violate any of the covenants, agreements or stipulations contained in this Agreement, the Developer shall deliver written notice of such failure to City, and if such failure or violation is not cured within thirty (30) days thereafter (or such longer period of time as is reasonably necessary, provided the City begins to cure such failure or violation within such thirty (30) day period following receipt of notice from Developer and thereafter diligently pursues the same to completion without undue delay or interruption), the Developer shall then have the right to terminate this Agreement by giving at least five (5) days prior written notice to City of such termination, specifying the effective date thereof. The remedies specified herein above shall be the only remedy or recourse available to Developer in the event of a breach and Developer expressly acknowledges the City shall not be liable or otherwise responsible for any claimed damages due to delay, change in development plans or development timeline, loss of profits or anticipated income, or any other damages associated in any way with this Agreement.
7. **Default by the Developer and Termination:** If Developer shall fail to effect the transfer of interest to the Property to the City or otherwise transfer a lesser interest than that provided for in the Deed of Dedication and Quitclaim Deed attached hereto, the City shall have the right to (1) provide written notice of such failure to Developer and require Developer to cure the default within thirty (30) days of such notice; or alternatively, (2) terminate this Agreement by giving at least five (5) days prior written notice of such termination, specifying the effective date thereof. If City elects to terminate the Agreement under the provisions of this paragraph, Developer shall be liable to the City for reimbursement of any and all actual costs the City may have incurred in commencing the Work required under this Agreement.
8. **Jurisdiction and Venue:** This Agreement shall be taken and deemed to have been fully executed and made by the Parties in the State of Missouri and thus is governed by the laws of the State of Missouri for all purposes and intents. Venue under this

Agreement or any disputes that come from this Agreement shall be in the Circuit Court of Greene County, Missouri.

9. **Dispute:** In the event the City is the prevailing party in any litigation arising out of or relating to this Agreement, the City shall be entitled to recover from the Developer all reasonable attorneys' fees and expenses actually incurred by the City in enforcing its rights under this Agreement.
10. **Liability:** Nothing in this Agreement shall be construed to create any liability on behalf of the City for any direct, special, indirect, liquidated, or consequential damages. Developer agrees that the type of work to be performed under this Agreement will cause damage to the Property, and Developer agrees that the City shall not be liable for any damages caused to the Property outside of that necessary to complete the Public Improvements contemplated by this Agreement.
11. **Independent Contractor:** The Parties to this Agreement are separate and independent from each other. This Agreement shall not be construed as creating any type of joint venture or partnership between the Parties.
12. **Execution:** The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures, unless otherwise required by state or local law, including requirements for recording with the County Clerk. In addition to facsimile or scanned and email signatures, this Agreement may be executed by the Parties in accordance with the applicable version of the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Commerce Act ("ESIGN"). The Parties hereto agree to conduct transactions by electronic means and hereby affirmatively consent to use electronic records to memorialize and execute this Agreement and any alterations thereto. At the request of any party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment.
13. **Survival:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns as provided in this Agreement. The Parties acknowledge and agree that the rights and benefits afforded Developer under this Agreement shall run with the Property and shall be enforceable by and for the benefit of any and all successor owners of the Property without further consideration to or consent by the City. The Parties acknowledge and agree that at the request of any Party, a memorandum of this Agreement shall be duly executed by the Parties and recorded in the real estate records of Greene County, Missouri; provided, however, this Agreement shall be binding and enforceable as between the City and any current or future owner of the Property without recording thereof.
14. **Headings:** The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.
15. **Whereas Clauses:** The "Whereas" clauses stated above are incorporated herein by reference.

16. **Assignment:** This Agreement may not be assigned by any Party without the prior written consent of the other Parties.
17. **Sovereign Immunity:** In no event shall any language or requirement in this Agreement be construed as or constitute a waiver or limitation of the City's defenses regarding sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, statutes, and/or laws.
18. **Severability Clause:** A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section, or part, of this Agreement shall not affect the validity of the remaining parts to this Agreement.
19. **Contingent Upon Funds and Approval:** This Agreement is expressly subject to and conditioned upon approval, by ordinance, of the City Council, and additionally subject to the appropriation of adequate funds from the City Council. Developer shall have no right of action against the City in the event the City is unable to perform its obligations under this Agreement as the result of the City Council's refusal to approve of this Agreement or refusal to appropriate the necessary funds.
20. **Supplemental Agreements/Additional Action:** The Parties agree to cooperate fully, to execute any supplemental agreements, and to take all additional actions that may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.
21. **Waiver:** The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.
22. **Contract Documents:** The Agreement shall consist of the following:
- a. This Agreement;
  - b. Exhibit 1 – Deed of Dedication with Legal Description and Survey;
  - c. Exhibit 2 – Quit Claim Deed with Legal Description and Survey; and
  - d. Any properly executed amendments or addendums.
23. **Notices:** Any notice, request or demand provided for in this Agreement shall be deemed to have been given when the same shall have been personally delivered to the following offices or when notice is received after being deposited in the United States Mail, Registered or Certified, with postage thereon prepaid as follows:

To City: City of Republic, Missouri  
Attn: City Administrator  
213 North Main Street  
Republic, Missouri 65738

To Developer: The Empire District Electric Company  
d/b/a Liberty Utilities  
Attn: Adam Greek  
3400 South Kodiak Road  
Joplin, MO 64804

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURES  
APPEAR ON FOLLOWING PAGE, Page 8 of 8]**

**IN WITNESS WHEREOF**, having read all terms and conditions contained herein above and with the intent to be legally bound to and by them, the Parties have caused this Agreement to be executed as of the day and year first above written.

**THE EMPIRE DISTRICT ELECTRIC COMPANY, D/B/A LIBERTY UTILITIES, by:**

**CITY OF REPUBLIC, MISSOURI, by:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
David Cameron, City Administrator

\_\_\_\_\_  
(Printed Name)

**Approved as to Finance/Budget:**

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Bob Ford, Finance Director

**Approved as to Form:**

\_\_\_\_\_  
Megan McCullough, City Attorney

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**DEED OF DEDICATION**

**THIS DEED**, made on the \_\_\_\_ day of \_\_\_\_\_ 2024, between Empire District Electric Company (aka Liberty Utilities), hereinafter called "Grantor", and the City of Republic, Missouri, a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized, and existing under the laws of the State of Missouri, whose primary address is 4221 S. Wilson's Creek Boulevard, Republic, Missouri, 65738, hereinafter called "Grantee".

**WITNESSETH:**

That for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable considerations, the receipt of which are hereby acknowledged, Grantor hereby dedicates to Grantee, including its successors, assigns, legal representatives and to its agents, servants and employees, for the benefit of the public, forever, the following described property, to wit:

**SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION AND EXHIBIT "B" FOR SURVEY.**

Said dedication shall be for the purpose of permitting Grantee to construct and forever maintain for public use thereon, through, over, under and across said property, together with all necessary and convenient appurtenances thereto, which may include, but not necessarily be limited to, streets, storm drainage features and facilities, pedestrian ways, franchised public utilities and telecommunication services; and to use and maintain the same. The dedication of the above-described property is with the free consent and in accordance with the desire of the undersigned owners, proprietors and trustees, if any. The dedication constitutes an irrevocable conveyance of fee simple interest in the property.

Acceptance of this conveyance by Grantee shall not impose upon Grantee any obligation for the opening, widening, installation, improvement or maintenance of the above-described property for any purpose, which obligation shall arise, if at all, only by separate action of Grantee.

**IN WITNESS WHEREOF**, Grantor has hereunto caused this instrument to be executed the day and year first above written.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Office

\_\_\_\_\_  
Name and Office

**IN WITNESS WHEREOF**, said Grantor(s) has/have executed this instrument on the date first above written.

STATE OF MISSOURI                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared \_\_\_\_\_ (name), \_\_\_\_\_ (title), known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they was/were duly authorized by said \_\_\_\_\_ to execute the same as his/her/their free act and deed.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my official seal at my office in \_\_\_\_\_, Missouri the day and year first above written.

My term expires: \_\_\_\_\_

/s/ \_\_\_\_\_  
Notary Public

# EXHIBIT "A"

## DESCRIPTION:

DESCRIPTION OF PROPERTY BEING TRANSFERRED FROM EMPIRE DISTRICT ELECTRIC COMPANY AS RECORDED IN GREENE COUNTY MISSOURI RECORDER'S BOOK 2019 AT PAGE 0379031-19 TO THE CITY OF REPUBLIC:

COMMENCING 636 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW $\frac{1}{4}$ ) OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$ ) OF SECTION 19, TOWNSHIP 28 N, RANGE 23 W, THENCE N 88°26'18" W A DISTANCE OF 20' TO THE WESTERLY RIGHT-OF-WAY (R/W) OF WEST AVE. AS IT NOW EXISTS, SAID POINT ALSO BEING THE NE CORNER OF THE EMPIRE ELECTRIC DISTRICT PROPERTY AS DESCRIBED IN BOOK 2019 AT PAGE 0379031-19;

THENCE ALONG THE WESTERLY R/W OF SAID WEST AVE. AND THE EASTERLY LINE OF LAST SAID TRACT S 01°24'23" W A DISTANCE OF 45.19' TO A POINT ON A NON-TANGENT CURVE ON THE WESTERLY R/W OF HIGHWAY 174;

THENCE ALONG LAST SAID R/W AND EASTERLY LINE OF LAST SAID TRACT, WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 273.79', A RADIUS OF 4,207.98', A CHORD BEARING OF S 40°11'00" W, A CHORD LENGTH OF 273.75', TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE SW CORNER OF SAID EMPIRE DISTRICT ELECTRIC COMPANY PROPERTY;

THENCE CONTINUING ALONG THE SOUTHERLY AND WESTERLY PROPERTY LINE OF SAID PROPERTY THE FOLLOWING TWO (2) COURSES:

- 1) N 87°58'11" W A DISTANCE OF 324.76' TO AN SIP;
- 2) N 01°52'30" E A DISTANCE OF 75.00' TO AN SIP;

THENCE LEAVING SAID PROPERTY LINE S 87°58'11" E A DISTANCE OF 78.81' TO AN SIP;  
THENCE S 34°55'46" E A DISTANCE OF 25.03' TO AN SIP;  
THENCE S 87°58'11" E A DISTANCE OF 188.13' TO AN SIP;  
THENCE S 35°58'52" E A DISTANCE OF 69.81' TO AN SIP;  
TO SAID TRUE POINT OF BEGINNING, HAVING AN AREA OF 18410.0 SQUARE FEET, 0.423 ACRES MORE OR LESS AND SUBJECT TO ALL EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.



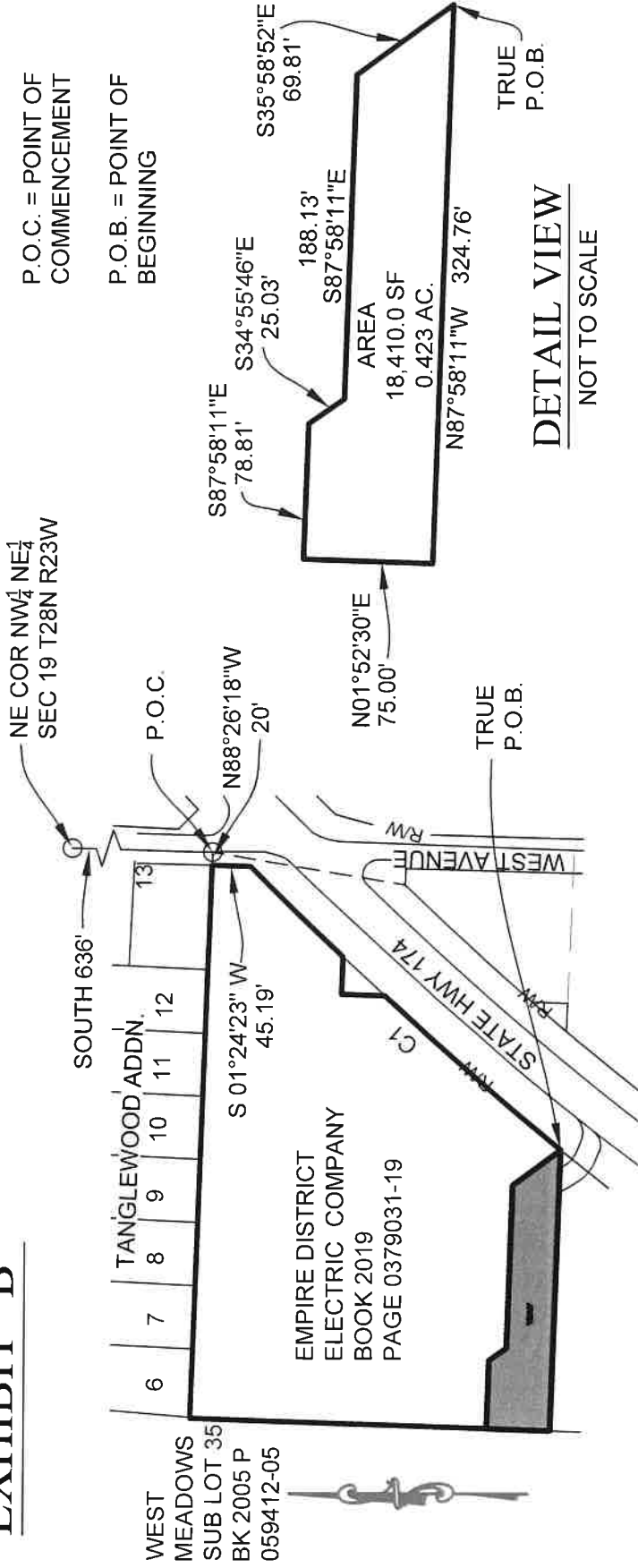
535 W. Battlefield St.  
Springfield, MO 65807  
(417) 887-3238  
FAX (417) 887-1940  
<http://www.heiweb.com>  
HEI@heiweb.com

Heithaus Engineering & Assoc., Inc.  
MO COA #2010021970 (E), #2010018087 (LS)



PAGE 1 of 1  
HEI: 221048  
DATE: 7/01/2024

# EXHIBIT "B"



## DETAIL VIEW

NOT TO SCALE

## CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	4207.98'	273.79'	273.75'	S 40°11'00" W

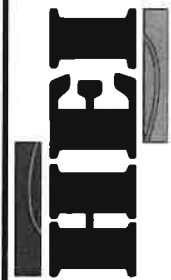
## LOCATION VIEW

0' 200'



SCALE 1" = 200'

535 W. Battlefield St.  
Springfield, MO 65807  
417) 887-3238  
FAX (417) 887-1040  
<http://www.heiweb.com>  
HEI@heiweb.com



Heithaus Engineering & Assoc., Inc.

MO COA #2010021970 (E), #2010018087 (L.S.)

HEI: 221048

DATE: 7/01/2024

**QUIT CLAIM DEED**

**THIS DEED**, made on the \_\_\_\_ day of \_\_\_\_\_ 2024, between Empire District Electric Company (aka Liberty Utilities), hereinafter called "Grantor", and the City of Republic, Missouri, a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized, and existing under the laws of the State of Missouri, whose primary address is 4221 S. Wilson's Creek Boulevard, Republic, Missouri, 65738, hereinafter called "Grantee".

**WITNESSETH:**

That for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable considerations, the receipt of which are hereby acknowledged, Grantor hereby does, by these presents, remise, release and forever quit claim unto the said Grantee, including its successors, assigns, legal representatives and to its agents, servants and employees, for the benefit of the public, the following described property, to wit:

**SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION AND EXHIBIT "B" FOR SURVEY.**

**TO HAVE AND TO HOLD** the same with all rights, immunities, privileges and appurtenances thereto belonging, unto the said Grantee and successors and assigns forever, so that neither the said Grantor nor its successors and assigns, nor any other person or persons for it or in its name or on its 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**, Grantor has hereunto caused this instrument to be executed the day and year first above written.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Office

\_\_\_\_\_  
Name and Office

**IN WITNESS WHEREOF**, said Grantor(s) has/have executed this instrument on the date first above written.

STATE OF MISSOURI                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared \_\_\_\_\_ (name), \_\_\_\_\_ (title), known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they was/were duly authorized by said \_\_\_\_\_ to execute the same as his/her/their free act and deed.

***IN TESTIMONY WHEREOF***, I have hereunto set my hand and affixed my official seal at my office in \_\_\_\_\_, Missouri the day and year first above written.

My term expires: \_\_\_\_\_

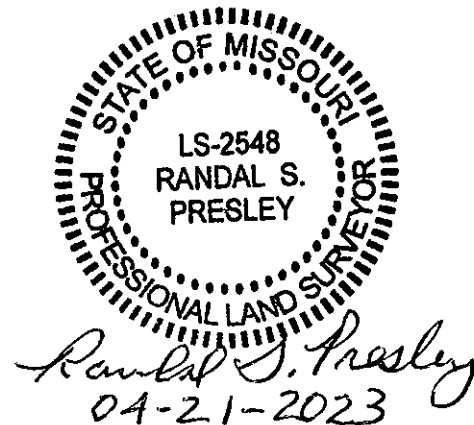
/s/ \_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

GRANTOR: LIBERTY AKA EMPIRE  
GRANTEE: CITY OF REPUBLIC

QUITCLAIMING ON A PORTION OF PROPERTY RECORDED IN BOOK 2019, PAGE. 037903-19. ALL BEING A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 28 NORTH, RANGE 23 WEST SITUATED IN THE CITY OF REPUBLIC, GREENE COUNTY, MISSOURI. AREA OF QUITCLAIM IS DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 19; **THENCE** S02°10'59"W, ALONG THE EAST LINE OF SAID NW1/4 OF THE NE1/4 A DISTANCE OF 638.64 FEET; **THENCE** LEAVING SAID EAST LINE N87°26'00"W ALONG GRANTORS NORTH LINE A DISTANCE OF 659.54 FEET TO A REBAR SET ON THE EAST LINE OF LOT 35 OF WEST MEADOW SUBDIVISION RECORDED IN XX-53 IN THE GREENE COUNTY RECORDERS OFFICE FOR THE **POINT OF BEGINNING**; **THENCE** LEAVING SAID NORTH LINE S03°57'05"W ALONG SAID EAST LINE A DISTANCE OF 59.00 FEET TO A POINT ON THE WEST LINE OF GRANTOR TRACT; **THENCE** N02°13'19"E ALONG SAID WEST LINE A DISTANCE OF 58.98 FEET TO AN EXISTING STONE AT NORTHWEST OF GRANTORS TRACT; **THENCE** S87°26'00"E A DISTANCE OF 3.53 FEET TO THE **POINT OF BEGINNING**. CONTAINING 52.51 SF (MORE OR LESS). BEARINGS BASED ON MoDOT NETWORK.



LS-2548  
RANDAL S.  
PRESLEY  
PROFESSIONAL LAND SURVEYOR  
STATE OF MISSOURI

*Randal S. Presley*  
04-21-2023

**EXHIBIT "B"**  
**QUITCLAIM LIBERTY TO CITY**

SEE DETAIL "A" FOR  
 AREA OF QUITCLAIM

SW CORNER LOT 5  
 TANGLEWOOD ADD.

P.O.C.  
 NE CORNER  
 NW1/4, NE1/4  
 19-28-23

PLATTED SOUTH LINE  
 TANGLEWOOD ADD.  
 AA-10

636'  
 DEED & PLAT  
 502°10'59"W  
 638.64'

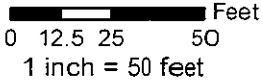
242.82'  
 240.14' PLAT

N87°26'00"W

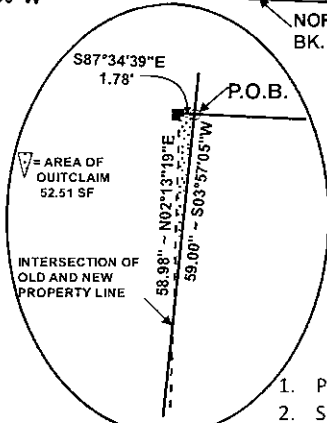
660' PLAT

NORTH LINE  
 BK. 2019, PG. 037903-19  
 659.54' ~ 16TH LINE TO SET REBAR  
 661.33' ~ 16TH LINE TO STONE  
 660' ~ DEED

GRID NORTH PER MoDOT NETWORK



- = FOUND REBAR
- = FOUND STONE
- = SET CAPPED REBAR



DETAIL "A"  
 NOT TO SCALE

(LIBERTY a.k.a.EMPIRE)  
 BK. 2019, PG.037903-19

LOT 35  
 WEST MEADOWS  
 XX-53

(CITY OF REPUBLIC)  
 BK. 2022, PG. 005873-22

REBAR SET TO REBAR SET  
 422.27' ~ S03°57'05"W

OLD WEST LINE  
 (LIBERTY)

NEW WEST LINE  
 (LIBERTY)

EAST LINE LOT 35  
 WEST MEADOWS

S02°13'18"W  
 419.30' ~ STONE TO STONE  
 420' ~ DEED

GAP  
 OVERLAP

OLD SOUTH LINE  
 BK. 2019, PG. 037903-19  
 (LIBERTY)

NEW  
 SOUTH LINE  
 (LIBERTY)

OLD NORTH LINE  
 BK. 2288, PG. 1350  
 (APOSTOLIC LIFE CENTER)

NEW NORTH LINE  
 (APOSTOLIC LIFE CENTER)

ASPHALT PARKING LOT

**SURVEY NOTES**

1. See Exhibit "A" for quitclaim description.
2. Surveyor asserts no opinion as to title.
3. Due to page size, some text is smaller than 0.08".
4. Urban Class Property.
5. Distances are measured or calculated except as noted.

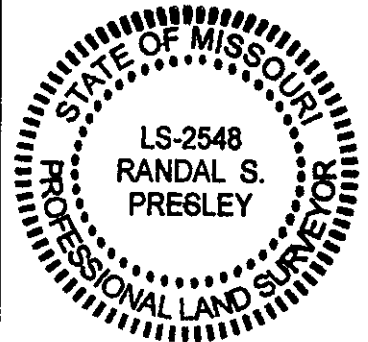
**RESEARCH DOCUMENTS**

1. PLATS AA-10, TANGLEWOOD ADD. & XX-53, WEST MEADOWS SUB
2. SRB 54-90 PG. 467, PG. 675, PG. 826,

**PREPARED BY**

RIGHT OF WAY DIVISION  
 BUILDS DEPARTMENT  
 4221 S. WILSON CRK. BLVD.  
 CITY OF REPUBLIC, MO 65878  
 (417)732-3400  
 RANDAL S. PRESLEY, P.L.S., # 2548  
 SURVEYED OCT. - DEC. 2022  
 DRAWN 03/28/2023

**PROJECT INFORMATION**  
 MORRIS PARK  
 LIBERTY/EMPIRE/CORNER  
 503 N. WEST AVE.  
 REPUBLIC, MO 65878



**SURVEYORS CERTIFICATION**

I RANDAL S. PRESLEY, MISSOURI P.L.S. # 2548 DO HEREBY CERTIFY TO THE PUBLIC THAT THE INFORMATION ON THIS PLAT HAS BEEN PRODUCED FROM AN ACTUAL FIELD SURVEY OF THE PROPERTY SHOWN UNDER MY DIRECT SUPERVISION WITHOUT BIAS AND MEETS THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

*Randal S. Presley* 04-21-2023

RANDAL S. PRESLEY - MISSOURI PROFESSIONAL LAND SURVEYOR 2548