

**REGULAR MEETING OF WASHINGTON, MISSOURI CITY COUNCIL
 MONDAY, JULY 18, 2022 - 7:00 P.M.
 COUNCIL CHAMBER, 405 JEFFERSON STREET, WASHINGTON, MISSOURI**

<u>1. INTRODUCTORY ITEMS:</u>	<u>SUGGESTED COUNCIL ACTION</u>	
Roll Call / Pledge of Allegiance	Need Motion/Mayor	Memo
Approval of the Minutes from the July 5, 2022 Council Meetings		
<u>Approval and Adjustment of Agenda</u>	Need Motion/Mayor	Memo
<u>2. PRIORITY ITEMS:</u>		
<u>Mayor's Presentations, Appointments & Reappointments</u>		
a. Police Department Appointment	Approve/Mayor	Memo
b. Police Department Reappointment	Approve/Mayor	Memo
<u>3. PUBLIC HEARINGS:</u>		
a. Special Use Permit – 321 West Sixth Street	Approve/Mayor	Memo
b. An ordinance granting a Special Use Permit to utilize 321 West Sixth Street as a Vacation Rental in the City of Washington, Franklin County, Missouri.	Read & Int/Read/Vote/Mayor	
c. Rezoning 2188, 2180 & 2172 Highway A from R-1A Single Family Residential to M-2 Heavy Industrial	Approve/Mayor	Memo
d. An ordinance rezoning 2188, 2180 & 2172 Highway A from R-1A Single Family Residential to M-2 Heavy Industrial in the City of Washington, Franklin County, Missouri.	Read & Int/Read/Vote/Mayor	
e. Special Use Permit – 14 West Main Street	Approve/Mayor	Memo
f. An ordinance granting a Special Use Permit at 14 West Main Street in the City of Washington, Franklin County, Missouri.	Read & Int/Read/Vote/Mayor	
<u>4. CITIZENS COMMENTS:</u>		
<u>5. UNFINISHED BUSINESS:</u>		
<u>6. REPORT OF DEPARTMENT HEADS:</u>		
<u>7. ORDINANCES/RESOLUTIONS:</u>		
a. An ordinance authorizing and directing the City of Washington, Missouri to accept the proposal from Midwest Elevator for the Troubleshooting and Repair of Man Lifts at the Walnut Street Lift Station and Wastewater Treatment Plant.	Read & Int/Read/Vote/Mayor	Memo

b. An ordinance authorizing and directing the City of Washington, Missouri to accept the maintenance agreement from Midwest Elevator for the Quarterly Preventative Maintenance Agreement of Man Lifts at the Walnut Street Lift Station and Wastewater Treatment Plant.	Read & Int/Read/Vote/Mayor	Memo
c. An ordinance accepting the proposal for Engineering Design Services for the Rabbit Trail Extension Project with Wunderlich Surveying and Engineering, Inc. and amend the 2022 Budget.	Read & Int/Read/Vote/Mayor	Memo
d. An ordinance approving a boundary adjustment for the A.P.M Subdivision in the City of Washington, Franklin County, Missouri.	Read & Int/Read/Vote/Mayor	
e. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and Robert H. and Rose Mary Sang.	Read & Int/Read/Vote/Mayor	Memo
f. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and Ann M. Bolzenius.	Read & Int/Read/Vote/Mayor	
g. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and Robert Lewis.	Read & Int/Read/Vote/Mayor	
h. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and Christian Science Society.	Read & Int/Read/Vote/Mayor	
i. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and Pehle Family Revocable Living Trust.	Read & Int/Read/Vote/Mayor	
j. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and Cowboy's Holdings LLC.	Read & Int/Read/Vote/Mayor	
k. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and Cowboy's Holdings LLC.	Read & Int/Read/Vote/Mayor	
l. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and Tyrone and Diane Strauser.	Read & Int/Read/Vote/Mayor	
m. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and Charles F. and Lisa Darling.	Read & Int/Read/Vote/Mayor	
n. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and Eugene Andrew Mills.	Read & Int/Read/Vote/Mayor	
o. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and Sonya M. Jones.	Read & Int/Read/Vote/Mayor	
p. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and Gena M. Mayer.	Read & Int/Read/Vote/Mayor	
q. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and the Washington School District.	Read & Int/Read/Vote/Mayor	
r. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and Joseph M. Kandlbinder.	Read & Int/Read/Vote/Mayor	
s. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and E & S Rental Properties, LLC.	Read & Int/Read/Vote/Mayor	
t. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and Phillys A. Reed.	Read & Int/Read/Vote/Mayor	
u. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and Keith F. Kampschroder.	Read & Int/Read/Vote/Mayor	

- v. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and Charles F. Schroepfer. Read & Int/Read/Vote/Mayor
- w. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and DNL Enterprises LLC. Read & Int/Read/Vote/Mayor
- x. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and Wishing Machine, LLC. Read & Int/Read/Vote/Mayor
- y. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and Sara A. Turner. Read & Int/Read/Vote/Mayor
- z. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and Thomas and Stephanie Johnson. Read & Int/Read/Vote/Mayor
- aa. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and Martin D. and Ruth A. Rudloff. Read & Int/Read/Vote/Mayor
- bb. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and Frank N. Wood and Ruth A. Wood. Read & Int/Read/Vote/Mayor
- cc. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and James and Katy L. Kamper. Read & Int/Read/Vote/Mayor
- dd. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and Joshua and Brittany Pruitt. Read & Int/Read/Vote/Mayor
- ee. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and Boley Grading LLC. Read & Int/Read/Vote/Mayor
- ff. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and Daniel and Courtney Riegel. Read & Int/Read/Vote/Mayor
- gg. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and Dillan F. Bilyeu. Read & Int/Read/Vote/Mayor
- hh. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and Richard and Christine Schrader. Read & Int/Read/Vote/Mayor
- ii. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and Virginia E. Greeno. Read & Int/Read/Vote/Mayor
- jj. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and Eleanor C. and John H. Grinker. Read & Int/Read/Vote/Mayor
- kk. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and Ashley Christine Smith and Levi Lebbius Ball. Read & Int/Read/Vote/Mayor
- ll. An ordinance authorizing and directing the execution of an Easement Deed by and between the City of Washington, Missouri and Mercy Hospitals East Communities. Read & Int/Read/Vote/Mayor

8. COMMISSION, COMMITTEE AND BOARD REPORTS:

- a. Preliminary Plat Approval – River Place Subdivision Plat II Accept/Approve/Mayor Memo
- b. An ordinance approving the final plat of River Place Subdivision Plat II, in the City of Washington, Franklin County, Missouri. Read & Int/Read/Vote/Mayor

9. MAYOR'S REPORT:

10. CITY ADMINISTRATOR'S REPORT:

11. COUNCIL COMMENTS:

12. CITY ATTORNEY'S REPORT:

Public Vote on whether or not to hold a closed meeting to discuss personnel, legal and real estate matters pursuant to Section 610.021 RSMo (2000).

Roll Call Vote

13. INFORMATION:

14. ADJOURNMENT:

NOTICE: COPIES OF THE PROPOSED ORDINANCES ON THIS AGENDA ARE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO THE TIME THE BILL IS UNDER CONSIDERATION BY THE CITY COUNCIL.

POSTED BY SHERRI KLEKAMP, CITY CLERK, JULY 14, 2022

A COPY OF THIS NOTICE IS ALSO AVAILABLE ONLINE AT www.washmo.gov

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI
TUESDAY, JULY 5, 2022**

INTRODUCTORY ITEMS:

The Regular Meeting of the City of Washington, Missouri, City Council was held on Tuesday, July 5, 2022, at 7:00 p.m. in the Council Chamber. Mayor Doug Hagedorn opened the meeting with roll call and Pledge of Allegiance.

Mayor:	Doug Hagedorn	Present
Council Members: Ward I	Al Behr	Present
	Duane Reed	Present
Ward II	Mark Hidritch	Absent
	Mark Wessels	Present
Ward III	Chad Briggs	Absent
	Jeff Patke	Present
Ward IV	Mike Coulter	Present
	Joe Holtmeier	Present
Also Present:	City Attorney	Mark Piontek
	City Administrator	Darren Lamb
	City Clerk	Sherri Klekamp
	Police Chief	Ed Menefee
	Economic Development Director	Sal Maniaci
	Fire Chief	Tim Frankenberg
	Library Director	Nelson Appell
	Parks Director	Wayne Dunker

Originals and/or copies of agenda items of the meeting, including recorded votes are available on record in the office of the City Clerk. Each ordinance is read a minimum of twice by title, unless otherwise noted.

Approval of Minutes:

* Approval of the Minutes from the June 20, 2022 Council Meeting

A motion to accept the minutes as presented made by Councilmember Patke, seconded by Councilmember Holtmeier, passed without dissent.

Approval and Adjustment of Agenda including Consent Agenda:

- * Collector's/Treasurer's Report Summary – April 2022
- * Monthly Investment Report – April 2022
- * Change Order #1 – 2022 Overlay Project
- * Final Payment Request – Lakeview Trails Paving Project
- * Liquor License Renewals: La Joya AR LLC DBA Taco Loco and Augusta Brewing Venture LLC

- * Pawnbroker Business License Renewals: Stone Ledge Pawn & Gun

After a brief discussion on Change Order #1 – 2022 Overlay Project, a motion to accept and approve the agenda including the consent agenda accordingly made by Councilmember Patke, seconded by Councilmember Holtmeier, passed without dissent.

PRIORITY ITEMS:

Mayor’s Presentations, Appointments & Reappointments:

- * Proclamation – Parks & Recreation Month

Parks and Recreation Month

Whereas, parks and recreation programs are an integral part of communities throughout this country, including the City of Washington; and

Whereas, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

Whereas, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

Whereas, parks and recreation programs increase a community’s economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

Whereas, parks and recreation areas are fundamental to the environmental well-being of our community; and

Whereas, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

Whereas, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

Whereas, the Parks and Recreation Department helps make Washington the best place for everyone to live, work, learn and play.

Now Therefore, I, James D. Hagedorn, Mayor of the City of Washington do hereby proclaim July as Parks and Recreation Month in the City of Washington.

In Witness Whereof I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Missouri, this 5th day of July 2022.

James D. Hagedorn

Mayor of Washington, Missouri

- * Parks & Recreation Commission Appointment

June 22, 2022

To the City Council

Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following for appointment to the Parks & Recreation Commission:

Jeanne Miller Wood – term ending July 2025

Respectfully submitted,

James D. Hagedorn

Mayor

A motion to accept and approve the appointment made by Councilmember Patke, seconded by Councilmember Behr, passed without dissent.

* Police Department Appointment

June 23, 2022

To the City Council

City of Washington

Washington, MO 63090

Dear Council Members:

I herewith submit for your approval the following for appointment to the Police Department as a Reserve Officer:

<i>NAME</i>	<i>APPOINTED</i>	<i>TERM EXPIRE</i>
<i>James Pratt</i>	<i>July 05, 2022</i>	<i>July 05, 2023</i>

Reserve Officer

Respectfully submitted,

James D. Hagedorn

Mayor

A motion to accept and approve the appointment made by Councilmember Holtmeier, seconded by Councilmember Patke, passed without dissent.

* Police Department Reappointments

June 23, 2022

City Council

City of Washington

Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following for reappointment to the Police Department:

<i>NAME</i>	<i>*APPOINTED</i>	<i>TERM EXPIRES</i>
<i>Wyatt Loague</i>	<i>July 06, 2022</i>	<i>July 06, 2023</i>

Police Officer

**This is Officer Loague's end of his second half of his first year and starts a whole year reappointment.*

<i>Chad Sloan</i>	<i>July 15, 2022</i>	<i>July 15, 2023</i>
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Sergeant

<i>Matthew Cooper</i>	<i>July 20, 2022</i>	<i>July 20, 2023</i>
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*Police Officer
Respectfully submitted,
James D. Hagedorn
Mayor*

A motion to accept and approve the reappointments made by Councilmember Patke, seconded by Councilmember Coulter, passed without dissent.

PUBLIC HEARINGS

* Special Use Permit – 2134 Matilda Court

June 14, 2022

Mayor & City Council

City of Washington

Washington, MO 63090

RE: File No. 22-0501-Special Use Permit-Vacation Rental-2134 Matilda Court

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on June 13, 2022 the above mentioned Special Use Permit was approved with a unanimous 8-0 vote in favor.

Sincerely,

Thomas R. Holdmeier

Chairman

Planning & Zoning Commission

Maniaci: All right, while John is waking that up I'll just kind of brief you. We have two Public Hearings tonight both of which are for short-term lodging. If you have any questions on this, these past two weeks we did have push this, one of them was tabled. The first P&Z, when P&Z had more questions and then when we had to move the Council meeting that's why that application is so many weeks behind. If you were curious there. I'll get started.

Nilges: Is this the right one?

Maniaci: No sorry, Matilda Court, the other one first.

Nilges: Is that it?

Maniaci: Yes, there we go.

Nilges: There we go, sorry.

Maniaci: So, our first request tonight is for a Special Use Permit for short-term lodging here on Matilda Court. John, if you could full-screen that, I think you're on view mode.

Nilges: I'm getting there, sorry.

Maniaci: There we go, thank you. All right, so this is in Cricket Creek Estates and Matilda Drive here is just a short cul-de-sac street here just off of Steutermann, this is Steutermann Road to the north. The property is zoned, John you're going to have to click for me. We're having a lot of difficulties tonight.

The property is zoned R-1A Single-Family Residential. Everything kind of in this area is all R-1A Single-Family. There are no other short-term lodging properties in the direct vicinity that are shown on this map. We actually don't really have any on the south side of 100. This would be the first one that's approved other than Super 8, which counts as short-term lodging. This would be the first AirBnb.

This did go to P&Z twice. The first time they tabled it after they had some more questions for the applicant. Second time, the applicant came back with some more answers and was able to explain they will be living there, it'll be more of a live-in AirBnb and they'll rent out the basement facility. They did have their inspection done by our Building Department to ensure that it meets all of the living standards for that additional use.

P&Z voted unanimously two weeks ago, or previous meeting to approve this permit. So, if there are any questions for me, I would leave it open to the public. All right, thank you.

Hagedorn: No questions?

Coulter: No opposition from the neighbors?

Maniaci: There was some questions; I'll also put it that way at the last meeting but after the applicant came and explained that it was going to be a live-in and not, a group could come in and book up the whole house for a week or so for parties, that seemed to ease some concerns.

Hagedorn: Any other questions? Need a motion.

Lamb: No, it's a Public Hearing.

Hagedorn: Okay, we'll open up the floor for public comments please. If there are none, okay, now we need a motion.

With no further discussion, a motion to accept this item into the minutes made by Councilmember Patke, seconded by Councilmember Holtmeier, passed without dissent.

Bill No. 22-12592, Ordinance No. 22-13548, an ordinance granting a Special Use Permit to utilize 2134 Matilda Court as a Vacation Rental in the City of Washington, Franklin County, Missouri.

The ordinance was introduced by Councilmember Patke.

With no further discussion, the ordinance was read a second time and approved on the following vote; Wessels-aye, Coulter-aye, Patke-aye, Holtmeier-aye, Reed-aye, Behr-aye, Hidritch-absent, Briggs-absent.

* Special Use Permit – 1448 East Eighth Street

June 14, 2022

Mayor & City Council

City of Washington

Washington, MO 63090

RE: File No. 22-0601-Special Use Permit-Vacation Rental-1448 E. Eighth Street

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on June 13, 2022 the above mentioned Special Use Permit was approved with a unanimous 8-0 vote in favor.

Sincerely,

Thomas R. Holdmeier

Chairman

Planning & Zoning Commission

Maniaci: Our second request tonight again for short-term lodging, kind of on the other side of town. This one is at the corner of Camp Street and Eighth. It's across from Lincoln Street. You see this parcel here, is a large corner parcel that does have street parking along Eighth and Camp Street as well as garage parking as well.

You can see the zoning here, it's still single-family residential but historically just like most of everything north of Highway 100 is the R-1B Single-Family Residential that allows for a little bit higher density.

This also went to P&Z at their last meeting and they voted unanimously to accept this in favor of approving it. We did not have any opposition at the meeting at that one, but we did send out letters letting them know that the time had been changed, so there may be some people tonight.

Hagedorn: Questions?

Patke: No neighborhood questions there?

Maniaci: Not at P&Z.

Patke: Okay.

Maniaci: But like I said, since we had to move the meeting after Juneteenth we sent out a new letter and sometimes people get a second letter, they could get additional questions.

Patke: Do you know how many, is it 180 feet from the property?

Maniaci: 185 feet so...

Patke: Do you know how many people you sent it to...*inaudible*

Maniaci: Yes, I mean...

Patke: It's across the street?

Maniaci: We actually don't take right-of-way into that so, it's 185 feet minus right-of-way so, it got past this alley here and this back half.

Patke: Okay.

Maniaci: There was quite a bit on that mailing list.

Hagedorn: Okay, any other questions for Sal you guys? Public comments, any further discussion from you guys out there?

With no further discussion, a motion to accept this item into the minutes made by Councilmember Behr, seconded by Councilmember Patke, passed without dissent.

Bill No. 22-12593, Ordinance No. 22-13549, an ordinance granting a Special Use Permit to utilize 1448 East Eighth Street as a Vacation Rental in the City of Washington, Franklin County, Missouri.

The ordinance was introduced by Councilmember Behr.

With no further discussion, the ordinance was read a second time and approved on the following vote; Wessels-aye, Coulter-aye, Patke-aye, Holtmeier-aye, Reed-aye, Behr-aye, Hidritch-absent, Briggs-absent.

CITIZENS COMMENTS

- * Kristen Stoyer 406 Cedar Street, addressed the Council regarding the possibility of hosting a Soap Box Derby in town during the Missouri Book Festival.

UNFINISHED BUSINESS

- * None

REPORT OF DEPARTMENT HEADS

* Rabbit Trail/Phoenix Center Drive/Highway 100

July 7, 2022

Honorable Mayor and City Council

City of Washington

405 Jefferson Street

Washington, MO 63090

RE: Rabbit Trail / Phoenix Center Drive / Highway 100

UPDATE – JULY 5, 2022

Honorable Mayor and City Council,

The following is pertinent information to the subject request.

Description:

Since 2016, the Engineering Department worked diligently to reengage with business and property owners to find some common ground and a common sense solution to perceived traffic issues.

Three solutions have been identified:

1. Solution “A” – Relocate Phoenix Center Drive away from the intersection
 - a. 2022 Cost - \$750k (include ROW acquisition)
 - b. Requires ROW from private property and MoDOT
 - c. MoDOT supports this solution
2. Solution “B” – Right in / Right out @ Rabbit Trail + Right in / Right out @ Hwy 100
 - a. 2022 Cost - \$200k (include ROW acquisition)
 - b. Need ROW from private property and MoDOT
 - c. Does not have MoDOT support
3. Solution “C” – Median on Rabbit Trail to prevent left turns.
 - a. 2022 Cost - \$50k
 - b. No ROW needed
 - c. Has MoDOT support but does not have property owner support

City Council has already authorized staff to pursue a secondary east / west connection from Rabbit Trail to North Crest. This connection is generally shown the City’s comprehensive plan and would provide a secondary access to Phoenix Center II from the south.

Funding source:

With the limited solutions and the issues identified, it appears that Solution “A” minimizes adverse effects to the surrounding businesses, while providing full access to Phoenix Center Drive.

Each fall MoDOT has a funding opportunity called Congestion Mitigation and Air Quality (CMAQ). This is an 80/20 grant, where the City pay 20% of the total project cost, including land acquisition. In 2022 100% of the CMAQ projects were funded. In addition to relocating Phoenix Center Drive as a CMAQ project, they City would also add a right turn lane from International Drive to WB Hwy 100 as part of the same project.

The application period opens in late 2022, and the City would be notified of award in spring of 2023. Construction would occur in 2027.

Funding Example:

If the project was to balloon to \$1.5 million, the City would be responsible for \$300,000.

Summary:

After reviewing the traffic studies, taking into consideration adjacent property owner's concerns, and reviewing the solutions, staff believes that Solution "A" is the best solution to the issue. While the traffic studies do not explicitly identify a major project, development is occurring to the south that will increase traffic at the intersection.

Does City Council agree that staff should pursue Solution "A" by applying for a CMAQ grant in 2023? This would allow for construction to occur in 2027.

As always, if you have any questions, concerns or would like additional information, please feel free to contact me.

Respectfully,

John Nilges, PE

Public Works Director

Public Works Director John Nilges discussed the three potential solutions.

Stephen Richardson 2404 Rabbit Trail and President of Lake Washington Condo Association addressed Council with his concerns of the intersection.

Patty Wood 3 East Lane Drive addressed the Council with her concerns of the intersection.

With no further discussion, a motion to approve Solution "A" by applying for the Congestion Mitigation and Air Quality (CMAQ) Grant made by Councilmember Holtmeier, seconded by Councilmember Wessels, passed without dissent.

ORDINANCES/RESOLUTIONS

Bill No. 22-12594, Ordinance No. 22-13550, an ordinance authorizing and directing the execution of a Supplemental Agreement by and between the City of Washington, Missouri and Union Pacific Railroad Company and amend the 2022 Budget.

The ordinance was introduced by Councilmember Holtmeier.

After discussion, the ordinance was read a second time and approved on the following vote; Wessels-aye, Coulter-aye, Patke-aye, Holtmeier-aye, Reed-aye, Behr-aye, Hidritch-absent, Briggs-absent.

Resolution No. 22-13551, a resolution authorizing the filing of an application with the Missouri Department of Natural Resources, Financial Assistance Center's State ARPA Grant Programs for subaward of federal financial assistance provided to the State of Missouri by the U.S. Department of the Treasury ("Treasury") pursuant to Section 602(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, (Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223-26.

The resolution was introduced by Councilmember Holtmeier, seconded by Councilmember Patke. After discussion, the resolution passed without dissent.

Resolution No. 22-13552, a resolution authorizing the filing of an application with the Missouri Department of Natural Resources, Financial Assistance Center's State ARPA Grant Programs for subaward of federal financial assistance provided to the State of Missouri by the U.S. Department of the Treasury ("Treasury") pursuant to Section 602(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, (Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223-26.

The resolution was introduced by Councilmember Patke, seconded by Councilmember Holtmeier. With no further discussion, the resolution passed without dissent

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The resolution was introduced by Councilmember Patke, seconded by Councilmember Holtmeier. With no further discussion, the resolution passed without dissent

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The resolution was introduced by Councilmember Patke, seconded by Councilmember Holtmeier. With no further discussion, the resolution passed without dissent

COMMISSION, COMMITTEE AND BOARD REPORTS

* Preliminary Plat Approval – "W-W" Industrial Park Plat 2"

June 28, 2022

Honorable Mayor & City Council

405 Jefferson Street

Washington, MO 63090

RE: File No. 22-0602-Scheer Properties LLC-Preliminary Plat

Dear Mayor & City Council Members:

At the regular meeting of the Planning & Zoning Commission held on Monday, June 13, 2022 the Commission reviewed and recommends approval of the above request with a unanimous vote.

Sincerely,

Sal Maniaci

Community & Economic Development Director

After discussion, a motion to accept and approve this item made by Councilmember Patke, seconded by Councilmember Holtmeier, passed without dissent.

Bill No. 22-12595, Ordinance No. 22-13555, an ordinance approving the final plat of “W-W Industrial Park Plat 2” in the City of Washington, Franklin County, Missouri.

The ordinance was introduced by Councilmember Holtmeier.

With no further discussion, the ordinance was read a second time and approved on the following vote; Wessels-aye, Coulter-aye, Patke-aye, Holtmeier-aye, Reed-aye, Behr-aye, Hidritch-absent, Briggs-absent.

Bill No. 22-12596, Ordinance No. 22-13556, an ordinance providing for the approval and acceptance of Minimum Improvements for Maintenance for “W-W Industrial Park Plat 2” in the City of Washington, Franklin County, Missouri.

The ordinance was introduced by Councilmember Holtmeier.

After a brief discussion, the ordinance was read a second time and approved on the following vote; Wessels-aye, Coulter-aye, Patke-aye, Holtmeier-aye, Reed-aye, Behr-aye, Hidritch-absent, Briggs-absent.

MAYOR’S REPORT

- * Have been touring some of the businesses in the industrial park. It’s been a great experience and highly recommend Council to do the same.
- * Thank you to Police Chief Ed Menfee for his years of service.

CITY ADMINISTRATOR’S REPORT

- * Update on the Library HVAC System.

COUNCIL COMMENTS

- * Brief discussion on adding a list of business licenses to the website.
- * Thank you to the American Legion Post 218 for the superb fireworks show.

CITY ATTORNEY’S REPORT

Public vote on whether or not to hold a closed meeting to discuss personnel, legal and real estate matters pursuant to Section 610.021 RSMo (2000) passed at 8:31 p.m. on the following roll call vote; Wessels-aye, Coulter-aye, Patke-aye, Holtmeier-aye, Reed-aye, Behr-aye, Hidritch-absent, Briggs-absent.

The regular session reconvened at 9:32 p.m.

ADJOURNMENT

With no further business to discuss, a motion to adjourn made at 9:32 p.m. by Councilmember Holtmeier, seconded by Councilmember Coulter passed without dissent.

Adopted: _____

Attest: _____
City Clerk

President of City Council

Passed: _____

Attest: _____
City Clerk

Mayor of Washington, Missouri



July 14, 2022

To The City Council
City of Washington
Washington, MO 63090

Dear Council Members:

I herewith submit for your approval the following for appointment to the Police Department for a six month probationary term:

<u>NAME</u>	<u>TERM BEGINS</u>	<u>TERM ENDS</u>
Matthew T. Johnson Police Officer	July 18, 2022	January 18, 2023 <i>(1st 6 months)</i>

Respectfully submitted,

James D. Hagedorn
Mayor



POLICE
CITY OF WASHINGTON

Washington Police Department
Chief Jim Armstrong DSN 256

301 Jefferson Street
Washington, MO 63090
Police Dispatch: 636 390-1050
Direct Line: 636 390-1207
Fax: 636 390-2455

DATE: July 14, 2022
TO: Mayor Doug Hagedorn
FROM: Chief Jim Armstrong
SUBJECT: Full Time Police Officer

Honorable Mayor,

I respectfully request that the following individual be presented to City Council for appointment to the City of Washington Police Department as a Full Time Police Officer. He will serve a six (6) month probation period and will be up for reappointment on January 18, 2023:

NAME	TERM BEGINS	TERM ENDS
Matthew T. Johnson	July 18, 2022	January 18, 2023 (1 st six (6) months)

Matthew Johnson applied for a position as police officer with the Washington Police Department in June 2022. Johnson is currently employed full time with Brune Jewelers in Washington.

Johnson attended Central Methodist University and obtained a Bachelor's Degree in Business Management. He attended the Jefferson College Law Enforcement Academy where he received his police training. He received his Missouri Peace Officer Standards and Training (POST) certification through the academy.

Johnson has expressed a desire to serve the public by being a police officer. He wants to be a Washington Police Department Officer to serve this community. Through his employment at Brune Jewelers, he has heard very good things about the reputation of the Washington Police Department. Those factors drove him to seek employment with our Department.

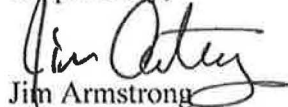
Written testing, physical standards testing, extensive background investigation and an interview by Command Staff was held, with excellent results.

I believe Matthew Johnson has the aptitude, ability, drive and attitude the Department is looking for in a police officer to serve the citizens of the City of Washington. He displays a strong desire to be a City of Washington Police Officer and serve the citizens of the community.

I respectfully request Matthew T. Johnson be appointed to a position of Full Time Police Officer with the City of Washington.

Thank you for your consideration.

Respectfully,

A handwritten signature in black ink, appearing to read "Jim Armstrong". The signature is written in a cursive style with a large, stylized initial "J".

Jim Armstrong
Chief of Police



July 14, 2022

City Council
City of Washington
Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following for reappointment to the Police Department:

<u>NAME</u>	<u>DATE EFFECTIVE</u>	<u>DATE EXPIRES</u>
Eric Dobelmann Detective	August 06, 2022	August 06, 2023

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "J. D. Hagedorn", with a long horizontal flourish extending to the right.

James D. Hagedorn
Mayor



POLICE
CITY OF WASHINGTON

Washington Police Department
Chief Jim Armstrong DSN 256

301 Jefferson Street
Washington, MO 63090
Police Dispatch: 636 390-1050
Direct Line: 636 390-1207
Fax: 636 390-2455

DATE: July 14, 2022
TO: Mayor Doug Hagedorn
SUBJECT: Reappointment of Police Officer

Honorable Mayor,

I respectfully request the following police officer be presented to the City Council for reappointment with the Washington Police Department for a one-year term. The following officer continues to provide exceptional service to the citizens, City and police department.

NAME	DATE EFFECTIVE	DATE EXPIRES
DETECTIVE ERIC DOBELMANN	August 06, 2022	August 06, 2023

Thank you for your consideration.

Respectfully,


Jim Armstrong
Chief of Police



July 12, 2022

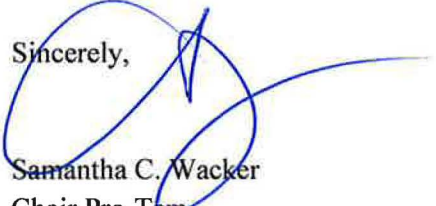
Mayor & City Council
City of Washington
Washington, MO 63090

RE: File No. 22-0701-Special Use Permit-321 W. Sixth Street-Short Term Lodging

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on July 11, 2022 the above mentioned Special Use Permit was approved with a unanimous 8-0 vote in favor.

Sincerely,


Samantha C. Wacker
Chair Pro-Tem
Planning & Zoning Commission

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: July 11th, 2022

Re: File #0701 – Knott – Vacation Rental at 321 W/ 6th Street

Synopsis: The applicant is requesting approval Special Use Permit for a Vacation Rental Dwelling located at 321 W 6th Street

Adjacent Land Use /Zoning Matrix		
	Existing Land Use	Existing Zoning
North	Cedarcrest	C-2 Overlay
South	Single Family	R-2 – Overlay
East	Single Family	R-2 Overlay
West	Single Family	R-3 Overlay

Analysis:

The applicant is requesting a special use permit to utilize 321 W/ 6th Street for Vacation Rental Dwelling. The structure is currently a single-family home in an R-2- Overlay, single and two family zoning district. The special use permit would allow the applicant to accept lodgers for periods of 30 days and less. The home will be required to receive a new occupancy inspection to meet the requirements for short-term lodging.

According to Section 400.120 – A Vacation Rental Dwelling (short-term rental) located on a property zoned R-2O must obtain a Special Use Permit. The subject property is directly adjacent to a zoning district that allows Short Term Lodging and there are three other properties being utilized as short-term lodging within one block of the subject property. Staff feels the proposed use is still residential in nature with AirBnB’s historically posing little to no detriment to the surrounding properties.

The subject property has alley access with ample parking and the use is of a low intensity and frequency that it should not disrupt the neighborhood.

Recommendation:

Staff recommends approval of the Special Use Permit to operate a Vacation Rental Dwelling at 321 W. 6th Street.



45'

49.5'

49.5'

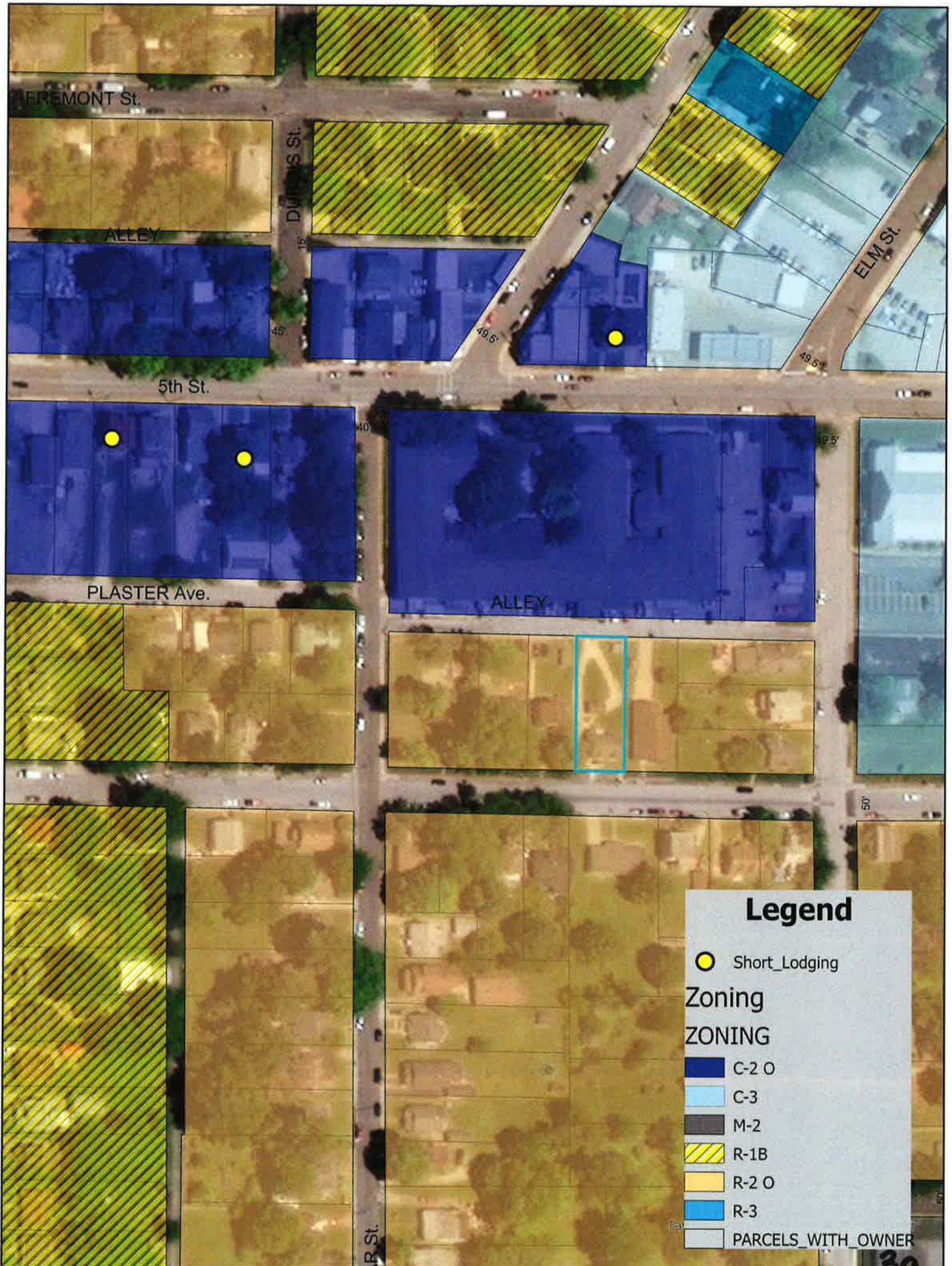
40

49.5'

ALLEY

East-West Gateway COE, Mayer, Microsoft

30 St.



FREMONT St.

ALLEY

DUBOIS St.

ELM St.

5th St.

PLASTER Ave.

ALLEY

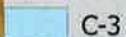
Legend

 Short_Lodging

Zoning

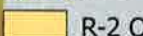
ZONING

 C-2 O


 C-3

 M-2

 R-1B

 R-2 O

 R-3

 PARCELS_WITH_OWNER

CITY OF WASHINGTON, MISSOURI

Department of Planning and Engineering Services

405 Jefferson Street - Washington, MO 63090

636.393.1010 Phone - 636.239.4649 Fax

SPECIAL USE PERMIT APPLICATION

All applications for Special Use Permits must be submitted to the Engineering Department at least 15 working days prior to the second Monday of each month in order to be placed on the agenda for the Planning & Zoning Commission Meeting.

Please Print:

Street Address: 321 W 6TH ST

Lot: 14 Subdivision: Arnold Godts PID#: 1052202012386000

Applicant Name: Tom and Kim Knott Phone: 573-760-2953

Address of Applicant: 6134 Germania RD Park Hills MO

Owner: Tom and Kim Knott Phone: 573-760-2953

Owner's Address: 6134 Germania RD Park Hills MO 63601

Current Zoning: Residential Proposed Zoning: Short term lodging

It is proposed that the property be put to the following use: Short Term Lodging

Lot Size: Frontage 54' (feet) Depth 148 (feet) Number of Stories 2

Number of Units: 1 Number of Off-Street Parking Spaces: 4

Include with this Special Use Permit Application:

- 1. Application Fee of \$150.00 (make check payable to the City of Washington)
- 2. Completed Special Use Permit Application
- 3. Plot Plan
- 4. Legal Description of Property
- 5. Building Elevation Plan (for new construction only)

Signature of Applicant: Thomas S Knott Date: 6/21/2022

Applicant Name Printed: Thomas S Knott

SPECIAL USE PERMIT EVALUATION CRITERIA

The following criteria are used in evaluating a Special Use Permit Application. It is recommended these criteria be addressed as to their applicability to the proposed Special Use Permit request:

1. The compatibility of the proposal, in terms of both use and appearance, with the surrounding neighborhood.

Short term lodging, the appearance will not change.

2. The comparative size, floor area, and mass of the proposed structure in relationship to adjacent structures and buildings in the surrounding properties and neighborhood.

It will not change, it is approximately the same size as surrounding structures on the street.

3. The frequency and duration of various indoor and outdoor activities and special events, and the impact of these activities on the surrounding area.

NA

4. The capacity of adjacent streets to handle increased traffic in terms of traffic volume, including hourly and daily levels.

NA

5. The added noise level created by activities associated with the proposed use.

NA

6. The requirements for public services where the demands of the proposed use are in excess of the individual demands of the adjacent land uses, in terms of police and fire protection, and the presence of any potential or real fire hazards created by the proposed use.

No additional requirements

7. Whether the general appearance of the neighborhood will be adversely affected by the location of the proposed use on the parcel.

Property will not change in appearance

8. The impact of night lighting in terms of intensity, duration and frequency of use, as it impacts adjacent properties, and in terms of presence in the neighborhood.

NA

9. The impact of the landscaping of the proposed use, in terms of maintained landscaped areas, versus areas to remain in a natural state, as well as the openness of landscape versus the use of buffers and screens.

This will not change from the existing landscape.

10. The impact of a significant amount of hard-surfaced areas for buildings, sidewalks, drives, parking areas and service areas, in terms of noise transfer, water run-off, and heat generation.

NA

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO UTILIZE
321 WEST SIXTH STREET AS A VACATION RENTAL IN THE CITY
OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, an application for a Special Use Permit has been filed with the City of Washington; and

WHEREAS, pursuant to the ordinances of the City of Washington, Missouri, a Public Hearing on such request will be held in the City Council Chambers, 405 Jefferson Street, Washington, Missouri, on Monday, July 18, 2022, notice of said hearing having been duly published in the "Washington Missourian"; and

WHEREAS, the City Council has determined that allowance of said request would be proper and in the best interests of the City.

NOW, THEREFORE, be it ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: That a Special Use Permit be issued for 321 West Sixth Street for a use as a Vacation Rental.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



ALLEY



East-View 10/25/04 by J.C. of Maxar, Microsoft



July 12, 2022

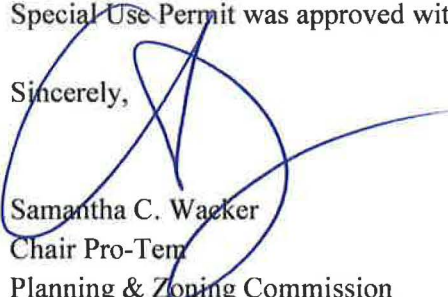
Mayor & City Council
City of Washington
Washington, MO 63090

RE: **File No. 22-0704-Rezoning 2188, 2180 & 2172 Hwy A from R-1A, Single Family Residential to M-2 Heavy Industrial**

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on July 11, 2022 the above mentioned Special Use Permit was approved with a unanimous vote in favor.

Sincerely,


Samantha C. Wacker
Chair Pro-Tem
Planning & Zoning Commission

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: July 11, 2022

Re: File # 22-0704 – Dale Schlitt

Synopsis: The applicant is requesting approval to rezone 1888 E. 9th Street from M-2 Heavy Industrial to R-3 Multi-Family

Adjacent Land Use /Zoning Matrix		
	Existing Land Use	Existing Zoning
North	Industrial Building	M-2
South	Storage Facility	M-2
East	Storage Facility	M-2
West	Industrial Building	M-2

Analysis:

The applicant is requesting to rezone 2172, 2180, and 2188 Highway A from R-1A Single Family Residential to M-2 Heavy Industrial. The application includes 3 parcels. The southern most one is part of the storage facility, the middle is an existing single family home, and the northern most one is now vacant. The applicant is wishing to rezone these lots to match the adjacent lots he owns. Staff feels the request allows for a more uniform and orderly zoning map along this portion of Highway A and see no reason to deny the application.

If the properties were to be redeveloped with new industrial uses in the future, the development would still need to meet all code requirements protecting the integrity of the commercial corridor.

Recommendation:

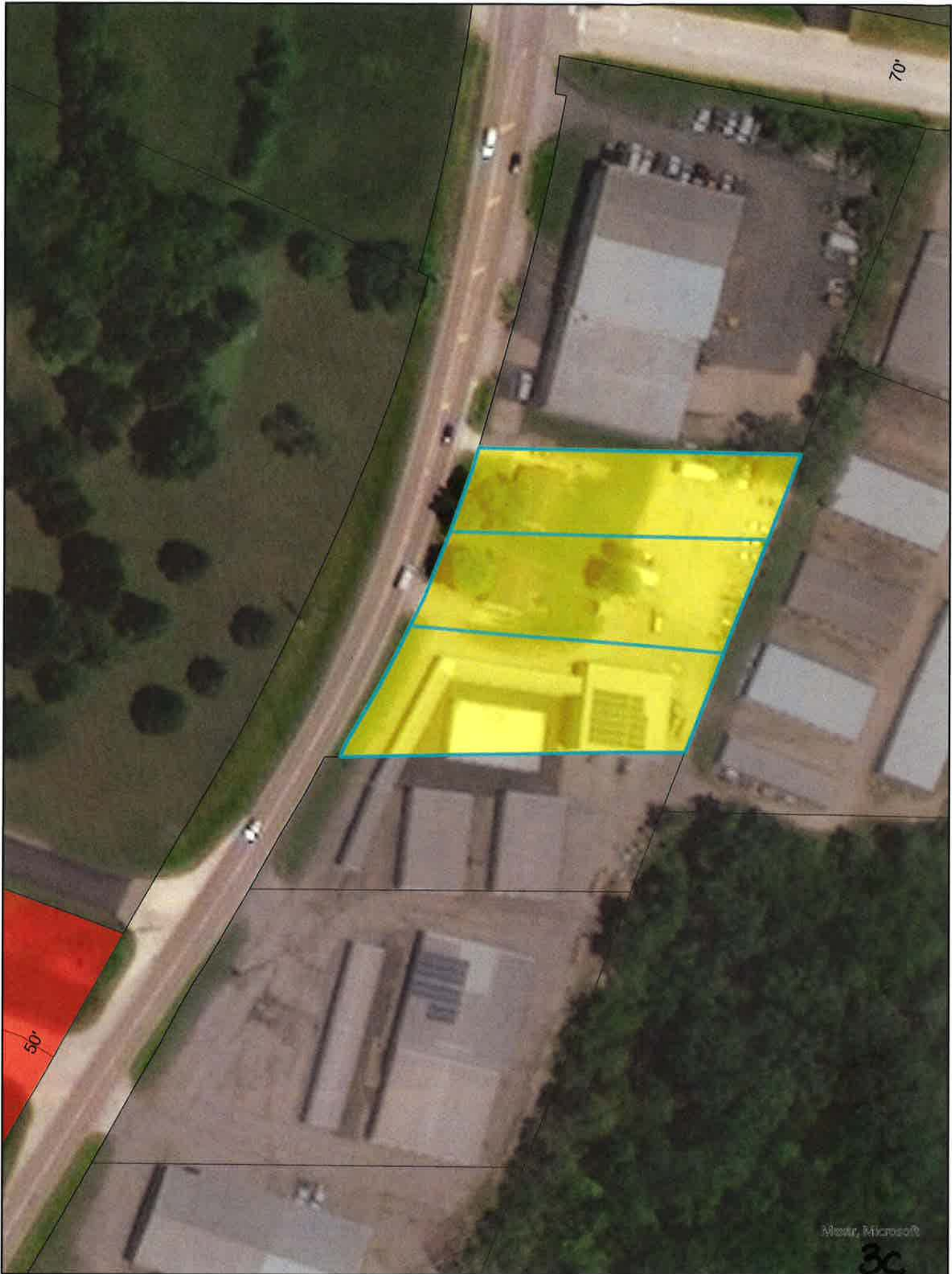
Staff recommends approval of the request to rezone 2172, 2180, and 2188 Highway A from R-1A Single Family Residential to M-2 Heavy Industrial.



70'

50'

Handwritten signature



70'

50'

Alkstar, Microsoft

3c

28-0704

CITY OF WASHINGTON, MISSOURI

Department of Planning and Engineering Services
405 JEFFERSON STREET • WASHINGTON, MO 63090
636.390.1010 phone • 636.239-4649 fax

Applicant Information for Rezoning Land

Please print:

Site Address: 2188,2180 & 2172 Hwy A

Lot # _____ Subdivision: _____

PID# _____

Applicant Name Dale Schlitt Daytime phone 636-390-0390

Address of Applicant 2188 Hwy A Washington

Name of Owner Dale Schlitt Daytime phone _____

Address of Owner (if different from Applicant) _____

Site Information

Address or Legal: 2188, 2180 & 2172 Hwy A

Current Zoning: R-1A ~~X~~ Lot Size: _____

Existing Land Use: home, vacant and Storage units

Proposed Zoning and Intended Use of Property: m-2

Surrounding Land Use

North Warehouse South storage units

East Storage Units West Vacant

To the best of my knowledge and belief, the data in this application and all attachments thereto are true and correct.

Dale Schlitt 6/28/22
Signature of Applicant Date

Signature of Landowner (if different) Date

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE REZONING 2188, 2180 & 2172 HIGHWAY A FROM R-1A SINGLE FAMILY RESIDENTIAL TO M-2 HEAVY INDUSTRIAL IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, an application has been filed with the City of Washington, Missouri to rezone 2188, 2180 & 2172 Highway A from R-1A Single Family Residential to M-2 Heavy Industrial; and

WHEREAS, pursuant to the ordinances of the City of Washington, Missouri, a Public Hearing on such request was held in the City Council Chambers, 405 Jefferson Street, Washington, Missouri, on July 18, 2022, notice of said hearing having been duly published in the "Washington Missourian"; and

WHEREAS, the City Council has determined that allowance of said request would be proper and in the best interests of the City:

NOW, THEREFORE, be it ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The above described property is hereby removed from the R-1A Single Family Residential to M-2 Heavy Industrial.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri





July 12, 2022

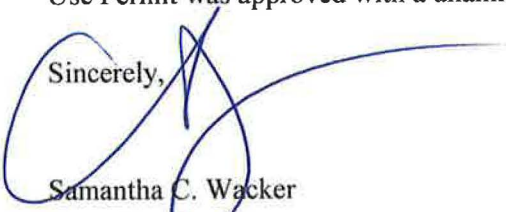
Mayor & City Council
City of Washington
Washington, MO 63090

RE: **File No. 22-0705-Special Use Permit-14 W. Main Street**

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on July 11, 2022 the above mentioned Special Use Permit was approved with a unanimous vote in favor.

Sincerely,


Samantha C. Wacker
Chair Pro-Tem
Planning & Zoning Commission

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: July 5, 2022

Re: File # 22-0705 – Cheryl Orlando – Nursery with Outdoor Sales in C-3

Synopsis: The applicant is requesting approval Special Use Permit for nursery with outdoor sales in C-3 Central Business District

Adjacent Land Use /Zoning Matrix		
	Existing Land Use	Existing Zoning
North	Mixed Use	C-3
South	Mixed Use	C-3
East	Mixed Use	C-3
West	Mixed Use	C-3

Analysis:

The applicant is requesting a special use permit to operate a Nursery with Outdoor Storage in the C-3 Central Business District located at 14 W. Main Street.

Andy’s Produce is moving into a portion of the Old Missourian building, and part of that proposal includes 3,000 sq. ft. or outdoor sales. The proposed area does not remove access to the parking lot or impede on fire access. The outdoor sales of plants, flowers, trees etc. will not create a detriment to the integrity of the district if kept to the area proposed in the site plan.

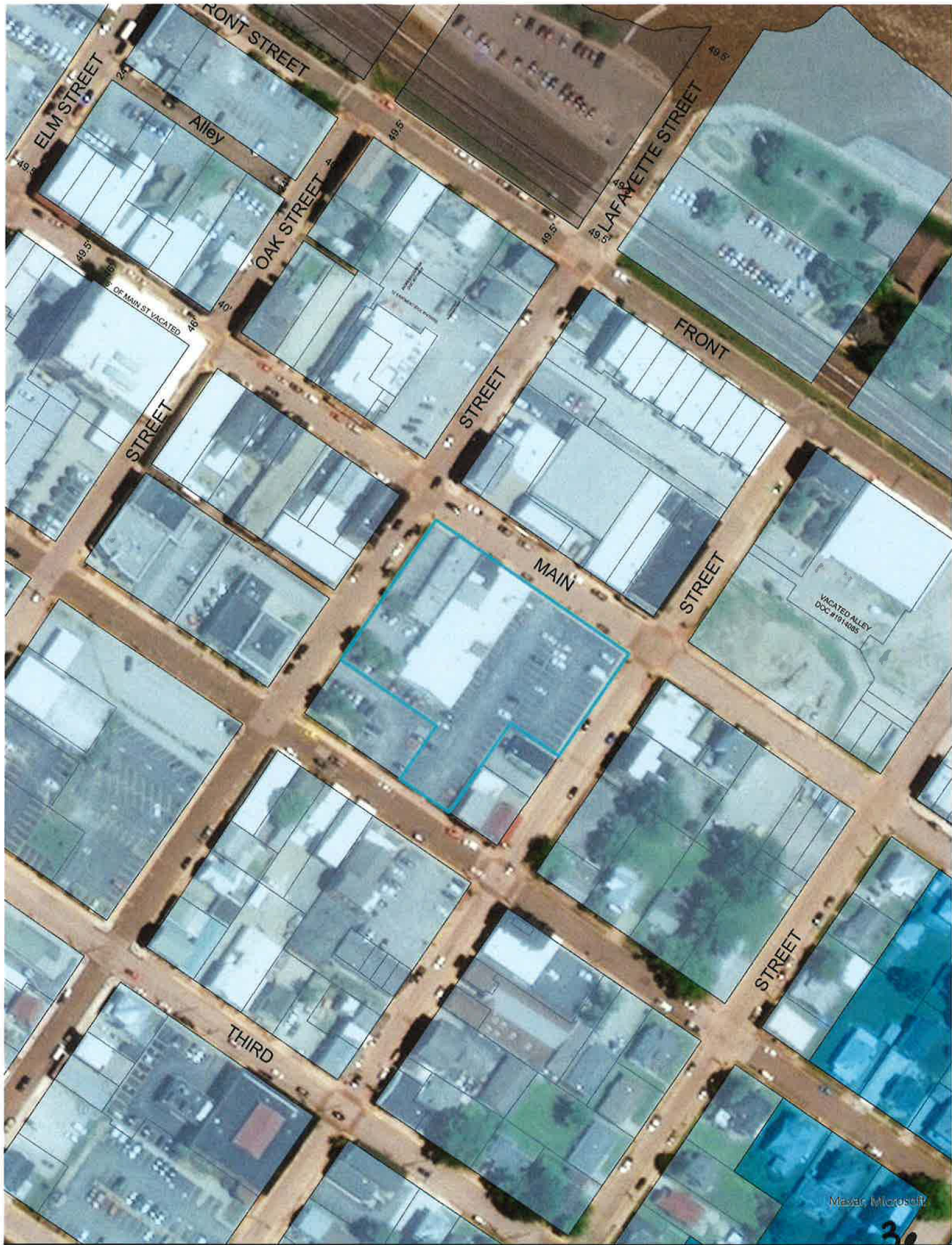
Recommendation:

Staff recommends approval of the Special Use Permit to operate a nursery with outdoor sales at 14 W. Main Street.

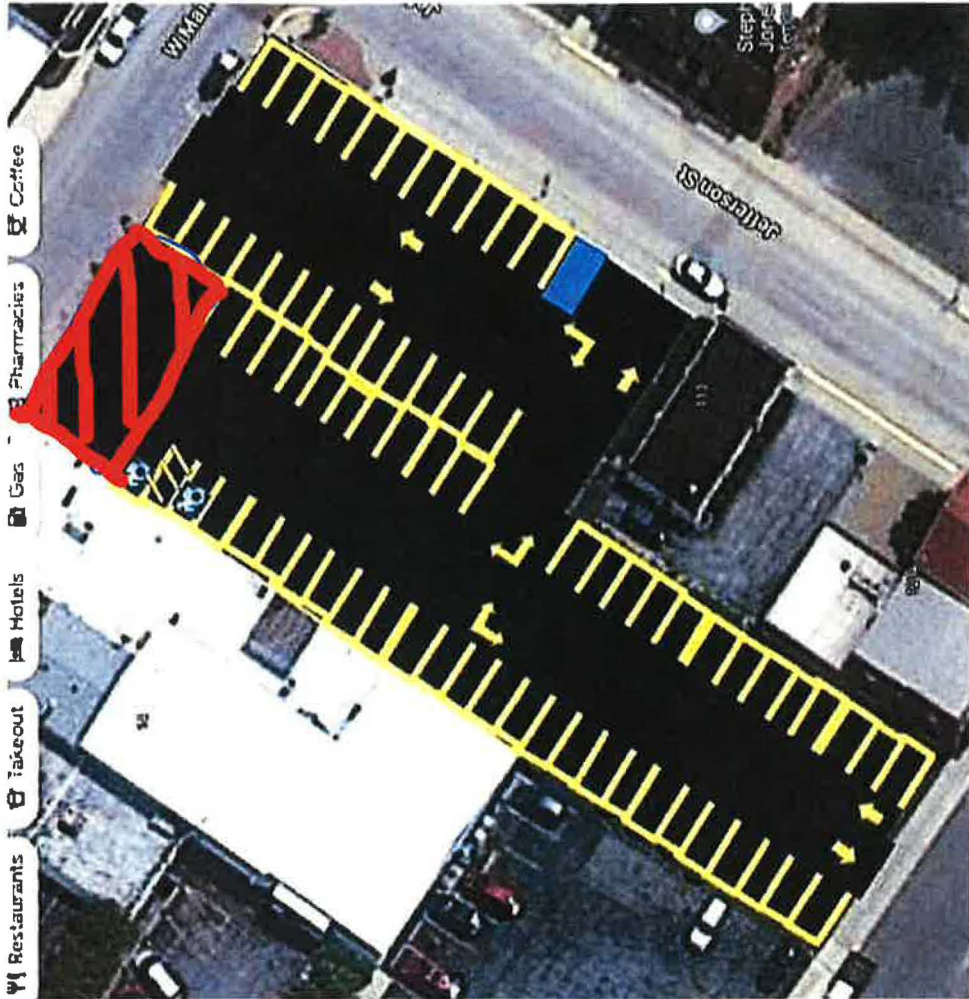


MAIN

ST
S



1. Widen entrance to 22' (street excavation permit req'd)
2. Dumpster - blue box - proposed location. Widening Jefferson St. entrance will reduce parking spaces along Jefferson St. by 1 space.



CITY OF WASHINGTON, MISSOURI

Department of Planning and Engineering Services

405 Jefferson Street · Washington, MO 63090

636.390.1010 Phone · 636.239.4649 Fax

SPECIAL USE PERMIT APPLICATION

All applications for Special Use Permits must be submitted to the Engineering Department at least 15 working days prior to the second Monday of each month in order to be placed on the agenda for the Planning & Zoning Commission Meeting.

Please Print:

Street Address: 14 West Main Street Washington MO. 63090 SUITE 101

Lot: _____ Subdivision: _____ PID# _____

Applicant Name: Cheryl Orlando Phone: 636-303-7580

Address of Applicant: 329 Bend School Road Union MO. 63084

Owner: Cheryl Marie Orlando Phone: 636-303-7580

Owner's Address: 329 Bend School Road Union MO. 63084

Current Zoning: _____ Proposed Zoning: _____

It is proposed that the property be put to the following use: Flowers/pumpkins/TREES/Produce

Concrete, Lot Size: Frontage 200 Feet (feet) Depth 100 ft (feet) Number of Stories 1 story

Number of Units: 1 UNIT Number of Off-Street Parking Spaces: 100

Include with this Special Use Permit Application:

- 1. Application Fee of \$150.00 (make check payable to the 'City of Washington')
2. Completed Special Use Permit Application
3. Plot Plan
4. Legal Description of Property
5. Building Elevation Plan (for new construction only)

Signature of Applicant: Cheryl Orlando

Date: JUNE 29th 2022

Applicant Name Printed: Cheryl Orlando

SPECIAL USE PERMIT EVALUATION CRITERIA

The following criteria are used in evaluating a Special Use Permit Application. It is recommended these criteria be addressed as to their applicability to the proposed Special Use Permit request:

- 1. The compatibility of the proposal, in terms of both use and appearance, with the surrounding neighborhood.

Andys will sell flowers, Pumpkins, tree ^{Christmas} Plants

- 2. The comparative size, floor area, and mass of the proposed structure in relationship to adjacent structures and buildings in the surrounding properties and neighborhood.

3000 Square Foot in Parking lot in the North East side of the Parking Lot

- 3. The frequency and duration of various indoor and outdoor activities and special events, and the impact of these activities on the surrounding area.

all year around the hours are 7am - 8 PM
m-S

- 4. The capacity of adjacent streets to handle increased traffic in terms of traffic volume, including hourly and daily levels.

- 5. The added noise level created by activities associated with the proposed use.

- 6. The requirements for public services where the demands of the proposed use are in excess of the individual demands of the adjacent land uses, in terms of police and fire protection, and the presence of any potential or real fire hazards created by the proposed use.

N/A

7. Whether the general appearance of the neighborhood will be adversely affected by the location of the proposed use on the parcel.

We dont think it will be a problem

8. The impact of night lighting in terms of intensity, duration and frequency of use, as it impacts adjacent properties, and in terms of presence in the neighborhood.

We will have Parking lot lights that have always been there

9. The impact of the landscaping of the proposed use, in terms of maintained landscaped areas, versus areas to remain in a natural state, as well as the openness of landscape versus the use of buffers and screens.
-
-

10. The impact of a significant amount of hard-surfaced areas for buildings, sidewalks, drives, parking areas and service areas, in terms of noise transfer, water run-off, and heat generation.
-
-

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT AT 14 WEST MAIN STREET IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, an application for a Special Use Permit has been filed with the City of Washington; and

WHEREAS, pursuant to the ordinances of the City of Washington, Missouri, a Public Hearing on such request will be held in the City Council Chambers, 405 Jefferson Street, Washington, Missouri, on Monday, July 18, 2022, notice of said hearing having been duly published in the "Washington Missourian"; and

WHEREAS, the City Council has determined that allowance of said request would be proper and in the best interests of the City:

NOW, THEREFORE, be it ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: That a Special Use Permit be issued for 14 West Main Street.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

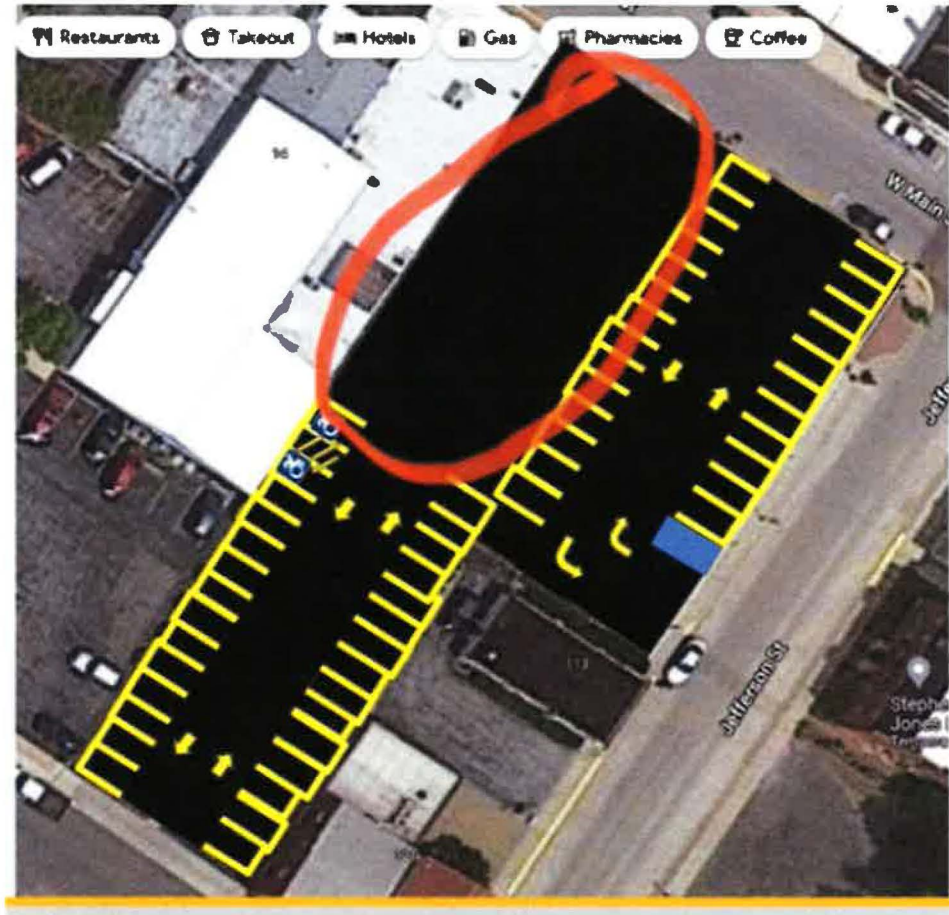
ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ACCEPT THE PROPOSAL FROM MIDWEST ELEVATOR FOR THE TROUBLESHOOTING AND REPAIR OF MAN LIFTS AT THE WALNUT STREET LIFT STATION AND WASTEWATER TREATMENT PLANT

Be It Ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to accept the proposal from Midwest Elevator for the Troubleshooting and Repair of Man Lifts at the Walnut Street Lift Station and the Wastewater Treatment Plant in the amount totaling Seven Thousand Six Hundred Fourteen Dollars and Zero Cents (\$7,614.00). A copy of said proposal is attached hereto and marked as Exhibit A.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: This ordinance shall take effect and be in full force from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A



PROPOSAL

Walnut Street Station - Troubleshoot and Violation Repairs

June 20, 2022

OWNER City of Washington
Water/Wastewater Department
4 Chamber Dr
Washington, MO 63090

LOCATION Walnut Street Station
151 E Front St
Washington, MO 63090

Midwest Elevator Co. proposes to furnish the necessary labor, material, tools and supervision to perform the following work on the elevator at the referenced location on a time and material basis.

- Troubleshooting Scope of work: Troubleshoot and repair down special purpose lift.
o Two mechanics will be required for troubleshooting this unit. An update of the work and any additional time or material will be provided after no more than one day of work.
o Not to exceed \$4,270.00
• Violation Repairs Scope of work: Replace light switch in WWTP and install wiring duct around the traveling cable of the Walnut Street Station that is exposed outside the hoistway.
o Violation for exposed traveling cable cited during last annual inspection. Missing light switch will be written up during next inspection. MCP violation cited during last annual will be corrected with the maintenance agreement below.
o Not to exceed \$3,344.00

Time and Material Not to Exceed: \$7,614.00

Mechanic \$260.64/hour – Crew \$450.05/hour

It is understood that all work will be done during the regular working hours of the trade, in a first-class workman-like manner, and we are to have the uninterrupted use of the elevator while doing this work. Workmen's Compensation and Public Liability Insurance will be enforced by us.

It is expressly understood and agreed that all verbal agreements are void and that the acceptance of the proposal shall constitute the contract for material and work specified above. Any changes to this contract must be made in writing signed by both parties.

This proposal is submitted for acceptance within 30 days, after which it shall be subject to price adjustment, revision or cancellation. Please return a signed copy to proceed with scheduling. Payment due in full upon receipt of invoice.

Submitted June 20, 2022 by:

Handwritten signature of Corey Cox

Corey Cox, Sales and Account Representative

Accepted by:

Signature of Authorized Official

Approved & Accepted for Midwest Elevator Co. by:

Name: _____

Title: _____

Dustin Witham, Sales Manager

Company: _____

Date: _____

Date: _____



To: Honorable Mayor and City Council
From: Kevin Quaethem, Public Works Superintendent
Subject: Midwest Elevator Proposal for Walnut Street and WWTP Man Lifts
Date: July 13, 2022

Mayor and Council,

Staff requested proposals for the troubleshooting, violation repair, and an ongoing maintenance program for the man lift elevators at the Walnut Street Lift Station and Waste Water Treatment Plant. We received two proposals; one from TKE Elevator and one from Midwest Elevator.

After an internal review, Midwest Elevator was chosen for the project. Staff met with them to discuss the scope of work and they came back with a Proposal for Troubleshooting and Violation Repair of both man lift elevators not to exceed \$7,614.00. In addition, Midwest submitted a proposal for a Quarterly Preventative Maintenance Agreement; which includes quarterly maintenance of both man lift elevators, the required annual test and a 5 year full load test as outlined in the American National Standard Safety Code for Elevators and Escalators, not to exceed \$1,500.00 per quarter.

The Board of Public Works gave approval, and staff is asking for your approval to proceed with Midwest Elevator.

Thank You,

A handwritten signature in blue ink, appearing to read "Kevin Quaethem", is written over a faint, larger version of the same signature.

Kevin Quaethem
Public Works Superintendent

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF WASHINGTON, MISSOURI TO ACCEPT THE MAINTENANCE AGREEMENT FROM MIDWEST ELEVATOR FOR THE QUARTERLY PREVENTATIVE MAINTENANCE AGREEMENT OF MAN LIFTS AT THE WALNUT STREET LIFT STATION AND WASTEWATER TREATMENT PLANT

Be It Ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to accept the maintenance agreement from Midwest Elevator for the Quarterly Preventative Maintenance Agreement of Man Lifts at the Walnut Street Lift Station and the Wastewater Treatment Plant in the amount totaling One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00). A copy of said agreement is attached hereto and marked as Exhibit A.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: This ordinance shall take effect and be in full force from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A



ELEVATOR PREVENTIVE MAINTENANCE AGREEMENT

Quarterly Oil & Grease Service Agreement Including Annual Test

June 20, 2022

OWNER City of Washington
Water/Wastewater Department
4 Chamber Dr
Washington, MO 63090

LOCATION Walnut Street Station
151 E Front St
Washington, MO 63090
&
WWTP
200 Kingsland Dr.
Washington, MO 63090

Midwest Elevator Co. agrees to furnish its "Quarterly Oil & Grease Service Agreement Including Annual Test" on the elevator equipment described below in the referenced building in accordance with the following terms and conditions:

DESCRIPTION OF EQUIPMENT

<u>State ID</u>	<u>Manufacturer</u>	<u>Type</u>	<u>Stops</u>	<u>Openings</u>
18506	Gillespie	Special Purpose Lift / Traction	2	2
2979	Gillespie	Special Purpose Lift / Traction	3	3

EXTENT OF COVERAGE

We will use skilled technicians directly employed and supervised by us. They will be qualified to keep your equipment properly adjusted, and they will use reasonable care to maintain the equipment in proper and safe operating condition.

We will visit the unit Quarterly to examine, clean, adjust and lubricate all parts of your elevator system. Also included are all necessary lubricants, cleaning solvents, and rags.

All work is to be performed during regular working hours of our regular working days unless otherwise directed by you. Callbacks and material are not intended and/or included with this contract. It is agreed that in consideration of our performance of the service enumerated herein at the stated price, that nothing shall be construed to mean that we assume any liability on account of accidents or injuries to persons or property, except those directly due to our negligent acts or those of our employees, and that your own responsibility for accidents or injuries to persons or property while using the equipment is no way affected by this agreement.

INSPECTION AND TESTING

We will perform an annual test of the Fireman’s Emergency Operation (not including building life safety systems: smoke detectors, heat detectors, shunt trip, etc.), an annual no-load test and five-year full-load test, as outlined in the American National Standard Safety Code for Elevators and Escalators, ANSI A17.1. It is expressly understood and agreed that such tests may impose greater stress on the equipment and the building structure than that experienced in day-to-day operation. We shall not be responsible for damage to the building structure or equipment resulting from these tests. The Authority Having Jurisdiction requires that an approved licensed elevator inspector witness these tests, where required. The building owner or its managing agent shall absorb the cost of the inspector, where required. A representative of the building shall be responsible for performing the monthly Fireman’s Emergency operation and maintaining a log of the test dates and results.

CALLBACK SERVICE

Callback service is available 24 hours per day at the billing rates outlined herein. Our regular working hours are 7:00am – 3:30pm.

76

BILLING RATES

All work performed outside the scope of the preventive maintenance and testing services shall be performed at the following billing rates:

2022 Rates	Straight Time (1.0) Mon-Fri 7am-3:30pm	Overtime (1.7) Evenings & Saturdays	Double Time (2.0) Sundays & Holidays
Mechanic	\$ 260.64	\$ 377.47	\$ 428.99
Team/Crew	\$ 450.05	\$ 646.40	\$ 733.58

LIABILITY

It is understood, in consideration of our performance of the service enumerated herein at the price stated, that nothing in this agreement shall be construed to mean that we assume any liability on account of accidents to persons or property except those directly due to negligent acts of Midwest Elevator Co., Inc. or its employees, and that your own responsibility for accidents to persons or properties while riding on or being about the aforesaid equipment referred to, is in no way affected by this agreement.

We shall not be held responsible or liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts, fire, flood explosion, acts of God, malicious mischief, misuse, theft, acts of civil military authorities, insurrection, riot or any other cause which is unavoidable or beyond our control, or in any event for consequential damages. No work, service or liability on the part of Midwest, other than specifically mentioned herein, is included or intended.

It is understood your responsibility includes, but is not limited to, instructing or warning passengers in the proper use of the equipment, taking the equipment out of service when it becomes unsafe or operates in a manner that might cause injury to a user, promptly reporting to us any accident or any condition which may need attention and maintaining surveillance of the equipment for such purposes.

PRICE

The price for this service shall be \$1,500.00 per quarter, payable in advance upon presentation of invoice, and shall remain in effect for a period of one year. You shall pay, as an addition to the price herein, the amount of any sales, use, excise or other tax which may now, or hereafter, be applicable to the service to be performed under this agreement.

A service charge calculated at the rate of 1-1/2% per month or highest legal contract rate, whichever is less, shall be applicable to delinquent payments. Further, delinquent payment by you of charges provided herein shall constitute a breach of this agreement and we may, at our option, terminate the agreement for such breach. We shall give you at least thirty (30) days prior written notice before such termination.

PRICE ADJUSTMENT

The contract price shall be adjusted at the end of each year of the agreement. The adjusted price shall be effective for the forthcoming year and calculated by the percentage of increase or decrease in the straight time hourly labor cost of elevator constructors, plus fringe benefits, which include, but are not limited to, pensions, vacations, paid holiday, sickness, group life insurance, accident insurance, and hospital insurance in effect on the anniversary date as compared to the hourly labor cost used in establishing the prior year's price.

TERM

The effective date of this agreement is _____ 2022. The initial term of the agreement is three (3) years. The agreement shall automatically renew and continue for additional terms of three (3) years unless cancelled by either party. Either party may cancel this agreement by giving written notice ninety (90) days prior to the end of any existing term.

Tb

PERFORMANCE

If for any reason you become dissatisfied with our service, a written notice including explanation shall be given at which time allowing us thirty (30) days to correct the problem to your satisfaction. If not then satisfied, you may cancel this agreement within 24 hours.

It is understood and agreed that this proposal and your acceptance thereof shall constitute, exclusively and entirely, the agreement for the service herein described, that all other prior representations or agreements, whether written or verbal, shall be deemed to be merged herein and that no other changes in or to this agreement shall be recognized unless made in writing and signed by both parties. Should your acceptance be in the form of a purchase order or similar document, the provisions, terms and conditions of this agreement will govern in the event of conflict.

Submitted June 20, 2022 by:

Accepted by:



Corey Cox, Sales and Account Representative

Signature of Authorized Official

Approved & Accepted for Midwest Elevator Co. by:

Name: _____

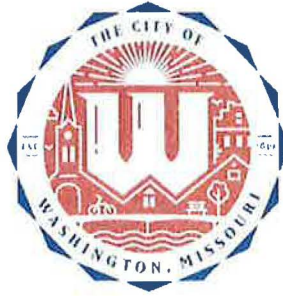
Dustin Witham, Sales Manager

Title: _____

Company: _____

Date: _____

Date: _____



To: Honorable Mayor and City Council
From: Kevin Quaethem, Public Works Superintendent
Subject: Midwest Elevator Proposal for Walnut Street and WWTP Man Lifts
Date: July 13, 2022

Mayor and Council,

Staff requested proposals for the troubleshooting, violation repair, and an ongoing maintenance program for the man lift elevators at the Walnut Street Lift Station and Waste Water Treatment Plant. We received two proposals; one from TKE Elevator and one from Midwest Elevator.

After an internal review, Midwest Elevator was chosen for the project. Staff met with them to discuss the scope of work and they came back with a Proposal for Troubleshooting and Violation Repair of both man lift elevators not to exceed \$7,614.00. In addition, Midwest submitted a proposal for a Quarterly Preventative Maintenance Agreement; which includes quarterly maintenance of both man lift elevators, the required annual test and a 5 year full load test as outlined in the American National Standard Safety Code for Elevators and Escalators, not to exceed \$1,500.00 per quarter.

The Board of Public Works gave approval, and staff is asking for your approval to proceed with Midwest Elevator.

Thank You,

A handwritten signature in blue ink, appearing to read "Kevin Quaethem", is written over a faint blue circular stamp.

Kevin Quaethem
Public Works Superintendent

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PROPOSAL FOR ENGINEERING DESIGN SERVICES FOR THE RABBIT TRAIL EXTENSION PROJECT WITH WUNDERLICH SURVEYING AND ENGINEERING, INC. AND AMEND THE 2022 BUDGET

Be It Ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to accept the proposal with Wunderlich Surveying and Engineering, Inc. for Engineering Design Services associated with the Rabbit Trail Extension Project in the City of Washington, Missouri. A copy of said proposal is attached and is marked as "Exhibit A".

SECTION 2: This ordinance shall amend the 2022 Budget as follows:

Transportation Sales Tax Fund 261 – Increase of \$30,000 for Rabbit Trail Extension Project - Design (261-18-000-541100 Improvements other than Buildings).

SECTION 3: The Mayor and City Clerk are hereby authorized and directed to execute said contract, and to do all things necessary by the terms of said contract.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



"Exhibit A"

WUNDERLICH SURVEYING & ENGINEERING, INC.

512 EAST MAIN STREET, UNION, MO 63084
(636) 583-8400

June 7, 2022

RE: Rabbit Trail extension project

City of Washington
c/o John Nilges
405 Jefferson Street
Washington, MO 63090

Dear Mr. Nilges:

I have put together a proposal for the Rabbit Trail extension project. This project has been discussed with the city staff and the developer to develop a plan to extend Rabbit Trail Drive and the required utilities.

This project can be split into phases

- 1.) Preliminary Design and Analysis.
 - a. WSE will complete topo and work with the city to determine preliminary route. The vertical and horizontal alignment will be determined and agreed upon.
- 2.) Permit set of plans and analysis.
 - a. A permit set of plans will be completed. A storm water analysis will be completed and all of the storm sewer and utilities sized. Plans will be submitted to City for approval.
- 3.) Permitting through all agencies.
 - a. With the approval of the permit set of plans, WSE will apply for permits through all required entities.
- 4.) Bid set of plans.
 - a. WSE will provide a bid set of plans and specifications for the City to bid out. The City will be responsible for the bidding of plans, opening of bids and selecting a contractor. WSE will assist the City with this if needed.
- 5.) Construction set of plans.
 - a. After all permits have been received a construction set of plans will be submitted to the City for approval. After the city accepts the plans, they will be approved for construction.

Construction inspection and testing not provided in this proposal.

This proposal is to include:

- Topographic Survey to be completed of street extension area
- Street horizontal and vertical alignment to be approved by the City
- Entrance approval off of Bieker Road
- Storm water analysis for storm sewer in the street
- Culvert design for flow and loading conditions at the connection points
- Utility Design to include street light locations per the City
- Coordination with Ameren UE for street light electric plan
- Sidewalk design in coordination with the City
- MoDNR permitting for Land Disturbance
- Floodplain development permit if required

This proposal is for phases 1-4 to be completed one time. If any phase has to be completed multiple times the fee will change. WSE will complete phases 1-4 as described above for a fee not to exceed \$29,885.

All permit fees shall be paid by the City.

Again, thank you for contacting our office and as always, it is a pleasure doing business with you. If you have any questions, please do not hesitate to contact our office at (636) 583-8400.

Sincerely,

WUNDERLICH SURVEYING & ENGINEERING, INC.



Cameron Lueken,
President, Wunderlich Surveying and Engineering, Inc.

If you find this proposal acceptable, please sign and date below and return the signed document to our office at your earliest convenience.

Signature

Date



July 12, 2022

Honorable Mayor and City Council
City of Washington
405 Jefferson Street
Washington, MO 63090

RE: **Rabbit Trail Extension to Bieker Road
Design Contract**

Honorable Mayor and City Council,

The following is pertinent information to the subject request.

Description:

Find enclosed an ordinance that would allow the City to enter into a contract with Wunderlich Surveying & Engineering, Inc. for engineering services for the subject project. This project includes extending Rabbit Trail to Bieker Road and constructing a new box culvert. This includes the scope of work approved at the April 4th City Council meeting as part of the development agreement with the property owner.

Also included in the ordinance is a budget amendment for FY 2022 for the above referenced project. Construction could start this fall. Once we have design documents to better estimate the costs, we are required to come back to you to vote on a budget amendment to construct.

Including you will find a plan showing the general scope of the design.

Construction could start this fall. Once we have design documents to better estimate the costs, we are required to come back to you to vote on a budget amendment to construct.

Approval is recommended.

Cost of the project:

This contract design cost is \$29,885.

Budget Information:

This design contract is not budgeted and requires a budget amendment of \$30,000 for FY 2022.

As always, if you have any questions, concerns or would like additional information, please feel free to contact me.

Respectfully,

A handwritten signature in blue ink, appearing to read "John Nilges".

John Nilges, PE
Public Works Director

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A BOUNDARY
ADJUSTMENT FOR THE A.P.M. SUBDIVISION IN THE
CITY OF WASHINGTON, FRANKLIN COUNTY,
MISSOURI

WHEREAS, the plat, attached as "Exhibit A" demonstrating the boundary adjustment in the City of Washington, Missouri has been submitted to the City for approval; and

WHEREAS, said plat meets the requirements of the applicable ordinances of the City of Washington, Missouri.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The boundary adjustment as shown in the attached "Exhibit A" in the City of Washington, Missouri is hereby approved.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

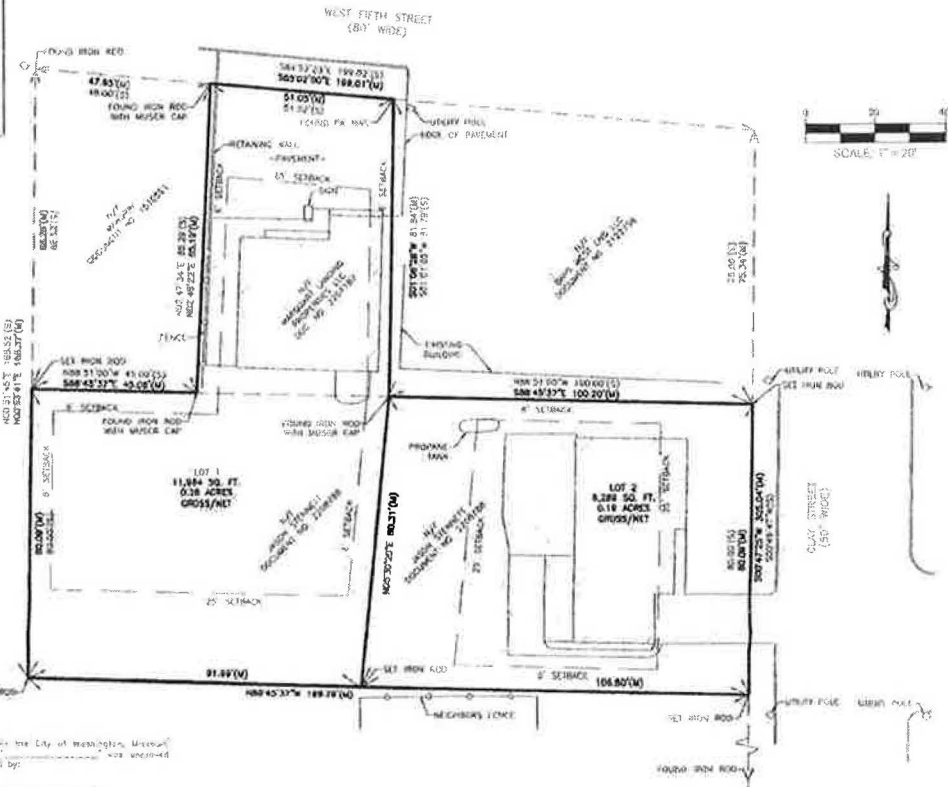
A.P.M. SUBDIVISION

PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER
OF SECTION 21, TOWNSHIP 44 NORTH, RANGE 1 WEST, OF THE 5TH P.M.,
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI



NOTES:

1. Bearings referenced to Grid North at the Missouri Coordinate System 1983. East Zone are GPS observations utilizing the MISSOURI STATE NETWORK.
2. Field work was completed on this site by Quincey Frankenberg Associates, Inc. on February 1, 2021.
3. = Triangles measured
4. = Triangles measured
5. = Plat of Survey of Master A. Associates dated October 21, 2021.
6. General Warranty Deed recorded as May 31, 2022 as Document #2201081 of the Franklin County Recorder of Deeds Office.
7. Zoning is C-1
8. Sublot is City of Washington Zoning Code Part 25 feet Setback for 2 stories, 10 feet for 3 stories, 25 feet
9. Minimum Lot Area = 12,000 square feet
10. Minimum Lot Area = 12,000 square feet



CITY CLERK'S CERTIFICATE:

I, Sherry Hixson, City Clerk for and with the City of Washington, Missouri do hereby certify that the above plat of _____ was recorded by the City Council of Washington, Missouri by _____ Ordinance No. _____ passed and approved this _____ day of _____, 2021.

Sherry Hixson, City Clerk

COLLECTOR OF REVENUE'S CERTIFICATE:

I, Douglas Thompson, Collector of Revenue for Franklin County, Missouri, do hereby certify that I am familiar with the land belonging to and subdivided as _____ and further state that there are no delinquent tax assessments on the above land due Franklin County, Missouri in my office.

STATE OF MISSOURI) COUNTY OF FRANKLIN) SS

This is to certify that Rick Marquart, that during the month of July, 2022 we received a Property Boundary Survey and Subdivision Plat as a part of which being part of the Southwest Quarter of the Northeast Quarter of Section 21, Township 44 North, Range 1 West, of the 5th P.M., City of Washington, Franklin County, Missouri, to the best of my knowledge and belief, the map of plat and the survey on which it is based were made in accordance with the current Missouri Statute for Property Boundary Surveys as the Missouri Department of Commerce and Revenue, Missouri Board of Architects, Professional Engineers, Professional Land Surveyors, and Professional Landscape Architects and made the aforesaid requirement as a land survey as defined therein.

CERTIFICATE OF OWNERSHIP:

I, Marquart Land Properties LLC, hereby certify that I am the owner of the property shown and described herein, and have caused the same to be surveyed and subdivided in the manner shown on this plat, and I hereby convey the same to the state of Missouri.

The subdivision shall be known as "A.P.M. Subdivision".

The utility easements or other easements are hereby dedicated to the various utility companies for utility purposes.

In WITNESS WHEREOF, we have executed this plat as all the _____ day of _____, 20____.

Marquart Land Properties LLC
Rick W. Marquart, President

STATE OF MISSOURI) COUNTY OF FRANKLIN) SS

On this _____ day of _____, 20____, before me personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal to the County and State aforesaid, this _____ day and year first above written.

My term expires _____

CERTIFICATE OF OWNERSHIP:

I, Jason Stewart, hereby certify that I am the owner of the property shown and described herein, and have caused the same to be surveyed and subdivided in the manner shown on this plat, and I hereby convey the same to the state of Missouri.

The subdivision shall be known as "A.P.M. Subdivision".

The utility easements or other easements are hereby dedicated to the various utility companies for utility purposes.

In WITNESS WHEREOF, we have executed this plat as all the _____ day of _____, 20____.

Jason Stewart

STATE OF MISSOURI) COUNTY OF FRANKLIN) SS

On this _____ day of _____, 20____, before me personally appeared Jason Stewart, to the best of my knowledge and belief, the person whose name is subscribed to the foregoing instrument, 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 official seal to the County and State aforesaid, this _____ day and year first above written.

My term expires _____

DATE: _____

BY: _____

Mark D. Frankenberg, PLS #2385
State of Missouri
Registered Land Surveyor
for Quincey Frankenberg Associates, Inc.
Chapel Hill, MO 63095

Rick Marquart
505 Clay Street
Washington, MO 63090
Franklin County

DRAWN
A.S.B.
DATE
07-05-22
JOB NO.
7134

SHEET NAME
A.P.M.
SUBDIVISION

7/5/2022

1884 Maple, (314) 238-4141

BFA
Engineering & Surveying

635 ELM STREET WASHINGTON, MISSOURI 63090

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN EASEMENT DEED BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
ROBERT H. AND ROSE MARY SANG

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Easement Deed by and between the City of Washington, Missouri and Robert H. and Rose Mary Sang, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 2022, by and between Robert H. and Rose Mary Sang, single persons, whose address is 214 Jefferson St, Washington, Missouri 63090, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantors**, 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 Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of a Sidewalk on Third Street, in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantors** adjoining the temporary construction easement and the right of traveling over said 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 temporary construction easement.

The easement granted herein shall commence on the date of recording of this Agreement and shall be used by the **Grantee** solely for the purpose of completing the Project. The easement

granted herein shall automatically terminate and be of no further force or effect upon the earlier of: (i) December 31, 2024, or (ii) completion of the Project.

Upon completion of the Project, or at the end of the term of the easement, whichever is sooner, **Grantee** shall clean up and remove from the Easement Parcel, and surrounding area, all construction debris and materials relating to the Project, and shall restore any portions of the Easement Parcel, and surrounding area, affected by **Grantee's** entry or use to their original condition, including, but not limited to, repairing any damage done to curbing and/or paved areas, and grading, seeding, and covering with straw any grass area disturbed by **Grantee's** entry or use.

The **Grantors** 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 **Grantors** covenants to and with the **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, the **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 the lawful 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** has executed these presents the day and year first above written.

GRANTOR

By: _____
Robert H. Sang

By: _____
Rose Mary Sang

GRANTEE

James D. Hagedorn, Mayor

EXHIBIT A

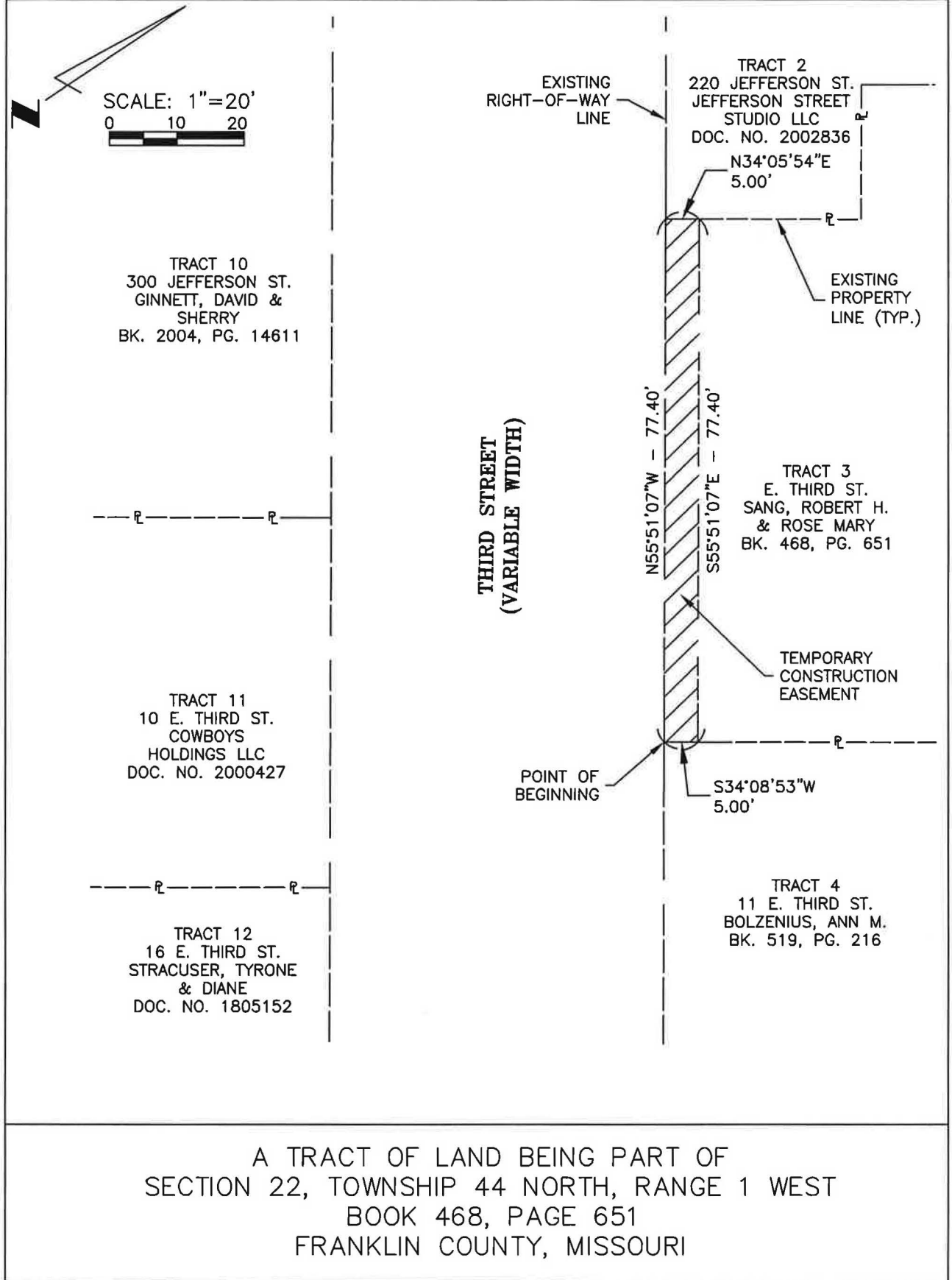
May 2022
City of Washington
Third Street Overlay and Improvements Project - Sidewalk

Description: 214 Jefferson St, Washington, Missouri 63090
Tract 3
Temporary Construction Easement

A part of a tract of land as recorded in Book 468, Page 651 of the Franklin County Records, being situated in Section 22, Township 44 North, Range 1 West of the Fifth Principal Meridian, and being more particularly described as follows:

Commencing at a found iron rod with cap at the southernmost corner of Lot 3, Block 2 of the Original Town of Washington, as recorded in Plat Book 'A', Page 26 of the Franklin County Records; thence N44°08'05"W 776.77 feet to the centerline of Third Street (variable width); thence leaving said centerline N34°08'53"E 23.75 feet to a point in the existing north right-of-way of Third Street, said

point being the point of beginning of the tract of land herein described; thence along said existing north right-of-way N55°51'07"W 77.40 feet to the west property line of a tract of land as described in Book 468, Page 651 of the Franklin County Records; thence with said west property line N34°08'53"E 5.00 feet; thence leaving said west property line S55°51'07"E 77.40 feet to the east property line of said tract; thence S34°08'53"W 5.00 feet to the point of beginning containing 387 square feet, the location of which is shown graphically on the attached Exhibit "B". Subject to any and all easements, restrictions, conditions, etc. of record.



A TRACT OF LAND BEING PART OF
 SECTION 22, TOWNSHIP 44 NORTH, RANGE 1 WEST
 BOOK 468, PAGE 651
 FRANKLIN COUNTY, MISSOURI



July 12, 2022

Honorable Mayor and City Council
City of Washington
Washington, MO 63090

RE: Third Street Overlay and Improvements Project, STP-6401(602)
Easement Ordinances and Deeds

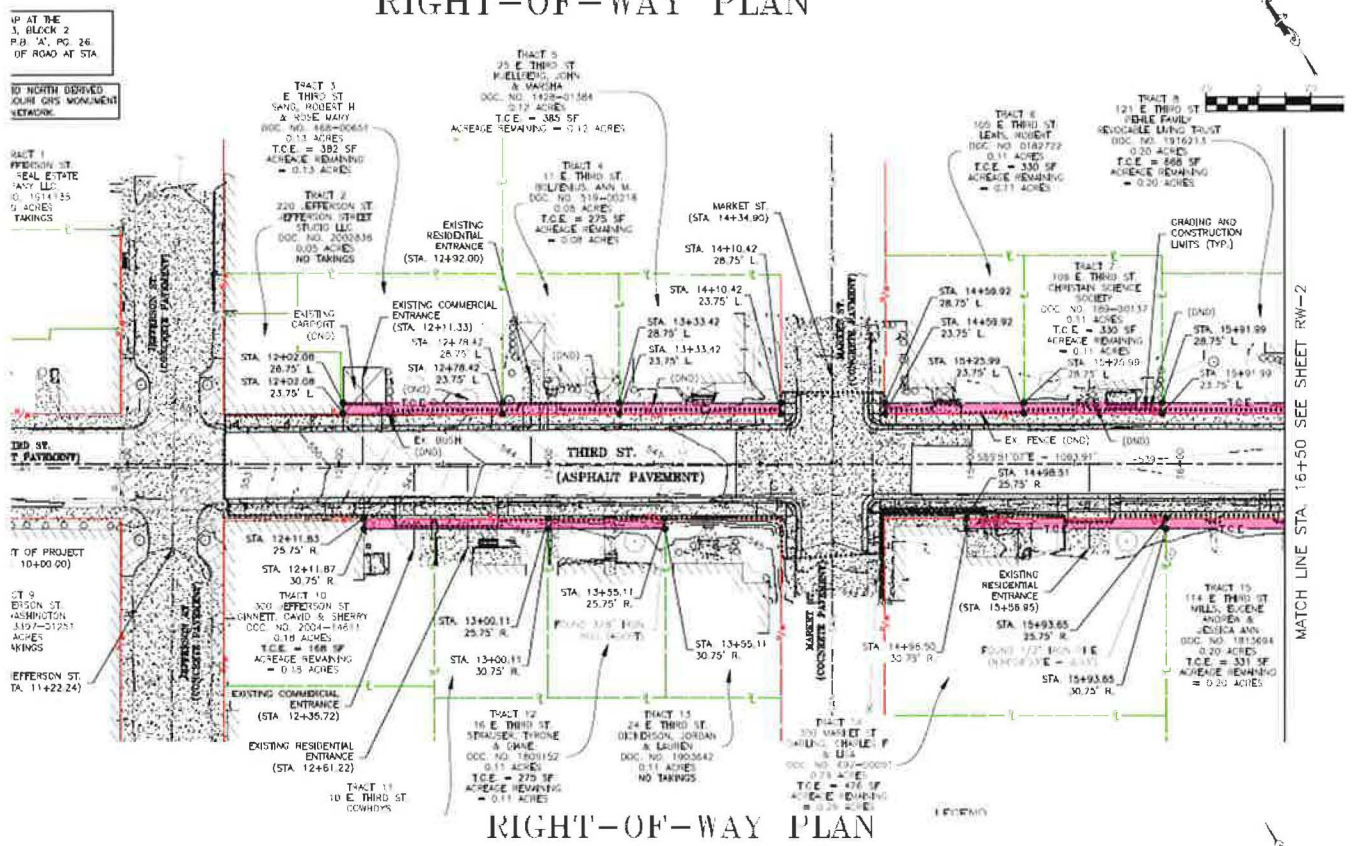
Dear Mayor and City Council Members:

Find attached for your review and approval temporary construction easement ordinances and deeds for 34 properties. These takings are required to complete the construction of this project. Please refer to the attachments which indicate the locations of these properties.

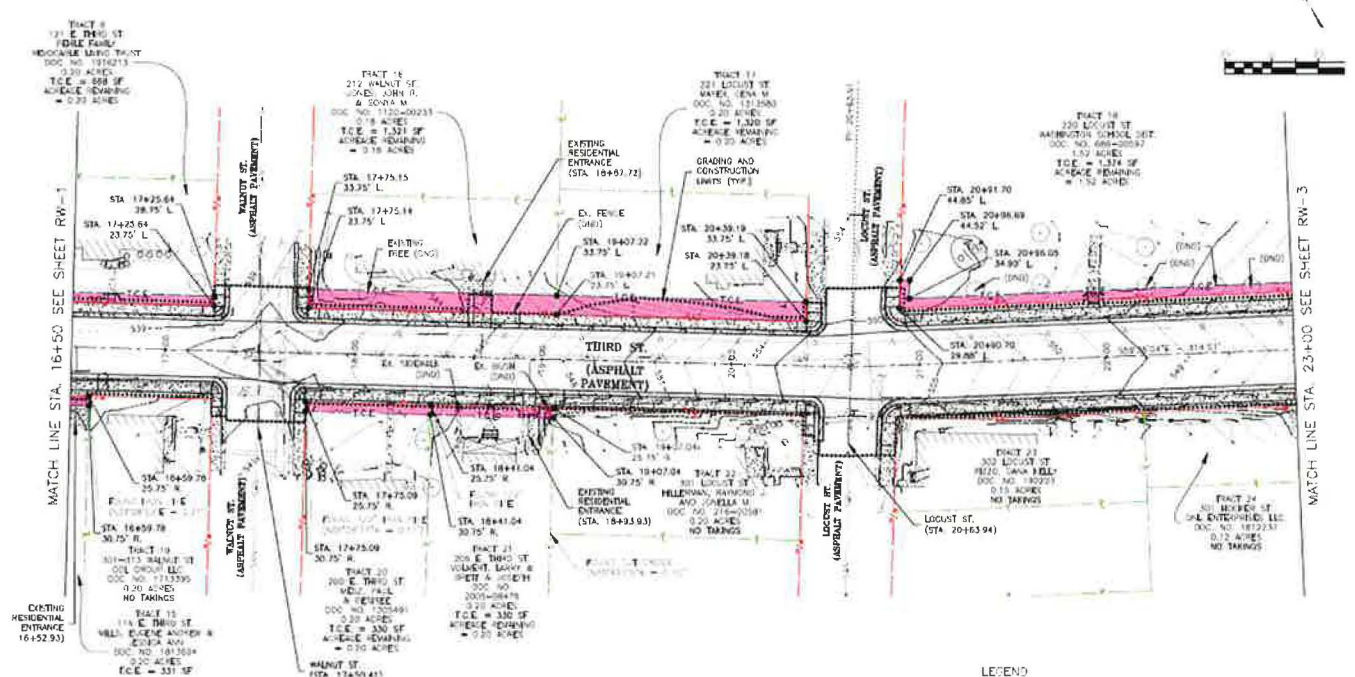
Respectfully submitted,

Andrea F. Lueken, P.E.
Assistant City Engineer

RIGHT-OF-WAY PLAN



RIGHT-OF-WAY PLAN

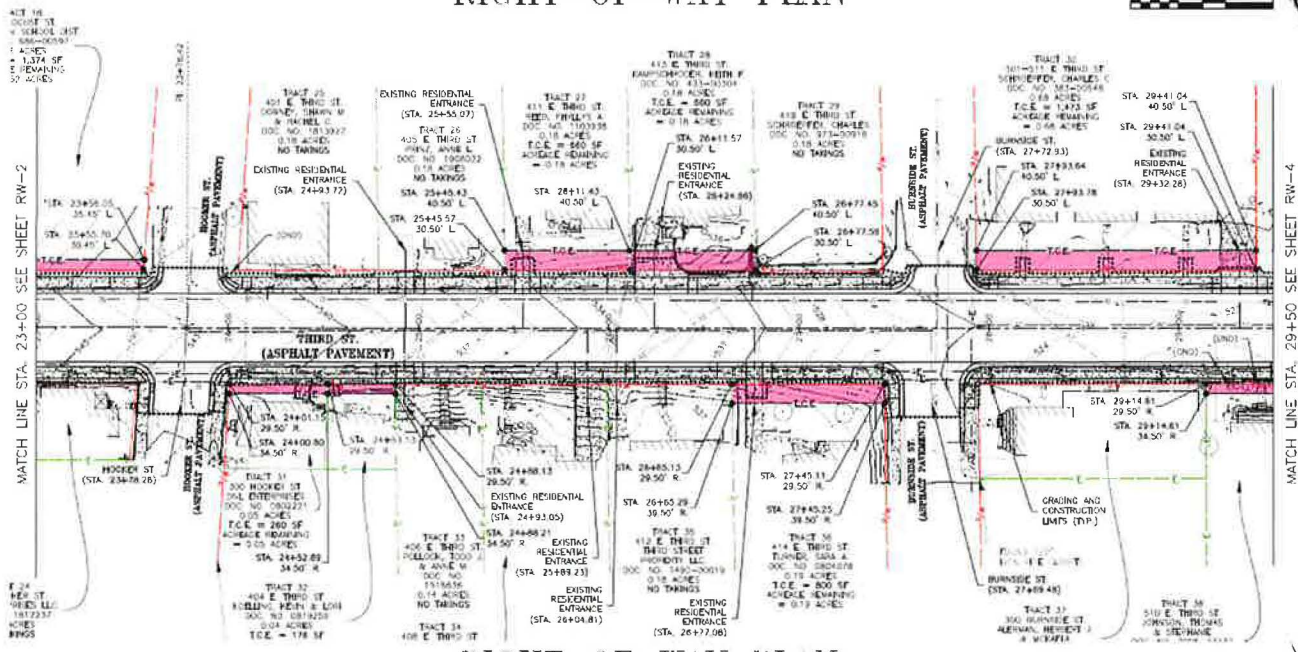


3 of 5

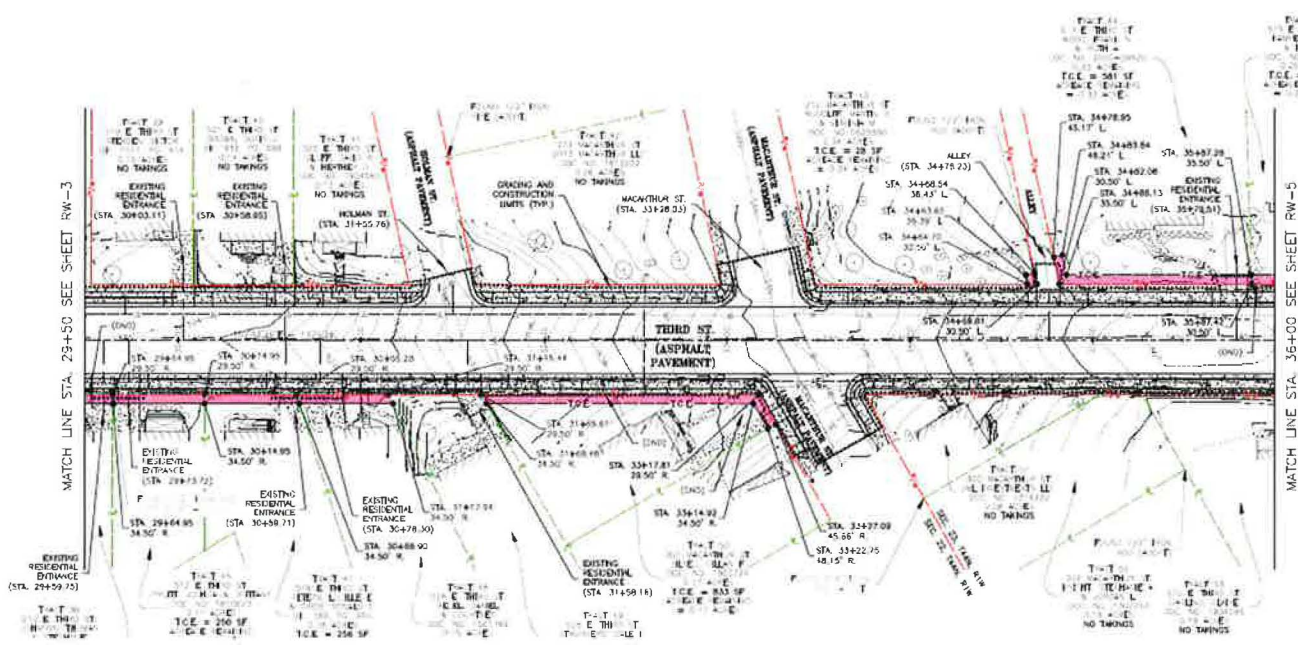
LEGEND

7e

RIGHT-OF-WAY PLAN



RIGHT-OF-WAY PLAN



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BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN EASEMENT DEED BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
ANN M. BOLZENIUS

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Easement Deed by and between the City of Washington, Missouri and Ann M. Bolzenius, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.



SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 2022, by and between Ann M. Bolzenius, a single person, whose address is 11 East Third Street, Washington, Missouri 63090, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantors**, 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 Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of a Sidewalk on Third Street, in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantors** adjoining the temporary construction easement and the right of traveling over said 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 temporary construction easement.

The easement granted herein shall commence on the date of recording of this Agreement and shall be used by the **Grantee** solely for the purpose of completing the Project. The easement

granted herein shall automatically terminate and be of no further force or effect upon the earlier of: (i) December 31, 2024, or (ii) completion of the Project.

Upon completion of the Project, or at the end of the term of the easement, whichever is sooner, **Grantee** shall clean up and remove from the Easement Parcel, and surrounding area, all construction debris and materials relating to the Project, and shall restore any portions of the Easement Parcel, and surrounding area, affected by **Grantee's** entry or use to their original condition, including, but not limited to, repairing any damage done to curbing and/or paved areas, and grading, seeding, and covering with straw any grass area disturbed by **Grantee's** entry or use.

The **Grantors** agree 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 **Grantors** covenants to and with the **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, the **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 the lawful 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** has executed these presents the day and year first above written.

GRANTOR

By: _____
Ann M. Bolzenius

GRANTEE

James D. Hagedorn, Mayor

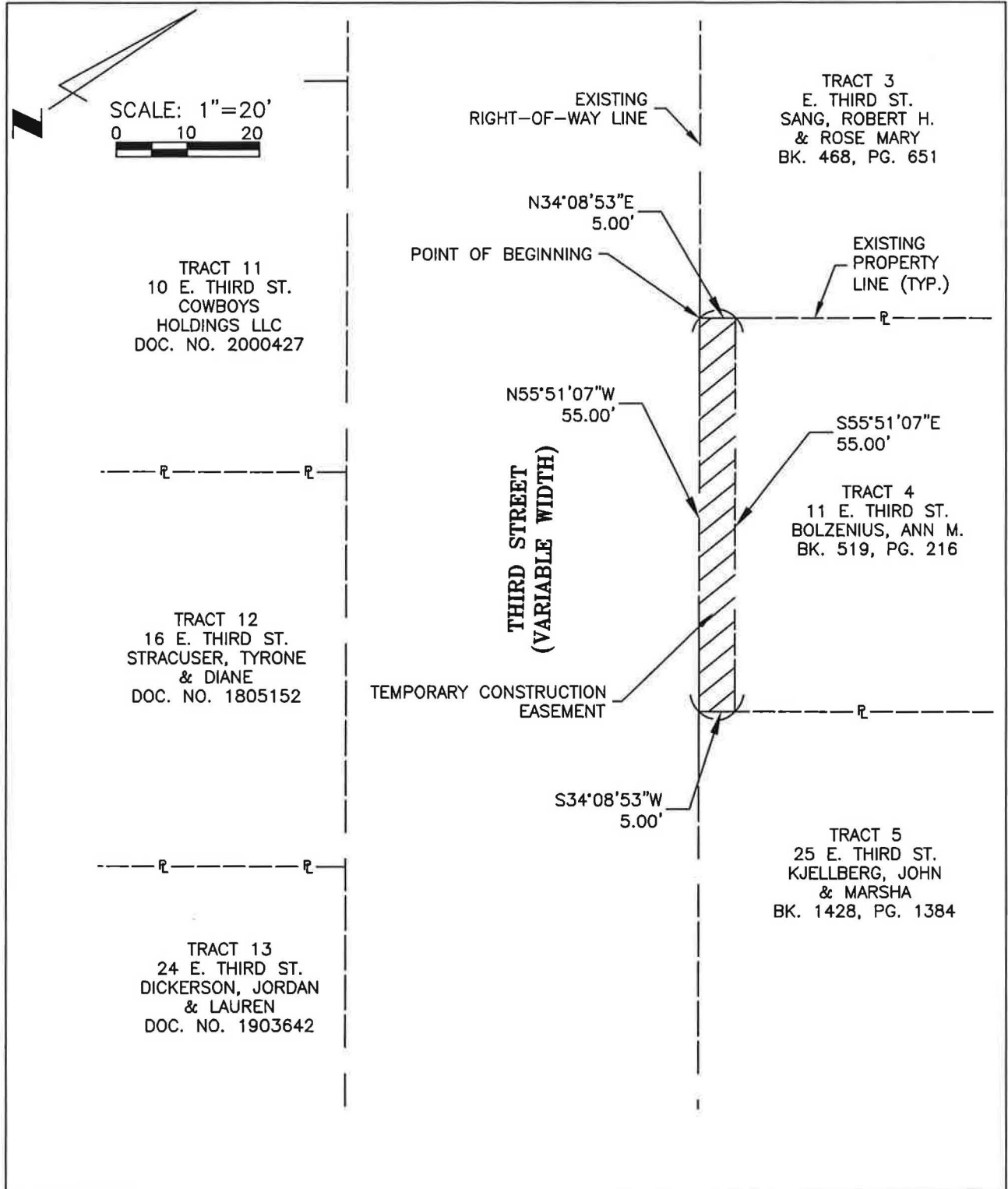
EXHIBIT A

May 2022
City of Washington
Third Street Overlay and Improvements Project – Sidewalk

Description: 11 E. Third Street, Washington, Missouri 63090
Tract 04
Temporary Construction Easement

A part of a tract of land as recorded in Book 519, Page 216 of the Franklin County Records, being situated in Section 22, Township 44 North, Range 1 West of the Fifth Principal Meridian, and being more particularly described as follows:

Commencing at a found iron rod with cap at the southernmost corner of Lot 3, Block 2 of the Original Town of Washington, as recorded in Plat Book 'A', Page 26 of the Franklin County Records; thence N44°08'05"W 776.77 feet to the centerline of Third Street (variable width); thence leaving said centerline N34°08'53"E 23.75 feet to a point in the existing north right-of-way of Third Street, said point being the point of beginning of the tract of land herein described; thence leaving said existing north right-of-way along the west property line of a tract of land as described in Book 519, Page 216 of the Franklin County Records N34°08'53"E 5.00 feet; thence leaving said west property line S55°51'07"E 55.00 feet to the east property line of said tract; thence S34°08'53"W 5.00 feet to the existing north right-of-way of Third Street (variable width); thence along said existing north right-of-way N55°51'07"W 55.00 feet to the point of beginning containing 275 square feet, the location of which is shown graphically on the attached Exhibit "B". Subject to any and all easements, restrictions, conditions, etc. of record.



A TRACT OF LAND BEING PART OF
SECTION 22, TOWNSHIP 44 NORTH, RANGE 1 WEST
BOOK 519, PAGE 216
FRANKLIN COUNTY, MISSOURI

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN EASEMENT DEED BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
ROBERT LEWIS

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Easement Deed by and between the City of Washington, Missouri and Robert Lewis, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 2022, by and between Robert Lewis, a single person, whose address is 105 E. Third St, Washington, Missouri 63090, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantors**, 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 Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of a Sidewalk on Third Street, in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantors** adjoining the temporary construction easement and the right of traveling over said 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 temporary construction easement.

The easement granted herein shall commence on the date of recording of this Agreement and shall be used by the **Grantee** solely for the purpose of completing the Project. The easement

granted herein shall automatically terminate and be of no further force or effect upon the earlier of: (i) December 31, 2024, or (ii) completion of the Project.

Upon completion of the Project, or at the end of the term of the easement, whichever is sooner, **Grantee** shall clean up and remove from the Easement Parcel, and surrounding area, all construction debris and materials relating to the Project, and shall restore any portions of the Easement Parcel, and surrounding area, affected by **Grantee's** entry or use to their original condition, including, but not limited to, repairing any damage done to curbing and/or paved areas, and grading, seeding, and covering with straw any grass area disturbed by **Grantee's** entry or use.

The **Grantors** agree 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 **Grantors** covenants to and with the **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, the **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 the lawful 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** has executed these presents the day and year first above written.

GRANTOR

By: _____
Robert Lewis

GRANTEE

James D. Hagedorn, Mayor

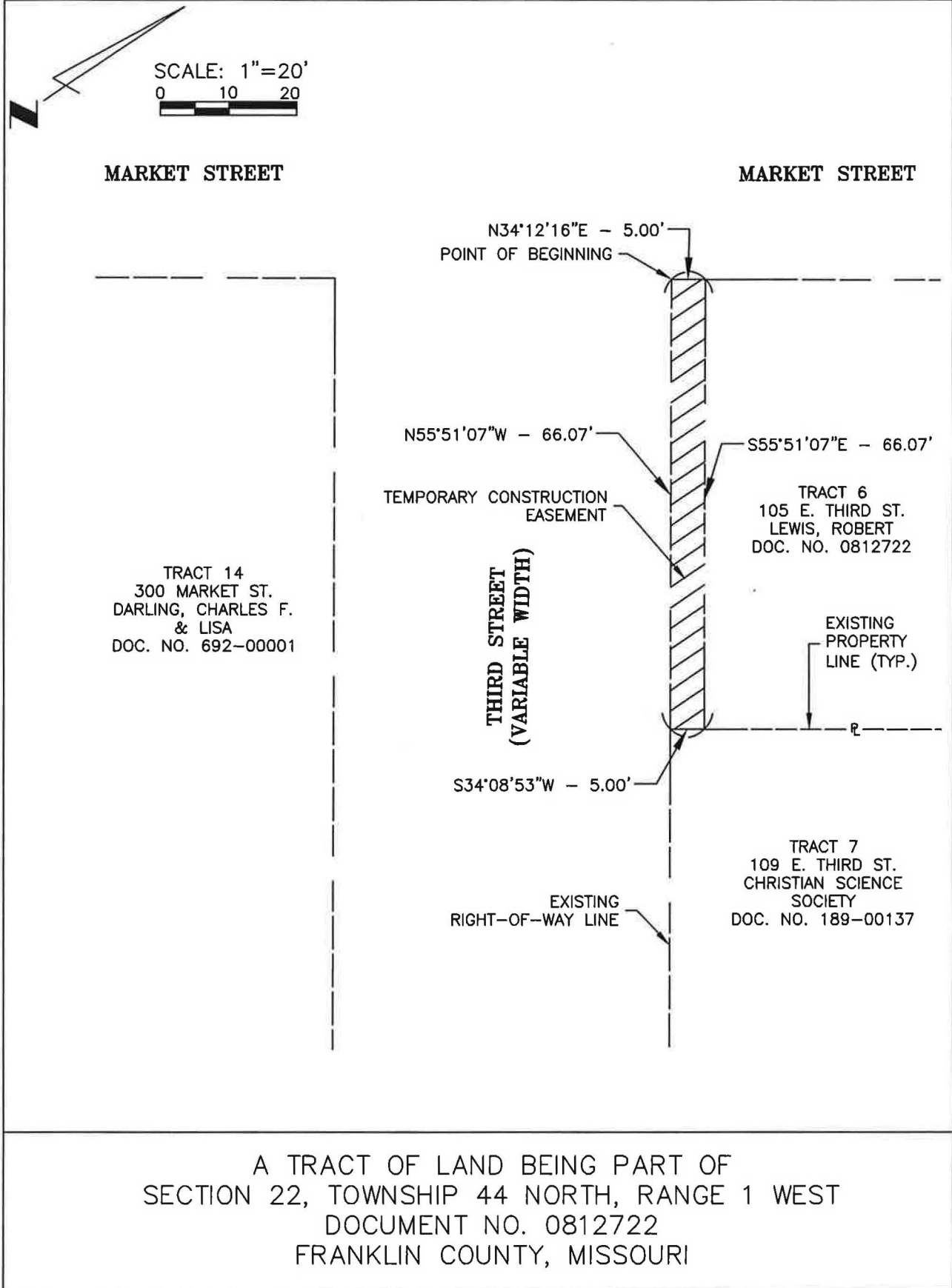
EXHIBIT A

May 2022
City of Washington
Third Street Overlay and Improvements Project – Sidewalk

Description: 105 E. Third St, Washington, Missouri 63090,
Tract 6
Temporary Construction Easement

A part of a tract of land as recorded in Document No. 0812722 of the Franklin County Records, being situated in Section 22, Township 44 North, Range 1 West of the Fifth Principal Meridian, and being more particularly described as follows:

Commencing at a found iron rod with cap at the southernmost corner of Lot 3, Block 2 of the Original Town of Washington, as recorded in Plat Book 'A', Page 26 of the Franklin County Records; thence N40°36'49"W 600.19 feet to the centerline of Third Street (variable width); thence leaving said centerline N34°08'53"E 23.75 feet to a point in the existing north right-of-way of Third Street, said point being the point of beginning of the tract of land herein described; thence leaving said existing north right-of-way along the existing east right-of-way of Market Street N34°12'16"E 5.00 feet; thence leaving said east right-of-way S55°51'07"E 66.07 feet to the existing east property line of a tract of land as described in Document Number 0812722 of the Franklin County Records; thence along said existing east property line S34°08'53"W 5.00 feet to the existing north right-of-way of Third Street; thence with said north right-of-way N55°51'07"W 66.07 feet to the point of beginning containing 330 square feet, the location of which is shown graphically on the attached Exhibit "B". Subject to any and all easements, restrictions, conditions, etc. of record.



BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN EASEMENT DEED BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
CHRISTIAN SCIENCE SOCIETY

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Easement Deed by and between the City of Washington, Missouri and Christian Science Society, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 2022, by and between Christian Science Society, whose address is 109 E. Third Street, Washington, Missouri 63090, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantors**, 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 Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of a Sidewalk on Third Street, in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantors** adjoining the temporary construction easement and the right of traveling over said 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 temporary construction easement.

The easement granted herein shall commence on the date of recording of this Agreement and shall be used by the **Grantee** solely for the purpose of completing the Project. The easement

granted herein shall automatically terminate and be of no further force or effect upon the earlier of: (i) December 31, 2024, or (ii) completion of the Project.

Upon completion of the Project, or at the end of the term of the easement, whichever is sooner, **Grantee** shall clean up and remove from the Easement Parcel, and surrounding area, all construction debris and materials relating to the Project, and shall restore any portions of the Easement Parcel, and surrounding area, affected by **Grantee's** entry or use to their original condition, including, but not limited to, repairing any damage done to curbing and/or paved areas, and grading, seeding, and covering with straw any grass area disturbed by **Grantee's** entry or use.

The **Grantors** 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 **Grantors** covenants to and with the **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, the **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 the lawful 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** has executed these presents the day and year first above written.

GRANTOR

Christian Science Society

By:


Nancy Tucher

GRANTEE

James D. Hagedorn, Mayor

SEAL:

Attest:

Sherri Klekamp, City Clerk

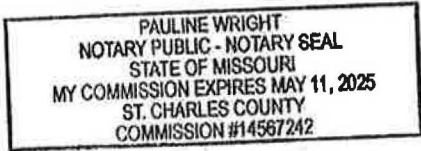
STATE OF MISSOURI)
) SS:
COUNTY OF St. Charles)

On this 8 day of July, 2022, before me personally appeared Nancy Tucher, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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: _____

Pauline Wright
Notary Public



STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 2022, before me personally appeared James D. Hagedorn, who being by me duly sworn did say that he is the Mayor of the City of Washington, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its City Council, and said James D. Hagedorn acknowledged said instrument to be the free act and deed of said City.

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

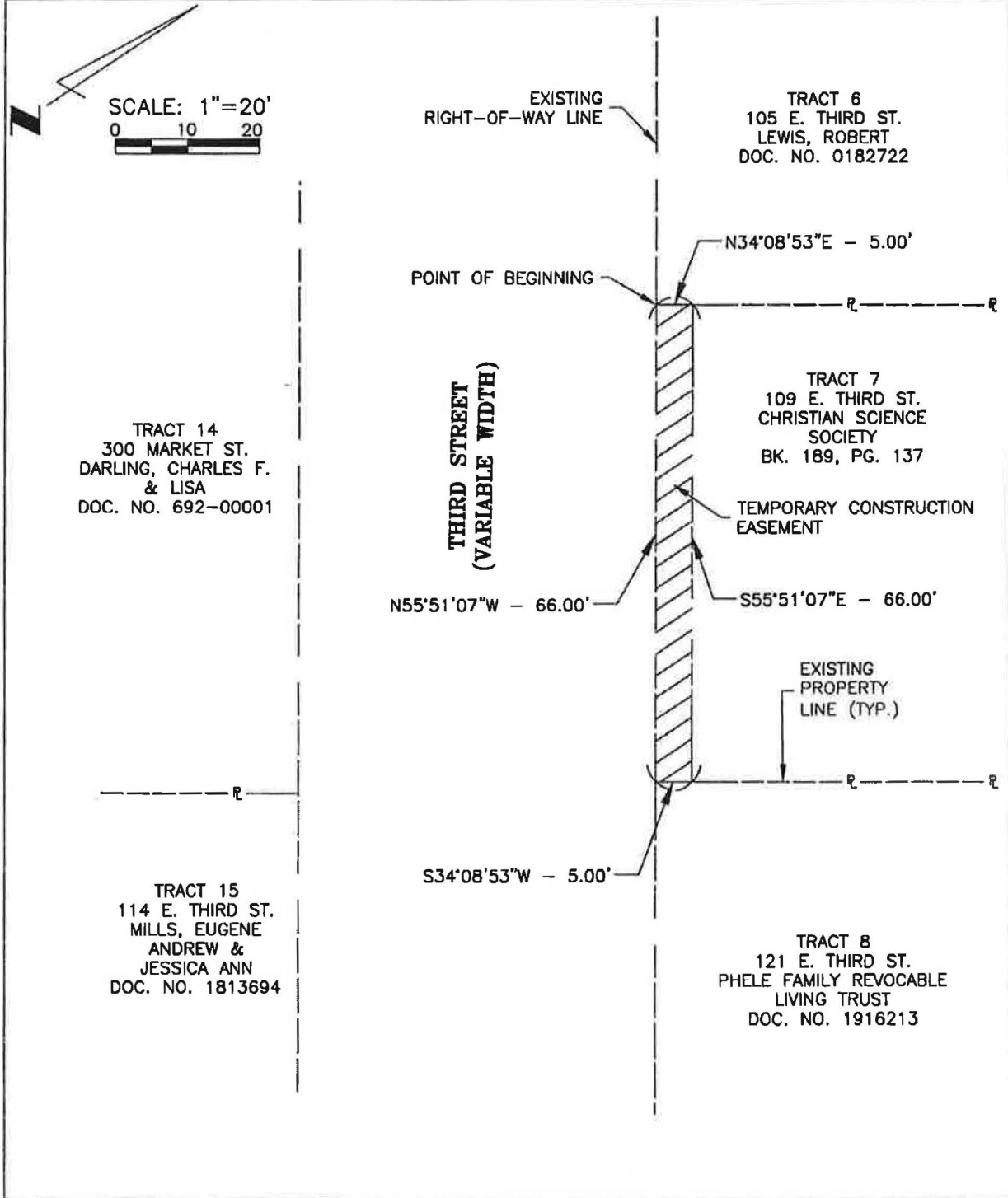
EXHIBIT A

May 2022
City of Washington
Third Street Overlay and Improvements Project - sidewalk

Description: 109 E. Third Street, Washington, Missouri 63090
Tract 7
Temporary Construction Easement

A part of a tract of land as recorded in Book 189, Page 137 of the Franklin County Records, being situated in Section 22, Township 44 North, Range 1 West of the Fifth Principal Meridian, and being more particularly described as follows:

Commencing at a found iron rod with cap at the southernmost corner of Lot 3, Block 2 of the Original Town of Washington, as recorded in Plat Book 'A', Page 26 of the Franklin County Records; thence N38°45'34"W 536.72 feet to the centerline of Third Street (variable width); thence leaving said centerline N34°08'53"E 23.75 feet to a point in the existing north right-of-way of Third Street, said point being the point of beginning of the tract of land herein described; thence leaving said north right-of-way along the existing west property line of a tract of land as described in Book 189, Page 137 of the Franklin County Records N34°08'53"E 5.00 feet; thence leaving said existing west property line S55°51'07"E 66.00 feet to the existing east property line of said tract; thence along said existing east property line S34°08'53"W 5.00 feet to the existing north right-of-way of Third Street; thence with said existing north right-of-way N55°51'07"W 66.00 feet to the point of beginning containing 330 square feet, the location of which is shown graphically on the attached Exhibit "B". Subject to any and all easements, restrictions, conditions, etc. of record.



A TRACT OF LAND BEING PART OF
SECTION 22, TOWNSHIP 44 NORTH, RANGE 1 WEST
BOOK 189, PAGE 137
FRANKLIN COUNTY, MISSOURI

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN EASEMENT DEED BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
PEHLE FAMILY REVOCABLE LIVING TRUST

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Easement Deed by and between the City of Washington, Missouri and Pehle Family Revocable Living Trust, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I

EASEMENT DEED

THIS DEED made and entered into this _____ day of _____, 2022, by and between Pehle Family Revocable Living Trust, whose address is 1950 Highway A Apt. B, Washington, Missouri 63090, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantors**, 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 Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of a Sidewalk on Third Street, in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantors** adjoining the temporary construction easement and the right of traveling over said 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 temporary construction easement.

The easement granted herein shall commence on the date of recording of this Agreement and shall be used by the **Grantee** solely for the purpose of completing the Project. The easement

granted herein shall automatically terminate and be of no further force or effect upon the earlier of: (i) December 31, 2024, or (ii) completion of the Project.

Upon completion of the Project, or at the end of the term of the easement, whichever is sooner, **Grantee** shall clean up and remove from the Easement Parcel, and surrounding area, all construction debris and materials relating to the Project, and shall restore any portions of the Easement Parcel, and surrounding area, affected by **Grantee's** entry or use to their original condition, including, but not limited to, repairing any damage done to curbing and/or paved areas, and grading, seeding, and covering with straw any grass area disturbed by **Grantee's** entry or use.

The **Grantors** 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 **Grantors** covenants to and with the **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, the **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 the lawful 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** has executed these presents the day and year first above written.

GRANTOR

Pehle Family Revocable Living Trust U/A
November 26, 2012

By: _____
Randy D. Pehle, Trustee

By: _____
June A. Vogt, Trustee

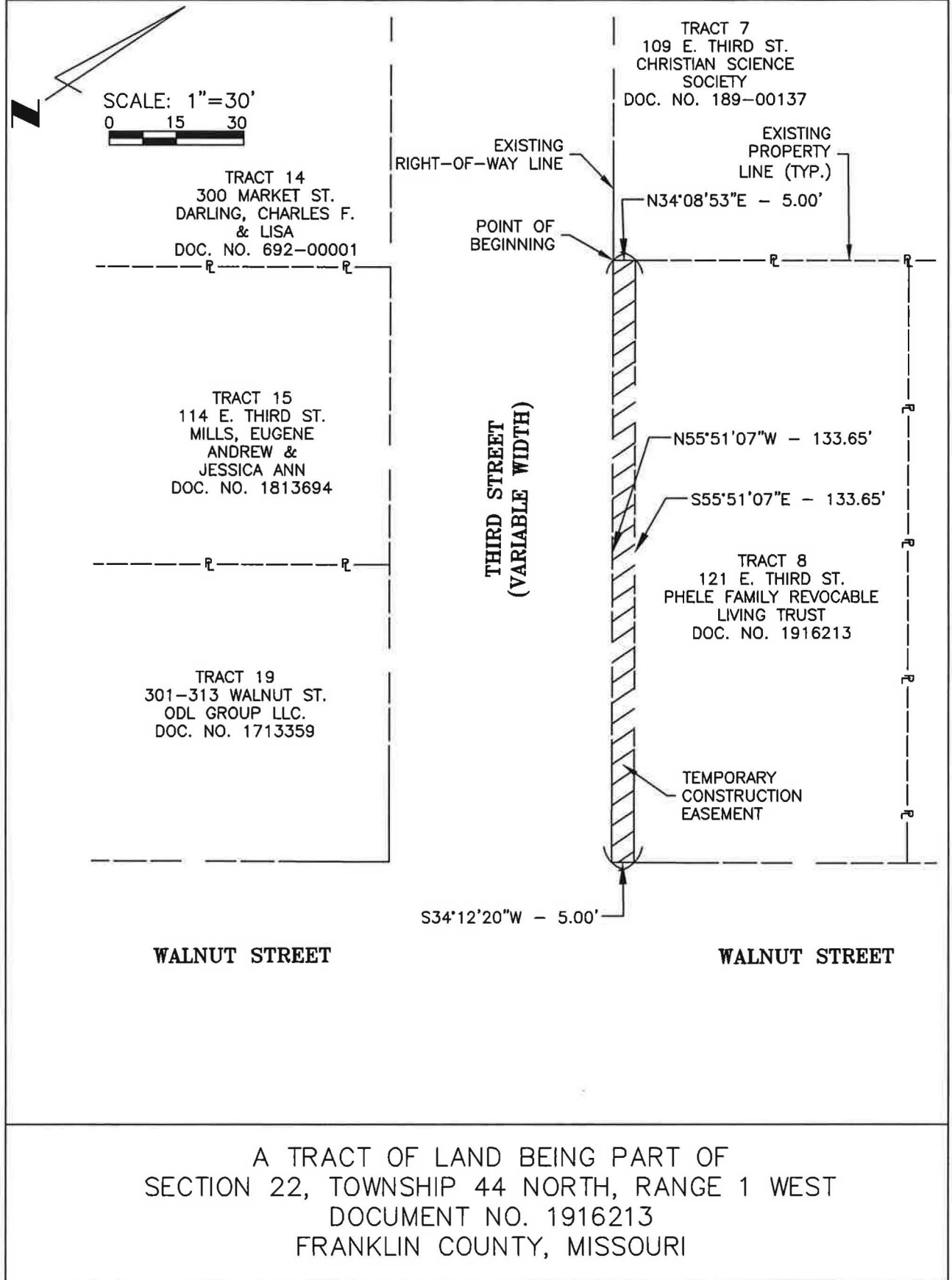
EXHIBIT A

May 2022
City of Washington
Third Street Overlay and Improvements Project - Sidewalk

Description: 121 E. Third Street, Washington, Missouri 63090
Tract 8
Temporary Construction Easement

A part of a tract of land as recorded in Document No. 1916213 of the Franklin County Records, being situated in Section 22, Township 44 North, Range 1 West of the Fifth Principal Meridian, and being more particularly described as follows:

Commencing at a found iron rod with cap at the southernmost corner of Lot 3, Block 2 of the Original Town of Washington, as recorded in Plat Book 'A', Page 26 of the Franklin County Records; thence N36°24'51"W 474.03 feet to the centerline of Third Street (variable width); thence leaving said centerline N34°08'53"E 23.75 feet to a point in the existing north right-of-way of Third Street, said point being the point of beginning of the tract of land herein described; thence leaving said existing north right-of-way N34°08'53"E 5.00 feet along the existing west property line of a tract of land as described in Document Number 1916213 of the Franklin County Records; thence leaving said existing west property line S55°51'07"E 133.65 feet to the west right-of-way of Walnut Street; thence with said west right-of-way S34°12'20"W 5.00 feet to the existing north right-of-way of Third Street; thence with said existing north right-of-way N55°51'07"W 133.65 feet to the point of beginning containing 668 square feet, the location of which is shown graphically on the attached Exhibit "B". Subject to any and all easements, restrictions, conditions, etc. of record.



BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN EASEMENT DEED BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
COWBOY'S HOLDINGS LLC

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Easement Deed by and between the City of Washington, Missouri and Cowboy's Holdings LLC, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

75

EXHIBIT I

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 2022, by and between Cowboy's Holdings LLC, whose address is 101 Skyview Lane, Labadie, MO 63055, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantors**, 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 Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of a Sidewalk on Third Street, in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantors** adjoining the temporary construction easement and the right of traveling over said 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 temporary construction easement.

The easement granted herein shall commence on the date of recording of this Agreement and shall be used by the **Grantee** solely for the purpose of completing the Project. The easement

Tj

granted herein shall automatically terminate and be of no further force or effect upon the earlier of: (i) December 31, 2024, or (ii) completion of the Project.

Upon completion of the Project, or at the end of the term of the easement, whichever is sooner, **Grantee** shall clean up and remove from the Easement Parcel, and surrounding area, all construction debris and materials relating to the Project, and shall restore any portions of the Easement Parcel, and surrounding area, affected by **Grantee's** entry or use to their original condition, including, but not limited to, repairing any damage done to curbing and/or paved areas, and grading, seeding, and covering with straw any grass area disturbed by **Grantee's** entry or use.

The **Grantors** agree 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 **Grantors** covenants to and with the **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, the **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 the lawful claims and demands of all persons whomsoever.

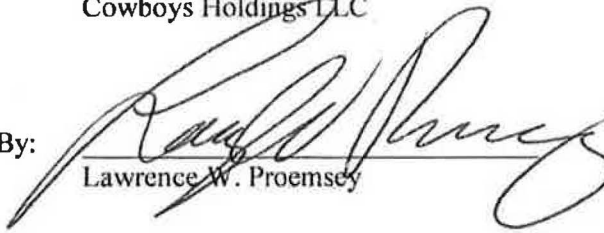
To Have and to Hold the said **Easement**, together with all rights and appurtenances to the same belonging, unto the said **Grantee** and to its heirs and assigns forever.

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

GRANTOR

Cowboys Holdings LLC

By:


Lawrence W. Proemsey

GRANTEE

James D. Hagedorn, Mayor

SEAL:

Attest:

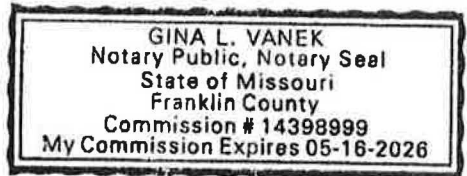
Sherri Klekamp, City Clerk

STATE OF MISSOURI)
) SS:
COUNTY OF Franklin)

On this 17th day of June, 2022, before me personally appeared Lawrence W. Proemsey, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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: May 16, 2026 Gina L Vanek
Notary Public



STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 2022, before me personally appeared James D. Hagedorn, who being by me duly sworn did say that he is the Mayor of the City of Washington, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its City Council, and said James D. Hagedorn acknowledged said instrument to be the free act and deed of said City.

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

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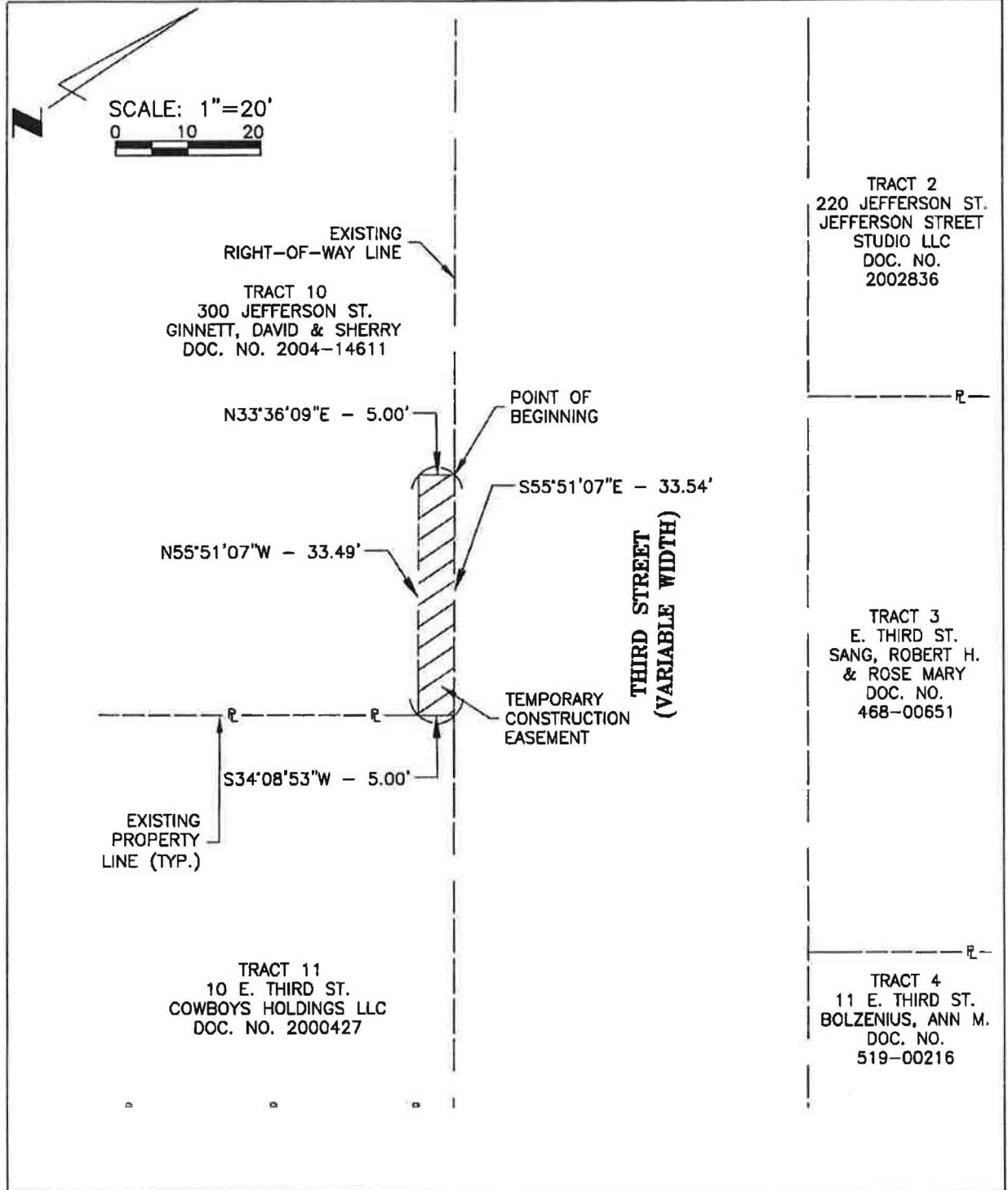
EXHIBIT A

May 2022
City of Washington
Third Street Overlay and Improvements Project – Sidewalk

Description: 300 Jefferson Street, Washington, Missouri 63090
Tract 10
Temporary Construction Easement

A part of a tract of land as recorded in Document No. 2004-14611 of the Franklin County Records, being situated in Section 22, Township 44 North, Range 1 West of the Fifth Principal Meridian, and being more particularly described as follows:

Commencing at a found iron rod with cap at the southernmost corner of Lot 3, Block 2 of the Original Town of Washington, as recorded in Plat Book 'A', Page 26 of the Franklin County Records; thence N45°03'17"W 842.08 feet to the centerline of Third Street (variable width); thence leaving said centerline S34°08'53"W 25.75 feet to a point in the existing south right-of-way of Third Street, said point being the point of beginning of the tract of land herein described; thence with said existing south right-of-way S55°51'07"E 33.54 feet; thence leaving said existing south right-of-way S34°08'53"W 5.00 feet along the existing east property line of a tract of land as described in Document Number 2004-14611 of the Franklin County Records; thence leaving said existing east property line N55°51'07"W 33.49 feet; thence N33°36'09"E 5.00 feet to the point of beginning containing 168 square feet, the location of which is shown graphically on the attached Exhibit "B". Subject to any and all easements, restrictions, conditions, etc. of record.



A TRACT OF LAND BEING PART OF
SECTION 22, TOWNSHIP 44 NORTH, RANGE 1 WEST
DOCUMENT NO. 2004-14611
FRANKLIN COUNTY, MISSOURI

75

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN EASEMENT DEED BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
COWBOY'S HOLDINGS LLC

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Easement Deed by and between the City of Washington, Missouri and Cowboy's Holdings LLC, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 2022, by and between Cowboy's Holdings LLC, whose address is 101 Skyview Lane, Labadie, MO 63055, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantors**, 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 Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of a Sidewalk on Third Street, in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantors** adjoining the temporary construction easement and the right of traveling over said 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 temporary construction easement.

The easement granted herein shall commence on the date of recording of this Agreement and shall be used by the **Grantee** solely for the purpose of completing the Project. The easement

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granted herein shall automatically terminate and be of no further force or effect upon the earlier of: (i) December 31, 2024, or (ii) completion of the Project.

Upon completion of the Project, or at the end of the term of the easement, whichever is sooner, **Grantee** shall clean up and remove from the Easement Parcel, and surrounding area, all construction debris and materials relating to the Project, and shall restore any portions of the Easement Parcel, and surrounding area, affected by **Grantee's** entry or use to their original condition, including, but not limited to, repairing any damage done to curbing and/or paved areas, and grading, seeding, and covering with straw any grass area disturbed by **Grantee's** entry or use.

The **Grantors** agree 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 **Grantors** covenants to and with the **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, the **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 the lawful claims and demands of all persons whomsoever.

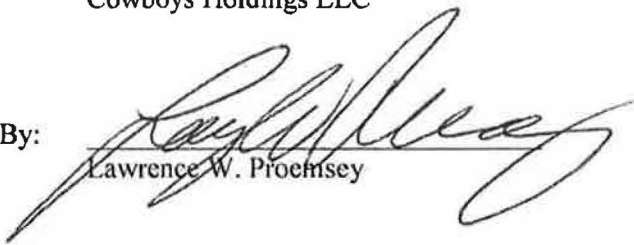
To Have and to Hold the said **Easement**, together with all rights and appurtenances to the same belonging, unto the said **Grantee** and to its heirs and assigns forever.

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

GRANTOR

Cowboys Holdings LLC

By:


Lawrence W. Proemsey

GRANTEE

James D. Hagedorn, Mayor

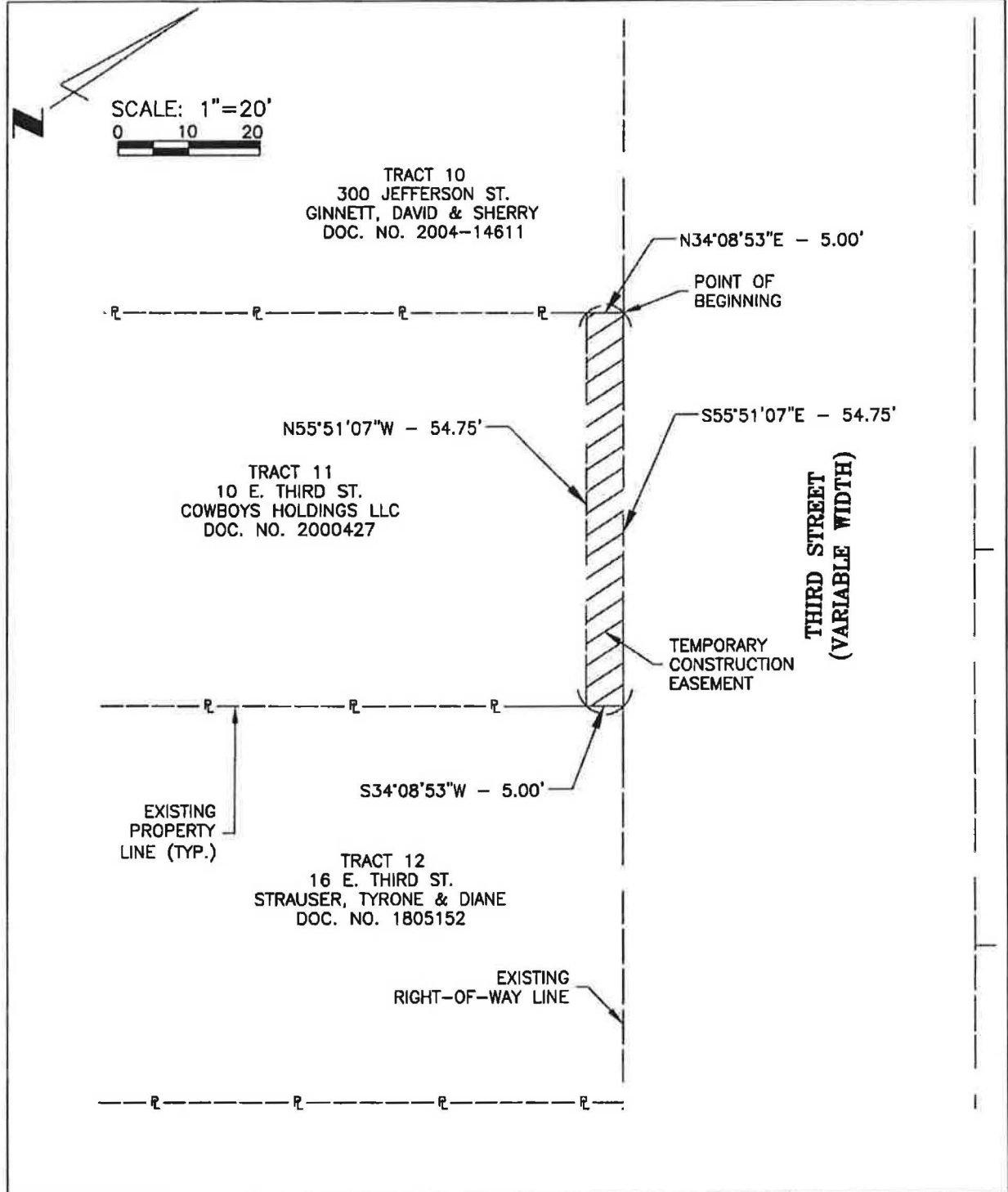
EXHIBIT A

May 2022
City of Washington
Third Street Overlay and Improvements Project – Sidewalk

Description: 10 E. Third Street, Washington, Missouri 63090
Tract 11
Temporary Construction Easement

A part of a tract of land as recorded in Document No. 2000427 of the Franklin County Records, being situated in Section 22, Township 44 North, Range 1 West of the Fifth Principal Meridian, and being more particularly described as follows:

Commencing at a found iron rod with cap at the southernmost corner of Lot 3, Block 2 of the Original Town of Washington, as recorded in Plat Book 'A', Page 26 of the Franklin County Records; thence $N44^{\circ}36'36''W$ 809.16 feet to the centerline of Third Street (variable width); thence leaving said centerline $S34^{\circ}08'53''W$ 25.75 feet to a point in the existing south right-of-way of Third Street, said point being the point of beginning of the tract of land herein described; thence with said existing south right-of-way $S55^{\circ}51'07''E$ 54.75 feet; thence leaving said existing south right-of-way $S34^{\circ}08'53''W$ 5.00 feet along the existing east property line of a tract of land as described in Document Number 2000427 of the Franklin County Records; thence leaving said existing east property line $N55^{\circ}51'07''W$ 54.75 feet the existing west property line of said tract; thence along said existing west property line $N34^{\circ}08'53''E$ 5.00 feet to the point of beginning containing 274 square feet, the location of which is shown graphically on the attached Exhibit "B". Subject to any and all easements, restrictions, conditions, etc. of record.



A TRACT OF LAND BEING PART OF
SECTION 22, TOWNSHIP 44 NORTH, RANGE 1 WEST
DOCUMENT NO. 2000427
FRANKLIN COUNTY, MISSOURI

TK

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN EASEMENT DEED BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
TYRONE AND DIANE STRAUSER

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Easement Deed by and between the City of Washington, Missouri and Tyrone and Diane Strauser, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I

EASEMENT DEED

THIS DEED made and entered into this _____ day of _____, 2022, by and between Tyrone and Diane Strauser, whose address is 16 E. Third St, Washington, Missouri 63090, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantors**, 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 Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of a Sidewalk on Third Street, in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantors** adjoining the temporary construction easement and the right of traveling over said 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 temporary construction easement.

The easement granted herein shall commence on the date of recording of this Agreement and shall be used by the **Grantee** solely for the purpose of completing the Project. The easement

granted herein shall automatically terminate and be of no further force or effect upon the earlier of: (i) December 31, 2024, or (ii) completion of the Project.

Upon completion of the Project, or at the end of the term of the easement, whichever is sooner, **Grantee** shall clean up and remove from the Easement Parcel, and surrounding area, all construction debris and materials relating to the Project, and shall restore any portions of the Easement Parcel, and surrounding area, affected by **Grantee's** entry or use to their original condition, including, but not limited to, repairing any damage done to curbing and/or paved areas, and grading, seeding, and covering with straw any grass area disturbed by **Grantee's** entry or use.

The **Grantors** 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 **Grantors** covenants to and with the **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, the **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 the lawful 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** has executed these presents the day and year first above written.

GRANTOR

By: _____
Tyrone Strauser

By: _____
Diane Strauser

GRANTEE

James D. Hagedorn, Mayor

EXHIBIT A

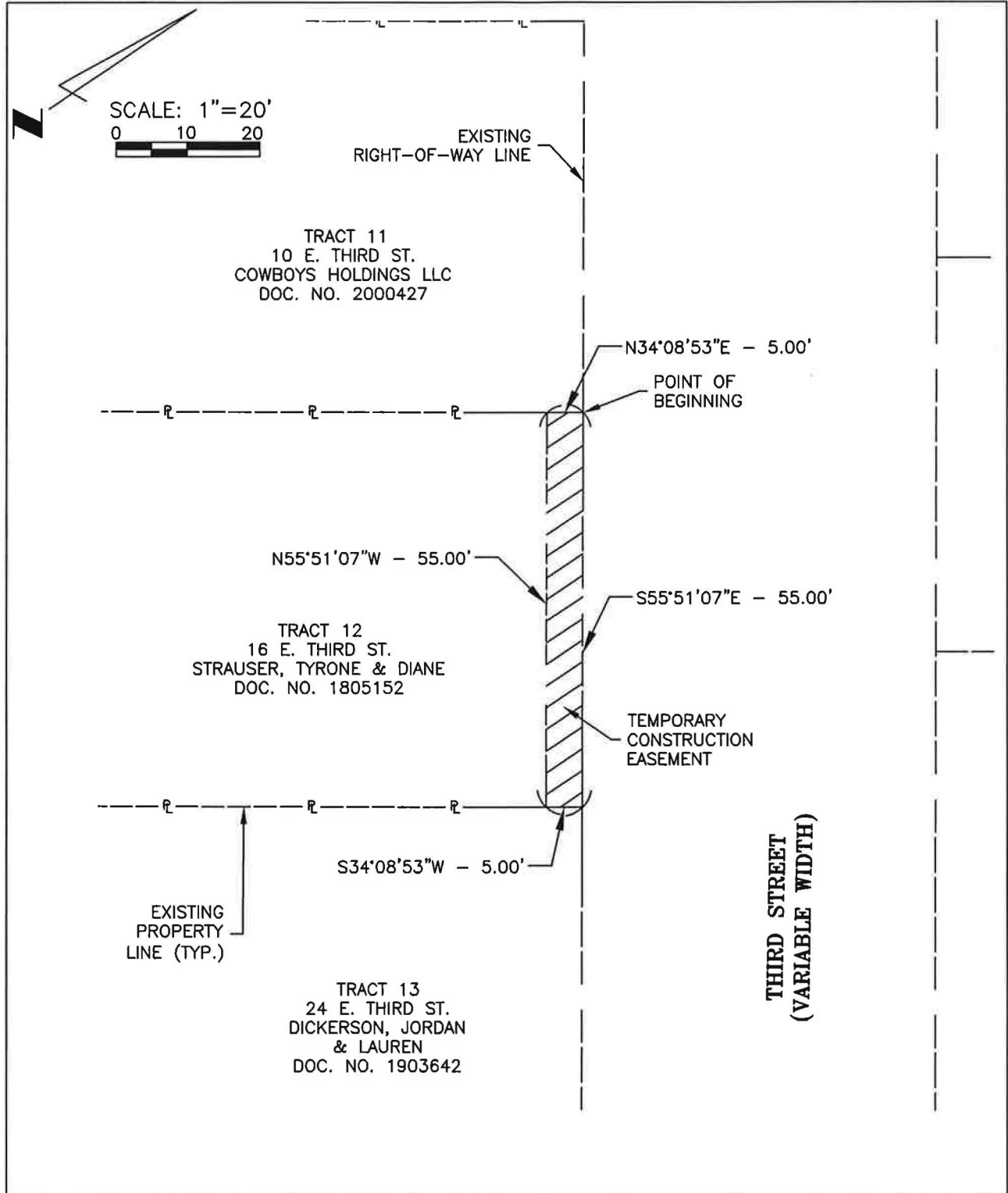
May 2022
City of Washington
Third Street Overlay and Improvements Project - Sidewalk

Description: 16 E. Third St, Washington, Missouri 63090
Tract 12
Temporary Construction Easement

A part of a tract of land as recorded in Document No. 1805152 of the Franklin County Records, being situated in Section 22, Township 44 North, Range 1 West of the Fifth Principal Meridian, and being more particularly described as follows:

Commencing at a found iron rod with cap at the southernmost corner of Lot 3, Block 2 of the Original Town of Washington, as recorded in Plat Book 'A', Page 26 of the Franklin County Records; thence

N43°51'28"W 755.50 feet to the centerline of Third Street (variable width); thence leaving said centerline S34°08'53"W 25.75 feet to a point in the existing south right-of-way of Third Street, said point being the point of beginning of the tract of land herein described; thence with said existing south right-of-way S55°51'07"W 55.00 feet; thence leaving said existing south right-of-way S34°08'53"W 5.00 feet along the existing east property line of a tract of land as described in Document Number 1805152 of the Franklin County Records; thence leaving said existing east property line N55°51'07"W 55.00 feet the existing west property line of said tract; thence along said existing west property line N34°08'53"E 5.00 feet to the point of beginning containing 275 square feet, the location of which is shown graphically on the attached Exhibit "B". Subject to any and all easements, restrictions, conditions, etc. of record.



A TRACT OF LAND BEING PART OF
SECTION 22, TOWNSHIP 44 NORTH, RANGE 1 WEST
DOCUMENT NO. 1805152
FRANKLIN COUNTY, MISSOURI

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN EASEMENT DEED BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
CHARLES F. AND LISA DARLING

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Easement Deed by and between the City of Washington, Missouri and Charles F. and Lisa Darling, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I

EASEMENT DEED

THIS DEED made and entered into this _____ day of _____, 2022, by and between Charles F. and Lisa Darling, whose address is 300 Market St, Washington, Missouri 63090, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantors**, 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 Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of a Sidewalk on Third Street, in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantors** adjoining the temporary construction easement and the right of traveling over said 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 temporary construction easement.

The easement granted herein shall commence on the date of recording of this Agreement and shall be used by the **Grantee** solely for the purpose of completing the Project. The easement

7m

granted herein shall automatically terminate and be of no further force or effect upon the earlier of: (i) December 31, 2024, or (ii) completion of the Project.

Upon completion of the Project, or at the end of the term of the easement, whichever is sooner, **Grantee** shall clean up and remove from the Easement Parcel, and surrounding area, all construction debris and materials relating to the Project, and shall restore any portions of the Easement Parcel, and surrounding area, affected by **Grantee's** entry or use to their original condition, including, but not limited to, repairing any damage done to curbing and/or paved areas, and grading, seeding, and covering with straw any grass area disturbed by **Grantee's** entry or use.

The **Grantors** 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 **Grantors** covenants to and with the **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, the **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 the lawful 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** has executed these presents the day and year first above written.

GRANTOR

By: _____
Charles F. Darling

By: _____
Lisa Darling

GRANTEE

James D. Hagedorn, Mayor

7m

EXHIBIT A

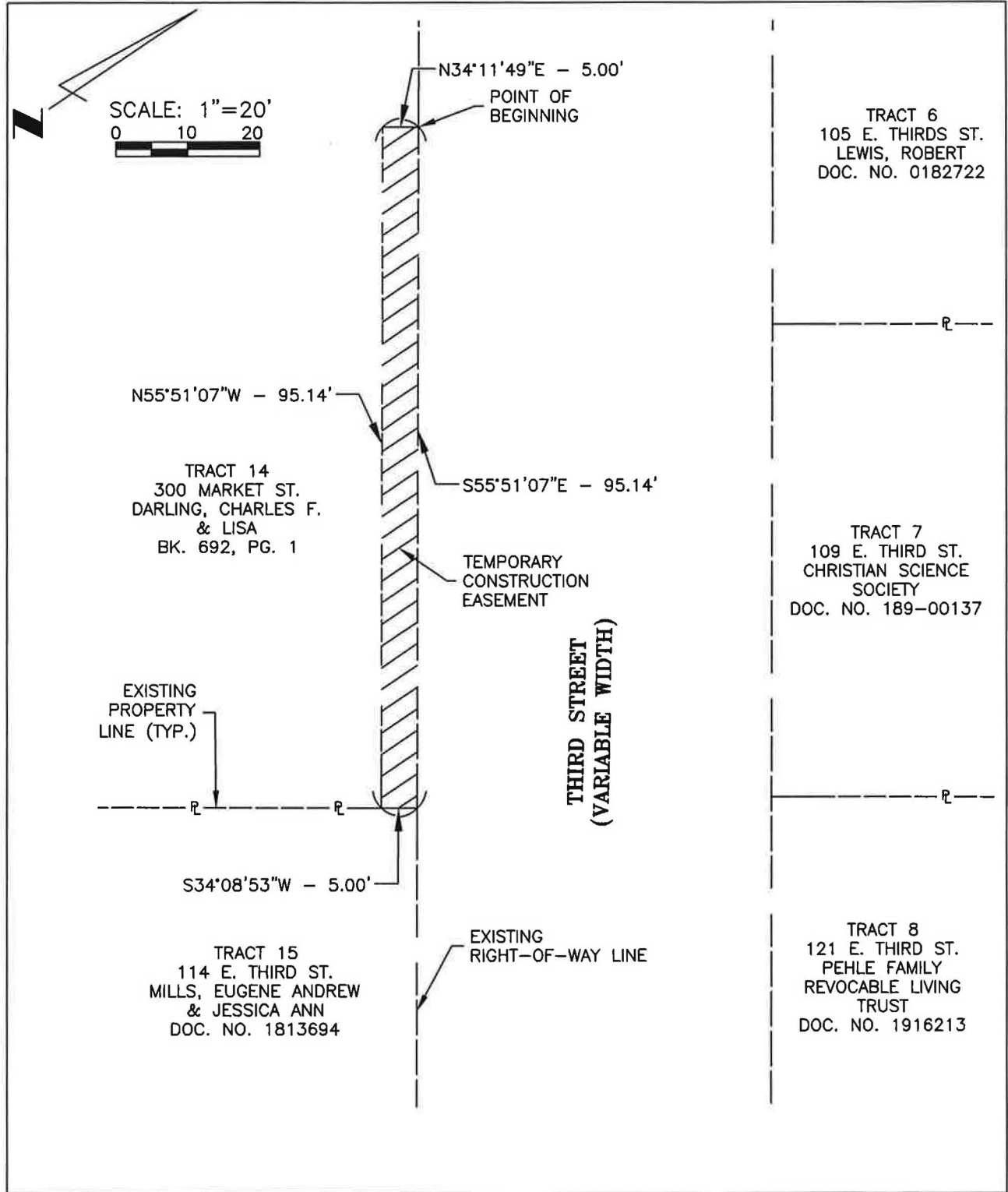
May 2022
City of Washington
Third Street Overlay and Improvements Project - Sidewalk

Description: 300 Market St, Washington, Missouri 63090
Tract 14
Temporary Construction Easement

A part of a tract of land as recorded in Book 692, Page 1 of the Franklin County Records, being situated in Section 22, Township 44 North, Range 1 West of the Fifth Principal Meridian, and being more particularly described as follows:

Commencing at a found iron rod with cap at the southernmost corner of Lot 3, Block 2 of the Original Town of Washington, as recorded in Plat Book 'A', Page 26 of the Franklin County Records; thence N39°34'53"W 563.05 feet to the centerline of Third Street (variable width); thence leaving said centerline S34°08'53"W 25.75 feet to a point in the existing south right-of-way of Third Street, said

point being the point of beginning of the tract of land herein described; thence with said existing south right-of-way S55°51'07"E 95.14 feet; thence leaving said existing south right-of-way S34°08'53"W 5.00 feet along the existing east property line of a tract of land as described in Book 692, Page 1 of the Franklin County Records; thence leaving said existing east property N55°51'07"W 95.14 feet; thence N34°11'49"E 5.00 feet to the point of beginning containing 476 square feet, the location of which is shown graphically on the attached Exhibit "B". Subject to any and all easements, restrictions, conditions, etc. of record.



A TRACT OF LAND BEING PART OF
 SECTION 22, TOWNSHIP 44 NORTH, RANGE 1 WEST
 BOOK 692, PAGE 1
 FRANKLIN COUNTY, MISSOURI

7m

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN EASEMENT DEED BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
EUGENE ANDREW MILLS

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Easement Deed by and between the City of Washington, Missouri and Eugene Andrew Mills, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I

EASEMENT DEED

THIS DEED made and entered into this _____ day of _____, 2022, by and between Eugene Andrew Mills a single person, whose address is 114 E. Third St, Washington, Missouri 63090, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantors**, 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 Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of a Sidewalk on Third Street, in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantors** adjoining the temporary construction easement and the right of traveling over said 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 temporary construction easement.

The easement granted herein shall commence on the date of recording of this Agreement and shall be used by the **Grantee** solely for the purpose of completing the Project. The easement

granted herein shall automatically terminate and be of no further force or effect upon the earlier of: (i) December 31, 2024, or (ii) completion of the Project.

Upon completion of the Project, or at the end of the term of the easement, whichever is sooner, **Grantee** shall clean up and remove from the Easement Parcel, and surrounding area, all construction debris and materials relating to the Project, and shall restore any portions of the Easement Parcel, and surrounding area, affected by **Grantee's** entry or use to their original condition, including, but not limited to, repairing any damage done to curbing and/or paved areas, and grading, seeding, and covering with straw any grass area disturbed by **Grantee's** entry or use.

The **Grantors** 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 **Grantors** covenants to and with the **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, the **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 the lawful 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** has executed these presents the day and year first above written.

GRANTOR

By:

Eugene Andrew Mills

GRANTEE

James D. Hagedorn, Mayor

7n

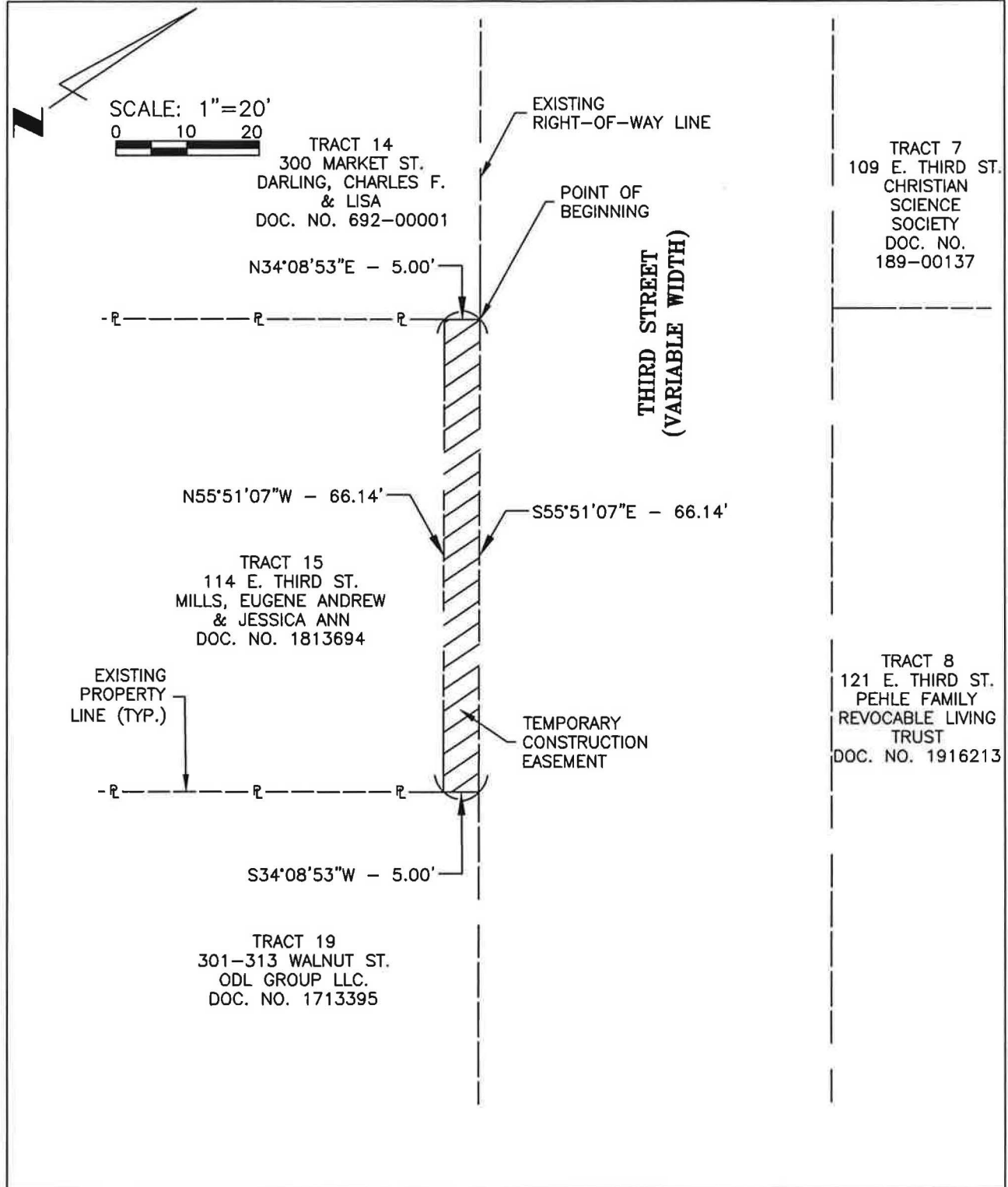
EXHIBIT A

May 2022
City of Washington
Third Street Overlay and Improvements Project - Sidewalk

Description: 114 E. Third St, Washington, Missouri 63090
Tract 15
Temporary Construction Easement

A part of a tract of land as recorded in Document No. 1813694 of the Franklin County Records, being situated in Section 22, Township 44 North, Range 1 West of the Fifth Principal Meridian, and being more particularly described as follows:

Commencing at a found iron rod with cap at the southernmost corner of Lot 3, Block 2 of the Original Town of Washington, as recorded in Plat Book 'A', Page 26 of the Franklin County Records; thence N36°20'50"W 472.47 feet to the centerline of Third Street (variable width); thence leaving said centerline S34°08'53"W 25.75 feet to a point in the existing south right-of-way of Third Street, said point being the point of beginning of the tract of land herein described; thence with said existing south right-of-way S55°51'07"E 66.14 feet; thence leaving said existing south right-of-way S34°08'53"W 5.00 feet along the existing east property line of a tract of land as described in Document Number 1813694 of the Franklin County Records; thence leaving said existing east property line N55°51'07"W 66.14 feet to the existing west property line of said tract; thence with said existing west property line N34°08'53"E 5.00 feet to the point of beginning containing 331 square feet, the location of which is shown graphically on the attached Exhibit "B". Subject to any and all easements, restrictions, conditions, etc. of record.



A TRACT OF LAND BEING PART OF
 SECTION 22, TOWNSHIP 44 NORTH, RANGE 1 WEST
 DOCUMENT NO. 1813694
 FRANKLIN COUNTY, MISSOURI

7n

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN EASEMENT DEED BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
SONYA M. JONES

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Easement Deed by and between the City of Washington, Missouri and Sonya M. Jones, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 2022, by and between Sonya M. Jones, a single person, whose address is 212 Walnut Street, Washington, Missouri 63090, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantors**, 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 Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of a Sidewalk on Third Street, in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantors** adjoining the temporary construction easement and the right of traveling over said 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 temporary construction easement.

The easement granted herein shall commence on the date of recording of this Agreement and shall be used by the **Grantee** solely for the purpose of completing the Project. The easement

granted herein shall automatically terminate and be of no further force or effect upon the earlier of: (i) December 31, 2024, or (ii) completion of the Project.

Upon completion of the Project, or at the end of the term of the easement, whichever is sooner, **Grantee** shall clean up and remove from the Easement Parcel, and surrounding area, all construction debris and materials relating to the Project, and shall restore any portions of the Easement Parcel, and surrounding area, affected by **Grantee's** entry or use to their original condition, including, but not limited to, repairing any damage done to curbing and/or paved areas, and grading, seeding, and covering with straw any grass area disturbed by **Grantee's** entry or use.

The **Grantors** agree 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 **Grantors** covenants to and with the **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, the **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 the lawful 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** has executed these presents the day and year first above written.

GRANTOR

By:

Sonya M. Jones

GRANTEE

James D. Hagedorn, Mayor

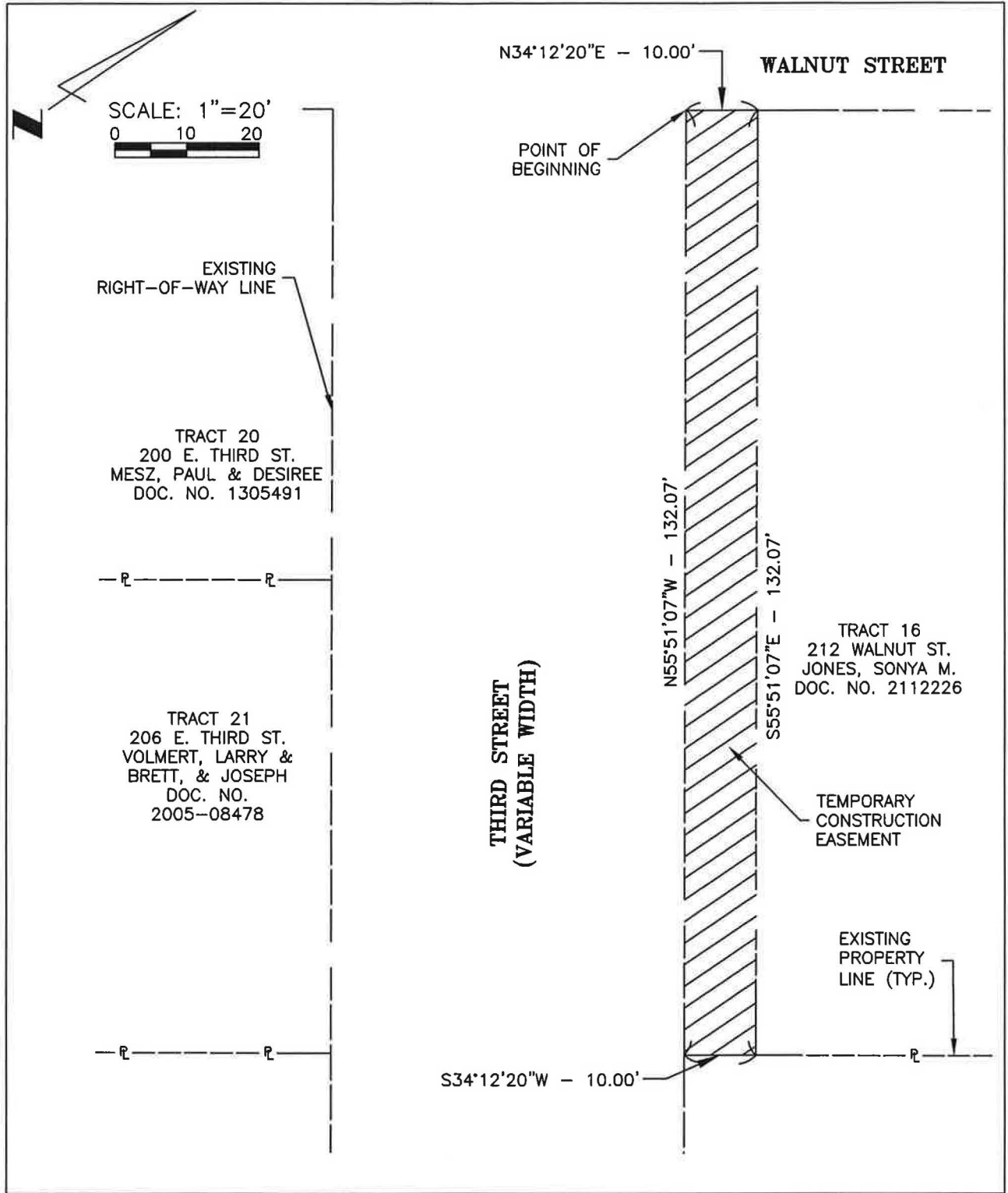
EXHIBIT A

May 2022
City of Washington
Third Street Overlay and Improvements Project – Sidewalk

Description: 212 Walnut Street, Washington, Missouri 63090
Tract 16
Temporary Construction Easement

A part of a tract of land as recorded in Document No. 2112226 of the Franklin County Records, being situated in Section 22, Township 44 North, Range 1 West of the Fifth Principal Meridian, and being more particularly described as follows:

Commencing at a found iron rod with cap at the southernmost corner of Lot 3, Block 2 of the Original Town of Washington, as recorded in Plat Book 'A', Page 26 of the Franklin County Records; thence N24°58'44"W 307.42 feet to the centerline of Third Street (variable width); thence leaving said centerline N34°08'53"E 23.75 feet to a point in the existing north right-of-way of Third Street, said point being the point of beginning of the tract of land herein described; thence leaving said existing north right-of-way with the existing east right-of-way of Walnut Street N34°12'20"E 10.00 feet; thence leaving said existing east right-of-way S55°51'07"E 132.07 feet to the existing east property line of a tract of land as described in Document Number 2112226 of the Franklin County Records; thence along said existing east property line S34°12'20"W 10.00 feet to the existing north right-of-way of Third Street; thence with said existing north right-of-way N55°51'07"W 132.07 to the point of beginning containing 1,321 square feet, the location of which is shown graphically on the attached Exhibit "B". Subject to any and all easements, restrictions, conditions, etc. of record.



A TRACT OF LAND BEING PART OF
SECTION 22, TOWNSHIP 44 NORTH, RANGE 1 WEST
DOCUMENT NO. 2112226
FRANKLIN COUNTY, MISSOURI

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN EASEMENT DEED BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
GENA M. MAYER

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Easement Deed by and between the City of Washington, Missouri and Gena M. Mayer, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I

EASEMENT DEED

THIS DEED made and entered into this _____ day of _____, 2022, by and between Gena M. Mayer, a single person, whose address is 2317 E. Fifth Street, Washington, Missouri 63090, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantors**, 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 Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of a Sidewalk on Third Street, in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantors** adjoining the temporary construction easement and the right of traveling over said 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 temporary construction easement.

The easement granted herein shall commence on the date of recording of this Agreement and shall be used by the **Grantee** solely for the purpose of completing the Project. The easement

granted herein shall automatically terminate and be of no further force or effect upon the earlier of: (i) December 31, 2024, or (ii) completion of the Project.

Upon completion of the Project, or at the end of the term of the easement, whichever is sooner, **Grantee** shall clean up and remove from the Easement Parcel, and surrounding area, all construction debris and materials relating to the Project, and shall restore any portions of the Easement Parcel, and surrounding area, affected by **Grantee's** entry or use to their original condition, including, but not limited to, repairing any damage done to curbing and/or paved areas, and grading, seeding, and covering with straw any grass area disturbed by **Grantee's** entry or use.

The **Grantors** agree 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 **Grantors** covenants to and with the **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, the **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 the lawful 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** has executed these presents the day and year first above written.

GRANTOR

By:

Gena M. Mayer

GRANTEE

James D. Hagedorn, Mayor

EXHIBIT A

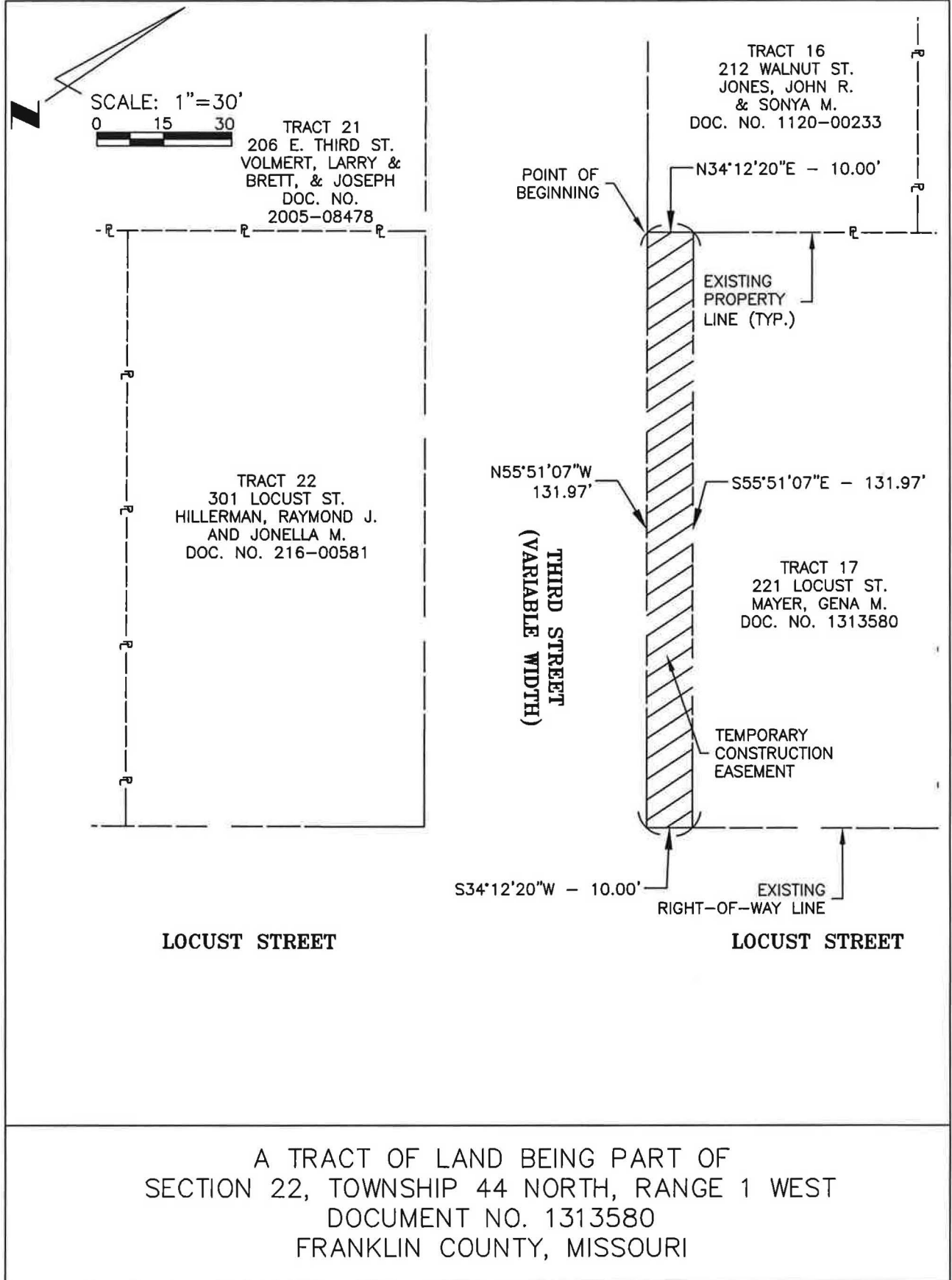
May 2022
City of Washington
Third Street Overlay and Improvements Project – Sidewalk

Description: 221 Locust Street, Washington, Missouri 63090
Tract 17
Temporary Construction Easement

A part of a tract of land as recorded in Document No. 1313580 of the Franklin County Records, being situated in Section 22, Township 44 North, Range 1 West of the Fifth Principal Meridian, and being more particularly described as follows:

Commencing at a found iron rod w/cap at the southernmost corner of Lot 3, Block 2 of the Original Town of Washington, as recorded in Plat Book 'A', Page 26 of the Franklin County Records; thence N05°43'43"W 205.56 feet to the centerline of Third Street (variable width); thence leaving said

centerline N34°08'53"E 23.75 feet to a point in the existing north right-of-way of Third Street, said point being the point of beginning of the tract of land herein described; thence leaving said existing north right-of-way N34°12'20"E 10.00 feet along the existing west property line of a tract of land as described in Document Number 1313580 of the Franklin County Records; thence leaving said existing west property line S55°51'07" 131.97 feet to the existing west right-of-way of Locust Street; thence with said existing west right-of-way S34°12'20"W 10.00 feet to the existing north right-of-way of Third Street; thence with said existing north right-of-way N55°51'07"W 131.97 feet to the point of beginning containing 1,320 square feet, the location of which is shown graphically on the attached Exhibit "B". Subject to any and all easements, restrictions, conditions, etc. of record.



BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN EASEMENT DEED BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
THE WASHINGTON SCHOOL DISTRICT

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Easement Deed by and between the City of Washington, Missouri and the Washington School District, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 2022, by and between Washington School District, whose address is 220 Locust Street, Washington, Missouri 63090, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantors**, 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 Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of a Sidewalk on Third Street, in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantors** adjoining the temporary construction easement and the right of traveling over said 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 temporary construction easement.

The easement granted herein shall commence on the date of recording of this Agreement and shall be used by the **Grantee** solely for the purpose of completing the Project. The easement

granted herein shall automatically terminate and be of no further force or effect upon the earlier of: (i) December 31, 2024, or (ii) completion of the Project.

Upon completion of the Project, or at the end of the term of the easement, whichever is sooner, **Grantee** shall clean up and remove from the Easement Parcel, and surrounding area, all construction debris and materials relating to the Project, and shall restore any portions of the Easement Parcel, and surrounding area, affected by **Grantee's** entry or use to their original condition, including, but not limited to, repairing any damage done to curbing and/or paved areas, and grading, seeding, and covering with straw any grass area disturbed by **Grantee's** entry or use.

The **Grantors** 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 **Grantors** covenants to and with the **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, the **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 the lawful 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** has executed these presents the day and year first above written.

GRANTOR

Washington School District

By:

Dan Leslie, President of the Board of Education

GRANTEE

James D. Hagedorn, Mayor

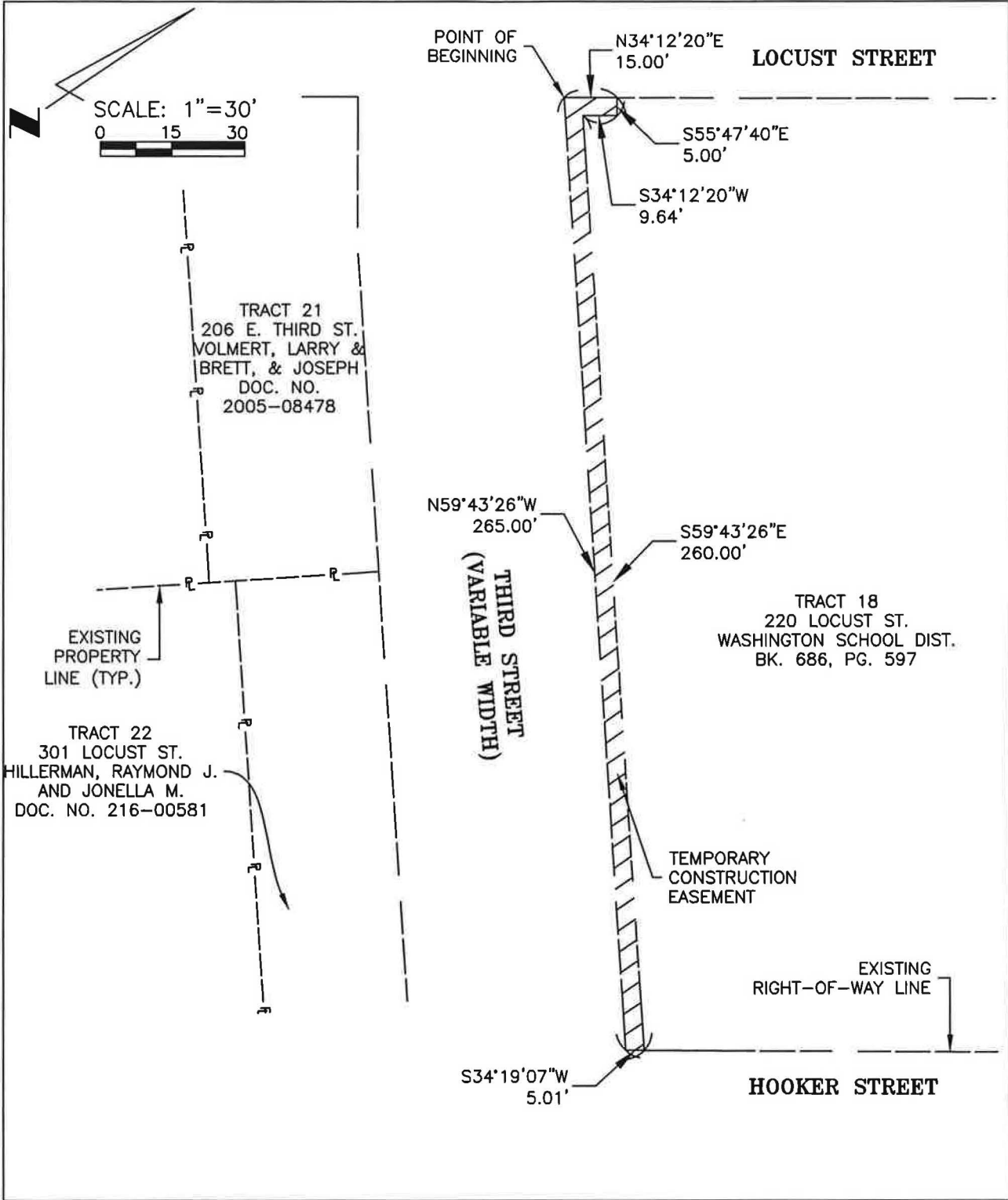
EXHIBIT A

May 2022
City of Washington
Third Street Overlay and Improvements Project - sidewalk

Description: 220 Locust Street, Washington, Missouri 63090
Tract 18
Temporary Construction Easement

A part of a tract of land as recorded in Book 686, Page 597 of the Franklin County Records, being situated in Section 22, Township 44 North, Range 1 West of the Fifth Principal Meridian, and being more particularly described as follows:

Commencing at a found iron rod with cap at the southernmost corner of Lot 3, Block 2 of the Original Town of Washington, as recorded in Plat Book 'A', Page 26 of the Franklin County Records; thence N51°27'53"W 166.94 feet to the centerline of Third Street (variable width); thence leaving said centerline N34°08'53"E 29.95 feet to a point in the existing north right-of-way of Third Street, said point being the point of beginning of the tract of land herein described; thence leaving said existing north right-of-way N34°12'20"E 15.00 feet along the existing east right-of-way of Locust Street; thence leaving said existing east right-of-way S55°47'40"E 5.00 feet; thence S34°12'20"W 9.64 feet; thence S59°43'26"E 260.00 feet to the existing west right-of-way of Hooker Street; thence with said existing west right-of-way S34°19'07" 5.01 feet to the existing north right-of-way of Third Street; thence with said existing north right-of-way N59°43'26"W 265.00 feet to the point of beginning containing 1,374 square feet, the location of which is shown graphically on the attached Exhibit "B". Subject to any and all easements, restrictions, conditions, etc. of record.



A TRACT OF LAND BEING PART OF
 SECTION 22, TOWNSHIP 44 NORTH, RANGE 1 WEST
 BOOK 686, PAGE 597
 FRANKLIN COUNTY, MISSOURI

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN EASEMENT DEED BY AND BETWEEN THE
CITY OF WASHINGTON, MISSOURI AND JOSEPH M.
KANDLBINDER

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Easement Deed by and between the City of Washington, Missouri and Joseph M. Kandlbinder, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I

EASEMENT DEED

THIS DEED made and entered into this _____ day of _____, 2022, by and between Joseph M. Kandlbinder, single persons, whose address is 200 E. Third St, Washington, Missouri 63090, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantors**, 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 Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of a Sidewalk on Third Street, in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantors** adjoining the temporary construction easement and the right of traveling over said 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 temporary construction easement.

The easement granted herein shall commence on the date of recording of this Agreement and shall be used by the **Grantee** solely for the purpose of completing the Project. The easement

granted herein shall automatically terminate and be of no further force or effect upon the earlier of: (i) December 31, 2024, or (ii) completion of the Project.

Upon completion of the Project, or at the end of the term of the easement, whichever is sooner, **Grantee** shall clean up and remove from the Easement Parcel, and surrounding area, all construction debris and materials relating to the Project, and shall restore any portions of the Easement Parcel, and surrounding area, affected by **Grantee's** entry or use to their original condition, including, but not limited to, repairing any damage done to curbing and/or paved areas, and grading, seeding, and covering with straw any grass area disturbed by **Grantee's** entry or use.

The **Grantors** 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 **Grantors** covenants to and with the **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, the **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 the lawful 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** has executed these presents the day and year first above written.

GRANTOR

By:

Joseph M. Kandlbinder

GRANTEE

James D. Hagedorn, Mayor

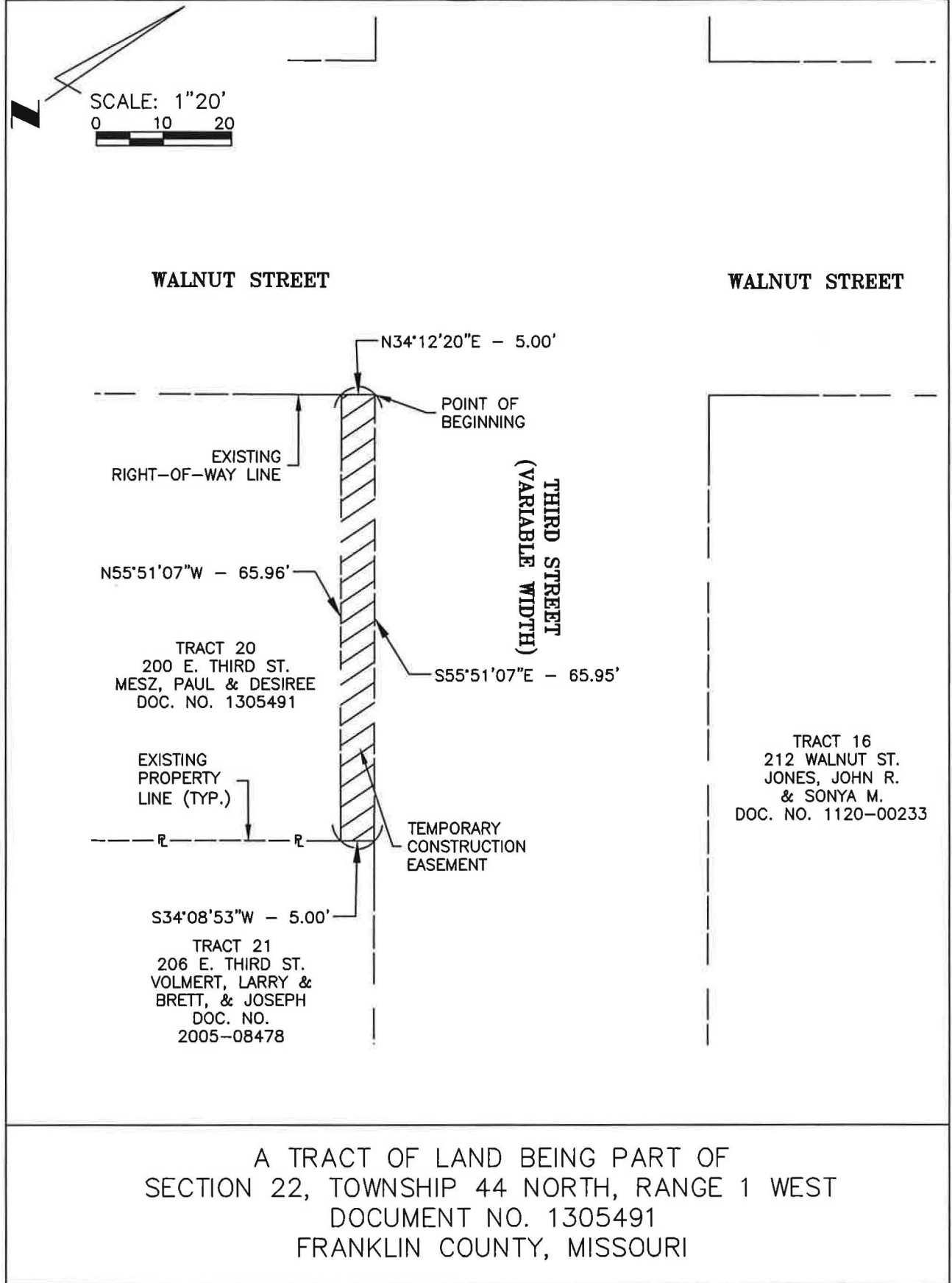
EXHIBIT A

May 2022
City of Washington
Third Street Overlay and Improvements Project - Sidewalk

Description: 200 E. Third St, Washington, Missouri 63090
Tract 20
Temporary Construction Easement

A part of a tract of land as recorded in Document No. 1305491 of the Franklin County Records, being situated in Section 22, Township 44 North, Range 1 West of the Fifth Principal Meridian, and being more particularly described as follows:

Commencing at a found iron rod with cap at the southernmost corner of Lot 3, Block 2 of the Original Town of Washington, as recorded in Plat Book 'A', Page 26 of the Franklin County Records; thence N24°59'26"W 307.53 feet to the centerline of Third Street (variable width); thence leaving said centerline S34°08'53"W 25.67 feet to a point in the existing south right-of-way of Third Street, said point being the point of beginning of the tract of land herein described; thence with said existing south right-of-way S55°51'07"E 65.65 feet; thence leaving said existing south right-of-way S34°08'53"W 5.00 feet along the existing east property line of a tract of land as described in Document Number 1305491 of the Franklin County Records; thence leaving said existing east property line N55°51'07"W 65.96 feet to the existing east right-of-way of Walnut Street; thence with said existing east right-of-way N34°12'20"E 5.00 feet to the point of beginning containing 330 square feet., the location of which is shown graphically on the attached Exhibit "B". Subject to any and all easements, restrictions, conditions, etc. of record.



A TRACT OF LAND BEING PART OF
 SECTION 22, TOWNSHIP 44 NORTH, RANGE 1 WEST
 DOCUMENT NO. 1305491
 FRANKLIN COUNTY, MISSOURI

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN EASEMENT DEED BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
E & S RENTAL PROPERTIES, LLC

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Easement Deed by and between the City of Washington, Missouri and E & S Rental Properties, LLC, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 2022, by and between E & S Rental Properties, LLC, whose address is 383 Cedar Lake Estate Drive Gerald, MO 63037, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantors**, 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 Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of a Sidewalk on Third Street, in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantors** adjoining the temporary construction easement and the right of traveling over said 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 temporary construction easement.

The easement granted herein shall commence on the date of recording of this Agreement and shall be used by the **Grantee** solely for the purpose of completing the Project. The easement

granted herein shall automatically terminate and be of no further force or effect upon the earlier of: (i) December 31, 2024, or (ii) completion of the Project.

Upon completion of the Project, or at the end of the term of the easement, whichever is sooner, **Grantee** shall clean up and remove from the Easement Parcel, and surrounding area, all construction debris and materials relating to the Project, and shall restore any portions of the Easement Parcel, and surrounding area, affected by **Grantee's** entry or use to their original condition, including, but not limited to, repairing any damage done to curbing and/or paved areas, and grading, seeding, and covering with straw any grass area disturbed by **Grantee's** entry or use.

The **Grantors** 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 **Grantors** covenants to and with the **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, the **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 the lawful 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** has executed these presents the day and year first above written.

GRANTOR

E&S Rental Properties, LLC

By: _____
Brian Fleer

GRANTEE

James D. Hagedorn, Mayor

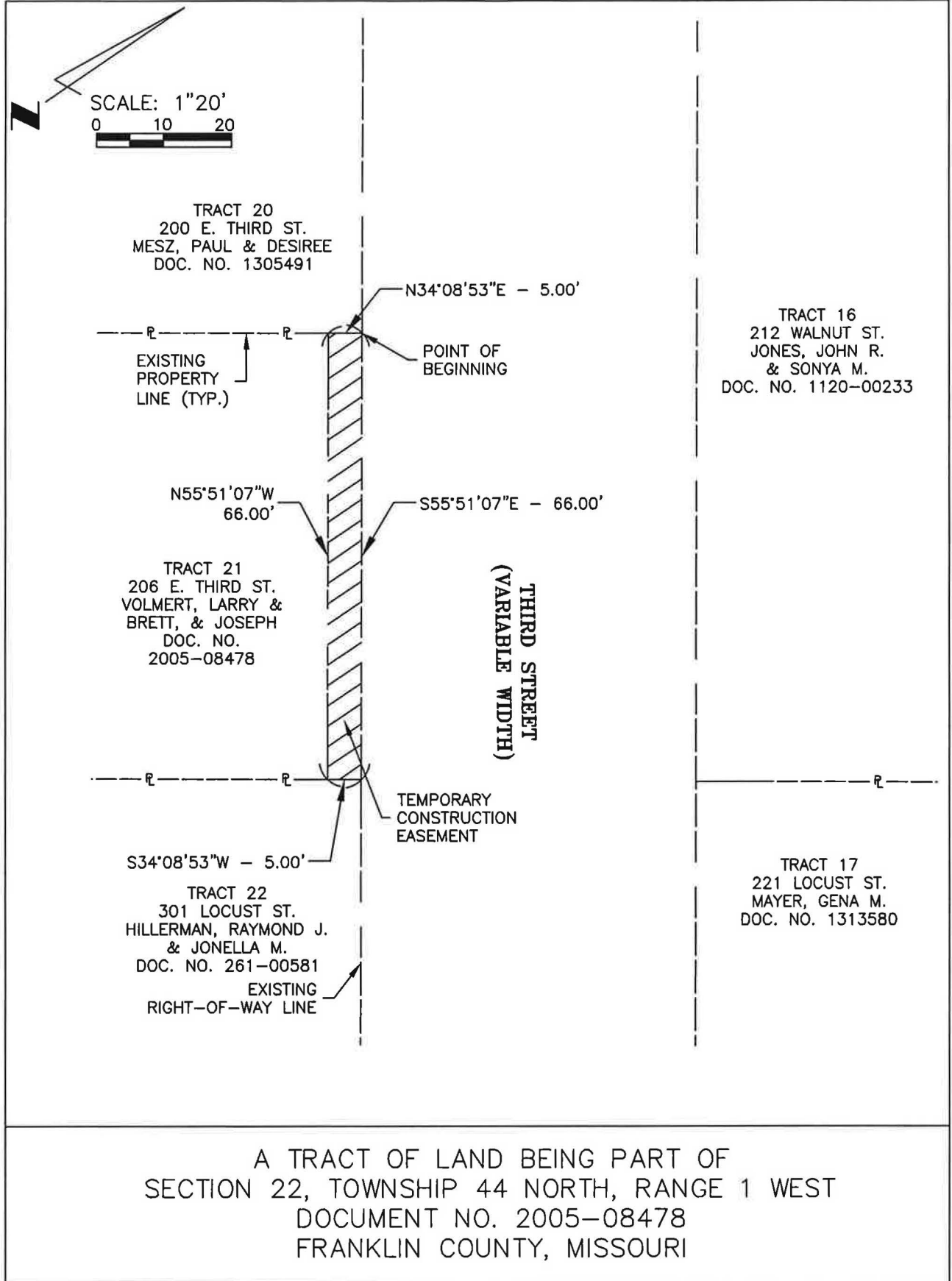
EXHIBIT A

May 2022
City of Washington
Third Street Overlay and Improvements Project - sidewalk

Description: 206 E. Third Street, Washington, Missouri 63090
Tract 21
Temporary Construction Easement

A part of a tract of land as recorded in Document No. 2005-08478 of the Franklin County Records, being situated in Section 22, Township 44 North, Range 1 West of the Fifth Principal Meridian, and being more particularly described as follows:

Commencing at a found iron rod with cap at the southernmost corner of Lot 3, Block 2 of the Original Town of Washington, as recorded in Plat Book 'A', Page 26 of the Franklin County Records; thence N17°18'57"W 253.08 feet to the centerline of Third Street (variable width); thence leaving said centerline S34°08'53"W 25.67 feet to a point in the existing south right-of-way of Third Street, said point being the point of beginning of the tract of land herein described; thence with said existing south right-of-way S55°51'07"E 66.00 feet; thence leaving said existing south right-of-way S34°08'53"W 5.00 feet along the existing east property line of a tract of land as in Document Number 2005-08478 of the Franklin County Records; thence leaving said existing east property line N55°51'07"W 66.00 feet to the existing west property line of said tract; thence along said existing west property line N34°08'53"E 5.00 feet to the point of beginning containing 330 square feet., the location of which is shown graphically on the attached Exhibit "B". Subject to any and all easements, restrictions, conditions, etc. of record.



BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN EASEMENT DEED BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
PHILLYS A. REED

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Easement Deed by and between the City of Washington, Missouri and Phillys A. Reed, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 2022, by and between Phyllis A. Reed, a single person, whose address is 411 East Third Street, Washington, Missouri 63090, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantors**, 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 Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of a Sidewalk on Third Street, in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantors** adjoining the temporary construction easement and the right of traveling over said 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 temporary construction easement.

The easement granted herein shall commence on the date of recording of this Agreement and shall be used by the **Grantee** solely for the purpose of completing the Project. The easement

granted herein shall automatically terminate and be of no further force or effect upon the earlier of: (i) December 31, 2024, or (ii) completion of the Project.

Upon completion of the Project, or at the end of the term of the easement, whichever is sooner, **Grantee** shall clean up and remove from the Easement Parcel, and surrounding area, all construction debris and materials relating to the Project, and shall restore any portions of the Easement Parcel, and surrounding area, affected by **Grantee's** entry or use to their original condition, including, but not limited to, repairing any damage done to curbing and/or paved areas, and grading, seeding, and covering with straw any grass area disturbed by **Grantee's** entry or use.

The **Grantors** agree 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 **Grantors** covenants to and with the **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, the **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 the lawful 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** has executed these presents the day and year first above written.

GRANTOR

By:

Phillys A. Reed

GRANTEE

James D. Hagedorn, Mayor

EXHIBIT A

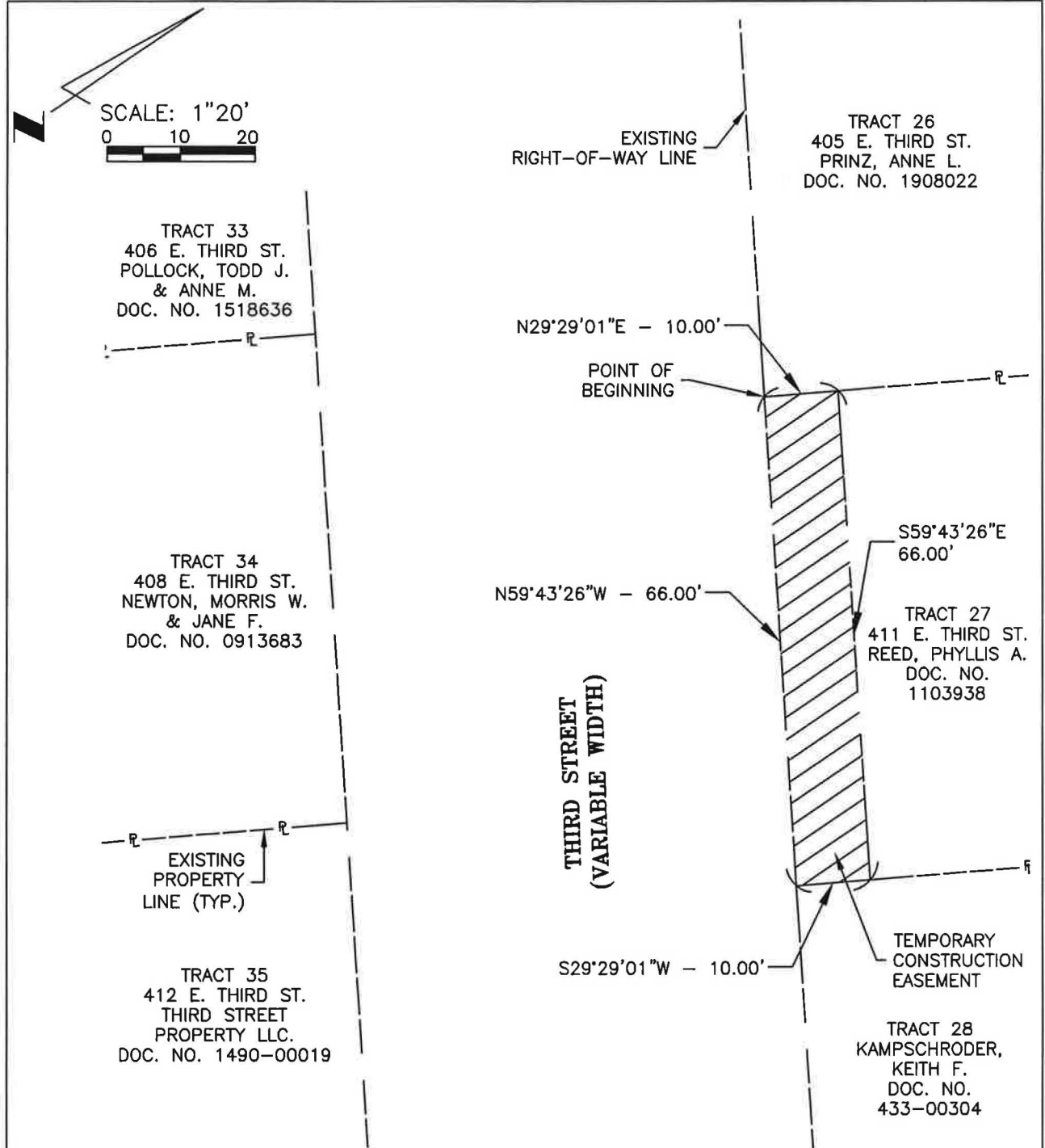
May 2022
City of Washington
Third Street Overlay and Improvements Project – Sidewalk

Description: 411 E. Third Street, Washington, Missouri 63090
Tract 27
Temporary Construction Easement

A part of a tract of land as recorded in Document No. 1103938 of the Franklin County Records, being situated in Section 22, Township 44 North, Range 1 West of the Fifth Principal Meridian, and being more particularly described as follows:

Commencing at a found iron rod with cap at the southernmost corner of Lot 3, Block 2 of the Original Town of Washington, as recorded in Plat Book 'A', Page 26 of the Franklin County Records; thence S76°27'53"E 538.24 feet to the centerline of Third Street (variable width); thence leaving said centerline N30°16'34"E 30.55 feet to the existing north right-of-way of Third Street, said point being

the point of beginning of the tract of land herein described; thence leaving said existing north right-of-way N29°29'01"E 10.00 feet along the existing west property line of a tract of land as described in Document Number 1103938 of the Franklin County Records; thence leaving said existing west property line S59°43'26"E 66.00 feet to the existing east property line of said tract; thence along said east property line S29°29'01"W 10.00 feet to the existing north right-of-way of Third Street; thence with said north right-of-way N59°43'26"W 66.00 feet to the point of beginning containing 660 square feet, the location of which is shown graphically on the attached Exhibit "B". Subject to any and all easements, restrictions, conditions, etc. of record.



A TRACT OF LAND BEING PART OF
SECTION 22, TOWNSHIP 44 NORTH, RANGE 1 WEST
DOCUMENT NO. 1103938
FRANKLIN COUNTY, MISSOURI

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN EASEMENT DEED BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
KEITH F. KAMPSCHRODER

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Easement Deed by and between the City of Washington, Missouri and Keith F. Kampschroder, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I

EASEMENT DEED

THIS DEED made and entered into this _____ day of _____, 2022, by and between Keith F. Kampschroder, a single person, whose address is 413 East Third Street, Washington, Missouri 63090, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantors**, 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 Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of a Sidewalk on Third Street, in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantors** adjoining the temporary construction easement and the right of traveling over said 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 temporary construction easement.

The easement granted herein shall commence on the date of recording of this Agreement and shall be used by the **Grantee** solely for the purpose of completing the Project. The easement

granted herein shall automatically terminate and be of no further force or effect upon the earlier of: (i) December 31, 2024, or (ii) completion of the Project.

Upon completion of the Project, or at the end of the term of the easement, whichever is sooner, **Grantee** shall clean up and remove from the Easement Parcel, and surrounding area, all construction debris and materials relating to the Project, and shall restore any portions of the Easement Parcel, and surrounding area, affected by **Grantee's** entry or use to their original condition, including, but not limited to, repairing any damage done to curbing and/or paved areas, and grading, seeding, and covering with straw any grass area disturbed by **Grantee's** entry or use.

The **Grantors** agree 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 **Grantors** covenants to and with the **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, the **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 the lawful 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** has executed these presents the day and year first above written.

GRANTOR

By:

Keith F. Kampschroder

GRANTEE

James D. Hagedorn, Mayor

7u

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN EASEMENT DEED BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
CHARLES F. SCHROEPFER

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Easement Deed by and between the City of Washington, Missouri and Charles F. Schroepfer, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 2022, by and between Charles F. Schroepfer, a single person, whose address is 1701 E. Rose Lane, Washington, Missouri 63090, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantors**, 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 Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of a Sidewalk on Third Street, in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantors** adjoining the temporary construction easement and the right of traveling over said 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 temporary construction easement.

The easement granted herein shall commence on the date of recording of this Agreement and shall be used by the **Grantee** solely for the purpose of completing the Project. The easement

granted herein shall automatically terminate and be of no further force or effect upon the earlier of: (i) December 31, 2024, or (ii) completion of the Project.

Upon completion of the Project, or at the end of the term of the easement, whichever is sooner, **Grantee** shall clean up and remove from the Easement Parcel, and surrounding area, all construction debris and materials relating to the Project, and shall restore any portions of the Easement Parcel, and surrounding area, affected by **Grantee's** entry or use to their original condition, including, but not limited to, repairing any damage done to curbing and/or paved areas, and grading, seeding, and covering with straw any grass area disturbed by **Grantee's** entry or use.

The **Grantors** agree 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 **Grantors** covenants to and with the **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, the **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 the lawful 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** has executed these presents the day and year first above written.

GRANTOR

By:

Charles F. Schroepfer

GRANTEE

James D. Hagedorn, Mayor

EXHIBIT A

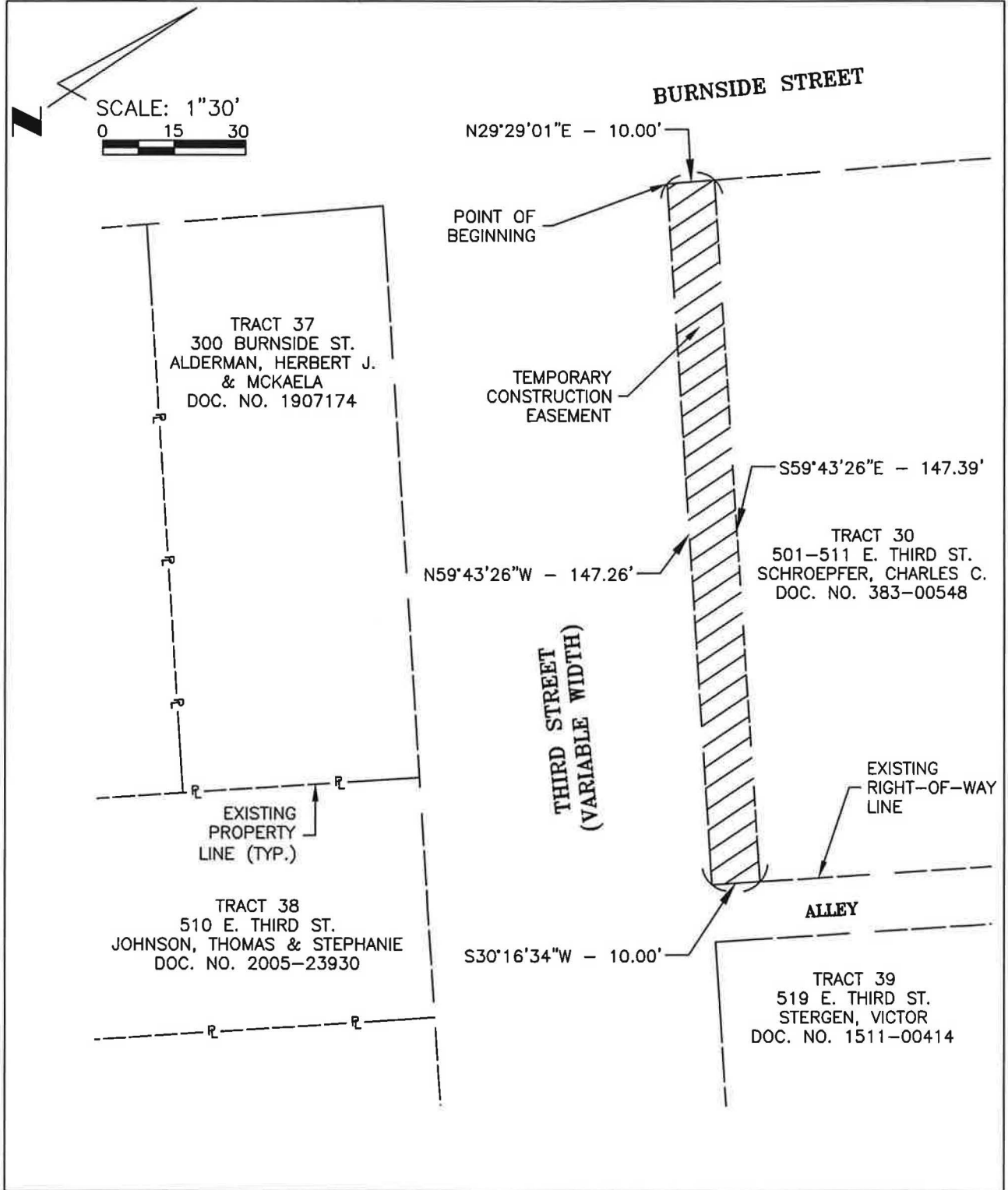
May 2022
City of Washington
Third Street Overlay and Improvements Project – Sidewalk

Description: 501-511 E. Third Street, Washington, Missouri 63090
Tract 30
Temporary Construction Easement

A part of a tract of land as recorded in Book 383, Page 548 of the Franklin County Records, located in Section 22, Township 44 North, Range 1 West of the Fifth Principal Meridian, and being more particularly described as follows:

Commencing at a found iron rod with cap at the southernmost corner of Lot 3, Block 2 of the Original Town of Washington, as recorded in Plat Book 'A', Page 26 of the Franklin County Records; thence

S71°12'00"E 779.22 feet to the centerline of Third Street (variable width); thence leaving said centerline N30°16'34"E 30.55 feet to a point in the existing north right-of-way of Third Street, said point being the point of beginning of the tract of land herein described; thence leaving said existing north right-of-way N29°29'01"E 10.00 feet along the existing east right-of-way of Burnside Street; thence leaving said existing east right-of-way S59°43'26"E 147.39 feet to the existing west right-of-way of an alley (12 feet wide); thence with said existing west right-of-way S30°16'34"W 10.00 feet to the existing north right-of-way of Third Street; thence with said existing north right-of-way N59°43'26"W 147.26 to the point of beginning containing 1,473 square feet, the location of which is shown graphically on the attached Exhibit "B". Subject to any and all easements, restrictions, conditions, etc. of record.



A TRACT OF LAND BEING PART OF
SECTION 22, TOWNSHIP 44 NORTH, RANGE 1 WEST
BOOK 383, PAGE 548
FRANKLIN COUNTY, MISSOURI

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN EASEMENT DEED BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
DNL ENTERPRISES LLC

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Easement Deed by and between the City of Washington, Missouri and DNL Enterprises LLC, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 2022, by and between DNL Enterprises LLC, whose address is 305 Hooker Street, Washington, Missouri 63090, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantors**, 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 Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of a Sidewalk on Third Street, in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantors** adjoining the temporary construction easement and the right of traveling over said 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 temporary construction easement.

The easement granted herein shall commence on the date of recording of this Agreement and shall be used by the **Grantee** solely for the purpose of completing the Project. The easement

tw

granted herein shall automatically terminate and be of no further force or effect upon the earlier of: (i) December 31, 2024, or (ii) completion of the Project.

Upon completion of the Project, or at the end of the term of the easement, whichever is sooner, **Grantee** shall clean up and remove from the Easement Parcel, and surrounding area, all construction debris and materials relating to the Project, and shall restore any portions of the Easement Parcel, and surrounding area, affected by **Grantee's** entry or use to their original condition, including, but not limited to, repairing any damage done to curbing and/or paved areas, and grading, seeding, and covering with straw any grass area disturbed by **Grantee's** entry or use.

The **Grantors** 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 **Grantors** covenants to and with the **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, the **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 the lawful 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** has executed these presents the day and year first above written.

GRANTOR

DNL Enterprises LLC

By:

Robert Lagershausen III

GRANTEE

James D. Hagedorn, Mayor

EXHIBIT A

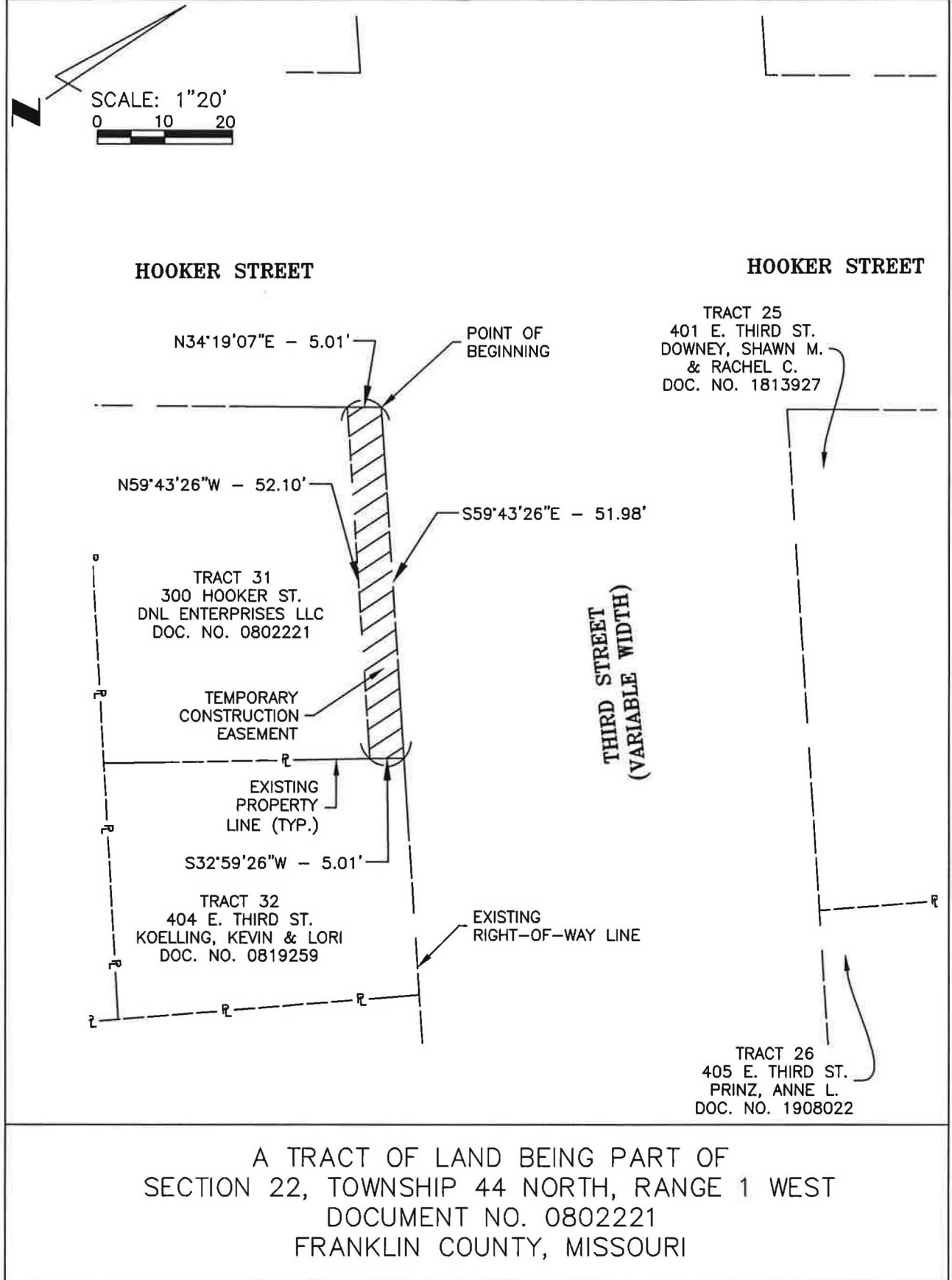
May 2022
City of Washington
Third Street Overlay and Improvements Project - sidewalk

Description: 300 Hooker Street, Washington, Missouri 63090
Tract 31
Temporary Construction Easement

A part of a tract of land as recorded in Document Number 0802221 of the Franklin County Records, being situated in Section 22, Township 44 North, Range 1 West of the Fifth Principal Meridian, and being more particularly described as follows:

Commencing at a found iron rod with cap at the southernmost corner of Lot 3, Block 2 of the Original Town of Washington, as recorded in Plat Book 'A', Page 26 of the Franklin County Records; thence S82°13'00"E 405.25 feet to the centerline of Third Street (variable width); thence leaving said centerline S33°31'44"W 29.55 feet to a point in the existing south right-of-way of Third Street, said

point being the point of beginning of the tract of land herein described; thence with said existing south right-of-way S59°43'26"E 51.98 feet; thence leaving said existing south right-of-way S32°59'26"W 5.01 feet along the existing east property line of a tract of land as described in Document Number 0802221 of the Franklin County Records; thence leaving said existing east property line N59°43'26"W 52.10 feet to the existing east right-of-way of Hooker Street; thence with said existing east right-of-way N34°19'07"E 5.01 feet to the point of beginning containing 260 square feet., the location of which is shown graphically on the attached Exhibit "B". Subject to any and all easements, restrictions, conditions, etc. of record.



A TRACT OF LAND BEING PART OF
SECTION 22, TOWNSHIP 44 NORTH, RANGE 1 WEST
DOCUMENT NO. 0802221
FRANKLIN COUNTY, MISSOURI

tw

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN EASEMENT DEED BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
WISHING MACHINE, LLC

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Easement Deed by and between the City of Washington, Missouri and Wishing Machine, LLC, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 2022, by and between Wishing Machine, LLC, whose address is 56 Eastwood Drive, Washington, Missouri 63090, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantors**, 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 Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of a Sidewalk on Third Street, in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantors** adjoining the temporary construction easement and the right of traveling over said 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 temporary construction easement.

The easement granted herein shall commence on the date of recording of this Agreement and shall be used by the **Grantee** solely for the purpose of completing the Project. The easement

7x

granted herein shall automatically terminate and be of no further force or effect upon the earlier of: (i) December 31, 2024, or (ii) completion of the Project.

Upon completion of the Project, or at the end of the term of the easement, whichever is sooner, **Grantee** shall clean up and remove from the Easement Parcel, and surrounding area, all construction debris and materials relating to the Project, and shall restore any portions of the Easement Parcel, and surrounding area, affected by **Grantee's** entry or use to their original condition, including, but not limited to, repairing any damage done to curbing and/or paved areas, and grading, seeding, and covering with straw any grass area disturbed by **Grantee's** entry or use.

The **Grantors** 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 **Grantors** covenants to and with the **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, the **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 the lawful 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** has executed these presents the day and year first above written.

GRANTOR

Wishing Machine, LLC

By: _____
Regina Scego

GRANTEE

James D. Hagedorn, Mayor

TK

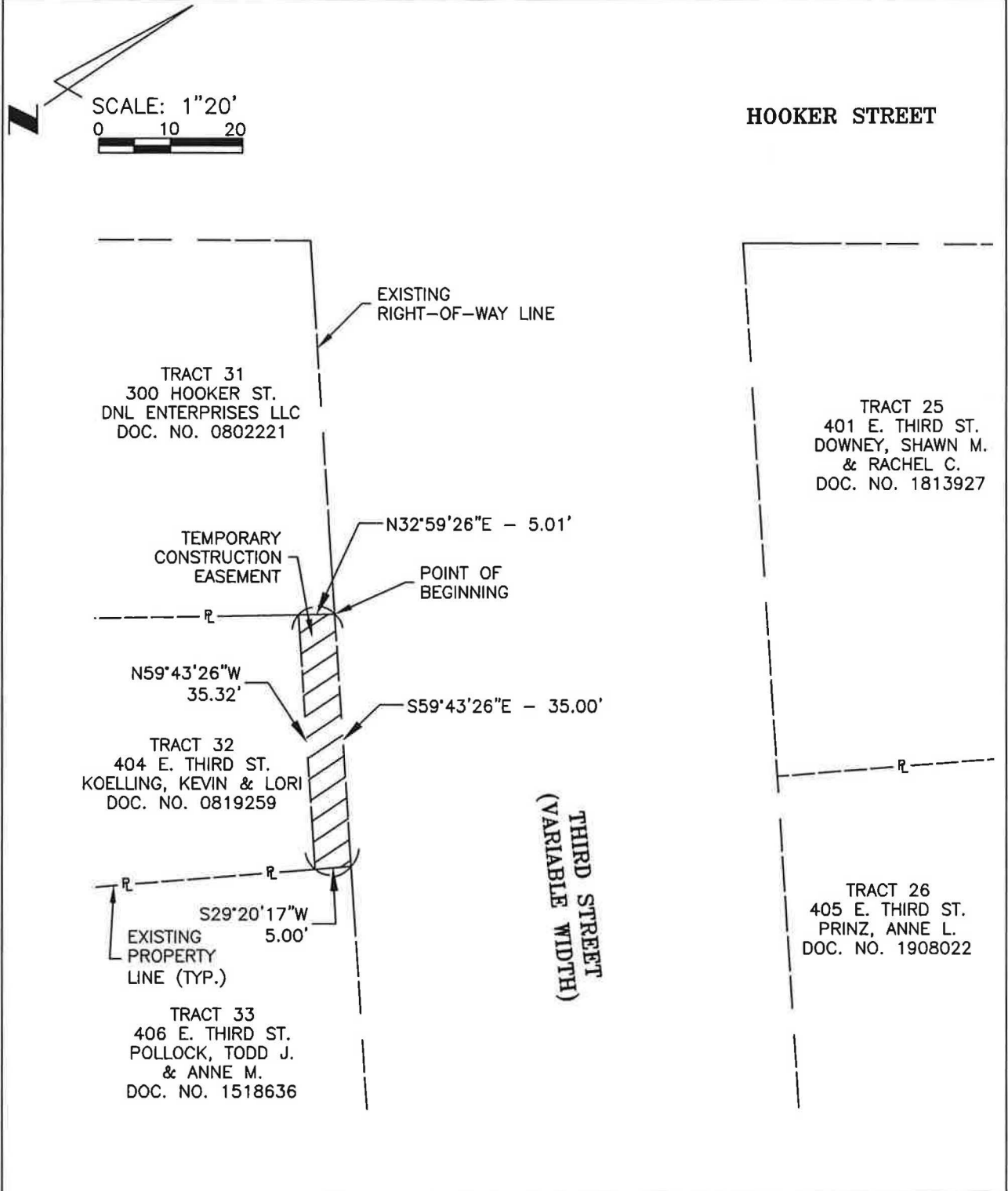
EXHIBIT A

May 2022
City of Washington
Third Street Overlay and Improvements Project - sidewalk

Description: 404 E. Third Street, Washington, Missouri 63090
Tract 32
Temporary Construction Easement

A part of a tract of land as recorded in Document Number 0819259 of the Franklin County Records, being situated in Section 22, Township 44 North, Range 1 West of the Fifth Principal Meridian, and being more particularly described as follows:

Commencing at a found iron rod with cap at the southernmost corner of Lot 3, Block 2 of the Original Town of Washington, as recorded in Plat Book 'A', Page 26 of the Franklin County Records; thence $S79^{\circ}42'17''E$ 453.71 feet to the centerline of Third Street (variable width); thence leaving said centerline $S33^{\circ}31'44''W$ 29.55 feet to a point in the existing south right-of-way of Third Street, said point being the point of beginning of the tract of land herein described; thence with said existing south right-of-way $S59^{\circ}43'26''E$ 35.00 feet; thence leaving said existing south right-of-way $S29^{\circ}20'17''W$ 5.00 feet along the existing east property line of a tract of land as described in Document Number 0819259 of the Franklin County Records; thence leaving said existing east property line $N59^{\circ}43'26''W$ 35.32 feet to the existing west property line of said tract of land; thence along said existing west property line $N32^{\circ}59'26''E$ 5.01 feet to the point of beginning containing 176 square feet., the location of which is shown graphically on the attached Exhibit "B". Subject to any and all easements, restrictions, conditions, etc. of record.



A TRACT OF LAND BEING PART OF
SECTION 22, TOWNSHIP 44 NORTH, RANGE 1 WEST
DOCUMENT NO. 0819259
FRANKLIN COUNTY, MISSOURI

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN EASEMENT DEED BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
SARA A. TURNER

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Easement Deed by and between the City of Washington, Missouri and Sara A. Turner, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

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EXHIBIT I

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 2022, by and between Sara A. Turner, a single person, whose address is 414 East Third Street, Washington, Missouri 63090, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantors**, 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 Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of a Sidewalk on Third Street, in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantors** adjoining the temporary construction easement and the right of traveling over said 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 temporary construction easement.

The easement granted herein shall commence on the date of recording of this Agreement and shall be used by the **Grantee** solely for the purpose of completing the Project. The easement

granted herein shall automatically terminate and be of no further force or effect upon the earlier of: (i) December 31, 2024, or (ii) completion of the Project.

Upon completion of the Project, or at the end of the term of the easement, whichever is sooner, **Grantee** shall clean up and remove from the Easement Parcel, and surrounding area, all construction debris and materials relating to the Project, and shall restore any portions of the Easement Parcel, and surrounding area, affected by **Grantee's** entry or use to their original condition, including, but not limited to, repairing any damage done to curbing and/or paved areas, and grading, seeding, and covering with straw any grass area disturbed by **Grantee's** entry or use.

The **Grantors** agree 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 **Grantors** covenants to and with the **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, the **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 the lawful 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** has executed these presents the day and year first above written.

GRANTOR

By:

Sara A. Turner

GRANTEE

James D. Hagedorn, Mayor

EXHIBIT A

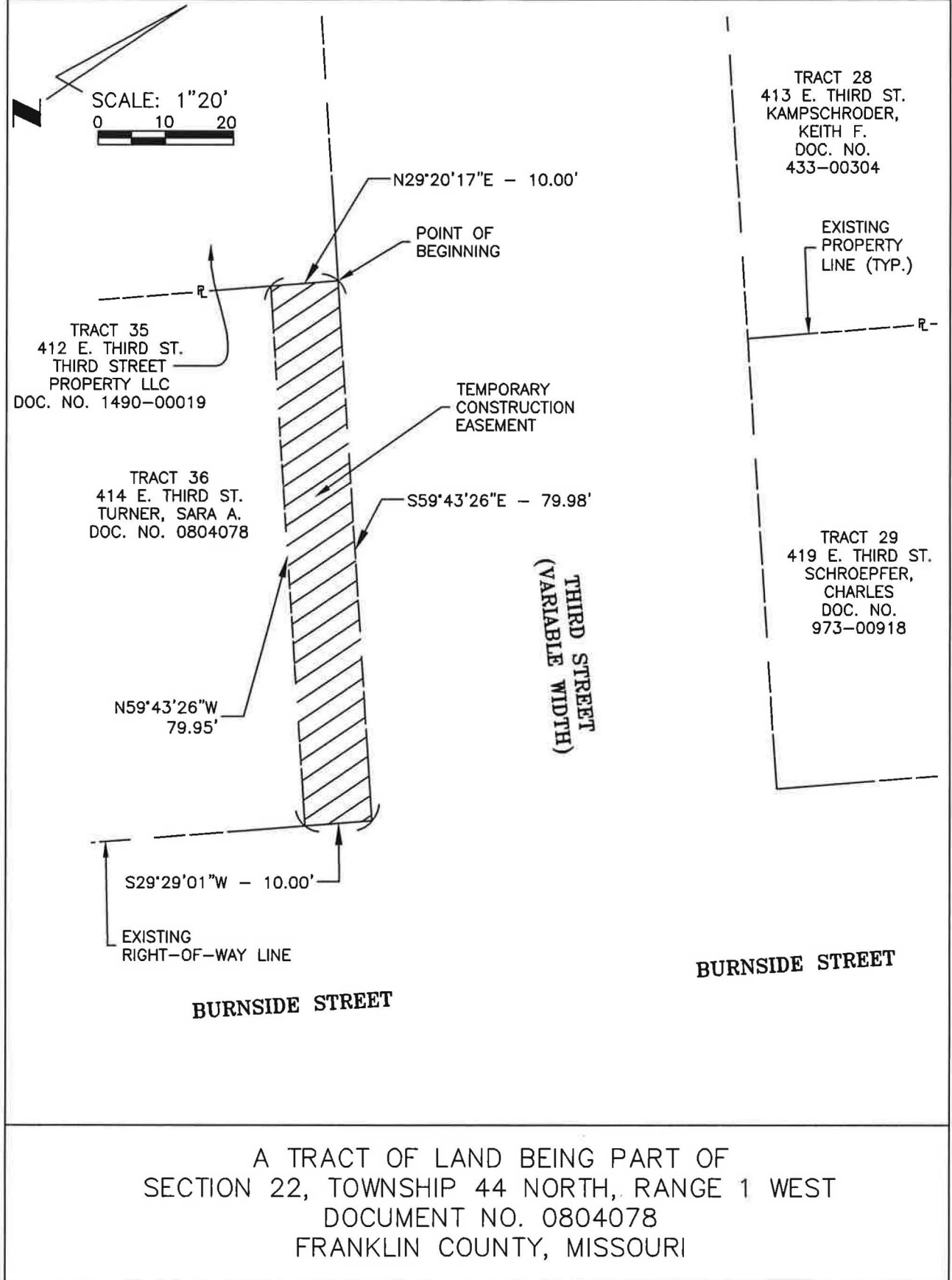
May 2022
City of Washington
Third Street Overlay and Improvements Project – Sidewalk

Description: 414 E. Third Street, Washington, Missouri 63090
Tract 36
Temporary Construction Easement

A part of a tract of land as recorded in Document Number 0804078 of the Franklin County Records, being situated in Section 22, Township 44 North, Range 1 West of the Fifth Principal Meridian, and being more particularly described as follows:

Commencing at a found iron rod with cap at the southernmost corner of Lot 3, Block 2 of the Original Town of Washington, as recorded in Plat Book 'A', Page 26 of the Franklin County Records; thence $S73^{\circ}22'26''E$ 656.96 feet to the centerline of Third Street (variable width); thence leaving said centerline $S33^{\circ}31'44''W$ 29.55 feet to a point in the existing south right-of-way of Third Street, said

point being the point of beginning of the tract of land herein described; thence with said existing south right-of-way $S59^{\circ}43'26''E$ 79.98 feet to the existing west right-of-way of Burnside Street; thence with said existing west right-of-way $S29^{\circ}29'01''W$ 10.00 feet; thence leaving said existing west right-of-way $N59^{\circ}43'26''W$ 79.95 feet to the existing west property line of a tract of land as described in Document Number 0804078 of the Franklin County Records; thence along said existing west property line $N29^{\circ}20'17''E$ 10.00 feet to the point of beginning containing 800 square feet., the location of which is shown graphically on the attached Exhibit "B". Subject to any and all easements, restrictions, conditions, etc. of record.



BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN EASEMENT DEED BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
THOMAS AND STEPHANIE JOHNSON

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Easement Deed by and between the City of Washington, Missouri and Thomas and Stephanie Johnson, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I

EASEMENT DEED

THIS DEED made and entered into this _____ day of _____, 2022, by and between Thomas and Stephanie Johnson, whose address is 510 E. Third St, Washington, Missouri 63090, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantors**, 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 Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of a Sidewalk on Third Street, in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantors** adjoining the temporary construction easement and the right of traveling over said 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 temporary construction easement.

The easement granted herein shall commence on the date of recording of this Agreement and shall be used by the **Grantee** solely for the purpose of completing the Project. The easement

granted herein shall automatically terminate and be of no further force or effect upon the earlier of: (i) December 31, 2024, or (ii) completion of the Project.

Upon completion of the Project, or at the end of the term of the easement, whichever is sooner, **Grantee** shall clean up and remove from the Easement Parcel, and surrounding area, all construction debris and materials relating to the Project, and shall restore any portions of the Easement Parcel, and surrounding area, affected by **Grantee's** entry or use to their original condition, including, but not limited to, repairing any damage done to curbing and/or paved areas, and grading, seeding, and covering with straw any grass area disturbed by **Grantee's** entry or use.

The **Grantors** 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 **Grantors** covenants to and with the **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, the **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 the lawful 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** has executed these presents the day and year first above written.

GRANTOR

By: _____
Thomas Johnson

By: _____
Stephanie Johnson

GRANTEE

James D. Hagedorn, Mayor

EXHIBIT A

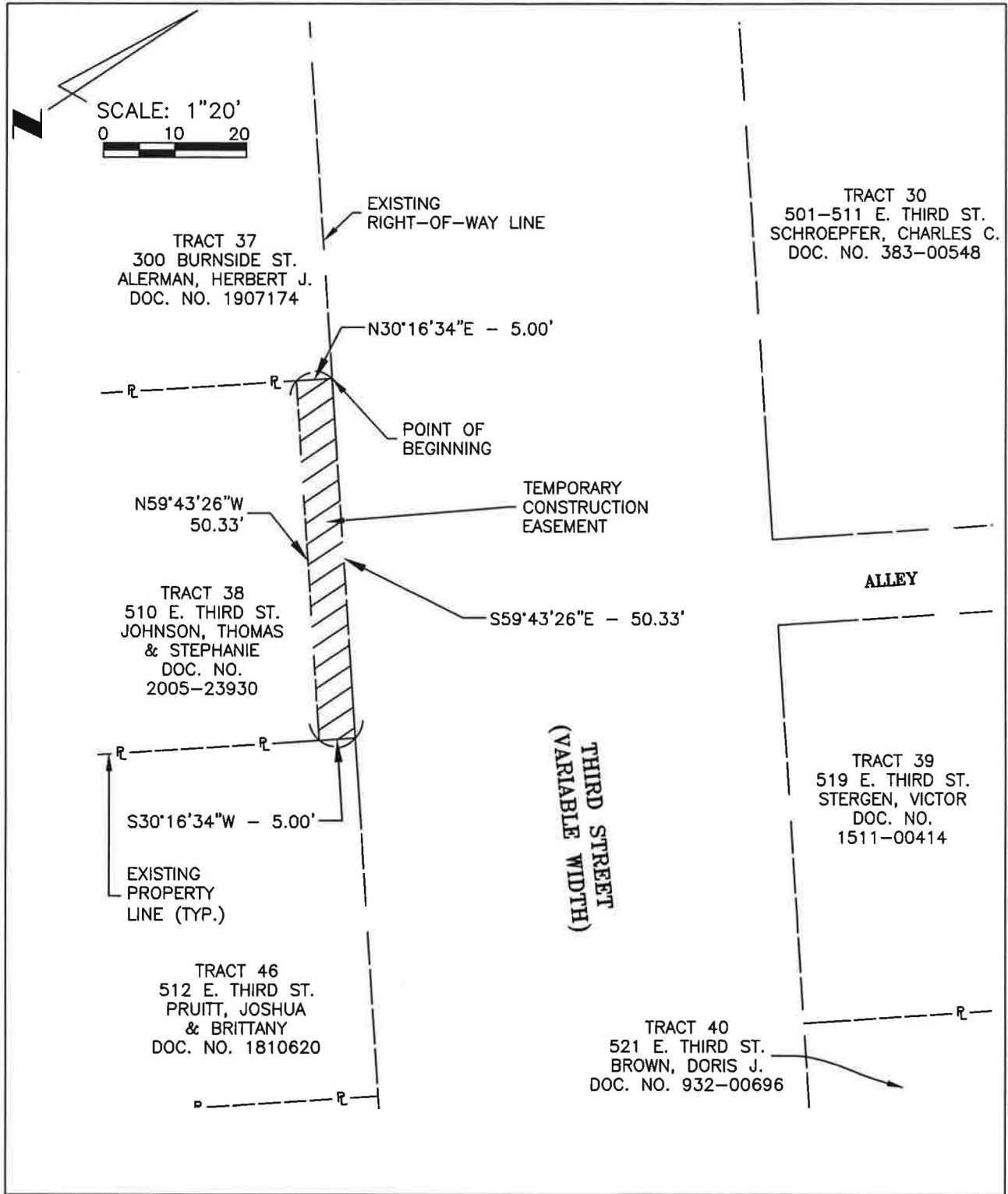
May 2022
City of Washington
Third Street Overlay and Improvements Project - Sidewalk

Description: 510 E. Third St, Washington, Missouri 63090
Tract 38
Temporary Construction Easement

A part of a tract of land as recorded in Document Number 2005-23930 of the Franklin County Records, being situated in Section 22, Township 44 North, Range 1 West of the Fifth Principal Meridian, and being more particularly described as follows:

Commencing at a found iron rod with cap at the southernmost corner of Lot 3, Block 2 of the Original Town of Washington, as recorded in Plat Book 'A', Page 26 of the Franklin County Records; thence S69°37'43"E 901.31 feet to the centerline of Third Street (variable width); thence leaving said centerline S33°31'44"W 29.55 feet to a point in the existing south right-of-way of Third Street, said

point being the point of beginning of the tract of land herein described; thence with said existing south right-of-way S59°43'26"E 50.33 feet; thence leaving said existing south right-of-way S30°16'34"W 5.00 feet along the east property line of a tract of land as described in Document Number 2005-23930 of the Franklin County Records; thence leaving said existing east property line N59°43'26"W 50.33 feet to the existing west property line of said tract of land; thence along said existing west property line N30°16'34"E 5.00 feet to the point of beginning containing 252 square feet., the location of which is shown graphically on the attached Exhibit "B". Subject to any and all easements, restrictions, conditions, etc. of record.



A TRACT OF LAND BEING PART OF
SECTION 22, TOWNSHIP 44 NORTH, RANGE 1 WEST
DOCUMENT NO. 2005-23930
FRANKLIN COUNTY, MISSOURI

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN EASEMENT DEED BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
MARTIN D. AND RUTH A. RUDLOFF

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Easement Deed by and between the City of Washington, Missouri and Martin D. and Ruth A. Rudloff, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 2022, by and between Martin D. and Ruth A. Rudloff, single persons, whose address is 212 MacArthur St, Washington, Missouri 63090, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantors**, 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 Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of a Sidewalk on Third Street, in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantors** adjoining the temporary construction easement and the right of traveling over said 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 temporary construction easement.

The easement granted herein shall commence on the date of recording of this Agreement and shall be used by the **Grantee** solely for the purpose of completing the Project. The easement

7aa

granted herein shall automatically terminate and be of no further force or effect upon the earlier of: (i) December 31, 2024, or (ii) completion of the Project.

Upon completion of the Project, or at the end of the term of the easement, whichever is sooner, **Grantee** shall clean up and remove from the Easement Parcel, and surrounding area, all construction debris and materials relating to the Project, and shall restore any portions of the Easement Parcel, and surrounding area, affected by **Grantee's** entry or use to their original condition, including, but not limited to, repairing any damage done to curbing and/or paved areas, and grading, seeding, and covering with straw any grass area disturbed by **Grantee's** entry or use.

The **Grantors** 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 **Grantors** covenants to and with the **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, the **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 the lawful 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** has executed these presents the day and year first above written.

GRANTOR

By: _____
Martin D. Rudloff

By: _____
Ruth A. Rudloff

GRANTEE

James D. Hagedorn, Mayor

Taa

EXHIBIT A

May 2022
City of Washington
Third Street Overlay and Improvements Project - Sidewalk

Description: 212 MacArthur St, Washington, Missouri 63090
Tract 43
Temporary Construction Easement

A part of a tract of land as recorded in Document Number 0625960 of the Franklin County Records, being situated in Section 23, Township 44 North, Range 1 West of the Fifth Principal Meridian, and being more particularly described as follows:

Commencing at a found iron rod with cap at the southernmost corner of Lot 3, Block 2 of the Original Town of Washington, as recorded in Plat Book 'A', Page 26 of the Franklin County Records; thence S65°49'07"E 1,442.91 feet to the centerline of Third Street (variable width); thence leaving said centerline N33°31'44"E 30.55 feet to a point in the existing north right-of-way of Third Street, said

point being the point of beginning of the tract of land herein described; thence leaving said existing north right-of-way N18°13'09"E 5.00 feet; thence S71°46'51"E 5.00 feet to the existing west right-of-way of an alley; thence with said existing west right-of-way S18°13'09"W 6.07 feet to the existing north right-of-way of Third Street; thence with said existing north right-of-way N59°43'26"W 5.11 feet to the point of beginning containing 28 square feet, the location of which is shown graphically on the attached Exhibit "B". Subject to any and all easements, restrictions, conditions, etc. of record.

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN EASEMENT DEED BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
FRANK N. WOOD AND RUTH A. WOOD

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Easement Deed by and between the City of Washington, Missouri and Frank N. Wood and Ruth A. Wood, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 2022, by and between Frank N. Wood and Ruth A. Wood, whose address is 613 E. Third Street, Washington, Missouri 63090, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantors**, 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 Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of a Sidewalk on Third Street, in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantors** adjoining the temporary construction easement and the right of traveling over said 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 temporary construction easement.

The easement granted herein shall commence on the date of recording of this Agreement and shall be used by the **Grantee** solely for the purpose of completing the Project. The easement

766

granted herein shall automatically terminate and be of no further force or effect upon the earlier of: (i) December 31, 2024, or (ii) completion of the Project.

Upon completion of the Project, or at the end of the term of the easement, whichever is sooner, **Grantee** shall clean up and remove from the Easement Parcel, and surrounding area, all construction debris and materials relating to the Project, and shall restore any portions of the Easement Parcel, and surrounding area, affected by **Grantee's** entry or use to their original condition, including, but not limited to, repairing any damage done to curbing and/or paved areas, and grading, seeding, and covering with straw any grass area disturbed by **Grantee's** entry or use.

The **Grantors** 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 **Grantors** covenants to and with the **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, the **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 the lawful 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** has executed these presents the day and year first above written.

GRANTOR

By: _____
Frank N. Wood [Deceased]

By: _____
Ruth A. Wood

GRANTEE

James D. Hagedorn, Mayor

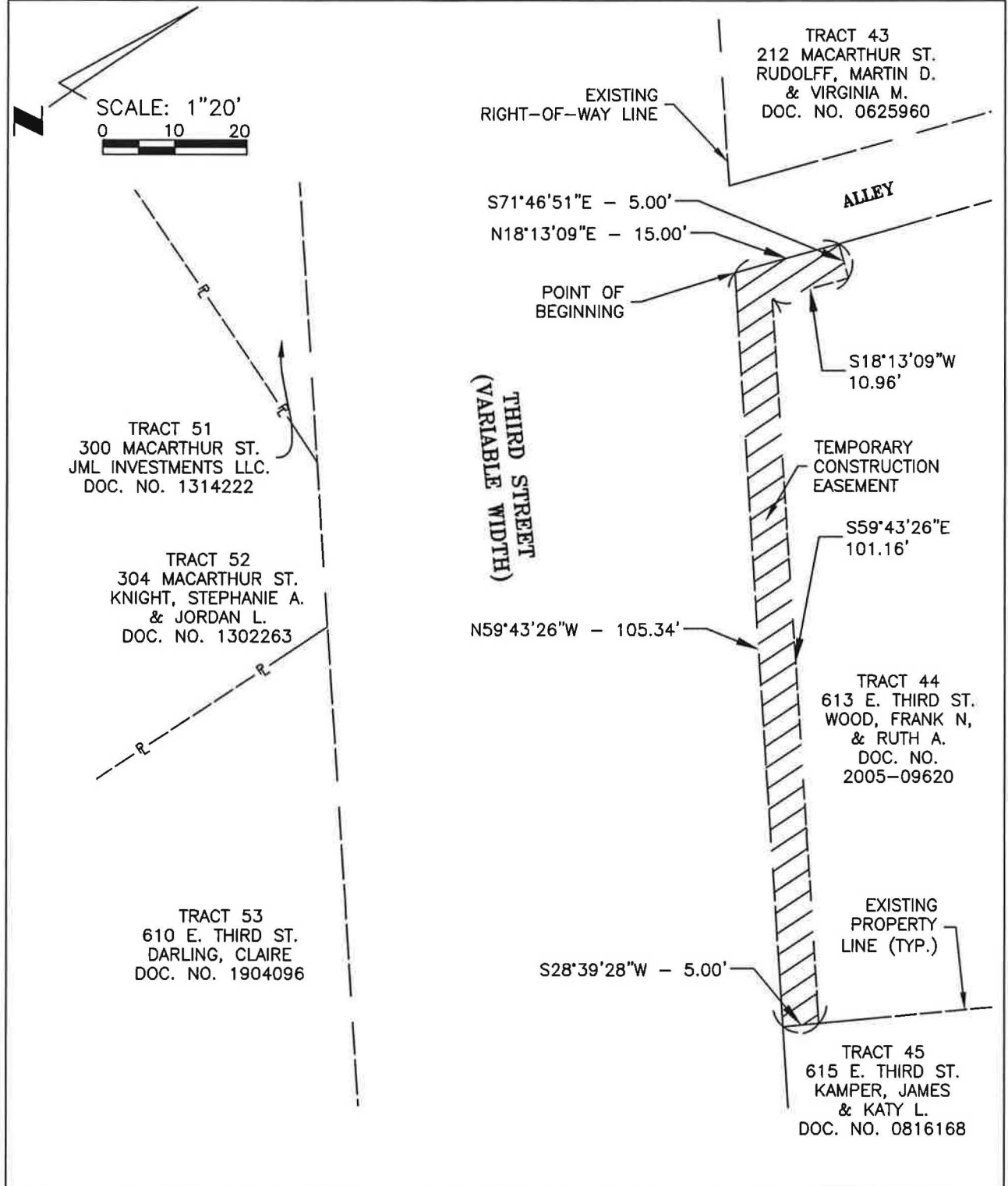
EXHIBIT A

May 2022
City of Washington
Third Street Overlay and Improvements Project - Sidewalk

Description: 613 E. Third Street, Washington, Missouri 63090
Tract 44
Temporary Construction Easement

A part of a tract of land as recorded in Document Number 2005-09620 of the Franklin County Records, being situated in Section 22, Township 44 North, Range 1 West of the Fifth Principal Meridian, and being more particularly described as follows:

Commencing at a found iron rod with cap at the southernmost corner of Lot 3, Block 2 of the Original Town of Washington, as recorded in Plat Book 'A', Page 26 of the Franklin County Records; thence S65°49'07"E 1460.19 feet to the centerline of Third Street (variable width); thence leaving said centerline N33°31'44"E 30.55 feet to a point in the existing north right-of-way of Third Street, said point being the point of beginning of the tract of land herein described; thence leaving said existing north right-of-way N18°13'09"E 15.00 feet along the existing east right-of-way of an existing alley; thence leaving said existing east right-of-way S71°46'51"E 5.00 feet; thence S18°13'09"W 10.96 feet; thence S59°43'26"E 101.16 feet to the existing east property line of a tract of land as described in Document Number 2005-09620 of the Franklin County Records; thence along said existing east property line S28°39'28"W 5.00 feet to the existing north right-of-way of Third Street; thence with said existing north right-of-way N59°43'26"W 105.34 feet to the point of beginning containing 581 square feet., the location of which is shown graphically on the attached Exhibit "B". Subject to any and all easements, restrictions, conditions, etc. of record.



A TRACT OF LAND BEING PART OF
SECTION 22, TOWNSHIP 44 NORTH, RANGE 1 WEST
DOCUMENT NO. 2005-09620
FRANKLIN COUNTY, MISSOURI

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN EASEMENT DEED BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
JAMES AND KATY L. KAMPER

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Easement Deed by and between the City of Washington, Missouri and James and Katy L. Kamper, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 2022, by and between James and Katy L. Kamper, whose address is 615 E. Third St, Washington, Missouri 63090, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantors**, 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 Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of a Sidewalk on Third Street, in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantors** adjoining the temporary construction easement and the right of traveling over said 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 temporary construction easement.

The easement granted herein shall commence on the date of recording of this Agreement and shall be used by the **Grantee** solely for the purpose of completing the Project. The easement

granted herein shall automatically terminate and be of no further force or effect upon the earlier of: (i) December 31, 2024, or (ii) completion of the Project.

Upon completion of the Project, or at the end of the term of the easement, whichever is sooner, **Grantee** shall clean up and remove from the Easement Parcel, and surrounding area, all construction debris and materials relating to the Project, and shall restore any portions of the Easement Parcel, and surrounding area, affected by **Grantee's** entry or use to their original condition, including, but not limited to, repairing any damage done to curbing and/or paved areas, and grading, seeding, and covering with straw any grass area disturbed by **Grantee's** entry or use.

The **Grantors** 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 **Grantors** covenants to and with the **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, the **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 the lawful 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** has executed these presents the day and year first above written.

GRANTOR

By: _____
James Kamper

By: _____
Katy L. Kamper

GRANTEE

James D. Hagedorn, Mayor

TCC

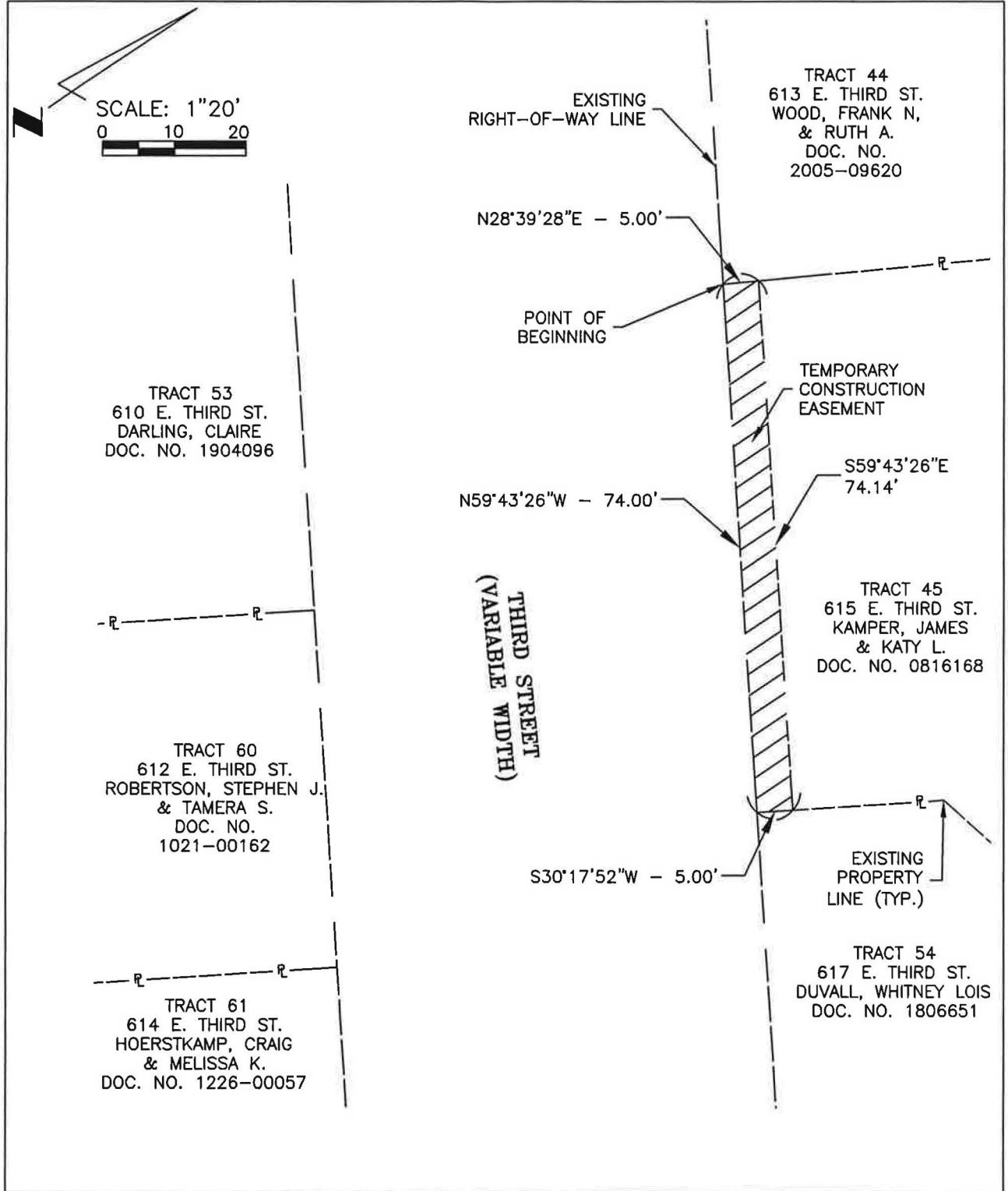
EXHIBIT A

May 2022
City of Washington
Third Street Overlay and Improvements Project - Sidewalk

Description: 615 E. Third St, Washington, Missouri 63090
Tract 45
Temporary Construction Easement

A part of a tract of land as recorded in Document Number 0816168 of the Franklin County Records, being situated in Section 23, Township 44 North, Range 1 West of the Fifth Principal Meridian, and being more particularly described as follows:

Commencing at a found iron rod with cap at the southernmost corner of Lot 3, Block 2 of the Original Town of Washington, as recorded in Plat Book 'A', Page 26 of the Franklin County Records; thence S65°24'30"E 1564.98 feet to the centerline of Third Street (variable width); thence leaving said centerline N33°31'44"E 30.55 feet to a point in the existing north right-of-way of Third Street, said point being the point of beginning of the tract of land herein described; thence leaving said existing north right away N28°39'28"E 5.00 feet along the existing west property line of a tract of land as described in Document Number 0816168 of the Franklin County Records; thence leaving said existing west property line S59°43'26"E 74.14 feet to the existing east property line of said tract of land; thence along said existing east property line S30°17'52"W 5.00 feet to the existing north right-of-way of Third Street; thence with said existing north right-of-way N59°43'26"W 74.00 feet to the point of beginning containing 370 square feet, the location of which is shown graphically on the attached Exhibit "B". Subject to any and all easements, restrictions, conditions, etc. of record.



A TRACT OF LAND BEING PART OF
SECTION 23, TOWNSHIP 44 NORTH, RANGE 1 WEST
DOCUMENT NO. 0816168
FRANKLIN COUNTY, MISSOURI

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN EASEMENT DEED BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND JOSHUA AND BRITTANY PRUITT

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Easement Deed by and between the City of Washington, Missouri and Joshua and Brittany Pruitt, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Tdd

EXHIBIT I

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 2022, by and between Joshua and Brittany Pruitt, whose address is 512 E. Third St, Washington, Missouri 63090, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantors**, 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 Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of a Sidewalk on Third Street, in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantors** adjoining the temporary construction easement and the right of traveling over said 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 temporary construction easement.

The easement granted herein shall commence on the date of recording of this Agreement and shall be used by the **Grantee** solely for the purpose of completing the Project. The easement

7dd

granted herein shall automatically terminate and be of no further force or effect upon the earlier of: (i) December 31, 2024, or (ii) completion of the Project.

Upon completion of the Project, or at the end of the term of the easement, whichever is sooner, **Grantee** shall clean up and remove from the Easement Parcel, and surrounding area, all construction debris and materials relating to the Project, and shall restore any portions of the Easement Parcel, and surrounding area, affected by **Grantee's** entry or use to their original condition, including, but not limited to, repairing any damage done to curbing and/or paved areas, and grading, seeding, and covering with straw any grass area disturbed by **Grantee's** entry or use.

The **Grantors** 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 **Grantors** covenants to and with the **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, the **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 the lawful 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** has executed these presents the day and year first above written.

GRANTOR

By: _____
Joshua Pruitt

By: _____
Brittany Pruitt

GRANTEE

James D. Hagedorn, Mayor

Tdd

EXHIBIT A

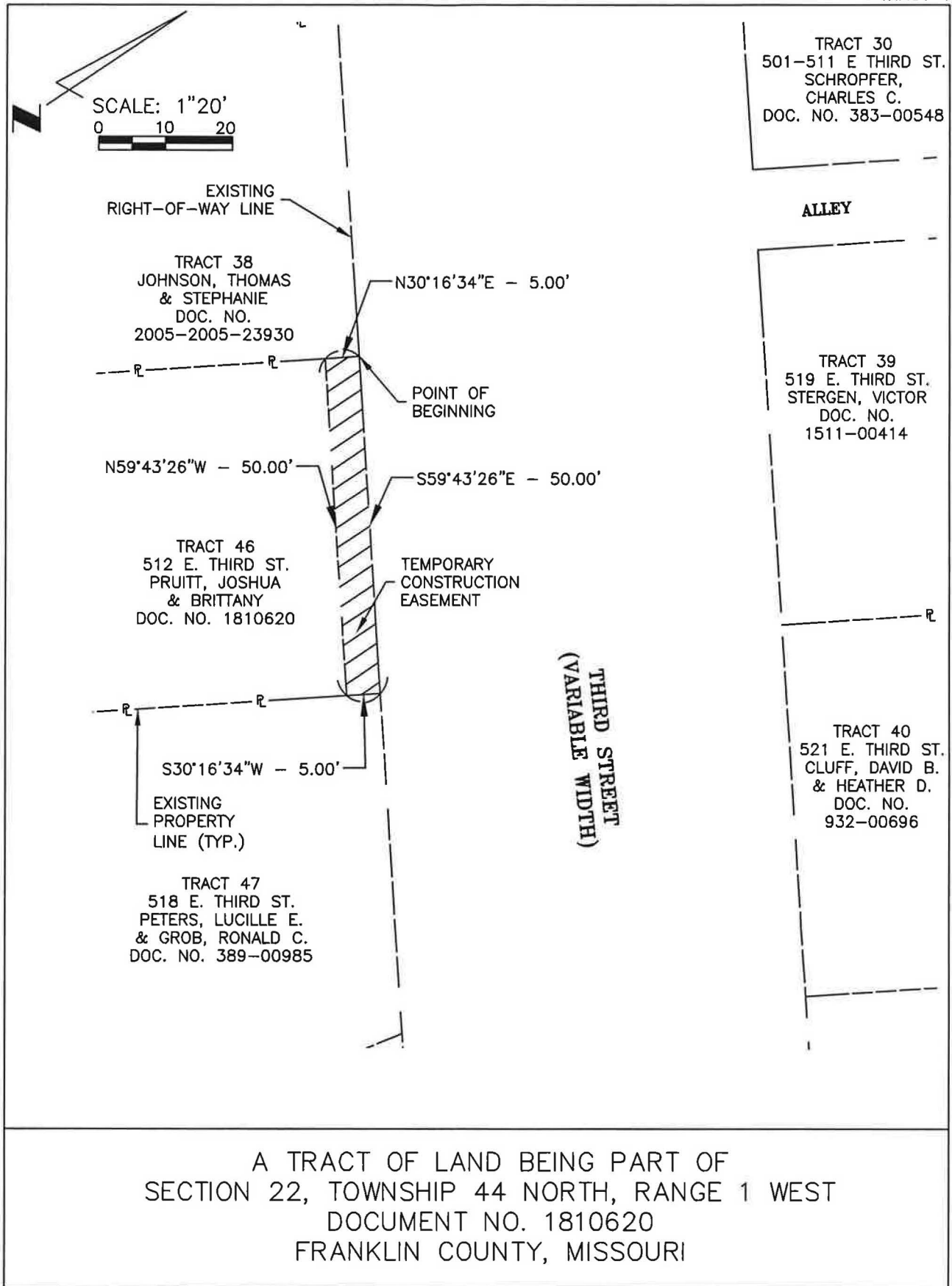
May 2022
City of Washington
Third Street Overlay and Improvements Project - Sidewalk

Description: 512 E. Third St, Washington, Missouri 63090
Tract 46
Temporary Construction Easement

A part of a tract of land as recorded in Document Number 1810620 of the Franklin County Records, being situated in Section 22, Township 44 North, Range 1 West of the Fifth Principal Meridian, and being more particularly described as follows:

Commencing at a found iron rod with cap at the southernmost corner of Lot 3, Block 2 of the Original Town of Washington, as recorded in Plat Book 'A', Page 26 of the Franklin County Records; thence S69°06'24"E 950.95 feet to the centerline of Third Street (variable width); thence leaving said centerline S33°31'44"W 29.75 feet to a point in the existing south right-of-way of Third Street, said

point being the point of beginning of the tract of land herein described; thence with said existing south right-of-way S59°43'26"E 50.00 feet; thence leaving said existing south right of way S30°16'34"W 5.00 along the existing east property line of a tract of land as described in Document Number 1810620 of the Franklin County Records; thence leaving said existing east property line N59°43'26W 50.00 feet to the existing west property line of said tract of land; thence along said existing west property line N30°16'34"E 5.00 feet to the point of beginning containing 250 square feet, the location of which is shown graphically on the attached Exhibit "B". Subject to any and all easements, restrictions, conditions, etc. of record.



A TRACT OF LAND BEING PART OF
SECTION 22, TOWNSHIP 44 NORTH, RANGE 1 WEST
DOCUMENT NO. 1810620
FRANKLIN COUNTY, MISSOURI

Tdd

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN EASEMENT DEED BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
BOLEY GRADING LLC

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Easement Deed by and between the City of Washington, Missouri and Boley Grading LLC, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Tea

EXHIBIT I

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 2022, by and between Boley Grading, LLC, whose address is 1226 West Eighth Street, Washington, Missouri 63090, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantors**, 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 Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of a Sidewalk on Third Street, in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantors** adjoining the temporary construction easement and the right of traveling over said 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 temporary construction easement.

The easement granted herein shall commence on the date of recording of this Agreement and shall be used by the **Grantee** solely for the purpose of completing the Project. The easement

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granted herein shall automatically terminate and be of no further force or effect upon the earlier of: (i) December 31, 2024, or (ii) completion of the Project.

Upon completion of the Project, or at the end of the term of the easement, whichever is sooner, **Grantee** shall clean up and remove from the Easement Parcel, and surrounding area, all construction debris and materials relating to the Project, and shall restore any portions of the Easement Parcel, and surrounding area, affected by **Grantee's** entry or use to their original condition, including, but not limited to, repairing any damage done to curbing and/or paved areas, and grading, seeding, and covering with straw any grass area disturbed by **Grantee's** entry or use.

The **Grantors** 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 **Grantors** covenants to and with the **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, the **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 the lawful 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** has executed these presents the day and year first above written.

GRANTOR

Boley Grading, LLC

By: _____
Dennis Boley, Registered Agent

By: _____
Mike Boley

GRANTEE

James D. Hagedorn, Mayor

Tea

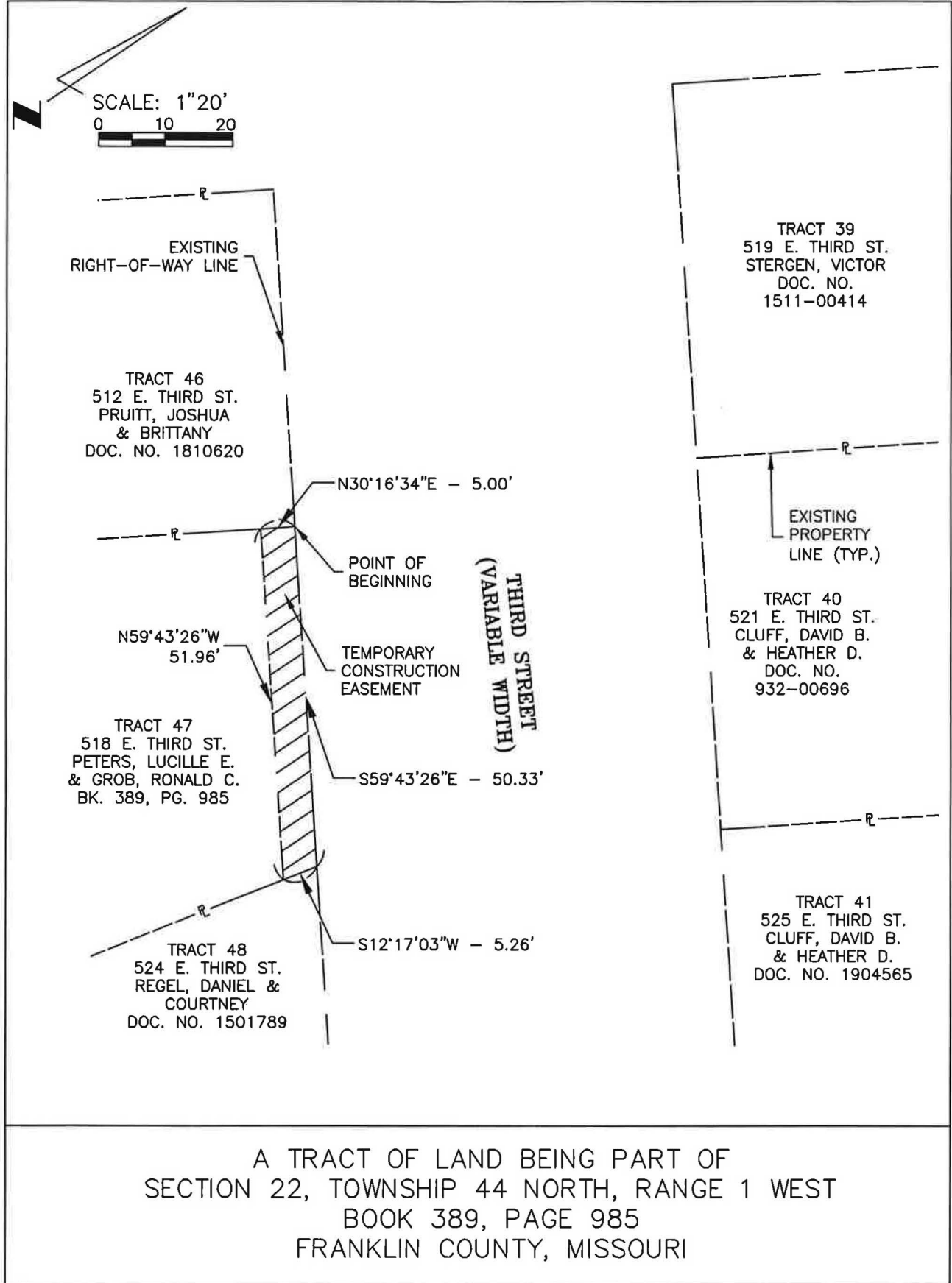
EXHIBIT A

May 2022
City of Washington
Third Street Overlay and Improvements Project - sidewalk

Description: 518 East Third Street, Washington, Missouri 63090
Tract 47
Temporary Construction Easement

A part of a tract of land as recorded in Book 389, Page 985 of the Franklin County Records, being situated in Section 22, Township 44 North, Range 1 West of the Fifth Principal Meridian, and being more particularly described as follows:

Commencing at a found iron rod with cap at the southernmost corner of Lot 3, Block 2 of the Original Town of Washington, as recorded in Plat Book 'A', Page 26 of the Franklin County Records; thence S68°39'04"E 1000.34 feet to the centerline of Third Street (variable width); thence leaving said centerline S33°31'44"W 29.75 feet to a point in the existing south right-of-way of Third Street, said point being the point of beginning of the tract of land herein described; thence with said existing south right-of-way S59°43'26"E 50.33 feet; thence leaving said existing south right-of-way S12°17'03"W 5.26 feet along the existing east property line of a tract of land as described in Book 389, Page 985 of the Franklin County Records; thence leaving said existing east property line N59°43'26"W 51.96 feet to the existing west property line of said tract of land; thence along said existing west property line N30°16'34"E 5.00 feet to the point of beginning containing 256 square feet., the location of which is shown graphically on the attached Exhibit "B". Subject to any and all easements, restrictions, conditions, etc. of record.



A TRACT OF LAND BEING PART OF
SECTION 22, TOWNSHIP 44 NORTH, RANGE 1 WEST
BOOK 389, PAGE 985
FRANKLIN COUNTY, MISSOURI

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN EASEMENT DEED BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
DANIEL AND COURTNEY RIEGEL

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Easement Deed by and between the City of Washington, Missouri and Daniel and Courtney Riegel, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

1ff

EXHIBIT I

EASEMENT DEED

THIS DEED made and entered into this _____ day of _____, 2022, by and between Daniel and Courtney Riegel, whose address is 723 Joshua Lane, Union, MO 63084, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantors**, 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 Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of a Sidewalk on Third Street, in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantors** adjoining the temporary construction easement and the right of traveling over said 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 temporary construction easement.

The easement granted herein shall commence on the date of recording of this Agreement and shall be used by the **Grantee** solely for the purpose of completing the Project. The easement

7ff

granted herein shall automatically terminate and be of no further force or effect upon the earlier of: (i) December 31, 2024, or (ii) completion of the Project.

Upon completion of the Project, or at the end of the term of the easement, whichever is sooner, **Grantee** shall clean up and remove from the Easement Parcel, and surrounding area, all construction debris and materials relating to the Project, and shall restore any portions of the Easement Parcel, and surrounding area, affected by **Grantee's** entry or use to their original condition, including, but not limited to, repairing any damage done to curbing and/or paved areas, and grading, seeding, and covering with straw any grass area disturbed by **Grantee's** entry or use.

The **Grantors** 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 **Grantors** covenants to and with the **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, the **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 the lawful 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** has executed these presents the day and year first above written.

GRANTOR

By: _____
Daniel Riegel

By: _____
Courtney Riegel

GRANTEE

James D. Hagedorn, Mayor

1ff

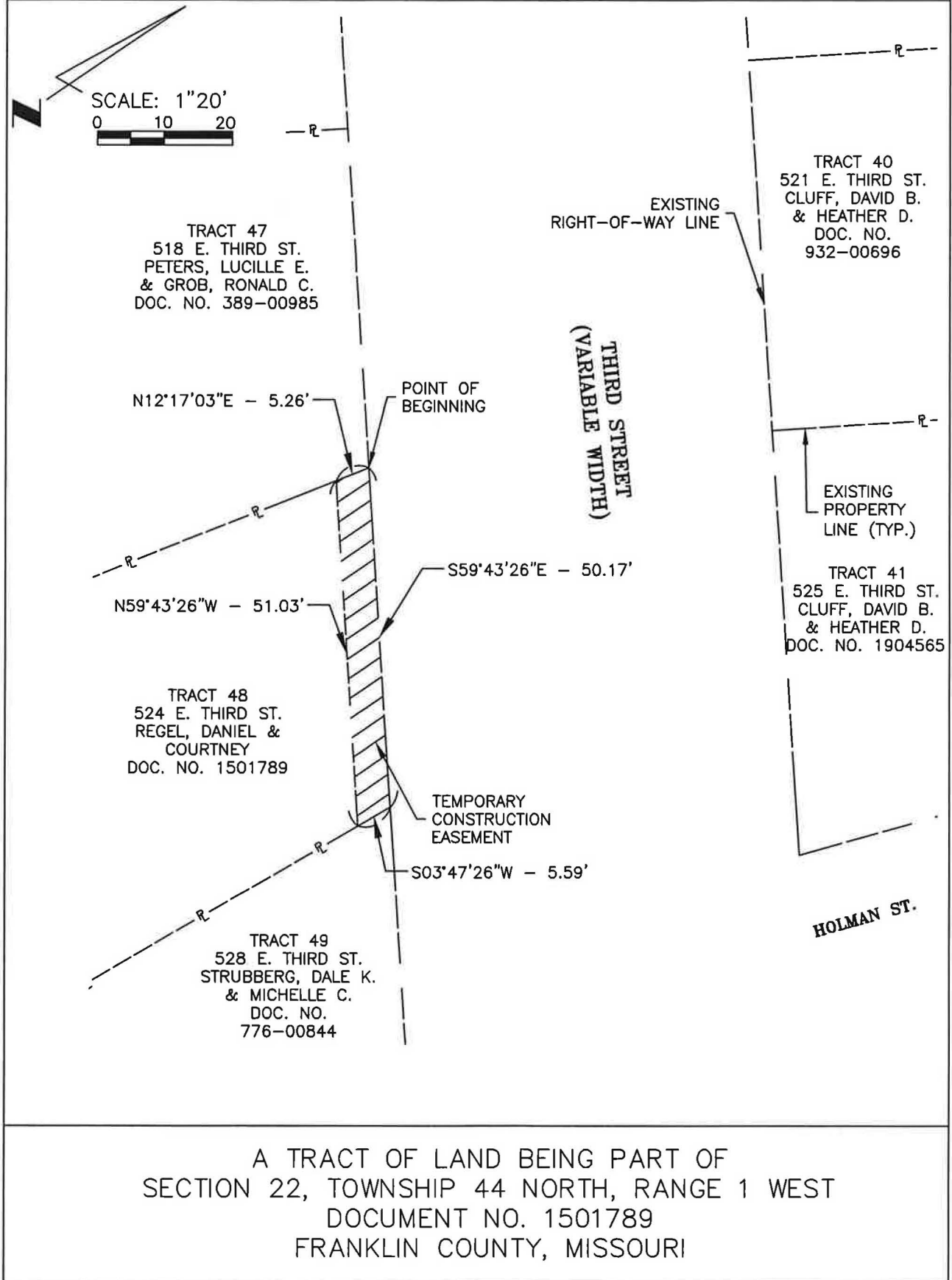
EXHIBIT A

May 2022
City of Washington
Third Street Overlay and Improvements Project - Sidewalk

Description: 524 E. Third St, Washington, Missouri 63090
Tract 48
Temporary Construction Easement

A part of a tract of land as recorded in Document Number 1501789 of the Franklin County Records, being situated in Section 22, Township 44 North, Range 1 West of the Fifth Principal Meridian, and being more particularly described as follows:

Commencing at a found iron rod with cap at the southernmost corner of Lot 3, Block 2 of the Original Town of Washington, as recorded in Plat Book 'A', Page 26 of the Franklin County Records; thence $S68^{\circ}13'30''E$ 1050.10 feet to the centerline of Third Street (variable width); thence leaving said centerline $S33^{\circ}31'44''W$ 29.75 feet to a point in the existing south right-of-way of Third Street, said point being the point of beginning of the tract of land herein described; thence with said existing south right-of-way $S59^{\circ}43'26''E$ 50.17 feet; thence leaving said existing south right-of-way $S03^{\circ}47'26''W$ 5.59 feet along the existing east property line of a tract of land as described in Document Number 1501789 of the Franklin County Records; thence leaving said existing east property line $N59^{\circ}43'26''W$ 51.03 feet to the existing west property line of said tract of land; thence along said existing west property line $N12^{\circ}17'03E$ 5.26 feet to the point of beginning containing 253 square feet., the location of which is shown graphically on the attached Exhibit "B". Subject to any and all easements, restrictions, conditions, etc. of record.



A TRACT OF LAND BEING PART OF
SECTION 22, TOWNSHIP 44 NORTH, RANGE 1 WEST
DOCUMENT NO. 1501789
FRANKLIN COUNTY, MISSOURI

TFF

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN EASEMENT DEED BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
DILLAN F. BILYEU

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Easement Deed by and between the City of Washington, Missouri and Dillan F. Bilyeu, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 2022, by and between Dillan F. Bilyeu, a single person, whose address is 301 MacArther Street, Washington, Missouri 63090, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantors**, 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 Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of a Sidewalk on Third Street, in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantors** adjoining the temporary construction easement and the right of traveling over said 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 temporary construction easement.

The easement granted herein shall commence on the date of recording of this Agreement and shall be used by the **Grantee** solely for the purpose of completing the Project. The easement

granted herein shall automatically terminate and be of no further force or effect upon the earlier of: (i) December 31, 2024, or (ii) completion of the Project.

Upon completion of the Project, or at the end of the term of the easement, whichever is sooner, **Grantee** shall clean up and remove from the Easement Parcel, and surrounding area, all construction debris and materials relating to the Project, and shall restore any portions of the Easement Parcel, and surrounding area, affected by **Grantee's** entry or use to their original condition, including, but not limited to, repairing any damage done to curbing and/or paved areas, and grading, seeding, and covering with straw any grass area disturbed by **Grantee's** entry or use.

The **Grantors** agree 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 **Grantors** covenants to and with the **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, the **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 the lawful 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** has executed these presents the day and year first above written.

GRANTOR

By:

Dillan F. Bilyeu

GRANTEE

James D. Hagedorn, Mayor

EXHIBIT A

May 2022
City of Washington
Third Street Overlay and Improvements Project – Sidewalk

Description: 301 MacArther Street, Washington, Missouri 63090
Tract 50
Temporary Construction Easement

A part of a tract of land as recorded in Document Number 1900724 of the Franklin County Records, being situated in Section 22, Township 44 North, Range 1 West of the Fifth Principal Meridian, and being more particularly described as follows:

Commencing at a found iron rod with cap at the southernmost corner of Lot 3, Block 2 of the Original Town of Washington, as recorded in Plat Book 'A', Page 26 of the Franklin County Records; thence S67°29'08"E 1,149.42 feet to the centerline of Third Street (variable width); thence leaving said centerline S33°31'44"W 29.75 feet to a point in the existing south right-of-way of Third Street, said point being the point of beginning of the tract of land herein described; thence S59°43'26"E 152.20 feet; thence leaving said existing south right-of-way S00°25'13"W 18.63 feet along the existing west right-of-way of MacArthur Street; thence leaving said existing west right-of-way N89°34'47"W 5.00 feet along the existing south property line of a tract of land as described in Document Number 1900724 of the Franklin County Records; thence leaving said existing south property line N00°25'13"E 15.74 feet; thence N59°43'26"W 146.43 feet to the existing west property line of said tract of land; thence along said existing west property line N00°23'13"E 5.77 feet to the point of beginning containing 833 square feet, the location of which is shown graphically on the attached Exhibit "B". Subject to any and all easements, restrictions, conditions, etc. of record.

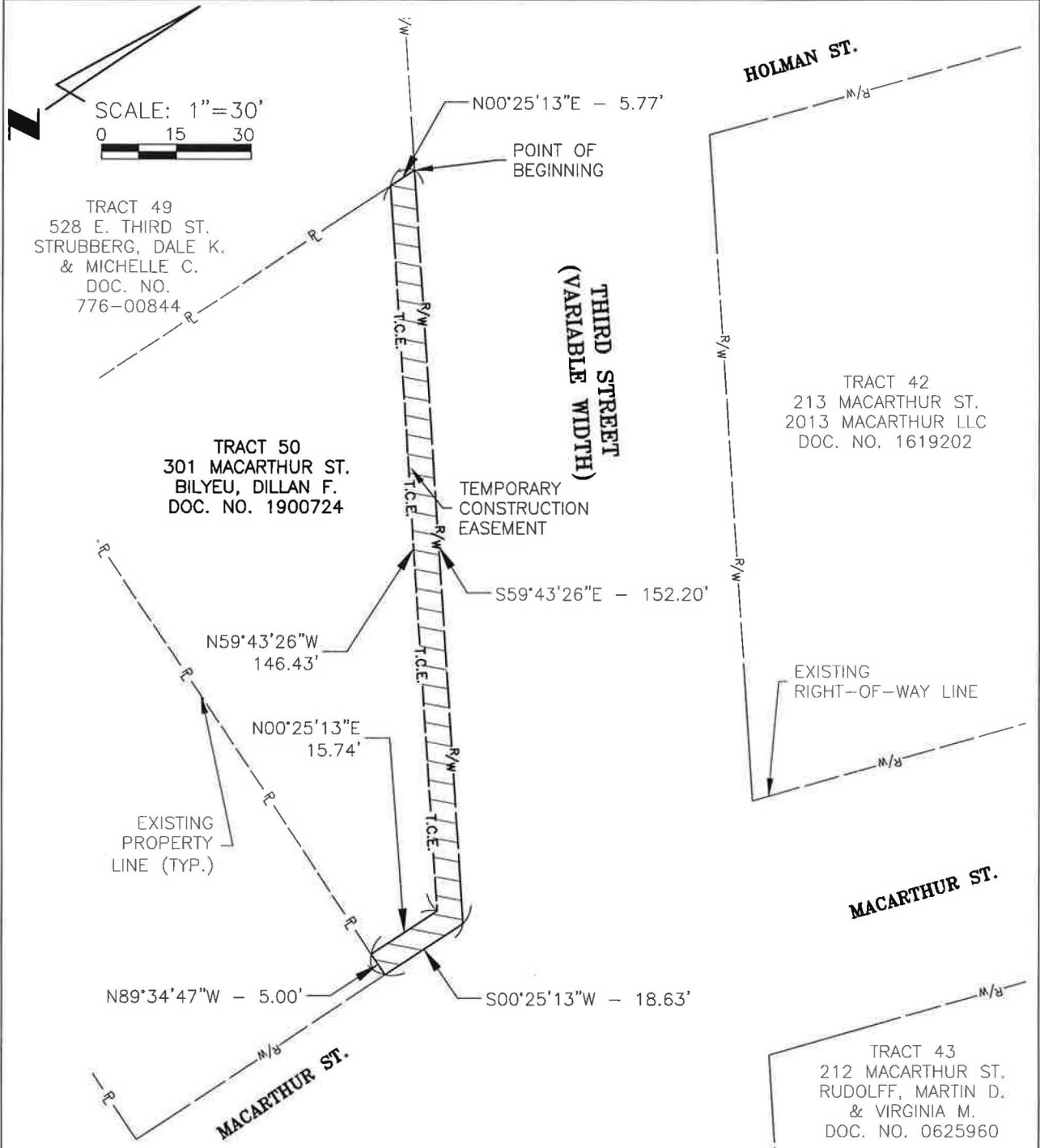


EXHIBIT "B"

A TRACT OF LAND BEING PART OF
SECTION 22, TOWNSHIP 44 NORTH, RANGE 1 WEST
DOCUMENT NO. 1900724
FRANKLIN COUNTY, MISSOURI

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN EASEMENT DEED BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
RICHARD AND CHRISTINE SCHRADER

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Easement Deed by and between the City of Washington, Missouri and Richard and Christine Schrader, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 2022, by and between Richard and Christine Schrader, whose address is 701 E. Third St, Washington, Missouri 63090, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantors**, 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 Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of a Sidewalk on Third Street, in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantors** adjoining the temporary construction easement and the right of traveling over said 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 temporary construction easement.

The easement granted herein shall commence on the date of recording of this Agreement and shall be used by the **Grantee** solely for the purpose of completing the Project. The easement

Thh

granted herein shall automatically terminate and be of no further force or effect upon the earlier of: (i) December 31, 2024, or (ii) completion of the Project.

Upon completion of the Project, or at the end of the term of the easement, whichever is sooner, **Grantee** shall clean up and remove from the Easement Parcel, and surrounding area, all construction debris and materials relating to the Project, and shall restore any portions of the Easement Parcel, and surrounding area, affected by **Grantee's** entry or use to their original condition, including, but not limited to, repairing any damage done to curbing and/or paved areas, and grading, seeding, and covering with straw any grass area disturbed by **Grantee's** entry or use.

The **Grantors** 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 **Grantors** covenants to and with the **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, the **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 the lawful 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** has executed these presents the day and year first above written.

GRANTOR

By: _____
Richard Schrader

By: _____
Christine Schrader

GRANTEE

James D. Hagedorn, Mayor

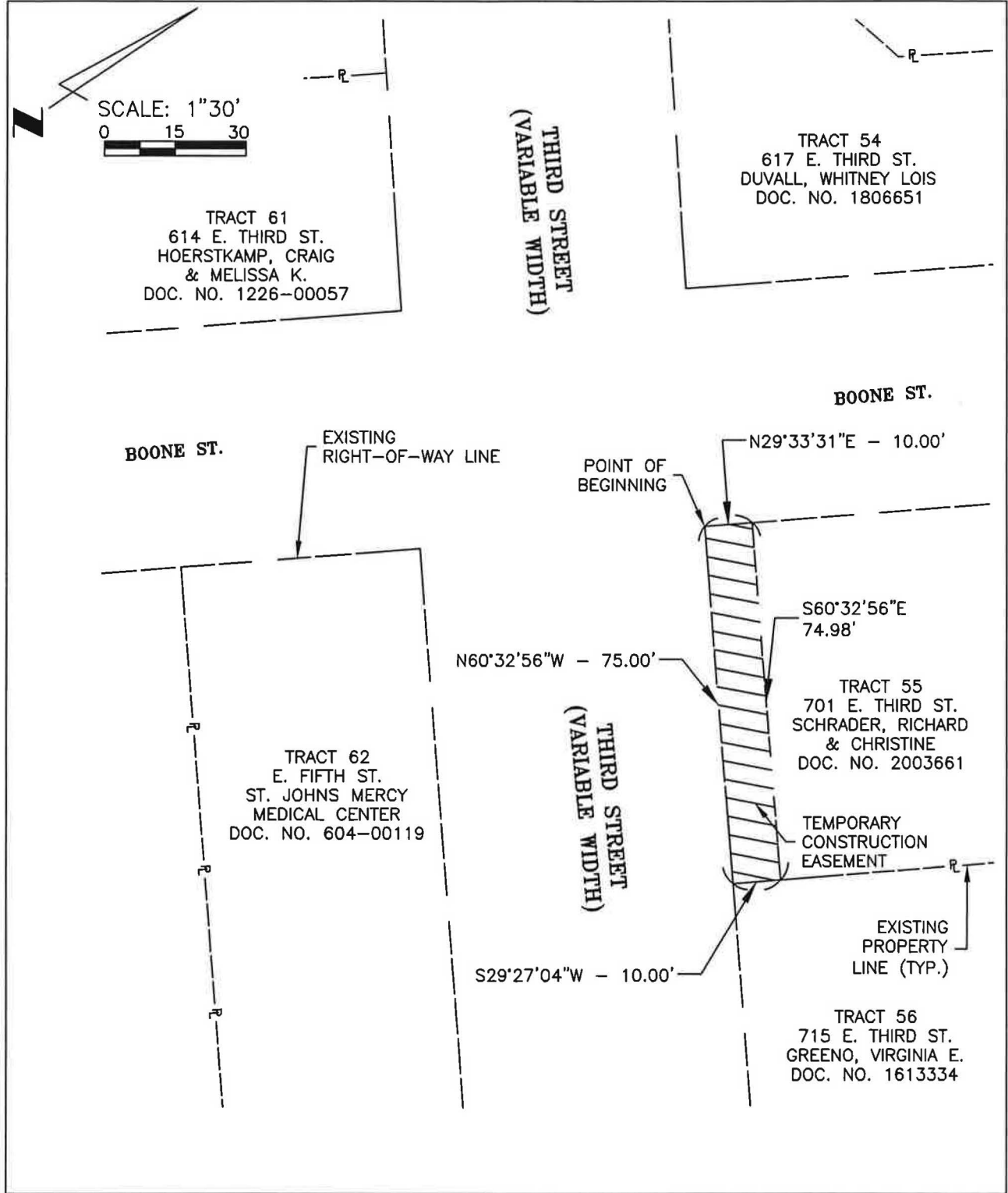
EXHIBIT A

May 2022
City of Washington
Third Street Overlay and Improvements Project - Sidewalk

Description: 701 E. Third St, Washington, Missouri 63090
Tract 55
Temporary Construction Easement

A part of a tract of land as recorded in Document Number 2003661 of the Franklin County Records, being situated in Section 23, Township 44 North, Range 1 West of the Fifth Principal Meridian, and being more particularly described as follows:

Commencing at a found iron rod with cap at the southernmost corner of Lot 3, Block 2 of the Original Town of Washington, as recorded in Plat Book 'A', Page 26 of the Franklin County Records; thence S64°48'13"E 1,755.24 feet to the centerline of Third Street (variable width); thence leaving said centerline N29°19'24"E 30.88 feet to a point in the existing north right-of-way of Third Street, said point being the point of beginning of the tract of land herein described; thence leaving said existing north right-of-way N29°33'31"E 10.00 feet along the existing east right-of-way of Boone Street; thence leaving said existing east right-of-way S60°32'56"E 74.98 feet to the existing east property line of a tract of land as described in Document Number 2003661 of the Franklin County Records; thence along said existing east property line S29°27'04"W 10.00 west to the existing north right-of-way of Third Street; thence with said existing north right-of-way N60°32'56"W 75.00 feet to the point of beginning containing 750 square feet, the location of which is shown graphically on the attached Exhibit "B". Subject to any and all easements, restrictions, conditions, etc. of record.



SCALE: 1"30'
0 15 30

TRACT 61
614 E. THIRD ST.
HOERSTKAMP, CRAIG
& MELISSA K.
DOC. NO. 1226-00057

TRACT 54
617 E. THIRD ST.
DUVALL, WHITNEY LOIS
DOC. NO. 1806651

BOONE ST.

EXISTING
RIGHT-OF-WAY LINE

POINT OF
BEGINNING

BOONE ST.

N29°33'31"E - 10.00'

S60°32'56"E
74.98'

N60°32'56"W - 75.00'

THIRD STREET
(VARIABLE WIDTH)

TRACT 55
701 E. THIRD ST.
SCHRADER, RICHARD
& CHRISTINE
DOC. NO. 2003661

TEMPORARY
CONSTRUCTION
EASEMENT

TRACT 62
E. FIFTH ST.
ST. JOHNS MERCY
MEDICAL CENTER
DOC. NO. 604-00119

S29°27'04"W - 10.00'

EXISTING
PROPERTY
LINE (TYP.)

TRACT 56
715 E. THIRD ST.
GREENO, VIRGINIA E.
DOC. NO. 1613334

A TRACT OF LAND BEING PART OF
SECTION 23, TOWNSHIP 44 NORTH, RANGE 1 WEST
DOCUMENT NO. 2003661
FRANKLIN COUNTY, MISSOURI

Thh

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN EASEMENT DEED BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
VIRGINIA E. GREENO

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Easement Deed by and between the City of Washington, Missouri and Virginia E. Greeno, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 2022, by and between Virginia E. Greeno, a single person, whose address is 715 E. Third Street, Washington, Missouri 63090, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantors**, 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 Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of a Sidewalk on Third Street, in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantors** adjoining the temporary construction easement and the right of traveling over said 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 temporary construction easement.

The easement granted herein shall commence on the date of recording of this Agreement and shall be used by the **Grantee** solely for the purpose of completing the Project. The easement

granted herein shall automatically terminate and be of no further force or effect upon the earlier of: (i) December 31, 2024, or (ii) completion of the Project.

Upon completion of the Project, or at the end of the term of the easement, whichever is sooner, **Grantee** shall clean up and remove from the Easement Parcel, and surrounding area, all construction debris and materials relating to the Project, and shall restore any portions of the Easement Parcel, and surrounding area, affected by **Grantee's** entry or use to their original condition, including, but not limited to, repairing any damage done to curbing and/or paved areas, and grading, seeding, and covering with straw any grass area disturbed by **Grantee's** entry or use.

The **Grantors** agree 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 **Grantors** covenants to and with the **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, the **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 the lawful 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** has executed these presents the day and year first above written.

GRANTOR

By:

Virginia E. Greeno

GRANTEE

James D. Hagedorn, Mayor

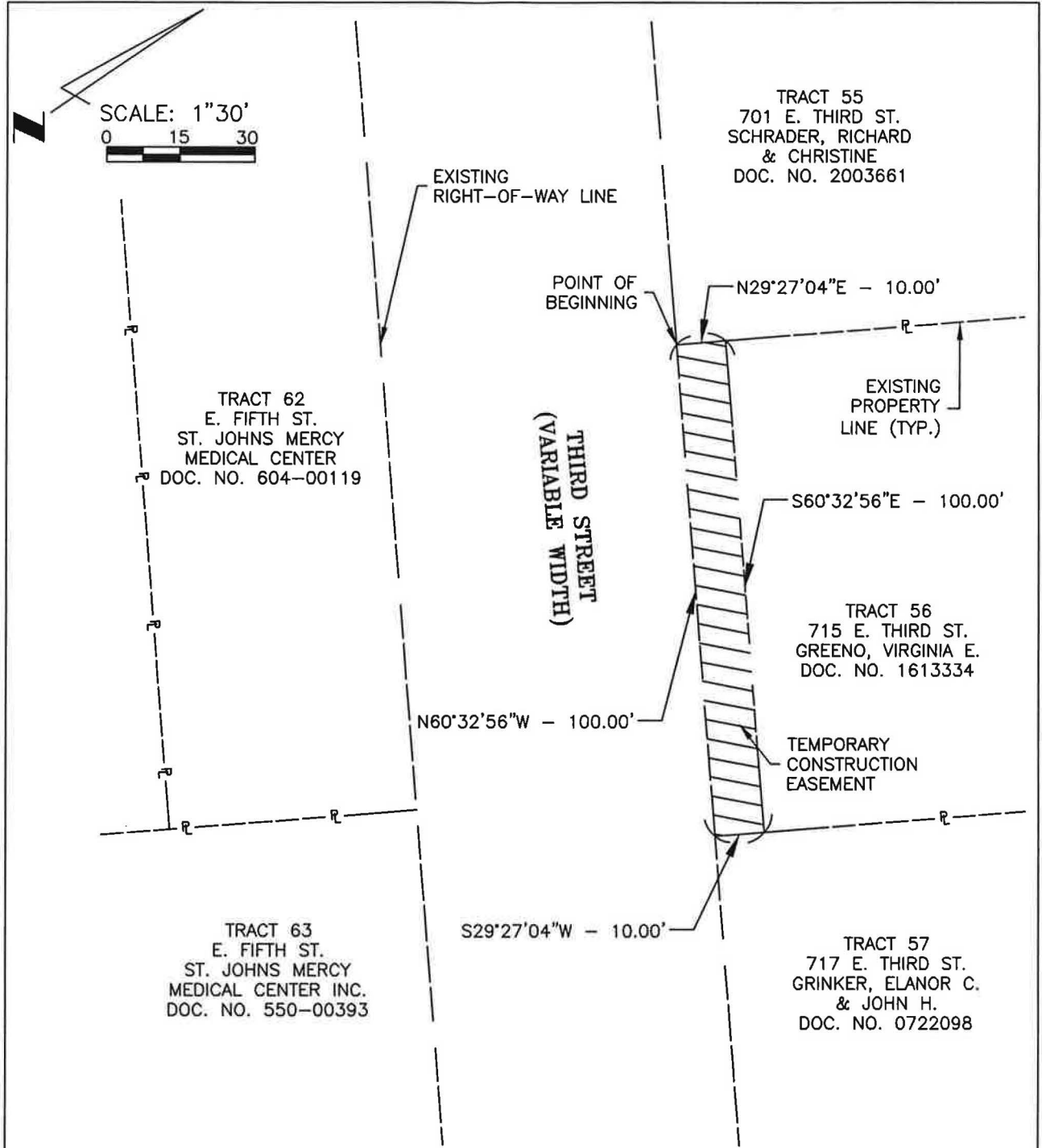
EXHIBIT A

May 2022
City of Washington
Third Street Overlay and Improvements Project – Sidewalk

Description: 715 E. Third Street, Washington, Missouri 63090
Tract 56
Temporary Construction Easement

A part of a tract of land as recorded in Document Number 1613334 of the Franklin County Records, being situated in Section 23, Township 44 North, Range 1 West of the Fifth Principal Meridian, and being more particularly described as follows:

Commencing at a found iron rod with cap at the southernmost corner of Lot 3, Block 2 of the Original Town of Washington, as recorded in Plat Book 'A', Page 26 of the Franklin County Records; thence S67°37'48"E 1,832.23 feet to the centerline of Third Street (variable width); thence leaving said centerline N29°19'24"E 30.64 feet to a point in the existing north right-of-way of Third Street, said point being the point of beginning of the tract of land herein described; thence leaving said existing north right-of-way N29°27'04"E 10.00 feet along the existing west property line of a tract of land as described in Document Number 1613334 of the Franklin County Records; thence leaving said existing west property line S60°32'56"E 100.00 feet to the existing east property line of said tract of land; thence with said existing east property line S29°27'04"W 10.00 feet to the existing north right-of-way of Third Street; thence with said existing north right-of-way N60°32'56"W 100.00 feet to the point of beginning containing 1,000 square feet, the location of which is shown graphically on the attached Exhibit "B". Subject to any and all easements, restrictions, conditions, etc. of record.



A TRACT OF LAND BEING PART OF
SECTION 23, TOWNSHIP 44 NORTH, RANGE 1 WEST
DOCUMENT NO. 2003661
FRANKLIN COUNTY, MISSOURI

Tii

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN EASEMENT DEED BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
ELEANOR C. AND JOHN H. GRINKER

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Easement Deed by and between the City of Washington, Missouri and Eleanor C. and John H. Grinker, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

7jj

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Tjs

EXHIBIT I

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 2022, by and between Eleanor C. and John H. Grinker, single persons, whose address is 717 E. Third St, Washington, Missouri 63090, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantors**, 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 Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of a Sidewalk on Third Street, in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantors** adjoining the temporary construction easement and the right of traveling over said 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 temporary construction easement.

7jjs

The easement granted herein shall commence on the date of recording of this Agreement and shall be used by the Grantee solely for the purpose of completing the Project. The easement granted herein shall automatically terminate and be of no further force or effect upon the earlier of: (i) December 31, 2024, or (ii) completion of the Project.

Upon completion of the Project, or at the end of the term of the easement, whichever is sooner, Grantee shall clean up and remove from the Easement Parcel, and surrounding area, all construction debris and materials relating to the Project, and shall restore any portions of the Easement Parcel, and surrounding area, affected by Grantee's entry or use to their original condition, including, but not limited to, repairing any damage done to curbing and/or paved areas, and grading, seeding, and covering with straw any grass area disturbed by Grantee's entry or use.

The Grantors 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 Grantors covenants to and with the 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, the 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 the lawful 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 has executed these presents the day and year first above written.

GRANTOR

By: Eleanor C. Grinker
Eleanor C. Grinker

By: John H. Grinker
John H. Grinker

7jj

GRANTEE

James D. Hagedorn, Mayor

SEAL:

Attest:

Sherri Klekamp, City Clerk

STATE OF MISSOURI)
) SS:
COUNTY OF Franklin)

On this 3rd day of June, 2022, before me personally appeared Eleanor C. Grinker, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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: May 16, 2026 Gina L Vanek
Notary Public

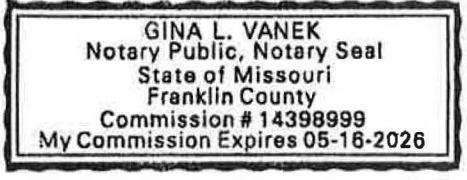


STATE OF MISSOURI)
) SS:
COUNTY OF Franklin)

On this 2nd day of June, 2022, before me personally appeared John H. Grinker, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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: May 16, 2026 Gina L Vanek
Notary Public



tjj

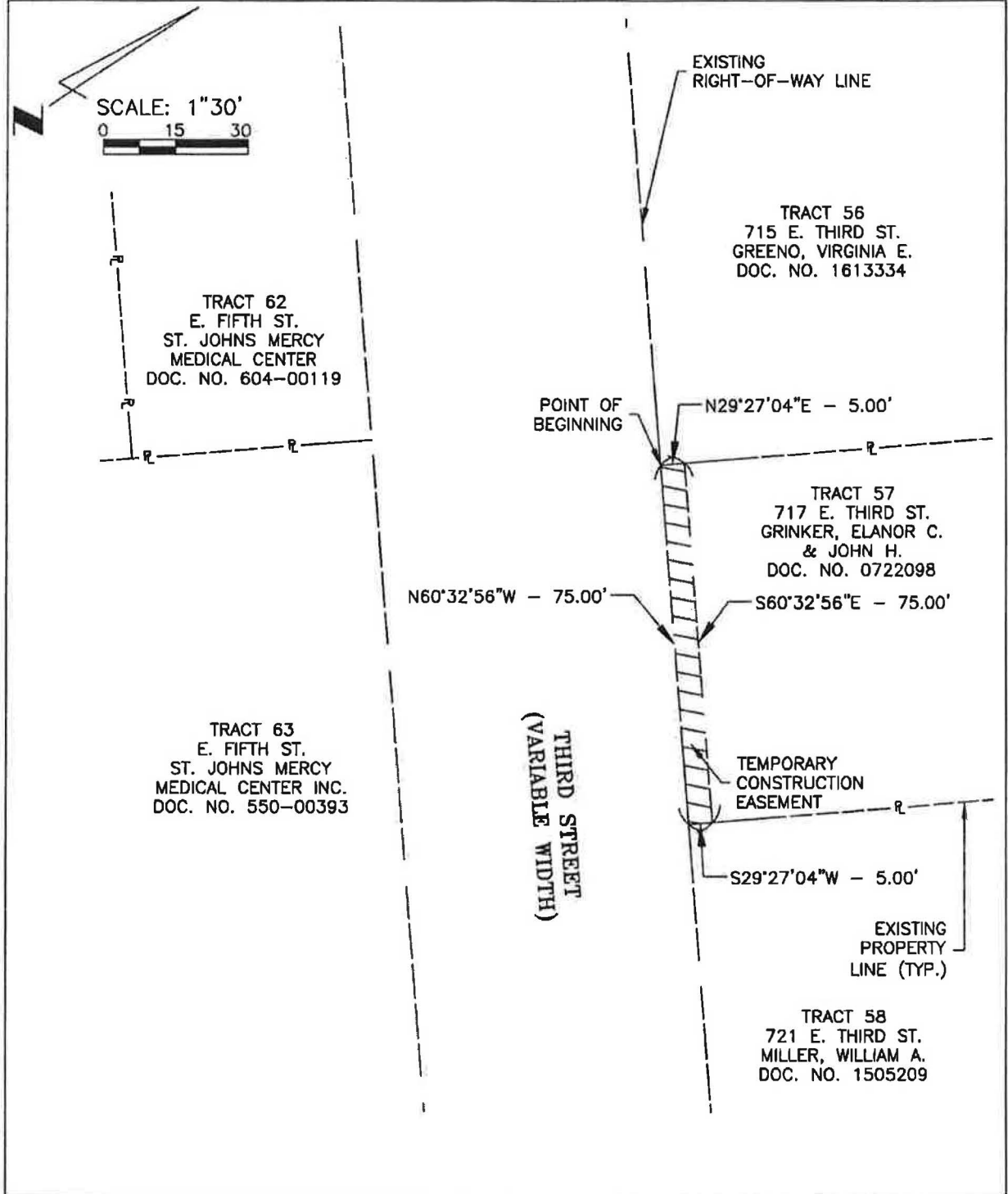
EXHIBIT A

May 2022
City of Washington
Third Street Overlay and Improvements Project - Sidewalk

Description: 717 E. Third St, Washington, Missouri 63090
Tract 57
Temporary Construction Easement

A part of a tract of land as recorded in Document Number 0722098 of the Franklin County Records, being situated in Section 23, Township 44 North, Range 1 West of the Fifth Principal Meridian, and being more particularly described as follows:

Commencing at a found iron rod with cap at the southernmost corner of Lot 3, Block 2 of the Original Town of Washington, as recorded in Plat Book 'A', Page 26 of the Franklin County Records; thence S64°17'08"E 2006.85 feet to the centerline of Third Street (variable width); thence leaving said centerline N29°19'24"E 30.25 feet to a point in the existing north right-of-way of Third Street, said point being the point of beginning of the tract of land herein described; thence leaving said existing north right-of-way N29°27'04"E 5.00 feet along the existing west property line of a tract of land as described in Document Number 0722098 of the Franklin County Records; thence leaving said existing west property line S60°32'56"E 75.00 feet to the existing east property line of said tract of land; thence along said existing east property line S29°27'04"W 5.00 feet to the existing north right-of-way of Third Street; thence with said existing north right-of-way N60°32'56'W 75.00 feet to the point of beginning containing 375 square feet, the location of which is shown graphically on the attached Exhibit "B". Subject to any and all easements, restrictions, conditions, etc. of record.



A TRACT OF LAND BEING PART OF
SECTION 23, TOWNSHIP 44 NORTH, RANGE 1 WEST
DOCUMENT NO. 0722098
FRANKLIN COUNTY, MISSOURI

tjs

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN EASEMENT DEED BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
ASHLEY CHRISTINE SMITH AND LEVI LEBBIUS BALL

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Easement Deed by and between the City of Washington, Missouri and Ashley Christine Smith and Levi Lebbius Ball, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

TKK

EXHIBIT I

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 2022, by and between Ashley Christine Smith and Levi Lebbius Ball, whose address is 721 East Third Street, Washington, Missouri 63090, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **Grantee**.

Witnesseth, that the **Grantors**, 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 Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of a Sidewalk on Third Street, in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantors** adjoining the temporary construction easement and the right of traveling over said 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 temporary construction easement.

The easement granted herein shall commence on the date of recording of this Agreement and shall be used by the **Grantee** solely for the purpose of completing the Project. The easement

TKK

granted herein shall automatically terminate and be of no further force or effect upon the earlier of: (i) December 31, 2024, or (ii) completion of the Project.

Upon completion of the Project, or at the end of the term of the easement, whichever is sooner, **Grantee** shall clean up and remove from the Easement Parcel, and surrounding area, all construction debris and materials relating to the Project, and shall restore any portions of the Easement Parcel, and surrounding area, affected by **Grantee's** entry or use to their original condition, including, but not limited to, repairing any damage done to curbing and/or paved areas, and grading, seeding, and covering with straw any grass area disturbed by **Grantee's** entry or use.

The **Grantors** agree 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 **Grantors** covenants to and with the **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, the **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 the lawful 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** has executed these presents the day and year first above written.

GRANTOR

By: _____
Ashley Christine Smith

By: _____
Levi Lebbius Ball

GRANTEE

James D. Hagedorn, Mayor

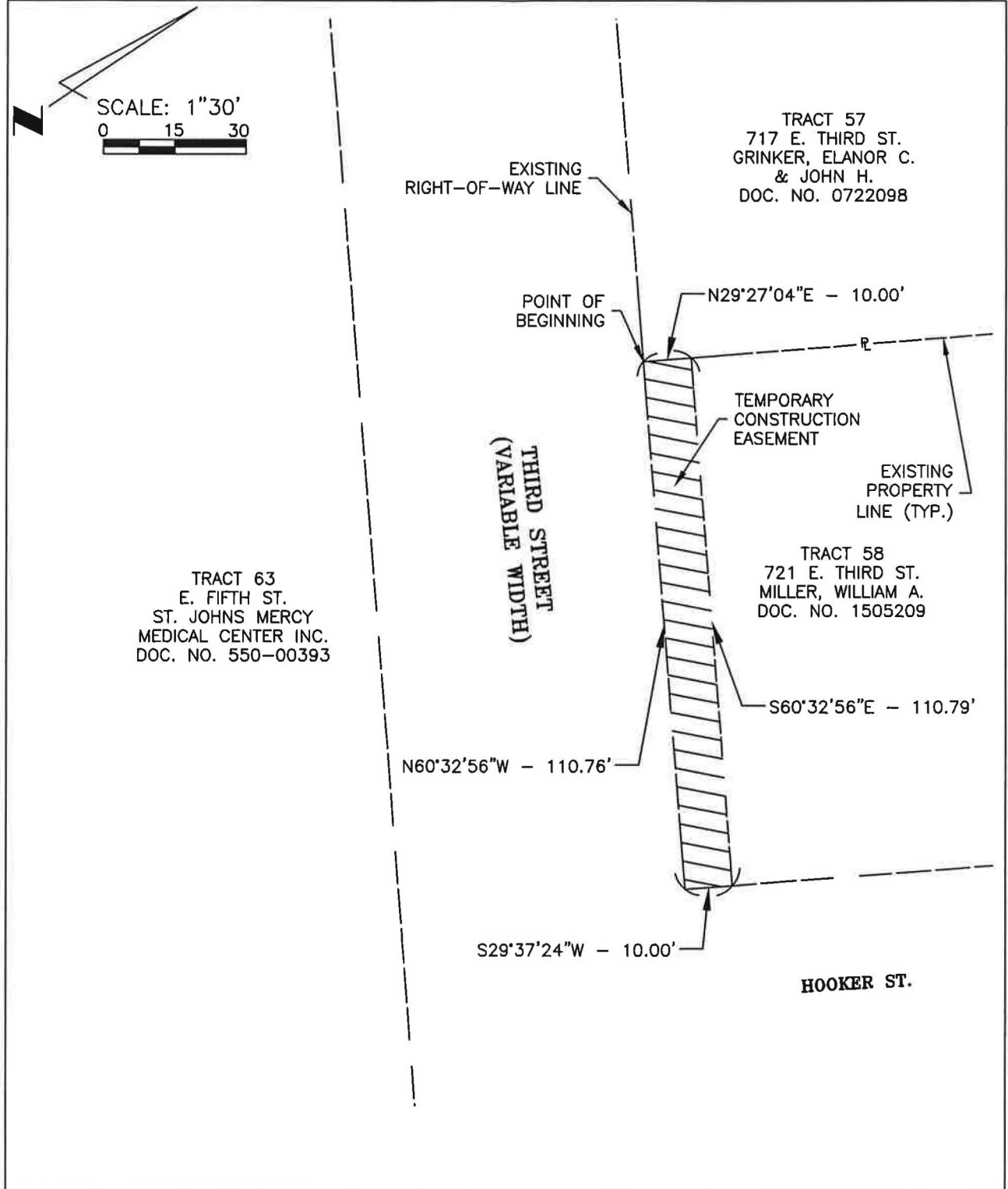
EXHIBIT A

May 2022
City of Washington
Third Street Overlay and Improvements Project – Sidewalk

Description: 721 E. Third Street, Washington, Missouri 63090
Tract 58
Temporary Construction Easement

A part of a tract of land as recorded in Document Number 0722098 of the Franklin County Records, being situated in Section 23, Township 44 North, Range 1 West of the Fifth Principal Meridian, and being more particularly described as follows:

Commencing at a found iron rod with cap at the southernmost corner of Lot 3, Block 2 of the Original Town of Washington, as recorded in Plat Book 'A', Page 26 of the Franklin County Records; thence $S64^{\circ}17'08''E$ 2,006.85 feet to the centerline of Third Street (variable width); thence leaving said centerline $N29^{\circ}19'24''E$ 30.25 feet to a point in the existing north right-of-way of Third Street, said point being the point of beginning of the tract of land herein described; thence leaving said existing north right-of-way $N29^{\circ}27'04''E$ 10.00 feet along the existing west property line of a tract of land as described in Document Number 1505209 of the Franklin County Records; thence leaving said existing west property line $S60^{\circ}32'56''E$ 110.79 feet to the existing west right-of-way of Hooker Street; thence with said existing west right-of-way $S29^{\circ}37'24''W$ 10.00 feet to the existing north right-of-way of Third Street; thence with said existing north right-of-way $N60^{\circ}32'56''W$ 110.76 feet to the point of beginning containing 1,108 square feet, the location of which is shown graphically on the attached Exhibit "B". Subject to any and all easements, restrictions, conditions, etc. of record.



A TRACT OF LAND BEING PART OF
SECTION 23, TOWNSHIP 44 NORTH, RANGE 1 WEST
DOCUMENT NO. 1505209
FRANKLIN COUNTY, MISSOURI

TKK

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF AN EASEMENT DEED BY AND
BETWEEN THE CITY OF WASHINGTON, MISSOURI AND
MERCY HOSPITALS EAST COMMUNITIES

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Easement Deed by and between the City of Washington, Missouri and Mercy Hospitals East Communities, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Easement Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I

EASEMENT DEED

THIS DEED made and entered into this _____ day of _____, 2022, by and between **Mercy Hospitals East Communities**, whose address is 615 S. New Ballas Rd., St. Louis, MO 63141, **Grantor**, and the **City of Washington, Missouri**, 405 Jefferson Street, Washington, Missouri 63090, a third class city and municipal corporation of the State of Missouri, **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 Temporary Construction Easement** for the following purposes:

to assist and enable any and all construction related activities relating to the construction, reconstruction, repair, opening, widening, extending or altering of a Sidewalk on Third Street (the "**Project**"), in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference) (the "**Easement Parcel**")

together with the right of ingress to and egress from the temporary construction easement or the premises of the **Grantor** adjoining the temporary construction easement and the right of traveling over said 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 temporary construction easement.

The easement granted herein shall commence on the date of recording of this Agreement and shall be used by the Grantee solely for the purpose of completing the Project. The easement

granted herein shall automatically terminate and be of no further force or effect upon the earlier of: (i) December 31, 2024, or (ii) completion of the Project.

Upon completion of the Project, or at the end of the term of the easement, whichever is sooner, **Grantee** shall clean up and remove from the Easement Parcel, and surrounding area, all construction debris and materials relating to the Project, and shall restore any portions of the Easement Parcel, and surrounding area, affected by **Grantee's** entry or use to their original condition, including, but not limited to, repairing any damage done to curbing and/or paved areas, and grading, seeding, and covering with straw any grass area disturbed by **Grantee's** entry or use.

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.

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** has executed these presents the day and year first above written.

GRANTOR

Mercy Hospitals East Communities

By: _____
Name: _____
Title: _____

GRANTEE

James D. Hagedorn, Mayor

EXHIBIT A

May 2022
City of Washington
Third Street Overlay and Improvements Project - sidewalk

Description: 851 E. Fifth Street, Washington, Missouri 63090
Tract 64
Temporary Construction Easement

TEMPORARY CONSTRUCTION EASEMENT #1

A part of a tract of land as recorded in Book 315, Page 538 of the Franklin County Records, being situated in Section 23, Township 44 North, Range 1 West of the Fifth Principal Meridian, and being more particularly described as follows:

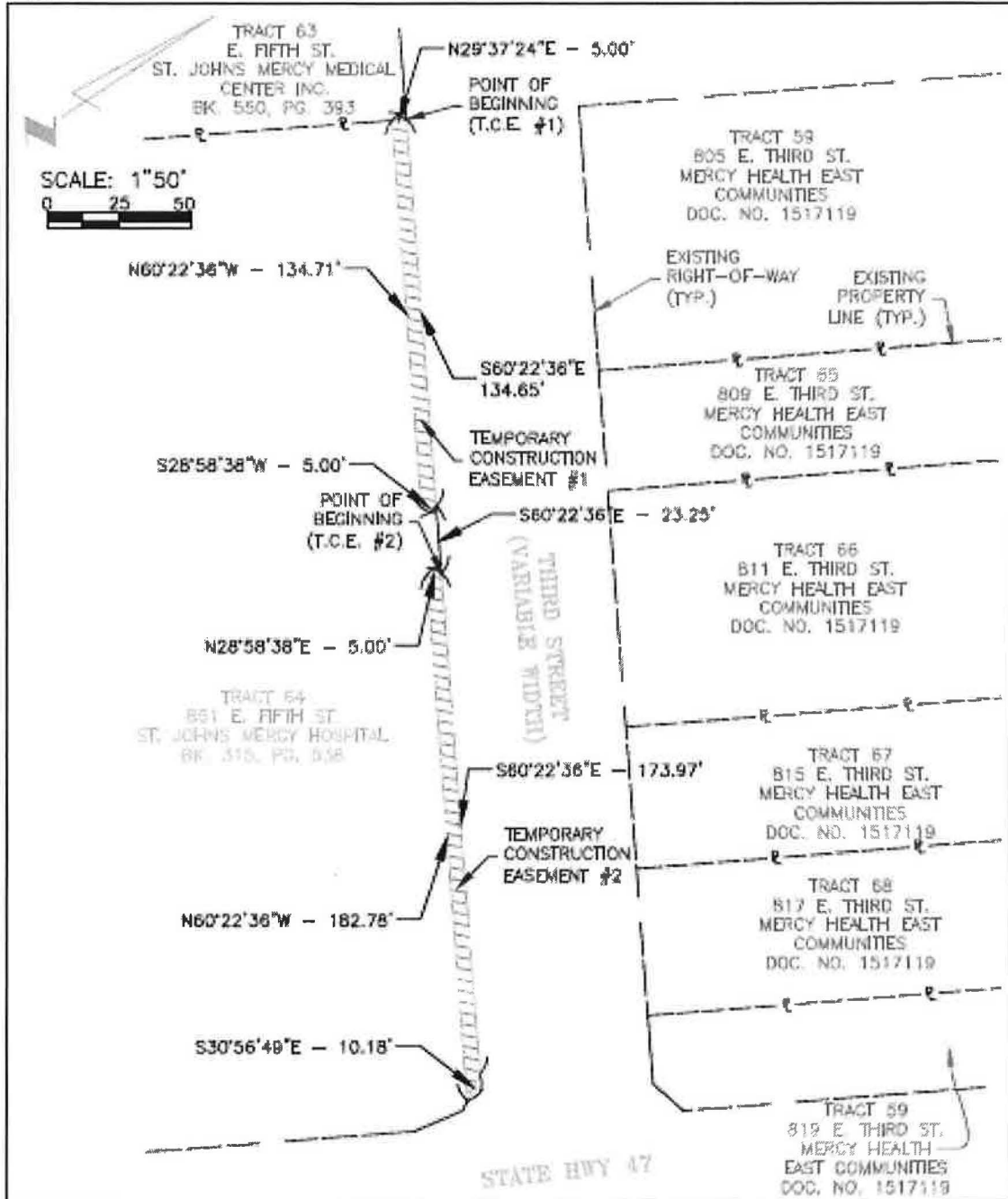
Commencing at a found iron rod with cap at the southernmost corner of Lot 3, Block 2 of the Original Town of Washington, as recorded in Plat Book 'A', Page 26 of the Franklin County Records; thence S63°59'42"E 2,176.94 feet to the centerline of Third Street (variable width); thence leaving said centerline S29°37'24"W 30.25 feet to a point in the existing south right-of-way of Third Street, said point being the point of beginning of the tract of land herein described; thence with said existing south right-of-way S60°22'36"E 134.65 feet; thence leaving said existing south right-of-way S28°58'38"W 5.00 feet; thence N60°22'36"W 134.71 feet to the existing west property line of a tract of land as described in Book 315, Page 538 of the Franklin County Records; thence with said existing west property line N29°37'24"E 5.00 feet to the point of beginning containing 673 square feet, the location of which is shown graphically on the attached Exhibit "B". Subject to any and all easements, restrictions, conditions, etc. of record.

TEMPORARY CONSTRUCTION EASEMENT #2

A part of a tract of land as recorded in Book 315, Page 538 of the Franklin County Records, being situated in Section 23, Township 44 North, Range 1 West of the Fifth Principal Meridian, and being more particularly described as follows:

Commencing at a found iron rod with cap at the southernmost corner of Lot 3, Block 2 of the Original Town of Washington, as recorded in Plat Book 'A', Page 26 of the Franklin County Records; thence S63°45'10"E 2,334.73 feet to the centerline of Third Street (variable width); thence leaving said centerline S29°37'24"W 30.00 feet to a point in the existing south right-of-way of Third Street, said point being the point of beginning of the tract of land herein described; thence with said existing south right-of-way the following courses: S60°22'36"E 173.97 feet; S30°56'49"E 10.18 feet; thence leaving said existing south right-of-way N60°22'36"W 182.78 feet; thence N28°58'38"E 5.00 feet to the point of beginning containing 892 square feet., the location of which is shown graphically on the attached Exhibit "B". Subject to any and all easements, restrictions, conditions, etc. of record.

The total area encompassed by the two above described tracts of land (Temporary Construction Easement #1 and Temporary Construction Easement #2) is 1,565 square feet.



A TRACT OF LAND BEING PART OF
 SECTION 23, TOWNSHIP 44 NORTH, RANGE 1 WEST
 BOOK 315, PAGE 538
 FRANKLIN COUNTY, MISSOURI



July 12, 2022

Honorable Mayor and City Council
City of Washington
Washington, Missouri

RE: File No. 21-1207-Preliminary Plat-River Place Subdivision Plat II

Dear Mayor and Council Members:

At the regular meeting of the Planning & Zoning Commission, held on Monday, July 11, 2022 the Commission reviewed and approved the above request with a unanimous vote in favor.

Sincerely,

A handwritten signature in blue ink, appearing to read "Samantha C. Wacker", is written over the word "Sincerely,".

Samantha C. Wacker
Chair Pro Tem
Planning & Zoning Commission

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: December 13, 2021 (Updated July 11, 2022)

Re: File # 21-1207

Synopsis: The applicant is requesting approval of the preliminary plat for River Place Subdivision Plat II

Adjacent Land Use /Zoning Matrix		
	Existing Land Use	Existing Zoning
North	Law Office	C-3
South	Athletic Field	C-3
East	Bleckmen's	C-3
West	Townhomes	C-3

Analysis:

Update from July 2022

The applicant is wishing to update the preliminary plat prior to final plat approval at City Council. This updated plat shows a new common ground layout to the rear of the lot for cleaner access to the new lots and the existing lots on Front Street. This updated plat functions the same as before, but allows recorded access for lots 2A and 3A. Staff sees no issue with approving this update.

Staff report from December, 2021

The applicant has submitted a preliminary plat for River Place Subdivision Plat II on property located on West Main and Olive Streets. The plat consists of a 6-lot town-home subdivision in the C-3 Downtown Zoning District. This district allows for no minimum lot size and zero setbacks in certain circumstances. The proposed plat meets the minimum requirements of the zone district.

The proposed plat also shows common area and a fire lane to the rear allowing for proper fire access without having to revise a future plat. Water and Sewer will need to be extended to access every lot for a final plat. Stormwater retention will also have to be addressed. Once building plans are submitted, staff will determine if a Special Use Permit will be required for Lot 1 if they intend to utilize a zero setback.

The plat meets the minimum requirements set forth in City Code and the proposed density and layout meets the requirements and intent of the C-3 Downtown District.

Recommendation:

Staff recommends approval of the preliminary plat for River Place Subdivision Plat II.

CITY OF WASHINGTON, MISSOURI
Department of Planning and Engineering Services
405 Jefferson Street • Washington, Missouri 63090
636.390.1010 phone • 636.239.4649 fax

PRELIMINARY PLAT APPLICATION

Date: 11/30/21

Applicant Information:

Name: Brandon Panhorst Phone: 636-231-4323

Address: 103 Elm Street Washington MO 63090

Do you own the subject property? Yes No

If not, please provide ownership information here:

Name: Main & Olive LLC, Robert Z, Kurt V, David P, Kevin R, Sean B Phone: 636-239-1616

Address: W. Main Street and Olive Street

Name of Proposed Subdivision: River Place Subdivision Plat II

Number of Lots Proposed: 8 Zoning District(s): C-3

Two copies of a detailed plat of the subject property must accompany this request.

Fee: Seventy-five dollars (\$75.00) for the first two lots, plus seven dollars (\$7.00) for each lot in excess of two. This fee must be paid to the City of Washington at the time this application is filed.






APPLICANT'S SIGNATURE:



APPLICANT/COMPANY NAME (Printed):

Brandon Panhorst, BFA

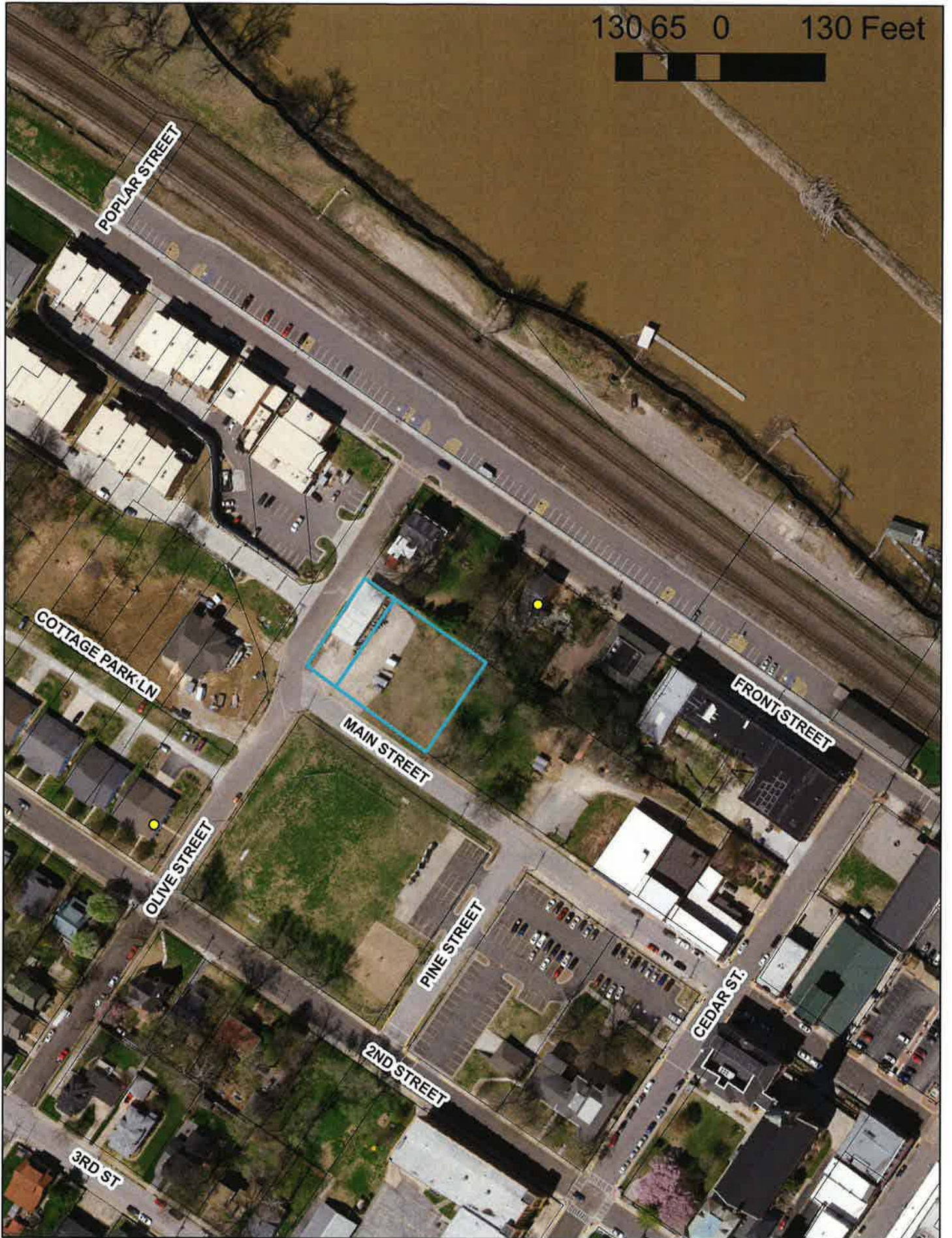
LANDOWNER SIGNATURE(s):

LANDOWNER NAME (Printed):

Robert Z, Kurt V, David P, Kevin R, Sean B

130 65 0 130 Feet

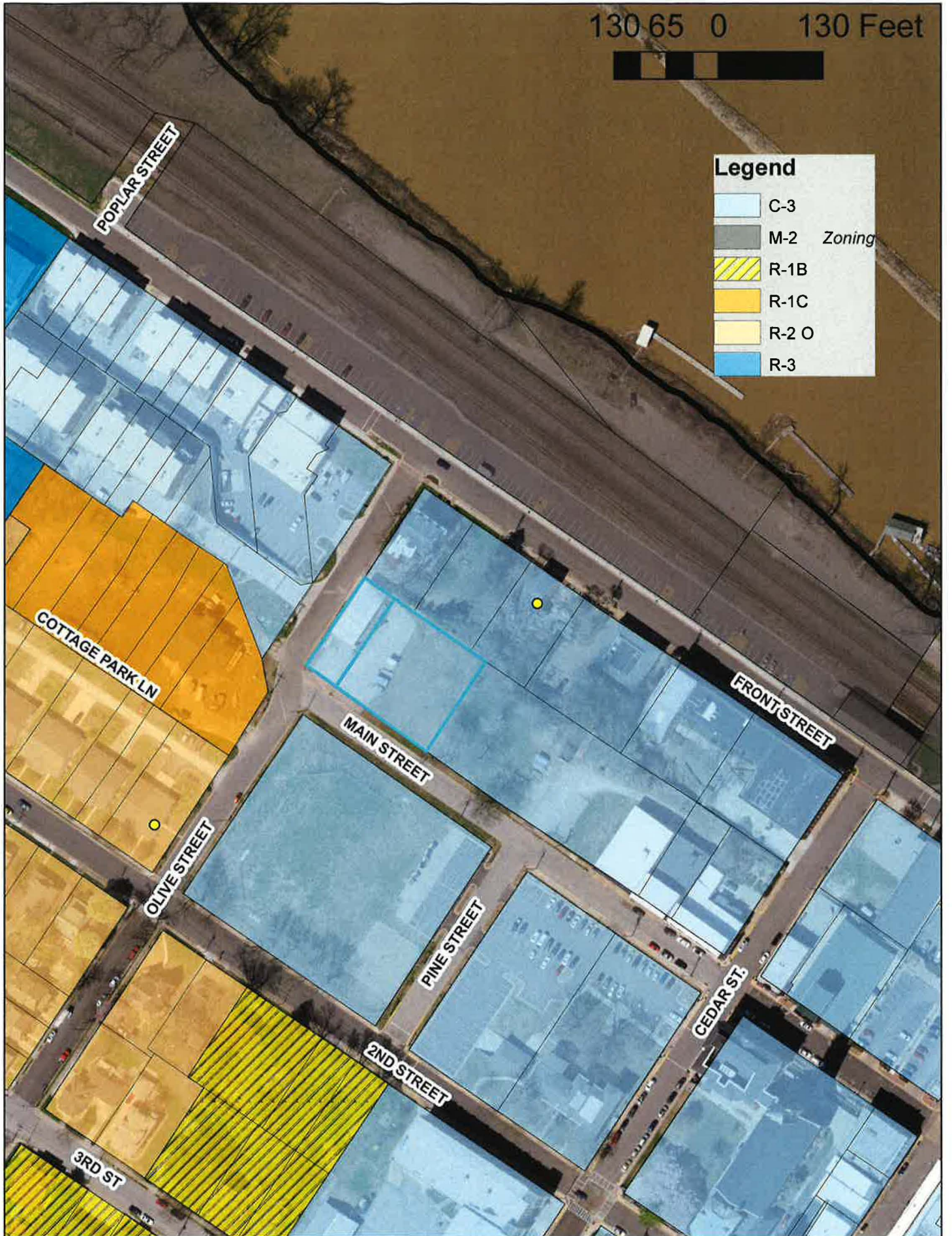


130 65 0 130 Feet



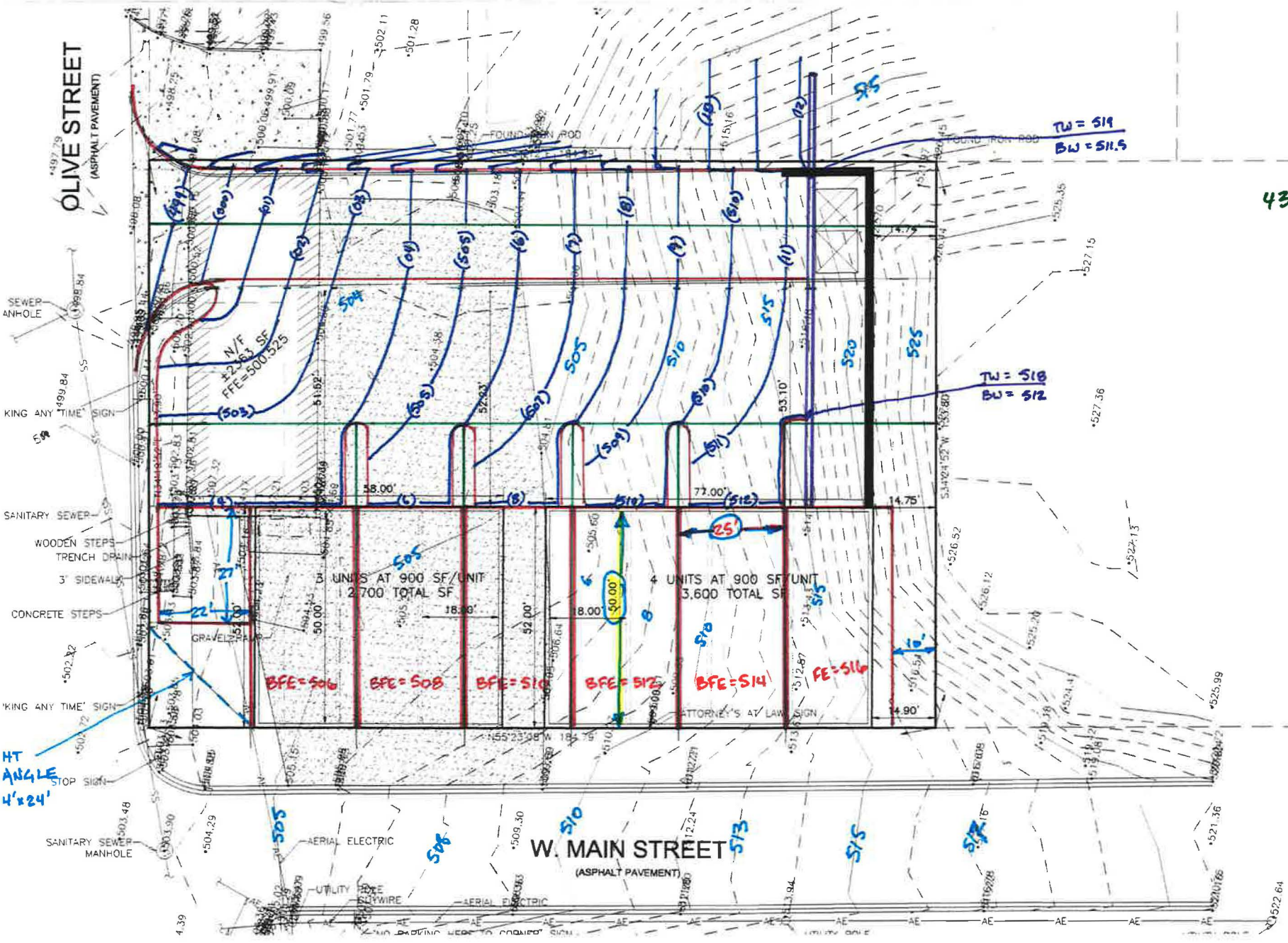
Legend

	C-3	
	M-2	Zoning
	R-1B	
	R-1C	
	R-2 O	
	R-3	



10

4353F



BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE FINAL PLAT OF RIVER PLACE
SUBDIVISION PLAT II, IN THE CITY OF WASHINGTON, FRANKLIN
COUNTY, MISSOURI

WHEREAS, the final plat of River Place Subdivision Plat II, in the City of
Washington, Franklin County, Missouri, has been submitted to the City for approval; and

WHEREAS, the City Council granted preliminary plat approval of this subdivision
on Monday, July 18, 2022; and

WHEREAS, the City Clerk and City Engineer have certified that the required
improvements have not been completed; however a Performance Contract is attached hereto
and marked as Exhibit A to see that they shall be completed per the City Code.

NOW, THEREFORE, be it ordained by the Council of the City of Washington,
Missouri, as follows:

SECTION 1: The final plat of River Place Subdivision Plat II in the City of
Washington, Missouri, is hereby approved and the same is ordered recorded with the
Franklin County, Missouri, Recorder of Deeds.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby
repealed.

SECTION 3: This ordinance shall be in full force and effect from and after its
passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT A

PERFORMANCE CONTRACT

Whereas, the Code of the City of Washington, Missouri provides in Section 410.035(G)(5) that all minimum improvements shall be installed and approved in a subdivision before the final plat of the subdivision is submitted to the City of Washington, Missouri, unless written approval is given by the City Council to complete said improvements as the subdivision is developed; and

Whereas, pursuant to Section 410.035(G)(5), in lieu of the completion of the minimum improvements previous to the final approval of a plat, the City Council shall accept, at the option of the developer, an escrow secured with cash or an irrevocable letter of credit deposited with the City, or the City may accept a surety bond and such bond shall be in an amount and with surety and other reasonable conditions, providing for and securing the actual construction and installation of the minimum improvements; and

Whereas, the undersigned owner has requested the City Council of the City of Washington, Missouri, to grant final plat approval of "River Place Subdivision Plat II", even though all minimum improvements have not been installed and approved; and

Whereas, the City Engineer has determined that the amount of Twenty One Thousand Nine Hundred and Thirty Three dollars (\$21,933.00) is equal to the cost of constructing, erecting and installing all improvements and utilities as shown on the Subdivision Improvement Plans not yet constructed, erected and installed.

Now, Therefore, in consideration of the acceptance and final plat approval by the City Council of the City of Washington, Missouri, of the "River Place Subdivision Plat II", and in accordance with Section 410.035(G)(5) of the Code of the City of Washington, Missouri, the undersigned hereby agrees to furnish the City of Washington, Missouri, at the undersigned's option, an irrevocable letter of credit or an escrow secured with cash, in the amount Twenty One Thousand Nine Hundred Thirty Three Dollars (\$21,933.00), equal to the cost of constructing, erecting and installing all improvements and utilities as shown on the Subdivision Improvement Plans not yet constructed, erected and installed, as determined by the City Engineer. The City of Washington, Missouri may accept, in lieu of an irrevocable letter of credit or an escrow secured with cash, a surety bond with surety in an amount and with surety and other reasonable conditions, providing for and securing

the actual construction and installation of the improvements and utilities shown on the Subdivision Improvement Plans not yet constructed, erected and installed as determined by the City Engineer.

It is further understood and agreed the undersigned shall complete construction and installation of the improvements and shown on the Subdivision Improvement Plans not yet constructed, erected and installed as determined by the City Engineer within twenty four (24) months of the date hereof.

It is further understood and agreed to that no utility service connections or occupancy permits shall be issued to the owner, or to any other person, firm, corporation, association or partnership, for any structure, unless and until all utilities and improvements have been constructed, erected and installed in said structure and upon lots on which said structure is situated in accordance with the Subdivision Improvement Plans.

It is hereby further understood and agreed that no occupancy permit shall be issued to the owner or any other person, firm, corporation, association or partnership for any structure on any street that is not completed in front of or adjacent to such lots upon which such structure is situated.

Dated this _____ day of _____, 2022.

Owner/Subdivider/Divider/Applicant

Name and Title

Company Name

City of Washington, Missouri

Mayor

Seal:

Attest:

City Clerk