

**REGULAR MEETING OF WASHINGTON, MISSOURI CITY COUNCIL
TUESDAY, JANUARY 17, 2023 - 7:00 P.M.
COUNCIL CHAMBER, 405 JEFFERSON STREET, WASHINGTON, MISSOURI**

**SUGGESTED
COUNCIL ACTION**

1. INTRODUCTORY ITEMS:

Roll Call / Pledge of Allegiance
Approval of the Minutes from the January 3, 2023 Council Meeting

Need Motion/Mayor Memo

Approval and Adjustment of Agenda including Consent Agenda

Need Motion/Mayor Memo

- a. Collector’s Report Summary – September 2022
- b. Investment Report Summary – September 2022
- c. Collector’s Report Summary – October 2021 – September 2022
- d. 2019 Landfill Tickets Destruction Request
- e. Final Payment Request – Phoenix Park Playground Fence

2. PRIORITY ITEMS:

- a. Certificate of Appreciation – Washington Lions Club

Mayor

Mayor’s Presentations, Appointments & Reappointments

3. PUBLIC HEARINGS:

- a. Special Use Permit – 1104 Jefferson Street – Short Term Rental
- b. An ordinance granting a special use permit to utilize 1104 Jefferson Street as a vacation rental in the City of Washington, Franklin County, Missouri.

Accept Into Minutes Memo

Read/Second/Vote/Mayor Memo

4. CITIZENS COMMENTS:

5. UNFINISHED BUSINESS:

6. REPORT OF DEPARTMENT HEADS:

- a. 2022 Building Report
- b. Downtown Washington, Inc. Annual Report
- c. Sporlan Valve Plant No. 1 Update
- d. Rabbit Trail Drive/Phoenix Center Drive/International – CMAQ Application

Accept Into Minutes

Approve/Mayor Memo

Discussion

Discussion

7. ORDINANCES/RESOLUTIONS:

- a. An ordinance imposing a sales tax at a rate of three percent on all tangible personal property retail sales of adult use marijuana sold within the City of Washington, Missouri, pursuant to Article XIV, Section 2.6(5) of the Missouri Constitution subject to the approval by the voters of the City at the General Municipal Election to be held on April 4, 2023; designating the form of ballot; and directing the City Clerk to provide notice of said election.

Read & Int/Read/Vote/Mayor

b.	An ordinance authorizing and directing the execution of a use agreement by and between the City of Washington, Missouri and the Missouri State Highway Patrol.	Read/Second/Vote/Mayor	Memo
c.	An ordinance authorizing and directing the execution of an easement deed by and between the City of Washington, Missouri and Marsha Kjellberg.	Read/Second/Vote/Mayor	Memo
d.	An ordinance amending Ordinance No. 22-13581 and enacting in lieu thereof an ordinance authorizing and directing the execution of an easement deed by and between the City of Washington, Missouri and Charles C. Schroepfer.	Read/Second/Vote/Mayor	Memo
e.	An ordinance authorizing and directing the execution of a temporary construction easement agreements by and between the City of Washington, Missouri and LB Jr & William W Eckelkamp Trs, St Peters United Church of Christ, Kevin R & Brenda S Peters, Sal Maniaci, Richard T Moore & Angela J Mosbach, Debie L Brewer, Louis B Eckelkamp Inc., Anders Holdings LLC, Roger C & Deborah A Aholt Joint Revocable Trust, Stacie M Edwards, Eckelkamp Enterprises LLC, Cowboys Holdings LLC, 4 ZS Enterprises LLC, Geneva Lakes LLC, Caleb Thomas, Tina M Behlmann Revocable Trust, Jayne M Barringhaus, Morgan Moorhead & Justin Lowrance, Franklin County Vacuum LLC, Michel E Vollmer, Ralph F & Marceline Teague, Adam D Vehige, Jimmy L & Carly T Cooper, Molly Femmer, Michael & Molly Root Joint Living Trust, Darren E & Amy L Hellmann, Eckelkamp Inv Co, Eckelkamp Ent, Jefferson Street Developers LLC, Parker-Hannifin Corp, Harms-Troesser Properties LLC, Arco Properties LLC, Veterans of Foreign Wars, Big Boys Properties LLC, Midwest Real Estate Company LLC, Barry J Grus Revocable Trust, Brinker Joint Revocable Trust, Donna M Woolery, Alta M Smith, Kleekamp Brothers Dev LLC, BVE Holdings LLC, Weiss Property Management LLC, Gary A & Donna J Hamann Joint Revocable Trust, Jeremy & Jennifer Bryant, Roger & Susan Langkopf, Roger D & Susan L Langkopf, Uptick Enterprises LLC, Daniel F & Kayce A Strohmeyer, Jerome F Kuenzel Revocable Living Trust & Donna M Kuenzel Revocable Living Trust, Loretta Kossakowski, Dominica Diane Alfermann, Allen Revocable Trust, 1400 Jefferson LLC, Union Electric Co, JDTF Family Properties LLC, Rockwood Asset Management 6 LLC, Cataldo & Liberata S Alu and Lester A Stumpe Trust Etal	Read/Second/Vote/Mayor	Memo
f.	An ordinance authorizing and directing the execution of a contract agreement with N.B. West Contracting Company for the 2023 Overlay Project and Amend the 2023 Budget.	Read/Second/Vote/Mayor	Memo
g.	An ordinance approving Amendment No. 1 to the development plan for acquisition of an industrial tract commonly known as the Richard Oldenburg Industrial Park providing for the sale of a lot to Precoat Metal Washington, LLC.	Read/Second/Vote/Mayor	Memo
h.	An ordinance approving a boundary adjustment for Wash Mo Main Street Development Plat in the City of Washington, Franklin County, Missouri.	Read & Int/Read/Vote/Mayor	
i.	A resolution authorizing the City of Washington, Missouri to apply for funding through the East-West Gateway Council of Governments to provide for the Third Street Roadway and ADA Compliance Project in the City of Washington, Franklin County, Missouri.	Read/Second/Vote/Mayor	Memo
8.	<u>COMMISSION, COMMITTEE AND BOARD REPORTS:</u>		
a.	Preliminary Plat Approval – Richard Oldenburg Industrial Park Plat 1	Accept/Approve/Mayor	Memo
b.	An ordinance approving the final plat of Richard Oldenburg Industrial Park Plat 1 in the City of Washington, Franklin County, Missouri.	Read & Int/Read/Vote/Mayor	

9. MAYOR'S REPORT:

- a. Second Council Meeting in February – Tuesday, February 21, 2023 due to President's Day Holiday

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, JANUARY 11, 2023

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, JANUARY 3, 2023**

INTRODUCTORY ITEMS:

The Regular Meeting of the City of Washington, Missouri, City Council was held on Tuesday, January 3, 2023, 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	Absent
	Duane Reed	Present
Ward II	Mark Hidritch	Present
	Mark Wessels	Present
Ward III	Chad Briggs	Present
	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
	Public Works Director	John Nilges
	Parks Director	Wayne Dunker
	Police Chief	Jim Armstrong
	Emergency Management Director	Mark Skornia

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 December 19, 2022 Council Meeting

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

Approval and Adjustment of Agenda including Consent Agenda:

* Final Payment Request – 2022 Busch Creek Greenway Project

* Liquor License Approval – Tonino Cucina LLC dba Aldo’s Pizza

A motion to accept and approve the agenda including the consent agenda accordingly made by Councilmember Patke, seconded by Councilmember Hidritch, passed without dissent.

PRIORITY ITEMS:

Mayor's Presentations, Appointments & Re-Appointments:

- * None

PUBLIC HEARINGS

- * None

CITIZENS COMMENTS

- * Jonathan Hanna 5807 Steutermann Road addressed the Council regarding the potential panhandling ordinance.
- * Phil Marquart 533 East 11th Street addressed the Council regarding utilizing a Four Wheeler ATV as a mode of transportation.

UNFINISHED BUSINESS

- * None

REPORT OF DEPARTMENT HEADS

- * None

ORDINANCES/RESOLUTIONS

- * None

COMMISSION, COMMITTEE AND BOARD REPORTS

- * None

MAYOR'S REPORT

- * If you know of someone or see someone that is having a bad day, please say or do something.

CITY ADMINISTRATOR'S REPORT

- * Second Council Meeting in January – Tuesday, January 17, 2023 due to the MLK Holiday
- * Second Council Meeting in February – Tuesday, February 21, 2023 due to Presidents' Day Holiday

COUNCIL COMMENTS

- * Discussion on fiber optic companies tearing up streets and curbs.
- * Discussion on the painting of the Heritage Park Caboose.

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ADJOURNMENT

With no further business to discuss, a motion to adjourn made at 7:24 p.m. by Councilmember Patke, seconded by Councilmember Holtmeier passed without dissent.

Adopted: _____

Attest: _____
City Clerk

President of City Council

Passed: _____

Attest: _____
City Clerk

Mayor of Washington, Missouri

CITY OF WASHINGTON
 CITY COLLECTOR'S/TREASURER'S REPORT SUMMARY
 SEPTEMBER 2022

	City Collector's Report				Adjusted Cash Position					OVER (UNDER) FUNDED
	CASH BALANCE AS OF 9/1/2022	RECEIPTS	DISBURSEMENTS	CASH BALANCE AS OF 9/30/2022	LESS RESTRICTED CASH	LESS RESERVED CASH	CASH UNRESTRICTED	INVESTMENTS AS OF 9/30/2022	① LESS 15% / 25% DESIGNATED	
CASH FUNDS:										
GENERAL FUND ②	2,004,893.00	1,632,200.33	(1,464,309.88)	2,172,783.45	(66,935.35)	(9,943.05)	2,095,905.05	2,015,823.03	(1,665,393.30)	2,446,334.78
LIBRARY FUND ②	286,066.06	10,799.81	(75,318.33)	221,547.54	(196,559.44)	(51,160.79)	(26,172.69)	0.00	0.00	(26,172.69)
VOLUNTEER FIRE FUND	1,911,659.24	13,281.14	(126,645.91)	1,798,294.47	0.00	(26,222.78)	1,772,071.69	0.00	0.00	1,772,071.69
VEHICLE & EQUIPMENT REPLACEMENT FUND ②	843,744.89	20,263.69	0.00	864,008.58	0.00	0.00	864,008.58	0.00	0.00	864,008.58
STORM WATER IMPROVEMENT FUND	2,698,674.87	207,333.07	(746,957.53)	2,159,050.41	0.00	0.00	2,159,050.41	1,853,676.00	0.00	4,012,726.41
CAPITAL IMPROVEMENT SALES TAX FUND	1,575,444.09	296,085.78	(84,044.78)	1,787,485.09	0.00	0.00	1,787,485.09	0.00	0.00	1,787,485.09
TRANSPORTATION SALES TAX FUND ②	1,343,822.60	1,583,472.07	(361,872.90)	2,565,421.77	0.00	0.00	2,565,421.77	0.00	0.00	2,565,421.77
DEBT SERVICE C.O.P. FUND	1,736,133.29	370,064.59	0.00	2,106,197.88	(1,643,338.39)	0.00	462,859.49	0.00	0.00	462,859.49
DOWNTOWN TIF RPA-1 FUND	965,136.11	1,369.82	0.00	966,505.93	0.00	0.00	966,505.93	0.00	0.00	966,505.93
FRONT & MAIN TIF RPA-3 FUND	25,024.38	35.48	0.00	25,059.86	0.00	0.00	25,059.86	0.00	0.00	25,059.86
RHINE RIVER TIF RPA-2 FUND	468.26	0.66	0.00	468.92	0.00	0.00	468.92	0.00	0.00	468.92
WATER FUND	984,229.10	225,994.91	(827,758.55)	382,465.46	0.00	0.00	382,465.46	0.00	(397,743.50)	(15,278.04)
SEWAGE TREATMENT FUND	116,228.09	229,010.79	(547,557.80)	(202,318.92)	0.00	0.00	(202,318.92)	0.00	(581,544.75)	(783,863.67)
SOLID WASTE FUND	3,891,133.98	255,483.65	(309,420.39)	3,837,197.24	(7,065,570.22)	0.00	(3,228,372.98)	0.00	(796,010.75)	(4,024,383.73)
PHOENIX CENTER II CID FUND	4,818.81	53,734.44	(53,234.40)	5,318.85	0.00	0.00	5,318.85	0.00	0.00	5,318.85
TOTALS	\$ 18,387,476.77	\$ 4,899,130.23	\$ (4,597,120.47)	\$ 18,689,486.53	\$ (8,972,403.40)	\$ (87,326.62)	\$ 9,629,756.51	\$3,869,499.03	\$(3,440,692.30)	\$ 10,058,563.24

DELINQUENT CITY RE & PP TAXES COLLECTED THIS MONTH: \$ 3,204.35


 DARREN J. LAMB, CITY ADMINISTRATOR/DEPUTY CITY TREASURER


12/28/22
 DATE


 MARY J. SPRUNG, CPA FINANCE DIRECTOR/CITY COLLECTOR/CITY TREASURER

12/28/22
 DATE

- ① = Resolution No. 11-108880 15% = Fund Balance Reserved For General Operating Fund
 25% - Fund Balance Reserve For Enterprise Funds (Water, Sewer, and Solid Waste)
- ② = Annually in October, Transfers for debt service and subsidy allocations are done which may result in a negative cash balances until tax revenues come in at calendar year end.

CITY OF WASHINGTON MONTHLY INVESTMENT REPORT

 SEPTEMBER 2022	INVESTMENT DATE	INTEREST PERCENT	MATURITY DATE	BEGINNING ADJUSTED COST	ADJUSTED GAIN/(LOSS)	INVESTMENT INCOME	EXPENSE	SOLD/REINVESTED 10/01/21 - 09/30/22	ENDING ADJUSTED COST
	GOVERNMENT BONDS:								
US TRASURY BILL	8/11/2022	0.000%	7/13/2023	\$ 470,114.04	632.51	-	-	-	\$ 470,746.55
US TRASURY NOTE	7/27/2022	1.250%	7/31/2023	\$ 1,011,597.36	4,650.19	-	-	-	\$ 1,016,247.55
FEDERAL HOME LOAN BANK BONDS	11/15/2019	2.250%	12/8/2023	\$ 472,214.40	23,227.20	-	-	-	\$ 495,441.60
IBN: BOND TOTALS:				\$ 1,953,925.80	\$ 28,509.90	\$ -			\$ 1,982,435.70
CERTIFICATES OF DEPOSITS:									
SYNCHRONY BANK DRAPER UT CD	7/27/2022	3.400%	7/29/2025	\$ 244,710.90	289.10	-	-	-	\$ 245,000.00
ALLY BANK MIDVALE UT CD	7/27/2022	3.300%	8/5/2024	\$ 244,661.90	338.10	-	-	-	\$ 245,000.00
KS STATE BANK CD	2/9/2018	2.450%	2/9/2023	\$ 51,923.56	76.44	106.20	-	-	\$ 52,000.00
ENERBANK USA CD	9/27/2019	1.950%	3/27/2023	\$ 113,387.82	612.16	186.80	-	-	\$ 114,000.00
STATE BANK OF INDIA CD	2/25/2019	3.050%	2/28/2024	\$ 239,229.60	770.40	-	-	-	\$ 240,000.00
BMW BANK OF NORTH AMERICA CD	2/25/2022	1.700%	9/4/2024	\$ 240,882.60	8,117.40	2,133.90	-	-	\$ 249,000.00
IBN: CERTIFICATE OF DEPOSIT TOTAL:				\$ 1,134,796.38	10,203.62	2,430.90		0.00	\$ 1,145,000.00
FIVE POINTS BANK CD	2/1/2021	1.000%	2/2/2025	\$ 245,000.00					\$ 245,000.00
MIDLAND STATES BANK CD	2/1/2021	0.750%	2/2/2024	\$ 245,000.00					\$ 245,000.00
VISION BANK CD	6/30/2021	0.750%	6/23/2023	\$ 245,000.00					\$ 245,000.00
AMERICAN: CERTIFICATE OF DEPOSIT TOTAL:				\$ 735,000.00	0.00	0.00			\$ 735,000.00
CERTIFICATE OF DEPOSITS TOTALS:				\$ 1,869,796.38	\$ 10,203.62	\$ 2,430.90	\$ -	\$ -	\$ 1,880,000.00
MONEY MARKETS:									
IBN: MONEY MARKET				\$ 4,615.96		-	-	2,430.90	\$ 7,046.86
AMERICAN: MONEY MARKET				\$ 16.47	0.00	0.00		0.00	\$ 16.47
MONEY MARKET TOTALS:				\$ 4,632.43					\$ 7,063.33
GRAND TOTALS:				\$ 3,828,354.81	\$ 38,713.52	\$ 2,430.90			\$ 3,869,499.03

ALLOCATIONS OF FUNDS:


PRINCIPAL - GENERAL FUND ACCT.- 001-103000	1,500,000.00	
INVESTMENT GENERAL FUND- GAIN/(LOSS)	515,823.03	
YEAR END MARKET VALUE ADJUSTMENT-SEPT	-	
TOTAL GENERAL FUND:		\$ 2,015,823.03
PRINCIPAL - STORMWATER FUND ACCT.- 250-103000	1,853,676.00	
TOTAL STORMWATER FUND:		\$ 1,853,676.00
TOTAL MARKET VALUE OF INVESTMENTS:		\$ 3,869,499.03

NOTE: Market Value Adjustment done with annual audit adjustments in September.


 DARREN J. LAMB, CITY ADMINISTRATOR/DEPUTY CITY TREASURER


 DATE


 MARY J. SPRUNG, CPA FINANCE DIRECTOR/CITY TREASURER


 DATE

CITY OF WASHINGTON
 CITY COLLECTOR'S/TREASURER'S REPORT SUMMARY
 UNAUDITED ANNUAL OCTOBER 2021 - SEPTEMBER 2022

	City Collector's Report				Adjusted Cash Position					OVER (UNDER) FUNDED
	CASH BALANCE AS OF 10/1/2021	RECEIPTS	DISBURSEMENTS	CASH BALANCE AS OF 9/30/2022	LESS RESTRICTED CASH	LESS RESERVED CASH	CASH UNRESTRICTED	INVESTMENTS AS OF 9/30/2022	① LESS 15% / 25% DESIGNATED	
CASH FUNDS:										
GENERAL FUND ②	3,272,277.24	16,936,791.83	(18,036,285.62)	2,172,783.45	(66,935.35)	(9,943.05)	2,095,905.05	2,015,823.03	(1,665,393.30)	2,446,334.78
LIBRARY FUND ②	215,918.61	851,266.65	(845,637.72)	221,547.54	(196,559.44)	(51,160.79)	(26,172.69)	0.00	0.00	(26,172.69)
VOLUNTEER FIRE FUND	1,823,007.56	825,908.72	(850,621.81)	1,798,294.47	0.00	(26,222.78)	1,772,071.69	0.00	0.00	1,772,071.69
VEHICLE & EQUIPMENT REPLACEMENT FUND ②	655,872.24	676,944.13	(468,807.79)	864,008.58	0.00	0.00	864,008.58	0.00	0.00	864,008.58
STORM WATER IMPROVEMENT FUND	2,399,667.65	4,319,032.02	(4,559,649.26)	2,159,050.41	0.00	0.00	2,159,050.41	1,853,676.00	0.00	4,012,726.41
CAPITAL IMPROVEMENT SALES TAX FUND	1,007,209.62	2,794,742.93	(2,014,467.46)	1,787,485.09	0.00	0.00	1,787,485.09	0.00	0.00	1,787,485.09
TRANSPORTATION SALES TAX FUND ②	1,892,523.76	5,237,318.40	(4,564,420.39)	2,565,421.77	0.00	0.00	2,565,421.77	0.00	0.00	2,565,421.77
DEBT SERVICE C.O.P. FUND	2,297,483.35	2,227,714.53	(2,419,000.00)	2,106,197.88	(1,643,338.39)	0.00	462,859.49	0.00	0.00	462,859.49
DOWNTOWN TIF RPA-1 FUND	939,272.09	324,188.85	(296,955.01)	966,505.93	0.00	0.00	966,505.93	0.00	0.00	966,505.93
FRONT & MAIN TIF RPA-3 FUND	80,716.29	64,275.81	(119,932.24)	25,059.86	0.00	0.00	25,059.86	0.00	0.00	25,059.86
RHINE RIVER TIF RPA-2 FUND	379.40	145,139.86	(145,050.34)	468.92	0.00	0.00	468.92	0.00	0.00	468.92
WATER FUND	1,015,892.44	2,273,373.53	(2,906,800.51)	382,465.46	0.00	0.00	382,465.46	0.00	(397,743.50)	(15,278.04)
SEWAGE TREATMENT FUND	543,915.53	2,716,505.79	(3,462,740.24)	(202,318.92)	0.00	0.00	(202,318.92)	0.00	(581,544.75)	(783,863.67)
SOLID WASTE FUND	4,231,785.94	2,584,727.31	(2,979,316.01)	3,837,197.24	(7,065,570.22)	0.00	(3,228,372.98)	0.00	(796,010.75)	(4,024,383.73)
PHOENIX CENTER II CID FUND	4,955.38	606,865.30	(606,501.83)	5,318.85	0.00	0.00	5,318.85	0.00	0.00	5,318.85
TOTALS	\$ 20,380,877.10	\$ 42,584,795.66	\$ (44,276,186.23)	\$ 18,689,486.53	\$ (8,972,403.40)	\$ (87,326.62)	\$ 9,629,756.51	\$3,869,499.03	\$ (3,440,692.30)	\$ 10,058,563.24

DELINQUENT CITY RE & PP TAXES COLLECTED THIS FISCAL 2021/2022 YEAR: \$ 204,007.46


 DARREN J. LAMB, CITY ADMINISTRATOR/DEPUTY CITY TREASURER

12/28/22
 DATE


 MARY J. SPRUNG, CPA FINANCE DIRECTOR/CITY COLLECTOR/CITY TREASURER

12/28/22
 DATE

① = Resolution No. 11-108880 15% = Fund Balance Reserved For General Operating Fund
 25% - Fund Balance Reserve For Enterprise Funds (Water, Sewer, and Solid Waste)

② = Annually in October, Transfers for debt service and subsidy allocations are done which may result in a negative cash balances until tax revenues come in at calendar year end.



January 6, 2023

Honorable Mayor and City Council
City of Washington
Washington, Missouri

RE: Landfill Tickets

Dear Mayor and Council Members:

We are required to keep three years of landfill tickets so with this letter I am asking to destroy tickets from 2019.

If you have any questions or comments please feel free to contact me.

Thank you,

Andrea Lueken
Assistant City Engineer



January 17, 2023

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

RE: Final Payment Request – Dry Fork Steel & Supply, LLC

Honorable Mayor and City Council:

The Parks and Recreation Department is asking for final payment for the Phoenix Park Playground Fence project. The project was completed per the specifications and documents, and as such, I am asking that you consider granting Dry Fork Steel & Supply's request for final payment in the amount of \$28,411.00.

As always, if you have any questions, concerns or need additional information, please advise.

Respectfully submitted,

A handwritten signature in blue ink that reads "Wayne Dunker".

Wayne Dunker MA, CPRP
Director of Parks & Recreation

Attachment - 1



FINAL PAYMENT REQUEST

TO: City Council
NAME OF PROJECT: Phoenix Park Playground Fence
OWNER: CITY OF WASHINGTON
CONTRACTOR: Dry Fork Steel & Supply, LLC

THE FOLLOWING FINAL PAYMENT IS HEREBY REQUESTED TO BE MADE TO THE CONTRACTOR:

Original Contract Price.....	\$28,411.00
Contingency.....	\$0.00
New Contract Amount.....	\$0.00
Previous Payments.....	\$0.00
Final Payment.....	\$28,41.00

Approval:

Date: _____

City of Washington, Missouri

By: _____

Title: _____

Dry Fork Steel & Supply, LLC
 1360 Hwy. CC
 Bland, MO 65014

Invoice

Date	Invoice #
1/9/2023	1318

Bill To
 CITY OF WASHINGTON, MO
 Wayne Dunker
 405 Jefferson Street
 Washington, MO 63090

Ship To

P.O. Number	Terms	Ship	Via	Quantity	Item Code	Description	Price Each	Amount
		1/9/2023						
					Fence	Phoenix Playground Fencing - Labor, materials and installation	28,411.00	28,411.00
						Sales Tax	0.00%	0.00
Phone - 573-417-0511		Website - www.dryforksteel.com				Total	\$28,411.00	
		Email - info@dryforksteel.com						

CITY OF WASHINGTON

Certificate of Appreciation

PRESENTED TO

Washington Lions Club

WHEREAS, the Washington Lions, organized and chartered in 1939, has contributed much leadership, personal service, and monetary assistance to our community; and

WHEREAS, the Washington Lions Club has recently donated \$28,175 for the purchase of mini shelters and picnic tables at Southpoint Dog Park.

NOW, THEREFORE, I, James D. Hagedorn, by virtue of the authority vested in me as Mayor, and on behalf of our governing body and all our citizens, do hereby tender this Certificate of Appreciation to extend a heartfelt thank you and express warm appreciation to Washington Lions Club for their generous donation to the Washington Community.



Mayor



January 17, 2023

Date



January 9, 2023

Mayor & City Council
City of Washington
Washington, MO 63090

RE: File No. 22-1005-Short Term Rental-1104 Jefferson Street

Mayor & City Council:

At their January 9, 2023 meeting the Planning and Zoning Commission voted to recommend approval of the above Special Use Permit with an unanimous vote.

Sincerely,

Thomas R. Holdmeier
Commission Chairman

To: Planning and Zoning Commission

From: Planning and Engineering Department, Staff

Date: November 16, 2022

Re: File #22-1005– Short Term Rental – 1104 Jefferson Street

Synopsis: The applicant is requesting approval Special Use Permit for a Vacation Rental Dwelling located at 1104 Jefferson Street

Adjacent Land Use / Zoning Matrix		
	Existing Land Use	Existing Zoning
North	Single Family	R-1B
South	Single Family	R-1B
East	Single Family / Multi Family	R-1B / R-3
West	Commercial Land	C-2

Analysis:

The applicant is requesting a special use permit to utilize 1104 Jefferson Street for Vacation Rental Dwelling. The structure is currently a single family home in an R-1B Single Family 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.

The proposed use is insignificant to the surrounding area and should not detriment the neighborhood. There are no short-term lodging units in the vicinity, but the subject property is located on Jefferson Street where there are a mix of commercial, single family, and multi-family uses. The subject property also has a driveway for off street parking. Staff believes the proposal is compatible with other uses in the area.

Recommendation:

Staff recommends approval of the Special Use Permit to operate a Vacation Rental Dwelling at 1104 Jefferson Street.

12-31-22

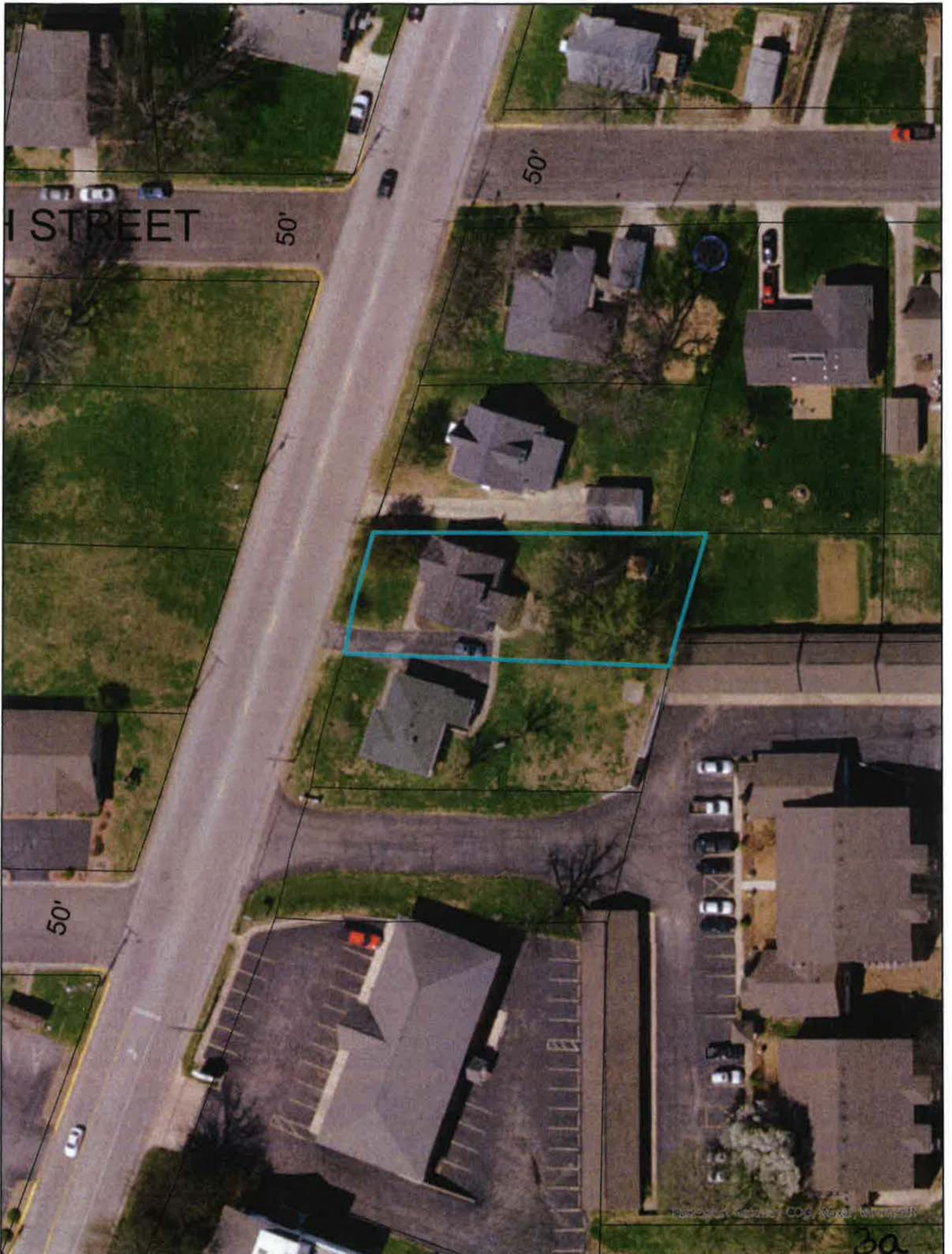
We as neighbors have come to
an understanding and agreement regarding
the shared driveway on our properties.

Kimberly Schaefer
Porie
Morgan Woodhead

Justin Lowrance

1104 Jefferson
Porie + Nicole Schaefer

1106 Jefferson
Justin + Morgan Lowrance



H STREET

50'

50'

50'



Legend

Zoning


ZONING

 C-1

 C-2

 R-1B

 R-3

 PARCELS_WITH_OWNER

CITY OF WASHINGTON, MISSOURI
Department of Planning and Engineering Services
405 Jefferson Street · Washington, MO 63090
636.390.1010 Phone · 636.239.4649 Fax

22-1005

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: 1104 Jefferson Street

Lot: 1 Subdivision: Tracts PID# 1052203099009000

Applicant Name: Nicole Schaefer Phone: (801)400-7417

Address of Applicant: 1215 E. 3rd Street Washington, MO 63090

Owner: Jayne Barringhaus Phone: _____

Owner's Address: 1104 Jefferson Street Washington, MO 63090

Current Zoning: Residential Proposed Zoning: Special use Nightly Rental

It is proposed that the property be put to the following use: Nightly Rental

Lot Size: Frontage 9,104^{60ft}sqft (feet) Depth 135ft (feet) Number of Stories 1.5

Number of Units: 1 Number of Off-Street Parking Spaces: 2

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)

Nicole Schaefer
Signature of Applicant

9-27-22
Date

Nicole Schaefer
Applicant Name Printed

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.

The use is compatible and the appearance will not change. The use won't effect the surrounding neighborhood.

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.

The appearance will not change and will still be combatible with surrounding properties.

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

The frequency and duration will vary - but will not be different from regular residential living. NO activities or special events will be held.

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

Extra traffic is not anticipated. Jefferson Street is wide and well maintained and could handle any potential growth.

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

Do not anticipate any added noise level.

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.

The proposed use does not require public services above that of the adjacent uses.

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

There will be no changes except for the possibility of improvements to the house 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.

There will not be any additional night lighting.

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.

No change - possibly improvements made to update plants.
No screens or buffers will be used.

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.

No changes will be made.

Attachment A

Street view of both dwellings depicting the property line beginning from the blue paint mark on the street curb indicating the Southwest lot corner.



Southeast lot corner survey stake.



BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO UTILIZE
1104 JEFFERSON 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 Tuesday, January 17, 2023, 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 1104 Jefferson 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



H STREET

50'

50'

50'

36

City of Washington, Missouri
Department of Planning and Engineering Services/Building Code Enforcement
2022 Permit Report

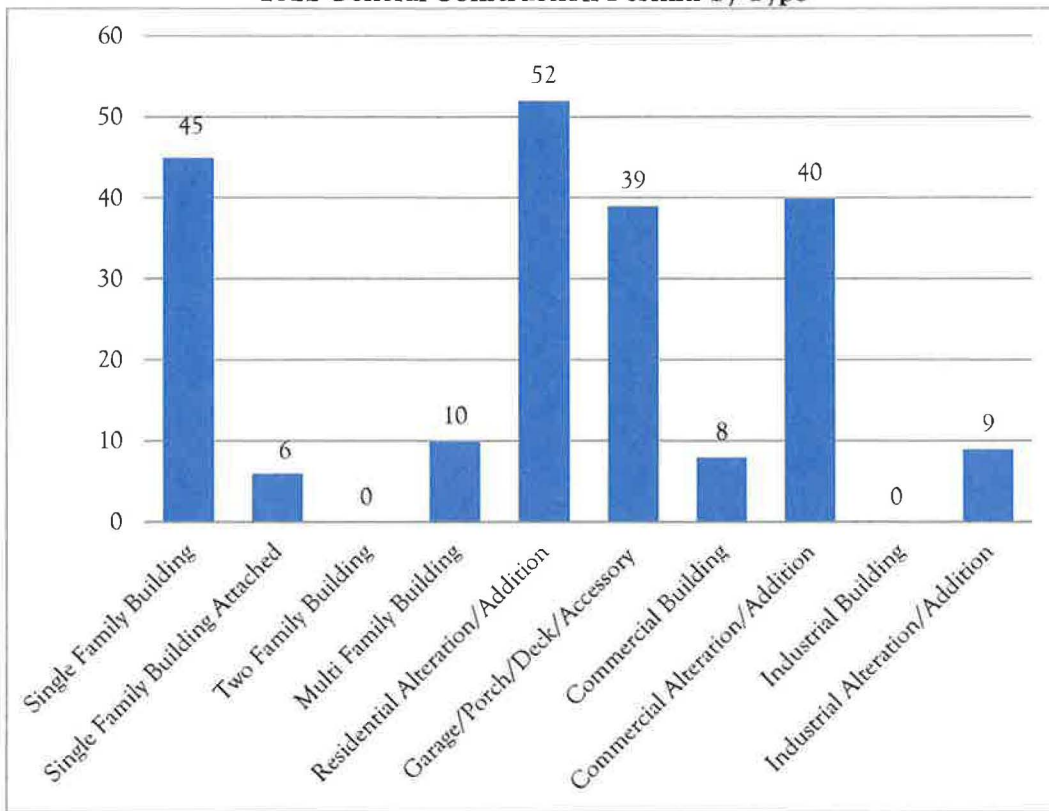
The City of Washington issued 1054 permits in 2022 with a valuation of \$85,605,381.

The permits were broken down as follows:

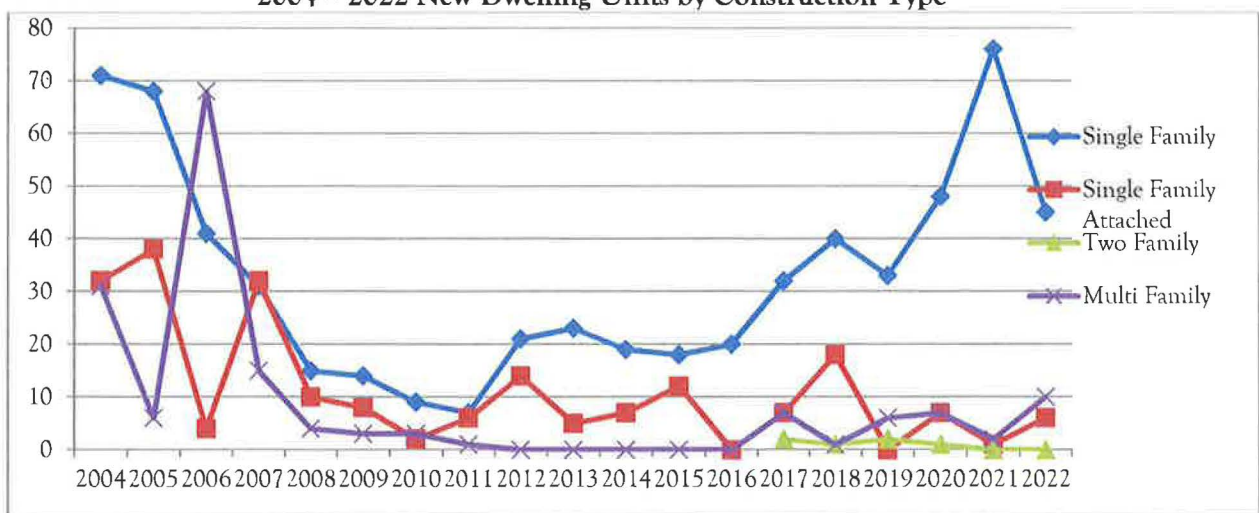
PERMIT TYPE	TOTAL PERMITS	VALUATION
Single Family Building	45	\$14,143,515
Single Family Building Attached	6	\$1,984,100
Two-Family Building	0	
Multi-Family Building	10	\$27,075,637
Mobile Home Setup	4	\$118,500
Residential Addition	9	\$1,047,000
Residential Alteration	55	\$1,766,781
Commercial Building	8	\$8,844,011
Commercial Addition	2	\$8,342,001
Commercial Alteration	38	\$10,560,392
Industrial Building	0	
Industrial Addition	2	\$6,350,000
Industrial Alteration	7	\$1,049,445
Accessory Building	16	\$733,155
Retaining Wall	3	\$162,500
Deck/Porch	23	\$366,710
Swimming Pool	6	\$427,931
Fire Protection	23	\$806,222
Electric Service	49	\$257,460
Sewer Lateral/Repair	27	\$30,891
Street Excavation	62	
Grading	8	
Demolition (interior and exterior)	11	\$214,500
Blasting	1	
Fireworks	3	\$1,300
Antenna/Cell Tower	5	\$93,000
Sign/Awning	41	\$602,712
Municipal	1	\$250,000
Miscellaneous	20	\$377,618
Floodplain Development	4	
Subdivision Development	2	
Preliminary Plat	8	
Boundary Adjustment	6	
Rezoning	8	
Special Use	15	
Variance	2	
Voluntary Annexation	3	
Historic Design Review	18	
Residential Occupancy	473	
Commercial Occupancy	30	
Industrial Occupancy	0	
Permit Totals	1054	\$85,605,381

ba

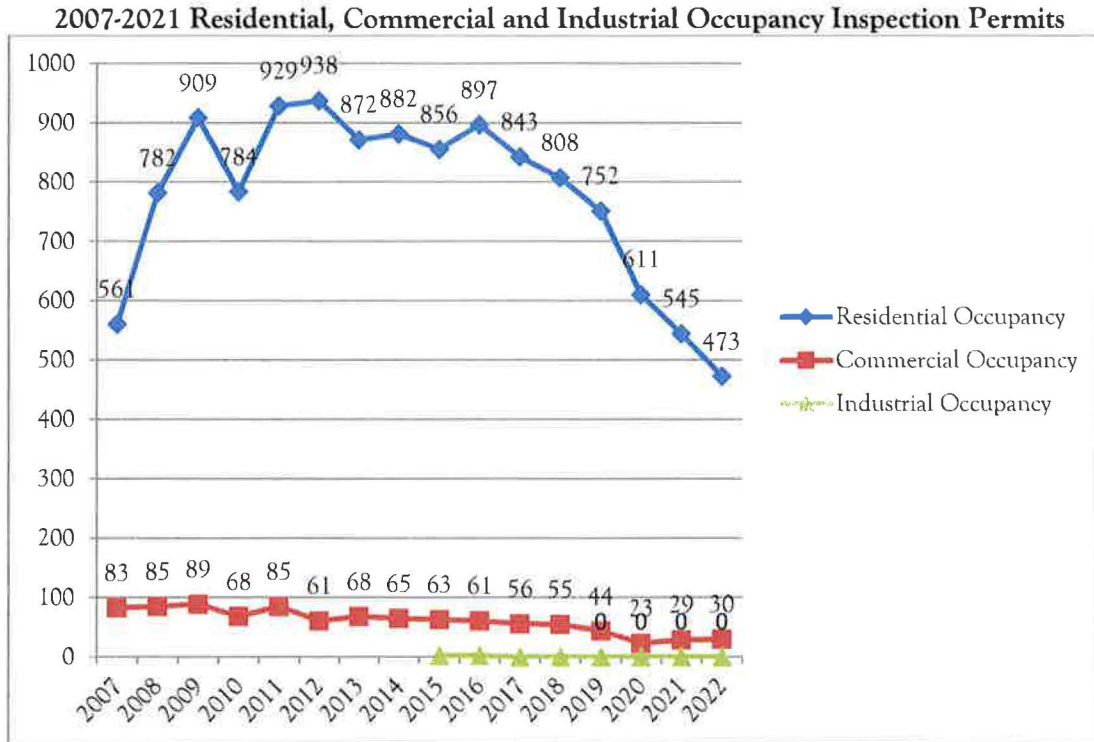
2022 General Construction Permits by Type



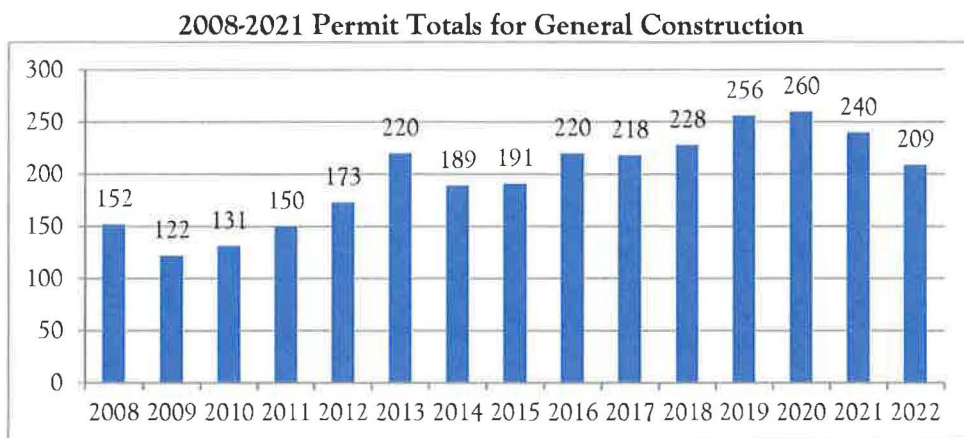
2004 - 2022 New Dwelling Units by Construction Type



The Residential Occupancy Inspection Program began on April 1, 2007. Residential occupancy inspections were down from 545 in 2021 to 473 in 2022. Commercial occupancy inspections were up from 29 in 2021 to 30 in 2022. The number of Industrial inspections remained the same with 0 for both 2021 and 2022.

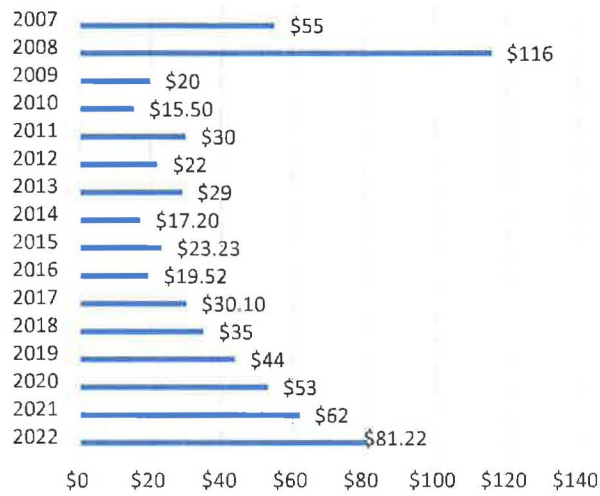


Permit totals for general construction were down from 240 in 2021 to 209 in 2022. This number includes general construction only.



ba

**2007-2022 General Construction Dollars in Millions
(Residential/Commercial/Industrial)**

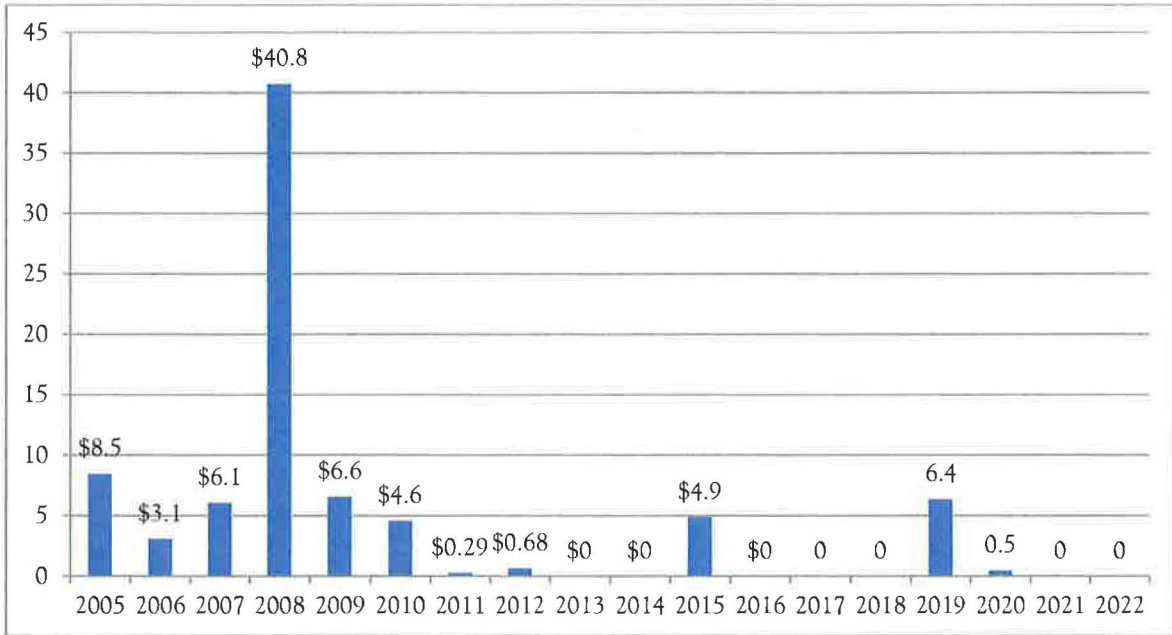


**2007-2022 Commercial Construction Dollars in Millions
(New/Additions/Alterations)**

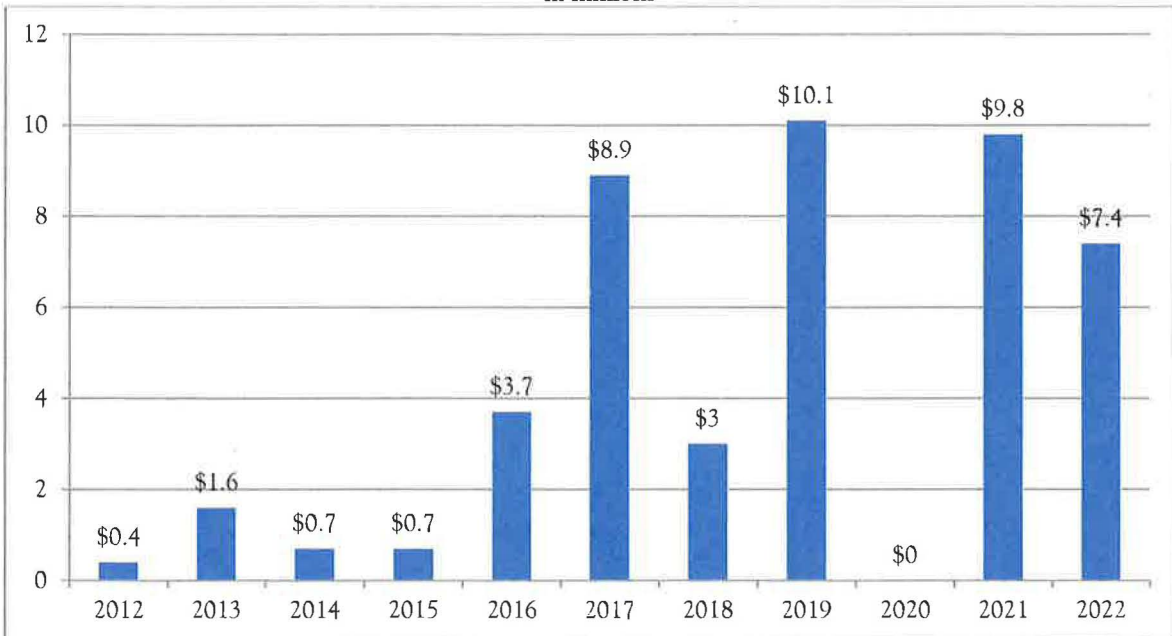


ba

2005-2022 Industrial Construction (New Only)
in millions



2012-2022 Industrial Construction (Additions/Alterations Only)
in millions



New commercial/industrial construction (including additions and alterations) in 2022 included:

Waterworks Building, 1 Elbert Dr. – interior alterations	\$478,000
207 E. 5 th St. – interior demo of office space	\$3,500
Canam Steel, 2000 W. Main St. – 1 st floor renovation	\$750,000
331 WW Industrial Park Dr. – renovation for food processing operation	\$7,400,000
Rawlings, 200 Westlink Dr. – warehouse expansion to existing facility	\$8,050,000
7 W. Main St. – add emergency exit stairwell on rear of building	\$12,500
204 Lange Dr. – replace entry canopy and pergola	\$50,000
207 E. 5 th St. – renovation of office space	\$100,000
200 Westlink Dr. – install automotive paint booth and paint mixing room	\$122,000
Goodwill, 5888 HWY 100 – install gas RTU's	\$69,000
Goodwill, 5888 HWY 100 – truck docks, interior alterations	\$250,000
Goodwill, 5888 HWY 100 – plumbing and gas piping	\$72,500
Midwest Military, 3 Chamber Dr. – solar panel install	\$31,350
1400-1406 Washington Square – commercial strip mall	\$1,500,000
6349 Avantha Dr. (WEG) – 31k sq ft metal building addition	\$5,500,000
1642 E. 5 th St. – add offices upstairs	\$16,000
1403 Jefferson St. – add gas line and vent for roaster and dryer	\$5,000
901 E. 5 th St. – renovation of scope cleaning rooms	\$125,000
901 E. 5 th St. – pad for CT trailer	\$50,000
106 W. Main St. – replace roof trusses and windows / change interior framing	\$38,000
1920 Washington Crossing – commercial alteration at Arby's	\$210,000
14 W. Main St. – Phase 1 alteration (Andy's Produce)	\$75,000
323 W. 5 th St. – hood suppression system	\$3,000
2016 Washington Crossing – install hood suppression system	\$5,000
1351 Jefferson St., Ste. 208 – commercial alteration for Everside Health	\$10,081
6480 Enduro Dr. – demo wall and add wall	\$40,000
323 W. 5 th St. – replace type 1 hood and fans	\$20,000
1450 Huxel Dr. – new building for Missouri Furniture	\$4,000,000
1701 A Roy Dr. (WalMart) – interior remodel to specific areas	\$500,000
2000 E. 5 th St. – interior remodel for tenant finish	\$50,000
1400 Washington Sq. (Jimmy Johns) – tenant finish	\$200,000
2999 Recreation Dr. (Mach 1) – new building	\$470,000
1450 Huxel Dr. (Missouri Furniture) – solar panels	\$74,925
1451 High St., Ste. 109 – tenant buildout	\$10,000
4 Southlink Dr. (Hellebusch Tool & Die) – shop addition	\$850,000
325 W. Front St. (old freight depot) – remodel	\$250,000
1905 E. 5 th St. (Pizza Hut) – remodel	\$97,000
1000 Don Ave. – apartment complex clubhouse	\$1,752,010
2300 Southbend Dr. – athletic field with 4 ballfield dugout structures	\$100,000

ba

1874 HWY A, Ste. 200 – O'Reilly Auto Parts addition	\$292,001
3101 Recreation Dr. – tenant finish	\$16,000
1946 Charlottes Way – lights and outlets in Shoe Carnival	\$9,000
2999 Recreation Dr. – tenant finish for Mach 1	\$75,000
890 Washington Corners – interior LED retrofit at Walgreens	\$12,500
120 Busch St. – remove and rebuild Sharpshooter Club pavilion	\$12,000
8 W. 2 nd St. – concrete tearout/replace	\$35,000
6440 Enduro Dr. – rooftop solar array	\$224,880
1451 High St., Ste. 111 – commercial alteration for Guffey's	\$73,826
1088 Washington Square, renovation for retail	\$21,680
1404 Washington Square, tenant finish for Remax	\$130,000
127 Elm St., Ste. 100, build interior wall	\$13,000
410 Lafayette St., mechanical upgrades for the library	\$1,176,945
2000 W. Main St., replace ADA ramp and stairs for Canam Steel	\$29,595
1105 Clock Tower Plaza, expand River City Music into neighboring building	\$15,000
4 Southlink Dr., build restrooms for Hellebusch Tool & Die	\$26,500
4 Franklin Ave. – temp building for MO Health & Wellness Dispensary	\$20,000
900 Don Ave. – new retail strip center	\$990,000

ba



OFFICE: 123 LAFAYETTE STREET | WASHINGTON, MO 63090
CORRESPONDENCE: PO BOX 144 | WASHINGTON, MO 63090
636.239.1743 | INFO@DOWNTOWNWASHMO.ORG

Year in Review 2022

 **34 NET NEW
EMPLOYEES DOWNTOWN**

**INVESTED \$5,013,800
IN PRIVATE IMPROVEMENTS**
INCLUDES INFORMATION FROM PERMIT REPORTS FOR
COMMERCIAL AND RESIDENTIAL IMPROVEMENTS



 **INVESTED \$558,000
IN PUBLIC IMPROVEMENTS**

**9,484 VOLUNTEER
HOURS INCLUDING
380 HOURS AT
CLEAN UP DAY**



**VOLUNTEERS, BOARD
MEMBERS, & STAFF
ATTENDED 10 TRAININGS**

HOSTED BY MISSOURI MAIN STREET CONNECTION, MAIN STREET AMERICA, AND THE SMALL BUSINESS ADMINISTRATION. BOARD MEMBERS AND VOLUNTEERS BEAR THE FULL COST OF THEIR TRAININGS. THIS SHOWS A FIRM COMMITMENT TO THE WORK THAT DOWNTOWN WASHINGTON, INC IS DOING.



COMMUNITY GRANTS AWARDED
UNION PACIFIC RAILROAD GRANT
DOWNTOWN WASHINGTON, INC. SIGN & AWNING GRANT
DOWNTOWN WASHINGTON, INC. MERCHANT GRANT
DOWNTOWN RIVERFRONT PLAYGROUND PROJECT

**HELD 34 DAYS OF
COMMUNITY EVENTS**



BUSINESSES & PROPERTIES OPENED OR RELOCATED

- SCARLETT'S RIVERSIDE BOUTIQUE - OPENED JANUARY 2022
- THE GRAZING BOARD - OPENED APRIL 2022
- WILD RIVER NATURE SCHOOL - OPENED MAY 2022
- ANDY'S PRODUCE 3 - OPENED JULY 2022
- BRICK HOUSE OF WASHINGTON - OPENED AUGUST 2022
- MAILER'S HAVEN - OPENED AUGUST 2022
- THE JUDGE'S QUARTERS - OPENED AUGUST 2022
- WASHMO ON THE GO - OPENED AUGUST 2022
- BIRDIE'S BAKESHOP - OPENED AUGUST 2022
- BOOTLEGGERS CIGARS & APOTHECARY - OPENED OCTOBER 2022
- WASHINGTON GUEST HOUSE - OPENED OCTOBER 2022
- RECONSTRUCTION COFFEE DRIVE THRU - OPENED NOVEMBER 2022
- UNDERGROUNDS ESPRESSO BAR - MOVED LOCATIONS 2022
- CHIMERA CREATIVE WORKS - ADDED A LOCATION 2022

CURRENT BUILDINGS COUNSELED/IN PLANNING

- OLD MISSOURIAN BUILDING
- OLD KC HALL
- OLD CALVIN THEATRE
- OLD PECKA BUILDING
- OLD FREIGHT DEPOT
- OLD STEAMBOAT BUILDING
- OLD OTTO BUILDING

Here's to Another GREAT YEAR

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE IMPOSING A SALES TAX AT A RATE OF THREE PERCENT ON ALL TANGIBLE PERSONAL PROPERTY RETAIL SALES OF ADULT USE MARIJUANA SOLD WITHIN THE CITY OF WASHINGTON, MISSOURI, PURSUANT TO ARTICLE XIV, SECTION 2.6(5) OF THE MISSOURI CONSTITUTION SUBJECT TO THE APPROVAL BY THE VOTERS OF THE CITY AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON APRIL 4, 2023; DESIGNATING THE FORM OF BALLOT; AND DIRECTING THE CITY CLERK TO PROVIDE NOTICE OF SAID ELECTION

WHEREAS, on November 8, 2022, the electors of the State of Missouri approved Amendment 3 to the Missouri Constitution enacting Section 2 of Article XIV of the Missouri Constitution effective December 8, 2022; and

WHEREAS, the newly enacted Article XIV, section 2.6(5) of the Missouri Constitution authorizes the City of Washington, Missouri to impose, by ordinance, an additional sales tax in amount not to exceed three percent on all tangible personal property retail sales of adult use marijuana sold in such political subdivision subject to approval by voters of the City of Washington, Missouri; and

WHEREAS, the City Council finds that it is in the best interests of the citizens of the City of Washington, Missouri to impose a sales tax of three percent on all tangible personal property retail sales of adult use marijuana sold in the City of Washington, Missouri and to submit the same to the voters of the City for approval by a majority of those voting at the general municipal election to be held on April 4, 2023.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, MISSOURI AS FOLLOWS:

SECTION 1. ADULT USE MARIJUANA SALES TAX. A sales tax at the rate of three percent on all tangible personal property retail sales of adult use marijuana sold in the City of Washington, Missouri, as authorized by Article XIV, section 2.6(5) of the Missouri Constitution, is hereby imposed. The tax imposed hereunder shall be in addition to any and all other sales taxes allowed by law.

SECTION 2. EFFECTIVE DATE. The sales tax imposed by this Ordinance shall not be effective unless approved by a majority of the votes cast by the qualified voters voting thereon at the General Municipal Election to be held on April 4, 2023, at which election a proposal to authorize the City Council of the City of Washington, Missouri, to impose the tax herein provided for shall be submitted to the voters of the City of Washington, Missouri.

SECTION 3. FORM OF BALLOT. The ballot to be used in such election shall contain the following question:

Shall the City of Washington, Missouri, impose a sales tax of three percent (3%) on all retail sales of adult use marijuana sold in the City of Washington, Missouri?

Yes No

SECTION 4. NOTICE OF ELECTION. The City Clerk is hereby directed to notify the County Clerk of Franklin County, Missouri, of the enactment of this Ordinance no later than 5:00 p.m. on January 24, 2023, in accordance with the Comprehensive Election Act, Chapter 115 of the Revised Statutes of Missouri, as amended.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. 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
EXECUTION OF A USE AGREEMENT BY AND BETWEEN
THE CITY OF WASHINGTON, MISSOURI AND THE
MISSOURI STATE HIGHWAY PATROL

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 a Use Agreement by and between the City of Washington, Missouri and the Missouri State Highway Patrol, a copy of which is marked Exhibit A 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 Agreement 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 A

USE AGREEMENT

THIS USE AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2023 by and between the City of Washington, Missouri (“Grantor”), whose address is 405 Jefferson Street, Washington, Missouri 63090, and Missouri State Highway Patrol, (“Grantee”), whose address is 1510 E. Elm Street, Jefferson City, MO 65101.

WHEREAS, Grantor is record owner of certain roadways, parking areas, and buildings commonly known and numbered as #6 Fairgrounds Drive, Washington, Missouri (“Improvements”); and

WHEREAS, Grantee desires to utilize the Improvements for the purpose of conducting driver’s license examinations on behalf of the State of Missouri.

WHEREAS, Grantor and Grantee desire to enter into this Agreement to set forth obligations regarding use of the Improvements, as more particularly provided herein.

NOW, THEREFORE, in consideration of the above premises, all of which are incorporated herein by reference and made a part hereof, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Grantor grants to the Grantee a non-exclusive, revocable license for Grantee’s use of the Improvements that are the subject of this Agreement. The grantee shall be permitted to use the Improvements each Friday during all months of the year except during the months of July and August. During the months of July and August Grantee shall be permitted to continue to utilize the Grantor’s Public Safety Building each Friday. The Grantee understands, agrees, and acknowledges that the Grantor retains all rights for ingress and egress to the Improvements.
2. The grant of this Agreement is subject to and conditioned upon Grantor’s continued maintenance of the Improvements and the other conditions contained in this Agreement. The Grantee shall have no right to make improvements without the prior written consent of the Grantor.
3. This Agreement shall automatically terminate if: (i) Grantee removes, or alters, the Improvements without consent of the Grantor; or (ii) upon Grantor’s revocation of this Agreement by filing a written revocation with Grantee.
4. Grantee shall maintain the Improvements in good condition satisfactory to Grantor. Should the Grantor find that the Grantee is failing to satisfy this obligation, the Grantor may provide the Grantee with a notice of violation providing not less than thirty (30) days opportunity to cure.
5. In the event Grantee fails to comply with the conditions of this Agreement, or otherwise causes damage or liability to Grantor, actual or threatened, the Grantor may pursue any and all remedies at law or in equity against Grantee and Grantor shall be entitled to the recovery of

reasonable attorneys' fees and litigation expenses. The failure of the Grantor to pursue such remedies shall not waive any right of the Grantor to pursue such remedies at any time in the future.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, and shall bind and inure to the benefit of Grantor and Grantee, and may be amended only by a writing signed by the Grantor and the Grantee.

7. The recitals are incorporated herein by reference as if fully restated herein. Further, it is expressly understood that the terms of this Agreement are contractual and not mere recitals.

8. This Agreement sets forth the sole and entire understanding of the parties respecting the terms and conditions of this Agreement and supersedes any and all other written and oral settlement understandings between the parties related to this Agreement. The parties further declare and represent that no promise, inducement or agreement not herein expressed has been made to them by the other.

9. The parties represent, warrant and agree that they have read this Agreement, have been advised by counsel prior to executing it or have been provided an opportunity to do so.

10. The parties warrant and represent that they are fully empowered and authorized to execute this Agreement and that the person signing on behalf of each party is fully authorized to do so. The Parties warrant and represent that there are no additional entities or persons necessary to effectuate this Agreement.

11. The terms of this Agreement shall apply equally to the Grantee's use of the Public Safety Building and to Grantee's use of the Improvements.

This space is intentionally left blank with signature pages to follow.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered effective as of the day and year first above-written.

GRANTOR

City of Washington, Missouri

By: _____
James D. Hagedorn, Mayor

SEAL:

Attest: _____
Sherri Klekamp, City Clerk

GRANTEE

Missouri State Highway Patrol

By: _____

Print Name: Catherine Brown

Its: Director, Fleet and Facilities Division



January 17, 2023

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

RE: Letter of Recommendation – Use Agreement for Drivers Testing

Honorable Mayor and City Council:

Attached you will find a Use Agreement with the Missouri State Highway Patrol for usage of the Fairgrounds Administration Building (6 Fairgrounds St.). When the Town & Country Fair contract is in affect (July & August of each year), the backup location will be the basement of the Public Safety Building (301 Jefferson St.). Staff have worked with the Highway Patrol to find a suitable City space with ample room for their participants, in order to keep the exams in town. We feel this Agreement will continue to benefit residents.

As always, if you have any questions, concerns or need additional information, please advise.

Respectfully submitted,

A handwritten signature in blue ink that reads "Wayne Dunker".

Wayne Dunker MA, CPRP
Director of Parks & Recreation

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
MARSHA KJELLBERG

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 Marsha Kjellberg, 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

7c

Exhibit I

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 2023, by and between **Marsha Kjellberg**, a single person, whose address is 25 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 **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)

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.

The **Grantor** 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:

Marsha Kjellberg

GRANTEE

James D. Hagedorn, Mayor

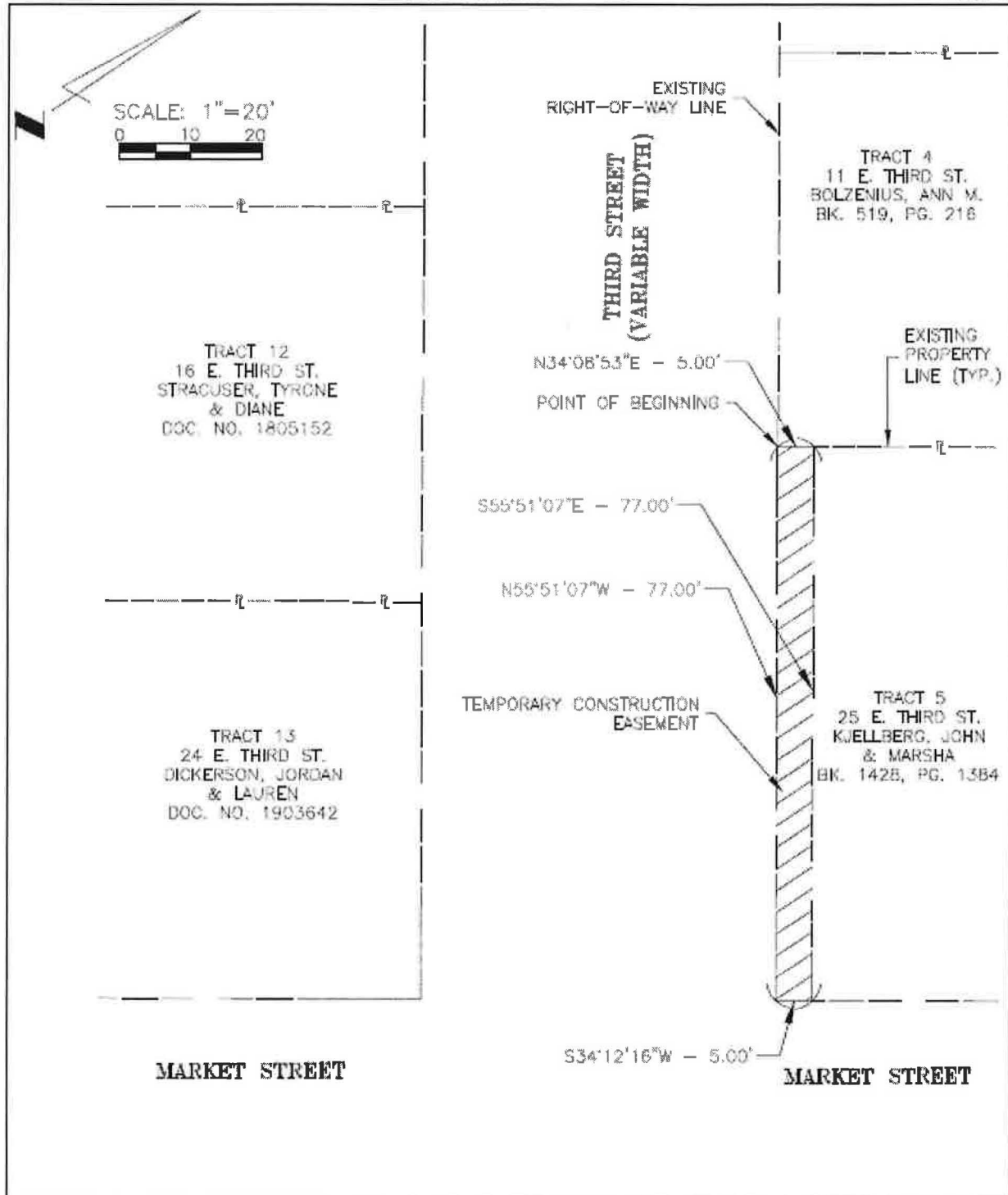
EXHIBIT A

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

Description: 15 E. Third Street, Washington, Missouri 63090
Tract 05
Temporary Construction Easement

A part of a tract of land as recorded in Book 1428, Page 1384 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°14'58"W 723.01 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 1428, Page 1384 of the Franklin County Records N34°08'53"E 5.00 feet; thence leaving said west property line S55°51'07"E 77.00 feet to the west right-of-way of Market Street; thence with said west right-of-way S34°12'16"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 77.00 feet to the point of beginning containing 385 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 1428, PAGE 1384
FRANKLIN COUNTY, MISSOURI



January 9, 2023

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

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

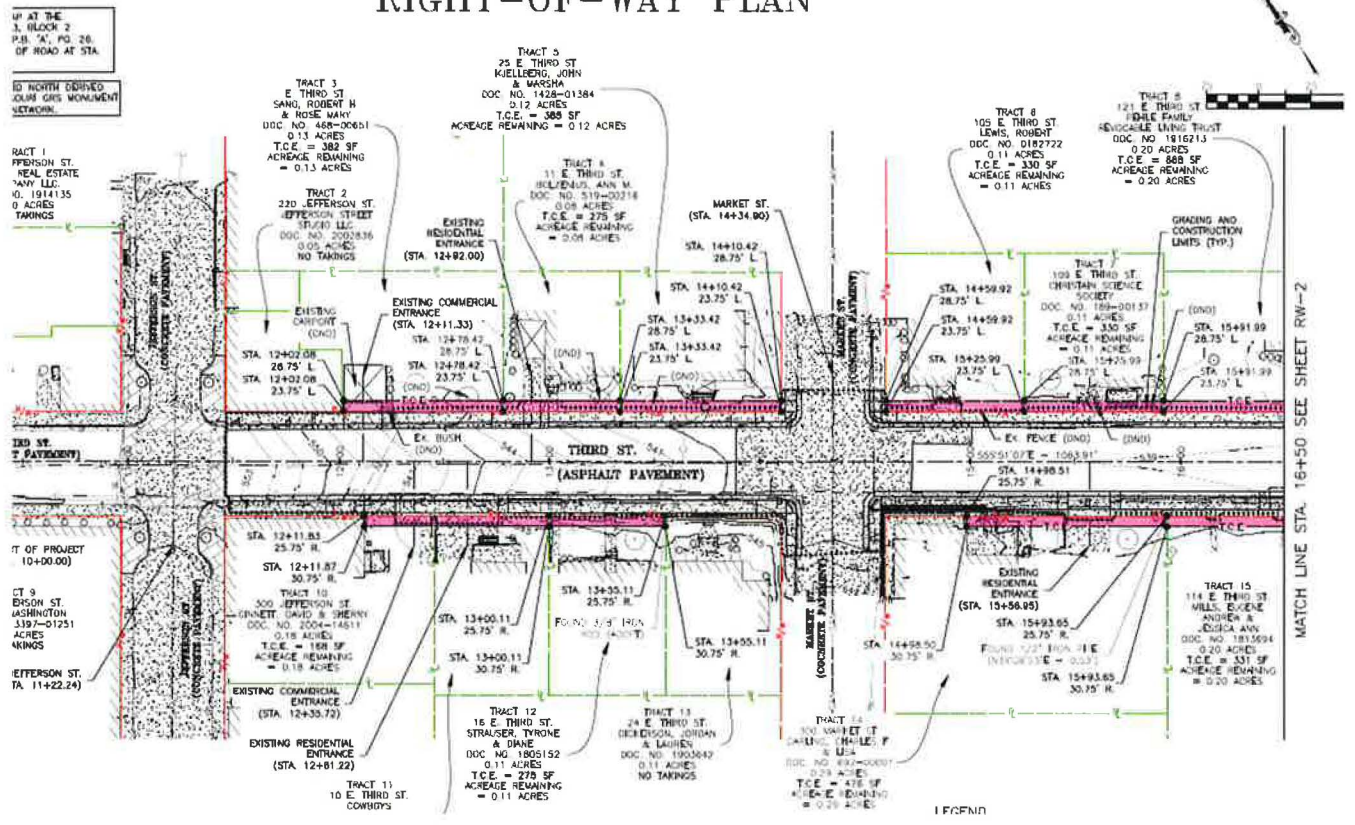
Dear Mayor and City Council Members:

Find attached for your review and approval a temporary construction easement ordinance and deed for the property located at 25 East Third Street. The property owner originally did not want to participate in this grant project and has changed their decision. The project plans area attached as well as the ordinance and deed.

Respectfully submitted,

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

RIGHT-OF-WAY PLAN



1c

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 22-13581 AND ENACTING IN LIEU THEREOF AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN EASEMENT DEED BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND CHARLES C. SCHROEPFER

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

SECTION 1: Ordinance No. 22-13581 is hereby amended.

SECTION 2: The Mayor is hereby authorized and directed to execute an Easement Deed by and between the City of Washington, Missouri and Charles C. 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 3: 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 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: 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

EASEMENT DEED

THIS DEED made and entered into this ____ day of _____, 2023, by and between **Charles C. 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 **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)

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.

The **Grantor** 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 C. Schroepfer

GRANTEE

James D. Hagedorn, Mayor

7d

SEAL:

Attest:

Sherri Klekamp, City Clerk

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 2023, before me personally appeared Charles C. Schroepfer, 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: _____
Notary Public _____

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 2023, 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 _____

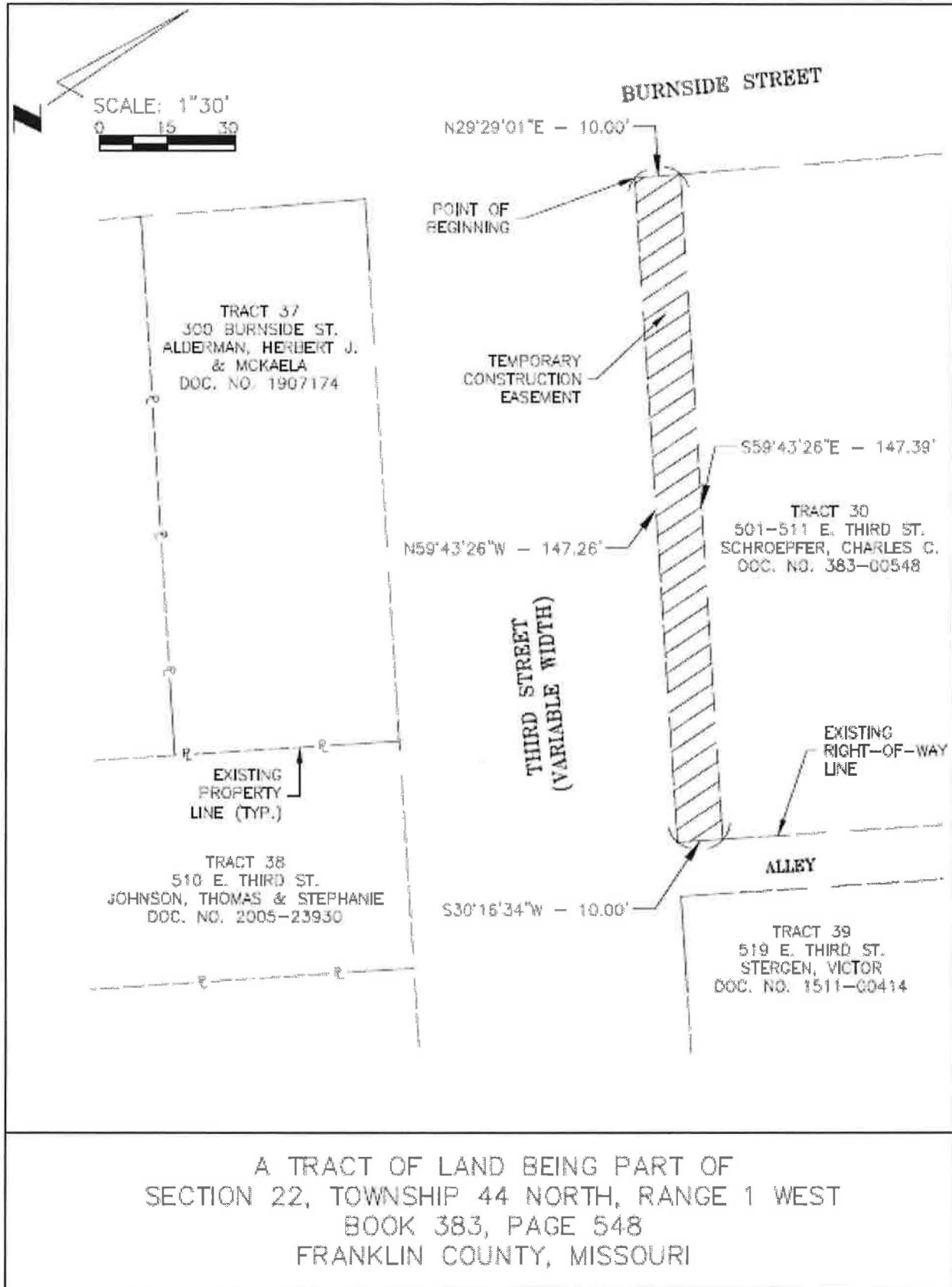
EXHIBIT A

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

Description: 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 $S71^{\circ}12'00''E$ 779.22 feet to the centerline of Third Street (variable width); thence leaving said centerline $N30^{\circ}16'34''E$ 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 $N29^{\circ}29'01''E$ 10.00 feet along the existing east right-of-way of Burnside Street; thence leaving said existing east right-of-way $S59^{\circ}43'26''E$ 147.39 feet to the existing west right-of-way of an alley (12 feet wide); thence with said existing west right-of-way $S30^{\circ}16'34''W$ 10.00 feet to the existing north right-of-way of Third Street; thence with said existing north right-of-way $N59^{\circ}43'26''W$ 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



January 9, 2023

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

RE: Third Street Overlay and Improvements Project, STP-6401(602)
Ordinance and Deed Amendment

Dear Mayor and City Council Members:

Find attached for your review and approval an amended temporary construction easement ordinance and deed for the properties located at 501-511 E. Third Street. The ordinance approved at the July 18, 2022 City Council meeting, No. 22-13581, incorrectly lists Charles F. Schroepfer as the owner. The amended ordinance and deed attached revise the owner's name to Charles C. Schroepfer. The project plan is attached as well.

Respectfully submitted,

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

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENTS BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND LB JR & WILLIAM W ECKELKAMP TRS, ST PETERS UNITED CHURCH OF CHRIST, KEVIN R & BRENDA S PETERS, SAL MANIACI, RICHARD T MOORE & ANGELA J MOSBACH, DEBIE L BREWER, LOUIS B ECKELKAMP INC., ANDERS HOLDINGS LLC, ROGER C & DEBORAH A AHOLT JOINT REVOCABLE TRUST, STACIE M EDWARDS, ECKELKAMP ENTERPRISES LLC, COWBOYS HOLDINGS LLC, 4 ZS ENTERPRISES LLC, GENEVA LAKES LLC, CALEB THOMAS, TINA M BEHLMANN REVOCABLE TRUST, JAYNE M BARRINGHAUS, MORGAN MOORHEAD & JUSTIN LOWRANCE, FRANKLIN COUNTY VACUUM LLC, MICHEL E VOLLMER, RALPH F & MARCELINE TEAGUE, ADAM D VEHIGE, JIMMY L & CARLY T COOPER, MOLLY FEMMER, MICHAEL & MOLLY ROOT JOINT LIVING TRUST, DARREN E & AMY L HELLMANN, ECKELKAMP INV CO, ECKELKAMP ENT , JEFFERSON STREET DEVELOPERS LLC, PARKER-HANNIFIN CORP, HARMS-TROESSER PROPERTIES LLC, ARCO PROPERTIES LLC, VETERANS OF FOREIGN WARS, BIG BOYS PROPERTIES LLC, MIDWEST REAL ESTATE COMPANY LLC, BARRY J GRUS REVOCABLE TRUST, BRINKER JOINT REVOCABLE TRUST, DONNA M WOOLERY, ALTA M SMITH, KLEEKAMP BROTHERS DEV LLC, BVE HOLDINGS LLC, WEISS PROPERTY MANAGEMENT LLC, GARY A & DONNA J HAMANN JOINT REVOCABLE TRUST, JEREMY & JENNIFER BRYANT, ROGER & SUSAN LANGKOPF, ROGER D & SUSAN L LANGKOPF, UPTICK ENTERPRISES LLC, DANIEL F & KAYCE A STROHMEYER, JEROME F KUENZEL REVOCABLE LIVING TRUST & DONNA M KUENZEL REVOCABLE LIVING TRUST, LORETTA KOSSAKOWSKI, DOMINICA DIANE ALFERMANN, ALLEN REVOCABLE TRUST, 1400 JEFFERSON LLC , UNION ELECTRIC CO, JDTF FAMILY PROPERTIES LLC, ROCKWOOD ASSET MANAGEMENT 6 LLC, CATALDO & LIBERATA S ALU AND LESTER A STUMPE TRUST ETAL

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

SECTION 1: The City Administrator is hereby authorized and directed to execute Temporary Construction Easement Agreements by and between the City of Washington, Missouri and LB Jr & William W Eckelkamp Trs, St Peters United Church Of Christ, Kevin R & Brenda S Peters, Sal Maniaci, Richard T Moore & Angela J Mosbach, Debie L Brewer, Louis B Eckelkamp Inc., Anders Holdings LLC, Roger C & Deborah A Aholt Joint Revocable Trust, Stacie M Edwards, Eckelkamp Enterprises LLC, Cowboys Holdings LLC, 4 ZS Enterprises LLC, Geneva Lakes LLC, Caleb Thomas, Tina M Behlmann Revocable Trust, Jayne M Barringhaus, Morgan Moorhead & Justin Lowrance, Franklin County Vacuum LLC, Michel E Vollmer, Ralph F & Marceline Teague, Adam D Vehige, Jimmy L & Carly T Cooper, Molly Femmer, Michael & Molly Root Joint Living Trust, Darren E & Amy L Hellmann, Eckelkamp Inv Co, Eckelkamp Ent , Jefferson Street Developers LLC, Parker-Hannifin Corp, Harms-Troesser Properties LLC, Arco Properties LLC, Veterans of Foreign Wars (Post 2661 Max W. Mueller Post), Big Boys Properties LLC, Midwest Real Estate Company LLC, Barry J Grus Revocable Trust, Brinker Joint Revocable Trust, Donna M Woolery, Alta M Smith, Kleekamp Brothers Dev LLC, BVE Holdings LLC, Weiss Property Management LLC, Gary A & Donna J Hamann Joint Revocable Trust, Jeremy & Jennifer Bryant, Roger & Susan Langkopf, Roger D & Susan L Langkopf, Uptick Enterprises LLC, Daniel F & Kayce A Strohmeier, Jerome F Kuenzel Revocable Living Trust & Donna M Kuenzel Revocable Living Trust, Loretta Kossakowski, Dominica Diane Alfermann, Allen Revocable Trust, 1400 Jefferson LLC, Union Electric Co, JDTF Family Properties LLC, Rockwood Asset Management 6 LLC,

Cataldo & Liberata S Alu and Lester A Stumpe Trust Etal, copies of which are collectively marked Exhibit A and are 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 Agreements 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 A

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ___ day of _____, 2023 (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and L.B. JR & WILLIAM W. ECKELKAMP TRS (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 2 E. 5TH ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 15 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City’s entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
L.B. JR & WILLIAM W. ECKELKAMP TRS

Name: _____

Title: _____

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared _____, who being by me duly sworn did say that said instrument was signed and sealed on behalf of said _____, Trustee of the L.B. JR & WILLIAM W. ECKELKAMP TRS, and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared _____, who being by me duly sworn did say that said instrument was signed and sealed on behalf of said _____, Trustee of the L.B. JR & WILLIAM W. ECKELKAMP TRS, and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and ECKELKAMP INV CO (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 514/516 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

- 1. GRANT OF EASEMENT.** Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**
- 2. EASEMENT LOCATION AND TERM.** The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 15 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**
- 3. NON-EXCLUSIVE EASEMENT.** The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.
- 4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES.** The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
ECKELKAMP INV CO

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared _____, who, being by me duly sworn did say that (s)he is the President [or other officer or agent], of ECKELKAMP INV CO, a corporation of the State of _____, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

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

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ___ day of _____, 20___ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and ST PETERS UNITED CHURCH OF CHRIST (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 520 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 15 &16 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City’s entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
ST PETERS UNITED CHURCH OF
CHRIST

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__ before me personally appeared _____, (name of manager or member) of ST PETERS UNITED CHURCH OF CHRIST (name of limited liability company), known to me to be the person who executed the within Easement Deed in behalf of said limited liability company and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared _____, who, being by me duly sworn did say that (s)he is the President [or other officer or agent], of ST PETERS UNITED CHURCH OF CHRIST, a corporation of the State of _____, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

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
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and KEVIN R & BRENDA S PETERS (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 602 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 16 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

By: _____
KEVIN R PETERS

By: _____
BRENDA S PETERS

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared KEVIN R PETERS, to me known to be the person(s) 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: _____
Notary Public

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared BRENDA S PETERS, to me known to be the person(s) 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: _____
Notary Public

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STATE OF MISSOURI)
) SS:
 COUNTY OF FRANKLIN)

On this _____ day of _____, 20___, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and Sal MANIACI (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 604 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 16 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
Sal MANIACI

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared Sal MANIACI, to me known to be the person(s) 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: _____
Notary Public

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and RICHARD T MOORE & ANGELA J MOSBACH (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 610 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 16 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City’s entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

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8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
RICHARD T MOORE

By: _____
ANGELA J MOSBACH

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared RICHARD T MOORE, to me known to be the person(s) 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: _____
Notary Public

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared ANGELA J MOSBACH, to me known to be the person(s) 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: _____
Notary Public

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Exhibit A
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and DEBIE L BREWER (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 612 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 16 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

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ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
DEBIE L BREWER

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared DEBIE L BREWER, to me known to be the person(s) 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: _____
Notary Public

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and LOUIS B. ECKELKAMP, INC. (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 620 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 16 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City’s entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

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5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

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9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
LOUIS B. ECKELKAMP INC.

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared _____, who, being by me duly sworn did say that (s)he is the President [or other officer or agent], of LOUIS B. ECKELKAMP INC., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

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

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and ANDERS HOLDINGS LLC (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 622 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 16 & 17 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
ANDERS HOLDINGS LLC

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this ____ day of _____, 20__, before me personally appeared _____, (name of manager or member) of Anders Holdings, LLC, known to me to be the person who executed the within Easement Deed in behalf of said limited liability company and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this ____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and ROGER C & DEBORAH A AHOLT JOINT REVOCABLE TRUST (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 710 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 17 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
ROGER C & DEBORAH A AHOLT
JOINT REVOCABLE TRUST

Name: _____

Title: _____

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared _____, who being by me duly sworn did say that said instrument was signed and sealed on behalf of said _____, Trustee of the ROGER C & DEBORAH A AHOLT JOINT REVOCABLE TRUST, and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared _____, who being by me duly sworn did say that said instrument was signed and sealed on behalf of said _____, Trustee of the ROGER C & DEBORAH A AHOLT JOINT REVOCABLE TRUST, and acknowledged to me that (s)he executed the same for the purposes therein stated.

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
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and STACIE M EDWARDS (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 712 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

- 1. GRANT OF EASEMENT.** Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**
- 2. EASEMENT LOCATION AND TERM.** The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 17 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**
- 3. NON-EXCLUSIVE EASEMENT.** The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.
- 4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES.** The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
STACIE M EDWARDS

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared STACIE M EDWARDS, to me known to be the person(s) 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: _____
Notary Public

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and ECKELKAMP ENTERPRISES, LLC (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 714 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

- 1. GRANT OF EASEMENT.** Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**
- 2. EASEMENT LOCATION AND TERM.** The Easement areas shall be located on the Owner’s real property and are generally depicted on Pages 17 & 18 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**
- 3. NON-EXCLUSIVE EASEMENT.** The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.
- 4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES.** The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
ECKELKAMP ENTERPRISES, LLC

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this ____ day of _____, 20__, before me personally appeared _____, (name of manager or member) of Eckelkamp Enterprises, LLC, known to me to be the person who executed the within Easement Deed in behalf of said limited liability company and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this ____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and ECKELKAMP ENTERPRISES, LLC (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 716 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Pages 18 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City’s entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
ECKELKAMP ENTERPRISES, LLC

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this ____ day of _____, 20__, before me personally appeared _____, (name of manager or member) of Eckelkamp Enterprises, LLC, known to me to be the person who executed the within Easement Deed in behalf of said limited liability company and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this ____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and COWBOY’S HOLDINGS, LLC (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 804 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 18 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City’s entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

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ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
COWBOY'S HOLDINGS, LLC

Name: Larry Proemsey

Title: Registered Agent

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this ____ day of _____, 20__ before me personally appeared _____, (name of manager or member) of COWBOY'S HOLDINGS, LLC (name of limited liability company), known to me to be the person who executed the within Easement Deed in behalf of said limited liability company and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this ____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and 4 ZS ENTERPRISES LCC (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 806 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 18 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City’s entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
4 ZS ENTERPRISES LCC

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this ____ day of _____, 20__ before me personally appeared _____, (name of manager or member) of 4 ZS ENTERPRISES LCC (name of limited liability company), known to me to be the person who executed the within Easement Deed in behalf of said limited liability company and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this ____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and GENEVA LAKES LLC (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 808 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 18 & 19 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
GENEVA LAKES LLC

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this ____ day of _____, 20__ before me personally appeared _____, (name of manager or member) of GENEVA LAKES LLC (name of limited liability company), known to me to be the person who executed the within Easement Deed in behalf of said limited liability company and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this ____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and CALEB THOMAS (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 1004 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 20 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City’s entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
CALEB THOMAS

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared CALEB THOMAS, to me known to be the person(s) 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: _____
Notary Public

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and TINA M BEHLMANN REVOCABLE TRUST (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 1006 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 20 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City’s entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages

or disturbance to the Easement Premises not caused by the City's use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
TINA M BEHLMANN REVOCABLE
TRUST

Name: _____

Title: _____

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared _____, who being by me duly sworn did say that said instrument was signed and sealed on behalf of said _____, Trustee of the TINA M BEHLMANN REVOCABLE TRUST, and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared _____, who being by me duly sworn did say that said instrument was signed and sealed on behalf of said _____, Trustee of the TINA M BEHLMANN REVOCABLE TRUST, and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and JAYNE M BARRINGHAUS (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 1104 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

- 1. GRANT OF EASEMENT.** Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

- 2. EASEMENT LOCATION AND TERM.** The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 20 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

- 3. NON-EXCLUSIVE EASEMENT.** The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

- 4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES.** The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
JAYNE M BARRINGHAUS

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared JAYNE M BARRINGHAUS, to me known to be the person(s) 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: _____
Notary Public

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and MORGAN MOORHEAD & JUSTIN LOWRANCE (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 1106 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 20 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
MORGAN MOORHEAD

By: _____
JUSTIN LOWRANCE

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared MORGAN MOORHEAD, to me known to be the person(s) 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: _____
Notary Public

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared JUSTIN LOWRANCE, to me known to be the person(s) 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: _____
Notary Public

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__ , before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and FRANKLIN COUNTY VACUUM, LLC (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 513 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 15 & 16 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City’s entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
FRANKLIN COUNTY VACUUM, LLC

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__ before me personally appeared _____, (name of manager or member) of FRANKLIN COUNTY VACUUM, LLC (name of limited liability company), known to me to be the person who executed the within Easement Deed in behalf of said limited liability company and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and MICHEL E VOLLMER (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 521 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 16 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City’s entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
MICHEL E VOLLMER

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared MICHEL E VOLLMER, to me known to be the person(s) 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: _____
Notary Public

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ___ day of _____, 20___ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and RALPH F & MARCELINE TEAGUE (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 601 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 16 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City’s entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
RALPH F. TEAGUE

By: _____
MARCELINE TEAGUE

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared RALPH F. TEAGUE, to me known to be the person(s) 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: _____
Notary Public

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared MARCELINE TEAGUE, to me known to be the person(s) 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: _____
Notary Public

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and ADAM D VEHIGE (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 603 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

- 1. GRANT OF EASEMENT.** Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**
- 2. EASEMENT LOCATION AND TERM.** The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 16 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**
- 3. NON-EXCLUSIVE EASEMENT.** The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.
- 4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES.** The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
ADAM D VEHIGE

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared ADAM D VEHIGE, to me known to be the person(s) 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: _____
Notary Public

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and JIMMY L & CARLY T COOPER (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 607 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 16 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City’s entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
JIMMY L COOPER

By: _____
CARLY T COOPER

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared JIMMY L COOPER, to me known to be the person(s) 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: _____
Notary Public

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared CARLY T COOPER, to me known to be the person(s) 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: _____
Notary Public

Exhibit A
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ___ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and COWBOYS HOLDINGS, LLC (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 609 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

- 1. GRANT OF EASEMENT.** Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

- 2. EASEMENT LOCATION AND TERM.** The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 16 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

- 3. NON-EXCLUSIVE EASEMENT.** The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

- 4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES.** The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

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9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
COWBOYS HOLDINGS, LLC

Name: Larry Proemsey

Title: Registered Agent

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__ before me personally appeared _____, (name of manager or member) of COWBOYS HOLDINGS LLC (name of limited liability company), known to me to be the person who executed the within Easement Deed in behalf of said limited liability company and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ___ day of _____, 20___ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and MOLLY FEMMER (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 611 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 16 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
MOLLY FEMMER

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared MOLLY FEMMER, to me known to be the person(s) 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: _____
Notary Public

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ___ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and MICHAEL & MOLLY ROOT JOINT LIVING TRUST (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 613 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 16 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
MICHAEL & MOLLY ROOT JOINT LIVING
TRUST

Name: _____

Title: _____

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally
appeared _____, who being by me duly sworn did
say that said instrument was signed and sealed on behalf of said _____
_____, Trustee of the MICHAEL & MOLLY ROOT JOINT LIVING TRUST,
and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally
appeared _____, who being by me duly sworn did
say that said instrument was signed and sealed on behalf of said _____
_____, Trustee of the MICHAEL & MOLLY ROOT JOINT LIVING TRUST,
and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ___ day of _____, 20___ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and DARREN E & AMY L HELLMANN (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 615 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Pages 16 & 17 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
DARREN E. HELLMANN

By: _____
AMY L. HELLMANN

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared DARREN E HELLMANN, to me known to be the person(s) 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: _____
Notary Public

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared AMY L HELLMANN, to me known to be the person(s) 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: _____
Notary Public

Exhibit A

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ___ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and ECKELKAMP INV CO (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 617 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 17 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City’s entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
ECKELKAMP INV CO

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared _____, who, being by me duly sworn did say that (s)he is the President [or other officer or agent], of ECKELKAMP INV CO, a corporation of the State of _____, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

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

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and ECKELKAMP ENT (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 702 INDUSTRIAL AVE (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 17 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
ECKELKAMP ENT

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this ____ day of _____, 20__ before me personally appeared _____, (name of manager or member) of ECKELKAMP ENT (name of limited liability company), known to me to be the person who executed the within Easement Deed in behalf of said limited liability company and acknowledged to me that (s)he executed the same for the purposes therein stated.

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 _____

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this ____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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 _____

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ___ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and JEFFERSON STREET DEVELOPERS, LLC (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 705 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 17 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City’s entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: 
JEFFERSON STREET DEVELOPERS,
LLC

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF Franklin)

On this 3 day of January, 2023 before me personally appeared Andrew F Uninstall, (name of manager or member) of JEFFERSON STREET DEVELOPERS, LLC (name of limited liability company), known to me to be the person who executed the within Easement Deed in behalf of said limited liability company and acknowledged to me that (s)he executed the same for the purposes therein stated.

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 Vaneck
Notary Public



STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and PARKER-HANNIFIN CORP (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 17 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
PARKER-HANNIFIN CORP

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared _____, who, being by me duly sworn did say that (s)he is the President [or other officer or agent], of PARKER-HANNIFIN CORP, a corporation of the State of _____, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

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

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ___ day of _____, 20___ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and HARMS-TROESSER PROPERTIES, LLC (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 715-719 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 17 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
HARMS-TROESSER PROPERTIES, LLC

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this ____ day of _____, 20__ before me personally appeared _____, (name of manager or member) of HARMS-TROESSER PROPERTIES, LLC, known to me to be the person who executed the within Easement Deed in behalf of said limited liability company and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this ____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and ARCO PROPERTIES, LLC (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 723 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Pages 17 & 18 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
ARCO PROPERTIES, LLC

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__ before me personally appeared _____, (name of manager or member) of ARCO PROPERTIES, LLC, known to me to be the person who executed the within Easement Deed in behalf of said limited liability company and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ___ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and VETERANS OF FOREIGN WARS (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 813 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Pages 18 & 19 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City’s entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
VETERANS OF FOREIGN WARS

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared _____, who, being by me duly sworn did say that (s)he is the President [or other officer or agent], of VETERANS OF FOREIGN WARS, a corporation of the State of _____, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

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

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and BIG BOYS PROPERTIES, LLC (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 919 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 19 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
BIG BOYS PROPERTIES, LLC

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__ before me personally appeared _____, (name of manager or member) of BIG BOYS PROPERTIES, LLC (name of limited liability company), known to me to be the person who executed the within Easement Deed in behalf of said limited liability company and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ___ day of _____, 20___ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and MIDWEST REAL ESTATE COMPANY LLC (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 1001 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 19 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

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8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
MIDWEST REAL ESTATE COMPANY
LLC

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__ before me personally appeared _____, (name of manager or member) of MIDWEST REAL ESTATE COMPANY LLC, known to me to be the person who executed the within Easement Deed in behalf of said limited liability company and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ___ day of _____, 20___ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and Barry J GRUS Revocable Trust (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 1003 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 19 & 20 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City’s entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

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8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
Barry J GRUS Revocable Trust

Name: _____

Title: _____

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared _____, who being by me duly sworn did say that said instrument was signed and sealed on behalf of said _____, Trustee of the Barry J GRUS Revocable Trust, and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared _____, who being by me duly sworn did say that said instrument was signed and sealed on behalf of said _____, Trustee of the Barry J GRUS Revocable Trust, and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ___ day of _____, 20___ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and BRINKER JOINT REVOCABLE TRUST (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 1005 S. JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

- 1. GRANT OF EASEMENT.** Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**
- 2. EASEMENT LOCATION AND TERM.** The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 20 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**
- 3. NON-EXCLUSIVE EASEMENT.** The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.
- 4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES.** The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
BRINKER JOINT REVOCABLE TRUST

Name: _____

Title: _____

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared _____, who being by me duly sworn did say that said instrument was signed and sealed on behalf of said _____, Trustee of the BRINKER JOINT REVOCABLE TRUST, and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared _____, who being by me duly sworn did say that said instrument was signed and sealed on behalf of said _____, Trustee of the BRINKER JOINT REVOCABLE TRUST, and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)
) SS:
 COUNTY OF FRANKLIN)

On this _____ day of _____, 20___, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and Donna M Woolery (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 1007 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 20 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
Donna M Woolery

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared Donna M Woolery, to me known to be the person(s) 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: _____
Notary Public

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ___ day of _____, 20___ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and Alta M SMITH (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 1009 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 20 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
Alta M SMITH

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared Alta M SMITH, to me known to be the person(s) 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: _____
Notary Public

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and KLEEKAMP BROTHERS DEV, LLC (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 1103 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 20 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City’s entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

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8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
KLEEKAMP BROTHERS DEV, LLC

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this ____ day of _____, 20__ before me personally appeared _____, (name of manager or member) of KLEEKAMP BROTHERS DEV LLC, known to me to be the person who executed the within Easement Deed in behalf of said limited liability company and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this ____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ___ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and KLEEKAMP BROTHERS DEV, LLC (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

- 1. GRANT OF EASEMENT.** Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

- 2. EASEMENT LOCATION AND TERM.** The Easement areas shall be located on the Owner’s real property and are generally depicted on Pages 20 & 21 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

- 3. NON-EXCLUSIVE EASEMENT.** The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

- 4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES.** The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
KLEEKAMP BROTHERS DEV, LLC

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this ____ day of _____, 20__ before me personally appeared _____, (name of manager or member) of KLEEKAMP BROTHERS DEV LLC, known to me to be the person who executed the within Easement Deed in behalf of said limited liability company and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this ____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and BVE HOLDINGS, LLC (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 1 W TWELFTH ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 21 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City’s entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
BVE HOLDINGS LLC

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__ before me personally appeared _____, (name of manager or member) of BVE HOLDINGS LLC, known to me to be the person who executed the within Easement Deed in behalf of said limited liability company and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and WEISS PROPERTY MANAGEMENT LLC (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 1201 JEFFERSON ST. SUITE 140 (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 21 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
WEISS PROPERTY MANAGEMENT
LLC

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this ____ day of _____, 20__ before me personally appeared _____, (name of manager or member) of WEISS PROPERTY MANAGEMENT LLC, known to me to be the person who executed the within Easement Deed in behalf of said limited liability company and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this ____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and Gary A & Donna J HAMANN Joint Revocable Trust (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 1207 S. JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 21 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City’s entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
Gary A & Donna J HAMANN Joint
Revocable Trust

Name: _____

Title: _____

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared _____, who being by me duly sworn did say that said instrument was signed and sealed on behalf of said _____, Trustee of the Gary A & Donna J HAMANN Joint Revocable Trust, and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared _____, who being by me duly sworn did say that said instrument was signed and sealed on behalf of said _____, Trustee of the Gary A & Donna J HAMANN Joint Revocable Trust, and acknowledged to me that (s)he executed the same for the purposes therein stated.

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
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and Jeremy & Jennifer BRYANT (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 1209 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

- 1. GRANT OF EASEMENT.** Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

- 2. EASEMENT LOCATION AND TERM.** The Easement areas shall be located on the Owner’s real property and are generally depicted on Pages 21 & 22 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

- 3. NON-EXCLUSIVE EASEMENT.** The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

- 4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES.** The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
Jeremy BRYANT

By: _____
Jennifer BRYANT

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared Jeremy BRYANT, to me known to be the person(s) 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: _____
Notary Public

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared Jennifer BRYANT, to me known to be the person(s) 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: _____
Notary Public

Exhibit A
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and Roger & Susan LANGKOPF (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 1211 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

- 1. GRANT OF EASEMENT.** Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**
- 2. EASEMENT LOCATION AND TERM.** The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 22 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**
- 3. NON-EXCLUSIVE EASEMENT.** The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.
- 4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES.** The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
Roger Langkopf

By: _____
Susan Langkopf

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared Roger LANGKOPF, to me known to be the person(s) 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: _____
Notary Public

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared Susan LANGKOPF, to me known to be the person(s) 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: _____
Notary Public

Exhibit A
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and COWBOYS HOLDINGS LLC (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 1213 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 22 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
COWBOYS HOLDINGS LLC

Name: _____

Title: _____

STATE OF MISSOURI)

) SS:

COUNTY OF _____)

On this ____ day of _____, 20__ before me personally appeared _____, (name of manager or member) of COWBOYS HOLDINGS LLC, known to me to be the person who executed the within Easement Deed in behalf of said limited liability company and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)

) SS:

COUNTY OF FRANKLIN)

On this ____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and COWBOYS HOLDINGS LLC (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 1247 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 22 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City’s entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
COWBOYS HOLDINGS LLC

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__ before me personally appeared _____, (name of manager or member) of COWBOYS HOLDINGS LLC, known to me to be the person who executed the within Easement Deed in behalf of said limited liability company and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and Roger D & Susan L LANGKOPF (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 1249 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 22 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City’s entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
Roger D. Langkopf

By: _____
Susan L. Langkopf

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared Roger D LANGKOPF, to me known to be the person(s) 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: _____
Notary Public

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared Susan L. LANGKOPF, to me known to be the person(s) 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: _____
Notary Public

7e

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this ____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and UPTICK ENTERPRISES LLC (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 1251 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 22 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
UPTICK ENTERPRISES LLC

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__ before me personally appeared _____, (name of manager or member) of UPTICK ENTERPRISES LLC, known to me to be the person who executed the within Easement Deed in behalf of said limited liability company and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ___ day of _____, 20___ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and Daniel F & Kayce A STROHMEYER (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 1301 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Pages 22 & 23 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
Daniel F. Strohmeyer

By: _____
Kayce A. Strohmeyer

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared Daniel F STROHMEYER, to me known to be the person(s) 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: _____
Notary Public

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared Kayce A. STROHMEYER, to me known to be the person(s) 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: _____
Notary Public

STATE OF MISSOURI)
) SS:
 COUNTY OF FRANKLIN)

On this _____ day of _____, 20__ , before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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

7e

Exhibit A

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and JEROME F KUENZEL REVOCABLE LIVING TRUST & DONNA M KUENZEL REVOCABLE LIVING TRUST (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 1303 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 23 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
JEROME F KUENZEL REVOCABLE
LIVING TRUST & DONNA M KUENZEL
REVOCABLE LIVING TRUST

Name: _____

Title: _____

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared _____, who being by me duly sworn did say that said instrument was signed and sealed on behalf of said _____, Trustee of the JEROME F KUENZEL REVOCABLE LIVING TRUST & DONNA M KUENZEL REVOCABLE LIVING TRUST, and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared _____, who being by me duly sworn did say that said instrument was signed and sealed on behalf of said _____, Trustee of the JEROME F KUENZEL REVOCABLE LIVING TRUST & DONNA M KUENZEL REVOCABLE LIVING TRUST, and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ___ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and Loretta KOSSAKOWSKI (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 1305 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 23 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
Loretta KOSSAKOWSKI

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared Loretta KOSSAKOWSKI, to me known to be the person(s) 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: _____
Notary Public

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and Dominica Diane ALFERMANN (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 1307 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 23 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
Dominica Diane ALFERMANN

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared Dominica Diane ALFERMANN, to me known to be the person(s) 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: _____
Notary Public

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ___ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and ALLEN REVOCABLE TRUST (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 1309 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 23 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City’s entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
ALLEN REVOCABLE TRUST

Name: _____

Title: _____

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared _____, who being by me duly sworn did say that said instrument was signed and sealed on behalf of said _____, Trustee of the ALLEN REVOCABLE TRUST, and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared _____, who being by me duly sworn did say that said instrument was signed and sealed on behalf of said _____, Trustee of the ALLEN REVOCABLE TRUST, and acknowledged to me that (s)he executed the same for the purposes therein stated.

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
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and 1400 JEFFERSON LLC (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 1351 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Pages 23 & 24 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City’s entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
1400 JEFFERSON LLC

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__ before me personally appeared _____, (name of manager or member) of 1400 JEFFERSON LLC, known to me to be the person who executed the within Easement Deed in behalf of said limited liability company and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ___ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and UNION ELECTRIC CO (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 24 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
UNION ELECTRIC CO

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared _____, who, being by me duly sworn did say that (s)he is the President [or other officer or agent], of UNION ELECTRIC CO, a corporation of the State of _____, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

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

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ___ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and JDTF FAMILY PROPERTIES LLC (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 1401 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 24 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City’s entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
JDTF FAMILY PROPERTIES LLC

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__ before me personally appeared _____, (name of manager or member) of JDTF FAMILY PROPERTIES LLC, known to me to be the person who executed the within Easement Deed in behalf of said limited liability company and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ____ day of _____, 20__ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and ROCKWOOD ASSET MANAGEMENT 6 LLC (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 1403 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Pages 24 & 25 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
ROCKWOOD ASSET MANAGEMENT 6
LLC

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__ before me personally appeared _____, (name of manager or member) of ROCKWOOD ASSET MANAGEMENT 6 LLC, known to me to be the person who executed the within Easement Deed in behalf of said limited liability company and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 20__, before me personally appeared Darren Lamb, who being by me duly sworn did say that he is the City Administrator 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 Darren Lamb 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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ___ day of _____, 20___ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and Cataldo & Liberata S Alu (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as 1405 JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

- 1. GRANT OF EASEMENT.** Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**
- 2. EASEMENT LOCATION AND TERM.** The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 25 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**
- 3. NON-EXCLUSIVE EASEMENT.** The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.
- 4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES.** The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
Cataldo Alu

By: _____
Liberata S. Alu

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared Cataldo ALU, to me known to be the person(s) 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: _____
Notary Public

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared Liberata S. ALU, to me known to be the person(s) 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: _____
Notary Public

Exhibit A

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement is made this ___ day of _____, 20___ (“Effective Date”) by and between the City of Washington, Missouri, 405 Jefferson Street, Washington, Missouri 63090 a third class city and municipal corporation of the State of Missouri, (“City”) and LESTER A STUMPE TRUST ETAL (“Owner”).

WHEREAS, the City has appropriated funds and will contract for the construction of the Jefferson Street Improvements (the “Improvements”); and

WHEREAS, Owner owns certain real property more particularly described as JEFFERSON ST (the “Property”); and

WHEREAS, Owner wishes to grant the City a temporary construction easement over the Property for the purpose of allowing the City’s general contractor to construct a certain portion of the **Improvements** appurtenant to the Property.

NOW, THEREFORE, in consideration of the following covenants and promises, the parties agree as follows:

1. GRANT OF EASEMENT. Owner hereby conveys to the City a temporary construction easement for the purpose of **construction of permanent improvements, activities including, but not limited to; sidewalk connection, driveway improvements, grading, drainage improvements, landscaping and constructability.**

2. EASEMENT LOCATION AND TERM. The Easement areas shall be located on the Owner’s real property and are generally depicted on Page 25 of 25 of PLANS, attached hereto. The term of the Easement Agreement shall commence on the Effective Date and shall continue until **completion of the Improvements, at which time agreement shall terminate.**

3. NON-EXCLUSIVE EASEMENT. The Easement shall be non-exclusive and shall not preclude Owner or its employees, contractors, or other agents from use of the Easement Premises. Owner shall not use the Easement Premises in any manner that interferes with the City’s construction activities therein.

4. CONDUCT OF WORK AND RESTORATION OF EASEMENT PREMISES. The City shall comply with all rules and regulations, whether federal, state, county, or municipal relating to the occupancy and use of the Easement Premises. On revocation, surrender or other termination of this Easement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City in as good a condition as same were at the time of the City’s entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City (or any contractor, employee or agent of the City). The City shall not be responsible for restoring damages or disturbance to the Easement Premises not caused by the City’s use of the Easement Premises.

5. ASSIGNMENT. The parties shall not assign any of the rights or obligations created hereunder without the prior written consent of the other. The terms of this Agreement shall be binding upon and shall inure to the benefit of the permitted successors in interest or the legal representatives of the parties.

6. ATTORNEY'S FEES. If any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorneys' fees, which rights shall survive termination of this Agreement.

7. RELATIONSHIP OF THE PARTIES. The parties to this Agreement are not and shall not be construed to be partners, joint venturers or agents of one another with respect to the installation of improvements or any other activities associated with this Agreement.

8. DUPLICATE ORIGINALS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. INTEGRATION. This Agreement is the full and complete expression of the agreement of the parties with respect to the subject matter hereof, embodies the entire Agreement of the parties and there are no promises, terms, conditions, or obligations other than those contained or referenced herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

ATTEST:

CITY OF WASHINGTON

Sherri Klekamp, City Clerk

Darren Lamb, City Administrator

OWNER

By: _____
LESTER A STUMPE TRUST ETAL

Name: _____

Title: _____

Name: _____

Title: _____

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared _____, who being by me duly sworn did say that said instrument was signed and sealed on behalf of said _____, Trustee of the LESTER A STUMPE TRUST ETAL, and acknowledged to me that (s)he executed the same for the purposes therein stated.

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

STATE OF MISSOURI)
) SS:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared _____, who being by me duly sworn did say that said instrument was signed and sealed on behalf of said _____, Trustee of the LESTER A STUMPE TRUST ETAL, and acknowledged to me that (s)he executed the same for the purposes therein stated.

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



January 9, 2023

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

**RE: Jefferson Street - Roadway and ADA Compliance Project, STP-6406(607)
Temporary Construction Easement Ordinance and Agreements**

Dear Mayor and City Council Members:

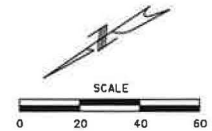
Find attached for your review and approval an ordinance and 63 temporary construction easement (TCE) agreements for TCE acquisition. These takings are required to complete the construction of this project. Please refer to the attachments which indicate the locations of these properties.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Andrea F. Lueken".

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

- ROW LEGEND**
- NEW ROW
 - PERMANENT ACCESS EASEMENT
 - TEMPORARY EASEMENT



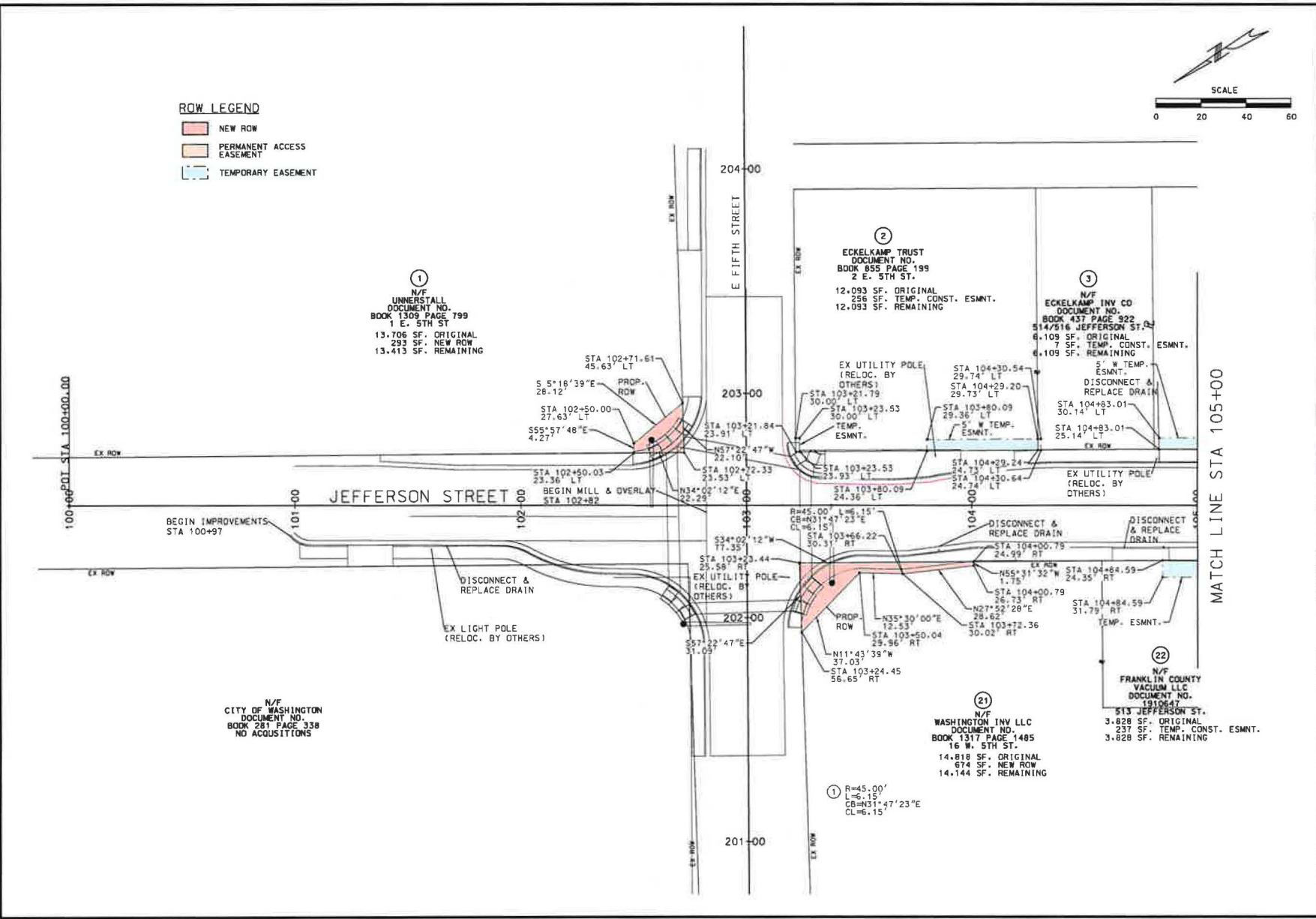
**CITY OF WASHINGTON
JEFFERSON STREET
IMPROVEMENT PLANS
STP - 6406(607)**



DATE	DESCRIPTION

"THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT."

STEVE STERNWANG, P.E.
PE # 200500103
DATE: 12/1/2022
CHECKED BY: STS
DESIGN BY: GDO
SHEET: SHEET 15 OF 25



①
N/F
UNNERSTALL
DOCUMENT NO.
BOOK 1309 PAGE 799
1 E. 5TH ST
13,706 SF. ORIGINAL
293 SF. NEW ROW
13,413 SF. REMAINING

②
ECKELKAMP TRUST
DOCUMENT NO.
BOOK 855 PAGE 199
2 E. 5TH ST.
12,093 SF. ORIGINAL
256 SF. TEMP. CONST. ESMNT.
12,093 SF. REMAINING

③
N/F
ECKELKAMP INV CO
DOCUMENT NO.
BOOK 437 PAGE 922
514/516 JEFFERSON ST.
6,109 SF. ORIGINAL
7 SF. TEMP. CONST. ESMNT.
6,109 SF. REMAINING

②1
N/F
WASHINGTON INV LLC
DOCUMENT NO.
BOOK 1317 PAGE 1485
16 W. 5TH ST.
14,818 SF. ORIGINAL
674 SF. NEW ROW
14,144 SF. REMAINING

②2
N/F
FRANKLIN COUNTY
VACUUM LLC
DOCUMENT NO.
1910647
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237 SF. TEMP. CONST. ESMNT.
3,828 SF. REMAINING

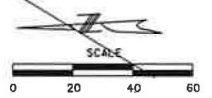
①
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L=6.15'
CB=N31°47'23"E
CL=6.15'

N/F
CITY OF WASHINGTON
DOCUMENT NO.
BOOK 281 PAGE 338
NO ACQUISITIONS

7e

ROW LEGEND

	NEW ROW
	PERMANENT ACCESS EASEMENT
	TEMPORARY EASEMENT



EDSI
 ENGINEERING DESIGN SOURCE, INC.
 16445 164th Ave., Suite 200
 Overland Park, Kansas 66207
 Phone: 913.241.0715
 Fax: 913.241.0715
 Missouri Engineering Commission # 0903231

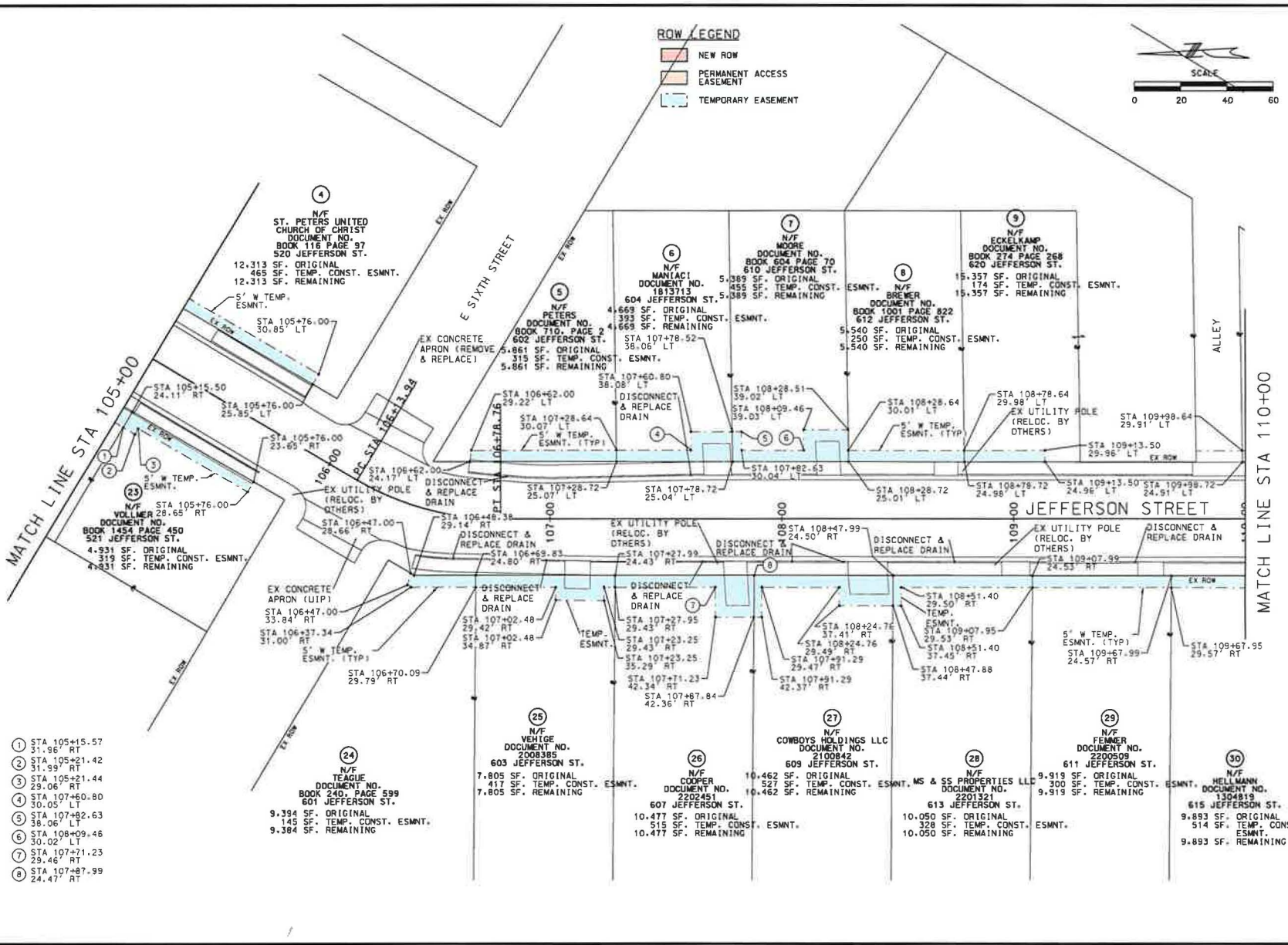
**CITY OF WASHINGTON
 JEFFERSON STREET
 IMPROVEMENT PLANS
 STP - 6406(607)**



DATE	DESCRIPTION

THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT.

STEVE STINNEMANN, P.E.
 PE # MO-20000193
 DATE: 12/1/2022
 CHECKED BY: STS
 DESIGN BY: GDO
 SHEET: 16 OF 25



- 1 STA 105+15.57 31.98 RT
- 2 STA 105+21.42 31.99 RT
- 3 STA 105+21.44 29.06 RT
- 4 STA 107+60.80 30.05 LT
- 5 STA 107+82.63 48.06 LT
- 6 STA 108+09.46 30.02 LT
- 7 STA 107+71.23 29.46 RT
- 8 STA 107+87.99 24.47 RT

24 N/F TEAGUE DOCUMENT NO. BOOK 240, PAGE 539 601 JEFFERSON ST.
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 145 SF. TEMP. CONST. ESMNT.
 9,384 SF. REMAINING

25 N/F VEHIGE DOCUMENT NO. 2008385 603 JEFFERSON ST.
 7,805 SF. ORIGINAL
 417 SF. TEMP. CONST. ESMNT.
 7,805 SF. REMAINING

26 N/F COOPER DOCUMENT NO. 2202451 607 JEFFERSON ST.
 10,477 SF. ORIGINAL
 515 SF. TEMP. CONST. ESMNT.
 10,477 SF. REMAINING

27 N/F COWBOYS HOLDINGS LLC DOCUMENT NO. 2100842 609 JEFFERSON ST.
 10,462 SF. ORIGINAL
 527 SF. TEMP. CONST. ESMNT.
 10,462 SF. REMAINING

28 N/F MS & SS PROPERTIES L.L.C. DOCUMENT NO. 2201321 613 JEFFERSON ST.
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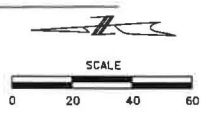
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 9,919 SF. REMAINING

30 N/F HELL MANN DOCUMENT NO. 1304819 615 JEFFERSON ST.
 9,893 SF. ORIGINAL
 514 SF. TEMP. CONST. ESMNT.
 9,893 SF. REMAINING

7e

ROW LEGEND

- NEW ROW
- PERMANENT ACCESS EASEMENT
- TEMPORARY EASEMENT



EDSI
 ENGINEERING DESIGN SOURCE, INC.
 1820 4th Ave. N.W., Suite 202
 Grand Rapids, MI 49503
 Phone: 616.233.8888
 Fax: 616.233.8888
 E-mail: info@edsinc.com

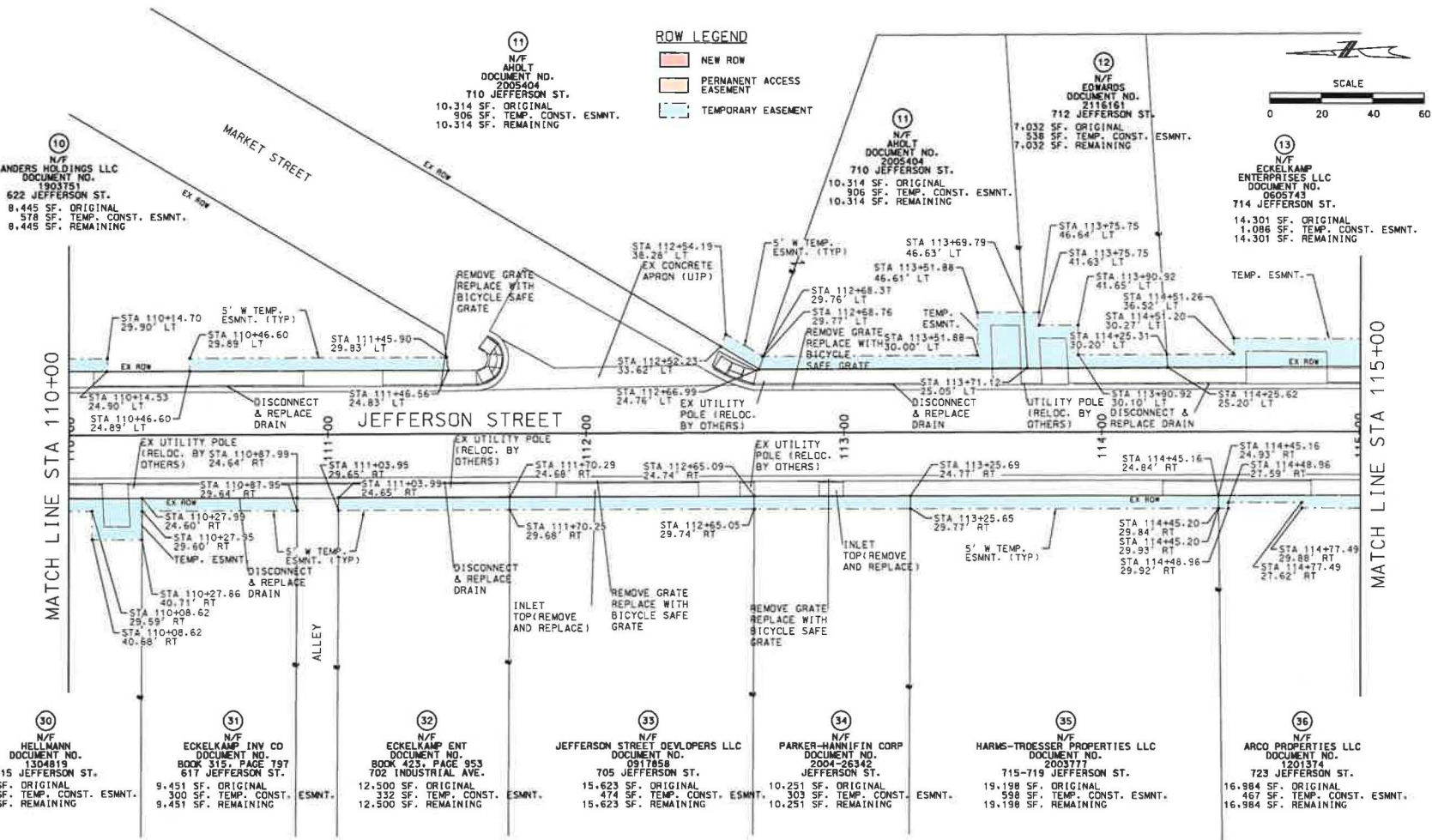
CITY OF WASHINGTON
JEFFERSON STREET
IMPROVEMENT PLANS
STP - 6406(607)



DATE	DESCRIPTION

"THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT."

STEVE STRIEMANN, P.E.
 PE # 26000
 TITLE
 DATE: 12/11/2022
 CHECKED BY: STS
 DESIGN BY: GDO
 SHEET: 17 OF 25



10
 N/F
 ANDERS HOLDINGS LLC
 DOCUMENT NO.
 1903751
 622 JEFFERSON ST.
 8,445 SF. ORIGINAL
 578 SF. TEMP. CONST. ESMNT.
 8,445 SF. REMAINING

11
 N/F
 AHOLT
 DOCUMENT NO.
 2005404
 710 JEFFERSON ST.
 10,314 SF. ORIGINAL
 906 SF. TEMP. CONST. ESMNT.
 10,314 SF. REMAINING

11
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 AHOLT
 DOCUMENT NO.
 2005404
 710 JEFFERSON ST.
 10,314 SF. ORIGINAL
 906 SF. TEMP. CONST. ESMNT.
 10,314 SF. REMAINING

12
 N/F
 EDWARDS
 DOCUMENT NO.
 2116161
 712 JEFFERSON ST.
 7,032 SF. ORIGINAL
 538 SF. TEMP. CONST. ESMNT.
 7,032 SF. REMAINING

13
 N/F
 ECKELKAMP
 ENTERPRISES LLC
 DOCUMENT NO.
 0605743
 714 JEFFERSON ST.
 14,301 SF. ORIGINAL
 1,086 SF. TEMP. CONST. ESMNT.
 14,301 SF. REMAINING

30
 N/F
 HELLMANN
 DOCUMENT NO.
 1304819
 615 JEFFERSON ST.
 9,893 SF. ORIGINAL
 514 SF. TEMP. CONST. ESMNT.
 9,893 SF. REMAINING

31
 N/F
 ECKELKAMP INV CO
 DOCUMENT NO.
 BOOK 315, PAGE 797
 617 JEFFERSON ST.
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 300 SF. TEMP. CONST. ESMNT.
 9,451 SF. REMAINING

32
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 ECKELKAMP ENT
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 332 SF. TEMP. CONST. ESMNT.
 12,500 SF. REMAINING

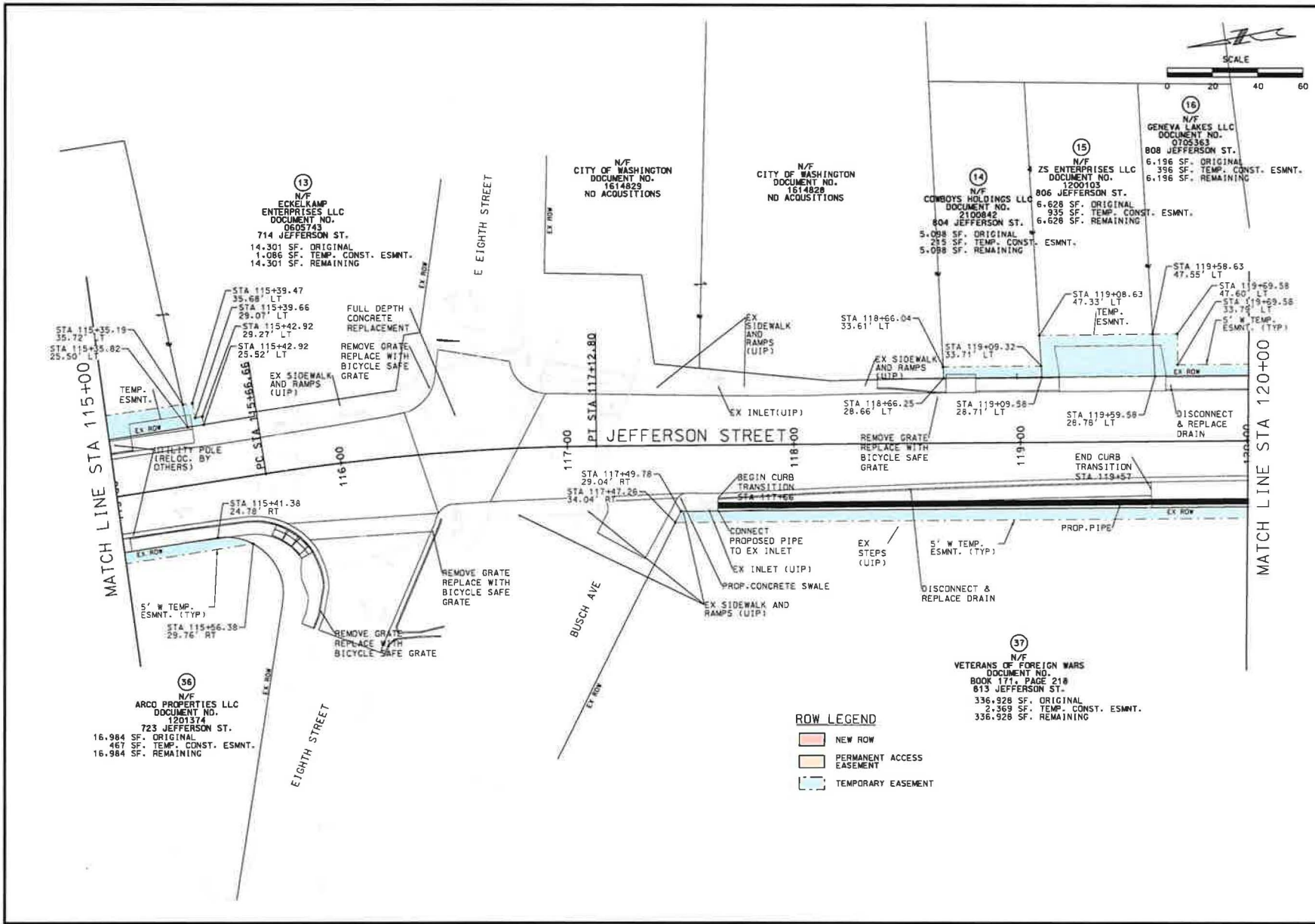
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 JEFFERSON STREET DEVELOPERS LLC
 DOCUMENT NO.
 0917858
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 474 SF. TEMP. CONST. ESMNT.
 15,623 SF. REMAINING

34
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 PARKER-HANNIFIN CORP
 DOCUMENT NO.
 2004-26342
 JEFFERSON ST.
 10,251 SF. ORIGINAL
 303 SF. TEMP. CONST. ESMNT.
 10,251 SF. REMAINING

35
 N/F
 HARMS-TRESSER PROPERTIES LLC
 DOCUMENT NO.
 2003777
 715-719 JEFFERSON ST.
 19,198 SF. ORIGINAL
 598 SF. TEMP. CONST. ESMNT.
 19,198 SF. REMAINING

36
 N/F
 ARCO PROPERTIES LLC
 DOCUMENT NO.
 1201374
 723 JEFFERSON ST.
 16,984 SF. ORIGINAL
 467 SF. TEMP. CONST. ESMNT.
 16,984 SF. REMAINING

7e



- ROW LEGEND**
- NEW ROW
 - PERMANENT ACCESS EASEMENT
 - TEMPORARY EASEMENT



**CITY OF WASHINGTON
 JEFFERSON STREET
 IMPROVEMENT PLANS
 STP - 6406(607)**

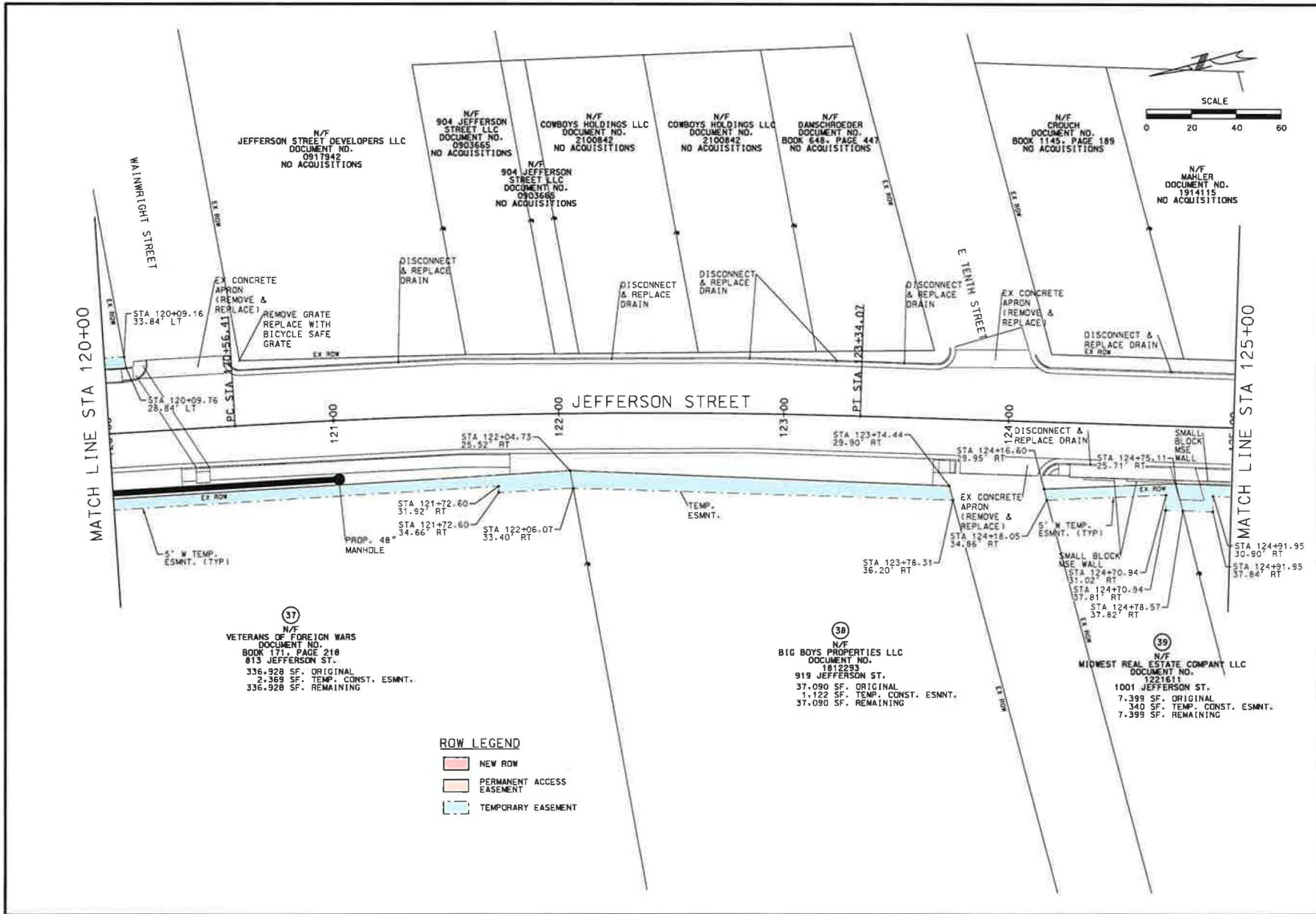


DATE	DESCRIPTION

"THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT."

STEVE STREHMANN, P.E. PE # 20030102
DATE: 12/1/2022
CHECKED BY: STS
DESIGN BY: GDD
SHEET: SHEET 18 OF 25

7e



EDSI
 ENGINEERING DESIGN SOURCE, INC.
 10145 Swallow Hill Rd., Suite 100
 Overland Park, Kansas 66207
 Phone: 913.683.0215
 Fax: 913.683.0215

**CITY OF WASHINGTON
 JEFFERSON STREET
 IMPROVEMENT PLANS
 STP - 6406(607)**



DATE	DESCRIPTION

STEVE STIERMANN, P.E.
 No. 1221611
 TITLE

DATE: 12/1/2022
 CHECKED BY: STS
 DESIGN BY: GDD
 SHEET: SHEET 19 OF 25

"THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT."

ROW LEGEND

- NEW ROW
- PERMANENT ACCESS EASEMENT
- TEMPORARY EASEMENT

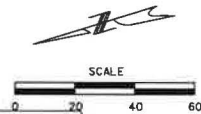
37
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 VETERANS OF FOREIGN WARS
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 BOOK 171, PAGE 218
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 336,928 SF. REMAINING

38
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 BIG BOYS PROPERTIES LLC
 DOCUMENT NO.
 1812293
 919 JEFFERSON ST.
 37,090 SF. ORIGINAL
 1,122 SF. TEMP. CONST. ESMNT.
 37,090 SF. REMAINING

39
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 MIDWEST REAL ESTATE COMPANY LLC
 DOCUMENT NO.
 1221611
 1001 JEFFERSON ST.
 7,399 SF. ORIGINAL
 340 SF. TEMP. CONST. ESMNT.
 7,399 SF. REMAINING

7e

- ROW LEGEND**
- NEW ROW
 - PERMANENT ACCESS EASEMENT
 - TEMPORARY EASEMENT



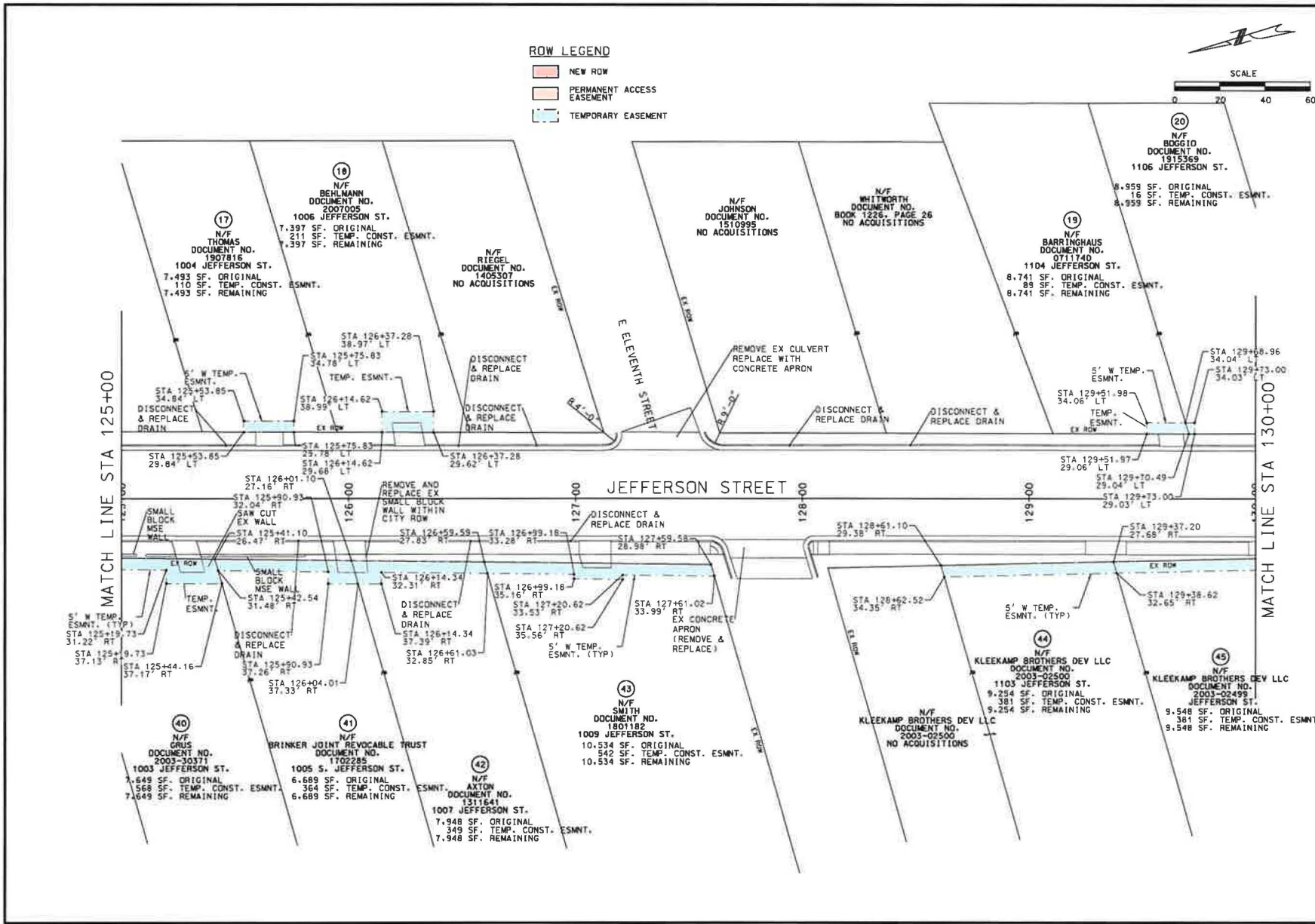
**CITY OF WASHINGTON
JEFFERSON STREET
IMPROVEMENT PLANS
STP - 6406(607)**



DATE	DESCRIPTION

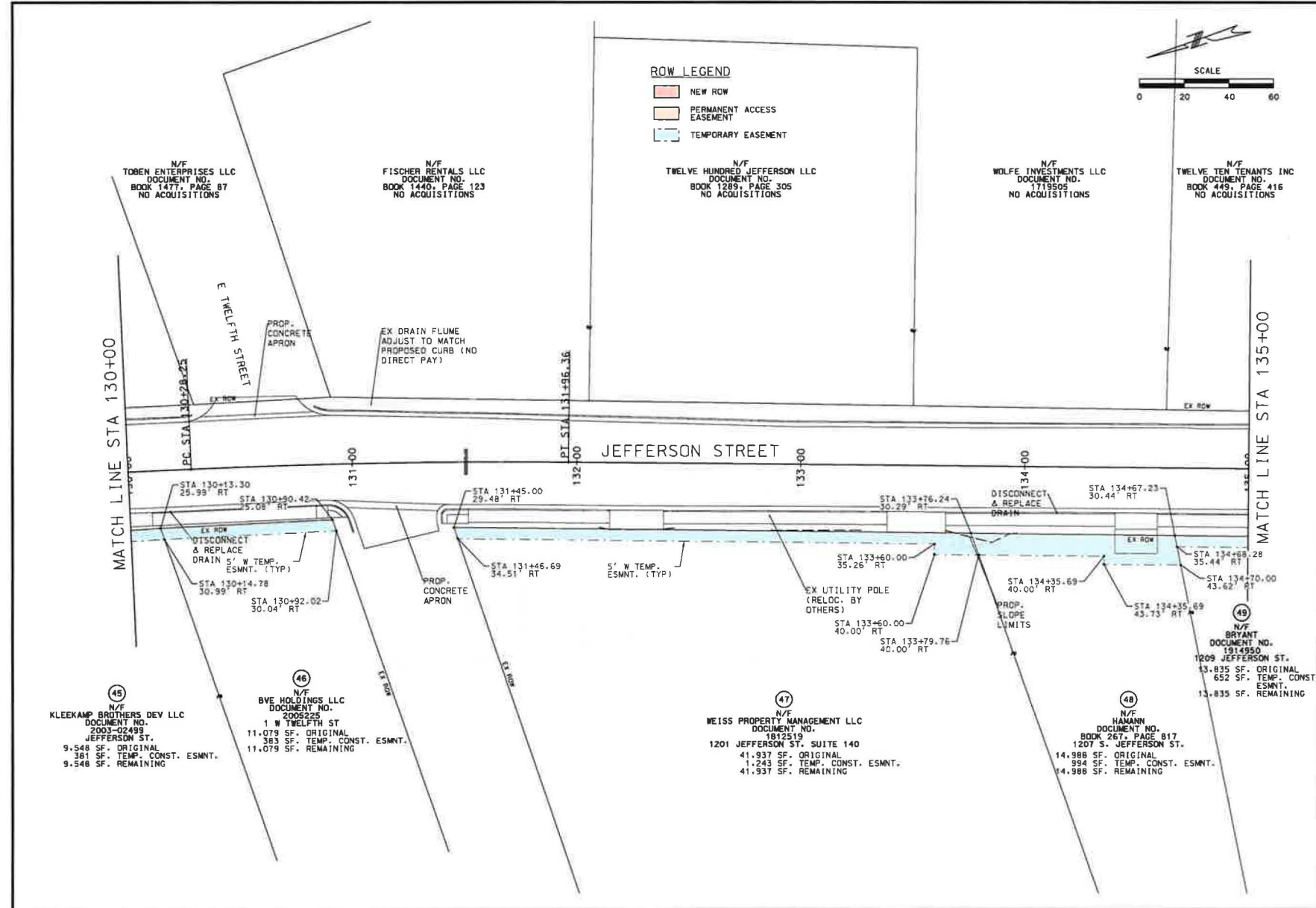
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DATE:	12/1/2022
CHECKED BY:	STS
DESIGN BY:	GDD
SHEET:	20 OF 25

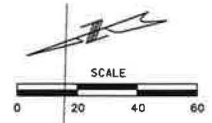


IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

7e



ROW LEGEND
 NEW ROW
 PERMANENT ACCESS EASEMENT
 TEMPORARY EASEMENT



N/F TOREN ENTERPRISES LLC DOCUMENT NO. BOOK 1477, PAGE 87 NO ACQUISITIONS
 N/F FISCHER RENTALS LLC DOCUMENT NO. BOOK 1440, PAGE 123 NO ACQUISITIONS
 N/F TWELVE HUNDRED JEFFERSON LLC DOCUMENT NO. BOOK 1289, PAGE 305 NO ACQUISITIONS
 N/F WOLFE INVESTMENTS LLC DOCUMENT NO. 1719506 NO ACQUISITIONS
 N/F TWELVE TEN TENANTS INC DOCUMENT NO. BOOK 449, PAGE 416 NO ACQUISITIONS

MATCH LINE STA 130+00

MATCH LINE STA 135+00

JEFFERSON STREET

45
 N/F KLEEKAMP BROTHERS DEV LLC
 DOCUMENT NO. 2003-02498
 1107 JEFFERSON ST.
 9,548 SF. ORIGINAL
 361 SF. TEMP. CONST. ESMNT.
 9,548 SF. REMAINING

46
 N/F BVE HOLDINGS LLC
 DOCUMENT NO. 2005225
 1 W TWELFTH ST
 11,079 SF. ORIGINAL
 383 SF. TEMP. CONST. ESMNT.
 11,079 SF. REMAINING

47
 N/F WEISS PROPERTY MANAGEMENT LLC
 DOCUMENT NO. 1812519
 1201 JEFFERSON ST. SUITE 140
 41,937 SF. ORIGINAL
 1,243 SF. TEMP. CONST. ESMNT.
 41,937 SF. REMAINING

48
 N/F HANANN
 DOCUMENT NO. BOOK 267, PAGE 817
 1207 S. JEFFERSON ST.
 14,988 SF. ORIGINAL
 994 SF. TEMP. CONST. ESMNT.
 14,988 SF. REMAINING

49
 N/F BRYANT
 DOCUMENT NO. 1914950
 1209 JEFFERSON ST.
 13,835 SF. ORIGINAL
 652 SF. TEMP. CONST. ESMNT.
 13,835 SF. REMAINING



CITY OF WASHINGTON
 JEFFERSON STREET
 IMPROVEMENT PLANS
 STP - 6408(607)



DATE	DESCRIPTION

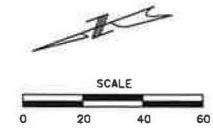
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DATE	12/11/2022
DESIGNED BY	STS
DRAWN BY	GDD
SHEET	21 OF 25

7e

ROW LEGEND

- NEW ROW
- PERMANENT EASEMENT
- TEMPORARY EASEMENT



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DOCUMENT NO.
1812556
NO ACQUISITIONS

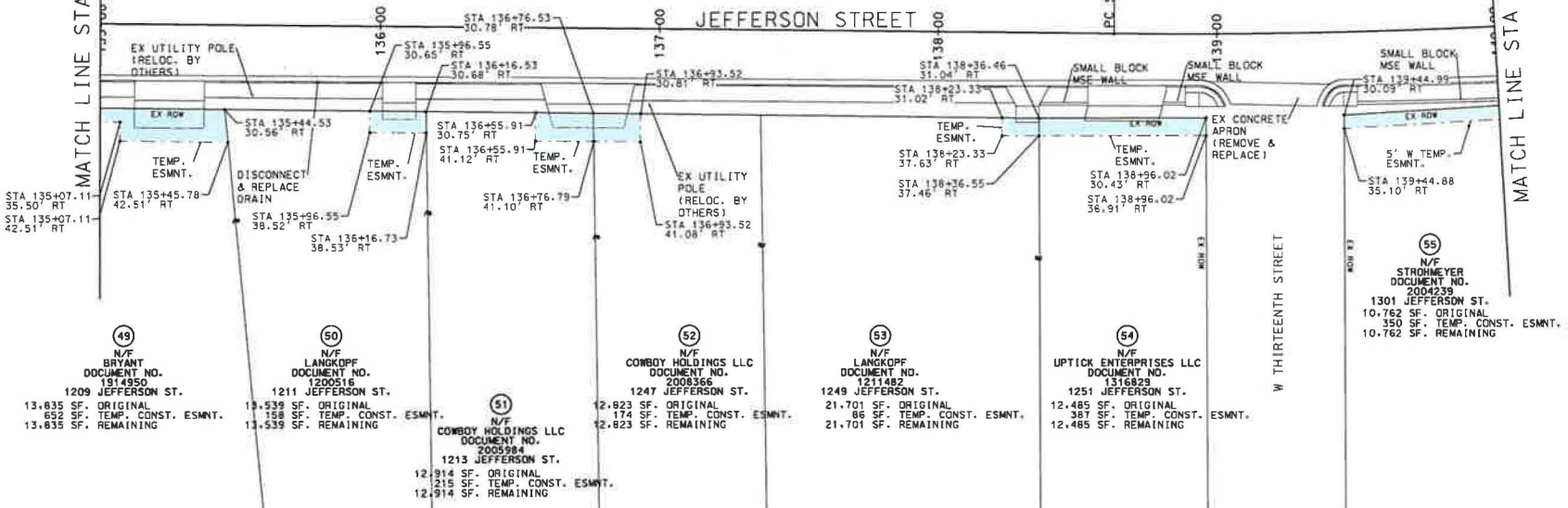
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BOOK 449, PAGE 416
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N/F
BANK OF WASHINGTON
DOCUMENT NO.
BOOK 321, PAGE 637
NO ACQUISITIONS

MATCH LINE STA 135+00

MATCH LINE STA 140+00

JEFFERSON STREET



49
N/F
BRYANT
DOCUMENT NO.
1914950
1209 JEFFERSON ST.
13,835 SF. ORIGINAL
652 SF. TEMP. CONST. ESMNT.
13,835 SF. REMAINING

50
N/F
LANGKOPF
DOCUMENT NO.
1200516
1211 JEFFERSON ST.
13,539 SF. ORIGINAL
158 SF. TEMP. CONST. ESMNT.
13,539 SF. REMAINING

51
N/F
COWBOY HOLDINGS LLC
DOCUMENT NO.
2005984
1213 JEFFERSON ST.
12,914 SF. ORIGINAL
1215 SF. TEMP. CONST. ESMNT.
12,914 SF. REMAINING

52
N/F
COWBOY HOLDINGS LLC
DOCUMENT NO.
2008366
1247 JEFFERSON ST.
12,823 SF. ORIGINAL
174 SF. TEMP. CONST. ESMNT.
12,823 SF. REMAINING

53
N/F
LANGKOPF
DOCUMENT NO.
1211482
1249 JEFFERSON ST.
21,701 SF. ORIGINAL
88 SF. TEMP. CONST. ESMNT.
21,701 SF. REMAINING

54
N/F
UPTICK ENTERPRISES LLC
DOCUMENT NO.
1316829
1251 JEFFERSON ST.
12,485 SF. ORIGINAL
381 SF. TEMP. CONST. ESMNT.
12,485 SF. REMAINING

55
N/F
STROMMEYER
DOCUMENT NO.
2004239
1301 JEFFERSON ST.
10,762 SF. ORIGINAL
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10,762 SF. REMAINING



**CITY OF WASHINGTON
JEFFERSON STREET
IMPROVEMENT PLANS
STP - 6406(607)**

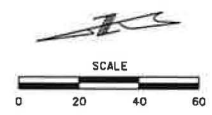


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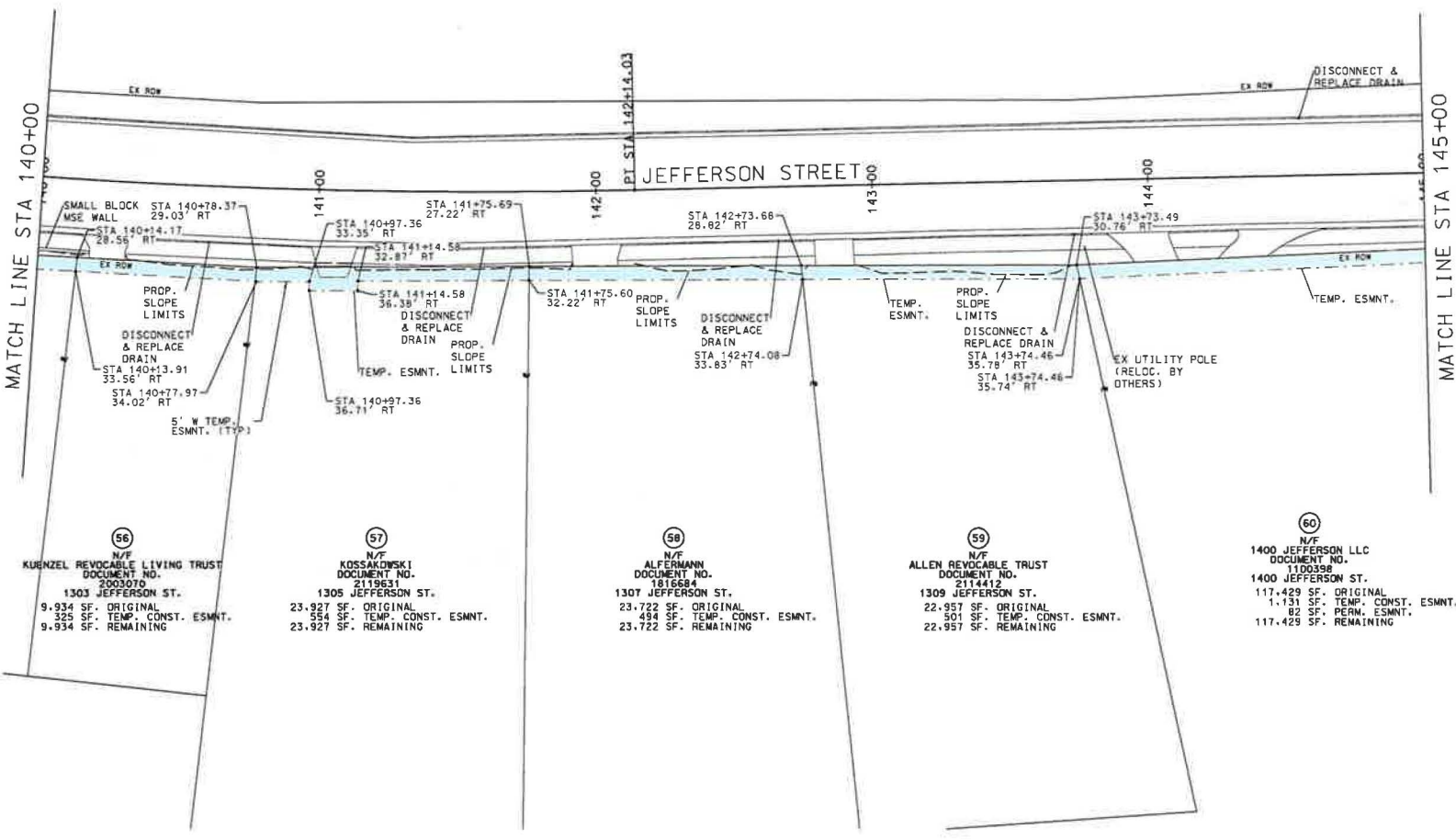
STEVE STRIEMANN, P.E.
PE # 200601100
TITLE
DATE: 12/11/2022
CHECKED BY: STS
DESIGN BY: GOD
SHEET: 22 OF 25

7e

- ROW LEGEND**
- NEW ROW
 - PERMANENT ACCESS EASEMENT
 - TEMPORARY EASEMENT



N/F
BANK OF WASHINGTON
DOCUMENT NO.
BOOK 321, PAGE 637
NO ACQUISITIONS



MATCH LINE STA 140+00

MATCH LINE STA 145+00

56
N/F
KUNZEL REVOCABLE LIVING TRUST
DOCUMENT NO.
2003070
1303 JEFFERSON ST.
9,934 SF. ORIGINAL
325 SF. TEMP. CONST. ESMNT.
9,934 SF. REMAINING

57
N/F
KOSSAKOWSKI
DOCUMENT NO.
2119631
1305 JEFFERSON ST.
23,927 SF. ORIGINAL
554 SF. TEMP. CONST. ESMNT.
23,927 SF. REMAINING

58
N/F
ALFERMANN
DOCUMENT NO.
1816684
1307 JEFFERSON ST.
23,722 SF. ORIGINAL
494 SF. TEMP. CONST. ESMNT.
23,722 SF. REMAINING

59
N/F
ALLEN REVOCABLE TRUST
DOCUMENT NO.
2114412
1309 JEFFERSON ST.
22,957 SF. ORIGINAL
501 SF. TEMP. CONST. ESMNT.
22,957 SF. REMAINING

60
N/F
1400 JEFFERSON LLC
DOCUMENT NO.
1100398
1400 JEFFERSON ST.
117,429 SF. ORIGINAL
1,131 SF. TEMP. CONST. ESMNT.
82 SF. PERM. ESMNT.
117,429 SF. REMAINING



**CITY OF WASHINGTON
JEFFERSON STREET
IMPROVEMENT PLANS
STP - 6406(607)**



DATE	DESCRIPTION

"THIS DESIGN SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT."

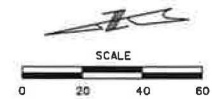
STEVE STIRNMANN, P.E.
PE # 20030105
TITLE
DATE: 12/1/2022
DESIGNED BY: STS
CHECKED BY: GDO
SHEET 23 OF 25

7e

N/F
BANK OF WASHINGTON
DOCUMENT NO.
BOOK 321, PAGE 637
NO ACQUISITIONS

ROW LEGEND

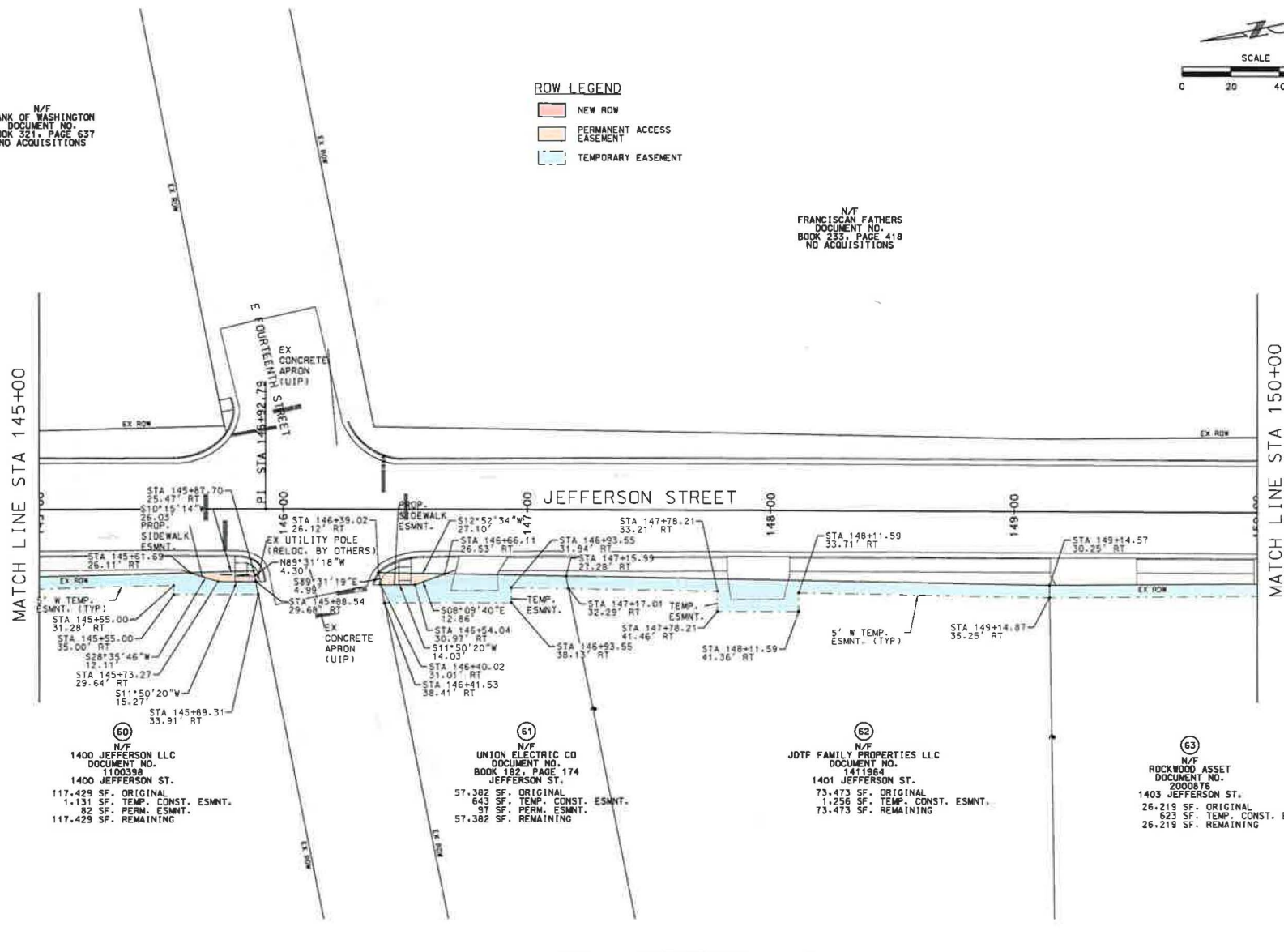
- NEW ROW
- PERMANENT ACCESS EASEMENT
- TEMPORARY EASEMENT



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FRANCISCAN FATHERS
DOCUMENT NO.
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NO ACQUISITIONS

MATCH LINE STA 145+00

MATCH LINE STA 150+00

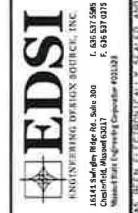


60
N/F
1400 JEFFERSON LLC
DOCUMENT NO.
1100388
1400 JEFFERSON ST.
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1,131 SF. TEMP. CONST. ESMNT.
82 SF. PERM. ESMNT.
117,429 SF. REMAINING

61
N/F
UNION ELECTRIC CO
DOCUMENT NO.
BOOK 182, PAGE 174
JEFFERSON ST.
57,382 SF. ORIGINAL
643 SF. TEMP. CONST. ESMNT.
81 SF. PERM. ESMNT.
57,382 SF. REMAINING

62
N/F
JOTF FAMILY PROPERTIES LLC
DOCUMENT NO.
1411984
1401 JEFFERSON ST.
73,473 SF. ORIGINAL
1,256 SF. TEMP. CONST. ESMNT.
73,473 SF. REMAINING

63
N/F
ROCKWOOD ASSET
DOCUMENT NO.
2000876
1403 JEFFERSON ST.
26,219 SF. ORIGINAL
523 SF. TEMP. CONST. ESMNT.
26,219 SF. REMAINING



**CITY OF WASHINGTON
JEFFERSON STREET
IMPROVEMENT PLANS
STP - 6406(607)**



DATE	DESCRIPTION

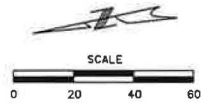
"THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT."

STEVE STIRNEMANN, P.E.
PE # 200305180
DATE: 12/1/2022
CHECKED BY: STS
DESIGN BY: GDD
SHEET: SHEET 24 OF 25

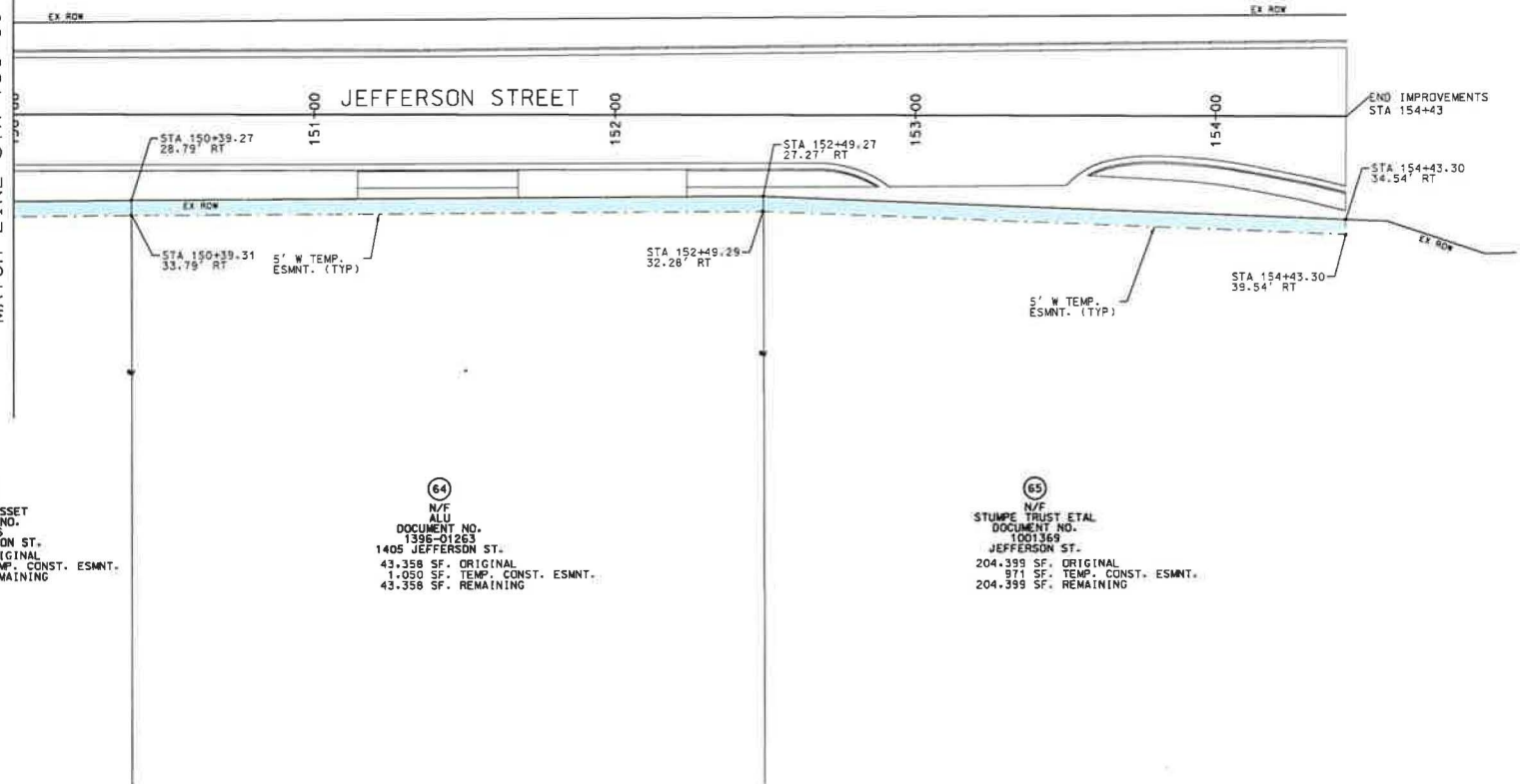
7e

ROW LEGEND
 NEW ROW
 PERMANENT ACCESS EASEMENT
 TEMPORARY EASEMENT

N/F
 FRANCISCAN FATHERS
 DOCUMENT NO.
 BOOK 233, PAGE 418
 NO ACQUISITIONS



MATCH LINE STA 150+00



63
 N/F
 ROCKWOOD ASSET
 DOCUMENT NO.
 2000876
 1403 JEFFERSON ST.
 26,219 SF. ORIGINAL
 623 SF. TEMP. CONST. ESMNT.
 26,219 SF. REMAINING

64
 N/F
 ALU
 DOCUMENT NO.
 1336-01263
 1405 JEFFERSON ST.
 43,358 SF. ORIGINAL
 1,050 SF. TEMP. CONST. ESMNT.
 43,358 SF. REMAINING

65
 N/F
 STUMPE TRUST ETAL
 DOCUMENT NO.
 1001369
 JEFFERSON ST.
 204,399 SF. ORIGINAL
 871 SF. TEMP. CONST. ESMNT.
 204,399 SF. REMAINING



EDSI
 ENGINEERING DESIGN SOURCE, INC.
 14450 14th Ave. N., Suite 300
 Minneapolis, MN 55419
 Phone: 763-426-4444
 Fax: 763-426-4444

**CITY OF WASHINGTON
 JEFFERSON STREET
 IMPROVEMENT PLANS
 STP - 6406(607)**



DATE	DESCRIPTION

"THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT."

STEVE STIRMANN, P.E.
 PE #120000100
 DATE: 12/1/2022
 CHECKED BY: STS
 DESIGN BY: GDO
 SHEET: 25 OF 25

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND QUERIED.

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A CONTRACT AGREEMENT WITH N.B. WEST CONTRACTING COMPANY FOR THE 2023 OVERLAY PROJECT AND AMEND THE 2023 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 execute a contract agreement by and between N.B. West Contracting Company and the City of Washington, Missouri. A copy of the contract is attached and is marked as Exhibit A.

SECTION 2: 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 3: This ordinance shall amend the 2023 Budget as follows:
Transportation Sales Tax Fund 261-- Increase of \$50,000.00 for 2023 Overlay Project Construction Services (261-18-000-541102 Street Reconstruction Program).

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

**CONTRACT AGREEMENT
2023 OVERLAY PROJECT**

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between the CITY OF WASHINGTON, MISSOURI, party of the first part; hereinafter termed the "City", and **N.B. West Contracting Company**, party of the second part, hereinafter termed in this agreement as the "Contractor".

WITNESSETH:

THAT WHEREAS, the City has caused to be prepared specifications and other contract documents for the work herein described, and has approved and adopted these contract documents and has invited proposals for the furnishing of materials, labor and equipment for, and in connection with, the construction of improvements in accordance with the terms of this contract; and,

WHEREAS, the Contractor, in response to the invitation, submitted to the City in the manner and at the time specified, a proposal in accordance with the terms of the contract; and,

WHEREAS, the City has opened, examined and canvassed the proposals submitted, and as a result of such canvass, has determined and declared the Contractor to be the lowest and best bidder for constructing said improvements, and has duly awarded to the said Contractor contract therefore, for the sum or sums named in the proposal attached to and made a part of this contract;

NOW THEREFORE, THIS AGREEMENT WITNESSETH, that the parties to these presents, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, have agreed and hereby agree the City for itself, and its successors and the Contractor for itself, himself, or themselves, its, his or their successors and assigns, to its, his or their executors and administrators, as follows:

ARTICLE I: That the Contractor will furnish at his own cost and expense, all labor, tools, equipment and materials required, and construct and complete in a good first class and workmanlike manner, the work as designated, described and required by the plan, specifications and proposals for construction of the improvement, all in accordance with the specifications, general conditions, supplementary conditions, instructions to bidders, proposal, and other specified documents, all of which contract documents from the contract, and are as fully a part thereof as if repeated verbatim herein; all work to be done under the direct supervision, and to the entire satisfaction of the City.

Contractor shall provide (a) a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for its employees working onsite on the project. The program shall include a course in construction safety and health

approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees working on the project are required to complete the program within sixty (60) days of beginning work on the construction project. (b) Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (a) shall be afforded 20 days to produce such documentation before being subject to removal from the project. (c) Contractor shall require all onsite employees of any subcontractors to complete the ten-hour training program required under subsection (a). (d) Pursuant to Sec. 272.675 RSMo., Contractor shall forfeit as a penalty to the City \$2,500.00 plus \$100.00 for each employee employed by Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections (a) and (b) have elapsed. City shall withhold and retain from the amount due Contractor under this contract, all sums and amounts due and owing City as a result of any violation of this section.

ARTICLE II: Specifically, the Contractor shall comply in all respects with the Anti-Discrimination Provisions.

ARTICLE III: In accordance with the provisions of Section 34.600 RSMo. the Contractor shall, upon execution of the Contract, execute and deliver to the City an affidavit in the form marked **Affidavit of Compliance with Section 34.600 RSMo** attached hereto and incorporated herein by reference. Failure to provide the affidavit and comply with the provisions of Section 34.600 RSMo shall render the Contract void.

ARTICLE IV: That the Contractor shall be held to comply with all requirements of the Prevailing Wage Law of the State of Missouri, and shall forfeit as a penalty to the state, county, city and county, city, town, district, or other political subdivision on whose behalf the contract is made or awarded, one-hundred dollars (\$100.00) for each workman employed, for each working day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under this contract, by him or by any subcontractor under him.

ARTICLE V: Contractor agrees to comply with Missouri Revised Statute Section 285.530.1 in that it shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, the Contractor shall, by sworn affidavit, and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign the affidavit, attached hereto and made a part of this contract, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri and shall not henceforth do so. Alternatively, Contractor shall require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that

the subcontractor's employees are lawfully present in the United States.

ARTICLE VI: That the City will pay the Contractor for the performance of this Contract and the Contractor will accept in full compensation therefore, the sum of **One Million Forty-Six Thousand Seven Hundred Seventy-Three Dollars and Twenty Cents (\$1,046,773.20)**, for all work covered in the Base Proposal Bid.

IN WITNESS WHEREOF, the parties have made and executed this Agreement the day and year first above written.

N.B. WEST CONTRACTING COMPANY

CITY OF WASHINGTON
COUNTY OF FRANKLIN
STATE OF MISSOURI

By: _____
Contractor

Mayor

Title

City Clerk



January 9, 2023

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

RE: 2023 Overlay Project
Construction Bids and Contract Approval

Honorable Mayor and City Council,

The following is pertinent information regarding the subject request.

Description:

The following streets are required to be maintained or improved with local tax funding. In the fall and/or winter Engineering staff rates each street and identifies which streets will be paved / improved. This year's streets include:

- Michelle, Meadow, Valley, Dawn and Marcella
- Weatherby, Winchester, Brookshire and Monticello
- Hara, Mike Alan, Tina, Rebecca and Edward
- Montclair, Lake Washington, Whispering Oaks and Reuther

Each of the identified streets were reviewed based on the condition of the pavement, curb and gutter, and ADA accessibility.

A portion of the concrete work will be completed by City Street Department crews before this construction project begins.

The project has 90 calendar days allotted for construction with an anticipated construction start date of April 1, 2023.

Bid information:

The bids received are as follows:

N.B. West Contracting Company:	\$1,046,773.20
Pace Construction Company, LLC:	\$1,129,230.00
<i>Engineering Estimate:</i>	<i>\$1,059,753.02*</i>

Cost of the project:

Approving this project will cost \$1,046,773.20

Budget Information:

The current Transportation Sales Tax budget for this fiscal year has \$1,000,000. Approving this contract would require a \$50,000 Budget Amendment.

Staff is recommending accepting the bid from N.B. West Contracting Company for a contract amount of \$1,046,773.20.

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 "Andrea F. Lueken". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Andrea F. Lueken, PE
Assistant City Engineer

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AMENDMENT NO. 1 TO THE DEVELOPMENT PLAN FOR ACQUISITION OF AN INDUSTRIAL TRACT COMMONLY KNOWN AS THE RICHARD OLDENBURG INDUSTRIAL PARK PROVIDING FOR THE SALE OF A LOT TO PRECOAT METALS WASHINGTON, LLC

WHEREAS, the Planning and Zoning Commission has held a public hearing on January 9, 2023, concerning the amendment to the development plan submitted by the Washington, Missouri Redevelopment Corporation, providing for the sale of a lot in the Richard Oldenburg Industrial Park to Precoat Metals Washington, LLC; and

WHEREAS, the City Council has received the recommendation of the Planning and Zoning Commission to approve said amendment of the development plan; and

WHEREAS, the City Council of the City of Washington, Missouri, has found that the prerequisites to approval of such a plan have been met, and that approval of such plan is necessary for the economic development and the health, safety and welfare of the citizens of the City of Washington.

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

SECTION 1: The Council hereby finds, determines and declares the following with respect to the amendment to the development plan submitted by the Washington, Missouri Redevelopment Corporation, providing for the sale of a lot in the Richard Oldenburg Industrial Park to Precoat Metals Washington, LLC:

(a) The area within which the redevelopment project is to occur is blighted, as that term is defined within the Urban Redevelopment Ordinance of the City of Washington, because the property, in its present state, is unable to pay reasonable taxes, when compared to similarly situated tracts of real estate which have undergone adequate design, and which have undergone planning which takes into account the industrial potential and ability of such tracts to pay significant taxes. It is further found, by reason of the fact that the property is blighted in such fashion, that the clearance, redevelopment, replanning, rehabilitation or reconstruction of the property described in the development plan is necessary for the public convenience and necessity, to effectuate the public purposes of the Urban Redevelopment Ordinance of the City of Washington, and in order to promote economic development and the health, safety and welfare of the citizens of the City of Washington.

(b) The Washington, Missouri Redevelopment Corporation does not seek to acquire any real property by exercise of the power of eminent domain pursuant to the plan.

(c) Approval of the development plan and construction of the redevelopment project are necessary for the preservation of the public peace, property, health, safety, morals and welfare.

SECTION 2: Upon approval of this ordinance, the City Council may approve such further ordinances as may be necessary and desirable to authorize contracts on behalf of the City with the Washington, Missouri Redevelopment Corporation, such contract(s) to contain the provisions as embodied in the plan. Such contract(s) shall also

contain a provision that the applicable provisions of the Urban Redevelopment Ordinance of the City of Washington, being Ordinance No. 6517, shall be incorporated by reference into such contract, and shall also include a provision that the terms, conditions or provisions of the contract can be neither modified nor eliminated except by mutual agreement between the City and the Washington, Missouri Redevelopment Corporation.

SECTION 3: A copy of the development plan amendment hereby approved is attached hereto as Exhibit A, and incorporated herein by reference.

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 A

WASHINGTON, MISSOURI REDEVELOPMENT CORPORATION

**AMENDMENT NO. 1 TO THE DEVELOPMENT PLAN FOR ACQUISITION
OF AN INDUSTRIAL PARK COMMONLY KNOWN AS THE RICHARD
OLDENBURG INDUSTRIAL PARK, PROVIDING FOR THE SALE OF
A LOT TO PRECOAT METALS WASHINGTON, LLC**

WHEREAS, the Washington, Missouri Redevelopment Corporation has previously submitted a development plan for the acquisition of an industrial tract commonly known as the Richard Oldenburg Industrial Park; and

WHEREAS, said development plan has been approved by the City of Washington, Missouri, by its Ordinance Number 21-13415, dated October 18, 2021; and

WHEREAS, the Washington, Missouri Redevelopment Corporation now desires to amend the development plan by adding provisions to allow for the sale of, or granting of options to purchase, certain lots or tracts.

NOW, THEREFORE, the initial development plan described above is hereby amended, as required by Chapter 10 of the Washington City Code, Urban Redevelopment, Section 6, with respect to those amended sections itemized as follows, to wit:

The Real Estate is described as the following property in Franklin County, Missouri:

- (a) Legal Description:
Lot 1 of Richard Oldenburg Industrial Park – as outlined on the page attached hereto.
- (b) Stages of project: (No change)
- (c) Property to be demolished: (No change)
- (d) Building renovation: (No change)
- (e) New construction: (No change)
- (f) Amenities: (No change)
- (g) Property for public agencies: (No change)
- (h) Zoning changes: (No change)
- (i) Street changes: (No change)
- (j) Dwelling accommodations: (No change)
- (k) Housing and business relocation: (No change)

- (l) Proposed housing: (No change)
- (m) Financing: Amend by adding the following provisions which will pertain to the described tract:

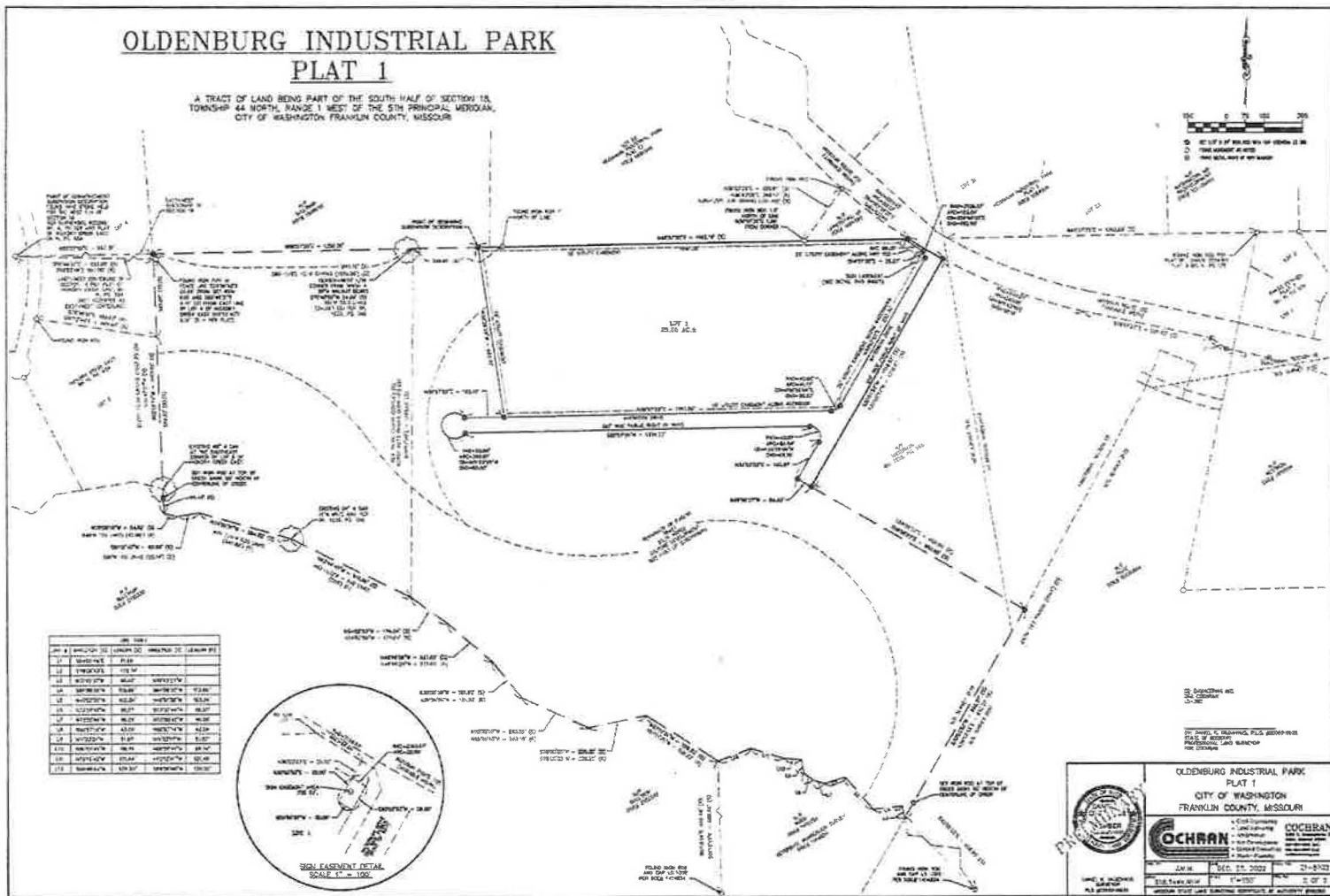
With respect to the transfer of the real estate to Precoat Metals Washington, LLC, the sale price is the sum of \$1,431,000.00.

The Washington, Missouri Redevelopment Corporation is authorized to make minor changes to the purchase prices for the tract to take into account minor adjustment to the survey of the tract described in preliminary fashion in Section (a) above, as well as to take into account other minor changes to the contractual arrangements with buyer, provided that any such changes are approved by the Washington, Missouri Redevelopment Corporation.

- (n) Management: Same except add thereto the following:

The Washington, Missouri Redevelopment Corporation's involvement in the sale of the described tract will be simply to convey said property to the named purchaser. In all other respects, management provisions of the prior plan remain unchanged.

- (o) Eminent domain: (No change)
- (p) Eminent domain on behalf of proponents of plan: (No change)
- (q) Assignment of plan: (No change)
- (r) Certificate of incorporation: (No change)
- (s) Other information:
 - (i) (No change)
 - (ii) Written notice of the filing of this plan is not applicable, since the property which is subject to the plan is now owned by the Washington, Missouri Redevelopment Corporation.
 - (iii) For informational purposes, the hearing to be conducted by the Planning and Zoning Commission of the City of Washington will occur at 7:30 p.m., or as soon thereafter as the matter can be reached on the agenda, on the 9th day of January, 2023, in the City Council meeting room located at City Hall, 405 Jefferson, Washington, Missouri 63090.





January 3, 2023

Honorable Mayor and City Council
Washington City Hall
405 Jefferson Street
Washington, Missouri 63090

Re: *Amendment No. 1 of the Richard Oldenburg Industrial Park Redevelopment Plan
-- Sale of Lot 1 to Precoat Metals Washington, LLC*

Dear Honorable Mayor and Council Members:

At the regular meeting of the Planning and Zoning Commission of the City of Washington dated, January 9, 2023, a public hearing was held at 7:30 p.m., at which time Amendment No. 1 to the redevelopment plan for the Richard Oldenburg Industrial Park was discussed and considered by the Planning Commission.

At that time, the Commission found and determined as follows:

(a) The area within which the foregoing redevelopment project is to occur is blighted, as that term is defined within the Urban redevelopment Ordinance of the City of Washington, because the property, in its present state, is unable to pay reasonable taxes, when compared to similarly situated tracts of real estate which have undergone adequate design, and which have undergone planning which takes into account the industrial potential and ability of such tracts to pay significant taxes. It was further found, by reason of the fact that the property is blighted in such fashion, that the development plan is necessary and advisable to effectuate the public purposes of the Urban Redevelopment Ordinance of the City of Washington, and in order to promote economic development and health, safety and welfare of the citizens of the City of Washington.

(b) The development plan is consistent with and in accord with the master plan of the City of Washington.

(c) The area of the tract is sufficient to allow its redevelopment in an efficient and economically satisfactory manner.

(d) The various stages of the plan, as set out in the plan itself, are practical and in the public interest.

(e) As there will be no persons displaced by the redevelopment project and, therefore, no undue hardship will inure to any persons.

(f) Adequate provision has been made for public facilities with respect to the redevelopment plan.

(g) There are no changes in the zoning of the tract and, therefore, there is no adverse impact created by the proposed use of said tract.

(h) No condemnation will occur by virtue of said plan.

As a result of the foregoing, motion was made, seconded, and duly passed that the Planning and Zoning Commission recommend to the City Council that the amendment to the redevelopment plan for the tract be approved by the City Council.

This report has been filed with the City Clerk, as required by the Urban Redevelopment Ordinance.

Respectfully submitted,



Thomas R. Holdmeier
Thomas Holdmeier, Chairman
Planning and Zoning Commission

RAZ:TH:mmw

W:\Q-R-S-T-U\353\OLDENBURG PRK\Precoat Metals Washington LLC\Mayor Ltr from P&Z #1.docx

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A BOUNDARY ADJUSTMENT FOR WASH MO MAIN STREET DEVELOPMENT PLAT 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: _____

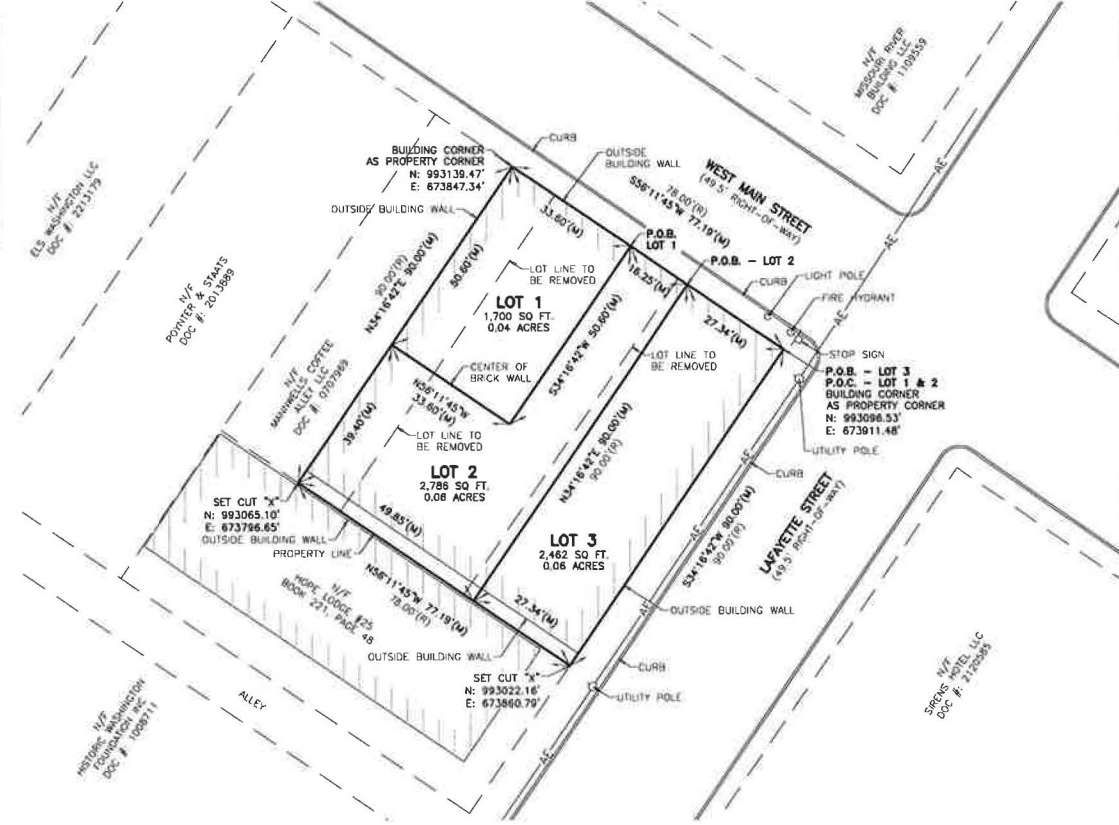
Mayor of Washington, Missouri

WASH MO MAIN STREET DEVELOPMENT

A RESUBDIVISION OF PART OF LOT 1 AND LOT 2 IN BLOCK 34 OF "JOHN F. MENSE'S ADDITION TO THE CITY OF WASHINGTON", BEING PART OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 44 NORTH, RANGE 1 WEST, OF THE 5TH P.M., CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI



SCALE: 1" = 20'



CITY CLERK'S CERTIFICATE:

I, Sherri Klekamp, City Clerk for and within the City of Washington, Missouri, do hereby certify that the above plat of "Starts Great Subdivision Plat 18" was approved by the City Council of Washington, Missouri, by:

Ordinance No. _____ passed and approved the _____ day of _____, 2023.

Sherri Klekamp, City Clerk

NOTES:

- Bearings referenced to Grid North of the Missouri Coordinate System 1983, East Zone per GPS observations utilizing the MDDOT VRS RTK Network.
- Field work was completed on this site by Buescher Frankenberg Associates, Inc. on December 19, 2022.
M = Indicates measured outboundary information obtained by Buescher Frankenberg Associates, Inc.
R = Recorded outboundary information as per "General Warranty Deed" recorded on September 23, 2020 with Document No. 2016041 of the Franklin County Recorder of Deeds Office.
- General Warranty Deed recorded on September 23, 2020 with Document No. 2016041 of the Franklin County Recorder of Deeds Office.
- Zoning ID - C3

**STATE OF MISSOURI)
COUNTY OF FRANKLIN) SS**

This is to certify to Wash MO Main Street Development, LLC and Andy Unterstall, that during the month of January, 2023 we executed a Property Boundary Survey and Subdivision Plat on part of Lot 1 and Lot 2 in Block 34 of "John F. Mense's Addition to the City of Washington" recorded on March 2, 1842, in Plat Book A, Page 28, being part of the Northeast Quarter of Section 22, 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, this map or plat and the survey on which it is based were made in accordance with the current "Missouri Standards for Property Boundary Surveys of the Missouri Department of Commerce and Insurance, Missouri Board of Architects, Professional Engineers, Professional Land Surveyors, and Professional Landscape Architects" and meets the accuracy requirement of a Urban Survey as defined therein.

Date: _____
Mark R. Frankenberg, PLS #2365
State of Missouri
Registered Land Surveyor
for Buescher Frankenberg Associates, Inc.
Corporate #0086

CERTIFICATE OF OWNERSHIP:

I, Andy Unterstall, of Wash MO Main Street Development, 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 freely adopt this plan of subdivision.

The subdivision shall be known as "Wash Mo Main Street Development".
The utility easements as shown hereon are hereby dedicated to the various utility companies for utility purposes.

IN WITNESS WHEREOF, we have executed this plat as of this _____ day of _____, 2023.

Andy Unterstall, Managing Member
Wash MO Main Street Development, LLC

**STATE OF MISSOURI)
COUNTY OF FRANKLIN) SS**

On this _____ day of _____, 2023, before me personally appeared Andy Unterstall, Managing Member of Wash MO Main Street Development, LLC, 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 my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.
My term expires: _____

LEGAL DESCRIPTION: LOT 1

A tract of land being part of Lot 1 and Lot 2 in Block 34 of "John F. Mense's Addition to the City of Washington", being part of the Northeast Quarter of Section 22, Township 44 North, Range 1 West of the 5th P.M., City of Washington, Franklin County, Missouri, to wit:

Commencing at the intersection of the west right-of-way line of Lafayette Street and the south right-of-way line of West Main Street, thence along said south right-of-way line N56°-11'-45"W 43.59 ft. to the point of beginning, thence leaving said south right-of-way line S34°-16'-42"W 50.60 ft. to a point, thence N56°-11'-45"W 33.60 ft. to a point, thence N34°-16'-42"E 50.60 ft. to a point on the said south right-of-way line; thence along said south right-of-way line S56°-11'-45"E 33.60 ft. to the point of beginning, containing 0.04 acres. Subject to any and all easements, conditions, restrictions, etc. of record.

LEGAL DESCRIPTION: LOT 2

A tract of land being part of Lot 1 and Lot 2 in Block 34 of "John F. Mense's Addition to the City of Washington", being part of the Northeast Quarter of Section 22, Township 44 North, Range 1 West of the 5th P.M., City of Washington, Franklin County, Missouri, to wit:

Commencing at the intersection of the west right-of-way line of Lafayette Street and the south right-of-way line of West Main Street, thence along said south right-of-way line N56°-11'-45"W 27.34 ft. to the point of beginning, thence leaving said south right-of-way line S34°-16'-42"W 30.00 ft. to a point, thence N56°-11'-45"W 49.85 ft. to a set cut "X", thence N34°-16'-42"E 39.40 ft. to a point, thence S56°-11'-45"E 33.60 ft. to a point, thence N34°-16'-42"E 50.60 ft. to a point on the said south right-of-way line, thence along said south right-of-way line S56°-11'-45"E 16.25 ft. to the point of beginning, containing 0.06 acres. Subject to any and all easements, conditions, restrictions, etc. of record.

LEGAL DESCRIPTION: LOT 3

A tract of land being part of Lot 1 and Lot 2 in Block 34 of "John F. Mense's Addition to the City of Washington", being part of the Northeast Quarter of Section 22, Township 44 North, Range 1 West of the 5th P.M., City of Washington, Franklin County, Missouri, to wit:

Beginning at the intersection of the west right-of-way line of Lafayette Street and the south right-of-way line of West Main Street, thence along said west right-of-way line S34°-16'-42"W 90.00 ft. to a set cut "X", thence leaving said west right-of-way line N56°-11'-45"W 27.34 ft. to a point, thence N34°-16'-42"E 30.00 ft. to a point on the south right-of-way line of West Main Street, thence along said south right-of-way line S56°-11'-45"E 27.34 ft. to the point of beginning, containing 0.06 acres. Subject to any and all easements, conditions, restrictions, etc. of record.

**Wash MO Main Street
Development, LLC
100/104/106 W. Main St.
Washington, Franklin
Missouri, 63090**

DRAWN
A.C.W.
DATE
12-27-22
JOB No.
4353G
SHEET NAME
BOUNDARY
ADJUSTMENT PLAT

blaireng.com TELEPHONE: (636) 238-4751

103 ELM STREET WASHINGTON, MISSOURI 63090

7h

RESOLUTION NO. _____ INTRODUCED BY _____

A RESOLUTION AUTHORIZING THE CITY OF WASHINGTON, MISSOURI TO APPLY FOR FUNDING THROUGH THE EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS TO PROVIDE FOR THE THIRD STREET ROADWAY AND ADA COMPLIANCE PROJECT IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, this section of Third Street provides a vital transportation corridor from Jefferson Street to High Street; and

WHEREAS, the pedestrian crosswalks are not ADA compliant and are in disrepair; and

WHEREAS, curb and gutter is in need of reconstruction; and

WHEREAS, sidewalks and ADA ramps will be removed and replaced to repair their deteriorating condition and bring into ADA compliance to support a bikeable/walkable community; and

WHEREAS, grant money for such project is available through the East-West Gateway Council of Governments; and

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

SECTION 1: That the City of Washington, Missouri shall complete, accept, execute and submit a Surface Transportation Block Grant Application with the East-West Gateway Council of Governments for the purpose of soliciting federal funds for the High Street Reconstruction and ADA Improvements Project.

SECTION 2: That the City Engineer is hereby authorized and directed to execute said Surface Transportation Block Grant Application on behalf of the City of Washington, Missouri.

SECTION 3: That the said Surface Transportation Block Grant Application provides for the process of granting an agreement between the Missouri Department of Transportation and the City of Washington, Missouri, for federal financial assistance in the maximum amount of 80% in federal funds and the minimum amount of 20% in City local match to assist with the project described herein.

<i>Application Fee</i>	\$	10,309
<i>Grant</i>	\$	2,061,754
<i>City Match</i>	\$	515,439
<i>Total</i>	\$	2,587,502

SECTION 4: That this Resolution shall be in full force and effect from and after the date of its adoption.

(Seal)

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



December 28, 2022

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

RE: Resolution – Third Street STP Application

Dear Mayor and City Council Members:

Last grant cycle, we applied for the same project and were not successful.

The following resolution authorizes the City to apply of funding through East-West Gateway for the following project:

THIRD STREET ROADWAY AND ADA COMPLIANCE

This project will overlay, remove and replace curb and gutter, and make ADA improvements along Third Street from Jefferson Street to High Street. The following is the funding breakdown:

<i>Application Fee</i>	\$	10,309
<i>Grant</i>	\$	2,061,754
<i>City Match</i>	\$	515,439
<i>Total</i>	\$	2,587,502

If awarded the project, it would be funding out of the City's ½ cent transportation sales tax. To reflect current inflation and future inflation projections, the estimate is approximately 28% higher than last year's estimate.

Respectfully submitted,


John Nilges, P.E.
Public Works Director

attachment





January 9, 2023

Mayor & City Council
City of Washington
Washington, MO 63090

RE: File No. 23-23-0103-Preliminary & Final Plat-Richard Oldenburg Industrial Park Plat 1

Mayor & City Council:

At their January 9, 2023 meeting the Planning and Zoning Commission voted to recommend approval of the above plats with an unanimous vote.

Sincerely,

Thomas R. Holdmeier
Commission Chairman

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: January 9, 2023

Re: File # 23-0102

Synopsis: The City is requesting preliminary and final plat for the Oldenburg Industrial Park Plat 1

Adjacent Land Use /Zoning Matrix		
	Existing Land Use	Existing Zoning
North	Industrial	M-2
South	Farmland	N/A
East	Farmland	N/A
West	Industrial	M-2

Analysis:

The City is looking to approve a preliminary plat for the Oldenburg Industrial Park, however only a final plat for the Lot 1 where Precoat Metals will be built.

The preliminary plat shows an access off of Highway 100 in the location previously reviewed by the Lochmueller Traffic Study. It also shows Averbeck Drive that will grant access to the higher elevated portion of the rear of the park as well as a stub to the lower sitting southern portion of the park. All easements are shown as needed for stormwater, sewer, water, and conservation areas.

The final plat only showing Lot 1 allows for greater flexibility as future users become interested in the park.

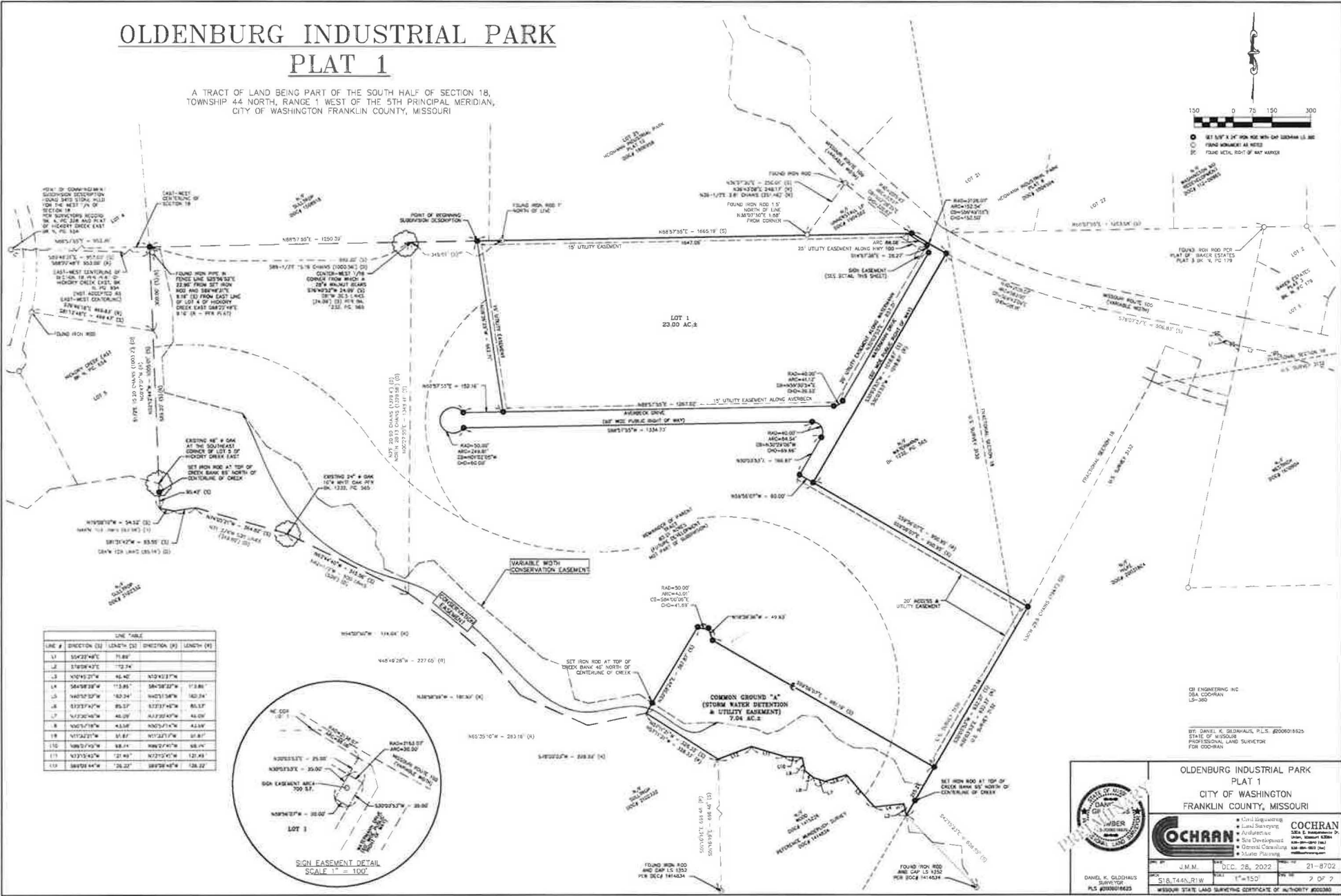
Recommendation:

Staff recommends approval of the Preliminary Plat for Oldenburg Industrial Park Plat 1.

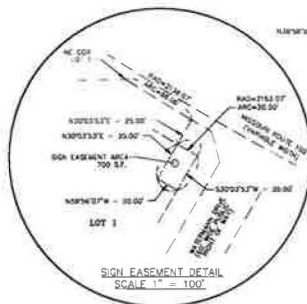
OLDENBURG INDUSTRIAL PARK

PLAT 1

A TRACT OF LAND BEING PART OF THE SOUTH HALF OF SECTION 18,
TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH PRINCIPAL MERIDIAN,
CITY OF WASHINGTON FRANKLIN COUNTY, MISSOURI



LINE #	DIRECTION (D)	LENGTH (L)	BEARING (B)	LENGTH (L)
L1	S54°22'46"E	71.89		
L2	S74°08'47"E	72.74		
L3	N10°43'27"W	41.42	N10°43'27"W	17.88
L4	S44°58'38"W	11.85	S44°58'38"W	16.74
L5	N40°50'57"W	82.24	N40°50'57"W	82.24
L6	S73°37'47"W	85.57	S73°37'47"W	85.57
L7	N1°20'04"W	48.09	N1°20'04"W	48.09
L8	N0°57'18"W	43.06	N0°57'18"W	43.06
L9	N11°21'07"W	37.87	N11°21'07"W	37.87
L10	N40°50'57"W	88.71	N40°50'57"W	88.71
L11	N73°37'47"W	121.83	N73°37'47"W	121.83
L12	S88°08'44"W	28.22	S88°08'44"W	28.22



**OLDENBURG INDUSTRIAL PARK
PLAT 1
CITY OF WASHINGTON
FRANKLIN COUNTY, MISSOURI**

COCHRAN
 • Land Surveying
 • Land Surveying
 • Auditing
 • Site Development
 • Civil Consulting
 • Survey Planning

COCHRAN
 DANIEL K. OLDHAUS
 SURVEYOR
 PLS. #000016623

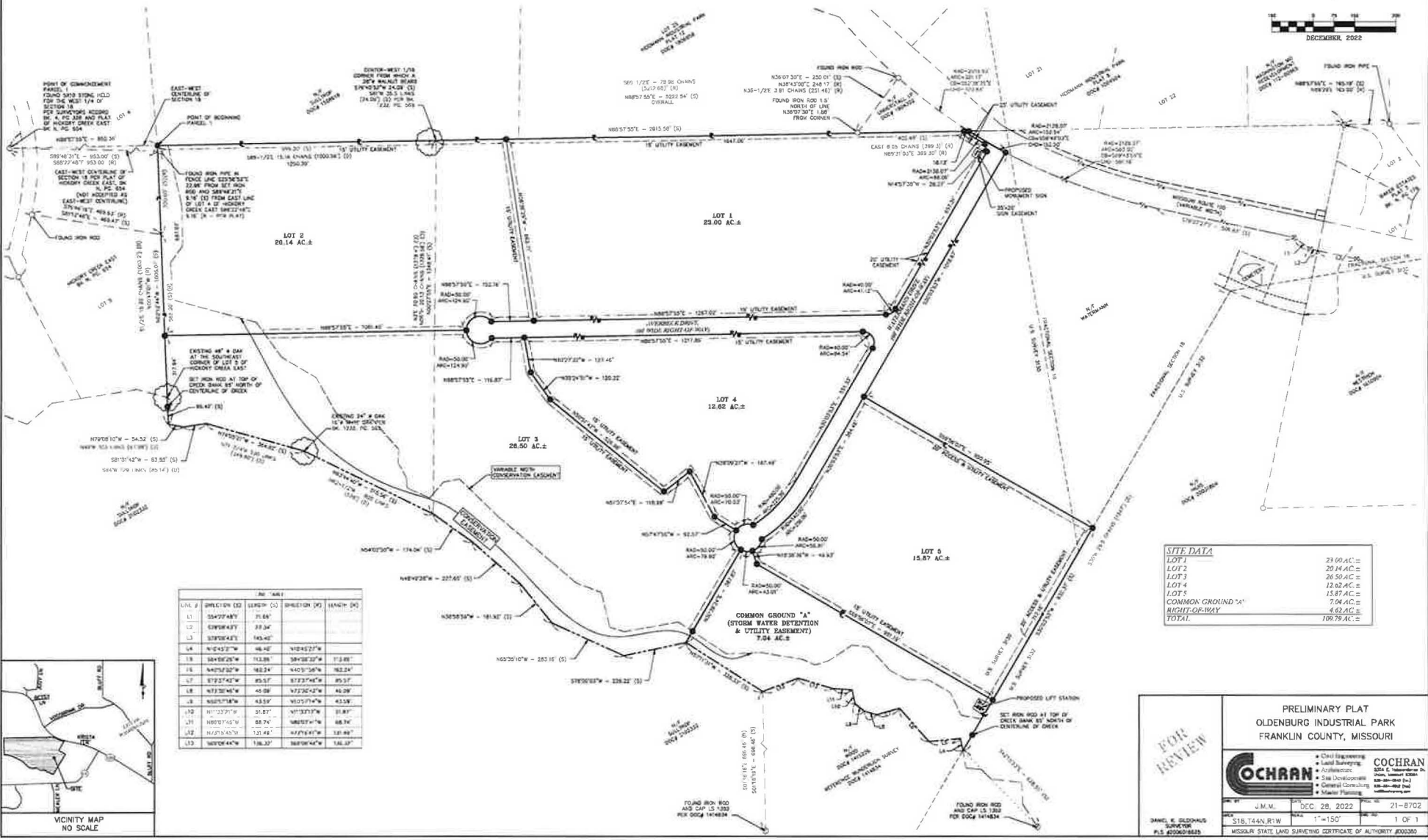
DATE: J.M.M. DEC. 28, 2022
 SCALE: 1"=150'
 SHEET: 21-8702
 TOTAL SHEETS: 2 OF 2

MISSOURI STATE LAND SURVEYING CERTIFICATE OF AUTHORITY #000300

8a

PRELIMINARY PLAT OLDENBURG INDUSTRIAL PARK

A TRACT OF LAND BEING PART OF THE SOUTH HALF OF SECTION 18,
TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH PRINCIPAL MERIDIAN,
FRANKLIN COUNTY, MISSOURI



LINE #	DIRECTION (D)	LENGTH (L)	DIRECTION (D)	LENGTH (L)
01	S84°27'48"E	21.84'		
02	S39°04'47"E	27.34'		
03	S39°04'47"E	145.42'		
04	N10°41'37"W	46.42'	N04°43'27"E	113.88'
05	S84°56'25"W	113.88'	S84°56'25"W	113.88'
06	N40°52'02"W	182.24'	N40°52'02"W	182.24'
07	S72°24'42"W	89.57'	S72°24'42"W	89.57'
08	N73°30'46"W	45.89'	N72°30'42"W	42.29'
09	S85°17'18"W	43.55'	N10°17'14"W	43.55'
10	N11°23'21"E	31.87'	N11°23'21"E	31.87'
11	N85°07'45"E	88.74'	N85°07'45"E	88.74'
12	N12°15'45"E	121.49'	N12°15'45"E	121.49'
13	N69°04'44"W	118.27'	S89°04'44"W	118.27'

SITE DATA	
LOT 1	23.00 AC. ±
LOT 2	20.14 AC. ±
LOT 3	26.50 AC. ±
LOT 4	12.62 AC. ±
LOT 5	15.87 AC. ±
COMMON GROUND "A"	7.04 AC. ±
RIGHT-OF-WAY	4.62 AC. ±
TOTAL	109.79 AC. ±

FOR REVIEW

PRELIMINARY PLAT
OLDENBURG INDUSTRIAL PARK
FRANKLIN COUNTY, MISSOURI

COCHRAN

- Civil Engineering
- Land Surveying
- Architecture
- Soil Development
- General Consulting
- Master Planning

COCHRAN

- Surveying
- Planning
- Engineering
- Construction
- Environmental
- Transportation

DATE	J.M.M.	DATE	DEC 28, 2022	PLAT NO.	21-8702
SCALE	S18, T44N, R1W	SCALE	1"=150'	SHEET NO.	1 OF 1
MISSOURI STATE LAND SURVEYING CERTIFICATE OF AUTHORITY #00330					

OLDENBURG INDUSTRIAL PARK PLAT 1

A TRACT OF LAND BEING PART OF THE SOUTH HALF OF SECTION 18,
TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH PRINCIPAL MERIDIAN,
CITY OF WASHINGTON FRANKLIN COUNTY, MISSOURI

CERTIFICATE OF OWNERSHIP:

WE, THE UNDERSIGNED OWNERS OF THE TRACT SHOWN HEREON, HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SHALL HEREAFTER BE KNOWN AS TO OLDENBURG INDUSTRIAL PARK PLAT 1.

WATERMANN DRIVE AND ABERDEEN LANE AS SHOWN HEREON ARE HEREBY DEDICATED TO THE CITY OF WASHINGTON AS PUBLIC RIGHT OF WAYS FOR ROAD AND UTILITY PURPOSES.

THE SOIL EASEMENT AS SHOWN ON LOT 1 IS HEREBY BY THE WASHINGTON, MISSOURI REDEVELOPMENT CORPORATION.

IN WITNESS WHEREOF, WE HAVE EXECUTED THIS PLAT AS OF THIS _____ DAY OF _____ 2023.

WASHINGTON, MISSOURI REDEVELOPMENT CORPORATION,

(NAME)

(TITLE)

SUBDIVISION DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF SECTION 18, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M. FRANKLIN COUNTY, MISSOURI, SAID PARCEL BEING A PORTION OF THAT PARCEL CONVEYED TO THE WASHINGTON, MISSOURI REDEVELOPMENT CORPORATION BY DEED RECORDED IN DOCUMENT NUMBER 215948 OF THE FRANKLIN COUNTY, MISSOURI RECORDS OF DEEDS OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ROUND STONE AT THE WEST QUARTER CORNER OF SECTION 18, TOWNSHIP 44 NORTH, RANGE 1 WEST, THENCE LEAVING SAID STONE "N85°57'57" ALONG THE EAST-WEST CENTERLINE OF SECTION 18, 2322.75 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND DESCRIBED HEREON.

THENCE CONTINUING ALONG SAID EAST WEST SECTION LINE N85°57'57" 1865.19 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MISSOURI ROUTE 100, THENCE ALONG SAID RIGHT OF WAY LINE ALONG A CURVE DEFLECTING TO THE LEFT HAVING A RADIUS OF 2783.07 FEET AN ARC LENGTH OF 18.24 FEET WITH A CHORD COURSE OF S59°49'02"W 152.20 FEET TO A POINT AT THE NORTHWEST CORNER OF A REMAINDER TRACT OF LAND REFINED BY WATERMAN BEING PART OF BOOK 1923, PAGE 365, THENCE LEAVING SAID WEST RIGHT OF WAY LINE ALONG SAID WATERMAN LINE S30°53'53"W 1018.87 FEET TO A POINT AT THE SOUTHWEST CORNER OF SAID WATERMAN PARCEL, THENCE LEAVING SAID SOUTHWEST CORNER CROSSING SAID REDEVELOPMENT PARCEL, THE FOLLOWING COURSE: N09°09'57"W 80.20 FEET TO A POINT; THENCE N02°03'57"E 184.87 FEET TO THE BEGINNING OF A CURVE DEFLECTING TO THE LEFT HAVING A RADIUS OF 4029.2411 AN ARC LENGTH OF 84.24 FEET WITH A CHORD COURSE OF N10°00'00"W 84.88 FEET TO A POINT; THENCE S81°57'07"W 134.23 FEET TO A POINT; THENCE ALONG A CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AN ARC LENGTH OF 248.87 FEET WITH A CHORD COURSE OF N01°00'00"W 80.00 FEET TO A POINT; THENCE N85°57'57"W 152.18 FEET TO A POINT; THENCE N03°30'00"W 802.71 FEET TO THE POINT OF BEGINNING CONTAINING 28.59 ACRES, SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS, COVENANTS OF RECORD.

OVERALL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF SECTION 18, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M. FRANKLIN COUNTY, MISSOURI, SAID PARCEL BEING A PORTION OF THAT PARCEL CONVEYED TO THE WASHINGTON, MISSOURI REDEVELOPMENT CORPORATION BY DEED RECORDED IN DOCUMENT NUMBER 215948 OF THE FRANKLIN COUNTY, MISSOURI RECORDS OF DEEDS OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ROUND STONE AT THE WEST QUARTER CORNER OF SECTION 18, TOWNSHIP 44 NORTH, RANGE 1 WEST, THENCE N85°57'57" ALONG THE EAST-WEST CENTERLINE OF SECTION 18, 852.36 FEET TO A POINT ON THE EAST LINE OF LOT 4 OF THE PLAT OF "HECKORY CREEK EAST" AS RECORDED IN PLAT BOOK "N", PAGE 824 OF SAID RECORDS OF DEEDS OFFICE AND THE NORTHWEST CORNER OF THE SAID WASHINGTON, MISSOURI REDEVELOPMENT CORPORATION PARCEL, AND THE POINT OF BEGINNING.

THENCE CONTINUING ALONG THE EAST-WEST CENTERLINE OF SECTION 18, N85°57'57" 895.68 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL, CONVEYED TO UNIVERSAL LP BY DEED RECORDED AS DOCUMENT NO. 190422 OF SAID RECORDS OF DEEDS OFFICE, SAID POINT ALSO BEING ON THE SOUTHWESTERN RIGHT OF WAY LINE OF MISSOURI HIGHWAY 100 FROM WHICH AN IRON ROD AT THE NORTHWEST CORNER OF LOT 2 OF THE PLAT OF "BENEFICIAL PLAT 3" AS RECORDED IN PLAT BOOK "N", PAGE 179 OF SAID RECORDS OF DEEDS OFFICE BEARS N85°57'57" 154.80 FEET; THENCE ALONG SAID RIGHT OF WAY LINE, 132.54 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 77.08 FEET, AND A CHORD THAT BEARS S86°05'17"E 152.20 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE AND CROSSING SAID WASHINGTON, MISSOURI REDEVELOPMENT CORPORATION PARCEL, S30°53'53"W 1018.87 FEET; THENCE ALONG THE CENTERLINE OF SAID CREEK, N64°32'18"W 48.40 FEET; THENCE S84°28'28"W 113.98 FEET; THENCE N40°52'02"W 182.24 FEET; THENCE S73°37'42"W 81.57 FEET; THENCE N73°56'48"W 48.50 FEET; THENCE N85°57'57"W 43.58 FEET; THENCE N17°32'18"W 31.87 FEET; THENCE N05°07'45"W 82.74 FEET; THENCE N73°57'42"W 131.48 FEET; THENCE S89°58'44"W 138.22 FEET; THENCE N57°12'37"W 388.32 FEET; THENCE S78°02'02"W 228.22 FEET; THENCE N85°57'57"W 383.18 FEET; THENCE N28°36'00"W 10.82 FEET; THENCE N48°46'30"W 227.69 FEET; THENCE N45°02'00"W 174.64 FEET TO A 24"-DIA. TREE; THENCE N63°44'42"W 215.35 FEET; THENCE N74°50'27"W 364.82 FEET; THENCE S81°34'27"W 83.55 FEET; THENCE N78°07'07"W 54.02 FEET TO A POINT THAT BEARS S02°12'42"E 85.61 FEET FROM AN EXISTING 40"-DIA. TREE AT THE SOUTHEAST CORNER OF LOT 5 OF SAID PLAT OF "HECKORY CREEK EAST"; THENCE LEAVING SAID CREEK AND ALONG THE COMMON LINE WITH SAID LOTS 4 AND 5 OF "HECKORY CREEK EAST AND WASHINGTON, MISSOURI REDEVELOPMENT CORPORATION PARCEL, N03°14'47"W 1800.01 FEET TO THE POINT OF BEGINNING, CONTAINING 4,782.888 SQUARE FEET, OR 108.81 ACRES, MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS, COVENANTS OF RECORD.

NOTES:

1. BEARINGS REFERENCED TO GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE, AND ELEVATIONS REFERENCED TO NAAD 1988 PER GPS OBSERVATIONS UTILIZING THE MOODY VIK RISK NETWORK.
2. THIS PROPERTY IS ZONED M-2 INDUSTRIAL, DISTRICT BY THE CITY OF WASHINGTON, MISSOURI.
3. THIS PROPERTY LIES WITHIN "ZONE 11" (SHADOWED) AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FLOOD ANCHORAGE RATE MAP FOR FRANKLIN COUNTY, MISSOURI AND NEIGHBORING AREAS, PARAG 1.50 OF BGL COMMUNITY PLAN NUMBER 130, EFFECTIVE 8/18/2018.
4. THIS SURVEY MEETS THE ACCURACY FOR "URBAN" PROPERTY AS DETERMINED BY THE MISSOURI STANDARDS OF PROPERTY BOUNDARY SURVEY.
5. NO INVESTIGATION HAS BEEN PERFORMED BY COCHRAN REGARDING HAZARDOUS WASTE, UNDERGROUND CONDITIONS OR UTILITIES AFFECTING THE TRACT OF LAND SHOWN HEREON.
6. SETBACKS FOR M-2 ARE AS FOLLOWS:
FRONT 25'
SIDE 5' UNLESS ADJUTING A DWELLING DISTRICT, THEN 10'
REAR 25'
7. SOURCE OF DEED: DOCUMENT NO. 215948.
8. NO INVESTIGATION HAS BEEN PERFORMED BY COCHRAN REGARDING HAZARDOUS WASTE, UNDERGROUND CONDITIONS OR UTILITIES AFFECTING THE TRACT OF LAND SHOWN HEREON.
9. (E) - DENOTES RECORDED PLAT INFORMATION.
(S) - DENOTES SURVEYED INFORMATION CARRIED BY COCHRAN.
(C) - DENOTES CALCULATED INFORMATION FROM RECORD DOCUMENTS.
10. (D) - DENOTES SET 5/8" DIAMETER 24" LONG IRON ROD WITH YELLOW CAP (COCHRAN LS-388) OR OTHER MONUMENTS AS SITE CONDITIONS ALLOW.
O - DENOTES FOUND MONUMENT AS NOTED.
11. THIS DOES NOT CONSTITUTE A TITLE SEARCH BY THE LAND SURVEYOR.

NOTARY PUBLIC CERTIFICATION:

STATE OF MISSOURI
COUNTY OF ST. LOUIS | 55

ON THIS _____ DAY OF _____, 2023, BEFORE ME PERSONALLY APPEARED _____ TO ME, NOTARY, WHO, BEING BY ME DULY SWORN, DID SAY THAT THEY ARE THE MEMBERS OF WASHINGTON, MISSOURI REDEVELOPMENT CORPORATION AND THAT SAID INSTRUMENT WAS SIGNED AND IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS MEMBERS, AND SAID PERSONS ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE, ACT AND DEED OF SAID CORPORATION.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY NOTARIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE:

AT THE REQUEST OF THE WASHINGTON, MISSOURI REDEVELOPMENT CORPORATION, WE HAVE DURING THE MONTH OF NOVEMBER 2023, EXECUTED A PROPERTY BOUNDARY SURVEY AND REDEVELOPMENT FROM ACTUAL FIELD DATA AND RECORD INFORMATION ON A TRACT OF LAND BEING PART OF THE SOUTH HALF OF SECTION 18, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI AND HAS BEEN EXECUTED IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND THE RESULTS ARE SHOWN HEREON.

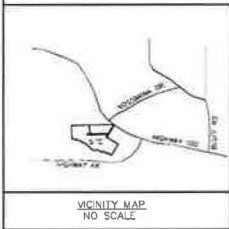
CS ENGINEERING INC.
DAN COCHRAN
LS-380

BY: DANIEL E. OLDBRINK, P.L.S. #006016625
STATE OF MISSOURI
PROFESSIONAL LAND SURVEYOR
FOR COCHRAN

CITY CLERK'S CERTIFICATE:

I, SHERRI KLUKAM, CITY CLERK FOR AND WITHIN THE CITY OF WASHINGTON, MISSOURI, DO HEREBY CERTIFY THAT THE ABOVE PLAT OF OLDENBURG INDUSTRIAL PARK PLAT 1 WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, MISSOURI BY ORDINANCE NO. _____, 2023.

SHERRI KLUKAM, CITY CLERK
CITY OF WASHINGTON #32048



	OLDENBURG INDUSTRIAL PARK PLAT 1 CITY OF WASHINGTON FRANKLIN COUNTY, MISSOURI	
	J.M.M. DEC. 28, 2022 21-8702 S16.744_R1W 1"=150' 1 OF 2 MISSOURI STATE LAND SURVEYING CERTIFICATE OF AUTHORITY #00888	COCHRAN • Civil Engineering • Land Surveying • Architectural • Site Development • General Contracting • Heavy Plumbing

Ba

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE FINAL PLAT OF RICHARD
OLDENBURG INDUSTRIAL PARK PLAT 1 IN THE CITY OF
WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, the final plat of the Richard Oldenburg Industrial Park Plat 1 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; and

WHEREAS, the City Council granted preliminary plat approval of the Richard
Oldenburg Industrial Park Plat 1 on Tuesday, January 17, 2023.

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

SECTION 1: The final plat of the Richard Oldenburg Industrial Park Plat 1 in the
City of Washington, Missouri is hereby approved and the same is ordered recorded in the
Office of the Recorder of Deeds of Franklin County, Missouri.

SECTION 2: This ordinance shall be in full force and effect from and after its
passage and approval.

Passed: _____

ATTEST: _____

President of City Council

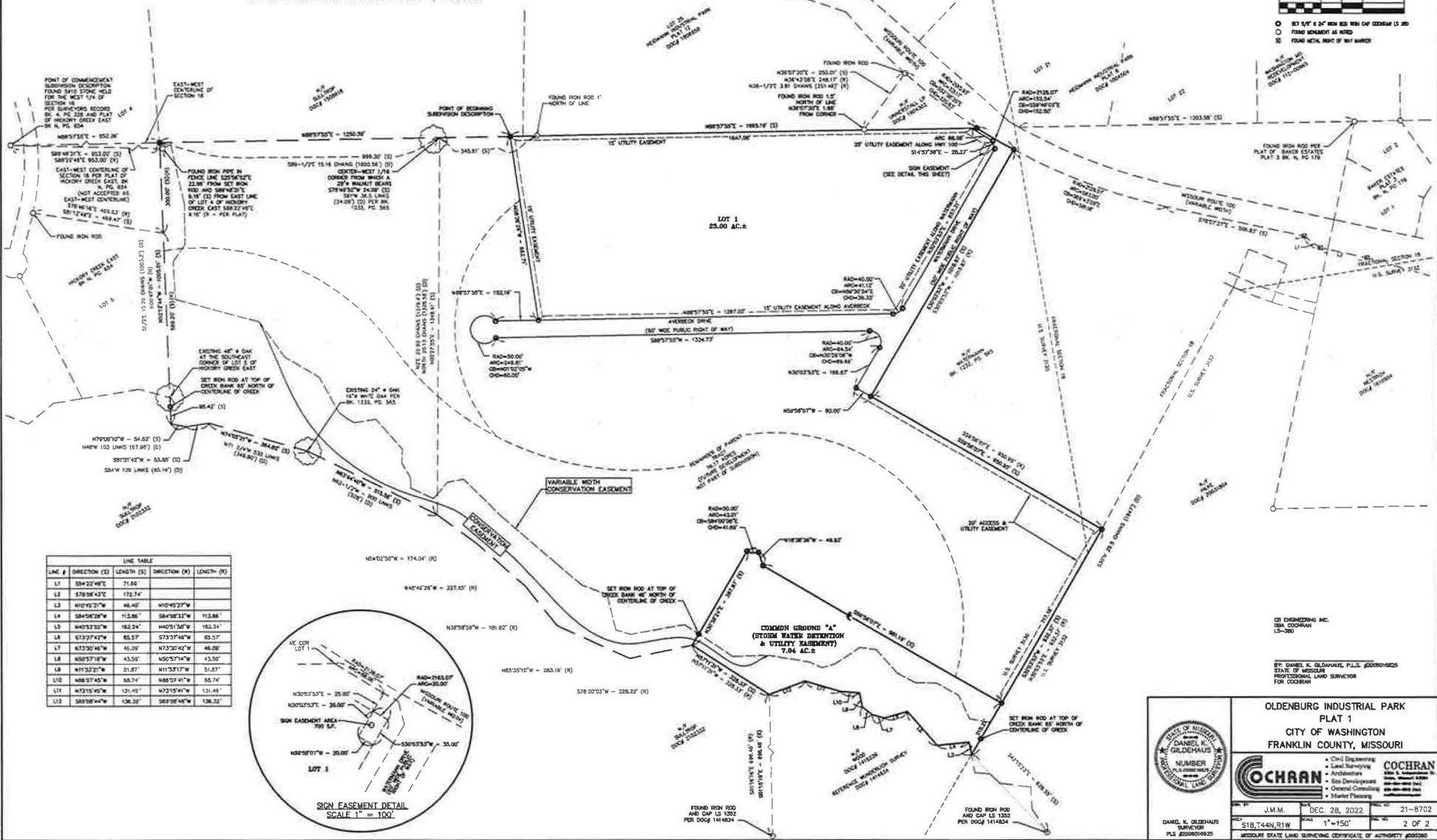
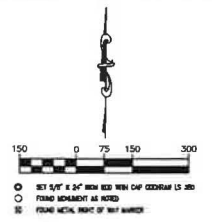
Approved: _____

ATTEST: _____

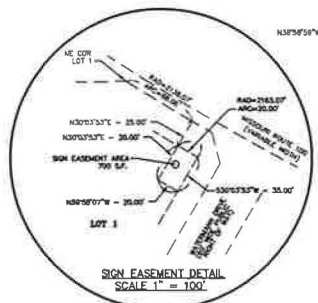
Mayor of Washington, Missouri

OLDENBURG INDUSTRIAL PARK PLAT 1

A TRACT OF LAND BEING PART OF THE SOUTH HALF OF SECTION 18,
TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH PRINCIPAL MERIDIAN,
CITY OF WASHINGTON FRANKLIN COUNTY, MISSOURI



LINE #	DIRECTION (S)	LENGTH (S)	DIRECTION (N)	LENGTH (N)
L1	S84°22'48"E	31.60		
L2	S78°58'43"E	172.74		
L3	N10°45'21"W	46.40	N10°45'27"W	
L4	S84°58'28"W	113.86	S84°58'33"W	113.88
L5	N40°52'32"W	182.24	N40°51'56"W	182.24
L6	N33°27'42"W	85.57	S73°37'48"W	85.57
L7	N33°50'48"W	40.20	N10°25'42"W	48.80
L8	N80°17'18"W	43.50	N50°57'18"W	43.50
L9	N11°33'27"W	51.87	N11°33'17"W	51.87
L10	N88°27'45"W	58.74	N88°27'45"W	55.74
L11	N73°14'45"W	131.40	N73°15'45"W	131.40
L12	S89°58'48"W	136.32	S89°58'48"W	136.32



ENGINEERING INC.
DANIEL K. OLDEHAUS
L.S. 6000019625

BY: DANIEL K. OLDEHAUS, P.L.S. #000019625
STATE OF MISSOURI
PROFESSIONAL LAND SURVEYOR
FOR COCHRAN

OLDENBURG INDUSTRIAL PARK
PLAT 1
CITY OF WASHINGTON
FRANKLIN COUNTY, MISSOURI

COCHRAN
Civil Engineering
Land Surveying
Architectures
Site Development
General Contracting
Master Planning

NO. J.M.M. DEC. 28, 2022 21-6702
S18,744N,R1W 1"=150' 2 OF 2
DANIEL K. OLDEHAUS SURVEYOR L.S. 600019625
MISSOURI STATE LAND SURVEYING CERTIFICATE OF AUTHORITY #000000

86