

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF PERRYVILLE, MISSOURI, TO ATTEST TO THE CITY'S ACCEPTANCE OF CERTAIN PROPERTY, WHICH SAID PROPERTY IS PARTICULARLY SET FORTH IN THE ATTACHED EASEMENT DEED.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PERRYVILLE, MISSOURI, AS FOLLOWS:

Section 1. The Mayor and Board of Aldermen of the City of Perryville, Missouri, do hereby accept the Easement Deed from **Perry County, Missouri**, which is attached hereto, subject to all of the terms and conditions therein expressed.

Section 2. The Mayor and City Clerk of the City of Perryville be, and they are, hereby authorized to do all acts and execute all instruments appropriate or necessary to accept the Easement Deed.

Section 3. The City Clerk is hereby directed to file a copy of the Easement Deed with the Recorder of Deeds of Perry County, Missouri.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

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

FIRST READING: _____.

SECOND READING: _____.

PASSED AND APPROVED this ___ day of February, 2026, by a vote of _ ayes, _ nays, _ abstentions, and _ absent.

CITY OF PERRYVILLE, MISSOURI

By: _____
Mayor

ATTEST:

City Clerk

EASEMENT DEED

THIS EASEMENT DEED made and entered into this _____ day of _____, 202___, by and between

**PERRY COUNTY, MISSOURI,
a Political Subdivision,
“Grantor”**

of the County of Perry, State of Missouri, Party of the First Part, and

**CITY OF PERRYVILLE, MISSOURI, a municipal corporation, “Grantee”
215 North West Street, Perryville, MO 63775**

of the County of Perry, State of Missouri, Party of the Second Part.

WITNESSETH, that the said Party of the First Part, for and in consideration of the sum of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION, does by these presents grant unto the said Party of the Second Part,

AN EASEMENT that shall run with the land for the following purposes: To construct, reconstruct, install, patrol, utilize, maintain, repair, replace, add to, and operate on or above the surface or underground, all municipal utilities, and all necessary appurtenances thereto over, upon, across, under, in, and through the following described real estate situated in the County of Perry, State of Missouri, to-wit:

A PERMANENT EASEMENT TO CONSTRUCT, MAINTAIN, AND REPAIR STORM SEWERS, DITCHES, SLOPES AND SIDEWALKS, SAID EASEMENT BEING PART OF LOT 2 OF SUGAR HILL PLAZA AS RECORDED IN DOCUMENT #2006R04357 OF THE PERRY COUNTY DEED RECORDS AND BEING PART OF UNITED STATES SURVEYS 843 AND 845, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF PERRYVILLE, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CHISELED CROSS ON THE NORTHERLY RIGHT OF WAY LINE OF EDMONT (60 FEET WIDE) BOULEVARD, BEING THE MOST WESTERN CORNER OF SAID LOT 2; THENCE LEAVING SAID RIGHT OF WAY LINE ALONG THE WESTERLY LINE OF SAID LOT 2 NORTH 21 DEGREES 50 MINUTES 50 SECONDS EAST 19.00 FEET; THENCE LEAVING SAID WESTERLY LINE SOUTH 68 DEGREES 09 MINUTES 10 SECONDS EAST 222.22 FEET TO A POINT ON SAID NORTHERLY RIGHT OF WAY LINE, SAID POINT BEING ON A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 30.00 FEET TO WHICH A RADIAL LINE BEARS SOUTH 46 DEGREES 39 MINUTES 06 SECONDS EAST; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 35.87 FEET TO A POINT OF TANGENCY; THENCE NORTH 68 DEGREES 09 MINUTES 10 SECONDS WEST 148.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,210 SQUARE FEET.

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

A TEMPORARY GRADING AND CONSTRUCTION EASEMENT BEING PART OF LOT 2 OF SUGAR HILL PLAZA AS RECORDED IN DOCUMENT #2006R04357 OF THE PERRY COUNTY DEED RECORDS AND BEING PART OF UNITED STATES SURVEYS 843 AND 845, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF PERRYVILLE, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID LOT 2 FROM WHICH A CHISELED CROSS THE MOST WESTERN CORNER OF SAID LOT 2 BEARS SOUTH 21 DEGREES 50 MINUTES 50 SECONDS WEST 19.00 FEET; THENCE ALONG SAID WESTERLY LINE NORTH 21 DEGREES 50 MINUTES 50 SECONDS EAST 10.00 FEET; THENCE LEAVING SAID WESTERLY LINE SOUTH 68 DEGREES 09 MINUTES 10 SECONDS EAST 93.92 FEET; THENCE NORTH 67 DEGREES 00 MINUTES 21 SECONDS EAST 131.66 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE HIGHWAY "51" BYPASS; THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 27 DEGREES 07 MINUTES 11 SECONDS WEST 95.00 FEET TO AN IRON PIN, THE BEGINNING OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 30.00 FEET TO WHICH A RADIAL LINE BEARS SOUTH 62 DEGREES 52 MINUTES 49 SECONDS EAST; THENCE ALONG SAID RIGHT OF WAY LINE SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 8.50 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 68 DEGREES 09 MINUTES 10 SECONDS WEST 176.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 5,715 SQUARE FEET.

Party of the Second Part, its successors, assigns, and licensees shall repair and restore the property to its original condition following any construction, repair, and/or maintenance work. As long as the work of the Party of the Second Part, its successors, assigns and licensees, is done in a good and workmanlike manner and is done without negligence by the Party of the Second Part, its successors, assigns, and licensees, then the Party of the First Part hereby releases the Party of the Second Part, its successors, assigns and licensees, from any claim for liability.

The Party of the First Part hereby reserves the right to use the easement premises in any manner that will not prevent or interfere with the exercise by the Party of the Second Part of the rights granted hereunder; provided, however, that the Party of the First Part shall not obstruct, or permit to be obstructed, the easement premises at any time whatsoever without the express prior written consent of the Party of the Second Part. Specifically, the Party of the First Part shall keep the easement clear of all future buildings, structures, harmful vegetation, or obstructions that may interfere with the operation or maintenance of the utilities, except where permitted by the Party of the Second Part. The Party of the First Part furthermore agrees to advise and consult with the Party of the Second Part in advance of any change in the grade and/or elevation of the land within the easement as granted herein so as to allow the Party of the Second Part to maintain mandatory depth requirements and all other safety precautions as required by and set forth in the City of Perryville Code of Ordinances or other applicable federal, state, or local law, statute, rule, regulation, or ordinance.

Party of the First Part warrants it is the owner of the land herein conveyed and has the right to make this conveyance and receive the payment therefor and the Party of the First Part covenants that the Party of the Second Part, its successors, assigns, and licensees may quietly enjoy the premises for the uses herein stated.

TO HAVE AND TO HOLD the said Easement, together with all rights and appurtenances to the same belonging unto the said Party of the Second Part and to its successors and assigns.

IN WITNESS WHEREOF, the said Party of the First Part has executed these presents the day and year first above written.

COUNTY OF PERRY, MISSOURI,
a Political Subdivision of the State of Missouri

By: _____
Mike Sauer, Presiding Commissioner

(SEAL)

ATTEST:

Jared Kutz, County Clerk
Perry County, Missouri

STATE OF MISSOURI)

COUNTY OF PERRY) ss

On this ____ day of _____, 202__, before me personally appeared **Mike Sauer**, to me known, who being by me first duly sworn, did say that he is the Presiding Commissioner of the County of Perry, Missouri, a Political Subdivision of the State of Missouri and the seal affixed to the foregoing instrument is the seal of said County, and said instrument was signed and sealed on behalf of said County by authority of the Perry County Missouri Commission, and said **Mike Sauer** acknowledged said instrument to be the free act and deed of said County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year first above written.

Notary Public

State of Missouri
County of Perry
Commission No: _____
My Term Expires: _____

