

BILL NO. _____

ORDINANCE NO. 23-45

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ATTEST TO THE CITY'S ACCEPTANCE OF CERTAIN PROPERTY FROM GERALD A. NICHOLSON AND MARILYN K. NICHOLSON FOR A UTILITY EASEMENT, WHICH SAID PROPERTY IS PARTICULARLY SET FORTH IN THE ATTACHED UTILITY EASEMENT DEED.

WHEREAS, Gerald A. Nicholson and Marilyn K. Nicholson have dedicated to the City of Fredericktown, Missouri, a utility easement described in the Utility Easement Deed attached hereto as Exhibit A.

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

Section 1. The Mayor and Board of Aldermen of the City of Fredericktown, Missouri, have determined that the acceptance of the utility easement granted by Gerald A. Nicholson and Marilyn K. Nicholson is in the best interest of the citizens of the City of Fredericktown and do hereby accept the permanent easement deed which is attached hereto, subject to all of the terms and conditions therein expressed.

Section 2. The Mayor and the City Clerk of the City of Fredericktown, Missouri, be and they are hereby authorized to do all acts and execute all instruments appropriate or necessary to accept the above easement and to effectuate the City's obligations contained therein.

Section 3. The City Clerk of the City of Fredericktown, Missouri, is hereby directed to file the Permanent Easement Deed with the Recorder of Deeds of Madison County, Missouri.

Section 4. This ordinance shall take effect and be in force from and after its passage and approval.

THIS ORDINANCE having been read by title only this 6th day of December, 2023, the

Board of Aldermen voted as follows:

Long	<u>aye</u>	Brown	<u>aye</u>
Polete	<u>aye</u>	Miller	<u>aye</u>
Jones	<u>aye</u>	Shankle	<u>aye</u>

THIS ORDINANCE having been read by title only the second time on this 6th day of December, 2023, the Board of Aldermen voted as follows:

Long	<u>aye</u>	Brown	<u>aye</u>
Polete	<u>aye</u>	Miller	<u>aye</u>
Jones	<u>aye</u>	Shankle	<u>aye</u>

PASSED AND APPROVED this 6th day of December, 2023, by 6 ayes, 0 nays, 0 abstentions, 0, and 0 absentees.

CITY OF FREDERICKTOWN, MISSOURI

By: Travis Parker
Travis Parker, Mayor

ATTEST:

Theresa Harbison
Theresa Harbison, City Clerk

UTILITY EASEMENT DEED

THIS DEED, made and entered into this _____ day of _____, 2023, by and between, **GERALD A. NICHOLSON and MARILYN K. NICHOLSON**, husband and wife, of 1040 Ridge Grove, Greensboro, Georgia 30642, **Grantors**, and **CITY OF FREDERICKTOWN, MISSOURI, a municipal corporation**, of P. O. Box 549, City of Fredericktown, County of Madison, State of Missouri, **Grantee**.

WITNESSETH, that the said Grantors, for and in consideration of the sum of One Dollar and Other Good and Valuable Consideration paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents **GRANT AND CONVEY** unto the said Grantee, **AN EASEMENT** for the following purposes:

To construct, reconstruct, maintain, repair, replace, remove and operate on or above the surface, or underground, sanitary sewer utilities and services of whatsoever kind and necessary appurtenances thereto over, upon, across, under, in and through the real estate more particularly described in Exhibit A beginning on page 3 attached hereto and incorporated herein and depicted on Exhibit B situated in the County of Madison and State of Missouri.

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 successors, heirs and assigns forever.

IN CONSIDERATION OF THE FOREGOING, the parties mutually agree as follows:

1. The Grantee agrees that the use hereby granted shall be limited exclusively to utility facilities and uses incidental thereto.
2. The Grantors hereby reserve the right to use the easement premises in any manner that will not prevent or interfere with the exercise by the Grantee of the rights granted hereunder; provided, however, that the Grantors shall not obstruct, or permit to be obstructed, the easement premises at any time whatsoever without the express prior written consent of the Grantee.

3. The Grantors agree that the Grantee may assign the rights granted to it hereunder to any assignee who demonstrates sufficient competence and gives adequate assurances that any work to be performed pursuant to such assignment shall be conducted in a skillful manner, and that the owners' interest in the easement premises shall be protected to the same extent as hereunder.

4. The Grantor agrees that the Grantee has the perpetual right to enter in and upon all streets, roads, highways and access roads abutting or upon said land for access to the above strip of land.

5. The Grantor agrees that the Grantee has the perpetual right to cut, trim, or otherwise control the growth of trees and/or brush located within or adjacent to the above strip of land which may interfere with or threaten to endanger the above described facilities, and/or the operation and maintenance thereof, to clear and keep cleared all structures, buildings, improvements and fire hazards located within the above described easement (said hazards or obstructions shall not be interpreted to include fences or cultivated crops other than growing trees, hedges, etc., that might reach such heights as to become a hazard to the City's facilities thereon).

IN WITNESS WHEREOF, the said Grantors have executed these presents the day and year first above written.

Gerald A. Nicholson

Marilyn K. Nicholson

STATE OF GEORGIA

)

COUNTY OF GREENE

) SS.

On this _____ day of _____, 2023, before me, the undersigned notary, personally appeared Gerald A. Nicholson and Marilyn K. Nicholson, husband and wife, personally known to me to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose.

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 Georgia
County of _____
Commission No. _____
Commission Expires: _____

Exhibit A

Description of Easement Tract

BEING AN EASEMENT FOR SANITARY SEWER PURPOSES LOCATED ON PART OF UNITED STATES SURVEY #3087, BEING PART OF SECTION 12, TOWNSHIP 33 NORTH, RANGE 6 EAST LOCATED IN MADISON COUNTY, MISSOURI AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF MADISON COUNTY ROAD 517 (OLD MISSOURI ROUTE H), MARKING THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN DEED BOOK 259 AT PAGE 150 - TRACT 10; THENCE ALONG SAID EAST LINE SOUTH 25 DEGREES 44 MINUTES 44 SECONDS WEST, A DISTANCE OF 1039.00 FEET;

THENCE CONTINUING ALONG SAID EAST LINE SOUTH 28 DEGREES 54 MINUTES 13 SECONDS EAST, A DISTANCE OF 97.18 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF MISSOURI STATE ROAD NO. 72;

THENCE DEPARTING THE EAST RIGHT-OF-WAY LINE OF MADISON COUNTY ROAD 517 AND CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE SOUTH 61 DEGREES 02 MINUTES 08 SECONDS EAST, A DISTANCE OF 101.28 FEET;

THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE NORTH 40 DEGREES 52 MINUTES 06 SECONDS EAST, A DISTANCE OF 643.34 FEET;

THENCE SOUTH 49 DEGREES 07 MINUTES 54 SECONDS EAST, A DISTANCE OF 135.97 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT AREA;

THENCE NORTH 56 DEGREES 13 MINUTES 14 SECONDS EAST, A DISTANCE OF 369.32 FEET;

THENCE SOUTH 37 DEGREES 09 MINUTES 38 SECONDS EAST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 56 DEGREES 07 MINUTES 03 SECONDS WEST, A DISTANCE OF 364.84 FEET;

THENCE NORTH 48 DEGREES 07 MINUTES 54 SECONDS WEST, A DISTANCE OF 21.39 FEET TO THE POINT OF BEGINNING AND CONTAINING 7,450 SQUARE FEET, MORE OR LESS. SUBJECT TO ALL RIGHTS-OF-WAY OF RECORD.

Exhibit B

Depiction of Easement Tract

