

BILL NO. 24-26

ORDINANCE NO. 24-27

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

WHEREAS, Kranjec Ventures, Inc. has dedicated to the City of Fredericktown, Missouri, a utility easement described in the Utility Easement Deed attached hereto as Exhibit A for utility services for the new police station and the surrounding areas.

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 Kranjec Ventures, Inc. 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 by the Board of Aldermen and after its approval and execution by the Mayor.

THIS ORDINANCE having been read by title only this 24th day of June, 2024, the Board of Aldermen voted as follows:

Long aye

Brown aye

Polete aye

Reese aye

Jones aye

Shankle aye

THIS ORDINANCE having been read by title only the second time on this 24th day of June, 2024, the Board of Aldermen voted as follows:

Long aye

Brown aye

Polete aye

Reese aye

Jones aye

Shankle aye

PASSED AND APPROVED this 24th day of June, 2024, by 6 ayes, 0 nays, 0 abstentions, 0, and 0 absentees.

CITY OF FREDERICKTOWN, MISSOURI

By: _____
Travis Parker, Mayor

ATTEST:

Theresa Harbison
Theresa Harbison, City Clerk

UTILITY EASEMENT DEED

THIS DEED, made and entered into this 24 day of June, 2024, by and between, **KRANJEC VENTURES, INC.**, of the County of Madison, State of Missouri, Grantor, and **CITY OF FREDERICKTOWN, MISSOURI**, a municipal corporation, of the County of Madison, State of Missouri, Grantee.

Grantee's Mailing Address: P. O. Box 549, Fredericktown, Missouri 63645.

WITNESSETH, that the said Grantor, 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, does 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, ~~general utilities~~ (including, but not limited to, water, electric, gas, sanitary sewer, storm sewer, telephone, cable and any additional utilities as may be required) and services of whatsoever kind and necessary appurtenances thereto including storm water piping structures and appurtenances over, upon, across, under, in and through the following described real estate, situated in the County of Madison and State of Missouri, to-wit:

A permanent easement and 40 feet wide temporary easement to construct, maintain, and repair utilities said easements being part of Madison Village – Phase Two as recorded in Cabinet A, page 612-1 of the Fredericktown subdivision records and being part of Fractional Section 7, Township 33 North, Range 7 East of the Fifth Principal Meridian, City Of Fredericktown, Missouri, said permanent easement being more particularly described as follows:

Beginning at a point the most northern corner of said Madison Village – Phase Two, being on the southwesterly right-of-way line of Missouri state highway “72”, on a curve concave to the northeast having a radius of 3,344.17 feet to which a radial line bears south 32 degrees 51 minutes 26 seconds west, from

which point, an iron pin bears north 14 degrees 31 minutes 00 seconds east 0.47 feet; thence southeasterly along said right-of-way line and said curve an arc distance of 237.68 feet to an iron pin; thence south 19 degrees 53 minutes 22 seconds east 41.82 feet to an iron pin on the westerly right-of-way line of Kristofor Drive (60 feet wide); thence along said right-of-way line south 12 degrees 55 minutes 30 seconds west 77.31 feet to a point; thence leaving said right-of-way line north 18 degrees 41 minutes 42 seconds west 103.24 feet; thence north 67 degrees 08 minutes 18 seconds west 148.87 feet; thence south 72 degrees 58 minutes 16 seconds west 58.68 feet to the westerly line of said Madison Village - Phase Two; thence north 14 degrees 31 minutes 00 seconds east 101.21 feet to the point of beginning and containing 13,696 square feet, said 40 foot wide temporary easement being southwesterly and southerly of and contiguous with the southwesterly and southerly lines of above 13,696 square feet permanent easement and containing 12,922 square feet.

Said permanent and temporary easements depicted in Exhibit A attached hereto and incorporated herein by reference.

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 Grantor hereby reserves 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 Grantor 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 Grantor agrees 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).

6. The Grantor agrees that, on any structure at line angle points, ties, or dead ends, the Grantee shall have the right to place anchors and/or guy wires outside the easement granted herein.

7. The temporary easement portion expires and is of no further force or effect one year from the date of this Utility Easement Deed

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

KRANJEC VENTURES, INC.

By Ivan Kranjec
Ivan Kranjec, President

STATE OF MISSOURI)

COUNTY OF MADISON) SS.

On this 24th day of June, 2024, before me personally appeared Ivan Kranjec, known to me to be the person who executed the foregoing instrument and acknowledged to me that he signed it voluntarily for its stated purpose as President for Kranjec Ventures, Inc., a Missouri corporation.

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.

Theresa Lubbers
_____, Notary Public

THERESA RENEE HARBISON
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES APRIL 16, 2026
MADISON COUNTY
COMMISSION #17703466

State of Missouri
County of Madison
Commission No. 17703466
Commission Expires: 4-16-25