

September 26, 2023

Aldermen Meeting

Packet



Greg Parker, Mayor
Shawn Bolerjack, East Ward Alderman
Kala Sisco, East Ward Alderman
Kyle Williams, West Ward Alderman
Amanda Duncan, West Ward Alderman

MINUTES
BOARD OF ALDERMEN MEETING
202 N. Washington
September 12, 2023

Call Meeting to Order

The regular season meeting of the Board of Alderman of the City of Salem, Missouri, was called to order by Board President Shawn Bolerjack at 6:00 p.m. Mayor Greg Parker was absent.

Pledge of Allegiance

The Pledge of Allegiance was led by Board President Shawn Bolerjack.

Opening Prayer

Opening prayer was led by Board President Shawn Bolerjack.

Roll Call

Council Members present included Kala Sisco, Shawn Bolerjack, and Kyle Williams. Others in attendance were: City Administrator Sally Burbridge, City Clerk Tammy Koller, Chief of Police Joe Chase, Finance Director Stacey Houston, Water Supervisor Donnie Moore, Chris McGuirt, Josh Hunt (WWTF), Melissa Dubois and Building Inspector Jarred Brown.

Citizens in attendance were: Mary Ann Curley, Debbie Murphy, Sue Woods, Lisa French, Patti McKewon, Ben Johnson (Salem News), Joyce Bradley, John Boyle, Carolyn Boyle, John Hambacker, Jay Anderson, Sherry Lea, Jenna Deason, and Brandi Richardson (M.U. Extension).

Approve Agenda

Alderman Williams moved to approve the agenda with the removal of Animal Control Log, Personal Days Policy Amendment and Board Appointment.

Seconded by Alderwoman Sisco.

The vote was 3 Aye-Williams, Sisco, and Bolerjack. 0 Nay. Motion Carried.

Consent Agenda

August 22, 2023, Regular Meeting Minutes

August 24, 2023, Special Meeting Minutes

August 30, 2023, Special Meeting Minutes

Parks and Recreation Staff Report-August 2023

Police Department Monthly Report-August 2023

MO Dept. of Revenue C.A.R.T. Tax August 2023-\$20,050.20

Alderman Williams moved to approve the Consent Agenda.

Seconded by Alderwoman Sisco.

The vote was 3 Aye- Williams, Sisco, and Bolerjack. 0 Nay. Motion carried.

Hearing of Persons

John Hambacker and Jay Anderson would like to see some improvements to the railroad walking trail. They suggested making it a historical walking trail with signs at specified locations.

William Parsons was not present.

Debbie Murphy voiced concerns about various areas where she believes there are issues with communication between the city and citizens.

New and Miscellaneous Business

Air Conditioning Unit for WWTF System

Alderman Williams moved to approve the bid from Ice Cube, Inc. for \$5,410.00 plus freight charges.

Seconded by Alderwoman Sisco.

The vote was 3 Aye-Williams, Sisco, and Bolerjack. 0 Nay. Motion carried.

Electrical Supplies for Al Brown Fields

Alderwoman Sisco moved to approve the bid from Butler Supply for \$18,331.57 for material for Al Brown Field lighting.

Seconded by Alderman Williams.

The vote was 3 Aye-Sisco, Williams, and Bolerjack. 0 Nay. Motion carried.

Salt Purchase

Alderman Williams moved to approve the bid from Compass Minerals for \$7,043.25.

Seconded by Alderwoman Sisco.

The vote was 3 Aye-Williams, Sisco, and Bolerjack. 0 Nay. Motion carried.

Bill No. 3573-An ordinance authorizing the mayor to sign and execute an agreement between the City of Salem, Missouri and Buildtec Construction, LLC for construction of 6 T-Hangars at the Salem Memorial Airport (K33), State Block Grant Project No. 23-066A-1.

First reading, no vote was taken.

Community Support Request for Funding-Dent County Extension

Alderwoman Sisco moved to approve the Community Support request for \$5800.00.

Seconded by Alderman Williams.

The vote was 3 Aye-Sisco, Williams, and Bolerjack. 0 Nay. Motion carried.

Community Support Request for Funding-SACBA

Alderman Williams moved to approve the Community Support request for \$5,000.00.

Seconded by Alderwoman Sisco.

The vote was 3 Aye-Williams, Sisco, and Bolerjack. 0 Nay. Motion carried.

Resolution No. 28-2023-A resolution authorizing the mayor to execute an agreement between the City of Salem, Missouri, and the Meramec Regional Planning Commission (MRPC) for membership services.

Alderman Williams moved to approve Resolution No. 28-2023.

Seconded by Alderwoman Sisco.

The vote was 3 Aye-Williams, Sisco, and Bolerjack. 0 Nay. Motion carried.

Reading of Bills (Second Reading)

Bill No. 3562- An ordinance to rezone 1101 Babb Lane as described in Exhibit “A” in the City of Salem, Missouri from Commercial to Manufacturing/Industrial, owners MFA Inc.

City Clerk Koller read the second reading of Bill No. 3562 by caption only.

Alderman Williams moved to approve Bill No. 3562.

Seconded by Alderwoman Sisco.

The vote was 3 Aye-Williams, Sisco, and Bolerjack. 0 Nay. Bill No. 3562 passed as Ordinance No. 3562.

Bill No. 3563 An ordinance to rezone 1200 Babb Lane as described in Exhibit “A” in the City of Salem, Missouri from Commercial to Manufacturing/Industrial, owners Peggy J. Whitaker Trust.

City Clerk Koller read the second reading of Bill No. 3563 by caption only.

Alderwoman Sisco moved to approve Bill No. 3563.

Seconded by Alderman Williams.

The vote was 3 Aye-Sisco, Williams, and Bolerjack. 0 Nay. Bill No. 3563 passed as Ordinance No. 3563.

Bill No. 3564-An ordinance to rezone 1203 Babb Lane as described in Exhibit “A” in the City of Salem, Missouri from Commercial to Manufacturing/Industrial, owner Sellers Investment Properties.

City Clerk Koller read the second reading of Bill No. 3564 by caption only.

Alderman Williams moved to approve Bill No. 3564.

Bill No. 3564 did not pass due to the lack of a second.

Bill No. 3565-An ordinance to rezone 1207 Babb Lane as described in Exhibit “A” in the City of Salem, Missouri from Commercial to Manufacturing/Industrial, owners BKG Properties.

City Clerk Koller read the second reading of Bill No. 3565 by caption only.

Alderman Williams moved to approve Bill No. 3565.

Seconded by Alderwoman Sisco.

The vote was 3 Aye-Williams, Sisco, and Bolerjack. 0 Nay. Bill No. 3565 passed as Ordinance No. 3565.

Bill No. 3566-An ordinance to rezone 1209 Babb Lane as described in Exhibit “A” in the City of Salem, Missouri from Commercial to Manufacturing/Industrial, owner Sellers Investment Properties.

City Clerk Koller read the second reading of Bill No. 3566 by caption only.

Bill No. 3566 did not pass due to a lack of motion.

Bill No. 3567-An ordinance to rezone 1301 Babb Lane as described in Exhibit “A” in the City of Salem, Missouri from Commercial to Manufacturing/Industrial, owner David Gray, Jr.

City Clerk Koller read the second reading of Bill No. 3567 by caption only.

Bill No. 3567 did not pass due to a lack of motion.

Bill No. 3568-An ordinance to rezone Lot 10 of JKD Subdivision in the City of Salem, Missouri from Commercial to Manufacturing/Industrial, owner City of Salem

City Clerk Koller read the second reading of Bill No. 3568 by caption only.

Alderwoman Sisco moved to approve Bill No. 3568.

Seconded by Alderman Williams.

The vote was 3 Aye-Sisco, Williams, and Bolerjack. 0 Nay. Bill No. 3568 passed as Ordinance No. 3568.

Bill No. 3569- An ordinance to rezone all of Lot 4 Block A of Oak Park Addition in the City of Salem, Missouri from residential to commercial, owner South Central Missouri Community Health Center Inc.

City Clerk Koller read the second reading of Bill No. 3569 by caption only.

Alderwoman Sisco moved to approve Bill No. 3569.

Seconded by Alderman Williams.

The vote was 3 Aye-Sisco, Williams, and Bolerjack. 0 Nay.

Bill No. 3570-An ordinance amending the sewer hookup fees for the City of Salem, Missouri.

City Clerk Koller read the second reading of Bill No. 3570 by caption only.

Alderman Williams moved to approve Bill No. 3570.

Seconded by Alderwoman Sisco.

The vote was 3 Aye-Williams, Sisco, and Bolerjack. 0 Nay. Bill No. 3570 passed as Ordinance No. 3570.

Bill No. 3571-An ordinance amending the water hookup fees for the City of Salem, Missouri.

City Clerk Koller read the second reading of Bill No. 3571 by caption only.

Alderman Williams moved to approve Bill No. 3571.

Seconded by Alderwoman Sisco.

The vote was 3 Aye-Williams, Sisco, and Bolerjack. 0 Nay. Bill No. 3571 passed as Ordinance No. 3571.

Bill No. 3572-An ordinance amending the electric hookup fees for the City of Salem, Missouri.

City Clerk Koller read the second reading of Bill No. 3572 by caption only.

Alderman Williams moved to approve Bill No. 3572.

Seconded by Alderwoman Sisco.

The vote was 3 Aye-Williams, Sisco, and Bolerjack. 0 Nay. Bill No. 3572 passed as Ordinance No. 3572.

Reports of City Officials, Boards and Committees

City Administrator Sally Burbridge reported City-Wide Yard Sales will be October 7th. The administration building parking lot will have spaces available for rent for \$8.00 for two parking spaces. The advertisement for that will be available soon.

City Administrator Sally Burbridge reported plans for the fall community clean-up for the week following the City-Wide Yard Sales are still in process.

Alderman Kala Sisco reported there will be a Parks and Recreation meeting on September 19th at 5:30 PM at the Armory.

Alderman Kala Sisco reported she is working on the Community Service (aka Community Involvement) Committee. This committee needs committee members. She would like to start focusing on fundraising for the Fourth of July Fireworks display. Fundraising for this would need to be wrapped up by January 2024. The form to join the committee is on the city website at salemmo.com or you can reach out to Alderman Sisco.

Alderman Shawn Bolerjack reported Governor Mike Parson has declared September 10th -16th Water and Wastewater Treatment Professionals week to recognize the vital work of these individuals. Alderman Bolerjack thanked the Water and Wastewater teams for the work they do across our city. He also recognized Chris McGuirt, William Malone, and Donnie Moore for recently completing the Journeyman Apprenticeship Program through the Missouri Rural Water Association. Chris and William completed all the requirements to become a Journeyman Water System Operation Specialist. Donnie completed all the requirements to become a Wastewater System Operation Specialist.

Alderman Shawn Bolerjack reported Missouri Good Neighbor Week will be September 28th- October 4th. This was signed into law in 2022. It encourages citizens to participate in activities and events to establish connections with their neighbors. This is a project coordinated by The University of Missouri Extension and The Hopeful Neighborhood Project. Their goal this year is to document 15,000 acts of neighboring in the State of Missouri. They want to honor Missouri's most engaged neighbors through county and state level awards. Information and resources can be found at missourigoodneighborweek.com.

Alderman Kyle Williams reported the Utility Committee Meeting Wednesday, September 13th at 6:15 PM in the Rotary Room at the Armory.

Alderman Kyle Williams reported he has spoken with MRPC and SMTS about an interest in public transportation. SMTS is interested in working with the city on a public transportation system.

Alderman Kyle Williams reported he has spoken with MRPC about the Ozark Rivers Solid Waste Department. He hopes to apply for grants or there is the possibility of bringing a recycling trailer previously owned by the city back from its current location. City Administrator Sally Burbridge added they are currently working through the logistics of the process and hopes to have some answers soon.

Closed Session

Pursuant to Section 610.021(1) Legal action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorney.

Pursuant to Section 610.021(12) of the Revised State Statutes of the State of Missouri pertaining to sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected.

Alderman Williams moved to go into closed session.

Seconded by Alderwoman Sisco.

The vote was 3 Aye- Williams, Sisco, and Bolerjack. 0 Nay. Motion carried.

The Board went into closed session at 6:46 PM.

No action was taken.

Adjournment

Board President Shawn Bolerjack adjourned the meeting at 8:34 p.m.

Tammy Koller
City Koller

APPROVED:

Greg Parker
Mayor

ATTEST:

Tammy Koller
City Clerk

CITY OF SALEM UTILITY COMMITTEE MINUTES OF MEETING AUGUST 9, 2023

The City of Salem Utility Committee meeting was called to order by Utility Committee Chairperson and West Ward Alderman, Kyle Williams. The following individuals were present: Catherine Dent, John Hambacker, Harold Hamilton, Nathan Kinsey, Rick Letchworth, and David Weiss.

Reports and Financials Reports and financials for utility usage were presented by Stacy Houston, Financial Director for the City of Salem.

Email Utility Bills Jennifer Cochran, of the utility department, spoke about the process of setting up the email utility bills. City Administrator, Sally Burbridge, stated the city was still waiting on information from Encode.

MMMPEP (Mid Missouri Municipal Power Energy Pool) Committee Burbridge announced the MMMPEP Committee meeting is scheduled for October. Meetings are quarterly or as needed, and agendas for the meeting are sent out 2-3 weeks in advance. Kyle Williams inquired as to whether the agenda could be given to the utility committee, and Burbridge agreed to see if this was possible.

Public Works Report Director of Public Works, Mark Nash, reported there had been 1-2 water line breaks and lift station problems. Parts for the hydrants are unable to be procured, and hydrants will be replaced. John Hambacker asked about LED lighting, and changes are being made.

Water Testing A water testing quote and information regarding testing were provided by Josh Hunt. A quote was provided by Pace Technologies who recommends standards for source and bottled water per California standards. The cost for testing per well was \$3,691 with documentation; however, the city only has \$500 available for testing until there is a budget adjustment. Hunt went over the various testing groups with committee members and stated that the city tests monthly or yearly routine samples (depending on the grouping) and the city is in full compliance. Hunt stated the city has a sampling plan as posted on the mowatch.com website with locations being rotated. Hunt stated that even if the water was discolored, it was still safe.

Waste Management Justin of GFL Waste Management stated that the trash contract with the City ends August 31 and that a new contract proposal was presented to the Board of Aldermen at their meeting on August 8, 2023. Justin also noted that recycling costs were going to increase and suggested there might be better options for the city to pursue. A motion was made by Catherine Dent and seconded by David Weiss that the waste management rates as presented be accepted. Dent also made a motion, seconded by Harold Hamilton, that the city explore options for recycling. Both motions carried.

Dusk to Dawn Lighting Mark Nash reported that the cost of dusk-to-dawn lighting was increasing. The cheapest bid for the lights alone was \$167.50 per light. A discussion ensued about the charges for the current lights on hand. A motion was made by John Hambacker

and seconded by Harold Hamilton, that the cost for the dusk-to-dawn lights be billed at the rate at the time of purchase of the lights by the city. Motion carried. Nash also stated that there was a change in pricing for the cost of the poles used for the dusk-to-dawn lights, increasing almost \$200 per pole. Nash stated that in the past the city has not charged for setting the pole but now was asking for two hours minimum in labor costs. A motion was made by David Weiss and seconded by John Hambacker that the cost per pole be billed at the actual cost to the city when they were acquired, plus two hours labor for two people and two hours for equipment used. Motion carried.

Service Availability Fee Administrator Burbridge gave a presentation on the Service Availability Fee for water usage in gallons as compared to St. James. John Hambacker asked that the figures be sent to the committee to study, and Burbridge stated she would do so. Burbridge stated that the city needed to have a utility rate study done and develop a rate structure. She stated MPUA (Missouri Public Utility Alliance) does a rotating cycle for electric rate studies and Salem is on the schedule and there might be an option to add water. The sewer bond will take care of the sewer rates, and an engineer is presently working on this. Missouri Rural Water can do a rate study on the water, too. This topic will be revisited later.

Out of City Utilities Various entities were contacted regarding how they handled out-of-city electric, water, etc. rates and a recommendation was presented to the committee. A discussion ensued. A motion was made by Catherine Dent, seconded by Harold Hamilton, that the recommendation be followed. Because of the recent vote by the Aldermen regarding a 25% increase by the city for customers on city utilities outside the city limits which failed, the committee asked that all the council members be present at the next utility committee meeting.

Adjournment With no other business occurring, a motion was made by Nathan Kinsey and seconded by John Hambacker that the meeting adjourn. Motion carried.

Next Meeting The next meeting of the Utility Committee will be Wednesday, September 13 at 6:15 p.m. at the Salem Community Center in the Armory.

Prepared by: Catherine Dent

AUG 2023

SALEM ANIMAL CONTROL LOG

[illegible]

CITY OF SALEM
CITY CLERK
400 N IRON ST
SALEM

MO 65560

MISSOURI DEPARTMENT OF REVENUE

09/15/23

WE HAVE INSTRUCTED THE CENTRAL BANK, JEFFERSON CITY, TO DISTRIBUTE YOUR
MONIES TOTALING \$ 21,203.63 BY ELECTRONIC FUNDS TRANSFER (ACH) TO

THE BANK OF SALEM 081503694 CITY OF SALEM-ENTERPRISE FUND/AC-0410117

MOTOR FUEL TAX	\$	15,099.28
MOTOR V SALES TAX	\$	4,177.06
MOTOR V FEE INCREASES	\$	1,927.29

FOR YOUR CREDIT AND USE ON 09/20/23.
IF YOU DO NOT RECEIVE YOUR DISTRIBUTION OR IF YOU HAVE QUESTIONS CONCERNING
THE AMOUNT OF YOUR DISTRIBUTION, PLEASE CONTACT THE MISSOURI DEPARTMENT
OF REVENUE AT (573) 751-2611.

Staff Summary Report

MEETING DATE:	September 26, 2023
AGENDA ITEM:	New and Miscellaneous Business
AGENDA TITLE:	Personal Days Policy Amendment

ACTION REQUESTED BY:	City Administrator
ACTION REQUESTED:	Approval of Employee Manual Amendment for Personal Days
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

During the rework of the Employee Manual approved in June of 2023 the addition of 2 Personal Days per year was accidentally left out of the Manual. These were included in the budget for the current year and the Personal Days were discussed during the benefits discussion last December during the workshop where the Board of Aldermen reviewed other City's policies and had discussion on various employee benefits. Staff recommends addition of the following section to the Employee Manual to add 2 Personal Days per year:

Personal Days

Each full-time employee who has completed their probationary period is eligible for 2 Personal Days per year. Personal Days must be used each year and will not accrue. Personal Days are not paid out upon leaving employment with the city.

PROCUREMENT

N/A

FISCAL IMPACTS

Included in 23-24 Budget

SUPPORT DOCUMENTS:	N/A
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DEPARTMENT'S RECOMMENDED MOTION:	Move and approve the addition of Personal Days policy in the Employee Manual.
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RESOLUTION NO. 27-2023

A RESOLUTION FOR THE CITY OF SALEM, MISSOURI, AUTHORIZING THE MAYOR OF THE CITY OF SALEM, MISSOURI, TO ACCEPT PERMANENT SIDEWALK EASEMENTS FOR THE SIDEWALK CONSTRUCTION PROJECT NO. TAP-9901 (520).

WHEREAS, the City of Salem, Missouri is improving sidewalks which requires permanent sidewalk easements; and

WHEREAS, the perpetual utility easements are attached and described as follows:

**SEE "EXHIBIT A"
SEE "EXHIBIT B"
SEE "EXHIBIT C"
SEE "EXHIBIT D"
SEE "EXHIBIT E"
SEE "EXHIBIT F"
SEE "EXHIBIT G"
SEE "EXHIBIT H"
SEE "EXHIBIT I"
SEE "EXHIBIT J"
SEE "EXHIBIT K"
SEE "EXHIBIT L"
SEE "EXHIBIT M"
SEE "EXHIBIT N"
SEE "EXHIBIT O"
SEE "EXHIBIT P"
SEE "EXHIBIT Q"
SEE "EXHIBIT R"**

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI AS FOLLOWS:

Section 1.

The mayor is authorized to accept the sidewalk easements, a copy of which is attached hereto and incorporated herein by this reference.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR THIS 26th DAY OF SEPTEMBER 2023.

APPROVED:

ATTEST:

Greg Parker
Mayor

Tammy Koller
City Clerk

APPROVED AS TO FORM:

James Weber
City Attorney

EXHIBIT A

DRAFT EASEMENT

EASEMENT COVER SHEET

Project No. TAP-9901 (520)

DISCARD THIS PAGE PRIOR TO RECORDING.

GRANTOR: Sylvia Self

DEED: Instrument No. 2022-2430

ADDRESS: 118 W. Fourth St.
Salem, MO 65560
(from deed of acquisition)

PARCEL: 1

PURPOSE: Permanent Sidewalk Easement

DISCARD THIS PAGE PRIOR TO RECORDING



400 N. Iron Street, Salem, Missouri 65560
(573) 729-4811 Fax (573) 729-5371
www.salemmo.com

August 31, 2023

Sylvia Self
118 W. 4th St.
Salem, MO 65560

Easement for Sidewalk Construction
Project No. TAP-9901 (520)
Parcel No: 1

Dear Owner:

The City of Salem is pleased to inform you of sidewalk improvements planned for your area. Engineering drawings which describe the proposed project are available to view on our website at this link: www.salemmo.com/city/government/city_projects.

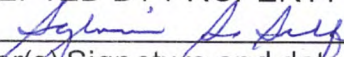
We do want to inform you that you do have the right to receive compensation for the land in question, as determined by an appraisal for the rights taken from your property.

We are hopeful that, because of the benefits to be derived from the project, we can reach an agreement with you to donate approximately **302 square feet** of your land as a **Permanent Sidewalk Easement** and **0.00 square feet** of your land as a **Temporary Construction Easement** and to accomplish the construction. If you choose to donate your land, we would appreciate your signing this letter below, waiving your right to compensation and pro rata tax adjustment and returning it to us.

To comply with regulations, we will also need your signature later on a formal agreement, or deed. An acquisition brochure is furnished with this letter. Its purpose is to explain the process which must be followed to acquire right of way. We look forward to the continuation of our street improvement program and are grateful for the opportunity to serve you.

Respectfully,
City of Salem

ACCEPTED BY PROPERTY OWNER


Owner(s) Signature and date

9-20-23

Provide copy for Owner and retain signed copy for Agency file.

MAYOR
Greg Parker
ALDERMEN
East Ward
Shawn Bolerjack
Kala Sisco
West Ward
Amanda Duncan
Kyle Williams
PARKS AND RECREATION: Melissa DuBois
POLICE DEPARTMENT: Joe Chase



PUBLIC WORKS: Mark Nash
UTILITIES: Jennifer Cochran

CITY ADMINISTRATOR
Sally Burbridge
CITY CLERK
Tammy Koller
CITY ATTORNEY
James Weber
BUILDING INSPECTION: Jarred Brown
FINANCE: Stacey Houston

Document Title: Permanent Sidewalk Easement
Grantor's Name(s): ~~Balcof, LLC~~ *Sylvia Self, A Single Person*
Grantee's Name: City of Salem, Missouri

PERMANENT SIDEWALK EASEMENT

THIS INDENTURE, made on the 23 day of August, 2023 by and between **Sylvia Self**, 118 W. Fourth, Salem, MO 65560, Grantor, and the **City of Salem**, 400 N Iron St, Salem, MO 65560, Grantee:

WITNESSETH: That the said Grantors, in consideration of the sum of ONE DOLLAR AND 00/100 (\$1.00) to them in hand paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents, remise, release, and forever quit claim unto the said Grantee, its successors and assigns a permanent sidewalk easement as follows:

PERMANENT SIDEWALK EASEMENT NO. 1

A permanent sidewalk easement in Lot 3, Block 14 of WEST SIDE OF THE CREEK IN THE CITY OF SALEM, MISSOURI more particularly described as follows: Beginning at the Southwest Corner of Lot 3, Block 14 of said WEST SIDE OF THE CREEK IN THE CITY OF SALEM, MISSOURI; thence South 89°32'50" East, 50.96 feet along the North right of way of 4th Street to the southwest corner of a parcel described in Dent County Deed Records at Instrument No. 20220401; thence North 1°09'40" East, 5.58 feet along the West line of said Instrument No. 20220401 parcel; thence North 88°46'50" West, 50.95 feet to the East right of way of Washington Street; thence South 1°09'40" West, 6.26 feet along said East right of way to the point of beginning.

EXHIBIT B

DRAFT EASEMENT

EASEMENT COVER SHEET

Project No. TAP-9901 (520)

DISCARD THIS PAGE PRIOR TO RECORDING.

GRANTOR: Robert V. Cooper, Laura L. Gant, and Russell Gant

DEED: Instrument No. 20220401

ADDRESS: 1638 Highway 62/42
Highland, AR 72542

PARCEL: 2

PURPOSE: Permanent Sidewalk Easement

DISCARD THIS PAGE PRIOR TO RECORDING



400 N. Iron Street, Salem, Missouri 65560
(573) 729-4811 Fax (573) 729-5371
www.salemmo.com

September 25, 2023

Robert V. Cooper, Laura L. Gant, and Russell Gant
1638 Highway 62/42
Highland, AR 72542

Easement for Sidewalk Construction
Project No. TAP-9901 (520)
Parcel No: 2

Dear Owner:

The City of Salem is pleased to inform you of sidewalk improvements planned for your area. Engineering drawings which describe the proposed project are available to view on our website at this link: www.salemmo.com/city/government/city_projects.

We do want to inform you that you do have the right to receive compensation for the land in question, as determined by an appraisal for the rights taken from your property.

We are hopeful that, because of the benefits to be derived from the project, we can reach an agreement with you to donate approximately **129 square feet** of your land as a **Permanent Sidewalk Easement** and **0.00 square feet** of your land as a **Temporary Construction Easement** and to accomplish the construction. If you choose to donate your land, we would appreciate your signing this letter below, waiving your right to compensation and pro rata tax adjustment and returning it to us.

To comply with regulations, we will also need your signature later on a formal agreement, or deed. An acquisition brochure is furnished with this letter. Its purpose is to explain the process which must be followed to acquire right of way. We look forward to the continuation of our street improvement program and are grateful for the opportunity to serve you.

Respectfully,
City of Salem

ACCEPTED BY PROPERTY OWNERS _____

Owner(s) Signature and date _____

(Provide copy for Owner and retain signed copy for Agency file.)

MAYOR

Greg Parker

ALDERMEN

East Ward

Shawn Bolerjack

Kala Sisco

West Ward

Amanda Duncan

Kyle Williams

PARKS AND RECREATION: Melissa DuBois

POLICE DEPARTMENT: Joe Chase



PUBLIC WORKS: Mark Nash

UTILITIES: Jennifer Cochran

CITY ADMINISTRATOR

Sally Burbridge

CITY CLERK

Tammy Koller

CITY ATTORNEY

James Weber

BUILDING INSPECTION: Jarred Brown

FINANCE: Stacey Houston



Recording Date/Time: 05/12/2023 at 04:10:13 PM

Instr #: 20230909

Type: EASE

Pages: 4

Fee: \$33.00 S 20230000764

Cindy Edwards Ard
Recorder of Deeds

Document Title: Permanent Sidewalk Easement
Grantor's Name(s): Robert V. Cooper, Laura L. Gant, and Russell Gant
Grantee's Name: City of Salem, Missouri

PERMANENT SIDEWALK EASEMENT

THIS INDENTURE, made on the 20th day of April, 2023, by and between **Robert V. Cooper, Laura L. Gant, and Russell Gant**, 1638 Highway 62/42, Highland, AR 72542, Grantors, and the **City of Salem**, 400 N Iron St, Salem, MO 65560, Grantee:

WITNESSETH: That the said Grantors, in consideration of the sum of ONE DOLLAR AND 00/100 (\$1.00) to them in hand paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents, remise, release, and forever quit claim unto the said Grantee, its successors and assigns a permanent sidewalk easement as follows:

PERMANENT SIDEWALK EASEMENT NO. 2

A permanent sidewalk easement in Lot 3, Block 14 of WEST SIDE OF THE CREEK IN THE CITY OF SALEM, MISSOURI more particularly described as follows: Commencing at the Southwest Corner of Lot 3, Block 14 of said WEST SIDE OF THE CREEK IN THE CITY OF SALEM, MISSOURI; thence South 89°32'50" East, 50.96 feet along the North right of way of 4th Street to the southeast corner of a parcel described in Dent County Deed Records at Instrument No. 2012 0491, the true point of beginning of the hereinafter described easement: Thence South 89°26'00" East, 23.63 feet along the aforesaid North right of way of 4th Street to the southwest corner of a parcel described in Dent County Deed Records at Instrument No. 20192321; thence North 1°09'40" East, 5.31 feet along the West line of said Instrument No. 20192321 parcel; thence North 88°46'50" West, 23.63 feet to the East line of the aforesaid Instrument No. 2012 0491 parcel; thence South 1°09'40" West, 5.58 feet along said East line to the true point of beginning.

TO HAVE AND TO HOLD the same with all rights, immunities, privileges, and appurtenances thereto belonging, unto said Grantee, for the purpose of establishing, laying, constructing, maintaining, operating, repairing or removing sidewalks through and across said land herein described forever, including the rights of the Grantee, its agents, servants, employees, or representatives to reasonable ingress and egress over and across the property of the first parties for such purposes. This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon the heirs, legal representatives and assigns.

IN WITNESS WHEREOF, the Grantors have caused these presents to be signed the day and year first written above.

Laura L. Gant
Signature

Laura Gant
Typed or Printed Name and Title

STATE OF Missouri)
COUNTY OF Howell) ss.

On this 20th day of April, 2023 before me personally appeared Laura L. Gant, to me known to be the person described in and who 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 at my office in West Plains, Mo, the day and year above written.

[Signature]
NOTARY PUBLIC

My commission expires:

8, 26, 2023

Rubber stamp seal:

(NOTARY SEAL)



TO HAVE AND TO HOLD the same with all rights, immunities, privileges, and appurtenances thereto belonging, unto said Grantee, for the purpose of establishing, laying, constructing, maintaining, operating, repairing or removing sidewalks through and across said land herein described forever, including the rights of the Grantee, its agents, servants, employees, or representatives to reasonable ingress and egress over and across the property of the first parties for such purposes. This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon the heirs, legal representatives and assigns.

IN WITNESS WHEREOF, the Grantors have caused these presents to be signed the day and year first written above.


Signature


Typed or Printed Name and Title

STATE OF Missouri)
) ss.
COUNTY OF Howell)

On this 20th day of April, 2023, before me personally appeared Robert V. Cooper, to me known to be the person described in and who 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 at my office in West Plains, mo, the day and year above written.


NOTARY PUBLIC

My commission expires:
8,26,2023

Rubber stamp seal:

(NOTARY SEAL)



TO HAVE AND TO HOLD the same with all rights, immunities, privileges, and appurtenances thereto belonging, unto said Grantee, for the purpose of establishing, laying, constructing, maintaining, operating, repairing or removing sidewalks through and across said land herein described forever, including the rights of the Grantee, its agents, servants, employees, or representatives to reasonable ingress and egress over and across the property of the first parties for such purposes. This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon the heirs, legal representatives and assigns.

IN WITNESS WHEREOF, the Grantors have caused these presents to be signed the day and year first written above.

Russell Gant
Signature

Russell Gant
Typed or Printed Name and Title

STATE OF Missouri)
COUNTY OF Howell) ss.

On this 20th day of April, 2023, before me personally appeared Russell Gant, to me known to be the person described in and who 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 at my office in West Plains, Mo, the day and year above written.

[Signature]
NOTARY PUBLIC

My commission expires:
8, 26, 2023

Rubber stamp seal:

(NOTARY SEAL)



EXHIBIT C

DRAFT EASEMENT

EASEMENT COVER SHEET

Project No. TAP-9901 (520)

DISCARD THIS PAGE PRIOR TO RECORDING.

GRANTOR: Dragonfly Wings Foundation

DEED: Instrument No. 20230969

ADDRESS: 2312 E. Briar
Springfield, MO 65804
(from deed of acquisition)

PARCEL: 3

PURPOSE: Permanent Sidewalk Easement

DISCARD THIS PAGE PRIOR TO RECORDING



400 N. Iron Street, Salem, Missouri 65560
(573) 729-4811 Fax (573) 729-5371
www.salem-mo.com

September 19, 2023

Dragonfly Wings Foundation
2312 E. Briar St.
Springfield, MO 65804

Easement for Sidewalk Construction
Project No. TAP-9901 (520)
Parcel No: 3

Property Owner:

The City of Salem is pleased to inform you of sidewalk improvements planned for your area. Engineering drawings which describe the proposed project are available to view on our website at this link: www.salem-mo.com/city/government/city_projects.

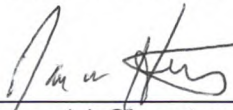
We do want to inform you that you do have the right to receive compensation for the land in question, as determined by an appraisal for the rights taken from your property.

We are hopeful that, because of the benefits to be derived from the project, we can reach an agreement with you to donate approximately **118 square feet** of your land as a **Permanent Sidewalk Easement** and **0.00 square feet** of your land as a **Temporary Construction Easement** and to accomplish the construction. If you choose to donate your land, we would appreciate your signing this letter below, waiving your right to compensation and pro rata tax adjustment and returning it to us.


To comply with regulations, we will also need your signature later, on a formal agreement, or deed. An acquisition brochure is furnished with this letter. Its purpose is to explain the process which must be followed to acquire right of way. We look forward to the continuation of our street improvement program and are grateful for the opportunity to serve you.

Respectfully,
City of Salem

ACCEPTED BY PROPERTY OWNERS

 9/20/2023

Owner(s) Signature and date

 9/20/2023

Provide copy for Owner and retain signed copy for Agency file.

MAYOR
Greg Parker

ALDERMEN

East Ward
Shawn Bolerjack
Kala Sisco

West Ward
Amanda Duncan
Kyle Williams

PARKS AND RECREATION: Melissa DuBois
POLICE DEPARTMENT: Joe Chase



PUBLIC WORKS: Mark Nash
UTILITIES: Jennifer Cochran

CITY ADMINISTRATOR
Sally Burbridge

CITY CLERK
Tammy Koller

CITY ATTORNEY
James Weber

BUILDING INSPECTION: Jarred Brown
FINANCE: Stacey Houston

Document Title: Permanent Sidewalk Easement
Grantor's Name(s): Dragonfly Wings Foundation
Grantee's Name: City of Salem, Missouri

PERMANENT SIDEWALK EASEMENT

THIS INDENTURE, made on the 20th day of September, 2023, by and between **Dragonfly Wings Foundation**, 2312 E. Briar, Springfield, MO 65804, Grantors, and the **City of Salem**, 400 N Iron St, Salem, MO 65560, Grantee:

WITNESSETH: That the said Grantors, in consideration of the sum of ONE DOLLAR AND 00/100 (\$1.00) to them in hand paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents, remise, release, and forever quit claim unto the said Grantee, its successors and assigns a permanent sidewalk easement as follows:

PERMANENT SIDEWALK EASEMENT NO. 3

A permanent sidewalk easement in Lot 3, Block 14 of WEST SIDE OF THE CREEK IN THE CITY OF SALEM, MISSOURI more particularly described as follows: Commencing at the Southwest Corner of Lot 3, Block 14 of said WEST SIDE OF THE CREEK IN THE CITY OF SALEM, MISSOURI; thence South 89°32'50" East, 50.96 feet, and, South 89°26'00" East, 23.63 feet, all along the North right of way of 4th Street to the southeast corner of a parcel described in Dent County Deed Records at Instrument No. 20220401, the true point of beginning of the hereinafter described easement: Thence continuing South 89°26'00" East, 22.75 feet along the aforesaid North right of way of 4th Street to the southwest corner of a parcel described in Dent County Deed Records at Book 229, Page 177; thence North 1°09'40" East, 5.05 feet along the West line of said Book 229, Page 177 parcel; thence North 88°46'50" West, 22.75 feet to the East line of the aforesaid Instrument No. 20220401 parcel; thence South 1°09'40" West, 5.31 feet along said East line to the true point of beginning.

TO HAVE AND TO HOLD the same with all rights, immunities, privileges, and appurtenances thereto belonging, unto said Grantee, for the purpose of establishing, laying, constructing, maintaining, operating, repairing, or removing sidewalks through and across said land herein described forever, including the rights of the Grantee, its agents, servants, employees, or representatives to reasonable ingress and egress over and across the property of the first parties for such purposes. This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon the heirs, legal representatives and assigns.

IN WITNESS WHEREOF, the Grantors have caused these presents to be signed the day and year first written above.

Dragonfly Wings Foundation

Lisa A. Hester
Signature

Lisa A. Hester
Lisa A. Hester, Title Managing Director

Attest:
[Signature]
Signature

Managing Director
James W. Hester, JR.

STATE OF Missouri
COUNTY OF Greene) ss.

On this 20 day of September, 2023, before me personally appeared James + Lisa Hester, to me known to be the person described in and who the foregoing instrument, and acknowledged that they executed the same as the free act and deed of the Over The Edge Enterprises, LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Greene County, the day and year above written.

Michelle R Doss
NOTARY PUBLIC

My commission expires:

July 22, 2027

(NOTARY SEAL)

Rubber stamp seal:



TO HAVE AND TO HOLD the same with all rights, immunities, privileges, and appurtenances thereto belonging, unto said Grantee, for the purpose of establishing, laying, constructing, maintaining, operating, repairing, or removing sidewalks through and across said land herein described forever, including the rights of the Grantee, its agents, servants, employees, or representatives to reasonable ingress and egress over and across the property of the first parties for such purposes. This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon the heirs, legal representatives and assigns.

IN WITNESS WHEREOF, the Grantors have caused these presents to be signed the day and year first written above.

Dragonfly Wings Foundation

[Signature]
Signature

[Signature] Managing Director
James W. Hester, JR., Title

Attest:

[Signature]
Signature

Managing Director
Lisa A. Hester

STATE OF Missouri)
) ss.
COUNTY OF Greene)

On this 20 day of September, 2023, before me personally appeared James & Lisa Hester, to me known to be the person described in and who the foregoing instrument, and acknowledged that they executed the same as the free act and deed of the Over The Edge Enterprises, LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Greene County, the day and year above written.

[Signature]
NOTARY PUBLIC

My commission expires:

July 22, 2027

Rubber stamp seal:

(NOTARY SEAL)



EXHIBIT D

DRAFT EASEMENT

EASEMENT COVER SHEET

Project No. TAP-9901 (520)

DISCARD THIS PAGE PRIOR TO RECORDING.

GRANTOR: Larry and Linda Edwards

DEED: Book 229, Page 177

ADDRESS: P.O. Box 708
Salem, MO 65560

PARCEL: 4

PURPOSE: Permanent Sidewalk Easement

DISCARD THIS PAGE PRIOR TO RECORDING



400 N. Iron Street, Salem, Missouri 65560
(573) 729-4811 Fax (573) 729-5371
www.salem-mo.com

August 31, 2023

Larry and Linda Edwards
P.O. Box 708
Salem, MO 65560

Easement for Sidewalk Construction
Project No. TAP-9901 (520)
Parcel No: 4

Dear Owner:

The City of Salem is pleased to inform you of sidewalk improvements planned for your area. Engineering drawings which describe the proposed project are available to view on our website at this link: www.salem-mo.com/city/government/city_projects.

We do want to inform you that you do have the right to receive compensation for the land in question, as determined by an appraisal for the rights taken from your property.

We are hopeful that, because of the benefits to be derived from the project, we can reach an agreement with you to donate approximately **168 square feet** of your land as a **Permanent Sidewalk Easement** and **0.00 square feet** of your land as a **Temporary Construction Easement** and to accomplish the construction. If you choose to donate your land, we would appreciate your signing this letter below, waiving your right to compensation and pro rata tax adjustment and returning it to us.

To comply with regulations, we will also need your signature later on a formal agreement, or deed. An acquisition brochure is furnished with this letter. Its purpose is to explain the process which must be followed to acquire right of way. We look forward to the continuation of our street improvement program and are grateful for the opportunity to serve you.

Respectfully,
City of Salem

ACCEPTED BY PROPERTY OWNER

Larry W. Edwards 9-5-23
Owner(s) Signature and date

Provide copy for Owner and retain signed copy for Agency file.

MAYOR
Greg Parker

ALDERMEN

East Ward
Shawn Bolerjack
Kala Sisco

West Ward
Amanda Duncan
Kyle Williams

PARKS AND RECREATION: Melissa DuBois
POLICE DEPARTMENT: Joe Chase



PUBLIC WORKS: Mark Nash
UTILITIES: Jennifer Cochran

CITY ADMINISTRATOR

Sally Burbridge

CITY CLERK

Tammy Koller

CITY ATTORNEY

James Weber

BUILDING INSPECTION: Jarred Brown

FINANCE: Stacey Houston

Document Title: Permanent Sidewalk Easement
Grantor's Name(s): Larry and Linda Edwards
Grantee's Name: City of Salem, Missouri

PERMANENT SIDEWALK EASEMENT

THIS INDENTURE, made on the 20th day of June, 2023 by and between **Larry Edwards and Linda Edwards**, husband and wife, P.O. Box 708, Salem, MO 65560, Grantors, and the **City of Salem**, 400 N Iron St, Salem, MO 65560, Grantee:

WITNESSETH: That the said Grantors, in consideration of the sum of ONE DOLLAR AND 00/100 (\$1.00) to them in hand paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents, remise, release, and forever quit claim unto the said Grantee, its successors and assigns a permanent sidewalk easement as follows:

PERMANENT SIDEWALK EASEMENT NO. 4

A permanent sidewalk easement in Lot 3, Block 14 of WEST SIDE OF THE CREEK IN THE CITY OF SALEM, MISSOURI more particularly described as follows: Commencing at the Southwest Corner of Lot 3, Block 14 of said WEST SIDE OF THE CREEK IN THE CITY OF SALEM, MISSOURI; thence South 89°32'50" East, 50.96 feet, and, South 89°26'00" East, 46.38 feet, all along the North right of way of 4th Street to the southeast corner of a parcel described in Dent County Deed Records at Instrument No. 20192321, the true point of beginning of the hereinafter described easement: Thence continuing South 89°26'00" East, 34.66 feet along the aforesaid North right of way of 4th Street to the southeast corner of the aforesaid Lot 3; thence North 1°09'40" East, 4.66 feet along the East line of said Lot 3; thence North 88°46'50" West, 34.66 feet to the East line of the aforesaid Instrument No. 20192321 parcel; thence South 1°09'40" West, 5.05 feet along said East line to the true point of beginning.

TO HAVE AND TO HOLD the same with all rights, immunities, privileges, and appurtenances thereto belonging, unto said Grantee, for the purpose of establishing, laying, constructing, maintaining, operating, repairing, or removing sidewalks through and across said land herein described forever, including the rights of the Grantee, its agents, servants, employees, or representatives to reasonable ingress and egress over and across the property of the first parties for such purposes. This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon the heirs, legal representatives and assigns.

IN WITNESS WHEREOF, the Grantors have caused these presents to be signed the day and year first written above.

Larry W. Edwards
Signature

Larry W. Edwards
Typed or Printed Name and Title

Signature

Typed or Printed Name and Title

STATE OF Mo)
COUNTY OF Dent) ss.

On this 20th day of June, 2023, before me personally appeared Larry and Linda Edwards, to me known to be the person described in and who 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 at my office in Salem, Mo, the day and year above written.

Tammy Jean Koller
NOTARY PUBLIC

My commission expires:
August 28, 2023

Rubber stamp seal:

(NOTARY SEAL)

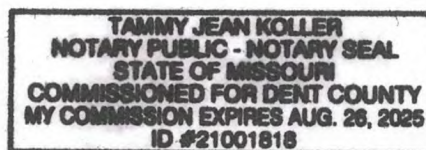


EXHIBIT E

DRAFT EASEMENT

EASEMENT COVER SHEET

Project No. TAP-9901 (520)

DISCARD THIS PAGE PRIOR TO RECORDING.

GRANTOR: 108 Commercial, LLC

DEED: Instrument No. 20211168

ADDRESS: 108 W. 4th Street
Salem, MO 65560
(from deed of acquisition)

PARCEL: 5

PURPOSE: Permanent Sidewalk Easement

DISCARD THIS PAGE PRIOR TO RECORDING



400 N. Iron Street, Salem, Missouri 65560
(573) 729-4811 Fax (573) 729-5371
www.salemmo.com

August 31, 2023

108 Commercial, LLC
108 W. 4th Street
Salem, MO 65560

Easement for Sidewalk Construction
Project No. TAP-9901 (520)
Parcel No: 5

Mr. Cooper:

The City of Salem is pleased to inform you of sidewalk improvements planned for your area. Engineering drawings which describe the proposed project are available to view on our website at this link: www.salemmo.com/city/government/city_projects.

We do want to inform you that you do have the right to receive compensation for the land in question, as determined by an appraisal for the rights taken from your property.

We are hopeful that, because of the benefits to be derived from the project, we can reach an agreement with you to donate approximately **146 square feet** of your land as a **Permanent Sidewalk Easement** and **0.00 square feet** of your land as a **Temporary Construction Easement** and to accomplish the construction. If you choose to donate your land, we would appreciate your signing this letter below, waiving your right to compensation and pro rata tax adjustment and returning it to us.

To comply with regulations, we will also need your signature later, on a formal agreement, or deed. An acquisition brochure is furnished with this letter. Its purpose is to explain the process which must be followed to acquire right of way. We look forward to the continuation of our street improvement program and are grateful for the opportunity to serve you.

Respectfully,
City of Salem

ACCEPTED BY PROPERTY OWNER

 9.1.23

Owner(s) Signature and date

Provide copy for Owner and retain signed copy for Agency file.

MAYOR
Greg Parker

ALDERMEN

East Ward

Shawn Bolerjack
Kala Sisco

West Ward

Amanda Duncan
Kyle Williams

PARKS AND RECREATION: Melissa DuBois
POLICE DEPARTMENT: Joe Chase



PUBLIC WORKS: Mark Nash
UTILITIES: Jennifer Cochran

CITY ADMINISTRATOR
Sally Burbridge

CITY CLERK
Tammy Koller

CITY ATTORNEY
James Weber

BUILDING INSPECTION: Jarred Brown
FINANCE: Stacey Houston

Document Title: Permanent Sidewalk Easement
Grantor's Name(s): 108 Commercial, LLC
Grantee's Name: City of Salem, Missouri

PERMANENT SIDEWALK EASEMENT

THIS INDENTURE, made on the 1 day of September, 20 23, by and between **108 Commercial, LLC**, 108 W. 4th Street, Salem, MO 65560, Grantors, and the **City of Salem**, 400 N Iron St, Salem, MO 65560, Grantee:

WITNESSETH: That the said Grantors, in consideration of the sum of ONE DOLLAR AND 00/100 (\$1.00) to them in hand paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents, remise, release, and forever quit claim unto the said Grantee, its successors and assigns a permanent sidewalk easement as follows:

PERMANENT SIDEWALK EASEMENT NO. 5

A permanent sidewalk easement in Lot 4, Block 14 of WEST SIDE OF THE CREEK IN THE CITY OF SALEM, MISSOURI more particularly described as follows:
Commencing at the Southeast Corner of Lot 4, Block 14 of said WEST SIDE OF THE CREEK IN THE CITY OF SALEM, MISSOURI; thence North 89°26'00" West, 99.50 feet along the North right of way of 4th Street to the southwest corner of a parcel described in Dent County Deed Records at Book 230, Page 743, the true point of beginning of the hereinafter described easement: Thence continuing North 89°26'00" West, 32.50 feet along the aforesaid North right of way of 4th Street to the southwest corner of the aforesaid Lot 4; thence North 1°09'40" East, 4.66 feet along the West line of said Lot 4; thence South 88°46'50" East, 32.50 feet to the West line of the aforesaid Book 230, Page 743 parcel; thence South 1°09'40" West, 4.29 feet along said West line to the true point of beginning.

TO HAVE AND TO HOLD the same with all rights, immunities, privileges, and appurtenances thereto belonging, unto said Grantee, for the purpose of establishing, laying, constructing, maintaining, operating, repairing or removing sidewalks through and across said land herein described forever, including the rights of the Grantee, its agents, servants, employees, or representatives to reasonable ingress and egress over and across the property of the first parties for such purposes. This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon the heirs, legal representatives and assigns.

IN WITNESS WHEREOF, the Grantors have caused these presents to be signed the day and year first written above.

108 Commercial, LLC

C. Matthew Cooper
Signature

C. Matthew Cooper owner
Typed or Printed Name and Title

Attest:

Signature

Typed or Printed Name and Title

STATE OF Missouri)
) ss.
COUNTY OF Dent)

On this day 1 of , 2022, before me personally appeared C. Matthew Cooper, to me known to be the person described in and who the foregoing instrument, and acknowledged that they executed the same as the free act and deed of 108 Commercial, LLC

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Salem Missouri, the day and year above written.

Amanda Duncan
NOTARY PUBLIC

My commission expires:

5-25-2026

(NOTARY SEAL)

Rubber stamp seal:

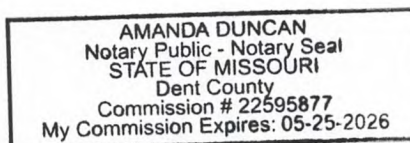


EXHIBIT F

DRAFT EASEMENT

EASEMENT COVER SHEET

Project No. TAP-9901 (520)

DISCARD THIS PAGE PRIOR TO RECORDING.

GRANTOR: Bank of Salem

DEED: Book 163, Page 555 and Book 230, Page 743

ADDRESS: P.O. Box 459
Salem, MO 65560
(from deed of acquisition)

PARCEL: 6

PURPOSE: Permanent Sidewalk Easement

DISCARD THIS PAGE PRIOR TO RECORDING



400 N. Iron Street, Salem, Missouri 65560
(573) 729-4811 Fax (573) 729-5371
www.salem-mo.com

August 31, 2023

Bank of Salem
P.O. Box 459
Salem, MO 65560

Easement for Sidewalk Construction
Project No. TAP-9901 (520)
Parcel No: 6

The Bank of Salem:

The City of Salem is pleased to inform you of sidewalk improvements planned for your area. Engineering drawings which describe the proposed project are available to view on our website at this link: www.salem-mo.com/city/government/city_projects.

We do want to inform you that you do have the right to receive compensation for the land in question, as determined by an appraisal for the rights taken from your property.

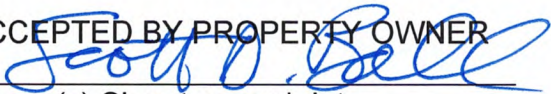
We are hopeful that, because of the benefits to be derived from the project, we can reach an agreement with you to donate approximately **370 square feet** of your land as a **Permanent Sidewalk Easement** and **0.00 square feet** of your land as a **Temporary Construction Easement** and to accomplish the construction. If you choose to donate your land, we would appreciate your signing this letter below, waiving your right to compensation and pro rata tax adjustment and returning it to us.

To comply with regulations, we will also need your signature later, on a formal agreement, or deed. An acquisition brochure is furnished with this letter. Its purpose is to explain the process which must be followed to acquire right of way. We look forward to the continuation of our street improvement program and are grateful for the opportunity to serve you.

Respectfully,
City of Salem

ACCEPTED BY PROPERTY OWNER

Owner(s) Signature and date

 9/13/2023

Provide copy for Owner and retain signed copy for Agency file.

MAYOR
Greg Parker
ALDERMEN
East Ward: Shawn Bolerjack, Kala Sisco
West Ward: Amanda Duncan, Kyle Williams
PARKS AND RECREATION: Melissa DuBois
POLICE DEPARTMENT: Joe Chase


PUBLIC WORKS: Mark Nash
UTILITIES: Jennifer Cochran

CITY ADMINISTRATOR
Sally Burbridge
CITY CLERK
Tammy Koller
CITY ATTORNEY
James Weber
BUILDING INSPECTION: Jarred Brown
FINANCE: Stacey Houston

Document Title: Permanent Sidewalk Easement
Document Date: August 28, 2023
Grantor's Name: Bank of Salem
Grantee's Name: City of Salem
Grantee's Mailing Address: 400 N. Iron St., Salem, MO 65560
Property Legal Description: Hereinafter set forth on this page

PERMANENT SIDEWALK EASEMENT

THIS INDENTURE, made on the 28th day of August, 2023, by and between **Bank of Salem**, a Missouri banking corporation, P.O. Box 459, Salem, MO 65560, Grantor, and **City of Salem**, a Missouri municipal corporation, 400 N. Iron St., Salem, MO 65560, Grantee,

WITNESSETH: that Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it paid by Grantee, the receipt of which is hereby acknowledged, does by these presents, remise, release and forever quit claim unto Grantee, its successors and assigns, a permanent sidewalk easement as follows:

PERMANENT SIDEWALK EASEMENT NO. 6

A permanent sidewalk easement in Lot 4, Block 14, West Side of the Creek, in the City of Salem, Dent County, Missouri, more particularly described as follows: Beginning at the southeast corner of Lot 4, Block 14, West Side of the Creek, in the City of Salem, Missouri; thence North 89 degrees 26 minutes 00 seconds West 99.50 feet, along the north right-of-way of 4th Street, to the southeast corner of a parcel described in Dent County Deed Records as Instrument No. 20211168; thence North 1 degree 09 minutes 40 seconds East 4.29 feet, along the east line of said Instrument No. 20211168 parcel; thence South 88 degrees 46 minutes 50 seconds East 99.50 feet to the west right-of-way of Missouri Highway 19; thence South 1 degree 09 minutes 40 seconds West 3.15 feet, along said west right-of- way, to the point of beginning.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its president, and its corporate seal attested by its secretary to be hereto affixed, on the day and year first above written.

Scott D. Ball, President

STATE OF MISSOURI)
) ss.
COUNTY OF DENT)

On this 28th day of August, 2023, before me appeared Scott D. Ball, to me personally known, who, being by me duly sworn did say that he is president of Bank of Salem, a Missouri banking corporation, 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 Scott D. Ball acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal.

MYRENDA TERRY
Notary Public - Notary Seal
STATE OF MISSOURI
Commissioned for Dent County
My Commission Expires: December 04, 2026
ID #22094250

Miyenda Teung
Notary Public

EXHIBIT G

DRAFT EASEMENT

EASEMENT COVER SHEET

Project No. TAP-9901 (520)

DISCARD THIS PAGE PRIOR TO RECORDING.

GRANTOR: Salem Lodge No. 225

DEED: Book 64, Page 435

ADDRESS: P.O. Box 486
Salem, MO 65560
(from deed of acquisition)

PARCEL: 7

PURPOSE: Permanent Sidewalk Easement

DISCARD THIS PAGE PRIOR TO RECORDING



400 N. Iron Street, Salem, Missouri 65560
(573) 729-4811 Fax (573) 729-5371
www.salem-mo.com

September 20, 2023

Salem Lodge No. 225
P.O. Box 486
Salem, MO 65560

Easement for Sidewalk Construction
Project No. TAP-9901 (520)
Parcel No: 7

Dear Owner:

The City of Salem is pleased to inform you of sidewalk improvements planned for your area. Engineering drawings which describe the proposed project are available to view on our website at this link: www.salem-mo.com/city/government/city_projects.

We do want to inform you that you do have the right to receive compensation for the land in question, as determined by an appraisal for the rights taken from your property.

We are hopeful that, because of the benefits to be derived from the project, we can reach an agreement with you to donate approximately **213 square feet** of your land as a **Permanent Sidewalk Easement** and **0.00 square feet** of your land as a **Temporary Construction Easement** and to accomplish the construction. If you choose to donate your land, we would appreciate your signing this letter below, waiving your right to compensation and pro rata tax adjustment and returning it to us.

To comply with regulations, we will also need your signature later on a formal agreement, or deed. An acquisition brochure is furnished with this letter. Its purpose is to explain the process which must be followed to acquire right of way. We look forward to the continuation of our street improvement program and are grateful for the opportunity to serve you.

Respectfully,
City of Salem

ACCEPTED BY PROPERTY OWNER

Richard L. Bolerjack *WM*
Owner(s) Signature and date

9-22-23

Provide copy for Owner and retain signed copy for Agency file.

MAYOR
Greg Parker

ALDERMEN

East Ward
Shawn Bolerjack
Kala Sisco

West Ward
Amanda Duncan
Kyle Williams

PARKS AND RECREATION: Melissa DuBois
POLICE DEPARTMENT: Joe Chase



PUBLIC WORKS: Mark Nash
UTILITIES: Jennifer Cochran

CITY ADMINISTRATOR
Sally Burbridge

CITY CLERK
Tammy Koller

CITY ATTORNEY
James Weber

BUILDING INSPECTION: Jarred Brown
FINANCE: Stacey Houston

Document Title: Permanent Sidewalk Easement
Grantor's Name(s): Salem Lodge No. 225
Grantee's Name: City of Salem, Missouri

PERMANENT SIDEWALK EASEMENT

THIS INDENTURE, made on the 10th day of March, 2023, by and between **Salem Lodge No. 225**, P.O. Box 486, Salem, MO 65560, Grantors, and the **City of Salem**, 400 N Iron St, Salem, MO 65560, Grantee:

WITNESSETH: That the said Grantors, in consideration of the sum of ONE DOLLAR AND 00/100 (\$1.00) to them in hand paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents, remise, release, and forever quit claim unto the said Grantee, its successors and assigns a permanent sidewalk easement as follows:

PERMANENT SIDEWALK EASEMENT NO. 7

A permanent sidewalk easement in Lot 2, Block 15 of WEST SIDE OF THE CREEK IN THE CITY OF SALEM, MISSOURI more particularly described as follows: Beginning at the Northwest Corner of Lot 2, Block 15 of said WEST SIDE OF THE CREEK IN THE CITY OF SALEM, MISSOURI; thence South 89°26'30" East, 37.00 feet along the South right of way of 4th Street to the northwest corner of a parcel described in Dent County Deed Records at Instrument No. 20190008; thence South 0°34'30" West, 5.74 feet along the West line of said Instrument No. 20190008 parcel; thence North 89°27'30" West, 37.00 feet to the East right of way of Washington Street; thence North 0°34'30" East, 5.76 feet along said East right of way to the point of beginning.

TO HAVE AND TO HOLD the same with all rights, immunities, privileges, and appurtenances thereto belonging, unto said Grantee, for the purpose of establishing, laying, constructing, maintaining, operating, repairing or removing sidewalks through and across said land herein described forever, including the rights of the Grantee, its agents, servants, employees, or representatives to reasonable ingress and egress over and across the property of the first parties for such purposes. This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon the heirs, legal representatives and assigns.

IN WITNESS WHEREOF, the Grantors have caused these presents to be signed the day and year first written above.

Salem Lodge No. 225

George E. Fleetwood
Signature

George E. Fleetwood
Typed or Printed Name and Title

Attest:

Tammy Koller
Signature

Tammy Koller City Clerk
Typed or Printed Name and Title

STATE OF Mo)
COUNTY OF Dent) ss.

On this 6th day of March, 2023, before me personally appeared George Fleetwood to me known to be the person described in and who the foregoing instrument, and acknowledged that they executed the same as the free act and deed of the Salem Lodge No. 225.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Salem, Missouri, the day and year above written.

Tammy Jean Koller
NOTARY PUBLIC

My commission expires:
August 26, 2025

Rubber stamp seal:

(NOTARY SEAL)

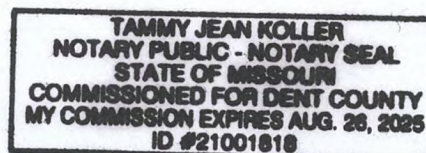


EXHIBIT H

DRAFT EASEMENT

EASEMENT COVER SHEET

Project No. TAP-9901 (520)

DISCARD THIS PAGE PRIOR TO RECORDING.

GRANTOR: Wisdom Drug LLC

DEED: Instrument No. 20190008

ADDRESS: 117 W. 4th Street
Salem, MO 65560
(from deed of acquisition)

PARCEL: 8

PURPOSE: Permanent Sidewalk Easement

DISCARD THIS PAGE PRIOR TO RECORDING



400 N. Iron Street, Salem, Missouri 65560
(573) 729-4811 Fax (573) 729-5371
www.salemmo.com

August 31, 2023

Wisdom Drug LLC
117 W. 4th Street
Salem, MO 65560

Easement for Sidewalk Construction
Project No. TAP-9901 (520)
Parcel No: 8

Dear Owner:

The City of Salem is pleased to inform you of sidewalk improvements planned for your area. Engineering drawings which describe the proposed project are available to view on our website at this link: www.salemmo.com/city/government/city_projects.

We do want to inform you that you do have the right to receive compensation for the land in question, as determined by an appraisal for the rights taken from your property.

We are hopeful that, because of the benefits to be derived from the project, we can reach an agreement with you to donate approximately **407 square feet** of your land as a **Permanent Sidewalk Easement** and **0.00 square feet** of your land as a **Temporary Construction Easement** and to accomplish the construction. If you choose to donate your land, we would appreciate your signing this letter below, waiving your right to compensation and pro rata tax adjustment and returning it to us.

To comply with regulations, we will also need your signature later on a formal agreement, or deed. An acquisition brochure is furnished with this letter. Its purpose is to explain the process which must be followed to acquire right of way. We look forward to the continuation of our street improvement program and are grateful for the opportunity to serve you.

Respectfully,
City of Salem

ACCEPTED BY PROPERTY OWNER

9-21-23

Owner(s) Signature and date

Provide copy for Owner and retain signed copy for Agency file.

MAYOR
Greg Parker

ALDERMEN

East Ward
Shawn Bolerjack
Kala Sisco

West Ward
Amanda Duncan
Kyle Williams

PARKS AND RECREATION: Melissa DuBois
POLICE DEPARTMENT: Joe Chase



PUBLIC WORKS: Mark Nash
UTILITIES: Jennifer Cochran

CITY ADMINISTRATOR
Sally Burbridge

CITY CLERK
Tammy Koller

CITY ATTORNEY
James Weber

BUILDING INSPECTION: Jarred Brown
FINANCE: Stacey Houston

Document Title: Permanent Sidewalk Easement
Grantor's Name(s): Wisdom Drug LLC
Grantee's Name: City of Salem, Missouri

PERMANENT SIDEWALK EASEMENT

THIS INDENTURE, made on the 30th day of June, 2023, by and between **Wisdom Drug LLC**, 117 W. 4th Street, Salem, MO 65560, Grantors, and the **City of Salem**, 400 N Iron St, Salem, MO 65560, Grantee:

WITNESSETH: That the said Grantors, in consideration of the sum of ONE DOLLAR AND 00/100 (\$1.00) to them in hand paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents, remise, release, and forever quit claim unto the said Grantee, its successors and assigns a permanent sidewalk easement as follows:

PERMANENT SIDEWALK EASEMENT NO. 8

A permanent sidewalk easement in Lot 2, Block 15 of WEST SIDE OF THE CREEK IN THE CITY OF SALEM, MISSOURI more particularly described as follows: Commencing at the Northwest Corner of Lot 2, Block 15 of said WEST SIDE OF THE CREEK IN THE CITY OF SALEM, MISSOURI; thence South 89°26'30" East, 37.00 feet along the South right of way of 4th Street to the northeast corner of a parcel described in Dent County Deed Records at Book 95, Page 236, the true point of beginning of the hereinafter described easement: Thence continuing South 89°26'30" East, 71.00 feet along the aforesaid South right of way of 4th Street to the northwest corner of a parcel described in Dent County Deed Records at Instrument No. 2008-1028; thence South 0°34'30" West, 5.72 feet along the West line of said Instrument No. 2008-1028 parcel; thence North 89°27'30" West, 71.00 feet to the East line of the aforesaid Book 95, Page 236 parcel; thence North 0°34'30" East, 5.74 feet along said East line to the true point of beginning.

TO HAVE AND TO HOLD the same with all rights, immunities, privileges, and appurtenances thereto belonging, unto said Grantee, for the purpose of establishing, laying, constructing, maintaining, operating, repairing or removing sidewalks through and across said land herein described forever, including the rights of the Grantee, its agents, servants, employees, or representatives to reasonable ingress and egress over and across the property of the first parties for such purposes. This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon the heirs, legal representatives and assigns.

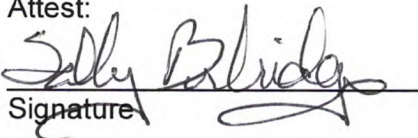
IN WITNESS WHEREOF, the Grantors have caused these presents to be signed the day and year first written above.

Wisdom Drug LLC


Signature

Teel Wisdom - owner
Typed or Printed Name and Title

Attest:

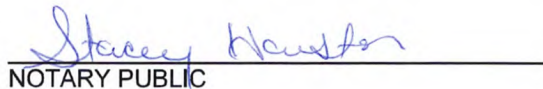

Signature

Sally Barbridge, City Administrator
Typed or Printed Name and Title

STATE OF MO)
) ss.
COUNTY OF Dent)

On this 30 day of June, 2023, before me personally appeared Teel Wisdom, to me known to be the person described in and who the foregoing instrument, and acknowledged that they executed the same as the free act and deed of the Wisdom Drug LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Salem, MO, the day and year above written.


NOTARY PUBLIC

My commission expires:

7-18-2024

(NOTARY SEAL)

Rubber stamp seal:



EXHIBIT I

DRAFT EASEMENT

EASEMENT COVER SHEET

Project No. TAP-9901 (520)

DISCARD THIS PAGE PRIOR TO RECORDING.

GRANTOR: New Hope Haven Farm Trust

DEED: Instrument No. 2008-1028

ADDRESS: 115 W. 4th Street
Salem, MO 65560
(from deed of acquisition)

PARCEL: 9

PURPOSE: Permanent Sidewalk Easement

DISCARD THIS PAGE PRIOR TO RECORDING



400 N. Iron Street, Salem, Missouri 65560
(573) 729-4811 Fax (573) 729-5371
www.salemmo.com

August 31, 2023

New Hope Haven Farm Trust
115 W. 14th Street
Salem, MO 65560

Easement for Sidewalk Construction
Project No. TAP-9901 (520)
Parcel No: 9

Dear Owner:

The City of Salem is pleased to inform you of sidewalk improvements planned for your area. Engineering drawings which describe the proposed project are available to view on our website at this link: www.salemmo.com/city/government/city_projects.

We do want to inform you that you do have the right to receive compensation for the land in question, as determined by an appraisal for the rights taken from your property.

We are hopeful that, because of the benefits to be derived from the project, we can reach an agreement with you to donate approximately **137 square feet** of your land as a **Permanent Sidewalk Easement** and **0.00 square feet** of your land as a **Temporary Construction Easement** and to accomplish the construction. If you choose to donate your land, we would appreciate your signing this letter below, waiving your right to compensation and pro rata tax adjustment and returning it to us.

To comply with regulations, we will also need your signature later on a formal agreement, or deed. An acquisition brochure is furnished with this letter. Its purpose is to explain the process which must be followed to acquire right of way. We look forward to the continuation of our street improvement program and are grateful for the opportunity to serve you.

Respectfully,
City of Salem

ACCEPTED BY PROPERTY OWNER

Owner(s) Signature and date

Provide copy for Owner and retain signed copy for Agency file.

MAYOR
Greg Parker
ALDERMEN
East Ward
Shawn Bolerjack
Kala Sisco
West Ward
Amanda Duncan
Kyle Williams

PARKS AND RECREATION: Melissa DuBois
POLICE DEPARTMENT: Joe Chase



PUBLIC WORKS: Mark Nash
UTILITIES: Jennifer Cochran

CITY ADMINISTRATOR
Sally Burbridge
CITY CLERK
Tammy Koller
CITY ATTORNEY
James Weber

BUILDING INSPECTION: Jarred Brown
FINANCE: Stacey Houston

Document Title: Permanent Sidewalk Easement
Grantor's Name(s): New Hope Haven Farm Trust
Grantee's Name: City of Salem, Missouri

PERMANENT SIDEWALK EASEMENT

THIS INDENTURE, made on the 19th day of September, 2023 by and between Glenn A. Hall and Mary M. Hall, Husband and Wife and Trustees of the **New Hope Haven Farm Trust**, 115 W. 4th Street, Salem, MO 65560, Grantors, and the **City of Salem**, 400 N Iron St, Salem, MO 65560, Grantee:

WITNESSETH: That the said Grantors, in consideration of the sum of ONE DOLLAR AND 00/100 (\$1.00) to them in hand paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents, remise, release, and forever quit claim unto the said Grantee, its successors and assigns a permanent sidewalk easement as follows:

PERMANENT SIDEWALK EASEMENT NO. 9

A permanent sidewalk easement in Lot 2, Block 15 of WEST SIDE OF THE CREEK IN THE CITY OF SALEM, MISSOURI more particularly described as follows: Commencing at the Northwest Corner of Lot 2, Block 15 of said WEST SIDE OF THE CREEK IN THE CITY OF SALEM, MISSOURI; thence South 89°26'30" East, 108.00 feet along the South right of way of 4th Street to the northeast corner of a parcel described in Dent County Deed Records at Instrument No. 20190008, the true point of beginning of the hereinafter described easement: Thence continuing South 89°26'30" East, 24.00 feet along the aforesaid South right of way of 4th Street to the northeast corner of the aforesaid Lot 2; thence South 0°34'30" West, 5.72 feet along the East line of said Lot 2; thence North 89°27'30" West, 24.00 feet to the East line of the aforesaid Instrument No. 20190008 parcel; thence North 0°34'30" East, 5.72 feet along said East line to the true point of beginning.

TO HAVE AND TO HOLD the same with all rights, immunities, privileges, and appurtenances thereto belonging, unto said Grantee, for the purpose of establishing, laying, constructing, maintaining, operating, repairing or removing sidewalks through and across said land herein described forever, including the rights of the Grantee, its agents, servants, employees, or representatives to reasonable ingress and egress over and across the property of the first parties for such purposes. This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon the heirs, legal representatives and assigns.

IN WITNESS WHEREOF, the Grantors have caused these presents to be signed the day and year first written above.

New Hope Haven Farm Trust

Mary M. Hall
Trustee Signature

Mary M. Hall, Trustee
Typed or Printed Name and Title

Attest:

SA Hall
Signature

Glenn A. Hall, Trustee
Typed or Printed Name and Title

STATE OF Mo)
) ss.
COUNTY OF Dent)

On this 19th day of September, 2023, before me personally appeared Mary M. Hall, to me known to be the person described in and who the foregoing instrument, and acknowledged that they executed the same as the free act and deed of the New Hope Haven Farm Trust.

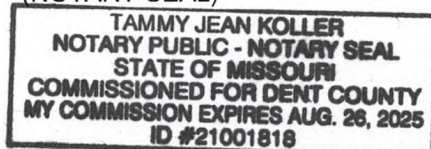
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Dent County, the day and year above written.

Tammy Jean Koller
NOTARY PUBLIC

My commission expires:
August 26, 2025

Rubber stamp seal:

(NOTARY SEAL)



TO HAVE AND TO HOLD the same with all rights, immunities, privileges, and appurtenances thereto belonging, unto said Grantee, for the purpose of establishing, laying, constructing, maintaining, operating, repairing or removing sidewalks through and across said land herein described forever, including the rights of the Grantee, its agents, servants, employees, or representatives to reasonable ingress and egress over and across the property of the first parties for such purposes. This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon the heirs, legal representatives and assigns.

IN WITNESS WHEREOF, the Grantors have caused these presents to be signed the day and year first written above.

New Hope Haven Farm Trust

GA Hall
Trustee Signature

Glenn A. Hall, Trustee
Typed or Printed Name and Title

Attest:

Mary Hall
Signature

Mary M. Hall, Trustee
Typed or Printed Name and Title

STATE OF Mo)
) ss.
COUNTY OF Dent)

On this 19th day of September, 2023, before me personally appeared Glenn A. Hall, to me known to be the person described in and who the foregoing instrument, and acknowledged that they executed the same as the free act and deed of the New Hope Haven Farm Trust.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Dent County, the day and year above written.

Tammy Jean Koller
NOTARY PUBLIC

My commission expires:
August 26, 2025

Rubber stamp seal:

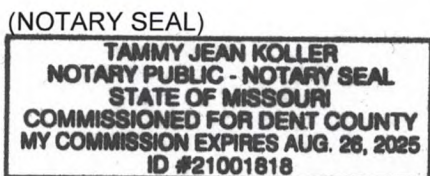


EXHIBIT J

DRAFT EASEMENT

EASEMENT COVER SHEET

Project No. TAP-9901 (520)

DISCARD THIS PAGE PRIOR TO RECORDING.

GRANTOR: Steve and Jill Wheeler

DEED: Instrument No. 20210256

ADDRESS: 10400 Bennish Lane
Rolla, MO 65401

PARCEL: 10

PURPOSE: Permanent Sidewalk Easement

DISCARD THIS PAGE PRIOR TO RECORDING



400 N. Iron Street, Salem, Missouri 65560
(573) 729-4811 Fax (573) 729-5371
www.salemmo.com

September 21, 2023

Steve and Jill Wheeler
10400 Bennish Lane
Rolla, MO 65401

Easement for Sidewalk Construction
Project No. TAP-9901 (520)
Parcel No: 10

Dear Owner:

The City of Salem is pleased to inform you of sidewalk improvements planned for your area. Engineering drawings which describe the proposed project are available to view on our website at this link: www.salemmo.com/city/government/city_projects.

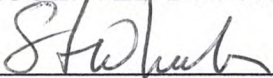
We do want to inform you that you do have the right to receive compensation for the land in question, as determined by an appraisal for the rights taken from your property.

We are hopeful that, because of the benefits to be derived from the project, we can reach an agreement with you to donate approximately **149 square feet** of your land as a **Permanent Sidewalk Easement** and **0.00 square feet** of your land as a **Temporary Construction Easement** and to accomplish the construction. If you choose to donate your land, we would appreciate your signing this letter below, waiving your right to compensation and pro rata tax adjustment and returning it to us.

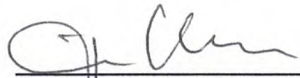
To comply with regulations, we will also need your signature later on a formal agreement, or deed. An acquisition brochure is furnished with this letter. Its purpose is to explain the process which must be followed to acquire right of way. We look forward to the continuation of our street improvement program and are grateful for the opportunity to serve you.

Respectfully,
City of Salem

ACCEPTED BY PROPERTY OWNERS

 9/22/23

Owner(s) Signature and date

 9/22/23



er
EN
West Ward
manda Duncan
yle Williams

PARKS AND RECREATION: Melissa DuBois
POLICE DEPARTMENT: Joe Chase



PUBLIC WORKS: Mark Nash
UTILITIES: Jennifer Cochran

CITY ADMINISTRATOR
Sally Burbridge
CITY CLERK
Tammy Koller
CITY ATTORNEY
James Weber

BUILDING INSPECTION: Jarred Brown
FINANCE: Stacey Houston

Document Title: Permanent Sidewalk Easement
Grantor's Name(s): Steve and Jill Wheeler
Grantee's Name: City of Salem, Missouri

PERMANENT SIDEWALK EASEMENT

THIS INDENTURE, made on the 12 day of July, 2023 by and between **Steve and Jill Wheeler**, husband and wife, 10400 Bennish Lane, Rolla, MO 65401, Grantors, and the **City of Salem**, 400 N Iron St, Salem, MO 65560, Grantee:

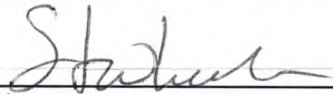
WITNESSETH: That the said Grantors, in consideration of the sum of ONE DOLLAR AND 00/100 (\$1.00) to them in hand paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents, remise, release, and forever quit claim unto the said Grantee, its successors and assigns a permanent sidewalk easement as follows:

PERMANENT SIDEWALK EASEMENT NO. 10

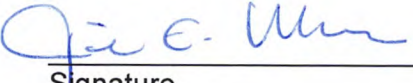
A permanent sidewalk easement in Lot 1, Block 15 of WEST SIDE OF THE CREEK IN THE CITY OF SALEM, MISSOURI more particularly described as follows: Commencing at the Northeast Corner of Lot 1, Block 15 of said WEST SIDE OF THE CREEK IN THE CITY OF SALEM, MISSOURI; thence North 89°26'30" West, 106.00 feet along the South right of way of 4th Street to the northeast corner of a parcel described in Dent County Deed Records at Instrument No. 20210256, the true point of beginning of the hereinafter described easement: Thence continuing North 89°26'30" West, 26.00 feet along the aforesaid South right of way of 4th Street to the northwest corner of the aforesaid Lot 1; thence South 0°34'30" West, 5.72 feet along the West line of said Lot 1; thence South 89°27'30" East, 26.00 feet to the East line of the aforesaid Instrument No. 20210256 parcel; thence North 0°34'30" East, 5.71 feet along said East line to the true point of beginning.

TO HAVE AND TO HOLD the same with all rights, immunities, privileges, and appurtenances thereto belonging, unto said Grantee, for the purpose of establishing, laying, constructing, maintaining, operating, repairing, or removing sidewalks through and across said land herein described forever, including the rights of the Grantee, its agents, servants, employees, or representatives to reasonable ingress and egress over and across the property of the first parties for such purposes. This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon the heirs, legal representatives and assigns.

IN WITNESS WHEREOF, the Grantors have caused these presents to be signed the day and year first written above.


Signature

Steve Wheeler
Typed or Printed Name and Title

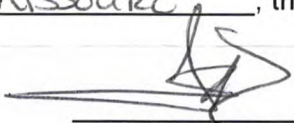

Signature

Jill E Wheeler
Typed or Printed Name and Title

STATE OF MO)
COUNTY OF Phelps) ss.

On this 12th day of July, 2023, before me personally appeared Steve and Jill Wheeler, to me known to be the person described in and who 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 at my office in Rolla, Missouri, the day and year above written.


NOTARY PUBLIC

My commission expires:

8/9/26

(NOTARY SEAL)

Rubber stamp seal:

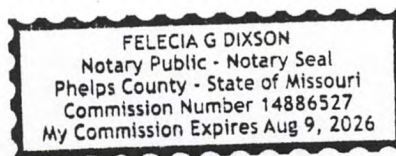


EXHIBIT K

DRAFT EASEMENT

EASEMENT COVER SHEET

Project No. TAP-9901 (520)

DISCARD THIS PAGE PRIOR TO RECORDING.

GRANTOR: Nanci R. Wisdom

DEED: Instrument No's. 1997-2588, 2002-0328, 2005-1790 & 2005-1791

ADDRESS: P.O. Box 983
Salem, MO 65560

PARCEL: 11

PURPOSE: Permanent Sidewalk Easement

DISCARD THIS PAGE PRIOR TO RECORDING



400 N. Iron Street, Salem, Missouri 65560
(573) 729-4811 Fax (573) 729-5371
www.salemmo.com

August 31, 2023

Nanci R. Wisdom
P.O. Box 983
Salem, MO 65560

Easement for Sidewalk Construction
Project No. TAP-9901 (520)
Parcel No: 11

Dear Owner:

The City of Salem is pleased to inform you of sidewalk improvements planned for your area. Engineering drawings which describe the proposed project are available to view on our website at this link: www.salemmo.com/city/government/city_projects.

We do want to inform you that you do have the right to receive compensation for the land in question, as determined by an appraisal for the rights taken from your property.

We are hopeful that, because of the benefits to be derived from the project, we can reach an agreement with you to donate approximately **433 square feet** of your land as a **Permanent Sidewalk Easement** and **0.00 square feet** of your land as a **Temporary Construction Easement** and to accomplish the construction. If you choose to donate your land, we would appreciate your signing this letter below, waiving your right to compensation and pro rata tax adjustment and returning it to us.

To comply with regulations, we will also need your signature later on a formal agreement, or deed. An acquisition brochure is furnished with this letter. Its purpose is to explain the process which must be followed to acquire right of way. We look forward to the continuation of our street improvement program and are grateful for the opportunity to serve you.

Respectfully,
City of Salem

ACCEPTED BY PROPERTY OWNER

 09-14-2023

Owner(s) Signature and date

Provide copy for Owner and retain signed copy for Agency file.

MAYOR
Greg Parker

ALDERMEN

East Ward
Shawn Bolerjack
Kala Sisco

West Ward
Amanda Duncan
Kyle Williams

PARKS AND RECREATION: Melissa DuBois
POLICE DEPARTMENT: Joe Chase



PUBLIC WORKS: Mark Nash
UTILITIES: Jennifer Cochran

CITY ADMINISTRATOR
Sally Burbridge
CITY CLERK
Tammy Koller
CITY ATTORNEY
James Weber

BUILDING INSPECTION: Jarred Brown
FINANCE: Stacey Houston

Document Title: Permanent Sidewalk Easement
Grantor's Name(s): Nanci R. Wisdom, *a single person*
Grantee's Name: City of Salem, Missouri

a single person **PERMANENT SIDEWALK EASEMENT**

THIS INDENTURE, made on the 28th day of August, 2023, by and between **Nanci R. Wisdom**, P.O. Box 983, Salem, MO 65560, Grantors, and the **City of Salem**, 400 N Iron St, Salem, MO 65560, Grantee:

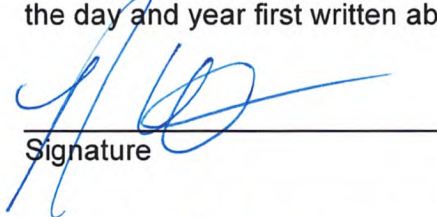
WITNESSETH: That the said Grantors, in consideration of the sum of ONE DOLLAR AND 00/100 (\$1.00) to them in hand paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents, remise, release, and forever quit claim unto the said Grantee, its successors and assigns a permanent sidewalk easement as follows:

PERMANENT SIDEWALK EASEMENT NO. 11

A permanent sidewalk easement in Lot 1, Block 15 of WEST SIDE OF THE CREEK IN THE CITY OF SALEM, MISSOURI more particularly described as follows: Commencing at the Northeast Corner of Lot 1, Block 15 of said WEST SIDE OF THE CREEK IN THE CITY OF SALEM, MISSOURI; thence North 89°26'30" West, 30.00 feet along the South right of way of 4th Street to the northwest corner of a parcel described in Dent County Deed Records at Book 30, Page 170, the true point of beginning of the hereinafter described easement: Thence continuing North 89°26'30" West, 76.00 feet along the aforesaid South right of way of 4th Street to the northeast corner of a parcel described in Dent County Deed Records at Instrument No. 20210256; thence South 0°34'30" West, 5.71 feet along the East line of said Instrument No. 20210256 parcel; thence South 89°27'30" East, 76.00 feet to the West line of the aforesaid Book 30, Page 170 parcel; thence North 0°34'30" East, 5.69 feet along said West line to the true point of beginning.

TO HAVE AND TO HOLD the same with all rights, immunities, privileges, and appurtenances thereto belonging, unto said Grantee, for the purpose of establishing, laying, constructing, maintaining, operating, repairing, or removing sidewalks through and across said land herein described forever, including the rights of the Grantee, its agents, servants, employees, or representatives to reasonable ingress and egress over and across the property of the first parties for such purposes. This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon the heirs, legal representatives and assigns.

IN WITNESS WHEREOF, the Grantors have caused these presents to be signed the day and year first written above.


Signature

Nanci R. Wisdom, owner
Typed or Printed Name and Title

STATE OF Missouri)
) ss.
COUNTY OF Dent)

On this 28 day of August, 2023, before me personally appeared Nanci R. Wisdom, to me known to be the person described in and who 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 at my office in Salem, Mo, the day and year above written.

Tammy Jean Koller
NOTARY PUBLIC

My commission expires:
August 26, 2025

Rubber stamp seal:

(NOTARY SEAL)

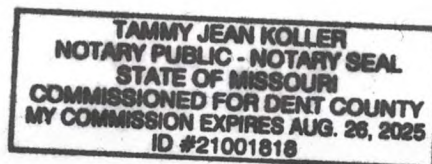


EXHIBIT L

DRAFT EASEMENT

EASEMENT COVER SHEET

Project No. TAP-9901 (520)

DISCARD THIS PAGE PRIOR TO RECORDING.

GRANTOR: Salem Lodge No. 118 I.O.O.F.

DEED: Book 30, Page 170

ADDRESS: P.O. Box 148
Salem, MO 65560
(from deed of acquisition)

PARCEL: 12

PURPOSE: Permanent Sidewalk Easement

DISCARD THIS PAGE PRIOR TO RECORDING



400 N. Iron Street, Salem, Missouri 65560
(573) 729-4811 Fax (573) 729-5371
www.salemmo.com

August 31, 2023

Salem Lodge No. 225
P.O. Box 486
Salem, MO 65560

Easement for Sidewalk Construction
Project No. TAP-9901 (520)
Parcel No: 7

Dear Owner:

The City of Salem is pleased to inform you of sidewalk improvements planned for your area. Engineering drawings which describe the proposed project are available to view on our website at this link: www.salemmo.com/city/government/city_projects.

We do want to inform you that you do have the right to receive compensation for the land in question, as determined by an appraisal for the rights taken from your property.

We are hopeful that, because of the benefits to be derived from the project, we can reach an agreement with you to donate approximately **213 square feet** of your land as a **Permanent Sidewalk Easement** and **0.00 square feet** of your land as a **Temporary Construction Easement** and to accomplish the construction. If you choose to donate your land, we would appreciate your signing this letter below, waiving your right to compensation and pro rata tax adjustment and returning it to us.

To comply with regulations, we will also need your signature later on a formal agreement, or deed. An acquisition brochure is furnished with this letter. Its purpose is to explain the process which must be followed to acquire right of way. We look forward to the continuation of our street improvement program and are grateful for the opportunity to serve you.

Respectfully,
City of Salem

ACCEPTED BY PROPERTY OWNER

Michael Parker
Owner(s) Signature and date

9/7/2023

Provide copy for Owner and retain signed copy for Agency file.

MAYOR

Greg Parker

ALDERMEN

East Ward

Shawn Bolerjack

Kala Sisco

West Ward

Amanda Duncan

Kyle Williams

PARKS AND RECREATION: Melissa DuBois

POLICE DEPARTMENT: Joe Chase



PUBLIC WORKS: Mark Nash

UTILITIES: Jennifer Cochran

CITY ADMINISTRATOR

Sally Burbridge

CITY CLERK

Tammy Koller

CITY ATTORNEY

James Weber

BUILDING INSPECTION: Jarred Brown

FINANCE: Stacey Houston



Recording Date/Time: 05/12/2023 at 04:10:13 PM

Instr #: 20230910

Type: EASE

Pages: 2

Fee: \$27.00 S 20230000764

Cindy Edwards Ard
Recorder of Deeds

Document Title: Permanent Sidewalk Easement
Grantor's Name(s): Salem Lodge No. 118 I.O.O.F.
Grantee's Name: City of Salem, Missouri

PERMANENT SIDEWALK EASEMENT

THIS INDENTURE, made on the 13th day of January, 2023, by and between **Salem Lodge No. 118 I.O.O.F.**, P.O. Box 148, Salem, MO 65560, Grantors, and the **City of Salem**, 400 N Iron St, Salem, MO 65560, Grantee:

WITNESSETH: That the said Grantors, in consideration of the sum of ONE DOLLAR AND 00/100 (\$1.00) to them in hand paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents, remise, release, and forever quit claim unto the said Grantee, its successors and assigns a permanent sidewalk easement as follows:

PERMANENT SIDEWALK EASEMENT NO. 12

A permanent sidewalk easement in Lot 1, Block 15 of WEST SIDE OF THE CREEK IN THE CITY OF SALEM, MISSOURI more particularly described as follows: Beginning at the Northeast Corner of Lot 1, Block 15 of said WEST SIDE OF THE CREEK IN THE CITY OF SALEM, MISSOURI; thence North 89°26'30" West, 30.00 feet along the South right of way of 4th Street to the northwest corner of a parcel described in Dent County Deed Records at Book 30, Page 170; thence South 0°34'30" West, 5.69 feet along the West line of said Book 30, Page 170 parcel; thence South 89°27'30" East, 30.00 feet to the West right of way of Missouri Highway 68; thence North 0°34'30" East, 5.68 feet along said West right of way to the point of beginning.

TO HAVE AND TO HOLD the same with all rights, immunities, privileges, and appurtenances thereto belonging, unto said Grantee, for the purpose of establishing, laying, constructing, maintaining, operating, repairing, or removing sidewalks through and across said land herein described forever, including the rights of the Grantee, its agents, servants, employees, or representatives to reasonable ingress and egress over and across the property of the first parties for such purposes. This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon the heirs, legal representatives and assigns.

IN WITNESS WHEREOF, the Grantors have caused these presents to be signed the day and year first written above.

Salem Lodge No. 118 I.O.O.F.

Michael Parsons
Signature

Michael Parsons Noble Grand
Typed or Printed Name and Title

Attest:

Signature

Typed or Printed Name and Title

STATE OF Missouri)
) ss.
COUNTY OF Dent)

On this 13th day of January, 2023, before me personally appeared Michael Parsons, to me known to be the person described in and who the foregoing instrument, and acknowledged that they executed the same as the free act and deed of the Salem Lodge No. 118 I.O.O.F..

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Salem, Mo, the day and year above written.

Carrie L Patton
NOTARY PUBLIC

My commission expires: 7-28-2023 Rubber stamp seal:

(NOTARY SEAL)

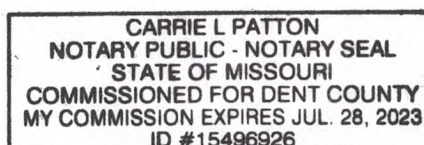


EXHIBIT M

DRAFT EASEMENT

EASEMENT COVER SHEET

Project No. TAP-9901 (520)

DISCARD THIS PAGE PRIOR TO RECORDING.

GRANTOR: Patsy Tackett

DEED: Instrument No. 2007-3266

ADDRESS: 103 E. 4th Street
Salem, MO 65560

PARCEL: 14

PURPOSE: Permanent Sidewalk Easement

DISCARD THIS PAGE PRIOR TO RECORDING



400 N. Iron Street, Salem, Missouri 65560
(573) 729-4811 Fax (573) 729-5371
www.salem-mo.com

September 22, 2023

Patsy Tackett
103 E. 4th Street
Salem, MO 65560

Easement for Sidewalk Construction
Project No. TAP-9901 (520)
Parcel No: 14

Property Owner:

The City of Salem is pleased to inform you of sidewalk improvements planned for your area. Engineering drawings which describe the proposed project are available to view on our website at this link: www.salem-mo.com/city/government/city_projects.


We do want to inform you that you do have the right to receive compensation for the land in question, as determined by an appraisal for the rights taken from your property.

We are hopeful that, because of the benefits to be derived from the project, we can reach an agreement with you to donate approximately **172 square feet** of your land as a **Permanent Sidewalk Easement** and **0.00 square feet** of your land as a **Temporary Construction Easement** and to accomplish the construction. If you choose to donate your land, we would appreciate your signing this letter below, waiving your right to compensation and pro rata tax adjustment and returning it to us.

To comply with regulations, we will also need your signature later, on a formal agreement, or deed. An acquisition brochure is furnished with this letter. Its purpose is to explain the process which must be followed to acquire right of way. We look forward to the continuation of our street improvement program and are grateful for the opportunity to serve you.

Respectfully,
City of Salem

ACCEPTED BY PROPERTY OWNER

 9-22-23

Owner(s) Signature and date

Provide copy for Owner and retain signed copy for Agency file.

MAYOR
Greg Parker

ALDERMEN

East Ward
Shawn Bolerjack
Kala Sisco

West Ward
Amanda Duncan
Kyle Williams

PARKS AND RECREATION: Melissa DuBois
POLICE DEPARTMENT: Joe Chase



PUBLIC WORKS: Mark Nash
UTILITIES: Jennifer Cochran

CITY ADMINISTRATOR

Sally Burbridge

CITY CLERK

Tammy Koller

CITY ATTORNEY

James Weber

BUILDING INSPECTION: Jarred Brown

FINANCE: Stacey Houston



Recording Date/Time: 05/12/2023 at 04:10:13 PM

Instr #: 20230908

Type: EASE

Pages: 2

Fee: \$27.00 S 20230000764

Cindy Edwards Ard
Recorder of Deeds

Document Title: Permanent Sidewalk Easement
Grantor's Name(s): Patsy Tackett
Grantee's Name: City of Salem, Missouri

PERMANENT SIDEWALK EASEMENT

THIS INDENTURE, made on the 28 day of Apr. 2, 2023 by and between **Patsy Tackett**, 103 E. 4th Street, Salem, MO 65560, Grantors, and the **City of Salem**, 400 N Iron St, Salem, MO 65560, Grantee:

WITNESSETH: That the said Grantors, in consideration of the sum of ONE DOLLAR AND 00/100 (\$1.00) to them in hand paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents, remise, release, and forever quit claim unto the said Grantee, its successors and assigns a permanent sidewalk easement as follows:

PERMANENT SIDEWALK EASEMENT NO. 14

A permanent sidewalk easement in Lot 2, Block 10 of WEST SIDE OF THE CREEK IN THE CITY OF SALEM, MISSOURI more particularly described as follows: Commencing at the Northwest Corner of Lot 2, Block 10 of said WEST SIDE OF THE CREEK IN THE CITY OF SALEM, MISSOURI; thence South 89°26'30" East, 22.00 feet along the South right of way of 4th Street to the northeast corner of a parcel described in Dent County Deed Records at Book 161, Page 401, the true point of beginning of the hereinafter described easement: Thence continuing South 89°26'30" East, 44.00 feet along the aforesaid South right of way of 4th Street to the northwest corner of a parcel described in Dent County Deed Records at Book 190, Page 318; thence South 0°34'30" West, 3.91 feet along the West line of said Book 190, Page 318 parcel; thence North 89°25'30" West, 44.00 feet to the East line of the aforesaid Book 161, Page 401 parcel; thence North 0°34'30" East, 3.89 feet along said East line to the true point of beginning.

TO HAVE AND TO HOLD the same with all rights, immunities, privileges, and appurtenances thereto belonging, unto said Grantee, for the purpose of establishing, laying, constructing, maintaining, operating, repairing, or removing sidewalks through and across said land herein described forever, including the rights of the Grantee, its agents, servants, employees, or representatives to reasonable ingress and egress over and across the property of the first parties for such purposes. This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon the heirs, legal representatives and assigns.

IN WITNESS WHEREOF, the Grantors have caused these presents to be signed the day and year first written above.

Patsy Tackett
Signature

Patsy Tackett
Typed or Printed Name and Title

STATE OF Missouri)
) ss.
COUNTY OF Dent)

On this 28 day of April, 2023, before me personally appeared Patsy Tackett, to me known to be the person described in and who 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 at my office in Salem, Mo, the day and year above written.

Stacey Houston
NOTARY PUBLIC

My commission expires:

7-18-2024

Rubber stamp seal:

(NOTARY SEAL)

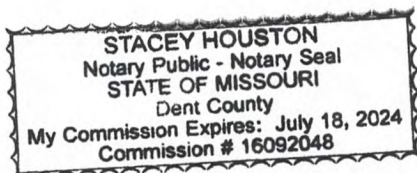


EXHIBIT N

DRAFT EASEMENT

EASEMENT COVER SHEET

Project No. TAP-9901 (520)

DISCARD THIS PAGE PRIOR TO RECORDING.

GRANTOR: William E. Bottorf Trust Agreement

DEED: Book 190, Page 318

ADDRESS: 1601 S. Main
Salem, MO 65560
(from deed of acquisition)

PARCEL: 15

PURPOSE: Permanent Sidewalk Easement

DISCARD THIS PAGE PRIOR TO RECORDING



400 N. Iron Street, Salem, Missouri 65560
(573) 729-4811 Fax (573) 729-5371
www.salem-mo.com

August 31, 2023

William E. Bottorf Trust Agreement
1601 S. Main
Salem, MO 65560

Easement for Sidewalk Construction
Project No. TAP-9901 (520)
Parcel No: 15 & 19

Mr. Bottorf:

The City of Salem is pleased to inform you of sidewalk improvements planned for your area. Engineering drawings which describe the proposed project are available to view on our website at this link: www.salem-mo.com/city/government/city_projects.

We do want to inform you that you do have the right to receive compensation for the land in question, as determined by an appraisal for the rights taken from your property.

We are hopeful that, because of the benefits to be derived from the project, we can reach an agreement with you to donate approximately **259 square feet** of your land as a **Permanent Sidewalk Easement** and **0.00 square feet** of your land as a **Temporary Construction Easement for Parcel No. 15**; and to accomplish the construction. If you choose to donate your land, we would appreciate your signing this letter below, waiving your right to compensation and pro rata tax adjustment and returning it to us.

To comply with regulations, we will also need your signature later, on a formal agreement, or deed. An acquisition brochure is furnished with this letter. Its purpose is to explain the process which must be followed to acquire right of way. We look forward to the continuation of our street improvement program and are grateful for the opportunity to serve you.

Respectfully,
City of Salem

ACCEPTED BY PROPERTY OWNER

Owner(s) Signature and date

Provide copy for Owner and retain signed copy for Agency file.

MAYOR
Greg Parker

ALDERMEN

East Ward
Shawn Bolerjack
Kala Sisco

West Ward
Amanda Duncan
Kyle Williams

PARKS AND RECREATION: Melissa DuBois
POLICE DEPARTMENT: Joe Chase



PUBLIC WORKS: Mark Nash
UTILITIES: Jennifer Cochran

CITY ADMINISTRATOR
Sally Burbridge

CITY CLERK
Tammy Koller

CITY ATTORNEY
James Weber

BUILDING INSPECTION: Jarred Brown
FINANCE: Stacey Houston



Recording Date/Time: 05/12/2023 at 04:10:13 PM
Instr #: 20230906

Type: EASE
Pages: 2
Fee: \$27.00 S 20230000764



Cindy Edwards Ard
Recorder of Deeds

Document Title: Permanent Sidewalk Easement
Grantor's Name(s): William E. Bottorf Trust Agreement
Grantee's Name: City of Salem, Missouri

PERMANENT SIDEWALK EASEMENT

THIS INDENTURE, made on the 28 day of April, 2023, by and between **William E. Bottorf Trust Agreement**, 1601 S. Main, Salem, MO 65560, Grantors, and the **City of Salem**, 400 N Iron St, Salem, MO 65560, Grantee:

WITNESSETH: That the said Grantors, in consideration of the sum of ONE DOLLAR AND 00/100 (\$1.00) to them in hand paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents, remise, release, and forever quit claim unto the said Grantee, its successors and assigns a permanent sidewalk easement as follows:

PERMANENT SIDEWALK EASEMENT NO. 15

A permanent sidewalk easement in Lot 2, Block 10 of WEST SIDE OF THE CREEK IN THE CITY OF SALEM, MISSOURI more particularly described as follows: Commencing at the Northwest Corner of Lot 2, Block 10 of said WEST SIDE OF THE CREEK IN THE CITY OF SALEM, MISSOURI; thence South 89°26'30" East, 66.00 feet along the South right of way of 4th Street to the northeast corner of a parcel described in Dent County Deed Records at Instrument No. 2007-3622, the true point of beginning of the hereinafter described easement: Thence continuing South 89°26'30" East, 66.00 feet along the aforesaid South right of way of 4th Street to the northeast corner of the aforesaid Lot 2; thence South 0°34'30" West, 3.92 feet along the East line of said Lot 2; thence North 89°25'30" West, 66.00 feet to the East line of the aforesaid Instrument No. 2007-3622 parcel; thence North 0°34'30" East, 3.91 feet along said East line to the true point of beginning.

TO HAVE AND TO HOLD the same with all rights, immunities, privileges, and appurtenances thereto belonging, unto said Grantee, for the purpose of establishing, laying, constructing, maintaining, operating, repairing, or removing sidewalks through and across said land herein described forever, including the rights of the Grantee, its agents, servants, employees, or representatives to reasonable ingress and egress over and across the property of the first parties for such purposes. This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon the heirs, legal representatives and assigns.

IN WITNESS WHEREOF, the Grantors have caused these presents to be signed the day and year first written above.

William E. Bottorf Trust Agreement

Signature

Typed or Printed Name and Title

Attest:

Signature

Typed or Printed Name and Title

STATE OF Missouri)
) ss.
COUNTY OF Dent)

On this 28 day of April, 2023, before me personally appeared Curtis Bottorf, to me known to be the person described in and who the foregoing instrument, and acknowledged that they executed the same as the free act and deed of the William E. Bottorf Trust Agreement.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Salem, mo, the day and year above written.

NOTARY PUBLIC

My commission expires:

Rubber stamp seal:

(NOTARY SEAL)

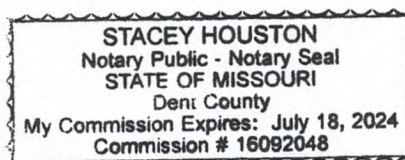


EXHIBIT O

DRAFT EASEMENT

EASEMENT COVER SHEET

Project No. TAP-9901 (520)

DISCARD THIS PAGE PRIOR TO RECORDING.

GRANTOR: Parker's Properties LLC

DEED: Instrument No. 20191583

ADDRESS: 497 County Road 2640
Salem, MO 65560
(from deed of acquisition)

PARCEL: 16

PURPOSE: Permanent Sidewalk Easement

DISCARD THIS PAGE PRIOR TO RECORDING



400 N. Iron Street, Salem, Missouri 65560
(573) 729-4811 Fax (573) 729-5371
www.salemmo.com

December 5, 2022

Parker's Properties LLC
497 County Road 2640
Salem, MO 65560

Easement for Sidewalk Construction
Project No. TAP-9901 (520)
Parcel No: 16

Property Owner:

The City of Salem is pleased to inform you of sidewalk improvements planned for your area. Engineering drawings which describe the proposed project are available to view on our website at this link: www.salemmo.com/city/government/city_projects.

We do want to inform you that you do have the right to receive compensation for the land in question, as determined by an appraisal for the rights taken from your property.

We are hopeful that, because of the benefits to be derived from the project, we can reach an agreement with you to donate approximately **94 square feet** of your land as a **Permanent Sidewalk Easement** and **0.00 square feet** of your land as a **Temporary Construction Easement** and to accomplish the construction. If you choose to donate your land, we would appreciate your signing this letter below, waiving your right to compensation and pro rata tax adjustment and returning it to us.

To comply with regulations, we will also need your signature later, on a formal agreement, or deed. An acquisition brochure is furnished with this letter. Its purpose is to explain the process which must be followed to acquire right of way. We look forward to the continuation of our street improvement program and are grateful for the opportunity to serve you.

Respectfully,
City of Salem

ACCEPTED BY PROPERTY OWNER

Owner(s) Signature and date

Provide copy for Owner and retain signed copy for Agency file.

MAYOR
Greg Parker
ALDERMEN
East Ward
Shawn Bolerjack
Kala Sisco
West Ward
Amanda Duncan
Kyle Williams
PARKS AND RECREATION: Melissa DuBois
POLICE DEPARTMENT: Joe Chase



PUBLIC WORKS: Mark Nash
UTILITIES: Jennifer Cochran

TEMPORARY CITY ADMINISTRATOR
Sally Burbridge
CITY CLERK
Tammy Koller
CITY ATTORNEY
James Weber
ECONOMIC DEVELOPMENT: Sally Burbridge
BUILDING INSPECTION: Jarred Brown

Document Title: Permanent Sidewalk Easement
Grantor's Name(s): Parker's Properties LLC
Grantee's Name: City of Salem, Missouri

PERMANENT SIDEWALK EASEMENT

THIS INDENTURE, made on the 24th day of August, 2023, by and between **Parker's Properties LLC**, 497 County Road 2640, Salem, MO 65560, Grantors, and the **City of Salem**, 400 N Iron St, Salem, MO 65560, Grantee:

WITNESSETH: That the said Grantors, in consideration of the sum of ONE DOLLAR AND 00/100 (\$1.00) to them in hand paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents, remise, release, and forever quit claim unto the said Grantee, its successors and assigns a permanent sidewalk easement as follows:

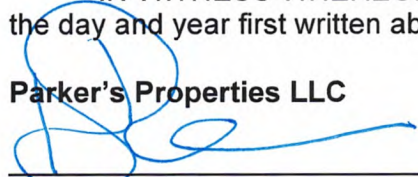
PERMANENT SIDEWALK EASEMENT NO. 16

A permanent sidewalk easement in Lot 1, Block 10 of WEST SIDE OF THE CREEK IN THE CITY OF SALEM, MISSOURI more particularly described as follows: Beginning at the Northwest Corner of Lot 1, Block 10 of said WEST SIDE OF THE CREEK IN THE CITY OF SALEM, MISSOURI; thence South 89°26'30" East, 24.00 feet along the South right of way of 4th Street to the northwest corner of a parcel described in Dent County Deed Records at Instrument No. 20190059; thence South 0°34'30" West, 3.93 feet along the West line of said Instrument No. 20190059 parcel; thence North 89°25'30" West, 24.00 feet to the West line of the aforesaid Lot 1; thence North 0°34'30" East, 3.92 feet along said West line to the point of beginning.

TO HAVE AND TO HOLD the same with all rights, immunities, privileges, and appurtenances thereto belonging, unto said Grantee, for the purpose of establishing, laying, constructing, maintaining, operating, repairing or removing sidewalks through and across said land herein described forever, including the rights of the Grantee, its agents, servants, employees, or representatives to reasonable ingress and egress over and across the property of the first parties for such purposes. This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon the heirs, legal representatives and assigns.

IN WITNESS WHEREOF, the Grantors have caused these presents to be signed the day and year first written above.

Parker's Properties LLC


Signature

Kelly Parker, Member
Typed or Printed Name and Title

Attest:


Signature

Braxton Parker, Member
Typed or Printed Name and Title

STATE OF Missouri)
COUNTY OF Dent) ss.

On this 24th day of August, 2023, before me personally appeared Braxton Parker Kelly Parker to me known to be the person described in and who the foregoing instrument, and acknowledged that they executed the same as the free act and deed of the Parker's Properties LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Dent County, Missouri, the day and year above written.


NOTARY PUBLIC

My commission expires:
3-2-25

Rubber stamp seal:

(NOTARY SEAL)

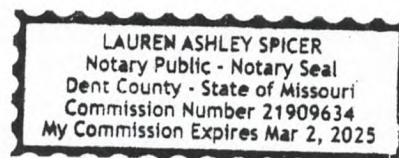


EXHIBIT P

DRAFT EASEMENT

EASEMENT COVER SHEET

Project No. TAP-9901 (520)

DISCARD THIS PAGE PRIOR TO RECORDING.

GRANTOR: Andrew M. and Ashlee R. Curley

DEED: Instrument No. 20190059

ADDRESS: P.O. Box 580
Salem, MO 65560

PARCEL: 17

PURPOSE: Permanent Sidewalk Easement

DISCARD THIS PAGE PRIOR TO RECORDING



400 N. Iron Street, Salem, Missouri 65560
(573) 729-4811 Fax (573) 729-5371
www.salem-mo.com

December 5, 2022

Andrew M. and Ashlee R. Curley
P.O. Box 580
Salem, MO 65560

Easement for Sidewalk Construction
Project No. TAP-9901 (520)
Parcel No: 17

Mr. and Mrs. Curley:

The City of Salem is pleased to inform you of sidewalk improvements planned for your area. Engineering drawings which describe the proposed project are available to view on our website at this link: www.salem-mo.com/city/government/city_projects.

We do want to inform you that you do have the right to receive compensation for the land in question, as determined by an appraisal for the rights taken from your property.

We are hopeful that, because of the benefits to be derived from the project, we can reach an agreement with you to donate approximately **87 square feet** of your land as a **Permanent Sidewalk Easement** and **0.00 square feet** of your land as a **Temporary Construction Easement** and to accomplish the construction. If you choose to donate your land, we would appreciate your signing this letter below, waiving your right to compensation and pro rata tax adjustment and returning it to us.

To comply with regulations, we will also need your signature later, on a formal agreement, or deed. An acquisition brochure is furnished with this letter. Its purpose is to explain the process which must be followed to acquire right of way. We look forward to the continuation of our street improvement program and are grateful for the opportunity to serve you.

Respectfully,
City of Salem

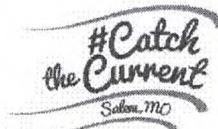
ACCEPTED BY PROPERTY OWNER


Owner(s) Signature and date

9/14/23

Provide copy for Owner and retain signed copy for Agency file.

MAYOR
Greg Parker
ALDERMEN
East Ward West Ward
Shawn Bolerjack Amanda Duncan
Kala Sisco Kyle Williams
PARKS AND RECREATION: Melissa DuBois
POLICE DEPARTMENT: Joe Chase



PUBLIC WORKS: Mark Nash
UTILITIES: Jennifer Cochran

TEMPORARY CITY ADMINISTRATOR
Sally Burbridge
CITY CLERK
Tammy Koller
CITY ATTORNEY
James Weber
ECONOMIC DEVELOPMENT: Sally Burbridge
BUILDING INSPECTION: Jarred Brown

Document Title: Permanent Sidewalk Easement
Grantor's Name(s): Andrew M. and Ashlee R. Curley
Grantee's Name: City of Salem, Missouri

PERMANENT SIDEWALK EASEMENT

THIS INDENTURE, made on the 25th day of August, 2023, by and between **Andrew M. Curley and Ashlee R. Curley**, husband and wife, P.O. Box 580, Salem, MO 65560, Grantors, and the **City of Salem**, 400 N Iron St, Salem, MO 65560, Grantee:


WITNESSETH: That the said Grantors, in consideration of the sum of ONE DOLLAR AND 00/100 (\$1.00) to them in hand paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents, remise, release, and forever quit claim unto the said Grantee, its successors and assigns a permanent sidewalk easement as follows:

PERMANENT SIDEWALK EASEMENT NO. 17

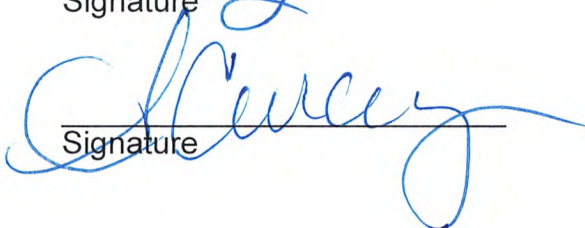
A permanent sidewalk easement in Lot 1, Block 10 of WEST SIDE OF THE CREEK IN THE CITY OF SALEM, MISSOURI more particularly described as follows: Commencing at the Northwest Corner of Lot 1, Block 10 of said WEST SIDE OF THE CREEK IN THE CITY OF SALEM, MISSOURI; thence South 89°26'30" East, 24.00 feet along the South right of way of 4th Street to the northeast corner of a parcel described in Dent County Deed Records at Instrument No. 20191583, the true point of beginning of the hereinafter described easement: Thence continuing South 89°26'30" East, 22.00 feet along the aforesaid South right of way of 4th Street to the northwest corner of a parcel described in Dent County Deed Records at Instrument No. 20192255; thence South 0°34'30" West, 3.94 feet along the West line of said Instrument No. 20192255 parcel; thence North 89°25'30" West, 22.00 feet to the East line of the aforesaid Instrument No. 20191583 parcel; thence North 0°34'30" East, 3.93 feet along said East line to the true point of beginning.

TO HAVE AND TO HOLD the same with all rights, immunities, privileges, and appurtenances thereto belonging, unto said Grantee, for the purpose of establishing, laying, constructing, maintaining, operating, repairing, or removing sidewalks through and across said land herein described forever, including the rights of the Grantee, its agents, servants, employees, or representatives to reasonable ingress and egress over and across the property of the first parties for such purposes. Ingress and egress shall not include entering into any structure or building. Grantee acknowledges and agrees that Grantee shall construct, repair and forever maintain a sidewalk for public use on the permanent sidewalk easement. The construction, maintenance and repair of the permanent sidewalk easement shall be performed in a workmanlike manner that is free from defects. This easement does not allow the Grantee to modify, alter or damage any building owned by Grantor. Grantee shall be responsible to repair any damage caused by Grantee, or his agents or assigns, to any real or personal property owned by Grantor that is damaged, in connection with the construction, maintenance and repair of the permanent sidewalk easement. This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon the heirs, legal representatives and assigns.

IN WITNESS WHEREOF, the Grantors have caused these presents to be signed the day and year first written above.


Signature

Andrew M. Curley
Typed or Printed Name and Title


Signature

Ashlee Curley
Typed or Printed Name and Title

STATE OF Missouri)
) ss.
COUNTY OF Dent)

On this 25th day of August, 2023, before me personally appeared Andrew M. Curley and Ashlee R. Curley, to me known to be the person described in and who 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 at my office in Dent County, the day and year above written.

Cynthia G. Deimund
NOTARY PUBLIC

My commission expires: 12/10/2026 Rubber stamp seal:

(NOTARY SEAL)

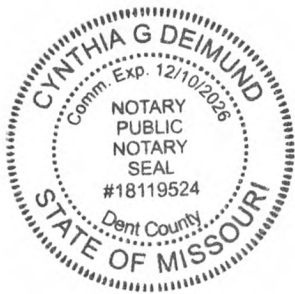


EXHIBIT Q

DRAFT EASEMENT

EASEMENT COVER SHEET

Project No. TAP-9901 (520)

DISCARD THIS PAGE PRIOR TO RECORDING.

GRANTOR: Shubell Properties, LLC

DEED: Instrument No. 20192255

ADDRESS: 4839 Highway 32 E
Salem, MO 65560
(from deed of acquisition)

PARCEL: 18

PURPOSE: Permanent Sidewalk Easement

DISCARD THIS PAGE PRIOR TO RECORDING



400 N. Iron Street, Salem, Missouri 65560
(573) 729-4811 Fax (573) 729-5371
www.salemmo.com

December 5, 2022

Shubell Properties, LLC
4839 Highway 32 E
Salem, MO 65560

Easement for Sidewalk Construction
Project No. TAP-9901 (520)
Parcel No: 18

Property Owner:

The City of Salem is pleased to inform you of sidewalk improvements planned for your area. Engineering drawings which describe the proposed project are available to view on our website at this link: www.salemmo.com/city/government/city_projects.


We do want to inform you that you do have the right to receive compensation for the land in question, as determined by an appraisal for the rights taken from your property.

We are hopeful that, because of the benefits to be derived from the project, we can reach an agreement with you to donate approximately **95 square feet** of your land as a **Permanent Sidewalk Easement** and **0.00 square feet** of your land as a **Temporary Construction Easement** and to accomplish the construction. If you choose to donate your land, we would appreciate your signing this letter below, waiving your right to compensation and pro rata tax adjustment and returning it to us.

To comply with regulations, we will also need your signature later, on a formal agreement, or deed. An acquisition brochure is furnished with this letter. Its purpose is to explain the process which must be followed to acquire right of way. We look forward to the continuation of our street improvement program and are grateful for the opportunity to serve you.

Respectfully,
City of Salem

ACCEPTED BY PROPERTY OWNER

 9/18/23
Owner(s) Signature and date

Provide copy for Owner and retain signed copy for Agency file.

MAYOR
Greg Parker
ALDERMEN
East Ward
Shawn Bolerjack
Kala Sisco
West Ward
Amanda Duncan
Kyle Williams
PARKS AND RECREATION: Melissa DuBois
POLICE DEPARTMENT: Joe Chase


PUBLIC WORKS: Mark Nash
UTILITIES: Jennifer Cochran

TEMPORARY CITY ADMINISTRATOR
Sally Burbridge
CITY CLERK
Tammy Koller
CITY ATTORNEY
James Weber
ECONOMIC DEVELOPMENT: Sally Burbridge
BUILDING INSPECTION: Jarred Brown

Document Title: Permanent Sidewalk Easement
Grantor's Name(s): Shubell Properties, LLC
Grantee's Name: City of Salem, Missouri

PERMANENT SIDEWALK EASEMENT

THIS INDENTURE, made on the 25 day of August, 2023 by and between **Shubell Properties, LLC**, 4839 Highway 32 E, Salem, MO 65560, Grantors, and the **City of Salem**, 400 N Iron St, Salem, MO 65560, Grantee:

WITNESSETH: That the said Grantors, in consideration of the sum of ONE DOLLAR AND 00/100 (\$1.00) to them in hand paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents, remise, release, and forever quit claim unto the said Grantee, its successors and assigns a permanent sidewalk easement as follows:

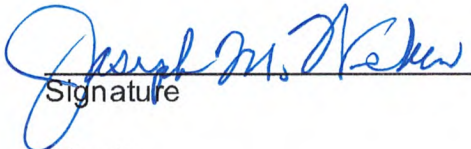
PERMANENT SIDEWALK EASEMENT NO. 18

A permanent sidewalk easement in Lot 1, Block 10 of WEST SIDE OF THE CREEK IN THE CITY OF SALEM, MISSOURI more particularly described as follows: Commencing at the Northeast Corner of Lot 1, Block 10 of said WEST SIDE OF THE CREEK IN THE CITY OF SALEM, MISSOURI; thence North 89°26'30" West, 62.00 feet along the South right of way of 4th Street to the northwest corner of a parcel described in Dent County Deed Records at Book 216, Page 229, the true point of beginning of the hereinafter described easement: Thence continuing North 89°26'30" West, 24.00 feet along the aforesaid South right of way of 4th Street to the northeast corner of a parcel described in Dent County Deed Records at Instrument No. 20190059; thence South 0°34'30" West, 3.94 feet along the East line of said Instrument No. 20190059 parcel; thence South 89°25'30" East, 24.00 feet to the West line of the aforesaid Book 216, Page 229 parcel; thence North 0°34'30" East, 3.94 feet along said West line to the true point of beginning.

TO HAVE AND TO HOLD the same with all rights, immunities, privileges, and appurtenances thereto belonging, unto said Grantee, for the purpose of establishing, laying, constructing, maintaining, operating, repairing, or removing sidewalks through and across said land herein described forever, including the rights of the Grantee, its agents, servants, employees, or representatives to reasonable ingress and egress over and across the property of the first parties for such purposes. Ingress and egress shall not include entering into any structure or building. Grantee acknowledges and agrees that Grantee shall construct, repair and forever maintain a sidewalk for public use on the permanent sidewalk easement. The construction, maintenance and repair of the permanent sidewalk easement shall be performed in a workmanlike manner that is free from defects. This easement does not allow the Grantee to modify, alter or damage any building owned by Grantor. Grantee shall be responsible to repair any damage caused by Grantee, or his agents or assigns, to any real or personal property owned by Grantor that is damaged, in connection with the construction, maintenance and repair of the permanent sidewalk easement. This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon the heirs, legal representatives and assigns.

IN WITNESS WHEREOF, the Grantors have caused these presents to be signed the day and year first written above.

Shubell Properties, LLC


Signature

JOSEPH M. WEBER Pres
Typed or Printed Name and Title

Attest:

Signature

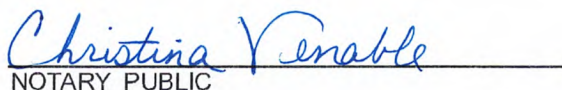
Typed or Printed Name and Title

STATE OF Missouri)

COUNTY OF Dent) ss.

On this 25 day of August, 2023, before me personally appeared _____, to me known to be the person described in and who the foregoing instrument, and acknowledged that they executed the same as the free act and deed of the Shubell Properties, LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Dent County P.A. Office, the day and year above written.


NOTARY PUBLIC

My commission expires: 1/26/2027 Rubber stamp seal:

(NOTARY SEAL)



EXHIBIT R

DRAFT EASEMENT

EASEMENT COVER SHEET

Project No. TAP-9901 (520)

DISCARD THIS PAGE PRIOR TO RECORDING.

GRANTOR: Myrtle Marie Bottorf Trust Agreement

DEED: Book 216, Page 229

ADDRESS: 107 E. 4th Street
Salem, MO 65560
(from deed of acquisition)

PARCEL: 19

PURPOSE: Permanent Sidewalk Easement

DISCARD THIS PAGE PRIOR TO RECORDING



400 N. Iron Street, Salem, Missouri 65560
(573) 729-4811 Fax (573) 729-5371
www.salemmo.com

August 31, 2023

Myrtle Marie Bottorf Trust Agreement
1601 S. Main
Salem, MO 65560

Easement for Sidewalk Construction
Project No. TAP-9901 (520)
Parcel No: 15 & 19

Mr. Bottorff:

The City of Salem is pleased to inform you of sidewalk improvements planned for your area. Engineering drawings which describe the proposed project are available to view on our website at this link: www.salemmo.com/city/government/city_projects.

We do want to inform you that you do have the right to receive compensation for the land in question, as determined by an appraisal for the rights taken from your property.

We are hopeful that, because of the benefits to be derived from the project, we can reach an agreement with you to donate approximately **245 square feet** of your land as a **Permanent Sidewalk Easement** and **0.00 square feet** of your land as a **Temporary Construction Easement for Parcel No. 19** and to accomplish the construction. If you choose to donate your land, we would appreciate your signing this letter below, waiving your right to compensation and pro rata tax adjustment and returning it to us.

To comply with regulations, we will also need your signature later, on a formal agreement, or deed. An acquisition brochure is furnished with this letter. Its purpose is to explain the process which must be followed to acquire right of way. We look forward to the continuation of our street improvement program and are grateful for the opportunity to serve you.

Respectfully,
City of Salem

ACCEPTED BY PROPERTY OWNER

Owner(s) Signature and date

Provide copy for Owner and retain signed copy for Agency file.

MAYOR
Greg Parker

ALDERMEN

East Ward	West Ward
Shawn Bolerjack	Amanda Duncan
Kala Sisco	Kyle Williams

PARKS AND RECREATION: Melissa DuBois
POLICE DEPARTMENT: Joe Chase



PUBLIC WORKS: Mark Nash
UTILITIES: Jennifer Cochran

CITY ADMINISTRATOR
Sally Burbridge

CITY CLERK
Tammy Koller

CITY ATTORNEY
James Weber

BUILDING INSPECTION: Jarred Brown
FINANCE: Stacey Houston



Recording Date/Time: 05/12/2023 at 04:10:13 PM

Instr #: 20230907

Type: EASE

Pages: 2

Fee: \$27.00 S 20230000764

Cindy Edwards Ard
Recorder of Deeds

Document Title: Permanent Sidewalk Easement
Grantor's Name(s): Myrtle Marie Bottorf Trust Agreement
Grantee's Name: City of Salem, Missouri

PERMANENT SIDEWALK EASEMENT

THIS INDENTURE, made on the 28 day of April, 2023, by and between **Myrtle Marie Bottorf Trust Agreement**, 107 E. 4th Street, Salem, MO 65560, Grantors, and the **City of Salem**, 400 N Iron St, Salem, MO 65560, Grantee:

WITNESSETH: That the said Grantors, in consideration of the sum of ONE DOLLAR AND 00/100 (\$1.00) to them in hand paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents, remise, release, and forever quit claim unto the said Grantee, its successors and assigns a permanent sidewalk easement as follows:


PERMANENT SIDEWALK EASEMENT NO. 19

A permanent sidewalk easement in Lot 1, Block 10 of WEST SIDE OF THE CREEK IN THE CITY OF SALEM, MISSOURI more particularly described as follows: Beginning at the Northeast Corner of Lot 1, Block 10 of said WEST SIDE OF THE CREEK IN THE CITY OF SALEM, MISSOURI; thence North 89°26'30" West, 62.00 feet along the South right of way of 4th Street to the northeast corner of a parcel described in Dent County Deed Records at Instrument No. 20192255; thence South 0°34'30" West, 3.94 feet along the East line of said Instrument No. 20192255 parcel; thence South 89°25'30" East, 62.00 feet to the West right of way of Iron Street; thence North 0°34'30" East, 3.96 feet along said West right of way to the point of beginning.

TO HAVE AND TO HOLD the same with all rights, immunities, privileges, and appurtenances thereto belonging, unto said Grantee, for the purpose of establishing, laying, constructing, maintaining, operating, repairing, or removing sidewalks through and across said land herein described forever, including the rights of the Grantee, its agents, servants, employees, or representatives to reasonable ingress and egress over and across the property of the first parties for such purposes. This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon the heirs, legal representatives and assigns.

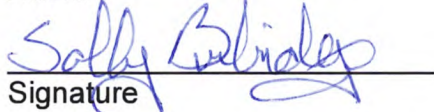
IN WITNESS WHEREOF, the Grantors have caused these presents to be signed the day and year first written above.

Myrtle Marie Bottorf Trust Agreement


Signature

CURTIS BOTTORF TRUSTEE
Typed or Printed Name and Title

Attest:

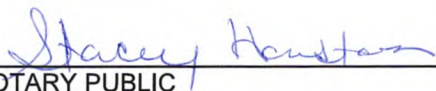

Signature

Sally Busbridge, City Administrator
Typed or Printed Name and Title

STATE OF Missouri)
) ss.
COUNTY OF Dent)

On this 28 day of April, 2023, before me personally appeared Curtis Bottorf, to me known to be the person described in and who the foregoing instrument, and acknowledged that they executed the same as the free act and deed of the Myrtle Marie Bottorf Trust Agreement.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Salem, mo, the day and year above written.

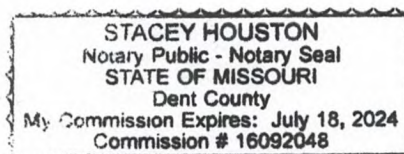

NOTARY PUBLIC

My commission expires:

7-18-2024

Rubber stamp seal:

(NOTARY SEAL)



Staff Summary Report

MEETING DATE:	Sept 26, 2023
AGENDA ITEM:	New and Miscellaneous Business
AGENDA TITLE:	Trumpia (Text Blast Service)

ACTION REQUESTED BY:	City Administrator
ACTION REQUESTED:	Approval of Annual Contract with Trumpia (Texting Service)
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

Trumpia is the company that provides the City of Salem's texting application. Since it's inception almost two years ago the number of residents who have signed up for the text service, to receive notices about Utility specific updates, Parks and Recreation programs and general City updates and news has had modest growth. This is a voluntary texting platform, which means citizens of Salem may choose to sign up to receive text notifications from the city and must actually text a keyword to the applications number to sign up.

As of 9/22/23 there are a total of 507 citizens who have added their numbers to the texting app and are regularly receiving notifications from the city. Up from 331 a year ago. There are 315 receiving ALL City notifications, 73 receiving only Utility related notices, 76 who are signed up to receive only Parks and Rec notifications and new this past year we have 43 staff members who receive internal employee related notices via the platform.

PROCUREMENT

Requesting continuation of existing service. This is an annual contract.
I recommend that the city continue using a familiar platform at this time.

FISCAL IMPACTS

This expenditure is pulled from multiple budget line items which reflect the various departments of the city whose messages are sent out through the system. The budget line items are listed below:

General Fund: Non-Departmental: Special Services	100-512-50700 - \$1,000.00
Parks & Recreation Fund: Special Services	210-501-50700 - \$500.00
Electric Fund: Special Services	501-501-50700 - \$1,500.00
Water Fund: Special Services	510-501-50700 - \$1,500.00
Sewer Fund: Special Services	520-501-50700 - \$1,500.00

SUPPORT DOCUMENTS:	Trumpia Invoice and Annual Contract for Services
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DEPARTMENT'S RECOMMENDED MOTION:	Move approval of the annual contract with Trumpia for texting app services in the amount of \$6,000.00.
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Invoice

DoCircle, Inc. (dba Trumpia)
2544 W. Woodland Drive, Anaheim, CA 92801
Phone: (888) 707 - 3030 Ext 2007
Email: billing@mytrum.com

To: City of Salem MO

Username: CityofSalem

Date: 08/25/2023

Customer Contact		DoCircle Contact	Terms
Name: Sally Burbridge	Title: Temp City Administrator	Name: Francia Vargas	PO#:
Phone: 505-729-4811	Email: cityadministrator@salem-mo.com	Title:	Total Contract Value:
Address: 400 North Iron Street Salem, MO 65560 United States		Email: billing@mytrum.com	\$6,000.00

Item	Service Description	Amount
Plan Name	PP1212 I TR-US-TF-UI-PLN I Multi 50,000 12 Months (Prepaid, 20% discount)	\$6,000.00
-	*Unused credits will expire after 12 months	
-	*Unused credits from previous term will expire on 10/18/2023	
-		
-		
-		
-		
Notes	*A 3% surcharge will be applied to all credit card transactions. (No Surcharge if paid via ACH/Wire/Check/Zelle)	
Payment Terms	*Due by 10/18/2023 to avoid lock out	
Service Commitment	10/18/23 - 10/18/24	
Invoice Number	TRU091223	

NOTE: Pricing Information is confidential. All fees, credit charges and plan prices are subject to change without prior notice due to unforeseen circumstances including but not limited to changes in government taxation, carrier charges, aggregation costs, network charges, and other situations outside of Trumpia's control. Prices are also subject to change at the time of an account renewal, whether the renewal is automated or requested. If any new pass through or surcharge fees are applied by the carriers, Trumpia will charge Customer via post-billing.

Trumpia "No Refund" Policy

All payments including: setup fees, short code fees, monthly plans, prepaid credits, service fees, and reseller fees are non-refundable regardless of service usage or account activity. It is the sole responsibility of the user to utilize the service. Any unused credits are also non-refundable. However, unused credits may be transferred to another Trumpia account that Customer controls. Customer is not allowed to transfer credits or control of the account to a third party.

Customer has read and agrees to Trumpia's following policies:

- * Terms of Use (<https://www.trumpia.com/terms-of-use>)
- * Privacy Policy (<https://www.trumpia.com/privacy-policy>)
- * Anti-Spam Policy (<https://www.trumpia.com/anti-spam-policy>)
- * Import & API Agreement (<https://www.trumpia.com/main/import-agreement>)

Subtotal	\$6,000.00
Tax (if applicable)	0
3% Credit Card Fee <input checked="" type="checkbox"/> (if applicable)	\$180.00
Total Due	\$6,180.00

*Total Due if paid via Check/ACH: \$6,000.00

Company Name:

Name:

Title:

Phone:

Email:

Signature:

Date:

Invoice Terms

1. SUBSCRIPTION

Trumpia agrees to provide Customer with a terminable, non-exclusive, non-transferable to a third party, and limited subscription to use and access the cloud-based Trumpia messaging software and API ("Trumpia software") for the Term.

2. TERM

This Agreement ("Agreement") will be effective within the dates specified on the first page of this document ("Term") and will automatically renew unless Customer explicitly requests non-renewal at least sixty (60) days prior to the expiration of the Term. When renewed, the new term ("Renewal Term") may or may not follow the same terms and conditions set forth in this agreement. In the case of any change, a new invoice will be sent to the Customer. If no new change is made, the account will be renewed under the same conditions for a Renewal Term.

If Customer pays monthly, all credits expire on the same day of the following month. If Customer pays quarterly, all credits expire at the end of the quarter. If Customer pays annually, all credits expire after a year. As such all standard message credits expire based on the billing cycle. All prepaid message credit buckets expire after 1 year.

3. TERMS OF USE

The service terms and policy documents published on Trumpia's site are integral to this Agreement. Customer acknowledges and agrees to comply with the terms and standards detailed in the links below. Trumpia reserves the right, at its sole discretion, to modify and post these terms and policy documents at any time without prior notice. URLs and their contents are subject to change, and Customer is responsible for finding, reading, and acting in accordance with indicated guidelines as well as the latest revisions thereof.

- Trumpia Terms of Use - <https://www.trumpia.com/terms-of-use>
- Trumpia Privacy - <https://www.trumpia.com/privacy-policy>
- Trumpia Anti-Spam Policy - <https://www.trumpia.com/anti-spam-policy>
- Trumpia Import and API Agreement - <https://www.trumpia.com/main/import-agreement>

4. DISCLAIMER OF WARRANTIES

TRUMPIA DOES NOT WARRANT THAT ITS SERVICES OR WEBSITE WILL FUNCTION AS DESCRIBED OR WILL BE TIMELY, UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY STORED DATA WILL BE SECURE OR SAFE FROM LOSS, THEFT, OR DAMAGE. TRUMPIA DOES NOT WARRANT THAT ANY SHORT CODE AND/OR LONG CODE APPLICATION(S) WILL BE APPROVED BY THE WIRELESS CARRIERS FOR CUSTOMER'S SPECIFIC USE CASE(S).

5. TERMINATION

Customer may request non-renewal of Agreement by submitting a support ticket through Trumpia's user interface at least sixty (60) days prior to the end of the Term. Service may not be cancelled by any other method such as phone, email, or letter. Customer acknowledges and agrees that all payments made including setup fees, subscription fees, plan fees, service fees, and prepaid message credits are non-refundable regardless of Customer's service usage, satisfaction, or account activity. It is the sole responsibility of Customer to utilize the Trumpia software. Lack of activity does not automatically cancel or terminate your account, and Customer remains responsible for all applicable service fees.

Customer acknowledges and agrees that any unused message credits are also non-refundable. All committed fees are to be paid. Customer agrees to pay any outstanding amount for the Trumpia software whether the Trumpia software was previously used, will be used, or was cancelled or terminated. Customer may cancel or terminate online access to Trumpia service at any time, but any commitments under this agreement, including but not limited to paying all fees herein, will remain until all obligations are met with valid payments. Cancellation, suspension, termination, or deletion of the account(s) by Customer or Trumpia may never be construed as a release or acknowledgment of meeting financial obligations under this agreement. This includes all unpaid dues or financial commitments that were agreed upon under this agreement, even if they are for a period after the cancellation or termination date.

Customer acknowledges and agrees that any failure to make payments due under this agreement will result in Trumpia pursuing all legal remedies, including seeking the assistance of the courts and/or a collection agency. Customer agrees to pay any costs associated with Trumpia's efforts to collect any payments due under this agreement.

Trumpia reserves the sole discretion and right to permanently delete archived data after 30 days of account cancellation or termination. 30 days after Customer's account is terminated, all numbers and codes associated with it will be deactivated.

6. PRICING

Pricing Information is confidential. All fees, credit charges and plan prices are subject to change without prior notice due to unforeseen circumstances including but not limited to changes in government taxation, carrier charges, aggregation costs, network charges, and other situations outside of Trumpia's control. Prices are also subject to change at the time of an account renewal, whether the renewal is automated or requested. If any new pass through or surcharge fees are applied by the carriers, Trumpia will apply such charges to Customer through post-billing.

7. APPLICABLE TAXES

In cases where sales tax law in your state impacts SaaS services, Trumpia reserves the right to add additional charges to your account to reflect those taxes including past unpaid taxes.





8. CODES

In case of account termination, Customer understands that Trumpia keeps control of any codes that may have been assigned to Customer. These codes cannot be transferred out to be used with another service provider. All code setup fees shall be collected upfront, and annual code and hosting fees will be collected within 60 days of setup. Trumpia will refund code and hosting fees only if provisioning is declined and after paying for all out-of-pocket quarterly code expenses.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Company:	DoCircle, Inc. dba Trumpia
Name:	Name: Ken Rhie
Title:	Title: CEO
Signature:	Signature:
Date:	Date:

Card Payment Authorization

<input type="radio"/> 	<input type="radio"/> 	<input type="radio"/> 	<input type="radio"/> 
---	---	--	---

Cardholder's Name	Card Number	Billing Address
Expiration Date	CVV/CID	

Customer understands that upon their signature and submission to DoCircle, Inc. dba Trumpia ("Trumpia"), Customer is authorizing Trumpia to make regularly scheduled charges to the credit card listed above. Customer understands that all Trumpia plans will be automatically renewed every year unless prior notice is given at least 60 days before the end of the term agreed in this invoice. As an authorized user of this credit card, the undersigned will not dispute or file a chargeback against these scheduled transactions.

Please note that all payments made are non-refundable regardless of Customer's service usage, satisfaction level or account activity. It is the sole responsibility of the user to utilize the service. Any unused credits are also non-refundable. However, unused messages credits can be transferred to another Trumpia account that Customer controls. Customer is not allowed to transfer credits or control of Customer's account to a third party. This invoice is governed by the terms of the Invoice Terms unless Customer has a signed Master Service Agreement for the Trumpia services, in which case such signed Master Service Agreement will govern this invoice.

Customer	Signature	Date
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Staff Summary Report

MEETING DATE:	September 26, 2023
AGENDA ITEM:	New and Miscellaneous Business
AGENDA TITLE:	Construction Trades Building

ACTION REQUESTED BY:	City Administrator
ACTION REQUESTED:	Approval of purchase of electrical material
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

The Workforce Development project – construction of a Construction & Technology (C&T) Trades Building for Salem R80 High School

The City and Salem R80 Schools are in a partnership to build the C&T Trades Building with the School having raised over \$430K+ through Youth Opportunity Program (YOP) Tax Credits and the city applying for and being awarded a Community Development Block Grant (CDBG) for \$500K. The building is now under construction on the Salem R80 grounds behind the High School. The electrical material to underground the electric service lines to the building is a total cost of \$30,212.12. This material will become City owned electrical infrastructure to the building. Generally, new developments incur the cost of new infrastructure to its facilities but due to the nature of this project, as a partnership between the City and School it is recommended that the cost be shared.

Staff is proposing the city split the cost of electrical installation in the amount of \$11,500 and order the material, with the rest to be paid through Construction Trades Building donations.

Electric material costs are inflating rapidly. Roughly 1 week prior, the same material costs were \$28,000 and one material provider has recently stated that costs are increasing 15-20% every couple of weeks.

PROCUREMENT

N/A

FISCAL IMPACTS

Budget Line: 501-501-46100 Equipment Maintenance from the Electrical Budget for \$11,500

SUPPORT DOCUMENTS:	N/A
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DEPARTMENT'S RECOMMENDED MOTION:	Move to approve covering the cost of \$11,500 for electrical material for the Construction & Technology Trades electrical service and to order the materials.
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Staff Summary Report

MEETING DATE: 09/26/2023

AGENDA ITEM:

AGENDA TITLE:

ACTION REQUESTED BY: Chief Chase

ACTION REQUESTED: FOR REVIEW

SUMMARY BY: Stacey Houston

PROJECT DESCRIPTION / FACTS

Patrol Car- 2023 Dodge Durango

PROCUREMENT

FISCAL IMPACTS

Budgeted line item 301-511-71110

SUPPORT DOCUMENTS: Behlmann Chrysler pricing details

DEPARTMENT'S RECOMMENDED MOTION: Move to approve purchase of new vehicle.

behlmann.com

175 TURNBULL TRAIL
TROY, MISSOURI 64687
HOME (573) 729-4242
PHONE (636) 775-2900



GMC



INVOICE NO. **Nº 19916**

CUSTOMER NO.

N/A

STOCK NO.
CF230081

YEAR-MAKE	MODEL
2023 DODGE	DURANGO

SERIAL NO.
1C4RDJFG4PC657107

SALESMAN
MIKE BENZ

SOURCE 10 - NEW VEHICLE

SOURCE 11 - NEW VEHICLE FLEET

SOURCE 20 - USED VEHICLE

VEHICLE SALES

[illegible]

SOLD TO CITY OF SALEM

500 N JACKSON
ADDRESS _____

CITY, STATE SALEM, MO 65560

DATE _____

NEW OR USED

ENGINE NO.

09/20/2023

NEW

KEY
NOS.

10

INSURANCE COVERAGE INCLUDES

FIRE & THEFT ☐

☐ PUBLIC LIABILITY - AMT.

COLLISION - AMT.

DEDUCTIBLE

☐ PROPERTY DAMAGE - AMT.

GROUP

DESCRIPTION

PRICE

EQUIPPED AS PER STICKER

VEHICLE SELLING PRICE: 40,079.00

LIENHOLDER: N/A
N/A
N/A

PAYOFF TO: N/A
N/A

PAYOFF GOOD TIL: N/A

LOAN NO:

OPTIONAL EQUIPMENT AND ACCESSORIES

USED VEHICLE TRADED

YEAR	MAKE	MODEL	SERIAL NO.	ENGINE NO.
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N/A N/A N/A

N/A

Staff Summary Report

MEETING DATE:	September 26, 2023
AGENDA ITEM:	New and Miscellaneous Business
AGENDA TITLE:	T-Hangar Construction Contract

ACTION REQUESTED BY:	City Administrator
ACTION REQUESTED:	Approval of Construction Contract with BuildTec Construction, LLC for Construction of the 6-unit T-Hangar at Salem Memorial Airport K33
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

Approval of Aviation Project Consultant Agreement and Supplemental Agreement 1 between City and HW Lochner Inc. for T-hanger Construction at Airport was approved during the February 14, 2023, and August 8, 2023, Board of Alderman meetings respectively.

On July 11, 2023, the Board of Aldermen approved the bid from BuildTec Construction, LLC in the amount of \$624,900.00 from a total of 5 bids received for the project. The Engineer's Estimate was \$695,000.00.

PROCUREMENT

Request for Bids was advertised in The Salem News, on the City's Website Bids page, and through Drexel Technologies, Construction Plans pages (this is a construction plans clearing house that many companies that bid large projects use). Acceptance of Bids closed on Tuesday, May 30 at 11:00 am and bids were opened on that same day at 11:15 am at the City Hall Council Chambers.

FISCAL IMPACTS

This contract is to be paid from the Grant proceeds provided by MoDOT via the Federal Aviation Administration (FAA) and the Bipartisan Infrastructure Legislation (BIL). The Grant Application was previously approved by the Board of Aldermen on November 8, 2022.

Budget Account #560-501-70192 Capital Outlay – Hangar/Apron which currently has \$769,500.00 budgeted in the Airport Fund.

SUPPORT DOCUMENTS:	Contract Documents/Specifications for Salem Memorial Airport K33, MoDOT Project No. 23-066A-1, Construct 6 Unit T-Hangar
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DEPARTMENT'S RECOMMENDED MOTION: Move to approve the Contract with BuildTec Construction, LLC for the construction of the 6 Unity T-Hangars at Salem Memorial Airport K33 in the amount of \$624,900.00.

BILL NO. 3573

ORDINANCE NO. 3573

AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN AND EXECUTE AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI AND BUILDTEC CONSTRUCTION, LLC FOR THE CONSTRUCTION OF 6 T-HANGARS AT THE SALEM MEMORIAL AIRPORT (K33), STATE BLOCK GRANT PROJECT NO. 23-066A-1.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AS FOLLOWS:

Section 1.

The Mayor is hereby authorized to sign and execute on behalf of the City of Salem, Missouri an Agreement for \$624,900.00, between the City of Salem, Missouri and Buildtec Construction, LLC., for the construction of 6 T-Hangars at the Salem Memorial Airport (K33), according to terms as presented in “Exhibit A” incorporated herein.

Section 2.

This Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR THIS 26th DAY OF SEPTEMBER 2023.

APPROVED:

Greg Parker
Mayor

ATTEST:

APPROVAL AS TO FORM:

Tammy Koller
City Clerk

James Weber
City Attorney

“EXHIBIT A”

Please see the Presentation tab under Agendas and Minutes, 09/12/2023
Aldermen Meeting, on the City website for T-Hangar Contract
Documents/Specifications.