# August 30, 2023 Special Aldermen Meeting Packet

# **EXHIBIT A**

Recorded in Dent County, Missouri

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 \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_3 by and between Patsy Tackett, 103 E. 4<sup>th</sup> 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.

the day and year first written above.	
Satsy Dockett	Pats of Tackett  Typed or Printed Name and Title
Signature	Typed or Printed Name and Title
STATE OF <u>MrsSouri</u> )  COUNTY OF <u>Don't</u> )  ss.	
appeared Patsy Tackett, to me known to	, 20 <u>23</u> , before me personally be the person described in and who the d that they executed the same as their free act
IN TESTIMONY WHEREOF, I have seal at my office in Salem, Mo	ve hereunto set my hand and affixed my officia , the day and year above written
	NOTARY PUBLIC
My commission expires:	Rubber stamp seal:

(NOTARY SEAL)

STACEY HOUSTON
Notary Public - Notary Seal
STATE OF MISSOURI
Dent County
My Commission Expires: July 18, 2024
Commission # 16092048

# **EXHIBIT B**

Recorded in Dent County, Missouri

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

Instr #: 20230907

EASE Type: Pages: 2

Fee: \$27.00 S 20230000764

Recorder of Deeds

Document Title:

Permanent Sidewalk Easement

Grantor's Name(s): Grantee's Name:

Myrtle Marie Bottorf Trust Agreement

City of Salem, Missouri

## PERMANENT SIDEWALK EASEMENT

THIS INDENTURE, made on the About 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 guit 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 Follows	CURTS BOTTOUT TEXT Typed or Printed Name and Title
Attest: Solly Bulrally Signature	Sally Bushinder City Admi Typed or Printed Name and Title
STATE OF Missouri ) ss.	
On this day of April appeared Curtis Bottorf, to me known foregoing instrument, and acknowledged that and deed of the Myrtle Marie Bottorf Trust A	at they executed the same as the free act
	nereunto set my hand and affixed my official, the day and year above written.
NO	Stacey Houston
My commission expires: Rub	bber stamp seal:
NOTARY SEAL)	STACEY HOUSTON  lotary Public - Notary Seal  STATE OF MISSOURI  Dent County  mmission Expires: July 18, 2024  Commission # 16092048

# **EXHIBIT C**

# **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

Document Title:

Permanent Sidewalk Easement

Grantor's Name(s): Grantee's Name:

Parker's Properties LLC City of Salem, Missouri

## PERMANENT SIDEWALK EASEMENT

THIS INDENTURE, made on the 24<sup>+1</sup> day of \_\_\_\_\_\_\_\_, 20<sup>23</sup>, 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.

the day and year first written above.	
Parker's Properties LLC Signature	Typed or Printed Name and Title
Attest: Signature	Braxton Parker Member Typed or Printed Name and Title
STATE OF MISSOUYI)  COUNTY OF Dent)  On this 24 day of August  appeared Broxton Parker to me known to foregoing instrument, and acknowledged that and deed of the Parker's Properties LLC.	, 20 <u>23</u> , before me personally be the person described in and who the they executed the same as the free act
IN TESTIMONY WHEREOF, I have he	ereunto set my hand and affixed my officia

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

NOTARY PUBLIC

My commission expires:

3-2-25

Rubber stamp seal:

(NOTARY SEAL)

LAUREN ASHLEY SPICER Notary Public - Notary Seal Dent County - State of Missouri Commission Number 21909634 My Commission Expires Mar 2, 2025

# **EXHIBIT D**

# **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

Document Title:
Grantor's Name(s):

Permanent Sidewalk Easement Andrew M. and Ashlee R. Curley

Grantee's Name:

City of Salem, Missouri

#### PERMANENT SIDEWALK EASEMENT

THIS INDENTURE, made on the day of da

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 T

Andrew M. Curley
Typed or Printed Name and Title

Helle Coner yped or Printed Name and Title

STATE OF Minori ) ss COUNTY OF Dent )

On this day of d

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

Cynthia G. Deimund NOTARY PUBLIC

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

(NOTARY SEAL)



# **EXHIBIT E**

# **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 Higway 32 E

Salem, MO 65560

(from deed of acquisition)

PARCEL: 18

PURPOSE: Permanent Sidewalk Easement

DISCARD THIS PAGE PRIOR TO RECORDING

Document Title:

Permanent Sidewalk Easement

Grantor's Name(s): Grantee's Name: Shubell Properties, LLC City of Salem, Missouri

# PERMANENT SIDEWALK EASEMENT

THIS INDENTURE, made on the 25 day of 400 day 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 Comer 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 Delice	JOSEPH N. WEBBR Pages Typed or Printed Name and Title
Attest:	
Signature	Typed or Printed Name and Title
STATE OF Missouri ) ss.	
	be the person described in and who the they executed the same as the free act
	reunto set my hand and affixed my official i.e., the day and year above written.
NOTA	ristina Venable

My commission expires: 1/24/2027 Rubber stamp seal:

(NOTARY SEAL)



# **EXHIBIT F**

Recorded in Dent County, Missouri

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

Instr #: 20230906

Type: EASE Pages: 2

Fee: \$27.00 S 20230000764

SEAL

Cindy Edwards Ard
Recorder of Deeds

Document Title:

Permanent Sidewalk Easement William E. Bottorf Trust Agreement

Grantor's Name(s): Grantee's Name:

City of Salem, Missouri

# PERMANENT SIDEWALK EASEMENT

THIS INDENTURE, made on the \_\_\_\_\_\_\_, day of \_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_\_\_, 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	Sally Busbridge, City Administrator Typed or Printed Name and Title
STATE OF Missouri	
STATE OF <u>Missouri</u> ) ) ss. COUNTY OF <u>Dent</u> )	
appeared <u>Curbie Betterff,</u> to me kno	, 20 <u>3</u> , before me personally own to be the person described in and who the d that they executed the same as the free act Agreement.
IN TESTIMONY WHEREOF, I ha	ive hereunto set my hand and affixed my official
	the day and year above written.
	NOTARY PUBLIC
My commission expires: フーパープラン	Rubber stamp seal:
(NOTARY SEAL)	STACEY HOUSTON Notary Public - Notary Seal STATE OF MISSOURI Dent County My Commission Expires: July 18, 2024 Commission # 16092048

# **EXHIBIT G**

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 day of day of Mx d

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

Signature Effective	Typed or Printed Name and Title
Attest:	
Signature Command Signature	Typed or Printed Name and Title
STATE OF	
COUNTY OF $(1)$ ss.	
On thisday ofday of	, 20 before me personally own to be the person described in and who the d that they executed the same as the free act
	save hereunto set my hand and affixed my official hand, the day and year above written.
	NOTARY PUBLIC Jean Hollon
My commission expires:	Rubber stamp seal:
(NOTARY SEAL)	NOTARY PUBLIC - NOTARY SEAL STATE OF MISSOURI COMMISSION EVENESS ALL MY COMMISSION ALL MY COMMISSION EVENESS ALL MY COMMISSION EVENESS ALL MY COMMIS

ID #21001818

# **EXHIBIT H**

Document Title:

Permanent Sidewalk Easement

Grantor's Name(s): Grantee's Name:

Wisdom Drug LLC City of Salem, Missouri

## PERMANENT SIDEWALK EASEMENT

THIS INDENTURE, made on the 30th day of 50ne, 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	Typed or Printed Name and Title
Attest: Signature Signature	Typed or Printed Name and Title
COUNTY OF Dont ) ss.	
appeared Teel Wisdom, to me know	, 20 <u>3</u> , before me personally own to be the person described in and who the d that they executed the same as the free act
	eve hereunto set my hand and affixed my official, the day and year above written.
	NOTARY PUBLIC
My commission expires: 7-18-2-24 (NOTARY SEAL)	STACEY HOUSTON Notary Public - Notary Seal STATE OF MISSOURI Dent County My Commission Expires: July 18, 2024 Commission # 16092048

# **EXHIBIT I**

Document Title:
Grantor's Name(s):

Permanent Sidewalk Easement New Hope Haven Farm Trust

Grantee's Name:

City of Salem, Missouri

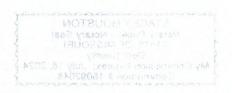
#### PERMANENT SIDEWALK EASEMENT

THIS INDENTURE, made on the 24th day of August, 2023, by and between 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 no instance is this agreement granting access to the interior of the building.

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

New Hope Haven Far	m Trust	
Signature Signature		Glenn Allen Hall Typed or Printed Name and Title
Attest:  Mask Yas  Signature	<u>M</u>	MARK WASH Typed or Printed Name and Title
STATE OF Misson	<u>(1)</u>	
COUNTY OF Dent	) ss. )	
Glenn Hall, to me	e known to be the person on the secuted the security and	, 20 <u>3</u> , before me personally appeared described in and who the foregoing the same as the free act and deed of the New
		to set my hand and affixed my official seal at e day and year above written.
	NOTAR	Havey Handler
My commission expires	3: Rubber	r stamp seal:
(NOTARY SEAL)	STACEY HOUSTON Notary Public - Notary Seal STATE OF MISSOURI Dent County fly Commission Expires: July 18, 20 Commission # 16092048	024

# **EXHIBIT J**

Document Title:

Permanent Sidewalk Easement

Grantor's Name(s): Grantee's Name:

Steve and Jill Wheeler City of Salem, Missouri

#### PERMANENT SIDEWALK EASEMENT

THIS INDENTURE, made on the day of da

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.	amere have educed these presents to be signed
Signature	Typed or Printed Name and Title
Signature	Jùi ∈ Wheeter  Typed or Printed Name and Title
	, 20 <u>2</u> , before me personally known to be the person described in and who liged that they executed the same as their free
	we hereunto set my hand and affixed my official to the day and year above written.  NOTARY PUBLIC
My commission expires: $8/9/26$	Rubber stamp seal:

(NOTARY SEAL)

FELECIA G DIXSON Notary Public - Notary Seal Phelps County - State of Missouri Commission Number 14886527 My Commission Expires Aug 9, 2026

# **EXHIBIT K**

Document Title:

Permanent Sidewalk Easement

Grantor's Name(s):

Nanci R. Wisdom

Grantee's Name: City of Salem, Missouri

#### PERMANENT SIDEWALK EASEMENT

THIS INDENTURE, made on the About day of About , 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.

IN\_WITNESS WHEREOF, the Grantors have caused these presents to be signed the day and year first written above. Typed or Printed Name and Title Signature STATE OF M; SSOUCI COUNTY OF Den On this <u>28</u> day of <u>10008t</u>, 20<u>23</u>, 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. NOTARY PUBLIC My commission expires: Rubber stamp seal: (NOTARY SEAL)

# **EXHIBIT L**

Recorded in Dent County, Missouri

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

Instr #: 20230910

Type: EASE Pages: 2

Fee: \$27.00 S 20230000764

SEAL

Cindy Edwards Ard
Recorder of Deeds

Document Title: Grantor's Name(s):

Permanent Sidewalk Easement 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 3000 , 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.

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

Salem Lodge No. 118 I.	D.O.F.		
Wehad Momen Signature		Michael Marsons Typed or Printed Nam	NOGE GR
Attest:			
Signature		Typed or Printed Nam	e and Title
STATE OF Missouri	_) ) ss. _)		
On this 13th day appeared Mchael Parso foregoing instrument, and and deed of the Salem Lo	<u>ns</u> , to me known to l acknowledged that	they executed the same	d in and who the
IN TESTIMONY W seal at my office in		reunto set my hand and , the day and ye	
	NOTA	Carrie & pas	tton
My commission expires:	7-28-2023 Rubbe	er stamp seal:	
(NOTARY SEAL)	CARRIE L PAT NOTARY PUBLIC - NO STATE OF MISS COMMISSIONED FOR I MY COMMISSION EXPIRE	TARY SEAL	

ID #15496926

# **EXHIBIT M**

# **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

Document Title:

Permanent Sidewalk Easement

Grantor's Name(s): Grantee's Name: 108 Commercial, LLC City of Salem, Missouri

#### PERMANENT SIDEWALK EASEMENT

THIS INDENTURE, made on the 13 day of 10 day of 203, 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.

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

108 Commercial, LLC Typed or Printed Name and Title Attest: STATE OF  $_{1}$ , 20 $\frac{23}{2}$ , before me personally appeared houles Coope, 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 Warren Mu, the day and year above written. NOTARY PUBLIC My commission expires: 2013/2003 Rubber stamp seal:

(NOTARY SEAL)

FRANCESCA PIOVESANA Notary Public – State of Michigan

County of Macomb My Commission Expires Dea Acting in the County of

# **EXHIBIT N**

# **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

Document Title:

Permanent Sidewalk Easement

Grantor's Name(s): Grantee's Name: Larry and Linda Edwards City of Salem, Missouri

#### PERMANENT SIDEWALK EASEMENT

THIS INDENTURE, made on the day of da

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.

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

Signature Edwards	Typed or Printed Name and Title
Signature	Typed or Printed Name and Title
STATE OF MO ) ss.	
appeared Larry and Linda Edwards, to m	, 2023, before me personally ne known to be the person described in and owledged that they executed the same as their
	ve hereunto set my hand and affixed my official, the day and year above written.
	NOTARY PUBLIC Sean Howa
My commission expires:	Rubber stamp seal:
(NOTARY SEAL)	TAMMY JEAN KOLLER NOTARY PUBLIC - NOTARY SEAL STATE OF MISSOURI COMMISSIONED FOR DENT COUNTY MY COMMISSION EXPIRES AUG 28, 2025

ID #21001818

# **EXHIBIT O**

Recorded in Dent County, Missouri

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

Instr #: 20230905

Type: EASE Pages: 2

Fee: \$27.00 S 20230000764

SEAL

Cindy Edwards Ard

Recorder of Deeds

Document Title: Grantor's Name(s): Grantee's Name: Permanent Sidewalk Easement Over The Edge Enterprises, LLC

City of Salem, Missouri

#### PERMANENT SIDEWALK EASEMENT

THIS INDENTURE, made on the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 20\_23, by and between **Over The Edge Enterprises, LLC**, 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.

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

Over The Edge Enterprises, LLC	
Signature Signature	Typed or Printed Name and Title
Attest:	
Signature Signature	Typed or Printed Name and Title Pa
STATE OF MISSOUM) ss.	
COUNTY OF Christian) ss.	an Pagil San San San
On this day of appeared tisa #\$ to me known to	, 20 <u></u> , before me personally
appeared <u>Sames &amp; Lisa</u> Hoto me known to foregoing instrument, and acknowledged that the and deed of the Over The Edge Enterprises, L	hey executed the same as the free act
IN TESTIMONY WHEREOF, I have her	eunto set my hand and affixed my official
seal at my office in	
NOTA	Michelle R DOSS
My commission expires: Rubbe	r stamp seal:
July 22, 2023	- Magadi Magadi Magadi Magadi Magadi Sang <u>Magadi</u> Magadi Magadi Magadi
(NOTARY SEAL)	MICHELLE R DOSS Notary Public - Notary Seal STATE OF MISSOURI Christian County My Commission Expires: Jul. 22, 2023 Commission # 19011919

# **EXHIBIT P**

Recorded in Dent County, Missouri

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

Instr #: 20230909

Type: EASE Pages: 4

Fee: \$33.00 S 20230000764

SEAL

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 40 (1), 203, 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.

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

Signature Stant	Typed or Printed Name and Title
	, 20 <u>3</u> 3 before me personally be the person described in and who the that they executed the same as their free act
	ve hereunto set my hand and affixed my official , Mo, the day and year above written.
	NOTARY PUBLIC
My commission expires:	Rubber stamp seal:

(NOTARY SEAL)



8,26,2023

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

Şignature	Typed or Printed Name and Title
STATE OF <u>MISSOURI</u> )  COUNTY OF Howell  ) ss.	
On this day of April appeared Robert V. Cooper, to me know	, 20 <u>23</u> , before me personally on to be the person described in and who the did that they executed the same as their free act
IN TESTIMONY WHEREOF, I has seal at my office in west Plains,	ve hereunto set my hand and affixed my official, the day and year above written.
	NOTARY PUBLIC
My commission expires: $8,36,3033$	Rubber stamp seal:

(NOTARY SEAL)



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

Mussell aw

Rugsell 6 ant
Typed or Printed Name and Title

STATE OF MISSOURD ) ss.

On this <u>Joth</u> day of <u>April</u>, 20<u>J</u>, 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.

NOTARY PUBLIC

My commission expires:

8,26,2023

Rubber stamp seal:



# **EXHIBIT Q**

Document Title:

Permanent Sidewalk Easement

Grantor's Name(s):

Balcof, LLG Sylvia Self

Grantee's Name:

City of Salem, Missouri

#### PERMANENT SIDEWALK EASEMENT

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.

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

Sylvia Self

(NOTARY SEAL)

Typed or Printed Name and Title Attest: Signature Typed or Printed Name and Title STATE OF MASOUR COUNTY OF DAM On this 23 day of 4, 20 3 before me personally appeared 4, 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 Balcof, LLC. Sylvia Seff. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official  $M_1 S S M M_2$ , the day and year above written. My commission expires: Rubber stamp seal: 5.25.20211 AMANDA DUNCAN Notary Public - Notary Seal STATE OF MISSOURI

**Dent County** 

My Commission Expires: 05-25-2026

# **EXHIBIT R**

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.

TO HAVE AND TO HOLD the same with all rights, immunities, privileges and appurtenances thereto belonging unto Grantee and its successors and assigns forever, for purposes of establishing, keeping and operating a permanent sidewalk for public use on the above-described land forever. Notwithstanding any other provision of this document, Grantee shall not modify, alter or damage any structure, building, fixture or equipment, or any part thereof, owned by Grantor, including, but not limited to, basements located underneath an existing sidewalk; and electric fixtures and equipment installed in an existing sidewalk for melting snow and ice. Grantor reserves all right, title and interest in and to the above-described land subject to the permanent sidewalk easement granted to Grantee herein. Grantor shall have the right to use said land in any manner that does not unreasonably hinder the public use of said easement. The easement granted herein shall run with the land and shall inure to and be binding upon the successors in title of the respective parties.

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.

BANK OF SALEM,

Grantor

Attest:

S.N. Ball, Secretary

Scott D. Ball, President

STATE OF MISSOURI )

) ss.

COUNTY OF DENT

On this 28<sup>th</sup> 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 Coun

Commissioned for Dent County
My Commission Expires: December 04, 2026
ID #22094250

Notary Public