ENCROACHMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2021, by and between Jeff Neal hereinafter referred to as "Owner" and the City of Joplin, Missouri, a Municipal Corporation, hereinafter referred to as "City".

RECITALS

1. Jeff Neal is the owner of the tract of property generally located at 512-520 S. Virginia, Joplin, Jasper County, Missouri, abutting City right-of-way, said City right-of-way being described as:

   > The South eight (8) feet of the north twenty-one (21) feet of Lot 72 in Porter's Addition to Murphysburg, now a part of the City of Joplin, extending thirty-three (33) feet from the Virginia Avenue on the east to 23 feet from the Porter Alley on the west.

2. The owner wishes to encroach the side alley to allow for entrance to the Pennington Building. The encroachment would be Seventy-Six (76) feet long and extend eight (8) feet into the alley right-of-way.

3. In consideration of the sum of One Dollar ($1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the City grants Owner, his/her heirs, successors and assigns, the ability to maintain the encroachment as described herein and as illustrated on the attached Exhibit "A" (map).

4. Owner and his/her heirs, successors, and assigns agree that City shall not be held liable for any damage to property or structures located within the encroachment due to normal maintenance or repair activities of the City of its assigns. The owner and his/her heirs, successors, and assigns, agree to indemnify and hold harmless the City, its officers, employees, agents, and the members of the City Council from any and all liability claims, suits, actions, damages, costs, or other consequences resulting from the encroachment and use thereof.

5. Nothing herein shall grant unto Owner or his/her heirs, successors, or assigns, the right to extend the encroachment beyond the area described above, although Owner shall maintain the same in compliance with the Code of Ordinances of the City of Joplin.

6. In the event City determines that the encroachment described herein materially impacts upon the City's or general public's ability to utilize City's property, Owner agrees, at their sole and exclusive cost, to move or otherwise remove such encroachment described herein so that it no longer encroaches upon City's right-of-way, within sixty (60) days after notification by City.

7. The provisions herein shall operate as a covenant running with the land.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement, this _____ day of _____, 2021.

CITY OF JOPLIN, MISSOURI

A Municipal Corporation

By: _____
David Hertzberg
Director of Public Works

By: _____
Owner

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

On this _____ day of _____, 2021, before me personally appeared _____, to me known to the be the persons described in and who acknowledge that he or she, as Owner, executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in my office in Joplin, Missouri, the day, and year last above written.

_____
Notary Public

My Commission Expires:

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

On this _____ day of _____, 2021, before me personally appeared David Hertzberg, to me personally known, who being by me duly sworn did state that he is the Director of Public Works of the City of Joplin, Missouri, that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation, and that the instrument was signed on behalf of said corporation by authority of its City Council pursuant to Ordinance No. _____ ___, passed by the City Council of the City of Joplin, Missouri, on _____ for the consideration stated therein and no other, and the said Director of Public Works acknowledges said instrument to be the free act and deed of said corporation.

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

_____
Notary Public

My Commission Expires:

IN THE RECOREDER'S OFFICE

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

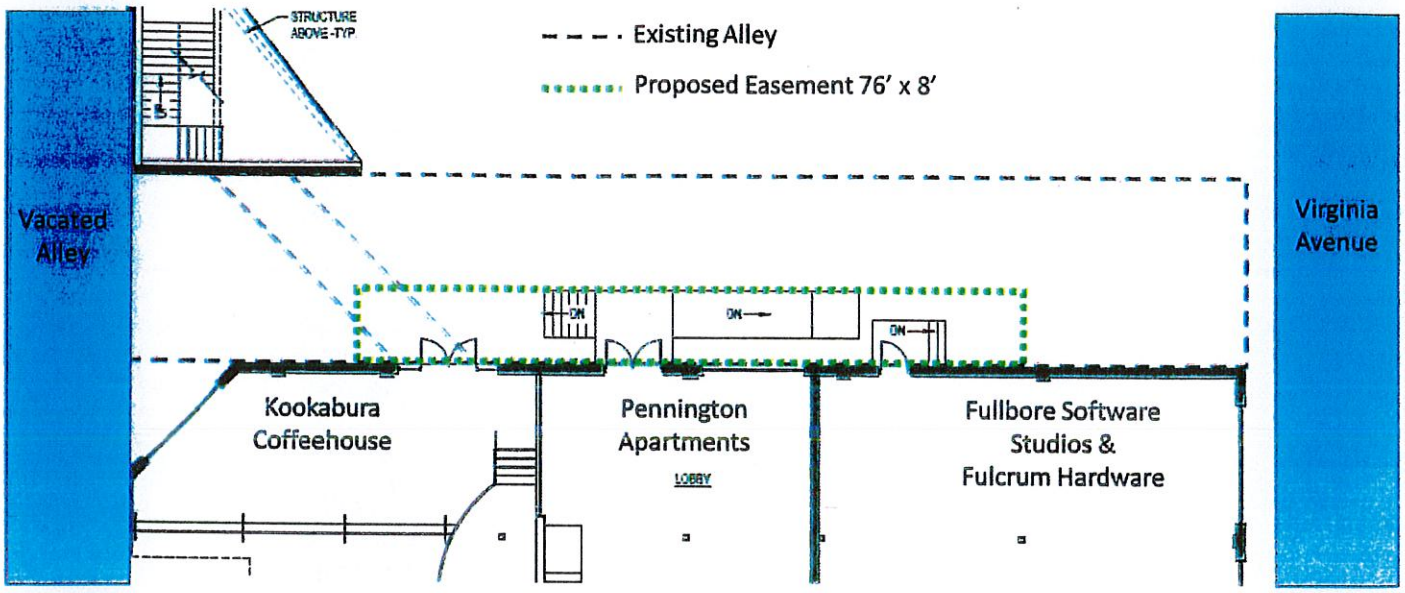
I, _____ Recorder of Deeds of Jasper County, do hereby certify that the within instrument of writing was, with the certificate thereon, at _____ o'clock and __ _____ minutes on __ M. on the _____ day of _____, 2021, duly filed for record in this office, and is recorded in the records of this office in Book _____ at Page _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at __ _____, this _____ day of _____, 2021.

RECORDER

By: _____

EXHIBIT A



200 Block Commons, LLC: Easement Request for Pennington Apartments Development