CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-170 - Agreement for Sewer Relocation (Molandco, Inc.)

MEETING DATE
November 16, 2020

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
CB 2020-170 Ordinance; Location Map; Exhibit Photos; Agreement with Molandco, Inc.

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves an Agreement with Molandco, Inc. for Sewer Relocation.

BACKGROUND
When the Baker's Branch parallel sewer mains were originally constructed between the 1920s and 1970s, they were placed on the west side of a low-flow creek in undeveloped land. Then, in the mid-1990s, a residential subdivision was built on the east side of the creek, along with the Water's Edge lake. Access for maintenance and expansion of the parallel system were easily accomplished. Now however, with a subdivision being constructed on the west side of the lake, that access is being restricted. If the sewer easement remains in its current location, it is likely that routine and emergency maintenance activities will be hampered by the close proximity to the houses and anticipated landscaping, as corroborated in the attached exhibit photos. Additionally, the current easement location does not lend itself well to a future parallel line, which staff anticipate will eventually be needed as development occurs northwards and eastwards within the basin. The exhibit photos show the likely hindrances to construction of a future parallel line across residential properties in this neighborhood. City staff analyzed the likely costs and benefits of re-routing the sewer easement between the new lots and the lake, accounting for the typical landscaping and concrete u-shaped driveways found within this same neighborhood. Staff evaluated the likely benefits to taxpayers if the easement were re-routed now, versus leaving it to cross residential lots diagonally. During construction of a future parallel line within the existing easement, replacement of the anticipated driveways and landscaping improvements would likely increase the cost for that work to such an extent that staff see a positive benefit for every dollar spent now to re-route the sewer easement. Also, during certain types of maintenance work involving vehicular traffic, the City would likely incur similar types of costs. After receiving input from City operations, staff recommends that the sewer easement be relocated now between the lake and the new lots, rather than cutting diagonally across them. By doing so at this time, benefits should be experienced by local residents in the near future, and to the taxpayers over the coming decades. The City's access needs for maintenance and future expansion will be preserved, and certain costs and challenges can be avoided in the current easement, including a reduction in nuisance to the future homeowners along the west side of the lake. When staff

presented a 40/60 cost-sharing agreement to Molandco, the developer was willing to pay its 60% share ($57,454.80) in cash. The City's 40% share ($38,303.20) is encompassed within the construction agreement along this rerouted alignment. The new permanent easement will match the 30-foot width of the existing easement, to allow for a future parallel gravity pipeline.

FUNDING SOURCE

The sanitary sewer fund, and payment in cash from MOLANDCO.

RECOMMENDATION

Staff recommends adoption of this Council Bill as a non-emergency ordinance.

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and MOLANDCO, Inc., a Missouri Corporation, hereinafter referred to as "MOLANDCO."

WHEREAS, MOLANDCO owns certain real property located in Joplin, Missouri, legally described in Deed Book 1786 at page 192 and Deed Book 2212 at page 735, attached hereto and incorporated by reference as Exhibits A.1 and A.2 (hereinafter referred to as "the Property"); and,

WHEREAS, City owns and uses a sanitary sewer easement across the Property, legally described in Deed Book 907 at page 599, Deed Book 920 at page 172, and Deed Book 1194 at page 2525, attached hereto and incorporated by reference as Exhibits B.1, B.2, and B.3; and

WHEREAS, City is currently improving said sanitary sewer easement across the Property; and

WHEREAS, MOLANDCO desires to relocate said sanitary sewer easement in order to develop the Property, a copy of the proposed relocated sanitary sewer easement being attached hereto and incorporated by reference as Exhibit C.

NOW THEREFORE, the parties do hereby agree as follows:

1. Responsibilities of City: City agrees to pay for additional engineering and construction costs associated with the sanitary sewer easement relocation in the not to exceed price of $38,303.20.

2. Responsibilities of MOLANDCO: MOLANDCO agrees to pay for the balance of additional engineering and construction costs associated with the sanitary sewer easement relocation, which are currently estimated at $57,454.80. MOLANDCO also agrees to execute the permanent sanitary sewer and temporary construction easements attached hereto and incorporated by reference as Exhibits C and D. MOLANDCO further agrees to pay for any and all application fees associated with vacating any existing easements and establishing any new easements related to this Agreement, including Exhibits C and D. MOLANDCO agrees to pay for the costs associated with recording any easements or vacations related to this Agreement, including Exhibits C and D.

3. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall

be binding unless first reduced to writing and executed with the same formality as this Agreement.

4. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties.

5. Compliance with Law. MOLANDCO, its employees, agents, successors, and assigns, shall comply with all laws at all times, including the Missouri Revised Statutes and the City of Joplin Code of Ordinances.

6. Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

7. Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance.

8. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.

9. Indemnification. MOLANDCO hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses, including reasonable attorney's fees, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be City, its agents or employees, or MOLANDCO, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement.

10. Severability. The clauses of this Agreement are independent and several and should any part or portion of this Agreement be adjudicated to be void, this finding shall have no effect upon the remaining body of the Agreement, and it shall remain in full force and effect.

11. Waiver. City's rights under this Agreement shall not be affected by its prior failure to require the performance by MOLANDCO, nor shall the waiver by City of a breach of any term hereof constitute a waiver of any succeeding breach of the same or any other term or

constitute a waiver of the term itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this Agreement.

12. Termination. City may terminate this Agreement at any time, without cause.

13. Effective Date. This Agreement shall be in full force and effect after passage of an appropriate ordinance by City.

IN WITNESS THEREOF, this Agreement is executed this _____ day of _____, 2020.

CITY OF JOPLIN

_____
Nicholas Edwards
City Manager

ATTEST:

_____
Barbara J. Gollhofer
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney

MOLANDCO, INC.

_____
MOLANDCO, Inc.
By: Allyn Burt
Its:

STATE OF _____)
) ss.
COUNTY OF _____)

Now on this _____ day of _____, 2020 before me, a Notary Public, personally appeared _____, to me personally known, who being by me duly sworn did say that he is the _____ of MOLANDCO, Inc., a Missouri Corporation, and that the seal affixed to the forgoing instrument is the 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 _____ acknowledged 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 the day and year last above written.

_____
Notary Public (type or print name)

My Commission Expires:

Exhibit A.1

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5/9/2003 11:29:41 AM

03-11599

BOOK: 1786

PAGE: 192-201

STATE OF MISSOURI
COUNTY OF JASPER
RECORDER'S CERTIFICATION

Donna Grove

RECORDER OF DEEDS

General Warranty Deed

(Corporation)

This Deed, made and entered into on MAY 6, 2003, by and between **Grantor:** U.S. Bank, N.A. (successor in interest to Mercantile Bank of Western Missouri and to Firstar Bank, N.A.), organized and existing under the laws of the United States of America with its principal office in the COUNTY of JASPER, State of MISSOURI, whose address is 402 MAIN ST., JOPLIN, MO 64801 and **Grantee(s):** Molandco, Inc., a Missouri Corporation of the COUNTY of JASPER, State of MO. **Mailing Address of the Grantee(s):** 1010 E. 20TH ST., JOPLIN MO 64804

Witnesseth, that the Grantor, for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration paid by the said Grantee(s), the receipt of which is hereby acknowledged, does by these presents ***Grant, Bargain and Sell, Convey and Confirm*** unto the Grantee(s), the following described Real Estate, situated in the County of Jasper, and State of Missouri, to-wit:

***SEE EXHIBIT "A" ATTACHED FOR LEGAL DESCRIPTION.

HAWKINS

File No.: 193771

Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning law or ordinance affecting the herein described property.

To Have and To Hold the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s) and to the heirs and assigns of such Grantee(s) forever.

The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will ***Warrant and Defend*** the title to the premises unto the Grantee(s), and to the successors and assigns of such Grantee(s) forever, against the lawful claims of all persons claiming by, through or under Grantor(s) but none other excepting, however, the general taxes for the calendar year 2003 and thereafter, and special taxes becoming a lien after the date of this deed.

In Witness Whereof, the Grantor has executed these presents the day and year first above written.

U.S. BANK, N.A.

By: Clifford E. Wert
Senior Vice-President

State of Missouri)
) ss
County of Jasper)

On May 6, 2003, before me personally appeared Clifford E. Wert, to me personally known, who, being by me duly sworn, did say that he is the Senior Vice-President of U.S. Bank, N.A.*, a Corporation of the State of Missouri, and that the said instrument was signed in behalf of said Corporation, by authority of its Board of Directors; and said Clifford E. Wert acknowledged said instrument to be the free act and deed of said Corporation. *Successor in interest to Mercantile Bank of Western Missouri, and to Firstar Bank, N.A.

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

Marilyn M. Edwards

Marilyn M. Edwards, Notary Public

My term expires: 10/01/04

MARILYN M. EDWARDS
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI, JASPER COUNTY
My Commission Expires: 10-1-2004

EXHIBIT 'A'

TRACT 1:
ALL OF LOTS NUMBERED TWO HUNDRED THIRTEEN (213), TWO HUNDRED FOURTEEN (214), AND TWO HUNDRED FIFTEEN (215), IN ROYAL HEIGHTS SUB-DIVISION, TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

TRACT 2:
ALL OF LOT NUMBERED EIGHT HUNDRED SIXTY-SIX (866) AND EIGHT HUNDRED SIXTY-SEVEN (867), IN CASTLE ROCK SUB-DIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

TRACT 3:
ALL OF WATER'S EDGE RE-PLAT UNIT NO. 1, EXCEPT LOTS NUMBERED ONE (1) THROUGH SIX (6), INCLUSIVE, AND EXCEPT LOT NUMBERED THIRTY-ONE (31), IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, AND EXCEPT THAT CERTAIN PARCEL OR TRACT OF LAND LOCATED IN SECTION 36, TOWNSHIP 28 NORTH, RANGE 33 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF WATERS EDGE RE-PLAT UNIT NO. 1: THENCE SOUTH 89 DEGREES 58 MINUTES 34 SECONDS WEST ALONG THE SOUTH LINE OF SAID WATERS EDGE RE-PLAT UNIT NO. 1, A DISTANCE OF 203.00 FEET; THENCE NORTH 70 DEGREES 43 MINUTES 35 SECONDS WEST, 66.30 FEET FOR A POINT OF BEGINNING;
THENCE CONTINUING NORTH 70 DEGREES 43 MINUTES 35 SECONDS WEST, 106.43 FEET TO A POINT OF NON-TANGENT CURVATURE TO THE LEFT; THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 249.32 FEET, A CENTRAL ANGLE OF 23 DEGREES 46 MINUTES 18 SECONDS, AN ARC DISTANCE OF 103.44 FEET, ALONG A CHORD BEARING NORTH 13 DEGREES 46 MINUTES 22 SECONDS EAST TO A POINT OF REVERSE CURVATURE TO THE RIGHT; THENCE ALONG SAID REVERSE CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 93 DEGREES 33 MINUTES 35 SECONDS, AN ARC DISTANCE OF 24.49 FEET, ALONG A CHORD BEARING NORTH 48 DEGREES 40 MINUTES 00 SECONDS EAST TO A POINT OF COMPOUND CURVATURE TO THE RIGHT; THENCE ALONG SAID COMPOUND CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 16 DEGREES 49 MINUTES 53 SECONDS, AN ARC DISTANCE OF 52.88 FEET, ALONG A CHORD BEARING SOUTH 76 DEGREES 08 MINUTES 15 SECONDS EAST TO A POINT OF REVERSE CURVATURE TO THE LEFT; THENCE ALONG SAID REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 420.00 FEET, A CENTRAL ANGLE OF 05 DEGREES 52 MINUTES 07 SECONDS, AN ARC DISTANCE OF 43.02 FEET, ALONG A CHORD BEARING SOUTH 70 DEGREES 39 MINUTES 22 SECONDS EAST; THENCE SOUTH 14 DEGREES 42 MINUTES 03 SECONDS WEST, 126.60 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES.

EXCEPT:

Initials: _____ _____

(1) COMMENCING AT THE SOUTHWEST CORNER OF LOT 6, WATER'S EDGE REPLAT UNIT 1, JASPER COUNTY, MO. THENCE SOUTH 0 DEGREES, 19 MINUTES, 21 SECONDS EAST ALONG THE WEST LINE OF LOT 2 SHANER PARK ACRES 15 FEET TO THE POINT OF BEGINNING. THENCE NORTH 35 DEGREES 20 MINUTES 10 SECONDS WEST 40.69 FEET. THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 222. FEET AND CENTRAL ANGLE OF 25 DEGREES, 19 MINUTES, 18 SECONDS AN ARC LENGTH OF 98.11 FEET. THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 228. FEET AND CENTRAL ANGLE OF 6 DEGREES, 6 MINUTES, 51 SECONDS AN ARC LENGTH 24.33 FEET. THENCE SOUTH 53 DEGREES 0 MINUTES EAST 84.10 FEET. THENCE SOUTH 0 DEGREES, 0 MINUTES EAST 69.76 FEET TO THE SOUTH LINE OF LOT 2 SHANER PARK ACRES. THENCE SOUTH 89 DEGREES, 50 MINUTES 13 SECONDS WEST 127.68 FEET TO THE POINT OF BEGINNING. EXCEPT THAT PART OF THE ABOVE DESCRIBED TRACT KNOWN AS LOT 6 IN WATER'S EDGE REPLAT UNIT 1 AND BEING SUBJECT TO EASEMENTS, RIGHT OF WAYS AND RESERVATIONS OF RECORD.

(2) THAT PART OF THE COMMON AREA AS PLATTED IN WATER'S EDGE RE-PLAT UNIT NO.1, IN THE CITY OF JOPLIN, SECTION 36, TOWNSHIP 28, RANGE 33, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 4 IN SAID WATER'S EDGE RE-PLAT UNIT NO. 1, THENCE SOUTH 83 DEGREES 17 MINUTES 53 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT IF EXTENDED, 10.07 FEET, THENCE NORTH 4.94 FEET, THENCE NORTH 53 DEGREES WEST 84.10 FEET, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 228 FEET AN ARC DISTANCE OF 197.80 FEET ON A CHORD OF NORTH 64 DEGREES 03 MINUTES 27 SECONDS EAST 191.66 FEET, THENCE SOUTH 3 DEGREES, 57 MINUTES, 52 SECONDS WEST 66.48 FEET, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 220 FEET AN ARC DISTANCE OF 15.03 FEET ON A CHORD OF SOUTH 1 DEGREE 54 MINUTES 11 SECONDS WEST 15.03 FEET, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50 FEET AND ARC DISTANCE OF 58.40 FEET ON A CHORD OF SOUTH 26 DEGREES, 47 MINUTES WEST 55.14 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4, THENCE SOUTH 83 DEGREES 17 MINUTES 53 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 65.60 FEET TO THE POINT OF BEGINNING EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD-RIGHT-OF-WAY, ALSO BEING SUBJECT TO OTHER RIGHT-OF-WAYS, EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

AND EXCEPT THE FOLLOWING TRACTS:

A: COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID LOT NUMBERED THREE (3), THENCE NORTH 24 DEGREES 54 MINUTES 18 SECONDS EAST ALONG THE EASTERLY LINE OF LOT NUMBERED THREE (3), 1.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 24 DEGREES 54 MINUTES 18 SECONDS EAST, 6.78 FEET; THENCE SOUTH 05 DEGREES 57 MINUTES 35 SECONDS EAST, 5.84 FEET; THENCE SOUTH 84 DEGREES 21 MINUTES 49 SECONDS WEST; 3.48 FEET TO THE POINT OF BEGINNING.

B: COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID LOT NUMBERED THREE (3); THENCE SOUTH 89 DEGREES 50 MINUTES 13 SECONDS WEST ALONG THE SOUTH LINE OF LOT NUMBERED THREE (3); 37.51 FEET; THENCE CONTINUING ALONG THE SOUTH LINE SOUTH 89 DEGREES 50 MINUTES 13 SECONDS WEST, 16.44 FEET; THENCE SOUTH 06 DEGREES 39 MINUTES 31 SECONDS EAST, 7.08 FEET; THENCE NORTH 84 DEGREES 25 MINUTES 39 SECONDS EAST, 16.27 FEET; THENCE NORTH 05 DEGREES 57 MINUTES 35 SECONDS WEST, 5.53 FEET TO THE POINT OF BEGINNING.

C: COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT NUMBERED THREE (3); THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, A DISTANCE OF 12.35 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 13 DEGREES 46 MINUTES 47 SECONDS EAST, 30.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE TO THE LEFT A

Initials: _____ _____

DISTANCE OF 7.62 FEET; THENCE NORTH 05 DEGREES 44 MINUTES 04 SECONDS WEST, 7.20 FEET; THENCE SOUTH 83 DEGREES 49 MINUTES 06 SECONDS WEST, 2.54 FEET TO THE POINT OF BEGINNING.

D: COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT NUMBERED THREE (3); THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, A DISTANCE OF 38.08 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 28 DEGREES 31 MINUTES 09 SECONDS EAST, 92.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE TO THE LEFT A DISTANCE OF 5.28 FEET; THENCE NORTH 05 DEGREES 57 MINUTES 35 SECONDS WEST, 3.57 FEET; THENCE SOUTH 84 DEGREES 02 MINUTES 25 SECONDS WEST, 3.89 FEET TO THE POINT OF BEGINNING.

E: ALL THAT PART OF THE COMMON AREA IN WATERS EDGE RE-PLAT UNIT NO. 1 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH CORNER OF LOT NUMBERED THREE (3) IN SAID WATER'S EDGE RE-PLAT UNIT NO. 1; THENCE NORTH 83 DEGREES 17 MINUTES 53 SECONDS EAST, 10.00 FEET; THENCE PARALLEL TO THE NORTHEASTERLY PROPERTY LINE CURVE, ON A CURVE TO THE LEFT HAVING A RADIUS OF 40 FEET; THENCE ALONG SAID CURVE 63.44 FEET; THENCE SOUTH 7 DEGREES 12 MINUTES 4 SECONDS EAST, 39.76 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 13 SECONDS WEST, 125.00 FEET; THENCE NORTH 15.00 FEET TO THE SOUTHWEST CORNER OF LOT 3, THENCE SOUTH 89 DEGREES 50 MINUTES 13 SECONDS WEST, 85.00 FEET TO THE SOUTHEAST CORNER OF LOT 3, THENCE NORTH 24 DEGREES 54 MINUTES 18 SECONDS EAST, 20.79 FEET TO THE EAST CORNER OF LOT 3; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 50 FEET (ALSO THE NORTHEASTERLY PROPERTY LINE CURVE OF LOT 3); THENCE ALONG SAID CURVE 50.96 FEET TO THE POINT OF BEGINNING.

F: ALL THAT PART OF THE COMMON AREA IN WATER'S EDGE RE-PLAT UNIT NO. 1, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHERLY CORNER OF LOT THIRTY-ONE (31) IN SAID WATER'S EDGE RE-PLAT UNIT NO. 1; THENCE SOUTH 36 DEGREES 46 MINUTES 54 SECONDS WEST, 113.96 FEET; THENCE SOUTH 66 DEGREES 26 MINUTES 08 SECONDS EAST PARALLEL TO THE SOUTHWESTERLY LINE OF SAID LOT 31, 126.95 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET; THENCE ALONG SIDE CURVE 18.03 FEET; THENCE NORTH 27 DEGREES 27 MINUTES 59 SECONDS EAST PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 31, 60.29 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 699.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT 26.94 FEET; THENCE NORTH 60 DEGREES 19 MINUTES 25 SECONDS WEST, 28.00 FEET TO THE EASTERLY CORNER OF SAID LOT 31 AND A POINT ON A NON-TANGENT CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF SOUTH 28 DEGREES 34 MINUTES 32 SECONDS WEST, 28.04 FEET; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 727.00 FEET, A DISTANCE OF 28.04 FEET; THENCE 27 DEGREES 27 MINUTES 59 SECONDS WEST, 45.34 FEET TO SOUTHERLY CORNER OF SAID LOT 31, THENCE NORTH 66 DEGREES 25 MINUTES 08 SECONDS WEST, 92.00 FEET; THENCE NORTH 27 DEGREES 44 MINUTES 25 SECONDS EAST, 83.16 FEET TO THE POINT OF BEGINNING.

G: THAT CERTAIN PARCEL OR TRACT OF LAND LOCATED IN SECTION 36, TOWNSHIP 28 NORTH, RANGE 33 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF WATER'S EDGE RE-PLAT UNIT NO. 1, THENCE SOUTH 89 DEGREES 58 MINUTES 34 SECONDS WEST ALONG THE SOUTH LINE OF SAID WATER'S EDGE RE-PLAT UNIT NO. 1, A DISTANCE OF 203.00 FEET; THENCE NORTH 70 DEGREES 43 MINUTES 35 SECONDS WEST, 66.30 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 70 DEGREES 43 MINUTES 35 SECONDS WEST, 106.43 FEET TO A POINT OF NON-TANGENT CURVATURE TO THE LEFT, THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 249.32 FEET,

Initials: _____ _____

A CENTRAL ANGLE OF 23 DEGREES 46 MINUTES 18 SECONDS, AN ARC DISTANCE OF 103.44 FEET, ALONG A CHORD BEARING NORTH 13 DEGREES 46 MINUTES 22 SECONDS EAST TO A POINT OF REVERSE CURVATURE TO THE RIGHT; THENCE ALONG SAID REVERSE CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 93 DEGREES 33 MINUTES 35 SECONDS, AN ARC DISTANCE OF 24.49 FEET, ALONG A CHORD BEARING NORTH 48 DEGREES 40 MINUTES 00 SECONDS EAST TO A POINT OF COMPOUND CURVATURE TO THE RIGHT; THENCE ALONG SAID COMPOUND CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 16 DEGREES 49 MINUTES 53 SECONDS, AN ARC DISTANCE OF 52.88 FEET, ALONG A CHORD BEARING SOUTH 76 DEGREES 08 MINUTES 15 SECONDS EAST TO A POINT OF REVERSE CURVATURE TO THE LEFT, THENCE ALONG SAID REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 420.00 FEET, A CENTRAL ANGLE OF 05 DEGREES 52 MINUTES 07 SECONDS, AN ARC DISTANCE OF 43.02 FEET, ALONG A CHORD BEARING SOUTH 70 DEGREES 39 MINUTES 22 SECONDS EAST, THENCE SOUTH 14 DEGREES 42 MINUTES 03 SECONDS WEST 126.60 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES.

H: ALL OF LOT NUMBERED ONE HUNDRED THIRTY-FIVE (135) IN WATER'S EDGE UNIT NUMBER 3, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

I: ALL OF LOT NUMBERED ONE HUNDRED THIRTY-THREE (133) IN WATER'S EDGE UNIT NUMBER 3, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

J: ALL OF LOTS NUMBERED ONE HUNDRED THIRTY-FOUR (134) AND ONE HUNDRED THIRTY-SIX (136) IN WATER'S EDGE UNIT NUMBER 3, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

K: TRACT K1:
ALL THAT PART IN WATER'S EDGE RE-PLAT UNIT NUMBER ONE (1), IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT TEN (10) IN SAID WATER'S EDGE RE-PLAT UNIT NUMBER ONE, THENCE NORTH 66 DEGREES 13 MINUTES 20 SECONDS WEST, 78.49 FEET TO THE EASTERLY SIDE OF THE WATER'S EDGE BOULEVARD RIGHT-OF-WAY, THENCE PARALLEL TO WATER'S EDGE BOULEVARD, ON A CURVE TO THE LEFT HAVING A RADIUS OF 655.00 FEET, 120.17 FEET, TO THE NORTH SIDE OF LAKESIDE COURT, A/K/A TRANQUIL WATERS COURT RIGHT-OF-WAY, THENCE PARALLEL TO LAKESIDE COURT, A/K/A TRANQUIL WATERS COURT ON A CURVE TO THE LEFT HAVING A RADIUS OF 323.27 FEET, A DISTANCE OF 90.29 FEET, THENCE NORTH 29 DEGREES 13 MINUTES 50 SECONDS EAST 114.45 FEET TO THE POINT OF BEGINNING, SUBJECT TO A GENERAL SIDEWALK AND PARKING EASEMENT, SUBJECT TO ANY EXISTING EASEMENTS OR RESTRICTIONS OF RECORD, AND RESERVING ALL RIGHTS OF THE COMMON AREA AND UTILITY EASEMENTS AS SHOWN ON THE RECORDED PLAT OF WATER'S EDGE RE-PLAT UNIT NUMBER 1 AND CONTAINED IN ANY RESTRICTIONS RECORDED WITH SAID PLAT.
(ALSO KNOWN AS LOT 9 IN WATER'S EDGE UNRECORDED RE-PLAT II)

TRACT K2:

Initials: _____ _____

ALL THAT PART IN WATER'S EDGE RE-PLAT UNIT NUMBER ONE (1), IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT SIXTEEN (16) IN SAID WATER'S EDGE RE-PLAT UNIT NUMBER ONE, THENCE NORTH 76 DEGREES 55 MINUTES 11 SECONDS WEST, 17.00 FEET TO THE POINT OF BEGINNING, THENCE ALONG THE SAME LINE NORTH 76 DEGREES 55 MINUTES 11 SECONDS WEST, 105.00 FEET TO THE EASTERLY SIDE OF THE WATER'S EDGE BOULEVARD RIGHT-OF-WAY; THENCE NORTHERLY PARALLEL TO WATER'S EDGE BOULEVARD AND ON A CURVE TO THE RIGHT HAVING A RADIUS OF 338.00 FEET, 67.43 FEET, THENCE NORTH 27 DEGREES 27 MINUTES 59 SECONDS EAST, 69.85 FEET, TO THE SOUTH SIDE OF LAKESIDE COURT, A/K/A TRANQUIL WATERS COURT RIGHT-OF-WAY; THENCE SOUTHEASTERLY PARALLEL TO LAKESIDE COURT, A/K/A TRANQUIL WATERS COURT, ON A CURVE TO THE LEFT HAVING A RADIUS OF 363.27 FEET, 90.23 FEET; THENCE SOUTH 18 DEGREES 32 MINUTES 00 SECONDS WEST, 119.29 FEET TO THE POINT OF BEGINNING, SUBJECT TO A GENERAL SIDEWALK AND PARKING EASEMENTS, SUBJECT ANY EXISTING EASEMENTS OR RESTRICTIONS OF RECORD, AND RESERVING THE RIGHTS OF THE COMMON AREA AND UTILITY EASEMENTS AS SHOWN ON THE RECORDED PLAT OF WATER'S EDGE RE-PLAT UNIT NUMBER 1 AND CONTAINED IN ANY RESTRICTIONS RECORDED WITH SAID PLAT. (ALSO KNOWN AS LOT 15 IN WATER'S EDGE UNRECORDED RE-PLAT II)

TRACT K3:
ALL THAT PART IN WATER'S EDGE RE-PLAT UNIT NUMBER ONE (1), IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI; DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT SIXTEEN (16) IN SAID WATER'S EDGE RE-PLAT UNIT NUMBER ONE, THENCE NORTH 76 DEGREES 55 MINUTES 11 SECONDS WEST, 17.00 FEET TO THE POINT OF BEGINNING, THENCE ALONG THE SAME LINE NORTH 76 DEGREES 55 MINUTES 11 SECONDS WEST, 105.00 FEET TO THE EASTERLY SIDE OF THE WATER'S EDGE BOULEVARD RIGHT-OF-WAY, THENCE PARALLEL TO WATER'S EDGE BOULEVARD AND ON A CURVE TO THE LEFT HAVING A RADIUS OF 338.00 FEET, 116.02 FEET, TO THE SOUTH SIDE OF HICKORY LANE, A/K/A SPARKLING WATERS COURT RIGHT-OF-WAY, THENCE PARALLEL TO HICKORY LANE, A/K/A SPARKLING WATERS COURT, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 220.00 FEET, 95.71 FEET; THENCE NORTH 11 DEGREES 24 MINUTES 31 SECONDS EAST, 112.35 FEET TO THE POINT OF BEGINNING, SUBJECT TO A GENERAL SIDEWALK AND PARKING EASEMENT, SUBJECT TO ANY EXISTING EASEMENTS OR RESTRICTIONS OF RECORD, AND RESERVING ALL RIGHTS OF THE COMMON AREA AND UTILITY EASEMENTS AS SHOWN ON THE RECORDED PLAT OF WATER'S EDGE RE-PLAT UNIT NUMBER 1 AND CONTAINED IN ANY RESTRICTIONS RECORDED WITH SAID PLAT. (ALSO KNOWN AS LOT 16 IN WATER'S EDGE UNRECORDED RE-PLAT II)

TRACT 4:
ALL THAT PART OF MISCELLANEOUS TRACTS NUMBERED TWENTY-SEVEN (27), TWENTY-EIGHT (28), AND TWENTY-NINE (29), IN SECTION 36, TOWNSHIP 28, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE

Initials: _____ _____

SOUTHEAST CORNER OF SAID SECTION 36, THENCE WEST ALONG THE SOUTH LINE OF SECTION 36, 825.76 FEET, THENCE NORTH 00 DEGREES 00 MINUTES 35 SECONDS EAST 40.0 FEET, MORE OR LESS, TO THE NORTH LINE OF NEWMAN ROAD, THENCE NORTH 00 DEGREES 00 MINUTES 35 SECONDS EAST 510 FEET TO THE POINT OF BEGINNING, THENCE NORTH 00 DEGREES 00 MINUTES 35 SECONDS EAST 493.66 FEET, THENCE SOUTH 89 DEGREES 50 MINUTES EAST 258.83 FEET, THENCE NORTH 0 DEGREES 05 MINUTES WEST 400 FEET, THENCE NORTH 89 DEGREES 50 MINUTES WEST 257.94 FEET, THENCE NORTH 00 DEGREES 00 MINUTES 35 SECONDS EAST 1181 FEET, THENCE WESTERLY ALONG THE SOUTH LINE OF ROYAL HEIGHTS SUB-DIVISION 1477.0 FEET, THENCE SOUTH 2082.45 FEET, THENCE EASTERLY PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF NEWMAN ROAD TO THE POINT OF BEGINNING, EXCEPT ALL THAT PART PLATTED AS WATER'S EDGE RE-PLAT UNIT NO. 1, TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, AND EXCEPT THE FOLLOWING:

A: ALL OF LOT NUMBERED ONE HUNDRED THIRTY-FIVE (135) IN WATER'S EDGE UNIT NUMBER 3, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

B: ALL OF LOT NUMBERED ONE HUNDRED THIRTY-THREE (133) IN WATER'S EDGE UNIT NUMBER 3, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

C: ALL OF LOTS NUMBERED ONE HUNDRED THIRTY-FOUR (134), ONE HUNDRED THIRTY-SIX (136), ONE HUNDRED THIRTY-SEVEN (137), ONE HUNDRED THIRTY-EIGHT (138), ONE HUNDRED THIRTY-NINE (139), AND ONE HUNDRED FORTY (140) IN WATER'S EDGE UNIT NUMBER 3, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

TRACT 5:
ALL OF MISCELLANEOUS LOT NUMBERED FORTY-SIX (46), IN SECTION 36, TOWNSHIP 28, RANGE 33, NOW IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT HIGHWAY RIGHT-OF-WAY, AND EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES.

TRACT 6:
ALL OF LOTS NUMBERED EIGHT HUNDRED SEVENTY (870) THROUGH EIGHT HUNDRED SEVENTY-NINE (879), BOTH INCLUSIVE, IN CASTLE ROCK SUB-DIVISION, OF PART OF THE SOUTH HALF OF SECTION 36 AND THE SOUTHEAST QUARTER OF SECTION 35 IN TOWNSHIP 28, RANGE 33, NOW IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

TRACT 7:
EASEMENT FOR INGRESS AND EGRESS, AND COMMON AREA LOT "A":
COMMENCING AT THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 28, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, 45.0 FEET TO THE WEST RIGHT-OF-WAY OF RANGE LINE ROAD AND THE INTERSECTION OF THE NORTH LINE OF LOT TWO (2) IN SHANER PARK ACRES, SAID POINT BEING THE POINT OF BEGINNING, THENCE SOUTH 0 DEGREES 23 MINUTES EAST ALONG SAID RIGHT-OF-WAY 119.85 FEET TO A POINT OF INTERSECTION
WITH THE SOUTH LINE OF SAID LOT, THENCE SOUTH 89 DEGREES 50 MINUTES 13 SECONDS WEST ALONG SAID LINE 400 FEET, THENCE NORTH 251 FEET MORE OR LESS TO THE NORTH LINE OF LOT ONE (1) IN SHANER PARK ACRES, THENCE EAST 400 FEET, TO A POINT
NORTH OF THE POINT OF BEGINNING, THENCE SOUTH TO THE POINT OF BEGINNING, EXCEPT THAT PART TAKEN OR DEEDED FOR HIGHWAY PURPOSES, KNOWN AS PART OF WATER'S EDGE UNIT NO. 1, TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.
A.P.N.

Initials: CM _____

First American Title Missouri Agency Inc dba Hawkins Title

File No.: 193771 (mme)

Date: May 07, 2003

16.25
3375
50 Cm

HAWKINS

Initials: _____ _____

Exhibit A.2

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11-15777

BOOK: 2212

PAGE: 735-737

STATE OF MISSOURI
COUNTY OF JASPER
RECORDER'S CERTIFICATION

Donna Grove

RECORDER OF DEEDS

GENERAL WARRANTY DEED

THIS DEED, made and entered into this 25th day of August, 2011, by and between Dr. Shazia Habib and Dr. Iftikhar Ali, herein called the grantor(s) and Molandco, Inc., herein called the grantee(s).
Grantees mailing address: 2820 S. RANGELINE RD JOPLIN MO 64804

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said Grantee(s), the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN and SELL, CONVEY and CONFIRM unto the said Grantee(s), the following described Real Estate situated in the County of Jasper, State of Missouri, to wit:

See Attached Legal Description

Subject to easements, restrictions, reservations and covenants of record, if any.

To have and to hold the same together with all rights, immunities, privileges, and appurtenances thereto belonging unto the grantee and to grantee's heirs and assigns forever.

The said grantor covenanting that said party or parties and the heirs, executors, administrators and assigns of such Grantee(s), and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the current calendar year, and thereafter, and special taxes becoming a lien after the date of this deed, and restrictions, easements and building set back lines of record, if any.

That grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whosoever.

IN WITNESS WHEREOF, the said Grantor(s) has/have hereunto set their hand(s) the day and year first above written.

Dr. Shazia Habib

Dr. Iftikhar Ali

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

On this 25th day of August, 2011, before me personally appeared Dr. Shazia Habib and Dr. Iftikhar Ali, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public: Cathy M. Forson
My commission expires: 3-3-13

CATHY M FORSON
Notary Public - Notary Seal
STATE OF MISSOURI
Newton County
My Commission Expires March 3, 2013
Commission # 09507811

Exhibit "A"

File #111202

All of the West One-half (W1/2) of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section 36, Township 28, Range 33 in the City of Joplin, Jasper County, Missouri, EXCEPT a tract 174.8 feet East and West by 208.7 feet North and South out of the Northeast corner thereof; AND EXCEPT a tract 10 rods East and West by 8 rods North and South out of the Southeast corner thereof; AND EXCEPT all that part of the West One-half of the Southeast Quarter of the Northeast Quarter of Section 36, Township 28, Range 33, described as follows: Beginning at a point 834.8 feet West of the Northeast corner of the Southeast Quarter of the Northeast Quarter, thence West 465.2 feet to a point 20 feet East of the Northwest corner of said tract, thence South and parallel to the West line of said tract 208.7 feet, thence East 465.2 feet, thence North 208.7 feet to point of beginning in Jasper County, Missouri, being a part of MISCELLANEOUS TRACT Numbered Forty-four (44) in Section 36, Township 28, Range 33, in the City of Joplin, Jasper County, Missouri;

Also, a tract of land described as follows: Beginning 208.7 feet South of the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 36, Township 28, Range 33, thence West 660 feet, thence South to a point 132 feet North of the South line of said Southeast Quarter of the Northeast Quarter of Section 36, thence East to a point 544.5 feet West of the East line of said Section 36, thence North 532 feet, thence East 544.5 feet to the East line of said Section 36, thence North along the East line of said Section 36, to point of beginning, being MISCELLANEOUS TRACT Numbered Forty-three (43) in Section 36, Township 28, Range 33, in the City of Joplin, Jasper County, Missouri, EXCEPT that part taken or deeded for road purposes.

1725
12.75
30 OK BT at desk

Exhibit B.1

SEWER EASEMENT

THIS INDENTURE, made the 24th day of April, 1959, between

A. F. Hadden and Ethel P. Hadden, husband and wife,

OF The City of Joplin, State of Missouri, parties of the first part, and the City of Joplin, a municipal corporation, party of the second part,

WITNESSETH:

That in consideration of the sum of One Dollar (1.00) and other valuable considerations now paid to the said party of the first part by the party of the second part, the receipt and sufficiency of which is hereby confessed and acknowledged, the party of the first part hereby grants and conveys unto the said party of the second part, and to its assigns and legal representatives and to its agents, servants and employees, full and free right and privilege, from time to time hereafter at its and their will and pleasure, to install, construct, erect, repair and maintain a sanitary sewer line, sewer system, sewer pipe, sewer connections and sewer mains, with manholes and other appurtenances, and do all other things necessary for the installation, construction, erection, repair and maintenance of said sanitary sewer line upon and along the property hereinafter described.

The lands of said party of the first part above referred to in and upon which the party of the second part is granted and conveyed the right to install, construct, erect, maintain and repair a sanitary sewer system are located and situate in the County of Jasper, State of Missouri, and described as follows, to-wit:

Description for 20 ft. wide sewer easement, 10 ft. on either side of the following described center line across the north 208.7 ft. of Miscellaneous Tract No. 43 in the SE 1/4 of NE 1/4 of Section 36, Township 27 N, Range 33 W, Jasper County, Missouri.

Beginning at a point in the south line of said tract 120 ft. east of the SW corner thereof, thence with an angle to the left from the south line of 40° 00' a distance of 285 ft. to M.H. #2, thence with an angle to the right of 6° 50' a distance of 50 ft. to point in the north line a distance of 385 ft. east from the NW corner of said tract, containing 15/100 acres.

Party of the second part hereby covenants and agrees to refill all holes and ditches dug by it, its agents, servants or employees, in the installation, construction, erection, repair and maintenance of the sanitary sewer lines, sewer systems, sewer pipes, sewer connections and sewer mains herein concerned.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of us.

A. F. Hadden

Ethel P. Hadden

MISSOURI ACKNOWLEDGMENT — UNMARRIED PERSON

STATE OF _____)
) ss.
County of _____) On this _____ day of _____,

19____, before me _____, a Notary Public, personally

appeared _____
to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.
And the said _____ further declare _____
to be single and unmarried.

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

_____
Notary Public in and for said county & state.

My term expires _____

2 ac city
Mandeville
City of Joplin

907
599-600

MISSOURI ACKNOWLEDGMENT — MAN AND WIFE

STATE OF Missouri)
) ss.
County of Jasper) On this 27th day of April

1959, before me, E O Hunt, a Notary Public, personally

appeared A. F. Hadden and Ethel P. Hadden
his wife, to me known to be the persons described in and who executed 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 Joplin Mo the day and year last above written.

E O Hunt
Notary Public in and for said county and state.

My term expires March 11-1960

Sauer Easement
COMPARED
9. 7. and Ethel P. Hadden
DEED

State of Missouri
County of Jasper } ss.
FILED FOR RECORD
11 CLOCK MAY 25 1959 37 MINUTES A.M.
Virginia D. Andrews
RECORDER

STATE OF MISSOURI }
COUNTY OF JASPER } ss.

IN THE RECORDER'S OFFICE

I, Virginia D. Andrews, Recorder of Deeds of said county, do hereby certify that the within instrument of writing was, on the 25" *day of* May *A.D. 195*9 *at* 11 *o'clock and* 37 *minutes* A. *M., duly filed for record in this office, and is recorded in the records of this office in* Miscellaneous *book* 907 *at page* s 599-600

In Witness Whereof, I have hereunto set my hand and affixed my official seal at Carthage, Mo., this 27" *day of* May *A. D. 195*9

Virginia D. Andrews *Recorder*

By _____ *Deputy*

Exhibit B.2

SEWER EASEMENT

THIS INDENTURE, made the fifth day of October, 1959, between ABE LONG and SARAH ALICE LONG, husband and wife, of the City of Joplin, State of Missouri, parties of the First Part, and the CITY OF JOPLIN, a municipal corporation, Party of the Second Part,

WITNESSETH:

That in consideration of the sum of FOUR HUNDRED AND NO/100 DOLLARS ($400.00) now paid to the said parties of the first part by the party of the second part, the receipt and sufficiency of which is hereby confessed and acknowledged, the parties of the first part hereby grant and convey unto the said party of the second part, and to its assigns and legal representatives, and to its agents, servants and employees, full and free right and privilege, from time to time hereafter at its and their will and pleasure, to install, construct, erect, repair and maintain a sanitary sewer line, sewer system, sewer pipe, sewer connections and sewer mains, with manholes and other appurtenances, and do all other things necessary for the installation, construction, erection, repair and maintenance of said sanitary sewer line upon and along the property hereinafter described.

The lands of said parties of the first part above referred to in and upon which the party of the second part is granted and conveyed the right to install, construct, erect, maintain and repair a sanitary sewer system are located and situate in the County of Jasper, State of Missouri, and described as follows, to-wit:

> Description for 20 foot wide sewer easement, 10 feet on either side of the following described center line across Miscellaneous Tracts No. 43, except the North 208.7 feet, and Miscellaneous Tract No. 44, both in the SE 1/4 of NE 1/4 of Section 36, Township 28 North, Range 33 West, Jasper County, Missouri:
>
> Beginning at a point in the West line of Miscellaneous Tract No. 44 a distance of 30 feet North of Southwest corner of said Miscellaneous Tract No. 44, thence with an angle 42 degrees 30 feet to the right from the West line a distance of 400 feet to M.H. #7, thence with an angle to the left of 9 degrees 57 minutes a distance of 374 feet to M. H. #8, thence with an angle to the right of 18 degrees 30 minutes a distance of 400 feet to point in the North line of Miscellaneous Tract No. 43 (except the North 208.7 feet) a distance of 208.7 feet South and 120 feet East of the Northwest corner of said tract, containing 0.54 acres.

Party of the second part hereby covenants and agrees to refill all holes and ditches dug by it, its agents, servants or employees, in the installation, construction, erection, repair and maintenance of the sanitary sewer lines, sewer systems, sewer pipes, sewer connections and sewer mains herein concerned.

The grantors shall remain liable for any tax assessment benefits which may be assessed against their property for and on account of the establishment of any sewer district covering the property hereinabove described.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Abe Long

Sarah Alice Long

MISSOURI ACKNOWLEDGMENT - MAN AND WIFE

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

On this fifth day of October, 1959, before me, a Notary Public, personally appeared Abe Long and Sarah Alice Long, his wife, to me known to be the persons described in and who executed 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 Joplin the day and year last above written.

Earl W. Long
Notary Public in and for said County and State

My term expires: September 13, 1963

State of Missouri } ss.
County of Jasper }

FILED FOR RECORD
AT 10 O'CLOCK OCT 13 1959 13 MINUTES A M

Virginia D. Andrews
RECORDER

Sewer Easement
Abe Long & Sarah Alice Long
Joplin
920
172-173

STATE OF MISSOURI
COUNTY OF JASPER } ss.

IN THE RECORDER'S OFFICE

I, Virginia D. Andrews, Recorder of Deeds of said county, do hereby certify that the within instrument of writing was, on the 13th day of October A.D. 1959 at 10 o'clock and 13 minutes A.M., duly filed for record in this office, and is recorded in the records of this office in Miscellaneous book 920 at page s. 172-173

In Witness Whereof, I have hereunto set my hand and affixed my official seal at Carthage, Mo., this 15th day of October A. D. 1959.

Virginia D. Andrews Recorder

By _____ Deputy

Exhibit B3

SEWER EASEMENT

BOOK 1194 PAGE 2525

THIS INDENTURE, made the 10th day of November, 1976, between Joplin Stockyards

of the City of Joplin, State of Missouri, Parties of the First Part, and the City of Joplin, a municipal corporation, Party of the Second Part,

WITNESSETH:

That in consideration of the sum of One Dollar ($1.00) _____ Dollars and other valuable considerations now paid to the said Party of the First Part by the Party of the Second Part, the receipt and sufficiency of which is hereby confessed and acknowledged, the Party of the First Part hereby grants and conveys unto the said Party of the Second Part, and to its assigns and legal representatives and to its agents, servants and employees, full and free right and privilege, from time to time hereafter at his and their will and pleasure, to install, construct, erect, repair and maintain a sanitary sewer line, sewer system, sewer pipe, sewer connections and sewer mains, with manholes and other appurtenances, and do all other things necessary for the installation, construction, erection, repair and maintenance of said sanitary sewer line upon and along the property hereinafter described.

The lands of said party of the first part above referred to in and upon which the party of the second part is granted and conveyed the right to install, construct, erect, maintain and repair a sanitary sewer system are located and situate in the County of Jasper, State of Missouri, and described as follows, to-wit:

See attached sheet which becomes part and parcel of this agreement.

A thirty feet wide sewer easement in Miscellaneous Tracts M-28 and M-29 in the SE¼, Section 36, Township 28 North, Range 33 West, Jasper County, Missouri, being ten feet left and 20 feet right of a line described as follows:

Beginning at an existing manhole, said manhole being 7.48 feet South of the center line of Jaccard Street and 17.0 feet East of the East line of Castle Rock Subdivision, or 165.90 feet East of the center line of Florida Avenue; thence North 0 degrees, 33 minutes, 41 seconds East a distance of 289.85 feet to existing manhole #1, said manhole being 20 feet East of the East line of Castle Rock Subdivision or 168.90 feet East of the center line of Florida Avenue; thence at an angle right of 30 degrees, 30 minutes, 40 seconds (bearing North 31 degrees, 04 minutes, 21 seconds East) a distance of 403.36 feet to existing manhole #2, thence at an angle left of 9 degrees, 59 minutes, 30 seconds (bearing North 21 degrees, 04 minutes, 51 seconds East) a distance of 397.41 feet to existing Manhole #3, thence at an angle right of 0 degrees 6 minutes (bearing North 21 degrees, 10 minutes, 51 seconds East) a distance of 405.24 feet to existing manhole #4; thence at an angle right of 22 degrees, 26 minutes (bearing North 43 degrees, 36 minutes, 51 seconds East) a distance of 396.99 to existing manhole #5; thence at an angle right of 0 degrees, 8 minutes (bearing North 43 degrees, 44 minutes, 51 seconds East) a distance of 300.44 feet, more or less, to the North property line of Miscellaneous Tract M-29; said point being 15.57 feet South 89 degrees, 51 minutes, 04 seconds East from the Northeast corner of the Northwest ¼, Southeast ¼, Section 36, Township 28 North, Range 33 West, Jasper County, Missouri. Containing 1.51 acres, more or less.

Bearings are in reference to the center line of Florida Avenue.

Also a temporary construction easement 10 feet wide and adjacent to the above easement on the right side thereof, to be in effect until No. 2 relief sewer is constructed and cleanup made. This easement is to cover the existing Baker's Branch Public Relief Sewer and a No. 2 Baker's Branch Public Relief Sewer to parallel the existing sewer on the right side of said existing sewer.

The original easement granted to the City of Joplin, May the 14th, 1959, and filed May 25, 1959, and recorded in Book 907, pages 607 and 608, will be vacated upon execution of this easement.

STATE OF _____
County of _____ } ss. ACKNOWLEDGMENT BY INDIVIDUALS.

On this _____ day of _____, 19____, before me personally appeared _____

_____

to me known to be the person _____ described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that _____ executed the same as _____ free act and deed and for the consideration stated therein and no other.

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

My term expires _____, 19____.

_____
Notary Public

STATE OF Missouri
County of Jasper } ss. ACKNOWLEDGMENT BY CORPORATION.

On this 16 day of November, 19 76, before me appeared Val R Patterson and Allen D C Reynolds, to me personally known, who being by me duly sworn, did say that he is the Vice President and Secretary of Joplin Stockyards, Inc. 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 for the consideration stated therein and no other, and said Joplin Stockyards, Inc. acknowledged 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 first above written.

My term expires Jan 23, 19 79

Linda Cross
Notary Public

State of Missouri } ss.
County of Jasper }

FILED FOR RECORD

AT 8 O'CLOCK NOV 16 1976 MINUTES 09 A M

Vesta Braham
RECORDER

11744

SEWER EASEMENT

Sewer

FROM

Joplin Stockyards

TO

THE CITY OF JOPLIN
STATE OF MISSOURI

CERTIFICATE OF RECORD

STATE OF MISSOURI, } ss
County of Jasper }

I, Vesta Braham, Recorder of Deeds within and for the County aforesaid, do hereby certify that the above and foregoing instrument of writing was filed for record in my office on 16th November, 19 76, at 8 o'clock and 09 minutes A. M., and has been duly recorded in Book 1194, Page # 2525-2527

WITNESS my hand an official Seal.
Done at office this 18th day of November
19 76.

Vesta Braham
Recorder

By _____ Deputy

Exhibit C

SEWER EASEMENT

THIS INDENTURE, made the _____day of_____, 2020, by and between, **Molandco, Inc.**, a **Missouri Corporation**, party of the first part (GRANTOR), and the *City of Joplin, a Municipal Corporation*, of the County of Jasper in the State of Missouri, party of the second part (GRANTEE)

Mailing Address of Grantee: 602 S. Main Street, Joplin, Missouri 64801

WITNESSETH: that the said party of the first part, in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable considerations now paid the said party of the first part by the party of the second part, the receipt and sufficiency of which is hereby confessed and acknowledged, the party of the first part does hereby GRANT and CONVEY unto the said party of the second part, and to its assigns and legal representatives and to its agents, servants and employees, full and free right and privilege, from time to time hereafter at his and their will and pleasure, to install, construct, erect, repair and maintain a sanitary sewer line, sewer system, sewer pipe, sewer connections and sewer mains, with manholes and other appurtenances, and do all other things necessary for the installation, construction, erection, repair and maintenance of said sanitary sewer line upon and along the property hereinafter described.

The lands of said party of the first part above referred to in and upon which the party of the second part is granted and conveyed the right to install, construct, erect, maintain and repair a sanitary sewer system are located and situated in the County of Jasper, State of Missouri, and described as follows, to wit:

Permanent Sanitary Sewer Easement Description:

A Tract of Land being part of Lots 158 through 167 of Waters Edge Unit No. 4, a subdivision in the City of Joplin, Jasper County, Missouri. Also, part of the Southeast Quarter of Section 36 Township 28 North Range 33 West in the City of Joplin, Jasper County, Missouri. Said Tract being described more fully as follows:

Commencing at the Northwest corner of said Lot 167 in Waters Edge Unit No. 4, a found ½-inch iron pin on the apparent East right-of-way line of Lake Shore Drive;
Thence S47°20'46"E a distance of 109.23 feet along the North Line of Lot 167 to the Point of Beginning;

Thence N42°54'46"E a distance of 373.54 feet;
Thence N45°45'27"E a distance of 393.36 feet;

Thence N46°18'07"E a distance of 301.16 feet;
Thence N36°11'29"E a distance of 383.41 feet;
Thence N48°26'05"E a distance of 263.77 feet;
Thence N49°20'41"E a distance of 436.69 feet;
Thence N54°22'56"E a distance of 23.08 feet to the apparent North Line of Parent Tract;
Thence S87°23'33"E a distance of 46.16 feet along said Line;
Thence S53°19'07"W a distance of 52.88 feet;
Thence S49°20'41"W a distance of 358.45 feet;
Thence S48°38'45"W a distance of 342.34 feet;
Thence S36°11'29"W a distance of 382.52 feet;
Thence S46°17'51"W a distance of 303.73 feet;
Thence S45°45'24"W a distance of 392.65 feet;
Thence S42°54'46"W a distance of 389.18 feet;
Thence S11°29'45"W a distance of 350.00 feet;
Thence S20°11'51"W a distance of 400.76 feet;
Thence S26°30'52"W a distance of 241.62 feet;
Thence S71°05'29"W a distance of 214.59 feet;
Thence S33°10'51"W a distance of 7.68 feet;
Thence S23°17'18"W a distance of 67.54 feet;
Thence S02°21'04"W a distance of 286.16 feet;
Thence N87°38'56"W a distance of 30.00 feet;
Thence N02°21'04"E a distance of 291.70 feet;
Thence N23°17'18"E a distance of 60.33 feet;
Thence N87°26'58"W a distance of 36.91 feet to the apparent West Line of Parent Tract;
Thence N02°08'51"E a distance of 20.00 feet along said Line;
Thence S87°25'03"E a distance of 22.27 feet;
Thence N71°05'29"E a distance of 245.59 feet;
Thence N26°30'52"E a distance of 209.46 feet;
Thence N86°24'45"W a distance of 131.38 feet;
Thence N03°35'15"E a distance of 20.00 feet;
Thence S86°24'45"E a distance of 139.44 feet;
Thence N20°11'51"E a distance of 377.88 feet;
Thence N88°00'31"W a distance of 132.73 feet;
Thence N01°59'29"E a distance of 20.00 feet;
Thence S88°00'31"E a distance of 138.47 feet;
Thence N11°29'45"E a distance of 350.89 feet;
Thence N42°54'46"E a distance of 24.93 feet to the Point of Beginning.

Containing 2.74 Acres (119,508.2 Square Feet) more or less.

Party of the second part hereby covenants and agrees to refill all holes and ditches dug by it, its agents, servants or employees, in the installation, construction, erection, repair and maintenance of the sanitary sewer lines, sewer system, sewer pipes, sewer connections and sewer mains herein constructed.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

_____ _____

C. Allyn Burt **Date**
Molandco, Inc.

STATE OF MISSOURI)
)ss
COUNTY OF JASPER)

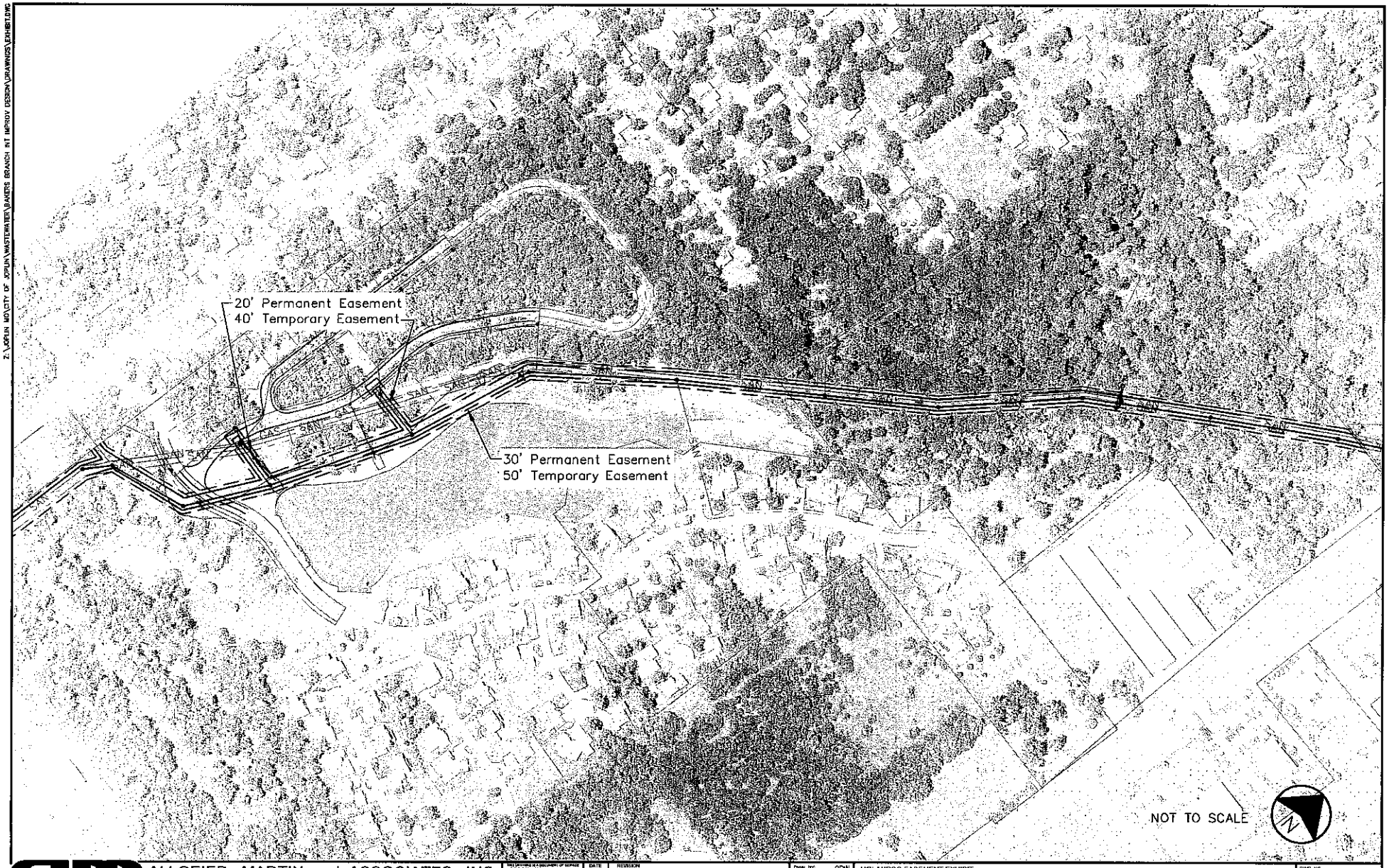
ACKNOWLEDGEMENT BY CORPORATION

On this _____day of _____, 2020, before me personally appeared **C. Allyn Burt**, of **Molandco, Inc.** to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that they executed the same as their free act and deed and for the consideration stated therein and no other.

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.

My term expires _____, 20_____.

_____
Notary Public



Z:\JOPLIN MO\CITY OF JOPLIN\WASTEWATER\BAKERS BRANCH INT IMPROV DESIGN\DRAWINGS\EXHIBIT.DWG

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

CERTIFICATE OF AUTHORITY MISSOURI NO. 000417

DATE	REVISION

Dwn. BY: GDW
Ckd. BY: GDW
Appd. BY: GDW
DATE: 10/09/2020

MOLANDCO EASEMENT EXHIBIT
BAKERS BRANCH INTERCEPTOR IMPROVEMENTS
JOPLIN, MISSOURI

DWG. NO.
EX1

Exhibit D

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made this _____ day of _____,2020, by and between **Molandco, Inc. a Missouri Corporation**, party of the first part (GRANTOR), and the *City of Joplin, Missouri, a Municipal Corporation*, party of the second part (GRANTEE),

Mailing Address of Grantee: 602 S. Main Street, Joplin, Missouri 64801

WITNESSETH, that the said party of the first part, in consideration of the sum of Ten Dollars ($10.00), to them paid by the said second part, the receipt of which is hereby acknowledged, do by these presents grant, bargain, and sell, convey and confirm unto the said party of the second part, its successors and assigns, the following described real estate and interests in real estate in the City of Joplin, County of Jasper, State of Missouri, to wit:

TEMPORARY CONSTRUCTION EASEMENT

A Tract of Land being part of Lots 158 through 167 of Waters Edge Unit No. 4, a subdivision in the City of Joplin, Jasper County, Missouri. Also, part of the Southeast Quarter of Section 36 Township 28 North Range 33 West in the City of Joplin, Jasper County, Missouri. Said Tract being described more fully as follows:

Commencing at the Northwest corner of said Lot 167 in Waters Edge Unit No. 4, a found ½-inch iron pin on the apparent East right-of-way line of Lake Shore Drive;
Thence S47°20'46"E a distance of 99.22 feet along the North Line of Lot 167 to the Point of Beginning;

Thence N42°54'46"E a distance of 373.87 feet;
Thence N45°45'28"E a distance of 393.59 feet;
Thence N46°18'12"E a distance of 300.30 feet;
Thence N36°11'29"E a distance of 383.53 feet;
Thence N48°38'46"E a distance of 347.01 feet;
Thence N49°22'44"E a distance of 354.58 feet;
Thence N55°23'01"E a distance of 12.05 feet to the apparent North Line of Parent Tract;
Thence S87°23'33"E a distance of 76.94 feet along said Line;

Thence S53°09'41"W a distance of 63.26 feet;
Thence S49°20'41"W a distance of 358.82 feet;
Thence S48°38'48"W a distance of 341.60 feet;
Thence S36°11'29"W a distance of 382.27 feet;
Thence S46°17'46"W a distance of 304.59 feet;
Thence S45°45'23"W a distance of 392.41 feet;
Thence S42°54'46"W a distance of 386.09 feet;
Thence S11°29'45"W a distance of 347.95 feet;
Thence S20°11'51"W a distance of 402.08 feet;
Thence S26°30'52"W a distance of 246.27 feet;
Thence S71°05'29"W a distance of 217.57 feet;
Thence S22°18'47"W a distance of 66.61 feet;
Thence S02°21'04"W a distance of 284.31 feet;
Thence N87°38'56"W a distance of 50.00 feet;
Thence N02°21'04"E a distance of 293.55 feet;
Thence N23°17'18"E a distance of 47.70 feet;
Thence N87°26'58"W a distance of 22.36 feet to the apparent West Line of Parent Tract;
Thence N02°08'51"E a distance of 40.00 feet along said Line;
Thence S87°26'58"E a distance of 20.47 feet;
Thence N71°05'29"E a distance of 239.56 feet;
Thence N26°30'52"E a distance of 190.27 feet;
Thence N86°24'45"W a distance of 136.30 feet;
Thence N03°35'15"E a distance of 40.00 feet;
Thence S86°24'45"E a distance of 151.99 feet;
Thence N20°11'51"E a distance of 356.61 feet;
Thence N88°00'31"W a distance of 138.91 feet;
Thence N01°59'29"E a distance of 40.00 feet;
Thence S88°00'31"E a distance of 150.00 feet;
Thence N11°29'45"E a distance of 345.24 feet;
Thence N42°54'26"E a distance of 27.69 feet to the Point of Beginning.

Containing 4.56 Acres (202,065.1 Square Feet) more or less.

TO HAVE AND TO HOLD the same for the purpose of constructing a sanitary sewer according to the plans of the CITY OF JOPLIN or for the purposes above set out, together with all and singular the rights, privileges, appurtenances, and immunities thereto belonging, or in anywise appertaining, unto the said party of the second part, and unto its successors and assigns, forever.

IN WITNESS WHEREOF, the said parties of the first part have executed the above day and year first above written.

_____ _____

C. Allyn Burt
Molandco, Inc.

Date

STATE OF MISSOURI)
)ss
COUNTY OF JASPER)

ACKNOWLEDGEMENT BY CORPORATION

On this _____day of _____, 2020, before me personally appeared **C. Allyn Burt, of Molandco, Inc.,** to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that he executed the same as his free act and deed and for the consideration stated therein and no other.

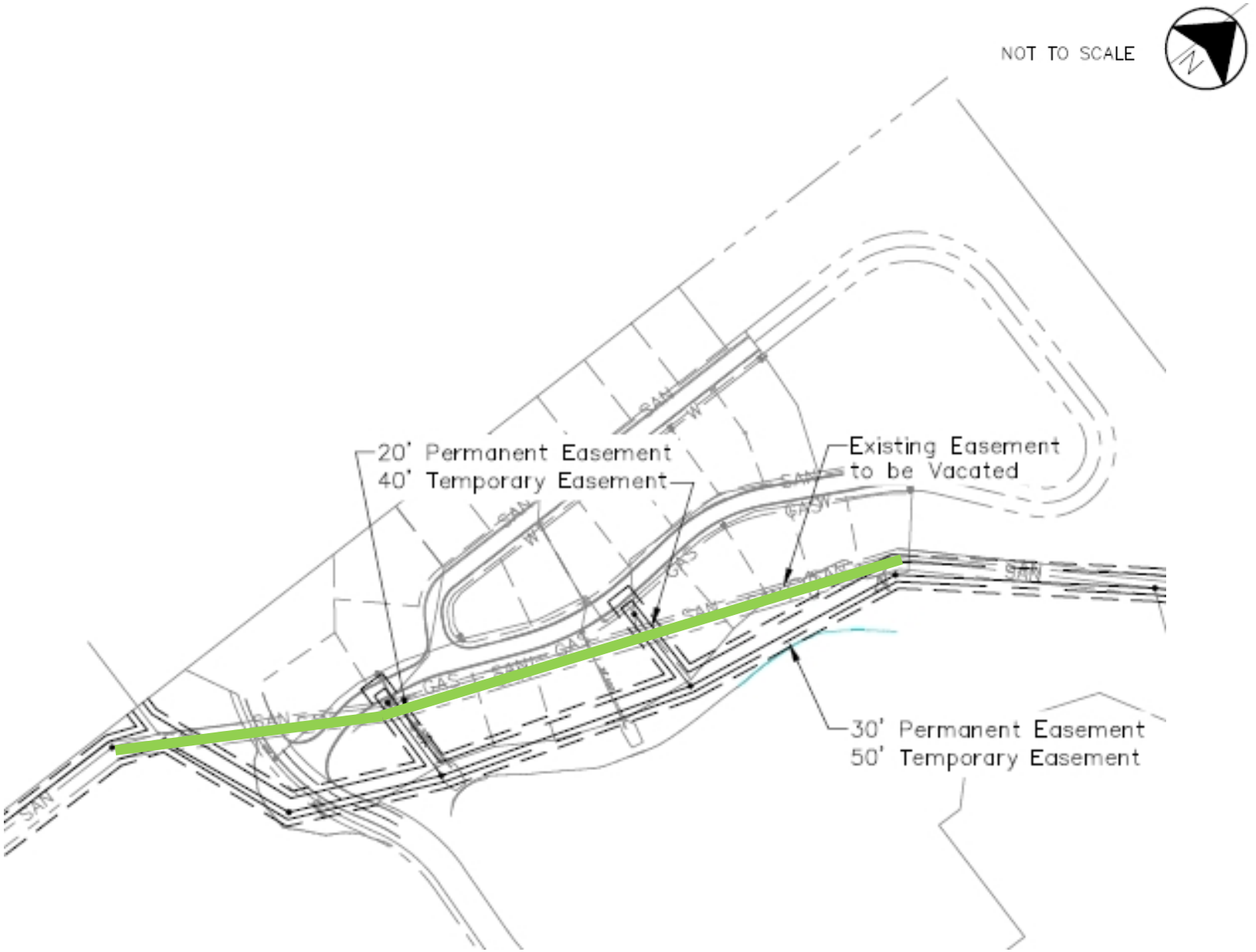
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above written.

My term expires _____, 20____.

_____
Notary Public

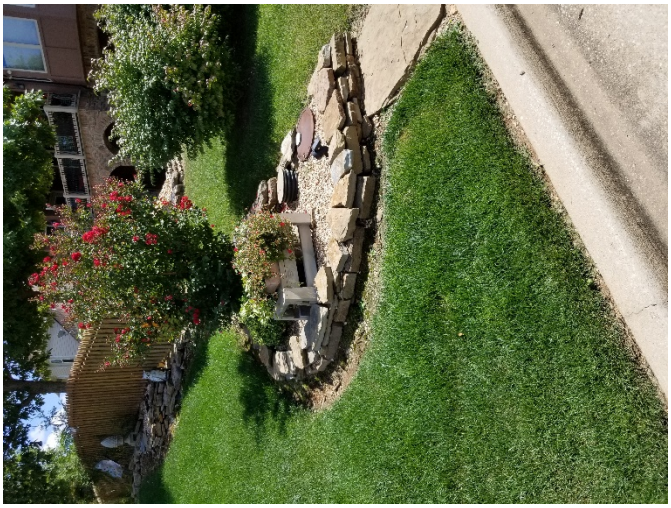
COUNCIL BILL – MOLANDCO AGREEMENT

LOCATION MAP SHOWING EXISTING VS. NEW EASEMENTS



Council Bill - Agreement for Sewer Relocation (Molandco, Inc.)
Exhibit Photos









COUNCIL BILL NO. 2020-170 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with Molandco, Inc., a Missouri Corporation, for the purpose of relocating a sanitary sewer easement for the not to exceed price of $38,303.20; and authorizing the City Manager or his designee to execute said Agreement by and on behalf of the City of Joplin.

WHEREAS, Molandco, Inc. owns certain real property located in Joplin, Missouri ("the Property"); and,

WHEREAS, City owns and uses a sanitary sewer easement across the Property; and,

WHEREAS, City is currently improving said sanitary sewer easement across the Property; and

WHEREAS, Molandco, Inc. desires to relocate said sanitary sewer easement in order to develop the Property; and

WHEREAS, City and Molandco, Inc. agree to a 40/60 cost share for relocation of said sanitary sewer easement, with City's obligation estimated at $38,303.20 and Molandco, Inc.'s obligation estimated at $57,454.80.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the Agreement with Molandco, Inc. for the purpose of relocating a sanitary sewer easement for the not to exceed price of $38,303.20, a true and accurate copy of said Agreement being attached hereto and incorporated by reference as "Exhibit A," be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said Agreement, or Agreement in substantially similar form, by and on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020, by a _____ vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney