

Boone County, Missouri

Filed for record on Feb. 27, 1973 at 10⁰⁰ o'clock A.M. In Boone Co. Mo.
Document No. 1552 recorded in Book 406 page 227. Batty Saunders, Recorder of Deeds.

Unofficial Document

WATER PIPE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Perkins, husband and wife,

That Ralph Dingman and Opal Dingman, husband and wife, and Billy R. Perkins and Beverly D./ of the County of Boone, State of Missouri, hereinafter designated as Grantor (herein so styled, whether one or more) for and in consideration of the sum of \$1.00 and other valuable consideration, paid and delivered by Public Water Supply District No. 8 of Boone County, Missouri, hereinafter referred to as the Grantee, organized under the laws of the State of Missouri; the receipt of which is hereby acknowledged, hereby Grants; Bargains; Sells and Conveys to said Grantee the perpetual easement and right to enter upon the lands of Grantor; situated in the County of Boone in the State of Missouri, described as follows:

A tract of land ten feet (10') in width located adjacent to and North and East of the hereinafter described line, said tract being located along the south and west boundaries in Tract 1 of a survey recorded in Book 406 at Page 145 of the Boone County Records, described as follows: Starting at the northeast corner of the Northwest Quarter of the Northeast Quarter of Section 29, Township 49 North, Range 13 West; thence S 0° 42' West, along the North-South quarter quarter section line, 638.2 feet to the northeast corner of Boone County Survey #7280 and being the northeast corner of the tract formerly deeded to the Mount Joy Christian Church; thence N 89° 55' West, along the north line of said survey, 313.8 feet to the easterly right-of-way of State Route "E", the point of beginning; thence following said right-of-way, N 37° 23' West, 414.8 feet to the Point of Tangency of a 9° 30.10' curve to the left; thence N 49° 06' West, along the chord of said curve, 245.2 feet to the Point of Curvature thereof; thence N 60° 49' West, 306.2 feet; thence N 58° 20' West 115.15 feet to the Point of Tangency of a 20° 14.16' curve to the right; thence N 30° 16' West, along the chord of said curve, 289.2 feet to the Point of Curvature thereof, said Point of Curvature being N 0° 17' East 188.5 feet and S 89° 43' East 35.0 feet from the south quarter corner of Section 20, Township 49, Range 13; thence N 0° 17' East 1,133.5 feet to the East-West quarter quarter section line, the end of the easement.

and to erect, construct, install, lay, operate, survey, inspect, maintain, repair, rebuild, replace, remove and patrol on or over or under said lands, and in and upon all streets, roads, or highways abutting said lands, pipes or tiles for the transmission of water, and all appliances necessary in connection therewith, together with the perpetual right to go in and upon said land for said purposes. ~~The water line easement hereby granted shall be ten feet in width with a six inch diameter pipe to be laid in the center of said easement.~~

TO HAVE AND TO HOLD said easement and rights unto said Grantee forever.

It is understood and agreed that the consideration herein stated shall be the full consideration due to Grantor from said Grantee for going upon said lands and laying of said water pipe line, and that said Grantee shall be liable for such damages to crops as may incur in the original construction of said water line, or that may accrue in the future by virtue of the same being located upon said above described lands.

Title to said water pipeline shall be and remain in said Grantee.

Grantor covenants to and with said Grantee that subject to existing easements, if any, for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and telegraph lines covering the land herein described, Grantor is lawfully seized and possessed of said lands, has a good and lawful right and power to sell and convey them and that they are free and clear of all liens and encumbrances, except as herein stated and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

In the event of a prior lien upon said lands, the Grantor agrees to secure a subordination or release from the holder of such lien, in the event it is requested by Grantee, so that this easement shall be first or prior to such lien.

Nora Dietzel, Recorder of Deeds

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Grantor further agrees that all checks or warrants that may be paid under the provisions of this easement, may be made payable to the Grantor and the holder of such lien.

IN WITNESS WHEREOF, we have set our hands this 17th day of October, 19 72.

Ralph Dingman
Opal Dingman
Billy R. Perkins
Beverly D. Perkins

STATE OF MISSOURI }
COUNTY OF Boone } ss

On this 17th day of October, 19 72, before me, a Notary Public in and for the County of Boone, in the State of Missouri, personally appeared Ralph Dingman, Opal Dingman, Billy R. Perkins and Beverly D. Perkins 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 Columbia, Missouri the day and year first above written.

My commission expires May 31, 1973.

Linda G. Arnold
Notary Public
Linda G. Arnold



State of Missouri }
County of Boone, } Sct.

I, the undersigned Recorder of Deeds for said County and State do hereby certify that the foregoing instrument of writing was filed for record in my office on the 28th day of February A.D., 1973 at 10 o'clock and 00 minutes A.M. and is truly recorded in Book 406 page 727.

Witness my hand and official seal on the day and year aforesaid

Betty Saunders Recorder
By Barbara Anderson Deputy



Nora Dietzel, Recorder of Deeds