

Boone County, Missouri

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Recorded in Book 959 page 583 Bette Johnson, Recorder of Deeds
Unofficial Document
WATER LINE EASEMENT

583

THIS INDENTURE, Made and entered into by and between _____

CUET R. KELLY and PEGGY J. KELLY, husband and wife

of the County of Boone, State of Missouri, (whether masculine or feminine, singular or plural, hereinafter designated "Landowner"), and PUBLIC WATER SUPPLY DISTRICT # 10 OF BOONE COUNTY, MISSOURI, organized under the laws of the State of Missouri, Box J, Centralia, Missouri 65240, (hereinafter designated "District"); WITNESSETH:

That Landowner, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to Landowner paid by District, the receipt and sufficiency of which is hereby acknowledged, does by these presents, grant, bargain, and sell, convey and confirm unto District the perpetual easement and right to enter upon the lands of Landowner over, under, through, across and along the following described lands, lots, tracts or parcels situated in the County of Boone, State of Missouri, to-wit:

A Twenty-five (25') foot water line easement off of the centerline of said water line as installed on all of the following described real estate, viz:

All of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter(SE $\frac{1}{4}$) except the North Six-hundred and sixty(660') feet of the North One-half(N $\frac{1}{2}$) of said Southeast Quarter (SE $\frac{1}{4}$) in Section Twenty(20) Township Fifty-one(51) North Range Twelve (12) West, lying West and South of Missouri State Route V, and the West Half(W $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-one(21) Township Fifty-one(51) Range Twelve(12) which lies South and West of the Sturgeon and Hallsville Road, except that part conveyed in General Warranty Deed, Book 918, Page 628 of Boone County Missouri to Rick Stout and Marsha Stout, husband and wife.

This easement shall run with the land and shall be binding on Landowner's successors, assigns, grantees, heirs and personal representatives. Landowner agrees to make no claim of ownership of and to any water system equipment or facilities installed, maintained or removed by District in the easement herein described, it being agreed that title to said water pipeline, system, equipment and facilities shall be and remain in District.

This easement is granted to District for the following described purposes, to-wit: 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.

District is hereby granted a permanent right of reasonable and direct ingress and egress to and from the above described easement for the above purposes and is further granted, during the period of original construction of said water system, the right of surface usage of reasonable areas adjacent to the aforesaid easement to facilitate the aforesaid construction. Said easement and right of reasonable and direct ingress and egress access shall belong to District and its assigns, so that neither Landowner nor Landowner's heirs or assigns shall hereafter claim or demand any right or title to the aforesaid easements. By recording this easement, District agrees, subsequent to installation, maintenance or removal of said water systems, equipment or facilities, to restore the ground surface of the easement herein granted to a condition equal to or better than its condition prior to excavation.

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

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

It is understood and agreed that the consideration herein stated shall be the full consideration due to Landowner from District for going upon said lands and laying of said water pipe, and that District 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.

Landowner covenants to and with District 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, Landowner 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 Landowner will forever warrant and defend the title to said easements 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 Landowner agrees to secure a subordination or release from the holder of such lien, in the event it is requested by District, so that this easement shall be first or prior to such lien(s).

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

LANDOWNER ACKNOWLEDGES and states that neither the Landowner nor any occupant of said land will be displaced from any dwelling or commercial operation by this easement and that the availability of public water facilities to Landowner's land will benefit the land in excess of any detriment that may be caused from this easement.

IN WITNESS WHEREOF, we have set our hand(s) this 11th day of Feb, 1993

Curt R. Kelly
Curt R. Kelly

Peggy J. Kelly
Peggy J. Kelly

STATE OF MISSOURI)
COUNTY OF Boone)

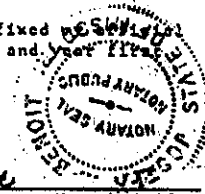
On this 11th day of February, 1993, before me, a Notary Public in and for the County of Boone, in the State of Missouri, personally appeared Curt R. Kelly and Peggy J. Kelly, husband and wife

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 seal, at my office in the State and County aforesaid, the day and year above written.

My commission expires: January 24, 1994

Joseph W. Benoit
Joseph W. Benoit
Notary Public



STATE OF MISSOURI)
COUNTY OF BOONE) SS.

Document No. 2662

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 17th day of February, 1993 at 1 o'clock and 33:37 minutes and is truly recorded in Book 959 Page 583.

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

BERTIE JOHNSON, RECORDER OF DEEDS
by Karen Johnson deputy
Karen Johnson