

TEMPORARY CONSTRUCTION EASEMENT

This easement is made on ____ day of _____, 2018, by and between the City of Warrensburg, hereinafter "Grantor", and Keystone Hospitality LLC, a Missouri Limited Liability Company and existing under The Laws of the State of Missouri, its successors and assigns, hereinafter, "Grantee" whose mailing address is 123 E. Gay Street, Suite ES-V, P.O. Box 573, Warrensburg, Missouri 64093.

The Grantor, in consideration of the sum of Ten Dollars and other valuable consideration, in hand paid by the Grantee, the receipt and sufficiency of which is acknowledged, does grant, unto the Grantee a temporary easement for the Grantee's use in construction of public improvements over, across, under and through the following described property lying within Johnson County, Missouri.

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 46 NORTH, RANGE 26 WEST OF THE 5TH PRINCIPAL MERIDIAN, IN WARRENSBURG, JOHNSON COUNTY, MISSOURI, SAID TRACT BEING ENTIRELY WITHIN THE RIGHT-OF-WAY OF MISSOURI BUSINESS ROUTE 13 AND IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF KEYSTONE DEVELOPMENT-2ND PLAT, A SUBDIVISION IN SAID CITY OF WARRENSBURG, ACCORDING TO THE RECORDED PLAT THEROF; THENCE S01°50'49"W ON THE EAST LINE OF SAID NORTHWEST QUARTER AND THE WEST LINE OF SAID KEYSTONE DEVELOPMENT – 2ND PLAT, SAID LINE ALSO BEING THE EAST RIGHT-OF-WAY LINE OF SAID MISSOURI BUSINESS ROUTE 13, A DISTANCE OF 291.28 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S01°50'49"W ON SAID QUARTER SECTION, SUBDIVISION AND RIGHT-OF-WAY LINE A DISTANCE OF 320.00 FEET TO THE NORTHWEST CORNER OF TRACT A OF SAID KEYSTONE DEVELOPMENT – 2ND PLAT; THENCE N31°10'37"W A DISTANCE OF 119.27 FEET; THENCE N01°50'49"E A DISTANCE OF 60.00 FEET; THENCE N41°39'09"E A DISTANCE OF 62.48 FEET; THENCE N01°50'49"E A DISTANCE OF 112.00 FEET; THENCE S88°09'11"E A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING. CONTAINS 12,110 SQAURE FEET OR 0.28 ACRES, MORE OR LESS.

This temporary construction easement shall terminate one year from the date of its execution.

Grantees shall require all contractors or persons utilizing this easement not alter any improvements outside the granted easement without prior written approval of Grantor. Grantor shall be provided with access and entrance to the improvements located on the premises during construction. Grantees contractors shall be required to indemnify Grantor for any damages to the premises arising from construction or installation of the project improvements.

To have and to hold the same with all rights, immunities, privileges and appurtenances thereto belonging or appertaining unto the Grantee, its successors and assigns, for the term herein stated.

In witness whereof, the Grantor has signed its name the day and year first above written.

The City of Warrensburg

by: Harold Stewart, City Manager

STATE OF MISSOURI)
)SS.
COUNTY OF JOHNSON)

On the _____ day of _____, 2018, before me personally appeared Harold Stewart, II, known to me to be the person who executed the within easement and acknowledged to me that he executed the same for the purposes therein stated as the free act and deed of the City of Warrensburg, with authority of its City Council.

In witness whereof, I have set my hand and affixed my notarial seal the day and year above mentioned.

NOTARY PUBLIC