

## AGREEMENT

THIS AGREEMENT, made this 10<sup>th</sup> day of November, 2016, by and between, Brenda K. Burt, hereinafter referred to as "Owner(s)" and the City of Joplin, Missouri, a Municipal Corporation, hereinafter referred to as "City".

Brenda K. Burt, is the owner of the tract of property generally located at 1421 S. Main Street, Joplin, Jasper County, Missouri, abutting City-owned property, said City-owned Street Right of way, located south of 1421 S. Main Street.

The owner is currently utilizing a portion of the Street Right of Way for parking vehicles, said parking encroaching approximately 6.45 feet into the Street Right of Way along the south side of the existing asphalt parking lot adjacent to 15<sup>th</sup> Street. The area of encroachment consists of 414 square feet.

A City project improvement necessitates the acquisition of right of way consisting of 414 square feet for sidewalk and handicap ramp construction.

In consideration of exchanging land and other valuable consideration, the City and owner mutually agree to the following: the City hereby agrees to convey to the owner land identified in Exhibit "A" by Quit Claim Deed and owner agrees to convey to the City land identified in Exhibit "B" in a Right of Way Conveyance both parcels containing equal amounts of land consisting of 414 square feet.

Both parties agree as follows:

- (1) Access to owner's building is hereby granted by City from the right of way for the purpose of maintenance of the building.
- (2) Any structure or monument, signage, and lighting installed by City will not interfere with existing signage on grantor's building. The City is responsible for the aforementioned in maintenance, replacement, or repair in the event of destruction or vandalism.
- (3) All grass area will be replaced with stamped concrete (London Cobble) mixed into the tan/grey natural colored concrete and a sealer applied when completed.
- (4) Trash can receptacle to be placed by the City in area conveyed by the owner and no park benches will be placed in the area. All lighting illumination will be according to the City project design plans.
- (5) A temporary construction easement (Exhibit "C") consisting of 714 square feet will be conveyed to the City at the time of the exchange of properties and will terminate at the completion of construction of the project.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement, this 10TH day of NOVEMBER, 2016.

CITY OF JOPLIN, MISSOURI

A Municipal Corporation

By:

Dan Salisbury

Dan Salisbury

Asst. Director of Public Works

By: Brenda K. Burt

Owner

Approved as to form:

Peter C. Edwards, City Attorney

STATE OF MISSOURI )

COUNTY OF JASPER )

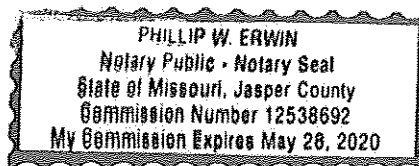
On this 10TH day of NOVEMBER, 2016, before me, personally appeared BRENDA K. BURT, to me known to be the person described in and who acknowledge that she, as Owner, executed the foregoing instrument, and acknowledged that she executed the same as their free act and deed.

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.

Phillip W. Erwin

Notary Public

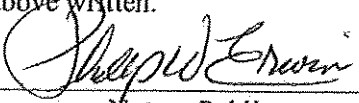
My Commission Expires: MAY 28, 2020



STATE OF MISSOURI     )  
  ) ss:  
COUNTY OF JASPER     )

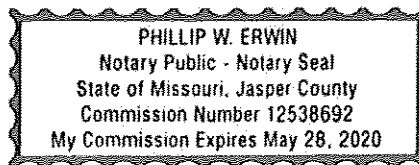
On this 10TH day of November, 2016, before me, personally appeared DAN SALISBURY, Asst. Director of Public Works, to me known to be the persons described in and who acknowledge that they, executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

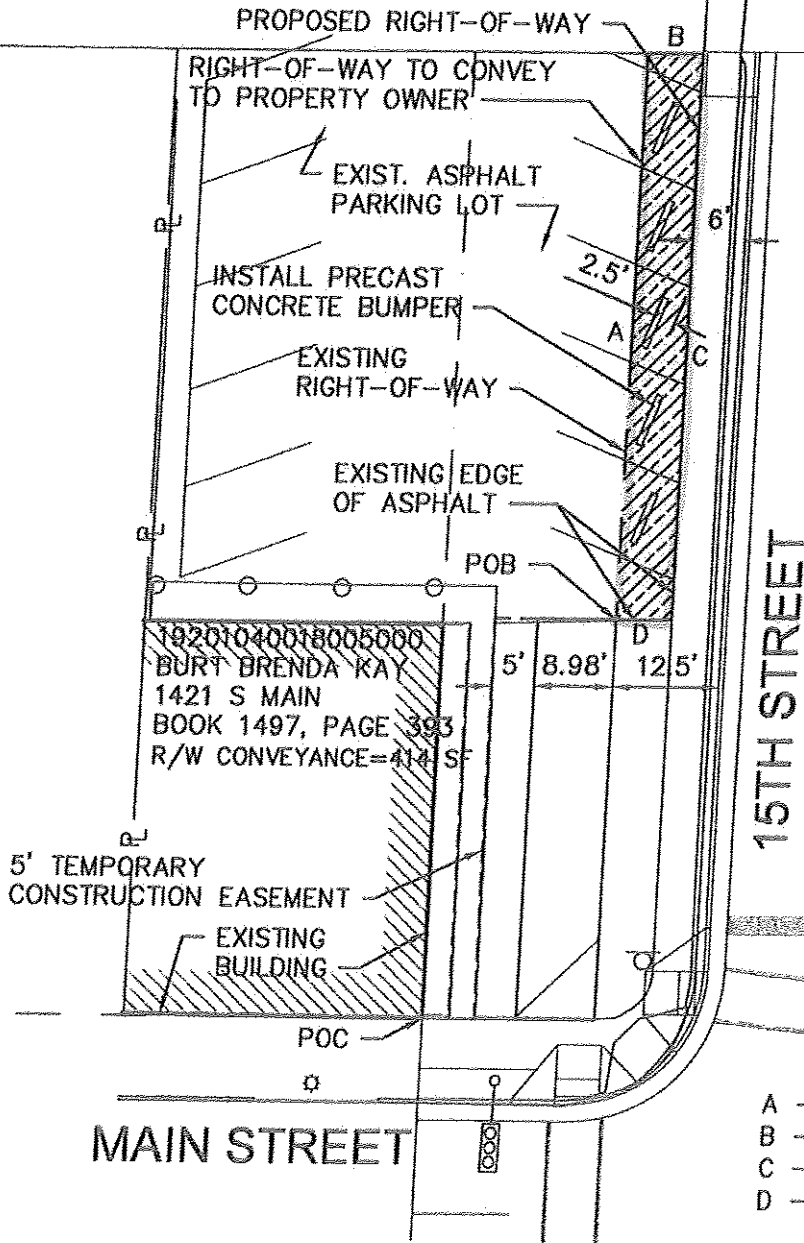
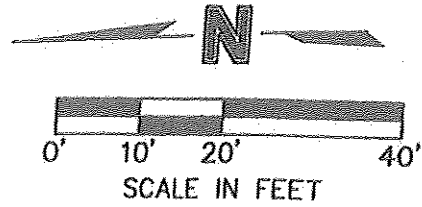
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

MAY 28, 2020



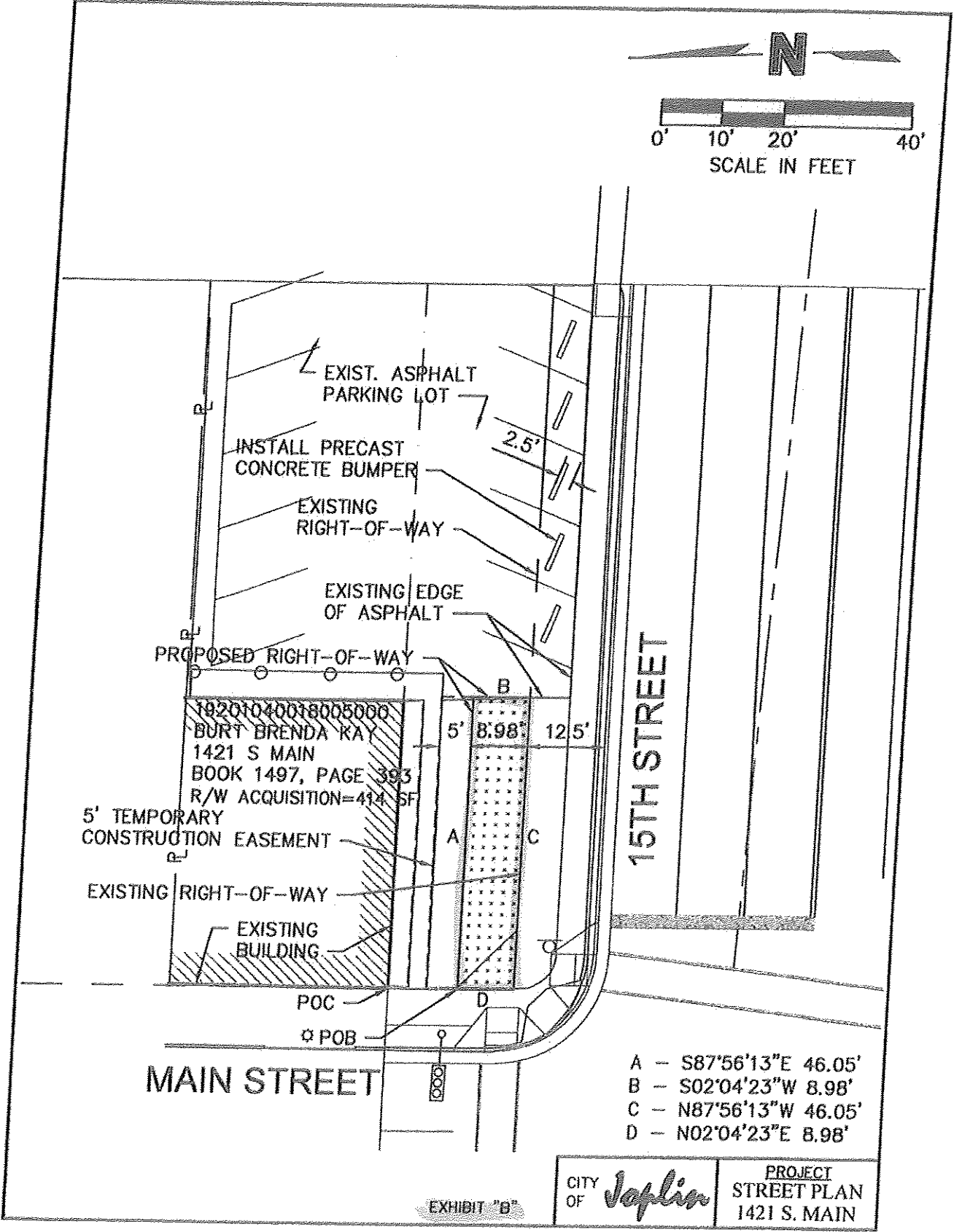
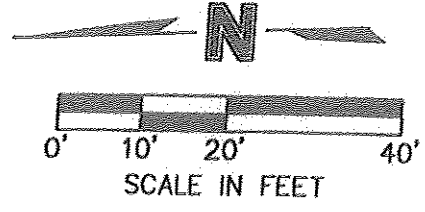


- A - S87°56'13"E 64.10'
- B - S01°58'27"W 6.45'
- C - N87°56'13"W 64.11'
- D - N02°04'23"E 6.45'

EXHIBIT "A"

CITY OF *Joplin*

PROJECT  
STREET PLAN  
1421 S. MAIN



CITY OF <i>Joplin</i>	PROJECT
	STREET PLAN 1421 S. MAIN

EXHIBIT "B"

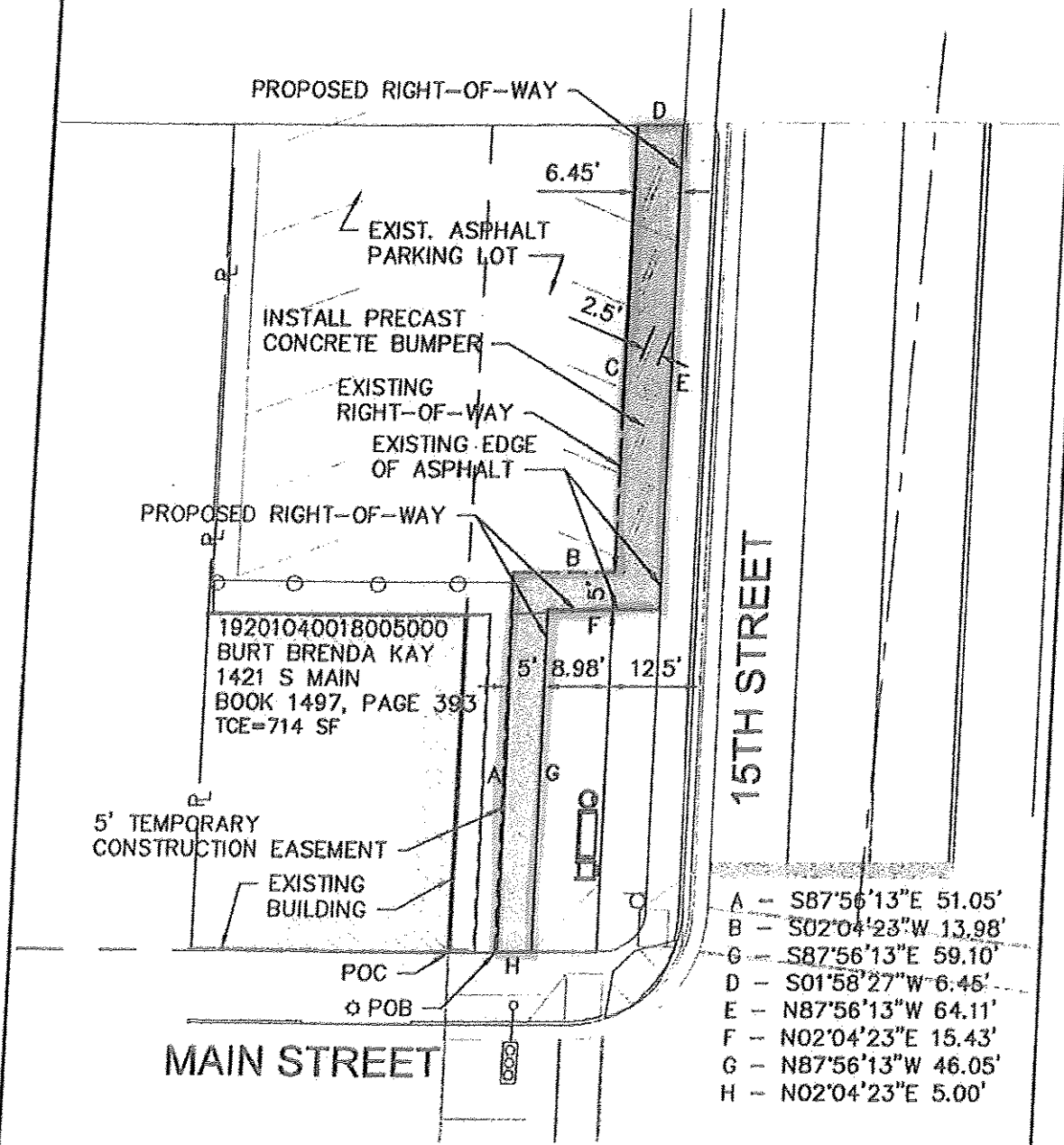
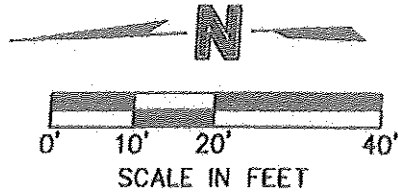


EXHIBIT "C"  
TEMPORARY CONSTRUCTION EASEMENT

CITY OF *Joplin*

PROJECT  
STREET PLAN  
1421 S. MAIN

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## QUIT-CLAIM DEED

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THIS INDENTURE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between, the **City of Joplin, a Municipal Corporation**, of the County of Jasper, State of Missouri, hereinafter referred to as **Grantor**, and **Brenda Kay Burt**, of the State of Missouri, **Grantee**.

Grantee Mailing Address: 725 Colonial Drive, Webb City, MO 64870

WITNESSETH: That said Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations paid by the Grantee, the receipt of which is hereby acknowledged, does hereby REMISE, RELEASE, and FOREVER QUIT-CLAIM unto Grantee the following described Real Estate, situated in the County of Jasper, State of Missouri, more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto Grantee and unto their heirs and assigns forever; so that neither Grantor nor their successors nor any other person or persons, for them or in their name or behalf, shall or will hereinafter claim or demand any right or title of the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, City of Joplin, a Municipal Corporation, of the County of Jasper, in the State of Missouri, has caused these presents to be signed by a duly authorized signatory for and on behalf of the Grantor on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Samuel L. Anselm, City Manager  
City of Joplin

STATE OF MISSOURI)  
COUNTY OF JASPER)ss

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



**EXHIBIT "A"**

ALL OF THAT PART OF LOT 10 OF J.C. COX'S JR. 2ND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, RECORDED IN PLAT BOOK 2, PAGE 44, JASPER COUNTY, MISSOURI, RECORDERS OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER SAID LOT 10; THENCE S02°04'23"W, ALONG THE EAST RIGHT OF WAY OF MAIN STREET, 20.00 FEET TO THE NORTHEAST CORNER OF THE INTERSECTION OF 15TH STREET AND MAIN STREET;

THENCE S87°56'13"E, LEAVING SAID EAST RIGHT OF WAY AND ALONG THE NORTH RIGHT OF WAY OF 15TH STREET, A DISTANCE OF 46.05 FEET FOR A POINT OF BEGINNING.

THENCE S87°56'13"E, CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 64.10 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND RECORDED IN BOOK 1497 AT PAGE 393, JASPER COUNTY, MISSOURI, RECORDERS OFFICE;

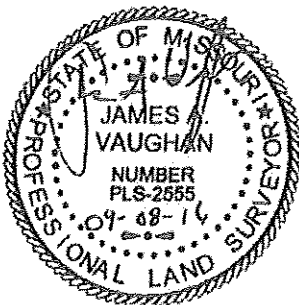
THENCE S01°58'27"W, ALONG THE EXTENSION OF THE EAST LINE OF SAID TRACT OF LAND RECORDED IN BOOK 1497 AT PAGE 393, A DISTANCE OF 6.45 FEET;

THENCE N87°56'13"W, PARALLEL WITH SAID NORTH RIGHT OF WAY OF 15TH STREET, A DISTANCE OF 64.11 FEET;

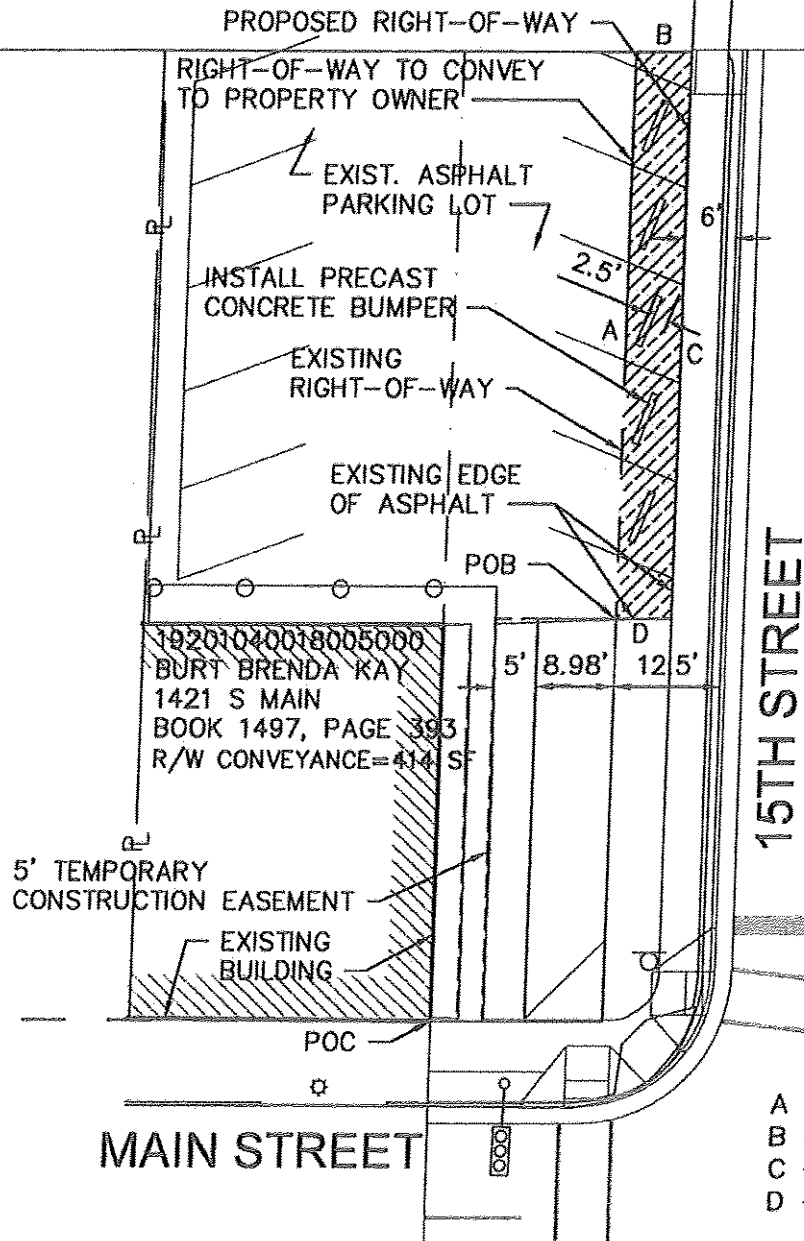
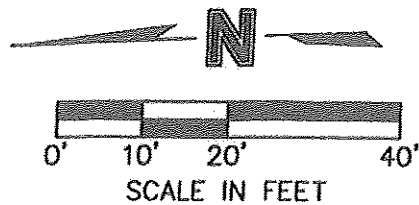
THENCE N02°04'23"E, A DISTANCE OF 6.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 414 SQUARE FEET MORE OR LESS.

THIS DESCRIPTION WAS PREPARED BY CJW TRANSPORTATION CONSULTANTS, LLC; CORPORATE LAND SURVEY NUMBER 2007008003.



1421 (RW CONVEYANCE)



- A - S87°56'13"E 64.10'
- B - S01°58'27"W 6.45'
- C - N87°56'13"W 64.11'
- D - N02°04'23"E 6.45'

EXHIBIT "A"

CITY OF *Joplin*

PROJECT  
STREET PLAN  
1421 S. MAIN

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**RIGHT OF WAY CONVEYANCE  
FOR STREET PURPOSES**

THIS INDENTURE, made this 10<sup>th</sup> day of November, 2016, by and between **BRENDA KAY BURT**, party of the first part (GRANTOR), and **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 DOLLARS and 00/100 (\$10.00) and other good and valuable consideration, to them paid by said party of the second part, the receipt of which is hereby acknowledged, does 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 County of Jasper, State of Missouri, to-wit:

(SEE ATTACHED EXHIBIT "A")

TO HAVE AND TO HOLD the same for the purpose of constructing and maintaining a city street 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.



**EXHIBIT "A"**

ALL OF THAT PART OF LOT 10 OF J.C. COX'S JR. 2ND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, RECORDED IN PLAT BOOK 2, PAGE 44, JASPER COUNTY, MISSOURI, RECORDERS OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER SAID LOT 10; THENCE S02°04'23"W, ALONG THE EAST RIGHT OF WAY OF MAIN STREET, 11.02 FEET FOR A POINT OF BEGINNING.

THENCE S87°56'13"E, LEAVING SAID RIGHT OF WAY, A DISTANCE OF 46.05 FEET;

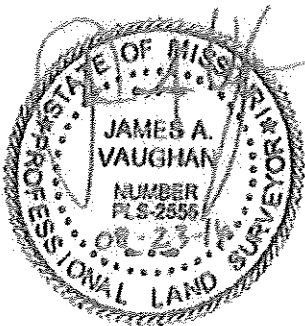
THENCE S02°04'23"W, A DISTANCE OF 8.98 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF 15TH STREET;

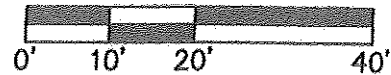
THENCE N87°56'13"W, ALONG SAID NORTH RIGHT OF WAY, A DISTANCE OF 46.05 FEET TO THE NORTHEAST CORNER OF THE INTERSECTION OF 15TH STREET AND MAIN STREET;

THENCE N02°04'23"E, ALONG THE EAST RIGHT OF WAY OF MAIN STREET, A DISTANCE OF 8.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 414 SQUARE FEET MORE OR LESS.

THIS DESCRIPTION WAS PREPARED BY CJW TRANSPORTATION CONSULTANTS, LLC; CORPORATE LAND SURVEY NUMBER 2007008003.





SCALE IN FEET

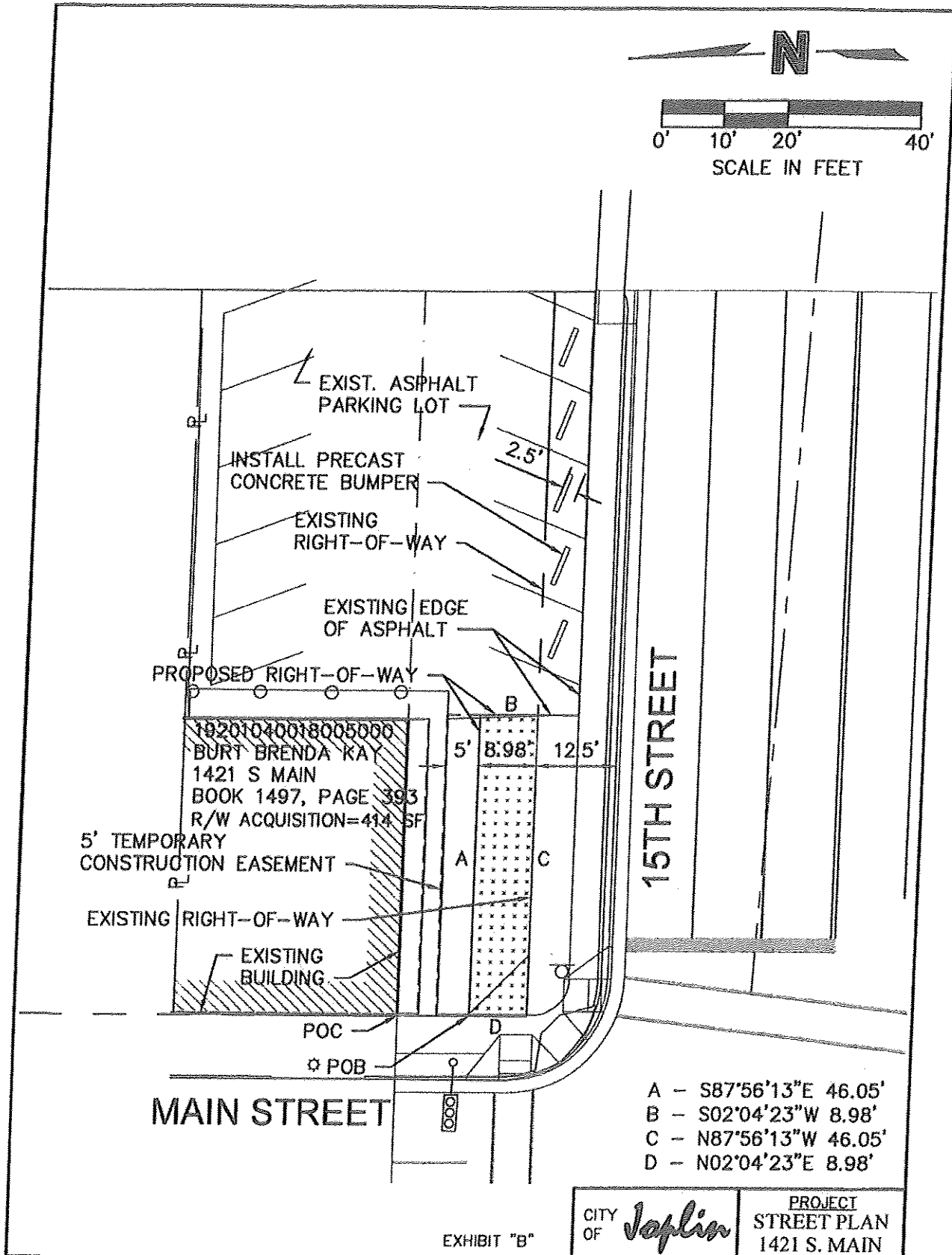


EXHIBIT "B"

CITY OF

*Joplin*

PROJECT  
STREET PLAN  
1421 S. MAIN

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## TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made this 10<sup>th</sup> day of November, 20 11, by and between **BRENDA KAY BURT**, party of the first part (GRANTOR), and the **CITY OF JOPLIN, MISSOURI**, a Municipal Corporation of the County of Jasper, party of the second part (GRANTEE),

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

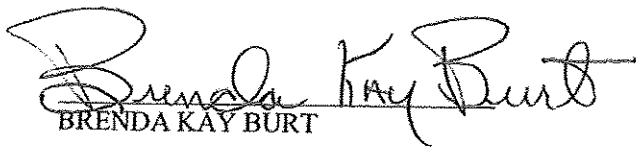
WITNESSETH, that the said party of the first part, in consideration of the sum of One Dollar (\$1.00), to them paid by the said second part, the receipt of which is hereby acknowledged, do by these presents grant, bargain, and sell, convey and confirm unto the said party of the second part, its successors 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:

SEE ATTACHED EXHIBIT "A"

The temporary construction easement will be for purposes of access to the property, construction of City improvements, and installation of the parking blocks and said easement rights will cease upon completion of the project.

TO HAVE AND TO HOLD the same for the purpose of constructing a city street 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 party of the first part have executed the above day and year first above written.

  
BRENDA KAY BURT

STATE OF MISSOURI)

) SS

COUNTY OF JASPER)

**ACKNOWLEDGEMENT BY INDIVIDUAL(S)**

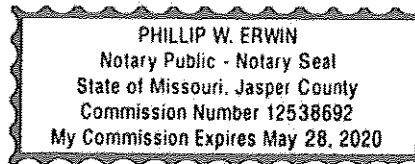
On this 10TH day of NOVEMBER, 2016, before me personally appeared BRENDA KAY BURT, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that she has executed the same as her free act and deed and for the consideration stated therein 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 May 28, 20 20

  
Notary Public

Notary Public





**EXHIBIT "A"**

**TEMPORARY CONSTRUCTION EASEMENT**

ALL OF THAT PART OF LOT 10 OF J.C. COX'S JR. 2ND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, RECORDED IN PLAT BOOK 2, PAGE 44, JASPER COUNTY, MISSOURI, RECORDERS OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER SAID LOT 10; THENCE S02°04'23"W, ALONG THE EAST RIGHT OF WAY OF MAIN STREET, 6.02 FEET FOR A POINT OF BEGINNING.

THENCE S87°56'13"E, LEAVING SAID EAST RIGHT OF WAY, A DISTANCE OF 51.05 FEET;

THENCE S02°04'23"W, A DISTANCE OF 13.98 FEET;

THENCE S87°56'13"E, A DISTANCE OF 59.10 FEET;

THENCE S01°58'27"W, A DISTANCE OF 6.45 FEET;

THENCE N87°56'13"W, A DISTANCE OF 64.11 FEET;

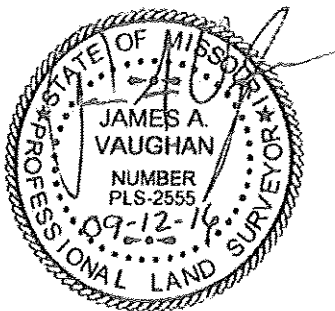
THENCE N02°04'23"E, A DISTANCE OF 15.43 FEET;

THENCE N87°56'13"W, A DISTANCE OF 46.05 FEET TO A POINT ON THE EAST RIGHT OF WAY OF MAIN STREET;

THENCE N02°04'23"E, ALONG SAID EAST RIGHT OF WAY, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 714 SQUARE FEET MORE OR LESS.

THIS DESCRIPTION WAS PREPARED BY CIW TRANSPORTATION CONSULTANTS, LLC; CORPORATE LAND SURVEY NUMBER 2007008003.



1421 (TEMP EASEMENT)

