

Bob Dixon
Presiding Commissioner

Rusty MacLachlan
1st District Commissioner

John C. Russell
2nd District Commissioner



Shane Schoeller
Clerk of the Commission

Christopher J. Coulter, AICP
County Administrator

Megan Applegate
Executive Assistant

COUNTY COMMISSION
Greene County, Missouri
(417) 868-4112

Greene County Commission
Commission Briefing Minutes

Thursday, June 10, 2021
9:30 AM
Commission Conference Room
1443 N. Robberson, 10th Floor

PLEASE CHECK & RETURN

<input checked="" type="checkbox"/>	PC
<input checked="" type="checkbox"/>	CC1
<input checked="" type="checkbox"/>	CC2

The Greene County Commission is now offering an alternative to attending the meeting. Please join our meeting from your computer, tablet or smartphone. <https://www.gotomeet.me/GCCommissionOffice>. You can also dial in using your phone. United States: +1 (872) 240-3412. You will be prompted for a PIN number where you will hit the "#" key and be prompted for an access code: 675-853-269

PLEASE BE AWARE: Cox Health has adopted a universal masking policy for all their properties. Masks are to be worn entering and exiting their facilities and medical office buildings as well as when in any interior common areas such as a lobby, hallway, shared bathroom, elevator, and stairwell.

Attendees: Bob Dixon, Rusty MacLachlan, John Russell, Megan Applegate, Fred Lizama.

Teleconference Attendees: Mike Cagle, Tina Phillips, Phil Corcoran, Jim Arnott, Lyle Foster, Jill Randolph, Kevin Barnes, Jeff Bassham, Justin Hill, Cindy Stein, Franz Williams, Allen Icet, Bill Prince and Royce Denny.

Informational Items

Resource Management-Kevin Barnes and Franz Williams

- Jail Project update.
- HVAC update.
- Preventive Maintenance Technician will start Monday.

Sheriff-Jim Arnott

- Requesting for an upcoming closed session.
- Detectives are keeping busy.
- Staffing is down, and hiring is also down.
- K9 update.

Juvenile-Bill Prince

- Senate Bill 53 update, clarification for raise the age.
- Staffing update.

Items for Consideration and Action by the Commission

EX1 Discussion and Possible Vote: CARES Reserve Fund

Please see exhibit for motions.

EX2 Discussion and Possible Vote: Warranty Deed, Highway

Commissioner John Russell moved to approve the warranty deed for Floyd and Linda Purdy. Commissioners Rusty MacLachlan seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

EX2 Discussion and Possible Vote: Temporary Construction Easement, Highway

Commissioner John Russell moved to approve the Temporary Construction Easement for Floyd and Linda Purdy. Commissioners Rusty MacLachlan seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

EX3 Discussion and Possible Vote: Warranty Deed, Highway

Commissioner John Russell moved to approve the warranty deed for Carol Jo Eagleburger. Commissioners Rusty MacLachlan seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

EX3 Discussion and Possible Vote: Temporary Construction Easement, Highway

Commissioner John Russell moved to approve the Temporary Construction Easement for Carol Jo Eagleburger. Commissioners Rusty MacLachlan seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

EX4 Discussion and Possible Vote: Perpetual Right of Way Easement, Highway

Commissioner John Russell moved to approve the perpetual right of way easement for Carol Jo Eagleburger. Commissioner Rusty MacLachlan seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

EX4 Discussion and Possible Vote: Temporary Construction Easement, Highway

Commissioner John Russell moved to approve the temporary construction easement for Todd and Jenell G. Wagner. Commissioner Rusty MacLachlan seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

EX5 Discussion and Possible Vote: Warranty Deed, Highway

Commissioner John Russell moved to approve the warranty deed for Todd and Jenell G. Wagner... Commissioners Rusty MacLachlan seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

EX5 Discussion and Possible Vote: Temporary Construction Easement, Highway

Commissioner John Russell moved to approve the Temporary Construction Easement for Todd and Jenell G. Wagner. Commissioners Rusty MacLachlan seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

Other:

With no other business the meeting was adjourned.

Girls on the Run up to \$17,287.21

Payroll and program materials

Commissioner Rusty MacLachlan moved to approve the CARES funds award of up to \$17,287.21 to Girls on the Run. Commissioner John Russell seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

Pregnancy Care Center up to \$16,437.95

Payroll

Commissioner Rusty MacLachlan moved to approve the CARES funds award of up to \$ 16,437.95 to the Pregnancy Care Center. Commissioner John Russell seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

Nightlight Christian Adoption up to \$4,084.94

Payroll

Commissioner Rusty MacLachlan moved to approve the CARES funds award of up to \$4,084.94 to the Nightlight Christian Adoption. Commissioner John Russell seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

Bois D'Arc Fire Protection District up to \$4,374.94

PPE and Technology

Commissioner Rusty MacLachlan moved to approve the CARES funds award of up to \$4,374.94 to the Bois D 'Arc Fire Protection District. Commissioner John Russell seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

Bob Dixon
Presiding Commissioner

Rusty MacLachlan
1st District Commissioner

John C. Russell
2nd District Commissioner



Shane Schoeller
Clerk of the Commission

Christopher J. Coulter, AICP
County Administrator

Megan Applegate
Executive Assistant

COUNTY COMMISSION
Greene County, Missouri
(417) 868-4112

Greene County Commission
REVISED Commission Briefing Agenda

Thursday, June 10, 2021
9:30 AM
Commission Conference Room
1443 N. Robberson, 10th Floor

The Greene County Commission is now offering an alternative to attending the meeting. Please join our meeting from your computer, tablet or smartphone. <https://www.gotomeet.me/GCCCommissionOffice>. You can also dial in using your phone. United States: +1 (872) 240-3412. You will be prompted for a PIN number where you will hit the "*" key and be prompted for an access code: 675-853-269

PLEASE BE AWARE: Cox Health has adopted a universal masking policy for all their properties. Masks are to be worn entering and exiting their facilities and medical office buildings as well as when in any interior common areas such as a lobby, hallway, shared bathroom, elevator, and stairwell.

Informational Items
Resource Management
Sheriff
Juvenile

Items for Consideration and Action by the Commission
Discussion and Possible Vote: CARES Reserve Fund
Discussion and Possible Vote: Warranty Deed, Highway
Discussion and Possible Vote: Temporary Construction Easement, Highway
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Discussion and Possible Vote: Temporary Construction Easement, Highway
Discussion and Possible Vote: Warranty Deed, Highway
Discussion and Possible Vote: Temporary Construction Easement, Highway
Discussion and Possible Vote: Perpetual Right of Way Easement, Highway
Discussion and Possible Vote: Temporary Construction Easement, Highway

Other:

REVISED 06/07/2021 @ 2:52 PM

Girls on the Run **up to \$17,287.21**
Payroll and program materials

Pregnancy Care Center **up to \$16,437.95**
Payroll

Nightlight Christian Adoption **up to \$4,084.94**
Payroll

Bois D'Arc Fire Protection District **up to \$4,374.94**
PPE and Technology

Bob Dixon
Presiding Commissioner

Harold Bengsch
1st District Commissioner

John C. Russell
2nd District Commissioner



Shane Schoeller
Clerk of the Commission

Christopher J. Coulter, AICP
County Administrator

Megan Applegate
Executive Assistant

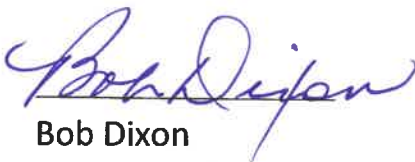
COUNTY COMMISSION
Greene County, Missouri
(417) 868-4112

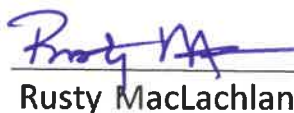
To: Greene County Auditor and Greene County Treasurer

Date: June 10, 2021

RE: Greene County CARES Act Relief Fund Award(s)

The County Commission approved awards to the below entities for the listed amounts. This document is to serve as Commission approval to dispense funding up to the approved award amount from CARES Relief Expenditures Reserves as appropriate supporting documentation is verified.


Bob Dixon


Rusty MacLachlan


John C. Russell

Girls on the Run	up to \$17,287.21
Pregnancy Care Center	up to \$16,437.95
Nightlight Christian Adoption	up to \$4,084.94
Bois D'Arc Fire Protection District	up to \$4,374.94

WARRANTY DEED

THIS INDENTURE, made this 20th day of May, 2021 by and between **FLOYD K. PURDY AND LINDA PURDY, Husband and Wife**, of the County of Greene, State of Missouri, hereinafter called "Grantor," and **GREENE COUNTY, STATE OF MISSOURI**, hereinafter called "Grantee" (mailing address of Grantee: 940 Boonville, Springfield, MO 65802);

WITNESSETH, that said Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, to it paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said Grantee, its heirs and assigns, the following described real estate and interests in real estate in the County of Greene, State of Missouri, to-wit:

(See Attachment "A")

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said Grantee, and unto its heirs and assigns forever.

Said Grantor hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by it or those under whom it claims and that it will warrant and defend the title to the said premises unto the Grantee and unto its heirs and assigns forever against the lawful claims and demands of all persons whomsoever, except as follows: None.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

ACCEPTED: Greene County Commission
DATE: _____

Bob Dixon
Bob Dixon, Presiding Commissioner

Rusty MacLachlan
Rusty MacLachlan, Commissioner District 1

John C. Russell
John C. Russell, Commissioner District 2

Rick Artman
Rick Artman, Administrator
Greene County Highway Department

Grantor:

Floyd K. Purdy
Floyd K. Purdy

Linda Purdy
Linda Purdy

STATE OF MISSOURI)
COUNTY OF Greene) SS.

ACKNOWLEDGMENT OF HUSBAND AND WIFE

On this 28th day of May, in the year 2021, before me, a Notary Public in and for said state, personally appeared Floyd K. Purdy and Linda Purdy, his wife, known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same for the purposes therein stated.

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

Kim M. Hicks NOTARY PUBLIC

"Notary Seal"

Print Name: Kim M. Hicks

My term of office expires: April 3, 2022

KIM M. HICKS
Notary Public - Notary Seal
State of Missouri
Commissioned for Greene County
My Commission Expires: April 03, 2022
Commission Number: 14601102

ATTACHMENT "A"

TRACT NO. 3 - GRANTOR: FLOYD K. PURDY AND LINDA PURDY

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 30 NORTH, RANGE 22 WEST IN GREENE COUNTY, MISSOURI, THE GRANTOR'S LAND AS DESCRIBED IN BOOK 1745, PAGE 181 AT THE GREENE COUNTY RECORDER'S OFFICE, SAID PARCEL HEREINAFTER DESCRIBED WITH REFERENCE TO THE SURVEYED CENTER LINE OF FARM ROAD 60 AS ESTABLISHED FOR THE BRIDGE NO. 06001501 REPLACEMENT PROJECT.

THE SURVEYED CENTER LINE OF FARM ROAD 60 IS DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING RAILROAD SPIKE AT THE CORNER OF SECTIONS 9, 10, 15 AND 16 IN TOWNSHIP 30 NORTH, RANGE 22 WEST; THENCE N87°35'46"W ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 1561.72 FEET; THENCE LEAVING SAID SOUTH LINE, N02°24'14"E, 0.10 FOOT TO A POINT ON THE CENTER LINE OF FARM ROAD 60 AT PROJECT CENTER LINE STATION 0+00 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE S86°51'08"E, 150.00 FEET TO CENTER LINE STATION 1+50; THENCE S87°24'07"E, 149.94 FEET TO CENTER LINE STATION 2+99.94; THENCE S88°26'26"E, 160.13 FEET TO CENTER LINE STATION 4+60.07 FOR THE POINT OF TERMINATION. (BEARINGS ARE BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.)

THE PARCEL OF LAND HEREIN CONVEYED IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 30 NORTH, RANGE 22 WEST, SAID CORNER BEING 2.14 FEET LEFT OF PROJECT CENTER LINE STATION 2+37.79; THENCE N02°10'03"E ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE WEST BOUNDARY OF GRANTOR'S LAND, 37.86 FEET TO A POINT 40 FEET LEFT OF CENTER LINE STATION 2+37.50; THENCE LEAVING SAID WEST LINE, S81°59'39"E, 182.92 FEET TO A POINT 20.59 FEET LEFT OF CENTER LINE STATION 4+20, SAID POINT BEING ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF FARM ROAD 60; THENCE LEAVING SAID EXISTING RIGHT-OF-WAY LINE, S01°33'34"W, 20.00 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AT A POINT 0.59 FEET LEFT OF CENTER LINE STATION 4+20; THENCE N87°35'46"W ALONG SAID SOUTH LINE, 182.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,625 SQUARE FEET (0.037 ACRE) OF NEW LAND FOR FARM ROAD 60.

Prepared by Great River Engineering
for Greene County, Missouri
Project No. 4369
Date: May 3, 2021

Great River Engineering
2826 S. Ingram Mill, Springfield, MO 65804
417-886-7171
Land Surveying Corporation Certificate of Authority #2001011476





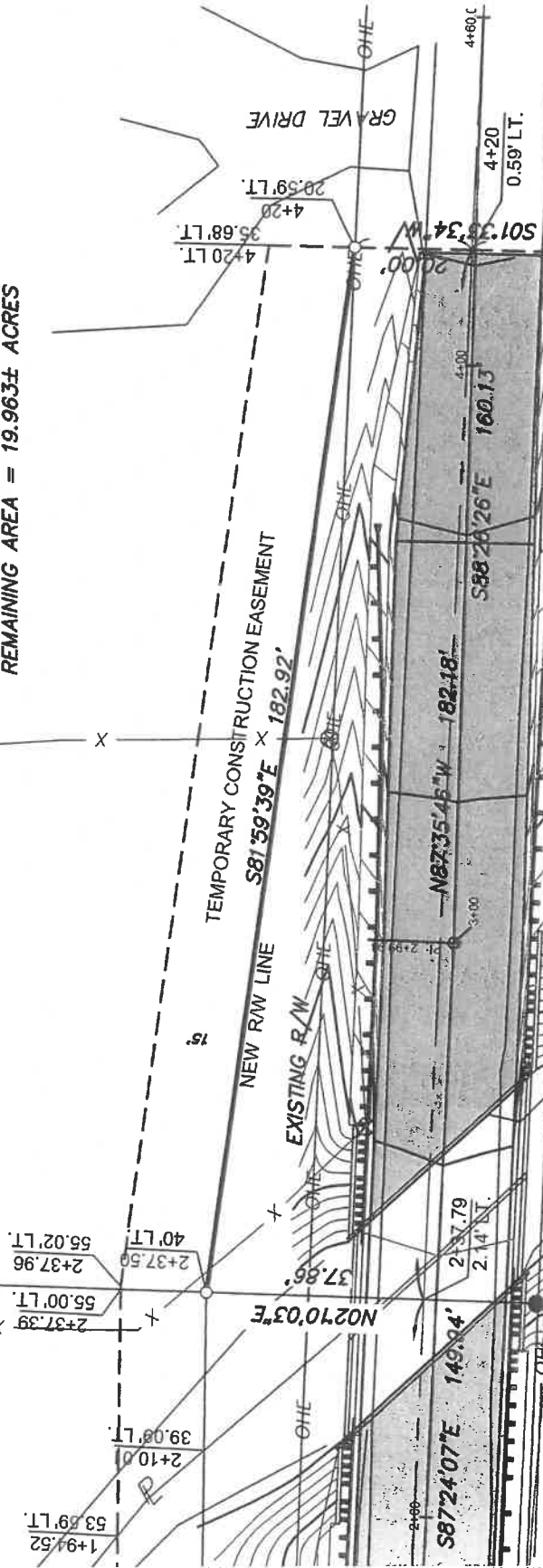
SCALE: 1"=30'

1/4-1/4 SECTION LINE
1/2 SECTION 9,
T30N, R22W
S1/2 SECTION 9,
T30N, R22W

③

FLOYD K. PURDY &
LINDA PURDY
BOOK 1745, PAGE 181

EXISTING AREA = 20.00± ACRES
NEW R/W = 1,625 SQ.FT. (0.037 ACRES)
T.C.E. = 2,743 SQ.FT. (0.063 ACRES)
REMAINING AREA = 19.963± ACRES



05/03/2021



RIGHT-OF-WAY EXHIBIT
FOR
GREENE COUNTY, MISSOURI

GRE
ENGINEERING
2828 S. NORMAN MIL. SPRINGFIELD, MO 65804
PHONE: (417) 886-7771 FAX: (417) 886-7591
www.greengr.com

Missouri State Certificate of Authority Number:
Engineering: 200016088B, Land Surveying: 2001011476, Landscape Architecture: 2007010970

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made this 28th day of May, 2021, by and between **Floyd K. Purdy and Linda Purdy, Husband and Wife**, of the County of Greene, State of Missouri ("Grantor") and **Greene County, State of Missouri** ("Grantee"). The mailing address of Grantee is 940 Boonville, Springfield, Missouri 65802.

WITNESSETH: that said Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to said Grantor in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does by the presents grant, bargain and sell, convey and confirm unto the said Grantee, its successors and assigns, the following described interest in real estate in the County of Greene, State of Missouri, to wit:

(SEE ATTACHMENT "A" FOR DESCRIPTION OF THE TEMPORARY EASEMENT AREA)

TO HAVE AND TO HOLD said Temporary Easement Area for the purposes herein set out, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto said Grantee, its successors and assigns; said Grantee, its successors, assigns, agents, contractors, subcontractors and employees shall have the right to enter upon said Temporary Easement Area for a work area in order to perform construction activities and grading in connection with public street improvements, including the right to park vehicles and to store tools, equipment, materials, supplies and machinery; Grantor warranting that it has good title to the property and the right to convey the easement interest stated herein, and Grantor agreeing to warrant and defend Grantee's rights in the easement against the lawful claims and demands of all persons whomsoever.

By acceptance of this conveyance, said Grantee hereby covenants on its behalf, and on the behalf of its successors and assigns, that it will for the benefit of Grantor, Grantor's successors and assigns, restore the Temporary Easement Area as nearly as reasonably possible to the same condition in which it existed immediately prior to Grantee's construction activity. Grantee further covenanting in this regard that it will, among other things (1) insofar as reasonably possible cause any excavation upon the Temporary Easement Area to be backfilled and graded to the original grade or to design grades according to approved plans; (2) remove, insofar as reasonably possible, all debris resulting from construction; (3) cause the re-seeding of any disturbed area; (4) use reasonable care to preserve those trees located within the Temporary Easement Area; (5) provide, at reasonable times during construction, access to the public street where any excavation upon the

Easement Area might otherwise interfere therewith; and (6) that it will replace any improved walkway, drive, fence or retaining wall damaged or destroyed by construction.


Grantor shall retain all rights to the use and occupancy of the Temporary Easement Area subject to the easement herein given.

The temporary construction easement granted in this indenture is limited to the uses and purposes herein before expressed and for no other purpose whatsoever. This temporary construction easement shall terminate one year from the date notice to proceed is issued by the Grantee for construction to begin, or upon the expiration of six (6) months after completion and acceptance of the construction project by Grantee, whichever shall occur last. Grantor agrees that this temporary construction easement shall be binding upon Grantor's successors and assigns and that in the event the premises subject to the easement is sold, assigned or conveyed, the purchaser or grantee thereof shall be advised of the existence of this temporary grant and that said transfer shall be made subject to the rights of Grantor herein.

IN WITNESS WHEREOF, said Grantor has executed the above the day and year first above written.

ACCEPTED: Greene County Commission

DATE: _____




Bob Dixon, Presiding Commissioner

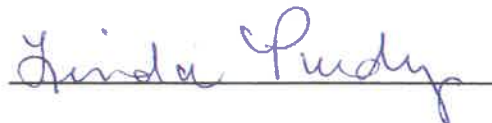
Rusty MacLachlan, Commissioner District 1

John C. Russell, Commissioner District 2

Rick Artman, Administrator
Greene County Highway Department

Grantor:



Floyd K. Purdy

Linda Purdy

STATE OF MISSOURI)
COUNTY OF Greene) SS.

ACKNOWLEDGMENT OF HUSBAND AND WIFE

On this 29th day of May, in the year 2021, before me, a Notary Public in and for said state, personally appeared Floyd K. Purdy and Linda Purdy, his wife, known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same for the purposes therein stated.

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

Kim M. Hicks NOTARY PUBLIC

"Notary Seal"

Print Name: Kim M. Hicks

My term of office expires: April 3, 2022



ATTACHMENT "A"

TRACT NO. 3 - GRANTOR: FLOYD K. PURDY AND LINDA PURDY

A TEMPORARY CONSTRUCTION EASEMENT, BEING PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 30 NORTH, RANGE 22 WEST IN GREENE COUNTY, MISSOURI, THE GRANTOR'S LAND AS DESCRIBED IN BOOK 1745, PAGE 181 AT THE GREENE COUNTY RECORDER'S OFFICE, SAID EASEMENT HEREINAFTER DESCRIBED WITH REFERENCE TO THE SURVEYED CENTER LINE OF FARM ROAD 60 AS ESTABLISHED FOR THE BRIDGE NO. 06001501 REPLACEMENT PROJECT.

THE SURVEYED CENTER LINE OF FARM ROAD 60 IS DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING RAILROAD SPIKE AT THE CORNER OF SECTIONS 9, 10, 15 AND 16 IN TOWNSHIP 30 NORTH, RANGE 22 WEST; THENCE N87°35'46"W ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 1561.72 FEET; THENCE LEAVING SAID SOUTH LINE, N02°24'14"E, 0.10 FOOT TO A POINT ON THE CENTER LINE OF FARM ROAD 60 AT PROJECT CENTER LINE STATION 0+00 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE S86°51'08"E, 150.00 FEET TO CENTER LINE STATION 1+50; THENCE S87°24'07"E, 149.94 FEET TO CENTER LINE STATION 2+99.94; THENCE S88°26'26"E, 160.13 FEET TO CENTER LINE STATION 4+60.07 FOR THE POINT OF TERMINATION. (BEARINGS ARE BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.)

THE TEMPORARY CONSTRUCTION EASEMENT HEREIN CONVEYED IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 30 NORTH, RANGE 22 WEST, SAID POINT BEING 40 FEET LEFT OF PROJECT CENTER LINE STATION 2+37.50; THENCE LEAVING SAID WEST LINE, S81°59'39"E, 182.92 FEET TO A POINT 20.59 FEET LEFT OF CENTER LINE STATION 4+20, SAID POINT BEING ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF FARM ROAD 60; THENCE LEAVING SAID EXISTING RIGHT-OF-WAY LINE, NORTHERLY TO A POINT 35.68 FEET LEFT OF CENTER LINE STATION 4+20; THENCE NORTHWESTERLY TO A POINT 55.02 FEET LEFT OF CENTER LINE STATION 2+37.96; THENCE WESTERLY TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AT A POINT 55.00 FEET LEFT OF CENTER LINE STATION 2+37.39; THENCE SOUTHERLY ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

CONTAINING 2,743 SQUARE FEET (0.063 ACRE) OF TEMPORARY CONSTRUCTION EASEMENT.

Prepared by Great River Engineering
for Greene County, Missouri
Project No. 4369
Date: May 3, 2021

Great River Engineering
2826 S. Ingram Mill, Springfield, MO 65804
417-886-7171
Land Surveying Corporation Certificate of Authority #2001011476



WARRANTY DEED

THIS INDENTURE, made this 2nd day of June, 2021 by and between **CAROL JO EAGLEBURGER**, of the County of Greene, State of Missouri, hereinafter called "Grantor," and **GREENE COUNTY, STATE OF MISSOURI**, hereinafter called "Grantee" (mailing address of Grantee: 940 Boonville, Springfield, MO 65802);

WITNESSETH, that said Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, to it paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents, **GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM** unto the said Grantee, its heirs and assigns, the following described real estate and interests in real estate in the County of Greene, State of Missouri, to-wit:

(See Attachment "A")

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said Grantee, and unto its heirs and assigns forever.

Said Grantor hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by it or those under whom it claims and that it will warrant and defend the title to the said premises unto the Grantee and unto its heirs and assigns forever against the lawful claims and demands of all persons whomsoever, except as follows: None.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

ACCEPTED: Greene County Commission
DATE: _____

Bob Dixon
Bob Dixon, Presiding Commissioner

Rusty MacLachlan
Rusty MacLachlan, Commissioner District 1

John C. Russell
John C. Russell, Commissioner District 2

Rick Artman
Rick Artman, Administrator
Greene County Highway Department

Grantor:

Carol Jo Eagleburger
Carol Jo Eagleburger

STATE OF MISSOURI)
COUNTY OF Greene) SS.

INDIVIDUAL ACKNOWLEDGMENT

On this 2nd day of June, in the year 2021, before me, a Notary Public in and for said state, personally appeared Carol Jo Eagleburger, known to me to be the person who executed the foregoing instrument, and acknowledged to me that she executed the same for the purposes therein stated.

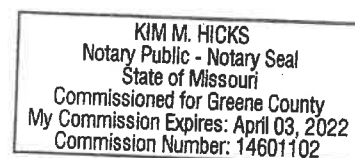
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri the day and year first above written.

Kim M. Hicks NOTARY PUBLIC

"Notary Seal"

Print Name: Kim M. Hicks

My term of office expires: April 3, 2022



ATTACHMENT "A"

TRACT NO. 1 - GRANTOR: CAROL JO EAGLEBURGER

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 30 NORTH, RANGE 22 WEST IN GREENE COUNTY, MISSOURI, THE GRANTOR'S LAND AS DESCRIBED IN BOOK 2005, PAGE 046422-05 AT THE GREENE COUNTY RECORDER'S OFFICE, SAID PARCEL HEREINAFTER DESCRIBED WITH REFERENCE TO THE SURVEYED CENTER LINE OF FARM ROAD 60 AS ESTABLISHED FOR THE BRIDGE NO. 06001501 REPLACEMENT PROJECT.

THE SURVEYED CENTER LINE OF FARM ROAD 60 IS DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING RAILROAD SPIKE AT THE CORNER OF SECTIONS 9, 10, 15 AND 16 IN TOWNSHIP 30 NORTH, RANGE 22 WEST; THENCE N87°35'46"W ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 1561.72 FEET; THENCE LEAVING SAID SOUTH LINE, N02°24'14"E, 0.10 FOOT TO A POINT ON THE CENTER LINE OF FARM ROAD 60 AT PROJECT CENTER LINE STATION 0+00 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE S86°51'08"E, 150.00 FEET TO CENTER LINE STATION 1+50; THENCE S87°24'07"E, 149.94 FEET TO CENTER LINE STATION 2+99.94; THENCE S88°26'26"E, 160.13 FEET TO CENTER LINE STATION 4+60.07 FOR THE POINT OF TERMINATION. (BEARINGS ARE BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.)

THE PARCEL OF LAND HEREIN CONVEYED IS DESCRIBED AS FOLLOWS:

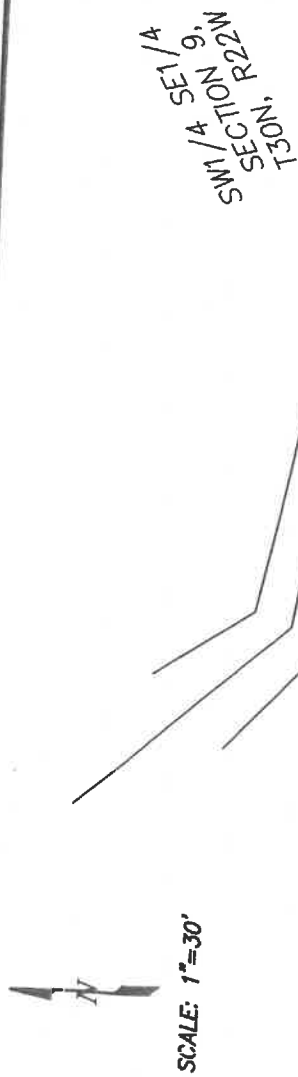
BEGINNING AT A POINT 0.55 FEET LEFT OF PROJECT CENTER LINE STATION 0+50, SAID POINT BEING ON THE SOUTH LINE OF SECTION 9, TOWNSHIP 30 NORTH, RANGE 22 WEST; THENCE LEAVING SAID SOUTH LINE, N03°08'52"E, 20.00 FEET TO A POINT 20.55 FEET LEFT OF CENTER LINE STATION 0+50 ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF FARM ROAD 60; THENCE S87°35'46"E ALONG SAID EXISTING RIGHT-OF-WAY LINE, 20.00 FEET TO A POINT 20.81 FEET LEFT OF CENTER LINE STATION 0+70; THENCE LEAVING SAID EXISTING RIGHT-OF-WAY LINE, N67°50'01"E, 33.19 FEET TO A POINT 35 FEET LEFT OF CENTER LINE STATION 1+00; THENCE S89°17'25"E, 109.73 FEET TO THE CENTER OF FLINT HILL BRANCH AND THE EASTERLY BOUNDARY OF GRANTOR'S LAND AT A POINT 39.09 FEET LEFT OF CENTER LINE STATION 2+10.01; THENCE S40°19'48"E ALONG THE CENTER OF FLINT HILL BRANCH, 40.70 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE S02°10'03"W ALONG SAID EAST LINE, 7.15 FEET TO THE SOUTHEAST CORNER THEREOF, SAID CORNER BEING 2.14 FEET LEFT OF CENTER LINE STATION 2+37.79; THENCE N87°35'46"W ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 187.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,034 SQUARE FEET (0.047 ACRE) OF NEW LAND FOR FARM ROAD 60.

Prepared by Great River Engineering for Greene County, Missouri
Project No. 4369 Date: May 3, 2021

Great River Engineering
2826 S. Ingram Mill, Springfield, MO 65804 417-886-7171
Land Surveying Corporation Certificate of Authority #2001011476





① CAROL JO EAGLEBURGER
BOOK 2005, PAGE 046422-05

BEGIN PROJECT
STATION 0+00

EXISTING R/W LINE



05/03/2021



GRE
GREAT POWER
STAY POWER

2026 S. INGRAM MILL, SPRINGFIELD, MO 65804
PHONE: (417) 886-7171 FAX: (417) 886-7591
www.creativ.com

Massachusetts Certificate of Authority Numbers:
Engineering: 2000156065, Land Surveying: 2001011478, Landscape Architecture: 2007013873

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made this 2nd day of June, 2021, by and between Carol Jo Eagleburger, of the County of Greene, State of Missouri ("Grantor") and Greene County, State of Missouri ("Grantee"). The mailing address of Grantee is 940 Boonville, Springfield, Missouri 65802.

WITNESSETH: that said Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to said Grantor in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does by the presents grant, bargain and sell, convey and confirm unto the said Grantee, its successors and assigns, the following described interest in real estate in the County of Greene, State of Missouri, to wit:

(SEE ATTACHMENT "A" FOR DESCRIPTION OF THE TEMPORARY EASEMENT AREA)

TO HAVE AND TO HOLD said Temporary Easement Area for the purposes herein set out, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto said Grantee, its successors and assigns; said Grantee, its successors, assigns, agents, contractors, subcontractors and employees shall have the right to enter upon said Temporary Easement Area for a work area in order to perform construction activities and grading in connection with public street improvements, including the right to park vehicles and to store tools, equipment, materials, supplies and machinery; Grantor warranting that it has good title to the property and the right to convey the easement interest stated herein, and Grantor agreeing to warrant and defend Grantee's rights in the easement against the lawful claims and demands of all persons whomsoever.

By acceptance of this conveyance, said Grantee hereby covenants on its behalf, and on the behalf of its successors and assigns, that it will for the benefit of Grantor, Grantor's successors and assigns, restore the Temporary Easement Area as nearly as reasonably possible to the same condition in which it existed immediately prior to Grantee's construction activity. Grantee further covenanting in this regard that it will, among other things (1) insofar as reasonably possible cause any excavation upon the Temporary Easement Area to be backfilled and graded to the original grade or to design grades according to approved plans; (2) remove, insofar as reasonably possible, all debris resulting from construction; (3) cause the re-seeding of any disturbed area; (4) use reasonable care to preserve those trees located within the Temporary Easement Area; (5) provide, at reasonable times during construction, access to the public street where any excavation upon the

Easement Area might otherwise interfere therewith; and (6) that it will replace any improved walkway, drive, fence or retaining wall damaged or destroyed by construction.

Grantor shall retain all rights to the use and occupancy of the Temporary Easement Area subject to the easement herein given.

The temporary construction easement granted in this indenture is limited to the uses and purposes herein before expressed and for no other purpose whatsoever. This temporary construction easement shall terminate one year from the date notice to proceed is issued by the Grantee for construction to begin, or upon the expiration of six (6) months after completion and acceptance of the construction project by Grantee, whichever shall occur last. Grantor agrees that this temporary construction easement shall be binding upon Grantor's successors and assigns and that in the event the premises subject to the easement is sold, assigned or conveyed, the purchaser or grantee thereof shall be advised of the existence of this temporary grant and that said transfer shall be made subject to the rights of Grantor herein.


IN WITNESS WHEREOF, said Grantor has executed the above the day and year first above written.

ACCEPTED: Greene County Commission
DATE: _____



Bob Dixon, Presiding Commissioner


Rusty MacLachlan, Commissioner District 1


John C. Russell, Commissioner District 2


Rick Artman, Administrator
Greene County Highway Department

Grantor:


Carol Jo Eagleburger

STATE OF MISSOURI)
COUNTY OF Greene) SS.

INDIVIDUAL ACKNOWLEDGMENT

On this 2nd day of June, in the year 2021, before me, a Notary Public in and for said state, personally appeared Carol Jo Eagleburger, known to me to be the person who executed the foregoing instrument, and acknowledged to me that he executed the same for the purposes therein stated.

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

Kim M. Hicks NOTARY PUBLIC

"Notary Seal"

Print Name: Kim M. Hicks

My term of office expires: April 3, 2022

KIM M. HICKS
Notary Public - Notary Seal
State of Missouri
Commissioned for Greene County
My Commission Expires: April 03, 2022
Commission Number: 14601102

ATTACHMENT "A"

TRACT NO. 2 - GRANTOR: CAROL JO EAGLEBURGER

A TEMPORARY CONSTRUCTION EASEMENT, BEING PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 30 NORTH, RANGE 22 WEST IN GREENE COUNTY, MISSOURI, THE GRANTOR'S LAND AS DESCRIBED IN BOOK 2009, PAGE 2151 AT THE GREENE COUNTY RECORDER'S OFFICE, SAID EASEMENT HEREINAFTER DESCRIBED WITH REFERENCE TO THE SURVEYED CENTER LINE OF FARM ROAD 60 AS ESTABLISHED FOR THE BRIDGE NO. 06001501 REPLACEMENT PROJECT.

THE SURVEYED CENTER LINE OF FARM ROAD 60 IS DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING RAILROAD SPIKE AT THE CORNER OF SECTIONS 9, 10, 15 AND 16 IN TOWNSHIP 30 NORTH, RANGE 22 WEST; THENCE N87°35'46"W ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 1561.72 FEET; THENCE LEAVING SAID SOUTH LINE, N02°24'14"E, 0.10 FOOT TO A POINT ON THE CENTER LINE OF FARM ROAD 60 AT PROJECT CENTER LINE STATION 0+00 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE S86°51'08"E, 150.00 FEET TO CENTER LINE STATION 1+50; THENCE S87°24'07"E, 149.94 FEET TO CENTER LINE STATION 2+99.94; THENCE S88°26'26"E, 160.13 FEET TO CENTER LINE STATION 4+60.07 FOR THE POINT OF TERMINATION. (BEARINGS ARE BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.)

THE TEMPORARY CONSTRUCTION EASEMENT HEREIN CONVEYED IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 39.09 FEET LEFT OF PROJECT CENTER LINE STATION 2+10.01, SAID POINT BEING AT THE CENTER OF FLINT HILL BRANCH; THENCE LEAVING THE CENTER OF SAID BRANCH, S89°17'25"E, 27.51 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9 AND THE EAST BOUNDARY OF GRANTOR'S LAND AT A POINT 40 FEET LEFT OF CENTER LINE STATION 2+37.50; THENCE NORTHERLY ALONG SAID EAST LINE TO A POINT 55.00 FEET LEFT OF CENTER LINE STATION 2+37.39; THENCE LEAVING SAID EAST LINE, WESTERLY TO THE CENTER OF FLINT HILL BRANCH AND THE SOUTHERLY BOUNDARY OF GRANTOR'S LAND AT A POINT 53.59 FEET LEFT OF CENTER LINE STATION 1+94.52; THENCE SOUTHEASTERLY ALONG THE CENTER OF SAID BRANCH TO THE POINT OF BEGINNING.

Prepared by Great River Engineering
for Greene County, Missouri
Project No. 4369
Date: April 19, 2021

Great River Engineering
2826 S. Ingram Mill, Springfield, MO 65804
417-886-7171
Land Surveying Corporation Certificate of Authority #2001011476



TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made this 2nd day of June, 2021, by and between **Carol Jo Eagleburger**, of the County of Greene, State of Missouri ("Grantor") and **Greene County, State of Missouri** ("Grantee"). The mailing address of Grantee is 940 Boonville, Springfield, Missouri 65802.

WITNESSETH: that said Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to said Grantor in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does by the presents grant, bargain and sell, convey and confirm unto the said Grantee, its successors and assigns, the following described interest in real estate in the County of Greene, State of Missouri, to wit:

(SEE ATTACHMENT "A" FOR DESCRIPTION OF THE TEMPORARY EASEMENT AREA)

TO HAVE AND TO HOLD said Temporary Easement Area for the purposes herein set out, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto said Grantee, its successors and assigns; said Grantee, its successors, assigns, agents, contractors, subcontractors and employees shall have the right to enter upon said Temporary Easement Area for a work area in order to perform construction activities and grading in connection with public street improvements, including the right to park vehicles and to store tools, equipment, materials, supplies and machinery; Grantor warranting that it has good title to the property and the right to convey the easement interest stated herein, and Grantor agreeing to warrant and defend Grantee's rights in the easement against the lawful claims and demands of all persons whomsoever.

By acceptance of this conveyance, said Grantee hereby covenants on its behalf, and on the behalf of its successors and assigns, that it will for the benefit of Grantor, Grantor's successors and assigns, restore the Temporary Easement Area as nearly as reasonably possible to the same condition in which it existed immediately prior to Grantee's construction activity. Grantee further covenanting in this regard that it will, among other things (1) insofar as reasonably possible cause any excavation upon the Temporary Easement Area to be backfilled and graded to the original grade or to design grades according to approved plans; (2) remove, insofar as reasonably possible, all debris resulting from construction; (3) cause the re-seeding of any disturbed area; (4) use reasonable care to preserve those trees located within the Temporary Easement Area; (5) provide, at reasonable times during construction, access to the public street where any excavation upon the

Easement Area might otherwise interfere therewith; and (6) that it will replace any improved walkway, drive, fence or retaining wall damaged or destroyed by construction.

Grantor shall retain all rights to the use and occupancy of the Temporary Easement Area subject to the easement herein given.

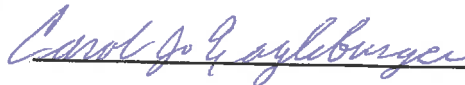
The temporary construction easement granted in this indenture is limited to the uses and purposes herein before expressed and for no other purpose whatsoever. This temporary construction easement shall terminate one year from the date notice to proceed is issued by the Grantee for construction to begin, or upon the expiration of six (6) months after completion and acceptance of the construction project by Grantee, whichever shall occur last. Grantor agrees that this temporary construction easement shall be binding upon Grantor's successors and assigns and that in the event the premises subject to the easement is sold, assigned or conveyed, the purchaser or grantee thereof shall be advised of the existence of this temporary grant and that said transfer shall be made subject to the rights of Grantor herein.

IN WITNESS WHEREOF, said Grantor has executed the above the day and year first above written.


ACCEPTED: Greene County Commission
DATE: _____



Bob Dixon, Presiding Commissioner

Grantor:


Carol Jo Eagleburger


Rusty MacLachlan, Commissioner District 1


John C. Russell, Commissioner District 2


Rick Artman, Administrator
Greene County Highway Department

STATE OF MISSOURI)
COUNTY OF Greene) SS.

INDIVIDUAL ACKNOWLEDGMENT

On this 2nd day of June, in the year 2021 before me, a Notary Public in and for said state, personally appeared Carol Jo Eagleburger, known to me to be the person who executed the foregoing instrument, and acknowledged to me that she executed the same for the purposes therein stated.

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

Kim M. Hicks NOTARY PUBLIC

Print Name: Kim M. Hicks

My term of office expires: April 3, 2022

"Notary Seal"



ATTACHMENT "A"

TRACT NO. 1 - GRANTOR: CAROL JO EAGLEBURGER

A TEMPORARY CONSTRUCTION EASEMENT, BEING PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 30 NORTH, RANGE 22 WEST IN GREENE COUNTY, MISSOURI, THE GRANTOR'S LAND AS DESCRIBED IN BOOK 2005, PAGE 046422-05 AT THE GREENE COUNTY RECORDER'S OFFICE, SAID EASEMENT HEREINAFTER DESCRIBED WITH REFERENCE TO THE SURVEYED CENTER LINE OF FARM ROAD 60 AS ESTABLISHED FOR THE BRIDGE NO. 06001501 REPLACEMENT PROJECT.

THE SURVEYED CENTER LINE OF FARM ROAD 60 IS DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING RAILROAD SPIKE AT THE CORNER OF SECTIONS 9, 10, 15 AND 16 IN TOWNSHIP 30 NORTH, RANGE 22 WEST; THENCE N87°35'46"W ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 1561.72 FEET; THENCE LEAVING SAID SOUTH LINE, N02°24'14"E, 0.10 FOOT TO A POINT ON THE CENTER LINE OF FARM ROAD 60 AT PROJECT CENTER LINE STATION 0+00 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE S86°51'08"E, 150.00 FEET TO CENTER LINE STATION 1+50; THENCE S87°24'07"E, 149.94 FEET TO CENTER LINE STATION 2+99.94; THENCE S88°26'26"E, 160.13 FEET TO CENTER LINE STATION 4+60.07 FOR THE POINT OF TERMINATION. (BEARINGS ARE BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.)

THE TEMPORARY CONSTRUCTION EASEMENT HEREIN CONVEYED IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 20.55 FEET LEFT OF PROJECT CENTER LINE STATION 0+50, SAID POINT BEING ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF FARM ROAD 60; THENCE S87°35'46"E ALONG SAID EXISTING RIGHT-OF-WAY LINE, 20.00 FEET TO A POINT 20.81 FEET LEFT OF CENTER LINE STATION 0+70; THENCE LEAVING SAID EXISTING RIGHT-OF-WAY LINE, N67°50'01"E, 33.19 FEET TO A POINT 35 FEET LEFT OF CENTER LINE STATION 1+00; THENCE S89°17'25"E, 109.73 FEET TO THE CENTER OF FLINT HILL BRANCH AND THE EASTERLY BOUNDARY OF GRANTOR'S LAND AT A POINT 39.09 FEET LEFT OF CENTER LINE STATION 2+10.01; THENCE NORTHWESTERLY ALONG THE CENTER OF FLINT HILL BRANCH TO A POINT 53.59 FEET LEFT OF CENTER LINE STATION 1+94.52; THENCE LEAVING THE CENTER OF SAID BRANCH, WESTERLY TO A POINT 49.86 FEET LEFT OF CENTER LINE STATION 0+96.33; THENCE SOUTHWESTERLY TO A POINT 27.94 FEET LEFT OF CENTER LINE STATION 0+50; THENCE SOUTHERLY TO THE POINT OF BEGINNING.

CONTAINING 2,273 SQUARE FEET (0.052 ACRE) OF TEMPORARY CONSTRUCTION EASEMENT.

Prepared by Great River Engineering
for Greene County, Missouri
Project No. 4369
Date: May 3, 2021

Great River Engineering
2826 S. Ingram Mill, Springfield, MO 65804
417-886-7171
Land Surveying Corporation Certificate of Authority #2001011476



PERPETUAL RIGHT OF WAY EASEMENT

THIS INDENTURE, made this 28th day of May, 2021 by and between **TODD G. WAGNER AND JENELL R. WAGNER, TRUSTEES, U/T/A TODD G. WAGNER AND JENELL R. WAGNER REVOCABLE TRUST DATED 9-21-05**, of the County of Greene, State of Missouri, hereinafter called "Grantor," and **GREENE COUNTY, STATE OF MISSOURI**, hereinafter called "Grantee" (mailing address of Grantee: 940 Boonville, Springfield, MO 65802);

WITNESSETH, that said Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, to it paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents, **GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM** unto the said Grantee, its heirs and assigns, the following described real estate and interests in real estate in the County of Greene, State of Missouri, to-wit:

(See Attachment "A")

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said Grantee, and unto its heirs and assigns forever.

Said Grantor hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by it or those under whom it claims and that it will warrant and defend the title to the said premises unto the Grantee and unto its heirs and assigns forever against the lawful claims and demands of all persons whomsoever, except as follows: None.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

ACCEPTED: Greene County Commission
DATE: _____



Bob Dixon, Presiding Commissioner



Rusty MacLachlan, Commissioner District 1

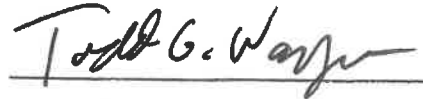


John C. Russell, Commissioner District 2



Rick Artman, Administrator
Greene County Highway Department

Grantor:



Todd G. Wagner, Trustee



Jenell R. Wagner, Trustee

STATE OF MISSOURI)
COUNTY OF Greene) SS.

ACKNOWLEDGEMENT OF TRUSTEES

On this 28th day of May, in the year 2021, before me, a Notary Public in and for said state, personally appeared Todd G. Wagner and Jenell R. Wagner, to me personally known, who, being by me duly sworn, did say that they are Trustees U/T/A Todd G. Wagner and Jenell R. Wagner Revocable Trust dated 9-21-05, and acknowledged to me that they executed the foregoing instrument for the purposes therein stated.

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

 NOTARY PUBLIC

Print Name: Kim M. Hicks

My term of office expires: April 3, 2022

"Notary Seal"

KIM M. HICKS
Notary Public - Notary Seal
State of Missouri
Commissioned for Greene County
My Commission Expires: April 03, 2022
Commission Number: 14601102

ATTACHMENT "A"

TRACT NO. 4 - GRANTOR: TODD G. WAGNER AND JENELL R. WAGNER TRUST

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 30 NORTH, RANGE 22 WEST IN GREENE COUNTY, MISSOURI, THE GRANTOR'S LAND AS DESCRIBED IN BOOK 2005, PAGE 053852-05 AT THE GREENE COUNTY RECORDER'S OFFICE, SAID PARCEL HEREINAFTER DESCRIBED WITH REFERENCE TO THE SURVEYED CENTER LINE OF FARM ROAD 60 AS ESTABLISHED FOR THE BRIDGE NO. 06001501 REPLACEMENT PROJECT.

THE SURVEYED CENTER LINE OF FARM ROAD 60 IS DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING RAILROAD SPIKE AT THE CORNER OF SECTIONS 9, 10, 15 AND 16 IN TOWNSHIP 30 NORTH, RANGE 22 WEST; THENCE N87°35'46"W ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 1561.72 FEET; THENCE LEAVING SAID SOUTH LINE, N02°24'14"E, 0.10 FOOT TO A POINT ON THE CENTER LINE OF FARM ROAD 60 AT PROJECT CENTER LINE STATION 0+00 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE S86°51'08"E, 150.00 FEET TO CENTER LINE STATION 1+50; THENCE S87°24'07"E, 149.94 FEET TO CENTER LINE STATION 2+99.94; THENCE S88°26'26"E, 160.13 FEET TO CENTER LINE STATION 4+60.07 FOR THE POINT OF TERMINATION. (BEARINGS ARE BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.)

THE PARCEL OF LAND HEREIN CONVEYED IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 30 NORTH, RANGE 22 WEST, SAID CORNER BEING 2.14 FEET LEFT OF PROJECT CENTER LINE STATION 2+37.79; THENCE S87°35'46"E ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, 182.18 FEET TO A POINT 0.59 FEET LEFT OF CENTER LINE STATION 4+20; THENCE LEAVING SAID NORTH LINE, S01°33'34"W, 20.00 FEET TO A POINT 19.42 FEET RIGHT OF CENTER LINE STATION 4+20, SAID POINT BEING ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF FARM ROAD 60; THENCE LEAVING SAID EXISTING RIGHT-OF-WAY LINE, S81°49'34"W, 121.75 FEET TO A POINT 40 FEET RIGHT OF CENTER LINE STATION 3+00; THENCE N82°03'57"W, 62.94 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE WEST BOUNDARY OF GRANTOR'S LAND AT A POINT 34.14 FEET RIGHT OF CENTER LINE STATION 2+38.06; THENCE N02°10'03"E ALONG SAID WEST LINE, 36.28 FEET TO THE POINT OF BEGINNING.

Prepared by Great River Engineering
for Greene County, Missouri
Project No. 4369
Date: April 19, 2021

Great River Engineering
2826 S. Ingram Mill, Springfield, MO 65804
417-886-7171
Land Surveying Corporation Certificate of Authority #2001011476





④

GRE
GREAT RIVER
ENTERTAINMENT

2806 S. HURLEY AVE. SPOKANE, ID 83404
PHONE: (417) 886-7711 FAX: (417) 886-7594
www.greid.com

Missouri State Certificate of Authority Numbers:
Engineering: 2000155865, Land Surveying: 2001011470, Landscape Architecture: 2007019073

WARRANTY DEED

THIS INDENTURE, made this 2nd day of June, 2021 by and between **CAROL JO EAGLEBURGER**, of the County of Greene, State of Missouri, hereinafter called "Grantor," and **GREENE COUNTY, STATE OF MISSOURI**, hereinafter called "Grantee" (mailing address of Grantee: 940 Boonville, Springfield, MO 65802);

WITNESSETH, that said Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, to it paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said Grantee, its heirs and assigns, the following described real estate and interests in real estate in the County of Greene, State of Missouri, to-wit:

(See Attachment "A")

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said Grantee, and unto its heirs and assigns forever.

Said Grantor hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by it or those under whom it claims and that it will warrant and defend the title to the said premises unto the Grantee and unto its heirs and assigns forever against the lawful claims and demands of all persons whomsoever, except as follows: None.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

ACCEPTED: Greene County Commission
DATE: _____

Bob Dixon
Bob Dixon, Presiding Commissioner

Rusty MacLachlan
Rusty MacLachlan, Commissioner District 1

John C. Russell
John C. Russell, Commissioner District 2

Rick Artman
Rick Artman, Administrator
Greene County Highway Department

Grantor:

Carol Jo Eagleburger
Carol Jo Eagleburger

STATE OF MISSOURI)
COUNTY OF Greene) SS.

INDIVIDUAL ACKNOWLEDGMENT

On this 2nd day of June, in the year 2021, before me, a Notary Public in and for said state, personally appeared Carol Jo Eagleburger, known to me to be the person who executed the foregoing instrument, and acknowledged to me that he executed the same for the purposes therein stated.

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

Kim M. Hicks NOTARY PUBLIC

Print Name: Kim M. Hicks

My term of office expires: April 3, 2022

"Notary Seal"

KIM M. HICKS
Notary Public - Notary Seal
State of Missouri
Commissioned for Greene County
My Commission Expires: April 03, 2022
Commission Number: 14601102

ATTACHMENT "A"

TRACT NO. 2 - GRANTOR: CAROL JO EAGLEBURGER

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 30 NORTH, RANGE 22 WEST IN GREENE COUNTY, MISSOURI, THE GRANTOR'S LAND AS DESCRIBED IN BOOK 2009, PAGE 2151 AT THE GREENE COUNTY RECORDER'S OFFICE, SAID PARCEL HEREINAFTER DESCRIBED WITH REFERENCE TO THE SURVEYED CENTER LINE OF FARM ROAD 60 AS ESTABLISHED FOR THE BRIDGE NO. 06001501 REPLACEMENT PROJECT.

THE SURVEYED CENTER LINE OF FARM ROAD 60 IS DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING RAILROAD SPIKE AT THE CORNER OF SECTIONS 9, 10, 15 AND 16 IN TOWNSHIP 30 NORTH, RANGE 22 WEST; THENCE N87°35'46"W ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 1561.72 FEET; THENCE LEAVING SAID SOUTH LINE, N02°24'14"E, 0.10 FOOT TO A POINT ON THE CENTER LINE OF FARM ROAD 60 AT PROJECT CENTER LINE STATION 0+00 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE S86°51'08"E, 150.00 FEET TO CENTER LINE STATION 1+50; THENCE S87°24'07"E, 149.94 FEET TO CENTER LINE STATION 2+99.94; THENCE S88°26'26"E, 160.13 FEET TO CENTER LINE STATION 4+60.07 FOR THE POINT OF TERMINATION. (BEARINGS ARE BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.)

THE PARCEL OF LAND HEREIN CONVEYED IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 30 NORTH, RANGE 22 WEST, SAID CORNER BEING 2.14 FEET LEFT OF PROJECT CENTER LINE STATION 2+37.79; THENCE N02°10'03"E ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, 7.15 FEET TO THE CENTER OF FLINT HILL BRANCH FOR THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN; THENCE N40°19'48"W ALONG THE CENTER OF FLINT HILL BRANCH AND THE SOUTHERLY BOUNDARY OF GRANTOR'S LAND, 40.70 FEET TO A POINT 39.09 FEET LEFT OF CENTER LINE STATION 2+10.01; THENCE LEAVING THE CENTER OF SAID BRANCH, S89°17'25"E, 27.51 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9 AND THE EAST BOUNDARY OF GRANTOR'S LAND AT A POINT 40 FEET LEFT OF CENTER LINE STATION 2+37.50; THENCE S02°10'03"W ALONG SAID EAST LINE, 30.71 FEET TO THE POINT OF BEGINNING.

Prepared by Great River Engineering
for Greene County, Missouri
Project No. 4369
Date: April 19, 2021

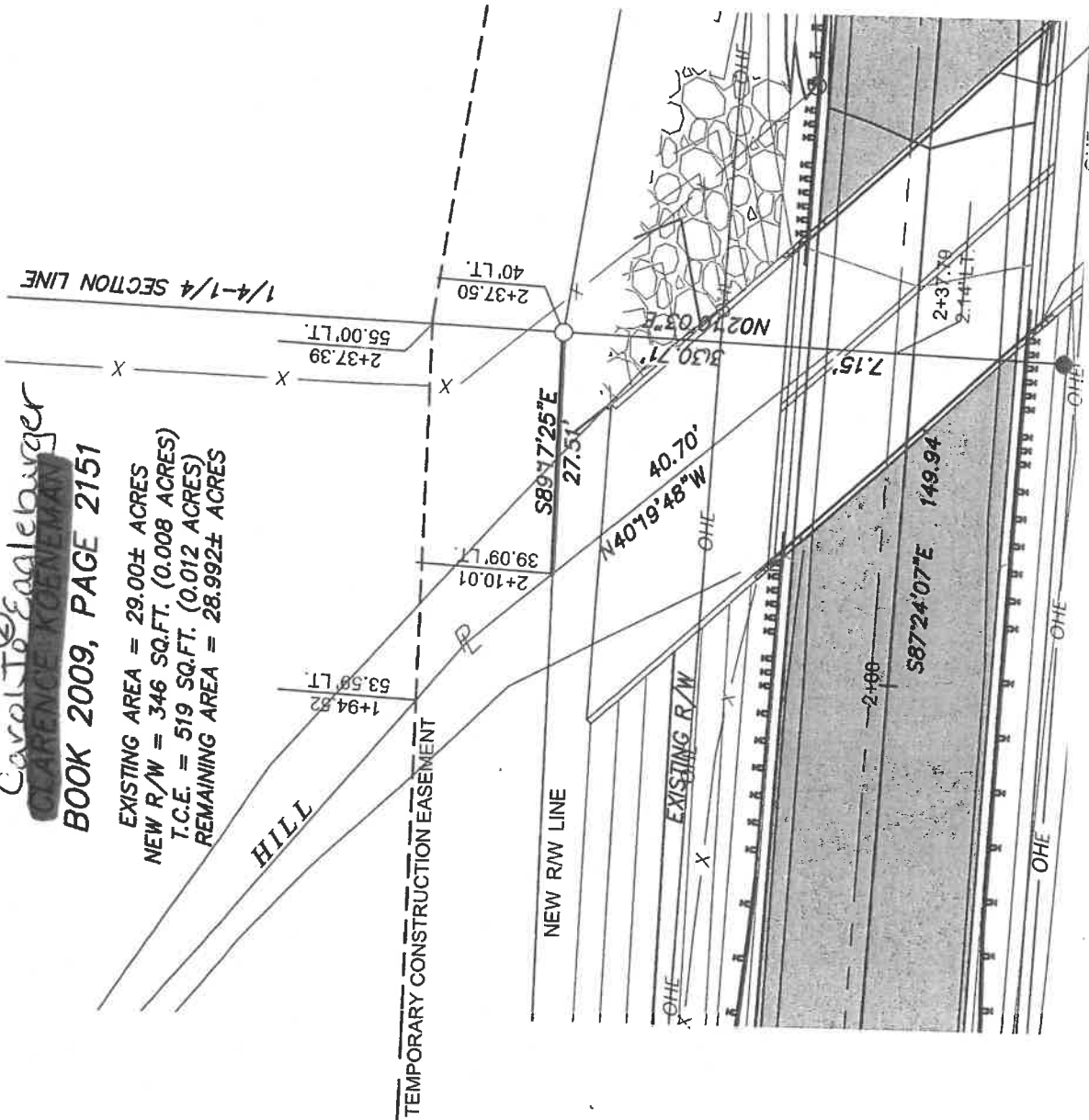
Great River Engineering
2826 S. Ingram Mill, Springfield, MO 65804
417-886-7171
Land Surveying Corporation Certificate of Authority #2001011476



Carol To Eagleburger
CLARENCE KOENIGMAN
BOOK 2009, PAGE 2151

EXISTING AREA = 29.00± ACRES
NEW R/W = 346 SQ.FT. (0.008 ACRES)
T.C.E. = 519 SQ.FT. (0.012 ACRES)
REMAINING AREA = 28.992± ACRES

SCALE: 1"=20'



05/03/2021

RIGHT-OF-WAY EXHIBIT FOR GREENE COUNTY, MISSOURI



GRE
GREAT RIVER
ENGINEERING
2020 S. WISDOM HILL, SPRINGFIELD, MO 65804
PHONE: (417) 886-2111, FAX: (417) 886-7891
www.gre-engineering.com

Missouri State Certificate of Authority Number:
Engineering: 2000156685, Land Surveyor: 2010114176, Landscape Architect: 2007013073

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made this 28th day of May, 2021, by and between **Todd G. Wagner and Jenell R. Wagner, Trustees, U/T/A Todd G. Wagner and Jenell R. Wagner Revocable Trust dated 9-21-05**, of the County of Greene, State of Missouri ("Grantor") and **Greene County, State of Missouri** ("Grantee"). The mailing address of Grantee is 940 Boonville, Springfield, Missouri 65802.

WITNESSETH: that said Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to said Grantor in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does by the presents grant, bargain and sell, convey and confirm unto the said Grantee, its successors and assigns, the following described interest in real estate in the County of Greene, State of Missouri, to wit:

(SEE ATTACHMENT "A" FOR DESCRIPTION OF THE TEMPORARY EASEMENT AREA)

TO HAVE AND TO HOLD said Temporary Easement Area for the purposes herein set out, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto said Grantee, its successors and assigns; said Grantee, its successors, assigns, agents, contractors, subcontractors and employees shall have the right to enter upon said Temporary Easement Area for a work area in order to perform construction activities and grading in connection with public street improvements, including the right to park vehicles and to store tools, equipment, materials, supplies and machinery; Grantor warranting that it has good title to the property and the right to convey the easement interest stated herein, and Grantor agreeing to warrant and defend Grantee's rights in the easement against the lawful claims and demands of all persons whomsoever.

By acceptance of this conveyance, said Grantee hereby covenants on its behalf, and on the behalf of its successors and assigns, that it will for the benefit of Grantor, Grantor's successors and assigns, restore the Temporary Easement Area as nearly as reasonably possible to the same condition in which it existed immediately prior to Grantee's construction activity. Grantee further covenanting in this regard that it will, among other things (1) insofar as reasonably possible cause any excavation upon the Temporary Easement Area to be backfilled and graded to the original grade or to design grades according to approved plans; (2) remove, insofar as reasonably possible, all debris resulting from construction; (3) cause the re-seeding of any disturbed area; (4) use reasonable care to preserve those trees located within the Temporary Easement Area; (5) provide, at reasonable times during construction, access to the public street where any excavation upon the

Easement Area might otherwise interfere therewith; and (6) that it will replace any improved walkway, drive, fence or retaining wall damaged or destroyed by construction.

Grantor shall retain all rights to the use and occupancy of the Temporary Easement Area subject to the easement herein given.

The temporary construction easement granted in this indenture is limited to the uses and purposes herein before expressed and for no other purpose whatsoever. This temporary construction easement shall terminate one year from the date notice to proceed is issued by the Grantee for construction to begin, or upon the expiration of six (6) months after completion and acceptance of the construction project by Grantee, whichever shall occur last. Grantor agrees that this temporary construction easement shall be binding upon Grantor's successors and assigns and that in the event the premises subject to the easement is sold, assigned or conveyed, the purchaser or grantee thereof shall be advised of the existence of this temporary grant and that said transfer shall be made subject to the rights of Grantor herein.

IN WITNESS WHEREOF, said Grantor has executed the above the day and year first above written.

ACCEPTED: Greene County Commission
DATE: _____



Bob Dixon, Presiding Commissioner



Rusty MacLachlan, Commissioner District 1



John C. Russell, Commissioner District 2

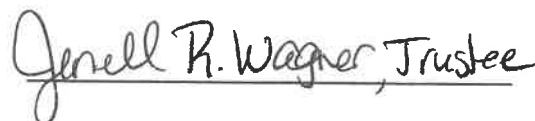


Rick Artman, Administrator
Greene County Highway Department

Grantor:



Todd G. Wagner, Trustee



Jenell R. Wagner, Trustee

STATE OF MISSOURI)
COUNTY OF Greene) SS.

ACKNOWLEDGEMENT OF TRUSTEES

On this 28th day of May, in the year 2021, before me, a Notary Public in and for said state, personally appeared Todd G. Wagner and Jenell R. Wagner, to me personally known, who, being by me duly sworn, did say that they are Trustees U/T/A Todd G. Wagner and Jenell R. Wagner Revocable Trust dated 9-21-05, and acknowledged to me that they executed the foregoing instrument for the purposes therein stated.

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

Kim M. Hicks NOTARY PUBLIC

Print Name: Kim M. Hicks

My term of office expires: April 3, 2022

"Notary Seal"

KIM M. HICKS Notary Public - Notary Seal State of Missouri Commissioned for Greene County My Commission Expires: April 03, 2022 Commission Number: 14601102
--

ATTACHMENT "A"

TRACT NO. 4 - GRANTOR: TODD G. WAGNER AND JENELL R. WAGNER TRUST

A TEMPORARY CONSTRUCTION EASEMENT, BEING PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 30 NORTH, RANGE 22 WEST IN GREENE COUNTY, MISSOURI, THE GRANTOR'S LAND AS DESCRIBED IN BOOK 2005, PAGE 053852-05 AT THE GREENE COUNTY RECORDER'S OFFICE, SAID EASEMENT HEREINAFTER DESCRIBED WITH REFERENCE TO THE SURVEYED CENTER LINE OF FARM ROAD 60 AS ESTABLISHED FOR THE BRIDGE NO. 06001501 REPLACEMENT PROJECT.

THE SURVEYED CENTER LINE OF FARM ROAD 60 IS DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING RAILROAD SPIKE AT THE CORNER OF SECTIONS 9, 10, 15 AND 16 IN TOWNSHIP 30 NORTH, RANGE 22 WEST; THENCE N87°35'46"W ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 1561.72 FEET; THENCE LEAVING SAID SOUTH LINE, N02°24'14"E, 0.10 FOOT TO A POINT ON THE CENTER LINE OF FARM ROAD 60 AT PROJECT CENTER LINE STATION 0+00 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE S86°51'08"E, 150.00 FEET TO CENTER LINE STATION 1+50; THENCE S87°24'07"E, 149.94 FEET TO CENTER LINE STATION 2+99.94; THENCE S88°26'26"E, 160.13 FEET TO CENTER LINE STATION 4+60.07 FOR THE POINT OF TERMINATION. (BEARINGS ARE BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.)

THE TEMPORARY CONSTRUCTION EASEMENT HEREIN CONVEYED IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 19.42 FEET RIGHT OF PROJECT CENTER LINE STATION 4+20, SAID POINT BEING ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF FARM ROAD 60; THENCE LEAVING SAID EXISTING RIGHT-OF-WAY LINE, S81°49'34"W, 121.75 FEET TO A POINT 40 FEET RIGHT OF CENTER LINE STATION 3+00; THENCE N82°03'57"W, 62.94 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 30 NORTH, RANGE 22 WEST AND THE WEST BOUNDARY OF GRANTOR'S LAND AT A POINT 34.14 FEET RIGHT OF CENTER LINE STATION 2+38.06; THENCE SOUTHERLY ALONG SAID WEST LINE TO A POINT 49.22 FEET RIGHT OF CENTER LINE STATION 2+38.17; THENCE LEAVING SAID WEST LINE, SOUTHEASTERLY TO A POINT 55.14 FEET RIGHT OF CENTER LINE STATION 3+00.44; THENCE NORTHEASTERLY TO A POINT 32.07 FEET RIGHT OF CENTER LINE STATION 4+35; THENCE NORTHERLY TO A POINT 19.64 FEET RIGHT OF CENTER LINE STATION 4+35, SAID POINT BEING ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF FARM ROAD 60; THENCE WESTERLY ALONG SAID EXISTING RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

CONTAINING 2,979 SQUARE FEET (0.068 ACRE) OF TEMPORARY CONSTRUCTION EASEMENT.

Prepared by Great River Engineering for Greene County, Missouri
Project No. 4369 Date: May 3, 2021

Great River Engineering
2826 S. Ingram Mill, Springfield, MO 65804
417-886-7171
Land Surveying Corporation Certificate of Authority #2001011476

