



**Christian County Commission**

100 West Church St, Room 100  
Ozark, MO 65721

**SCHEDULED**

**MEETING ATTACHMENTS (ID # 5147)**

Meeting: 02/06/20 08:40 AM

Department: County Clerk

Category: Meeting Items

Prepared By: Paula Brumfield

Initiator: Paula Brumfield

Sponsors:

DOC ID: 5147

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## Meeting Attachments

**ATTACHMENTS:**

- 020620 ORDER NO 02-06-2020-01 EX-OFFICIO COMMISSIONER APPOINTMENT - CONVEY LAND TO CITY OF OZARK - RECORDED (PDF)
- 020620 ENROACHMENT AGREEMENT - CITY OF OZARK - FULLY EXECUTED (PDF)



Recording Date/Time: 02/11/2020 at 03:28:17 PM

Instr #: 2020L01864

Book: 2020 Page: 1845

Pages: 6

Fee: \$39.00 \$ 20200001801



COURTHOUSE CHRISTIAN COUNTY MISSOURI

(Space Above Reserved For Recorder of Deeds Certification)

Title of Document: Order No. 02-06-2020-01  
Conveyance of certain real property in the city of Ozark  
to the city of Ozark

Date of Document: February 11th, 2020

Grantor(s): Christian County, Missouri  
Ex-officio Commissioner Todd Wieschen

Grantee(s): City of Ozark

Mailing Address: 100 W Church St. Rm 100  
Ozark, MO 65721

Legal Description: See Exhibit "A"

Reference Book and Page: N/A

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document)

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**ORDER OF THE**  
**CHRISTIAN COUNTY COMMISSION**  
**OZARK, MISSOURI**

Date: February 6, 2020  
Subject: Christian County, Missouri's conveyance of certain real property in the City of Ozark, Christian County, Missouri, to the City of Ozark, Missouri

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WHEREAS, the COUNTY OF CHRISTIAN, MISSOURI, on February 20, 2018, entered into an Intergovernmental Agreement (the "Agreement") to sell and convey to the City of Ozark, Missouri (hereinafter the "City") a certain parcel of real estate legally described as follows:

***See Exhibit "A" attached hereto.***

and

WHEREAS, the terms of the Agreement provide for Christian County to convey the above-described real property by Special Warranty Deed, a copy of which is attached hereto as Exhibit "B"; and

WHEREAS, Section 49.280, RSMo. provides the County Commission may, by Order, appoint an Ex-Officio Commissioner to convey or dispose of any interest in real estate belonging to the County; and

WHEREAS, the Christian County Commission elects to appoint Todd Wiesehan as its Ex-Officio Commissioner, to execute a Special Warranty Deed for the parcel legally described in Exhibit "A" attached hereto, to the City.

NOW, THEREFORE, in accordance with the terms of above-described Intergovernmental Agreement, Christian County, Missouri shall convey to the City its interest in the above-described parcel of real property by a Special Warranty Deed executed its Ex-Officio Commissioner, Todd Wiesehan.

IT HEREBY ORDERED:

Todd Wiesehan is hereby appointed as an Ex-Officio Commissioner of Christian County, Missouri, to convey the County's interest in real property legal described on Exhibit "A" attached hereto to the City of Ozark, Missouri.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 6th day of February 2020 at 10:15 o'clock a. m. at Christian County, Missouri.

DATED: 2/6/2020

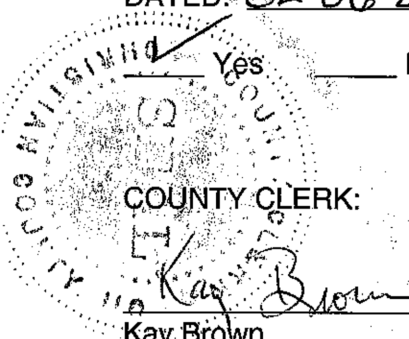
Yes  No

DATED: 2-6-2020

Yes  No

DATED: 02-06-2020

Yes  No



COUNTY CLERK:

Kay Brown  
Kay Brown

[Signature]

Ralph Phillips, Presiding Commissioner

[Signature]

Hosea Bilyeu, Western Commissioner

[Signature]

Mike Robertson, Eastern Commissioner

APPROVED AS TO FORM:

John W. Housley, Attorney at Law  
901 St. Louis Street 20<sup>th</sup> Floor  
Springfield, MO 65806  
Phone: 417-866-7777  
Fax: 417-866-1752

Exhibit "B"

**SPECIAL WARRANTY DEED**

THIS DEED, made on the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between **Christian County, Missouri**, by and through its Ex-Officio Commissioner, **TODD WIESEHAN**, ("Grantor"), of the County of Christian, Missouri, and the **CITY OF OZARK, MISSOURI**, ("Grantee"). Grantee's mailing address is City of Ozark, 201-B E. Brick, PO Box 295, Ozark, MO 65721.

WITNESSETH, for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and by virtue and pursuant to an Order of the Christian County Commission dated the \_\_\_\_ day of January, 2020; Grantor does hereby CONVEY all of its right, title, and interest in real estate which Grantor may have in and to the following described real property in Christian County, Missouri, to wit:

See Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the same, together with all rights, privileges, appurtenances, and immunities, unto Grantee and Grantee's successor and assigns forever.

Grantor hereby covenants said it is lawfully seized of an indefeasible estate, in fee, in the premises hereby conveyed and that since acquiring its interest it has placed no encumbrances on the property.

IN WITNESS WHEREOF, Christian County, Missouri by and through its Ex-Officio Commissioner, Todd Wiesehan, Grantor, has hereunto set his hand and the County's seal the day and year first above written to be hereto affixed, this the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
**TODD WIESEHAN**, Christian County Ex-Officio  
Commissioner

STATE OF MISSOURI        )  
                                      ) ss.  
COUNTY OF CHRISTIAN    )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared **TODD WIESEHAN, Ex-Officio Commissioner of Christian County, Missouri**, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

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

\_\_\_\_\_  
Notary Public  
Name:\_\_\_\_\_

My Commission Expires:

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Exhibit "A"

DESCRIPTION

A TRACT OF LAND BEING PART OF LOT 394 OF HOSEA PAUL'S SURVEY OF THE CITY OF OZARK RECORDED IN PLAT BOOK B, PAGE 23, LOCATED IN SECTION 23, TOWNSHIP 27 NORTH, RANGE 21 WEST OF THE 5TH P.M., CITY OF OZARK, CHRISTIAN COUNTY, MISSOURI LYING BETWEEN THE FOLLOWING TWO DESCRIBED BOUNDARY LINES:

BOUNDARY LINE 1: BEGINNING AT A FOUND IRON ROD AT THE SOUTHWEST CORNER OF ABOVE MENTIONED LOT 394, SAID POINT BEING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF ELM STREET, 60 FEET WIDE AND THE EAST LINE OF SECOND STREET, 60 FEET WIDE; THENCE ALONG THE EAST LINE OF SAID SECOND STREET  $N01^{\circ}23'30''E$  300.80 FEET TO A FOUND IRON ROD; THENCE ALONG THE NORTH LINE OF SAID LOT 394 ALSO BEING THE SOUTH RIGHT OF WAY LINE OF CHURCH STREET, 60 FEET WIDE  $S88^{\circ}43'25''E$  302.31 FEET TO A FOUND IRON ROD; THENCE ALONG THE EAST LINE OF SAID LOT 394 ALSO BEING THE WEST LINE OF SECOND AVENUE, 60' WIDE  $S01^{\circ}23'09''W$  300.67 FEET TO A FOUND IRON ROD; THENCE ALONG THE SOUTH LINE OF SAID LOT 394 ALSO BEING THE NORTH RIGHT OF WAY LINE OF ABOVE MENTIONED ELM STREET  $N88^{\circ}44'51''W$  302.35 FEET TO THE POINT OF BEGINNING.

BOUNDARY LINE 2: COMMENCING AT A FOUND IRON ROD AT THE SOUTHWEST CORNER OF ABOVE MENTIONED LOT 394, SAID POINT BEING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF ELM STREET, 60 FEET WIDE AND THE EAST LINE OF SECOND STREET, 60 FEET WIDE; THENCE  $N46^{\circ}19'19''E$  21.95 FEET TO A SET IRON ROD BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE; THENCE  $N01^{\circ}23'30''E$  269.79 FEET TO A SET IRON ROD; THENCE  $S88^{\circ}43'25''E$  271.32 FEET TO A SET IRON ROD; THENCE  $S01^{\circ}23'09''W$  269.68 FEET TO A SET IRON ROD; THENCE  $N88^{\circ}44'51''W$  271.34 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 17,734 SQUARE FEET OR 0.41 ACRES.



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ROUTE ORDER: Licensee signs, route to City Clerk, City Admin/Mayor signs two originals, Clerk adds date, City Attorney signs, return one original by mail to Licensee and City Clerk retains one original.

Effective Date: <u>3.4.20</u>	Termination Date:	Contract No:
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> RENEWAL OF CONTRACT NO.
<b>CITY</b>	<b>LICENSEE</b>	
City of Ozark, Missouri 205 N. 1 <sup>st</sup> Street, PO BOX 295 Ozark, MO 65721 PHONE: ATTN: Steve Childers      DEPT: City Administrator	Name: Christian County Address: Phone: Attn:	

**LICENSE AGREEMENT FOR ENCROACHMENT**

THIS AGREEMENT, made and entered into this 4<sup>th</sup> day of March, 2020, by the City of Ozark, Missouri (City) and Christian County (County) the parties identified above.

WITNESSETH:

WHEREAS, the County wishes to maintain an enclosed solid waste receptacle located immediately to the east of the intersection of South 2<sup>nd</sup> Street and West Walnut Street on the north side of West Walnut Street (the "Premises"), shown on Exhibit A; and

WHEREAS, the City owns and maintains the Premises as right-of-way and as such has established ordinances regulating the use of said right-of-way; and

WHEREAS, the Parties wish to enter into this License Agreement to allow for an enclosed solid waste receptacle (the "Encroachment") by the County into the City's right-of-way at the Premises for maintaining an enclosed solid waste receptacle.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the County as follows:

- License.** The City hereby grants to County a license (License) to enter upon City property for the purpose of maintaining, repairing, and occupying an Encroachment on the Premises for the purpose of an enclosed solid waste receptacle, as near as feasible to the location shown on Exhibit A, which is attached hereto and incorporated herein by reference. As shown on Exhibit A, the Encroachment shall consist of an eleven foot by nine foot (11' x 9') concrete pad and a fence enclosing this area, an eleven foot by five foot (11' x 5') concrete approach pad, four pipe bollards surrounding the concrete pads, and the solid waste receptacle located on the 11' x 9' concrete pad. This License shall commence on the date of the execution of this agreement and shall continue until terminated under the provisions herein. This License is granted by the City solely for the purpose of maintaining said enclosed solid waste receptacle and County shall not modify or alter this use without the written permission of the City. This License shall be recordable in the land records of the Christian County recorder's office.
- Repair and maintenance of Encroachment.** County shall ensure that the Encroachment is inspected from time to time to identify if repairs are necessary and shall ensure the Encroachment is properly maintained. The City has the right to inspect the Encroachment and request that County make necessary repairs. If County fails to maintain the Encroachment, the City may terminate this License as provided herein.



3. **Restoration of Premises.** Should County need to do any repair or maintenance work on the Encroachment, County will, at its own expense, promptly upon completion of the work, restore the Premises to the pre-existing condition and to the satisfaction of the Department of Public Works.

4. **Change of grade or diverting of storm water.** County shall not change the drainage patten or otherwise alter by raising or lowering the elevation of the land encumbered by the License in any manner which shall impede or divert the passage of storm water or surface water.

5. **Compensation.** No compensation will be payable from the City to County, nor will County be required to pay to City any rent or other fee for entry upon Premises in accordance with this agreement.

6. **Termination of License.**

- a. Either party may terminate this License upon sixty (60) days' notice to the other party and upon such notice County shall immediately cause the Encroachment to be returned to its original condition.
- b. City shall have the absolute right at its discretion to terminate this License or refuse to allow the County's Encroachment over and across the Premises if City determines that storm water is being improperly diverted by County or the Encroachment, that the County has failed to repair and maintain the Encroachment, or that the Encroachment constitutes a hazard to the traveling public or other persons. City shall furnish notice to County requiring removal of the Encroachment with a reasonable time frame for removal.

7. **Conflicts.** In accepting this agreement, County certifies that no member or officer of its firm or corporation is an officer or employee of the City of Ozark, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this agreement. All local, state, and federal laws and regulations related to conflicts of interest will be followed, specifically Chapter 105 RSMo.

8. **Assignment.** This License may not be assigned to any party.

9. **Notices.** All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and County at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

10. **Jurisdiction.** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Christian County, Missouri.

11. **Entire Agreement.** This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

**IN WITNESS WHEREOF,** the parties hereto have set their hands and seals on the day and year herein stated.

CITY OF OZARK, MISSOURI

By: *Rich Gardner*  
Mayor

ATTEST:

*Charles Hodge*  
City Clerk

APPROVED AS TO FORM

*[Signature]*  
City Attorney

CHRISTIAN COUNTY, MISSOURI

DATED: 2/6/2020

*R. Phillips*  
Ralph Phillips, Presiding Commissioner

DATED: 2-6-2020

*Hosea Bilyeu*  
Hosea Bilyeu, Western Commissioner

DATED: 02.06.2020

*Mike Robertson*  
Mike Robertson, Eastern Commissioner

COUNTY CLERK:

*Kay Brown*  
Kay Brown

APPROVED AS TO FORM:

*[Signature]*  
John W. Housley, Attorney at Law  
901 St. Louis Street 20<sup>th</sup> Floor  
Springfield, MO 65806  
Phone: 417-866-7777  
Fax: 417-866-1752

