
**RIGHT OF WAY DEED
(LLC)**

THIS DEED is made and entered into this 22nd day of January, 2025, by and between **D & P DEVELOPMENT, LLC**, a Limited Liability Company organized under the laws of the State of Missouri, hereinafter referred to as "Grantor", and **CHRISTIAN COUNTY, MISSOURI**, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee" located at 100 W. Church St., Rm 100, Ozark, MO 65721.

WITNESSETH, that the **Grantor**, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to him/her paid by the **Grantee**, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said **Grantee**, its successors and assigns, a Right of Way easement for construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway thoroughfare or related purposes, including without limitation, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described tracts or parcels of real estate in the County of Christian, State of Missouri, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges and appurtenances and immunities thereunto belong or in any way appertaining, unto the said **Grantee**, and unto its successors and assigns forever; the **Grantor** further covenanting on its part and on behalf of its heirs and assigns that it is lawfully seized of title to the real estate through which said easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein; that the premises are free and clear of any encumbrances done or suffered by **Grantor** or those under whom **Grantor** claims; and that said **Grantor** will warrant and defend the title to the said premises unto the said **Grantee** and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and thereafter, special taxes and assessments becoming a lien after the date hereof, all covenants, restrictions, easements, reservations, and other matters of record and a billboard advertising sign lease applicable to the property.

GRANTOR, to the fullest extent allowed by law, including, without limitation, section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns for the **Grantor**.

IN WITNESS WHEREOF, the undersigned Grantor has signed this deed the day and year first above written.

D & P DEVELOPMENT, LLC

Paula member

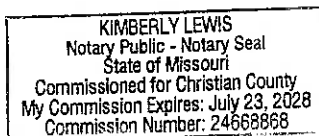
DAVID EMERSON member
(Printed Name & Affiliation)

Paula Emerson member
PAULA EMERSON member
(Printed Name & Affiliation)

STATE OF MISSOURI)
) SS
COUNTY OF CHRISTIAN)

On this 22nd day of January 2025, before me, a Notary Public in and for said state, personally appeared David Emerson & Paula Emerson, to me personally known, who, being by me duly sworn did say that he/she/they are the Managing Member(s) of between D & P DEVELOPMENT, a Limited Liability Company of the State of Missouri, and that said document was signed in behalf of said Limited Liability Company by authority of its membership, and said Managing Member(s) acknowledged said document to be the free act and deed of said Limited Liability Company and acknowledged to me that he/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 the day and year first above written.



Kimberly Lewis
Notary Public

Kimberly Lewis
(Printed Name)

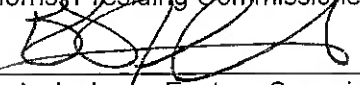
My Commission Expires:

July 23, 2028

The Christian County Commission hereby accepts the interest in real property conveyed by the Right-of-Way Warranty Deed from Grantor to Christian County, Missouri, as Grantee, for the property legally described above and hereby consents to the recordation of this Right-of-Way Warranty Deed.

Passed, Approved, and Adopted this 6th day of March, 2025.


Lynn Morris, Presiding Commissioner


Bradley A. Jackson, Eastern Commissioner


Johnny Williams, Western Commissioner

ATTEST:


County Clerk



Exhibit "A"

DESCRIPTION OF COUNTRY CORNER DRIVE RIGHT-OF-WAY

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 27 NORTH, RANGE 23 WEST, CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28; THENCE SOUTH 89°06'56" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER 25.01 FEET; THENCE SOUTH 2°31'28" WEST, 25.00 FEET; THENCE SOUTH 89°06'56" EAST, 492.73 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN BEING DESCRIBED; THENCE CONTINUE SOUTH 89°06'56" EAST, 50.02 FEET; THENCE SOUTH 2°35'55" WEST, 288.30 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 51°19'04"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.39 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 282°38'08"; THENCE SOUTHERLY, WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 271.31 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 51°19'04"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.39 FEET; THENCE NORTH 2°35'55" EAST, 286.80 FEET TO THE POINT OF BEGINNING OF THE PORTION HEREIN DESCRIBED, CONTAINING 0.56 ACRES.