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TINA FISHER



DRAINAGE EASEMENT

THIS INDENTURE, made on the 21st day of May, 2026, by and between **Christian County, Missouri** (hereinafter "Grantor"), and **B&M Real Estate Investments, LLC**, a Missouri limited liability company (hereinafter "Grantee"). The mailing address of Grantee is: 127 Vickie Lynn Lane, St. Robert, Missouri 65584.

WITNESSETH, that Grantor, in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00) and other valuable consideration to said Grantor in hand paid by said Grantee, the receipt of which is hereby acknowledged, does by these presents Grant, Bargain And Sell, Convey And Confirm unto said Grantee, its successors and assigns, a non-exclusive perpetual drainage easement for the purposes of constructing, altering, extending, maintaining and operating an open or enclosed storm water drainage system in any part of the drainage easement, in, over, under and through the following described real estate lying and situated in the County of Christian, State of Missouri, to-wit:

SEE EXHIBIT "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Easement Area")

THIS DRAINAGE EASEMENT is executed, delivered, and granted upon the following conditions and considerations:

1. Grantor reserves the right to use the drainage easement area for purposes that will not interfere with the Grantee's full enjoyment of the easement rights granted herein, but Grantor may grant easement rights to other persons or entities as the Grantor deems appropriate.

2. The easement shall confer on Grantee the right to reasonably trim and/or remove trees, shrubs, bushes, plantings, and other vegetation located within the Easement Area for purposes of constructing an underground pipe to connect to an existing stormwater inlet box for drainage.
3. By acceptance of this conveyance, said Grantee hereby covenants on its behalf, and on the behalf of its successor and assigns, that it will for the benefit of Grantor, and Grantor's successors and assigns, restore the Easement Area as nearly as reasonably possible to the same condition in which it existed immediately prior to any construction activity as may be done thereon and therein from time to time, all within a reasonable time thereafter, Grantee further covenanting in this regard that it will, among other things: (1) insofar as reasonably possible cause any excavation upon the Easement Area to be backfilled and graded to the original grade or as shown on the proposed engineering 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 any trees located within the 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, or retaining wall damaged or destroyed by construction to the Grantor's reasonable satisfaction.
4. Grantee shall defend, indemnify and hold harmless Grantor and all of its elected officials, officers, employees and agents from any and all liability, loss, damages, expenses and costs (including attorneys' fees and expenses) that it may suffer or incur as a result of any injury or death to any person or damage to property which results from any action or omission, in whole or in part, negligent or otherwise, of Grantee or its agents in connection with any use of Grantor's land under this Agreement regardless of the cause of the injury, except to the extent caused by the gross negligence or willful acts on the part of Grantor or its officials, officer, employees or agents.
5. No buildings, structures, fill, rock or other materials shall be placed within the Easement Area, nor shall the drainage pattern be otherwise altered by raising or lowering the elevation of the land encumbered by the easement in any manner which shall impede or divert that passage of storm water or surface water from the point of its entry into the Easement Area from the higher adjoining property to the point of its discharge therefrom into the lower adjoining property.
6. Grantor shall retain all rights to the use and occupancy of the Easement Area subject to the limited scope of the Easement herein given. The Easement granted in this indenture is limited to the uses and purposes hereinbefore expressed and for no other purpose whatsoever. The

foregoing covenants shall run with the land and are binding upon Grantor and Grantor's successors and assigns.

7. **To have and to hold** said Easement Area for the purpose of constructing and maintaining an open or enclosed drainage system or for such other purposes hereinabove set out, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto said Grantee, and unto its successors and assigns, forever; said Grantor hereby covenanting on its part and on behalf of its successors and assigns that said Grantor is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that said Grantor has good right to convey the easement interest stated herein.

IN WITNESS WHEREOF, Christian County, Missouri, by and through its duly elected County Commissioners, has hereunto caused these presents to be executed, signed, and the County's seal to be hereunto affixed, this 21st day of May, 2026.

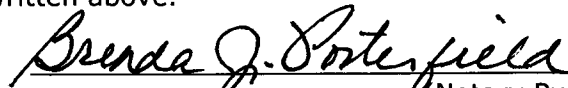
GRANTOR:
CHRISTIAN COUNTY, MISSOURI


Lynn Morris, Presiding Commissioner

STATE OF MISSOURI)
) SS
COUNTY OF CHRISTIAN)

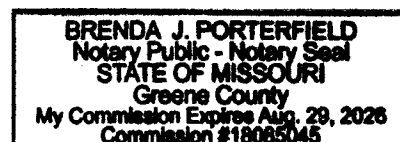
On this 21st day of May, 2026, before me, the undersigned notary public, personally appeared **Lynn Morris**, duly elected Presiding Commissioner of Christian County, to me personally known to be the person who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

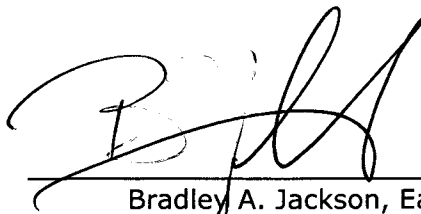
In witness whereof, I have hereunto set my hand and affixed my official seal at my office in said County and State and day and year last written above.


Brenda J. Porterfield (Notary Public)

My Commission Expires:

August 29, 2026





Bradley A. Jackson, Eastern Commissioner

STATE OF MISSOURI)
)
COUNTY OF CHRISTIAN) SS

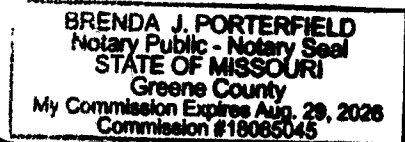
On this 21st day of May, 2026, before me, the undersigned notary public, personally appeared **Bradley A. Jackson**, duly elected Eastern Commissioner of Christian County, to me personally known to be the person who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

In witness whereof, I have hereunto set my hand and affixed my official seal at my office in said County and State and day and year last written above.


Brenda J. Porterfield (Notary Public)

My Commission Expires:

August 29, 2026

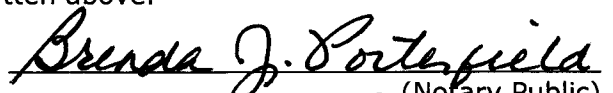



Johnny Williams, Western Commissioner

STATE OF MISSOURI)
)
COUNTY OF CHRISTIAN) SS

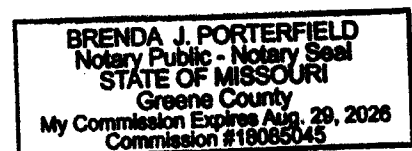
On this 21st day of May, 2026, before me, the undersigned notary public, personally appeared **Johnny Williams**, duly elected Western Commissioner of Christian County, to me personally known to be the person who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

In witness whereof, I have hereunto set my hand and affixed my official seal at my office in said County and State and day and year last written above.


Brenda J. Porterfield (Notary Public)

My Commission Expires:

August 29, 2026



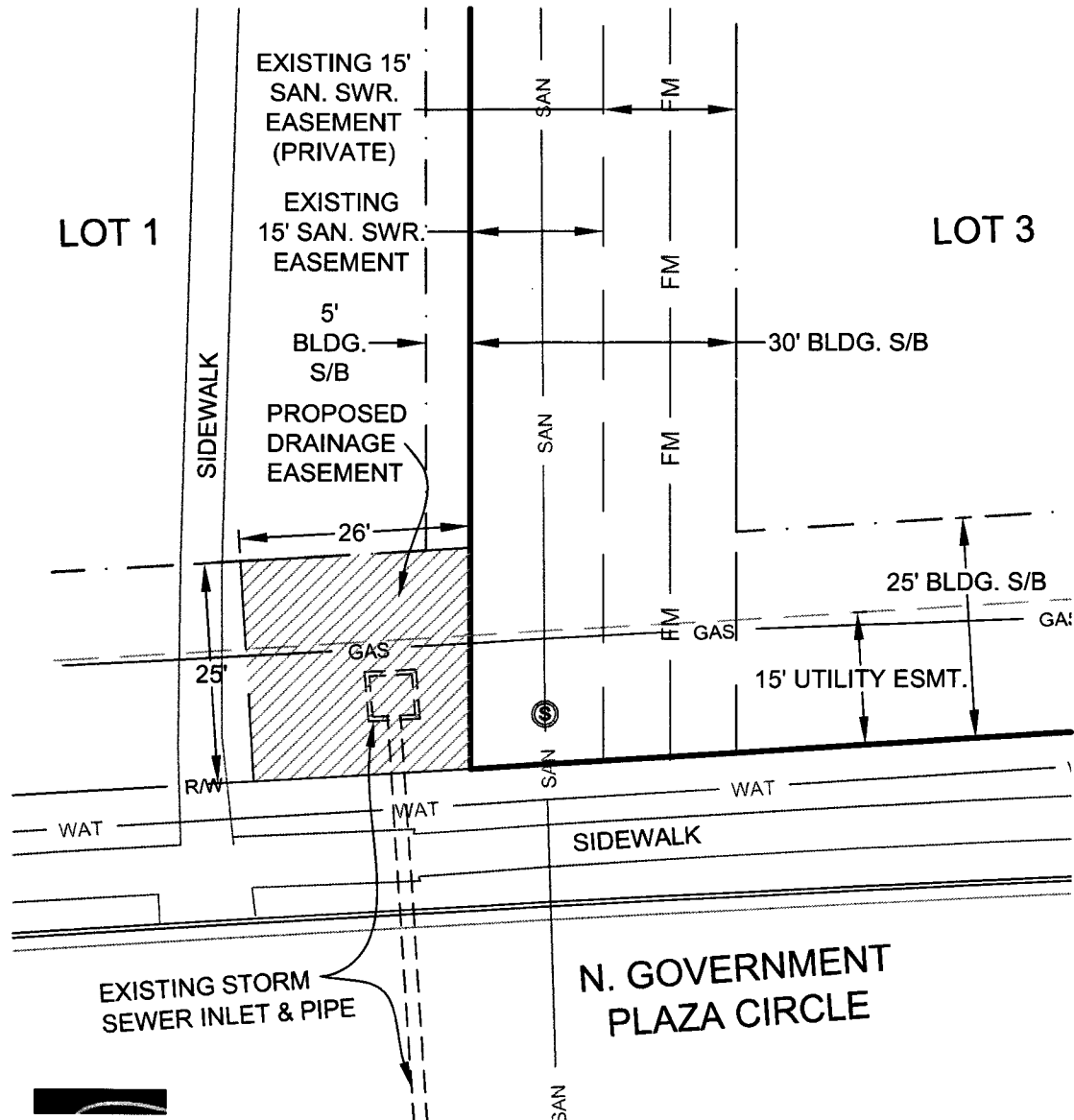
ATTEST:


Paula Brumfield, Christian County Clerk



EXHIBIT "A"
DRAINAGE EASEMENT

LOT 1, COUNTY GOVERNMENT PLAZA
CHRISTIAN COUNTY, MISSOURI



Heithaus Engineering & Assoc., Inc.

MO COA #2010021970 (E), #2010018087 (LS)

535 W. Battlefield St.
Springfield, MO 65807

(417) 887-3238 / www.heiweb.com

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