

Diana Carter

---

From: James Gray [jgray@gocjw.com]  
Sent: Thursday, July 18, 2013 10:00 AM  
To: David Morgan  
Subject: Fwd: Easements for Mr. Stark  
Attachments: L1306060-deeds.pdf

Attached is the title work for Stark. We will start looking at it and get back to you ASAP.

James Gray, PLS  
Survey Department Manager



CJW Transportation Consultants, LLC  
jgray@gocjw.com | www.GoCJW.com  
5051 S. National, Suite 4-110 | Springfield, MO 65810  
Office 417.889.3400 | Fax 417.889.3402

FILED

SEP 15 2014

Missouri Public  
Service Commission

Confidentiality Notice: The information contained in this e-mail and any attachments may be confidential and/or privileged. If you are not an intended recipient, you are hereby notified that any dissemination, distribution or copying of this e-mail is strictly prohibited. If you have received this e-mail in error, please notify the sender and permanently delete the e-mail and any attachments immediately. You should not retain, copy or use this e-mail or any attachment for any purpose, nor disclose all or any part of the contents to any other person. Thank You.

----- Forwarded message -----

From: Aaron Troxel <atroxel@gocjw.com>  
Date: Wed, Jul 17, 2013 at 10:06 AM  
Subject: Fwd: Easements for Mr. Stark  
To: Jim Gray <jgray@gocjw.com>

Aaron Troxel  
Construction Coordinator

CJW Transportation Consultants, LLC [atroxel@gocjw.com](mailto:atroxel@gocjw.com) | [www.GoCJW.com](http://www.GoCJW.com)

5051 S. National, Suite 4-110 | Springfield, MO 65810 Office 417.889.3400 | Fax 417.889.3402

Confidentiality Notice: The information contained in this e-mail and any attachments may be confidential and/or privileged. If you are not an intended recipient, you are hereby notified that any dissemination, distribution or copying of this e-mail is strictly prohibited. If you have received this e-mail in error, please notify the sender and permanently delete the e-mail and any attachments immediately. You should not retain, copy or use this e-mail or any attachment for any purpose, nor disclose all or any part of the contents to any other person. Thank You.

----- Forwarded message -----

From: "Debra Barnett" <debrabarnett@preferredlt.com>  
Date: Jul 16, 2013 2:52 PM  
Subject: Easements for Mr. Stark  
To: <atroxel@gocjw.com>

Summit Exhibit No. 4  
Date 9-4-14 Reporter msm  
File No. GC-2014-0202

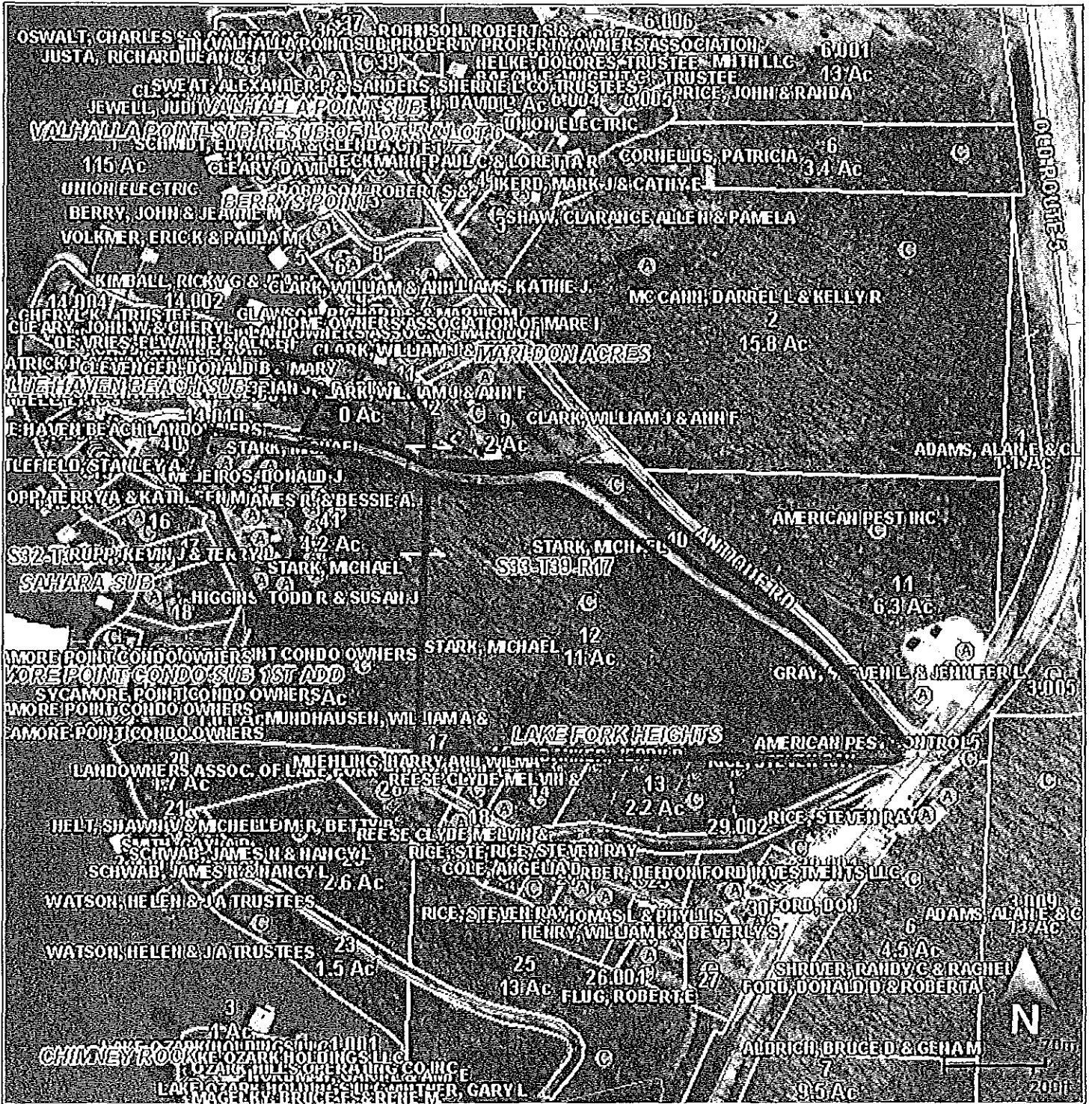
Small 0034  
Exhibit 4  
9/16/14 ms

We did not find a easement of public record for the private road across Mr. Starks property. Attached are the road easements we did find. Because this took us so long we will not charge for the documents we have sent you. Please contact us if you need more.

--

Debra A. Barnett  
Preferred Land Title  
Ph: 1-573-317-1122  
Fax: 1-573-317-1855

Camden County, MO



Data contained within this web site was created from record research provided by the county and/or city. Camden County does not guarantee any accuracies to the data or attribute information displayed, queried, or printed from this web site. The data contained within this web site is for information only and shall not be used for any other purpose.

Parcel: 078.033.0000.0006012.000

Parcel Number: 078.033.0000.0006012.000

Name: STARK, MICHAEL

Address: 44 SYCAMORE PARK DR

City: CAMDENTON

State: MO

Zip: 65020

Deeded Acres: 11

Calculated Acres: 11

Tax District: 05Z

Subdivision:

Book and Page: 491/637

Section: 33

Township: 39N

Range: 17W

Lot Frontage:

Lot Side:

Year Built:

Total Living Area:

Lot Code: 0

Legal Description: PT S 1/2 NW NW W OF HWY 5 AND S OF LAKE RD. 5-74

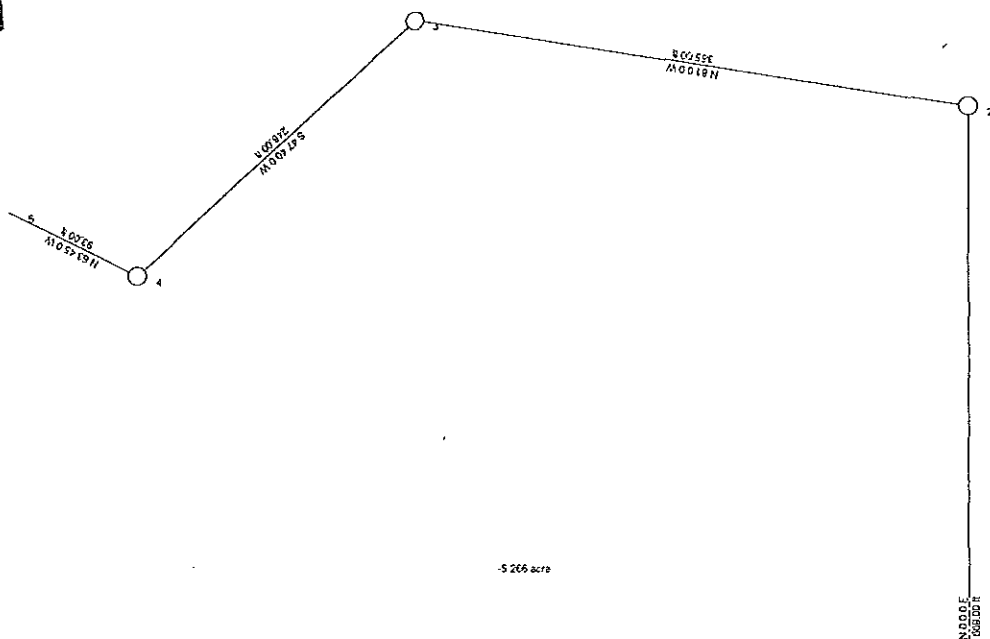
County: 1" = 125 ft  
 Deed: Area: 5.266 acre  
 Page: Closing: SE 46 Deg, 15 Min, 41 Sec  
 Tract: Closing Distance = 868.16 ft  
 User: Closing Error = 63.14 %  
 Perimeter = 1375.00 ft



CALLS		BEARING	DISTANCE		
1	2	NE 0 0 0	669.00		
2	3	NW 81 0 0	365.00		
3	4	SW 47 40 0	248.00		
4	5	NW 63 45 0	93.00		

107  
 427

*York Heights Mini  
 private*



107  
427

427

The foregoing instrument was filed for record in this office  
on the 2nd day of August A. D. 1957 at 2 o'clock 30 minutes P. M.

Harold Williams Deputy

H. J. Williams  
Recorder.

WARRANTY DEED

THIS INDENTURE, Made on the 2nd day of August One Thousand Nine  
Hundred and Fifty-seven by and between

ROBERT C. RIMEL and JACQUELINE DEE RIMEL, husband and wife  
of Camden County, Missouri parties of the first part, and

F. W. SHANNON and VIRGINIA I. SHANNON, husband and wife, as Joint  
Tenants with Right of Survivorship of the County of Camden in the State of Missouri,  
parties of the second part.

WITNESSETH, That the said parties of the first part, in consid-  
eration of the sum of Ten and Other Considerations Dollars, to them paid by the  
said parties of the second part, the receipt of which is hereby acknowledged, do  
by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, unto the said  
parties of the second part, their heirs and assigns, the following described lots,  
tracts or parcels of land, lying, being and situate in the County of Camden and  
State of Missouri, to-wit: All

TRACT ONE That part of the Northeast quarter of the Southeast  
quarter of Section Thirty-two (32), Township Thirty-nine (39) North, Range Seventeen  
(17) West, described as follows:

From the Southeast corner of the said Northeast quarter of the  
Southeast quarter of Section 32, run West along the South line of the said North-  
east quarter of the Southeast quarter 536.5 feet to the center line of a road for  
the beginning point of tract hereby conveyed; thence along the center line of said  
road North 100 feet; thence leaving the center line of said road West 245 feet  
to an iron pin on the shore line of the Lake of the Ozarks; thence continue West  
128 feet, more or less, to the right bank of the Niangua River; thence along the  
right bank of the Niangua River in a Southeasterly direction 100 feet, more or less,  
to and intersecting the South line of the said Northeast quarter of the Southeast  
quarter at a point bearing West 319 feet, more or less, from the beginning point;  
thence East along the South line of the said Northeast quarter of the Southeast  
quarter 119 feet, more or less, to an iron pin on the shore line of the Lake of  
the Ozarks; thence continue East along the South line of the said Northeast quar-  
ter of the Southeast quarter 220 feet to the beginning point.

Subject to easements of record to Union Electric Light and  
Power Company and subject also to one-half of 40 foot roadway along the East  
side of tract.

Also granting an easement to the joint use of an access road,  
being an existing road, across the Northwest quarter of the Southwest quarter  
of Section 33, Township 39 North, Range 17 West, described in former deeds and  
also granting a right to the joint use of a road across part of the Northeast  
quarter of the Southeast quarter of said Section 32, described as follows: From  
the Southeast corner of the said Northeast quarter of the Southeast quarter, run  
North along the East line of the said Northeast quarter of the Southeast quarter  
669.0 feet for the beginning point of the center line of a 40 foot road; thence  
North 81 degrees 00 minutes West 365.0 feet; thence along the center line of 20  
foot road South 47 degrees 40 minutes West 248 feet to and intersecting center  
line of a 40 foot road; thence along center line of said 40 foot road South 30  
degrees 00 minutes East 237.5 feet; thence South 130.0 feet; thence South 41 de-  
grees 00 minutes West 132.5 feet.

For the purpose of this description the South line of the North-  
east quarter of the Southeast quarter of Section 32 is assumed to be a due East  
and West line and the bearings herein are based on this assumption.

TRACT TWO That part of the Northeast quarter of the South-  
east quarter of Section 32, Township 39 North, Range 17 West described as follows:

From the Southeast corner of the said Northeast quarter of the  
Southeast quarter of said Section 32, run West along the South line of the said

File 107 sub 427

Northeast quarter of the Southeast quarter 536.5 feet to the center line of a road; thence along the center line of said road North 100 feet for the place of beginning of tract hereby conveyed; thence continue along the road center line North 41 degrees 00 minutes East 132.5 feet; thence leaving the center line of said road West 311.5 feet to an iron pin on the shore line of the Lake of the Ozarks; thence continue West 142 feet, more or less, to the right bank of the Niangua River; thence along the right bank of the Niangua River in a Southeasterly direction 100 feet, more or less, to a point bearing West 373 feet, more or less, from the beginning point; thence East 128 feet, more or less, to an iron pin on the shore line of the Lake of the Ozarks; thence continue East 245 feet to the place of beginning;

Subject to easements of record to Union Electric Light and Power Company and subject also to one-half of 40 foot road along the Easterly side of tract.

Also granting an easement to the joint use of an access road being an existing road across the Northwest quarter of the Southwest quarter of Section 33, Township 39 North, Range 17 West, described in former deeds and also granting a right to the joint use of a road across part of the Northeast quarter of the Southeast quarter of said Section 32, described as follows: From the Southeast corner of the said Northeast quarter of the Southeast quarter, run North along the East line of the said Northeast quarter of the Southeast quarter 669.0 feet for the beginning point of the center line of a 40 foot road; thence North 81 degrees 00 minutes West 365.0 feet; thence along the center line of a 20 foot road South 47 degrees 40 minutes West 248 feet to and intersecting the center line of said 40 foot road; thence South 30 degrees 00 minutes East 237.5 feet; thence South 130.0 feet;

For the purpose of this description the South line of the Northeast quarter of the Southeast quarter of Section 32 is assumed to be a due East and West line and the bearings herein are based on this assumption.

TRACT THREE That part of the Northeast quarter of the Southeast quarter of Section 32, Township 39 North, Range 17 West, described as follows:

X From the Southeast corner of the said Northeast quarter of the Southeast quarter of Section 32, run West along the South line of the said Northeast quarter of the Southeast quarter 536.5 feet to the center line of a 40 foot road; thence along the center line of said road North 100 feet; thence North 41 degrees 00 minutes East 132.5 feet for the place of beginning of tract hereby conveyed; thence continue along the road center line North 130 feet; thence North 30 degrees 00 minutes West 237.5 feet; thence along the centerline of a 20 foot road North 63 degrees 45 minutes West 93.0 feet; thence leaving the center line of said 20 foot road South 49 degrees 15 minutes West 155.0 feet to an iron pin on the shore line of the Lake of the Ozarks; thence continue South 49 degrees 15 minutes West 267 feet, more or less, to the right bank of the Niangua River; thence along the right bank of the Niangua River in a Southeasterly direction to a point bearing West 453.5 feet from the beginning point; thence East 142 feet, more or less, to an iron pin on the shore line of the Lake of the Ozarks; thence continue East 311.5 feet to the place of beginning.

Subject to easements of record to Union Electric Light and Power Company. Subject to one-half of roadway along the Easterly and Northerly side of tract.

Also granting an easement to the joint use of an access road being an existing road across the Northwest quarter of the Southwest quarter of Section 33, Township 39 North, Range 17 West, described in former deeds and also granting a right to the joint use of a road across part of the Northeast quarter of the Southeast quarter of said Section 32, described as follows: From the Southeast corner of the said Northeast quarter of the Southeast quarter, run North along the East line of the said Northeast quarter of the Southeast quarter 669.0 feet for the beginning point of the center line of a 40 foot road; thence North 81 degrees 00 minutes West 365.0 feet; thence along the centerline of a 20 foot road South 47 degrees 40 minutes West 248.0 feet.

For the purpose of this description the South line of the Northeast quarter of the Southeast quarter of Section 32 is assumed to be a due East and West line and the bearings herein are based on this assumption.

TRACT FOUR That part of the Northeast quarter of the Southeast

quarter of Section 32, Township 39 North, Range 17 West, described as follows:

From the Southeast corner of the said Northeast quarter of the Southeast quarter of Section 32, run West along the South line of the said Northeast quarter of the South east quarter 536.5 feet to the center line of a 40 foot road; thence along the center line of said 40 foot road North 100 feet; thence North 41 degrees 00 minutes East 132.5 feet; thence North 130.0 feet; thence North 30 degrees 00 minutes West 237.5 feet to the center line of a 20 foot road; thence along the center line of said 20 foot road North 63 degrees 45 minutes West 93 feet to the place of beginning of tract hereby conveyed; thence continue North 63 degrees 45 minutes West 100 feet (also including North 63 degrees 45 minutes West 30.0 feet 10 feet wide outside of road for entrance); thence South 52 degrees 45 minutes West 125 feet to an iron pin on the shore line of the Lake of the Ozarks; thence continue South 52 degrees 45 minutes West 275 feet, more or less, to the right bank of the Niangua River; thence along the right bank of the Niangua River in a Southeasterly direction 100 feet, more or less, to a point bearing South 49 degrees 15 minutes West 422.8 feet, more or less, from the beginning point; thence North 49 degrees 15 minutes East 267 feet, more or less, to an iron pin on the shore line of the Lake of the Ozarks; thence continue North 49 degrees 15 minutes East 155.8 feet to the place of beginning.

Subject to easements of record to Union Electric Light and Power Company and subject also to road right of way.

Also granting an easement to the joint use of an access road being an existing road across the Northwest quarter of the Southwest quarter of Section 33, Township 39 North, Range 17 West, described in former deeds and also granting a right to the joint use of a road across part of the Northeast quarter of the Southeast quarter of said Section 32, described as follows: From the Southeast corner of the said Northeast quarter of the Southeast quarter, run North along the East line of the said Northeast quarter of the Southeast quarter 669.0 feet for the beginning point of the center line of a 40 foot road; thence North 81 degrees 00 minutes West 365.0 feet; thence along the center line of a 20 foot road South 47 degrees 40 minutes West 248.0 feet to and intersecting the center line of another 20 foot road; thence along the center line of said 20 foot road North 63 degrees 45 minutes West 93.0 feet.

For the purpose of this description the South line of the Northeast quarter of the Southeast quarter of Section 32 is assumed to be a due East and West line and the bearings herein are based on this assumption.

U. S. R. S. § 8.80

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 parties of the second part, and unto their heirs and assigns forever; the said First Parties hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that they have good right to convey the same, that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claim and that they will warrant and defend the title to the said premises unto the said parties of the second part and unto their heirs and assigns forever, against the lawful claims and demands of all persons whosoever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Robert C. Rimel (SEAL)

Jacqueline Dee Rimel (SEAL)

STATE OF MISSOURI )  
COUNTY OF CAMDEN )<sup>80</sup>

On this 2nd day of August 1957, before me personally appeared Robert C. Rimel and Jacqueline Dee Rimel his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

(LS)

James A. Franklin  
Notary Public within and for  
Camden County, Missouri



121  
255

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

My term of office as a Notary Public will expire July 3, A.D., 1963.  
(LS) Warren Stidham

Notary Public, Camden County, Missouri-

The foregoing instrument was filed for record in this office the 15th day of January A.D., 1962 at 11 o'clock 10 minutes A. M.

H. J. Williams

Recorder

*Hanna Rae Williams*  
Deputy

-----  
MISSOURI WARRANTY DEED

THIS INDENTURE, Made on the 15th day of January A.D., One Thousand Nine Hundred and Sixty-two by and between ROBERT C. RIMEL and JACQUELINE DEE RIMEL, husband and wife of the County of Camden, State of Missouri, parties of the first part, and HARRY H. ECKHOFF and MINNIE ECKHOFF, husband and wife, of the County of Camden, State of Missouri, parties of the second part.

WITNESSETH: THAT THE SAID PARTIES OF THE FIRST PART, in consideration of the sum of TEN DOLLARS and Other Considerations DOLLARS, to them paid by said parties of the second part (the receipt of which is hereby acknowledged) do by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said parties of the second part, their heirs and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of Camden, and State of Missouri, to-wit:

All that part of the following described property which lies above contour elevation 662 feet: Part of the North half of the Southeast quarter of Section 32 and part of the Northwest quarter of the Southwest quarter of Section 33, all in Township 39 North, Range 17 West, described as follows: Begin at the Southeast corner of the Northwest quarter of the Southwest quarter of said Section 33; thence West along the South line of said Northwest quarter of the Southwest quarter 1327 feet more or less to the Southwest corner of the said Northwest quarter of the Southwest quarter, said Southwest corner being the Northeast corner of a tract of land heretofore conveyed to William Tiplady and Emma M. Tiplady, by Warranty Deed dated June 5, 1944; thence continue West along the South line of the North half of the Southeast quarter of said Section 32 and following the North line of the said William Tiplady and Emma M. Tiplady tract of land 845 feet more or less to the original right bank of the Big Niangua River; thence downstream along the said right bank to the North line of the Southeast quarter of said Section 32; thence East along the said North line of the Southeast quarter and following the Southerly line of a tract of land described in Warranty Deed dated June 19, 1944 to Ralph B. Hunter and Ora B. Hunter, 840 feet; thence South 53 degrees 00 minutes East 920 feet more or less to the East line of said Section 32; thence South along the said East line 106 feet to a point, said point being 664 feet more or less North of the Southwest corner of the Northwest quarter of the Southwest quarter of said Section 33; thence East parallel to the South line of the said Northwest quarter of the Southwest quarter and along the South line of the said Ralph B. Hunter and Ora B. Hunter tract of land 1327 feet more or less to a point on the East line of the said Northwest quarter of the Southwest quarter; thence South along the said East line 664 feet more or less to the point of beginning. ALSO the perpetual right to use a 30 foot easement or strip of ground over and across property formerly owned by the Union Electric Land and Development Company reserved in Warranty Deed to Ralph B. Hunter and Ora B. Hunter, in Northeast quarter of the Southeast quarter of Section 32 and the Northwest quarter of the Southwest quarter of Section 33, Township 39 North, Range 17, said easement is described as being a 30 foot strip of land lying 15 feet on either side of a centerline described as follows: From the Southeast corner of the said Northwest quarter of the said Southwest quarter of Section 33, Township 39 North, Range 17 West, run West 163.9 feet more or less to the centerline of Missouri State Highway No. 5; thence North 27 degrees 30 minutes West 400 feet; thence North 49 degrees 30 minutes West 185 feet; thence North 37 degrees 12 minutes West 235.4 feet to the North line of property hereinabove conveyed for beginning point; thence North 54 degrees 42 minutes West 577 feet; thence South 64 degrees 28 minutes West 366.8 feet more or less to the Northerly line of the property line of the property hereinabove

552 EX 121 REC

conveyed. SUBJECT to a 30 foot right of way of roadway described as follows: A strip of land 30 feet wide being 15 feet on either side of the following described centerline, to-wit: From the Southeast corner of the Northwest quarter of the Southwest quarter of Section 33, Township 39 North, Range 17 West, run West along the South line of said Northwest quarter of the Southwest quarter, 163.9 feet to the centerline of Missouri State Highway No. 5 for point of beginning; thence North 27 degrees 30 minutes West 400 feet; thence North 49 degrees 30 minutes West 185 feet; thence North 37 degrees 12 minutes West 235.4 feet more or less to the North line of property above conveyed. SUBJECT ALSO to the right of way to the State Highway Commission for Missouri No. 5 by conveyance dated September 23, 1935. Subject to all existing public roads. SUBJECT to easement rights of Union Electric Light and Power Company.

There is recited in the description of the land above the words and figures "contour elevation 662 feet". Such elevation so recited refers to the United States Geological Survey Bench Mark at Bagnell, Missouri having an elevation of 586.742 feet above Mean Gulf Sea Level, Biloxi, Mississippi and wherein the word "contour" is recited in connection with said elevation reference is had to the contour of project boundary of Project 459, Missouri. EXCEPTING FROM THE HEREIN ABOVE DESCRIBED LANDS, those lands conveyed to F. W. Shannon and Virginia I. Shannon, his wife, dated August 2, 1957, Recorded in Book 107 at page 427, Deed Records, Camden County, Missouri, and further excepting any easement rights set forth and granted in said Shannon conveyance.

U.S.R.S. \$55.00

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 parties of the second part and unto their heirs and assigns forever; the said Robert C. Rimel and Jacqueline Dee Rimel, his wife hereby covenanting that they are lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that they have good right to convey the same; that they said premises are free and clear from any incumbrance done or suffered by them or those under whom they claim; and that they will warrant and defend the title to the said premises unto the said parties of the second part and unto their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year above written.

Robert C. Rimel (SEAL)

Jacqueline Dee Rimel (SEAL)

MISSOURI ACKNOWLEDGMENT -- MAN AND WIFE

STATE OF MISSOURI )  
COUNTY OF CAMDEN ) ss

On this 15th day of January, 1962, before me, personally appeared Robert C. Rimel and Jacqueline Dee Rimel his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

(LS)

Warren Stidham  
Notary Public in and for said County and State.

My term expires: July 3, 1963.

The foregoing instrument was filed for record in this office the 15th day of January A.D., 1962 at 11 o'clock 10 minutes A. M.

H. J. Williams  
Recorder

*Wm. R. Wense*  
Deputy

BOOK 121 PAGE 256

STATE OF MISSOURI )  
COUNTY OF CAMDEN )

The undersigned, W. R. Henry, Secretary of the Camden County, Missouri, Board of Education, does hereby certify that he did on the 14th day of July, 1949, certify to the Missouri State Board of Education, the results of election for the formation of reorganized district in Camden County, Missouri, and more specifically the results of election held on July 12, 1949, for the formation of Camdenton Reorganized District No. R-3, Camden County, Missouri, as follows:

For the formation of proposed district	703 Votes
Against the formation of proposed district	599 votes

That said proposal was declared adopted.

W. R. Henry  
W. R. Henry, Secretary, Board of Education,  
Camden County, Missouri.

Subscribed and sworn to before me this 17th day of July, 1951.

(SEAL)

Hugh Phillips  
Notary Public

My commission expires December 13, 1953.

The foregoing was filed for record this 29 day of April A.D., 1967 at 9 O'clock 30 minutes A.M.

H. J. Williams  
Recorder

H. J. Williams  
Deputy

146  
553  
1001 146 PAGE 553

-----  
AGREEMENT OR CERTIFICATE CREATING EASEMENT AND RIGHT OF WAY

THIS AGREEMENT, Made this 17th day of April, Nineteen Hundred and Sixty-seven between HARRY H. ECKHOFF and MINNIE ECKHOFF, his wife, Lake Road 5-73, Camdenton, Missouri, parties of the first part; and all persons and corporation who may hereafter become the owners, mortgagees, and lienors of portion of the premises hereinafter described now owned by the said Lot owners of SAHARA SUBDIVISION, parties of the secondpart.

WHEREAS, the said Harry H. Eckhoff and Minnie Eckhoff, his wife, parties of the first part, is now the owner in fee of all that certain plot, piece or parcel of land situate, lying and being in the County of Camden, and State of Missouri, described as follows, to-wit:

All that part of the following described property which lies above contour elevation 662 feet; Part of the North half of the Southeast quarter of Section 32 and part of the Northwest quarter of the Southwest quarter of Section 33, all in Township 39, North, Range 17 West, described as follows: Begin at the Southeast corner of the Northwest quarter of the Southwest quarter of said Section 33, thence West along the South line of said Northwest quarter of the Southwest quarter 1327 feet more or less to the Southwest corner of said Northwest quarter of the Southwest quarter, said Southwest corner being the Northeast corner of a tract of land heretofore conveyed to William Tiplady and Emma M. Tiplady, by Warranty Deed dated June 5, 1944, thence continue West along the South line of the North half of the Southeast quarter of said Section 32 and following the North line of the said William Tiplady and Emma M. Tiplady tract of land 845 feet more or less to the Original right bank of the Big Niangua River; thence downstream along the said right bank to the North line of the Southeast quarter of said Section 32; thence East along the said North line of the Southeast quarter and following the Southerly line of a tract of land described in Warranty Deed dated June 19, 1944, to Ralph B. Hunter and Ora B. Hunter, 840 feet; thence South 53 degrees 00 minutes East 920 feet more or less to the East line of said Section 32, thence South along the said East line 106 feet to a point, said point being 664 feet more or less North of the Southwest corner of the Northwest quarter of the Southwest quarter of said Section 33; thence East parallel to the South line

of the said Northwest quarter of the Southwest quarter and along the South line of the said Ralph B. Hunter and Ora B. Hunter tract of land 1327 feet more or less to a point on the East line of the said Northwest quarter of the Southwest quarter; thence South along the said East line 664 feet more or less to the point of beginning. ALSO THE perpetual right to use a 30 foot easement or strip of ground over and across property formerly owned by the Union Electric Land and Development Company reserved in Warranty Deed to Ralph B. Hunter and Ora B. Hunter, in the Northeast quarter of the Southeast quarter of Section 32, and the Northwest quarter of the Southwest quarter of Section 33, Township 39 North, Range 17, said easement is described as being a 30 foot strip of land lying 15 feet on either side of a centerline described as follows: From the Southeast corner of the said Northwest quarter of the said Southwest quarter of Section 33, Township 39 North, Range 17 West, run West 163.9 feet more or less to the centerline of Missouri State Highway No. 5; thence North 27 degrees 30 minutes West 400 feet; thence North 49 degrees 30 minutes West 185 feet; thence North 37 degrees 12 minutes West 235.4 feet to the North line of property hereinabove conveyed for beginning point; thence North 54 degrees 42 minutes West 577 feet; thence South 64 degrees 28 minutes West 366.8 feet more or less to the Northerly line of the property line of the Porperty hereinabove conveyed. SUBJECT to a 30 foot right of way roadway described as follows: A Strip of land 30 feet wide being 15 feet on either side of the following described centerline, to-wit: From the Southeast corner of the Northwest quarter of the Southwest quarter of Section 33, Township 39 North, Range 17 West, run West along the South line of said Northwest quarter of the Southwest quarter 163.9 feet to the centerline of Missouri State Highway No. 5 for point of beginning; thence North 27 degrees 30 minutes West 400 feet; thence North 49 degrees 30 minutes West 185 feet; thence North 37 degrees 12 minutes West 235.4 feet more or less to the North line of property above conveyed. SUBJECT ALSO to the right of way to the State Highway Commission for Missouri No. 5 by conveyance dated September 23, 1935. Subject to all existing public roads. SUBJECT to easement rights of Union Electric Light and Power Company.

There is recited in the description of the land above the words and figures "contour elevation 662 feet." Such elevation so recited refers to the United States Geological Survey Bench Mark at Bagnell, Missouri having an elevation of 586.742 feet above Mean Gulf Sea Level, Biloxi, Mississippi and wherein the work "contour" is recited in connection with said elevation reference is had to the contour of project boundary of Project 459 Missouri. EXCEPTING FROM THE HEREINABOVE DESCRIBED LANDS those lands conveyed to F. W. Shannon and Virginia I. Shannon, his wife, dated August 2, 1957, recorded in Book 107, at page 427, Deed Records, Camden County, Missouri and further excepting any easement rights set forth and granted in said Shannon Conveyance.

WHEREAS, Harry H. Eckhoff and Minnie Eckhoff, his wife, are the owners of the hereinabove described property and desire to create and grant an easement of right or way for ingress and egress over a part of the hereinabove described property owned by Harry H. Eckhoff and Minnie Eckhoff, his wife, which easement of ingress and egress will be for the joint use and benefit of Harry H. Eckhoff and Minnie Eckhoff, his wife, and the lot owners of Sahara Subdivision and their respective heirs, executors, administrators and assigns.

NOW THEREFORE, in consideration of the mutual covenants and grants herein contained Harry H. Eckhoff and Minnie Eckhoff, his wife, do hereby grant and establish a right of way easement or ingress and egress being a strip of land 40 feet wide running from Sahara Subdivision, a subdivision in Camden County, Missouri to Missouri State Highway No. 5 and running through and across part of the Northeast quarter or the Southeast quarter of Section 32, and part of the Northwest quarter of the Southwest of Section 33, all in Township 39, Range 17, Camden County, Missouri, said right of way easement of ingress and egress to be at the location as where it is now presently located; said easement grant being made on the following terms and conditions.

1. Said right of way shall at all times be kept open and free from all obstructions;
2. Said easement shall be for the use and benefit of the lot owners in Sahara Subdivision and Harry H. Eckhoff and Minnie Eckhoff, his wife, and their respective agents, servants, tenants, guests and invitees and for the delivery of

Produce, goods and merchandise to the said parties and premises or any portion thereof;

3. That the dedication of this right of way of ingress and egress shall never be construed or interpreted as a dedication for public use;

4. That this easement may be extinguished and terminated by the written consent of all owners of the lots in Sahara Subdivision and Harry H. Eckhoff and Minnie Eckhoff, his wife, and their respective heirs, executors, administrators and assigns;

5. Said easement and right of way of ingress and egress shall be for the full use and benefit of all of the property of Harry H. Eckhoff and Minnie Eckhoff, his wife, and more fully hereinabove described, whether the same abutts upon the said rights of way easement of ingress and egress or not;

6. The maintenance of said easement and right of way of ingress and egress shall be the responsibility of all parties who use the same and by the acceptance of this easement, the lot owners of Sahara Subdivision covenant that they will assist in the maintenance necessary to keep the same in a reasonable state or repair,

7. The easement herein granted and established for a right of way of ingress and egress shall be as a covenant running with the lots in Sahara Subdivision and also with all of the lands of Harry H. Eckhoff and Minnie Eckhoff, his wife, hereinabove described and shall inure to and be binding upon the heirs, executors, administrators successors and assigns of Harry H. Eckhoff and Minnie Eckhoff, his wife, owners of the hereinabove described lands and the lot owners of Sahara Subdivision, a subdivision in Camden County, Missouri.

IN WITNESS WHEREOF, Harry H. Eckhoff and Minnie Eckhoff, his wife has set their respective hands this 29 day of April, 1967.

Harry H. Eckhoff  
Minnie E. Eckhoff

STATE OF MISSOURI           )  
COUNTY OF CAMDEN        )SS

BOOK 146 PAGE 555

On this 29th day of April, 1967, before me personally appeared Harry H. Eckhoff and Minnie Eckhoff, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

Doris Price

(SEAL)

Notary Public

My commission as a Notary Public will expire January 12, 1971.

#### MORTGAGEE'S SUBORDINATION AGREEMENT

The undersigned, the First National Bank of Linn Creek, Camdenton, being the holder of a certain promissory note secured by a certain Deed of Trust on the above described property of Harry H. Eckhoff and Minnie Eckhoff, his wife, recorded in Deed of Trust Book 56 at page 243, Records of Camden County, Missouri, does hereby consent and agree to the above grant and establishment of said easement, and does hereby subordinate the Deed of Trust herein referred to, to the easement granted and established for the use and benefit of Harry H. Eckhoff and Minnie Eckhoff, his wife, and for the lot owners of Sahara Subdivision and for the purpose releases said easement grant and establishment from the lien of the Deed of Trust hereinabove mentioned.

THE FIRST NATIONAL BANK OF LINN CREEK, CAMDENTON

(SEAL) By: Lee W. Farmer, President

STATE OF MISSOURI )  
COUNTY OF CAMDEN )SS

On this 29 day of April, 1967, before me appeared LeeW. Farmer to me personally known, who, being by me duly sworn did say that he is the President of The First National Bank of Linn Creek, Camdenton, a banking corporation of the State of Missouri and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and Lee W. Farmer acknowledged said instrument to be the free act and deed of said corporation.

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

(SEAL) Roxana M. Duncan  
Notary Public

My commission expires Jan. 28, 1971.

The foregoing was filed for record this 1st day of May, A.D., 1967 at 10 O'clock 45 minutes A.M.

H. J. Williams  
Recorder

  
Deputy

MAY 1 1967 553

IN THE CIRCUIT COURT OF CAMDEN COUNTY, MISSOURI

SAM PIKEY and VELMA PIKEY, his wife  
VAL ARBOGAST and LOIS ARBOGAST, his wife  
JUNE ARBOGAST, a single person  
HARVEY HARTMAN and PAT HARTMAN, his wife  
LEO PAYTON and POLLY PAYTON, his wife  
CLAYTON HALL and HELEN HALL, his wife  
LOUIS HALE and BARBARA HALE, his wife  
JOHN MORELOCK and BARBARA MORELOCK, his wife  
HARRY ECKHOFF and MINNIE ECKHOFF, his wife,

Plaintiffs,

vs.

DONALD W. HAINES and MARIAN J. HAINES, his wife,

Defendants.

FILED

APR 19 1975

BILL DEBERRY  
CIRCUIT CLERK & RECORDER  
CAMDEN COUNTY, MO.

Case No. 5458

J U D G M E N T

On the 14th day of August, 1974, this cause, being a consolidation of Case No. 5458 and Case No. 5522, coming on to be heard, and the parties Plaintiffs and Defendants being present in person and by their respective attorneys announced ready for trial. The Court, having heard the evidence herein and taken same under advisement, finds that it has jurisdiction of the parties and the subject matter herein, and finds the issues in favor of the Plaintiffs and against the Defendants herein.

It is, therefore, ORDERED, ADJUDGED and DECREED that the roadway described in Plaintiff's Petition, to-wit:

Commencing at the West Quarter corner of Section 33, Township 39 North, Range 17 West run West a distance of 76.12 feet to the centerline of an existing roadway; thence along the centerline of said roadway South 35 degrees 15 minutes East a distance of 323.2 feet; thence South 41 degrees 58 minutes East 136.2 feet; thence South 38 degrees 14 minutes East a distance of 112.1 feet; thence South 47 degrees 14 minutes East 296.3 feet; thence continuing in a Southeasterly direction to point of intersection with State Highway No. 5.

be, and the same is, hereby declared to be a public roadway, and that the Defendants are hereby enjoined and prohibited from blocking or closing said road in any manner and the Defendants are further enjoined and prohibited from prohibiting or interfering with the maintenance of said roadway.

The Court further finds the issues in favor of the

Plaintiffs and against the Defendants on Counts I and II of Defendants' Counterclaim filed herein in Case No. 5458. It is therefore, Ordered that Plaintiffs have judgment therein.

It is further ORDERED, ADJUDGED and DECREED that Plaintiffs Sam B. Pikey and Velma R. Pikey, his wife, are vested with fee simple absolute title in and to the real estate described in their petition, to-wit:

All that part of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Thirty-three (33), Township Thirty-nine (39) North, Range Seventeen (17) West, described as follows: Commencing at the West quarter corner of Section 33, Township 39 North, Range 17 West run West a distance of 76.12 feet to the centerline of an existing roadway, thence along the centerline of said roadway South 35 degrees 15 minutes East a distance of 323.25 feet; thence South 41 degrees 58 minutes East a distance of 136.2 feet; thence South 38 degrees 14 minutes East a distance of 112.1 feet; thence South 47 degrees 14 minutes East 296.3 feet for the point of beginning of tract herein described; thence North 47 degrees 14 minutes West 296.3 feet; thence North 38 degrees 14 minutes West a distance of 112.1 feet; thence North 41 degrees 58 minutes West 136.2 feet; thence South 59 degrees 40 minutes East a distance of 129.2 feet; thence South 54 degrees 42 minutes East a distance of 577.0 feet; thence West to point of beginning.

and that the Defendants, their heirs devisees or assigns or those who claim under them or in their behalf, have no title, right, claim or interest in and to said property, and that the Defendants, and each of them are forever barred, estopped and restrained from setting up or claiming any right, title, or interest in or to the above described property, or any part thereof, adverse to the title of these Plaintiffs, except, however, that said property is subject to public roadway hereinabove described.

It is further ORDERED, ADJUDGED and DECREED that the Warranty Deeds as described in instrument recorded in Deed Book 121 at page 464 and Deed Book 139 at page 11, Deed Records of Camden County, Missouri, be each reformed by excepting therefrom the real property hereinabove last described.

The Court further finds the issues in favor of the Plaintiffs Sam B. Pikey and Velma R. Pikey and against the Defendants on Count I and Count II of Defendants' Counterclaim against said Plaintiffs. It is therefore Ordered that Plaintiffs Sam B. Pikey



and Velma R. Pikey have judgment therein.

Costs taxed against Defendants.

Dated this 17 day of April, 1975.

Byron E. Kinder  
Byron E. Kinder, JUDGE

24/292

CERTIFICATE OF TRUE COPY

STATE OF MISSOURI  
County of Camden } ss. I, Bill Deberry, Clerk  
of the Circuit Court in and for said County, hereby certify the above and foregoing to be a true copy of original  
Judgment as the same appears  
in record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at office in

Camden, Mo. this 25 day of August, 1975

Bill Deberry  
Clerk, Circuit Court

By Superintendent, D. C.



BOOK 186 - 822

State of Missouri, County of Camden, SS.  
I, Bill Deberry, Clerk of the Circuit Court and Ex-Officio Recorder  
of said County, do hereby certify that the within instrument of writing  
was on the 25 day of August, A. D. 1975, at  
5 o'clock 20 minutes P. M. duly filed for record and  
is now recorded in the records of that office in Book 186 at  
page 822.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed  
my official seal at Camden, Mo., this 25 day of  
August, A. D. 1975.

Bill Deberry  
Recorder  
Superintendent  
Deputy

Send statement to Probation  
and make in file

## MISSOURI WARRANTY DEED

This Indenture, Made on the 16th day of March A. D., One Thousand Nine Hundred and sixty-two by and between Sam B. Pikey and Velma R. Pikey, his wife, of the County of Camden, State of Missouri parties of the first part, and Clyde M. Schmitt and Rena L. Schmitt, his wife, of the County of Camden, State of Missouri parties of the second part,

WITNESSETH: THAT THE SAID PARTIES OF THE FIRST PART, in consideration of the sum of One Dollar and other valuable consideration DOLLARS to them paid by said parties of the second part (the receipt of which is hereby acknowledged), do by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said parties of the second part their heirs and assigns, the following described lots, tracts or parcels of land lying, being and situated in the County of Camden and State of Missouri, to-wit: All that part of the following described property which lies above contour elevation 662 feet; Part of the northeast quarter (NE $\frac{1}{4}$ ) and part of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 32 and all that part of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 33; All in Township 39 North, Range 17 West described as follows:

From a stone marking the East quarter corner of said Section 32, Township 39 North, Range 17 West, run west along the South line of the Northeast Quarter (NE $\frac{1}{4}$ ) of said Section 32 76.1 feet to the center line of a road for the place of beginning; thence along the center line of said road North 25 degrees 30 minutes West 135.0 feet; thence leaving the center line of said road North 24 degrees 30 minutes East 17.0 feet to an iron pin set on the Northeasterly right of way line of said road; thence continue North 24 degrees 30 minutes East 100 feet to an iron pin set on the approximate 662 foot contour of the Lake of the Ozarks; thence North parallel to the East line of the Northeast quarter 480 feet more or less to and intersecting the Westerly line of a tract of land described in Warranty Deed dated March 17, 1944, to Gus Theodorow and Marie Theodorow; thence northwesterly along the westerly line of the said Theodorow tract to the intersection of the original right bank of the Nangua River and the west line of the east half of the Northeast quarter of said Section 32; thence upstream along the right bank of the Nangua River in a southwesterly and southeasterly direction to the South line of the Northeast quarter of said Section 32; thence East along the south line of the said northeast quarter 840 feet; thence south 53 degrees 00 minutes East 920 feet more or less to the East line of the Northeast quarter of the Southeast quarter of said Section 32; thence south along the East line of the said Northeast quarter of the Southeast quarter 106 feet to a point; said point being 644 feet north of the southwest corner of the Northwest quarter of the southwest quarter of said Section 33; thence east parallel to the south line of the said northwest quarter of the southwest quarter 694 feet more or less to the center line of a road; thence along the center line of said road north 54 degrees 42 minutes west 577.0 feet; thence north 59 degrees 40 minutes west 129.2 feet; thence north 35 degrees 15 minutes west 323.25 feet to the place of beginning.

Subject to road right of way and subject also to Union Electric Light and Power Company easements of record.

Also conveying the use of a 30 foot easement as described in deed from Union Electric Light and Development Company to William F. Atchison, as described in warranty deed dated April 12, 1945 and recorded in book 80 at page 96.

Subject also to and restrictions of record.

U. S. R. S. \$99.00

TO HAVE AND TO HOLD the premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said parties of the second part and unto their heirs and assigns forever; the said Sam B. Pikey and Velma R. Pikey hereby covenanting that they are lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by them or those under whom they claim; and that they will warrant and defend the title to the said premises unto the said parties of the second part and unto their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year above written.

Sam B. Pikey

(SEAL)

Velma R. Pikey

(SEAL)

80  
96

## DEED OF RELEASE

For and in consideration that the debt expressed in and secured by the Trust deed made by James Russell Simpson and wife Dorine Simpson, and William E. Vandiver, a single person of date March 3rd, 1943 and of record in Book 30 at Page 429 of the real estate records of Hickory County, Missouri, and in Book 35, Page 597, Camden County, Mo., has been fully paid; said debt and trust deed is hereby released and forever discharged, this 20th day of March 1945.

E. E. Richards.

SETH OF HICKORY )  
COUNTY OF MO. ) SS  
County of Holt )

Be it remembered that on this 20th day of March 1945 before the undersigned personally appeared E. E. Richards to me known to be the person who executed the above and foregoing instrument, and acknowledged the execution of the same to be his free act and deed for the purposes therein mentioned.

(LS) In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year above written. My commission expires February 18th, 1949.

Catherine Dawson,

Notary Public.

Filed for record this 20th day of April A. D. 1945 at 1 o'clock P. M.

Recorder.

BOOK 080 PAGE 096

## WARRANTY DEED

THIS INSTRUMENT, made on the 18th day of April one thousand nine hundred and forty five by and between Ralph B. Cantor, and Ada D. Willis, husband and wife of Kansas, Oklahoma, parties of the first part and William Z. Addison of the County of Camden in the State of Missouri, party of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three Thousand & No/100 Dollars to them paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents, GRANT, SURRENDER AND SELL, CONVEY AND CONFIRM, unto the said party of the second part his heirs and assigns, the following described lots, tracts or parcels of land, lying being and situate in the County of Camden and State of Missouri, to-wit:

All that part of the following described property which lies above contour elevation 642 feet:

Part of the Northeast quarter of the south east quarter and part of the Northeast quarter of Section Thirty two (32), Township Twenty nine (29), North, Range Seventeen (17) East, and all that part of the Northwest quarter of the northeast quarter and part of the southwest quarter of the northwest quarter of section thirty three (33), township thirty-nine (39) North, range seventeen (17) east, described as follows: Beginning at the north west corner of the southwest quarter of the Southwest quarter of said Section 32, said point of beginning being on the South line of a tract of land hereinafter conveyed to E. H. Williams and Ada D. Williams by warranty deed dated April 14, 1944; thence West along the North line of the said Southwest quarter of the Southwest quarter, 265 feet, more or less, to a point at the head of a small cove of the Lake of the Ozarks, said point being the Southeastern corner of the said E. H. Williams and Ada D. Williams tract of land; thence down said cove in a North westerly direction and along the "fence" line, as located on the survey of said

80  
97

to the said L. E. Williams and Ada B. Williams, as a lot of the first line of said Section 33, said lot being 468 feet, more or less, north of the first line of said South of 33; thence North along the first line of said Section 33, 140 feet, more or less, to the southeast corner of a block of land as described in warranty deed dated March 17, 1944 to Gus Theodorow and Marie Theodorow; thence southwesterly along the first line of said block to the said Gus Theodorow and Marie Theodorow to the intersection of the original right bank of the Minnue River and the first line of the East half of the northwest quarter of said Section 33; thence upstream along the said right bank to the south line of the northeast quarter of said Section 32; thence East along the said South line of the northeast quarter 840 feet; thence South 53 degrees 40 minutes East, 920 feet, more or less, to the East line of said Section 32; thence South along the said East line 108 feet, to a point, said point being 664 feet, more or less, North of the Southwest corner of the Northwest quarter of the Southwest quarter of said Section 33; thence East parallel to the South line of the said Northwest quarter of the Southwest quarter 1324 feet, more or less, to a point on the East line of the said Northwest quarter of the Southwest quarter; thence North along the said East line 244 feet, more or less, to the point of beginning.

Also, the perpetual right to use a thirty foot easement of strip of ground over and across the premises now owned by Carl J. the first part and all other to the first half of the East half quarter of the South east quarter of Section 33, Township 39 North, Range 17 West. Said easement to be used jointly by parties of the second part, present herein and other portions of party of the first part for the purpose only of providing and maintaining a means of ingress and egress to and from their respective properties required from party of the first part or its successors or assigns, to existing roads now serving such properties, if any. The location of said easement is more particularly described as follows: a 30 foot strip of land lying 15 feet on either side of a centerline described as follows: From the Southeast corner of the Northwest quarter of the South east quarter of Section 33, Township 39 North, Range 17 West, run West along the South line of the said Northwest quarter of the Southeast quarter, 163.9 feet, more or less, to the centerline of Minnesota State Highway No. 5 for point of beginning; thence North 27 degrees 30 minutes East, 400 feet; thence North North 49 degrees 30 minutes East, 185 feet; thence North 37 degrees 12 minutes West, 235.4 feet, more or less, to the South line of the property here in above conveyed.

Subject to a 30 foot right of way for the establishment of a roadway over and across the premises herein conveyed, which said right of way is hereby reserved to provide ingress and egress to and from any other parcel or parcels of land now or formerly owned by Lyle Electric Land and Development Company. The location of said right of way is more particularly described as being a 30 foot strip of land lying 15 feet on either side of a centerline described as follows: From the Southeast corner of the Northwest quarter of the Southwest quarter of Section 33, Township 39 North, Range 17 West, run West along the South line of the said Northwest quarter of the Southwest quarter, 163.9 feet, more or less, to the centerline of Minnesota State Highway No. 5; thence North 27 degrees 30 minutes East, 400 feet; thence North 49 degrees 30 minutes East, 185 feet; thence North 37 degrees 12 minutes West, 235.4 feet, more or less, to the South line of the property hereinabove conveyed for point of beginning; thence North 54 degrees 42 minutes West, 577 feet; thence South 577 feet; thence South 64 degrees 28 minutes West, 336.8 feet, more or less, to the Southwesterly line of the property hereinabove conveyed.

Subject also, to all existing public roads.

There is recited in the description of the land above the North and Minnue

## WARRANTY DEED

THIS INDENTURE, made on the 31<sup>st</sup> day of January, A.D.,  
TWO THOUSAND, BY AND BETWEEN:

**WILLIAM A. MUNDHAUSEN and MARGARET A. MUNDHAUSEN, husband and wife,**

of the County of Camden, State of Missouri, parties  
of the first part, and

**MICHAEL STARK, a single person, and PAUL GOSS, a single person,  
AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP**

of the County of Jefferson, State of Missouri, parties of  
the second part. Mailing address of said first named grantee:

100 Maple Street  
De Soto, MO 63020-2819

WITNESSETH: That the said parties of the first part, in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS, to them paid by said parties of the second part (receipt of which is hereby acknowledged), do by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said parties of the Second Part, their heirs and assigns, the following described lots, tracts and parcels of land lying, being and situate in the County of Camden and State of MISSOURI to-wit:

All that part of the following described property which lies above contour elevation 662 feet:

Part of the North Half of the Southeast Quarter of Section 32 and part of the Northwest Quarter of the Southwest Quarter of Section 33, all in Township 39 North, Range 17 West, described as follows: Beginning at the Southeast corner of the Northwest Quarter of the Southwest Quarter of said Section 33; thence West along the South line of said Northwest Quarter of the Southwest Quarter 1327 feet, more or less, to the Southwest corner of the said Northwest Quarter of the Southwest Quarter, said Southwest corner being the Northeast corner of a tract of land heretofore conveyed to William Tiplady and Emma M. Tiplady, by Warranty Deed, dated June 5, 1944; thence continue West along the South line of the North Half of the Southeast Quarter of said Section 32 and following the North line of the said William Tiplady and Emma M. Tiplady tract of land, 845 feet, more or less, to the original right bank of the Big Niangua River; thence downstream along the said right bank to the North line of the Southeast Quarter of said Section 32; thence East along said North line of the Southeast Quarter and following the Southerly line of a tract of land described in Warranty Deed, dated June 19, 1944 to Ralph B. Hunter and Ora B. Hunter, 840 feet; thence South 53°00' East 920 feet, more or less, to the East line of said Section 32;

thence South along the said East line 106 feet to a point, said point being 664 feet, more or less, North of the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 33; thence East parallel to the South line of the said Northwest Quarter of the Southwest Quarter and along the South line of the said Ralph B. Hunter and Ora B. Hunter tract of land 1327 feet, more or less, to a point on the East line of the said Northwest Quarter of the Southwest Quarter; thence South along the said East line 664 feet, more or less, to the point of beginning.

**SAVE AND EXCEPT:** Those lands conveyed to F. W. Shannon and Virginia I. Shannon, his wife, by instrument recorded in Book 107 at Page 427, Deed Records, Camden County, Missouri, more particularly described as the following four tracts:

**TRACT ONE:** That part of the Northeast Quarter of the Southeast Quarter of Section 32, Township 39 North, Range 17 West, described as follows:

From the Southeast corner of the said Northeast Quarter of the Southeast Quarter of Section 32, run West along the South line of the said Northeast Quarter of the Southeast Quarter 536.5 feet to the centerline of a road for the beginning point of tract hereby described; thence along the centerline of said road North 100 feet; thence leaving the centerline of said road West 245 feet to an iron pin on the shoreline of the Lake of the Ozarks; thence continue West 128 feet, more or less, to the right bank of the Niangua River; thence along the right bank of the Niangua River in a Southeasterly direction 100 feet, more or less, to and intersecting the South line of the said Northeast Quarter of the Southeast Quarter at a point bearing West 319 feet, more or less, from the beginning point; thence East along the South line of the said Northeast Quarter of the Southeast Quarter 119 feet, more or less, to an iron pin on the shoreline of the Lake of the Ozarks; thence continue East along the South line of the said Northeast Quarter of the Southeast Quarter 220 feet to the beginning point.

For the purpose of this description the South line of the Northeast Quarter of the Southeast Quarter of Section 32 is assumed to be a due East and West line and the bearings herein are based on this assumption.

**TRACT TWO:** That part of the Northeast Quarter of the Southeast Quarter of Section 32, Township 39 North, Range 17 West described as follows:

From the Southeast corner of the said Northeast Quarter of the Southeast Quarter of said Section 32, run West along the South line of the said Northeast Quarter of the Southeast Quarter 536.5 feet to the centerline of a road; thence along the centerline of said road North 100 feet for the place of beginning of tract hereby described; thence continue along the road centerline North 41°00' East 132.5 feet; thence leaving the centerline of said road West 311.5 feet to an iron pin on the shoreline of the Lake of the Ozarks; thence continue West 142 feet, more or less, to



the right bank of the Niangua River; thence along the right bank of the Niangua River in the Southeasterly direction 100 feet, more or less, to a point bearing West 373 feet, more or less, from the beginning point; thence East 128 feet, more or less, to an iron pin on the shoreline of the Lake of the Ozarks; thence continue East 245 feet to the place of beginning.

For the purpose of this description the South line of the Northeast Quarter of the Southeast Quarter of Section 32 is assumed to be a due East and West line and the bearings herein are based on this assumption.

**TRACT THREE:** That part of the Northeast Quarter of the Southeast Quarter of Section 32, Township 39 North, Range 17 West, described as follows:

From the Southeast corner of the said Northeast Quarter of the Southeast Quarter of Section 32, run West along the South line of the said Northeast Quarter of the Southeast Quarter 536.5 feet to the centerline of a 40 foot road; thence along the centerline of said road North 100 feet; thence North 41°00' East 132.5 feet for the place of beginning of tract hereby described; thence continue along the road centerline North 130 feet; thence North 30°00' West 237.5 feet; thence along the centerline of a 20 foot road North 63°45' West 93.0 feet; thence leaving the centerline of said 20 foot road South 49°15' West 155.8 feet to an iron pin on the shoreline of the Lake of the Ozarks; thence continue South 49°15' West 267 feet, more or less, to the right bank of the Niangua River; thence along the right bank of the Niangua River in a Southeasterly direction to a point bearing West 453.5 feet from the beginning point; thence East 142 feet, more or less, to an iron pin on the shoreline of the Lake of the Ozarks; thence continue East 311.5 feet to the place of beginning.

For the purpose of this description the South line of the Northeast Quarter of the Southeast Quarter of Section 32 is assumed to be a due East and West line and the bearings herein are based on this assumption.

**TRACT FOUR:** That part of the Northeast Quarter of the Southeast Quarter of Section 32, Township 39 North, Range 17 West, described as follows:

From the Southeast corner of the said Northeast Quarter of the Southeast Quarter of Section 32, run West along the South line of the said Northeast Quarter of the Southeast Quarter 536.5 feet to the centerline of a 40 foot road; thence along the centerline of said 40 foot road North 100 feet; thence North 41°00' East 132.5 feet; thence North 130.0 feet; thence North 30°00' West 237.5 feet to the centerline of a 20 foot road; thence along the centerline of said 20 foot road North 63°45' West 93 feet to the place of beginning of tract hereby described; thence continue North 63°45' West 100 feet (also including North 63°45' West 30.0 feet 10 feet wide outside of road for entrance); thence South 52°45' West 125 feet to an iron pin on the shoreline of the Lake of the Ozarks; thence continue South 52°45' West 275 feet, more or less, to the right bank of the Niangua River; thence along the right bank of the Niangua River in a

Southeasterly direction 100 feet, more or less, to a point bearing South 49°15' West 422.8 feet, more or less, from the beginning point; thence North 49°15' East 267 feet, more or less, to an iron pin on the shoreline of the Lake of the Ozarks; thence continue North 49°15' East 155.8 feet to the place of beginning.

For the purpose of this description the South line of the Northeast Quarter of the Southeast Quarter of Section 32 is assumed to be a due East and West line and the bearings herein are based on this assumption.

**FURTHER SAVE AND EXCEPT:** That land conveyed to Ben R. Salls and Sharon Salls, his wife, by instrument recorded in Book 194, at Page 425, more particularly described as follows:

That part of the Northeast Quarter of the Southeast Quarter of Section 32, Township 39 North, Range 17 West, Camden County, Missouri, described as follows:

From the Southeast corner of the Northeast Quarter of the Southeast Quarter, run West along the South line of the Northeast Quarter of the Southeast Quarter 536.5 feet to the centerline of a road, as shown on the recorded plat of Sahara Subdivision; thence along said road centerline, North 100.0 feet; thence North 41°00' East 132.5 feet; thence North 130.0 feet; thence North 30°00' West 237.5 feet; thence North 63°45' West 37.0 feet for the place of beginning; thence continue along centerline, North 63°45' West 156.0 feet; thence leaving the road along the Northwesterly line of Lot of Sahara Subdivision, South 52°45' West 125.0 feet to an iron pin set near the shoreline of the Lake of the Ozarks; thence along the shoreline North 32°13' West 221.3 feet; thence North 9°15' West 135.2 feet; thence North 12°02' East 210.2 feet; thence South 72°55' East 423.6 feet; thence South 19°32' West 51.0 feet; thence South 68°42' East 45.3 feet; thence leaving the shoreline, South 16°00' West 154.5 feet to a point on the centerline of a roadway; thence leaving the centerline, continue South 16°00' West 189.2 feet to the place of beginning.

**FURTHER SAVE AND EXCEPT:**

A tract of land situated in the Northeast Quarter of the Southeast Quarter of Section 32, Township 39 North, Range 17 West, Camden County, Missouri, more particularly described as follows:

Commencing at an existing 1-1/2 inch bar which marks the Southeast corner of the Northeast Quarter of the Southeast Quarter; thence North 0°41'47" West, along the East line thereof, a distance of 285.44 feet to a 5/8 inch re-bar; thence leaving said line, West, a distance of 426.99 feet to a 1/2 inch re-bar in the centerline of a roadway; thence following said centerline, North, a distance of 47.07 feet; thence North 30°00'00" West, a distance of 237.50 feet; thence North 55°54'43" West, a distance of 28.85 feet to a 3/8 inch bar; thence leaving said centerline, North 16°00'55" East, along the East line of Lot 11 of Blue Haven Beach



Subdivision, a distance of 189.04 feet to a 1/2 inch re-bar in the centerline of Lake Road 5-73A, said point being the Point of Beginning; thence North 16°00'00" East, a distance of 10.11 feet to a 1/2 re-bar; thence North 16°00'00" East, a distance of 144.41 feet to a 1/2 inch re-bar; thence North 68°46'48" West, a distance of 45.30 feet to a 3/8 inch bar; thence North 19°27'12" East, a distance of 51.00 feet to a 5/8-inch re-bar; thence North 19°27'12" East, a distance of 4.46 feet to the Northerly edge of a concrete seawall at the Lake of the Ozarks; thence following said seawall, South 65°01'44" East, a distance of 39.98 feet; thence South 65°48'04" East, a distance of 26.96 feet; thence South 62°54'02" East, a distance of 12.49 feet; thence South 62°18'52" East, a distance of 16.19 feet; thence South 66°30'57" East, a distance of 7.13 feet; thence leaving said seawall, South 23°29'03" West, a distance of 1.00 feet to a 5/8 inch re-bar; thence South 40°35'05" East, a distance of 49.43 feet to a 5/8 inch re-bar; thence South 39°53'10" East a distance of 31.63 feet to a 5/8 inch re-bar; thence South 72°36'40" East, a distance of 93.69 feet to a 5/8 inch re-bar; thence South 28°30'11" West, a distance of 99.98 feet to a 5/8 inch re-bar; thence South 28°30'11" West, a distance of 21.48 feet to a 1/2 inch re-bar in the centerline of Lake Road 5-73A; thence following said centerline, North 82°55'23" West, a distance of 196.65 feet to the Point of Beginning, excepting therefrom the right of way of said road.

#### FURTHER SAVE AND EXCEPT:

A tract of land situated in the Northeast Quarter of the Southeast Quarter of Section 32, Township 39 North, Range 17 West, Camden County, Missouri, more particularly described as follows:

Commencing at an existing 1-1/2 inch bar which marks the Southeast corner of the Northeast Quarter of the Southeast Quarter, said point being the Point of Beginning; thence North 89°43'26" West, along the South line of the Northeast Quarter of the Southeast Quarter a distance of 517.40 feet to a 1/2 inch re-bar in the centerline of a roadway 40 feet in width; thence following said centerline, North, a distance of 100.00 feet; thence North 41°00'00" East, a distance of 132.50 feet; thence North, a distance of 82.93 feet to a 1/2 inch re-bar; thence leaving said centerline East, a distance of 426.99 feet to a 5/8 inch re-bar on the East line of the Northeast Quarter of the Southeast Quarter; thence following said line, South 0°41'47" East, a distance of 285.44 feet to the Point of Beginning, excepting therefrom the right-of-way of said road.

Subject to all easements, restrictions, reservations and conditions of record and to all existing roads and powers lines, whether of record or not.

First Parties hereby reserve an easement as follows:

1. First parties and their guests shall have the use of the existing boat ramp which is located on the land described herein.

2. The said existing boat ramp shall be utilized by first parties, second parties, their respective guests and other designated users, only for launching and removing boats and for no other purpose. No parking of boats, trailers or other vehicles or equipment shall be permitted at any time.

3. The easement granted herein shall be a joint-use easement.

4. All costs of maintenance and repairs of the said existing boat ramp shall be shared equally by all of the users thereof, and all such expenses shall be due and payable as they are incurred. No major repairs, defined as those repairs which exceed the costs of \$300.00, shall be undertaken nor contracted by any of the users thereof, without the prior unanimous consent of all users.

5. The easement reserved hereby shall burden the land described herein, and shall benefit the remaining land owned by Grantors herein.

TO HAVE AND TO HOLD the premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said parties of the second part and their heirs and assigns forever; the said first parties hereby covenanting that they are lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that they have the right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by them or those under whom they claim; and that they and their heirs and assigns, will warrant and defend the title to the said premises unto the said parties of the second part and unto their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

William A. Mundhausen  
WILLIAM A. MUNDHAUSEN

Margaret A. Mundhausen  
MARGARET A. MUNDHAUSEN

.....  
ACKNOWLEDGEMENT  
STATE OF Missouri )  
COUNTY OF Camden )SS  
On this 31st day of January, 2000, before me, the undersigned, a Notary Public, personally appeared WILLIAM A. MUNDHAUSEN and MARGARET A. MUNDHAUSEN, husband and wife, to me known to be the persons

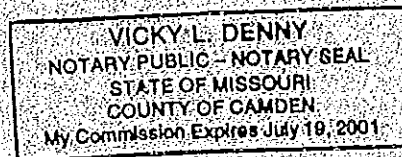
described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

*Vicky L. Denny*  
Notary Public

My term expires:

7-19-2001



BOOK 0491 PAGE 0637

STATE OF MISSOURI  
COUNTY OF CAMDEN  
CERTIFIED INSTRUMENT RECORDED

2000 FEB -4 AM 11:18

BOOK 491 PAGE 637  
DONNIE SHELLING, RECORDER

*Donnie Shelling* DEPUTY

36.00

