

•PETITION REQUESTING ANNEXATION TO THE CITY OF OZARK, MO

The undersigned on behalf of Elk Valley LLC
hereinafter referred to as Petitioner, for its petition to the Board of Aldermen of the
City of Ozark, Missouri, state and allege as follows:

1. That it is the owner of all fee interests of record in the real estate in Christian County, Missouri described as follows, to-wit:

See Exhibit A

2. That the said real estate is not now a part of any incorporated municipality.
3. That the said real estate is contiguous, or contiguous and compact, to the existing corporate limits of the City of Ozark, Missouri, as appropriate.
4. That it requests that the said real estate be annexed to, and be included within the corporate limits of, the City of Ozark, Missouri, as authorized by the provisions of Section 71.012, Revised Statutes of the State of Missouri.
5. That it is in "good standing" with the Missouri Secretary of State; and, that the undersigned officers are acting pursuant to a corporate resolution duly passed which authorizes this petition.
6. That it requests the Board of Aldermen of the City of Ozark, Missouri to cause the required notice to be published and to conduct a Public Hearing required by law and to thereafter adopt an ordinance extending the limits of the City of Ozark, Missouri to include the above described real estate.
7. That the above described property was assessed at \$10,700 by the Christian County Assessor's Office for the year of 2024.

Dated this 29th day of July, 2024

Name of Corporation or LLC: Elk Valley LLC

By: Joe Warren

Name/Title: Joe Warren
Managing Member

Attest: _____

Name/Title: _____

STATE OF MISSOURI
COUNTY OF CHRISTIAN

On this 29th day of July, 2024

before me personally appeared Joe Warren, managing member

of the above named LLC, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed on behalf of said LLC.

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

My term expires: 7-12-2027

/s/ [Signature]
Notary Public



EXHIBIT A LEGAL DESCRIPTION

A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 27 NORTH, RANGE 21 WEST IN CHRISTIAN COUNTY, MISSOURI AND DESCRIBED IN BOOK 2009 AT PAGE 13990 OF THE CHRISTIAN COUNTY, MISSOURI RECORDER'S OFFICE AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 27 NORTH. RANGE 21 WEST: THENCE ALONG THE SOUTH LINE OF SAID SECTION 27 SOUTH $87^{\circ}35'59''$ EAST, 706.08 FEET; THENCE LEAVING SAID SOUTH LINE NORTH $02^{\circ}24'01''$ EAST, 61.93 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON THE NORTHERLY RIGHT-OF-WAY OF SOUTH STREET (BUSINESS 65) AND ON THE EASTERLY RIGHT-OF-WAY OF 20TH STREET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING COURSES, NORTH $49^{\circ}08'44''$ WEST, 83.45 FEET; THENCE 249.74 FEET ALONG A 266.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH $24^{\circ}42'48''$ WEST FOR A DISTANCE OF 240.67 FEET; THENCE NORTH $51^{\circ}46'39''$ WEST, 150.55 FEET; THENCE 189.69 FEET ALONG A 375.28 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH $37^{\circ}05'08''$ WEST FOR A DISTANCE OF 187.67 FEET; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH $86^{\circ}25'17''$ EAST, 1118.41 FEET; THENCE NORTH $03^{\circ}34'59''$ EAST, 311.35 FEET; THENCE NORTH $40^{\circ}53'24''$ EAST, 172.95 FEET; THENCE SOUTH $89^{\circ}21'12''$ EAST, 132.99 FEET; THENCE SOUTH $50^{\circ}04'51''$ EAST, 179.40 FEET; THENCE SOUTH $15^{\circ}26'12''$ WEST, 357.02 FEET; THENCE SOUTH $86^{\circ}25'16''$ EAST, 324.85 FEET; THENCE NORTH $03^{\circ}34'44''$ EAST, 316.34 FEET; THENCE NORTH $37^{\circ}02'10''$ EAST, 131.67 FEET; THENCE SOUTH $88^{\circ}17'55''$ EAST, 51.59 FEET; THENCE SOUTH $46^{\circ}58'14''$ EAST, 215.04 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY OF 17TH STREET; THENCE ALONG SAID RIGHT-OF-WAY SOUTH $01^{\circ}58'46''$ WEST, 776.37 FEET TO A POINT LYING ON THE NORTHERLY RIGHT-OF-WAY OF THE AFOREMENTIONED SOUTH STREET (BUSINESS 65); THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY AND ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING COURSES, NORTH $86^{\circ}29'33''$ WEST, 409.27 FEET; THENCE NORTH $86^{\circ}09'15''$ WEST, 330.03 FEET; THENCE NORTH $86^{\circ}09'22''$ WEST, 328.15 FEET; THENCE NORTH $86^{\circ}24'47''$ WEST, 85.51 FEET; THENCE NORTH $86^{\circ}41'29''$ WEST, 85.51 FEET; THENCE NORTH $87^{\circ}31'50''$ WEST, 199.46 FEET; THENCE NORTH $87^{\circ}31'59''$ WEST, 199.47 FEET TO THE POINT OF BEGINNING. CONTAINING 1,142,817 SQUARE FEET OR 26.24 ACRES, MORE OR LESS. ALL LYING IN CHRISTIAN COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.



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(Space above reserved for recorder or deeds
certification)

Title of document: ELECTRIC UTILITY LINE RIGHT OF WAY EASEMENT

Date of document:

Grantor(s): ELK VALLEY LLC
1724 ROCKHILL ROAD
OZARK, MO 65721

Grantee: WHITE RIVER VALLEY ELECTRIC COOPERATIVE

Mailing addresses: PO BOX 969
BRANSON, MO 65615

Legal Description: SEE EXHIBIT A

Reference book and pages if required:

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

RIGHT-OF-WAY EASEMENT

Map Location: 02027006E
Township: 27 Section: 27 Range: 21

Work Order: 984138

BE IT KNOWN BY THESE PRESENTS that: ELK VALLEY LLC
whose address is: 1724 ROCKHILL RD, OZARK, MO 65721 (hereinafter referred to as "Grantor") (a single person/husband and wife) for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto WHITE RIVER VALLEY ELECTRIC COOPERATIVE, INC., a Missouri rural electric cooperative and its wholly owned subsidiary(ies) and their successors and assigns (hereinafter all collectively referred to as the "Grantees"), the perpetual non-exclusive easement and right-of-way, as more particularly described as follows and for the purposes of:

RIGHT OF WAY EASEMENT TO CONSTRUCT PRIMARY UNDERGROUND ELECTRIC LINE TO SERVE PROPERTY PER THE LAYOUT OF WORK ORDER #984138.

PARCEL #110827003003002000

And on **EXHIBIT A** attached hereto and made a part hereof (hereinafter referred to as the "Easement"), with the right, privilege, and authority to enter upon said Easement and make use thereof for electrical power distribution and transmission, and for communication purposes, including, but not limited to, the perpetual right to place, replace, construct, reconstruct, install, erect, relocate, modify, change operating voltage, patrol, repair, operate and maintain thereon, above ground or underground, an electrical distribution and/or transmission system and a fiber optic or other communication system, including but not limited to, communication lines, electric transmission or electric distribution lines of one or more circuits, poles, structures, wires, guy wires, anchors, cables, fiber optic lines or systems and all other appurtenances (all of which are hereinafter referred to as the "Systems"), for internal, commercial or other purposes and for the transmission and distribution of electrical energy and communication data or information of any type whatsoever, to and across the Easement situated in the County of CHRISTIAN, State of Missouri.

Grantees shall also have the right to enter upon the Easement to conduct surveys, tests, examinations, habitat assessments, and all related activities necessary for compliance with laws and regulations for the construction, operation and maintenance of the Systems. The location of the Easement shall be determined and fixed upon completion of the facilities for communication, electric distribution, or transmission lines as initially constructed or as subsequently modified based on the following overhead and/or underground dimensions:

OVERHEAD: The easement granted herein shall be 30-feet in width, being 15-feet on each side of its centerline. Furthermore, for any guy brace poles, guy wires, anchors and other appurtenances that extend outside of the 30-foot-wide easement, said easement shall continue and extend out 20-feet-wide, 5-feet on each side of the centerline of any guy brace poles, guy wires, anchors, and other appurtenances, and thereafter continue at a radius of 5-feet around all anchors or other appurtenances.

UNDERGROUND: The easement granted herein shall be 20-feet in width, being 10-feet on each side of its centerline of the established ditch line and above ground equipment. Furthermore, the above ground equipment cannot be obstructed 3-foot- on the sides and back and 12-feet- in front of the doors/lid or covered/hiding by any obstructions such as buildings, fences, shrubs, trees, etc.

The Grantor does also hereby grant to the Grantees the perpetual right to cut, trim and spray for control of timber, trees, shrubbery, and brush located within the Easement to the extent necessary to protect the operation and integrity of the Systems; to cut down from time to time all dead, weak, leaning or dangerous trees existing on or off the Easement that are tall enough to strike the wires or any other component of the Systems; and to remove all structures, trees, plants or vegetation that might, in the Grantees' sole judgment, endanger the Systems. All timber remaining on the Easement shall be cleared at Grantees' discretion in compliance with government regulations. Grantees shall have the right to license, permit or otherwise agree to the joint use or occupancy of the Systems by Grantees' successors, subsidiaries, or third-party assignees.

Grantor agrees to keep the Easement clear of all future buildings and vertical improvements, water impoundments or obstructions that may interfere with the operation or maintenance of the Systems, except as specifically permitted by Grantees in writing, and shall notify Grantees before making any improvements or land disturbance within the Easement including, but not limited to, the installation water impoundments, swimming pools, or underground improvements, utilities, sewer lines or water lines. Grantor further agrees to advise and consult with Grantees in advance of any change in the grade and/or elevation of the land within the Easement to allow Grantees to maintain mandatory clearance requirements. Grantor agrees to make no use of, nor permit others to make use of the Easement that would reduce clearance or in any way interfere with the proper and safe operation of the Systems. Grantor agrees not make any attachments of any kind to any lines, poles, structures or equipment of Grantees. Notwithstanding the foregoing, Grantor shall be permitted to install roads, parking areas, storage areas and drive aisles within the Easement, so long as the foregoing do not unreasonably interfere with Grantee's rights hereunder. Except as expressly set forth herein, Grantor reserves the right to use the Easement Area for all purposes not inconsistent with the Easement rights granted to Grantee hereunder.

Grantees shall use public or private roadways for access to the Easement if feasible but shall also have a reasonable right of access across the property of Grantor for ingress and egress to and from the Easement. Grantor agrees that all poles, wires and other facilities installed in, upon or under the above-described lands at the Grantees' expense shall remain the property of the Grantees, removable at the option of the Grantees.

The Grantees covenant and agree that they will repair or, at the option of the Grantees, reimburse Grantor to repair the reasonable actual damages as determined by Grantees, when and if such damages occur to Grantor's real property, including growing agricultural crops and fences, arising out of the initial construction of, or occasioned by its use of or access to the Easement as herein authorized; provided that Grantees shall not be obligated to pay Grantor damages not otherwise authorized by the terms of this instrument. The term "actual damages" shall not include damages caused by the spraying, treating, cutting or trimming of trees otherwise authorized by the terms of this instrument, or the subsequent addition of facilities herein permitted. By accepting this Easement, Grantees acknowledge and agree that any and all entry upon the Easement area and the remainder of Grantor's property by Grantees or its or their employees or contractors shall be conducted in a manner so as to not interfere with Grantor's (or, if applicable, Grantor's tenant's) business operations on such property.

No delay in exercising any or all of the rights granted herein to Grantees shall be interpreted to be a surrender of any of the rights granted herein nor abandonment of the Easement as granted. The parties agree that this instrument embodies the whole agreement between them and that no representation, promise or agreement not expressed herein has been made to induce the Grantor to execute and deliver it. Grantor has read and fully understands the terms expressed in this Easement.

Grantor covenants that Grantor is the fee owner of the above described real estate and has the right to make this conveyance for the consideration exchanged, that Grantees, their successors, lessees, licensees and/or assigns, may peacefully and quietly enjoy the Easement for the uses herein stated, and that no consent of any other party having any interest in the real estate identified in this Easement is necessary in order for the Grantees to enjoy the benefits of the Easement conveyed herein.

[signatures commence on the following page]

IN WITNESS WHEREOF, the undersigned have set their hands this 29 day of July, 2024.

GRANTOR

Signature: Joe Warren

Name Printed

Signature: Joe Warren

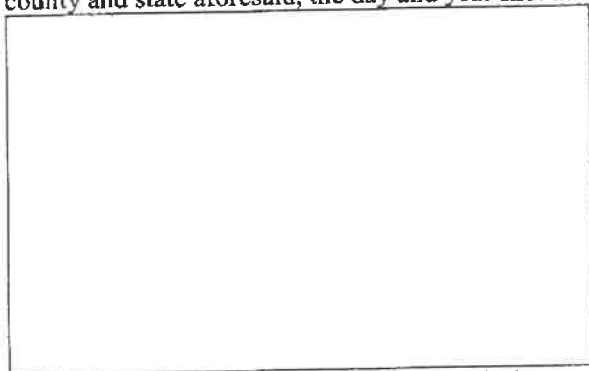
Name Printed

ACKNOWLEDGEMENT

STATE OF MO)
) ss.
COUNTY OF Greene)

On this 29th day of July, 2024, before me, a Notary Public, personally appeared Joe Warren to me known to be the person(s) described in and who executed the foregoing right-of-way easement, and acknowledged that he/she executed the same with proper authority and on behalf of Grantor EK Valley, LLC as its free act and deed for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid, the day and year first above written.

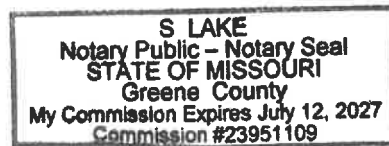


Place notary stamp in box above in black ink and press firmly.

S. Lake
Notary Public

(Print Name)

My Commission Expires: 7/12/2027



Exhibits

- Legal Description EXHIBIT A
- Additional Exhibits as needed

AFTER RECORDING RETURN TO:

EXHIBIT A

T27UNKNOWN, R21UNKNOWN, Christian County, Section 027: Southwest

ELK VALLEY LLC
 1724 ROCKHILL ROAD
 OZARK, MO 65721

WORK ORDER #984138
 PARCEL #110827003003002000

Bearing and distances are approximated based on GPS data gathered and projected into NAD_1983_StatePlane_Missouri_Central_FIPS_2402_Feet



A strip of land 10.00 Feet on either side of a line with a POINT OF BEGINNING in the Southwest Quarter of Section 027, Township 27, Range 21 which lies N89°25'16.588"W a distance of 0 Feet from UTILITY POLE monument located at 37°0'25.938"N, 93°13'38.087"W in the Southwest Quarter of Section 027, Township 27, Range 21;
 thence S47°0'57.692"W a distance of 52 Feet;
 thence N81°5'47.028"W a distance of 93 Feet;
 thence S82°1'27.119"W a distance of 61 Feet;
 thence N80°14'50.757"W a distance of 110 Feet;
 thence S48°9'49.716"W a distance of 189 Feet;
 thence S13°15'50.700"E a distance of 154 Feet to the POINT OF TERMINATION located in the Southwest Quarter of Section 027, Township 27, Range 21.

