

CCO FORM: RW04A
Approved: 03/10 (AR)
Revised:
Modified:

COUNTY: Wright
ROUTE: 5
PROJECT: Mansfield Maint.
FED. PROJECT: N/A
PARCEL: E80642/10884

SPECIAL WARRANTY DEED

(1) PARTIES: THIS AGREEMENT, made this _____ day of _____, 20__, by and between the MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, Grantor, with an address of 105 W. Capitol Avenue, Jefferson City, MO 65102, and _____, Grantee(s), with an address of _____.

(2) CONSIDERATION: The Grantor, in consideration of the sum of _____ DOLLARS (\$_____), to it paid by the Grantee, the receipt of which is hereby acknowledged, *do/does* hereby bargain and sell, convey and confirm fee simple title in the real estate described in this deed.

(3) PROPERTY DESCRIPTION: Grantor conveys to the Grantee(s) the following described real estate and interests in real estate in the County of Wright, State of Missouri:

See Attached Exhibit "A"

(4) RIGHTS OF GRANTEE: Grantee(s) shall obtain all rights, privileges, appurtenances and immunities belonging to the Grantor, its successors and assigns forever.

(5) SPECIAL WARRANTY: Grantor hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises hereby conveyed and that since acquiring its interest it has placed no encumbrances on the property except as set out in this Deed. The Grantor covenants that it will warrant and defend the title to said premises unto the Grantee(s) and unto its/their successors and assigns, forever, against the lawful claims and demands of all persons claiming by, through or under the Grantor, but none other.

(6) DATE: IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

By _____

ATTEST:

By _____
Secretary to the Commission

Exhibit "A"

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 28 NORTH, RANGE 15 WEST, DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF SAID FORTY, RUNNING THENCE EAST 485 FEET; THENCE SOUTH 0° 34' WEST 440 FEET MORE OR LESS TO A POINT OPPOSITE STATION 543+72.9 ON THE EAST RIGHT OF WAY LINE OF STATE HIGHWAY 5, WRIGHT COUNTY, AND ON THE SOUTH LINE OF A COUNTY ROAD FOR A POINT OF BEGINNING; THENCE NORTH 75° 04' EAST ALONG THE SOUTHERLY SIDE OF SAID COUNTY ROAD A DISTANCE OF 680 FEET; THENCE SOUTH 14° 56' EAST 240 FEET; THENCE SOUTH 75° 04' WEST 746 FEET TO OPPOSITE STATION 546+22.9 ON THE EAST RIGHT OF WAY LINE OF SAID STATE HIGHWAY5; THANCE NORTH 0° 34' EAST ALONG SAID RIGHT OF WAY LINE 250 FEET TO PLACE OF BEGINNING. CONTAINING 3.94 ACRES MORE OR LESS.

BILLBOARD CLAUSE

Grantee, for itself, its successors and assigns, by acceptance of this conveyance, covenants and agrees, and it is made a condition of this conveyance, that the property herein described shall not be used for the construction, erection or maintenance of billboards or advertising signs other than signs advertising activities conducted on the property or services and products therein provided. This shall be a covenant running with the land and is binding upon Grantee, its successors and assigns. Upon a breach of this covenant and after 10 days' written notice to Grantee or its assigns to remove said offending sign as described above, Grantor retains the right to enter the property herein conveyed and remove said sign at the sole expense and liability of Grantee or its successors and assigns.

UTILITY CLAUSE

Grantee, by acceptance of this conveyance, covenants and agrees for itself, its successors and assigns, to allow known or unknown utility facilities currently located on the property, whether of record or not, to remain on the property, and to grant the current and subsequent owners of those facilities the right to maintain, construct and reconstruct the facilities and their appurtenances over, under, and across the land herein conveyed, along with the right of ingress and egress across the land herein conveyed to and from those utilities.