

Office Use Only

MASTER CONTRACT NUMBER:

C2025-0087

**EASEMENT AGREEMENT**

THIS **EASEMENT AGREEMENT** ("Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by the CITY OF BRANSON, MISSOURI, a fourth-class municipality of the State of Missouri (hereinafter referred to as "**City**"), and by, ANDREW PROPERTIES, LLC, ("**Grantor**"). City and Grantor are collectively referred to herein as the "**Parties**".

**WHEREAS**, the City has requested Grantor grant City an easement in the form set forth on Exhibit A (the "Easement") upon certain real property owned by Grantor (the "Property") for use in connection with certain streetscape and related improvements (the "Improvements") to be constructed and maintained on the Property;

**WHEREAS**, the Grantor is willing to grant the Easement upon and across the Property for the purposes described therein in exchange for the City providing water to the Grantor's property for the City Rates that properties within city limits pay for a period of 20 years from the execution of this Agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Water Rate.** In exchange for granting the City an Easement in the form set forth on Exhibit A, City hereby agrees to provide water at the rate that City properties pay for a period of no more than 20 years from the execution of this Agreement. Tenants of the Property shall pay for all utilities, including electricity, gas, water, and internet services, which shall be separately metered and billed directly to the tenants. The tenants shall receive reduced water and sewer costs while the Deed is held by Andrew Properties, LLC or up to twenty (20) years after the execution of this Agreement, whichever is earlier.

2. In no event shall the City be liable to Grantor for special, indirect, or consequential damages, except those caused by the City's breach of this Agreement, gross negligence, or willful or wanton misconduct arising out of or in any way connected with a breach of this Agreement.

3. All waivers to any terms and conditions of this Agreement, or any rights, powers, or remedies under it, by either party must be in writing in order to be effective. Once a right has vested in a party, that party shall not be deemed to have waived its right due to its failure or election to not exercise its right at the time it vests, and such party shall continue to have the option to exercise its right unless it waives its right in writing. No waiver or consent granted with respect to one matter or incident shall be construed to operate as a waiver or consent with respect to any different or subsequent matter or incident.

4. This Agreement may not be amended, modified, or otherwise changed or altered except by a writing executed by Grantor and an authorized representative of City.

5. This Agreement shall be governed by the laws of the State of Missouri. The City and Grantor agree that the performance of this Agreement will be deemed to have occurred in the State of Missouri and that the performance under this Agreement will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this Agreement shall be exclusively in the Circuit Court of Taney County, Missouri, or the Federal District Court for the Western District of Missouri, as appropriate. The Parties submit to the personal jurisdiction of and waive any personal jurisdiction or inconvenient forum objection to those courts.

6. Grantor does hereby covenant with the City that Grantor is lawfully seized and possessed of the Property, and Grantor has a good and lawful right to enter into this Agreement.

7. This Agreement represents the entire Agreement between the City and Grantor. All previous or contemporaneous contracts, representations, promises, and conditions related to this Agreement described herein are superseded.

**IN WITNESS WHEREOF, Grantor and City have caused this Agreement to be executed in their respective names and attested as to the date as set forth below.**

CITY OF BRANSON, MISSOURI

By: \_\_\_\_\_

Name: Larry Milton, Mayor

ATTEST:

APPROVED AS TO FORM

By: \_\_\_\_\_

Name: \_\_\_\_\_, City Clerk

By:  \_\_\_\_\_

Name: Holly Dodge, <sup>Special Council</sup> City Attorney

STATE OF MISSOURI )

) ss

COUNTY OF TANEY )

On this \_\_\_\_ day of \_\_\_\_\_ in the year 2025, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared Larry Milton, Mayor of Branson Missouri, City, known to me to be the person who executed the Easement Agreement, on behalf of said City, and acknowledged to me that he or she executed the same for the purposes therein stated.

[Seal]

\_\_\_\_\_  
[Notary Public]

My Commission Expires: \_\_\_\_\_

ANDREW PROPERTIES, LLC

By: Kimberley Carleton  
Name: Kimberley Carleton, Member

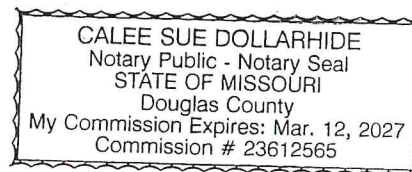
STATE OF MISSOURI     )  
  ) ss  
COUNTY OF ~~TANEY~~     )  
                                  Douglas co

On this 24 day of February the year 2025, before me, Calee Dollarhide, a  
Notary Public in and for said state, personally appeared Kimberley Carleton, Member of Andrew  
Properties, LLC, known to me to be the person who executed the Easement Agreement and  
acknowledged to me that he or she executed the same for the purposes therein stated.

[Seal]

Calee Sue Dollarhide  
[Notary Public]

My Commission Expires: 03/12/2027





DocId:3244764

Tx:4195304

BOOK PAGE

202500635

01/14/2025 12:52 PM

REC FEE: 42.00

PAGES: 7

REAL ESTATE DOCUMENT

TANEY COUNTY, MISSOURI

RECORDERS CERTIFICATION

JODY C STAHL

**PEDESTRIAN WAY,  
VEHICULAR ACCESS MANAGEMENT, STREETSCAPE BEAUTIFICATION  
IMPROVEMENTS, AND UTILITY EASEMENT**

*November 14, 2024*

**ANDREW PROPERTIES, LLC, a Wyoming Limited Liability Company**, hereinafter called the GRANTOR, for and in consideration of One Dollar (\$1.00) and other valuable consideration received, and the advantages to be gained from the existence of such pedestrian way and utility mains, structures or conduits and appurtenances thereon, and for good and sufficient consideration, the receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY AND CONFIRM unto the CITY OF BRANSON, a fourth class City in the State of Missouri, whose address is 110 W. Maddux, Branson, Missouri 65616, hereinafter referred to as GRANTEE, a permanent easement and right-of-way to locate and relocate, construct, reconstruct, maintain, remove, operate, replace and repair public pedestrian way, vehicular access management, streetscape beautification improvements, and utility mains, structures or conduits and to remove and destroy all growth and vegetation which the City and/or its contractors in their discretion deem reasonably necessary for the construction or maintenance of the pedestrian way, vehicular access management, streetscape beautification improvement, and utility lines and all appurtenances incidental thereto over, upon, under and through the following described tract of land laying and being situated in said City of Branson, Taney County, Missouri, to-wit:

Legal Description attached as part of this document labeled as Exhibit A

TO HAVE AND TO HOLD the premises aforesaid for the aforesaid uses with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the GRANTEE, its successors and assigns forever; the said GRANTOR hereby covenanting that GRANTOR is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that GRANTOR has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by GRANTOR or those under whom GRANTOR claims and that GRANTOR will warrant and defend the title to the said premises unto the said GRANTEE and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever, and as follows:

1. Said easement tract will be kept free from buildings and any other structures or obstructions which will interfere with the GRANTEE in excavating upon said land for the purpose of laying, constructing, reconstructing, operating, repairing, replacing and maintaining such public pedestrian way, vehicular access management, streetscape beautification improvements, and utility mains, structures, conduits and appurtenances; and no excavation or fill shall be made, and no other operations of any kind or nature shall be performed or authorized by the GRANTOR to be performed which will reduce or increase the earth coverage in such a manner and to such extent so as to interfere with or jeopardize or threaten the normal and proper operation and maintenance of such public pedestrian way, vehicular access management, streetscape beautification improvements and utility mains, structures, conduits and appurtenances.

2. The GRANTEE, its agents, servants, employees or independent contractors shall have the right to go upon said land at any time to excavate or perform other operations for the purposes of laying, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said pedestrian way, vehicular access management, streetscape beautification improvements, and utility mains, structures, conduits and all appurtenances incidental thereto.

3. The GRANTEE, its successors and assigns, shall be kept free of all claims for damages to trees, shrubs and all other things on said described area by reason of the rights herein conveyed by GRANTOR, and the GRANTOR does hereby covenant with the GRANTEE that GRANTOR is lawfully seized and possessed of the land above described, and a good and lawful right to convey the same, and that it is free from all encumbrances done or suffered by GRANTOR which would interfere with the rights granted hereunder.

4. Said easement shall not materially interfere with the GRANTOR'S use and enjoyment of the subject property not encumbered by the easement and right of way described herein. Notwithstanding anything to the contrary herein, all easements granted by the grantor herein are nonexclusive, and GRANTOR reserves the right to use said property for all commercial uses allowed by zoning and other private agreements including, but not limited to, full use of the property, paving, parking, ingress, egress, signs, retention, and all that is shown on approved construction development plans, to the extent that it does not interfere with the pedestrian way, vehicular access management, streetscape beautification improvements and utility improvements for which this easement is granted.


IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 14<sup>th</sup> day of November, 2024.

By: Kim Carleton  
Printed Name: Kim Carleton  
Title: Member/Manager

IN WITNESS WHEREOF, the GRANTEE having proved this instrument upon authority of the Board of Alderman this the 10<sup>th</sup> day of December, 2024




ATTEST:

  
Hillary Briand  
City Clerk

CITY OF BRANSON

  
Mayor  
Larry Milton

APPROVED AS TO FORM:

  
Holly Dodge  
City Attorney

ACKNOWLEDGMENT  
STATE OF MISSOURI

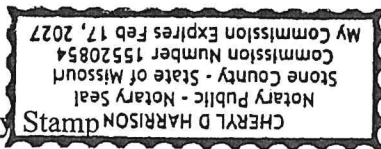
COUNTY OF TANEY

}  
} ss.  
}

On this 14 day of November, 2024 before me, Cheryl D. Harrison, a Notary Public, in and for said state, personally appeared Kim Carleton, who, being duly sworn did say that he/she is the Member/Manager of the limited liability company named in the foregoing pedestrian way, vehicular access management, streetscape beautification improvements, and utility easement, and that said instrument was signed and sealed in behalf of said limited liability company, by the authority of its Members, and said Kim Carleton acknowledged said instrument to the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal day and year last above written.

Notary



Cheryl D. Harrison  
Notary Public

ACKNOWLEDGMENT  
STATE OF MISSOURI

}  
} ss.  
}

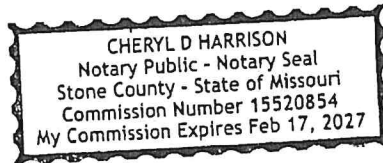
COUNTY OF TANEY

On this 10<sup>th</sup> day of December, 2024 before me, Chevy Harrison, a Notary Public, in and for said state, personally appeared Larry Milton, of the City of Branson, Missouri, to me personally known, who, being duly sworn by me, did say that he/she is the designated agent of the City of Branson Missouri, and that said document was signed in behalf of said City by authority of its Board of Alderman and acknowledged said document to be the free act and deed of said City of Branson, Missouri and acknowledged to me that he/she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal day and year last above written.

Chevy D. Harrison  
Notary Public

Notary Stamp





ATTACHMENT "A"

TRACT 23

GRANTORS: ANDREW PROPERTIES, LLC

A PEDESTRIAN WAY, VEHICULAR ACCESS MANAGEMENT, STREETScape BEAUTIFICATION IMPROVEMENTS, AND UTILITY EASEMENT, BEING PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER SECTION 35, TOWNSHIP 23 NORTH, RANGE 22 WEST, IN THE CITY OF BRANSON, TANEY COUNTY, MISSOURI, THE GRANTOR'S LAND AS DESCRIBED IN BOOK 2017, PAGE 12957, AT THE TANEY COUNTY RECORDER'S OFFICE.

THE PEDESTRIAN WAY, VEHICULAR ACCESS MANAGEMENT, STREETScape BEAUTIFICATION IMPROVEMENTS, AND UTILITY EASEMENT HEREIN CONVEYED IS DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM MONUMENT AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 23 NORTH, RANGE 22 WEST; THENCE N12°14'38"E, 3235.46 FEET, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WEST 76 COUNTRY BOULEVARD AND THE POINT OF BEGINNING; THENCE N37°44'51"E, 6.52 FEET; THENCE S56°30'12"E, 97.52 FEET; THENCE N79°31'42"E, 99.50 FEET; THENCE S10°28'18"E, 6.50 TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SHEPHERD OF THE HILLS EXPRESSWAY; THENCE ALONG SAID NORTHERLY LINE S79°31'42"W, 102.13 FEET TO A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF WEST 76 COUNTRY BOULEVARD; THENCE ALONG SAID NORTH LINE N56°30'12"W, 100.63 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1,299 SQUARE FEET, MORE OR LESS.

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Prepared by Great River Engineering  
for City of Branson  
Project No. 4515  
Date: January 18, 2024

Great River Engineering  
186 S. Payne Stewart Dr. Suite 151, Branson, MO 65616  
417-220-4112  
Land Surveying Corporation Certificate of Authority #2001011476



GREAT CHOICE INVESTMENTS, LLC  
BOOK 2019, PAGE 26285

MEZEI LAWRENCE  
BOOK 2007, PAGE 43089

(23)

ANDREW PROPERTIES, LLC  
BOOK 2017L, PAGE 12957

FOUND 1/2" IRON  
PIN, LS 2191

WEST 76 COUNTRY BLVD.  
R/W

POINT OF BEGINNING  
FOUND 5/8" IRON PIN

N37°44'51"E  
6.52'

PVSUE  
1,299 SQ. FT.±

S56°30'12"E 97.52'  
N56°30'12"W 100.63'

N79°31'42"E 99.50'

S79°31'42"W 102.13'

SHEPHERD OF THE  
HILLS EXPRESSWAY

S10°28'18"E  
6.50'

LEGEND

PVSUE - PEDESTRIAN WAY,  
VEHICULAR ACCESS  
MANAGEMENT,  
STREETSCAPE  
BEAUTIFICATION  
IMPROVEMENTS,  
AND UTILITY  
EASEMENT

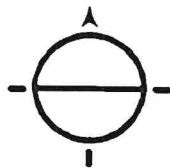
POINT OF COMMENCING  
EX. ALUMINUM MONUMENT  
SOUTHWEST CORNER  
SEC. 35, T23N, R22W  
COR. DOC. #600-57553

RIGHT-OF-WAY  
MARKER (TYPICAL)

N12°14'38"E 3235.46'

RECORDERS MEMORANDUM-At the time of  
recording this instrument was found to be  
inadequate for the best photographic reproduction  
because of illegibility, carbon or photo copy,  
discolored paper, etc. All blockouts, additions and  
changes were present at the time the instrument  
was filed and recorded

LAND SURVEYING CORPORATION CERTIFICATE OF AUTHORITY: 2001011476



**GRE**  
GREAT RIVER  
ENGINEERING

TRACT 23  
EASEMENT EXHIBIT  
CITY OF BRANSON, MO



GRE NO. 4515