

TENTATIVE AGENDA

REGULAR CITY COUNCIL MEETING
CITY HALL VIA ZOOM VIDEO CONFERENCING
105 E. CENTER ST.

**Tuesday, May 26, 2020
5:00 P.M.**

“Meeting shall be convened with Council members participating via videoconference.
Public may view meeting via Facebook Live on the City’s Facebook page.”

I. CALL TO ORDER

II. RECORD OF ATTENDANCE

III. OPENING PRAYER

IV. PLEDGE OF ALLEGIANCE

V. ITEMS OF BUSINESS

- A. Resolution 20-05-01, CDBG Intent to Seek Funding
- B. Resolution 20-05-02, CDBG Residential Antidisplacement & Relocation
- C. Resolution 20-05-03, Excessive Force Resolution
- D. Approval of Access Easements for Bootheel Grain Facilities, LLC
- E. Other Items as May Be Determined During the Course of the Meeting

VI. ADJOURNMENT

Dated this 22nd day of May 2020

Rhonda Council

Rhonda Council, Deputy City Clerk

The City of Sikeston complies with ADA guidelines. Notify Rhonda Council at 471-2512 (TDD Available) to notify the City of any reasonable accommodation needed to participate in the City Council’s Meeting.

Council Letter

Date of Meeting: May 26, 2020

Originating Department: City Manager

To the Mayor and City Council:

Subject: Resolution Regarding Intent to Seek CDBG Funding

Attachment(s):

1. Resolution 20-05-01

Action Options:

1. Adopt Resolution 20-05-01
2. Other Action Council May Deem Necessary

Background:

The Sikeston Area Chamber of Commerce and Economic Development Corporation is applying for Community Development Block Grant (CDBG) funding for a Regional Workforce Development Approach project. The project would be a cooperative effort with the Sikeston R-6 School District and the New Madrid County R-1 School District for expansion or implementation of their industrial electric and industrial maintenance program. These programs will be designed to address the skills gap between high school students and the needs of area employers.

Resolution 20-05-01 declares the City's intent to seek CDBG funding for this program. The City will technically be the applicant (as the entity eligible to receive CDBG funding) with the Chamber/Economic Development Corporation as the sub-applicant. The City is not committing funds to this program but both school districts will be.

RESOLUTION 20-05-01

A RESOLUTION OF THE CITY OF SIKESTON, MISSOURI, STATING ITS INTENT TO SEEK FUNDING THROUGH THE "COMMUNITY DEVELOPMENT BLOCK GRANT" PROGRAM AND AUTHORIZING THE MAYOR TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE SAID FUNDING.

WHEREAS, Title I of the Housing and Community Development Act of 1974 does state as its primary objective "the Development of viable urban communities, by providing decent housing, suitable living environment and expanding economic opportunities principally for persons of low and moderate income"; and

WHEREAS, Title I does offer to communities the opportunity of monetary assistance in accomplishing its stated primary objectives; and

WHEREAS, The Missouri Department of Economic Development is designated to award Community Development Block Grant funding under Title I; and

WHEREAS, The City does have areas of need which, may be addressed through the Community Development Block Grant program, and in particular the Regional Workforce Development Approach Project.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Sikeston, Missouri, that it desires to participate with the Missouri Department of Economic Development in the improvement of our community under the activities authorized pursuant to the Housing and Community Development Act of 1974.

THEREFORE, BE IT FURTHER RESOLVED that the Mayor of the City of Sikeston, Missouri, is hereby authorized to prepare and submit documents which are necessary in applying for funding and establishing an administrative organization to implement activities pursuant to the aforementioned act.

THEREFORE, BE IT FURTHER RESOLVED, that the applicant will dedicate \$ - 0- of local cash funds and \$ -0- of in-kind materials or labor to be used in this project.

Read this 26th day of May, 2020, discussed and voted upon as follows:

Williams, _____, Evans, _____, Merideth, _____,

Sparks, _____, Self, _____, Settles, _____

And Burch, _____, thereby being _____ .

Steven Burch, Mayor

Approved as to form
Tabatha Thurman, City Counselor

Seal / Attest:

Carroll Couch, City Clerk

Council Letter

Date of Meeting: May 26, 2020

Originating Department: City Manager

To the Mayor and City Council:

Subject: Resolution Adopting Antidisplacement and Relocation Plan

Attachment(s):

1. Resolution 20-05-02

Action Options:

1. Adopt Resolution 20-05-02
2. Other Action Council May Deem Necessary

Background:

The Sikeston Area Chamber of Commerce and Economic Development Corporation is applying for Community Development Block Grant (CDBG) funding for a Regional Workforce Development Approach project. The project would be a cooperative effort with the Sikeston R-6 School District and the New Madrid County R-1 School District for expansion or implementation of their industrial electric and industrial maintenance program. These programs will be designed to address the skills gap between high school students and the needs of area employers.

Resolution 20-05-02 adopts a Residential Antidisplacement and Relocation plan that applies in very limited circumstances: when a CDBG or HUD funded program displaces low-income residents from their homes. The plan sets forth assistance that the City would offer displaced residents in those circumstances. Adoption of this resolution is a formality to meet CDBG eligibility requirements; the funding application prepared by the Chamber/Economic Development Corporation does NOT involve any activities that would displace any residents.

RESOLUTION 20-05-02

A RESOLUTION OF THE CITY OF SIKESTON, MISSOURI, ESTABLISHING A RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN COMPLIANT WITH THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.

WHEREAS, A residential antidisplacement and relocation assistance plan is required for applicants for funding under the Housing and Community Development Act of 1974.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Sikeston, Missouri, that the following plan is adopted:

Section 1. Applicability.

- A. This plan shall apply to projects seeking funding under the Housing and Community Development Act of 1974, including Housing and Urban Development (HUD) and Community Development Block Grant (CDBG) programs.

Section 2. Minimize Displacement. The City or development partner will minimize displacement of persons from their homes as a result of CDBG or HUD assisted activities by doing the following:

- A. Where feasible, giving priority to rehabilitation of housing, as opposed to demolition.
- B. Targeting only those properties deemed essential to the need or success of the project.

Section 3. Relocation Assistance to Displaced Person. The City or development partner will provide relocation assistance as follows for low-income persons (as defined by CDBG or HUD regulations) who, as a result of CDBG or HUD assisted programs, move permanently as a direct result of the demolition of any leased dwelling unit or the conversion of a leased low-income dwelling unit:

- A. Advisory services – A displaced person will be advised of his or her rights under the Fair Housing Act.
- B. Moving expenses – Payment for moving expenses at levels described in the Uniform Relocation Assistance and Real Property Acquisitions Act (URA).
- C. Security Deposits and Credit Checks – The reasonable and necessary cost of any security deposit required to rent the replacement dwelling unit, and for credit checks required to rent or purchase the replacement dwelling unit.
- D. Replacement Housing Assistance – Displaced persons are eligible to receive rental housing assistance equal to 60 times the amount necessary to reduce the monthly rental and estimated average monthly cost of utilities for a replacement dwelling (comparable replacement dwelling or decent, safe, and sanitary replacement dwelling to which the person relocates, whichever costs less) to the “Total Tenant Payment” as determined by 24 CFR 5.

Section 4. One-for-One Replacement of Lower-Income Dwelling Units. The City or development partner will replace all occupied and vacant occupiable lower-income dwelling units demolished or converted to a use other than lower-income housing in connection to CDBG or HUD assisted programs as follows:

- A. To the extent feasible, replacement units will be located within the same neighborhood as the units demolished or converted.
- B. Replacement units will be sufficient in number and size to house no fewer than the number of occupants who could have been housed in the units that are demolished or converted. The number of occupants who could have been housed in units shall be determined in accordance with applicable local housing occupancy codes.
- C. The replacement units must be provided in standard condition.
- D. Replacement lower-income dwelling units may include units that have been raised to standard from substandard condition if:
 - a. No person was displaced from the substandard unit; and
 - b. The substandard unit was vacant for at least 3 months before execution of the agreement between the City or development partner and the property owner.
- E. The replacement units will be required to be designed by the City or development partner to remain lower-income dwelling units for at least 10 years from the date of initial occupancy.

Section 5. Replacement not Required Based on Unit Availability. The project development partner may submit a request to the City Council for a determination that the one-for-one replacement requirement does not apply based on objective data that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within the area. The City, upon receipt of such submission, will promptly schedule a public hearing and publish notice on the City's website informing interested persons that they have 30 days from its posting to comment and provide additional information to the City Council.

Section 6. Public Notices. Before entering into a contract (Award Letter for CDBG and HOME Local Program Administrators, Funding Commitment Letter for HOME Capital Development) committing the City to provide funds for a CDBG and/or HOME project that will directly result in demolition or conversion of lower-income dwelling units, the City will make public its requirements on its website and through a public information session:

- A. A description of the proposed assisted project.
- B. The address, number of bedrooms, and location on a map of lower-income dwelling units that will be demolished or converted to a use other than as lower-income dwelling units as a result of an assisted project.
- C. A time schedule for the commencement and completion of the demolition or conversion.
- D. To the extent known, the address, number of lower-income dwelling units by size (number of bedrooms) and location on a map of the replacement lower-income housing that has been or will be provided.
- E. The source of funding and time schedule for the provision of the replacement dwelling units.
- F. The basis for concluding that each replacement dwelling unit is designated to remain a lower-income dwelling units for at least 10 years from the date of initial occupancy.

G. Information demonstrating that any proposed replacement of lower-income dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the HUD approved Consolidated Plan and 24 CFR 42.375(b).

Section 7. Appeals. Any displaced person who disagrees with a development partner's determination of eligibility for benefits or the amount of relocation assistance for which the person is eligible may file a written appeal to the City Council. Appeals may be directed to City Manager, 105 E Center St, Sikeston, MO 63801. Further appeal, in writing, may be submitted to the HUD field office.

Read this 26th day of May, 2020, discussed and voted upon as follows:

Williams, _____, Evans, _____, Merideth, _____,

Sparks, _____, Self, _____, Settles, _____

And Burch, _____, thereby being _____ .

Steven Burch, Mayor

Approved as to form
Tabatha Thurman, City Counselor

Seal / Attest:

Carroll Couch, City Clerk

Council Letter

Date of Meeting: May 26, 2020

Originating Department: City Manager

To the Mayor and City Council:

Subject: Resolution Regarding Use of Force

Attachment(s):

1. Resolution 20-05-03

Action Options:

1. Adopt Resolution 20-05-03
2. Other Action Council May Deem Necessary

Background:

The Sikeston Area Chamber of Commerce and Economic Development Corporation is applying for Community Development Block Grant (CDBG) funding for a Regional Workforce Development Approach project. The project would be a cooperative effort with the Sikeston R-6 School District and the New Madrid County R-1 School District for expansion or implementation of their industrial electric and industrial maintenance program. These programs will be designed to address the skills gap between high school students and the needs of area employers.

Resolution 20-05-03 adopts an excessive force policy regarding response to non-violent civil rights demonstrations. Adoption of this resolution is required to meet CDBG eligibility requirements. The Public Safety Department already has carefully crafted policies regarding the use of force.

RESOLUTION 20-05-03

A RESOLUTION OF THE CITY OF SIKESTON, MISSOURI, ESTABLISHING RULES AND REGULATIONS REGARDING THE USE OF EXCESSIVE FORCE DURING NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS, INCLUDING PHYSICALLY BARRING ACCESS TO A FACILITY OR LOCATION WHICH IS THE SUBJECT OF SUCH DEMONSTRATION.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Sikeston, Missouri, that the City hereby adopts and will enforce this policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations. The City also prohibits the physical barring of any entrance or exit to such a facility, or portion of a facility, which is normally open to unrestricted access by the public.

Read this 26th day of May, 2020, discussed and voted upon as follows:

Williams, _____, Evans, _____, Merideth, _____,

Sparks, _____, Self, _____, Settles, _____

And Burch, _____, thereby being _____ .

Steven Burch, Mayor

Approved as to form
Tabatha Thurman, City Counselor

Seal / Attest:

Carroll Couch, City Clerk

Council Letter

Date of Meeting: 20-05-26

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Approval of Access Easement

Attachments:

1. Easement and ROW Agreement

Action Options:

1. Approval of Access Easement
2. Other Action Council May Deem Necessary

Background:

Greg Copeland has approached the city through his attorney, David Crader, regarding the Cargill property that he recently purchased. He is desiring to construct driveways from Malone Avenue into the property across the Railroad Right of Way.

The attached easement has been reviewed by the City Attorney and is presented to Council for approval. This would grant two easements for driveways across the railroad right of way. The easement states the entrances must be concrete. The easement also reserves space for future development of the rail trail.

In addition to the easement, we anticipate a proposed lease to be presented at a later date for business use of the right of way in this same area.

EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS

This Easement and Right of Way made on this ____ day of _____, 2020, by and between the following parties:

1. The City of Sikeston, Missouri, a Missouri Municipal Corporation, herein referred to as "Grantor", and

2. Bootheel Grain Facilities, LLC, a Missouri Limited Liability Company, of Scott County, Missouri, herein referred to as "Grantee". The mailing address of Grantee is: 424 West North Street, Sikeston, MO 63801).

WITNESSETH

WHEREAS, the Grantor is the owner of that part of the real estate located in Scott County, Missouri that was conveyed along with other real estate to the Grantor, herein by a 2014 Donation Quit Claim Deed from Union Pacific Railroad Company, as Grantor to the City of Sikeston, as Grantee, dated November 24, 2014 and recorded December 3, 2014 in Book 2014, at Page 5231 in the land records of Scott County, Missouri, said part of same real estate conveyed in said Donation Quit Claim Deed to be conveyed by this "Easement For Ingress and Egress" and known as "Tract 2 – City Real Estate – Former Railroad Right of Way", and described as follows:

TRACT 2: (City-Former Railroad Right of Way)

A TRACT OF LAND BEING A PART OF THE NOW ABANDONED MISSOURI PACIFIC RAILROAD RIGHT-OF-WAY AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF OUTBLOCK 10 IN THE CITY OF SIKESTON, SCOTT COUNTY, MISSOURI;

THENCE S.69°12'33"W. ON AND ALONG THE SOUTH LINE OF SAID OUTBLOCK 10 AND THE NORTH R/W LINE OF THE NOW ABANDONED MISSOURI PACIFIC RAILROAD A DISTANCE OF 149.00 FEET TO THE POINT OF BEGINNING;

THENCE S.20°46'46"E. A DISTANCE OF 70.00 FEET TO THE SOUTH R/W LINE OF THE NOW ABANDONED MISSOURI PACIFIC RAILROAD AND THE NORTH R/W LINE OF U.S. HIGHWAY 60-62 (WEST MALONE AVENUE);

THENCE S.69°12'33"W. ON AND ALONG THE SOUTH R/W LINE OF THE NOW ABANDONED MISSOURI PACIFIC RAILROAD AND THE NORTH R/W LINE OF U.S. HIGHWAY 60-62 (WEST MALONE AVENUE) A DISTANCE OF 807.89 FEET;

THENCE N.20°46'46"W. A DISTANCE OF 70.00 FEET TO THE NORTH R/W LINE OF THE NOW ABANDONED MISSOURI PACIFIC RAILROAD;

THENCE N.69°12'33"E. ON AND ALONG THE NORTH R/W LINE OF THE NOW ABANDONED MISSOURI PACIFIC RAILROAD AND THE SOUTH LINE OF OUTBLOCKS 33 & 10 IN THE CITY OF SIKESTON, SCOTT COUNTY, MISSOURI A DISTANCE OF 807.89 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 1.29 ACRES, MORE OR LESS.

SUBJECT TO ALL EASEMENTS, IF ANY, AFFECTING THE SAME.

WHEREAS, the Grantee is the owner of real estate located in Scott County Missouri, known as "Tract 1 – Bootheel Grain Facilities, LLC Real Estate" and described as follows:

TRACT 1: (Bootheel Grain Facilities, LLC Real Estate)

ALL OF OUTBLOCK 33 AND A PART OF OUTBLOCK 10 IN THE CITY OF SIKESTON, SCOTT COUNTY, MISSOURI AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF OUTBLOCK 10 IN THE CITY OF SIKESTON, SCOTT COUNTY MISSOURI:

THENCE S.69°12'33"W. ON AND ALONG THE SOUTH LINE OF SAID OUTBLOCK 10 AND THE NORTH R/W LINE OF THE MISSOURI

PACIFIC RAILROAD A DISTANCE OF 149.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING S.69°12'33"W. ON AND ALONG THE SOUTH LINE OF SAID OUTBLOCK 10 AND THE NORTH R/W LINE OF THE MISSOURI PACIFIC RAILROAD A DISTANCE OF 807.89 FEET TO THE EAST R/W LINE OF THE BURLINGTON NORTHERN RAILROAD;

THENCE N.06°18'26"W. ON AND ALONG THE EAST R/W LINE OF THE BURLINGTON NORTHERN RAILROAD A DISTANCE OF 776.20 FEET TO THE SOUTH R/W LINE OF NORTH STREET;

THENCE N.69°25'55"E. ON AND ALONG THE SOUTH R/W LINE OF NORTH STREET A DISTANCE OF 545.12 FEET TO THE WEST LINE OF LOT 5 OF OUTBLOCK 9 IN THE CITY OF SIKESTON, SCOTT COUNTY, MISSOURI;

THENCE S.20°46'46"E. ON AND ALONG THE WEST LINE OF SAID LOT 5 A DISTANCE OF 465.91 FEET TO THE SOUTH R/W LINE OF SHORT STREET;

THENCE N.69°12'33"E. ON AND ALONG THE SOUTH R/W LINE OF SHORT STREET A DISTANCE OF 55.70 FEET;

THENCE S.20°46'46"E. A DISTANCE OF 280.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO RIGHT-OF-WAYS OF MILL ROW AND SHORT STREET AND ANY OTHER EASEMENTS AFFECTING THE SAME.

WHEREAS, the City of Sikeston as Grantor and Bootheel Grain Facilities, LLC as Grantee have agreed to grant, convey and establish a limited, affirmative and exclusive easement and right of way to the Grantee for ingress and egress, connecting certain portions of their respective real estate to provide access by Grantee to its real estate and to public and State of Missouri roadway known as State Highway 60-62 (Malone Avenue), adjacent to the Grantor's real estate known as "Bootheel Grain Facilities, LLC – Easement and Right of Way For Ingress and Egress", and described as follows:

**Tract 3 (Bootheel Grain Facilities, LLC – Easement and Right of Way For
Ingress and Egress)**

A. EAST DRIVEWAY ENTRANCE - INGRESS/EGRESS EASEMENT

A 40 FEET WIDE INGRESS AND EGRESS ROAD ACCESS EASEMENT
ACROSS THE NOW ABANDONED MISSOURI PACIFIC RAILROAD RIGHT-
OF-WAY WITH THE CENTERLINE OF SAID EASEMENT BEING MORE
FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF OUTBLOCK 10 IN
THE CITY OF SIKESTON, SCOTT COUNTY, MISSOURI;

THENCE S.69°12'33"W. ON AND ALONG THE SOUTH LINE OF SAID
OUTBLOCK 10 AND THE NORTH R/W LINE OF THE NOW ABANDONED
MISSOURI PACIFIC RAILROAD A DISTANCE OF 398.25 FEET TO THE
POINT OF BEGINNING OF THIS EASEMENT;

THENCE S.20°47'27"E. A DISTANCE OF 70.00 FEET TO THE POINT
OF TERMINATION OF THIS EASEMENT.

AND

B. WEST DRIVEWAY ENTRANCE - INGRESS/EGRESS EASEMENT

A 40 FEET WIDE INGRESS AND EGRESS ROAD ACCESS EASEMENT
ACROSS THE NOW ABANDONED MISSOURI PACIFIC RAILROAD RIGHT-
OF-WAY WITH THE CENTERLINE OF SAID EASEMENT BEING MORE
FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF OUTBLOCK 10 IN
THE CITY OF SIKESTON, SCOTT COUNTY, MISSOURI;

THENCE S.69°12'33"W. ON AND ALONG THE SOUTH LINE OF SAID
OUTBLOCK 10 AND THE NORTH R/W LINE OF THE NOW ABANDONED
MISSOURI PACIFIC RAILROAD A DISTANCE OF 625.60 FEET TO THE
POINT OF BEGINNING OF THIS EASEMENT;

THENCE S.20°47'27"E. A DISTANCE OF 70.00 FEET TO THE POINT
OF TERMINATION OF THIS EASEMENT.

NOW THEREFORE, for Ten Dollars and other valuable consideration, the
receipt of which is hereby acknowledged, the Grantor and Grantee herein agree as
follows:

1. The Grantor does hereby grant, bargain, sell and convey to the Grantee, two (2) easements and rights of way, both for limited, affirmative and exclusive rights of ingress and egress on the following real estate located in Scott County, Missouri:

Tract 3 (Bootheel Grain Facilities, LLC – Easement and Right of Way For Ingress and Egress)

A. EAST DRIVEWAY ENTRANCE - INGRESS/EGRESS EASEMENT

A 40 FEET WIDE INGRESS AND EGRESS ROAD ACCESS EASEMENT ACROSS THE NOW ABANDONED MISSOURI PACIFIC RAILROAD RIGHT-OF-WAY WITH THE CENTERLINE OF SAID EASEMENT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF OUTBLOCK 10 IN THE CITY OF SIKESTON, SCOTT COUNTY, MISSOURI;

THENCE S.69°12'33"W. ON AND ALONG THE SOUTH LINE OF SAID OUTBLOCK 10 AND THE NORTH R/W LINE OF THE NOW ABANDONED MISSOURI PACIFIC RAILROAD A DISTANCE OF 398.25 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT;

THENCE S.20°47'27"E. A DISTANCE OF 70.00 FEET TO THE POINT OF TERMINATION OF THIS EASEMENT.

AND

B. WEST DRIVEWAY ENTRANCE - INGRESS/EGRESS EASEMENT

A 40 FEET WIDE INGRESS AND EGRESS ROAD ACCESS EASEMENT ACROSS THE NOW ABANDONED MISSOURI PACIFIC RAILROAD RIGHT-OF-WAY WITH THE CENTERLINE OF SAID EASEMENT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF OUTBLOCK 10 IN THE CITY OF SIKESTON, SCOTT COUNTY, MISSOURI;

THENCE S.69°12'33"W. ON AND ALONG THE SOUTH LINE OF SAID OUTBLOCK 10 AND THE NORTH R/W LINE OF THE NOW ABANDONED MISSOURI PACIFIC RAILROAD A DISTANCE OF 625.60 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT;

THENCE S.20°47'27"E. A DISTANCE OF 70.00 FEET TO THE POINT OF TERMINATION OF THIS EASEMENT.

2. The Grantee shall construct and maintain at no costs or liability to the Grantor the two (2) easements and rights of way, and Grantee shall construct and maintain at no costs or liability to the Grantor one (1) driveway within each of the two (2) easements and right of ways by using nine inch (9") concrete on a six inch (6") limestone base.

3. The two (2) easements and rights of way and two (2) driveways to be constructed and maintained by Grantee shall be subject to the Grantor's exclusive reservation and right to use and obligation to construct, landscape and maintain a walking trail within the south twenty-eight feet (S-28') of the conveyed easement and right of way to Grantee, together with the Grantor's exclusive reservation and right to use and obligation to construct a ten foot (10') wide paved walkway within the south twenty-eight feet (S-28') of the conveyed easement and right of way to Grantee as herein described.

4. The Parties shall indemnify and hold harmless the other from all claims and actions at law and in equity which may arise out of, or as a consequence of negligence of any other Party or its authorized agents, servants, employees or assigns, in utilizing, maintaining, or repairing the two (2) easements and rights of way granted hereunder and/or any rights or obligations reserved by either party.

5. The Parties each warrant that they are the owners of the real estate described herein (Grantor-Exhibit A and Grantee-Exhibit B); and that Grantor has authority to execute this Easement For Ingress and Egress (Exhibit C); together with

covenants, duties and obligations herein agreed to be performed.

6. The Parties each agree that in the event either party fails to perform the duties and obligations under this easement and right of way agreement, the non-defaulting party shall have the right to seek enforcement of such duty or obligation in an appropriate court of law in Scott County, Missouri, together with any claims for damages, including but not limited to any expenses incurred, and/or court costs and reasonable attorney fees as set by and approved by the Court.

7. This agreement for two (2) easements and rights of way shall be deemed a covenant running with the title and real estate and binding upon all real estate herein described; and shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns and all parties claiming by, through or under the parties hereto, or either of them.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands on the day and year first above written.

GRANTOR:

The City of Sikeston, Missouri
Steven Burch, Mayor

Attest
Jonathan Douglas
City of Sikeston, City Manager

STATE OF MISSOURI
COUNTY OF SCOTT

On this ____ day of _____, 2020, before me personally appeared **Steven Burch, Mayor of the City of Sikeston, Missouri**, to me known to be the persons described in and who executed the foregoing instrument within his authority as the **Mayor of the City of Sikeston, Missouri**, and acknowledged that he executed the same as his free act and deed.

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

My Commission Expires: _____

Notary Public
Commissioned in _____ County
State of Missouri.

GRANTEE:

**Bootheel Grain Facilities, LLC
A Missouri Limited Liability Company**

By: _____
Gregory Copeland

**STATE OF MISSOURI
COUNTY OF SCOTT**

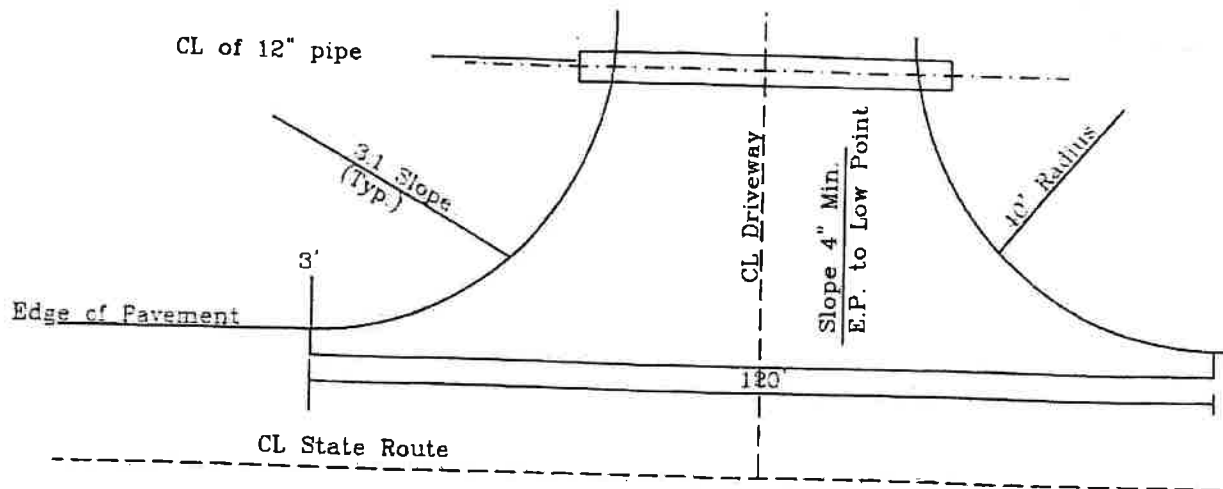
On this ____ day of _____, 2020, before me personally appeared Gregory Copeland, the Member and Manager of Bootheel Grain Facilities, LLC, to me known to be the persons described in and who executed the foregoing instrument within his authority as the Member and Manager of Bootheel Grain Facilities, LLC, and acknowledged that he executed the same as his free act and deed.

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

My Commission Expires: _____

Notary Public
Commissioned in _____ County
State of Missouri.

Tract 3 (Bootheel Grain Facilities, LLC – Easement and Right of Way For Ingress and Egress)

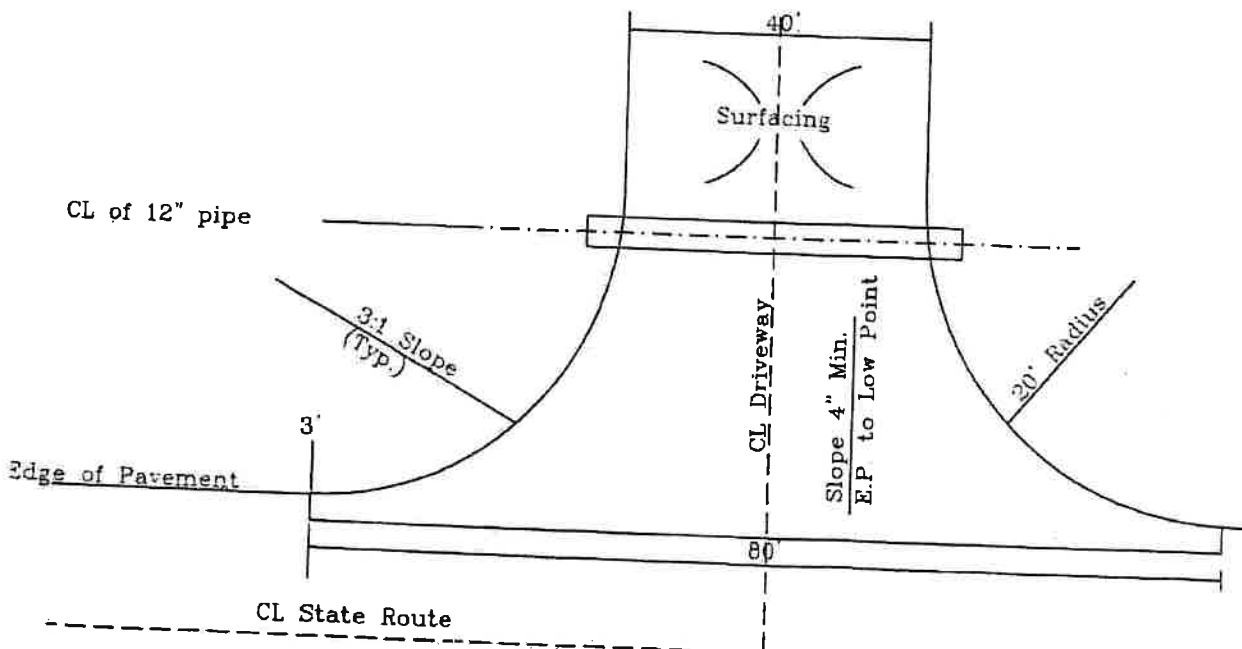


A. - EAST DRIVEWAY ENTRANCE

(HIGHWAY ENTRANCE - TYPE III - PLAN VIEW)

(NOTE: 9" CONCRETE ON 6" LIMESTONE BASE)

(NOTE: MISSOURI STATE PLANE COORDINATES FOR DRIVEWAY CENTERLINE AT THE NORTH EDGE OF WEST MALONE AVENUE ARE AS FOLLOWS: 380,366.037 NORTH; 1,082,938.839 EAST)



B. - WEST DRIVEWAY ENTRANCE

(HIGHWAY ENTRANCE - TYPE III - PLAN VIEW)

(NOTE: 9" CONCRETE ON 6" LIMESTONE BASE)

(NOTE: MISSOURI STATE PLANE COORDINATES FOR DRIVEWAY CENTERLINE AT THE NORTH EDGE OF WEST MALONE AVENUE ARE AS FOLLOWS: 380,293.212 NORTH; 1,082,722.741 EAST)