

RESOLUTION NO. R-18-04

A RESOLUTION ACCEPTING EASEMENTS FROM CERTAIN PROPERTY OWNERS IN CONJUNCTION WITH THE OLD PIKE ROAD IMPROVEMENTS PROJECT FROM VIVION ROAD TO NORTHWEST ENGLEWOOD ROAD, PROJECT TP1712.

WHEREAS, easements from certain property owners are necessary for the City to construct public improvements in conjunction with the Old Pike Road Improvements Project from Vivion Road to Northwest Englewood Road (TP1712).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI AS FOLLOWS:

THAT, the easements from the property owners attached hereto as Exhibits “J” through “W” are hereby accepted. Easement labeling is a continuation of the easements submitted and accepted under resolutions R-17-54 and R-17-56.

Temporary Construction Easements

“J” – Jimmy R. & Arlynda G. Snowden	5402 N. Broadway Avenue
“K” – Virginia Mae Henley	5310 NW Old Pike Road
“L” – Dustin Lee Kunze	5404 NW Old Pike Road
“M” – Kren R. Burton	5217 NW Old Pike Road
“N” – Christopher A. Purzer	5229 Old Pike Road
“O” – Tiffany Sheets	5225 Old Pike Road
“P” – Justin Allan & Angelica Kindt	5206 NW Old Pike Road
“Q” – Builders and Fixers, LLC	5201 NW 53 rd Street

Permanent Easements

“R” - Justin Allan & Angelica Kindt	5206 NW Old Pike Road
“S” - Builders and Fixers, LLC	215 NW 53 rd Street
“T” - Builders and Fixers, LLC	215 NW 53 rd Street
“U” - Builders and Fixers, LLC	215 NW 53 rd Street


Quit-Claim Deed

“V” – Virginia Mae Henley	5310 NW Old Pike Road
“W” - Justin Allan & Angelica Kindt	5206 NW Old Pike Road


FURTHER, THAT, the City Manager of the City of Gladstone is hereby authorized to execute and undertake and perform on behalf of the City of Gladstone, Missouri, the obligations and undertakings set forth in said conveyances; and

FURTHER, THAT, the City Clerk is hereby directed to record said documents in the Office of the Recorder of Deeds, Clay County, Missouri.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY
OF GLADSTONE, MISSOURI THIS 8TH DAY OF JANUARY, 2018.


R.D. Mallams, Mayor

ATTEST:


Ruth E. Bocchino, City Clerk



Department of Public Works
Memorandum

DATE: January 3, 2018
TO: Scott Wingerson, City Manager
FROM: Timothy A. Nebergall, Director of Public Works *TAN*
RE: Old Pike Road Improvements – Vivion Road to NW Englewood Rd.
Project #TP1712

We request that the following easements and Quit-Claim Deeds for new right-of-way be submitted to the City Council for acceptance. Easement labeling is a continuation of the easements submitted and accepted under resolutions R-17-54 and R-17-56.

Temporary Construction Easements

“J” – Jimmy R. & Arlynda G. Snowden	5402 N. Broadway Avenue
“K” – Virginia Mae Henley	5310 NW Old Pike Road
“L” – Dustin Lee Kunze	5404 NW Old Pike Road
“M” – Kren R. Burton	5217 NW Old Pike Road
“N” – Christopher A. Purzer	5229 Old Pike Road
“O” – Tiffany Sheets	5225 Old Pike Road
“P” – Justin Allan & Angelica Kindt	5206 NW Old Pike Road
“Q” – Builders and Fixers, LLC	5201 NW 53 rd Street

Permanent Easements

“R” - Justin Allan & Angelica Kindt	5206 NW Old Pike Road
“S” - Builders and Fixers, LLC	215 NW 53 rd Street
“T” - Builders and Fixers, LLC	215 NW 53 rd Street
“U” - Builders and Fixers, LLC	215 NW 53 rd Street

Quit-Claim Deed

“V” – Virginia Mae Henley	5310 NW Old Pike Road
“W” - Justin Allan & Angelica Kindt	5206 NW Old Pike Road

Easements and/or Right-of-way are needed from twenty-nine (29) properties to complete this project.



Recording Date/Time: 01/19/2018 at 03:47:03 PM

Instr #: 2018001986

Book: 8128 Page: 56

Type: EASE

Pages: 3

Fee: \$30.00 \$ 20180001733



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Temporary Construction Easement

2. **Date:** 1/8/18

3. **Grantor (s):** Jimmy R. & Arlynda G. Snowden, husband and wife

4. **Grantee (s):** City of Gladstone, Missouri

5. **Mailing Address:** 7010 N. Holmes, Gladstone, MO 64118

6. **Legal Description:**

All of the Easterly 30.00 feet of the South 76 feet of the North 151 feet of the East 140 feet of Lot 6, FILGER ACRES, a subdivision in Gladstone, Clay County, Missouri, containing 2,280.00 square feet or 0.0523 acres, more or less.

7. **Reference Book & Page:** N/A

RL- City of Gladstone
7010 N. Holmes
Gladstone mo 64118
R-18-04

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Jimmy R. & Arlynda G. Snowden
(Names)

5402 North Broadway Avenue, Gladstone, MO
(Address)

of Clay County, Missouri, hereinafter called the **GRANTORS**, for and in consideration of One Dollar (\$1.00) and the advantages to be gained from the construction on and adjacent to the lands hereafter described, the receipt of which is hereby acknowledge, do hereby grant, sell, convey and confirm unto the CITY OF GLADSTONE, a municipal corporation of the State of Missouri, hereafter called **GRANTEE**, as temporary easement to construct, grade, regrade, or perform any and all other related necessary work on or across the following described land:

All of the Easterly 30.00 feet of the South 76 feet of the North 151 feet of the East 140 feet of Lot 6, FILGER ACRES, a subdivision in Gladstone, Clay County, Missouri, containing 2,280.00 square feet or 0.0523 acres, more or less.

GRANTEE will repair or replace any fences, pavement, and/or other appurtenances damaged or removed during construction. Upon completion of said construction and improvement, **GRANTORS** shall have full free and uninterrupted use and possession of said temporary construction easement and the easement rights therein shall cease and no longer be in effect.

GRANTORS make no warranties, expressed or implied to **GRANTEE**.

IN WITNESS WHEREOF the parties have hereunto set their names to the foregoing, this 11 day of January, 2018

CITY OF GLADSTONE

By Scott Wingerson
Scott Wingerson, City Manager

Attest: Ruth E Bocchino
Ruth Bocchino, City Clerk

GRANTORS:

Jimmy R. Snowden
Jimmy R. Snowden

Arlynda G. Snowden
Arlynda G. Snowden

GRANTORS' ACKNOWLEDGMENT

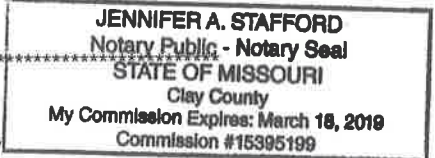
STATE OF MISSOURI
COUNTY OF Clay ss.

On this 21st day of December, 2017, before me, the undersigned Notary Public, personally appeared Jimmy R. & Arlynda G. Snowden 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. And the said Jimmy R. & Arlynda G. Snowden further declared themselves to be married.

Clay IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Notarial Seal at my office in _____ County, Missouri, the day and year last above written.

Jennifer A. Stafford
Notary Public Within Said County and State

My commission expires March 18, 2019.



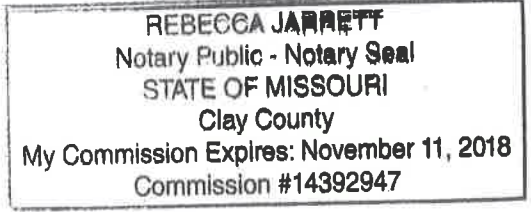
GRANTEE'S ACKNOWLEDGMENT

On this 11 day of January, 2018, before me, this undersigned Notary Public, personally appeared Scott Wingerson, to me personally known, who being by me duly sworn, did say that he is the City Manager of the City of Gladstone, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its City Council, and said City Manager acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Clay County, Missouri, the day and year last above written.

Rebecca Jarrett
Notary Public Within Said County and State

My Commission expires NOV 11, 2018.



Recorded In Clay County, Missouri



Recording Date/Time: 01/19/2018 at 03:47:03 PM

Instr #: 2018001987

Book: 8128 Page: 57

Type: EASE

Pages: 3

Fee: \$30.00 S 20180001733



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Temporary Construction Easement

2. **Date:**

1/8/18

3. **Grantor (s):** Virginia Mae Henley

4. **Grantee (s):** City of Gladstone, Missouri

5. **Mailing Address:** 7010 N. Holmes, Gladstone, MO 64118

6. **Legal Description:**

All of the Easterly 40.00 feet of Lot 1, ELM WOODS, a subdivision in Gladstone, Clay County, Missouri; containing 6,297.94 square feet or 0.1446 acres, more or less.

7. **Reference Book & Page:** N/A

RL - GE

R-18-04

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Virginia Mae Henley
(Names)

5310 Northwest Old Pike Road, Gladstone, MO
(Address)

of Clay County, Missouri, hereinafter called the **GRANTORS**, for and in consideration of One Dollar (\$1.00) and the advantages to be gained from the construction on and adjacent to the lands hereafter described, the receipt of which is hereby acknowledge, do hereby grant, sell, convey and confirm unto the CITY OF GLADSTONE, a municipal corporation of the State of Missouri, hereafter called **GRANTEE**, as temporary easement to construct, grade, regrade, or perform any and all other related necessary work on or across the following described land:

All of the Easterly 40.00 feet of Lot 1, ELM WOODS, a subdivision in Gladstone, Clay County, Missouri; containing 6,297.94 square feet or 0.1446 acres, more or less.

GRANTEE will repair or replace any fences, pavement, and/or other appurtenances damaged or removed during construction. Upon completion of said construction and improvement, **GRANTORS** shall have full free and uninterrupted use and possession of said temporary construction easement and the easement rights therein shall cease and no longer be in effect.

GRANTORS make no warranties, expressed or implied to **GRANTEE**.

IN WITNESS WHEREOF the parties have hereunto set their names to the foregoing, this 11 day of January, 2018.

CITY OF GLADSTONE
By Scott Wingerson
Scott Wingerson, City Manager

GRANTOR:
Virginia Mae Henley
Virginia Mae Henley

Attest: Ruth E Bocchino
Ruth Bocchino, City Clerk

GRANTORS' ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF Clay ss.

On this 21st day of December, 2017, before me, the undersigned Notary Public, personally appeared Virginia Mae Henley to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed. And the said Virginia Mae Henley further declared herself to be unmarried.

Clay IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Notarial Seal at my office in _____ County, Missouri, the day and year last above written.

Jennifer A. Stafford
Notary Public Within Said County and State

My commission expires March 18, 2019.



GRANTEE'S ACKNOWLEDGMENT

On this 11 day of January, 2018, before me, this undersigned Notary Public, personally appeared Scott Wingerson, to me personally known, who being by me duly sworn, did say that he is the City Manager of the City of Gladstone, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its City Council, and said City Manager acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Clay County, Missouri, the day and year last above written.

Rebecca Jarrett
Notary Public Within Said County and State

My Commission expires Nov 11, 2018.



Recorded in Clay County, Missouri



Recording Date/Time: 01/19/2018 at 03:47:03 PM

Instr #: 2018001988

Book: 8128 Page: 58

Type: EASE

Pages: 3

Fee: \$30.00 S 20180001793



Kelce Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Temporary Construction Easement

2. **Date:** 12/20/2017

3. **Grantor (s):** Dustin Lee Kunze

4. **Grantee (s):** City of Gladstone, Missouri

5. **Mailing Address:** 7010 N. Holmes, Gladstone, MO 64118

6. **Legal Description:**

All of the Easterly 30.00 feet of the North 75 feet of the East 140 feet of Lot 6, FILGER ACRES, a subdivision in Gladstone, Clay County, Missouri, according to the recorded plat thereof, containing 2,250.00 square feet or 0.0517 acres, more or less.

7. **Reference Book & Page:** N/A

RE-GE

R-18-04

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Dustin Lee Kunze
(Names)

5404 Northwest Old Pike Road, Gladstone, MO
(Address)

of Clay County, Missouri, hereinafter called the **GRANTORS**, for and in consideration of One Dollar (\$1.00) and the advantages to be gained from the construction on and adjacent to the lands hereafter described, the receipt of which is hereby acknowledge, do hereby grant, sell, convey and confirm unto the CITY OF GLADSTONE, a municipal corporation of the State of Missouri, hereafter called **GRANTEE**, as temporary easement to construct, grade, regrade, or perform any and all other related necessary work on or across the following described land:

All of the Easterly 30.00 feet of the North 75 feet of the East 140 feet of Lot 6, FILGER ACRES, a subdivision in Gladstone, Clay County, Missouri, according to the recorded plat thereof, containing 2,250.00 square feet or 0.0517 acres, more or less.

GRANTEE will repair or replace any fences, pavement, and/or other appurtenances damaged or removed during construction. Upon completion of said construction and improvement, **GRANTORS** shall have full free and uninterrupted use and possession of said temporary construction easement and the easement rights therein shall cease and no longer be in effect.

GRANTORS make no warranties, expressed or implied to **GRANTEE**.

IN WITNESS WHEREOF the parties have hereunto set their names to the foregoing, this 20 day of DECEMBER, 2017.

CITY OF GLADSTONE
By Scott Wargerson
Scott Wargerson, City Manager

GRANTOR Dustin Lee Kunze
Dustin Lee Kunze

Attest: Ruth E Bocchino
Ruth Bocchino, City Clerk

GRANTORS' ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF Jackson ss.

ROBIN R. FATINO
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires April 17, 2019
Commission # 15399425

On this 20th day of December, 2017, before me, the undersigned Notary Public, personally appeared Dustin Lee Kunze to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed. And the said Dustin Lee Kunze further declared himself to be unmarried.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Notarial Seal at my office in Jackson County, Missouri, the day and year last above written.

Robin R. Fatino
Notary Public Within Said County and State

My commission expires April 17, 2019.

GRANTEE'S ACKNOWLEDGMENT

On this 11 day of January, 2018, before me, this undersigned Notary Public, personally appeared Scott Wingerson, to me personally known, who being by me duly sworn, did say that he is the City Manager of the City of Gladstone, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its City Council, and said City Manager acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Clay County, Missouri, the day and year last above written.

Rebecca Jarrett
Notary Public Within Said County and State

My Commission expires Nov 11, 2018.

REBECCA JARRETT
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: November 11, 2018
Commission #14392947



Recording Date/Time: 01/19/2018 at 03:47:03 PM

Instr #: 2018001989

Book: 8128 Page: 59

Type: EASE

Pages: 3

Fee: \$30.00 S 20180001793



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Temporary Construction Easement

2. **Date:**

1/8/18

3. **Grantor (s):** Kren R. Burton, a single person

4. **Grantee (s):** City of Gladstone, Missouri

5. **Mailing Address:** 7010 N. Holmes, Gladstone, MO 64118

6. **Legal Description:**

All of the Westerly 40.00 feet of Lot 37 WILLIAMSBURG SECOND PLAT, a subdivision in Gladstone, Clay County, Missouri; containing 3,000.00 square feet or 0.0689 acres, more or less.

7. **Reference Book & Page:** N/A

RL - GE

R-18-04

3

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Kren R. Burton
(Names)

5217 Northwest Old Pike Road, Gladstone, MO
(Address)

of Clay County, Missouri, hereinafter called the **GRANTORS**, for and in consideration of One Dollar (\$1.00) and the advantages to be gained from the construction on and adjacent to the lands hereafter described, the receipt of which is hereby acknowledge, do hereby grant, sell, convey and confirm unto the CITY OF GLADSTONE, a municipal corporation of the State of Missouri, hereafter called **GRANTEE**, as temporary easement to construct, grade, regrade, or perform any and all other related necessary work on or across the following described land:

All of the Westerly 40.00 feet of Lot 37 WILLIAMSBURG SECOND PLAT, a subdivision in Gladstone, Clay County, Missouri; containing 3,000.00 square feet or 0.0689 acres, more or less.

GRANTEE will repair or replace any fences, pavement, and/or other appurtenances damaged or removed during construction. Upon completion of said construction and improvement, **GRANTORS** shall have full free and uninterrupted use and possession of said temporary construction easement and the easement rights therein shall cease and no longer be in effect.

GRANTORS make no warranties, expressed or implied to **GRANTEE**.

IN WITNESS WHEREOF the parties have hereunto set their names to the foregoing, this 11 day of January, 2018.

CITY OF GLADSTONE

By Scott Wingerson
Scott Wingerson, City Manager

GRANTOR:

Kren Burton
Kren R. Burton

Attest: Ruth E Bocchino
Ruth Bocchino, City Clerk

GRANTORS' ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF Clay ss.

On this 2nd day of January, 2018, before me, the undersigned Notary Public, personally appeared Kren R. Burton, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed. And the said Kren R. Burton further declared herself to be unmarried.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Notarial Seal at my office in Clay County, Missouri, the day and year last above written.

Jennifer A Stafford
Notary Public Within Said County and State

My commission expires March 18, 2019.



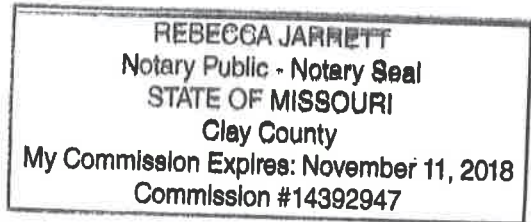
GRANTEE'S ACKNOWLEDGMENT

On this 11 day of January, 2018, before me, this undersigned Notary Public, personally appeared Scott Wingerson, to me personally known, who being by me duly sworn, did say that he is the City Manager of the City of Gladstone, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its City Council, and said City Manager acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Clay County, Missouri, the day and year last above written.

Rebecca Jarrett
Notary Public Within Said County and State

My Commission expires Nov 11, 2018.





Recording Date/Time: 01/19/2018 at 03:47:03 PM

Instr #: 2018001990

Book: 8128 Page: 60

Type: EASE

Pages: 3

Fee: \$30.00 S 20180001733



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Temporary Construction Easement

2. **Date:** 1/8/18

3. **Grantor (s):** Christopher A. Purzer

4. **Grantee (s):** City of Gladstone, Missouri

5. **Mailing Address:** 7010 North Holmes, Gladstone, MO 64118

6. **Legal Description:**

All of the Westerly 40.00 feet of Lot 34 WILLIAMSBURG SECOND PLAT, an addition in and to the City of Gladstone, Clay County, Missouri; containing 2,890.79 square feet or 0.0664 acres, more or less.

7. **Reference Book & Page:** N/A

RL - GE

R-18-04

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Christopher A. Purzer
(Name)

5229 Old Pike Road, Gladstone, MO
(Address)

of Clay County, Missouri, hereinafter called the **GRANTOR**, for and in consideration of One Dollar (\$1.00) and the advantages to be gained from the construction on and adjacent to the lands hereafter described, the receipt of which is hereby acknowledge, does hereby grant, sell, convey and confirm unto the CITY OF GLADSTONE, a municipal corporation of the State of Missouri, hereafter called **GRANTEE**, as temporary easement to construct, grade, regrade, or perform any and all other related necessary work on or across the following described land:

All of the Westerly 40.00 feet of Lot 34 WILLIAMSBURG SECOND PLAT, an addition in and to the City of Gladstone, Clay County, Missouri; containing 2,890.79 square feet or 0.0664 acres, more or less.

GRANTEE will repair or replace any fences, pavement, and/or other appurtenances damaged or removed during construction. Upon completion of said construction and improvement, **GRANTOR** shall have full free and uninterrupted use and possession of said temporary construction easement and the easement rights therein shall cease and no longer be in effect.

GRANTOR makes no warranties, expressed or implied to **GRANTEE**.

IN WITNESS WHEREOF the parties have hereunto set their names to the foregoing, this 11 day of January, 2018

CITY OF GLADSTONE
By Scott Wingerson
Scott Wingerson, City Manager

Attest: Ruth E Bocchino
Ruth Bocchino, City Clerk

GRANTOR: Christopher A. Purzer

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF Clay ss.

On this 14th day of DECEMBER 2017, before me, the undersigned Notary Public, personally appeared Christopher A. Purzer to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed. And the said Christopher A. Purzer further declared himself to be unmarried.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Notarial Seal at my office in Clay County, Missouri, the day and year last above written.

Madelaine Cockrum
Notary Public Within Said County and State

My commission expires June 9, 2018

MADELAINE COCKRUM
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: June 09, 2018
Commission #14893651

GRANTEE'S ACKNOWLEDGMENT

On this 11 day of January, 2018, before me, this undersigned Notary Public, personally appeared Scott Wingerson, to me personally known, who being by me duly sworn, did say that he is the City Manager of the City of Gladstone, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its City Council, and said City Manager acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Clay County, Missouri, the day and year last above written.

Rebecca Jarrett
Notary Public Within Said County and State

My Commission expires NOV 11, 2018

REBECCA JARRETT
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: November 11, 2018
Commission #14392947



Recording Date/Time: 01/19/2018 at 03:47:03 PM

Instr #: 2018001991

Book: 8128 Page: 61

Type: EASE

Pages: 3

Fee: \$30.00 S 20180001733



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Temporary Construction Easement

2. **Date:**

1/8/18

3. **Grantor (s):** Tiffany Sheets

4. **Grantee (s):** City of Gladstone, Missouri

5. **Mailing Address:** 7010 North Holmes, Gladstone, MO 64118

6. **Legal Description:**

All of the Westerly 30.00 feet of said Lot 35 WILLIAMSBURG SECOND PLAT, a subdivision in Gladstone, Clay County, Missouri; containing 2,250.00 square feet or 0.0517 acres, more or less.

7. **Reference Book & Page:** N/A

R-18-04
RL-GE

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Tiffany Sheets
(Name)

5225 Old Pike Road, Gladstone, MO
(Address)

of Clay County, Missouri, hereinafter called the **GRANTOR**, for and in consideration of One Dollar (\$1.00) and the advantages to be gained from the construction on and adjacent to the lands hereafter described, the receipt of which is hereby acknowledge, does hereby grant, sell, convey and confirm unto the CITY OF GLADSTONE, a municipal corporation of the State of Missouri, hereafter called **GRANTEE**, as temporary easement to construct, grade, regrade, or perform any and all other related necessary work on or across the following described land:

All of the Westerly 30.00 feet of said Lot 35 WILLIAMSBURG SECOND PLAT, a subdivision in Gladstone, Clay County, Missouri; containing 2,250.00 square feet or 0.0517 acres, more or less.

GRANTEE will repair or replace any fences, pavement, and/or other appurtenances damaged or removed during construction. Upon completion of said construction and improvement, **GRANTOR** shall have full free and uninterrupted use and possession of said temporary construction easement and the easement rights therein shall cease and no longer be in effect.

GRANTOR makes no warranties, expressed or implied to **GRANTEE**.

IN WITNESS WHEREOF the parties have hereunto set their names to the foregoing, this 11 day of January, 2018

CITY OF GLADSTONE
By Scott Wingerson
Scott Wingerson, City Manager

GRANTOR:
Tiffany Sheets
Tiffany Sheets

Attest: Ruth E Bocchino
Ruth Bocchino, City Clerk

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF Clay ss.

On this 13th day of December, 2017, before me, the undersigned Notary Public, personally appeared Tiffany Sheets to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed. And the said Tiffany Sheets further declared herself to be unmarried.

Clay IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Notarial Seal at my office in Clay County, Missouri, the day and year last above written.

Jennifer A. Stafford
Notary Public Within Said County and State

My commission expires March 18, 2019.

JENNIFER A. STAFFORD
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: March 18, 2019
Commission #15395199

GRANTEE'S ACKNOWLEDGMENT

On this 11 day of January, 2018, before me, this undersigned Notary Public, personally appeared Scott Wingerson, to me personally known, who being by me duly sworn, did say that he is the City Manager of the City of Gladstone, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its City Council, and said City Manager acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Clay County, Missouri, the day and year last above written.

Rebecca Jarrett
Notary Public Within Said County and State

My Commission expires NOV 11, 2018.

REBECCA JARRETT
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: November 11, 2018
Commission #14392947



Recording Date/Time: 01/19/2018 at 03:47:03 PM

Instr #: 2018001992

Book: 8128 Page: 62

Type: EASE

Pages: 3

Fee: \$30.00 S 20180001733



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Temporary Construction Easement

2. **Date:**

1/8/18

3. **Grantor (s):** Justin Allan & Angelica Kindt, husband and wife

4. **Grantee (s):** City of Gladstone, Missouri

5. **Mailing Address:** 7010 N. Holmes, Gladstone, MO 64118

6. **Legal Description:**

All of the Easterly 40.00 feet of Lot 7 ELM WOODS, a subdivision in Gladstone, Clay County, Missouri; containing 5,263.55 square feet or 0.1208 acres, more or less.

7. **Reference Book & Page:** N/A

R-18-04

R/E - GE

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Justin Allan & Angelica Kindt
(Names)

5206 Northwest Old Pike Road, Gladstone, MO
(Address)

of Clay County, Missouri, hereinafter called the **GRANTORS**, for and in consideration of One Dollar (\$1.00) and the advantages to be gained from the construction on and adjacent to the lands hereafter described, the receipt of which is hereby acknowledge, do hereby grant, sell, convey and confirm unto the CITY OF GLADSTONE, a municipal corporation of the State of Missouri, hereafter called **GRANTEE**, as temporary easement to construct, grade, regrade, or perform any and all other related necessary work on or across the following described land:

All of the Easterly 40.00 feet of Lot 7 ELM WOODS, a subdivision in Gladstone, Clay County, Missouri; containing 5,263.55 square feet or 0.1208 acres, more or less.

GRANTEE will repair or replace any fences, pavement, and/or other appurtenances damaged or removed during construction. Upon completion of said construction and improvement, **GRANTORS** shall have full free and uninterrupted use and possession of said temporary construction easement and the easement rights therein shall cease and no longer be in effect.

GRANTORS make no warranties, expressed or implied to **GRANTEE**.

IN WITNESS WHEREOF the parties have hereunto set their names to the foregoing, this 11 day of January, 2018.

CITY OF GLADSTONE

By Scott Wingerson
Scott Wingerson, City Manager

Attest: Ruth E Bocchino
Ruth Bocchino, City Clerk

GRANTORS:

Justin Allan Kindt
Justin Allan Kindt
Angelica Kindt
Angelica Kindt

GRANTORS' ACKNOWLEDGMENT

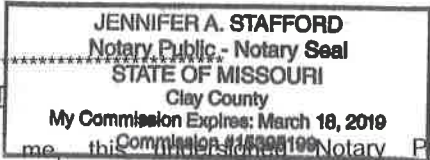
STATE OF MISSOURI
COUNTY OF Clay ss.

On this 15th day of December, 2017, before me, the undersigned Notary Public, personally appeared Justin Allan & Angelica Kindt 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. And the said Justin Allan & Angelica Kindt further declared themselves to be married.

Clay IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Notarial Seal at my office in Clay County, Missouri, the day and year last above written.

Jennifer A. Stafford
Notary Public Within Said County and State

My commission expires March 18, 2019.



GRANTEE'S ACKNOWLEDGMENT

On this 11 day of January, 2018, before me, this undersigned Notary Public, personally appeared Scott Wingerson, to me personally known, who being by me duly sworn, did say that he is the City Manager of the City of Gladstone, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its City Council, and said City Manager acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Clay County, Missouri, the day and year last above written.

Rebecca Jarrett
Notary Public Within Said County and State

My Commission expires Nov 11, 2018.





Recording Date/Time: 01/19/2018 at 03:47:03 PM

Instr #: 2018001993

Book: 8128 Page: 63

Type: EASE

Pages: 3

Fee: \$30.00 \$ 20180001733



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Temporary Construction Easement

2. **Date:**

1/8/18

3. **Grantor (s):** Builders and Fixers, LLC, a Missouri Limited Liability Company

4. **Grantee (s):** City of Gladstone, Missouri

5. **Mailing Address:** 7010 North Holmes, Gladstone, MO 64118

6. **Legal Description:**

All of the Westerly 20.00 feet of the West 1/2 of said Lots 41 and 42, BRADY HILLS, a subdivision in Gladstone, Clay County, Missouri containing 4,240.01 square feet or 0.0973 acres, more or less.

7. **Reference Book & Page:** N/A

12-18-04

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Builders & Fixers, LLC
(Names)

5201 NW 53rd Street, Gladstone, MO 64118
(Address)

of Clay County, Missouri, hereinafter called the **GRANTORS**, for and in consideration of One Dollar (\$1.00) and the advantages to be gained from the construction on and adjacent to the lands hereafter described, the receipt of which is hereby acknowledge, do hereby grant, sell, convey and confirm unto the CITY OF GLADSTONE, a municipal corporation of the State of Missouri, hereafter called **GRANTEE**, as temporary easement to construct, grade, regrade, or perform any and all other related necessary work on or across the following described land:

All of the Westerly 20.00 feet of the West 1/2 of said Lots 41 and 42, BRADY HILLS, a subdivision in Gladstone, Clay County, Missouri containing 4,240.01 square feet or 0.0973 acres, more or less.

GRANTEE will repair or replace any fences, pavement, and/or other appurtenances damaged or removed during construction. Upon completion of said construction and improvement, **GRANTORS** shall have full free and uninterrupted use and possession of said temporary construction easement and the easement rights therein shall cease and no longer be in effect.

GRANTORS make no warranties, expressed or implied to **GRANTEE**.

IN WITNESS WHEREOF the parties have hereunto set their names to the foregoing, this 11 day of January, 2018

CITY OF GLADSTONE

By Scott Wingerson
Scott Wingerson, City Manager

GRANTOR(S):

Paul B. Seibold, Jr.
Paul B. Seibold, Jr. - Member

Attest: Ruth Bocchino
Ruth Bocchino, City Clerk

GRANTORS' ACKNOWLEDGMENT

STATE OF Missouri
COUNTY OF Clay ss.

On this 19th day of December, 2017, before me, the undersigned Notary Public, personally appeared Paul B. Seibold, Jr. to me personally known to be the person described herein and who executed the foregoing instrumentation on behalf of Builders & Fixers, LLC and acknowledged that he executed the same as the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Notarial Seal at my office in Clay County, MO, the day and year last above written.

My commission expires March 18, 2019.

Jennifer A. Stafford



GRANTEE'S ACKNOWLEDGMENT

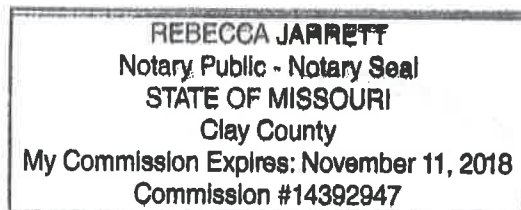
On this 11 day of January, 2018, before me, this undersigned Notary Public, personally appeared Scott Wingerson, to me personally known, who being by me duly sworn, did say that he is the City Manager of the City of Gladstone, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its City Council, and said City Manager acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Clay County, Missouri, the day and year last above written.

My Commission expires Nov 11, 2018.

Rebecca Jarrett

Notary Public Within Said County and State



Recorded in Clay County, Missouri



Recording Date/Time: 01/19/2018 at 03:47:03 PM

Instr #: 2018001994

Book: 8128 Page: 64

Type: EASE

Pages: 4

Fee: \$33.00 \$ 20180001733



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Drainage Easement

2. **Date:**

1/8/18

3. **Grantors:** Justin Allan & Angelica Kindt, husband and wife

4. **Grantee (s):** City of Gladstone, Missouri

5. **Mailing Address:** 7010 N. Holmes; Gladstone, MO 64118

6. **Legal Description:**

Commencing at the Northeast corner of said Lot 7, said point also being the Southeast corner of Lot 6, of said ELM WOODS, said point also being on the Westerly Right-of-Way line of Old Pike Road, as now established; thence South 87°55'02" West, along the North line of said Lot 7, and along the South line of said Lot 6, a distance of 5.00 feet, to the Point of Beginning; thence South 02°25'41" West, departing the North line of said Lot 7 and the South line of said lot 6, a distance of 3.25 feet, to a point of curvature; thence Southerly, along a curve to the left, having a radius of 1,027.00 feet, and a central angle of 00°53'54", a distance of 16.10 feet, to a point on a non-tangent line; thence South 86°40'26" West, a distance of 30.00 feet; thence North 02°04'58" West, a distance of 20.00 feet, to a point on the North line of said Lot 7, said point also being on the South line of said Lot 6; thence North 87°55'02" East, along the North line of said Lot 7, and along the South line of said Lot 6, a distance of 29.75 feet, to the Point of Beginning, containing 587.20 square feet or 0.0135 acres, more or less.

7. **Reference Book & Page:** N/A

RL GE

R-18-04

4

DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Justin Allan & Angelica Kindt
(NAME OR NAMES)
5206 Northwest Old Pike Road, Gladstone, MO
(ADDRESS)

of Gladstone, Clay County, MO hereinafter called the **GRANTOR**, for and in consideration of One Dollar (\$1.00) and the advantages to be gained from the existence of the facilities and appurtenances through the lands hereafter described, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the CITY OF GLADSTONE, a municipal corporation of the State of Missouri, hereafter called **GRANTEE**, an easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of any open drainageway, storm drainage structure, utility, or municipal facility and any and all appurtenances incidental thereto over, under and through the following described tract of land lying, being and situated in the City of Gladstone, Clay County, Missouri, to-wit:

Commencing at the Northeast corner of said Lot 7, said point also being the Southeast corner of Lot 6, of said ELM WOODS, said point also being on the Westerly Right-of-Way line of Old Pike Road, as now established; thence South 87°55'02" West, along the North line of said Lot 7, and along the South line of said Lot 6, a distance of 5.00 feet, to the Point of Beginning; thence South 02°25'41" West, departing the North line of said Lot 7 and the South line of said lot 6, a distance of 3.25 feet, to a point of curvature; thence Southerly, along a curve to the left, having a radius of 1,027.00 feet, and a central angle of 00°53'54", a distance of 16.10 feet, to a point on a non-tangent line; thence South 86°40'26" West, a distance of 30.00 feet; thence North 02°04'58" West, a distance of 20.00 feet, to a point on the North line of said Lot 7, said point also being on the South line of said Lot 6; thence North 87°55'02" East, along the North line of said Lot 7, and along the South line of said Lot 6, a distance of 29.75 feet, to the Point of Beginning, containing 587.20 square feet or 0.0135 acres, more or less.

TO HAVE AND TO HOLD to same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the **GRANTEE**, its successors and assigns for so long as said use shall continue, the **GRANTOR** hereby covenanting for their heirs and successors and assigns unto the **GRANTEE**, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions (except sidewalks, roadways, pavement, or curbs) which will interfere with the **GRANTEE** in excavating upon said land for the purpose of laying, constructing, reconstructing, operating, repairing, and maintaining said facilities 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 manner and to such extent so as to interfere with, or jeopardize or threaten the normal and proper operation and maintenance of said facilities and appurtenances, said facilities at all times to be laid and constructed at a proper depth below any pavement or street surfacing laid out or established at any time along, upon, or over said easement or any portion thereof, and the **GRANTEE** will repair any damage to fences, pavement, curb or sod in any way arising in connection with the laying, constructing, and repairing of said facilities and appurtenances. By granting this easement, same shall not be considered or construed as prohibiting the **GRANTOR** in the developing of any adjoining property from the laying out, establishing and the constructing of pavement surfacing of roadways, curbing and gutters along, upon, over or across said easement or any portion thereof.

2. The right of **GRANTEE**, its agents, servants, employees, or independent contractor to go upon said land, and so much of the **GRANTOR'S** adjoining land as may be reasonably necessary, at any time to excavate or perform other operations for the purpose of laying, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said facilities and all appurtenances incidental thereto.

3. That Justin Allan & Angelica Kindt are lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.

IN WITNESS WHEREOF, said Grantors do hereunto set their hand and subscribed their name to the foregoing, this 15 day of December, 2017.

CITY OF GLADSTONE, MO

BY Scott Wingerson
Scott Wingerson, City Manager

GRANTORS:
Justin Allan Kindt
Angelica Kindt

ATTEST: Ruth E Bocchino
Ruth Bocchino, City Clerk

GRANTOR'S ACKNOWLEDGMENT

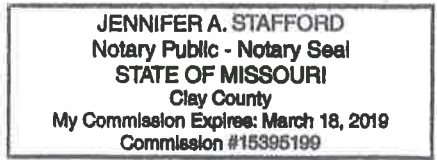
STATE OF MISSOURI)
COUNTY OF Clay) ss.

On this 15th day of December, 2017, before me, the undersigned Notary Public, personally appeared Justin Allan & Angelica Kindt, to me known to be the persons described herein and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed. And the said Justin Allan & Angelica Kindt further declare themselves to be married.

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

Jennifer A Stafford
Notary Public within said County/St.

My commission expires March 18, 2019.



GRANTEE'S ACKNOWLEDGMENT

On this 11th day of January, 2018, before me, this undersigned Notary Public, personally appeared Scott Wingerson, to me personally known, who being by me duly sworn, did say that (s)he is the City Manager of the City of Gladstone, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its City Council, and said City Manager acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Clay County, Missouri, the day and year last above written.

Rebecca Jarrett
Notary Public Within Said County/St.

My commission expires: Nov 11, 2018.





Recording Date/Time: 01/19/2018 at 03:47:03 PM

Instr #: 2018001995

Book: 8128 Page: 65

Type: EASE

Pages: 4

Fee: \$33.00 S 20180001733



Kates Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Drainage and Utility Easement

2. **Date:**

1/8/18

3. **Grantor (s):** Builders & Fixers, LLC, a Missouri Limited Liability Company

4. **Grantee (s):** City of Gladstone, Missouri

5. **Mailing Address:** 7010 N. Holmes; Gladstone, MO 64118

6. **Legal Description:**

Commencing at the Northwest corner of said Lot 41, said point also being the Southwest corner of Lot 40, of said BRADY HILLS, a subdivision located in Gladstone, Clay County, Missouri said point also being on the East Right-of-Way line of Old Pike Road, as now established; thence South 89°28'18" East, along the North line of said Lot 41, and along the South line of said Lot 40, a distance of 2.00 feet, to the Point of Beginning; thence continuing South 89°28'18" East, along the North line of said Lot 41, and along the South line of said Lot 40, a distance of 28.00 feet; thence South 00°27'06" West, departing the North line of said Lot 41 and the South line of said Lot 40, and along a line that is parallel with the West line of said Lot 41, a distance of 20.00 feet; thence North 89°28'18" West, along a line that is parallel with the North line of said Lot 41, a distance of 28.00 feet; thence North 00°27'06" East, along a line that is parallel with the West line of said Lot 41, a distance of 20.00 feet, to the Point of Beginning, containing 560.00 square feet or 0.0129 acres, more or less.

RL-GE

R-18-04

4

DRAINAGE AND UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Builders & Fixers, LLC, a Missouri Limited Liability Company
(NAME OR NAMES)
215 NW 53rd Street
(ADDRESS)

hereinafter called the **GRANTOR**, for and in consideration of One Dollar (\$1.00) and the advantages to be gained from the existence of the facilities and appurtenances through the lands hereafter described, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the CITY OF GLADSTONE, a municipal corporation of the State of Missouri, hereafter called **GRANTEE**, an easement for the location, construction, reconstruction, maintenance, removal, operation and repair of any open drainageway, storm drainage structure, utility, or municipal facility and any and all appurtenances incidental thereto over, under and through the following described tract of land lying, being and situated in the City of Gladstone, Clay County, Missouri, to-wit:

Commencing at the Northwest corner of said Lot 41, said point also being the Southwest corner of Lot 40, of said BRADY HILLS, a subdivision located in Gladstone, Clay County, Missouri said point also being on the East Right-of-Way line of Old Pike Road, as now established; thence South 89°28'18" East, along the North line of said Lot 41, and along the South line of said Lot 40, a distance of 2.00 feet, to the Point of Beginning; thence continuing South 89°28'18" East, along the North line of said Lot 41, and along the South line of said Lot 40, a distance of 28.00 feet; thence South 00°27'06" West, departing the North line of said Lot 41 and the South line of said Lot 40, and along a line that is parallel with the West line of said Lot 41, a distance of 20.00 feet; thence North 89°28'18" West, along a line that is parallel with the North line of said Lot 41, a distance of 28.00 feet; thence North 00°27'06" East, along a line that is parallel with the West line of said Lot 41, a distance of 20.00 feet, to the Point of Beginning, containing 560.00 square feet or 0.0129 acres, more or less.

TO HAVE AND TO HOLD to same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the **GRANTEE**, its successors and assigns for so long as said use shall continue, the **GRANTOR** hereby covenanting for its heirs and successors and assigns unto the **GRANTEE**, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions (except sidewalks, roadways, pavement, or curbs) which will interfere with the **GRANTEE** in excavating upon said land for the purpose of laying, constructing, reconstructing, operating, repairing, and maintaining said facilities 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 manner and to such extent so as to interfere with, or jeopardize or threaten the normal and proper operation and maintenance of said facilities and appurtenances, said facilities at all times to be laid and constructed at a proper depth below any pavement or street surfacing laid out or established at any time along, upon, or over said easement or any portion thereof, and the **GRANTEE** will repair any damage to fences, pavement, curb or sod in any way arising in connection with the laying, constructing, and repairing of said facilities and appurtenances. By granting this easement, same shall not be considered or construed as prohibiting the **GRANTOR** in the developing of any adjoining property from the laying out, establishing and the constructing of pavement surfacing of roadways, curbing and gutters along, upon, over or across said easement or any portion thereof.

2. The right of **GRANTEE**, its agents, servants, employees, or independent contractor to go upon said land, and so much of the **GRANTOR'S** adjoining land as may be reasonably necessary, at any time to excavate or perform other operations for the purpose of laying, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said facilities and all appurtenances incidental thereto.

3. That Builders & Fixers, LLC is lawfully seized and possessed of the real estate above described, that it has a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that it forever warrants and defends the title thereto against the lawful claims of all affecting the right and easement granted hereunder.

IN WITNESS WHEREOF, said Grantor does hereunto set his hand and subscribed his name to the foregoing, this 14 day of December, 2017

CITY OF GLADSTONE, MO
 BY Scott Wingerson
 Scott Wingerson, City Manager

GRANTOR:
Paul B. Seibold, Jr.
 Paul B. Seibold, Jr. - Member

ATTEST: Ruth E. Bocchino
 Ruth Bocchino, City Clerk

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
 COUNTY OF Clay)

On this 14th day of December, 2017, before me, the undersigned Notary Public, personally appeared Paul B. Seibold, Jr., to me known to be the person described herein and who executed the foregoing instrument on behalf of Builders & Fixers, LLC and acknowledged that he executed the same as the free act and deed of the company.

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

Jennifer A. Stafford
 Notary Public within said County/St.

My commission expires March 18, 2019.

JENNIFER A. STAFFORD
 Notary Public - Notary Seal
 STATE OF MISSOURI
 Clay County
 My Commission Expires: March 18, 2019
 Commission #15395199

GRANTEE'S ACKNOWLEDGMENT

On this 11 day of January, 2018, before me, this undersigned Notary Public, personally appeared Scott Wingerson, to me personally known, who being by me duly sworn, did say that (s)he is the City Manager of the City of Gladstone, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of it City Council, and said City Manager acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Clay County, Missouri, the day and year last above written.

Rebecca Jarrett

Notary Public Within Said County/St.

My commission expires: Nov 11, 2018.



Recorded in Clay County, Missouri



Recording Date/Time: 01/19/2018 at 03:47:03 PM

Instr #: 2018001996

Book: 8128 Page: 66

Type: EASE

Pages: 3

Fee: \$30.00 S 20180001733



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Retaining Wall Easement

2. **Date:**

1/8/18

3. **Grantor (s):** Builders & Fixers, LLC, a Missouri Limited Liability Company

4. **Grantee (s):** City of Gladstone, Missouri

5. **Mailing Address:** 7010 N. Holmes; Gladstone, MO 64118

6. **Legal Description:**

All of the Westerly 7.50 feet of the Southerly 26.00 feet of the West 1/2 of Lot 41; and the Westerly 7.50 feet of the West 1/2 of Lot 42, BRADY HILLS, a subdivision in Gladstone, Clay County, Missouri containing 990.00 square feet or 0.0227 acres, more or less.

RL-GE

R-18-04

3

RETAINING WALL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Builders & Fixers, LLC, a Missouri Limited Liability Company
(NAME OR NAMES)
215 NW 53rd Street
(ADDRESS)

hereinafter called the **GRANTOR**, for and in consideration of One Dollar (\$1.00) and the advantages to be gained from the existence of the facilities and appurtenances through the lands hereafter described, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the CITY OF GLADSTONE, a municipal corporation of the State of Missouri, hereafter called **GRANTEE**, an easement for the location, construction, reconstruction, maintenance, removal, operation and repair of a retaining wall and any and all appurtenances incidental thereto over, under and through the following described tract of land lying, being and situated in the City of Gladstone, Clay County, Missouri, to-wit:

All of the Westerly 7.50 feet of the Southerly 26.00 feet of the West 1/2 of Lot 41; and the Westerly 7.50 feet of the West 1/2 of Lot 42, BRADY HILLS, a subdivision in Gladstone, Clay County, Missouri containing 990.00 square feet or 0.0227 acres, more or less.

TO HAVE AND TO HOLD to same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the **GRANTEE**, its successors and assigns for so long as said use shall continue, the **GRANTOR** hereby covenanting for its heirs and successors and assigns unto the **GRANTEE**, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions (except sidewalks, roadways, pavement, or curbs) which will interfere with the **GRANTEE** in excavating upon said land for the purpose of laying, constructing, reconstructing, operating, repairing, and maintaining said facilities 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 manner and to such extent so as to interfere with, or jeopardize or threaten the normal and proper operation and maintenance of said facilities and appurtenances, said facilities at all times to be laid and constructed at a proper depth below any pavement or street surfacing laid out or established at any time along, upon, or over said easement or any portion thereof, and the **GRANTEE** will repair any damage to fences, pavement, curb or sod in any way arising in connection with the laying, constructing, and repairing of said facilities and appurtenances. By granting this easement, same shall not be considered or construed as prohibiting the **GRANTOR** in the developing of any adjoining property from the laying out, establishing and the constructing of pavement surfacing of roadways, curbing and gutters along, upon, over or across said easement or any portion thereof.
2. The right of **GRANTEE**, its agents, servants, employees, or independent contractor to go upon said land at any time to excavate or perform other operations for the purpose of laying, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said facilities and all appurtenances incidental thereto.
3. That Builders & Fixers, LLC is lawfully seized and possessed of the real estate above described, that it has a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that it forever warrants and defends the title thereto against the lawful claims of all affecting the right and easement granted hereunder.

IN WITNESS WHEREOF, said Grantor does hereunto set his hand and subscribed his name to the foregoing, this 19 day of December, 2017.

CITY OF GLADSTONE, MO
BY Scott Wingerson
Scott Wingerson, City Manager

GRANTOR:
Paul B. Seibold, Jr.
Paul B. Seibold, Jr. - Member

ATTEST: Ruth E. Bocchino
Ruth Bocchino, City Clerk

GRANTOR'S ACKNOWLEDGMENT

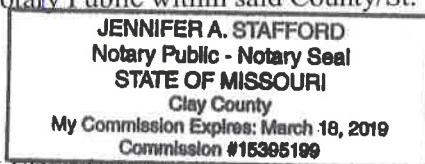
STATE OF MISSOURI)
) ss.
COUNTY OF Clay)

On this 19th day of December, 2017, before me, the undersigned Notary Public, personally appeared Paul B. Seibold, Jr., to me known to be the person described herein and who executed the foregoing instrument on behalf of Builders & Fixers, LLC and acknowledged that he executed the same as the free act and deed of the company.

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

Jennifer A. Stafford
Notary Public within said County/St.

My commission expires March 18, 2019.



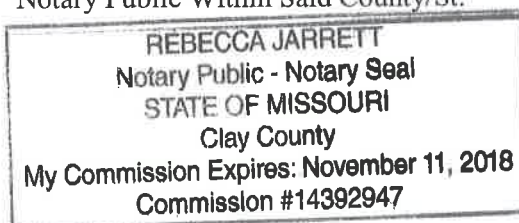
GRANTEE'S ACKNOWLEDGMENT

On this 11 day of January, 2018, before me, this undersigned Notary Public, personally appeared Scott Wingerson, to me personally known, who being by me duly sworn, did say that (s)he is the City Manager of the City of Gladstone, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of it City Council, and said City Manager acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Clay County, Missouri, the day and year last above written.

Rebecca Jarrett
Notary Public Within Said County/St.

My commission expires: NOV 11, 2018.



Recorded in Clay County, Missouri



Recording Date/Time: 01/19/2018 at 03:47:03 PM

Instr #: 2018001997

Book: 8128 Page: 67

Type: EASE

Pages: 3

Fee: \$30.00 S 20180001733



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Sidewalk Easement
2. **Date:** 1/8/18
3. **Grantor (s):** Builders & Fixers, LLC, a Missouri Limited Liability Company
4. **Grantee (s):** City of Gladstone, Missouri
5. **Mailing Address:** 7010 N. Holmes; Gladstone, MO 64118
6. **Legal Description:**

All of the Westerly 2.00 feet of the Northerly 80.00 feet of the West 1/2 of said Lot 41, BRADY HILLS, a subdivision in Gladstone, Clay County, Missouri containing 160.00 square feet or 0.00367 acres, more or less.

RL-GE

R- 18-04

3

SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Builders & Fixers, LLC, a Missouri Limited Liability Company
(NAME OR NAMES)
215 NW 53rd Street
(ADDRESS)

hereinafter called the **GRANTOR**, for and in consideration of One Dollar (\$1.00) and the advantages to be gained from the existence of the facilities and appurtenances through the lands hereafter described, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the CITY OF GLADSTONE, a municipal corporation of the State of Missouri, hereafter called **GRANTEE**, an easement for the maintenance and repair of a public sidewalk over and through the following described tract of land lying, being and situated in the City of Gladstone, Clay County, Missouri, to-wit:

All of the Westerly 2.00 feet of the Northerly 80.00 feet of the West 1/2 of said Lot 41, BRADY HILLS, a subdivision in Gladstone, Clay County, Missouri containing 160.00 square feet or 0.00367 acres, more or less.

TO HAVE AND TO HOLD to same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the **GRANTEE**, its successors and assigns for so long as said use shall continue, the **GRANTOR** hereby covenanting for its heirs and successors and assigns unto the **GRANTEE**, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions (except sidewalks, roadways, pavement, or curbs) which will interfere with the **GRANTEE** in maintenance and repair of a public sidewalk. By granting this easement, same shall not be considered or construed as prohibiting the **GRANTOR** in the developing of any adjoining property from the laying out, establishing and the constructing of pavement surfacing of roadways, curbing and gutters along, upon, over or across said easement or any portion thereof.
2. The right of **GRANTEE**, its agents, servants, employees, or independent contractor to go upon said land for the purpose of operating and maintaining said facilities and all appurtenances incidental thereto.
3. That Builders & Fixers, LLC is lawfully seized and possessed of the real estate above described, that it has a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that it forever warrants and defends the title thereto against the lawful claims of all affecting the right and easement granted hereunder.

IN WITNESS WHEREOF, said Grantor does hereunto set his hand and subscribed his name to the foregoing, this 19 day of December, 2017.

CITY OF GLADSTONE, MO
BY Scott Wingerson
Scott Wingerson, City Manager

GRANTOR:
Paul B. Seibold, Jr.
Paul B. Seibold, Jr. - Member

ATTEST: Ruth E Bocchino
Ruth Bocchino, City Clerk

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF Clay)

On this 19th day of December, 2017, before me, the undersigned Notary Public, personally appeared Paul B. Seibold, Jr., to me known to be the person described herein and who executed the foregoing instrument on behalf of Builders & Fixers, LLC and acknowledged that he executed the same as the free act and deed of the company.

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

Jennifer A. Stafford
Notary Public within said County/St.

My commission expires March 18, 2019.

JENNIFER A. STAFFORD
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: March 18, 2019
Commission #15395199

GRANTEE'S ACKNOWLEDGMENT

On this 11 day of January, 2018, before me, this undersigned Notary Public, personally appeared Scott Wingerson, to me personally known, who being by me duly sworn, did say that (s)he is the City Manager of the City of Gladstone, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of it City Council, and said City Manager acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Clay County, Missouri, the day and year last above written.

Rebecca Jarrett
Notary Public Within Said County/St.

My commission expires: Nov 11, 2018.

REBECCA JARRETT
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: November 11, 2018
Commission #14392947



Recording Date/Time: 01/19/2018 at 03:47:03 PM

Instr #: 2018001998

Book: 8128 Page: 68

Type: QC

Pages: 3

Fee: \$30.00 S 20180001733



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Quit-Claim Deed

2. **Date:**

1/8/18

3. **Grantor (s):** Justin Allan & Angelica Kindt, husband and wife

4. **Grantee (s):** City of Gladstone, Missouri

5. **Mailing Address:** 7010 North Holmes, Gladstone, MO 64118

6. **Legal Description:**

Beginning at the Northeast corner of Lot 7 ELM WOODS, a subdivision in Gladstone, Clay County, Missouri, said point also being the Southeast corner of Lot 6, of said ELM WOODS, said point also being on the Westerly Right-of-Way line of Old Pike Road, as now established; thence South 02°25'41" East, along the East line of said Lot 7, and along the Westerly Right-of-Way line of said Old Pike Road, a distance of 135.00 feet, to the Southeast corner of said Lot 7, said point also being the Northeast corner of Lot 8, of said ELM WOODS; thence North 05°04'40" West, departing the East line of said Lot 7 and the Westerly Right-of-Way line of said Old Pike Road, a distance of 84.39 feet, to a point of curvature; thence Northerly, along a curve to the right, having a radius of 1,027.00, and a central angle of 02°39'00", a distance of 47.50 feet, to a point of tangency; thence North 02°25'41" West, a distance of 3.25 feet, to a point on the North line of said Lot 7, said Point also being on the South line of said Lot 6; thence North 87°55'02" East, along the North line of said Lot 7, and along the South line of said lot 6, a distance of 5.00 feet, to the Point of Beginning, containing 400.64 square feet or 0.0092 acres, more or less.

7. **Reference Book & Page:** N/A

RL-GE

R-18-04

3

Quit-Claim Deed

This Indenture,
made on this _____ day of 2017, by and between

Justin Allan & Angelica Kindt, husband and wife

County of Clay, State of Missouri, party of the first part, and

City of Gladstone

of the County of Clay, State of Missouri, party of the second part,

(Mailing address of the first named grantee is 7010 N. Holmes, Gladstone, Missouri 64118)

WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum of One (\$1.00)..... dollar and other good and valuable considerations, to it in hand paid by the party of the second part, the receipt for which is hereby acknowledged, does by these presents, REMISE, RELEASE and FOREEVER CONVEY RIGHT-OF-WAY unto the said party of the second part, the following described lots, tracts or parcels of land lying, being and situated in the County of CLAY, and State of Missouri to-wit:

Beginning at the Northeast corner of said Lot 7, said point also being the Southeast corner of Lot 6, of said ELM WOODS, said point also being on the Westerly Right-of-Way line of Old Pike Road, as now established; thence South 02°25'41" East, along the East line of said Lot 7, and along the Westerly Right-of-Way line of said Old Pike Road, a distance of 135.00 feet, to the Southeast corner of said Lot 7, said point also being the Northeast corner of Lot 8, of said ELM WOODS; thence North 05°04'40" West, departing the East line of said Lot 7 and the Westerly Right-of-Way line of said Old Pike Road, a distance of 84.39 feet, to a point of curvature; thence Northerly, along a curve to the right, having a radius of 1,027.00, and a central angle of 02°39'00", a distance of 47.50 feet, to a point of tangency; thence North 02°25'41" West, a distance of 3.25 feet, to a point on the North line of said Lot 7, said Point also being on the South line of said Lot 6; thence North 87°55'02" East, along the North line of said Lot 7, and along the South line of said lot 6, a distance of 5.00 feet, to the Point of Beginning, containing 400.64 square feet or 0.0092 acres, more or less.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances, thereto belonging unto the said party of the second part and unto its heirs and assigns forever; so that neither party of the first part, nor any other person or persons, for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said party of the first part has hereunto set their hands the day and year above written.

(Attest:)


Justin Allan Kindt

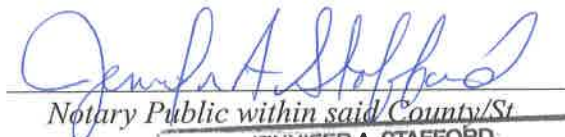

Angelica Kindt

ACKNOWLEDGMENT

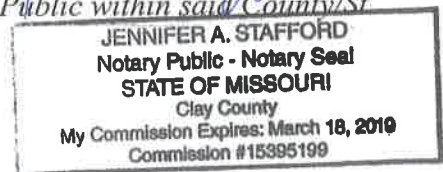
STATE OF Missouri
}} ss
COUNTY OF Clay

On this 15th day of December, 2017
Before me, the undersigned Notary Public, personally appeared, Justin Allan & Angelica Kindt,
to me known to be the person(s) described herein and who executed the foregoing instrument.
And the said Justin Allan & Anglica Kindt further declared themselves to be
married.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my
office in Clay Co., Missouri, the day and year
last above written.


Notary Public within said County/St

My commission expires March 18, 2019.





Recording Date/Time: 01/19/2018 at 03:47:03 PM

Instr #: 2018001999

Book: 8128 Page: 69

Type: QC

Pages: 3

Fee: \$30.00 S 20180001733



Kates Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Quit-Claim Deed

2. **Date:**

1/8/18

3. **Grantor (s):** Virginia Mae Henley

4. **Grantee (s):** City of Gladstone, Missouri

5. **Mailing Address:** 7010 North Holmes, Gladstone, MO 64118

6. **Legal Description:**

Beginning at the Southeast corner of Lot 1, ELM WOODS, a subdivision in Gladstone, Clay County, Missouri, said point also being the Northeast corner of Lot 2, of said ELM WOODS, said point also being on the Westerly Right-of-Way line of Old Pike Road, as now established; thence South 75°04'17" West, along the South line of said Lot 1, and along the North line of said Lot 2, a distance of 5.25 feet; thence North 09°55'45" West, departing the South line of said Lot 1 and the North line of said Lot 2, a distance of 60.25 feet, to a point on the Easterly line of said Lot 1, said point also being on the Westerly Right-of-Way line of said Old Pike Road; thence South 14°55'41" East, along the Easterly line of said Lot 1, and along the Westerly Right-of-Way line of said Old Pike Road, a distance of 60.02 feet, to the Point of Beginning, containing 157.56 square feet or 0.0036 acres, more or less.

7. **Reference Book & Page:** N/A

RE-GE

R-18-04

Quit-Claim Deed

This Indenture,
made on this _____ day of 2017, by and between

Virginia Mae Henley

County of Clay, State of Missouri, party of the first part, and

City of Gladstone

of the County of Clay, State of Missouri, party of the second part,
(Mailing address of the first named grantee is 7010 N. Holmes, Gladstone, Missouri 64118)

WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum of One (\$1.00)..... dollar and other good and valuable considerations, to it in hand paid by the party of the second part, the receipt for which is hereby acknowledged, does by these presents, REMISE, RELEASE and FOREEVER CONVEY RIGHT-OF-WAY unto the said party of the second part, the following described lots, tracts or parcels of land lying, being and situated in the County of CLAY, and State of Missouri to-wit:

Beginning at the Southeast corner of Lot 1, ELM WOODS, a subdivision in Gladstone, Clay County, Missouri, said point also being the Northeast corner of Lot 2, of said ELM WOODS, said point also being on the Westerly Right-of-Way line of Old Pike Road, as now established; thence South 75°04'17" West, along the South line of said Lot 1, and along the North line of said Lot 2, a distance of 5.25 feet; thence North 09°55'45" West, departing the South line of said Lot 1 and the North line of said Lot 2, a distance of 60.25 feet, to a point on the Easterly line of said Lot 1, said point also being on the Westerly Right-of-Way line of said Old Pike Road; thence South 14°55'41" East, along the Easterly line of said Lot 1, and along the Westerly Right-of-Way line of said Old Pike Road, a distance of 60.02 feet, to the Point of Beginning, containing 157.56 square feet or 0.0036 acres, more or less.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances, thereto belonging unto the said party of the second part and unto its heirs and assigns forever; so that neither party of the first part, nor any other person or persons, for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the

aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said party of the first part has hereunto set their hands the day and year above written.

(Attest:)

Virginia Mae Henley
Virginia Mae Henley

ACKNOWLEDGMENT

STATE OF Missouri
COUNTY OF Clay }} ss

On this 21st day of December, 2017
Before me, the undersigned Notary Public, personally appeared, Virginia Mae Henley,
to me known to be the person(s) described herein and who executed the foregoing instrument.
And the said Virginia Mae Henley further declared herself to be unmarried.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my
office in Clay Co., Missouri, the day and year
last above written.

Jennifer A. Stafford
Notary Public within said County/St.

My commission expires March 18, 2019.

