### **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 <sup>rd</sup> Street

#### Permanent Easements

"R" - Justin Allan & Angelica Kindt	5206 NW Old Pike Road
"S" - Builders and Fixers, LLC	215 NW 53 <sup>rd</sup> Street
"T" - Builders and Fixers, LLC	215 NW 53 <sup>rd</sup> Street
"U" - Builders and Fixers, LLC	215 NW 53 <sup>rd</sup> 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 8<sup>TH</sup> 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

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 <sup>rd</sup> Street

## Permanent Easements

"R" - Justin Allan & Angelica Kindt	5206 NW Old Pike Road
"S" - Builders and Fixers, LLC	215 NW 53 <sup>rd</sup> Street
"T" - Builders and Fixers, LLC	215 NW 53 <sup>rd</sup> Street
"U" - Builders and Fixers, LLC	215 NW 53 <sup>rd</sup> 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: EASI Pages: 3

Fee: \$30.00 \$ 20180001733



Kates Porter Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

- 1. Title: Temporary Construction Easement
- 2. Date: //8//8
- 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- Gladstone
RL- Gladstone mo 64118
F-18-04

Page 1 of 3

3

# **TEMPORARY CONSTRUCTION EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

THAT, Jimmy R. & Arlynda G. Snowden
5402 North Broadway Avenue, Gladstone, MO (Address)
of Clay County, Missouri, hereinafter called the <b>GRANTORS</b> , 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 <b>GRANTEE</b> , 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.
<b>GRANTEE</b> will repair or replace any fences, pavement, and/or other appurtenances damaged or removed during construction. Upon completion of said construction and improvement, <b>GRANTORS</b> 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 // day of 20 / 20 / 20 / 20 / 20 / 20 / 20 / 20
CITY OF GLADSTONE GRANTORS: O
Scott Wingerson, City Manager  Jimmy R. Snowden
Attest: Ruth & Boichino, City Clerk  Arlynda G. Snowden

# **GRANTORS' ACKNOWLEDGMENT**

COUNTY OF Clay ss.	
On this	to be the persons described in and who executed the same as their free act
My commission expires March 18, 2019.	and and affixed by Notarial Seal at my office in written.  Notary Public Within Said County and State
wy commission expires March 10 , 2017.	JENNIFER A. STAFFORD
********************	Notary Public - Notary Seal STATE OF MISSOURI Clay County My Commission Expires: March 18, 2019
GRANTEE'S ACKNOWL	EDGMENT Commission #15395199
On this	on, and that the seal affixed to the foregoing instrument was signed and sealed in behalf of said corporation by
IN WITNESS WHEREOF, I have hereunto set my hand and a County, Missouri, the day and year last above written.	Affixed my Notarial Seal at my office in <u>Clay</u> Ruseua Jarret
100/1/ 2014	Notary Public Within Said County and State
My Commission expires NOV 11 , 2014.	REBECCA JAPARTT
· · · · · · · · · · · · · · · · · · ·	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 #: 2018001987

Book: 8128 Page: 57

Type: EASE Pages: 3

Fee: \$30.00 \$ 20180001733



(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

(3)

# TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE P	RESENTS:		
THAT,	Virginia Mae	Henley	
` <u></u>	(Names)		
	5310 Northwest Old Pil	te Road, Gladstone, MO	
advantages to be gained fr hereby acknowledge, do he the State of Missouri, hereaf	om the construction on and adja- reby grant, sell, convey and confi	RS, for and in consideration of One Dollar (\$1.00) and the acent to the lands hereafter described, the receipt of which is rm unto the CITY OF GLADSTONE, a municipal corporation of ry easement to construct, grade, regrade, or perform any and all	
	40.00 feet of Lot 1, ELM WOC 4 square feet or 0.1446 acres, m	DDS, a subdivision in Gladstone, Clay County, Missouri; nore or less.	
<b>GRANTEE</b> will repair or replace any fences, pavement, and/or other appurtenances damaged or removed during construction. Upon completion of said construction and improvement, <b>GRANTORS</b> 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 warra	nties, expressed or implied to GR	ANTEE.	
IN WITNESS WHEREOF	parties have hereunto	set their names to the foregoing, thisday	
CITY OF GLADSTONE		GRANTOR:	
By Scott Wingerson	n, City Manager	Virginia Mae Henley Virginia Mae Henley	
Attest: Ruth E	Bachero o, City Clerk	y=1	

# GRANTORS' ACKNOWLEDGMENT

STATE OF MISSOURI COUNTY OF Clay ss.
On this
County, Missouri, the day and year last above written.  Notary Public Within Said County and State
My commission expires Worch 8, 2017.  JENNIFER A. STAFFORD Notary Public - Notary Seal STATE OF MISSOURI
GRANTEE'S ACKNOWLEDGMENT My Commission Expires: March 18, 2019
Commission #15395199
On this day of
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.  Russua Sarrus
My Commission expires // / / 2018. Notary Public Within Said County and State
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

Page: 58

Instr #: 2018001988

Book: Type:

Pages: Fee:

\$30.00 S 20180001733



(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 PRES	ENTS:		
THAT,	Dustin Lee (Names)	e Kunze	
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.			
construction. Upon completio	n of said construction and in	nprovement, GRANTORS sh	ces damaged or removed during nall have full free and uninterrupted herein shall cease and no longer be
GRANTORS make no warranti	es, expressed or implied to <b>G</b>	RANTEE.	
IN WITNESS WHEREOF	the parties have hereunt	o set their names to	the foregoing, this 20 day
By Scott Wingerson,	City Manager	GRANTOR Dustin Le	ye Kunze
Attest: Ruth Bocchino,	City Clerk		

## **GRANTORS' ACKNOWLEDGMENT**

9	GRANTORS' ACKNOWLEDGMENT	ROBIN R. FATINO Notary Public - Notary Seal	
STATE OF MISSOURI COUNTY OF CACHSON SS.		STATE OF MISSOURI Jackson County	
		My Commission Expires April 17, 2019	
On this 20th day of Qe appeared Dustin Lee Kunze to me	cember, 2017, before me,	the undersigned Notary Public, personally	
appeared <u>Dustin Lee Kunze</u> to me foregoing instrument and acknowledged that	known to be the person	described in and who executed the	
said <u>Dustin Lee Kunze</u> further declare	d <u>himself</u> to be unmarried.		
IN WITNESS WHEREOF, I have	e hereunto set my hand and a	affixed by Notarial Seal at my office in	
Gounty, Wissouri, C	Joh.	. D Antino	
2 .2 . 7	Notary	Public Within Said County and State	
My commission expires April 17	2019		
*****	*********	*******	
GRANTEE'S ACKNOWLEDGMENT			
On this day of day of Scott Wingerson City Manager of the City of Gladstone, No instrument is the corporate seal of the said corporation by sufferity of its City Council as	rissouri, a municipal corporation, corporation and that said instrume	me, this undersigned Notary Public, ng by me duly sworn, did say that he is the and that the seal affixed to the foregoing ent was signed and sealed in behalf of said d said instrument to be the free act and deed	
of said corporation.	and said oily Managor downowioago		
IN WITNESS WHEREOF, I have	e hereunto set my hand and a and year last above written.	ffixed my Notarial Seal at my office in	
0	Notary	Public Within Said County and State	
My Commission expires	_, 201 f.	ability and state	
		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

Page: 59 Book: 8128

EASE Type: Pages:

\$30.00 \$ 20180001733



(Space above reserved for Recorder of Deeds certification)

1. Title: Temporary Construction Easement

- 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

Page 1 of 3

# TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PR	ESENTS:			
THAT,	Kren R. Bu	rton		
	(Names)			
	5217 Northwest Old Pike			
advantages to be gained fro hereby acknowledge, do here the State of Missouri, hereafte	(Address) ereinafter called the <b>GRANTO</b> I m the construction on and adja eby grant, sell, convey and confi- er called <b>GRANTEE</b> , as temporal on or across the following descri	RS, for and in consider acent to the lands here from unto the CITY OF Gry easement to construct	eafter described, the SLADSTONE, a mun	receipt of which is icipal corporation of
	et of Lot 37 WILLIAMSBURG 00 square feet or 0.0689 acres,		subdivision in Glads	tone, Clay County,
construction. Upon completic	eplace any fences, pavement, on of said construction and impro orary construction easement an	ovement, GRANTORS	shall have full free ar	nd uninterrupted use
GRANTORS make no warran	ties, expressed or implied to GR	ANTEE.		
in witness whereof	the parties have hereunto	set their names	to the foregoing,	thisday
CITY OF GLADSTONE		GRANTOR:	1 5	
By Scott Wingerson,	City Manager	Kren Br	R. Burton	
Attest: Ruth Bocchino.	Bachino	*		E.

## **GRANTORS' ACKNOWLEDGMENT**

STATE OF MISSOURI COUNTY OF ss.  On this day of, 20_18, before me, appeared Kren R. Burton, to to be the person day of, 20_18, before me, appeared Kren R. Burton, to me known to	the undersigned Notary Public, personally lescribed in and who executed the <u>her</u> free act and deed. And the said <u>Kren</u>
IN WITNESS WHEREOF, I have hereunto set my hand and a County, Missouri, the day and year last above written.  My commission expires March 18, 2019.	Public Within Said County and State  JENNIFER A. STAFFORD  Notary Public - Notary Seal  STATE OF MISSOURI
**************************************	******************Clay County
GRANTEE'S ACKNOWLEDGMENT	My Commission Expires: March 18, 2019 Commission #15395199
On this	me, this undersigned Notary Public, ng by me duly sworn, did say that he is the at the seal affixed to the foregoing instrument d and sealed in behalf of said corporation by
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.	ca Jarres
My Commission expires MV 11 , 2018.	Public Within Said County and State
j H	EBECGA JARRETT
Note	ary Public - Notery Seal
S	TATE OF MISSOURI
My Commiss	Clay County
Co	Ion Expires: November 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 \$ 20180001733



(Space above reserved for Recorder of Deeds certification)

- 1. Title: Temporary Construction Easement
- 2. Date: | | 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

R-18-04

3

# TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT,		er A. Purzer
	(1)	value)
		Road, Gladstone, MO
	(Ac	ddress)
advantages to be gained hereby acknowledge, does of the State of Missouri, h	from the construction on and ad hereby grant, sell, convey and c	OR, for and in consideration of One Dollar (\$1.00) and the lipacent to the lands hereafter described, the receipt of which is confirm unto the CITY OF GLADSTONE, a municipal corporation mporary easement to construct, grade, regrade, or perform any ng described land:
All of the Westerly 40.00 Gladstone, Clay County, I	feet of Lot 34 WILLIAMSBURG Missouri; containing 2,890.79 sq	G SECOND PLAT, an addition in and to the City of uare feet or 0.0664 acres, more or less.
construction. Upon compl	etion of said construction and imp	t, and/or other appurtenances damaged or removed during provement, <b>GRANTOR</b> shall have full free and uninterrupted use and the easement rights therein shall cease and no longer be in
GRANTOR makes no warr	ranties, expressed or implied to <b>G</b>	RANTEE.
IN WITNESS WHEREOF	the parties have hereunto set the	eir names to the foregoing, thisday of
CITY OF GLADSTONE	8	GRANTOR:
Attest: RAUE	erson City Manager  Chino, City Clerk	Christopher A. Purzer

# GRANTOR'S ACKNOWLEDGMENT

COUNTY OF COUNTY				
On this day of	re me, the undersigned Notary Public, personally known to be the person described in that <u>he</u> executed the same as <u>his</u> free act and <u>limself</u> to be unmarried.			
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.				
My commission expires June 9, 2018	tary Public Within Said County and State MADELAINE COCKRUM			
	Notary Public - Notary Seal STATE OF MISSOURI			
*********	********************************Clay County			
	My Commission Expires: June 09, 20			
GRANTEE'S ACKNOWLED	Commission #14893651			
On this	who being by me duly sworn, did say that he is the ration, and that the seal affixed to the foregoing instrument was signed and sealed in behalf of said			
IN WITNESS WHEREOF, I have hereunto set my hand County, Missouri, the day and year last above written.	and affixed my Notarial Seal at my office in  Notary Public Within Said County and State			
My Commission expires ////////////////////////////////////				
	RERECCA IABBETT			

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

Page: 61 8128

Pages:

\$30.00 \$ 20190001733



(Space above reserved for Recorder of Deeds certification)

- 1. Title: Temporary Construction Easement
- 2. Date:
- 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:

тнат,т	iffany Sheets (Name)
5225 Old Pi	ike Road, Gladstone, MO (Address)
to be gained from the construction on and adjacent acknowledge, does hereby grant, sell, convey and con	OR, for and in consideration of One Dollar (\$1.00) and the advantages to the lands hereafter described, the receipt of which is hereby of the correction of the correct easement to construct, grade, regrade, or perform any and all
All of the Westerly 30.00 feet of said Lot 35 WILLIA County, Missouri; containing 2,250.00 square feet or	AMSBURG SECOND PLAT, a subdivision in Gladstone, Clay 0.0517 acres, more or less.
construction. Upon completion of said construction and	ement, and/or other appurtenances damaged or removed during d improvement, <b>GRANTOR</b> shall have full free and uninterrupted use lent and the easement rights therein shall cease and no longer be in
GRANTOR makes no warranties, expressed or implied	to GRANTEE.
IN WITNESS WHEREOF the parties have hereunto so	et their names to the foregoing, thisday ofday_
By Scott Wingerson, City Manager Attest: Ruth Bocchino, City Clerk	GRANTOR: Tigrany Sheets

## GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF Clay ss.
On this day of, 20, 20, before me, the undersigned Notary Public, personally appeared 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.
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  Notary Public Within Said County and State
JENNIFER A. STAFFORD
Notary Public - Notary Seal
STATE OF MISSOURI Clay County
My Commission Expires: March 18, 2019
GRANTEE'S ACKNOWLEDGMENT Commission #15395199
On this
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.
William a lowner
Notary Public Within Said County and State
My Commission expires <u>NV /1</u> , <del>201f.</del>
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

Page: 62 8128

Type: Pages:

\$30.00 \$ 20180001733



(Space above reserved for Recorder of Deeds certification)

- 1. Title: Temporary Construction Easement
- 2. Date:
- 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 RH-GE

# TEMPORARY CONSTRUCTION EASEMENT

**KNOW ALL MEN BY THESE PRESENTS:** 

THAT,		k Angelica Kindt			
	(Nam	es)			
	5206 Northwest Old		ne, MO		
advantages to be gained hereby acknowledge, do I the State of Missouri, here	, hereinafter called the GRAI from the construction on and hereby grant, sell, convey and hafter called GRANTEE, as tem bork on or across the following d	adjacent to the lar confirm unto the Cl <sup>-</sup> porary easement to	nds hereafter d FY OF GLADS <sup>-</sup>	lescribed, the TONE, a munic	receipt of which is cipal corporation of
	feet of Lot 7 ELM WOODS, 1208 acres, more or less.	a subdivision in Gl	adstone, Clay	County, Misso	ouri; containing
construction. Upon compl	replace any fences, paven etion of said construction and i imporary construction easemen	mprovement, GRAN	ITORS shall ha	ave full free and	d uninterrupted use
GRANTORS make no war	ranties, expressed or implied to	GRANTEE.			
in witness whereo	of the parties have here	eunto set their n	ames to the	e foregoing,	thisday
CITY OF GLADSTONE		GRANTORS;	110 -	7	
By Scott Wingers	on, City Manager	- Jh	Justin Allan I	Kindt	<del></del>
Attest: KUTNE	Bocehumo ino, City Clerk	A A	Angelica Kil	hdi	sk.)

# GRANTORS' ACKNOWLEDGMENT

STATE OF MISSOURI COUNTY OF ss.
On this day of, 20, before me, the undersigned Notary Public, personally appeared Justin Allan & Angelica Kindt to to be the persons described in and who executed the foregoing instrument and acknowledged that executed the same as their free act and deed. And the said Justin Allan & Angelica Kindt further declared to be married.
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  Notary Public Within Said County and State
My commission expires Notary Public Within Said County and State    Notary Public Within Said County and State
GRANTEE'S ACKNOWLEDGMENT STATE OF MISSOURI
My Commission Expires: March 18, 2019
On this day of January 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.
Management of the state of the
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in
Rebuca Source
My Commission expires // / / / , Joid . Notary Public Within Said County and State
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 #: 2018001993

Book: 8128 Page: 63

Type: EAS Pages: 3

Fee: \$30.00 \$ 20180001733



(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

(3)

# **TEMPORARY CONSTRUCTION EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:** 

THAT,	Builders &	& Fixers, LLC	
	`	•	×0
		eet, Gladstone, M	O 64118
the advantages to be gained which is hereby acknowled municipal corporation of the	nereinafter called the <b>GRAN</b> I from the construction on a ge, do hereby grant, sell, State of Missouri, hereafte	and adjacent to the convey and confi er called <b>GRANTE</b>	consideration of One Dollar (\$1.00) and lands hereafter described, the receipt of irm unto the CITY OF GLADSTONE, as temporary easement to construct, across the following described land:
All of the Westerly 2 Gladstone, Clay Cou	0.00 feet of the West 1/2 of sonty, Missouri containing 4,24	said Lots 41 and 42 40.01 square feet of	2, BRADY HILLS, a subdivision in r 0.0973 acres, more or less.
construction. Upon comple	etion of said construction ession of said temporary co	and improvement	ourtenances damaged or removed during t, <b>GRANTORS</b> shall have full free and ent and the easement rights therein shall
GRANTORS make no warra	inties, expressed or implied	to <b>GRANTEE.</b>	
IN WITNESS WHEREOF of July 20	parties have hereunt	o set their name	es to the foregoing, thisday
CITY OF GLADSTONE		GRANTOR(S):	115/10/
By Scott Wingerson, C	Dity Manager	Paul B Seibo	ld, Jr Member
Attest: Ruth Bocchino,	Bochmo City Clerk	<i>,</i>	

# **GRANTORS' ACKNOWLEDGMENT**

STATE OF MISSOURIES SS.			
On this			
IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Notarial Seal at my office in County,, the day and year last above written.			
My commission expires March 8, 2019.  Notary Public - Notary Seal STATE OF MISSOURI Clay County My Commission Expires: March 18, 2019 Commission #15395199			
**************************************			
GRANTEE'S ACKNOWLEDGMENT			
On this			
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.			
Repeira Sarro			
My Commission expires			
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 #: 2018001994

Page: 64 8128 Book:

EASE Type:

Pages: \$33,00 S 20180001733 Fee:

(Space above reserved for Recorder of Deeds certification)

Title: Drainage Easement

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 6E R-18-04

#### 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 <b>GRANTEE</b> , its agents, servants, employees, or independent contractor to go upon said land, and so much of the <b>GRANTOR'S</b> 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.				
above described, that <u>they</u> have a good and lawful rigencumbrances done or suffered by them which would int forever warrant and defend the title thereto against the lawful described hereunder.	erfere with the rights granted hereunder; and that wful claims of all affecting the right and easement			
IN WITNESS WHEREOF, said Grantors do hereunto se the foregoing, this day of, 20,	thand and subscribed Muname to			
	GRANTORS:			
BY Scott Wingerson, City Manager	Justin Allan Kindt			
ATTEST: hoth & B occhino	Angelica Kindt			
Ruth Bocchino, City Clerk	Angenca Kindi			
GRANTOR'S AG	CKNOWLEDGMENT			
STATE OF MISSOURI )				
COUNTY OF Clay ) ss.				
On this 15th day of Docember, 2011, before appeared Justin Allan & Angelica Kindt and who executed the foregoing instrument and acknowled and deed. And the said Justin Allan & Angelica Kindt	, to me known to be the persons described herein edged that they executed the same as their free act			
IN WITNESS WHEREOF, I have hereunto set my hand County, Missouri, the day and ye				
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			
	e esta une a com fara colletta			

# GRANTEE'S ACKNOWLEDGMENT

On this	ity of Gladstone, Missouri, a municipal s the corporate seal of the said corporation orporation by authority of it City Council,
IN WITNESS WHEREOF, I have hereunto set my hand and in County, Missouri, the day and year last about My commission expires:	
	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 #: 2018001995

Book: 8128 Page: 65

Type: EASE Pages: 4

Fee: \$33.00 \$ 20180001733



(Space above reserved for Recorder of Deeds certification)

1. Title: Drainage and Utility Easement

2. Date: | | 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-6E R-18-04

(4)

#### DRAINAGE AND UTILITY EASEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

THAT,	Builders & Fixers, LLC, a Missouri Limited Liability Company	
M.	(NAME OR NAMES)	
	215 NW 53 <sup>rd</sup> 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 <u>its</u> 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 <u>Builders & Fixers, LLC</u> is lawfully seized and possessed of the real estate above described, that <u>it</u> 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 <u>it</u> forever warrants and defends the title thereto against the lawful claims of all affecting the right and easement granted hereunder.

	hin hin
IN WITNESS WHEREOF, said Grantor does bereunto set the foregoing, this day of, 20,	hand and subscribed // name to
Scott Wingerson, City Manager	ANTOR: Bluft
ATTEST: Ruth E. Bachino	Paul B. Seibold, Jr Member
Ruth Bocchino, City Clerk	
GRANTOR'S ACKNOWLE	EDGMENT
STATE OF MISSOURI )	
COUNTY OF Clay ) ss.	
On this day of December, 201 personally appeared Paul B. Seibold, To. herein and who executed the foregoing instrumenton behalf that he executed the same as the free act and deed of	
IN WITNESS WHEREOF, I have hereunto set my hand an County, Missouri, the day and year	
My commission expires March 18, 2019.	Jotary Public within said County/St.  JENNIFER A. STAFFORD  Notary Public - Notary Seal  STATE OF MISSOURI  Clay County  My Commission Expires: March 18, 2019  Commission #15395199
GRANTEE'S ACKNOW	
On this	the City of Gladstone, Missouri, a municipal nent is the corporate seal of the said corporation said corporation by authority of it City Council,

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.
	Reberea Sure
	Notary Public Within Said County/St.

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 #: 2018001996

Book: 8128 Page: 66

Type: EASE Pages: 3

Fee: \$30.00 \$ 20180001733



(Space above reserved for Recorder of Deeds certification)

1. Title: Retaining Wall Easement

2. Date:

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.

3

RL- GE

R-18-04

#### RETAINING WALL EASEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

THAT,	Builders & Fixers, LLC, a Missouri Limited Liability Company	
	(NAME OR NAMES)	
	215 NW 53 <sup>rd</sup> 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 <u>its</u> 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 <u>Builders & Fixers</u>, <u>LLC</u> is lawfully seized and possessed of the real estate above described, that <u>it</u> 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 <u>it</u> 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_ the foregoing, this day of, 20	Highand and subscribed Mis_name to
CITY OF GLADSTONE, MO BY Scott Wingerson, City Manager  ATTEST: Ruth Bocchino, City Clerk	Paul B. Seibold, Jr Member
GRANTOR'S ACKNOWLE	DGMENT
STATE OF MISSOURI )	
COUNTY OF Clay ) ss.	
On this 19th day of December, 201	, before me, the undersigned Notary Public, to me known to be the person described of <u>Builders &amp; Fixers, LLC</u> and acknowledged the company.
IN WITNESS WHEREOF, I have hereunto set my hand and County, Missouri, the day and year land the commission expires March 18, 2019.  GRANTEE'S ACKNOWL	ast above written.  ptary Public within said County/St.  JENNIFER A. STAFFORD  Notary Public - Notary Seal  STATE OF MISSOURI  Clay County  My Commission Expires: March 18, 2019  Commission #15395199
ui.	
On this day of	ne City of Gladstone, Missouri, a municipal tent is the corporate seal of the said corporation aid corporation by authority of it City Council,
IN WITNESS WHEREOF, I have hereunto set my hand inCounty, Missouri, the day and year la	ast above written.
My commission expires: <u>MV 11</u> 2018.	Notary Public Within Said County/St.  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 #: 2018001997

Book: 8128 Page: 67

Type: EASE Pages:

Fee: \$30.00 S 20180001733



(Space above reserved for Recorder of Deeds certification)

- 1. Title: Sidewalk Easement
- 18/18 2. Date:
- 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- (8-04

#### SIDEWALK EASEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

THAT,	Builders & Fixers, LLC, a Missouri Limited Liability Company	
	(NAME OR NAMES)	
	215 NW 53 <sup>rd</sup> 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 <u>its</u> 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_the foregoing, thisday of 20	hand and subscribed hand to
CITY OF GLADSTONE, MO BY Scott Wingerson, City Manager  ATTEST: Ruth Bocchino, City Clerk	Paul B. Seibold, Jr Member
GRANTOR'S ACKNOWLE	DGMENT
IN WITNESS WHEREOF, I have hereunto set my hand and County, Missouri, the day and year land the County of the Coun	otary Public within said Crumy Public within said Crumy Public Within said Crumy Public - Notary Public - Notary Seal STATE OF MISSOURI Clay County  My Commission Expires: March 18, 2019  Commission #15395199
On this	ne City of Gladstone, Missouri, a municipal ent is the corporate seal of the said corporation aid corporation by authority of it City Council,
in County, Missouri, the day and year la	
My commission expires: MV 11, 2018.	Notary Public Within Said County/St.  REBECCA JARRETT Notary Public - Notary Seal STATE OF MISSOUR! 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:

Fee: \$30.00 S 20180001733



(Space above reserved for Recorder of Deeds certification)

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

2. Date:

- 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

# **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	
	e of Missouri, party of the second part, irst named grantee is 7010 N. Holmes, Gladstone, Missouri 64118)	
ofOne (\$1.00) in hand paid by the party of the by these presents, REMISE,	E SAID PARTY OF THE FIRST PART, in consideration of the sum ) dollar and other good and valuable considerations, to it the second part, the receipt for which is hereby acknowledged, does RELEASE and FOREEVER CONVEY RIGHT-OF-WAY unto the , 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.
Justin Allan Kindt  Angelica Kindt
ACKNOWLEDGMENT
STATE OF Missour
COUNTY OF Clay }} ss
On this
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in, the day and year last above written.
My commission expires March 18, 2019.  Page 3 of 3  Notary Public within said County/St.  JENNIFER A. STAFFORD  Notary Public - Notary Seel  STATE OF MISSOURI  Clay County  My Commission Expires: March 18, 2019

Commission #15395199

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

Instr #: 2018001999

Book: 8128 Page: 69

Type: QC Pages:

Fee: \$30.00 S 20180001733



(Space above reserved for Recorder of Deeds certification)

Quit-Claim Deed 1. Title:

2. Date:

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-SE 1-18-04

# **Quit-Claim Deed**

This Indenture, made on this _	day of 2017, by and between
	Virginia Mae Henley
County of Clay, State of Mis	souri, party of the first part, and
	City of Gladstone
	of Missouri, party of the second part, t named grantee is 7010 N. Holmes, Gladstone, Missouri 64118)
ofOne (\$1.00) in hand paid by the party of the by these presents, REMISE, R said party of the second part, t	SAID PARTY OF THE FIRST PART, in consideration of the sum dollar and other good and valuable considerations, to it is second part, the receipt for which is hereby acknowledged, does ELEASE and FOREEVER CONVEY RIGHT-OF-WAY unto the following described lots, tracts or parcels of land lying, being LAY, 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:) **ACKNOWLEDGMENT** STATE OF Missouri COUNTY OF CLAM }} ss 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 Missouri, the day and year office in last above written. 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