

RESOLUTION NO. R-18-15

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 "X" through "JJ" are hereby accepted. Easement labeling is a continuation of the easements submitted and accepted under resolutions R-17-54, R-17-56, and R-18-04.

Temporary Construction Easements

"X" – Arnulfo Mendoza & Araceli Creollo	5406 NW Broadway Avenue
"Y" – Betty Jean McElhany	5210 NW Old Pike Road
"Z" – Maurice William Chastain Revocable Trust	5212 NW Old Pike Road
"AA" – Earl William Millsap	5400 NW Old Pike Road
"BB" – Juan Jose Minaya Ventura	5221 NW Old Pike Road
"CC" – Elisa A. Hamby	400 NW 53 rd Street
"DD" – Diana A. Garzee	401 NW 53 rd Street

Permanent Easements

"EE" – Lee Anne Dollins	5409 N. Broadway Avenue
"FF" - Arnulfo Mendoza & Araceli Creollo	5406 NW Broadway Avenue
"GG" – Elisa A. Hamby	400 NW 53 rd Street
"HH" – Diana A. Garzee	401 NW 53 rd Street

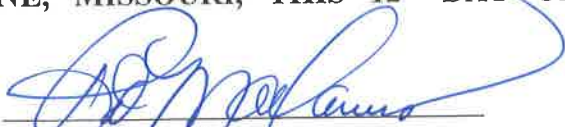
Quit-Claim Deed

"II" – Betty Jean McElhany	5210 NW Old Pike Road
"JJ" - Maurice William Chastain Revocable Trust	5212 NW Old Pike Road

FURTHER, THAT, the City Manager of the City of Gladstone is hereby authorized to execute, 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, SIGNED, AND MADE EFFECTIVE BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 12th DAY OF FEBRUARY, 2018.



R.D. Mallams, Mayor

ATTEST:



Ruth E. Bocchino, City Clerk



Request for Council Action

RES # R-18-15

BILL # City Clerk Only

ORD # City Clerk Only

Date: 1/30/2018

Department: Public Works

Meeting Date Requested: 2/12/2018

Public Hearing: Yes Date: [Click here to enter a date.](#)

Subject: Old Pike Road Improvements – Vivion Road to NW Englewood Rd. Project #TP1712

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

Budget Discussion: Funds are budgeted in the amount of \$ 2,000,000.00 from the TST Fund. Ongoing costs are estimated to be \$ N/A annually. Previous years' funding was \$N/A

Public/Board/Staff Input: Staff requests that the easements and Quit-Claim Deeds for new right-of-way listed on the attached resolution be submitted to the City Council for acceptance. Easement labeling is a continuation of the easements submitted and accepted under resolutions R-17-54, R-17-56, and R-18-04. With these easements 25 of 29 have been acquired.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Timothy A. Nebergall
Department Director/Administrator

City Attorney


City Manager

Recorded in Clay County, Missouri



Recording Date/Time: 03/08/2018 at 01:06:35 PM

Instr #: 2018006946

Book: 8155

Page: 45

Type: EASE

Pages: 3

Fee: \$30.00 S 20180005850



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Temporary Construction Easement

2. **Date:** 2/12/18

3. **Grantor (s):** Juan Jose Minaya Ventura

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 Lot 36 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

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Juan Jose Minaya Ventura
(Name)

5221 Northwest 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 Lot 36 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 12 day of February, 2018.

CITY OF GLADSTONE

By Scott Wiggerson
Scott Wiggerson, City Manager

Attest: Ruth Bocchino
Ruth Bocchino, City Clerk

GRANTOR:

Juan Jose Minaya Ventura
Juan Jose Minaya Ventura

GRANTOR'S ACKNOWLEDGMENT

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

STATE OF MISSOURI
COUNTY OF Clay ss.

On this 29th day of January, 2018, before me, the undersigned Notary Public, personally appeared Juan Jose Minaya Ventura 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 Juan Jose Minaya Ventura further declared himself 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.

My commission expires March 18, 2019

Jennifer A. Stafford
Notary Public Within Said County and State

GRANTEE'S ACKNOWLEDGMENT

On this 11th day of February, 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 11-11-18.

Rebecca Jarrett
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: 03/08/2018 at 01:06:35 PM

Instr #: 2018006945

Book: 8155 Page: 44

Type: EASE

Pages: 3

Fee: \$30.00 S 20180005850



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Temporary Construction Easement

2. **Date:**

2/12/18

3. **Grantor (s):** Earl William Millsap

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 159 feet of the East 140 feet of Lot 6, FILGER ACRES, a subdivision in Gladstone, Clay County, Missouri, together with that part of vacated Walnut Street, as shown on the plat, lying Southerly and adjacent to said tract, containing 5,370.00 square feet or 0.1233 acres, more or less.

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

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Earl William Millsap
(Names)

5400 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 South 159 feet of the East 140 feet of Lot 6, FILGER ACRES, a subdivision in Gladstone, Clay County, Missouri, together with that part of vacated Walnut Street, as shown on the plat, lying Southerly and adjacent to said tract, containing 5,370.00 square feet or 0.1233 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 12 day of February, 2018

CITY OF GLADSTONE
By Scott Wingerson
Scott Wingerson, City Manager

GRANTOR: Earl William Millsap
Earl William Millsap

Attest: Ruth Bocchino
Ruth Bocchino, City Clerk

GRANTORS' ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF Clay ss.

On this 19th day of January, 2018, before me, the undersigned Notary Public, personally appeared Earl William Millsap 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 Earl William Millsap further declared himself 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 L. Sprink
Notary Public Within Said County and State

My commission expires March 25, 2020.

Jennifer L. Sprink
Notary Public - Notary Seal
Clay County, State of Missouri
My Commission Expires March 25, 2020
12319212

GRANTEE'S ACKNOWLEDGMENT

On this 14th day of February, 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 11-11-18.

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

Recorded in Clay County, Missouri



Recording Date/Time: 03/08/2018 at 01:06:35 PM

Instr #: 2018006944

Book: 8155 Page: 43

Type: EASE

Pages: 3

Fee: \$30.00 S 20180005850



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Temporary Construction Easement

2. **Date:** 2/12/18

3. **Grantor (s):** Arnulfo Mendoza & Araceli Creollo, 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 103 feet of Lot 7, OLD PIKE RIDGE, a subdivision in Gladstone, Clay County, Missouri, containing 3,090.01 square feet or 0.0709 acres, more or less.

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

91A07

R-18-15

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Arnulfo Mendoza & Araceli Creollo
(Names)

5406 NW Broadway, 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 103 feet of Lot 7, OLD PIKE RIDGE, a subdivision in Gladstone, Clay County, Missouri, containing 3,090.01 square feet or 0.0709 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 12 day of February, 2014.

CITY OF GLADSTONE
By Scott Wingerson
Scott Wingerson, City Manager

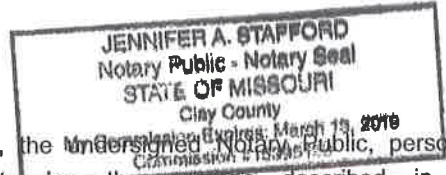
GRANTORS:
Arnulfo Mendoza
Arnulfo Mendoza

Attest: Ruth Bocchino
Ruth Bocchino, City Clerk

Araceli Creollo
Araceli Creollo

GRANTORS' ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF Clay ss.



On this 30th day of January, 2018, before me, the undersigned Notary Public, personally appeared Arnulfo Mendoza & Araceli Creollo 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 Arnulfo Mendoza & Araceli Creollo further declared themselves to be married.

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.

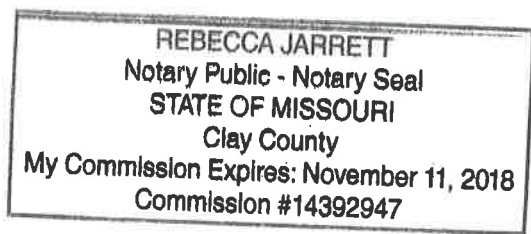
GRANTEE'S ACKNOWLEDGMENT

On this 14th day of February, 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 11-11-18.



Recorded in Clay County, Missouri



Recording Date/Time: 03/08/2018 at 01:06:35 PM

Instr #: 2018006943

Book: 8155 Page: 42

Type: EASE

Pages: 4

Fee: \$33.00 \$ 20180005850



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Drainage Easement

2. **Date:**

2/12/18

3. **Grantors:** Arnulfo Mendoza & Araceli Creollo, husband and wife

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

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

6. **Legal Description:**

Part of the South 103 feet of Lot 7, OLD PIKE RIDGE, a subdivision in Gladstone, Clay County, Missouri, being more particularly described as follows:

Commencing at the Southeast corner of said Lot 7, said point also being on the West Right-of-Way line of Old Pike Road, as now established; thence North 00°27'06" East, along the East line of said Lot 7, and along the West Right-of-Way line of said Old Pike Road, a distance of 60.07 feet, to the Point of Beginning; thence North 89°32'54" West, departing the East line of said Lot 7 and the West Right-of-Way line of said Old Pike Road, a distance of 100.00 feet; thence North 00°27'06" East, along a line that is parallel with the East line of said Lot 7, a distance of 20.00 feet; thence South 89°32'54" East, a distance of 100.00 feet, to a point on the East line of said Lot 7, said point also being on the West Right-of-Way line of said Old Pike Road; thence South 00°27'06" West, along the East line of said Lot 7, and along the West Right-of-Way line of said Old Pike Road, a distance of 20.00 feet, to the Point of Beginning, containing 2,000.00 square feet or 0.0459 acres, more or less.

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

91AD

2-18-15

4

DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Arnulfo Mendoza & Araceli Creollo
(NAME OR NAMES)
5406 NW Broadway, 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:

Part of the South 103 feet of Lot 7, OLD PIKE RIDGE, a subdivision in Gladstone, Clay County, Missouri, being more particularly described as follows:

Commencing at the Southeast corner of said Lot 7, said point also being on the West Right-of-Way line of Old Pike Road, as now established; thence North 00°27'06" East, along the East line of said Lot 7, and along the West Right-of-Way line of said Old Pike Road, a distance of 60.07 feet, to the Point of Beginning; thence North 89°32'54" West, departing the East line of said Lot 7 and the West Right-of-Way line of said Old Pike Road, a distance of 100.00 feet; thence North 00°27'06" East, along a line that is parallel with the East line of said Lot 7, a distance of 20.00 feet; thence South 89°32'54" East, a distance of 100.00 feet, to a point on the East line of said Lot 7, said point also being on the West Right-of-Way line of said Old Pike Road; thence South 00°27'06" West, along the East line of said Lot 7, and along the West Right-of-Way line of said Old Pike Road, a distance of 20.00 feet, to the Point of Beginning, containing 2,000.00 square feet or 0.0459 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 Arnulfo Mendoza & Araceli Creollo 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 30 day of January, 2018.

CITY OF GLADSTONE, MO

GRANTORS:

BY Scott Wingerson
Scott Wingerson, City Manager

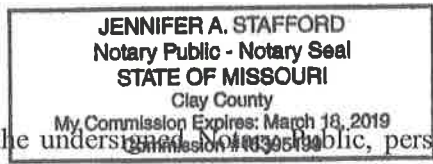
Arnulfo Mendoza
Arnulfo Mendoza

ATTEST: Ruth Bocchino
Ruth Bocchino, City Clerk

Araceli Creollo
Araceli Creollo

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF Clay)



On this 30th day of January, 2018, before me, the undersigned Notary Public, personally appeared Arnulfo Mendoza & Araceli Creollo, 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 Arnulfo Mendoza & Araceli Creollo 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 14th day of February, 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: 11-11-18.



Recorded in Clay County, Missouri



Recording Date/Time: 03/08/2018 at 01:06:35 PM

Instr #: 2018006942

Book: 8155 Page: 41

Type: EASE

Pages: 4

Fee: \$33.00 S 20180005850



Kalee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

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

2. **Date:** 2/12/18

3. **Grantors:** Diana A. Garzee

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

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

6. **Legal Description:**

The east 7.50 feet of Lot 4, ELM WOODS, a subdivision in Gladstone, Clay County, Missouri

9/10

R-13-15

4

SIDEWALK AND UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Diana A. Garzee
(NAME OR NAMES)
401 Northwest 53rd Street, 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 for the location, construction, reconstruction, maintenance, removal, operation and repair of a public sidewalk and for the location, construction, reconstruction, maintenance, removal, operation and repair of utilities including water, sewer, gas, phone, and electricity, under, through and over the following described tract of land lying, being and situated in the City of Gladstone, Clay County, Missouri, to-wit:

The east 7.50 feet of Lot 4, ELM WOODS, a subdivision in Gladstone, Clay County, Missouri

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 her 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 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, and the **GRANTEE** will repair any damage to fences, pavement, curb or sod in any way arising in connection with the 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 Diana A. Garzee is lawfully seized and possessed of the real estate above described, that she 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 she 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 her hand and subscribed her name to the foregoing, this 31 day of January, 2018

CITY OF GLADSTONE, MO

BY [Signature]
Scott Wingerson, City Manager

GRANTOR:
[Signature]
Diana A. Garzee

ATTEST: [Signature]
Ruth Bocchino, City Clerk

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF Clay)



On this 31st day of January, 2018, before me, the undersigned Notary Public, personally appeared Diana A. Garzee, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed. And the said Diana A. Garzee further declares herself to be unmarried.

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.

[Signature]
Notary Public within said County/St.

My commission expires March 18, 2019.

GRANTEE'S ACKNOWLEDGMENT

On this 14th day of February, 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.

My commission expires: 11-11-18.

Rebecca Jarrett
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

Recorded in Clay County, Missouri



Recording Date/Time: 03/08/2018 at 01:06:35 PM

Instr #: 2018006941

Book: 8155 Page: 40

Type: EASE

Pages: 3

Fee: \$30.00 S 20180005850



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Temporary Construction Easement

2. **Date:**

2/12/18

3. **Grantor (s):** Diana A. Garzee

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

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

6. **Legal Description:**

All of the Northerly 35.00 feet and the Easterly 55.00 feet of Lot 4, ELM WOODS, a subdivision in Gladstone, Clay County, Missouri; containing 9,738.48 square feet or 0.2236 acres, more or less.

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

91AD

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Diana A. Garzee
(Names)

401 Northwest 53rd Street, 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 Northerly 35.00 feet and the Easterly 55.00 feet of Lot 4, ELM WOODS, a subdivision in Gladstone, Clay County, Missouri; containing 9,738.48 square feet or 0.2236 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 12 day of February, 2018.

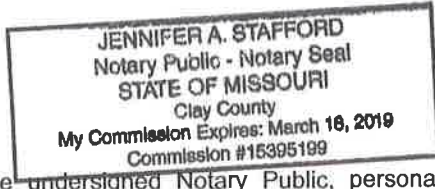
CITY OF GLADSTONE
By Scott Wingerson
Scott Wingerson, City Manager

GRANTORS:
Diana A. Garzee
Diana A. Garzee

Attest: Ruth Bocchino
Ruth Bocchino, City Clerk

GRANTORS' ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF Clay ss.



On this 31st day of January, 2018, before me, the undersigned Notary Public, personally appeared Diana A. Garzee to me known to be the persons described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed. And the said Diana A. Garzee 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.

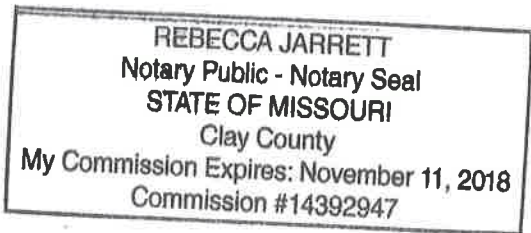
GRANTEE'S ACKNOWLEDGMENT

On this 14th day of February, 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 11-11-18.





Recording Date/Time: 03/08/2018 at 01:06:35 PM

Instr #: 2018006940

Book: 8155 Page: 39

Type: EASE

Pages: 5

Fee: \$36.00 S 20180005850



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Retaining Wall and Utility Easement

2. **Date:** 2/12/18

3. **Grantors:** Elisa A. Hamby

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 Lot 3, ELM WOODS, a subdivision in Gladstone, Clay County, Missouri, said point also being the Southeast 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 19°05'41" East, along the Easterly line of said Lot 3, and along the Westerly Right-of-Way line of said Old Pike Road, a distance of 40.12 feet, to the Point of Beginning; thence continuing South 19°05'41" East, along the Easterly line of said Lot 3, and along the Westerly Right-of-Way line of said Old Pike Road, a distance of 69.88 feet, to a point of curvature; thence Southeasterly, Southerly, and Southwesterly, continuing along the Easterly line of said Lot 3, and along the Westerly Right-of-Way line of said Old Pike Road, and along the Southerly line of said Lot 3, and along the Northerly Right-of-Way line of 53rd Street North, as platted, a/k/a N.W. 53rd Street, as now established, and along a curve to the right, having a radius of 40.00 feet, a central angle of 62°00'42", a distance of 43.29 feet, to a point on a non-tangent line; thence North 05°16'44" East, departing the Southerly line of said Lot 3 and the Northerly Right-of-Way line of said N.W. 53rd Street, a distance of 24.79

9/1A/11

R-18-15

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feet; thence North $19^{\circ}05'41''$ West, along a line that is parallel with the Easterly line of said Lot 3, a distance of 82.62 feet; thence North $70^{\circ}54'19''$ East, a distance of 11.00 feet, to the Point of Beginning, containing 1,057.15 square feet or 0.0243 acres, more or less; AND

The northerly 55.00 feet of the easterly 7.50 feet of Lot 3, ELM WOODS, a subdivision in Gladstone, Clay County, Missouri, containing 412.50 square feet or 0.00947 acres, more or less.

RETAINING WALL AND UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Elisa A. Hamby
(NAME OR NAMES)
400 Northwest 53rd Street, 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 for the location, construction, reconstruction, maintenance, removal, operation and repair of a retaining wall, utility, 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 Lot 3, ELM WOODS, a subdivision in Gladstone, Clay County, Missouri, said point also being the Southeast 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 19°05'41" East, along the Easterly line of said Lot 3, and along the Westerly Right-of-Way line of said Old Pike Road, a distance of 40.12 feet, to the Point of Beginning; thence continuing South 19°05'41" East, along the Easterly line of said Lot 3, and along the Westerly Right-of-Way line of said Old Pike Road, a distance of 69.88 feet, to a point of curvature; thence Southeasterly, Southerly, and Southwesterly, continuing along the Easterly line of said Lot 3, and along the Westerly Right-of-Way line of said Old Pike Road, and along the Southerly line of said Lot 3, and along the Northerly Right-of-Way line of 53rd Street North, as platted, a/k/a N.W. 53rd Street, as now established, and along a curve to the right, having a radius of 40.00 feet, a central angle of 62°00'42", a distance of 43.29 feet, to a point on a non-tangent line; thence North 05°16'44" East, departing the Southerly line of said Lot 3 and the Northerly Right-of-Way line of said N.W. 53rd Street, a distance of 24.79 feet; thence North 19°05'41" West, along a line that is parallel with the Easterly line of said Lot 3, a distance of 82.62 feet; thence North 70°54'19" East, a distance of 11.00 feet, to the Point of Beginning, containing 1,057.15 square feet or 0.0243 acres, more or less; AND

The northerly 55.00 feet of the easterly 7.50 feet of Lot 3, ELM WOODS, a subdivision in Gladstone, Clay County, Missouri, containing 412.50 square feet or 0.00947 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 her 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 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, and the GRANTEE will repair any damage to fences, pavement, curb or sod in any way arising in connection with the 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 Elisa A. Hamby is lawfully seized and possessed of the real estate above described, that she 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 she 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 her hand and subscribed her name to the foregoing, this 31 day of January, 2018

CITY OF GLADSTONE, MO

GRANTOR:

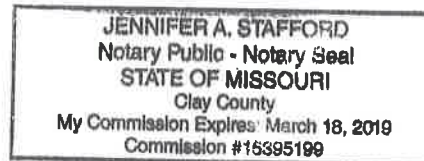
BY Scott Wingerson
Scott Wingerson, City Manager

Elisa A. Hamby
Elisa A. Hamby

ATTEST: Ruth Bocchino
Ruth Bocchino, City Clerk

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF Clay)



On this 31st day of January, 2018, before me, the undersigned Notary Public, personally appeared Elisa A. Hamby, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed. And the said Elisa A. Hamby further declares herself to be unmarried.

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 14th day of February, 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.

My commission expires: 11-11-18.

Rebecca Jarrett
Notary Public Within Said County/St.





Recording Date/Time: 03/08/2018 at 01:06:35 PM

Instr #: 2018006939

Book: 8155 Page: 38

Type: EASE

Pages: 3

Fee: \$30.00 S 20180005850



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Temporary Construction Easement

2. **Date:**

2/12/18

3. **Grantor (s):** Elisa A. Hamby

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

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

6. **Legal Description:**

Beginning at the Northeast corner of Lot 3, ELM WOODS, a subdivision in Gladstone, Clay County, Missouri, said point also being the Southeast 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 19°05'41" East, along the Easterly line of said Lot 3, and along the Westerly Right-of-Way line of said Old Pike Road, a distance of 40.12 feet; thence South 70°54'19" West, departing the Easterly line of said Lot 3 and the Westerly Right-of-Way line of said Old Pike Road, a distance of 10.00 feet; thence North 19°05'41" West, along a line that is parallel with the Easterly line of said Lot 3, a distance of 40.84 feet, to a point on the Northerly line of said Lot 3, said point also being on the Southerly line of said Lot 2; thence North 75°01'15" East, along the Northerly line of said Lot 3, and along the Southerly line of said Lot 2, a distance of 10.03 feet, to the Point of Beginning, containing 404.80 square feet or 0.0093 acres, more or less; AND

All of the Southerly 30.00 feet of said Lot 3, containing 3,866.16 square feet or 0.0888 acres, more or less.

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

R-18-15

9/AD

3

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Elisa A. Hamby
(Names)

400 Northwest 53rd Street, 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 acknowledged, 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:

Beginning at the Northeast corner of Lot 3, ELM WOODS, a subdivision in Gladstone, Clay County, Missouri, said point also being the Southeast 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 19°05'41" East, along the Easterly line of said Lot 3, and along the Westerly Right-of-Way line of said Old Pike Road, a distance of 40.12 feet; thence South 70°54'19" West, departing the Easterly line of said Lot 3 and the Westerly Right-of-Way line of said Old Pike Road, a distance of 10.00 feet; thence North 19°05'41" West, along a line that is parallel with the Easterly line of said Lot 3, a distance of 40.84 feet, to a point on the Northerly line of said Lot 3, said point also being on the Southerly line of said Lot 2; thence North 75°01'15" East, along the Northerly line of said Lot 3, and along the Southerly line of said Lot 2, a distance of 10.03 feet, to the Point of Beginning, containing 404.80 square feet or 0.0093 acres, more or less; AND

All of the Southerly 30.00 feet of said Lot 3, containing 3,866.16 square feet or 0.0888 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 12 day of February, 2018.

CITY OF GLADSTONE
By Scott Wingerson
Scott Wingerson, City Manager

GRANTOR:
Elisa A. Hamby
Elisa A. Hamby

Attest: Ruth Bocchino
Ruth Bocchino, City Clerk

GRANTORS' ACKNOWLEDGMENT

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

STATE OF MISSOURI
COUNTY OF Clay ss.

On this 31st day of January, 2018, before me, the undersigned Notary Public, personally appeared Elisa A. Hamby 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 Elisa A. Hamby 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 14th day of February, 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 11-11-18.

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

Recorded in Clay County, Missouri



Recording Date/Time: 03/08/2018 at 01:06:35 PM

Instr #: 2018006938

Book: 8155 Page: 37

Type: QC

Pages: 4

Fee: \$33.00 S 20180005850



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Quit-Claim Deed
2. **Date:** JANUARY 4th, 2018
3. **Grantor (s):** The Maurice William Chastain Revocable Trust dated the 17th day of March 1993
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 5, ELM Woods, a subdivision in Gladstone, Clay County, Missouri; said point also being the Southeast corner of Lot 4, of said ELM WOODS, said point also being on the Westerly Right-of-Way line of Old Pike Road, as now established; thence South 19°05'41" East, along the Easterly line of said Lot 5, and along the Westerly Right-of-Way line of said Old Pike Road, a distance of 32.56 feet; thence South 02°25'41" East, continuing along the Easterly line of said Lot 5, and along the Westerly Right-of-Way line of said Old Pike Road, a distance of 98.71 feet, to the Southeast corner of said Lot 5, said point also being the Northeast corner of Lot 6, of said ELM WOODS; thence South 87°35'41" West, departing the Westerly Right-of-Way line of said Old Pike Road, and along the South line of said Lot 5, and along the North line of said Lot 6, a distance of 5.00 feet; thence North 02°25'41" West, departing the South line of said Lot 5 and the North line of said Lot 6, a distance of 2.18 feet, to a point of curvature; thence Northerly, along a curve to the left, having a radius of 773.00 feet, and a central angle of 09°23'48", a distance of 126.78 feet, to a point on a non-tangent line, said point also being on the North line of said Lot 5, said point also being on the South line of said Lot 4; thence North 73°30'43" East, along the North line of said Lot 5, and along the

South line of said Lot 4, a distance of 6.22 feet, to the Point of Beginning, containing 950.13 square feet or 0.0218 acres, more or less.

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

Quit-Claim Deed

This Indenture,
made on this

12 February ²⁰¹⁸ day of ~~2017~~, by and between

Maurice William Chastain, Trustee for the Maurice William Chastain Revocable Trust dated the 17th day of March 1993

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 Lot 5, ELM Woods, a subdivision in Gladstone, Clay County, Missouri; said point also being the Southeast corner of Lot 4, of said ELM WOODS, said point also being on the Westerly Right-of-Way line of Old Pike Road, as now established; thence South 19°05'41" East, along the Easterly line of said Lot 5, and along the Westerly Right-of-Way line of said Old Pike Road, a distance of 32.56 feet; thence South 02°25'41" East, continuing along the Easterly line of said Lot 5, and along the Westerly Right-of-Way line of said Old Pike Road, a distance of 98.71 feet, to the Southeast corner of said Lot 5, said point also being the Northeast corner of Lot 6, of said ELM WOODS; thence South 87°35'41" West, departing the Westerly Right-of-Way line of said Old Pike Road, and along the South line of said Lot 5, and along the North line of said Lot 6, a distance of 5.00 feet; thence North 02°25'41" West, departing the South line of said Lot 5 and the North line of said Lot 6, a distance of 2.18 feet, to a point of curvature; thence Northerly, along a curve to the left, having a radius of 773.00 feet, and a central angle of 09°23'48", a distance of 126.78 feet, to a point on a non-tangent line, said point also being on the North line of said Lot 5, said point also being on the South line of said Lot 4; thence North 73°30'43" East, along the North line of said Lot 5, and along the South line of said Lot 4, a distance of 6.22 feet, to the Point of Beginning, containing 950.13 square feet or 0.0218 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:)

Maurice William Chastain, Trustee
Maurice William Chastain, Trustee

ACKNOWLEDGMENT

STATE OF Missouri
COUNTY OF Clay }} ss

On this 5th day of January, 2018
Before me, the undersigned Notary Public, personally appeared, Maurice William Chastain, to me known to be the person(s) described herein and who executed the same with authority and as the free act and deed of said Trust.

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

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

My commission expires March 18, 2019.



Recorded in Clay County, Missouri



Recording Date/Time: 03/08/2018 at 01:06:35 PM

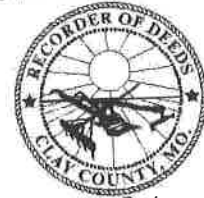
Instr #: 2018006937

Book: 8155 Page: 36

Type: EASE

Pages: 3

Fee: \$30.00 S 20180005850



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Temporary Construction Easement

2. **Date:** JANUARY 4th, 2018

3. **Grantor (s):** The Maurice William Chastain Revocable Trust dated the 17th day of March 1993

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 Lot 5, ELM WOODS, an addition in Gladstone, Clay County, Missouri, containing 5,052.54 square feet or 0.1160 acres, more or less.

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

R-18-15

9/1/18 =

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Maurice William Chastain, Trustee
(Names)

5212 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 Lot 5, ELM WOODS, an addition in Gladstone, Clay County, Missouri, containing 5,052.54 square feet or 0.1160 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 5th day of January, 2018.

CITY OF GLADSTONE

By Scott Wingerson
Scott Wingerson, City Manager

GRANTORS:

Maurice William Chastain, Trustee
Maurice William Chastain, Trustee

Attest: Ruth Bocchino
Ruth Bocchino, City Clerk

GRANTORS' ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF Clay ss.

JENNIFER A. STAFFORD
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: March 18, 2019
Commission #15308199

On this 5th day of January, 2018, before me, the undersigned Notary Public, personally appeared Maurice William Chastain to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they he executed the same as the free act and deed of said Trust.

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 14th day of February, 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 11-11-18.

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

Recorded in Clay County, Missouri



Recording Date/Time: 03/08/2018 at 01:06:35 PM

Instr #: 2018006936

Book: 8155 Page: 35

Type: EASE

Pages: 3

Fee: \$30.00 S 20180005850



Kalee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Temporary Construction Easement

2. **Date:** 2/12/18

3. **Grantor (s):** Betty Jean McElhany, 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 Easterly 40.00 feet of Lot 6 ELM WOODS, a subdivision in Gladstone, Clay County, Missouri; containing 4,395.50 square feet or 0.1009 acres, more or less.

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

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Betty Jean McElhany
(Names)

5210 Northwest Old Pike Road, Gladstone, MO
(Address)

of Clay County, Missouri, hereinafter called the **GRANTORS**, for and in consideration of Eight Hundred Dollars (\$800.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, 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 6 ELM WOODS, a subdivision in Gladstone, Clay County, Missouri; containing 4,395.50 square feet or 0.1009 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 12 day of February, 2018.

CITY OF GLADSTONE

By Scott Wingerson
Scott Wingerson, City Manager

GRANTOR:

Betty Jean McElhany
Betty Jean McElhany

Attest: Ruth Bocchino
Ruth Bocchino, City Clerk

GRANTORS' ACKNOWLEDGMENT

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

STATE OF MISSOURI
COUNTY OF Clay ss.

On this 4th day of January, 2018, before me, the undersigned Notary Public, personally appeared Betty Jean McElhany, 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 Betty Jean McElhany 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 14th day of February, 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 11-11-18.

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

Recorded in Clay County, Missouri



Recording Date/Time: 03/08/2018 at 01:06:35 PM

Instr #: 2018006947

Book: 8155 Page: 46

Type: EASE

Pages: 3

Fee: \$30.00 S 20180005850



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Drainage Easement

2. **Date:**

2/12/18

3. **Grantors:** Lee Anne Dollins

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

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

6. **Legal Description:**

All of the South 10.00, of the West 30.00 feet, of said Lot 40, containing 300.00 square feet or 0.0069 acres, more or less.

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

9110

2-18-15

3

DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Lee Anne Dollins
(NAME OR NAMES)
5409 North Broadway, 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:

All of the South 10.00, of the West 30.00 feet, of said Lot 40, containing 300.00 square feet or 0.0069 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 Lee Anne Dollins is lawfully seized and possessed of the real estate above described, that she 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 she 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 her hand and subscribed her name to the foregoing, this 29 day of January, 2018

CITY OF GLADSTONE, MO

GRANTOR:

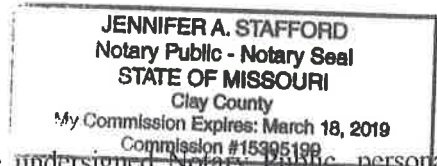
BY Scott Wingerson
Scott Wingerson, City Manager

Lee Anne Dollins
Lee Anne Dollins

ATTEST: Ruth Bocchino
Ruth Bocchino, City Clerk

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI)
COUNTY OF Clay) ss.



On this 29th day of January, 2018, before me, the undersigned Notary Public, personally appeared Lee Anne Dollins, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed. And the said Lee Anne Dollins further declares herself to be unmarried.

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 14th day of February, 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.
REBECCA JARRETT
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: November 11, 2018
Commission #14392947

My commission expires: 11-11-18



Recording Date/Time: 03/13/2018 at 09:14:52 AM

Instr #: 2018007368

Book: 8157 Page: 62

Type: QC

Pages: 3

Fee: \$30.00 S 20180006207



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

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

2. **Date:** 2/12/18

3. **Grantor (s):** Betty Jean McElhany, a single person

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

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

6. **Legal Description:**

All of the Easterly 5.00 feet of Lot 6 ELM WOODS, a subdivision in Gladstone, Clay County, Missouri; containing 549.90 square feet or 0.0126 acres, more or less.

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

Plat - Gladstone
Attn: Rath

R-18-15

Quit-Claim Deed

This Indenture,
made on this

12 February ²⁰¹⁸ day of 2017, by and between

Betty Jean McElhany, a single person

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)

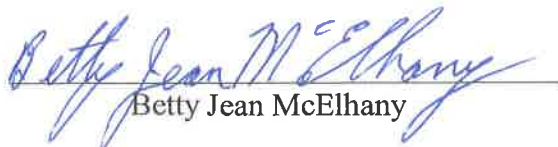
WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum ofOne Thousand Dollars (\$1,000.00)..... dollar and other good and valuable considerations, to it in hand paid by the party of the second part, the receipt for which is hereby acknowledged, does by these presents, REMISE, 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:

All of the Easterly 5.00 feet of Lot 6 ELM WOODS, a subdivision in Gladstone, Clay County, Missouri; containing 549.90 square feet or 0.0126 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:)


Betty Jean McElhany

ACKNOWLEDGMENT

STATE OF Missouri
COUNTY OF Clay }} ss

On this 4th day of January, 2018
Before me, the undersigned Notary Public, personally appeared, Betty Jean McElhany,
to me known to be the person(s) described herein and who executed the foregoing instrument.
And the said Betty Jean McElhany 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 County, MO, the day and year
last above written.*

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

My commission expires March 18, 2019.

