RESOLUTION NO. R-18-15

CERTAIN FROM **EASEMENTS** RESOLUTION ACCEPTING 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

5406 NW Broadway Avenue "X" - Arnulfo Mendoza & Araceli Creollo

5210 NW Old Pike Road "Y" - Betty Jean McElhany

5212 NW Old Pike Road "Z" - Maurice William Chastain Revocable Trust

5400 NW Old Pike Road "AA" - Earl William Millsap 5221 NW Old Pike Road

"BB" - Juan Jose Minaya Ventura 400 NW 53rd Street "CC" - Elisa A. Hamby

401 NW 53rd Street "DD" - Diana A. Garzee

Permanent Easements

5409 N. Broadway Avenue "EE" - Lee Anne Dollins

5406 NW Broadway Avenue "FF" - Arnulfo Mendoza & Araceli Creollo

400 NW 53rd Street "GG" – Elisa A. Hamby 401 NW 53rd Street "HH" - Diana A. Garzee

Ouit-Claim Deed

5210 NW Old Pike Road "II" - Betty Jean McElhany

5212 NW Old Pike Road "JJ" - Maurice William Chastain Revocable Trust

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 Cler | k Only | ORD # City Clerk Only |
|--|--|------------------|--|
| Date: 1/30/2018 | | | Department: Public Works |
| Meeting Date Requested: 2/1 | 2/2018 | | |
| Public Hearing: Yes Date: Click here to enter a date. | | | |
| Subject: Old Pike Road Impr | ovements – Vivion Roa | d to NW Englev | wood 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 | | | |
| on the attached resolution be s | submitted to the City Co ad accepted under resolu | uncil for accept | -Claim Deeds for new right-of-way listed tance. Easement labeling is a continuation R-17-56, and R-18-04. With these |
| Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor | | | |
| Timothy A. Nebergall Department Director/Admini | istrator | City Attorney | City Manager |

Page: 45

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

Instr #: 2018006946

Book: 8155

EASE Pages: 3

Fee: \$30.00 S 20180005850

(Space above reserved for Recorder of Deeds certification)

Type:

- 1. Title: Temporary Construction Easement
- 2/12/18 2. Date:
- 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

R-18-15

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 a 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 day of |
| By Scott Wingerson, City Manager Attest: Ruth Bocchino, City Clerk GRANTOR: Juan Jose Mingra Ventura |

GRANTOR'S ACKNOWLEDGMENT

Notary Public - Notary Seal STATE OF MISSOURI STATE OF MISSOURI Clay County COUNTY OF SS. My Commission Expires: March 18, 2019 Commission #15395199 before me, the undersigned Notary Public, On this day of the person described in and who executed be appeared Juan Jose Minaya Ventura to me known to 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. IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Notariah Seal at my office in County, Missouri, the day and year last above written. Notary Public Within Said County and State My commission expires ******************************** GRANTEE'S ACKNOWLEDGMENT , before me, this undersigned Notary Public, On this __, to me personally known, who being by me duly sworn, did say that he is the personally appeared Scott Wingerson 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 County, Missouri, the day and year last above written.

REBECCA JARRETT
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County

Notary Public Within Said County and State

JENNIFER A. STAFFORD

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

EASE Type: Pages: 3

\$30.00 S 20180005850 Fee:

Katee Porter Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

- 1. Title: Temporary Construction Easement
- 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

Page 1 of 3 2-18-15

TEMPORARY CONSTRUCTION EASEMENT

| KNOW ALL MEN BY THESE | PRESENTS: |
|--|--|
| THAT, | Earl William Millsap (Names) |
| | (Names) |
| | 5400 Northwest Old Pike Road, Gladstone, MO |
| advantages to be gained hereby acknowledge, do h the State of Missouri, here | (Address) hereinafter called the GRANTORS , for and in consideration of One Dollar (\$1.00) and the from the construction on and adjacent to the lands hereafter described, the receipt of which is ereby grant, sell, convey and confirm unto the CITY OF GLADSTONE, a municipal corporation of after called GRANTEE , as temporary easement to construct, grade, regrade, or perform any and all rk on or across the following described land: |
| subdivision in Gl | y 30.00 feet of the South 159 feet of the East 140 feet of Lot 6, FILGER ACRES, a adstone, Clay County, Missouri, together with that part of vacated Walnut Street, as shown on utherly and adjacent to said tract, containing 5,370.00 square feet or 0.1233 acres, more or |
| construction. Upon comple | replace any fences, pavement, and/or other appurtenances damaged or removed during etion of said construction and improvement, GRANTORS shall have full free and uninterrupted use mporary construction easement and the easement rights therein shall cease and no longer be in |
| GRANTORS make no warr | ranties, expressed or implied to GRANTEE . |
| of WITNESS WHEREO | The parties have hereunto set their names to the foregoing, this 14 day |
| CITY OF GLADSTONE | GRANTOR: |
| By Scott Wingers | on, City Manager Cal William Millsap Earl William Millsap |
| Attest: Ruth Bocchi | no, City Clerk |

GRANTORS' ACKNOWLEDGMENT

| STATE OF MISSOURI |
|--|
| STATE OF MISGOURI |
| COUNTY OF Clay ss. |
| O . |
| 10th |
| On this day of multiple appeared Farl William Millsan to the known to be the person described in and who executed the |
| appeared Earl William Millsap to me known to be the person described in and who executed the |
| foregoing instrument and acknowledged that <u>he</u> executed the same as <u>his</u> free act and deed. And the said <u>Earl</u> |
| |
| William Millsap further declared himself to be unmarried. |
| |
| |
| IN WITHER WILEPERS I have become not my hand and offixed by Notarial Seal at my office in |
| 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. |
| () |
| Janiqu L. Sprink |
| Notary Public Within Said County and State |
| My commission expires March 25, 2020. |
| Notary Public - Notary Seal |
| Clay County, State of Missouri |
| My Commission Expires March 25, 2020 |
| my Contribusion Expires March 26, 2020 |
| GRANTEE'S ACKNOWLEDGMENT 12319212 |
| On this /4th day of <u>Jubruan</u> , 201, before me, this undersigned Notary Public, |
| On this / 49 day of Mount , 20 , 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 |
| is the corporate seal of the said corporation and that said instituting was signed and sedice in section of said |
| authority of its City Council, and said City Manager acknowledged said instrument to be the free act and deed of said |
| corporation. |
| A_{IB} |
| 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. |
| County, wissoun, the day and year last above written. |
| Kelledies a land |
| Notary Public Within Said County and State |
| Notary Public Within Said County and State |
| My Commission expires |
| |
| |
| REBECCA JARRETT |
| Notary Public - Notary Soal |

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 #: 2018006944

Book: 8155

Page: 43

Type: EASE Pages: 3

Fee: \$30.00 \$ 20180005850



Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

- 1. Title: Temporary Construction Easement
- 2. Date: Q/Q/8
- 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

Page 1 of .

R-18-19

TEMPORARY CONSTRUCTION EASEMENT

| KNOW ALL MEN BY THESE P | RESENTS: | | 1 1 1 1 E |
|--|--|---|--|
| THAT, | | & Araceli Creollo | |
| | (Names) | | |
| | 5406 NW Broadway, Gla | | |
| advantages to be gained for hereby acknowledge, do he the State of Missouri, herea | om the construction on and adja- reby grant, sell, convey and confi | RS, for and in considerate to the lands here irm unto the CITY OF try easement to constru | deration of One Dollar (\$1.00) and the eafter described, the receipt of which GLADSTONE, a municipal corporation of ct, grade, regrade, or perform any and a |
| All of the Easterly Clay County, Miss | 30.00 feet of the South 103 fee souri, containing 3,090.01 squar | t of Lot 7, OLD PIKE e feet or 0.0709 acres | RIDGE, a subdivision in Gladstone, more or less. |
| construction. Upon complet | tion of said construction and impro | ovement, GRANTORS | enances damaged or removed durir shall have full free and uninterrupted us therein shall cease and no longer be |
| GRANTORS make no warra | anties, expressed or implied to GR | ANTEE. | |
| IN WITNESS WHEREO | the parties have hereunto | set their names | to the foregoing, this \(\begin{aligned} \lambda & \dagger & \dag |
| CITY OF GLADSTONE | | GRANTORS: | |
| By South Land | | | |
| Scott Wingerson | i, City Manager | Arnu | lfo Mendoza |
| Attest: Ruth B | ocehino | Do | EY GEOLO |
| Ruth Bocchin | o, City Clerk | Ara | celi Creollo |

GRANTORS' ACKNOWLEDGMENT

| | STATE OF MISSOURI COUNTY OF |
|---|---|
| | 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. Notary Public Within Said County and State |
| | |
| | On this |
| | corporation. |
|) | IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in |
| | My Commission expires |
| | REBECCA JARRETT Notary Public - Notary Seal STATE OF MISSOURI Clay County |

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 #: 2018006943

Book: 8155

Page: 42

Type: EASE Pages: 4

Fee: \$33.00 S 20180005850

Katee Porter Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. Title: Drainage Easement

2. Date: Q / Q / 8

- 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

R-18-15

GIAD

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,

| 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>Arnulfo Mendoza & Araceli Creollo</u> are lawfully seized and possessed of the real estate above described, that <u>they</u> 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 the foregoing, this 30 day of day of 2000, 20 day |
| CITY OF GLADSTONE, MO BY Scott Wingerson, City Manager ATTEST: Ruth Boxe hump ATTEST: Ruth Boxe hump |
| Ruth Bocchino, City Clerk GRANTOR'S ACKNOWLEDGMENT |
| STATE OF MISSOURI) |
| COUNTY OF Clay) ss. COUNTY OF Clay) ss. On this 30th day of 30 |
| 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. Notary Public within said County/St. My commission expires 18, 2019. |
| GRANTEE'S ACKNOWLEDGMENT |
| On this day of Library, 20 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 _______ County, Missouri, the day and year last above written.

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

THE PERSON NAMED IN COMP.

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



Katee Porter Recorder of Deed:

(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

R-18-15

4

SIDEWALK AND UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

| THAT, | Diana A. Garzee | |
|----------|--|--|
| · | (NAME OR NAMES) | |
| <u> </u> | 401 Northwest 53 rd 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 <u>Diana A. Garzee</u> is lawfully seized and possessed of the real estate above described, that <u>she</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>she</u> 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 how the foregoing, this 3 day of 200 area, 20 18 | _hand and subscribedwname to | | |
|---|--|--|--|
| CITY OF GLADSTONE, MO GRANTO BY Sublime GRANTO | and Sarge | | |
| Scott Wingerson, City Manager ATTEST: Ruth Bocchino, City Clerk | Diana A. Garzee | | |
| GRANTOR'S ACKNOW | LEDGMENT | | |
| STATE OF MISSOURI)) ss. COUNTY OF ((a)) | JENNIFER A. STAFFORD Notary Public - Notary Seal STATE OF MISSOURI Clay County My Commission Expires: March 18, 2019 Commission #15395199 | | |
| 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 County, Missouri, the day and year last above written. | | | |
| Jennit | Public within said County/St. | | |
| My commission expires March 18, 2019. | 40 | | |

GRANTEE'S ACKNOWLEDGMENT

| | Mayue, 20 1, before me, this undersigned |
|--|---|
| Notary Public, personally appeared Scott W | Vingerson θ , to me personally known, who being by me |
| duly sworn, did say that (s)he is the City Ma | anager of the City of Gladstone, Missouri, a municipal |
| corporation, and that the seal affixed to the forego | oing 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 instrur | nent 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 (Cun County, Missouri, the day | |
| | Î |
| 0 | D. I by T |
| | KABAGA ARWAN |
| 11 11 1 | Notary Public Within Said County/St. |
| My commission expires: | |
| | DEDECON MADOUT |
| | 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 #: 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//2//8

- 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

Page 1 of 3 R- 18-15

TEMPORARY CONSTRUCTION EASEMENT

| KNOW ALL MEN BY THESE P | RESENTS: | |
|--|---|---|
| THAT, | Diana A | A. Garzee |
| | (Name | 25) |
| | 401 Northwest 53 rd | Street, Gladstone, MO |
| advantages to be gained fr hereby acknowledge, do he the State of Missouri, hereal | hereinafter called the GRAN rom the construction on and ereby grant, sell, convey and o | dress) NTORS, for and in consideration of One Dollar (\$1.00) and the adjacent to the lands hereafter described, the receipt of which is confirm unto the CITY OF GLADSTONE, a municipal corporation of corary easement to construct, grade, regrade, or perform any and all escribed land: |
| All of the Northerly 35.00 County, Missouri; containi | feet and the Easterly 55.00 fing 9,738.48 square feet or 0 | eet of Lot 4, ELM WOODS, a subdivision in Gladstone, Clay .2236 acres, more or less. |
| construction. Upon complet | tion of said construction and i | nent, and/or other appurtenances damaged or removed during mprovement, GRANTORS shall have full free and uninterrupted use at and the easement rights therein shall cease and no longer be in |
| GRANTORS make no warra | anties, expressed or implied to | GRANTEE. |
| | | unto set their names to the foregoing, this day |
| CITY OF GLADSTONE, | | GRANTORS: |
| By Scott Wingerson | n, City Manager | Diana A. Garzee |
| Attest: Ruth Bocchin | CAUCO Clerk | |

GRANTORS' ACKNOWLEDGMENT JENNIFER A. STAFFORD Notary Public - Notary Seal STATE OF MISSOURI STATE OF MISSOURI COUNTY OF CLAY Clay County My Commission Expires: March 16, 2019 Commission #15395199 , before me, the undersigned Notary Public, personally day of _ persons described in and who executed the the be appeared Diana A. Garzee to me free act and deed. her foregoing instrument and acknowledged that she _ executed the same as the said Diana A. Garzee 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 My commission expires ///// GRANTEE'S ACKNOWLEDGMENT 20_// before me, this undersigned Notary Public, Scott Wingerson , to the personally known, who being by me duly sworn, did say that he is the personally appeared 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 County, Missouri, the day and year last above written. My Commission expires __//-//_ / Notary Public Within Said County and State REBECCA JARRETT Notary Public - Notary Seal STATE OF MISSOURI

Page 3 of 3

Clay County My Commission Expires: November 11, 2018 Commission #14392947

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

R-18-15

9 (An

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.

RETAINING WALL AND UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

| THAT, | Elisa A. Hamby | |
|-------|--|--|
| | (NAME OR NAMES) | |
| | 400 Northwest 53 rd 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

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 when hand and subscribed name to the foregoing, this day of low of low of low of law of law

|) ss. | STATE OF MISSOURI |
|--|--|
| COUNTY OF Clay) | Clay County My Commission Expires: March 18, 2019 Commission #16395199 |
| | undersigned Notary Public, personally |
| appeared Elisa A. Hamby, to me known to be the pe | erson described herein and who executed |
| the foregoing instrument and acknowledged that they executed the s | same as their free act and deed. And the |
| said Elisa A. Hamby further declares herself to be unmarr | |
| IN WITNESS WHEREOF, I have hereunto set my hand and affixed | d my notarial seal at my office in |
| 1 | ublic within said County/St. |
| My commission expires March 18, 2019 | |

GRANTEE'S ACKNOWLEDGMENT

| On this | 1412 | day of | Subvivery, 20 19 before me, this undersigned |
|------------------|-----------------------|---|--|
| On this | / / | _day oi | Wingerson , to me personally known, who being by me |
| Notary Public, | personally appeared_ | Scott | Wingerson v, to the personally known, who being by the |
| duly sworn, o | lid say that (s)he is | the City N | Manager of the City of Gladstone, Missouri, a municipal |
| | | | going instrument is the corporate seal of the said corporation |
| and that said in | nstrument was signed | and sealed | in behalf of said corporation by authority of it City Council, |
| and said City N | Manager acknowledge | d said instru | ument to be the free act and deed of said corporation. |
| · | • | | |
| IN WITNESS | WHEREOF, I have | e hereunto | set my hand and affixed my Notarial Seal at my office |
| in / | | | lay and year last above written. |
| | 100 | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | /- / |
| | U | | DILLUG Nour |
| | 11-11 | . 0 | Notary Public Within Said County/St. |
| Maraamaigaia | on expires: | 70 | Trouty I done within Band County 200 |
| My commission | on expires. | ** | |
| | | | The state of the s |
| */ | | | REBECCA JARRETT |
| | | | Notary Public - Notary C. |
| | | | STATE OF MISSOURI |
| | | | |
| | | | The Commission Expires: November 1 |
| | | | Commission #14392947 |
| | | | 1111032947 |

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

Instr #: 2018006939

Page: 38 8155 Book:

EASE Type: Pages: 3

\$30.00 S 20180005850 Fee:

Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. Title: Temporary Construction Easement

2/12/18 2. Date:

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

Page 1 of 3

R - 18-15

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

| THAT, | Elisa A. Har | nby |
|--|--|---|
| | (Names) | |
| advantages to be gained hereby acknowledge, do the State of Missouri, her | d from the construction on and adju- hereby grant, sell, convey and conf | s) RS, for and in consideration of One Dollar (\$1.00) and the acent to the lands hereafter described, the receipt of which is irm unto the CITY OF GLADSTONE, a municipal corporation of ary easement to construct, grade, regrade, or perform any and all |
| also being the Southeast of Old Pike Road, as now ex Right-of-Way line of said of said Lot 3 and the West, along a line that is of said Lot 3, said point a of said Lot 3, and along the square feet or 0.0093 acres | corner of Lot 2, of said ELM WOOD stablished; thence South 19°05'41" For I old Pike Road, a distance of 40.12 sterly Right-of-Way line of said Old parallel with the Easterly line of said also being on the Southerly line of said he Southerly line of said Lot 2, a disses, more or less; AND | subdivision in Gladstone, Clay County, Missouri, said point DS, said point also being on the Westerly Right-of-Way line of East, along the Easterly line of said Lot 3, and along the Westerly feet; thence South 70°54'19" West, departing the Easterly line Pike Road, a distance of 10.00 feet; thence North 19°05'41" I Lot 3, a distance of 40.84 feet, to a point on the Northerly line id Lot 2; thence North 75°01'15" East, along the Northerly line tance of 10.03 feet, to the Point of Beginning, containing 404.80 |
| All of the Southerly 30.0 | 0 feet of said Lot 3, containing 3,866 | 5.16 square feet or 0.0888 acres, more or less. |
| construction. Upon com- | pletion of said construction and impr | , and/or other appurtenances damaged or removed during overnent, GRANTORS shall have full free and uninterrupted use nd the easement rights therein shall cease and no longer be in |
| GRANTORS make no wa | arranties, expressed or implied to GF | RANTEE. |
| in WITNESS WHERE | OF the parties have hereunto | o set their names to the foregoing, this day |
| CITY OF GLADSTONE By Scott Winger | rson, City Manager | Elisa A. Hamby |
| Attest: Ruth Boco | Bace howo chino, City Clerk | |

GRANTORS' ACKNOWLEDGMENT

JENNIFER A. STAFFORD

Clay County

My Commission Expires: November 11, 2018

Commission #14392947

Notary Public - Notary Seal STATE OF MISSOURI STATE OF MISSOURI **Clay County** COUNTY OF (lay My Commission Expires: March 18, 2019 Commission #15395199 2018, before me, the undersigned Notary Public, personally the person described in and who executed the be known appeared Elisa A. Hamby to me to executed the same as her free act and deed. And foregoing instrument and acknowledged that __she_ 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 County, Missouri, the day and year last above written. Notary Public Within Said County and State My commission expires / *********************** **GRANTEE'S ACKNOWLEDGMENT** before me, this undersigned Notary Public, y or ______, 20/10 , before me, this undersigned Notary Public, Scott Wingerson , me personally known, who being by me duly sworn, did say that he is the day of 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 County, Missouri, the day and year last above written. Notary Public Within Said County and State REBECCA JARRETT Notary Public - Notary Seal STATE OF 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

R-18-15

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 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)

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 | |
|--|--|
| STATE OF Missouri COUNTY OF Clay Sss | |
| • | To a second |
| On this | onally appeared, Maurice William Chastain |
| to me known to be the person(s) described herein the free act and deed of said Trust. | n and who executed the same with authority and as |
| | |
| IN WITNESS WHEREOF, I have hereunto se office in | t my hand and affixed my notarial seal at my |
| | Notary Public within said County/St. |
| My commission expires March 18, 2019 | JENNIFER A. STAFFORD Notary Public - Notary Seal |
| way commission expires may be a first of the second of the | STATE OF MISSOURI Clay County Att Commission Expires: March 18, 2019 |
| | My Commission Expires: Merch 18, 2019 Commission #15395199 |

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

Instr #: 2018006937

8155 Book.

Page: 36

EASE Type: Pages:

\$30.00 S 20180005850

(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

e-18-15

TEMPORARY CONSTRUCTION EASEMENT

| KNOW ALL MEN BY THESE PRESEN | s: |
|--|---|
| THAT, | Maurice William Chastain, Trustee |
| | (Names) |
| | 5212 Northwest Old Pike Road, Gladstone, MO |
| advantages to be gained from the hereby acknowledge, do hereby g the State of Missouri, hereafter ca | (Address) after called the GRANTORS , for and in consideration of One Dollar (\$1.00) and the e-construction on and adjacent to the lands hereafter described, the receipt of which is ant, sell, convey and confirm unto the CITY OF GLADSTONE, a municipal corporation of led GRANTEE , as temporary easement to construct, grade, regrade, or perform any and or across the following described land: |
| All of the Easterly 40.00 feet Lot 5,052.54 square feet or 0.1160 ac | 5, ELM WOODS, an addition in Gladstone, Clay County, Missouri, containing res, more or less. |
| turation lines commission o | e any fences, pavement, and/or other appurtenances damaged or removed during said construction and improvement, GRANTORS shall have full free and uninterrupted rary construction easement and the easement rights therein shall cease and no longer be |
| GRANTORS make no warranties, | expressed or implied to GRANTEE. |
| | parties have hereunto set their names to the foregoing, this day |
| CITY OF GLADSTOME By Scott Wingerson, City | Manager GRANTORS: Maurice Milliam Mastas, Trustee Manager Maurice William Chastain, Trustee |
| Attest: Ruth Back | hisio |

GRANTORS' ACKNOWLEDGMENT JENNIFER A. STAFFORD STATE OF MISSOURI Notary Public - Notary Seal COUNTY OF CLAU STATE OF MISSOURI Clay County My Commission Expires: March 18, 2019 , before me, the undersign completion #1599 199 personally the persons described in appeared Maurice William Chastain to me known to be they be executed the same as the free act and deed of executed the foregoing instrument and acknowledged that said Trust. 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 **GRANTEE'S ACKNOWLEDGMENT** before me, this undersigned Notary Public, Scott Wingerson, to me personally known, who being by me duly sworn, did say that he is the personally appeared City Manager of the City of Gladstone, Missour, 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 County, Missouri, the day and year last above written. Notary Public Within Said County and State My Commission expires //-//-/ REBECCA JARRETT Notary Public - Notary Seal STATE OF MISSOURI Clay County

My Commission Expires: November 11, 2011 Commission #14392947

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



(Space above reserved for Recorder of Deeds certification)

- 1. Title: Temporary Construction Easement
- 2. Date: $\sqrt{2/2}$
- 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

R-18-15

9 INN

TEMPORARY CONSTRUCTION EASEMENT

| KNOW ALL MEN BY THESE P | RESENTS: | |
|---|--|--|
| THAT, | Betty Jean | McElhany |
| | (Names) | |
| | 5210 Northwest Old Pike | |
| other good and valuable confirm unto the CITY OF | onsideration, the receipt of which GLADSTONE, a municipal corpo | orm and all other related necessary work on or across the |
| All of the Easterly 40.00 fe 4,395.50 square feet or 0.1 | | ubdivision in Gladstone, Clay County, Missouri; containing |
| construction. Upon complet | tion of said construction and impr | t, and/or other appurtenances damaged or removed during rovement, GRANTORS shall have full free and uninterrupted use and the easement rights therein shall cease and no longer be in |
| GRANTORS make no warra | inties, expressed or implied to GF | RANTEE. |
| IN WITNESS WHEREOF | the parties have hereunto | o set their names to the foregoing, this 2 day |
| CITY OF GLADSTONE | | GRANTOR: |
| By Scott Wingerson | ı, City Manager | Betty Jean McElhany |
| Attest: Ruth Bocchin | e LMO o. City Clerk | |

GRANTORS' ACKNOWLEDGMENT JENNIFER A. STAFFORD Notary Public - Notary Seal STATE OF MISSOURI STATE OF MISSOURI COUNTY OF CLAU Clay County My Commission Expires: March 18, 2019 Commission #15395199 , before me, the undersigned Notary Public, personally On this the person described in and who executed the known to be appeared Betty Jean McElhany, to me 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 County, Missouri, the day and year last above written. Notary Public Within Said County and State My commission expires GRANTEE'S ACKNOWLEDGMENT before me, this undersigned Notary Public, Scott Wingerson , to me personally known, who being by me duly sworn, did say that he is the personally 'appeared 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 County, Missouri, the day and year last above written.

STATE OF MISSOURI

Clay County

My Commission Expires: November 11, 2018

Commission #14392947

REBECCA JARRETT Notary Public - Notary Seal

Notary Public Within Said County and State

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

Instr #: 2018006947

Book: 8155

Page: 46

Type: EASE Pages: 3

Pages: 3

Fee: \$30.00 S 20180005850

Kalee Porter

Katee Porter Recorder of Deed:

(Space above reserved for Recorder of Deeds certification)

1. Title: Drainage Easement

2. Date: 2 | 12 | 8

- 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

R-18-15

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 <u>Lee Anne Dollins</u> 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 hereund the title thereto against the lawful claims of all affecting the right | |
|---|--|
| IN WITNESS WHEREOF, said Grantors do hereunto set the foregoing, this 20 day of 00000000000000000000000000000000000 | hand and subscribed mame to |
| CITY OF GLADSTONE, MO GRA | NTOR: |
| Scott Wingerson, City Manager | Lee Anne Dollins |
| ATTEST: Ruth Bocchino, City Clerk | |
| GRANTOR'S ACKN | OWLEDGMENT |
| appeared Lee Anne Dollins , to me known to be | JENNIFER A. STAFFORD Notary Public - Notary Seal STATE OF MISSOURI Clay County My Commission Expires: March 18, 2019 Commission #15395198 ne, the undersigned Notary Public, personally the person described herein and who executed |
| the foregoing instrument and acknowledged that they executed said <u>Lee Anne Dollins</u> further declares herself to be un | |
| IN WITNESS WHEREOF, I have hereunto set my hand and County, Missouri, the day and year land the My commission expires March 18, 2019. | |
| GRANTEE'S ACKNOWL | |
| On this day of Jebruary Notary Public, personally appeared Scott Wingerson duly sworn, did say that (s)he is the City Manager of the corporation, and that the seal affixed to the foregoing instrument and that said instrument was signed and sealed in behalf of seal and said City Manager acknowledged said instrument to be the | he City of Gladstone, Missouri, a municipal ent 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 in County, Missouri, the day and year last | |
| | Rebena Jarrus |
| My commission expires: 11-11-1 | Notary Public Within Said County/St. HEBECCA JARRETT Notary Public - Notary Seal STATE OF MISSOURI Clay County |
| | My Commission Expires: November 11, 2018 Commission #14392947 |

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

-Gladstone Attn: Ruth

Page 1 of 3

Quit-Claim Deed

This Indenture, made on this 2018

12 February 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 of One 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 | |
|--|---|
| STATE OF Missour, COUNTY OF Clay State of Missour, State of Missour | |
| On this | no executed the foregoing instrument. |
| | Pg. |
| IN WITNESS WHEREOF, I have hereunto set my hand office in, last above written. | d and affixed my notarial seal at my high and year my high and year |
| No | emple Asset County/St. |
| My commission expires Morch 18, 2019. | JENNIFER A. STAFFORD Notary Public - Notary Seal STATE OF MISSOURI Clay County My Commission Expires: March 18, 2019 Commission #15395189 |