

RESOLUTION NO. R-19-36

A RESOLUTION ACCEPTING EASEMENTS FROM CERTAIN PROPERTY OWNERS IN CONJUNCTION WITH THE NORTHEAST 76TH STREET IMPROVEMENTS PROJECT FROM NORTH OAK TRAFFICWAY TO NORTH BROOKLYN, PROJECT TP1818.

WHEREAS, easements from certain property owners are necessary for the City to construct public improvements in conjunction with the NE 76th Street Improvements Project from North Oak Trafficway to North Brooklyn (TP1818).

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 "K" through "L" are hereby accepted. Easement labeling is a continuation of the easements submitted and accepted under resolution R-19-35.

Temporary Construction Easements

"K" – Ryan Murphy & Marian E. Murphy (deceased) 1206 NE 76th Street
"L" – Lillian F. Haverland 1605 NE 76th Street

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

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

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 26TH DAY OF AUGUST, 2019.



Mayor Carol J. Suter

ATTEST:



Ruth E. Bocchino, City Clerk



Request for Council Action

RES ☒ # R-19-36

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 8/21/2019

Department: Public Works

Meeting Date Requested: 8/26/2019

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

Subject: NE 76th Street Improvements – N. Oak Trafficway to N. Brooklyn #TP1818.

Background: Easements and/or Right-of-Way are needed from forty-two (42) properties to complete this project.

Budget Discussion: Funds are budgeted in the amount of \$ 2.4 M 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 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 resolution R-19-35. Easements for this project have been acquired from 10 of 42 property owners.

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

Timothy A. Nebergall
Department Director/Administrator

PC
City Attorney

SW
City Manager



Recording Date/Time: 09/05/2019 at 08:24:42 AM

Instr #: 2019025579

Book: 8492 Page: 65

Type: EASE

Pages: 7

Fee: \$42.00 S 20190022663



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Temporary Construction Easement
2. **Date:** 8/26/19
3. **Grantor (s):** Ryan Murphy & Marian E. Murphy
4. **Grantee (s):** City of Gladstone, Missouri
5. **Mailing Address:** 7010 N. Holmes, Gladstone, MO 64118
6. **Legal Description:**
See Exhibit(s) A and B attached hereto and incorporated herein
7. **Reference Book & Page:** N/A

RL- GE

R-19-36

⑦

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Ryan & Marian E. Murphy
(Names)

1206 Northeast 76th 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:

See Exhibit(s) A and B attached hereto and incorporated herein

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

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

IN WITNESS WHEREOF the parties have hereunto set their names to the foregoing, this 20 day of August, 2019.

CITY OF GLADSTONE

By Scott Wingerson
Scott Wingerson, City Manager

Attest: Ruth E. Bocchino
Ruth Bocchino, City Clerk

GRANTORS:

Ryan Murphy
Ryan Murphy

Deceased
Marian E. Murphy

GRANTORS' ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF Clay ss.

On this 20th day of August, 2019, before me, the undersigned Notary Public, personally appeared Ryan Murphy to me known to be the persons described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

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 April 10, 2023.

Jennifer A. Stafford
Notary Public Within Said County and State
JENNIFER A. STAFFORD
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: April 10, 2023
Commission #15395199

GRANTEE'S ACKNOWLEDGMENT

On this 28 day of Aug, 2019, before me, this undersigned Notary Public, personally appeared Scott Wingerson, to me personally known, who being by me duly sworn, did say that he is the City Manager of the City of Gladstone, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its City Council, and said City Manager acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission expires NOV 11, 2022.

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 2022
Commission #14392947

KANSAS CITY HEALTH DEPT
VITAL STATISTICS-CLIFF DENNIS
2400 TROOST SUITE 1000
KANSAS CITY MO 64108



MISSOURI DEPARTMENT OF HEALTH
AND SENIOR SERVICES
FEE RECEIPT
DEATH CERTIFICATION

CHARTER FUNERALS
77 N E 725ND ST
GLADSTONE MO 64118

REGISTRANT(S):
MARIAN ELLEN MURPHY
D9999-999999
5 COPY

YOUR RECENT REQUEST HAS BEEN ACTED UPON AS INDICATED BELOW:

DATE RECEIVED	TOTAL AMOUNT	AMOUNT THIS REQUEST	PROCESSING FEE REQUIRED	REFUND
01/22/2018	43.00	13.00	0.00	0.00

MO 580-0698 (2-12)

UNAPPLIED REMITTANCES ONLY VALID FOR ONE YEAR AFTER RECEIPT. When you inquire about your request, please return this receipt. If a refund is indicated, it will be mailed within 30 to 60 days.

MISSOURI

CERTIFICATION OF DEATH

DATE FILED:

JANUARY 19, 2018

STATE FILE NUMBER:

124-17-041456

DECEDENT NAME:

MARIAN ELLEN MURPHY

SEX:

FEMALE

DATE OF
DEATH:

OCTOBER 24, 2017

COUNTY

OF DEATH:

CLAY

DATE OF
BIRTH:

JUNE 7, 1949

MARITAL

STATUS:

MARRIED

EVER IN

ARMED FORCES: NO

SOCIAL

SECURITY NUMBER:

448-48-6689

RESIDENCE

ADDRESS:

6600 N HOLMES
GLADSTONE, MISSOURI

SURVIVING SPOUSE:

(IF WIFE, MAIDEN NAME):

RONALD M MURPHY

FUNERAL HOME: CHARTER FUNERALS

UNDERLYING CAUSE (ICD CODE):

MANNER: NATURAL

RUPTURED AORTIC DISSECTION
HYPERTENSIVE HEART DISEASE

ISSUED ON BEHALF OF MO DEPT HEALTH & SENIOR SERVICES: KC HEALTH DEPT
THIS IS A TRUE CERTIFICATION OF NAME AND DEATH FACTS AS RECORDED BY THE BUREAU OF VITAL RECORDS, JEFFERSON CITY, MISSOURI.

DATE ISSUED:

JANUARY 22, 2018

Craig B. Ward
Craig B. Ward
State Registrar of Vital Statistics



Exhibit "A"
(Page 1 of 2)

PROJECT NO. 018-1193 – TRACT NO. 6

DATE: 05/21/19

OWNER: RYAN & MARIAN E. MURPHY

TEMPORARY CONSTRUCTION EASEMENT – 1206 NE 76TH STREET

PROJECT: NE 76TH STREET ROAD IMPROVEMENTS - GLADSTONE, MISSOURI

PARCEL I.D. NO. 13607000901700

TEMPORARY CONSTRUCTION EASEMENT

A strip of land over a part of Lot 9, Terrace Gardens, a subdivision in the City of Gladstone, Clay County, Missouri, according to the recorded plat thereof, said strip being more particularly described as follows:

BEGINNING at the Southwest corner of said Lot 9, said point being on the North right-of-way line of NE 76th Street, as now established;

thence North 00 degrees 26 minutes 54 seconds East, departing said North right-of-way line and along the West line of said Lot 9, a distance of 30.01 feet;

thence South 88 degrees 15 minutes 11 seconds East, along a line 30.00 feet North of and parallel with said North right-of-way line, a distance of 26.84 feet;

thence South 01 degrees 44 minutes 49 seconds West, along a line perpendicular to said North right-of-way line, a distance of 10.00 feet;

thence South 88 degrees 15 minutes 11 seconds East, along a line 20.00 feet North of and parallel with said North right-of-way line, a distance of 73.33 feet, to a point on the East line of said Lot 9;

thence South 00 degrees 26 minutes 54 seconds West, along said East line, a distance of 20.00 feet, to a point on said North right-of-way line;

thence North 88 degrees 15 minutes 11 seconds West, along said North right-of-way line, a distance of 99.94 feet, to the POINT OF BEGINNING, containing 2,266 square feet or 0.0520 acres, more or less.

((As depicted on Exhibit "B", attached and incorporated herein).



Olsson Associates
7301 West 133rd Street
Suite 200
Overland Park, KS 66213
(913) 381-1170

DWG: C:\Temp\AcPublish_78096\XEXH1_81193.dwg
 DATE: May 20, 2019 1:20pm
 XREFS: T_PBASE_81193
 USER: tvallentine
 V_XTOP0_81193

Total Property Area: ±19,983 sq. ft.
 Temporary Construction =
 2,266 S.F. or 0.0520 Ac. ±
 Property Line
 POB Point of Beginning



Terrace Gardens

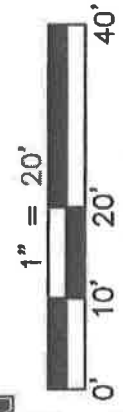
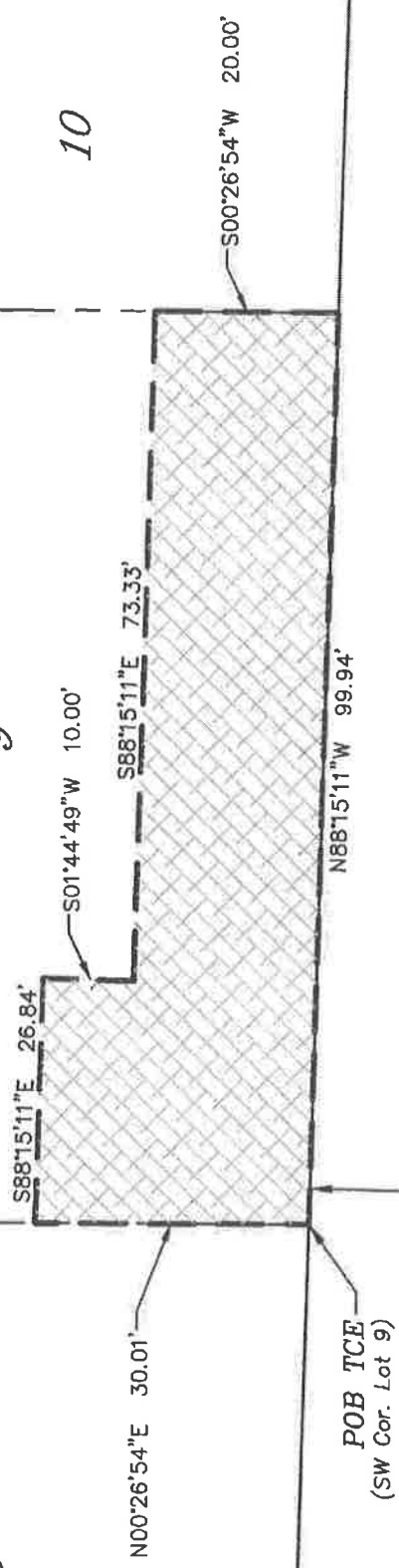
50' Bldg. Line

TRACT 6
 RYAN & MARIAN E. MURPHY
 1206 NE 76TH STREET

8

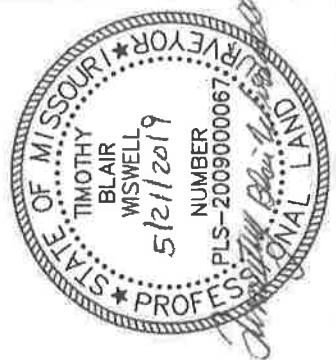
9

10



NE 76th Street
 (50' Public R/W)

50' R/W



PROJECT NO: 018-1193

DRAWN BY: TMV

DATE: 05/21/19 REVISED:

TRACT NO. 6
 TEMPORARY CONSTRUCTION EASEMENT
 1206 NE 76TH STREET, GLADSTONE MISSOURI



7301 West 133rd Street
 Suite 200
 Overland Park, KS 66213-4750
 TEL 913.381.1170

EXHIBIT

B



Recording Date/Time: 09/05/2019 at 08:24:42 AM

Instr #: 2019025580

Book: 8492 Page: 66

Type: EASE

Pages: 13

Fee: \$60.00 S 20190022663



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Temporary Construction Easement
2. **Date:** 8/26/19
3. **Grantor (s):** Lillian F. Haverland
4. **Grantee (s):** City of Gladstone, Missouri
5. **Mailing Address:** 7010 N. Holmes, Gladstone, MO 64118
6. **Legal Description:**
See Exhibit(s) A and B attached hereto and incorporated herein
7. **Reference Book & Page:** N/A

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Lillian F. Haverland
(Names)

1605 NE 76th 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:

See Exhibit(s) A and B attached hereto and incorporated herein

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 19 day of August, 2011.

CITY OF GLADSTONE

By Scott Wingerson
Scott Wingerson, City Manager

GRANTOR:

Raymond L. Haverland
For Lillian F. Haverland
Lillian F. Haverland

Attest:

Ruth E. Bocchino
Ruth Bocchino, City Clerk

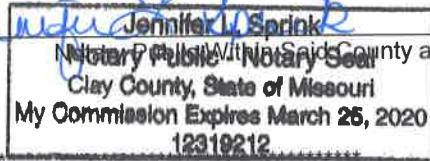
GRANTORS' ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF Clay ss.

On this 19th day of August, 2019, before me, the undersigned Notary Public, personally appeared Lillian F. Haverland 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 Lillian F. Haverland further declared herself to be unmarried.

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

My commission expires March 25, 2020



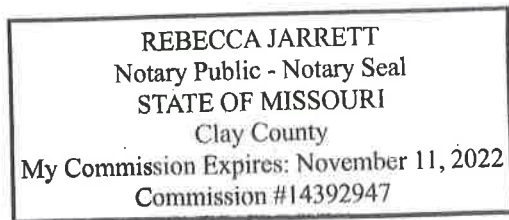
GRANTEE'S ACKNOWLEDGMENT

On this 28 day of Aug, 2019, before me, this undersigned Notary Public, personally appeared Scott Wingerson, to me personally known, who being by me duly sworn, did say that he is the City Manager of the City of Gladstone, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its City Council, and said City Manager acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission expires Nov 11, 2022

Rebecca Jarrett
Notary Public Within Said County and State



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Recorded in Clay County, Missouri



Recording Date/Time: 02/14/2018 at 02:42:22 PM

Instr #: 2018004572

Book: 8142 Page: 21

Type: POA

Pages: 10

Fee: \$51.00 \$ 20180003859



Katee Porter
Recorder of Deeds

RECORDING COVER SHEET

DOCUMENT TITLE: DURABLE POWER OF ATTORNEY

DOCUMENT DATE: January 25, 2018

GRANTOR: Lillian Faye Haverland

GRANTEE: Raymond Louis Haverland

Grantee Mailing Address:
(if applicable)

LEGAL DESCRIPTION: Provided herein as "Exhibit A"

REFERENCE BOOK & PAGE:
(if applicable)

Carol Hughes
1605 NE 76th St
Gladstone, MO 64111

Katee Porter, Recorder of Deeds

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DURABLE POWER OF ATTORNEY - MISSOURI

THE POWERS YOU GRANT BELOW ARE EFFECTIVE
EVEN IF YOU BECOME DISABLED OR INCOMPETENT

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS DURABLE POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

TO ALL PERSONS, be it known, that I, Lillian Faye Haverland, the undersigned Principal, residing at 1605 NE 76h Street, City of Gladstone, County of Clay, State of Missouri, do hereby appoint Raymond Louis Haverland as my Attorney-in-Fact / Agent to act on my behalf.

At the time of the execution of this Durable Power of Attorney, Raymond Louis Haverland resides at 11250 E 26th Lane, City of Yuma, County of Yuma, State of Arizona.

Grant of General Authority

My Attorney-in-Fact / Agent shall care for, manage, control, and handle all of my business, financial, property and personal affairs in my name, place and stead in as full and complete a manner in which I myself could do, if I were personally present, with respect to the following matters, to the extent that I am permitted by law to act through such a representative and subject to any limitations on or additions to the specified powers inserted after the following:

(NOTICE: The Principal must write his or her initials in the corresponding blank space for each of the subdivisions (A) through (M) below for which the Principal WANTS to give the Attorney-in-Fact / Agent authority. If the corresponding blank space for any particular subdivision is NOT initialed, NO AUTHORITY WILL BE GRANTED for those matters specified in the subdivision. ALTERNATIVELY, the letter corresponding to each power the Principal wishes to grant has been referenced in subdivision "(N)", and the Principal may initial in the blank space to the left of subdivision "(N)" in order to grant each of the powers so indicated. Each power the Principal specifically withheld is crossed out.)

☐ (A) **Real property transactions.** To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any interest in real property whatsoever, on such terms and conditions, and under such covenants, as my Attorney-in-Fact / Agent shall deem proper; and to maintain, repair, tear down, alter, rebuild, improve, manage, insure, move, rent, lease, sell, convey, subject to liens, mortgages, and security deeds, and in any way or manner deal with all or any part of any interest in real property whatsoever, including specifically, but without limitation, real property lying and being situated in the State of Missouri, under such terms and conditions, and under such covenants, as my Attorney-in-Fact / Agent shall deem proper and may for all deferred payments accept purchase money notes payable to me and secured by mortgages or deeds to secure debt, and may from time to time collect and cancel any of said notes, mortgages, security interests, or deeds to secure debt.

☐ (B) **Tangible personal property transactions.** To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as my Attorney-in-Fact / Agent shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens or mortgages, or to take any other security interests in said property which are recognized under the Uniform Commercial Code as adopted at that time under the laws of the State of Missouri or any

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applicable state, or otherwise hypothecate (pledge), and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I own at the time of execution or may thereafter acquire, under such terms and conditions, and under such covenants, as my Attorney-in-Fact / Agent shall deem proper.

() (C) **Stock and bond transactions.** To purchase, sell, exchange, surrender, assign, redeem, vote at any meeting, or otherwise transfer any and all shares of stock, bonds, or other securities in any business, association, corporation, partnership, or other legal entity, whether private or public, now or hereafter belonging to me.

() (D) **Commodity and option transactions.** To buy, sell, exchange, assign, convey, settle and exercise commodities futures contracts and call and put options on stocks and stock indices traded on a regulated options exchange and collect and receipt for all proceeds of any such transactions; establish or continue option accounts for the Principal with any securities or futures broker; and, in general, exercise all powers with respect to commodities and options which the Principal could if present and under no disability.

() (E) **Banking and other financial institution transactions.** To make, receive, sign, endorse, execute, acknowledge, deliver and possess checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of banks, savings and loans, credit unions, or other institutions or associations. To pay all sums of money, at any time or times, that may hereafter be owing by me upon any account, bill of exchange, check, draft, purchase, contract, note, or trade acceptance made, executed, endorsed, accepted, and delivered by me or for me in my name, by my Attorney-in-Fact / Agent. To borrow from time to time such sums of money as my Attorney-in-Fact / Agent may deem proper and execute promissory notes, security deeds or agreements, financing statements, or other security instruments in such form as the lender may request and renew said notes and security instruments from time to time in whole or in part. To have free access at any time or times to any safe deposit box or vault to which I might have access.

() (F) **Business operating transactions.** To conduct, engage in, and otherwise transact the affairs of any and all lawful business ventures of whatever nature or kind that I may now or hereafter be involved in. To organize or continue and conduct any business which term includes, without limitation, any farming, manufacturing, service, mining, retailing or other type of business operation in any form, whether as a proprietorship, joint venture, partnership, corporation, trust or other legal entity; operate, buy, sell, expand, contract, terminate or liquidate any business; direct, control, supervise, manage or participate in the operation of any business and engage, compensate and discharge business managers, employees, agents, attorneys, accountants and consultants; and, in general, exercise all powers with respect to business interests and operations which the Principal could if present and under no disability.

() (G) **Insurance and annuity transactions.** To exercise or perform any act, power, duty, right, or obligation, in regard to any contract of life, accident, health, disability, liability, or other type of insurance or any combination of insurance; and to procure new or additional contracts of insurance for me and to designate or change the beneficiary of same; provided, however, that my Attorney-in-Fact / Agent cannot designate himself or herself as beneficiary of any such insurance contracts, unless the Attorney-in-Fact / Agent is my spouse or only child.

() (H) **Estate, trust and other beneficiary transactions.** To accept, receipt for, exercise, release, reject, renounce, assign, disclaim, demand, sue for, claim and recover any legacy, bequest, devise, gift or other property interest or payment due or payable to or for the Principal; assert any interest in and exercise any power over any trust, estate or property subject to fiduciary control; establish a revocable trust solely for the benefit of the Principal that terminates at the death of the Principal and is then distributable to the legal representative of the estate of the Principal; and, in general, exercise all powers with respect to estates and trusts which the Principal could exercise if present and under no disability; provided, however, that the Attorney-in-Fact / Agent may not make or change a will and may not revoke or amend a trust revocable or amendable by the Principal or require the trustee of any trust for the benefit of

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the Principal to pay income or Principal to the Attorney-in-Fact / Agent unless specific authority to that end is given.

☐ (I) **Claims and litigation.** To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching my property, real or personal, or any part thereof, or touching any matter in which I or my property, real or personal, may be in any way concerned. To defend, settle, adjust, make allowances, compound, submit to arbitration, and compromise all accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, corporation, or other legal entity, in such manner and in all respects as my Attorney-in-Fact / Agent shall deem proper.

☐ (J) **Personal and family maintenance.** To hire accountants, attorneys at law, consultants, clerks, physicians, nurses, agents, servants, workmen, and others and to remove them, and to appoint others in their place, and to pay and allow the persons so employed such salaries, wages, or other remunerations, as my Attorney-in-Fact / Agent shall deem proper.

☐ (K) **Benefits from Social Security, Medicare, Medicaid, or other governmental programs, or military service.** To prepare, sign and file any claim or application for Social Security, unemployment or military service benefits; sue for, settle or abandon any claims to any benefit or assistance under any federal, state, local or foreign statute or regulation; control, deposit to any account, collect, receipt for, and take title to and hold all benefits under any Social Security, unemployment, military service or other state, federal, local or foreign statute or regulation; and, in general, exercise all powers with respect to Social Security, unemployment, military service, and governmental benefits, including but not limited to Medicare and Medicaid, which the Principal could exercise if present and under no disability.

☐ (L) **Retirement plan transactions.** To contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings and other retirement plan, individual retirement account, deferred compensation plan and any other type of employee benefit plan); select and change payment options for the Principal under any retirement plan; make rollover contributions from any retirement plan to other retirement plans or individual retirement accounts; exercise all investment powers available under any type of self-directed retirement plan; and, in general, exercise all powers with respect to retirement plans and retirement plan account balances which the Principal could if present and under no disability.

☐ (M) **Tax matters.** To prepare, to make elections, to execute and to file all tax, Social Security, unemployment insurance, and informational returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government; to prepare, to execute, and to file all other papers and instruments which the Attorney-in-Fact / Agent shall think to be desirable or necessary for safeguarding of me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation; and to pay, to compromise, or to contest or to apply for refunds in connection with any taxes or assessments for which I am or may be liable.

☒ (N) **IN EACH OF THE ABOVE MATTERS IDENTIFIED BY THE FOLLOWING LETTERS: A, B, C, D, E, F, G, H, I, J, K, L, M. YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).**

Grant of Specific Authority (Optional)

My Attorney-in-Fact / Agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

(CAUTION: Granting any of the following will give your Attorney-in-Fact / Agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your Attorney-in-Fact / Agent.)

☐ Create, amend, revoke or terminate an inter vivos trust .

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Web Copy

- ☒ Make a gift.
- ☐ Create or change rights of survivorship.
- ☒ Create or change a beneficiary designation.
- ☐ Authorize another person to exercise the authority granted under this Durable Power of Attorney.
- ☐ Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.
- ☒ Exercise fiduciary powers that the principal has authority to delegate.
- ☒ Disclaim or refuse an interest in property, including a power of appointment.

Limitation on Attorney-in-Fact / Agent's Authority

An Attorney-in-Fact / Agent that is not my ancestor, spouse or descendant MAY NOT use my property to benefit the Attorney-in-Fact / Agent or a person to whom the Attorney-in-Fact / Agent owes an obligation of support unless I have included that authority in the Special Instructions.

Special Instructions (Optional)

Additional powers, if any, that are not inconsistent with the other provisions of this Durable Power of Attorney:

NONE

The powers granted hereinabove shall not include the following powers or shall be modified or limited in the following particulars:

NONE

Additional powers, if any, granted to the Attorney-in-Fact / Agent with respect to any power listed above and not eliminated/struck out by the Principal:

NONE

Special Instructions for Gifts

Special instructions applicable to gifts (initial in front of the following sentence to have it apply):

~~() I grant my Attorney-in-Fact / Agent the power to apply my property to make gifts to individuals, charities, or to the Attorney-in-Fact / Agent, up to the amount of \$500 per year, per individual or entity, without signature of the Principal, as the Attorney-in-Fact / Agent determines to be in the Principal's best interest.~~

Authorization for an Attorney-in-Fact / Agent to make gifts or transfers of \$500 or more requires the Principal to execute a Major Gifts Rider at the same time as the Durable Power of Attorney document.

~~() I grant my Attorney-in-Fact / Agent the power to make major gifts and transfers of my property set forth under the Major Gifts Rider.~~

Effective Date/Durable Provision

This Durable Power of Attorney shall be effective immediately, shall not be affected by any lapse of time, and shall not be affected by the subsequent incapacity of the Principal except as provided in the Missouri Revised Statutes, and all acts done by the Attorney-in-Fact / Agent under the power granted herein during

Katee Porter, Recorder of Deeds

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any period of the Principal's disability or incapacity shall have the same effect and inure to the benefit of and bind the Principal and Principal's successors in interest as if the Principal were competent and not disabled.

My Attorney-in-Fact / Agent hereby accepts this appointment subject to its terms and agrees to act and perform in the said fiduciary capacity and observe the standards of care applicable to trustees as described in applicable section of the Missouri Revised Statutes consistent with my best interests as his or her best discretion deems advisable, and I affirm and ratify all acts so undertaken.

If the Attorney-in-Fact / Agent is a corporate Attorney-in-Fact / Agent, the Attorney-in-Fact / Agent shall not use my assets for its benefit, nor the benefit of its officers or directors.

If this Durable Power of Attorney is revoked or terminated, such revocation or termination for any reason in accordance with law shall be ineffective as to any Attorney-in-Fact / Agent unless and until actual notice or knowledge of such revocation or termination shall have been received by the Attorney-in-Fact / Agent.

My subsequent death shall not revoke or terminate the agency granted herein as to my Attorney-in-Fact / Agent who, without actual knowledge of my death, act in good faith under this Durable Power of Attorney. Any action so taken, unless otherwise invalid or unenforceable, shall bind my successors in interest.

Notice to Third Parties

To induce any third-party to act hereunder, I hereby agree that any third-party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination shall have been received by such third-party, and I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third-party from and against any and all claims which may arise against such third-party by reason of such third-party having relied on the provisions of this instrument.

THIS DURABLE POWER OF ATTORNEY MAY BE REVOKED OR AMENDED IN WRITING BY ME AT ANY TIME.

Lillian Faye Haverland
January 25, 2018 (date)
Lillian Faye Haverland, Principal

Carol M Hughes
January 25, 2018 (date)
First Witness Carol M Hughes

Michelle Steward
1/25/18 (date)
Second Witness Michelle Steward

STATE OF MISSOURI, SS:

COUNTY OF Platte

On this 25th day of January, 2018, before me, Roy McCallister, appeared Lillian Faye Haverland ("Principal"), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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WITNESS my hand and official seal.

Signature of Notary: *Roy C. McCallop*

Affiant _____ Known _____ Produced ID *Yes*

Type of ID *State ID: P026342-009*

(Seal)

DOB 12-24-1933

ROY C. McCALLOP
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: June 12, 2020
Commission # 12447887

ATTORNEY-IN-FACT / AGENT'S SIGNATURE AND ACKNOWLEDGMENT

I, Raymond Louis Haverland, am the person identified as the Attorney-in-Fact / Agent for the Principal named in this document and acknowledge my legal duties.

2/12/2018

Date

Raymond Louis Haverland

Signature

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ATTORNEY-IN-FACT / AGENT'S CERTIFICATION AS TO THE VALIDITY OF POWER OF ATTORNEY AND ATTORNEY-IN-FACT / AGENT'S AUTHORITY

I, RAYMOND LOUIS HAVERLAND (Name of Attorney-in-Fact / Agent), certify under penalty of perjury that Lillian Faye Haverland (Principal) granted me authority as Attorney-in-Fact / Agent or Successor Attorney-in-Fact / Agent in a power of attorney dated January 25, 2018

I further certify that to my knowledge:

(1) the Principal is alive and has not revoked the Power of Attorney or my authority to act under the Power of Attorney and the Power of Attorney and my authority to act under the Power of Attorney have not terminated;

(2) if the Power of Attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred; and

(3) if I was named as a successor attorney-in-fact / agent, the prior attorney-in-fact / agent is no longer able or willing to serve.

Raymond Louis Haverland
Attorney-in-Fact / Agent Signature and Date

Printed Name of Attorney-in-Fact / Agent, Address and Phone Number

RAYMOND LOUIS HAVERLAND
11250 E. 26TH LANE
YUMA, AZ 85367
Phone: 520-730-4275

State of Missouri

County of Platte, SS.:

Sworn to (or affirmed) and subscribed before me this 12th day of February, 2018, by Raymond Louis Haverland (Attorney-in-Fact / Agent).

Witness my hand and official Seal:

(SEAL)

Signature of Notary: [Signature]

Attorney-in-Fact / Agent Known Produced ID

Type of ID AZDL# A01289439

ANA C. CORREIA
Notary Public - Notary Seal
State of Missouri
Commissioned for Platte County
My Commission Expires: May 21, 2021
13466281

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DURABLE POWER OF ATTORNEY

EXHIBIT "A"

The powers granted by this document specifically include, but are not limited to, the following real property:

- 1) Lot 32, Rosewood, an addition to the City of Gladstone, Clay County, Missouri, according to the recorded plat thereof.
- 2) All of Lot 2, Block 11, Summerset 5th Plat, a subdivision of land in Kansas City, Clay County, Missouri, according to the recorded plat thereof.
- 3) All that part of Lot 3, GENESIS TRAILS – FIRST PLAT, a subdivision of land in Kansas City, Platte County, Missouri, described as follows: Beginning at the Southwesterly corner of said Lot 3; thence North 02 degrees 22 minutes 52 seconds East, along the Westerly line of said Lot 3, also being the Easterly Right-of-way line of North Gower Avenue, a distance of 37.50 feet; thence South 87 degrees 37 minutes 08 seconds East, a distance of 130.00 feet to the Easterly line of said Lot 3; thence South 02 degrees 22 minutes 52 seconds West along the Easterly line of said Lot 3, a distance of 37.50 feet to the Southeasterly corner of said Lot 3; thence North 87 degrees 37 minutes 08 seconds West along the Southerly line of said Lot 3, a distance of 130.00 feet to the Point of Beginning, shown as Tract B on Minor Subdivision – Lot Split July 28, 2014, under Document No. 201400800 in Book D at Page 305.

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