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 CAROL R. BONEBRAKE  
 KYLE R. RAMSEY\*\*  
 MEGAN L. LEWIS+  
 TUCKER L. POLING

**HOLBROOK & OSBORN, P.A.**  
**ATTORNEYS AT LAW**

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 HOLBROOKOSBORN.COM

DONALD H. CORSON  
 (1900-1985)

DONALD H. CORSON, JR.  
 (1926-2006)

ROBERT L. KENNEDY  
 (1924-2007)

ESTABLISHED 1980

\* ADMITTED IN KANSAS, MISSOURI AND DISTRICT OF COLUMBIA  
 \*\* ADMITTED IN KANSAS AND MISSOURI  
 \*\*\* ADMITTED IN KANSAS, MISSOURI AND NEBRASKA  
 + ADMITTED IN KANSAS, MISSOURI AND ILLINOIS

**MEMORANDUM**

TO: Board of Alderman  
 Brad Ratliff  
 Chief Gurin

FROM: Reid F. Holbrook  
 Megan L. Lewis

DATE: November 28, 2012

RE: City of Peculiar – Peddlers' Ordinance

For your review, we present, together with Chief Gurin, an ordinance revising Chapter 615 of the Peculiar Municipal Code, which regulates and licenses peddlers within City limits. It is our opinion that it is better to repeal the entirety of Chapter 615 and create a new chapter. The largest changes to Chapter 615 include:

- Typographical and formatting changes.
- A definitional change to "peddler" in Peculiar Municipal Code 615.010, as well as the addition of the concepts of "canvasser" and "solicitor."
- An exemption from the definition of peddler and solicitor in Peculiar Municipal Code Section 615.010 for persons who are seeking donations or to sell goods or services for a particular patriotic, philanthropic, social service, welfare, benevolent, educational, civic,

fraternal, or charitable firm, corporation, association, club, organization, society or other entity.

- A definitional change to "person" in Peculiar Municipal Code Section 615.010.
- The addition of a section regarding the purpose of the chapter and a policy statement.
- The imposition of license requirements for solicitors and peddlers; licenses are discretionary for canvassers.
- Restriction of activities within public rights-of-way.
- Expansion of application requirements.
- Restriction of investigation time to two business days.
- Imposition of a \$20.00 occupational fee upon peddlers.
- Implementation of an exemption for ice cream trucks in Peculiar Municipal Code Section 615.070.
- Imposition of limited hours of operation (8:00 a.m. to 8:00 p.m.).
- Clarification of the appellate procedure for license denials and revocations.
- Clarification of the renewal application procedure.

Please contact our office of any other questions or concerns regarding these provisions.

**BILL NO. 2012-48**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF PECULIAR, MISSOURI REGULATING PEDDLERS, SOLICITORS, AND CANVASSERS; ESTABLISHING REGISTRATION REQUIREMENTS FOR PEDDLERS AND SOLICITORS; AND PROVIDING PENALTIES.**

**WHEREAS**, the City is authorized, under Rev. Stat. Mo. § 94.270, to regulate, license, and levy/collect a license tax on peddlers; and

**WHEREAS**, the City is further authorized under Rev. Stat. Mo. §§ 79.130 and 79.450 to enact ordinances, rules, and regulations not otherwise inconsistent with Missouri laws and "expedient for maintaining the peace, good government and welfare of the city and its trade and commerce;" and

**WHEREAS**, this proposed ordinance will maintain the good government of the City of Peculiar by simultaneously promoting economic growth and protecting the safety and welfare of the Peculiar citizenry.

**NOW THEREFORE**, be it ordained by the Board of Aldermen of the City of Peculiar, Missouri as follows:

**SECTION I:** Pursuant to the authority granted by and subject to the provisions of Rev. Stat. Mo. §§ 79.130, 79.450, and 94.270, that Chapter 615 of the Peculiar Municipal Code be repealed and replaced with the following provisions:

**SECTION 610.010: PURPOSE**

It is the policy of the City of Peculiar, Missouri, to regulate the activities of solicitors, canvassers and peddlers in order to promote and protect the public health, safety and welfare. It is not the intent of this Chapter to interfere with or infringe upon the constitutionally protected right to freedom of speech or assembly, except to the minimum extent necessary to ensure the safety and right to privacy of the citizens of Peculiar, Missouri. This Chapter shall not apply to a federal, state, or local government employee, or to a public utility employee, in the performance of his/her duty for his/her employer.

**SECTION 610.020: DEFINITIONS**

As used in this Chapter, the following terms shall have these prescribed meanings:

*PEDDLERS:* A "peddler" is a person who attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident for the primary purpose of attempting to sell a good or service. A peddler shall not include any person who would otherwise constitute a peddler under this ordinance but is seeking donations or to sell goods/services for a particular patriotic, philanthropic, social service, welfare, benevolent, educational, civic, fraternal, or charitable firm, corporation, association, club, organization, society, or other entity.

*SOLICITORS:* A "solicitor" is a person who attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident for the primary purpose of: (1) distributing handbills or flyers for a commercial purpose; or (2) advertising an event, activity, good, or service that is offered to the resident for purchase at a location away from the residence or at a time different from the time of visit. A solicitor shall not include any person who would otherwise constitute a solicitor under this ordinance but is seeking donations or to sell goods/services for a particular patriotic, philanthropic, social service, welfare, benevolent, educational, civic, fraternal, or charitable firm, corporation, association, club, organization, society, or other entity.

*CANVASSERS:* A "canvasser" is a person who attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident for the primary purpose of: (1) attempting to enlist support for or against a particular religion, philosophy, ideology, political party, issue or candidate, even if incidental to such purpose the canvasser accepts the donation of money for or against such cause; or (2) distributing a handbill or flyer advertising a non-commercial event or service.

*PERSON:* Shall include the singular and the plural; and shall also mean and include any person, firm, corporation, association, club, co-partnership, society, organization, or any other entity.

### **SECTION 615.030: LICENSE REQUIRED; UNLAWFUL ACTIVITIES**

- A. It shall be unlawful for any person to engage in the business of peddling or soliciting, as defined in Section 615.020 of this Chapter, within the corporate limits of the City of Peculiar, Missouri, without first obtaining a license therefor and as provided herein.
- B. A person engaging in canvassing, as defined in Section 615.020 of this Chapter, within the corporate limits of the City of Peculiar, Missouri, shall not be required to have a license but may acquire one for the purpose of reassuring city residents of the canvasser's good faith.

- C. It shall be unlawful for any person, whether engaged in business or not, to solicit, offer for sale, transact the sale of goods or services, seek donations or contributions, or distribute materials in the right-of-way of any public road, street, or highway, regardless of whether such actions are for commercial, charitable, or non-profit purposes. It shall be further unlawful for any person to solicit, offer for sale, transact the sale of goods or services, seek donations or contributions, or distribute materials to persons situated within vehicles that are located within the right-of-way of any public road, street or highway, regardless of whether such actions are for commercial, charitable, or non-profit purposes. Nothing in this subsection shall be deemed to prohibit otherwise lawful non-commercial activities on sidewalks or other designated areas where such activities clearly do not hinder or stop vehicular traffic or adversely impact public safety. The prohibition with regard to public rights-of-way shall not apply to community sponsored activities, provided that prior to such activity, the sponsoring community organization has first obtained permissions from the City of Peculiar.

**SECTION 615.040: APPLICATION -- CONTENTS**

Each individual solicitor or peddler must have an individual license under this Chapter. Each individual canvasser may have an individual license under this Chapter. To this end, each applicant for a license must file a sworn application in writing on a form to be furnished by the Police Clerk, which shall give, at minimum, the following information:

1. Name and address of the applicant.
2. Copy of a valid driver's license, military identification card, passport, or other identification card with photo.
3. A brief description of the applicant's proposed activity; or a brief description of the nature of the business and the goods to be sold.
4. The length of time for which the right to do business is desired.
5. A list of all infractions, offenses, misdemeanor convictions, and felony convictions for each applicant for the seven years immediately prior to the application, as well as the punishment or penalty assessed therefor.
6. The motor vehicle make, model, year, color, and state license plate number of any vehicle that will be used by each person for whom the card is requested.
7. If the card is requested for a peddler:

- a. The name and permanent address of the business offering the event, activity, good, or service (i.e. the peddler's principal).
  - b. A copy of the principal's sales tax license as issued by the State of Missouri, provided that no copy of a license shall be required for any business that appears on the City's annual report of Sales Tax payees as provided by the Missouri Department of Revenue.
8. If the card is requested for a solicitor:
- a. The name and permanent address of the organization, person, or group for whom donations (or proceeds) are accepted.
  - b. The website for the organization, person, or group (or other address) where residents having subsequent questions can go for more information.
9. As relevant, proof of compliance with all County and State rules, orders, and statutes (including but not limited to Sections 150.470 - 150.540, RSMo.) concerning peddling.
10. Any other information the applicant wishes to provide, including (but not limited to): copies of literature to be distributed, references to other municipalities where similar activities have occurred, etc.

**SECTION 615.050: INVESTIGATION -- ISSUANCE OF LICENSE -- WHEN**

- A. Upon receipt of an application in accordance with Section 615.040 of this Chapter, the original shall be referred to the Chief of Police who shall cause such investigation of the applicant's business and moral character to be made as he/she deems necessary for the protection of the public good. Such an investigation is deemed by the City to be necessary in order to protect the public interest due to the fact that such activities involve unsolicited contact with persons that usually occur at another's residence. There shall be a waiting period of two (2) business days in order to afford necessary time to complete the investigation and to process the application with respect to those businesses for which an investigation is required by this Chapter.
- B. An applicant's license shall be issued unless it is determined by such investigation that any of the following conditions exist:

1. That the applicant has been convicted of a crime or misdemeanor of moral turpitude; or

2. As relevant, that the applicant has failed to comply with all County and State rules, orders, and statutes (including but not limited to Sections 150.470 through 150.540, RSMo.) concerning peddling.

C. If a canvasser requests an identification card, the investigation will proceed as described above, but if the City refuses to issue an identification card (or revokes it after issuance), the canvasser will be advised that the failure to procure an identification card does not prevent him/her from canvassing the residents of the City.

D. If, as a result of the investigation, none of the conditions set forth in Subsection (B) are found to exist, the Chief of Police shall endorse the application with his approval. The Police Clerk shall thereafter execute a license; and after collection of a \$20.00 occupational license fee (in the case of peddlers), deliver the applicant his license.

E. Such license shall contain the signature and seal of the Chief of Police and shall show the name, company, and photograph of the applicant; the expiration date of the license; and the manner in which the licensee will carry on his business (i.e. by foot, vehicle, etc.). The Police Clerk shall keep a permanent record of all licenses issued.

#### **SECTION 615.060: TRANSFER OF LICENSE PROHIBITED**

No license issued under the provisions of this Chapter shall be assignable, transferable, or used at any time by any person other than the one to whom it was issued. A licensee in default with any of the provisions of this Chapter or in any manner to the City of Peculiar, except as to current taxes, shall be prohibited from using his or her license until such default is cured.

#### **SECTION 615.070: LOUD NOISES AND SPEAKING DEVICES PROHIBITED**

No licensee under this Chapter, nor any person in his behalf, shall shout, make any cry out, blow a horn, or use any other sound device (including any loud speaking radio or sound amplifying system but excluding a bell) upon any of the streets, alleys, parks or other public places of the City of Peculiar (or upon any private premises in the City of Peculiar) where sound of sufficient volume is emitted or produced therefrom to be capable of being plainly heard upon the streets, avenues, alleys, parks or other public places for the purpose of attracting attention to any goods, wares, or merchandise that the licensee proposes to sell.

**SECTION 615.080: USE OF STREETS**

No licensee under this Chapter shall have any exclusive right to any location in the public streets or to any stationary location. Further, no licensee shall be permitted to operate in any congested area where his operations might impede or inconvenience the public. For the purpose of this Chapter, the judgment of a police officer, exercised in good faith, shall be deemed conclusive as to whether the area is congested or the public impeded or inconvenienced.

**SECTION 615.090: EXHIBITION OF LICENSE**

Licensees under this Chapter are required to exhibit their licenses at the request of any citizen. Licensees are required to display their license in the city-provided placard during all times of peddling, soliciting, and/or canvassing.

**SECTION 615.100: ACCEPTABLE HOURS OF OPERATION**

Licenses issued pursuant to this Chapter shall only be valid from 8:00 a.m. to 8:00 p.m. Operating outside of this time is strictly prohibited.

**SECTION 615.110: RECORDS – POLICE CLERK TO MAINTAIN -- RECORD ALL LICENSES AND REPORTS OF VIOLATIONS**

The Chief of Police shall report to the Police Clerk all convictions for violations of this Chapter. The Police Clerk shall maintain a record for each license issued and record the reports of violations therein.

**SECTION 615.120: REVOCATION OF LICENSES**

A. Licenses issued under the provisions of this Chapter may be revoked by the Chief of Police of the City of Peculiar after notice and hearing, in accordance with Section 615.130 of this Chapter, for any of the following causes.

1. Fraud, misrepresentation, or a false statement contained in the application for license.
2. Fraud, misrepresentation, or a false statement made in the course of carrying on the licensee's business or non-business endeavor.
3. Any violation of this Chapter.

4. Conviction of any crime or misdemeanor involving moral turpitude.

5. Conducting the business of peddling or soliciting in an unlawful manner or in such a manner so as to constitute a breach of peace or constitute a menace to the health, safety, or general welfare of the public.

B. Notice of the hearing for revocation of a license shall be given in writing and shall set forth: (1) the grounds of the complaint; and (2) the time/place of the hearing. Such notice shall be mailed, postage prepaid, to the licensee at his last known address at least five (5) days prior to the date set for the hearing.

**SECTION 615.130: DENIAL OF LICENSE -- APPEAL -- HEARING**

A. Any person aggrieved by the action of the Chief of Police or the Police Clerk involving the denial of any application for a license in accordance with Section 615.040 of this Chapter; or an action involving a decision relating to the revocation of a license in accordance with Section 615.120 of this Chapter, shall have the right of appeal to the Board of Aldermen of the City of Peculiar within fourteen (14) days after the notice of the action complained of has been mailed to such person's last known address.

B. The request for appeal shall consist of a written statement fully setting forth the grounds for the appeal.

C. The Board of Aldermen shall set a time and place for hearing on such appeal. Notice of the hearing shall be given to the appellant in the same manner as provided in Section 615.120 of this Chapter.

D. Except as otherwise required by law, the decision and order of the Board of Aldermen on the appeal shall be final and conclusive.

**SECTION 615.140: EXPIRATION OF LICENSES**

All licenses shall expire on the date specified in the license, but may be renewed from time to time for periods not exceeding one (1) year so long as the renewal applicant has not violated any provision of this Chapter and still meets the requirements set forth in Section 615.050 of this Chapter.

**SECTION 615.150: LICENSE RENEWAL -- PROCEDURE**

A person desirous of renewing a license issued in accordance with the provisions of this Chapter must submit a renewal application in accordance with Section 615.030 of this Chapter to the Police Clerk no later than five (5) days prior to the expiration of the present license. The application shall include an affidavit, wherein the applicant must swear:

1. That the applicant has not been convicted of a crime or misdemeanor of moral turpitude;
2. As relevant, that the applicant complies with all County and State rules, orders, and statutes (including but not limited to Sections 150.470 through 150.540, RSMo.) concerning peddling; and
3. That the applicant has adhered to all provisions of this Chapter.

**SECTION 615.160: VIOLATION AND PENALTY**

Any person violating any of the provisions of this Chapter shall, upon conviction thereof, be punished by a fine not to exceed one hundred dollars (\$100.00), by imprisonment not to exceed thirty (30) days, or both.

**SECTION II:** The effective date of this ordinance shall be \_\_\_\_\_, 2012.

**First Reading:** \_\_\_\_\_

**Second Reading:** \_\_\_\_\_

**BE IT REMEMBERED THE PRECEDING ORDINANCE WAS ADOPTED ON ITS SECOND READING THIS \_\_\_ DAY OF \_\_\_\_\_, 2012, BY THE FOLLOWING VOTE:**

Alderman Dunsworth \_\_\_\_\_  
 Alderman Fines \_\_\_\_\_  
 Alderman Gallagher \_\_\_\_\_

Alderman Ray \_\_\_\_\_  
 Alderman Stark \_\_\_\_\_  
 Alderman Turner \_\_\_\_\_

Approved:

Attest:

\_\_\_\_\_  
Ernest Jungmeyer, Mayor

\_\_\_\_\_  
Josette Poirier, City Clerk

**HOLBROOK & OSBORN, P.A.**  
**7400 WEST 110th STREET, SUITE 600**  
**OVERLAND PARK, KANSAS 66210**  
**Telephone (913) 342-2500**  
**Facsimile (913) 342-0603**  
E-Mail address [Rholbrook@HolbrookOsborn.com](mailto:Rholbrook@HolbrookOsborn.com)

## **CITY STAFF REPORT**

TO: Mayor Ernie Jungmeyer  
Board of Aldermen  
Brad Ratliff

FROM: Reid F. Holbrook  
Megan L. Lewis

DATE: December 13, 2012

RE: Involuntary Annexation of Certain Parcels In And Around The Site of the New  
211<sup>th</sup> Street Interchange

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On December 12, 2012, MoDOT renamed US Highway 71 to Interstate 49. Presumably, this will bring an increased volume of traffic around Peculiar, particularly if the Metropolitan Kansas City area continues to expand in a southerly direction. Each of you know that, due to a 50/50 cost-share partnership between the City of Peculiar and MoDOT, there will be construction of an interchange at approximately 211<sup>th</sup> Street and I-49 that is expected to be completed in late spring of 2015. Not only before completion of the interchange, but at or about the time the interchange is open, there will undoubtedly be an increase in real estate transactions in this area.

It is the belief of City Staff that one of the keys to Peculiar's growth will be land use decisions that are designed to not only make the City an attractive place to live, but also to engage in business. It is important that irresponsible developers not obtain control of large tracts of land and thus make it difficult for the City to control growth in an orderly and desirable manner.

Effectively the only method the City can employ to control growth is to bring lands, not currently in the City, into the City and therefore subject such lands to the zoning and land use regulations, as established by ordinance. To accomplish this goal, City staff is requesting the Board of Aldermen to approve the beginning of an annexation process designed to annex five (5) key parcels. Attached hereto is a map showing the numbered parcels. The parcels that will be part of the initial annexation effort are numbers 12, 13, 17, 19, and 20.

Although this will be an involuntary annexation, Gary Mallory advises staff that all of the landowners have been contacted and although they will not sign a Petition for a voluntary annexation, they have indicated to him that they will not oppose or resist the involuntary process. However, there is no guarantee that other citizens of Cass County will not attempt to derail this particular process.

In order to begin this involuntary annexation process, we present for you two resolutions: (1) a resolution stating the City of Peculiar's intention to annex; and (2) a resolution calling for an annexation election. After and assuming the passage of these resolutions, the sequence of annexation process will be as follows:

1. 12/17/2012: Consideration and potential passage of the resolutions stating the City's intention to annex and calling for an annexation election.
2. 12/26/2012: City Staff to send certified mail notice to property owners.
3. 01/07/2013: Introduction of Involuntary Annexation Ordinance at Work Session Meeting.
4. Weeks of 01/14/2013, 01/21/2013, and 01/28/2013: Public Notice to be provided regarding a public annexation hearing to be held on 02/18/2013. There should be three consecutive weeks of publication prior to the hearing (with last notice to be provided 10-20 days before the hearing).
5. 01/21/2013: First reading of Involuntary Annexation Ordinance.
6. 01/22/2013: Ballot submission/certification deadline.
7. 02/18/2013: Public hearing on annexation and presentation of the Plan of Intent. After the hearing, potential passage of the annexation ordinance.
8. 04/02/2013: Elections.

9. Assuming requisite support of the annexation at the elections, filing of a declaratory judgment action in the Circuit Court of Cass County, Missouri.

RFH:ld

cc: Trudy Prickett  
Carl Brooks, PE  
Nick Jacobs  
Josette Poirier



**RESOLUTION NO. 2012-57**

**A RESOLUTION OF THE CITY OF PECULIAR, MISSOURI WITH RESPECT TO THE PROPOSED ANNEXATION OF A CERTAIN UNINCORPORATED AREAS TO THE CITY OF PECULIAR, MISSOURI.**

**WHEREAS**, the City of Peculiar, Missouri, desires to adjust its corporate limits so as to annex a certain unincorporated area; and

**WHEREAS**, the area described in this Resolution is adjacent to the present corporate limits and contiguous to the present corporate limits of the City of Peculiar, Missouri; and

**WHEREAS**, the perimeter of the area proposed to be annexed is 28,555 feet, and the length of the contiguous boundary common to the existing corporate limits of the City of Peculiar, Missouri and the proposed area to be annexed is 11,063 feet, which is equal to at least fifteen percent of the length of the total perimeter of the area proposed for annexation; and

**WHEREAS**, the proposed annexation is in the best interests of those persons affected by it.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Aldermen of the City of Peculiar, Missouri, as follows:

**SECTION I.** That the City declares its intent to annex the following described unincorporated areas to the corporate limits of the City of Peculiar, Missouri;

- A. 21101 and 21107 South Peculiar Drive, legally described on Exhibit A to this Resolution.
- B. 2125 South Peculiar Drive, legally described on Exhibit B to this Resolution.
- C. East 211<sup>th</sup> Street and South School Road, legally described on Exhibit C to this Resolution.
- D. 11102 East 211<sup>th</sup> Street, legally described on Exhibit D to this Resolution.
- E. 21001 South East Outer Road, legally described on Exhibit E to this Resolution.

**SECTION II.** A public hearing on the proposed annexation will be held on the 18<sup>th</sup> day of February, 2013 at 6:30 p.m. in the City Hall (250 S. Main Street) of Peculiar, Missouri.

**SECTION III.** The City Clerk is hereby authorized and directed to cause a notice of the hearing to be published at least once a week for three consecutive weeks prior to the hearing, with at least one such notice being not more than twenty days and not less than ten days prior to

the hearing, in two newspapers of general circulation in Cass County, Missouri that are qualified to publish such legal notices.

**SECTION IV.** City Staff are hereby authorized and directed to notify all fee owners of record within the area proposed to be annexed of the public hearing by certified mail, not less than thirty and not more than sixty days before the hearing

**SECTION V.** The effective date of approval of this Resolution shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Upon a roll call, said Resolution was adopted by the following vote:

**Alderman Gallagher** \_\_\_\_\_  
**Alderman Fines** \_\_\_\_\_  
**Alderman Ray** \_\_\_\_\_

**Alderman Dunsworth** \_\_\_\_\_  
**Alderman Turner** \_\_\_\_\_  
**Alderman Stark** \_\_\_\_\_

**Approved:**

**Attest:**

\_\_\_\_\_  
**Ernest Jungmeyer, Mayor**

\_\_\_\_\_  
**Josette Poirier, City Clerk**

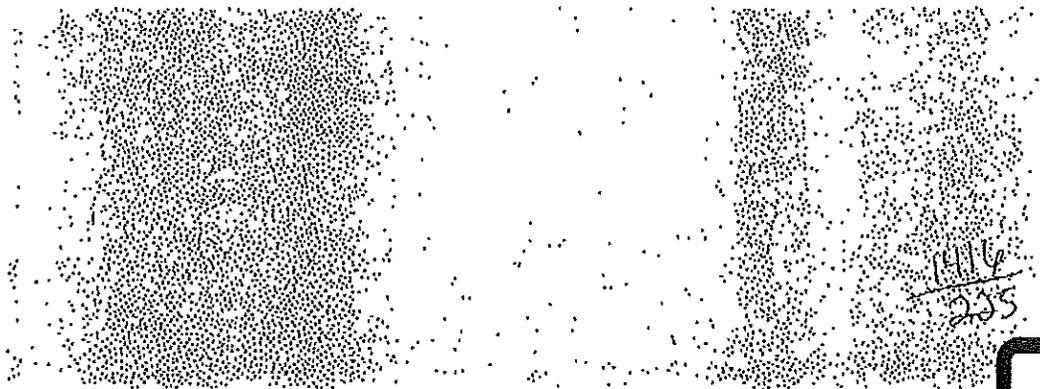
DEED OF PERSONAL REPRESENTATIVE

KNOW ALL PERSONS BY THESE PRESENTS, THAT:

WHEREAS, after having reviewed the Petition to Authorize Personal Representative To Execute Deed Of Personal Representative and the attached Contract For Deed dated February 26, 1977 and copy of the check paying the balance of the Contract For Deed, the Probate Division of the Circuit Court of Jackson County, Missouri by its order did authorize Carol Sangkhanet, Personal Representative of the Estate of Margaret M. Conroy, a/k/a Margaret J. Conroy, Deceased, Estated No. 167195, to execute a Deed of Personal Representative to the Buyers, Alfred E. Dikken and Margaret Helen Dikken.

HIGHT & ASSOCIATES, LAND TITLES, INC.  
P.O. BOX 130  
HARRISONVILLE, MISSOURI 64701

NOW, THEREFORE, in obedience to the order of said Court and in consideration of the payment of the full purchase price for said real property as stated in the Contract For Deed, the receipt of which is hereby acknowledged, I, Carol Sangkhanet, as Personal Representative of the Estate of Margaret M. Conroy, a/k/a Margaret J. Conroy, Deceased, do hereby Sell and Convey unto Alfred E. Dikken and Margaret Helen Dikken, husband and wife, as tenants by the entirety with rights of survivorship; not as tenants in common, their heirs and assigns, all of the right, title and interest which the said Margaret M. Conroy, a/k/a Margaret J. Conroy, Deceased, had in and to the following real property, described as:



1416  
225

EXHIBIT  
A

a five (5) acre tract of land in Cass County, Missouri, a part of the Northwest Quarter of Section Nine (9), in Township Forty Five (45); of Range Thirty-Two (32), described as follows: Beginning at the Northeast of said Northwest Quarter of said Section 9, thence West to the East line of old United States Highway Number 71 (said highway now also known as Peouliar Drive), to the true point of beginning, thence South along the East line of said Highway Number 71 330 feet, thence East 660 feet parallel to the North line of said Northwest Quarter section, thence North to a point on the said North line of said Northwest Quarter section which is 660 feet East of the true point of beginning, thence West to the true point of beginning containing five acres, more or less,

To Have and to Hold the premises aforesaid with all and singular the rights, privileges, appurtenances and immunities thereunto belonging or in any wise appertaining, unto the said Margaret M. Conroy, a/k/a Margaret J. Conroy, Deceased, her heirs and assigns forever.

IN WITNESS WHEREOF, I, Carol Sangkhanet, as Personal Representative of the Estate of Margaret M. Conroy, a/k/a Margaret J. Conroy, Deceased, have hereunto set my hand and seal on December 5, 1974.

  
Carol Sangkhanet  
Personal Representative of the  
Estate of Margaret M. Conroy  
a/k/a Margaret J. Conroy,  
Deceased,  
Estate No. 167199

ACKNOWLEDGEMENT

STATE OF MISSOURI )  
                          ) SS.  
COUNTY OF JACKSON )

On December 5, 1999, before me, the undersigned, a notary public in and for said County and State, personally appeared Ms. Carol Sangkhanet, 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 as Personal Representative of the Estate of Margaret M. Conroy, a/k/a Margaret J. Conroy, Deceased.

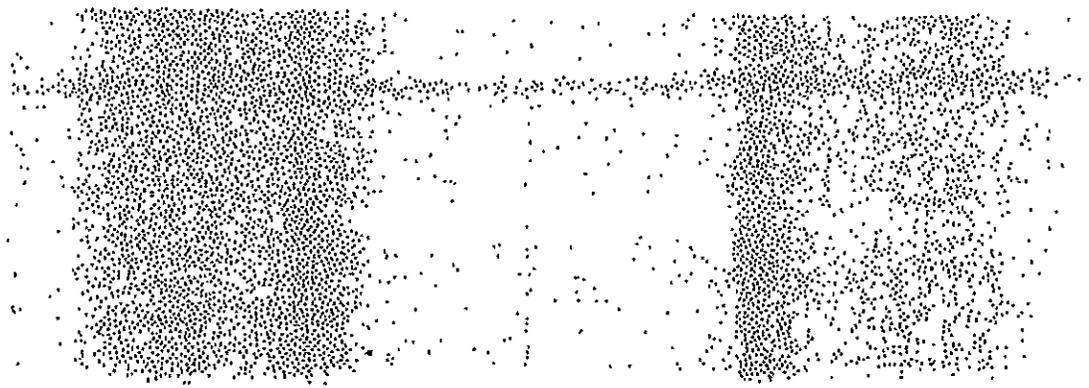
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Kansas City, Jackson County, Missouri, the day and year last written above.

Henry M. Attey  
Notary Public



1100  
1300  
5400

069109  
STATE OF MISSOURI  
COUNTY OF JACKSON  
SERIALIZED AND INDEXED  
94 DEC 28 P 3:45 J  
RECORDED IN BOOK 069109  
JUDICIAL COUNCIL FOR RECORDS  
DEPUTY



284463

30.00



STATE OF MISSOURI  
COUNTY OF CASS  
CERTIFIED INSTRUMENT RECORDED

2003 DEC 15 P 3:27.5

BOOK 002384 PAGE 000009  
SANDRA GREGORY, RECORDER

cb DEPUTY

TRUSTEE'S DEED

THIS INDENTURE, made as of the 15th day of December, 2003, by and between Mary Lou Stratemeier, Trustee of MARY LOU STRATEMBIER, REVOCABLE TRUST, MARY LOU STRATEMBIER, TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 19, 1993, Party of the First Part/Grantor(s), and WILHITE EQUINE SERVICES, L.L.C., a Missouri Limited Liability Company, Party of the Second Part/Grantee(s) (whose mailing address is 1604 Farview Road, Raymore, MO 64083.)

WITNESSETH: That the said Party of the First Part, in consideration of the sum of Ten Dollars and other good and valuable considerations (\$10.00) paid by the said Party of the Second Part (the receipt of which is hereby acknowledged), does by these presents hereby SELL and CONVEY unto the said Party of the Second Part, its successors and assigns, all of the right, title and interest of the said Trustee(s) in and to the following described real estate situate in the County of Cass, State of Missouri, to-wit:

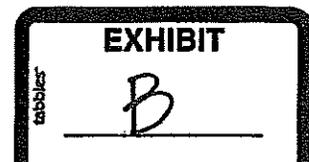
SEE ATTACHED "EXHIBIT A"

Subject to easements, restrictions, reservations and covenants, now of record, if any.

This Deed is made and given by the undersigned as Trustee(s) pursuant to the Power of Sale contained in the aforesaid Trust Agreement, which Agreement remains in full force and effect at this time. And the Party of the First Part further states that the power to sell and convey the real estate described hereinabove is granted under said Trust Agreement.

TO HAVE AND TO HOLD the premises aforesaid with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining unto the Party of the Second Part and unto its successors and assigns forever; the said Party of the First Part hereby covenanting that an indefeasible estate in fee of the aforesaid premises is vested in the said Trustee(s); that the said premises are free and clear from any encumbrance done or suffered by the Trustee(s) or those under whom the Trustee(s) claims; and further, that the said Party of the First Part will warrant and defend the title to the said premises unto the said Party of the

Flight & Associates Land Titles, Inc.  
Fulton, MO  
H2712 2



2384  
9

Second Part and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set her hand(s) and seal(s) the day and year above written.

*Mary Lou Stratemier, Trustee*  
MARY LOU STRATEMBIER,  
TRUSTEE

STATE OF MISSOURI     )  
                                  )ss  
COUNTY OF CASS    )

On this 15th day of December, 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared MARY LOU STRATEMBIER, to me known to be the person who executed the foregoing instrument as Trustee(s) of MARY LOU STRATEMBIER, REVOCABLE TRUST, MARY LOU STRATEMBIER, TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 19, 1993, and acknowledged that he/she/they executed the same as his/her/their free act and deed as Trustee(s) of said Trust and by authority granted therein.

Witness my hand and Notarial Seal subscribed and affixed in said county and State, the day and year in this certificate above written.

*Jeanne L. Trujillo*  
JEANNE L. TRUJILLO, Notary Public

My commission expires: JUNE 18, 2005

JEANNE L. TRUJILLO  
Notary Public--Notary Seal  
STATE OF MISSOURI  
Cass County  
My Commission Expires June 18, 2005

EXHIBIT A

Part of the Northwest Quarter of Section 9, Township 45, Range 32, in Cass County, Missouri, described as follows: From the Northwest corner of the Northwest Quarter of Section 9, aforesaid, run thence North 86 degrees 01 minutes 56 seconds East, along the North line of said Quarter Section, 1268.67 feet to the True Point of Beginning of the tract to be described; continuing thence North 86 degrees 01 minutes 56 seconds East, along the North line of the Northwest Quarter of Section 9, 609.50 feet to a point on the Westerly right-of-way line of U.S. Highway No. 71 as presently located; thence South 38 degrees 02 minutes 09 seconds East, along said right-of-way line, 225.28 feet; thence South 39 degrees 15 minutes 48 seconds East, along said right-of-way line, 400.0 feet; thence South 42 degrees 07 minutes 32 seconds East along said right-of-way line, 100.12 feet; thence South 39 degrees 15 minutes 48 seconds East, along said right-of-way line, 468.70 feet; thence South 40 degrees 03 minutes 08 seconds East, along said right-of-way line, 37.50 feet to a point on the East line of the Northwest Quarter of Section 9; thence South 0 degrees 43 minutes 17 seconds East, along the East line of the Northwest Quarter of Section 9, 353.59 feet; thence South 87 degrees 51 minutes 10 seconds West, 2196.23 feet to a point on the Easterly right-of-way of Old U.S. Highway No. 71; thence following said right-of-way line on a curve to the right, having a radius of 2959.56 feet and a chord bearing of North 3 degrees 50 minutes 14 seconds East, an arc distance of 369.90 feet; thence North 7 degrees 25 minutes 04 seconds East, along said right-of-way line, 601.06 feet; thence North 86 degrees 01 minutes 56 seconds East, parallel with the North line of the Northwest Quarter of Section 9, 726.45 feet; thence North 3 degrees 58 minutes 04 seconds West, 330.0 feet to the True Point of Beginning.



FILE NUMBER 507078  
OR BK 3602 PG 242  
RECORDED 09/06/2012 08:48:30 AM  
RECORDING FEE 30.00  
MIKE MEDSKER, RECORDER OF DEEDS  
CASS COUNTY, MISSOURI  
NM

*(Space above reserved for Recorder of Deeds certification)*

**Title of Document:** Special Warranty Deed

**Date of Document:** August 20, 2012

**Grantor(s):** First Community Bank

**Grantee(s):** Gary L. Dean and Brenda J. Dean, husband and wife

**Grantors' Address:** P.O. Box 2190, Lee's Summit, MO 64063

**Grantee's Address:** 911 South Prairie Lane, Raymore, MO 64083

**Legal Description:** See legal description below & continuing on page 2

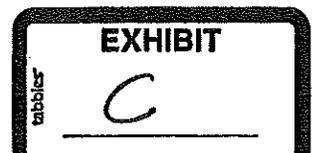
**Reference Book and Page(s):**

**SPECIAL WARRANTY DEED**

THIS INDENTURE made effective the 20th day of August, 2012, by and between, First Community Bank, a Missouri state bank, Party of the First Part, as Grantor, and Gary L. Dean and Brenda J. Dean, husband and wife, Parties of the Second Part, as Grantees; (mailing address of Grantees is 911 South Prairie Lane, Raymore, MO 64083).

WITNESSETH, that Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid by the Grantees, the receipt of which is hereby acknowledged, does by these presents SELL and CONVEY unto Grantees, and their heirs, personal representatives, successors and assigns, that certain real estate lying, being and situate in the County of Cass and State of Missouri, described as follows (the "Real Property"):

Part of the Northeast Quarter of Section 9 and part of the West half of the Northwest Quarter of Section 10, in Township 45, Range 32, Cass County, Missouri, described as follows: Beginning at the Northwest corner of the Northeast Quarter of Section 9, aforesaid, run thence North 88 degrees 56 minutes 46 seconds East along the North line thereof, 1787.48 feet to the Northwest corner of a tract of land described in Book 2015, Page 170 in the office of the Recorder of Deeds in Cass County, Missouri; thence South



1 degree 14 minutes 46 seconds West along the West line of said tract of land, 557.98 feet to the Southwest corner of said tract of land; thence South 88 degrees 46 minutes 09 seconds East along the South line of said tract of land, 1500.74 feet to the Southeast corner of said tract of land described in Book 2015, Page 170; thence South 1 degree 37 minutes 03 seconds West, 2236.63 feet to a point on the South line of the Northwest Quarter of said Section 10; thence North 87 degrees 56 minutes 28 seconds West along the South line of the Northwest Quarter of said Section 10, 618.22 feet to the Southeast corner of the Northeast Quarter of said Section 9; thence North 89 degrees 07 minutes 04 seconds West along the South line of said Northeast Quarter, 977.10 feet to a point on the East right-of-way line of U.S. Highway Number 71 as now located, thence North 36 degrees 21 minutes 58 seconds West along said right-of-way line, 79.33 feet; thence North 42 degrees 04 minutes 33 seconds West along said right-of-way line, 100.50 feet; thence North 36 degrees 21 minutes 58 seconds West along said right-of-way line, 575.00 feet; thence North 22 degrees 19 minutes 48 seconds West along said right-of-way line, 103.08 feet; thence North 36 degrees 21 minutes 58 seconds West along said right-of-way line, 425.00 feet; thence North 39 degrees 56 minutes 33 seconds West along said right-of-way line, 460.78 feet; thence North 36 degrees 21 minutes 58 seconds West along said right-of-way line, 1022.03 feet to a point on the West line of the Northeast Quarter of said Section 9; thence North 2 degrees 10 minutes 33 seconds East along said West line, 587.39 feet to the Point of Beginning, subject to the right-of-way of East 211th Street and School Road.

**SUBJECT TO:** all easements, restrictions, declarations, and reservations of record, if any; all taxes and assessments, general and special, not now due and payable; the rights of the public in and to parts thereof in streets, roads or alleys; and all real estate taxes for tax year 2012 and thereafter.

**TO HAVE AND TO HOLD** the real estate, together with all and singular the rights, privileges, easements, appurtenances and immunities thereto belonging or in anywise appertaining to the real estate, and all right, title and interest of Grantor in and to any land lying in the bed of any street, road, avenue or alley in front of or adjoining the real estate, unto Grantees and their heirs, personal representatives, successors and assigns forever. Grantor hereby covenants that the real estate is free and clear from any encumbrance done or suffered by Grantor; and that Grantor will warrant and defend the title to the real estate unto Grantees and unto their heirs, personal representatives, successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under Grantor except as expressly stated above.

**IN WITNESS WHEREOF**, the said Grantor have caused these presents to be signed effective as of the day and year set forth above.

FIRST COMMUNITY BANK,  
a Missouri state bank

By: 

Don Olson, Exec. Vice President

STATE OF MISSOURI )  
 ) sst  
COUNTY OF JACKSON )

On this 20 day of August, 2012, before me appeared Don Olson, to me personally known, and who, being by me duly sworn, did say that he is an Executive Vice President of First Community Bank, a Missouri state bank, and that the foregoing instrument was signed upon behalf of said bank by authority duly conferred upon him by its Board of Directors and Don Olson acknowledged said instrument to be the free act and deed of said bank.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in the State of Missouri, on the day and year last above written.

*Dusty L. Epperson*  
Print or type name: Dusty L. Epperson

My Commission Expires: 11-19-2014

DUSTY L. EPPERSON  
Notary Public-Notary Seal  
STATE OF MISSOURI  
Commissioned for Jackson County  
My Commission Expires: Nov. 19, 2014  
Commission # 10970263

  
 FILE NUMBER 408669  
 OR BK 03110 PG 0119  
 RECORDED 04/03/2008 01:06:34 PM  
 RECORDING FEE 27.00  
 SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS  
 CASS COUNTY, MISSOURI

T J



### MISSOURI WARRANTY DEED

This Deed, Made and entered into this 14<sup>th</sup> day of February, 2008, by and between Stillwell Properties, LLC, as Grantor(s), whose mailing address is P.O. Box 393, Stillwell, KS 66085 and LHM, LLC, as Grantee(s), whose mailing address is 5607 W. 223<sup>rd</sup> St., Bucyrus, KS 66013.

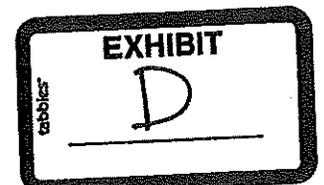
WITNESSETH, that the Grantor(s), for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the Grantee(s), the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the Grantee(s), the following described Real Estate, situated in the County of Cass, and State of Missouri, to-wit:

The South Half of the Southeast Quarter of Section 4, Township 4S, Range 32 in Cass County, Missouri.

Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning law or ordinance affecting the herein described property.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s), and to the heirs and assigns of such Grantor(s) forever.

The Grantor(s) hereby covenanting that the Grantor(s) and the heirs, executors, administrators and assigns of such Grantor(s), shall and will WARRANT AND DEFEND the title to the premises unto the Grantee(s), and to the heirs and assigns of such Grantee(s) forever, against the lawful claims of all persons whatsoever, excepting, however, the general taxes for the current calendar year and thereafter, and special taxes becoming a lien after the date of this deed.



IN WITNESS WHEREOF, the Grantor(s) has or have hereunto set their hands the day and year first above written.

STILWELL PROPERTIES, LLC

Patrick B Miller  
Patrick B. Miller, Member

John M. Storey  
John M. Storey, Member

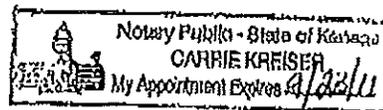
STATE OF KANSAS SS)  
COUNTY OF JOHNSON

BE IT REMEMBERED, That on this 14<sup>th</sup> day of FEBRUARY, 2008, before me, the undersigned, a Notary Public in and for said County and State, came Patrick B. Miller and John M. Storey, Members of Stilwell Properties, LLC, who is/are personally known to me to be the same person(s) who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Carrie Kreiser  
Notary Public

My appointment expires: 9/28/11



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283406

STATE OF MISSOURI  
COUNTY OF CASS  
CERTIFIED INSTRUMENT RECORDER

36-00

2003 DEC -2 A 10:42.0

BOOK 002378 PAGE 000182  
SANDRA GREGORY, RECORDER



DEPUTY

TRUSTEES' WARRANTY DEED

*\*grantor*  
THIS INDENTURE, Made on the 26TH day of NOVEMBER, A.D., Two Thousand Three, by and between RANDY L. GRIMES AND KAREN S. GRIMES, TRUSTEES UNDER TRUST AGREEMENT DATED DECEMBER 30, 1998, of the County of CASS, State of MISSOURI, party(ies) of the first part, PAUL D. MONROE AND MELANIE M. MONROE, HUSBAND AND WIFE of the County of JACKSON, State of MISSOURI, party(ies) of the second part, (Mailing address of said first named grantee is: *\*grantee*

1035 E. 68TH STREET, KANSAS CITY, MO 64132

WITNESSETH: THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION to him paid by said party of the second part (the receipt and legal sufficiency of which is hereby acknowledged), does by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said parties of the second part, their heirs and assigns, the following described lots, tracts or parcels of land, to-wit:

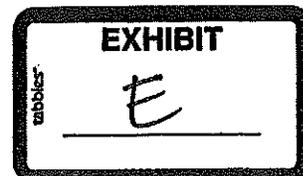
SEE EXHIBIT "A"

COMPET LAND TITLE, INC.  
P.O. BOX 206  
HARRISONVILLE, MO 64701  
03024713

Subject to easements, restrictions and reservations, if any, of record, and to all taxes and assessments, general and special, and subsequent years.

Grantor herein states that the land herein conveyed is an asset of the trust estate created by him under the above referenced trust agreement; the trust agreement provides that the trustee has the power to sell, convey, encumber, and otherwise transfer any part or all of the land; the terms of any conveyance are within the sole discretion of the trustee; that this deed was executed in exercise of said power; that the trust remains in full force and effect, never having been amended and or terminated; and that they are the duly appointed, qualified and acting trustees.

**TO HAVE AND TO HOLD** The promises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said party of the second part and unto their heirs and assigns forever; the said Grantor herein hereby covenanting that they are lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that they have by their or those under whom they claim; and that they will warrant and defend the title to the said premises unto the said parties of the second part and unto their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever, except as hereinabove set forth.



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IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand the day and year above written.

Randy L. Grimes, Trustee  
RANDY L. GRIMES, TRUSTEE

Karen S. Grimes, Trustee  
KAREN S. GRIMES, TRUSTEE

In the State of Missouri, County of Cass on this 26TH day of NOVEMBER, 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared RANDY L. GRIMES AND KAREN S. GRIMES, TRUSTEES UNDER TRUST AGREEMENT DATED DECEMBER 30, 1998, known to me to be the persons who executed the foregoing instrument in behalf of said trust estates, and acknowledged that they executed the same for the purpose therein stated.

WITNESS my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

Tina M. Cummins  
TINA M. CUMMINS, Notary Public

MY TERM EXPIRES: 9/29/2006

TINA M. CUMMINS  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Cass County  
My Commission Expires September 29, 2006

## EXHIBIT A

FILE: 03024713

THAT PART OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 45, RANGE 32 IN CASS COUNTY, MISSOURI, LYING NORTH AND EAST OF THE RIGHT OF WAY OF U.S. HIGHWAY NO. 71 SERVICE ROAD AND NORTH OF THE EXISTING COUNTY ROAD, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SOUTH QUARTER CORNER OF SECTION 4, RUN THENCE NORTH 0 DEGREES 17 MINUTES 58 SECONDS EAST, ALONG THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 4, 24.48 FEET TO A POINT IN THE NORTH LINE OF THE COUNTY ROAD, AND BEING THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE NORTH 89 DEGREES 35 MINUTES 00 SECONDS WEST, ALONG THE NORTH LINE OF THE COUNTY ROAD, 102.16 FEET; THENCE NORTH 67 DEGREES 46 MINUTES 38 SECONDS WEST, ALONG THE NORTH LINE OF THE HIGHWAY 71 SERVICE ROAD, 53.85 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 00 SECONDS WEST, ALONG SAID SERVICE ROAD, 110.50 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 246.50 FEET AND A CHORD BEARING OF NORTH 62 DEGREES 27 MINUTES 30 SECONDS WEST, A DISTANCE OF 233.40 FEET; THENCE NORTH 35 DEGREES 20 MINUTES 00 SECONDS WEST, 340.72 FEET TO THE POINT OF INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID HIGHWAY 71 SERVICE ROAD, WITH THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 4; THENCE NORTH 0 DEGREES 20 MINUTES 39 SECONDS EAST, 2225.08 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 89 DEGREES 49 MINUTES 57 SECONDS EAST, 659.24 FEET TO THE CENTER OF SECTION 4; THENCE SOUTH 0 DEGREES 17 MINUTES 58 SECONDS WEST, 2630.80 FEET TO THE POINT OF BEGINNING.

03024713

(B)

**HOLBROOK & OSBORN, P.A.**  
**7400 WEST 110th STREET, SUITE 600**  
**OVERLAND PARK, KANSAS 66210**

**Telephone (913) 342-2500**

**Facsimile (913) 342-0603**

**E-Mail address [Rholbrook@HolbrookOsborn.com](mailto:Rholbrook@HolbrookOsborn.com)**

**CITY STAFF REPORT**

**TO:** Mayor Ernie Jungmeyer  
Board of Aldermen  
Brad Ratliff

**FROM:** Reid F. Holbrook  
Megan L. Lewis

**DATE:** December 13, 2012

**RE:** Involuntary Annexation of Certain Parcels In And Around The Site of the New  
211<sup>th</sup> Street Interchange

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On December 12, 2012, MoDOT renamed US Highway 71 to Interstate 49. Presumably, this will bring an increased volume of traffic around Peculiar, particularly if the Metropolitan Kansas City area continues to expand in a southerly direction. Each of you know that, due to a 50/50 cost-share partnership between the City of Peculiar and MoDOT, there will be construction of an interchange at approximately 211<sup>th</sup> Street and I-49 that is expected to be completed in late spring of 2015. Not only before completion of the interchange, but at or about the time the interchange is open, there will undoubtedly be an increase in real estate transactions in this area.

It is the belief of City Staff that one of the keys to Peculiar's growth will be land use decisions that are designed to not only make the City an attractive place to live, but also to engage in business. It is important that irresponsible developers not obtain control of large tracts of land and thus make it difficult for the City to control growth in an orderly and desirable manner.

Effectively the only method the City can employ to control growth is to bring lands, not currently in the City, into the City and therefore subject such lands to the zoning and land use regulations, as established by ordinance. To accomplish this goal, City staff is requesting the Board of Aldermen to approve the beginning of an annexation process designed to annex five (5) key parcels. Attached hereto is a map showing the numbered parcels. The parcels that will be part of the initial annexation effort are numbers 12, 13, 17, 19, and 20.

Although this will be an involuntary annexation, Gary Mallory advises staff that all of the landowners have been contacted and although they will not sign a Petition for a voluntary annexation, they have indicated to him that they will not oppose or resist the involuntary process. However, there is no guarantee that other citizens of Cass County will not attempt to derail this particular process.

In order to begin this involuntary annexation process, we present for you two resolutions: (1) a resolution stating the City of Peculiar's intention to annex; and (2) a resolution calling for an annexation election. After and assuming the passage of these resolutions, the sequence of annexation process will be as follows:

1. 12/17/2012: Consideration and potential passage of the resolutions stating the City's intention to annex and calling for an annexation election.
2. 12/26/2012: City Staff to send certified mail notice to property owners.
3. 01/07/2013: Introduction of Involuntary Annexation Ordinance at Work Session Meeting.
4. Weeks of 01/14/2013, 01/21/2013, and 01/28/2013: Public Notice to be provided regarding a public annexation hearing to be held on 02/18/2013. There should be three consecutive weeks of publication prior to the hearing (with last notice to be provided 10-20 days before the hearing).
5. 01/21/2013: First reading of Involuntary Annexation Ordinance.
6. 01/22/2013: Ballot submission/certification deadline.
7. 02/18/2013: Public hearing on annexation and presentation of the Plan of Intent. After the hearing, potential passage of the annexation ordinance.
8. 04/02/2013: Elections.

9. Assuming requisite support of the annexation at the elections, filing of a declaratory judgment action in the Circuit Court of Cass County, Missouri.

RFH:ld

cc: Trudy Prickett  
Carl Brooks, PE  
Nick Jacobs  
Josette Poirier



**RESOLUTION 2012-58**

**A RESOLUTION CALLING FOR AN ELECTION ON THE ANNEXATION OF CERTAIN UNINCORPORATED AREAS.**

**WHEREAS**, a public hearing concerning the annexation of a certain unincorporated areas to the City of Peculiar, Missouri, will be held on the 18<sup>th</sup> day of February, 2013, at 6:30 p.m. in the City Hall (250 S. Main Street) of the City of Peculiar, Missouri, at which hearing will be presented the *Plan of Intent* (and evidence in support thereof) regarding the proposed annexation; and

**WHEREAS**, after the public hearing, the Board of Aldermen of the City of Peculiar will consider whether to adopt an ordinance to annex the unincorporated areas, which will be the subject of said hearing; and

**WHEREAS**, prior to the annexation, the City of Peculiar will file a declaratory judgment action with the Cass County Circuit Court, which will adjudicate the issue of whether the proposed annexation of the unincorporated areas is reasonable and necessary to the proper development of the City of Peculiar, Missouri.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF PECULIAR, MISSOURI, AS FOLLOWS:**

**SECTION I.** A proposition to extend the city limits of the City of Peculiar, Missouri, so as to embrace and include all that territory located in the County of Cass, Missouri, and as described on the deeds attached hereto as Exhibits A – E, shall be submitted to the voters of the City of Peculiar, Missouri, and to the voters of unincorporated territory subject to the annexation proceedings of the City of Peculiar, Missouri. An election shall be held and conducted for these two areas on the Tuesday, the 2<sup>nd</sup> day of April, 2013, at the polling places as selected by the Cass County Election Authority for the conduct of the election held on said date. The returns of the election on this proposition shall be made at the same time, and in the same manner, and shall be canvassed and the results declared in all respects in accordance with the laws of the State of Missouri and with all ordinances of said City of Peculiar, Missouri.

**SECTION II.** The City Clerk is authorized and directed to prepare and cause to be furnished to the Cass County Election Authority, for publication in a newspaper published and of general circulation in the County of Cass, Missouri, a certified copy of the notice of election. The legal publication shall describe the area located in the County of Cass to be embraced and included by the extension in substantially the following form:

## NOTICE OF ANNEXATION ELECTION

Notice is hereby given that at an election to be held in the City of Peculiar, Missouri, and certain territory located in the County of Cass, Missouri, on Tuesday, the 2<sup>nd</sup> day of April, 2013, there will be submitted to the qualified electors of those two areas the following proposition:

### PROPOSITION

Shall the city limits of the City of Peculiar, in the County of Cass, State of Missouri, be extended so as to embrace and include all the unincorporated areas lying within the following boundary lines and found in the County of Cass:

A five (5) acre tract of land in Cass County, Missouri, a part of the Northwest Quarter of Section Nine (9), in Township Forty Five (45); of Range Thirty-Two (32), described as follows: Beginning at the Northeast of said Northwest Quarter of said Section 9, thence West to the East line of old United States Highway Number 71 (said highway now also known as Peculiar Drive), to the true point of beginning, thence South along the East line of said Highway Number 71 330 feet, thence East 660 feet parallel to the North line of said Northwest Quarter section, thence North to a point on the said North line of said Northwest Quarter section which is 660 feet East of the true point of beginning, thence West to the true point of beginning containing five acres, more or less.

Part of the Northwest Quarter of Section 9, Township 45, Range 32, in Cass County, Missouri, described as follows: From the Northwest corner of the Northwest Quarter of Section 9, aforesaid, run thence North 86 degrees of 01 minutes 56 seconds East, along the North line of said Quarter Section, 1268.67 feet to the True Point of Beginning of the tract to be described; continuing thence North 86 degrees 01 minutes 56 seconds East, along the North line of the Northwest Quarter of Section 9, 609.50 feet to a point on the Westerly right-of-way line of U.S. Highway No. 71 as presently located; thence South 38 degrees 02 minutes 09 seconds East, along said right-of-way line, 225.28 feet, thence South 39 degrees 15 minutes 48 seconds East, along said right-of-way line, 400.0 feet; thence South 42 degrees 07 minutes 32 seconds East along said right-of-way line, 100.12 feet; thence South 39 degrees 15 minutes 48 seconds East, along said right-of-way line, 465.70 feet; thence South 40 degrees 03 minutes 08 seconds East, along said right-of-way line, 37.50 feet to a point on the East line of the Northwest Quarter of Section 9; thence South 0 degrees 43 minutes 17 seconds East, along the East line of the Northwest Quarter of Section 9, 353.59 feet; thence South 87 degrees 51 minutes 10 seconds West, 2196.23 feet to a point on the Easterly right-of-way of Old U.S. Highway No. 71; thence following said right-of-way line on a curve to the right, having a radius of 2959.56 feet and a chord bearing of North 3 degrees 50 minutes 14 seconds East, an arc distance of 369.90 feet; thence North 7 degrees 25 minutes 04 seconds East, along said right-of-way

line, 601.06 feet; thence North 86 degrees 01 minutes 56 seconds East, parallel with the North line of the Northwest Quarter of Section 9, 726.45 feet; thence North 3 degrees 58 minutes 04 seconds West, 330.0 feet to the True Point of Beginning.

Part of the Northeast Quarter of Section 9 and part of the West half of the Northwest Quarter of Section 10, in Township 45, Range 32, Cass County, Missouri, described as follows: Beginning at the Northwest corner of the Northeast Quarter of Section 9, aforesaid, run thence North 88 degrees 56 minutes 46 seconds East along the North line thereof, 1757.48 feet to the Northwest corner of a tract of land described in Book 2015, Page 170 in the office of the Recorder of Deeds in Cass County, Missouri; thence South 1 degree 14 minutes 46 seconds West along the West line of said tract of land, 557.98 feet to the Southwest corner of said tract of land; thence South 88 degrees 46 minutes 09 seconds East along the South line of said tract of land, 1500.74 feet to the Southeast corner of said tract of land described in Book 2015, Page 170; thence South 1 degree 37 minutes 03 seconds West, 2236.68 feet to a point on the South line of the Northwest Quarter of said Section 10; thence North 87 degrees 56 minutes 28 seconds West along the South line of the Northwest Quarter of said Section 10, 618.22 feet to the Southeast corner of the Northeast Quarter of said Section 9; thence North 89 degrees 07 minutes 04 seconds West along the South line of said Northeast Quarter, 977.10 feet to a point on the East right-of-way line of U.S. Highway Number 71 as now located, thence North 36 degrees 21 minutes 58 seconds West along said right-of-way line, 79.33 feet; thence North 42 degrees 04 minutes 33 seconds West along said right-of-way line, 100.50 feet; thence North 36 degrees 21 minutes 58 seconds West along said right-of-way line, 575.00 feet; thence North 22 degrees 19 minutes 48 seconds West along said right-of-way line, 103.08 feet; thence North 36 degrees 21 minutes 58 seconds West along said right-of-way line, 425.00 feet; thence North 39 degrees 56 minutes 33 seconds West along said right-of-way line, 400.78 feet; thence North 36 degrees 21 minutes 58 seconds West along said right-of-way line, 1022.03 feet to a point on the West line of the Northeast Quarter of said Section 9; thence North 2 degrees 10 minutes 33 seconds East along said West line, 587.39 feet to the Point of Beginning, subject to the right-of-way of East 211<sup>th</sup> Street and School Road.

The South Half of the Southeast Quarter of Section 4, Township 45, Range 32 in Cass County, Missouri.

That part of the East half of the East half of the Southwest Quarter of Section 4, Township 45, Range 32 in Cass County, Missouri, lying North and East of the right-of-

way of U.S. Highway No. 71 service road and North of the existing county road, and more particularly described as follows: From the South Quarter corner of Section 4, run thence North 0 degrees 17 minutes 58 seconds East, along the North and South center line of said Section 4, 24.48 feet to a point in the North line of the county road, and being the true point of beginning of the tract to be described; thence North 89 degrees 35 minutes 00 seconds West, along the North line of the county road, 102.16 feet; thence North 67 degrees 46 minutes 38 seconds West, along the North line of the highway 71 service road, 53.85 feet; thence North 89 degrees 35 minutes 00 seconds West, along said service road, 110.50 feet, thence on a curve to the right having a radius of 246.50 feet and a chord bearing of North 62 degrees 27 minutes 30 seconds West, a distance of 233.40 feet; thence North 35 degrees 20 minutes 00 seconds West, 340.72 feet to the point of intersection of the Northeasterly right of way line of said highway 71 service road, with the West line of the East half of the East half of the Southwest Quarter of Section 4; thence North 0 degrees 20 minutes 39 seconds East, 2225.08 feet to the Northwest corner thereof; thence North 89 degrees 49 minutes 57 seconds East, 659.24 feet to the center of Section 4; thence South 0 degrees 17 minutes 58 seconds West, 2630.80 feet to the point of beginning.

Said election will be held on the date aforesaid at the polling place as selected by the Cass County Election Authority for the conduct of the election held on said date.

The polls of the election will be kept open from 6 a.m. until 7 p.m. local time on said 2<sup>nd</sup> day of April, 2013.

All persons who are legal voters and who have registered before 5:00 p.m. on the fourth Wednesday before the election is to be held will be entitled to vote at the election.

Given under my hand and corporate seal of the City of Peculiar, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

---

**Josette Poirier, City Clerk of Peculiar, Missouri**

Which notice shall be published in accordance with the requirements of the Comprehensive Election Act of 1977, Section 115.001 to 115.641 RSMo.

**SECTION III.** The effective date of approval of this Resolution shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Upon a roll call, said Resolution was adopted by the following vote:

**Alderman Gallagher** \_\_\_\_\_

**Alderman Fines** \_\_\_\_\_

**Alderman Ray** \_\_\_\_\_

**Alderman Dunsworth** \_\_\_\_\_

**Alderman Turner** \_\_\_\_\_

**Alderman Stark** \_\_\_\_\_

**Approved:**

**Attest:**

\_\_\_\_\_  
**Ernest Jungmeyer, Mayor**

\_\_\_\_\_  
**Josette Poirier, City Clerk**

DEED OF PERSONAL REPRESENTATIVE

KNOW ALL PERSONS BY THESE PRESENTS, THAT:

WHEREAS, after having reviewed the Petition to Authorize Personal Representative To Execute Deed Of Personal Representative and the attached Contract For Deed dated February 26, 1977 and copy of the check paying the balance of the Contract For Deed, the Probate Division of the Circuit Court of Jackson County, Missouri by its order did authorize Carol Sangkhanet, Personal Representative of the Estate of Margaret M. Conroy, a/k/a Margaret J. Conroy, Deceased, Estated No. 167195, to execute a Deed of Personal Representative to the Buyers, Alfred E. Dibben and Margaret Helen Dibben.

FRIGHT & ASSOCIATES, LAND TITLES, INC.  
 P.O. BOX 120  
 HARRISONVILLE, MISSOURI 64701

NOW, THEREFORE, in obedience to the order of said Court and in consideration of the payment of the full purchase price for said real property as stated in the Contract For Deed, the receipt of which is hereby acknowledged, I, Carol Sangkhanet, as Personal Representative of the Estate of Margaret M. Conroy, a/k/a Margaret J. Conroy, Deceased, do hereby Sell and Convey unto Alfred E. Dibben and Margaret Helen Dibben, husband and wife, as tenants by the entirety with rights of survivorship; not as tenants in common, their heirs and assigns, all of the right, title and interest which the said Margaret M. Conroy, a/k/a Margaret J. Conroy, Deceased, had in and to the following real property, described as:



1416  
225

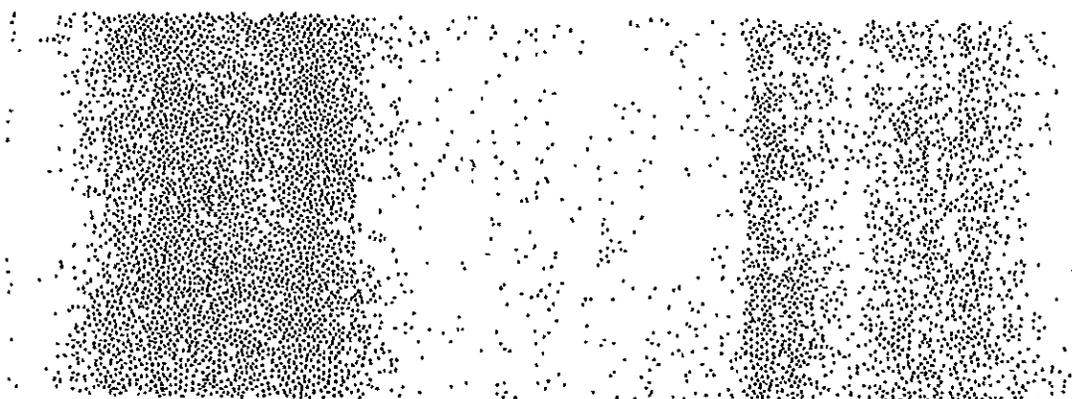


a five (5) acre tract of land in Cass County, Missouri, a part of the Northwest Quarter of Section Nine (9), in Township Forty Five (45); of Range Thirty-Two (32), described as follows: Beginning at the Northeast of said Northwest Quarter of said Section 9, thence West to the East line of old United States Highway Number 71 (said highway now also known as Peculiar Drive), to the true point of beginning, thence South along the East line of said Highway Number 71 330 feet, thence East 660 feet parallel to the North line of said Northwest Quarter section, thence North to a point on the said North line of said Northwest Quarter section which is 660 feet East of the true point of beginning, thence West to the true point of beginning containing five acres, more or less.

To Have and to Hold the premises aforesaid with all and singular the rights, privileges, appurtenances and immunities thereunto belonging or in any wise appertaining, unto the said Margaret M. Conroy, a/k/a Margaret J. Conroy, Deceased, her heirs and assigns forever.

IN WITNESS WHEREOF, I, Carol Sangkhanet, as Personal Representative of the Estate of Margaret M. Conroy, a/k/a Margaret J. Conroy, Deceased, have hereunto set my hand and seal on December 5, 1994.

  
 Carol Sangkhanet  
 Personal Representative of the  
 Estate of Margaret M. Conroy  
 a/k/a Margaret J. Conroy,  
 Deceased,  
 Estate No. 167193



ACKNOWLEDGEMENT

STATE OF MISSOURI }  
COUNTY OF JACKSON } ss.

On December 5, 1999, before me, the undersigned, a notary public in and for said County and State, personally appeared Ms. Carol Sangkhanet, 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 as Personal Representative of the Estate of Margaret M. Conroy, a/k/a Margaret J. Conroy, Deceased.

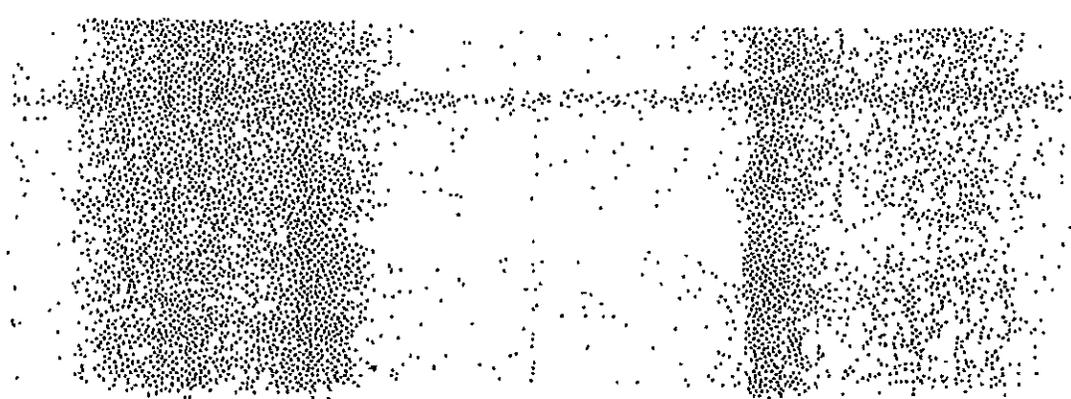
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Kansas City, Jackson County, Missouri, the day and year last written above.

Henry M. Atberry  
Notary Public



1100  
12-28-99  
12-28-99

069109  
STATE OF MISSOURI  
COUNTY OF JACKSON  
RECORDED INSTRUMENT REQUIRED  
91 DEC 28 9 31 AM  
RECORDED IN BOOK 1100 PAGE 225  
JUDITH ANN REEDER  
DEPUTY



284463

30.00

STATE OF MISSOURI  
COUNTY OF CASS  
CERTIFIED INSTRUMENT RECORDED

2003 DEC 15 P 3:27.5

BOOK 002384 PAGE 000009

SANDRA GREGORY, RECORDER

eb DEPUTY



TRUSTEE'S DEED

THIS INDENTURE, made as of the 15th day of December, 2003, by and between Mary Louo Stratemeyer, Trustee of MARY LOU STRATEMBIER, REVOCABLE TRUST, MARY LOU STRATEMBIER, TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 19, 1993, Party of the First Part/Grantor(s), and WILHITE BOVINE SERVICES, L.L.C., a Missouri Limited Liability Company, Party of the Second Part/Grantee(s) (whose mailing address is 1604 Farview Road, Raymore, MO 64083.)

WITNESSETH: That the said Party of the First Part, in consideration of the sum of Ten Dollars and other good and valuable considerations (\$10.00) paid by the said Party of the Second Part (the receipt of which is hereby acknowledged), does by these presents hereby SELL and CONVEY unto the said Party of the Second Part, its successors and assigns, all of the right, title and interest of the said Trustee(s) in and to the following described real estate situate in the County of Cass, State of Missouri, to-wit:

SEE ATTACHED "EXHIBIT A"

Subject to easements, restrictions, reservations and covenants, now of record, if any.

This Deed is made and given by the undersigned as Trustee(s) pursuant to the Power of Sale contained in the aforesaid Trust Agreement, which Agreement remains in full force and effect at this time. And the Party of the First Part further states that the power to sell and convey the real estate described hereinabove is granted under said Trust Agreement.

TO HAVE AND TO HOLD the premises aforesaid with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining unto the Party of the Second Part and unto its successors and assigns forever; the said Party of the First Part hereby covenanting that an indefeasible estate in fee of the aforesaid premises is vested in the said Trustee(s); that the said premises are free and clear from any encumbrance done or suffered by the Trustee(s) or those under whom the Trustee(s) claims; and further, that the said Party of the First Part will warrant and defend the title to the said premises unto the said Party of the

Flight & Associates Land Titles, Inc.  
Fenton, MO  
H2712 2

EXHIBIT  
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Second Part and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set her hand(s) and seal(s) the day and year above written.

*Mary Lou Stratemeyer*  
MARY LOU STRATEMEIER,  
TRUSTEE

STATE OF MISSOURI     )  
                                  )ss  
COUNTY OF CASS     )

On this 15th day of December, 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared MARY LOU STRATEMEIER, to me known to be the person who executed the foregoing instrument as Trustee(s) of MARY LOU STRATEMEIER, REVOCABLE TRUST, MARY LOU STRATEMEIER, TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 19, 1993, and acknowledged that he/she/they executed the same as his/her/their free act and deed as Trustee(s) of said Trust and by authority granted therein.

Witness my hand and Notarial Seal subscribed and affixed in said county and State, the day and year in this certificate above written.

*Jeanne L. Trujillo*  
JEANNE L. TRUJILLO, Notary Public

My commission expires: JUNE 18, 2005

JEANNE L. TRUJILLO  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Cass County  
My Commission Expires June 18, 2005

EXHIBIT A

Part of the Northwest Quarter of Section 9, Township 45, Range 32, in Cass County, Missouri, described as follows: From the Northwest corner of the Northwest Quarter of Section 9, aforesaid, run thence North 86 degrees of 01 minutes 56 seconds East, along the North line of said Quarter Section, 1268.67 feet to the True Point of Beginning of the tract to be described; continuing thence North 86 degrees 02 minutes 56 seconds East, along the North line of the Northwest Quarter of Section 9, 609.50 feet to a point on the Westerly right-of-way line of U.S. Highway No. 71 as presently located; thence South 38 degrees 02 minutes 09 seconds East, along said right-of-way line, 225.28 feet; thence South 39 degrees 15 minutes 48 seconds East, along said right-of-way line, 400.0 feet; thence South 42 degrees 07 minutes 32 seconds East along said right-of-way line, 100.12 feet; thence South 39 degrees 15 minutes 48 seconds East, along said right-of-way line, 465.70 feet; thence South 40 degrees 03 minutes 08 seconds East, along said right-of-way line, 37.50 feet to a point on the East line of the Northwest Quarter of Section 9; thence South 0 degrees 43 minutes 17 seconds East, along the East line of the Northwest Quarter of Section 9, 353.59 feet; thence South 87 degrees 51 minutes 10 seconds West, 2196.23 feet to a point on the Easterly right-of-way of Old U.S. Highway No. 71; thence following said right-of-way line on a curve to the right, having a radius of 2959.56 feet and a chord bearing of North 3 degrees 50 minutes 14 seconds East, an arc distance of 369.90 feet; thence North 7 degrees 25 minutes 04 seconds East, along said right-of-way line, 501.06 feet; thence North 86 degrees 01 minutes 56 seconds East, parallel with the North line of the Northwest Quarter of Section 9, 726.45 feet; thence North 3 degrees 58 minutes 04 seconds West, 330.0 feet to the True Point of Beginning.

**EXHIBIT A**

FILE: 03024713

THAT PART OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 45, RANGE 32 IN CASS COUNTY, MISSOURI, LYING NORTH AND EAST OF THE RIGHT OF WAY OF U.S. HIGHWAY NO. 71 SERVICE ROAD AND NORTH OF THE EXISTING COUNTY ROAD, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SOUTH QUARTER CORNER OF SECTION 4, RUN THENCE NORTH 0 DEGREES 17 MINUTES 58 SECONDS EAST, ALONG THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 4, 24.48 FEET TO A POINT IN THE NORTH LINE OF THE COUNTY ROAD, AND BEING THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE NORTH 89 DEGREES 35 MINUTES 00 SECONDS WEST, ALONG THE NORTH LINE OF THE COUNTY ROAD, 102.16 FEET; THENCE NORTH 67 DEGREES 46 MINUTES 38 SECONDS WEST, ALONG THE NORTH LINE OF THE HIGHWAY 71 SERVICE ROAD, 53.85 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 00 SECONDS WEST, ALONG SAID SERVICE ROAD, 110.50 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 246.50 FEET AND A CHORD BEARING OF NORTH 62 DEGREES 27 MINUTES 30 SECONDS WEST, A DISTANCE OF 233.40 FEET; THENCE NORTH 35 DEGREES 20 MINUTES 00 SECONDS WEST, 340.72 FEET TO THE POINT OF INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID HIGHWAY 71 SERVICE ROAD, WITH THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 4; THENCE NORTH 0 DEGREES 20 MINUTES 39 SECONDS EAST, 2225.08 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 89 DEGREES 49 MINUTES 57 SECONDS EAST, 659.24 FEET TO THE CENTER OF SECTION 4; THENCE SOUTH 0 DEGREES 17 MINUTES 58 SECONDS WEST, 2630.80 FEET TO THE POINT OF BEGINNING.

03024713

(B)



FILE NUMBER 507078  
OR BK 3602 PG 242  
RECORDED 09/06/2012 08:48:30 AM  
RECORDING FEE 30.00  
MIKE MEDSKER, RECORDER OF DEEDS  
CASS COUNTY, MISSOURI  
NM

*(Space above reserved for Recorder of Deeds certification)*

**Title of Document:** Special Warranty Deed

**Date of Document:** August 20, 2012

**Grantor(s):** First Community Bank

**Grantee(s):** Gary L. Dean and Brenda J. Dean, husband and wife

**Grantors' Address:** P.O. Box 2190, Lee's Summit, MO 64063

**Grantee's Address:** 911 South Prairie Lane, Raymore, MO 64083

**Legal Description:** See legal description below & continuing on page 2

**Reference Book and Page(s):**

**SPECIAL WARRANTY DEED**

**THIS INDENTURE** made effective the 20th day of August, 2012, by and between, First Community Bank, a Missouri state bank, Party of the First Part, as Grantor, and Gary L. Dean and Brenda J. Dean, husband and wife, Parties of the Second Part, as Grantees; (mailing address of Grantees is 911 South Prairie Lane, Raymore, MO 64083).

**WITNESSETH**, that Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid by the Grantees, the receipt of which is hereby acknowledged, does by these presents **BELL** and **CONVEY** unto Grantees, and their heirs, personal representatives, successors and assigns, that certain real estate lying, being and situate in the County of Cass and State of Missouri, described as follows (the "Real Property"):

Part of the Northeast Quarter of Section 9 and part of the West half of the Northwest Quarter of Section 10, in Township 45, Range 32, Cass County, Missouri, described as follows: Beginning at the Northwest corner of the Northeast Quarter of Section 9, aforesaid, run thence North 88 degrees 56 minutes 46 seconds East along the North line thereof, 1787.48 feet to the Northwest corner of a tract of land described in Book 2015, Page 170 in the office of the Recorder of Deeds in Cass County, Missouri; thence South

**EXHIBIT**  
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1 degree 14 minutes 46 seconds West along the West line of said tract of land, 557.98 feet to the Southwest corner of said tract of land; thence South 88 degrees 46 minutes 09 seconds East along the South line of said tract of land, 1500.74 feet to the Southeast corner of said tract of land described in Book 2016, Page 170; thence South 1 degree 37 minutes 03 seconds West, 2236.68 feet to a point on the South line of the Northwest Quarter of said Section 10; thence North 87 degrees 56 minutes 28 seconds West along the South line of the Northwest Quarter of said Section 10, 618.22 feet to the Southeast corner of the Northeast Quarter of said Section 9; thence North 89 degrees 07 minutes 04 seconds West along the South line of said Northeast Quarter, 977.10 feet to a point on the East right-of-way line of U.S. Highway Number 71 as now located, thence North 36 degrees 21 minutes 58 seconds West along said right-of-way line, 79.33 feet; thence North 42 degrees 04 minutes 33 seconds West along said right-of-way line, 100.50 feet; thence North 36 degrees 21 minutes 58 seconds West along said right-of-way line, 575.00 feet; thence North 22 degrees 19 minutes 48 seconds West along said right-of-way line, 103.08 feet; thence North 36 degrees 21 minutes 58 seconds West along said right-of-way line, 425.00 feet; thence North 39 degrees 56 minutes 33 seconds West along said right-of-way line, 400.78 feet; thence North 36 degrees 21 minutes 58 seconds West along said right-of-way line, 1022.03 feet to a point on the West line of the Northeast Quarter of said Section 9; thence North 2 degrees 10 minutes 33 seconds East along said West line, 587.39 feet to the Point of Beginning, subject to the right-of-way of East 211th Street and School Road.

**SUBJECT TO:** all easements, restrictions, declarations, and reservations of record, if any; all taxes and assessments, general and special, not now due and payable; the rights of the public in and to parts thereof in streets, roads or alleys; and all real estate taxes for tax year 2012 and thereafter.

**TO HAVE AND TO HOLD** the real estate, together with all and singular the rights, privileges, easements, appurtenances and immunities thereto belonging or in anywise appertaining to the real estate, and all right, title and interest of Grantor in and to any land lying in the bed of any street, road, avenue or alley in front of or adjoining the real estate, unto Grantees and their heirs, persons representatives, successors and assigns forever. Grantor hereby covenants that the real estate is free and clear from any encumbrance done or suffered by Grantor; and that Grantor will warrant and defend the title to the real estate unto Grantees and unto their heirs, persons representatives, successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under Grantor except as expressly stated above.

**IN WITNESS WHEREOF**, the said Grantor have caused these presents to be signed effective as of the day and year set forth above.

FIRST COMMUNITY BANK,  
a Missouri state bank

By: 

Don Olson, Exec. Vice President

STATE OF MISSOURI )  
 ) sst  
COUNTY OF JACKSON )

On this 20 day of August, 2012, before me appeared Don Olson, to me personally known, and who, being by me duly sworn, did say that he is an Executive Vice President of First Community Bank, a Missouri state bank, and that the foregoing instrument was signed upon behalf of said bank by authority duly conferred upon him by its Board of Directors and Don Olson acknowledged said instrument to be the free act and deed of said bank.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in the State of Missouri, on the day and year last above written.

*Dusty L. Epperson*  
Print or type name: Dusty L. Epperson

My Commission Expires: 11-19-2014

DUSTY L. EPPERSON  
Notary Public-Notary Seal  
STATE OF MISSOURI  
Commissioned for Jackson County  
My Commission Expires: Nov. 19, 2014  
Commission # 10970263

  
 FILE NUMBER 408669  
 OR BK 03110 PG 0119  
 RECORDED 04/03/2008 01:06:34 PM  
 RECORDING FEE 27.00  
 SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS  
 CASS COUNTY, MISSOURI

T J



### MISSOURI WARRANTY DEED

This Deed, Made and entered into this 14<sup>th</sup> day of February, 2008, by and between Stillwell Properties, L.L.C, as Grantor(s), whose mailing address is P.O. Box 193, Stillwell, KS 66085 and LBM, LLC, as Grantee(s), whose mailing address is 5607 W, 223<sup>rd</sup> St., Bucyrus, KS 66013.

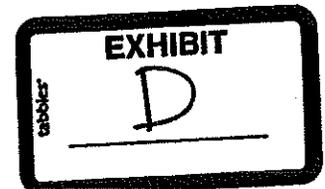
WITNESSETH, that the Grantor(s), for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the Grantee(s), the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the Grantee(s), the following described Real Estate, situated in the County of Cass, and State of Missouri, to-wit:

The South Half of the Southeast Quarter of Section 4, Township 4S, Range 32 in Cass County, Missouri.

Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning law or ordinance affecting the herein described property.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s), and to the heirs and assigns of such Grantor(s) forever.

The Grantor(s) hereby covenanting that the Grantor(s) and the heirs, executors, administrators and assigns of such Grantor(s), shall and will WARRANT AND DEFEND the title to the premises unto the Grantee(s), and to the heirs and assigns of such Grantee(s) forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the current calendar year and thereafter, and special taxes becoming a lien after the date of this deed.



IN WITNESS WHEREOF, the Grantor(s) has or have hereunto set their hands the day and year first above written.

STILWELL PROPERTIES, LLC

Patrick B. Miller  
Patrick B. Miller, Member

John M. Storey  
John M. Storey, Member

STATE OF KANSAS SS)  
COUNTY OF JOHNSON

BE IT REMEMBERED, That on this 14<sup>th</sup> day of FEBRUARY, 2008, before me, the undersigned, a Notary Public in and for said County and State, came Patrick B. Miller and John M. Storey, Members of Stilwell Properties, LLC, who is/are personally known to me to be the same person(s) who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Carrie Kreiser  
Notary Public

My appointment expires: 9/23/11



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STATE OF MISSOURI  
COUNTY OF CASS  
CERTIFIED INSTRUMENT RECORDER

36.00

2003 DEC -2 A 10:42.0

BOOK 002378 PAGE 000182  
SANDRA GREGORY, RECORDER



DEPUTY

**TRUSTEES' WARRANTY DEED**

*\*grantor*  
THIS INDENTURE, Made on the 26TH day of NOVEMBER, A.D., Two Thousand Three, by and between RANDY L. GRIMES AND KAREN S. GRIMES, TRUSTEES UNDER TRUST AGREEMENT DATED DECEMBER 30, 1998, of the County of CASS, State of MISSOURI, party(ies) of the first part, PAUL D. MONROE AND MELANIE M. MONROE, HUSBAND AND WIFE of the County of JACKSON, State of MISSOURI, party(ies) of the second part, (Mailing address of said first named grantee is: *\*grantee*

1035 E. 68TH STREET, KANSAS CITY, MO 64132

WITNESSETH: THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION to him paid by said party of the second part (the receipt and legal sufficiency of which is hereby acknowledged), does by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said parties of the second part, their heirs and assigns, the following described lots, tracts or parcels of land, to-wit:

SEE EXHIBIT "A"

COFFELT LAND TITLE, INC.  
P.O. BOX 206  
HARRISONVILLE, MO 64701  
03024713

Subject to easements, restrictions and reservations, if any, of record, and to all taxes and assessments, general and special, and subsequent years.

Grantor herein states that the land herein conveyed is an asset of the trust estate created by him under the above referenced trust agreement; the trust agreement provides that the trustee has the power to sell, convey, encumber, and otherwise transfer any part or all of the land; the terms of any conveyance are within the sole discretion of the trustee; that this deed was executed in exercise of said power; that the trust remains in full force and effect, never having been amended and or terminated; and that they are the duly appointed, qualified and acting trustees.

**TO HAVE AND TO HOLD** The promises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said party of the second part and unto their heirs and assigns forever; the said Grantor herein hereby covenanting that they are lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that they have by their or those under whom they claim; and that they will warrant and defend the title to the said premises unto the said parties of the second part and unto their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever, except as hereinabove set forth.



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IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand the day and year above written.

Randy L. Grimes, Trustee  
RANDYL. GRIMES, TRUSTEE

Karen S. Grimes, Trustee  
KAREN S. GRIMES, TRUSTEE

In the State of Missouri, County of Cass on this 26TH day of NOVEMBER, 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared RANDY L. GRIMES AND KAREN S. GRIMES, TRUSTEES UNDER TRUST AGREEMENT DATED DECEMBER 30, 1998, known to me to be the persons who executed the foregoing instrument in behalf of said trust estates, and acknowledged that they executed the same for the purpose therein stated.

WITNESS my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

Tina M. Cummins  
TINA M. CUMMINS, Notary Public

MY TERM EXPIRES: 9/29/2006

TINA M. CUMMINS  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Cass County  
My Commission Expires September 20, 2006