# BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

In the Matter of the Application of the City	)	
of Butler and Osage Valley Electric	)	
Cooperative for Approval of a First	)	File No. EO-2025-0031
Addendum to the Parties' Territorial	)	
Agreement Designating the Boundaries of	)	
Exclusive Service Areas within Portions of	)	
Bates County	)	

## ORDER DIRECTING NOTICE, SETTING INTERVENTION DEADLINE, AND DIRECTING STAFF RECOMMENDATION

Issue Date: July 25, 2024 Effective Date: July 25, 2024

On July 24, 2024, City of Butler and Osage Valley Electric Cooperative ("Cooperative") (collectively, "Joint Applicants"), jointly filed an application seeking Commission approval of an amendment to an existing territorial agreement. Section 394.312.4, RSMo (2016) generally requires that the Commission act on the application no later than 120 days after the application was filed, which will be November 21, 2024. The territory concerned is a single-family home located wholly within Bates County, Missouri.

The Commission will give notice of this application to other electric service providers, if any, and to the County Commission of Bates County, Missouri. The Staff of the Commission (Staff) will be directed to file a recommendation regarding the application to amend the territorial agreement.

#### THE COMMISSION ORDERS THAT:

- The Commission's Data Center shall mail a copy of this notice and the Joint Application to other electric service providers in Bates County, if any, and to the County Commission of Bates County.
- 2. Any entity wishing to intervene in this matter shall file an application to do so no later than August 12, 2024.
- 3. No later than August 19, 2024, Staff shall file its recommendation in this matter, or a status report.
- 4. Any entity wishing to request a hearing in this matter shall file an application to do so on or before August 26, 2024.
  - 5. This order shall be effective when issued.

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BY THE COMMISSION

Nancy Dippell

Nancy Dippell Secretary

Riley G. Fewell, Regulatory Law Judge, by delegation of authority pursuant to Section 386.240, RSMo (2016).

Dated at Jefferson City, Missouri, on this 25<sup>th</sup> day of July, 2024.

#### BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

In the Matter of the Application of the	)		
City of Butler and Osage Valley Electric	)		
Cooperative for Approval of a First	)		
Addendum to the Parties' Territorial	)		
Agreement Designating the Boundaries	)	File No.	
Of Exclusive Service Areas within	)	*	
Portions of Bates County.	)		

#### JOINT APPLICATION

COME NOW The City of Butler (City) and Osage Valley Electric Cooperative (Osage Valley) (collectively, Applicants), by and through their respective counsel, and for their Joint Application to the Missouri Public Service Commission (the "Commission"), pursuant to 4 CSR 240-2.060, 20 CSR 4240-3.130, and RSMo. §394.312 and §416.041, for an order approving Applicants' First Addendum to the Parties' Territorial Agreement (Addendum), respectfully state as follows:

#### The Applicants

- 1. City is a Missouri city of the 3<sup>rd</sup> Class organized and existing under the laws of Missouri with its principal office located at 22 W. Ohio, P.O. Box 420, Butler, Missouri 64730. City is engaged in the business of providing electrical and water utility services to the citizens of the City within city limits.
- 2. City has no pending or final unsatisfied judgments or decisions against it from any state or federal agency or court that involve customer service or rates and that have occurred within the three years immediately preceding the filing of this Application. City has no overdue Commission annual reports or assessment fees.
- 3. Osage Valley is a rural electric cooperative organized and existing pursuant to Chapter 394, RSMo, with its headquarters located at 1321 N. Orange Street, Butler, Missouri

64730. It is a Chapter 394 rural electric cooperative corporation engaged in the distribution of electric energy and service to its members within certain Missouri counties. Osage Valley has no pending or final judgments or decisions against it from any state or federal agency or court which involve its customer service or rates within the three years immediately preceding the filing of this Joint Application. A copy of a Certificate of Good Standing from the Office of the Missouri Secretary of State for Osage Valley was filed in Case No. EO-2021-0339 and is incorporated herein by reference.

#### **Correspondence and Communication**

4. Correspondence, communications, orders, and decisions regarding this Application should be directed to:

James A. Newell
Lauber Municipal Law, LLC
4031 NE Lakewood Way
Lee's Summit, Missouri 64064
Telephone: (816) 523-7881
Email: jnewell@laubermunicipal.com

Megan E. McCord, #62037 Friel, McCord & Smiley, LLC P.O. Box 14287 Springfield, MO 65814 Telephone: 417-227-8405

Email: mmccord@reclawfirm.com

5. The Territorial Agreement. Subject to the terms and conditions of the Territorial Agreement between Osage Valley Electric Cooperative and Butler (the Agreement), Movants have specifically designated the boundaries of exclusive electric service areas within Bates County, Missouri, which Agreement was executed by the parties hereto on September 9, 2022 and was approved by the Commission in Case No. EO-2023-0126 on February 1, 2023 and effective on March 3, 2023. Movants have attached a copy of the Territorial Agreement, in its

form as approved by the Commission, to this Application as **Appendix A**, which is incorporated by reference and made a part hereof for all purposes.

- 6. Addendum. Article 15 of the Territorial Agreement (p. 4) addresses addendums to vary the boundaries of the Territorial Agreement on a case-by-case basis. This Application is filed in accordance with that provision. Movants have attached the Addendum to this Application as Appendix B.
- 7. **No Changes of Suppliers**. The Agreement does not require transfer of any facilities or customers between the Applicants, so no list of structures and persons whose utility service would be changed by the Agreement, as required by 20 CSR 4240-3.130(1)(E), is included.
- 8. Other Electric Suppliers. To Applicants' knowledge and belief, there are no other electric suppliers serving in the areas covered by this Agreement.
- 9. **Public Interest**. The Agreement is not detrimental to the public interest and the proposed change in electric service area designation is in the public interest, because the Agreement prevents duplication of electric service facilities.
- 10. **Hearing.** The City and Osage Valley agree that, pursuant to Section 394.312(5) RSMo, there is no need to hold an evidentiary hearing on the Agreement.

WHEREFORE, Applicants respectfully request that the Commission issue its report and order: (a) finding that the designation of electric service areas is not detrimental to the public interest and approving the Applicants' First Addendum to the parties' Territorial Agreement; and (b) authorizing Applicants to perform in accordance with the terms and conditions of the Agreement.

#### Respectfully submitted,

#### ATTORNEYS FOR THE CITY:

#### /s/ James A. Newell

James A. Newell, # 66970 Lauber Municipal Law 4031 NE Lakewood Lee's Summit, Missouri 64064 Telephone: (816) 525-7881

Email: jnewell@laubermunicipal.com

ATTORNEYS FOR OSAGE VALLEY ELECTRIC COOPERATIVE:

Megan E. McCord #62037 Friel, McCord & Smiley, LLC

P.O. Box 14287

Springfield, MO 65814 Telephone: 417-227-8405

Email: mmccord@reclawfirm.com

#### CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing document was sent by electronic mail, on <u>July</u> 24, 2024, to the following:

Office of the Public Counsel Marc Poston 200 Madison Street, Suite 650 P.O. Box 2230 Jefferson City, Missouri 65102 opcservice@ded.mo.gov Missouri Public Service Commission Staff Counsel Department 200 Madison Street, Suite 800 P.O. Box 360 Jefferson City, Missouri 65102 staffcounselservice@psc.mo.gov

#### **VERIFICATION**

STATE OF MISSOURI	)
	) ss
COUNTY OF CASS	)

Being first duly sworn, James W. Henry states as follows: that he is the Mayor of the City of Butler and that he has read the foregoing application and the facts and allegations contained therein are true and correct to the best of his knowledge, information and belief and that attorney James A. Newell of Lauber Municipal Law is authorized by the City of Butler to make this filing and represent the City in this matter.

James W Henry

Subscribed and sworn to before me this 4th day of July, 2024.

Notary Public

#### VERIFICATION

STATE OF MISSOURI	)
	) ss
COUNTY OF Bates	)
Poing first duly swo	om. Jarrod Campbell states as follows: that he
Denis hist ania swo	III. Jairon Campbell states as follows: that he

Being first duly sworn, Jarrod Campbell states as follows: that he is the Manager of Osage Valley Electric Cooperative; that he has read the foregoing application; that the facts and allegations contained therein are true and correct to the best of his knowledge, information and belief; and, that Megan E. McCord of Friel, McCord & Smiley, LLC is authorized by Osage Valley Electric Cooperative to make this filing and represent it in this matter.

Jarrod Campbell

Subscribed and sworn to before me this 15th day of June, 2024.

Notary Public

JANA L. ROSIER

NOTARY PUBLIC - NOTARY SEAL

STATE OF MISSOURI

MY COMMISSION EXPIRES AUGUST 30, 2024

BATES COUNTY

COMMISSION #12379472

#### TERRITORIAL AGREEMENT

THIS AGREEMENT is entered into by and between the City of Butler Missouri, hereinafter referred to as "City", and Osage Valley Electric Cooperative Association, hereinafter referred to as "Cooperative."

#### RECITALS

Whereas, City is a third-class city, duly formed pursuant to Chapter 77 of the Revised Missouri Statutes;

Whereas, City presently owns and operates a municipal electric power system, including certain electric distribution facilities (referred to as the "Facilities");

Whereas, Cooperative is a Missouri corporation, authorized by law to provide electric services within the State of Missouri, including all of Bates County;

Whereas, the City desires to provide retail electric services to certain customers outside of its corporate boundaries;

Whereas, Section 386.800 RSMo prohibits municipally owned electric utilities to provide electric energy at retail outside of its corporate boundaries unless certain statutorily defined exceptions apply.

Whereas, one of the listed exceptions to the prohibition defined in Section 386.800 RSMo is if such service is provided pursuant to an approved territorial agreement pursuant to Section 394.312 RSMo;

Whereas, Section 394.312 of the Revised Statutes of Missouri provides that competition to provide retail electric service as between rural electric cooperatives and municipally owned utilities may be displaced by written territorial agreements specifically designating the boundaries of the electric service area of each electric service supplier subject to said Agreement;

Whereas, the City and Cooperative desire to promote the orderly development of the retail electric service system within the City of Butler and the County of Bates, Missouri, to avoid wasteful duplication and to minimize disputes which may result in higher costs in serving the public;

#### **AGREEMENT**

Now Therefore, the City and Cooperative in consideration of the mutual covenants and agreements herein contained agree as follows:

- 1. The electric service area of the City for the purpose of this Agreement shall be all territory located within the City's corporate boundaries (described in Exhibit 1 to this Agreement by the map attached as Exhibit 1) and certain parcels located outside of the City's corporate boundaries (described in Exhibit 2 by list of addresses/parcel numbers and property owners and Exhibit 3, which shows property reports/legal descriptions; and maps). Exhibits 1, 2, and 3 are expressly incorporated herein by reference and made part of this Agreement as if fully verbatim.
- 2. The City shall provide electric service to all structures that it presently serves and to all new structures located within its electric service area (all territory described in Exhibits 1, 2, and 3) under this Agreement. Cooperative acknowledges and agrees that as between the parties, City shall have the sole and exclusive right to provide service to the structures the City presently

serves and all new or additional structures located within the City's electric service area as described in Exhibits 1, 2, and 3.

- 3. The electric service area of Cooperative for the purposes of this Agreement is described in Exhibit 4 by the map attached (except that the property and territory described in Exhibits 1, 2, and 3 shall be excluded from the electric service area of the Cooperative), which is expressly incorporated herein by reference and made a part of this agreement as fully set out herein verbatim. The electric service area of the Cooperative shall NOT include the City's electric service area described in Exhibits 1, 2 and 3.
- 4. Cooperative shall provide electric service to all structures that it presently serves, and to all new structures located within its electric service area under this Agreement. City acknowledges and agrees that as between the parties, Cooperative shall have the sole and exclusive right to provide service to the structures Cooperative presently serves and all new or additional structures built subsequent to this Agreement within Cooperative's electric service area as described in Exhibit 4. However, it is agreed and acknowledged by the parties that from time to time, the City may annex land located within the Cooperative's electric service area and that, excluding the territory described in Exhibit 5, such annexations will result in the decrease of the Cooperative's electric service area to the extent that the newly annexed land is unserved by the Cooperative. Notwithstanding the language of the previous sentence, it is agreed and acknowledged by the parties that Cooperative shall be the electric supplier to a parcel of land lying east of the City's corporate boundaries and described the property description and map shown in Exhibit 5. Even if the City annexes the territory described in Exhibit 5, Cooperative shall remain the electric supplier of this territory. Exhibit 5 is expressly incorporated herein by reference and made part of this Agreement as if fully verbatim.
- 5. It is understood and acknowledged by the parties that from time to time, the City may annex land located within the Cooperative's electric service area as provided in this Agreement, and that such annexations may impact the Cooperative's electric service area. Specifically, lawful annexations by the City may potentially increase the City's electric service area and diminish the Cooperative's electric service area. However, the City's potential annexation of the territory described in Exhibit 5 and currently existing within Cooperative's electric service area shall not result in a change of electric suppliers within the territory described in Exhibit 5. Cooperative shall continue to be the electric supplier of the territory described in Exhibit 5 notwithstanding any annexation of it by the City.
- 6. Excluding the territory described in Exhibit 5, it is understood and acknowledged by the parties that pursuant Section 386.800.2 of the Revised Missouri Statutes, the City may extend its electric service area within lawfully and newly annexed land by the City that exists within Cooperative's electric service area where Cooperative is, contemporaneous to the annexation, not providing permanent service to a structure.
- 7. Notwithstanding the language found in Section 386.800(2) and excluding the territory described in Exhibit 5, it is understood and acknowledged by the parties that if the City annexes territory located within Cooperative's electric service area as defined by this Agreement, any new or additional structures completed within the annexed territory, subsequent to successful annexation, shall be served by the City.

- 8. If the City desires to extend its service territory to include any structure located within a newly annexed area which has received permanent service from the Cooperative within ninety (90) days prior to the effective date of annexation, the City shall, pursuant to Section 386.800.4 of the Revised Missouri Statutes as amended:
  - a. Notify by publication in a newspaper of general circulation of the record owner of said structure, and notify in writing the Cooperative and the Public Service Commission, within sixty (60) days after the effective date of the annexation, the City's desire to extend its service territory to include said structure; and
  - b. Within six (6) months after the effective date of the annexation, receive approval from the City's governing body to begin negotiations pursuant to Section 394.312 of the Revised Missouri Statutes with the Cooperative.

It is understood and acknowledged by the parties that shall meet and negotiate in good faith, the terms of a prospective territorial agreement. The parties shall have no more than one hundred and eighty (180) days from the date of receiving approval from the City's governing body within which to conclude their negotiations and file their territorial agreement with the Public Service Commission for approval pursuant to Section 394.312 of the Revised Missouri Statutes. This time period for negotiations may be extended for a period not to exceed one hundred and eighty (180) days by a mutual agreement of the parties and a written request with the Public Service Commission.

Notwithstanding, the language of this Section, the City's annexation of the territory described in Exhibit 5 shall not change the fact that Osage Valley is and shall continue to remain the electric supplier of the territory described in Exhibit 5.

- 9. It is understood and acknowledged by the parties that pursuant to Section 386.800.1(1) of the Revised Missouri Statutes, City currently serves certain structures ("Grandfathered Structures") built before July 11, 1991, and located in the Cooperative's electric service area. It is also understood and acknowledged by the parties that City has lawfully served these Grandfathered since before July 11, 1991. Moreover, it is understood and acknowledged by the parties that nothing in this Agreement shall be construed to prevent the City's continued lawful services of these Grandfathered Structures.
- The City and Cooperative shall enter into separate agreements relating to service agreements and street lighting contracts, etc., as needed.
- 11. Cooperative gives permission and authority to City to continue to engage in retail electric service sales to areas outside of its corporate boundaries, described and shown in Exhibits 2 and 3.
- 12. In consideration for allowing the City to continue to engage in retail electric service sales to existing structures and new structures built subsequent to the execution of this agreement in the areas described and shown in Exhibits 2 and 3, the Parties agree and acknowledge that Cooperative shall be the electric supplier to a parcel of land lying cast of the City's corporate boundaries and described the property description and map shown in Exhibit 5. Even if the City

annexes the territory described in Exhibit 5, Cooperative shall remain the electric supplier of this territory. Exhibit 5 is expressly incorporated herein by reference and made part of this Agreement as if fully verbatim.

- 13. The Parties agree that either party hereto may service its own facilities even if located within the service area of the other party hereto except when such service would result in the duplication of current services or other wasteful duplication of facilities. For service outside areas described in this Agreement, the parties will continue to operate without regard to this Agreement.
- 14. Neither the boundaries described in this Agreement nor any term of this Agreement may be modified, repealed, or changed except by writing mutually approved by the respective governing bodies of the parties and of the Missouri Public Service Commission.
- 15. The parties may agree on a case-by-case basis by an Addendum hereto to allow a structure to receive service from one party though the structure is located in the electric service area of another party. Such Addendum referred to shall be filed with the Missouri Public Service Commission.

Each Addendum shall be accompanied by a notarized statement indicating that the party in whose territory the structure will be located and the party who will serve the structure support the Addendum.

Each Addendum shall be accompanied by a notarized statement, signed by the customer to be served, which acknowledges such customer's receipt of notice of the contemplated electric service to be provided and that the Addendum represents an exception to the territorial boundaries approved by the Public Service Commission and shall indicate the customer's consent to be served by the service provided contemplated by the Addendum.

Each Addendum shall include, or be accompanied by, an explanation of the justification that electric service should be provided in the agreed manner.

- 16. The parties agree to undertake all actions reasonably necessary to implement this Agreement. The parties will share equally the cost of obtaining administrative approval of this Agreement. Each party will cooperate in presenting a joint application showing such Agreement to be in the public interest.
- 17. This agreement shall be binding upon the parties hereto and all subsidiaries, successors in interest, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this 4 day of September, 2022.

CITY OF BUTLER, MISSOURI

Mayor

Attest:

Clerk

OSAGE VALLEY ELECTRIC COOPERATIVE ASSOCIATION

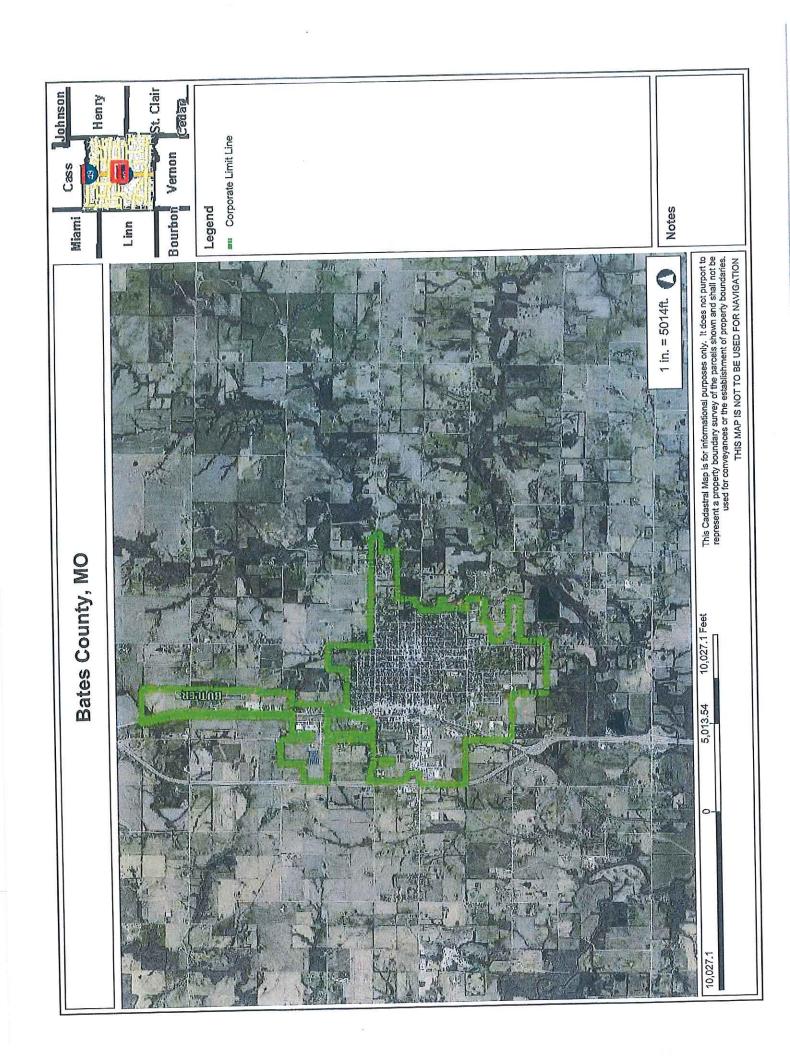
By: Donald Seuth

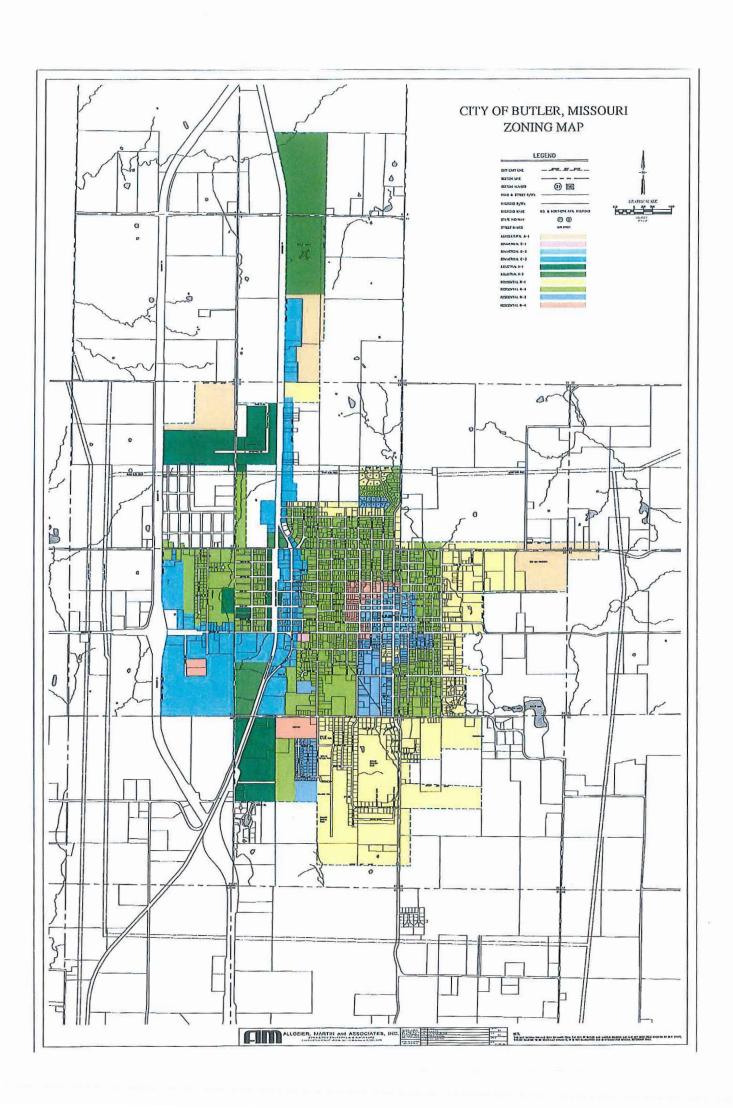
President

Secretary

#### **EXHIBIT I - Amended**

The following are maps of the corporate boundaries for the City of Butler, representing the current electrical service area of the City not including the properties to be added pursuant to this Territorial Agreement.





## Excluding:

## 1311 N. Orange Street (crematory)



#### **Exhibit 4 - Amended**

The following is a map of the Cooperative's current service territory. Pursuant to this Territorial Agreement, the Cooperative's electric service area shall be this map referenced in Exhibit 4, EXCLUDING the property and territory referenced in Exhibit 1 (the City's corporate boundaries) and Exhibits 2 and 3 (the property and territory being added to the City's electric service area pursuant to this Territorial Agreement)

# Osage Valley Electric Cooperative Service Territory Johnson 2 Cass arrisonville Clinton Henry 13 Butler (JBE)

Osage Valley Electric Cooperative is a member-owned rural electric utility providing service in Bates, Cass, Henry, Johnson, Benton, St. Clair and Vernon Counties.



© 20(13)Google Image Landsat

## And:

## 1311 N. Orange Street (crematory)



#### EXHIBIT 2

The following is a list of addresses and property owners of the properties to be included in City's electric service area pursuant to this Territory Agreement. These properties below are numbered, with corresponding numbers referenced in Exhibit 3 for the property reports, maps and legal descriptions for the below referenced properties:

- 1. Two adjacent properties owned by David and Kathy Crist
  - a. 1075 NE County Road 63, Butler, MO 64730 (Parcel ID # 130802700000036000)
  - b. The unaddressed property (Parcel ID # 130803400000002000)
- 2. 131 NE Kelly Drive, Butler, MO 64730 Owned by Stacey & Janet Castrogiovanni
- 3. 1309 NE Kelly Drive, Butler, MO 64730 Owned by Jon and Anna Schrock
- 4. 1329 NE Kelly Drive, Butler, MO 64730 Owned by James D. Davis and Antionette Davis/Allen
- 5. 1066 NE County Road, Butler, MO 64730 Owned by William Burch and Larry Burch.
- 6. 1405 S. Main Street, Butler, MO 64730 Owned by Joni Duffield
- A portion of the property located in an unaddressed parcel along East Pine Street (Parcel ID # 130602300000015000) to be described in additional detail in **EXHIBIT 3** of this Agreement – Owned by Underwood, Richard & David & J.
  - a. Note: Only a portion of this parcel is to transfer to the City's electric service area. That portion is described in Exhibit 3 by a map highlighting in blue, the portion of the parcel to be included in the City's electric service area. That portion is described by survey. The remaining portion of this parcel shall remain in the Cooperative's electric service
- 8. Recreation Lake parcels (2 of them) both to be described in greater detail in **EXHIBIT 3** of this Agreement.
  - a. Parcel ID # 1307026000000002000 owned by Warren Kennedy
  - b. Parcel ID # 130602300000012000 co-owned by Warren Kennedy and Judith Kennedy
- 9. A portion of the property located in an unaddressed parcel along Wells Street (Parcel ID # 130602300000011000) to be described in additional detail in **EXHIBIT 3** of this Agreement – Owned by James & Donna Fritts
  - a. Note: Only a portion of this parcel is to transfer to the City's electric service area. That portion is described in Exhibit 3 by a map highlighting in blue, the portion of the parcel to be included in the City's electric service area. That portion is also described by survey. The remaining portion of this parcel shall remain in the Cooperative's electric service area.
- 10. An unaddressed Lot 15 of the Evergreen Estates Subdivision (Parcel ID # 1308027000000027010) - Owned by Chance and Shanya Hedrick.
- 11. An unaddressed Lot 2 of Evergreen Estates Subdivision (Parcel ID # 1308027000000230000) -Owned by Evelyn K Castrogiovanni
- 12. Two properties owned by Shane and Nicole McCoun:
  - a. The property commonly known as 71 NE. Cedar Drive, Butler, MO 64730;
  - b. The unaddressed Lot Evergreen Estates Subdivision (Parcel ID # 13802700000019000)
- 13. 1205 S. Main Street, Butler, MO 64730 Owned by Casey and Rachel Heiman

- 14. An unaddressed property (Parcel ID # 130802700000035000) Owned by Scott Nameth, Aundreae Mason, and Tiffany Blaser.
- 15. 895 NE County Road 63, Butler, MO 64730 Owned by William and Carrie Hobbs.
- 16. Two properties owned by Roger Farrell:
  - a. The property commonly known as 1492 NE Country Road 63, Butler, MO 64730
  - b. The unaddressed property (Parcel ID # 130802800000016010)
- 17. An unaddressed property (Parcel ID 130802800000017010) Owned by MO Farm Loan LLC
- 18. 1399 NE Kelly Drive, Butler, MO 64730 Owned by Mike and Beth Taranto
- 19. 2 Circle Drive, Butler, MO 64730 Owned by Brent and Melody Mullins
- 20. 1359 NE Kelly Drive, Butler, MO 64730 Owned by Wayne and Jenny Vermillion
- 21. 1461 NE Kelly Drive, Butler, MO 64730 Owned by Shannon Barth
- 22. Two adjacent properties owned by James and Cathy Loomis
  - a. 70 NE Cedar Drive, Butler, MO 64730
  - b. The unaddressed property (Parcel ID #13080270000001000)
- 23. 3 Circle Drive, Butler, MO 64730 Owned by Matt and Karen Cochran

#### EXHIBIT 3

The following are property reports, maps, deeds, and other descriptors of the properties to be added to the City's electric service area as referenced in Exhibit 2. Each property contains a property report, numbered to correspond with the numbered properties referenced in Exhibit 2.

Parcel Number: 1308027000000036000

Name: CRIST, DAVID R & KATHY A

Mail To Address: 1075 NE COUNTY RD 63

Mail To City State Zip: BUTLER MO 64730-9452

Situs Address: No Situs Address

Legal Description: S2 SW4 SW4 LYING E HWY 71 R/W

Deeded Acres: 18.00

Book: 0646 Page: 0176

Market Value: \$257,100.00 Ag Appraised: \$12,500.00

Residential Appraised: \$244,600.00

Commercial Appraised: \$0.00 FCROP Appraised: \$0.00

Total Assessed: \$47,970.00 Ag Assessed: \$1,500.00

Residential Assessed: \$46,470.00

Commercial Assessed: \$0.00 FCROP Assessed: \$0.00

Previous Owner:

Date Acquired: 10-01-1993

Sales Price: \$0.00

Source:

Last Tax Bill: \$2,809.17 Last Tax Bill Paided: N

Improvement Info

Structure: Residential

Year Built: 1994

Base Area: 2486

Adjusted Area: 5604

dheted Arres ECOA

Class:

Rooms: 007 Bedrooms: 003 Condition: 83 Improvement Value: \$236,900

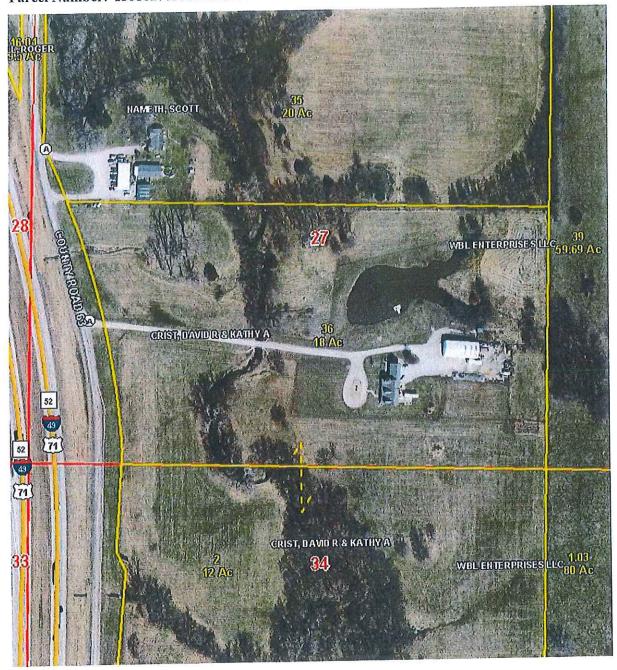
AG Value:

\$0

Residential Value: \$236,900

Commercial Value: \$0

Parcel Number: 130802700000036000



HOLDING TO BE A THE STATE OF TH	
WARRANTY DEED	
THIS DEED, Made and entered into this 5th day of October A. D., One Thousand Nine Hundred and	
Ninoly - Three , by and between <u>David Ray Striat</u> party or parties of the first part, and <u>his wife</u> David Ray Crist and Kathy Ann Crist, husband and wife party or parties of the second parts	1937
[Grantee's mailling address is:) 212 Vine, Butler, MO 64730  WITNESSETH, That the said party or parties of the First part, for and in consideration of the sum of tendollars and other	8
WITNESSETH. That the said party or parties of the First part, for any in Controlled Which is hereby acknowledged, does or valuable considerations paid by the said party or parties of the Second part, the receipt of which is hereby acknowledged, does or do by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said party or parties of the Second Part, the following described real estate situated in the County of Bates in the State of Missouri to-wit:,	
All that part of the South Half of the Southwest Quarter of the Southwest Quarter of Section 27 and all that part of the North 15 acres of the Northwest Quarter of the Northwest	bottor/bot
Quarter of Section 34 lying East of the Easterly right of way line of the Service Road as described in Report of Commissioners,	
dated June 25, 1969 and recorded in the Recorder's Office of	
above land being in Township 40 of Range 31.	
	Sec. 10
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TO HAVE AND TO HOLD the same together with all the rights, immunities, privileges and appurtenances to the same belonging unto the sold party or parties of the Second part, and to their heirs and assigns, forever; the sold party or parties of the first part, hereby covenanting that taid premises are free and clear of any incumbrances and that sold party or parties and the heirs, executors, and administrators of such party or parties thall and will warrant and defend the title to the premises, unto the said party or parties and administrators of such party or parties (such party or parties).	
and administrators of such party or parties shall and will warrant and defend the title to the premises, onto the party or parties that administrators of such party or parties forever, against the lawful claims of all persons whomsoever, of the second part, and to their heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, in with the lawful claims of all persons whomsoever, and the second part, and to their hand or hands the day and in without the said party or parties of the First Part has or have hereunto set their hand or hands the day and	
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David Ray Crist	
STATE OF MISSOURI, Ss. On this 5th day of October , 19 93	
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Mary Fucille Mundey Notary Publi  STATE OF MISSOURI, Ss. On this day of, 19	

Parcel Number: 1308034000000002000

Name: CRIST, DAVID R & KATHY A

Mail To Address: 1075 NE COUNTY RD 63

Mail To City State Zip: BUTLER MO 64730-9452

Situs Address: No Situs Address

Legal Description: N 15 AC NW4 NW4 (EXC RD R/W)

Deeded Acres: 12.00

Book: 0646 Page: 0176

Market Value: \$2,200.00 Ag Appraised: \$2,200.00

Residential Appraised: \$0,00 Commercial Appraised: \$0,00

FCROP Appraised: \$0.00

Total Assessed: \$260.00

Ag Assessed: \$260.00

Residential Assessed: \$0.00 Commercial Assessed: \$0.00

FCROP Assessed: \$0,00

Previous Owner:

Date Acquired: 10-01-1993

Sales Price: \$0.00

Source:

Last Tax Bill: \$15,22 Last Tax Bill Paided: N

Improvement Info

Parcel Number: 1308034000000002000



CHECKER OF THE PROPERTY OF THE	
/ARRANTY DEED	
A O Our Thousand Nine Hundred and	d ∰
party or parties of the first part, an	d S
his vife  Pavid Ray Crist and Kathy Ann Crist, husband and wife  party or parties of the second part	- 5
HO 54730	- a
That the said party or parties of the First part, for and in consideration to be said party or parties of the First part, for and in consideration to be said party or parties of the First part, for and in consideration to be said party or parties of the First part, for any in consideration to be said party or parties of the First part, for any in consideration to be said party or parties of the First part, for any in consideration to be said to be	or 🤮
table considerations paid by the said party of parties upto the said party or parties of the Second Part, the following	19
cribed real estate situated in the County of	
All that part of the South Half of the Southwest Quarter of the Southwest Quarter of Section 27 and all that part of the	
Quarter of Section 34 lying East of the Lastry of Commissioners,	
line of the Service Road as described in Report of dated June 25, 1969 and recorded in the Recorder's Office of Bates County, Missouri, in Book 451 at Page 171, all of the	
above land being in Toynship 40 of Range 31.	
TO HAVE AND TO HOLD the same together with all the rights, immunities, privileges and appurtenances to the same belongi	ng 🔐
TO HAVE AND TO HOLD the same together with all the rights, immunities, privileges and appurtenances to the insame become to the sold party or parties of the Second part, and to their heirs and assigns, forever; the said party or parties of the lirst party or parties and the heirs, executo aby covenanting that said premises are free and clear of any incumbrances and that said party or parties, unto the said party or parties.	15.
aby covenanting that said premise shall and will warrant and defend the title to the premise of all persons whomsoev	er. &
I Summinustry and to their heirs and assigns of each party or parties to level, against the second part, and to their heirs and assigns of each party or parties of the First Part has or have hereunto set their hand or hands the day at IN WITNESS WHEREOF, the said party or parties of the First Part has or have hereunto set their hand or hands the day at	nd 🥳
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STATE OF MISSOURI. (ss	93
ounty of BATES David Ray Crist his	vila 👺
The transfer Ann Crist	they
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my office in Butter / 10	
Maladuelle Mundey	ubile &
Mary Rucille Mundey Notary P	
Mary Fucille Mundey Notary Fig. 19.  STATE OF MISSOURI. S.S. On this day of 19.	
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to be single and unmarried.  IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official set to be single and unmarried.  In the day and year first above wr my office in	
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Parcel Number: 1308027000000022000

CASTROGIOVANNI, STACEY & JANET

Mail To Address: 131 KELLY DR

Mail To City State Zip: BUTLER MO 64730-2412

Situs Address:

No Situs Address

Legal Description: LOT 1 EVERGREEN ADD, BUTLER^AND PART OF LOT 5^

Deeded Acres: 0,00

Book: 1028

Page: 0126

Market Value: \$158,700.00

Ag Appraised: \$0.00

Residential Appraised: \$158,700.00

Commercial Appraised: \$0.00

FCROP Appraised: \$0.00

Total Assessed: \$30,150.00

Ag Assessed: \$0.00

Residential Assessed: \$30,150.00

Commercial Assessed: \$0.00

FCROP Assessed: \$0.00

Previous Owner: DUGAN, BRENDA ANN TRUST

Date Acquired: 06-05-2018

Sales Price: Source: O

Last Tax Bill: \$1,765.63 Last Tax Bill Paided: N

#### Improvement Info

Structure: Residential

Year Built: 1994 Base Area: 2175

Adjusted Area: 3436

Class:

Rooms: 5ýý

Bedrooms: 3ýý

Condition: 81

H/D+

Data contained within this web site was created from record research provided by the county and/or city. Bates County, Missouri does not guarantee any accuracies to the data or attribute information displayed, queried, or printed from this web site. This web site is only intended for informational purposes.

Improvement Value: \$145,630

\$0

\$145,630

AG Value:

Residential Value:

Commercial Value: \$0

Parcel Number: 1308027000000022000



# FILE RECORD ENTERED BOOK NO. 1028 PAGE 126 COMPARED NDEX 11

MCNABB, PURSLEY & PORTER 1 N MAIN BUTLER, MO 64730

SEAL)

State of Missouri, Bates County, SS Lucille Mundey, Recorder of Deeds

Book: 1028 Page: 126

Recording Fee: \$27.00

Pages Recorded: 2 Lottle Andrew Date Recorded: 6/5/2018 10:35:00 AM

27 7 22493

#### TRUSTEE'S DEED

THIS DEED, made this 4th day of June, 2018, by and between BRENDA ANN DUGAN, Trustee of the Brenda Ann Dugan Revocable Trust Dated April 18, 2012, Grantor, and STACEY CASTROGIOVANNI and JANET CASTROGIOVANNI, husband and wife, Grantees. Grantees' mailing address is 4320 NE County Road 9503, Butler, Missouri 64730.

#### RECITALS

- A. The Property (as defined below) was previously conveyed to BRENDA ANN DUGAN, Trustee of the Brenda Ann Dugan Revocable Trust Dated April 18, 2012, by deed filed in the Office of the Bates County Recorder of Deeds; and
- B. Grantor is the duly appointed, qualified and acting Trustee under the "Brenda Ann Dugan Revocable Trust Dated April 18, 2012", executed by BRENDA ANN DUGAN as Settlor and as the initial Trustee; and
- C. That under the powers and provisions of said Trust, the said Trustec has the power to sell and convey any real property which has been transferred into the Trust;
- D. The Trust is in full force and effect and has not been revoked, amended as to the powers of trustees, or terminated.

#### CONVEYANCE

WITNESSETH: That the said Grantor, for and in consideration of the sum of Ten Dollars and other valuable considerations paid by the said Grantees, the receipt of which is hereby acknowledged, does by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said Grantees, the following described real estate, to-wit:

All of Lot 1 in Evergreen Subdivision to Bates County, Missouri, as shown by Plat in Plat Book 4, Page 11, Bates County, Missouri.

ALSO That part of the Northwest Quarter of the Southwest Quarter of Section 27, Township 40 North, Range 31 West of the 5th Principal Meridian in Bates County, Missouri, described as follows: Commencing at the Northeast corner of Lot 1 in Evergreen, a subdivision in Bates County, Missouri, for the point of beginning of the land to be described; thence on a plat bearing of North 83 degrees 56 minutes 00 seconds East a distance of 75.00 feet; thence South 06 degrees 25 minutes 00 seconds East a distance of 125.00 feet; thence South 50 degrees 08 minutes 06 seconds West a distance of 89.88 feet to the Southeast corner of said Lot 1; thence North 06 degrees 25

Book: 1028 Page: 126 TD

Page 1 of 2

minutes 00 seconds West a distance of 175.00 feet to the point of beginning. Subject to easements, reservations, restrictions and condition of record, if any.

TO HAVE AND TO HOLD the same, together with all of the rights, immunities, privileges, and appurtenances to the same belonging to the said Grantees, and to their heirs and assigns, forever; the said Granter hereby covenanting that said premises are free and clear of any incumbrances and that said party and the trustees, successors and assigns of such party shall and will warrant and defend the title to the premises, unto the said Grantees, and to their heirs and assigns forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto set her hand the day and year first above written.

Brende an Sugar

STATE OF MISSOURI)

) ss.

COUNTY OF BATES )

On this 4th day of June, 2018, before me personally appeared BRENDA ANN DUGAN, Trustee of the Brenda Ann Dugan Revocable Trust Dated April 18, 2012, to me known to be the person who executed the foregoing Trustee's Deed in behalf of the said trust and acknowledged to me that she executed the same as her free act and deed for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in

Butler, Missouri, the day and year first above written.

for Public

NICOLAS B PORTER

Notary Public ~ Notary Seal STATE OF MISSOURI Bates County My Commission Expires December 16, 2018 Commission #14632110

CAClosings\Dugan to Castrogiovann\linistees deed,wpd

Book: 1028 Page: 126

Parcel Number: 130802700000034000

Name: SCHROCK, JON B & ANNA M

Mail To Address: 1309 NE KELLY DR

Mail To City State Zip: BUTLER MO 64730-4531

Situs Address: No Situs Address

Legal Description: EVERGREEN ADD LT 12

Everantion. Everantion Everantial

Deeded Acres: 0.00

Book: 0883 Page: 0044

Market Value: \$204,900.00

Ag Appraised: \$0.00

Residential Appraised: \$204,900.00

Commercial Appraised: \$0.00

FCROP Appraised: \$0.00

Total Assessed: \$38,930.00

Ag Assessed: \$0.00

Residential Assessed: \$38,930.00

Commercial Assessed: \$0.00

FCROP Assessed: \$0.00

Previous Owner: LENEVE, JUDITH A TRUST

Date Acquired: 08-06-2007

Sales Price: Source: O

Last Tax Bill: \$2,279.78 Last Tax Bill Paided: N

Improvement Info

Structure: Residential

Year Built: 1994

Base Area: 2010

Adjusted Area: 4672

Class: H/D+

Rooms: 000

Bedrooms: 000

Condition: 83

AG Value: \$0

Improvement Value: \$194,950

Residential Value:

\$194,950

^AND THAT PART OF SW4 SEC 27 (

Commercial Value: \$0

Parcel Number: 130802700000034000

Name:

SCHROCK, JON B & ANNA M

Situs Address: No Situs Address



FILE RECORD ENTERED BOOK NO. <u>883</u> page <u>44</u>

NDEX C

COMPARED.

7.1 7. SEAL SEAL

STATE OF MISSOURI County of Bales Ss IN THE RECORDERS OFFICE Lucille Mundey, Recorder of said county, does hereby certify that the within in rument of writing was on the day of Argust A 2 20 01 duly filed for record in this office at 100 ofclock 15 minutes A M and is recorded in the records of this rice in Book 883 on Page 44

In Wilness V. Beredt, I have hereunto set my hand and affixed my official seal at office in Buller, Missouri this (a day of August A.D. 2007

Sucilla Tourney Recorder V. Caroli Kugasa) Deputy.

#### TRUSTEE'S SPECIAL WARRANTY DEED

THIS DEED, made and entered into this 30 day of August, 2007, by and between JUDITH A. LENEVE, TRUSTEE OF THE JUDITH A. LENEVE INTER VIVOS TRUST AGREEMENT dated March 31, 1993, of Butler, Bates County, Missouri, and JON BRIAN SCHROCK and ANNA M. SCHROCK, husband and wife, whose mailing address is 104 Kelly Dr., Butler, Missouri 64730.

WHEREAS, Grantor is duly appointed, qualified, and acting trustee

under trust instrument dated March 31, 1993; and

WHEREAS, said Trust Instrument remains in full force and effect

and has not been amended or revoked; and

WHEREAS, the Trust Instrument gives Grantor a general power of

sale of the below described real estate;

Now, Therefore, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged,

Grantor does hereby Bargain and Sell, Convey and Confirm, to Grantees, and Grantees' heirs and assigns, the following described real property in Bates County, Missouri:

All of Lot Twelve (12) in Evergreen Subdivision to Bates County, Missouri, as shown by Plat in Plat Book 4, Page 11, Bates County, Recorder's Office.

TO HAVE AND TO HOLD the same, together with all the rights, immunities, privileges and appurtenances unto Grantees and Grantees'

heirs and assigns, forever;

And the Grantor, as Trustee only, and not as an individual, with all liability under this deed with respect to covenants or warranties expressly limited to assets of the trust estate, hereby covenants that Grantor, and successor trustee under the Trust Instrument, will warrant and defend the title to these premises unto the Grantees, and Grantees' heirs and assigns, forever, against the lawful claims of all persons claiming under Grantor.

PAGE 44

BOOK 883

Parcel Number: 1308027000000033000 DAVIS, JAMES DALE & ANTIONETTE

Mail To Address: 1329 NE KELLY DR

Mail To City State Zip: BUTLER MO 64730-4531

Situs Address: No Situs Address

Legal Description: LOT 9 EVERGREEN ADDNA

Deeded Acres: 0.00

Book: 0712 Page: 0335

Market Value: \$153,900.00

Ag Appraised: \$0,00

Residential Appraised: \$153,900.00

Commercial Appraised: \$0.00 FCROP Appraised: \$0.00

Total Assessed: \$29,240.00

Ag Assessed: \$0.00

Residential Assessed: \$29,240.00

Commercial Assessed: \$0.00 FCROP Assessed: \$0.00

Previous Owner: MO FARM LOAN

Date Acquired: 03-04-1999

Sales Price:

Source: O Last Tax Bill: \$1,712.32 Last Tax Bill Paided: N

Improvement Info Structure: Residential

Year Built: 2000

Base Area: 1160

Adjusted Area: 3238

H/D+ Class: Rooms:

000

Bedrooms: 000

Condition: 83

Improvement Value: \$146,520

AG Value:

Residential Value: \$146,520

Commercial Value: \$0

Parcel Number: 130802700000033000

DAVIS, JAMES DALE & ANTIONETTE Name:

No Situs Address Situs Address:

Deeded Acres: 0.00





Bates





, party of the 'Int part, and

# Corporation Warranty Deed

This Indenture, use on the	4th,	day of	Harch	A. D., One
Thousand Nine Hundred and Ninety-Nine,	by and betton	<b>4</b> 3		
Missouri Farm Loan Company,				
a corporation duly organized under the lesse of ti	he State of	Missouri		, of the County

Missouri

James Dale Davis and Antionette R. Davis, his wife,

, State of

, part 1es of the second part, . Store of Missouri of the County of 205 West Adams Street Butler, Missouri 64730 (Mailing address of said first named grantee is WITNESSETH: THAT SAID PARTY OF THE FIRST PART, in condideration of the sum of Ten Dollars and other valuable considerations,

to it in hand paid by the sold part ies of the second part, the receipt of which it heraby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, unto the sold their help and andgus, the following described lots, tracts or part Les of the second part, Bates percels of land, lying, being and situate in the County of

Missouri 1040H dH of Lot 9 of Evergreen Estates, a Subdivision of Bates County, Missouri, as shown in Bates County Recorder of Deeds in Plat Book 4 at Page 11.

Subject to all easements, reservations, declarations, covenants, agreements, rights-of-ways, liens and encumbrances of record or now located on said property,

Attached to and made a part of this Corporation Warranty Deed is a Survey as done by William C. Lethoho, Surveyor dated July 11th, 1998, being Survey \$2430.

TO HAVE AND TO HOLD, The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise apperitaining, unto the said part
their hairs and anigns forever, the said of the second part and unto

Missouri Farm Loan Company,

hereby covenanting that it is laufully soised of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by it or those under whom it claims; and that

Missouri Farm Loan Company,

will warrant and defend the title of the said premises unto the taid part 108 of the second part and unto their helm and anigns forever, against the lawful claims and demands of all persons of the second part whomsoever.

IN PITNESS WHEREOF, The eadd party of the first part has caused these presents to be signed by its President and estented by its Secretary, and the corporate seal to be hereto estached, the day and year first above toritton.

(SEAL)

mai Randy M. Pitts Missouri) Parm Loan Company

President.

BOOK 712

PAGE 335

Parcel Number: 130802700000039020

Name: BURCH, WILLIAM

Mail To Address: 1066 NE COUNTY RD 1003 Mail To City State Zip: BUTLER MO 64730

Situs Address:

Legal Description: PT OF S2 SE SE BGN AT NE COR S2 SE SE TH S 327' W 330' TO POB TH N 180.75'^ W 36

Deeded Acres: 2.96

Book: 1043 Page: 0569

Market Value: \$12,400.00

Ag Appraised: \$0.00

Residential Appraised: \$12,400.00

Commercial Appraised: \$0.00

FCROP Appraised: \$0.00

Total Assessed: \$2,360.00

Ag Assessed: \$0.00

Residential Assessed: \$2,360.00

Commercial Assessed: \$0.00

FCROP Assessed: \$0.00

Previous Owner:

Date Acquired: 09-11-2020

Sales Price: Source: O

Last Tax Bill: \$138.20 Last Tax Bill Paided: N

Improvement Info

Parcel Number: 1308027000000039020



Recorded in Bates County, Missouri

Recording Date/Time: 09/11/2020 at 09:34:40 AM

Book: 1043 Page: 569

Instr#: 202002020

Pages: 2

ee: \$27.00 S

Electronically Recorded



Danyelle Baker Recorder of Deeds

#### WARRANTY DEED

THIS DEED, made and entered into this <u>1812</u> day of August, 2020, by and between LARRY D. BURCH and DENISE L. BURCH, husband and wife, Grantors, and WILLIAM BURCH, Grantee. Grantee's mailing address is 1066 NE County Road 1003, Butler, Missouri 64730.

WITNESSETH, That the said Grantors, for and in consideration of the sum of Ten Dollars and Other Valuable Considerations paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said Grantee the following described real estate, to-wit:

That part of the South Half of the Southeast Quarter of the Southeast Quarter of Section 27, Township 40 North, Range 31 West of the 5th Principal Meridian in Bates County, Missouri, described as follows: Beginning at the Northeast corner of the South Half of the Southeast Quarter of the South Box seconds West a distance of 330,00 feet to the point of beginning. Subject to all easements of record.

TO HAVE AND TO HOLD the same together with all the rights, immunities, privileges and appurtenances to the same belonging unto the said Grantee and to his heirs and assigns, forever; the said Grantors hereby covenanting that said premises are free and clear of any incumbrances and that said Grantors and the heirs, executors, and administrators of such Grantors shall and will warrant and defend the title to the premises, unto the said Grantee, and to the heirs and assigns of such party forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands the day and year first above written.

DENISE L. BURCH

SURVEY DESCRIPTION AT THE REQUEST OF:

WILL BURCH

1066 NE COUNTY ROAD 1003

**BUTLER, MO 64730** 

#### SURVEY DESCRIPTION

THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 31 WEST OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN IN BATES COUNTY, MISSOURI; DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27, THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 27 A DISTANCE OF 327.00 FEET, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 180.75 FEET, THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 361.50 FEET, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 361.50 FEET, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 361.50 FEET, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 361.50 FEET, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 180.75 FEET TO THE POINT OF BEGINNING. CONTAINING 3.00 ACRES MORE OR LESS AND SUBJECT TO ALL EASEMENTS OF RECORD.

# INGRESS/EGRESS DESCRIPTION

15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 31 WEST OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN IN BATES COUNTY, MISSOURI; DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 27, THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 27 A DISTANCE OF 327.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE EASEMENT TO BE DESCRIBED; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 330.00 FEET TO A POINT IN THE EAST LINE OF THE ABOVE DESCRIBED TRACT.

Parcel Number: 1307026000000012000

DUFFIELD, JONI BD Mail To Address: 1405 S MAIN ST

Mail To City State Zip: BUTLER MO 64730-2423

No Situs Address Situs Address:

SW4 SW4 (EXC W 330' N2 SW4 SW4) (EXC RD R/W) Legal Description:

Deeded Acres: 35.00

Book: 0973 Page: 0163

Market Value: \$91,900.00 Ag Appraised: \$25,600.00

Residential Appraised: \$66,300.00

Commercial Appraised: \$0,00 FCROP Appraised: \$0.00 Total Assessed: \$15,670.00

Ag Assessed: \$3,070.00

Residential Assessed: \$12,600.00

Commercial Assessed: \$0.00 FCROP Assessed: \$0.00

Previous Owner: DUFFIELD, BRIAN & JONI

Date Acquired: 01-24-2014

Sales Price: Source: O

Last Tax Bill: \$917.66 Last Tax Bill Paided: N

Improvement Info

Structure: Barn

Improvement Value: \$640

\$640 AG Value: Year Built: 1920 Residential Value: \$0 Base Area: 480

Commercial Value: \$0 Adjusted Area: 761

Class: B-51 000 Rooms: Bedrooms: 000 Condition: 9

Parcel Number: 1307026000000012000



MCNABB, PURSLEY & ASSOCIATES 1 NORTH MAIN BUTLER, MO 64730 SEAL Pages

STATE OF MISSOUAL BAYES COUNTY, BE LUCILLE MUNDEY, RECORDER OF DEEDS Book: 973 Page: 183

ages Recorded: 2

Recording Fee: \$27,00

Date Recorded: 1/24/2014 1:35:00 PM

CIVE 2 27

#### BENEFICIARY DEED

THIS DEED, made and entered into this 24th day of January, 2014, by and between JONI TONYA DUFFIELD, a single person, Grantor, and BALLEY MICHELLE DUFFIELD and CORBIN J. DUFFIELD, Beneficiaries/Grantees. Grantees' mailing address is 1405 South Main, Butler, Missouri 64730.

Return deed to Grantor at: 1405 South Main, Butler, Missouri 64730.

WITNESSETH: That the said Grantor for and in consideration of love and affection does by these presents grant, assign, convey and confirm unto beneficiaries, to be transferred on death of Grantor to beneficiaries, BAILEY MICHELLE DUFFIELD and CORBIN J. DUFFIELD, or to their lineal descendants per stirpes, the following described real estate, to-wit:

The Southwest Quarter of the Southwest Quarter of Section 26, Township 40, Range 31, Bates County, Missouri.

TO HAVE AND TO HOLD THE SAME, together with all the rights, immunities, privileges and appurtenances, to the same belonging unto Grantor, and upon the death of Grantor to the beneficiaries, their heirs and assigns forever.

This is a Beneficiary Deed executed pursuant to Section 461.025 Revised Statutes of Missouri, and shall not take effect until the death of Grantor. During the life of Grantor this deed shall be fully revocable and may be revoked by the Grantor by executing an instrument of revocation, by a conveyance of the property described above, or by a subsequently executed Beneficiary Deed.

IN WITNESS WHEREOF, the said Grantor has hereunto set her hand as of the day and year first above written.

JONIADNYA DUFFIELI

Book: 973 Page: 163 BD

Page 1 of 1

Parcel Number: 130602300000015000

UNDERWOOD, RICHARD & DAVID & J

Mail To Address: 891 SE 251 RD

Mail To City State Zip: DEEPWATER MO 64740-9614

Situs Address:

No Situs Address

Legal Description:

SE 1/4 NE 1/4 (EXC LAC. IN SW COR) & E 132' N 660' E 1/2 SW 1/4 NE 1/4 (^EXC RD R/\

Deeded Acres: 38.00

Modified

Book: 1041

Page: 0094

Market Value: \$56,800.00 Ag Appraised: \$8,000.00

Residential Appraised: \$44,700.00 Commercial Appraised: \$4,100.00

FCROP Appraised: \$0.00

Total Assessed: \$10,760.00

Ag Assessed: \$960.00

Residential Assessed: \$8,490.00 Commercial Assessed: \$1,310.00

FCROP Assessed: \$0.00

Previous Owner: CALLAHAN, GERALD W & ALTA J &

Date Acquired: 05-16-2019

Sales Price: Source: O

Last Tax Bill: \$632.74 Last Tax Bill Paided: N

Improvement Info

Structure: Residential

Improvement Value: \$23,360

\$0

AG Value: Year Built: 1900

Base Area: 1236 Residential Value: \$23,360

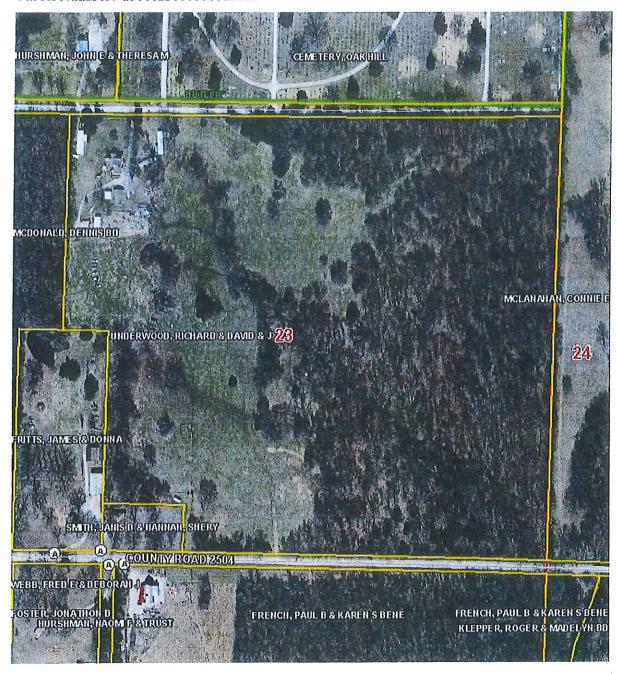
Commercial Value: Adjusted Area: 1345

Class: H/D 005 Rooms:

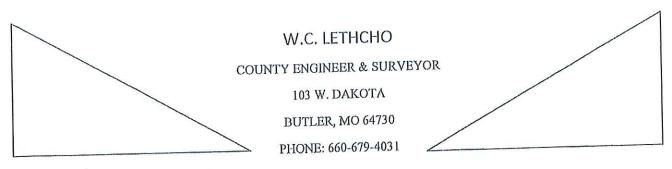
Bedrooms: 002

Condition: 39

Parcel Number: 130602300000015000







SURVEY DESCRIPTION AT THE REQUEST OF:

CITY OF BUTLER

TRENT DIEHL

22 W. OHIO

**BUTLER, MO 64730** 

# UTILITY SERVICE EASEMENT DESCRIPTION

THE NORTH 660.00 FEET OF THE EAST 132.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 31 WEST OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN IN BATES COUNTY, MISSOURI;

AND

THE NORTH 660,00 FEET OF THE WEST 244.20 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 31 WEST OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN IN BATES COUNTY, MISSOURI.

I CERTIFY THIS DESCRIPTION TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

W.C. LETHCHO LS-1539
BATES COUNTY SURVEYOR

Parcel Number: 1307026000000002000

Name: KENNEDY, WARREN 1/4

Mail To Address: 20203 S STOCKMAN RD

Mail To City State Zip: BELTON MO 64012-9279

Situs Address: No Situs Address

Legal Description: PT NE4 NE4 BGN @ SW COR (EXC RD R/W)

Deeded Acres: 19.50

Book: 0973 Page: 0020

Market Value: \$13,900.00

Ag Appraised: \$0.00

Residential Appraised: \$13,900.00

Commercial Appraised: \$0.00

FCROP Appraised: \$0.00

Total Assessed: \$2,640.00

Ag Assessed: \$0,00

Residential Assessed: \$2,640.00

Commercial Assessed: \$0,00

FCROP Assessed: \$0.00

Previous Owner: KENNEDY, WARREN 1/4

Date Acquired: 12-31-2013

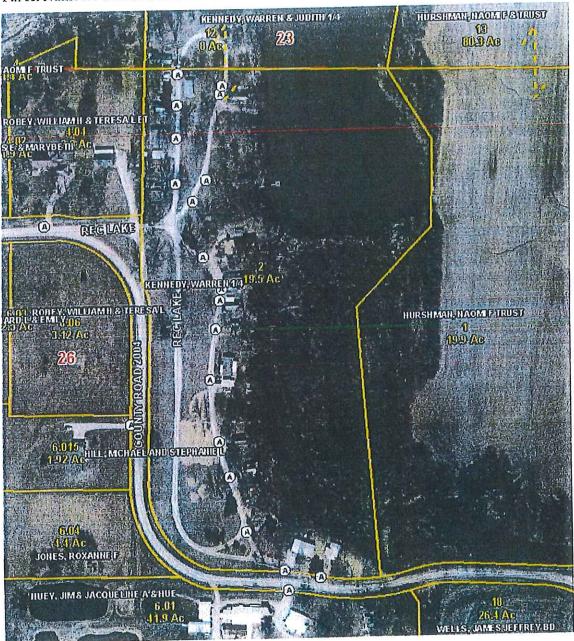
Sales Price: Source: O

Last Tax Bill: \$154.60

Last Tax Bill Paided: N

Improvement info

Parcel Number: 1307026000000002000



#### FILE RECORD

ENTERED BOOK NO. 973 PAGE 20 COMPARED INDEX. 7/L

LYNN K, BALLEY, ATTY P.O. BOX 368 HARRISONVILLE, MO 64701

STATE OF MISSOURI, BATES COUNTY SE LUCILLE MUNDEY, RECOMBER OF DEEDS Book: 973 Page: 20

Recording Fee: \$27.00

Date Recorded: 12/31/2013 8:30:00 AM

37 # 60062

#### **BENEFICIARY DEED**

THIS DEED, made this 22 day of December, 2013, wherein Michael E. Kennedy and Janice K. Kennedy of the County of Cass, State of Missouri, GRANTORS, without consideration, do, by these presents, GRANT AND ASSIGN, CONVEY AND CONFIRM unto GRANTEE BENEFICIARIES Krendi L. Gammill and Katherine M. Kennedy. (Mailing address of Grantors: 20203 South Stockman Road, Belton, Cass County, Missouri 64012)

All of our undivided one half (1/2) interest in the following described Real Estate situated in the County of Bates, State of Missouri, to-wit:

That part of the Southeast Quarter of the Southeast Quarter of Section 23, and that part of the Northeast Quarter of the Northeast Quarter of Section 26, in Township 40 of Range 31, bounded and described as follows; Beginning at the Southwest corner of the Northeast Quarter of the Northeast Quarter of Section 26, and running thence North 01' West, 1873 feet to an iron pin; thence North, 89°44' East 540.5 feet to an iron pin; thence South 20°01' East, 412 feet to an iron pin; thence South 4°59' West 175.5 feet to an iron pin; thence South 33°29' East, 226.8 feet to an iron pin; thence South 1°21' East 245 feet to an iron pin; thence South 89°44' West, 650 feet to the place of beginning, all being in Sections 23 and 26, Township 40, Range 31. Together with all the right, title and interest of the first parties herein in a certain Lease covering the above tract of land, dated September 15, 1928, and recorded in the Recorder's Office of Bates County, Missourl, In Book 296 at Page 261.

To have and to hold the same together with all rights and appurtenances to the same belonging unto the said Grantee Beneficiary, his/her/their heirs and assigns forever.

THIS BENEFICIARY DEED is executed pursuant to Chapter 461, R.S.Mo. It is not effective to convey title to the above described real estate until Grantor's death or the death

Page 1 of 1

Parcel Number: 130602300000012000
Name: KENNEDY, WARREN & JUDITH 1/4

Mail To Address: 20203 S STOCKMAN RD

Mail To City State Zip: BELTON MO 64012-9279

Situs Address:

Legal Description: PT SE4 SE4 BGN @ SW COR

Deeded Acres: 8.00

Book: 0973 Page: 0020

Market Value: \$1,500.00

Ag Appraised: \$1,500.00

Residential Appraised: \$0.00

Commercial Appraised: \$0.00

FCROP Appraised: \$0.00
Total Assessed: \$180.00
Ag Assessed: \$180.00

Residential Assessed: \$0.00 Commercial Assessed: \$0.00 FCROP Assessed: \$0.00

Previous Owner: KENNEDY, WARREN & JUDITH 1/4

Date Acquired: 12-31-2013

Sales Price: Source: O

Last Tax Bill: \$10.53

Last Tax Bill Paided: Y

Improvement Info

Parcel Number: 130602300000012000
Name: KENNEDY, WARREN & JUDITH 1/4

Situs Address:

Deeded Acres: 8.00



#### FILE RECORD

ENTERED BOOK NO. 973 PAGE 20
COMPARED INDEX. 7/L

LYNN K. BALLEY, ATTY P.O. BOX 368 HARRISONVILLE, MO 64701

STATE OF MISSOURI, BATES COUNTY, SE LUCILLE MUNDEY, RECORDER OF DEEDS Book: 973 Page: 20

Pages Recorded: 2

Recording Fee: #27,00

Jually Murday
Date Recorded: 12/31/2013 8:30:00 AM

37 # 60062

#### **BENEFICIARY DEED**

THIS DEED, made this 27 day of December, 2013, wherein Michael E. Kennedy and Janice K. Kennedy of the County of Cass, State of Missouri, GRANTORS, without consideration, do, by these presents, GRANT AND ASSIGN, CONVEY AND CONFIRM unto GRANTEE BENEFICIARIES Krendl L. Gammill and Katherine M. Kennedy. (Mailing address of Grantors: 20203 South Stockman Road, Belton, Cass County, Missouri 64012)

All of our undivided one half (1/2) Interest in the following described Real Estate situated in the County of Bates, State of Missouri, to-wit:

That part of the Southeast Quarter of the Southeast Quarter of Section 23, and that part of the Northeast Quarter of the Northeast Quarter of Section 26, in Township 40 of Range 31, bounded and described as follows: Beginning at the Southwest corner of the Northeast Quarter of the Northeast Quarter of Section 26, and running thence North 01' West, 1873 feet to an iron pln; thence North, 89°44' East 540.5 feet to an iron pin; thence South 20°01' East, 412 feet to an iron pin; thence South 4°59' West 175.5 feet to an iron pin; thence South 33°29' East, 226.8 feet to an iron pin; thence South 1°21' East 245 feet to an iron pin; thence South 89°44' West, 650 feet to the place of beginning, all being in Sections 23 and 26, Township 40, Range 31. Together with all the right, title and interest of the first parties herein in a certain Lease covering the above tract of land, dated September 15, 1928, and recorded in the Recorder's Office of Bates County, Missouri, in Book 296 at Page 261.

To have and to hold the same together with all rights and appurtenances to the same belonging unto the said Grantee Beneficiary, his/her/their heirs and assigns forever.

THIS BENEFICIARY DEED is executed pursuant to Chapter 461, R.S.Mo. It is not effective to convey title to the above described real estate until Grantor's death or the death

Parcel Number: 1306023000000011000

Name: FRITTS, JAMES & DONNA

Mail To Address: 1786 NE COUNTY RD 2504 Mail To City State Zip: BUTLER MO 64730-9328

Situs Address: No Situs Address

Legal Description: W 610.5'-+ NW 1/4 SE 1/4 & A TR NE 1/4 SW 1/4 BGN CENTER SEC. 23, W 680.5'^S 1025',

Modified

Deeded Acres: 33.80

Book: 0712

Page: 0302

Market Value: \$6,500.00

Ag Appraised: \$6,500.00

Residential Appraised: \$0.00

Commercial Appraised: \$0.00

FCROP Appraised: \$0.00

Total Assessed: \$780.00

Ag Assessed: \$780.00

Residential Assessed: \$0,00

Commercial Assessed: \$0.00

FCROP Assessed: \$0.00

Previous Owner: BARNES, EARL

Date Acquired: 02-23-1999

Sales Price:

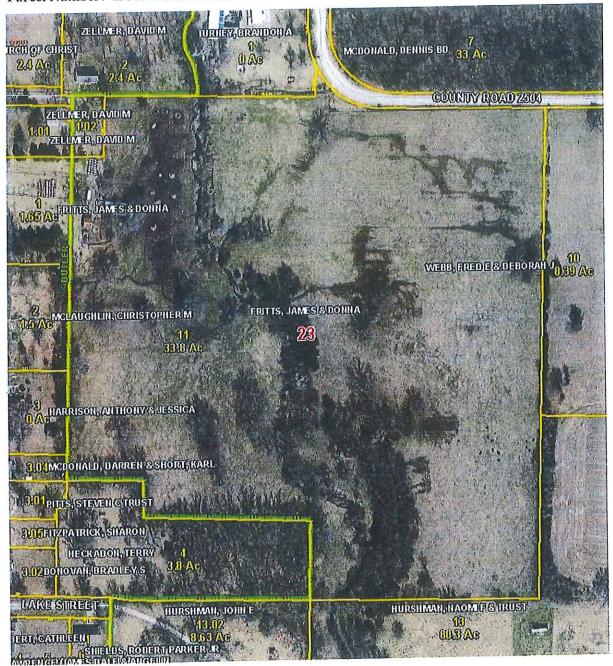
Source: O

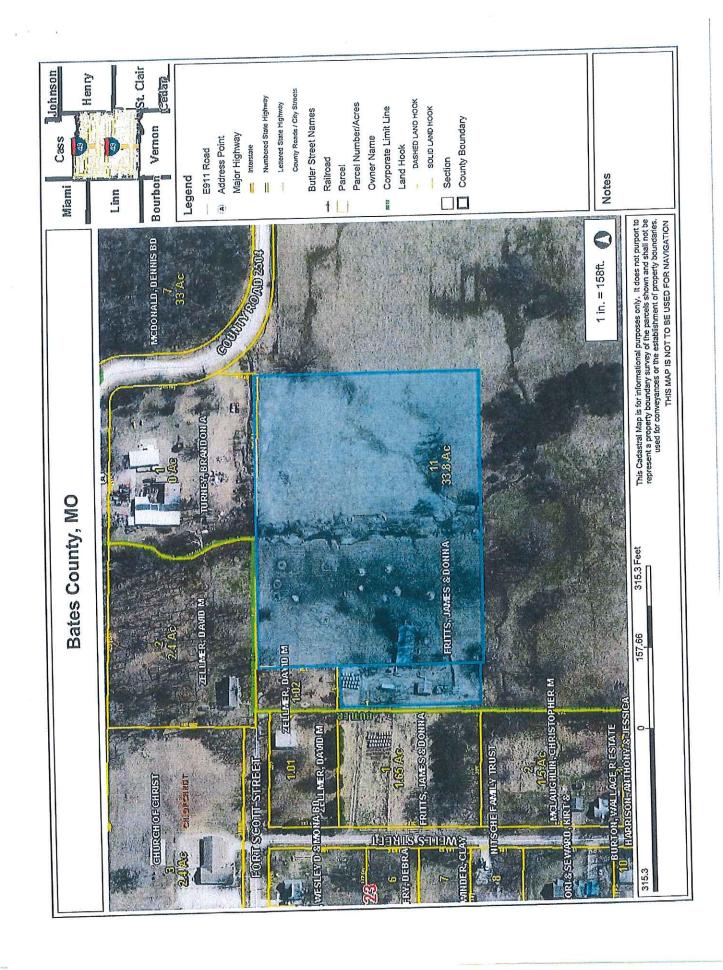
Last Tax Bill: \$45.67

Last Tax Bill Paided: N

Improvement Info

Parcel Number: 1306023000000011000







SURVEY DESCRIPTION AT THE REQUEST OF:

CITY OF BUTLER

TRENT DIEHL

22 W. OHIO

**BUTLER, MO 64730** 

#### UTILITY SERVICE EASEMENT DESCRIPTION

THE NORTH 457.00 FEET OF THE EAST 680.50 FEET OF THE NORTHEAT QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 31 WEST OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN IN BATES COUNTY, MISSOURI; EXCEPT THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 31 WEST OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN, IN BATES COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF SAID SECTION 23, THENCE WEST A DISTANCE OF 907.50 FEET TO THE TRUE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE SOUTH 136.00 FEET; THENCE EAST 320.00 FEET; THENCE NORTH 136.00 FEET; THENCE WEST 320.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS OF RECORD.

I CERTIFY THIS DESCRIPTION TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

W.C. LETHCHO LS-1539 3.2422

BATES COUNTY-SURVEYOR

Parcel Number: 1308027000000027010
Name: HEDRICK, CHANCE & SHANYA

Mail To Address: 1359 NE KELLY DR

Mail To City State Zip: BUTLER MO 64730-9452

Situs Address: No Situs Address

Legal Description: S 177.80' OF LOT 15 EVERGREEN SUBD^

Deeded Acres: 1.82

Book: 1046 Page: 0292

Market Value: \$16,400.00 Ag Appraised: \$0.00

Residential Appraised: \$16,400.00

Commercial Appraised: \$0.00

FCROP Appraised: \$0.00

Total Assessed: \$3,120.00

Ag Assessed: \$0.00

Residential Assessed: \$3,120.00

Commercial Assessed: \$0.00 FCROP Assessed: \$0.00

Previous Owner:

Date Acquired: 11-23-2021

Sales Price: Source: O

Last Tax Bill: \$0.00 Last Tax Bill Paided: N

Improvement Info

Parcel Number: 130802700000027010



Recorded in Bates County, Missouri

Recording Date/Time: 11/23/2021 at 03:19:14 PM

1046 Book:

Page: 292

202103272 Instr#:

Pages:

2 \$27.00 S Fee:

Electronically Recorded



Danyelle Baker Recorder of Deeds

#### WARRANTY DEED

THIS DEED, made and entered into this 23rd day of November, 2021, by and between SHANE MCCOUN and NICOLE MCCOUN, husband and wife, Grantors, and CHANCE HEDRICK and SHANYA HEDRICK, husband and wife, Grantees. Grantees' mailing address is 1359 NE Kelly Drive, Butler, Missouri 64730.

WITNESSETH, That the said Grantors, for and in consideration of the sum of Ten Dollars and Other Valuable Considerations paid by the said Grantees, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said Grantees the following described real estate, to wit:

The South 177.80 feet of Lot 15, in Evergreen, a Subdivision in Bates County, Missouri. Subject to all easements of record.

Ingress/Egress Description and Utility Easement

15.00 feet on either side of described center line: Commencing at the Southeast corner of Lot 10, in Evergreen, a Subdivision in Bates County, Missouri, for the point of beginning of the land to be described: thence on an assumed bearing of South 83 degrees 56 minutes 00 seconds West, along the South line of said Lot 10 and parallel with the South line of said Subdivision, a distance of 446.20 feet, more or less, to the East line of the Public Road.

## Utility Easement

15.00 feet on either side of described center line: Commencing at the Southwest corner of Lot 10, in Evergreen, a Subdivision in Bates County, Missouri, for the point of beginning of the land to be described: thence on an assumed bearing of North 06 degrees 25 minutes 00 seconds West, along the West line of said Lot 10, a distance of 152.20 feet, to the Northwest corner of said Lot

TO HAVE AND TO HOLD the same together with all the rights, immunities, privileges and appurtenances to the same belonging unto the said Grantees and to their heirs and assigns, forever; the said Grantors hereby covenanting that said premises are free and clear of any incumbrances and that said Grantors and the heirs, executors, and administrators of such Grantors shall and will warrant and defend the title to the premises, unto the said Grantees, and to the heirs and assigns of such parties forever, against the lawful claims of all persons whomsoever.

Book: 1046 Page: 292 WD

Parcel Number: 1308027000000023000 Name: CASTROGIOVANNI, EVELYN K

Mail To Address: 131 NE KELLY DR

Mail To City State Zip: BUTLER MO 64730-2412

Situs Address: No Situs Address

Legal Description: LOT 2 EVERGREEN ADD, BUTLER^

Deeded Acres: 0.00

Book: 1044 Page: 0675

Market Value: \$8,200.00

Ag Appraised: \$0.00

Residential Appraised: \$8,200.00

Commercial Appraised: \$0.00

FCROP Appraised: \$0.00

Total Assessed: \$1,560.00

Ag Assessed: \$0.00

Residential Assessed: \$1,560.00

Commercial Assessed: \$0.00

FCROP Assessed: \$0.00

Previous Owner: FISCHER, EVELYN KATHLEEN

Date Acquired: 08-06-2021

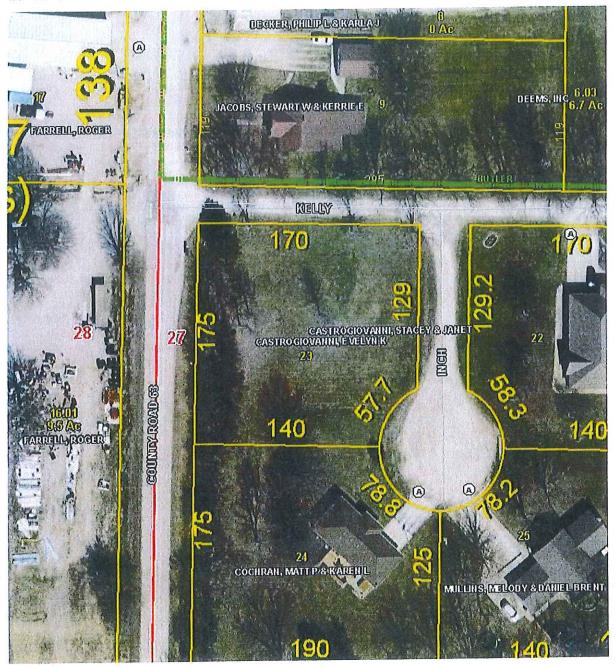
Sales Price: Source: O

Last Tax Bill: \$91.35

Last Tax Bill Paided: Y

Improvement Info

Parcel Number: 1308027000000023000



Recorded in Bates County, Missouri

Recording Date/Time: 08/06/2021 at 02:22:25 PM

Book: 1044 Page: 675

Instr#: 202102102

Pages: 2 Fee: \$

2 \$27.00 S

Electronically Recorded



Danyelle Baker Recorder of Deeds

#### **OUIT-CLAIM DEED**

This Indenture, made on the 4th day of July, 2021, by and between GREGORY D. FISCHER, a single person, whose mailing address is 12445 SE County Road 7586, Rockville, Missouri 64780 ("Grantor"), and EVELYN KATHLEEN CASTROGIOVANNI, a single person, whose mailing address is 131 NE Kelly Drive, Butler, Missouri 64730 ("Grantee").

WITNESS, that Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by Grantce, the receipt and sufficiency of which is hereby acknowledged, does by these presents REMISE, RELEASE AND FOREVER QUIT CLAIM unto Grantee, her heirs, successors and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of Bates and State of Missouri, to-wit:

Lot 2 Evergreen Estates, a subdivision of Bates County, Missouri, as shown in Plat Book 4, Page 11 in Deed Records of Bates County, Missouri.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the Grantee and unto her heirs, successors and assigns forever; so that neither the Grantor nor her heirs, successors or assigns, nor any other person or persons, for whom or in whose name or behalf, will hereinafter claim or demand any right or title to the described premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed as of the day and year first above written.

GREGORY D. FISCHER

NOTARY SEAL OF MISSON

Parcel Number: 130802700000027000

Name: MCCOUN, SHANE & NICOLE

Mail To Address: 71 NE CEDAR DR

Mail To City State Zip: BUTLER MO 64730-9452

Situs Address: No Situs Address

Legal Description: LOT 13 EVERGREEN ADD^AND LOTS 10 11 AND 15^

Deeded Acres: 6.67

Book: 1042 Page: 0535

Market Value: \$158,100,00 Ag Appraised: \$2,300,00

Residential Appraised: \$155,800.00

Commercial Appraised: \$0,00 FCROP Appraised: \$0,00

Total Assessed: \$29,880.00

Ag Assessed: \$280.00

Residential Assessed: \$29,600.00

Commercial Assessed: \$0.00

FCROP Assessed: \$0.00

Previous Owner: PHILLIPS, KELLY D & LINDA

Date Acquired: Sales Price: Source:

Last Tax Bill: \$1,749.80 Last Tax Bill Paided: N

Improvement Info

Structure: Residential Improvement Value: \$145,870

Year Built: 1986 AG Value: \$0

Base Area: 1326 Residential Value: \$145,870

Adjusted Area: 3299 Commercial Value: \$0

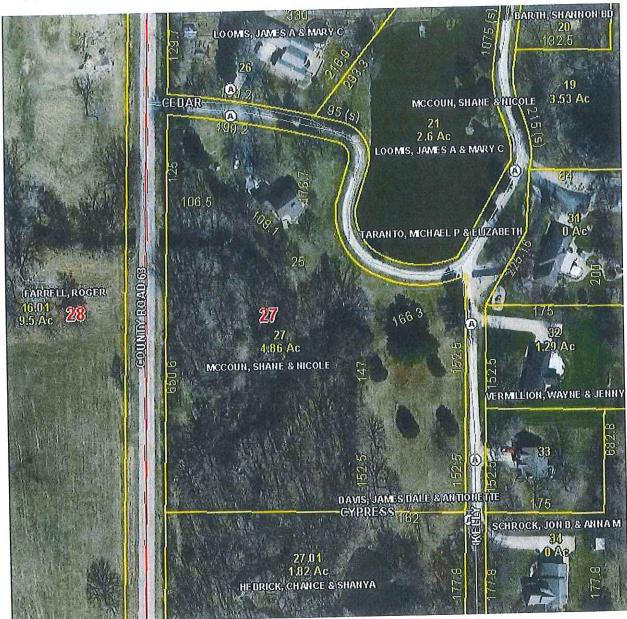
Class: H/C Rooms: 000 Bedrooms: 000 Condition: 76

Parcel Number: 1308027000000027000

Name: MCCOUN, SHANE & NICOLE

Situs Address: No Situs Address

Deeded Acres: 4.86





Recording Date/Time: 08/15/2019 at 03:19:16 PM

Book: 1042 Page: 535

Pages: 2

Fee: \$27.00 S 20190000586

SEAL Danyelle Baker
Recorder of Deeds

#### WARRANTY DEED

THIS DEED, made and entered into this 15th day of August, 2019, by and between LINDA L. PHILLIPS, a single person, Grantor, and SHANE M. MCCOUN and NICOLE MCCOUN, husband and wife, Grantees. Grantees' mailing address is 609 Howard, Butler, Missouri 64730.

WITNESSETH, That the said Grantor, for and in consideration of the sum of Ten Dollars and Other Valuable Considerations paid by the said Grantees, the receipt of which is hereby acknowledged, does by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said Grantees the following described real estate, to-wit:

Lots 10, 11, 15, and all of Lot 13 except the North 30 feet of said Lot 13, in EVERGREEN, a subdivision in Bates County, Missouri, together with an easement over said North 30 feet of said Lot 13 to the adjoining road for the purpose of construction of a driveway to the described property.

Grantor warrants that Elsie Phillips and Elsie M. Phillips are one and the same person,

Grantor further warrants that Kelly D. Phillips died on October 12, 2018 while still married to Linda L. Phillips, never having been divorced.

TO HAVE AND TO HOLD the same together with all the rights, immunities, privileges and appurtenances to the same belonging unto the said Grantees and to their heirs and assigns, forever; the said Grantor hereby covenanting that said premises are free and clear of any incumbrances and that said Grantor and the heirs, executors, and administrators of such Grantor shall and will warrant and defend the title to the premises, unto the said Grantees, and to the heirs and assigns of such parties forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto set her hand the day and year first above written.

LINDA LI PHILLIPS

Parcel Number: 130802700000019000

Name:

MCCOUN, SHANE & NICOLE

Mail To Address: 71 NE CEDAR DR

Mail To City State Zip: BUTLER MO 64730-1836

Situs Address:

No Situs Address

Legal Description:

LOT 14 & THE W 50' OF THE E 494' OF NW 1.4 SW 1/4 EXC RD R/W^EVERGREEN ADD

Deeded Acres: 3,53

Book: 1042

Page: 0570

Market Value: \$11,600.00

Ag Appraised: \$11,600.00

Residential Appraised: \$0.00

Commercial Appraised: \$0.00

FCROP Appraised: \$0.00

Total Assessed: \$1,390.00

Ag Assessed: \$1,390.00

Residential Assessed: \$0.00

Commercial Assessed: \$0.00

FCROP Assessed: \$0.00

Previous Owner: PHILLIPS, LINDA L

Date Acquired: 08-22-2019

Sales Price:

Source: O

Last Tax Bill: \$81.40

Last Tax Bill Paided: N

#### Improvement Info

Structure: Barn

Improvement Value: \$7,910

Commercial Value: \$0

Year Built: 1979

AG Value:

\$7,910

Base Area: 1280

Residential Value:

\$0

Adjusted Area: 1280

Class:

B-43

Rooms:

2ýý

Bedrooms: 000

Condition: 66

Parcel Number: 130802700000019000

Name:

MCCOUN, SHANE & NICOLE No Situs Address

Deeded Acres: 3.53

Situs Address:



Recorded in Bates County, Missouri

Recording Date/Time: 08/22/2019 at 10:42:24 AM Page: 570

Book: 1042

Instr #: 201981671

Pages: 2

\$27.00 S 20190000631 Fee:



### WARRANTY DEED

THIS DEED, made and entered into this 22nd day of August, 2019, by and between LINDA L. PHILLIPS, a single person Grantor, and SHANE M. MCCOUN and NICOLE MCCOUN, husband and wife, Grantees. Grantees' mailing address is 609 Howard, Butler, Missouri 64730.

WITNESSETH, That the said Grantor, for and in consideration of the sum of Ten Dollars and Other Valuable Considerations paid by the said Grantees, the receipt of which is hereby acknowledged, does by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said Grantees the following described real estate, to-wit:

Lot 14 in Evergreen Estates, a subdivision of Bates County, Missouri, as shown in Plat Book 4, Page 11 in Deed Records of Bates County, Missouri, EXCEPT the North 200.00 feet of the South 682.8 feet of said Lot 14.

Also the West 50 feet of the East 494 feet of the Northwest Quarter of the Southwest Quarter of Section 27, Township 40, Range 31, Bates County, Missouri, EXCEPT the North 200.00 feet of the South 682.8 feet thereof.

TO HAVE AND TO HOLD the same together with all the rights, immunities, privileges and appurtenances to the same belonging unto the said Grantees and to their heirs and assigns, forever, the said Grantor hereby covenanting that said premises are free and clear of any incumbrances and that said Grantor and the heirs, executors, and administrators of such Grantor shall and will warrant and defend the title to the premises, unto the said Grantees, and to the heirs and assigns of such parties forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto set her hand the day and year first above written.

Parcel Number: 1307026020001032000

HEIMAN, CASEY & RACHEL Name:

Mail To Address: PO BOX 367

Mail To City State Zip: BUTLER MO 64730-0367

1205 S MAIN BUTLER Situs Address:

TH PT W2 SW4 NW4 COMM AT SW COR OF W2 N ALONG W LINE 525.50' TO NW COR Legal Description:

Deeded Acres: 9.67

Book: 1044 Page: 0293

Market Value: \$26,800.00 Ag Appraised: \$0.00

Residential Appraised: \$26,800.00

Commercial Appraised: \$0.00

FCROP Appraised: \$0.00 Total Assessed: \$5,090.00

Ag Assessed: \$0.00

Residential Assessed: \$5,090.00

Commercial Assessed: \$0.00 FCROP Assessed: \$0.00

Previous Owner: KEEBLE, ROBERT MICHEAL & CATHE

Date Acquired: 06-30-2021

Sales Price: Source: O

Last Tax Bill: \$331.24 Last Tax Bill Paided: Y

Improvement Info

Structure: Barn

Improvement Value: \$3,000 AG Value:

\$0 Year Built: 1940 \$3,000 Residential Value: Base Area: 360 Commercial Value:

Adjusted Area: 560

Class: B-52 001 Rooms: Bedrooms: 000

Parcel Number: 1307026020001032000



Recorded in Bates County, Missouri

Recording Date/Time: 06/30/2021 at 01:01:42 PM

Book: 1044 Page: 293

Instr#: 202101719

Pages: 3

Fee: \$27.00 S

Electronically Recorded



Danyelle Baker Recorder of Deeds

#### WARRANTY DEED

THIS DEED, made and entered into this 30th day of June, 2021, by and between ROBERT MICHAEL KEEBLE and CATHERINE J. KEEBLE, husband and wife, Grantors, and CASEY HEIMAN and RACHEL HEIMAN, husband and wife, Grantees. Grantees' mailing address is P. O. BOX 367, BUTLER, MO 64730.

WITNESSETH, That the said Grantors, for and in consideration of the sum of Ten Dollars and Other Valuable Considerations paid by the said Grantees, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said Grantees the following described real estate, to-wit:

That part of the West Half of the Southwest Quarter of the Northwest Quarter of Section 26, Township 40 North, Range 31 West of the 5th Principal Meridian in Bates County, Missouri, described as follows: Commencing at the Southwest corner of said West Half of the Southwest Quarter of the Northwest Quarter; thence on an assumed bearing of North along the West line of said Section 26 a distance of 525.50 feet to the Northwest corner of the South 8 acres of the said West Half of the Southwest Quarter of the Northwest Quarter for the point of beginning of the land to be described; thence continuing on a bearing of North a distance of 681.28 feet to a point 100 feet South of the Southwest corner of the Hillcrest Addition as recorded in Slide Number 102 in the Bates County Recorder's Office; thence South 89 degrees 54 minutes 30 seconds East parallel with the South line of said Hillcrest Addition a distance of 663.15 feet; thence on a bearing of South a distance of 681.28 feet; thence North 89 degrees 54 minutes 30 seconds West a distance of 663.15 feet to the point of beginning.

TO HAVE AND TO HOLD the same together with all the rights, immunities, privileges and appurtenances to the same belonging unto the said Grantees and to their heirs and assigns, forever; the said Granters hereby covenanting that said premises are free and clear of any incumbrances and that said Granters and the heirs, executors, and administrators of such Granters shall and will warrant and defend the title to the premises, unto the said Grantees, and to the heirs and assigns of such parties forever, against the lawful claims of all persons whomsoever.

Parcel Number: 1308027000000035000

AUNDREAE, MASON L/BLASER, TIFF

Mail To Address: 1161B NE COUNTY RD 63

Mail To City State Zip: BUTLER MO 64730-8617

Situs Address:

No Situs Address

Legal Description:

N2 SW4 SW4 (EXC RD R/W)

Deeded Acres: 20

Book: 1043

Page: 1693

Market Value: \$185,800.00

Ag Appraised: \$3,700.00

Residential Appraised: \$182,100.00

Commercial Appraised: \$0.00

FCROP Appraised: \$0.00

Total Assessed: \$35,040.00

Ag Assessed: \$440.00

Residential Assessed: \$34,600.00

Commercial Assessed: \$0.00

FCROP Assessed: \$0.00

Previous Owner: NAMETH, KAREN LYNNE

Date Acquired: 01-19-2021

Sales Price:

Source: O

Last Tax Bill: \$2,051.98

Last Tax Bill Paided: N

#### Improvement Info

Structure: Resturant

Improvement Value: \$34,420

Year Built: 1962

AG Value:

Base Area: 1464

Residential Value:

\$34,420

Adjusted Area: 1546

Commercial Value:

Class:

H/D

Rooms:

002

Bedrooms: 000

Condition: 38

Parcel Number: 1308027000000035000

Name: NAMETH, SCOTT
Situs Address: No Situs Address

Deeded Acres: 20.00



# FINAL SETTLEMENT APPROVED; FINDING AND DECREE OF SUCCESSION;

ORDER OF DISCHARGE
Testate estate

STATE OF MISSOURI)

COUNTY OF BATES )

FILED 12/31/2020 Bates County Circuit Court

# IN THE CIRCUIT COURT OF BATES COUNTY, MISSOURI PROBATE DIVISION

In the Estate of KAREN L. NAMETH, Deceased.

Estate No.19BS-PR00073

On this 31st day of December, 2020, the Court takes up the final settlement and petition for determination of rights of succession, filed herein December 8, 2020, by AUNDREAE L. MASON, Personal Representative of the estate of Karen L. Nameth, deceased, and finds that decedent died testate, domiciled in and a resident of Bates County, Missouri; that due and timely notice of the filing of said settlement and petition was given according to law, and proof thereof filed herein; that due and timely notice, by publication and ordinary mail, of the granting of letters on said estate, the first publication of which was had January 10, 2020, was given according to law, and proof thereof filed herein within twenty days after the completion of such publication; and that no objections to said settlement or petition have been filed and that the time allowed therefor has expired.

The Court further finds that the Will of decedent was admitted to probate December 30, 2019, and finds and adjudges that the successors to the descendible interest of the decedent in and to the following described real property:

Tract I: The North Half of the Southwest Quarter of the Southwest Quarter of Section 27, Township 40, Range 31, Bates County, Missouri. and the extent and character of their interests therein, as of said date of death and pursuant to the designated article or paragraph of said Will, are as follows:

Page 1 of 1

Tract No.	Devisee(s)	Article or Parag.	<u>Interest</u>
I	Aundreae L. Mason 1161 A NE County Road 63 Butler, Missouri 64730	IX	1/3
I	Tiffany L. Blaser 1652 NW Skyline Drive Butler, Missouri 64730	ΙΧ	1/3
Ι	Scott A. Nameth 7508 West 156 <sup>th</sup> Street Overland Park, Kansas 66223	IX	1/3

The Court further finds that all legacies and bequests under said Will, other than those set forth herein, have been paid and satisfied; that said estate is in a condition to be closed; that all allowed claims have been paid, and that said settlement has been audited and the balance shown thereon, consisting of \$0- in cash and other personal property valued at \$1,300.00 is correct.

The Court further finds that all legacies and bequests under said Will, other than those set forth herein, have been paid and satisfied, and orders, adjudges and decrees that the balance of cash and other personal property as shown on said settlement be distributed, pursuant to the designated article or paragraph of said Will, to the legatees thereunder as follows:

<u>Legatee</u>	Art. of Will	Cash	Other per, property
Aundreae L. Mason	IX	0	433.33
Tiffany L. Blaser	IX	0	433.33
Scott A. Nameth	IX	0	433.34

IT IS THEREFORE ORDERED AND ADJUDGED that said settlement be, and is hereby, approved; that all orders of partial distribution heretofore made by hereby confirmed; and that said Personal Representative be hereby discharged.



TIDGE /

ZACLIENTS\Wantelli, Karen-Estate\order of distribution - testate, real property only wpd

Parcel Number: 130803400000003000

Name:

HOBBS, WILLIAM K AND CARRIE J

Mail To Address: 895 NE COUNTY RD 63

Mail To City State Zip: BUTLER MO 64730-9452

Situs Address:

No Situs Address

Legal Description:

PT NW4 NW4 BGN 445' S OF NW COR (EXC RD R/W)

Deeded Acres: 10.00

Book: 0923

Page: 0141

Market Value: \$92,200.00

Ag Appraised: \$0.00

Residential Appraised: \$92,200.00

Commercial Appraised: \$0.00

FCROP Appraised: \$0.00

Total Assessed: \$17,520.00

Ag Assessed: \$0.00

Residential Assessed: \$17,520.00

Commercial Assessed: \$0,00

FCROP Assessed: \$0.00

Previous Owner: DUGAN, BRENDA

Date Acquired: 03-04-2010

Sales Price: Source: O

Last Tax Bill: \$1,025.98

Last Tax Bill Paided: N

Improvement Info

Structure: Residential

ę, Nesidentiai

Year Built: 1970

Base Area: 1152

Adjusted Area: 2011

Class:

H/D

Rooms:

006

Bedrooms: 003

Condition: 65

Data contained within this web site was created from record research provided by the county and/or city. Bates County, Missouri does not guarantee any accuracies to the data or attribute information displayed, queried, or printed from this web site. This web site is only intended for informational purposes.

Improvement Value: \$66,510

\$0

\$66,510

AG Value:

Residential Value:

Commercial Value: \$0

15

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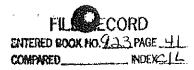
Parcel Number: 130803400000003000

Name: HOBBS, WILLIAM K AND CARRIE J

Situs Address: No Situs Address

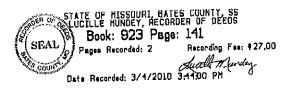
Deeded Acres: 10.00





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### WARRANTY DEED

THIS DEED, Made and entered into this 4th day of March, A.D., 2010, by and between

James W. Dugan and Brenda Ann Dugan, husband and wife, Grantors, party or parties of the first part, AND

William K. Hobbs and Carrie J. Hobbs, husband and wife, Grantees,

party or parties of the second part (Grantee's mailing address is:) 4. 4 15 x 390 15 utle 11130

WITNESSETH, that the said party or parties of the First part, for and in consideration of the sum of ten dollars and other valuable considerations paid by the said party or parties of the Second part, the receipt of which is hereby acknowledged, does or do by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said party or parties of the Second part, the following described real estate in the County of Bates, in the State of MISSOURI to-wit:,

A tract of land described as beginning at a point 30 rods South of the Northwest corner of Section Thirty-four (34), Township Forty (40), Range Thirty-one (31), thence running East 80 rods, thence South 20 rods, thence West 80 rods, thence North 20 rods to the point of beginning, EXCEPT there from all that part off the West side of said tract taken for U.S. Highway Number 71 and service road all in Bates County, Missouri.

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

Grantors further warrant that Brenda Ann Dugan and Brenda Ann Cunningham is one and the same person.

TO HAVE AND TO HOLD the same together with all the rights, immunities, privileges and appurtenances to the same belonging unto the said party or parties of the Second part, and to their heirs and assigns, forever; the said party or parties of the first part hereby covenanting that said premises are free and clear of any encumbrances and that said party or parties and the heirs, executors and administrators of such party or parties shall and will warrant and defend the title to the premises, unto the said party or parties of the second part, and to their heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever.

**BOOK 923** 

**PAGE 141** 

Parcel Number: 1308028000000017000

FARRELL, ROGER

Mail To Address: 1492 NE COUNTY RD 63

Mail To City State Zip: BUTLER MO 64730-9452

Situs Address:

No Situs Address

Legal Description:

PT SE4 NE4 BGN @ SE COR (METED)

Deeded Acres:

Book: 0586

Page: 0278

Market Value: \$27,100.00

Ag Appraised: \$0.00

Residential Appraised: \$8,600.00

Commercial Appraised: \$18,500.00

FCROP Appraised: \$0.00

Total Assessed: \$7,550.00

Ag Assessed: \$0.00

Residential Assessed: \$1,630.00

Commercial Assessed: \$5,920.00

FCROP Assessed: \$0.00

Previous Owner:

Date Acquired: 02-01-1987

Sales Price: \$0.00

Source:

Last Tax Bill: \$453.98

Last Tax Bill Paided: N

Improvement Info

Structure: Residential

Year Built: 1975

Base Area: 312

Adjusted Area: 355

Class: H/E-

Rooms: 001

Bedrooms: 000

Condition: 61

Improvement Value: \$3,080

AG Value:

\$0

Residential Value:

\$3,080

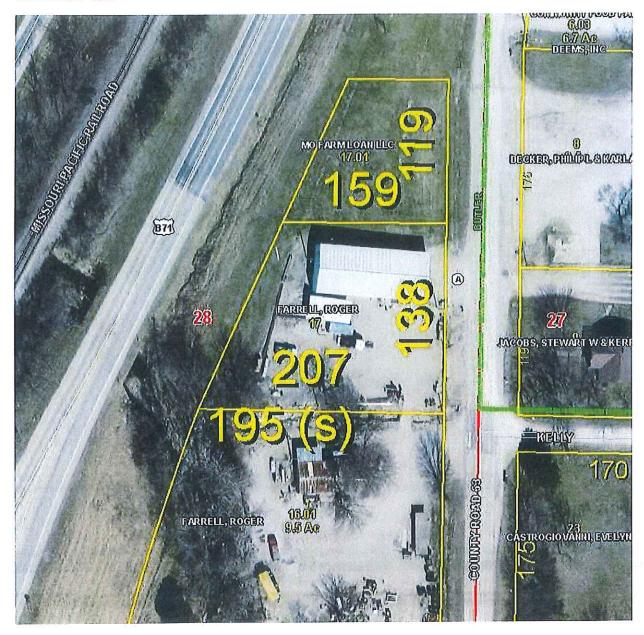
Commercial Value:

Parcel Number: 1308028000000017000

FARRELL, ROGER Situs Address:

No Situs Address

Deeded Acres: 0.00



thranger Stationery Co., 808 Walnut, Kames City, 110.

Res for Recorder of Deeds

### Quit-Claim Deed

Thin Indentities, Made on the 25th day of February A. D., One Thousand Nine Hundred and by and between

Connie A. Farrell

of the County of Bates , State of Missouri part y of the first part, and

Roger Dewayne Farrell

of the County of Bates , State of Missouri part y of the second part,

(Mailing address of said first named grantee is Route 4, Box 479, Butler, MO 64730 )

WITNESSETH, that the said party of the first part, in consideration of the sum of

--One Dollar and other good and valuable considerations---- DOLLARS

to her paid by the said part y of the second part (the receipt of which is hereby acknowledged) do es by these presents REMISE, RELEASE and FOREVER QUIT CLAIM unto the said party of the second part, the following described lots, tracts or parcels of land, lying, being and situate in the County of Bates and State of Missouri , to-wit:

All that part of the East Half of the Northeast Quarter of Section 28 in Township 40 of Range 31 lying south and east of the right-of-way of Missouri Pacific Railway Company as same is located through and across said land, EXCEPT the part thereof now taken and used as old U.S. Highway 71, and further except that part off the westerly side of the above described tract taken for Ramp No. 2 of the improvement of State Highway designated Route 71, and more particularly described in Report of Commissioners dated June 25, 1969, and recorded in the Recorder's Office of Bates County, Missouri, in Book 451 at Page 171. Together with mobile home located thereon.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and apputtenances thereto belonging, unto the said part Y of the second part and unto his heits and assigns forever; so that neither the said part Y of the first part nor her heirs nor any other person or persons, for her or in her name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

them shall, by these presents, be excluded and 10			
IN WITNESS WHEREOF, the said part Y	of the first part has	herounto set	her
hand and seal the day and year above wil	itten.	1 1	
Signed, Sealed and Delivered in Presence of	X Connie h. Farr	ell	•
	************************		(000)
	4-1-1-1		(Seal)
***************************************			
	*147		(Seal)
·	of Bates	, on this	25th day
In the State of Missouri , County of February , 1987 , before me,	the nodersland, a Natary Pu		
" donnie A. Farrell	THO DIRECTOR		
bettomany appourer		•	
described in and who execut	ted the foregoing instrument, a	nd acknowledged th	at she
to me known to be the person described in and who execut	the said		•
White A. Farrell			
Juliber declards . The self to be unmarried.		•	
of avitous any flore and Notariol Soul subscribed and all	Good in sold County and Stat	o, the day and year	In this certificate
Wittens and from Wotariol Soul subscribed and an	mied it and coming the		<i>A</i>
	Mah	Suille [1	Sundent
	The same	Notacy Public ucille Mund	T. A
Ringel Marin 11	88 Mary 4L	ucille Mund	e y U
Ma Je Manuel State Company			<del>- 0000 27</del> 5
李代表 1944年11年11日			Page 270

16 8.

Parcel Number: 1308028000000016010

Name: FARRELL, ROGER

Mail To Address: 1492 NE COUNTY RD 63

Mail To City State Zip: BUTLER MO 64730-9452

Situs Address: No Situs Address

Legal Description: PT SE4 LYING W OF OLD 71 HWY & E OF OFF RAMP #2 NEW 71 HWY

Deeded Acres: 9.50

Book: 0622

Page: 0149

Market Value: \$20,600.00

Ag Appraised: \$0.00

Residential Appraised: \$7,200.00

Commercial Appraised: \$13,400.00

FCROP Appraised: \$0.00

Total Assessed: \$5,660.00

Ag Assessed: \$0.00

Residential Assessed: \$1,370.00

Commercial Assessed: \$4,290.00

FCROP Assessed: \$0.00

Previous Owner:

Date Acquired: 06-01-1991

Sales Price: \$0.00

Source:

Last Tax Bill: \$340,03 Last Tax Bill Paided: N

#### Improvement Info

Structure: Barn Improvement Value: \$3,660

Year Built: 1970 AG Value: \$0

Base Area: 720 Residential Value: \$0

Adjusted Area: 830 Commercial Value: \$3,660

Class: B-42 Rooms: 001

Bedrooms: 000

Condition: 42

Parcel Number: 1308028000000016010

FARRELL, ROGER Name: Situs Address:

No Situs Address

Deeded Acres: 9.50



MARRANITY DEED				Ų.
VARRANTY DEED		ne A. D.,	One Thousand Nine Hundr	ad and
HS DEED, Made and entered into this <u>2</u> nety <u>one</u> , by and bo	etween Gary K. F	showte and Michelle	D. Roberts, his we harty or parties of the first pa	116 T
Ролом	D, Farrell		party or parties of the secon	d part:
Bouto A	Boy 479 Butler	MO 64730		—— £
trantee's mailing address is:) ROUVE 9. WITNESSETH, That the said party or duable considerations paid by the said party by these presents Grant, Bargain and Soporibed real estate situated in the County	r parties of the First part arty or parties of the Sec Sell, Convey and Confirm,	, 101 and in consideration	es of the Second Part, the fo	does or land
All that part of t Township 40, Range old U.S. Highway # line of off ramp # by Report of Commi of the Recorder of	71, and east of t 22 of New U.S. Hig	he east right-of-wa hway #71 as establi 51. Page 171, in th	y shed ne Office	
TO HAVE AND TO HOLD the same to not the said party or parties of the Secereby covenanting that said premises are not administrators of such party or partie of the second part, and to their heirs and a IN WITNESS WHEREOF, the said parear first above written.	free and clear of any incues shall and will warrant are assigns of such party or parties of the First	mbrances and that said parting defend the title to the pressure forever against the law	y or parties and the neas, ex emises, unto the said party of ful claims of all persons whos	r parties msoever.
STATE OF MISSOURI,	ss.	0.441.	June	. 1 <u>9 91</u>
County of Bates )	Gary K. Roberts	On this <u>24th</u> day of	V-110	
before me personally appeared Michelle D. Robert			etrument and adventured	, his wife that they
and Michelle D. Robert to me known to be the person or person	sons described in and who	executed the foregoing in	Strattieur' auer ackitemicade	
executed the adding their free set and d	IN TESTIMONY WHER my office inBu	EOF, I have hereunto set m	y hand and affixed my office the day and year first above	ve written.
19,07,00	My term expires	0	- Car	ama Base Na
ICEAL VICE AT A STATE OF THE ST		John L. Purs	Tey Not	ary Public
(SEALL)				
STATE OR MISSOURI.	28.	On this day of		_, 19
STATE OF MISSOURI.				
STATE OF MISSOURI.  County of	The second second	everyled the foregoing ins	strument, and acknowledged	
STATE OF MISSOURI. County of before me personally appeared to me known to be the person or personally appeared	ons described in and who	executed the foregoing ins	trument, and acknowledged further declared	that they
STATE OF MISSOURI. County of before me personally appeared to me known to be the person or personally appeared.	ons described in and who e act and deed and the sald IN TESTIMONY WHE	executed the foregoing ins	strument, and acknowledged further declared ny hand and affixed my offic the day and year first abo	that they
STATE OF MISSOURI. County of before me personally appeared to me known to be the person or personally appeared executed the same as to be single and unmarried.	ons described in and who e act and deed and the sald IN TESTIMONY WHE	executed the foregoing ins	trument, and acknowledged further declared ny hand and affixed my offic the day and year first abo , 19	that they
STATE OF MISSOURI. County of before me personally appeared to me known to be the person or personally appeared	ons described in and who e act and deed and the sald IN TESTIMONY WHE	executed the foregoing ins	strument, and acknowledged further declared ny hand and affixed my offic the day and year first abo , 19	that they cial seal, at ve written.
STATE OF MISSOURI.  STATE OF MISSOURI.  STATE OF MISSOURI.	ons described in and who act and deed and the salo in TESTIMONY WHE my office in My term expires	executed the foregoing ins REOF, I have hereunto set n	irument, and acknowledged further declared ny hand and affixed my offic the day and year first abo , 19 No	that they gial seal, at ye written. tary Public
STATE OF MISSOURI.  (SEAL)  STATE OF MISSOURI.  County of	ons described in and who a act and deed and the salc IN TESTIMONY WHE my office in My term expires	executed the foregoing ins REOF, I have hereunto set of IN THE RECORDER'S	further declared	that they gial seal, at ye written. tary Public
STATE OF MISSOURI.  (SEAL)  STATE OF MISSOURI.  County of	ons described in and who a act and deed and the sale in TESTIMONY WHE my office in My term expires	executed the foregoing ins  REOF, I have hereunto set of  IN THE RECORDER'S  Instrument of writing was, a	frument, and acknowledged further declared ny hand and affixed my offic the day and year first abov , 19  Not  OFFICE  A.D., 18  Not acknowledged  Not acknowledged  Not acknowledged  Not acknowledged  Not acknowledged  A.D., 18  Not acknowledged  Not acknowledged	that they cial seal, at ve written.
STATE OF MISSOURI.  County of before me personally appeared lo me known to be the person or personally appeared free to be single and unmarried.  STATE OF MISSOURI.  County of lower minutes M. on the lower minutes M. on the lower minutes in this office, and has been recorded in	ons described in and who act and deed and the said in TESTIMONY WHE my office in My term expires ss.	executed the foregoing ins  REOF, I have hereunto set of  IN THE RECORDER'S  Instrument of writing was, a	or trument, and acknowledged further declared ny hand and affixed my office the day and year first about 19 Not OFFICE of O'clock A.D., 19 DC, duly filed official seal at A.U.	that they cial seal, at ve written.  So for record
STATE OF MISSOURI.  County of before me personally appeared lo me known to be the person or personally appeared free to be single and unmarried.  STATE OF MISSOURI.  County of lower minutes M. on the lower minutes M. on the lower minutes in this office, and has been recorded in	ons described in and who a act and deed and the sale in TESTIMONY WHE my office in My term expires	executed the foregoing ins  REOF, I have hereunto set of  IN THE RECORDER'S  Instrument of writing was, a	or trument, and acknowledged further declared ny hand and affixed my office the day and year first about 19 Not OFFICE of O'clock A.D., 19 DC, duly filed official seal at A.U.	that they cial seal, at ve written.  So for record

Parcel Number: 1308028000000017010

Name: MO FARM LOAN LLC

Mail To Address: PO BOX 86

Mail To City State Zip: BUTLER MO 64730-0086

Situs Address:

Legal Description: PT SE4 NE4 BGN 138' N OF SE/COR (METED)

Deeded Acres: 0.00

COUCH ACICS. U.O.

Book: 1042

Page: 1447

Market Value: \$4,100.00

Ag Appraised: \$0.00

Residential Appraised: \$4,100,00

Commercial Appraised: \$0.00

FCROP Appraised: \$0.00

Total Assessed: \$780.00

Ag Assessed: \$0.00

Residential Assessed: \$780.00

Commercial Assessed: \$0.00

FCROP Assessed: \$0.00

Previous Owner: MISSOURI FARM LOAN COMPANY

Date Acquired: 12-17-2019

Sales Price: Source: O

Last Tax Bill: \$45.67

Last Tax Bill Paided: N

Improvement Info

Parcel Number: 1308028000000017010

Name: MO FARM LOAN LLC

Situs Address: ~
Deeded Acres: 0.00



Recorded in Bates County, Missouri

Recording Date/Time: 12/17/2019 at 03:24:43 PM

Book: 1042

Page: 1447

Inetr #: 201902551

Pages: 4

Fee: \$33.00 S 20190001615



#### WARRANTY DEED

THIS DEED, made and entered into this 17th day of December, 2019, by and between MISSOURI FARM LOAN COMPANY, a Missouri corporation, **Grantor**, and MO FARM LOAN, LLC, **Grantee**. Grantee's mailing address is 16 North Delaware Street, Butler, Missouri 64730.

WITNESSETH, That the said Grantor, for and in consideration of the sum of Ten Dollars and Other Valuable Considerations paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said Grantee the following described real estate, to-wit:

Tract 1: That part of the Southeast Quarter of the Northeast Quarter of Section 28, Township 40 North, Range 31 West of the 5th Principal Meridian in Bates County, Missouri, described as follows: Commencing at the Southeast corner of said Quarter Quarter Section; thence on an assumed bearing of North along the East line of said Quarter Quarter a distance of 138.00 feet to the point of beginning of the land to be described; thence continuing on North a distance of 159.50 feet; thence South 89 degrees 52 minutes 00 seconds West a distance of 90.00 feet; thence South 20 degrees 31 minutes 00 seconds West a distance of 170.08 feet; thence on a bearing of East a distance of 149.61 feet to the point of beginning. Subject to easement for public road off the East and subject to all easements of record.

Tract 2: The South 1 feet of the following described tract of land, to-wit: All of a tract bounded and described as follows: Beginning at a point 298.78 feet East and 665 feet North of the Southwest corner of the Northeast Quarter of the Southeast Quarter of Section 22, in Township 40, of Range 31, and running thence North 143.5 feet, thence East 140.78 feet, more or less to the West line of Conklin and Wells Addition to Butler, thence South 143.5 feet, thence West 140.78 feet, more or less to the point of beginning, exception 23.40 feet, more or less, off the North side of said tract being part of Vine Street, all in the City of Butler, Bates County, Missouri.

Tract 3: All of Lot 14 and all of Lot 13, except the West 5 feet thereof, in Block 1, of Wyatt's Addition to the City of Butler, Bates County, Missouri. ALSO, beginning 5 feet East of the Northwest corner of Lot 13, Block 1, Wyatt's Addition, running thence South 75 feet, thence East 15 feet, thence North 75 feet, thence West 15 feet to the point of beginning.

Tract 4: All of a tract bounded and described as follows: Beginning at a point on the Westerly right-of-way line of Old U.S. Highway 71 (also known as Business Route 71) where the same is intersected by a line running East and West 15 rods North of the South line of the North Half of the Southwest Quarter of Section 22, Township 40, Range 31, thence running Northeasterly, along

Parcel Number: 1308027000000031000

TARANTO, MICHAEL P & ELIZABETH

Mail To Address: 1399 NE KELLY DR

Mail To City State Zip: BUTLER MO 64730-4531

No Situs Address Situs Address:

LOT 7 EVERGREEN ADD^& N 200' OF S 682.8' OF LOT 14 & N200' OF S 682.8' OF W 50' I Legal Description:

Deeded Acres: 0.00

Book: 0804 Page: 0099

Market Value: \$152,300.00

Ag Appraised: \$0.00

Residential Appraised: \$152,300.00

Commercial Appraised: \$0.00 FCROP Appraised: \$0.00

Total Assessed: \$28,940.00

Ag Assessed: \$0.00

Residential Assessed: \$28,940.00

Commercial Assessed: \$0.00 FCROP Assessed: \$0.00

Previous Owner:

Date Acquired: 10-31-2003

Sales Price: Source: Q

Last Tax Bill: \$1,694.76 Last Tax Bill Paided: N

Improvement Info

Structure: Residential

Year Built: 1983

Base Area: 1597

Adjusted Area: 3019

H/D+ Class:

Rooms: 5ýý

Bedrooms: 2ýý

Condition: 77

Improvement Value: \$132,300

AG Value:

\$0

Residential Value:

\$132,300

Commercial Value: \$0

Parcel Number: 1308027000000031000

Name: TARANTO, MICHAEL P & ELIZABETH

Situs Address: No Situs Address

Deeded Acres: 0.00



FILE RECORD
ENTERED BOOK NO. 804 PAGE 99
COMPARED\_\_\_\_INDEX\_5/L
MC: P
C: R
2
27



STATE OF MISSOURI County of Bates S IN THE RECORDERS OFFICE Lucille Mundey, Recorder of said county, does hereby certify that the within instrument of writing was on the 31 day of CHOCK A.D. 20 03 duly filed for record in this office at o'clock 48 minutes Mand is recorded in the records of this office in Book 804 on Page 49 In Witness Whereof, I have hereunto set my hand and affixed my official seal at office in Butter, Missouri this 34 day of CHOCK A.D. 20 103

#### WARRANTY DEED

THIS DEED, made and entered into this 31st day of October, 2003, by and between KEVIN UMSTATTD and KRISTY A. UMSTATTD, husband and wife, Grantors, and MICHAEL P. TARANTO and ELIZABETH TARANTO, husband and wife, Grantees. Grantees' mailing address is 108 Kelly Drive, Butler, Missouri 64730.

WITNESSETH, That the said Grantors, for and in consideration of the sum of Ten Dollars and Other Valuable Considerations paid by the said Grantees, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said Grantees the following described real estate situate in the County of Bates, in the State of Missouri, to-wit:

All of Lot 7 of Evergreen Estates, a subdivision of Bates County, Missouri, as shown in Plat shown in Bates County Recorder of Deeds, Plat Book 4, Page 11.

TO HAVE AND TO HOLD the same together with all the rights, immunities, privileges and appurtenances to the same belonging unto the said Grantees and to their heirs and assigns, forever; the said Grantors hereby covenanting that said premises are free and clear of any incumbrances and that said Grantors and the heirs, executors, and administrators of such Grantors shall and will warrant and defend the title to the premises, unto the said Grantees, and to the heirs and assigns of such parties forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands the day and year first above written.

1/-, 11

KRIST A. UNSTATTD

STATE OF MISSOURI) )ss COUNTY OF BATES )

On this 31st day of October, 2003, before me personally appeared KEVIN UMSTATTD and KRISTY A. UMSTATTD, husband and wife, to me known to be the persons who executed the foregoing Warranty Deed and acknowledged to me that they executed the same as their free act and deed.

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PAGE 99

Page 1 of 1

Parcel Number: 1308027000000025000

Name: MULLINS, MELODY & DANIEL BRENT

Mail To Address: 2 CIR DR

Mail To City State Zip: BUTLER MO 64730-9467

Situs Address: No Situs Address

Legal Description: LOT 4 EVERGREEN ADDN^

Deeded Acres: 0.00

Book: 1003 Page: 0141

Market Value: \$135,700.00

Ag Appraised: \$0.00

Residential Appraised: \$135,700.00

Commercial Appraised: \$0.00

FCROP Appraised: \$0.00

Total Assessed: \$25,780.00

Ag Assessed: \$0.00

Residential Assessed: \$25,780.00

Commercial Assessed: \$0.00

FCROP Assessed: \$0.00

Previous Owner: SCHOWENGERDT, MELODY & MULLINS

Date Acquired: 07-22-2016

Sales Price: Source: O

Last Tax Bill: \$1,509.70 Last Tax Bill Paided: N

Improvement Info

Structure: Residential Improvement Value: \$126,350

Year Built: 1988 AG Value: \$0

Base Area: 1667 Residential Value: \$126,350

Adjusted Area: 2808 Commercial Value: \$0

Class: H/D+
Rooms: 8ýý
Bedrooms: 4ýý
Condition: 83

Parcel Number: 130802700000025000

Name: MULLINS, MELODY & DANIEL BRENT

Situs Address: No Situs Address

Deeded Acres: 0.00



FILE RECORD

ENTERED BOOK NO. 1003 PAGE 141

COMPARED INDEX M 17

MCNABB, PURSLEY & ASSOCIATES 1 NORTH MAIN BUTLER, MO 64730 SEAL Beceip

STATE OF MISSOURI BATES COUNTY, SS LUCILLE MUNDEY, RECORDER OF DEEDS Book: 1003 Page: 141

Receipt \*: 93540 Pages Recorded: 2 Recording Fee: \$27.00

Date Recorded: 7/22/2016 10:48:00 AM

Ctr an

#### WARRANTY DEED

WITNESSETH, That the said Grantors, for and in consideration of the sum of Ten Dollars and Other Valuable Considerations paid by the said Grantees, the receipt of which is hereby acknowledged, does by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said Grantees, the following described real estate, to-wit:

All of Lot 4 in Evergreen, a Subdivision in Bates County, Missouri. Subject to easements, reservations, and restrictions of record.

Grantors warrant that MELODY MULLINS and MELODY SCHOWENGERDT are one and the same person.

TO HAVE AND TO HOLD the same together with all the rights, immunities, privileges and appurtenances to the same belonging unto the said Grantees and to their heirs and assigns, forever; the said Grantors hereby covenanting that said premises are free and clear of any incumbrances and that said Grantors and the heirs, executors, and administrators of such Grantors shall and will warrant and defend the title to the premises, unto the said Grantees, and to the heirs and assigns of such parties forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantors has hereunto set their hand the day and year first above written.

DANIEL BRENT MULLINS

Book: 1003 Page: 141 WD

Parcel Number: 1308027000000032000

HEDRICK, CHANCE PAGE & SHANYA-

Mail To Address: 207 N LYON ST

Mail To City State Zip: BUTLER MO 64730-2184

Situs Address:

No Situs Address

Legal Description:

LOT 8 EVERGREEN ADDN^AND COMM AT SE COR LOT 12 TH N 330.30' FOR TRUE PO

Improvement Value: \$107,670

\$0

\$107,670

AG Value:

Residential Value:

Commercial Value: \$0

Deeded Acres: 1.29

Book: 1011

Page: 0120

Market Value: \$115,600.00

Ag Appraised: \$0.00

Residential Appraised: \$115,600.00

Commercial Appraised: \$0.00

FCROP Appraised: \$0.00

Total Assessed: \$21,960.00

Ag Assessed: \$0.00

Residential Assessed: \$21,960.00

Commercial Assessed: \$0.00

FCROP Assessed: \$0,00

Previous Owner: WELLS FARGO BANK NA

Date Acquired: 03-07-2017

Sales Price: Source: O

Last Tax Bill: \$1,286.00

Last Tax Bill Paided: N

improvement info

Structure: Residential

Year Built: 1984

Base Area: 1506

Adjusted Area: 2201

Class:

H/D+

Rooms:

007

Bedrooms: 003

Condition: 87

Parcel Number: 130802700000032000
Name: VERMILLION, WAYNE & JENNY

Situs Address: No Situs Address

Deeded Acres: 1.29



Recorded in Bates County, Missourl

Recording Date/Time: 01/03/2022 at 02:28:58 PM

Book: 1046 Page: 646

Instr#: 202200020

Pages: 2

Fee: \$27,00 S

Electronically Recorded



Danyelle Baker Recorder of Deeds

#### WARRANTY DEED

THIS DEED, made and entered into this 3rd day of January, 2022, by and between CHANCE PAGE HEDRICK and SHANYA-MARIE ZOYA HEDRICK, husband and wife, Grantors, and WAYNE VERMILLION and JENNY VERMILLION, husband and wife, Grantees' mailing address is P. O. Box 196, Butler, Missouri 64730.

WITNESSETH, That the said Grantors, for and in consideration of the sum of Ten Dollars and Other Valuable Considerations paid by the said Grantees, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said Grantees the following described real estate, to-wit:

#### Tract 1

All of Lot 8, Evergreen Estates, a Subdivision in the City of Butler, Bates County, Missouri.

#### Tract 2

That part of the Southwest Quarter of Section 27, Township 40 North, Range 31 West of the 5th Principal Meridian in Bates County, Missouri, described as follows: Commencing at the Southeast corner of Lot 12 in Evergreen, a subdivision in said Bates County, Missouri; thence on an Evergreen Subdivision Plat bearing of North 06 degrees 25 minutes 00 seconds West along the East line of said Evergreen Subdivision a distance of 330.30 feet to the Southeast corner of Lot 8 in said Evergreen Subdivision for the true point of beginning of the land to be described; thence continuing North 06 degrees 25 minutes 00 seconds West along the East line of said Evergreen Subdivision. 152.50 feet to the Southeast corner of Lot 7 in said Evergreen Subdivision thence North 83 degrees 56 minutes 00 seconds East a distance of 194.80 feet; thence South 06 degrees 25 minutes 00 seconds East a distance of 152.50 feet; thence South 83 degrees 56 minutes 00 seconds West a distance of 194.80 feet to the true point of beginning (otherwise described as the North 152.50 feet of the South 482.80 feet of Lot 14 of Evergreen and the North 152.50 feet of the South 482.50 feet of the West 50 feet of the East 494.00 feet of the Northwest Quarter of said Southwest Quarter).

Together with the right to share in the use of mutual non-exclusive easement for ingress and egress as recorded in Book 804 at Page 102 and Book 914 at page 193, in the Office of Recorder of Deeds of Bates County, Missouri.

Except and Subject to easements, restrictions and assessments of record, and all the taxes and assessments that may be levied, imposed or become payable hereafter.

Parcel Number: 1308027000000020000

Name: BARTH, SHANNON BD

Mail To Address: 1461 NE KELLY DR

Mail To City State Zip: BUTLER MO 64730-4532

Situs Address: No Situs Address

Legal Description: ALL LOT 6 LYING S & E KELLY DRIVE EVERGREEN ADD^

Deeded Acres: 0.00

Book: 1005 Page: 189ü

Market Value: \$101,200.00

Ag Appraised: \$0.00

Residential Appraised: \$101,200.00

Commercial Appraised: \$0.00

FCROP Appraised: \$0.00

Total Assessed: \$19,230.00

Ag Assessed: \$0.00

Residential Assessed: \$19,230.00

Commercial Assessed: \$0.00

FCROP Assessed: \$0.00

Previous Owner: TOWNLEY, CURTIS & PENNY

Date Acquired: 09-23-2016

Sales Price: Source: O

Last Tax Bill: \$1,126.12 Last Tax Bill Paided: N

Improvement Info

Structure: Residential

Year Built: 1978

Base Area: 1179

Adjusted Area: 2028

Class: H/D Rooms: 7ýý

Bedrooms: 3ýý

Condition: 83

Improvement Value: \$90,370

AG Value:

\$0

Residential Value:

\$90,370

Commercial Value: \$0

Parcel Number: 1308027000000020000

Situs Address:

BARTH, SHANNON BD ess: No Situs Address

Deeded Acres: 0.00



### FILE RECORD

ENTERED BOOK NO. 1005 PAGE 189 COMPARED\_\_\_\_\_\_INDEX M / L

MCNABB, PURSLEY & ASSOCIATES 1 NORTH MAIN BUTLER, MO 64730 SEAL COUNTY

STATE OF MISSOURI, BATES COUNTY, SS LUCILLE MUNDEY, RECORDER OF DEEDS Book: 1005 Page: 189

ecelpt 4: 84323

Recording Fee: \$27.00 Swall Wardey

Date Recorded: 9/23/2016 1:51:00 PM

27#19762

### WARRANTY DEED

THIS DEED, made and entered into this 23rd day of September, 2016, by and between CURTIS TOWNLEY and PENNY TOWNLEY, husband and wife, Grantors, and SHANNON BARTH, Grantee. Grantee's mailing address is 805 Gregory Boulevard, Butler, Missouri 64730.

WITNESSETH, That the said Grantors, for and in consideration of the sum of Ten Dollars and Other Valuable Considerations paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said Grantee the following described real estate, to-wit:

All of a tract bounded and described as follows: Beginning at the Northwest corner of the Northwest Quarter of the Southwest Quarter, and running thence North 83 degrees 56 minutes East, and along the North line of Quarter Quarter Section, a distance of 681.2 feet, thence South 6 degrees 25 minutes East a distance of 107.6 feet to the true point of beginning, thence running South 6 degrees 25 minutes East a distance of 320.8 feet, thence South 83 degrees 56 minutes West a distance of 132.5 feet, thence North 3 degrees 45 minutes East a distance of 325.9 feet, thence North 83 degrees 56 minutes East a distance of 75.9 feet to the point of beginning, all of the above tract being in Section 27, in Township 40 of Range 31. Otherwise known and described as Lot Six (6) of Evergreen Subdivision in Bates County, Missouri as shown by Plat Book 4, Page 11, Bates County Recorder's Office, Subject to covenants, conditions, restrictions and easements of record.

TO HAVE AND TO HOLD the same together with all the rights, immunities, privileges and appurtenances to the same belonging unto the said Grantee and to her heirs and assigns, forever; the said Grantors hereby covenanting that said premises are free and clear of any incumbrances and that said Grantors and the heirs, executors, and administrators of such Grantors shall and will warrant and defend the title to the premises, unto the said Grantee, and to the heirs and assigns of such party forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands the day and year first above written.

CURTIS TOWNLEY

PENNY TOWNLEY

Parcel Number: 1308027000000026000

LOOMIS, JAMES A & MARY C Name:

Mail To Address: 8103 HASKINS ST

Mail To City State Zip: LENEXA KS 66215-2536

Situs Address: No Situs Address

Legal Description: LOT 16 EVERGREEN ADD.^

Deeded Acres: 0.00

Book: 1042 Page: 1342

Market Value: \$141,400.00

Ag Appraised: \$0.00

Residential Appraised: \$141,400.00

Commercial Appraised: \$0.00

Total Assessed: \$26,870.00

FCROP Appraised: \$0.00

Ag Assessed: \$0.00

Residential Assessed: \$26,870.00

Commercial Assessed: \$0.00

FCROP Assessed: \$0.00

Previous Owner: MILLER, STEPHEN L & TALIA M

Date Acquired: 12-03-2019

Sales Price: Source: O

Last Tax Bill: \$1,573.53

Last Tax Bill Paided: N

Improvement info

Structure: Residential

Year Built: 1980

Base Area: 2179

Adjusted Area: 3249

Class: H/D+

Rooms: 6vý

Bedrooms: 3ýý

Condition: 74

Data contained within this web site was created from record research provided by the county and/or city. Bates County, Missouri does not guarantee any accuracies to the data or attribute information displayed, queried, or printed from this web site. This web site is only intended for informational purposes.

22a

Improvement Value: \$126,620

AG Value: \$0

\$126,620 Residential Value:

Commercial Value: \$0

Parcel Number: 130802700000026000 Name: LOOMIS, JAMES A & MARY C

Situs Address: No Situs Address

Deeded Acres: 0.00



Recorded in Bates County, Missouri

Recording Date/Time: 12/03/2019 at 02:30:42 PM

Book: 1042

Page: 1342

Insir #: 201902446

Pages: 2

Fee: \$27.00 S 20190001496



#### WARRANTY DEED

THIS DEED, made and entered into this 3rd day of December, 2019, by and between STEPHEN L. MILLER and TALIA M. MILLER, husband and wife, Grantors, and JAMES A. LOOMIS and MARY C. LOOMIS, husband and wife, Grantees. Grantees' mailing address is 8103 Haskins Street, Lenexa, Kansas 66215.

WITNESSETH, That the said Grantors, for and in consideration of the sum of Ten Dollars and Other Valuable Considerations paid by the said Grantees, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said Grantees the following described real estate, to-wit:

TRACT I: Lot 16, Evergreen, a subdivision in Butler, Bates County, Missouri. Subject to restrictions, reservations, and easements of record, if any.

TRACT II: All of Lot 5, in Evergreen Estates, a subdivision of Bates County, Missouri, as shown in Plat Book 4, Page 11 in Deed Records of Bates County, Missouri. EXCEPT a tract described as follows: Commencing at the Northeast corner of Lot 1 for the point of beginning of the land to be described; thence on a plat bearing of North 83 degrees 56 minutes 00 seconds East a distance of 75.00 feet; thence South 06 degrees 25 minutes 00 seconds East a distance of 125.00 feet; thence South 50 degrees 08 minutes 06 seconds West a distance of 89.88 feet to the Southwest corner of said Lot 1; thence North 06 degrees 25 minutes 00 seconds West a distance of 175.00 feet to the point of beginning.

TO HAVE AND TO HOLD the same together with all the rights, immunities, privileges and appurtenances to the same belonging unto the said Grantees and to their heirs and assigns, forever; the said Grantors hereby covenanting that said premises are free and clear of any incumbrances and that said Grantors and the heirs, executors, and administrators of such Grantors shall and will warrant and defend the title to the premises, unto the said Grantees, and to the heirs and assigns of such parties forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands the day and year first above

written.

TATIANA

Book: 1042 Page: 1342 WD

Parcel Number: 130802700000021000
Name: LOOMIS, JAMES A & MARY C

Mail To Address: 70 NE CEDAR DR

Mail To City State Zip: BUTLER MO 64730-2222

Situs Address: No Situs Address

Legal Description: ALL LOT 5 & PT LOT 6 LYING W KELLY DRIVE EVERGREEN ADD^EXC PART OF LO

Deeded Acres: 2,60

Book: 1042 Page: 1342

Market Value: \$4,700,00 Ag Appraised: \$0.00

Residential Appraised: \$4,700.00 Commercial Appraised: \$0.00

FCROP Appraised: \$0,00 Total Assessed: \$890,00

Ag Assessed: \$0.00

Residential Assessed: \$890.00 Commercial Assessed: \$0.00 FCROP Assessed: \$0.00

Previous Owner: MILLER, STEPHEN L & TALIA M

Date Acquired: 12-03-2019

Sales Price: Source: O

Last Tax Bill: \$52,13

Last Tax Bill Paided: Y

Improvement Info

Parcel Number: 1308027000000021000



Recorded in Bates County, Missouri

Recording Date/Time: 12/03/2019 at 02:30:42 PM

Book: 1042

Page: 1342

insir #: 201902446

Pages: 2

Fee: \$27.00 S 20190001496



#### WARRANTY DEED

THIS DEED, made and entered into this 3rd day of December, 2019, by and between STEPHEN L. MILLER and TALIA M. MILLER, husband and wife, Grantors, and JAMES A. LOOMIS and MARY C. LOOMIS, husband and wife, Grantees. Grantees' mailing address is 8103 Haskins Street, Lenexa, Kansas 66215.

WITNESSETH, That the said Grantors, for and in consideration of the sum of Ten Dollars and Other Valuable Considerations paid by the said Grantees, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said Grantees the following described real estate, to-wit:

TRACT I: Lot 16, Evergreen, a subdivision in Butler, Bates County, Missouri. Subject to restrictions, reservations, and easements of record, if any.

TRACT II: All of Lot 5, in Evergreen Estates, a subdivision of Bates County, Missouri, as shown in Plat Book 4, Page 11 in Deed Records of Bates County, Missouri. EXCEPT a tract described as follows: Commencing at the Northeast corner of Lot 1 for the point of beginning of the land to be described; thence on a plat bearing of North 83 degrees 56 minutes 00 seconds East a distance of 75.00 feet; thence South 06 degrees 25 minutes 00 seconds East a distance of 125.00 feet; thence South 50 degrees 08 minutes 06 seconds West a distance of 89.88 feet to the Southwest corner of said Lot 1; thence North 06 degrees 25 minutes 00 seconds West a distance of 175.00 feet to the point of beginning.

TO HAVE AND TO HOLD the same together with all the rights, immunities, privileges and appurtenances to the same belonging unto the said Grantees and to their heirs and assigns, forever; the said Grantors hereby covenanting that said premises are free and clear of any incumbrances and that said Grantors and the heirs, executors, and administrators of such Grantors shall and will warrant and defend the title to the premises, unto the said Grantees, and to the heirs and assigns of such parties forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands the day and year first above written.

Shiphy

TALIAMANTIES

Parcel Number: 1308027000000024000 COCHRAN, MATT P & KAREN L Name:

Mail To Address: 48 NE INCH CIR

Mail To City State Zip: BUTLER MO 64730-4530

Situs Address: No Situs Address

LOT 3 EVERGREEN ADD^ Legal Description:

Deeded Acres: 0.00

Book: 0720 Page: 0046

Market Value: \$82,600.00

Ag Appraised: \$0.00

Residential Appraised: \$82,600.00

Commercial Appraised: \$0.00

FCROP Appraised: \$0.00

Total Assessed: \$15,690.00

Ag Assessed: \$0.00

Residential Assessed: \$15,690.00

Commercial Assessed: \$0.00

FCROP Assessed: \$0.00

Previous Owner: CANTRELL, TERESA L

Date Acquired: 05-24-1999

Sales Price: Source: O

Last Tax Bill: \$918.83 Last Tax Bill Paided: N

#### Improvement Info

Structure: Residential

Year Built: 1985

Base Area: 1320

Adjusted Area: 1633

Class:

H/D

Rooms:

6ýý

Bedrooms: 3ýý

Condition: 88

Improvement Value: \$72,760

AG Value:

\$0

Residential Value:

\$72,760

Commercial Value: \$0

Parcel Number: 130802700000024000
Name: COCHRAN, MATT P & KAREN L

Situs Address: No Situs Address

Deeded Acres: 0.00



# **GENERAL WARRANTY DEED (Individual)**

This Deed, Made and entered into this 24th day of May, 1999, by and between Teresa L. Cantrell, A Single Woman of the County of Bates, State of Missouri, party or parties of the first part, and Matt P. Cochran and Karen L. Cochran, Hutband and Wife of the County of Henry, State of Missouri party or parties of the second part.

Grantees Mailing Address: Rt 4 Bal 486, Bulle 4Mp 64730

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Bates and State of Missouri, to-wit:

All of Lot 3 of Evergreen, a subdivision in Bates County, Missouri, as shown in plat, recorded in Plat Book 4, Page 11, Beed Records of Bates County, Missouri, EXCEPT for ensements of record.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever.

The said party or parties of the first part hereby covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 1999 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

Teresa L. Cantrell

\_(SEAL)

STATE OF MISSOURI

County of Bates

ss. On this 24th day of May, 1999.

before me personally appeared Teresa L. Cantrell, a single person to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Grantor herein, Teresa L. Cantrell further declares herself to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in Butler the County and State aforesaid, the day and year first above written.

terin expires: January 23, 2003

908 Valor Form 50001MO Flay, 05/06/94

BOOK 720

PAGE 46

## **EXHIBIT 5**

The following is a property report, map, and deed for the property, located outside of the City's corporate boundaries and within the Cooperative's service territory that the City is representing and warranting that Cooperative shall continue to be the electric supplier of regardless of whether the City annexes it in the future.

Parcel Number: 1306013000000004000

Name:

CASKEY, DORENDA K BD

Mail To Address: PO BOX 45

Mail To City State Zip: BUTLER MO 64730-0045

Situs Address:

No Situs Address

Legal Description:

W 1/2 SW 1/4 (EXC TR BGN 30' E OF SW COR) & S 1/2 SW 1/4 NW 1/4(EXC N^208.7' W 4

Deeded Acres: 78.00

Book: 1011

Page: 0180

Market Value: \$13,100.00

Ag Appraised: \$13,100.00

Residential Appraised: \$0.00

Commercial Appraised: \$0.00

FCROP Appraised: \$0.00

Total Assessed: \$1,570.00

Ag Assessed: \$1,570.00

Residential Assessed: \$0.00

Commercial Assessed: \$0.00

FCROP Assessed: \$0.00

Previous Owner: CASKEY, DORENDA K

Date Acquired: 03-14-2017

Sales Price:

Source: O

Last Tax Bill: \$91.95

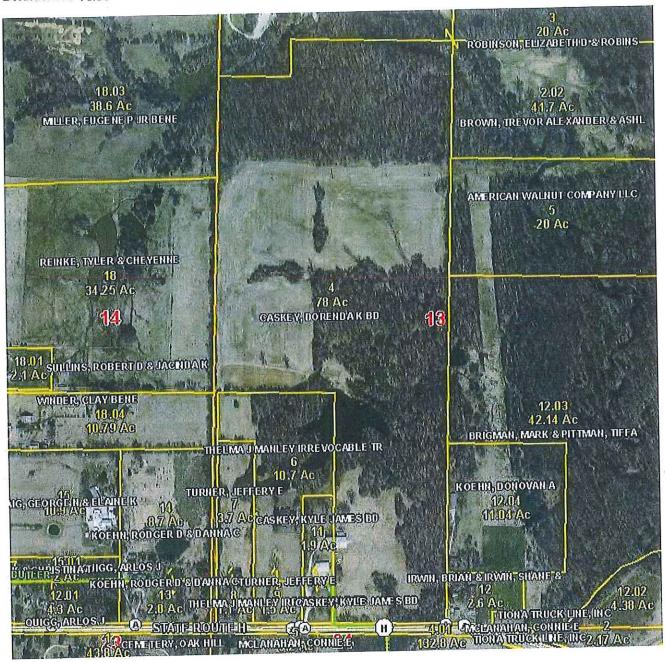
Last Tax Bill Paided: Y

Improvement Info

Parcel Number: 1306013000000004000

Name: CASKEY, DORENDA K BD Situs Address: No Situs Address

Deeded Acres: 78.00



## **FILE RECORD**

ENTERED DOOK NO 1011 PAGE 180

COMPARED INDEX 7/L

CASKEY EDUCATIONAL & PARALEGAL SERVICE 8 N DELAWARE P.O. BOX 405 BUTLER, MO 64730

2 #1117

STATE OF MISSOURI BATES COUNTY SS LUCILLE MUNDEY, RECORDER OF DEEDS Book: 1011 Page: 180

Receipt #; 96263

Recording Fee: \$27.00 Sucally Wardey

Date Recorded: 3/14/2017 2:57:00 PM

#### BENEFICIARY DEED

THIS DEED, made this 14 day of March, 2017, wherein OWNER-GRANTOR, DORENDA K. CASKEY a/k/a KAY CASKEY, a single person of PO Box 45, Butler, Missouri 64730, without consideration does by these presents GRANT AND ASSIGN, CONVEY AND CONFIRM unto GRANTEE BENEFICIARY named as follows:

Kyle J. Caskey, and his lineal descendants per stirpes.

the following described real estate, situated in the County of Bates, State of Missouri, to-wit:

The South 15 2/3 feet of the North 21 feet of the South 1/3 of Lot 3 in Block 10 in the Original Town of Butler, Missouri.

A tract of land described as beginning at a point 19 feet 8 inches North of the Southeast corner of Lot Three (3), Block Ten (10), in the Original Town of Butler, running thence North 15 feet 8 inches, thence West 100 feet to an alley in the rear of said Block, thence South 15 feet 8 inches, thence East to the point of beginning, all in the City of Butler, Missouri.

Three (3) feet off the South side of Lot One (1) and Twenty (20) feet off the North side of Lot Two (2) all in Block Ten (10) of the Original Town, now City of Butler, Missouri.

The South 100 feet of the West 60 feet of Lot 6, Block 2, Montgomery's 3<sup>rd</sup> Addition to the City of Butler, Missouri.

The West Half of the Southwest Quarter, except a tract bounded and described as follows: Beginning 30 feet East of the Southwest corner of the said West Half of the Southwest Quarter, and running thence North 1320 feet, thence East 660 feet, thence South 1320 feet, thence West 660 feet to the point of beginning.

Also, the South Half of the Southwest Quarter of the Northwest Quarter except therefrom a tract bounded and described as follows: Beginning at the Northwest corner of the said South Half of the Southwest Quarter of the Northwest Quarter and running thence East 417.4 feet, thence South 208.7 feet, thence West 417.4 feet, thence North 208.7 feet to the place of beginning, all of the above described land being in Section 13, Township 40 of Range 31.

My undivided one-half interest to: The Northeast Quarter of the Southwest Quarter and 31 acres off the South side of the Southeast Quarter of the Northwest Quarter of Section 31, Township 40, Range 31, Except a strip containing ½ acre lying along the South side of the cemetery, said strip being in the Northwest corner of said 31 acres; also 4 acres lying East and adjoining the cemetery and being in the Northeast corner of the Southeast Quarter of the Northwest Quarter of Section 31 Township 40, Range 31.

Dorenda K. Caskey was continuously married to Harold L. Caskey until his date of death on October 1, 2015, having never been divorced.

# APPENDIX B

# ADDENDUM NO. 1 TO THE TERRITORIAL AGREEMENT

Between

THE CITY OF BUTLER, MISSOURI

And

OSAGE VALLEY ELECTRIC COOPERATIVE, INC.

#### ADDENDUM NO. 1 TO THE TERRITORIAL AGREEMENT

This Addendum No. 1 to the Territorial Agreement ("Addendum") is made andentered into as of the 2<sup>nd</sup> day of July 2024, by and between THE CITY OF BUTLER, MISSOURI, (hereinafter "City") and OSAGE VALLEY ELECTRIC COOPERATIVE, INC. (hereinafter "Cooperative").

#### WITNESSETH:

WHEREAS, City and Cooperative are authorized by law to provide electric service within certain areas of Missouri, including portions of Bates County; and

WHEREAS, Section 394.312, RSMo., provides that competition to provide retail electrical service as between rural electric cooperatives such as Cooperative and municipalities such as City may be displaced by written territorial agreements; and

WHEREAS, City and Cooperative entered into a Territorial Agreement dated September 9, 2022, involving the provision of retail electric service to customers within certain tracts in Bates County, Missouri (hereinafter, the "Territorial Agreement"); and

WHEREAS, the provisions of the Territorial Agreement authorize City and Cooperative to subsequently agree in writing to amendments to the agreement subject to the approval of the Missouri Public Service Commission ("Commission"); and

WHEREAS, the provisions of the Territorial Agreement are incorporated by reference within this Addendum; and

WHEREAS, this Addendum does not require any customer of either City or Cooperative to change its supplier;

NOW, THEREFORE, City and Cooperative, in consideration of the mutual covenants and agreements contained herein, the adequacy and sufficiency of which are hereby acknowledged, agree as follows:

- 1. **Definitions.** Unless otherwise defined in this Addendum, capitalized terms shallhave the same meaning as ascribed to them in the Territorial Agreement.
- Effective Date Effective date of this Addendum shall be the effective date of the order issued by the Commission pursuant to Section 394.312 RSMo. approving this Addendum.
- 3. Structures to Be Served- The only New Structures to be served under this Addendum are those to be constructed or erected within and upon the Parcels listed in Exhibit A, attached hereto. The Parcels are located within the City's service territory.
- 4. Party to Serve Structures- From and after the Effective Date, Cooperative shall serve the Parcels and structures constructed or erected within and upon said Parcels and property shall be added to Cooperative's Exclusive Service Area by Exhibit A to this Addendum. The Addendum will have no effect whatsoever upon electric service by City or Cooperative to any Structure other than those constructed or erected within and upon the Parcels.
- 5. Justification for Addendum- This Addendum will promote efficiencies in providing services to the City of Butler as it requires no duplication of electric service facilities as the Cooperative presently has facilities located on the parcels from which it could provide electric service, and the City does not have facilities located in the immediate vicinity of the property from which it could provide electric service. This Addendum and addition of the parcels to the exclusive service area of Cooperative will bring efficiencies and savings to the City of Butler and the landowner. Both parties agree that the Addendum is in the public interest.

# 6. Condition Precedent - Regulatory Approvals -

- with no changes, or those changes which have been expressly agreed to by City and Cooperative. Either party reserves the right to file an application for rehearing or other pleading with the Commission prior to the effective date of a Commission order approving this Addendum if the party objects to the form or content of the Commission's order approving the Addendum. If neither party files such an application for rehearing or other pleading prior to the effective date of the Commission order approving the Addendum, it shall be presumed that the approval is satisfactory in form and content to both parties.
- 6.2 City and Cooperative agree that they shall submit this Addendum to the Commission for its approval and shall submit therewith the verified statements and justification as required by the terms of the Territorial Agreement.
- 6.3 City and Cooperative agree that Cooperative is authorized to commence providing electrical service to the property at any time on a temporary basis, pending approval by the Commission of this Addendum, in accordance with the terms of the Territorial Agreement. Nothing in this provision shall be deemed to limit City's ability to provide electrical service to the property on a permanent basis in the event the Commission disapproves or fails to approve the Addendum.
- 7. Term The term of this Addendum shall be the same as that of the Territorial Agreement to which this Addendum relates. Nothing contained herein shall be construed to terminate this Addendum prior to expiration or termination of the Territorial Agreement, or to extend the provisions hereof beyond expiration or termination of the Territorial Agreement.

- 8. Cooperation City and Cooperative agree to undertake all actions reasonably necessary to implement this Addendum. City and Cooperative will cooperate in presenting a joint application to the Commission demonstrating that this Addendum is in the public interest. Cooperative shall pay any costs assessed by the Commission for seeking administrative approval of this Addendum. All other costs, including but not limited to the attorney's fees of each party, will be borne by the respective party incurring the costs.
- 9. Modifications Neither the provisions regarding service to the Structures described in the Addendum nor any provision of this Addendum shall be modified or repealed except by a signed writing of the parties which is approved by applicable regulatory authorities.
- Survival This Addendum shall inure to the benefit and be binding upon the parties, their respective successors, and assigns.
- 11. Lack of Approval or Termination If the Commission or any other regulatory authority having jurisdiction does not approve this Addendum, or if the Condition Precedent is not fulfilled, this Addendum shall be nullified and of no legal effect between the parties, except as to providing authority for any temporary provision of electrical service undertaken by Cooperative during the period in which Commission approval was pending. If this Addendum is terminated pursuant to its terms, it shall thereafter be nullified and of no further legal effect except as may be necessary to govern disputes concerning situations existing prior to such termination. Further, if any part of this Addendum is declared invalid or void by a court or agency of competent jurisdiction, then the parties shall replace such provision as similarly as possible to the provision which was declared invalid or void so as to return each of them, as much as practical, to the status quo prior to the declaration.
- 12. **Termination** This Addendum may be terminated by either party in the manner set forth in the Territorial Agreement for termination of the Territorial Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum on the date first above written.

THE CITY OF BUTLER, MO

Mauro

Attest: Marbelli Hooved

OSAGE VALLEY ELECTRIC

COOPERATIVE, INC.

mial ...

Title: <u>General Manager ICEO</u>

Attest: Osua Rosier

## STATE OF MISSOURI

## OFFICE OF THE PUBLIC SERVICE COMMISSION

I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission, at Jefferson City, Missouri, this 25<sup>th</sup> day of July 2024.

SION OF THE OF T

Nancy Dippell Secretary

# MISSOURI PUBLIC SERVICE COMMISSION July 25, 2024

#### File/Case No. EO-2025-0031

#### **MO PSC Staff**

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## Office of the Public Counsel (OPC)

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#### City of Butler, Missouri

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## **County of Bates, Missouri**

County Commission Clerk 1 N. Delaware Bates County Courthouse Butler, MO 64730 bates@sos.mo.gov

## **Evergy Missouri West**

Legal Department One Kansas City Place, 1200 Main Street P.O. Box 418679 Kansas City, MO 64105 roger.steiner@evergy.com

### **Osage Valley Electric** Cooperative

Megan McCord PO Box 14287 Springfield, MO 65814 mmccord@reclawfirm.com

Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).

Sincerely,

Secretary

Recipients listed above with a valid e-mail address will receive electronic service. Recipients without a valid e-mail address will receive paper service.