

BILL NO. 3009-23

ORDINANCE NO. 2968-23

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK ON BEHALF OF THE CITY OF CAMDENTON TO EXECUTE A QUIT CLAIM DEED TO ALAN KRENZER RELEASING MINERAL AND UTILITY RIGHTS ON A TRACT OF LAND IN THE WEST HALF OF LOT 2 OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 16 WEST IN CAMDEN COUNTY, MISSOURI

WHEREAS, Mr. Alan Krenzer owns a piece of property adjacent to Camdenton Memorial-Lake Regional Airport along State Highway 7; and

WHEREAS, the City of Camdenton has reservations upon his property for oil, gas and mineral rights in and under the surface of land as well as new construction of utilities; and

WHEREAS, the City of Camdenton is willing to release these reservations.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CAMDENTON, MISSOURI, AS FOLLOWS:

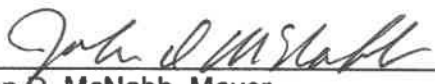
Section 1. That the Mayor and City Clerk on behalf of the City of Camdenton is hereby authorized to execute the Quit Claim Deed to Mr. Alan Krenzer for these stated reservations. A copy of the Quit Claim is attached hereto and made a part of this Ordinance, identified as Exhibit A.

Section 2. This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Section 3. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

Read the first time 19 day of September 2023.

Read the second time and passed and approved by the Board of Aldermen this 19 day September 2023.


John D. McNabb, Mayor

ATTEST:


Renée Kingston, MMC/MPCC
Assistant City Administrator/City Clerk



FILE NO. 15118

ARROW

QUIT CLAIM DEED

This Deed, made and entered into this 19 day of September, 2023, by and between THE CITY OF CAMDENTON, A MUNICIPAL CORPORATION, of the County of Camden, State of Missouri, Grantor, and ALAN J. KRENZER, A MARRIED PERSON of the County of _____ State of Florida, Grantee. The mailing address of the Grantee is 1902 Tabby Way, Mew Smyrna Beach, FL 32168.

WITNESSETH, THAT THE SAID GRANTOR, in consideration of the sum of ONE DOLLAR (\$1.00) & OTHER VALUABLE CONSIDERATION DOLLARS, to him paid by the said GRANTEE (the receipt of which is hereby acknowledged) does by these presents REMISE, RELEASE and FOREVER QUIT CLAIM unto the GRANTEE, his/her heirs, successors and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of Camden and State of Missouri, to-wit:

A tract of land in the West Half of Lot 2 of the Northeast Quarter of Section 4, Township 37 North, Range 16 West, Camden County, Missouri, described as follows: Beginning at the Northwest Quarter of the East Half of Lot 2 of the Northwest Quarter of said Section 4; thence South 79 degrees 25 minutes East, 99.6 feet; thence South 24 degrees 08 minutes West, 83.5 feet; thence South 32 degrees 04 minutes East, 395.0 feet; thence East 310.3 feet; thence North 179.0 feet; thence South 26 degrees 19 minutes East, 668.4 feet; thence North 63 degrees 41 minutes East, 550.0 feet to a point on the Westerly line of a tract as described in Corporation Warranty Deed and recorded in Book 191, Page 952; thence North 26 degrees 19 minutes West along the Westerly line of said tract 163.2 feet to an iron pin at the Northwest corner of said tract; thence South 89 degrees 54 minutes East along the Northerly line of said tract 455.0 feet to the true point of beginning; thence continuing South 89 degrees 54 minutes East, 280.0 feet; thence North 00 degrees 06 minutes East, 440.17 feet to a point on the Southerly right of way of State Highway No. 7; thence North 89 degrees 54 minutes 27 seconds West along said Southerly right of way line 280.0 feet; thence leaving said Southerly right of way South 00 degrees 06 minutes West 440.13 feet to the true point of beginning.

The purpose of this quit claim deed is to release the above described property from the following reservations as stated in Warranty Deed Book 289, page 313, Camden County Recorder's Office:

Grantor hereby releases and relinquishes to Grantee its reservation of all of the oil, gas and minerals in and under the surface of said land, including the right of ingress and egress to enter upon the premises and use so much of the surface thereof, as may be reasonably necessary for operation, drilling and marketing the production therefrom. Paragraph b. as stated in Warranty Deed Book 289, page 313, is hereby void.

Grantor hereby releases and relinquishes to Grantee its reservation of right to enter upon the premises at all reasonable times for the purpose of maintaining, operating, constructing, repairing, replacing and reconstructing any new public utility lines, wires, pipes, poles, towers, ditches and drains not existing as of date of this instrument. This release does not limit right for the purpose of maintaining, operating,

constructing, repairing, replacing and reconstructing existing utility lines. Paragraph c. is hereby modified.

Paragraphs d, e, and f remain in full force and effect.

TO HAVE AND TO HOLD THE SAME, with all and singular the rights, privileges, appurtenances and immunities thereto belonging unto the said Grantee and unto his heirs, successors and assigns forever; so that neither the said Grantor nor its successors nor any other person or persons, for it or in its name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid property or any part hereof, but it and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed by its Mayor and attested by its City Clerk, the day and year first above written.

THE CITY OF CAMDENTON

John McNabb
BY: JOHN MCNABB
MAYOR

Renee Kingston
ATTEST: RENEE KINGSTON
CITY CLERK

State of Missouri)
County of Camden)

On this 19 day of September, 2023, before me, a Notary Public in and for said state, personally appeared JOHN MCNABB, MAYOR AND RENEE KINGSTON, CITY CLERK, of THE CITY OF CAMDENTON, A MUNICIPAL CORPORATION OF THE STATE OF MISSOURI, known to me to be the person who executed the within deed, on behalf of said municipality and acknowledged to me that they executed the same for the purposes therein stated.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

Ashleigh Pool
Notary Public Ashleigh Pool

My commission expires: April 11, 2027

ASHLEIGH POOL
Notary Public - Notary Seal
STATE OF MISSOURI
County of Camden
My Commission Expires: Apr. 11, 2027
Commission #23156542

CORPORATION WARRANTY DEED

259 313

THIS INDENTURE, made on the 10th day of September, A.D., One Thousand Nine Hundred and Eighty-Six by and between

THE CITY OF CAMDENTON, a Municipal Corporation

duly organized under the laws of the State of Missouri, of the County of Camden, State of Missouri, party of the first part, and

RICHARD A. HOWERTON, INC.

of the County of Cole, State of Missouri, party of the second part. (Mailing address of said first named grantee is

Jefferson City, MO 65102 PO Box 574

259/313

WITNESSETH: THAT SAID PARTY OF THE FIRST PARTY, in consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATIONS, to it in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents, GRANT BARGAIN AND SELL, CONVEY AND CONFIRM, unto the said party of the second part, its successors and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Camden and State of Missouri, to-wit:

A tract of land in the West Half of Lot 2 of the Northeast Quarter of Section 4, Township 37 North, Range 16 West, Camden County, Missouri, described as follows: Beginning at the Northwest Quarter of the East Half of Lot 2 of the Northwest Quarter of said Section 4; thence South 79 degrees 25 minutes East, 99.6 feet; thence South 24 degrees 08 minutes West, 83.5 feet; thence South 32 degrees 04 minutes East, 395.0 feet; thence East 310.3 feet; thence North 179.0 feet; thence South 26 degrees 19 minutes East, 668.4 feet; thence North 63 degrees 41 minutes East, 550.0 feet to a point on the Westerly line of a tract as described in Corporation Warranty Deed and recorded in Book 191, Page 952; thence North 26 degrees 19 minutes West along the Westerly line of said tract 163.2 feet to an iron pin at the Northwest corner of said tract; thence South 89 degrees 54 minutes East along the Northerly line of said tract 455.0 feet to the true point of beginning; thence continuing South 89 degrees 54 minutes East, 280.0 feet; thence North 00 degrees 06 minutes East, 440.17 feet to a point on the Southerly right of way of State Highway No. 7; thence North 89 degrees 54 minutes 27 seconds West along said Southerly right of way line 280.0 feet; thence leaving said Southerly right of way South 00 degrees 06 minutes West 440.13 feet to the true point of beginning.

Subject to reservations and exceptions as follows:

a. "Failure on the part of the Grantee, its successors and assigns to commence within three years from date and with diligence thereafter to pursue and complete the trucking terminal upon the above described premises and thereafter, should Grantee, its successors and assigns fail to operate and actively use the said plant and land used in connection therewith, title and right of possession, in either event, to said land shall revert to and revert in Grantor, City of Camdenon, Missouri, its successors and assigns, upon demand therefor made in writing at least 60 days prior to date fixed for the reversion of such title, right of possession and other rights transferred or any portion thereof." Should the aforesaid tract be reacquired by the City it shall cause the same to be again included in the overall airport premises and be so depicted on the Airport Layout Plan and the same shall be subject to the obligations of the City under its agreements with the United States of America and the FAA thereto respective.

b. "The Grantor reserves and excepts to itself, its successors and assigns, all of the oil, gas and minerals in and under the surface of said land, including the right of ingress and egress to enter upon said premises and use so much of the surface thereof, as may be reasonably necessary for operation, drilling and marketing the production therefrom."

c. "The Grantor reserves and excepts to itself, its successors and assigns, all public utilities located above, on, and within the hereinabove described premises, together with the full and free right to enter upon said premises at all reasonable times for the purpose of maintaining, operating, constructing, repairing, replacing and reconstructing the presently existing or new public utility lines, wires, pipes, poles, towers, ditches and drains."

d. That the City reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the Camdenon Memorial Airport.

e. That the Grantee expressly agrees for itself, its successors and assigns, to prevent any use of the herein described real property which would interfere with landing or taking off of aircraft at the Cadenton Memorial Airport, or otherwise constitute an airport hazard. This includes but is not limited to such items as congregations of people, electrical and electronic interference with communications equipment; smoke or dust producing devices or operations; glaring or misleading lights that could distract or interfere with a pilot landing or taking off from the airport.

f. That the Grantee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth, and other obstructions to a height of 1097 feet AMSL over the surface of the property herein described.

Subject to all restrictions, reservations, conditions and easements of record and to all existing roads and power lines, whether of record or not.

TO HAVE AND TO HOLD, the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said party of the second part and unto its successors and assigns forever, the said THE CITY OF CADENTON, hereby covenanting that it is lawfully seized 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 THE CITY OF CADENTON, will warrant and defend the title of the said premises unto the said party of the second part and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its Mayor and attested by its City Clerk, and the corporate seal to be hereto attached, the day and year first above written.



THE CITY OF CADENTON

[Signature]
City Clerk

By *[Signature]*
KATHY KELSEY, Mayor

STATE OF MISSOURI)
) SS
COUNTY OF CADEN)

On this 10th day of September, 1986, before me, appeared KATHY KELSEY, to me personally known, who being by me duly sworn, did say that she is Mayor of THE CITY OF CADENTON, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said KATHY KELSEY acknowledged said instrument to be the free act and deed of said corporation.

I, *[Signature]*, Notary Public, do hereby certify that I have hereunto set my hand and affixed my notarial seal at my office in the City of Cadenton, Missouri, the day and year first above written.

My commission expires: 9/11/88 BOOK 289 PAGE 313



County of Cadenton, Missouri, ss.
I, Don Williams, Clerk of the Circuit Court and Ex-Offi.
Recorder of said County do hereby certify that the within instrument
of writing was on the 11 day of Sept A.D.
1986, at 1 o'clock 47 minutes PM duly filed for
record and is now recorded in the records of that office in Book
289 at Page 313 26207
Don Williams
Katie Shrauger

[Handwritten initials]

WARRANTY DEED BY CORPORATION

KNOW ALL MEN BY THESE PRESENTS, That the Richard A. Howerton Properties & Development, Inc.

of the County of Cole in the State of Missouri A CORPORATION

organized and existing under the laws of the State of Missouri, party of the first part, in consideration of

Ten and 00/100 DOLLARS

to be paid by Alan J. Krenzer

Grantees mailing address RR#3 Box 3522 Camden, Mo. 65020

of the County of Camden in the State of Missouri party

of the second part, the receipt of which is hereby acknowledged, and by virtue and in pursuance of a resolution of the

Board of Directors of said party of the first part, does, by these presents, GRANT, BARGAIN, SELL, CONVEY AND

CONFIRM unto the said party of the second part his heirs and assigns, the following

described lots, tracts or parcels of land, lying, being and situate in the County of Camden and State of Missouri, to-wit:

*continued on back

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining unto the said party of the second part, and unto his heirs and assigns forever. The said party of the first part hereby covenanting that it is lawfully seized 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 of any encumbrance done or suffered by it or those under whom it claims, and that it will Warrant and Defend the title of the said premises unto the said party of the second part, and unto his heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the Richard A. Howerton Properties & Development, Inc.

the said party of the first part has caused these presents to be signed by its President

and attested by the Secretary, and its corporate seal to be hereto affixed, this 31st day of

October A. D., 19 96




Richard A. Howerton Properties & Development, Inc.

By Richard A. Howerton President.

Attest: [Signature] Secretary.

A tract of land in the West Half of Lot 2 of the Northeast Quarter of Section 4, Township 37 North, Range 16 West, Camden County, Missouri, described as follows: Beginning at the Northwest Quarter of the East Half of Lot 2 of the Northwest Quarter of said Section 4; thence South 79 degrees 25 minutes East, 99.6 feet; thence South 24 degrees 08 minutes West, 83.5 feet; thence South 32 degrees 04 minutes East, 395.0 feet; thence East 310.3 feet; thence North 179.0 feet; thence South 26 degrees 19 minutes East, 668.4 feet; thence North 63 degrees 41 minutes East, 550.0 feet to a point on the Westerly line of a tract as described in Corporation Warranty Deed and recorded in Book 191, Page 952; thence North 26 degrees 19 minutes West along the Westerly line of said tract 163.2 feet to an iron pin at the Northwest corner of said tract; thence South 89 degrees 54 minutes East along the Northerly line of said tract 455.0 feet to the true point of beginning; thence continuing South 89 degrees 54 minutes East, 280.0 feet; thence North 00 degrees 06 minutes East, 440.17 feet to a point on the Southerly right of way of State Highway No. 7; thence North 89 degrees 54 minutes 27 seconds West along said Southerly right of way line 280.0 feet; thence leaving said Southerly right of way South 00 degrees 06 minutes West 440.13 feet to the true point of beginning.

 Grantor and Grantee agree that the uses of the above described property shall be restricted to those set forth in the "I-1" Light Industrial and "I-2" Industrial Zoning categories in effect for The City of Camdenton as of the date of recording this deed. This restriction shall be enforceable at law or in equity by The City of Camdenton, which party has, in exchange for the imposition of this new restriction, executed and delivered a quitclaim deed releasing the property from the effects of certain reservations and exceptions contained in a prior warranty deed dated September 10, 1986 and recorded September 11, 1986 at Book 289, Page 313, Camden County Recorder's Office. This new restriction shall run with the land and be binding upon Grantee and Grantee's heirs, successors and assigns for a period of 25 years from the date of recording. Nothing herein shall be construed to limit or prohibit such other use restrictions which may be imposed by law or by agreement of the parties affected.

Subject to easements and restrictions of record and subject to rights reserved by The City of Camdenton in warranty deed recorded at Book 289, Page 313, Camden County Recorder's Office.

QUIT-CLAIM DEED
BY CORPORATION

BOOK 043

This Indenture, Made on the 6th day of November A.D.,
Nineteen Hundred and Ninety-Six, by and between The City of Camden, a municipal
corporation

438/748

at the County of Camden and State of Missouri a corporation organized
and existing under the laws of the State of Missouri, party of the first part, and Alan J. Krenzer
RR# 3 Box 3522 Camden, Mo. 65020

of the County of Camden State of Missouri part 2^d of the Second Part:

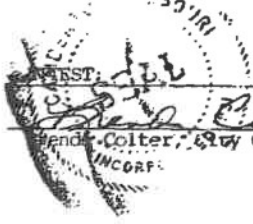
WITNESSETH, That the said Party of the First Part in consideration of the sum of Ten and 00/100
DOLLARS

to it paid by the said part 2^d of the Second Part, the receipt of which is hereby acknowledged, and by virtue
and in pursuance of a resolution of the Board of Directors of said party of the First Part, does by these presents
Remise, Release and forever Quit-Claim unto the said part 2^d of the Second Part, the following described
Camden
Lots, Tracts or Parcels of Land, lying, being and situate in the County of Camden and State of Missouri, to-wit:

(This Deed of Quit-Claim being made in _____ release or satisfaction of _____
certain Deed of _____ day of _____ A.D. _____ recorded
in the Recorder's office with this under the name of _____ of _____ Deed
Book _____ at page _____)

TO HAVE AND TO HOLD the same, with all the rights, immunities, privileges and appurtenances thereto belong-
ing unto the said part 2^d of the Second Part, and his heirs and assigns, FOREVER, so that
neither the said party of the First Part nor its successors or assigns, nor any other person or persons for it or in its
name or behalf shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof,
but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, The said Party of the First Part has caused these presents to be signed by its president
and attested by the secretary and its corporate seal to be hereto affixed and day and year first above written.


Ray T. Jones
City Clerk

The City of Camden
By Ray T. Jones President
Attest: Gwendolyn Colter Secretary
By Gwendolyn Colter

STATE OF MISSOURI

County of Camden

On this 6th day of November, A.D. 19 96 before me personally appeared Kay Cyrus to me personally known, who, being by me duly sworn, did say that ^{she} is President of The City of Camdenton

that the seal affixed to this instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors.

And the said Kay Cyrus

acknowledges said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Camdenton, Mo the day and year first above written.



Lisa A. Peterson
Lisa A. Peterson

My commission as Notary Public will expire on the 24th day of May 19 97

STATE OF MISSOURI

Camden
County of ~~Camden~~

ss.

Document No. _____

I, the undersigned Recorder of Deeds for said County and State do hereby certify that the foregoing instrument of writing was filed for record in my office on the 2 day of JAN, 19 97 at 1 o'clock and 16 minutes P M., and is truly recorded in Book 436 page 748

Witness my hand and official seal on the day and year aforesaid.



~~David R. Nenson~~, Recorder of Deeds

Kay Williams
By Kathy Duncan Deputy

24-
Chalyant

A tract of land in the West Half of Lot 2 of the Northeast Quarter of Section 4, Township 37 North, Range 16 West, Camden County, Missouri, described as follows: Beginning at the Northwest Quarter of the East Half of Lot 2 of the Northwest Quarter of said Section 4; thence South 79 degrees 25 minutes East, 99.6 feet; thence South 24 degrees 08 minutes West, 83.5 feet; thence South 32 degrees 04 minutes East, 395.0 feet; thence East 310.3 feet; thence North 179.0 feet; thence South 26 degrees 19 minutes East, 668.4 feet; thence North 63 degrees 41 minutes East, 550.0 feet to a point on the Westerly line of a tract as described in Corporation Warranty Deed and recorded in Book 191, Page 952; thence North 26 degrees 19 minutes West along the Westerly line of said tract 163.2 feet to an iron pin at the Northwest corner of said tract; thence South 89 degrees 54 minutes East along the Northerly line of said tract 455.0 feet to the true point of beginning; thence continuing South 89 degrees 54 minutes East, 280.0 feet; thence North 00 degrees 06 minutes East, 440.17 feet to a point on the Southerly right of way of State Highway No. 7; thence North 89 degrees 54 minutes 27 seconds West along said Southerly right of way line 280.0 feet; thence leaving said Southerly right of way South 00 degrees 06 minutes West 440.13 feet to the true point of beginning.

The purpose of this quitclaim deed is to release the above described property from the reservations and exceptions contained in Paragraph "a" of that certain Warranty Deed dated September 10, 1986 and recorded on September 11, 1986 at Book 289, Page 313, Camden County Recorder's Office which reservations and exceptions shall henceforth be null and void. It is given based on the use restrictions imposed by deed recital in the Warranty Deed dated Nov. 6th, 1996, 1996 and recorded at Book 436, Page 1747, Camden County Recorder's Office, and recorded January 2, 1997.

BOOK 0436 PAGE 0748