

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, ACCEPTING AMY LANE INTO CITY INVENTORY

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, AS FOLLOWS, TO WIT:

Section 1. The Board of Aldermen of the City of Osage Beach, Missouri, does hereby find and declare that it is in the best interest of the City to accept Amy Lane into the City's street inventory as described in the attached Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G.

Section 2. That the right-of-way described in Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G being and the same is hereby accepted.

Section 3. That the City Clerk of Osage Beach, Missouri, is hereby authorized and directed to acknowledge this ordinance as deeds are acknowledged, and to cause this ordinance to be filed for record in the Recorder's Office in Camden County, Missouri.

Section 4. All ordinances or parts of ordinances in conflict with this ordinance are, in so much as they conflict with this ordinance, hereby repealed.

Section 5. That this ordinance shall be in full force and effect from and after its date of passage and approval by the Mayor.

READ FIRST TIME: September 21, 2023

READ SECOND TIME: September 21, 2023

I hereby certify that the above Ordinance No. 23.71 was duly passed on September 21, 2023, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

6

Nays: 0

Abstain:

0

Absent: 0

This Ordinance is hereby transmitted to the Mayor for his signature.

Sept 21, 2023
Date

Tara Berreth
Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury
Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.71.

September 21, 2023
Date

Michael Harrison
Michael Harrison, Mayor

ATTEST:

Tara Berreth
Tara Berreth, City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)

COUNTY OF CAMDEN)

On this _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared Tara Berreth, to me known, who being by me duly sworn, did say that she is the City Clerk of the City of Osage Beach, Missouri, a municipal corporation, and that the seal affixed to the foregoing Ordinance is the municipal seal of the City of Osage Beach, and that said Ordinance was signed and sealed in behalf of said corporation by authority of its Board of Aldermen, and said Tara Berreth acknowledged said Ordinance to be the free act and deed of said municipality.

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

Notary Public

Printed

Name _____

My commission expires: _____

EXHIBIT A

Recorded In Camden County, Missouri



Recording Date/Time: 03/20/2023 at 01:22:36 PM

Book: 883 Page: 185

Type: WD

Pages: 8

Fee: \$39.00 8 20230003040

CITY OF OSAGE BEACH



Missouri Warranty Deed

This indenture, made on the 10 day of November, 2022 by and between **Cory M. Hofeldt single married** of the **State of Missouri** parties of the first part, and **City of Osage Beach**, of the **County of Camden, State of Missouri**, party of the second part. (Mailing address of said party of the second part is: **(City of Osage Beach, Attn. City Clerk, 1000 City Parkway, Missouri 65065.)**)

Witnesseth, that the said parties of the first part, owners of the following described real estate, lying, being and situated in the county of Camden and State of Missouri, to-wit:.

All of Lot Nine (9) INDIAN POINTE ESTATES SUBDIVISION, a subdivision in Camden County, Missouri, according to the plat thereof on file and of record at Plat Book 31, page 41A and 41B. Except that conveyed to the City of Osage Beach in Book 607, page 949 for ingress and egress twenty (20) feet wide, over and across the existing roadway.

Subject to all restrictions and reservations, conditions and easements of record.

do hereby in the consideration of the sum of ten and no/100 dollars, and other valuable considerations, to them paid by the said party of the second part, and the receipt of which is hereby acknowledged, do by these presents, grant, bargain and sell, convey and confirm, unto the said party of the second part, its successors, heirs and assigns,

Any and all right title or interest we have or to which we are entitled by common law, statute or subdivision plat in any portion of the road know as Amy Lane as described in Exhibit "A" attached hereto that abuts our property and is set out in the Plat of Indian Pointe Estates Subdivision, duly recorded with the Camden County Recorder of Deeds at Book 31 Page 26A.

To have and to hold the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities hereto belonging, or in anywise appertaining, unto the said

party of the second part and unto its successors, heirs and assigns forever, the said first party hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed, that they have good right to convey the same, that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claim and that they will warranty and defend the title to the said premises unto the said party of the second part and unto its successors, heirs and assigns forever; against the lawful claims and demands of all persons whomsoever.

{SIGNATURE PAGE TO FOLLOW}

Signed and executed this 10th day of November, 2022.

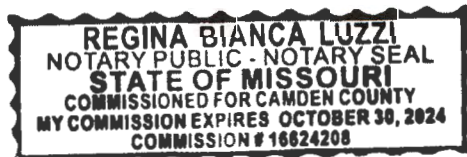
Cory M. Hofeldt
Cory M. Hofeldt (Name of Grantor)

STATE OF MISSOURI
COUNTY OF Camden

BEFORE ME, the undersigned authority, on this day personally appeared Cory M. Hofeldt personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for his, purposes and considerations therein expressed as his free and voluntary act and deed.

Given under my hand and seal of office this the 10th day of November, 2022.

October 30, 2024 Regina Bianca Luzzi
My Commission Expires: _____ Notary Public



PERMISSION FOR ENTRY AND CONSTRUCTION

Date: 10th November, 2022

TO WHOM IT MAY CONCERN

The City of Osage Beach, a municipality, whose mailing address is: 1000 City Parkway, Osage Beach, MO, 65065 and its agents and contractors are hereby granted a license and permission to enter onto the property at 1241 Amy Lane Osage Beach, MO 60565 for the purpose of road construction as described in the attached Exhibit A. The City and its agents may access the site on, over, under, across, and through the property to construct, maintain, inspect, replace and remove such municipally owned and operated improvements and all appurtenances as necessary for the project. This license shall expire at the completion of the project.

This work and permission shall not be used as an admission of liability on the part of the Contractor or the City of Osage Beach.

In granting or accepting this permission, relying solely upon our own judgment and knowledge of the nature of the damage or possibility of future damage. This permission is made without reliance upon any promise or statement by the Contractor or the City of Osage Beach.

{SIGNATURE PAGE TO FOLLOW}

Signed and executed this 10th day of November, 2022

Cory M. Hofeldt
Cory M. Hofeldt (Name of Grantor)

STATE OF MISSOURI
COUNTY OF Camden

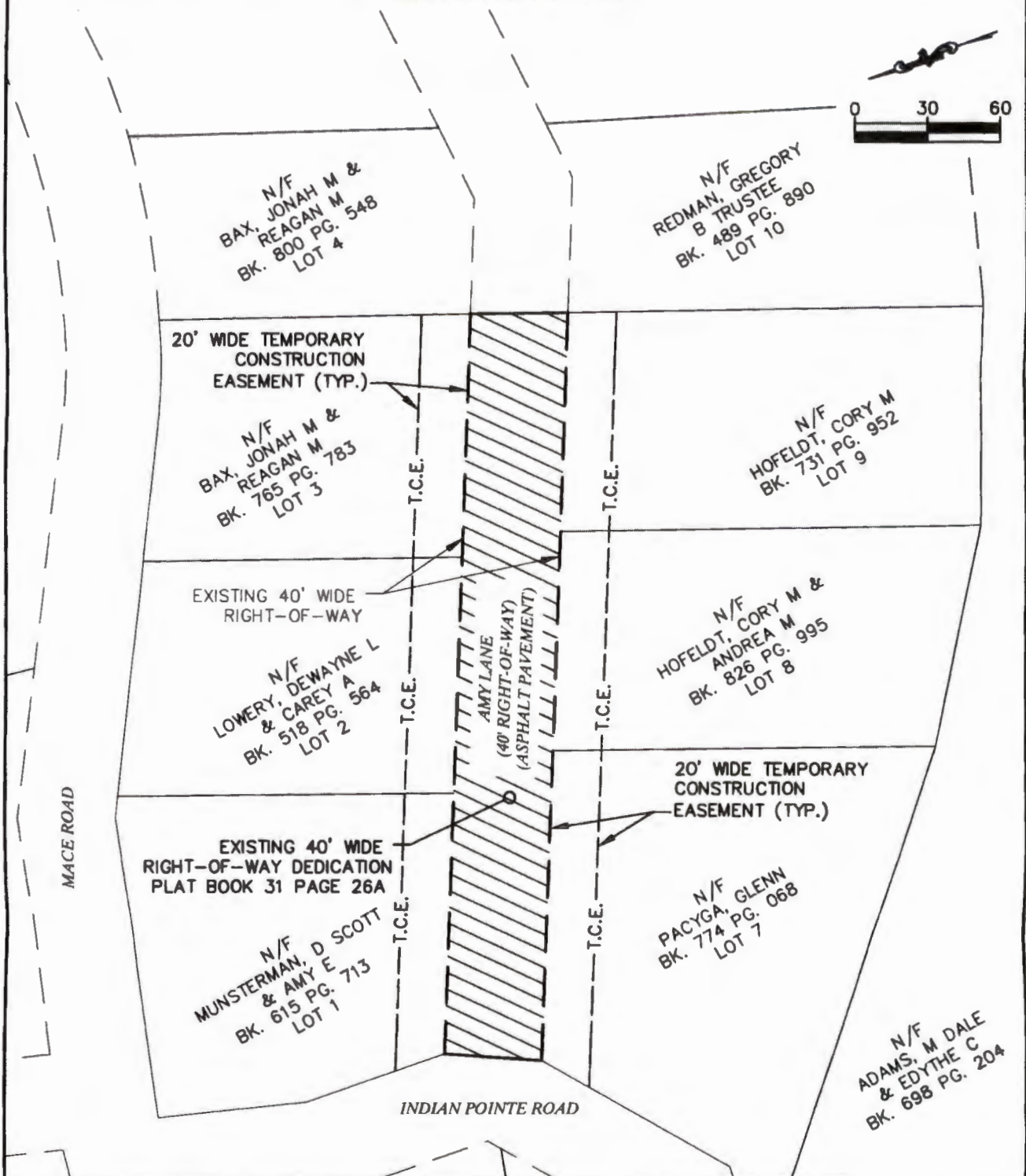
BEFORE ME, the undersigned authority, on this day personally appeared Cory M. Hofeldt personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for his, purposes and considerations therein expressed as his free and voluntary act and deed.

Given under my hand and seal of office this the 10th day of November, 2022

October 30, 2024 Regina Bianca Luzzi
My Commission Expires: Notary Public



EXHIBIT "A"



**A TRACT OF LAND BEING PART OF
SECTION 6, TOWNSHIP 39 NORTH, RANGE 15 WEST
CITY OF OSAGE BEACH, CAMDEN COUNTY, MISSOURI**

LOTS BEING PART OF INDIAN POINTE ESTATES SUBDIVISION

EXHIBIT B

Recorded In Camden County, Missouri



Recording Date/Time: 03/20/2023 at 01:22:37 PM

Book: 883 Page: 186

Type: WD

Pages: 8

Fee: \$39.00 & 20230003040

CITY OF OSAGE BEACH



Missouri Warranty Deed

This indenture, made on the 10 day of November, 2022 by and between **Cory M. Hofeldt single married and Andrea M. Hofeldt single married** of the **State of Missouri** parties of the first part, and **City of Osage Beach**, of the **County of Camden, State of Missouri**, party of the second part. (Mailing address of said party of the second part is: **(City of Osage Beach, Attn. City Clerk, 1000 City Parkway, Missouri 65065.)**)

Witnesseth, that the said parties of the first part, owners of the following described real estate, lying, being and situated in the county of Camden and State of Missouri, to-wit:.

All of lot 8 of INDIAN POINTE ESTATES SUBDIVISION, a subdivision in Camden County, Missouri, according to the plat thereof on file and of record in Plat Book 31, at Pages 41A and 41B, Camden County Recorder's Office.

do hereby in the consideration of the sum of ten and no/100 dollars, and other valuable considerations, to them paid by the said party of the second part, and the receipt of which is hereby acknowledged, do by these presents, grant, bargain and sell, convey and confirm, unto the said party of the second part, its successors, heirs and assigns,

Any and all right title or interest we have or to which we are entitled by common law, statute or subdivision plat in any portion of the road know as Amy Lane as described in Exhibit "A" attached hereto that abuts our property and is set out in the Plat of Indian Pointe Estates Subdivision, duly recorded with the Camden County Recorder of Deeds at Book 31 Page 26A.

To have and to hold the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities hereto belonging, or in anywise appertaining, unto the said party of the second part and unto its successors, heirs and assigns forever, the said first party hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed, that they have good right to convey the same, that the said

premises are free and clear of any encumbrances done or suffered by them or those under whom they claim and that they will warranty and defend the title to the said premises unto the said party of the second part and unto its successors, heirs and assigns forever; against the lawful claims and demands of all persons whomsoever.

{SIGNATURE PAGE TO FOLLOW}

Signed and executed this 10th day of November, 2022.

Cory M. Hofeldt
Cory M. Hofeldt (Name of Grantor)

Andrea M. Hofeldt
Andrea M. Hofeldt (Name of Grantor)

STATE OF MISSOURI
COUNTY OF Camden

BEFORE ME, the undersigned authority, on this day personally appeared Cory M. Hofeldt and Andrea M. Hofeldt personally known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for his, purposes and considerations therein expressed as his free and voluntary act and deed.

Given under my hand and seal of office this the 10th day of November, 2022.

October 30, 2024 Regina Bianca Luzzi
My Commission Expires: _____ Notary Public



PERMISSION FOR ENTRY AND CONSTRUCTION

Date: 10th November, 2022

TO WHOM IT MAY CONCERN

The City of Osage Beach, a municipality, whose mailing address is: 1000 City Parkway, Osage Beach, MO, 65065 and its agents and contractors are here by granted a license and permission to enter onto the property at 1241 Amy Lane Osage Beach, MO 60565 for the purpose of road construction as described in the attached Exhibit A. The City and its agents may access the site on, over, under, across, and through the property to construct, maintain, inspect, replace and remove such municipally owned and operated improvements and all appurtenances as necessary for the project. This license shall expire at the completion of the project.

This work and permission shall not be used as an admission of liability on the part of the Contractor or the City of Osage Beach.

In granting or accepting this permission, relying solely upon our own judgment and knowledge of the nature of the damage or possibility of future damage. This permission is made without reliance upon any promise or statement by the Contractor or the City of Osage Beach.

{SIGNATURE PAGE TO FOLLOW}

Signed and executed this 10th day of November, 2022.

Cory Hofeldt
Cory M. Hofeldt (Name of Grantor)

Andrea Hofeldt
Andrea M. Hofeldt (Name of Grantor)

STATE OF MISSOURI
COUNTY OF Camden

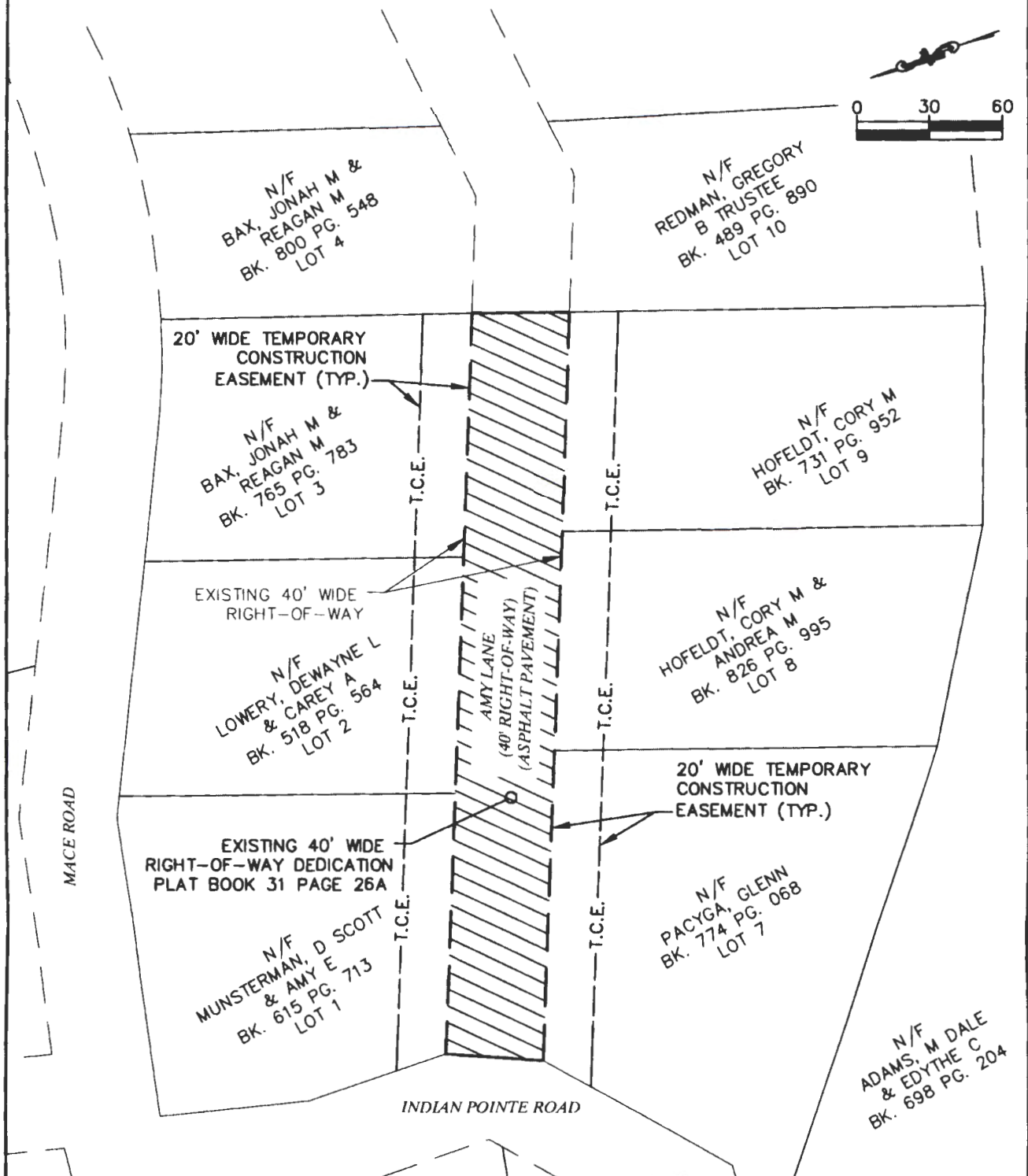
BEFORE ME, the undersigned authority, on this day personally appeared Cory M. Hofeldt and Andrea M. Hofeldt personally known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for his, purposes and considerations therein expressed as his free and voluntary act and deed.

Given under my hand and seal of office this the 10th day of November, 2022.

October 30, 2024 Regina Bianca Luzzi
My Commission Expires: Notary Public



EXHIBIT "A"



**A TRACT OF LAND BEING PART OF
SECTION 6, TOWNSHIP 39 NORTH, RANGE 15 WEST
CITY OF OSAGE BEACH, CAMDEN COUNTY, MISSOURI**

LOTS BEING PART OF INDIAN POINTE ESTATES SUBDIVISION



Recording Date/Time: 03/20/2023 at 01:22:38 PM

Book: 883 Page: 187

Type: EASE

Pages: 4

Fee: \$33.00 & 20230003040

CITY OF OSAGE BEACH

**EASEMENT DEED**

THIS DEED made and entered into this 28th day of October, 2022 by and between **Glenn Pacyga single married**, whose address is **1261 Amy Lane, Osage Beach, MO 65065** (**GRANTOR**), and **City of Osage Beach**, of the **County of Camden, State of Missouri**, party of the second part. (Mailing address of said party of the second part is: **(City of Osage Beach, Attn. City Clerk, 1000 City Parkway, Missouri 65065.)**) (**GRANTEE**).

Witnesseth, that the **Grantor**, for and in consideration of the sum of One Dollar (\$1.00), paid by the said **Grantee**, the receipt of which is hereby acknowledged, does by these presents **Grant, Bargain, Sell and Convey** unto the said **Grantee**. **A Perpetual Non-Exclusive Easement** for the following purposes:

a permanent Drainage Easement to perform grading activities and construct drainage structures, facilities, pipelines, and appurtenances thereto, and alter the lands within the easement for the purpose of drainage, storing, redirecting, detaining, and transferring water over, under, and upon the easement area as required to provide drainage as necessary, with right of way of ingress and egress to and from the same, on, over, and under the following described lands laying in CAMDEN COUNTY, MISSOURI, to-wit:

(See Exhibit A attached hereto and incorporated herein by reference)

The drainage easement area depicted and described on Exhibit A attached hereto, such land is part of a larger tract of land being recorded in Book 774 and Page 068, situated in the County of Camden and State of Missouri.

together with a temporary construction easement as shown to be used for the initial installation of the main located on either or both sides of the perpetual non-exclusive easement together with the right of ingress to and egress from the perpetual non-exclusive easement and temporary construction easement or the premises of the **Grantor** adjoining the perpetual non-exclusive easement and temporary construction easement and the right of traveling over said perpetual non-exclusive easement and temporary construction easement for the purpose of gaining ingress to and egress from the rights of way or easements owned by the **Grantee**

adjacent to the ends thereof for the purpose of doing anything necessary or convenient for the enjoyment of the perpetual non-exclusive easement and temporary construction easement. Upon termination or one year of completion of the above-described work, the temporary construction easement shall cease to exist.

All buildings, structures, improvements, hazards, obstructions, crops and timber removed from the easement are shall become the property of the **Grantee** and may be removed or destroyed by the **Grantee** except that the **Grantor** may, at their discretion, remove such buildings, structures, improvements, hazards, obstructions, crops and timer at any time prior to their removal or destruction by the **Grantee** or its contractors.

The **Grantee** agrees to pay the **Grantor** reasonable damages which may arise to crops, timber and fences of the **Grantor** from the exercise of the rights herein granted. Upon completion of construction of the improvements within the perpetual non-exclusive easement **Grantee** shall refill all cuts, ditches, trenches, ruts, or excavations made in connection with the construction and shall restore **Grantor's** property to the same condition it was in prior to construction as nearly as is reasonably possible.

The **Grantor** agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of the **Grantee**, will interfere with the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspection, patrolling, repair, replacement, addition to and relocation of the **Grantee's** facilities. The words hazard or obstruction shall not be interpreted to include growing crops and fences, parking lots and driveways.

The **Grantor** covenants to and with the **Grantee** that subject to existing easements, if any, for public highways, or roads, railroads, laterals, ditches, pipelines, and electrical transmission or distribution lines and telegraph and telephone lines covering the land herein described, the **Grantor** is lawfully seized and possessed of said lands, has a good and lawful right and power to sell and convey them and that they are free and clear of all encumbrances, and that the **Grantor** will forever warrant and defend the title to said easement and the quiet enjoyment thereof against the lawful claims and demands of all persons whomsoever.

To Have and to Hold the said **Easement**, together with all rights and appurtenances to the same belonging, unto the said **Grantee** and to its heirs and assigns forever.

In Witness Whereof, the said **Grantor** and **Grantee** have executed these presents the day and year first above written.

Grantor

[Signature] (signed)

GIANN PACYGA (printed)

STATE OF MISSOURI)
) SS:
COUNTY OF CAMDEN)

On this 28th day of October, 2022 before me personally appeared _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My Term Expires: 4/15/2025 [Signature]
Notary Public

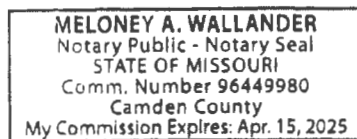
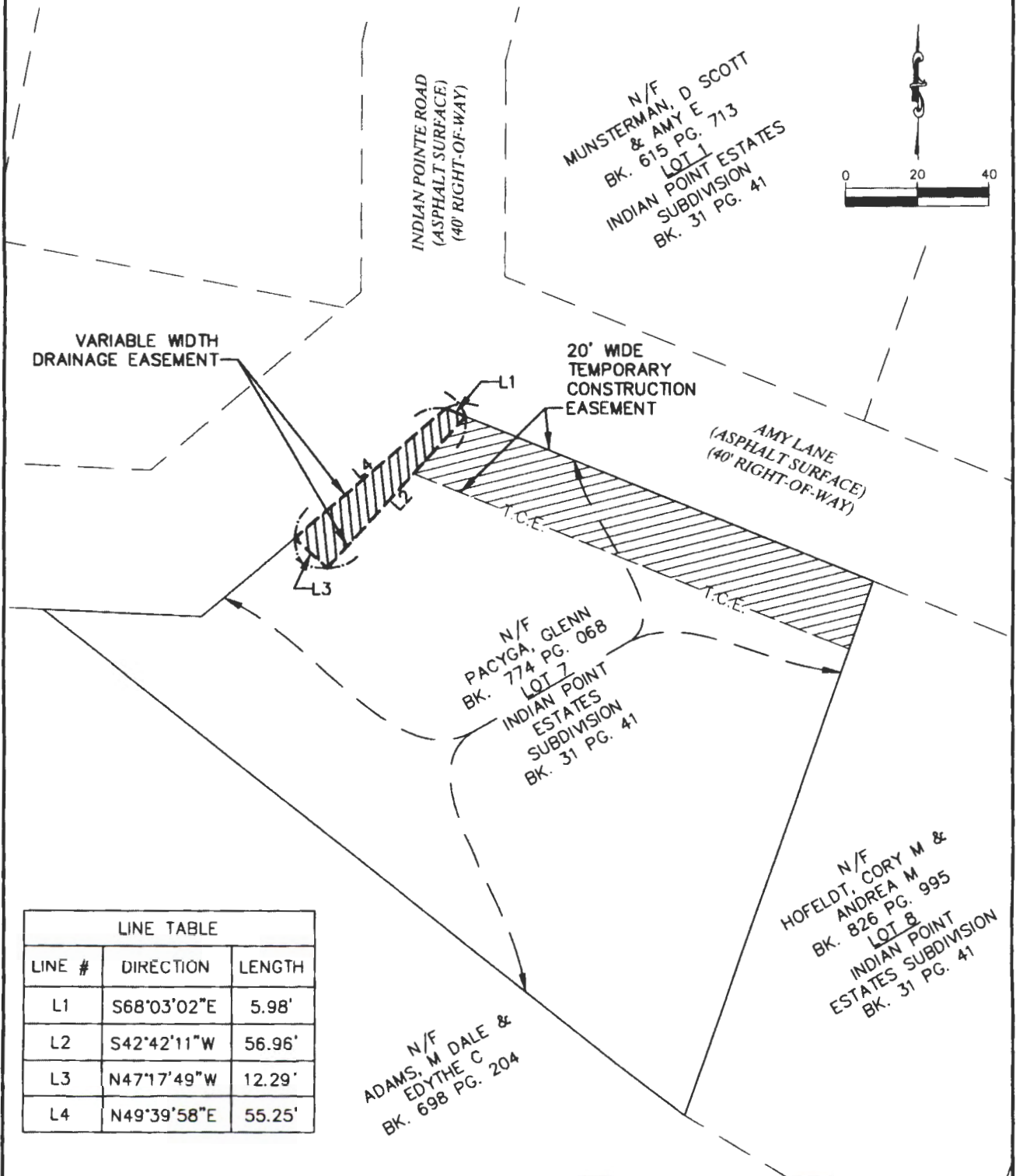


EXHIBIT "A"



**A TRACT OF LAND BEING PART OF
SECTION 6, TOWNSHIP 39 NORTH, RANGE 15 WEST
CITY OF OSAGE BEACH, CAMDEN COUNTY, MISSOURI**

LOT 7 BEING PART OF INDIAN POINTE ESTATES SUBDIVISION

EXHIBIT D

Recorded in Camden County, Missouri



Recording Date/Time: 03/20/2023 at 01:22:41 PM

Book: 883 Page: 190

Type: WD

Pages: 8

Fee: \$39.00 & 20230003040

CITY OF OSAGE BEACH



Missouri Warranty Deed

This indenture, made on the 23 day of Sept., 2022 by and between **D. Scott Munsterman (Deceased) and Amy E. Meeker** of the **State of Missouri** parties of the first part, and **City of Osage Beach**, of the **County of Camden, State of Missouri**, party of the second part. (Mailing address of said party of the second part is: **(City of Osage Beach, Attn. City Clerk, 1000 City Parkway, Missouri 65065.)**)

Witnesseth, that the said parties of the first part, owners of the following described real estate, lying, being and situated in the county of Camden and State of Missouri, to-wit:,

All of Lot No. 1 of INDIAN POINTE ESTATES SUBDIVISION, a subdivision in Camden County, Missouri, according to the plat thereof on file and of record at Plat Book 31, pages 41A and 41B, Camden County Recorder's Office.

SUBJECT TO DEED RESTRICTIONS AND EASEMENTS, RIGHTS OF WAY OF RECORD AND ZONING REGULATIONS.

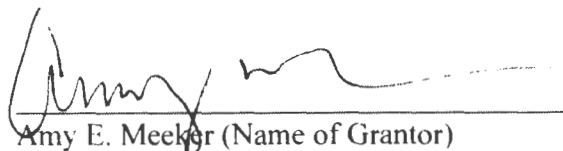
do hereby in the consideration of the sum of ten and no/100 dollars, and other valuable considerations, to them paid by the said party of the second part, and the receipt of which is hereby acknowledged, do by these presents, grant, bargain and sell, convey and confirm, unto the said party of the second part, its successors, heirs and assigns,

Any and all right title or interest we have or to which we are entitled by common law, statute or subdivision plat in any portion of the road know as Amy Lane as described in Exhibit "A" attached hereto that abuts our property and is set out in the Plat of Indian Pointe Estates Subdivision, duly recorded with the Camden County Recorder of Deeds at Book 31 Page 26A.

To have and to hold the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities hereto belonging, or in anywise appertaining, unto the said party of the second part and unto its successors, heirs and assigns forever, the said first party hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed, that they have good right to convey the same, that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claim and that they will warranty and defend the title to the said premises unto the said party of the second part and unto its successors, heirs and assigns forever: against the lawful claims and demands of all persons whomsoever.

{SIGNATURE PAGE TO FOLLOW}

Signed and executed this 23 day of Sept, 2022.



Amy E. Meeker (Name of Grantor)

STATE OF MISSOURI

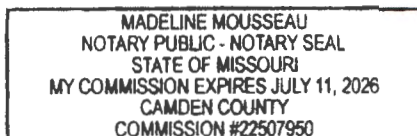
COUNTY OF Camden

BEFORE ME, the undersigned authority, on this day personally appeared Amy E. Meeker personally known to me to be the grantor whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for his, purposes and considerations therein expressed as his free and voluntary act and deed.

Given under my hand and seal of office this the 23 day of Sept., 2022.



My Commission Expires: 7/11/26 Notary Public



PERMISSION FOR ENTRY AND CONSTRUCTION

Date: ^{Sept}~~August~~ 23, 2022

TO WHOM IT MAY CONCERN

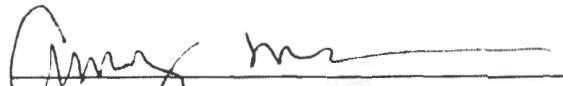
The City of Osage Beach, a municipality, whose mailing address is: 1000 City Parkway, Osage Beach, MO, 65065 and its agents and contractors are hereby granted a license and permission to enter onto the property at 1260 Amy Lane Osage Beach, MO 60565 for the purpose of road construction as described in the attached Exhibit A. The City and its agents may access the site on, over, under, across, and through the property to construct, maintain, inspect, replace and remove such municipally owned and operated improvements and all appurtenances as necessary for the project. This license shall expire at the completion of the project.

This work and permission shall not be used as an admission of liability on the part of the Contractor or the City of Osage Beach.

In granting or accepting this permission, relying solely upon our own judgment and knowledge of the nature of the damage or possibility of future damage. This permission is made without reliance upon any promise or statement by the Contractor or the City of Osage Beach.

{SIGNATURE PAGE TO FOLLOW}

Signed and executed this 23 day of Sept., 2022.

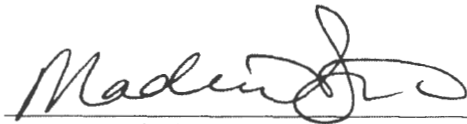

Amy E. Meeker (Name of Grantor)

STATE OF MISSOURI

COUNTY OF Camden

BEFORE ME, the undersigned authority, on this day personally appeared Amy E. Meeker personally known to me to be the grantor whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for his, purposes and considerations therein expressed as his free and voluntary act and deed.

Given under my hand and seal of office this the 23 day of Sept., 2022.



My Commission Expires: 7/11/26

Notary Public

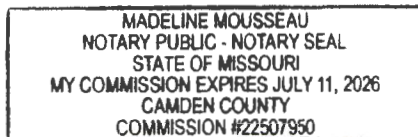
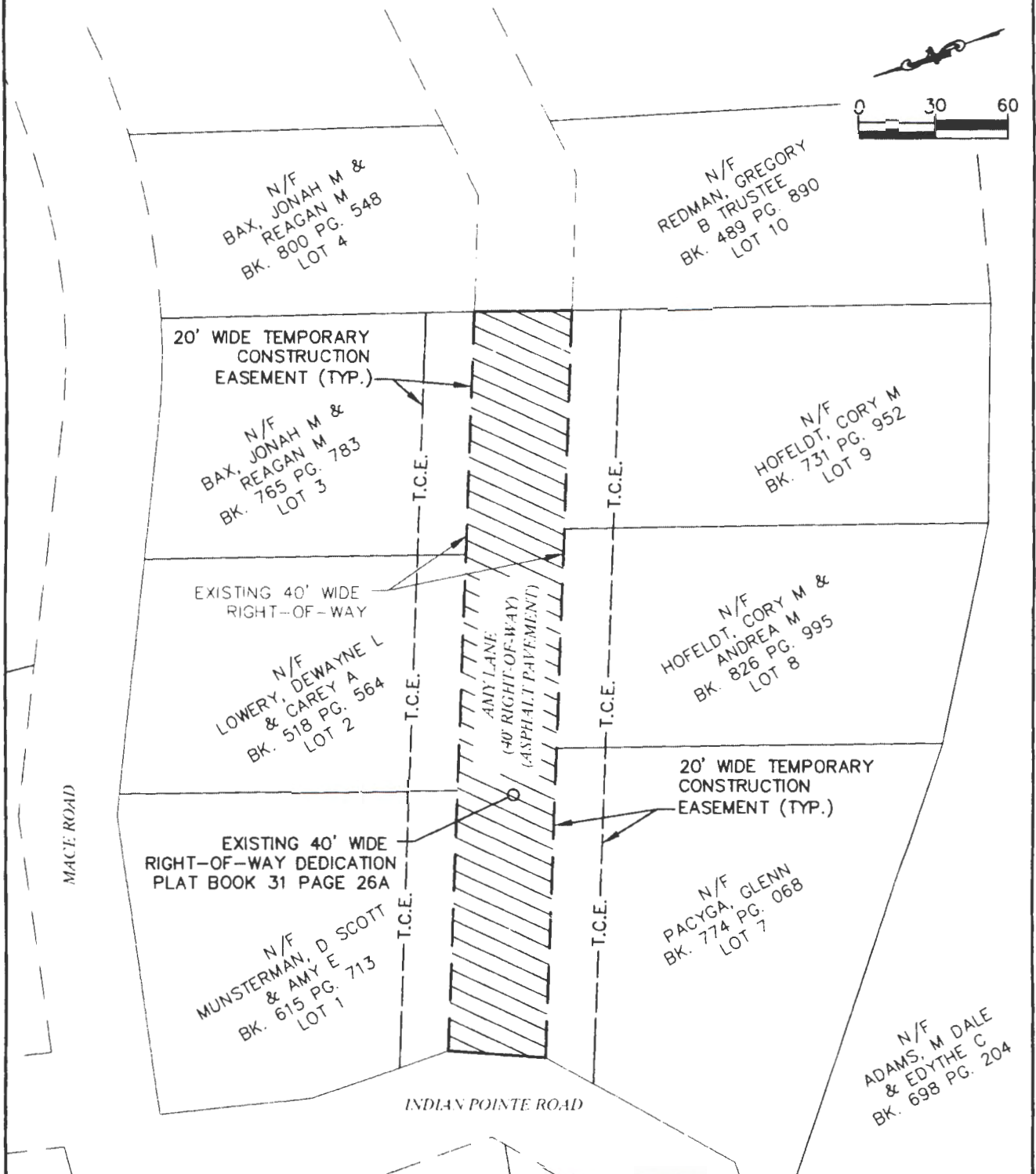


EXHIBIT "A"



A TRACT OF LAND BEING PART OF
SECTION 6, TOWNSHIP 39 NORTH, RANGE 15 WEST
CITY OF OSAGE BEACH, CAMDEN COUNTY, MISSOURI

LOTS BEING PART OF INDIAN POINTE ESTATES SUBDIVISION

Recorded in Camden County, Missouri



Recording Date/Time: 03/20/2023 at 01:22:39 PM

Book: 883 Page: 188

Type: WD

Pages: 8

Fee: \$39.00 8 20230003040

CITY OF OSAGE BEACH



Missouri Warranty Deed

This indenture, made on the 26th day of October, 2022 by and between **Glenn Pacyga single married** of the **State of Missouri** parties of the first part, and **City of Osage Beach**, of the **County of Camden, State of Missouri**, party of the second part. (Mailing address of said party of the second part is: **(City of Osage Beach, Attn. City Clerk, 1000 City Parkway, Missouri 65065.)**)

Witnesseth, that the said parties of the first part, owners of the following described real estate, lying, being and situated in the county of Camden and State of Missouri, to-wit:

All of Lot 7 of "INDIAN POINTE ESTATES SUBDIVISION", a subdivision in Camden County, Missouri according to the plat thereof on file and of record at Book 31, Pages 41A and 41B, Camden County Recorder's Office.

ALSO:

A tract of land lying in part of Government Lot 7 of the Northwest Quarter of Section 6, Township 39 North, Range 15 West, Camden County, Missouri, and lying South of and adjacent to Lot 7 of Indian Pointe Estates Subdivision, a subdivision of record at Plat Book 31, Page 41, Camden County, Missouri and more particularly described as follows: Beginning at an existing iron pin at the South line of said Lot 7 a distance of 157.09 feet to an iron pin located on the Easterly right-of-way of an existing road; thence departing said South line and running along said Easterly right-of-way South 22 degrees 13 minutes West 30.0 feet to another iron pin; thence North 17 degrees 01 minute East 30.0 feet returning to the point of beginning.

SAVE AND EXCEPT THEREFROM:

A tract of land lying in the West half of Lot 6 of the Northeast Quarter of Section 1, Township 39 North, Range 16 West, Camden County, Missouri, described as follows: From an angle iron which marks the southeast corner of the West half of Lot 6 of Section 1, Township 39 North, Range 16 West, run North along the East

line of the West half of Lot 6 of Section 1, 681.01 feet to an iron pin; thence leaving said East line South 59 degrees 07 minutes West 46.43 feet; thence North 18 degrees 39 minutes West 138.00 feet to an iron pin for the point of beginning; thence continue North 18 degrees 39 minutes West 66.10 feet to an iron pin; thence South 57 degrees 58 minutes West 102.01 feet to an iron pin; thence South 58 degrees 40 minutes West 83.35 feet to the centerline of a 30 foot road; thence South 29 degrees 00 minutes East along said centerline 54.18 feet; thence leaving said centerline North 61 degrees 47 minutes East 74.56 feet to an iron pin; thence North 61 degrees 40 minutes East 99.09 feet to the point of beginning.

SAVE AND EXCEPT all that portion of the above described tract of land which lies within the right-of-way of said 30 foot road.

do hereby in the consideration of the sum of ten and no/100 dollars, and other valuable considerations, to them paid by the said party of the second part, and the receipt of which is hereby acknowledged, do by these presents, grant, bargain and sell, convey and confirm, unto the said party of the second part, its successors, heirs and assigns.

Any and all right title or interest we have or to which we are entitled by common law, statute or subdivision plat in any portion of the road know as Amy Lane as described in Exhibit "A" attached hereto that abuts our property and is set out in the Plat of Indian Pointe Estates Subdivision, duly recorded with the Camden County Recorder of Deeds at Book 31 Page 26A.

To have and to hold the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities hereto belonging, or in anywise appertaining, unto the said party of the second part and unto its successors, heirs and assigns forever, the said first party hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed, that they have good right to convey the same, that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claim and that they will warranty and defend the title to the said premises unto the said party of the second part and unto its successors, heirs and assigns forever; against the lawful claims and demands of all persons whomsoever.

{SIGNATURE PAGE TO FOLLOW}

Signed and executed this 26th day of October, 2022

Glenn W. Pacyga
Glenn Pacyga (Name of Grantor)

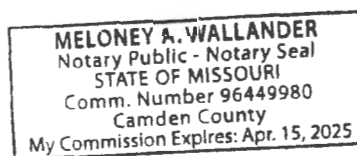
STATE OF MISSOURI
COUNTY OF Camden

BEFORE ME, the undersigned authority, on this day personally appeared Glenn Pacyga personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for his, purposes and considerations therein expressed as his free and voluntary act and deed.

Given under my hand and seal of office this the 26th day of October, 2022

Meloney A. Wallander
My Commission Expires: _____ Notary Public

4/15/25 Meloney A. Wallander



PERMISSION FOR ENTRY AND CONSTRUCTION

Date: October 26, 2028

TO WHOM IT MAY CONCERN

The City of Osage Beach, a municipality, whose mailing address is: 1000 City Parkway, Osage Beach, MO, 65065 and its agents and contractors are hereby granted a license and permission to enter onto the property at 1261 Amy Lane Osage Beach, MO 65065 for the purpose of road construction as described in the attached Exhibit A. The City and its agents may access the site on, over, under, across, and through the property to construct, maintain, inspect, replace and remove such municipally owned and operated improvements and all appurtenances as necessary for the project. This license shall expire at the completion of the project.

This work and permission shall not be used as an admission of liability on the part of the Contractor or the City of Osage Beach.

In granting or accepting this permission, relying solely upon our own judgment and knowledge of the nature of the damage or possibility of future damage. This permission is made without reliance upon any promise or statement by the Contractor or the City of Osage Beach.

{SIGNATURE PAGE TO FOLLOW}

Signed and executed this 26th day of October, 2022

Glenn D Pacyga
Glenn Pacyga (Name of Grantor)

STATE OF MISSOURI
COUNTY OF Camden

BEFORE ME, the undersigned authority, on this day personally appeared Glenn Pacyga personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for his, purposes and considerations therein expressed as his free and voluntary act and deed.

Given under my hand and seal of office this the 26th day of October, 2022.

4/15/2025 Meloney A Wallander
My Commission Expires: _____ Notary Public

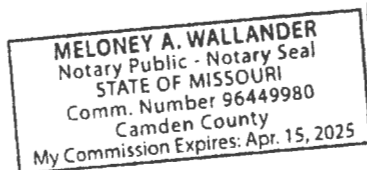
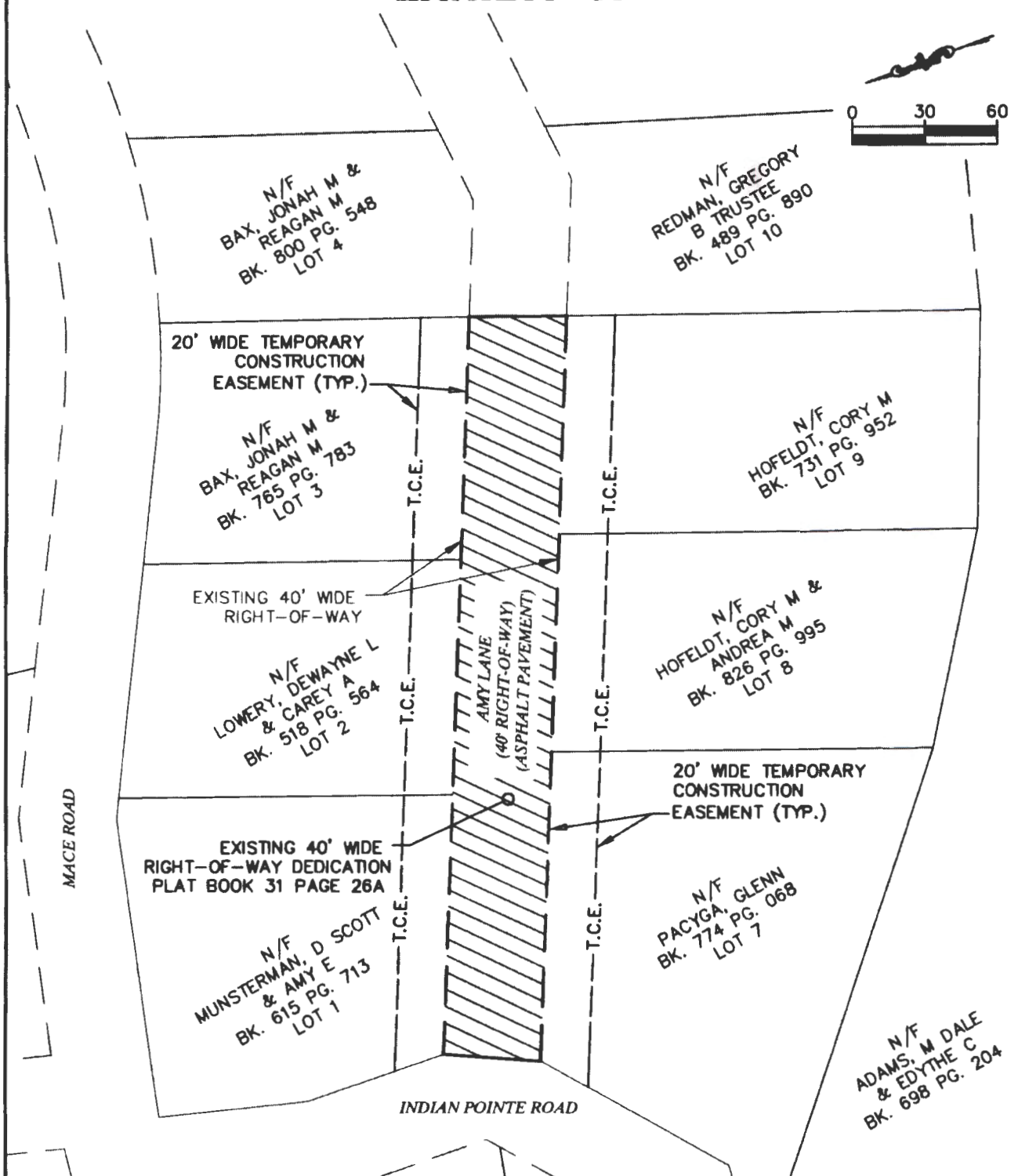


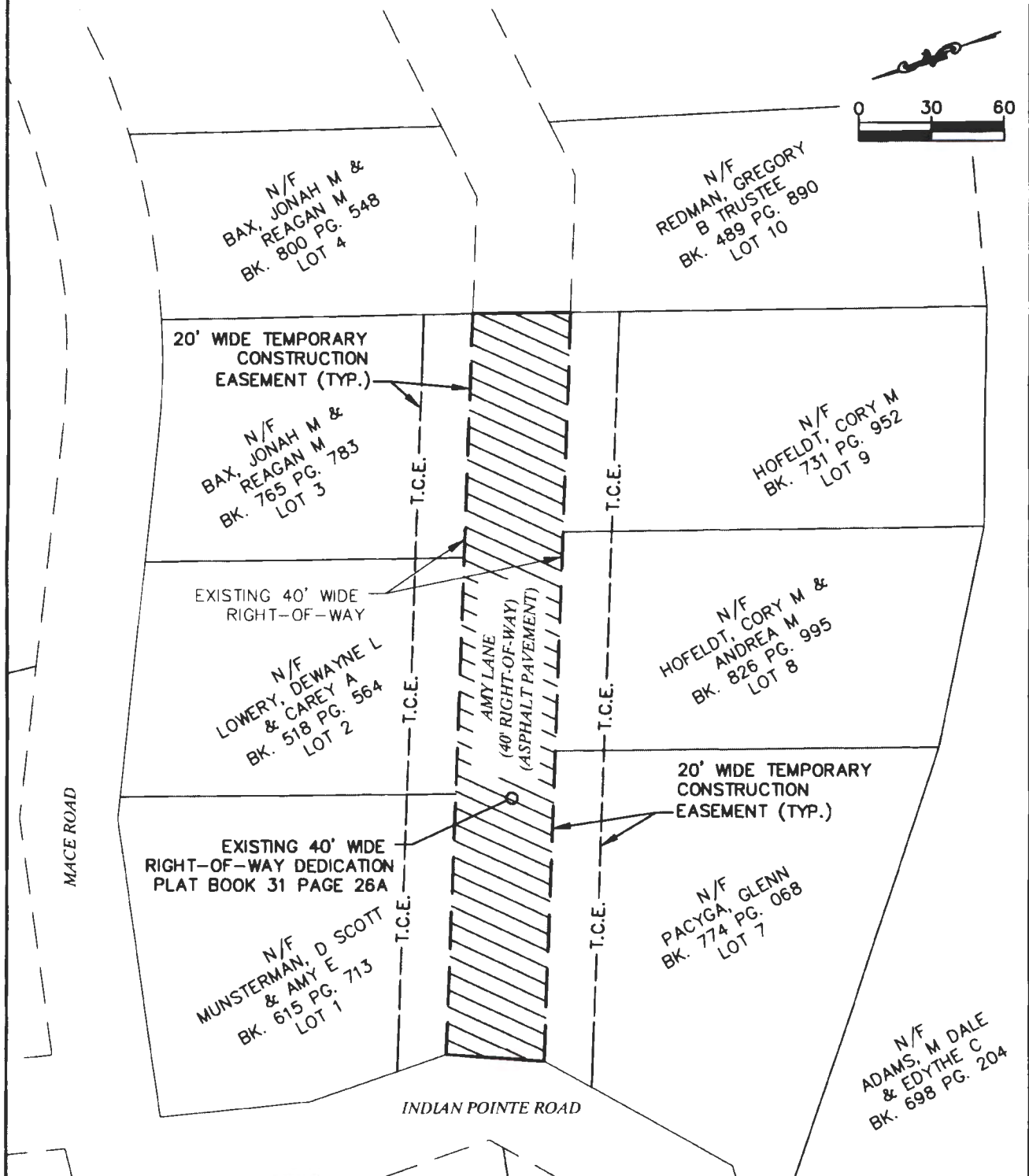
EXHIBIT "A"



**A TRACT OF LAND BEING PART OF
SECTION 6, TOWNSHIP 39 NORTH, RANGE 15 WEST
CITY OF OSAGE BEACH, CAMDEN COUNTY, MISSOURI**

LOTS BEING PART OF INDIAN POINTE ESTATES SUBDIVISION

EXHIBIT "A"



**A TRACT OF LAND BEING PART OF
SECTION 6, TOWNSHIP 39 NORTH, RANGE 15 WEST
CITY OF OSAGE BEACH, CAMDEN COUNTY, MISSOURI**

LOTS BEING PART OF INDIAN POINTE ESTATES SUBDIVISION

Recorded in Camden County, Missouri



Recording Date/Time: 03/20/2023 at 01:22:40 PM

Book: 883 Page: 189

Type: WD

Page: 6

Fee: \$39.00 & 20230003040

CITY OF OSAQE BEACH



Missouri Warranty Deed

This indenture, made on the 25th day of October, 2022 by and between **Dewayne L. Lowery, married single, and Carey A. Lowery, married single,** of the **State of Missouri** parties of the first part, and **City of Osage Beach, of the County of Camden, State of Missouri,** party of the second part. (Mailing address of said party of the second part is: **(City of Osage Beach, Attn. City Clerk, 1000 City Parkway, Missouri 65065.)**)

Witnesseth, that the said parties of the first part, owners of the following described real estate, lying, being and situated in the county of Camden and State of Missouri, to-wit:.

All of lot No. 2 of INDIAN POINTE ESTATES, a subdivision in Camden County, Missouri, according to the plat thereof on file and of record in Plat Book 31 at pages 26A and 26B, and Plat Book 31 at Pages 41A and 41B, Camden County Recorder's Office.

do hereby in the consideration of the sum of ten and no/100 dollars, and other valuable considerations, to them paid by the said party of the second part, and the receipt of which is hereby acknowledged, do by these presents, grant, bargain and sell, convey and confirm, unto the said party of the second part, its successors, heirs and assigns,

Any and all right title or interest we have or to which we are entitled by common law, statute or subdivision plat in any portion of the road know as Amy Lane as described in Exhibit "A" attached hereto that abuts our property and is set out in the Plat of Indian Pointe Estates Subdivision, duly recorded with the Camden County Recorder of Deeds at Book 31 Page 26A.

To have and to hold the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities hereto belonging, or in anywise appertaining, unto the said party of the second part and unto its successors, heirs and assigns forever, the said first party hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed, that they have good right to convey the same, that the said

premises are free and clear of any encumbrances done or suffered by them or those under whom they claim and that they will warranty and defend the title to the said premises unto the said party of the second part and unto its successors, heirs and assigns forever; against the lawful claims and demands of all persons whomsoever.

{SIGNATURE PAGE TO FOLLOW}

Signed and executed this 25th day of October, 2022

Dewayne L. Lowery
Dewayne L. Lowery (Name of Grantor)

Carey A. Lowery
Carey A. Lowery (Name of Grantor)

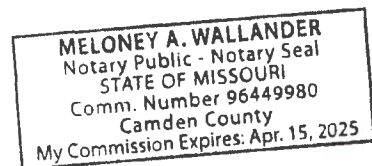
STATE OF MISSOURI

COUNTY OF CAMDEN

BEFORE ME, the undersigned authority, on this day personally appeared Dewayne L. Lowery and Carey A. Lowery personally known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for his, purposes and considerations therein expressed as his free and voluntary act and deed.

Given under my hand and seal of office this the 25th day of October, 2022

4/15/2025 Meloney A. Wallander
My Commission Expires: _____ Notary Public



PERMISSION FOR ENTRY AND CONSTRUCTION

Date: October 25, 2022

TO WHOM IT MAY CONCERN

The City of Osage Beach, a municipality, whose mailing address is: 1000 City Parkway, Osage Beach, MO, 65065 and its agents and contractors are hereby granted a license and permission to enter onto the property at 1254 Amy Lane Osage Beach, MO 60565 for the purpose of road construction as described in the attached Exhibit A. The City and its agents may access the site on, over, under, across, and through the property to construct, maintain, inspect, replace and remove such municipally owned and operated improvements and all appurtenances as necessary for the project. This license shall expire at the completion of the project.

This work and permission shall not be used as an admission of liability on the part of the Contractor or the City of Osage Beach.

In granting or accepting this permission, relying solely upon our own judgment and knowledge of the nature of the damage or possibility of future damage. This permission is made without reliance upon any promise or statement by the Contractor or the City of Osage Beach.

{SIGNATURE PAGE TO FOLLOW}

Signed and executed this 25th day of October, 2022

Dwayne L. Lowery
Dwayne L. Lowery (Name of Grantor)

Carey A. Lowery
Carey A. Lowery (Name of Grantor)

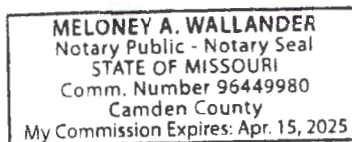
STATE OF MISSOURI

COUNTY OF CAMDEN

BEFORE ME, the undersigned authority, on this day personally appeared Dwayne L. Lowery and Carey A. Lowery personally known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for his, purposes and considerations therein expressed as his free and voluntary act and deed.

Given under my hand and seal of office this the 25th day of October, 2022

4/15/22 Meloney A. Wallander
My Commission Expires: _____ Notary Public



Recorded in Camden County, Missouri



Recording Date/Time: 03/20/2023 at 01:22:35 PM

Book: 883

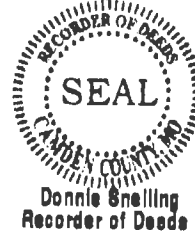
Page: 184

Type: WD

Pages: 6

Fee: \$39.00 & 20230003040

CITY OF OSAGE BEACH



Missouri Warranty Deed

This indenture, made on the 10th day of November, 2022 by and between **Jonah M. Bax single married and Reagan M. Bax single married** of the **State of Missouri** parties of the first part, and **City of Osage Beach**, of the **County of Camden, State of Missouri**, party of the second part. (Mailing address of said party of the second part is: **(City of Osage Beach, Attn. City Clerk, 1000 City Parkway, Missouri 65065.)**)

Witnesseth, that the said parties of the first part, owners of the following described real estate, lying, being and situated in the county of Camden and State of Missouri, to-wit:

Tract I - Lot One (1) of Mawle Estates, a re-subdivision of Lots 4 and 5 of Indian Pointe Estates Subdivision, a subdivision in Camden County, Missouri.

Tract II - Part of Lot 6 of Indian Pointe Estates Subdivision, a subdivision in Camden County, Missouri, according to the plat thereof on file and of record at Plat Book 31, pages 41A and 41B, Camden County Recorder's Office, begin more particularly described as follows: Beginning at the Northeast corner of Lot 5 on the centerline of Mace Road; thence along and with said centerline North 81 degrees 07 minutes East, 25.0 feet; thence departing said centerline South 16 degrees 24 minutes West, 167.4 feet to a point on the centerline of Amy Lane; thence along and with said centerline South 81 degrees 32 minutes West, 25.0 feet, to the Southeast corner of Lot 5; thence departing said centerline and running along the East line of Lot 5, North 16 degrees 24 minutes East 95.5 feet and North 16 degrees 28 minutes East, 71.7 feet, to the Point of Beginning.

Tract III - All of Lot No. 3, of "INDIAN POINTE ESTATES SUBDIVISION", a subdivision in Camden County, Missouri, according to the plat thereof on file and of record at Plat Book 31, pages 41A and 41B, Camden County Recorder's Office.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now

due and payable; and (c) rights of the public in and to the parts thereof in streets, roads or alleys.

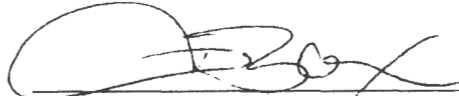
do hereby in the consideration of the sum of ten and no/100 dollars, and other valuable considerations, to them paid by the said party of the second part, and the receipt of which is hereby acknowledged, do by these presents, grant, bargain and sell, convey and confirm, unto the said party of the second part, its successors, heirs and assigns.

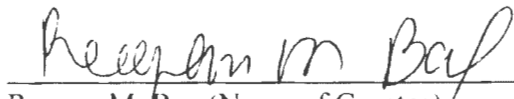
Any and all right title or interest we have or to which we are entitled by common law, statute or subdivision plat in any portion of the road know as Amy Lane as described in Exhibit "A" attached hereto that abuts our property and is set out in the Plat of Indian Pointe Estates Subdivision, duly recorded with the Camden County Recorder of Deeds at Book 31 Page 26A.

To have and to hold the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities hereto belonging, or in anywise appertaining, unto the said party of the second part and unto its successors, heirs and assigns forever, the said first party hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed, that they have good right to convey the same, that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claim and that they will warranty and defend the title to the said premises unto the said party of the second part and unto its successors, heirs and assigns forever: against the lawful claims and demands of all persons whomsoever.

{SIGNATURE PAGE TO FOLLOW}

Signed and executed this 10th day of November, 2022.


Jonah M. Bax (Name of Grantor)

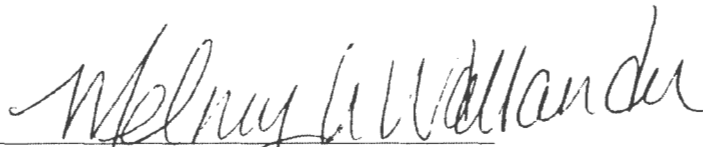

Reagan M. Bax (Name of Grantor)

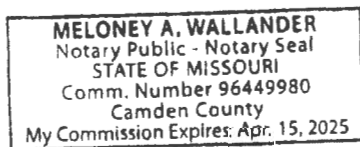
STATE OF MISSOURI

COUNTY OF CAMDEN

BEFORE ME, the undersigned authority, on this day personally appeared Jonah M. Bax and Reagan M. Bax personally known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for his purposes and considerations therein expressed as his free and voluntary act and deed.

Given under my hand and seal of office this the 10th day of November, 2022.

4/15/2025 
My Commission Expires: _____ Notary Public



PERMISSION FOR ENTRY AND CONSTRUCTION

Date: November 10th 2022

TO WHOM IT MAY CONCERN

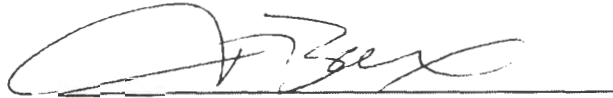
The City of Osage Beach, a municipality, whose mailing address is: 1000 City Parkway, Osage Beach, MO, 65065 and its agents and contractors are hereby granted a license and permission to enter onto the property at 1233 Mace Road Osage Beach, MO 60565 for the purpose of road construction as described in the attached Exhibit A. The City and its agents may access the site on, over, under, across, and through the property to construct, maintain, inspect, replace and remove such municipally owned and operated improvements and all appurtenances as necessary for the project. This license shall expire at the completion of the project.

This work and permission shall not be used as an admission of liability on the part of the Contractor or the City of Osage Beach.

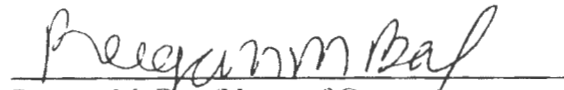
In granting or accepting this permission, relying solely upon our own judgment and knowledge of the nature of the damage or possibility of future damage. This permission is made without reliance upon any promise or statement by the Contractor or the City of Osage Beach.

{SIGNATURE PAGE TO FOLLOW}

Signed and executed this 10th day of November, 2022



Jonah M. Bax (Name of Grantor)


Reagan M. Bax (Name of Grantor)

STATE OF MISSOURI
COUNTY OF CAMDEN

BEFORE ME, the undersigned authority, on this day personally appeared Jonah M. Bax and Reagan M. Bax personally known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for his purposes and considerations therein expressed as his free and voluntary act and deed.

Given under my hand and seal of office this the 10th day of November, 2022

4/15/2025
My Commission Expires:

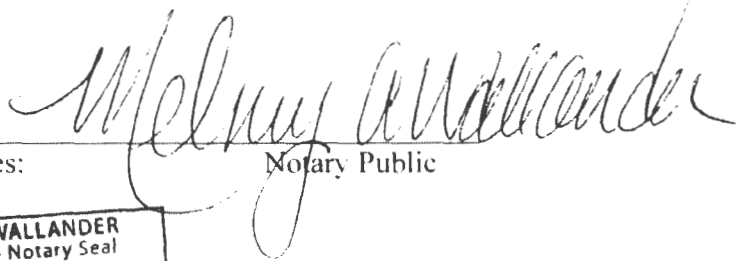
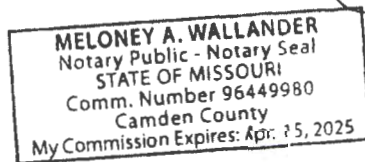
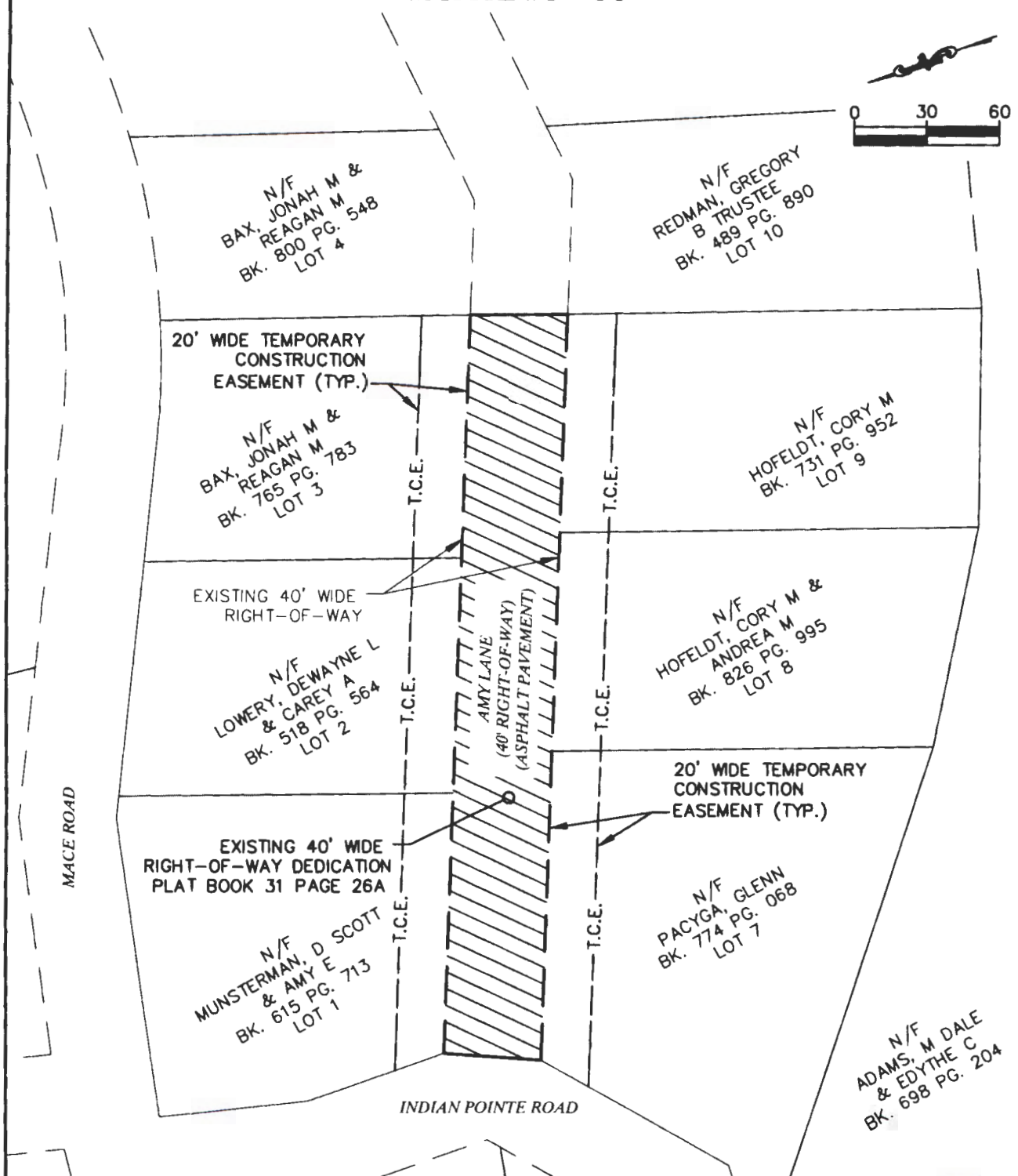

Notary Public

EXHIBIT "A"



A TRACT OF LAND BEING PART OF
SECTION 6, TOWNSHIP 39 NORTH, RANGE 15 WEST
CITY OF OSAGE BEACH, CAMDEN COUNTY, MISSOURI

LOTS BEING PART OF INDIAN POINTE ESTATES SUBDIVISION