Rezoning Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: 004-23
Filing Fee: $550.00
Received: 12/14/22
Date Advertised:
Proj. No.: 23-038
Public Hearing Date: 1/4/23

Applicant: City of Joplin Phone No.: (417) 624-0820
Address: 602 S. Main St Email: TBolander@joplinmo.org
Owner: City of Joplin (lots 48-52 & 1-8) Powell Development (lots 9-15) Phone No.: (417) 624-0820
Address: 602 S. Main St Email: TBolander@joplinmo.org
Location of Property: Iron Gates Community - Lots 1-15 & 48-52
Present Use of Property: Vacant
Proposed Use of Property: Town Houses
Current Zoning: R-1 Requested Zoning: R-3

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Railroad ROW/Trailer Home	R-1
South	Single Family Homes	R-1
East	Single Family Homes	R-1
West	Vacant	R-1

Character of the Neighborhood: Partially developed Residential (Low to Moderate Density)

Relationship to Existing Zoning Pattern:

Yes	No	
☐	☒	Would proposed change create a small, isolated district unrelated to surrounding districts?
☒	☐	Are there substantial reasons why the property cannot be used in accord with existing zoning?

If yes, explain: The development code is too restrictive for the proposed residential development

Conformance with Comprehensive Plan:

Yes	No	
☒	☐	Consistent with Development Policies?
☒	☐	Consistent with Future Land Use Map?

Traffic Conditions:

Yes	No	
☐	☒	Will turning movements caused by the proposed use create an undue traffic hazard?

Street(s) with Access to Property: W. 24th St, W. 23rd St, & S Golf Link Rd

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☒

Right-of-Way Width: 50 ft, 50 ft, & 25 ft

Subdivision Platting:

Yes	No	
☐	☒	Is platting required?
☒	☐	Are lots appropriately sized?
☒	☐	Is street right-of-way appropriately sized?

☒ ☐ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

_____

Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
☒	☐	Completed and signed application.
☒	☐	One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
☒	☐	One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
☒	☐	Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned.

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: Tyler Bellamy **Date:** 12/14/22

Recorded in Jasper County, Missouri
Recording Date/Time: **11/08/2021** at **02:41:34 PM**
Book: **2617** Page: **125**
Instr #: **2021020536**
Type: **WD**
Pages: **2**
Fee: **$27.00 S**

Electronically Recorded

RECORDER OF DEEDS SEAL JASPER COUNTY, MO

Charlotte Pickering
Recorder of Deeds

General Warranty Deed (Individual)

This Deed, made and entered into on November 8, 2021, by and between **Grantor(s):** David B. Doyle, a single person and **Grantee(s):** Powell Land Development, LLC. **Mailing Address of the Grantee(s):** 3805 W 26th, Joplin, Missouri 64804

Witnesseth, that the Grantor(s), for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration paid by the Grantee(s), the receipt of which is hereby acknowledged, do(es) by these presents ***Grant, Bargain and Sell, Convey and Confirm*** unto the Grantee(s), the following described Real Estate, situated in the County of Jasper and State of Missouri, to-wit:

ALL OF LOTS NUMBERED NINE (9), TEN (10), ELEVEN (11), AND TWELVE (12) IN D. O. WITMER'S SUB-DIVISION OF LOTS IN HIGHLAND PARK, A SUBDIVISION OF SECTION 17, TOWNSHIP 27, RANGE 33, IN JASPER COUNTY, MISSOURI.

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

To Have and To Hold the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s) and to the heirs and assigns of such Grantee(s) forever.

The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will **Warrant and Defend** the title to the premises unto the Grantee(s), and to the successors and assigns of such Grantee(s) forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2021 and thereafter, and special taxes becoming a lien after the date of this deed.

FATCO

General Warranty Deed (Individual)

This Deed, made and entered into on November 8, 2021, by and between **Grantor(s):** David B. Doyle, a single person and **Grantee(s):** Powell Land Development, LLC. **Mailing Address of the Grantee(s):** 3805 W 26th, Joplin, Missouri 64804

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FATCO

In Witness Whereof, the Grantor(s) has or have hereunto set their hand or hands the day and year first above written.

David B. Doyle

STATE OF Missouri }
} ss.
County of Jasper }

On November 8, 2021, before me personally appeared David B. Doyle, a single person to me known to be the persons(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My term expires: 8/15/2022

CAROLYN A. COMER
Notary Public - Notary Seal
Jasper County - State of Missouri
Commission Number 14394502
My Commission Expires Aug 15, 2022

READ & APPROVED

_____

_____

Dated_____

General Warranty Deed (Individual)

This Deed, made and entered into on January 31, 2022, by and between **Grantor(s):** Sharon Vehrlene Crosswhite (Transfer on Death Beneficiary Deed recorded in Book 2410 at Page 260, showing Troy A. Crosswhite as Grantee/Beneficiary) and **Grantee(s):** Powell Land Development LLC. **Mailing Address of the Grantee(s):** _____, _____

Witnesseth, that the Grantor(s), for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration paid by the Grantee(s), the receipt of which is hereby acknowledged, do(es) by these presents ***Grant, Bargain and Sell, Convey and Confirm*** unto the Grantee(s), the following described Real Estate, situated in the County of Jasper and State of Missouri, to-wit:

ALL OF LOTS NUMBERED THIRTEEN (13), FOURTEEN (14) AND FIFTEEN (15) IN D.O. WITMER'S SUB-DIVISION OF LOTS 1 TO 56 BOTH INCLUSIVE, EXCEPTING LOTS 16 AND THIRTY IN HIGHLAND PARK, A SUB-DIVISION OF PART OF SECTION 17, TOWNSHIP 27, RANGE 33, IN JASPER COUNTY, MISSOURI.

**Grantor herein states the date of death for Roger A. Crosswhite was _____, and that his marriage to Sharon Vehrlene Crosswhite, a/k/a Sharon V. Crosswhite was subsisting and undissolved at the time of his death.

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

To Have and To Hold the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s) and to the heirs and assigns of such Grantee(s) forever.

The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will **Warrant and Defend** the title to the premises unto the Grantee(s), and to the successors and assigns of such Grantee(s) forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2022 and thereafter, and special taxes becoming a lien after the date of this deed.

First American Title Insurance Company

2820 Arizona Avenue, Joplin, MO 64804
(417)623-1553 - Fax (877)641-1967

ERRORS AND OMISSION STATEMENT

File No. 1605898
Property Address: 3504 W 24th St
Legal Description:

ALL OF LOTS NUMBERED THIRTEEN (13), FOURTEEN (14) AND FIFTEEN (15) IN D.O. WITMER'S SUB-DIVISION OF LOTS 1 TO 56 BOTH INCLUSIVE, EXCEPTING LOTS 16 AND THIRTY IN HIGHLAND PARK, A SUB-DIVISION OF PART OF SECTION 17, TOWNSHIP 27, RANGE 33, IN JASPER COUNTY, MISSOURI.

In connection with the Closing of the transaction on the above referenced property, it is hereby agreed and understood by the undersigned that **IF ANY ERRORS HAVE BEEN MADE IN THE COMPUTATION OF THE SETTLEMENT STATEMENT, IN MATHEMATICS OR BY REASON OF OMISSION, SAID ERRORS WILL BE CORRECTED AND ADJUSTED BY THE BUYER(S)/BORROWER(S) AND/OR SELLER(S) AS SOON AS THEY ARE DISCOVERED.**

Buyer(s)/Borrower(s):

Powell Land Development LLC

By:_____
Name: David A. Powell, Manager

Seller(s):

_____
Troy A. Crosswhite

COUNCIL BILL NO. 95-256 **ORDINANCE NO. 95-**183

AN ORDINANCE accepting the conveyance of certain land from the Village of Iron Gates, Missouri; and containing an emergency clause.

WHEREAS, the Village of Iron Gates and the City of Joplin, Missouri, have consolidated into a new City of Joplin, Missouri, effective November 30, 1995, at midnight; and,

WHEREAS, the Village of Iron Gates has conveyed certain real property to the new consolidated City of Joplin, Missouri, to be effective November 30, 1995, at midnight.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the City accept the conveyance of certain land from the Village of Iron Gates, Missouri, to the consolidated City of Joplin, Missouri, said land lying, being and situate in the County of Jasper, State of Missouri, being described as follows, to-wit:

"Tract 1: Lots Forty-Eight (48) to Fifty-Two (52) inclusive in D.O. Witmer's Subdivision to Iron Gates. This deed made with the restriction that said property be used only as a public playground for the children of Iron Gates Village. It is provided that in the event that said property is used for any other purpose, the property shall revert back to the grantor, Iron Gates Christian Church Corporation.

Tract 2: All of Lots Numbered One (1), Two (2), Three (3), and Four (4), lying South of the Burlington Northern Railroad right-of-way in D.O. Witmer's Subdivision of Lots 1-55 inclusive, except Lots 16 and 30 in Highland Park Addition, in the Village of Iron Gates, Jasper County, Missouri, according to the recorded Plat thereof. Subject to Easements and Reservations of Record, if any."

Section 2. That this Ordinance dealing generally with public property, is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and

FORM NO. 16—CLASS E DEMAREE STATIONERY CO., 908 Walnut, Kansas City, Mo.

Quit-Claim Deed

This Indenture, *Made on the* 17th *day of* June *A. D., One Thousand Nine Hundred and* Sixty-four *by and between*

Hugh R. Watson and Mae Watson, husband and wife

of the County of Jasper *, State of* Missouri *part* ies *of the first part, and*

Village of Iron Gates, Incorporated, Joplin, Missouri

of the County of Jasper *, State of* Missouri *part* y *of the second part,*

WITNESSETH, that the said part ies *of the first part, in consideration of the sum of*

Three-hundred sixty dollars and fifty cents *DOLLARS,*

to them *paid by the said part* y *of the second part (the receipt of which is hereby acknowledged) do by these presents REMISE, RELEASE and FOREVER QUIT CLAIM unto the said part* y *of the second part, the following described lots, tracts or parcels of land, lying, being and situate in the County of* Jasper *and State of* Missouri *, to-wit:* All of Lots numbered Five (5), Six (6), Seven (7) and Eitht (8) in D. O. Witmer's Sub-Division of Highland Park in Section 17, Township 27, Range 33, in Jasper County, Missouri.

This property to be used as a public playground for the children of Village of Iron Gates, Inc..

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said party of the second part and unto its *heirs and assigns forever; so that neither the said parties of the first part nor* their *heirs nor any other person or persons, for* them *or in* their *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.*

IN WITNESS WHEREOF, the said part ies *of the first part have hereunto set* their *hand* s *and seal* s *the day and year above written.*

Hugh R. Watson (Seal)

Signed, Sealed and Delivered in Presence of Mae Watson (Seal)

_____ (Seal)

_____ (Seal)

MISSOURI ACKNOWLEDGMENT—UNMARRIED PERSON

STATE OF _____ }
COUNTY OF _____ } ss.

On this _____ *day of* _____, 19___

before me, _____ *a Notary Public, personally appeared*

_____

to me known to be the person described in and who executed the foregoing instrument, and acknowledges that _____ *executed the same as* _____ *free act and deed. And the said* _____ *further declare* _____ *to be single and unmarried.*

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____ *the day and year last above written.*

_____
Notary Public in and for said County and State.

My term expires _____, 19___

MISSOURI ACKNOWLEDGMENT—MAN AND WIFE

STATE OF Missouri }
COUNTY OF Jasper } ss.

On this 26th day of April, 1966

before me, Faye C. Seeger, a Notary Public, personally appeared

Hugh C. Watson and Mae Watson

his wife, to me known to be the persons 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 my hand and affixed my official seal at my office in Joplin, Missouri the day and year last above written.

Faye C. Seeger
Notary Public in and for said County and State.

My Term expires May 30, 1969

3566

Quit-Claim Deed

FROM

TO

Filed for record this 27th day of May A.D., 1966 at 10 o'clock, 55 minutes, A. M.

Recorded in Book _____ at Page _____

Virginia D. Andrews Recorder.

By _____ Deputy.

Recorder's Fee, $1.50

1072
586-587

STATE OF Missouri }
COUNTY OF Jasper } ss.

IN THE RECORDER'S OFFICE

I, Virginia D. Andrews, Recorder of said County, do hereby certify that the within instrument of writing was, at 10 o'clock and 55 minutes A. M., on the 27th day of May A. D., 19 66, duly filed for record in my office, and is recorded in the records of this office, in book 1072 at pages 586-587

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Carthage Missouri this 1st day of June A. D., 19 66.

Virginia D. Andrews RECORDER
By Evelyn Nelson, Deputy

[illegible])
)ss
[illegible])

A F F I D A V I T

Comes now Louis McDonald who, being of lawful age and upon his oath states that he is the owner of property north of Iron Gates Village and the subject of the petition for the extention of the boundaries of the Village of Iron Gates and states that if and when such property is sub-divided for the sale of lots that he personally will finance the opening, grading, and gravelling of streets in said development all to the cost of himself and not at the cost of the Village of Iron Gates.

Louis McDonald

Subscribed and sworn to before me this 14th day of November, 1958.

Rebecca McCune
Notary Public

My commission expires: July 31, 1960.

FORM NO. 16-CLASS E DEMAREE STATIONERY CO., !U8 Walnut, Kansas City, Mo.

Quit - Claim Deed

U. 1L 3nbrn#nrr, Made on the 17th day of June A. D., One
Thousand Nine Hundred and Sixty-four by and between
Hugh R. Watson and Mae
Wat'son,, husband and wife
of the County of Jasper , State of Missouri part i e s of the first part, and
Village of Iron Gat,e,s,, Incorporated, Joplin, Missouri
of the County of Jasper , State of Ni.s.sourz part y of the second part,
WITNESSETH, that the said part .is e s of the first part, in consideration of the sum o f
Three-hundred sixty dollars and fifty cents
DOLLARS,
to them paid by the said part y of the second part (the receipt of which is hereby acknowledged)
do by these presents REMISE, RELEASE and FOREVER QUIT CLAIM unto the said part y
of the second part, the following described lots, tracts or parcels of land, lying, being and situate in the
County of s asper and State of Missouri , to-wit: All of Lots
numbered Five (5), Six ;(6;), Seven (7) and Eitht (8) in U. O. Witm.er4 s
Sub-Division of Highland Park in Section 17, Township 27, Hange 33,,
in Jasper County, Missouri..
This property to be used as a public playground for the ohildrenof
Village of Iron Gates., Inc.,.
TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurte-
nances thereto belonging, unto the said party of the second part and unto its heirs and
assigns forever; so that neither the said parties o f the first part nor their heirs nor any other
person or persons, for them or in their 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.
IN WITNESS WHEREOF, the said part ie s of the first part have
hand s and seal s the day and year above written.
hereunto set
,their
al)
Signed, Sealed and Delivered in Presence of~ (Seal)
(Seal)
(Seal)

MISSOURI ACKNOWLEDGMENT-UNMARRIED PERSON
STATE OF
COUNTY OF--
before me,
ea.
On this. -day of_ 19
-.-A Notary Public, personally appeared
to me known to be the person described in and who executed the foregoing instrument, and acknowledges that- -
executed the same as free act and deed. And the said-_____.-.__r further declare _ _.-to be single and unmarried.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seat at my
office in ._ the day and year last above written.
My term expires_ - 19 Notary Public in and for said County and State.
MISSOURI ACKNOWLEDGMENT-MAN AND WIFE
IN TESTIMONY_THEREO I.
office in_
STATE OF Missouri
COUNTY OF Jas ID P_'
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Q.
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IN THE RECORDER'S OFFICE
It.
1, Virginia D . Andrews Recorder of said County, do hereby certify that the within
instrument 9f6writing was, at o'clock an nutea_ A - _.M., on the 27th day of Mt 51
A. D., 19__ 6 duly filed for record in my office, and is recorded in the records of this office, in book 107- at pa 587
, e, M' ourj
IN WITNESS WHEREOF, I have hereunto act my hand and affixed my official seal at ' rthA 9
this 1st day of.
me known to be the persons described in and who
k same as their free act and deed.
s~lal_ A- D., 19_x.
and
executed the foregoing instrument, and acknowledged that they
have hereunto set my band and affixed my official seal at my
s,-- K" 'l-L the day and year last above written.
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ary Public in and for said unty and State.
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hvcri' ed { r.` s "orn to before me th i 3 14th

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of the County of Jasper , *State of* Missouri *part* ies *of the first part, and*

Village of Iron Gates, Incorporated, Joplin, Missouri

of the County of Jasper , *State of* Missouri *part* y *of the second part,*

WITNESSETH, that the said part ies *of the first part, in consideration of the sum of*

Three-hundred sixty dollars and fifty cents *DOLLARS,*

to them *paid by the said part* y *of the second part (the receipt of which is hereby acknowledged) do by these presents REMISE, RELEASE and FOREVER QUIT CLAIM unto the said part* y *of the second part, the following described lots, tracts or parcels of land, lying, being and situate in the County of* Jasper *and State of* Missouri , *to-wit:* All of Lots numbered Five (5), Six (6), Seven (7) and Eitht (8) in D. O. Witmer's Sub-Division of Highland Park in Section 17, Township 27, Range 33, in Jasper County, Missouri.

~~This property to be used as a public playground for the children of Village of Iron Gates, Inc.~~

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said party of the second part and unto its *heirs and assigns forever; so that neither the said parties of the first part nor* their *heirs nor any other person or persons, for* them *or in* their *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.*

IN WITNESS WHEREOF, the said part ies *of the first part have hereunto set* their *hand* s *and seal* s *the day and year above written.*

Hugh R. Watson (Seal)

Signed, Sealed and Delivered in Presence of Mae Watson (Seal)

_____ (Seal)

_____ (Seal)

COUNCIL BILL NO. 95-256 **ORDINANCE NO. 95-**183

AN ORDINANCE accepting the conveyance of certain land from the Village of Iron Gates, Missouri; and containing an emergency clause.

WHEREAS, the Village of Iron Gates and the City of Joplin, Missouri, have consolidated into a new City of Joplin, Missouri, effective November 30, 1995, at midnight; and,

WHEREAS, the Village of Iron Gates has conveyed certain real property to the new consolidated City of Joplin, Missouri, to be effective November 30, 1995, at midnight.

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Section 2. That this Ordinance dealing generally with public property, is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and