

**RESOLUTION NO. R-14-77**

**A RESOLUTION ACCEPTING PERMANENT DRAINAGE EASEMENTS FROM CERTAIN PROPERTY OWNERS IN CONJUNCTION WITH THE NORTHEAST 70<sup>TH</sup> TERRACE AND NORTH HOLMES STREET STORM DRAIN IMPROVEMENT PROJECT.**

**WHEREAS;** Permanent Drainage Easements from certain property owners are necessary for the City to construct public improvements in conjunction with the NE 70<sup>th</sup> Terrace and North Holmes Street Storm Drain Improvement Project (CP1332); and

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI AS FOLLOWS:**

**THAT,** the Permanent Drainage Easement from a property owner attached hereto as Exhibit "D" is hereby accepted. The easement exhibit labeling is a continuation of the easements submitted and accepted under resolution R-14-72.

**Standard Drainage Easement**

"D" – Darwin and Debra J. Dupree, H&W

7037 North Holmes Street

**FURTHER THAT,** the City Manager of the City of Gladstone is hereby authorized to execute and undertake and perform on behalf of the City of Gladstone, Missouri, the obligations and undertakings set forth in said conveyances; and

**FURTHER THAT,** the City Clerk is hereby directed to record said Permanent Drainage Easement in the Office of the Recorder of Deeds, Clay County, Missouri.

**INTRODUCED, READ, PASSED, SIGNED, AND MADE EFFECTIVE BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 10<sup>th</sup> DAY OF NOVEMBER 2014.**

  
\_\_\_\_\_  
J. Brian Hill, Mayor

ATTEST:

  
\_\_\_\_\_  
Ruth E. Bocchino, City Clerk



***Department of Public Works  
Memorandum***

**DATE:** November 5, 2014  
**TO:** Kirk L. Davis, City Manager  
**FROM:** Timothy A. Nebergall, Director of Public Works *TAN*  
**RE:** NE 70<sup>th</sup> Terrace and N. Holmes Street Storm Drain Improvements  
Project No. CO1332

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Staff requests that the following easement be submitted to the City Council for acceptance. The easement exhibit labeling is a continuation of the easements submitted and accepted under resolution R-14-72.

Standard Drainage Easements

“D” – Darwin and Debra J. Dupree, H&W

7037 N. Holmes Street

This is the last easement necessary to complete this project. If you have any questions, please contact me.

*R-14-77*



Recording Date/Time: 11/25/2014 at 09:38:01 AM

Instr #: 2014034458

Book: 7402 Page: 110

Type: EASE

Pages: 4

Fee: \$33.00 S 20140027069



Jay Lawson  
Recorder of Deeds

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(Space above reserved for Recorder of Deeds certification)

1. **Title:** Standard Drainage Easement
2. **Date:** 11-14-14
3. **Grantors:** Darwin and Debra J. Dupree, h&w
4. **Grantee (s):** City of Gladstone, Missouri
5. **Mailing Address:** 7010 N. Holmes; Gladstone, MO 64118
6. **Reference Book & Page:** N/A
7. *Legal description on next page*

same

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STANDARD DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Darwin and Debra J. Dupree, h&w  
(NAME )  
7037 N. Holmes, Gladstone, MO 64118  
(ADDRESS)

of Gladstone, Clay County, Missouri hereinafter called the **GRANTOR**, for and in consideration of One Dollar (\$1.00) and the advantages to be gained from the existence of the facilities and appurtenances through the lands hereafter described, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the CITY OF GLADSTONE, a municipal corporation of the State of Missouri, hereafter called **GRANTEE**, an easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of any open drainageway, storm drainage structure, and any and all appurtenances incidental thereto over, under and through the following described tract of land lying, being and situated in the City of Gladstone, Clay County, Missouri, to-wit:

A STRIP OF LAND BEING ALL THAT PART OF RESURVEY OF PART OF LOTS 7, 8 AND 9, BLOCK 14, LINDEN, A SUBDIVISION IN GLADSTONE, CLAY COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF RESURVEY, ALSO BEING A POINT ON THE CENTERLINE OF A VACATED 15.00 FEET WIDE ALLEY LYING NORTH OF LOT 11, LINDEN, A SUBDIVISION IN SAID CITY, COUNTY AND STATE; THENCE N89°34'28"W ALONG SAID CENTERLINE AND THE SOUTH LINE OF SAID RESURVEY, A DISTANCE OF 10.00 FEET; THENCE N00°31'16"W, PARALLEL WITH THE EAST LINE OF SAID RESURVEY, A DISTANCE OF 15.05 FEET; THENCE S89°34'28"E, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 10.00 FEET; THENCE S00°31'16"E ALONG THE EAST LINE OF SAID RESURVEY, A DISTANCE OF 15.05 FEET TO THE POINT OF BEGINNING.

CONTAINS 151 SQUARE FEET, MORE OR LESS.

**TO HAVE AND TO HOLD** to same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the **GRANTEE**, its successors and assigns for so long as said use shall continue, the **GRANTOR** hereby covenanting for their heirs and successors and assigns unto the **GRANTEE**, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions (except sidewalks, roadways, pavement, or curbs) which will interfere with the **GRANTEE** in excavating upon said land for the purpose of laying, constructing, reconstructing, operating, repairing, and maintaining said facilities and appurtenances; and no excavation or fill shall be made and no other operations of any kind or

nature shall be performed or authorized by the **GRANTOR** to be performed which will reduce or increase the earth coverage in such manner and to such extent so as to interfere with, or jeopardize or threaten the normal and proper operation and maintenance of said facilities and appurtenances, said facilities at all times to be laid and constructed at a proper depth below any pavement or street surfacing laid out or established at any time along, upon, or over said easement or any portion thereof, and the **GRANTEE** will repair any damage to fences, pavement, curb or sod in any way arising in connection with the laying, constructing, and repairing of said facilities and appurtenances. By granting this easement, same shall not be considered or construed as prohibiting the **GRANTOR** in the developing of any adjoining property from the laying out, establishing and the constructing of pavement surfacing of roadways, curbing and gutters along, upon, over or across said easement or any portion thereof.

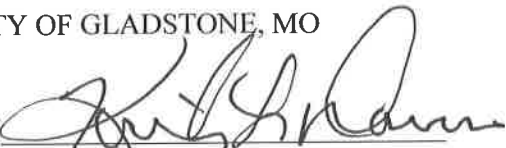
2. The right of **GRANTEE**, its agents, servants, employees, or independent contractor to go upon said land, and so much of the **GRANTOR'S** adjoining land as may be reasonably necessary, at any time to excavate or perform other operations for the purpose of laying, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said facilities and all appurtenances incidental thereto.

3. That they are lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that they forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.

IN WITNESS WHEREOF, said Grantors do hereunto set their hands and subscribed their names to the foregoing, this 7 day of October, 2014.

CITY OF GLADSTONE, MO

BY

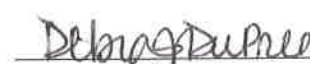
  
Kirk D. Davis, City Manager

GRANTORS:

  
Darwin Dupree

ATTEST:

  
Ruth Bocchino, City Clerk

  
Debra J. Dupree



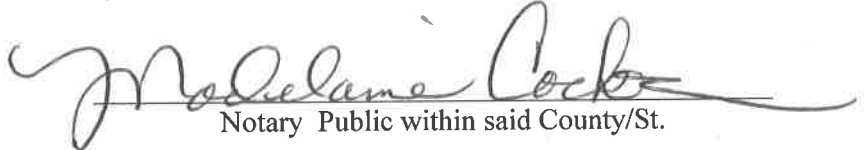
GRANTOR'S ACKNOWLEDGMENT

STATE OF mo )  
 ) ss.

COUNTY OF Clay )

On this 7 day of October, 2014, before me, the undersigned Notary Public, personally appeared Darwin and Debra J. Dupree, h&w, to me known to be the persons described herein and whom executed the foregoing instrument and acknowledged that they executed the same as their free act and deed. And the said Darwin and Debra J. Dupree, h&w further declare themselves to be married.

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

  
Notary Public within said County/St.

My commission expires June 9, 2018

MADELAINE COCKRUM Notary Public - Notary Seal STATE OF MISSOURI Clay County My Commission Expires: June 09, 2018 Commission #14893651
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GRANTEE'S ACKNOWLEDGMENT

On this 14 day of November, 2014, before me, this undersigned Notary Public, personally appeared Kirk L. Davis, to me personally known, who being by me duly sworn, did say that (s)he is the City Manager of the City of Gladstone, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of it City Council, and said City Manager acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Clay County, Missouri, the day and year last above written.

Pamela Dee Smitka  
Notary Public Within Said County/St.

My commission expires: 8/2/18

