

RESOLUTION NO. R-14-78

A RESOLUTION ACCEPTING TEMPORARY CONSTRUCTION EASEMENTS AND SANITARY SEWER EASEMENTS FROM CERTAIN PROPERTY OWNERS IN CONJUNCTION WITH THE NORTHEAST 58TH TERRACE AND NORTH HOWARD SANITARY SEWER IMPROVEMENT PROJECT.

WHEREAS; Temporary Construction Easements and Sanitary Sewer Easements from certain property owners are necessary for the City to construct public improvements in conjunction with the Northeast 58th Terrace and North Howard Sanitary Sewer Improvement Project (SB1291);

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

THAT, Sanitary Sewer Easements from property owners attached hereto as Exhibits "I" through "J" are hereby accepted. The easement exhibit labeling is a continuation of the easements submitted and accepted under resolution R-14-27.

Sanitary Sewer Easements

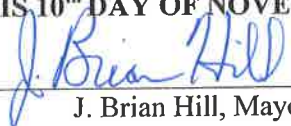
"I" – Lenard L. Staton
"J" – Connie Sue Armstrong,
Trustee of the Nininger Family Trust Agreement
dated November 25, 2003

2206 NE 58th Terrace
5813 N. Howard Avenue

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;


FURTHER THAT, the City Clerk is hereby directed to record said Sanitary Sewer Easements 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 10th 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 58th Terrace and N. Howard Sanitary Sewer Improvement Project
Project No. SB1291

Staff requests that the following Sanitary Sewer Easements be submitted to the City Council for acceptance. The easement exhibit labeling is a continuation of the easements submitted and accepted under resolution R-14-27.

Sanitary Sewer Easements

"I" – Lenard L. Staton	2206 NE 58 th Terrace
"J" – Connie Sue Armstrong, Trustee of the Nininger Family Trust Agreement dated November 25, 2003	5813 N. Howard Avenue

These are the last easements necessary to complete this project. If you have any questions, please contact me.

R-14-78



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

Instr #: 2014034457

Book: 7402 Page: 109

Type: EASE

Pages: 4

Fee: \$33.00 S 20140027069



Jay Lawson
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Sanitary Sewer Easement
2. **Date:** 11-14-14
3. **Grantor:** Lenard L. Staton
4. **Grantee (s):** City of Gladstone, Missouri
5. **Mailing Address:** 7010 N. Holmes; Gladstone, MO 64118
6. **Legal Description:**

The north 15 feet of Lot 4, Block 2, Englewood North, a subdivision of land in Gladstone, MO, Clay County

7. **Reference Book & Page:** N/A

STANDARD EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Lenard L. Staton
(NAME)

2206 NE 58th Ter
(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:

The north 15 feet of Lot 4, Block 2, Englewood North, a subdivision of land in Gladstone, MO, Clay County

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 her 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.

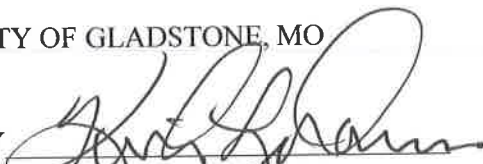
3. That _____ he _____ is lawfully seized and possessed of the real estate above described, that he _____ has a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that he forever warrant 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 _____ his _____ hand and subscribed _____ his _____ name to the foregoing, this 30th day of September, 2014.

CITY OF GLADSTONE, MO

GRANTORS:

BY


Kirk L. Davis, City Manager


Lenard L. Staton

ATTEST:


Ruth Bocchino, City Clerk



GRANTOR'S ACKNOWLEDGMENT

STATE OF Mo)
COUNTY OF Clay) ss.

On this 30th day of September, 2014, before me, the undersigned Notary Public, personally appeared Lenard L. Staton, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed. And the said Lenard L. Staton further declares himself to be unmarried.

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 3/25/2016

Jennifer L. Sprink
Notary Public - Notary Seal
Clay County, State of Missouri
My Commission Expires 3/25/2016
12319212

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 Smith

Notary Public Within Said County/St.

My commission expires: 8/2/18.



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

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Book: 7402 Page: 108

Type: EASE

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Jay Lawson
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Sanitary Sewer Easement
2. **Date:** 11-14-14
3. **Grantor:** Connie Sue Armstrong, Trustee of the Nininger Family Trust Agreement, dated November 25, 2003
4. **Grantee (s):** City of Gladstone, Missouri
5. **Mailing Address:** 7010 N. Holmes; Gladstone, MO 64118
6. **Legal Description:**

The East 15 feet of Lot 9, Block 2, Englewood North, a subdivision of land in Gladstone, MO, Clay County

7. **Reference Book & Page:** N/A

RL GE ATTN: RUTH

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 as trustee of the Nininger Family Trust Agreement, dated November 25, 2003 is lawfully seized and possessed of the real estate above described, that she has 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 she 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 her hand and subscribed her names to the foregoing, this 23 day of September, 2014.

CITY OF GLADSTONE, MO

BY

Kirk L. Davis
Kirk L. Davis, City Manager

GRANTORS:

Connie Sue Armstrong, Trustee
Connie Sue Armstrong, Trustee
The Nininger Family Trust Agreement, dated
November 25, 2003

ATTEST:

Ruth E. Bocchino
Ruth Bocchino, City Clerk

GRANTOR'S ACKNOWLEDGMENT

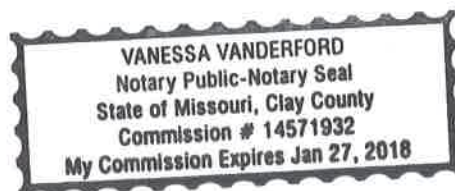
STATE OF Missouri)
) ss.
COUNTY OF Clay)

On this 23 day of September, 2014, before me, the undersigned Notary Public, personally appeared Connie Sue Armstrong, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed. Connie Sue Armstrong, further declared that she is the Trustee of the Nininger Family Trust Agreement, dated November 25, 2003, and that she is authorized to act on behalf of the trust.

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.

Vanessa Vanderford Clay/Missouri
Notary Public within said County/St.

My commission expires 1-27-2018



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 its 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

