

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE PERMANENT EASEMENTS TO KANSAS CITY, MISSOURI FOR WASTEWATER IMPROVEMENTS AND APPURTENANCES WITHIN HOBBY HILL PARK AND HAPPY ROCK PARK.

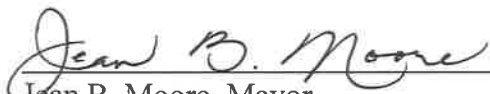
Legislative Findings

1. 9.321 acres of Hobby Hill Park are located in Kansas City, Missouri; and
2. Kansas City, Missouri has agreed to de-annex the 9.321 acres to Gladstone and has requested that Gladstone grant it a permanent easement, a copy of which is attached hereto and incorporated herein, as attachment No. 1, for wastewater improvements and appurtenances over a portion of this acreage; and
3. 27.965 acres of Happy Rock Park East are located in Kansas City, Missouri; and
4. Kansas City, Missouri has agreed to de-annex the 27.965 acres to Gladstone and has requested that Gladstone grant it a permanent easement, a copy of which is attached hereto and incorporated herein, as attachment No. 2, for wastewater improvements and appurtenances over portions of this acreage; and
5. The Gladstone City Council finds that it is in the best interests of the citizens of Gladstone that such easements be granted to Kansas City, Missouri in consideration of the de-annexation of the tracts of land owned by Gladstone but located in Kansas City, Missouri.

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

THAT, the City Manager of the City of Gladstone, Missouri is hereby authorized to execute the two (2) attached Permanent Easements to Kansas City, Missouri for wastewater improvements and appurtenances.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 24TH DAY OF MARCH 2014.


Jean B. Moore, Mayor

ATTEST:


Cathy Swenson, City Clerk

1st Reading: March 24, 2014

2nd Reading: March 24, 2014



All-America City

Gladstone



2008

OFFICE OF THE CITY COUNSELOR

TO: MAYOR JEAN MOORE
MAYOR PRO TEM BRIAN HILL
COUNCILMEMBER CAROL SUTER
COUNCILMAN BILL GARNOS
COUNCILMAN GARY MARKENSON
CITY MANAGER KIRK DAVIS

FROM: CITY COUNSELOR RANDALL THOMPSON

RE: EASEMENTS TO THE CITY OF KANSAS CITY, MO

DATE: MARCH 24, 2014

Kansas City staff approached Gladstone staff about de-annexing those portions of Hobby Hill Park and Happy Rock Park East located in Kansas City to Gladstone. Kansas City's staff has asked that Gladstone execute permanent wastewater improvement easements to Kansas City over portions of the land to be de-annexed. Kansas City staff has asked that we approve the easements before they de-annex the property.

Once the deannexation/annexation process is complete Gladstone will no longer be subject to Kansas City's stormwater run-off ordinance and charges therefrom.

We will ask Kansas City to immediately process their de-annexation so that we can pass our annexation ordinance in the near future. There are no factual obstacles to the de-annexation/annexation ordinances but Kansas City must de-annex before we can annex.

Please contact me with any questions you may have. Thank you.

**P.O. BOX 10719
GLADSTONE, MISSOURI 64188-0719**

**7010 NORTH HOLMES
GLADSTONE, MISSOURI 64118-2646**

**816-436-2200
816-436-2228 FAX**

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Permanent Easement for Wastewater Improvements and Appurtenances
2. **Date:** March 24, 2014
3. **Grantor (s):** City of Gladstone, Missouri
4. **Grantee (s):** Kansas City, a Missouri Municipal Corporation
5. **Mailing Address:** Water Services Department Systems Engineering, c/o Right-of Way Agent, 4800 E. 63th Street, Kansas City, Missouri, 64130
6. **Legal Description:** Please see attachment

7. **Reference Book & Page:**

A description of a strip of land 25 feet wide for a permanent easement for sewer purposes, located in all that part of the South 35.5 acres of the West half of the Northwest Quarter of Section 14, Township 51 North, Range 33 West of the Fifth Principal Meridian, of property conveyed to the City of Gladstone by recorded document C95261 in Book 1140 at Page 420 on February 1, 1974, partly in Kansas City and partly in Gladstone, all in Clay County, Missouri; aforesaid strip of land lying 12.5 feet on each side of the following described centerlines:

Commencing at the Northeast corner of the South 35.5 acres of said recorded document;

Then N 89° 29' 26" W, along and with the North line of said South 35.5 acres, a distance of 819.89 feet to the POINT OF BEGINNING;

Then S 01° 11' 55" E, a distance of 6.97 feet;

Then S 14° 33' 37" W, a distance of 149.84 feet;

Then S 13° 47' 50" E, a distance of 240.18 feet to a point herein referred to as Point "A";

Then S 00° 00' 00" E, a distance of 12.5 feet to the POINT OF TERMINATION of said centerline.

The outer limits of said strip of land are to be shortened or lengthened as necessary to terminate on grantor's property lines.

And

Commencing at the Northeast corner of the South 35.5 acres of said recorded document;

Then S 00° 25' 24" W, along and with the East line of the West Half of the Northwest Quarter, a distance of 121.68 feet to the POINT OF BEGINNING;

Then S 47° 12' 44" W, a distance of 40.32 feet;

Then S 89° 51' 50" W, a distance of 500.52 feet;

Then S 00° 42' 42" E, a distance of 119.98 feet;

Then S 68° 17' 25" W, a distance of 291.24 feet to Point "A", said Point "A" is the POINT OF TERMINATION of said centerline;

The outer limits of said strip of land are to be shortened or lengthened as necessary to terminate on grantor's property lines.

Subject to easements, restrictions, reservations, and covenants now of record, if any;

Containing 33733.9 sq. ft. or 0.7744 acres, more or less;

Together with the right of ingress to and egress from the described land and contiguous land owned by GRANTOR.

Project No. 60810000
SEC 14 TW 51 RG 33
City of Gladstone, MO
7010 N. Holmes
Gladstone, MO
64118

**PERMANENT EASEMENT
FOR
WASTEWATER IMPROVEMENTS AND APPURTENANCES**

Let it be known that, The City Of Gladstone, Missouri hereafter called the **GRANTOR**, on this 27th day of March, 2014, for and in consideration of \$1.00, the receipt of which is acknowledged, does grant, remise, release and forever Quit-Claim unto Kansas City, a Missouri Municipal Corporation, whose mailing address is:

**Water Services Department
Systems Engineering
c/o Right-of-way Agent
4800 E. 63rd Street
Kansas City, MO 64130**

and hereafter called the **GRANTEE**, a **Permanent Easement** for the location, construction, reconstruction, maintenance, and repair of wastewater improvements and any appurtenances thereto, over under and through the following described tract of land situated in Kansas City, Clay County, Missouri, to-wit:

A description of a strip of land 25 feet wide for a permanent easement for sewer purposes, located in all that part of the South 35.5 acres of the West half of the Northwest Quarter of Section 14, Township 51 North, Range 33 West of the Fifth Principal Meridian, of property conveyed to the City of Gladstone by recorded document C95261 in Book 1140 at Page 420 on February 1, 1974, partly in Kansas City and

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The outer limits of said strip of land are to be shortened or lengthened as necessary to terminate on grantor's property lines.

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Commencing at the Northeast corner of the South 35.5 acres of said recorded document;

Then S 00° 25' 24" W, along and with the East line of the West Half of the Northwest Quarter, a distance of 121.68 feet to the POINT OF BEGINNING;

Then S 47° 12' 44" W, a distance of 40.32 feet;

Then S 89° 51' 50" W, a distance of 500.52 feet;

Then S 00° 42' 42" E, a distance of 119.98 feet;

Then S 68° 17' 25" W, a distance of 291.24 feet to Point "A", said Point "A" is the POINT OF TERMINATION of said centerline;

The outer limits of said strip of land are to be shortened or lengthened as necessary to terminate on grantor's property lines.

Subject to easements, restrictions, reservations, and covenants now of record, if any;

Containing 33733.9 sq. ft. or 0.7744 acres, more or less;

Together with the right of ingress to and egress from the described land and contiguous

land owned by **GRANTOR**.

The **GRANTEE**, its agents, employees or independent contractors shall have the right to go upon the above described tracts of land, for the purpose of constructing, maintaining, and repairing the wastewater improvements and appurtenances thereto, and shall upon completion of such construction, maintenance or repair, cause the land of the **GRANTOR** to be restored to substantially the same condition that existed prior to the **GRANTEE'S** entry upon it.

The **GRANTOR** herein agrees for itself and it's heirs, successors or assigns, that the tract of land over which a permanent wastewater improvement easement is being granted shall be kept free from buildings or any other structures or obstructions (except grass, shrubs, fences, sidewalks, roadways, pavement or curbs) that would interfere with the **GRANTEE** in excavating upon said permanent easement for the purposes of laying, constructing, operating, maintaining or repairing wastewater improvements and any appurtenances incidental thereto.

The **GRANTOR** herein also agrees for itself and for its heirs, successors, or assigns, that the earth cover will not be increased without the written approval of the **GRANTEE'S** Director of Water Services.

These easements shall not be construed to prohibit the **GRANTOR** from developing any adjoining property or from the laying out, establishing and constructing of pavement, surfacing of roadways, curbing and gutters along, upon, over or across said easement or any portion thereof.

GRANTOR further states that it is lawfully seized of title to the land through which said easement is granted, and that it has good and lawful right to convey said easement to the **GRANTEE** herein.

CITY OF GLADSTONE, MISSOURI



Kirk L. Davis
City Manager

ATTEST



Cathy Swenson
City Clerk



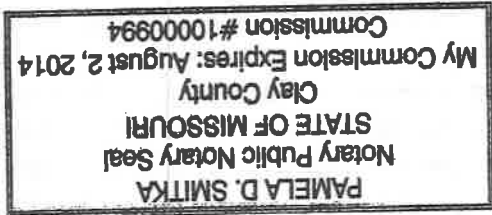
STATE OF MISSOURI)
COUNTY OF CLAY)
ss)

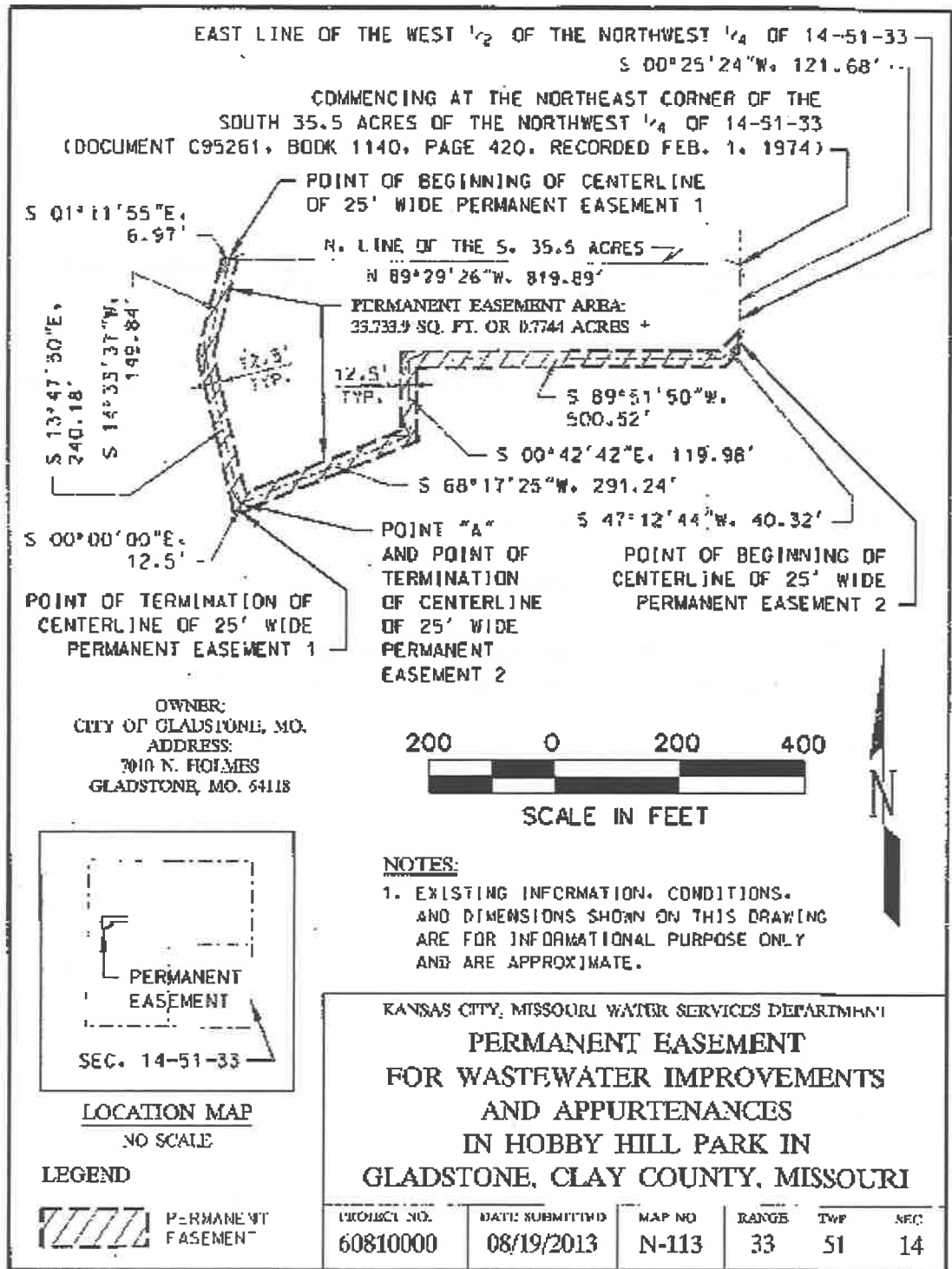
On this 27 day of March 2014 before me appeared Kirk L. Davis, the City Manager of the City of Gladstone, Missouri, who executed the foregoing instrument, and acknowledged that he executed the same as a free act and deed and on behalf of said City.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my official seal, the day and year last above written.

Pamela A. Smith
Notary Public

My Commission expires August 2, 2014





(Space above reserved for Recorder of Deeds certification)

1. Title: Permanent Easement for Wastewater Improvements and Appurtenances

2. Date: March 24, 2014

3. Grantor (s): City of Gladstone, Missouri

4. Grantee (s): Kansas City, a Missouri Municipal Corporation

5. Mailing Address: Water Services Department, Systems
Way Agent, 4800 E. 63th Street, Kansas City, Missouri

6. Legal Description: Please see attachment

ORIG.

7. Reference Book & Page:

A description of Three tracts of land for a permanent easement for sewer purposes, located in all that part of the West Half of the Southwest Quarter of Section 17, Township 51 North, Range 32 West of the Fifth Principal Meridian, in Kansas City, Clay County, Missouri, more particularly described as follows;

TRACT 1

Commencing at the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 17;

Then South $00^{\circ} 44' 13''$ West, along and with the West line of the Southwest Quarter, a distance of 1533.68 feet to the POINT OF BEGINNING;

Then South $78^{\circ} 19' 26''$ East, a distance of 477.36 feet;

Then North $60^{\circ} 34' 47''$ East, a distance of 307.24 feet;

Then North $42^{\circ} 06' 37''$ East, a distance of 204.39 feet to a point on the line established by boundary line agreement, in Book 809, at Page 360;

Then South $29^{\circ} 49' 51''$ East, along and with said boundary agreement line a distance of 31.55 feet;

Then leaving said boundary agreement line, South $42^{\circ} 06' 37''$ West, a distance of 199.49 feet;

Then South $60^{\circ} 34' 47''$ West, a distance of 323.36 feet;

Then North $78^{\circ} 19' 26''$ West, a distance of 252.64 feet;

Then South $28^{\circ} 13' 35''$ West, a distance of 95.82 feet to a point on the centerline of Shoal Creek as established in prior survey by J. Schowe LS-1989;

Then North $63^{\circ} 05' 28''$ West, along and with said centerline of Shoal Creek, a distance of 30.01 feet;

Then leaving said centerline, North $28^{\circ} 13' 35''$ East, a distance of 87.59 feet;

Then North $78^{\circ} 19' 26''$ West, a distance of 198.87 feet to a point on the West line of the Southwest Quarter of the Southwest Quarter of Section 17;

Then North $00^{\circ} 44' 13''$ East, along and with said West line a distance of 30.56 feet to the POINT OF BEGINNING.

And

TRACT 2

Commencing at the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 17;

Then South $00^{\circ} 44' 13''$ West, along and with the West line of the Northwest Quarter of the Southwest Quarter a distance of 25.00 feet to a point on the South line of Northeast 76th Street;

Then South 89° 09' 42" East, along and with the South line of Northeast 76th Street a distance of 68.22 feet to the POINT OF BEGINNING;

Then continuing South 89° 09' 42" East, along and with the South line of Northeast 76th Street, a distance of 30.00 feet;

Then South 00° 19' 52" West, a distance of 159.87 feet;

Then South 19° 38' 40" East, a distance of 306.89 feet;

Then South 77° 56' 17" East, a distance of 380.62 feet;

Then North 77° 25' 10" East, a distance of 159.75 feet;

Then North 02° 21' 06" West, a distance of 130.16 feet;

Then North 79° 39' 48" East, a distance of 24.50 feet;

Then South 01° 39' 42" East, a distance of 160.03 feet;

Then South 77° 25' 10" West, a distance of 165.73 feet;

Then South 10° 58' 41" East, a distance of 242.16 feet to a point on a line established by document C-76261, in Book 1108, at Page 4;

Then South 36° 20' 18" West, along and with said line a distance of 40.81 feet;

Then leaving said line, North 10° 58' 41" West, a distance of 274.49 feet;

Then North 77° 56' 17" West, distance of 390.70 feet;

Then North 19° 38' 40" West, distance of 328.90 feet;

Then North 00° 19' 52" East, distance of 165.42 feet to the South line of Northeast 76th Street and the POINT OF BEGINNING.

And

TRACT 3

Commencing at the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 17;

Then South 00° 44' 13" West, along and with the West line of the Northwest Quarter of the Southwest Quarter a distance of 25.00 feet to a point on the South line of Northeast 76th Street;

Then South 89° 09' 42" East, along and with the South line of Northeast 76th Street, a distance of 83.22 feet;

Then South 00° 19' 52" West, a distance of 162.64 feet;

Then South 19° 38' 40" East, a distance of 317.89 feet;

Then South 77° 56' 17" East, a distance of 392.26 feet;

Then South 10° 58' 41" East, a distance of 414.21 feet to a point on the line established by boundary line agreement, in Book 809, at Page 360, said point is also the POINT OF BEGINNING;

Then South 29° 49' 51" East, along and with said boundary agreement line, a distance of 31.91 feet;

Then leaving said boundary agreement line, North 67° 53' 06" West, a distance of 30.21 feet;

Then North 10° 58' 41" West, a distance of 46.51 feet;

Then South 49° 17' 08" East, a distance of 10.79 feet to a point on said boundary agreement line;

Then South 29° 49' 51" East, along and with said boundary agreement line, a distance of 25.72 feet to the POINT OF BEGINNING.

Subject to easements, restrictions, reservations, and covenants now of record, if any;

Containing 75789.3 sq. ft. or 1.7399 acres, more or less;

Project No. 60810000
SEC 17 TW 51 RG 32
City of Gladstone, MO
7010 N. Holmes
Gladstone, MO
64118

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FOR
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CITY OF GLADSTONE, MISSOURI


Kirk L. Davis
City Manager

ATTEST


Cathy Swenson
City Clerk



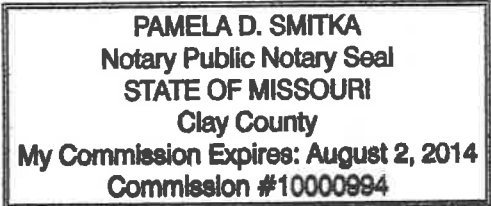
STATE OF MISSOURI)
) ss
COUNTY OF CLAY)

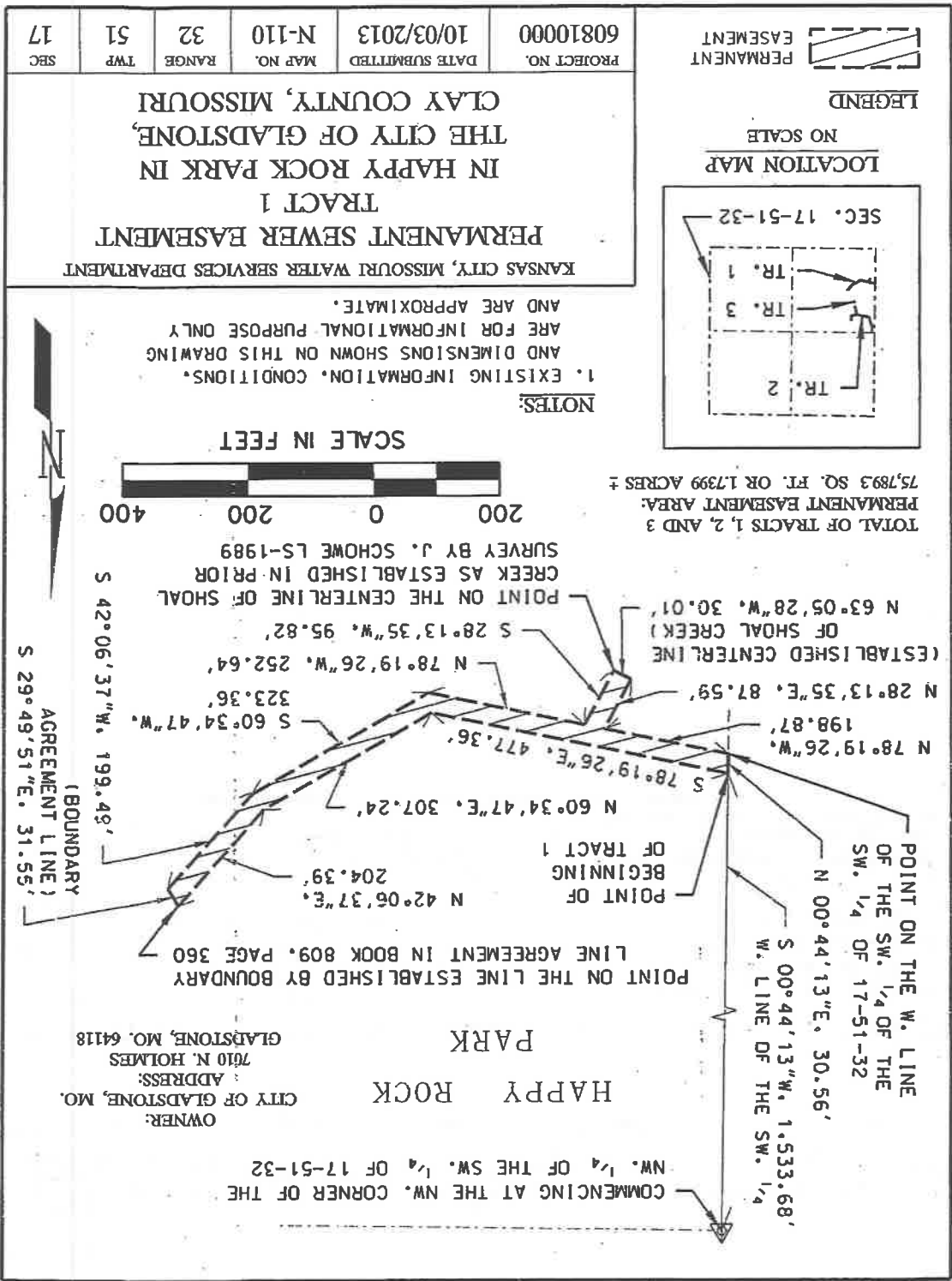
On this 27 day of March 2014 before me appeared **Kirk L. Davis**, the City Manager of the City of Gladstone, Missouri, who executed the foregoing instrument; and acknowledged that he executed the same as a free act and deed and on behalf of said City.

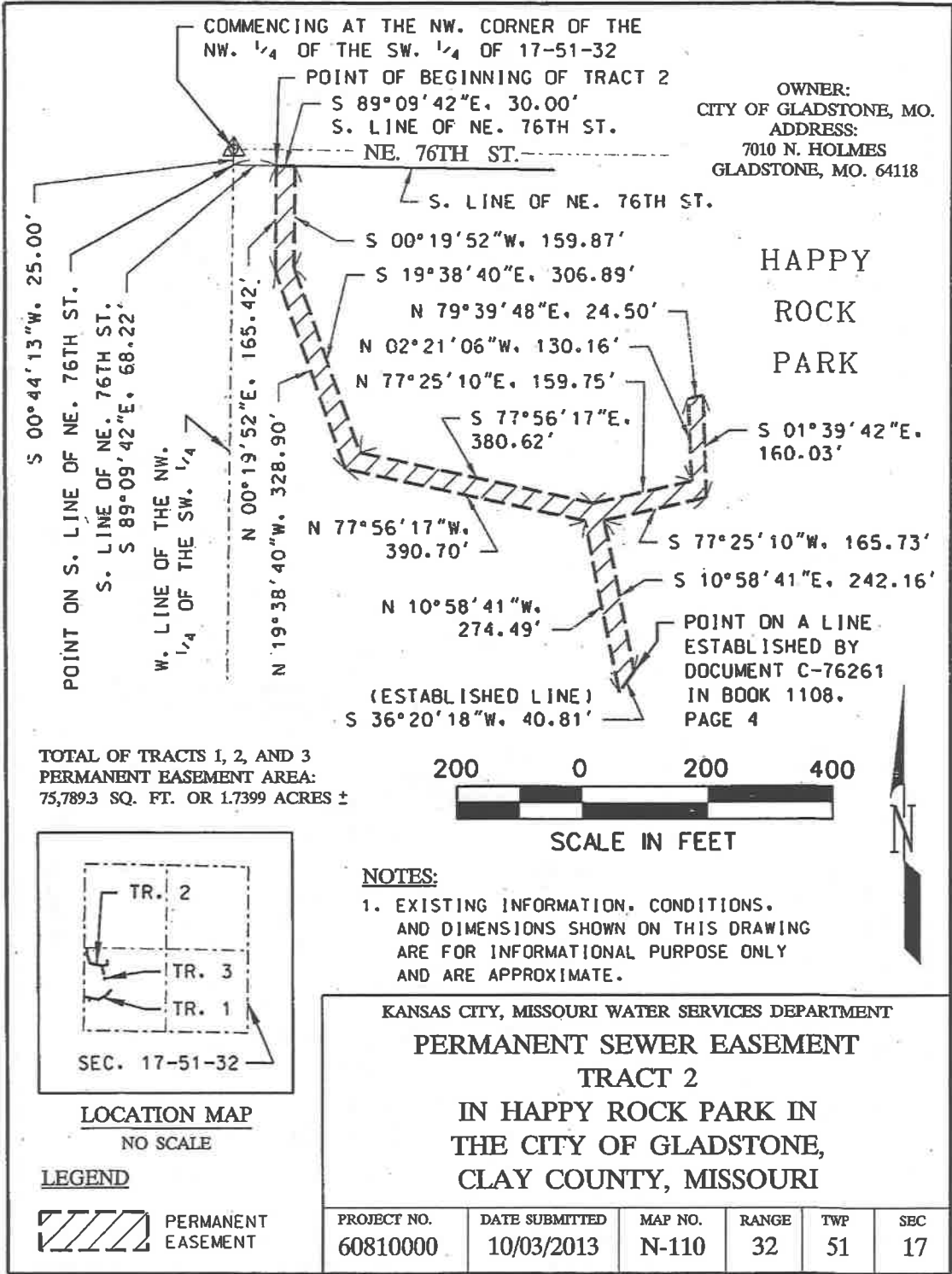
IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my official seal, the day and year last above written.

Pamela D. Smitka
Notary Public

My Commission expires August 2, 2014







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