RESOLUTION NO. R-14-27

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, Temporary Construction Easements and Sanitary Sewer Easements from property owners attached hereto as Exhibits "A" through "L" are hereby accepted.

Temporary Construction Easements

"A" – Jon Fizette	5814 N. Park
"B" – Sally D. Lara	2204 NE 58 th Terrace
"C" – Donald C. & Lois Flinn	5901 N. Howard
"D" – Wilma E. Floberg	5903 N. Howard

Sanitary Sewer Easements

"E" – Sally D. Lara	2204 NE 58 th Terrace
"F" – Veronica Munoz	2202 NE 58 th Terrace
"G" – Donald C. & Lois Flinn	5901 N. Howard
"H" – Wilma E. Floberg	5903 N. Howard

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 Temporary Construction Easements and 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 28th DAY OF APRIL 2014.

J. Brian Hill, Mayor

ATTEST:

Ruth Bocchino, City Clerk



Department of Public Works Memorandum

DATE:

April 23, 2014

TO:

Kirk L. Davis, City Manager

FROM:

Timothy A. Nebergall, Director of Public Works

RE:

NE 58th Terrace and N. Howard Sanitary Sewer Improvement Project

Project No. SB1291

On April 4, 2014, City staff provided a time line of events and a plan to address sanitary sewer issues in the vicinity of NE 58th Terrace and N. Howard. There are nine (9) homes in the area served by a single 4" private sewer main. The main has backed up several times in the past month, therefore, a public main extension to serve these homes is recommended.

In order to construct the project, staff requests that the following Temporary Construction and Sanitary Sewer Easements be submitted to the City Council for acceptance.

Temporary Construction Easements

"A" – Jon Fizette	5814 N. Park
"B" - Sally D. Lara	2204 NE 58th Terrace
"C" - Donald C. & Lois Flinn	5901 N. Howard
"D" – Wilma E. Floberg	5903 N. Howard

Sanitary Sewer Easements

204 NE 58th Terrace
202 NE 58 th Terrace
001 N. Howard
003 N. Howard

Five (5) temporary construction easements and four (4) permanent sanitary sewer easements still need to be acquired. If you have any questions, please contact me at your convenience.

Recording Date/Time: 05/02/2014 at 08:28:09 AM

Instr #: 2014011809

Book: 7293 Page: 166

Type: EASE Pages: 3

Fee: \$30.00 S 20140009281

Jay Lawson

(Space above reserved for Recorder of Deeds certification)

- 1. Title: Temporary Construction Easement
- 2. Date: APRIL 29, 2014
- 3. Grantor (s): Jon Fizette
- 4. Grantee (s): City of Gladstone, Missouri
- 5. Mailing Address: 7010 North Holmes, Gladstone, MO 64118
- 6. Legal Description:

The South 25 feet of Lot 3, Block 2, Englewood North, a subdivision of land in Gladstone, MO, Clay County

Pro	ject	No.	

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRES	ENTS:	
THAT,	Jon Fizette	
	(Name)	
	5814 N Park Ave	
	(Address)	
to be gained from the construction acknowledge, does hereby grant, s	on on and adjacent to the lands her cell, convey and confirm unto the CITY GRANTEE, as temporary easement to	ideration of One Dollar (\$1.00) and the advantages eafter described, the receipt of which is hereby OF GLADSTONE, a municipal corporation of the construct, grade, regrade, or perform any and all
The South 25 feet of Lot 1, I County	3lock 2, Englewood North, a su	bdivision of land in Gladstone, MO, Clay
construction. Upon completion of s and possession of said temporary effect.	aid construction and improvement, GF construction easement and the easem	er appurtenances damaged or removed during RANTOR shall have full free and uninterrupted use tent rights therein shall cease and no longer be in
GRANTOR makes no warranties, ex	·	12011
IN WITNESS WHEREOF the partic 20 CITY OF GLADSTONE	es have hereunto set their names to the GRANTOR:	he foregoing, this 29 day of $APRIL$,
By City Manager KIRK	DAVIS Jon Fizett	
Attest: Rull Boxes	run /	

GRANTOR'S ACKNOWLEDGMENT

Recording Date/Time: 05/02/2014 at 08:28:09 AM

Instr #: 2014011808

Book: 7293 Page: 165

Type: EASE Pages: 4

Fee: \$33.00 S 20140009281



Jay Lawson Recorder of Deed

(Space above reserved for Recorder of Deeds certification)

1. Title: Sanitary Sewer Easement

2. Date: APRIL 29, 2014

3. Grantor: Sally D. Lara

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 5, Block 6, Meadowbrook North, a subdivision of land in Gladstone, MO, Clay County

STANDARD EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT,	Sally D. Lara	
	(NAME)	
	2204 NE 58 th 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 5, Block 6, Meadowbrook 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 she 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 name to the foregoing, this 15 day of APPLL, 2014.
CITY OF GLADSTONE, MO GRANTORS:
City Manager KIRK DAVIS Sally D. Lara
ATTEST: Ruth & cechnic City Clerk RUTH BOCCHINO
GRANTOR'S ACKNOWLEDGMENT
STATE OF MUSOUNG)
COUNTY OF Clause) ss.
On this 5th day of 2014, before me, the undersigned Notary Public, personally appeared Sally D. Lara, 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. And the said Sally D. Lara further declares herself to be unmarried.
INWITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in County, Missouri, the day and year last above written.
Notary Public within said County/St.
Jennifer L. Sprink Notary Public - Notary Seal
My commission expires 25 20 10 . Notary Public Notary Publ

GRANTEE'S ACKNOWLEDGMENT

On this	29							is undersigned	
Notary Publ	lic, person	ally appeared_	Kii	k L. Davis	, to me	personally	known, wh	no being by me	е
duly sworn	, did say	that (s)he is	the City	Manager of	the City of	of Gladstor	ie, Missour	i, a municipa	.1
corporation.	and that 1	the seal affixed	to the for	regoing instru	ment is the	corporate s	seal of the sa	aid corporation	n
and that said	d instrume	ent was signed a	and seale	d in behalf of	said corpo	ration by a	uthority of i	it City Council	,
		r acknowledged							
	.,						•		
IN WITH	ESS WHE	EREOF, I have	e hereunt	to set my hai	nd and aff	fixed my N	lotarial Sea	al at my office	е
in Ma	1.1	County Miss	souri, the	day and year	last above	written.		•	
···	up -		, , , , , ,	aay ama y 2011	^				
	(100)				()	/			
					Pamel	la D. S.	ntlea	/	
							nin Said Cou	unty/St.	
					110001				ii.
		^		7			D CM	ITKA	1
My commis	scion evnir	asil I wallet	2. 21	14		PA	MELA D. SMI	ary Seal	1
Wiy Commis	ssion expir	es:August	0,00	. /	1	Notar	y Public Note	SOURI	1
					1	STA	Clay Coun	tv	1
					1	0433	W. HAROLT	· MITTING -	4
					1	My Commis	sion Expires nmission #1	0000994	
					1	Con	ATTROSION		

Recording Date/Time: 05/02/2014 at 08:28:09 AM

Instr #: 2014011810

Book: 7293

Page: 167

Type: EASE Pages: 3

Fee: \$30.

\$30.00 S 20140009281



(Space above reserved for Recorder of Deeds certification)

- 1. Title: Temporary Construction Easement
- 2. Date: APRIL 29, 2014
- 3. Grantor (s): Sally D. Lara
- 4. Grantee (s): City of Gladstone, Missouri
- 5. Mailing Address: 7010 North Holmes, Gladstone, MO 64118
- 6. Legal Description:

The North 25 feet of Lot 5, Block 6, Meadowbrook North, a subdivision of land in Gladstone, MO, Clay County

Projec	t No.	

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESEN	· 5.
THAT,	Sally D. Lara
	(Name)
	2204 NE 58 th Ter
	(Address)
to be gained from the construction of acknowledge, does hereby grant, sell,	led the GRANTOR , for and in consideration of One Dollar (\$1.00) and the advantages n and adjacent to the lands hereafter described, the receipt of which is hereby convey and confirm unto the CITY OF GLADSTONE, a municipal corporation of the INTEE , as temporary easement to construct, grade, regrade, or perform any and all ss the following described land:
The North 25 feet of Lot 5, Blo	ock 6, Meadowbrook North, a subdivision of land in Gladstone, MO, Clay County
construction. Upon completion of said	y fences, pavement, and/or other appurtenances damaged or removed during construction and improvement, GRANTOR shall have full free and uninterrupted use struction easement and the easement rights therein shall cease and no longer be in
GRANTOR makes no warranties, expre	ssed or implied to GRANTEE.
IN WITNESS WHEREOF the parties have been selected by the parties of the parties o	ave hereunto set their names to the foregoing, this $\frac{29}{4}$ day of $\frac{APPLL}{L}$.
Oity Manager KIRK DA	VIS Sally D. Lara

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI COUNTY OF COUNTY O
On this day of 0011, 2014, before me, the undersigned Notary Public, personally
appeared Sally D. Lara to me known to be the person described in
and who executed the foregoing instrument and acknowledged that she executed the same as her
free act and deed. And the said <u>Sally D. Lara</u> further declared <u>herself</u> to be unmarried.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Notarial Seal at my office in County, Missouri, the day and year last above written.
My commission expires 3 25 Notary Public Within Sale County and State
My commission expires 3 25 My commission expires 3/25/2016 Notary Public Within Said County and State Clay County, State of Missouri My Commssion Expires 3/25/2016
12319212

On this 29 day of
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in
County, Missouri, the day and year last above written.
Pamele D. Antika
My Commission expires Wignet 2, 2014. Notary Public Within Said County and State
PAMELA D. SMITKA
Notary Public Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: August 2, 2014
Commission #10000994

Recording Date/Time: 05/02/2014 at 08:28:09 AM

Instr #: 2014011803

Book: 7293

Page: 160

Type: EASE Pages: 4

Fee:

\$33.00 S 20140009281



(Space above reserved for Recorder of Deeds certification)

- 1. Title: Sanitary Sewer Easement
- 2. Date: APRIL 29,2014
- 3. Grantors: Donald C. & Lois. E. Flinn, H&W
- 4. Grantee (s): City of Gladstone, Missouri
- 5. Mailing Address: 7010 N. Holmes; Gladstone, MO 64118
- 6. Legal Description:

RE- SE

The East 15 feet of Lot 20, Block 6, Englewood North, a subdivision of land in Gladstone, MO, Clay County

STANDARD DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

тнат,	Donald C. & Lois. E. Flinn, H&W	
	5901 N. Howard Ave	

of Gladstone, Clay County, MO 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 East 15 feet of Lot 20, Block 6, 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 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.

land, and so much of the GRANTOR'S adjoining land as may be excavate or perform other operations for the purpose of laying, co removing, replacing, repairing, or maintaining said facilities and all appropriate the purpose of laying and al	reasonably necessary, at any time to nstructing, reconstructing, operating,
3. That they are lawfully seized and possessed of the real enthey have a good and lawful right to convey the same; done or suffered by them which would interfere with the rights granted warrant and defend the title thereto against the lawful claims of all affiliated.	that it is free from all encumbrances I hereunder; and that they forever
IN WITNESS WHEREOF, said Grantors do hereunto set their names to the foregoing, this 10 day of APPIL, 2014.	hand and subscribedtheir
CITY OF GLADSTONE, MO BY City Manager KIRK DAVIS GRANTORS: Donald C. FI	JO + Mms
ATTEST: Prote Beechino Lois. E. Fline	E Flinn
GRANTOR'S ACKNOWLEDGMEN	Τ
STATE OF MISSOURI) ss. COUNTY OF	be the persons described herein and xecuted the same as their free act and
IN WITNESS WHEREOF, I have hereunto set my hand and affixed a County, Missouri, the day and year last above Notary Pub	
Clay	Jennifer L. Sprink tary Public - Notary Seal County, State of Missouri ommssion Expires 3/25/2016 12319212

GRANTEE'S ACKNOWLEDGMENT

On this day of april , 20/4, before me, this undersigned
Notary Public, personally appeared Kirk L. Davis, to me personally known, who being by m
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.
and said City Manager acknowledged said histrament to be the nee act and deed of said corporation.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my offic in County, Missouri, the day and year last above written.
in County, Missouri, the day and year last above written.
Pamela D. Smetka
My commission expires: Quest 2, 2014 Notary Public Within Said County/St.

PAMELA D. SMITKA Notary Public Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: August 2, 2014
Commission #10000994

Recording Date/Time: 05/02/2014 at 08:28:09 AM

Instr #: 2014011806

Book: 7293

Page: 163

Type: EASE Pages: 3

Fee:

\$30.00 S 20140009281



(Space above reserved for Recorder of Deeds certification)

- 1. Title: Temporary Construction Easement
- 2. Date: APRIL 29, 2014
- 3. Grantor (s): Donald C. & Lois. E. Flinn, H&W
- 4. Grantee (s): City of Gladstone, Missouri
- 5. Mailing Address: 7010 N. Holmes, Gladstone, MO 64118
- 6. Legal Description:

The East 25 feet of Lot 20, Block 6, Englewood North, a subdivision of land in Gladstone, MO, Clay County

Project No.	
Tract	

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL	MEN BY THESE P	RESENTS:					
TH	IAT,	D	onald C. & Lo		&W		
			(Names)				
				Howard Ave			_
advantages hereby ack the State o	s to be gained from	om the constructeby grant, sell, ofter called GRAN	tion on and acconvey and cor TEE, as tempor	ORS, for and diacent to the offirm unto the carry easemen	lands hereafte	r described, the DSTONE, a mun	ar (\$1.00) and the receipt of which is icipal corporation of perform any and all
The East County	25 feet of Lot	20, Block 6,	Englewood	North, a st	abdivision of	land in Glad	stone, MO, Clay
constructio	n. Upon completi	on of said constr	ruction and imp	rovement, GI	RANTORS shall	have full free ar	or removed during nd uninterrupted use and no longer be in
GRANTOR	S make no warra	nties, expressed	or implied to G	RANTEE.			
IN WITHE	SS WHEREOF	the parties	have hereun	to set thei	names to	the foregoing,	this 29 day
CITY OF G	City Manager	KIRK DAVI	S	GRANTOF Donald C.	J WER	3h	m
Attest:	Ruyn B	RUTH BOCCH	INO	Lois E. Flir	<i></i>	Hinn	

GRANTORS' ACKNOWLEDGMENT

STATE OF MISSOURI COUNTY OF ss.
On this
County, Missouri, the day and year last above written. Notary Public Within Said County and State
My commission expires 25 2014. Clay County, State of Missouri My Commssion Expires 3/25/2016
GRANTEE'S ACKNOWLEDGMENT
On this
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in
County, Missouri, the day and year last above written. Pamela J. Smitka
My Commission expires 4, 2014.

Recording Date/Time: 05/02/2014 at 08:28:09 AM

Instr #: 2014011805

Book: 7293 Page: 162

Type: EASE Pages: 3

Fee: \$30.00 S 20140009281

Jay Lawson

Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

- 1. Title: Temporary Construction Easement
- 2. Date: APRIL 29, 2014
- 3. Grantor (s): Wilma E. Floberg
- 4. Grantee (s): City of Gladstone, Missouri
- 5. Mailing Address: 7010 North Holmes, Gladstone, MO 64118
- 6. Legal Description:

The East 25 feet of Lot 19, Block 6, Englewood North, a subdivision of land in Gladstone, MO, Clay County

Projec	t No.	200

TEMPORARY CONSTRUCTION EASEMENT

Wilma E. Floberg (Name) 5903 N Howard Ave (Address) of Clay County, Missouri, hereinafter called the GRANTOR, for and in consideration of One Dollar (\$1.00) and the advantage to be gained from the construction on and adjacent to the lands hereafter described, the receipt of which is here acknowledge, does hereby grant, sell, convey and confirm unto the CITY OF GLADSTONE, a municipal corporation of the State of Missouri, hereafter called GRANTEE, as temporary easement to construct, grade, regrade, or perform any and other related necessary work on or across the following described land: The East 25 feet of Lot 19, Block 6, Englewood North, a subdivision of land in Gladstone, MO, Clade County
of Clay County, Missouri, hereinafter called the GRANTOR , for and in consideration of One Dollar (\$1.00) and the advantage to be gained from the construction on and adjacent to the lands hereafter described, the receipt of which is here acknowledge, does hereby grant, sell, convey and confirm unto the CITY OF GLADSTONE, a municipal corporation of the State of Missouri, hereafter called GRANTEE , as temporary easement to construct, grade, regrade, or perform any and other related necessary work on or across the following described land: The East 25 feet of Lot 19, Block 6, Englewood North, a subdivision of land in Gladstone, MO, Cla
of Clay County, Missouri, hereinafter called the GRANTOR , for and in consideration of One Dollar (\$1.00) and the advantage to be gained from the construction on and adjacent to the lands hereafter described, the receipt of which is here acknowledge, does hereby grant, sell, convey and confirm unto the CITY OF GLADSTONE, a municipal corporation of the State of Missouri, hereafter called GRANTEE , as temporary easement to construct, grade, regrade, or perform any and other related necessary work on or across the following described land: The East 25 feet of Lot 19, Block 6, Englewood North, a subdivision of land in Gladstone, MO, Cla
of Clay County, Missouri, hereinafter called the GRANTOR , for and in consideration of One Dollar (\$1.00) and the advantage to be gained from the construction on and adjacent to the lands hereafter described, the receipt of which is here acknowledge, does hereby grant, sell, convey and confirm unto the CITY OF GLADSTONE, a municipal corporation of the State of Missouri, hereafter called GRANTEE , as temporary easement to construct, grade, regrade, or perform any and other related necessary work on or across the following described land: The East 25 feet of Lot 19, Block 6, Englewood North, a subdivision of land in Gladstone, MO, Cla
to be gained from the construction on and adjacent to the lands hereafter described, the receipt of which is here acknowledge, does hereby grant, sell, convey and confirm unto the CITY OF GLADSTONE, a municipal corporation of the State of Missouri, hereafter called GRANTEE , as temporary easement to construct, grade, regrade, or perform any and other related necessary work on or across the following described land: The East 25 feet of Lot 19, Block 6, Englewood North, a subdivision of land in Gladstone, MO, Cla
GRANTEE will repair or replace any fences, pavement, and/or other appurtenances damaged or removed during construction. Upon completion of said construction and improvement, GRANTOR shall have full free and uninterrupted use and possession of said temporary construction easement and the easement rights therein shall cease and no longer be effect.
GRANTOR makes no warranties, expressed or implied to GRANTEE.
IN WITNESS WHEREOF the parties have hereunto set their names to the foregoing, this 8 day of 20 fg. CITY OF GLADSTONE By City Manager KIRK DAVIS Attest: Ruth Boschuso City Clerk PIETH POCCHINO

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI COUNTY OF CIAM ss.
On this day of
My commission expires WHEREOF, I have hereunto set my hand and affixed by Notarial Seal at my office in County, Missouri, the day and year last above written. Notary Public Within Said County and State Alicia Harvey Notary Public Notary Seal State of Missouri County of Clay My Commission Expires 07/06/2014 Commission * 10992595
On this
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in County, Missouri, the day and year last above written. My Commission expires Within Said County and State
PAMELA D. SMITKA Notary Public Notary Seal STATE OF MISSOURI Clay County My Commission Expires: August 2, 2014 Commission #10000994

Recording Date/Time: 05/02/2014 at 08:28:09 AM

Instr #: 2014011807

Book: 7293

Page: 164

Type: EASE Pages: 4

Eag.

\$33.00 S 20140009281



(Space above reserved for Recorder of Deeds certification)

1. Title: Sanitary Sewer Easement

2. Date: APFIL 29, 2014

3. Grantor: Wilma E. Floberg

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 19, Block 6, Englewood North, a subdivision of land in Gladstone, MO, Clay County

STANDARD EASEMENT

KNOW	ALL	MEN	BY	THESE	PRESENTS:
------	-----	-----	----	-------	-----------

THAT,	Wilma E. Floberg	
	(NAME)	
	5903 N Howard Ave	
	(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 East 15 feet of Lot 19, Block 6, 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, employ land, and so much of the GRANTOR'S adjoining land as excavate or perform other operations for the purpose of laremoving, replacing, repairing, or maintaining said facilities a	may be reasonably necessary, at any time to aying, constructing, reconstructing, operating,
3. That she is lawfully seized and posshe has a good and lawful right to convey the same; that it by them which would interfere with the rights granted hereu the title thereto against the lawful claims of all affecting the rights.	inder; and that she forever warrant and defend
IN WITNESS WHEREOF, said Grantors do hereunto set	her hand and subscribed her
BY Sant Alexan	NTORS: Slina & Floberg ma E. Floberg
ATTEST: RUTH BOCCHINO	
GRANTOR'S ACKI	NOWLEDGMENT
STATE OF MISSOURI SS.	
On this day of April, 20 U before appeared Wilma E. Floberg, to me known to be the foregoing instrument and acknowledged that she execute said Wilma E. Floberg further declares herself to be	
IN WITNESS WHEREOF, I have hereunto set my hand and County, Missouri, the day and year	d affixed my notarial seal at my office in last above written.
Qui	otary Public within said County/St.
My commission expires <u>07/06/2014</u>	Alicia Harvey Notary Public Notary Seal State of Missouri County of Clay My Commission Expires 07/06/2014 Commission # 10992595

GRANTEE'S ACKNOWLEDGMENT

Notary Public, personally appeared K duly sworn, did say that (s)he is the City corporation, and that the seal affixed to the for and that said instrument was signed and seal	20/4, before me, this undersigned irk L. Davis to me personally known, who being by me y Manager of the City of Gladstone, Missouri, a municipal oregoing instrument is the corporate seal of the said corporation ed in behalf of said corporation by authority of it City Council, strument to be the free act and deed of said corporation.
IN WITNESS WHEREOF, I have hereund in County, Missouri, the	nto set my hand and affixed my Notarial Seal at my office e day and year last above written. Panels D. Smake Notary Public Within Said County/St.
My commission expires: My commission expires:	PAMELA D. SMITKA Notary Public Notary Seal STATE OF MISSOURI Clay County My Commission Expires: August 2, 2014 Commission #10000994

Recording Date/Time: 05/02/2014 at 08:28:09 AM

Instr #: 2014011804

Book: 7293 Page: 161

Type: EASE Pages: 4

Fee: \$33.00 S 20140009281



(Space above reserved for Recorder of Deeds certification)

- 1. Title: Sanitary Sewer Easement
- 2. Date: APRIL 29, 2014
- 3. Grantor: Veronica (Aguero) Munoz
- 4. Grantee (s): City of Gladstone, Missouri
- 5. Mailing Address: 7010 N. Holmes; Gladstone, MO 64118
- 6. Legal Description:

The east 25 feet of Lot 5, Block 6, Meadowbrook North, a subdivision of land in Gladstone, MO, Clay County

STANDARD EASEMENT

KNOW	ALL	MEN	BY	THESE	F	PRESENT	ΓS	:
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THAT,	Veronica (Aguero) Munoz	
	(NAME)	
	2202 NE 58 th 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 east 25 feet of Lot 5, Block 6, Meadowbrook 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 she 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 name to the foregoing, this 14 day of ADRIC, 2014.
City Manager KIRK DAVIS GRANTOR: Veronica (Aguero) Munoz
ATTEST: RUTH BOCCHINO
GRANTOR'S ACKNOWLEDGMENT
STATE OF MISSOURI) ss. COUNTY OF CLAY)
On this 14 day of, 2014, before me, the undersigned Notary Public, personally appeared Veronica (Aguero) Munoz, 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. And the said Veronica (Aguero) Munoz further declares herself to be unmarried.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in County, Missouri, the day and year last above written.
Notary Public within said County/St.
My commission expires See 10,2017 BLANE BROWN Notary Public - Notary Seal STATE OF MISSOURI Clay County My Commission Expires Sep. 10, 2017 Commission # 13525052

GRANTEE'S ACKNOWLEDGMENT

On this 29	day of U	pril	, 20 <u>/4</u> , be	efore me, this	undersigned
Notary Public, personally ap	peared Kirk L.	Davis ,	to me personal	ly known, who	being by me
duly sworn, did say that (s	s)he is the City Man	ager of the (City of Gladsto	one, Missouri,	a municipal
corporation, and that the seal	affixed to the foregoing	ng instrument	is the corporate	e seal of the said	corporation
and that said instrument was	signed and sealed in t	behalf of said	corporation by	authority of it C	iny Council,
and said City Manager ackno	wledged said instrume	ent to be the ir	ee act and deed	or said corpora	JOII.
N WITNESS WHEREOF	'. I have hereunto se	t my hand ar	nd affixed my	Notarial Seal a	at my office
n WITNESS WHEREOF	ity. Missouri, the day	and year last a	bove written.		•
- cay	=5 2 08			8 B	
V		Par	nela D.	Smetka	2
		N	otary Public Wi	ithin Said Count	y/St.
4					
My commission expires:	1122011	,	DAI	MELA D. SMITKA	
My commission expires: UU	1 Gust 2, 4014			Public Notary S	
	0		STA	TE OF MISSOUR	1
				Clay County	
			My Commissi	on Expires: Augu	et 2, 2014
			Comn	nission #100009	34