

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

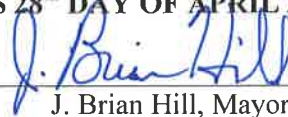
Sanitary Sewer Easements

"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 *TAN*
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 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

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

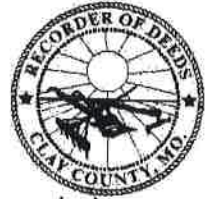
Instr #: 2014011809

Book: 7293 Page: 166

Type: EASE

Pages: 3

Fee: \$30.00 S 20140009281



Jay Lawson
Recorder of Deeds

(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

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

Project No. _____

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Jon Fizette
(Name)

5814 N Park Ave
(Address)

of Clay County, Missouri, hereinafter called the **GRANTOR**, for and in consideration of One Dollar (\$1.00) and the advantages to be gained from the construction on and adjacent to the lands hereafter described, the receipt of which is hereby 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 all other related necessary work on or across the following described land:

The South 25 feet of Lot 1, Block 2, Englewood North, a subdivision of land in Gladstone, MO, Clay County

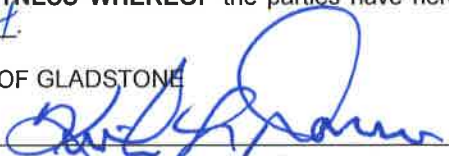
GRANTEE will repair or replace any fences, pavement, and/or other appurtenances damaged or removed during construction. Upon completion of said construction and improvement, **GRANTOR** shall have full free and uninterrupted use and possession of said temporary construction easement and the easement rights therein shall cease and no longer be in effect.

GRANTOR makes no warranties, expressed or implied to **GRANTEE**.

IN WITNESS WHEREOF the parties have hereunto set their names to the foregoing, this 29 day of APRIL, 2014.

CITY OF GLADSTONE

By


City Manager **KIRK DAVIS**

Attest:


City Clerk **RUTH BOCCHINO**

GRANTOR:


Jon Fizette

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF Clay ss.

On this 16th day of April, 2014, before me, the undersigned Notary Public, personally appeared Jon Fizette to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed. And the said Jon Fizette further declared himself to be unmarried.

Clay 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 2014.



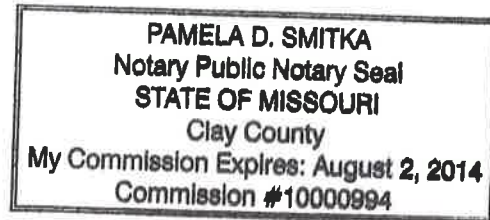
GRANTEE'S ACKNOWLEDGMENT

On this 29 day of April, 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 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.

My Commission expires August 2, 2014.

Pamela D. Smitka
Notary Public Within Said County and State



Recorded in Clay County, Missouri



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

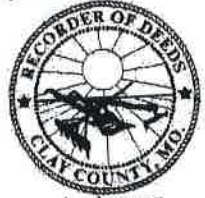
Instr #: 2014011808

Book: 7293 Page: 165

Type: EASE

Pages: 4

Fee: \$33.00 S 20140009281



Jay Lawson
Recorder of Deeds

(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

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

Glad =

STANDARD EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Sally D. Lara
(NAME)
2204 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 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 APRIL, 2014.

CITY OF GLADSTONE, MO

GRANTORS:

BY _____

City Manager **KIRK DAVIS**

Sally D. Lara

ATTEST: _____

City Clerk **RUTH BOCCHINO**

GRANTOR'S ACKNOWLEDGMENT

STATE OF Missouri)

) ss.

COUNTY OF Clay)

On this 15th day of April, 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.

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 29 day of April, 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 D. Smitka
Notary Public Within Said County/St.

My commission expires: August 2, 2014





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

Instr #: 2014011810

Book: 7293 Page: 167

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

Project No. _____

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Sally D. Lara
(Name)

2204 NE 58th Ter
(Address)

of Clay County, Missouri, hereinafter called the **GRANTOR**, for and in consideration of One Dollar (\$1.00) and the advantages to be gained from the construction on and adjacent to the lands hereafter described, the receipt of which is hereby 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 all other related necessary work on or across the following described land:

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

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 in effect.

GRANTOR makes no warranties, expressed or implied to **GRANTEE**.

IN WITNESS WHEREOF the parties have hereunto set their names to the foregoing, this 29 day of APRIL, 2014.

CITY OF GLADSTONE

By


City Manager **KIRK DAVIS**

GRANTOR:


Sally D. Lara

Attest:


City Clerk **RUTH BOCCHINO**

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF Clay ss.

On this 15th day of April, 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 Sally D. Lara further declared herself to be unmarried.

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

My commission expires 3/25, 2016.



GRANTEE'S ACKNOWLEDGMENT

On this 29 day of April, 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 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.

My Commission expires August 2, 2014.

Pamela D. Smitka
Notary Public Within Said County and State





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



Jay Lawson
Recorder of Deeds

(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:**

The East 15 feet of Lot 20, Block 6, Englewood North, a subdivision of land in Gladstone, MO, Clay County
7. **Reference Book & Page:** N/A

RE-GE

(4)

STANDARD DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____ 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.

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 hand and subscribed their names to the foregoing, this 10 day of APRIL, 2014.

CITY OF GLADSTONE, MO

BY

Kirk Davis
City Manager **KIRK DAVIS**

GRANTORS:

Donald C. Flinn
Donald C. Flinn

ATTEST:

Ruth Boccchino
City Clerk **RUTH BOCCHINO**

Lois E. Flinn
Lois. E. Flinn

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI)
COUNTY OF Clay) ss.

On this 10th day of April, 2014, before me, the undersigned Notary Public, personally appeared Donald C. & Lois. E. Flinn, to me known to be the persons described herein and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed. And the said Donald C. & Lois. E. Flinn 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.

Jennifer L. Sprink
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 29 day of April, 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 D. Smitka

Notary Public Within Said County/St.

My commission expires: August 2, 2014





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



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):** 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

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

Glad =

Project No. _____
Tract _____

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____ Donald C. & Lois E. Flinn, H&W
(Names)

5901 N. Howard Ave
(Address)

of Clay County, Missouri, hereinafter called the **GRANTORS**, for and in consideration of One Dollar (\$1.00) and the advantages to be gained from the construction on and adjacent to the lands hereafter described, the receipt of which is hereby acknowledge, do 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 all other related necessary work on or across the following described land:

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

GRANTEE will repair or replace any fences, pavement, and/or other appurtenances damaged or removed during construction. Upon completion of said construction and improvement, **GRANTORS** 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 in effect.

GRANTORS make no warranties, expressed or implied to **GRANTEE**.

IN WITNESS WHEREOF the parties have hereunto set their names to the foregoing, this 29 day of APRIL, 2014.

CITY OF GLADSTONE

By _____
City Manager **KIRK DAVIS**

Attest: _____
City Clerk **RUTH BOCCHINO**

GRANTORS:

Donald C. Flinn

Lois E. Flinn

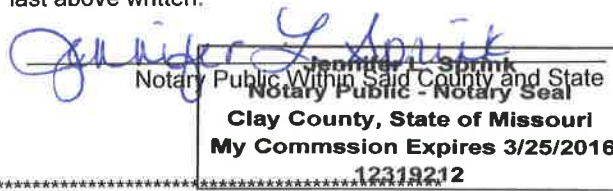
GRANTORS' ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF Clay ss.

On this 10th day of April, 2014, before me, the undersigned Notary Public, personally appeared Donald C. & Lois E. Flinn, H&W 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. And the said Donald C. & Lois E. Flinn, H&W further declared themselves to be married.

Clay 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 2016



GRANTEE'S ACKNOWLEDGMENT

On this 29 day of April, 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 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.

My Commission expires August 2 2014

Pamela D. Smitka
Notary Public Within Said County and State



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

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

Project No. _____

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, 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 advantages to be gained from the construction on and adjacent to the lands hereafter described, the receipt of which is hereby 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 all 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, Clay County

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 in 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 April, 2014.

CITY OF GLADSTONE

By Kirk Davis
City Manager **KIRK DAVIS**

Attest: Ruth Bocchino
City Clerk **RUTH BOCCHINO**

GRANTOR:

Wilma E. Floberg
Wilma E. Floberg

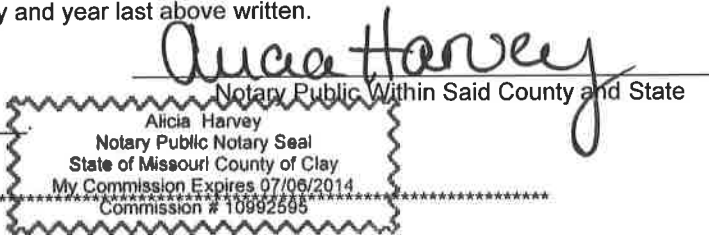
GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF Clay ss.

On this 8th day of April, 2014, before me, the undersigned Notary Public, personally appeared Wilma E. Floberg 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 Wilma E. Floberg further declared herself to be unmarried.

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

My commission expires 07/06/14



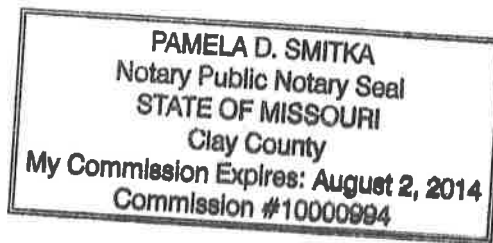
GRANTEE'S ACKNOWLEDGMENT

On this 29 day of April, 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 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.

My Commission expires August 2, 2014

Pamela D. Smitka
Notary Public Within Said County and State





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

Instr #: 2014011807

Book: 7293 Page: 164

Type: EASE

Pages: 4

Fee: \$33.00 S 20140009281



Jay Lawson
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Sanitary Sewer Easement
2. **Date:** APRIL 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

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

Glad =

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, 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 names to the foregoing, this 8 day of April, 2014.

CITY OF GLADSTONE, MO

GRANTORS:

BY

[Signature]
City Manager **KIRK DAVIS**

[Signature]
Wilma E. Floberg

ATTEST:

[Signature]
City Clerk **RUTH BOCCHINO**

GRANTOR'S ACKNOWLEDGMENT

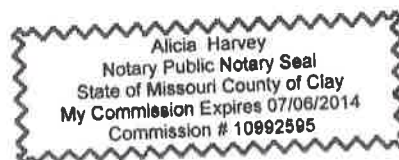
STATE OF Missouri
COUNTY OF Clay) ss.

On this 8 day of April, 2014 before me, the undersigned Notary Public, personally appeared Wilma E. Floberg, 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 Wilma E. Floberg further declares herself 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.

[Signature]
Notary Public within said County/St.

My commission expires 07/06/2014



GRANTEE'S ACKNOWLEDGMENT

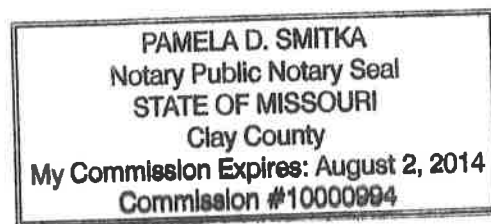
On this 29 day of April, 2014, before me, this undersigned Notary Public, personally appeared Kirk L. Davis, to me personally known, who being by me duly sworn, did say that (s)he is the City Manager of the City of Gladstone, Missouri, a municipal corporation, and that the seal affixed to the foregoing 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 D. Smitska

Notary Public Within Said County/St.

My commission expires: August 2, 2014





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



Jay Lawson
Recorder of Deeds

(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

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

Glad =

(4)

STANDARD EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Veronica (Aguero) Munoz
(NAME)

2202 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 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.

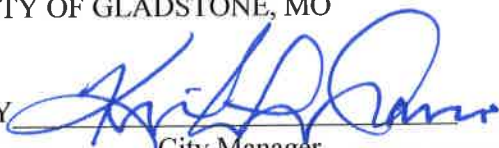
2. The right of **GRANTEE**, its agents, servants, employees, or independent contractor to go upon said land, and so much of the **GRANTOR'S** adjoining land as may be reasonably necessary, at any time to excavate or perform other operations for the purpose of laying, constructing, reconstructing, operating,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

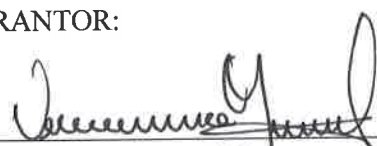
IN WITNESS WHEREOF, said Grantors do hereunto set her hand and subscribed her name to the foregoing, this 14 day of APRIL, 2014.

CITY OF GLADSTONE, MO

BY


City Manager **KIRK DAVIS**

GRANTOR:


Veronica (Aguero) Munoz

ATTEST:



City Clerk **RUTH BOCCHINO**

GRANTOR'S ACKNOWLEDGMENT

STATE OF Missouri)
) ss.
COUNTY OF CLAY)

On this 14 day of APRIL, 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 CLAY County, Missouri, the day and year last above written.


Notary Public within said County/St.

My commission expires SEP 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 April, 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 D. Smitka
Notary Public Within Said County/St.

My commission expires: August 2, 2014

