



All-America City

Gladstone



2008

MEMO TO FILE

August 12, 2014

Resolution R-14-54, Granting a Permanent Easement to Kansas City Power and Light to construct, operate, and maintain electrical improvements to serve The Heights at Linden Square was approved by the City Council at their regularly scheduled meeting held July 28, 2014.

Resolution R-14-54 was added to the agenda on July 28, 2014. The agenda was amended as required and presented to the City Council. Mayor J. Brian Hill noted the amended agenda including the addition of Resolution R-14-54.

A clerical error was made in that preparing Resolution R-14-54 for the July 28 agenda, the Resolution was not added to the Resolution Log file. (A file kept by the City Clerk to track detail information regarding Resolutions and Ordinances). Consequently, on the August 11 City Council Agenda, Resolution R-14-54 (the number) was erroneously duplicated to approve the City of Gladstone Investment Policy, approved by the City Council August 11, 2014.

The Resolution Log has been amended to reflect the true Resolution 14-54 as Granting a Permanent Easement to Kansas City Power and Light to construct, operate, and maintain electrical improvements to serve The Heights at Linden Square. Therefore, Resolution R-14-54, City of Gladstone Investment Policy, has now been amended to read Resolution R-14-58, the next available sequential resolution number in the log.

A copy of this memo will be included with both Resolutions, the original Agenda Packet, and minutes of the August 11, 2014, City Council meeting for future clarification.

RESOLUTION NO. R-14-54

A RESOLUTION GRANTING A PERMANENT EASEMENT TO KANSAS CITY POWER AND LIGHT TO CONSTRUCT, OPERATE, AND MAINTAIN ELECTRICAL IMPROVEMENTS TO SERVE THE HEIGHTS AT LINDEN SQUARE.

WHEREAS; Kansas City Power and Light has requested a permanent easement to construct, operate, and maintain electrical improvements to serve The Heights at Linden Square; and

WHEREAS; The land related to The Heights at Linden Square is owned by the City of Gladstone; and

WHEREAS; Flaherty and Collins, as the owner of The Heights at Linden Square, concurs with the granting of the easement;

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

THAT, the 10-foot permanent easement attached hereto is hereby granted.

FURTHER THAT, all actions heretofore taken by the City Manager in approving or executing these easements are ratified and approved and further 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;

INTRODUCED, READ, PASSED, SIGNED, AND MADE EFFECTIVE BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 28th DAY OF JULY 2014.



J. Brian Hill, Mayor

ATTEST:



Ruth E. Bocchino, City Clerk



Department of Public Works
Memorandum

DATE: July 28, 2014
TO: Kirk L. Davis, City Manager
FROM: Tim Nebergall
RE: Kansas City Power and Light Easement at The Heights at Linden Square

Kansas City Power and Light has requested a 10-foot permanent easement to construct, operate, and maintain electrical improvements to serve the Heights at Linden Square. As the owner of the land, the easement must be executed by the City of Gladstone. The development company, Flaherty and Collins, has reviewed the document and concurs with staff's recommendation to grant the easement.

If you have any questions, please contact me at your convenience.

R-14-54

Recorded In Clay County, Missouri

Date and Time: 08/01/2014 at 11:13:03 AM
Instrument Number: 2014022175
Book: 7343 Page: 100

Instrument Type: EASE
Page Count: 7
Recording Fee: \$42.00 S



Electronically Recorded

Jay Lawson, Recorder

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| S 23 | N/E 1/4 | Q/QQ |
| T 51 | Clay | County |
| R 33 | Missouri State | |

**EASEMENT CONVEYANCE
MUNICIPAL - Missouri**

THIS EASEMENT, made and entered into this 29 day of JULY, 2014, by and between **CITY OF GLADSTONE, MO**, a municipal corporation under the laws of Missouri, "**GRANTOR**" and **KANSAS CITY POWER & LIGHT COMPANY**, a Missouri corporation whose mailing address is PO Box 418679, Kansas City, MO. 64141-9679, and its and their affiliates, lessees, licensees, designees, successors and assigns, of Jackson County, Missouri "**GRANTEE**".

After recording mail to: KCP&L
Right of Way Dept. F&M-2
PO Box 418679
Kansas City, MO 64141-9679

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby GRANTS, BARGAINS, SELLS AND CONVEYS to Grantee, its lessees, successors and assigns, the permanent right, privilege and perpetual easement to enter upon the lands of Grantor, to survey, construct, erect, operate, patrol, inspect, maintain, modify, alter, add wires, poles, cables, conduits, towers and pipes, repair, rebuild and remove, on, under and over the easement described below and in and upon all streets, roadways or highways abutting said lands, now or at any future time, for the transmission and distribution of electric energy, and for KCP&L communication purposes, and all appurtenances and appliances necessary in connection therewith, together with the right of ingress and egress to and from said lines of Grantee over the lands of Grantor so that Grantee may go to and from said lines from the public roads adjacent to Grantors lands, which said perpetual easement being over, along, across and under the following described lands situated in the County of CLAY, in the State of Missouri, said easement more particularly described as follows:

SEE EXHIBIT "A".

☒ If checked, please see the attached Exhibit "B" for an illustration of the easement legal description.

Grantee may erect and use gates in all fences which cross or which shall hereinafter cross the route of said lines. Grantee is given the right to trim, cut and clear away any trees, limbs and brush on or adjacent to the above-described land now or at any future time whenever, in its judgment, such will interfere with or endanger

DOCUMENT
ELECTRONICALLY

AUG 1 2014

RECORDED

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| S 23 | N/E 1/4 | Q/QQ |
| T 51 | Clay | County |
| R 33 | Missouri | State |

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☒ If checked, please see the attached Exhibit "B" for an illustration of the easement legal description.

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the construction, operation or maintenance of said lines. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lands and shall repair any damage caused by its use thereof. All logs, limbs, or brush cut or trimmed by Grantee shall be removed by Grantee unless Grantor otherwise requests.

It being the intention of the parties hereto that Grantor is hereby granting the uses herein specified without divesting Grantor and heirs or assigns of the right to cultivate, use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no building shall be constructed on the easement without Grantee's written permission.

The lines and all facilities erected by Grantee are the personal property of Grantee and title to said lines and facilities shall be and remain in said Grantee.

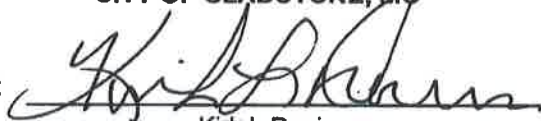
TO HAVE AND TO HOLD said easement and rights aforesaid with all and singular, the rights, privileges, appurtenances, and immunities thereto belonging or in anyway appertaining unto Grantee its lessees, licensee, successors or assigns forever. This easement conveyance shall run with the land and shall be binding upon Grantor and Grantor's heirs, administrators, executors, successors and assigns. Grantor hereby covenants that Grantor is the owner(s) of the above-described land, subject to existing liens and right-of-way easements of record.

IN TESTIMONY WHEREOF, Grantor has hereunto executed this Easement this 29th day of JULY, 2014.

IN TESTIMONY WHEREOF, Grantor has hereunto executed this Easement on the date first above written.

CITY OF GLADSTONE, MO

By:



Kirk L Davis

Title: CITY MANAGER

ATTEST:

SEAL:



Work Request/Project Number: 627008

Ruth E Boeckend
CITY CLERK

July 29, 2014
DATE

Validated by: Jeb

ACKNOWLEDGEMENT
Municipal-Missouri

State of Missouri

Ss.

County of

On this 29 day of JULY, 2014, before me a Notary Public, appeared KIRK L. DAVIS to me personally known, (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, who being duly sworn, did say that he is the City Manager of the municipal corporation, and that the seal affixed to the forgoing instrument is the corporate seal of said municipal corporation and that said instrument was signed and sealed on behalf of said municipal corporation by authority of its Board of Aldermen pursuant to Ordinance RESOLUTION No. 12-14-54 duly adopted and passed on July 28, 2014 and the said KIRK L. DAVIS acknowledged said instrument to be the free act and deed of himself and said municipal corporation, executed for the purposes therein stated.

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

My Commission Expires August 2, 2014 Notary Public

Pamela D. Smith

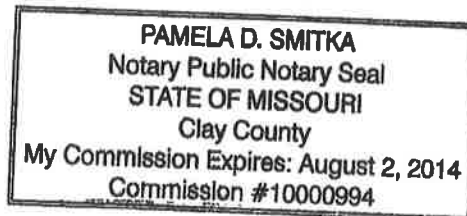


EXHIBIT A

6/23/2014

B13C2425

PROPOSED 10' WIDE KCP&L EASEMENTS – THE HEIGHTS AT LINDEN SQUARE

EASEMENT NO. 1:

ALL THAT PART OF LOT 1, THE HEIGHTS AT LINDEN SQUARE, A SUBDIVISION IN GLADSTONE, CLAY COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF THE NORTH 10.00 FEET OF THE EAST 10.00 FEET OF SAID LOT 1.

CONTAINS 100 SQUARE FEET, MORE OR LESS.
END OF DESCRIPTION

EASEMENT NO. 2

TWO STRIPS OF LAND OVER A PORTION OF LOT 1, THE HEIGHTS AT LINDEN SQUARE, A SUBDIVISION IN GLADSTONE, CLAY COUNTY, MISSOURI, SAID STRIP BEING 10.00 FEET WIDE LYING 5.00 FEET ON BOTH SIDES OF THE CENTERLINE DESCRIBED AS FOLLOWS:

STRIP NO. 1 COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE S89°42'45"E ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 129.81 FEET TO THE POINT OF BEGINNING OF SAID STRIP; THENCE N03°51'33"W, A DISTANCE OF 103.19 FEET; THENCE N00°51'11"E, A DISTANCE OF 42.60 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT 'A'; THENCE N64°00'12"E, A DISTANCE OF 45.71 FEET; THENCE N79°17'22"E, A DISTANCE OF 55.98 FEET; THENCE S89°30'51"E, A DISTANCE OF 212.07 FEET; THENCE S79°34'46"E, A DISTANCE OF 18.73 FEET; THENCE N00°06'01"E, A DISTANCE OF 77.88 FEET; THENCE N11°16'57"E, A DISTANCE OF 105.76 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1, SAID POINT ALSO BEING THE POINT OF TERMINATION OF SAID 10.00 FEET WIDE STRIP.

THE SIDELINES OF THE 10.00 FEET WIDE STRIP NO. 1 SHALL BE EXTENDED AND SHORTENED TO TERMINATE ON SAID NORTH AND SOUTH LINES OF SAID LOT 1.

STRIP NO. 2 BEGINNING AT THE AFOREMENTIONED POINT 'A'; THENCE NORTH 00°51'11"E, A DISTANCE OF 42.60 FEET TO THE POINT OF TERMINATION OF SAID 10.00 FEET WIDE STRIP.

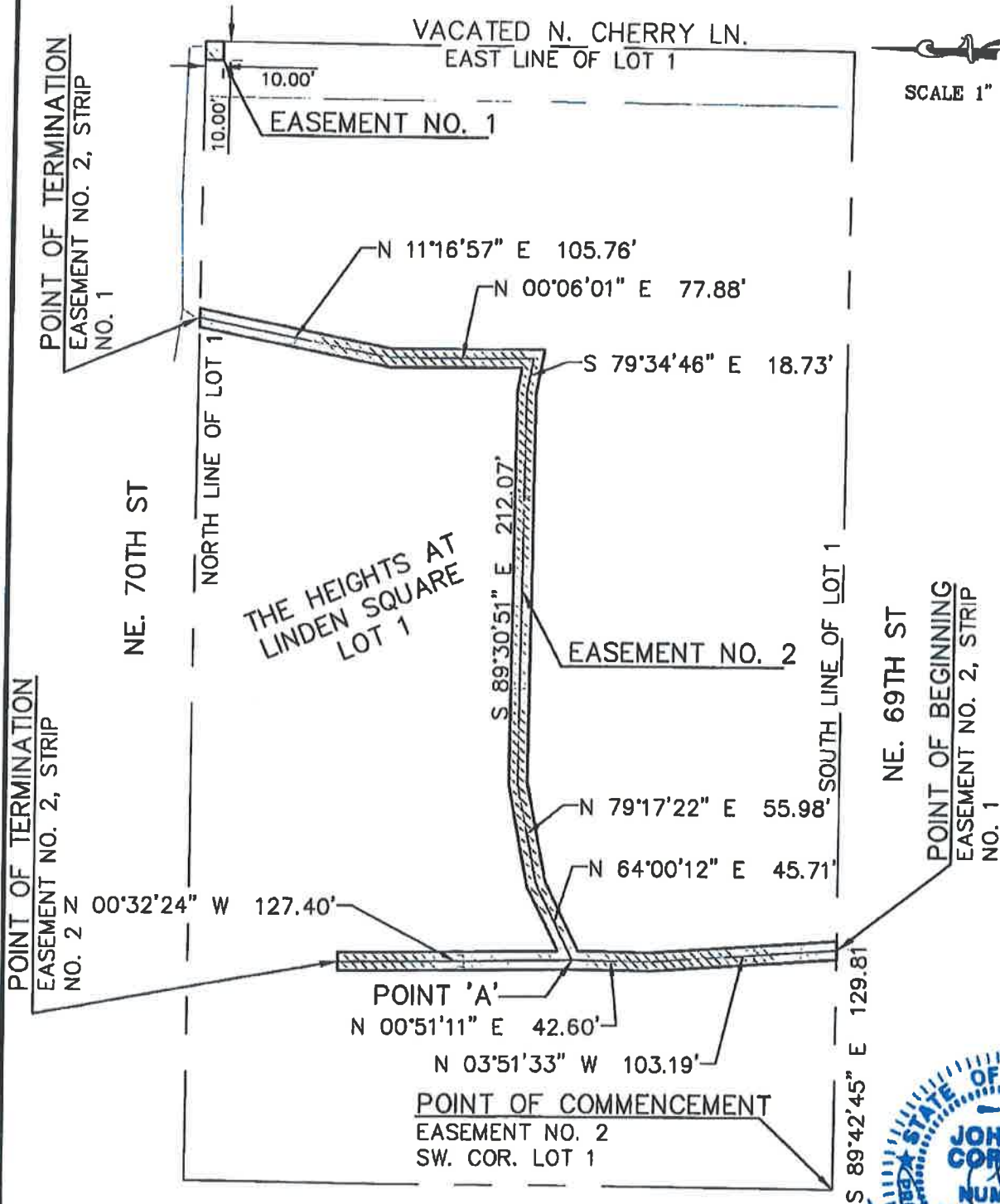
CONTAINS 7,838 SQUARE FEET OR 0.18 ACRES, MORE OR LESS.
END OF DESCRIPTION



EXHIBIT B

EXHIBIT SKETCH

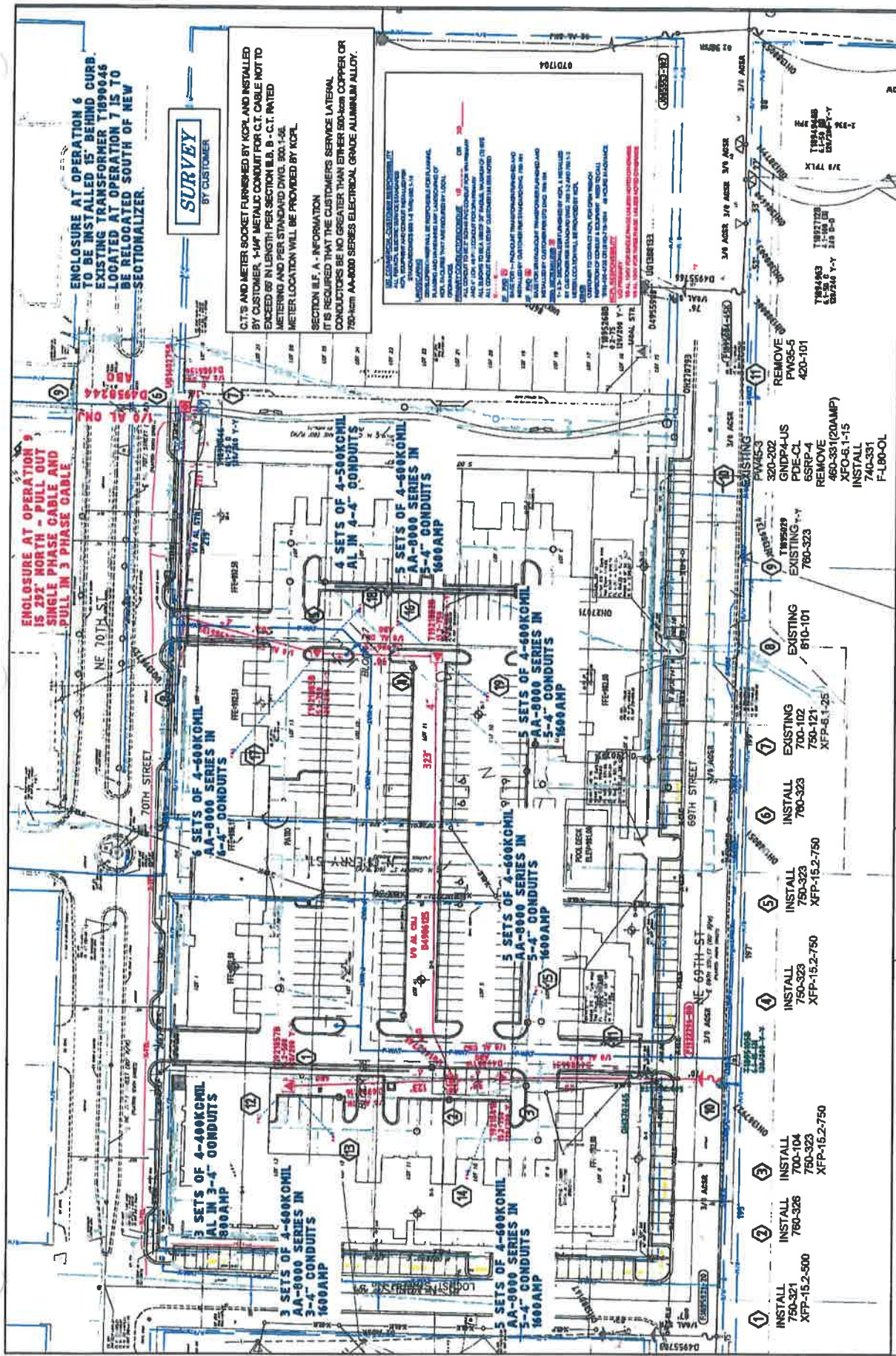
SCALE 1" = 80'



KAW VALLEY ENGINEERING, INC.
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kc@kveng.com | www.kveng.com



6/23/2014
2425EXB



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| 811 American Electric Call before you dig. | | CONTACTS PROJECT DESIGNER: JIM BETZ PHONE: 817 428-4725 CUSTOMER: PLANNETRY & COLLINS - Jim McCrort PHONE: 817 517-2866 ELECTRICIAN: NAREN ELECTRO DALE PRATHER PHONE: 817 734-408 | | SURT/REL: 23-33M-33M 1/2 V/A TITLE: THE GREENS ADDRESS: NE 10TH ST & N CHERRY CITY: BLADSTONE COUNTY: CLAY STATE: MO ZIP: 64118 12 RV JOB TYPE: NWC | | PROJECT DESIGNER: JIM BETZ PHONE: 817 428-4725 CUSTOMER: PLANNETRY & COLLINS - Jim McCrort PHONE: 817 517-2866 ELECTRICIAN: NAREN ELECTRO DALE PRATHER PHONE: 817 734-408 | | REV BY DATE BY CHECKED REVIEWED 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 | | ALL FieldBy locations should be field verified. DESIGNED BY: J. BETZ REVIEWED BY: B. MOORE DATE: 2-28-2014 627600-1 | |
|---|--|--|--|---|--|---|--|--|--|--|--|