

**RESOLUTION NO. R-14-56**

**A RESOLUTION ACCEPTING TEMPORARY CONSTRUCTION EASEMENTS AND PERMANENT DRAINAGE EASEMENTS FROM CERTAIN PROPERTY OWNERS IN CONJUNCTION WITH THE NORTHEAST 56<sup>TH</sup> TERRACE STORM IMPROVEMENT PROJECT.**

**WHEREAS;** Temporary Construction Easements and Permanent Drainage Easements from certain property owners are necessary for the City to construct public improvements in conjunction with the Northeast 56<sup>th</sup> Terrace Storm Improvement Project (CO1332);

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

**THAT,** Temporary Construction Easements and Permanent Drainage Easements from property owners attached hereto as Exhibits "A" through "K" are hereby accepted.

**Temporary Construction Easements**

"A" – Phillip Gregory & Patricia J. Burton, H&W	3213 NE 56 <sup>th</sup> Terrace
"B" – Robert J. & Lauren Petrillo, H&W	3107 NE 57 <sup>th</sup> Terrace
"C" – Stacey D. & Pamela E. Hale, H&W	3106 NE 56 <sup>th</sup> Terrace
"D" – Alexander J. & Judy K. Picone, H&W	2903 NE 56 <sup>th</sup> Terrace
"E" – Denise A. Howeth	2901 NE 56 <sup>th</sup> Terrace
"F" – Jeffery Edward Senne	2807 NE 56 <sup>th</sup> Terrace

**Permanent Drainage Easements**

"G" – Patricia Evarts	2806 NE 56 <sup>th</sup> Terrace
"H" – Phillip Gregory & Patricia J. Burton, H&W	3213 NE 56 <sup>th</sup> Terrace
"I" – Robert D. Bringe	3211 NE 56 <sup>th</sup> Terrace
"J" – Alexander J. & Judy K. Picone, H&W	2903 NE 56 <sup>th</sup> Terrace
"K" – Denise A. Howeth	2901 NE 56 <sup>th</sup> Terrace


**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 Permanent Drainage 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 11<sup>th</sup> DAY OF AUGUST 2014.**

  
J. Brian Hill, Mayor

ATTEST:

  
Ruth Bocchino, City Clerk



***Department of Public Works  
Memorandum***

**DATE:** August 6, 2014  
**TO:** Kirk L. Davis, City Manager  
**FROM:** Tim Nebergall, Director of Public Works *TN*  
**RE:** NE 56<sup>th</sup> Terrace Storm Improvements  
Project # CO1332

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We request that the following eleven (11) easements be submitted to the City Council for acceptance.

**Temporary Construction Easements**

"A" – Phillip Gregory & Patricia J. Burton, H&W	3213 NE 56 <sup>th</sup> Terrace
"B" – Robert J. & Lauren Petrillo, H&W	3107 NE 57 <sup>th</sup> Terrace
"C" – Stacey D. & Pamela E. Hale, H&W	3106 NE 56 <sup>th</sup> Terrace
"D" – Alexander J. & Judy K. Picone, H&W	2903 NE 56 <sup>th</sup> Terrace
"E" – Denise A. Howeth	2901 NE 56 <sup>th</sup> Terrace
"F" – Jeffery Edward Senne	2807 NE 56 <sup>th</sup> Terrace

**Permanent Drainage Easements**

"G" – Patricia Evarts	2806 NE 56 <sup>th</sup> Terrace
"H" – Phillip Gregory & Patricia J. Burton, H&W	3213 NE 56 <sup>th</sup> Terrace
"I" – Robert D. Bringe	3211 NE 56 <sup>th</sup> Terrace
"J" – Alexander J. & Judy K. Picone, H&W	2903 NE 56 <sup>th</sup> Terrace
"K" – Denise A. Howeth	2901 NE 56 <sup>th</sup> Terrace

Please be aware that the above easements represent all of the temporary easements and five (5) out of the six (6) permanent standard easements necessary to complete this project.



Recording Date/Time: 08/19/2014 at 02:09:18 PM

Instr #: 2014024017

Book: 7353 Page: 35

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Pages: 4

Fee: \$33.00 S 20140018935



Jay Lawson  
Recorder of Deeds

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(Space above reserved for Recorder of Deeds certification)

1. **Title:** Standard Drainage Easement
2. **Date:** August 14, 2014
3. **Grantors:** Alexander J. & Judy K. Picone
4. **Grantee (s):** City of Gladstone, Missouri
5. **Mailing Address:** 7010 N. Holmes; Gladstone, MO 64118
6. **Legal Description:**

Beginning at the Southeast corner of lot 7 of Evanston Place, a subdivision of land in Gladstone, Clay County, Missouri, Thence westerly along the south line of said lot a distance of 5.71 feet, to the point of beginning; thence continuing along south line of said lot a distance of 69.3 feet, thence Northerly parallel with the east line of said lot a distance of 46.7 feet, thence Southeasterly a distance of 83.5 feet to the point of beginning.

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

## STANDARD DRAINAGE EASEMENT

### KNOW ALL MEN BY THESE PRESENTS:

THAT, Alexander J. & Judy K. Picone

2903 NE 56<sup>th</sup> Terrace

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:

Beginning at the Southeast corner of lot 7 of Evanston Place, a subdivision of land in Gladstone, Clay County, Missouri, Thence westerly along the south line of said lot a distance of 5.71 feet, to the point of beginning; thence continuing along south line of said lot a distance of 69.3 feet, thence Northerly parallel with the east line of said lot a distance of 46.7 feet, thence Southeasterly a distance of 83.5 feet to the point of beginning.

**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 27 day of November, 2013

CITY OF GLADSTONE, MO  
BY [Signature]  
City Manager, Kirk L. Davis

GRANTOR:  
Alexander J. Picone  
Alexander J. Picone

ATTEST: Ruth B. Bocchino 11/14  
City Clerk, Ruth Bocchino  
GRANTOR: Judy K. Picone  
Judy K. Picone

GRANTOR'S ACKNOWLEDGMENT

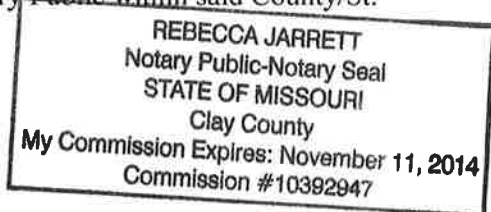
STATE OF MISSOURI )  
COUNTY OF CLAY )

On this 27 day of November, 2013, before me, the undersigned Notary Public, personally appeared Alexander J. & Judy K. Picone, 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 Alexander J. & Judy K. Picone 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.

My commission expires 11-11-14.

Rebecca Jarrett  
Notary Public within said County/St.



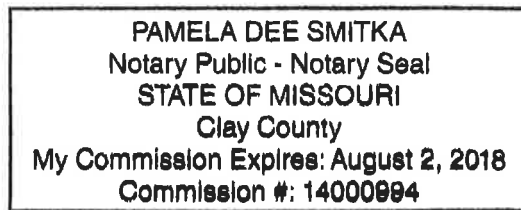
GRANTEE'S ACKNOWLEDGMENT

On this 14<sup>th</sup> day of August, 2014, before me, this undersigned Notary Public, personally appeared Kirk L. Davis, to me personally known, who being by me duly sworn, did say that (s)he is the City Manager of the City of Gladstone, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of it City Council, and said City Manager acknowledged said instrument to be the free act and deed of said corporation.

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

Pamela Dee Smitka  
Notary Public Within Said County/St.

My commission expires: 8/2/18.





Recording Date/Time: 08/19/2014 at 02:09:18 PM

Instr #: 2014024018

Book: 7353 Page: 36

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Pages: 4

Fee: \$33.00 S 20140018935



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(Space above reserved for Recorder of Deeds certification)

1. **Title:** Standard Drainage Easement
2. **Date:** August 14, 2014
3. **Grantor:** Denise A. Howeth
4. **Grantee (s):** City of Gladstone, Missouri
5. **Mailing Address:** 7010 N. Holmes; Gladstone, MO 64118
6. **Legal Description:**

Beginning at the Northwest corner of lot 7 of Evanston Place, a subdivision of land in Gladstone, Clay County, Missouri; Thence Southeasterly at an angle of  $7^{\circ}22'51''$  to the west line of said lot a distance of 239.4 feet; thence at an angle  $48^{\circ}42'8''$  to the left a distance of 71.4 to the existing east property line; thence northerly along the east property line a distance of 24.1 feet; thence at an angle  $56^{\circ}4'59''$  to the left a distance of 48.9 feet; thence at an angle to the right  $48^{\circ}31'23''$  a distance of 227.9 feet to the northern line of said lot; thence west along north line of said lot to the point of beginning.

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

Same

(4)

## STANDARD DRAINAGE EASEMENT

### KNOW ALL MEN BY THESE PRESENTS:

THAT, Denise A. Howeth

2901 NE 56<sup>th</sup> Terrace

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:

Beginning at the Northwest corner of lot 7 of Evanston Place, a subdivision of land in Gladstone, Clay County, Missouri; Thence Southeasterly at an angle of 7°22'51" to the west line of said lot a distance of 239.4 feet; thence at an angle 48°42'8" to the left a distance of 71.4 to the existing east property line; thence northerly along the east property line a distance of 24.1 feet; thence at an angle 56°4'59" to the left a distance of 48.9 feet; thence at an angle to the right 48°31'23" a distance of 227.9 feet to the northern line of said lot; thence west along north line of said lot to the point of beginning.

**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 30 day of October, 2013.

CITY OF GLADSTONE, MO

GRANTORS:

BY

Kirk L. Davis  
City Manager, Kirk L. Davis

Denise A. Howeth  
**DENISE A. HOWETH**

ATTEST:

Ruth Bocchino 8/14/14  
City Clerk, Ruth Bocchino



GRANTOR'S ACKNOWLEDGMENT

STATE OF MO )  
 ) ss.

COUNTY OF CLAY )

On this 30 day of October, 2013, before me, the undersigned Notary Public, personally appeared Denise A. Howeth, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he executed the same as \_\_\_\_\_ her \_\_\_\_\_ free act and deed. And the said her 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.

Madelaine Cook  
Notary Public within said County/St.

My commission expires 06-09-14.



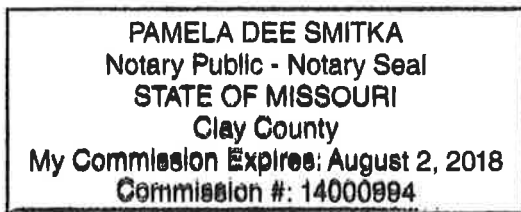
GRANTEE'S ACKNOWLEDGMENT

On this 14 day of August, 2014, before me, this undersigned Notary Public, personally appeared Kirk L. Davis, to me personally known, who being by me duly sworn, did say that (s)he is the City Manager of the City of Gladstone, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of it City Council, and said City Manager acknowledged said instrument to be the free act and deed of said corporation.

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

Pamela Dee Smitka  
Notary Public Within Said County/St.

My commission expires: 8/2/18.





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Jay Lawson  
Recorder of Deeds

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(Space above reserved for Recorder of Deeds certification)

1. **Title:** Standard Drainage Easement

2. **Date:** August 14, 2014

3. **Grantor:** Robert D. Bringe

4. **Grantee (s):** City of Gladstone, Missouri

5. **Mailing Address:** 7010 N. Holmes; Gladstone, MO 64118

6. **Legal Description:**

Beginning at the Northwest corner of lot 13 of Evanston Place, a subdivision of land in Gladstone, Clay County, Missouri, Thence easterly along the north line of said lot a distance of 35.1 feet to the point of beginning; thence continuing along North line of said lot a distance of 14.9 feet, thence at an angle  $42^{\circ}11'25''$  to the right a distance of 52.7 feet; thence at an angle  $45^{\circ}42'11''$  to the right a distance of 153.8 feet; thence at an angle  $2^{\circ}11'22''$  along a line parallel to the West line of said lot a distance of 79.5 feet; thence Northwesterly at an angle  $172^{\circ}46'32''$  to the right a distance of 86.3 feet; thence at an angle  $5^{\circ}16'18''$  to the right a distance of 140.6 feet; thence at an angle  $45^{\circ}46'23''$  to the left a distance of 59.5 feet to the point of beginning.

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

## STANDARD DRAINAGE EASEMENT

### KNOW ALL MEN BY THESE PRESENTS:

THAT, Robert D. Bringe

3211 NE 56<sup>th</sup> Terrace

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:

Beginning at the Northwest corner of lot 13 of Evanston Place, a subdivision of land in Gladstone, Clay County, Missouri, Thence easterly along the north line of said lot a distance of 35.1 feet to the point of beginning; thence continuing along North line of said lot a distance of 14.9 feet, thence at an angle 42°11'25" to the right a distance of 52.7 feet; thence at an angle 45°42'11" to the right a distance of 153.8 feet; thence at an angle 2°11'22" along a line parallel to the West line of said lot a distance of 79.5 feet; thence Northwesterly at an angle 172°46'32" to the right a distance of 86.3 feet; thence at an angle 5°16'18" to the right a distance of 140.6 feet; thence at an angle 45°46'23" to the left a distance of 59.5 feet to the point of beginning.

**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 his heirs and successors and assigns unto the **GRANTEE**, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions (except sidewalks, roadways, pavement, or curbs) which will interfere with the **GRANTEE** in excavating upon said land for the purpose of laying, constructing, reconstructing, operating, repairing, and maintaining said facilities and appurtenances; and no excavation or fill shall be made and no other operations of any kind or nature shall be performed or authorized by the **GRANTOR** to be performed which will reduce or increase the earth coverage in such manner and to such extent so as to interfere with, or jeopardize or threaten the normal and proper operation and maintenance of said facilities and appurtenances, said facilities at all times to be laid and constructed at a proper depth below any pavement or street surfacing laid out or established at any time along, upon, or over said easement or any portion thereof, and the **GRANTEE** will repair any damage to fences, pavement, curb or sod in any way arising in connection with the laying, constructing, and repairing of said facilities and appurtenances. By granting this easement, same shall not be considered or construed as prohibiting the **GRANTOR** in the developing of any adjoining property from the laying out, establishing and the constructing of pavement surfacing of roadways, curbing and gutters along, upon, over or across said easement or any portion thereof.

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

3. That \_\_\_\_\_ he \_\_\_\_\_ is lawfully seized and possessed of the real estate above described, that \_\_\_\_\_ he \_\_\_\_\_ has a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that \_\_\_\_\_ he \_\_\_\_\_ forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.

**IN WITNESS WHEREOF**, said Grantors do hereunto set \_\_\_\_\_ his \_\_\_\_\_ hand and subscribed \_\_\_\_\_ his \_\_\_\_\_ name to the foregoing, this 24 day of October, 2013.

CITY OF GLADSTONE, MO

GRANTORS:

BY Kirk L. Davis  
City Manager, Kirk L. Davis

Robert D. Bringe  
Robert D. Bringe

ATTEST: Ruth Bocchino 8/14/14  
City Clerk, Ruth Bocchino



GRANTOR'S ACKNOWLEDGMENT

STATE OF Missouri )  
 ) ss.  
COUNTY OF Clay )

On this 24<sup>th</sup> day of October, 2013, before me, the undersigned Notary Public, personally appeared Robert D. Bringe, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed. And the said Robert D. Bringe further declares himself to be unmarried.

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

JENNIFER A. STAFFORD  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Ray County

Jennifer A. Stafford  
Notary Public within said County/St.

My Commission Expires: February 14, 2015  
Commission #11395199

My Commission Expires: 2-14-15

My commission expires \_\_\_\_\_.

GRANTEE'S ACKNOWLEDGMENT

On this 14 day of August, 2014, before me, this undersigned Notary Public, personally appeared Kirk L. Davis, to me personally known, who being by me duly sworn, did say that (s)he is the City Manager of the City of Gladstone, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of it City Council, and said City Manager acknowledged said instrument to be the free act and deed of said corporation.

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

Pamela Dee Smitka  
Notary Public Within Said County/St.

My commission expires: 8/2/18.





Recording Date/Time: 08/19/2014 at 02:09:18 PM

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Fee: \$33.00 S 20140018935



Jay Lawson  
Recorder of Deeds

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(Space above reserved for Recorder of Deeds certification)

1. **Title:** Standard Drainage Easement
2. **Date:** August 14, 2014
3. **Grantors:** Phillip Gregory & Patricia J. Burton, H&W
4. **Grantee (s):** City of Gladstone, Missouri
5. **Mailing Address:** 7010 N. Holmes; Gladstone, MO 64118
6. **Legal Description:**

Beginning at the Northwest corner of lot 13 of Evanston Place, a subdivision of land in Gladstone, Clay County, Missouri, Thence easterly along the North line of said lot a distance of 95.0 feet; thence South along a line parallel to the west line of said lot a distance of 189.1 feet to the point of beginning; thence at an angle  $7^{\circ}13'28''$  to the left a distance of 111.7 feet to the South line of said lot, thence West along the South line of said lot a distance of 10.0 feet; thence at an angle  $7^{\circ}13'28''$  to the left a distance of 79.5 feet to the point of beginning.

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

## STANDARD DRAINAGE EASEMENT

### KNOW ALL MEN BY THESE PRESENTS:

THAT, Phillip Gregory & Patricia J. Burton, H&W

3213 NE 56<sup>th</sup> Terrace

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:

Beginning at the Northwest corner of lot 13 of Evanston Place, a subdivision of land in Gladstone, Clay County, Missouri, Thence easterly along the North line of said lot a distance of 95.0 feet; thence South along a line parallel to the west line of said lot a distance of 189.1 feet to the point of beginning; thence at an angle 7°13'28" to the left a distance of 111.7 feet to the South line of said lot, thence West along the South line of said lot a distance of 10.0 feet; thence at an angle 7°13'28" to the left a distance of 79.5 feet to the point of beginning.

**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 13<sup>th</sup> day of May, 2014.

CITY OF GLADSTONE, MO

BY

Kirk L. Davis  
City Manager, Kirk L. Davis

GRANTOR:

Phillip Gregory Burton  
Phillip Gregory Burton

GRANTOR:

Patricia J. Burton  
Patricia J. Burton

ATTEST:

Ruth Bocchino 8/14/14  
City Clerk, Ruth Bocchino

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI )  
COUNTY OF Clay ) ss.

On this 13<sup>th</sup> day of May, 2014, before me, the undersigned Notary Public, personally appeared Phillip Gregory & Patricia J. Burton, H&W, 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 Phillip Gregory & Patricia J. Burton, H&W 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.

Jureau Bowman Clay/Missouri  
Notary Public within said County/St.

My commission expires Jan. 18, 2016.

JUREAU BOWMAN  
Notary Public-Notary Seal  
STATE OF MISSOURI  
Clay County  
My Commission Expires Jan. 18, 2016  
Commission # 12294150

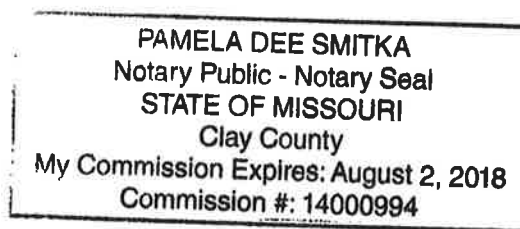
GRANTEE'S ACKNOWLEDGMENT

On this 14 day of August, 2014, before me, this undersigned Notary Public, personally appeared Kirk L. Davis, to me personally known, who being by me duly sworn, did say that (s)he is the City Manager of the City of Gladstone, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of it City Council, and said City Manager acknowledged said instrument to be the free act and deed of said corporation.

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

Pamela Dee Smitka  
Notary Public Within Said County/St.

My commission expires: 8/2/18.





Recording Date/Time: 08/19/2014 at 02:09:18 PM

Instr #: 2014024021

Book: 7353 Page: 39

Type: EASE

Pages: 4

Fee: \$33.00 S 20140018935



Jay Lawson  
Recorder of Deeds

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(Space above reserved for Recorder of Deeds certification)

1. **Title:** Standard Drainage Easement
2. **Date:** August 14, 2014
3. **Grantor:** Patricia Evarts
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 43, Evanston Place,  
a subdivision of land in Gladstone, MO, Clay County

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

Same

4

## STANDARD DRAINAGE EASEMENT

### KNOW ALL MEN BY THESE PRESENTS:

THAT, Patricia Evarts

2806 NE 56<sup>th</sup> Terrace

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 43, Evanston Place,  
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 28 day of April, 2014.

CITY OF GLADSTONE, MO

GRANTORS:

BY [Signature]  
City Manager, Kirk L. Davis

[Signature]  
Patricia Evarts

ATTEST: Ruth Bocchino 8/14/14  
City Clerk, Ruth Bocchino



GRANTOR'S ACKNOWLEDGMENT

STATE OF Missouri )  
COUNTY OF JACKSON ) ss.

On this 28 day of April, 2014, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ Patricia Evarts \_\_\_\_\_, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he executed the same as \_\_\_\_\_ her \_\_\_\_\_ free act and deed. And the said \_\_\_\_\_ Patricia Evarts \_\_\_\_\_ 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.

ASHLEY WYER  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires Dec. 2, 2017  
Commission # 13058467

[Signature]  
Notary Public within said County/St.

My commission expires 12-2-2017.

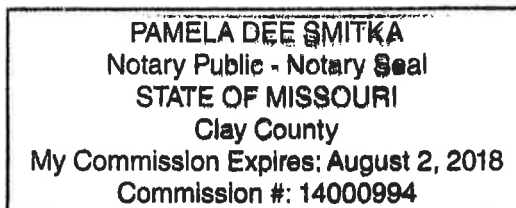
GRANTEE'S ACKNOWLEDGMENT

On this 14 day of August, 2014, before me, this undersigned Notary Public, personally appeared Kirk L. Davis, to me personally known, who being by me duly sworn, did say that (s)he is the City Manager of the City of Gladstone, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of it City Council, and said City Manager acknowledged said instrument to be the free act and deed of said corporation.

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

Pamela Dee Smitka  
Notary Public Within Said County/St.

My commission expires: 8/2/18.



Recorded in Clay County, Missouri



Recording Date/Time: 08/19/2014 at 02:09:18 PM

Instr #: 2014024022

Book: 7353 Page: 40

Type: EASE

Pages: 3

Fee: \$30.00 S 20140018935



Jay Lawson  
Recorder of Deeds

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(Space above reserved for Recorder of Deeds certification)

1. **Title:** Temporary Construction Easement

2. **Date:** August 14, 2014

3. **Grantor (s):** Jeffery Edward Senne

4. **Grantee (s):** City of Gladstone, Missouri

5. **Mailing Address:** 7010 North Holmes, Gladstone, MO 64118

6. **Legal Description:**

The East 20 feet of the North 80 feet of East 100 feet of lot 6, Evanston Place, a subdivision of land in Gladstone, Clay County, Missouri

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

Project No. \_\_\_\_\_

**TEMPORARY CONSTRUCTION EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

THAT, Jeffery Edward Senne  
(Name)

2807 NE 56<sup>th</sup> Terrace  
(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 20 feet of the North 80 feet of East 100 feet of lot 6, Evanston Place, a subdivision of land in Gladstone, Clay County, Missouri

**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 14<sup>th</sup> day of August 2014.

CITY OF GLADSTONE

By

Kirk L. Davis  
City Manager, Kirk L. Davis

GRANTOR:

Jeffery Edward Senne  
Jeffery Edward Senne

Attest:

Ruth Bocchino 8/14/14  
City Clerk, Ruth Bocchino





**GRANTOR'S ACKNOWLEDGMENT**

STATE OF MISSOURI  
COUNTY OF CLAY ss.

On this 4<sup>th</sup> day of November, 2013, before me, the undersigned Notary Public, personally appeared Jeffery Edward Senne 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 Jeffery Edward Senne further declared himself to be unmarried.

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 June 9 2014

Madeleine Cockrum  
Notary Public Within Said County and State

**MADELINE COCKRUM**  
**Notary Public Notary Seal**  
**STATE OF MISSOURI**  
**Clay County**

**My Commission Expires: June 09, 2014**  
**Commission #10893651**

**GRANTEE'S ACKNOWLEDGMENT**

On this 14 day of August, 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 8/2/18

Pamela Dee Smitka  
Notary Public Within Said County and State

**PAMELA DEE SMITKA**  
**Notary Public - Notary Seal**  
**STATE OF MISSOURI**  
**Clay County**  
**My Commission Expires: August 2, 2018**  
**Commission #: 14000994**



Recording Date/Time: 08/19/2014 at 02:09:18 PM

Instr #: 2014024023

Book: 7353 Page: 41

Type: EASE

Pages: 3

Fee: \$30.00 S 20140018935



Jay Lawson  
Recorder of Deeds

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(Space above reserved for Recorder of Deeds certification)

1. **Title:** Temporary Construction Easement
2. **Date:** August 14, 2014
3. **Grantor (s):** Denise A. Howeth
4. **Grantee (s):** City of Gladstone, Missouri
5. **Mailing Address:** 7010 North Holmes, Gladstone, MO 64118
6. **Legal Description:**

Commencing at the Northwest corner of lot 7 of Evanston Place, a subdivision of land in Gladstone, Clay County, Missouri; Thence Southerly along the west line of said lot a distance of 81.7 feet to the True Point of Beginning; thence at an angle  $7^{\circ}33'36''$  to the left a distance of 163 feet; thence at an angle  $49^{\circ}20'51''$  to the left a distance of 103.7 feet to the South line of said lot; thence east along south line of said lot a distance of 56.7 feet; thence at an angle  $89^{\circ}55'2''$  to the left a distance of 8.2 feet; thence northwesterly at an angle  $55^{\circ}4'59''$  to the left a distance of 128.4 feet; thence northerly at an angle  $46^{\circ}42'51''$  to the right a distance of 222.8 feet to the North line of said lot; thence westerly along north line of said lot to the point of beginning.

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

Project No. \_\_\_\_\_

**TEMPORARY CONSTRUCTION EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

THAT, Denise A. Howeth  
(Name)

2901 NE 56<sup>th</sup> Terrace  
(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:

Commencing at the Northwest corner of lot 7 of Evanston Place, a subdivision of land in Gladstone, Clay County, Missouri; Thence Southerly along the west line of said lot a distance of 81.7 feet to the True Point of Beginning; thence at an angle 7°33'36" to the left a distance of 163 feet; thence at an angle 49°20'51" to the left a distance of 103.7 feet to the South line of said lot; thence east along south line of said lot a distance of 56.7 feet; thence at an angle 89°55'2" to the left a distance of 8.2 feet; thence northwesterly at an angle 55°4'59" to the left a distance of 128.4 feet; thence northerly at an angle 46°42'51" to the right a distance of 222.8 feet to the North line of said lot; thence westerly along north line of said lot to the point of beginning.

**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 30 day of October, 2013.

CITY OF GLADSTONE

By

Kirk L. Davis  
City Manager, Kirk L. Davis

GRANTOR:

Denise A. Howeth  
Denise A. Howeth

Attest:

Ruth Bocchino  
City Clerk, Ruth Bocchino



**GRANTOR'S ACKNOWLEDGMENT**

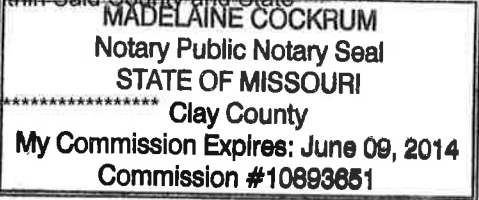
STATE OF MISSOURI  
COUNTY OF CLAY ss.

On this 30 day of October, 2013, before me, the undersigned Notary Public, personally appeared Denise A. Howeth 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 Denise A. Howeth 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 June 9, 2014

Notary Public Within Said County and State



**GRANTEE'S ACKNOWLEDGMENT**

On this 14 day of August, 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 8/2/18

Notary Public Within Said County and State





Recording Date/Time: 08/19/2014 at 02:09:18 PM

Instr #: 2014024024

Book: 7353 Page: 42

Type: EASE

Pages: 3

Fee: \$30.00 S 20140018935



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(Space above reserved for Recorder of Deeds certification)

1. **Title:** Temporary Construction Easement
2. **Date:** August 14, 2014
3. **Grantor (s):** Alexander J. & Judy K. Picone, H&W
4. **Grantee (s):** City of Gladstone, Missouri
5. **Mailing Address:** 7010 N. Holmes, Gladstone, MO 64118
6. **Legal Description:**

The South 55 feet of East 75' Lot 7, Evanston Place,  
a subdivision of land in Gladstone, MO, Clay County

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

Same

①

Project No. \_\_\_\_\_  
Tract \_\_\_\_\_

**TEMPORARY CONSTRUCTION EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

THAT, Alexander J. & Judy K. Picone, H&W  
(Names)

2903 NE 56<sup>th</sup> Terrace  
(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 South 55 feet of East 75' Lot 7, Evanston Place,  
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 14<sup>th</sup> day of August, 2014.

CITY OF GLADSTONE

By Kirk L. Davis  
City Manager, Kirk L. Davis

GRANTORS:

Alexander J. Picone  
Alexander J. Picone

Attest: Ruth Bocchino  
City Clerk, Ruth Bocchino

Judy K. Picone  
Judy K. Picone  
K.



**GRANTORS' ACKNOWLEDGMENT**

STATE OF MISSOURI  
COUNTY OF CLAY ss.

On this 27 day of November, 2013, before me, the undersigned Notary Public, personally appeared Alexander J. & Judy K. Picone, 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 Alexander J. & Judy K. Picone, 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 11-11, 14.

Rebecca Jarrett  
Notary Public Within Said County and State  
Notary Public-Notary Seal

STATE OF MISSOURI  
Clay County

My Commission Expires: November 11, 2014  
Commission #10392947

**GRANTEE'S ACKNOWLEDGMENT**

On this 14 day of August, 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 8/2/18.

Pamela Dee Smotka  
Notary Public Within Said County and State

PAMELA DEE SMITKA  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clay County  
My Commission Expires: August 2, 2018  
Commission #: 14000994



Recording Date/Time: 08/19/2014 at 02:09:18 PM

Instr #: 2014024025

Book: 7353 Page: 43

Type: EASE

Pages: 3

Fee: \$30.00 S 20140018935



Jay Lawson  
Recorder of Deeds

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(Space above reserved for Recorder of Deeds certification)

1. **Title:** Temporary Construction Easement
2. **Date:** August 14, 2014
3. **Grantor (s):** Stacey D. & Pamela E. Hale, H&W
4. **Grantee (s):** City of Gladstone, Missouri
5. **Mailing Address:** 7010 N. Holmes, Gladstone, MO 64118
6. **Legal Description:**

The East 20 feet of the South 60 feet of Lot 2, Evanston Place,  
a subdivision of land in Gladstone, MO, Clay County

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

24mc

3



Project No. \_\_\_\_\_  
Tract \_\_\_\_\_

**TEMPORARY CONSTRUCTION EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

THAT, Stacey D. & Pamela E. Hale, H&W  
(Names)

3106 NE 56<sup>th</sup> Terrace Gladstone, MO  
(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 20 feet of the South 60 feet of Lot 2, Evanston Place,  
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 14<sup>th</sup> day of March, 20 14.

CITY OF GLADSTONE

By

Kirk L. Davis  
City Manager, Kirk L. Davis

GRANTORS:

Stacey D. Hale

Stacey D. Hale

Attest:

Ruth Bocchino 8/14/14

City Clerk, Ruth Bocchino

Pamela E. Hale

Pamela E. Hale



**GRANTORS' ACKNOWLEDGMENT**

STATE OF MISSOURI  
COUNTY OF Clay ss.

On this 14<sup>th</sup> day of March, 2014, before me, the undersigned Notary Public, personally appeared Stacey D. & Pamela E. Hale, 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 Stacey D. & Pamela E. Hale, 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 Clay County, Missouri, the day and year last above written.

My commission expires March 25, 2016.

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

\*\*\*\*\*  
**GRANTEE'S ACKNOWLEDGMENT**

On this 14 day of August, 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 8/2/18.

*Pamela Dee Smitka*  
Notary Public Within Said County and State

PAMELA DEE SMITKA  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clay County  
My Commission Expires: August 2, 2018  
Commission #: 14000994



Recording Date/Time: 08/19/2014 at 02:09:18 PM

Instr #: 2014024026

Book: 7353 Page: 44

Type: EASE

Pages: 3

Fee: \$30.00 S 20140018935



Jay Lawson  
Recorder of Deeds

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(Space above reserved for Recorder of Deeds certification)

1. **Title:** Temporary Construction Easement
2. **Date:** August 14, 2014
3. **Grantor (s):** Robert J. & Lauren Petrillo, H&W
4. **Grantee (s):** City of Gladstone, Missouri
5. **Mailing Address:** 7010 N. Holmes, Gladstone, MO 64118
6. **Legal Description:**

The South 60 feet of East 30' Lot 7, Evanston Place,  
a subdivision of land in Gladstone, MO, Clay County

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

Slane

3

Project No. \_\_\_\_\_  
Tract \_\_\_\_\_

**TEMPORARY CONSTRUCTION EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

THAT, Robert J. & Lauren Petrillo, H&W  
(Names)

3107 NE 57<sup>th</sup> Terrace Gladstone, MO  
(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 South 60 feet of East 30' Lot 36, Evanston Place,  
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 20<sup>th</sup> day of December, 2013.

CITY OF GLADSTONE

By

[Signature]  
City Manager Kirk L. Davis

GRANTORS:

[Signature]  
Robert J. Petrillo

Attest:

Ruth Bocchino 8/14/14  
City Clerk Ruth Bocchino

[Signature]  
Lauren Petrillo



**GRANTORS' ACKNOWLEDGMENT**

STATE OF MISSOURI  
COUNTY OF Clay ss.

On this 20<sup>th</sup> day of December, 2013 before me, the undersigned Notary Public, personally appeared Robert J. & Lauren Petrillo, 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 Robert J. & Lauren Petrillo, 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 Clay County, Missouri, the day and year last above written.

My commission expires 3/25 2014.



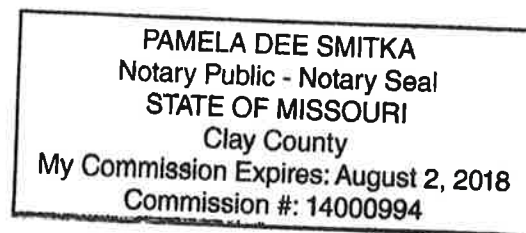
**GRANTEE'S ACKNOWLEDGMENT**

On this 14 day of August, 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 8/2/18.

Pamela Dee Smitka  
Notary Public Within Said County and State





Recording Date/Time: 08/19/2014 at 02:09:18 PM

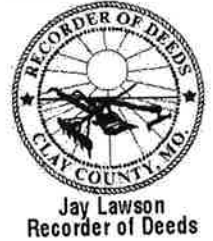
Instr #: 2014024027

Book: 7353 Page: 45

Type: EASE

Pages: 3

Fee: \$30.00 S 20140018935



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(Space above reserved for Recorder of Deeds certification)

1. **Title:** Temporary Construction Easement
2. **Date:** August 14, 2014
3. **Grantor (s):** Phillip Gregory & Patricia J. Burton, H&W
4. **Grantee (s):** City of Gladstone, Missouri
5. **Mailing Address:** 7010 N. Holmes, Gladstone, MO 64118
6. **Legal Description:**

Beginning at the Northwest corner of lot 13 of Evanston Place, a subdivision of land in Gladstone, Clay County, Missouri, Thence easterly along the North line of said lot a distance of 95.0 feet, to the point of beginning; thence continuing along North line of said lot a distance of 5.0 feet, thence Southerly parallel with the west line of said lot a distance of 197.4 feet, thence at an angle 5°34'3" to the left distance of 103.1 feet to the South line of said lot; thence west along south line of said lot a distance of 15.0 feet; thence North parallel with the West line of said lot a distance of 300.0 feet to the point of beginning.

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



Project No. \_\_\_\_\_  
Tract \_\_\_\_\_

**TEMPORARY CONSTRUCTION EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

THAT, Phillip Gregory & Patricia J. Burton, H&W  
(Names)

3213 NE 56<sup>th</sup> Terrace  
(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:

Beginning at the Northwest corner of lot 13 of Evanston Place, a subdivision of land in Gladstone, Clay County, Missouri, Thence easterly along the North line of said lot a distance of 95.0 feet, to the point of beginning; thence continuing along North line of said lot a distance of 5.0 feet, thence Southerly parallel with the west line of said lot a distance of 197.4 feet, thence at an angle 5°34'3" to the left distance of 103.1 feet to the South line of said lot; thence west along south line of said lot a distance of 15.0 feet; thence North parallel with the West line of said lot a distance of 300.0 feet to the point of beginning.

**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 13<sup>th</sup> day of May, 2014.

CITY OF GLADSTONE

By

Kirk L. Davis  
City Manager, Kirk L. Davis

GRANTORS:

Phillip Gregory Burton  
Phillip Gregory Burton

Attest:

Ruth Bocchino 8/14/14  
City Clerk, Ruth Bocchino

Patricia J. Burton  
Patricia J. Burton



**GRANTORS' ACKNOWLEDGMENT**

STATE OF MISSOURI  
COUNTY OF Clay ss.

On this 13<sup>th</sup> day of May, 2014, before me, the undersigned Notary Public, personally appeared Phillip Gregory & Patricia J. Burton, 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 Phillip Gregory & Patricia J. Burton, 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 Clay County, Missouri, the day and year last above written.

My commission expires Jan. 18, 2016.

Jureau Bowman  
Notary Public Within Said County and State  
STATE OF MISSOURI  
Clay County  
My Commission Expires Jan. 18, 2016  
Commission # 12294150

**GRANTEE'S ACKNOWLEDGMENT**

On this 14 day of August, 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, 2018

Pamela Dee Smitka  
Notary Public Within Said County and State

PAMELA DEE SMITKA  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clay County  
My Commission Expires: August 2, 2018  
Commission #: 14000994