

RESOLUTION NO. R-14-61

A RESOLUTION ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT DRAINAGE EASEMENTS FROM CERTAIN PROPERTY OWNERS IN CONJUNCTION WITH THE MILL CREEK BANK STABILIZATION AT NORTH FLORA AVENUE AND NORTH ANTIOCH ROAD PROJECT.

WHEREAS; A Temporary Construction Easement and Permanent Drainage Easements from certain property owners are necessary for the City to construct public improvements in conjunction with the Mill Creek Bank Stabilization at North Flora Avenue and North Antioch Road Project (CO1251); and

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

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

Standard Drainage Easements

"A" – Regina Jacob	6200 N. Wayne Avenue
"B" – Nancy L. Wulff	6018 N. Wayne Avenue
"C" – Marilyn Elaine Swoyer	6110 N. Wayne Avenue
"D" – Lloyd G. and Betty J. Holman	6108 N. Wayne Avenue
"E" – Kenneth D. and Barbara J. Haddock	6104 N. Wayne Avenue

Temporary Construction Easement

"F" – Alan J. Adams and Carol K. Adams	6204 N. Wayne Avenue
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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; and

FURTHER THAT, the City Clerk is hereby directed to record said Temporary Construction Easement 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 8TH DAY OF SEPTEMBER 2014.


J. Brian Hill, Mayor

ATTEST:


Ruth E. Bocchino, City Clerk



***Department of Public Works
Memorandum***

DATE: September 3, 2014
TO: Kirk L. Davis, City Manager
FROM: Tim Nebergall, Director of Public Works *TAN*
RE: Mill Creek Bank Stabilization at N. Flora Avenue and N. Antioch Road
Project # CO1251

We request that the following six (6) easements be submitted to the City Council for acceptance.

Standard Drainage Easements

"A" – Regina Jacob	6200 N. Wayne Avenue
"B" – Nancy L. Wulff	6018 N. Wayne Avenue
"C" – Marilyn Elaine Swoyer	6110 N. Wayne Avenue
"D" – Lloyd G. and Betty J. Holman	6108 N. Wayne Avenue
"E" – Kenneth D. and Barbara J. Haddock	6104 N. Wayne Avenue

Temporary Construction Easement

"F" – Alan J. Adams and Carol K. Adams	6204 N. Wayne Avenue
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Please be aware that the above easements represent five (5) out of the thirteen standard drainage easements and the only temporary easement necessary to complete this project.

Recorded in Clay County, Missouri



Recording Date/Time: 10/08/2014 at 02:11:49 PM

Instr #: 2014029660

Book: 7379 Page: 61

Type: EASE

Pages: 4

Fee: \$33.00 S 20140023279



Jay Lawson
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Standard Drainage Easement

2. **Date:** 9-8-14

3. **Grantor:** Regina Jacob

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

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

6. **Legal Description:**

The East 10.0 feet of the West 60.0 feet of Lot 24, Block 27, a subdivision of land in Gladstone, Clay County, Missouri

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

Glad =

R-14-61
(4)

STANDARD DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____ Regina Jacob _____

_____ 6200 N Wayne Avenue _____

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 10.0 feet of the West 60.0 feet of Lot 24, Block 27, a subdivision of land in Gladstone, Clay County, Missouri

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 4th day of August, 2014.

CITY OF GLADSTONE, MO

GRANTORS:

BY

Kirk Davis
City Manager, Kirk Davis

Regina Jacob
Regina Jacob

ATTEST:

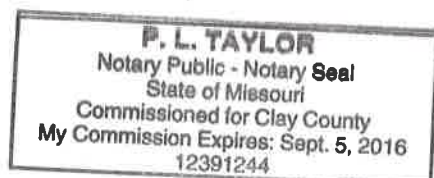
Ruth E. Bocchino
City Clerk, Ruth Bocchino

GRANTOR'S ACKNOWLEDGMENT

STATE OF MO)
) ss.
COUNTY OF Clay)

On this 4th day of August, 2014, before me, the undersigned Notary Public, personally appeared Regina Jacob, 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 Regina Jacob 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 09-05-2016

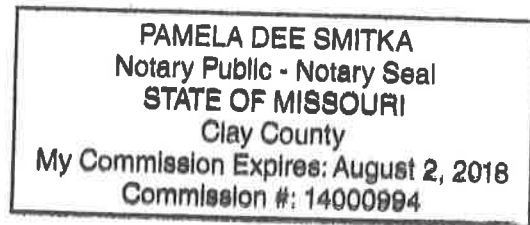
GRANTEE'S ACKNOWLEDGMENT

On this 29 day of September, 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: 10/08/2014 at 02:11:49 PM

Instr #: 2014029661

Book: 7379 Page: 62

Type: EASE

Pages: 4

Fee: \$33.00 S 20140023279



(Space above reserved for Recorder of Deeds certification)

1. **Title:** Standard Drainage Easement

2. **Date:** 9-8-14

3. **Grantor:** Nancy L. Wulff

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

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

6. **Legal Description:**

The West 65.0 feet of Lot 1, Block 27, a subdivision of land in Gladstone, Clay County, Missouri

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

10-14-14
(4)

STANDARD DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Nancy L. Wulff

6018 N. Wayne Avenue

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 West 65.0 feet of Lot 1, Block 27, a subdivision of land in Gladstone, Clay County, Missouri

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 25th day of July, 2014.

CITY OF GLADSTONE, MO

GRANTORS:

BY

Kirk Davis
City Manager, Kirk Davis

Nancy L. Wulff
Nancy L. Wulff

ATTEST:

Ruth E Bocchino
City Clerk, Ruth Bocchino



GRANTOR'S ACKNOWLEDGMENT

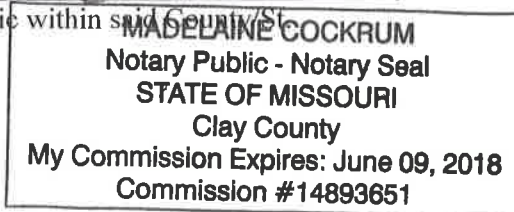
STATE OF MO)
) ss.
COUNTY OF CLAY)

On this 25th day of July, 2014, before me, the undersigned Notary Public, personally appeared Nancy L. Wulff, 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 Nancy L. Wulff 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 Cockrum
Notary Public within said County/State

My commission expires June 9, 2018.



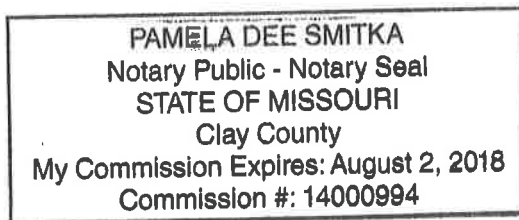
GRANTEE'S ACKNOWLEDGMENT

On this 29 day of September, 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: 10/08/2014 at 02:11:49 PM

Instr #: 2014029662

Book: 7379 Page: 63

Type: EASE

Pages: 4

Fee: \$33.00 S 20140023279



Jay Lawson
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Standard Drainage Easement
2. **Date:** 9-8-14
3. **Grantor:** Marilyn Elaine Swoyer
4. **Grantee (s):** City of Gladstone, Missouri
5. **Mailing Address:** 7010 N. Holmes; Gladstone, MO 64118
6. **Legal Description:**

The East 10.0 feet of the West 60.0 feet of Lot 23, Block 27, a subdivision of land in Gladstone, Clay County, Missouri
7. **Reference Book & Page:** N/A

R-14-61

4

STANDARD DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Marilyn Elaine Swoyer

6110 N Wayne Avenue

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 10.0 feet of the West 60.0 feet of Lot 23, Block 27, a subdivision of land in Gladstone, Clay County, Missouri

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 27th day of December, 2013

CITY OF GLADSTONE, MO

GRANTORS:

BY

Kirk Davis
City Manager, Kirk Davis

Marilyn Elaine Swoyer
Marilyn Elaine Swoyer

ATTEST:

Ruth E. Bocchino
City Clerk, Ruth Bocchino



GRANTOR'S ACKNOWLEDGMENT

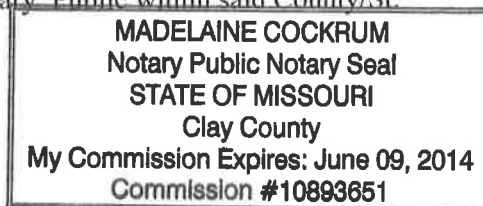
STATE OF mo)
) ss.
COUNTY OF Clay)

On this 27th day of December, 2013 before me, the undersigned Notary Public, personally appeared _____ Marilyn Elaine Swoyer _____, 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 _____ Marilyn Elaine Swoyer _____ 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.

Madeleine Cockrum
Notary Public within said County/St.

My commission expires June 09, 2014.



GRANTEE'S ACKNOWLEDGMENT

On this 29 day of September, 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: 10/08/2014 at 02:11:49 PM

Instr #: 2014029663

Book: 7379 Page: 64

Type: EASE

Pages: 4

Fee: \$33.00 S 20140023279



Jay Lawson
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Standard Drainage Easement
2. **Date:** 9-8-14
3. **Grantors:** Lloyd G. and Betty J. Holman
4. **Grantee (s):** City of Gladstone, Missouri
5. **Mailing Address:** 7010 N. Holmes; Gladstone, MO 64118
6. **Legal Description:**

The East 10.0 feet of the West 60.0 feet of Lot 22, Block 27, a subdivision of land in Gladstone, Clay County, Missouri

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

R-14-61

Glad =

(4)

STANDARD DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____ Lloyd G. and Betty J. Holman _____

_____ 6108 N Wayne Avenue _____

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 10.0 feet of the West 60.0 feet of Lot 22, Block 27, a subdivision of land in Gladstone, Clay County, Missouri

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 27th day of December, 2013.

CITY OF GLADSTONE, MO

BY

Kirk Davis
City Manager, Kirk Davis

GRANTOR:

Lloyd G. Holman
Lloyd G. Holman

GRANTOR:

ATTEST:

Ruth E. Bocchino
City Clerk, Ruth Bocchino

Betty J. Holman
Betty J. Holman



STATE OF MISSOURI)

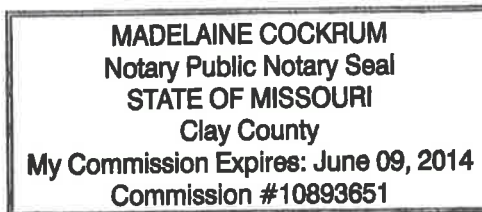
COUNTY OF Clay)

On this 27th day of December, 2013, before me, the undersigned Notary Public, personally appeared Lloyd G. and Betty J. Holman, 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 Lloyd G. and Betty J. Holman 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.

Madelaine Cockrum
Notary Public within said County/St.

My commission expires June 09, 2014.



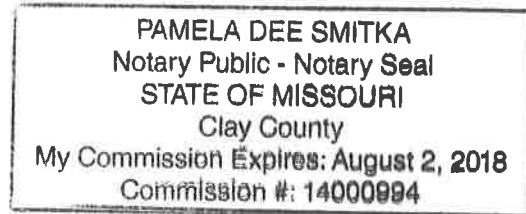
GRANTEE'S ACKNOWLEDGMENT

On this 29 day of September, 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: 10/08/2014 at 02:11:49 PM

Instr #: 2014029664

Book: 7379 Page: 65

Type: EASE

Pages: 4

Fee: \$33.00 S 20140023279



Jay Lawson
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Standard Drainage Easement
2. **Date:** 9-8-14
3. **Grantors:** Kenneth D. & Barbara J. Haddock
4. **Grantee (s):** City of Gladstone, Missouri
5. **Mailing Address:** 7010 N. Holmes; Gladstone, MO 64118
6. **Legal Description:**

The East 10.0 feet of the West 60.0 feet of Lot 20, Block 27, a subdivision of land in Gladstone, Clay County, Missouri
7. **Reference Book & Page:** N/A

12-14-14

4

STANDARD DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Kenneth D. & Barbara J. Haddock

6104 N Wayne Avenue

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 10.0 feet of the West 60.0 feet of Lot 20, Block 27, a subdivision of land in Gladstone, Clay County, Missouri

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 17th day of January, 2014.

CITY OF GLADSTONE, MO

GRANTOR:

BY

Kirk L. Davis
City Manager, Kirk L. Davis

Kenneth D. Haddock
Kenneth D. Haddock

GRANTOR:

ATTEST

Ruth E. Bocchino
City Clerk, Ruth Bocchino

Barbara J. Haddock
Barbara J. Haddock

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI)

) ss.

COUNTY OF Clay

On this 17th day of January, 2014, before me, the undersigned Notary Public, personally appeared Kenneth D. & Barbara J. Haddock, 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 Kenneth D. & Barbara J. Haddock 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.

Madeline Cockrum
Notary Public within said County/St.

My commission expires June 09, 2014



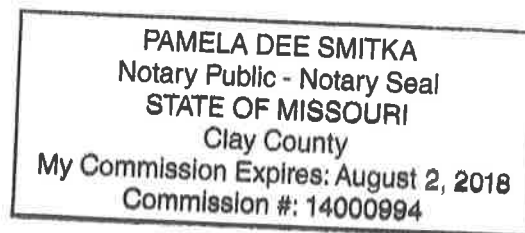
GRANTEE'S ACKNOWLEDGMENT

On this 29 day of September, 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: 10/08/2014 at 02:11:49 PM

Instr #: 2014029665

Book: 7379 Page: 66

Type: EASE

Pages: 3

Fee: \$30.00 S 20140023279



Jay Lawson
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Temporary Construction Easement
2. **Date:** 9-8-14
3. **Grantor (s):** Alan J. Adams and Carol K. Adams, H&W
4. **Grantee (s):** City of Gladstone, Missouri
5. **Mailing Address:** 7010 N. Holmes, Gladstone, MO 64118
6. **Legal Description:**

The East 10 feet of the West 60 feet of Lot 26, Block 27, Meadowbrook Estates, a subdivision of land in Gladstone, MO, Clay County
7. **Reference Book & Page:** N/A

12-14-11

3

Project No. _____
Tract _____

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Alan J. Adams and Carol K. Adams
(Names)

6204 N Wayne Ave. 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 10 feet of the West 60 feet of Lot 26, Block 27, Meadowbrook Estates, 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 19th day of February, 2014.

CITY OF GLADSTONE

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

Attest: Ruth E. Bocchino
City Clerk, Ruth E. Bocchino

GRANTORS:

Alan J. Adams
Alan J. Adams

Carol K. Adams
Carol K. Adams



GRANTORS' ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF Clay ss.

On this 19th day of Feb., 2014, before me, the undersigned Notary Public, personally appeared Alan J. Adams and Carol K. Adams 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 Alan J. Adams and Carol K. Adams further declared themselves to be married.

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 Oct. 10, 2016.

Rachel Rowell
Notary Public Within Said County and State

RACHEL ROWELL
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: Oct 10, 2016
Commission # 12403419

GRANTEE'S ACKNOWLEDGMENT

On this 29 day of September, 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