

RESOLUTION NO. R-14-62

A RESOLUTION ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT DRAINAGE EASEMENTS FROM CERTAIN PROPERTY OWNERS IN CONJUNCTION WITH THE MILL CREEK BANK STABILIZATION AT NORTHEAST PURSELL 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 NE Pursell Road Project (CP1531); 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 "E" are hereby accepted.

Standard Drainage Easements

| | |
|-------------------------------------|----------------------|
| "A" – Bryan D. and Kathryn H. Sloan | 2404 NE Pursell Road |
| "B" – John L. and Helen M. Geritz | 2402 NE Pursell Road |
| "C" – Neil and Jeanette Lawson | 2306 NE Pursell Road |
| "D" – Aaron M. and Jennifer L. Bush | 2416 NE Pursell Road |

Temporary Construction Easement

| | |
|-------------------------------------|----------------------|
| "E" – Aaron M. and Jennifer L. Bush | 2416 NE Pursell Road |
|-------------------------------------|----------------------|


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 *TNW*
RE: Mill Creek Bank Stabilization at NE Pursell Road
Project # CP1531

We request that the following five (5) easements be submitted to the City Council for acceptance.

Standard Drainage Easements

| | |
|-------------------------------------|----------------------|
| "A" – Bryan D. and Kathryn H. Sloan | 2404 NE Pursell Road |
| "B" – John L. and Helen M. Geritz | 2402 NE Pursell Road |
| "C" – Neil and Jeanette Lawson | 2306 NE Pursell Road |
| "D" – Aaron M. and Jennifer L. Bush | 2416 NE Pursell Road |

Temporary Construction Easement

| | |
|-------------------------------------|----------------------|
| "E" – Aaron M. and Jennifer L. Bush | 2416 NE Pursell Road |
|-------------------------------------|----------------------|

Please be aware that the above easements represent four (4) out of the thirty-five standard drainage easements and one (1) out of the seven (7) temporary construction easements necessary to complete this project.

Recorded in Clay County, Missouri



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

Instr #: 2014029666

Book: 7379 Page: 67

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:** Bryan D. & Kathryn H. Sloan
4. **Grantee (s):** City of Gladstone, Missouri
5. **Mailing Address:** 7010 N. Holmes; Gladstone, MO 64118
6. **Legal Description:**

The South 70 feet of the North 120 feet of Lot 21, Block 1, South Englewood, a subdivision of land in Gladstone, Clay County, Missouri
7. **Reference Book & Page:** N/A

12-14-62

Glad =

4

STANDARD DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Bryan D. & Kathryn H. Sloan

2404 NE Pursell Road

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 South 70 feet of the North 120 feet of Lot 21, Block 1, South Englewood, 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 18th day of August, 2014.

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

GRANTOR: Bryan D. Sloan

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

GRANTOR: Kathryn H. Sloan



KANSAS
STATE OF MISSOURI)
COUNTY OF Johnson) ss. **GRANTOR'S ACKNOWLEDGMENT**

On this 18th day of August, 2014, before me, the undersigned Notary Public, personally appeared Bryan D. & Kathryn H. Sloan, 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 Bryan D. & Kathryn H. Sloan further declare themselves to be married.

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

[Signature]
Notary Public within said County/St.

My commission expires 02/25/2015.



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 #: 2014029667

Book: 7379 Page: 68

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:** John L. & Helen M. Geritz

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

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

6. **Legal Description:**

Commencing at the Northwest property corner of Lot 22 of Block 1 West Englewood, a section of land in Gladstone, Clay County, Missouri, Thence S $68^{\circ}28'27''$ E along property line a distance of 61.1 feet, thence S $36^{\circ}18'25''$ W a distance of 120.0 feet along property line, thence N $50^{\circ}43'24''$ W a distance of 59.6 feet, thence N $36^{\circ}31'39''$ E along property line a distance of 101.5 feet to the Point of Beginning.

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

R-1462

Glad=

(4)

STANDARD DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, John L. & Helen M. Geritz

2402 NE Pursell Road

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:

Commencing at the Northwest property corner of Lot 22 of Block 1 West Englewood, a section of land in Gladstone, Clay County, Missouri, Thence S 68°28'27" E along property line a distance of 61.1 feet, thence S 36°18'25" W a distance of 120.0 feet along property line, thence N 50°43'24" W a distance of 59.6 feet, thence N 36°31'39" E along property line a distance of 101.5 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 30th day of January, 2014.

CITY OF GLADSTONE, MO

BY

Kirk L. Davis
City Manager, Kirk L. Davis

GRANTOR:

John L. Geritz
John L. Geritz

GRANTOR:

Helen M. Geritz
Helen M. Geritz

ATTEST:

Ruth E. Bocchino
City Clerk, Ruth Bocchino

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI)

COUNTY OF CLAY) ss.

On this 30 day of Jan, 2014, before me, the undersigned Notary Public, personally appeared John L. & Helen M. Geritz, 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 John L. & Helen M. Geritz 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.

[Signature]
Notary Public within said County/St.

My commission expires Aug 26, 2017.

BRENDEN PAGLIAI
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires Aug. 26, 2017
Commission # 13519502

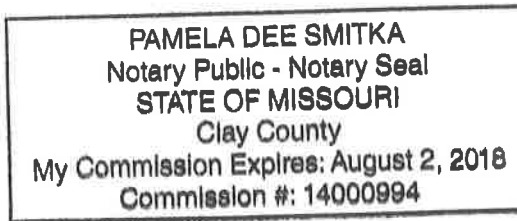
GRANTEE'S ACKNOWLEDGMENT

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 #: 2014029668

Book: 7379 Page: 69

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:** Neil & Jeanette Lawson
4. **Grantee (s):** City of Gladstone, Missouri
5. **Mailing Address:** 7010 N. Holmes; Gladstone, MO 64118
6. **Legal Description:**

Commencing at the Northwest property corner of Lot 1 of Block 1 West Englewood, a section of land in Gladstone, Clay County, Missouri, Thence S 68°28'27" E along property line a distance of 112.5 feet, thence S 37°19'28" W a distance of 77.2 feet along property line, thence N 55°24'0" W a distance of 110.6 feet, thence N 40°52'12" E along property line a distance of 37.0 feet to the Point of Beginning.

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

R-1462

Glad-

4

STANDARD DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Neil & Jeanette Lawson

2306 NE Pursell Road

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:

Commencing at the Northwest property corner of Lot 1 of Block 1 West Englewood, a section of land in Gladstone, Clay County, Missouri, Thence S 68°28'27" E along property line a distance of 112.5 feet, thence S 37°19'28" W a distance of 77.2 feet along property line, thence N 55°24'0" W a distance of 110.6 feet, thence N 40°52'12" E along property line a distance of 37.0 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 5th day of August, 2014.

CITY OF GLADSTONE, MO

GRANTOR:

BY

Kirk L. Davis
City Manager, Kirk L. Davis

Neil Lawson
Neil Lawson

GRANTOR:

ATTEST:

Ruth E. Bocchino
City Clerk, Ruth Bocchino

Jeanette Lawson
Jeanette Lawson

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI)

COUNTY OF Clay) ss.

On this 5th day of August, 2014, before me, the undersigned Notary Public, personally appeared Neil & Jeanette Lawson, 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 Neil & Jeanette Lawson further declare themselves to be married.

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

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

My commission expires 2-14-15.

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

My Commission Expires: February 14, 2015
Commission #11895199

GRANTEE'S ACKNOWLEDGMENT

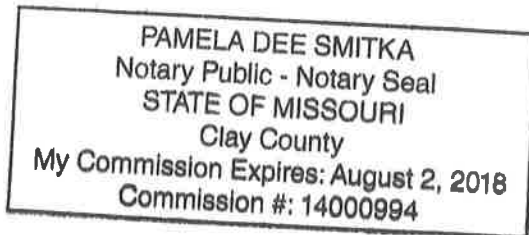
On this 29 day of September, 2014, before me, this undersigned Notary Public, personally appeared Kirk L. Davis, to me personally known, who being by me duly sworn, did say that (s)he is the City Manager of the City of Gladstone, Missouri, a municipal corporation, and that the seal affixed to the foregoing 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 #: 2014029669

Book: 7379 Page: 70

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:** Aaron M. & Jennifer L. Bush
4. **Grantee (s):** City of Gladstone, Missouri
5. **Mailing Address:** 7010 N. Holmes; Gladstone, MO 64118
6. **Legal Description:**

The South 70 feet of the North 140 feet of Lot 15, Block 1, South Englewood, a subdivision of land in Gladstone, Clay County, Missouri
7. **Reference Book & Page:** N/A

R-14-42

filed-

(4)

STANDARD DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Aaron M. & Jennifer L. Bush

2416 NE Pursell Road

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 South 70 feet of the North 140 feet of Lot 15, Block 1, South Englewood, 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 4th day of January, 2014.

CITY OF GLADSTONE, MO

GRANTOR:

BY

Kirk L. Davis
City Manager, Kirk L. Davis

Aaron M. Bush
Aaron M. Bush

GRANTOR:

ATTEST:

Ruth Bocchino
City Clerk, Ruth Bocchino

Jennifer L. Bush
Jennifer L. Bush



GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI)

) ss.

COUNTY OF Clay)

On this 4th day of January, 2014, before me, the undersigned Notary Public, personally appeared Aaron M. & Jennifer L. Bush, 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 Aaron M. & Jennifer L. Bush 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.

SHARON D ROSE
Notary Public - Notary Seal
Clay County, State of Missouri
My Commission Expires 04-24-2017
Commission # 13405028

Sharon D Rose
Notary Public within said County/St.

My commission expires 4-24-2017.

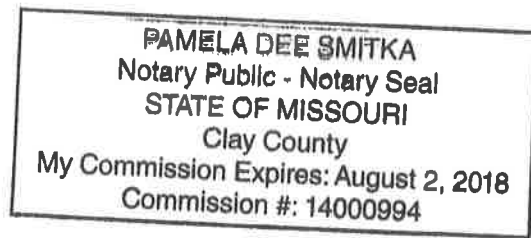
GRANTEE'S ACKNOWLEDGMENT

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.

My commission expires: 8/2/18

Pamela Dee Smitka
Notary Public Within Said County/St.





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

Instr #: 2014029670

Book: 7379 Page: 71

Type: EASE

Pages: 3

Fee: \$30.00 S 20140023279



(Space above reserved for Recorder of Deeds certification)

1. **Title:** Temporary Construction Easement

2. **Date:**

9-8-14

3. **Grantor (s):** Aaron M. & Jennifer L. Bush

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

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

6. **Legal Description:**

The North 140 feet of Lot 15, Block 1, South Englewood, a subdivision of land in Gladstone, Clay County, Missouri

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

K-14-62

Project No. _____
Tract _____

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Aaron M. & Jennifer L. Bush
(Names)

2416 NE Pursell Road

(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 North 140 feet of Lot 15, Block 1, South Englewood, 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, **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 4th day of January, 2014.

CITY OF GLADSTONE

By

Kirk L. Davis
City Manager, Kirk L. Davis

Attest:

Ruth E. Bocchino
City Clerk, Ruth Bocchino

GRANTORS:

Aaron M. Bush
Aaron M. Bush

Jennifer L. Bush
Jennifer L. Bush



GRANTORS' ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF Clay ss.

On this 4th day of January, 2014, before me, the undersigned Notary Public, personally appeared Aaron M. & Jennifer L. Bush 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 Aaron M. & Jennifer L. Bush 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 April 24, 2017.

Sharon D Rose
Notary Public Within Said County and State

SHARON D ROSE
Notary Public - Notary Seal
Clay County, State of Missouri
My Commission Expires 04-24-2017
Commission # 13405028

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