

RESOLUTION NO. R-14-63

A RESOLUTION GRANTING A PERMANENT EASEMENT TO KANSAS CITY POWER AND LIGHT TO CONSTRUCT, OPERATE, AND MAINTAIN ELECTRICAL IMPROVEMENTS TO SERVE GLADSTONE 18 LOCATED AT 504 NORTHEAST 70TH STREET.

WHEREAS; Kansas City Power and Light has requested a permanent easement to construct, operate, and maintain electrical improvements to serve Gladstone 18 located at 504 Northeast 70th Street; and

WHEREAS; the land related to 504 Northeast 70th Street is owned by the City of Gladstone; and

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

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


FURTHER THAT, all actions heretofore taken by the City Manager in approving or executing these easements are ratified and approved and further the City Manager of the City of Gladstone is hereby authorized to execute, and undertake and perform on behalf of the City of Gladstone, Missouri, the obligations and undertakings set forth in said conveyances.

INTRODUCED, READ, PASSED, SIGNED, AND MADE EFFECTIVE BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 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: Kansas City Power and Light Easement at Gladstone 18

Kansas City Power and Light has requested a 10-foot permanent easement to construct, operate, and maintain electrical improvements to serve Gladstone 18 located at 504 NE 70th Street. As the land owner, the easement must be executed by the City of Gladstone.

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

Clay County, Missouri

Unofficial Document

Recorded in Clay County, Missouri
Date and Time: 10/08/2014 at 11:31:39 AM
Instrument Number: 2014029648
Book: 7379 Page: 49
Instrument Type: EASE
Page Count: 5
Recording Fee: \$36.00 S



Electronically Recorded

Jay Lawson, Recorder

S 23	NE 1/4 Q/QQ
T 51	CLAY County
R 33	Missouri State

EASEMENT CONVEYANCE MUNICIPAL - Missouri

THIS EASEMENT, made and entered into this 8th day of September, 2014, by and between City of Gladstone, a municipal corporation under the laws of Missouri, "GRANTOR" and KANSAS CITY POWER & LIGHT COMPANY, a Missouri corporation whose mailing address is PO Box 418679, Kansas City, MO. 64141-9679, and its and their affiliates, lessees, licensees, designees, successors and assigns, of Jackson County, Missouri "GRANTEE".

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

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

SEE EXHIBIT "A".

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

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

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Clay County, Missouri

shall, whenever practicable, use existing roads or lands and shall repair any damage caused by its use thereof. All logs, limbs, or brush ~~cut~~ or trimmed by Grantee shall be removed by Grantee unless Grantor otherwise requests.

Unofficial Document

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

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

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

IN TESTIMONY WHEREOF, Grantor has hereunto executed this Easement this 8th day of September, 2014.

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

City of Gladstone

By: Kirk L Davis
Kirk L Davis

Title: CITY MANAGER

ATTEST:

Ruth E Bocchino
CITY CLERK RUTH BOCCHINO

SEAL:

September 29, 2014
DATE

Work Request/Project Number 646928

Validated by: mlf



Clay County, Missouri

ACKNOWLEDGEMENT
Municipal-Missouri

Unofficial Document

State of Missouri

Ss.

County of CLAY

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

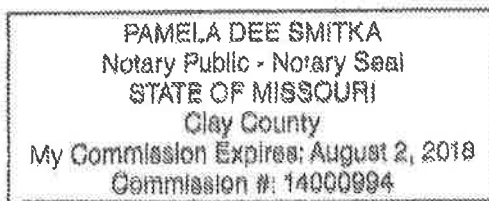
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My Commission Expires

8/2/18

Notary Public

Pamela Dee Smitka



Clay County, Missouri

EXHIBIT A

8/15/2014

Unofficial Document

B13S2406

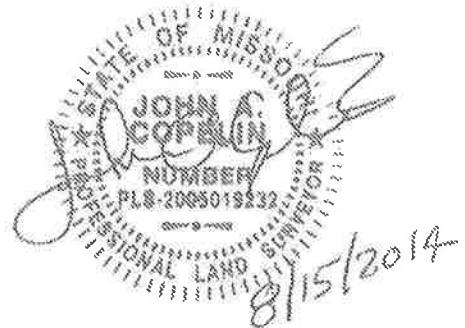
PROPOSED 10' WIDE KCP&L EASEMENT - 504 NE. 70TH ST., GLADSTONE, MO

A STRIP OF LAND OVER A PORTION OF LOT 5, BLOCK 23, LINDEN, A SUBDIVISION IN GLADSTONE, CLAY COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 2 AT PAGE 38 IN THE OFFICE OF THE RECORDER OF DEEDS FOR SAID CLAY COUNTY, MISSOURI, SAID STRIP BEING 10.00 FEET WIDE LYING 5.00 FEET ON BOTH SIDES OF THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 7 OF SAID BLOCK 23; THENCE N00°03'40"W ALONG THE EAST LINE OF SAID BLOCK 23, A DISTANCE OF 138.27 FEET TO A POINT IN THE EAST LINE OF SAID LOT 5, SAID POINT ALSO BEING THE POINT OF BEGINNING OF SAID STRIP TO BE DESCRIBED; THENCE S89°44'55"W, A DISTANCE OF 20.66 FEET TO THE POINT OF TERMINATION OF SAID 10.00 FEET WIDE STRIP.

THE SIDELINES OF THE 10.00 FEET WIDE STRIP SHALL BE EXTENDED AND SHORTENED TO TERMINATE ON SAID EASTERLY LINE OF LOT 5.

CONTAINS 207 SQUARE FEET OR 0.005 ACRES, MORE OR LESS.
END OF DESCRIPTION



\\KCSERVER2\Projects\B13_2406\Survey\Descriptions\20140815\70TH & N. CHERRY ST\504 NE70TH_ESMT.docx

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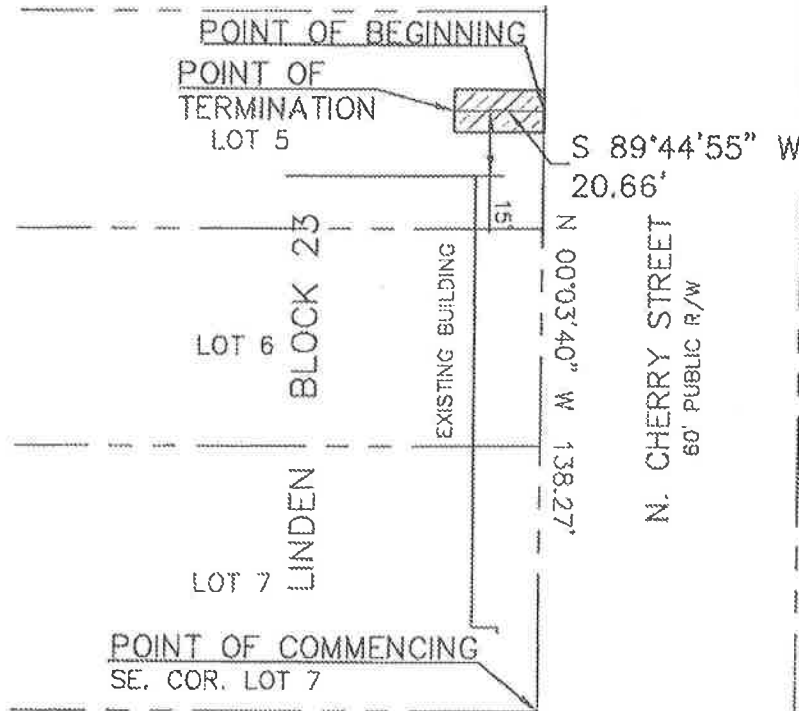
EXHIBIT

SKETCH

Unofficial Document

SCALE 1" = 40'

LOT 4

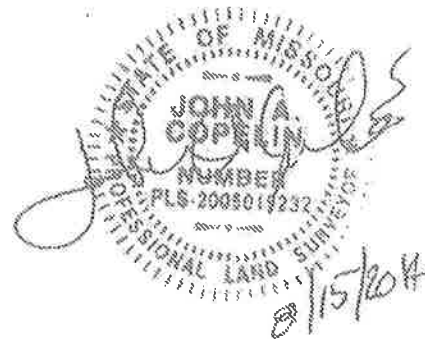


70TH STREET
80' PUBLIC R/W



8040 N. OAK TRAFFICWAY
KANSAS CITY, MISSOURI 64118
PH. (816) 468-5858 | FAX (816) 468-6651
kc@kveng.com | www.kveng.com

KAW VALLEY ENGINEERING



8/15/2014
2406EXC

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