

RESOLUTION NO. R-15-40

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).

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 "F" through "H" are hereby accepted. The easement exhibit labeling is a continuation of the easements submitted and accepted under resolution R-14-62.

Standard Drainage Easements

"F" – Paul Mundy

2406 NE Pursell Road

"G" – Paul Mundy

2406 NE Pursell Road

Temporary Construction Easement

"H" – Bryan D. & Kathryn H. Sloan

2404 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 22ND DAY OF JUNE 2015.



Mayor Bill Garnos

ATTEST:



Ruth E. Bocchino, City Clerk



***Department of Public Works
Memorandum***

DATE: June 17, 2015
TO: Kirk L. Davis, City Manager
FROM: Timothy A. Nebergall, Director of Public Works ^{TAN}
RE: Mill Creek Bank Stabilization at NE Pursell Road
Project # CP1531

We request that the following three (3) easements be submitted to the City Council for acceptance.

Standard Drainage Easements

"F" – Paul Mundy	2406 NE Pursell Road
"G" – Paul Mundy	2406 NE Pursell Road

Temporary Construction Easement

"H" – Bryan D. & Kathryn H. Sloan	2404 NE Pursell Road
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No additional easements are required to begin construction of the first phase of the project.



Recording Date/Time: 06/26/2015 at 01:33:27 PM

Instr #: 2015020718

Book: 7523 Page: 171

Type: EASE

Pages: 4

Fee: \$33.00 S 20150016254



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Standard Drainage Easement
2. **Date:** June 22, 2015
3. **Grantor:** Paul Mundy
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 79.31 feet, thence S 36°31'39" W a distance of 101.5 feet along property line, thence N 50°43'24" W a distance of 77.7 feet, thence N 37°19'28" E along property line a distance of 77.2 feet to the Point of Beginning.

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

STANDARD DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Paul Mundy

2406 NE Pursell Road

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:

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 79.31 feet, thence S 36°31'39" W a distance of 101.5 feet along property line, thence N 50°43'24" W a distance of 77.7 feet, thence N 37°19'28" E along property line a distance of 77.2 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 Paul Mundy 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 11th day of March, 2015.

CITY OF GLADSTONE, MO

GRANTORS:

BY

Kirk Davis
City Manager
KIRK DAVIS

Paul Mundy
Paul Mundy

ATTEST:

Ruth E Boocking
City Clerk



GRANTOR'S ACKNOWLEDGMENT

STATE OF Missouri) ss.
COUNTY OF Clay)

On this 11th day of March 2015, before me, the undersigned Notary Public, personally appeared Paul Mundy, 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 Paul Mundy 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.

Ginger L. Sprick

Notary Public Within Said County/St.
Notary Public - Notary Seal
Clay County, State of Missouri
My Commission Expires 3/25/2016
12319212

My commission expires 3/25/2016.

GRANTEE'S ACKNOWLEDGMENT

On this 25 day of June, 2015, 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 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.

Pamela Dee Smitka

Notary Public Within Said County/St.

My commission expires: 8/2/18.

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



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Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Standard Drainage Easement
2. **Date:** June 22, 2015
3. **Grantor:** Paul Mundy
4. **Grantee (s):** City of Gladstone, Missouri
5. **Mailing Address:** 7010 N. Holmes; Gladstone, MO 64118
6. **Legal Description:**

The West 10 feet of Lot 1 of Block 1 West Englewood, a section of land in Gladstone, Clay County, Missouri
7. **Reference Book & Page:** N/A

same

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STANDARD DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Paul Mundy

2406 NE Pursell Road

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 10 feet of Lot 1 of Block 1 West Englewood, a section 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 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 Paul Mundy 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 11th day of March, 2015.

CITY OF GLADSTONE, MO

GRANTORS:

BY

Kirk L. Davis
City Manager KIRK DAVIS

Paul Mundy
Paul Mundy

ATTEST:

Ruth E Bocephino
City Clerk



GRANTOR'S ACKNOWLEDGMENT

STATE OF Missouri)
) ss.
COUNTY OF Clay)

On this 11th day of March, 2015, before me, the undersigned Notary Public, personally appeared Paul Mundy, 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 Paul Mundy 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 L Sprink

Notary Public within said County/St.
Notary Public - Notary Seal
Clay County, State of Missouri
My Commission Expires 3/25/2016
12319212

My commission expires 3/25/2016.

GRANTEE'S ACKNOWLEDGMENT

On this 25 day of June, 2015, 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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Pages: 3

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Kalee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Temporary Construction Easement

2. **Date:** June 22, 2015

3. **Grantor (s):** 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 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

Project No. _____
Tract _____

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Bryan D. & Kathryn H. Sloan
(Names)

2404 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 120 feet of Lot 21, 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 25th day of June, 2015.

CITY OF GLADSTONE

By

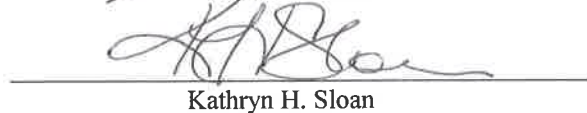

City Manager

GRANTORS:


Bryan D. Sloan

Attest:

Ruth E. Bocchino
City Clerk


Kathryn H. Sloan



GRANTORS' ACKNOWLEDGMENT

KANSAS
STATE OF MISSOURI
COUNTY OF Johnson ss.

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 in 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 declared themselves to be married.

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

My commission expires 02/25 2015.

[Signature]
Notary Public Within Said County and State



GRANTEE'S ACKNOWLEDGMENT

On this 25 day of June, 2015, 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 Aug. 2 2018.

Pamela Dee Smitka
Notary Public Within Said County and State

