

**RESOLUTION NO. R-15-51**

**A RESOLUTION ACCEPTING AN EASEMENT FROM A CERTAIN PROPERTY OWNER IN CONJUNCTION WITH THE NORTHEAST 74<sup>TH</sup> STREET WEST OF NORTH OAK TRAFFICWAY STREET IMPROVEMENTS PROJECT**

**WHEREAS**, An easement from a certain property owner is necessary for the City to construct public improvements in conjunction with the NE 74<sup>th</sup> Street West of North Oak Trafficway Street Improvements (TP1510).

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

**THAT**, the Easement from a property owner attached hereto as Exhibit "A" is hereby accepted.

Standard Drainage and Retaining Wall Easement

"A" – Tom L. Nations.                      104 NE 74<sup>th</sup> Street

**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 document 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 10<sup>th</sup> DAY OF AUGUST 2015.**



\_\_\_\_\_  
Mayor Bill Garnos

ATTEST:

  
\_\_\_\_\_  
Ruth E. Bocchino, City Clerk



***Department of Public Works  
Memorandum***



**DATE:** August 5, 2015  
**TO:** Kirk L. Davis, City Manager  
**FROM:** Timothy A. Nebergall, Director of Public Works *TAN*  
**RE:** NE 74<sup>th</sup> Street West of North Oak Trafficway Street Improvements  
Project #TP1510

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We request that the following easement be submitted to the City Council for acceptance.

Standard Drainage and Retaining Wall Easement

"A" – Tom L. Nations

104 NE 74<sup>th</sup> Street

Please be aware that the above easement represents all of the easements necessary to complete this project.



Recording Date/Time: 09/01/2015 at 12:21:28 PM

Instr #: 2015029931

Book: 7567 Page: 232

Type: EASE

Pages: 6

Fee: \$39.00 S 20150023162



Katee Porter  
Recorder of Deeds

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(Space above reserved for Recorder of Deeds certification)

1. **Title:** Standard Drainage and Retaining Wall Easement
2. **Date:** *August 10, 2015*
3. **Grantor:** Tom L. Nations
4. **Grantee (s):** City of Gladstone, Missouri
5. **Mailing Address:** 7010 N. Holmes; Gladstone, MO 64118
6. **Legal Description:**  
  
The west 10 feet of the east half of Lot 8; and  
The south 5 feet of the east half of Lot 8; and  
The west 50 feet of the south 5 feet of Lot 7, El View Acres, a subdivision of  
land in Gladstone, MO, Clay County.
7. **Reference Book & Page:** N/A

*Same*

*(6)*

STANDARD DRAINAGE AND RETAINING WALL EASEMENT

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT,** Tom L. Nations  
(NAME OR NAMES )  
104 NE 74<sup>th</sup> Street, Gladstone, MO 64119  
(ADDRESS)

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 the east half of Lot 8; and  
The south 5 feet of the east half of Lot 8; and  
The west 50 feet of the south 5 feet of Lot 7, El View Acres, a subdivision of land in Gladstone, MO, Clay County.

**TO HAVE AND TO HOLD** to same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the **GRANTEE**, its successors and assigns for so long as said use shall continue, the **GRANTOR** hereby covenanting for 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 Tom L. Nations 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 Grantor does hereunto set his hand and subscribed his name to the foregoing, this 14th day of July, 2015.

CITY OF GLADSTONE, MO

GRANTORS:

BY:

Kirk L. Davis  
Kirk L. Davis, City Manager

Tom L. Nations  
Tom L. Nations

ATTEST:

Ruth E. Bocchino  
Ruth Bocchino, City Clerk



GRANTOR'S ACKNOWLEDGMENT

STATE OF Missouri )  
 ) ss.  
COUNTY OF Clay )

On this 14<sup>th</sup> day of July, 2015, before me, the undersigned Notary Public, personally appeared Tom Nations, 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 Tom L. Nations 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.

Jennifer L. Sprink

**Notary Public - Notary Seal**

**Clay County, State of Missouri**

**My Commssion Expires 3/25/2016**

**12319212**

My commission expires 3/25/2016.

GRANTEE'S ACKNOWLEDGMENT

On this 21 day of August, 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: August 2, 2018



