

RESOLUTION NO. R-15-57

A RESOLUTION ACCEPTING A PERMANENT EASEMENT AND A RIGHT-OF-WAY EASEMENT FROM CERTAIN PROPERTY OWNERS IN CONJUNCTION WITH THE ROCK CREEK GREENWAY TRAIL PROJECT.

WHEREAS, Easements from certain property owners are necessary for the City to construct public improvements in conjunction with the Rock Creek Greenway Project (TP1571).

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

THAT, the Permanent Easement and Right-of-Way Easement from property owners attached hereto as Exhibits "E" through "F" are hereby accepted. The easement exhibit labeling is a continuation of the easements submitted and accepted under resolution R-15-34.

Trail and Drainage Easement

"E" – Heritage Senior Properties, LLC,
a Missouri Limited Liability Company 3000 NE 64th Street

Trail Easement

"F" – Susan M. and Gerald Padilla, w&h 6311 N. Bellefontaine Avenue

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 documents 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 14th DAY OF SEPTEMBER 2015.



Mayor Bill Garnos

ATTEST:



Ruth E. Bocchino, City Clerk



***Department of Public Works
Memorandum***

DATE: September 9, 2015
TO: Kirk L. Davis, City Manager
FROM: Timothy A. Nebergall, Director of Public Works *TAN*
RE: Rock Creek Greenway Trail
Project # TP1571

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

Trail and Drainage Easement

“E” – Heritage Senior Properties, LLC,
a Missouri Limited Liability Company 3000 NE 64th Street

Trail Easement

“F” – Susan M. and Gerald Padilla, w&h 6311 N. Bellefontaine Avenue

Please be aware that the above easements represent six (6) out of the seven (7) properties necessary to complete this project.



Recording Date/Time: 10/13/2015 at 01:44:23 PM

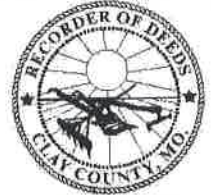
Instr #: 2015034704

Book: 7591 Page: 167

Type: EASE

Pages: 5

Fee: \$36.00 S 20150026964



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Right of Way Easement for Recreational Trail

2. **Date:** *September 14, 2015*

3. **Grantor (s):** Susan M. and Gerald Padilla, w&h

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

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

6. **Legal Description:**

THAT PORTION OF LOT 16 AND LOT 15, BLOCK 2, MEADOWBROOK NORTH, IN THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH CORNER OF SAID LOT 16; THENCE S 37°21'00" E ALONG THE EAST LINE OF SAID LOT 16, 97.00 FEET, TO THE MOST EASTERLY CORNER OF LOT 16; THENCE S 29°38'12" W ALONG THE SOUTH LINE OF SAID LOT 16, 43.46 FEET; THENCE N 37°21'00" W PARALLEL TO SAID EAST LINE, 119.50 FEET, TO A POINT IN LOT 15; THENCE N 16°35'50" E, 49.48 FEET, TO THE EAST LINE OF SAID LOT 15; THENCE S 37°21'00" E ALONG THE EAST LINE OF SAID LOT 15, 34.63 FEET, TO THE POINT OF BEGINNING. CONTAINS 5,023 SF OR .12 ACRES.

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

RIGHT OF WAY EASEMENT FOR RECREATIONAL TRAIL

KNOW ALL MEN BY THESE PRESENTS:

THAT, Susan M. and Gerald Padilla, w&h
(NAME OR NAMES)
6311 N. Bellefontaine Avenue
(ADDRESS)

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 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**, a right of way easement for the location, construction, reconstruction, maintenance, removal, operation and repair of a recreational trail and appurtenances incidental thereto, for walking, running, bicycling, and other recreational purposes over, under and through the following described tract of land lying, being and situated in the City of Gladstone, Clay County, Missouri, to-wit:

THAT PORTION OF LOT 16 AND LOT 15, BLOCK 2, MEADOWBROOK NORTH, IN THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH CORNER OF SAID LOT 16; THENCE S 37°21'00" E ALONG THE EAST LINE OF SAID LOT 16, 97.00 FEET, TO THE MOST EASTERLY CORNER OF LOT 16; THENCE S 29°38'12" W ALONG THE SOUTH LINE OF SAID LOT 16, 43.46 FEET; THENCE N 37°21'00" W PARALLEL TO SAID EAST LINE, 119.50 FEET, TO A POINT IN LOT 15; THENCE N 16°35'50" E, 49.48 FEET, TO THE EAST LINE OF SAID LOT 15; THENCE S 37°21'00" E ALONG THE EAST LINE OF SAID LOT 15, 34.63 FEET, TO THE POINT OF BEGINNING. CONTAINS 5,023 SF OR .12 ACRES.

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 right-of-way easement is hereby acquired for public use and is part of the MetroGreen regional recreational trails/greenway system and shall include the rights to clear, cut, fell, remove, and dispose of any and all timber, trees, underbrush, and/or other obstructions there from, to grade, excavate, cut away, and remove any of said land and to replace thereon other material, to construct and maintain the greenway system for trails for walking, running, bicycling, and other recreational purposes; and for such other purposes as may be required in connection with said work of improvement: reserving, however to the **GRANTOR**, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby established.

2. The right of **GRANTEE**, its agents, servants, employees, or independent contractor to go upon said land for the location, construction, reconstruction, maintenance, removal, operation and repair of a recreational trail and 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 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 hands and subscribed their names to the foregoing, this 11 day of August, 2015.

CITY OF GLADSTONE, MO

GRANTOR(S)

BY:


Kirk D. Davis, City Manager


Susan M. Padilla

ATTEST:


Ruth Bocchino, City Clerk


Gerald Padilla



9/23/15

GRANTOR'S ACKNOWLEDGMENT

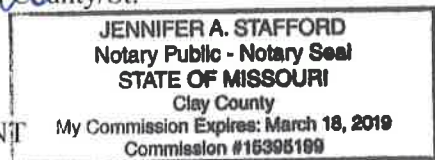
STATE OF MISSOURI)
) ss.
COUNTY OF Clay)

On this 11th day of August, 2015, before me, the undersigned Notary Public, personally appeared Susan M. and Gerald Padilla, 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 Susan M. and Gerald Padilla 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 March 18, 2019.



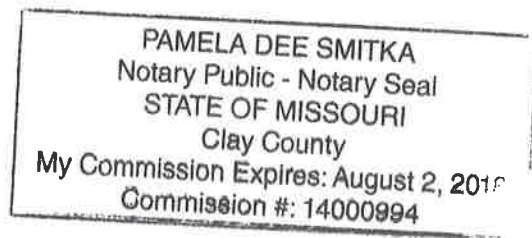
GRANTEE'S ACKNOWLEDGMENT

On this 21 day of September, 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.



Consent of Lien Holder

Wells Fargo Bank, N.A. ("Lien Holder"), is the current holder of a Mortgage Deed of Trust dated November 7th, 2008 as recorded in Instrument No. 2008040093, hereby consents to the grant of the foregoing Right of Way Easement for Recreational Trail by Susan M. Padilla to City of Gladstone, Missouri and joins in the execution hereof solely as Lien Holder and hereby does agree that in the event of the foreclosure of said mortgage, or other sale of said property described in said mortgage under judicial or non-judicial proceedings, the same shall be sold subject to said Right of Way Easement for Recreational Trail.

SIGNED AND EXECUTED this 17 day of August, 2015.

Wells Fargo Bank, N.A.

By: Laura E. Valentine
Laura E. Valentine, Vice President

STATE of Maryland

COUNTY of Frederick

BEFORE ME, the undersigned authority, on this day personally appeared Laura E. Valentine, Vice President of Wells Fargo Bank, N.A. known to me to be the person and Officer whose name is subscribed to the foregoing instrument and who acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said Bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 17 day of August, 2015.



Kristin Jolliff
Notary Public State of Maryland
Kristin Jolliff
My commission expires: 3/26/2019



Recording Date/Time: 10/13/2015 at 01:44:23 PM

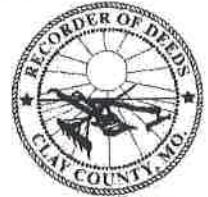
Instr #: 2015034705

Book: 7591 Page: 168

Type: EASE

Pages: 7

Fee: \$42.00 \$ 20150026964



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Standard Drainage and Trail Easement
2. **Date:** *September 14, 2015*
3. **Grantor (s):** Heritage Senior Properties, L.L.C., a Missouri Limited Liability Company
4. **Grantee (s):** City of Gladstone, Missouri
5. **Mailing Address:** 7010 N. Holmes; Gladstone, MO 64118
6. **Legal Description:**

THAT PORTION OF TRACT A, MEADOWBROOK NORTH AMENDED PLAT, A SUBDIVISION IN THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT A; THENCE S 89°21'20" E ALONG THE SOUTH LINE OF SAID TRACT A, 81.70 FEET TO THE POINT OF BEGINNING OF THAT PORTION BEING DESCRIBED HEREIN; THENCE N 00°25'47"E, A DISTANCE OF 93.02 FEET; THENCE N 28°01'12" W, A DISTANCE OF 169.64 FEET TO A POINT ON THE WEST LINE OF SAID TRACT A; THENCE N 00°38'20" E ALONG THE WEST LINE OF SAID TRACT A, A DISTANCE OF 57.72 FEET; THENCE S 29°20'35" E, 364.36 FEET TO A POINT ON SAID SOUTH LINE; THENCE N 89°21'20"W ALONG SAID SOUTH LINE, A DISTANCE OF 66.88 FEET; THENCE S 00°38'40"W, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 5.00 FEET; THENCE N 89°21'20" W, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 33.50 FEET TO THE POINT OF BEGINNING. CONTAINS 15,668 SF OR 0.36 ACRES.

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

STANDARD DRAINAGE AND TRAIL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Heritage Senior Properties, L.L.C., a Missouri Limited Liability Company

(NAME OR NAMES)

30002 38th St

(ADDRESS)

of Grain Valley, Jackson 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 for the location, construction, reconstruction, maintenance, removal, operation and repair of a recreational trail thereto, for walking, running, bicycling, and other recreational purposes over, under and through the following described tract of land and the construction, maintenance, removal, operation and repair of the storm drainage facilities lying, being and situated in the City of Gladstone, Clay County, Missouri, to-wit:

THAT PORTION OF TRACT A, MEADOWBROOK NORTH AMENDED PLAT, A SUBDIVISION IN THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT A; THENCE S 89°21'20" E ALONG THE SOUTH LINE OF SAID TRACT A, 81.70 FEET TO THE POINT OF BEGINNING OF THAT PORTION BEING DESCRIBED HEREIN; THENCE N 00°25'47"E, A DISTANCE OF 93.02 FEET; THENCE N 28°01'12" W, A DISTANCE OF 169.64 FEET TO A POINT ON THE WEST LINE OF SAID TRACT A; THENCE N 00°38'20" E ALONG THE WEST LINE OF SAID TRACT A, A DISTANCE OF 57.72 FEET; THENCE S 29°20'35" E, 364.36 FEET TO A POINT ON SAID SOUTH LINE; THENCE N 89°21'20"W ALONG SAID SOUTH LINE, A DISTANCE OF 66.88 FEET; THENCE S 00°38'40"W, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 5.00 FEET; THENCE N 89°21'20" W, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 33.50 FEET TO THE POINT OF BEGINNING. CONTAINS 15,668 SF OR 0.36 ACRES.

Said trail easement is hereby acquired, under the conditions of RSMo 258.100, for public use and is part of the Metro Green regional trail system.

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 its 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 Heritage Senior Properties, L.L.C., a Missouri Limited Liability Company is lawfully seized and possessed of the real estate above described, that it 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 it forever warrants and defends the title thereto against the lawful claims of all affecting the right and easement granted hereunder.

IN WITNESS WHEREOF, said Grantor does hereunto set her hand and subscribed her name to the foregoing, this 8th day of August, 2015.

CITY OF GLADSTONE, MO

BY: _____

Kirk L. Davis, City Manager

GRANTOR:

Elizabeth Stickley
Elizabeth Stickley

ATTEST: _____

Ruth Bocchino, City Clerk

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI)

) ss.

COUNTY OF Clay)

On this 8th day of August, 2015, before me, the undersigned Notary Public, personally appeared Elizabeth Stickley, to me known to be the person described herein and who executed the foregoing instrument on behalf of Heritage Senior Properties, L.L.C., a Missouri Limited Liability Company and acknowledged that _____ executed the same as the free act and deed of the company.

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.

Kimberly K Marshall
Notary Public within said County/St.

My commission expires 8/8/15.



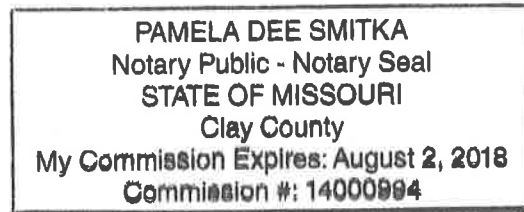
GRANTEE'S ACKNOWLEDGMENT

On this 21 day of September, 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.



ADDRESS:
3000 NE. 64TH ST.
6/2/2015

B15S2749

LEGAL DESCRIPTION

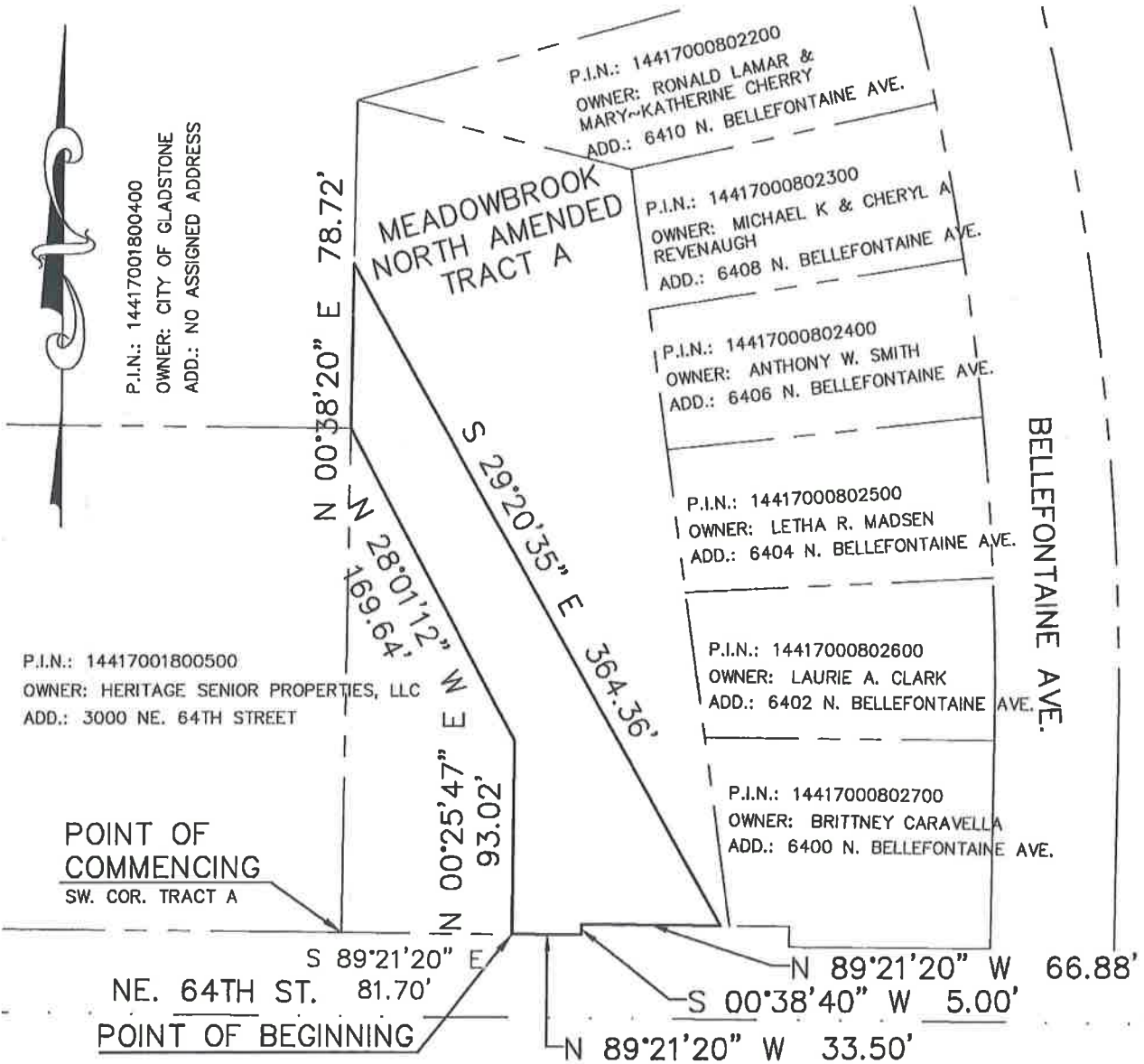
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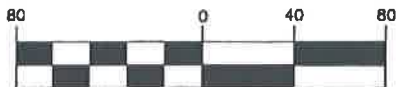


DEED EXHIBIT

HERITAGE SENIOR PROPERTIES, LLC
3000 NE. 64TH STREET
GLADSTONE, CLAY COUNTY, MISSOURI



GRAPHIC SCALE

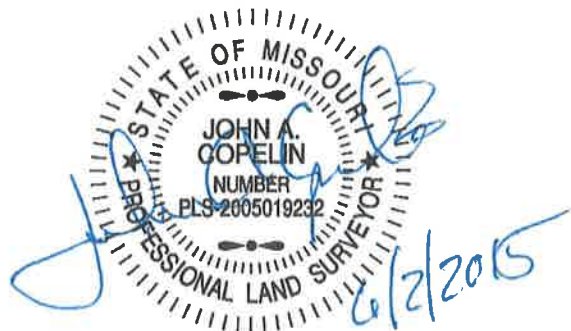


(IN FEET)
1 inch = 80 ft.



KAW VALLEY ENGINEERING

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



6/2/2015
2749EXC