

RESOLUTION NO. R-16-37

A RESOLUTION ACCEPTING EASEMENTS FROM CERTAIN PROPERTY OWNERS IN CONJUNCTION WITH THE PLEASANT VALLEY ROAD IMPROVEMENTS PROJECT FROM NORTH INDIANA AVENUE TO NORTH BRIGHTON AVENUE.

WHEREAS, easements from certain property owners are necessary for the City to construct public improvements in conjunction with the Pleasant Valley Road Improvements Project from North Indiana Avenue to North Brighton Avenue (TP1411).

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

THAT, the easements from the property owners attached hereto as Exhibits “U” through “V” are hereby accepted. The easement exhibit labeling is a continuation of the easements submitted and accepted under resolutions R-15-52, R-15-55, R-16-02, R-16-05, R-16-15, and R-16-27.

Temporary Construction Easement

“U” - Bryan D. Sloan

7500 W. 151st Street

Standard Drainage and Utility Easement

“V” – Bryan D. Sloan

7500 W. 151st 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 13th DAY OF JUNE 2016.


Jean B. Moore, Mayor

ATTEST:


Ruth E. Bocchino, City Clerk



***Department of Public Works
Memorandum***

DATE: June 7, 2016
TO: Scott Wingerson, City Manager
FROM: Timothy A. Nebergall, Director of Public Works *TAN*
RE: Pleasant Valley Road Improvements from North Indiana Avenue to North Brighton Avenue; City Project #TP1411; Federal Project #STP-3323(407)

We request that the following easements be submitted to the City Council for acceptance. Easement labeling is a continuation of the easements submitted and accepted under resolutions R-15-52, R-15-55, R-16-02, R-16-05, R-16-15, and R-16-27.

Temporary Construction Easement

“U” - Bryan D. Sloan 7500 W. 151st Street

Standard Drainage and Utility Easement

“V” – Bryan D. Sloan 7500 W. 151st Street

Please be aware that the above easements represent all easements necessary to complete this project.



Recording Date/Time: 06/15/2016 at 01:48:32 PM

Instr #: 2016019571

Book: 7738 Page: 126

Type: EASE

Pages: 3

Fee: \$30.00 \$ 20160015688



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Temporary Construction Easement

2. **Date:** 6/14/16

3. **Grantor (s):** Bryan D. Sloan

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

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

6. **Legal Description:**

A PART OF LOT 1, BLOCK 2, MEADOWBROOK MANOR, A SUBDIVISION IN THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI, IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 51 NORTH, RANGE 32 WEST, AND BEING THE SOUTH 9.00 FEET, OF THE NORTH 27.00 FEET, OF THE EAST 45.00 FEET, AND ALSO BEING THE SOUTH 24.00 FEET, OF THE NORTH 51 FEET, OF THE EAST 5.00 FEET, AS MEASURED AT RIGHT ANGLES TO THE NORTH AND EAST LINES OF SAID LOT 1, BLOCK 2. CONTAINING 525 SQUARE FEET MORE OR LESS; AND

A PART OF LOT 1, BLOCK 2, MEADOWBROOK MANOR, A SUBDIVISION IN THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI, IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 51 NORTH, RANGE 32 WEST, AND BEING THE SOUTH 15.00 FEET, OF THE EAST 5.00 FEET, AS MEASURED AT RIGHT ANGLES TO THE SOUTH AND EAST LINES OF SAID LOT 1, BLOCK 2. CONTAINING 75 SQUARE FEET MORE OR LESS.

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

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Bryan D. Sloan
(Name)

7500 W. 151st Street, Unit 24206, Overland Park, KS 66283
(Address)

of Clay County, Missouri, hereinafter called the **GRANTOR**, 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, does 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:

A PART OF LOT 1, BLOCK 2, MEADOWBROOK MANOR, A SUBDIVISION IN THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI, IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 51 NORTH, RANGE 32 WEST, AND BEING THE SOUTH 9.00 FEET, OF THE NORTH 27.00 FEET, OF THE EAST 45.00 FEET, AND ALSO BEING THE SOUTH 24.00 FEET, OF THE NORTH 51 FEET, OF THE EAST 5.00 FEET, AS MEASURED AT RIGHT ANGLES TO THE NORTH AND EAST LINES OF SAID LOT 1, BLOCK 2. CONTAINING 525 SQUARE FEET MORE OR LESS; AND

A PART OF LOT 1, BLOCK 2, MEADOWBROOK MANOR, A SUBDIVISION IN THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI, IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 51 NORTH, RANGE 32 WEST, AND BEING THE SOUTH 15.00 FEET, OF THE EAST 5.00 FEET, AS MEASURED AT RIGHT ANGLES TO THE SOUTH AND EAST LINES OF SAID LOT 1, BLOCK 2. CONTAINING 75 SQUARE FEET MORE OR LESS.

GRANTEE will repair or replace any fences, pavement, and/or other appurtenances damaged or removed during construction. Upon completion of said construction and improvement, **GRANTOR** 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.

GRANTOR makes no warranties, expressed or implied to **GRANTEE**.

IN WITNESS WHEREOF the parties have hereunto set their names to the foregoing, this 14 day of June, 2016

CITY OF GLADSTONE

GRANTOR:

By:

Scott Wingerson
Scott Wingerson, City Manager

Bryan D. Sloan
Bryan D. Sloan

Attest:

Ruth E Bocchino
Ruth Bocchino, City Clerk

GRANTOR'S ACKNOWLEDGMENT

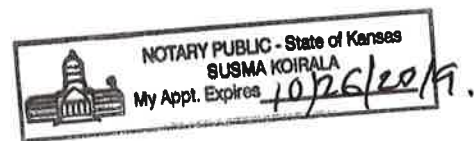
STATE OF ~~MISSOURI~~ Kansas
COUNTY OF ~~JOHNS~~ JOHNS

On this 14th day of May, 20 16, before me, the undersigned Notary Public, personally appeared Boyan Sloan to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

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 10/26/2019

Susma Koirala
Notary Public Within Said County and State



GRANTEE'S ACKNOWLEDGMENT

On this 14 day of June, 20 16 before me, this undersigned Notary Public, personally appeared Scott Wingerson, 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 11-11-2018

Rebecca Jarrett
Notary Public Within Said County and State





Recording Date/Time: 06/15/2016 at 01:48:32 PM

Instr #: 2016019572

Book: 7738 Page: 127

Type: EASE

Pages: 5

Fee: \$36.00 S 20160015688



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Standard Drainage and Utility Easement

2. **Date:**

6/14/16

3. **Grantor:** Bryan D. Sloan

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

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

6. **Legal Description:**

A PART OF LOT 1, BLOCK 2, MEADOWBROOK MANOR, A SUBDIVISION IN THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI, IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 51 NORTH, RANGE 32 WEST, AND BEING THE SOUTH 8.00 FEET, OF THE NORTH 18.00 FEET, OF THE EAST 45.00 FEET AS MEASURED AT RIGHT ANGLES TO THE NORTH AND EAST LINES OF SAID LOT 1, BLOCK 2. CONTAINING 360 SQUARE FEET MORE OR LESS.

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

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STANDARD DRAINAGE AND UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Bryan D. Sloan
(NAME OR NAMES)
7500 W. 151st Street, Unit 24206, Overland Park, KS 66283
(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:

A PART OF LOT 1, BLOCK 2, MEADOWBROOK MANOR, A SUBDIVISION IN THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI, IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 51 NORTH, RANGE 32 WEST, AND BEING THE SOUTH 8.00 FEET, OF THE NORTH 18.00 FEET, OF THE EAST 45.00 FEET AS MEASURED AT RIGHT ANGLES TO THE NORTH AND EAST LINES OF SAID LOT 1, BLOCK 2. CONTAINING 360 SQUARE FEET MORE OR LESS.

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 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 Bryan D. Sloan 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 14th day of May, 2016.

CITY OF GLADSTONE, MO

GRANTORS:

BY

Scott Wingerson
Kirk L. Davis, City Manager
Scott Wingerson

Bryan D. Sloan
Bryan D. Sloan

ATTEST:

Ruth E Bocchino
Ruth Bocchino, City Clerk

GRANTOR'S ACKNOWLEDGMENT

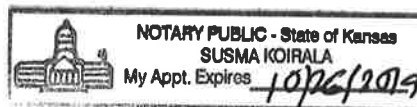
STATE OF Kansas)
) SS.
COUNTY OF Johnson)

On this 14th day of May, 20 16, before me, the undersigned Notary Public, personally appeared Bryan Sloan, 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.

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.
Kansas

Susma Koirala
Notary Public within said County/St.

My commission expires 10/26/2019.



GRANTEE'S ACKNOWLEDGMENT

On this 14 day of June, 2016 before me, this undersigned Notary Public, personally appeared Scott Wingerson, 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.

Rebecca Jarrett
Notary Public Within Said County/St.

My commission expires: 11-11-2018.

