

**RESOLUTION NO. R-16-58**

**A RESOLUTION ACCEPTING AN EASEMENT FROM A CERTAIN PROPERTY OWNER IN CONJUNCTION WITH THE 7001 NORTH TROOST AVENUE STORMSEWER PROJECT.**

**WHEREAS**, An easement from a certain property owner is necessary for the City to construct public improvements in conjunction with the 7001 North Troost Avenue Stormsewer Project.

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

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

Standard Drainage Easement

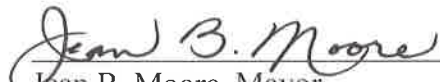
"A" – Jimmy D. & Diannia S. Hicks

7001 North Troost 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 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 26<sup>th</sup> DAY OF SEPTEMBER 2016.**

  
Jean B. Moore, Mayor

ATTEST:

  
Ruth E. Bocchino, City Clerk



*Department of Public Works*  
*Memorandum*

Gladstone



**DATE:** September 19, 2016  
**TO:** Scott Wingerson, City Manager  
**FROM:** Timothy A. Nebergall, Director of Public Works  
**RE:** 7001 N. Troost Avenue Stormsewer Project

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

Standard Drainage Easement

"A" – Jimmy D. & Diannia S. Hicks

7001 N. Troost Avenue

Please be aware that the above easement represents the only easement necessary to complete this miscellaneous stormwater project budgeted in the CIST fund.

Recorded in Clay County, Missouri



Recording Date/Time: 09/30/2016 at 10:08:35 AM

Instr #: 2016034626

Book: 7818 Page: 49

Type: EASE

Pages: 4

Fee: \$33.00 S 20160027296



Katee Porter  
Recorder of Deeds

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(Space above reserved for Recorder of Deeds certification)

1. **Title:** Standard Drainage Easement

2. **Date:** 9/26/16

3. **Grantors:** Jimmy D. & Diannia S. Hicks

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

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

6. **Legal Description:**

Beginning at the SE corner of Lot 1, East Linden, thence 10 feet west along the south lot line to the true point of beginning; thence north 25 degrees west a distance of 110.34 feet, thence west along the north property line a distance of 22.07 feet, thence south 25 degrees east a distance of 110.35 feet to the south lot line, thence east along the south property line a distance of 22.07 feet to the true point of beginning.

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

ML- ATTEN RUTH  
GRANTEE ADDRESSES

## STANDARD DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Jimmy D. & Diannia S. Hicks

7001 N. Troost Ave

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 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, utility, or municipal facility 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 permanent drainage easement bound by the following described line:

Beginning at the SE corner of Lot 1, East Linden, thence 10 feet west along the south lot line to the true point of beginning; thence north 25 degrees west a distance of 110.34 feet, thence west along the north property line a distance of 22.07 feet, thence south 25 degrees east a distance of 110.35 feet to the south lot line, thence east along the south property line a distance of 22.07 feet to the true 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 their 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 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 they 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 hand and subscribed their name to the foregoing, this 13 day of September, 20 16

CITY OF GLADSTONE, MO

BY Scott Wingerson  
City Manager, Scott Wingerson

GRANTOR:

Jimmy D. Hicks  
Jimmy D. Hicks

GRANTOR:

Diannia S. Hicks  
Diannia S. Hicks



GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI )  
COUNTY OF Clay ) ss.

On this 13<sup>th</sup> day of September, 20 16, before me, the undersigned Notary Public, personally appeared Jimmy D. & Diannia S. Hicks, 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 Jimmy D. & Diannia S. Hicks 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 26 day of September, 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.

Ruth E. Bocchino  
Notary Public Within Said County/St.

My commission expires:



RUTH E. BOCCHINO  
My Commission Expires  
June 6, 2019  
Clay County  
Commission #15422361