

RESOLUTION NO. R-17-01

A RESOLUTION ACCEPTING AN EASEMENT FROM A PROPERTY OWNER IN CONJUNCTION WITH THE 108 NORTHEAST 76TH STREET STORM PROJECT.

WHEREAS, An easement from a property owner is necessary for the City to construct public improvements in conjunction with the 108 Northeast 76th Street Storm 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" – Leslie S. & Rob L. McElroy

108 NE 76th 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 9th DAY OF JANUARY 2017.


Jean B. Moore, Mayor

ATTEST:


Ruth E. Bocchino, City Clerk



*Department of Public Works
Memorandum*

DATE: January 4, 2017
TO: Scott Wingerson, City Manager
FROM: Timothy A. Nebergall, Director of Public Works *TAN*
RE: Miscellaneous Storm Improvements at 108 NE 76th Street

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

Standard Drainage Easement

"A" – Leslie S. & Rob L McElroy

108 NE 76th Street

Please be aware that the above easement represents the only easement necessary to complete this project.

If you have any questions, please contact me at your convenience.



Recording Date/Time: 01/24/2017 at 01:42:44 PM

Instr #: 2017002407

Book: 7895 Page: 114

Type: EASE

Pages: 4

Fee: \$33.00 S 20170001917



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Standard Drainage Easement

2. **Date:** *January 9, 2017*

3. **Grantors:** Leslie S. & Rob L. McElroy

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

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

6. **Legal Description:**

A permanent drainage easement described as that portion of lot 515, Hamilton Heights Plat a subdivision in the City of Gladstone, being more particularly described as followed: The True point of Beginning being the southwest corner of said lot 515, thence north along the westerly line of said lot 515 a distance of 135 feet, to the northwest corner of said lot 515; thence east along the northerly line of said lot 515 a distance of 7.5 feet; thence south parallel to the westerly line of said lot 515 a distance of 135 feet; thence west along the southerly line of said lot 515 a distance of 7.5 feet to the true point of beginning.

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

STANDARD DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Leslie S. & Rob L. McElroy
(NAME OR NAMES)
108 NW 76th Street
(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 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 permanent drainage easement described as that portion of lot 515, Hamilton Heights Plat a subdivision in the City of Gladstone, being more particularly described as followed: The True point of Beginning being the southwest corner of said lot 515, thence north along the westerly line of said lot 515 a distance of 135 feet, to the northwest corner of said lot 515; thence east along the northerly line of said lot 515 a distance of 7.5 feet; thence south parallel to the westerly line of said lot 515 a distance of 135 feet; thence west along the southerly line of said lot 515 a distance of 7.5 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 names to the foregoing, this 30th day of November, 2016.

CITY OF GLADSTONE, MO

BY Scott Wingerson
Scott Wingerson, City Manager

GRANTOR:

Rob McElroy
ROB MCELROY

ATTEST: Ruth Bocchino
Ruth Bocchino, City Clerk

GRANTOR:

Leslie S. McElroy
LESLIE S. MCELROY

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF Clay)

On this 30th day of November, 2016, before me, the undersigned Notary Public, personally appeared Leslie S. & Rob L. McElroy, 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 Leslie S. & Rob L. McElroy 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.

Korie Decker
Notary Public within said County/St.

My commission expires July 15th, 2019.



GRANTEE'S ACKNOWLEDGMENT

On this 17th day of January, 2017, 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.

Pamela Dee Smitka
Notary Public Within Said County/St.

My commission expires: August 2, 2018

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