RESOLUTION NO. R-17-54

A RESOLUTION ACCEPTING EASEMENTS FROM CERTAIN PROPERTY OWNERS IN CONJUNCTION WITH THE OLD PIKE ROAD IMPROVEMENS PROJECT FROM VIVION ROAD TO NORTHWEST ENGLEWOOD ROAD, PROJECT TP1712.

WHEREAS, easements from certain property owners are necessary for the City to construct public improvements in conjunction with the Old Pike Road Improvements Project from Vivion Road to Northwest Englewood Road (TP1712).

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 "A" through "D" are hereby accepted.

Temporary Construction Easement

"A" – Wayne D. & Brent Bruington

5202 NW Old Pike Road

"B" - Robbin R. Wochner

224 NW 53rd Terrace

Drainage Easement and Retaining Wall Easement

"C" - Robbin R. Wochner

224 NW 53rd Terrace

"D" - Robbin R. Wochner

224 NW 53rd Terrace

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 27th DAY OF NOVEMBER 2017.

RD Mallams, Mayor

ATTEST:

Ruth E. Bocchino, City Clerk



Department of Public Works Memorandum

DATE:

November 20, 2017

TO:

Scott Wingerson, City Manager

FROM:

Timothy A. Nebergall, Director of Public Works

RE:

Old Pike Road Improvements - Vivion Road to NW Englewood Rd.

Project #TP1712

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

Temporary Construction Easement

"A" - Wayne D. & Brent Bruington

"B" - Robbin R. Wochner

5202 NW Old Pike Road 224 NW 53rd Terrace

Drainage Easement and Retaining Wall Easement

"C" - Robbin R. Wochner

224 NW 53rd Terrace 224 NW 53rd Terrace

"D" - Robbin R. Wochner

Easements and/or Right-of-way are needed from twenty-nine (29) properties to complete this project.

Recording Date/Time: 12/01/2017 at 10:44:21 AM

Page: 112

Instr #: 2017040745

Book: 8099

EASE Pages:

Type:

Fee: \$33.00 S 20170032419

(Space above reserved for Recorder of Deeds certification)

Title: Retaining Wall Easement

11/27/17 Date:

Grantors: Robbin R. Wochner

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

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

6. Legal Description:

Beginning at the Northwest corner of Lot 1, WILLIAMSBURG - FIRST PLAT, a subdivision of land in Gladstone, Clay County, Missouri, said point also being on the South line of Lot 51, BRADY HILLS, a subdivision in the City of Gladstone, Clay County, Missouri, said point also being on the Easterly Right-of-Way line of Old Pike Road, as now established; thence South 89°32'54" East, along the North line of said Lot 1, and along the South line of said Lot 51, a distance of 13.62 feet; thence South 07°36'32" East, departing the North line of said Lot 1 and the South line of said Lot 51, a distance of 49.51 feet; thence South 75°04'20" West, a distance of 6.83 feet, to a point on the Westerly line of said Lot 1, said point also being on the Easterly Right-of-Way line of said Old Pike Road; thence North 14°55'40" West, along the Westerly line of said Lot 1, and along the Easterly Right-of-Way line of said Old Pike Road, a distance of 52.72 feet, to the Point of Beginning, containing 514.01 square feet or 0.0118 acres, more or less.

RETAINING WALL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT,	Robbin R. Wochner	
	(NAME OR NAMES)	
	224 Northwest 53 rd Terrace, Gladstone, MO	
	(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 for the location, construction, reconstruction, maintenance, removal, operation and repair of a retaining wall 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:

Beginning at the Northwest corner of Lot 1, WILLIAMSBURG – FIRST PLAT, a subdivision of land in Gladstone, Clay County, Missouri, said point also being on the South line of Lot 51, BRADY HILLS, a subdivision in the City of Gladstone, Clay County, Missouri, said point also being on the Easterly Right-of-Way line of Old Pike Road, as now established; thence South 89°32'54" East, along the North line of said Lot 1, and along the South line of said Lot 51, a distance of 13.62 feet; thence South 07°36'32" East, departing the North line of said Lot 1 and the South line of said Lot 51, a distance of 49.51 feet; thence South 75°04'20" West, a distance of 6.83 feet, to a point on the Westerly line of said Lot 1, said point also being on the Easterly Right-of-Way line of said Old Pike Road; thence North 14°55'40" West, along the Westerly line of said Lot 1, and along the Easterly Right-of-Way line of said Old Pike Road, a distance of 52.72 feet, to the Point of Beginning, containing 514.01 square feet or 0.0118 acres, 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 her heirs and successors and assigns unto the GRANTEE, its successors and assigns the following:

- 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 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, and the GRANTEE will repair any damage to fences, pavement, curb or sod in any way arising in connection with the 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 Robbin R. Wochner is lawfully seized and possessed of the real estate above described, that she 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 she 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 when hand and subscribed who name to the foregoing, this what are subscribed who have to the foregoing, this who have to the foregoing of white hand and subscribed who have to the foregoing of the hand and subscribed who have to the foregoing of the hand and subscribed who have to the foregoing of the hand and subscribed who have to the foregoing of the hand and subscribed who have to the foregoing of the hand and subscribed who have the foregoing of the hand and subscribed who have the foregoing of the hand and subscribed who have the foregoing of the hand and subscribed who have the foregoing of the hand and subscribed who have the foregoing of the hand and subscribed who have the foregoing of the hand and subscribed who have the foregoing of the hand and subscribed who have the foregoing of the hand and subscribed who have the foregoing of the hand and subscribed who have the hand and subscribed who have the hand and subscribed who have the hand and subscribed who had a
CITY OF GLADSTONE, MO BY Scott Wingerson, City Manager Robbin R. Wochner
ATTEST: Ruth Backino, City Clerk
GRANTOR'S ACKNOWLEDGMENT
STATE OF MISSOURI)) ss. COUNTY OF (104) On this 5 day of 1000 before me, the undersigned Notary Public, personally appeared Robbin R. Wochner to me known to be the person described herein and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed. And the said Robbin R. Wochner further declares herself to be unmarried.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in

GRANTEE'S ACKNOWLEDGMENT

-/	
On this day of April 10	7/21, 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 o	f the City of Gladstone, Missouri, a municipa
corporation, and that the seal affixed to the foregoing instr	ument is the corporate seal of the said corporation
and that said instrument was signed and sealed in behalf of	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.
, 5	-
IN WITNESS WHEREOF, I have hereunto set my h	and and affixed my Notarial Seal at my office
in County, Missouri, the day and year	
	10.1
,	Kleyca Sourto
	Notary Public Within Said County/St.
My commission expires: //-//-	
	REBECCA JARRETT
	Notary Public - Notary Seal
	STATE OF MISSOURI
	Clay County
	My Commission Expires: November 11, 2018
	Commission #14392947

Recording Date/Time: 12/01/2017 at 10:44:21 AM

Instr #: 2017040746

Book: 8099

Page: 113

Type: EASE

Pages: 3 Fee: \$3

\$30.00 S 20170032419

Kalee Porter

(Space above reserved for Recorder of Deeds certification)

- 1. Title: Temporary Construction Easement
- 2. Date:

11/27/17

- 3. Grantor (s): Robbin R. Wochner
- 4. Grantee (s): City of Gladstone, Missouri
- 5. Mailing Address: 7010 N. Holmes, Gladstone, MO 64118
- 6. Legal Description:

All of the Westerly 20.00 feet of Lot 1, WILLIAMSBURG – FIRST PLAT, a subdivision of land in Gladstone, Clay County, Missouri; containing 2,828.70 square feet or 0.0649 acres, more or less.

7. Reference Book & Page: N/A

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE	RESENTS:
THAT,	Robbin R. Wochner
	(Names)
	224 Northwest 53 rd Terrace, Gladstone, MO
advantages to be gained hereby acknowledge, do h the State of Missouri, here	(Address) hereinafter called the GRANTORS , for and in consideration of One Dollar (\$1.00) and the rom the construction on and adjacent to the lands hereafter described, the receipt of which is reby grant, sell, convey and confirm unto the CITY OF GLADSTONE, a municipal corporation of after called GRANTEE , as temporary easement to construct, grade, regrade, or perform any and work on or across the following described land:
	y 20.00 feet of Lot 1, WILLIAMSBURG – FIRST PLAT, a subdivision of land in Gladstone, souri; containing 2,828.70 square feet or 0.0649 acres, more or less.
construction. Upon comp	replace any fences, pavement, and/or other appurtenances damaged or removed during etion of said construction and improvement, GRANTORS shall have full free and uninterrupted temporary construction easement and the easement rights therein shall cease and no longer be
GRANTORS make no war	anties, expressed or implied to GRANTEE.
IN WITNESS WHEREO	Here $\frac{1}{2}$ the parties have hereunto set their names to the foregoing, this $\frac{30}{2}$ day
CITY OF GLADSTONE By Scott Wingers	on, City Manager Robbin R. Wochner
Attest: Ruth Bocch	no, City Clerk

GRANTORS' ACKNOWLEDGMENT

STATE OF MISSOURI	
COUNTY OF COUNTY	
MARMARA	ore me, the undersigned Notary Public, personally
appeared Robbin R. Wochner to me known to be the	ne persons described in and who executed
the foregoing instrument and acknowledged that she executed	the same as <u>her</u> free act and deed. And
the said Robbin R. Wochner further declared herself to be unmarred	ed.
IN WITNESS WHEREOF, I have hereunto set my hand	d and affixed by Notarial Seal at my office in written.
	G d
(_XII_Alc	Openitier L Sprink
My commission expires March 25, 2020.	Notatur Putalish Within Sayd Scaunty and State
My commission expires 1 60 to 1 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Clay County, State of Missouri
M	y Commission Expires March 25, 2020 12319212
***********	ANALASA ANALAS AND THE ANALAS AND TH
GRANTEE'S ACKNOWLE	DGMENT
On this day of	oration, and that the seal affixed to the foregoing instrument was signed and sealed in behalf of said
of said corporation.	lowledged said instrument to be the free act and deed
of said corporation.	
of said corporation. On In WITNESS WHEREOF, I have hereunto set my hand	d and affixed my Notarial Seal at my office in
of said corporation.	d and affixed my Notarial Seal at my office in
of said corporation. IN WITNESS WHEREOF, I have hereunto set my hand County, Missouri, the day and year last above written	and affixed my Notarial Seal at my office in
of said corporation. On In WITNESS WHEREOF, I have hereunto set my hand	d and affixed my Notarial Seal at my office in
of said corporation. IN WITNESS WHEREOF, I have hereunto set my hand County, Missouri, the day and year last above written	A and affixed my Notarial Seal at my office in Release Aux- Notary Public Within Said County and State
of said corporation. IN WITNESS WHEREOF, I have hereunto set my hand County, Missouri, the day and year last above written	d and affixed my Notarial Seal at my office in Reserved Notary Public Within Said County and State
of said corporation. IN WITNESS WHEREOF, I have hereunto set my hand County, Missouri, the day and year last above written	A and affixed my Notarial Seal at my office in Reserved Jarrett Notary Public Within Said County and State RESECCA JARRETT Notary Public - Notary Seal
of said corporation. IN WITNESS WHEREOF, I have hereunto set my hand County, Missouri, the day and year last above written	REBECCA JARRETT Notary Public - Notary Seal STATE OF MISSOURI
of said corporation. IN WITNESS WHEREOF, I have hereunto set my hand County, Missouri, the day and year last above written	REBECCA JARRETT Notary Public - Notary Seal STATE OF MISSOURI Clay County
of said corporation. IN WITNESS WHEREOF, I have hereunto set my hand County, Missouri, the day and year last above written	REBECCA JARRETT Notary Public - Notary Seal STATE OF MISSOURI

Recording Date/Time: 12/01/2017

Instr #: 2017040747

Book: 8099 Page: 114

Type: EASE Pages:

Fee: \$30.00 S 20170032419



(Space above reserved for Recorder of Deeds certification)

- 1. Title: Temporary Construction Easement
- 11/27/17
- 3. Grantor (s): Wayne D. & Brent W. Bruington, joint tenants
- 4. Grantee (s): City of Gladstone, Missouri
- 5. Mailing Address: 7010 N. Holmes, Gladstone, MO 64118
- 6. Legal Description:

All of the Easterly 20.00 feet of Lot 8 ELM WOODS, an addition in and to the City of Gladstone, Clay County, Missouri; containing 2,623.27 square feet or 0.0602 acres, more or less.

7. Reference Book & Page: N/A

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PI	RESENTS:	
THAT,	Wayne D. & Brent W. (Names	Bruington, joint tenants
	5202 Northwest Old J	Pike Road, Gladstone, MO
advantages to be gained fr hereby acknowledge, do he the State of Missouri, herea	rom the construction on and a greby grant, sell, convey and co	TORS, for and in consideration of One Dollar (\$1.00) and the adjacent to the lands hereafter described, the receipt of which is onfirm unto the CITY OF GLADSTONE, a municipal corporation of porary easement to construct, grade, regrade, or perform any and
	eet of Lot 8 ELM WOODS, and the feet or 0.0602 acres, more or	n addition in and to the City of Gladstone, Clay County, Missouri less.
construction. Upon comple	etion of said construction and	ent, and/or other appurtenances damaged or removed during improvement, GRANTORS shall have full free and uninterrupted nent and the easement rights therein shall cease and no longer be
GRANTORS make no warra	anties, expressed or implied to	GRANTEE.
IN WITNESS WHEREOF	The parties have hereu	nto set their names to the foregoing, this <u>JU</u> day
CITY OF GLADSTONE		GRANTORS:
By Scott Wingerso	City Manager	Wayne D. Bruington
Attest: hullbox	Charles and a second a second and a second a	Brent W Bruington

GRANTORS' ACKNOWLEDGMENT

Les Physical De 2004 MARCO C	
STATE OF MISSOURI	
COUNTY OF Clay ss.	
On this Oth day of NOVIMBER 2017, be	fore me, the undersigned Notary Public, personally
appeared Wayne D. & Brent W. Bruington, joint tenants	to me known to be the persons
described in and who executed the foregoing instrument ar	
as <u>their</u> free act and deed. And the said <u>Wayne D. & Bi</u>	ent Bruington further declared
themselves to be joint tenants with rights of surviv	vorship and not as tenants in common.
thomeover to be joint to have been a	
IN WITNESS WHEREOF, I have hereunto set my har	nd and affixed by Notarial Seal at my office in
County, Missouri, the day and year last above	yritten.
	leserca Jans
My commission expires	Notary Public Within Said County and State REBECCA JARRETT
My commission expires	Notary Public - Notary Seal
	STATE OF MISSOURI
***********	**************************************
GRANTEE'S ACKNOWLE	
	1414 COUNTINGOISM EMPIRES MASSES AND THE
On this day of	before me this Commission #14392947 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 cor	poration, and that the seal allixed to the loregoling
instrument is the corporate seal of the said corporation and that said corporation by authority of its City Council, and said City Manager ack	nowledged said instrument to be the free act and deed
of said corporation.	nowledged said instrament to be the need dot and deed
of said corporation.	
IN WITNESS WHEREOF, I have hereunto set my han	d and affixed my Notarial Seal at my office in
Clay County, Missouri, the day and year last above written	1.
1	Resuca Sour
My Commission expires	Notary Public Within Said County and State
My Commission expires	DEDECOA MARTINE
	REBECCA JARRETT
	Notary Public - Notary Seal
A 6	STATE OF MISSOURI
	Clay County
	My Commission Expires: November 11, 2018
	Commission #14392947

Recording Date/Time: 12/15/2017

Page: 66

Instr #: 2017042300

Book: 8108

Type: EASE Pages: 4

Fee: \$33.00 S 20170033750

Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

Title: Drainage Easement

2. Date: ///27//7

Grantors: Robbin R. Wochner

Grantee (s): City of Gladstone, Missouri

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

6. Legal Description:

Beginning at the Southwest corner of Lot 1, WILLIAMSBURG - FIRST PLAT, a subdivision of land in Gladstone, Clay County, Missouri, said point also being the point of intersection of the Easterly Right-of-Way line of Old Pike Road, and the Northerly Right-of-Way line of 54th Street, as platted, a/k/a N.W. 53rd Terrace, as both are now established; thence North 75°04'20" East, along the Southerly line of said Lot 1, and along the Northerly Right-of-Way line of said N.W. 53rd Terrace, a distance of 6.13 feet, to a point of curvature; thence Northeasterly, continuing along the Southerly line of said Lot 1, and along the Northerly Right-of-Way line of said N.W. 53rd Terrace, and along a curve to the right, having a radius of 765.62 feet, and a central angle of 00°47'10", a distance of 10.50 feet, to a point on a nontangent line; thence North 50°14'05" West, departing the Southerly line of said Lot 1 and the Northerly Right-of-Way line of said N.W. 53rd Terrace, a distance of 28.78 feet, to a point on the Westerly line of said Lot 1, said point also being on the Easterly Right-of-Way line of said Old Pike Road; thence South 14°55'40" East, along the Westerly line of said Lot 1, and along the Easterly Right-of-Way line of said Old Pike Road, a distance of 23.41 feet, to the Point of Beginning, containing 194.37 square feet or 0.0045 acres, more or less.

DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT,	Robbin R. Wochner	
100	(NAME OR NAMES)	
	224 Northwest 53 rd Terrace, Gladstone, MO	
	(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, 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:

Beginning at the Southwest corner of Lot 1, WILLIAMSBURG – FIRST PLAT, a subdivision of land in Gladstone, Clay County, Missouri, said point also being the point of intersection of the Easterly Right-of-Way line of Old Pike Road, and the Northerly Right-of-Way line of 54th Street, as platted, a/k/a N.W. 53rd Terrace, as both are now established; thence North 75°04'20" East, along the Southerly line of said Lot 1, and along the Northerly Right-of-Way line of said N.W. 53rd Terrace, a distance of 6.13 feet, to a point of curvature; thence Northeasterly, continuing along the Southerly line of said Lot 1, and along the Northerly Right-of-Way line of said N.W. 53rd Terrace, and along a curve to the right, having a radius of 765.62 feet, and a central angle of 00°47'10", a distance of 10.50 feet, to a point on a non-tangent line; thence North 50°14'05" West, departing the Southerly line of said Lot 1 and the Northerly Right-of-Way line of said N.W. 53rd Terrace, a distance of 28.78 feet, to a point on the Westerly line of said Lot 1, said point also being on the Easterly Right-of-Way line of said Old Pike Road; thence South 14°55'40" East, along the Westerly line of said Lot 1, and along the Easterly Right-of-Way line of said Old Pike Road, a distance of 23.41 feet, to the Point of Beginning, containing 194.37 square feet or 0.0045 acres, 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 her 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

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 Robbin R. Wochner is lawfully seized and possessed of the real estate above described, that she 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 she 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 what hand and subscribed what name to the foregoing, this 1914 day of 100 why 100, 2017.
CITY OF GLADSTONE, MO GRANTOR:
BY Scott Wingerson, City Manager Robbin R. Wochner
ATTEST: Ruth Bocchino, City Clerk
GRANTOR'S ACKNOWLEDGMENT
STATE OF MISSOURI)
COUNTY OF Clay) ss.
On this 5th day of November, 2017, before me, the undersigned Notary Public, personally appeared Robbin R. Wochner, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed. And the said Robbin R. Wochner further declares herself to be unmarried.
THE WATER PROPERTY AND ADDRESS OF THE PROPERTY ADDRESS OF THE PROP

WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in _ County, Missouri, the day and year last above written.

Notary Public within said County/St.

My commission expires March 25,2000.

Jennifer L. Sprink **Notary Public - Notary Seal** Clay County, State of Missouri GRANTEE'S ACKNOWLEDGMEN Commission Expires March 25, 2020

On this day of Morenhouse Notary Public, personally appeared Scott Wingerson duly sworn, did say that (s)he is the City Manager of the corporation, and that the seal affixed to the foregoing instrument and that said instrument was signed and sealed in behalf of said and said City Manager acknowledged said instrument to be the free	City of Gladstone, Missouri, a municipal it is the corporate seal of the said corporation d corporation by authority of it City Council,
IN WITNESS WHEREOF, I have hereunto set my hand inCounty, Missouri, the day and year last	and affixed my Notarial Seal at my office above written. Mug Surve Notary Public Within Said County/St.
My commission expires:	REBECCA JARRETT Notary Public - Notary Seal STATE OF MISSOURI Clay County My Commission Expires: November 11, 2018 Commission #14392947

grown are grown as