

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 53 rd Terrace |

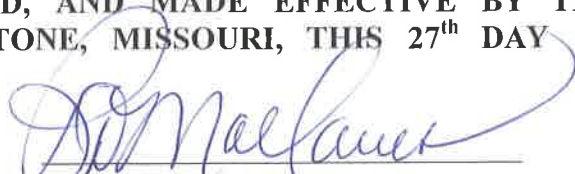
Drainage Easement and Retaining Wall Easement

| | |
|-------------------------|---------------------------------|
| "C" – Robbin R. Wochner | 224 NW 53 rd Terrace |
| "D" – Robbin R. Wochner | 224 NW 53 rd 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 *TAN*
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 | 5202 NW Old Pike Road |
| "B" – Robbin R. Wochner | 224 NW 53 rd Terrace |

Drainage Easement and Retaining Wall Easement

| | |
|-------------------------|---------------------------------|
| "C" – Robbin R. Wochner | 224 NW 53 rd Terrace |
| "D" – Robbin R. Wochner | 224 NW 53 rd Terrace |

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

Recorded in Clay County, Missouri



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

Instr #: 2017040745

Book: 8099 Page: 112

Type: EASE

Pages: 4

Fee: \$33.00 S 20170032419



Kalee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Retaining Wall Easement

2. **Date:**

11/27/17

3. **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 53rd 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:

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 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.

GRANTEE'S ACKNOWLEDGMENT

On this 30th day of November, 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.

Rebecca Jarrett
Notary Public Within Said County/St.

My commission expires: 11-11-18.

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: \$30.00 S 20170032419



Katee Porter
Recorder of Deeds

(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 PRESENTS:

THAT, Robbin R. Wochner
(Names)

224 Northwest 53rd Terrace, Gladstone, MO
(Address)

of Clay County, Missouri, hereinafter called the **GRANTORS**, 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, do 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:

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.

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

GRANTORS make no warranties, expressed or implied to **GRANTEE**.

IN WITNESS WHEREOF the parties have hereunto set their names to the foregoing, this 30 day of November, 2017.

CITY OF GLADSTONE
By Scott Wingerson
Scott Wingerson, City Manager

GRANTOR:
Robbin R. Wochner
Robbin R. Wochner

Attest: Ruth Bocchino
Ruth Bocchino, City Clerk

GRANTORS' ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF Clay ss.

On this 15th day of November, 2017, before me, the undersigned Notary Public, personally appeared Robbin R. Wochner to me known to be the persons described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed. And the said Robbin R. Wochner further declared herself to be unmarried.

Clay 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 March 25, 2020.

Jennifer L. Sprink
Notary Public Within Said County and State
Notary Seal
Clay County, State of Missouri
My Commission Expires March 25, 2020
12319212

GRANTEE'S ACKNOWLEDGMENT

On this 30 day of November, 2017, 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.

Clay IN 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.

My Commission expires 11-11-18.

Rebecca Jarrett
Notary Public Within Said County and State

REBECCA JARRETT
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: November 11, 2018
Commission #14392947

Recorded in Clay County, Missouri



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

Instr #: 2017040747

Book: 8099 Page: 114

Type: EASE

Pages: 3

Fee: \$30.00 S 20170032419



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Temporary Construction Easement

2. **Date:**

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 PRESENTS:

THAT, Wayne D. & Brent W. Bruington, joint tenants
(Names)

5202 Northwest Old Pike Road, Gladstone, MO
(Address)

of Clay County, Missouri, hereinafter called the **GRANTORS**, 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, do 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:

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.

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

GRANTORS make no warranties, expressed or implied to **GRANTEE**.

IN WITNESS WHEREOF the parties have hereunto set their names to the foregoing, this 30 day of November, 2017.

CITY OF GLADSTONE

By Scott Wingerson
Scott Wingerson, City Manager

Attest: Ruth Bocchino
Ruth Bocchino, City Clerk

GRANTORS:

Wayne D. Bruington
Wayne D. Bruington

Brent W. Bruington
Brent W. Bruington

GRANTORS' ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF Clay ss.

On this 6th day of November, 2017, before 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 and acknowledged that they executed the same as their free act and deed. And the said Wayne D. & Brent Bruington further declared themselves to be joint tenants with rights of survivorship and not as tenants in common.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Notarial Seal at my office in Clay County, Missouri, the day and year last above written.

Rebecca Jarrett
Notary Public Within Said County and State

My commission expires 11-11-18.

REBECCA JARRETT
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: November 11, 2018
Commission #14392947

GRANTEE'S ACKNOWLEDGMENT

On this 30 day of November, 2017, 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.

Rebecca Jarrett
Notary Public Within Said County and State

My Commission expires 11-11-18.

REBECCA JARRETT
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: November 11, 2018
Commission #14392947

Recorded in Clay County, Missouri



Recording Date/Time: 12/15/2017 at 01:04:30 PM

Instr #: 2017042300

Book: 8108 Page: 66

Type: EASE

Pages: 4

Fee: \$33.00 S 20170033750



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Drainage Easement

2. **Date:** 11/27/17

3. **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 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.

RL same

DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Robbin R. Wochner
(NAME OR NAMES)
224 Northwest 53rd 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

On this 30th day of November, 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.

Rebecca Jarrett
Notary Public Within Said County/St.

My commission expires: 11-11-18.

REBECCA JARRETT
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: November 11, 2018
Commission #14392947