

RESOLUTION NO. R-20-07

A RESOLUTION ACCEPTING EASEMENTS FROM CERTAIN PROPERTY OWNERS IN CONJUNCTION WITH THE NORTHEAST 76TH STREET IMPROVEMENTS PROJECT FROM NORTH OAK TRAFFICWAY TO NORTH BROOKLYN, PROJECT TP1818.

WHEREAS, easements from certain property owners are necessary for the City to construct public improvements in conjunction with the Northeast 76th Street Improvements Project from North Oak Trafficway to North Brooklyn (TP1818).

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 “GG through “II” are hereby accepted. Easement labeling is a continuation of the easements submitted and accepted under resolutions R-19-35, R-19-36, R-19-44, 19-55, and R-20-02.

Temporary Construction Easement

“GG” – Russel and Heather Gentry 1205 NE 76th Street

Permanent Utility Easement

“HH” – Russel and Heather Gentry 1200 NE 76th Street

Permanent Sidewalk Easement

“II” – Russel and Heather Gentry 1200 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 documents in the Office of the Recorder of Deeds, Clay County, Missouri.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 24TH DAY OF FEBRUARY, 2020.



Mayor Carol J. Suter

ATTEST:



Ruth E. Bocchino, City Clerk



Request for Council Action

RES # R-20-07

BILL # City Clerk Only

ORD # City Clerk Only

Date: 2/19/2020

Department: Public Works

Meeting Date Requested: 2/24/2020

Public Hearing: Yes Date: [Click here to enter a date.](#)

Subject: NE 76th Street Improvements – N. Oak Trafficway to N. Brooklyn #TP1818

Background: Easements and/or Right-of-Way are needed from forty-two (42) properties to complete this project.

Budget Discussion: Funds are budgeted in the amount of \$ 2.4 M from the TST Fund. Ongoing costs are estimated to be \$ N/A annually. Previous years' funding was \$N/A

Public/Board/Staff Input: Staff requests that the easements listed on the attached resolution be submitted to the City Council for acceptance. Easement labeling is a continuation of the easements submitted and accepted under resolutions R-19-35, R-19-36, R-19-44, R-19-55 and R-20-02. There are six (6) easement remaining in order to construct this project.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Timothy A. Nebergall
Department Director/Administrator

PC
City Attorney

SW
City Manager



Recording Date/Time: 03/03/2020 at 01:12:21 PM

Instr #: 2020006628

Book: 8618 Page: 85

Type: EASE

Pages: 4

Fee: \$33.00 S 2020006105



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Sidewalk Easement

2. **Date:** 2-24-2020

3. **Grantors:** Russel and Heather Gentry, husband and wife

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

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

6. **Legal Description:**

The north 20.00 feet of the west 5.00 feet of Lot 69, Park Tower North, a subdivision in Gladstone, Clay County, Missouri containing 100.00 square feet, more or less.

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

Same

R-20-07 4

SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Russel & Heather Gentry
(Names)

1205 Northeast 76th Street, 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 public sidewalk over the following described tract of land lying, being and situated in the City of Gladstone, Clay County, Missouri, to-wit:

The north 20.00 feet of the west 5.00 feet of Lot 69, Park Tower North, a subdivision in Gladstone, Clay County, Missouri containing 100.00 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 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 Russel & Heather Gentry 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

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 7 day of February, 2020

CITY OF GLADSTONE, MO

BY [Signature]
Scott Wingerson, City Manager

ATTEST: Ruth E Bocchino
Ruth Bocchino, City Clerk

GRANTORS:

[Signature]
Russel Gentry
[Signature]
Heather Gentry

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF Clay)

On this 7th day of February, 2020, before me, the undersigned Notary Public, personally appeared Russel & Heather Gentry, 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 Russel & Heather Gentry 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.

[Signature]
Notary Public within said County/St.

My commission expires March 18, 2022

<p>Connie M. Dixon Notary Public - Notary Seal STATE OF MISSOURI Clay County My Commission Expires: March 18, 2022 Commission #18935911</p>

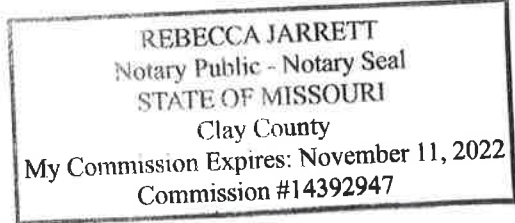
GRANTEE'S ACKNOWLEDGMENT

On this 26 day of September, 2020, 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: Nov 11, 2022.





Recording Date/Time: 03/03/2020 at 01:12:21 PM

Instr #: 2020006626

Book: 8618 Page: 83

Type: EASE

Pages: 4

Fee: \$33.00 S 2020006105



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Utility Easement

2. **Date:** 2-24-2020

3. **Grantors:** Russel and Heather Gentry, husband and wife

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

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

6. **Legal Description:**

The north 5.00 feet of Lot 69, Park Tower North, a subdivision in Gladstone, Clay County, Missouri containing 470.00 square feet, more or less.

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

RL- GLAD, A/Hm Ruth

R-20-07

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Russel & Heather Gentry
(Names)

1205 Northeast 76th Street, 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 utilities including water, sewer, gas, phone, and electricity, under, through and over the following described tract of land lying, being and situated in the City of Gladstone, Clay County, Missouri, to-wit:

The north 5.00 feet of Lot 69, Park Tower North, a subdivision in Gladstone, Clay County, Missouri containing 470.00 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 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 Russel & Heather Gentry 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 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 7th day of February, 2020.

CITY OF GLADSTONE, MO

GRANTORS:

BY Scott Wingerson
Scott Wingerson, City Manager

Russel Gentry
Russel Gentry
Heather Gentry
Heather Gentry

ATTEST: Ruth Bocchino
Ruth Bocchino, City Clerk

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF Clay)

On this 7th day of February, 2020, before me, the undersigned Notary Public, personally appeared Russel & Heather Gentry, 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 Russel & Heather Gentry 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.

Connie M. Dixon
Notary Public within said County/St.

My commission expires March 18, 2022

Connie M. Dixon
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: March 18, 2022
Commission #18935911

GRANTEE'S ACKNOWLEDGMENT

On this 26th day of February, 2020, 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: Nov 11, 2022.

REBECCA JARRETT
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: November 11, 2022
Commission #14392947

Recorded in Clay County, Missouri



Recording Date/Time: 03/03/2020 at 01:12:21 PM

Instr #: 2020006627

Book: 8618 Page: 84

Type: EASE

Pages: 3

Fee: \$30.00 \$ 20200006105



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Temporary Construction Easement
2. **Date:** 2-24-2020
3. **Grantor (s):** Russel and Heather Gentry, husband and wife
4. **Grantee (s):** City of Gladstone, Missouri
5. **Mailing Address:** 7010 N. Holmes, Gladstone, MO 64118
6. **Legal Description:**

The north 20.00 feet of Lot 69, Park Tower North, a subdivision in Gladstone, Clay County, Missouri containing 1880.00 square feet, more or less.
7. **Reference Book & Page:** N/A

Same

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TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Russel & Heather Gentry
(Names)

1205 Northeast 76th Street, 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:

The north 20.00 feet of Lot 69, Park Tower North, a subdivision in Gladstone, Clay County, Missouri containing 1880.00 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, **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 7 day of February, 2020

CITY OF GLADSTONE
By Scott Wingerson
Scott Wingerson, City Manager

GRANTORS:
Russel Gentry
Russel Gentry

Attest: Ruth E Bocchino
Ruth Bocchino, City Clerk

Heather Gentry
Heather Gentry

Connie M. Dixon
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: March 18, 2022
Commission #18935911

GRANTORS' ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF Clay ss.

On this 7th day of Feb., 2020, before me, the undersigned Notary Public, personally appeared Russel & Heather Gentry 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 Russel & Heather Gentry further declared themselves to be married.

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.

Connie M. Dixon
Notary Public Within Said County and State

My commission expires March 18, 2022

GRANTEE'S ACKNOWLEDGMENT

On this 26 day of February, 2020, 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 Nov 11, 2022

REBECCA JARRETT
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: November 11, 2022
Commission #14392947