

**RESOLUTION NO. R-20-56**

**A RESOLUTION ACCEPTING EASEMENTS FROM CERTAIN PROPERTY OWNERS IN CONJUNCTION WITH THE NORTHEAST 76<sup>TH</sup> 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 76<sup>th</sup> 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 "UU" through "XX" 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, R-20-02, R-20-07, R-20-10, R-20-15, and R-20-33.

Temporary Construction Easement

"UU" – Mark & Ann Osborn	1404 NE 76 <sup>th</sup> Street
"VV" – Jared Speckman	1303 NE 76 <sup>th</sup> Street

Permanent Easement

"WW" – Amanda & Fernando Esquivel	7601 N. Troost Avenue
"XX" – Jared Speckman	1303 NE 76 <sup>th</sup> 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 14<sup>th</sup> DAY OF DECEMBER, 2020.**

  
\_\_\_\_\_  
Jean B. Moore, Mayor

ATTEST:

  
\_\_\_\_\_  
Ruth E. Bocchino, City Clerk



## *Request for Council Action*

RES  # 20-56

BILL  # City Clerk Only

ORD # City Clerk Only

Date: 12/7/2020

Department: Public Works

Meeting Date Requested: 12/14/2020

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, R-20-02, R-20-07, R-20-10, R-20-15, and R-20-33. Acquisition of these easements will enhance the project scope.

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

Timothy A. Nebergall  
Department Director/Administrator

City Attorney

City Manager



Recording Date/Time: 12/18/2020 at 02:38:58 PM

Instr #: 2020049740

Book: 8905 Page: 144

Type: EASE

Pages: 3

Fee: \$30.00 S 20200044629



Katee Porter  
Recorder of Deeds

---

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Temporary Construction Easement

2. **Date:** 12/14/2020

3. **Grantor (s):** Mark & Ann Osborn

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

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

6. **Legal Description:**

The south 23.00 feet of Lot 33, Terrace Gardens No. 2, a subdivision in the City of Gladstone, Clay County, Missouri containing approximately 2,300.00 square feet.

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

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Mark & Ann Osborn  
(Names)

1404 Northeast 76<sup>th</sup> 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 south 23.00 feet of Lot 33, Terrace Gardens No. 2, a subdivision in the City of Gladstone, Clay County, Missouri containing approximately 2,300.00 square feet.

**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 4<sup>th</sup> day of December, 2020

CITY OF GLADSTONE

By Scott Wingerson  
Scott Wingerson, City Manager

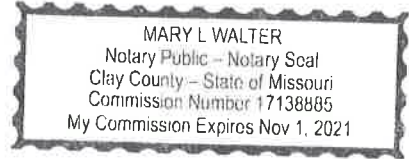
Attest: Ruth E Bocchino  
Ruth Bocchino, City Clerk

GRANTORS:

Mark Osborn  
Mark Osborn

Ann Osborn  
Ann Osborn

**GRANTORS' ACKNOWLEDGMENT**



STATE OF MISSOURI  
COUNTY OF Clay ss.

On this 4 day of December, 2020, before me, the undersigned Notary Public, personally appeared Mark & Ann Osborn 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.

**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.

Mary L. Walter  
Notary Public Within Said County and State

My commission expires 01 NOV 2021

\*\*\*\*\*

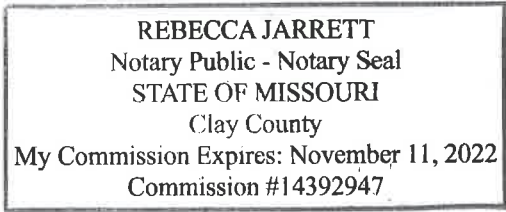
**GRANTEE'S ACKNOWLEDGMENT**

On this 10 day of December, 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 11-11-2022





Recording Date/Time: 12/18/2020 at 02:38:58 PM

Instr #: 2020049741

Book: 8905 Page: 145

Type: EASE

Pages: 3

Fee: \$30.00 S 2020044629



Kalee Porter  
Recorder of Deeds

---

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Temporary Construction Easement

2. **Date:** 12/14/2020

3. **Grantor (s):** Jared Speckman

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

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

6. **Legal Description:**

All of the north 5.00 feet and the north 80.00 feet of the west 5.00 feet of Lot 50, Park Tower North, a subdivision in Gladstone, Clay County, Missouri

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

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Jared Speckman  
(Name)

1303 NE 76<sup>th</sup> Street, Gladstone, MO  
(Address)

of Clay County, Missouri, hereinafter called the **GRANTOR**, 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, does 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 north 5.00 feet and the north 80.00 feet of the west 5.00 feet of Lot 50, Park Tower North, a subdivision in Gladstone, Clay County, Missouri

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

**GRANTOR** makes no warranties, expressed or implied to **GRANTEE**.

IN WITNESS WHEREOF the parties have hereunto set their names to the foregoing, this 16<sup>th</sup> day of August, 2020

CITY OF GLADSTONE

By Scott Wingerson  
Scott Wingerson, City Manager

Attest: Ruth E Bocchino  
Ruth Bocchino, City Clerk

GRANTOR:

Jared Speckman  
Jared Speckman



**GRANTOR'S ACKNOWLEDGMENT**

JENNIFER A. STAFFORD  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clay County  
My Commission Expires: April 10, 2023  
Commission #15385188

STATE OF MISSOURI  
COUNTY OF Clay ss.

On this 6th day of August, 2020, before me, the undersigned Notary Public, personally appeared Jared Speckman to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed. And the said Jared Speckman further declared himself 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.

Jennifer A. Stafford  
Notary Public Within Said County and State

My commission expires April 10, 2023.

\*\*\*\*\*

**GRANTEE'S ACKNOWLEDGMENT**

On this 16 day of December, 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 11-11, 2022

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





Recording Date/Time: 12/18/2020 at 02:38:58 PM

Instr #: 2020049742

Book: 8905 Page: 146

Type: EASE

Pages: 4

Fee: \$33.00 S 2020044629



Katee Porter  
Recorder of Deeds

---

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Sidewalk and Utility Easement

2. **Date:**

12/14/2020

3. **Grantors:** Jared Speckman

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 50, Park Tower North, a subdivision in Gladstone, Clay County, Missouri

SIDEWALK AND UTILITY EASEMENT

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT,** Jared Speckman  
(NAME OR NAMES )  
1303 NE 76<sup>th</sup> 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 being and situated in the City of Gladstone, Clay County, Missouri, to-wit:

The west 10.00 feet of the north 5.00 feet of Lot 50, Park Tower North, a subdivision in Gladstone, Clay County, Missouri

**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.
3. That Jared Speckman is lawfully seized and possessed of the real estate above described, that he 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 he forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.



GRANTEE'S ACKNOWLEDGMENT

On this 16 day of December, 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: 11-11-22.





Recording Date/Time: 12/18/2020 at 02:38:58 PM

Instr #: 2020049743

Book: 8905 Page: 147

Type: EASE

Pages: 6

Fee: \$39.00 S 20200044629



Katee Porter  
Recorder of Deeds

---

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Permanent Landscape Easement
2. **Date:** 12/14/2020
3. **Grantors:** Amanda & Fernando Esquivel, husband and wife
4. **Grantee (s):** City of Gladstone, Missouri
5. **Mailing Address:** 7010 N. Holmes; Gladstone, MO 64118
6. **Legal Description:**  
See Exhibit A attached hereto and incorporated herein
7. **Reference Book & Page:** N/A

RL- GE

R-20-56 (6)

PERMANENT LANDSCAPE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Amanda & Fernando Esquivel  
(Names)

7601 N. Troost Avenue, Gladstone, MO  
(Address)  
(ADDRESS)

of Gladstone, Clay County, MO hereinafter called the **GRANTOR**, for and in consideration of One Dollar (\$1.00) 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 monument-type street sign, landscaping, 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:

See Exhibit A attached hereto and incorporated herein

**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 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** that will 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.

2. That Amanda & Fernando Esquivel 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.





GRANTEE'S ACKNOWLEDGMENT

On this 16 day of December, 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: 11-11-22.

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

**Exhibit "A"**  
**(Page 1 of 2)**

**PROJECT NO. 018-1193 – TRACT NO. 1**

**DATE: 11/04/20**

**OWNER: AMANDA ESQUIVEL**

**PERMANENT LANDSCAPE EASEMENT – 7601 NORTH TROOST**

**PROJECT: NE 76TH STREET ROAD IMPROVEMENTS - GLADSTONE, MISSOURI**

**PARCEL I.D. NO. 13607000901200**

**PERMANENT LANDSCAPE EASEMENT**

**A strip of land over a part of Lot 1, Terrace Gardens, a subdivision in the City of Gladstone, Clay County, Missouri, according to the recorded plat thereof, said strip being more particularly described as follows:**

**BEGINNING at the Southwest corner of said Lot 1, said point being the intersection of the East right-of-way line of North Troost Avenue and the North right-of-way line of NE 76<sup>th</sup> Street, as both streets are now established;**

**thence North 00 degrees 26 minutes 54 seconds East, on said East right-of-way line, a distance of 19.96 feet;**

**thence South 47 degrees 39 minutes 58 seconds East, departing said East right-of-way line, a distance of 30.67 feet, to a point on said North right-of-way line;**

thence North 88 degrees 15 minutes 11 seconds West, on said North right-of-way line, a distance of 22.84 feet, to the POINT OF BEGINNING, containing 228 square feet or 0.0052 acres, more or less.

(As depicted on Exhibit "B", attached and incorporated herein).



**Olsson**  
**7301 West 133<sup>rd</sup> Street**  
**Suite 200**  
**Overland Park, KS 66213**  
**(913) 381-1170**