

RESOLUTION NO. R-21-30

A RESOLUTION ACCEPTING EASEMENTS FROM CERTAIN PROPERTY OWNERS IN CONJUNCTION WITH THE 8 NORTHWEST 61ST TERRACE STORM DRAIN IMPROVEMENT PROJECT.

WHEREAS, easements from certain property owners are necessary for the City to construct public improvements in conjunction with the 8 NW 61st Terrace Storm Drain Improvements Project.

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 "B" are hereby accepted.

Permanent Easements

"A" – Michael & Paula Coleman

11 NW 61st Terrace

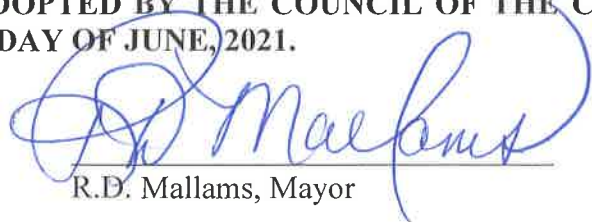
"B" – William L. Draper

8 NW 61st 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 14TH DAY OF JUNE, 2021.


R.D. Mallams, Mayor

ATTEST:


Ruth E. Bocchino, City Clerk



Request for Council Action

RES ☒ # R-21-30

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 6/9/2021

Department: Public Works

Meeting Date Requested: 6/14/2021

Public Hearing: Yes ☐ Date: Click here to enter a date.

Subject: 8 NW 61st Terrace Storm Miscellaneous Improvements

Background: Two field inlets and approximately 30-feet of pipe were installed to reduce the potential for flooding of 8 NW 60th Street (Bill Draper and Jill Hayes) and 100 NW 60th Street (Brandon Moore). Easements are needed from property owners, Mike and Paula Coleman and William L. Draper, for long-term maintenance of these facilities.

Budget Discussion: Funds are budgeted in the amount of \$ 8,000 from the CIST 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.

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

Timothy A. Nebergall
Department Director/Administrator

JM
City Attorney

SW
City Manager

Recorded in Clay County, Missouri



Recording Date/Time: 06/29/2021 at 10:29:51 AM

Instr #: 2021027952

Book: 9097 Page: 126

Type: EASE

Pages: 3

Fee: \$30.00 S 20210024996



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Standard Drainage Easement

2. **Date:**

6/14/21

3. **Grantors:** William L. Draper

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

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

6. **Legal Description:**

West 15 feet of Lot 25, Sixty First Street Addition East, a subdivision in the City of Gladstone, Clay County, MO

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

RL - City Gladstone

R-21-30

STANDARD DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, William L. Draper
(NAME OR NAMES)
8 NW 61st Street
(ADDRESS)

of Gladstone, Clay County, MO hereinafter called the **GRANTOR**, for and in consideration of One Dollar (\$1.00) and the advantages to be gained from the existence of the facilities and appurtenances through the lands hereafter described, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the CITY OF GLADSTONE, a municipal corporation of the State of Missouri, hereafter called **GRANTEE**, an easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of any open drainageway, storm drainage structure, and any and all appurtenances incidental thereto over, under and through the following described tract of land lying, being and situated in the City of Gladstone, Clay County, Missouri, to-wit:

West 15 feet of Lot 25, Sixty First Street Addition East, a subdivision in the City of Gladstone, Clay County, MO

TO HAVE AND TO HOLD to same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the **GRANTEE**, its successors and assigns for so long as said use shall continue, the **GRANTOR** hereby covenanting for their heirs and successors and assigns unto the **GRANTEE**, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions (except sidewalks, roadways, pavement, or curbs) which will interfere with the **GRANTEE** in excavating upon said land for the purpose of laying, constructing, reconstructing, operating, repairing, and maintaining said facilities and appurtenances; and no excavation or fill shall be made and no other operations of any kind or nature shall be performed or authorized by the **GRANTOR** to be performed which will reduce or increase the earth coverage in such manner and to such extent so as to interfere with, or jeopardize or threaten the normal and proper operation and maintenance of said facilities and appurtenances, said facilities at all times to be laid and constructed at a proper depth below any pavement or street surfacing laid out or established at any time along, upon, or over said easement or any portion thereof, and the **GRANTEE** will repair any damage to fences, pavement, curb or sod in any way arising in connection with the laying, constructing, and repairing of said facilities and appurtenances. By granting this easement, same shall not be considered or construed as prohibiting the **GRANTOR** in the developing of any adjoining property from the laying out, establishing and the constructing of pavement surfacing of roadways, curbing and gutters along, upon, over or across said easement or any portion thereof.
2. The right of **GRANTEE**, its agents, servants, employees, or independent contractor to go upon said land, and so much of the **GRANTOR'S** adjoining land as may be reasonably necessary, at any time to excavate or perform other operations for the purpose of laying, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said facilities and all appurtenances incidental thereto.
3. That they are lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them

which would interfere with the rights granted hereunder; and that they forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.

IN WITNESS WHEREOF, said Grantors do hereunto set their hand and subscribed their names to the foregoing, this 16th day of April, 2021.

CITY OF GLADSTONE, MO

BY: Scott Wingerson
Scott Wingerson, City Manager

GRANTOR:

William L. Draper
William L. Draper

ATTEST: Ruth Bocchino
Ruth Bocchino, City Clerk

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI)
COUNTY OF Clay) ss.

On this 16th day of April, 2021, before me, the undersigned Notary Public, personally appeared William L. Draper, 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.

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.

Jennifer A. Stafford
Notary Public Within Said County/St.

My commission expires April 10, 2023.



GRANTEE'S ACKNOWLEDGMENT

On this 24th day of June, 2021, 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.

Connie M. Dixon
Notary Public Within Said County/St.

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

Recorded in Clay County, Missouri



Recording Date/Time: 06/29/2021 at 10:29:51 AM

Instr #: 2021027953

Book: 9097 Page: 127

Type: EASE

Pages: 3

Fee: \$30.00 S 20210024996



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Standard Drainage Easement

2. **Date:**

6/14/21

3. **Grantors:** Michael & Paula Coleman

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

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

6. **Legal Description:**

South 10 feet of West 70 feet of Lot 9, Stormy Acres, a subdivision in the City of Gladstone, Clay County, MO

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

R-21-30

Some

STANDARD DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Michael and Paula Coleman
(NAME OR NAMES)
11 NW 61st Terrace
(ADDRESS)

of Gladstone, Clay County, MO hereinafter called the **GRANTOR**, for and in consideration of One Dollar (\$1.00) and the advantages to be gained from the existence of the facilities and appurtenances through the lands hereafter described, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the CITY OF GLADSTONE, a municipal corporation of the State of Missouri, hereafter called **GRANTEE**, an easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of any open drainageway, storm drainage structure, and any and all appurtenances incidental thereto over, under and through the following described tract of land lying, being and situated in the City of Gladstone, Clay County, Missouri, to-wit:

South 10 feet of West 70 feet of Lot 9, Stormy Acres, a subdivision in the City of Gladstone, Clay County, MO

TO HAVE AND TO HOLD to same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the **GRANTEE**, its successors and assigns for so long as said use shall continue, the **GRANTOR** hereby covenanting for their heirs and successors and assigns unto the **GRANTEE**, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions (except sidewalks, roadways, pavement, or curbs) which will interfere with the **GRANTEE** in excavating upon said land for the purpose of laying, constructing, reconstructing, operating, repairing, and maintaining said facilities and appurtenances; and no excavation or fill shall be made and no other operations of any kind or nature shall be performed or authorized by the **GRANTOR** to be performed which will reduce or increase the earth coverage in such manner and to such extent so as to interfere with, or jeopardize or threaten the normal and proper operation and maintenance of said facilities and appurtenances, said facilities at all times to be laid and constructed at a proper depth below any pavement or street surfacing laid out or established at any time along, upon, or over said easement or any portion thereof, and the **GRANTEE** will repair any damage to fences, pavement, curb or sod in any way arising in connection with the laying, constructing, and repairing of said facilities and appurtenances. By granting this easement, same shall not be considered or construed as prohibiting the **GRANTOR** in the developing of any adjoining property from the laying out, establishing and the constructing of pavement surfacing of roadways, curbing and gutters along, upon, over or across said easement or any portion thereof.

2. The right of **GRANTEE**, its agents, servants, employees, or independent contractor to go upon said land, and so much of the **GRANTOR'S** adjoining land as may be reasonably necessary, at any time to excavate or perform other operations for the purpose of laying, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said facilities and all appurtenances incidental thereto.

3. That they are lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that they forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.

IN WITNESS WHEREOF, said Grantors do hereunto set their hand and subscribed their names to the foregoing, this 11 day of May, 2021.

CITY OF GLADSTONE, MO

GRANTORS:

BY: Scott Wingerson
Scott Wingerson, City Manager

Michael Coleman
Michael Coleman

ATTEST: Ruth E Bocchino
Ruth Bocchino, City Clerk

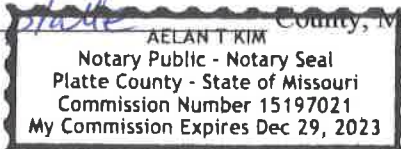
Paula Coleman
Paula Coleman

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI)
COUNTY OF Clay) ss.

On this 11th day of May, 2021, before me, the undersigned Notary Public, personally appeared Michael Coleman, Paula Coleman, 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 Michael Coleman, Paula Coleman further declare themselves to be married.

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



Aelan T. Kim
Notary Public within said County/St.

My commission expires 12-29-2023.

GRANTEE'S ACKNOWLEDGMENT

On this 24th day of June, 2021, 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.

Connie M. Dixon
Notary Public Within Said County/St.

My commission expires March 18, 2023
Connie M. Dixon
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: March 18, 2023
Commission #18935911