

RESOLUTION NO. R-21-45

**A RESOLUTION GRANTING A UTILITY EASEMENT TO
CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS FOR THE
EXTENSION OF FIBER OPTIC CABLE AND SIMILAR SERVICES
TO THEIR ANTENNA SITE AT THE LINDEN WATER TOWER.**

WHEREAS, the Cello Company d/b/a Verizon wireless has requested a non-exclusive utility easement for the extension of fiber optic cable and similar services to their antenna site at Linden Water Tower; and

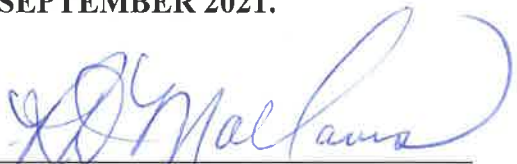
WHEREAS, Cello Company d/b/a Verizon Wireless has agreed to compensate the City \$5,000 for the proposed easement; and

WHEREAS, City staff has reviewed the request and recommends that the City grant the easement.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
GLADSTONE, MISSOURI, AS FOLLOWS:**

THAT, the proposed utility easement requested by Cello Company d/b/a/ Verizon Wireless be granted and executed by the City Manager; and

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE CITY COUNCIL OF
GLADSTONE, MISSOURI, THIS 13TH DAY OF SEPTEMBER 2021.**



R.D. Mallams, Mayor

ATTEST:



Becky Jarrett, Deputy City Clerk



Request for Council Action

☒ RESOLUTION #21-45

☐ BILL #

ORDINANCE #

Date: 9/9/2021

Department/Office: Public Works

Meeting Date Requested: 9/13/2021

Public Hearing: ☐ Yes ☒ No Date:

Subject: Grant Utility Easement at the Linden Water Tower site

Background: Cellco Partnership, d/b/a Verizon Wireless, has requested a non-exclusive utility easement for the extension of fiber optic cable and similar support services to their antenna site at the Linden Water Tower. Verizon Wireless has agreed to compensate the City \$5,000 for this easement.

Budget Discussion: Funds are available in the amount of \$N/A from the General Fund. Ongoing costs are estimated to be \$N/A annually.

Public/Board/Staff Input: City staff has reviewed the easement and has no objections to this request. The proposed easement requires a minimum 5-foot of separation from the water tower supply line.

Recommendation: It is the recommendation of the Department of Public Works to approve the proposed easement.

Distribute Original Contracts to: ☐ City Clerk

Tim Nebergall

Legal JM

City Manager SW

12-21-45

Recorded in Clay County, Missouri



Recording Date/Time: 09/17/2021 at 01:34:44 PM

Instr #: 2021040571

Book: 9178 Page: 13

Type: EASE

Pages: 4

Fee: \$33.00 S 20210036462



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Utility Easement
2. **Date:**
3. **Grantor:** City of Gladstone, Missouri
4. **Grantee (s):** Cellco Parntership d/b/a Verizon Wireless
5. **Mailing Address:** Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921
6. **Legal Description:** See Attached
7. **Reference Book & Page:** N/A

- City of Gladstone - Becky Jarrett
7010 N. Holmes
Gladstone MO 64118

④

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Gladstone, Missouri, a municipal corporation of the State of Missouri, hereinafter called the **GRANTOR**, for and in consideration of One Dollar (\$1.00) does hereby grant and convey unto Cellco Partnership d/b/a Verizon Wireless, hereafter called **GRANTEE**, a ten (10) foot wide non-exclusive utility easement for the installation, operation, and maintenance of wires, cables, conduits and pipes including fiber optic cables and appurtenances incidental thereto under and through the following described tract of land lying, being and situated in the City of Gladstone, Clay County, Missouri, to-wit:

See Attached

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 its heirs and successors and assigns unto the **GRANTEE**, its successors and assigns the following:

1. Said facilities shall not interfere with water supply line(s) serving the Linden Water Tower and shall be offset a minimum of five (5) feet from said supply line(s). Furthermore, should the **GRANTOR**, in its sole and absolute discretion, determine that it is necessary to relocate facilities located within the utility easement, the facility owner shall do so within sixty (60) days after receipt of written notice from the **GRANTOR** at the sole cost and expense of the facility owner.

IN WITNESS WHEREOF, said Grantor does hereunto set their hand and subscribed their name to the foregoing, this 15 day of Sept, 2021.

CITY OF GLADSTONE, MO

BY: Scott Wingerson
Scott Wingerson, City Manager

ATTEST: Becky Jarrett
Becky Jarrett, Deputy City Clerk

DB02/0762186.0720/10099724.3



June 3, 2021

VIA EMAIL

Padraic Corcoran
Gladstone City Hall
7010 N Holmes Street
Gladstone, MO 64118

RE: Request for Consent to Modifications
VZW Site ID: KCYC North Oak / 140733 - 20202186087
Site Address: 480 NE 71st Street, Gladstone, MO 64118

Dear Mr. Corcoran:

Thank you so much for your time in resolving this equipment modification project in order to enable Verizon Wireless to maintain their commitment to the highest standards of network service on the above-referenced existing communications facility ("Site"). As you know, Verizon Wireless has engaged Faulk and Foster as a consultant to facilitate completion of this project.

In accordance with Paragraph 16 of the Linden Water Tower Antenna Site Lease dated November 12, 1996, between the City of Gladstone Missouri and CMT Partners d/b/a Cellular One a Delaware Partnership along with paragraph 10 of the 4th Amendment to the Antenna Site Lease dated May 15, 2014 between The City of Gladstone and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless successor in interest to CMT Partners d/b/a Cellular One this letter serves as the documentation for the request for consent to modify the Site based on our email correspondence, engineering reports and construction drawings that are attached for your approval. **Please print, sign and return the consent form to me via pdf.**

If you have any questions about this project, feel free to contact me at 816-678-2184 or email at sharla.bates@faulkandfoster.com. Thank you in advance for your cooperation.

Sincerely,

Sharla Bates
Project Manager

cc: SharRhonda Kelly, Verizon Real Estate

CONSENT TO MODIFICATION
VZW Site: KCYC North Oak / 140733 - 20202186087

City of Gladstone Missouri ("Lessor/Licensor") acknowledges receipt of a request for consent to modify the existing Verizon Wireless communications facility located at **480 NE 71st Street, Gladstone, MO 64118** according to the attached plans. Lessor/Licensor hereby consents to Verizon Wireless' proposed modification. Verizon Wireless ("Lessee"), at their expense, will provide a post construction inspection performed by a disinterested, qualified third party.

LESSOR/LICENSOR

By: Scott Wingerson
Name: Scott Wingerson
Title: City Manager
Date: 9/22/2021

ACCESS INFORMATION

Please indicate the name and telephone number of the person that Verizon Wireless needs to contact in order to coordinate the logistics of the proposed modification.

Gladstone Police Non-Emergency Dispatch

816-436-3550

**FIFTH AMENDMENT TO
ANTENNA SITE LEASE AT LINDEN WATER TOWER**

THIS FIFTH AMENDMENT TO ANTENNA SITE LEASE ("Amendment") is made this ____ day of _____, 2021, by and between the City of Gladstone, Missouri, a municipal corporation, with a Taxpayer ID/Charter Number of 44-6005624 (hereinafter referred to as the "City"), and Cellco Partnership d/b/a Verizon Wireless, successor-in-interest to CMT Partners d/b/a Cellular One ("Lessee"), with reference to the facts set forth in the Recitals below:

RECITALS

WHEREAS, City and Lessee, or their predecessors-in-interest, are parties to an Antenna Site Lease at Linden Water Tower dated November 12, 1996 (as amended, the "Lease"), for the purpose of leasing a portion of the Property (as described in Exhibit A of the Lease) to construct, operate and maintain a communications facility, including required antennas and antenna support structure(s), as situated substantially as shown on Exhibit B attached to the Lease; and

WHEREAS, City and Lessee desire to amend the Lease to (i) extend the term of the Lease; (ii) grant Lessee a non-exclusive utility easement (the "Utility Easement"); and (iii) otherwise amend the Lease as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **EXTENSION TERMS.** Section 5 of the Lease is hereby amended to provide that at the end of the third (3rd) Extension Term, the term of the Lease shall automatically be extended for four (4) additional extension terms of five (5) years each (each an "Additional Extension Term") with the first such Additional Extension Term commencing on July 1, 2022; provided, however, either Lessee or City may elect not to renew the Lease for any subsequent Additional Extension Term by giving the other party at least six (6) months prior written notice of its intent to terminate the Lease at the conclusion of the then-current Additional Extension Term. Each Additional Extension Term shall be on the same terms and conditions as set forth in the Lease.

2. **UTILITY EASEMENT.** Section 2.a. of the Lease is hereby amended to include, within the portion of the Property leased to Lessee, a non-exclusive utility easement necessary for the installation, operation and maintenance of wires, cables, conduits and pipes, including fiber optic cables and conduits, running between and among the various portions of the Antenna Facilities and to all necessary electrical, telephone, fiber and other similar support services located on, under or through the Property. Lessee agrees that the Lessee's fiber optic cables and conduits, running between and among the various portions of the Antenna Facilities will not interfere with the water supply line currently running to the Linden Water Tower and shall be offset from the water supply line by a minimum five feet (5'). Should the City determine, in its sole and absolute discretion, that it is necessary to relocate the Lessee's fiber optic cables and conduits, the Lessee shall do so within sixty (60) days after receipt of written notice from the City and said relocation shall be at the sole cost and expense of the Lessee.

3. NOTICES. Lessee's notice address in Paragraph 32 of the Lease is hereby replaced with the following:

Cellco Partnership
d/b/a Verizon Wireless
Attn: Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921

4. EXHIBIT "B". Exhibit "B" is hereby supplemented with the Survey showing the location of the Utility Easement, which is included in Exhibit "B" (Fifth Amendment), attached hereto. For all purposes under the Lease, all references to Exhibit "B" shall hereinafter also include Exhibit "B" (Fifth Amendment).

5. COMPENSATION. As additional rent paid to the City as full consideration of the Utility Easement, Lessee shall pay the City a one-time, non-recurring payment of \$5,000.00, which shall be paid within 60 calendar days from the date of full execution of this Amendment.

6. CONTINUED EFFECT. Except as specifically modified by this Amendment, all of the terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between any term and provision of the Lease and this Amendment, the terms and provisions of this Amendment shall control. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Lease. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment. Except where otherwise expressly indicated herein, the terms and provisions of this Amendment shall be deemed effective from and after the date of this Amendment.

[Signature Page Follows]


In Witness Whereof, City and Lessee have caused this FIFTH AMENDMENT TO ANTENNA SITE LEASE AGREEMENT to be executed by each party's duly authorized representative effective as of the date first above written.

CITY:

City of Gladstone

LESSEE:

Cellco Partnership
d/b/a Verizon Wireless

By: 
Name: Scott Wingerson
Title: City Manager
Date: 9/22/2021

By: _____
Name: _____
Title: _____
Date: _____

Attest:

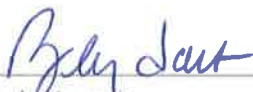
By: 
Becky Jarrett
Deputy City Clerk
Date: 9-22-21

EXHIBIT "B" (FIFTH AMENDMENT)

See Attached

SITE NUMBER: 140733
SITE NAME: KCYC NORTH
OAK
PROJECT: DARK FIBER

MINNICK SURVEYING, LLC
 L.C. - 2009201128
 3520 HAMPTON AVE.
 ST. LOUIS, MO 63139
 (314) 721-9500
MINNICKSURVEYING.COM

| REVISIONS |
|---------------------|
| 1. 8/28/00 PRELIM |
| 2. 3/31/00 COMMENTS |

SITE ADDRESS:
480 NE 71ST ST,
GLADSTONE, MO 64105
CLAY COUNTY

PROJECT NUMBER 7485



JARED MINICK
LAND SURVEYOR
PLS-2007017868

PAGE 2 OF 2

PARENT PARCEL
ALL OF LOTS SIX (6) AND SEVEN (7),
BLOCK NINE (9), LINDEN, A
SUBDIVISION OF LAND IN THE CITY OF
GLASTONE, CLAY COUNTY, MISSOURI,
AS SHOWN ON THE DULY RECORDED
PLAT THEREOF.

AND EXCEPT THAT PART CONVEYED TO METROPOLITAN SAVINGS ASSOCIATION IN THE AFFRANT AND DUTY-CLAIM DEED RECORDED JANUARY 8, 1981 AS DOCUMENT NO. G-88645 IN BOOK 2013 AT PAGE 288 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE WEST TWENTY-FIVE (25) FEET OF LOTS 6 AND 7, BLOCK 9, LINDEN, A SUBDIVISION OF LAND IN THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI.

NON-EXCLUSIVE RIGHTS

A NON-EXCLUSIVE 10'W UTILITY EASEMENT IN LOTS 6 AND 7 IN BLOCK 8 OF LINDEN, AS RECORDED IN PLAT BOOK A PAGE 28 OF THE CLAY COUNTY, MISSOURI, RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONVERGING AT THE NORTHEAST CORNER OF SAND LOT #8, THENCE ALONG THE EAST LINE OF SAND LOT #8 AND LOT 7, SOUTH DO DEGREES 20 MINUTES 05 SECONDS EAST, 50.06 FEET TO THE POINT OF BEGINNING OF THE EASEMENT OF THE EASEMENT, THENCE LEAVING SAND EAST LINE, ALONG THE SAND CENTERLINE, ALONG A CURVE TO THE RIGHT, HAVING A CHORD BEARING AND DISTANCE OF S 89° 00' 00" E 100.00 FEET, A SECONDS WEST, 37.32 FEET, HAVING AN ARC LENGTH OF 40.39 FEET, HAVING A POINT OF TERMINATION ON THE SOUTH POINT OF TERMINATION ON THE SOUTH POINT OF AN EXISTING SEED CORNER, CONTAINING SUB SQUARE FEET MORE OR LESS.

NOTES:
— THIS EASEMENT SURVEY WAS PERFORMED AT THE REQUEST OF AND IS CERTIFIED TO COLLECTIVE SOLUTIONS 2010 VISION, INC. DURING THE MONTH OF AUGUST. THIS SURVEY IS NOW TRANSFERABLE.
THE PURPOSE OF THIS SURVEY IS TO DESCRIBE A

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEYOR. ALL INFORMATION REGARDING RECORD, EASEMENTS, AND OTHER DOCUMENTS WHICH MIGHT AFFECT THE QUALITY OF TITLE TO TRACT AS SHOWN HEREON WAS OBTAINED FROM TITLE REPORT NUMBER Z719068 PREPARED BY THOMAS-ASTAFF TITLE, U.S. DATED 4/19/76. ANY ADDITIONAL EASEMENTS AND/OR EXCEPTIONS REFERENCED IN THE ABOVE REFERENCED REPORT SHOWN OR NOTED ON THIS SURVEY:

5. BUILDING SETBACK LINES, EASEMENTS AND CONDITIONS AS ESTABLISHED BY THE PLAT OF SAID SUBDIVISION RECORDED APRIL 13, 1980 IN PLAT BOOK 2 AT PAGE 38 AND NOW INCORPORATED AS BOOK A AT PAGE 28, ARE MORE FULLY SET FORTH THEREIN (NO ADDITIONAL EASEMENTS SHOWN)

COMPANY, ESTABLISHED BY THE DOCUMENT RECORDING
FEBRUARY 10, 1975 AS DOCUMENT NO. D-8471 IN BOOK
11174 AT PAGE 222, AS MORE FULLY SET FORTH
THEREIN[SHOWN]

[illegible]

201-4031428 IN BOOK 7387 AT PAGE 1401[CP]
7. TERMS AND PROVISIONS OF THE MEMORANDUM OF
THIRD AMENDMENT TO ANTENNA SITE LEASE AT UNGO
WATER TOWER, RECORDED MAY 21, 2006 AS DOCUMENT NO.
2006017857 IN BOOK 5978 AT PAGE 111, AS MORE FULLY
CONTAINED THEREIN, CANNOT PLOT. LOCATION OF "LEASE"
NOT CORRECT.

THE AFFIDAVIT AND QUIT CLAIM DEED RECORDED JANUARY 8, 1991 AS DOCUMENT NO. C-858415 IN BOOK 21013 AT PAGE 262, AS MORE FULLY SET FORTH THEREIN.[TINA]

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NOT EVEN

[CNA] DOES NOT AFFECT PROPOSED EASEMENT AREA

-BASIS OF BEARING: ASSUMED, LOT ANGLES ADOPTED FROM RECORD PLAT OF LONDON
-UTILITIES SHOWN BASED ON ABOVEGROUND OBSERVATIONS.
-THIS IS NOT A COMPLETE INVENTORY OF UTILITIES IN THE AREA, NO UNDERGROUND UTILITIES SHOWN.