

RESOLUTION NO. R-25-16

A RESOLUTION ACCEPTING AN EASEMENT FROM WAL-MART REAL ESTATE BUSINESS TRUST, A DELAWARE STATUTORY TRUST IN CONJUNCTION WITH THE STORE IMPROVEMENTS LOCATED AT 7207 NORTH MISSOURI 1 HIGHWAY.

WHEREAS, an easement from Wal-Mart Real Estate Business Trust, a Delaware Statutory Trust to construct public improvements in conjunction with store improvements located at 7207 North Missouri 1 Highway.

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

THAT, the easement from the property owner attached hereto as Exhibit "A" is hereby accepted.

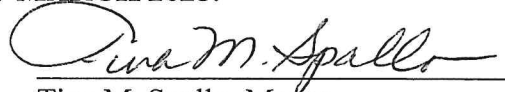
Permanent Storm Drainage Easement

"A" – Wal-Mart Real Estate Business Trust, a Delaware statutory trust
2608 SE J Street Bentonville, AR

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 document 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 10TH DAY OF MARCH 2025.


Tina M. Spallo, Mayor

ATTEST:


Becky Jarrett, Deputy City Clerk



Request for Council Action

RES ☒ # R-25-16

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 3/4/2025

Department: Public Works

Meeting Date Requested: 3/10/2025

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

Subject: Water Main Easement, Wal-Mart Store Improvements - 7207 North Missouri-1 Highway

Background: Wal-Mart recently completed store improvements that required relocation of an existing water main. That work is complete and the enclosed document vacates the existing easement in conflict with the store improvements and dedicates a new 15-foot easement over the new water main.

Budget Discussion: N/A

Public/Board/Staff Input: Staff requests that the easement 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

JA
City Attorney

BB
City Manager



Recording Date/Time: 04/15/2025 at 03:24:43 PM

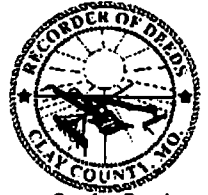
Book: 9916 Page: 43

Instr #: 2025008458

Pages: 8

Fee: \$45.00 S

GLADSTONE CITY OF



Sandra Brock
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Water Main Easement
2. **Date:** April 15, 2025
3. **Grantor)** Wal-Mart Real Estate Business Trust, a Delaware statutory trust
4. **Grantee (s):** City of Gladstone, Missouri
5. **Mailing Address:** 7010 N. Holmes; Gladstone, MO 64118
6. **Legal Description:** See Exhibits A and B
7. **Reference Book & Page:** Plat Cabinet D, Sleeve 52

WATER MAIN EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Wal-Mart Real Estate Business Trust, a Delaware statutory trust
(NAME OR NAMES)
2608 SE J Street, Bentonville, AR 72716, Attn: Real Estate Portfolio Management- Missouri
(ADDRESS)

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 a water main and any and all appurtenances incidental thereto (the "Easement") 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

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 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. Additionally, Grantor agrees to vacate and abandon that certain easement or right of way shown in Plat Cabinet D, Sleeve 52, 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 B

3. 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.

4. That Grantor is lawfully seized and possessed of the real estate above described, that it 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 it forever warrants and defends the title thereto against the lawful claims of all affecting the right and Easement granted hereunder.

5. Grantee agrees to use due care in any use of the Easement herein granted and in the construction, installation, repair, replacement and maintenance either Grantee's improvements or the easement area as provided for herein so as not to unreasonably disturb Grantor's use of its property. Grantee agrees to return the easement area to its condition which existed prior to the installation of any of its improvements in the easement area, including but not limited to the replacement of any sod, landscaping, paving or other improvements that existed within the easement area prior to such installation or repair.

6. Grantor shall have the right at its expense to relocate said water main and Easement upon Grantor's property. In exercising any rights and privileges under this Easement, Grantee agrees to comply with all applicable laws.

7.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, said Grantor does hereunto set his hand and subscribed his name to the foregoing, this 24th day of February, 2025.

GRANTOR: Wal-Mart Real Estate Business Trust, a Delaware statutory trust

[Signature]

IN WITNESS WHEREOF, said Grantee does hereunto set his hand and subscribed his name to the foregoing, this 15 day of April, 2025.

CITY OF GLADSTONE, MO
BY: [Signature]
Robert M. Baer, City Manager

ATTEST: [Signature]
Kris Keller, City Clerk



My commission expires _____.

GRANTEE'S ACKNOWLEDGMENT

On this 15 day of April, 2025, before me, this undersigned Notary Public, personally appeared Robert M. Baer, 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.

[Signature]

Notary Public Within Said County/St.

My commission expires: 11-11-26.

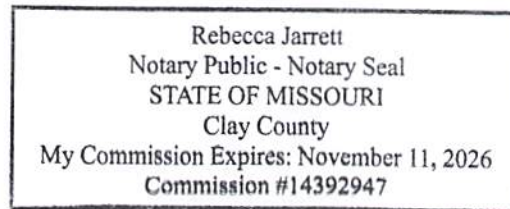


EXHIBIT A

LEGAL DESCRIPTION: 15' WIDE WATER MAIN EASEMENT

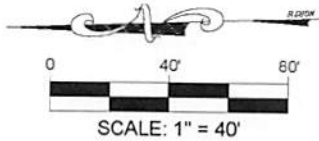
A 15 foot wide utility easement being part of Lot 1 of Walton's Addition, in the City of Gladstone, as per plat of record in Cabinet D, Sleeve 52 of the Clay County, Missouri records, said easement more fully described, to wit: Commencing at an iron rod on the South line of said Lot 1, same being N89°-20'-52"W 543.24 feet and N00°-39'-08"E 25.00 feet from the Southeast corner thereof; thence N50°-24'-46"E 116.68 feet to the point of beginning; thence S88°-03'-01"E 15.00 feet; thence S01°-56'-59"W 27.25 feet; thence S88°-06'-08"E 141.50 feet; thence N02°-04'-54"E 27.13 feet; thence S88°-03'-01"E 15.00 feet; thence S02°-04'-54"W 42.11 feet; thence N88°-06'-08"W 171.47 feet; thence N01°-56'-59"E 42.27 feet to the point of beginning and the end of the herein described easement.

EXHIBIT B

LEGAL DESCRIPTION: 15' WIDE UTILITY EASEMENT TO BE VACATED

A 15 foot wide utility easement being part of Lot 1 of Walton's Addition, in the City of Gladstone, as per plat of record in Cabinet D, Sleeve 52 of the Clay County, Missouri records, said easement more fully described, to wit: Commencing at an iron rod on the South line of said Lot 1, same being N89°-20'-52"W 543.24 feet and N00°-39'-08"E 25.00 feet from the Southeast corner thereof; thence N50°-24'-46"E 116.68 feet; thence S88°-03'-01"E 15.00 feet to the point of beginning; thence N01°-46'-39"E 15.00 feet; thence S88°-03'-01"E 119.08 feet; thence S01°-56'-59"W 15.00 feet; thence N88°-03'-01"W 119.03 feet to the point of beginning and the end of the herein described easement.

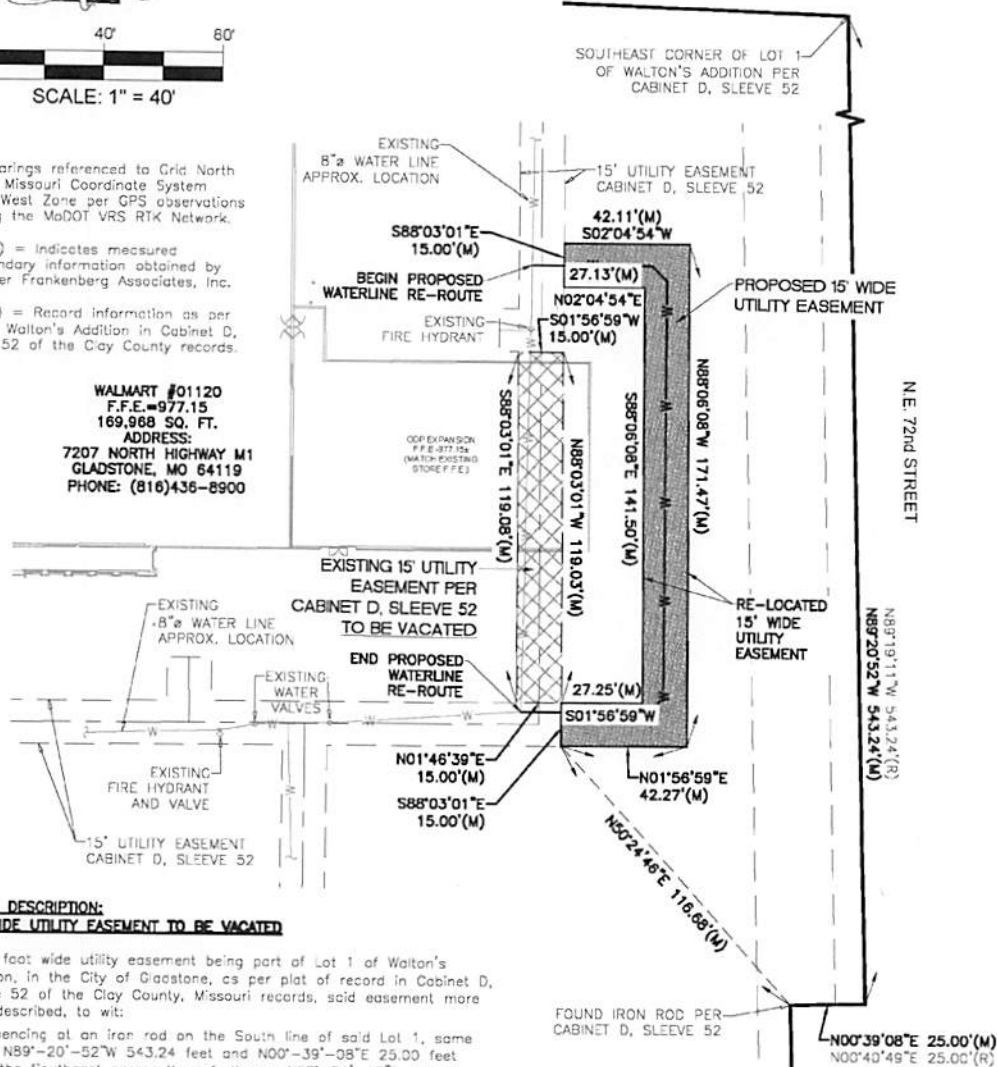
PART OF LOT 1 OF WALTON'S ADDITION, A SUBDIVISION OF LAND IN THE SOUTHWEST
QUARTER OF SECTION 18, TOWNSHIP 51 NORTH, RANGE 32 WEST OF THE 5TH P.M.,
CITY OF GLADSTONE, CLAY COUNTY, MISSOURI



NOTES:

1. Bearings referenced to Grid North of the Missouri Coordinate System 1983, West Zone per GPS observations utilizing the VDOT VRS RTK Network.
2. (M) = Indicates measured outboundary information obtained by Buescher Frankenberg Associates, Inc.
3. (R) = Record information as per plat of Walton's Addition in Cabinet D, Sleeve 52 of the Clay County records.

WALMART #01120
F.F.E.#977.15
169,968 SQ. FT.
ADDRESS:
7207 NORTH HIGHWAY M1
GLADSTONE, MO 64119
PHONE: (816)436-8900



LEGAL DESCRIPTION:

15' WIDE UTILITY EASEMENT TO BE VACATED

A 15 foot wide utility easement being part of Lot 1 of Walton's Addition, in the City of Gladstone, as per plat of record in Cabinet D, Sleeve 52 of the Clay County, Missouri records, said easement more fully described, to wit:

Commencing at an iron rod on the South line of said Lot 1, same being N89°-20'-52"W 543.24 feet and N00°-39'-08"E 25.00 feet from the Southeast corner thereof; thence N50°-24'-46"E 116.68 feet; thence S88°-03'-01"E 15.00 feet to the point of beginning; thence N01°-46'-39"E 15.00 feet; thence S88°-03'-01"E 119.08 feet; thence S01°-56'-59"W 15.00 feet; thence N88°-03'-01"W 119.03 feet to the point of beginning and the end of the herein described easement.

LEGAL DESCRIPTION:

PROPOSED 15' WIDE UTILITY EASEMENT

A 15 foot wide utility easement being part of Lot 1 of Walton's Addition, in the City of Gladstone, as per plat of record in Cabinet D, Sleeve 52 of the Clay County, Missouri records, said easement more fully described, to wit:

Commencing at an iron rod on the South line of said Lot 1, same being N89°-20'-52"W 543.24 feet and N00°-39'-08"E 25.00 feet from the Southeast corner thereof; thence N50°-24'-46"E 116.68 feet to the point of beginning; thence S88°-03'-01"E 15.00 feet; thence S01°-56'-59"W 27.25 feet; thence S88°-06'-08"E 141.50 feet; thence N02°-04'-54"E 27.13 feet; thence S88°-03'-01"E 15.00 feet; thence S02°-04'-54"W 42.11 feet; thence N88°-06'-08"W 171.47 feet; thence N01°-55'-59"E 42.27 feet to the point of beginning and the end of the herein described easement.

Mark R. Frankenberg, PLS #2365
State of Missouri
Registered Land Surveyor for
Buescher Frankenberg Associates, Inc.
Corporate #0096

bfaeng.com

PHONE: (636) 239-4751

BFA
Engineering-Surveying

103 ELM STREET

WASHINGTON, MISSOURI 63090

DRAWN
M.S.R.
DATE
09/26/2023
JOB No.
7752A
SHEET NAME
EXHIBIT "A"

1 OF 1