

RESOLUTION NO. R-25-17

A RESOLUTION ACCEPTING AN EASEMENT FROM A CERTAIN PROPERTY OWNER IN CONJUNCTION WITH THE NORTHEAST 76TH TERRACE STORM DRAINAGE AND PARKING, PROJECT CP2531.

WHEREAS, an easement from a certain property owner is necessary for the City to construct public improvements in conjunction with the Northeast 76th Terrace Storm Drainage and Parking, Project CP2531.

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

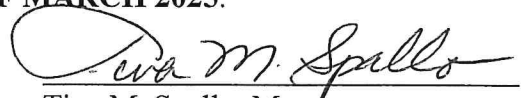
"A" – Raphael R. Mendoza, Jr.

102 NE 76th Terrace

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-25-17

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: Storm Drainage Easement, NE 76th Terrace Storm Drainage and Parking, Project CP2531

Background: The City of Gladstone recently awarded a contract to Fleshman Construction, Incorporated to complete the project. In order to construct and maintain the improvements, a permanent storm drainage easement is required from the owner of 102 NE 76th Terrace.

Budget Discussion: Funds are budgeted in the amount of \$700,000 from the Capital Improvement Sales Tax Fund for construction. Ongoing costs are estimated to be \$ 1,000 annually. Previous years' funding was \$90,000.

Public/Board/Staff Input: Staff requests that the easement listed on the attached Resolution be submitted to the City Council for acceptance. This is the only easement required to complete the project.

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

Timothy A. Nebergall
Department Director/Administrator

JA
City Attorney

BB
City Manager



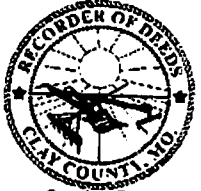
Recording Date/Time: 04/15/2025 at 03:24:43 PM

Book: 9916 Page: 44

Instr #: 2025008459

Pages: 6

Fee: \$39.00 S



Sandra Brock
Recorder of Deeds

GLADSTONE CITY OF

(Space above reserved for Recorder of Deeds certification)

1. **Title:** Permanent Storm Drainage Easement
 2. **Date:** *April 15, 2025*
 3. **Grantor:** Raphael R. Mendoza, Jr.
 4. **Grantee (s):** City of Gladstone, Missouri
 5. **Mailing Address:** 7010 N. Holmes; Gladstone, MO 64118
 6. **Legal Description:** Refer to Exhibit A
 7. **Reference Book & Page:** N/A
-

PERMANENT STORM DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____ Raphael R. Mendoza, Jr.

(NAME OR NAMES)

102 NE 76th Terrace, Gladstone, MO 64118

(ADDRESS)

of Gladstone, Clay County, Missouri 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:

Refer to 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 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 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 his hand and subscribed his names to the foregoing, this 15 day of April, 2025.

CITY OF GLADSTONE, MO

GRANTOR:

BY:

Robert M. Baer, City Manager

Raphael R. Mendoza, Jr.

ATTEST:

Kris Keller, City Clerk



GRANTOR'S ACKNOWLEDGMENT

STATE OF mo)
) ss.
COUNTY OF Clay)

On this 26th day of February, 2025, before me, the undersigned Notary Public, personally appeared Raphael R. Mendoza, Jr. known to me to be the person described herein and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed. And the said Raphael R. Mendoza, Jr. further declared himself to be unmarried.

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 L. Sprink
Notary Public within said County/St.

My commission expires March 25, 2028

JENNIFER L. SPRINK
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: Mar. 25, 2028
Commission #12319212

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.

Rebecca Jarrett
Notary Public Within Said County/St.

My commission expires: 11-11-26.

Rebecca Jarrett
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: November 11, 2026
Commission #14392947

EXHIBIT "A"

LOT 6

Raphael Mendoza,

PERMANENT STORM DRAINAGE EASEMENT:

Containing 3,557 square feet.

All that part of Lot 6 SMITH'S BERRY ACRES, a subdivision in Clay County, Missouri, being a strip of land 20 feet wide and lying 10 feet on each side of the centerline described, by Jeffery B. Lovelace, PLS 2580 as follows:

COMMENCING at the Southwest corner of the Northwest Quarter of Section 14, Township 51 North, Range 33 West; thence, South $89^{\circ}45'19''$ East, along the South line of said Northwest Quarter a distance of 1837.81 feet; thence departing said South line and along the Southerly extension of and the East line of said Lot 6, North $00^{\circ}24'37''$ East, a distance of 381.97 feet to the POINT OF BEGINNING of said centerline; thence South $82^{\circ}05'56''$ West, a distance of 177.87 feet to the West line of said Lot 6 and the POINT OF TERMINATION of said Centerline. The side lines of said strip shall be lengthened or shortened to terminate on said Lot lines.

EXHIBIT

Permanent
Storm
Easement

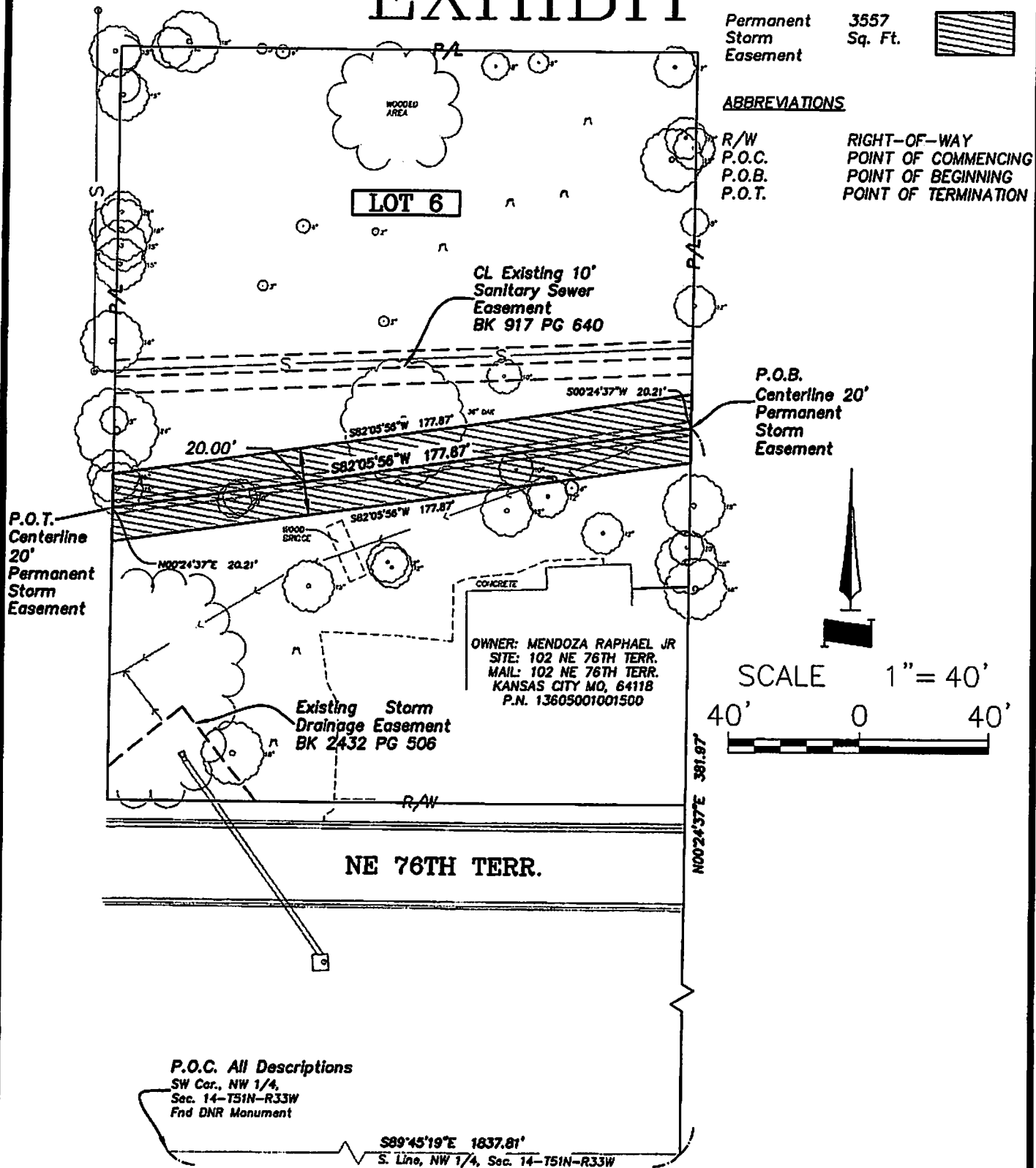
3557
Sq. Ft.



ABBREVIATIONS

R/W
P.O.C.
P.O.B.
P.O.T.

RIGHT-OF-WAY
POINT OF COMMENCING
POINT OF BEGINNING
POINT OF TERMINATION



SCALE 1" = 40'



P.O.C. All Descriptions

SW Cor., NW 1/4,
Sec. 14-T51N-R33W
Fnd DNR Monument

S89°45'19"E 1837.81'

S. Line, NW 1/4, Sec. 14-T51N-R33W



LOVELACE & ASSOCIATES
Land Surveying - Land Planning
919 SE 3rd Street
Lee's Summit, Missouri 64063
Tel: (816) 347-9997 Fax: (816) 347-9979

Project No: 23260
Drawn By: MLR
Checked By: JBL
Date: 2/20/2025
Scale: 1"=40'
File Name:
23260 EASEMENTS-1.DWG

PERMANENT STORM EASEMENT
NE 76TH TERR. DRAINAGE AND PARKING
Kansas City, Clay County, Missouri
WPM Project No.: C08-23009-00
Prepared For: **WALTER P MOORE**
1100 WALNUT ST. SUITE 1825
Kansas City, MO 64106