

AGENDA ITEM
August 20, 2012

Subject: Hensley Easement for North Interceptor Line

Department: Administrative Services

The north interceptor sewer line runs through the Hensley property, which is northwest of the Walton lake property. A temporary construction easement was needed for the replacement of this deteriorating line.

In order for the City to have access to the line for annual inspections and maintenance, the initial 10' easement was not wide enough for vehicle traffic. The easement need to be widened to 40' and the property owner agreed to this request.

The Planning Commission reviewed the easement as per Section 32-14 (d) (2) of the City of Nevada Municipal Code and sends a positive recommendation to accept the 40' easement from Bruce L. Hensley and Ashley F. Hensley, husband and wife.

BILL NO. 2012-059

ORDINANCE NO.

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI CERTIFYING, RATIFYING AND AFFIRMING THE ACQUISITION OF A PERMANENT 40 FOOT EASEMENT FROM BRUCE L. HENSLEY AND ASHLEY F. HENSLEY, HUSBAND AND WIFE FOR THE NORTH INTERCEPTOR IMPROVEMENT PROJECT FOR THE CITY OF NEVADA, MISSOURI.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI THAT:

Section 1. The easement attached hereto and incorporated herein by reference granting permanent easement for the north interceptor improvement project for the City of Nevada, Missouri is hereby accepted.

Section 2. The Council finds that the Planning Commission held a public hearing and the acceptance of the utility easement comes with a positive recommendation by that body.

Section 3. The easement shall be on file and recorded at the Recorder of Deeds, Vernon County, Missouri.

This ordinance shall be in full force and effect after its passage.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Nevada, Missouri, this _____ day of _____, 2012

Brian Leonard, Mayor

(seal)
ATTEST

Annette Crews, City Clerk

**EXPANSION OF RIGHT-OF-WAY EASEMENT
(Wastewater)**

THIS INDENTURE is made on the 24th day of July 2012,
by and between BRUCE L. HENSLEY and ASHLEY F. HENSLEY, HUSBAND AND WIFE,
of Vernon County, Missouri, hereinafter called Grantor and City of Nevada, Missouri, a home
rule charter city of the State of Missouri, hereafter called Grantee or City, whose address is 110
S. Ash, Nevada, Missouri 64772.

WHEREAS, Grantor owns land in Vernon County, MO., with the following property
description:

See Attached EXHIBIT "A"

NOW THEREFORE, in consideration of Ten Dollars and Other Good and Valuable
Consideration the receipt and adequacy of which is hereby acknowledged, Grantor does hereby
grant, bargain and sell, convey and confirm unto Grantee and unto its successors and assigns an
easement hereafter described. The easement purpose is restricted to use for public wastewater
collection and transmission through lines, pumping facilities and appurtenances essential thereto.
The burden of this easement and the initial easement footprint is explicitly located by Grantor on
the following easement description:

See attached EXHIBIT "B" for Permanent Easement

The Permanent easement is 20 feet in width centered on original easement at the center of
which the original line was installed

See attached EXHIBIT "C" for Temporary Easement

The temporary easement is 40' in width on the original easement with 25' on the South
and West and 15' on the North and East which the original line was installed. The
temporary easement will exist for the period necessary to install and repair and replace as
necessary the existing line and after the completion of the construction and the warranty
period during which the contractor must repair or maintain the same, said temporary
easement will expire and become null and void and of no further force and effect.

Consideration shall be the mutual agreements herein contained and the following special provisions:

1. City of Nevada agrees that Grantor shall have the privilege of three (3) no charge hook-ups for individual sewer service except that the cost of construction of said hook-ons shall be borne by Grantor.
2. City of Nevada will make every effort to construct sewer manholes at ground level and or add surface fill around elevated manholes.

This instrument permits the Grantee to use the explicitly described easement description to construct, operate, inspect, maintain, repair, rebuild, replace, remove and patrol wastewater lines and pumping facilities and essential appurtenances, necessary in connection therewith, subject to the terms and restrictions set forth in this instrument. This easement permits the installation of facilities routinely needed to provide wastewater service which depending on the circumstances and design may include a clean out, a shutoff valve, some gravity service line, a transmission line to the district's main which may be a gravity line or a force line, a pump or meter pit, a lid, a check valve assembly, a control box disconnect with breaker apparatus, an alarm, and lines providing electric current to the pump.

Where access to the easement area from a public roadway is impractical or would visit damage upon the Grantor, the Grantee is permitted and licensed irrevocably so long as service is potentially available to the property, to obtain access to the easement area and wastewater structures and including the shutoff valve, over adjacent lands of the grantor by utilizing grantor's gates and the access routes which appear customarily used or designated by grantor for access and egress to the relevant easement description. Grantees' employees will endeavor to notify persons residing on the property of their presence and purpose.

Expansion and upgrade of the initially completed structure is permitted by this instrument but is explicitly described, limited and confined as follows:

The Grantee may install reasonably sized replacement service facilities described above, additional, stronger or larger reasonably sized lines in the initial easement description. In the case of an incomplete crossing of grantor's property, Grantee may extend a transmission main on across grantor's property description in a direct line extending the initial main, to reach an adjacent property, in which case the burden of the easement and the easement footprint as to said extension will thereafter be described with the parameters of the initial easement description – on either side of the extension as installed.

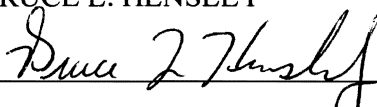
The purpose of any later expansion or upgrade will be solely to provide public wastewater service to the City.

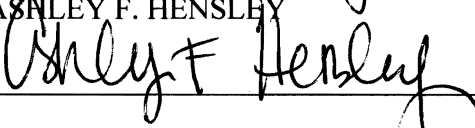
The footprint and burden of any expansion or upgrade will remain confined and limited to the easement description explicitly described in the initial and extension terms of this instrument.

Consideration includes the privileges and benefits mutually obtained. The improvement will allow wastewater service to be available and will enhance property value. Others have provided and are providing easements without additional consideration and this instrument is provided in consideration of similar grants made by others for mutual benefit of all. The Grantee will make a considerable investment on the easement description. To the extent the value of any rights and interests conveyed exceed the consideration and benefit flowing to Grantor, Grantor waives the right to Just Compensation and an appraisal under the Uniform Relocation Assistance and Real Property Acquisition Policies Act. The consideration herein stated compensates Grantor for allowing the Grantee to go upon said lands and lay the initial structures, however Grantee is obligated to maintain and repair disturbance of the easement description and any ingress and egress routes so no damage will result from the use by Grantee including disturbance to any adjacent land of the Grantor or Grantor's heirs or assigns. After the initial construction, the Grantee will pay the Grantor or Grantor's heirs or assigns any damages occasioned by use of the easement description and access routes, or in the alternative, at the Grantee's option, will be permitted to repair the same to the condition prior to damage by the Grantee as is reasonably feasible as promptly as weather, ground condition and scheduling reasonably permit.

This instrument is intended in good faith and fair dealing to meet or exceed all statutory, common law or public policy requirements. Any uncertainty will be resolved to give force and effect to the intention of the parties, to treat both parties fairly, and both parties waive any statutory, common law, or public policy option to seek vacation of this instrument.

IN WITNESS WHEREOF Grantors have executed this instrument the day and year first above written.

BRUCE L. HENSLEY


ASHLEY F. HENSLEY


Accepted:
CITY OF NEVADA, MISSOURI

By: 
_____ JD KEHRMAN, CITY MANAGER

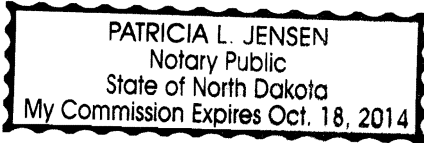
INDIVIDUAL ACKNOWLEDGMENT

STATE OF NORTH DAKOTA)
)ss.
COUNTY OF WILLIAMS)

On this 24th day of July, 2012, before me BRUCE L. HENSLEY and ASHLEY F. HENSLEY, HUSBAND AND WIFE, 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 my official seal at my office in Sioux, North Dakota the day and year first above written.

(SEAL)



Patricia L. Jensen

Notary Public, State of ~~Missouri~~ NORTH DAKOTA

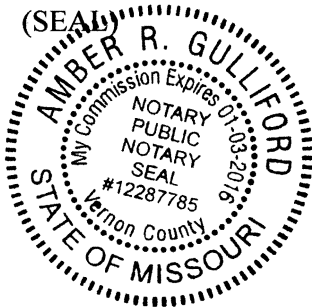
CITY ACKNOWLEDGMENT

STATE OF MISSOURI)
)ss.
COUNTY OF VERNON)

On this 30 day of July, 2012, before me appeared JD KEHRMAN, CITY MANAGER, to me known to be the person who executed the foregoing instrument, and acknowledged that said document was executed in behalf of the Grantee by authority of its city council to confirm the acceptance of the easement as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Nevada, Vernon County, Missouri the day and year first above written.

(SEAL)



Amber R. Gulliford

Notary Public, State of Missouri

EXHIBIT A

BRUCE L. HENSLEY and ASHLEY F. HENSLEY
Book 537 Page 146

The Northeast Quarter of the Southwest Quarter (NE1/4SW1/4) of Section Thirty-Two (32), Township Thirty-six (36), Range Thirty-One (31) In Vernon County, Missouri, EXCEPT the following described tract: (MPS Land) That part of the Northeast Quarter of the Southwest Quarter lying West of the following described line: Begin 570 feet West of the Southeast corner of the Northeast Quarter of the Southwest Quarter (NE1/4SW1/4) thence South parallel with the West line of said Quarter-Quarter to a point on the South line of said Quarter-Quarter and the point of termination of said line and EXCEPT (Water Treatment Plant) That part conveyed to The City of Nevada, Missouri, by Warranty Deed recorded in Book 249 at Page 622 in the Recorder's Office, Vernon County, Missouri; and EXCEPT (Whitfield Property) All that part of the Northeast Quarter of the Southwest Quarter (NE1/4SW1/4) of Section 32, Township 36 North, Range 31 West In Vernon County, Missouri described as follows: Commencing at the Northeast corner of said Quarter-Quarter thence North 90 degrees West along the North line of said Quarter-Quarter a distance of 403.55 feet for the true point of beginning of the tract to be herein described; Thence South 0 degrees West a distance of 30.0 feet to a point on the South line of a public road and the West line of an access easement to the Nevada North Plant described In Book 249 at Page 622 in the Vernon County Recorder's Office; Thence South 14 degrees East along said West line a distance of 206.84 feet; Thence North 90 degrees West a distance of 217.66 feet to a point 570 feet West of the East line of said Quarter-Quarter; Thence North 0 degrees 17 minutes 26 seconds East and parallel to the East line of said Quarter-Quarter a distance of 230.70 feet to a point on the North line of said Quarter-Quarter; Thence North 90 degrees East along said North line a distance of 166.55 feet to the point of beginning. Subject to any part lying In the public roadway. Also subject to any easements, reservations and restrictions affecting subject land.

Part of the Northeast Quarter of the Southwest Quarter (*NE1/4SW1/4*) of section 32, Township 36 North, Range 31 West In Vernon County, Missouri described as follows: Commencing at the Northeast Corner of said Quarter-Quarter thence North 90 degrees West along the North line of said Quarter-Quarter a distance of 403.55 feet for the true point of beginning of the tract to be herein described; Thence South 0 degrees West a distance of 30.0 feet to a point on the South line of a public road and West line of an access easement to the Nevada North Plant described in book 249 at Page 622 in Vernon County Recorder's Office; Thence South 14 degrees East along said West line a distance of 206.84 feet; Thence North 90 degrees West a distance of 217.66 feet to a point 570 feet West of the East line of said Quarter-Quarter; Thence North 0 degrees 17 minutes 26 seconds East and parallel to the East line of said Quarter-Quarter a distance of 230.70 feet to a point on the North line of said Quarter-Quarter; Thence North 90 degrees East along said North line a distance of 166.55 feet to the true point of beginning. Subject to any part lying in the public roadway. Also subject to any easements, reservations and restrictions affecting subject land.

EXHIBIT B

BRUCE L. HENSLEY and ASHLEY F. HENSLEY
Book 537 Page 146

PERM

A Tract of land being part of the East-Half of the Northeast Quarter of the Southwest Quarter and part of the West-Half of the Southeast Quarter of Section 32, Township 36 North, Range 31 West in Vernon County, Missouri. Being described more fully as follows:

Commencing at the Northeast Corner of the Southwest Quarter of the Southeast Quarter of said Section 32, a found stone on the West line of Parent Tract;
Thence S01°45'03"W a distance of 629.85 feet along the East line of said Tract and the East line of said Quarter-Quarter Section to the Point of Beginning;

Thence S01°45'03"W a distance of 35.11 feet along said East line;
Thence S 01°54'45"W a distance of 92.36 feet along said East line;
Thence N 88°16'05"W a distance of 20.00 feet;
Thence N 01°54'45"E a distance of 116.19 feet;
Thence N56°59'57"W a distance of 178.96 feet;
Thence N54°24'20"W a distance of 426.33 feet;
Thence N30°41'26"W a distance of 486.35 feet;
Thence S89°30'47"W a distance of 332.91 feet;
Thence N50°18'14"W a distance of 292.69 feet;
Thence N49°57'07"W a distance of 308.85 feet to the Northeasterly line of a tract recorded in book 249 at page 622 in the Vernon, County Courthouse in Nevada, Missouri;
Thence N36°02'59"W a distance of 62.02 feet along said line;
Thence N28°03'36"E leaving said line a distance of 3.33 feet;
Thence S61°56'32"E a distance of 8.86 feet;
Thence S49°57'07"E a distance of 361.02 feet;
Thence S50°18'14"E a distance of 285.31 feet;
Thence N89°30'47"E a distance of 337.09 feet;
Thence S30°41'26"E a distance of 493.65 feet;
Thence S54°24'20"E a distance of 421.67 feet;
Thence S56°59'57"E a distance of 189.69 feet to the Point of Beginning.

Containing 1.00 Acres (43,655 Square Feet) more or less.

EXHIBIT C

BRUCE L. HENSLEY and ASHLEY F. HENSLEY
Book 537 Page 146

TEMP

A Tract of land being part of the East-Half of the Northeast Quarter of the Southwest Quarter and part of the West-Half of the Southeast Quarter of Section 32, Township 36 North, Range 31 West in Vernon County, Missouri. Being described more fully as follows:

Commencing at the Northeast Corner of the Southwest Quarter of the Southeast Quarter of said Section 32, a found stone on the West line of Parent Tract;
Thence S01°45'03"W a distance of 624.00 feet along the East line of said Tract and the East line of said Quarter-Quarter Section to the Point of Beginning;

Thence S01°45'03"W a distance of 40.96 feet along said East line;
Thence S01°54'45"W a distance of 122.36 feet along said East line;
Thence N 88°16'05"W a distance of 40.00 feet;
Thence N 01°54'45"E a distance of 140.79 feet;

Thence N56°59'57"W a distance of 164.99 feet;
Thence N54°24'20"W a distance of 429.81 feet;
Thence N30°41'26"W a distance of 480.87 feet;
Thence S89°30'47"W a distance of 329.77 feet;
Thence N50°18'14"W a distance of 298.22 feet;
Thence N49°57'07"W a distance of 248.30 feet to the Northeasterly line of a tract recorded in book 249 at page 622 in the Vernon, County Courthouse in Nevada, Missouri;
Thence N36°02'59"W a distance of 124.45 feet along said line;
Thence N61°02'59"W a distance of 60.00 feet along said line;
Thence N36°02'59"W a distance of 16.94 feet along said line;
Thence S61°56'32"E a distance of 84.62 feet;
Thence S49°57'07"E a distance of 361.53 feet;
Thence S50°18'14"E a distance of 283.47 feet;
Thence N89°30'47"E a distance of 338.14 feet;
Thence S30°41'26"E a distance of 495.48feet;
Thence S54°24'20"E a distance of 420.51 feet;
Thence S56°59'57"E a distance of 186.54 feet to the Point of Beginning.

Containing 2.02 Acres (88,122 Square Feet) more or less.