

BILL NO. 2016-002

ORDINANCE NO. 8092

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, ACCEPTING THE RIGHT-OF-WAY EASEMENTS FOR THE KLUMPP SUBDIVISION WASTEWATER SEWER LINE EXTENSION PROJECT.

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

**Section 1.** The easements attached hereto and incorporated herein by reference granting easements for sewer improvements associated with the Klumpp Subdivision Wastewater Sewer Line Extension Project are hereby accepted.

**Section 2.** The Council finds that the Planning Commission held a public hearing for which notice was duly posted and the acceptance of the sewer easements come with a positive recommendation by that body.

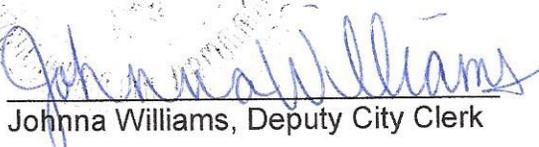
**Section 3.** The City Clerk is authorized to have the easements recorded with the Recorder of Deeds, Vernon County, Missouri.

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 2nd day of February 2016.

  
\_\_\_\_\_  
Brian L. Leonard, Mayor

(seal)  
ATTEST

  
\_\_\_\_\_  
Johnna Williams, Deputy City Clerk

Recorded in Vernon County, Missouri



Recording Date/Time: 02/16/2016 at 09:16:47 AM

Instr #: 2016R00281

Book: 2016 Page: 278

Type: EASE

Pages: 9

Fee: \$48.00 S 20160000296



Doug Shupe  
Recorder of Deeds

CITY OF NEVADA

**Title of Document:** Right-of Way Easement – Klumpp Subdivision, Lot 36

**Date of Document:** February 2, 2016

**Grantor(s):** Nevada R-5 School District

**Grantee(s):** City of Nevada, Missouri

**Mailing Address(s):** (Grantee) Attn: City Clerk, 110 S. Ash, Nevada, MO 64772

**Legal Description:**

ALL OF KLUMPP SUBDIVISION, BEING A PART OF THE EAST HALF (E ½) OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION THIRTY-THREE (33), TOWNSHIP THIRTY-SIX (36) NORTH, RANGE THIRTY-ONE (31) WEST, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK A-6 AT PAGE 3 IN THE RECORDER'S OFFICE, VERNON COUNTY, MISSOURI, EXCEPT LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8), NINE (9), THIRTY-TWO (32), THIRTY-THREE (33), THIRTY-FOUR (34), AND THIRTY-FIVE (35).

**Reference Book and Page(s):** BK 379 PG289

**AGENDA ITEM**  
**January 19, 2016**

Subject: Klumpp Subdivision Sewer Main Extension

Department: Administration

Ordinance NO. 8065 authorized a development agreement between the R-5 School District and the City of Nevada for a gravity sewer main extension in the Klumpp subdivision. Once the project is complete the City will be reimbursed for materials.

Before construction can begin right-of-way easements from two property owners are required.

The Planning Commission held their regular meeting on January 12, 2016 and voted unanimously to send a positive recommendation concerning the location of the new easements.

**RIGHT-OF-WAY EASEMENT**  
**Wastewater – City of Nevada, MO 2015**

**THIS INDENTURE** is made on the 15 day of December, 2015, by and between The Nevada R-5 School District, of Vernon County, Missouri, whose mailing address is 800 West Hickory, Nevada, MO 64772, hereinafter called **GRANTOR** and the City of Nevada, Missouri, of Vernon County, Missouri, a Missouri municipality of the third class organized under a Home Rule Charter, hereafter called **GRANTEE** whose address is City Hall, 110 S. Ash, Nevada, MO 64772,

**WHEREAS, GRANTOR** owns land in or in the vicinity of the City of Nevada, Vernon County, MO, and said land is legally described as follows:

**See Entire Legal Description attached hereto as Exhibit A and incorporated herein by reference.**

**NOW THEREFORE**, in consideration of Five 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 with right of ingress and egress thereto over adjacent land of **GRANTOR**. The easement purpose is restricted to use for sewer transmission lines. The easement is explicitly located by **GRANTOR** on the following **easement description**:

***See Exhibit B attached hereto and incorporated herein by reference.***

In order to construct the facility the City is also granted a temporary construction easement which will expire after construction of the line and the period of warranty provided by the construction contract, which temporary easement is described as follows:

***See Exhibit C attached hereto and incorporated herein by reference.***

This instrument permits the **GRANTEE** to use the limited and restricted easement area to construct, operate, inspect, maintain, repair, rebuild, replace, remove and patrol a sewer line and essential appurtenances, customary and necessary in connection therewith, subject to the terms and restrictions set forth in this instrument.

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 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.

Consideration includes the privileges and benefits mutually obtained. The improvement will allow wastewater service to be available and will enhance property value. The **GRANTEE** will make a considerable investment on the easement description. To the extent the value of any rights and interests conveyed might 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.

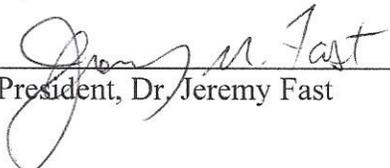
**GRANTEE** is obligated to maintain and repair disturbance of the easement description and any ingress and egress routes so no damage will result from the use by **GRANTEE** including disturbance to any adjacent land of the **GRANTOR** or **GRANTOR**'s heirs or assigns. After the initial construction, 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 specifically 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 specific intent of the parties, and both parties waive any statutory, common law, or public policy option to seek vacation of this instrument.

**IN WITNESS WHEREOF, GRANTOR** has executed this instrument the day and year first above written.

The Nevada R-5 School District

By:

  
\_\_\_\_\_  
President, Dr. Jeremy Fast

Seal  
Attest:

  
  
\_\_\_\_\_  
Secretary, Melissa Hendrix

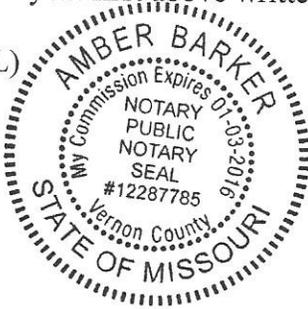
**ACKNOWLEDGMENT**

**STATE OF MISSOURI**                    )  
  ) **ss.**  
**COUNTY OF VERNON**                )

On this 15 day of December, 2015, before me appeared Dr. Jeremy Fast, to me known to be the President of the Nevada R-5 School Board, described in and who executed the foregoing instrument, and acknowledged that the execution of this instrument is said grantor's free and voluntary act and deed and that the execution thereof was duly authorized and directed by its Board of Directors.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal this day and year first above written.

(SEAL)



Amber Barker  
Notary Public, State of Missouri

**EXHIBIT A**

**OWNERS:** NEVADA R-5 SCHOOL DISTRICT

**PARCEL:** 13-8.0-33-001-002-001.000

**ADDRESS:** LOT 36, KLUMPP SUBDIVISION

ALL OF KLUMPP SUBDIVISION, BEING A PART OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION THIRTY-THREE (33), TOWNSHIP THIRTY-SIX (36) NORTH, RANGE THIRTY-ONE (31) WEST, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK A-6 AT PAGE 3 IN THE RECORDER'S OFFICE, VERNON COUNTY, MISSOURI, EXCEPT LOTS LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8), NINE (9), THIRTY-TWO (32), THIRTY-THREE (33), THIRTY-FOUR (34), AND THIRTY-FIVE (35).

**EXHIBIT B**

NEVADA R-5 SCHOOL DISTRICT  
LOT 36, KLUMPP SUBDIVISION  
BK 379 PG 289

PERM (10 FT)

A Tract of Land being part of Lot 36 in Klumpp Subdivision to the City of Nevada, Vernon County Missouri. Being described more fully as follows:

Beginning at the Northeast Corner of said Lot 36;  
Thence S02°35'11"W a distance of 56.08 feet along the Southeasterly line of said Lot 36;  
Thence along a curve to the right, having a radius of 139.00 feet, an arc distance of 218.35 feet, a central angle of 90°00'14" (chord=S47°35'19"W 196.57 feet) to the Southwest Corner of said Lot;  
Thence N02°35'12"E a distance of 10.00 feet along the West line of said Lot;  
Thence along a curve to the left having a radius of 129.00 feet, an arc distance of 202.64 feet, a central angle of 90°00'11" (chord=N47°35'05"E 182.44 feet);  
Thence N02°35'11"E a distance of 56.08 feet to the North line of said Lot;  
Thence S87°24'49"E a distance of 10.00 feet along said North line to the Point of Beginning.

Containing 0.06 Acres (2665.76 Square Feet) more or less.

## EXHIBIT C

TEMP (10 ft)

A Tract of Land being part of Lot 36 in Klumpp Subdivision to the City of Nevada, Vernon County Missouri. Being described more fully as follows:

Commencing at the Northeast Corner of said Lot 36;

Thence N87°24'49"W a distance of 10.00 feet along the North line of said Lot to the Point of Beginning;

Thence S02°35'11"W a distance of 56.08 feet;

Thence along a curve to the right having a radius of 129.00 feet, an arc distance of 202.64 feet, a central angle of 90°00'11" (chord= S47°35'05"W 182.44 feet) to the West line of said Lot;

Thence N02°35'12"E a distance of 10.00 feet along said line;

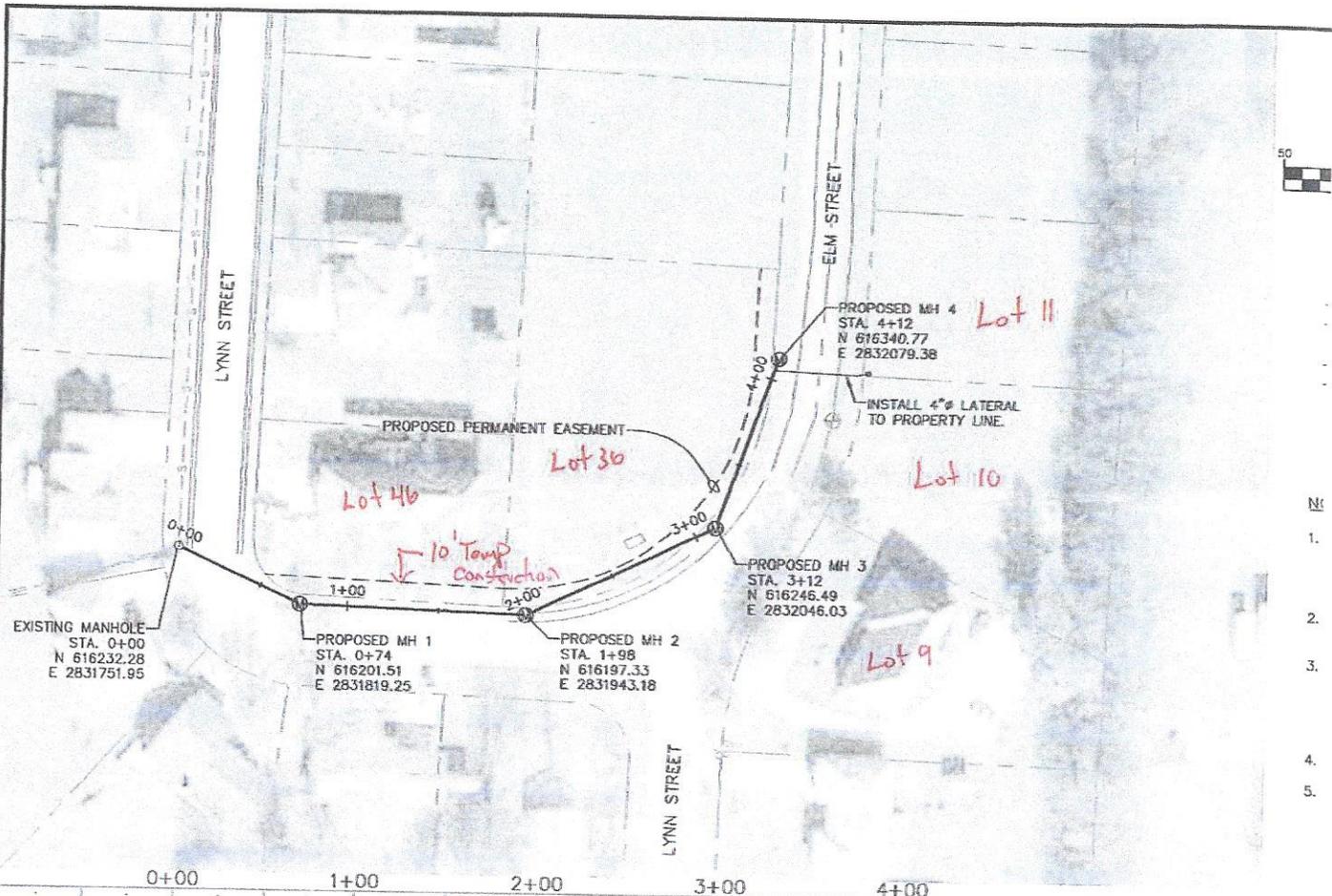
Thence along a curve to the left having a radius of 119.00 feet, an arc distance of 186.93 feet, a central angle of 90°00'09" (chord=N47°35'04"E a distance of 168.30 feet);

Thence N02°35'11"E a distance of 56.08 feet to the North line of said Lot;

Thence S87°24'49"E a distance of 10.00 feet along said line to the Point of Beginning.

Containing 0.06 (2508.68 Square Feet) more or less.

Z:\Nevada MO\City of Nevada\Wastewater\Wastewater Extensions Nevada SRF '14\Drawings\Klump Subdivision\01-P&P.dwg, 01-P&P, 11/30/2015 2:47:11 PM, Mjones



Station	Manhole	Material	Length	Slope	FL (IN)	FL (OUT)	RIM EL.
0+00	EXISTING MANHOLE	-	-	-	-	-	847.89
0+74	PROPOSED MH 1	74 LF. OF 8" PVC @ 0.004 SLOPE (0.40%)	74	0.40%	840.89	840.79	848.42
1+98	PROPOSED MH 2	124 LF. OF 8" PVC @ 0.004 SLOPE (0.40%)	124	0.40%	840.89	840.79	848.29
3+12	PROPOSED MH 3	114 LF. OF 8" PVC @ 0.004 SLOPE (0.40%)	114	0.40%	842.05	841.95	850.00
4+12	PROPOSED MH 4	100 LF. OF 8" PVC @ 0.004 SLOPE (0.40%)	100	0.40%	842.45	-	848.22

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