

AGENDA ITEM
March 18, 2014

Subject: Cottey College Waterline Replacement Project

Department: Administration

Cottey College is getting ready to construct a new building on their property located on Austin Blvd; currently there is a water main that runs through this location. We are relocating this line to go around the Cottey Property. There are a few places that the new line will be outside the existing right of way easements; these areas are on Cottey College property and they have granted the easements.

The Planning Commission held their regular meeting on March 11, 2014 and voted unanimously to send a positive recommendation to approve the water line easements for the Cottey College Waterline Replacement Project.

BILL NO. 2014-024

ORDINANCE NO.

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, ACCEPTING THE WATER LINE EASEMENTS FOR THE COTTEY COLLEGE WATERLINE REPLACEMENT 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 water lines associated with the Cottey College Waterline Replacement Project is hereby accepted.

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

Section 3. The City Clerk is authorized to have the easement 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 ____ day of _____ 2014.

Seth Barrett, Mayor

(seal)
ATTEST

Bev Baker, City Clerk

**WATER LINE EASEMENT
AND
LICENSE FOR REPAIR AND REPLACEMENT**

THIS INDENTURE, made on the _____ day of _____ 2014, by and between Cottey College, a Missouri not-for-profit corporation, hereafter called GRANTOR and the City of Nevada, Missouri, a third class Home Rule charter City, hereafter called GRANTEE, whose address is 110 S. Ash, Nevada, MO 64772,

WITNESSETH, that GRANTOR, in consideration of the sum of One Dollar and Other Good and Valuable Consideration, the receipt and adequacy of which is hereby acknowledged, do hereby **GRANT, BARGAIN, SELL, CONVEY and CONFIRM** unto the GRANTEE and unto its successors and assigns forever, an easement to enter upon the lands of the GRANTOR situated in Vernon County, Missouri and described as follows:

CHERRY STREET EASEMENT:

Permanent Easement #1:

The South Ten (10) Feet of the East Half (E ½) of Lot One (1), Block Seven (7) of Prewitt's Addition to the City of Nevada, Missouri, and

Permanent Easement #2:

The South Ten (10) Feet of Lots One (1) and Eight (8) of Block Two (2) of Prewitt's Addition to the City of Nevada, Missouri.

Non-Revocable License for Replacement and Repair:

A non-revocable license for so long as water service is provided to Cottey College by the City of Nevada, Missouri, or its assigns, to provide adequate room for installation, repair, and replacement of water line, said license being confined to:

The North Ten (10) Feet of the South Twenty (20) Feet of the East Half (E ½) of Lot One (1), Block Seven (7) of Prewitt's Addition to the City of Nevada, Missouri, and

The North Ten (10) Feet of the South Twenty Feet (2) of Lots One (1) and Eight (8) of Block Two (2) of Prewitt's Addition to the City of Nevada, Missouri.

It is the intent of the parties that the southern edge of the easement corridor will be the South edge of the Cottey Property.

CHESTNUT STREET EASEMENTS:

Permanent Easement #3:

The East Twenty (20) Feet of Block One (1) of Prewitt's Addition to the City of Nevada, Missouri, and

Temporary Easement for Bore Pit:

The East Fifty (50) Feet of the South Seventy (70) Feet of Block One (1) of Prewitt's Addition to the City of Nevada, Missouri. This temporary easement will terminate upon the installation of the new line across Highway 54.

Permanent Easement #4:

The East Twenty (20) Feet of the following described properties: Lots One (1), Seven (7), Eight (8) and Nine (9) of Block One (1) of Fairgrounds Addition and Lots One (1), Two (2), Three (3), Four (4), Five (5), and Six (6), of Block Two (2) of Fairgrounds Addition to the City of Nevada, Missouri.

Upon installation of the new water line, this easement will be restricted to five feet extending on either side of the centerline as installed.

Temporary Easement for Receiving Pit:

The North Twenty (20) Feet of Lot One (1) of Block One (1) of Fairgrounds Addition to the City of Nevada, Missouri, its being understood that this temporary construction easement for a receiving pit will not extend closer than Ten Feet to the existing Cottey College Academic Hall structures constructed on said lot. This temporary easement will terminate upon the installation of the new line across Highway 54.

Non-Revocable License for Replacement and Repair:

A non-revocable license for so long as water service is provided to Cottey College by the City of Nevada, Missouri, or its assigns, to provide adequate room for installation, repair, and replacement of water line, said license being confined to:

Ten (10) feet lying immediately West of the permanent easement for water

line centered on the water line as installed lying West of Chestnut Street on the following lots:

Lots One (1), Seven (7), Eight (8) and Nine (9) of Block One (1) of Fairgrounds Addition and Lots One (1), Two (2), Three (3), Four (4), Five (5), and Six (6), of Block Two (2) of Fairgrounds Addition to the City of Nevada, Missouri.

to construct, operate, inspect, maintain, repair, rebuild, replace, remove and patrol water lines and appliances necessary in connection therewith, together with the right to go in and upon said lands for said purposes.

TO HAVE AND TO HOLD said easement and rights unto said City of Nevada, Missouri, and unto its successors and assigns forever.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this ____ day of _____, 2014.

COTTEY COLLEGE

(SEAL)

By: _____
Judy Rogers, President

ATTEST:

Patricia Bobbett, Secretary

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss.
COUNTY OF VERNON)

On this _____ day of _____, 2014 before me a Notary Public in and for Vernon County, Missouri, personally appeared Judy Rogers, President of Cottey College, to me known to be the Grantor described in and who executed the foregoing instrument and acknowledged that the execution thereof was a free and voluntary act and deed and by authority of the Board of Directors of Cottey College, a not-for-profit corporation of the State of Missouri.

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

(SEAL)

Notary Public, State of Missouri