

AGENDA ITEM
September 15, 2011

Subject: Meadow Lane Wastewater Collection System Extension Project

Department: Administration

To meet future sewer demands the scope and area of the Meadow Lane Wastewater Project was expanded and additional construction easements were needed.

The City of Nevada secured the easements and pursuant to Section 32-14 (d) (2) of the Nevada Municipal Code presented them before the Planning Commission on September 13, 2011.

BILL NO.

ORDINANCE NO.

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, ACCEPTING THE RIGHT-OF-WAY EASEMENTS AS GRANTED BY THE MEADOW LANE RESIDENTS FOR SEWER IMPROVEMENTS.

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 Meadow Lane Wastewater Collection System Extension Project is hereby accepted.

Section 2. The Council authorizes the \$500 sewer fee to be waived and allows the residents six months to connect to the City sewer.

Section 3. The Council finds that the Planning Commission held a public hearing for which notice was duly published and the acceptance of the sewer easements come with a positive recommendation by that body.

Section 4 . 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 _____ 2011.

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 August 2011,
by and between BLAINE C. DIEHL and CHRISTEN DIEHL, 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 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 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 centered on the original easement at the center of
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 one year 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. All existing property, at time of this executed agreement, deeded to said owner(s) in the Meadow Lane subdivision will have the \$500 sewer fee waived as authorized by the Nevada City Council Ordinance Number 7631.

Modernization, reasonable upgrade, and expansion is permitted by this instrument as explicitly described below.

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, septic tank, a step tank with pump, a grinder pumping unit, 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, lines providing electric current to the pump, and connections to the power source in the home or at the owner's meter. On occasions a step tank may be installed to collect and pump wastewater from the property of grantor and others and independent facilities for electrical service on a district meter or condo or apartment facility meter may be installed.

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. Except when presence on the property is brief, 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, and may extend a main or service line to a roadway contiguous to the 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.

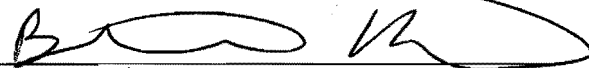
The purpose of any later expansion or upgrade will be solely to provide public wastewater service to the City.

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.


BLAINE C. DIEHL


CHRISTEN DIEHL

Accepted:
CITY OF NEVADA, MISSOURI

By: 
JD KENNERMAN, CITY MANAGER

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MISSOURI)
)ss.
COUNTY OF VERNON)

On this 24th day of August, 2011, before me appeared BLAINE C. DIEHL and CHRISTEN DIEHL, 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 Nevada, MO the day and year first above written.

(SEAL)



Casey R. Crews
Notary Public, State of Missouri

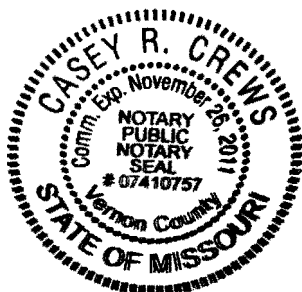
CITY ACKNOWLEDGMENT

STATE OF MISSOURI)
)ss.
COUNTY OF VERNON)

On this 17th day of August, 2011, 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, MO the day and year first above written.

(SEAL)



Casey R. Crews
Notary Public, State of Missouri

EXHIBIT A

City of Nevada

Re: Lot 5 Meadow Lane

Gentlemen:

McFadden Land & Title Company, LLC, hereby certifies that it has made a search of the records to the following described land as of July 15, 2011 at 8:00 A. M.

All of Lot Five (5) of Meadow Lane, a subdivision located in the Northwest Quarter (NW ¼) of Section Eleven (11), Township Thirty-five (35) North, Range Thirty-one (31) West, as recorded in Plat Book 5 at page 36, in the City of Nevada, Missouri. Subject to any part lying in the public roadway. Also subject to any easements, reservations and restrictions affecting subject land.

That the title to said real estate was of the above date vested of record in:

Blaine C. Diehl and Christen Diehl, husband and wife

Deed of Trust dated August 22, 2003 filed in the Real Estate Records of Vernon County, Missouri, on August 27, 2003 at 10:16 AM in Book 435 at Page 94, given by Blaine C. Diehl and Christen Diehl, husband and wife.

BLAINE C DIEHL
CHRISTEN DIEHL
H&W
BK 445 PG 115

EXHIBIT B

PERMANENT

A Tract of land being part of Lot 5 in Meadow Lane a subdivision recorded in the Vernon County
Recorders office in Nevada, Missouri. Being described more fully as follows:

All of the South 20 feet of said Lot 5 in Meadow Lane subdivision to the City of Nevada.

EXHIBIT C

TEMPORARY

A Tract of land being part of Lot 5 in Meadow Lane a subdivision recorded in the Vernon County
Recorders office in Nevada, Missouri. Being described more fully as follows:

All of the North 20 feet of the South 40 feet of said Lot 5 in Meadow Lane subdivision to the City of
Nevada.

EXPANSION OF RIGHT-OF-WAY EASEMENT
(Wastewater)

THIS INDENTURE is made on the 17th day of August 2011,
by and between DONALD MEISENHEIMER AND PATRICIA MEISENHEIMER,
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 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 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
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which the original line was installed

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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 one year 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. All existing or future subdivided property, at time of this executed agreement, deeded to said owner(s) in the Meadow Lane subdivision will have the \$500 sewer fee waived as authorized by the Nevada City Council Ordinance Number 7631.
2. Existing drain line(s) will be repaired or replaced if damaged during construction.

Modernization, reasonable upgrade, and expansion is permitted by this instrument as explicitly described below.

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, septic tank, a step tank with pump, a grinder pumping unit, 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, lines providing electric current to the pump, and connections to the power source in the home or at the owner's meter. On occasions a step tank may be installed to collect and pump wastewater from the property of grantor and others and independent facilities for electrical service on a district meter or condo or apartment facility meter may be installed.

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. Except when presence on the property is brief, Grantees' employees will endeavor to notify persons residing on the property of their presence and purpose.

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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.

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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.


DONALD MEISENHEIMER


PATRICIA MEISENHEIMER

Accepted:
CITY OF NEVADA, MISSOURI

By: 
JD KEHRMAN, CITY MANAGER

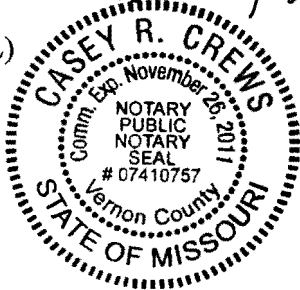
INDIVIDUAL ACKNOWLEDGMENT

STATE OF MISSOURI)
)ss.
COUNTY OF VERNON)

On this 17th day of August, 2011, before me appeared DONALD MEISENHEIMER AND PATRICIA MEISENHEIMER, 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 Nevada, Mo the day and year first above written.

(SEAL)



Casey R Crews
Notary Public, State of Missouri

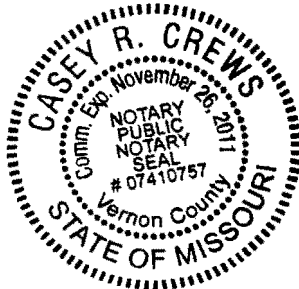
CITY ACKNOWLEDGMENT

STATE OF MISSOURI)
)ss.
COUNTY OF VERNON)

On this 17th day of August, 2011, 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, Mo the day and year first above written.

(SEAL)



Casey R Crews
Notary Public, State of Missouri

EXHIBIT "A"

VERNON COUNTY, MISSOURI 07/16/2008 11:09:26AM
DOUG SHUPE, RECORDER OF DEEDS B-484 P-472
2008R71232

WARRANTY DEED

This DEED, made and entered into this 17TH day of JULY, A.D., Two Thousand and EIGHT, by and between, CHARLES BERRYHILL, BY HIS WIFE, RONDA BERRYHILL, AS PER HIS GENERAL DURABLE POWER OF ATTORNEY RECORDED IN BOOK 486 AT PAGE 739 IN THE RECORDER'S OFFICE, VERNON COUNTY, MISSOURI AND BY RONDA BERRYHILL, WIFE OF CHARLES BERRYHILL, CHARLES BERRYHILL and RONDA L. BERRYHILL, HUSBAND AND WIFE (GRANTOR), and DONALD MEISENHEIMER and PATRICIA MEISENHEIMER, HUSBAND AND WIFE, (GRANTEE)

Grantee's mailing address is: 721 MEADOW LANE, NEVADA, MO. 64772

WITNESSETH, that the said Grantor, for and in consideration of the sum of ten dollars and other valuable consideration paid by the said Grantee, the receipt of which is hereby acknowledged, does or do by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said Grantee, the following described real estate situated in the County of VERNON, in the State of Missouri to-wit:

TRACT 1:

A TRACT OF LAND LOCATED IN LOT THREE (3), MEADOW LANE ADDITION TO THE CITY OF NEVADA, VERNON COUNTY, MISSOURI AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT THREE (3), THENCE NORTH 01 DEGREES 36 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID LOT THREE (3) A DISTANCE OF 138 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING NORTH 01 DEGREES 36 MINUTES 00 SECONDS EAST A DISTANCE OF 139 FEET, THENCE DUE EAST A DISTANCE OF 202.08 FEET, THENCE SOUTH 00 DEGREES 09 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF SAID LOT THREE (3) A DISTANCE OF 139 FEET, THENCE DUE WEST A DISTANCE OF 205.60 FEET TO THE POINT OF BEGINNING; EXCEPT ANY PART LYING IN THE EAST ONE (1) FOOT OF THE SOUTH 418.11 FEET OF SAID LOT THREE (3).

TRACT 2:

A TRACT OF LAND LOCATED IN LOT THREE (3), MEADOW LANE ADDITION TO THE CITY OF NEVADA, VERNON COUNTY, MISSOURI AND FURTHER DESCRIBED AS FOLLOWS:

EXHIBIT "A"

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT THREE (3), THENCE NORTH 01 DEGREES 36 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID LOT THREE (3) A DISTANCE OF 138 FEET, THENCE DUE EAST A DISTANCE OF 205.60 FEET, THENCE SOUTH 00 DEGREES 09 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF SAID LOT THREE (3) A DISTANCE OF 138.11 FEET, THENCE NORTH 89 DEGREES 55 MINUTES 30 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT THREE (3) A DISTANCE OF 209.12 FEET TO THE POINT OF BEGINNING; EXCEPT ANY PART LYING IN THE EAST ONE (1) FOOT OF THE SOUTH 418.11 FEET OF SAID LOT THREE (3).

SUBJECT TO RESERVATIONS, RESTRICTIONS OR EASEMENTS AFFECTING SUBJECT LAND. ALSO SUBJECT TO ANY PART LYING IN THE PUBLIC ROADWAY.

TO HAVE AND TO HOLD the same together with all the rights, immunities, privileges and appurtenances to the same belonging unto the said Grantee and to their heirs and assigns, forever; the said Grantor hereby covenanting that said premises are free and clear of any encumbrances and that said party or parties and the heirs, executors, and administrators of such party or parties shall and will warrant and defend the title to the premises, unto the said Grantee, and to their heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever.
IN WITNESS WHEREOF, the said Grantor(s) has or have hereunto set their hand or hands the day and year first above written.



CHARLES BERRYHILL, BY RONDA BERRYHILL
HIS ATTORNEY-IN-FACT



RONDA L. BERRYHILL

STATE OF MISSOURI:

COUNTY OF VERNON:

On this 17th day of July, 2008, before me personally appeared RONDA BERRYHILL, ATTORNEY-IN-FACT FOR CHARLES E. BERRYHILL, HUSBAND OF RONDA BERRYHILL AND RONDA L. BERRYHILL AS WIFE OF CHARLES E. BERRYHILL, to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledge that THEY executed the same as THEIR free act and deed.

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

My term expires:

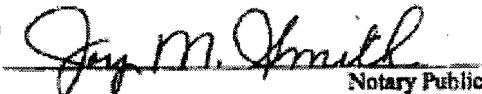


JOY M. SMITH

Vernon County

My Commission Expires

August 3, 2008


Notary Public

VERNON COUNTY, MISSOURI 07/18/2008 11:09:26AM
DOUG SHAPE, RECORDER OF DEEDS B-494 P-473
2008071222

DONALD MEISENHEIMER
PATRICIA MEISENHEIMER
H&W
BK 494 PG 472

EXHIBIT B

PERMANENT

A Tract of land being part of Lot 4 in Meadow Lane a subdivision recorded in the Vernon County
Recorders office in Nevada, Missouri. Being described more fully as follows:

All of the South 20 feet of said Lot 4 in Meadow Lane subdivision to the City of Nevada.

EXHIBIT C

TEMPORARY

A Tract of land being part of Lot 4 in Meadow Lane a subdivision recorded in the Vernon County
Recorders office in Nevada, Missouri. Being described more fully as follows:

All of the North 20 feet of the South 40 feet of said Lot 4 in Meadow Lane subdivision to the City of
Nevada.