



# Board of Aldermen Request for Action

**MEETING DATE:** 7/7/2026

**DEPARTMENT:** Development

**AGENDA ITEM:** RES 1593 – Main and Mill Easement Exchange

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## **REQUESTED BOARD ACTION**

A motion to approve Resolution 1593, authorizing the Mayor to execute an easement to the developer and accept an easement from the developer for the Main and Mill project parking lot.

## **SUMMARY**

This Resolution is to exchange two similarly sized parcels between the city and the developer via an easement for purposes of creating an access easement through the developer's new parking lot. The City is preparing to start the Riverwalk project, with a trailhead parking lot just north of the subject property. It currently has one 20' wide access easement from Bridge Street, but it is approximately 240' long. This will provide a second access point directly north of the new parking lot. The new easement to the city is shown in blue that provides access to the Riverwalk parking area. The easement from the city is shown in pink to provide additional land to replace parking lost due to city's new access easement.

## **PREVIOUS ACTION**

Resolution 1423 approving a site plan for the Main & Mill mixed-use project that included this parking lot was completed on November 19, 2024.

## **POLICY OBJECTIVE**

Assists in improving the access and connectivity to the future Riverwalk project.

## **FINANCIAL CONSIDERATIONS**

None.

## **ATTACHMENTS**

- |   |                                   |
|---|-----------------------------------|
| <input type="checkbox"/> Ordinance                                | <input type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution                    | <input type="checkbox"/> Plans    |
| <input type="checkbox"/> Staff Report                             | <input type="checkbox"/> Minutes  |
| <input checked="" type="checkbox"/> Other: Easement(s) and aerial |                                   |

## RESOLUTION 1593

### **A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT TO THE DEVELOPER AND ACCEPT AN EASEMENT FROM THE DEVELOPER FOR THE MAIN AND MILL PROJECT PARKING LOT**

**WHEREAS**, the City approved a Site Plan application for a mixed-use building at Main & Mill Street on November 19, 2024, and;

**WHEREAS**, that a parking lot was required to be constructed at land purchased from the City by the developer at Main and Church Streets, and;

**WHEREAS**, the City desired to obtain an access easement through the conveyed land for access to a future trailhead parking lot for the Riverfront Trail, and;

**WHEREAS**, the Developer needed to use a portion of city owned land in order to maintain the number or required spaces by shifting the parking lot west, and;

**WHEREAS**, the City and Developer have now identified the legal descriptions as Exhibit A (City to Developer) and Exhibit B (Developer to City) necessary for such easement exchange and seek to complete the agreement, and;

**WHEREAS**, the City shall accept the easement from the Developer and the City shall execute an easement to the developer to allow the construction of the parking lot.

### **NOW THEREFORE BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI, AS FOLLOWS:**

**THAT** the Easement attached as **Exhibit A** in favor of the Developer and the Mayor is authorized to execute the same on behalf of the City.

**FURTHER, THAT** the Easement executed by the Developer in favor of the City regarding the construction of the associated parking lot attached as **Exhibit B** is hereby approved and accepted.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 7<sup>th</sup> day of July, 2026.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

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**Recording Cover Sheet**

**Title of Document:** Ingress/Egress Easement

**Date of Document:**

**Grantor:** City of Smithville, Missouri

**Grantor Address:** 107 W Main Street  
Smithville, Missouri 64089

**Grantee's Name  
and Address:** 110 Smithville, LLC  
4050 Pennsylvania Avenue, Suite 400  
Kansas City, MO 64111

**Legal Description:** See the attached.

## INGRESS/EGRESS EASEMENT

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **City of Smithville**, a Municipal Corporation of the fourth class organized and existing under the laws of the State of Missouri, **Grantor**, and **110 Smithville, LLC**, a Missouri Limited Liability Company, **Grantee**;

**WITNESSETH**, That the **Grantor**, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid by the **Grantee**, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto said **Grantee**, its successors and assigns, a Permanent Ingress/Egress Easement for use as access to install, construct, maintain and use as a roadway on, over, along, under and across the following described lots, tracts, or parcels of land lying, being and situated in the County of Clay, and the State of Missouri, to wit:

### **Tract 2 (Exhibit 2) – Containing 1,919 Square Feet**

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 53 NORTH, RANGE 33 WEST IN SMITHVILLE, CLAY COUNTY, MISSOURI BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 6, BLOCK 2, THE ORIGINAL TOWN OF SMITHVILLE, A SUBDIVISION IN SMITHVILLE, CLAY COUNTY, MISSOURI, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF CHURCH STREET; THENCE N89°02'47"W, ALONG THE NORTH LINE OF SAID CHURCH STREET, A DISTANCE OF 16.00 FEET; THENCE N00°16'29"E, A DISTANCE OF 119.96 FEET; THENCE S89°02'47"E, A DISTANCE OF 16.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE S00°16'29"W, ALONG THE WEST LINE OF SAID LOT 6, A DISTANCE OF 119.96 FEET TO THE POINT OF BEGINNING. CONTAINING 1,919 SQUARE FEET. THIS DESCRIPTION WAS PREPARED BY ROBERT G. YOUNG, PLS-2007000089 ON MARCH 20, 2026. (See Exhibit 1, attached hereto and incorporated herein by reference.)

**TO HAVE AND TO HOLD**, the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining, unto the said **Grantee** and unto its successors and assigns forever.

The **Grantee**, its successors and assigns, shall have the right to construct, reconstruct, maintain, repair and use said easement area as an ingress/egress roadway, driveway, or other access way. The **Grantee** shall maintain the easement area in good repair at its sole cost and expense. The **Grantor** reserves the right to use the easement area for all purposes not inconsistent with the rights hereby granted, provided that **Grantor** shall not erect, place, or permit any permanent structure, fence, or obstruction of any kind that would impede or interfere with the **Grantee's** use and enjoyment of said easement.

IN WITNESS WHEREOF, the **Grantor**, City of Smithville, Missouri, a Municipal Corporation, has caused these presents to be signed by its Mayor and attested by its City Clerk, and its corporate seal to be affixed hereto, pursuant to authority duly given, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

CITY OF SMITHVILLE, MISSOURI,  
a Missouri Municipal Corporation

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

(Corporate Seal)

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF MISSOURI  
COUNTY OF CLAY

ON THIS THE \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, known to me to be the Mayor of the City of Smithville, Missouri, and that said instrument was signed on behalf of said City by authority of its governing body, and said Mayor executed said instrument to be the free act and deed of said Municipal Corporation.

WITNESS my hand and official seal in the County and State aforesaid, the day and year first above written.

/s/ \_\_\_\_\_

\_\_\_\_\_  
(Notary Public Signature — Printed or Typed Name)

(Seal)

My Commission Expires: \_\_\_\_\_

**ACCEPTANCE BY GRANTEE**

**110 Smithville, LLC**, a Missouri Limited Liability Company, hereby accepts the foregoing Ingress/Egress Easement and agrees to be bound by all terms and conditions set forth herein.

IN WITNESS WHEREOF, **110 Smithville, LLC** has caused these presents to be signed by its duly authorized Member/Manager this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTEE:**

110 Smithville, LLC,  
a Missouri Limited Liability Company

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title — Member/Manager)

**ACKNOWLEDGMENT OF GRANTEE**

STATE OF MISSOURI  
COUNTY OF \_\_\_\_\_

ON THIS THE \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Member/Manager on behalf of **110 Smithville, LLC**, and acknowledged to me that the Limited Liability Company executed it by authority of its Articles of Organization, Operating Agreement, or other grant of authority as provided by law.

WITNESS my hand and official seal in the County and State aforesaid, the day and year first above written.

/s/ \_\_\_\_\_

\_\_\_\_\_  
(Notary Public Signature — Printed or Typed Name)

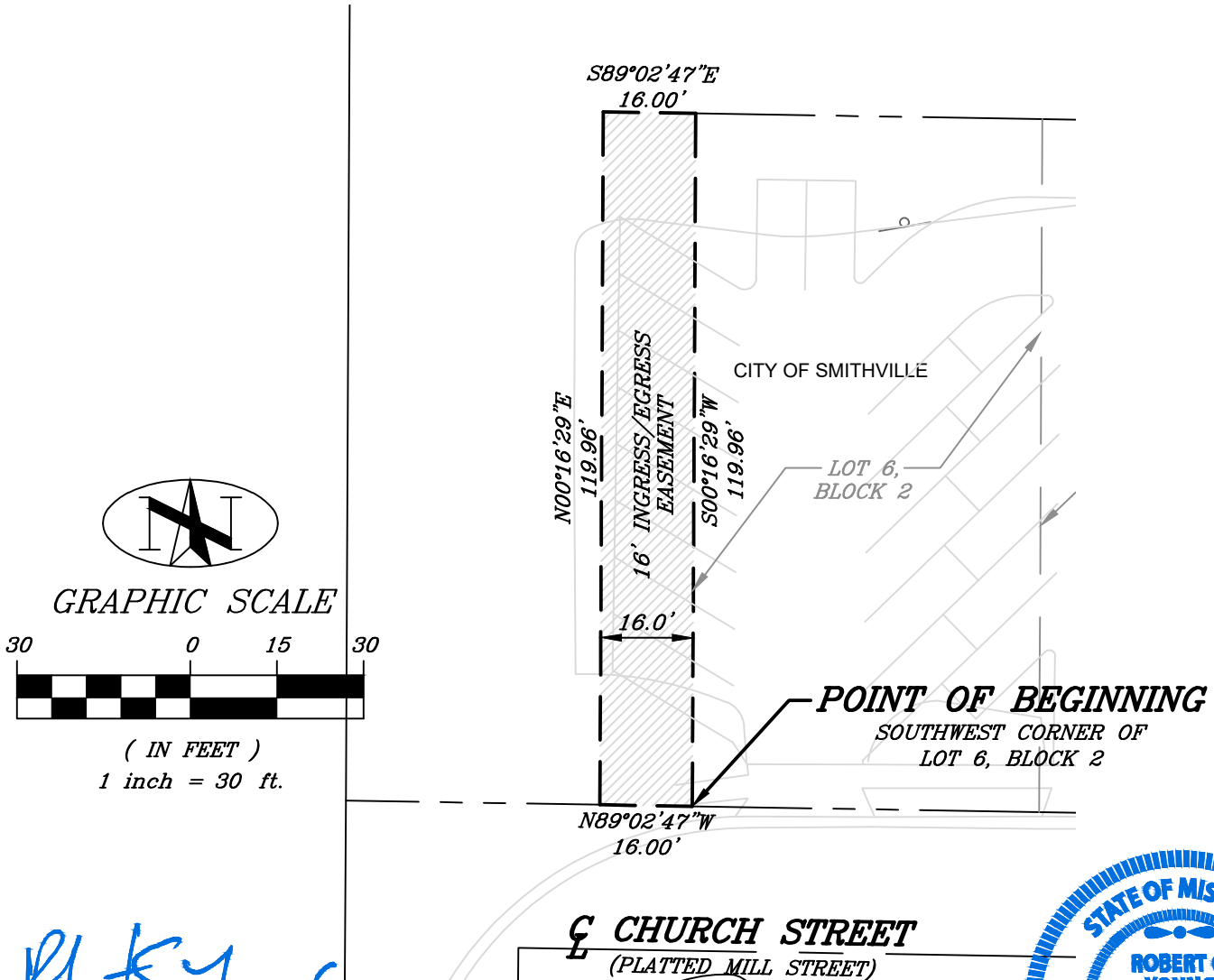
(Seal)

My Commission Expires: \_\_\_\_\_

**EXHIBIT 1**

**PROPERTY DESCRIPTION  
CONTAINING 1,919 SQUARE FEET**

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 53 NORTH, RANGE 33 WEST IN SMITHVILLE, CLAY COUNTY, MISSOURI BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 6, BLOCK 2, THE ORIGINAL TOWN OF SMITHVILLE, A SUBDIVISION IN SMITHVILLE, CLAY COUNTY, MISSOURI, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF CHURCH STREET; THENCE N89°02'47"W, ALONG THE NORTH LINE OF SAID CHURCH STREET, A DISTANCE OF 16.00 FEET; THENCE N00°16'29"E, A DISTANCE OF 119.96 FEET; THENCE S89°02'47"E, A DISTANCE OF 16.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE S00°16'29"W, ALONG THE WEST LINE OF SAID LOT 6, A DISTANCE OF 119.96 FEET TO THE POINT OF BEGINNING. THIS DESCRIPTION WAS PREPARED BY ROBERT G. YOUNG, PLS-2007000089 ON MARCH 20, 2026.

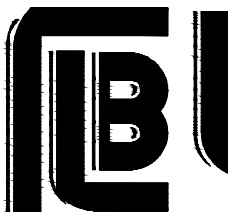
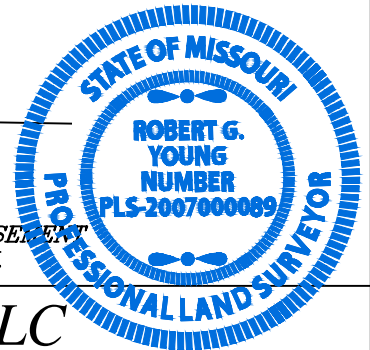


*Robert G. Young*  
03/12/2026

03/12/2026

ROBERT G. YOUNG, PLS 2007000089

I HEREBY CERTIFY THAT THIS DRAWING WAS PREPARED UNDER MY SUPERVISION FOR EASEMENT CONVEYANCE ONLY AND THAT THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.



**R.L. Buford & Associates, LLC**  
LAND SURVEYING – CIVIL ENGINEERS – DEVELOPMENT CONSULTANTS  
R.L. BUFORD & ASSOCIATES, LLC  
rob@rlbuford.com

P.O. BOX 14069, PARKVILLE, MO. 64152 (816) 741-6152

FOR  
110 SMITHVILLE, LLC

SEC.-TWP.-RGE.  
23-53-33

COUNTY  
CLAY

JOB NO.  
L-24047

PLAN DATE  
03/20/2026

CHECKED BY  
R.G.Y.

DRAWN BY  
J.K.R.

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**Recording Cover Sheet**

**Title of Document:** Ingress/Egress Easement

**Date of Document:**

**Grantor:** 110 Smithville, LLC  
**Grantor Address:** 4050 Pennsylvania Avenue, Suite 400  
Kansas City, MO 64111

**Grantee's Name  
and Address:** City of Smithville, Missouri  
107 W Main Street  
Smithville, Missouri 64089

**Legal Description:** See the attached.

## INGRESS/EGRESS EASEMENT

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **110 Smithville, LLC**, a Missouri Limited Liability Company, **Grantor**, and the **City of Smithville**, a Municipal Corporation of the fourth class organized and existing under the laws of the State of Missouri, **Grantee**;

**WITNESSETH**, That the **Grantor**, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid by the **Grantee**, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto said **Grantee**, its successors and assigns, a Permanent Ingress/Egress Easement for use as access to install, construct, maintain and use as a roadway on, over, along, under and across the following described lots, tracts, or parcels of land lying, being and situated in the County of Clay, and the State of Missouri, to wit:

### **Tract 1 (Exhibit 1) – Containing 2,030 Square Feet**

ALL THAT PART OF LOTS 4 AND 5, BLOCK 2, THE ORIGINAL TOWN OF SMITHVILLE, A SUBDIVISION IN SMITHVILLE, CLAY COUNTY, MISSOURI BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF CHURCH STREET; THENCE N89°02'47"W, ALONG THE SOUTH LINE OF SAID LOT 4 AND ALONG THE NORTH RIGHT OF WAY LINE OF SAID CHURCH STREET, A DISTANCE OF 37.02 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED HEREIN; THENCE N89°02'47"W, ALONG THE SOUTH LINE OF SAID LOTS 4 AND 5 AND ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 26.27 FEET; THENCE N00°16'29"E, A DISTANCE OF 68.75 FEET; THENCE N08°51'01"W, A DISTANCE OF 36.92 FEET; THENCE N00°57'13"E, A DISTANCE OF 14.82 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 5; THENCE S89°02'47"E, ALONG THE NORTH LINE OF SAID LOTS 4 AND 5, A DISTANCE OF 16.00 FEET; THENCE S00°57'13"W, A DISTANCE OF 13.45 FEET; THENCE S08°51'01"E, A DISTANCE OF 36.83 FEET; THENCE S00°16'29"W, A DISTANCE OF 50.31 FEET; THENCE S26°51'43"E, A DISTANCE OF 22.51 FEET TO THE POINT OF BEGINNING. CONTAINING 2,030 SQUARE FEET. THIS DESCRIPTION WAS PREPARED BY ROBERT G. YOUNG, PLS-2007000089 ON MARCH 20, 2026. (See Exhibit 1, attached hereto and incorporated herein by reference.)

**TO HAVE AND TO HOLD**, the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining, unto the said **Grantee** and unto its successors and assigns forever.

The **Grantor** reserves the right to use said easement area for any purposes not inconsistent with the rights granted herein, provided, however, that **Grantor** shall not erect or place, or permit the erection or placement of, any permanent structure, fence, or obstruction of any kind that would impede or interfere with the **Grantee's** use and enjoyment of the easement.

IN WITNESS WHEREOF, the said **Grantor**, 110 Smithville, LLC, a Missouri Limited Liability Company, has caused these presents to be signed by its duly authorized Member/Manager this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

GRANTOR:

110 Smithville, LLC,  
a Missouri Limited Liability Company

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title)

**ACKNOWLEDGMENT**

STATE OF MISSOURI  
COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn, did say that \_\_\_\_\_ is/are the member/manager of 110 Smithville, LLC, a Limited Liability Company of the State of \_\_\_\_\_, and the said instrument was signed in behalf of said Limited Liability Company by authority of its Articles of Organization and/or its Operating Agreement; and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said Limited Liability Company.

WITNESS my hand and official seal in the County and State aforesaid, the day and year first above written.

/s/ \_\_\_\_\_

\_\_\_\_\_  
(Notary Public Signature — Printed or Typed Name)

(Seal)

My Commission Expires: \_\_\_\_\_

**ACCEPTANCE BY CITY OF SMITHVILLE**

The **City of Smithville**, a Municipal Corporation organized and existing under the laws of the State of Missouri, hereby accepts the foregoing Ingress/Egress Easement.

IN WITNESS WHEREOF, the City of Smithville has caused these presents to be signed by its duly authorized representative this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF SMITHVILLE,  
a Missouri Municipal Corporation

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

**ACKNOWLEDGMENT OF GRANTEE**

STATE OF MISSOURI  
COUNTY OF CLAY

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me personally appeared \_\_\_\_\_ who being by me duly sworn did say that he/she is the \_\_\_\_\_ of the City of Smithville, Missouri, a political subdivision of the State of Missouri duly organized and existing under the laws of the State of Missouri, and acknowledged to me that he/she executed the same for the purposes therein stated upon authority granted by the governing body of the City of Smithville, Missouri.

WITNESS my hand and official seal in the County and State aforesaid, the day and year first above written.

/s/ \_\_\_\_\_

\_\_\_\_\_  
(Notary Public Signature — Printed or Typed Name)

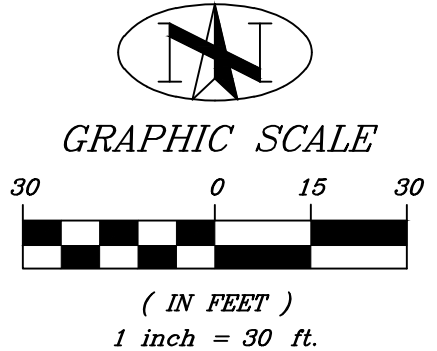
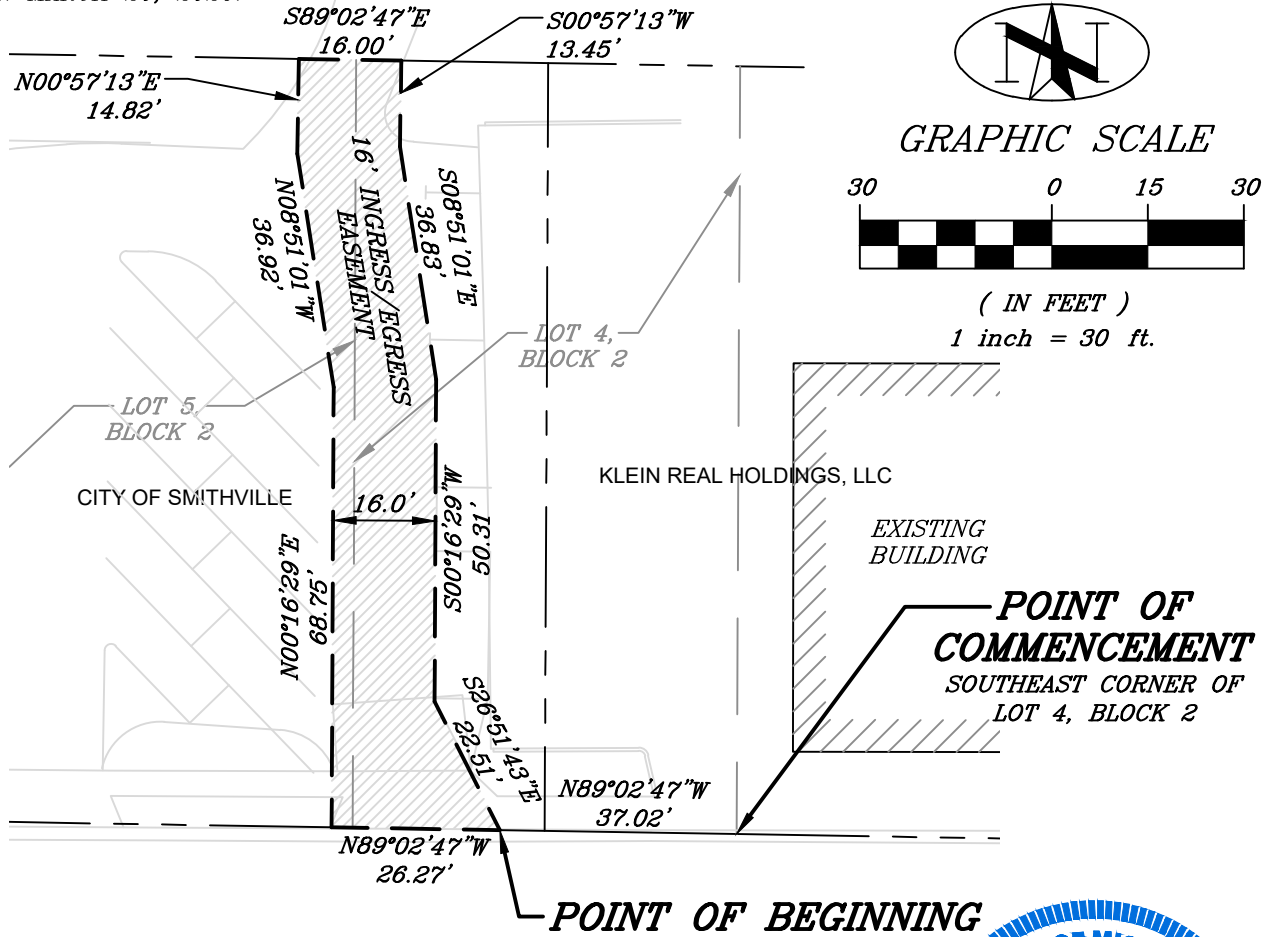
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## **Exhibit 1**

**PROPERTY DESCRIPTION**  
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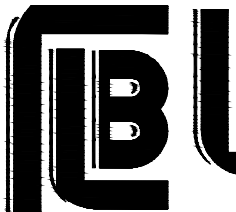
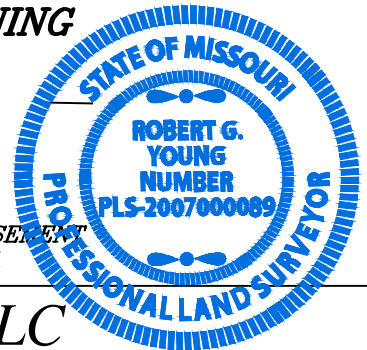


*Robert G. Young*

03/12/2026

ROBERT G. YOUNG, PLS 2007000089

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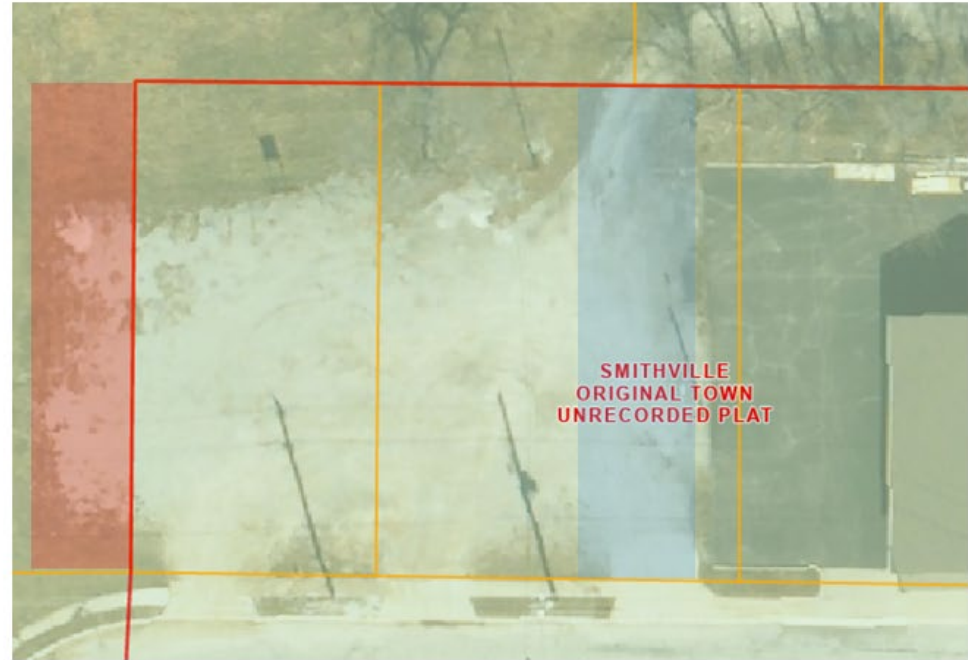
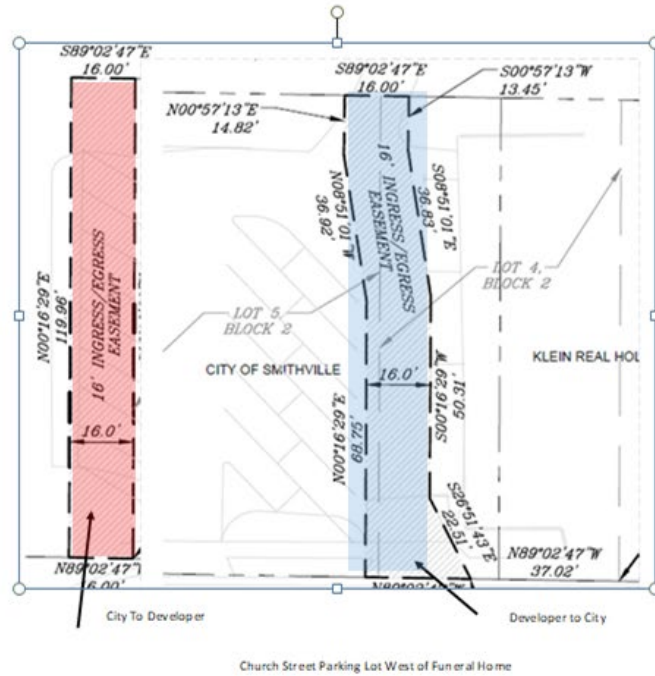


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FOR  
110 SMITHVILLE, LLC

SEC.-TWP.-RGE. 23-53-33	COUNTY CLAY	JOB NO. L-24047
PLAN DATE 03/20/2026	CHECKED BY R.G.Y.	DRAWN BY J.K.R.



Pink is City property to be granted to Developer for parking. Blue is Developer property to be granted to City for access to Riverfront parking to the north.