

The Raytown Water Company

10017 E. 63rd Street, Raytown, MO 64133

Phone (816)356-0333 Fax (816)356-0331

April 8, 2024

Michelle Newman
Director of Parks and Recreation

Jackson County, Missouri
c/o Matt Davis, Rock Island Program Manager
415 E 12th Street 4M
Kansas City, MO 64106

Dear Mrs. Newman,

The RWC is in need of an easement across the trail at E 59th St. and Raytown Traffic Way.

The City of Raytown is installing new larger storm sewers in that area requiring RWC to relocate its water main.

There is no other alternative available as we go east and west with the trails being north and south.

Please find the following:

- RWC Map of Water Lines
- Legal Description
- Engineer Drawing of Crossing
- Permanent Waterline Easement

RWC acknowledges fees as follows: Administrative fee \$2000.00; Permanent fee \$800.00

The construction project is fast approaching, please provide our easement request.

Sincerely,

Neal S. Clevenger
President/General Manager

EXHIBIT 1

JACKSON COUNTY
MO. PUBLIC WORKS
RIGHT OF WAY



SCALE: 1" = 50'

PROPOSED RAYTOWN
WATER COMPANY
EASEMENT

N02° 09' 52"E
20.00'

S87° 52' 35"E 100.00'

N87° 52' 35"W 100.00'

20.00'
S02° 09' 52"W

RAYTOWN ROAD

PROPOSED STORM
EASEMENT
(BY OTHERS)

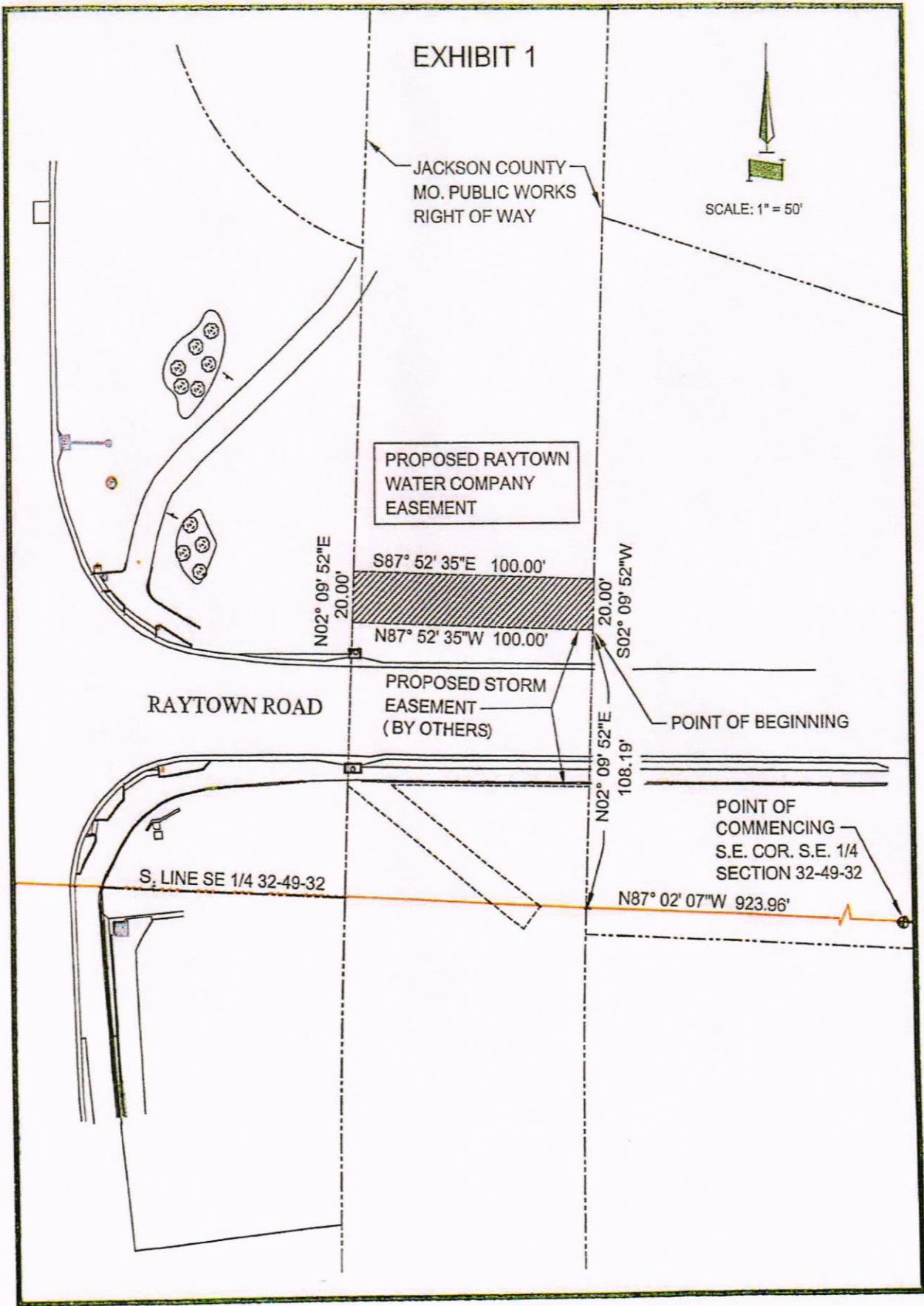
POINT OF BEGINNING

N02° 09' 52"E
108.19'

POINT OF
COMMENCING
S.E. COR. S.E. 1/4
SECTION 32-49-32

S. LINE SE 1/4 32-49-32

N87° 02' 07"W 923.96'



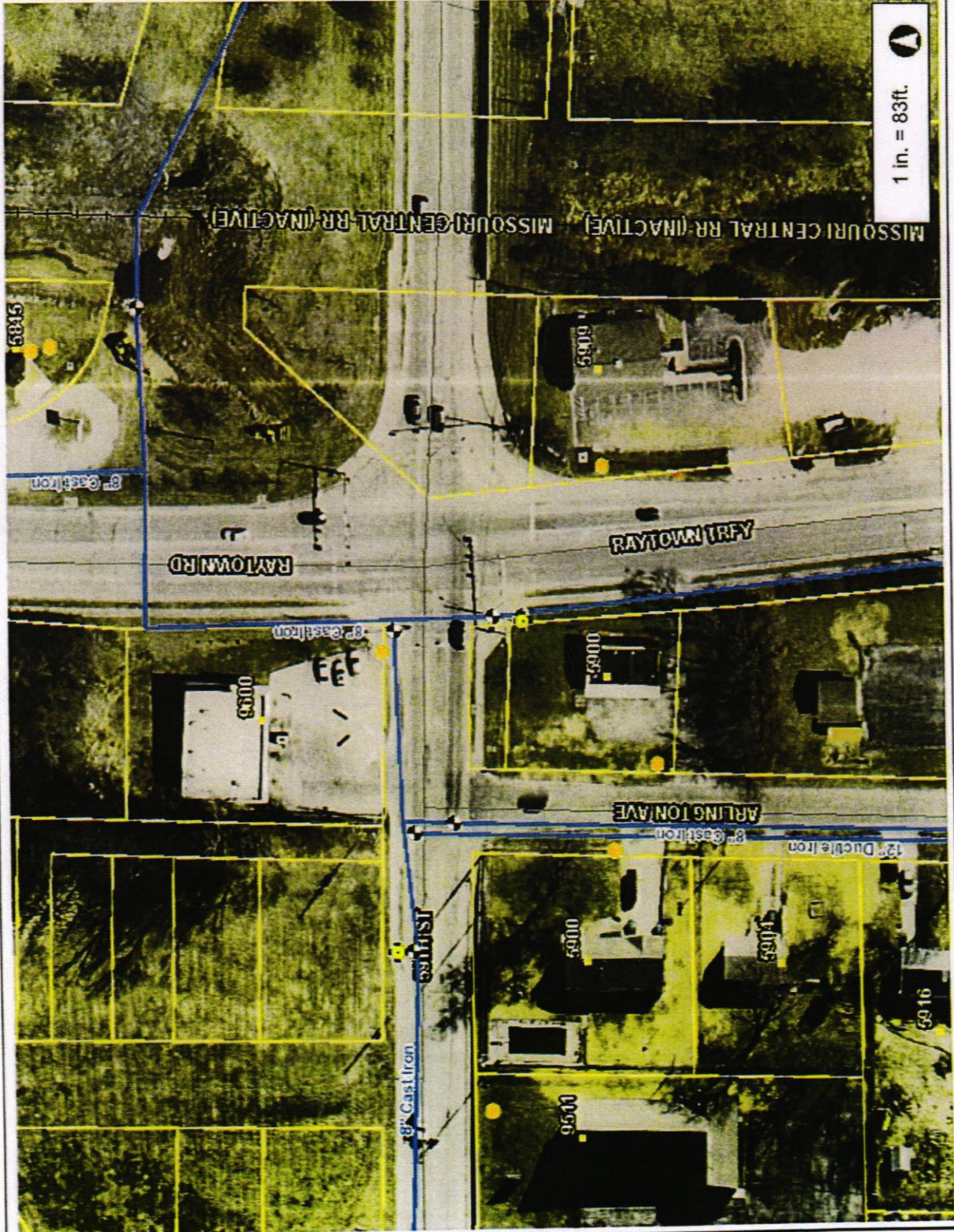
Raytown, MO



Legend

- Fire Hydrant
- Water Meter
- Water Valve
- Water Main
- Water Lateral Line
- Independence Roads
- Road
- Railroad
- Parcel
- Address Point
- City Limit
- Stream
- Lake

Notes



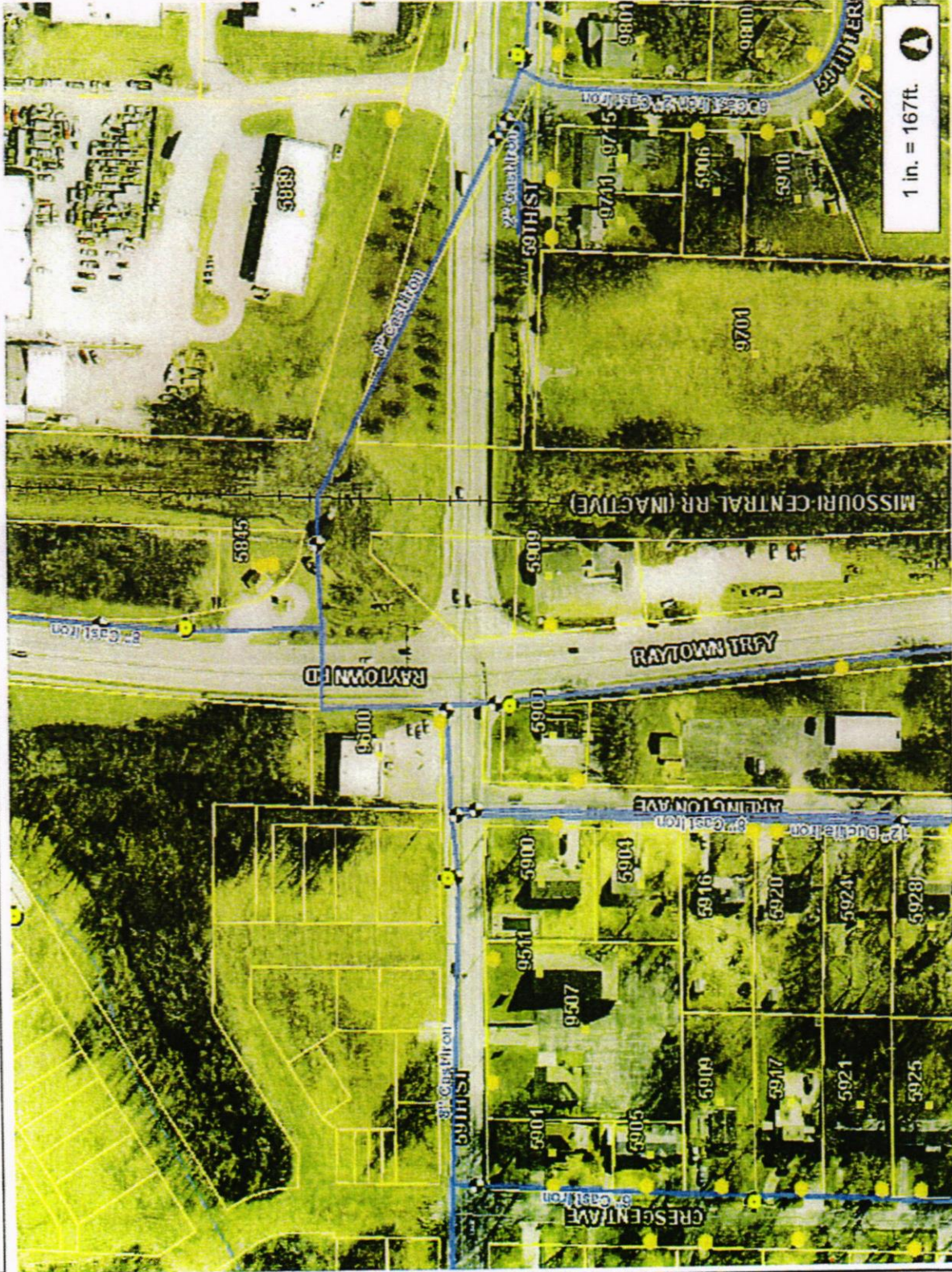
This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

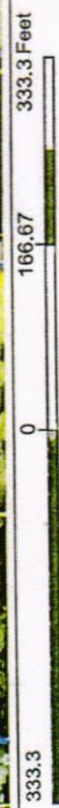


166.7

Raytown, MO



1 in. = 167ft.

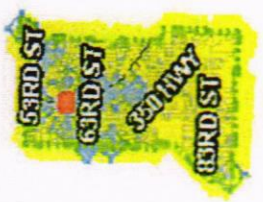


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Notes

Legend

- Fire Hydrant
- Water Meter
- Water Valve
- Water Main
- Water Lateral Line
- Independence Roads
- D2 Fire Hydrant
- D2 Water Meter
- D2 Water Valve
- D2 Water Main
- Road
- Railroad
- Parcel
- Address Point
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- Lake



WATER LINE EASEMENT

THIS EASEMENT is made this _____ day of _____, 2024, by and between **County of Jackson, Missouri**, a governmental entity organized and existing under the laws of the State of Missouri a Corporation organized and existing under the laws of the State of Missouri, **Grantor**, and the Raytown Water company, with a mailing address of 10017 E 63rd Street, Raytown, MO 64133, **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 and non-exclusive easement for the construction, operation, maintenance, repair, replacement and removal of sewer pipe lines, and appurtenances thereto, including the right and privilege at any time and from time to time to enter upon said easement, over, under, through, across, in and upon the following described lands in Jackson County, Missouri, hereinafter referred to as the "Easement Area", to-wit:

See Attached Exhibit "A" for Legal

GRANTEE, its successors and assigns, shall have the right of ownership, use and control of all sewer lines, underground pipe, and all necessary appurtenances on the above described property and for all proper purposes connected with the installation, use, maintenance, and replacement of lines.

Should **GRANTEE'S** activities in Easement Area cause any disturbance of surface of Easement Area, **GRANTEE** shall restore all said surfaces to prior condition. **GRANTEE**, its successors and assigns, shall not interfere in any way with **GRANTOR'S** ongoing use and enjoyment of the surface of the Easement Area. **GRANTEE** shall notify **GRANTOR** before work is done within Easement Area, which may impact **GRANTOR'S** use of the surface area.

The **GRANTOR** herein agrees for itself and its heirs, successors or assigns, that the tract of land over which the Easement is being granted shall be kept free from buildings or any other structures or obstructions (except grass, shrubs, fences, sidewalks, roadways, pavement or curbs) that would interfere with the **GRANTEE** in excavating upon said permanent easement for the purposes of laying, constructing, operating, maintaining or repairing sewer infrastructure and all appurtenances incidental thereto. The

GRANTOR herein also agrees for itself and for its heirs, successors, or assigns, that the earth cover will not be increased without the written approval of the **GRANTEE'S** Director of Water Services.

GRANTEE agrees to relocate any pipe, lines and/or appurtenances thereto, within the Easement Area, at the request of **GRANTOR**, should **GRANTOR** require Easement Area for future improvements by **GRANTOR**, in the sole discretion of **GRANTOR**.

GRANTOR further states that it is lawfully seized of title to the land through which said easement is granted and that it has good and lawful right to convey said easements to the Grantee herein.

GRANTOR, to the fullest extent allowed by law, including, without limitation, section 527.188, RSMo 2016, hereby waives any right to request vacation of the easement herein granted.

THIS GRANT and easement shall at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns of the **Grantor**.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities thereunto belonging or in any way appertaining, unto the City of Kansas City, Missouri, a Municipal Corporation, and to its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor, a political subdivision of the State of Missouri, has caused this instrument to be signed by its County Executive, and attested by its County Clerk, has caused these presents to be signed, this _____ day of _____, 2024.

JACKSON COUNTY

APPROVED AS TO FORM: JACKSON COUNTY, MISSOURI

By: _____
Bryan O. Covinsky, County Counselor

Frank White, Jr., County Executive

ATTEST:

By: _____
Mary Jo Spino, Clerk of the County Legislature

COUNTY ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this _____ day of _____, 20__, before me, a Notary Public, personally appeared Frank White Jr., to me personally known, who, being by me duly sworn, did say that he is the County Executive of Jackson County, Missouri, and that he executed the above and foregoing instrument on behalf of said Jackson County, Missouri, and acknowledged the execution of same as the free and voluntary act and deed of Jackson County, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires: