

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$37,274.00 from the undesignated fund balance of the 2016 Park Fund in acceptance of easement and processing fees from Tri-County Water Authority, and authorizing the County Executive to execute Permanent and Temporary Construction Easements in favor of Tri-County Water Authority.

ORDINANCE NO. 4823, February 8, 2016

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, Tri-County Water Authority needs to replace a section of an existing water main located on Fleming Park property along Colbern Road; and,

WHEREAS, the new water line through the park will be directionally drilled underground and will result in minimal disturbance to park usage; and,

WHEREAS, the Director of Parks and Recreation has recommended that the County grant the attached Temporary and Permanent Easements in favor of the Tri-County Water Authority ("Authority") for this project; and,

WHEREAS, the Authority has agreed to pay the County easement and processing fees required by the County Code, totaling \$37,273.60, and

WHEREAS, these funds are to be used for park improvements and projects; and,

WHEREAS, an appropriation is needed to place the funds in the appropriate spending

account; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2016 Park Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Park Fund Construction Services			
003-9999	47020 - Increase Revenue	\$37,274	
003-2810	Undesignated Fund Balance		\$37,274
003-2810	Undesignated Fund Balance	\$37,274	
003-1608	58060 – Other Improvements		\$37,274

BE IT FURTHER ORDAINED by the County Legislature of Jackson County, Missouri, that the attached Temporary and Permanent Easements are hereby approved and that the County Executive is hereby authorized to execute on behalf of the County the attached Easements and any other documents necessary to give effect to this Ordinance.

Effective Date: This Ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 4823 of February 8, 2016, was duly passed on February 29, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absents 0

This Ordinance is hereby transmitted to the County Executive for his signature.

2/29/16
Date


Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 4823.

2/29/2016
Date


Frank White, Jr., County Executive

Funds sufficient for this appropriation are available from the source indicated below.

ACCOUNT NUMBER: 003 2810
ACCOUNT TITLE: Park Fund
Undesignated Fund Balance
NOT TO EXCEED: \$37,274.00

February 1, 2016
Date


Director of Finance and Purchasing

WATER LINE EASEMENT

Ord. 4823

This Easement is hereby given this _____ day of _____, 2015, by the undersigned, **Jackson County, Missouri**, hereinafter referred to as Grantor(s), to **Tri-County Water Authority**, herein after referred to as Grantee.

Mailing address of said first named Grantee is 28405 East Blue Valley Road, Independence, MO 64058.

Grantor(s), for and in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto the said Grantee, a perpetual easement with the right to survey, construct, operate, maintain, inspect, replace and remove pipelines, and appurtenances thereto, as may be required by the Grantee from time to time, through, over and under a strip of land across the Grantors' land situated in Jackson County, State of Missouri and described as follows:

Permanent Easement

All that part of the Northwest Quarter of Section 26, Township 48 North, Range 31 West, Jackson County, Missouri, more particularly described as follows:

Commencing at the southwest corner of the Northwest Quarter of said Section 26, thence N02°27'19"E, along the west line thereof, 60.00 feet to the north right of way line of Colbern Road and the Point of Beginning; thence continue N02°27'19"E, along said west line, 465.00 feet; thence departing said west line, S87°32'41"E, 30.00 feet; thence S02°27'19"W, 123.72 feet; thence S87°32'41"E, 25.00 feet; thence S02°27'19"W, 196.05 feet; thence S45°39'55"E, 176.99 feet; thence S88°10'52"E, 1611.66 feet to a point 844.20 feet west of the east line of the Northwest Quarter of said Section 26; thence S02°08'03"W 25.00 feet to the north right of way line of Colbern Road; thence N88°10'52"W, 1798.59 feet to the Point of Beginning.

Temporary Easement

All that part of the Northwest Quarter of Section 26, Township 48 North, Range 31 West, Jackson County, Missouri, more particularly described as follows:

Commencing at the southwest corner of the Northwest Quarter of said Section 26, thence N02°27'19"E, along the west line thereof, 525.00 feet; thence departing said west line, S87°32'41"E, 30.00 feet; thence S02°27'19"W, 123.72 feet; thence S87°32'41"E, 25.00 feet; thence S02°27'19"W, 196.05 feet; thence S45°39'55"E, 162.19 feet to the Point of Beginning; thence S88°10'52"E, 1622.62 feet to a point 844.20 feet west of the east line of the Northwest Quarter of said Section 26; thence S02°08'03"W 10.00 feet; thence N88°10'52"W, 1611.66 feet; thence N45°39'55"W, 14.80 feet to the Point of Beginning.

The temporary easement expires one year after completion of construction of the initial water line.

Grantee shall have the right to use and maintain said pipeline(s) and appurtenances and of affording its officers, agents, employees and persons under contract with it, the right to enter upon said premises and strip of land for the purposes of surveying, excavating for, laying one or more pipes and appurtenances of appropriate size, constructing, operating, repairing, relaying one or more pipes and appurtenances of appropriate size, constructing, operating, repairing, relaying one or more pipes and appurtenances of appropriate size and maintaining said pipeline(s) and appurtenances, and for the further purpose of enabling the said Grantee to do any and all convenient things incident to such construction, operation, repairing and maintaining of said pipeline(s) and appurtenances.

This easement granted to Grantee shall be for the sole purpose of water transmission main and no other purpose.

Grantee shall have and hold same with all rights and appurtenances belonging unto it, until the use of the perpetual easement is relinquished or abandoned, including, the right of ingress and egress to and from the perpetual easement from the adjacent roadway, the right to clear and trim trees, overhanging branches, roots, brush and other obstructions in the perpetual easement; the right to place within the perpetual easement, pipeline(s) and appurtenances thereto; and the right to install route markers, temporary or permanent gates in fences crossing the perpetual easement. On completion of construction and/or maintenance, all fences, gates, sod and other surface areas affected by operations will be restored to their original or better condition. All damages to crops caused by the construction and maintenance of such pipeline shall be compensated to Grantors, or their heirs and assigns.

The Grantee covenant to maintain the pipeline(s) and appurtenances in good repair so that no unreasonable damage will result from its use to the land of the Grantor. Further, Grantors reserve the right to use and enjoy their interests in the perpetual easement area insofar as the exercise thereof does not endanger or interfere with the construction, operation and maintenance of said pipeline(s) and appurtenances; and included in this reservation is the right of ordinary cultivation of crops.

The line shall be buried to a depth of at least forty-two inches (42").

Grantor(s) warrant that they are the owners of the land herein conveyed and have the right to make this conveyance and receive the payment therefor, and Grantor(s) covenant that Grantee may quietly enjoy the premises for the uses herein stated.

The terms, conditions and provisions of this Easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

Signed and executed this _____ day of _____, 2015.

Representative, Jackson County, Missouri

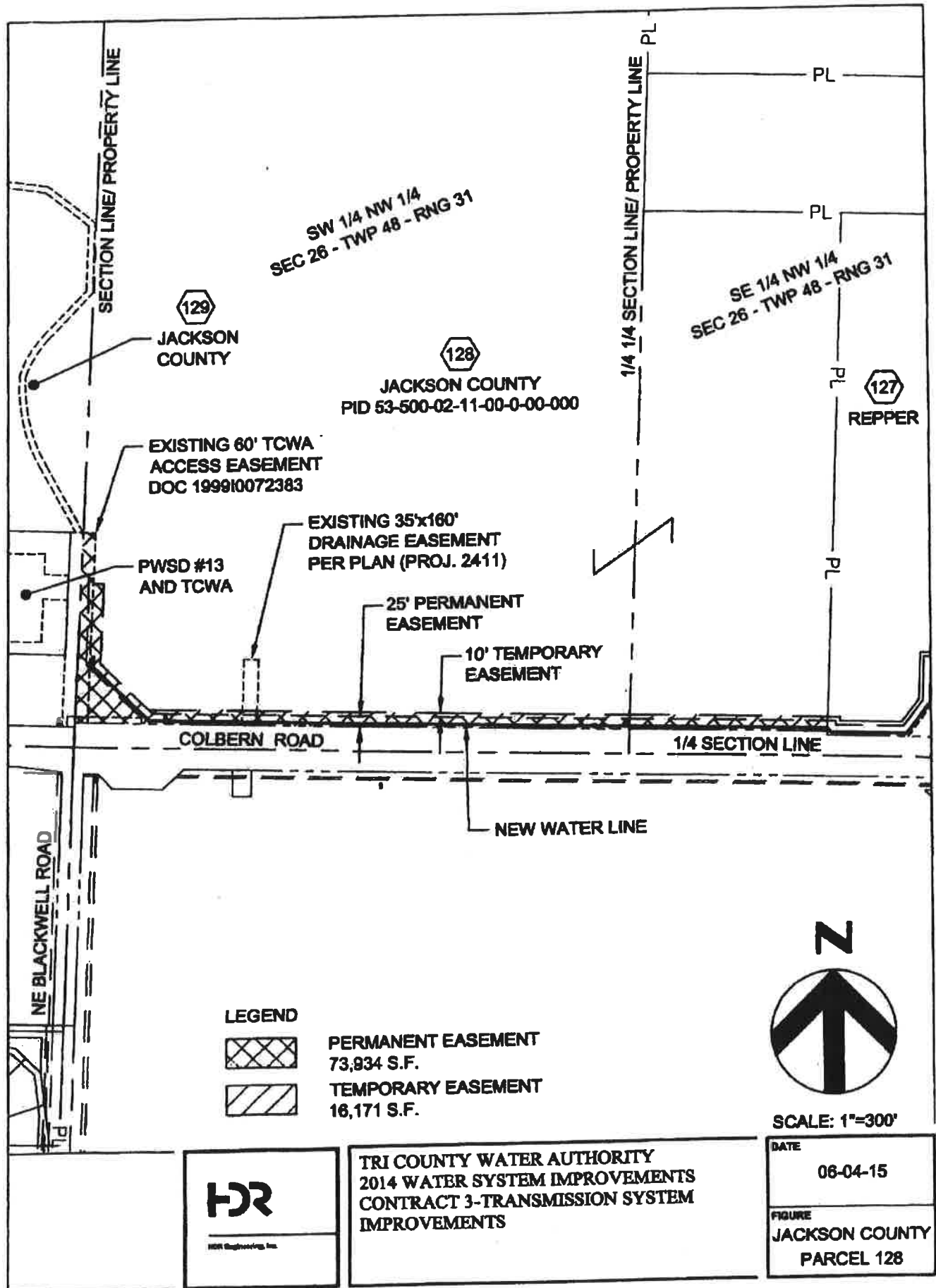
STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this _____ day of _____, 2015, before me, a notary public, personally appeared _____ of Jackson County, Missouri, to be known as the person(s) in and who executed the foregoing instrument and acknowledged 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 the day and year first above written.

Notary Public

My term expires: _____



WATER LINE EASEMENT

Ord. 4823

This Easement is hereby given this _____ day of _____, 2015, by the undersigned, **Jackson County, Missouri**, hereinafter referred to as Grantor(s), to **Tri-County Water Authority**, herein after referred to as Grantee.

Mailing address of said first named Grantee is 28405 East Blue Valley Road, Independence, MO 64058.

Grantor(s), for and in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto the said Grantee, a perpetual easement with the right to survey, construct, operate, maintain, inspect, replace and remove pipelines, and appurtenances thereto, as may be required by the Grantee from time to time, through, over and under a strip of land across the Grantors' land situated in Jackson County, State of Missouri and described as follows:

Permanent Easement

All that part of the Northeast Quarter of Section 27, Township 48 North, Range 31 West, Jackson County, Missouri, more particularly described as follows:

Commencing at the southeast corner of the Northeast Quarter of said Section 27, thence N02°27'19"E, along the east line thereof, 50.00 feet to the north right of way line of Colbern Road and the Point of Beginning; thence continue N02°27'19"E, along said east line, 475.00 feet; thence departing said east line, N87°32'41"W, 30.00 feet; thence S02°27'19"W, 475.00 feet to the north right of way line of Colbern Road; thence S87°32'41"E, 30.00 feet to the Point of Beginning.

Temporary Easement

None.

Grantee shall have the right to use and maintain said pipeline(s) and appurtenances and of affording its officers, agents, employees and persons under contract with it, the right to enter

upon said premises and strip of land for the purposes of surveying, excavating for, laying one or more pipes and appurtenances of appropriate size, constructing, operating, repairing, relaying one or more pipes and appurtenances of appropriate size, constructing, operating, repairing, relaying one or more pipes and appurtenances of appropriate size and maintaining said pipeline(s) and appurtenances, and for the further purpose of enabling the said Grantee to do any and all convenient things incident to such construction, operation, repairing and maintaining of said pipeline(s) and appurtenances.

This easement granted to Grantee shall be for the sole purpose of water transmission main and no other purpose.

Grantee shall have and hold same with all rights and appurtenances belonging unto it, until the use of the perpetual easement is relinquished or abandoned, including, the right of ingress and egress to and from the perpetual easement from the adjacent roadway, the right to clear and trim trees, overhanging branches, roots, brush and other obstructions in the perpetual easement; the right to place within the perpetual easement, pipeline(s) and appurtenances thereto; and the right to install route markers, temporary or permanent gates in fences crossing the perpetual easement. On completion of construction and/or maintenance, all fences, gates, sod and other surface areas affected by operations will be restored to their original or better condition. All damages to crops caused by the construction and maintenance of such pipeline shall be compensated to Grantors, or their heirs and assigns.

The Grantee covenant to maintain the pipeline(s) and appurtenances in good repair so that no unreasonable damage will result from its use to the land of the Grantor. Further, Grantors reserve the right to use and enjoy their interests in the perpetual easement area insofar as the exercise thereof does not endanger or interfere with the construction, operation and maintenance of said pipeline(s) and appurtenances; and included in this reservation is the right of ordinary cultivation of crops.

The line shall be buried to a depth of at least forty-two inches (42").

Grantor(s) warrant that they are the owners of the land herein conveyed and have the right to make this conveyance and receive the payment therefor, and Grantor(s) covenant that Grantee may quietly enjoy the premises for the uses herein stated.

The terms, conditions and provisions of this Easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

Signed and executed this _____ day of _____, 2015.

Representative, Jackson County, Missouri

