

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an Agreement with, and a Quit Claim Deed in favor of, the Missouri Highways and Transportation Commission relating to improvements at the 7 Highway intersection with Stringtown and County Line Roads, at no cost to the County.

RESOLUTION NO. 20436, May 26, 2020

INTRODUCED BY Jalen Anderson, County Legislator

WHEREAS, the Missouri Highways and Transportation Commission (MoDOT) has determined that the intersection of 7 Highway with Stringtown and County Line Roads in Jackson County is in need of improvements and MODOT has prepared preliminary plans for these improvements; and,

WHEREAS, this plan includes work on the side intersecting roads, Stringtown and County Line, that are County-owned; and,

WHEREAS, MoDOT requests that the County execute an Agreement covering the work needed to improve the side roads and a Quit Claim Deed transferring a small portion of existing County right of way to MoDOT, at no cost to the County; and,

WHEREAS, during the improvement project, 7 Highway will have reduced speed and lane closures; and,

WHEREAS, MoDOT plans to complete the improvements by 2021; and,


WHEREAS, the execution of the Agreement and Deed with MoDOT is in the best interests of the health, welfare, and safety of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Agreement with, and Quit Claim Deed in favor of, MoDOT for the improvements to the 7 Highway/Stringtown and County Line Roads intersection.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20436 of May 26, 2020, was duly passed on June 1, 2020 by the Jackson County Legislature. The votes thereon were as follows:


Yeas 8

Nays 0

Abstaining 0

Absent 1

6-1-2020
Date


Mary Jo Spino, Clerk of Legislature

CCO Form: DE10
Approved: 01/99 (BDG)
Revised: 01/18 (BDG)
Modified: 12/19 (BDG)

County Agreement
Route: 7
County: Jackson
Job No.: J4S3326
Agreement No.: 2019-10-53793

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION COUNTY AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the County of Jackson, Missouri (hereinafter, "County").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route 7, Jackson County, Job No. J4S3326 shall consist of intersection safety improvements.

(2) IMPROVEMENT WITHIN COUNTY: The improvement within the County is located as follows:

Beginning at approximately station 151+48.23, north of Stringtown Road, to approximately station 162+77.13, south of Stringtown Road and approximately station 204+11.84, north of 155th Street (County Line Road), to approximately station 0+85.45, at 155th Street (County Line Road). The length of the improvement within the county is 1128.90 feet at Stringtown Road and 727.51 feet at 155th Street (County Line Road) for a total length of 1856.41 feet.

(3) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(4) PURPOSE: It is the intent of this Agreement that the Commission shall provide without cost to the County, except as otherwise provided in this Agreement, a highway for traffic in the County and the Commission shall so design and construct the highway to serve operating necessities and requirements of local and through traffic.

(5) RIGHT-OF-WAY USE: The County grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the County as necessary for construction and maintenance of said public improvement.

(6) CLOSE AND VACATE: The County shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans

(7) RIGHT-OF-WAY ACQUISITION:

(A) Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the clerk of the County and proceed to acquire at its expense, at no cost or expense to the County, any necessary right-of-way required for the construction of the improvement.

(B) The County agrees to convey to the Commission the portion of the County road system necessary for the improvement. The exact legal description of the County road system to be conveyed will be as it appears in the quitclaim deed. The Commission will file copies of the deed with the clerk of the County in where the county road is located.

(C) The portion of state highway covered by this Agreement shall be a normal access highway and rights of access between the highway and abutting property shall be procured and the cost classified as right-of-way cost and paid for by the Commission in the same manner as other right-of-way costs. Only such rights of ingress and egress shall be allowed as indicated on the plans approved by the Commission and FHWA.

(8) UTILITY RELOCATION:

(A) The Commission and the County shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the County is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the County will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) In cases of public utilities owned by the County which must be moved, adjusted, or altered to accommodate construction of this improvement, and such county-owned utilities, poles, wires, conduits, and pipes are located within the present county jurisdiction and located on an existing road, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the County will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the County except as otherwise provided. The County

shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the County in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's district engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the County in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the County for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(D) Should it be necessary to alter, relocate or adjust any county-owned utility facilities outside the present county limits on public right-of-way or on state highway right-of-way within or outside the county limits or within the right-of-way of a public way, the alteration, relocation, or adjustment shall be made by the County at its cost.

(E) The County agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's district engineer or his authorized representative. Similarly, the County will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's district engineer or his/her authorized representative. The County shall take whatever actions are necessary to assure compliance with this Subsection.

(9) LIGHTING: The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the County on the improvement without approval of the Commission.

(10) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting roads shall be under the exclusive jurisdiction and at the cost of the Commission. The County shall not install, operate, or maintain any traffic signals, signs or other traffic control devices

on the highway or on roads and highways at any point where they intersect this highway without approval of the Commission.

(11) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The County shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the County's authority and control of the storm sewer facilities or natural drainage involved.

(12) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(13) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the FHWA (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(14) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way, including right-of-way conveyed by the County to the Commission. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), county-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust county roads, the right-of-way acquired for these adjustments and connections, not acquired for the State Highway System, will be deeded to the County.

(15) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the County road system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this

Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The County shall perform or cause to be performed normal maintenance on the project site.

(16) COUNTY TO MAINTAIN: Upon completion of construction of this improvement, the County shall accept control and maintenance of the improved County road that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (15) above, not including right-of-way conveyed by the County to Commission, and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the County road system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the County road system under this Agreement shall cease upon completion of the improvement.

(17) POLICE POWERS: It is the intent of the parties to this Agreement that the County shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the County will enact, keep in force, and enforce only such regulations relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(18) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the County shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(19) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the County will take whatever actions are necessary to enforce this Section.

(20) WITHHOLDING OF FUNDS: In the event that the County fails, neglects, or refuses to enact, keep in force or enforce regulations specified or enacts regulations contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the County for compliance and the County's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the County.

(21) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

(22) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the County shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the County's wrongful or negligent performance of its obligations under this Agreement.

(B) The County will require any contractor procured by the County to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(23) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved on or between the duly authorized representatives of the County and Commission.

(24) COMMISSION REPRESENTATIVE: The Commission's District Engineer, Kansas City District is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(25) COUNTY REPRESENTATIVE: The County's Director of Public Works is designated as the County's representative for the purpose of administering the provisions of this Agreement. The County's representative may designate by written notice other persons having the authority to act on behalf of the County in furtherance of the performance of this Agreement.

(26) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the County:

Brian Gaddie, PE
Jackson County Director of Public Works
303 West Walnut Street
Independence, Missouri 64050
Phone No.: 816-881-4530

(B) To the Commission:

David Silvester, PE
District Engineer, Kansas City District
Missouri Department of Transportation
600 NE Colbern Road
Lee's Summit, MO 64086
Phone No.: 816-622-6500

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(27) ASSIGNMENT: The County shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(28) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(29) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The County shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(30) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or

benefits to anyone other than the Commission and the County.

(31) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(32) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the County this ____ day of _____, 2020.

Executed by the Commission this ____ day of _____, 2020.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

JACKSON COUNTY

By _____

By _____

Title _____

Title _____

ATTEST:

By _____

Title _____

Secretary to the Commission

By _____

APPROVED AS TO FORM:

Title _____

Commission Counsel

ATTEST:

By _____

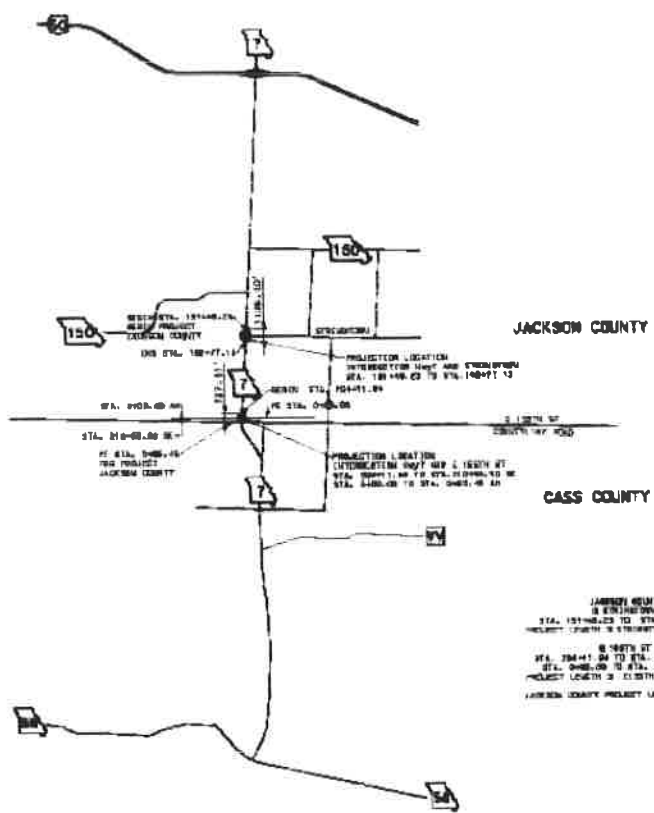
Title _____

APPROVED AS TO FORM:

By _____

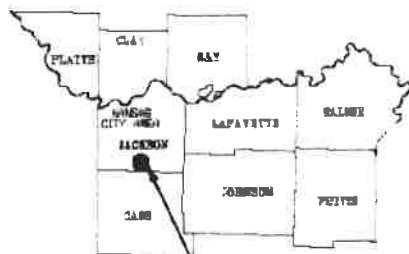
Title _____

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND SAVED.



JACKSON COUNTY
 IS DIVIDED
 STA. 154+00.00 TO STA. 154+00.00
 PROJECT LENGTH IS 0.00 ST.
 0.00 ST.
 STA. 154+00.00 TO STA. 154+00.00
 PROJECT LENGTH IS 0.00 ST.
 JACKSON COUNTY PROJECT LENGTH IS 0.00 ST.

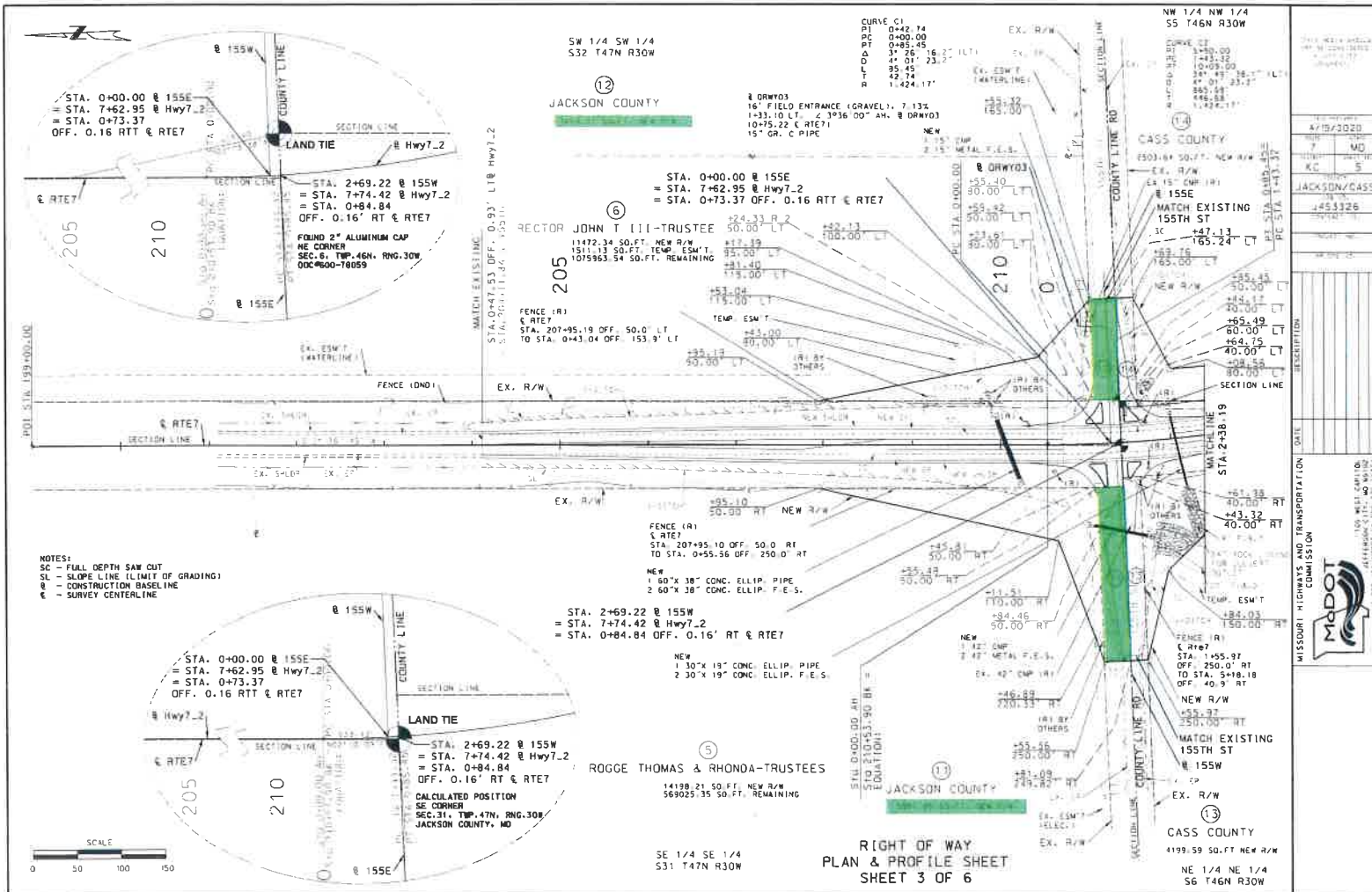
STATIONING BASED ON GROUND SURVEILLANCE



PROJECT LOCATION

EXHIBIT A
 CONTRACT BETWEEN
 MISSOURI HIGHWAYS AND TRANSPORTATION
 COMMISSION
 -AND-
 JACKSON COUNTY, MISSOURI
 JOB NO. J453326

NOT TO SCALE



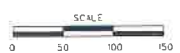
CURVE C1

| | |
|----|-----------|
| PI | 0+42.74 |
| PC | 0+00.00 |
| PT | 0+85.45 |
| DD | 37.26 |
| DA | 41.01 |
| L | 35.45 |
| T | 42.74 |
| R | 1,424.17' |

THIS SHEET INCLUDES ALL NECESSARY NOTES AND SPECIFICATIONS.

| | |
|-------------|--------------|
| DATE | 4/15/2020 |
| DRAWN BY | MD |
| CHECKED BY | MD |
| SCALE | 1" = 40' |
| PROJECT NO. | JACKSON/CASS |
| DATE | 4-15-2020 |
| SCALE | 1" = 40' |

NOTES:
 SC - FULL DEPTH SAW CUT
 SL - SLOPE LINE (LIMIT OF GRADING)
 @ - CONSTRUCTION BASELINE
 C - SURVEY CENTERLINE



MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

DATE: 4/15/2020
 DRAWN BY: MD
 CHECKED BY: MD
 SCALE: 1" = 40'
 PROJECT NO.: JACKSON/CASS
 DATE: 4-15-2020
 SCALE: 1" = 40'

RIGHT OF WAY
 PLAN & PROFILE SHEET
 SHEET 3 OF 6

CCO FORM: RW02
Approved: 6/93 (TLP)
Revised: 11/19 (JDS)
Modified:

COUNTY: Jackson
ROUTE: 7
PROJECT: J4S3326
PARCELS: 10, 11 & 12

QUITCLAIM DEED

THIS INDENTURE, made this ____ day of _____, 2020, between **Jackson County Missouri**, of the County of Jackson, State of Missouri, (hereinafter, Grantor), and the **STATE OF MISSOURI, acting by and through the MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION**, (hereinafter, Grantee).

Grantor(s)' Address: 415 E. 12th Street, Kansas City, MO 64106

Grantee's Address: 600 NE Colbern Road, Lee's Summit, MO 64086

WITNESSETH:

The said Grantor, in consideration of the sum of ONE and NO/100 DOLLARS (\$1.00), to it paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents remise, release, and forever QUITCLAIM unto said Grantee, its successors and assigns, the real estate and interests in real estate in the following described tracts in the County of Jackson, State of Missouri, and more particularly described in **Exhibit A-Legal Description**, attached hereto and made part hereof:

TRACT 10

All that part of Grantor's real property and real property rights and interest in a tract of land located in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 29 T47N R30W, and also being in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 32 T47N R30W, of the Fifth Principal Meridian; Containing 3,502.93 square feet, more or less, of land.

TRACT 11

All that part of Grantor's real property and real property rights and interest in a tract of land located in the SE¼ of the SE¼ of Section 31 T47N R30W, of the Fifth Principal Meridian; Containing 5,997.85 square feet, more or less, of land.

TRACT 12

All that part of Grantor's real property and real property rights and interest in a tract of land located in the SW¼ of the SW¼ of Section 32 T47N R30W, of the Fifth Principal; Containing 3,454.01 square feet, more or less, of land.

TO HAVE AND TO HOLD THE SAME, with all and singular rights, immunities, privileges, and appurtenances thereunto belonging, unto the said Grantee, its heirs, successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first written above.

JACKSON COUNTY MISSOURI

BY: _____
Frank White, Jr., Jackson County Executive

APPROVED AS TO FORM:

BY: _____
Bryan Covinsky, Jackson County Counselor

Title: _____
Mary Jo Spino, Clerk of the Jackson County Legislature

ACKNOWLEDGMENT BY COUNTY

STATE OF MISSOURI)
)
COUNTY OF JACKSON) ss

On this _____ day of _____, 2020, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ (title) of the County of Jackson and that the foregoing instrument was signed and sealed on behalf of the County of Jackson and that he/she acknowledged said instrument to be the free act and deed of the County of Jackson and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.



Notary Public

My Commission Expires: _____

Missouri Highways & Transportation Commission

Legal Description

Exhibit A

| | | | | |
|--|-------|----------------|---------------|---|
| County | Route | Project Number | Date Prepared | |
| Jackson | 7 | J4S3326 | 4/17/2020 | |
| Legal description contained on pages | | | 1 & 2 | Of 2 |
| Professional Land Surveyor | | | | |
| Print Name | | MO PLS Number | | |
| Christopher S Spears | | 2000148659 | | |
| Signature | | Date | | |
| Christopher S Spears | | 4/28/2020 | | |
|  Missouri Highways and Transportation Commission 105 West Capital, Jefferson City, MO 65102 888-ASK MODOT (888)275-6636 | | | | |
| | | | |  |
| | | | | Only the following legal descriptions contained in this "EXHIBIT A" are authenticated by this seal: |

ROW Tracts 10, 11 & 12

Missouri Highways & Transportation Commission

Legal Description

Exhibit A

COUNTY: JACKSON
ROUTE: 7
JOB #: J4S3326
PARCEL: 10, 11 & 12
GRANTOR(S): COUNTY OF JACKSON

Rte 7 Centerline @ Stringtown Rd

The Route 7 Survey Centerline is located and described as follows: Commencing at a Stone(Certified Land Corner Document#600-48736) at the South Quarter Corner of Section 30, T47N of the Baseline, R30W of the Fifth Principal Meridian, thence N 82°31'38" E a distance of 2691.87 feet to Route 7 Survey Centerline station 155+00.00 for the Point of Beginning of the following described Route 7 Survey Centerline; thence S 02°27'53" W a distance of 700.00 feet to Route 7 Survey Centerline station 162+00.00, said point being S 75°52'20" W a distance of 1376.24 feet from a 3/8" Iron Bar at the SW Corner of the SE1/4 of the SW1/4 of Section 29, T47N, R30W(Jackson County Document#2016E0099310).

Jackson County Tract 10 – Permanent Right of Way

All that part of Grantor's real property and real property rights and interest in a tract of land located in the SW¼ of the SW¼ of Section 29 T47N R30W, and also being in the NW¼ of the NW¼ of Section 32 T47N R30W, of the Fifth Principal Meridian and lying on the left or easterly side of the above described Existing Route 7 Surveyed Centerline at Stringtown Road, to wit: Beginning at a point 50.00 feet left of Station 158+33.87, which is a point on the easterly boundary of existing Route 7 and the northerly boundary of Stringtown Road; thence easterly, along said northerly boundary of Stringtown Road to a point 120.00 feet left of Station 158+31.01; thence southerly to a point 120.00 feet left of Station 158+81.05, which is a point on the southerly boundary of Stringtown Road; thence westerly along said southerly boundary to a point 50.00 feet left of Station 158+83.91, which is also a point on the easterly boundary of existing Route 7; thence northerly to the Point of Beginning; Containing 3,502.93 square feet, more or less, of land.

Rte 7 Centerline @ 155th Street

The Route 7 Survey Centerline is located and described as follows: Commencing at a 2" Aluminum Cap(Certified Land Corner Document#600-78059) located at the NE Corner of Section 6, T46N, R30W; thence North 02° 03' 38" West a distance of 639.40 feet to Route 7 Survey Centerline Station 205+00.00, for the Point of Beginning of the following described Route 7 Survey Centerline; thence S 02°26'45" W a distance of 553.90 feet to Route 7 Survey Centerline PC station 210+53.90BK/0+00.00AH; thence on a curve to the left, having a radius of 1424.17 feet, thru a central angle of 03°26'16", and arc distance of 85.45 feet to Route 7 Survey Centerline POC station 0+85.45BK/1+43.32AH; thence continuing on a curve to the left, having a radius of 1424.17 feet, thru a central angle of 34°49'38", and arc distance of 865.68 feet to Route 7 Survey Centerline PT station 10+09.00; thence S 35°49'09" E a distance of 500.00 feet to Route 7 Survey Centerline station 15+09.00, said point being S 22°56'52" E a distance of 1318.43 feet from a 2-inch Aluminum Cap(Certified Land Corner Document#600-78059) at the NE Corner of Section 6, T46N, R30W.

Jackson County Tract 11– Permanent Right of Way

All that part of Grantor's real property and real property rights and interest in a tract of land located in the SE¼ of the SE¼ of Section 31 T47N R30W, of the Fifth Principal Meridian and lying on the right or westerly side of the above described Existing Route 7 Surveyed Centerline at 155th Street, to wit: Beginning at a point 50.00 feet right of Station 0+55.48, which is a point on the westerly boundary of existing Route 7, and also a point on the northerly boundary of 155th Street; thence southerly along said westerly boundary of existing Route 7 to a point 50.00 feet right of Station 0+84.46, which is a point on the south section line of Section 31 T47N R30W, and also a point on the South boundary line of Jackson County; thence westerly along said South section line to a point 249.82 feet right of Station 0+81.09; thence northerly to a point 250.00 feet right of Station 0+55.56, which is a point on the northerly boundary of 155th Street; thence easterly along said boundary to the Point of Beginning; Containing 5,997.85 square feet, more or less, of land.

Jackson County Tract 12 – Permanent Right of Way

All that part of Grantor's real property and real property rights and interest in a tract of land located in the SW¼ of the SW¼ of Section 32 T47N R30W, of the Fifth Principal Meridian and lying on the left or easterly side of the above described Existing Route 7 Surveyed Centerline at 155th Street, to wit: Beginning at a point 50.00 feet left of Station 0+55.42, which is a point on the easterly boundary of existing Route 7 and the northerly boundary of 155th Street; thence easterly, along said northerly boundary of 155th Street to a point 165.00 feet left of Station 0+55.32; thence southerly to a point 165.24 feet left of Station 1+47.13, which is a point on the south Section line of Section 32 T47N R30W, and also a point on the South boundary line of Jackson County; thence westerly along said south Section line to a point 50.00 feet left of Station 1+85.45, which is also a point on the easterly boundary of existing Route 7; thence northerly to the Point of Beginning; Containing 3,454.01 square feet, more or less, of land.