

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Permanent Easement in favor of Kansas City Power and Light Company for the Lee's Summit Road Improvement Project.

RESOLUTION NO. 18713, February 9, 2015

INTRODUCED BY Greg Grounds, County Legislator

WHEREAS, the City of Lee's Summit, Missouri, desires to improve Lee's Summit Road from Colbern Road to Gregory; and,

WHEREAS, the County owns the property on each side of Lee's Summit Road south of Gregory; and,

WHEREAS, to accomplish the desired improvements, the City of Lee's Summit has notified the appropriate utilities of the need to relocate utility lines to the new right-of-way; and,

WHEREAS, Kansas City Power and Light Company, (KCP&L) has requested and the Acting Director of Public Works recommends, that the County execute the attached Permanent Easement in favor of KCP&L for this project; and,

WHEREAS, the execution of the attached Permanent Easement 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

attached Permanent Easement is hereby approved and that the County Executive is hereby authorized to execute on behalf of the County the Agreement and any other documents necessary to give effect to this Resolution.

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. 18713 of February 9, 2015, was duly passed on February 9, 2015 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 7

Nays 0

Abstaining 0

Absent 0

Excused 2

2.9.15
Date


Mary Jo Spino, Clerk of Legislature

S 18	/SW	QQ/Q
T 48	Jackson	County
R 31	Missouri	State

Res. 18713

EASEMENT CONVEYANCE

THIS EASEMENT, made and entered into this _____ day of _____, 2015, by and between **Jackson County** of Jackson County, Missouri "GRANTOR" and **Kansas City Power & Light Co. (KCP&L)** whose mailing address is PO Box 418679, Kansas City, MO. 64141-9679, and its and their affiliates, lessees, licensees, designees, successors and assigns, of **Jackson County, Missouri "GRANTEE"**.

After recording mail to: **KCP&L**
Right of Way Dept. F&M-2
PO Box 418679
Kansas City, MO 64141-9679

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby GRANTS, BARGAINS, SELLS AND CONVEYS to Grantee, its lessees, successors and assigns, the right, privilege and perpetual easement to enter upon the lands of Grantor as described below, to survey, construct, operate, patrol, inspect, maintain, alter, add wires, poles, cables, conduits, and pipes, repair, rebuild and remove, on, under and over the easement described below and in and upon all streets, roadways or highways abutting said lands, now or at any future time, lines for the transmission and distribution of electric energy, and for communication purposes, and all appurtenances and appliances necessary in connection therewith, together with the right of ingress and egress to and from said lines of GRANTEE over the lands of Grantor so that Grantee may go to and from said lines from the public roads adjacent to Grantors lands, which said lands of Grantor, situated in the County of Jackson, in the State of Missouri.

An easement over Grantor's land described as follows:

Various 15 feet wide tracts of land across a portion of the SW Quarter of Section 18, Township 48 North, Range 31 West, lying in both Kansas City and Jackson County, Missouri, more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 18; thence S 88° 13' 11" E along the North line of the Southwest Quarter of said Section 18, a distance of 235.70 feet; thence S 50° 49' 12" W, a distance of 131.10 feet to a point on the Easterly right-of-way line of Lee's Summit Road, as established on MoDOT Project STP 3301 (455), said point being 56.50 feet right or Easterly distant and opposite of centerline station 135+44.43 on Lee's Summit Road and the Point of Beginning of the tract of land to be herein described; thence along said Easterly right-of-way line the following courses and distances: thence S 8° 24' 06" W, a distance of 435.94 feet to a point of curvature; thence along a curve to the left, having a radius of 1593.50 feet, a central angle of 29° 31' 24", an arc distance of 821.09 feet to a point on the South line of the Northwest Quarter of the Southwest Quarter of said Section 18; thence S 88° 15' 35" E, along the South line of the Northwest Quarter of the Southwest Quarter of said Section 18 and no longer along said Easterly right of way line, a distance of 16.29 feet; thence Northerly and Northwesterly, 15 feet distant Easterly from and concentric with said Easterly right of way line, along a curve to the right, having an initial tangent bearing of N 21° 21' 05" W, a radius of 1578.5 feet, a central angle of 29° 45' 11", an arc distance of 819.70 feet to a point of tangency; thence continuing 15 feet distant Easterly from and parallel with said Easterly right of way line, N 8° 24' 06" E, a distance of 452.35 feet to a point on the existing Southerly right of way line of Little Blue Road, as it now exists; thence S 50° 49' 12" W, along said Southerly right of way line, a distance of 22.24 feet to the Point of Beginning, depicted in EXHIBIT A and incorporated herein.

And also,

Commencing at the Northwest corner of the Southwest Quarter of said Section 18; thence S 1° 56' 17" W, along the West line of the Southwest Quarter of said Section 18, a distance of 1107.14 feet; thence perpendicular to said West line, S 88° 03' 43" E, a distance of 19.63 feet to a point on the West right of way line of Lee's Summit Road, as established on MoDOT Project STP 3301 (455), said point being 51.50 feet left or Westerly distant and opposite of centerline station 125+21.80 on Lee's Summit Road and the Point of Beginning of the tract of land to be herein described; thence the following courses and distances along said Westerly right of way line; thence Southerly and Southeasterly, along a curve to the left, having an initial tangent bearing of S 11° 58' 17" E, a radius of 1701.50 feet, a central angle of 20° 33' 11", an arc distance of 610.36 feet to a point of tangency; thence S 32° 31' 28" E, a distance of 100.00 feet to a point of curvature; thence Southerly and Southeasterly, along a curve to the right, having a radius of 1148.50 feet, a central angle of 8° 21' 35", an arc distance of 167.57 feet to a point on the Northerly existing right of way line of Strother Road, as it now exists, said point being 51.50 feet left or Westerly distant and opposite of centerline station 116+53.15 on Lee's Summit Road, as established on MoDOT Project STP 3301 (455); thence along said Northerly right of way line of Strother Road, along a curve to the left, having an initial tangent bearing of S 60° 45' 51" W, a radius of 450 feet, a central angle of 1° 55' 15", an arc distance of 15.09 feet; thence Northerly and Northwesterly, along a curve to the left, being 15 feet distant Westerly from and concentric with the Westerly right of way line of Lee's Summit Road, having an initial tangent bearing of N 24° 05' 05" W, a

radius of 1133.50 feet, a central angle of $8^{\circ} 26' 23''$, an arc distance of 166.97 feet to a point of tangency; thence 15 feet distant and parallel with said Westerly right of way line, $N 32^{\circ} 31' 28'' W$, a distance of 100.00 feet to a point of curvature; thence 15 feet distant Westerly from and concentric with said Westerly right of way line, having a radius of 1716.50 feet, a central angle of $18^{\circ} 56' 02''$, an arc distance of 567.23 feet to a point on the existing Easterly right of way line of Lee's Summit Road according to the Jackson County Highway Engineering Department Project 23 (1929) and that portion of Lee's Summit Road to be relocated according to MoDOT Project STP 3301 (455); thence along said Easterly right of way line, $N 4^{\circ} 28' 17'' E$, a distance of 50.57 feet to the Point of Beginning, depicted in EXHIBIT B and incorporated herein.

And also,

Commencing at the Southwest corner of the Southwest Quarter of said Section 18; thence $N 1^{\circ} 56' 17'' E$, along the West line of said Southwest Quarter, a distance of 669.37 feet; thence perpendicular to said West line, $S 88^{\circ} 03' 43'' E$, a distance of 448.25 feet to a point on the Westerly right of way line of Lee's Summit Road, as established on MoDOT Project STP 3301 (455), said point being 51.50 feet left or Westerly distant and opposite of centerline station 115+53.68 on Lee's Summit Road and the Point of Beginning of the tract of land to be herein described; thence along said Westerly right of way line and along a curve to the right, having an initial tangent bearing of $S 19^{\circ} 20' 08'' E$, a radius of 1148.50 feet, a central angle of $4^{\circ} 22' 53''$, an arc distance of 87.83 feet; thence along a curve to the left, having an initial tangent bearing of $N 35^{\circ} 55' 02'' W$, a radius of 487.43 feet, a central angle of $3^{\circ} 44' 17''$, an arc distance of 31.80 feet; thence $S 50^{\circ} 20' 41'' W$, a distance of 3.31 feet; thence along a curve to the left, having an initial tangent bearing of $N 16^{\circ} 21' 56'' W$, a radius of 1133.50, a central angle of $2^{\circ} 55' 49''$, an arc distance of 57.97 feet to a point on the Southerly right of way line of Strother Road; thence $N 67^{\circ} 40' 06'' E$, along said Southerly right of way line, a distance of 15.02 feet to the Point of Beginning, depicted in EXHIBIT C and incorporated herein.

Grantee may erect and use gates in all fences which cross or which shall hereinafter cross the route of said lines. Grantee is given the right to trim, cut and clear away any trees, limbs and brush on or adjacent to the above-described easement whenever, in its judgment, such will interfere with or endanger the construction, operation or maintenance of said lines. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lands and shall repair any damage caused by its use thereof. All logs, limbs, or brush cut or trimmed by KCP&L shall be removed by KCP&L unless Grantee otherwise requests.

It being the intention of the parties hereto that Grantor is hereby granting the uses herein specified without divesting Grantor and heirs or assigns of the right to cultivate, use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no building shall be constructed on the easement without Grantee's written permission.

Title to said lines shall be and remain in said Grantee

TO HAVE AND TO HOLD said easement and rights aforesaid with all and singular, the rights, privileges, appurtenances, and immunities thereto belonging or in anyway appertaining unto Grantee its lessees, licensee, successors or assigns forever. This easement conveyance shall run with the land and shall be binding upon Grantor and Grantor's heirs, administrators, executors, successors and assigns. Grantor hereby covenants that Grantor is the owner(s) of the above-described land, subject to existing liens and right-of-way easements of record.

JACKSON COUNTY, MISSOURI

By: _____

Print Name: _____

Title: _____

ATTEST:

COUNTY CLERK (Seal)

ACKNOWLEDGMENT

STATE OF MISSOURI)
) Ss.
COUNTY OF JACKSON)

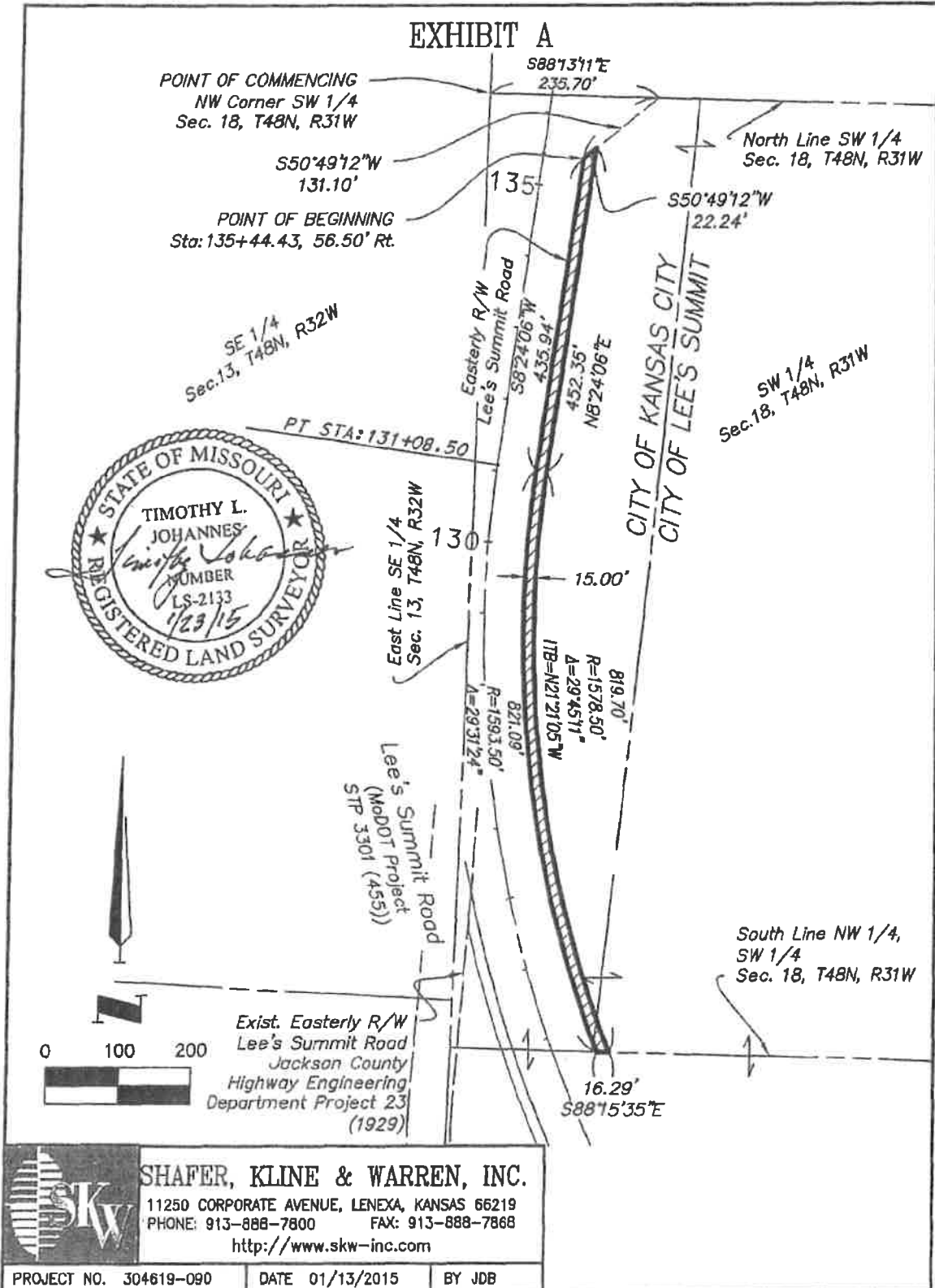
On this _____ day of _____, 2015, before me, the undersigned, a Notary Public within and for the County and State aforesaid, came _____, _____ of the **Jackson County, Missouri, and _____, County Clerk of said County,** who are personally known to me (or proved to me on the basis of satisfactory evidence) as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of same to be the act and deed of said City.

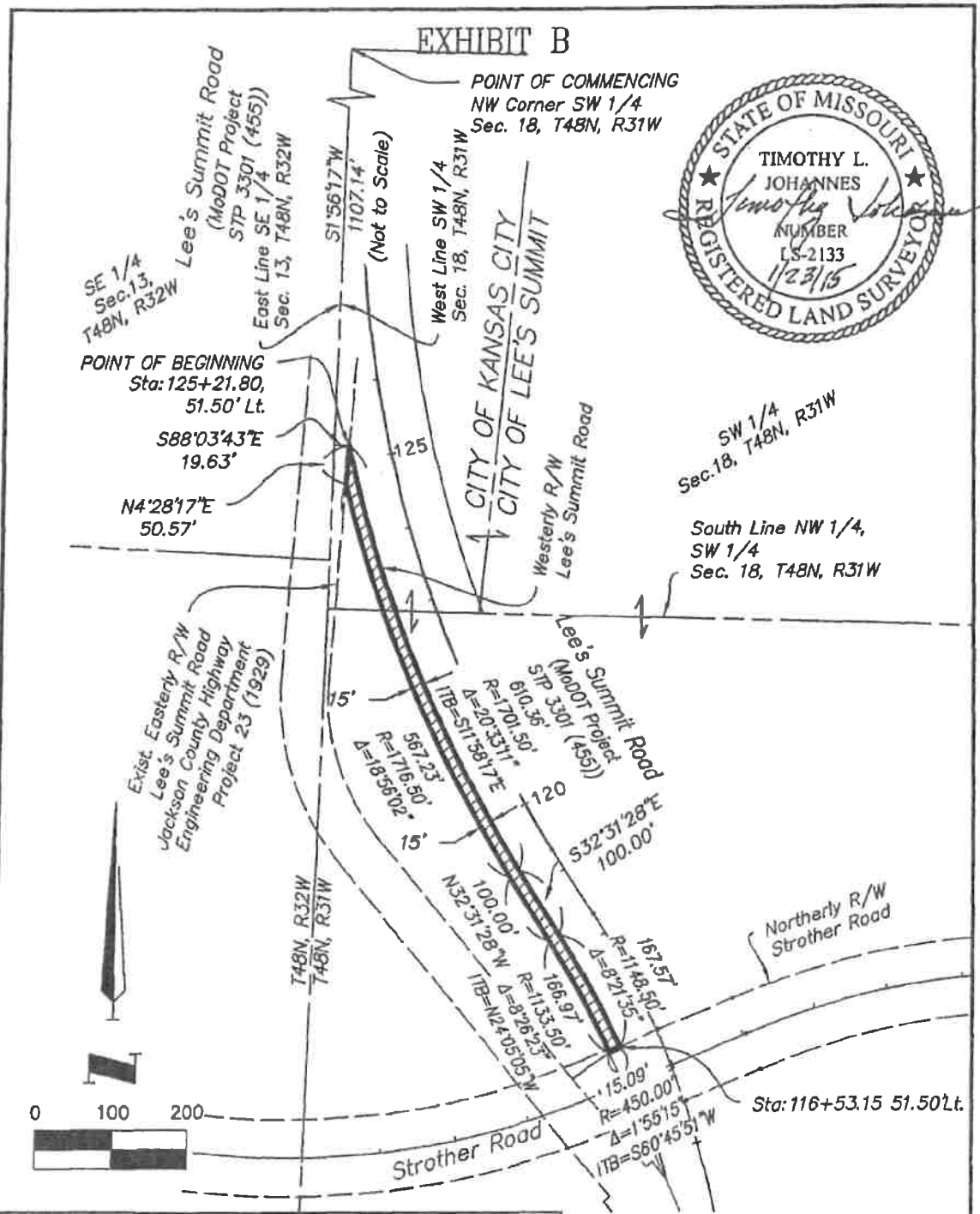
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

My Appointment Expires _____

Notary Public

EXHIBIT A





SKW SHAFER, KLINE & WARREN, INC.
11250 CORPORATE AVENUE, LENEXA, KANSAS 66219
PHONE: 913-888-7800 FAX: 913-888-7868
<http://www.skw-inc.com>

PROJECT NO. 304619-090	DATE 01/14/2015	BY JDB
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EXHIBIT C

