

Request for Legislative Action

Res. #21516
Sponsor: Charlie Franklin
Date: January 29, 2024

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	21516
Sponsor(s):	Charlie Franklin	Legislature Meeting Date:	1/29/2024

Introduction
Action Items: ['Authorize']
Project/Title:
A Resolution authorizing the County Executive to execute a permanent utility easement and a temporary construction easement in favor of the City of Raytown on and across a portion of the Rock Island Corridor, for a fee payable to the County.

Request Summary
We are requesting that the County Executive be authorized to execute an easement with the City of Raytown, Missouri, for a permanent drainage easement and a temporary construction easement. The permanent easement is 2,900 square feet. The City of Raytown has agreed to pay the \$2,000 administrative fee and the .20/square foot easment fee of \$580, bringing the total cost to \$2,580. The project does include a trail detour so the trail can remain open during construction. The easement will cause no further disruption of Park Operations.

Contact Information			
Department:	Parks + Rec	Submitted Date:	1/16/2024
Name:	Matt Davis	Email:	mdavis@jacksongov.org
Title:	Rock Island Program Manager	Phone:	816-403-4849

Budget Information			
Amount authorized by this legislation this fiscal year:			\$ 0
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
			!Unexpected End of Formula

Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	No
Chapter 10 Justification:	
Core 4 Tax Clearance Completed:	
Certificate of Foreign Corporation Received:	
Have all required attachments been included in this RLA?	

Compliance	
Certificate of Compliance	
Not Applicable	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: not spending money	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information
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Request for Legislative Action

History

Submitted by Parks + Rec requestor: Matt Davis on 1/16/2024. Comments:

Approved by Department Approver Susan I. Kinnaman on 1/16/2024 4:23:05 PM. Comments:

Not applicable by Purchasing Office Approver Lisa Honn on 1/17/2024 11:24:54 AM. Comments:
Approving for C Reich due to technical issue. -LH

Approved by Compliance Office Approver Ikeela Alford on 1/17/2024 12:12:16 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 1/17/2024 12:44:35 PM. Comments:

Approved by Executive Office Approver Sylvia Stevenson on 1/17/2024 3:01:31 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 1/25/2024 10:42:06 AM. Comments:



Public Works Department

10000 East 59th Street
Raytown, Missouri 64133
(816) 737-6012
www.raytown.mo.us



January 11, 2024

Ms. Michele Newman
Director of Parks + Rec
Jackson County, Missouri
415 E. 12th Street, 4M
Kansas City, MO 64106

re: 59th Street & Raytown Road Stormwater Improvement Project
Permanent Drainage Easement & Temporary Construction Easement request
Rock Island Railroad Right-of-Way

The City of Raytown has an existing stormwater system that crosses the Jackson County railroad right-of-way on 59th Street and Raytown Road. The City of Raytown was awarded a Stormwater Infrastructure federal grant from the American Rescue Plan Act (ARPA) funding. The City stormwater project will be removing the existing deteriorated corrugated metal stormwater pipes and concrete stormwater structures, and replacing this system with reinforced concrete pipe.

The City of Raytown Public Works Department is requesting a Permanent Drainage Easement and a Temporary Construction Easement from Jackson County for a portion of the Rock Island Railroad right-of-way in the vicinity of 59th Street & Raytown Road. This temporary construction easement will provide the City of Raytown, and our future contractor, the appropriate space to remove and replace the 60" diameter concrete stormwater pipe. The proposed permanent drainage easement contains 2,900 sq.ft., and the temporary construction easement contains 3,902 sq.ft. will expire on May 31, 2025.


There is a lack of alternatives in providing a different solution. Stormwater systems primarily follow the lay of the land, and this existing City stormwater system is deteriorating and in need of replacement in the same alignment is the best solution.

- The project plan is to also open cut across the Rock Island Trail at the intersection of 59th Street & Raytown Road, but this location is closer to Raytown Road. This will have us install a temporary trail connection during the project work.

- Another part of the project plan is to remove a section of the Rock Island Trail on the southeast corner of the intersection of 59th Street & Raytown Road. This will cause a week or so of trail closure, and trail detour.

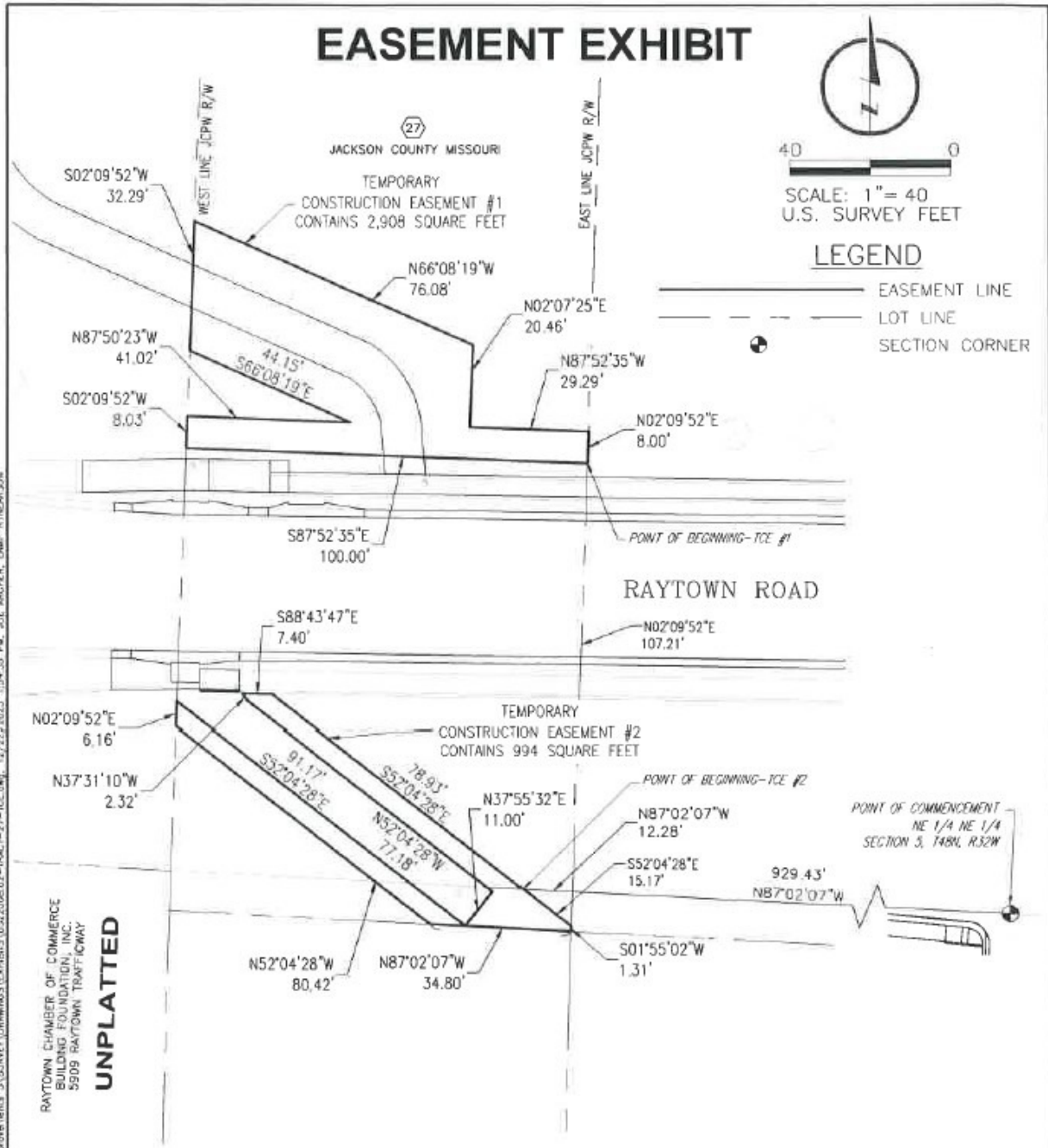
The City of Raytown acknowledges the Jackson County administrative fee of \$2000, and the Permanent Drainage easement fee of 2,900 sq.ft. x \$0.20 per sq.ft. = \$580. The temporary construction easement won't have a fee associated with it, along with no tree removals. These fees total \$2,580, and the City of Raytown will pay this amount at after execution of the agreements.

Sincerely,


Jason Hanson, City Engineer

Established in 1849 as Ray's Town
On the Santa Fe, California and Oregon Trail

Exhibit A – proposed Temporary Construction Easement Exhibit



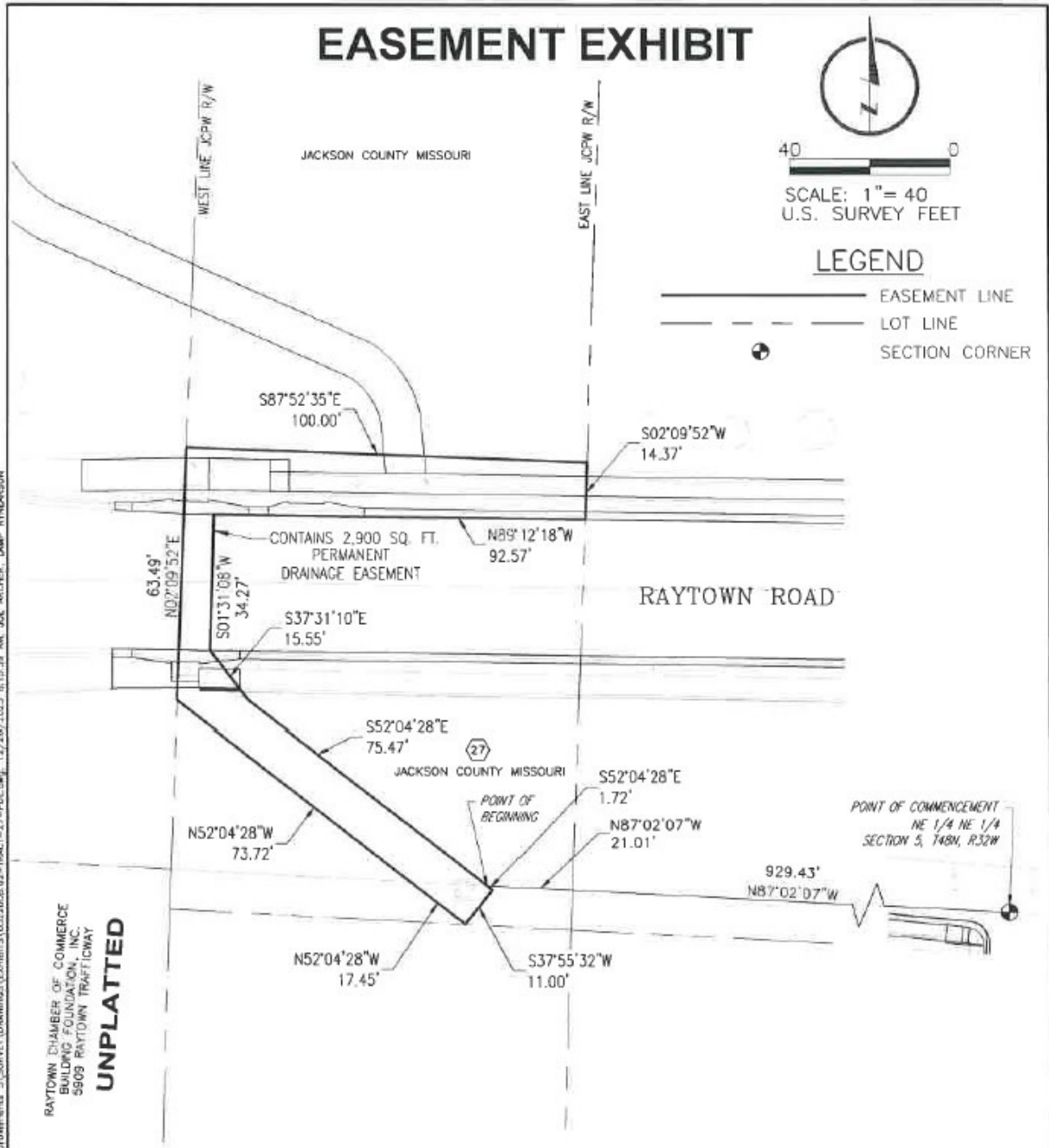
L:\Engineering\0322008.02 Raytown MO Storm System Improvements 516 GUNNERY DRIMMINGSS CHARBERS (0322008.02 -TRACT-37 -TCE.dwg, 12/22/2023 1:54:35 PM, JOE ARDREY, LAMP RYNEARSON

RAYTOWN CHAMBER OF COMMERCE
BUILDING FOUNDATION, INC.
5909 RAYTOWN TRAFFICWAY
UNPLATTED

SHEET 2 OF 2

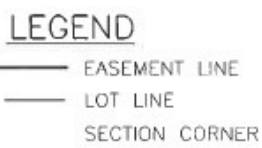
 LAMP RYNEARSON LAMP RYNEARSON.COM	OMAHA, NEBRASKA 1412 M. COLEMAN ST. SW 401480000 FORT COLLINS, COLORADO 4700 W. WILSON ST. 805010000000 KANSAS CITY, MISSOURI 401 W. 10TH ST. 641110000000	DESIGNER / DRAFTER KMG/JEA REVIEWER CHRIS RUSH PROJECT NUMBER 0322008.02 DATE 12/22/2023 MO CERT. OF AUTHORITY E-2013011903 LS-2019043127 KS CERT. OF AUTHORITY E-874 LS-350	TEMPORARY CONSTRUCTION EASEMENT EXHIBIT
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Exhibit B – proposed Permanent Drainage Easement Exhibit



C:\Engineering\0322008.02 Raytown MO Storm System Improvements 5\SURVEY\DRAWINGS\EXHIBITS\0322008.02-TRAFFIC-27-PDE.dwg, 12/26/2023 8:15:39 AM JOE ARTHUR, LAMP RYNEARSON

RAYTOWN CHAMBER OF COMMERCE
BUILDING FOUNDATION, INC.
8803 RAYTOWN TRAFFICWAY
UNPLATTED



SHEET 2 OF 2

<p>LAMP RYNEARSON</p> <p>LAMPRYNEARSON.COM</p>	<p><small>OMAHA, NEBRASKA</small> 1715 N 20222ND ST 68134-4814 <small>FORT COLLINS, COLORADO</small> 8100 ROCKY MOUNTAIN AVE 80504-2024 <small>KANSAS CITY, MISSOURI</small> 809 S 115TH AVE, SUITE 200 64114-1412</p>	<p>DESIGNER / DRAFTER KMG/JEA</p> <p>REVIEWER CHRIS RUSH</p> <p>PROJECT NUMBER 0322008.02</p> <p>DATE 12/26/2023</p> <p>MO CERT. OF AUTHORITY E-2013011903 LS-2019043127</p> <p>KS CERT. OF AUTHORITY E-874 LS-350</p>	<p>PERMANENT DRAINAGE EASEMENT EXHIBIT</p>
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Exhibit C – Construction plan view screenshots

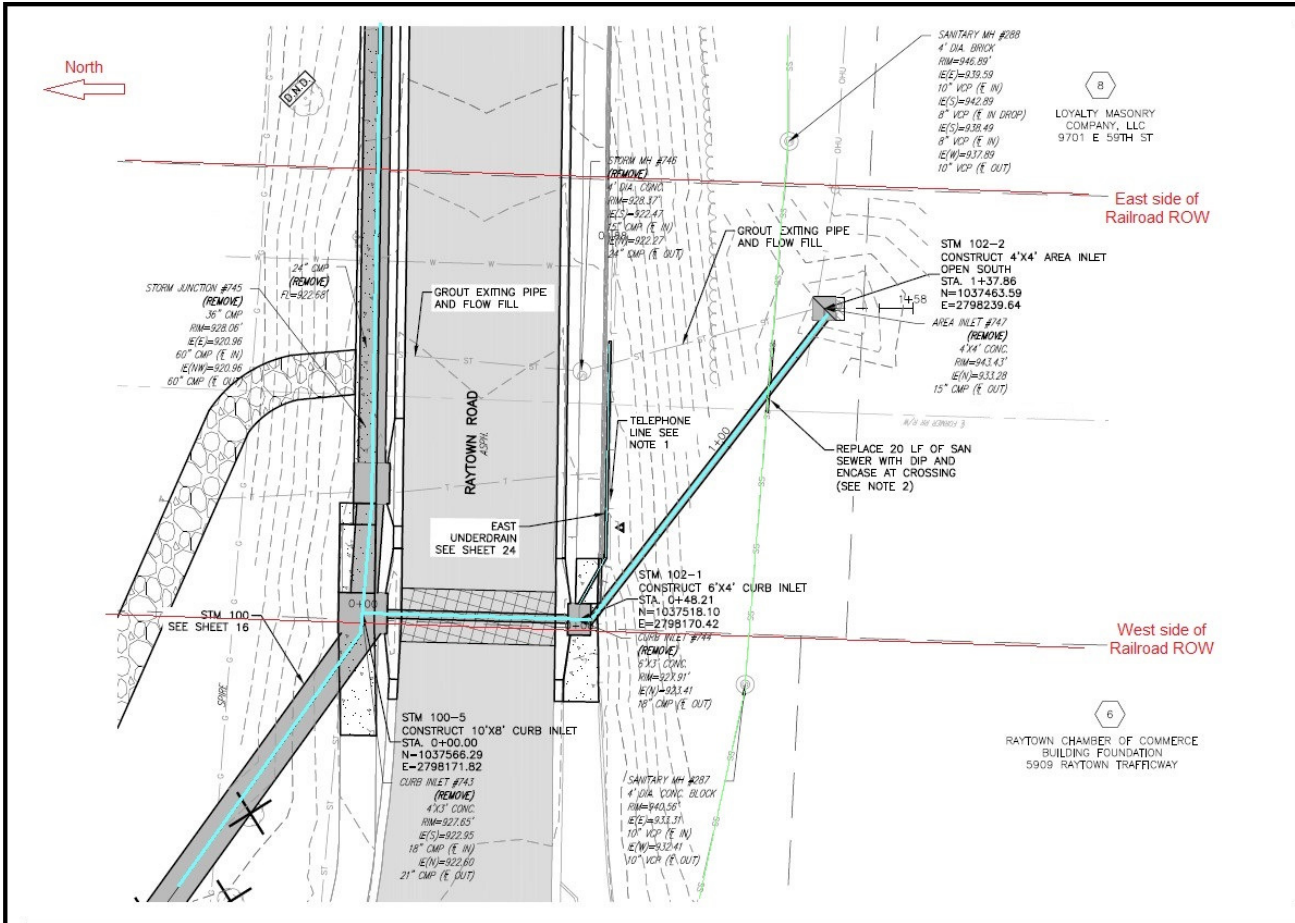
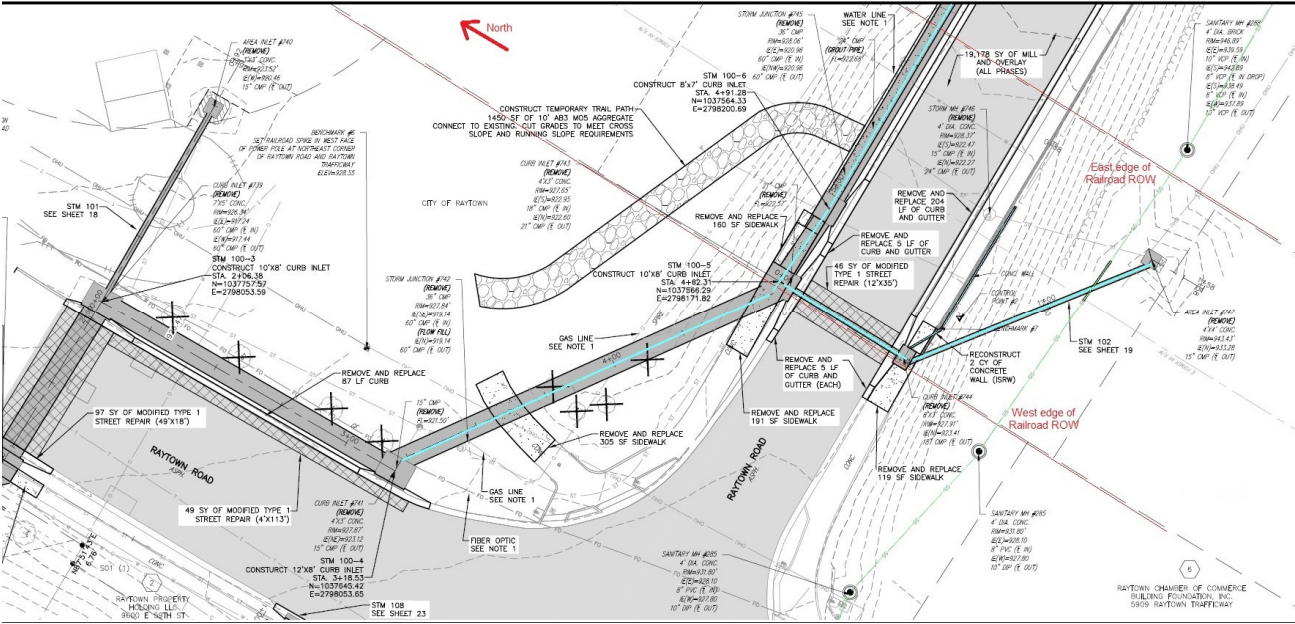


Exhibit D – Easement Area Location Map

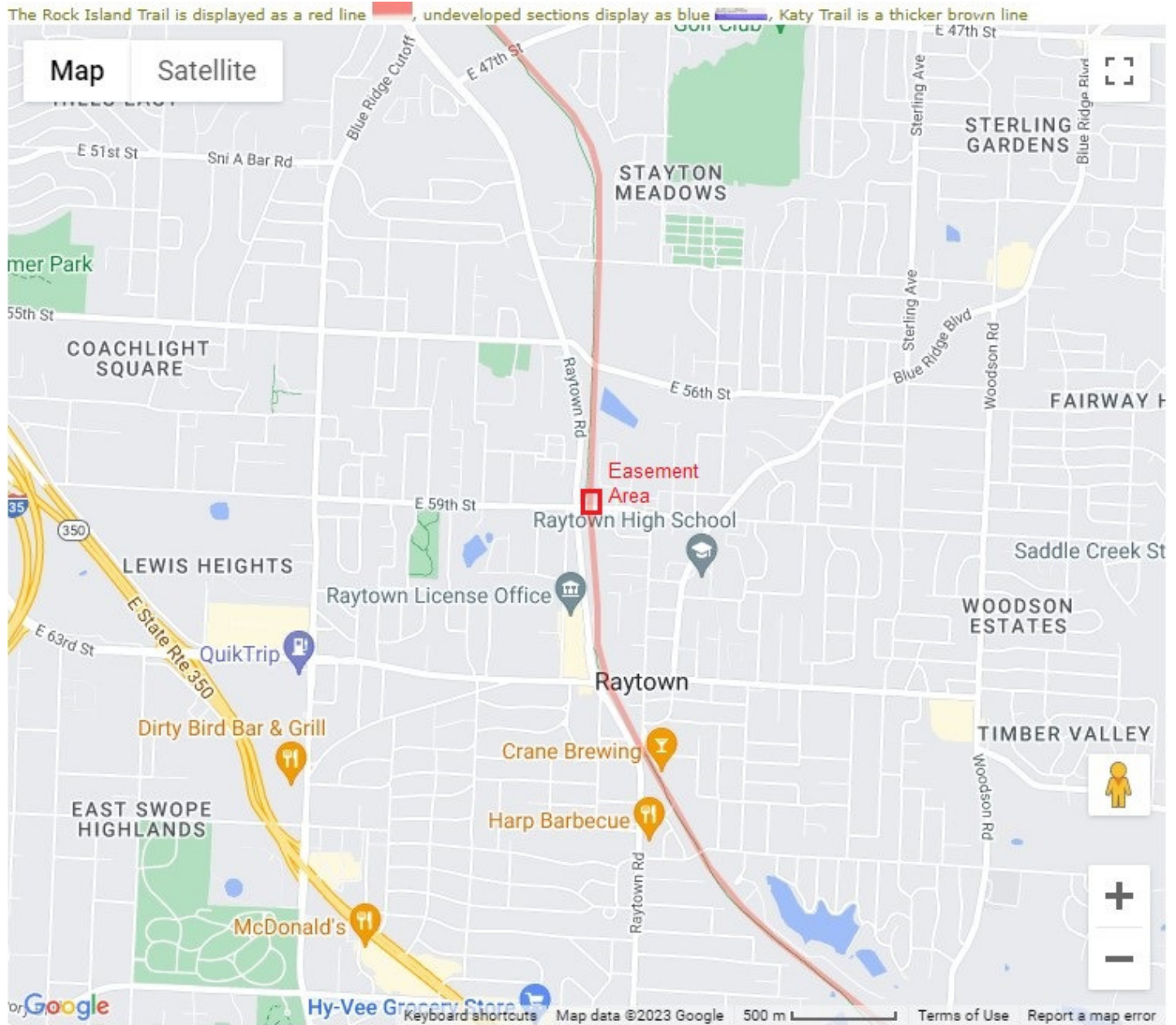


Exhibit E – 2023 Aerial Photo of the Railroad ROW area



Exhibit F – Google Street View image of the Railroad ROW area



Permanent Drainage Easement
No Site Address
Raytown Road & 59th Storm Sewer Improvements Project No.
SWM-2022-01

STORM SEWER 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 City of Raytown, Missouri, a Municipal Corporation of Jackson County, Missouri, with a mailing address of 10000, E 59th 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 storm 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 storm sewer lines, underground pipe, and all necessary appurtenances on the property described 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 storm 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 the Raytown Public Works Department.

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 Raytown, 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:

ATTACHMENT "A"

PERMANENT DRAINAGE EASEMENT

LEGAL DESCRIPTION

ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 49 NORTH AND ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 48 NORTH, ALL IN RANGE 32 WEST OF THE FIFTH PRINCIPAL MERIDIAN, SITUATE IN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 5; THENCE NORTH 87°02'07" WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 929.43 FEET TO THE INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE FORMER CHICAGO, ROCK ISLAND, AND PACIFIC RAILROAD AS SHOWN IN A BOUNDARY SURVEY FILED WITH THE JACKSON COUNTY, MISSOURI RECORDER OF DEEDS AS INSTRUMENT NO. 2016E0119900, NOW BEING A RIGHT-OF-WAY OWNED AND MAINTAINED BY JACKSON COUNTY, MISSOURI PUBLIC WORKS (JCPW); THENCE NORTH 87°02'07" WEST, CONTINUING ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 21.01 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 52°04'28" EAST, DEPARTING THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1.72 FEET; THENCE SOUTH 37°55'32" WEST A DISTANCE OF 11.00 FEET; THENCE NORTH 52°04'28" WEST A DISTANCE OF 17.45 FEET TO THE INTERSECTION OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE CONTINUING NORTH 52°04'28" WEST A DISTANCE OF 73.72 FEET TO THE INTERSECTION WITH THE WEST LINE OF SAID JCPW RIGHT-OF-WAY; THENCE NORTH 2°09'52" EAST, ALONG THE WEST LINE OF SAID JCPW RIGHT-OF-WAY, A DISTANCE OF 63.49 FEET; THENCE SOUTH 87°52'35" EAST, DEPARTING WEST LINE OF SAID JCPW RIGHT-OF-WAY, A DISTANCE OF 100.00 FEET TO THE EAST LINE THEREOF; THENCE SOUTH 2°09'52" WEST, ALONG THE EAST LINE OF SAID JCPW RIGHT-OF-WAY, A DISTANCE OF 14.37 FEET; THENCE NORTH 89°12'18" WEST, DEPARTING THE EAST LINE OF SAID JCPW RIGHT-OF-WAY, A DISTANCE OF 92.57 FEET; THENCE SOUTH 1°31'08" WEST A DISTANCE OF 34.27 FEET; THENCE SOUTH 37°31'10" EAST A DISTANCE OF 15.55 FEET; THENCE SOUTH 52°04'28" EAST A DISTANCE OF 75.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,900 SQUARE FEET, MORE OR LESS.

THE BEARINGS IN THIS DESCRIPTION ARE BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE, NAD83.



This description prepared by:
Kellan M. Gregory, MO PLS #2011001372
Lamp Rynearson
9001 State Line Road
Kansas City, Missouri 64114
MO COA #2019043127

SHEET 1 OF 2

LAMP RYNEARSON
LAMPRYNEARSON.COM

OMAHA, NEBRASKA
14713 W. DODD RD. STE. 130, 425.4796.2498
FORT COLLINS, COLORADO
4715 ROCKY MOUNTAIN DR. STE. 100, 970.3129.2342
KANSAS CITY, MISSOURI
9001 STATE LINE RD. STE. 255, 816.351.0442

DESIGNER / DRAFTER

KMG/JEA

REVIEWER

CHRIS RUSH

PROJECT NUMBER

0322008.02

DATE

12/22/2023

MO CERT. OF AUTHORITY

E-2013011903 | LS-2019043127

KS CERT. OF AUTHORITY

E-874 | LS-350




LEGAL
DESCRIPTION

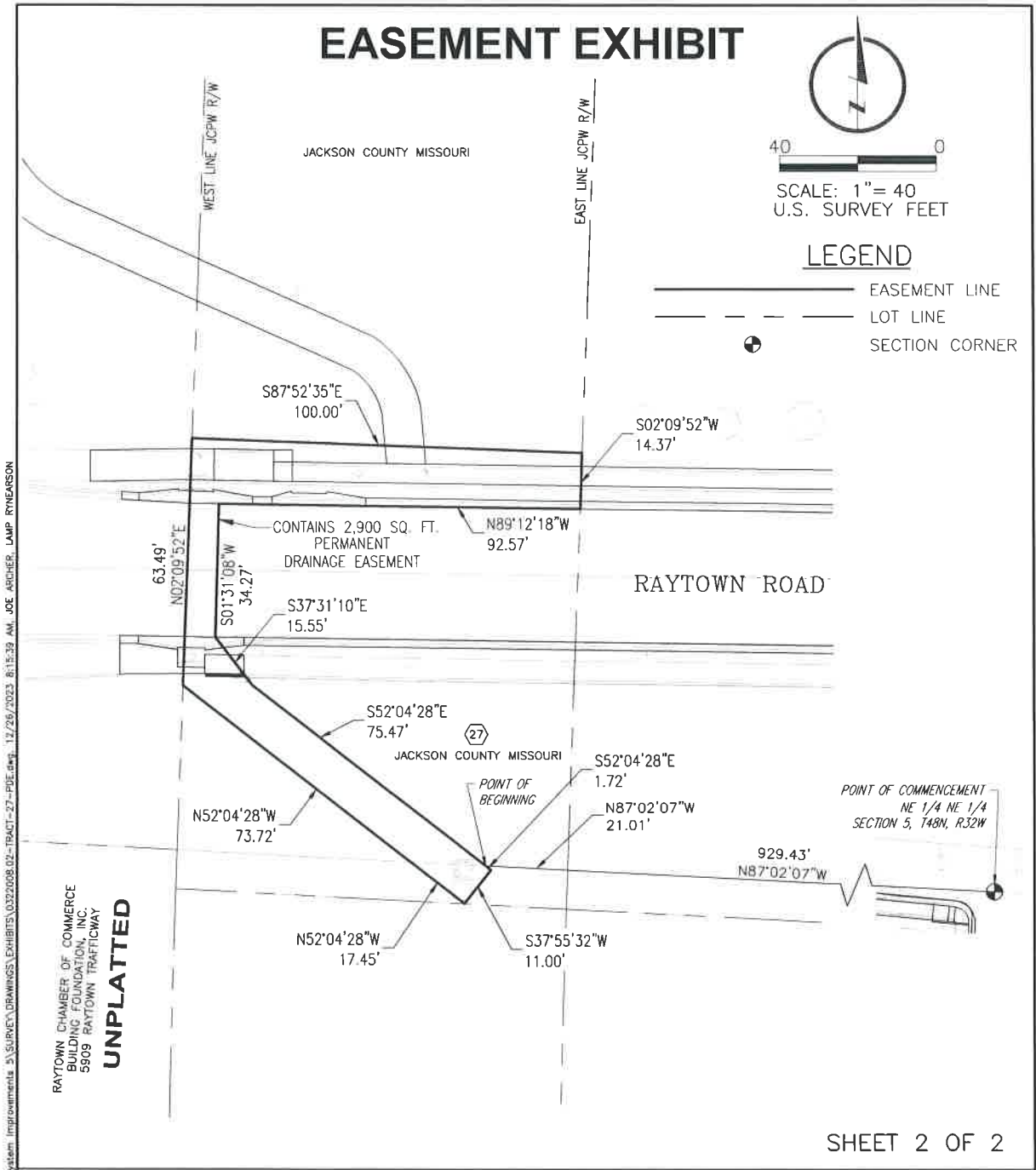
EASEMENT EXHIBIT



40 0
SCALE: 1" = 40
U.S. SURVEY FEET

LEGEND

-  EASEMENT LINE
-  LOT LINE
-  SECTION CORNER



I:\Engineering\0322008.02_Raytown_MO_Storm_System_Improvements\3\SURVEY\DRAWINGS\EXHIBITS\0322008.02-TRACT-27-PDE.dwg 12/26/2023 8:15:39 AM JOE ARCHER, LAMP RYNEARSON

RAYTOWN CHAMBER OF COMMERCE
BUILDING FOUNDATION, INC.
5809 RAYTOWN TRAFFICWAY
UNPLATTED

SHEET 2 OF 2

LAMP RYNEARSON
LAMP RYNEARSON.COM

OMAHA, NEBRASKA
14713 W 0000E RD STE 100 JOE 405 2499 2499
FORT COLLINS, COLORADO
4715 FRANKLIN BLVD STE 100 970 370 5342
KANSAS CITY, MISSOURI
6001 STATE LANE RD STE 200 816 351 0440

DESIGNER / DRAFTER KMG/JEA
REVIEWER CHRIS RUSH
PROJECT NUMBER 0322008.02
DATE 12/26/2023
MO CERT. OF AUTHORITY E-2013011903 LS-2019043127
KS CERT. OF AUTHORITY E-874 LS-350

PERMANENT
DRAINAGE
EASEMENT
EXHIBIT

Temporary Construction Easement
No Site Address
Raytown Road & 59th Storm Sewer Improvements Project No.
SWM-2022-01

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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 temporary and non-exclusive easement for the construction, operation, maintenance, repair, replacement and removal of storm sewer pipe lines, and appurtenances thereto, including the right and privilege at any time until May 31, 2025 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:

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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:

ATTACHMENT "A"

TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION

ALL THOSE PARTS OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 49 NORTH AND THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 48 NORTH, ALL IN RANGE 32 WEST OF THE FIFTH PRINCIPAL MERIDIAN, SITUATE IN THE CITY OF RAYTOWN, JACKSON COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS:

TCE #1: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 48 NORTH, RANGE 32 WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE NORTH 87°02'07" WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 929.43 FEET TO THE INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE FORMER CHICAGO, ROCK ISLAND, AND PACIFIC RAILROAD AS SHOWN IN A BOUNDARY SURVEY FILED WITH THE JACKSON COUNTY, MISSOURI RECORDER OF DEEDS AS INSTRUMENT NO. 2016E0119900, NOW BEING A RIGHT-OF-WAY OWNED AND MAINTAINED BY JACKSON COUNTY, MISSOURI PUBLIC WORKS (JCPW); THENCE NORTH 2°09'52" EAST, ALONG THE EAST LINE OF SAID JCPW RIGHT-OF-WAY, A DISTANCE OF 107.21 FEET TO THE POINT OF BEGINNING; THENCE NORTH 2°09'52" EAST, CONTINUING ALONG THE EAST LINE OF SAID JCPW RIGHT-OF-WAY, A DISTANCE OF 8.00 FEET; THENCE NORTH 87°52'35" WEST, DEPARTING THE EAST LINE OF SAID JCPW RIGHT-OF-WAY, A DISTANCE OF 29.29 FEET; THENCE NORTH 2°07'25" EAST A DISTANCE OF 20.46 FEET; THENCE NORTH 66°08'19" WEST A DISTANCE OF 76.08 FEET TO THE INTERSECTION WITH THE WEST LINE OF SAID JCPW RIGHT-OF-WAY; THENCE SOUTH 2°09'52" WEST, ALONG THE WEST LINE OF SAID JCPW RIGHT-OF-WAY, A DISTANCE OF 32.29 FEET; THENCE SOUTH 66°08'19" EAST, DEPARTING THE WEST LINE OF SAID JCPW RIGHT-OF-WAY, A DISTANCE OF 44.15 FEET; THENCE NORTH 87°50'23" WEST A DISTANCE OF 41.02 FEET TO THE INTERSECTION WITH THE WEST LINE OF SAID JCPW RIGHT-OF-WAY; THENCE SOUTH 2°09'52" WEST, ALONG THE WEST LINE OF SAID JCPW RIGHT-OF-WAY, A DISTANCE OF 8.03 FEET; THENCE SOUTH 87°52'35" EAST, DEPARTING THE WEST LINE OF SAID JCPW RIGHT-OF-WAY, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING CONTAINING 2,908 SQUARE FEET, MORE OR LESS.

AND ALSO

TCE #2: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 48 NORTH, RANGE 32 WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE NORTH 87°02'07" WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 929.43 FEET TO THE INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE FORMER CHICAGO, ROCK ISLAND, AND PACIFIC RAILROAD AS SHOWN IN A BOUNDARY SURVEY FILED WITH THE JACKSON COUNTY, MISSOURI RECORDER OF DEEDS AS INSTRUMENT NO. 2016E0119900, NOW BEING A RIGHT-OF-WAY OWNED AND MAINTAINED BY JACKSON COUNTY, MISSOURI PUBLIC WORKS (JCPW); THENCE NORTH 87°02'07" WEST, CONTINUING ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 12.28 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 52°04'28" EAST, DEPARTING THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 15.17 FEET TO THE INTERSECTION WITH THE EAST LINE OF SAID JCPW RIGHT-OF-WAY; THENCE SOUTH 1°55'02" WEST, ALONG THE EAST LINE OF SAID JCPW RIGHT-OF-WAY, A DISTANCE OF 1.31 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF E. 59TH STREET, AS NOW ESTABLISHED; THENCE NORTH 87°02'07" WEST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID E. 59TH STREET, A DISTANCE OF 34.80 FEET; THENCE NORTH 52°04'28" WEST, DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID E. 59TH STREET, A DISTANCE OF 80.42 FEET TO THE INTERSECTION WITH THE WEST LINE OF SAID JCPW RIGHT-OF-WAY; THENCE NORTH 2°09'52" EAST, ALONG THE WEST LINE OF SAID JCPW RIGHT-OF-WAY, A DISTANCE OF 6.16 FEET; THENCE SOUTH 52°04'28" EAST, DEPARTING THE WEST LINE OF SAID JCPW RIGHT-OF-WAY, A DISTANCE OF 91.17 FEET; THENCE NORTH 37°55'32" EAST A DISTANCE OF 11.00 FEET; THENCE NORTH 52°04'28" WEST A DISTANCE OF 77.18 FEET; THENCE NORTH 37°31'10" WEST A DISTANCE OF 2.32 FEET; THENCE SOUTH 88°43'47" EAST A DISTANCE OF 7.40 FEET; THENCE SOUTH 52°04'28" EAST A DISTANCE OF 78.93 FEET TO THE POINT OF BEGINNING CONTAINING 994 SQUARE FEET, MORE OR LESS.

THE BEARINGS IN THIS DESCRIPTION ARE BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE, NAD83.

This description prepared by:
Kellan M. Gregory, MO PLS #2011001372
Lamp Rynearson
9001 State Line Road
Kansas City, Missouri 64114
MO COA #2019043127



SHEET 1 OF 2

L:\Engineering\0322008.02 -Raytown, MO -Sturm, System Improvements -SURVEY\DRAWINGS\EXHIBITS\0322008.02-TWENTY-23-ICE.dwg, 12/22/2023 1:35:38 PM, JOE ARCHER, LAMP RYNEARSON

 LAMP RYNEARSON LAMP RYNEARSON.COM	OMAHA, NEBRASKA 14713 W DOODGE RD STE. 100 402.499.2498 FORT COLLINS, COLORADO 4715 PARK AVENUE DR STE. 100 970.225.0342 KANSAS CITY, MISSOURI 9001 STATE LINE RD. STE. 200 816.351.0440	DESIGNER / DRAFTER KMG/JEA REVIEWER CHRIS RUSH PROJECT NUMBER 0322008.02 DATE 12/22/2023 MO CERT. OF AUTHORITY E-2013011903 LS-2019043127 KS CERT. OF AUTHORITY E-874 LS-350	LEGAL DESCRIPTION
	LAMP RYNEARSON 9001 STATE LINE ROAD KANSAS CITY, MISSOURI 64114 MO COA #2019043127		

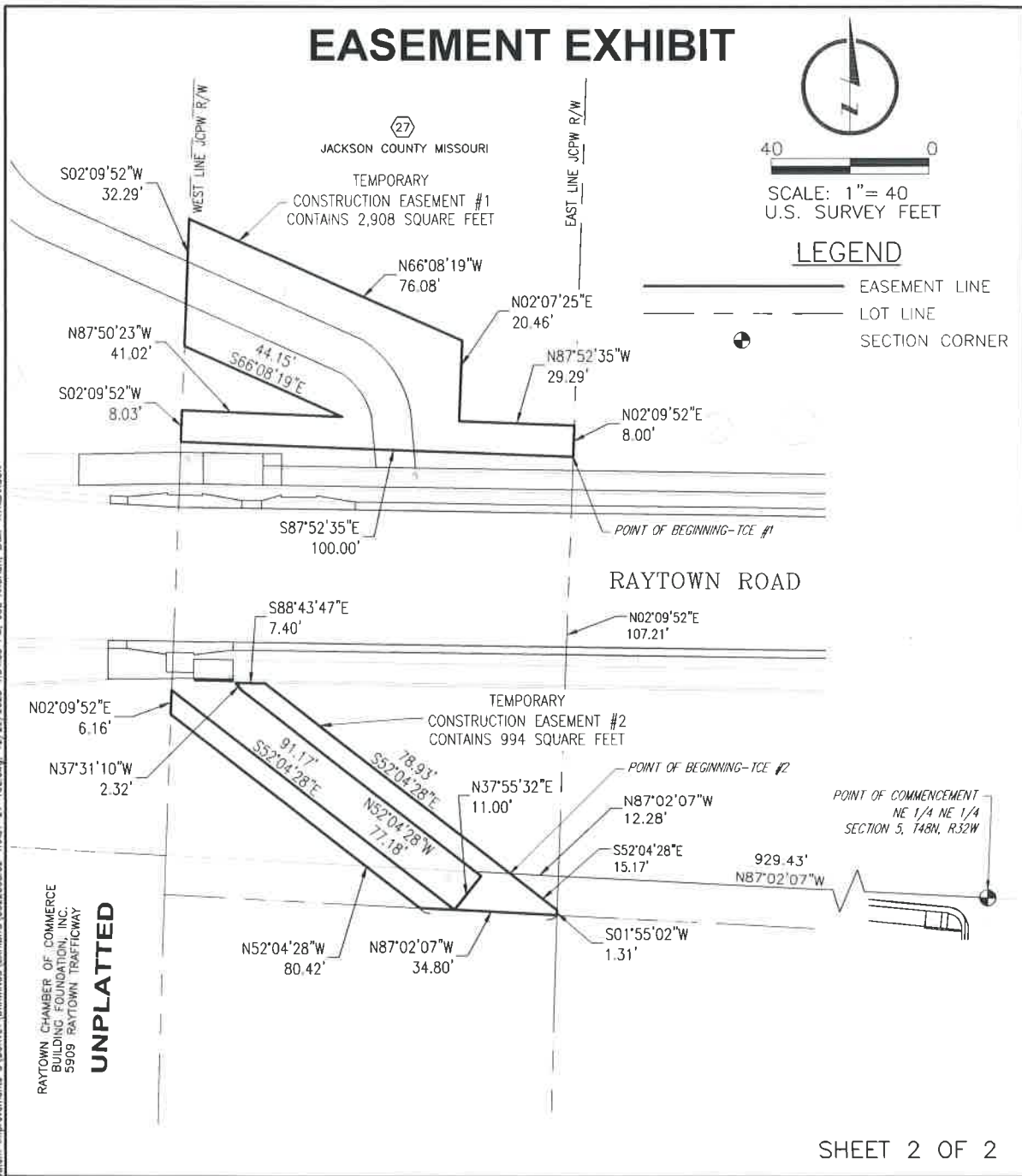
EASEMENT EXHIBIT



40 0
SCALE: 1" = 40
U.S. SURVEY FEET

LEGEND

- EASEMENT LINE
- LOT LINE
- SECTION CORNER



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SHEET 2 OF 2

 LAMP RYNEARSON LAMP RYNEARSON.COM	OMAHA, NEBRASKA 14710 W 200TH RD STE 100 452-491-2498	DESIGNER / DRAFTER KMG/JEA	TEMPORARY CONSTRUCTION EASEMENT EXHIBIT
	FORT COLLINS, COLORADO 4715 FORT ABERDEEN STE 100 970-225-3342	REVIEWER CHRIS RUSH	
KANSAS CITY, MISSOURI 9301 STATE LINE RD STE 200 816-351-2442		PROJECT NUMBER 0322008.02	
		DATE 12/22/2023	
		MO CERT. OF AUTHORITY E-2013011903 LS-2019043127	
		KS CERT. OF AUTHORITY E-874 LS-350	