

TEMPORARY CONSTRUCTION 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 Canadian Pacific Kansas City Railway, a Municipal Corporation of Jackson County, Missouri, with a mailing address of 427 West 12th Street Kansas City, MO 64105, **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 Temporary Construction Easement for use in the establishment, building and construction of public streets, alleys, roadways and thoroughfares (together with all necessary appurtenances thereto) and widening, re-establishment, reconstruction, and repair of existing streets, alleys, thoroughfares, and roadways; the construction, reconstruction and repair of sanitary sewer lines, water lines, storm sewers, drainage ditches, waterways, and other municipal projects; on, over, under, and across the following described land in the County of Jackson, and the State of Missouri, hereinafter referred to as the "Easement Area", to-wit:

See Attached Exhibit "A" for Legal

GRANTEE, its employees and duly authorized agents, its contractors and their employees shall have the right to enter upon above described land at any and all times to construct, build, repair, survey; operate and store machinery and equipment; establish, alter and change grade and contour of the land; remove trees, brush, shrubbery, bushes, permanent structures and personal property

including fences; and to use land for all reasonable purposes during the construction period of the project, and for ninety (90) days thereafter, at which time all rights of **GRANTEE** herein conveyed in above described land shall terminate and cease.

GRANTEE, agrees that it will restore, replace, relocate, and repair all existing permanent improvements located within the easement area, which are damaged or temporarily removed during the course of construction. Such replacements shall include driveways, sidewalks, steps, fences, and utility installations, and **GRANTEE** shall grade, seed or sod, and restore yard areas damaged by said construction work. Such restoration and replacement shall be at the sole expense of the **GRANTEE**, and shall be of substantially equal value to existing improvements.

GRANTEE, agrees that it will adequately protect the public from all hazards caused by any/all construction activities performed by the **GRANTEE** or contractors hired by the **GRANTEE** for the duration of this agreement. A system of hazard warning signs, barricades, construction fencing, markers and control signs shall be used and maintained by the **GRANTEE** to alert and protect the public from potential dangers.

GRANTOR herewith acknowledges receipt of a good and sufficient consideration to compensate for any and all damage suffered or to be suffered or sustained by them as a result of removal of trees, shrubs and other permanent improvements on the easement herein described, other than those to be replaced, if any, as herein provided, together with any and all damages suffered or to be suffered or sustained by **GRANTOR** as a result of the relocation, construction, or maintenance of the facilities to be built by **GRANTEE** and any and all other damage suffered or to be suffered or sustained by **GRANTOR** as a result of the use of this easement by **GRANTEE** or its contractors, employees and agents.

IN WITNESS WHEREOF, the said **GRANTOR**, Jackson County, has caused these presents to be signed by its County Executive and attested by its Clerk of the County Legislature, and its County Seal to be hereunto affixed 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 ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this _____ day of _____, 2024, 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:

My Commission Expires:
