



O. 5220

LEE'S SUMMIT MISSOURI

January 16, 2019

Ms. Michelle Newman
Director, Jackson County Parks and Recreation
22807 Woods Chapel Road
Blue Springs, MO 64015

**Re: City of Lee's Summit
Cedar Creek Interceptor, Phase 3**

Dear Ms. Newman:

The City of Lee's Summit is currently designing and acquiring easements for the construction of a 27-inch sanitary sewer interceptor in the vicinity of Longview Road between Ward Road and Pryor Road. In order to complete this project, we will need to obtain an easement for our sanitary sewer interceptor as it crosses the Rock Island Corridor Trail just south of Longview Road. Please find attached the following documentation for your review, including:

- Sheet 00G002 General Layout, Survey Control and Legend
- Sheet 00C101 Plan and Profile
Sta. 85+87.21 to Sta. 100+00
- Sheet 00C102 Plan and Profile
Sta. 100+00 to Sta. 112+52
- Easement Exhibit No. 6
- Easement Description Permanent and Temporary

The City of Lee's Summit will compensate Jackson County according to their easement fee structure as follows:

Administration Fee:	\$2,000.00
Permanent easement fee for governmental entities (1,403 SF x \$0.20):	\$280.60
Total	\$2,280.60

This fee will be payable to Jackson County Parks and Recreation.

Please review this documentation and let us know if any questions arise or any comments you may have.

Sincerely,

David Lohe, P.E.
City of Lee's Summit

cc: Aaron Bresette, HDR
Jeff Allen, HDR

Enclosures

FILED
MAY 09 2019
MARY JO SPINO
COUNTY CLERK



Tract 06 – Union Pacific Railway

Permanent Sanitary Sewer Easement

All that part of the Northwest Quarter of the Southeast Quarter and the part of the Northeast Quarter of the Southwest Quarter of Section 12, Township 47 North, Range 32 West, Lees Summit, Jackson County, Missouri, more particularly described as follows:

Commencing at the northwest corner of the Southeast Quarter of said Section 12; thence $S02^{\circ}42'15''W$, along the west line of the Northwest Quarter of the Southeast Quarter of said Section 12, 249.27 feet to the north right of way line of the Union Pacific Railway (formerly Rock Island Railway); thence departing said west line, $S45^{\circ}37'06''E$, along said north right of way line, 107.46 feet to the Point of Beginning; thence continue, $S45^{\circ}37'06''E$, 14.01 feet; thence departing said north right of way line, $S88^{\circ}51'50''W$, 140.30 feet to the south right of way line of the Union Pacific Railway (formerly Rock Island Railway); thence $N45^{\circ}37'34''W$, along said south right of way line, 14.02 feet; thence departing said south right of way line, $N88^{\circ}51'50''E$, 140.30 to the Point of Beginning.

Containing 1,403 square feet, more or less.

Temporary Construction Easement

All that part of the Northwest Quarter of the Southeast Quarter and the part of the Northeast Quarter of the Southwest Quarter of Section 12, Township 47 North, Range 32 West, Lees Summit, Jackson County, Missouri, more particularly described as follows:

Commencing at the northwest corner of the Southeast Quarter of said Section 12; thence $S02^{\circ}42'15''W$, along the west line of the Northwest Quarter of the Southeast Quarter of said Section 12, 249.27 feet to the north right of way line of the Union Pacific Railway (formerly Rock Island Railway) and the Point of Beginning; thence departing said west line, $S45^{\circ}37'06''E$, along said north right of way line, 107.46 feet; thence departing said north right of way line, $S88^{\circ}51'50''W$, 21.02 feet; thence $N45^{\circ}37'06''W$, 386.92 feet; thence $S87^{\circ}00'37''E$, 22.68 feet; thence $S45^{\circ}37'06''E$, 277.17 feet to the Point of Beginning.

Containing 5,787 square feet, more or less.

SANITARY SEWER EASEMENT

THIS EASEMENT is made this 9th day of May, 2019, 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 Lee's Summit, Missouri**, a Municipal Corporation of Jackson County, Missouri, with a mailing address of 220 S.E. Green Street, Lee's Summit, Missouri 64063, **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 exclusive easement for the construction, operation, maintenance, repair, replacement and removal of sewer pipe lines, manholes, 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, to-wit:

See Attached Exhibit "A" for Legal

GRANTEE, its successors and assigns, shall have the right of ownership, use and control of all sanitary sewers, underground pipe, manholes, and all necessary appurtenances on the above described property and for all proper purposes connected with the installation, use, maintenance, and replacement of the sanitary sewer.

GRANTOR agrees not to obstruct or interfere with Grantee's use and enjoyment of the easement granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to such pipe lines, manholes, and appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure on said easement.

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. (2006), hereby waives any right to request vacation of the easement herein granted.

Project: Cedar Creek Interceptor 3
Project Activity No.: 42631783
Tract: 6

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**, 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 9th day of May, 2019.

County of Jackson, Missouri:

By: 
[Signature of President or Vice President]

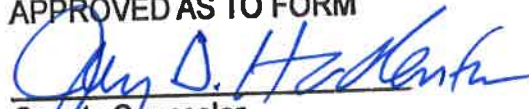
Frank White, Jr.
[Printed name and title]

ATTEST:


Clerk of the County Legislature

Mary Jo Spino
Printed name

APPROVED AS TO FORM


County Counselor

ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF JACKSON

On this 1 day of May, 2019, before me appeared Frank White, Jr. (name of County Executive), to me personally known, who, being by me duly sworn did say that he or she is the County Executive and said Mary Jo Spino (name of clerk) is the County Clerk of the County of Jackson, A political subdivision of the State of Missouri, that executed the foregoing instrument and that said instrument was signed and delivered in the name and on behalf of said County by authority of its legislative body, and said County Clerk acknowledges said deed to be the free act and deed of said County.

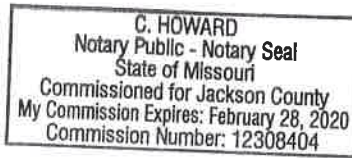
In Witness Whereof, I hereunto set my hand and affixed my seal at my office in Jackson County, Missouri, the day and year first above written.

C. Howard

Notary Public Signature

C. Howard

Print Name



Project: Cedar Creek Interceptor 3
Project Activity No.: 42631783
Tract: 6

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this 9th day of May, 2019 is 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 Lee's Summit, a Municipal Corporation of Jackson County, Missouri, with a mailing address of 220 S.E. Green Street, Lee's Summit, Missouri 64063, hereinafter called **GRANTEE**.

The **GRANTOR**, for and in consideration of the sum of One and no/100's Dollars (\$1.00), and other good and valuable considerations, the receipt and sufficiency of which hereby acknowledged, does hereby grant, bargain, sell, convey, and confirm unto the **GRANTEE** 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, 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 said 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 driveways, sidewalks, steps, fences, and utility installations located within the easement area, which are damaged or temporarily removed during the course of construction. **GRANTEE** shall also 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. However, this commitment shall not be construed to require additional compensation for items herein designated for permanent removal.

GRANTOR, to the fullest extent allowed by law, including, without limitation, section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

Project: Cedar Creek Interceptor 3
Project Activity No.: 42631783
Tract: 6

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 Lee's Summit, 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 9th day of May, 2019.

County of Jackson, Missouri:

By: [Signature]
Signature

Frank White Jr
[Printed name and title]

ATTEST:

[Signature]
Clerk of the County Legislature

Mary Jo Spino
Printed name

APPROVED AS TO FORM

[Signature]
County Counselor

ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF JACKSON

On this 1 day of May, 2019, before me appeared Frank White, Jr. (name of County Executive), to me personally known, who, being by me duly sworn did say that he or she is the County Executive and Said Mary Jo Spino (name of clerk) is the County Clerk of the County of Jackson, A political subdivision of the State of Missouri, that executed the foregoing instrument and that said instrument was signed and delivered in the name and on behalf of said County by authority of its legislative body, and said County Clerk acknowledges said deed to be the free act and deed of said County.

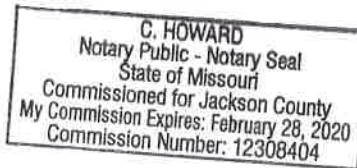
In Witness Whereof, I hereunto set my hand and affixed my seal at my office in Jackson County, Missouri, the day and year first above written.

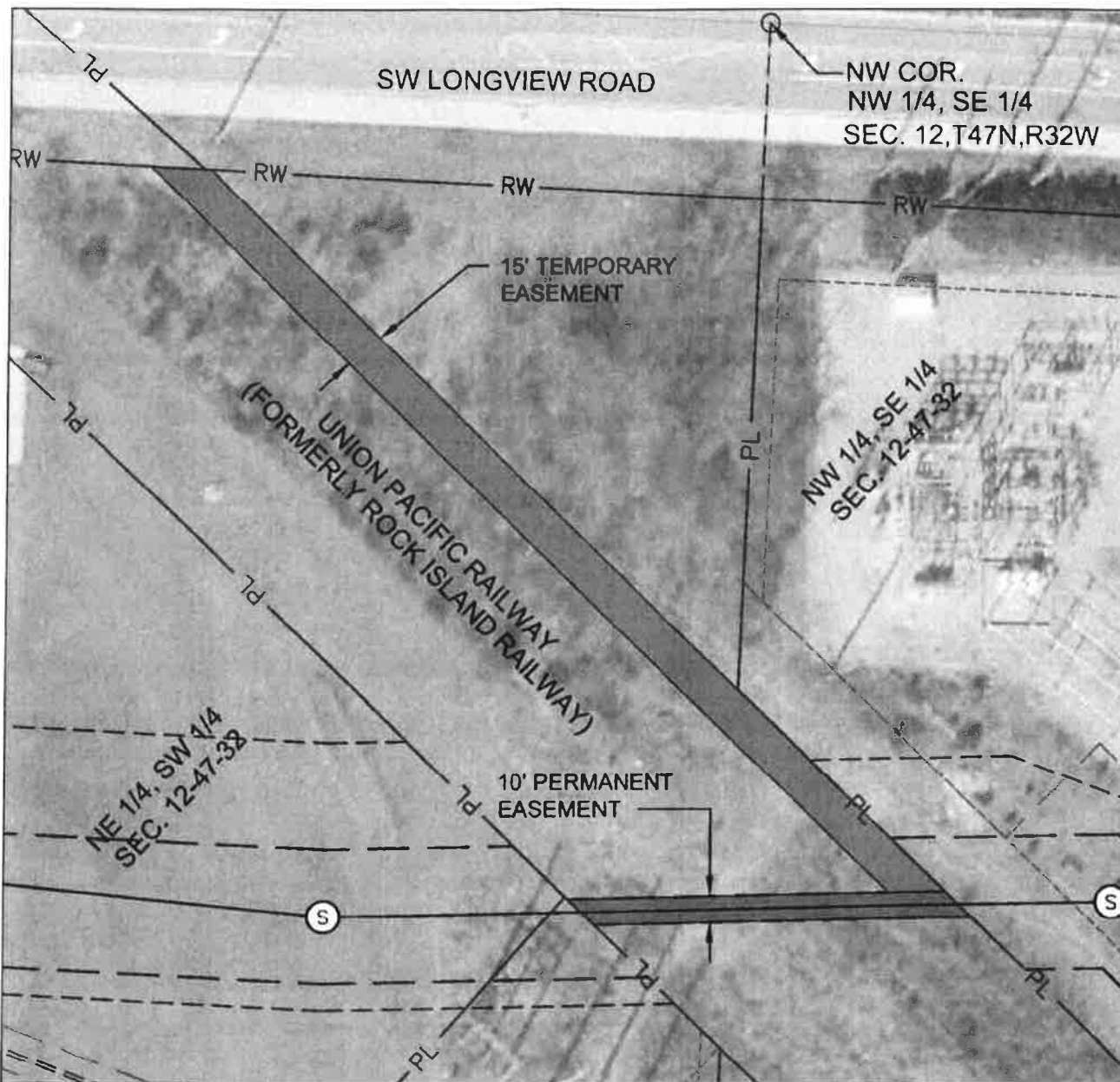
C. Howard

Notary Public Signature

C. Howard

Print Name

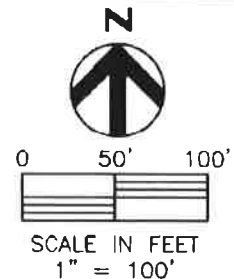




LEGEND

TEMPORARY CONSTRUCTION ESMT: 5,787 SF 

PERMANENT SANITARY SEWER ESMT: 1,403 SF 



HDR ENGINEERING, INC.

10450 HOLMES ROAD, SUITE 600
 KANSAS CITY, MISSOURI 64131
 PH. 816-360-2700

EASEMENT NO. 6 EXHIBIT

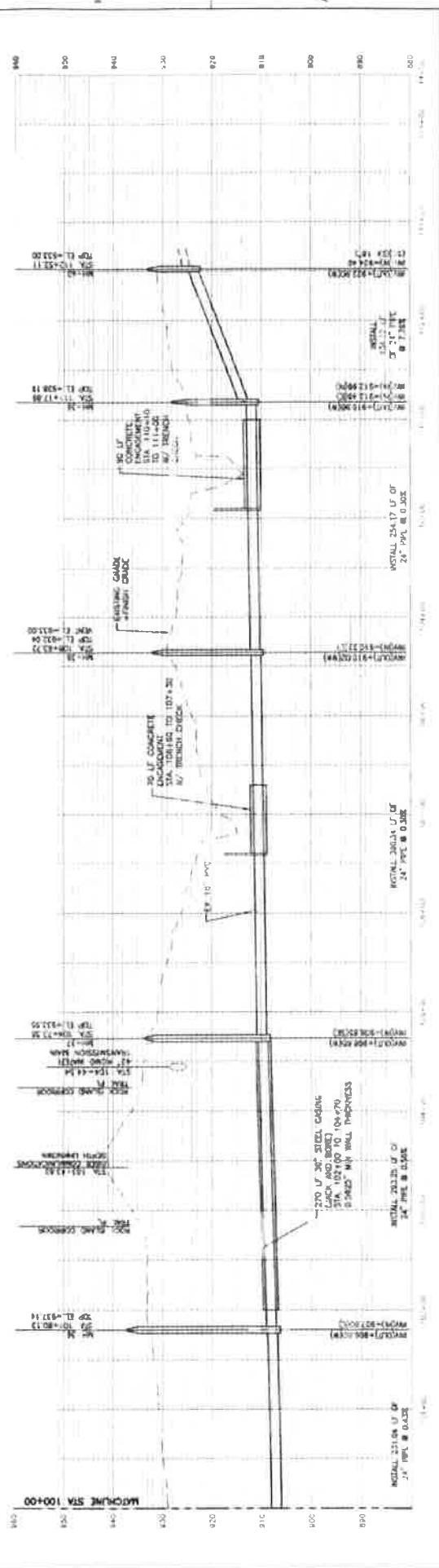
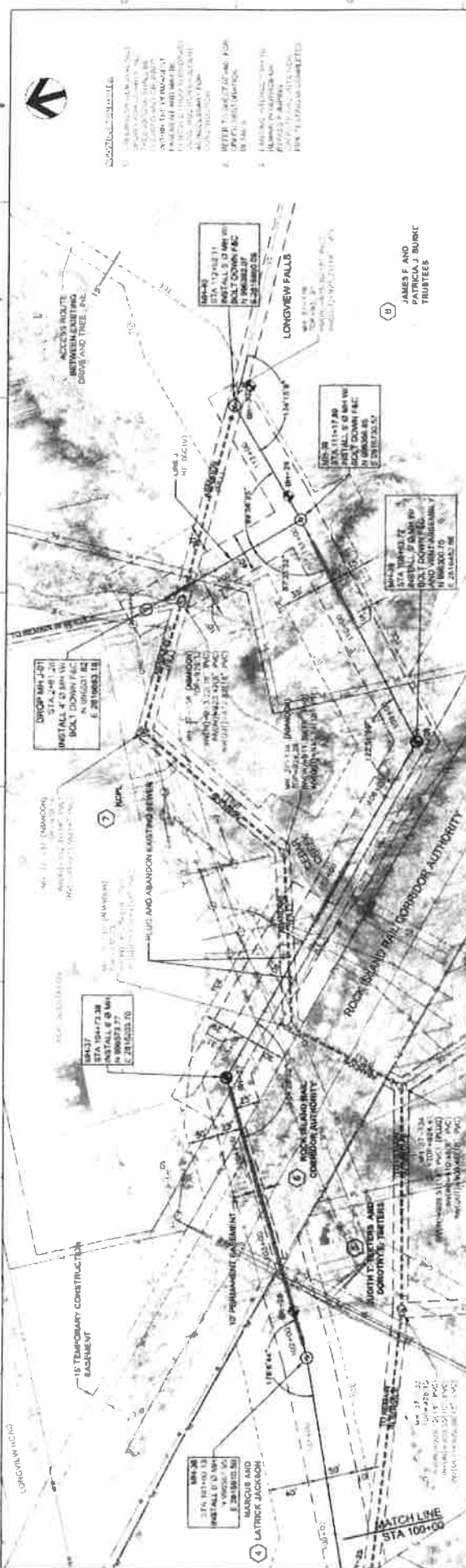
TRACT 6 - UNION PACIFIC RAILWAY
 CEDAR CREEK SEWER IMPROVEMENTS

CITY OF LEE'S SUMMIT, MISSOURI

220 SE GREEN STREET
 LEE'S SUMMIT, JACKSON COUNTY, MISSOURI 64063

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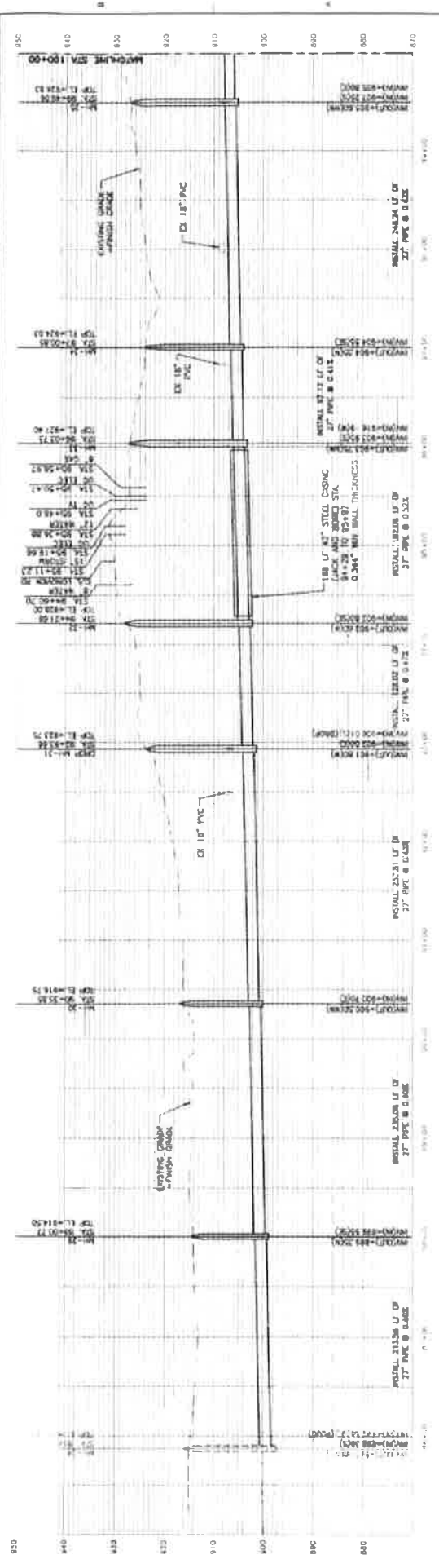
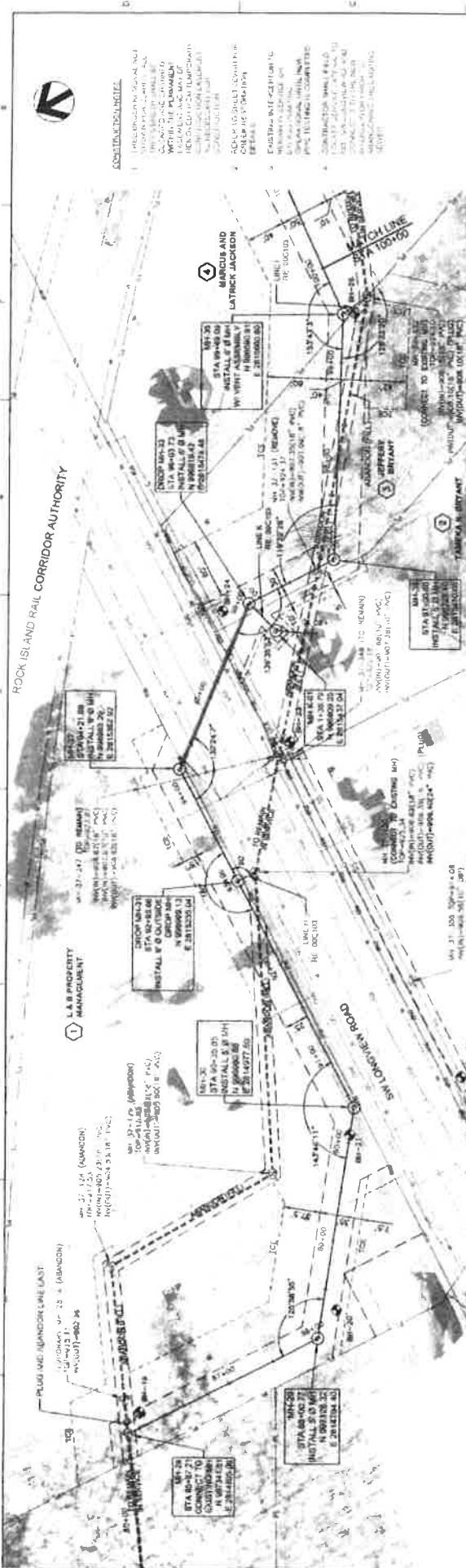
LEE'S SUMMIT
MISSOURI

CEDAR CREEK
INTERCEPTOR
PHASE 3

PLAN AND PROFILE
STA. 100+00 TO STA. 112+52

PROJECT NUMBER: 000C102

ISSUE	DATE	DESCRIPTION



CONSTRUCTION NOTES:

1. EXISTING PIPE CAPTURED IN PLACE TO BE REINSTALLED AT ORIGINAL LOCATION.
2. EXISTING PIPE CAPTURED IN PLACE TO BE REINSTALLED AT ORIGINAL LOCATION.
3. EXISTING PIPE CAPTURED IN PLACE TO BE REINSTALLED AT ORIGINAL LOCATION.
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19. EXISTING PIPE CAPTURED IN PLACE TO BE REINSTALLED AT ORIGINAL LOCATION.
20. EXISTING PIPE CAPTURED IN PLACE TO BE REINSTALLED AT ORIGINAL LOCATION.

PLAN AND PROFILE
STA. 85+87.21 TO STA. 100+00

LEE'S SUMMIT MISSOURI
CEDAR CREEK INTERCEPTOR PHASE 3

PROJECT MANAGER: [Name]
PROJECT ENGINEER: [Name]
PROJECT NUMBER: [Number]

DATE: [Date]
DESCRIPTION: [Description]

SCALE: [Scale]

00C101

LEGEND, SYMBOLS, & ABBREVIATIONS

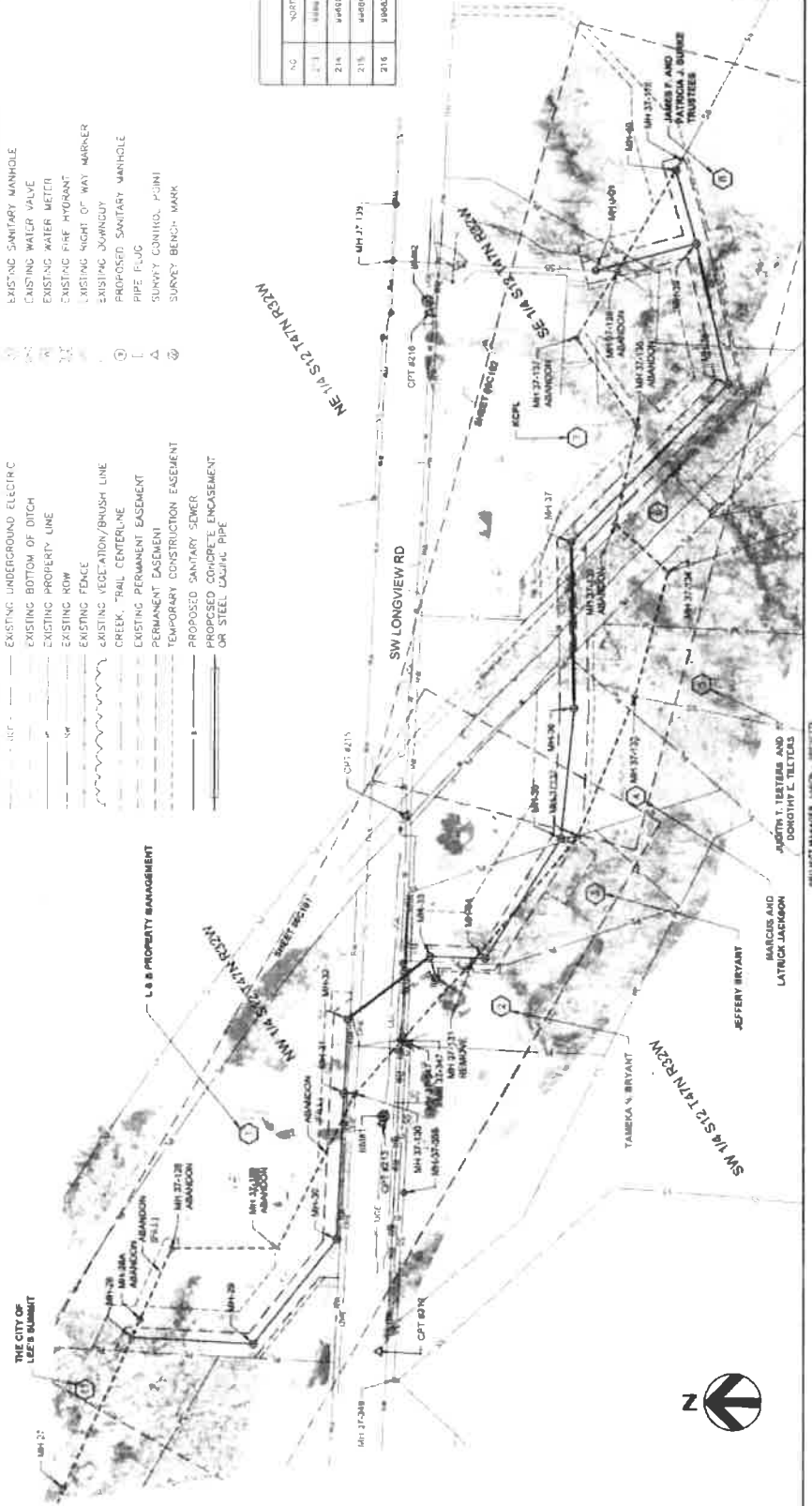
- S --- EXISTING SANITARY INTERCEPTOR
- W --- EXISTING WATER LINE
- I --- EXISTING IRRIGATION LINE
- S --- EXISTING SANITARY SUNKER LINE
- F --- EXISTING FORCE MAIN LINE
- S --- EXISTING STORM SEWER LINE
- G --- EXISTING GAS LINE
- T --- EXISTING UNDERGROUND TELEPHONE
- O --- EXISTING UNDERGROUND FIBER OPTIC
- E --- EXISTING OVERHEAD ELECTRIC
- E --- EXISTING UNDERGROUND ELECTRIC
- B --- EXISTING BOTTOM OF DITCH
- P --- EXISTING PROPERTY LINE
- R --- EXISTING ROW
- F --- EXISTING FENCE
- V --- EXISTING VEGETATION/BUSH LINE
- C --- CREEK, TRAIL CENTERLINE
- E --- EXISTING PERMANENT EASEMENT
- P --- PERMANENT EASEMENT
- T --- TEMPORARY CONSTRUCTION EASEMENT
- S --- PROPOSED SANITARY SEWER
- C --- PROPOSED CONCRETE ENCASEMENT OR STEEL GALVAL PIPE

- ⊙ EXISTING WELL
- ⊙ EXISTING SHRIPE
- ⊙ EXISTING SIGN
- ⊙ EXISTING MAIL BOX
- ⊙ EXISTING CABLE T.V. PEDESTAL
- ⊙ EXISTING TELEPHONE PEDESTAL
- ⊙ EXISTING POWER POLE
- ⊙ EXISTING LIGHT POLE
- ⊙ EXISTING GAS METER
- ⊙ EXISTING STORM DRAINAGE MANHOLE
- ⊙ EXISTING SANITARY MANHOLE
- ⊙ EXISTING WATER VALVE
- ⊙ EXISTING WATER METE
- ⊙ EXISTING FIRE HYDRANT
- ⊙ EXISTING LIGHT OF WAY MARKER
- ⊙ EXISTING JOUINDUY
- ⊙ PROPOSED SANITARY MANHOLE
- ⊙ PIPE FLUJ
- ⊙ SURVEY CONTROL POINT
- ⊙ SURVEY BENCH MARK

- EX EXISTING
- LF LINELAC TELL
- SS SANITARY SEWER
- MH MANHOLE
- CP CONTROL POINT
- BM BENCHMARK
- W/W F-PAVE AND COVER
- FAC F-PAVE AND COVER
- ICE TEMPORARY CONSTRUCTION EASEMENT
- HOL PERMANENT UTILITY EASEMENT

NO	NORTHING	EASTING	DESCRIPTION
213	446027.84	2814281.81	1/2" ROD B.M.
214	446027.44	2815180.34	1/2" ROD B.M.
215	446024.45	2815120.86	1/2" ROD B.M.
216	446033.33	2818089.78	1/2" ROD B.M.

MICHIGANA
 MH # 37-128
 ELEVATION = 920.00
 MH # 37-129
 ELEVATION = 920.44



LEE'S SUMMIT
 MISSOURI

CEDAR CREEK INTERCEPTOR
 PHASE 3

PROJECT NUMBER: 180101812000

DATE: 04/25/18

SCALE: 1" = 100'

PROJECT MANAGER: MARCUS BRYANT
 PROJECT ENGINEER: NATHAN JACKSON

GENERAL LAYOUT AND LEGEND

PROJECT: 180101812000.DWG
 SHEET: 00G002