

FILED
NOV 16 2015
MARY JO SPINO
COUNTY CLERK

S 18 _____ /SW QQ/Q
T 48 _____ Jackson County
R 31 _____ Missouri State
Res. 18981

SANITARY SEWER EASEMENT CONVEYANCE

THIS EASEMENT, made and entered into this 16th day of November, 2015, by and between Jackson County, 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, and their affiliates, lessees, licensees, designees, successors and assigns, of Jackson County, Missouri "GRANTEE".

After recording mail to: City of Lee's Summit
Development Center
220 S.E. Green Street
Lee's Summit, Missouri 64063

WITNESSETH, 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 the Grantor as described below, to 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:

A strip of land 30.00 feet in width over part of the Southeast Quarter of Section 18, Township 48 North, Range 31 West of the 5th Principal Meridian in Lee's Summit, Jackson County, Missouri, lying 15.00 feet on each side of the following described centerline: Commencing at the Southwest corner of said Southeast Quarter; thence South 87°20'26" East, along the South line of said Southeast Quarter, 611.65 feet; thence North 02°39'34" East, 508.16 feet to the Point of Beginning of the centerline to be herein described; thence North 02°39'34" East, 192.54 feet; thence North 02°54'58" West, 115.75 feet to a point on the South right-of-way line of Strother Road, as now established said point being the Point of

Termination of said centerline. The outer limits of said strip of land are to be lengthened or shortened as necessary to terminate on the grantors property line. Depicted in EXHIBIT - SANITARY SEWER EASEMENT 2 and incorporated herein.

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.

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, **Grantor**, a Corporation which has no seal, has caused these presents to be signed by its County Executive and attested by its Secretary, this 16th day of November, 2015.

TO HAVE AND TO HOLD said easement and rights aforesaid with all and singular, the rights, priviledges, appurtenances, and immunities thereto belonging or in any way appertaining unto Grantee its 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 the 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: _____

Printed Name: Michael D. Sanders

Title: County Executive

ATTEST:

Mary Spino
COUNTY CLERK (Seal)

APPROVED AS TO FORM

W. Stephen Myer
County Counselor

STROTHER ROAD



Point of Termination
N02°54'58"W
115.75'

30.00'

N02°39'34"E
192.54'

Owner:
JACKSON COUNTY, MISSOURI

Proposed Sanitary Sewer Easement

Point of Beginning

W Line, SE 1/4, Sec 18-48-31

Owner:
South Pelle Assets, LLC,
a Missouri limited liability company

Owner:
City of Lee's Summit,
a municipal corporation

Point of Commencing
SW Cor, SE 1/4,
Sec 18-48-31

N02°39'34"E 508.16'

S87°20'26"E 611.65' S Line, SE 1/4, Sec 18-48-31

STROTHER ROAD

Location: L:\Projects\11123-02\Plans\Easements\Sewer Easements and Exhibits\SEWER ESMT - 2.dwg



LUTJEN

1551 Burlington, #120
100th Kansas City, MO 64116
816.287.4527
316.287.0200 fax
www.lutjen.com

PLANNING
ENGINEERING
ARCHITECTURE

Lutjen Project No.: 13024

SANITARY SEWER EASEMENT 2

**ST. MICHAEL THE ARCHANGEL
HIGH SCHOOL**

**SW 1/4, SECTION 18-T48N-R31W
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI**

FILED
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After recording mail to: City of Lee's Summit
Development Center
220 S.E. Green Street
Lee's Summit, Missouri 64063

WITNESSETH, 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 the Grantor as described below, to 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:

A strip of land varying in width over part of the Southeast Quarter of Section 18, Township 48 North, Range 31 West of the 5th Principal Meridian in Lee's Summit, Jackson County, Missouri, the centerline of which is described as follows: Commencing at the Southwest corner of said Southeast Quarter; thence South 87°20'26" East, along the South line of said Southeast Quarter, 590.62 feet; thence North 02°39'34" East, 916.17 feet to point on the North right-of-way line of Strother Road, as now established said point also being the Point of Beginning of the centerline to be herein described; thence lying 15.00 feet on each side of the following described centerline, North 02°54'58" West, 143.74 feet; thence North 34°14'48" West,

continuing along said centerline, 256.28 feet to a point hereafter known as Point "A"; thence lying 12.50 feet on each side of the following described centerline, North 00°36'05" East, 188.13 feet to a point hereafter known as Point "B"; thence lying 15.00 feet on each side of the following described centerline, North 41°48'19" East, 305.48 feet; thence North 01°16'49" East, along said centerline, 400.00 feet to a point hereafter known as Point "C"; thence lying 10.00 feet on each side of the following described centerline, North 19°02'31" East, 70.58 feet to the Point of Termination of said centerline. Containing 39,282 square feet or 0.90 acres more or less. Beginning at said Point "C" thence lying 12.00 feet on each side of the following described centerline, South 85°48'47" West, 112.00 feet to the Point of Termination of said centerline. Containing 2,453 square feet or 0.01 acres more or less. The outer limits of said strip of land are to be lengthened or shortened as necessary to terminate on the grantors property line. Depicted in **EXHIBIT - SANITARY SEWER EASEMENT 3** and incorporated herein.

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.

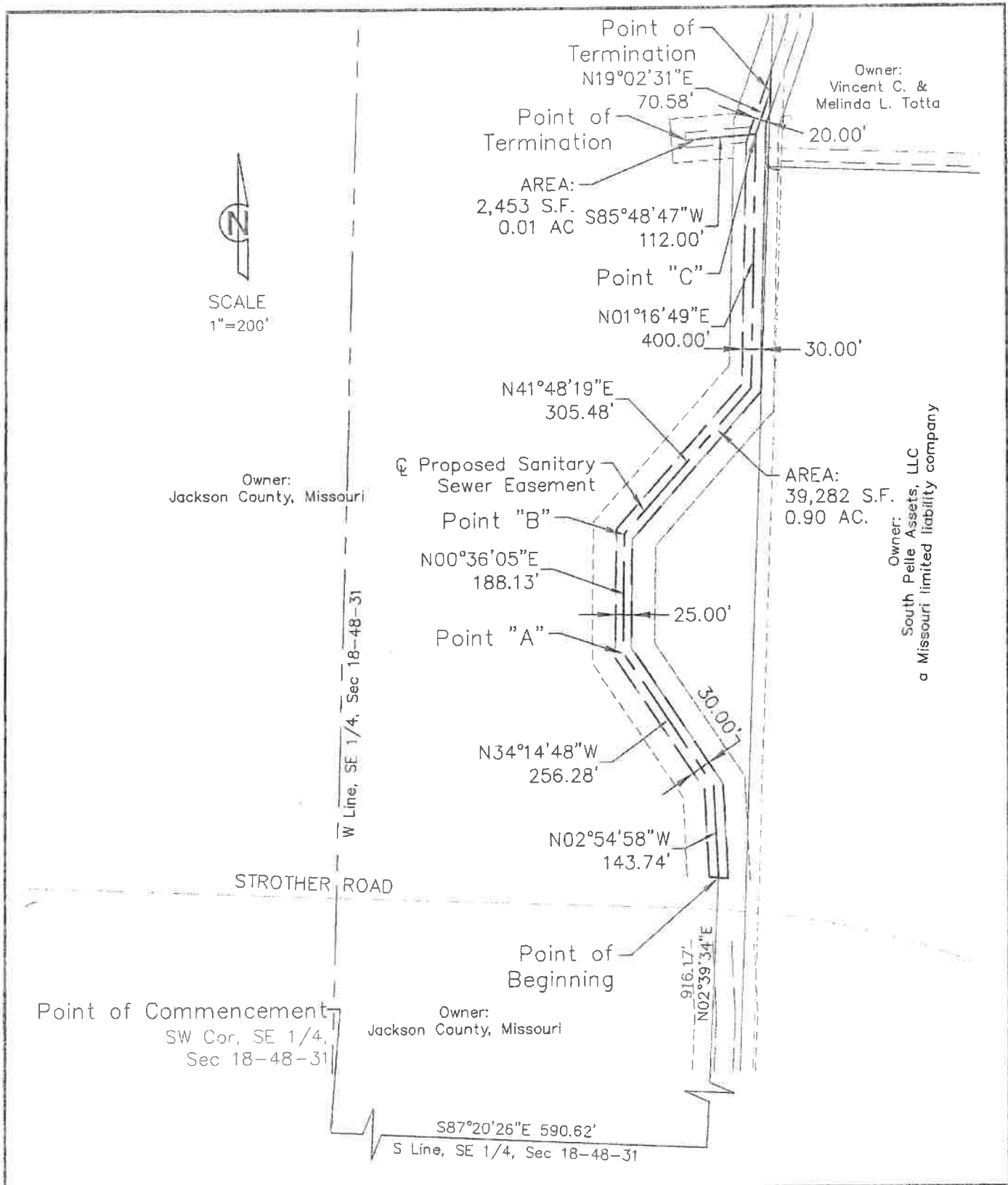
GRANTOR, to the fullest extent allowed by law, including, without limitation, section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

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, **Grantor**, a Corporation which has no seal, has caused these presents to be signed by its County Executive and attested by its Secretary, this 16th day of November, 2015.

TO HAVE AND TO HOLD said easement and rights aforesaid with all and singular, the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto Grantee its 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 the Grantor is the owner(s) of the above-described land, subject to existing liens and right-of-way easements of record.



SCALE
1"=200'

Location: I:\Projects\11123-02\Plans\Easements\Sewer Easements and Exhibits\SEWER ESMT - 3.dwg

LUTJEN

1101 Bl. Maple, #100
North Kansas City, MO 64116
816-587-4320
916-587-1893 fax
www.lutjen.com

Sanitary Engineering
13024

Lutjen Project No.: 13024

SANITARY SEWER EASEMENT 3
ST. MICHAEL THE ARCHANGEL
HIGH SCHOOL
SE 1/4, SECTION 18-T48N-R31W
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

S 18 | /SW QQ/Q
T 48 | Jackson County
R 31 | Missouri State
Res. 18981

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this 16th day of November, 2015, by and between Jackson County, 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, and their affiliates, lessees, licensees, designees, successors and assigns, of Jackson County, Missouri "GRANTEE".

After recording mail to: City of Lee's Summit
Development Center
220 S.E. Green Street
Lee's Summit, Missouri 64063

WITNESSETH, 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, 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:

A tract of land in the Southeast Quarter of Section 18, Township 48 North, Range 31 West of the 5th Principal Meridian in Lee's Summit, Jackson County, Missouri, being bounded and described as follows: Commencing at the Southwest corner of said Southeast Quarter; thence South 87°20'26" East, along the South line of said Southeast Quarter, 540.36 feet; thence North 02°39'34" East, 916.36 feet to a point on the North Right of Way line of Strother Road, as now established said point also being the Point of Beginning of the tract of land to be herein described; thence North 02°54'58" West, 124.65 feet; thence

North 34°14'48" West, 257.95 feet; thence North 00°36'05" East, 222.62 feet; thence North 41°48'19" East, 328.90 feet; thence North 01°16'49" East, 325.49 feet; thence South 85°48'47" West, 96.49 feet; thence North 04°11'13" West, 70.00 feet; thence North 85°48'47" East, 106.49 feet; thence North 19°02'31" East, 155.99 feet; thence North 01°57'30" East, 231.66 feet; thence North 19°15'59" East, 23.53 feet; thence South 01°57'30" West, 893.82 feet; thence South 41°48'19" West, 251.74 feet; thence South 00°36'05" West, 153.64 feet; thence South 34°14'48" East, 254.61 feet; thence South 02°54'58" East, 85.59 feet; thence South 01°57'30" West, 78.18 feet to a point on said North Right of Way line; thence Westerly, along said North Right of Way line on a curve to the left, having an initial tangent bearing of North 84°35'06" West with a radius of 1,552.17 feet, a central angle of 03°28'11" and an arc distance of 93.99 feet to the Point of Beginning. Containing 124,488 square feet or 2.86 acres, more or less. Depicted in EXHIBIT – TEMPORARY CONSTRUCTION EASEMENT 3 and incorporated herein.

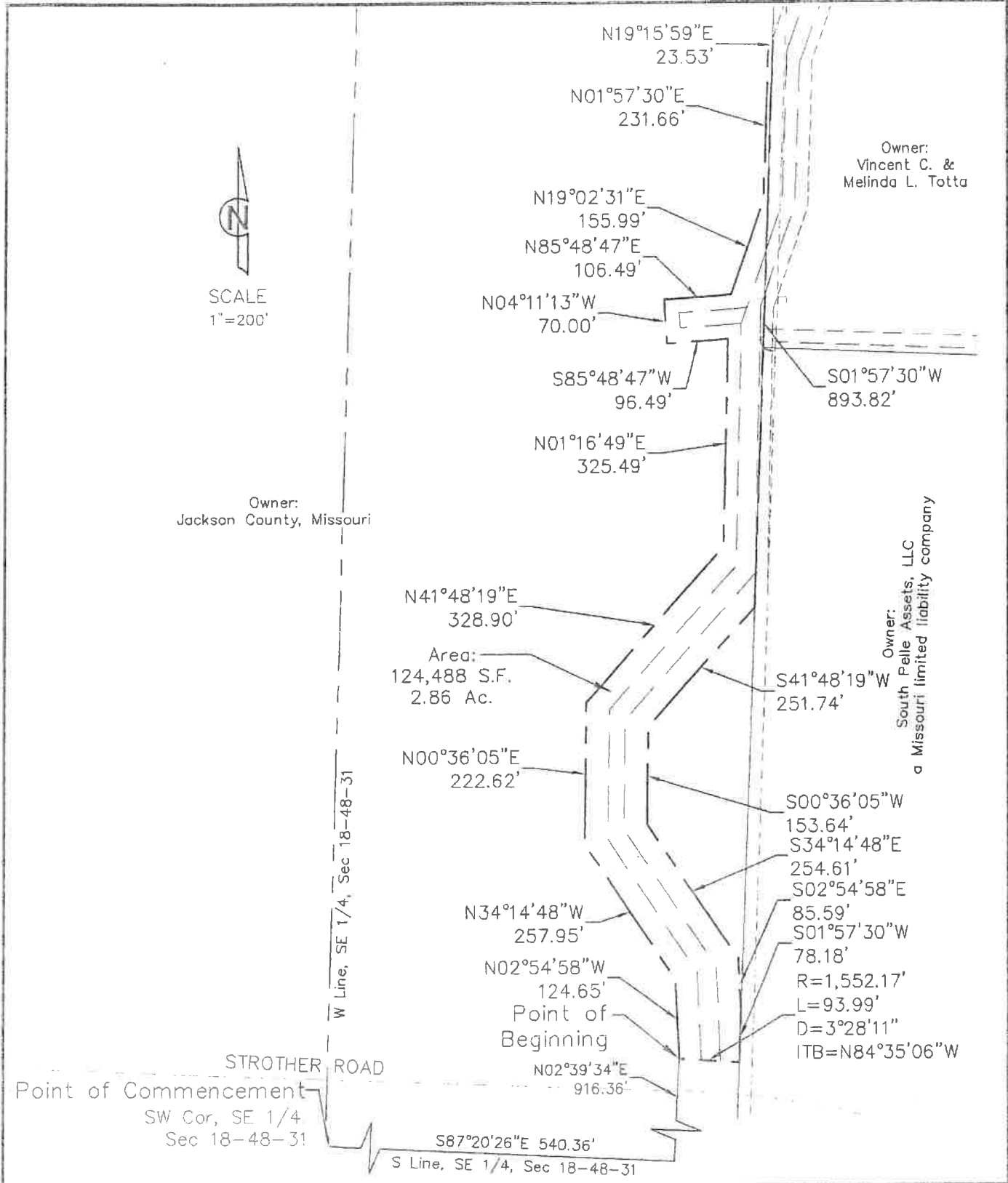
GRANTEE, its employees and duly authorized agents, its contractors and their employees shall have the right to enter upon above described land at any and all times to construct, build, repair, survey; operate and store machinery and equipment; establish, alter and change grade and contour of the land; 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.

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 their location, 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, **GRANTOR**, a Corporation which has no seal, has caused these presents to be signed by its County Executive and attested by its Secretary, this 16th day of November, 2015.



Location: L:\Projects\11123-02\Plans\Easements\Sewer Easements and Exhibits\TCE - 3.dwg

LUTJEN

1211 Burlington, #100
 287th Street, NW, MO 64111
 816 587 4320
 816 587 1303 fax
 www.lutjen.com

Surveying
 Engineering
 Professional Services

Lutjen Project No.: 139024

TEMPORARY CONSTRUCTION EASEMENT 3

**ST. MICHAEL THE ARCHANGEL
 HIGH SCHOOL**

SE 1/4, SECTION 18-T48N-R31W

LEE'S SUMMIT, JACKSON COUNTY, MISSOURI



Legend

- - - Temporary Construction Easement
- - - Easements
- - - Easement_Type
- - - Sanitary Sewer Line
- - - County Owned Property

FILED
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MARY JO SPINO
COUNTY CLERK

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as now established; thence Easterly, along a curve to the right having an initial tangent bearing of South 87°43'20" East with a radius of 1,450.00 feet, a central angle of 03°22'38" and an arc distance of 85.47 feet; thence South 01°57'30" West, 306.35 feet; thence North 87°20'26" West, 77.65 feet to the Point of Beginning. Containing 23,990 square feet or 0.55 acres, more or less. Depicted in EXHIBIT – TEMPORARY CONSTRUCTION EASEMENT 2 and incorporated herein.

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.

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 their location, 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, **GRANTOR**, a Corporation which has no seal, has caused these presents to be signed by its County Executive and attested by its Secretary, this 16th day of November, 2015.

JACKSON COUNTY, MISSOURI

By: [Signature]

Printed Name: Michael D. Sanders

Title: County Executive

ATTEST:

[Signature]
COUNTY CLERK (Seal)

APPROVED AS TO FORM
[Signature]
County Counselor

ACKNOWLEDGMENT

STATE OF MISSOURI)
) Ss.
COUNTY OF JACKSON)

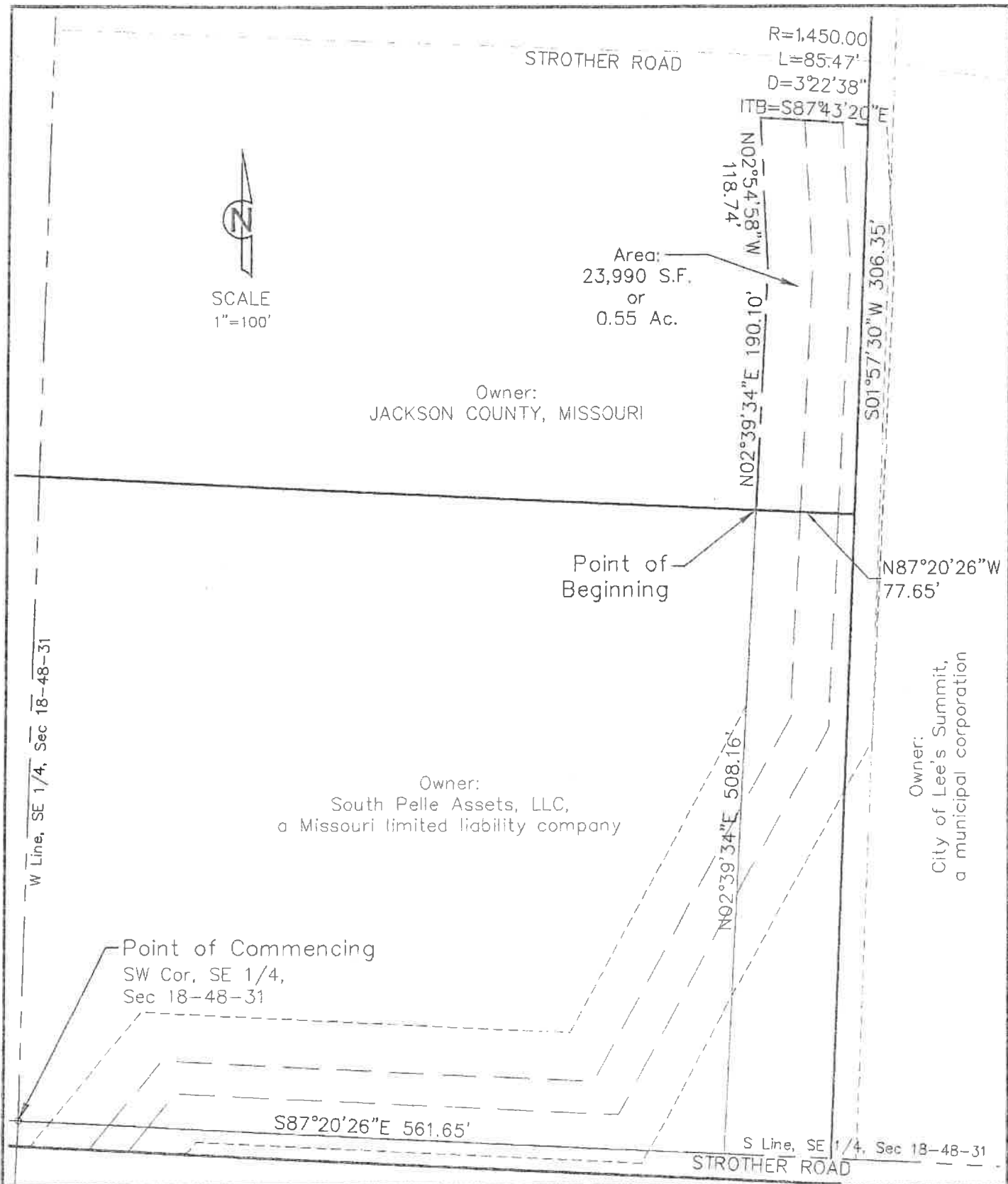
On this 16th day of November, 2015, before me, the undersigned, a Notary Public within and for the County and State aforesaid, came Michael Sanders, County Executive of Jackson County, Missouri, and Mary Jo Spino, County Clerk of said County, who are personally known to me (or proved to me on the basis 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 2/28/2016

[Signature]
Notary Public





Location: L:\Projects\11123-02\Plans\Easements\Sewer Easements and Exhibits\FCE - 2.dwg

 1201 Burlington, #100
North Kansas City, MO 64116
916.587.5120
916.557.1333 fax
www.lutjen.com

Lutjen Project No.: 13024

LUTJEN

January 19
2011
Civil Engineer
Landscape Architecture

TEMPORARY CONSTRUCTION EASEMENT 2
ST. MICHAEL THE ARCHANGEL
HIGH SCHOOL
SW 1/4, SECTION 18-T48N-R31W
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

Project Development

Organization	Jackson County, MO	URL	www.jacksongov.org
Street Address	415 E 12 th Street		
Address 2			
City	Kansas City	State	MO
		Postal Code	64106
CivicPlus provides telephone support for all trained clients from 7am -7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.			
Emergency Contact & Mobile Phone	Joe Loudon (816) 682-5783		
Emergency Contact & Mobile Phone	Ken Larson (816) 307-6462		
Emergency Contact & Mobile Phone			
Billing Contact	Michael Ohlson	E-Mail	mohlson@jacksongov.org
Phone	(816) 881-3151	Ext.	Fax
Billing Address	415 E. 12 th Street		
Address 2	Room G8		
City	Kansas City	ST	MO
		Postal Code	64106
Tax ID #	XX	Sales Tax Exempt #	XX
Billing Terms	XX	Account Rep	XX
Info Required on Invoice (PO or Job #)	XX		
Contract Contact	Michael Ohlson	Email	mohlson@jacksongov.org
Phone	(816) 881-3151	Ext.	Fax
Project Contact	Joe Loudon	Email	jloudon@jacksongov.org
Phone	(816) 881-4337	Ext.	Fax

FILED
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 MARY JO SPINO
 COUNTY CLERK



Terms & Conditions

Invoicing & Payment Terms

1. As detailed in Exhibit A.1 – Project Development Scope of Work, one half of the total First Year Fee will be invoiced at the completion of the following phases:
 - a. Phase 2: Website Layout – one half of the Total Fees Year 1.
 - b. Phase 4: Customized Website Training - the remaining half of the Total Fees Year 1.
2. Year 2 Annual Services will be invoiced one (1) year from contract signing.
3. Each year this Agreement is in effect, a technology investment, not to exceed, 5 percent (%) of the total Annual Services costs will be applied.
4. Payment is due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 2.9 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
5. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this Agreement assumes such perpetual permission.

Agreement Renewal

6. This Agreement shall remain in effect for a period of one year (12 months) from signing. By mutual agreement of the parties, this agreement may be renewed for an additional agreement term on an annual basis prior to the end of the initial or any subsequent term. After 48 consecutive months under the terms of this contract and associated pricing, Client will be fully eligible for a CivicPlus Basic Redesign at no additional cost.
7. Either party may terminate the agreement at the end of the contract term by providing the other party with 60 days written notice prior to the contract renewal date.
8. In the event of early termination of this Agreement by the Client, Client forfeits eligibility for the CP Basic Redesign and payment of services rendered is due within 15 days of termination.
9. This Agreement may be extended to any municipality in the State of Missouri to purchase at Agreement prices in accordance with the terms stated herein.

Ownership & Content Responsibility

10. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content (defined as website graphic designs, the page content, all module content, all importable/exportable data, and all archived information).
11. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.

Intellectual Property

12. Intellectual Property of the CivicPlus Government Content Management System (GCMS®) will remain the property of CivicPlus.
13. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the GCMS® software in any way; (ii) modify or make derivative works based upon the GCMS® software; (iii) create Internet "links" to the GCMS® software or "frame" or "mirror" any GCMS® administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the GCMS® software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the GCMS® software, or (c) copy any ideas, features, functions or graphics of the GCMS® software. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the GCMS® software are trademarks of CivicPlus, and no right or license is granted to use them.



Service & License Agreement for Jackson County, MO

Liabilities

- 14. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
- 15. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
- 16. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on the website. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data

Entire Agreement

- 17. This project development agreement, together with the client's Request for Proposal (RFP) 62-14 and CivicPlus' response to RFP 62014, dated October 14, 2014, and updated January 18, 2015, shall constitute the entire and complete agreement of the parties.
- 18. In the event of a conflict among the provisions of any of these documents, the provision of the document listed first in the following order shall prevail: 1. Project Development Agreement, 2. CivicPlus' respond to RFP 62-14, and 3. RFP 62-14.

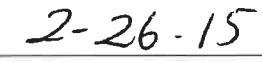
Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.


 Client **G. Troy Thomas, Director of Finance and Purchasing**


 Date


 CivicPlus


 Date

<p>Sign and e-mail or Fax this Copy Attn: Contract Manager Email: salesspecialists@CivicPlus.com Fax: 785-587-8951</p>	<p>And – Mail Two (2) Signed Originals CivicPlus Contract Manager 302 S. 4th Street, Suite 500 Manhattan, KS 66502</p>
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We will e-mail or fax a counter-signed copy of the contract back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.

--Remainder of this page left intentionally blank--

APPROVED AS TO FORM:

By *Stephen Nixon*
W/ Stephen Nixon
County Counselor

ATTEST BY:

Mary Jo Spino
Mary Jo Spino
Clerk of the County Legislature

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$134,228.00 which is hereby authorized.

March 13, 2015
Date

[Signature]
Director of Finance and Purchasing
Account # 001-1305-56661 \$ 48,330
002-1305-56661 \$ 2,228
003-1305-56661 \$ 7,334
004-1305-56661 \$ 16,334
042-1305-56661 \$ 18,334
045-1305-56661 \$ 18,334
300-1305-56661 \$ 23,334
\$ 134,228

CT #13052015001

FILED
NOV 23 2015
MARY JO SPINO
COUNTY CLERK

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to meet the obligation of \$10,772.00 which is hereby authorized.

November 23, 2015
Date

[Signature]
Director of Finance and Purchasing
Account # 001-1305-56661-\$10,772
CT: 13052015001

PC 13052015005