

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the County Executive to execute a permanent easement containing 4,486.8 square feet, more or less, across a portion of the Little Blue Trace Park, in favor of Raytown Soccer Club, Inc., for the purpose of placing an irrigation pipe.

**RESOLUTION # 16676**, July 21, 2008

**INTRODUCED BY** Fred Arbanas, County Legislator

WHEREAS, the Raytown Soccer Club, Inc., has requested a permanent easement across a portion of the Little Blue Trace Park on which to place an irrigation pipe, which will provide water from the Little Blue River to irrigate several soccer fields; and,

WHEREAS, the club will pay the county a fee of \$2,794.72 for ths easement; and,

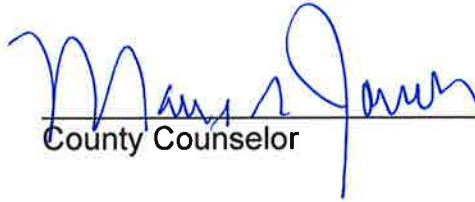
WHEREAS, the Director of Parks and Recreation has recommended that the County execute the attached easement as in the best interests of the health, welfare, and safety of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the attached Easement Agreement is hereby approved and that the County Executive is hereby authorized to execute the Agreement on behalf of the County.

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 #16676 of July 21, 2008, was duly passed on July 28, 2008 by the Jackson County Legislature. The votes thereon were as follows:

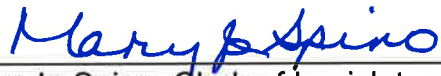
Yeas 8

Nays 0

Abstaining 0

Absent 1

7.29.08  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

**AGREEMENT BY AND BETWEEN JACKSON COUNTY, MISSOURI  
AND RAYTOWN SOCCER CLUB, INC.**

**PERMITTING INSTALLATION, OPERATION, AND MAINTENANCE  
OF AN IRRIGATION LINE/PIPE THROUGH A PORTION OF JACKSON COUNTY  
PROPERTY**

This agreement made this 20 day of August 2008 by and between Jackson County, Missouri hereinafter referred to as 'County' State of Missouri, and Raytown Soccer Club, Inc., a Corporation of the State of Missouri, hereinafter referred to as Raytown Soccer Club, Inc.

**WITNESSETH:**

Raytown Soccer Club, Inc. is engaged in the irrigation of a tract of land at the Little Blue Trace Park. An Irrigation pipe which will provide water drawn from the Little Blue River to the development has been designed to cross parcels of real property, more particularly described in Exhibit 'A' which is attached hereto and made a part hereof for all purposes, which property is located within the boundaries of Jackson County Property under the supervision of Jackson County Parks and Recreation, a Division of Jackson County, Missouri; and

WHEREAS, Raytown Soccer Club, Inc., is desirous of expediently and economically acquiring the necessary permission to construct a sanitary sewer across Jackson County Property referred to in Exhibit "A"; and

WHEREAS, County recognizes the public necessity of the Raytown Soccer Clubs need to draw water from the Little Blue River (hereinafter referred to as "Project") and its legitimate goal of providing irrigation water to the Development; and

**NOW THEREFORE**, the parties agree as follows:

1. Definitions.

**FILED**  
AUG 20 2008  
MARY JO SPINO  
COUNTY CLERK

The word "damages" used in paragraph 3 of this Agreement does not mean and does not include technical injuries to land or personal property which would normally, naturally, ordinarily and regularly follow from the regular and normal performance of the activities permitted in paragraph 2.

## 2. Permitted Long Term Activities on Park Land

For and in consideration of .40 cents per square foot of Permanent Easement to be paid by Raytown Soccer Club, Inc., see attached **Exhibit 'B'** for calculations, and the promises hereinafter made by Raytown Soccer Club, Inc., County hereby permits Raytown Soccer Club, Inc., to use the land described in Exhibit 'A' for the assembling, constructing, erecting, owning, operating, patrolling, inspecting, maintaining, repairing, replacing, removing and reconstructing of the Project and, at or below ground appurtenances thereto; and further permits Raytown Soccer Club, Inc., to assemble, construct, erect, own, operate, patrol, inspect, maintain, repair, replace, remove and reconstruct all or any of these facilities. Specifically, County hereby permits Raytown Soccer Club, Inc., to:

- A. Park or otherwise leave idle, excavating machinery on the surface of the land described in Exhibit 'A' which machinery will be removed from the land upon completion of the Project;
- B. Disturb, dig, cut, excavate, blade, shovel and entrench the surfaces of and earth beneath the property described in Exhibit 'A' to the depth required for the installation, construction and erection of the Project; however, Raytown Soccer Club, Inc., covenants and agrees that at the conclusion of the installation, construction and erection of said Project, the surface of the land will be restored to substantially (as nearly as possible) the slope, grade and condition that existed prior to construction;
- C. Construct sanitary sewers and appurtenances;
- D. Demolish, destroy, cut or open fences, if any, on or along the land described in Exhibit 'A'; however, Raytown Soccer Club, Inc., shall replace or repair such fences, and any others it may cut, open, or demolish on or along the land described in Exhibit 'A', in as good or better condition as before said cutting or opening, and Raytown Soccer Club, Inc., agrees to keep the same closed during its entry upon the land described in Exhibit "A".
- E. Install, maintain and use gates in all fences within the land described in Exhibit "A" which cross or hereafter might cross the route of the Project;
- F. Patrol, inspect and maintain the Project;
- G. Use existing roads, or any other road constructed, or to be constructed, Jackson County Property for purposes of ingress and egress to the land described in Exhibit 'A'. Raytown Soccer Club, Inc., is to pay for any damage to roads.

## 3. Damages and Easement Fee.

Raytown Soccer Club, Inc. shall pay Easement fees in accordance with the schedule attached as Exhibit "B" before engaging in any use of the Easement. Any and all additional damages to real or personal property owned or lawfully possessed by Jackson County Parks and Recreation, Division of Jackson County, Missouri which arise out of and are directly and proximately caused by Raytown Soccer Club, Inc., entry upon the land described in Exhibit "A" during or subsequent to the assembling, constructing and erecting of the Project shall be paid by Raytown Soccer Club, Inc., as such damages accrue and become ascertainable - see schedule of damages in Exhibit 'B'.

4. Future Cooperation Required.

Raytown Soccer Club, Inc., specifically agrees that they will enter upon the property described in Exhibit 'A' for the purposes permitted in paragraph 2 hereof and no other purpose, and shall not interfere with the recreational activities conducted by Jackson County, except to the extent required for the assembling, constructing, erecting, owning, operating, patrolling, inspecting, maintaining, repairing, replacing, removing and reconstructing of the Project. Jackson County shall continue to use and enjoy the land described in Exhibit 'A' as it did prior to the execution of this agreement provided such use or uses shall not interfere with or endanger the assembling, constructing, erecting, owning, operating, patrolling, inspecting, maintaining, repairing, replacing, removing and reconstructing of the Project. County specifically agrees that it shall not construct any building, structure, or other obstruction on the property in Exhibit "A" without first having acquired Raytown Soccer Club, Inc., consent and approval.

5. Duration of Covenants.

The promises and covenants made herein are intended by the parties to be for a term of ninety-nine (99) years beginning on the date of the recording of this instrument in the Department of Records for Jackson County, Missouri. In the event the land described in Exhibit "A" is sold, conveyed or bargained away, a condition of such sale shall be that the buyer/grantee of such property shall grant a permanent easement to Raytown Soccer Club, Inc., which conveys rights and privileges identical to the permitted acts set forth in paragraph 2 of this agreement, and any other rights necessary and proper to the continued operation and maintenance of the Project located in the property described in Exhibit "A". If such an easement is not granted as a condition of the sale, such sale shall be null and void.

6. Default.

For any material breach of the terms of this agreement, the aggrieved party shall have available all lawful remedies, provided that in the event of a material breach of this agreement by County, Raytown Soccer Club, Inc., shall have, in addition to any other remedies, the right to tender to County the amount of just compensation value of an Irrigation Line Easement over, across and under the land described in Exhibit 'A'. The value of just compensation shall be determined on the basis of property values and relevant circumstance existing at the time this agreement is entered.

7. Intent of the Parties.

The parties mutually agree that all will use best efforts or prepare any documents which in the future are required to fully accomplish this intent and all other desired effects of this Agreement.

8. Permits.

Any and all necessary permits related to or required for the type of work involved in this Easement shall be obtained by Raytown Soccer Club, Inc. and presented to Jackson County prior to the commencement of any work.

9. Reversion Of Easement To County.

In the event that Raytown Soccer Club, Inc. ceases to exist or terminates its involvement in the Raytown Athletic Complex, this Agreement shall at that time terminate and the Easement shall revert to Jackson County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

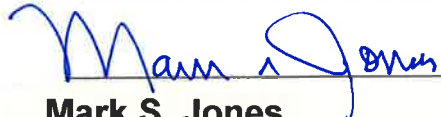
JACKSON COUNTY

  
\_\_\_\_\_  
Michael D. Sanders, County Executive

ATTEST

  
\_\_\_\_\_  
Clerk of the Legislature

APPROVED AS TO FORM

  
\_\_\_\_\_  
**Mark S. Jones**  
**JACKSON COUNTY COUNSELOR**

**EXHIBIT 'A'**

**JACKSON COUNTY CO.  
415 12TH STREET  
KANSAS CITY, MO 64106**

**DESCRIPTION:**

A STRIP OF LAND 10 FEET WIDE, THROUGH PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 48 NORTH, RANGE 32 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN JACKSON COUNTY, MISSOURI, SAID EASEMENT LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE SOUTHEAST CORNER OF SAID  $\frac{1}{4}$   $\frac{1}{4}$  SECTION; THENCE NORTH  $0^{\circ}-37'-46''$  WEST, ALONG THE EAST LINE OF SAID QUARTER SECTION, A DISTANCE OF 999.09 FEET, TO THE TRUE POINT OF BEGINNING OF THE CENTERLINE TO BE HEREIN DESCRIBED; THENCE SOUTH  $88^{\circ}-52'-16''$  WEST, A DISTANCE OF 95.11 FEET; THENCE NORTH  $00^{\circ}-49'-52''$  WEST, A DISTANCE OF 53.57 FEET; THENCE NORTH  $82^{\circ}-59'-03''$  WEST, A DISTANCE OF 300.00 FEET, MORE OR LESS, TO THE CENTERLINE OF THE LITTLE BLUE RIVER AND THE POINT OF TERMINATION OF SAID CENTERLINE.

CONTAINING 4,486.8 SQUARE FEET, MORE OR LESS.

**EXHIBIT 'B'**

**PERMANENT EASEMENT COSTS:**

Tract 1 = 4,486.80 square feet

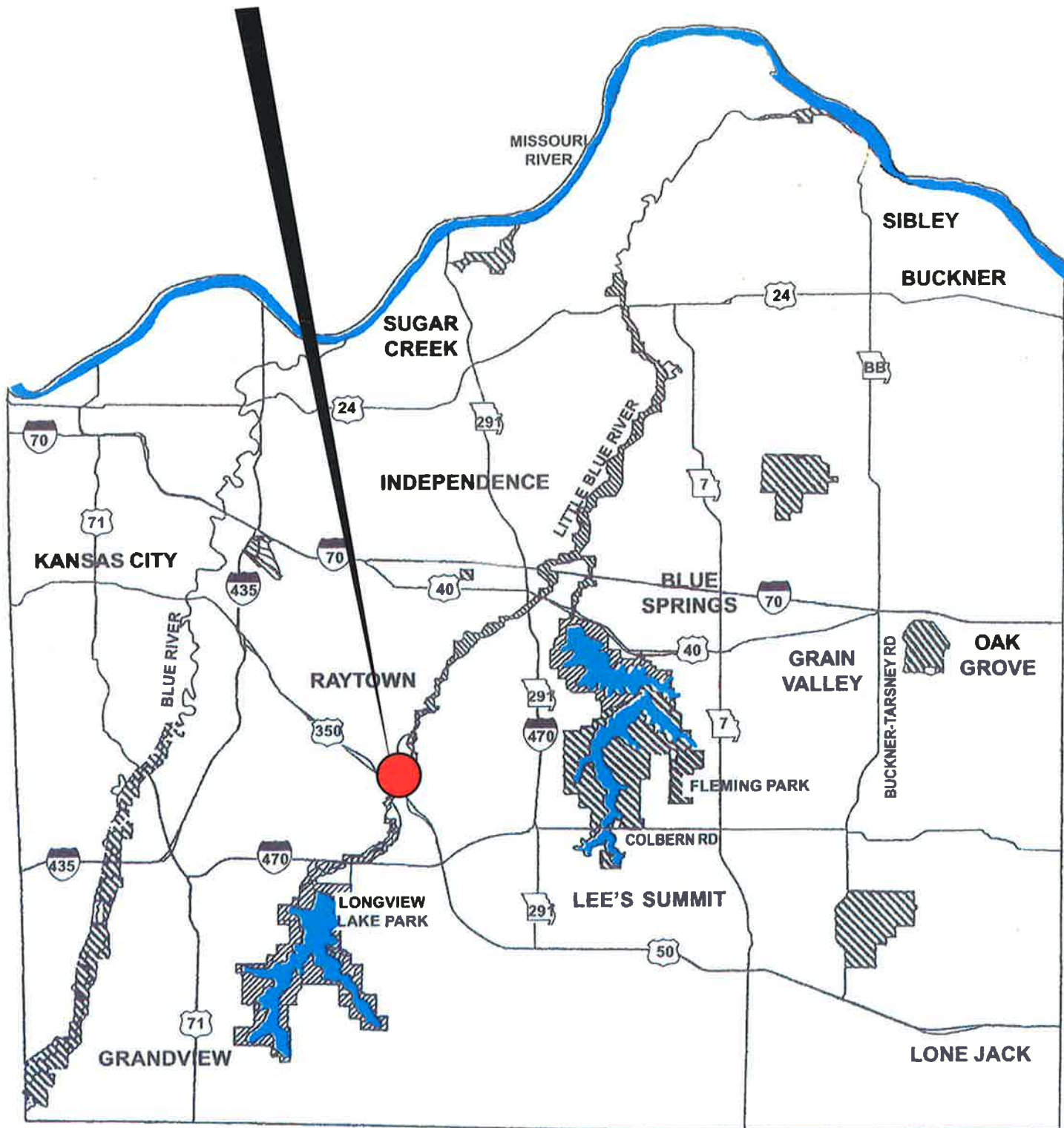
Times \$0.40 per square foot = \$1,794.72

**EASEMENT PROCESSING FEE:** \$ 1,000.00

Total \$2,794.72



# Raytown Soccer Complex Easement Request



Jackson County, Missouri