

WATER LINE EASEMENT

THIS EASEMENT is made this 21st day of March, 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 Kansas City, Missouri, a Municipal Corporation of Jackson County, Missouri, with a mailing address of 4800 E 63rd Street, Kansas City, MO 64130, **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 water 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 water lines, underground pipe, and all necessary appurtenances on the above described property and for all proper purposes connected with the installation, use, maintenance, and replacement of water lines.

GRANTEE, its successors and assigns, shall not interfere in any way with **GRANTOR'S** ongoing use and enjoyment of Easement Area as a public walking and bicycling facility and transportation corridor. **GRANTEE** shall notify **GRANTOR** before work is done on within Easement Area, either below, over, or upon ground level, which may impact **GRANTOR'S** use. For any work what **GRANTEE** may perform in Easement Area, **GRANTEE** shall at all times keep area open and safe for public use. If **GRANTEE** engages in activities on surface of Easement Area, **GRANTEE** shall implement all appropriate safety protocols, such as warning signage and access protection, to alert the public of **GRANTEE'S** activities. Should **GRANTEE'S** activities in Easement Area cause any disturbance of surface of Easement Area, **GRANTEE** shall restore all said surfaces to prior condition, including trail surfaces and landscaping.

RECEIVED

MAR 21 2024

MARY JO SPINO

GRANTEE agrees to relocate any water pipe, lines and appurtenances thereto, within Easement Area, at the request of **GRANTOR**, should **GRANTOR** require Easement Area for future improvements by **GRANTOR**, in the sole discretion of **GRANTOR**.

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 pipelines and appurtenances thereto, by erecting, or causing or allowing to be erected, any habitable building 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 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 Kansas City, 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 21st day of March, 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 29th day of February, 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.

Christine Howard

Notary Public

My Commission Expires: February 28, 2028



**KCMO Project No. 89008226
Jackson County, Missouri
Kansas City, Mo.**

EXHIBIT "A"

PERMANENT WATERLINE EASEMENT

All that part of the Northeast Quarter of Section 22, Township 48, Range 32, in the City of Kansas City, Jackson County, Missouri, being more particularly described as follows:

(Note: The bearings shown on the following description are based on Grid North, Missouri State Plane Coordinate System, NAD83.)

COMMENCING at the Southeast corner of the Northeast Quarter of said Section 22; thence North 02°04'27" East, along the East line of said Northeast Quarter Section, a distance of 857.54 feet; thence North 87°55'33" West, departing said Quarter Section line, a distance of 477.77 feet, to a point on the East boundary line of the CHICAGO, ROCK ISLAND & PACIFIC RAILROAD, as shown on certificate of survey recorded in Book 44, Page 21, and as now established, also the POINT OF BEGINNING; thence South 31°22'18" West, along said East boundary line, a distance of 20.00 feet; thence North 58°37'42" West, departing said East boundary line a distance of 100.00 feet, to a point on the West boundary line of said CHICAGO, ROCK ISLAND & PACIFIC RAILROAD; thence North 31°22'18" East, along said West boundary line, a distance of 20.00 feet; thence South 58°37'42" East, departing said West boundary line, a distance of 100.00 feet, to the POINT OF BEGINNING, containing 2,000 square feet, more or less.

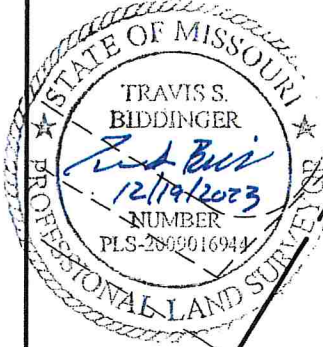
Subject to all easements and restrictions of record.


Travis S. Biddinger
Mo. PLS No. 2009016944

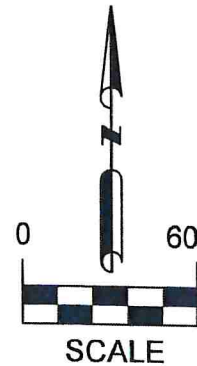


EXHIBIT

QUALITY HOLDINGS, LLC
12902 BLUE PKWY
51-310-01-05-00-0-00-000



JACKSON COUNTY, MISSOURI
BOUNDARY SURVEY of the CHICAGO,
ROCK ISLAND & PACIFIC RAILROAD
BOOK 44, PAGE 21-70



REMAINING LAND
8530 NOLAND RD
51-310-03-02-00-0-00-000

BUILDING ONLY ACCOUNT
8540 NOLAND RD
51-310-03-04-00-0-00-000

BILLBOARD ACCOUNT
8540 NOLAND RD
51-310-03-03-00-0-00-000

NOLAND ROAD

20.00' N 31°22'18" E
100.00' S 58°37'42" E
100.00' N 58°37'42" W
WATERLINE ESMT.

POINT OF BEGINNING

20.00' S 31°22'18" W

477.77'

N 87°55'33" W

BLUE PARKWAY
(350 HWY)

POINT OF COMMENCING
SE CORNER OF NE QUARTER
SEC. 22-48-32
Fnd. 1/2" I.B.

857.54' 22-48-32
N 02°04'27" E
E. LINE NE 1/4

JACKSON COUNTY, MISSOURI

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD 83 AND NAVD 88.

2. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY.

AREAS: JACKSON COUNTY, MISSOURI	
PERM. WATERLINE EASEMENT	2,000.0 SF

LEGEND:

- DENOTES PERMANENT WATERLINE EASEMENT
- DENOTES PROPERTY LINE

TREKK
DESIGN GROUP, LLC

CITY OF KANSAS CITY, JACKSON COUNTY, MISSOURI
KCMO 350 AND NOLAND ROAD IMPROVEMENTS
KCMO PROJECT NO. 89008226
JACKSON COUNTY, MISSOURI
PARCEL ID: 00-000-00-00-00-0-00-000
DATE: 11/16/2023

C.O. NO.:	001502
DRAWN BY:	ABW
CHECKED BY:	JPC
APPROVED BY:	RBC
QVOC BY:	RBC
PROJECT NO.:	A13-2274
QWS&B Agreement:	Exhibit 1, Section 4
DATE:	12-16-2012

KCMO HWY 350 AND NOLAND ROAD ROADWAY IMPROVEMENTS
FEDERAL PROJECT STP-3337(411)

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