

TEMPORARY CONSTRUCTION EASEMENT
Res. 17917

KNOW ALL MEN BY THESE PRESENTS:

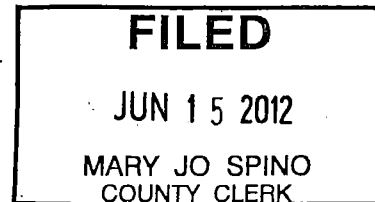
THIS AGREEMENT, made and entered into this 15th day of June, 2012 is by and between Jackson County, Missouri, a County organized and existing under the laws of the State of Missouri, hereinafter called **GRANTOR**, for and in consideration of the sum of One and no/100's Dollars (\$1.00), and other good and valuable considerations, the receipt and sufficiency of which hereby acknowledged, does hereby grant, bargain, sell, convey, and confirm unto The City of Lees Summit, 200 SE Green, Lees Summit, Missouri 64063, a Municipal Corporation of the State of Missouri, hereinafter called **GRANTEE**, a Temporary Construction Easement for use in the establishment, building and repair of sanitary sewer lines, on, over, under, and across the following described land in the County of Jackson, and the State of Missouri, to-wit:

All that part of the Northwest Quarter of Section 34, Township 48 North, Range 31 West, City of Lee's Summit, Jackson County, Missouri, more particularly described as follows:

Commencing at an existing 1½" pipe at the northwest corner of the Northwest Quarter of said Section 34; thence S87°48'10"E, along the north line of said Section 34, 1326.12 feet to a 3/8" iron bar at the northwest corner of the Northeast Quarter of the Northwest Quarter of said Section 34; thence S87°41'25"E, along the north line of said Section 34, 164.41 feet to the Point of Beginning; thence continue S87°41'25"E, 83.17 feet; thence departing said north line, S35°00'00"W, 42.87 feet; thence S15°00'00"W, 64.59 feet; thence N75°00'00"W, 70.00 feet; thence N15°00'00"E, 76.93 feet; thence N35°00'00"E, 10.30 feet to the Point of Beginning.

EXCEPT;

All that part of the Northwest Quarter of Section 34, Township 48 North, Range 31 West, City of Lee's Summit, Jackson County, Missouri, more particularly described as follows:



Commencing at an existing 1½" pipe at the northwest corner of the Northwest Quarter of said Section 34; thence S87°48'10"E, along the north line of said Section 34, 1326.12 feet to a 3/8" iron bar at the northwest corner of the Northeast Quarter of the Northwest Quarter of said Section 34; thence S87°41'25"E, along the north line of said Section 34, 194.12 feet to the Point of Beginning; thence continue S87°41'25"E, 29.71 feet; thence departing said north line, S35°00'00"W, 31.24 feet; thence S15°00'00"W, 44.00 feet; thence N75°00'00"W, 20.00 feet; thence N15°00'00"E, 47.53 feet; thence N35°00'00"E, 21.93 feet to the Point of Beginning.

Containing in all 5,367 square feet or 0.12 acres, more or less.

For and in consideration of the promises hereinafter made by the City of Lees Summit, County hereby permits the City of Lees Summit to use the land described herein 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;

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.

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 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 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.

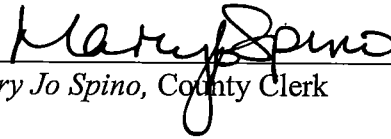
IN WITNESS WHEREOF, the said **GRANTOR**, Jackson County, has caused these presents to be signed by its County Executive and attested by its Clerk of the County Legislature, and its County Seal to be hereunto affixed this 15th day of June, 2012.

JACKSON COUNTY



Michael D. Sanders, County Executive

ATTEST:



Mary Jo Spino, County Clerk

APPROVED AS TO FORM:



W. Stephen Nixon, County Counselor

COUNTY ACKNOWLEDGMENT

STATE OF MISSOURI)

COUNTY OF JACKSON)

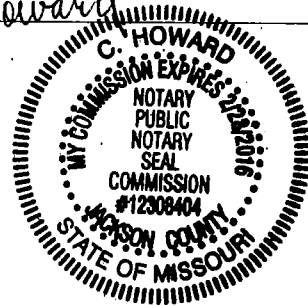
ss:

On this 15th day of June, 2012, before me, a Notary Public, personally appeared Michael D. Sanders, 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.

C. Howard
Notary Public

My Commission Expires:
02/28/16



PERMANENT EASEMENT FILED
Res. 17917

JUN 15 2012

MARY JO SPINO
COUNTY CLERK

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made and entered into this 15th day of June, 2012 is by and between **Jackson County, Missouri**, a County organized and existing under the laws of the State of Missouri, hereinafter called **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 City of Lees Summit, 200 SE Green, Lees Summit, Missouri 64063, a Municipal Corporation of the State of Missouri, hereinafter called **GRANTEE**, a Permanent Easement for use in the establishment, building and repair of sanitary sewer lines, on, over, under, and across the following described land in the County of Jackson, and the State of Missouri, to-wit:

All that part of the Northwest Quarter of Section 34, Township 48 North, Range 31 West, City of Lee's Summit, Jackson County, Missouri, more particularly described as follows:

Commencing at an existing 1½" pipe at the northwest corner of the Northwest Quarter of said Section 34; thence S87°48'10"E, along the north line of said Section 34, 1326.12 feet to a 3/8" iron bar at the northwest corner of the Northeast Quarter of the Northwest Quarter of said Section 34; thence S87°41'25"E, along the north line of said Section 34, 194.12 feet to the Point of Beginning; thence continue S87°41'25"E, 29.71 feet; thence departing said north line, S35°00'00"W, 31.24 feet; thence S15°00'00"W, 44.00 feet; thence N75°00'00"W, 20.00 feet; thence N15°00'00"E, 47.53 feet; thence N35°00'00"E, 21.93 feet to the Point of Beginning.

Containing in all 1,447 square feet or 0.03 acres, more or less.

For and in consideration of \$0.20 cents per square foot of Permanent Easement to be paid by the City of Lees Summit, see attached **Exhibit 'A'** for calculations, and the promises hereinafter made by the City of Lees Summit, County hereby permits the City of Lees Summit to use the land described herein 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;

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.

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 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 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 15th day of June, 2012.

JACKSON COUNTY

Michael D. Sanders
Michael D. Sanders, County Executive

ATTEST:

Mary Jo Spino
Mary Jo Spino, County Clerk

APPROVED AS TO FORM:

W. Stephen Nixon
W. Stephen Nixon, County Counselor

COUNTY ACKNOWLEDGMENT

STATE OF MISSOURI)
)
COUNTY OF JACKSON) ss.

On this 15th day of June, 2012, before me, a Notary Public, personally appeared Michael D. Sanders, 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.

C. Howard
Notary Public

My Commission Expires:
02/28/2016

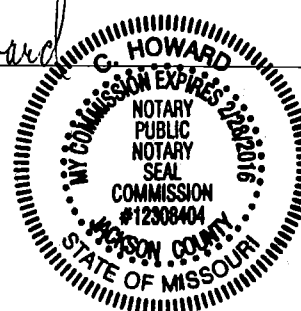


EXHIBIT 'A'

PERMANENT EASEMENT COSTS:

Tract # 1 = 1,447 square feet

Total = 1,447 square feet

Times \$0.20 per square foot = \$289.40