

REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

Completed by County Counselor's Office:

Res/Ord No.: 20322

Sponsor(s): Tony Miller

Date: December 2, 2019

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the acceptance of a donation of a 3.02 acre parcel of land from the Klein Investment Company and designating all parcels of County owned property known as Cave Spring Park as parkland in perpetuity and authorizing the County Executive to execute any documents necessary to complete the acceptance of the Donation.</u></p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td style="text-align: right;">\$</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: _____</p> <p>Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number:	\$
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<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): _____ Prior resolutions and (date): _____</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Brian Nowotny, Deputy Director Park Operations, 816.503.4803</p>										
<p>REQUEST SUMMARY</p>	<p>The Klein Investment Company owns a 3.02 +/- acre parcel of land at the intersection of East Gregory Blvd. and Blue Ridge Blvd. in Raytown, MO and wishes to donate said parcel to Jackson County for the property to forever become a part of Cave Spring Park. The property sits in a prime location and is undeveloped, consisting primarily of wooded upland forest. This parcel, and the remaining County-owned parcels adjacent to the Klein parcel, that make up Cave Spring Park, shall be dedicated in perpetuity as parkland, and shall only be used for park, recreational, cultural and historical preservation and educational purposes.</p>										
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) N/A</p>										
<p>COMPLIANCE</p>	<p><input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals Not Applicable <input type="checkbox"/> VBE Goals</p>										
<p>ATTACHMENTS</p>	<p>Quitclaim Deed; Attachment A Cave Spring Park Map</p>										

REVIEW	Department Director: <i>Michelle Adams</i>	Date:
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager: <i>Carla</i>	Date: <i>11/27/19</i>
	County Counselor's Office: <i>Bryan Coush</i>	Date: <i>11/27/19</i>

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in ____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Title of Document: Quitclaim Deed
Date of Document: _____, 2019
Grantor: Klein Investment Company
Grantee: Jackson County, Missouri
Statutory Address: 7120 Blue Ridge Blvd. Raytown, Missouri 64133
Legal Description: See **Exhibit A** attached hereto.
Reference Book and Page: N/A

QUITCLAIM DEED

THIS QUITCLAIM DEED is given as of the ____ day of _____, 2019, by **KLEIN INVESTMENT COMPANY**, a Missouri corporation (“Grantor”), to **JACKSON COUNTY, MISSOURI**, a constitutional home rule county and political subdivision of the State of Missouri (“Grantee”). Mailing address of Grantee is 415 E. 12th Street, Kansas City, Missouri 64106.

WITNESSETH, Grantor does by these presents **REMISE, RELEASE** and **FOREVER QUIT CLAIM** unto Grantee all of Grantor’s right, title and interest in and to the following real property (the “Property”), together with all improvements thereon, situate, lying and being in the County of Jackson and State of Missouri, to wit:

See EXHIBIT A attached hereto;

subject to easements, reservations, restrictions of record.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto Grantee and unto its successors and assigns forever; so that neither Grantor nor its successors or assigns nor any other person or persons shall or will hereinafter claim or demand any right or title to the Property or any part thereof, but it and each of them shall, by these presents, be excluded and forever barred.

Grantee hereby agrees for itself, its purchasers, lessees, successors, assigns and transferees, that the following restrictions and covenants regarding use of the Property shall apply, which covenants and restrictions shall run with the Property in perpetuity:

- (a) Grantee, its employees, agents and contractors, and the lineal descendants of James M. Klein shall have the right to enter upon the Property at all reasonable times for the purpose of inspection to assure compliance with these covenants and restrictions for their intended purposes.
- (b) The Property shall be used solely as a park, for recreational, cultural and historical preservation and educational purposes in perpetuity. Accordingly, all persons shall be prohibited from constructing any improvements of any kind or taking any action on the Property that is inconsistent with such purposes without the prior written consent of Grantee.
- (c) This Deed, the easements, covenants and restrictions contained herein shall run with, burden and bind the Property and all owners of all or any portions thereof from time to time hereafter which are contained within or adjacent to the Property, and their respective legal representatives, heirs, successors, assigns, transferees and grantees, in perpetuity.

Grantee accepts this conveyance subject to the restrictions set forth herein, and for itself, its purchasers, lessees, successors, assigns and transferees, covenants to and with Grantor that it, and its purchasers, lessees, successors, assigns and transferees, will faithfully observe and perform the above restrictions and covenants.

In the event that any person or entity takes any action or omits to take any action which violates the foregoing covenants and restrictions, Grantee may take such action as is necessary to enforce such compliance and recover its costs and expenses in such enforcement proceedings. If Grantee fails to promptly take action to enforce such compliance, then the oldest living lineal descendant of James M. Klein may do so. This right of enforcement shall include the authority and right to enter at all reasonable times upon any portions of the Property as to which a violation, breach or other condition needing remediation exists and taking such action as may be necessary to abate, extinguish, remove or repair any violation, breach or other condition which may exist contrary to the provisions of this Deed. All costs and expenses, including reasonable attorneys' fees and costs, incurred by the oldest living lineal descendant of James M. Klein in enforcing its rights and remedies herein shall be a binding, personal obligation of any person or entity breaching the provisions hereof, enforceable at law or in equity.

The failure of Grantee or James M. Klein to enforce any restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or violation or as to one occurring prior or subsequent thereto.

All restrictions contained herein shall be deemed prior and superior to all mortgages and deeds of trust hereafter executed upon the Property, and to all leases covering part or all of the Property. If any portion of the Property is sold under power of sale or other foreclosure of any mortgage or deed of trust, any purchaser at such sale, and its successors and assigns, shall hold any and all of such properties purchased subject to all of the restrictions hereof as fully as if it were the Grantee under this Deed.

If any provision or phrase of the restrictions set forth herein shall be adjudged by judgment of any court as unconstitutional or invalid, the same shall not affect the validity of these covenants or restrictions as a whole or any part of the provisions hereof other than the part so decided to be invalid or unconstitutional and the other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, Grantor has hereunto set its hand as of the day and year first above written.

KLEIN INVESTMENT COMPANY

By: _____
James M. Klein, Partner

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2019, before me, the undersigned Notary Public in and for the county and state aforesaid, came James M. Klein, a partner of Klein Investment Company, a partnership, who is personally known to me to be the same person who executed the foregoing instrument, and he acknowledged his execution of the foregoing instrument as the free act and deed of said partnership for the purposes stated therein.

Signature of Notary Public

Printed Name of Notary Public

My commission expires: