

FILED

OCT 30 2012

MARY JO SPINO
COUNTY CLERK

Project # 70511103

Federal Project No: BRM - 3379 (430)

OPTION-ESCROW AGREEMENT

Res. 17968

This Option and Escrow Agreement made and entered into this 12th day of September, 2012, by and between the CITY OF INDEPENDENCE, MISSOURI, (herein called "City"), and JACKSON COUNTY MISSOURI, owner. And ALPHA TITLE, herein called "Escrow Agent".

Witnesseth:

Whereas Owner owns the following described property rights located in Independence, Jackson County, Missouri:

PARCEL 3

GENERAL UTILITY EASEMENT:

Part of the Northeast quarter of Section 21, Township 49, Range 31, in the City of Independence, Jackson County, Missouri, more particularly described as follows:

Commencing at the Southwest corner of said Northeast quarter; thence South 88°03'39" East, along the South line of said Northeast quarter, a distance of 810.18 feet; thence North 01°56'21" East, a distance of 60.00 feet, to a point on the North right-of-way line of 39th Street, as now established, said point also being on the South line of said Jackson County property, said point also being the Point of Beginning; thence North 49°31'21" West, along the North right-of-way line of said 39th Street, and along the South line of said property, a distance of 24.07 feet; thence South 88°03'39" East, departing the North right-of-way line of said 39th Street, and the South line of said property, a distance of 409.79 feet, to a point on the East line of said property, said point also being on the West line of Tract H, SADDLE RIDGE VILLAS P. U. D.-2ND PLAT, a subdivision in said City, County and State; thence South 31°32'13" West, along the East line of said property, and along the West line of said Tract H, a distance of 17.25 feet, to the Southeast corner of said property, said point also being on the North right-of-way line of said 39th Street; thence North 88°03'39" West, along the North right-of-way line of said 39th Street, and along the South line of said property, a distance of 382.44 feet, to the Point of Beginning. Subject to all covenants, easements and restrictions of record. Containing 5,941.0 square feet, more or less.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT:

Part of the Northeast quarter of Section 21, Township 49, Range 31, in the City of Independence, Jackson County, Missouri, more particularly described as follows:

Commencing at the Southwest corner of said Northeast quarter; thence South 88°03'39" East, along the South line of said Northeast quarter, a distance of 810.18 feet; thence North 01°56'21" East, a distance of 60.00 feet, to a point on the North right-of-way line of 39th Street, as now established, said point also being on the South line of said Jackson County property; thence North 49°31'21"

West, along the North right-of-way line of said 39th Street, and along the South line of said property, a distance of 24.07 feet, to the Point of Beginning; thence continuing North 49°31'21" West, along the North right-of-way line of said 39th Street, and along the South line of said property, a distance of 2.64 feet, to a point on the East right-of-way line of Selsa Road, as now established, said point also being on the West line of said property; thence North 02°30'31" East, departing the North right-of-way line of said 39th Street, and along the East right-of-way line of said Selsa Road, and along the West line of said property, a distance of 98.36 feet; thence South 88°03'39" East, departing the East right-of-way line of said Selsa Road, and the West line of said property, a distance of 100.48 feet; thence South 01°58'33" West, a distance of 40.00 feet; thence South 43°01'27" East, a distance of 63.60 feet; thence South 88°03'39" East, a distance of 274.00 feet, to a point on the East line of said property, said point also being on the West line of Tract H, SADDLE RIDGE VILLAS, P.U.D.-2ND PLAT, a subdivision in said City, County and State; thence South 31°32'13" West, along the East line of said property, and along the West line of said Tract H, a distance of 17.25 feet; thence North 88°03'39" West, departing the East line of said property, and the West line of said Tract H, a distance of 409.79 feet, to the Point of Beginning. Subject to all covenants, easements and restrictions of record. Containing 15,825.6 square feet, more or less.

The temporary construction and grading easement shall terminate at the earlier of:

- 1) Two (2) years from the date construction begins; or
- 2) The date construction is completed and accepted by the City.

Also;

PARCEL 6

TEMPORARY CONSTRUCTION AND GRADING EASEMENT:

Part of the Southeast quarter of Section 21, Township 49, Range 31, in the City of Independence, Jackson County, Missouri, more particularly described as follows:

Commencing at the Northwest corner of said Southeast quarter; thence South 88°03'39" East, along the North line of said Southeast quarter, a distance of 778.74 feet; thence South 01°56'21" West, a distance of 40.00 feet, to a point on the South right-of-way line of 39th Street, said point also being the Northwest corner of said Jackson County property, said point also being the Point of Beginning; thence South 88°03'39" East, along the South right-of-way line of said 39th Street, and along the North line of said property, a distance of 379.03 feet, to the Northeast corner of said property; thence South 02°39'23" West, departing the South right-of-way line of said 39th Street, and the North line of said property, and along the East line of said property, a distance of 45.00 feet; thence North 88°03'39" West, departing the East line of said property, a distance of 219.36 feet; thence South 46°56'22" West, a distance of 56.57 feet; thence South 01°56'22" West, a distance of 40.00 feet; thence North 88°03'39" West, a distance of 25.00 feet; thence South 01°56'22" West, a distance of 100.00 feet; thence North 88°03'39" West, a distance of 96.92 feet, to a point on the West line of said property; thence North 02°39'23" East, along the West line of said property, a distance of 225.02 feet, to the Point of Beginning. Subject to all covenants, easements and restrictions of record. Containing 37,099.8 square feet, more or less.

The temporary construction and grading easement shall terminate at the earlier of:

- 1) Two (2) years from the date construction begins; or
- 2) The date construction is completed and accepted by the City.

Now, therefore, it is agreed by and between the parties as follows:

1. Owner, in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged do by these presents grant to City the exclusive option, right and privilege of purchasing the above described property rights within 90 days of the date above written, at a total purchase price of - - - Three Thousand One Hundred Eighty Eight and 20/100 - - - - (\$3,188.20) Dollars.

~~2. Owner hereby delivers to the Escrow Agent properly executed and acknowledged documents, conveying the above described property, rights, which instruments shall be delivered to the City by the Escrow Agent upon City's delivering to Escrow Agent the purchase price set out in paragraph 1 above.~~

3. The undersigned owner warrants that he/she is vested with fee simple title to the above described property free and clear of all liens, encumbrances, tenancies, leaseholds, easements and the rights of claims of all persons whomsoever, except as expressly described below, and except public utility easements, if any.

4. The Escrow Agent, in consideration of the sum of One (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby accepts the deed of conveyance from Owner to City and agrees to hold same in Escrow during the period of this option and upon receipt from the City within the period specified herein of the purchase price for the property by a draft made payable to the Escrow Agent for Owner and promptly pay over to Owner said purchase price less deductions necessary for the payment of taxes, liens and encumbrances which may be pending or are due and payable at the time of closing and all other payments stipulated in this agreement. If City does not exercise its rights under this option, Escrow Agent shall return said deed and other related documents to Owner at the expiration of the option period.

5. Escrow Agent agrees to furnish to City two certified copies of the deed of conveyance and other related documents including copies of this agreement for use in securing payment of the purchase price.

(The use of singular nouns or pronouns shall be construed as plural and the use of plural nouns or pronouns shall be construed as singular where applicable.)

CITY OF INDEPENDENCE, MISSOURI
Department of Public Works
Land Acquisition Agent


ADDRESS & TELEPHONE

111 E. Maple Street
Independence, MO 64050
(816) 325-7600

By: *Norman E. Wade*
(NORMAN E. WADE


SIGNATURE OF OWNERS:

JACKSON COUNTY, MISSOURI

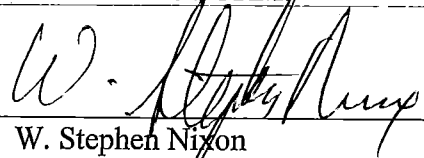
By: 
Michael D. Sanders
County Executive

Property Address:
20800 E. 39th Street South
Independence, MO 64057
And Jackson County Parcel
I.D. #34-100-01-14-01-2-00-000
Primary Contact #:

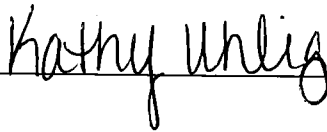
ATTEST:

By: 
Mary Jo Spino
Clerk of the County Legislature

APPROVED TO AS FORM:

By: 
W. Stephen Nixon
County Counselor

ESCROW AGENT:

By: 

Alpha Title, LLC
306 SE 3rd Street
Lee's Summit, MO 64063
(816) 347-8300

