

PERMANENT EASEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2014 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 Menard, Inc., a Wisconsin corporation, hereinafter called GRANTEE, a Permanent Easement for use in the establishment, building and repair of storm sewer lines, on, over, under, and across the following described land in the County of Jackson, and the State of Missouri, to-wit:

DESCRIPTION: PERMANENT STORM SEWER EASEMENT

A STRIP OF LAND, 30.00 FEET WIDE, BEING PART OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 49 NORTH, RANGE 31 WEST, INDEPENDENCE, JACKSON COUNTY, MISSOURI, LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE N02°27'18"E, ALONG THE WEST LINE OF SAID QUARTER, A DISTANCE OF 1320.95 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE S87°51'28"E, ALONG SAID SOUTH LINE, A DISTANCE OF 69.23 FEET TO THE WEST LINE OF QUIKTRIP STORE NO. 152, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI; THENCE N02°11'18"E, ALONG SAID WEST LINE, A DISTANCE OF 125.92 FEET TO THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 459 AT PAGE 641; THENCE S87°51'35"E, ALONG SAID SOUTH LINE, A DISTANCE OF 373.89 FEET TO A POINT OF CURVE TO THE LEFT, HAVING A RADIUS OF 688.68 FEET AND A CENTRAL ANGLE OF 28°03'46"; THENCE ALONG THE ARC OF THAT CURVE, BEING SAID SOUTH LINE, A DISTANCE OF 337.31 FEET TO THE POINT OF BEGINNING; THENCE N32°30'00"W, A DISTANCE OF 104.50 FEET TO THE POINT OF TERMINUS; THE SIDELINES OF SAID STRIP OF LAND ARE TO EXTEND OR CONTRACT TO TERMINATE ON THE SOUTH LINE OF SAID TRACT OF LAND

DESCRIBED IN BOOK 459 AT PAGE 641. CONTAINING 3133 SQUARE FEET, MORE OR LESS.

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 ____ day of _____, 20__.

Jackson County, Missouri

By: _____
County Executive

Michael D. Sanders
Printed Name

By: _____
Title

Printed Name

ATTEST:

ATTEST:

Clerk of the County Legislature

COUNTY SEAL AFFIXED

Mary Jo Spino
Printed Name

Approved as to form:

County Counselor

COUNTY ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF JACKSON

ON THIS THE _____ day of _____, 20____, before me, a Notary Public, personally appeared: Michael D. Sanders and proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as County Executive on behalf of the County therein named, and acknowledged to me that the County executed it.

WITNESS my hand and official seal in the County and State aforesaid, the day and year first above written.

/s/ _____
Notary Public Signature

Printed or Typed Name

(Seal)

My Commission Expires:

EXHIBIT 'A'

PERMANENT EASEMENT COSTS:

Tract 1 = 3133 square feet

Times \$0.40 per square foot = \$1,253.20

EASEMENT PROCESSING FEE: \$2,000.00

Total \$3,253.20

ORDERED BY: WARGER ASSOCIATES, INC.
 MR. STEVE WARGER, P.E.
 1617 SWIFT
 NORTH KANSAS CITY MO 64116

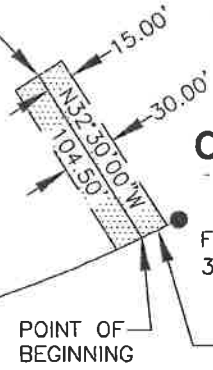
EXHIBIT

Ord. 4652

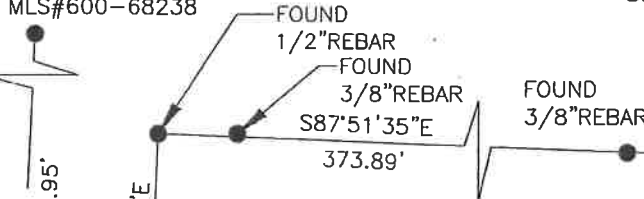
FOUND COPPERWELD
 NORTHWEST CORNER
 SOUTHEAST QUARTER
 SECTION 21-T49N-R31W
 MLS#600-68238

SOUTH LINE OF TRACT OF LAND
 DESCRIBED AS RIGHT-OF-WAY
 CASE NO. 763646
 BK 459 PG 641

POINT OF
 TERMINUS



FOUND
 3/8\"/>



QUIKTRIP STORE NO. 152
 LOT 1
 INS#2013E0111497



POINT OF COMMENCING
 FOUND CHISELLED CROSS
 SOUTHWEST CORNER
 SOUTHEAST QUARTER
 SECTION 21-T49N-R31W
 MLS#600-69886

LEGEND:



DENOTES PERMANENT
 EASEMENT

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THIS EXHIBIT IS NOT A BOUNDARY SURVEY. THIS EXHIBIT IS BASED ON INFORMATION PROVIDED BY CHICAGO TITLE INSURANCE COMPANY IN TITLE COMMITMENT POLICY FILE NO. 20121627 DATED MAY 15, 2012.

BY MCLAUGHLIN-MUELLER, INC.



MARTIN MUELLER, PLS 2487

McLaughlin Mueller, Inc.

PROFESSIONAL LAND SURVEYORS
 218 WEST MILL STREET
 LIBERTY, MO 64068
 PHONE 816-407-0002 FAX 816-407-0003
 Corporation LS 1999141096

DRAWING NAME: 12046stormease.dwg

DATE: JULY 8, 2014

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PROJECT NO.: 12046

12046stormeasedesc.doc

A STRIP OF LAND, 30.00 FEET WIDE, BEING PART OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 49 NORTH, RANGE 31 WEST, INDEPENDENCE, JACKSON COUNTY, MISSOURI, LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE N02°27'18"E, ALONG THE WEST LINE OF SAID QUARTER, A DISTANCE OF 1320.95 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE S87°51'28"E, ALONG SAID SOUTH LINE, A DISTANCE OF 69.23 FEET TO THE WEST LINE OF QUIKTRIP STORE NO. 152, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI; THENCE N02°11'18"E, ALONG SAID WEST LINE, A DISTANCE OF 125.92 FEET TO THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 459 AT PAGE 641; THENCE S87°51'35"E, ALONG SAID SOUTH LINE, A DISTANCE OF 373.89 FEET TO A POINT OF CURVE TO THE LEFT, HAVING A RADIUS OF 688.68 FEET AND A CENTRAL ANGLE OF 28°03'46"; THENCE ALONG THE ARC OF THAT CURVE, BEING SAID SOUTH LINE, A DISTANCE OF 337.31 FEET TO THE POINT OF BEGINNING; THENCE N32°30'00"W, A DISTANCE OF 104.50 FEET TO THE POINT OF TERMINUS; THE SIDELINES OF SAID STRIP OF LAND ARE TO EXTEND OR CONTRACT TO TERMINATE ON THE SOUTH LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 459 AT PAGE 641. CONTAINING 3133 SQUARE FEET, MORE OR LESS.

