

Project No. 80001729
30" WMR N of Bannister Rd.
SEC 28 TW 48 RG 33
Jackson County, Missouri
303 W. Walnut
Independence, MO
64050

**TEMPORARY EASEMENT
FOR
WATER MAIN AND APPURTENANCES**

FILED
SEP 09 2014
MARY JO SPINO
COUNTY CLERK

Let it be known that Jackson County, Missouri, owner of the subject property, hereafter called the **GRANTOR**, on this 9th day of September, 2014, for and in consideration of \$1.00, the receipt of which is acknowledged, does grant, remise, and release unto **Kansas City**, a Missouri Municipal Corporation, through its Water Services Department, whose mailing address is:

**Water Services Department
Systems Engineering
c/o Right-of-way Agent
4800 E. 63rd Street
Kansas City, MO 64130**

and hereafter called the **GRANTEE**, a **TEMPORARY EASEMENT** for the operation and movement of equipment, and the movement of a working force, in connection with the location, construction, reconstruction, maintenance, operation and repair of a water main and any appurtenances thereto, over under and through the following described tract of land situated in Kansas City, Jackson County, Missouri, to-wit:

A description of a tract of land 80 feet in width for a Temporary Construction Easement, located in all that part of the Northeast Quarter of Section 28, Township 48 North, Range 33 West of the Fifth Principal Meridian, in Kansas City, Jackson County, Missouri, more particularly described as follows;

Bearings are based on the South line of the Northeast Quarter of said Section 28 having a Missouri Coordinate System of 1983, West zone, grid bearing of North 86° 51' 29" West;

Commencing at the Southeast corner of the Northeast Quarter of said Section 28;

Then North 86° 51' 29" West, along and with the South line of the Northeast Quarter of said Section 28, a distance of 730.47 feet;

Then N 29° 58' 40" E, a distance of 13.69 feet;

Then N 15° 11' 01" W, a distance of 11.53 feet;

Then N 27° 30' 43" E, a distance of 36.11 feet to a point on the North Right-of-Way line of Missouri Route W (Bannister Road), said point is also the POINT OF BEGINNING;

Then North 79° 14' 14" West, along and with said North Right-of-Way line of Missouri Route W (Bannister Road), a distance of 41.77 feet;

Then North 27° 30' 43" East, a distance of 238.47 feet to a point of intersection with the centerline of the Blue River, said centerline of the Blue River was determined by field observations of the low water mark of the right and left banks on March 6-7, 2013;

Then along and with the centerline of the Blue River the following 8 courses;

Then North 78° 25' 17" East, a distance of 11.39 feet;

Then North 89° 56' 50" East, a distance of 10.87 feet;

Then South 80° 45' 34" East, a distance of 12.13 feet;

Then South 77° 46' 38" East, a distance of 10.37 feet;

Then South 72° 50' 20" East, a distance of 10.17 feet;

Then South 62° 55' 13" East, a distance of 10.38 feet;

Then South 68° 25' 12" East, a distance of 10.11 feet;

Then South 71° 41' 54" East, a distance of 9.70 feet;

Then South 27° 30' 43" West, a distance of 237.65 feet to a point on the North Right-of-Way line of Missouri Route W (Bannister Road);

Then North 79° 14' 14" West, along and with said North Right-of-Way line of Missouri Route W (Bannister Road), a distance of 41.77 feet to the POINT OF BEGINNING.

Subject to easements, restrictions, reservations, and covenants now of record, if any;

Containing 19418.1 sq. ft. or 0.4458 acres, more or less

The **GRANTEE**, its agents, employees or independent contractors shall have the right to go upon the above described tract of land, for the purpose of constructing, maintaining, and repairing the water main improvements and appurtenances thereto, and shall upon completion of such construction, maintenance or repair, cause the land

of the GRANTOR to be restored to substantially the same condition that existed prior to the GRANTEE'S entry upon it.

This easement shall not be construed to prohibit the GRANTOR from developing any adjoining property or from the laying out, establishing and constructing of pavement, surfacing of roadways, curbing and gutters along, upon, over or across said easement or any portion thereof.

Said temporary easement shall terminate upon completion and acceptance of the improvements by the Director of Water Services Department or five (5) years from the date of signing whichever is earlier.

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 easement to the GRANTEE herein.

JACKSON COUNTY MISSOURI

BY: Michael D. Sanders
Michael D. Sanders
County Executive

APPROVED AS TO FORM
BY: W. Stephen Nixon
W. Stephen Nixon
County Counselor

STATE OF _____)
) ss
COUNTY OF _____)

On this 9th day of September 20 14 before me appeared **Michael D. Sanders**, County Executive, Jackson County Missouri, who executed the foregoing instrument; and acknowledged that he executed the same as a free act and deed and on behalf of said County.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my official seal, the day and year last above written.

C. Howard (Sign)
C. Howard (Print)



My Commission expires 2/28/2016

ATTEST:

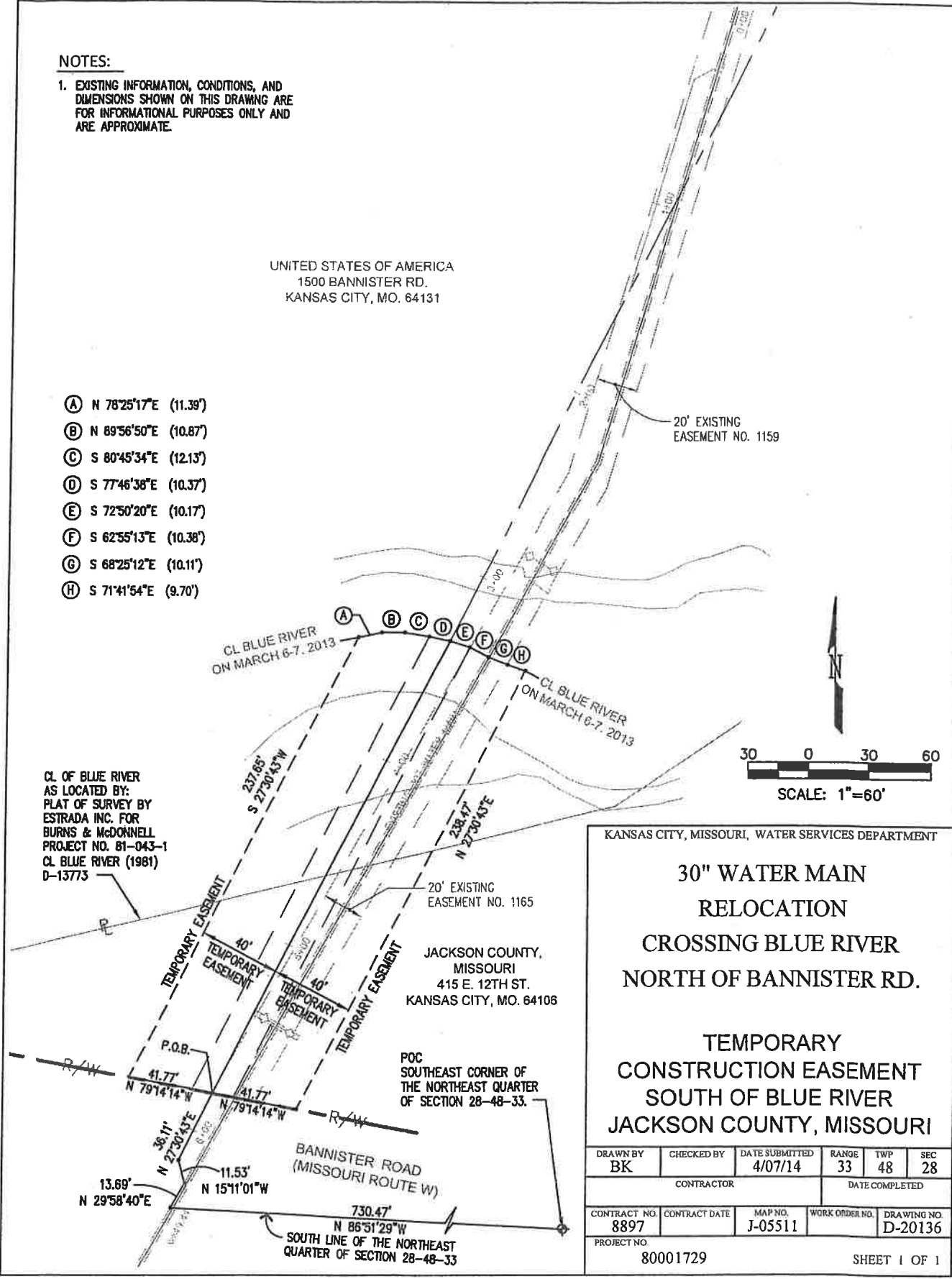
Mary Spain
Clerk of the County Legislature

NOTES:

1. EXISTING INFORMATION, CONDITIONS, AND DIMENSIONS SHOWN ON THIS DRAWING ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE APPROXIMATE.

UNITED STATES OF AMERICA
 1500 BANNISTER RD.
 KANSAS CITY, MO. 64131

- (A) N 78°25'17"E (11.39')
- (B) N 89°56'50"E (10.87')
- (C) S 80°45'34"E (12.13')
- (D) S 77°46'38"E (10.37')
- (E) S 72°50'20"E (10.17')
- (F) S 62°55'13"E (10.38')
- (G) S 68°25'12"E (10.11')
- (H) S 71°41'54"E (9.70')



CL OF BLUE RIVER AS LOCATED BY: PLAT OF SURVEY BY ESTRADA INC. FOR BURNS & McDONNELL PROJECT NO. 81-043-1 CL BLUE RIVER (1981) D-13773

JACKSON COUNTY, MISSOURI
 415 E. 12TH ST.
 KANSAS CITY, MO. 64106

POC SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 28-48-33.

KANSAS CITY, MISSOURI, WATER SERVICES DEPARTMENT

**30" WATER MAIN
 RELOCATION
 CROSSING BLUE RIVER
 NORTH OF BANNISTER RD.**

**TEMPORARY
 CONSTRUCTION EASEMENT
 SOUTH OF BLUE RIVER
 JACKSON COUNTY, MISSOURI**

DRAWN BY BK	CHECKED BY	DATE SUBMITTED 4/07/14	RANGE 33	TWP 48	SEC 28
CONTRACTOR			DATE COMPLETED		
CONTRACT NO. 8897	CONTRACT DATE	MAP NO. J-05511	WORK ORDER NO.	DRAWING NO. D-20136	
PROJECT NO. 80001729			SHEET 1 OF 1		

Project No. 80001729
30" WMR N of Bannister Rd.
SEC 28 TW 48 RG 33
Jackson County, Missouri
303 W. Walnut
Independence, MO

64050
FILED
SEP 09 2014
MARY JO SPINO
COUNTY CLERK

**PERMANENT EASEMENT
FOR
WATER MAIN AND APPURTENANCES**

Let it be known that **Jackson County, Missouri**, owner of the subject property, hereafter called the **GRANTOR**, on this 9th day of September, 2014, for and in consideration of \$1.00, the receipt of which is acknowledged, does grant, remise, release and forever Quit-Claim unto Kansas City, a Missouri Municipal Corporation, through its Water Services Department, whose mailing address is:

Water Services Department
Systems Engineering
c/o Right-of-way Agent
4800 E. 63rd Street
Kansas City, MO 64130

and hereafter called the **GRANTEE**, a PERMANENT EASEMENT for the operation and movement of equipment, and the movement of a working force, in connection with the location, construction, reconstruction, maintenance, operation and repair of a water main and any appurtenances thereto, over under and through the following described tract of land situated in Kansas City, Jackson County, Missouri, to-wit:

A description of a tract of land 20 feet in width for a Permanent Water Easement, located in all that part of the Northeast Quarter of Section 28, Township 48 North, Range 33 West of the Fifth Principal Meridian, in Kansas City, Jackson County, Missouri, more particularly described as follows;

Bearings are based on the South line of the Northeast Quarter of said Section 28 having a Missouri Coordinate System of 1983, West zone, grid bearing of North 86° 51' 29" West;

Commencing at the Southeast corner of the Northeast Quarter of said Section 28;

Then North 86° 51' 29" West, along and with the South line of the Northeast Quarter of said Section 28, a distance of 730.47 feet;

Then N 29° 58' 40" E, a distance of 13.69 feet to a point on a line that is a Southerly extension of the centerline of the existing 20 foot wide Water Easement #1165 recorded as document K508522 in Book 1116 at Page 1101 on December 10, 1981;

Then N 15° 11' 01" W, a distance of 11.53 feet;

Then N 27° 30' 43" E, a distance of 36.11 feet to a point on the North Right-of-Way line of Missouri Route W (Bannister Road), said point is also the POINT OF BEGINNING;

Then S 79° 14' 14" E, along and with said North Right-of-Way line of Missouri Route W, a distance of 10.44 feet;

Then N 27° 30' 43" E, a distance of 244.00 feet to a point of intersection with the centerline of the Blue River, said centerline of the Blue River was determined by field observations of the low water mark of the right and left banks on March 6-7, 2013;

Then N 72° 50' 20" W, along and with the centerline of the Blue River, a distance of 10.17 feet;

Then N 77° 46' 38" W, along and with the centerline of the Blue River, a distance of 10.37 feet;

Then S 27° 30' 43" W, leaving the centerline of the Blue River, a distance of 245.46 feet to a point on the North Right-of-Way line of Missouri Route W (Bannister Road);

Then S 79° 14' 14" E, along and with said North Right-of-Way line of Missouri Route W, a distance of 10.44 feet to the POINT OF BEGINNING.

Subject to easements, restrictions, reservations, and covenants now of record, if any;

Containing 4901.0 sq. ft. or 0.1125 acres, more or less;

Together with the right of ingress to and egress from the above described land and contiguous land owned by the **GRANTOR**.

The **GRANTEE**, its agents, employees or independent contractors shall have the right to go upon the above described tracts of land, for the purpose of constructing, maintaining, and repairing the water main improvements and appurtenances thereto, and shall upon completion of such construction, maintenance or repair, cause the land of the **GRANTOR** to be restored to substantially the same condition that existed prior to the **GRANTEE'S** entry upon it.

The **GRANTOR** herein agrees for itself and for its heirs, successors or assigns, that the tract of land over which a permanent water main easement is being granted shall be kept free from buildings or any other structures or obstructions (except grass, shrubs, fences, sidewalks, roadways, pavement or curbs) that would interfere with the **GRANTEE** in excavating upon said permanent easement for the purposes of laying, constructing, operating, maintaining or repairing a water main and all appurtenances incidental thereto.

The **GRANTOR** herein also agrees for itself and for its heirs, successors, or assigns that no change in the earth cover over the water line will be made without the written approval of the **GRANTEE'S** Director of Water Services.

These easements shall not be construed to prohibit the **GRANTOR** from developing any adjoining property or from the laying out, establishing and constructing of pavement, surfacing of roadways, curbing and gutters along, upon, over or across said easement or any portion thereof.

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 easement to the **GRANTEE** herein.

JACKSON COUNTY MISSOURI

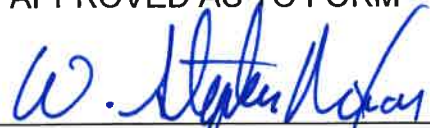
BY:



Michael D. Sanders
County Executive

APPROVED AS TO FORM

BY:



W. Stephen Nixon
County Counselor

ATTEST:


Clerk of the County Legislature

STATE OF _____)
) ss
COUNTY OF _____)

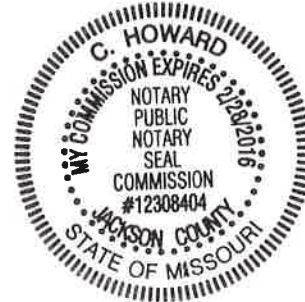
On this 9th day of September 20 14 before me appeared **Michael D. Sanders**, County Executive Jackson County Missouri, who executed the foregoing instrument; and acknowledged that he executed the same as a free act and deed and on behalf of said County.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my official seal, the day and year last above written.

C. Howard (Sign)

C. Howard (Print)

My Commission expires 2/28/2016



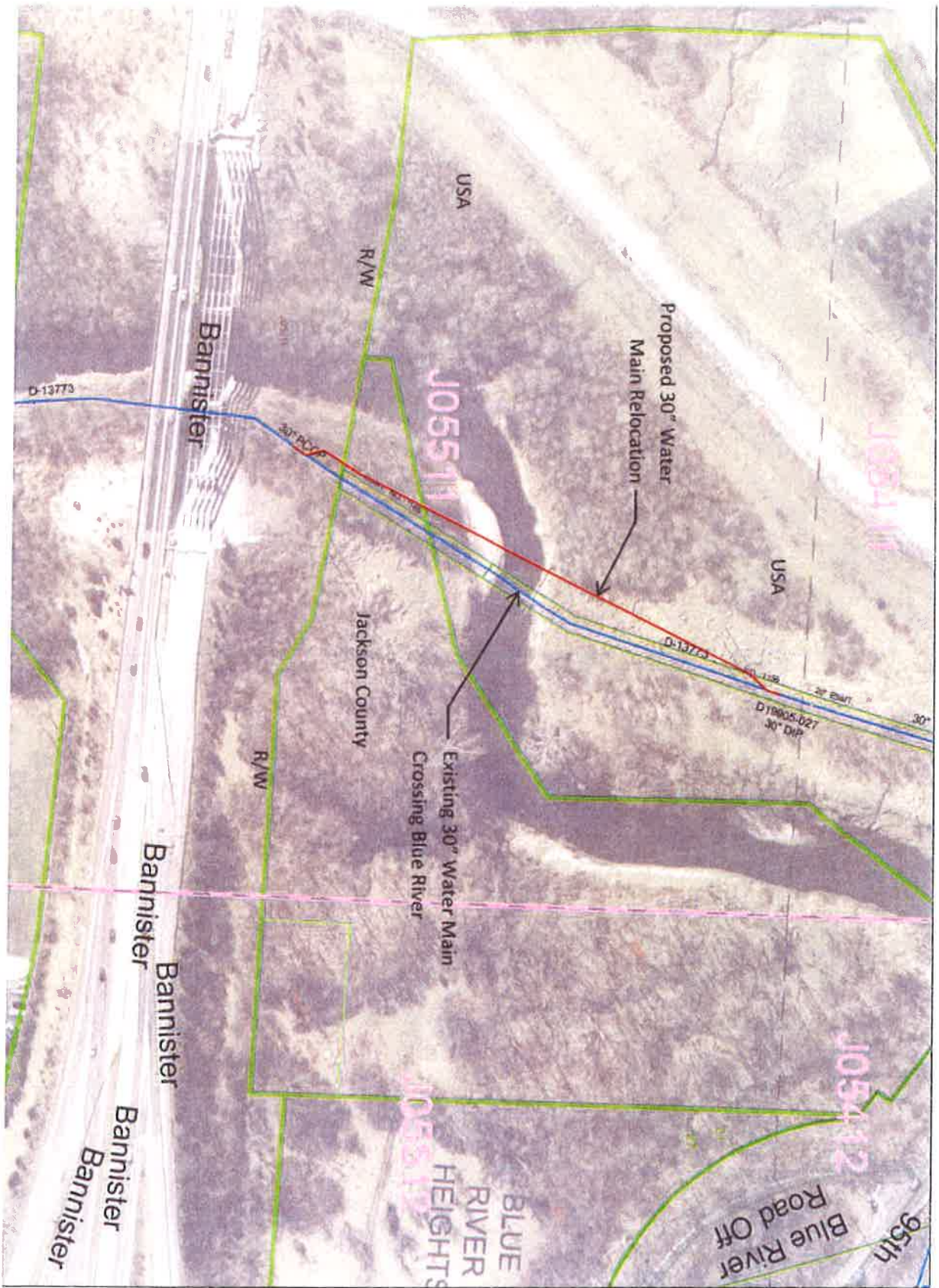


FIGURE 1