

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$2,280.00 from the undesignated fund balance of the 2019 Park Fund in acceptance of easement and processing fees from the City of Lee's Summit and authorizing the County Executive to execute Permanent and Temporary Construction Easements across Rock Island Rail Corridor property in favor of the City of Lee's Summit.

ORDINANCE NO. 5220, April 29, 2019

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the City of Lee's Summit has a requirement to construct a 27-inch sanitary sewer interceptor located on Longview Road between Ward Road and Pryor Road; and,

WHEREAS, the sanitary sewer interceptor crosses the Rock Island Corridor Trail south of Longview Road; and,

WHEREAS, Rock Island Corridor Authority has recommended that the County grant the attached Temporary and Permanent Easements in favor of the City of Lee's Summit for this project; and,

WHEREAS, the City of Lee's Summit has agreed to pay the County easement and processing fees required by the County Code, totaling \$2,280.00, and

WHEREAS, these funds are to be used for trail maintenance and repair activities pursuant to the management and maintenance and maintenance agreement with KCATA; and,

WHEREAS, an appropriation is needed to place the easement funds in the appropriate spending account; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2019 Park Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Park Fund 003-9999	42497 – Leases Rock Island Railroad	\$2,280	
003-2810	Undesignated Fund Balance		\$2,280
003-2810	Undesignated Fund Balance	\$2,280	
Rock Island Rail Corridor Auth. 003-3601	56570– Maint. & Repair-Misc		\$2,280

and,

BE IT FURTHER ORDAINED by the County Legislature of Jackson County, Missouri, that the attached Temporary and Permanent Easements are hereby approved and that the County Executive is hereby authorized to execute on behalf of the County the attached Easements and any other documents necessary to give effect to this Ordinance.

Effective Date: This Ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:

[Signature]
Chief Deputy County Counselor

[Signature]
County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 5220 of April 29, 2019, was duly passed on April 29, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 7

Nays 0

Abstaining 0

Absent~~s~~ 2

This Ordinance is hereby transmitted to the County Executive for his signature.

4/29/19
Date

[Signature]
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5220.

4/29/2019
Date

[Signature]
Frank White, Jr., County Executive

Funds sufficient for this appropriation are available from the source indicated below.

ACCOUNT NUMBER: 003 2810
ACCOUNT TITLE: Park Fund
Undesignated Fund Balance
NOT TO EXCEED: \$2,280.00

4/25/19
Date

[Signature]
Chief Administrative Officer



LEE'S SUMMIT MISSOURI

January 16, 2019

Ms. Michelle Newman
Director, Jackson County Parks and Recreation
22807 Woods Chapel Road
Blue Springs, MO 64015

**Re: City of Lee's Summit
Cedar Creek Interceptor, Phase 3**

Dear Ms. Newman:

The City of Lee's Summit is currently designing and acquiring easements for the construction of a 27-inch sanitary sewer interceptor in the vicinity of Longview Road between Ward Road and Pryor Road. In order to complete this project, we will need to obtain an easement for our sanitary sewer interceptor as it crosses the Rock Island Corridor Trail just south of Longview Road. Please find attached the following documentation for your review, including:

- Sheet 00G002 General Layout, Survey Control and Legend
- Sheet 00C101 Plan and Profile
Sta. 85+87.21 to Sta. 100+00
- Sheet 00C102 Plan and Profile
Sta. 100+00 to Sta. 112+52
- Easement Exhibit No. 6
- Easement Description Permanent and Temporary

The City of Lee's Summit will compensate Jackson County according to their easement fee structure as follows:

Administration Fee:	\$2,000.00
Permanent easement fee for governmental entities (1,403 SF x \$0.20):	\$280.60
Total	\$2,280.60

This fee will be payable to Jackson County Parks and Recreation.

Please review this documentation and let us know if any questions arise or any comments you may have.

Sincerely,

David Lohe, P.E.
City of Lee's Summit

cc: Aaron Bresette, HDR
Jeff Allen, HDR

Enclosures



Tract 06 – Union Pacific Railway

Permanent Sanitary Sewer Easement

All that part of the Northwest Quarter of the Southeast Quarter and the part of the Northeast Quarter of the Southwest Quarter of Section 12, Township 47 North, Range 32 West, Lees Summit, Jackson County, Missouri, more particularly described as follows:

Commencing at the northwest corner of the Southeast Quarter of said Section 12; thence $S02^{\circ}42'15''W$, along the west line of the Northwest Quarter of the Southeast Quarter of said Section 12, 249.27 feet to the north right of way line of the Union Pacific Railway (formerly Rock Island Railway); thence departing said west line, $S45^{\circ}37'06''E$, along said north right of way line, 107.46 feet to the Point of Beginning; thence continue, $S45^{\circ}37'06''E$, 14.01 feet; thence departing said north right of way line, $S88^{\circ}51'50''W$, 140.30 feet to the south right of way line of the Union Pacific Railway (formerly Rock Island Railway); thence $N45^{\circ}37'34''W$, along said south right of way line, 14.02 feet; thence departing said south right of way line, $N88^{\circ}51'50''E$, 140.30 to the Point of Beginning.

Containing 1,403 square feet, more or less.

Temporary Construction Easement

All that part of the Northwest Quarter of the Southeast Quarter and the part of the Northeast Quarter of the Southwest Quarter of Section 12, Township 47 North, Range 32 West, Lees Summit, Jackson County, Missouri, more particularly described as follows:

Commencing at the northwest corner of the Southeast Quarter of said Section 12; thence $S02^{\circ}42'15''W$, along the west line of the Northwest Quarter of the Southeast Quarter of said Section 12, 249.27 feet to the north right of way line of the Union Pacific Railway (formerly Rock Island Railway) and the Point of Beginning; thence departing said west line, $S45^{\circ}37'06''E$, along said north right of way line, 107.46 feet; thence departing said north right of way line, $S88^{\circ}51'50''W$, 21.02 feet; thence $N45^{\circ}37'06''W$, 386.92 feet; thence $S87^{\circ}00'37''E$, 22.68 feet; thence $S45^{\circ}37'06''E$, 277.17 feet to the Point of Beginning.

Containing 5,787 square feet, more or less.

SANITARY SEWER EASEMENT

THIS EASEMENT is made this ____ day of _____, 2019, by and between **County of Jackson, Missouri** a governmental entity organized and existing under the laws of the State of Missouri a Corporation organized and existing under the laws of the State of Missouri, **Grantor**, and the City of Lee's Summit, Missouri, a Municipal Corporation of Jackson County, Missouri, with a mailing address of 220 S.E. Green Street, Lee's Summit, Missouri 64063, **Grantee**.

WITNESSETH, that the **Grantor**, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid by the **Grantee**, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said **Grantee**, its successors and assigns, a permanent and exclusive easement for the construction, operation, maintenance, repair, replacement and removal of sewer pipe lines, manholes, and appurtenances thereto, including the right and privilege at any time and from time to time to enter upon said easement, over, under, through, across, in and upon the following described lands in Jackson County, Missouri, to-wit:

See Attached Exhibit "A" for Legal

GRANTEE, its successors and assigns, shall have the right of ownership, use and control of all sanitary sewers, underground pipe, manholes, and all necessary appurtenances on the above described property and for all proper purposes connected with the installation, use, maintenance, and replacement of the sanitary sewer.

GRANTOR agrees not to obstruct or interfere with Grantee's use and enjoyment of the easement granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to such pipe lines, manholes, and appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure on said easement.

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 easements to the **Grantee** herein.

GRANTOR, to the fullest extent allowed by law, including, without limitation, section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

Project: Cedar Creek Interceptor 3
Project Activity No.: 42631783
Tract: 6

THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns of the **Grantor**.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities thereunto belonging or in any way appertaining, unto the City of Lee's Summit, Missouri, a Municipal Corporation, and to its successors and assigns forever.

IN WITNESS WHEREOF, the said **Grantor**, a political subdivision of the State of Missouri, has caused this instrument to be signed by its County Executive, and attested by its County Clerk, has caused these presents to be signed, this _____ day of _____, 2019.

County of Jackson, Missouri:

By: _____
Signature

[Printed name and title]

ATTEST:

Secretary

Printed name

ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF JACKSON

On this ____ day of _____, 2019, before me appeared _____ (name of County Executive), to me personally known, who, being by me duly sworn did say that he or she is the County Executive and Said _____ (name of clerk) is the County Clerk of the County of Jackson, A political subdivision of the State of Missouri, that executed the foregoing instrument and that said instrument was signed and delivered in the name and on behalf of said County by authority of its legislative body, and said County Clerk acknowledges said deed to be the free act and deed of said County.

In Witness Whereof, I hereunto set my hand and affixed my seal at my office in Jackson County, Missouri, the day and year first above written.

Notary Public Signature

Print Name

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2019 is by and between **County of Jackson, Missouri** a governmental entity organized and existing under the laws of the State of Missouri a Corporation organized and existing under the laws of the State of Missouri, **Grantor**, and the City of Lee's Summit, a Municipal Corporation of Jackson County, Missouri, with a mailing address of 220 S.E. Green Street, Lee's Summit, Missouri 64063, hereinafter called **GRANTEE**.

The **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 **GRANTEE** a Temporary Construction Easement for use in the establishment, building and construction of public streets, alleys, roadways and thoroughfares (together with all necessary appurtenances thereto) and widening, re-establishment, reconstruction, and repair of existing streets, alleys, thoroughfares, and roadways; the construction, reconstruction and repair of sanitary sewer lines, water lines, storm sewers, drainage ditches, waterways, and other municipal projects; on, over, under, and across the following described land in the County of Jackson, and the State of Missouri, to-wit:

See Attached Exhibit "A" for Legal

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 said land for all reasonable purposes during the construction period of the project, and for ninety (90) days thereafter, at which time all rights of **GRANTEE** herein conveyed in above described land shall terminate and cease.

GRANTEE, agrees that it will restore, replace, relocate, and repair all existing driveways, sidewalks, steps, fences, and utility installations located within the easement area, which are damaged or temporarily removed during the course of construction. **GRANTEE** shall also grade, seed or sod, and restore yard 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. However, this commitment shall not be construed to require additional compensation for items herein designated for permanent removal.

GRANTOR, to the fullest extent allowed by law, including, without limitation, section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

Project: Cedar Creek Interceptor 3
Project Activity No.: 42631783
Tract: 6

GRANTOR herewith acknowledges receipt of a 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**, a political subdivision of the State of Missouri, has caused this instrument to be signed by its County Executive, and attested by its County Clerk, has caused these presents to be signed, this _____ day of _____, 2019.

County of Jackson, Missouri:

By: _____
[Signature of President or Vice President]

[Printed name and title]

ATTEST:

Secretary

Printed name

ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF JACKSON

On this ____ day of _____, 2019, before me appeared _____ (name of County Executive), to me personally known, who, being by me duly sworn did say that he or she is the County Executive and Said _____ (name of clerk) is the County Clerk of the County of Jackson, A political subdivision of the State of Missouri, that executed the foregoing instrument and that said instrument was signed and delivered in the name and on behalf of said County by authority of its legislative body, and said County Clerk acknowledges said deed to be the free act and deed of said County.

In Witness Whereof, I hereunto set my hand and affixed my seal at my office in Jackson County, Missouri, the day and year first above written.

Notary Public Signature

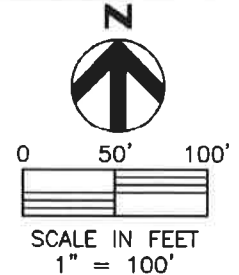
Print Name



LEGEND

TEMPORARY CONSTRUCTION ESMT: 5,787 SF 

PERMANENT SANITARY SEWER ESMT: 1,403 SF 



HDR ENGINEERING, INC.

10450 HOLMES ROAD, SUITE 600
 KANSAS CITY, MISSOURI 64131
 PH: 816-360-2700

EASEMENT NO. 6 EXHIBIT

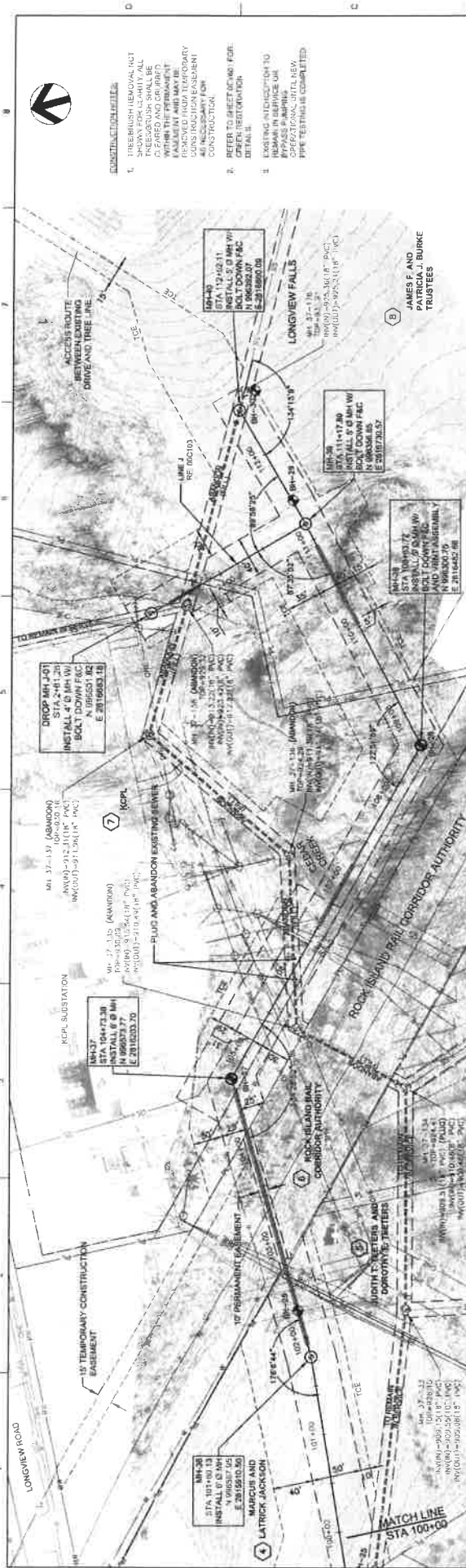
TRACT 6 - UNION PACIFIC RAILWAY
 CEDAR CREEK SEWER IMPROVEMENTS

CITY OF LEE'S SUMMIT, MISSOURI

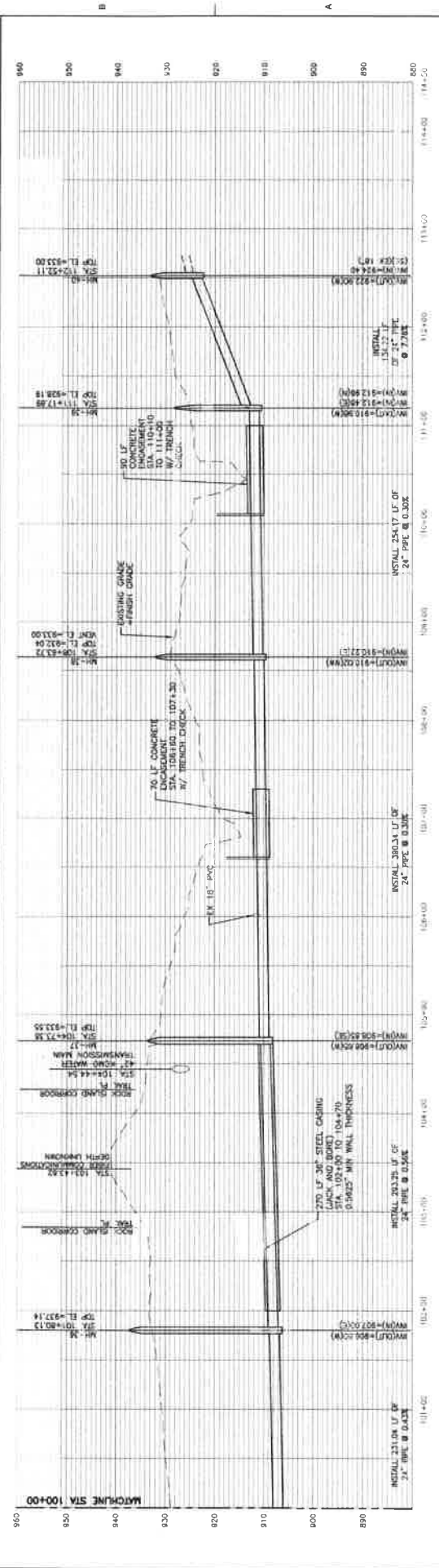
220 SE GREEN STREET
 LEE'S SUMMIT, JACKSON COUNTY, MISSOURI 64063

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- CONSTRUCTION NOTES:**
1. UNLESS INDICATED, ALL SHOWN FROM SURVEY DATA. PREVIOUS WORK SHALL BE CHECKED AND CORRECTED AS NECESSARY. ALL NECESSARY FOR CONSTRUCTION.
 2. REFER TO SHEET 100-100 FOR EXISTING INTERSECTION TO REMAIN IN SERVICE OR OPERATIONAL UNTIL NEW PIPE TESTS ARE COMPLETED.



PLAN AND PROFILE
STA. 100+00 TO STA. 112+52

FILE NAME: 100C102.DWG
 SCALE: HORIZ. 1"=50' VERT. 1"=10'
 SHEET: 00C102

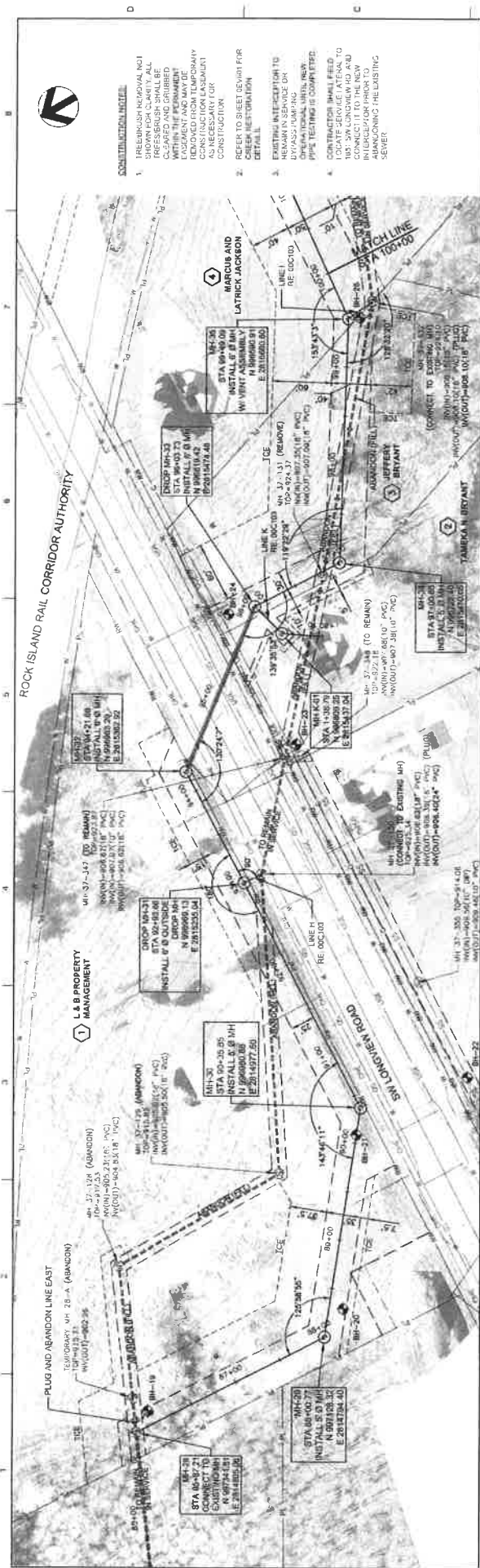
LEE'S SUMMIT
MISSOURI
 CEDAR CREEK
 INTERCEPTOR
 PHASE 3

PROJECT MANAGER: AMY R. BRETTE
 PROJECT ENGINEER: ADAM V. SCORNA

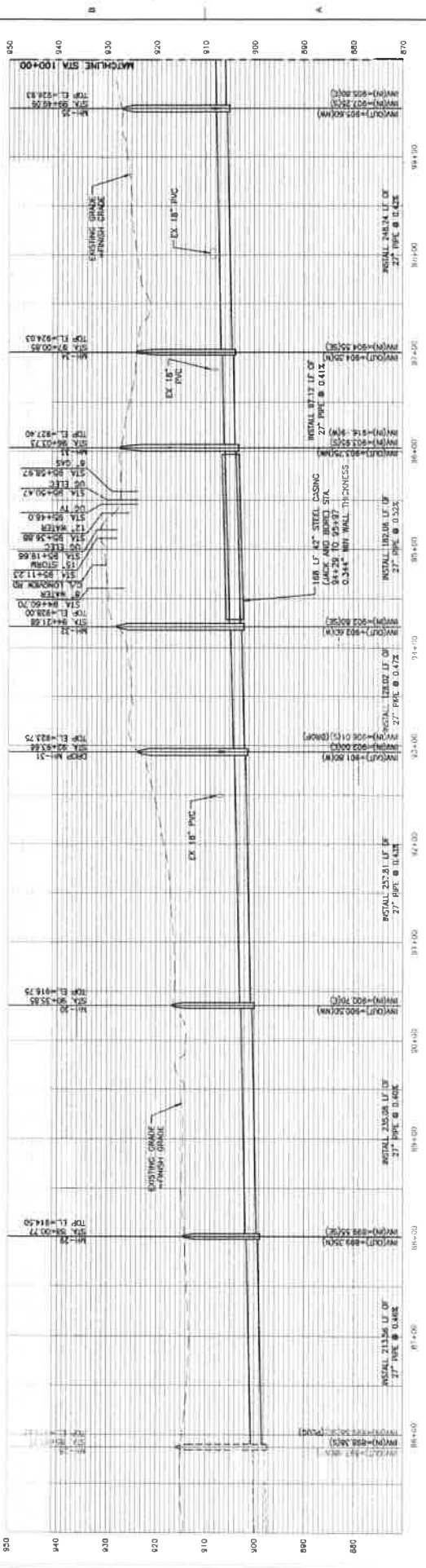
ISSUE	DATE	DESCRIPTION
1	10/18/18	APPROVED FOR CONSTRUCTION
2	10/18/18	APPROVED FOR CONSTRUCTION
3	10/18/18	APPROVED FOR CONSTRUCTION

PROJECT NUMBER	DESCRIPTION
100C102.DWG	100C102.DWG





- CONSTRUCTION NOTES:**
1. TREE BRUSH REMOVAL NOT SHOWN FOR CLARITY. ALL WORK SHALL BE COMPLETED WITHIN THE PERMANENT EASEMENT AND MAY BE MODIFIED AS NECESSARY FOR CONSTRUCTION.
 2. REFER TO SHEET SEVENTH FOR PIPE RESTORATION DETAILS.
 3. EXISTING INTERCEPTION TO BE MAINTAINED UNTIL NEW PIPE IS INSTALLED AND TESTED. CONTRACTOR SHALL FIELD VERIFY CONFORMANCE AND CONNECT IT TO THE NEW INTERCEPTOR PRIOR TO ANY WORK BEING PERFORMED ON THE EXISTING SEWER.



PLAN AND PROFILE
 STA. 85+87.21 TO STA. 100+00

LEE'S SUMMIT
 MISSOURI
 CEDAR CREEK
 INTERCEPTOR
 PHASE 3



PROJECT MANAGER: ANDREW D. BICKETTE
 PROJECT ENGINEER: ANDREW D. BICKETTE

NO.	DATE	DESCRIPTION
1	10-14-18	ADDITIONAL CIVIL COMMENTS
2	10-24-18	PERFORMANCE OF WORK

FOR

SCALE: 1" = 30' (H), 1" = 10' (V)
 FILENAME: 000101.DWG
 SHEET: 000101

