

WATER LINE EASEMENT

THIS EASEMENT is made this 25th day of MARCH, 2024, 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 Kansas City, Missouri, a Municipal Corporation of Jackson County, Missouri, with a mailing address of 4800 E 63rd Street, Kansas City, MO 64130, **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 non-exclusive easement for the construction, operation, maintenance, repair, replacement and removal of water pipe lines, 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, hereinafter referred to as the "Easement Area", to-wit:

See Attached Exhibit "A" for Legal

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

GRANTEE, its successors and assigns, shall not interfere in any way with **GRANTOR'S** ongoing use and enjoyment of Easement Area as a public walking and bicycling facility and transportation corridor. **GRANTEE** shall notify **GRANTOR** before work is done on within Easement Area, either below, over, or upon ground level, which may impact **GRANTOR'S** use. For any work what **GRANTEE** may perform in Easement Area, **GRANTEE** shall at all times keep area open and safe for public use. If **GRANTEE** engages in activities on surface of Easement Area, **GRANTEE** shall implement all appropriate safety protocols, such as warning signage and access protection, to alert the public of **GRANTEE'S** activities. Should **GRANTEE'S** activities in Easement Area cause any disturbance of surface of Easement Area, **GRANTEE** shall restore all said surfaces to prior condition, including trail surfaces and landscaping.

RECEIVED

MAR 26 2024

MARY JO SPINO
COUNTY CLERK

GRANTEE agrees to relocate any water pipe, lines and appurtenances thereto, within Easement Area, at the request of **GRANTOR**, should **GRANTOR** require Easement Area for future improvements by **GRANTOR**, in the sole discretion of **GRANTOR**.

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 pipelines and appurtenances thereto, by erecting, or causing or allowing to be erected, any habitable building 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 2016, hereby waives any right to request vacation of the easement herein granted.

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 Kansas City, 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 26th day of March, 2024.

JACKSON COUNTY

APPROVED AS TO FORM: JACKSON COUNTY, MISSOURI

By: 
Bryan O. Covinsky, County Counselor


Frank White, Jr., County Executive

ATTEST:

By: 
Mary Jo Spino, Clerk of the County Legislature

COUNTY ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

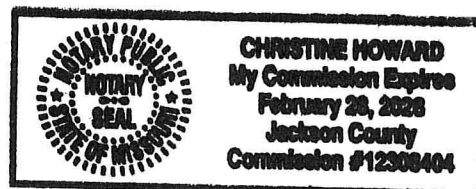
On this 22nd day of March, 2024, before me, a Notary Public, personally appeared Frank White Jr., to me personally known, who, being by me duly sworn, did say that he is the County Executive of Jackson County, Missouri, and that he executed the above and foregoing instrument on behalf of said Jackson County, Missouri, and acknowledged the execution of same as the free and voluntary act and deed of Jackson County, Missouri.

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

Christine Howard

Notary Public

My Commission Expires: February 28, 2028



KCMO Project No. 80002275
Jackson County, MO
Kansas City, MO

EXHIBIT "A"

PERMANENT WATERLINE EASEMENT

All that part of the Northwest Quarter of Section 29, Township 49 North, Range 32 West of the Fifth Principal Meridian, situate in the City of Kansas City, Jackson County, Missouri, being described as follows:

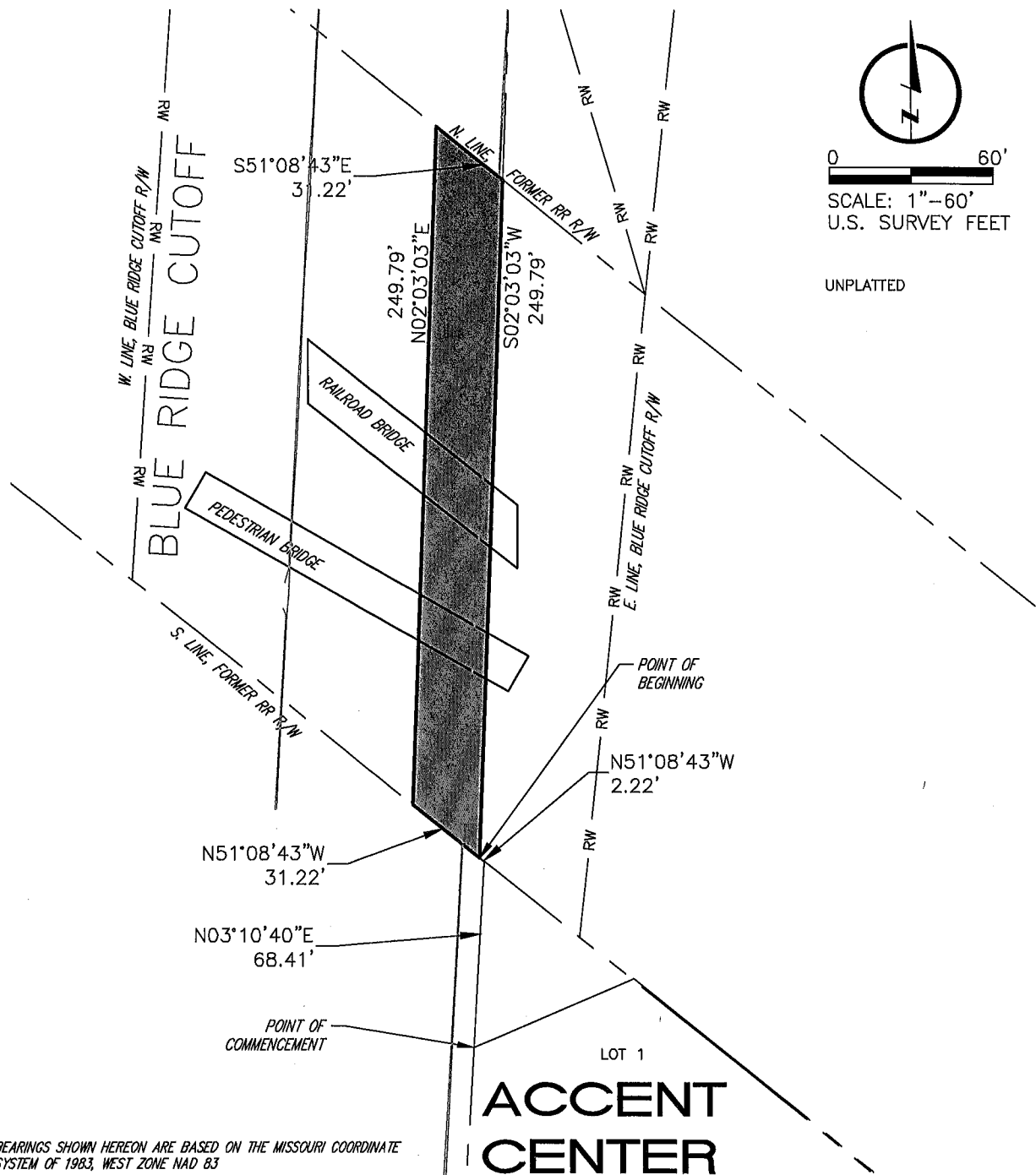
Commencing at the North end of the Westernmost line of Lot 1, ACCENT CENTER, a subdivision of record filed with the Jackson County, Missouri Recorder of Deeds in Book 39 at Page 72 on December 23, 1981; thence North 3°10'40" East (basis of bearing: Grid North, Missouri Coordinate System of 1983, West Zone, NAD83), along the Northerly prolongation of the Westernmost line of said Lot 1, a distance of 68.41 feet to the intersection with the South line of the former Chicago Rock Island and Pacific Railroad Company railroad right-of-way, as referenced in an Easement for Relocated Blue Ridge Cutoff, filed with said Recorder of Deeds as Instrument No. 1971I0082653 on April 13, 1971; thence North 51°08'43" West, along the South line of said railroad right-of-way, a distance of 2.22 feet to the Point of Beginning; thence North 51°08'43" West, continuing along the South line of said railroad right-of-way, a distance of 31.22 feet; thence North 2°03'03" East, departing the South line of said railroad right-of-way, a distance of 249.79 feet to the intersection with the North line thereof; thence South 51°08'43" East, along the North line of said railroad right-of-way, a distance of 31.22 feet; thence South 2°03'03" West, departing the North line of said railroad right-of-way, a distance of 249.79 feet to the Point of Beginning. Containing 6,245 square feet, more or less.

Prepared by:

Kellan M. Gregory, MO PLS #2011001372
Lamp Rynearson, MO CLS #2019043127
9001 State Line Road, Suite 200
KCMO 64114



L:\Engineering\0321114 KCMO FY21\WATER\SURVEY\DRAWINGS\EXHIBITS\0321114 LINE 1 EASEMENT.dwg, 1/10/2024 11:35:15 AM, JAMIE MCNURRY, LAMP RYNEARSON



NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE NAD 83
2. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY.

AREAS: JACKSON COUNTY, MISSOURI	
PERM. WATERLINE EASEMENT	6245.0 SF

LEGEND	
	EASEMENT HATCH
	EASEMENT LINE
	LOT LINE
	SECTION LINE
	EASEMENT

JACKSON COUNTY, MISSOURI

**LAMP
RYNEARSON**

CITY OF KANSAS CITY, JACKSON COUNTY, MISSOURI
BLUE RIDGE CUT-OFF WATERLINE IMPROVEMENTS
KCMO PROJECT NO. 80002275
JACKSON COUNTY, MISSOURI
PARCEL ID: 00-000-00-00-00-0-00-000
DATE: 1/09/2024

