

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made this 2nd day of November, 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 Canadian Pacific Kansas City Railway, a Municipal Corporation of Jackson County, Missouri, with a mailing address of 427 West 12th Street Kansas City, MO 64105, **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 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, hereinafter referred to as the "Easement Area", 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 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 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 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.

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 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.

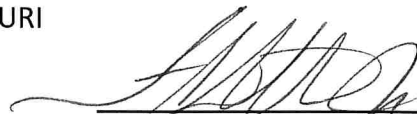
IN WITNESS WHEREOF, the said **GRANTOR**, Jackson County, has caused these presents to be signed by its County Executive and attested by its Clerk of the County Legislature, and its County Seal to be hereunto affixed this 22 day of NOVEMBER, 2024.

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

FILED

NOV 22 2024

MARY JO SPINO
COUNTY CLERK

COUNTY ACKNOWLEDGEMENT

STATE OF MISSOURI)
)
COUNTY OF JACKSON) ss.

On this 18th day of November, 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:

My Commission Expires: February 28, 2028

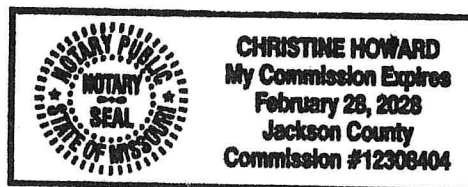


EXHIBIT A

SHEET 1 OF 2

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 49 NORTH, RANGE 33 WEST, OF THE 5TH P.M., IN THE CITY OF KANSAS CITY, JACKSON COUNTY, MISSOURI, PREPARED BY BRYAN F HILL MOPLS 2008016658, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

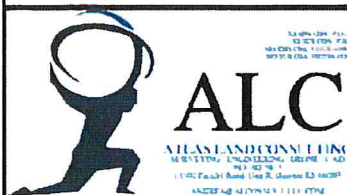
COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24; THENCE SOUTH 87°46'00" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 1356.09 FEET; THENCE SOUTH 00°00'00" EAST, 232.56 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT; THENCE NORTH 89°03'29" EAST, 25.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF CPKC RAILROAD AS IT NOW EXISTS; THENCE SOUTH 00°51'39" EAST, ALONG SAID WEST RIGHT OF WAY LINE, 132.63 FEET; THENCE SOUTHWESTERLY, ON A CURVE TO THE RIGHT, CONTINUING ALONG SAID WEST RIGHT OF WAY LINE, HAVING AN ARC LENGTH OF 207.50 FEET, A RADIUS OF 3193.35 FEET, A CHORD BEARING OF SOUTH 00°59'54" WEST, AND A CHORD LENGTH OF 207.46 FEET; THENCE NORTH 87°08'30" WEST, 25.00 FEET; THENCE NORTHEASTERLY, ON A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 205.87 FEET, A RADIUS OF 3172.15 FEET, A CHORD BEARING OF NORTH 00°59'54" EAST, AND A CHORD LENGTH OF 205.84 FEET; THENCE NORTH 00°51'39" WEST, 132.59 FEET TO THE POINT OF BEGINNING.

CONTAINS 8482.70 SQUARE FEET MORE OR LESS.

This is to certify that on the 11TH OF JULY 2024 this field survey was completed on the ground by me or under my direct supervision.



SIGNED: _____
BRYAN F HILL/MOPLS 2008016658



CPKC BLUE VALLEY SIDINGS-SOUTH
KANSAS CITY, MO 64129

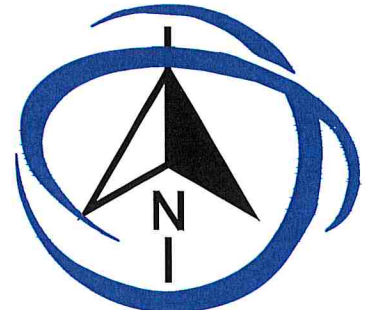
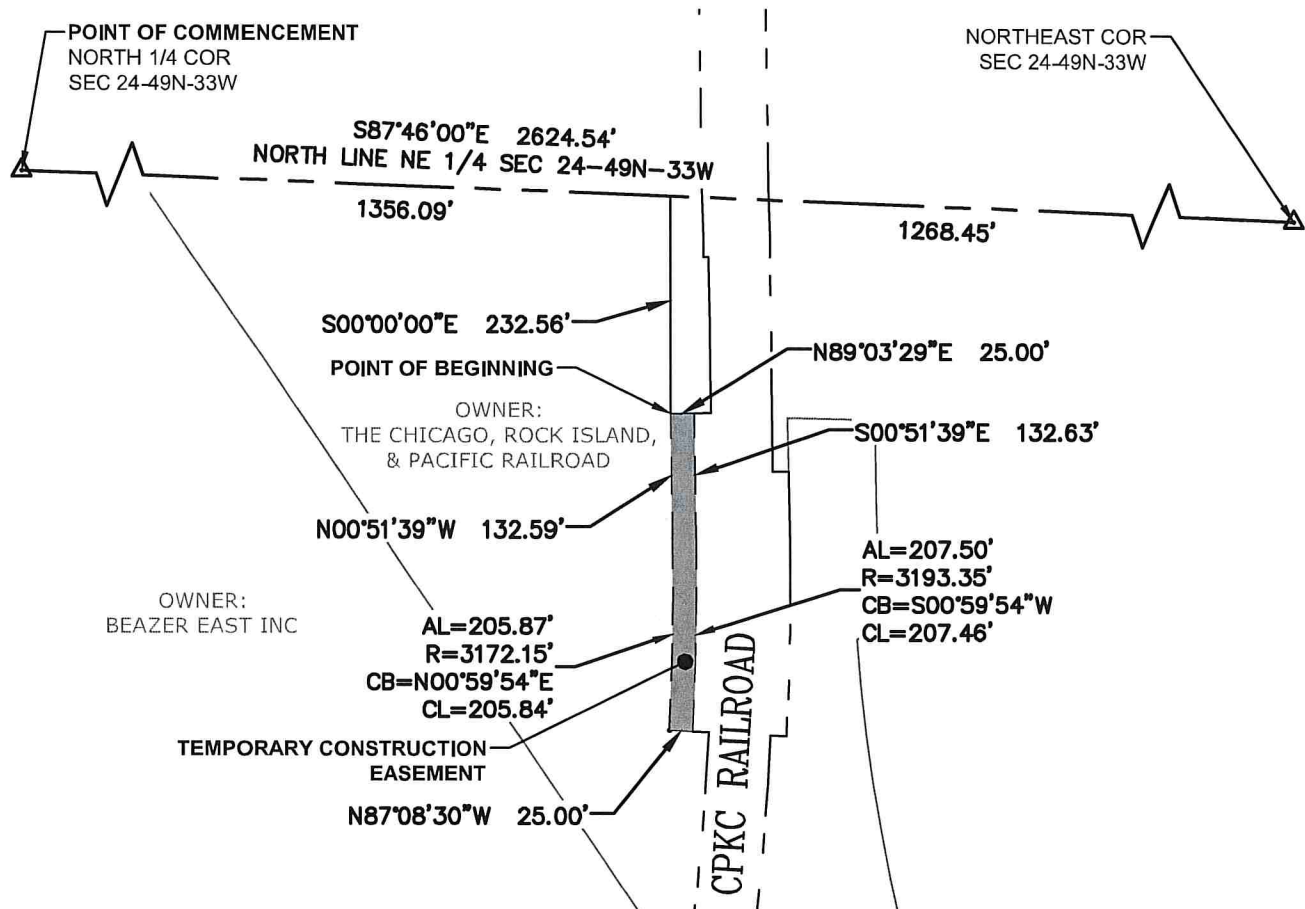
COUNTY

JACKSON COUNTY

DATE
07/11/2024

SHEET 2 OF 2

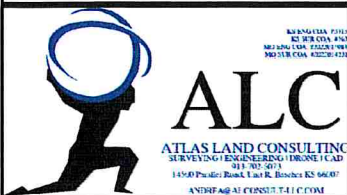
THIS SKETCH HAS BEEN PREPARED FOR EASEMENT EXHIBIT PURPOSES ONLY AND DOES NOT CONSTITUTE A BOUNDARY SURVEY. DISTANCES AND BEARINGS ARE BASED ON NAD-83 MISSOURI WEST ZONE STATE PLANE DATUM. LOCATION OF PROPERTY & SECTION LINES BASED UP A PROPERTY BOUNDARY SURVEY COMPLETED BY WILSON & COMPANY PROJECT 23-400-122-00 DATED 12/15/2023.



200 100 0 200

SCALE IN FEET

RAIL ROAD R/W LINE
PROPERTY LINE
EASEMENT LINE
EASEMENT ON PRIVATE PROPERTY

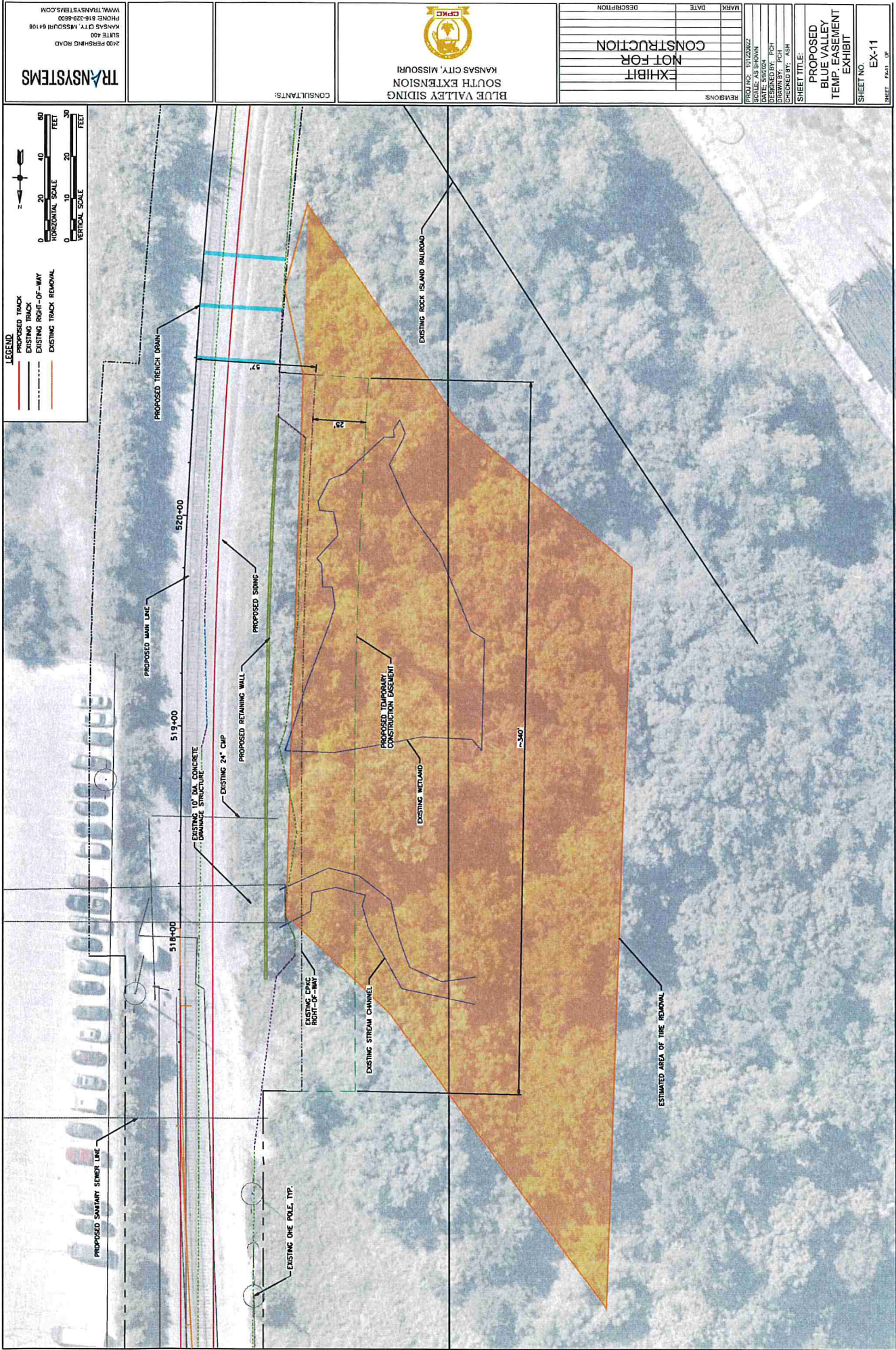


CPKC BLUE VALLEY SIDINGS-SOUTH
KANSAS CITY, MO 64129

COUNTY

JACKSON COUNTY

DATE: 07/11/2024



CONSULTANTS:

TRANSSYSTEMS

2400 PERSHING ROAD
SUITE 400
KANSAS CITY, MISSOURI 64108
PHONE: 816-299-6600
WWW.TRANSSYSTEMS.COM

BLUE VALLEY SIDINGS
SOUTH EXTENSION
KANSAS CITY, MISSOURI

REVISIONS	DATE	DESCRIPTION

MARK DATE

EXHIBIT
NOT FOR
CONSTRUCTION

PROJECT NO: 101200022
DATE: 8/6/2024
DESIGNED BY: PCH
CHECKED BY: PCH
APPROVED BY: ASH

SHEET TITLE:
PROPOSED
BLUE VALLEY
TEMP. EASEMENT
EXHIBIT

SHEET NO: EX-11
SHEET 24-11 OF

IF THIS DRAWING IS LESS THAN 11" X 17" IT IS A REDUCED SIZE DRAWING