

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a general utility easement and an option-escrow agreement in favor of the City of Independence in furtherance of the City of Independence Little Blue Parkway-24Highway Interchange project, at no cost to the County.

RESOLUTION #17306, June 14, 2010

INTRODUCED BY Bob Spence, County Legislator

WHEREAS, the City of Independence has requested a general utility easement and an option-escrow agreement in furtherance of the City of Independence Little Blue Parkway-24Highway Interchange project for consideration of \$1,201.00 to be paid to the County; and,

WHEREAS, the County property is located on 24 Highway, east of Powell Road, and is known as the McCune Residential Treatment Center (the Center); and,

WHEREAS, the easement will not interfere with the operation of the Center nor the present use of the property; and,

WHEREAS, the Director of Public Works recommends that the County execute the attached easement and option-escrow agreement as in the best interests of the health, welfare, and safety of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the easement and option-escrow agreement is hereby approved and that the County Executive is hereby authorized to execute an easement and agreement on behalf of the County, in a form to be approved by the County Counselor.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Pamela Sellin
Deputy/Assistant County Counselor

W. M. Puck
Acting County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #17306 of June 14, 2010, was duly passed on June 14, 2010 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

6.15.10
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:
 Res/Ord No.: 17306
 Sponsor(s): Bob Spence
 Date: June 14, 2010

SUBJECT	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance Project/Title: Easement in favor of the City of Independence										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width: 100%;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> OTHER FINANCIAL INFORMATION: <input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$ Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT										
PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date):										
CONTACT INFORMATION	RLA drafted by (name, title, & phone): D. Fred Hawley, Right of Way Specialist – 881-4491										
REQUEST SUMMARY	<p>The County Public Works Department requests passage of a resolution authorizing the County Executive to sign a General Utility Easement Conveyance document and an Option-Escrow Agreement in favor of the City of Independence for the consideration of \$1,201.00 to be paid to the County. This is a part of the City of Independence Little Blue Parkway – 24 Highway Interchange project, and it will benefit the general public at <u>no cost to the County</u>.</p> <p>The County property is located on 24 Highway, East of Powell Road, and is known as the McCune Residential Treatment Center. The Easement will not interfere with the operation of the Center, nor with the present use of the property.</p>										
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)										
ATTACHMENTS	General Utility Easement Conveyance w/Attachment "A," Project Plan Sheets (2) Aerial Photo w/overlay Option-Escrow Agreement										
REVIEW	<table border="1" style="width: 100%;"> <tr> <td>Department Director: Jerry A. Page, P.E.</td> <td style="text-align: right;">Date: 6/1/10</td> </tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i></td> <td style="text-align: right;">Date:</td> </tr> <tr> <td>Division Manager:</td> <td style="text-align: right;">Date: 6/4/10</td> </tr> <tr> <td>County Counselor's Office:</td> <td style="text-align: right;">Date:</td> </tr> </table>	Department Director: Jerry A. Page, P.E.	Date: 6/1/10	Finance (Budget Approval): <i>If applicable</i>	Date:	Division Manager:	Date: 6/4/10	County Counselor's Office:	Date:		
Department Director: Jerry A. Page, P.E.	Date: 6/1/10										
Finance (Budget Approval): <i>If applicable</i>	Date:										
Division Manager:	Date: 6/4/10										
County Counselor's Office:	Date:										



Office: 816-881-4491

Cell: 816-810-1148

Email: fhawley@jacksongov.org

Memorandum

To: Shelley M. Temple-Kneuvean – Deputy Chief Administrator
Jerry A. Page, P.E. – Director, Jackson County Public Works

From: D. Fred Hawley, R/W-NAC – Right-of-Way Specialist

Date: Monday, May 24, 2010

Subject: General Utility Easement Conveyance to the City of Independence
(the City's Little Blue Parkway – 24 Highway Interchange Project)

The attached RLA is a request for a resolution authorizing the County Executive to sign a General Utility Easement Conveyance document in favor of the City of Independence for the consideration of \$1,201.00 to be paid to the County. This is a part of the City of Independence Little Blue Parkway – 24 Highway Interchange project, and it will benefit the general public at **no cost to the County.**

The County property is located on 24 Highway, East of Powell Road, and is known as the McCune Residential Treatment Center. The Easement will not interfere with the operation of the Center, nor with the present use of the property.

Please give me a call if you have any questions about this memo or RLA, you can reach me at 881-4491 office or 810-1148 cell.

Attached are the RLA, supporting documentation, and executable documents.

GENERAL UTILITY EASEMENT CONVEYANCE

Little Blue Parkway - 24 Highway Interchange - Phase 10
Project # 70510802
Parcel No. 4

Res. #17306

Date of Document: _____, 20____

KNOW ALL MEN BY THESE PRESENTS, that JACKSON COUNTY, MISSOURI, GRANTOR(S), for and in consideration of the sum of ONE DOLLAR (\$1.00), and other good and valuable considerations, the receipt and sufficiency, of which are hereby acknowledged, do hereby grant, bargain and sell, convey and confirm unto the City of Independence, Missouri, a Municipal Corporation, GRANTEE, 111 E. Maple Independence, Missouri 64050, and unto its successors and assigns, forever, a perpetual General Utility Easement for use by GRANTEE and those with GRANTEE's permission, including but not limited to utility companies franchised to operate in Independence, Missouri, to locate, install, construct, reconstruct, grade for, maintain grade for, operate, repair, replace and/or maintain utilities and/or facilities including, but not limited to water, gas, electricity, sanitary sewers, wastewater, storm sewers, drainage, underground conduits, telephone, cable television, pad mounted transformers, service pedestals, poles, pipes, ducts and wires, any and all of them and for any other utility purposes that the GRANTEE may deem necessary, said General Utility Easement being over, along, across, through, in and under the following lands in the County of Jackson, State of Missouri, to-wit:

GENERAL UTILITY EASEMENT

See attached Exhibit "A" for legal description of property.

Further granting unto said GRANTEE, and those with GRANTEE's permission, their agents, employees and/or independent contractors, full and free right and authority to go upon the above-described General Utility Easement and so much of GRANTOR(S) land adjacent thereto as may be reasonably necessary for purposes to include but not be limited to locating, installing, constructing, reconstructing, operating, repairing, replacing and/or maintaining such utilities and/or facilities as GRANTEE may deem necessary over, along, across, through, in and under the foregoing lands herein described, including, but not limited to the right and privilege at any time and from time to time to enter on said General Utility Easement and to include but not be limited to erecting, constructing, maintaining, repairing and relocating pipes, ducts and facilities for water, gas, sanitary sewer, wastewater, storm sewer and/or drainage facilities, and poles, wires and all appurtenances thereto, for the transmission and distribution of electrical energy and for communication purposes, and including, but not limited to the right and privilege at any time and from time to time to patrol said General Utility Easement, and to cut, clear, top and trim such brush and trees, if any, on or adjacent to said General Utility Easement as may be necessary or desirable to maintain any utilities, facilities and/or appurtenances thereon.

The granting of this easement shall not be construed to prohibit the GRANTOR(S) from developing any adjoining property or from the laying out, establishing and constructing pavement, surfacing of roadways, curbing and gutters along, upon, over or across said General Utility Easement or any portion thereof; provided, however, said General Utility Easement shall be kept free from buildings and any other structure or obstruction (except sidewalks, roadways, pavement, grass, shrubs, fences, or curbs), which will interfere with the GRANTEE in entering upon said adjacent land and General Utility Easement for the purposes allowed by the General Utility Easement including but not limited to laying, constructing, reconstructing, operating, repairing and/or maintaining improvements, utilities, facilities and/or appurtenances GRANTEE deems necessary.

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 and in favor of the successors and assigns of the respective parties hereto. GRANTOR(S) further warrant that GRANTOR(S) are lawfully seized of an indefeasible title in fee of the lands through which said General Utility Easement is granted, and that GRANTOR(S) have good and lawful title and right to convey said General Utility Easement to the GRANTEE.

TO HAVE AND TO HOLD, The premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said grantee and unto its heirs and assigns forever; the said GRANTORS, hereby covenanting that they are lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by them or those under whom they claim; and that they will warrant and defend the title to the said premises unto the said grantee and unto its heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said GRANTORS have hereunto set their hands and seals the day and year above written.

Jackson County, Missouri

By: _____
MICHAEL SANDERS
County Executive

Approved to as form:

By: _____
Bill Snyder
Acting County Counselor

Attest:

By: _____
Mary Jo Spino
Clerk of the County Legislature

Exhibit A

PARCEL 4

General Utility Easement

All that part of the Southeast $\frac{1}{4}$ of Section 21, Township 50 North, Range 31 West in the city of Independence, Jackson County, Missouri and being more particularly described as follows:

Commencing at the SE Corner of Section 21 T50N R31W thence N 02 degrees 09' 57" E along the East line of said section a distance of 2249.31 feet to the South R/W of US 24 Highway; thence N 61 degrees 11' 20" W along said South R/W a distance of 209.22 feet; thence N 84 degrees 46' 15" W along said R/W a distance of 387.62 feet; thence S 41 degrees 42' 52" E a distance of 127.82 feet to the Point of Beginning; thence S 39 degrees 48' 46" E a distance of 38.00 feet; thence S 50 degrees 11' 14" W a distance of 186.96 feet; thence N 02 degrees 25' 43" E a distance of 51.33 feet; thence N 50 degrees 11' 14" E a distance of 152.45 feet; to the Point of Beginning, containing 6,448.9 square feet, more or less.

Temporary Construction and Grading Easement - #1

All that part of the Southeast $\frac{1}{4}$ of Section 21, Township 50 North, Range 31 West in the city of Independence, Jackson County, Missouri and being more particularly described as follows:

Commencing at the SE Corner of Section 21 T50N R31W thence N 02 degrees 09' 57" E along the East line of said section a distance of 2249.31 feet to the South R/W of US 24 Highway; thence N 61 degrees 11' 20" W along said South R/W a distance of 209.22 feet; thence N 84 degrees 46' 15" W along said R/W a distance of 37.24 feet to the Point of Beginning; thence S 88 degrees 25' 50" W a distance of 101.28 feet; thence N 66 degrees 11' 48" W a distance of 37.64 feet to the South R/W of US 24 Hwy; thence S 84 degrees 46' 15" E a distance of 136.25 feet to the Point of Beginning, containing 816.8 square feet, more or less.

The temporary construction and grading easement shall terminate at the earlier of: 1.) Two (2) years from the date construction begins; or 2.) The date construction is completed and accepted by the City.

Temporary Construction and Grading Easement - #2

All that part of the Southeast $\frac{1}{4}$ of Section 21, Township 50 North, Range 31 West in the city of Independence, Jackson County, Missouri and being more particularly described as follows:

Commencing at the SE Corner of Section 21 T50N R31W thence N 02 degrees 09' 57" E along the East line of said section a distance of 2249.31 feet to the South R/W of US 24 Highway; thence N 61 degrees 11' 20" W along said South R/W a distance of 209.22 feet; thence N 84 degrees 46' 15" W along said R/W a distance of 387.62 feet to the Point of Beginning; thence N 84 degrees 46' 15" W a distance of 23.87 feet; thence S 02 degrees 25' 43" W a distance of 195.38 feet; thence N 50 degrees 11' 14" E a distance of 152.45 feet; thence N 41 degrees 42' 52" W a distance of 127.82 feet to the Point of Beginning, containing 12,067.2 square feet, more or less.

The temporary construction and grading easement shall terminate at the earlier of: 1.) Two (2) years from the date construction begins; or 2.) The date construction is completed and accepted by the City.

Temporary Construction and Grading Easement - #3

All that part of the Southeast $\frac{1}{4}$ of Section 21, Township 50 North, Range 31 West in the city of Independence, Jackson County, Missouri and being more particularly described as follows:

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The temporary construction and grading easement shall terminate at the earlier of: 1.) Two (2) years from the date construction begins; or 2.) The date construction is completed and accepted by the City.

Little Blue Parkway - 24 Highway Interchange - Phase 10
Project # 70510802
Parcel No. 4

OPTION-ESCROW AGREEMENT

Res. #17306

This Option and Escrow Agreement made and entered into this _____ day of _____, 20____, by and between the CITY OF INDEPENDENCE, MISSOURI, (herein called "City"), and JACKSON COUNTY, MISSOURI, owner. And ALPHA TITLE, herein called "Escrow Agent".

Witnesseth:

Whereas Owner owns the following described property rights located in Independence, Jackson County, Missouri:

PARCEL 4

General Utility Easement

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The temporary construction and grading easement shall terminate at the earlier of:

- 1) Two (2) years from the date construction begins; or
- 2) The date construction is completed and accepted by the City.

Temporary Construction and Grading Easement - #2

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The temporary construction and grading easement shall terminate at the earlier of:

- 1) Two (2) years from the date construction begins; or
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Temporary Construction and Grading Easement - #3

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The temporary construction and grading easement shall terminate at the earlier of:

- 1) Two (2) years from the date construction begins; or
- 2) The date construction is completed and accepted by the City.

All bearings in the description are grid bearing of the Missouri Coordinate system of 2003.

Now, therefore, it is agreed by and between the parties as follows:

1. Owners, in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged do by these presents grant to City the exclusive option, right and privilege of purchasing the above described property rights within 90 days of the date above written, at a total purchase price of - - - - One Thousand Two Hundred One and no/100 - - - - (\$1,201.00) Dollars.

2. Owners hereby deliver to the Escrow Agent properly executed and acknowledged documents, conveying the above described property, rights, which instruments shall be delivered to the City by the Escrow Agent upon City's delivering to Escrow Agent the purchase price set out in paragraph 1 above.

3. The undersigned owners warrant that they are vested with fee simple title to the above described property free and clear of all liens, encumbrances, tenancies, leaseholds, easements and the rights of claims of all persons whomsoever, except as expressly described below, and except public utility easements, if any.

4. The Escrow Agent, in consideration of the sum of One (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby accepts the deed of conveyance from Owners to City and agrees to hold same in Escrow during the period of this option and upon receipt from the City within the period specified herein of the purchase price for the property by a draft made payable to the Escrow Agent for Owners and promptly pay over to Owners said purchase price less deductions necessary for the payment of taxes, liens and encumbrances which may be pending or are due and payable at the time of closing and all other payments stipulated in this agreement. If City does not exercise its rights under this option, Escrow Agent shall return said deed and other related documents to Owners at the expiration of the option period.

5. Escrow Agent agrees to furnish to City two certified copies of the deed of conveyance and other related documents including copies of this agreement for use in securing payment of the purchase price.

(The use of singular nouns or pronouns shall be construed as plural and the use of plural nouns or pronouns shall be construed as singular where applicable.)

CITY OF INDEPENDENCE, MISSOURI

Department of Public Works

Land Acquisition Agent

ADDRESS & TELEPHONE

111 E. Maple Street
Independence, MO 64050
(816) 325-7600

By: _____

SIGNATURE OF OWNER:

Jackson County, Missouri

(Property commonly known as 16-140-01-01-00-0-00-000, Independence, MO)

Property Address:

Independence, MO 64056

Primary Contact #:

By: _____

Michael Sanders
County Executive

ESCROW AGENT:

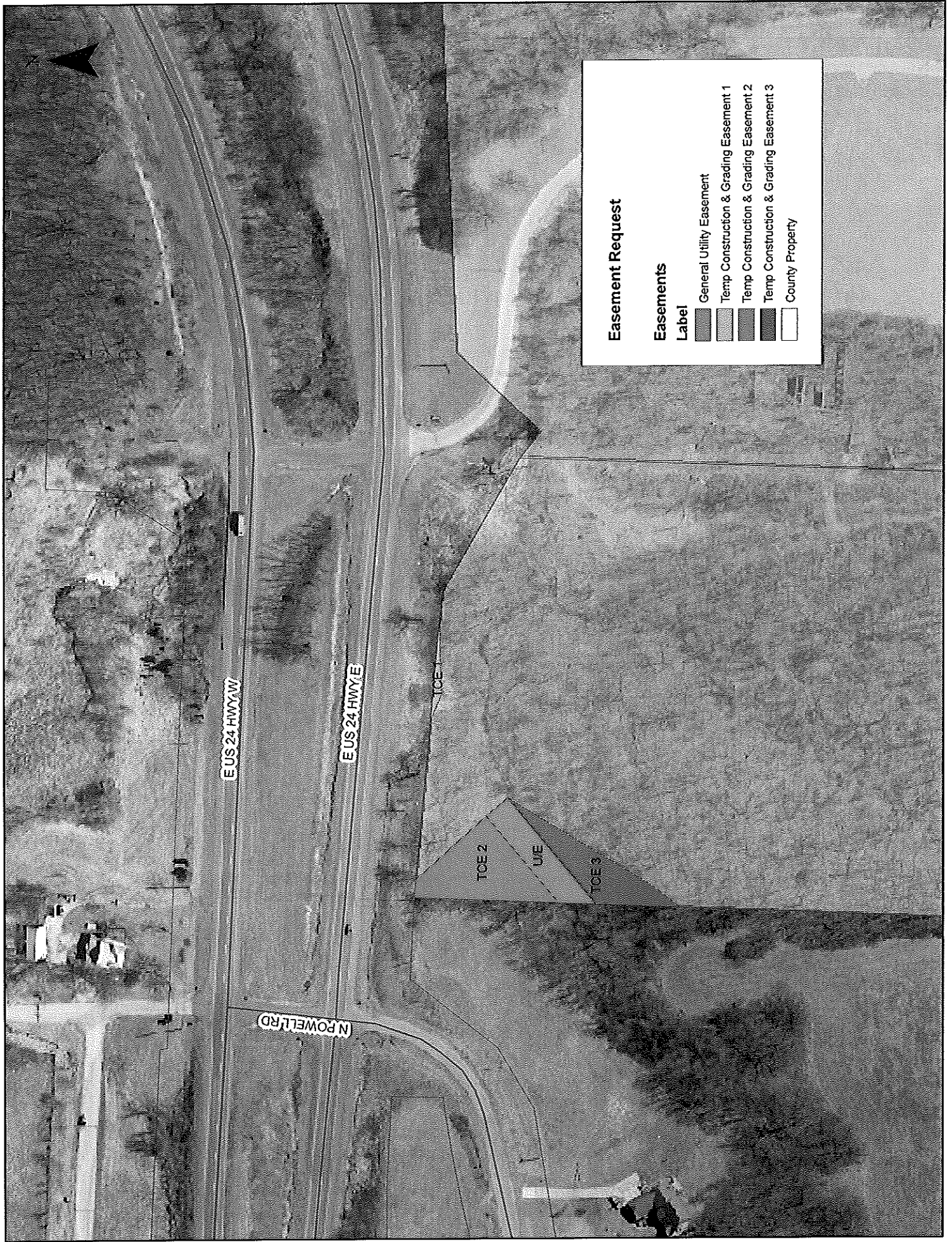
Alpha Title, LLC

306 SE 3rd Street

Lee's Summit, MO 64063

(816) 347-8300

By: _____

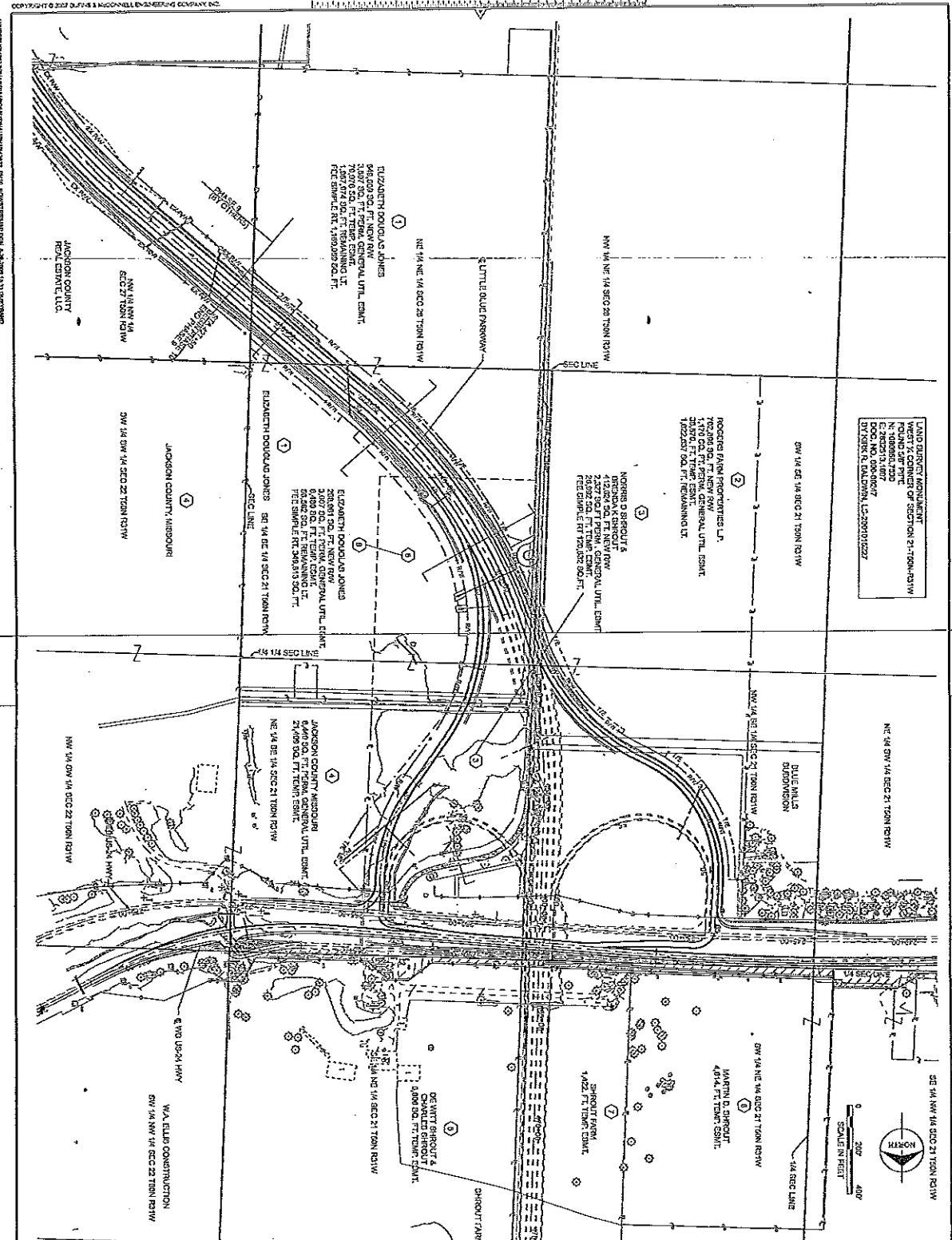


Easement Request

Easements

Label

- General Utility Easement
- Temp Construction & Grading Easement 1
- Temp Construction & Grading Easement 2
- Temp Construction & Grading Easement 3
- County Property



LAND SURVEY INSTRUMENT
 FOUND AT CORNER OF SECTION 21-T20N-R31W
 E. 1/4 SEC. 21, T20N, R31W
 SEC. NO. 208-00047
 BY JOHN R. GARDNER, L.S. 2007010222



PRELIMINARY - NOT FOR CONSTRUCTION



DATE: JUNE 2009
 DRAWN BY: H. TELLOWS
 CHECKED BY: D. MCTRIMANO

PROJECT: LITTLE BLUE PARKWAY
 IMPROVEMENTS PHASE 18
 FEDERAL PROJECT NO. ON 549 (R-19)



JACKSON COUNTY, MISSOURI
 LITTLE BLUE PARKWAY
 IMPROVEMENTS PHASE 18
 FEDERAL PROJECT NO. ON 549 (R-19)

PROJECT: 4323
 DRAWING: C007
 SHEET NO. 18 OF 18

JACKSON COUNTY, MISSOURI
 LITTLE BLUE PARKWAY
 IMPROVEMENTS PHASE 18
 FEDERAL PROJECT NO. ON 549 (R-19)

