

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Warranty Deed and Temporary Construction Easement in connection with the Blue River Parkway for use in the Kenneth Road Bridge Construction project, and providing for the acceptance of replacement property, all with City of Kansas City.

RESOLUTION NO. 19954, August 13, 2018

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department request the approval of a warranty deed transferring ownership of 0.817 acres of Blue River Parkway property to the City of Kansas City at the Kenneth Road Bridge over the Blue River; and,

WHEREAS, the parcel is to be used as right-of-way for the new Kenneth Road Bridge replacement; and,

WHEREAS, in exchange the City of Kansas City is deeding to the County 1.563 acres of City property adjacent to the park as replacement property; and,

WHEREAS, documentation of this 6(f)3 property swap transaction was submitted for review by the Missouri Department of Natural Resources and U. S. Department of Interior and approved by both agencies; and,

WHEREAS, the Director of the Parks + Rec has requested the acceptance of the warranty deed for replacement property authorized by the conversion and the approval of the attached temporary construction easement of 3.7 acres of the Blue River Parkway property

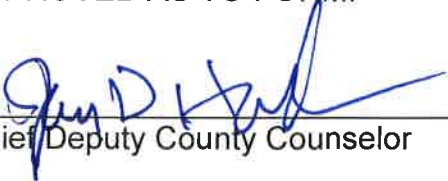
along the north edge of Kenneth Road in conjunction with the construction of the bridge;
now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri that the County Executive be and hereby is authorized to execute the Warranty Deed for Blue River Parkway property along the north edge of Kenneth Road and the described Temporary Construction Easement; and,

BE IT FURTHER RESOLVED that the County Executive be and hereby authorized to execute any and all documents necessary to effect the acceptance of the replacement property from the City of Kansas City, a described in this Resolution.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19954 of August 13, 2018, was duly passed on August 20, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

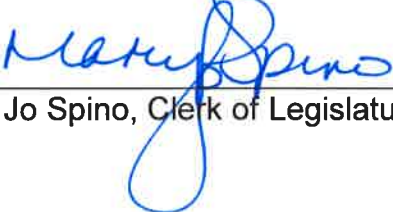
Nays 0

Abstaining 0

Absent 1

Excused 1

8/20/18
Date



Mary Jo Spino, Clerk of Legislature

PROJECT # 89005566
PARCEL ID # JA 66-900-01-04-00-0-00-000
Tract #7
OWNERS NAME: Jackson County, Missouri
SITUS ADDRESS: No Situs Address
Kansas City, Missouri 64145
MAILING ADDRESS: 415 East 12th Street
Kansas City, MO. 64106

GENERAL WARRANTY DEED

THIS INDENTURE, made this _____, A.D., 2018, by and between **Jackson County, Missouri, a political subdivision of the State of Missouri**, (Grantor), and the **City of Kansas City, Missouri, a Municipal Corporation of the State of Missouri**, (Grantee), whose mailing address is 414 East 12th Street, Kansas City, Missouri, 64106.

WITNESSETH, that the said Grantor, in consideration of TEN, DOLLARS to be paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents grant, bargain and sell, convey and confirm unto said Grantee, its successors and assigns, the following described real estate and interests in real estate in connection with construction project # 89005566, Kenneth Road Bridge, under, in, over and upon the following described tracts of land situated in Kansas City, Jackson County, Missouri, to-wit:

PERMANENT RIGHT-OF-WAY DESCRIPTION:

A portion of the North Half of Fractional Section 31, Township 47 North, Range 33 West in Kansas City, Jackson County, Missouri, being situate along the North right-of-way of

the traveled way of Kenneth Road as now established 40 feet wide and field located in June, 2015, also being situate along the border between the States of Missouri and Kansas, being now more particularly described as follows:

Commencing at the Southeast corner of the North Half (East Quarter Corner) of Fractional Section 31, Township 47 North, Range 33 West; thence North 86 degrees 06 minutes 08 seconds West along the South line of the North Half of said Fractional Section 31, a distance of 380.18 feet to a point on the centerline of aforesaid Kenneth Road, thence generally Westerly along the centerline of said Kenneth Road, the following courses and distances; thence North 50 degrees 37 minutes 14 seconds West, 42.54 feet; thence Northwesterly and Westerly along a curve to the left, tangent to the last described course, having a radius of 200.00 feet and a central angle of 39 degrees 40 minutes 00 seconds, an arc length of 138.46 feet; thence South 89 degrees 42 minutes 46 seconds West, tangent to the last described curve, a distance of 248.16 feet; thence North 00 degrees 17 minutes 14 seconds West, perpendicular to the last described course and departing from the centerline of said Kenneth Road, a distance of 20.00 feet to a point on the North right-of-way line of said Kenneth Road and the Point of Beginning of the tract of land to be herein described; thence Westerly and Northwesterly along the North right-of-way line of said Kenneth Road, the following courses and distances; thence South 89 degrees 42 minutes 46 seconds West, 420.46 feet; thence Westerly and Northwesterly along a curve to the right, tangent to the last described course, having a radius of 250 feet and a central angle of 34 degrees 08 minutes 26 seconds, an arc length of 148.97 feet; thence North 56 degrees 08 minutes 48 seconds West, tangent to the last described curve, a distance of 182.51 feet; thence South 78 degrees 44 minutes 01 second East, departing from the North right-of-way line of said Kenneth Road, a distance of 726.54 feet to the Point of Beginning.

Containing 35,606 square feet or 0.817 acres, more or less.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto Grantee, its successors and assigns forever; Grantor hereby covenanting that he/she/they/it is/are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that Grantor has good right to convey the same; that Grantor has passed Resolution No. _____, attached hereto and incorporated herein as Exhibit A, authorizing the conveyance of the same; that the said premises are free and clear of any encumbrances done or suffered by Grantor or those under whom he/she/they/it claim(s) except for the lien of general or special taxes not now due and payable; and that Grantor will warrant and defend the title to said premises unto said Grantee and its successors and assigns, forever, against the lawful claims and demands of all entities whomsoever.

WORDS AND PHRASES herein, including those in the Acknowledgment, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

IN TESTIMONY WHEREOF, IN WITNESS WHEREOF, Grantor(s) has/have executed this agreement on the said day, month, and year first above written.

JACKSON COUNTY

Frank White Jr., County Executive

ATTEST:

Mary Jo Spino, County Clerk

APPROVED AS TO FORM:

W. Stephen Nixon, County Counselor

ATTEST:

Mary Jo Spino, County Clerk

COUNTY ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On this _____ day of _____, 2018, 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.

SEAL

Notary Public

Printed Name of Notary

My Commission Expires:

PROJECT # 89005566
PARCEL ID # JA 66-900-01-04-00-0-00-000
Tract #7
OWNERS NAME: Jackson County, Missouri
SITUS ADDRESS: No Situs Address
Kansas City, Missouri 64145
MAILING ADDRESS: 415 East 12th Street
Kansas City, MO. 64106

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made this _____ day of _____, 2018, by and be between **Jackson County, Missouri, a political subdivision of the State of Missouri**, Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and sufficient consideration to be paid (the receipt of which is hereby acknowledged) by **City of Kansas City, Missouri, a Municipal Corporation of the State of Missouri, Grantee**, whose mailing address is 414 East 12th Street, Kansas City, Missouri, 64106, does hereby grant, and convey unto the said Grantee, a temporary easement for grading and sloping, construction of driveway and sidewalk pavements, removal and replacement of fencing, removal of trees and shrubbery, utility construction work, the storage of materials, the operation of equipment, and the movement of a working force, in connection with construction project #89005566 Kenneth Road Bridge, over, upon and across the following described tracts of land situated in Kansas City, Jackson County, Missouri, to-wit:

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A portion of the North Half of Fractional Section 31, Township 47 North, Range 33 West in Kansas City, Jackson County, Missouri, being situate along the North right-of-way of the traveled way of Kenneth Road as now established 40 feet wide and field located in June, 2015, also being situate along the border between the States of Missouri and Kansas, being now more particularly described as follows:

Commencing at the Southeast corner of the North Half (East Quarter Corner) of Fractional Section 31, Township 47 North, Range 33 West; thence North 86 degrees 06 minutes 08 seconds West along the South line of the North Half of said Fractional Section 31, a distance of 380.18 feet to a point on the centerline of aforesaid Kenneth Road, thence generally Westerly along the centerline of said Kenneth Road, the following courses and distances; thence North 50 degrees 37 minutes 14 seconds West, 42.54 feet; thence Northwesterly and Westerly along a curve to the left, tangent to the last described course, having a radius of 200.00 feet and a central angle of 39 degrees 40 minutes 00 seconds, an arc length of 138.46 feet; thence South 89 degrees 42 minutes 46 seconds West, tangent to the last described curve, a distance of 248.16 feet; thence North 00 degrees 17 minutes 14 seconds West, perpendicular to the last described course and departing from the centerline of said Kenneth Road, a distance of 20.00 feet to a point on the North right-of-way line of said Kenneth Road and the Point of Beginning of the tract of land to be herein described; thence North 78 degrees 44 minutes 01 second West, departing from the North right-of-way line of said Kenneth Road, a distance of 726.54 feet to a point on the North right-of-way line of said Kenneth Road; thence generally Westerly along the North right-of-way line of said Kenneth Road, the following courses and distances; thence North 56 degrees 08 minutes 48 seconds West, 16.82 feet; thence Northwesterly, Westerly and Southwesterly along a curve to the left, tangent to the last described course, having a radius of 45.00 feet and a central angle of 47 degrees 31 minutes 01 second, an arc length of 37.32 feet to a point on the West line of the North Half of said Fractional Section 31, being also a point on the border between the States of Missouri and Kansas; thence North 00 degrees 08 minutes 10 seconds East, departing from the North right-of-way line of said Kenneth Road, being now along the West line of the North Half of said Fractional Section 31, being also along the border between the States of Missouri and Kansas, a distance of 31.69 feet; thence South 90 degrees 00 minutes 00 seconds East, departing from the West line of the North Half of said Fractional Section 31 and the border between the States of Missouri and Kansas, a distance of 348.42 feet; thence North 25 degrees 43 minutes 05 seconds East, 297.49 feet; thence South 90 degrees 00 minutes 00 seconds East, 140.80 feet; thence South 24 degrees 19 minutes 15 seconds East, 501.58 feet to a point on the North right-of-way line of said Kenneth Road; thence South 89 degrees 42 minutes 46 seconds West along the North right-of-way line of said Kenneth Road, a distance of 62.75 feet to the Point of Beginning.

Containing 161,170 square feet or 3.700 acres, more or less.

Grantee shall cause the surface of lands lying within said temporary easement to be restored to substantially the same physical condition that existed at the time the Grantee or its agents entered upon it, and said temporary easement shall terminate three (3) years from the date this document is recorded by the Recorder of Deeds in the county in which the lands are located, or upon completion and acceptance of the improvements by the Director of Department of Public Works.

Grantor has passed Resolution No. _____, attached hereto and incorporated herein as Exhibit A, authorizing the conveyance of the rights herein conveyed.

WORDS AND PHRASES herein, including those in the Acknowledgment, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

IN TESTIMONY WHEREOF, IN WITNESS WHEREOF, Grantor(s) have / has executed this agreement on the said day, month, and year first above written.

IN TESTIMONY WHEREOF, IN WITNESS WHEREOF, Grantor(s) has/have executed this agreement on the said day, month, and year first above written.

JACKSON COUNTY

Frank White Jr., County Executive

ATTEST:

Mary Jo Spino, County Clerk

APPROVED AS TO FORM:

W. Stephen Nixon, County Counselor

ATTEST:

Mary Jo Spino, County Clerk

COUNTY ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On this _____ day of _____, 2018, 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.

SEAL

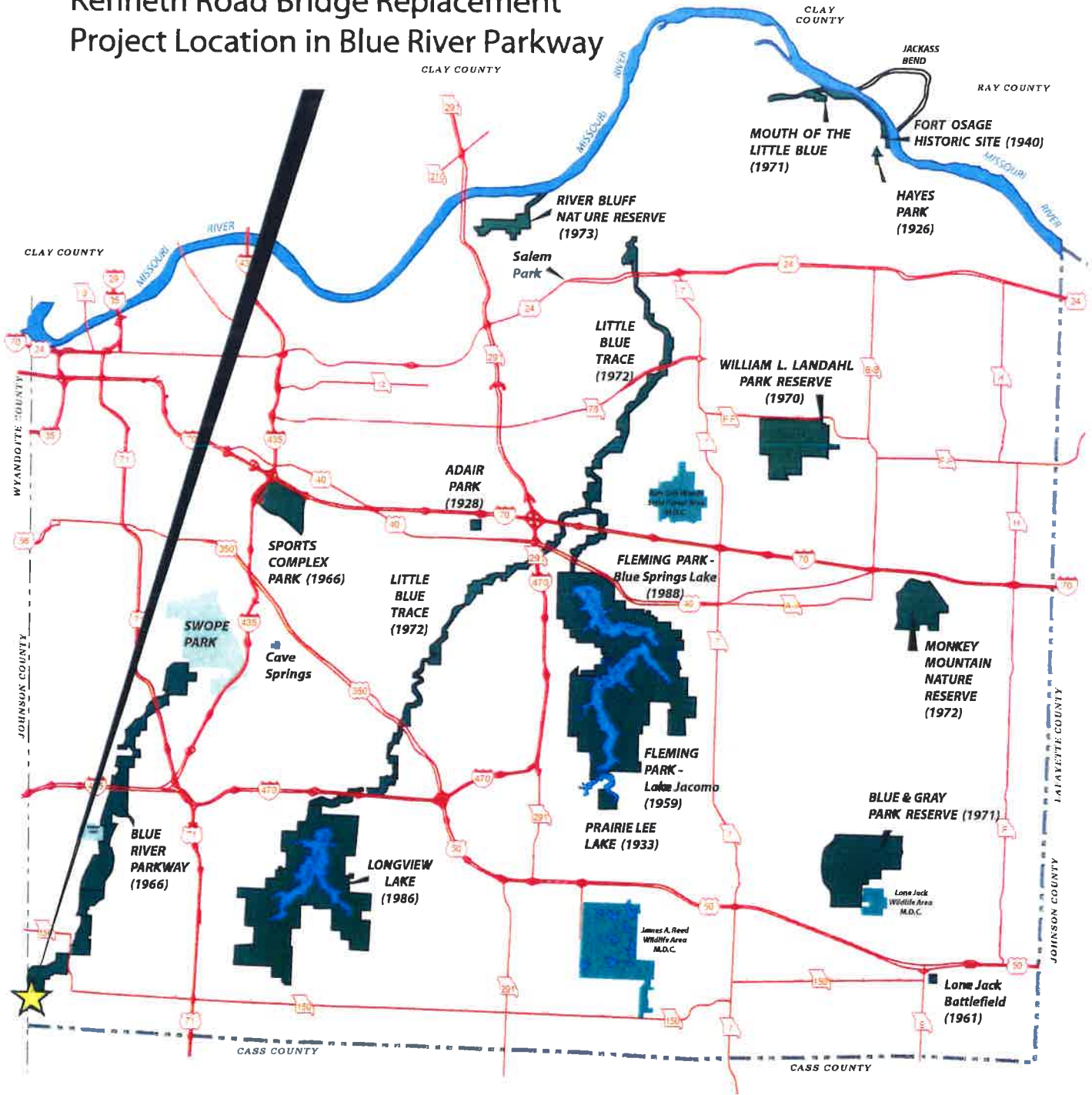
Notary Public

Printed Name of Notary

My Commission Expires:

Jackson County Park System

Kenneth Road Bridge Replacement Project Location in Blue River Parkway



Jackson County, Missouri

PROJECT # 89005566
PARCEL ID # JA 65-600-02-15-01-3-00-000
Tract #2
OWNERS NAME: Kansas City, Missouri
SITUS ADDRESS: No Situs Address
Kansas City, Missouri 64131
MAILING ADDRESS: 414 East 12th Street
Kansas City, MO. 64106

GENERAL WARRANTY DEED

THIS INDENTURE, made this July 31st, A.D., 2018, by and between **City of Kansas City, Missouri, a Municipal Corporation of the State of Missouri**, (Grantor), and the **Jackson County, Missouri, a political subdivision of the State of Missouri**, (Grantee), whose mailing address is 415 East 12th Street, Kansas City, Missouri, 64106.

WITNESSETH, that the said Grantor, in consideration of TEN, DOLLARS to be paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents grant, bargain and sell, convey and confirm unto said Grantee, its successors and assigns, the following described real estate and interests in real estate in connection with construction project #89005566, Kenneth Road Bridge, under, in, over and upon the following described tracts of land situated in Kansas City, Jackson County, Missouri, to-wit:

LEGAL DESCRIPTION:

A TRACT OF LAND IN THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 47 NORTH, RANGE 33 WEST, IN KANSAS CITY, JACKSON COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 47 NORTH, RANGE 33 WEST; THEN SOUTH $87^{\circ}52'35''$ EAST ALONG THE NORTH LINE OF THE NORTHWEST $1/4$ OF SECTION 9, A DISTANCE OF 1323.63 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST $1/4$ OF THE NORTHWEST $1/4$ OF SECTION 9; THEN SOUTH $03^{\circ}14'33''$ WEST ALONG THE WEST LINE OF THE NORTHEAST $1/4$ OF THE NORTHWEST $1/4$ OF SECTION 9, A DISTANCE OF 659.14 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST $1/4$ OF THE NORTHEAST $1/4$ OF THE NORTHWEST $1/4$ OF SECTION 9; THEN SOUTH $87^{\circ}51'14''$ EAST ALONG THE NORTH LINE OF THE SOUTHWEST $1/4$ OF THE NORTHEAST $1/4$ OF THE NORTHWEST $1/4$ OF SECTION 9, A DISTANCE OF 160.67 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE ABANDONED MISSOURI PACIFIC RAILWAY AS SHOWN IN MISSOURI PACIFIC RAILWAY COMPANY RIGHT-OF-WAY AND TRACK MAP NUMBER V9MO-5, DATED MAY 15, 1939 AND THE EASTERLY RIGHT-OF-WAY LINE OF THE MISSOURI PACIFIC RAILWAY COMPANY AS RECORDED IN BOOK 4759, PAGE 217, ALSO BEING THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $02^{\circ}52'08''$ AND A RADIUS OF 7211.44 FEET, THE RADIUS POINT BEARS NORTH $84^{\circ}40'28''$ EAST; THEN SOUTHEASTERLY ALONG THE ARC OF THAT CURVE AND ALONG THAT WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 361.78 FEET TO A POINT OF COMPOUND CURVE OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $28^{\circ}53'29''$ AND A RADIUS OF 1195.91 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF THAT CURVE, A DISTANCE OF 603.04 FEET TO A POINT ON THE EAST LINE OF THE SOUTH EIGHT ACRES OF THE WEST 484 FEET OF THAT PART OF THE NORTH 60 ACRES OF THE EAST $1/2$ OF THE NORTHWEST $1/4$ OF SECTION 9 TOWNSHIP 47 NORTH, RANGE 33 WEST LYING WEST OF THE RIGHT-OF-WAY OF THE MISSOURI PACIFIC RAILWAY COMPANY AND LYING EAST OF THE RIGHT-OF-WAY CONVEYED TO THE MISSOURI PACIFIC RAILWAY COMPANY BY WARRANTY DEED RECORDED IN BOOK 4759, PAGE 217, THE POINT OF BEGINNING; THEN CONTINUING ALONG THE ARC OF THAT CURVE THROUGH A CENTRAL ANGLE OF $1^{\circ}18'31''$ FOR A DISTANCE OF 27.31 FEET TO THE POINT OF TANGENT; THEN SOUTH $38^{\circ}24'00''$ EAST, A DISTANCE OF 123.50 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $23^{\circ}09'17''$ AND A RADIUS OF 854.63 FEET; THEN SOUTHERLY ALONG THE ARC OF THAT CURVE A DISTANCE OF 345.38 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 60 ACRES OF THE EAST $1/2$ OF THE NORTHWEST $1/4$ OF SECTION 9; THEN NORTH $87^{\circ}52'35''$ WEST ALONG THAT SOUTH LINE, A DISTANCE OF 271.88 FEET TO A POINT ON THE EAST LINE OF THE SOUTH EIGHT ACRES OF THE WEST 484 FEET OF THAT PART OF THE NORTH 60 ACRES OF THE EAST $1/2$ OF THE NORTHWEST $1/4$ OF SECTION 9 TOWNSHIP 47 NORTH RANGE 33 WEST LYING WEST OF THE RIGHT-OF-WAY OF THE MISSOURI PACIFIC RAILWAY COMPANY AND LYING EAST OF THE RIGHT-

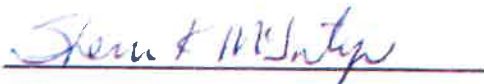
OF-WAY CONVEYED TO THE MISSOURI PACIFIC RAILWAY COMPANY BY WARRANTY DEED RECORDED IN BOOK 4759, PAGE 217; THEN NORTH 03°14'33" EAST ALONG THAT EAST LINE, A DISTANCE OF 415.10 FEET TO THE POINT OF BEGINNING.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto Grantee, its successors and assigns forever; Grantor hereby covenanting that he/she/they/it is/are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that Grantor has good right to convey the same; that Grantor entered into an Interlocal Cooperative Agreement - Kenneth Road Bridge Improvements agreement with Jackson County, Missouri, the City of Overland Park, Kansas and Loch Lloyd Country Club, attached hereto and incorporated herein as Exhibit A, in which the City agreed to convey certain property interests if necessary for completion of the project; that Grantor passed Ordinance No. 140737, attached hereto and incorporated herein as Exhibit B, authorizing the cooperative agreement; that the said premises are free and clear of any encumbrances done or suffered by Grantor or those under whom he/she/they/it claim(s) except for the lien of general or special taxes not now due and payable; and that Grantor will warrant and defend the title to said premises unto said Grantee and it's successors and assigns, forever, against the lawful claims and demands of all entities whomsoever.


WORDS AND PHRASES herein, including those in the Acknowledgment, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

IN TESTIMONY WHEREOF, IN WITNESS WHEREOF, Grantor(s) has/have executed this agreement on the said day, month, and year first above written.

CITY OF KANSAS CITY, MISSOURI



Sherri McIntyre
Director of Public Works / Assistant City Manager


Printed Name

CITY ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On this 31st day of July, 2018, before me, a Notary Public, personally appeared Sherri McIntyre, to me personally known, who, being by me duly sworn, did say that she is the Director of Public Works, Assistant City Manager of the City of Kansas City, Missouri, and that she executed the above and foregoing instrument on behalf of said Kansas City, Missouri, and acknowledged the execution of same as the free and voluntary act and deed of Kansas City, Missouri.

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

SEAL



John L. Strauss
Notary Public
John L. Strauss
Printed Name of Notary

My Commission Expires:

1-24-2020



June 25, 2018

Mr. Bruce Wilke
Jackson County Parks and Rec.
22807 Woods Chapel Road
Blue Springs, MO 64015

RE: Land and Water Conservation Fund Grant
Conversion Successful Completion
#29-00917, Blue River Parkway Development Number 1

Dear Mr. Wilke:

This letter is to serve as your formal acknowledgement that Jackson County Parks and Rec. has successfully completed the conversion process for Blue River Parkway Development Number 1. Please be advised that the replacement property is now protected under Section 6(f)(3) of the Land and Water Conservation Fund (LWCF) Act in perpetuity. Enclosed you will find copies of the grant amendment and categorical exclusion for your records. If you have any questions on how to properly administer this park as it pertains to LWCF, please visit <https://mostateparks.com/page/61215/land-and-water-conservation-fund-lwcf-grants> for access to the most updated administrative guide.

Should you have additional questions please contact me by email rebecca.rost@dnr.mo.gov or by phone at (573) 751-0848.

Sincerely,
MISSOURI STATE PARKS

Rebecca Rost
Section Chief, Grants Management Section

Enclosures



29-00917(MWR-LCPP/G)

United States Department of the Interior

National Park Service
Midwest Region
601 Riverfront Drive
Omaha Nebraska 68102-4226

JUN 12 2018

Mr. Ben Ellis, Director
Missouri Department of Natural Resources
P.O. Box 176
Jefferson City, Missouri 65102-0176

Dear Mr. Ellis:

This is to inform you of the approval for Amendment No. 5 to Land and Water Conservation Fund (LWCF) project 29-00917, Blue River Parkway Development Number 1. This amendment converts 0.817-acre of park property at Kenneth Road Recreation Facility, which is located within Blue River Parkway to non-recreational use; and replaces it with 1.563 acres of new park land which is contiguous to Blue River Parkway.

Enclosed are your copies of the executed amendment and the environmental certification. Please give me a call if you have any questions at 402-661-1544.

Sincerely,

Jane G. Beu
Program Officer

Enclosures 2



AMENDMENT TO PROJECT AGREEMENT Land and Water Conservation Fund



State Missouri

Project Amendment No. 5

THIS AMENDMENT to Project Agreement No. 29-00917 is hereby made and agreed upon by the United States of America, acting through the Director of the National Park Service and by the State of Missouri pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964).

The State and the United States, in mutual consideration of the promises made herein and in the agreement of which this is an amendment, do promise as follows:

That the above mentioned agreement is amended by adding the following:

To approve converting +/- 0.817 acres located in the southernmost end of the 6(f)(3) boundary of Blue River Parkway and replacing with two parcels consisting of +/- 1.563 acres located at 38°54'46.2"N 94°34'21.0"W, in Jackson County, MO.

In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness thereof the parties hereto have executed this amendment as of the date entered below.

THE UNITED STATES OF AMERICA

By [Signature]
(Signature)

Chief, Recreation Grants Division

(Title)

National Park Service
United States Department of the Interior

Date 6/12/18

STATE

By Missouri
(State)

[Signature]
(Signature)

Ben Ellis
(Name)

Division of State Parks Director/State Liaison Officer
(Title)



National Park Service
U.S. Department of the Interior

State and Local
Assistance Programs
Midwest Region

Jane G. Beu
Project Officer
601 Riverfront Drive
Omaha, NE 68102

29-00917, Blue River Parkway Development Number 1
Project Number and Name


Jackson, Kansas City, Missouri
City, County, State

Proposed Federal Action:

Approval of a Land and Water Conservation Fund project amendment to delete 0.817 acre located in the southern most end of the 6(f)(3) boundary of Blue River Parkway and replace with two parcels consisting of +/- 1.563 acres that are contiguous to Blue River Parkway in Jackson County, Missouri.

Categorical Exclusion

On the basis of the environmental impact information in the statutory compliance file, including the public and agency involvement documented on the PDESf, with which I am familiar, I am categorically excluding the described project from further NEPA analysis under 516 DM 12, Item C(2) which states: "Land exchanges which will not lead to significant changes in the use of the land." No exceptional circumstances (i.e., all boxes in the ESF are marked "no") or conditions in section 3-6 apply, and the action is fully described in section 3-4 of DO-12.


Roger Knowlton
Chief, Recreation Grants Division


Date