

PERMANENT AND TEMPORARY CONSTRUCTION EASEMENT

Jackson County, Missouri

JACKSON COUNTY, MISSOURI ("**GRANTORS**"), whose address is: 415 E 12th Street, Kansas City, Missouri 64106, owners of a tract of land described as follows: Part of Section 2 and Section 3, Township 49 North, Range 31 West, and as described in Book 571 Page 654 and Page 986 Page 730 of the Jackson County, Missouri Records for and in consideration of the sum of ONE AND NO/100 Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto LACLEDE GAS COMPANY, doing business as MISSOURI GAS ENERGY, a Missouri corporation ("**GRANTEE**"), whose address is: 700 Market St., St. Louis, MO 63101, its successors, assigns, lessees and tenants forever, the right and easement to construct, operate and maintain a gas distribution system consisting of mains, piping, valves, service connections, appurtenances and above ground structures along with the right to construct, maintain, alter, inspect, repair, replace, protect, relocate, change the size of, operate and remove a cathodic protection rectifier or rectifiers, anodes and cables *thereto*, and appurtenances for the production of cathodic protection currents therein, in, under and across the following part of the aforesaid land, namely:

A Fifteen (15') foot wide strip of land ("Utility Easement") and a variable width of land ("Temporary Construction Easement") in the above parcel as shown on Gas Line Easement Exhibits "A" & "B".

The Temporary Construction Easement shall be for use in the initial construction and installation of the improvements and other construction purposes reasonably related to the construction of the natural gas lines. The Temporary Construction Easement shall commence on the effective date of this agreement and shall automatically terminate and expire upon the date construction of the improvements are completed. Upon the expiration of the term of the Temporary Construction Easement, all of the rights and benefits of **Grantee** in, to and under this agreement with respect to the temporary construction easement shall automatically terminate and be of no further force and effect.

Grantee, its successors and assigns, will have the right to use and control a line or lines of natural gas pipe for the circulation and distribution of natural gas for public or private use through the above described property for all proper purposes connected with the installation, use, maintenance, and replacement of the line(s) of natural gas pipe, and with the attachment thereto of the service lines of its customers. Furthermore, **Grantee**, its successors and assigns, will have the right to use and control a cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein through the above described property for all proper purposes connected with the installation, use, maintenance, and replacement of the cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein. **Grantee** has the right and privilege of removing at any time, any or all of the

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AUG 30 2017

MARY JO SPINO
COUNTY CLERK

cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein without surrendering its easement rights stated herein. **Grantee** has the right and privilege of removing at any time, any or all of the line of natural gas improvements without surrendering its easement rights stated herein. If the natural gas pipe to which the service line connection(s) of the undersigned is abandoned, the service line (s) and the connection(s) may be relocated to another natural gas pipe as directed by **Grantee**.

Grantors shall have the right to use and enjoy the above described lands, except as to the rights herein conveyed. **Grantor** agrees not to obstruct or interfere with the normal use or maintenance of such pipe line or lines and any connections to the same along with cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein. The undersigned also agrees not to erect or cause to be erected any building or structure on said easement and not place fill in excess of five (5) feet on pipeline(s) or cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, or remove overburden (cover) such that pipeline or cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, does not have at least three (3) feet of remaining cover. **Grantee** shall also have the right to clear and keep clear brush, trees, shrubbery, roots and other obstructions which, in **Grantee's** judgment, may interfere with the safe, proper and expeditious laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of said pipe line(s), lines and facilities, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein or any part thereof, within or upon the above described land.

Grantor further reserves the right to make other improvements it desires on, over, in or near the Easement Area and should **Grantor's** improvements plan so require, **Grantee** will remove its gas distribution system components, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, from the referenced Easement Area; provided however, that **Grantor** agrees to provide to **Grantee** written notice no less than 120 days before commencing work in connection with any such improvements. In connection with any such improvement, **Grantor** agrees to provide detailed information regarding such improvements to **Grantee** and to cooperate with **Grantee** to identify an alternate Easement Area owned or controlled by **Grantor** and agreeable to both parties with respect to which **Grantee** would be accorded rights substantially similar to those contemplated herein. In any such instance, the cost of removing and relocating the gas distribution system components, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, shall be paid by the **Grantor** if the removal and relocation is made necessary by the actions of **Grantor**.

Grantor warrants and will defend the title to said easement during its existence with the **Grantee** for its use and benefit against all parties whatsoever.

Grantee accepts this easement with the understanding and on the condition that whenever it shall make any excavations in the above-described property the **Grantee** will properly backfill all excavations and shall restore the ground as nearly as practicable to its former condition.

IN WITNESS WHEREOF, said Jackson County, Missouri, has caused these presents to be signed by its _____ (if applicable) the day and year first above written.

JACKSON COUNTY

APPROVED AS TO FORM:
MISSOURI

By: W. Stephen Nixon
W. Stephen Nixon, County Counselor
Executive

JACKSON COUNTY,

Frank White, Jr.
Frank White, Jr., County

ATTEST:

By: Mary Jo Spino
Mary Jo Spino, Clerk of the County Legislature

COUNTY ACKNOWLEDGMENT

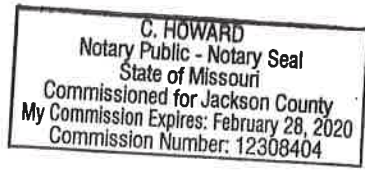
STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 30th day of August, 2017, 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.

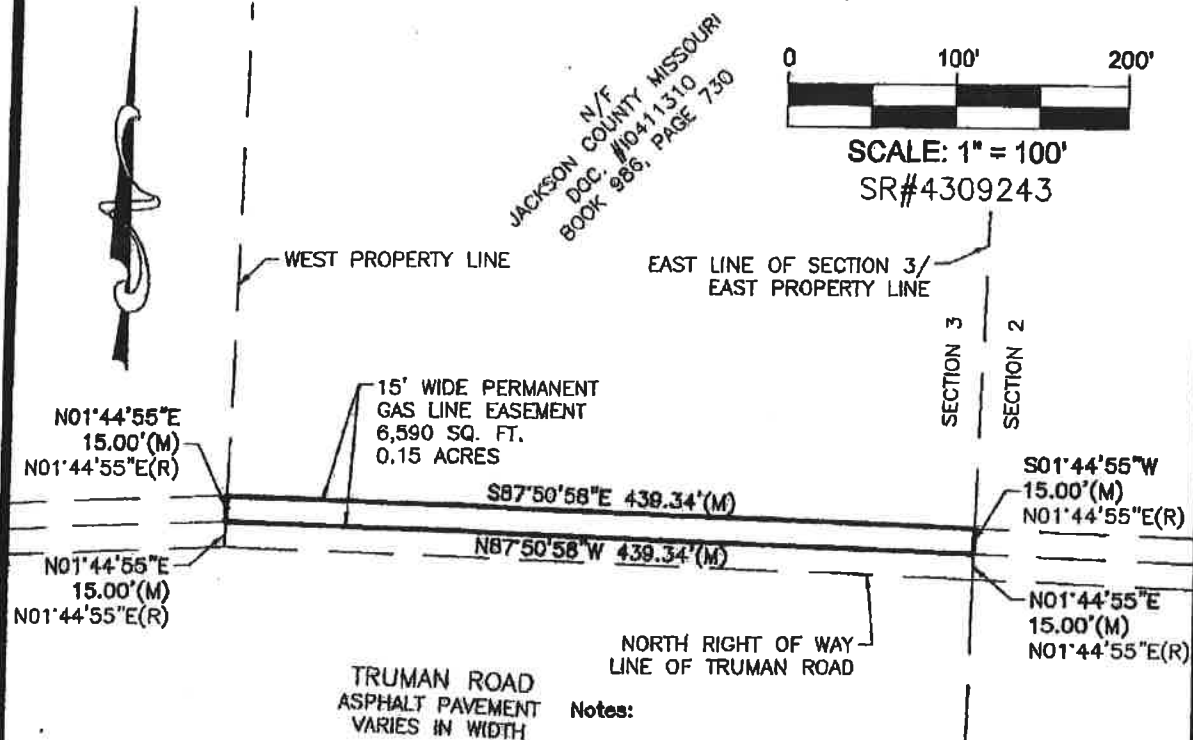
C. Howard
Notary Public

My Commission Expires: 2/28/2020



GAS LINE EASEMENT EXHIBIT A

PART OF SECTION 3, TOWNSHIP 49 NORTH, RANGE 31 WEST OF THE 5TH P.M.,
CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI



Notes:

1. Bearing referenced to Grid North of the Missouri Coordinate System 1983, West Zone per GPS observations utilizing the MoDOT VRS RTK Network.
2. M = Measured outboundary information as per field data obtained on April 12, 2017.
3. R = Recorded outboundary information as per Warranty Deed recorded on January 21, 1980 as Document No. 10411310 in Book 986, Page 730 of the Jackson County Recorder of Deeds.
4. Outboundary show hereon as per Warranty Deed recorded on January 21, 1980 as Document No. 10411310 in Book 986, Page 730 of the Jackson County Recorder of Deeds.
5. All right of way lines as per AutoCAD drawing provided by Spire Energy.
6. Centerline distance = 439.34'



Mark R. Frankenberg 6/23/17

Mark R. Frankenberg, PLS #2365
State of Missouri
Registered Land Surveyor for
Buescher Frankenberg Associates, Inc
Corporate # 00096

E-Mail: mail@bfaeng.com PHONE: (636) 239-4751



CONSULTANTS-ENGINEERS-SURVEYORS
www.bfaeng.com

DRAWN BY	DATE	Project No.
C.R.H.	06-22-17	3712

103 ELM STREET WASHINGTON, MISSOURI 63090

New Town – Truman Road

BFA Project No. 3712

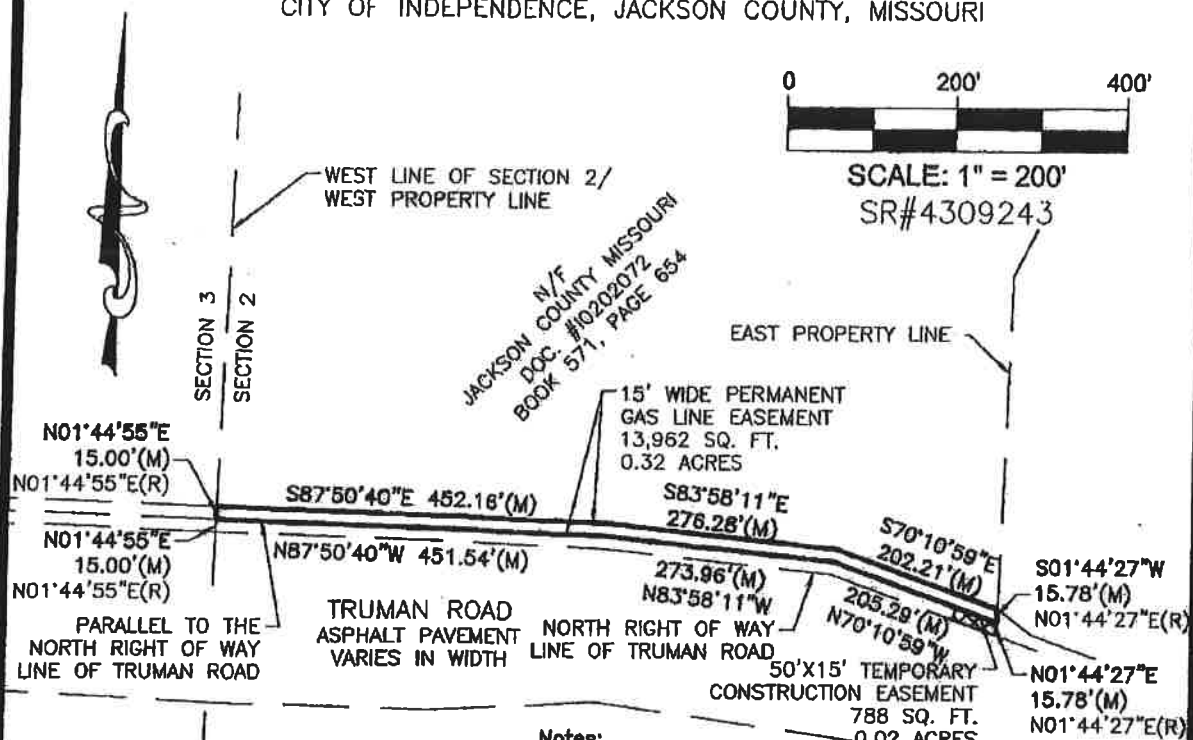
June 30, 2017 C.R.H.

Legal Description – Jackson County Exhibit B, Easement

Commencing at the Southwest corner of the tract of land described in Missouri Warranty Deed recorded as Document No. I0202072 in Book 571, Page 654 also being a point on the north right of way line of Truman Road; thence along the west line of said tract $N01^{\circ}-44'-55''E$ 15.00 ft. to the point of beginning; thence continuing on said line $N01^{\circ}-44'-55''E$ 15.00 ft. to a point; thence leaving said west line, parallel with said north right of way line $S87^{\circ}-50'-40''E$ 452.16 ft. to a point; thence $S83^{\circ}-58'-11''E$ 276.28 ft. to a point; thence $S70^{\circ}-10'-59''E$ 202.21 ft. to a point on the east line of said tract; thence along said east line $S01^{\circ}-44'-27''E$ 15.78 ft. to a point; thence leaving said east line, parallel with said north right of way line $N70^{\circ}-10'-59''W$ 205.29 ft. to a point; thence $N83^{\circ}-58'-11''W$ 273.96 ft. to a point; thence $N87^{\circ}-50'-40''W$ 451.54 ft. to the point of beginning, containing 0.32 acres; Subject to any and all easements, conditions, restrictions, etc. of record.

GAS LINE EASEMENT EXHIBIT B

PART OF SECTION 2, TOWNSHIP 49 NORTH, RANGE 31 WEST OF THE 5TH P.M.,
CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI



- Notes:**
1. Bearing referenced to Grid North of the Missouri Coordinate System 1983, West Zone per GPS observations utilizing the MoDOT VRS RTK Network.
 2. M = Measured outboundary information as per field data obtained on April 12, 2017.
 3. R = Recorded outboundary information as per Warranty Deed recorded on January 9, 1975 as Document No. 10202072 in Book 571, Page 654 of the Jackson County Recorder of Deeds.
 4. Outboundary show hereon as per Warranty Deed recorded on January 9, 1975 as Document No. 10202072 in Book 571, Page 654 of the Jackson County Recorder of Deeds.
 5. All right of way lines as per AutoCAD drawing provided by Spire Energy.
 6. Centerline distance = 930.72'



4/23/17

Mark R. Frankenberg

Mark R. Frankenberg, PLS #2365
State of Missouri
Registered Land Surveyor for
Buescher Frankenberg Associates, Inc
Corporate # 00096

E-Mail: mail@bfaeng.com PHONE: (636) 239-4751



CONSULTANTS-ENGINEERS-SURVEYORS
www.bfaeng.com

DRAWN BY C.R.H.	DATE 06-22-17	Project No. 3712
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103 ELM STREET WASHINGTON, MISSOURI 63090

New Town – Truman Road
BFA Project No. 3712
June 30, 2017 C.R.H.

Legal Description – Jackson County Exhibit A

Commencing at the Southwest corner of the tract of land described in Missouri Warranty Deed recorded as Document No. I0411310 in Book 986, Page 730 also being a point on the north right of way line of Truman Road; thence along the west line of said tract N01°-44'-55"E 15.00 ft. to the point of beginning; thence continuing on said line N01°-44'-55"E 15.00 ft. to a point; thence leaving said west line, parallel with said north right of way line S87°-50'-58"E 439.34 ft. to a point on the east line of said tract; thence along said east line S01°-44'-55"W 15.00 ft. to a point; thence leaving said east line, parallel with said north right of way line N87°-50'-58"W 439.34 ft. to the point of beginning, containing, containing 0.15 acres; Subject to any and all easements, conditions, restrictions, etc. of record.

New Town – Truman Road
BFA Project No. 3712
June 30, 2017 C.R.H.

Legal Description – Jackson County Exhibit B, TCE

Beginning at the Southeast corner of the tract of land described in Missouri Warranty Deed recorded as Document No. I0202072 in Book 571, Page 654 also being a point on the north right of way line of Truman Road; thence along said north right of way line N70°-10'-59"W 54.90 ft. to a point; thence leaving said north line N19°-49'-01"W 15.00 ft. to a point; thence S70°-10'-59"E 50.00 ft. to a point on the east line of said tract; thence along said east line S01°-44'-27"W 15.78 ft. to the point of beginning; containing 0.02 acres; Subject to any and all easements, conditions, restrictions, etc. of record.

Plan View

Start of Bore

End of Bore

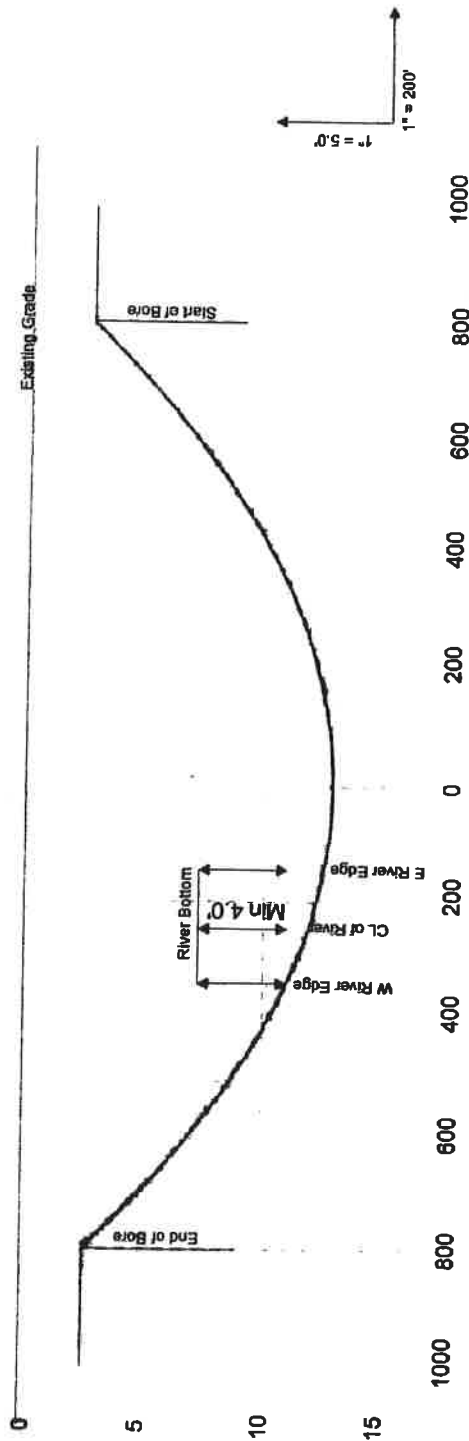
Start of Bore

Start of Bore

End of Bore

Start of Bore

Bore Profile



Project #: 800884

Maximo Work Order: 15534795

Job Description: New Town at Harmony - 1 - IUI Pxy

0 205 410 820 Feet

1 inch = 200 feet

Date: 06/29/2017

GIS Analyst: LWB

River Name: Little Blue River

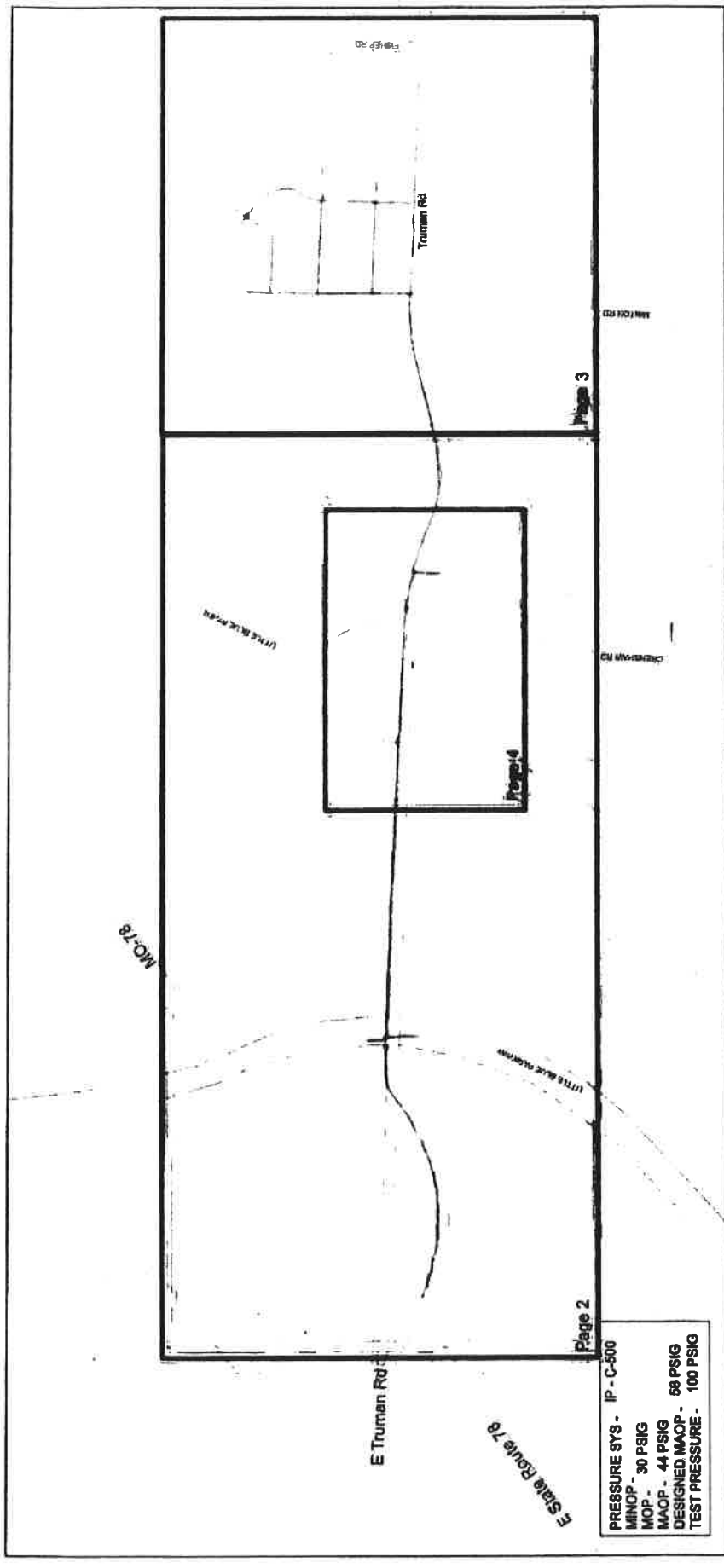




Sector: 0821
Project #: 800984

Region: South
TownCode: 0201

Job Description: New Town at Harmony - 1 - MGE Kavanaugh
Maximo Work Order: 15534795



IP - C-500
PRESSURE SYS -
MINOP - 30 PSIG
MOP - 44 PSIG
MAOP - 44 PSIG
DESIGNED MAOP - 60 PSIG
TEST PRESSURE - 100 PSIG

Check for Work Order Authorization

Drawn:	Revision Details:
KATE DARNELL	
Original Date:	
2/22/2017	



Main & Service

- Existing
- Install
- Remove
- Abandon

Gas Valve

- Ball
- Butterfly
- Gate
- Plug
- Blow Down

Gas Pipe Casing

- Exposed Pipe
- Abandoned Gas Pipe
- +++ RCP - Reinforced Concrete Pipe
- CMP - Corrugated Metal Pipe

Flange

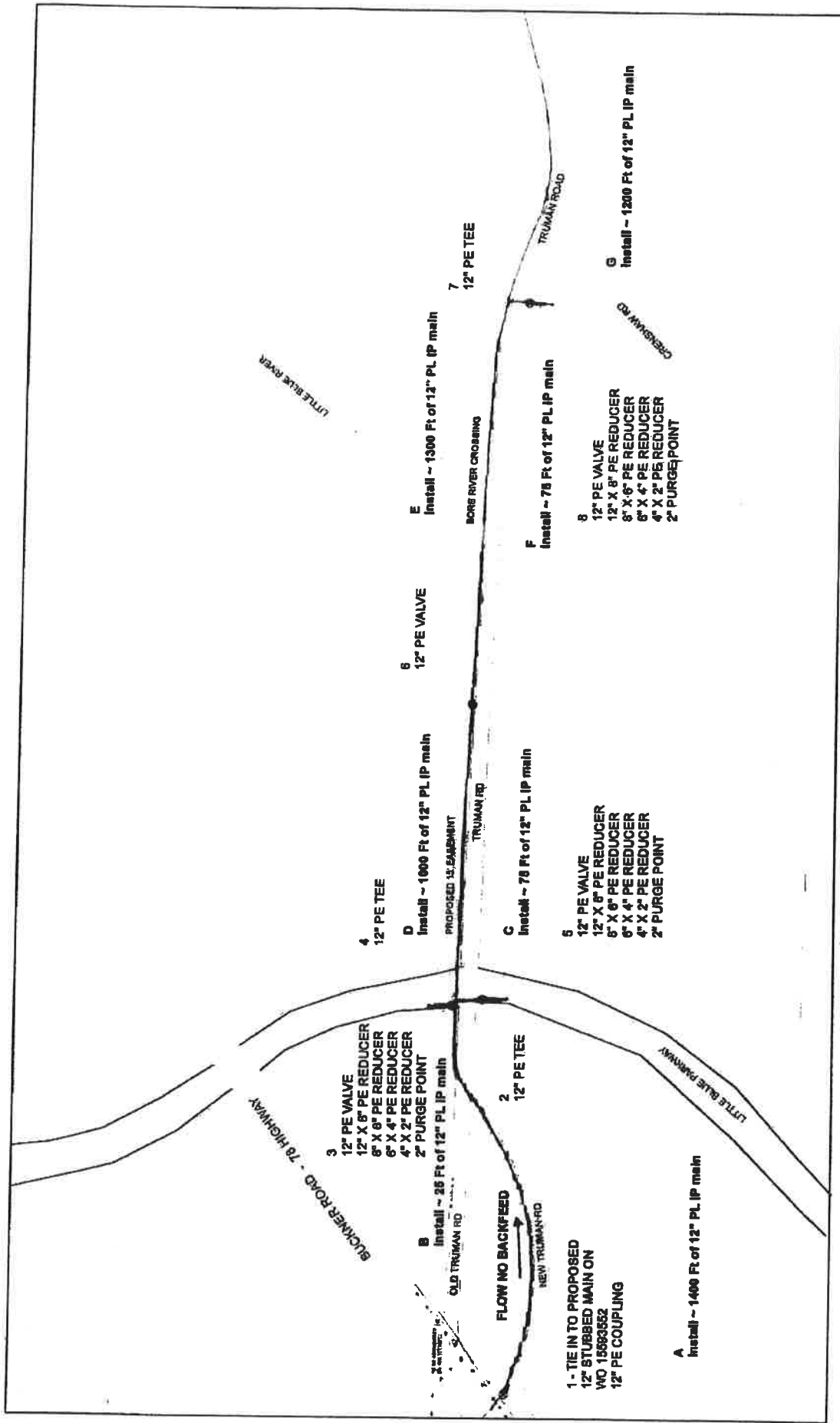
- ⊥ Insulated Flange
- ⊕ Cross
- ⊖ Reducer
- ⊕ Tee
- ⊥ Vertical EI

Service Tee

- ⊥ Stopper / Bottom Outlet
- ⊥ Coupling
- ⊥ Insulated Coupling
- ⊥ Trace Wire Box
- ⊥ End Cap

Drip

- Station Structure
- Regulator Station
- Meter Setting
- Meter Post
- Electronic Marker



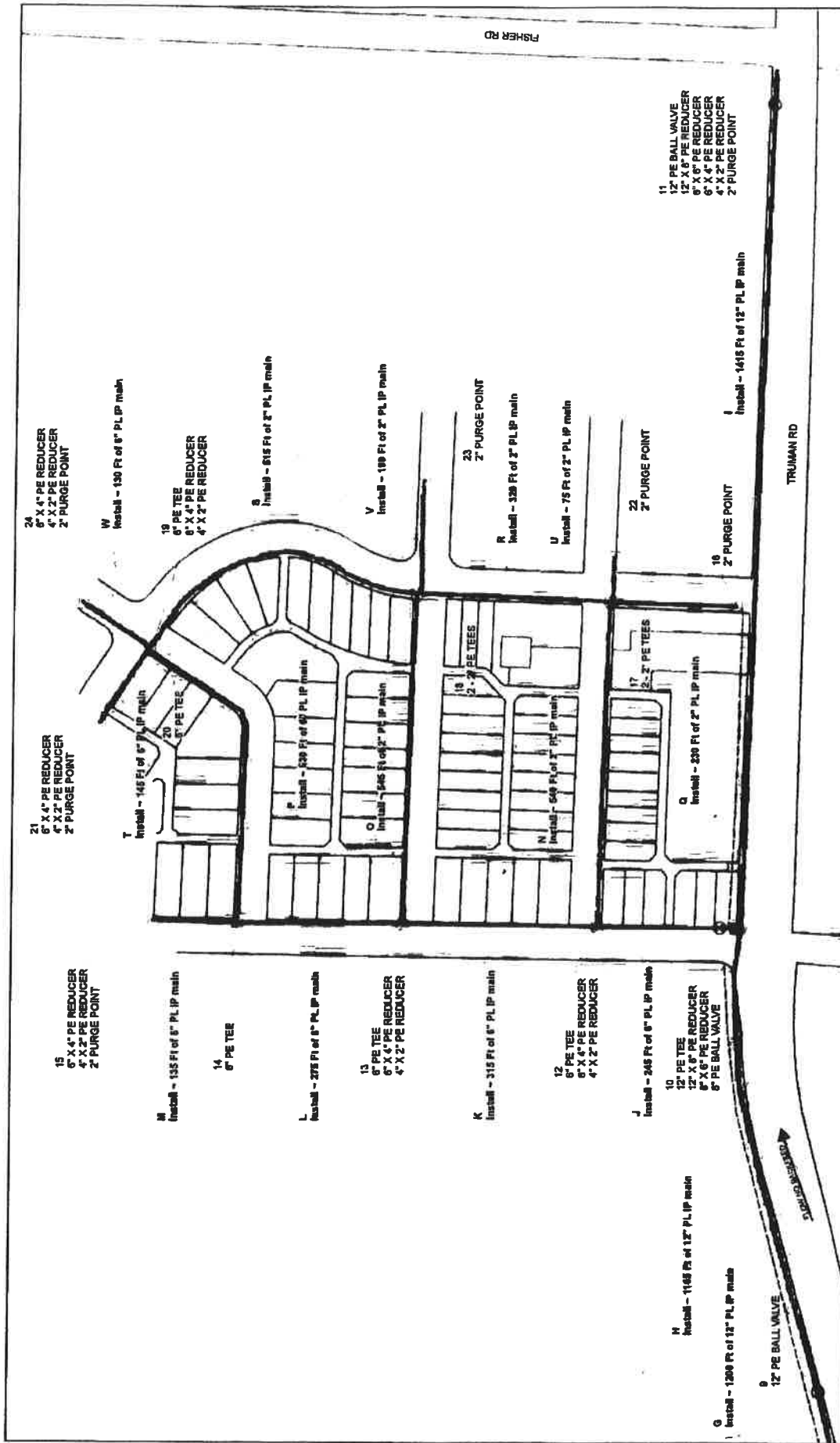
Job Description: New Town at Harmony - 1 - MGE Kavanaugh

Maximo Work Order: 15534795

PAGE 2 OF 4

PATH: \\G06APP\PROJECTS\ORDER_DRAWING\BMS\BMSOUTH\REGOR\017_15534795_NEWBUSINESS_NEW TOWN AT HARMONY PHASE 1\DOCUMENTS\DATE IN ARD, 3:18:20 PM 3/7/2017 20841





24
6" X 4" PE REDUCER
4" X 2" PE REDUCER
2" PURGE POINT

W
Install - 130 Ft of 8" PL IP main

19
6" PE TEE
6" X 4" PE REDUCER
4" X 2" PE REDUCER

S
Install - 615 Ft of 2" PL IP main

V
Install - 198 Ft of 2" PL IP main

23
2" PURGE POINT

R
Install - 328 Ft of 2" PL IP main

U
Install - 75 Ft of 2" PL IP main

22
2" PURGE POINT

I
Install - 1415 Ft of 12" PL IP main

11
12" PE BALL VALVE
12" X 8" PE REDUCER
8" X 6" PE REDUCER
6" X 4" PE REDUCER
4" X 2" PE REDUCER
2" PURGE POINT

21
6" X 4" PE REDUCER
4" X 2" PE REDUCER
2" PURGE POINT

T
Install - 145 Ft of 6" PL IP main

20
6" PE TEE

F
Install - 328 Ft of 6" PL IP main

O
Install - 615 Ft of 2" PL IP main

18
2" PE TEES

N
Install - 548 Ft of 2" PL IP main

17
2" PE TEES

Q
Install - 328 Ft of 2" PL IP main

15
6" X 4" PE REDUCER
4" X 2" PE REDUCER
2" PURGE POINT

M
Install - 135 Ft of 8" PL IP main

14
6" PE TEE

L
Install - 278 Ft of 8" PL IP main

13
6" PE TEE
6" X 4" PE REDUCER
4" X 2" PE REDUCER

K
Install - 315 Ft of 8" PL IP main

12
6" PE TEE
6" X 4" PE REDUCER
4" X 2" PE REDUCER

J
Install - 248 Ft of 8" PL IP main

10
12" PE TEE
12" X 8" PE REDUCER
8" X 6" PE REDUCER
6" PE BALL VALVE

H
Install - 1145 Ft of 12" PL IP main

G
Install - 1288 Ft of 12" PL IP main

6
12" PE BALL VALVE

600 Feet

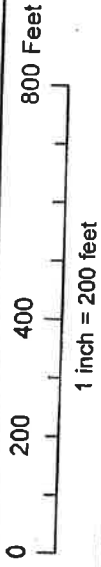
300

150

1 inch = 150 feet

Job Description: New Town at Harmony - 1 - MGE Kavanaugh

TRUMAN RD RIVER CROSSING LITTLE BLUE RIVER INDEPENDENCE, MO



NOTE: THE WETLAND AREA IDENTIFIED WILL NOT BE DISTURBED
PIPE WILL BE BORED ~10 FEET BELOW THE WETLAND.

Install ~ 6066' of 12" PLIP main
Laid in Proposed 10' R Easement

TRUMAN RD

CRANFORD

02/07/2017
Maximo, MO # 15534786
Lonny Branstuder



Job Description: New Town at Harmony - 1 - MGE Kevanaugh Region: South

Sector: 0821

Maximo Work Order: 15534785

TownCode: 0201

Project #: 800984

Tick Number _____ Soap Test <input type="checkbox"/> Yes <input type="checkbox"/> No Date: _____ Time: _____ Pressure: _____ Signature: _____	Tick Number _____ Soap Test <input type="checkbox"/> Yes <input type="checkbox"/> No Date: _____ Time: _____ Pressure: _____ Signature: _____	Tick Number _____ Soap Test <input type="checkbox"/> Yes <input type="checkbox"/> No Date: _____ Time: _____ Pressure: _____ Signature: _____	Tick Number _____ Soap Test <input type="checkbox"/> Yes <input type="checkbox"/> No Date: _____ Time: _____ Pressure: _____ Signature: _____
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PRESSURE TEST OF GAS MAINS (One Test Per Sheet)

Pipe Size: _____ Length (ft): _____
 Pipe Size: _____ Length (ft): _____
 Pipe Size: _____ Length (ft): _____

Pressure System: TF \ SF \ CF \ IP \ MP \ LP

Test Medium: Water \ Air \ Gas Other: _____

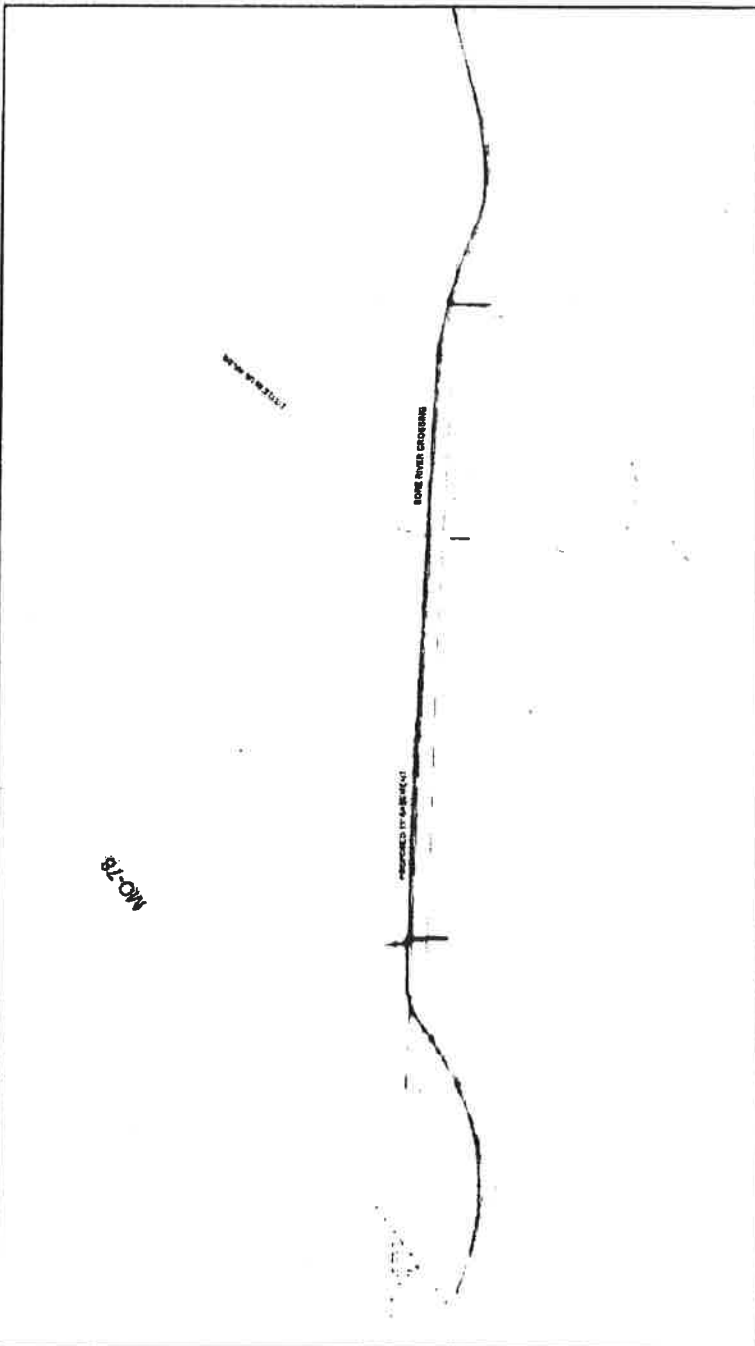
Gauge Type: _____ Recording _____ Indicating _____ Dead Weight _____
 Gauge I.D.: _____
 Calib. Date: _____

Test Date: _____
 Start Time: _____ End Time: _____
 Start Press.: _____ End Press.: _____
 Start Temp.: _____ End Temp.: _____

* Water or Pipe temperature, not ambient
 If Discharge volume is over 1,000 gallons - Contact Lab for sample collection.

Note all leaks or failures, including cause, and corrective action taken in comments below.

Crew Foreman: _____ Date: _____
 Inspector: _____ Date: _____
 Supervisor: _____ Date: _____



Comments: _____



PRESSURE TEST OF GAS MAINS (One Test Per Sheet)

Job Description: New Town at Harmony - 1 - MGE Kavanaugh Region: South

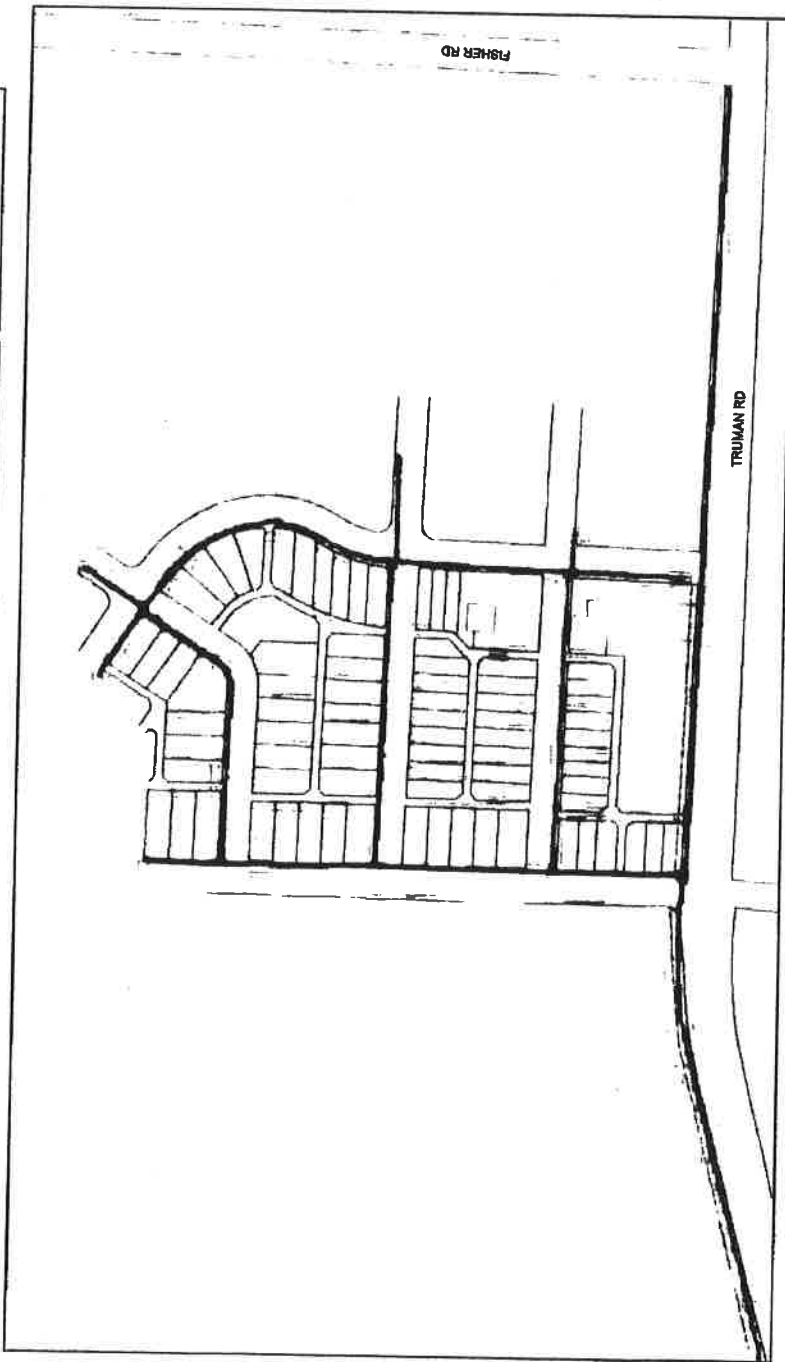
Sector: 0821

Maximo Work Order: 15534795

TownCode: 0201

Project #: 800984

Tie-In Number _____ Soap Test <input type="checkbox"/> Yes <input type="checkbox"/> No Date: _____ Time: _____ Pressure: _____ Signature: _____	Tie-In Number _____ Soap Test <input type="checkbox"/> Yes <input type="checkbox"/> No Date: _____ Time: _____ Pressure: _____ Signature: _____	Tie-In Number _____ Soap Test <input type="checkbox"/> Yes <input type="checkbox"/> No Date: _____ Time: _____ Pressure: _____ Signature: _____	Tie-In Number _____ Soap Test <input type="checkbox"/> Yes <input type="checkbox"/> No Date: _____ Time: _____ Pressure: _____ Signature: _____
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Pipe Size: _____ Length (ft): _____
 Pipe Size: _____ Length (ft): _____
 Pipe Size: _____ Length (ft): _____

Pressure System: TF \ SF \ CF \ IP \ MP \ LP
 Test Medium: Water \ Air \ Gas Other: _____

Gauge Type: Recording _____ Indicating _____ Dead Weight _____
 Gauge I.D.: _____
 Calib. Date: _____
 Test Date: _____
 Start Time: _____ End Time: _____
 Start Press.: _____ End Press.: _____
 Start Temp.: _____ End Temp.: _____
 * Water or Pipe temperature, not ambient

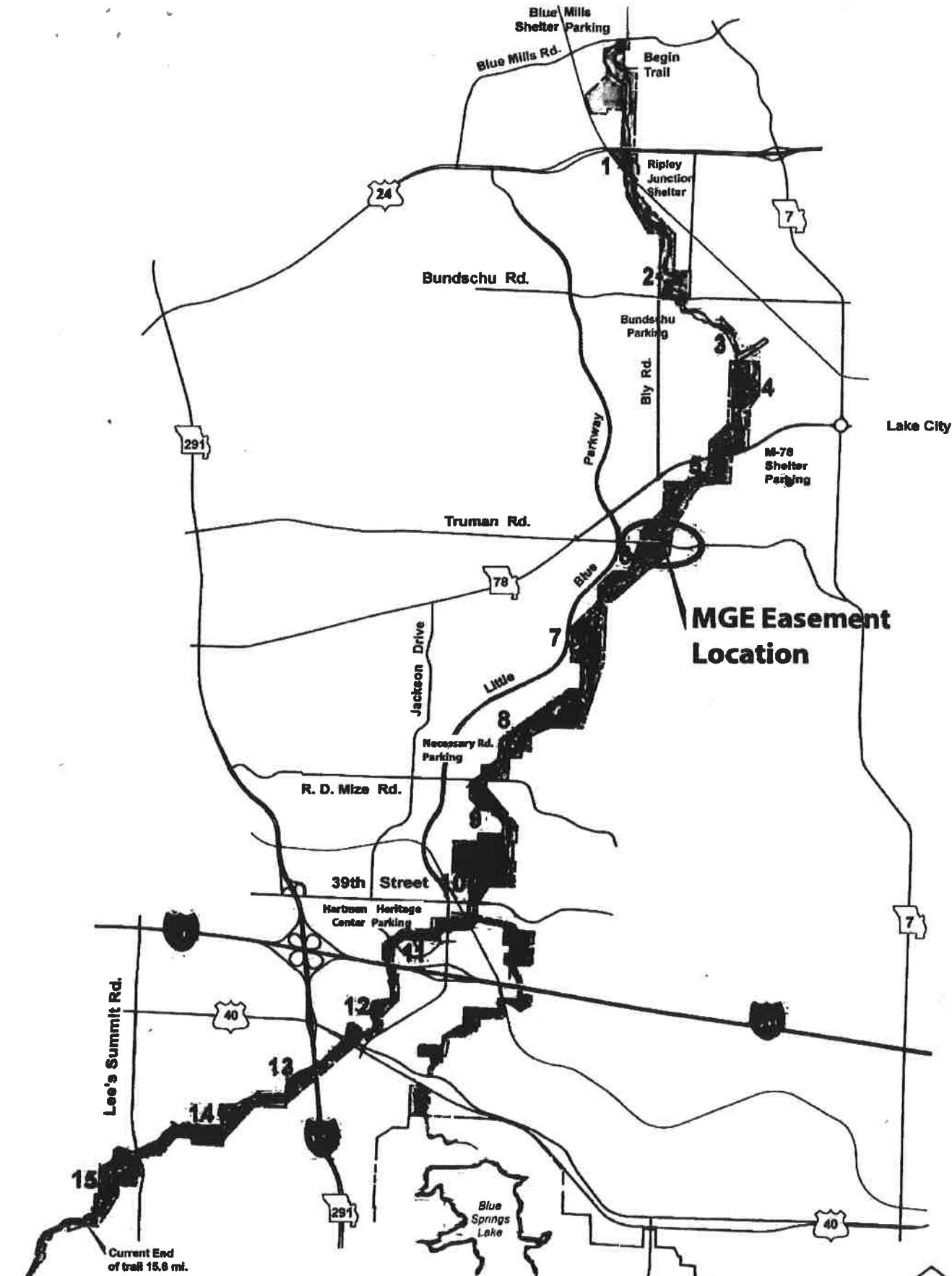
If Discharge volume is over 1,000 gallons - Contact Lab for sample collection.

Note all leaks or failures, including cause, and corrective action taken in comments below.

Crew Foreman: _____ Date: _____
 Inspector: _____ Date: _____
 Supervisor: _____ Date: _____

Comments: _____

Page: _____ Of: _____



LITTLE BLUE TRACE TRAIL

Jackson County Parks + Rec

22807 Woods Chapel Road
Blue Springs, Mo. 64015

(816) 503-4800 www.MakeYourDayHere.com

