

## PERMANENT TRAIL EASEMENT

THIS AGREEMENT, made and entered into this 24<sup>th</sup> day of March, 2022 is by and between Jackson County, Missouri, a County organized and existing under the laws of the State of MISSOURI, hereinafter called GRANTOR, for and in consideration of the sum of One and no/100's Dollars (\$1.00), and other good and valuable considerations, the receipt and sufficiency of which hereby acknowledged, does hereby grant, bargain, sell, convey, and confirm unto itself, Jackson County, Missouri, a County organized and existing under the laws of the State of MISSOURI, hereinafter called GRANTEE, a Permanent Trail Easement for use in the establishment, construction, repair, operation, and protection of trails and other recreational facilities on, over, under, and across the following described land in the County of Jackson, and the State of Missouri, to-wit:

**Permanent Easement Description:**

All that part of an un-platted tract of land, located in part of the Southeast Quarter of Section 22, Township 50 North, Range 31 West, all being in the City of Independence, Jackson County, Missouri, being more particularly described as follows:

**BEGINNING** at the Southeast corner of the Southeast Quarter of said Section 22; thence North 87 degrees 48 minutes 49 seconds West, on the South line of the Southeast Quarter of said Section 22, a distance of 545.00 feet, to a point; thence North 32 degrees 03 minutes 05 seconds West, departing said South line, a distance of 1,850.00 feet, to a point; thence North 09 degrees 36 minutes 38 seconds West, a distance of 675.00 feet, to a point; thence South 79 degrees 41 minutes 52 seconds West, a distance of 935.00 feet, to a point on the Westerly line of Tract 2 of the Plat of Survey by Bartlett & West recorded in Instrument No. 2017E0025346 in Book T-45 at Page 4; thence North 33 degrees 11 minutes 34 seconds West, on said Westerly line, a distance of 185.00 feet, to a point; thence North 02 degrees 45 minutes 10 seconds West, departing said Westerly line, a distance of 621.46 feet, to a point on the center line of Old Lexington Road; thence North 87 degrees 47 minutes 36 seconds East, on said center line, a distance of 220.00 feet, to a point; thence South 42 degrees 42 minutes 58 seconds East, departing said center line, a distance of 376.30 feet, to the Southwest corner of

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**Lot 5, Anthony Addition, a subdivision of land in the City of Independence, Jackson County, Missouri, according to the recorded plat thereof; thence continuing South 42 degrees 42 minutes 58 seconds East, on the Southwesterly line of said Lot 5 and Lot 4 of said Anthony Addition, a distance of 221.12 feet, to a point on the Southerly line of said Lot 4; thence South 80 degrees 42 minutes 58 seconds East, on said South line and the South line of Lots 3, 2 and 1 of said Anthony Addition, a distance of 333.00 feet, to a point on the Southerly line of said Lot 1; thence North 62 degrees 17 minutes 02 seconds East, on said Southerly line, a distance of 122.70 feet, to a point; thence South 74 degrees 42 minutes 58 seconds East, on said Southerly line, a distance of 242.25 feet, to the Southeasterly corner of said Lot 1; thence North 30 degrees 17 minutes 02 seconds East, on the Southeasterly line of said Lot 1, a distance of 65.38 feet, to a point on the Southwesterly right-of-way line of the Union Pacific Railroad Right-of-way, 100.00 feet in width, as now established; thence South 46 degrees 39 minutes 25 seconds East, on said Southwesterly right-of-way line, a distance of 99.98 feet, to a point being on the center line of the Little Blue River; thence South 06 degrees 34 minutes 44 seconds East, departing said Southwesterly right-of-way line and on said center line, a distance of 75.09 feet, to a point; thence South 01 degrees 52 minutes 50 seconds East, on said center line, a distance of 206.60 feet, to a point; thence South 03 degrees 45 minutes 44 seconds East, on said center line, a distance of 292.15 feet, to a point; thence South 23 degrees 24 minutes 42 seconds East, on said center line, a distance of 264.16 feet, to a point; thence South 28 degrees 33 minutes 12 seconds East, on said center line, a distance of 200.76 feet, to a point; thence South 53 degrees 30 minutes 42 seconds East, on said center line, a distance of 53.15 feet, to a point; thence South 24 degrees 04 minutes 44 seconds East, on said center line, a distance of 165.08 feet, to a point; thence South 26 degrees 42 minutes 56 seconds East, on said center line, a distance of 96.42 feet, to a point; thence South 46 degrees 28 minutes 29 seconds East, on said center line, a distance of 152.31 feet, to a point; thence South 33 degrees 40 minutes 38 seconds East, on said center line, a distance of 218.34 feet, to a point; thence South 34 degrees 31 minutes 06 seconds East, on said center line, a distance of 183.36 feet, to a point; thence South 47 degrees 30 minutes 55 seconds East, on said center line, a distance of 108.56 feet, to a point; thence South 59 degrees 08 minutes 46 seconds East, on said center line, a distance of 147.89 feet, to a point; thence South 63 degrees 56 minutes 28 seconds East, on said center line, a distance of 201.04 feet, to a point; thence South 55 degrees 07 minutes 55 seconds East, on said center line, a distance of 124.30 feet, to a point; thence South 44 degrees 02 minutes 45 seconds East, on said center line, a distance of 120.22 feet, to a point on the East line of the Southeast Quarter of said Section 22; thence South 01 degrees 57 minutes 28 seconds West, on said East line, a distance of 267.25 feet, to the POINT OF BEGINNING, containing 1,416,533 square feet or 32.5191 acres, more or less.**

See attached **Exhibit "A"**.

**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 establish, construct, repair, operate, and protect trails and other recreational facilities; alter and change grade and contour of the land; remove or plant trees, shrubbery, ground covers; construct or remove permanent structures, utilities or personal property; and to use land for all reasonable purposes in the sole discretion of the Grantee.

**TRANSFERABILITY, BINDING EFFECT.** The parties to this Easement hereby acknowledge and agree that the Easement rights conferred are intended to, and do, constitute covenants that run

with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors, and assigns. No future party, grantee, heir, successor, or assign, shall have any rights to go upon said land or to modify in any way, including the construction or modification of any portion, natural feature or improvement thereon without the express written consent of Grantee.

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 23 day of March, 2022.

Jackson County, Missouri

By:   
County Executive

Frank White, Jr.  
Printed Name

ATTEST:  
  
Clerk of the County Legislature

Mary Jo Spino  
Printed Name

COUNTY SEAL AFFIXED

Approved as to form:

  
County Counselor

## COUNTY ACKNOWLEDGMENT

STATE OF MISSOURI  
COUNTY OF JACKSON

ON THIS THE 23<sup>rd</sup> day of March, 2022, before me, a Notary Public, personally appeared: Frank White, Jr. and proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as County Executive on behalf of the County therein named, and acknowledged to me that the County executed it.

WITNESS my hand and official seal in the County and State aforesaid, the day and year first above written.

/s/ Christine Howard  
Notary Public Signature

Christine Howard  
Printed or Typed Name

(Seal)



CHRISTINE HOWARD  
My Commission Expires  
February 28, 2024  
Jackson County  
Commission #12308404

My Commission Expires:  
February 28, 2024

**EXHIBIT 'A'**