

GENERAL UTILITY EASEMENT CONVEYANCE

39th Street Bridge Replacement
Federal Project No: BRM – 3379 (430)
Project # 70511103
Parcel No. 3 and 6

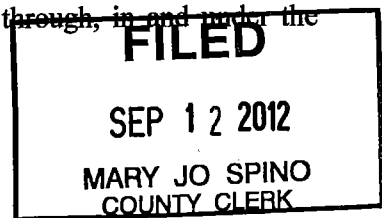
Res. 17968

Date of Document: Sept 12, 20 12

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.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities thereunto belonging or in any wise appertaining, unto the said City of Independence, Missouri, a Municipal Corporation, and unto its successors and assigns forever.

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.

Exhibit "A"

PARCEL 3

GENERAL UTILITY EASEMENT:

Part of the Northeast quarter of Section 21, Township 49, Range 31, in the City of Independence, Jackson County, Missouri, more particularly described as follows:

Commencing at the Southwest corner of said Northeast quarter; thence South 88°03'39" East, along the South line of said Northeast quarter, a distance of 810.18 feet; thence North 01°56'21" East, a distance of 60.00 feet, to a point on the North right-of-way line of 39th Street, as now established, said point also being on the South line of said Jackson County property, said point also being the Point of Beginning; thence North 49°31'21" West, along the North right-of-way line of said 39th Street, and along the South line of said property, a distance of 24.07 feet; thence South 88°03'39" East, departing the North right-of-way line of said 39th Street, and the South line of said property, a distance of 409.79 feet, to a point on the East line of said property, said point also being on the West line of Tract H, SADDLE RIDGE VILLAS P.U.D.-2ND PLAT, a subdivision in said City, County and State; thence South 31°32'13" West, along the East line of said property, and along the West line of said Tract H, a distance of 17.25 feet, to the Southeast corner of said property, said point also being on the North right-of-way line of said 39th Street; thence North 88°03'39" West, along the North right-of-way line of said 39th Street, and along the South line of said property, a distance of 382.44 feet, to the Point of Beginning. Subject to all covenants, easements and restrictions of record. Containing 5,941.0 square feet, more or less.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT:

Part of the Northeast quarter of Section 21, Township 49, Range 31, in the City of Independence, Jackson County, Missouri, more particularly described as follows:

Commencing at the Southwest corner of said Northeast quarter; thence South 88°03'39" East, along the South line of said Northeast quarter, a distance of 810.18 feet; thence North 01°56'21" East, a distance of 60.00 feet, to a point on the North right-of-way line of 39th Street, as now established, said point also being on the South line of said Jackson County property; thence North 49°31'21" West, along the North right-of-way line of said 39th Street, and along the South line of said property, a distance of 24.07 feet, to the Point of Beginning; thence continuing North 49°31'21" West, along the North right-of-way line of said 39th Street, and along the South line of said property, a distance of 2.64 feet, to a point on the East right-of-way line of Selsa Road, as now established, said point also being on the West line of said property; thence North 02°30'31" East, departing the North right-of-way line of said 39th Street, and along the East right-of-way line of said Selsa Road, and along the West line of said property, a distance of 98.36 feet; thence South 88°03'39" East, departing the East right-of-way line of said Selsa Road, and the West line of said property, a distance of 100.48 feet; thence South 01°58'33" West, a distance of 40.00 feet; thence South 43°01'27" East, a distance of 63.60 feet; thence South 88°03'39" East, a distance of 274.00 feet, to

a point on the East line of said property, said point also being on the West line of Tract H, SADDLE RIDGE VILLAS, P.U.D.-2ND PLAT, a subdivision in said City, County and State; thence South 31°32'13" West, along the East line of said property, and along the West line of said Tract H, a distance of 17.25 feet; thence North 88°03'39" West, departing the East line of said property, and the West line of said Tract H, a distance of 409.79 feet, to the Point of Beginning. Subject to all covenants, easements and restrictions of record. Containing 15,825.6 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.

And;

PARCEL 6

TEMPORARY CONSTRUCTION AND GRADING EASEMENT:

Part of the Southeast quarter of Section 21, Township 49, Range 31, in the City of Independence, Jackson County, Missouri, more particularly described as follows:

Commencing at the Northwest corner of said Southeast quarter; thence South 88°03'39" East, along the North line of said Southeast quarter, a distance of 778.74 feet; thence South 01°56'21" West, a distance of 40.00 feet, to a point on the South right-of-way line of 39th Street, said point also being the Northwest corner of said Jackson County property, said point also being the Point of Beginning; thence South 88°03'39" East, along the South right-of-way line of said 39th Street, and along the North line of said property, a distance of 379.03 feet, to the Northeast corner of said property; thence South 02°39'23" West, departing the South right-of-way line of said 39th Street, and the North line of said property, and along the East line of said property, a distance of 45.00 feet; thence North 88°03'39" West, departing the East line of said property, a distance of 219.36 feet; thence South 46°56'22" West, a distance of 56.57 feet; thence South 01°56'22" West, a distance of 40.00 feet; thence North 88°03'39" West, a distance of 25.00 feet; thence South 01°56'22" West, a distance of 100.00 feet; thence North 88°03'39" West, a distance of 96.92 feet, to a point on the West line of said property; thence North 02°39'23" East, along the West line of said property, a distance of 225.02 feet, to the Point of Beginning. Subject to all covenants, easements and restrictions of record. Containing 37,099.8 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.