

P. Oate
12/12/16

PERMANENT STORM DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made and entered into this 12nd day of November, 2016 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 Sharon K. Edwards (20800 E 37th Terrace Ct S. Independence, Missouri, 64057), a Municipal Corporation of the State of Missouri, hereinafter called GRANTEE, a Permanent Easement for use in the establishment, building and repair of storm sewer lines, on, over, under, and across the following described land in the County of Jackson, and the State of Missouri, to-wit:

DESCRIPTION: PERMANENT SANITARY SEWER EASEMENT (PSE)

A strip of land located in the Northeast Quarter of Section 21, Township 49, Range 31, in the City of Independence, Jackson County, Missouri, said strip being 15 feet wide, lying 7.5 feet each side of the following described centerline:

COMMENCING at the Northeast corner of Lot 25, SADDLE RIDGE VILLAS, P.U.D. – 2nd PLAT, a subdivision in said City and State; Thence North 88° 03' 38" West, along the North line of said Lot 25, a distance of 15.00 feet to the Point of Beginning; Thence North 19° 37' 00" East, a distance of 85.00 feet to the Point of Termination of said centerline, containing 1,275 square feet, more or less. See attached "Exhibit A".

For and in consideration of \$0.40 cents per square foot of Permanent Easement to be paid by GRANTEE, see attached Exhibit 'B' for calculations, and the promises hereinafter made by GRANTEE, County hereby permits GRANTEE to use the land described in Exhibit 'A' for the assembling, constructing, erecting, owning, operating, patrolling, inspecting, maintaining, repairing, replacing, removing and reconstructing of the Project and, at or below ground appurtenances thereto;

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NOV 22 2016
MARY JO SPINO
COUNTY CLERK

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 construct, build, repair, survey; operate and store machinery and equipment; establish, alter and change grade and contour of the land; remove trees, brush, shrubbery, bushes, permanent structures and personal property including fences; and to use land for all reasonable purposes during the construction period of the project.

GRANTEE, agrees that it will restore, replace, relocate, and repair all existing permanent improvements located within the easement area, which are damaged or temporarily removed during the course of construction. Such replacements shall include driveways, sidewalks, steps, fences, and utility installations, and **GRANTEE** shall grade, seed or sod, and restore areas damaged by said construction work. Such restoration and replacement shall be at the sole expense of the **GRANTEE**, and shall be of substantially equal value to existing improvements.

GRANTEE, agrees that it will adequately protect the public from all hazards caused by any/all construction activities performed by the **GRANTEE** or contractors hired by the **GRANTEE** for the duration of this agreement. A system of hazard warning signs, barricades, construction fencing, markers and control signs shall be used and maintained by the **GRANTEE** to alert and protect the public from potential dangers.

GRANTOR herewith acknowledges receipt of good and sufficient consideration to compensate for any and all damage suffered or to be suffered or sustained by them as a result of removal of trees, shrubs and other permanent improvements on the easement herein described, other than those to be replaced, if any, as herein provided, together with any and all damages suffered or to be suffered or sustained by **GRANTOR** as a result of the relocation, construction, or maintenance of the facilities to be built by **GRANTEE** and any and all other damage suffered or to be suffered or sustained by **GRANTOR** as a result of the use of this easement by **GRANTEE** or its contractors, employees and agents.

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 22nd day of November, 2016.

JACKSON COUNTY

Frank White Jr.
Frank White Jr., County Executive

ATTEST:

Mary Jo Spino
Mary Jo Spino, County Clerk

APPROVED AS TO FORM:

W. Stephen Nixon
W. Stephen Nixon, County Counselor

COUNTY ACKNOWLEDGMENT

STATE OF MISSOURI)
)
COUNTY OF JACKSON) ss.

On this 22nd day of November, 2016, 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: February 28, 2020

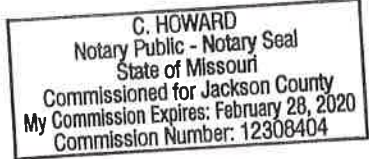


EXHIBIT 'A'

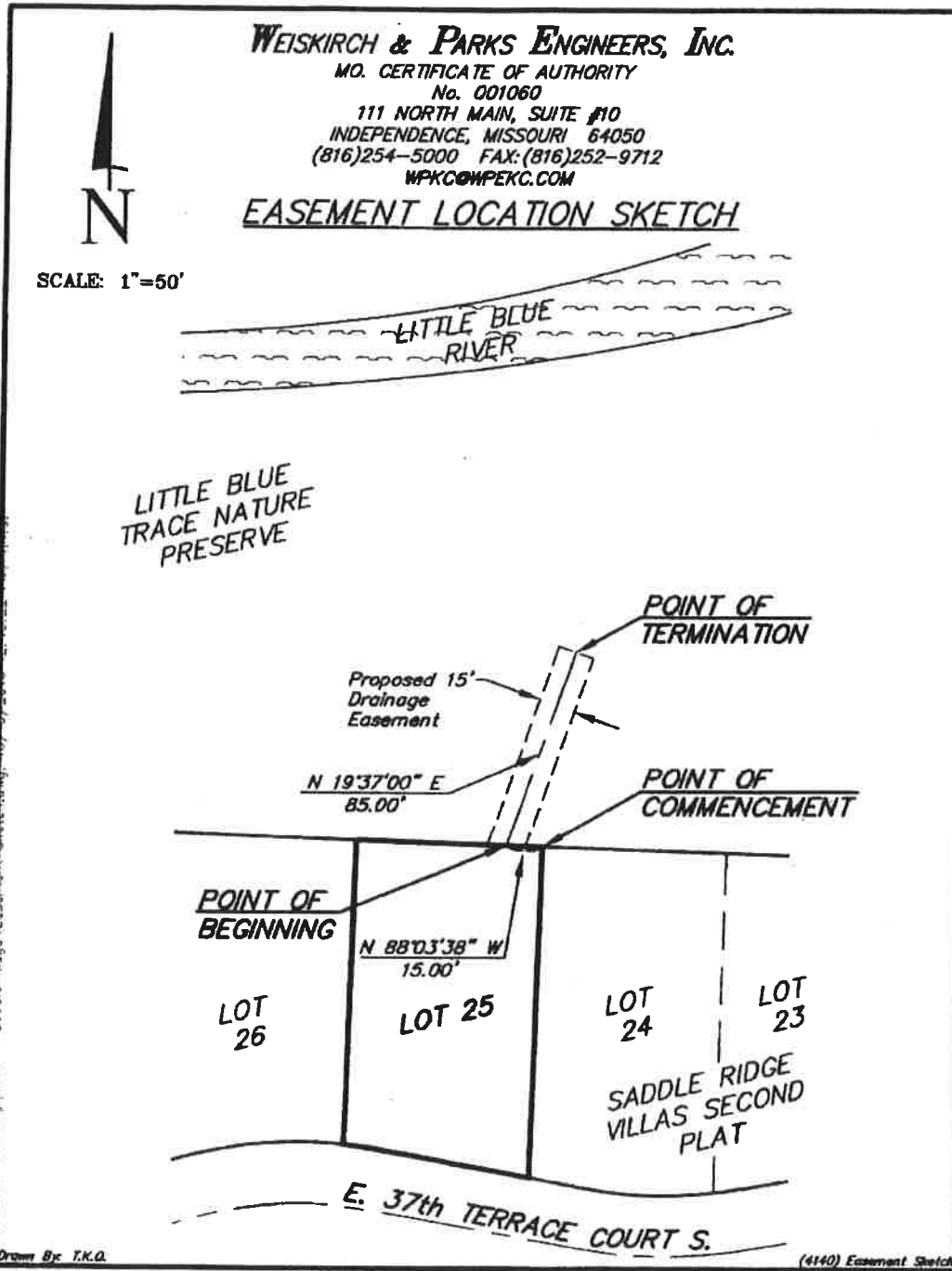


EXHIBIT 'B'

PERMANENT EASEMENT COSTS:

Easement Processing Fee		\$2,000.00
1,275 square feet Times \$0.40 per square foot	=	\$ 510.00
Total	=	\$ 2,510.00