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3/2/16

**WATER LINE EASEMENT**

**Ord. 4823**

This Easement is hereby given this 14 day of March, 2015, by the undersigned, **Jackson County, Missouri**, hereinafter referred to as Grantor(s), to **Tri-County Water Authority**, herein after referred to as Grantee.

Mailing address of said first named Grantee is 28405 East Blue Valley Road, Independence, MO 64058.

Grantor(s), for and in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto the said Grantee, a perpetual easement with the right to survey, construct, operate, maintain, inspect, replace and remove pipelines, and appurtenances thereto, as may be required by the Grantee from time to time, through, over and under a strip of land across the Grantors' land situated in Jackson County, State of Missouri and described as follows:

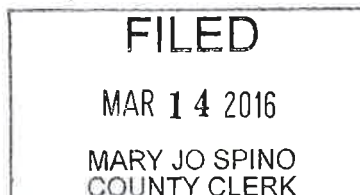
**Permanent Easement**

All that part of the Northwest Quarter of Section 26, Township 48 North, Range 31 West, Jackson County, Missouri, more particularly described as follows:

Commencing at the southwest corner of the Northwest Quarter of said Section 26, thence N02°27'19"E, along the west line thereof, 60.00 feet to the north right of way line of Colbern Road and the Point of Beginning; thence continue N02°27'19"E, along said west line, 465.00 feet; thence departing said west line, S87°32'41"E, 30.00 feet; thence S02°27'19"W, 123.72 feet; thence S87°32'41"E, 25.00 feet; thence S02°27'19"W, 196.05 feet; thence S45°39'55"E, 176.99 feet; thence S88°10'52"E, 1611.66 feet to a point 844.20 feet west of the east line of the Northwest Quarter of said Section 26; thence S02°08'03"W 25.00 feet to the north right of way line of Colbern Road; thence N88°10'52"W, 1798.59 feet to the Point of Beginning.

**Temporary Easement**

All that part of the Northwest Quarter of Section 26, Township 48 North, Range 31 West, Jackson County, Missouri, more particularly described as follows:



Parcel 128

Commencing at the southwest corner of the Northwest Quarter of said Section 26, thence N02°27'19"E, along the west line thereof, 525.00 feet; thence departing said west line, S87°32'41"E, 30.00 feet; thence S02°27'19"W, 123.72 feet; thence S87°32'41"E, 25.00 feet; thence S02°27'19"W, 196.05 feet; thence S45°39'55"E, 162.19 feet to the Point of Beginning; thence S88°10'52"E, 1622.62 feet to a point 844.20 feet west of the east line of the Northwest Quarter of said Section 26; thence S02°08'03"W 10.00 feet; thence N88°10'52"W, 1611.66 feet; thence N45°39'55"W, 14.80 feet to the Point of Beginning.

The temporary easement expires one year after completion of construction of the initial water line.

Grantee shall have the right to use and maintain said pipeline(s) and appurtenances and of affording its officers, agents, employees and persons under contract with it, the right to enter upon said premises and strip of land for the purposes of surveying, excavating for, laying one or more pipes and appurtenances of appropriate size, constructing, operating, repairing, relaying one or more pipes and appurtenances of appropriate size, constructing, operating, repairing, relaying one or more pipes and appurtenances of appropriate size and maintaining said pipeline(s) and appurtenances, and for the further purpose of enabling the said Grantee to do any and all convenient things incident to such construction, operation, repairing and maintaining of said pipeline(s) and appurtenances.

This easement granted to Grantee shall be for the sole purpose of water transmission main and no other purpose.

Grantee shall have and hold same with all rights and appurtenances belonging unto it, until the use of the perpetual easement is relinquished or abandoned, including, the right of ingress and egress to and from the perpetual easement from the adjacent roadway, the right to clear and trim trees, overhanging branches, roots, brush and other obstructions in the perpetual easement; the right to place within the perpetual easement, pipeline(s) and appurtenances thereto; and the right to install route markers, temporary or permanent gates in fences crossing the perpetual easement. On completion of construction and/or maintenance, all fences, gates, sod and other surface areas affected by operations will be restored to their original or better condition. All damages to crops caused by the construction and maintenance of such pipeline shall be compensated to Grantors, or their heirs and assigns.

The Grantee covenant to maintain the pipeline(s) and appurtenances in good repair so that no unreasonable damage will result from its use to the land of the Grantor. Further, Grantors reserve the right to use and enjoy their interests in the perpetual easement area insofar as the exercise thereof does not endanger or interfere with the construction, operation and maintenance of said pipeline(s) and appurtenances; and included in this reservation is the right of ordinary cultivation of crops.

The line shall be buried to a depth of at least forty-two inches (42").

Grantor(s) warrant that they are the owners of the land herein conveyed and have the right to make this conveyance and receive the payment therefor, and Grantor(s) covenant that Grantee may quietly enjoy the premises for the uses herein stated.

The terms, conditions and provisions of this Easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

Signed and executed this 14<sup>th</sup> day of March, 2016.

  
\_\_\_\_\_  
Frank White, Jr., County Executive

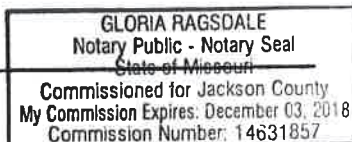
STATE OF MISSOURI     )  
                                      ) ss.  
COUNTY OF JACKSON    )

On this 14<sup>th</sup> day of March, 2016, before me, a notary public, personally appeared Frank White Jr. of Jackson County, Missouri, to be known as the person(s) in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.


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

  
\_\_\_\_\_  
Notary Public

My term expires: \_\_\_\_\_

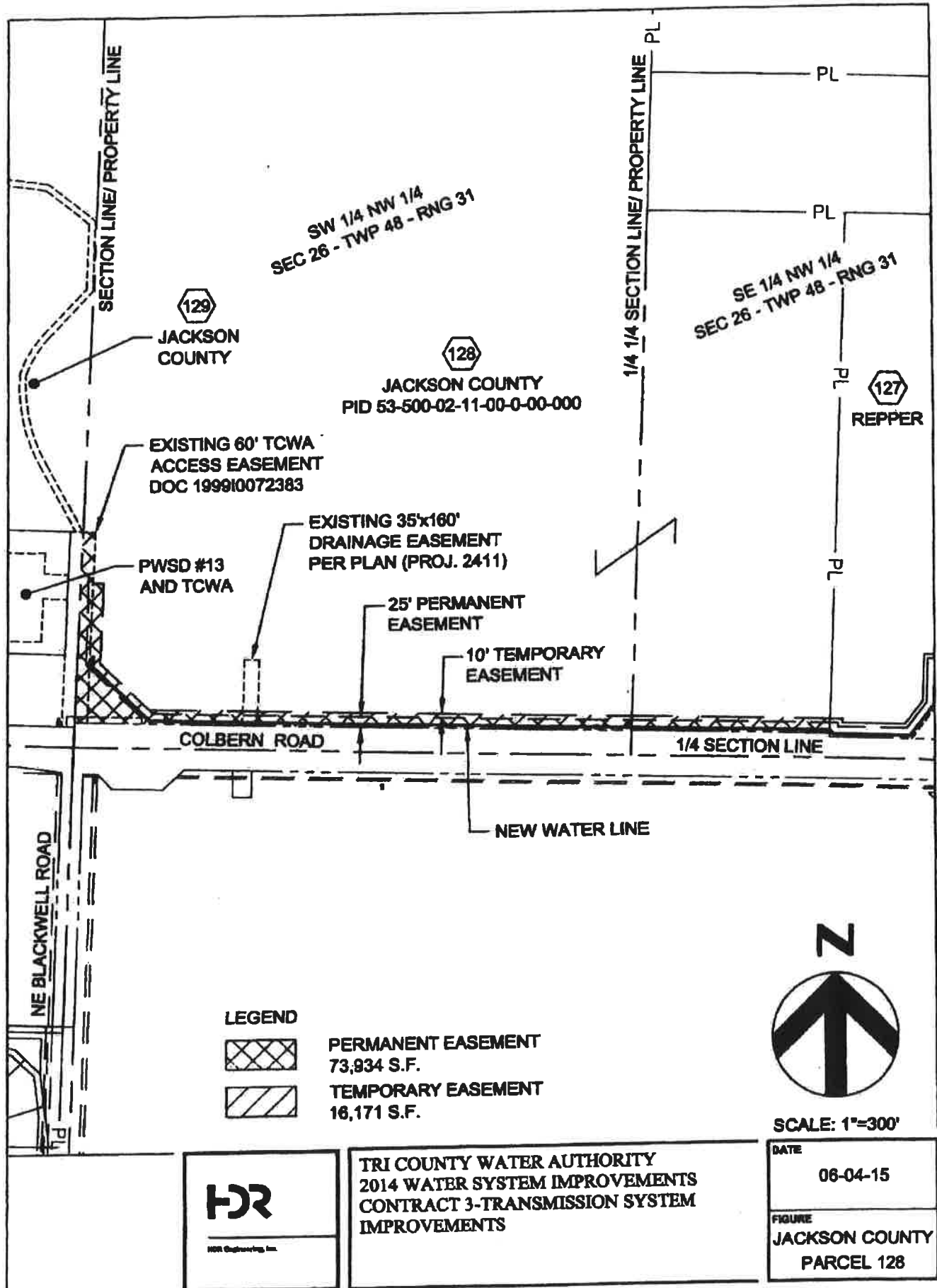


APPROVED AS TO FORM

  
\_\_\_\_\_  
County Counselor

ATTEST:

  
\_\_\_\_\_  
Clerk of the County Legislature



**WATER LINE EASEMENT**

**Ord. 4823**

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Mailing address of said first named Grantee is 28405 East Blue Valley Road, Independence, MO 64058.

Grantor(s), for and in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto the said Grantee, a perpetual easement with the right to survey, construct, operate, maintain, inspect, replace and remove pipelines, and appurtenances thereto, as may be required by the Grantee from time to time, through, over and under a strip of land across the Grantors' land situated in Jackson County, State of Missouri and described as follows:

**Permanent Easement**

All that part of the Northeast Quarter of Section 27, Township 48 North, Range 31 West, Jackson County, Missouri, more particularly described as follows:

Commencing at the southeast corner of the Northeast Quarter of said Section 27, thence N02°27'19"E, along the east line thereof, 50.00 feet to the north right of way line of Colbern Road and the Point of Beginning; thence continue N02°27'19"E, along said east line, 475.00 feet; thence departing said east line, N87°32'41"W, 30.00 feet; thence S02°27'19"W, 475.00 feet to the north right of way line of Colbern Road; thence S87°32'41"E, 30.00 feet to the Point of Beginning.

**Temporary Easement**

None.

Grantee shall have the right to use and maintain said pipeline(s) and appurtenances and of affording its officers, agents, employees and persons under contract with it, the right to enter



upon said premises and strip of land for the purposes of surveying, excavating for, laying one or more pipes and appurtenances of appropriate size, constructing, operating, repairing, relaying one or more pipes and appurtenances of appropriate size, constructing, operating, repairing, relaying one or more pipes and appurtenances of appropriate size and maintaining said pipeline(s) and appurtenances, and for the further purpose of enabling the said Grantee to do any and all convenient things incident to such construction, operation, repairing and maintaining of said pipeline(s) and appurtenances.

This easement granted to Grantee shall be for the sole purpose of water transmission main and no other purpose.

Grantee shall have and hold same with all rights and appurtenances belonging unto it, until the use of the perpetual easement is relinquished or abandoned, including, the right of ingress and egress to and from the perpetual easement from the adjacent roadway, the right to clear and trim trees, overhanging branches, roots, brush and other obstructions in the perpetual easement; the right to place within the perpetual easement, pipeline(s) and appurtenances thereto; and the right to install route markers, temporary or permanent gates in fences crossing the perpetual easement. On completion of construction and/or maintenance, all fences, gates, sod and other surface areas affected by operations will be restored to their original or better condition. All damages to crops caused by the construction and maintenance of such pipeline shall be compensated to Grantors, or their heirs and assigns.

The Grantee covenant to maintain the pipeline(s) and appurtenances in good repair so that no unreasonable damage will result from its use to the land of the Grantor. Further, Grantors reserve the right to use and enjoy their interests in the perpetual easement area insofar as the exercise thereof does not endanger or interfere with the construction, operation and maintenance of said pipeline(s) and appurtenances; and included in this reservation is the right of ordinary cultivation of crops.

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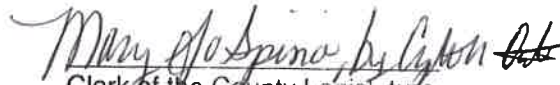
Signed and executed this 14<sup>th</sup> day of March, 2016.

  
\_\_\_\_\_  
Frank White, Jr., County Executive

APPROVED AS TO FORM

  
\_\_\_\_\_  
County Counselor

ATTEST:

  
\_\_\_\_\_  
Clerk of the County Legislature

