

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute temporary construction easements and sanitary sewer easements in favor of the City of Lee's Summit, in connection with the proposed St. Michael the Archangel High School construction project.

RESOLUTION NO. 18981, November 2, 2015

INTRODUCED BY Greg Grounds, County Legislator

WHEREAS, the Diocese of Kansas City – St. Joseph has construction plans underway for its new St. Michael the Archangel High School to be located near the intersection of Strother Road and Lee's Summit Road; and,

WHEREAS, a new sewer main will be located on a certain section of County property and the City of Lee's Summit will operate and own the proposed sewer main; and,

WHEREAS, in exchange for the donation of the necessary easements, the County has requested a stubbed out connection for future use; and,

WHEREAS, the execution of the attached easements are in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Temporary Construction Easements and Sanitary Sewer Easement Conveyance, and any other related documents

necessary to convey the specified property to the City of Lee's Summit, MO, in a form to be approved by the County Counselor.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18981 of November 2, 2015 was duly passed on November 9, 2015 by the Jackson County Legislature. The votes thereon were as follows:

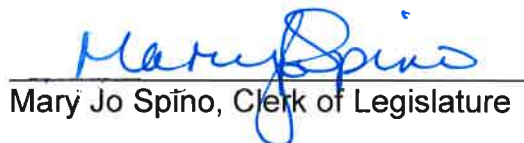
Yeas 9

Nays 0

Abstaining 0

Absent 0

11.9.15
Date


Mary Jo Spino, Clerk of Legislature

S 18 _____ | _____ /SW QQ/Q
T 48 _____ | Jackson _____ County
R 31 _____ | Missouri _____ State
Res. 18981

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, by and between Jackson County, Missouri, "GRANTOR" and the City of Lee's Summit, Missouri, a Municipal Corporation of Jackson County, Missouri, with a mailing address of 220 S.E. Green Street, Lee's Summit, Missouri 64063, and their affiliates, lessees, licensees, designees, successors and assigns, of Jackson County, Missouri "GRANTEE".

After recording mail to: City of Lee's Summit
 Development Center
 220 S.E. Green Street
 Lee's Summit, Missouri 64063

WITNESSETH, that the undersigned, Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby GRANTS, BARGAINS, SELLS AND CONVEYS to Grantee, its lessees, successors and assigns, a Temporary Construction Easement for use in the establishment, building and construction of public streets, alleys, roadways and thoroughfares (together with all necessary appurtenances thereto) and widening, re-establishment, reconstruction, and repair of existing streets, alleys, thoroughfares, and roadways; the construction, reconstruction and repair of sanitary sewer lines, water lines, storm sewers, drainage ditches, waterways, and other municipal projects; on, over, under, and across the following described land in the County of Jackson, and the State of Missouri, to-wit:

A tract of land in the Southeast Quarter of Section 18, Township 48 North, Range 31 West of the 5th Principal Meridian in Lee's Summit, Jackson County, Missouri, being bounded and described as follows: Commencing at the Southwest corner of said Southeast Quarter; thence South 87°20'26" East, along the South line of said Southeast Quarter, 561.65 feet; thence North 02°39'34" East, 508.16 feet to the Point of Beginning of the tract of land to be herein described; thence continuing North 02°39'34" East, 190.10 feet; thence North 02°54'58" West, 118.74 feet to a point on the South Right of Way line of Strother Road,

as now established; thence Easterly, along a curve to the right having an initial tangent bearing of South 87°43'20" East with a radius of 1,450.00 feet, a central angle of 03°22'38" and an arc distance of 85.47 feet; thence South 01°57'30" West, 306.35 feet; thence North 87°20'26" West, 77.65 feet to the Point of Beginning. Containing 23,990 square feet or 0.55 acres, more or less. Depicted in EXHIBIT – TEMPORARY CONSTRUCTION EASEMENT 2 and incorporated herein.

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 said land for all reasonable purposes during the construction period of the project, and for ninety (90) days thereafter, at which time all rights of **GRANTEE** herein conveyed in above described land shall terminate and cease.

GRANTEE, agrees that it will restore, replace, relocate, and repair all existing driveways, sidewalks, steps, fences, and utility installations located within the easement area, which are damaged or temporarily removed during the course of construction. **GRANTEE** shall also grade, seed or sod, and restore yard 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. However, this commitment shall not be construed to require additional compensation for items herein designated for permanent removal.

GRANTOR, to the fullest extent allowed by law, including, without limitation, section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

GRANTOR herewith acknowledges receipt of a 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 their location, 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, **GRANTOR**, a Corporation which has no seal, has caused these presents to be signed by its _____ and attested by its Secretary, this ____ day of _____, 2015.

JACKSON COUNTY, MISSOURI

By: _____

Printed Name: Michael D. Sanders

Title: County Executive

ATTEST:

COUNTY CLERK (Seal)

ACKNOWLEDGMENT

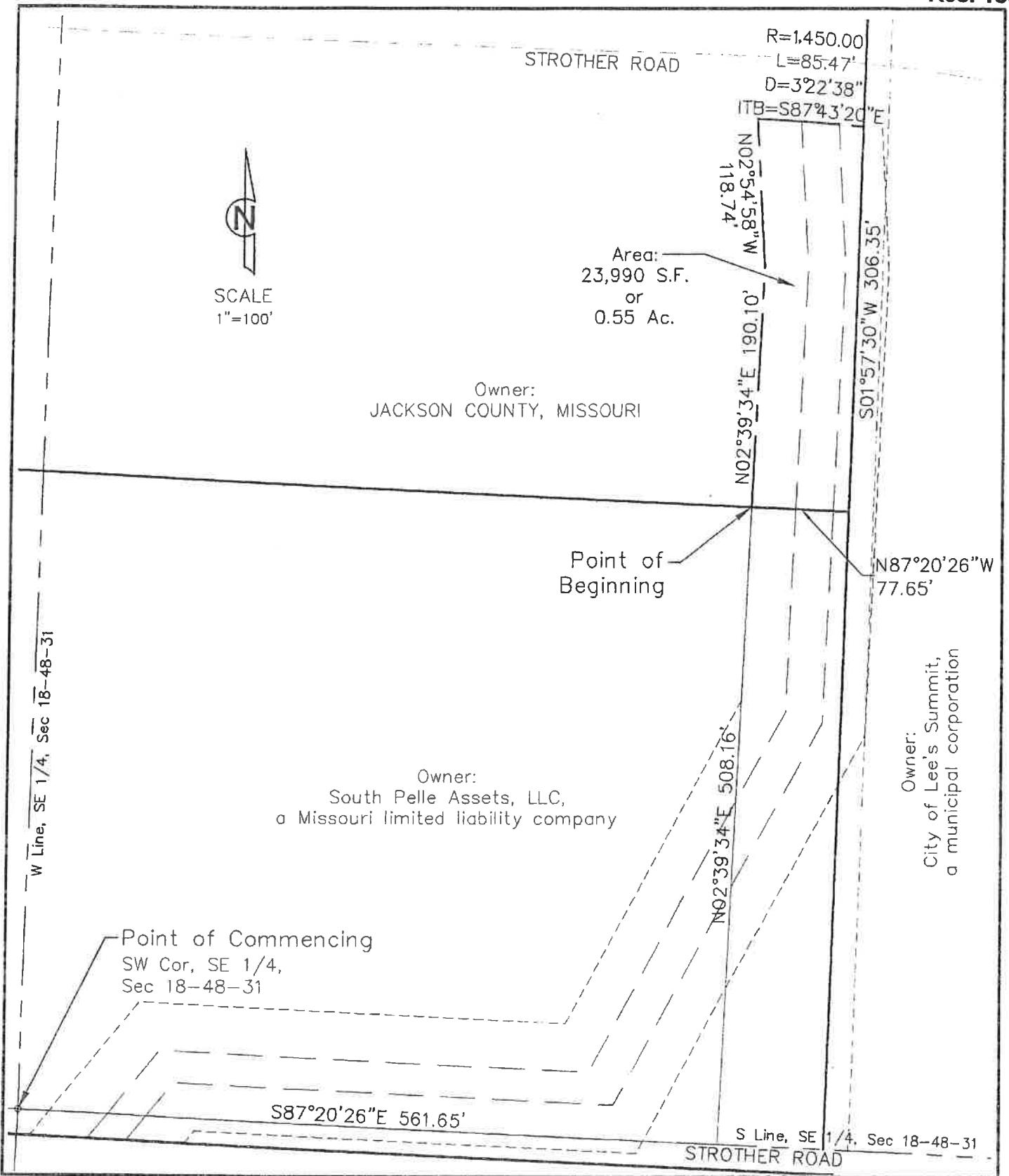
STATE OF MISSOURI)
) Ss.
COUNTY OF JACKSON)

On this ____ day of _____, 2015, before me, the undersigned, a Notary Public within and for the County and State aforesaid, came _____ of Jackson County, Missouri, and _____, County Clerk of said County, who are personally known to me (or proved to me on the basis of satisfactory evidence) as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of same to be the act and deed of said City.

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

My Appointment Expires _____

Notary Public



Location: L:\Projects\11123-02\Plans\Easements\Sewer Easements and Exhibits\TCE - 2.dwg



LUTJEN

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Lutjen Project No. 13024

TEMPORARY CONSTRUCTION EASEMENT 2

**ST. MICHAEL THE ARCHANGEL
HIGH SCHOOL**

**SW 1/4, SECTION 18-T48N-R31W
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI**

S 18 ____ | ____ /SW QQ/Q
T 48 ____ | Jackson County
R 31 ____ | Missouri State
Res. 18981

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After recording mail to: City of Lee's Summit
Development Center
220 S.E. Green Street
Lee's Summit, Missouri 64063

WITNESSETH, that the undersigned, Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby GRANTS, BARGAINS, SELLS AND CONVEYS to Grantee, its lessees, successors and assigns, a Temporary Construction Easement for use in the establishment, building and construction of public streets, alleys, roadways and thoroughfares (together with all necessary appurtenances thereto) and widening, re-establishment, reconstruction, and repair of existing streets, alleys, thoroughfares, and roadways; the construction, reconstruction and repair of sanitary sewer lines, water lines, storm sewers, drainage ditches, waterways, and other municipal projects; on, over, under, and across the following described land in the County of Jackson, and the State of Missouri, to-wit:

A tract of land in the Southeast Quarter of Section 18, Township 48 North, Range 31 West of the 5th Principal Meridian in Lee's Summit, Jackson County, Missouri, being bounded and described as follows: Commencing at the Southwest corner of said Southeast Quarter; thence South 87°20'26" East, along the South line of said Southeast Quarter, 540.36 feet; thence North 02°39'34" East, 916.36 feet to a point on the North Right of Way line of Strother Road, as now established said point also being the Point of Beginning of the tract of land to be herein described; thence North 02°54'58" West, 124.65 feet; thence

North 34°14'48" West, 257.95 feet; thence North 00°36'05" East, 222.62 feet; thence North 41°48'19" East, 328.90 feet; thence North 01°16'49" East, 325.49 feet; thence South 85°48'47" West, 96.49 feet; thence North 04°11'13" West, 70.00 feet; thence North 85°48'47" East, 106.49 feet; thence North 19°02'31" East, 155.99 feet; thence North 01°57'30" East, 231.66 feet; thence North 19°15'59" East, 23.53 feet; thence South 01°57'30" West, 893.82 feet; thence South 41°48'19" West, 251.74 feet; thence South 00°36'05" West, 153.64 feet; thence South 34°14'48" East, 254.61 feet; thence South 02°54'58" East, 85.59 feet; thence South 01°57'30" West, 78.18 feet to a point on said North Right of Way line; thence Westerly, along said North Right of Way line on a curve to the left, having an initial tangent bearing of North 84°35'06" West with a radius of 1,552.17 feet, a central angle of 03°28'11" and an arc distance of 93.99 feet to the Point of Beginning. Containing 124,488 square feet or 2.86 acres, more or less. Depicted in **EXHIBIT – TEMPORARY CONSTRUCTION EASEMENT 3** and incorporated herein.

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 said land for all reasonable purposes during the construction period of the project, and for ninety (90) days thereafter, at which time all rights of **GRANTEE** herein conveyed in above described land shall terminate and cease.

GRANTEE, agrees that it will restore, replace, relocate, and repair all existing driveways, sidewalks, steps, fences, and utility installations located within the easement area, which are damaged or temporarily removed during the course of construction. **GRANTEE** shall also grade, seed or sod, and restore yard 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. However, this commitment shall not be construed to require additional compensation for items herein designated for permanent removal.

GRANTOR, to the fullest extent allowed by law, including, without limitation, section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

GRANTOR herewith acknowledges receipt of a 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 their location, 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, **GRANTOR**, a Corporation which has no seal, has caused these presents to be signed by its _____ and attested by its Secretary, this ____ day of _____, 2015.

JACKSON COUNTY, MISSOURI

By: _____

Printed Name: Michael D. Sanders

Title: County Executive

ATTEST:

COUNTY CLERK (Seal)

ACKNOWLEDGMENT

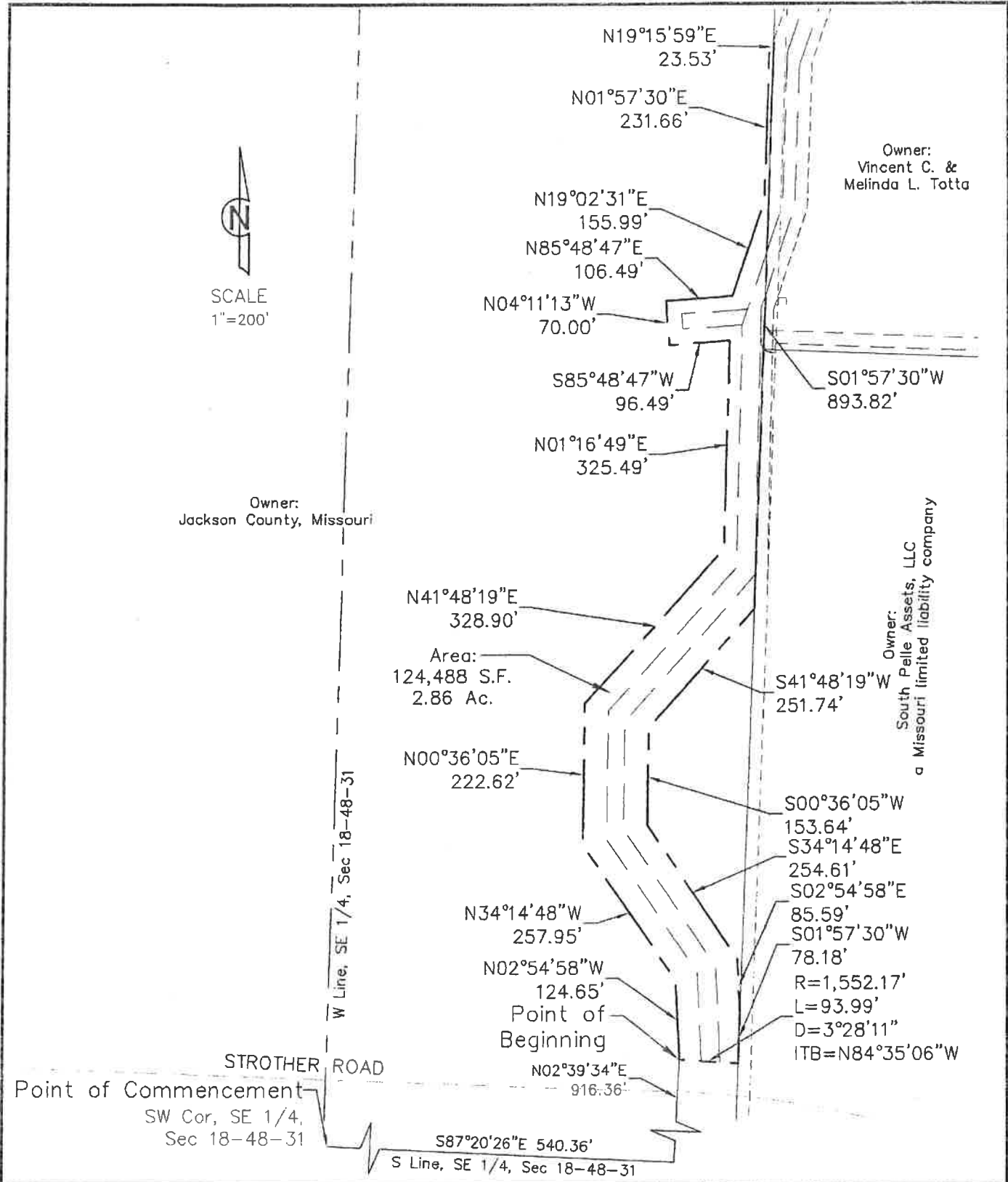
STATE OF MISSOURI)
) Ss.
COUNTY OF JACKSON)

On this ____ day of _____, 2015, before me, the undersigned, a Notary Public within and for the County and State aforesaid, came _____ of Jackson County, Missouri, and _____, County Clerk of said County, who are personally known to me (or proved to me on the basis of satisfactory evidence) as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of same to be the act and deed of said City.

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

My Appointment Expires _____

Notary Public



LUTJEN

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North Kansas City, MO 64116
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Lutjen Project No. 13024

TEMPORARY CONSTRUCTION EASEMENT 3

**ST. MICHAEL THE ARCHANGEL
HIGH SCHOOL**

**SE 1/4, SECTION 18-T48N-R31W
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI**



Legend

- Temporary Construction Easement

Easement Type

- Sanitary Sewer Line
- County Owned Property

S 18 ___ | ___ /SW QQ/Q
T 48 ___ | Jackson ___ County
R 31 ___ | Missouri ___ State
Res. 18981

SANITARY SEWER EASEMENT CONVEYANCE

THIS EASEMENT, made and entered into this ___ day of _____, 2015, by and between Jackson County, Missouri, "GRANTOR" and the City of Lee's Summit, Missouri, a Municipal Corporation of Jackson County, Missouri, with a mailing address of 220 S.E. Green Street, Lee's Summit, Missouri 64063, and their affiliates, lessees, licensees, designees, successors and assigns, of Jackson County, Missouri "GRANTEE".

After recording mail to: City of Lee's Summit
Development Center
220 S.E. Green Street
Lee's Summit, Missouri 64063

WITNESSETH, that the undersigned, Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby GRANTS, BARGAINS, SELLS AND CONVEYS to Grantee, its lessees, successors and assigns, the right, privilege and perpetual easement to enter upon the lands of the Grantor as described below, to for the construction, operation, maintenance, repair, replacement and removal of sewer pipe lines, manholes, and appurtenances thereto, including the right and privilege at any time and from time to time to enter upon said easement, over, under, through, across, in and upon the following described lands in Jackson County, Missouri, to-wit:

A strip of land 30.00 feet in width over part of the Southeast Quarter of Section 18, Township 48 North, Range 31 West of the 5th Principal Meridian in Lee's Summit, Jackson County, Missouri, lying 15.00 feet on each side of the following described centerline: Commencing at the Southwest corner of said Southeast Quarter; thence South 87°20'26" East, along the South line of said Southeast Quarter, 611.65 feet; thence North 02°39'34" East, 508.16 feet to the Point of Beginning of the centerline to be herein described; thence North 02°39'34" East, 192.54 feet; thence North 02°54'58" West, 115.75 feet to a point on the South right-of-way line of Strother Road, as now established said point being the Point of

Termination of said centerline. The outer limits of said strip of land are to be lengthened or shortened as necessary to terminate on the grantors property line. Depicted in EXHIBIT - SANITARY SEWER EASEMENT 2 and incorporated herein.

GRANTOR agrees not to obstruct or interfere with Grantee's use and enjoyment of the easement granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to such pipe lines, manholes, and appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure on said easement.

GRANTOR further states that it is lawfully seized of title to the land through which said easement is granted and that it has good and lawful right to convey said easements to the **Grantee** herein.

GRANTOR, to the fullest extent allowed by law, including, without limitation, section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

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 the successors and assigns of the **Grantor**.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities thereunto belonging or in any way appertaining, unto the City of Lee's Summit, Missouri, a Municipal Corporation, and to its successors and assigns forever.

IN WITNESS WHEREOF, **Grantor**, a Corporation which has no seal, has caused these presents to be signed by its _____ and attested by its Secretary, this ___ day of _____, 2015.

TO HAVE AND TO HOLD said easement and rights aforesaid with all and singular, the rights, privilaeges, appurtenances, and immunities thereto belonging or in any way appertaining unto Grantee its licensee, successors or assigns forever. This easement conveyance shall run with the land and shall be binding upon Grantor and Grantor's heirs, administrators, executors, successors and assigns. Grantor hereby covenants that the Grantor is the owner(s) of the above-described land, subject to existing liens and right-of-way easements of record.

JACKSON COUNTY, MISSOURI

By: _____

Printed Name: Michael D. Sanders

Title: County Executive

ATTEST:

COUNTY CLERK (Seal)

ACKNOWLEDGMENT

STATE OF MISSOURI)
) Ss.
COUNTY OF JACKSON)

On this ____ day of _____, 2015, before me, the undersigned, a Notary Public within and for the County and State aforesaid, came _____ of Jackson County, Missouri, and _____, County Clerk of said County, who are personally known to me (or proved to me on the basis of satisfactory evidence) as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of same to be the act and deed of said City.

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

My Appointment Expires _____

Notary Public

STROTHER ROAD



Point of Termination
N02°54'58"W
115.75'

30.00'

N02°39'34"E
192.54'

Owner:
JACKSON COUNTY, MISSOURI

Proposed Sanitary Sewer Easement

Point of Beginning

W Line, SE 1/4, Sec 18-48-31

Owner:
South Pelle Assets, LLC,
a Missouri limited liability company

Owner:
City of Lee's Summit,
a municipal corporation

Point of Commencing
SW Cor, SE 1/4,
Sec 18-48-31

N02°39'34"E 598.16'

S87°20'26"E 611.65' S Line, SE 1/4, Sec 18-48-31

STROTHER ROAD

Location: L:\Projects\11123-02\Plans\Easements\Sewer Easements and Exhibits\SEWER ESMT - 2.dwg



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SANITARY SEWER EASEMENT 2
ST. MICHAEL THE ARCHANGEL
HIGH SCHOOL
SW 1/4, SECTION 18-T48N-R31W
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

S 18 _____ /SW QQ/Q
T 48 _____ Jackson _____ County
R 31 _____ Missouri _____ State
Res. 18981

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A strip of land varying in width over part of the Southeast Quarter of Section 18, Township 48 North, Range 31 West of the 5th Principal Meridian in Lee's Summit, Jackson County, Missouri, the centerline of which is described as follows: Commencing at the Southwest corner of said Southeast Quarter; thence South 87°20'26" East, along the South line of said Southeast Quarter, 590.62 feet; thence North 02°39'34" East, 916.17 feet to point on the North right-of-way line of Strother Road, as now established said point also being the Point of Beginning of the centerline to be herein described; thence lying 15.00 feet on each side of the following described centerline, North 02°54'58" West, 143.74 feet; thence North 34°14'48" West,

continuing along said centerline, 256.28 feet to a point hereafter known as Point "A"; thence lying 12.50 feet on each side of the following described centerline, North 00°36'05" East, 188.13 feet to a point hereafter known as Point "B"; thence lying 15.00 feet on each side of the following described centerline, North 41°48'19" East, 305.48 feet; thence North 01°16'49" East, along said centerline, 400.00 feet to a point hereafter known as Point "C"; thence lying 10.00 feet on each side of the following described centerline, North 19°02'31" East, 70.58 feet to the Point of Termination of said centerline. Containing 39,282 square feet or 0.90 acres more or less. Beginning at said Point "C" thence lying 12.00 feet on each side of the following described centerline, South 85°48'47" West, 112.00 feet to the Point of Termination of said centerline. Containing 2,453 square feet or 0.01 acres more or less. The outer limits of said strip of land are to be lengthened or shortened as necessary to terminate on the grantors property line. Depicted in EXHIBIT - SANITARY SEWER EASEMENT 3 and incorporated herein.

GRANTOR agrees not to obstruct or interfere with Grantee's use and enjoyment of the easement granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to such pipe lines, manholes, and appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure on said easement.

GRANTOR further states that it is lawfully seized of title to the land through which said easement is granted and that it has good and lawful right to convey said easements to the **Grantee** herein.

GRANTOR, to the fullest extent allowed by law, including, without limitation, section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

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 the successors and assigns of the **Grantor**.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities thereunto belonging or in any way appertaining, unto the City of Lee's Summit, Missouri, a Municipal Corporation, and to its successors and assigns forever.

IN WITNESS WHEREOF, **Grantor**, a Corporation which has no seal, has caused these presents to be signed by its _____ and attested by its Secretary, this ___ day of _____, 2015.

TO HAVE AND TO HOLD said easement and rights aforesaid with all and singular, the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto Grantee its licensee, successors or assigns forever. This easement conveyance shall run with the land and shall be binding upon Grantor and Grantor's heirs, administrators, executors, successors and assigns. Grantor hereby covenants that the Grantor is the owner(s) of the above-described land, subject to existing liens and right-of-way easements of record.

JACKSON COUNTY, MISSOURI

By: _____

Printed Name: Michael D. Sanders

Title: County Executive

ATTEST:

COUNTY CLERK (Seal)

ACKNOWLEDGMENT

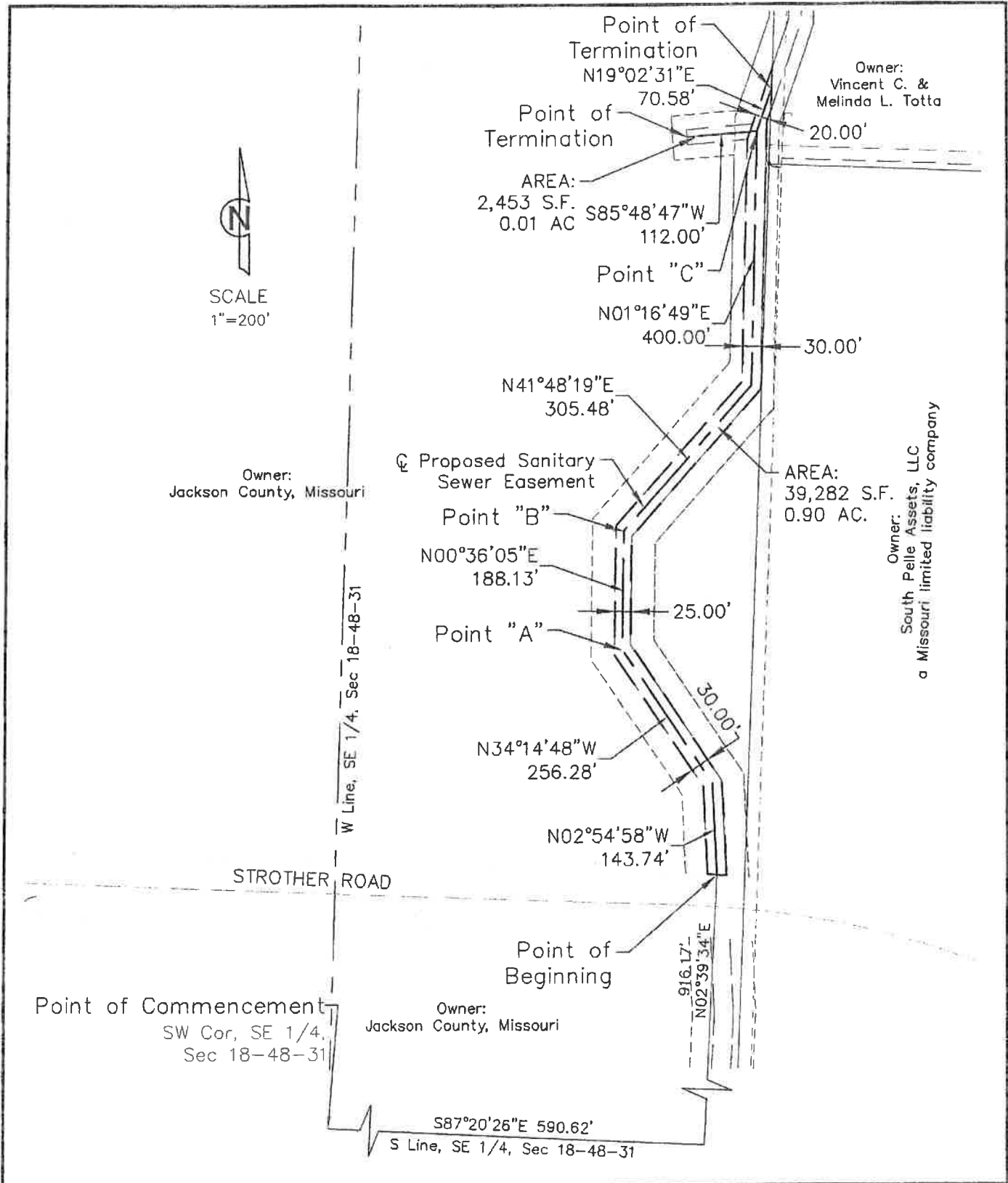
STATE OF MISSOURI)
) Ss.
COUNTY OF JACKSON)

On this ____ day of _____, 2015, before me, the undersigned, a Notary Public within and for the County and State aforesaid, came _____, _____ of Jackson County, Missouri, and _____, County Clerk of said County, who are personally known to me (or proved to me on the basis of satisfactory evidence) as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of same to be the act and deed of said City.


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

My Appointment Expires _____

Notary Public



Location: L:\Projects\11123-02\Plans\Easements\Sewer Easements and Exhibits\SEWER ESMT - 3.dwg



LUTJEN

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SANITARY SEWER EASEMENT 3
ST. MICHAEL THE ARCHANGEL
HIGH SCHOOL
SE 1/4, SECTION 18-T48N-R31W
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI