

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**AN ORDINANCE** appropriating \$7,809.00 from the undesignated fund balance of the 2018 Park Fund in acceptance of easement and processing fees from Spire, Inc., and authorizing the County Executive to execute a Permanent Easement in favor of Spire, Inc.

**ORDINANCE NO. 5081**, March 5, 2018

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, Spire, Inc., has a need to install a new 12-inch natural gas main under Little Blue Trace park property along the north side of Truman Road; and,

WHEREAS, the new gas line through the park will be directionally drilled underground and will result in minimal disturbance to park usage; and,

WHEREAS, the Director of Parks + Rec has recommended that the County grant the attached Permanent Easement in favor of the Spire, Inc., for this project; and,

WHEREAS, Spire, Inc., has agreed to pay the County easement and processing fees required by the County Code, totaling \$7,809.00; and,

WHEREAS, these funds are to be used for park improvements and projects; and,

WHEREAS, an appropriation is needed to place these funds in the appropriate spending account; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2018 Park Fund be and hereby is made:

| <u>DEPARTMENT/DIVISION</u> | <u>CHARACTER/DESCRIPTION</u> | <u>FROM</u> | <u>TO</u> |
|----------------------------|------------------------------|-------------|-----------|
| Park Fund                  |                              |             |           |
| 003-9999                   | 47020 – Sale of Fixed Assets | \$7,809     |           |
| 003-2810                   | Undesignated Fund Balance    |             | \$7,809   |
| 003-2810                   | Undesignated Fund Balance    | \$7,809     |           |
| Construction Services      |                              |             |           |
| 003-1608                   | 58060 – Other Improvements   |             | \$7,809   |

and,

BE IT FURTHER ORDAINED by the County Legislature of Jackson County, Missouri, that the attached Permanent Easement is hereby approved and that the County Executive is hereby authorized to execute on behalf of the County the attached Easement and any other documents necessary to give effect to this Ordinance.

Effective Date: This Ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5081 of March 5, 2018, was duly passed on March 5, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8


Nays 0

Abstaining 0

Absent 1

This Ordinance is hereby transmitted to the County Executive for his signature.

3/5/18  
Date

  
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5081.

3/6/18  
Date

  
Frank White, Jr., County Executive

Funds sufficient for this appropriation are available from the source indicated below.

ACCOUNT NUMBER: 003 2810  
ACCOUNT TITLE: Park Fund  
Undesignated Fund Balance  
NOT TO EXCEED: \$7,809.00

2/28/18  
Date

  
Chief Administrative Officer

**EASEMENT**

Jackson County, Missouri

\_\_\_\_\_, 2018

JACKSON COUNTY, ("**GRANTORS**"), 415 E 12th Street, Kansas City, Missouri 64106, owners of a tract of land described as follows: Part of Fractional Section 35, Township 50 North, Range 31 West, and further described in Book 574, page 1673 as described in Instrument # I203348 of the Jackson County, Missouri Records for and in consideration of the sum of ONE AND NO/100 Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto SPIRE MISSOURI INC., a Missouri corporation, ("**GRANTEE**"), whose address is: 700 Market St., St. Louis, MO 63101, its successors, assigns, lessees and tenants forever, the right and easement to construct, operate and maintain a gas distribution system consisting of mains, piping, valves, service connections, appurtenances and above ground structures along with the right to construct, maintain, alter, inspect, repair, replace, protect, relocate, change the size of, operate and remove a cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, in, under and across the following part of the aforesaid land, namely:

A variable width wide strip of land in the above parcel as shown on Gas Line Easements Exhibit, together with the rights to use additional space adjacent to the above described easement as may be required during construction and the right of ingress to and egress from the above described land and contiguous land owned by **Grantor**. In exercising its rights of access **Grantee** shall whenever practical, use existing roads or lanes.

**Grantee**, its successors and assigns, will have the right to use and control a line or lines of natural gas pipe for the circulation and distribution of natural gas for public or private use through the above described property for all proper purposes connected with the installation, use, maintenance, and replacement of the line(s) of natural gas pipe, and with the attachment thereto of the service lines of its customers. Furthermore, **Grantee**, its successors and assigns, will have the right to use and control a cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein through the above described property for all proper purposes connected with the installation, use, maintenance, and replacement of the cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein. **Grantee** has the right and privilege of removing at any time, any or all the cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances to produce cathodic protection currents therein without surrendering its easement rights stated herein. **Grantee** has the right and privilege of removing at any time, any or all the line of natural gas improvements without surrendering its easement rights stated herein. If the natural gas pipe to which the service line connection(s) of the undersigned is abandoned, the service line (s) and the connection(s) may be relocated to another natural gas pipe as directed by **Grantee**.

**Grantors** shall have the right to use and enjoy the above described lands, except as to the rights herein conveyed. **Grantor** agrees not to obstruct or interfere with the normal use or maintenance of such pipe line or lines and any connections to the same along with cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances to produce cathodic protection currents therein. The undersigned also agrees not to erect or cause to be erected any building or structure on said easement and not place fill in excess of five (5) feet on pipeline(s) or cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, or remove overburden (cover) such that pipeline or cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, does not have at least three (3) feet of remaining cover. **Grantee** shall also have the right to clear and keep clear brush, trees, shrubbery, roots and other obstructions which, in **Grantee's** judgment, may interfere with the safe, proper and expeditious laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of said pipe line(s), lines and facilities, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein or any part thereof, within or upon the above described land.

**Grantor** further reserves the right to make other improvements it desires on, over, in or near the Easement Area and should **Grantor's** improvements plan so require, **Grantee** will remove its gas distribution system components, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, from the referenced Easement Area; provided however, that **Grantor** agrees to provide to **Grantee** written notice no less than 120 days before commencing work in connection with any such improvements. In connection with any such improvement, **Grantor** agrees to provide detailed information regarding such improvements to **Grantee** and to cooperate with **Grantee** to identify an alternate Easement Area owned or controlled by **Grantor** and agreeable to both parties with respect to which **Grantee** would be accorded rights substantially similar to those contemplated herein. In any such instance, the cost of removing and relocating the gas distribution system components, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances to produce cathodic protection currents therein, shall be paid by the **Grantor** if the removal and relocation is made necessary by the actions of **Grantor**.

**Grantor** warrants and will defend the title to said easement during its existence with the **Grantee** for its use and benefit against all parties whatsoever.

**Grantee** accepts this easement with the understanding and on the condition, that whenever it shall make any excavations in the above-described property the **Grantee** will properly backfill all excavations and shall restore the ground as nearly as practicable to its former condition.

IN WITNESS WHEREOF, said Jackson County, Missouri, has caused these presents to be signed  
by its \_\_\_\_\_ (if applicable) the day and year first above written.

**JACKSON COUNTY**

APPROVED AS TO FORM:  
MISSOURI

JACKSON COUNTY,

By: \_\_\_\_\_  
W. Stephen Nixon, County Counselor  
Executive

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

ATTEST:

By: \_\_\_\_\_  
Mary Jo Spino, Clerk of the County Legislature

**COUNTY ACKNOWLEDGMENT**

STATE OF MISSOURI     )  
                                      )  
COUNTY OF JACKSON    )     ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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.

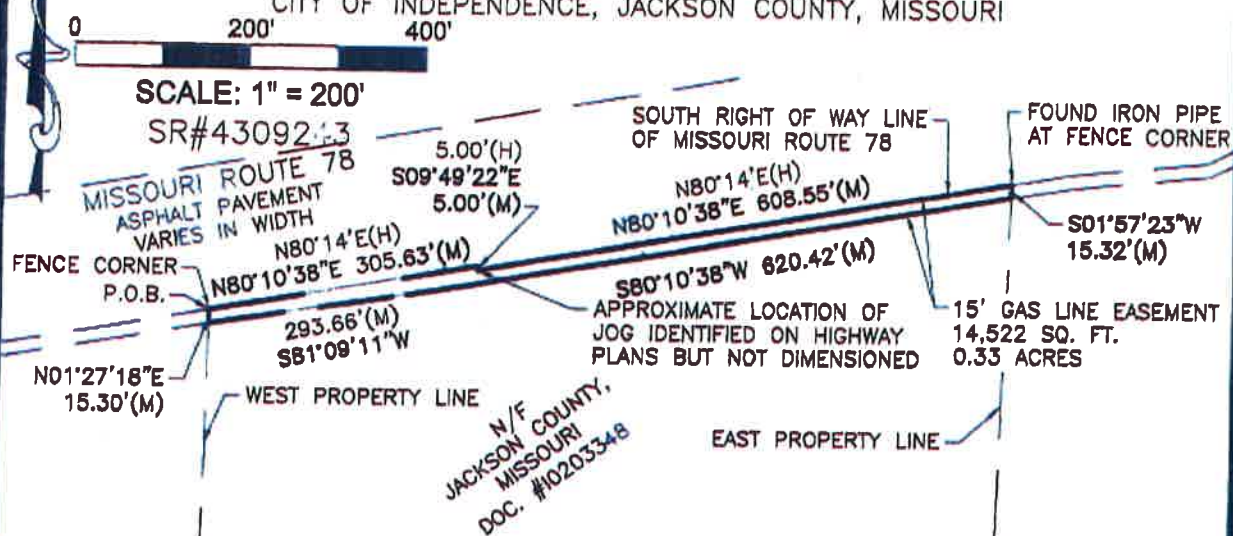
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

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

My Commission Expires: \_\_\_\_\_

# GAS LINE EASEMENT EXHIBIT

PART OF SECTION 35, TOWNSHIP 50 NORTH, RANGE 31 WEST OF THE 5TH P.M.,  
CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI



**DESCRIPTION:** Jackson County, Missouri Document #10203348

A tract of land being part of Section 35, Township 50 North, Range 31 West of the 5<sup>th</sup> P.M., City of Independence, Jackson County, Missouri to wit:

Beginning at the intersection the west line of property described in Document #10203348 and the south right of way line of Missouri Route 78; thence along said south right of way line N80°-10'-38"E 305.63 ft. to a point, thence S09°-49'-22"E 5.00 ft. to a point, thence N80°-10'-38"E 608.55 ft. to the intersection of the east line of said property and the south right of way line; thence leaving said south right of way line along said east property line S01°-57'-23"W 15.32 ft. to a point; thence leaving said property S80°-10'-38"W 620.42 ft. to a point, thence S81°-09'-11"W 293.66 ft. to the said west property line; thence N01°-27'-18"E 15.30 ft. to the point of beginning.

## Notes:

1. Bearing referenced to Grid North of the Missouri Coordinate System 1983, West Zone per GPS observations utilizing the MoDOT VRS RTK Network.
2. M = Measured outboundary information as per field data obtained on January 10, 2018 and GIS information.
3. H = Outboundary information as per Missouri Route 78 highway plans.
4. Outboundary show hereon as per Report of Commissioners recorded on February 4, 1975 as Document No. 10203348 in Book 574, Page 1673 of the Jackson County Recorder of Deeds.
5. Centerline distance = 914.12'



Mark R. Frankenberg, PLS #2365  
State of Missouri  
Registered Land Surveyor for  
Buescher Frankenberg Associates, Inc  
Corporate # 00096

E-Mail: mail@bfaeng.com

PHONE: (636) 239-4751

**BFA**

CONSULTANTS-ENGINEERS-SURVEYORS  
www.bfaeng.com

DRAWN BY DATE Project No.  
C.R.H. 01-15-18 3712

103 ELM STREET

WASHINGTON, MISSOURI 63090



# Route 78 River Crossing Little Blue River Independence, MO

Please Contact Environmental Compliance At the Numbers  
Below. At Least 2 Weeks Before the Crew Mobilizes.

314-575-3861 or 314-575-5077



0 200 400 800 Feet  
1 inch = 200 feet

NOTE: THE WETLAND AREA IDENTIFIED WILL NOT BE DISTURBED.  
PIPE WILL BE BORED 10 FEET BELOW THE WETLAND

Proposed 12" ST IP Main  
Laid in Proposed  
15 ft Easement

78 HWY

8" ST IP Main to  
be Abandoned

78 HWY

Little Blue River

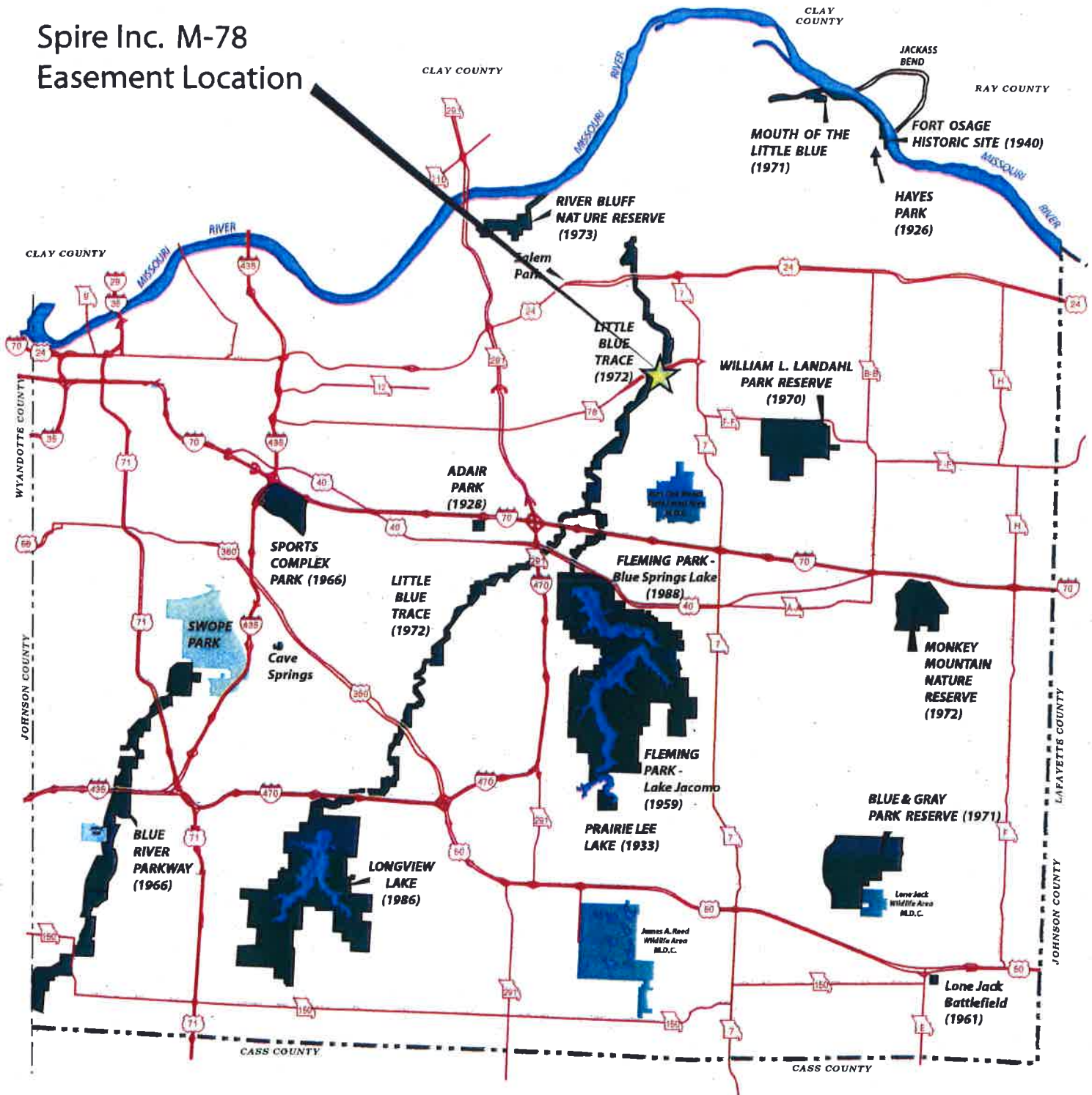


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Maximo WO# 15701563



# Jackson County Park System

# Spire Inc. M-78 Easement Location



## ***Jackson County, Missouri***

## Supplemental Appropriation Request Jackson County, Missouri

Funds sufficient for this appropriation are available from the source indicated below.

Date: February 23, 2018

ORD # 5081

| Department / Division       | Character/Description        | From            | To              |
|-----------------------------|------------------------------|-----------------|-----------------|
| <b>Park Fund - 003</b>      |                              |                 |                 |
| 9999                        | 47020 - Sale of Fixed Assets | \$ 7,809        | \$ -            |
| 2810                        | Undesignated Fund Balance    |                 | 7,809           |
| 2810                        | Undesignated Fund Balance    | 7,809           |                 |
| 1608 - Constrution Services | 58060 - Other Improvements   |                 | 7,809           |
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|                             |                              |                 |                 |
|                             |                              | <u>\$ 7,809</u> | <u>\$ 7,809</u> |


2/23/18  
 County Auditor / Budget Officer



formerly The Laclede Group

Spire Inc.  
7500 E. 35<sup>th</sup> Terrace  
Kansas City, MO 64129

February 16th, 2018

Michelle Newman

Director, Jackson County Parks + Rec

22807 Woods Chapel Road

Blue Springs, Missouri 64015

Ms. Newman,

Spire Missouri, Inc. is currently working on a project to install approximately 158,00 feet of 12" Gas Main. From the intersection of Truman Road and the south side of MO-78 Hwy east to the east side of MO-7 Hwy. In order to complete this project, we are requesting an easement along the south side of MO-78 Hwy on property which is owned by Jackson County, Missouri.

Attached you will find:

- Engineered scaled drawings of proposed overall scope of the project in Plan-view,
- Engineered scaled drawings of requested easement in Profile view.
- Legal descriptions of the proposed easement.
- Permanent Easement documents with County signature format.
- River bore profile.
- W-9

As stated in your easement policy in Ord. 3710, we will compensate you \$7809.00 (14,522 sq. ft. X \$.40 (\$5,809.00) + \$2,000.00 easement fee). This fee will be payable to Jackson County Parks + Recreations.

We look forward to the continuation of our project. If you have any further questions or concerns, please let me know.

Sincerely,

David Brice

Right of Way Agent

Spire Missouri, Inc.