

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

**A RESOLUTION** authorizing the County Executive to execute a License Agreement with the City of Raytown, Missouri, for Rock Island Corridor improvements within the City of Raytown's right-of-way.

**RESOLUTION NO. 19931**, July 30, 2018

**INTRODUCED BY** Dennis Waits, County Legislator

WHEREAS, the Rock Island Rail Corridor Authority is requesting a License Agreement with the City of Raytown, Missouri, for its right-of-way improvements; and,

WHEREAS, these right-of-ways are located at 53<sup>rd</sup> Street, 56<sup>th</sup> Street, the intersection of 59<sup>th</sup> and Raytown Trafficway, Raytown Trafficway from 59<sup>th</sup> Street to approximately 63<sup>rd</sup> Street, the Wooden Bridge crossing, Rock Island Corridor Row, and Woodson Road; and,

WHEREAS, the approval of the attached License Agreement is 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 License Agreement with the City of Raytown, Missouri, and any other documents necessary to give effect to this Resolution.

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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. 19931 of July 30, 2018, was duly passed on August 6, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yea 8

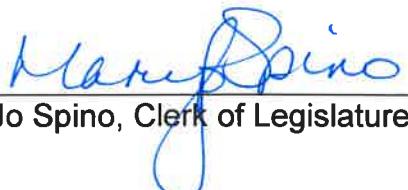
Nay 0

Abstaining 0

Absent 0

Excused 1

8-6-18  
Date

  
Mary Jo Spino, Clerk of Legislature

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Raytown, Missouri (hereinafter called "City"), and Jackson County, Missouri (hereinafter called "Licensee").

### WITNESSETH:

WHEREAS, City owns Right of Way or Real Property, described in paragraph 1 below, and the City desires to license to Licensee and the Licensee desires to license from the City a portion of the Right of Way or Real Property ("Licensed Premises") for the construction and maintenance of the Rock Island Corridor Shared Use Path ("Improvements"); and

WHEREAS, Licensee owns an existing rail corridor right of way (the "Rock Island Corridor Right of Way") intersecting numerous City streets; and

WHEREAS, Licensee is a "common carrier" under 49 U.S.C. 11101 subject to the jurisdiction of the Surface Transportation Board; and

WHEREAS, Licensee plans to expend significant funds to construct a shared use path for transportation, recreation, health, and economic betterment of the City of Raytown;

NOW, THEREFORE, City, in consideration of the obligations hereby assumed by Licensee, hereby licenses and authorizes Licensee, its officers, members, contractors, agents, and guests, to enter and go upon the Licensed Premises, at all times during the continuance of this Agreement, and there to use and enjoy the Licensed Premises for the Improvements, subject to the following:

1. **LICENSED PREMISES AND IMPROVEMENTS FURTHER DESCRIBED.** The Licensed Premises shall include: the intersection of 59<sup>th</sup> Street and Raytown Road, including an existing traffic signal and cameras, proposed crosswalks and ADA ramps, and the proposed shared use path and connections to existing sidewalks; a portion of the Right of Way along Raytown Trafficway from 59<sup>th</sup> Street to approximately 63<sup>rd</sup> Street; the Raytown Road Wooden Bridge as it crosses the Rock Island Corridor Right of Way. City acknowledges that Licensee will also construct at-grade bicycle and pedestrian crossings on Licensee's property at 53<sup>rd</sup> Street, 56<sup>th</sup> Street, and Woodson Road and construct a pedestrian underpass at 63<sup>rd</sup> Street and a pedestrian overpass on an existing rail bridge at 67<sup>th</sup> Street. Licensee may also install advance warning signs on City Right of Way at 53<sup>rd</sup> Street, 56<sup>th</sup> Street, and Woodson Road. Said Improvements on the Licensed Premises may be viewed in greater detail in "Exhibit A".

2. **USE OF LICENSED PREMISES.** Licensee, its officers, members, contractors, agents and guests shall have the right to use the Licensed Premises solely for the construction and maintenance of the Improvements. The Improvements on the Licensed Premises shall comply with all ordinances of the City and are subject to approval of the City.

3. **RESTRICTION ON MODIFICATIONS AND IMPROVEMENTS.** Except as specifically allowed by paragraph 2, Licensee, its officers, members, contractors, agents, and guests are prohibited from making any addition, modification or improvement to any part of the Licensed Premises, and are prohibited from placing, affixing or constructing any structure, utility, signage or markings on the Licensed Premises.

4. MAINTENANCE. Licensee agrees to maintain, at its sole cost, the Improvements to the Licensed Premises, at all times during the continuation of this Agreement, except that the City shall continue to own and maintain, at its sole cost, (1) the traffic signal at 59<sup>th</sup> Street and Raytown Trafficway, (2) the northwestern and southwestern ADA ramps at 59<sup>th</sup> Street and Raytown Trafficway, and (3) the Raytown Road Wooden Bridge. The City may as a part of its typical pavement maintenance program also maintain or re-apply pavement markings within the Licensed Premises.

5. RESTRICTION AS TO WASTE. Licensee shall not, except so far as may be reasonably necessary for the maintenance of the Improvements on the Licensed Premises and the Licensed Premises as aforesaid, commit or permit any waste thereon, and in particular Licensee shall not without the permission in writing of City cut down or destroy or injure any bushes or trees. Licensee shall be liable for any damage done to the Licensed Premises, except as is permitted by this Agreement, by any persons entering upon the Licensed Premises on behalf of Licensee pursuant to the terms of this Agreement.

6. REVOCATION. Notwithstanding any provision of this Agreement to the contrary, City may terminate this Agreement and revoke the license hereby granted as to all or any part of the Licensed Premises at any time upon sixty (60) days advance notice in writing, provided, however, no advance notice is required if Licensee shall break any of the conditions or obligations herein contained. Licensee may terminate this Agreement at any time upon sixty (60) days advance notice in writing. No such termination by Licensee shall negate any rights or obligations of the parties accrued through the date of such termination. In the event of the termination of this Agreement, the Licensee shall remove, at its sole expense, the Improvements from the Licensed Premises.

#### 7. CONSTRUCTION OF AGREEMENT.

A. SIMPLE LICENSE. The license created by this Agreement shall be construed as a simple license (sometimes referred to as a "bare," "mere" or "naked" license) revocable at the will of the City, subject only to any advance written notice of revocation required by paragraph 6.

B. HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

C. NON-WAIVER. No waiver of any condition or covenant contained in this Agreement or any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

D. JOINTLY DRAFTED. This Agreement shall be deemed to have been jointly drafted by the parties and shall not be construed more strongly against any party hereto.

E. APPLICABLE LAW. This instrument shall be construed in accordance with the laws of the State of Missouri.

8. UNASSIGNABLE. The license created by this Agreement is solely for Licensee, its officers, members, servants, agents and guests and no others. Neither the license nor this

Agreement, in whole or part, is assignable, except that at the request of Licensee, the City will consider assigning this Agreement to a homes association.

9. NOTICE. Whenever any notice is required by this Agreement to be made, given or transmitted to the City, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, addressed to:

City Administrator  
City of Raytown  
10000 E. 59<sup>th</sup> Street  
Raytown, MO 64133

and notices to Licensee shall be addressed to:

County Counselor  
Office of the County Counselor  
Jackson County Courthouse  
415 E. 12<sup>th</sup> Street, Suite 200  
Kansas City, MO 64106

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, the item shall be considered received the third day after the date of mailing.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties hereunder and all other representations of statements heretofore made, verbal or written, are merged herein and this Agreement may be amended only in writing, and executed by duly authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above mentioned at Raytown, Missouri.

**CITY OF RAYTOWN, MISSOURI**

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Mayor Mike McDonough

ATTEST:

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City Clerk Teresa Henry

APPROVED AS TO FORM:

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**JACKSON COUNTY, MISSOURI**

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County Executive Frank White, Jr.

ATTEST:

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Mary Jo Spino, Clerk of the Legislature

APPROVED AS TO FORM:

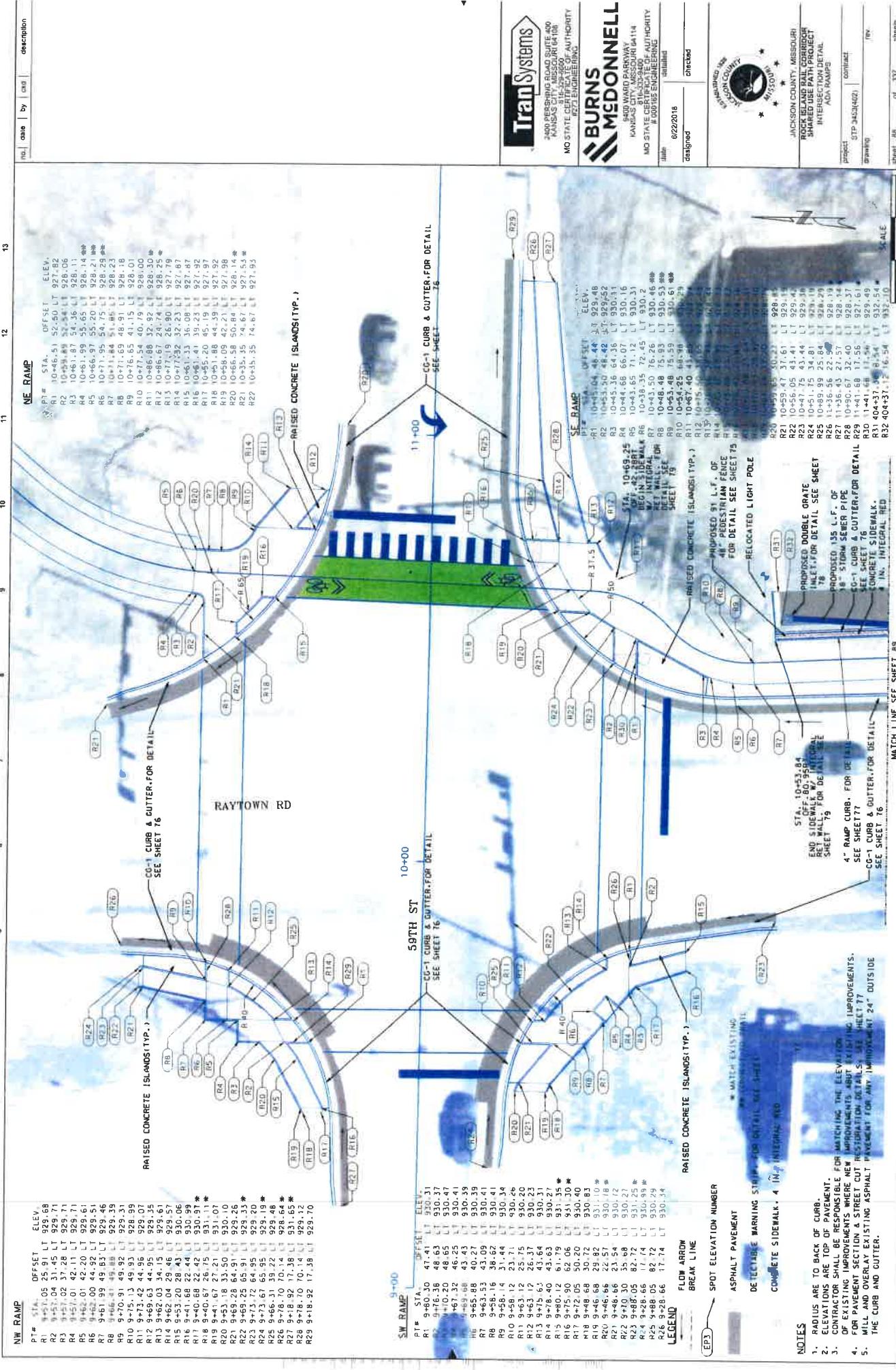
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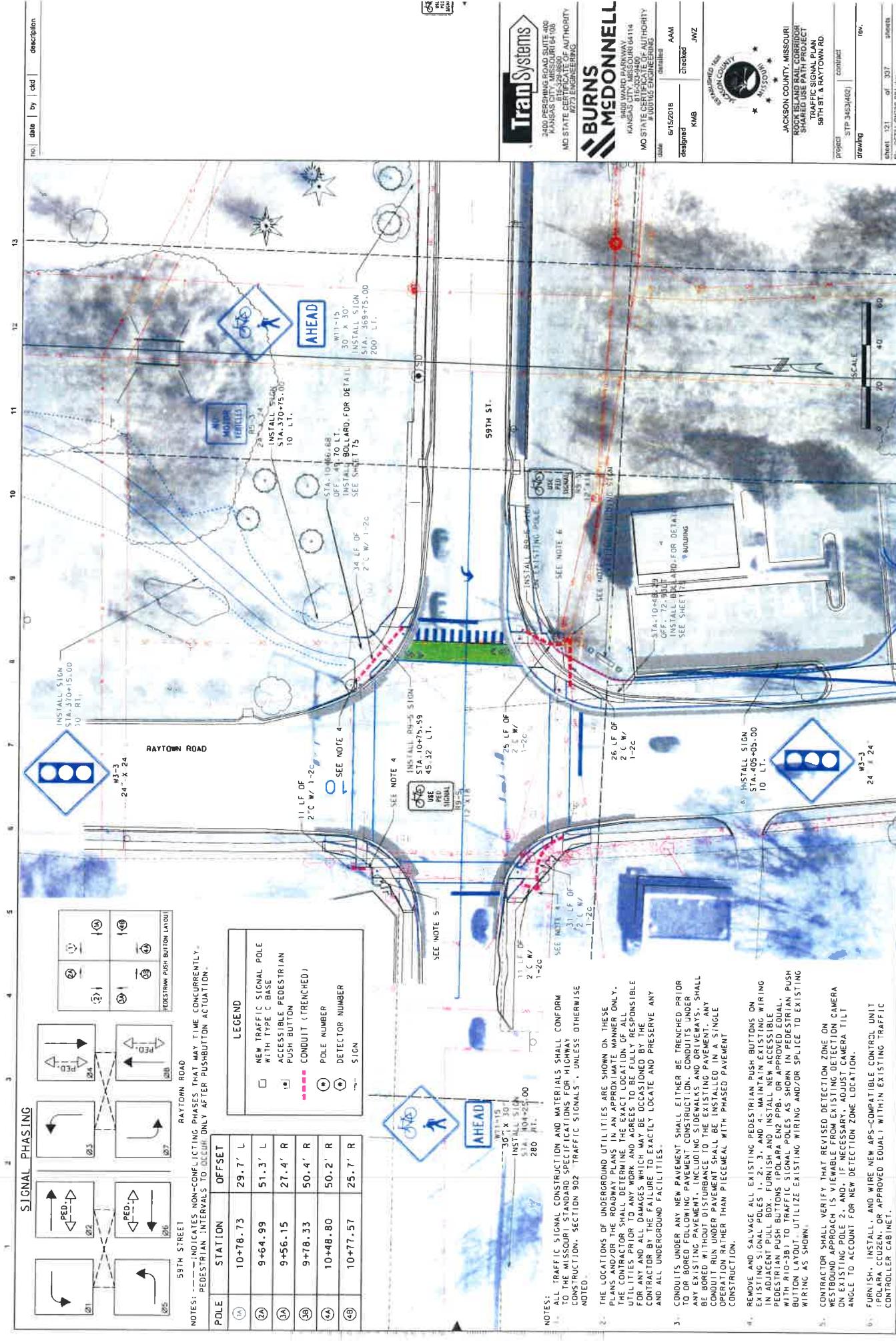
County Counselor

# Exhibit A: 59th Street and Raytown Road Crosswalks and ADA Improvements

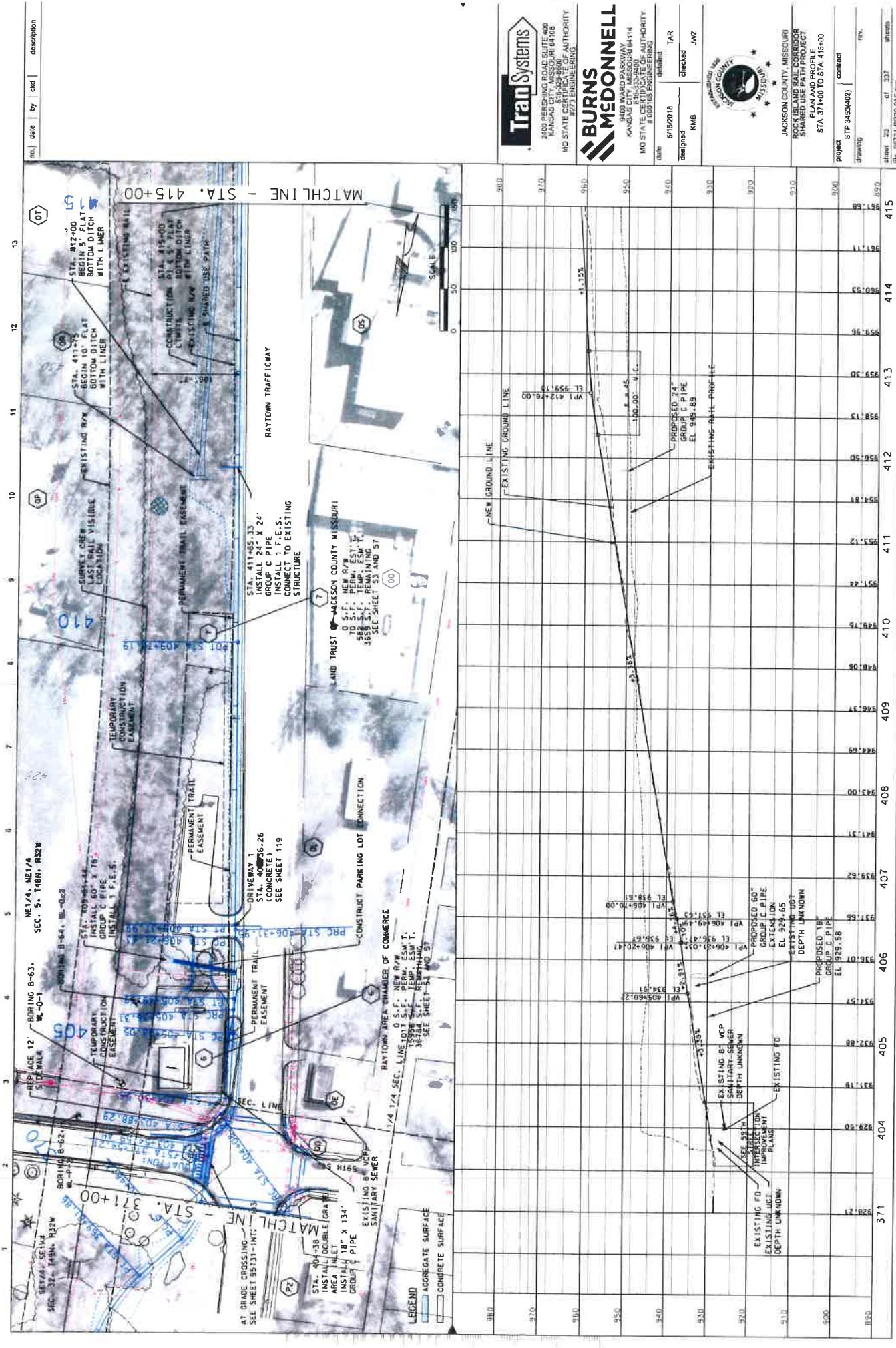
R. 19931



# Exhibit A: 59th Street and Raytown Road Traffic Signal Improvements

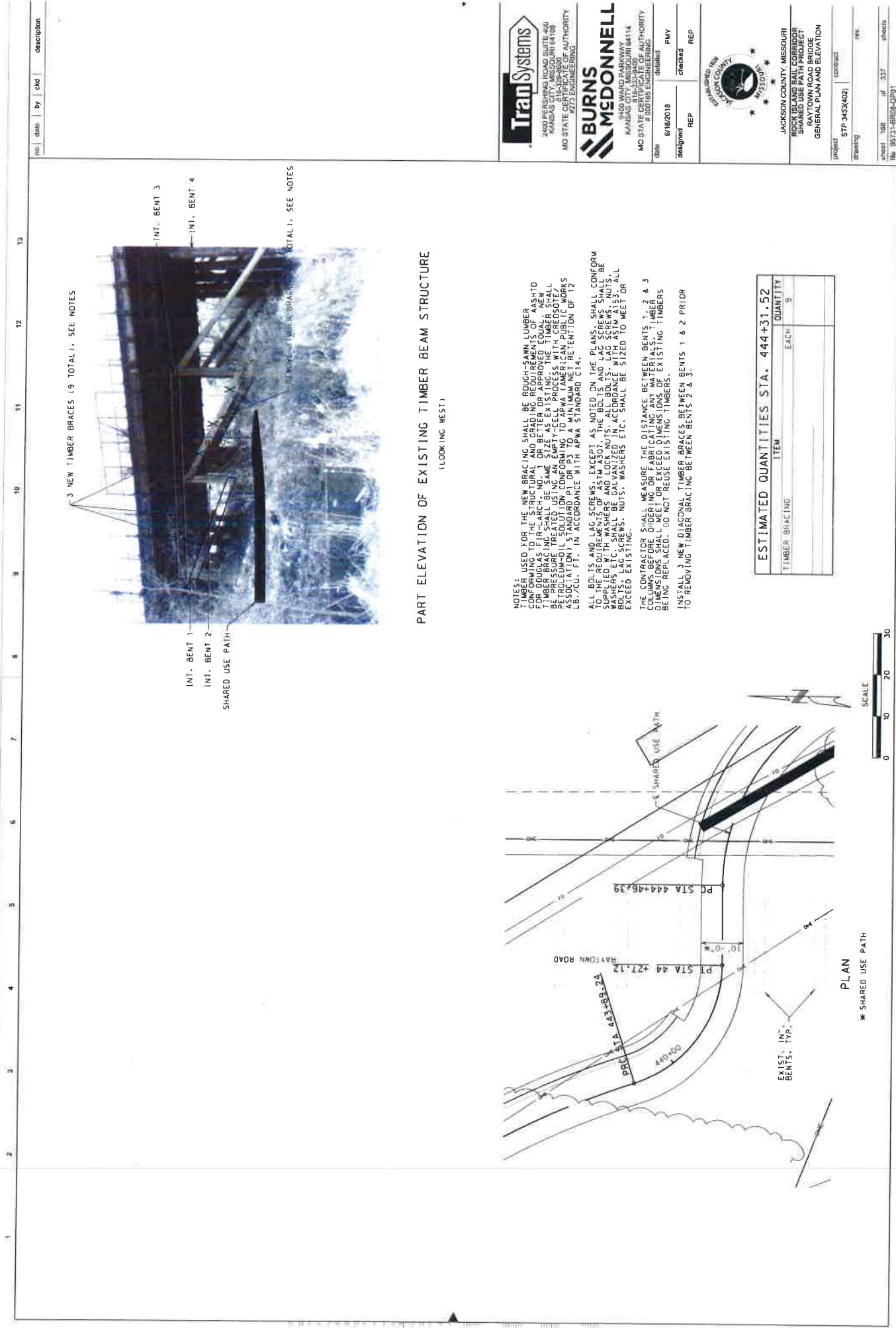


## Exhibit A: Shared Use Path Improvements along Raytown Trafficway ROW

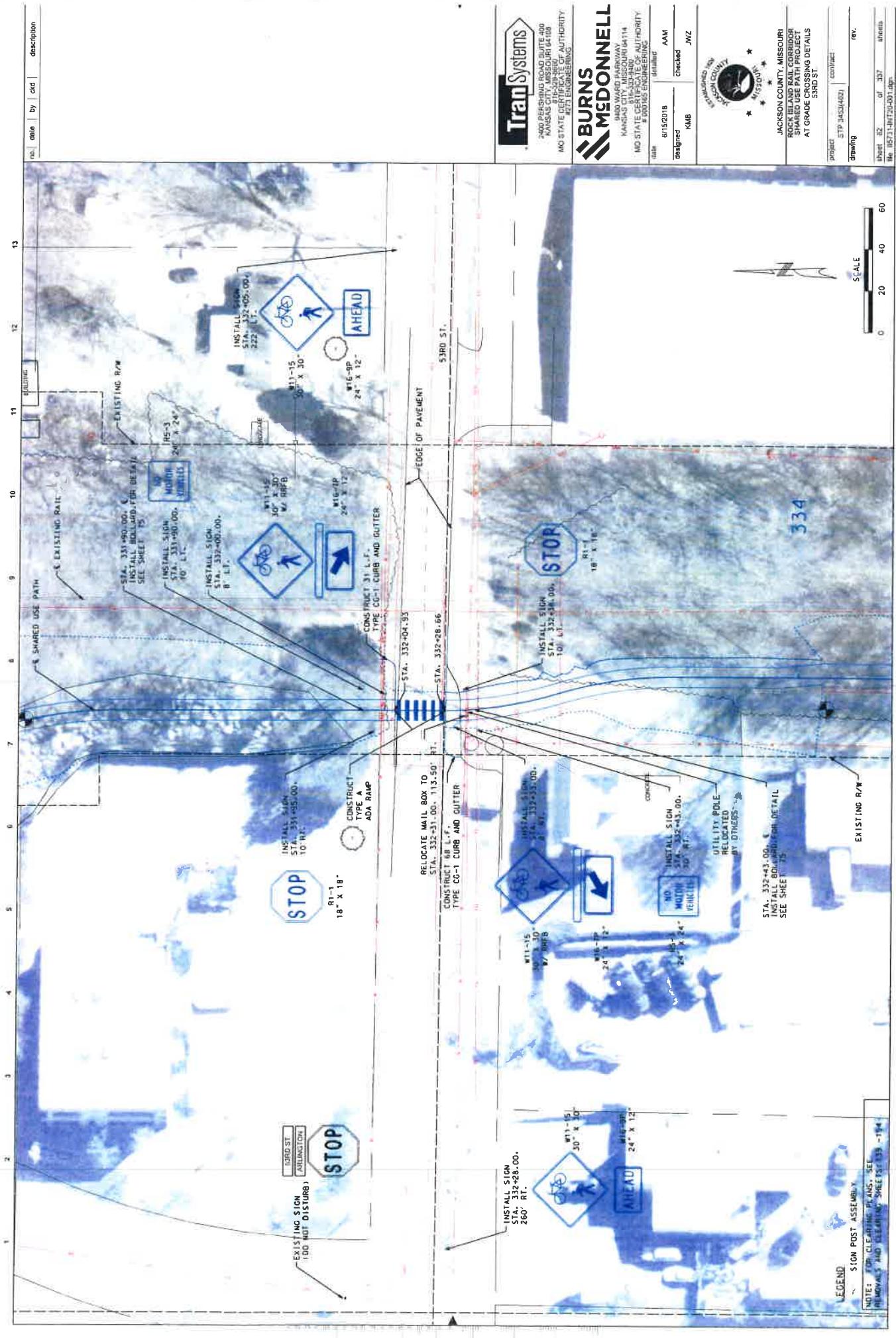




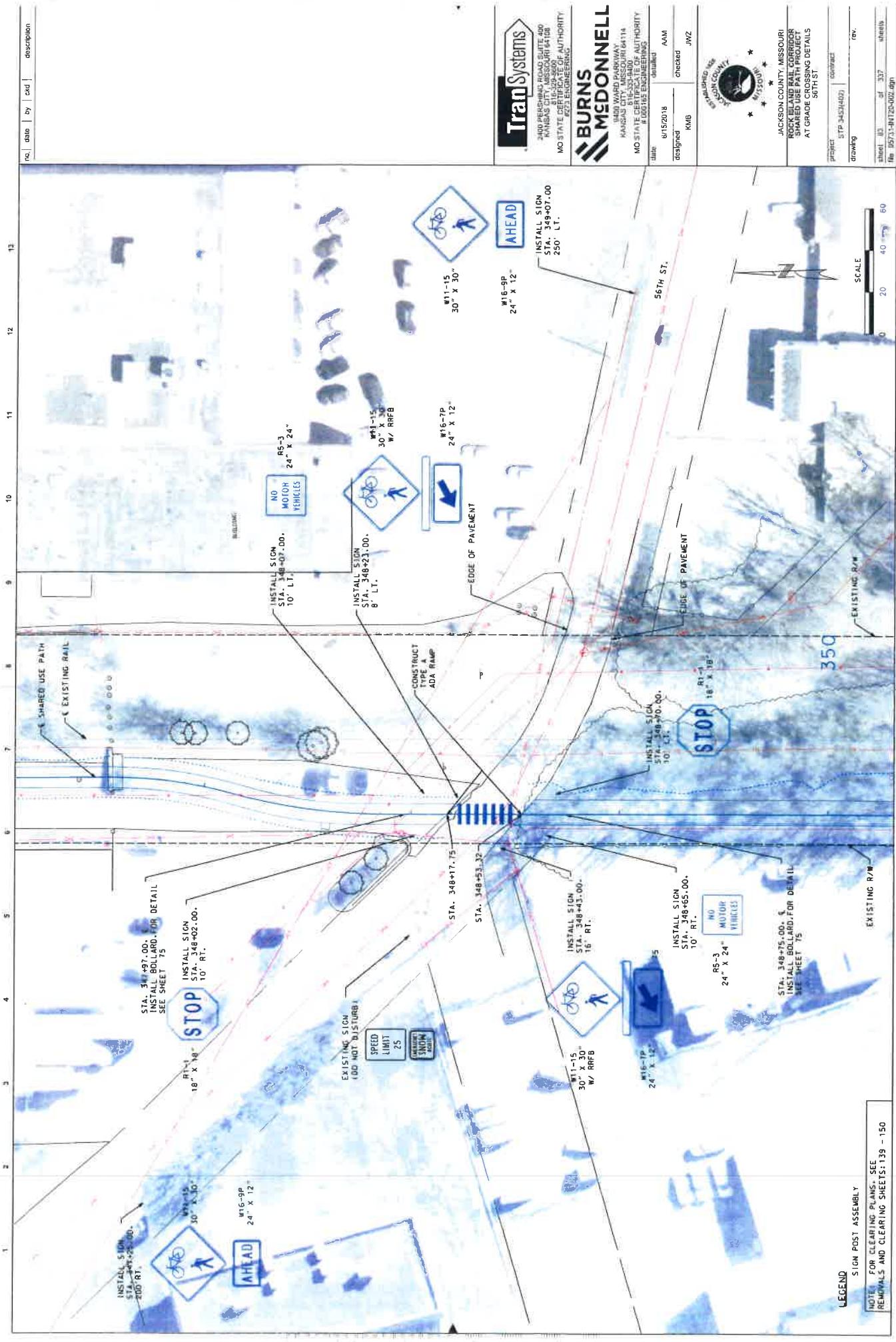
# Exhibit A: Raytown Road Wooden Bridge Modifications and Shared Use Path Underpass



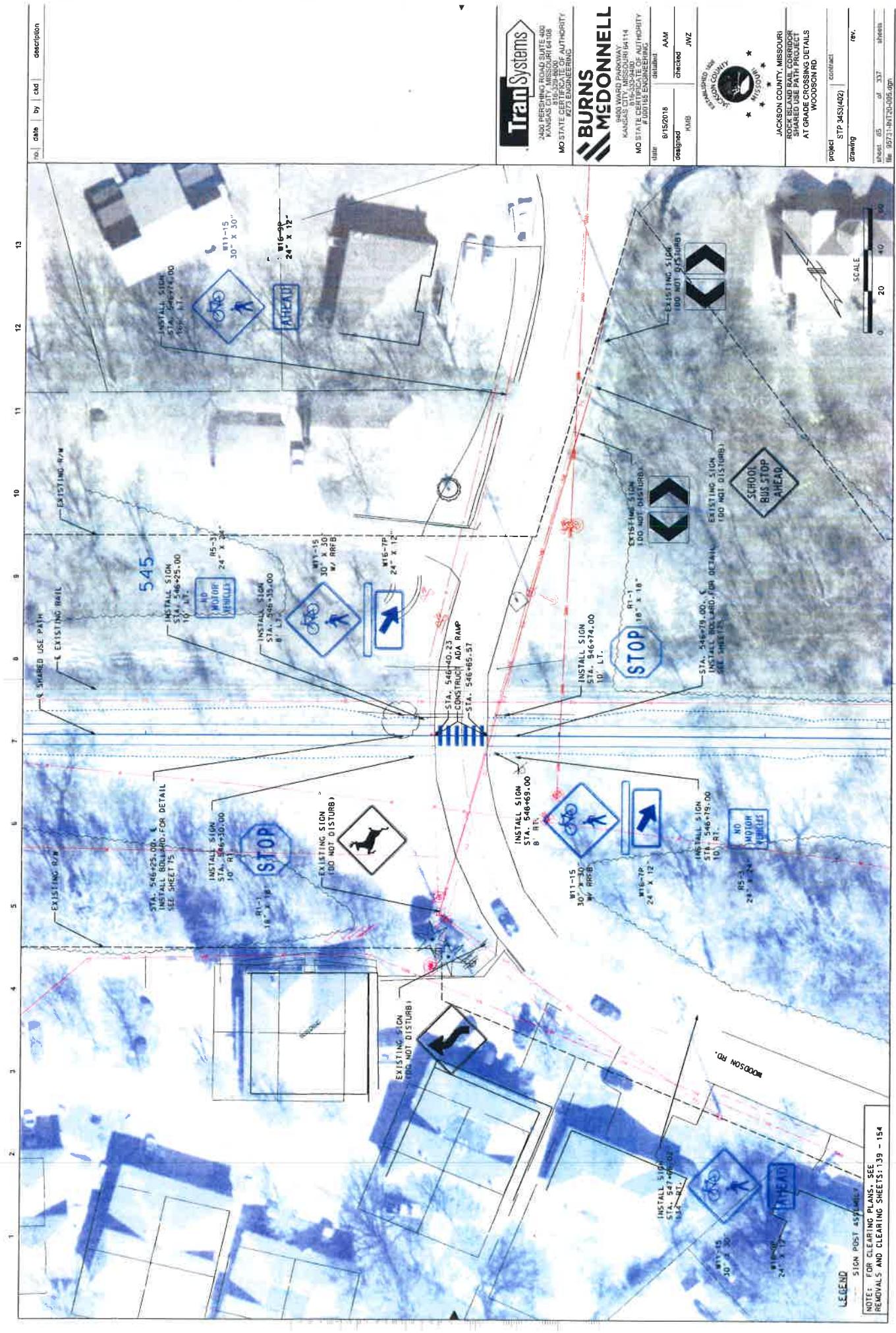
R. 19931

**Exhibit A: 53rd Street At-Grade Crossing**

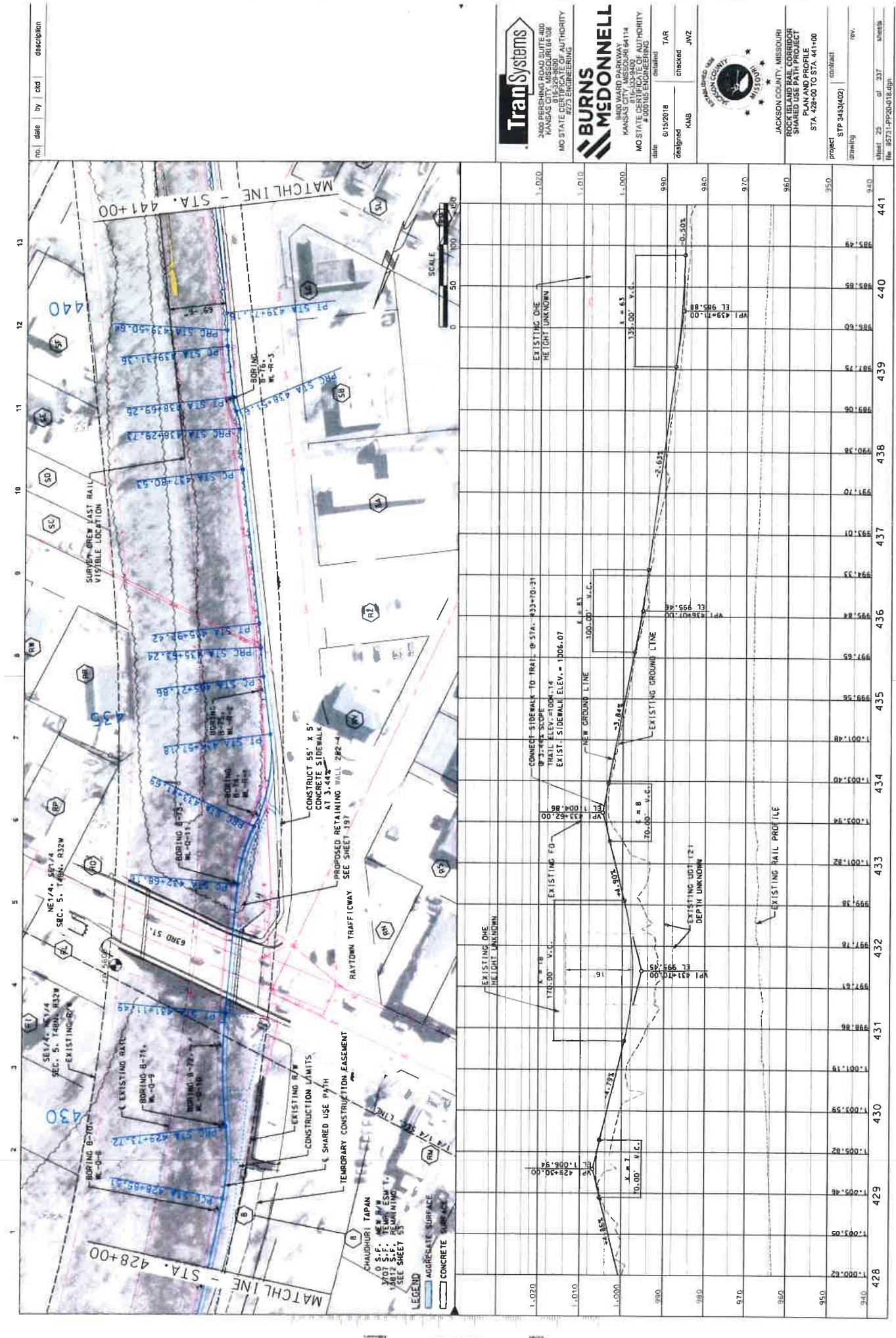
## Exhibit A: 56th Street At-Grade Crossing



## Exhibit A: Woodson Road At-Grade Crossing



## Exhibit A: 63rd Street Shared Use Path Underpass



# Exhibit A: 67th Street Shared Use Path Overpass

