**Recording Cover Sheet**

| | |
|---|---|
| **Title of Document:** | Permanent Drainage Easement |
| **Date of Document:** | _____ ____, 202_ |
| **Grantor(s):** | City of Kansas City, a Missouri municipal corporation<br>414 E. 12th Street<br>Kansas City, MO 64106 |
| **Grantee's Name and Address:** | City of Riverside, Missouri<br>2950 NW Vivion Road<br>Riverside, Missouri 64150 |
| **Legal Description:** | See Exhibit A. |

**After recording, please return to:**

City of Riverside
Attn: Noel Bennion
2950 NW Vivion Road
Riverside, Missouri 64150

**PERMANENT DRAINAGE EASEMENT**

THIS PERMANENT DRAINAGE EASEMENT, made this ____ day of _____ _____, 202_, by and between the City Kansas City, a Missouri municipal corporation, owner of the property herein described, hereinafter known as "Grantor", and the City of Riverside, Missouri, a municipal corporation, hereinafter known as "Grantee".

WITNESSETH, that the Grantor, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said Grantee, its successors and assigns, a Permanent Drainage Easement for the location, construction, reconstruction, maintenance, operation, repair and removal of storm water drainage control facilities and any and all related appurtenances and equipment incidental thereto (including fences) in, over, along, across, upon, through and under the lands hereinafter described and depicted, situated in Platte County, Missouri to wit:

See Exhibit A.

Grantee, its successors and assigns, shall have the right to perpetually survey and test ground conditions, to excavate, fill, regrade, construct, install, operate, maintain, repair, inspect, rebuild, remove and relocate within the Easement Area, such drainage control facilities and all related appurtenances and equipment incidental thereto together with the right of access to and from the Easement Area for its employees, agents, contractors, vehicles, materials and equipment. Grantee, its successors and assigns, shall have the right of ownership, use and control of all storm sewers, underground pipe, manholes, catch basins, concrete drainage ways, and all convenient appurtenances located within the Easement Area that it may install at its sole cost and expense.

Grantor shall not interfere with the proper, safe and continuous maintenance and use of said drainage facilities and specifically shall not build thereon or thereover any structure which may interfere with the maintenance and use thereof.

Grantor further states that it is lawfully seized of title to the land through which the Easement is granted and that it has good and lawful right to convey the Easement to Grantee herein.

At all times while this Easement is in effect, Grantee shall maintain, with financially sound and reputable insurers, appropriate liability and worker's compensation coverages at levels that are customary in the case of entities of established reputations engaged in the same or a similar business and similarly situated.

Grantor and Grantee represent and warrant that they have the full power and authority to execute and deliver this Permanent Drainage Easement and to perform its obligations hereunder.

Grantee shall promptly restore the surface of the Easement Area, including any surface improvements, to the extent damaged by Grantee's activities granted herein to substantially the

same condition as existed immediately prior to Grantee's exercise of its rights pursuant to this Easement, at Grantee's sole cost and expense.

Grantor reserves the right to use the land within the Easement Area for purposes not inconsistent with Grantee's use of the Easement Area, provided such use shall not interfere with the exercise by Grantee of the rights hereby granted. Notwithstanding anything stated herein to the contrary, sidewalks, paved drives, landscaping and parking areas shall be permitted within the surface of the Easement Area.

Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public or for the general public, it being the intention that this Easement shall be strictly limited to and for the purposes herein expressed. This Easement is not intended to create, nor shall it be in any way interpreted or construed to create any third-party beneficiary rights in any person not specifically benefited by the terms and provisions hereof.

This Easement shall, at all times be deemed to be, and shall be, a continuing covenant running with the land and shall be binding upon Grantor, and its successors, assigns, and legal representatives, as the case may be.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed this _____ day of _____, 202_.

City of Kansas City, a Missouri municipal corporation ("GRANTOR"):

By:
_____

Printed Name: _____

Title: _____

Approved as to form:

By:_____
Assistant City Attorney

STATE OF MISSOURI )
) ss.
COUNTY OF JACKSON )

ON THIS ____ day of _____, 202_, before me personally appeared Kenneth Morgan, P.E., the Director of the Water Services Department _____, _____ of the City of Kansas City, a Missouri municipal corporation, pursuant to Ordinance No. _____, to me known to be the person described in and who executed the foregoing instrument on behalf of said city and acknowledged to me that he executed the same with authority on its behalf.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at my office in _____ County, the day and year last above written.

(SEAL)

_____
Printed Name:
Notary Public in and for said State
Commissioned in _____ County

My Commission Expires: _____

CITY OF RIVERSIDE, MISSOURI:
("GRANTEE")

By: _____

Printed Name: Kathleen L. Rose

Title: Mayor

ATTEST:

_____
Melissa McChesney, City Clerk

STATE OF _____ )
) ss.
COUNTY OF _____ )

ON THIS ____ day of _____, 202_, before me personally appeared _____ of the City of Riverside, Missouri, to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at my office in _____ County, the day and year last above written.

(SEAL)

_____

Printed Name:_____

Notary Public in and for said State
Commissioned in _____ County

My Commission Expires: _____

## Exhibit A

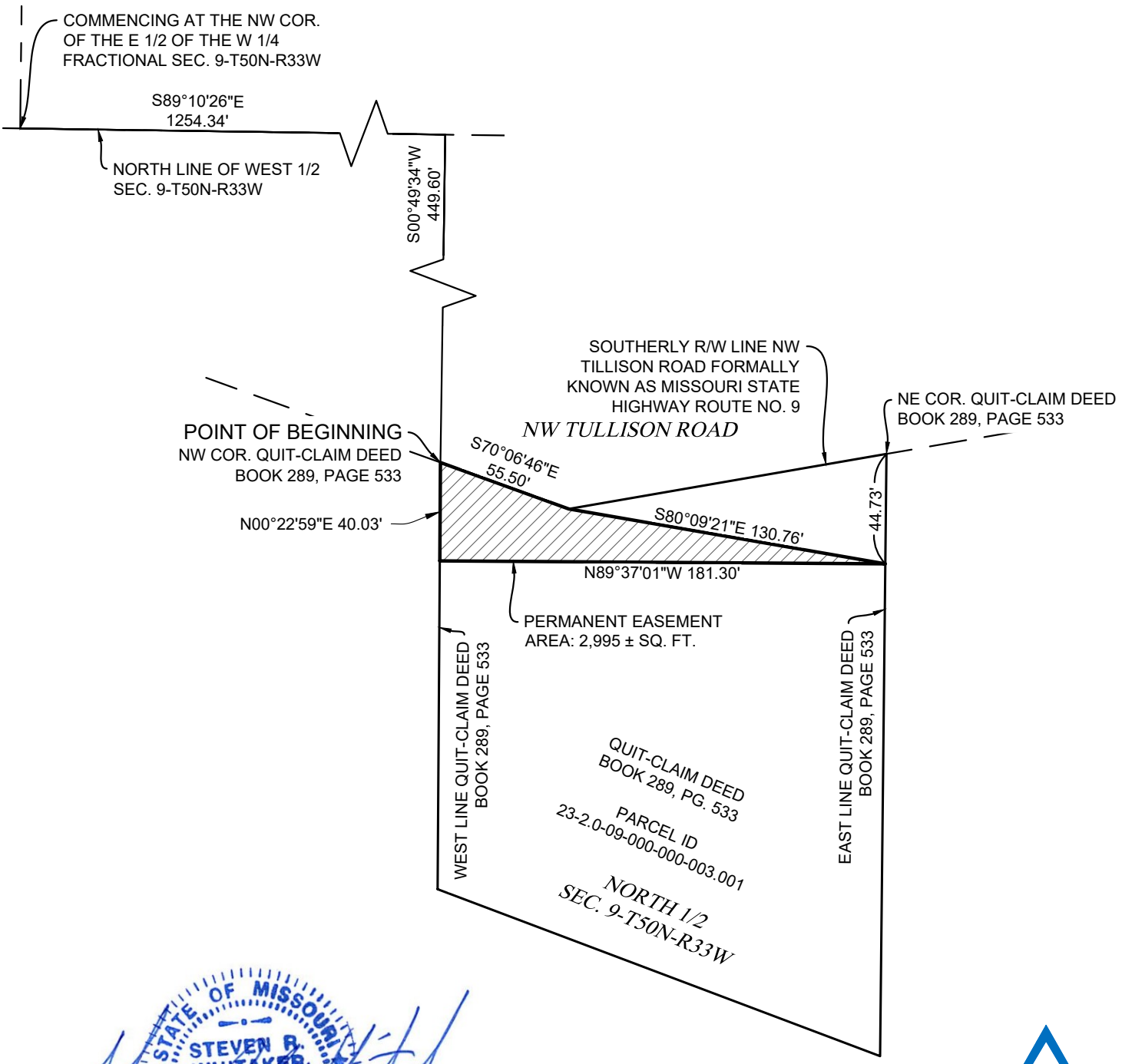
A tract of land being situated in the North Half of Fractional Section 9, Township 50 North, Range 33 West in the City of Riverside, Platte County, Missouri, said tract of land being a portion of the tract of land described as set forth in the Quit Claim Deed recorded July 29, 1966 in the Office of the Recorder of Deeds for said County and State as Document No. 12868 in Book 289 at Page 533 and being now more particularly described as follows:

Commencing at the Northwest corner of the East Half of the West Half of aforesaid Fractional Section 9; thence S89°10'26"E along the North line of the West Half of said Fractional Section 9, a distance of 1,254.34 feet; thence S00°49'34"W, perpendicular to the last described course, a distance of 449.60 feet to a point on the Southerly right-of-way line of NW Tullison Road (formerly known as Missouri State Highway Route No. 9) as now established, said point being the Northwest corner of the tract of land described in the aforesaid Quit Claim Deed and the Point of Beginning of the tract of land to be herein described; thence S70°06'46"E along said Southerly right-of-way line, a distance of 55.50 feet to an angle point in said South right-of-way line; thence S80°09'21"E, 130.76 feet, said point being 44.73 feet South of the Southerly right-of-way line of said NW Tullison Road as measured along the East line of the tract of land described in said Quit Claim Deed; thence N89°37'01"W, departing from the East line of the tract of land described in said Quit Claim Deed, a distance of 181.30 feet to a point on the West line of the tract of land described in said Quit Claim Deed, said point being 40.03 feet South of the Southerly right-of-way line of said NW Tullison Road as measured along the West line of thereof; thence N00°22'59"E along the West line of the tract of land described in said Quit Claim Deed, a distance of 40.03 feet to the Point of Beginning. This description having been prepared by Steven R. Whitaker, MO PLS-2005019220. MEC Corporate Certificate / License No. 201200935.

Containing 2,995 square feet, more or less.

Basis of Bearings - Missouri State Plane Coordinate System, NAD 83, West Zone.

# PERMANENT EASEMENT EXHIBIT




STATE OF MISSOURI
STEVEN R. WHITAKER
NUMBER
PLS-2005019220
PROFESSIONAL LAND SURVEYOR

09/04/2024

NORTH

0 30 60

(IN FEET)
1 inch = 60 ft.

DRAWING PATH: P:\201353-110\06-Drawings\Survey\EASEMENT EXHIBIT DRAWINGS\201353-110_EASE_PARCEL 3.dwg PLOT DATE: 08/23/2024 1:38 PM PLOTTED BY: BLAKE MASSENGALE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REVISIONS
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PERMANENT EASEMENT

RIVERSIDE, PLATTE CO., MISSOURI
201353-110
August 19, 2024

| ENGINEER | DRAWN BY |
|---|---|
| M.EBLEN | C.COOPER |
| SURVEYOR | CREW CHIEF |
| S.WHITAKER | G.HUNTER |

SKETCH NO.

PARCEL 3