MEETING AGENDA

JCPRD Administration Sunflower Room
7900 Renner Road, Shawnee Mission, KS 66219
March 11, 2019

CALL TO ORDER/ROLL CALL

DISCUSSION & ACTION

A. Bid Results for Big Bull Creek Park Equipment Barn – Cliff Middleton, Planning & Development Manager
   Issue: Consider results of the bid opening for the Big Bull Creek Equipment Barn, Bid Request #PRK-2019-003

B. Martin Creek Park Transfer to City of Edgerton – Bill Maasen, Superintendent of Parks & Golf Courses
   Issue: Consider a quit claim deed with restrictions, transferring Martin Creek Park to the City of Edgerton, Kansas.

C. Sanitary Sewer Easements on Mill Creek near Prairie Star Parkway Access Point – Bill Maasen, Superintendent of Parks & Golf Courses
   Issue: Consider a temporary construction easement and permanent sewer easement with Johnson County Wastewater impacting JCPRD property adjacent to the Prairie Star Parkway Access to Mill Creek Streamway Park.

D. KCPL Easements for Shawnee Mission Park – Bill Maasen, Superintendent of Parks & Golf Courses
   Issue: Consider one (1) easement to provide electrical service at Shawnee Mission Park.

E. Olathe Trail Easement and Trail Funding Agreement – Bill Maasen, Superintendent of Parks & Golf Courses
   Issue: Consider an agreement between Olathe and JCPRD to fund trail development adjacent to Cedar Niles Park and to grant an easement across Olathe property to be used for the Cedar Niles Park trail.

F. Memorandum of Understanding with Urban Trail Co. – Bill Maasen, Superintendent of Parks & Golf Courses
   Issue: Consider a revised Memorandum of Understanding with Urban Trail Co. to provide single track (hiking and biking) trail construction and support at a variety of JCPRD park locations.
G. Water District Number 1 Permanent Easements near 167th & Quivira Road – Bill Maasen, Superintendent of Parks & Golf Courses

Issue: Consider two small permanent easements for Water District Number 1 of Johnson County to accommodate relocation of a water main related to widening of Quivira Road for the City of Overland Park.

OTHER BUSINESS

ADJOURNMENT
**ISSUE:** Consider results of the Bid Opening for the Big Bull Creek Park Equipment Barn, Bid Request # PRK-2019-003.

**BACKGROUND:** The Johnson County Park and Recreation District (JCPRD) contracted with SFS Architecture of Kansas City, MO to complete concept design development and construction documents for the Big Bull Creek Park Equipment Barn. Originally the facility was bid as an add alternate to the Big Bull Creek Park Maintenance Facility and Park Police Substation project. Due to alternate bids exceeding the engineer’s estimate, the add alternate was rejected and it was determined that the equipment barn would be rebid following the construction of the maintenance facility and park police substation. Following redesign, the project was advertised for bid in The Olathe News and on www.jcprd.com/bidnotices and www.jocogov.ionwave.net. The Planning and Development staff conducted a Pre-Bid Meeting on February 14, 2019. The base bid includes: a concrete slab on grade, a wood-frame structure including roof trusses, metal siding and roofing, three (3) garage doors and one (1) pedestrian door, lighting and electrical outlets, and a ventilation system.

**ANALYSIS:** The Planning and Development Department conducted a Bid Opening on February 28, 2019, with six (6) firms submitting bids. Loyd Builders, Inc. was the low bidder meeting all of the specifications and requirements set out in the bid documents issued by JCPRD. The project architect and Planning and Development staff have reviewed the contractor qualifications and references for Loyd Builders.

**FUNDING REVIEW:** Are there funding implications involved?  □ No  □ Yes – explain: Funding is provided through the Certificates of Participation issued for the Big Bull Creek Park Project.

**ALTERNATIVES:**
- Recommend consent approval as recommended by staff .................................................................
- Recommend consent approval as determined/modified by committee ..............................................
- Recommend discussion and action by the full Board at Board Meeting...........................................
- Recommend denial of request .............................................................................................................
- Table for additional consideration ....................................................................................................
- Take no action .................................................................................................................................
- Other: ...............................................................................................................................................

**LEGAL REVIEW:** Is Legal Counsel Review Required?  □ No  □ Yes – Legal Counsel has reviewed the construction agreement forms included in the bid documents and will review completed contract documents following contractor selection and award by the Board.

**SUGGESTED RECOMMENDATION/MOTION:** It was the consensus of the committee to recommend Board consent approval of the bid from Loyd Builders, Inc. for the Base Bid in the amount of $178,500.

**SUPPORTING DOCUMENTATION:**
1. Bid Tabulation Sheet
2. Architect’s Letter of Recommendation
### Johnson County Park & Recreation District

**BID TABULATION**

Project Name: Big Bull Creek Park Equipment Barn  
Bid Request Number: PRK-2019-003  
JCPRD Administration Building - Sunflower Room  
7900 Renner Road, Lenexa, KS 66219  
Bid Opening Date/Time: Thursday, February 28, 2019 @ 2:00 p.m.

<table>
<thead>
<tr>
<th>COMPANY BIDDING</th>
<th>Base Bid Price ($)</th>
<th>Addendum Acknowledged (X)</th>
<th>Days to Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benchmark Construction</td>
<td>$228,313.00</td>
<td>X</td>
<td>120</td>
</tr>
<tr>
<td>Combes Construction, LLC</td>
<td>$184,000.00</td>
<td>X</td>
<td>100</td>
</tr>
<tr>
<td>Construction Management Services, Inc.</td>
<td>$189,169.00</td>
<td>X</td>
<td>75</td>
</tr>
<tr>
<td>Loyd Builders, Inc.</td>
<td>$178,500.00</td>
<td>X</td>
<td>120</td>
</tr>
<tr>
<td>Triangle Builders, LLC</td>
<td>$194,800.00</td>
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<td>80</td>
</tr>
<tr>
<td>Wilcott Construction, Inc.</td>
<td>$226,067.00</td>
<td>X</td>
<td>150</td>
</tr>
<tr>
<td><strong>Architect's Estimate: SFS Architecture</strong></td>
<td><strong>$181,480.00</strong></td>
<td><strong>X</strong></td>
<td></td>
</tr>
</tbody>
</table>

**STAFF RECOMMENDATION:** The P&D staff recommends accepting the Base Bid of $178,500 submitted by Loyd Builder, Inc. as the lowest bid meeting the specifications. This bid amount is under the Architect’s Estimate of $181,480 for the Base Bid.
March 05, 2019

Bill Leek, PLA
Project Manager
Johnson County Park & Recreation District
JCPRD Administration Building, Shawnee Mission Park
7904 Renner Road, Shawnee Mission, KS 66219

RE: JCPBD Big Bull Creek Park Equipment Barn
Bidder References and Qualifications Inquiry

Dear Bill,

As requested at our post-bid meeting for the above referenced Project, SFS Architecture contacted one bidder representing the lowest bid of the total bids received. The base bid amount was from Loyd Builders, Inc. who does have commercial construction experience.

Enclosed with this letter, is the Qualification Statement for Loyd Builders. A list of professional references and projects are included in their statement. The qualifications attached also include work experience, project types and size (in terms of construction dollars), and a list of major sub-contractors put forth in their bid for the Big Bull Creek Park Equipment Barn project. Loyd Builders has demonstrated previous execution of Projects similar in scope and size (in terms of construction dollars) during the past five (5) years.

Loyd Builders’ professional references for recent projects were complimentary of the level of service they received. Good communication, responsiveness, and flexibility were cited. All had no issues working with Loyd Builders again in the future.

Based on our inquiries, SFS Architecture did not find any reasons to withhold consideration for Loyd Builders.

Please call if you have questions or would like to discuss the subject further.

Sincerely,

Kwame Smith, AIA
SFS Architecture

Kwame Smith, AIA
SFS Architecture
Presented to: Parks and Golf Courses Committee  Meeting Date:  03/11/2019

Project Name/Identification: Martin Creek Park Transfer to Edgerton, KS

Contact: Bill Maasen, Superintendent of Parks & Golf Courses  Phone:  913 826-3437

ISSUE: Consider a quit claim deed with restrictions, transferring Martin Creek Park to the City of Edgerton, Kansas.

BACKGROUND: JCPRD acquired this property in 1988 with the intended use of the property to be a city park for Edgerton. Over the years, the City has made improvements to the property and created a community asset. Due to its size, the transfer of this property with restrictions, to Edgerton is similar to other transfers JCPRD has done in the past with other cities in Johnson County where property was acquired for city use.

ANALYSIS: The City of Edgerton city council has approved of this transfer and is willing to accept the deed with restrictions.

FUNDING REVIEW: Are there funding implications involved?  ☒ No  ☐ Yes  If Yes, explain:

ALTERNATIVES:

- Recommend consent approval as recommended by staff ................................................................. ☒
- Recommend consent approval as determined/modified by committee ........................................... ☐
- Recommend discussion and action by the full Board at Board Meeting ......................................... ☐
- Recommend denial of request .......................................................................................................... ☐
- Table for additional consideration ............................................................................................... ☐
- Take no action .............................................................................................................................. ☐
- Other: ........................................................................................................................................... ☐

If other, explain:

Consequences or additional Information (if any):

LEGAL REVIEW: Is legal counsel review required?  ☐ No  ☒ Yes  If yes, explain: Legal counsel has approved of the quit claim deed form and its conformance with JCPRD’s enabling state statutes.

SUGGESTED RECOMMENDATION/MOTION:

It was the consensus of the committee to recommend Board consent approval of the Quit Claim Deed to transfer Martin Creek Park to the City of Edgerton.

SUPPORTING DOCUMENTATION:

1. Quit Claim Deed
DEED SUBJECT TO RESTRICTION

On this _____ day of ____________, 2019, JOHNSON COUNTY PARK AND RECREATION DISTRICT, Grantor, quitclaims to CITY OF EDGERTON, KANSAS, a municipal corporation, Grantee, as a gift of the Grantor’s right, title, and interest in and to the subject real property, all of the following described real estate in Johnson County Kansas, to wit:

All that part of Lot 2, COUNTY CLERK’S SUBDIVISION of the Northeast Quarter of Section 7, Township 15, Range 22 in Johnson County, Kansas, according to the recorded plat thereof, that lies South of a line drawn parallel to and 775.50 feet North of the South line of said lot, except that part in streets or roads.

For so long as such real property shall be maintained and operated as a public park or playground or as a public recreational facility, but if said real property shall at any time not be so maintained and operated, title shall revert to the Grantor, its successors or assigns. And further subject to restrictions, easements, covenants, and reservations now of record.

IN WITNESS WHEREOF, JOHNSON COUNTY PARK AND RECREATION DISTRICT has hereunto executed this deed the day and year first above written.

JOHNSON COUNTY PARK AND RECREATION DISTRICT

By: ______________________________
    Steve Baru, Board Chair

George Schlagel, Secretary

ACKNOWLEDGMENT

State of Kansas )
County of Johnson ) ss.

Be it remembered that on this _____ day of ____________, 2019, before me, the undersigned, a notary public in and for the county and state aforesaid, came Steve Baru, Board Chair, and
George Schlagel, Secretary, of the Board of Directors of the Johnson County Park and Recreation District, who are personally known to me to be the same persons who executed the within instrument of writing on behalf of the Johnson County Park and Recreation District and such persons duly acknowledged the execution of the same as the act and deed of the Johnson County Park and Recreation District.

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

____________________________________
Notary Public

My appointment expires:

_______________________________
**JOHNSON COUNTY PARK AND RECREATION DISTRICT**  
**BOARD OF PARK AND RECREATION COMMISSIONERS**  
**BRIEFING SHEET**

**Presented to:** Parks & Golf Courses Committee  
**Meeting Date:** 03/11/2019

**Project Name/Identification:** Sanitary Sewer Easements on Mill Creek Near Prairie Star Parkway Access Point  
**Contact:** Bill Maasen, Superintendent of Parks & Golf Courses  
**Phone:** 913 826-3437

**ISSUE:** Consider a temporary construction easement and permanent sewer easement with Johnson County Wastewater impacting JCPRD property adjacent to the Prairie Star Parkway Access to Mill Creek Streamway Park.

**BACKGROUND:** The new Ridgeview Road from K-10 north to Prairie Star Parkway is proposed to be constructed and open for public use in November 2019. This new road has increased the demand for new sewers serving private property adjacent to the new roadway. The construction of the sewer line will require temporary closure of the trail connection from the parking lot to the main trail. This closure should coincide with the construction activities at Ridgeview minimally impacting the public use of the trail. The parking lot may be closed for a period in late summer to ensure the safety of park patrons during this construction operation.

**ANALYSIS:** Wastewater has not offered any additional consideration for these easements and JCPRD does not typically charge other county departments for permanent and temporary easements.

**FUNDING REVIEW:** Are there funding implications involved?  
- [ ] No  
- [x] Yes  
If Yes, explain:

**ALTERNATIVES:**  
- Staff Recommendation
  - Recommend consent approval as recommended by staff .......................................................... [x]
  - Recommend consent approval as determined/modified by committee .................................. 
  - Recommend discussion and action by the full Board at Board Meeting ............................... 
  - Recommend denial of request ............................................................................................... 
  - Table for additional consideration ....................................................................................... 
  - Take no action ....................................................................................................................... 
  - Other: ...................................................................................................................................

If other, explain:

**LEGAL REVIEW:** Is legal counsel review required?  
- [ ] No  
- [x] Yes  
If yes, explain: Legal counsel has approved the easements as to form.

**SUGGESTED RECOMMENDATION/MOTION:**  
It was the consensus of the committee to recommend Board consent approval of the permanent and temporary sewer easements impacting the Mill Creek Streamway Park near Prairie Star Parkway.

**SUPPORTING DOCUMENTATION:**  
1. Permanent Easement  
2. Temporary Easement
PERMANENT SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That The Johnson County Park & Recreation District of the Post Office of 7900 Renner Rd, Shawnee Kansas 66219 in the State of Kansas, in consideration of One and No/100ths Dollars ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants and conveys unto Consolidated Main Sewer District of Johnson County, its successors and assigns, a Right-of-Way to lay construct, maintain, alter, repair, replace and operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, over and through the easement premises in the County of Johnson in the State of Kansas, more particularly described in the attached Exhibit "A", together with the right of ingress and egress over and through adjoining land as may be reasonably necessary to access said easement.

See attached Exhibit “A” for easement description.

This grant is a permanent easement for the purpose aforesaid and full consideration therefore is acknowledged.

Grantor shall retain the right to use the surface of said easement, so long as said use does not interfere with the installation and maintenance of the sewer main and so long as no building(s) or structure(s) are erected within the easement. No alteration of land contours will be permitted without the express written approval of Grantee. Any placing of improvements or planting of trees on said permanent right-of-way will be done at the risk of subsequent damage thereto without compensation therefore.

All grass, sidewalks, streets, drives and parking lots damaged by the installation of said line or by making future repairs or in removing said property shall be replaced by Grantee.

This agreement is binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto, and it is understood that this agreement cannot be changed in any way except in writing, signed by the Grantor and duly authorized agent of the Grantee.

IN WITNESS WHEREOF, the grantor has hereunto set his hand and seal on this, the ______ day of __________________ , 20____.
CORPORATION ACKNOWLEDGEMENT

By: Steve Baru, Chair
Board of Commissioners of Johnson County Park & Recreation District

STATE OF KANSAS
)
COUNTY OF ___________________)

This instrument was acknowledged before me on the ______ day of ______________________, 20____ by Steve Baru as Chair of the Board of Commissioners of The Johnson County Park & Recreation District

_________________________                             _________________________
Notary Public                                                         My commission expires
EXHIBIT “A”
Tract 1

PERMANENT SANITARY SEWER EASEMENT (PSSE 1):

A permanent sanitary sewer easement over part of the Northeast Quarter of Section 1, Township 13 South, Range 23 East of the 6th Principal Meridian, in the City of Lenexa, Johnson County, Kansas, being more particularly described as follows:

COMMENCING at the Southeast corner of said Northeast Quarter; thence North 01°58’19” West, along the East line of said Northeast Quarter, a distance of 1,543.49 feet; thence South 88°01’41” West, departing said East line, a distance of 126.46 feet, to the POINT OF BEGINNING, said point also being at the intersection of the South line of a Permanent Right-of-Way recorded in Book 6817 at Page 383, as now established, and the West line of a permanent sanitary sewer easement recorded in Book 3129 at Page 366, said point also a point on a non-tangent curve; thence Southeasterly, along said West line and along a curve to the left, whose initial tangent bearing is South 30°50’22” East, having a radius of 307.48 feet, and a central angle of 04°29’06”, a distance of 24.07 feet; thence North 67°56’59” West, a distance of 130.86 feet, to a point on said South Right-of-Way line, said point also being a point on a non-tangent curve; thence Southeasterly, along said South Right-of-Way line, and along a curve to the right, whose initial tangent bearing is South 84°48’20” East, having a radius of 91.35 feet, and a central angle of 12°19’05”, a distance of 19.64 feet; thence South 72°29’12” East, along said South Right-of-Way line, a distance of 79.59 feet, to a point of curvature; thence Southeasterly, along said South Right-of-Way line and along a curve to the left, having a radius of 105.49 feet, and a central angle of 10°25’57”, a distance of 19.21 feet, to the POINT OF BEGINNING, containing 915.88 square feet, or 0.02 acres, more or less.

PERMANENT SANITARY SEWER EASEMENT (PSSE 2):

A permanent sanitary sewer easement over part of the Northeast Quarter of Section 1, Township 13 South, Range 23 East of the 6th Principal Meridian, in the City of Lenexa, Johnson County, Kansas, being more particularly described as follows:

COMMENCING at the Southeast corner of said Northeast Quarter; thence North 01°58’19” West, along the East line of said Northeast Quarter, a distance of 1,565.48 feet; thence South 88°01’41” West, departing said East line, a distance of 151.47 feet, to the POINT OF BEGINNING, said point also being on the North line of a Permanent Right-of-Way recorded in Book 6817 at Page 383, as now established; thence North 72°29’12” West, along said North Right-of-Way line, a distance of 67.79 feet, to a point of curvature; thence Northwesterly and Westerly, continuing along said North Right-of-Way line and along a curve to the left, having a radius of 105.49 feet, and a central angle of 18°55’12”, a distance of 34.84 feet, to a point at the intersection of said North Right-of-Way line, and the East line of a permanent sanitary sewer easement recorded in Book 4428 at page 643; thence North 17°11’30” West, departing said North Right-of-Way line, along said East line, a distance of 6.65 feet, to a point on the North line of a Tract of land recorded in a deed in Book, 6560 on Page 676; thence South 78°52’48” East, departing said East line, along said North line, a distance of 63.27 feet; thence South 64°46’07” East, continuing along said North line, a distance of 25.04 feet; thence South 61°42’06” East, continuing along said North line, a distance of 18.42 feet, to the POINT OF BEGINNING, containing 440.79 square feet, or 0.01 acres, more or less.
PERMANENT SANITARY SEWER EASEMENT (PSSE 3):

A permanent sanitary sewer easement over part of the Northeast Quarter of Section 1, Township 13 South, Range 23 East of the 6th Principal Meridian, in the City of Lenexa, Johnson County, Kansas, being more particularly described as follows:

COMMENCING at the Southeast corner of said Northeast Quarter; thence North 01°58’19” West, along the East line of said Northeast Quarter, a distance of 1,496.90 feet; thence South 88°01’41” West, departing said East line, a distance of 61.98 feet, to the POINT OF BEGINNING, said point also being at the intersection of the West Right-of-Way line of Ridgeview Road recorded in Volume 3247 at Page 540, as now established, and the East line of a permanent sanitary sewer easement recorded in Book 3129 at Page 366; thence North 42°52’00” West, along said East line, a distance of 13.36 feet, to a point on a non-tangent curve; thence Northwesterly along a curve to the right, whose initial tangent bearing is North 42°51’58” West, having a radius of 282.48 feet, and a central angle of 09°03’38”, a distance of 44.67 feet, to the intersection of said East line and the South line of a Permanent Right-of-Way recorded in Book 6817 at Page 383, said point also being a point on a non-tangent curve; thence Easterly, along said South Right-of-Way line and along a curve to the left, whose initial tangent bearing is North 81°07’26” East, having a radius of 105.49 feet, and a central angle of 03°46’59”, a distance of 6.97 feet; thence South 62°49’55” East, departing said South Right-of-Way line, a distance of 15.76 feet, to a point on said West Right-of-Way line; thence South 22°14’15” East, along said West Right-of-Way line, a distance of 42.03 feet, to the POINT OF BEGINNING, containing 442.40 square feet, or 0.01 acres, more or less.

I hereby certify this real property legal description has been prepared by me or under my direct supervision.

Andrew J. Riddle, Kansas Registered - Land Survey No. LS-1530
George Butler Associates, Inc.
9801 Renner Blvd.
Lenexa, Kansas 66219-9745
913-492-0400
TEMPORARY SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That The Johnson County Park & Recreation District of the Post Office of 7900 Renner Rd, Shawnee Kansas 66219 in the State of Kansas, in consideration of One and No/100ths Dollars ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants and conveys unto Johnson County Wastewater, its successors and assigns, a Right-of-Way to lay, construct, maintain, alter, repair, replace and operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, over and through the easement premises in the County of Johnson in the State of Kansas, more particularly described in the attached Exhibit “A”, together with the right of ingress and egress over and through adjoining land as may be reasonably necessary to access said easement.

See attached Exhibit “A” for easement description.

This grant is a temporary easement for the purpose aforesaid and full consideration therefore is acknowledged. The period of said temporary easement shall be no longer than three years from the date of acceptance of construction of sewers within said Sewer District.

All grass, sidewalks, streets, drives, and parking lots damaged by the installation of said line or by making future repairs or in removing said property shall be replaced by grantee.

This agreement is binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto, and it is understood that this agreement cannot be changed in any way except in writing, signed by the grantor and duly authorized agent of the grantee.

IN WITNESS WHEREOF, the grantor has hereunto set his hand and seal on this, the ______ day of __________________ , 20____.
CORPORATION ACKNOWLEDGEMENT

By: Steve Baru, Chair
Board of Commissioners of The Johnson County Park & Recreation District

STATE OF KANSAS )
COUNTY OF _____________________ )SS.

This instrument was acknowledged before me on the ______ day of ______________________, 20____ by Steve Baru as Chair of the Board of Commissioners of The Johnson County Park & Recreation District

______________________________  _________________________
Notary Public                    My commission expires
EXHIBIT “A”

Tract 1

TEMPORARY CONSTRUCTION EASEMENT (TCE 1):

A Temporary Construction Easement over part of the Northeast Quarter of Section 1, Township 13 South, Range 23 East of the 6th Principal Meridian, in the City of Lenexa, Johnson County, Kansas, being more particularly described as follows:

COMMENCING at the Southeast corner of said Northeast Quarter; thence North 01°58’19” West, along the East line of said Northeast Quarter, a distance of 1,546.41 feet; thence South 88°01’41” West, departing said East line, a distance of 80.26 feet, to the POINT OF BEGINNING, said point also being at the intersection of the South line of a Permanent Right-of-Way recorded in Book 6817 at Page 383, as now established, and the West Right-of-Way line of Ridgeview Road recorded in Volume 3247 at Page 540, as now established; thence South 22°14’15” West, along said West Right-of-Way line, a distance of 141.38 feet; thence North 62°49’55” West, departing said West Right-of-Way line, a distance of 129.36 feet; thence North 67°56’59” West, a distance of 203.69 feet; thence North 22°03’01” East, a distance of 70.01 feet, to a point on the North line of a Tract of land recorded in Book 6560 at Page 676 and in Book 6208 at Page 542; thence South 16°52’27” East, along said North line, a distance of 2.66 feet, to a point of curvature; thence Southerly and Southeasterly, continuing along said North line and along a curve to the left, having a radius of 16.40 feet, and a central angle of 62°00’44”, a distance of 17.75 feet; thence South 78°52’48” East, along said North line, a distance of 102.01 feet; thence South 64°46’07” East, continuing along said North line, a distance of 25.04 feet; thence South 61°42’06” East, continuing along said North line, a distance of 18.42 feet, to a point on the North line of Permanent Right-of-Way recorded in Book 6817 at Page 383, as now established; thence North 72°29’12” West, along said North Right-of-Way line, a distance of 67.79 feet, to a point of curvature; thence Northwesterly and Westerly, along said North Right-of-Way line and along a curve to the left, having a radius of 105.49 feet, and a central angle of 38°54’25”, a distance of 71.63 feet, to a point of tangency; thence South 68°36’17” West, continuing along said North Right-of-Way line, a distance of 21.34 feet, to the Northwest corner of said Right-of-Way; thence South 21°23’43” East, along the West line of said Right-of-Way, a distance of 14.14 feet, to the Southwest corner of said Right-of-Way; thence North 68°36’17” East, along the South line of said Right-of-Way line, a distance of 21.34 feet, to a point of curvature; thence Easterly and Southeasterly, continuing along said South Right-of-Way line, and along a curve to the right, having a radius of 91.35 feet, and a central angle of 38°54’29”, a distance of 62.04 feet, to a point of tangency; thence South 72°29’12” East, continuing along said South Right-of-Way line, a distance of 79.59 feet, to a point of curvature; thence Southeasterly and Northeasterly, continuing along said South Right-of-Way line and along a curve to the left, having a radius of 105.49 feet, and a central angle of 35°47’03”, a distance of 65.89 feet, to the POINT OF BEGINNING, EXCEPT those parts in Existing and Proposed Permanent Sanitary Sewer Easements, containing 14,018.16 square feet, or 0.32 acres, more or less after exceptions.

TEMPORARY CONSTRUCTION EASEMENT (TCE 2):

A Temporary Construction Easement over part of the Northeast Quarter of Section 1, Township 13 South, Range 23 East of the 6th Principal Meridian, in the City of Lenexa, Johnson County, Kansas, being more particularly described as follows:
COMMENCING at the Southeast corner of said Northeast Quarter; thence North 01°58’19” West, along the East line of said Northeast Quarter, a distance of 1,559.26 feet; thence South 88°01’41” West, departing said East line, a distance of 86.86 feet, to the POINT OF BEGINNING, said point also being at the intersection of the North line of a Permanent Right-of-Way recorded in Book 6817 at Page 383, as now established, said point is also a point on a non-tangent curve; thence Southwesterly, along said North Right-of-Way line and along a curve to the right, whose initial tangent bearing is South 73°26’20” West, having a radius of 91.35 feet, and a central angle of 11°34’10”, a distance of 18.45 feet, to the East line of a Permanent Sanitary Sewer Easement recorded in Book 3129 at Page 366; thence Northwesterly, along said East line and along a curve to the right, whose initial tangent bearing is North 30°38’07” West, having a radius of 282.48 feet, and a central angle of 01°25’05”, a distance of 6.99 feet, to the intersection of said East line, and the Northerly line of a Tract of land recorded in a deed in Book 6560 at Page 676 and Book 6208 at Page 542; thence North 42°02’14” East, departing said East line, along said Northerly line, a distance of 7.41 feet; thence South 67°56’59” East, departing said Northerly line, a distance of 4.05 feet; thence South 62°49’55” East, a distance of 14.45 feet, to the POINT OF BEGINNING, containing 135.07 square feet, or 0.03 acres, more or less.

I hereby certify this real property legal description has been prepared by me or under my direct supervision.

Andrew J. Riddle, Kansas Registered - Land Survey No. LS-1530
George Butler Associates, Inc.
9801 Renner Blvd.
Lenexa, Kansas 66219-9745
913-492-0400
Presented to: Parks and Golf Courses Committee  Meeting Date: 03/11/2019

Project Name/Identification: KCPL Easements for Shawnee Mission Park

Contact: Bill Maasen, Superintendent of Parks & Golf Courses  Phone: 913 826-3437

ISSUE: Consider one (1) easement to provide electrical service at Shawnee Mission Park.

BACKGROUND: The easement will provide electrical service directly to JCPRD improvements along the north side of Barkley Drive, and is necessary for the Off Leash Dog Area future all season Restroom facility.

ANALYSIS: This easement is required for development along Barkley Drive, at the south side of the park.

FUNDING REVIEW: Are there funding implications involved?  No  Yes  If Yes, explain:

ALTERNATIVES:  Staff Recommendation

- Recommend consent approval as recommended by staff  ☒
- Recommend consent approval as determined/modified by committee  
- Recommend discussion and action by the full Board at Board Meeting  
- Recommend denial of request  
- Table for additional consideration  
- Take no action  
- Other:  

If other, explain:

Consequences or additional Information (if any):

LEGAL REVIEW: Is legal counsel review required?  No  ☒ Yes  If yes, explain:

SUGGESTED RECOMMENDATION/MOTION:

It was the consensus of the committee to recommend Board consent approval of one (1) easement with KCPL to serve Shawnee Mission Park along the north side of Barkley Drive.

SUPPORTING DOCUMENTATION:

1. Easement
EASEMENT CONVEYANCE CORPORATION

THIS EASEMENT made and entered into this ______ day of __________, 2019, by and between Johnson County Park and Recreation District, a political subdivision organized and existing under the laws of the State of Kansas, "GRANTOR" and Kansas City Power & Light Company (KCP&L), a Missouri Corporation whose mailing address is PO Box 418679, Kansas City, MO. 64141-9679, and its and their affiliates, lessees, licensees, designees, successors and assigns, of Jackson County, Missouri “GRANTEE”.

After recording mail to: KCP&L
Starr Leonard
Field Design Dept. JOCO
PO Box 418679
Kansas City, MO 64141-9679

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Grantor, in consideration of the sum of One Dollar ($1.00) 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 non-exclusive easement to enter upon the lands of Grantor as described below, to survey, construct, operate, patrol, inspect, maintain, alter, add wires, poles, cables, conduits, and pipes, repair, rebuild and remove, on, under and over the easement described below and in and upon all streets, roadways or highways abutting said lands, now or at any future time, lines for the transmission and distribution of electric energy, and for communication purposes, and all appurtenances and appliances necessary in connection therewith, together with the right of ingress and egress to and from said lines of GRANTEE over the lands of Grantor so that Grantee may go to and from said lines from the public roads adjacent to Grantors lands, which said perpetual non-exclusive easement being situated in the County of Johnson, in the State of Kansas, said easement more particularly described as follows:

"See Attached Exhibit A for legal description and Exhibit B for depiction, incorporated herein by reference"

GRANTEE may erect and use gates in all fences which cross or which shall hereinafter cross the route of said lines. Grantee is given the right to trim, cut and clear away any trees, limbs and
brush on or adjacent to the above-described easement whenever, in its judgment, such will interfere with or endanger the construction, operation or maintenance of said lines. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lands and shall repair or compensate for any damage caused by its use, repair, or improvement to said perpetual easement. All logs, limbs, or brush cut or trimmed by KCP&L shall be removed by KCP&L unless Grantor otherwise requests.

**IT BEING THE INTENTION** of the parties hereto that Grantor is hereby granting the uses herein specified without divesting Grantor and heirs or assigns of the right to cultivate, use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no building shall be constructed on the easement without Grantee’s written permission.

**LANDSCAPE CLAUSE**

Grantor agrees to plant, install and maintain any and all landscaping required by City Ordinance to screen utility structures located on the property.

Title to said lines shall be and remain in said Grantee

**TO HAVE AND TO HOLD** said easement and rights aforesaid with all and singular, the rights, privileges, appurtenances, and immunities thereto belonging or in anyway appertaining unto Grantee its lessees, 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 Grantor is the owner(s) of the above-described land, subject to existing liens and right-of-way easements of record.

**SIGNATURES ON FOLLOWING PAGE**
IN TESTIMONY WHEREOF, Grantor has hereunto executed this Easement on the date first above written.

Johnson County Park and Recreation District

By: ____________________________

Print Name: ____________________________

Title: ____________________________

ACKNOWLEDGEMENT

State of ____________________________

) SS.

County of ____________________________

On this _______ day of ________, 2019, before me a Notary Public, appeared ____________________________ to me personally known, (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged that she is the _________ of Johnson County Park and Recreation District, and that she executed the same on behalf of said company and by authority thereof and acknowledged said instrument to be the free act and deed of said company for the purposes therein expressed.

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

My Commission Expires: ____________ Notary Public ____________________________

WR#: 838073 Validation by: srl
Permanent Electric Easement Description:

A permanent electric easement over a strip of land being 10.00 feet in width, being part of the Southeast Quarter of Section 25, Township 12 South, Range 23 East, all in the city of Lenexa, Johnson County, Kansas, said easement lying 5.00 feet on each side the following described centerline:

Commencing at the Southwest Corner of the Southeast Quarter of said Section 25; thence N 88°09'41"E along the South line of said Southeast Quarter, a distance of 790.15 feet; thence N 01°50'19"E perpendicular to the last course, a distance of 1841.78 feet to the Point of Beginning; thence N 58°13'56"E, a distance of 27.40 feet to a point of curvature; thence Northeasterly along a curve to the right having a radius of 585.95 feet, a delta angle of 15°39'09"", an initial tangent bearing of N 58°13'56"E, and an arc length of 160.07 feet; thence N 80°24'13"E, a distance of 17.01 feet to a point of curvature; thence Easterly along a curve to the right having a radius of 430.64 feet, a delta angle of 54°32'28"", an initial tangent bearing of N 78°41'05"E, and an arc length of 409.94 feet; thence S 52°27'16"E, a distance of 42.53 feet; thence S 19°14'22"E, a distance of 8.22 feet; thence S 37°29'50"E, a distance of 98.30 feet; thence S 34°57'35"E, a distance of 112.41 feet to a point of curvature; thence along a curve to the left having a radius of 221.40 feet, a delta angle of 51°56'27"", an initial tangent bearing of S 34°57'35"E, and an arc length of 200.71 feet; thence S 86°54'02"E, a distance of 42.09 feet; thence N 72°58'03"E, a distance of 11.21 feet; thence S 06°24'29"W, a distance of 173.79 feet, to the termination of said centerline, said centerline and sides of described easement intended to terminate on the South line of the Northeast Quarter of the Southeast Quarter of said Section 25. Containing 13,036.78 Sq. Ft., more or less.
NOTE:
The purpose of this Exhibit is only for the representation of the proposed easements shown hereon. This Exhibit does not constitute a boundary survey.

Electric Easement
(13036.78 Sq. Ft.)

Point of Beginning

N58°35'56"E
27.40'

Point of Beginning

Found 2" Alum. Cap Stamped "Johnson County Section Corner"
SW Corner, SE 1/4
Sec. 25 - T12S-R23E

South Line of
SE 1/4 Sec. 25 T12S-R23E

New Transformer

N58°35'56"E
Point of Beginning

Found 2" Alum. Cap Stamped "Johnson County Section Corner"
SE Corner, SE 1/4
Sec. 25 - T12S-R23E

Existing Power Pole

New Sectionalizer

5522'7"N 16°19'42"
42.53'

New Sectionalizer

S19°14'22"E
8.22'

New Sectionalizer

S37°29'50"E
98.30'

New Sectionalizer

S34°57'35"E
112.41'

New Sectionalizer

S72°50'10"E
11.21'

New Sectionalizer

S96°34'02"E
42.09'

N72°50'03"E
11.12'

PART OF SE 1/4
Sec. 25 - T12S-R23E

A = 54°22'38"
R = 430.64'
L = 409.94'
T = 221.99'
C = 254.63'
ITB = N78°41'25"E

A = 58°38'29"
R = 585.95'
L = 160.07'
T = 80.54'
C = 158.56'
ITB = N58°35'56"E

17.01'
JOHNSON COUNTY PARK AND RECREATION DISTRICT
BOARD OF PARK AND RECREATION COMMISSIONERS

BRIEFING SHEET

Presented to: Parks & Golf Courses Committee  Meeting Date: 03/11/2019

Project Name/Identification: Olathe Trail Easement and Trail Funding Agreement

Contact: Bill Maasen, Superintendent of Parks & Golf Courses  Phone: 913 826-3437

**ISSUE:** Consider an agreement between Olathe and JCPRD to fund trail development adjacent to Cedar Niles Park and to grant an easement across Olathe property to be used for the Cedar Niles Park trail.

**BACKGROUND:** On June 21, 2017 the Board approved to enter into an agreement with the City of Olathe, granting $200,000 from the Trail Development Funding Program in JCPRD’s 2017 CIP, for development of approximately 2.34 miles paved Cedar Creek Trail between Cedar Lake and Lake Olathe, and that JCPRD purchase from the City of Olathe a permanent recreation easement of approximately 73 acres, located adjacent to JPRD’s Cedar Niles Park property, utilizing land acquisition funds in an amount not to exceed $662,008, with payments for this easement to be made by JCPRD to the City of Olathe in the years 2018, 2019, and 2020. Since Board action, staff have been working with Olathe to formalize an agreement to share resources to expand trail opportunities within Cedar Niles Park and adjacent on Olathe property south of Lake Olathe. The agreement includes language defining how the funds will be shared and appropriate easements will be granted. A separate permanent trail easement requires approval per the agreement and is included as a part of this briefing sheet.

**ANALYSIS:** The funds for this project will come from the 2019 Capital Improvement Plan land acquisition line item ($662,008) and the trail development funds ($200,000) are from a trail development project fund originally set up in 2017.

**FUNDING REVIEW:** Are there funding implications involved? ☒No  ☐Yes  If Yes, explain: JCPRD will reimburse the City for trail construction south of Lake Olathe for a portion of the construction cost not to exceed $200,000 and also compensate the City $662,008 for an easement to use approximately 64 acres for park and recreation purposes.

**ALTERNATIVES:**

- Recommend consent approval as recommended by staff........................................................................... ☒
- Recommend consent approval as determined/modified by committee .........................................................
- Recommend discussion and action by the full Board at Board Meeting..............................................................
- Recommend denial of request.................................................................................................................................
- Table for additional consideration.......................................................................................................................
- Take no action............................................................................................................................................................
- Other:........................................................................................................................................................................

If other, explain:

Consequences or additional Information (if any):

**LEGAL REVIEW:** Is legal counsel review required? ☐ No  ☒ Yes  If yes, explain: Legal counsel has approved the “Agreement” and “Easement” as to form.

**SUGGESTED RECOMMENDATION/MOTION:**

It was the consensus of the committee to recommend Board consent approval an “Agreement Between the City of Olathe and Johnson County Park & Recreation District” and to approve a “Permanent Trail and Recreational Easement” on property owned by the City of Olathe.
SUPPORTING DOCUMENTATION:
1. Agreement
2. Permanent Easement
AGREEMENT
BETWEEN THE CITY OF OLATHE, KANSAS
AND BOARD OF COMMISSIONERS OF THE
JOHNSON COUNTY PARK AND RECREATION DISTRICT FOR
THE DEVELOPMENT OF TRAILS

THIS AGREEMENT is entered into this _____ day of ______________, 2019
("Effective Date"), between the City of Olathe, Kansas, a municipal corporation ("City")
and Board of Commissioners of the Johnson County Park and Recreation District, a
political subdivision of the State of Kansas, ("JCPRD"). City and JCPRD (collectively,
"Parties"), in consideration of the mutual covenants hereinafter set forth agree as
follows:

ARTICLE I
Purpose and Authority

1. The purpose of this Agreement is to establish the responsibilities of the Parties for
the funding and construction of improvements to the trails located in and around
Cedar Lake and Lake Olathe.

2. K.S.A. 12-2908 authorizes a municipality to enter into a contract with another
municipality to perform any governmental service, activity, or undertaking which
each contracting municipality is authorized to perform.

ARTICLE II
Responsibilities of the Parties

1. Trail Partnership

A. The City will build a 2.34 mile paved trail connecting Cedar Lake and Lake Olathe
("Project"). The City and JCPRD agree that the project is of mutual benefit to both
Parties.

B. JCPRD will reimburse the City an amount of $200,000 of project costs. To receive
reimbursement, the City must complete the portion of the Project from Cedar Lake
to 135th Street (Santa Fe Street) where the trail connects to Cedar Niles Park.

C. The City will present proof of expenditures on the project to JCPRD. JCPRD will
promptly reimburse City Project costs, in an amount not to exceed $200,000.
2. Land Acquisition

A. The City will convey a permanent recreation easement by separate instrument to JCPRD a 65+/- acres of City-owned land, depicted on the map and legal description in Exhibit A, which is attached to and hereby incorporated into this agreement.

B. JCPRD will pay City a total amount of $662,008 for the permanent recreation easement. JCPRD may elect to complete payments at any time prior to the end of the 2020 JCPRD fiscal year. However, JCPRD may not begin construction on the easement property until the entire contract amount of $662,008 is paid.

ARTICLE III
Duration

1. Duration. It is contemplated that the term of this Agreement is perpetual.

2. Termination. Either party may terminate this Agreement upon written notice, of not less than ninety (90) days, to the other party. Said notice will include the reason(s) for termination and the defaulting party will have ninety (90) days to cure the defect(s) before the Agreement may be terminated.

ARTICLE IV
Indemnification and Insurance

1. To the fullest extent permitted by law, the City will indemnify and hold harmless the County, and its agents, officials and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or wrongful conduct of the City, its agents, officials and employees and other persons employed or utilized by the City in the performance of the agreed upon services.

2. To the fullest extent permitted by law, the County will indemnify and hold harmless the City, and its agents, officials and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or wrongful conduct of the County, its agents,
officials and employees and other persons employed or utilized by the County in the performance of the agreed upon services.

ARTICLE V
Applicable Law

The Agreement is entered into and will be controlled by the laws of the State of Kansas. The District Court of Johnson County, Kansas will be the sole venue for litigation of any dispute arising under this Agreement.

ARTICLE VI
Modifications

The parties agree these writings represent the total Agreement between the parties. Any additions or modifications to this Agreement must be evidenced in writing and signed by both parties.

ARTICLE VII
Severability

Should any provision of this Agreement for any reason be deemed or ruled illegal, invalid or unconstitutional by any court of competent jurisdiction, no other provision of this Agreement will be affected; and this Agreement will then be construed and enforced as if such illegal, invalid or unconstitutional provision had not been contained herein.

BY: CITY OF OLATHE, KANSAS

[Signature]
Mayor

ATTEST:

[Signature]
Deputy City Clerk

CITY OF OLATHE
STATE OF KANSAS
officials and employees and other persons employed or utilized by the County in the performance of the agreed upon services.

ARTICLE V
Applicable Law

The Agreement is entered into and will be controlled by the laws of the State of Kansas. The District Court of Johnson County, Kansas will be the sole venue for litigation of any dispute arising under this Agreement.

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The parties agree these writings represent the total Agreement between the parties. Any additions or modifications to this Agreement must be evidenced in writing and signed by both parties.

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Should any provision of this Agreement for any reason be deemed or ruled illegal, invalid or unconstitutional by any court of competent jurisdiction, no other provision of this Agreement will be affected; and this Agreement will then be construed and enforced as if such illegal, invalid or unconstitutional provision had not been contained herein.

BY: CITY OF OLATHE, KANSAS

Mayor

ATTEST:

Deputy City Clerk

CITY OF OLATHE OFFICIAL SEAL
STATE OF KANSAS
EASEMENT EXHIBIT

Legal description for Mountain Bike/Walking Trail Easement:

All that part of the Northwest Quarter of Section 20, Township 39 South, Range 29 East, Sixth Principal Meridian, Johnson County, Kansas described as follows: Beginning at the Northeast corner of the Northwest Quarter of said Section 20; thence South 84 degrees 20 minutes 13 seconds West, along the North line of the Northwest Quarter of said Section 20, a distance of 830.60 feet; thence South 05 degrees 31 minutes 04 seconds East, a distance of 167.58 feet; thence North 88 degrees 25 minutes 50 seconds East, a distance of 932.63 feet; thence South 31 degrees 30 minutes 50 seconds East, a distance of 313.65 feet; thence South 04 degrees 08 minutes 15 seconds East, a distance of 194.59 feet to the point of beginning containing 2,794,385 square feet or 64.15 acres more or less, subject to that part in right of ways or easements.

PREPARED BY:
MIKE LATEL, PLA
ASA PARK PROJECT COORDINATOR
100 EAST SANTA FE
CLATHE, KANSAS 66026
PHONE: (913) 971-6659

PREPARED BY:
ALLERHAND-BREWS & ASSOCIATES, INC.
122 W. WATER STREET
CLATHE, KANSAS 66026
PHONE: (913) 764-1076
FAX: (913) 764-6526
PREPARED 2-19-2019

EASEMENT EXHIBIT

PT. OF NW 1/4
SECTION 20-13-23
CLATHE, JOHNSON COUNTY, KANSAS

AD PROJECT # 24381 (OLD 34286)
20-13-23 EASEMENT EXHIBIT
PERMANENT BIKE TRAIL & RECREATIONAL EASEMENT

THIS AGREEMENT, made and entered into this _____ day of __________, 201__, by and between the CITY OF OLATHE, KANSAS, a Municipal Corporation, hereinafter called Grantor, and the BOARD OF COMMISSIONERS OF THE JOHNSON COUNTY PARK AND RECREATION DISTRICT, a political subdivision of the State of Kansas, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

SECTION ONE
GRANT OF EASEMENT

In consideration of One and No/100 Dollar ($1.00), in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to increased water run-off or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, the Grantor hereby grants and conveys unto the Grantee, its successors and assigns a permanent bike trail and recreational easement, with the right to reasonable ingress and egress thereto, for the purposes of laying, constructing, operating, inspecting, maintaining, altering, repairing, replacing, substituting, relocating, adding to, and removing of the bike trail on, in, over, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

SEE EASEMENT EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.
Grantor does hereby covenant and promise to the Grantee that the described real estate is free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind.

If Grantor has to perform maintenance work for its wastewater treatment facilities, conveyance systems, and associated appurtenances within the bike/hike trail area, Grantee will be responsible for restoration of the bike/hike trail.

SECTION TWO
TERM

The rights granted herein shall be possessed and enjoyed by the Grantee, its successors and assigns, so long as the bike trail and/or other recreational appurtenances constructed pursuant hereto shall be maintained and operated by the Grantee, its successors and assigns. This easement shall be used by Grantee to build and maintain a bike/hike trail and for no other purpose without the written consent of Grantor. Should the bike/hike trail, or any part thereof be vacated, the same shall revert to Grantor, its, successors and assigns.

SECTION THREE
ASSIGNMENTS

The rights granted herein shall not be assignable together or separately nor in whole or in part without the written permission of both parties.

SECTION FOUR
WARRANTY OF TITLE

Grantor covenants and warrants that it is the owner of the premises and has the right, title and capacity to grant the easement herein conveyed.

SECTION FIVE
EFFECT OF AGREEMENT

This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.
GRANTOR:

CITY OF OLATHE, KANSAS,
A Municipal Corporation

By: __________________________
    J. Michael Wilkes, City Manager

ATTEST:

(SEAL)

David F. Bryant, III, Deputy City Clerk

Property Address: None

Mailing Address: P. O. Box 768
                Olathe, KS 66051-0768

ACKNOWLEDGMENT

STATE OF KANSAS )
                     ) ss:
COUNTY OF JOHNSON )

BE IT REMEMBERED, that on this _______ day of __________________, 201__, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came J. MICHAEL WILKES, City Manager of the City of Olathe, Kansas, and DAVID F. BRYANT, III, Deputy City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

_______________________________
Notary Public

My Appointment Expires:

_______________________________

02/22/2019
GRANTEE:

BOARD OF COMMISSIONERS OF THE
JOHNSON COUNTY PARK AND
RECREATION DISTRICT,
A Political Subdivision of the State of Kansas

By: ______________________________

Printed Name: ______________________________

Title: ______________________________

ATTEST:

By: ______________________________

Printed Name: ______________________________

Title: ______________________________

ACKNOWLEDGMENT

STATE OF ___________ )

) ss:

COUNTY OF ___________ )

BE IT REMEMBERED, that on this ______ day of __________________, 201_,
before me, the undersigned, a Notary Public in and for the County and State aforesaid,
came ______________________________ (Name), ______________________________ (Title)
and ______________________________ (Name), ______________________________ (Title)
of the Board of Commissioners of the Johnson County Park and Recreation District, a
political subdivision of the State of Kansas, who are personally known to me to be the
same persons who executed as such officer(s)/member(s) the foregoing instrument of
writing on behalf of said entity and said persons duly acknowledged the execution of the
same to be the act and deed of said entity.

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

____________________________________
Notary Public

Printed Name: ______________________________

My Appointment Expires:

____________________________________

02/22/2019
Presented to: Parks & Golf Courses Committee  Meeting Date: 03/11/2019

Project Name/Identification: Memorandum of Understanding with Urban Trail Co.

Contact: Bill Maasen, Superintendent of Parks & Golf Courses  Phone: 913-826-3437

**ISSUE:** Consider a revised Memorandum of Understanding with Urban Trail Co. to provide single track (hiking and biking) trail construction and support at a variety of JCPRD park locations.

**BACKGROUND:** Urban Trail Co., formerly known as Earth Riders Trails Association, has been a volunteer and support organization providing trail construction and maintenance at a variety of JCPRD parks, including Kill Creek, Shawnee Mission and Lexington Lake over ten years. This agreement is an annual update/renewal.

**ANALYSIS:** Urban Trail Co. has assisted JCPRD with development of over 20 miles of this type of trail at no cost to JCPRD and the amenities provided are extremely popular.

**FUNDING REVIEW:** Are there funding implications involved? □ No  □ Yes – explain:

**ALTERNATIVES:**

<table>
<thead>
<tr>
<th>Staff Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Recommend consent approval as recommended by staff .................................................. ☑</td>
</tr>
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<td>• Table for additional consideration...............................................................................</td>
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<tr>
<td>• Take no action.............................................................................................................</td>
</tr>
<tr>
<td>• Other:.........................................................................................................................</td>
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</tbody>
</table>

Consequences or additional information (if any):

**LEGAL REVIEW:** Is Legal Counsel Review Required? □ No  ☑ Yes – JCPRD Legal Counsel has approved the MOU as to form.

**SUGGESTED RECOMMENDATION/MOTION:** It was the consensus of the committee to recommend Board consent approval of the Memorandum of Understanding with Urban Trail Co. as a volunteer organization that constructs and maintains JCPRD trails.

**SUPPORTING DOCUMENTATION:**

1. Memorandum of Understanding
MEMORANDUM OF UNDERSTANDING
BETWEEN
JOHNSON COUNTY PARK & RECREATION DISTRICT
AND
URBAN TRAIL CO.
(Formerly Known as Earth Riders Trails Association)
FOR JCPRD MOUNTAIN BIKE TRAILS

INTRODUCTION AND PURPOSE

Johnson County Park & Recreation District (hereinafter referred to as “JCPRD”) and the Urban Trail Co. (hereinafter referred to as “URBAN TRAIL”), a Missouri corporation, are interested in promoting mountain biking as an outdoor recreation and fitness activity and in developing and maintaining quality mountain bike trails and trail features for bikers of all ability levels at Shawnee Mission Park, Kill Creek Park, Lexington Lake Park, and other parks operated by JCPRD (PARKS), as mutually agreed upon.

This Memorandum of Understanding (MOU) identifies specific projects, including the design and construction of technical mountain bike trail features, trail maintenance, and trail patrol activities, which URBAN TRAIL volunteers have agreed to provide as a service to JCPRD, establishes the responsibilities and conditions under which this volunteer service will be provided, and delineates the responsibilities of JCPRD.

SCOPE OF THE AGREEMENT

Ownership of Improvements

All improvements constructed on JCPRD land shall be, and remain, the property of JCPRD. All materials, including records, data and other information acquired, developed or documented under this MOU shall be the property of the originating party, unless otherwise mutually agreed upon by both parties.

Term of Agreement

The term of this MOU shall commence on ________________, 2019 and extend through ________________, 2020, unless earlier terminated pursuant to the terms herein.

URBAN TRAIL Volunteers

URBAN TRAIL shall solicit the help of volunteers to provide volunteer work in PARKS as assigned by URBAN TRAIL under this agreement. Such volunteers are volunteers of URBAN TRAIL and shall not be considered employees of or volunteers for JCPRD. Volunteers are covered under and shall be supervised under the policies and procedures of URBAN TRAIL.

URBAN TRAIL Responsibilities

URBAN TRAIL shall have the following responsibilities:
1. Provide technical support to JCPRD in determining the location and design of technical features for the trails consistent with the planning ability level of each trail segment in accordance with the International Mountain Bike Association (IMBA) guidelines.

2. Provide and properly supervise its volunteers in construction of approved technical features and alignment changes.
   - Safely utilize tools owned by URBAN TRAIL or its volunteers and those tools which may be made available from JCPRD. All JCPRD tools shall be timely returned to the tool storage unit or other area as designated by JCPRD staff. Tool users shall record missing or damaged tools on a checklist and promptly report such missing or damaged tools to JCPRD staff.
   - Technical features and alignment changes must conform to IMBA guidelines and JCPRD-approved designs.
   - Train and supervise its volunteers in appropriate construction techniques in accordance with IMBA guidelines.
   - Identify a crew leader for its volunteers and submit their name and contact information to JCPRD staff for each park where trails are being constructed.
   - Coordinate volunteer work schedules and on-site planning and testing of technical features prior to an official public trail opening, as coordinated with JCPRD staff.
   - URBAN TRAIL volunteers may use bicycles for the on-site planning and testing of technical features prior to an official public trail opening, as coordinated with JCPRD staff.

3. Provide volunteers to assist with the inspection and hand-work maintenance of the trails.
   - By no later than March 1 and September 1 of each year of this MOU, URBAN TRAIL shall submit to JCPRD for its approval a schedule identifying a minimum timetable for regular inspections by URBAN TRAIL volunteers.
   - Ensure that all volunteers providing trail inspections have received proper training in trail inspection and maintenance responsibilities.
   - URBAN TRAIL volunteers are authorized to sculpt and/or remove downed trees found on the trail tread, subject to the provisions of Paragraph 4 hereafter.
   - Perform routine maintenance activities. In the event that URBAN TRAIL or its volunteer is unable to safely and promptly address an identified issue that may create an unsafe situation, the URBAN TRAIL volunteer shall promptly notify JCPRD staff.

4. Use of Chainsaws and Tree Removal by URBAN TRAIL volunteers.
   - Only individuals whom URBAN TRAIL has designated as “chainsaw operators” shall be allowed to operate chainsaws on JCPRD properties. Such designation shall only be granted by URBAN TRAIL to its volunteers who have been trained by URBAN TRAIL in the safe and proper use of chainsaws.
   - No live standing trees of native species over four (4) inches (except Oak trees), which shall be at two (2) inches or greater in diameter), shall be cut without first receiving approval from JCPRD staff.
   - Brush and small trees that are cut shall be scattered at least ten (10) feet off the trail and looped-up so that no portion extends more than three (3) feet above the ground.
Large trees up to twelve (12) inches in diameter that fall across the trail may be cut to clear passage for the bike trail, but the remaining portions of the trees shall be left in place, unless the remaining tree portions present an unsafe trail condition.

URBAN TRAIL shall notify JCPRD staff when there are fallen trees greater than twelve (12) inches in diameter that obstruct the bike trail. JCPRD crews shall be responsible for clearing such trees.

5. All recommendations shall be submitted to JCPRD for any significant trail alignment changes that may be proposed by URBAN TRAIL prior to volunteers carrying out their duties as outlined in the MOU. Changes that do not require JCPRD approval are alignment changes within ten (10) feet of the existing trail centerline and shorter than fifty (50) feet in length that do not involve the redesign of technical features on that portion of the trail. Any planned re-route within twenty (20) feet of a wetland will require JCPRD approval.

6. Recommend to JCPRD for consideration the types, locations and language for trail signs, including directional, cautionary and informational signs, and to install the signs if requested by JCPRD.

7. URBAN TRAIL or its designated volunteers shall monitor the trails’ conditions and are granted the power to close the trails when they are wet or otherwise subject to being damaged or degraded due to actual or threatened weather conditions, and to re-open the trails when such conditions are no longer present or threatening. A designated URBAN TRAIL representative may make recommendations to JCPRD staff as to when to otherwise close and re-open trails due to poor trail conditions or other unforeseen circumstances observed during trail patrol or maintenance activities.

8. Provide JCPRD with monthly volunteer hours and number of volunteers no later than the 5th day of the following month. Reports can be sent to cindy.lawrence@jocogov.org.

9. URBAN TRAIL shall abide by all current JCPRD Rules and Regulations, as well as any that are hereafter adopted and obey official area closures as authorized by appropriate JCPRD personnel.

10. URBAN TRAIL shall comply with the requirements of Section 3.13.4, entitled “Property Use By Special Interest Groups,” as set forth in the Operational Policies and Procedures chapter of the 2019 JCPRD Employee Manual as well as any future revisions or amendments thereto, and shall apply for the permit and provide the insurance required by JCPRD.

11. URBAN TRAIL shall have in full force and effect and shall maintain general liability insurance coverage for a minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate, with an umbrella coverage in the amount of Two Million Dollars ($2,000,000) per occurrence and Three Million Dollars ($3,000,000) in the aggregate as evidenced by a Certificate of Insurance. The insurance shall name JCPRD as a Certificate Holder and Additional Insured. URBAN TRAIL shall keep and maintain such insurance throughout the term of this MOU with an insurance company duly licensed to do business in the state of Kansas and acceptable to JCPRD, providing JCPRD a copy thereof.

12. URBAN TRAIL shall (a) notify each of its volunteers that they are volunteers of URBAN TRAIL and not volunteers of or to JCPRD; (b) inform each volunteer that JCPRD would have defenses to a
claim by a volunteer for tort claims, including personal injuries or death, under the Kansas Tort Claims Act, K.S.A. 75-6101, et seq. and amendments thereto; and (c) require that each volunteer shall have medical insurance coverage for personal injuries while acting as an URBAN TRAIL volunteer.

**JCPRD Responsibilities**

1. To provide technical support to URBAN TRAIL in determining the location and design of technical features for the trails in the park areas referenced, consistent with the planned ability level of the trail segment in accordance with the International Mountain Bike Association (IMBA) guidelines.

2. To review and approve design and implementation plans submitted by URBAN TRAIL for its authorized volunteer activities.

3. To purchase materials, if needed, to be used in the construction of approved technical features.

4. To loan hand tools to URBAN TRAIL for construction and maintenance activities, upon request and approval of the Region Manager.

5. To provide JCPRD maintenance staff support for approved work on a schedule agreed to by the Region Manager.

6. To provide hand tools in a locked storage unit on site and provide URBAN TRAIL access to the tool storage. A tool checklist shall be included in the storage unit.

7. To review recommended technical feature designs, construction schedules and trail maintenance schedules. Reviews may include engineering consultations pertaining specifically to footing design, member sizing, and connection design on complex features.

8. To recognize URBAN TRAIL contributions for trail design, technical feature design and construction and volunteer inspection and maintenance support, by appropriate signage at an appropriate location in a manner approved by JCPRD and to be coordinated through the region manager.

9. JCPRD may close the trail at such times and for such periods as it may determine and in such events, JCPRD shall notify URBAN TRAIL of trail closures by JCPRD or JCPRD events which affect the use of the trail for posting on the URBAN TRAIL web site.

**Hold Harmless Agreement**

JCPRD shall not be liable to URBAN TRAIL or to any third party for any act or failure to act on the part of URBAN TRAIL, its agents, employees or volunteers, and URBAN TRAIL specifically agrees to indemnify, save and hold JCPRD free and harmless from any and all losses, damages, costs, expenses and/or judgments arising out of URBAN TRAIL’s agreements and undertakings under this MOU that are caused, in whole or in part, by the negligent or other actionable fault of URBAN TRAIL, its officers, agents, employees or volunteers. URBAN TRAIL acknowledges that JCPRD may have defenses to tort claims under the Kansas Tort Claims Act, K.S.A. 75-6101, et seq. and amendments thereto.
Termination of MOU

This MOU may be terminated by either party upon delivery of 30-day written notice to the other party.

Amendment of Agreement

This MOU shall not be altered, changed or amended except by mutual written agreement of the parties.

JCPRD Contact:
Bill Maasen, Superintendent of
   Parks & Golf Courses
7900 Renner Road
Lenexa, KS  66219
P 913.826.3437 / Bill.maasen@jocogov.org

URBAN TRAIL CO. Contact:
Sean Cairns
15301 West 84th Terrace
Lenexa, KS  66219
C 816.536.2647 / seancairns@gmail.com
IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding as of this _____ day of _________________, 2019.

JOHNSON COUNTY PARK & RECREATION DISTRICT
By: ____________________________
    Steve Baru, Board Chair

URBAN TRAIL CO.
By: ____________________________
    ____________________________, President
    (Print Name)

Approved as to Form:

By: ____________________________
    Fred J. Logan, JCPRD Legal Counsel
Project Name/Identification: Water District Number 1 Permanent Easements near 167th and Quivira Road

Contact: Bill Maasen, Superintendent of Parks & Golf Courses
Phone: 913 826-3437

ISSUE: Consider two small permanent easements for Water District Number 1 of Johnson County to accommodate relocation of a water main related to widening of Quivira Road for the City of Overland Park.

BACKGROUND: Quivira Road will be widened by the City of Overland Park and Waterone is required to move its utilities as a part of this project. There is no offer of additional consideration for these small easements from Waterone.

ANALYSIS: None.

FUNDING REVIEW: Are there funding implications involved?  No  Yes  If Yes, explain:

ALTERNATIVES:
- Recommend consent approval as recommended by staff ..........................................................  Yes
- Recommend consent approval as determined/modified by committee ........................................  No
- Recommend discussion and action by the full Board at Board Meeting ....................................  No
- Recommend denial of request ..................................................................................................  No
- Table for additional consideration .........................................................................................  No
- Take no action .........................................................................................................................  No
- Other: .......................................................................................................................................  No

If other, explain:

Consequences or additional Information (if any):

LEGAL REVIEW: Is legal counsel review required?  No  Yes  If yes, explain: Legal counsel has approved of the easements as to form.

SUGGESTED RECOMMENDATION/MOTION:

It was the consensus of the committee to recommend Board consent approval of two water line easements with Water District Number 1 near 167th and Quivira.

SUPPORTING DOCUMENTATION:
1. Easement (north)
2. Easement (south)
3. Easement Exhibit
GRANT OF A PERMANENT EASEMENT

KNOW ALL BY THESE PRESENTS that JOHNSTON COUNTY PARK AND RECREATION DISTRICT, the Grantor herein, for and in consideration of the sum of One Dollar ($1.00), the receipt whereof is hereby acknowledged, and other good and valuable considerations, including the installation of a public water main, does by these presents grant and convey unto WATER DISTRICT NO. 1 OF JOHNSON COUNTY (KANSAS), a quasi-municipal corporation, the Grantee herein, its successors and assigns, a permanent easement for right-of-way, across, over, and under the following described land, to wit:

All that part of the Southwest 1/4 of Section 14, Township 14 South, Range 24 East in the City of Overland Park, Johnson County, Kansas, described as follows: Beginning at the intersection of the Northerly line of a tract of land deeded to Johnson County Park and Recreation District recorded in Book 200604 at Page 006260 and the Easterly right-of-way line of Quivira Road established by Deed of Dedication recorded in Book 201811 at Page 007166; thence South 61° 58' 06" East, along the Northerly line of said tract of land deeded to Johnson County Park and Recreation District, a distance of 33.12 feet; thence South 2° 58' 09" West, a distance of 169.81 feet to a point on the Easterly right-of-way line of said Quivira Road; thence North 65° 19' 01" West, along said Easterly right-of-way line, a distance of 20.68 feet to a point on the Easterly line of an easement granted to WaterOne recorded in Book 201502 at Page 006883; thence North 1° 59' 10" West, along the East line of said easement, a distance of 124.89 feet to a point on the aforesaid East right-of-way line of Quivira Road; thence North 2° 58' 19" East, a distance of 51.76 feet to the point of beginning.

The rights reserved to Water District No. 1 of Johnson County (Kansas) as the Grantee herein, and hereinafter called the "DISTRICT" and the rights reserved to the Grantor are as follows, to wit:
The DISTRICT, its successors and assigns, shall have the right to perpetually survey and test soil conditions; to excavate, fill, regrade, construct, rebuild, remove and relocate within said easement water distribution or transmission main or mains and all related equipment, together with the right of access to and from such easement for its employees, agents, contractors, vehicles, materials and equipment. The DISTRICT shall have the right to remove, trim and clear away any interfering trees, rocks, shrubs, roots, limbs or surfacing materials, but within a reasonable time after completion of any such activity by the DISTRICT it shall completely fill and sufficiently tamp any excavation to an appropriate elevation to prevent settling, with any fence or improved surface restored to its former condition, grass areas reseeded and any cultivated, established lawn resodded, without the obligation of maintenance, all surplus soil, rock and debris completely removed from the premises, and compensation paid for any damages caused to growing crops.

Except for the "zone of non-interference" as hereinafter defined, the rights of the DISTRICT shall be non-exclusive in the following respects:

The Grantor, its licensees, tenants, lienholders, other easement holders, and the successors and assigns of the Grantor, may cultivate and fully use and enjoy the land within the easement, provided that such use shall not interfere with or jeopardize the construction, installation, maintenance, repair, operation, final grade or other activities of the DISTRICT granted or authorized by the terms of this Grant, and further provided that no permanent above-ground or subterranean structures, materials, stockpiling, or building shall be erected, constructed or stored on the easement, except that non municipal improvements such as roads, drives, parking lots (subject to limitations set forth herein), drainage facilities, whether paved or otherwise surfaced curbs, walks, overhead utility wires, underground utility conduit, pipes and sewers which are non-conflicting and outside of the zone of non-interference, and fences crossing at approximately right angles may be constructed, maintained and utilized by the Grantor, its licensees, tenants, lienholders and other easement holders, and the successors and assigns of the Grantor. In the event of parking lot construction in the easement area, dedicated parking spaces or areas within five (5) feet horizontally from the water main as constructed are prohibited.

In the event future public right-of-way expands over the easement described herein and the public entity expanding the right-of-way declines to relocate DISTRICT facilities outside an area of public improvements such as extensive landscaping, paving, private streets and other extraordinary improvements, the DISTRICT shall not be obligated to restore any existing aboveground improvements or aboveground improvements hereafter installed or constructed by public entity, its licensees, tenants, other easement holders, or the successors and assigns of public entity.
The rights of the DISTRICT shall be exclusive within the “zone of non-interference” defined as that subterranean area immediately adjoining each of the DISTRICT’S mains of a pipe size of sixteen (16) inches and smaller comprising a rectangular corridor along the variable course of the pipe extending vertically from two (2) feet below the pipe perimeter bottom, and two (2) feet horizontally from both lateral sides of the pipe perimeter, as installed. For mains of pipe sizes larger than sixteen (16) inches, the “zone of non-interference” is defined as that subterranean area immediately adjoining each such main comprising a rectangular corridor along the variable course of the pipe extending vertically from two (2) feet below the pipe perimeter bottom and four (4) feet horizontally from both lateral sides of the pipe perimeter, as installed. In the case of multiple pipes within the same easement where the zones of non-interference are contiguous or overlap, the outer boundaries of such contiguous or overlapping zones comprise an enlarged single zone. No excavations or installations of any kind shall be made by any utility or other excavator or installer within such zone of non-interference without the prior express written consent of the DISTRICT.

After completion of the initial construction of its water distribution or transmission main or mains, the DISTRICT, in exercising any right whatsoever herein acquired, may temporarily excavate or cut through any road, drive, surface, fence, curb, walk or other structure permitted herein, but shall as soon as reasonably possible replace and repair such fence or improved surface or other permitted structure to its former condition without the obligation of maintenance, reseed grass areas and resod cultivated, established lawn, and shall pay to the owner or its tenants, compensation for any damage caused to growing crops. The DISTRICT may also require the owner of any other permitted future structure or conduit, whether located above or below the ground surface within the easement, to adjust, move, support or protect such structure or conduit to permit the DISTRICT to exercise its rights herein acquired, but free of expense to the DISTRICT.

All persons acquiring rights to any part of the above described real estate from and after the date of recording of this instrument shall take subject to the prior rights of the DISTRICT in designating easements for its distribution or transmission main or mains as certified by the subsequent recording of a legal description of the course and width of the easement. Conflicts in land use and improvements resulting from the DISTRICT’S exercise of its rights within any part of the Grantor’s tract as above described shall be resolved in favor of the DISTRICT without any liability or expense on its part. Any required removal or relocation of improvements or activities by persons acquiring rights after the recording of this instrument in order to accommodate the DISTRICT in the exercise of its rights shall be done without delay, and the DISTRICT shall be indemnified and held harmless from all loss, damage or expense in the enforcement of its rights by such persons exercising subsequent rights resulting in conflicting activities or improvements.
TO HAVE AND TO HOLD, unto the said DISTRICT, its successors and assigns with all of the rights, privileges, appurtenances, and immunities thereto appertaining and belonging so long as used for the purposes herein described.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this _____ day of ____________________________, 20____.

Johnson County Park and Recreation District

By: ____________________________
   Steve Baru
   Board Chair

ATTEST:  
George Schlagel, Secretary

APPROVED AS TO FORM:
Legal Counsel

ACKNOWLEDGEMENT

STATE OF  KANSAS
COUNTY OF JOHNSON

BE IT REMEMBERED, that on this _____ day of ____________________, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Steve Baru, Board Chair of Park and Recreation Commissioners, on behalf of JOHNSON COUNTY PARK AND RECREATION DISTRICT, who is personally known to me to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

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

NOTARY PUBLIC SIGNATURE

My appointment expires:

PLEASE PRINT NAME
GRANT OF A PERMANENT EASEMENT

KNOW ALL BY THESE PRESENTS that JOHNSON COUNTY PARK AND RECREATION DISTRICT, the Grantor herein, for and in consideration of the sum of One Dollar ($1.00), the receipt whereof is hereby acknowledged, and other good and valuable considerations, including the installation of a public water main, does by these presents grant and convey unto WATER DISTRICT NO. 1 OF JOHNSON COUNTY (KANSAS), a quasi-municipal corporation, the Grantee herein, its successors and assigns, a permanent easement for right-of-way, across, over, and under the following described land, to wit:

All that part of Tract A, "JCPRD – VERHAEGHE PARK", a subdivision of land in the City of Overland Park, Johnson County, Kansas, described as follows: Beginning at a point on the Southerly line of said Tract A that intersects a line drawn 40.00 feet East of and parallel with the West line thereof, also being the Southeasterly corner of an easement granted to Water District No. 1 of Johnson County recorded in Book 201611 at Page 009596; thence North 74° 24' 06" East, along the Southerly line of said Tract A, a distance of 20.55 feet to a point on a line drawn 60.00 feet East of and parallel with the West line of said Tract A; thence North 2° 19' 16" West, along last said parallel line, a distance of 158.09 feet; thence South 87° 40' 44" West, a distance of 20.00 feet to a point on the East line of aforesaid easement granted to Water District No. 1; thence South 2° 19' 16" East, along last said line, a distance of 162.81 feet to the point of beginning.

The rights reserved to Water District No. 1 of Johnson County (Kansas) as the Grantee herein, and hereinafter called the "DISTRICT" and the rights reserved to the Grantor are as follows, to wit:

The DISTRICT, its successors and assigns, shall have the right to perpetually survey and test soil conditions; to excavate, fill, regrade, construct, rebuild, remove and relocate within said easement water distribution or transmission
main or mains and all related equipment, together with the right of access to and from such easement for its employees, agents, contractors, vehicles, materials and equipment. The DISTRICT shall have the right to remove, trim and clear away any interfering trees, rocks, shrubs, roots, limbs or surfacing materials, but within a reasonable time after completion of any such activity by the DISTRICT it shall completely fill and sufficiently tamp any excavation to an appropriate elevation to prevent settling, with any fence or improved surface restored to its former condition, grass areas reseeded and any cultivated, established lawn resodded, without the obligation of maintenance, all surplus soil, rock and debris completely removed from the premises, and compensation paid for any damages caused to growing crops.

Except for the "zone of non-interference" as hereinafter defined, the rights of the DISTRICT shall be non-exclusive in the following respects:

The Grantor, its licensees, tenants, lienholders, other easement holders, and the successors and assigns of the Grantor, may cultivate and fully use and enjoy the land within the easement, provided that such use shall not interfere with or jeopardize the construction, installation, maintenance, repair, operation, final grade or other activities of the DISTRICT granted or authorized by the terms of this Grant, and further provided that no permanent above-ground or subterranean structures, materials, stockpiling, or building shall be erected, constructed or stored on the easement, except that non municipal improvements such as roads, drives, parking lots (subject to limitations set forth herein), drainage facilities, whether paved or otherwise surfaced curbs, walks, overhead utility wires, underground utility conduit, pipes and sewers which are non-conflicting and outside of the zone of non-interference, and fences crossing at approximately right angles may be constructed, maintained and utilized by the Grantor, its licensees, tenants, lienholders and other easement holders, and the successors and assigns of the Grantor. In the event of parking lot construction in the easement area, dedicated parking spaces or areas within five (5) feet horizontally from the water main as constructed are prohibited.

In the event future public right-of-way expands over the easement described herein and the public entity expanding the right-of-way declines to relocate DISTRICT facilities outside an area of public improvements such as extensive landscaping, paving, private streets and other extraordinary improvements, the DISTRICT shall not be obligated to restore any existing aboveground improvements or aboveground improvements hereafter installed or constructed by public entity, its licensees, tenants, other easement holders, or the successors and assigns of public entity.

The rights of the DISTRICT shall be exclusive within the “zone of non-interference” defined as that subterranean area immediately adjoining each of the DISTRICT’S mains of a pipe size of sixteen (16) inches and smaller
comprising a rectangular corridor along the variable course of the pipe extending vertically from two (2) feet below the pipe perimeter bottom, and two (2) feet horizontally from both lateral sides of the pipe perimeter, as installed. For mains of pipe sizes larger than sixteen (16) inches, the “zone of non-interference” is defined as that subterranean area immediately adjoining each such main comprising a rectangular corridor along the variable course of the pipe extending vertically from two (2) feet below the pipe perimeter bottom and four (4) feet horizontally from both lateral sides of the pipe perimeter, as installed. In the case of multiple pipes within the same easement where the zones of non-interference are contiguous or overlap, the outer boundaries of such contiguous or overlapping zones comprise an enlarged single zone. No excavations or installations of any kind shall be made by any utility or other excavator or installer within such zone of non-interference without the prior express written consent of the DISTRICT.

After completion of the initial construction of its water distribution or transmission main or mains, the DISTRICT, in exercising any right whatsoever herein acquired, may temporarily excavate or cut through any road, drive, surface, fence, curb, walk or other structure permitted herein, but shall as soon as reasonably possible replace and repair such fence or improved surface or other permitted structure to its former condition without the obligation of maintenance, reseed grass areas and resod cultivated, established lawn, and shall pay to the owner or its tenants, compensation for any damage caused to growing crops. The DISTRICT may also require the owner of any other permitted future structure or conduit, whether located above or below the ground surface within the easement, to adjust, move, support or protect such structure or conduit to permit the DISTRICT to exercise its rights herein acquired, but free of expense to the DISTRICT.

All persons acquiring rights to any part of the above described real estate from and after the date of recording of this instrument shall take subject to the prior rights of the DISTRICT in designating easements for its distribution or transmission main or mains as certified by the subsequent recording of a legal description of the course and width of the easement. Conflicts in land use and improvements resulting from the DISTRICT’S exercise of its rights within any part of the Grantor’s tract as above described shall be resolved in favor of the DISTRICT without any liability or expense on its part. Any required removal or relocation of improvements or activities by persons acquiring rights after the recording of this instrument in order to accommodate the DISTRICT in the exercise of its rights shall be done without delay, and the DISTRICT shall be indemnified and held harmless from all loss, damage or expense in the enforcement of its rights by such persons exercising subsequent rights resulting in conflicting activities or improvements.
TO HAVE AND TO HOLD, unto the said DISTRICT, its successors and assigns with all of the rights, privileges, appurtenances, and immunities thereto appertaining and belonging so long as used for the purposes herein described.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this _____ day of ____________________________, 20____.

Johnson County Park and Recreation District

By: ______________________________
    Steve Baru
    Board Chair

ATTEST:                        APPROVED AS TO FORM:

George Schlagel, Secretary     Legal Counsel

ACKNOWLEDGEMENT

STATE OF KANSAS  )
     ss:           COUNTY OF JOHNSON )

BE IT REMEMBERED, that on this _____ day of ____________________, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Steve Baru, Board Chair of Park and Recreation Commissioners, on behalf of JOHNSON COUNTY PARK AND RECREATION DISTRICT, who is person-ally known to me to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

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

______________________________
 NOTARY PUBLIC SIGNATURE

______________________________
 PLEASE PRINT NAME

My appointment expires:
Legend

- Existing Easements

Proposed Water Easements
Quivira Road Reconstruction Relocations
(RA-16010)