



TO:

KCP&L <i>if south of Colbern Road</i>	Doug Davin	Doug.Davin@kcpl.com	fax 347-4327 phone 251-2647
KCP&L <i>if north of Colbern Road</i>	Nathan Michael	Nathan.Michael@kcpl.com	fax 347-4327 phone 347-4310
Spire (formerly MGE)	Katie Darnell	Katie.Darnell@spireenergy.com	fax 969-2223 phone 969-2247
AT&T	Carrie Cilke	cc3527@att.com	fax 275-1865 phone 703-4386
Time Warner Cable By Charter Communications, Inc.	Steve Baxter	Steven.Baxter@charter.com	fax 913-312-0014 phone 913-643-1928
COMCAST	Ryan Alkire	Ryan_Alkire@cable.comcast.com	fax 795-6948 phone 795-2218
Google Fiber	(Backup) Becky Davis	KC-Google-UC@google.com rebeccadavis@google.com	phone 913-725-8745
City of Lee's Summit	Nikia Chapman-Freiberger	Nikia.Chapman-Freiberger@cityofls.net	phone 969-1813


FROM: Hector Soto, Jr. (Hector.Soto@cityofls.net)

This item is tentatively scheduled for the January 26, 2023, meeting of the Planning Commission. Please email your response by **January 9, 2023**. If you have any questions, please call me or the applicant, Steve Buckeridge at 615-364-4079 or sbuckeridge@hammespartners.com.

X I have no objection to the requested vacation of the easement requested.

_____ I object to the proposed vacation because _____

Signature


[Alex Sammet \(Jan 5, 2023 09:02 CST\)](#)

Date

01/05/2023

Title

Manager ROW

Company

Spire

Development Services

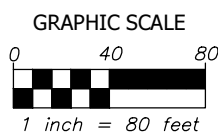
220 SE Green Street | Lee's Summit, MO 64063 | P: 816.969.1200 | F: 816.969.1221 | cityofLS.net

EASEMENT VACATION EXHIBIT

LOT 1A, HCA MIDWEST, LOTS 1A AND 1B

CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

MAP (SEE SHEET 2 FOR DESCRIPTION)



CUMBERLAND DRIVE

HCA MIDWEST,
LOTS 1A AND 1B

LOT 1A

S56°29'19"E
28.56'

299.85'

S52°31'26"W

27' S/E
BK 1-2675, PG 362

N52°31'26"E
311.13'

EASEMENT VACATION

230.87'

SANITARY SEWER

S60°53'24"W

POINT OF BEGINNING

N60°53'24"E
232.85'

N29°06'36"W
27.00'

N41°38'49"E
40.24'

POINT OF COMMENCING
SW CORNER, LOT 1A

NORTHERLY RIGHT-OF-WAY
LINE, BLUE PARKWAY
PER PLAT OF HCA MIDWEST

BLUE PARKWAY



Sheet:

1
OF
2

Drawn By: TAR

Project No: 034660

Field Date: N/A

Issue Date: 12.05.22

Project:

SANITARY SEWER

EASEMENT VACATION,

LOT 1A, HCA MIDWEST, LOTS 1A & 1B

CITY OF LEE'S SUMMIT,

JACKSON COUNTY, MISSOURI

Client:

ACI BOLAND ARCHITECTURE

1710 WYANDOTTE STREET,

KANSAS CITY, MO 64108



CIVIL ENGINEERING / SURVEYING / UTILITIES

712 State Avenue, Kansas City, KS 66101

Phone: (913) 371-5300

EASEMENT VACATION EXHIBIT

LOT 1A, HCA MIDWEST, LOTS 1A AND 1B

CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

MAP (SEE SHEET 2 FOR DESCRIPTION)

All that part of a Sanitary Sewer Easement, established in Book I-2675, Page 362, lying within Lot 1A, as shown on the Minor Plat of HCA MIDWEST, Lots 1A and 1B, recorded October 1, 2007, and filed as Instrument Number 2007E00127459, in the city of Lee's Summit, Jackson County, Missouri, said Tract being more particularly described by Joseph H. McLaughlin, PLS 2012018392, with BHC, CLS 2006009875-F, by metes and bounds as follows;

(Note: For corse orientation, the bearings in this description are based on the Northerly Right-of-Way line of Blue Parkway as now established, having a bearing of South 56° 56' 29" East, referenced to the Missouri State Plane Coordinate System, West Zone, NAD83.)

Commencing at the Southwest corner of Lot 1A, of the Minor Plat of HCA MIDWEST, LOTS 1A AND 1B, recorded October 1, 2007, and filed as Instrument Number 2007E00127459, in the city of Lee's Summit, Jackson County, Missouri;

Thence North 41° 38' 49" East, 40.24 feet, on North Right-of-Way line of said Blue Parkway as now established;

Thence South 56° 56' 29" East, 14.11 feet, on said North line, to a point on the Northerly line of a Sanitary Sewer Easement established in Book I-2675, Page 362;

Thence North 60° 53' 24" East, 47.13 feet, on said Northerly easement line, to the POINT OF BEGINNING of the easement vacation herein described;

Thence continuing North 60° 53' 24" East, 230.87 feet;

Thence North 52° 31' 26" East, 299.85 feet;

Thence South 56° 29' 19" East, 28.56 feet;

Thence South 52° 31' 26" West, 311.13 feet;

Thence South 60° 53' 24" West, 232.85 feet;

Thence North 29° 06' 36" West, 27.00 feet, to the POINT OF BEGINNING, said Tract containing 14,133 square feet, or 0.3244 acres.



Sheet:	TAR	Project No:	034660	Field Date:	12.05.22
2	Drawn By:	Issue Date:		Project:	
OF				SANITARY SEWER	
2				EASEMENT VACATION,	
				LOT 1A, HCA MIDWEST, LOTS 1A & 1B	
				CITY OF LEE'S SUMMIT,	
				JACKSON COUNTY, MISSOURI	

Client:

ACI BOLAND ARCHITECTURE

1710 WYANDOTTE STREET,

KANSAS CITY, MO 64108

BHC

CIVIL ENGINEERING / SURVEYING / UTILITIES

712 State Avenue, Kansas City, KS 66101

Phone: (913) 371-5300

11336289

12675P 362

CHARLESTON PARK OUTER ROAD &
UTILITIES, PHASE I

UTILITY EASEMENT

(CORPORATION)

THIS AGREEMENT, made this 31st day of March, 1995, by and between: TARQUAD CORPORATION a Corporation organized and existing under the laws of the County of St. Louis and the State of Missouri, Grantor, and the City of Lee's Summit, a Municipal Corporation of 207 S.W. Market, Lee's Summit, Jackson County, Missouri 64063, Grantee.

WITNESSETH, that the Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said Grantee, its successors and assigns, a Utility Easement over, along, across, and under the lands hereinafter described, including the right and privilege at any time and from time to time to enter upon said easement to lay, construct, install, operate, maintain, repair, replace and remove public utility lines, meters, vaults and all necessary appurtenances thereto over, under, through, across and upon the following described lands in Jackson County, Missouri, to-wit:

DESCRIPTION:

A 27 foot wide strip of land in the NW 1/4 of Section 10, Township 47, Range 31, in Lee's Summit, Jackson County, Missouri, being 13.5 feet on each side of the following described centerline; beginning at a point that is North 76° 05' 28" East 774.55 Feet from the Southwest corner of said Northwest 1/4, thence North 60° 53' 28" East 383.18 feet, thence North 52° 31' 30" East 305.49 feet, thence North 14° 30' 00" East 397.93 Feet to a point that is North 75° 30' 00" West 6.0 feet from an existing manhole and South 7° 47' 38" West 75.31 feet from the Southwest corner of Lot 56 in Ashton at Charleston Park, 2nd Plat.

GRANTEE, its successors and assigns, shall have the right of ownership, use and control of all utility lines, meters, vaults, and other equipment through the above described property and for all proper purposes connected with the installation, use, maintenance, and replacement of the utility lines (and other equipment), and with the attachment thereto of service lines of its consumers.

Page 2 - Utility Easement (Corporation)

GRANTOR hereby further grants unto the Grantee the right to use such portions of their land adjacent to the easement herein granted during construction of its facilities as are reasonable and necessary with the understanding that this is a temporary right which shall cease ninety (90) days after completion of the initial construction or no later than four (4) years from the date of execution of this easement, whichever shall occur first, and further that the premises shall be restored as far as practicable, and any damage to fences, crops, livestock, or personal property of the Grantor shall be made good by the Grantee.

GRANTOR agrees not to obstruct or interfere with the maintenance of such public utility lines, meters, vaults or connections, by erecting, or causing or allowing to be erected, any building or structure other than fences on said easement.

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

GRANTEE shall restore the ground insofar as practicable to its original condition, after the laying of said utility lines, or any subsequent maintenance or repair operations. Grantee further agrees that any trees, shrubbery, buildings, fences, or growing crops damaged during laying or maintenance operations, will be restored to original condition insofar as practicable. Grantee further agrees to restore driveways to as nearly the same conditions as existed prior to construction of the improvements herein described and to grade and sod lawn areas.

THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns of the Grantor.

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

IN WITNESS WHEREOF, the said Grantor(s) a Corporation, have caused these presents to be signed by its Vice President and attested by its Secretary, and its Corporate Seal to be hereto affixed this 31st day of March, 1995. If NO Corporate Seal, initial here _____.

ATTEST:

SIGNED:

As Secretary

V President

Printed Name:

Printed Name

CORPORATE SEAL AFFIXED

12675P 364

CORPORATION ACKNOWLEDGMENT

STATE OF Missouri
COUNTY OF St. Louis

ON THIS THE 31st day of March, 1995 before me, a Notary Public,
personally appeared:

proved to me on the basis of satisfactory evidence to be the person(s) who executed the within
instrument as Vice President or on behalf of the Corporation therein named, and
acknowledged to me that the Corporation executed it.

WITNESS my hand and official seal in the County and State aforesaid, the day and year first
above written.



/s/ Kimberly Ann Winter
Notary Public Signature

Kimberly Ann Winter
Printed or Typed Name

My Commission Expires:

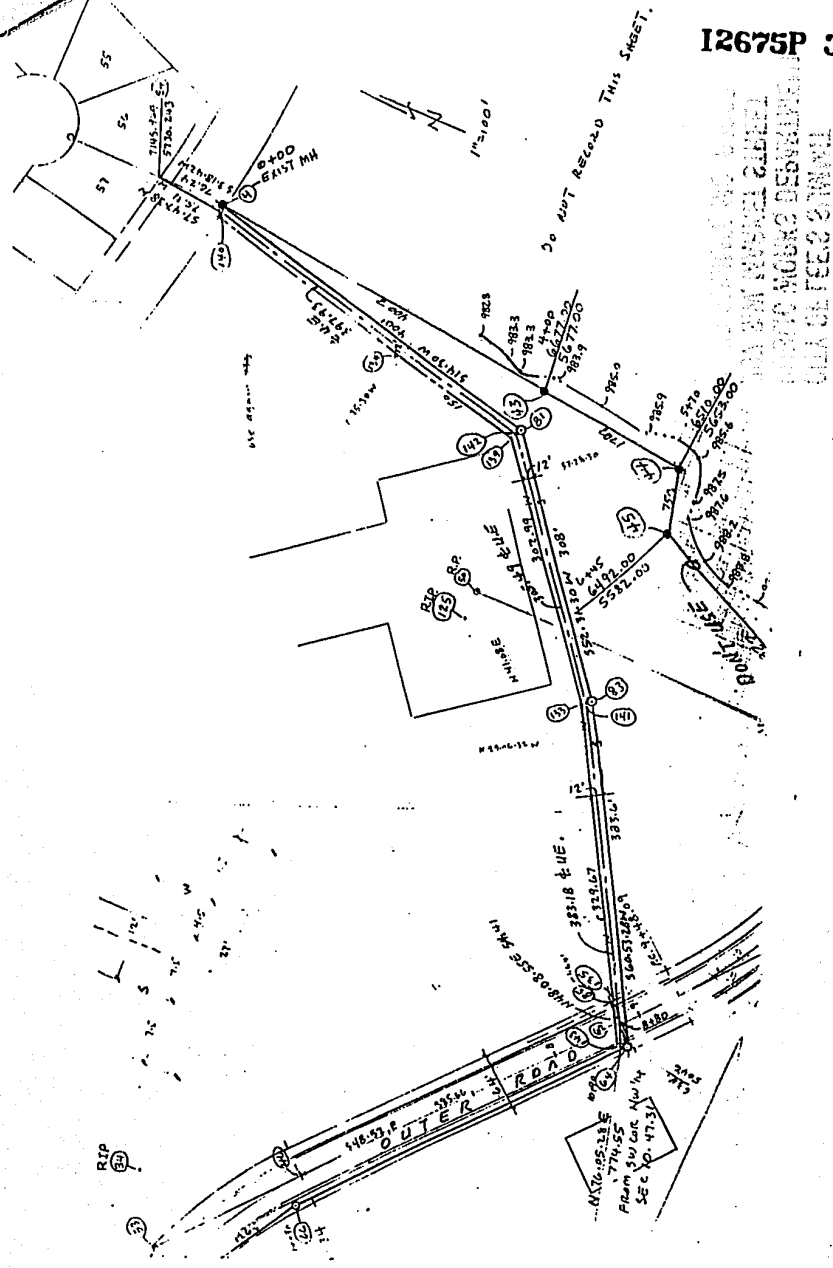
KIMBERLY ANN WINTER
County of St. Louis, State of Missouri
My Commission Expires January 2, 1996

300
300
400
1400
54.00
JH

STATE OF MISSOURI
COUNTY OF JACKSON
CERTIFICATE RECEIVED
1995 APR -5 P 12:15.0
12675P 362
DIRECTOR OF RECORDS

I2675P 365

12675P 365





Spire Missouri Inc.
700 Market St.
St. Louis, MO 63101

January 5th, 2023

City of Lee's Summit
Attn: Hector Soto, Jr.
220 SE Green St.
Lee's Summit, MO 64063

**Re: Vacation of Easement – 1950 SE Blue Pkwy
Application # PL2022-426**


Vacation: As shown on the attached "Easement Vacation Exhibit" sheets 1 through 2. Also being, all that part of a Sanitary Sewer Easement, established in Book I-2675, Page 362, lying within Lot 1A, as shown on the Minor Plat of HCA MIDWEST, Lots 1A and 1B, recorded October 1, 2007, and filed as Instrument Number 2007E00127459, in the City of Lee's Summit, Jackson County, Missouri.

City of Lee's Summit,

In response to your letter dated December 19th, 2022 relative to the above referenced easement vacation.


Please be advised that Spire Missouri Inc. ("Spire") has no facilities located within the area which is requested to be vacated.


Sincerely,


Alex Sammet (Jan 5, 2023 09:02 CST)

Alex Sammet
Right of Way Area Manager, Missouri
Spire Missouri Inc.

TJF:MRS
cc: Hector.Soto@cityofls.net

Engineering Dept. Approval: 
JMA

System Planning Approval: 
JVG

Signature: Jose Arellano
Jose Arellano (Jan 6, 2023 13:19 CST)

Email: jose.arellano@spireenergy.com

Signature: 
Jack V Gagan (Jan 6, 2023 13:50 CST)

Email: jack.gagan@spireenergy.com