

**From:** jsanders@jacksonmo.org  
**Sent:** Wednesday, August 10, 2022 4:18 PM  
**To:** 'Jacob & Jennifer Partridge'  
**Subject:** RE: DRAFT Memorandum of Understanding Regarding Retaining Wall

Jake,

We have had two other unusual cases where property owners were able to have an easement relocated, entirely at their expense, so they could construct something in the old easement location. Those also involved a Memorandum of Understanding defining their obligations and the city's obligations in that process and was only possible with cooperation of the neighboring property owners. The owner obligations in those MOUs included the following:

1. The owner negotiated agreement with the adjoining property owner for that owner to dedicate a new easement to the city on their property of the same width of the easement that would be abandoned and overlapping at the ends so that a continuous easement path of the same width existed at all locations. (It is likely that they paid the owner some price for that easement but those details were not provided to the city). The easement areas that currently have city utilities (and which do not appear to be in the path of your wall location) would need to remain in place.
2. The owner hired a surveyor to prepare the legal descriptions and exhibit plats of the new easement and the area of the easement to be abandoned to be used by the city who prepared the deeds for these.
3. The owner negotiated with any other non-city utilities located within the easement to relocate their utilities into the new easement location (after the new easement was in place). I'm sure there were costs to the property owner from those companies for those relocations, and of course there was significant time involved in the utility relocation. Since there are pedestals on each end of your property that may be cable or telephone, one or both of these could be involved in this case.
4. The owner was responsible for notification to the neighboring property of the timeframe of the proposed relocation of utilities into the new easement on the neighbor's property.
5. The owner was responsible for all property restoration of any utility relocation onto the new easement on all disturbed properties.
6. The city agreed to accept the new easement and then after all utility relocations abandon the necessary portion of the existing easement.
7. Once all of the above were completed (and any other conditions as part of the agreement) the City could issue a building permit for submitted construction plans and permit application that complied with our city building codes.

I have included just the conditions from those that would also pertain to your case. Depending on staff recommendations or Board requests, there could be some other conditions unique to yours, but if so, those would be discussed with you during the process of developing that type of MOU agreement. I don't know if you consider this method a viable option but it is a possible alternative that the Board may be willing consider.

Janet Sanders