

EXHIBIT 1 TO ORDINANCE

S 31 _____ QQ/Q
T 48N | Jackson County
R 31W | Missouri State

EASEMENT CONVEYANCE

THIS **EASEMENT** made and entered into this _____ day of _____, 2021, by and between **the City of Lee's Summit, Missouri**, a political subdivision of the State of Missouri, "**GRANTOR**" and **Evergy Missouri West, Inc., a Delaware 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: **Evergy**
Trenton S. Ellis, E.I.T.
Distribution Design Dept. 232
PO Box 418679
Kansas City, MO 64141-9679

Legal Description: See Exhibit A1 & B1 for Legal Descriptions. See Exhibits A2 & B2 for Illustrative Depictions.

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 Easement Tract as described below, to patrol, alter, conduct surveys, construct, erect, inspect, install, maintain, operate, rebuild, reconstruct, relocate, remove, renew, repair and replace electric and communication transmission and distribution lines and their appurtenances under varying conditions of operation, including the poles, towers, anchors, guys, crossarms, insulators, conductors, conduit, ducts, cables, and other fixtures and equipment appurtenant thereto for the transmission and/or distribution of electric energy and communications, with such communication usage limited to Grantee's transmission and distribution of electric energy, in, along, under, across and over the ("Easement Tract") in Exhibits "A1", "A2", "B1", and "B2" attached hereto and incorporated by reference herein (individually and in any combination referred to as the "Rights"), together with the right of ingress to and egress to and from the Easement Tract for the purpose of Grantee exercising the Rights ("Access Rights"). Grantee shall exercise the Rights and Access

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Rights in a reasonable and appropriate manner as determined in its good faith and when practicable, use existing roads and lanes.

In the exercise of the Rights and Access Rights, Grantee shall have the further right to erect and use gates in all fences that cross or obstruct the Access Rights or that shall hereafter cross or obstruct the Access Rights and also have the right to trim, remove, eradicate, cut and clear away any trees, limbs, brush and vines ("Woody Vegetation") on the Easement Tract or on routes exercised as Access Rights now or at any future time whenever in its judgment such Woody Vegetation will interfere with or endanger the exercise of the Rights or the Access Rights. All such Woody Vegetation shall be removed by Grantee unless otherwise mutually agreed to by Grantor and Grantee. In the event Grantee causes damage to Grantor from the exercise of the Rights or Access Rights, Grantee shall either cause the physical, material damage to be repaired or pay Grantor the reasonable cost of such work.

Grantor, its heirs, successors, assigns and lessees, may use and enjoy the Easement Tract, provided such use shall not, in the reasonable judgment of Grantee, interfere with or endanger Grantee's Rights. Grantee acknowledges that Grantor maintains right-of-way for vehicular traffic, and water and sewer lines and other utilities in the right-of-way in, under and around the Easement Tract.

LANDSCAPE CLAUSE

Grantor agrees to plant, install and maintain any and all landscaping required by city ordinance to screen utility structures located on the Easement Tract.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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

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EXHIBIT A1

A STRIP OF LAND IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 48 NORTH, RANGE 31 WEST, IN THE CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 47, RANGE 31; THENCE S 87°38'22" E, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER AND ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1082.76 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF NW MAIN STREET; THENCE N 28°56'52" W, ALONG SAID CENTERLINE, A DISTANCE OF 141.97 FEET; THENCE N 84°13'04" E, DEPARTING SAID CENTERLINE, A DISTANCE OF 27.19 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID NW MAIN STREET AND THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED HEREIN; THENCE CONTINUING N 84°13'04" E, A DISTANCE OF 19.88 FEET TO THE POINT OF TERMINUS.

THE SIDE LINES OF THE ABOVE DESCRIBED EASEMENT SHALL BE SHORTENED OR LENGTHENED TO BEGIN ON SAID EAST RIGHT OF WAY LINE OF NW MAIN STREET.

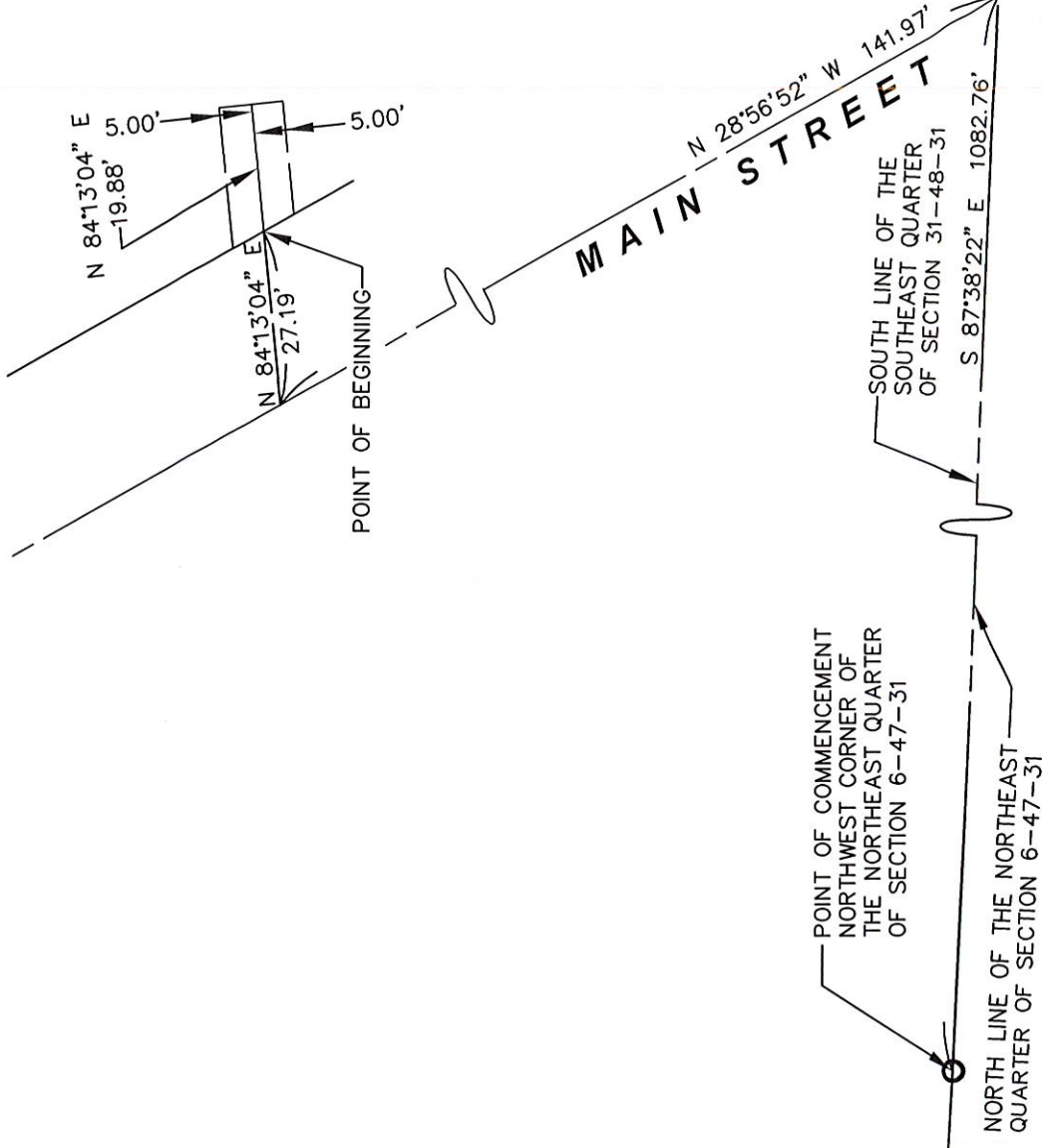
THE STRIP AS DESCRIBED ABOVE CONTAINS 199 SQUARE FEET, MORE OR LESS.



PHILIP J. HENEHAN, PLS #2079
ANDERSON SURVEY COMPANY
1270 NE DELTA SCHOOL ROAD
LEE'S SUMMIT, MISSOURI 64064
(816) 246-5050



EXHIBIT A2

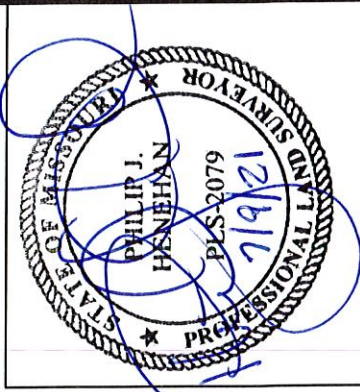


THE BEARING SYSTEM SHOWN
HEREON IS BASED ON THE
MISSOURI COORDINATE SYSTEM
OF 1983, WEST ZONE



ANDERSON
SURVEY COMPANY
1270 NE DELTA SCHOOL ROAD
LEES SUMMIT, MISSOURI 64063
(816) 246-5050

EXHIBIT A2
FOR: ENERGY
PROJECT: 50026665
PROPERTY LOCATION: CHIPMAN & NW MAIN ST.
DATE: DECEMBER 28, 2020; REV 2021-07-09
MISSOURI STATE CERTIFICATE OF AUTHORITY, 000076



31-48-31
20-11-42772-1
42772dwg.dwg
Chipman & Main

PHILIP J. HENEHAN, PLS #2079

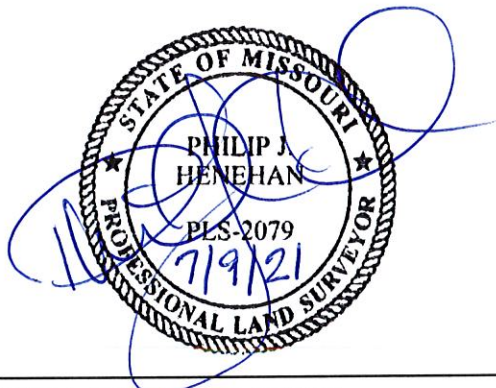
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EXHIBIT B1

A STRIP OF LAND IN LOT 7, SUMMIT PARK, A SUBDIVISION IN THE CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE N 28°56'52" W, ALONG THE WEST LINE OF SAID LOT 7 AND THE EAST RIGHT OF WAY LINE OF NW MAIN STREET, A DISTANCE OF 152.37 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED HEREIN; THENCE N 79°46'54" E, DEPARTING SAID RIGHT OF WAY LINE, A DISTANCE OF 28.74 FEET TO THE POINT OF TERMINUS.

THE SIDE LINES OF THE ABOVE DESCRIBED EASEMENT SHALL BE SHORTENED OR LENGTHENED TO BEGIN ON SAID EAST RIGHT OF WAY LINE OF NW MAIN STREET.

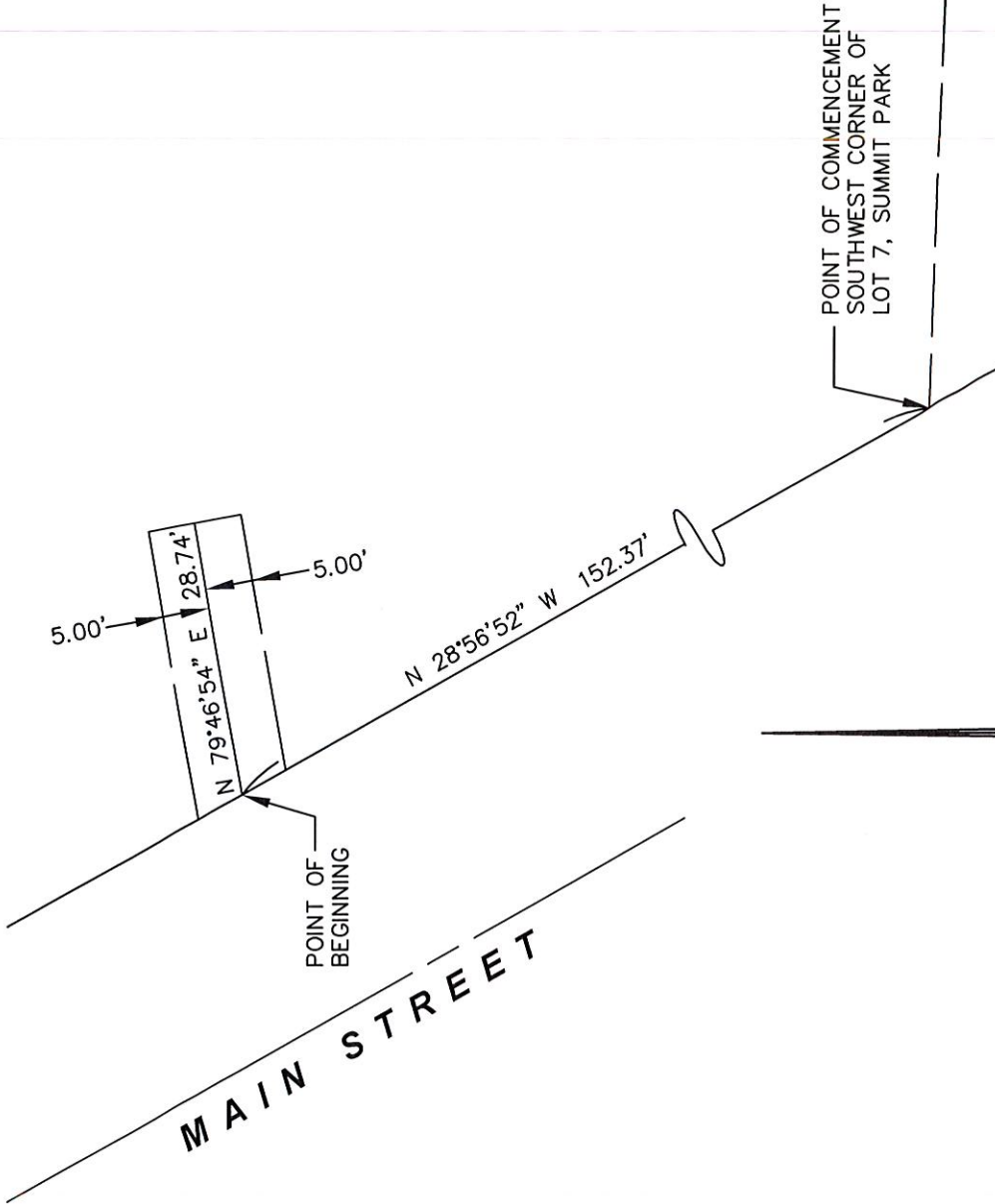
THE STRIP AS DESCRIBED ABOVE CONTAINS 287 SQUARE FEET, MORE OR LESS.



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EXHIBIT B2



ANDERSON
 SURVEY COMPANY
 1270 NE DELTA SCHOOL ROAD
 LEES SUMMIT, MISSOURI 64063
 (816) 246-5050

EXHIBIT B2
FOR: EVERGY
PROJECT: 50026665
PROPERTY LOCATION: LOT 7
DATE: DECEMBER 28, 2020; REV 2021-07-09
MISSOURI STATE CERTIFICATE OF AUTHORITY, 000076

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 HEREON IS BASED ON THE
 MISSOURI COORDINATE SYSTEM
 OF 1983, WEST ZONE



31-48-31
 20-11-42772-1
 42772dwg.dwg
 Lot 7



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