

EASEMENT

THIS AGREEMENT, made this _____ day of _____, 2017, by and between the City of Lee's Summit, a Municipal Corporation organized and existing under the laws of the State of Missouri, whose address is 220 S.E. Green, Lee's Summit, Jackson County, Missouri 64063, **Grantor**, and KCP&L Greater Missouri Operations Company, a Corporation organized and operating under the laws of the State of Missouri, **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**, a non-exclusive Easement for use by **Grantee**, to locate, construct, reconstruct, operate, repair and maintain facilities including, but not limited to, public utility lines, meters, vaults and all necessary appurtenances thereto upon, over, under and along the following described lands in Jackson County, Missouri, to-wit:

All that part of Lot 1, Water Utilities Facility, Lot 1, a minor subdivision in Lees Summit, Jackson County, Missouri, described as follows:

Commencing at the southeast corner of said Lot 1, thence N02°18'35"E, along the east line thereof, 23.18 feet to the Point of Beginning; thence continue N02°18'35"E, 15.00 feet; thence departing said east line, N87°41'25"W, 265.00 feet; thence S02°18'15"W, 38.59 feet to the south line of said Lot 1; thence S87°46'46"E, along said south line, 15.00 feet; thence departing said south line, N02°18'15"E, 23.57 feet; thence S87°41'25"E, 250.00 feet to the Point of Beginning. Containing in all 4,329 square feet, more or less.

Grantee shall have the right of ownership, use and control of the utility lines, meters, vaults, and other equipment which **Grantee**, its successors and assigns, may place 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. **Grantee** shall not have any ownership right in any facilities placed by other parties in the above easement area.

Grantor agrees not to obstruct or interfere with the use, operation or maintenance of such public utility lines, meters, vaults or connections, by erecting, or causing or allowing to be erected, any building or structures on or within said easement.

Grantee agrees that if it, or its successors and assigns, ever abandons or is granted a vacation of this Easement, it shall remove all of its facilities from the lands described herein within sixty (60) days from the date of said abandonment or vacation at its sole expense.

Grantor and **Grantee** agree as further consideration for the granting of this easement that if **Grantor** ever undertakes a public works project which requires re-location of **Grantee's** facilities in the lands described herein, such relocation shall be performed within a reasonable period of time at **Grantee's** sole expense.

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.

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 both the **Grantor and Grantee**.

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, **Grantor**, has caused these presents to be signed by its Mayor and attested by its City Clerk, this _____ day of _____, 2017:

City of Lee's Summit, Missouri:

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On this ____ day of _____, 2017, before me appeared Randall L. Rhoads, to me personally known, who, being by me duly sworn did say that he or she is the Mayor of the City of Lee's Summit, and that said instrument was signed in behalf of said city by authority of its City Council, and said Mayor Randall L. Rhoads acknowledged said instrument to be the free act and deed of said City.

Notary Public Signature

Print Name