

## SIDEWALK AND UTILITY EASEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between: M-III Longview, LLC, a Limited Liability Company organized and existing under the laws of the State of Delaware, **GRANTOR**, and 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, **GRANTEE**, dealing with a SIDEWALK EASEMENT and a UTILITY EASEMENT over the same legally described tracts with said UTILITY EASEMENT being subject to the SIDEWALK EASEMENT.

### SIDEWALK EASEMENT

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 concrete sidewalk easement over, along, and across a portion of Grantor's property situated in Jackson County, State of Missouri, and said portion of land legally described on **Exhibit A** attached hereto and made a part hereof, and as shown on **Exhibit B** attached hereto and made a part hereof, including the right and privilege at any time and from time to time enter upon said easement to construct, maintain, inspect, replace and remove such sidewalk (the "**Easement**") but for no other purposes except as expressly granted herein or a separate document.

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto **GRANTEE**, its successors and assigns until the use of the **Sidewalk Easement** is relinquished or abandoned, including the right to clear and trim shrubs, trees, overhanging branches, roots, brush and other obstructions in the **Sidewalk Easement**.

**GRANTEE**, its successors and assigns, shall maintain such portion of the **Sidewalk Easement** as in its judgment and discretion should be a paved sidewalk in good condition and repair. Further, **GRANTOR** reserves the right to use and enjoy its interests in the **Sidewalk Easement** and the right of public pedestrian traffic to use the **Sidewalk Easement**.

### UTILITY EASEMENT

WITNESSETH and subject to GRANTEE's rights existing under the SIDEWALK EASEMENT conveyed herein, **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 Permanent 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, operate, maintain, repair, replace and remove public utility lines, meters, vaults and all necessary appurtenances thereto and **existing on the date of this conveyance**, over, under, through, across and upon the said portion of land legally described on **Exhibit A** attached hereto and made a part hereof, and as shown on **Exhibit B** attached hereto and made a part hereof. This grant shall not convey or provide to any owner, operator or utility of any nature to enter into the legally described areas for the purpose of constructing new lines or facilities for any type of utility service or by any utility company or provider that is not presently within the portion of land legally described herein or is the **GRANTEE**. This conveyance expressly intends and requires that new utility owners, operators or companies who are not the City of Lee's Summit, Missouri, shall be required to obtain written consent from GRANTOR and GRANTEE before entering into and/or using such UTILITY EASEMENT described and conveyed herein.

**GRANTEE**, itself for future utility use and its successors and assigns who presently own or control utility facilities within the legally described easement area, 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.

**GRANTOR** agrees not to obstruct or interfere with the maintenance, replacement, repair or upgrading of existing facilities or those installed by the **GRANTEE** itself, 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, for actions taken by GRANTEE**, shall restore the ground and sidewalk improvements insofar as practicable to their condition existing prior to the performance of any repairs, replacements or upgrades 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 by **GRANTEE**, will be restored to their condition existing prior to the performance of any repairs, replacements or upgrades insofar as practicable. **GRANTEE** further agrees to restore driveways to as nearly the same conditions as existed prior to construction of the improvements by **GRANTEE** herein described and to grade and sod lawn areas.

**GRANTOR**, to the fullest extent allowed by law, including, without limitation, section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easements rights herein granted.

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

THIS GRANT and easements 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**, a Limited Liability Company, has caused these presents to be signed by its \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**M-III Longview, LLC**  
a Delaware limited liability company

By: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF MISSOURI        )  
COUNTY OF JACKSON     )

ON THIS THE \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public, personally appeared:

\_\_\_\_\_  
Printed Name(s)

proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as \_\_\_\_\_ on behalf of the Limited Liability Company therein named, and acknowledged to me that the Limited Liability Company executed it.

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

/s/ \_\_\_\_\_  
Notary Public Signature

Notary Public Signature

Printed or Typed Name

My Commission Expires:

**CITY OF LEE'S SUMMIT, MISSOURI**

\_\_\_\_\_  
Mayor Randall L. Rhoads

ATTEST:

\_\_\_\_\_  
City Clerk Denise R. Chisum

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy K. Yendes, Chief of Council of Infrastructure and Planning  
Office of the City Attorney