

_____ (Space Above this Line for Recording Data) _____

Title(s) of Document: **Quit Claim Deed and Assignment of Sanitary Sewer Easements, Rights of Way and Infrastructure**

Date of Document: _____

Grantor(s): City of Lee's Summit, Missouri

Grantor's Address: 220 SE Green Street, Lee's Summit, Missouri 64063

Grantee(s): City of Kansas City, Missouri

Grantee's Address: _____

Full Legal Description: SEE EXHIBIT A

Reference Book(s) and Page(s): N/A

**QUIT CLAIM DEED AND
ASSIGNMENT OF SANITARY SEWER LINE EASEMENTS, RIGHTS OF WAY AND INFRASTRUCTURE**

THIS ASSIGNMENT OF SANITARY SEWER LINE EASEMENTS, RIGHTS OF WAY, AND INFRASTRUCTURE is made and entered into this ____ day of _____, 2017, by and between THE CITY OF LEE'S SUMMIT, MISSOURI, a Missouri municipal corporation, with a mailing address of 220 SE Green Street, Lee's Summit, Jackson County, Missouri 64063, (hereinafter "Grantor"), and THE CITY OF KANSAS CITY, MISSOURI, a Missouri municipal corporation, of Jackson County, Missouri, with a mailing address of _____ (hereinafter "Grantee").

WITNESSETH:

WHEREAS, Grantor was granted a Sanitary Sewer Lines Easement (hereinafter "Sanitary Sewer Lines Easement") on or about August 15, 1977, as evidenced by Jackson County Certified Instrument No. I297591; and

WHEREAS, Grantor owns and operates a sewer interceptor which it constructed within the Boggs Hollow Watershed in 1976 ("Boggs Hollow Interceptor") , and the Boggs Hollow Interceptor lies within the corporate limits of both Grantee and Grantor, with one existing main connection in the corporate limits of Grantor and five existing main connections existing in the corporate limits of Grantee; and

WHEREAS, the parties entered into a Cooperative Agreement for Reciprocal Sewer Service on September 1, 1966 and amended that agreement on November 1, 1976; and

WHEREAS, the parties entered into a separate Cooperative Agreement on February 19, 2004, pertaining to sewer services to the Boggs Hollow Watershed; and

WHEREAS, the parties are, contemporaneous to the execution of this document, entering into a new Cooperative Agreement to more adequately outline the rights and obligations of the parties with respect to the Boggs Hollow Interceptor; and,

WHEREAS, in order to effectively administer the terms and provisions of the new Cooperative Agreement referenced herein, Grantor wishes to assign said Sanitary Sewer Lines Easement to Grantee, along with ownership and maintenance responsibility of all infrastructure contained therein, and Grantee wishes to accept the same from Grantor.

IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby REMISE, RELEASE and FOREVER QUIT-CLAIM unto the Grantee, its successors and assigns, any and all of Grantor's right, title and interest in and to each of the easements, rights-of-way and infrastructure contained therein as legally described on the attached "Exhibit A," as well as,

specifically, all infrastructure and appurtenances attached to and including the following manholes: 21-086, 21-085, BH-023, BH-022, BH-021, BH-020, BH-019, BH-018, BH-017, BH-016, BH-015, BH-014, BH-013, BH-012, BH-011, BH-010, BH-009, BH-008, BH-007, BH-006, BH-005, BH-004, BH-003, and BH-002, as depicted on the attached "Exhibit B" and "Exhibit C."

2. That the Grantee shall be solely responsible for the care and maintenance of said sanitary sewer lines, easements, rights of way, and infrastructure, and shall be responsible for any future damages incurred incidental to the use and operation of said sanitary sewer lines and infrastructure, and that incidental thereto the Grantee shall save and hold the Grantor harmless from any and all future obligation or liability in connection with the same.

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges, and appurtenances, and subject to all restrictions, conditions and covenants thereto belonging, unto Grantee, its successors and assigns forever; so that neither Grantor nor any person or persons for it or in its name or behalf shall or will hereafter claim or demand any right, title or interest to the aforesaid rights-of-way or any part thereof, but they and each of them shall by these presents be excluded and forever barred, so that neither the Grantor nor any successor Grantor shall or will hereafter be obligated or required to perform any of the terms, conditions or covenants of said easements or other instruments with respect to such rights-of-way, and the Grantee, by acceptance hereof shall hereafter assume all duties and obligations with respect to such easements and rights-of-way.

IN WITNESS WHEREOF, the Grantor has caused this document to be executed by its Mayor and attested by the City Clerk pursuant to an Ordinance duly adopted by the City Council of the City of Lee's Summit, Missouri and the Grantee has acknowledged acceptance and receipt of this Assignment pursuant to an Ordinance duly adopted by Grantee.

THE CITY OF LEE'S SUMMIT, MISSOURI

Randall L. Rhoads, Mayor

ATTEST:

City Clerk

CITY OF KANSAS CITY, MISSOURI

By _____

ATTEST:

City Clerk

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 is the Mayor of the City of Lee’s Summit, Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed in behalf of said City, pursuant to an Ordinance adopted by its City Council, and said Mayor, acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal at my office in Jackson County, Missouri, the day and year last above written.

Notary Public

My Commission Expires:

STATE OF MISSOURI)
)SS
COUNTY OF JACKSON)

On this ____ day of _____, 2017, before me appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of the City of Kansas City, Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed in behalf of said City, pursuant to an Ordinance adopted by its City Council, and said _____, acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal at my office in Jackson County, Missouri, the day and year last above written.

Notary Public

My Commission Expires:

**EXHIBIT A TO QUIT CLAIM DEED AND
ASSIGNMENT OF SANITARY SEWER LINE EASEMENTS, RIGHTS OF WAY AND INFRASTRUCTURE**

A strip of land 15 feet wide through part of the South $\frac{1}{2}$ of Section 26, Township 48, Range 32, in Kansas City, Jackson County, Missouri, lying 7.5 feet on each side of the following described center line: Beginning on the South line of the Southeast $\frac{1}{4}$ of said Section 26, and 76.60 feet West of the Southeast corner of the Southwest $\frac{1}{4}$ thereof; thence North $22^{\circ}-06'-44''$ West, this and subsequent courses referring to the West line of the Southeast $\frac{1}{4}$ of said Section 26, as having a bearing of North $2^{\circ}-59'-25''$ East, a distance of 203.91 feet; thence North $35^{\circ}-40'32''$ West, a distance of 372.18 feet; thence North $66^{\circ}-06'-40''$ West, a distance of 380.89 feet; thence North $57^{\circ}-31'40''$ West, a distance of 381.0 feet; thence North $24^{\circ}-25'-53''$ West, a distance of 324.78 feet; thence North $76^{\circ}-35'-35''$ West, a distance of 116.71 feet to a point on corner thereof; thence continuing North $76^{\circ}-35'-35''$ West, a distance of 110.30 feet; except that part thereof in Bannister Road.