
S _____ / _____ QQ/Q
T _____ JACKSON County
R _____ MO State

EASEMENT CONVEYANCE
Limited Liability Company

THIS **EASEMENT**, made and entered into this _____ day of _____, 2023, by and between **City of Lee's Summit**, a Missouri Limited Liability Company "**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**
Ron DeJarnette
PLANNING & FIELD DESIGN Dept. LSMT
PO Box 418679
Kansas City, MO 64141-9679

Legal Description: See Exhibit 'A' & 'B'

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 "Grantor Real Property" 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 in, along, under, across, and over the Grantor Real Property, and in and upon all streets, roadways or highways abutting said lands, as described ("Easement Tract") in Exhibit "A" 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 on the Grantor Real Property and contiguous land owned by Grantor for the purpose of Grantee exercising the Rights ("Access Rights").

Grantee shall exercise the Rights and Access Rights in a reasonable and appropriate manner as determined in its good faith and when practicable, use existing roads and lanes. The "Grantor Real Property" is that certain real property owned by Grantor and described in Book xx at Page xx in the Jackson County Recorder of Deeds office.

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 on the Grantor Real Property or contiguous land owned by Grantor, and also have the right to trim, remove, eradicate, cut and clear away any trees, limbs, brush and vines ("Woody Vegetation") on or adjoining 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 burned or removed by Grantee unless otherwise mutually agreed to by Grantor and Grantee. In the event Grantee causes damage to Grantor or the Grantor Real Property 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 cultivate, use and enjoy the Easement Tract, provided such use shall not, in the judgment of Grantee, interfere with or endanger the Rights, and provided further that no improvements, buildings or structures shall be located, constructed or otherwise placed on 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 property.

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

IN TESTIMONY WHEREOF, Grantor has hereunto executed this Easement on the date first above written.

City of Lee's Summit

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGEMENT

State of _____)

) SS.

County of _____)

On this _____ day of _____, 2023, before me a Notary Public, appeared _____ to me personally known, (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she is the _____ of City of Lee's Summit, and that he/she executed the same on behalf of said company and by authority thereof and acknowledged said instrument to be the free act and deed of said company for the purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My Commission Expires: _____

Notary Public _____

10' EVERGY EASEMENT DESCRIPTION:

A strip of land in Lot 5, RAINTREE LAKE VILLAGE, a subdivision in the City of Lee's Summit, Jackson County, Missouri, being 10.00 feet wide, 5.00 feet on each side of the following described centerline:

Commencing at the Southwest corner of said Lot 5;

Thence South 87°48'53" East, along the South line of said Lot 5, 20.52 feet to the Point of Beginning;

Thence North 08°36'38" East, 28.55 feet;

Thence North 01°43'56" East, 59.22 feet;

Thence North 08°03'57" East, 96.17 feet;

Thence North 00°51'43" East, 26.10 feet;

Thence South 88°15'37" East, 90.15 feet;

Thence South 68°56'27" East, 18.81 feet to a point hereafter known as Point "A";

Thence continuing South 68°56'27" East, 5.00 feet to the Point of Terminus;

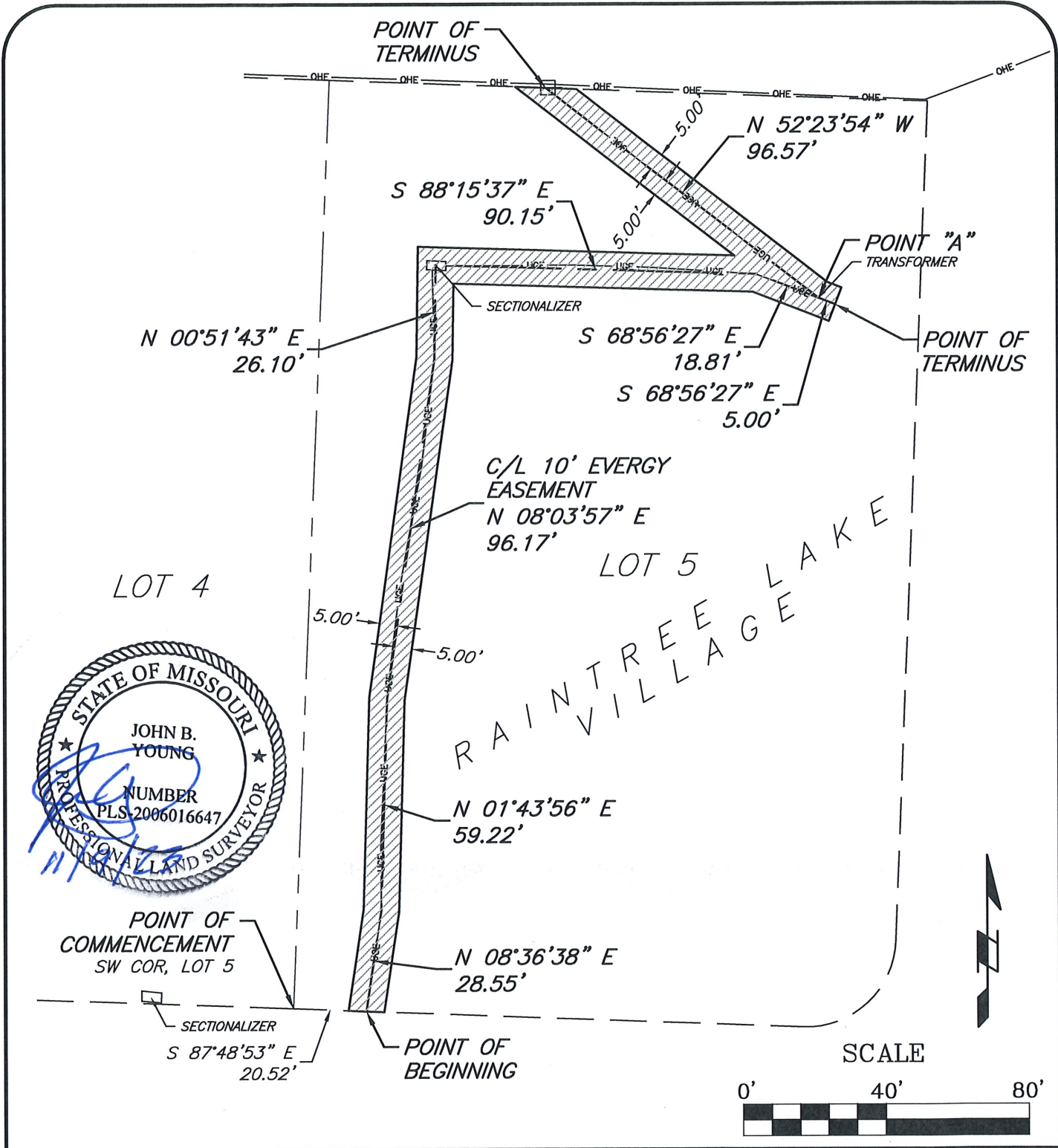
Also,

A strip of land being 10.00 feet wide, 5.00 feet on each side of the following described centerline and Beginning at said Point "A";

Thence North 52°23'54" West, 96.57 feet to the Point of Terminus.

Prepared By: John B. Young, PLS- 2006016647





Location: S:\22.463 B - Lee's Summit Fire Station 5\DRAWINGS\2023.11.08-EVERGY\22.463EXH.dwg-Nov 09, 2023-8:21am



J & J
SURVEY
LLC

8680A N. GREEN HILLS ROAD • KANSAS CITY, MO 64154
PHONE (816)741-1017 • FAX (816)741-1018

10' EVERGY EASEMENT EXHIBIT

LOT 5, RAINTREE LAKE VILLAGE
CITY OF LEE'S SUMMIT,
JACKSON COUNTY, MISSOURI