

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made this 18th day of May, 2017, by LEE'S SUMMIT R-VII SCHOOL DISTRICT, a Missouri public school district whose address is 301 N.E. Tudor Road, Lee's Summit, MO 64086-5702, Attn: Deputy Superintendent and Attn: Director of Facilities ("Grantor"), and the CITY OF LEE'S SUMMIT, MISSOURI, a Missouri political subdivision, 220 SE Green Street, Lee's Summit, MO 64063 ("Grantee").

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto stipulate, covenant and agree as follows:

1. Grant of Easement. For and in consideration of the payment of ten dollars (\$10.00) and for other good and sufficient considerations paid by the Grantee, the receipt of which hereby are acknowledged by the Grantor, the Grantor hereby does grant unto the Grantee, for the uses and purposes set forth Section 2 below and for such duration as set forth in Section 5, the non-exclusive right to construct, install, alter, repair, maintain, replace, renew and put into operation the following utility facilities: sanitary sewer line (the "Utilities"), upon and under the Grantor's property described on Exhibit A attached hereto (the "Property") but only in the hachured area shown on Exhibit A (the "Easement Area"). The easement right granted herein shall include the right of ingress and egress access to and from the Easement Area over those areas designated as drives or access ways by Grantor, which drives or access ways may be relocated at any time by Grantor provided any relocation shall continue to afford Grantee with access to the Easement Area.

2. Uses and Purposes of Easement. The Easement and rights granted herein are limited solely to the installation, maintenance and repair of the Utilities and access to and from said Utilities. The Grantee shall have no right, implied or otherwise, to utilize the Easement for any other utility or purpose.

3. Construction, Maintenance and Repair. Subject to all other terms of this Easement, the Grantee shall have the non-exclusive right and obligation at all times and at its sole cost and expense to go upon the Easement Area to construct, maintain and repair that part of the Utilities located within said Easement Area, provided that Grantee shall obtain Grantor's consent before starting any such work in order to coordinate with school activities and other on-site utilities that could be impacted. Grantee shall perform all such work in a good workmanlike manner and free of all liens. All work by the Grantee authorized by this Agreement shall be conducted expeditiously and in a manner which minimizes interference with the Grantor's activities and promotes safety. Further, all excavations related to any construction, maintenance or repair work performed by the Grantee must be covered at all times when the work site is unattended by Grantee's employees, contractors or agents, and all work sites and equipment must be surrounded by temporary fencing while not in use. The Grantee shall use its best efforts to schedule and perform construction, maintenance and/or repair work when school is not in session or before or after school hours. The Grantee shall notify the Grantor in writing at least three working days in advance of any work to be performed within the Easement Area, except in the case of an emergency, then notification shall

be as soon as reasonably possible. The Grantee acknowledges that the possession of weapons is prohibited on all school grounds, except for licensed law enforcement officers, including the land subject to the Easement. Accordingly, the Grantor may remove or deny access to the Easement Area to any of the Grantee's employees, agent or contractors in possession of any such weapons. All work shall further be conducted in full compliance with Grantor's Board policies.

4. Restrictions on the Grantor's Use; Reservation. The Grantor shall not use nor attempt to use the land subject to the Easement in such a manner as could reasonably be expected to interfere with the proper, safe and continuous maintenance and use of the Utilities and, specifically, shall not build thereon or there over any structure (except driveways, paved areas, grass, shrubs and fences) that could reasonably be expected to interfere with the maintenance and repair of the Utilities. Except as otherwise expressly set forth herein, nothing in this Agreement shall be construed so as to grant any right to the Grantee which shall in any way interfere with the sale or unrestricted use by the Grantor of the land subject to the Easement. The Grantor hereby reserves for itself and its successors and assigns, all such rights and privileges in its property and the land subject to the Easement as may be exercised without interfering with or abridging the rights and Easement granted herein to the Grantee.

5. Duration of Easement. The Easement shall remain in effect so long as the Utilities are reasonably necessary to provide sewer service to adjacent properties. Grantor shall have the ability to relocate the Utilities to another area of the Property upon reasonable advance notice to Grantee and provided Grantor agrees to pay the reasonable expenses required to undertake such relocation. Upon the abandonment or removal of the Utilities, the rights and Easement granted herein to the Grantee shall immediately terminate and be of no further force and effect.

6. Restoration; Indemnification. The Grantee shall, at its sole cost and expense, repair any damage to the Grantor's surface, surface improvements and landscaping caused by any activities, construction, maintenance, operations or work performed by the Grantee to the Grantor's satisfaction. After completion of construction, maintenance or repair of the Utilities, the Grantee shall restore the Easement Area to its prior condition, including, without limitation, the restoration of all vegetation and removal of all debris, equipment and other items resulting from, or used in connection with, the exercise of those rights and additionally shall repair or replace any subsequent settlement or loss of or damage to vegetation. Sod would be required to be tall turf fescue maintained by Grantee (water and mowing until fully established). Seed will be tall turf fescue at a rate of 9lbs/1000 sf with an 85% germination rate. Erosion control is the responsibility of the Grantee. Warranty period for plantings or erosion is 1 year after establishment. Any existing plantings that are removed must be replaced. To the extent permitted by law, the Grantee shall defend, indemnify and hold the Grantor and its employees, administrators, board members, students, contractors, agents and invitees harmless from and against any injuries, claims, expenses, costs, damages and losses, incurred or sustained by the Grantor or any other person as a result of the Grantee's or its employee's, agent's or contractor's use of the Easement or the exercise by any of them of the rights granted in this Agreement. Such injuries, claims, loss, damage, cost or expense indemnified hereunder shall include, but not be limited to, injury or damage to any person or property. Grantee shall name Grantor as additional insured on its liability coverage with respect to Grantee's activities and obligations under this Agreement.

7. Laws and Permits. All construction, maintenance and other work performed by or on behalf of the Grantee pursuant to this Agreement shall comply with the requirements of all applicable governmental authorities, public bodies and other entities having jurisdiction and all applicable laws, ordinances, rules and regulations of such authorities. Grantee shall obtain all necessary approvals, including construction permits, of any applicable governmental authorities.

8. As- Is; Disclaimer. Grantee accepts the Easement Area in its AS IS, WITH ALL FAULTS condition, without qualification or requirement that Grantee perform any work thereon. Further, Grantor hereby disclaims and Grantee hereby agrees that Grantor has made no representations or warranties, express or implied, upon which the Grantee has relied as to the condition thereof, the title thereto, the property's compliance with laws (including applicable environmental laws), or the property's suitability for Grantee's intended use.

9. Entire Agreement. This agreement (including attached exhibits) contains the entire understanding and agreement of the parties with respect to its subject matter and may not be amended, modified, altered or varied except by an agreement in writing signed by the parties. All prior and contemporaneous agreements, understandings, negotiations, discussions, representations, warranties, commitments, offers and contracts, whether oral or written, are superseded by this Agreement. Any action which shall render any portion of this Agreement void shall void this Agreement in its entirety.

10. Deleted.

11. Successors and Assigns. The Grantee may not assign its rights under this Agreement to any other person or entity. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties. If multiple Grantees are parties to or beneficiaries of this Agreement because they are providing only one or some of the Utilities, then each Grantee shall have the Grantee rights and obligations only with respect to those Utilities and related improvements being provided by that particular Grantee.

12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original and all of which together shall constitute one and the same instrument.

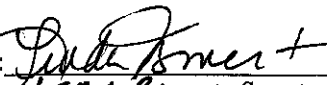
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above.

GRANTOR:

LEE'S SUMMIT R-VII SCHOOL DISTRICT

By: 

Name: Robert R. White
Title: President

Attest: 
LSR7 Board, Secretary

GRANTEE: CITY OF LEE'S SUMMIT

By: _____

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public, personally appeared _____ who upon being duly sworn upon oath did state that (s)he is the President of _____, a _____ organized and existing under and pursuant to the laws of the State of Missouri, and that he executed the foregoing instrument on behalf of said _____, by authority of the _____ of said _____; and said person acknowledged said instrument to be the free act and deed of said _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on the day and year last above written.

Notary Public

My Commission Expires:

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public, personally appeared _____ who upon being duly sworn upon oath did state that (s)he is the President of _____, a _____ organized and existing under and pursuant to the laws of the State of Missouri, and that he executed the foregoing instrument on behalf of said _____, by authority of the _____ of said _____; and said person acknowledged said instrument to be the free act and deed of said _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on the day and year last above written.

Notary Public

My Commission Expires:

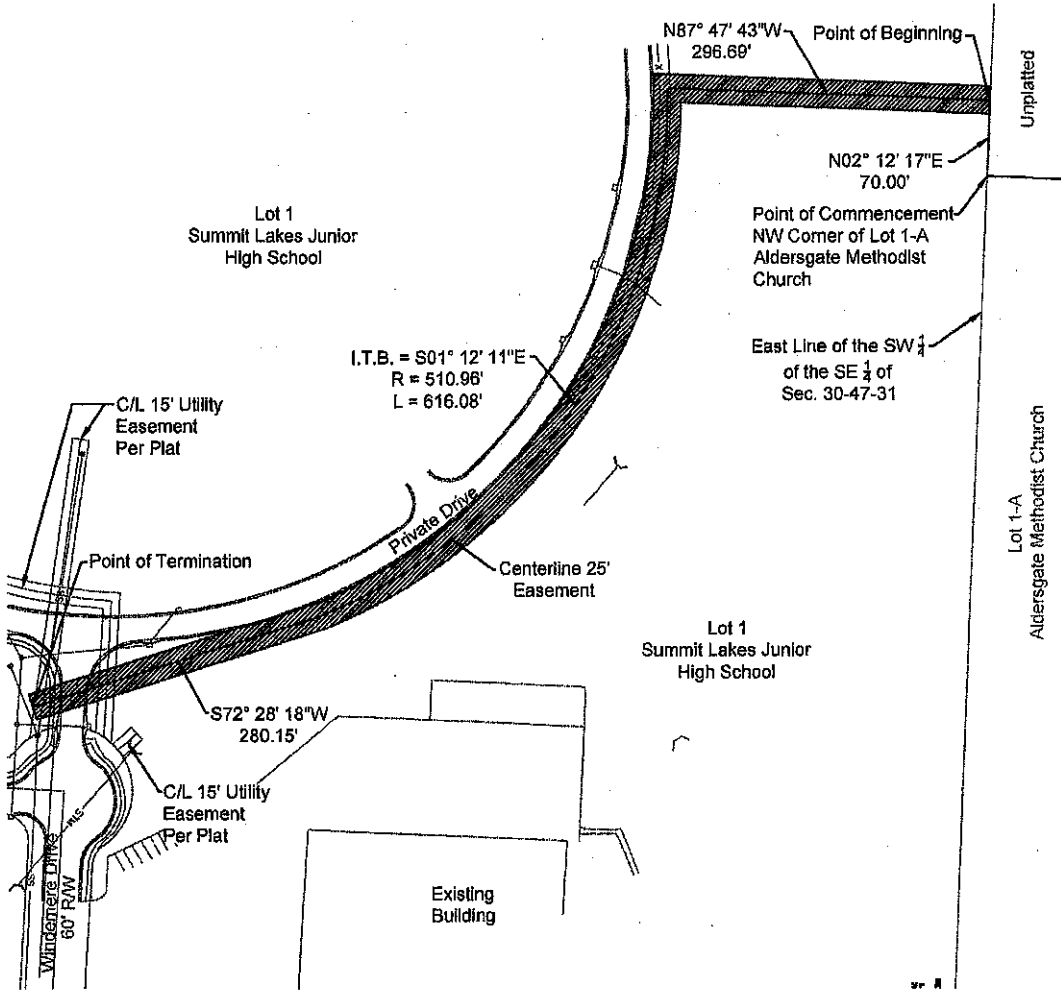
Exhibit A – Legal Description of the Property and the Easement Area

See attached two pages. The first page is the metes and bounds legal description and the second page is the exhibit depicting the Easement Area.

Easement Description

A tract of land being located in Lot 1, Summit Lakes Junior High School. a plat as recorded in the Office of the Recorder, Jackson County, Missouri, the centerline being more particularly described as follows:

Commencing at the Northwest corner of Lot 1-A, Aldersgate Methodist Church, a resurvey of Lot 1, a subdivision as recorded in the Office of the Recorder, Jackson County, Missouri; thence North $02^{\circ} 12' 17''$ East, along the East line of the Southwest $1/4$ of the Southeast $1/4$ of Section 30, Township 47, Range 31, a distance of 70.00 feet, said point being the Point of Beginning of the 25.00 foot easement being 12.50 feet on either side of the following described centerline; thence North $87^{\circ} 47' 43''$ West, a distance of 296.69 feet; thence Southwesterly along a curve to the right having an initial tangent bearing of South $01^{\circ} 12' 11''$ East, a radius of 510.96 feet and a length of 616.08 feet; thence South $72^{\circ} 28' 18''$ West, a distance of 280.15 feet, said point being the Point of Termination.



Easement Description

A tract of land being located in Lot 1, Summit Lakes Junior High School, a plat as recorded in the Office of the Recorder, Jackson County, Missouri, the centerline being more particularly described as follows:



Commencing at the Northwest corner of Lot 1-A, Aldersgate Methodist Church, a resurvey of Lot 1, a subdivision as recorded in the Office of the Recorder, Jackson County, Missouri; thence North 02° 12' 17" East, along the East line of the Southwest 1/4 of the Southeast 1/4 of Section 30, Township 47, Range 31, a distance of 70.00 feet, said point being the Point of Beginning of the 25.00 foot easement being 12.50 feet on either side of the following described centerline; thence North 87° 47' 43" West, a distance of 296.69 feet; thence Southwesterly along a curve to the right having an initial tangent bearing of South 01° 12' 11" East, a radius of 510.96 feet and a length of 616.08 feet; thence South 72° 28' 18" West, a distance of 280.15 feet, said point being the Point of Termination.

Easement Exhibit
Sanitary Esmt
SHEET 1 OF 1

DATE: 3/20/2017
PROJECT NUMBER: 13-556
REV. TO DWG.: N/A
SCALE: 1"=160'

Easement Exhibit
Sanitary Easement
Summit Lakes Junior High School
Lee's Summit, Jackson County, Missouri

ENGINEERING
ENGINEERING & SURVEYING
SOLUTIONS

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