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S \_\_\_\_\_ / \_\_\_\_\_ QQ/Q  
T \_\_\_\_\_ County  
R \_\_\_\_\_ State

**EASEMENT CONVEYANCE**

THIS **EASEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Lee's Summit, Missouri, a political subdivision of the State of Missouri, "**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**  
**ATTN:** \_\_\_\_\_  
**PO Box 418679**  
**Kansas City, MO 64141-9679**

**Legal Description: See Exhibit A for Legal Description and Illustrative Depiction ("Easement Tract")**

**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 Easement Tract, 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 , with such communication usage limited to Grantee's transmission and distribution of electric energy, in, along, under, across, and over the 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 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.

In the exercise of the Rights and Access Rights, Grantee shall have the further right, at locations approved in writing by Grantor, 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, and also have the right to trim, remove, eradicate, cut and clear away any trees, limbs, brush and vines ("Woody Vegetation") on the Easement Tract or on routes

approved in writing by Grantor that are 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 removed by Grantee unless otherwise mutually agreed to by Grantor and Grantee. In the event Grantee causes damage to Grantor 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 use and enjoy the Easement Tract, provided such use shall not, in the reasonable judgment of Grantee, interfere with or endanger Grantee's Rights, and provided further that no improvements, buildings or structures shall be located, constructed or otherwise placed on the Easement Tract. Grantee acknowledges that Grantor maintains the real property in and around the Easement Tract as a park open to the public.

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**



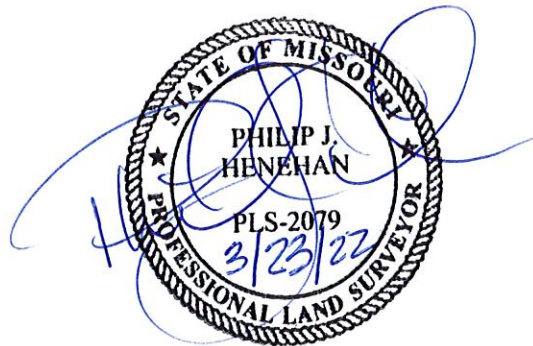
# EXHIBIT 'A'

SHEET 1 OF 2

PROJECT: STROTHER SUB TO PRAIRIE LEE SUB  
DATE: MARCH 22, 2021  
COUNTY/STATE: JACKSON/MISSOURI  
SECTION: PART OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 26, TOWNSHIP 48 NORTH, RANGE 31 WEST, LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

## EASEMENT DESCRIPTION

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 48 NORTH, RANGE 31 WEST, IN THE CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE N 87°44'42" W, ALONG THE NORTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 1724.02 FEET TO THE NORTHWEST CORNER OF THAT TRACT OF LAND GRANTED TO MISSOURI PUBLIC SERVICE COMPANY AS DESCRIBED IN DOCUMENT I-19953, RECORDED AUGUST 1, 1968 IN BOOK I58 AT PAGE 955; THENCE S 2°09'03" W, ALONG THE WEST LINE OF SAID MISSOURI PUBLIC SERVICE COMPANY TRACT, A DISTANCE OF 251.03 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF A 100 FOOT EASEMENT GRANTED TO MISSOURI PUBLIC SERVICE COMPANY, DESCRIBED AS COUNT IX IN DOCUMENT I-793980, RECORDED JULY 3, 1962 IN BOOK 1580 AT PAGE 145 AND THE POINT OF BEGINNING OF THE TRACT TO BE HEREIN DESCRIBED; THENCE CONTINUING S 2°09'03" W, ALONG SAID WEST LINE OF MISSOURI PUBLIC SERVICE COMPANY TRACT, A DISTANCE OF 56.64 FEET; THENCE N 87°44'47" W, A DISTANCE OF 140.12 FEET TO A POINT ON AFORESAID SOUTHERLY RIGHT OF WAY LINE; THENCE N 70°13'44" E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 151.04 FEET TO THE POINT OF BEGINNING CONTAINING 3,968 SQUARE FEET OR 0.091 ACRES, MORE OR LESS.



PHILIP J. HENEHAN  
MISSOURI PLS 2076

REV.	DESCRIPTION	
-	STROTHER SUBSTATION TO PRAIRIE LEE SUBSTATION	
CAD FILE NO.	DRAWN BY:	CHECKED BY:
42794cl.c.dwg	PJH	

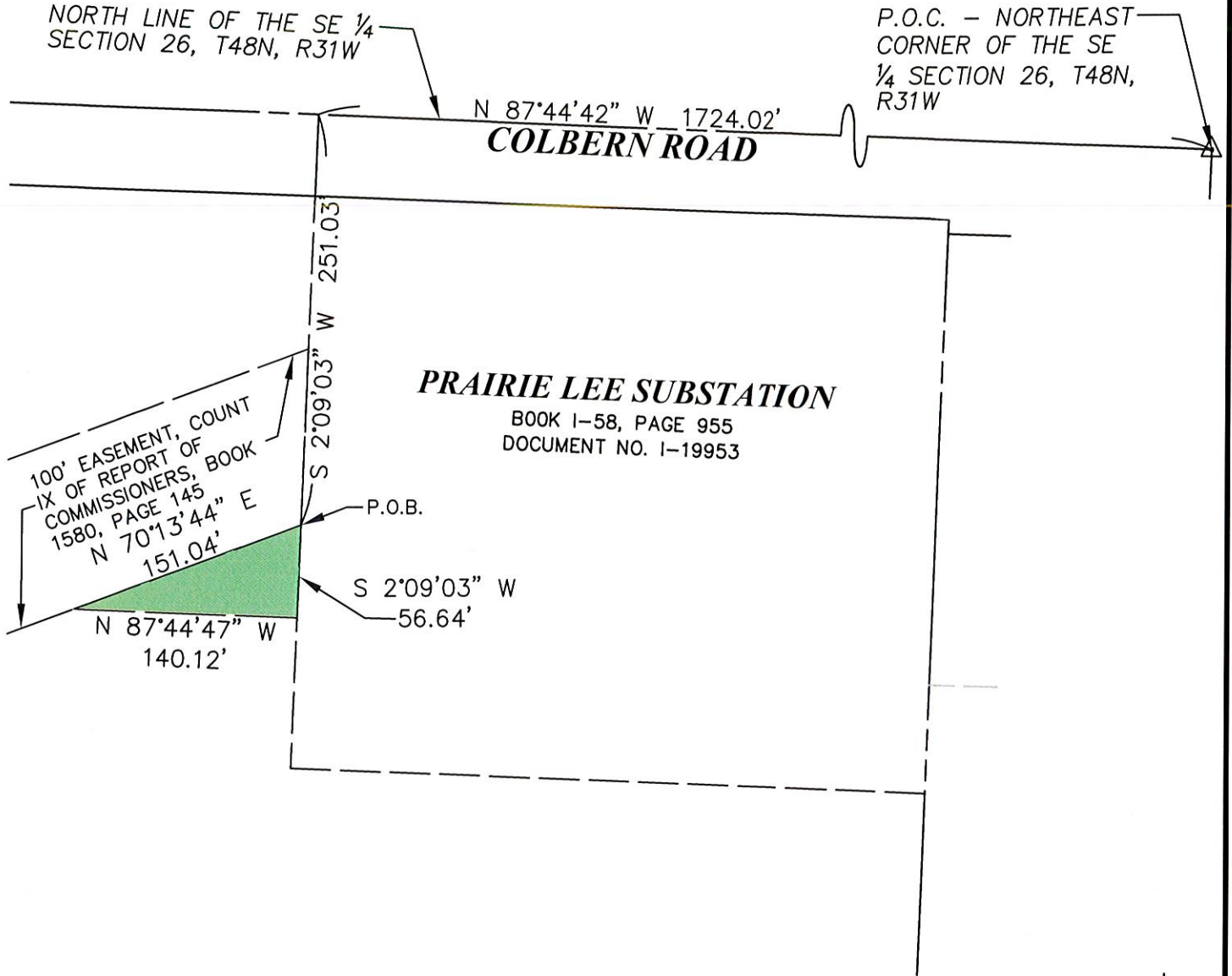
21-03-42794-1
42794 - EVERGY - KANSAS CITY, MISSOURI

 **ANDERSON** SURVEY COMPANY  
1270 NE DELTA SCHOOL ROAD  
LEE'S SUMMIT, MISSOURI 64064  
(816) 246-5050




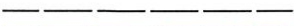

LEGACY PARK PERMANENT EASEMENT JACKSON COUNTY, MISSOURI	PROJ. NO. DATE: 03-22-2021
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# EXHIBIT 'A'

SHEET 2 OF 2




## LEGEND

-  SECTION LINE
-  ROAD R/W LINE
-  PROPERTY LINE
-  EASEMENT LINE
-  EASEMENT ON PRIVATE PROPERTY

-  SECTION CORNER
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

0 100'



SCALE 1" = 100'



REV.	DESCRIPTION
-	STROTHER SUBSTATION TO PRAIRIE LEE SUBSTATION
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