
(Space above this line for Recorder's use only)

Title of Document: Water Line Easement

Date of Document: _____

Grantor: City of Lee's Summit, Missouri

Grantee: Public Water Supply District No. 13 of Jackson County, Missouri

Grantee Mailing Address: 99 Lake Lotawana Dr., Lee's Summit, Missouri 64086

Legal Description:

See Exhibit A

WATER LINE EASEMENT

This Water Line Easement, entered into by the undersigned, **City of Lee's Summit, Missouri**, hereinafter referred to as Grantor(s), and **Public Water Supply District No. 13 of Jackson County, Missouri**, hereinafter referred to as Grantees; where in Grantor(s), for and in consideration of the sum of One Dollar, (\$ 1.00), and other good and valuable consideration, receipt of which is hereby acknowledged, do(es) hereby grant, bargain, sell, convey and confirm unto the said Grantees, a perpetual water line easement with the right to survey, construct, operate, maintain, inspect, replace and remove water pipeline(s), and necessary appurtenances thereto ("Easement"), as may be required by the Grantees from time to time, through, over and under a tract of land across the Grantors' land situated in Lee's Summit, Jackson County, State of Missouri, and described as follows:

See Exhibit A

The above-described Easement shall be restricted for the sole use of Grantees and shall not be reassigned to other utilities without written permission of Grantors.

Grantees shall have the right to use and maintain said water pipeline(s) and necessary appurtenances in the Easement and of affording its officers, agents, employees and all persons under contract with it, the right to enter upon said Easement and strip of land for the purposes of surveying, excavating for, laying one or more water pipes and necessary appurtenances of appropriate size, constructing, operating, repairing, relaying one or more water pipes and necessary appurtenances of appropriate size and maintaining said water pipeline(s) and necessary appurtenances, and for the further purpose of enabling the said Grantees to do any and all convenient things incident to such construction, operation, repairing and maintaining of said water pipeline(s) and necessary appurtenances.

Grantees shall have and hold same with all rights and necessary appurtenances belonging unto it, until the use of the perpetual Easement is relinquished or abandoned, including, the right of ingress and egress to and from the perpetual Easement by reasonable routes across Grantors' property; the right to clear and trim trees, overhanging branches, roots, brush and other obstructions in the perpetual easement that interfere with Grantees rights in the Easement; the right to place on the surface or underground within the perpetual Easement, water pipeline(s) and necessary appurtenances thereto; and the right to install route markers, temporary gates in fences crossing the perpetual Easement. On completion of construction and/or maintenance, all fences, gates, and other surface areas affected by operations will be restored to their original or better condition.

The Grantees covenants to maintain the water pipeline(s) and necessary appurtenances in good repair so that no unreasonable damage will result from its use to the land of the Grantor. Further, Grantor(s) reserve the right to use and enjoy their interests in the perpetual Easement area insofar as the exercise thereof does not endanger or interfere with the construction, operation and

maintenance of said water pipeline(s) and necessary appurtenances thereto; and included in this reservation is the right of ordinary cultivation of crops.

Grantor(s) warrant that they are the owners of the land herein conveyed and have the right to make this conveyance and receive the payment therefore, and Grantor(s) covenant that Grantees may quietly enjoy the premises for the uses herein stated.

The terms, conditions and provisions of this Easement shall extent to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

Signed and executed this _____ day of _____, 2023.

Signatures:

William A. Baird, Mayor

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On this _____ day of _____, 2023, before me, a notary public in and for the State of Missouri, personally appeared William A. Baird, Mayor of the City of Lee’s Summit, Missouri to me known as the person(s) in and who executed the foregoing instrument and acknowledged to me that (they, he, she) executed the same as (their, his, her) free act and deed.

In Testimony Whereof I have hereunto set my hand and affixed my official seal at my office in Lee’s Summit, Missouri, on the day and year first above written.

Subscribed and affirmed before me this _____ day of _____, 2023.

Notary Public

My Commission expires:

Exhibit A

A TRACT OF LAND BEING LOCATED IN SECTION 27-T48-R31 IN THE CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 27; THENCE S2°02'08"W ALONG THE EAST LINE OF WOODLAND OAKS 1ST PLAT, A SUBDIVISION IN SAID LEE'S SUMMIT , A DISTANCE OF 481.56 FEET TO THE POINT OF BEGINNING; THENCE N69°47'18"E, A DISTANCE OF 20.35 FEET; THENCE S87°42'42"E, A DISTANCE OF 24.37 FEET; THENCE S2°24'03"W, A DISTANCE OF 72.61 FEET; THENCE S87°42'42"E, A DISTANCE OF 4.94 FEET; THENCE S2°09'43"W, A DISTANCE OF 23.34 FEET; THENCE N87°42'42"W, A DISTANCE OF 23.98 FEET; THENCE N2°09'43"E, A DISTANCE OF 23.34 FEET; THENCE S87°42'42"E, A DISTANCE OF 8.96 FEET; THENCE N2°09'43"E, A DISTANCE OF 62.61 FEET; THENCE N87°42'42"W, A DISTANCE OF 12.02 FEET; THENCE S69°47'18"W, A DISTANCE OF 22.45 FEET; THENCE N2°02'08"E, A DISTANCE OF 10.80 FEET TO THE POINT OF TERMINATION.

All as depicted on Exhibit B attached hereto and incorporated herein by reference.

Exhibit B – Depiction