

**UTILITY EASEMENT
(INDIVIDUAL)**

THIS AGREEMENT, made this 7th of April, 2016, by and between **George and Peggy Nie**, Grantor, and the City of Lee's Summit, Missouri, a Municipal Corporation with a mailing address of 220 SE Green Street, Lee's Summit, Jackson County, Missouri 64063, **Grantee**.

WITNESSETH, that the **Grantor**, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid by the **Grantee**, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said **Grantee**, a Utility Easement for use by the City of Lees Summit, Missouri, and with the written permission of the City of Lees Summit, utility companies franchised to operate in Lee's Summit, Missouri, to locate, construct, reconstruct, operate, repair and maintain facilities including, but not limited to, public utility lines, meters, vaults and all necessary appurtenances thereto upon, over, under and along the following described lands in Jackson County, Missouri, to-wit:

See attached exhibit

GRANTEE, its successors and assigns, shall have the right of ownership, use and control of all utility lines, meters, vaults, and other equipment through the above described property and for all proper purposes connected with the installation, use, maintenance, and replacement of the utility lines (and other equipment), and with the attachment thereto of service lines of its consumers.

GRANTOR agrees not to obstruct or interfere with the use, operation or maintenance of such public utility lines, meters, vaults or connections, by erecting, or causing or allowing to be erected, any building or structure on said easement.

GRANTOR further states that he is lawfully seized of title to the land through which said easement is granted and that he has good and lawful right to convey said easement to the **Grantee** herein.

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APR 11 2016

Planning & Codes Admin

-2016-069-

GRANTOR, to the fullest extent allowed by law, including, without limitation, section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns of the **Grantor**.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities thereunto belonging or in any way appertaining, unto the City of Lee's Summit, Missouri, a Municipal Corporation, and to its successors and assigns forever.

IN WITNESS WHEREOF, **Grantor** has hereunto set their hands this 7th day of April, 2016.

George H. Nie
Signature
GEORGE H NIE
Print Name

Peggy J. Nie
Signature
PEGGY J NIE
Print Name

ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF JACKSON

On this 7th day of April, 2016, before me personally appeared George + Peggy, Nie, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and official seal in the County and State aforesaid, the day and year first above written.

Hillary D. Tindle
Notary Public Signature

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HILLARY D. TINDLE
My Commission Expires
April 3, 2017
Johnson County
Commission #13690381

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