

EASEMENT

THIS AGREEMENT, made this _____ day of _____, 2016, by and between the City of Lee's Summit, a Municipal Corporation organized and existing under the laws of the State of Missouri, whose address is 220 S.E. Green, Lee's Summit, Jackson County, Missouri 64063, **Grantor**, and Saint Luke's Health System, Inc., a Kansas not-for-profit corporation organized and operating under the laws of the State of Kansas and doing business in the State of Missouri, whose address is 901 East 104th Street, Kansas City, Missouri 64131, **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 non-exclusive Easement for use by **Grantee**, to locate, construct, reconstruct, operate, repair and maintain data and telecommunication facilities that are used to provide the transmission of signals for data, video, and/or information services (including cables, wires, fiber optic cables, manholes, underground vaults, conduit ducts, and other appurtenances for similar uses) (the "**Facilities**") and all other necessary appurtenances thereto upon, over, under and along the lands in Jackson County, Missouri described in **Exhibit A**, which is attached hereto and incorporated herein.

Grantee shall have the right of ownership, use and control of the **Facilities**, and other equipment which **Grantee**, its successors and assigns, may place through the above described property and for all proper purposes connected with the installation, use, maintenance, and replacement of the **Facilities** (and other equipment), and with the attachment thereto of service lines of its consumers. **Grantee** shall not have any ownership right in any facilities placed by other parties in the above easement area.

Grantor may grant other parties easements in the lands described herein, as long as such easement does not unreasonably interfere with the easement of **Grantee**.

Grantor agrees not to obstruct or interfere with the use, operation or maintenance of such **Facilities**, by erecting, or causing or allowing to be erected, any building or structures on or within said easement.

Grantee agrees that if it, or its successors and assigns, ever abandons or is granted a vacation of this Easement, it shall remove all of its facilities from the lands described herein within sixty (60) days from the date of said abandonment or vacation at its sole expense.

Grantor and **Grantee** agree as further consideration for the granting of this easement that if **Grantor** ever undertakes a public works project which requires re-location of **Grantee's** facilities in the lands described herein, such relocation shall be performed within a reasonable period of time at **Grantee's** sole expense.

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

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 both the **Grantor and Grantee**.

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 caused these presents to be signed by its Mayor and attested by its City Clerk, this _____ day of August, 2016:

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

City of Lee's Summit, Missouri:

By: _____
Randall L. Rhoads
Mayor

ATTEST:

NO SEAL

City Clerk

Printed name

ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF JACKSON

On this ____ day of _____, 2016, before me appeared Randall L. Rhoads, to me personally known, who, being by me duly sworn did say that he or she is the mayor of the City of Lee's Summit, and that said instrument was signed in behalf of said city by authority of its City Council, and said Mayor Randall L. Rhoads acknowledged said instrument to be the free act and deed of said City.

Notary Public Signature

Print Name

Saint Luke's Health System, Inc.

By: _____
Deborah Gash
Vice President, Chief Information Officer

ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF JACKSON

On this ____ day of _____, 2016, before me appeared Deborah Gash, to me personally known, who, being by me duly sworn did say that she is the Vice President, Chief Information Officer of Saint Luke's Health System, Inc., ("Saint Luke's") and that said instrument was signed in behalf of Saint Luke's, and acknowledged said instrument to be the free act and deed of Saint Luke's.

Notary Public Signature

Print Name

EXHIBIT A