



### **WATER LINE EASEMENT**

This Easement is hereby given this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by the undersigned, **City of Lee's Summit, Missouri**, hereinafter referred to as Grantor(s), to **Tri-County Water Authority**, herein after referred to as Grantee.

Mailing address of said first named Grantee is 28405 East Blue Valley Road, Independence, MO 64058.

Grantor(s), for and in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto the said Grantee, a perpetual easement with the right to survey, construct, operate, maintain, inspect, replace and remove one pipeline, and appurtenances thereto, as may be required by the Grantee from time to time, through, over and under a strip of land across the Grantors' land situated in Jackson County, State of Missouri and described as follows:

#### **Permanent Easement**

All that part of the Southwest Quarter of Section 10, Township 47 North, Range 31 West, Jackson County, Missouri, more particularly described as follows:

Commencing at the southwest corner of the Southwest Quarter of said Section 10; thence N87°44'51"E, along the south line thereof, 40.00 feet to the east right of way line of Missouri State Route RA (SE Ranson Road); thence N02°12'15"E, along said right of way line, 52.24 feet to the Point of Beginning; thence continue N02°12'15"E, 25.00 feet; thence departing said right of way line, S87°47'45"E, 10.00 feet; thence N02°12'15"E, 389.72 feet to the south line of Princeton Heights 4<sup>th</sup> Plat; thence S87°54'02"E, along said south line, 20.00 feet; thence departing said south line, S02°12'15"W, 414.75 feet; thence N87°47'45"W, 30.00 feet to the Point of Beginning.

Containing 8,545 square feet, more or less.

#### **Temporary Easement**

All that part of the Southwest Quarter of Section 10, Township 47 North, Range 31 West, Jackson County, Missouri, more particularly described as follows:

Commencing at the southwest corner of the Southwest Quarter of said Section 10; thence N87°44'51"E, along the south line thereof, 40.00 feet to the east right of way line of Missouri State Route RA (SE Ranson Road); thence N02°12'15"E, along said right of way line, 22.24 feet to the Point of Beginning; thence continue N02°12'15"E, 444.70 feet to the south line of Princeton Heights 4<sup>th</sup> Plat; thence S87°54'02"E, along said south line, 40.00 feet; thence departing said south line, S02°12'15"W, 369.77 feet; thence S87°47'45"E, 35.00 feet; thence S02°12'15"W, 75.00 feet; thence N87°47'45"W, 75.00 feet to the Point of Beginning.

EXCEPT; the Permanent Water Line Easement described above.

Containing 11,870 square feet, more or less.

The temporary easement expires one year after execution by Grantor. Additional temporary easements may be granted without additional action of Council provided the Grantee pays a similar consideration for the new temporary easement and terms of such use are the same as that contained herein.

Grantee shall have the right to use and maintain said pipeline and appurtenances and of affording its officers, agents, employees and persons under contract with it, the right to enter upon said premises and strip of land for the purposes of surveying, excavating for, laying one pipe and appurtenances of appropriate size, constructing, operating, repairing, relaying one pipe and appurtenances of appropriate size, constructing, operating, repairing, relaying one pipe and appurtenances of appropriate size and maintaining said pipeline and appurtenances, and for the further purpose of enabling the said Grantee to do any and all convenient things incident to such construction, operation, repairing and maintaining of said pipeline and appurtenances provided all such activities are coordinated with the Grantor's Parks Department Administrator to the greatest extent possible and no less than 72 hours in advance unless an emergency exists.

This easement granted to Grantee shall be for the sole purpose of one water transmission main and no other purpose.

Grantee shall have and hold same with all rights and appurtenances belonging unto it, until the use of the perpetual easement is relinquished or abandoned, including, the right of reasonable ingress and egress to and from the perpetual easement from the adjacent roadway, the right to clear and trim trees, overhanging branches, roots, brush and other obstructions in the perpetual easement; the right to place within the perpetual easement, pipeline and appurtenances thereto; and the right to install route markers, temporary or permanent gates in fences crossing the perpetual easement. On completion of construction and/or maintenance, all fences, structures such as sidewalks and paved areas, landscaping, gates, sod and other surface areas affected by operations will be restored to their original or better condition at the sole cost of Grantee and to the reasonable satisfaction of the City's Parks Administrator including compaction and removal of construction spoil. All damages to crops caused by the construction and maintenance of such pipeline shall be compensated to Grantors, or their heirs and assigns.

The Grantee covenants to maintain the pipeline and appurtenances in good repair so that no unreasonable damage will result from its use to the land of the Grantor. Further, Grantors 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 pipeline and appurtenances; and included in this reservation is the right of ordinary cultivation of crops.

The line shall be buried to a depth of at least forty-two inches (42").

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 therefor, and Grantor(s) covenant that Grantee may quietly enjoy the premises for the uses herein stated.

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

Signed and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
**Mayor**  
**City of Lee's Summit, Missouri**

STATE OF MISSOURI       )  
                                      ) ss.  
COUNTY OF JACKSON     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, a notary public, personally appeared \_\_\_\_\_, representative for **City of Lee's Summit, Missouri**, to be known as the person(s) in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public

My term expires: \_\_\_\_\_