



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 16, Township 47 North, Range 31 West, Jackson County, Missouri, more particularly described as follows:

Commencing at the northeast corner of the Southwest Quarter of said Section 16; thence S02°18'17"W, along the east line thereof, 25.00 feet to the Point of Beginning; thence continue S02°18'17"W, 25.00 feet; thence departing said east line, N87°58'49"W, parallel to and 50 feet south of the north line of said Southwest Quarter, 1063.77 feet; thence N65°28'49"W, 65.33 feet; thence N87°58'49"W, parallel to and 25 feet south of the north line of said Southwest Quarter, 1500.37 feet to the east right of way line of SE Hamblen Road; thence along said right of way line, N02°16'10"E, 25.00 feet to the north line of said Southwest Quarter; thence along said north line, S87°58'49"E, 1505.23 feet; thence departing said north line, S65°28'49"E, 65.33 feet; thence S87°58'49"E, parallel to and 25 feet south of the north line of said Southwest Quarter, 1058.92 feet to the Point of Beginning. Containing 65,737 square feet, more or less.

Temporary Easement

All that part of the Southwest Quarter of Section 16, Township 47 North, Range 31 West, Jackson County, Missouri, more particularly described as follows:

Commencing at the northeast corner of the Southwest Quarter of said Section 16; thence S02°18'17"W, along the east line thereof, 50.00 feet to the Point of Beginning; thence continue S02°18'17"W, 10.00 feet; thence departing said east line, N87°58'49"W, parallel to and 60 feet south of the north line of said Southwest Quarter, 1065.70 feet; thence N65°28'49"W, 65.33 feet; thence N87°58'49"W, parallel to and 35 feet south of the north line of said Southwest Quarter, 1498.42 feet to the east right of way line of SE Hamblen Road; thence along said right of way line, N02°16'10"E, 10.00 feet; thence departing said right of way line, S87°58'49"E, parallel to and 25 feet south of the north line of said Southwest Quarter, 1500.37 feet; thence S65°28'49"E, 65.33 feet; thence S87°58'49"E, parallel to and 50 feet south of the north line of said Southwest Quarter, 1063.77 feet to the Point of Beginning. Containing 26,295 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.

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, one 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, gates, sod and other surface areas affected by operations will be restored to their original or better condition. 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 covenant 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").

Compatible utilities may cross this easement in the area of the current stream so long as such utility does not interfere with the use and maintenance of the Tri-County water line and appurtenances.

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.

By:
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: _____

