| S 1 SW | /NE | QQ/Q |
|---------------|-----|--------|
| T 47 Jackson | | County |
| R 32 Missouri | | State |

EASEMENT CONVEYANCE

THIS **EASEMENT** made and entered into this ______ day of <u>January</u>, <u>2020</u>, by and between **City of Lee's Summit.**, a political subdivision of the State of Missouri, "**GRANTOR**" and **Select Company...**, a Select State... Corporation whose mailing address is PO Box 418679, Kansas City, MO. 64141-9679, and its and their affiliates, lessees, licensees, designees, successors and assigns, of Jackson County, Missouri "**GRANTEE**".

After recording mail to: **Evergy**

Ron DeJarnette

Planning Dept. Lees Summit

PO Box 418679

Kansas City, MO 64141-9679

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby GRANTS, BARGAINS, SELLS AND CONVEYS to Grantee, its lessees, successors and assigns, the right, privilege and perpetual non-exclusive easement to enter upon the lands of Grantor as described below, to survey, construct, operate, patrol, inspect, maintain, alter, add wires, cables, conduits, and pipes, repair, rebuild and remove, under and over the easement described below and in and upon all streets, roadways or highways abutting said lands, now or at any future time, lines for the transmission and distribution of electric energy, and for communication purposes, and all appurtenances and appliances necessary in connection therewith, together with the right of ingress and egress to and from said lines of GRANTEE over the lands of Grantor so that Grantee may go to and from said lines from the public roads adjacent to Grantors lands, which said temporary non-exclusive easement being situated in the County of Jackson, in the State of Missouri, said easement more particularly described as follows:

Commencing at a found 3/8" rebar, at the Northeast property corner of Summit Park; thence N87°27'46"W, along the North line of said Summit Park, a distance of 688.00 feet, to the East Right-of-Way line of U.S. Highway 50 and NW Blue Parkway; thence Southeasterly along said East Right-of-Way S08°37'11"E, a distance of 111.46 feet to the Point of Beginning; thence leaving said East Right-of-Way line, S69°46'51"E, a distance of 192.38 feet; thence S20°13'09"W, a distance of 10.00 feet; thence N69°46'51"W, a distance of 186.87 feet to a point on said East Right-of-Way line; thence N08°37'11"W along said East Right-of-Way line, a distance of 11.42 feet to the Point of Beginning.

GRANTEE may erect and use gates in all fences which cross or which shall hereinafter cross the route of said lines. Grantee is given the right to trim, cut and clear away any trees, limbs and brush on or adjacent to the above-described easement whenever, in its judgment, such will interfere with or endanger the construction, operation or maintenance of said lines. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lands and shall repair or compensate for any damage caused by its use, repair, or improvement to said perpetual easement. All logs, limbs, or brush cut or trimmed by Grantee shall be removed by Grantee unless Grantor otherwise requests.

IT BEING THE INTENTION of the parties hereto that Grantor is hereby granting the uses herein specified without divesting Grantor and heirs or assigns of the right to cultivate, use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no building shall be constructed on the easement without Grantee's written permission.

Title to said lines shall be and remain in said Grantee

TO HAVE AND TO HOLD said easement and rights aforesaid with all and singular, the rights, privileges, appurtenances, and immunities thereto belonging or in anyway appertaining unto Grantee its lessees, licensee, successors or assigns forever. This easement conveyance shall run with the land and shall be binding upon Grantor and Grantor's heirs, administrators, executors, successors and assigns. Grantor hereby covenants that Grantor is the owner(s) of the above-described land, subject to existing liens and right-of-way easements of record.

SIGNATURES ON FOLLOWING PAGE

IN TESTIMONY WHEREOF, Grantor has hereunto executed this Easement on the date first above written.

| City of Lee's Su | <u>ummit</u> | | | |
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| Ву: | | | ATTEST: | |
| Print Name: | | | _ | CLERK |
| Title: | | | _ | |
| SEAL | | | | |
| SEAL | | | | |
| | | ACKNOWI | EDGEMENT | |
| State of | |)) SS. | | |
| County of | |) | | |
| to me p person(s) descri is the instrument is the on behalf of said adopted and pas acknowledged s purposes therein | ersonally known bed in and who established in and who established in and who established in stated. | o, (or proved to use executed the force of said municipal authority of its book obe the free actions.) | regoing instrument, and a more of that set lity and that said instrument operand pursuant to Ordina and the said | actory evidence) to be the acknowledged that he/she hal affixed to the forgoing ent was signed and sealed unce No duly |
| year aforesaid. | WHEREOI, III | ave nereunto se | tiny hand and anixed in | ry omeiai seai the day and |
| My Commission | Expires: | | Notary Public | |

WR#: 869064 Validation by: dejarnette