EXHIE	BIT A
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<u>S 17 NW</u>	/SW	QQ/Q
T 48 Jackson		County
R 31 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:

ICommencing at a found 5/8" rebar, at the Northwest corner of the NE 1/4, of the SW 1/4, of said Section 17; thence S88°06'39"E, along the North line of said SW 1/4, also the North line of Howard Park, a distance of 229.58 feet to the Point of Beginning; thence continuing S88°06'39"E, along said North line, a distance of 10.02 feet; thence leaving said North line, S05°15'46"W, a distance of 24.13 feet; thence S08°39'07"E, a distance of 114.43 feet; thence S17°10'25"E, a distance of 51.42 feet; thence S39°12'30"E, a distance of 38.50 feet; thence S51°06'19"E, a distance of 7.59 feet; thence N64°13'44"E, a distance of 11.58 feet; thence S25°46'16"E, a distance of 10.00 feet; thence S64°13'44"W, a distance of 17.81 feet; thence S13°17'18"E, a distance of 25.79 feet; thence S16°14'10"W, a distance of 26.09 feet; thence N73°45'50"W, a distance of 10.00 feet; thence N16°14'10"E, a distance of 23.45 feet; thence N13°17'18"W, a distance of 36.45 feet; thence N39°12'30"W, a distance of 39.81 feet; thence N17°10'25"W, a distance of 54.11 feet; thence N08°39'07"W, a distance of 116.40 feet; thence N05°15'46"E, a distance of 24.76 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 Summit	
Ву:	ATTEST:
Print Name:	CLERK
Title:	
SEAL	
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A	CKNOWLEDGEMENT
State of) SS. County of)	
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to me personally known, (or person(s) described in and who executis theof instrument is the corporate seal of said on behalf of said municipality by author adopted and passed on	, before me a Notary Public, appeared roved to me on the basis of satisfactory evidence) to be the ed the foregoing instrument, and acknowledged that he/she , and that seal affixed to the forgoing municipality and that said instrument was signed and sealed ity of its board pursuant to Ordinance No duly and the said he free act and deed of said municipality, executed for the
IN TESTIMONY WHEREOF, I have he year aforesaid.	reunto set my hand and affixed my official seal the day and

My Commission Expires: \_\_\_\_\_ Notary Public \_\_\_\_\_