
EASEMENT CONVEYANCE

THIS EASEMENT made and entered into this ____ day of _____, 2020, by and between the City of Lee's Summit, Missouri, a political subdivision of the State of Missouri, (hereinafter "Grantor") and Evergy, a Missouri corporation, whose mailing address is PO Box 418679, Kansas City, Missouri, 64141-9679, and its and their affiliates, lessees, licensees, designees, successors and assigns, of Jackson County, Missouri (hereinafter "Grantee").

After recording mail to: Evergy Inc.
 PO Box 418679
 Kansas City, Missouri 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:

A permanent electric easement being a tract of land 10.00 feet in width; being part of the Northeast Quarter of Section 7, Township 47 North, Range 31 West of the Fifth Principal Meridian, in the City of Lee's Summit, Jackson County, Missouri, said tract being more particularly described as follows:

(The following description is based on Grid North, Missouri Coordinate System of 1983 and matches description calls and bearings per Construction Plan Documents for the

Summit Waves – Wave Pool Addition dated June 2019, and a Certificate of Survey by Schmitz, King & Associates, Inc., Job No. 06003, dated February 17, 2006.

Commencing at the Southeast corner of said Northeast Quarter of said section 7; thence N 02°21'56" E along the East line of said Northeast Quarter of said Section 7, a distance of 366.17 feet to a found ½" rebar with plastic cap stamped "ASC MLS76D KLS3" at a point on the Northerly Right-of-Way line of U.S. Highway 50, as now established; thence N 71°39'24" W along said Northerly Right-of-Way line, a distance of 138.18 feet to a found ½" rebar with plastic cap stamped "ASC MLS76D KLS3" at a point on the East Right-of-Way line of Jefferson Street; thence N 12°29'22" W along said Easterly Right-of-Way line, a distance of 121.00 feet to a found ½" rebar with plastic cap stamped "ASC MLS76D KLS3" at a point on said Easterly Right-of-Way line; thence N 05°02'26" W along said Easterly Right-of-Way line, a distance of 121.22 feet to a found ½" rebar with plastic cap stamped "ASC MLS76D KLS3" at a point on said Easterly Right-of-Way line; thence N 06°30'45" W along said Easterly Right-of-Way line, a distance of 141.92 feet to a found ½" rebar with plastic cap stamped "ASC MLS76D KLS3" at a point on said Easterly Right-of-Way; thence N 26°44'51" W, a distance of 7.81 feet to the Point of Beginning of said centerline of 10.00 feet wide electric easement; thence S 87°36'06" E along said centerline, a distance of 60.50 feet to the point of termination of said centerline of 10.00 feet wide electric easement, with edges of said easement to be trimmed or extended to terminate on said Easterly Right-of-Way line.

Said easement containing 605.00 square feet.

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.

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

William A. Baird, Mayor

APPROVED AS TO FORM:

Superintendent of Legal Services and
Human Resources/Staff Attorney

ATTEST:

Clerk of the City of Lee’s Summit, Missouri

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On this the ____ day of _____, 2020, before me, a Notary Public, appeared William A. Baird, to me personally known, or proved to me on the basis of satisfactory evidence, to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he is the Mayor of the City of Lee’s Summit, Missouri, and that seal affixed to the foregoing instrument is the corporate seal of said municipality by authority of its Council pursuant Ordinance No. _____, duly adopted and passed on June 9, 2020, and the said Mayor of the City of Lee’s Summit acknowledged said instrument to be the free act and deed of said municipality, executed for the purposes therein stated.

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

Notary Public

My Commission Expires: