



ELECTRONICALLY RECORDED  
JACKSON COUNTY, MISSOURI

10/05/2020 8:37 AM

FEE: \$27.00 3 PGS

INSTRUMENT NUMBER  
2020E0091295

## TEMPORARY CONSTRUCTION EASEMENT (INDIVIDUAL)

THIS AGREEMENT, made and entered into this 22 day of September, 2020 is by and between **Kenneth and Mary E. Sargent**, hereinafter called **GRANTOR**, and the City of Lee's Summit, a Municipal Corporation located in Jackson and Cass Counties, Missouri, with a mailing address of 220 S.E. Green Street, Lee's Summit, Missouri 64063, hereinafter called **GRANTEE**. The **GRANTOR**, for and in consideration of the sum of One and no/100's Dollars (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which hereby acknowledged, does hereby grant, bargain, sell, convey, and confirm unto the **GRANTEE** a Temporary Construction Easement for use in the establishment, building and construction of public streets, alleys, roadways and thoroughfares (together with all necessary appurtenances thereto) and widening, re-establishment, reconstruction, and repair of existing streets, alleys, thoroughfares, and roadways; the construction, reconstruction and repair of sanitary sewer lines, water lines, storm sewers, drainage ditches, waterways, and other municipal projects; on, over, under, and across the following described land in the County of Jackson, and the State of Missouri, to-wit:

*See attached Exhibit "A"*

**GRANTEE**, its employees and duly authorized agents, its contractors and their employees shall have the right to enter upon the above described land at any and all times to construct, build, repair, survey; operate and store machinery and equipment; establish, alter and change grade and contour of the land; remove trees, brush, shrubbery, bushes, permanent structures and personal property including fences; and to use said land for all reasonable purposes during the construction period of the project, and for ninety (90) days thereafter, at which time all rights of **GRANTEE** herein conveyed in the above described land shall terminate and cease.

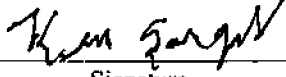
**GRANTEE**, agrees that it will restore, replace, relocate, and repair all existing driveways, sidewalks, steps, fences, and utility installations located within the easement area, which are damaged or temporarily removed during the course of construction. **GRANTEE** shall also grade, seed, or sod yard areas damaged by said construction. Such restoration and replacement shall be at the sole expense of the **GRANTEE**, and shall be of substantially equal value to existing improvements. However, this commitment shall not be construed to require additional compensation for items herein designated for permanent removal. **GRANTOR**, its successors and assigns, hereby waive and release **GRANTEE** from any and all claims for damages or compensation either now or in the future arising by reason of the use of said real estate for the purposes herein.


**GRANTOR**, to the fullest extent allowed by law, including, without limitation, section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

Project:  
Project Activity No.:  
Tract:

**GRANTOR**, herewith acknowledges receipt of a good and sufficient consideration to compensate for any and all damage suffered or to be suffered or sustained by them as a result of removal of trees, shrubs and other permanent improvements on the easement herein described, other than those to be replaced, if any, as herein provided, together with any and all damages suffered or to be suffered or sustained by **GRANTOR** as a result of the relocation, construction, or maintenance of the facilities to be built by **GRANTEE** and any and all other damage suffered or to be suffered or sustained by **GRANTOR** as a result of the use of this easement by **GRANTEE** or its contractors, employees and agents.

IN WITNESS WHEREOF, Grantor has hereunto set \_\_\_\_\_ hand this 22 day of September, 2020.

  
Signature  
KEN SARGENT  
Printed Name

  
Signature  
Mary E. Sargent  
Printed Name

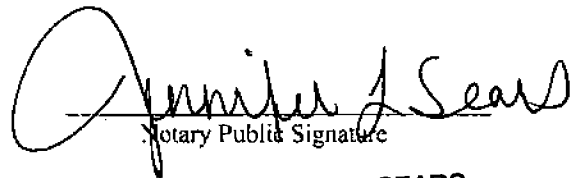
### INDIVIDUAL ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF JACKSON

On this 22<sup>nd</sup> day of September, 2020, before me personally appeared Kenneth and Mary E. Sargent, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or they) executed the same as his (or their) free act and deed.

WITNESS my hand and official seal in the County and State aforesaid, the day and year first above written.

  
Notary Public Signature

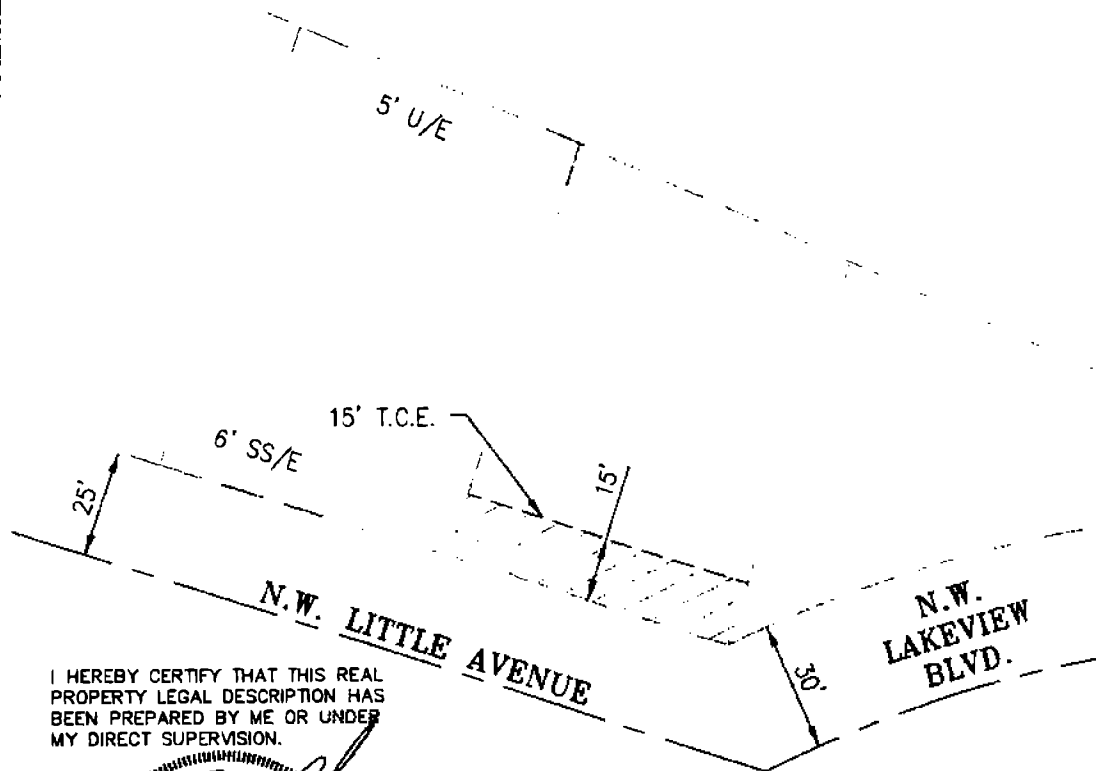
JENNIFER L. SEARS  
NOTARY PUBLIC-NOTARY SEAL  
STATE OF MISSOURI  
JACKSON COUNTY  
MY COMMISSION EXPIRES 2/26/2021  
MY COMMISSION # 17989434

**EXHIBIT "A"**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**PART OF LOT 5, LITTLE'S ADDITION #1,**  
**IN THE CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI.**

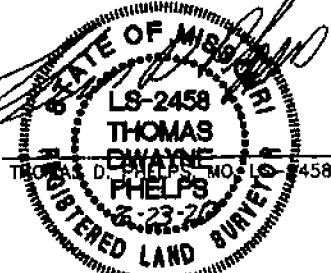
**DESCRIPTION:**

ALL OF THAT PART OF LOT 5, LITTLE'S ADDITION #1, A PLATTED SUBDIVISION OF LAND IN THE CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 15.00 FEET OF LOT 5 OF SAID LITTLE'S ADDITION #1; CONTAINING 1,024 SQUARE FEET, MORE OR LESS.



I HEREBY CERTIFY THAT THIS REAL  
PROPERTY LEGAL DESCRIPTION HAS  
BEEN PREPARED BY ME OR UNDER  
MY DIRECT SUPERVISION.



SCALE: 1"=40'



SHEET 1 OF 1



PLANNING  
ENGINEERING  
IMPLEMENTATION

**PHELPS ENGINEERING, INC**  
1270 N. Winchester  
Olathe, Kansas 66061

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CERTIFICATE OF AUTHORIZATION KANSAS LAND  
SURVEYING - LS-82  
ENGINEERING - E-381  
CERTIFICATE OF AUTHORIZATION MISSOURI  
LAND SURVEYING-2007001128  
ENGINEERING-2007006058

PROJECT NO. 171125

DATE: 3/23/20

BY: SHH