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TEMPORARY CONSTRUCTION EASEMENT
MISSOURI CORPORATION-SEAL

THIS AGREEMENT, made and entered into this 18 day of September, 2018 is by and between D & J Development Co., a Corporation organized and existing under the laws of the State of Missouri, hereinafter called **GRANTOR**, and the City of Lee's Summit, a Municipal Corporation of Jackson County, 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 considerations, 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" for Legal

GRANTEE, its employees and duly authorized agents, its contractors and their employees shall have the right to enter upon 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 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, and restore yard areas damaged by said construction work. 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, 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.

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**, a Corporation, has caused these presents to be signed by its President or Vice President and attested by its Secretary, and its Corporate Seal to be hereunto affixed this 18 day of September, 2018.

D & J Development Company Inc.:

By: Jessie Elaine Bui
[Signature of President or Vice President]

Project:
Project Activity No.:
Tract:

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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**, a Corporation, has caused these presents to be signed by its President or Vice President and attested by its Secretary, and its Corporate Seal to be hereunto affixed this 18 day of September, 2018.

D & J Development Company Inc.:

By: Jessie Davis Davis
[Signature of President or Vice President]

Teresa Diane Biver, president
[Printed name and title]

ATTEST:

CORPORATE SEAL

Doris A. Biver
Secretary

Doris A. Biver
Printed name

ACKNOWLEDGMENT

STATE OF Mississippi

COUNTY OF Jackson

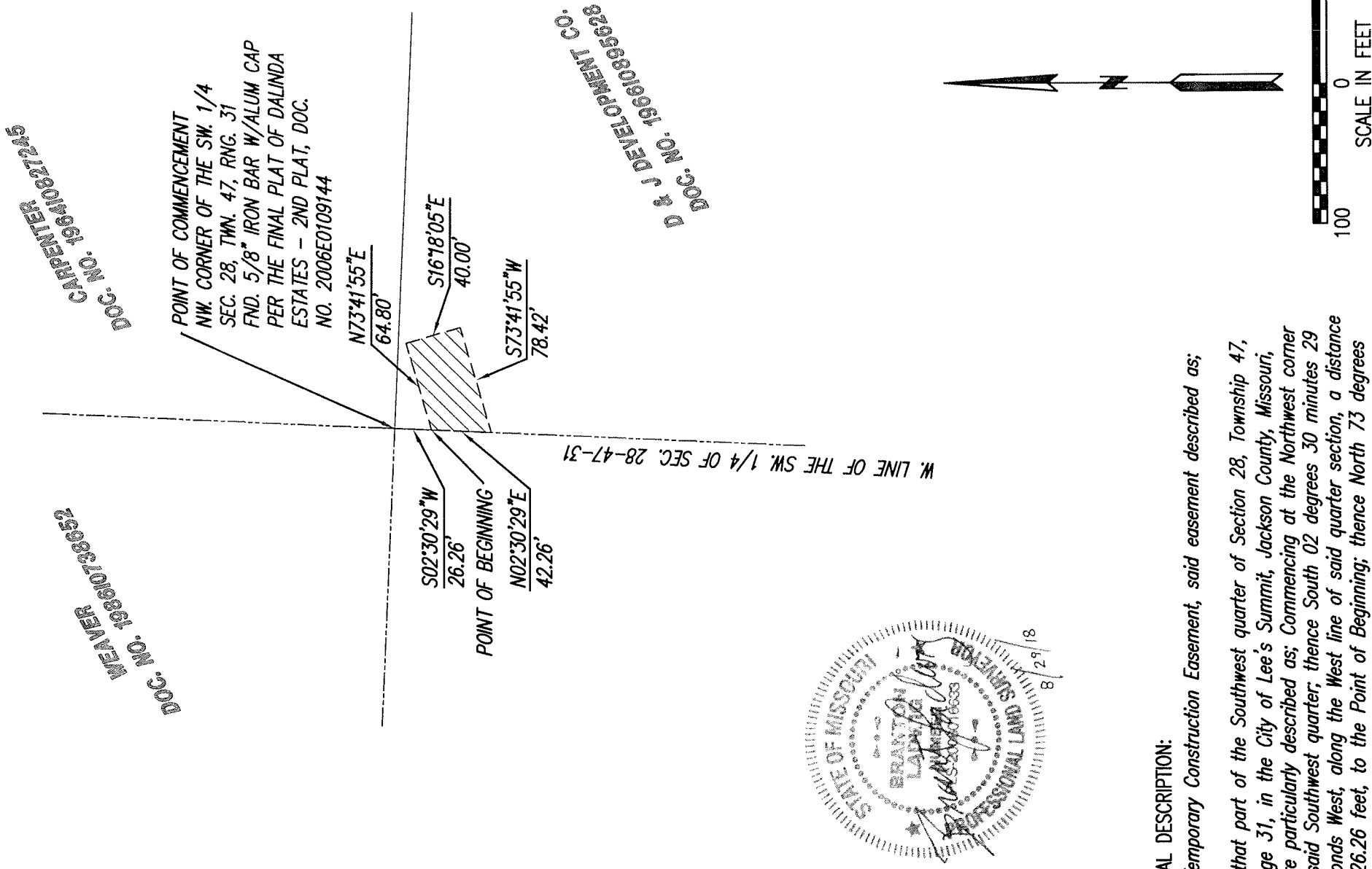
On this 18 day of Sept, 2018, before me appeared Teresa Diane Biver (name),
to me personally known, who, being by me duly sworn did say that he or she is the President
of D & J Development Company, Inc., and that said instrument was signed in behalf of said corporation by
authority of its board of directors, and said Teresa Diane Biver (name) acknowledged
said instrument to be the free act and deed of said corporation.

Frances A. Waterson
Notary Public Signature



FRANCES A. WATERSON
My Commission Expires
October 3, 2021
Jackson County
Commission #13401500

EASEMENT "5A" TEMPORARY CONSTRUCTION EASEMENT



LEGAL DESCRIPTION:
A Temporary Construction Easement, said easement described as;
All that part of the Southwest quarter of Section 28, Township 47, Range 31, in the City of Lee's Summit, Jackson County, Missouri, more particularly described as; Commencing at the Northwest corner of said Southwest quarter; thence South 02 degrees 30 minutes 29 seconds West, along the West line of said quarter section, a distance of 26.26 feet, to the Point of Beginning; thence North 73 degrees 41 minutes 55 seconds East, a distance of 64.80 feet; thence South 16 degrees 18 minutes 05 seconds East, a distance of 40.00 feet; thence South 73 degrees 41 minutes 55 seconds West, a distance of 78.42 feet, to a point on the West line of said quarter section; thence North 02 degrees 30 minutes 29 seconds East, along the West line of said quarter section, a distance of 42.26 feet, to the Point of Beginning. Containing 2,864.50 Sq.Ft.

LADWIG & ASSOCIATES, LLC.
LAND SURVEYORS
33604 E. 235th Street
Pleasant Hill, Missouri 64080
816-309-6621