



PRIVATE DRAINAGE EASEMENT
MISSOURI CORPORATION - SEAL

THIS AGREEMENT, made this 18 day of September, 2018, by and between D & J Development Company Inc, a Corporation organized and existing under the laws of the State of Missouri, hereinafter called **Grantor**, and the JCM Development LLC, a Missouri Limited Liability Corporation with a mailing address of 1314 SW Market St, Jackson County, Lee's Summit, Missouri 64081, **Grantee**.

WITNESSETH, that the **Grantor**, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid by the **Grantee**, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said **Grantee**, its successors and assigns, a permanent and exclusive easement for the construction, operation, maintenance, repair, replacement and removal of sewer pipe lines, manholes, and appurtenances thereto, including the right and privilege at any time and from time to time to enter upon said easement, over, under, through, across, in and upon the following described lands in Jackson County, Missouri, to-wit:

See Attached Exhibit "A" for Legal

GRANTEE, its successors and assigns, shall have the right of ownership, use and control of all sanitary sewers, underground pipe, manholes, and all necessary appurtenances on the above described property and for all proper purposes connected with the installation, use, maintenance, and replacement of the sanitary sewer.

GRANTOR agrees not to obstruct or interfere with **Grantee's** use and enjoyment of the easement granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to such pipe lines, manholes, and appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure other than fences on said easement.

GRANTOR further states that it is lawfully seized of title to the land through which said easement is granted and that it has good and lawful right to convey said easements to the **Grantee** 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.

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: Teresa Diane Bivens
[Signature of President or Vice President]
Teresa Diane Bivens, president
[Printed name and title]

CORPORATE SEAL



ATTEST:

Shirley A. Bivens
Secretary

Project:
Project Activity No.:
Tract:

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D & J Development Company Inc

By: *Teresa Diane Biven*

[Signature of President of Vice President]

CORPORATE SEAL

Teresa Diane Biven, president

[Printed name and title]

ATTEST:

April A. Biven

Secretary



Project:
Project Activity No.:
Tract:

Doris A. Bowen
Printed name

ACKNOWLEDGMENT

STATE OF Missouri
COUNTY OF Jackson

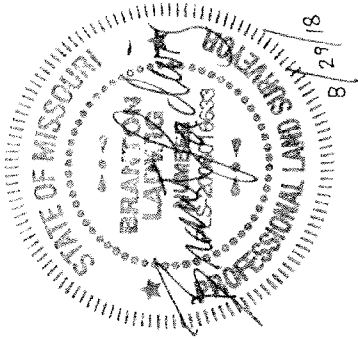
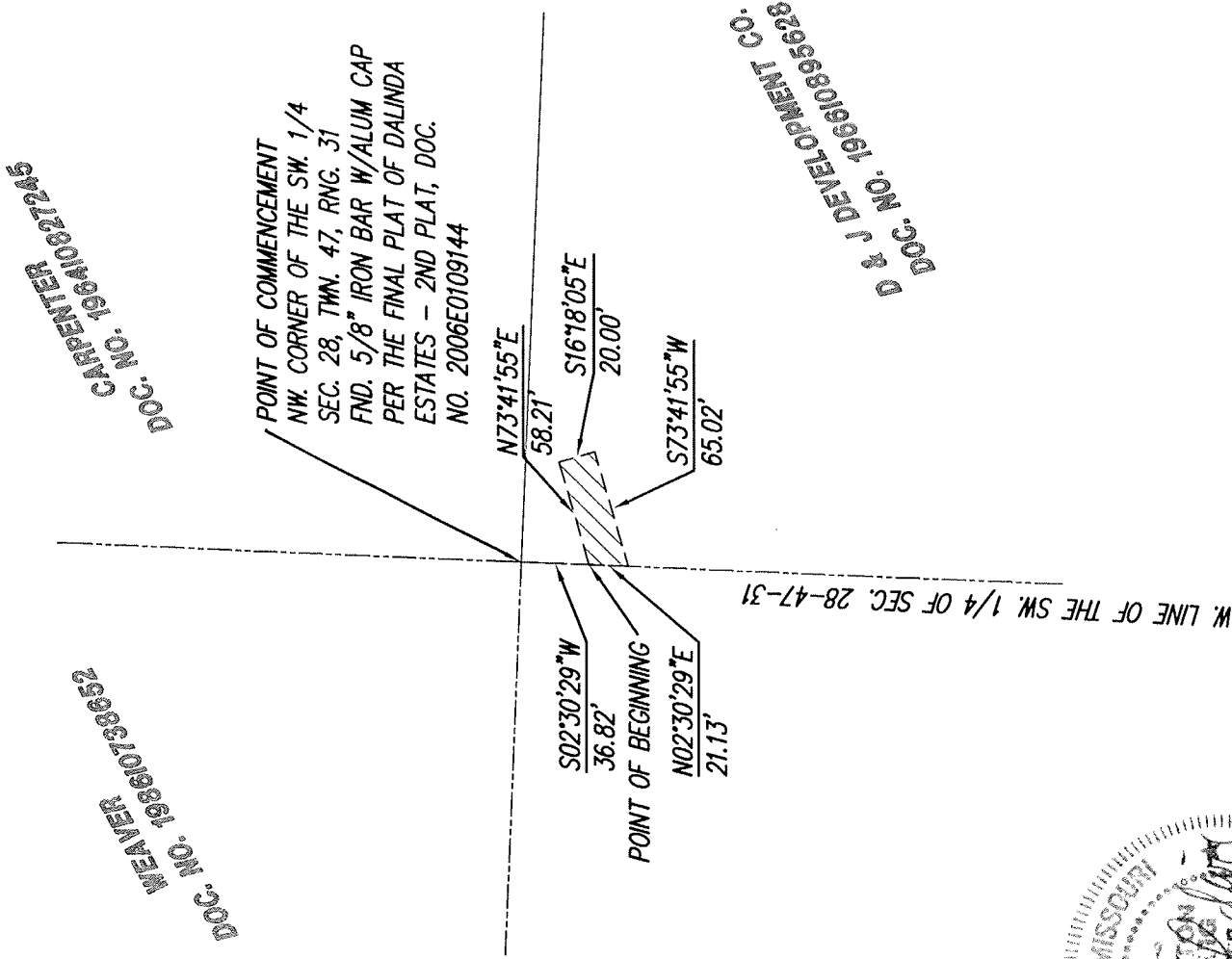
On this 18 day of Sept 2018, before me appeared, Teresa Diane Bowen to me personally known, who being by me duly sworn did say that he or she is the President (position) of D & J Development Company Inc. and that said instrument was signed in behalf of said corporation by authority of it's board of directors,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

Frances A. Waterson
Notary Public Signature



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

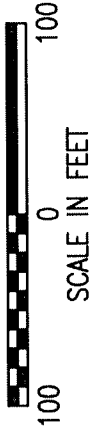
EASEMENT "5" PRIVATE DRAINAGE EASEMENT



LEGAL DESCRIPTION:

A Private Drainage 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 36.82 feet, to the Point of Beginning; thence North 73 degrees 41 minutes 55 seconds East, a distance of 58.21 feet; thence South 16 degrees 18 minutes 05 seconds East, a distance of 20.00 feet; thence South 73 degrees 41 minutes 55 seconds West, a distance of 65.02 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 21.13 feet, to the Point of Beginning. Containing 1,232.25 Sq.Ft.



LADWIG & ASSOCIATES, LLC.

LAND SURVEYORS

33604 E. 235th Street
Pleasant Hill, Missouri 64080
816-309-6621