

## **TEMPORARY CONSTRUCTION EASEMENT**

THIS TEMPORARY CONSTRUCTION AGREEMENT ("Agreement"), made and entered into this 23rd day of January 2023 ("Effective Date") is by and between **TRUST B UNDER THE ALDIGE FAMILY TRUST AGREEMENT DATED 07-05-1990**, 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, and widening, re-establishment, reconstruction, and repair of existing streets, alleys, thoroughfares, and roadways, together with all necessary appurtenances thereto; the construction, reconstruction and repair of sanitary sewer lines, water lines, storm sewers, drainage ditches, waterways, together with all necessary appurtenances thereto, and other municipal projects ("Improvements"); on, over, under, and across the following described land in the County of Jackson, and the State of Missouri, to-wit:

**THE EASTERLY 25 FEET OF LOT 4 OF RAINTREE LAKE VILLAGE LOTS 1-6 & TR A---LOT 4, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MO**

**SEE EXHIBIT "A" for TRACT MAP**

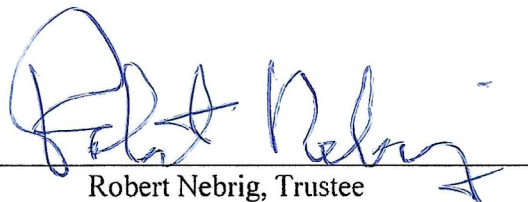
This Agreement shall commence on the Effective Date and continue for **1 year** ("TCE Period") from the date **GRANTEE** commences construction on the Improvements. **GRANTEE** shall provide written notice to **GRANTOR** notifying **GRANTOR** of the date **GRANTEE** intends to commence construction in Easement Area ("Commencement Date"). If **GRANTEE** completes the Improvements prior to the TCE Period, **GRANTEE** shall deliver a written notice to **GRANTOR** notifying them of said completion and this Agreement shall automatically terminate upon receipt by **GRANTOR** of said notice. Otherwise, this Agreement shall automatically terminate after the TCE Period has expired without any further action by the parties unless mutually agreed by the parties in writing to extend this Agreement and the TCE Period.

**GRANTEE**, its employees and duly authorized agents, its contractors and their employees shall have the right to enter upon the Easement Area at any and all times after the Commencement Date and during the TCE Period 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.

**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.

This grant and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns of the **GRANTOR**.

IN WITNESS WHEREOF, **Grantor** has hereunto set his, her, or their hand this 23 day of JANUARY 2023.

  
Robert Nebrig, Trustee

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF San Mateo

On this 23 day of Jan. 2023, before me personally appeared **Robert Nebrig**, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that she (or they) executed the same as her (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.



Maribel Sanchez Aguilera  
Notary Public Signature



EXHIBIT "A"

