

07/18/2023 10:50 AM

FEE: \$27.00

3 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2023E0050521

Book: Page:
Diana Smith, Recorder of Deeds

SANITARY SEWER EASEMENT

THIS AGREEMENT, made this 30 day of March, 2023, by and between Choyce, LLC, a Missouri Limited Liability Company, **Grantor**, and the City of Lee's Summit, Missouri, a Municipal Corporation with a mailing address of Jackson County, Missouri, 220 S.E. Green Street, Lee's Summit, Jackson County, Missouri 64063, **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:

A tract of land being located in the Northwest Quarter of Section 36, Township 47 North, Range 32 West, in Lees Summit, Jackson County, Missouri the centerline being more particularly described as follows:

Commencing at the Northeast corner of Tract NN of Napa Valley Lots 130A & 132A & Tract NN, a subdivision in said Lees Summit; thence North 87° 54' 19" West along the North line of said Tract NN, a distance of 368.78 feet, said point being the Point of Beginning of the 30.00 foot easement being 15.00 feet on either side of the following described centerline: thence South 2° 15' 36" West, a distance of 2.76 feet; thence South 22° 27' 25" West, a distance of 213.26 feet to a point on the North line of an existing 30' Sanitary Sewer Easement Per Doc. No. 2016E0116406, said point being the Point of Termination. Containing 6,492.68 sf more or less

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 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 easement 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.

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**.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities thereunto belonging or in any way appertaining, unto the City of Lee's Summit, Missouri, a Municipal Corporation, and to its successors and assigns forever.

IN WITNESS WHEREOF, **Grantor** has hereunto set his hand this 30 day of march, 2023.

Signature
Kevin Higdon, Member

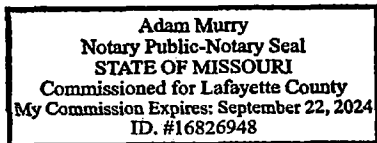
ACKNOWLEDGMENT

STATE OF MISSOURI

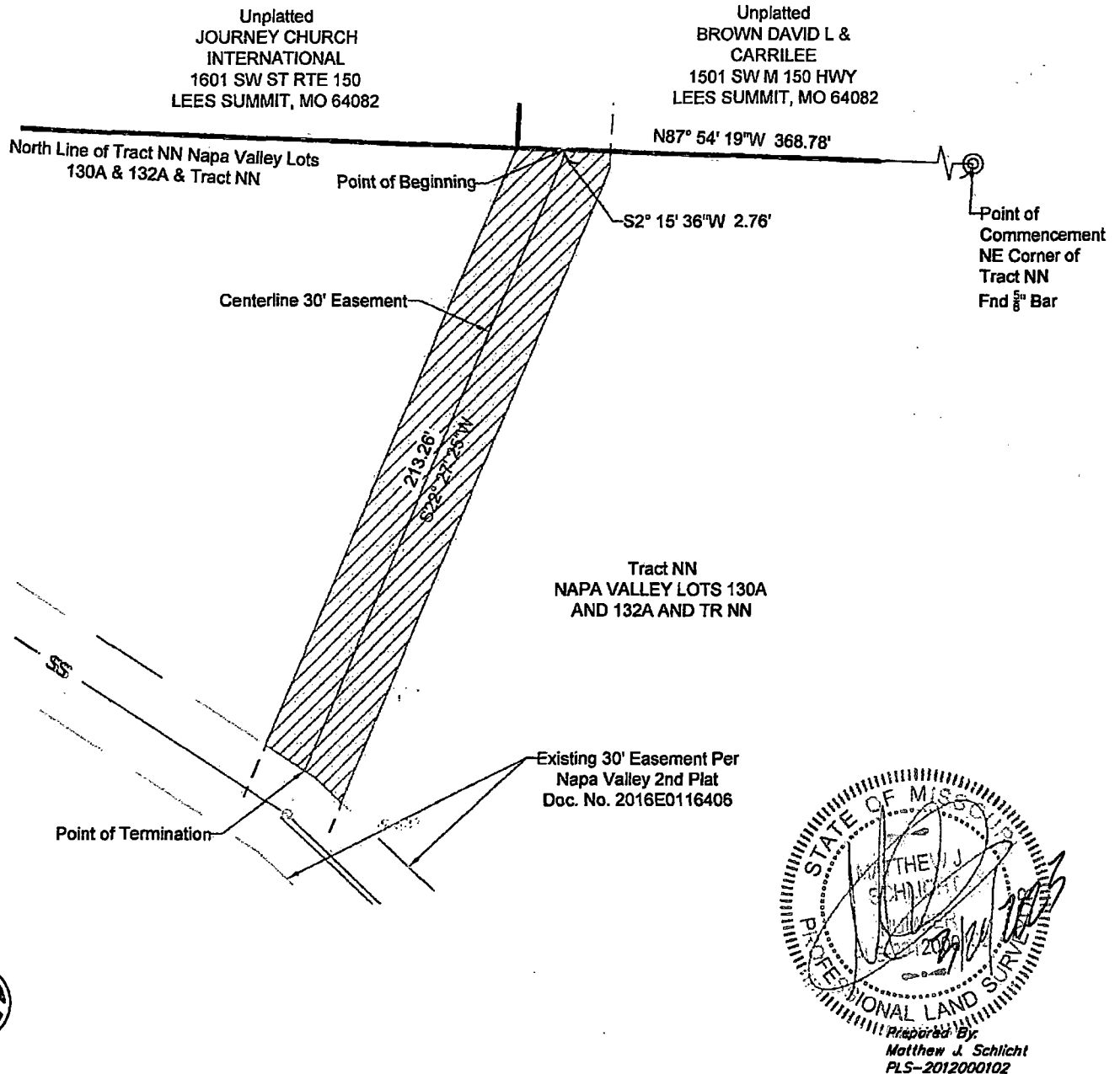
COUNTY OF JACKSON

On this 30 day of march, 2023, before me personally appeared Kevin Higdon, Member, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as his 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
Adam Murry
Print Name



Easement Description

A tract of land being located in the Northwest Quarter of Section 36, Township 47 North, Range 32 West, in Lees Summit, Jackson County, Missouri the centerline being more particularly described as follows:

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Easement Exhibit

**Sanitary
Sewer
Esmt**

SHEET 1 OF 1

DATE:

3/23/2023

PROJECT NUMBER:

Raintree Village

REV. TO DWG.:

N/A

SCALE:

1"=50'

Easement Exhibit

San. Sewer Easement

Raintree Village

Lee's Summit, Jackson County, Missouri



**ENGINEERING
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