



ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI
05/18/2018 02:43:56 PM
AGRE FEE: \$ 24.00 2 Pages

INSTRUMENT NUMBER:
2018E0043793

IRREVOCABLE CONSENT TO DEDICATE A SANITARY SEWER AGREEMENT

THIS AGREEMENT, made this 31st day of JANUARY, 2018, by and between Hunt Midwest Real Estate Development, Inc, a Missouri Corporation, 8300 NE Underground Dr, Stop 100, Kansas City, MO 64161, **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**, and for its successors in interests and assignees, does by agree to execute a 30-foot wide sanitary sewer easement, in a form used customarily by the Grantee, for purposes of development of the parcel of land that generally lies north of Eagle Creek - Fifteenth Plat, Tract Q unto said **Grantee**, its successors and assigns, 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:

Through Eagle Creek - Fifteenth Plat, Tract Q with the actual Easement description to be prepared at a future date but generally located within Eagle Creek Fifteenth Plat - Tract Q, on the West/Nothwest side of the creek for a total possible width of thirty (30) feet where said easement may be located. Additional temporary construction easement to be granted until line is installed and accepted by the City.

GRANTEE may delegate the responsibilities of the **GRANTEE** to the developer of said Parcel adjacent and lying north of said Tract Q, its successor and assigns.

Prior to execution of the easement the Grantor requires the following be completed or a Letter of Credit be established for those items that cannot be completed prior to the execution of this agreement:

- GRANTOR or its assignee must approve the sanitary sewer route
- GRANTEE or its assignee must be allowed full access to the provided easements during the installation of the sanitary sewer main
- GRANTEE or its assignee will pay all fees, permit costs, bond fees, design fees, construction fees and any and all other fees required to install the sanitary sewer main
- GRANTEE or its assignee will restore the existing ground to pre-construction conditions

KANSAS CITY TITLE
214002

RECEIVED

MAY 22 2018

Development Services

-GRANTOR or its assignee may utilize the new sanitary sewer line, as outlined in Chapter 32 – Water and Sewers City of Lee's Summit Code of Ordinance, if desired.

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.

IN WITNESS WHEREOF, Grantor has hereunto set hand this 31st day of JANUARY, 2018.

Signature F. Brenner Holland Signature _____

Print Name F. Brenner Holland Print Name _____
V.P. & General Manager

ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF ~~JACKSON~~ Clay

On this 31st day of January, 2018, before me personally appeared F. Brenner Holland, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he/she (or they) executed the same as his/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.

My Commission expires: July 16, 2021

Peggy L. Wells
Notary Public Signature

Print Name: Peggy L. Wells

