

SANITARY SEWER EASEMENT (Limited Liability Company)

THIS AGREEMENT, made this _____ day of _____, 2020, by and between **BURNETT INVESTMENTS LLC, Grantor**, a Limited Liability Company organized and existing under the laws of the State of Missouri, and the City of Lee's Summit, Missouri, a Municipal Corporation with a mailing address of 220 S.E. Green, Jackson County, Lee's Summit, 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:

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.

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 caused these presents to be signed by its _____ and attested by its Secretary, this _____ day of _____, 2020:

(Insert name of LLC)

By: _____
Signature

[Printed name and title]

ATTEST:

Secretary

Printed name

ACKNOWLEDGMENT

STATE OF MISSOURI

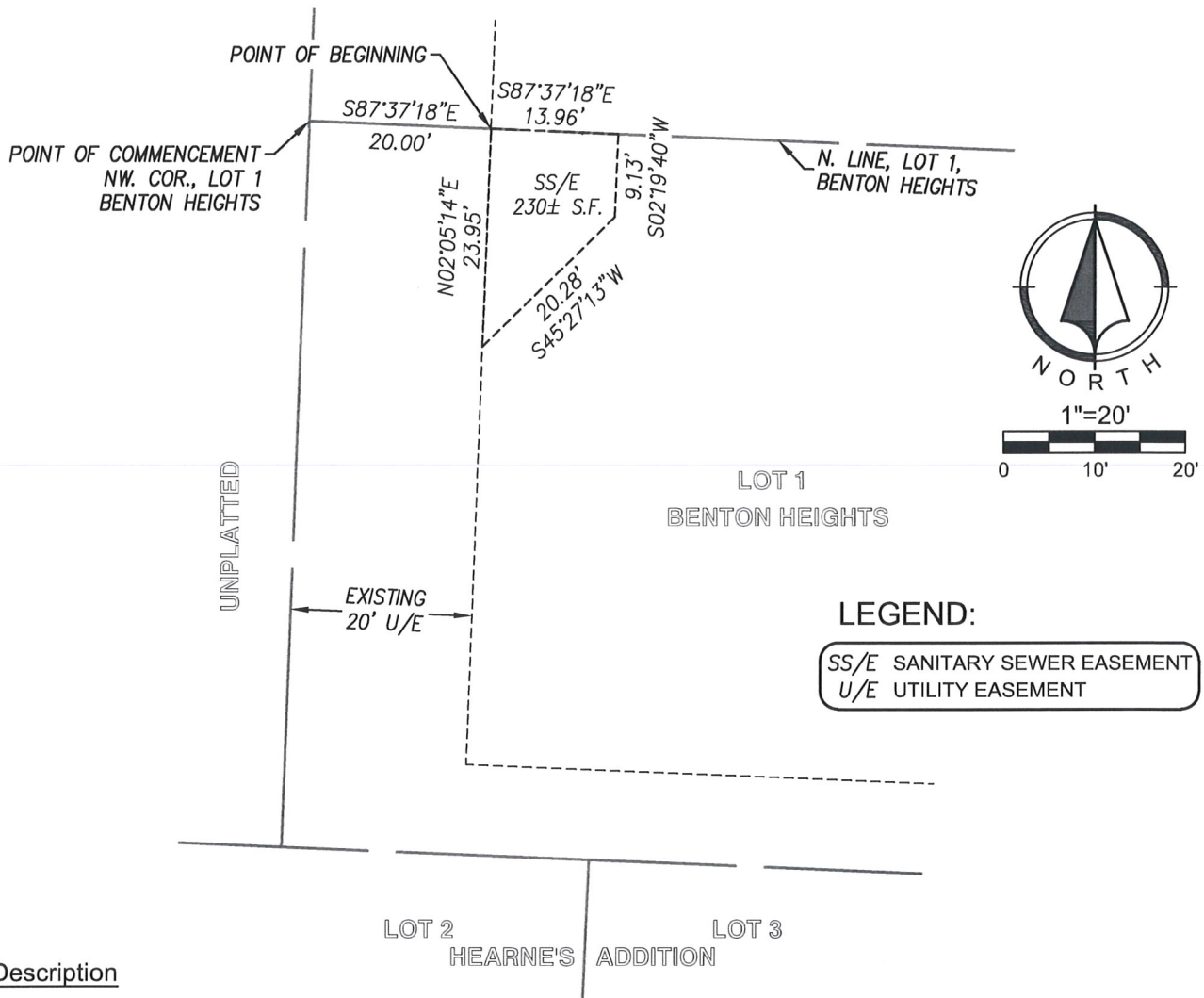
COUNTY OF JACKSON

On this _____ day of _____ in the year 2020, before me, _____ (name of notary), a Notary Public in and for said state, personally appeared _____ (name of manager or member) of *BURNETT INVESTMENTS LLC*, known to me to be the person who executed the within utility easement in behalf of said limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated and further stated that said acknowledged said instrument to be the free act and deed of *BURNETT INVESTMENTS LLC*.

Notary Public Signature

SANITARY SEWER EASEMENT EXHIBIT

Exhibit A



Description

All that part of Lot 1, BENTON HEIGHTS, a subdivision in the City of Lee's Summit, Jackson County, Missouri, more particularly described by Jed A. M. Baughman, Missouri LS-2014020708 of Renaissance Infrastructure Consulting as follows:

Commencing at the Northwest corner of said Lot 1; thence South 87°37'18" East, along the North line of said Lot 1, a distance of 20.00 feet to a point of intersection with the East line of a platted 20.00 foot utility easement, and the Point of Beginning; thence continuing South 87°37'18" East, along said North line, a distance of 13.96 feet; thence departing said North line, South 02°19'40" West a distance of 9.13 feet; thence South 45°27'13" West a distance of 20.28 feet to a point on said East utility easement line; thence North 02°05'14" East, along said East utility easement line, a distance of 23.95 feet to the Point of Beginning, containing 230 square feet, more or less.

