RECORDER'S CERTIFICATION JACKSON COUNTY, MISSOURI

06/23/2020 9:40 AM

FEE: \$33.00

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2020E0052431

Book:

Page:

Robert T. Kelly, Director, Recorder of Deeds

## LIMITED UTILITY EASEMENT

Lot 1 Utility Easement

A tract of land being located in Lot 1, Dahmer Development Lots 1-3, a plat as recorded in the office of the recorder, Jackson County, Missouri, as Document No. 2008E0018991, being more particularly described as follows:

The East 10 feet of said Lot 1.

See Attached Exhibit "A".

and .

A tract of land being located in Lot 1, Dahmer Development Lots 1-3, a plat as recorded in the office of the recorder, Jackson County, Missouri, as Document No. 2008E0018991, being more particularly described as follows:

The North 15 feet of said Lot 1.

See Attached Exhibit "B".

Project: Dahmer Development Project Activity: Utility Easement Tract: Lot 1

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This grant shall not convey or provide to any owner, operator or utility of any nature except the City of Lee's Summit, the right to enter into the legally described areas for the purpose of constructing new lines or facilities for any type of utility service or by any utility company or provider that is not presently within the portion of land legally described herein or is the GRANTEE. This conveyance expressly intends and requires that new utility owners, operators or companies who are not the City of Lee's Summit, Missouri, shall be required to obtain written consent from GRANTOR and GRANTEE before entering into and/or using such UTILITY EASEMENT described and conveyed herein. It is further intended that any such written consent shall be subordinate to the rights granted herein to other utility companies and the GRANTEE.

**GRANTEE**, its employees and duly authorized agents, its contractors and their employees shall have the right to enter upon above described land at any and all times 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 improvements which are lawfully located within the easement area legally described above on the date of this easement, which are damaged or temporarily removed during the course of any work within the easement granted by this document. 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.

**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.

GRANTOR herewith acknowledges receipt of a good and sufficient consideration to compensate for any and all damage suffered or to be suffered or sustained by them as a result of removal of trees, shrubs and other permanent improvements on the easement herein described, other than those to be replaced, if any, as herein provided, together with any and all damages suffered or to be suffered or sustained by GRANTOR as a result of the relocation, construction, or maintenance of the facilities to be built by GRANTEE and any and all other damage suffered or to be suffered or sustained by GRANTEE or its contractors, employees and agents.

Project: Dahmer Development Project Activity: Utility Easement Tract: Lot 1

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IN WITNESS WHEREOF, Grantor has hereunto set \_His\_\_ hand this \_22 day of \_Tune\_\_\_\_\_, 2020.

Signature

Dusty Dahmer, Executive Member

## **ACKNOWLEDGMENT**

STATE OF MISSOURI

COUNTY OF HACKSON LA Payet of

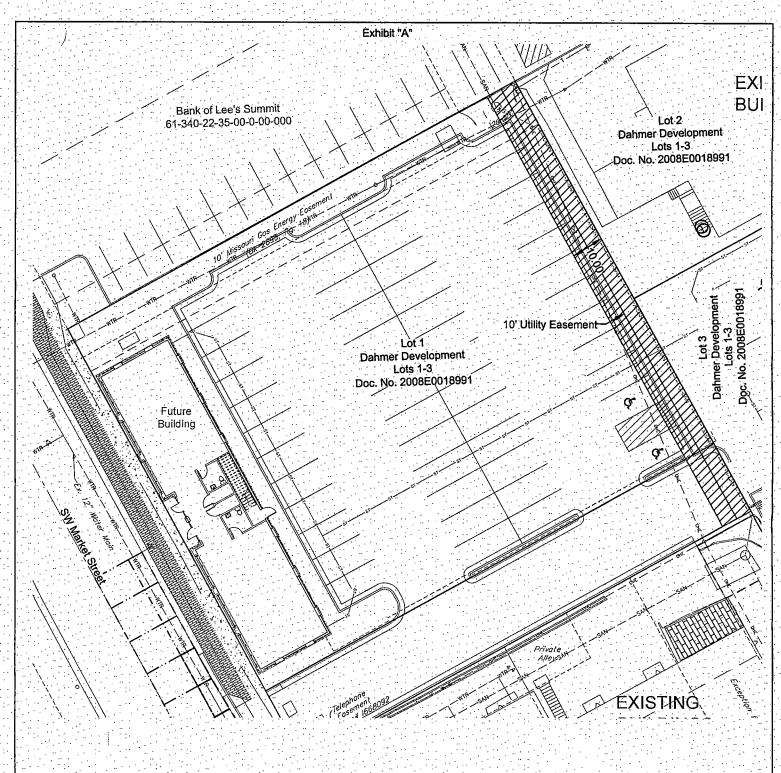
On this <u>22</u> day of <u>7</u> day of <u>7</u> 2020, before me appeared *Dusty Dahmer*, to me personally known, who, being by me duly sworn did say that he is the Executive Member of Tustin LLC, and that said instrument was signed in behalf of said corporation by authority of its board of directors, and said Dusty Dahmer acknowledged said instrument to be the free act and deed of said corporation.

Notary Public Signature

ADAM MURRY
Notary Public - Notary Seal
STATE OF MISSOURI
Commissioned for Lafayette County
My Commission Expires: 7-22-20
Commission # 16826948

Project: Dahmer Development Project Activity: Utility Easement Tract: Lot 1

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### Easement Description

A tract of land being located in Lot 1, Dahmer Development Lots 1-3, a plot as recorded in the Office of the Recorder, Jackson County, Missouri, as Document No. 2008E0018991, being more particularly described as follows:

The East 10 feet of said Lot 1.

Easement Exhibit

**Utility Esmt** 

SHEET 1 OF 1

DATE: 5/29/2020
PROJECT NUMBER: Reece Nichols
REV. TO DWG.:

N/A

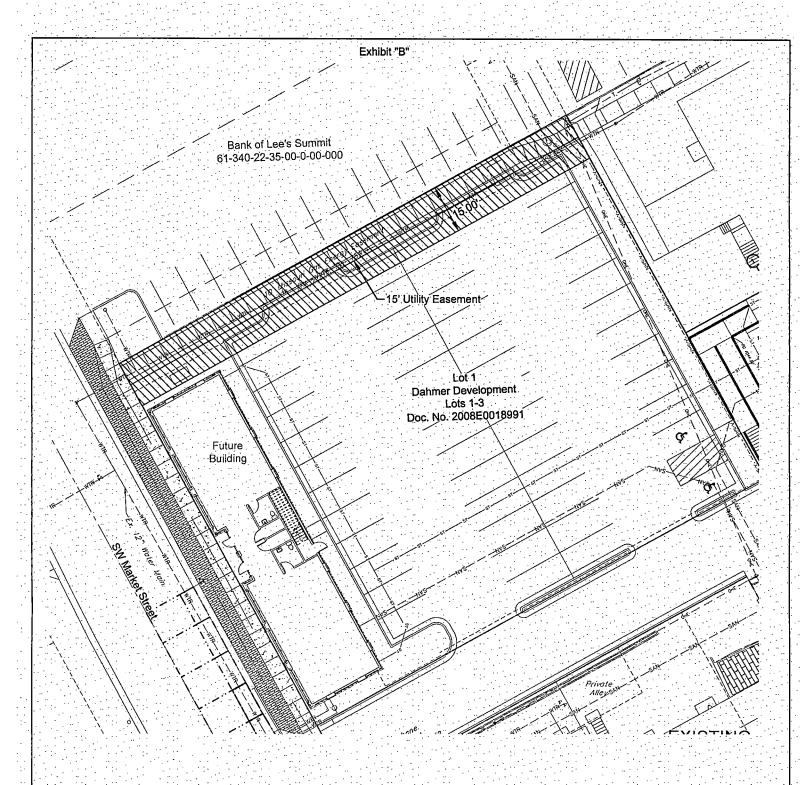
1"=30'

Easement Exhibit

# **Dahmer Development**

Löt 1, Dahmer Development Lots 1-3 Lee's Summit, Jackson County, Missouri







### Easement Description

A tract of land being located in Lot 1, Dahmer Development Lots 1-3, a plot as recorded in the Office of the Recorder, Jackson County, Missouri, as Document No. 2008E0018991, being more particularly described as follows:

The North 15 feet of said Lot 1.

Easement Exhibit

**Utility Esmt** 

SHEET 1 OF 1

DATE:

6/12/2020'
PROJECT NUMBER:
Reece Nichols
REV. TO DWG.:

N/A

.E: 1"=30' Easement Exhibit

# Reece & Nichols

Lot 1, Dahmer Development Lots 1-3 Lee's Summit, Jackson County, Missouri

