



ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI
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EASE FEE: \$ 33.00 5 Pages
INSTRUMENT NUMBER:
2018E0021407

SANITARY SEWER EASEMENT (INDIVIDUAL)

THIS AGREEMENT, made this 12th day of March, 2018, by and between Annette and Kenneth James Howie, wife and husband, **Grantor**, 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.

**SANITARY SEWER EASEMENT
(INDIVIDUAL)**

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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 _____ hand this _____ day of _____ 2018.

Annette Hawk
Signature

Kenneth James Hawk
Signature

Annette Hawk
Printed Name

Kenneth James Hawk
Printed Name

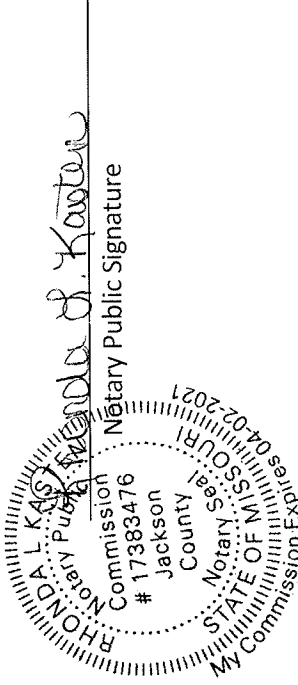
INDIVIDUAL ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF JACKSON

On this 12th day of March 2018, before me personally appeared, Annette and Kenneth James Hawk, wife and husband to me known to be the person (or persons) described in and who executed the forgoing 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



EASEMENT "1" 40' SANITARY SEWER EASEMENT

SHAMROCK HILLS, INC.
DOC. NO. 1984103725231

E. LINE OF THE NE. 1/4 OF SEC. 29-47-31

POINT OF TERMINATION

C/L 40' SANITARY SEWER EASEMENT

CARPENTER
DOC. NO. 1984103727245

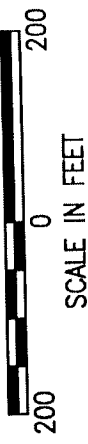
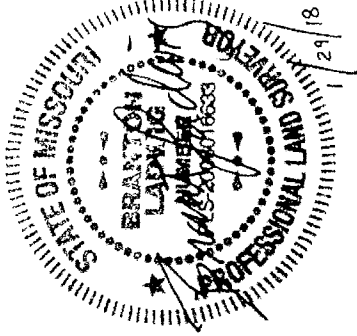
N02°30'29"E
973.50'

WEAVER
DOC. NO. 198610738652

S. LINE OF THE NE. 1/4 OF SEC. 29-47-31

POINT OF BEGINNING
N87°44'49"W
20.00'

POINT OF COMMENCEMENT
SE. CORNER OF THE NE. 1/4
OF SEC. 29, TWN. 47, RNG. 31
FND. 5/8" IRON BAR W/ALUM CAP
PER THE FINAL PLAT OF DALINDA
ESTATES - 2ND PLAT, DOC.
NO. 2006E0109144



SCALE IN FEET

LEGAL DESCRIPTION:

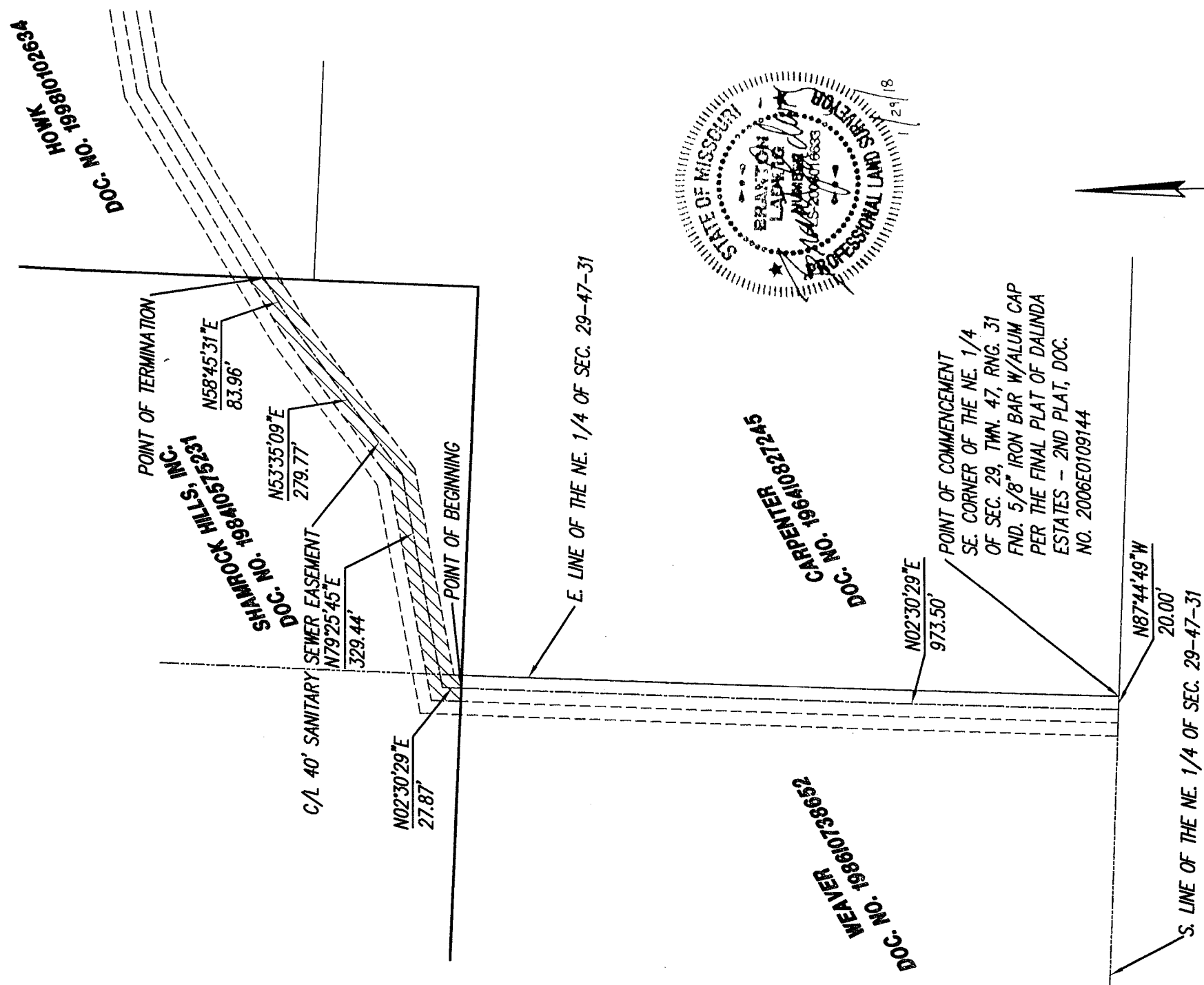
A 40' wide Sanitary Sewer Easement the centerline of said easement described as:
All that part of the Northeast quarter of Section 29, Township 47, Range 31, in the City of Lee's Summit, Jackson County, Missouri, more particularly described as; Commencing at the Southeast corner of said Northeast quarter, thence North 87 degrees 44 minutes 49 seconds West, along the South line of said quarter section, a distance of 20.00 feet, to the Point of Beginning; thence North 02 degrees 30 minutes 29 seconds East, a distance of 973.50 feet, to the point of termination. Containing 38,940 Sq.Ft.

LADWIG & ASSOCIATES, LLC.

LAND SURVEYORS

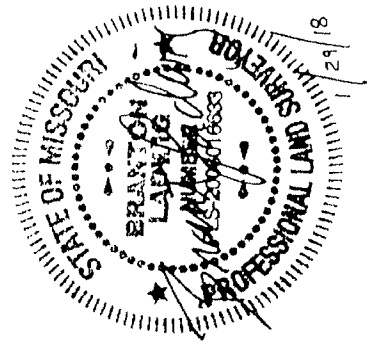
33604 E. 235th Street
Pleasant Hill, Missouri 64080
816-309-6621

EASEMENT "2" 40' SANITARY SEWER EASEMENT



LEGAL DESCRIPTION:

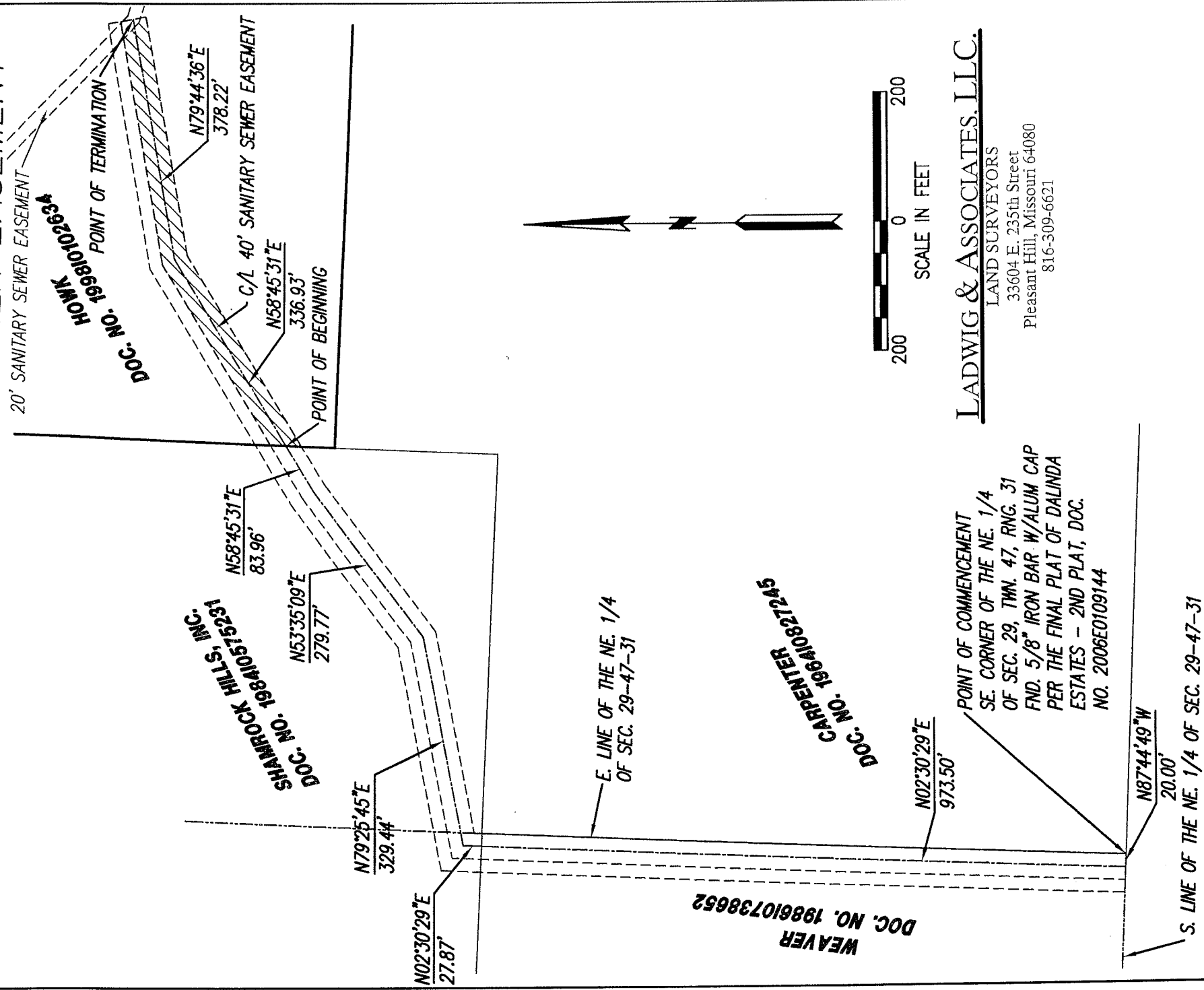
A 40' wide Sanitary Sewer Easement the centerline of said easement described as;
All that part of the Northeast quarter of Section 29 and all that part of the Northwest quarter of section 28, Township 47, Range 31, in the City's of Lee's Summit and Greenwood, Jackson County, Missouri, more particularly described as; Commencing at the Southeast corner of said Northeast quarter of said Section 29; thence North 87 degrees 44 minutes 49 seconds West, along the South line of said quarter section, a distance of 20.00 feet, thence North 02 degrees 30 minutes 29 seconds East, a distance of 973.50 feet, to the Point of Beginning; thence North 02 degrees 30 minutes 29 seconds East, a distance of 27.87 feet; thence North 79 degrees 25 minutes 45 seconds East, a distance of 329.44 feet; thence North 53 degrees 35 minutes 09 seconds East, a distance of 279.77 feet; thence North 58 degrees 45 minutes 31 seconds East, a distance of 83.96 feet, to the point of termination. Containing 28,841.54 Sq.Ft.



LADWIG & ASSOCIATES, LLC.
LAND SURVEYORS

33604 E. 235th Street
Pleasant Hill, Missouri 64080
816-309-6621

EASEMENT "3" 40' SANITARY SEWER EASEMENT



LADWIG & ASSOCIATES, LLC.
LAND SURVEYORS
33604 E. 235th Street
Pleasant Hill, Missouri 64080
816-309-6621

LEGAL DESCRIPTION:

A 40' wide Sanitary Sewer Easement the centerline of said easement described as;

All that part of the Northwest quarter of section 28, Township 47, Range 31, in the City of Greenwood, Jackson County, Missouri, more particularly described as; Commencing at the Southeast corner of the Northeast quarter of Section 29, in said Township and Range; thence North 87 degrees 44 minutes 49 seconds West, along the South line of said quarter section, a distance of 20.00 feet, thence North 02 degrees 30 minutes 29 seconds East, a distance of 973.50 feet, thence North 02 degrees 30 minutes 29 seconds East, a distance of 27.87 feet; thence North 79 degrees 25 minutes 45 seconds East, a distance of 329.44 feet; thence North 53 degrees 35 minutes 09 seconds East, a distance of 279.77 feet; thence North 58 degrees 45 minutes 31 seconds East, a distance of 83.96 feet, to the Point of Beginning; thence North 58 degrees 45 minutes 31 seconds East, a distance of 336.93 feet; thence North 79 degrees 44 minutes 36 seconds East, a distance of 378.22 feet, to the point of termination. Containing 28,606.07 Sq.Ft.

