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INSTRUMENT NUMBER:
2018E0033334

SANITARY SEWER EASEMENT (TRUST)

THIS AGREEMENT, made this 6th day of April, 2018, by and between Dennis J. Weaver, as Trustee of Dennis J. Weaver Revocable Trust, and Tresa Morgan, Trustee of the Tresa and Kenton Morgan Revocable Living Trust UTD March, 24, 2017, **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
(TRUST)**

THIS AGREEMENT, made this 6th day of April, 2018, by and between Dennis J. Weaver, as Trustee of Dennis J. Weaver Revocable Trust, and Tresa Morgan, Trustee of the Tresa and Kenton Morgan Revocable Living Trust UTD March, 24, 2017, **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**.

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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 **GRANTOR** as a result of the use of this easement by **GRANTEE** or its contractors, employees and agents.

IN WITNESS WHEREOF, **Grantor** has hereunto set his hand this 8th day of March, 2018.

<u>Dennis J. Weaver Revocable Trust</u>	Signature
<u>By Dennis J. Weaver Trustee</u>	
<u>DENNIS J. WEAVER TRUSTEE,</u>	Printed Name
<u>OF THE DENNIS J. WEAVER REVOCABLE TRUST</u>	

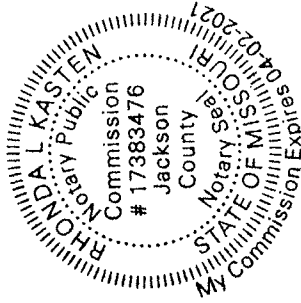
INDIVIDUAL ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF JACKSON

On this 8th day of March, 2018, before me personally appeared Dennis J. Weaver
as Trustee of Dennis J. Weaver Revocable Trust, to me
known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged
that he (or they) executed the same as the free act and deed of such trust.

WITNESS my hand and official seal in the County and State aforesaid, the day and year first above written.



Rhonda L. Kasten
Notary Public Signature

Rhonda L. Kasten
Print Name

Page 2 of 3

Project:
Project Activity No.:
Tract:

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 **GRANTOR** as a result of the use of this easement by **GRANTEE** or its contractors, employees and agents.

IN WITNESS WHEREOF, **Grantor** has hereunto set her hand this 6th day of April, 2018.

Signature

Tresa Morgan, Trustee

Printed Name

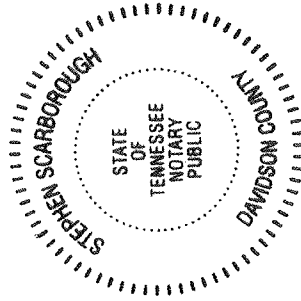
Tresa Morgan

INDIVIDUAL ACKNOWLEDGMENT

Tennessee
STATE OF ~~MISSOURI~~
Davidson
COUNTY OF ~~JACKSON~~

On this 6th day of April, 2018, before me personally appeared _____
Tresa Morgan, Trustee of The Tresa Morgan Trust to me
known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged
that he (or they) executed the same as the free act and deed of such trust.
Tresa Morgan Revocable Living Trust WTD March 24, 2017

WITNESS my hand and official seal in the County and State aforesaid, the day and year first above written.



Stephen Scarborough
Notary Public Signature

Stephen Scarborough
Print Name

Page 2 of 3
My Commission Expires September 7, 2020
Project: _____
Project Activity No.: _____
Tract: _____

EASEMENT "1A" 40' TEMPORARY CONSTRUCTION EASEMENT

Exhibit A

SHAMROCK HILLS, INC.
DOC. NO. 196410372531

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

POINT OF TERMINATION

40'

BASELINE 40' TEMPORARY CONSTRUCTION EASEMENT

CARPENTER
DOC. NO. 196410827245

WEAVER
DOC. NO. 19610738932

N02°30'29"E
973.50'

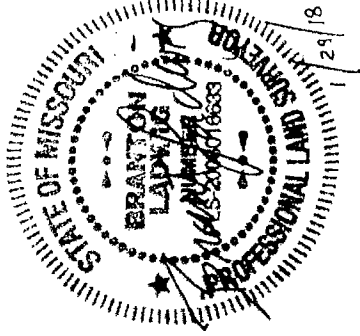
S. LINE OF THE NE. 1/4 OF SEC. 29-47-31

POINT OF BEGINNING

N87°44'49"W
20.00'

POINT OF COMMENCEMENT

SE. CORNER OF THE NE. 1/4
OF SEC. 29, T14N. 47, R10E. 31
FND. 5/8" IRON BAR W/ALUM CAP
PER THE FINAL PLAT OF DALINDA
ESTATES - 2ND PLAT, DOC.
NO. 2006E0109144



LEGAL DESCRIPTION:

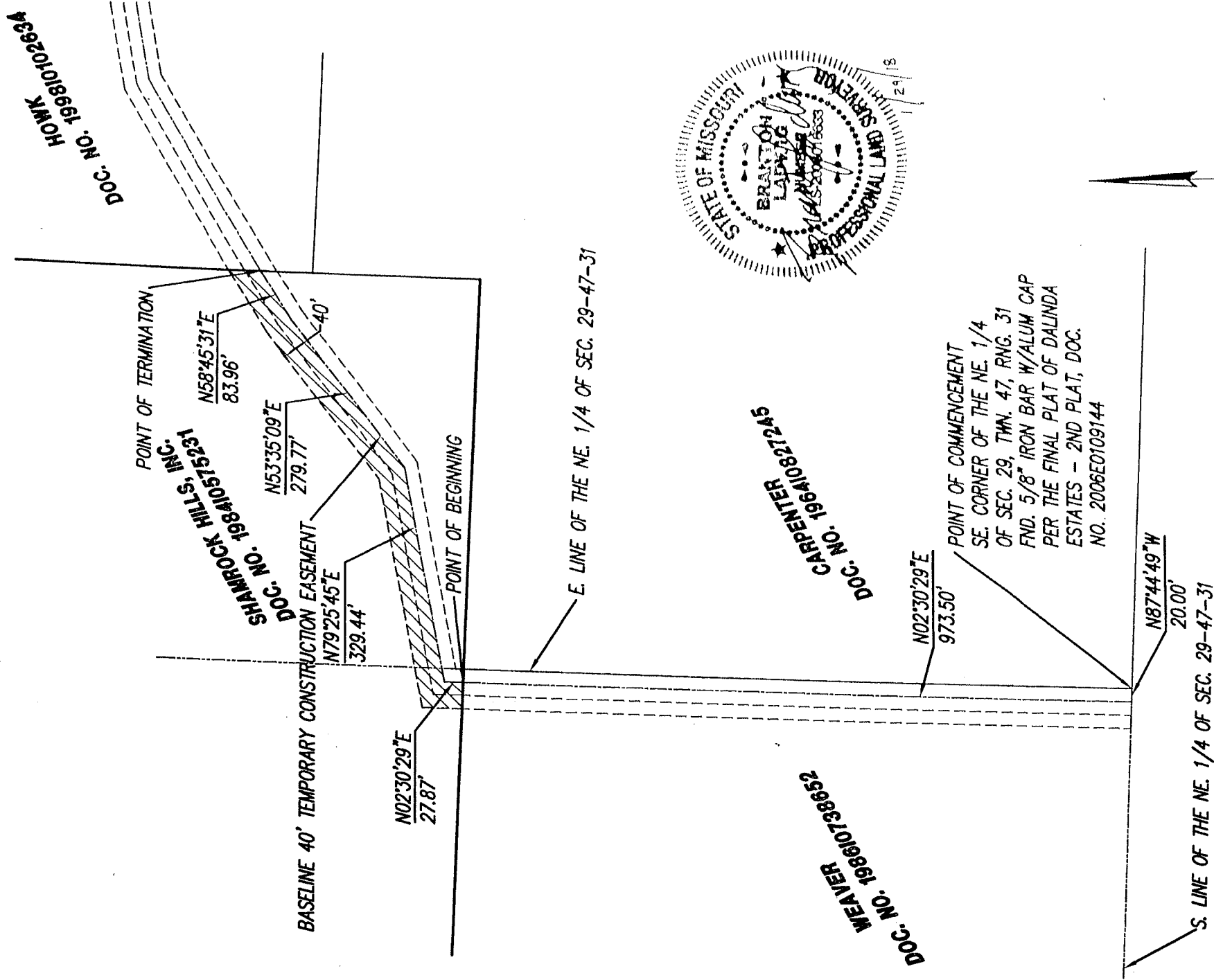
A 40' wide Temporary Construction Easement lying entirely on the left side of the following described baseline;
All that part of the Northeast quarter of Section 29, Township 47, Range 31, in the City of Lee's Summit, Jackson County, Missouri, more particularly described as; Commencing at the Southeast 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 38,937.63 Sq.Ft.

LADWIG & ASSOCIATES, LLC.
LAND SURVEYORS

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

EASEMENT "1B" 40' TEMPORARY CONSTRUCTION EASEMENT

Exhibit A-2



LEGAL DESCRIPTION:

A 40' wide Temporary Construction Easement lying entirely on the left side of the following described baseline;
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 30,355.72 Sq.Ft.



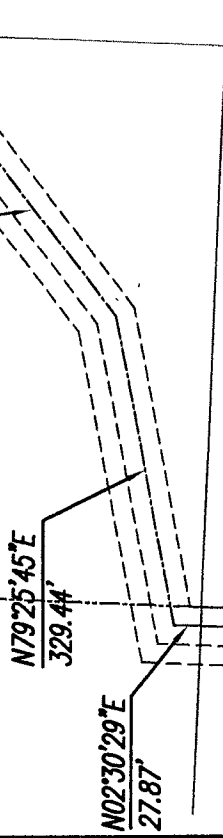
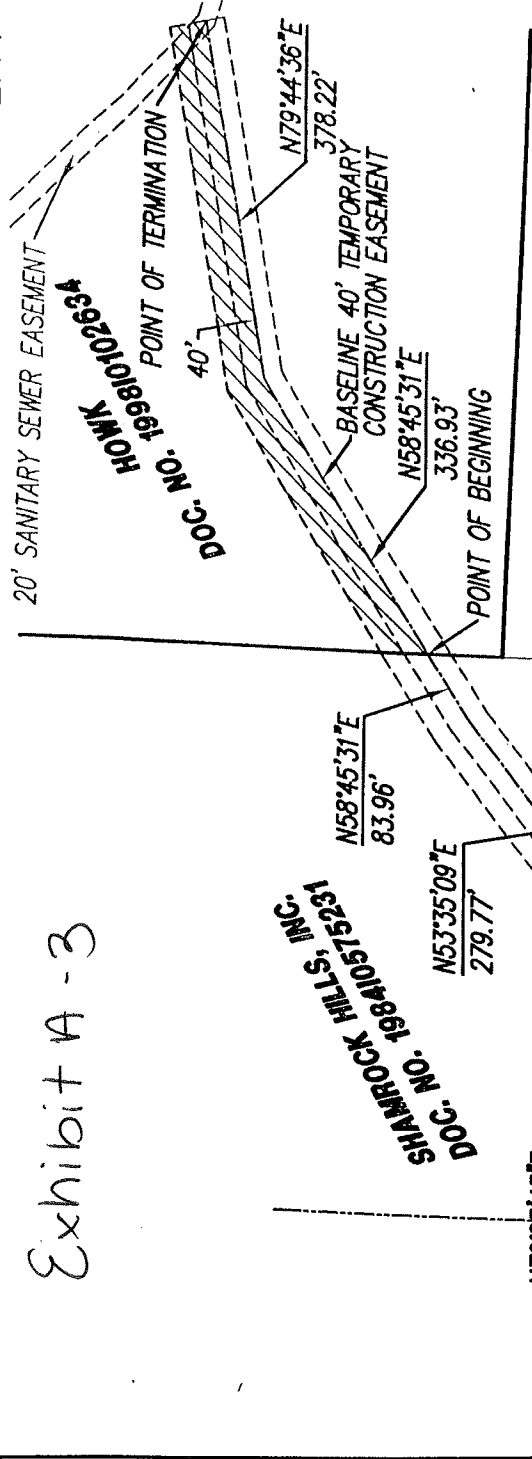
LADWIG & ASSOCIATES, LLC.

LAND SURVEYORS

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

EASEMENT "1C" 40' TEMPORARY CONSTRUCTION EASEMENT

Exhibit A-3



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

WEAVER
DOC. NO. 198610738652

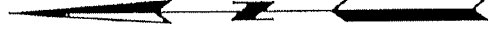
CARPENTER
DOC. NO. 198410821245

N02°30'29"E
973.50'

POINT OF COMMENCEMENT
SE. CORNER OF THE NE. 1/4
OF SEC. 29, T14N. 47, R14E. 31
FND. 5/8" IRON BAR W/ALUM CAP
PER THE FINAL PLAT OF DALINDA
ESTATES - 2ND PLAT, DOC.
NO. 2006E0109144

N87°44'49"W
20.00'

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



200 0 200
SCALE IN FEET

LADWIG & ASSOCIATES, LLC.
LAND SURVEYORS

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

LEGAL DESCRIPTION:

A 40' wide Temporary Construction Easement lying entirely on the left side of the following described baseline:
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 28,367.86 Sq.Ft.

