

**SANITARY SEWER EASEMENT
(INDIVIDUAL)**

THIS AGREEMENT, made this 4th day of October, 2021, by and between **Vivian L. Constable, trustee of the Vivian L. Constable Trust, 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**, 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:

All that part of the Southeast Quarter of Section 21, Township 47 North, Range 31 West, in the City of Lee's Summit, Jackson County, Missouri, as described by Timothy Blair Wiswell, Professional License No. 2009000067 of Olsson, Inc., and being more particularly described as follows:

COMMENCING at the Southeast Corner of the Southeast Quarter of said Section 21-T47N-R31W;

thence North 02 degrees 29 minutes 49 seconds East, on the East line of the Southeast Quarter of said Section 21-T47N-R31W, a distance of 1,456.39 feet, to the Southeast corner of the property described in the Warranty Deed recorded as Document Number 2021E0029453, herein referred to as the "Property";

thence North 87 degrees 49 minutes 33 seconds West, departing the East line of said Southeast Quarter, and on the South line of said property, a distance of 2,306.89 feet, to the POINT OF BEGINNING of said Sanitary Sewer Easement;

thence North 87 degrees 49 minutes 33 seconds West, continuing on the South line of said property, a distance of 40.46 feet, to a point;

thence North 10 degrees 51 minutes 08 seconds East, departing the South line of said property, a distance of 267.56 feet, to a point;

thence South 69 degrees 30 minutes 53 seconds East, a distance of 5.07 feet, to a point;

thence North 30 degrees 07 minutes 05 seconds East, a distance of 127.47 feet, to a point on the North line of said property;

thence South 87 degrees 49 minutes 26 seconds East, on the North line of said property, a distance of 33.96 feet, to a point;

thence South 30 degrees 07 minutes 05 seconds West, departing the North line of said property, a distance of 138.29 feet, to a point;

thence South 69 degrees 30 minutes 53 seconds East, a distance of 5.07 feet, to a point;

thence South 10 degrees 51 minutes 08 seconds West, a distance of 254.66 feet, to the POINT OF BEGINNING of said Sanitary Sewer Easement, containing 14,431 square feet or 0.3313 acres, more or less.

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 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 easement 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 hereunto set her hand this 4th day of October, 2021.

Vivian H. Cassel
Signature

Signature

VIVIAN H. CASSEL Constable
Print Name

Print Name

ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF JACKSON

On this 4th day of October, 2021, before me personally appeared Vivian L. Conoble 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.



SHELBY D'ANN GREEN
My Commission Expires
March 17, 2023
Jackson County
Commission #06409945

Shelby D'Ann Green
Notary Public Signature

Shelby D'Ann Green
Print Name