

**TEMPORARY CONSTRUCTION EASEMENT
(INDIVIDUAL)**

THIS AGREEMENT, made and entered into this 4th day of October, 2021 is by and between **Vivian L. Constable, trustee of the Vivian L. Constable Trust**, hereinafter called **GRANTOR**, and the City of Lee's Summit, a Municipal Corporation located in Jackson and Cass Counties, Missouri, with a mailing address of 220 S.E. Green Street, Lee's Summit, Missouri 64063, hereinafter called **GRANTEE**. The **GRANTOR**, for and in consideration of the sum of One and no/100's Dollars (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which hereby acknowledged, does hereby grant, bargain, sell, convey, and confirm unto the **GRANTEE** a Temporary Construction Easement for use in the establishment, building and construction of public streets, alleys, roadways and thoroughfares (together with all necessary appurtenances thereto) and widening, re-establishment, reconstruction, and repair of existing streets, alleys, thoroughfares, and roadways; the construction, reconstruction and repair of sanitary sewer lines, water lines, storm sewers, drainage ditches, waterways, and other municipal projects; on, over, under, and across the following described land in the County of Jackson, and the State of Missouri, to-wit:

Temporary Construction Easement #1 Description:

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 2,225.96 feet, to the POINT OF BEGINNING of said Temporary Construction Easement #1;

thence North 87 degrees 49 minutes 33 seconds West, continuing on the South line of said property, a distance of 80.93 feet;

thence North 10 degrees 51 minutes 08 seconds East, departing the South line of said property, a distance of 254.66 feet;

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

thence North 30 degrees 07 minutes 05 seconds East, a distance of 138.29 feet, to a point on the North line of said property, said point hereinafter referred to a Point "A";

thence South 87 degrees 49 minutes 26 seconds East, on the North line of said property, a distance of 73.58 feet, to a point;

thence South 30 degrees 07 minutes 05 seconds West, departing the North line of said property, a distance of 161.74 feet, to a point;

thence South 69 degrees 30 minutes 53 seconds East, a distance of 20.29 feet, to a point;

thence South 10 degrees 51 minutes 08 seconds West, a distance of 228.88 feet, to the POINT OF BEGINNING of said Temporary Construction Easement #1, containing 29,093 square feet or 0.6679 acres, more or less.

(As depicted on Exhibit "B" attached and incorporated herein)

AND ALSO:

Temporary Construction Easement #2 Description:

COMMENCING at aforementioned Point "A";

thence North 87 degrees 49 minutes 26 seconds West, on the North line of said property, a distance of 33.96 feet, to the POINT OF BEGINNING of said Temporary Construction Easement #2;

thence South 30 degrees 07 minutes 05 seconds West, departing the North line of said property, a distance of 127.47, to a point;

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

thence North 30 degrees 07 minutes 05 seconds East, a distance of 125.67 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 5.66 feet, to the POINT OF BEGINNING of said Temporary Construction Easement #2, containing 633 square feet or 0.0145 acres, more or less.

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 during the construction period of the project, and for ninety (90) days thereafter, at which time all rights of **GRANTEE** herein conveyed in above described land shall terminate and cease.

GRANTEE, agrees that it will restore, replace, relocate, and repair all existing driveways, sidewalks, steps, fences, and utility installations located within the easement area, which are damaged or temporarily removed during the course of construction. **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 **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 4th day of October, 2021.

Vivian L. Constable
Signature

Signature

VIVIAN L. Constable
Printed Name

Printed Name

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF JACKSON

On this 4th day of October, 2021, before me personally appeared Vivian L. Constable 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 his (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 #06499945

Shelby D'Ann Green
Notary Public Signature

Shelby D'Ann Green
Print Name