RECORDER'S CERTIFICATION JACKSON COUNTY, MISSOURI 07/06/2004 04:10:52 PM

IMPAIT TYPE: FOSE FEE: \$33.00 6 Pages

NON-STANDARD FEE: EXEMPT





INSTRUMENT NUMBER/BOOK & PAGE: 200410064967

ROBERT T. KELLY, DIRECTOR OF RECORDS

Jackson County Department of Records Exempt Document

This document has been recorded under exempt status pursuant to RSMo 59.310.4.

This certificate has been added to your document in compliance with the laws of the State of Missouri.



Robert T. Kelly, Director of Records

415 E. 12th Street, Room 104 Kansas City, MO 64106 308 W. Kansas, Suite 104 Independence, MO 64050

This page has been recorded as a permanent part of your document. Please do not remove.

R/W No.			T R		EASEM Jackson	IENTS ()	
AQUILA ID #	60004323	Manager Communication Communic	Ś	31	Missouri	STATE	
						-	
EASEMENT FOR ELECTRIC & COMMUNICATIONS LINES							
		704	f		ı		
THIS EASEMENT , made and entered into this <u>Z8 th</u> day of, 20 <u>04</u> , by and							
between L & K Realty Co. of Jackson County, MO							
"GRANTOR" and Aquila, Inc., formerly Utilicorp United, Inc., a Delaware corporation, and its and their							
lessees, licensees, successors and assigns, of Jackson County, Missouri, "GRANTEE".							
Having offices at: 10700 E 350 Highway							
	Kansas City, MO						
		E PRESENTS: That the unde					
	of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby						
GRANTS, BARGAINS, SELLS AND CONVEYS to Grantee, its lessees, licensees, successors and assigns, the							
right, privilege and perpetual easement to enter upon the lands of Grantor as described below, to survey,							
construct, operate, patrol, inspect, maintain, alter, add wires, poles, cables, conduits, and pipes, repair, rebuild							
and remove, on, under and over the easement described below, now or at any future time, lines for the							
transmission and distribution of electric energy, audio communications, and data communications, and all							
appurtenances and appliances necessary in connection therewith, together with the right of ingress and egress							
to and from said lines of Grantee over the lands of Grantor so that Grantee may go to and from said lines from the public roads adjacent to Grantor's lands, which said lands of Grantor, situate in the County of Jackson							
•	-		•	e in the	e County of <u>Jac</u>	<u>ckson</u>	
in the Sta	ate of <u>Missouri</u>	, are described as follows:					
An easement across Grantor's lands will extend as described below:							

Grantee may erect and use gates in all fences which cross or which shall hereinafter cross the route of said lines. Grantee is given the right to trim, cut and clear away any trees, limbs and brush on or immediately adjacent to the above-described easement whenever, in its judgment, such will interfere with or endanger the construction, operation or maintenance of said lines. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

See Exhibit "A" attached.

It being the intention of the parties hereto that Grantor is hereby granting the uses herein specified without divesting Grantor and heirs or assigns of the right to cultivate, use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the reasonable judgment of said Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no building shall be constructed on the easement without written permission from Grantee.

TO HAVE AND TO HOLD said easement and rights aforesaid with all and singular, the rights, privileges, appurtenances, and immunities thereto belonging or in anyway appertaining unto Grantee its lessees, licensees, successors or assigns forever. This easement conveyance shall run with the land and shall be binding upon Grantor and Grantor's heirs, administrators, executors, successors and assigns. Grantor hereby covenants that Grantor is the owner(s) of the above-described land, subject to existing liens and right-of-way easements of record, and subject to the rights of the Lessee upon the premises.

IN TESTIMONY WHEREOF,	has/have hereunto executed
this Easement this 285 day of 4we	
d& K Reality Co Q-colog Coo	
Grentor Suraus	
Sign name here Lowenstey, Preshent	Sign name here
Print name here	Print name here

ROSEMARY HOYTAL
Notary Public - State of Kansas
My Appt. Expires 5-6-2006

EXHIBIT A

Part of S.W. 1/4 Sec. 31-48-31 Part of S.1/2 N.W.1/4 Sec. 31-48-31

Easement Description:

A strip of land in the Southwest Quarter of Section 31, and the South One-half of the Northwest Quarter of Section 31, all in Township 48, Range 31, in Lee's Summit, Jackson County, Missouri, said strip of land being 25.00 feet wide, lying 12.50 feet each side of the following described centerline:

COMMENCING at the Northeast corner of the Southwest Quarter of said Section 31; thence North 87*16'33" West, along the North line of said Southwest Quarter Section, a distance of 952.82 feet to a point on the Westerly right of way line of Main Street, as it presently exists; thence South 28*46'47" East, along said right of way, a distance of 445.61 feet to a point hereinafter referred to as Point "A", said point being the POINT OF BEGINNING; thence South 61*44'59" West, a distance of 530.96 feet to a point hereinafter referred to as Point "B"; thence continuing South 61*44'59" West, a distance of 69.17 feet to the POINT OF TERMINATION.

AND ALSO a strip of land being 15.00 feet wide, lying 7.50 feet each side of the following described centerline:

BEGINNING at Point "B"; thence North 23°38'24" West, a distance of 795.47 feet to a point hereinafter referred to as Point "C"; thence North 59°01'26" East, a distance of 455.01 feet to a point hereinafter referred to as Point "D", said point being the POINT OF TERMINATION.

AND ALSO a strip of land being 10.00 feet wide, lying 5.00 feet each side of the following described centerline:

BEGINNING at Point "D"; thence North 28°46'47" West, parallel with, and 5.00 feet Southwesterly of the Southwesterly right of way line of Main Street, as it presently exists, a distance of 1045.43 feet to a point hereinafter referred to as Point "E"; thence continuing North 28°46'47" West, a distance of 12.30 feet to a point on said right of way, said point being the POINT OF TERMINATION.

AND ALSO an anchor easement being 10.00 feet wide, lying 5.00 feet each side of the following described centerline:

Commencing at Point "A"; thence South 61°44′59" West, a distance of 5.00 feet to the POINT OF BEGINNING; thence North 28°46′47" West, a distance of 45.00 feet to the POINT OF TERMINATION.

AND ALSO an anchor easement being 25.00 feet wide, lying 12.50 feet each side of the following described centerline:

Commencing at Point "A"; thence North 61°44'59" East, a distance of 50.00 feet to a point on the East right of way line of Main Street, as it presently exists, said point being the POINT OF BEGINNING; thence continuing North 61°44'59" East, a distance of 35.00 feet to the POINT OF TERMINATION.

AND ALSO an anchor easement being 15.00 feet wide, lying 7.50 feet each side of the following described centerline:

Commencing at Point "C"; thence North 23* 38'24" West, a distance of 50.00 feet to the POINT OF TERMINATION.

AND ALSO an anchor easement being 15.00 feet wide, lying 7.50 feet each side of the following described centerline:

Commencing at Point "C"; thence South 59°01'26" West, a distance of 50.00 feet to the POINT OF TERMINATION.

AND ALSO an anchor easement being 10.00 feet wide, lying 5.00 feet each side of the following described centerline:

Commencing at Point "D"; thence South 28 46 47 West, a distance of 50.00 feet to the POINT OF TERMINATION.

AND ALSO an anchor easement being 15.00 feet wide, lying 7.50 feet each side of the following described centerline:

Commencing at Point "D"; thence North 59°01'26" East, a distance of 55.00 feet to a point on the Easterly side of Main Street, as it presently exists, said point being the POINT OF BEGINNING; thence continuing North 59°01'26" East, a distance of 35.00 feet to the POINT OF TERMINATION.

AND ALSO an anchor easement being 10.00 feet wide, lying 5.00 feet each side of the following described centerline:

Commencing at Point "E"; thence South 62°39'51" West, a distance of 30.00 feet to the POINT OF TERMINATION.

Containing 48,487 square feet, or 1.11 acres, more or less.

ACKNOWLEDGEMENT - CORPORATION

STATE OF MISSOURI) ss. COUNTY OF JACKSON)
On this 30th day of 10nE, 2004 before me, a Notary Public,
appeared Lon J. Lowonstein to me personally known, who being by me duly sworn
did say that he/she is the President of REALTY Co a corporation, and the seal affixed to the forgoing instrument is the corporate seal of said corporation, and that said
instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my
office in Wyandotte KS the day and year last above written.
Notary Public in and for said County and State ROSEMARY HOYTAL
Notary Public - State of Kansas My Appt. Expires
My commission expires