

CORRECTED
SANITARY SEWER EASEMENT
(Trust)

THIS AGREEMENT, made this 28th day of March, 2022, by and between DENNIS J. WEAVER, AS TRUSTEE OF DENNIS J. WEAVER REVOCABLE TRUST, and TRESA MORGAN, AS TRUSTEE OF THE TRESA AND KENTON MORGAN REVOCABLE LIVING TRUST DTD 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**. The purpose of this agreement is to correct the legal description of the easement area set forth in the Sanitary Sewer Easement executed by **Grantor** and recorded as Instrument No. 2018E0033334 with the Recorder of Deeds of Jackson County, Missouri

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.

ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI



04/07/2022 2:32 PM

FEE: \$30.00 4PGS

INSTRUMENT NUMBER

2022E0033477

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(Trust)

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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.

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 caused these presents to be signed by its applicable trustee this 28th day of March, 2022:

DENNIS J. WEAVER REVOCABLE TRUST

By: Dennis J. Weaver Trustee
Dennis J. Weaver, Trustee

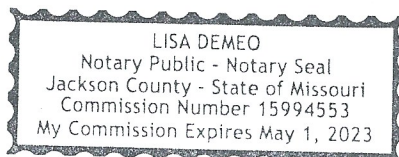
ACKNOWLEDGMENT

STATE OF MISSOURI)
)
COUNTY OF JACKSON) ss.

On this 28th day of March in the year 2022, before me, Lisa Demeo (name of notary), a Notary Public in and for said state, personally appeared Dennis J. Weaver, as Trustee of Dennis J. Weaver Revocable Trust, known to me to be the person who executed the within utility easement in behalf of said trust and acknowledged to me that he or she executed the same for the purposes therein stated and further stated that said individual acknowledged said instrument to be the free act and deed of such trust.

My Commission Expires: 5.1.2023

[SEAL]



[Signature]
Signature of Notary Public in and for said
County and State
Print Name: Lisa Demeo

THE TRESA AND KENTON MORGAN REVOCABLE LIVING TRUST DTD MARCH 24, 2017

By: Tresa Morgan, Trustee
Tresa Morgan, Trustee

ACKNOWLEDGMENT

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON) ss.

On this 28 day of MARCH in the year 2022, before me, DEVIN FORESTER (name of notary), a Notary Public in and for said state, personally appeared Tresa Morgan, as Trustee of the Tresa And Kenton Morgan Revocable Living Trust Dtd March 24, 2017, known to me to be the person who executed the within utility easement in behalf of said trust and acknowledged to me that he or she executed the same for the purposes therein stated and further stated that said individual acknowledged said instrument to be the free act and deed of such trust.

My Commission Expires:

My Commission Expires
April 17, 2023

[Signature]
Signature of Notary Public in and for said
County and State

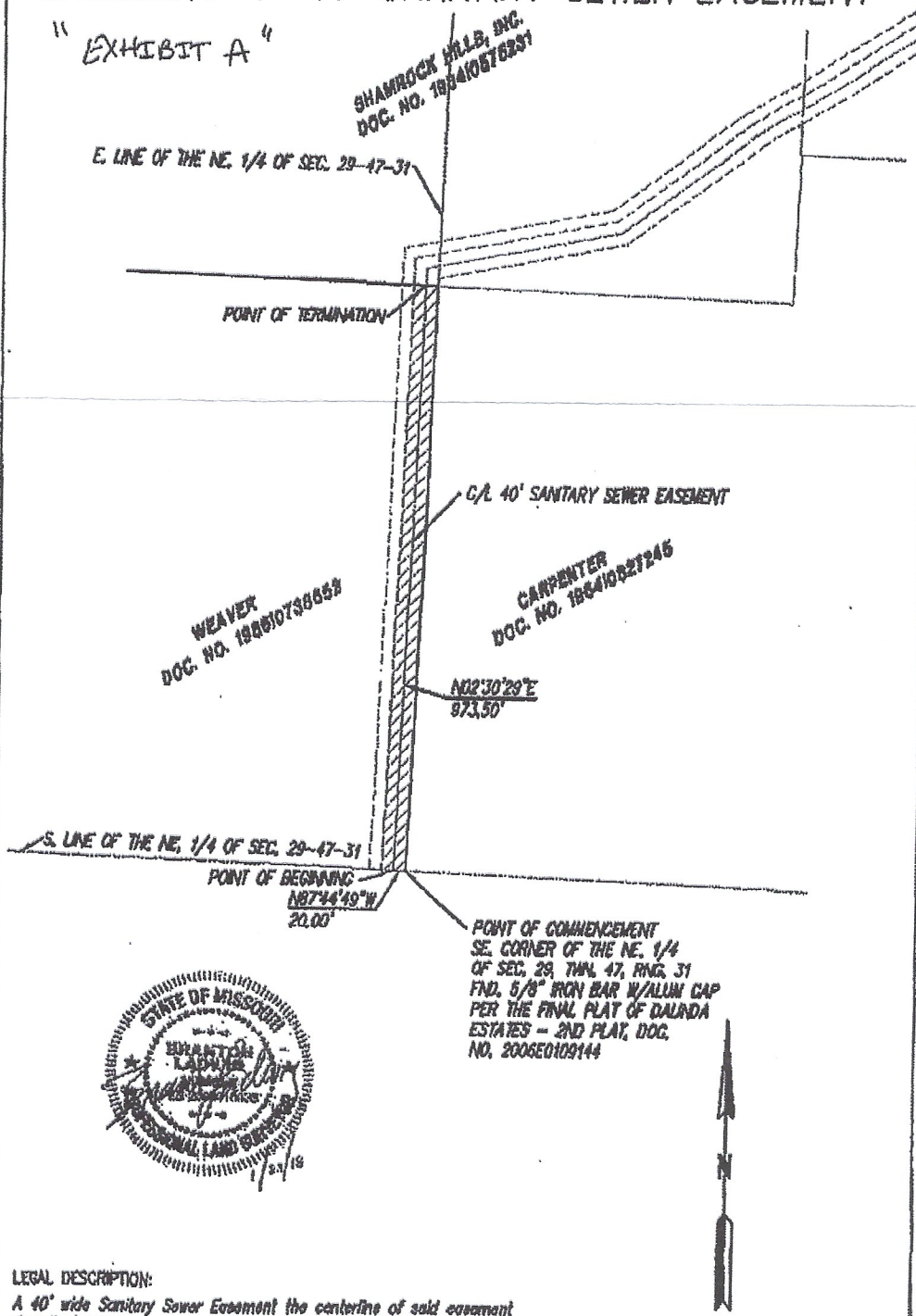
Print Name: DEVIN FORESTER

[SEAL]



EASEMENT "1" 40' SANITARY SEWER EASEMENT

" EXHIBIT A "



LEGAL DESCRIPTION:
A 40' wide Sanitary Sower 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, L.L.C.
LAND SURVEYORS
33604 E. 235th Street
Pleasant Hill, Missouri 64080
816-309-6621