



ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI

04/28/2022 9:29 AM

FEE: \$36.00 6 PGS

INSTRUMENT NUMBER

2022E0040759

**WATER LINE EASEMENT
(MISSOURI CORPORATION- NO SEAL)**

THIS AGREEMENT, made this 21st day of April, 2022, by and between **JPMORGAN CHASE BANK, National Association**, a national banking association with a mailing address of 1111 Polaris Parkway, Suite 1J, Mail Code OH1-0241, Columbus, Ohio 43240, **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 water pipe lines, meters, vaults and all necessary appurtenances thereto (the "Facilities"), 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, as legally described and depicted on Exhibit A attached hereto (the "Easement Tract").

GRANTEE, its successors and assigns, shall have the right of ownership, use and control of all water lines, meters, vaults, and other equipment for the circulation and distribution of water for public or private use through the above described property and for all proper purposes connected with the installation, use, maintenance, and replacement of the water lines (and other equipment) and with the attachment thereto of service lines of its consumers. Subject to the rights granted to Grantee herein, Grantee will, at all times after doing any work in connection with the Easement, restore the surface of the Easement Tract as nearly as reasonably practicable to substantially its condition prior to the undertaking of such work; provided, however, that Grantee shall not be obligated to replace or restore any trees, growth, shrubbery, or other improvements or obstructions removed from within the Easement Tract in connection with the construction, installation, repair, maintenance, relocation, replacement, removal, upgrade, change in the size of, operation, placement, inspection, protection, or alteration of the Facilities.

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 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 water pipe lines, meters, vaults and all necessary appurtenances thereto, by erecting or causing or allowing to be erected, any building or structure on the Easement Tract.

GRANTOR for itself and its agents, contractors, invitees, permittees and licensees, expressly reserves the right to the use and enjoyment of the surface of the Easement Tract for any and all purposes; provided that such use and enjoyment of the surface of the Easement Tract shall not unreasonably impair, interfere with, obstruct, or restrict the full and complete use and enjoyment of the Easement Tract by the Authority or its successors and assigns for the purposes set forth herein.


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.

Project:
Project Activity No.:
Tract:

IN WITNESS WHEREOF, **Grantor**, has caused these presents to be signed by its Vice President and attested by its Vice President, and its Corporate Seal to be hereunto affixed this ___ day of _____, 2022.

JPMORGAN CHASE BANK, National Association,
a national banking association

By: 
Kenneth Colliander, Vice President

KENNETH COLLIANDER VICE PRESIDENT
[Printed name and title]

ATTEST:

NO SEAL

Jane Healy, E.D. JPMorgan Chase Bank N.A.
Jane Healy ED JPMorgan Chase Bank N.A.

Jane Healy, E.D., JPMorgan Chase Bank N.A.
Printed name

ACKNOWLEDGMENT

STATE OF MISSOURI Illinois

COUNTY OF JACKSON Cook

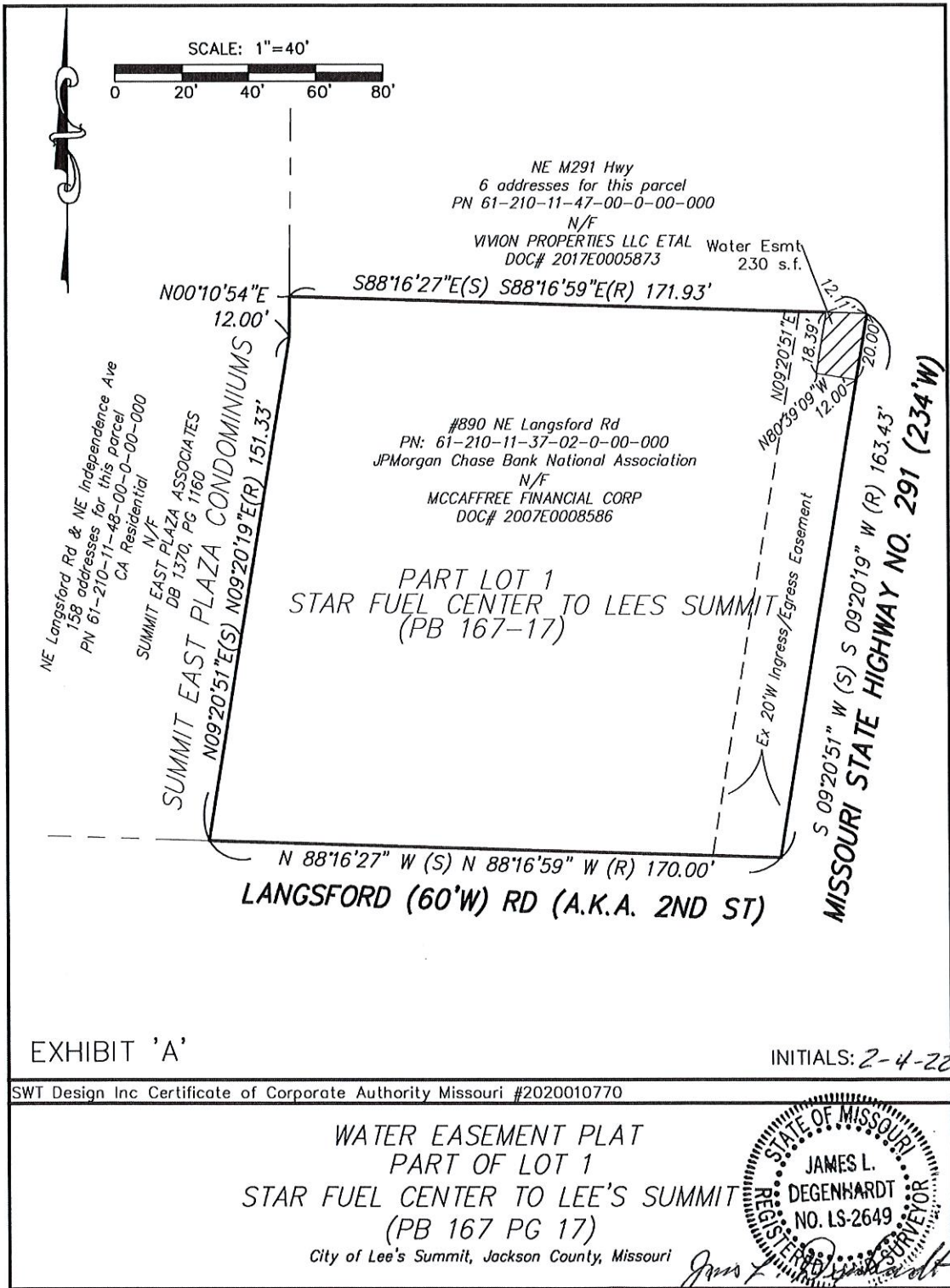
On this 21st day of April, 2022, before me appeared Kenneth Colliander, to me personally known, who, being by me duly sworn did say that he is the Vice President of JPMorgan Chase, National Association, and that the seal affixed to foregoing instrument is the corporate seal of said banking association, and that said instrument was signed and sealed in behalf of said banking association by authority of its board of directors, and Ken Colliander acknowledged said instrument to be the free act and deed of said banking association and that said association has no corporate seal.




Notary Public Signature

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF EASEMENT TRACT

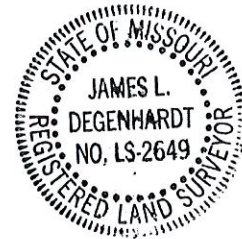




UTILITY EASEMENT DESCRIPTION:

A water easement situated in Lot 1 of the Minor Plat of Star Fuel Center to Lee's Summit, as Recorded in Plat Book "I"67, Page 17 of the Jackson County Records, described as follows:

BEGINNING at the Northeast corner of Lot 1; Thence, South 09 degrees, 20 minutes 51 seconds West, along the west Right of Way line of Missouri State Highway No. 291, (234 feet wide), for a distance of 20.00 feet, to a point; Thence, departing the Highway, North 80 degrees 39 minutes 09 seconds West, for a distance of 12.00 feet, to a point; Thence, North 09 degrees 20 minutes and 51 seconds East, for a distance of 18.39 feet, to a point on the North Line of said Lot 1; Thence, South 88 degrees 16 minutes and 27 seconds East along the North line of Lot 1, a distance of 12.10 feet, to the POINT OF BEGINNING; Said easement containing 230 square feet, more or less. Subject to easements, restrictions, or covenants, if any.



James L. Degenhardt
2-4-22

t 314.644.5700 | 7722 Big Bend Blvd. | St. Louis, MO 63119

Missouri Certificate of Authority: 2020010770
Illinois Registered Design Firm No: 184-008401
Kansas Professional Surveyor Facility: LS-358