

1492377

WATER SYSTEM EASEMENT

11154P1961

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) each in hand paid, the receipt of which is hereby acknowledged, WESTERN ELECTRIC COMPANY, INCORPORATED, a New York corporation whose principal offices are at 222 Broadway, New York, New York, authorized to do business in Missouri, hereinafter called "WESTERN," does hereby grant and convey unto the CITY OF LEE'S SUMMIT, a Municipal Corporation of the State of Missouri, whose mailing address is 220 South Main Street, Lee's Summit, Missouri 64063, hereinafter called "GRANTEE," its successors and assigns, a permanent easement with the right, privilege and authority to construct, reconstruct, operate, maintain, or replace water pipe lines, meters, vaults and appurtenances thereto over, under, through, across and upon the lands of Western.

The land affected by the grant of this easement is situated in the City of Lee's Summit, Jackson County, Missouri, and the easement hereby granted is described as follows:

A permanent easement for a meter vault with telemetering and water transmission mains lying within the Southeast Quarter of the Southeast Quarter of Section 36, Township 48, Range 32, Lee's Summit, Jackson County Missouri.

Said permanent easement beginning at a point 95.00 feet North and 495.33 feet West of the Southeast Corner of the Southeast Quarter of Section 36; thence North at a right angle to the South Line of the aforesaid Quarter Section, 87.00 feet; thence West, 59.00 feet; thence South, 87.00 feet; thence East parallel to the South line of the aforesaid Quarter Section, 59.00 feet to the point of beginning. Said permanent easement containing 5,133 square feet or 0.118 acres, more or less. However, the new permanent easement is subject to an electric line easement granted to Missouri Public Service Company, a corporation; and a gas line easement granted to the Gas Service Company, a corporation.

99-36-48-32

GRANTEE, its successors and assigns, shall have the right of ownership, and use 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 customers.

11154P1962

2.

GRANTEE hereby agrees to pay for any damages to the property of WESTERN caused by the GRANTEE, its agents or employees, while engaged in the construction, enlargement, repair, replacement, removal, operation or maintenance of the facilities on said easement. GRANTEE further agrees to restore the surface of said land including all roads thereon to the same condition in which it existed prior to the exercise by GRANTEE of any rights granted under this easement and the property shall at all times be maintained in a safe and presentable condition by the GRANTEE.

GRANTEE agrees that tops of any manhole entrances it constructs shall be approximately at grade level.

GRANTEE shall have the right of ingress to and egress from the site to be occupied by said lines and the right to do those things necessary, proper or incidental to the successful operation and maintenance thereof.

If any activity of GRANTEE, in connection with any of the rights granted under this easement, shall cause any interruption of services, then WESTERN shall be notified in advance of said proposed interruption of services and the parties shall agree upon a mutually convenient time. GRANTEE shall use its best efforts to prevent service interruptions and any inconvenience to WESTERN in the operation of its business and all debris shall be removed daily. Equipment and materials used by GRANTEE in exercising its rights under this easement shall be placed in a reasonable manner so as to cause as little interference as possible with WESTERN'S normal operations.

WESTERN shall have the right to use said easement for any purpose not inconsistent with GRANTEE's full enjoyment of the rights herein conveyed. If and when this parcel of land is no longer used or needed by the GRANTEE for the purpose stated herein, this easement shall cease, all rights granted shall revert to WESTERN and GRANTEE shall execute an appropriate document releasing this easement of record.

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3.

The GRANTEE hereby covenants and agrees to indemnify and save harmless WESTERN against any asserted claim, on account of, or growing out of damage to any property, or injury to, or death of any person or persons whomsoever, suffered, arising from or in connection with the exercise of rights 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 party of the first part.

TO HAVE AND TO HOLD, The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining, unto the said party of the second part and unto its successors and assigns forever.

IN WITNESS WHEREOF, WESTERN has caused these presents to be signed by Vice President *W. B. MARX* and attested by its Assistant Secretary, and its Corporate Seal to be affixed this *17TH* day of *JUNE*, 1982.



[Signature]
R. Victor Bernstein
Assistant Secretary

WESTERN ELECTRIC COMPANY, INCORPORATED

By *[Signature]*
Vice President
W. B. MARX, JR.

Witness:

[Signature]
Aida C. Davis

Witness:

[Signature]
Richard F. Julian

Approved as to form:

[Signature]
City Attorney

11154P1964

STATE OF NEW YORK)

COUNTY OF NEW YORK)

I, **REMO GRIMALDI**, a Notary Public in and for said State, hereby certify that **MR. W.B. MARK JR.** whose name as Vice President of Western Electric Company, Incorporated, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the **17th** day of **JUNE**, 1982.

STATE OF MISSOURI) SS
JACKSON COUNTY)
I CERTIFY INSTRUMENT RECEIVED

1982 JUL 26 PM 12 33 4
11154P1961

RECORDED BY PAGE
KAREN KATLEY STUBBS
DIRECTOR OF RECORDS

Remo Grimaldi
Notary Public

REMO GRIMALDI
Notary Public, State of New York
No. 31-4516365
Qualified in New York County
Commission Expires March 30, 1984

1.00

11.00

12.00 J. McLaughlin

ACCEPTANCE

Accepted by LEE'S SUMMIT, this **20th** day of **April**, 1982.

Attest:

Glenn Wilson
City Clerk

By *Gene H Rhodes*
Mayor
Gene H. Rhodes