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2023E0080010

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T 48 | Jackson County
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EASEMENT CONVEYANCE

THIS **EASEMENT** made and entered into this 20th day of October, 2023, by and between **City of Lee's Summit, Missouri**, a political subdivision of the State of Missouri, "**GRANTOR**" and **Evergy Missouri West, Inc., a Delaware corporation**, whose mailing address is PO Box 418679, Kansas City, MO. 64141-9679, and its and their affiliates, lessees, licensees, designees, successors and assigns, of Jackson County, Missouri "**GRANTEE**".

After recording mail to: **Evergy**
Heath Lenahan
Planning Department Dept. Cedar Point
PO Box 418679
Kansas City, MO 64141-9679

Legal Description: See Exhibit A

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby GRANTS, BARGAINS, SELLS AND CONVEYS to Grantee, its lessees, successors and assigns, the right, privilege and perpetual non-exclusive easement to enter upon the "Grantor Real Property" as described below, to patrol, alter, conduct surveys, construct, erect, inspect, install, maintain, operate, rebuild, reconstruct, relocate, remove, renew, repair and replace electric and communication transmission and distribution lines and their appurtenances under varying conditions of operation, including the poles, towers, anchors, guys, crossarms, insulators, conductors, conduit, ducts, cables, and other fixtures and equipment appurtenant thereto for the transmission and/or distribution of electric energy and communications in, along, under, across, and over the Grantor Real Property, and in and upon all streets, roadways or highways abutting said lands, as described ("Easement Tract") in Exhibit "A" attached hereto and incorporated by reference herein (individually and in any combination referred to as the "Rights"), together with the right of ingress to and egress to and from the Easement Tract on the Grantor Real Property and contiguous land owned by Grantor for the purpose of Grantee exercising the Rights ("Access Rights"). Grantee shall exercise the Rights and Access Rights in a reasonable and appropriate manner as

determined in its good faith and when practicable, use existing roads and lanes. The "Grantor Real Property" is that certain real property owned by Grantor and described in Book 2023E0026142 at Page _____ in the Jackson County Recorder of Deeds office.

In the exercise of the Rights and Access Rights, Grantee shall have the further right to erect and use gates in all fences that cross or obstruct the Access Rights or that shall hereafter cross or obstruct the Access Rights on the Grantor Real Property or contiguous land owned by Grantor, and also have the right to trim, remove, eradicate, cut and clear away any trees, limbs, brush and vines ("Woody Vegetation") on or adjoining the Easement Tract or on routes exercised as Access Rights now or at any future time whenever in its judgment such Woody Vegetation will interfere with or endanger the exercise of the Rights or the Access Rights. All such Woody Vegetation shall be burned or removed by Grantee unless otherwise mutually agreed to by Grantor and Grantee. In the event Grantee causes damage to Grantor or the Grantor Real Property from the exercise of the Rights or Access Rights, Grantee shall either cause the physical, material damage to be repaired or pay Grantor the reasonable cost of such work.

Grantor, its heirs, successors, assigns and lessees, may cultivate, use and enjoy the Easement Tract, provided such use shall not, in the judgment of Grantee, interfere with or endanger the Rights, and provided further that no improvements, buildings or structures shall be located, constructed or otherwise placed on the Easement Tract.

LANDSCAPE CLAUSE

Grantor agrees to plant, install and maintain any and all landscaping required by city ordinance to screen utility structures located on the property.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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, licensee, 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.

SIGNATURES ON FOLLOWING PAGE

IN TESTIMONY WHEREOF, Grantor has hereunto executed this Easement on the date first above written.

City of Lee's Summit

By: _____

Print Name: _____

Title: _____

ATTEST: _____

CLERK



Approved as to Form: _____

Office of the City Attorney

SEAL _____

ACKNOWLEDGEMENT

State of MISSOURI)
County of JACKSON) SS.

On this 20th day of October, 2023, before me a Notary Public, appeared William A. Baird
to me personally known, (or proved to me on the basis of satisfactory evidence) to be the person(s)
described in and who executed the foregoing instrument, and acknowledged that he/she is the
MAYOR of LEE'S SUMMIT, and that seal affixed to the forgoing instrument
is the corporate seal of said municipality and that said instrument was signed and sealed on behalf of said
municipality by authority of its board pursuant to Ordinance No. 6622 duly adopted and passed on
5/1/2008 and the said MAYOR acknowledged said
instrument to be the free act and deed of said municipality, executed for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year
aforesaid.

My Commission Expires: 4/9/2024

Notary Public _____



JULIE C. PRYOR
My Commission Expires
April 9, 2024
Jackson County
Commission #12517227

WR#: 1107422 Validation by: HAL



Exhibit "A"

15' Utility Easement

A strip of land 15.00 feet in width, being a part of Lot 10B, Minor Plat of SUMMIT FAIR, LOTS 10A-10C as recorded in Book I208, Page 26, being instrument Number 2023E0001734, in the City of Lee's Summit, Jackson County, Missouri, lying 7.50 feet on either side of the following described strip centerline:

Commencing at the Southwest corner of said Lot 10B;

Thence South 86°51'50" East, along the South line of said Lot 10B, a distance of 14.29 feet to the true POINT OF BEGINNING;

Thence North 02°01'49" East, a distance of 78.23 feet;

Thence North 45°36'46" East, a distance of 90.29 feet;

Thence North 70°56'44" West, a distance of 53.34 feet;

Thence North 60°12'31" West, a distance of 19.50 feet;

Thence North 01°21'28" East, a distance of 71.64 feet;

Thence North 04°27'35" East, a distance of 288.41 feet to a point hereafter known as Point "A";

Thence North 03°14'27" East, a distance of 162.94 feet;

Thence North 11°22'01" East, a distance of 50.65 feet;

Thence North 02°11'38" East, a distance of 98.57 feet;

Thence North 01°53'16" East, a distance of 52.08 feet;

Thence North 86°21'14" East, a distance of 75.78 feet;

Thence South 88°06'17" East, a distance of 103.78 feet;

Thence South 70°18'18" East, a distance of 27.69 feet;

Thence South 76°36'26" East, a distance of 50.20 feet;

Thence South 68°09'04" East, a distance of 111.90 feet;

Thence South 65°54'34" East, a distance of 62.07 feet;

3315 N Oak Trafficway
Kansas City, MO 64116



Thence South 57°12'00" East, a distance of 35.51 feet;

Thence South 65°06'45" East, a distance of 29.14 feet to the beginning of a curve concave to the Northwest having a radius of 68.48 feet and a central angle of 84°54'44" and being subtended by a chord which bears North 59°07'24" East 92.45 feet;

Thence Easterly along said curve, a distance of 101.49 feet;

Thence North 13°40'09" East, a distance of 26.61 feet;

Thence North 05°49'01" East, a distance of 26.71 feet to the true POINT OF BEGINNING

Also,

BEGINNING at said Point "A";

Thence South 83°39'52" East, a distance of 148.53 feet;

Thence North 66°51'45" East, a distance of 49.53 feet;

Thence North 75°01'49" East, a distance of 29.20 feet to the true POINT OF BEGINNING

Containing 26,798 square feet or 0.615 acres, more or less.

Note: The sidelines of said strips are to be lengthened or shortened to provide a continuous strip to remain located within the limits of said Lot 10B.

The bearings referenced in this description are based on Missouri State Plane Grid North. All distances and bearings herein are as surveyed and described by Jed A.M. Baughman, Missouri PLS 2014020708 in October of 2023.

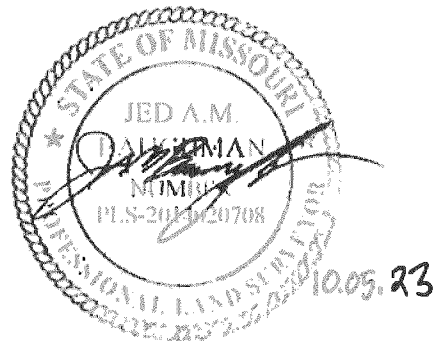
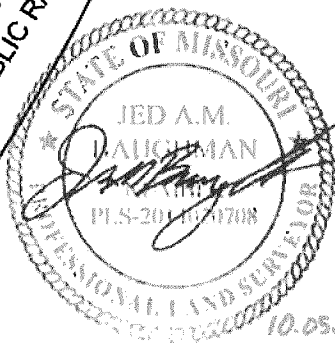
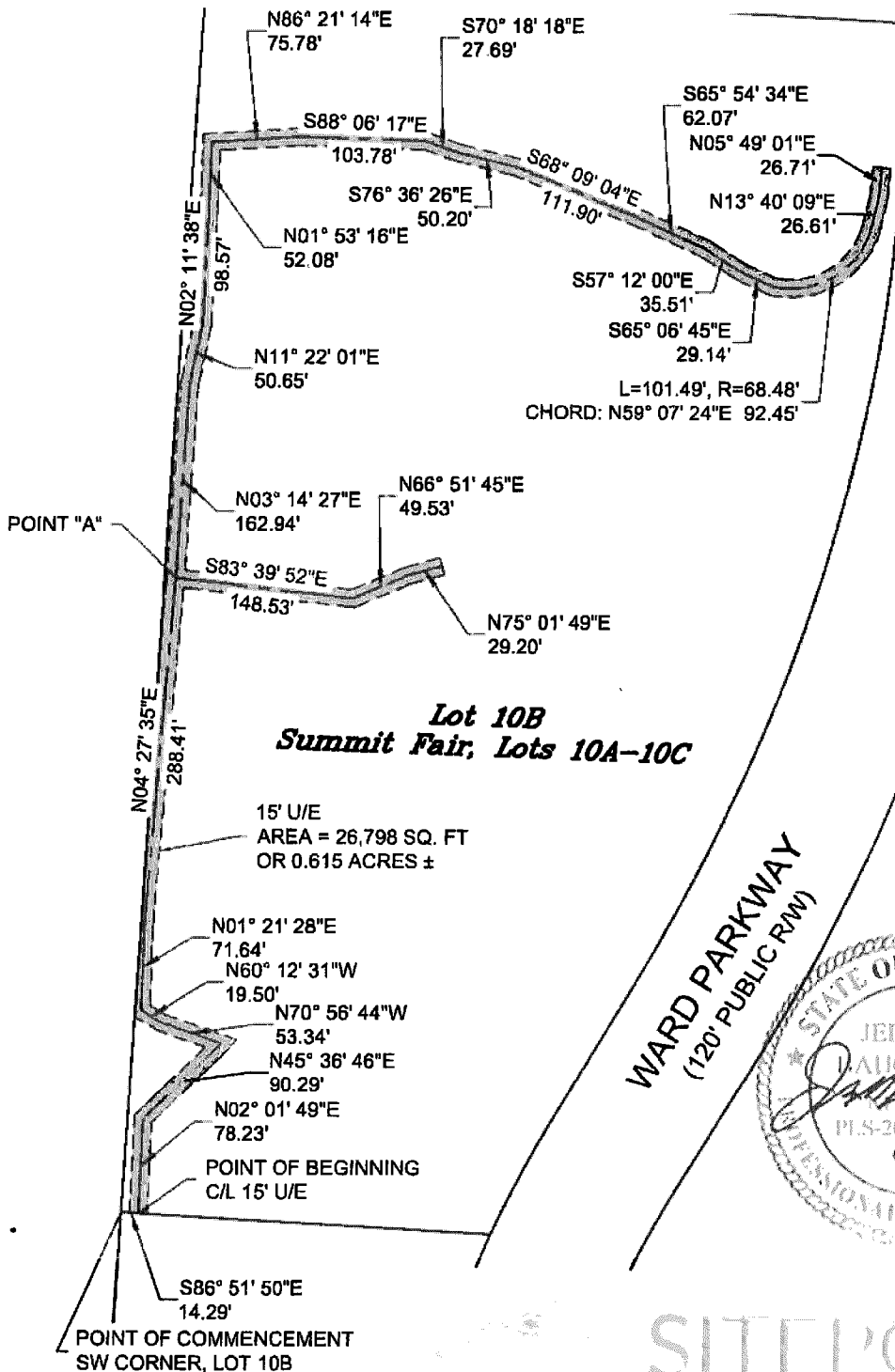


Exhibit "A"

2023.10.05
SCALE 1"=150'



SITEPOINT
A Division of NorthPoint Development