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S 29 | NE | NW | QQ/Q  
T 48 | Jackson | County  
R 31 | Missouri | State

### EASEMENT CONVEYANCE

THIS **EASEMENT** made and entered into this 7<sup>th</sup> day of November, 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**".

#### Legal Description:

**A TRACT OF LAND BEING LOCATED IN LOT 1 OF TOWN CENTRE LOGISTICS LOT 1 & TRACT A, A SUBDIVISION IN THE CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**SEE ATTACHED 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.

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: \_\_\_\_\_

William A. Baird  
MAYOR



ATTEST:

Julie C. Pryor  
CLERK

SEAL \_\_\_\_\_

Approved as to Form:

[Signature]  
Office of the City Attorney

**ACKNOWLEDGEMENT**

State of Missouri )  
County of Jackson ) SS.

On this 7th day of November 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 the City of Lee's Summit, and that seal affixed to the foregoing 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. \_\_\_\_\_ duly adopted and passed on \_\_\_\_\_ and the said \_\_\_\_\_ 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

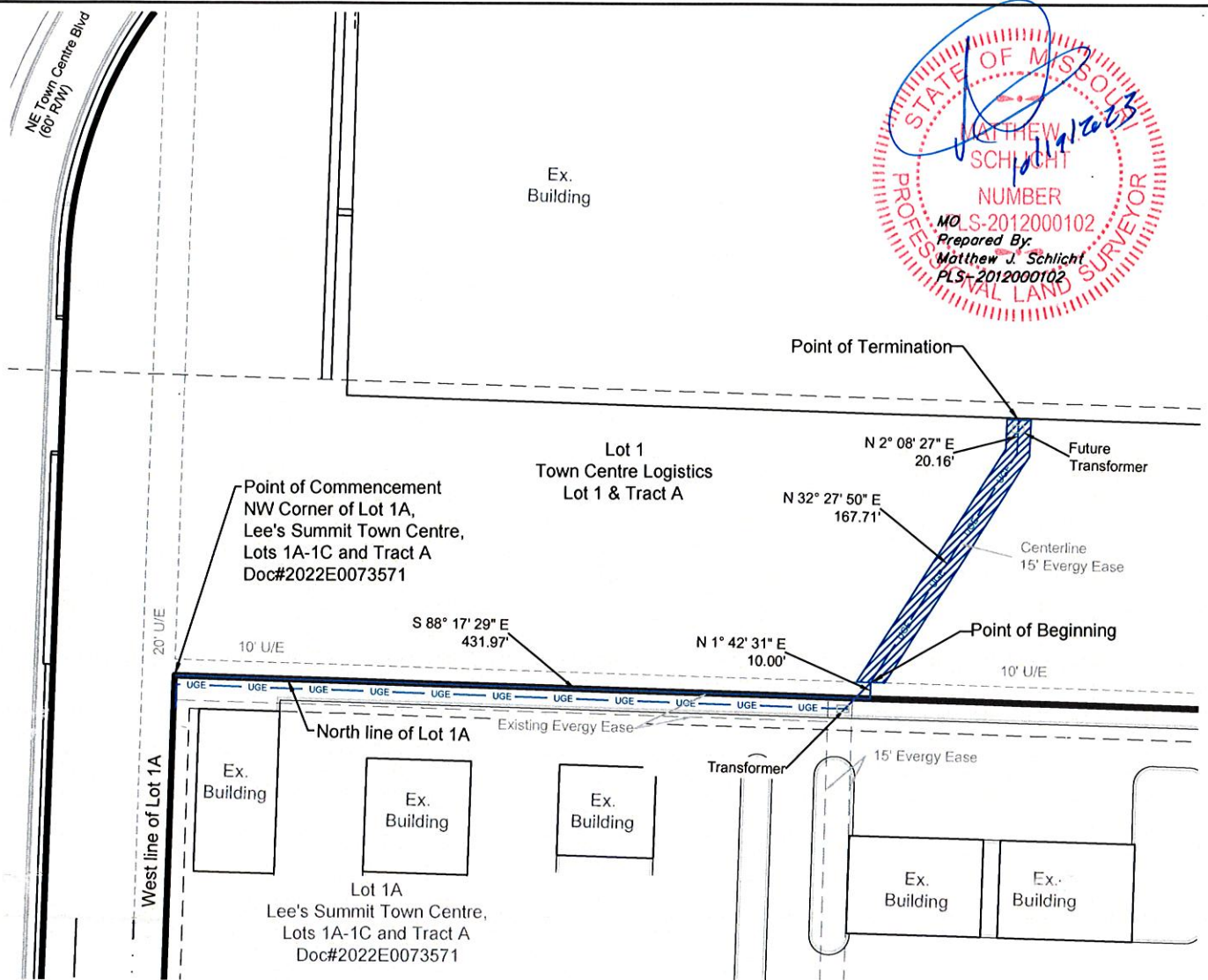
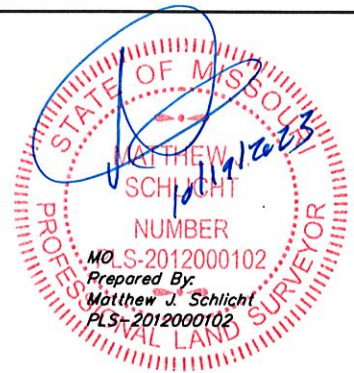
Notary Public \_\_\_\_\_

Julie C. Pryor



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

WR#: 1127247 Validation by: EDB



#### ACCESS EASEMENT DESCRIPTION:

A TRACT OF LAND BEING LOCATED IN LOT 1 OF TOWN CENTRE LOGISTICS LOT 1 & TRACT A, A SUBDIVISION IN THE CITY OF LEES SUMMIT, JACKSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1A OF LEE'S SUMMIT TOWN CENTRE, LOTS 1A-1C AND TRACT A, AS RECORDED IN DOCUMENT NUMBER 2022E0073571; THENCE S 88°17'29" E ALONG THE NORTH LINE OF SAID LOT 1A, A DISTANCE OF 431.97 FEET; THENCE N 1°42'31" E, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THE 15.00 FOOT EASEMENT BEING 7.50 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE N 32°27'50" E, A DISTANCE OF 167.71 FEET; THENCE N 2°08'27" E, A DISTANCE OF 20.16 FEET TO THE POINT OF TERMINATION.

THE ABOVE DESCRIBED LEGAL DESCRIPTION CONTAINS 2,818.05 SQUARE FEET MORE OR LESS.



Easement Exhibit  
**Every Esmt**  
SHEET 1 OF 1

DATE: 10/17/2023  
PROJECT NUMBER: Town Centre  
REV. TO DWG.: N/A  
SCALE: 1"=100'

Easement Exhibit  
**Town Centre**  
Every Easement  
Lee's Summit, Jackson County, Missouri

**ENGINEERING**  
ENGINEERING & SURVEYING  
**SOLUTIONS**  
50 SE 30TH STREET  
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