

## **WATER LINE EASEMENT (Limited Liability Company)**

THIS WATER LINE EASEMENT AGREEMENT ("Agreement"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, ("Effective Date") by and between **Anaconda, LLC, Grantor**, a Limited Liability Company organized and existing under the laws of the State of Missouri, and the City of Lee's Summit, Missouri, a Missouri Municipal Corporation with a mailing address of 220 S.E. Green, Jackson County, Lee's Summit, Missouri 64063, **Grantee**.

The **GRANTOR**, for and in consideration of the sum of One and no/100's Dollars (\$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, inspection, and removal of water pipelines, meters, vaults, related facilities, and all necessary appurtenances thereto ("Water Utilities"), together with the right of ingress to and egress to and from the Easement Area for the purpose of **Grantee** exercising the rights in this Agreement, over, under, through, across, in and upon the following described lands in Jackson County, Missouri, to-wit:

**See Attached Exhibit A for Legal ("Easement Area") and Exhibit B for Depiction**

**GRANTEE**, its successors and assigns, shall have the right to trim, remove, eradicate, cut, and clear away any trees, limbs, brush, and vines ("Vegetation") on the Easement Area or on routes exercised as access to the Easement Area now or at any future time whenever in its judgment such Vegetation will interfere with or endanger the exercise of the rights in this Agreement.

**GRANTEE**, its successors and assigns, shall have the right of ownership, use, and control of all Water Utilities for the circulation and distribution of water for public or private use through the Easement Area and for all proper purposes connected with the installation, use, maintenance, and replacement of the Water Utilities (and other equipment) and with the attachment thereto of service lines of its consumers.

**GRANTOR** agrees not to obstruct or interfere with the use, operation, or maintenance of such Water Utilities, by erecting, or causing or allowing to be erected, any building or structures on or within said Easement Area or Vegetation in the Easement Area that interferes with or endangers the exercise of Grantee's rights in this Agreement.

**GRANTEE** agrees to maintain the Water Utilities constructed by Grantee or its agents, employees, contractors, invitees, permittees, licensees, successors, or assigns in the Easement Area. Grantor agrees to perform all other maintenance in the Easement Area.

**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**, to the fullest extent allowed by law, including, without limitation, section 527.188, RSMo., hereby waives any right to request vacation of the easement herein granted.

This Agreement shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Jackson County, Missouri at Independence.

The parties agree to cooperate fully, to execute any supplemental agreements, and to take all additional actions that may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

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 managing member and attested by its Secretary, this \_\_\_\_\_ day of \_\_\_\_\_, 2024:

*Anaconda, LLC:*

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*[Printed name and title]*

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Printed name

**ACKNOWLEDGMENT**

STATE OF MISSOURI

COUNTY OF JACKSON

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2024 before me, a Notary Public in and for said state, personally appeared Matthew Hendrickson of Anaconda, LLC known to me to be the person who executed the within water line easement in behalf of said limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated and further stated that said acknowledged said instrument to be the free act and deed of Anaconda, LLC.

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

Accepted by the City of Lee’s Summit, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2024:  
City of Lee’s Summit,  
a municipal corporation

By: \_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT A

**DOUGLAS CORNER LOT 1C  
ANACONDA, LLC  
1507 NE Wall St.  
LEE'S SUMMIT, MO 64086  
JACKSON COUNTY PARCEL ID: 52-900-04-79-00-0-00-000**

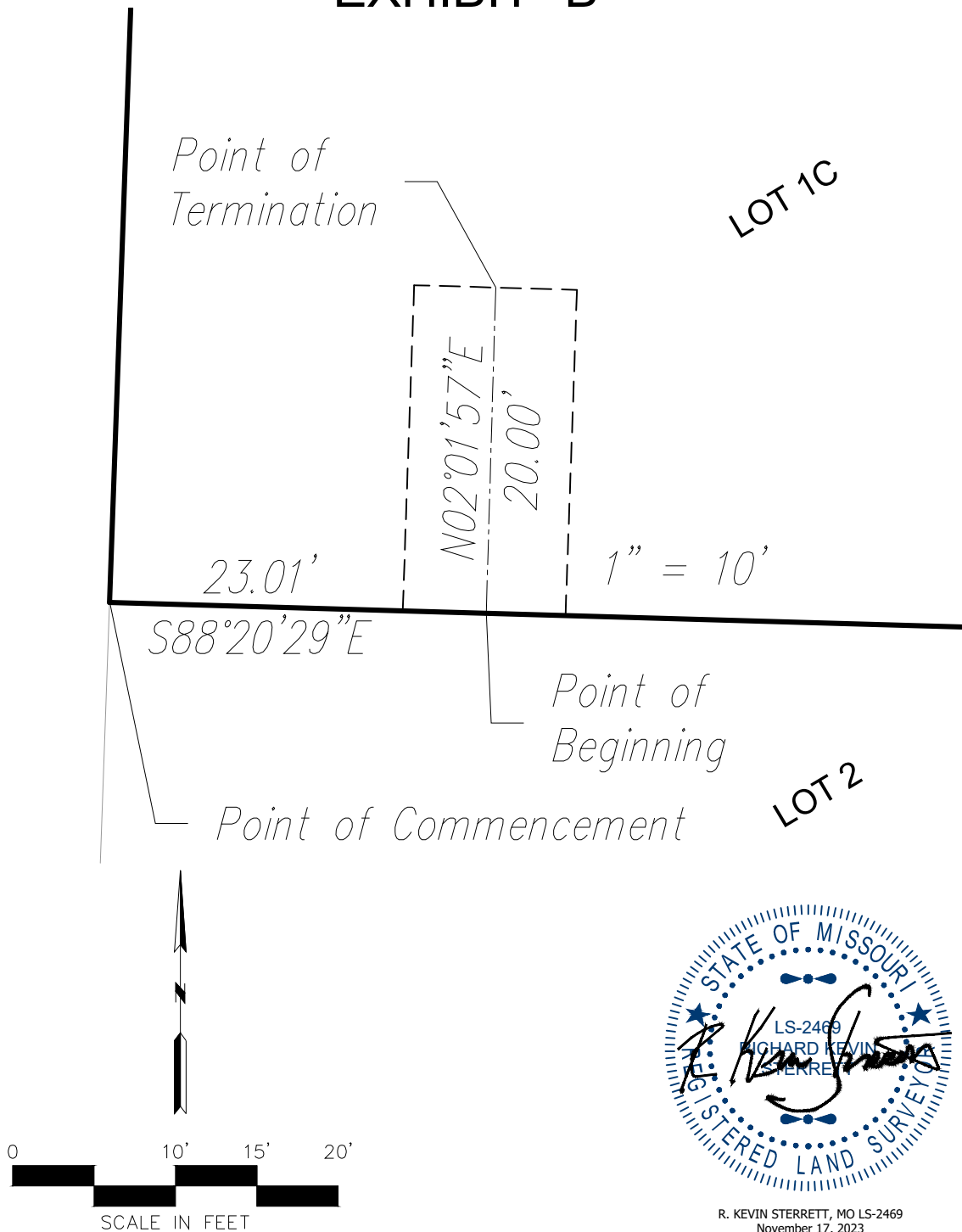
### PERMANENT WATERLINE EASEMENT:

A ten-foot-wide Utility Easement with the centerline of said easement described as follows: Commencing at the southwest corner of Lot 1C, Douglas Corner 1<sup>st</sup> Plat, a subdivision in Lee's Summit, Jackson County, Missouri. Thence S88°20'29"E along the south line of Lot 1C a distance of 23.01' to the Point of Beginning; thence N02°01'57"E a distance of 20.00' to the Point of Termination.



R. KEVIN STERRETT, MO LS-2469  
November 17, 2023

# EXHIBIT "B"



R. KEVIN STERRETT, MO LS-2469  
November 17, 2023

WATERLINE EASEMENT

DOUGLAS CORNER  
LOT 1C

LEE'S SUMMIT - JACKSON COUNTY - MISSOURI



1533 Locust Street, Kansas City, Missouri 64108  
CORPORATE LICENSE No. E201000573 (MO.) / E-1736 (KS.) / LS-2019005467