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INSTRUMENT NUMBER

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RECORDING COVERSHEET

File No.: KCC231123-KLS

Title of Document: Water Line Easement

Date of Document: November 6, 2023

Grantor(s): Ross Ranch, LLC

Grantor's Mailing Address: 220 SE Green

Lees Summit, MO 64063

Grantee(s): Anaconda LLC

Grantee's Mailing Address: 1507 Ne Wall Stree

Lees Summit, MO 64086

Legal Description:

A ten foot wide Utility Easement with the centerline of said easement described as follows:
Commencing at the southwest corner of Lot 2, Douglas Corner, 1st Plat, a subdivision in Lee's
Summit, Jackson County, Missouri; thence South 89 degrees-37 minutes-23 Seconds East, along the
north right of way of Tudor Road, a distance of 23.00 feet, to the Point of Beginning; thence North 00
degrees-22 minutes-37 seconds East, a distance of 210.28 feet to the Point of Termination.

Reference Book and Page(s): _____

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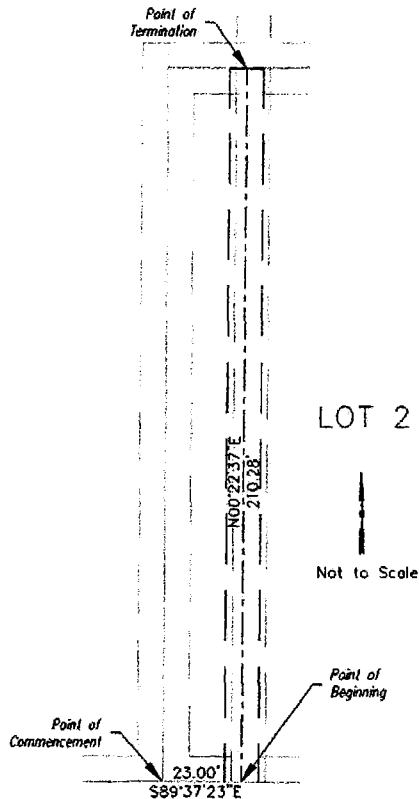
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WATER LINE EASEMENT (Limited Liability Company)

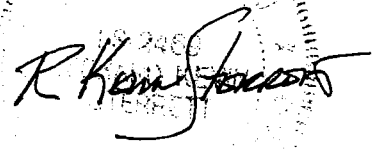
THIS WATER LINE EASEMENT AGREEMENT ("Agreement"), made and entered into this 6th day of November, 2023, ("Effective Date") by and between **Ross Ranch, LLC, Grantor**, a Limited Liability Company organized and existing under the laws of the State of Wyoming, and the City of Lee's Summit, Missouri, a 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:



A ten foot wide Utility Easement with the centerline of said easement described as follows:

Commencing at the southwest corner of Lot 2, Douglas Corner, 1st Plat, a subdivision in Lee's Summit, Jackson County, Missouri; thence South 89 degrees-37 minutes-23 Seconds East, along the north right of way of Tudor Road, a distance of 23.00 feet, to the Point of Beginning; thence North 00 degrees-22 minutes-37 Seconds East, a distance of 210.28 feet to the Point of Termination.


3/21/24

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.

Project:
Project No.:
Tract:

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, provided however, that Grantor shall be entitled to pave over the Easement Area and maintain landscaping within the Easement Area and Grantee hereby agrees that in the event that Grantee is required to excavate or disturb the surface of any portion of the Easement Area for the purpose of exercising Grantee's rights herein, Grantee shall (a) utilize commercially reasonable efforts to prevent interference with the ingress and egress of Grantor and Grantor's tenants and occupants, and (b) promptly repair any damage to pavement, landscaping or any other items owned by Grantor within the Easement Area and return the Easement Area to the same or better condition as the Easement Area was in prior to such excavation or disturbance of the surface of the Easement Area.

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.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have caused these presents to be signed, to be effective as of the Effective Date:

GRANTOR:

Ross Ranch, LLC:

a Wyoming limited liability company

By: Glenn R. Ross
Glenn R. Ross, Member

ACKNOWLEDGMENTS

~~STATE OF MISSOURI~~
~~COUNTY OF JACKSON~~
Wyoming
Park

On this 6th day of November in the year 2023 before me, a Notary Public in and for said state, personally appeared Glenn R. Ross, a member of Ross Ranch, LLC, a Wyoming limited liability company, 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 said limited liability company).



Becky Helvig
Notary Public Signature