

## WATER LINE EASEMENT (INDIVIDUAL)

THIS WATER LINE EASEMENT AGREEMENT ("Agreement"), made and entered into this 18 day of October, 2024, ("Effective Date") by and between <INSERT THE NAME OF THE GRANTOR HERE>, **Grantor**, 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.

**Project:**  
**Project Activity No.:**  
**Accounting Unit:**  
**Tract:**

**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 hereunto set his, her, or their hand this 18 day of October, 2024.



Signature

Larry E Finkemeier

Print Name

Signature

Print Name

## ACKNOWLEDGMENT

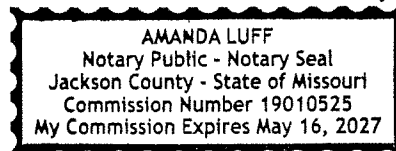
STATE OF MISSOURI

COUNTY OF JACKSON

On this 18 day of October, 2024, before me personally appeared Larry E Finkenew to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he/she (or they) executed the same as his/her (or their) free act and deed.

WITNESS my hand and official seal in the County and State aforesaid, the day and year first above written.

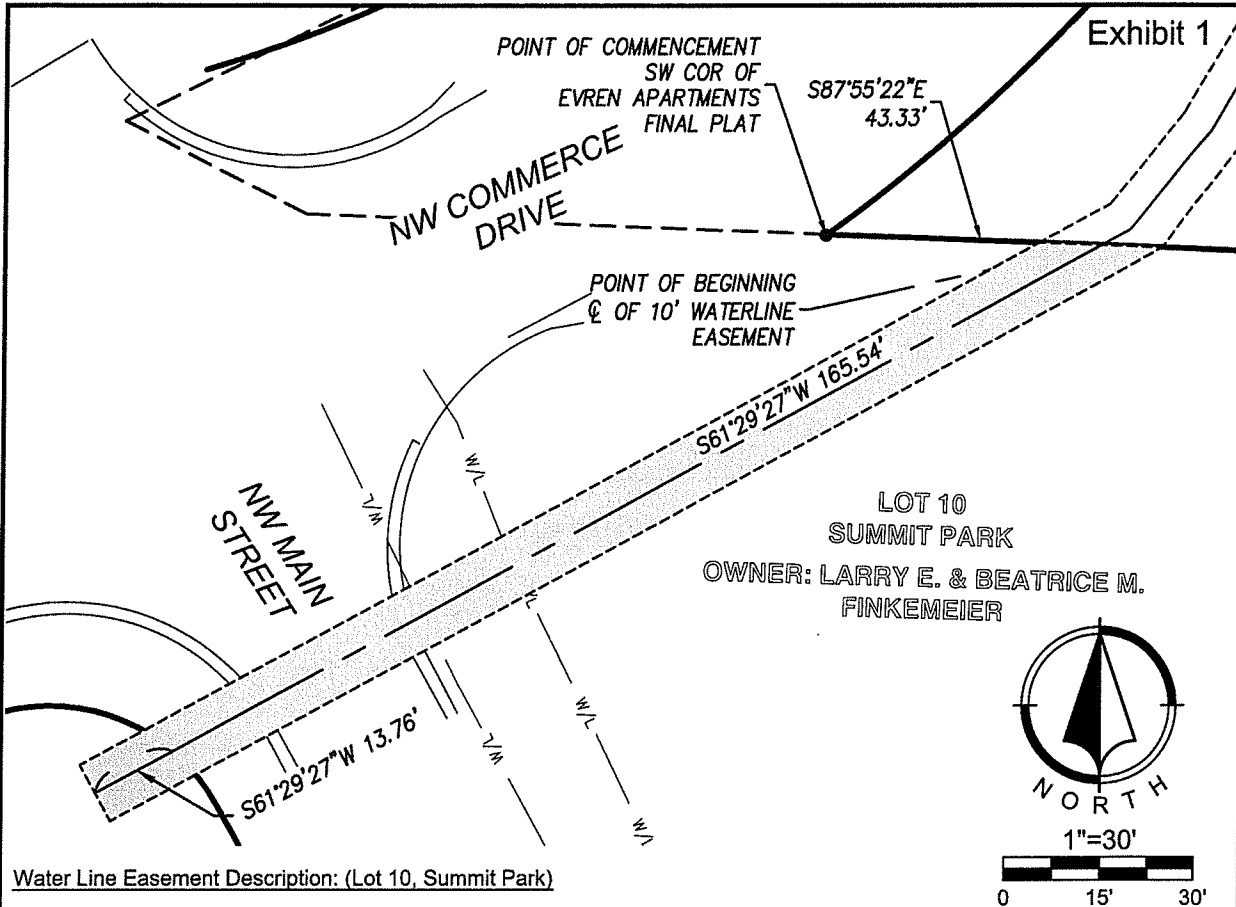
Amanda Luff  
Notary Public Signature



Accepted by the City of Lee's Summit, Missouri, this 18<sup>th</sup> day of October, 2024:

City of Lee's Summit,  
a municipal corporation

By: \_\_\_\_\_  
Michael Park – Director of Public Works

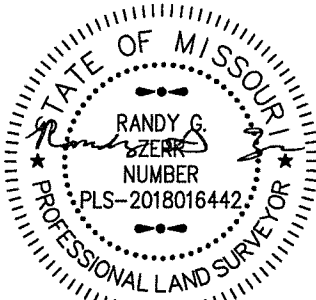


Water Line Easement Description: (Lot 10, Summit Park)

A 10 foot wide easement, 5 feet on each side of following described center line, being a part of Lot 10, Summit Park a subdivision in the City of Lee's Summit, County of Jackson, State of Missouri, and part of the Southeast Quarter of Section 31, Township 48 North, Range 31 West, being more particularly described by Randy G. Zerr Missouri PLS-2018016442, October 17, 2024, as follows:

Commencing at the Northwest corner of said Lot 10; thence South 87°55'22" East, 43.33 feet to the Point of Beginning, said Point of Beginning also being the center line of an existing 10 foot wide water line easement; thence South 61°29'27" West, 164.54 feet to a point on the East line of Lot 6B, Replat of Summit Tec Industrial Park; thence South 61°29'27" West, 13.76 feet to the Point of Termination, containing 1792 square feet.

I hereby certify that this Easement description is true and correct to the best of my professional knowledge and belief and was prepared by me or under my direct supervision.



10-17-2024

Randy G. Zerr Missouri PLS-2018016442  
RIC MO CLS-2011003572  
rzerr@ric-consult.com

Sheet 1 of 1

WATER LINE EASEMENT



**Renaissance  
Infrastructure  
Consulting**

102 Abble Avenue  
Kansas City, Kansas 66103

913.317.9500  
www.ric-consult.com

Certificates of Authorization: MO CLS-2011003572; KS CLS-234;  
OK CA-7072; SD C-8496; AR COA 3574; TX 10194376