

**STORM DRAINAGE EASEMENT
(Limited Liability Company)**

THIS STORM DRAINAGE EASEMENT AGREEMENT ("AGREEMENT"), made this 3rd day of February, 2025 ("Effective Date") by and between **NORTH OAK SAFETY STORAGE, LLC** a Limited Liability Company organized and existing under the laws of the State of Missouri, **GRANTOR**, and the **City of Lee's Summit, Missouri**, a Missouri Municipal Corporation with a mailing address of 220 S.E. Green Street, Jackson County, Lee's Summit, Missouri 64063, **GRANTEE**.

WITNESSETH, that the **GRANTOR**, 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 pipe lines, manholes, catch basins, concrete surface drainage ways, open water ways, storm drainage systems, related facilities, together with all necessary appurtenances thereto, ("Stormwater 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 Stormwater Utilities through the Easement Area for all proper purposes connected with the installation, use, maintenance, and replacement of the Stormwater 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 Stormwater 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 Sewer 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 Missouri Municipal Corporation, and to its successors and assigns forever.


IN WITNESS WHEREOF, **GRANTOR**, has caused these presents to be signed by its member and attested by its Secretary, this 3rd day of February, 2025

North Oak Safety Storage, LLC

By: 
Signature

David L. Ward - member

David L. Ward, Member

ATTEST: 
Secretary

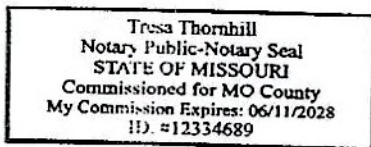
Sandra Ward - member
Printed name

ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF JACKSON

On this 3rd day of Feb, 2025 before me appeared David L. Ward, Member of North Oak Safety Storage, LLC, known to me to be the person who executed the within storm drainage 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 North Oak Safety Storage, LLC.



Tresa Thornhill
Notary Public Signature

Accepted by the City of Lee's Summit, Missouri, this _____ day of _____, 20__:

City of Lee's Summit,
a municipal corporation

By: _____