

ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI



04/16/2024 8:56 AM

FEE: \$33.00 5 PGS

INSTRUMENT NUMBER
2024E0020322

UTILITY EASEMENT

THIS UTILITY EASEMENT AGREEMENT ("Agreement"), made and entered into this 26th day of March, 2024, ("Effective Date") by and between **OATS Transit, a non-profit corporation, Grantor**, a Corporation organized and existing under the laws of the State of Missouri,, and the City of Lee's Summit, Missouri, a Municipal Corporation organized and existing under the laws of the State of Missouri, whose address is 220 S.E. Green, Lee's Summit, Jackson County, 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 Utility Easement for use by **Grantee**, and with the written permission of **Grantee** to utility companies who operate in Lee's Summit, Missouri, to locate, construct, reconstruct, operate, repair, and maintain facilities including, but not limited to, sanitary sewer lines, water lines, storm sewers, drainage ditches, waterways, water, gas, poles, wires, ducts, conduits, cables, meters, vaults, connections, and all other utilities together with all necessary appurtenances thereto ("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, upon, over, under and along the following described lands in Jackson County, Missouri, to-wit:

See Attached Exhibit A page 1 for Legal ("Easement Area") and page 2 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 **Grantee's** rights in this Agreement.

GRANTEE, its successors and assigns, shall have the right of ownership, use and control of all Utilities through the Easement Area for all proper purposes connected with the installation, use, maintenance, and replacement of the 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 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 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**, a Corporation, has caused these presents to be signed by its President or Vice President and attested by its Secretary, affixed this 26th day of March, 2024:

OATS Transit:

By: Darleen Rapp
[Signature of President or Vice President]

Darleen Rapp, President
[Printed name and title]

ATTEST:

No SEAL

Jeff Leeman
Secretary

Jeff Leeman, Secretary/Treasurer
Printed name

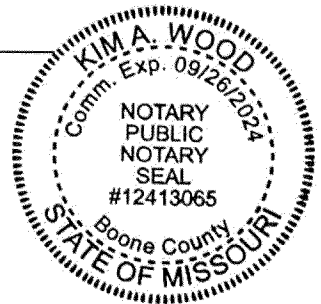
ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF JACKSON

On this 26th day of March, 2024, before me appeared Dorothy Yeager (name), to me personally known, who, being by me duly sworn did say that he or she is the Executive Director (position) of OATS Transit (name of corporation), and that said instrument was signed in behalf of said corporation by authority of its board of directors, and said Dorothy Yeager (name) acknowledged said instrument to be the free act and deed of said corporation.

Kim A. Wood
Notary Public Signature



Accepted by the City of Lee's Summit, Missouri, this 26th day of March, 2024:

City of Lee's Summit,
a municipal corporation

By: [Signature]

Michael Park – Director of Public Works

MARCH 5, 2024

UTILITY EASEMENT

OWNER: OATS INC.

DEED: INSTRUMENT NO. 2022E0009997

A TRACT OF LAND LOCATED IN NORTHWEST QUARTER OF SECTION 20 T48N R31W AND BEING PART OF LOT 29A LAKEWOOD BUSINESS CENTER ON I-470 - PLAT Q, RECORDED IN BOOK I198 PAGE 34.

BEGINNING AT THE NORTHWEST CORNER OF LOT 29A OF LAKEWOOD BUSINESS CENTER ON I-470 - PLAT Q, RECORDED IN BOOK I198 PAGE 34, THENCE ALONG THE LINES OF SAID LOT, S 88°22'18"E 376.75 FEET; THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 1100.00 FEET, A DISTANCE OF 122.49 FEET, THE CHORD BEING S 74°11'16"E 122.43 FEET; THENCE N 88°22'18"W 70.33 FEET; THENCE S 1°37'42"W 28.00 FEET; THENCE LEAVING THE EAST LINE OF SAID LOT, N 88°22'18"W 425.48 FEET TO THE WEST LINE OF SAID LOT 29A; THENCE ALONG SAID LINE, N 2°02'51"E 58.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 24,859 SQUARE FEET.

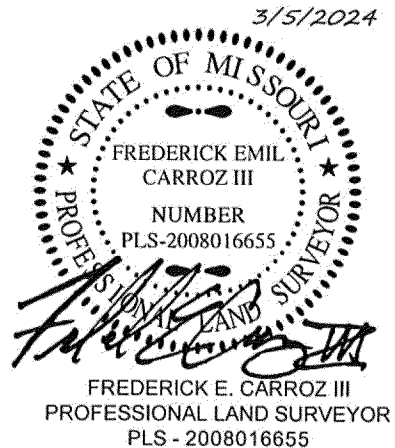
EXHIBIT "A"
SHEET 1 OF 2



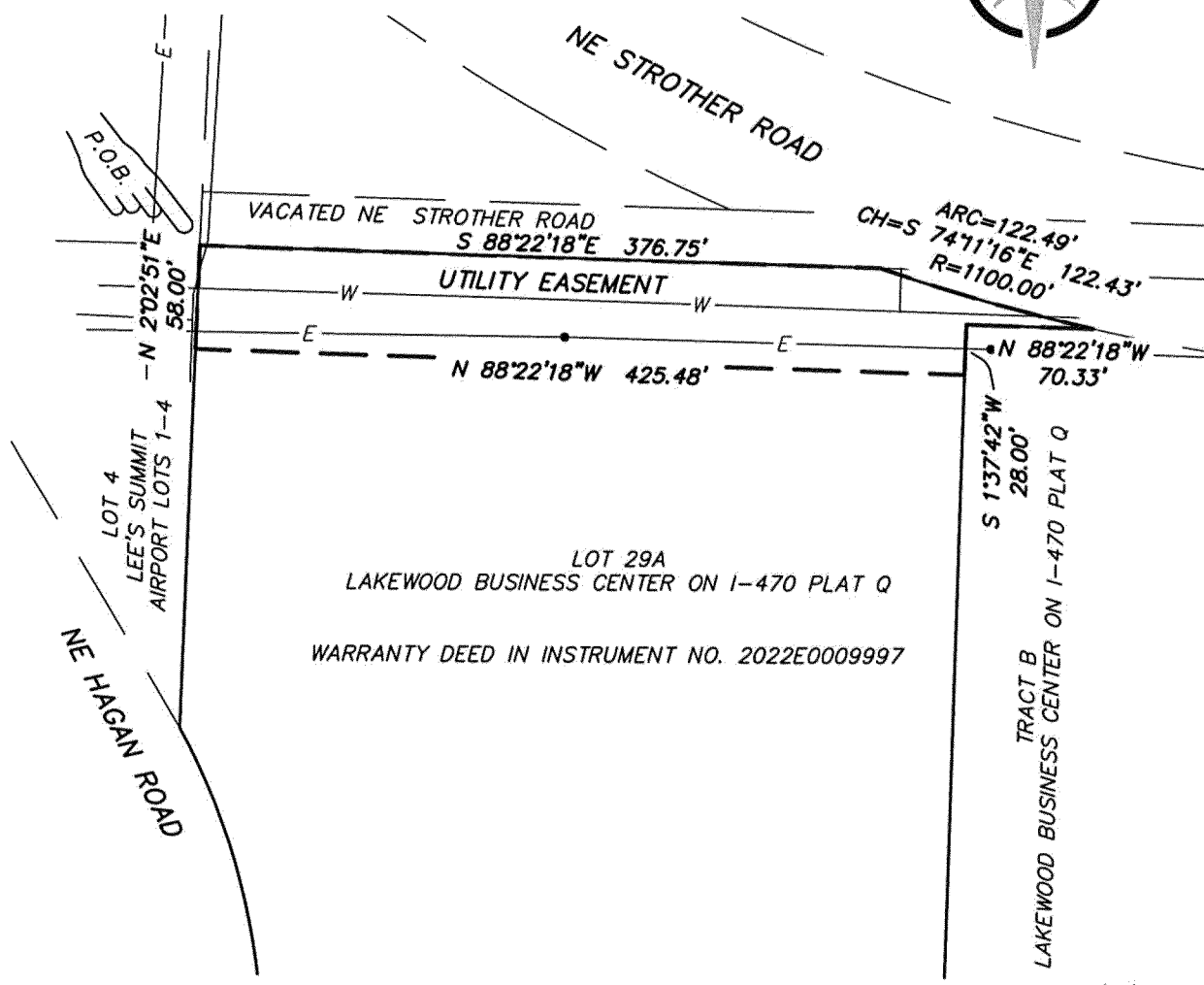
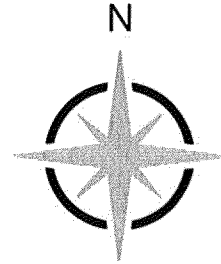
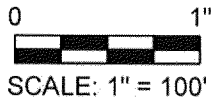
**Engineering Surveys
& Services**

1113 Fay Street, Columbia, Mo 65201
573 - 449 - 2646
www.ess-inc.com

MO Land Surveying Corp. # 2004004672
Missouri Engineering Corp. # 2004005018



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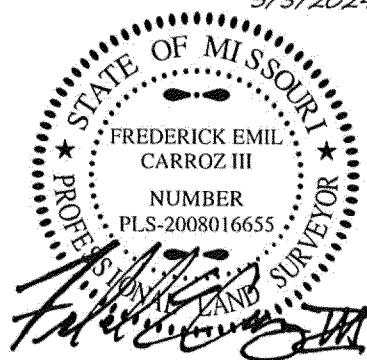
3/5/2024

EXHIBIT "A"
SHEET 2 OF 2



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FREDERICK E. CARROZ III
PROFESSIONAL LAND SURVEYOR
PLS - 2008016655