

S 28	SE /N1/2	QQ/Q
T 48	Jackson	County
R 33	Missouri	State

### EASEMENT CONVEYANCE

THIS EASEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between **Jackson County, Missouri** of **Jackson County, Missouri** "GRANTOR" and **Kansas City Power & Light Company (KCP&L)**, whose mailing address is PO Box 418679, Kansas City, MO. 64141-9679, and its and their affiliates, lessees, licensees, designees, successors and assigns, of **Jackson County, Missouri** "GRANTEE".

After recording mail to:      **KCP&L            Attn: Paul Maurin**  
    **Right of Way Dept. F&M-2**  
    **PO Box 418679**  
    **Kansas City, MO 64141-9679**

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby GRANTS, BARGAINS, SELLS AND CONVEYS to Grantee, its lessees, successors and assigns, the right, privilege and perpetual easement to enter upon the lands of Grantor as described below, to survey, construct, operate, patrol, inspect, maintain, alter, add wires, poles, cables, conduits, and pipes, repair, rebuild and remove, on, under and over the easement described below and in and upon all streets, roadways or highways abutting said lands, now or at any future time, lines for the transmission and distribution of electric energy, and for communication purposes, and all appurtenances and appliances necessary in connection therewith, together with the right of ingress and egress to and from said lines of GRANTEE over the lands of Grantor so that Grantee may go to and from said lines from the public roads adjacent to Grantors lands, which said lands of Grantor, situated in the County of Jackson, in the State of Missouri, said land more particularly described as follows:

**A tract of land 100 feet in width across a part of the N ½ of Section 28, Township 48, Range 33, in Kansas City, Jackson County, Missouri, lying 50 feet on each side of the following described centerline:**

**Commencing at the Southeast corner of the N ½ of said Section 28; thence N 86° 51' 27" W, along the South line of the N ½ of said Section 28, a distance of 416.43 feet, to the True Point of Beginning of subject tract; thence N 02° 25' 08" E, a distance of 282.63 feet, to the Point of Termination on the centerline of the Blue River as now established.**

**It is further stipulated and agreed that the outer boundaries of the above-described 100 foot easement shall begin and terminate on the same property lines as the centerline.**

**See Attached Exhibit "A" Which is Incorporated Herein by Reference**

Grantee may erect and use gates in all fences which cross or which shall hereinafter cross the route of said lines. Grantee is given the right to trim, cut and clear away any trees, limbs and brush on or adjacent to the above-described easement whenever, in its judgment, such will interfere with or endanger the construction, operation or maintenance of said lines. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lands and shall repair any damage caused by its use thereof. All logs, limbs, or brush cut or trimmed by KCP&L shall be removed by KCP&L unless Grantor otherwise requests.

It being the intention of the parties hereto that Grantor is hereby granting the uses herein specified without divesting Grantor and heirs or assigns of the right to cultivate, use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no building shall be constructed on the easement without Grantee's written permission.

Title to said lines shall be and remain in said Grantee.

TO HAVE AND TO HOLD said easement and rights aforesaid with all and singular, the rights, privileges, appurtenances, and immunities thereto belonging or in anyway appertaining unto Grantee its lessees, licensee, successors or assigns forever. This easement conveyance shall run with the land and shall be binding upon Grantor and Grantor's heirs, administrators, executors, successors and assigns. Grantor hereby covenants that Grantor is the owner(s) of the above-described land, subject to existing liens and right-of-way easements of record.

IN TESTIMONY WHEREOF, Grantor(s) have hereunto executed this Easement this \_\_\_\_\_ Day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**Mike Sanders**

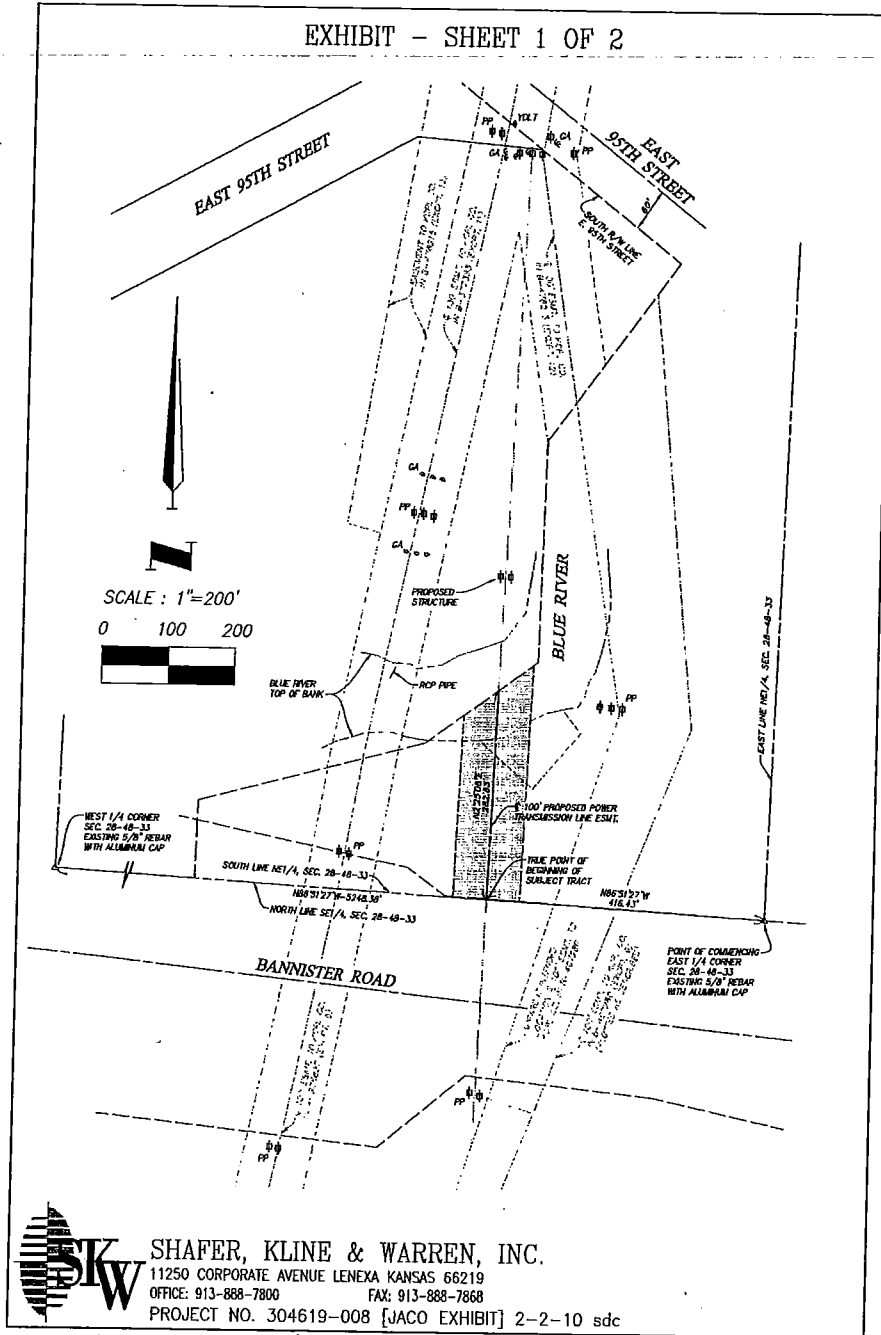
\_\_\_\_\_  
**County Executive**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

# EXHIBIT A



**ACKNOWLEDGMENT**  
(Corporation)

State of MISSOURI                    )  
  ) Ss.  
County of JACKSON                    )

On this \_\_\_\_ day of \_\_\_\_\_, 2010, before me a Notary Public, appeared **Mike Sanders**, to me personally known, who being by me duly sworn, did say that he is the **County Executive, of Jackson County, Missouri**, and executed the foregoing instrument, and that said instrument was signed in behalf of said **County** by the authority of it's Board of Directors and the said corporation acknowledged said deed to be the free act and deed of said corporation. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My Commission Expires: \_\_\_\_\_ Notary Public \_\_\_\_\_

-----Storms # \_\_\_\_\_ Initiator \_\_\_\_\_ validated by \_\_\_\_\_-----