

**EASEMENT CONVEYANCE**

THIS EASEMENT is made this 21<sup>st</sup> day of March, 2024, by and between **County of Jackson, Missouri**, a governmental entity organized and existing under the laws of the State of Missouri a Corporation organized and existing under the laws of the State of Missouri, **Grantor**, and Evergy Missouri West, Inc., a Delaware corporation, whose mailing address is PO Box 418679, Kansas City, MO. 64141-9679, **Grantee**.

WITNESSETH, that the **Grantor**, in consideration of the sum of One Dollar (\$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 non-exclusive easement for the construction, operation, maintenance, repair, replacement and removal of underground electric and communication transmission and distribution lines, and appurtenances thereto, including the right and privilege at any time and from time to time to enter upon said easement, over, under, through, across, in and upon the following described lands in Jackson County, Missouri, hereinafter referred to as the "Easement Area", to-wit:

***See Attached Exhibit "A" for Legal***

**GRANTEE**, its successors and assigns, shall have the right of ownership, use and control of all underground electric and communication transmission and distribution lines, and all necessary appurtenances on the above described property and for all proper purposes connected with the installation, use, maintenance, and replacement of lines.

Should **GRANTEE'S** activities in Easement Area cause any disturbance of surface of Easement Area, **GRANTEE** shall restore all said surfaces to prior condition. **GRANTEE**, its successors and assigns, shall not interfere in any way with **GRANTOR'S** ongoing use and enjoyment of the surface of the Easement Area. **GRANTEE** shall notify **GRANTOR** before work is done within Easement Area, which may impact **GRANTOR'S** use of the surface area.

The **GRANTOR** herein agrees for itself and its heirs, successors or assigns, that the tract of land over which the Easement is being granted shall be kept free from buildings or any other structures or obstructions (except grass, shrubs, fences, sidewalks, roadways, pavement or curbs) that would interfere with the

**GRANTEE** in excavating upon said permanent easement for the purposes of laying, constructing, operating, maintaining or repairing underground electric and communication transmission and distribution lines and all appurtenances incidental thereto. The **GRANTOR** herein also agrees for itself and for its heirs, successors, or assigns, that the earth cover will not be increased without the written approval of the **GRANTEE'S** Evergy Missouri West, Inc..

**GRANTEE** agrees to relocate any underground electric and communication transmission and distribution lines and/or appurtenances thereto, within the Easement Area, at the request of **GRANTOR**, should **GRANTOR** require Easement Area for future improvements by **GRANTOR**, in the sole discretion of **GRANTOR**.

**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 easements to the Grantee herein.

**GRANTOR**, to the fullest extent allowed by law, including, without limitation, section 527.188, RSMo 2016, hereby waives any right to request vacation of the easement herein granted.

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**.

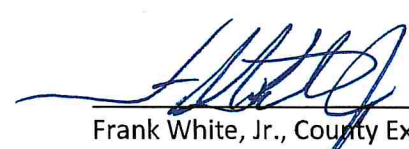
TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities thereunto belonging or in any way appertaining, unto the Evergy Missouri West, Inc., a Delaware corporation, and to its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor, a political subdivision of the State of Missouri, has caused this instrument to be signed by its County Executive, and attested by its County Clerk, has caused these presents to be signed, this 21<sup>st</sup> day of March, 2024.


**JACKSON COUNTY**

APPROVED AS TO FORM: JACKSON COUNTY, MISSOURI

By:   
Bryan O. Covinsky, County Counselor

  
Frank White, Jr., County Executive

ATTEST:

By:   
Mary Jo Spino, Clerk of the County Legislature

## COUNTY ACKNOWLEDGMENT

STATE OF MISSOURI                    )  
  )        ss.  
COUNTY OF JACKSON                )

On this 14<sup>th</sup> day of March, 2024, before me, a Notary Public, personally appeared Frank White Jr., to me personally known, who, being by me duly sworn, did say that he is the County Executive of Jackson County, Missouri, and that he executed the above and foregoing instrument on behalf of said Jackson County, Missouri, and acknowledged the execution of same as the free and voluntary act and deed of Jackson County, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Christine Howard

Notary Public

My Commission Expires: February 28, 2028





# EXHIBIT

A Ten (10) feet wide tract of land being located within the overlapping rights-of-way of Longview Road and the railroad formerly known as the Chicago, Pacific and Rock Island Railroad as each of said rights-of-way are now established, being situated in the Southeast Quarter of the Northwest Quarter of Section 12, Township 47 North, Range 32 West in the City of Lee's Summit, Jackson County, Missouri. Said Ten (10) feet wide tract of land being now more particularly described as follows:

Commencing at the Southeast Corner of the Southeast Quarter of the Northwest Quarter of aforesaid Section 12; thence North 87°23'16" West along the South line of the Northwest Quarter of said Section 12, a distance of 292.58 feet to the point of intersection of the South line of the Northwest Quarter of said Section 12 with the Northeasterly right-of-way line of the railroad formerly known as the Chicago, Pacific and Rock Island Railroad as said right-of-way is now established; thence continuing North 87°23'16" West along the last described course, a distance of 165.39 feet to the point of intersection of the South line of the Northwest Quarter of said Section 12 with the Southwesterly right-of-way line of said railroad as now established; thence North 50°16'07" West along the Southwesterly right-of-way line of said railroad, a distance of 16.57 feet; thence South 87°23'16" East, a distance of 165.76 feet to a point on the Northeasterly right-of-way line of said railroad; thence South 49°27'59" East along the Northeasterly right-of-way line of said railroad, a distance of 16.27 feet to the Point of Beginning. This description having been prepared by Steven R. Whitaker, MO PLS-2005019220. MEC Corporate Certificate / License No. 201200935.

Containing 1,656 square feet, more or less.

Basis of Bearings - Missouri State Plane Coordinate System, NAD 83, West Zone.



REV.	DESCRIPTION
4 of 6	10' WIDE EVERGY EASEMENT

DRAWING NO 2023000050-063	DRAWN BY A.BRIGHT	CHECKED BY S.WHITAKER
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**McCLURE™**  
making lives better.



North of Longview Road	
80100687	
NAME Rock Island Trails	DATE: 8/16/23
LEE'S SUMMIT, JACKSON, MISSOURI	SHEET NO. 1 of 2

# EXHIBIT

262

263

264

SE 1/4-NW 1/4  
SEC. 12, T47N, R32W

ROCK ISLAND  
RAILROAD

WHITE RIDGE  
FARM, 8TH PLAT

LOT 1  
KANON  
STAR ESTATES

SOUTHWESTERLY LINE  
ROCK ISLAND RAILROAD

W. LINE  
LOT 265

LOT 265

NORTHERLY ROW LINE  
OF LONGVIEW RD

E. LINE  
LOT 1

NORTHEASTERLY LINE  
ROCK ISLAND RAILROAD

S87°23'16"E 165.76'

S49°27'59"E  
16.27'

N50°16'07"W  
16.57'

N87°23'16"W 165.39'

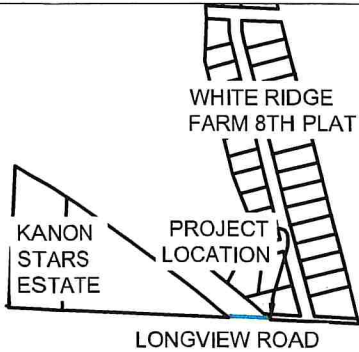
S. LINE NW 1/4  
SEC. 12-T47N-R32W

N87°23'16"W 292.58'  
POINT OF COMMENCEMENT  
SE COR. SE 1/4-NW 1/4  
SEC. 12-T47N-R32W

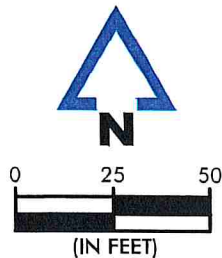
LONGVIEW ROAD

POINT OF  
BEGINNING

10.00'



SEC. 12-T47N-R32W



1 inch = 50 ft.



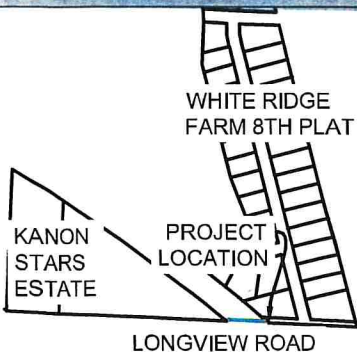
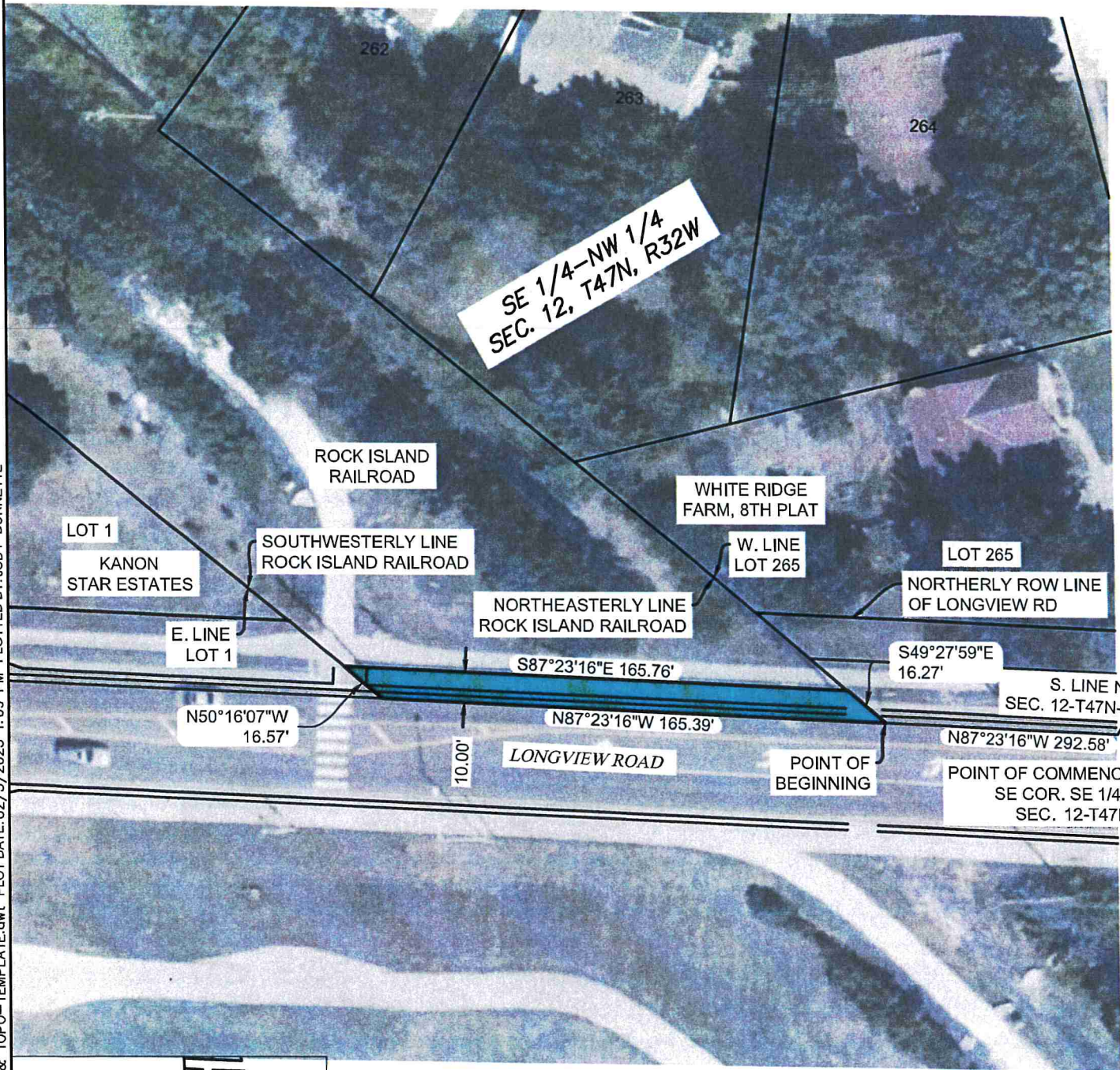
REV.	DESCRIPTION
5 of 6	10' WIDE EGRESS EASEMENT
DRAWING NO	2023000050-063
DRAWN BY	A.BRIGHT
CHECKED BY	S.WHITAKER
<b>McCLURE™</b> making lives better.	

North of Longview Road	
80100687	
NAME	Rock Island Trails
DATE:	8/16/23
SHEET NO.	2 of 2
LEE'S SUMMIT, JACKSON, MISSOURI	

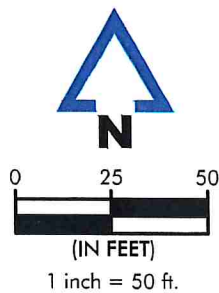
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# EXHIBIT



SEC. 12-T47N-R32W



REV.	DESCRIPTION
6 of 6	10' WIDE EVERGY EASEMENT

DRAWING NO 2023000050-063	DRAWN BY A.BRIGHT	CHECKED BY S.WHITAKER
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**McCLURE**<sup>TM</sup>  
making lives better.



North of Longview Road	
80100687	
NAME Rock Island Trails	DATE: 8/16/23
LEE'S SUMMIT, JACKSON, MISSOURI	SHEET NO. 1 of 1

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