

SANITARY SEWER EASEMENT

THIS EASEMENT is made this _____ day of _____, 2021, 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 the City of Lee's Summit, Missouri, a Municipal Corporation of Jackson County, Missouri, with a mailing address of 220 SE Green Street, Lee's Summit, Missouri 64063, **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 sewer pipe lines, manholes, 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 sanitary sewers, underground pipe, manholes, and all necessary appurtenances on the above described property and for all proper purposes connected with the installation, use, maintenance, and replacement of the sanitary sewer.

GRANTEE, its successors and assigns, shall not interfere in any way with **GRANTOR'S** ongoing use and enjoyment of Easement Area as a public walking and bicycling facility and transportation corridor. **GRANTEE** shall notify **GRANTOR** before work is done on within Easement Area, either below, over, or upon ground level, which may impact **GRANTOR'S** use. For any work what **GRANTEE** may perform in Easement Area, **GRANTEE** shall at all times keep area open and safe for public use. If **GRANTEE** engages in activities on surface of Easement Area, **GRANTEE** shall implement all appropriate safety protocols, such as warning signage and access protection, to alert the public of **GRANTEES** activities. Should **GRANTEE'S** activities in Easement Area cause any disturbance of surface of the Easement Area, **GRANTEE** shall restore all said surfaces to prior condition, including trail surfaces and landscaping.

GRANTEE agrees to relocate any sewer pipe, lines, manholes, and appurtenances thereto, within Easement Area, at the request of **GRANTOR**, should **GRANTOR** require Easement Area for future improvements by **GRANTOR**, in the sole discretion of **GRANTOR**.

GRANTOR agrees not to obstruct or interfere with Grantee's use and enjoyment of the easement granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to such pipe lines, manholes, and appurtenances thereto, by erecting, or causing or allowing to be erected, any building on said easement.

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 City of Lee's Summit, Missouri, a Municipal 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 _____ day of _____, 2021.

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 _____ day of _____, 20__, 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.

Notary Public

My Commission Expires:

EXHIBIT "A"

Permanent Sanitary Sewer Easement

All that part of the Northwest Quarter of Section 12, Township 47 North, Range 32 West, in Lee's Summit, Jackson County, Missouri, more particularly described as follows:

(Note: The bearings in the following description are based on Grid North, Missouri State Plane Coordinate System, NAD83)

Commencing at a point on the northerly right of way line of the Union Pacific Railway (formerly Rock Island, and Pacific Railroad), said point being also the southeast corner of Lot 1, LIGHTFOOT RESERVATION, LOT 1, a subdivision in Lee's Summit, Jackson County, Missouri; thence N60°18'34"W, along said right of way line, 157.77 feet to the Point of Beginning; thence continue N60°18'34"W, 15.15 feet; thence departing said right of way line, S21°41'45"W, 150.94 feet to the south right of way line of said railway; thence S60°26'52"E, along said right of way line, 15.14 feet; thence departing said right of way line, N21°41'45"E, 150.90 feet to the Point of Beginning.

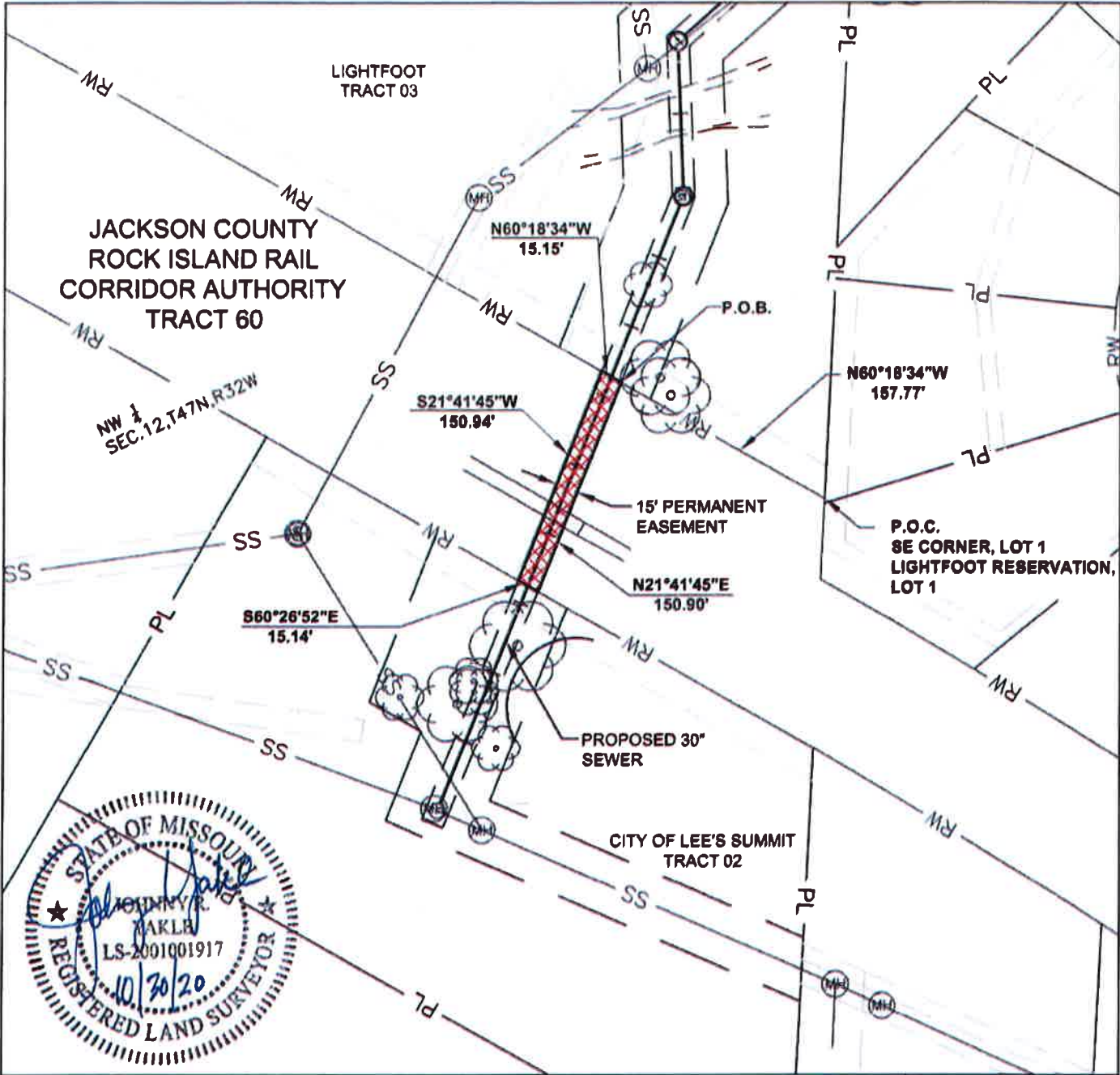
Containing 2,264 square feet, more or less.

Subject to all easements and restrictions of record.

I hereby certify this description was prepared by me or under my direct supervision.

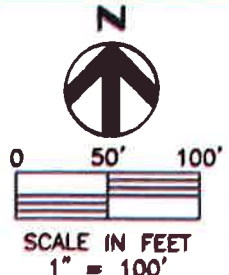
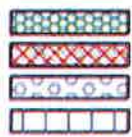
Johnny Yakle, MO LS No. 2001001917
HDR Engineering
10450 Holmes Road
Kansas City, Mo. 64131
(816)360-2700





LEGEND

TEMPORARY CONSTRUCTION ESMT: 0.00 SF
 PERMANENT SANITARY SEWER ESMT: 2,264 SF
 EXISTING SANITARY ESMT
 EXISTING UTILITY ESMT



HDR
HDR ENGINEERING, INC.
 10450 HOLMES ROAD, SUITE 600
 KANSAS CITY, MISSOURI 64131
 PH: 816-360-2700

EASEMENT EXHIBIT B
 TRACT 60 - JACO ROCK ISLAND CORRIDOR
 NO SITE ADDRESS
CITY OF LEE'S SUMMIT, MISSOURI
 MCCLENDON DITCH SEWER IMPROVEMENTS
 LEE'S SUMMIT, JACKSON COUNTY, MISSOURI 64063

1 of 1
 JGA JRY
 10-26-20