

UTILITY EASEMENT

THIS EASEMENT is made this _____ day of _____, 2026, 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 Missouri Network Alliance LLC, dba Bluebird Fiber with a mailing address of 9201 Ward Parkway Suite 300, Kansas City, MO 64114, **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 Fiber Optic conduit and cables and related 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 Description

GRANTEE, its successors and assigns, shall have the right of ownership, use and control of all fiber optic conduit and cable, including underground pipe, and all cables thereto on the above described property and for all proper purposes connected with the installation, use, maintenance, and replacement of the utility facilities.

GRANTEE, its successors and assigns, shall not interfere in any way with **GRANTOR'S** ongoing use and enjoyment of Easement Area as a public recreational area and/or walking and bicycling facility. **GRANTEE** shall notify **GRANTOR** before work is done on or within Easement Area, either below, over, or upon ground level, which may impact **GRANTOR'S** use. For any work that **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 **GRANTEE'S** activities. Should **GRANTEE'S** activities in Easement Area cause any disturbance of surface of Easement Area, **GRANTEE** shall restore all said surfaces as reasonably as practicable to its-prior condition, including trail surfaces and landscaping.

GRANTEE agrees to relocate any fiber optic conduit and cables and related 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 of the easement granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to such fiber optic conduit and cables and related appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure on said easement and not place fill in excess of five (5) feet on conduit or fiber.

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 Network Alliance LLC, dba Bluebird Fiber with a mailing address of 9201 Ward Parkway Suite 300, Kansas City, MO 64114. a Missouri 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 _____, 2026.

JACKSON COUNTY

APPROVED AS TO FORM: JACKSON COUNTY, MISSOURI

By: _____
Bryan O. Covinsky, County Counselor

Phil A LeVota, 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 _____, 2026, before me, a Notary Public, personally appeared Phil A LeVota., 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: