
WHEN RECORDED RETURN TO:

***Ms. Rachelle M. Biondo
Rouse Frets White Goss Gentile Rhodes, P.C.
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111-3538***

Title of Document: Easement for Water Main and Appurtenances

Date of Document: _____, 2023

Grantor Name: Evergy Missouri West, Inc.

Grantee Name: City of Kansas City, Missouri

Statutory Address: 414 E. 12th Street
Kansas City, Missouri 64106

Legal Description: See Exhibits A

Reference Book and Page: N/A

**EASEMENT FOR
WATER MAIN AND APPURTENANCES**

THIS EASEMENT AGREEMENT FOR WATER MAIN AND APPURTENANCES (the "**Agreement**") is made by and between **Evergy Missouri West, Inc.**, a Delaware corporation with a mailing address of c/o Derek A. Ward, Real Estate Dept., Evergy F&M-2, P.O. Box 418679, Kansas City, Missouri 64141-9679 (the "**GRANTOR**") and the **City of Kansas City, Missouri**, a Missouri municipal corporation (the "**GRANTEE**").

The **GRANTOR**, for and in consideration of **One Dollar (\$1.00)**, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, remise, release and forever Quit-Claim unto **GRANTEE**, whose mailing address is:

**Water Services Department
Systems Engineering
4800 E. 63rd Street
Kansas City, MO 64130
c/o Right-of-way Agent**

a non-exclusive **Permanent Easement** for the location, construction, reconstruction, maintenance, and repair of a water main and any and all appurtenances thereto (collectively, the "**Improvements**") over, under and through the following described tract of land lying, being, and situate in Kansas City, Platte County, Missouri, to-wit:

See Exhibit "A" attached hereto and incorporated by reference (the "**Easement Area**").

GRANTOR reserves the right to grant non-exclusive easements or other rights to third parties to occupy, construct or otherwise develop, operate and maintain the Property and the Easement Area. The **GRANTEE**, its agents, employees or contractors (each, a "**Grantee Party**" and collectively, the "**Grantee Parties**") shall have the non-exclusive right to go upon the Easement Area, for the purpose of constructing, maintaining, and repairing the Improvements (the "**Easement**"). **GRANTEE** shall give **GRANTOR** at least forty-eight (48) hours' advance written notice of each proposed entry upon the Easement Area or **GRANTOR's** property, being legally described on **Exhibit "B"** attached hereto and incorporated by reference ("**Adjacent Property**"), for any work to be performed therein, except in the case of an emergency, in which case **GRANTEE** shall provide **GRANTOR** reasonable notice under the circumstances. To the extent reasonable, **GRANTEE** shall limit its access to existing roads and drives within the Easement Area, shall exercise the rights granted herein consistent with any reasonable rules or restrictions prescribed by **GRANTOR**, and shall repair or reasonably compensate **GRANTOR** for any damage to Grantor's Property caused by **GRANTEE's** use within or outside of the Easement Area. This paragraph shall not be interpreted to create a blanket easement over Grantor's Property in favor of **GRANTEE** or any other party, and shall be limited in all events to the Easement Area described in Exhibit "A."

The Easement granted herein shall be subject to all matters of record as of the date hereof.

The grant of this Agreement shall not be construed to prohibit the **GRANTOR** from developing the **Adjacent Property** for **GRANTOR's** purposes, or from constructing pavement, roadways, fences, curbing, gutters, drainage structures and/or other improvements in, under, along, upon, over or across the Easement Area or any portion thereof, or as otherwise set forth herein. **GRANTEE** shall, if requested by **GRANTOR** to do so, enter into such crossing agreement(s) upon such terms and subject to such conditions as **GRANTOR** may reasonably require in connection with the placement or operation of any Improvements in the Easement Area.

The **GRANTOR and GRANTEE** herein each also agree for itself and for its respective successors, or assigns, that no material change in final grade or elevation of the earth cover over the Easement Area as established by the **GRANTOR** will be made without the written approval of the **GRANTOR** and of the **GRANTEE'S** Director of Water Services on behalf of **GRANTEE**. All Improvements shall be located in the Easement Area in a manner that will result in an earth cover of not less than 4.0 feet nor more than 8.0 feet as measured from the top of the Improvements without altering the elevation or final grade of **GRANTOR's** Easement Area.

GRANTEE shall coordinate **GRANTEE's** exercise of the rights granted under this agreement with the rights of third parties which may occupy some portion of the Easement Area with similar rights to establish, construct, operate and maintain other improvements on a non-exclusive basis. The grant of such non-exclusive rights by **GRANTOR** to others, who are not parties to this Agreement shall not be deemed a default of this Easement.

GRANTEE further agrees that it will repair, restore and/or pay for any damage which may be caused to crops, fences, structures, buildings, equipment, roadways, sidewalks, curbing, gullets, improvements, or other property, whether real or personal, caused by **GRANTEE** or any Grantee Party as a result of **GRANTEE's** use of the Easement Area. **GRANTEE** shall restore the Easement Area after exercising its rights hereunder, provided however that **GRANTEE's** duty of restoration shall be limited to restoring the Easement Area and adjacent property to substantially the same elevation and condition in which it existed prior to the exercise of such rights, including, without limitation, grading and replacing roadway, sidewalk, driveway, grass, sod, or any other ground cover or other improvements. The foregoing restoration shall be completed withing a reasonable period of time, taking into consideration current climate conditions.

GRANTEE acknowledges that **GRANTOR** operates a high voltage substation and/or switching facilities and related equipment on the Property as a secure business and that maintaining a secure environment is necessary to **GRANTOR's** business. To the extent that **GRANTEE's** activities upon the Easement Area require **GRANTEE** to access any areas secured by **GRANTOR's** security fencing, gates, or screening, **GRANTEE** covenants and agrees that it, and/or any Grantee Party will comply with all **GRANTOR's** safety and security procedures as may be in place at the time of proposed access or as may reasonably be required by **GRANTOR** under the circumstances, and that **GRANTOR** may require any personnel to execute written acknowledgments of **GRANTOR's** safety and security procedures. When accessing the Easement Area, **GRANTEE** shall shut and lock any gate (except when in the process of actively passing through the gate for access to or egress from the Easement Area) so as to secure the **GRANTOR's** Property from access by unauthorized persons.

GRANTEE shall defend, indemnify, protect, and save harmless **GRANTOR** from and against any and all claims, actions, suits, liens, injuries, damages, liabilities, costs, expenses, and remedial action requirements and/or enforcement actions of any kind, including, without limitation, reasonable attorneys' fees and disbursements, that arise from or are connected with **GRANTEE'S** activities hereunder during the term of this Easement, except to the extent such liability, claim, suit, cost, injury, death or damage arises from or is attributable to any act or omission of **GRANTOR**, or anyone for whom or which the **GRANTOR** is legally liable.

Each of the **GRANTOR** and **GRANTEE** shall, at all times during the term of this Agreement provide and maintain at its own expense the types of insurance, in the manner and with limits of liability not less than those specified in **Exhibit "C"** attached and incorporated by reference.

GRANTOR further states that it is lawfully seized of title to the land through which the Easement is granted, and that it has good and lawful right to convey the Easement to the **GRANTEE** herein.

GRANTEE shall bear and promptly pay, without the imposition of any lien or charge on or against the Easement Area, all costs and expenses incurred by **GRANTEE** in connection with the **GRANTEE'S** activities within the Easement Area. **GRANTEE** hereby acknowledges and agrees that if any lien is filed against the Easement Area as a result of the Easement or **GRANTEE'S** activities in the Easement Area and **GRANTEE** has not had the lien removed of record within thirty (30) days after the date of the initial filing of the lien, then **GRANTEE** shall be in default of this Agreement, and **GRANTOR** shall have the right to exercise all of its remedies pursuant to this Agreement, at law or in equity or both.

A breach of any provision of this Agreement is a default under this Agreement. In the event of a default by **GRANTOR** or **GRANTEE**, the non-defaulting party may seek any and all remedies permitted by law or in equity. Specifically, this Agreement may be enforced by restraining orders and injunctions (temporary, preliminary, mandatory, or permanent) prohibiting interference with use of the Easement and mandating compliance with the provisions hereof. Restraining orders and injunctions will be available on proof of the existence or interference or threatened interference, without the necessity of proof of the inadequacy of other legal remedies or irreparable harm. Each party hereby acknowledges the inadequacy of legal remedies and the irreparable harm that would be used by any existing interference or threatened interference. Restraining orders and injunctions will be available only to the parties of this Agreement and their respective successors and assigns; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity. The rights and remedies in this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

Remainder of this page left intentionally blank. Signatures follow.

IN TESTIMONY WHEREOF, the said GRANTOR and GRANTEE have hereunto set their hand and seal effective this ___ day of _____, 2023.

GRANTOR:

EVERGY MISSOURI WEST, INC.,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)
)SS
COUNTY OF _____)

On this _____ day of _____, 2023, before me appeared _____, to me personally known, and who, being by me duly sworn, did say that he/she is _____ of Everygy Missouri West, Inc., a Delaware corporation, and that the instrument was signed in behalf of said corporation and _____ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in _____, the day and year last above written.

Notary Public in and for said County and State

My term expires _____

SEAL

GRANTEE:

CITY OF KANSAS CITY, MISSOURI

a Missouri municipality

By: _____

Name: _____

Title: _____

STATE OF _____)

)SS

COUNTY OF _____)

On this _____ day of _____, 2023, before me appeared _____, to me personally known, and who, being by me duly sworn, did say that he/she is _____ of the City of Kansas City, Missouri, a Missouri municipality, and that the instrument was signed in behalf of said municipality and _____ acknowledged said instrument to be the free act and deed of said municipality.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in _____, the day and year last above written.

Notary Public in and for said County and State

My term expires _____

SEAL

EXHIBIT "A"
Easement Area

WATER LINE EASEMENT:

All that part of the Northeast Quarter of Section Sixteen (16), Township Fifty-Two (52) North, Range Thirty-Three (33) West of the Fifth Principal Meridian in Kansas City, Missouri, lying in Platte County, Missouri, more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter, being a found 1/2" iron bar with plastic cap stamped MO1303;

Thence S 00° 29' 29" W, along the East line of said Northeast Quarter, a distance of 70.03 feet to a 5/8" rebar with aluminum cap set on the South right of way line of NW 128th Street;

Thence N 89° 49' 21" W, along said South right of way line, a distance of 201.86 feet to the **Point of Beginning**;

Thence S 00° 01' 25" W, leaving said South right of way line, a distance of 25.00 feet;

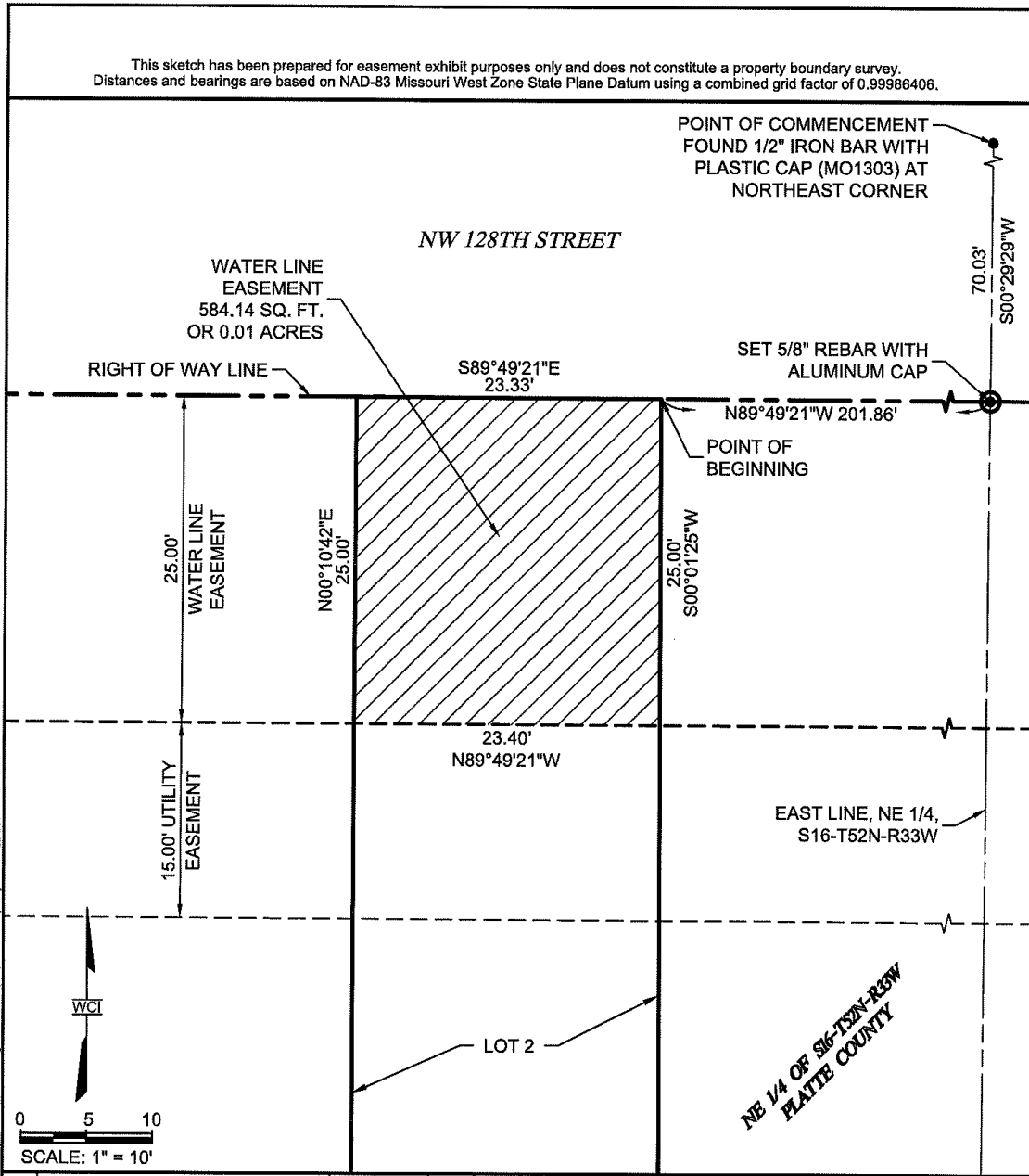
Thence N 89° 49' 21" W a distance of 23.40 feet;

Thence N 00° 10' 42" E a distance of 25.00 feet to a point on said South right of way line;

Thence S 89° 49' 21" E, along said South right of way line, a distance of 23.33 feet to the **Point of Beginning**;

Said tract contains 584.14 sq. ft. or 0.01 acres, more or less.

This sketch has been prepared for easement exhibit purposes only and does not constitute a property boundary survey. Distances and bearings are based on NAD-83 Missouri West Zone State Plane Datum using a combined grid factor of 0.99986406.



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						SHEET NO: 1 OF 1		WILSON & COMPANY 800 East 101st Terrace, Suite 200 Kansas City, MO 64131 Phone: 816-701-3100 Fax: 816-942-3013			
						SCALE: 1" = 10'					
						PROJECT NO: 21-300-248-00		WATER LINE EASEMENT FOR LOT 2 GOLDEN PLAINS TECHNOLOGY PARK ZONE 3			
						DRAWN BY: NWK				DATE: 9/12/2022	
						CHECKED BY: WEK				DATE: 9/12/2022	
						APPROVED BY:					
NO.	REVISION-DESCRIPTION	BY	DATE	CHKD	APP'D						

EXHIBIT "B"
Grantor's Property

Lot 2, Final Plat – Project Velvet, as recorded in the Office of the Recorder of Deeds of Platte County, Missouri as Document No. _____ in Book _____, Page _____ and in the Office of the Recorder of Deeds of Clay County, Missouri as Document No. _____ in Book _____, Page _____.

EXHIBIT "C"

Insurance

Each of the **GRANTOR** and **GRANTEE** shall, at all times during the term of this Easement provide and maintain at its own expense the following types of insurance, with limits of liability not less than those specified below:

1. General Liability: Commercial General Liability insurance, including coverage for bodily injury and property damage, products and completed operation, personal and advertising liability with limits not less than \$2,000,000 per occurrence and \$5,000,000 in the aggregate.

The **GRANTOR'S** coverage shall include as Additional Insured the **GRANTEE**, its subsidiaries, affiliates or assigns.

The **GRANTEE'S** coverage shall include as Additional Insured the **GRANTOR**, its subsidiaries, affiliates or assigns.

2. Workers Compensation and Employers' Liability: The parties agree to comply with the statutory requirements of the state of Missouri with respect to work performed in or on the Easement Area. The policy shall include Employers' Liability for not less than \$1,000,000 per accident.
3. Auto Liability: Business Automobile Liability insurance covering all vehicles while used in connection with Substation Activities. The policy limits shall be not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.
4. Professional Liability: Contractors engaged by either party performing licensed professional services with respect to the Easement Area shall maintain Errors & Omissions Liability covering financial loss arising from an act, error, or omission committed in the course of performance of any licensed duties, responsibilities or work on or in the Easement Area with limits not less than \$1,000,000 per claim.

All policies shall be issued by insurance companies licensed to do business in Missouri and will have a minimum rating of AV or better by A.M. BEST and shall provide a minimum of thirty (30) days' notice of cancellation. **GRANTOR, GRANTEE** and their insurers agree to waive rights of subrogation against each other, its and their subsidiaries, affiliates or assigns. Each of the parties shall deliver to the other party a Certificate of Insurance as evidence that policies providing such coverage and limits of insurance are in full force and effect. Total limits of liability may be met by any combination of primary and excess liability. In addition, each of the parties may elect to bring the required coverages within blanket policies of insurance, and may in its discretion elect to self-insure. Renewal certificates of insurance, to the extent applicable, shall be provided annually, or as otherwise reasonably requested by a party.