
WHEN RECORDED RETURN TO:

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

Title of Document: Sanitary Sewer Easement

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

SANITARY SEWER EASEMENT

THIS SANITARY SEWER EASEMENT (the "Agreement") is entered into by and between Everygy Missouri West, Inc., a Delaware corporation with a mailing address of c/o Derek A. Ward, Real Estate Dept., Everygy F&M-2, P.O. Box 418679, Kansas City, Missouri 64141-9679 ("Grantor") and the City of Kansas City, Missouri, a Missouri municipality ("Grantee") with a mailing address of 414 East 12th Street, Kansas City, Missouri 64106.

KNOW ALL MEN BY THESE PRESENTS:

GRANTOR, for and in consideration of one dollar (\$1.00) and other valuable considerations the receipt and sufficiency of which is hereby acknowledged, does hereby grant, remise, release and forever quitclaim unto GRANTEE a non-exclusive easement (the "Easement") for the location, construction, reconstruction, maintenance, operation and repair of sewer improvements and any and all appurtenances incidental thereto in, 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").

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

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. GRANTEE, its agents, employees or contractors (each, a "Grantee Party" and collectively, the "Grantee Parties") shall give GRANTOR at least forty-eight (48) hours' advance written notice of each proposed entry upon the Easement Area or GRANTOR's adjacent 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 the Adjacent 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 the Adjacent property in favor of GRANTEE or any other party, and shall be limited in all events to the 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 to others by GRANTOR shall not be deemed a default of this Agreement.

GRANTEE further agrees that it will repair, restore and/or pay for any damage which may be caused to crops, fences, structures, buildings, equipment, improvements, or other property, whether real or personal, caused by GRANTEE or any Grantee Party; provided however that GRANTEE's duty of repair, restoration or payment shall be limited to returning the Easement Area and any adjacent improvements to substantially the same elevation and condition in which it existed prior to the exercise of such rights, including, without limitation, grading and replacing sidewalk,

driveway, grass, sod, or any other ground cover, and reimbursement of GRANTOR's costs to reconstruct and/or restore damage to any improvements. The foregoing restoration, repair and/or reimbursement shall be completed within 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 or the activities of any or any Grantee Party 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 of 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.

The grant of this Easement shall not be construed to prohibit the GRANTOR from developing the Adjacent Property or from the laying out, establishing and constructing pavement, roadways, curbing and gutters, drainage structures or other improvements along, upon, over or across said Easement Area or any portion thereof. The parties agree said Easement Area shall be kept free from buildings, and any other similar structures (except sidewalks, roadways, pavement, grass, shrubs, gates, fences, curbs, or as otherwise set forth herein) which will interfere with entering upon the Property and Easement Area for the purposes granted or reserved by the parties in this Easement. GRANTEE shall not upon completion of laying, constructing, reconstructing, operating, repairing and maintaining such sewerage improvements and appurtenances in the Easement Area, have altered the final grades established for such Easement Area by GRANTOR.

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 Agreement, 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.

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 any indefeasible title in fee to the lands through which the Easement is granted, and it has good and lawful title and right to grant the Easement to the GRANTEE aforesaid.

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 corporation

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 Evergy 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

SEWER 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 S 00° 29' 29" W, continuing along the East line of said Northeast Quarter, a distance of 819.08 feet;

Thence N 90° 00' 00" W, leaving said East line, a distance of 55.94 feet to the **Point of Beginning**;

Thence N 90° 00' 00" W a distance of 90.00 feet;

Thence N 00° 00' 00" E a distance of 7.97 feet;

Thence N 90° 00' 00" E a distance of 18.00 feet;

Thence N 00° 00' 00" E a distance of 22.03 feet;

Thence N 90° 00' 00" E a distance of 24.00 feet;

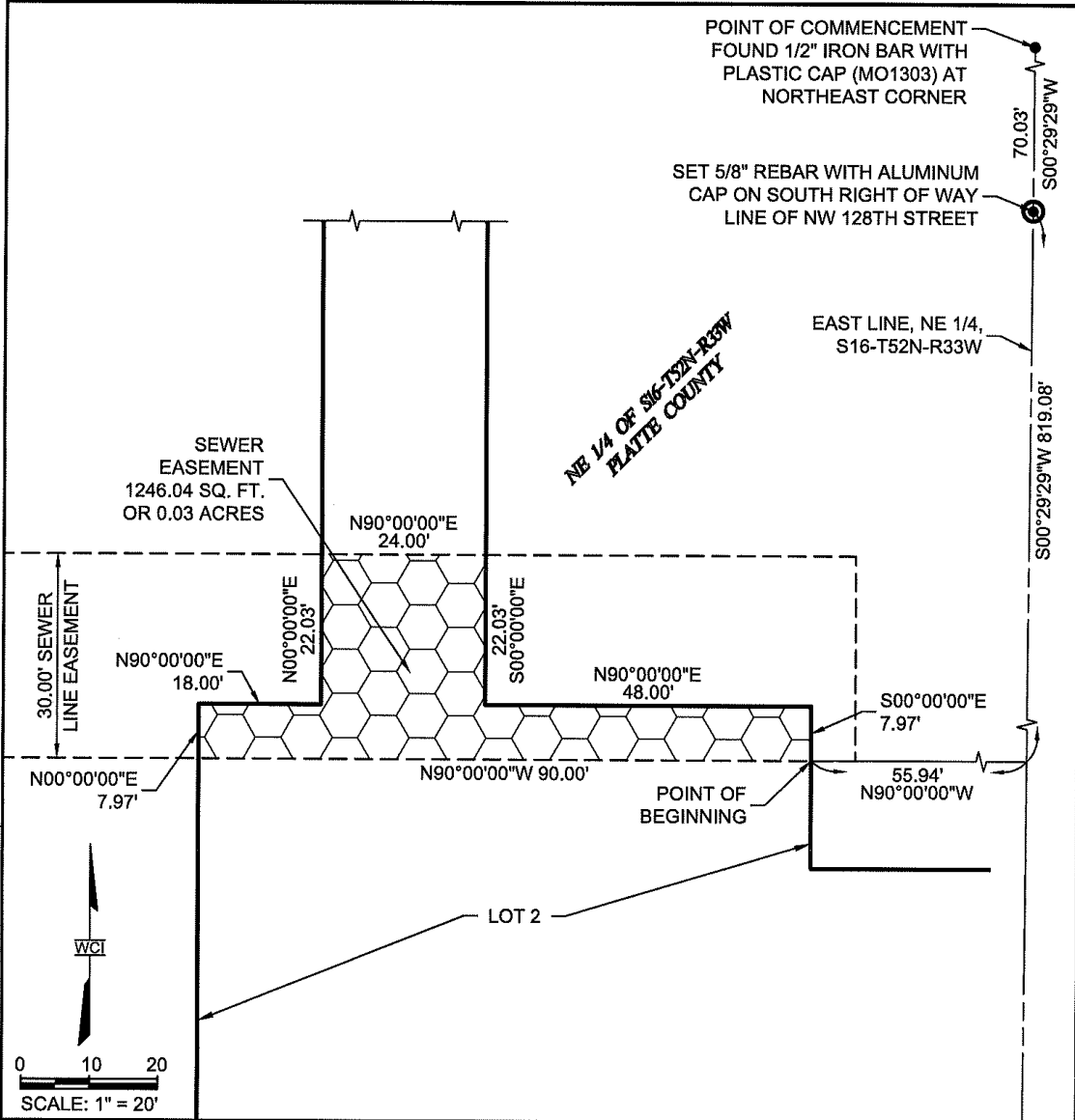
Thence S 00° 00' 00" E a distance of 22.03 feet;

Thence N 90° 00' 00" E a distance of 48.00 feet;

Thence S 00° 00' 00" E a distance of 7.97 feet to the **Point of Beginning**;

Said tract contains 1,246.04 sq. ft. or 0.03 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.



M:\GIS\2021-300-248-00 - Discipline\Survey\Drawings\21248-SUBT-C.dwg, Plotted on: Sep 12, 2022, 12:20pm By: NIKKALLMAN

					SHEET NO: 1 OF 1	WILSON & COMPANY 800 East 101st Terrace, Suite 200 Kansas City, MO 64131 Phone: 816-701-3100 Fax: 816-842-3013
					SCALE: 1" = 20'	
					PROJECT NO: 21-300-248-00	SEWER LINE EASEMENT FOR LOT 2 GOLDEN PLAINS TECHNOLOGY PARK ZONE 3
					DRAWN BY: NWK DATE: 9/12/2022	
					CHECKED BY: WEK 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

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.