
S	_____	/	_____	QQ/Q
T	_____		_____	County
R	_____		_____	State

EASEMENT ADDENDUM

THIS EASEMENT ADDENDUM, made and entered into this _____ day of _____, 2012, by and between **City of Kansas City, Missouri** of Jackson County, Missouri, “GRANTOR” and **Kansas City Power & Light Company Greater Missouri Operations Company**, a Delaware corporation whose mailing address is PO Box 418679, Kansas City, MO. 64141-9679, and their affiliates, lessees, licensees, designees, successors and assigns, of **Jackson County, Missouri “GRANTEE”**.

**After recording mail to: Kansas City Power & Light Company
Right of Way Dept. F&M-2
PO Box 418679
Kansas City, MO 64141-9679**

WHEREAS, Grantee previously obtained certain easements rights over Grantor’s land as evidenced by the instrument recorded at **Book 494, Page 668, Book 504, Page 684 and Book 1148, page 0095**, in the Recorder of Deeds office located in Platte County, Missouri; and

WHEREAS, the rights previously obtained may not permit Grantee or its lessees to utilize the corridor for non-utility communication and data service purposes, including the deployment, use and maintenance of fiber optic cable and associated conduit; and

WHEREAS, utilizing Grantee’s existing easement corridor for the non-utility purposes described above (a) is expedient, (b) potentially provides the local region with a competitive advantage, and (c) may facilitate economic growth in the local region;

NOW THEREFORE, Grantor enters into this Easement Addendum, as provided for herein.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby GRANTS, BARGAINS, SELLS AND CONVEYS to Grantee, its lessees, agents, licensees, successors and assigns, the permanent right, privilege and perpetual easement to enter upon the lands of Grantor, to survey, construct, erect, operate, patrol, inspect, maintain, modify, alter, add wires, cables, conduits, pipes and related facilities, repair, rebuild and remove, on, under and over the easement described below and in and upon all streets, roadways or highways abutting said lands, now or at any future time, for communication and data service purposes, including the right to let and sublet, lease and sublease, allocate, hypothecate, sell, transfer, assign or apportion such rights, collectively or individually, in whole or in part, and all appurtenances and appliances necessary in connection therewith, together with the right of ingress and egress to and from said communication facilities of Grantee over the lands of Grantor so that Grantee may go to and from said lines from the public roads adjacent to Grantors lands, which said perpetual easement being over, along, across and under the following described lands situated in the County of Platte, in the State of Missouri, the portion of said land covered by this easement is more particularly described as follows:

5 feet on each side of the centerline of the final installation of facilities as installed within the aforementioned recorded instrument.

In exercising its rights of ingress or egress Grantee and its lessees and agents shall, whenever practicable, use existing roads or lands and shall repair any damage caused by its use thereof.

It being the intention of the parties hereto that Grantor is hereby granting the uses herein specified without divesting Grantor and heirs or assigns of the right to cultivate, use and enjoy the above-described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, operation or maintenance of said facilities, and provided further that no building shall be constructed on the easement without Grantee's written permission.

Title to any said wires, cables, conduits, pipes and related facilities shall be and remain with the owner and shall not be transferred in any way to Grantor.

TO HAVE AND TO HOLD said easement and rights aforesaid with all and singular, the rights, privileges, appurtenances, and immunities thereto belonging or in anyway appertaining unto Grantee its lessees, agents, licensees, successors or assigns forever. This easement conveyance shall run with the land and shall be binding upon Grantor and Grantor's heirs, administrators, executors, successors and assigns. Grantor hereby covenants that Grantor is the owner(s) of the above-described land, subject to existing liens and right-of-way easements of record.

