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**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***

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Title of Document: Utility Easement Agreement

Date of Document: \_\_\_\_\_, 2023

Grantor Name: Evergy Missouri West, Inc.

Grantee Name: City of Kansas City, Missouri

Statutory Address: 414 E. 12<sup>th</sup> Street  
Kansas City, Missouri 64106

Legal Description: See Exhibits A

Reference Book and Page: N/A

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## UTILITY EASEMENT

THIS UTILITY EASEMENT AGREEMENT (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 12<sup>th</sup> Street, Kansas City, Missouri 64106.

KNOW ALL MEN BY THESE PRESENTS:

GRANTOR, for and in consideration of one dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, does hereby grant unto GRANTEE a non-exclusive general utility easement (the "Easement") for use by GRANTEE, and with GRANTEE's permission, utility companies franchised to operate within the City limits of Kansas City, Missouri, their agents, employees or contractors (each, a "Grantee Party" and collectively, "Grantee Parties"), to locate, construct, reconstruct, operate, repair and maintain facilities including, but not limited to in ground, gas, telephone, cable TV, underground conduits, pipes, ducts and wires, any and all of them crossing Grantor's Property under and along 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")

together with the right of GRANTEE and the Grantee Parties to go upon the Easement Area for the purpose of this Easement, including the right to cut, top and trim brush and trees, if any, on or adjacent to said easement, as may be necessary or desirable to maintain any facilities therein.

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

GRANTEE shall give GRANTOR at least forty-eight (48) hours' advance written notice of each proposed entry upon the Easement Area, or upon GRANTOR's adjacent property being legally described on Exhibit "B" attached hereto and incorporated by reference ("Grantor's 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, shall exercise the rights granted herein consistent with any reasonable rules or restrictions prescribed by GRANTOR, and shall exercise said rights in the Easement Area. This paragraph shall not be interpreted to create a blanket easement over Grantor's Property outside of the Easement Area in favor of GRANTEE or any other party.

By the granting of this Easement, it shall not be construed to prohibit the GRANTOR from developing the Grantor Property for GRANTOR's purposes, or from constructing or placing, maintaining, reconstructing and utilizing pavement, sidewalks, driveways, roadways, fences, curbing, gutters, drainage structures, and other improvements in, under, along, upon, over, across or through said Easement Area or any portion thereof; provided, however, said

Easement Area shall be kept free from buildings and any other structure or obstruction (except ground grid, secure gates, fencing, sidewalks, roadways, pavement, grass, shrubs, fences, curbs, substation appurtenances, or as otherwise set forth herein), which prevent the GRANTEE from entering upon Grantor's Property and the Easement Area for the purpose set forth herein.

GRANTEE shall repair, restore or pay for any damage to the Easement Area and any adjacent property caused by the GRANTEE or any Grantee Party, provided however that GRANTEE's duty of repair, restoration or payment shall be limited to returning or restoring the Easement Area 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 obligations shall be performed in a manner that shall not have altered the final grades established by GRANTOR for such Easement Area, and shall be completed within a reasonable period of time.

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 the Property or 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.

GRANTEE shall, at all times during the term of this Easement 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 of 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.*



**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

UTILITY 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 25.00 feet;

Thence N 89° 49' 21" W, leaving said East line, a distance of 201.66 feet to the **Point of Beginning**;

Thence S 00° 01' 25" W a distance of 15.00 feet;

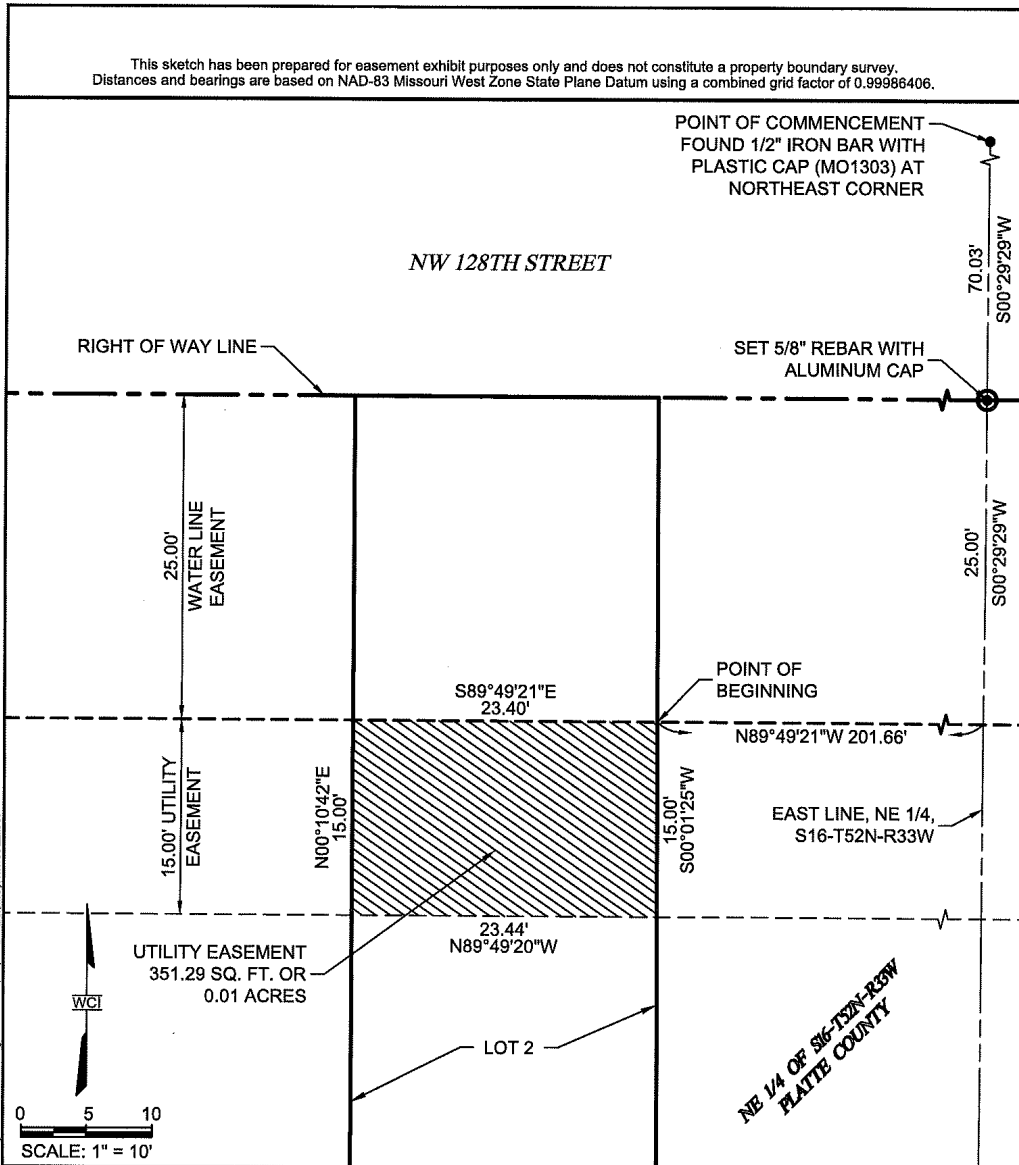
Thence N 89° 49' 20" W a distance of 23.44 feet;

Thence N 00° 10' 42" E a distance of 15.00 feet;

Thence S 89° 49' 21" E a distance of 23.40 feet to the **Point of Beginning**;

Said tract contains 351.29 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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NO.	REVISION-DESCRIPTION	BY	DATE	CHKD	APPD

SHEET NO:	1 OF 1
SCALE:	1" = 10'
PROJECT NO:	21-300-248-00
DRAWN BY:	NWK
DATE:	9/12/2022
CHECKED BY:	WEK
DATE:	9/12/2022
APPROVED BY:	

**WILSON & COMPANY**  
 800 East 101st Terrace, Suite 200  
 Kansas City, MO 64131  
 Phone: 816-701-3100  
 Fax: 816-942-3013

**UTILITY EASEMENT FOR LOT 2  
 GOLDEN PLAINS TECHNOLOGY PARK  
 ZONE 3**



**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.