
S 02 /NW QQ/Q
T 12 Johnson County
R 25 Kansas State

EASEMENT CONVEYANCE

THIS **EASEMENT** made and entered into this _____ day of _____, 2023, by and between **City of Westwood**, a political subdivision of the State of Kansas, "**GRANTOR**" and **Evergy Metro, Inc., a Missouri corporation**, whose mailing address is PO Box 418679, Kansas City, MO. 64141-9679, and its and their affiliates, lessees, licensees, designees, successors and assigns, of Jackson County, Missouri "**GRANTEE**".

After recording mail to: **Evergy**
Evone Simon
Field Design & Planning Dept. JOCO
PO Box 418679
Kansas City, MO 64141-9679

Legal Description: See Exhibit A

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby GRANTS, BARGAINS, SELLS AND CONVEYS to Grantee, its lessees, successors and assigns, the right, privilege and perpetual non-exclusive easement to enter upon the "Grantor Real Property" as described below, to patrol, alter, conduct surveys, construct, erect, inspect, install, maintain, operate, rebuild, reconstruct, relocate, remove, renew, repair and replace electric and communication transmission and distribution lines and their appurtenances under varying conditions of operation, including the poles, towers, anchors, guys, crossarms, insulators, conductors, conduit, ducts, cables, and other fixtures and equipment appurtenant thereto for the transmission and/or distribution of electric energy and communications in, along, under, across, and over the Grantor Real Property, and in and upon all streets, roadways or highways abutting said lands, as described ("Easement Tract") in Exhibit "A" attached hereto and incorporated by reference herein (individually and in any combination referred to as the "Rights"), together with the right of ingress to and egress to and from the Easement Tract on the Grantor Real Property and contiguous land owned by Grantor for the purpose of Grantee exercising the Rights ("Access Rights"). Grantee shall exercise the Rights and Access Rights in a reasonable and appropriate manner as

determined in its good faith and when practicable, use existing roads and lanes. The "Grantor Real Property" is that certain real property owned by Grantor and described in Book 111 at Page 9 in the Johnson County Recorder of Deeds office.

In the exercise of the Rights and Access Rights, Grantee shall have the further right to erect and use gates in all fences that cross or obstruct the Access Rights or that shall hereafter cross or obstruct the Access Rights on the Grantor Real Property or contiguous land owned by Grantor, and also have the right to trim, remove, eradicate, cut and clear away any trees, limbs, brush and vines ("Woody Vegetation") on or adjoining the Easement Tract or on routes exercised as Access Rights now or at any future time whenever in its judgment such Woody Vegetation will interfere with or endanger the exercise of the Rights or the Access Rights. All such Woody Vegetation shall be burned or removed by Grantee unless otherwise mutually agreed to by Grantor and Grantee. In the event Grantee causes damage to Grantor or the Grantor Real Property from the exercise of the Rights or Access Rights, Grantee shall either cause the physical, material damage to be repaired or pay Grantor the reasonable cost of such work.

Grantor, its heirs, successors, assigns and lessees, may cultivate, use and enjoy the Easement Tract, provided such use shall not, in the judgment of Grantee, interfere with or endanger the Rights, and provided further that no improvements, buildings or structures shall be located, constructed or otherwise placed on the Easement Tract.

In the event that Grantee shall remove its facilities or cease to use its facilities installed pursuant to this Easement Conveyance for a period of twenty-four (24) consecutive months, then all rights granted to Grantee hereunder shall cease and terminate; provided that in the case of a cease of use of its facilities, Grantee will be given written notice and a reasonable opportunity to remove its facilities

LANDSCAPE CLAUSE

Grantor agrees to plant, install and maintain any and all landscaping required by city ordinance to screen utility structures located on the property.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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, licensee, 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.

SIGNATURES ON FOLLOWING PAGE

