

MAINTENANCE EASEMENT

THIS AGREEMENT, made this 17th day of April, 2023, by and between Remington Villas Owners Association Inc., with its principle office located at 600 S Central Drive, Blue Springs, MO 64014, hereinafter "Grantor", and the City of Independence, Missouri, a Missouri constitutional charter city, with its principle office located at 111 East Maple Avenue, Independence, Missouri 64050, hereinafter "Grantee."

WITNESSETH, that the Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey, and confirm to Grantee, its successors and assigns, a maintenance easement for use in performing work necessary to improve, repair, and maintain stormwater drainage facilities in, over, along, across, and under the lands hereinafter described, situated in Jackson County, Missouri to wit:

See attached Exhibit "A"

Grantee, its employees and duly authorized agents, its contractors and their employees shall have the right to enter upon the described land at any and all times to maintain the stormwater drainage facilities; and to use the land for all reasonable purposes associated with said work from the date of execution of this easement.

GRANTOR, its licensees, tenants, lienholders, other easement holders, heirs, legal representatives, successors and assigns, as the case may be, may cultivate and fully use and enjoy the land within the maintenance easement area, provided that such use shall not interfere with or jeopardize the activities Grantor granted or authorized by the terms of this grant.

GRANTOR further states that it is lawfully seized of title to the land through which said easement is granted and that it has good and lawful right to convey said easements to the Grantee herein.

THIS GRANT and easement shall, at all times be deemed to be, and shall be, a continuing covenant running with the land and shall be binding upon Grantor, and Grantor's heirs, successors, assigns and legal representatives, as the case may be.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand this 17th day of April, 2023.

GRANTOR:

Remington Villas Owners Association Inc.

By: _____
Its: _____

GRANTEE:

City of Independence, Missouri

By: _____
Its: _____

STATE OF MISSOURI)
) ss:
COUNTY OF JACKSON)

ON THIS ____ day of _____, 20__, before me, personally appeared _____, to me know, who being by me duly sworn, did say that he/she is the _____ of the Remington Villas Owners Association, Inc., a Missouri corporation, and that said instrument was signed on behalf of said Remington Villas Owners Association, Inc., and _____ acknowledged said instrument to be the free act and deed of said Remington Villas Owners Association, Inc.

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

(SEAL)

Printed Name: _____
Notary Public in and for said State
Commissioned in _____ County

My Commission Expires:

STATE OF MISSOURI)
) ss:
COUNTY OF JACKSON)

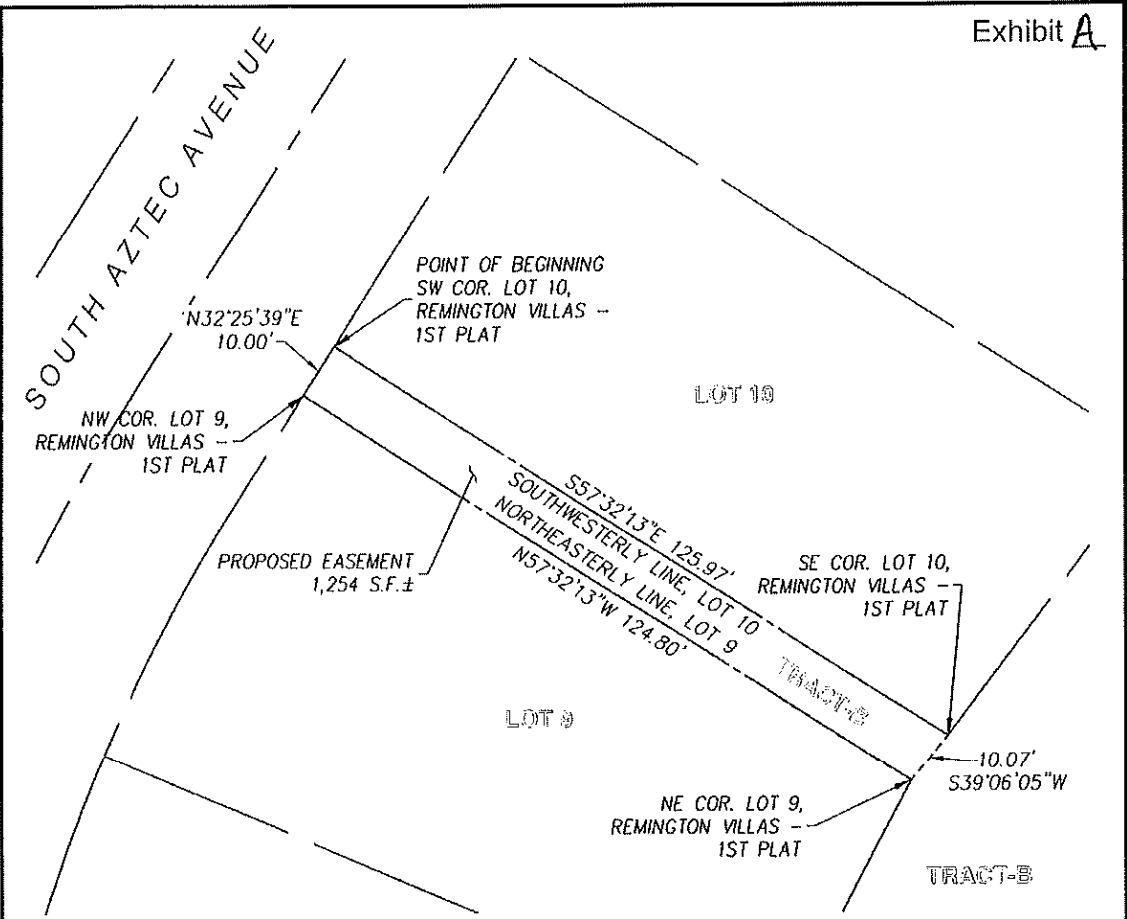
ON THIS ____ day of _____, 20__, before me, personally appeared _____, to me know, who being by me duly sworn, did say that he/she is the _____ of the City of Independence, a Missouri municipality, and that said instrument was signed on behalf of said City of Independence, Missouri, and _____ acknowledged said instrument to be the free act and deed of said City of Independence, Missouri.

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

(SEAL)

Printed Name: _____
Notary Public in and for said State
Commissioned in _____ County

My Commission Expires:

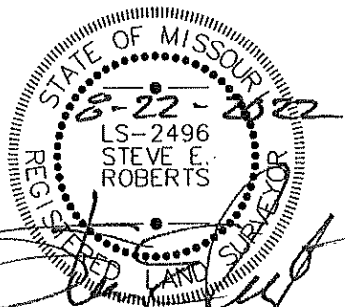


Description

All that part of Tract-B, REMINGTON VILLAS - 1ST PLAT, a subdivision in the City of Independence, Jackson County, Missouri, being more particularly described as follows:

Beginning at the Southwest corner of Lot 10, said REMINGTON VILLAS - 1ST PLAT; thence South 57°32' 13" East, along the Southwesterly line of said Lot 10, 125.97 feet to the Southeast corner thereof; thence South 39°06'05" West, 10.07 feet to the Northeast corner of Lot 9, said REMINGTON VILLAS - 1ST PLAT; thence North 57°32'13" West, along the northeasterly line of said Lot 9, 124.80 feet to the Northwest corner thereof; thence North 32°27'47" East, 10.00 feet to the Point of Beginning, containing 1,254 square feet, more or less.

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MAINTENANCE EASEMENT	
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