

EASEMENT

Jackson County, Missouri

_____, 2023

For and in consideration of the sum of ONE AND NO/100 Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged.

CITY of INDEPENDENCE, MISSOURI (Grantor)

111 East Maple
Independence, Missouri 64051

owners of a tract of land described as follows Part of Lots 44, 45 and 46 of Washington Park recorded in Instrument Number 1920I0139658 also being Plat Book 7 at Page 25 and further described in Instrument Number 1999I0066806 and Instrument Number 1999I0089706 of the Jackson County, Missouri Records,

does hereby grant unto

SPIRE MISSOURI INC. (Grantee)

700 Market Street
St. Louis, MO 63101

its successors, assigns, lessees and tenants forever, the right and easement to construct, operate and maintain a gas distribution system consisting of mains, piping, valves, service connections, and appurtenances along with the right to construct, maintain, alter, inspect, repair, replace, protect, relocate, change the size of, operate and remove a cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, in, under and across the following part of the aforesaid land, namely:

A ten-foot (10') strip of land in the above parcel as shown on "Easement Exhibit A, Page 1 of 2" and further described on "Easement Exhibit A, Page 2 of 2" and "Easement Exhibit B, Page 1 of 2" and further described on "Easement Exhibit B, Page 2 of 2", all being titled 'Rectifier Easement Exhibit' (collectively, the "Easement Area") together with the rights to use additional space adjacent to the above-described easement as may be required during construction and the right of ingress to and egress from the above-described land and contiguous land owned by **Grantor**. In exercising its rights of access **Grantee** shall whenever practical, use existing roads or lanes.

Grantee, its successors and assigns, will have the right to use and control a line or lines of natural gas pipe for the circulation and distribution of natural gas for public or private use through the above-described property for all proper purposes connected with the installation, use, maintenance, and replacement of the line(s) of natural gas pipe, and with the attachment thereto of the service lines of its customers. Furthermore, **Grantee**, its successors and assigns, will have the right to use and control a cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein through the above described property for all proper purposes connected with the installation, use, maintenance, and replacement of the cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein. **Grantee** has the right and privilege of removing at any time, any or all the cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances to produce cathodic protection currents therein without surrendering its easement rights stated herein. **Grantee** shall not have the right to install any above ground facilities or structures in the Easement Area pursuant to this Easement.

Grantee has the right and privilege of removing at any time, any or all the line of natural gas improvements without surrendering its easement rights stated herein. If the natural gas pipe to which the service line connection(s) of the undersigned is abandoned, the service line (s) and the connection(s) may be relocated to another natural gas pipe as directed by **Grantee**.

Grantors shall have the right to use and enjoy the above-described lands, except as to the rights herein conveyed. **Grantor** agrees not to obstruct or interfere with the normal use or maintenance of such pipeline or lines and any connections to the same along with cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances to produce cathodic protection currents therein. The undersigned also agrees not to erect or cause to be erected any building or structure on said easement and not place fill in excess of five (5) feet on pipeline(s) or cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, or remove overburden (cover) such that pipeline or cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, does not have at least three (3) feet of remaining cover. **Grantee** shall also have the right to clear and keep clear brush, trees, shrubbery, roots and other obstructions which, in **Grantee's** judgment, may interfere with the safe, proper and expeditious laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of said pipe line(s), lines and facilities, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein or any part thereof, within or upon the above described land.

Grantor further reserves the right to make other improvements it desires on, over, in or near the Easement Area and should **Grantor's** improvements plan so require, **Grantee** will remove its gas distribution system components, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, from the referenced Easement Area; provided however, that **Grantor** agrees to provide to **Grantee** written notice no less than 120 days before commencing work in connection with any such improvements. In connection with any such improvement, **Grantor** agrees to provide detailed information regarding such improvements to **Grantee** and to cooperate with **Grantee** to identify an alternate Easement Area owned or controlled by **Grantor** and agreeable to both parties with respect to which **Grantee** would be accorded rights substantially similar to those contemplated herein. In any such instance, the cost of removing and relocating the gas distribution system components, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances to produce cathodic protection currents therein, shall be paid by the **Grantor** if the removal and relocation is made necessary by the actions of **Grantor**.

Grantor warrants and will defend the title to said easement during its existence with the **Grantee** for its use and benefit against all parties whatsoever.

Grantee accepts this easement with the understanding and on the condition, that whenever it shall make any excavations in the above-described property the **Grantee** will properly backfill all excavations and shall restore the ground as nearly as practicable to its former condition.

IN WITNESS WHEREOF, said CITY of INDEPENDENCE, MISSOURI has caused these presents to be signed by its _____ the day and year first above written.

Name

Print Name

Title

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On the _____ day of _____, 2022, before me

(insert Notary's name) _____, a notary public in and for said state, appeared

_____, who being by me duly sworn, did say that he/she is

_____ of CITY of INDEPENDENCE, MISSOURI and that said instrument was

signed on behalf of said municipality by authority of its _____ and the said

_____ acknowledged said instrument to be the free act and deed of

said CITY OF INDEPENDENCE, MISSOURI.

My Commission expires: _____

Notary Public

Printed Name

"EXHIBIT A"

RECTIFIER EASEMENT EXHIBIT PART OF SECTION 32, TOWNSHIP 50 NORTH, RANGE 32 WEST CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI

E. WILSON ROAD

SW 1/4
32-T50N-R32W

14-830-07-89-
00-0-00-000
OWNER: JUAN J LOZOYA &
LILIANA HERNANDEZ

LOT 47

RIGHT OF WAY LINE
SHORT STREET

RIGHT OF WAY LINE

14-830-08-18-
00-0-00-000
OWNER: CITY OF
INDEPENDENCE MISSOURI
LOT 46

WASHINGTON PARK
PLAT BOOK 7, PAGE 25

LOT 45

14-830-08-17-
00-0-00-000
OWNER: CITY OF
INDEPENDENCE MISSOURI

LOT 44

LOT 43

RIGHT OF WAY LINE

RIGHT OF WAY LINE

10' WIDE RECTIFIER
EASEMENT 750 SQ. FT.
0.017 ACRES MORE OR LESS

EXISTING 10' GAS LINE
EASEMENT PER
INSTRUMENT # 2022E0063800

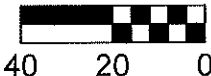
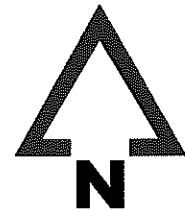


3/08/23

STEVEN R. WHITAKER MO. PLS 2005019220

GENERAL NOTES

1. OWNERSHIP INFORMATION IS SHOWN PER JACKSON COUNTY, MO
2. BEARING REFERENCED TO GRID NORTH OF THE MISSOURI COORDINATE SYSTEM 1983, WEST ZONE PER GPS OBSERVATIONS UTILIZING THE MODOT VRS RTK NETWORK.
3. LOTS 44 - 46 ARE 50.00' WIDE PER WASHINGTON PARK PLAT, BOOK 7, PAGE 25.



McCLURE making lives better.
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SCALE: 1" = 40'

DATE: 3/08/23

MEC #:	0000180266-100	REV	DATE	BY
DRAWN BY:	HED			
APPROVED BY:	SRW			

RECTIFIER EASEMENT
14-830-08-18-00-0-00-000
SECTION 32, TOWNSHIP 50 N, RANGE 32 W
JACKSON COUNTY, MISSOURI

SHEET: 1 OF 2

"EXHIBIT A"

RECTIFIER EASEMENT EXHIBIT
PART OF SECTION 32, TOWNSHIP 50 NORTH, RANGE 32 WEST
CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI



PERMANENT EASEMENT DESCRIPTION:

A tract of land being herewith described as the Southerly 10.00 feet of the Northerly 20.00 feet of the West Half of Lot 45 AND the Southerly 10.00 feet of the Northerly 20.00 feet of Lot 46, all being in WASHINGTON PARK, a subdivision in the City of Independence, Jackson County, Missouri recorded in the Office of the Recorder of Deeds for said County and State in Plat Book 7 at Page 25, the Northerly line of said tract of land being along and continuous with the Southerly line of the existing gas line easement recorded in said Office of the Recorder of Deeds as Instrument No. 2022E0063800, all being situated in the North Half of the Southwest Quarter of Section 32, Township 50 North, Range 32 West in said City, County and State. This description having been prepared by Steven R. Whitaker, Missouri P.L.S. No. 2005019220. MEC Corporate Certificate / License No. 2012009395. Containing 750 square feet or 0.017 acres, more or less.



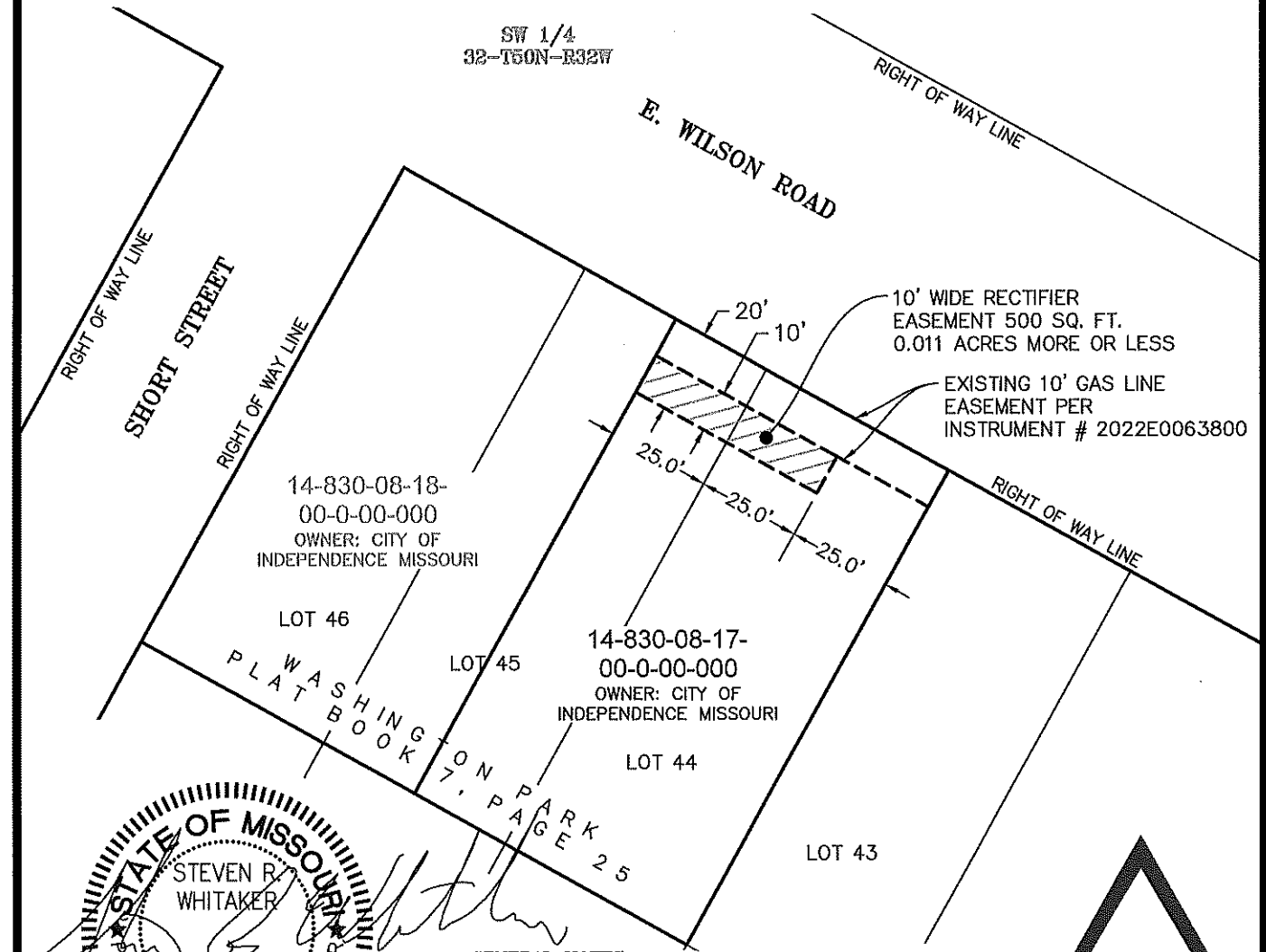
3/08/23

STEVEN R. WHITAKER MO. PLS 2005019220

 1700 SWIFT, SUITE 100 NORTH KANSAS CITY, MISSOURI 64116 816.756.0444 FAX: 816.756-1763 COPYRIGHT © 2018 McClure Engineering Company. CORPORATE CERTIFICATE / LICENSE NO. 2012009395						SCALE: N/A
						DATE: 3/08/23
MEC #: 0000180266-100	REV	DATE	BY	RECTIFIER EASEMENT 14-830-08-18-00-0-00-000 SECTION 32, TOWNSHIP 50 N, RANGE 32 W JACKSON COUNTY, MISSOURI		SHEET: 2 OF 2
DRAWN BY: HED						
APPROVED BY: SRW						

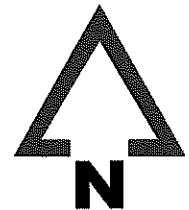
"EXHIBIT B"

RECTIFIER EASEMENT EXHIBIT PART OF SECTION 32, TOWNSHIP 50 NORTH, RANGE 32 WEST CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI



GENERAL NOTES

1. OWNERSHIP INFORMATION IS SHOWN PER JACKSON COUNTY, MO
2. BEARING REFERENCED TO GRID NORTH OF THE MISSOURI COORDINATE SYSTEM 1983, WEST ZONE PER GPS OBSERVATIONS UTILIZING THE MODOT VRS RTK NETWORK.
3. LOTS 44 - 46 ARE 50.00' WIDE PER WASHINGTON PARK PLAT, BOOK 7, PAGE 25.



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SCALE: 1" = 40'

DATE: 3/08/23

SHEET: 1 OF 2

MEC #:	0000180266-100	REV	DATE	BY
DRAWN BY:	HED			
APPROVED BY:	SRW			

RECTIFIER EASEMENT
14-830-08-17-00-0-00-000
SECTION 32, TOWNSHIP 50 N, RANGE 32 W
JACKSON COUNTY, MISSOURI

"EXHIBIT B"

RECTIFIER EASEMENT EXHIBIT
PART OF SECTION 32, TOWNSHIP 50 NORTH, RANGE 32 WEST
CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI

PERMANENT RECTIFIER EASEMENT DESCRIPTION:



A tract of land being herewith described as the Southerly 10.00 feet of the Northerly 20.00 feet of the East Half of Lot 45 AND the Southerly 10.00 feet of the Northerly 20.00 feet of the West Half of Lot 44, all being in WASHINGTON PARK, a subdivision in the City of Independence, Jackson County, Missouri recorded in the Office of the Recorder of Deeds for said County and State in Plat Book 7 at Page 25, the Northerly line of said tract of land being along and continuous with the Southerly line of the existing gas line easement recorded in said Office of the Recorder of Deeds as Instrument No. 2022E0063800, all being situated in the North Half of the Southwest Quarter of Section 32, Township 50 North, Range 32 West in said City, County and State. This description having been prepared by Steven R. Whitaker, Missouri P.L.S. No. 2005019220. MEC Corporate Certificate / License No. 2012009395.

Containing 500 square feet or 0.011 acres, more or less.



3/08/23

STEVEN R. WHITAKER MO. PLS 2005019220

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						DATE: 3/08/23
MEC #: 0000180266-100	REV	DATE	BY	RECTIFIER EASEMENT 14-830-08-17-00-0-00-000 SECTION 32, TOWNSHIP 50 N, RANGE 32 W JACKSON COUNTY, MISSOURI		SHEET: 2 OF 2
DRAWN BY: HED						
APPROVED BY: SRW						