



Board of Aldermen Request for Action

MEETING DATE: 7/18/2023

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1245, authorizing the Mayor to sign Encroachment Agreements with Evergy.

REQUESTED BOARD ACTION:

A motion to approve Resolution 1245, authorizing the Mayor to sign Encroachment Agreements with Evergy for the construction of the west interceptor.

SUMMARY:

The West interceptor is a sanitary sewer force main that will extend from the 144th Street Pump Station to Cliff Drive. This force main will serve development in the southern area of Smithville. A majority of the main will lie within the Evergy easements for their transmission and distribution lines. There are two Evergy entities: Evergy Metro Inc. and Evergy Missouri West Inc. that the city will encroach into their easements. Both agreements have the same wording but for the Grantor (Evergy Metro, Inc and Evergy Missouri West, Inc).

The Encroachment Agreements allow the City to use the areas identified in the plans for construction and maintenance of the force main. There is no cost associated with the usage of this portion of the Evergy easements, from Evergy. The City has compensated the property owners for the additional easements on their properties.

The project status: final plans are being reviewed for QA/QC (Quality Assurance and Quality Control), then will be submitted to Missouri DNR (Department of Natural Resources) for a permit to construct. The City continues to have discussions with 4 properties that we have begun the notification process for condemnation. All 4 properties have been provided with an appraisal and an offer based on that appraisal.

We have not come to any agreements with these properties and will file suit the first part of August to acquire the easements needed. This project will most likely bid later this fall.

PREVIOUS ACTION:

The Board has authorized this project several times through adoption of the City's CIP, Wastewater Master Plan and authorizing the design

POLICY ISSUE:

Infrastructure maintenance

FINANCIAL CONSIDERATIONS:

Approval of the Resolution has no financial obligation. The project is expected to cost approximately \$2.5 million.

ATTACHMENTS:

- Ordinance
- Resolution
- Staff Report
- Other: Staff Memo and Proposal
- Contract – Encroachment Agreements
- Plans
- Minutes

RESOLUTION 1245

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN ENCROACHMENT AGREEMENTS WITH EVERGY

WHEREAS, the City of Smithville operates a wastewater treatment plant and maintains the City's sanitary sewer collection system; and

WHEREAS, the city intends to install a new regional pump station and force main (West Interceptor) from approximately 144th Street north to Cliff Drive; and

WHEREAS, the City desires to place the West Interceptor within easements held by Evergy Metro Inc. and Every Missouri West, Inc; and

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI, AS FOLLOWS:

THAT the Board authorizes the Mayor to sign the Encroachment Agreements with Evergy Metro, Inc. and Evergy Missouri West Inc. for the construction of the West Interceptor within the Evergy easements.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 18th day of July, 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

S / QQ/Q
T 53 | Clay County
R 33 | Missouri

ENCROACHMENT AGREEMENT

This **Easement Encroachment Agreement** (“Agreement”) is made and entered into effective as of the ____ day of _____, 2023, by and between **The City of Smithville, Missouri, a Municipal Corporation**, “**GRANTEE**” and, Evergy Missouri West, Inc., a Delaware corporation, whose mailing address is PO BOX 418679, Kansas City, MO 64141-9679, “**GRANTOR**” or “Evergy”.

After recording mail to: **Evergy**
Real Estate Department
PO BOX 418679, Kansas City, MO 64141-9679

WITNESSETH:

WHEREAS, Grantor holds several Easement Conveyances over lands situated in Clay County, MISSOURI, all of which are referenced by Books and Pages in the attached **Exhibits A & B**, are more particularly described said Books and Pages and were recorded in the office of the Clay County, MISSOURI Recorder of Deeds; (the “Easement Areas”);

WHEREAS, Grantee has requested Grantor’s permission to encroach on and within **ONLY** that portion of the Easement Area (the “Encroachments”) depicted in **Exhibit A and described in Exhibit B**. The Encroachments are limited to the improvement(s) depicted in **Exhibit C** (the “Improvement Drawings”) and are subject to the **Limitations upon Grantee's Exercise of Rights in the Easement Area in Exhibit D** (all Exhibits are attached hereto and incorporated herein) ; and

WHEREAS, Grantor has consented to Grantee’s request, subject to the terms and conditions described in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows.

1. Grantor does hereby grant, without warranty, and only to the extent that it has right to do so, unto Grantee the right, subject to the reserved rights of Evergy under the Easement Conveyance, to

construct the Encroachments within the Easement Area in accordance with the Improvement Drawings defined in **Exhibit C**. Except as provided in this Agreement, Grantee, its successors and assigns, from this day forward, may not, without the express written consent of Grantor: (i) use or develop the Easement Area in any way which would constitute a further encroachment; or (ii) construct, install or locate any additional structure on a permanent or temporary basis on or within the Easement Area beyond the scope of the Encroachments as set forth in the Improvement Drawings.

2. Grantor makes no representations as to the condition, character or location of structures, equipment or facilities in the Easement Area or Property or the condition or character of the land in the Easement Area or Property.
3. Grantee shall obtain from the appropriate property owner such rights as may be required from the property owner for Grantee to install and operate the Encroachments. Grantor agrees to the Encroachment but does not represent that Grantee has the right to install and operate the Encroachments without the consent and approval of other persons having interests/rights in the Easement Area.
4. Grantee shall not construct install or locate any additional or replacement structure or object on a permanent or temporary basis within the Easement Area, without prior written consent from Grantor.
5. Grantor retains the right to enter and use the Easement Area for any purpose permitted under the Easement Conveyance, and Grantor does not in any way subordinate, release, quit claim, or otherwise convey, limit, waive, or terminate the rights provided by the Easement Conveyance except as such rights are specifically limited herein.
6. Grantee shall conform to the Limitations set forth in **Exhibit C**, attached hereto and incorporated herein by this reference.
7. Grantee shall not in any way impede or otherwise inhibit access by Grantor to its electric transmission and distribution lines or other facilities now or at any time located in the Easement Area.
8. Grantee shall pay all taxes, assessments and fees arising from its encroachment and/or use of the Easement Area.
9. Grantee, for itself and its heirs, successors and assigns, expressly releases and discharges Grantor, its successors, assigns, insurers, stockholders, directors, officers, employees, and agents for any and all loss or damage to the above-mentioned Encroachment, and any claim for damages resulting therefrom, which may result from any activity by Grantor within the Easement Area, or from Grantor's use or non-use in any way of the Easement Conveyance.
10. Grantee assumes full responsibility for the risk of damage to the Easement Area which may be caused by Grantee's activities. Grantee agrees to defend, indemnify and save harmless Grantor, its subsidiary companies, and their successors, assigns, directors, officers, employees, servants and agents from any and all claims, demands, charges, suits or actions for property damage or loss, or loss of use thereof, and personal injury and death, whether at law or in equity, brought by any person, entity, or agency, and all expenses of litigation including, but not limited to reasonable

attorney's fees and litigation expenses, arising out of or in any manner connected with the Encroachments.

11. In the event Grantor needs to modify its line(s) or related facilities in the future, and such modification would cause Grantee's facilities to interfere with Grantor's line(s) and/or facilities as modified, then Grantee shall modify its facilities at its sole expense so that they do not interfere with Grantor's facilities as modified. Should it be necessary, as deemed in the reasonable discretion of Grantor, for Grantor to perform such work itself, Grantee shall promptly reimburse Grantor for all expenses, including attorneys' fees, incurred by Grantor in such work. Grantee shall have no (and otherwise waives each) claim, damage and other loss against Grantor arising from or related to such work.
12. This Agreement may not be modified or released except in writing, duly executed by the parties hereto. This Agreement shall be filed in the real estate records. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not contained herein. This Agreement shall be construed, interpreted, and governed in all respects by the laws of the state in which the Easement Area is located.
13. This Agreement is binding upon and shall inure to the benefit of the parties' respective successors and permitted assigns, and Grantee shall take all necessary action to ensure that its agents, independent contractors, and others acting on its behalf are bound by and otherwise conform with each of the terms of this Agreement.
14. This Agreement may be enforced by appropriate action and the prevailing party in any such action shall recover as part of its costs, reasonable attorneys' fees and court costs.
15. If any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and the remaining provisions shall not in any way be impaired or affected.
16. The recitals set forth above are and for all purposes shall be interpreted as being an integral part of the Agreement and are incorporated in this Agreement

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Encroachment Agreement.

Grantor:

Evergy Metro, Inc., a Missouri corporation

By: _____

Paul Vandevender
Sr. Manager TS Engineering

ACKNOWLEDGMENT OF GRANTOR

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this _____ day of _____, 2023, before me, a Notary Public, appeared **Paul Vandevender**, to me personally known, who, being by me duly sworn, did say that he is the **Sr. Manager TS Engineering** for **Evergy Missouri West, Inc., a Delaware corporation**, and that the within instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Jackson County, KANSAS, the day and year last above written.

Notary Public

Grantee:

City of Smithville, Missouri
A Municipal Corporation

By: _____
Damien Boley
Mayor

ACKNOWLEDGMENT OF GRANTEE

STATE OF MISSOURI)
) ss.
COUNTY OF Clay)

On this ____ day of _____, 2023 before me, a Notary Public, appeared Dave Scott, to me personally known, who, being by me duly sworn, did say that he is the **Mayor** of the City of Smithville, Missouri, a Municipal Corporation and that the within instrument was signed on behalf of said City of Smithville, and he acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Clay County, Missouri, the day and year last above written.

Notary Public

Exhibit B
PAGE 1 of 7

EVERGY
Proposed FM Existing
Easement Encumbrance Description

DESCRIPTION 1

A strip of land 10 feet in width being part of the Southwest Quarter of Section 35, Township 53 North, Range 33 West, in the City of Smithville, Clay County, Missouri, said strip lying 5 feet on both sides of, parallel with and adjacent to the following described centerline:

(Note: The bearings in the following description are based on Grid North, Missouri State Plane Coordinate System, NAD83)

Commencing at the southwest corner of the Southwest Quarter of said Section 35;

Thence S89°47'31"E, along the south line thereof, 1080.89 feet;

Thence departing said south line, N00°12'29"E, 22.04 feet to the north right of way line of 144th Street, being also 5 feet southwesterly of the northeasterly line of an existing 160' electric easement as described and recorded in Book 938 at Page 418 of the Clay County, Missouri Records and the Point of Beginning;

Thence departing said right of way line, N25°16'42"W, parallel to and 5 feet southwesterly of said easement line, 5.54 feet to a point hereinafter referred to as Point A;

Thence continue N25°16'42"W, parallel to and 5 feet southwesterly of said easement line, 2023.14 feet;

Thence N59°01'42"W, 71.20 feet to the east right of way line of U.S. Hwy 169 and the Point of Termination of said centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at the north right of way line of 144th Street and the east right of way line of the U.S. Hwy 169.

AND, Beginning at aforesaid Point "A";

Thence N89°47'31"W, 171.71 feet to the southwesterly line of said electric easement as described and recorded in Book 938 at Page 418 and the Point of Termination of said centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at the southwesterly line of said electric easement as described and recorded in Book 938 at Page 418.

Exhibit B
PAGE 2 of 7

Containing in all 22,661 square feet, more or less.

Subject to all easements, conditions, restrictions and reservations of record.

DESCRIPTION 2

A strip of land 10 feet in width being part of Lot 1, HINTERLAND LOT SPLIT, a subdivision in the City of Smithville, Clay County, Missouri, said strip lying 5 feet on both sides of, parallel with and adjacent to the following described centerline:

(Note: The bearings in the following description are based on Grid North, Missouri State Plane Coordinate System, NAD83)

Commencing at the southeast corner of said Lot 1;

Thence N01°53'11"W, along the east line of said Lot 1 and the west right of way line of US Highway 169, 16.70 feet;

Thence N21°32'05"W, along the east line of said Lot 1 and the west right of way line of US Highway 169, 12.15 feet to the Point of Beginning;

Thence departing said east line and the west right of way line of US Highway 169, N59°01'42"W, 59.24 feet to the southwesterly line of an existing 22' electric easement as described and recorded in Book 3280 at Page 314 of the Clay County, Missouri Records and the Point of Termination of said centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at the west right of way line of US Hwy 169 and the southwesterly line of said electric easement as described and recorded in Book 3280 at Page 314.

Containing in all 592 square feet, more or less.

Subject to all easements, conditions, restrictions and reservations of record.

DESCRIPTION 3

A strip of land 10 feet in width being part of Lot 1, HINTERLAND LOT SPLIT, a subdivision in the City of Smithville, Clay County, Missouri, said strip lying 5 feet on both sides of, parallel with and adjacent to the following described centerline:

(Note: The bearings in the following description are based on Grid North, Missouri State Plane Coordinate System, NAD83)

Exhibit B
PAGE 3 of 7

Commencing at the southeast corner of said Lot 1;

Thence N01°53'11"W, along the east line of said Lot 1 and the west right of way line of US Highway 169, 16.70 feet;

Thence N21°32'05"W, along the east line of said Lot 1 and the west right of way line of US Highway 169, 12.15 feet;

Thence departing said east line and the west right of way line of US Highway 169, N59°01'42"W, 152.78 feet;

Thence N25°57'21"W, 38.74 feet;

Thence N19°02'39"E, 41.29 feet;

Thence N25°57'21"W, 175.97 feet;

Thence N19°02'39"E, 7.07 feet to the southwesterly line of an existing 20' electric easement as described and recorded in Book 3280 at Page 314 of the Clay County, Missouri Records and the Point of Beginning;

Thence continue N19°02'39"E, 65.47 feet;

Thence N02°38'59"E, 200.00 feet to the north line of said Lot 1 and the Point of Termination of said centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at the north line of said Lot 1 and the southwesterly line of said electric easement as described and recorded in Book 3280 at Page 314.

Containing in all 2,655 square feet, more or less.

Subject to all easements, conditions, restrictions and reservations of record.

DESCRIPTION 4

A strip of land 10 feet in width being part of the Northeast Quarter of Section 34, Township 53 North, Range 33 West, a part of Lot 8 and Lot 9, FIRST PARK, a subdivision in the City of Smithville, and part of Lot 10, FIRST PARK SECOND PLAT, a subdivision in the City of Smithville, being all in Clay County, Missouri, said strip lying 5 feet on both sides of, parallel with and adjacent to the following described centerline:

(Note: The bearings in the following description are based on Grid North, Missouri State Plane Coordinate System, NAD83)

Exhibit B
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Thence N89°38'14"W, along the south line thereof, 55.43 feet to the south line of tract of land as described and recorded in Book 1035 at Page 296 of the Clay County, Missouri Records, being also the north right of way line of Commercial Avenue;

Thence continue N89°38'14"W, along said south line and said north right of way line, 181.28 feet to the Point of Beginning;

Thence departing said south line and said north right of way line, N02°38'59"E, 63.31 feet;

Thence N25°16'42"W, 484.24 feet;

Thence S64°43'18"W, 266.51 feet to a point 5 feet northeasterly of the southwesterly line of an existing 20' electric easement as described and recorded in Book 4821 at Page 17 of the Clay County, Missouri Records;

Thence N24°52'52"W, parallel with and 5' northeasterly of the southwesterly line of said easement, 510.64 feet to the north line of said Lot 10, FIRST PARK SECOND PLAT, being also the south right of way line of Park Drive and Point of Termination of said centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at the south right of way line of Park Drive, the north line of said Lot 8, FIRST PARK and the north right of way line of Commercial Avenue.

Containing in all 13,243 square feet, more or less.

Subject to all easements, conditions, restrictions and reservations of record.

DESCRIPTION 5

A strip of land 10 feet in width being part of the Northeast Quarter of Section 34, Township 53 North, Range 33 West, a part of Lot 12 and Lot 13, FIRST PARK SECOND PLAT, a subdivision in the City of Smithville, and part of Lot 4, FIRST PARK, a subdivision in the City of Smithville, being all in Clay County, Missouri, said strip lying 5 feet on both sides of, parallel with and adjacent to the following described centerline:

(Note: The bearings in the following description are based on Grid North, Missouri State Plane Coordinate System, NAD83)

Commencing at the northeast corner of said Lot 12;

Thence S77°40'29"W, along the north line thereof, 145.29 feet;

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Thence departing said north line, S24°52'52"E, 114.38 feet to a point 5 feet northeasterly of the southwesterly line of an existing 20' electric easement as described and recorded in Book 4821 at Page 17 of the Clay County, Missouri Records, said point being also on the south line of said Lot 12 and the north right of way line of Park Drive and the Point of Beginning;

Thence N24°52'52"W, parallel with and 5' northeasterly of the southwesterly line of said easement, 160.90 feet;

Thence departing said parallel line, N64°43'18"E, 261.44 feet to a point 5 feet southwesterly of the northeasterly line of an existing 160' electric easement as described and recorded in Book 939 at Page 18 of the Clay County, Missouri Records;

Thence N25°16'42"W, parallel with and 5' southwesterly of the northeasterly line of said easement, 266.14 feet;

Thence departing said parallel line, N65°10'08"E, 77.11 feet to a point 5 feet southwesterly of the northeasterly line of an existing variable width electric easement as described and recorded in Book 5646 at Page 172 of the Clay County, Missouri Records;

Thence N28°29'56"W, parallel with and 5' southwesterly of the northeasterly line of said easement, 385.63 feet;

Thence N24°49'44"W, parallel with and 5' southwesterly of the northeasterly line of said easement, 754.90 feet to the south right of way line of Missouri State Highway 92 and the Point of Termination of said centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at the south right of way line of Missouri State Highway 92 and the north right of way line of Park Drive.

Containing in all 19,061 square feet, more or less.

Subject to all easements, conditions, restrictions and reservations of record.

DESCRIPTION 6

A strip of land 10 feet in width being part of the Southeast Quarter of Section 27 and the Northeast Quarter of Section 34, all in Township 53 North, Range 33 West, in the City of Smithville, Clay County, Missouri, said strip lying 5 feet on both sides of, parallel with and adjacent to the following described centerline:

(Note: The bearings in the following description are based on Grid North, Missouri State Plane Coordinate System, NAD83)

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Commencing at the southeast corner of the Southeast Quarter of said Section 27;

Thence N89°47'15"W, along the south line thereof, 1348.49 feet;

Thence departing said south line, S24°30'11"E, 91.34 feet to a point 5 feet southwesterly of the northeasterly line of an existing 80' electric easement as described and recorded in Book 5613 at Page 24 of the Clay County, Missouri Records, said point being also the north right of way line of Missouri State Highway 92 and the Point of Beginning;

Thence N24°30'11"W, parallel with and 5' southwesterly of the northeasterly line of said easement, 634.19 feet;

Thence N12°25'58"W, 384.42 feet;

Thence departing said parallel line, S76°49'39"W, 196.80 feet to a point 5 feet northeasterly of the southwesterly line of an existing 160' electric easement as described and recorded in Book 930 at Page 377 of the Clay County, Missouri Records;

Thence N13°10'21"W, parallel with and 5' northeasterly of the southwesterly line of said easement, 583.33 feet;

Thence departing said parallel line, N39°45'59"E, 248.81 feet;

Thence N20°19'07"E, 12.71 feet to the northeasterly line of an existing 80' electric easement as described and recorded in Book 5613 at Page 27 of the Clay County, Missouri Records and the Point of Termination of said centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at the north right of way line of Missouri State Highway 92 and at the northeasterly line of said electric easement as described and recorded in Book 5613 at Page 27.

Containing in all 20,603 square feet, more or less.

Subject to all easements, conditions, restrictions and reservations of record.

*I hereby certify this description(s) was prepared
by me or under my direct supervision.*

*Johnny Yakle, MO LS No.2001001917
HDR Engineering
10450 Holmes Road
Kansas City, Mo. 64131*

Exhibit B
PAGE 7 of 7

Electric Easement Encumbered by Proposed Sewer Line Easement

- 22,661 SF – Description 1
- 592 SF – Description 2
- 2,655 SF – Description 3
- 13,243 SF – Description 4
- 19,061 SF – Description 5
- 20,603 SF – Description 6

79,355 SF Total Encumbrance

Exhibit D
Limitations upon Grantee's Exercise of
Rights in the Easement Area



Evergy Requirements for Construction within Transmission Easements

Below are examples of typical requirements within Evergy transmission line easements. The examples are for new modifications within the easement and may not apply to features already existing within the easement.

These examples are intended to provide guidance for planning modifications within Evergy transmission easements and do not constitute approval from Evergy. Evergy will need to review and approve the modifications to ensure the transmission lines will continue to operate safely under current and future conditions.

General Requirements:

- 1) No permanent structures, buildings, enclosures, or sheds are allowed within the easement.
- 2) No retention or detention basins are allowed within the easement.
- 3) No swimming pools (above ground and inground) or pool decks are allowed within the easement.
- 4) No retaining walls are allowed within the easement.
- 5) Changes to grading within the easement shall be sent to Evergy for approval.
 - a. Under no circumstance shall grade be modified within 25 feet (measured horizontally) of poles and anchors.
- 6) Access must be maintained throughout easement to existing structures and wires for inspection and maintenance.
- 7) All changes within the easement shall comply with the current versions of Evergy Design Standards, including but not limited, to the National Electric Safety Code (NESC) and ANSI C2. These changes shall be reviewed by Evergy transmission engineering to verify compliance to Evergy Design Standards.
- 8) The following above grade objects are not allowed within the easement:
 - a. No mature tree height greater than 10 feet above grade or placed within 10 feet of wire horizontally.
 - b. No lighting, signage, and traffic signal structures greater than 10 feet above grade or placed within 10 feet of wire horizontally.

- c. No fencing greater than 10 feet above grade.
- 9) Lighting, signage, traffic signal, and landscaping plans shall be reviewed by Evergy for approval before construction in order to verify compliance with Evergy Design Standards.
 - 10) All NESC, OSHA, Kansas, and Missouri regulations and Evergy safety requirements shall be followed when working near energized lines; see Evergy clearance safety requirements below.
 - 11) All construction equipment shall maintain the proper clearance from the transmission lines; no equipment with a height taller than 14 feet is allowed within the easement. All lines shall be considered energized unless otherwise specified by Evergy.
 - 12) All spoils from construction are to be maintained off the easement immediately after excavation to assure proper clearances.
 - 13) All metal fence designs shall include bonding per Evergy specification. Specification provided upon request. All fence crossings shall include a 14 foot wide gate (at a minimum) in order not restrict easement access.
 - 14) Storage of explosives, explosive material, and flammable fuels are not permitted on easement. Fueling equipment from bulk containers or trucks are not permitted on easement.
 - 15) Blasting will be permitted on the easement only when approved by Evergy. When blasting, blasting mats or other suitable material will be used in such a fashion to adequately protect the conductor and structures from flying debris. All detonating cord shall be staked down securely at ten (10) feet intervals.



Construction Adjacent to or Under Transmission Lines:

Evergy shall be notified prior to the start of construction work adjacent to or under transmission lines so that an inspector can be assigned to the job to determine the extent of work to be performed to protect conductor, structures and anchors. Construction work on transmission easement must be approved by Evergy Transmission Engineering. The cost incurred to maintain an Evergy inspector on site, when deemed necessary, shall be reimbursable by the party of the Third part. **Evergy Overhead Transmission Line Clearance Safety** handouts will be discussed with all employees prior to any work or construction on transmission easement.

The cost of construction and other measures incurred by Party of the First Part in order to accommodate the construction of improvements by the Second Party or the Party of the Third Part to the land to be dedicated such as, by way of example and without limitation, temporarily relocating anchors, stabilizing structures, or other protecting said facilities, and the cost of repair of any damages to the Party of the Second Part or Party of the Third Part to the land to be dedicated shall be paid to Party of the First Part, provided Party of the First Part obtains the prior written consent of the reimbursing party to any such construction and or repair, except that in the case of emergency construction and or repair, the reimbursing Party shall have the right to request an itemized statement of cost of said emergency construction and or repair after such work is completed by Party of the First Part.



Overhead Transmission Line Clearance Safety Requirements:

The following minimum clearances shall be maintained between Evergy’s energized transmission line conductors and all construction equipment.

Line Voltage Clearance Requirement

69 kV 15.0 FEET (In all directions and at all times)

115 - 161kV 20.0 FEET (In all directions and at all times)

230 - 345kV 25.0 FEET (In all directions and at all times)

Emergency Contacts:

System Control	(816) 645-1238
Craig Rice	(816) 214-3963
Ian Dennis	(816) 718-5663
Keith Beers	(785) 304-4109
Jeremy Seever	(816) 935-9851
Nick Krueger	(785) 643-5591
Craig Arnold	(785) 213-7639

S _____ / ____ QQ/Q
T 53 | Clay County
R 33 | Missouri

ENCROACHMENT AGREEMENT

This **Easement Encroachment Agreement** (“Agreement”) is made and entered into effective as of the ____ day of _____, 2023, by and between **The City of Smithville, Missouri, a Municipal Corporation**, “**GRANTEE**” and, Evergy Metro, Inc., a Missouri corporation, whose mailing address is PO BOX 418679, Kansas City, MO 64141-9679, “**GRANTOR**” or “Evergy”.

After recording mail to: **Evergy**
Real Estate Department
PO BOX 418679, Kansas City, MO 64141-9679

WITNESSETH:

WHEREAS, Grantor holds several Easement Conveyances over lands situated in Clay County, MISSOURI, all of which are referenced by Books and Pages in the attached **Exhibits A & B**, are more particularly described said Books and Pages and were recorded in the office of the Clay County, MISSOURI Recorder of Deeds; (the “Easement Areas”);

WHEREAS, Grantee has requested Grantor’s permission to encroach on and within **ONLY** that portion of the Easement Area (the “Encroachments”) depicted in **Exhibit A and described in Exhibit B**. The Encroachments are limited to the improvement(s) depicted in **Exhibit C** (the “Improvement Drawings”) and are subject to the **Limitations upon Grantee's Exercise of Rights in the Easement Area in Exhibit D** (all Exhibits are attached hereto and incorporated herein) ; and

WHEREAS, Grantor has consented to Grantee’s request, subject to the terms and conditions described in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows.

1. Grantor does hereby grant, without warranty, and only to the extent that it has right to do so, unto Grantee the right, subject to the reserved rights of Evergy under the Easement Conveyance, to

construct the Encroachments within the Easement Area in accordance with the Improvement Drawings defined in **Exhibit C**. Except as provided in this Agreement, Grantee, its successors and assigns, from this day forward, may not, without the express written consent of Grantor: (i) use or develop the Easement Area in any way which would constitute a further encroachment; or (ii) construct, install or locate any additional structure on a permanent or temporary basis on or within the Easement Area beyond the scope of the Encroachments as set forth in the Improvement Drawings.

2. Grantor makes no representations as to the condition, character or location of structures, equipment or facilities in the Easement Area or Property or the condition or character of the land in the Easement Area or Property.
3. Grantee shall obtain from the appropriate property owner such rights as may be required from the property owner for Grantee to install and operate the Encroachments. Grantor agrees to the Encroachment but does not represent that Grantee has the right to install and operate the Encroachments without the consent and approval of other persons having interests/rights in the Easement Area.
4. Grantee shall not construct install or locate any additional or replacement structure or object on a permanent or temporary basis within the Easement Area, without prior written consent from Grantor.
5. Grantor retains the right to enter and use the Easement Area for any purpose permitted under the Easement Conveyance, and Grantor does not in any way subordinate, release, quit claim, or otherwise convey, limit, waive, or terminate the rights provided by the Easement Conveyance except as such rights are specifically limited herein.
6. Grantee shall conform to the Limitations set forth in **Exhibit C**, attached hereto and incorporated herein by this reference.
7. Grantee shall not in any way impede or otherwise inhibit access by Grantor to its electric transmission and distribution lines or other facilities now or at any time located in the Easement Area.
8. Grantee shall pay all taxes, assessments and fees arising from its encroachment and/or use of the Easement Area.
9. Grantee, for itself and its heirs, successors and assigns, expressly releases and discharges Grantor, its successors, assigns, insurers, stockholders, directors, officers, employees, and agents for any and all loss or damage to the above-mentioned Encroachment, and any claim for damages resulting therefrom, which may result from any activity by Grantor within the Easement Area, or from Grantor's use or non-use in any way of the Easement Conveyance.
10. Grantee assumes full responsibility for the risk of damage to the Easement Area which may be caused by Grantee's activities. Grantee agrees to defend, indemnify and save harmless Grantor, its subsidiary companies, and their successors, assigns, directors, officers, employees, servants and agents from any and all claims, demands, charges, suits or actions for property damage or loss, or loss of use thereof, and personal injury and death, whether at law or in equity, brought by any person, entity, or agency, and all expenses of litigation including, but not limited to reasonable

attorney's fees and litigation expenses, arising out of or in any manner connected with the Encroachments.

11. In the event Grantor needs to modify its line(s) or related facilities in the future, and such modification would cause Grantee's facilities to interfere with Grantor's line(s) and/or facilities as modified, then Grantee shall modify its facilities at its sole expense so that they do not interfere with Grantor's facilities as modified. Should it be necessary, as deemed in the reasonable discretion of Grantor, for Grantor to perform such work itself, Grantee shall promptly reimburse Grantor for all expenses, including attorneys' fees, incurred by Grantor in such work. Grantee shall have no (and otherwise waives each) claim, damage and other loss against Grantor arising from or related to such work.
12. This Agreement may not be modified or released except in writing, duly executed by the parties hereto. This Agreement shall be filed in the real estate records. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not contained herein. This Agreement shall be construed, interpreted, and governed in all respects by the laws of the state in which the Easement Area is located.
13. This Agreement is binding upon and shall inure to the benefit of the parties' respective successors and permitted assigns, and Grantee shall take all necessary action to ensure that its agents, independent contractors, and others acting on its behalf are bound by and otherwise conform with each of the terms of this Agreement.
14. This Agreement may be enforced by appropriate action and the prevailing party in any such action shall recover as part of its costs, reasonable attorneys' fees and court costs.
15. If any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and the remaining provisions shall not in any way be impaired or affected.
16. The recitals set forth above are and for all purposes shall be interpreted as being an integral part of the Agreement and are incorporated in this Agreement

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Exhibit B
PAGE 1 of 7

EVERGY
Proposed FM Existing
Easement Encumbrance Description

DESCRIPTION 1

A strip of land 10 feet in width being part of the Southwest Quarter of Section 35, Township 53 North, Range 33 West, in the City of Smithville, Clay County, Missouri, said strip lying 5 feet on both sides of, parallel with and adjacent to the following described centerline:

(Note: The bearings in the following description are based on Grid North, Missouri State Plane Coordinate System, NAD83)

Commencing at the southwest corner of the Southwest Quarter of said Section 35;

Thence S89°47'31"E, along the south line thereof, 1080.89 feet;

Thence departing said south line, N00°12'29"E, 22.04 feet to the north right of way line of 144th Street, being also 5 feet southwesterly of the northeasterly line of an existing 160' electric easement as described and recorded in Book 938 at Page 418 of the Clay County, Missouri Records and the Point of Beginning;

Thence departing said right of way line, N25°16'42"W, parallel to and 5 feet southwesterly of said easement line, 5.54 feet to a point hereinafter referred to as Point A;

Thence continue N25°16'42"W, parallel to and 5 feet southwesterly of said easement line, 2023.14 feet;

Thence N59°01'42"W, 71.20 feet to the east right of way line of U.S. Hwy 169 and the Point of Termination of said centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at the north right of way line of 144th Street and the east right of way line of the U.S. Hwy 169.

AND, Beginning at aforesaid Point "A";

Thence N89°47'31"W, 171.71 feet to the southwesterly line of said electric easement as described and recorded in Book 938 at Page 418 and the Point of Termination of said centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at the southwesterly line of said electric easement as described and recorded in Book 938 at Page 418.

Exhibit B
PAGE 2 of 7

Containing in all 22,661 square feet, more or less.

Subject to all easements, conditions, restrictions and reservations of record.

DESCRIPTION 2

A strip of land 10 feet in width being part of Lot 1, HINTERLAND LOT SPLIT, a subdivision in the City of Smithville, Clay County, Missouri, said strip lying 5 feet on both sides of, parallel with and adjacent to the following described centerline:

(Note: The bearings in the following description are based on Grid North, Missouri State Plane Coordinate System, NAD83)

Commencing at the southeast corner of said Lot 1;

Thence N01°53'11"W, along the east line of said Lot 1 and the west right of way line of US Highway 169, 16.70 feet;

Thence N21°32'05"W, along the east line of said Lot 1 and the west right of way line of US Highway 169, 12.15 feet to the Point of Beginning;

Thence departing said east line and the west right of way line of US Highway 169, N59°01'42"W, 59.24 feet to the southwesterly line of an existing 22' electric easement as described and recorded in Book 3280 at Page 314 of the Clay County, Missouri Records and the Point of Termination of said centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at the west right of way line of US Hwy 169 and the southwesterly line of said electric easement as described and recorded in Book 3280 at Page 314.

Containing in all 592 square feet, more or less.

Subject to all easements, conditions, restrictions and reservations of record.

DESCRIPTION 3

A strip of land 10 feet in width being part of Lot 1, HINTERLAND LOT SPLIT, a subdivision in the City of Smithville, Clay County, Missouri, said strip lying 5 feet on both sides of, parallel with and adjacent to the following described centerline:

(Note: The bearings in the following description are based on Grid North, Missouri State Plane Coordinate System, NAD83)

Exhibit B
PAGE 3 of 7

Commencing at the southeast corner of said Lot 1;

Thence N01°53'11"W, along the east line of said Lot 1 and the west right of way line of US Highway 169, 16.70 feet;

Thence N21°32'05"W, along the east line of said Lot 1 and the west right of way line of US Highway 169, 12.15 feet;

Thence departing said east line and the west right of way line of US Highway 169, N59°01'42"W, 152.78 feet;

Thence N25°57'21"W, 38.74 feet;

Thence N19°02'39"E, 41.29 feet;

Thence N25°57'21"W, 175.97 feet;

Thence N19°02'39"E, 7.07 feet to the southwesterly line of an existing 20' electric easement as described and recorded in Book 3280 at Page 314 of the Clay County, Missouri Records and the Point of Beginning;

Thence continue N19°02'39"E, 65.47 feet;

Thence N02°38'59"E, 200.00 feet to the north line of said Lot 1 and the Point of Termination of said centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at the north line of said Lot 1 and the southwesterly line of said electric easement as described and recorded in Book 3280 at Page 314.

Containing in all 2,655 square feet, more or less.

Subject to all easements, conditions, restrictions and reservations of record.

DESCRIPTION 4

A strip of land 10 feet in width being part of the Northeast Quarter of Section 34, Township 53 North, Range 33 West, a part of Lot 8 and Lot 9, FIRST PARK, a subdivision in the City of Smithville, and part of Lot 10, FIRST PARK SECOND PLAT, a subdivision in the City of Smithville, being all in Clay County, Missouri, said strip lying 5 feet on both sides of, parallel with and adjacent to the following described centerline:

(Note: The bearings in the following description are based on Grid North, Missouri State Plane Coordinate System, NAD83)

Exhibit B
PAGE 4 of 7

Thence N89°38'14"W, along the south line thereof, 55.43 feet to the south line of tract of land as described and recorded in Book 1035 at Page 296 of the Clay County, Missouri Records, being also the north right of way line of Commercial Avenue;

Thence continue N89°38'14"W, along said south line and said north right of way line, 181.28 feet to the Point of Beginning;

Thence departing said south line and said north right of way line, N02°38'59"E, 63.31 feet;

Thence N25°16'42"W, 484.24 feet;

Thence S64°43'18"W, 266.51 feet to a point 5 feet northeasterly of the southwesterly line of an existing 20' electric easement as described and recorded in Book 4821 at Page 17 of the Clay County, Missouri Records;

Thence N24°52'52"W, parallel with and 5' northeasterly of the southwesterly line of said easement, 510.64 feet to the north line of said Lot 10, FIRST PARK SECOND PLAT, being also the south right of way line of Park Drive and Point of Termination of said centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at the south right of way line of Park Drive, the north line of said Lot 8, FIRST PARK and the north right of way line of Commercial Avenue.

Containing in all 13,243 square feet, more or less.

Subject to all easements, conditions, restrictions and reservations of record.

DESCRIPTION 5

A strip of land 10 feet in width being part of the Northeast Quarter of Section 34, Township 53 North, Range 33 West, a part of Lot 12 and Lot 13, FIRST PARK SECOND PLAT, a subdivision in the City of Smithville, and part of Lot 4, FIRST PARK, a subdivision in the City of Smithville, being all in Clay County, Missouri, said strip lying 5 feet on both sides of, parallel with and adjacent to the following described centerline:

(Note: The bearings in the following description are based on Grid North, Missouri State Plane Coordinate System, NAD83)

Commencing at the northeast corner of said Lot 12;

Thence S77°40'29"W, along the north line thereof, 145.29 feet;

Exhibit B
PAGE 5 of 7

Thence departing said north line, S24°52'52"E, 114.38 feet to a point 5 feet northeasterly of the southwesterly line of an existing 20' electric easement as described and recorded in Book 4821 at Page 17 of the Clay County, Missouri Records, said point being also on the south line of said Lot 12 and the north right of way line of Park Drive and the Point of Beginning;

Thence N24°52'52"W, parallel with and 5' northeasterly of the southwesterly line of said easement, 160.90 feet;

Thence departing said parallel line, N64°43'18"E, 261.44 feet to a point 5 feet southwesterly of the northeasterly line of an existing 160' electric easement as described and recorded in Book 939 at Page 18 of the Clay County, Missouri Records;

Thence N25°16'42"W, parallel with and 5' southwesterly of the northeasterly line of said easement, 266.14 feet;

Thence departing said parallel line, N65°10'08"E, 77.11 feet to a point 5 feet southwesterly of the northeasterly line of an existing variable width electric easement as described and recorded in Book 5646 at Page 172 of the Clay County, Missouri Records;

Thence N28°29'56"W, parallel with and 5' southwesterly of the northeasterly line of said easement, 385.63 feet;

Thence N24°49'44"W, parallel with and 5' southwesterly of the northeasterly line of said easement, 754.90 feet to the south right of way line of Missouri State Highway 92 and the Point of Termination of said centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at the south right of way line of Missouri State Highway 92 and the north right of way line of Park Drive.

Containing in all 19,061 square feet, more or less.

Subject to all easements, conditions, restrictions and reservations of record.

DESCRIPTION 6

A strip of land 10 feet in width being part of the Southeast Quarter of Section 27 and the Northeast Quarter of Section 34, all in Township 53 North, Range 33 West, in the City of Smithville, Clay County, Missouri, said strip lying 5 feet on both sides of, parallel with and adjacent to the following described centerline:

(Note: The bearings in the following description are based on Grid North, Missouri State Plane Coordinate System, NAD83)

Exhibit B
PAGE 6 of 7

Commencing at the southeast corner of the Southeast Quarter of said Section 27;

Thence N89°47'15"W, along the south line thereof, 1348.49 feet;

Thence departing said south line, S24°30'11"E, 91.34 feet to a point 5 feet southwesterly of the northeasterly line of an existing 80' electric easement as described and recorded in Book 5613 at Page 24 of the Clay County, Missouri Records, said point being also the north right of way line of Missouri State Highway 92 and the Point of Beginning;

Thence N24°30'11"W, parallel with and 5' southwesterly of the northeasterly line of said easement, 634.19 feet;

Thence N12°25'58"W, 384.42 feet;

Thence departing said parallel line, S76°49'39"W, 196.80 feet to a point 5 feet northeasterly of the southwesterly line of an existing 160' electric easement as described and recorded in Book 930 at Page 377 of the Clay County, Missouri Records;

Thence N13°10'21"W, parallel with and 5' northeasterly of the southwesterly line of said easement, 583.33 feet;

Thence departing said parallel line, N39°45'59"E, 248.81 feet;

Thence N20°19'07"E, 12.71 feet to the northeasterly line of an existing 80' electric easement as described and recorded in Book 5613 at Page 27 of the Clay County, Missouri Records and the Point of Termination of said centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at the north right of way line of Missouri State Highway 92 and at the northeasterly line of said electric easement as described and recorded in Book 5613 at Page 27.

Containing in all 20,603 square feet, more or less.

Subject to all easements, conditions, restrictions and reservations of record.

*I hereby certify this description(s) was prepared
by me or under my direct supervision.*

*Johnny Yakie, MO LS No.2001001917
HDR Engineering
10450 Holmes Road
Kansas City, Mo. 64131*

Exhibit B
PAGE 7 of 7

Electric Easement Encumbered by Proposed Sewer Line Easement

- 22,661 SF – Description 1
- 592 SF – Description 2
- 2,655 SF – Description 3
- 13,243 SF – Description 4
- 19,061 SF – Description 5
- 20,603 SF – Description 6

79,355 SF Total Encumbrance

Exhibit D
Limitations upon Grantee's Exercise of
Rights in the Easement Area



Evergy Requirements for Construction within Transmission Easements

Below are examples of typical requirements within Evergy transmission line easements. The examples are for new modifications within the easement and may not apply to features already existing within the easement.

These examples are intended to provide guidance for planning modifications within Evergy transmission easements and do not constitute approval from Evergy. Evergy will need to review and approve the modifications to ensure the transmission lines will continue to operate safely under current and future conditions.

General Requirements:

- 1) No permanent structures, buildings, enclosures, or sheds are allowed within the easement.
- 2) No retention or detention basins are allowed within the easement.
- 3) No swimming pools (above ground and inground) or pool decks are allowed within the easement.
- 4) No retaining walls are allowed within the easement.
- 5) Changes to grading within the easement shall be sent to Evergy for approval.
 - a. Under no circumstance shall grade be modified within 25 feet (measured horizontally) of poles and anchors.
- 6) Access must be maintained throughout easement to existing structures and wires for inspection and maintenance.
- 7) All changes within the easement shall comply with the current versions of Evergy Design Standards, including but not limited, to the National Electric Safety Code (NESC) and ANSI C2. These changes shall be reviewed by Evergy transmission engineering to verify compliance to Evergy Design Standards.
- 8) The following above grade objects are not allowed within the easement:
 - a. No mature tree height greater than 10 feet above grade or placed within 10 feet of wire horizontally.
 - b. No lighting, signage, and traffic signal structures greater than 10 feet above grade or placed within 10 feet of wire horizontally.

- c. No fencing greater than 10 feet above grade.
- 9) Lighting, signage, traffic signal, and landscaping plans shall be reviewed by Evergy for approval before construction in order to verify compliance with Evergy Design Standards.
 - 10) All NESC, OSHA, Kansas, and Missouri regulations and Evergy safety requirements shall be followed when working near energized lines; see Evergy clearance safety requirements below.
 - 11) All construction equipment shall maintain the proper clearance from the transmission lines; no equipment with a height taller than 14 feet is allowed within the easement. All lines shall be considered energized unless otherwise specified by Evergy.
 - 12) All spoils from construction are to be maintained off the easement immediately after excavation to assure proper clearances.
 - 13) All metal fence designs shall include bonding per Evergy specification. Specification provided upon request. All fence crossings shall include a 14 foot wide gate (at a minimum) in order not restrict easement access.
 - 14) Storage of explosives, explosive material, and flammable fuels are not permitted on easement. Fueling equipment from bulk containers or trucks are not permitted on easement.
 - 15) Blasting will be permitted on the easement only when approved by Evergy. When blasting, blasting mats or other suitable material will be used in such a fashion to adequately protect the conductor and structures from flying debris. All detonating cord shall be staked down securely at ten (10) feet intervals.



Construction Adjacent to or Under Transmission Lines:

Evergy shall be notified prior to the start of construction work adjacent to or under transmission lines so that an inspector can be assigned to the job to determine the extent of work to be performed to protect conductor, structures and anchors. Construction work on transmission easement must be approved by Evergy Transmission Engineering. The cost incurred to maintain an Evergy inspector on site, when deemed necessary, shall be reimbursable by the party of the Third part. **Evergy Overhead Transmission Line Clearance Safety** handouts will be discussed with all employees prior to any work or construction on transmission easement.

The cost of construction and other measures incurred by Party of the First Part in order to accommodate the construction of improvements by the Second Party or the Party of the Third Part to the land to be dedicated such as, by way of example and without limitation, temporarily relocating anchors, stabilizing structures, or other protecting said facilities, and the cost of repair of any damages to the Party of the Second Part or Party of the Third Part to the land to be dedicated shall be paid to Party of the First Part, provided Party of the First Part obtains the prior written consent of the reimbursing party to any such construction and or repair, except that in the case of emergency construction and or repair, the reimbursing Party shall have the right to request an itemized statement of cost of said emergency construction and or repair after such work is completed by Party of the First Part.



Overhead Transmission Line Clearance Safety Requirements:

The following minimum clearances shall be maintained between Evergy’s energized transmission line conductors and all construction equipment.

Line Voltage Clearance Requirement

69 kV 15.0 FEET (In all directions and at all times)

115 - 161kV 20.0 FEET (In all directions and at all times)

230 - 345kV 25.0 FEET (In all directions and at all times)

Emergency Contacts:

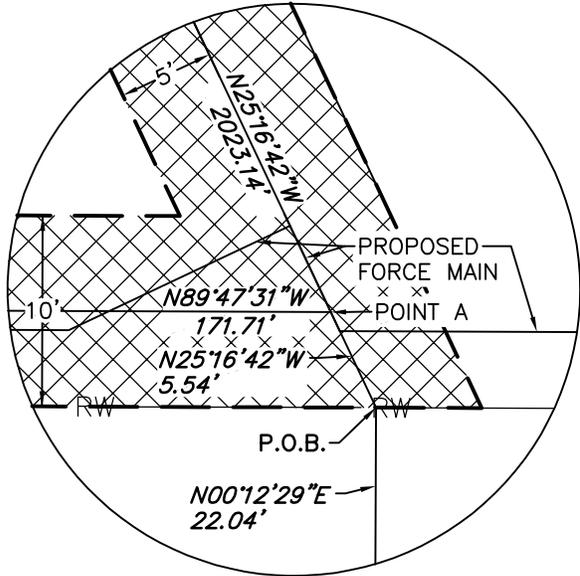
System Control	(816) 645-1238
Craig Rice	(816) 214-3963
Ian Dennis	(816) 718-5663
Keith Beers	(785) 304-4109
Jeremy Seever	(816) 935-9851
Nick Krueger	(785) 643-5591
Craig Arnold	(785) 213-7639



0 25 50
 SCALE IN FEET
 1" = 50'

KANSAS CITY PROPERTIES
 & INVESTMENTS, LLC
 N 169 HWY
 SMITHVILLE, MO 64089

MATCH
 LINE



DETAIL A
 SCALE: 1"=10'

160' KCPL
 ELEC. ESMT.
 BK 938 PG 418

PROPOSED
 FORCE MAIN

PROPOSED
 SEWER
 EASEMENT

SW 1/4
 SEC. 35-T53N-R33W

N25°16'42"W
 2023.14'

N89°47'31"W
 171.71'

RW
 P.O.T.

PROPOSED
 FORCE MAIN

SEE DETAIL A

S89°47'31"E
 1080.89'

144TH ST

S LINE OF SW1/4
 SEC. 35-T53N-R33W

P.O.C.
 SW COR., SW 1/4
 SEC. 35, T53N, R33W

LEGEND

EVERGY EASEMENT ENCUMBRANCE
 AREA: 22,661 SQUARE FEET



HDR ENGINEERING, INC.
 10450 HOLMES ROAD, SUITE 600,
 KANSAS CITY, MO 64131 - PH:816-360-2700
 MO. CERTIFICATE OF AUTHORITY NO. #00856

EXHIBIT "A"
EVERGY EASEMENT ENCUMBRANCE



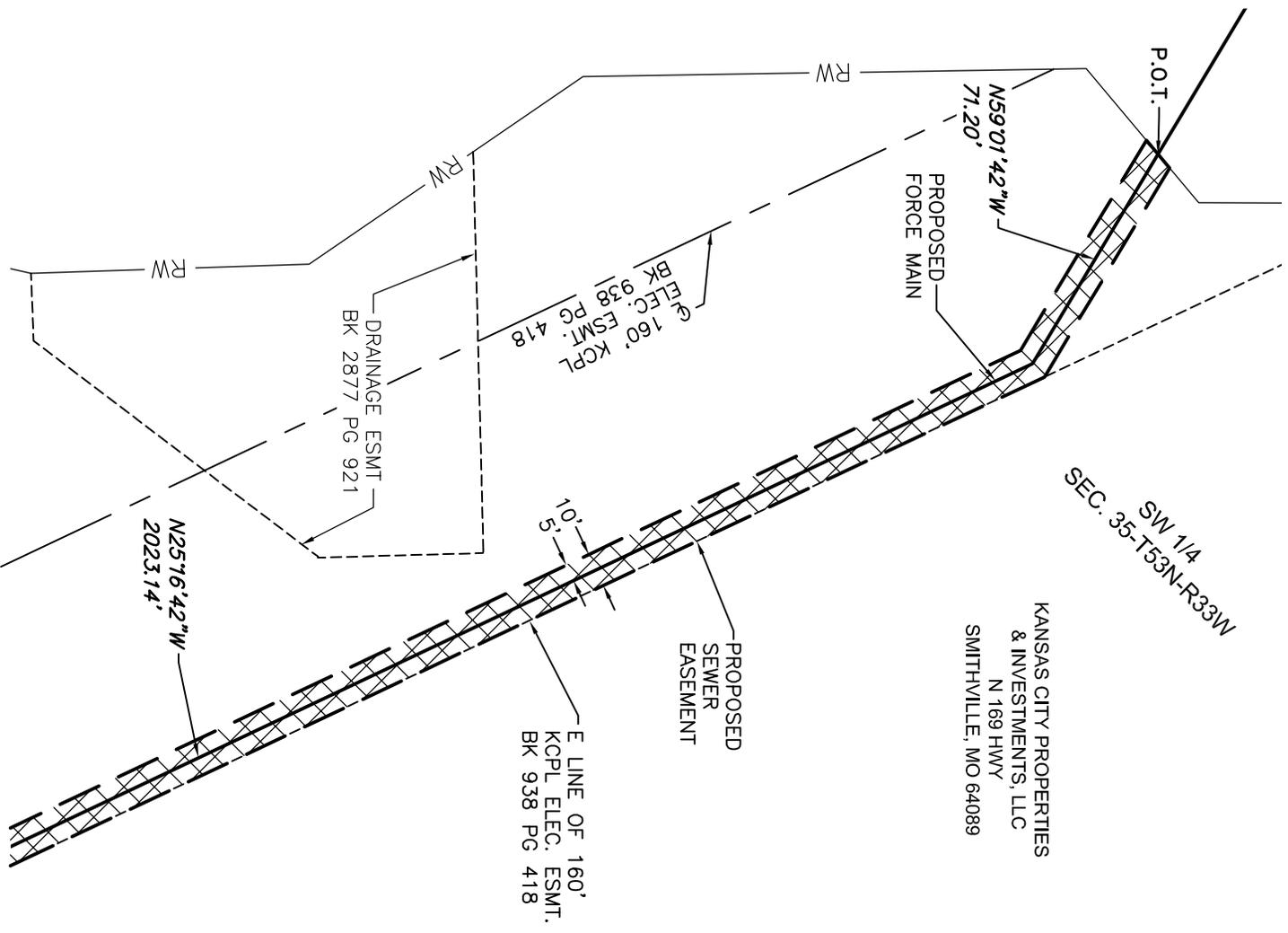
107 WEST MAIN ST
 SMITHVILLE, MO 64089

1
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0 25 50
SCALE IN FEET
1" = 50'

169 HWY



KANSAS CITY PROPERTIES
& INVESTMENTS, LLC
N 169 HWY
SMITHVILLE, MO 64089

LEGEND
EVERGY EASEMENT ENCUMBRANCE
AREA: 22,661 SQUARE FEET



H32

HDR ENGINEERING, INC.
10450 HOLMES ROAD, SUITE 600,
KANSAS CITY, MO 64131 - PH:816-360-2700
MO. CERTIFICATE OF AUTHORITY NO. #00856

EXHIBIT "A" EVERGY EASEMENT ENCUMBRANCE



SMITHVILLE
missouri

107 WEST MAIN ST
SMITHVILLE, MO 64089

2

OF

15

TBS
JRY



0 25 50
 SCALE IN FEET
 1" = 50'

HINTERLAND
 LOT SPLIT
 LOT 1

NE 1/4
 SEC. 34-T53N-R33W

MCMILLEN ENTERPRISES INC.
 169 HWY
 SMITHVILLE, MO 64089

US-169

N25°57'21"W
 175.97'

20' ELEC. ESMT.
 BK 3280 PG 314

N19°02'39"E
 41.29'

N25°57'21"W
 38.74'

PROPOSED
 FORCE
 MAIN

N59°01'42"W
 93.54'

P.O.T. (2)

N01°53'11"W
 16.70'

100' ELEC. ESMT.
 BK 3280 PG 314

W LINE 160'
 KCPL ESMT.
 BK 939 PG 18

22' ELEC. ESMT.
 BK 3280 PG 314

DRAINAGE ESMT.
 BK 3177 PG 910

N59°01'42"W
 59.24'

P.O.B. (2)

N21°32'05"W
 12.15'

P.O.C.
 SE CORNER
 LOT 1

LEGEND

EVERGY EASEMENT ENCUMBRANCE (2) 
 AREA: 592 SQUARE FEET



HDR ENGINEERING, INC.
 10450 HOLMES ROAD, SUITE 600,
 KANSAS CITY, MO 64131 - PH:816-360-2700
 MO. CERTIFICATE OF AUTHORITY NO. #00856

EXHIBIT "A"
EVERGY EASEMENT ENCUMBRANCE

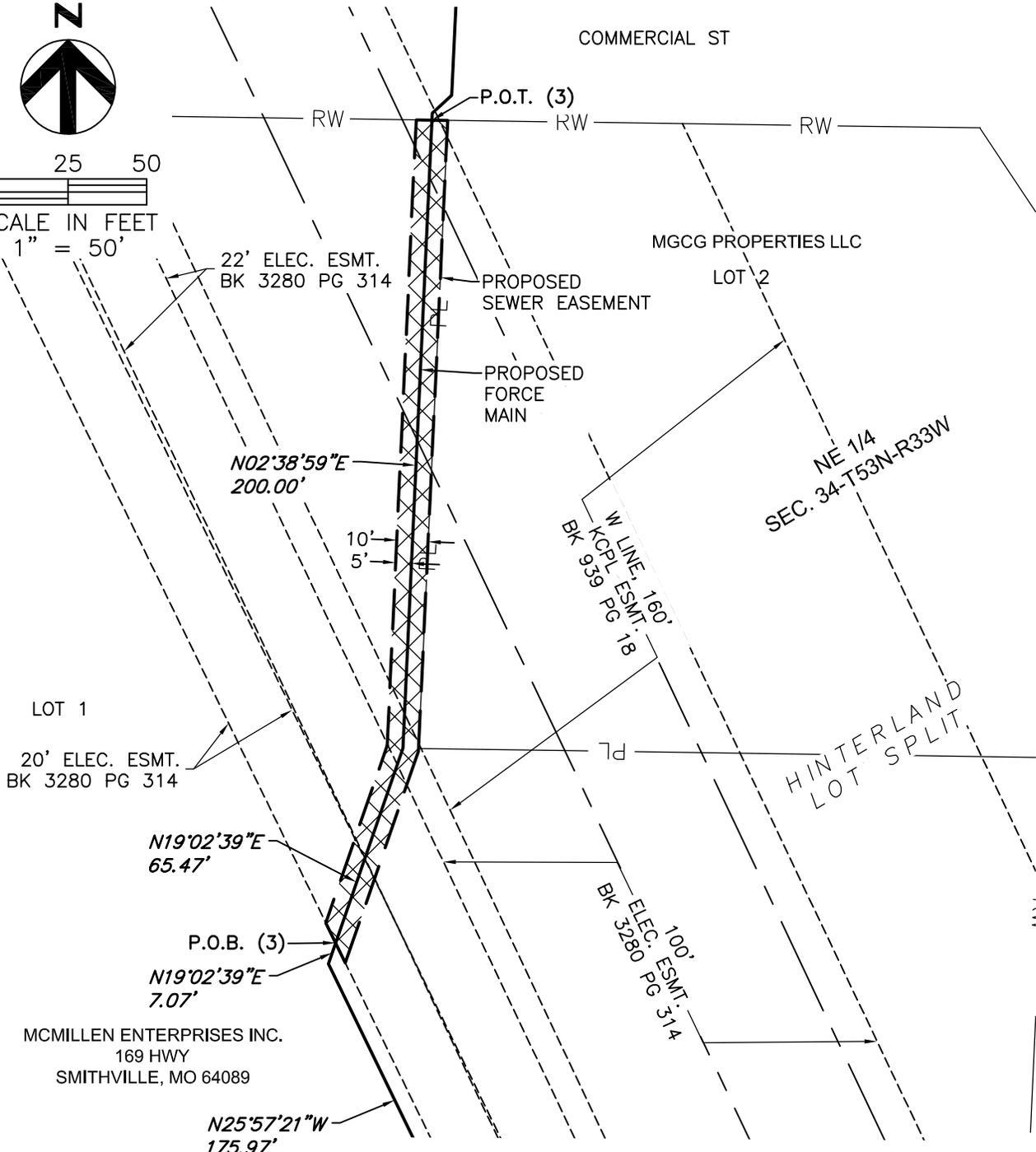


107 WEST MAIN ST
 SMITHVILLE, MO 64089

3
 OF
 15
 TBS
 JRY



0 25 50
 SCALE IN FEET
 1" = 50'



LEGEND

EVERGY EASEMENT ENCUMBRANCE (3) 
 AREA: 2,655 SQUARE FEET



HDR ENGINEERING, INC.
 10450 HOLMES ROAD, SUITE 600,
 KANSAS CITY, MO 64131 - PH:816-360-2700
 MO. CERTIFICATE OF AUTHORITY NO. #00856

EXHIBIT "A"
EVERGY EASEMENT ENCUMBRANCE

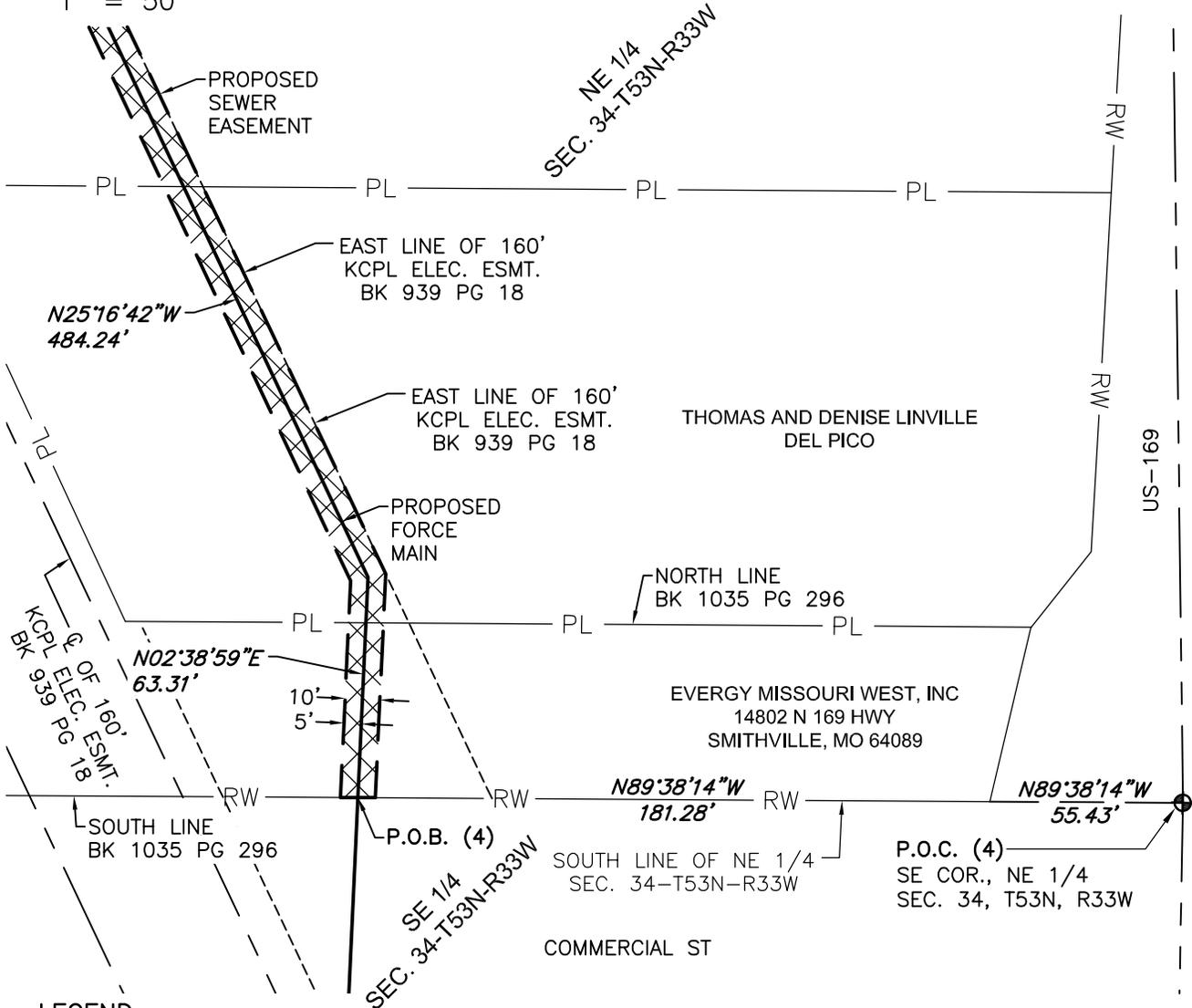


107 WEST MAIN ST
 SMITHVILLE, MO 64089

4
 OF
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 TBS
 JRY



0 25 50
 SCALE IN FEET
 1" = 50'



LEGEND

EVERGY EASEMENT ENCUMBRANCE (4) 
 AREA: 13,243 SQUARE FEET



HDR ENGINEERING, INC.
 10450 HOLMES ROAD, SUITE 600,
 KANSAS CITY, MO 64131 - PH:816-360-2700
 MO. CERTIFICATE OF AUTHORITY NO. #00856

EXHIBIT "A"
EVERGY EASEMENT ENCUMBRANCE

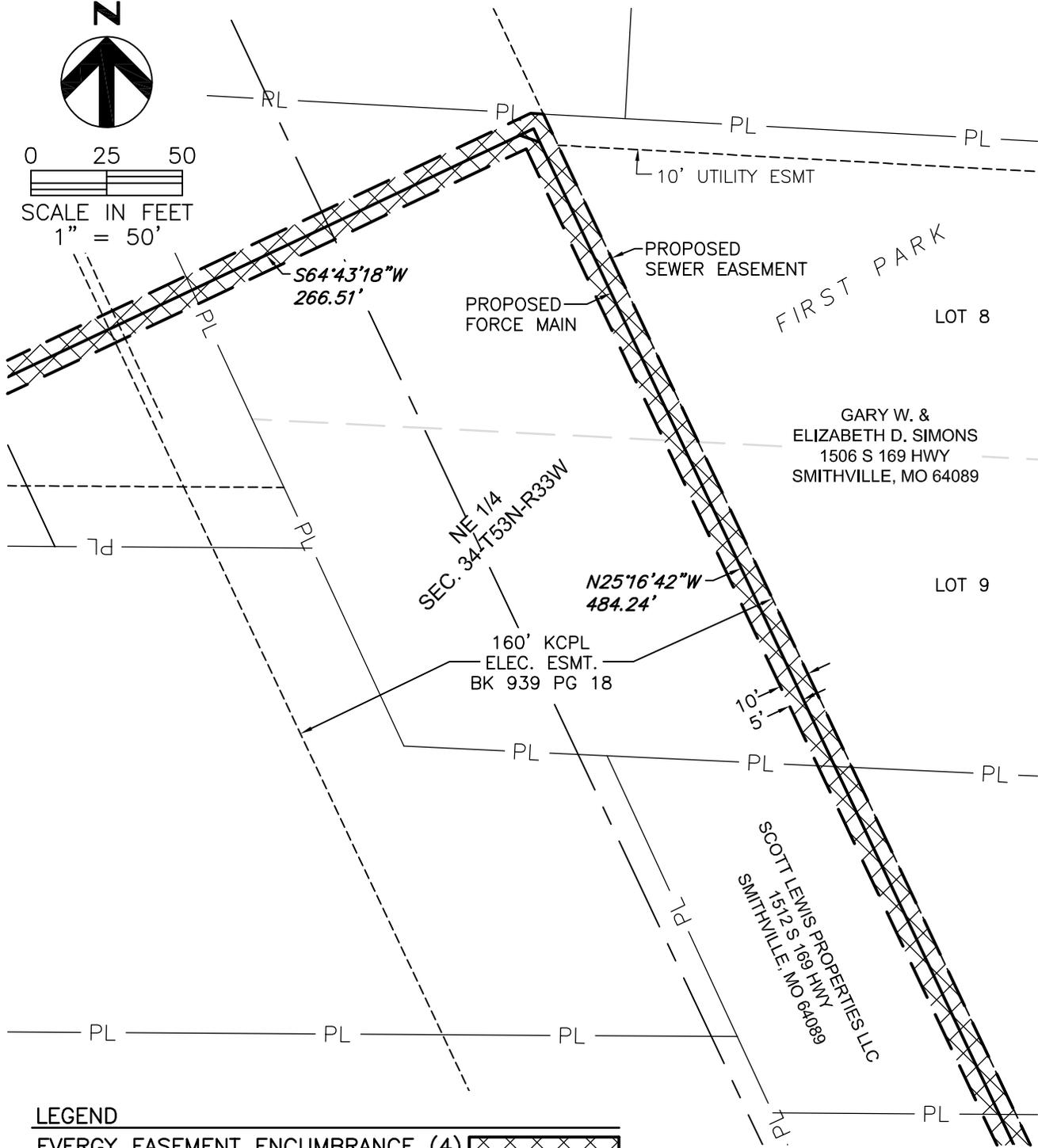


107 WEST MAIN ST
 SMITHVILLE, MO 64089

5
 OF
 15
 TBS
 JRY



0 25 50
 SCALE IN FEET
 1" = 50'



LEGEND

EVERGY EASEMENT ENCUMBRANCE (4) 
 AREA: 13,243 SQUARE FEET



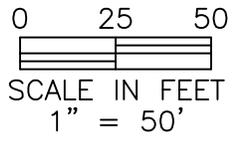
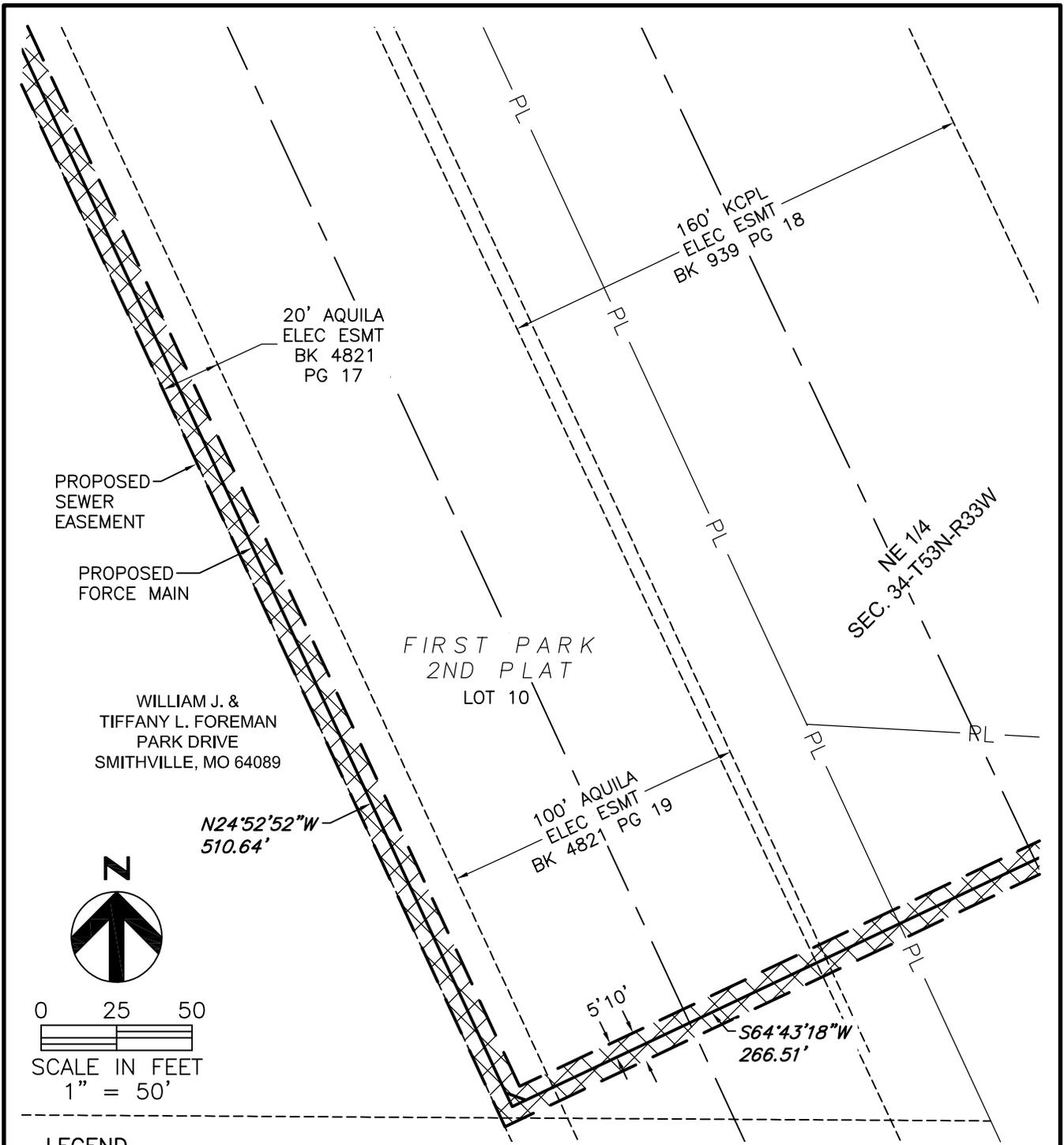
HDR ENGINEERING, INC.
 10450 HOLMES ROAD, SUITE 600,
 KANSAS CITY, MO 64131 - PH:816-360-2700
 MO. CERTIFICATE OF AUTHORITY NO. #00856

EXHIBIT "A"
EVERGY EASEMENT ENCUMBRANCE

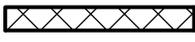


107 WEST MAIN ST
 SMITHVILLE, MO 64089

6
 OF
 15
 TBS
 JRY



LEGEND

EVERGY EASEMENT ENCUMBRANCE (4) 
 AREA: 13,243 SQUARE FEET



HDR ENGINEERING, INC.
 10450 HOLMES ROAD, SUITE 600,
 KANSAS CITY, MO 64131 - PH:816-360-2700
 MO. CERTIFICATE OF AUTHORITY NO. #00856

EXHIBIT "A"
EVERGY EASEMENT ENCUMBRANCE

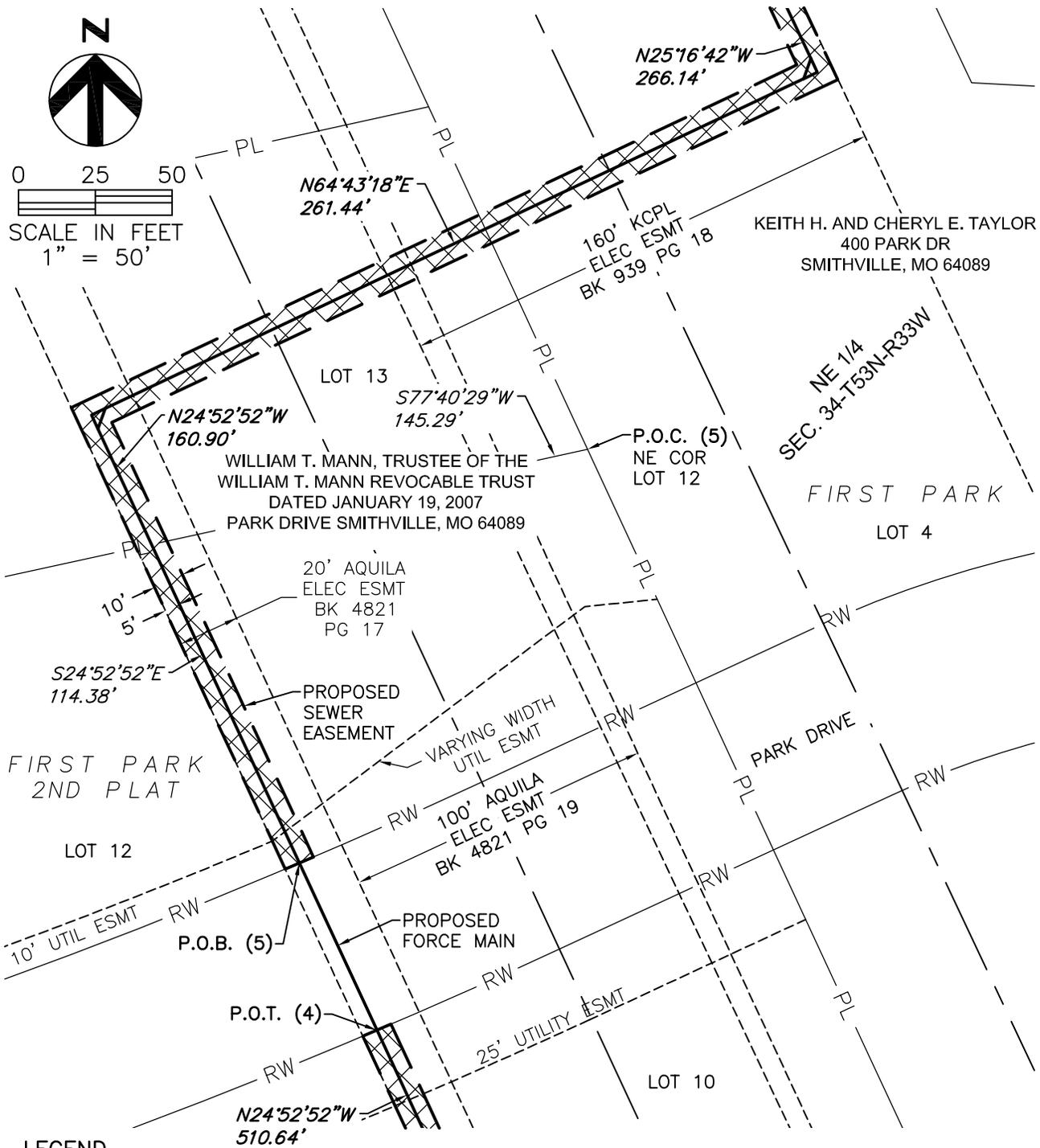


107 WEST MAIN ST
 SMITHVILLE, MO 64089

7
 OF
 15
 TBS
 JRY



0 25 50
 SCALE IN FEET
 1" = 50'



LEGEND

EVERGY EASEMENT ENCUMBRANCE (5) 
 AREA: 19,061 SQUARE FEET



HDR ENGINEERING, INC.
 10450 HOLMES ROAD, SUITE 600,
 KANSAS CITY, MO 64131 - PH:816-360-2700
 MO. CERTIFICATE OF AUTHORITY NO. #00856

EXHIBIT "A"
EVERGY EASEMENT ENCUMBRANCE

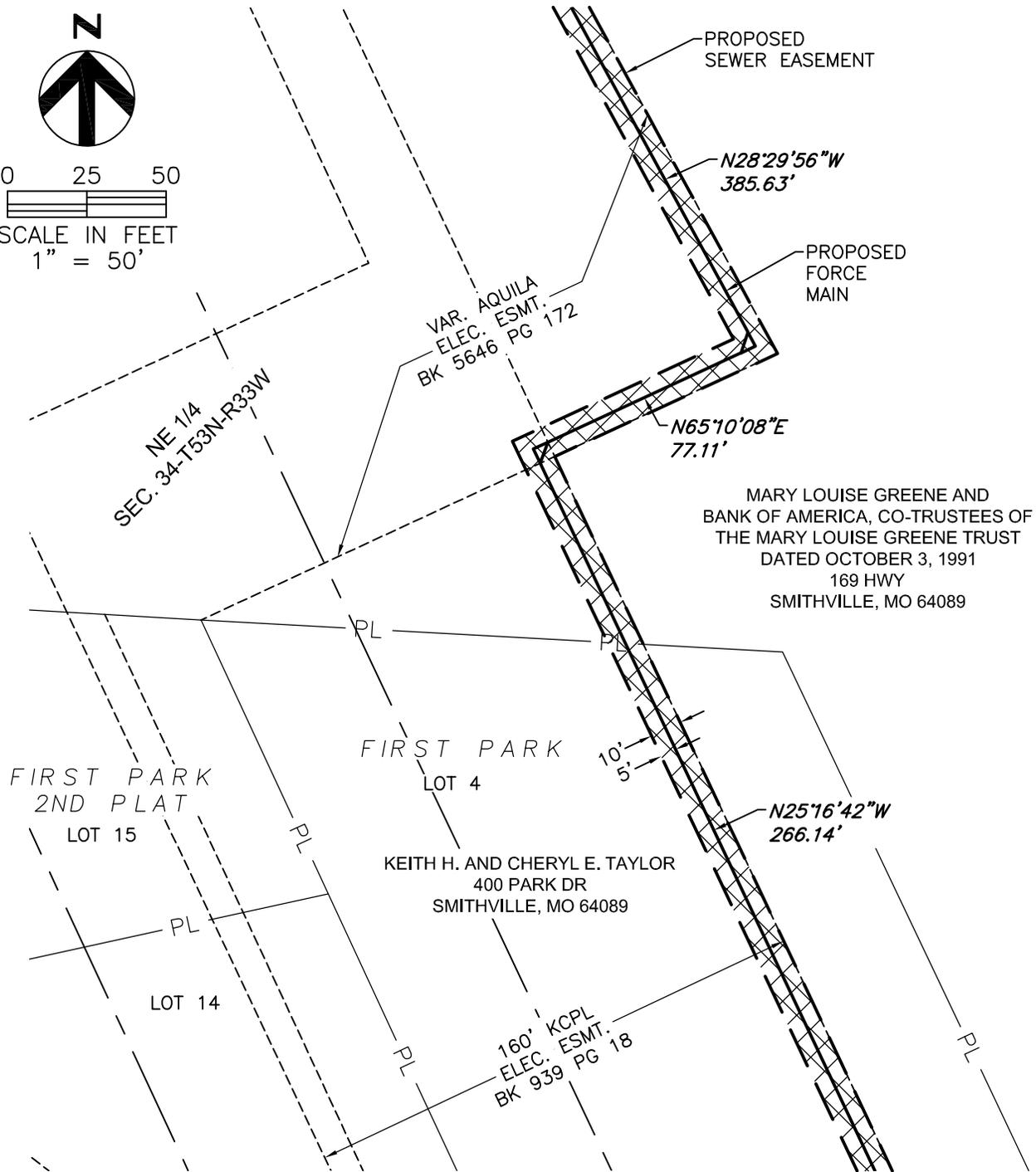


107 WEST MAIN ST
 SMITHVILLE, MO 64089

8
 OF
 15
 TBS
 JRY



0 25 50
 SCALE IN FEET
 1" = 50'



LEGEND

EVERGY EASEMENT ENCUMBRANCE (5) 
 AREA: 19,061 SQUARE FEET



HDR ENGINEERING, INC.
 10450 HOLMES ROAD, SUITE 600,
 KANSAS CITY, MO 64131 - PH:816-360-2700
 MO. CERTIFICATE OF AUTHORITY NO. #00856

EXHIBIT "A"
EVERGY EASEMENT ENCUMBRANCE



107 WEST MAIN ST
 SMITHVILLE, MO 64089

9
 OF
 15
 TBS
 JRY



0 25 50
 SCALE IN FEET
 1" = 50'

NE 1/4
 SEC. 34-T53N-R33W

160' KCPL
 ELEC. ESMT.
 BK 939 PG 18

MARY LOUISE GREENE AND
 BANK OF AMERICA, CO-TRUSTEES OF
 THE MARY LOUISE GREENE TRUST
 DATED OCTOBER 3, 1991
 169 HWY
 SMITHVILLE, MO 64089

PROPOSED
 FORCE
 MAIN

N24°49'44"W
 754.90'

PROPOSED
 SEWER
 EASEMENT

10'
 VAR. AQUILA ELEC. ESMT.
 BK 5646 PG 172

N28°29'56"W
 385.63'

LEGEND

EVERGY EASEMENT ENCUMBRANCE (5) 
 AREA: 19,061 SQUARE FEET



HDR ENGINEERING, INC.
 10450 HOLMES ROAD, SUITE 600,
 KANSAS CITY, MO 64131 - PH:816-360-2700
 MO. CERTIFICATE OF AUTHORITY NO. #00856

EXHIBIT "A"
EVERGY EASEMENT ENCUMBRANCE

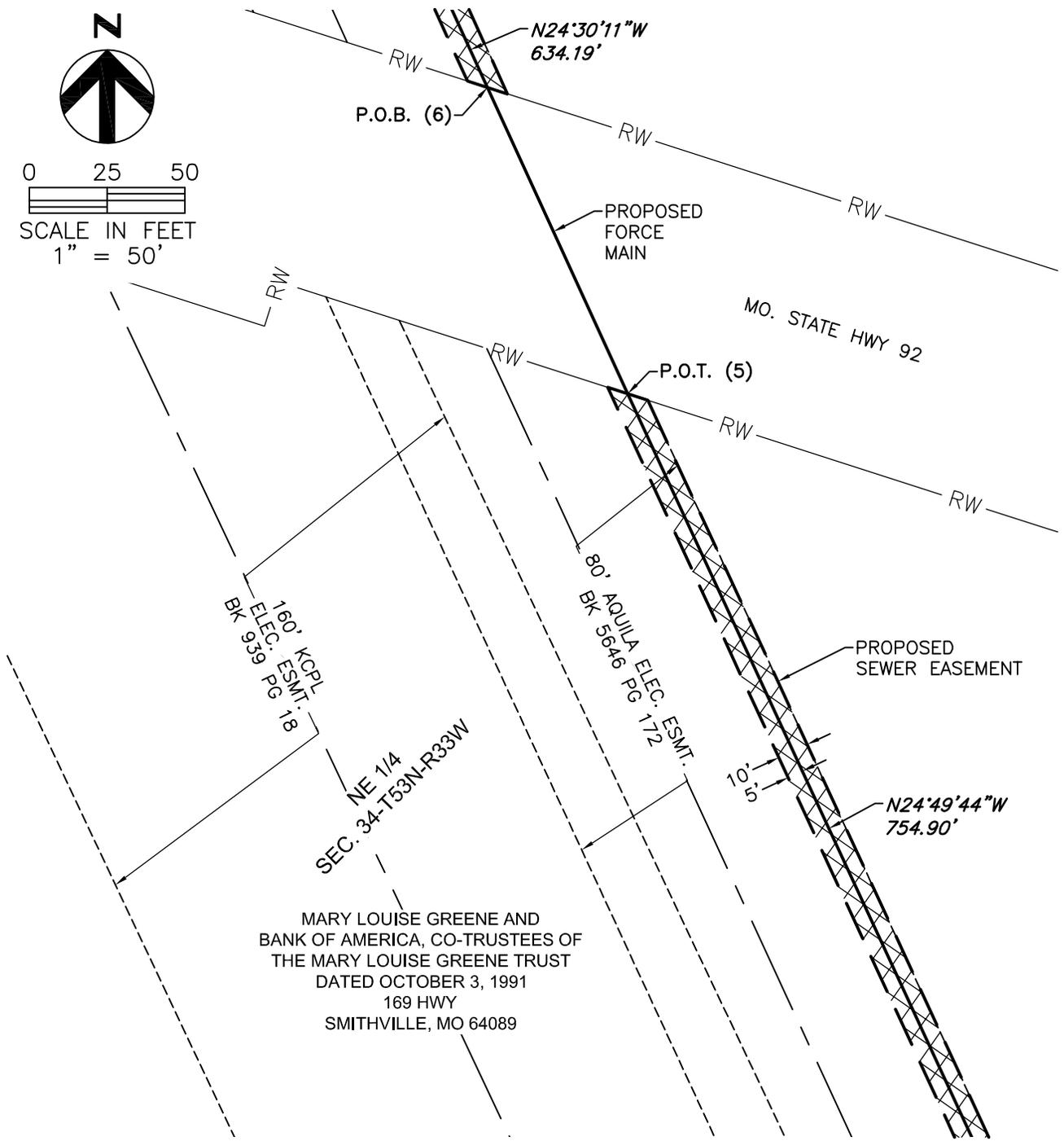


107 WEST MAIN ST
 SMITHVILLE, MO 64089

10
 OF
 15
 TBS
 JRY



0 25 50
 SCALE IN FEET
 1" = 50'



LEGEND

EVERGY EASEMENT ENCUMBRANCE (5) 
 AREA: 19,061 SQUARE FEET



HDR ENGINEERING, INC.
 10450 HOLMES ROAD, SUITE 600,
 KANSAS CITY, MO 64131 - PH:816-360-2700
 MO. CERTIFICATE OF AUTHORITY NO. #00856

EXHIBIT "A"
EVERGY EASEMENT ENCUMBRANCE

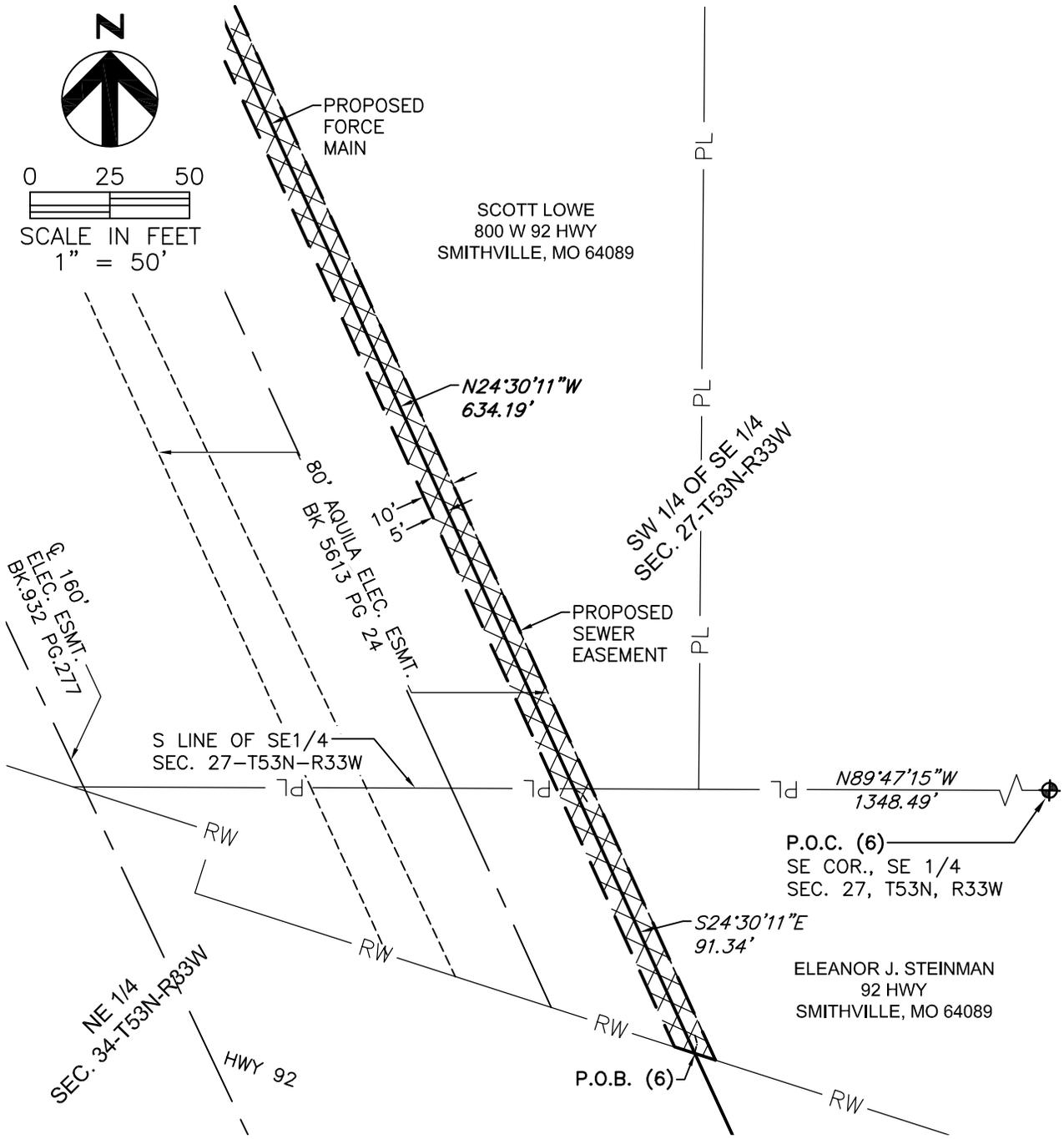


107 WEST MAIN ST
 SMITHVILLE, MO 64089

11
 OF
 15
 TBS
 JRY



0 25 50
 SCALE IN FEET
 1" = 50'



LEGEND

EVERGY EASEMENT ENCUMBRANCE (6) 
 AREA: 20,603 SQUARE FEET



HDR ENGINEERING, INC.
 10450 HOLMES ROAD, SUITE 600,
 KANSAS CITY, MO 64131 - PH:816-360-2700
 MO. CERTIFICATE OF AUTHORITY NO. #00856

EXHIBIT "A"
EVERGY EASEMENT ENCUMBRANCE



107 WEST MAIN ST
 SMITHVILLE, MO 64089

12
 OF
 15
 TBS
 JRY



0 25 50
 SCALE IN FEET
 1" = 50'

SW 1/4 OF SE 1/4
 SEC. 27-T53N-R33W

160' KCPL
 ELEC. ESMT.
 BK 930 PG 377

80' AQUILA ELEC. ESMT.
 BK 5613 PG 24

N12°52'58"W
 384.42'

PROPOSED
 SEWER
 EASEMENT

PROPOSED
 FORCE
 MAIN

10'
 5'

N24°30'11"W
 634.19'

SCOTT LOWE
 800 W 92 HWY
 SMITHVILLE, MO 64089

LEGEND

EVERGY EASEMENT ENCUMBRANCE (6) 
 AREA: 20,603 SQUARE FEET



HDR ENGINEERING, INC.
 10450 HOLMES ROAD, SUITE 600,
 KANSAS CITY, MO 64131 - PH:816-360-2700
 MO. CERTIFICATE OF AUTHORITY NO. #00856

EXHIBIT "A"
EVERGY EASEMENT ENCUMBRANCE

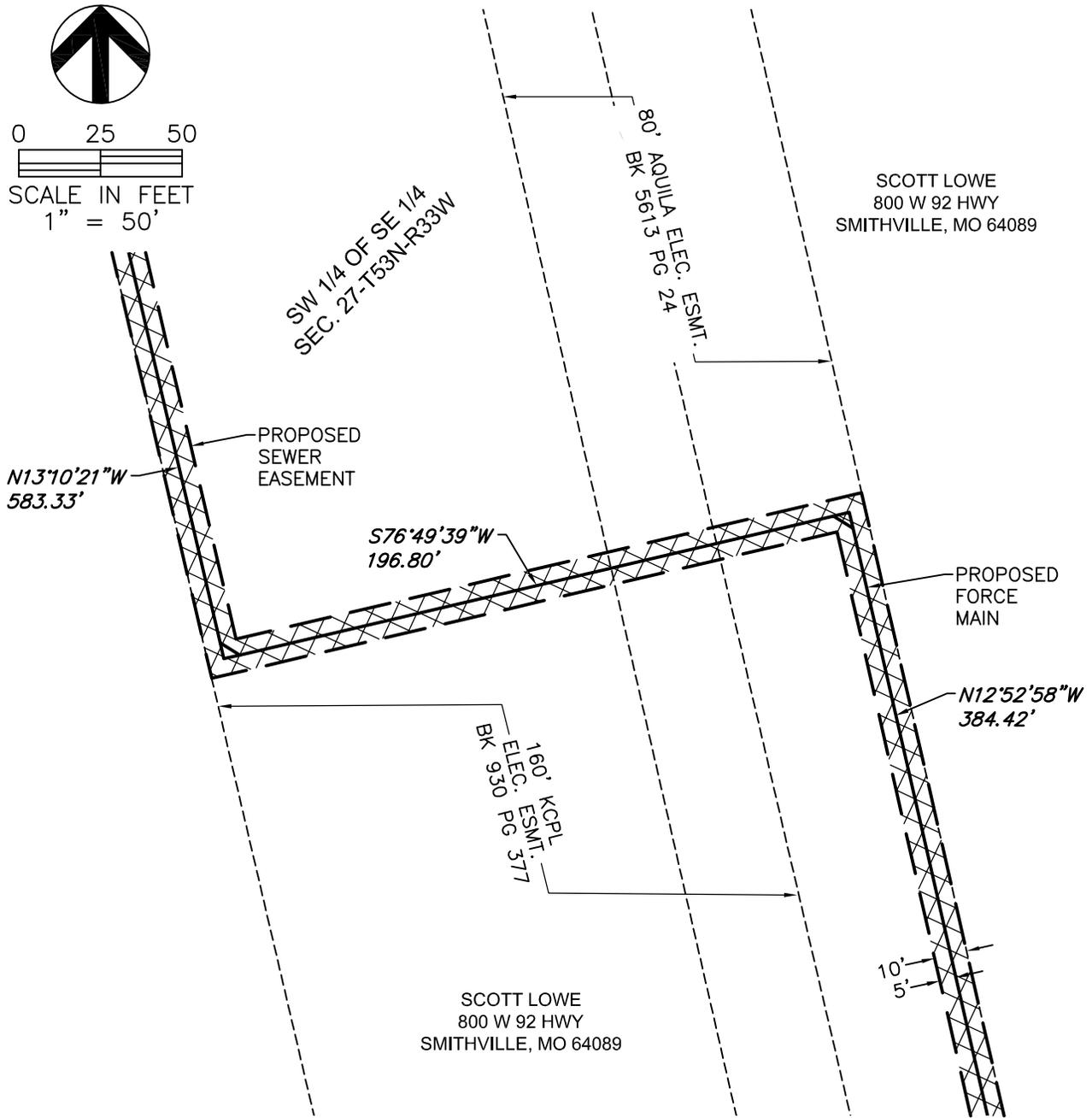


107 WEST MAIN ST
 SMITHVILLE, MO 64089

13
 OF
 15
 TBS
 JRY



0 25 50
 SCALE IN FEET
 1" = 50'



LEGEND

EVERGY EASEMENT ENCUMBRANCE (6) 
 AREA: 20,603 SQUARE FEET



HDR ENGINEERING, INC.
 10450 HOLMES ROAD, SUITE 600,
 KANSAS CITY, MO 64131 - PH:816-360-2700
 MO. CERTIFICATE OF AUTHORITY NO. #00856

EXHIBIT "A"
EVERGY EASEMENT ENCUMBRANCE



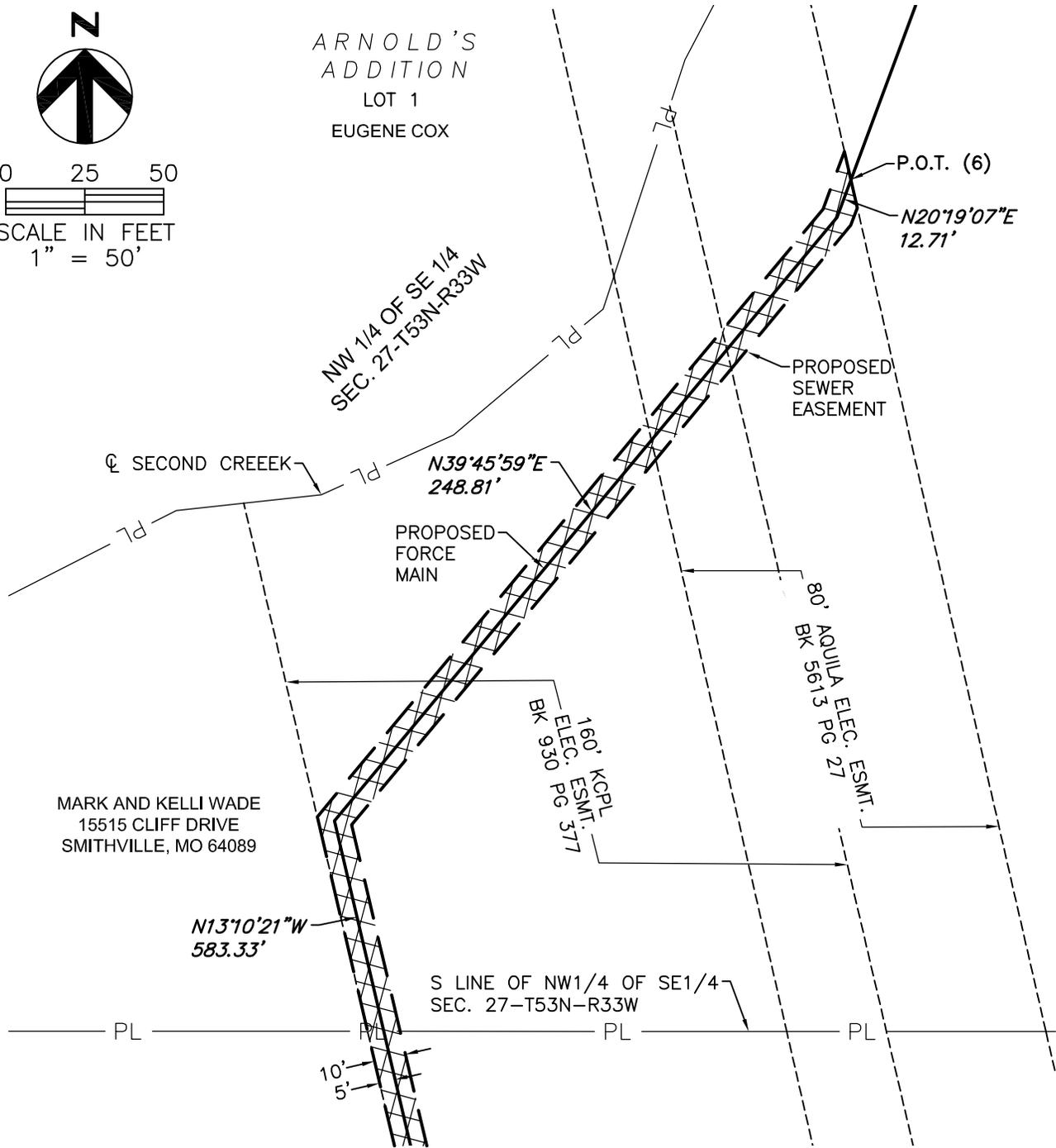
107 WEST MAIN ST
 SMITHVILLE, MO 64089

14
 OF
 15
 TBS
 JRY



0 25 50
 SCALE IN FEET
 1" = 50'

ARNOLD'S
 ADDITION
 LOT 1
 EUGENE COX



MARK AND KELLI WADE
 15515 CLIFF DRIVE
 SMITHVILLE, MO 64089

LEGEND

EVERGY EASEMENT ENCUMBRANCE (6) 
 AREA: 20,603 SQUARE FEET



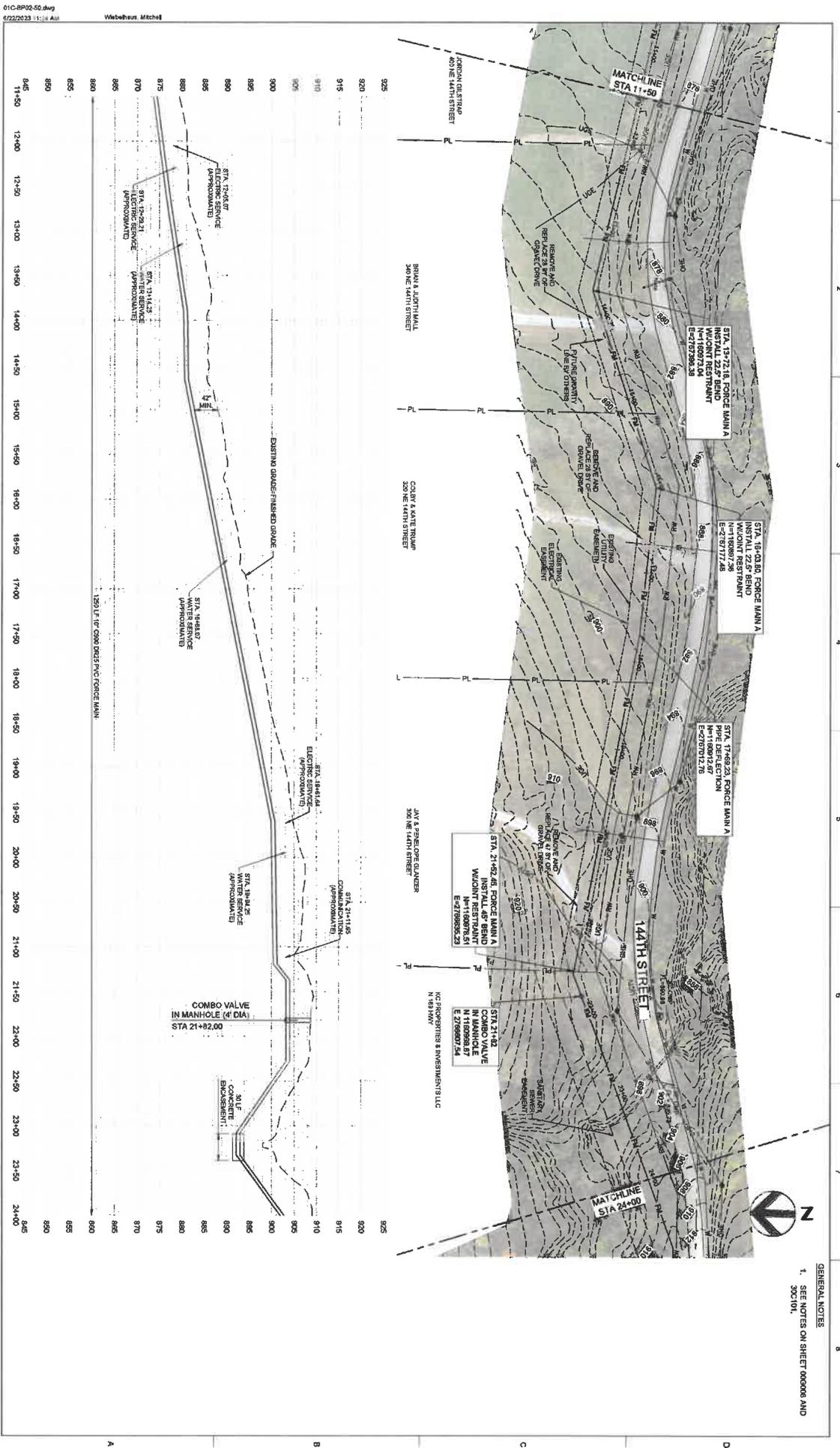
HDR ENGINEERING, INC.
 10450 HOLMES ROAD, SUITE 600,
 KANSAS CITY, MO 64131 - PH:816-360-2700
 MO. CERTIFICATE OF AUTHORITY NO. #00856

EXHIBIT "A"
EVERGY EASEMENT ENCUMBRANCE



107 WEST MAIN ST
 SMITHVILLE, MO 64089

15
 OF
 15
 TBS
 JRY



GENERAL NOTES
1. SEE NOTES ON SHEET 000006 AND 30C100.

HDR
HEADQUARTERS
1440 HOULES ROAD, SUITE 600
MUSKOGEE, MISSISSIPPI 39566
PH: 662.875.1000

ISSUE DATE	DESCRIPTION	PROJECT NUMBER
0		10020206

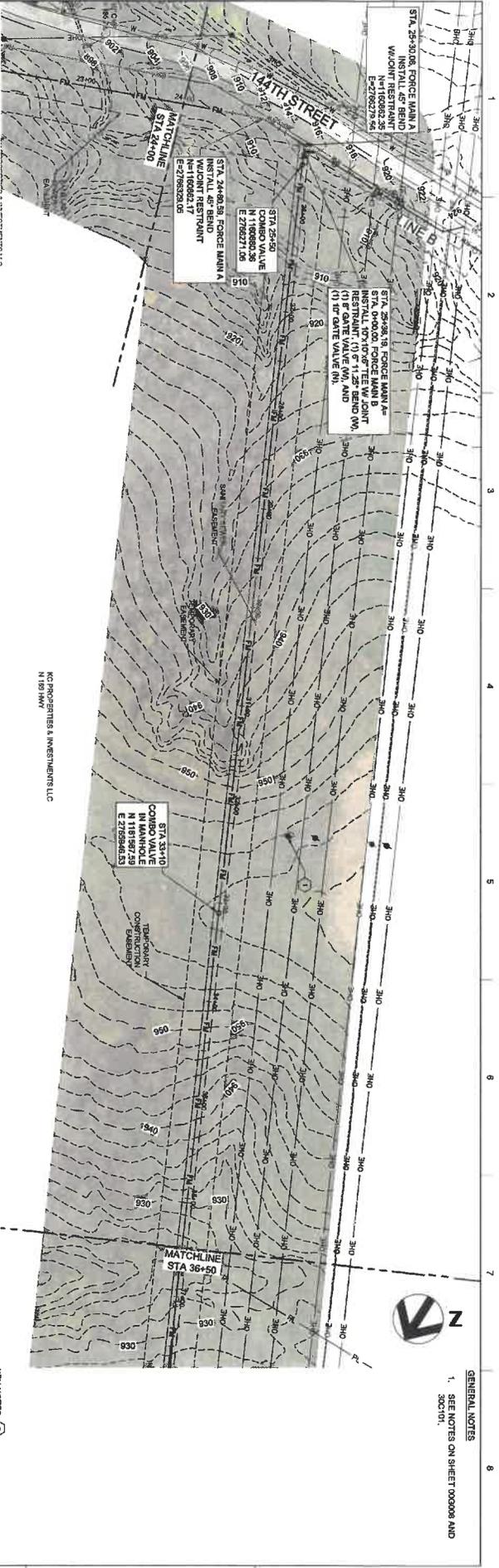
PROJECT MANAGER	INT. COORDINATOR
C.M. SMITH	M. WILSON
PROCESS	DESIGNER
STRUCTURAL	D. WILSON
ELECTRICAL	C. DUDY
ESTIMATION	PROJECT NUMBER
C. DUDY	10020206

CITY OF SMITHVILLE, MISSOURI
144TH STREET PUMP STATION
AND BYPASS FORCE MAIN

OFF SITE FORCE MAIN & GRAVITY SEWER
FORCE MAIN A

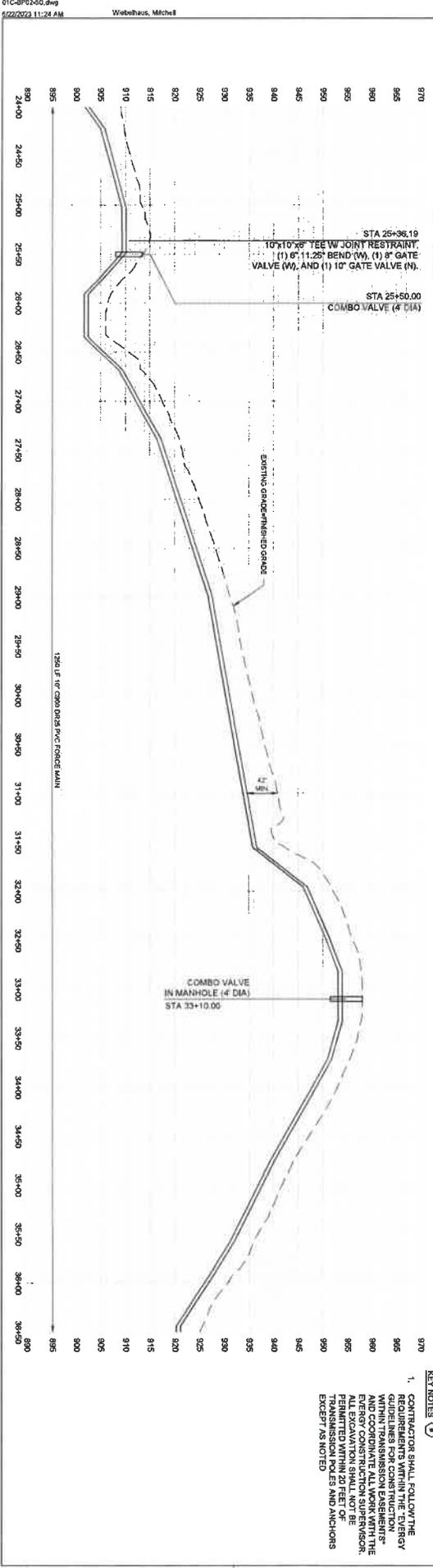
SCALE: H=1"=50' V=1"=10'

SHEET 30C102



GENERAL NOTES
1. SEE NOTES ON SHEET 000008 AND SECTION.

KEY NOTES
1. CONTRACTOR SHALL FOLLOW THE STANDARD SPECIFICATIONS AND GUIDELINES FOR CONSTRUCTION WITHIN TRANSMISSION EASEMENTS AND OCCUPANTE ALL WORK WITH THE EXISTING FORCE MAIN SHALL BE PERMITTED WITHIN 20 FEET OF TRANSMISSION POLES AND ANCHORS EXCEPT AS NOTED



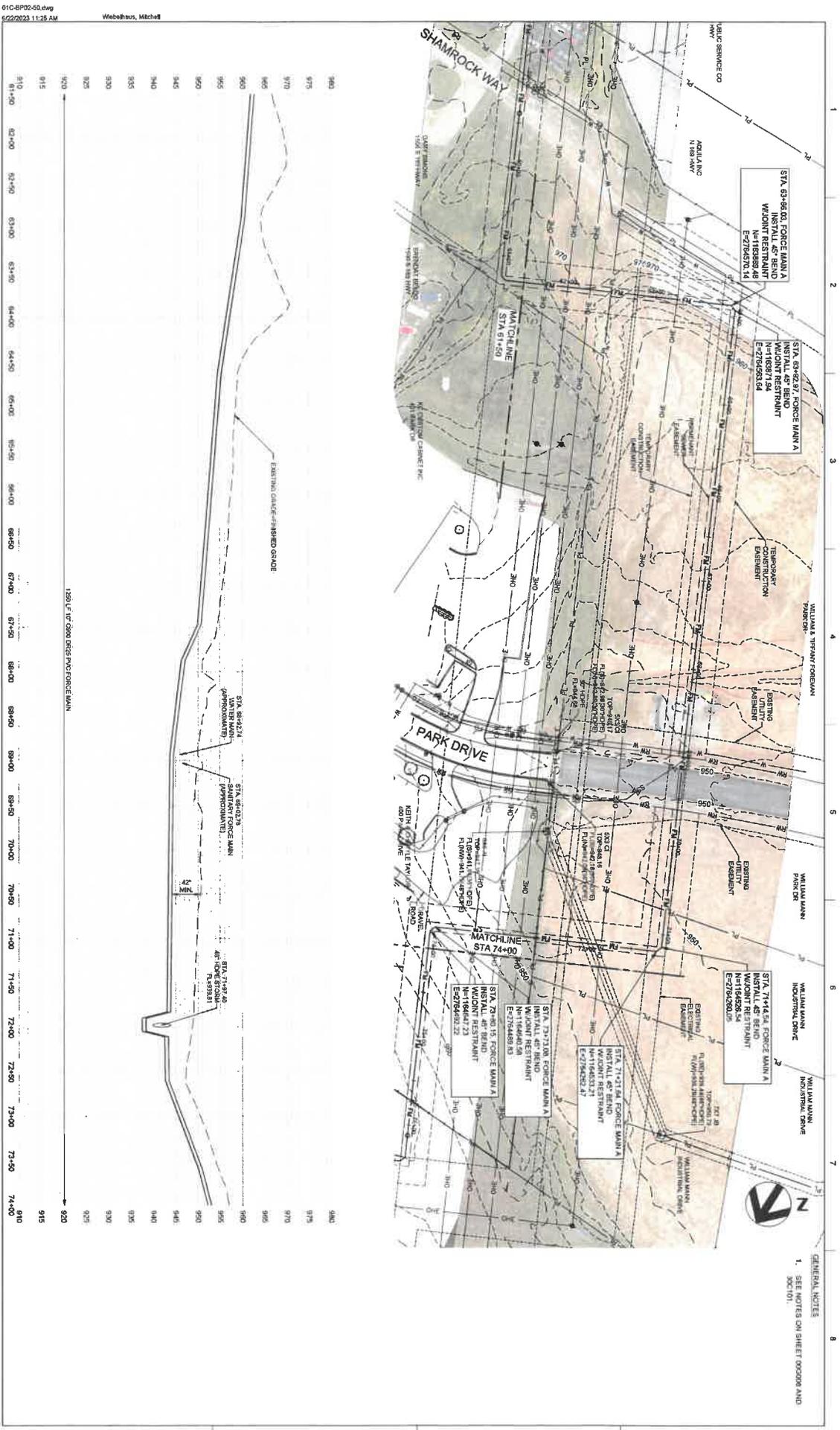
HDR
HDR
1400 HOLLIS ROAD, SUITE 800
AVASLE CITY, MO 64131
913-266-0300

ISSUE	DATE	DESCRIPTION
0		

PROJECT MANAGER	PROJECT MANAGER
W. CHASE WELLS	W. CHASE WELLS
PROJECT ENGINEER	PROJECT ENGINEER
K. MURPHY	K. MURPHY
STRUCTURAL	D. WISNIA
ELECTRICAL	C. DAVY
RESTRICTION	C. DAVY
PROJECT NUMBER	102856

CITY OF SMITHVILLE
144TH STREET PUMP STATION
AND BYPASS FORCE MAIN

OFF SITE FORCE MAIN & GRAVITY SEWER
FORCE MAIN A
SCALE: HORIZONTAL: 1" = 50' VERTICAL: 1" = 10'
SHEET: 30C103



GENERAL NOTE
1. SEE NOTES ON SHEET 000208 AND 300101.

01C-8P02-50.dwg
6/22/2023 11:25 AM
Webbhaus, Michel

HDR
HEADQUARTERS
1050 HOLMES ROAD, SUITE 800
KANSAS CITY, MO 64131
816.299.2300

ISSUE DATE	DESCRIPTION
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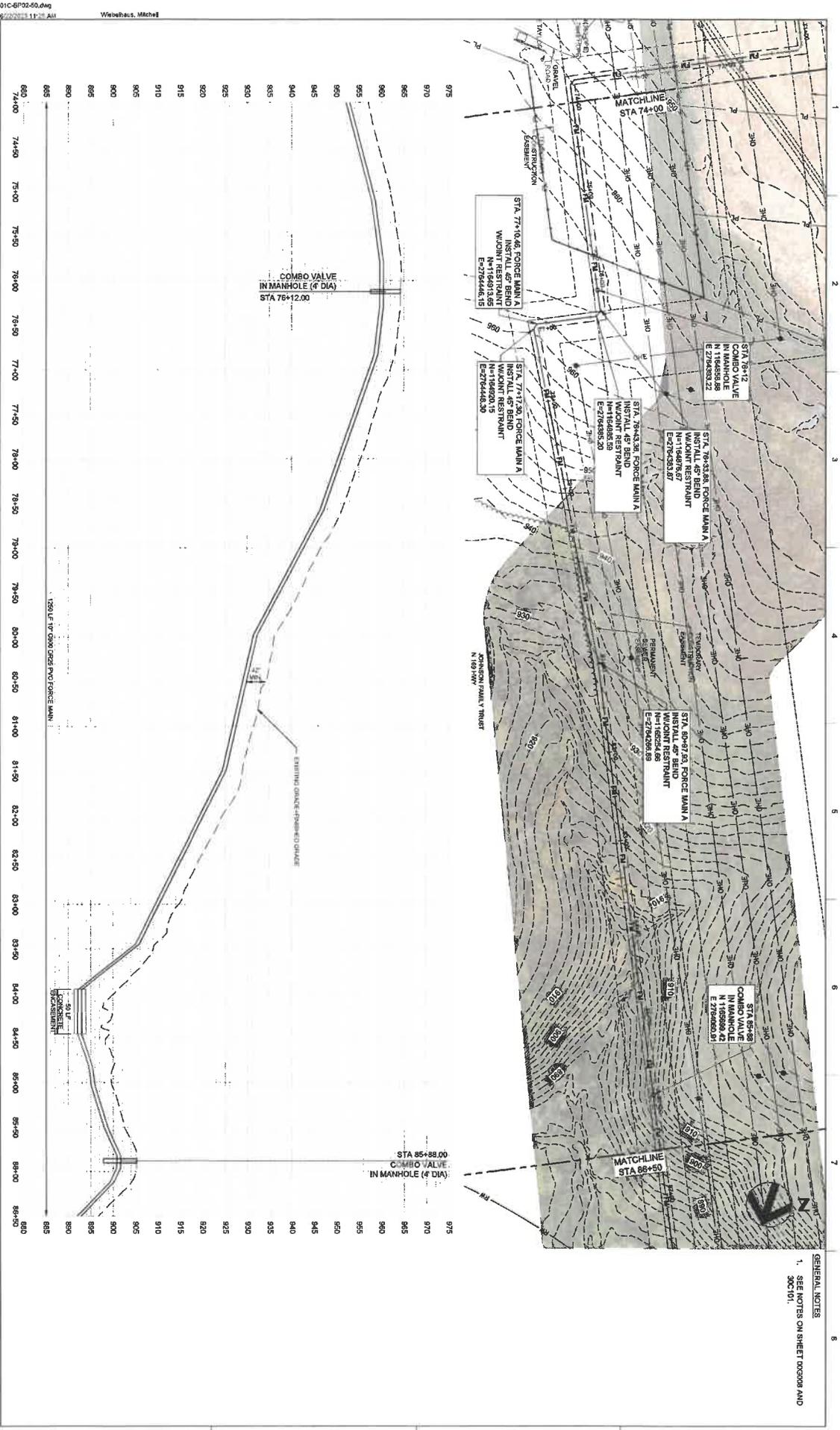
PROJECT NUMBER	VERSION

ROLE	NAME
PROJECT MANAGER	UTICA WEBBHAUS
DESIGNER	M. KIMMERT
STRUCTURAL	J. BERTHIAUM
ELECTRICAL	C. DALY
MECHANICAL	C. DALY

CITY OF SMITHVILLE, MISSOURI
144TH STREET PUMP STATION
AND BYPASS FORCE MAIN

OFF SITE FORCE MAIN & GRAVITY SEWER
FORCE MAIN A

RELEASED | 01c-8p02-50.dwg | SHEET
SCALE | H-T=5' | V-T=1'0" | 300C106



GENERAL NOTES
1. SEE NOTES ON SHEET 003008 AND 003011.

HDR
 HDR
 14661 HOLMES ROAD, SUITE 600
 AVONDALE CITY, MO 64131
 816-234-8500

DATE	DESCRIPTION
0	

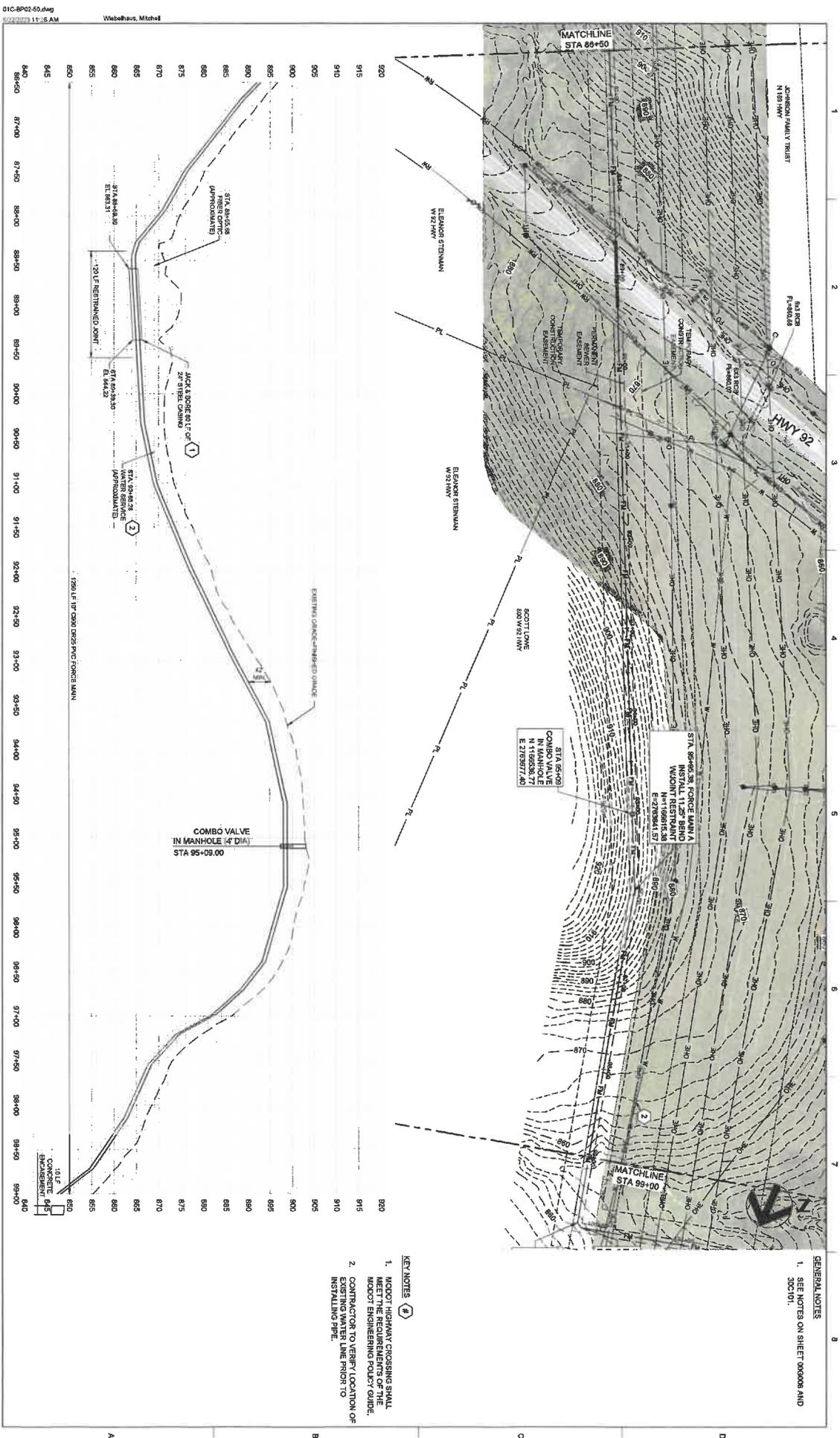
PROJECT MANAGER	ARCHITECT/ENGINEER
CON: M. WILSON	M. WILSON
PROCESSES: D. WILSON	D. WILSON
STRUCTURAL: C. DICK	C. DICK
ELECTRICAL: C. DICK	C. DICK
MECHANICAL: C. DICK	C. DICK
PRODUCT NUMBER	1032296

SMITHVILLE
 CITY OF SMITHVILLE, MISSOURI
 14TH STREET PUMP STATION
 AND BYPASS FORCE MAIN

OFF SITE FORCE MAIN & GRAVITY SEWER
 FORCE MAIN A

SCALE: HORIZONTAL 1" = 20' VERTICAL 1" = 10'

SHEET 30C-107



GENERAL NOTES
1. SEE NOTES ON SHEET 300B8 AND 300C11.

KEY NOTES
1. MODOT HIGHWAY CROSSINGS SHALL MEET THE REQUIREMENTS OF THE MODOT ENGINEERING POLICY GUIDE.
2. CONTRACTOR TO VERIFY LOCATION OF EXISTING WATER LINE PRIOR TO INSTALLING PIPE.

ISSUE DATE	DESCRIPTION
0	

PROJECT MANAGER	ARCHITECT/ENGINEER
MICHAEL WIEBEHAUS	HDR
PROJ. NO.	CLIENT
144TH STREET	CITY OF SMITHVILLE
PROJ. NAME	PROJ. LOCATION
FORCE MAIN A	144TH STREET
DESIGNER	CHECKER
K. NEWPORT	D. WISEMAN
APPROVER	DATE
C. DAVY	01/23/2025
PRODUCT NUMBER	1023298

CITY OF SMITHVILLE, MISSOURI
144TH STREET PUMP STATION
AND BYPASS FORCE MAIN

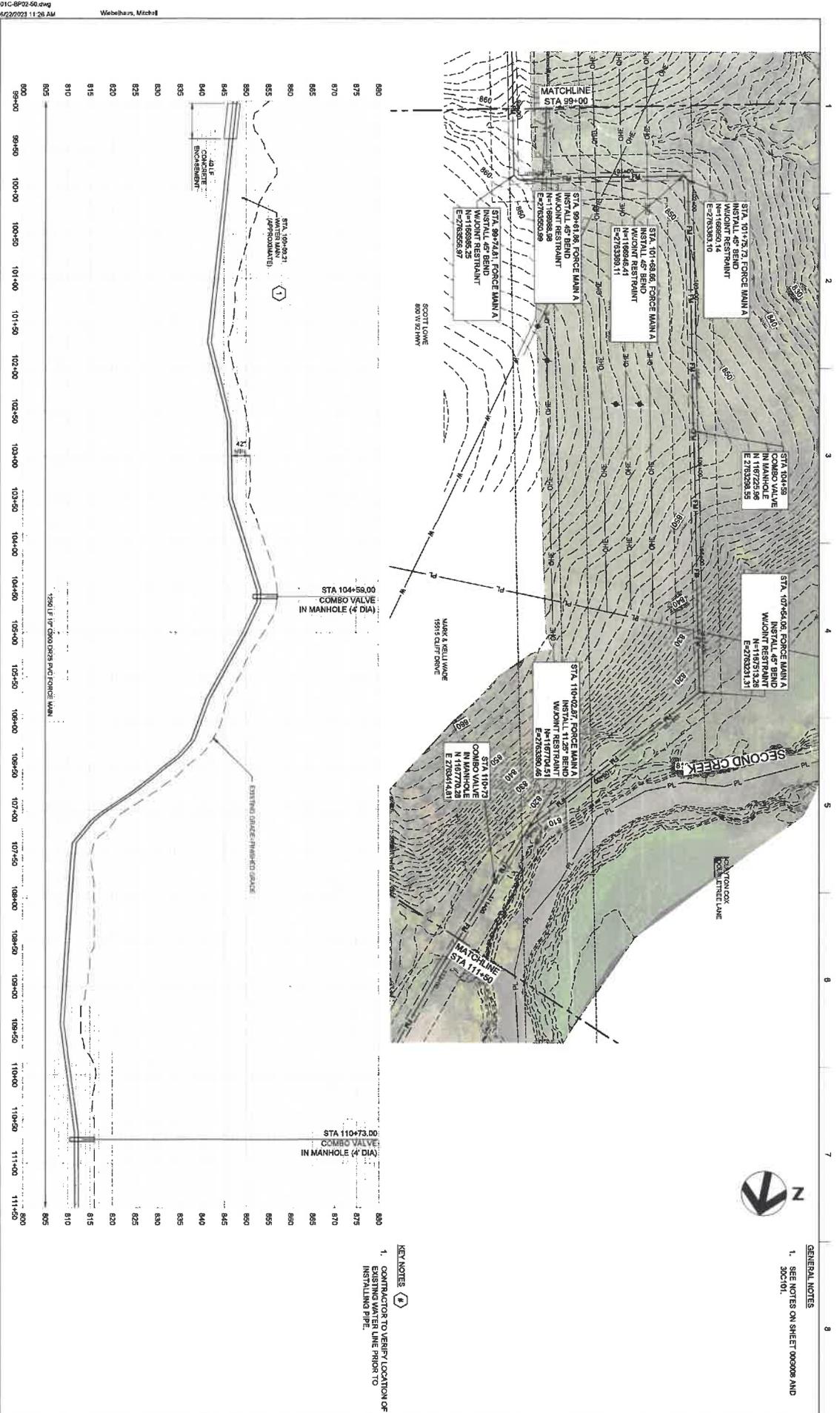
OFF SITE FORCE MAIN & GRAVITY SEWER
FORCE MAIN A

SCALE: HORIZONTAL 1"=50' VERTICAL 1"=10'

300C108



HDR
HEADQUARTERS
14000 HOLDS ROAD, SUITE 600
ANN ARBOR, MI 48106
PH: 734.769.2000



GENERAL NOTES
1. SEE NOTES ON SHEET 009008 AND SECTION.

KEY NOTES
1. CONTRACTOR TO VERIFY LOCATION OF EXISTING WATER LINE PRIOR TO INSTALLING PIPE.

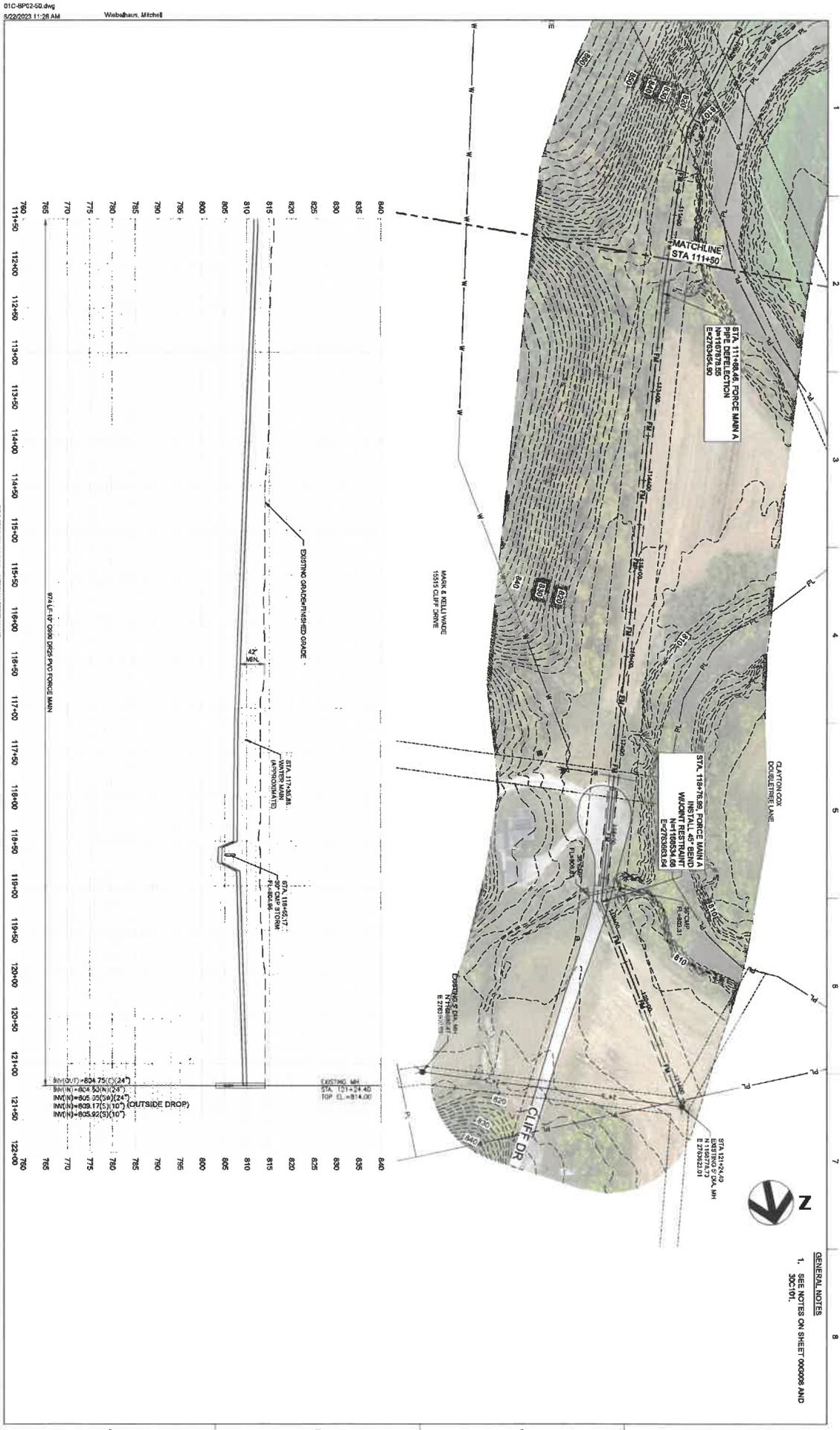
HDR
HEADQUARTERS
1500 KOLMER ROAD, SUITE 800
ANN ARBOR, MI 48103
734-995-2500

ISSUE DATE	DESCRIPTION
0	

PROJECT NUMBER	1002038
PROJECT MANAGER	MICHAEL J. HARRIS
DESIGNER	M. HARRIS
PROJECT ENGINEER	K. WILSON
STRUCTURAL	S. HARRIS
ELECTRICAL	C. HARRIS
MECHANICAL	C. HARRIS

SMITHVILLE
CITY OF SMITHVILLE, MISSOURI
144TH STREET PUMP STATION
AND BYPASS FORCE MAIN

OFF SITE FORCE MAIN & GRAVITY SEWER
FORCE MAIN A
PLAN SCALE: HORIZONTAL 1"=50' VERTICAL 1"=10'
SHEET 30C109



GENERAL NOTES
1. SEE NOTES ON SHEET 000908 AND 300C101.

HDR
NORTH MISSOURI CENTRAL
1400 HOWLAND ROAD, ST. LOUIS, MO 63103
314.996.0000

ISSUE DATE	DESCRIPTION
0	

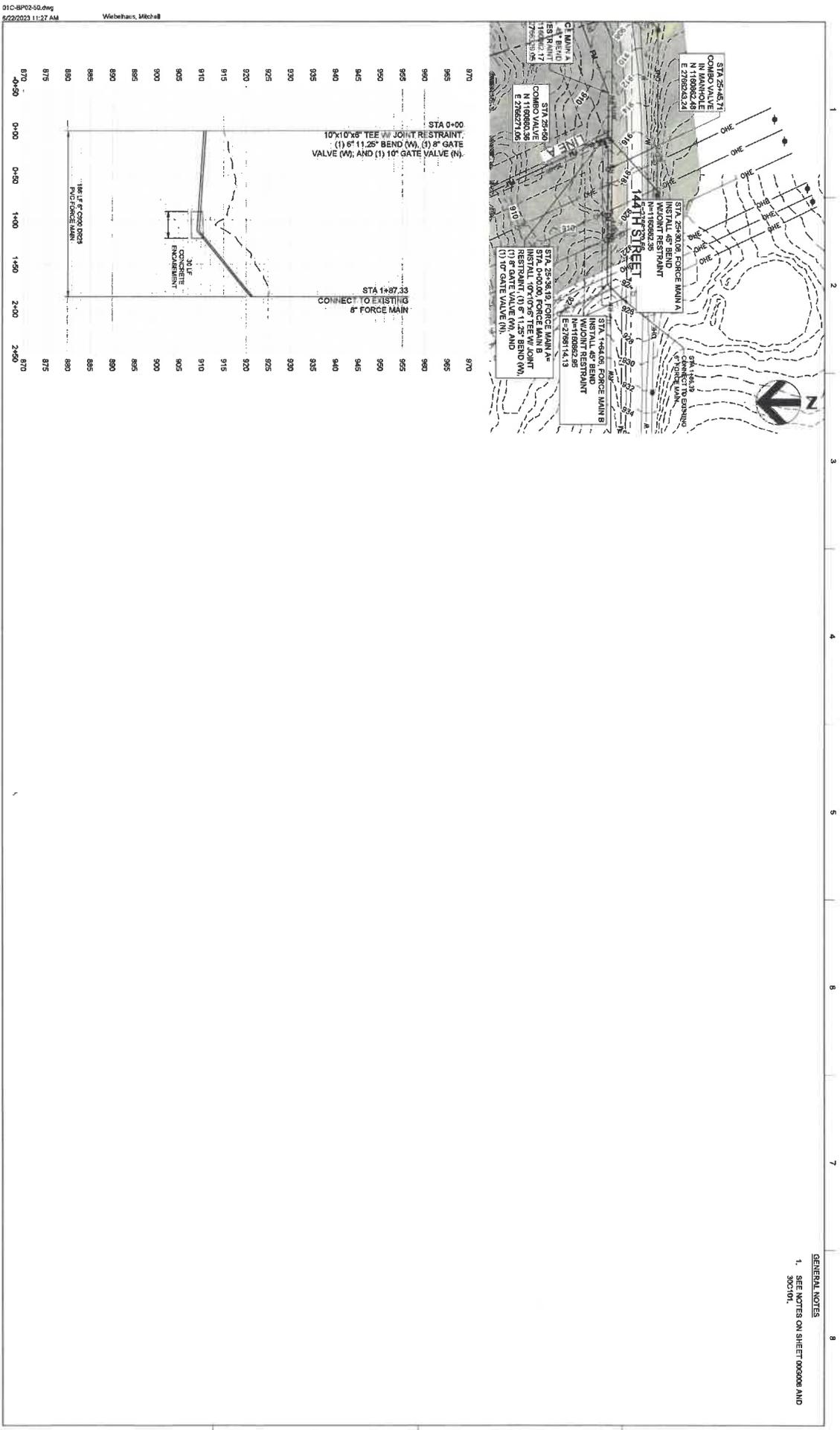
PROJECT NUMBER	10320295
CIVIL	M. AMERSON
PROJECTS	K. NEWPORT
STRUCTURAL	D. WASSERMAN
ELECTRICAL	E. CHAFF
MECHANICAL	C. DUDY

CITY OF SMITHVILLE
144TH STREET PUMP STATION
AND BYPASS FORCE MAIN

OFF SITE FORCE MAIN & GRAVITY SEWER
FORCE MAIN A

SCALE: HORIZONTAL 1"=50' VERTICAL 1"=10'

SHEET 300C110



GENERAL NOTES
 1. SEE NOTES ON SHEET 0093008 AND 300201.

01C-8P02-50.dwg
 5/22/2023 11:27 AM
 Weberhars, Michael

HDR
 HEADQUARTERS
 1450 HOUSTON ROAD, SUITE 800
 HOUSTON, TEXAS 77058
 281.416.4000

ISSUE DATE	DESCRIPTION
0	

PROJECT MANAGER	MICHAEL WEBERHARS
CHECKED	MICHAEL WEBERHARS
DESIGNED	MICHAEL WEBERHARS
PROJECT NUMBER	10302036

CITY OF SMITHVILLE, MISSOURI
 144TH STREET PUMP STATION
 AND BYPASS FORCE MAIN

OFF SITE FORCE MAIN & GRAVITY SEWER
 FORCE MAIN B

SCALE: HORIZONTAL = 1" = 50', VERTICAL = 1" = 10'

PLANNING 01C-8P02-50.dwg SHEET 300201