



## 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.

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**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 144<sup>th</sup> 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:**

- |                                                                    |                                                                        |
|--------------------------------------------------------------------|------------------------------------------------------------------------|
| <input type="checkbox"/> Ordinance                                 | <input checked="" type="checkbox"/> Contract – Encroachment Agreements |
| <input checked="" type="checkbox"/> Resolution                     | <input type="checkbox"/> Plans                                         |
| <input type="checkbox"/> Staff Report                              | <input type="checkbox"/> Minutes                                       |
| <input checked="" type="checkbox"/> Other: Staff Memo and Proposal |                                                                        |

## **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 144<sup>th</sup> 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 18<sup>th</sup> day of July, 2023.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

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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**  
**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 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.

<b><u>Line Voltage</u></b>	<b><u>Clearance Requirement</u></b>
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<b>69 kV</b>	<b>15.0 FEET (In all directions and at all times)</b>
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<b>115 - 161kV</b>	<b>20.0 FEET (In all directions and at all times)</b>
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<b>230 - 345kV</b>	<b>25.0 FEET (In all directions and at all times)</b>
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### **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



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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

*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 Metro, Inc., a Missouri 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**  
**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

160' KCPL  
ELEC. ESMT.  
BK 938 PG 418

PROPOSED  
FORCE MAIN

PROPOSED  
SEWER  
EASEMENT

N25°16'42"W  
2023.14'

N89°47'31"W  
171.71'

RW  
P.O.T.

PROPOSED  
FORCE MAIN

S89°47'31"E  
1080.89'

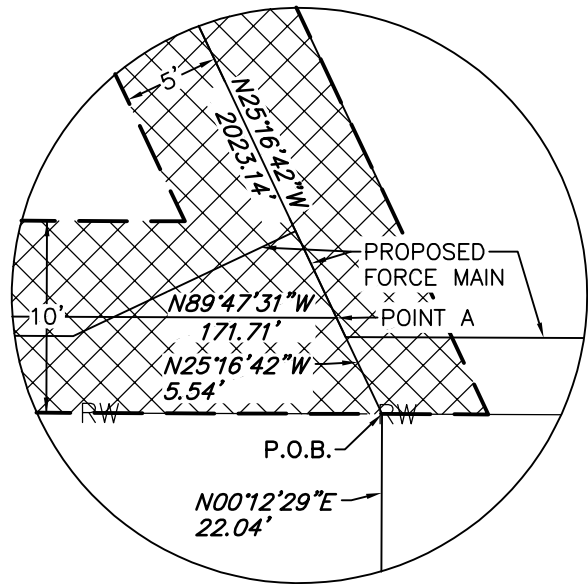
144TH ST

SEE DETAIL A  
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



DETAIL A  
SCALE: 1"=10'

SW 1/4  
SEC. 35-T53N-R33W



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

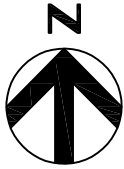
### EXHIBIT "A" EVERGY EASEMENT ENCUMBRANCE



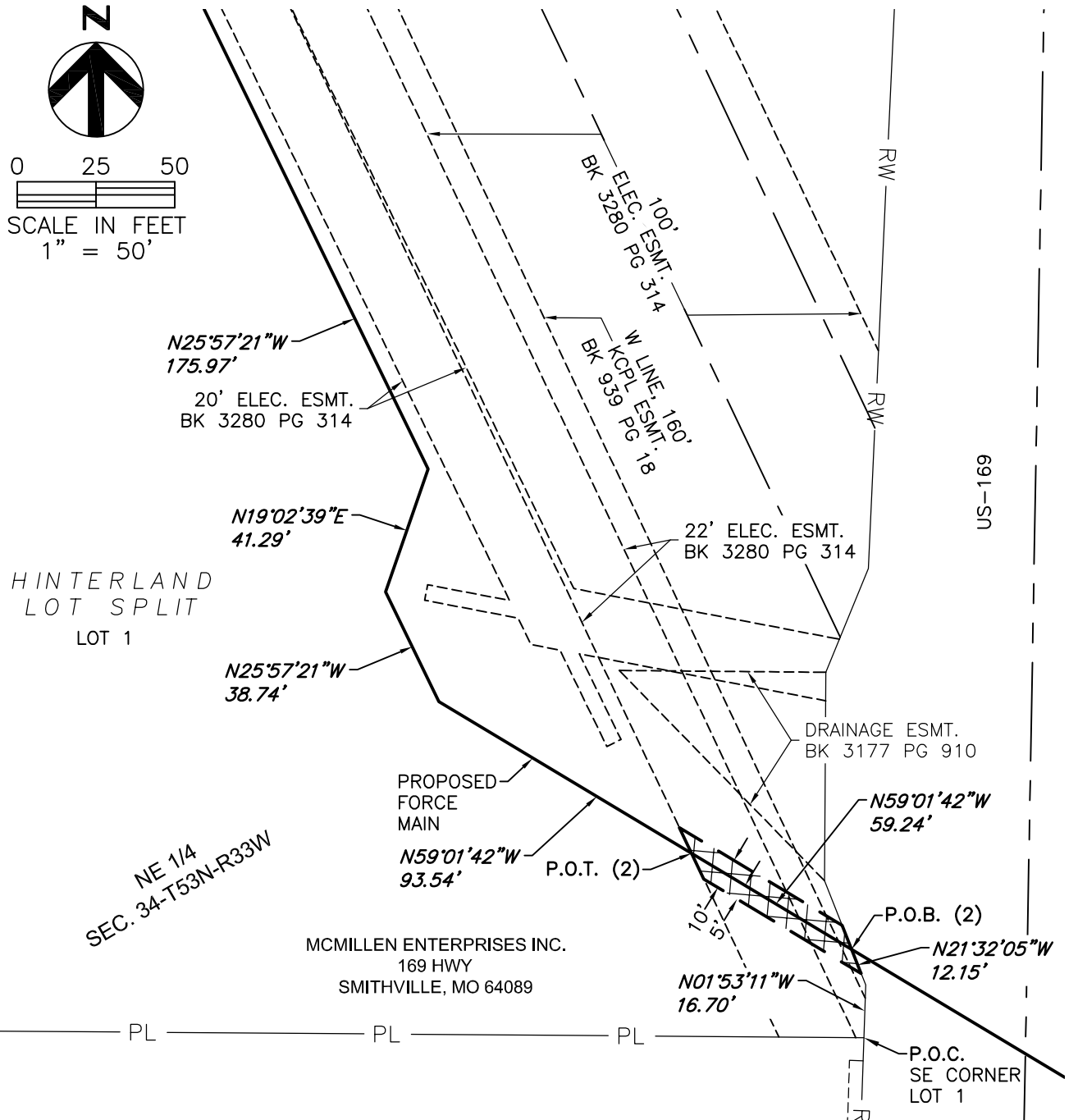
107 WEST MAIN ST  
SMITHVILLE, MO 64089

1  
OF  
15  
TBS  
JRY





0 25 50  
SCALE IN FEET  
1" = 50'



#### 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

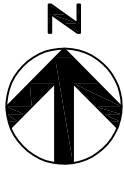
#### EXHIBIT "A" EVERGY EASEMENT ENCUMBRANCE



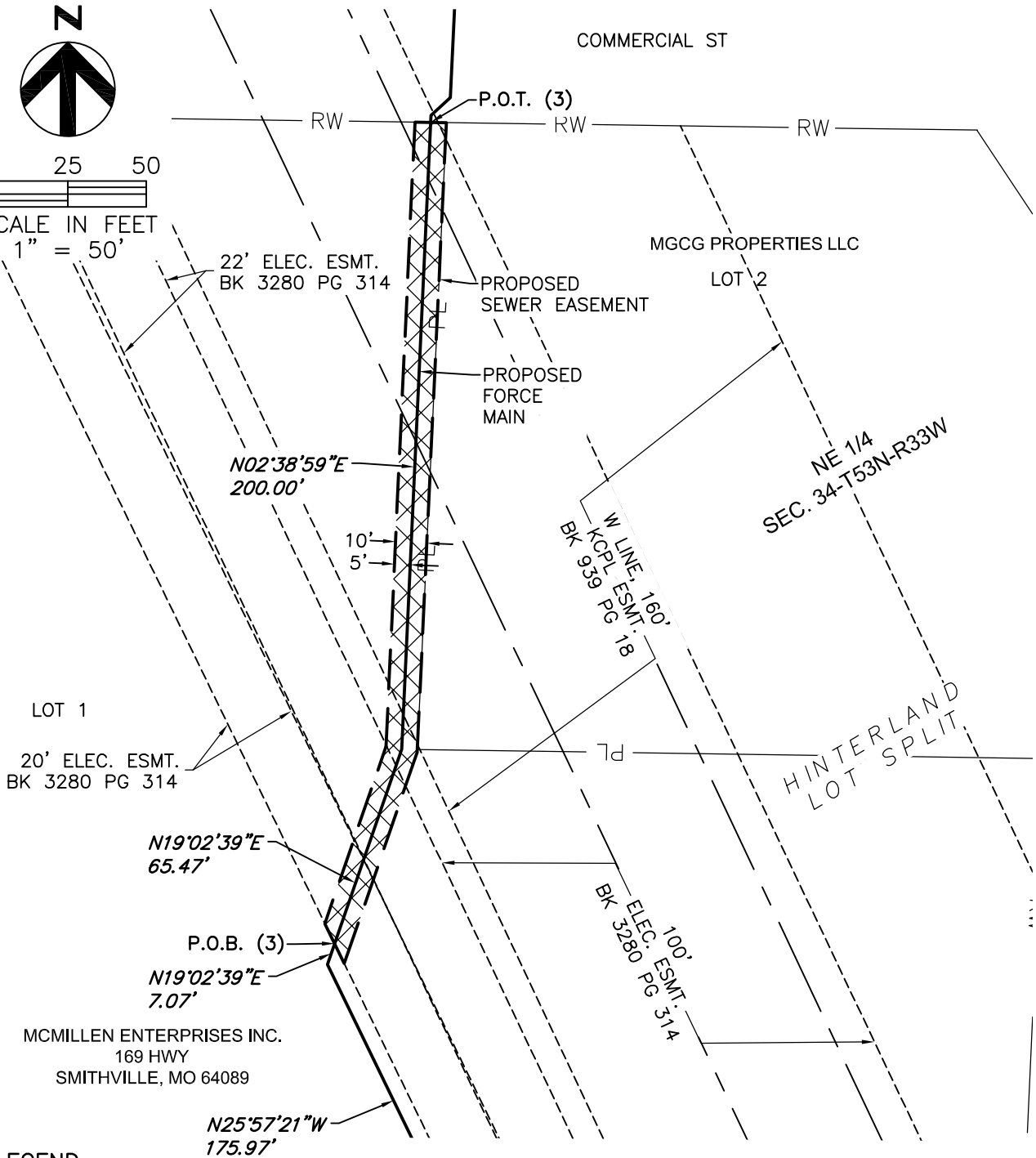
107 WEST MAIN ST  
SMITHVILLE, MO 64089

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

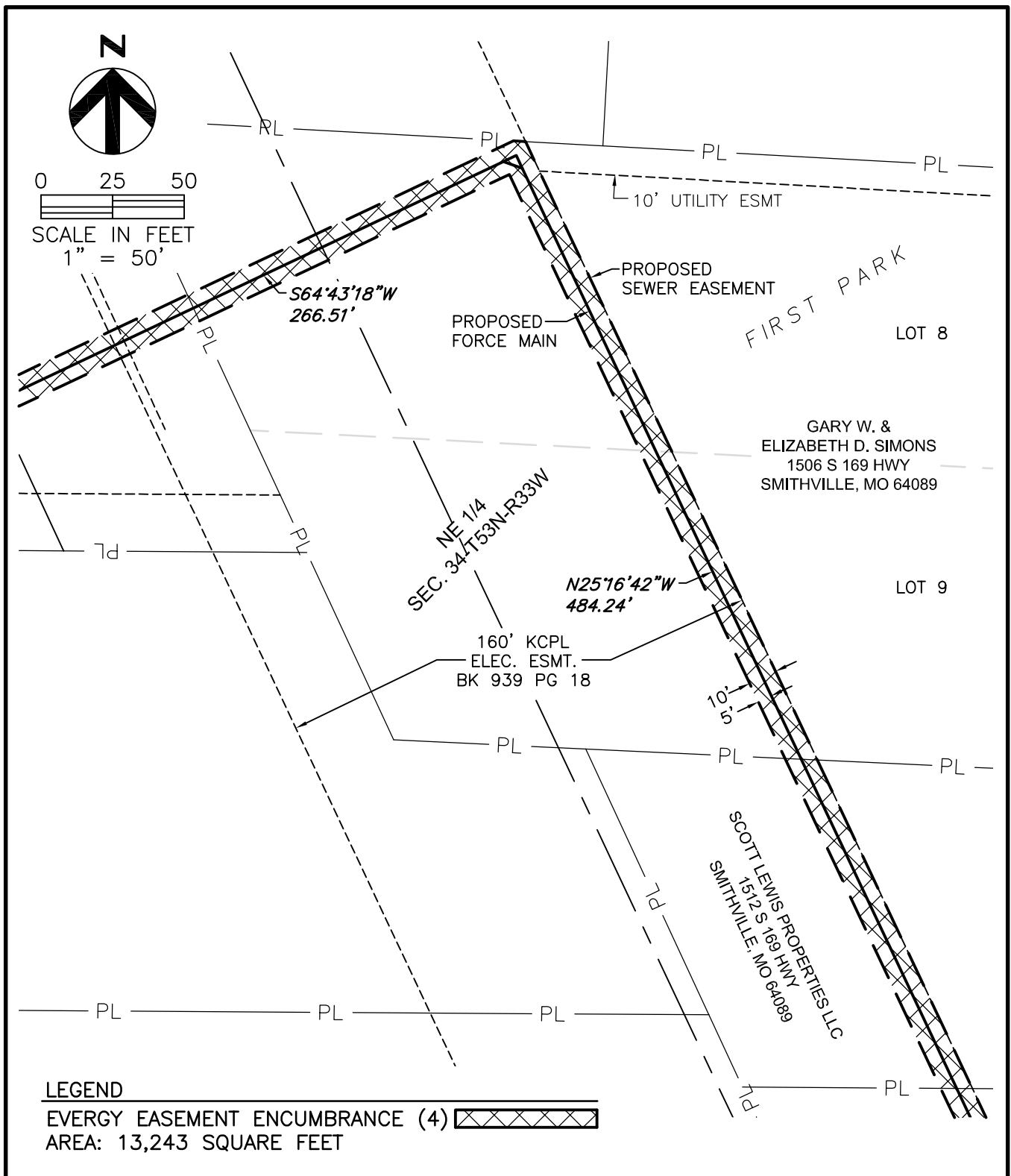
#### EXHIBIT "A" EVERGY EASEMENT ENCUMBRANCE



107 WEST MAIN ST  
SMITHVILLE, MO 64089

4  
OF  
15  
TBS  
JRY





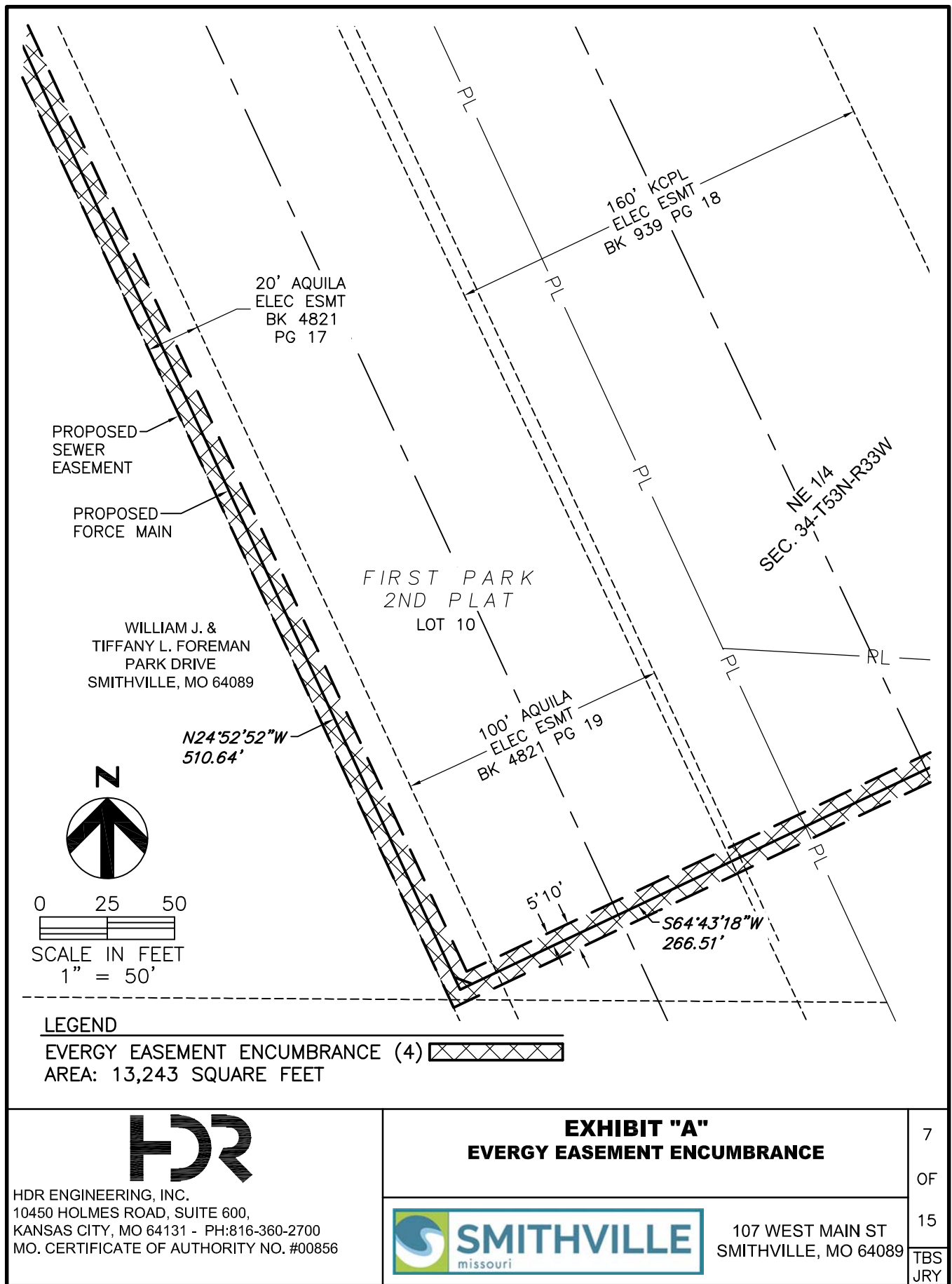
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 KANSAS CITY, MO 64131 - PH:816-360-2700  
 MO. CERTIFICATE OF AUTHORITY NO. #00856

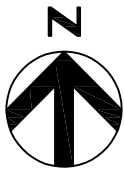
**EXHIBIT "A"**  
**EVERGY EASEMENT ENCUMBRANCE**



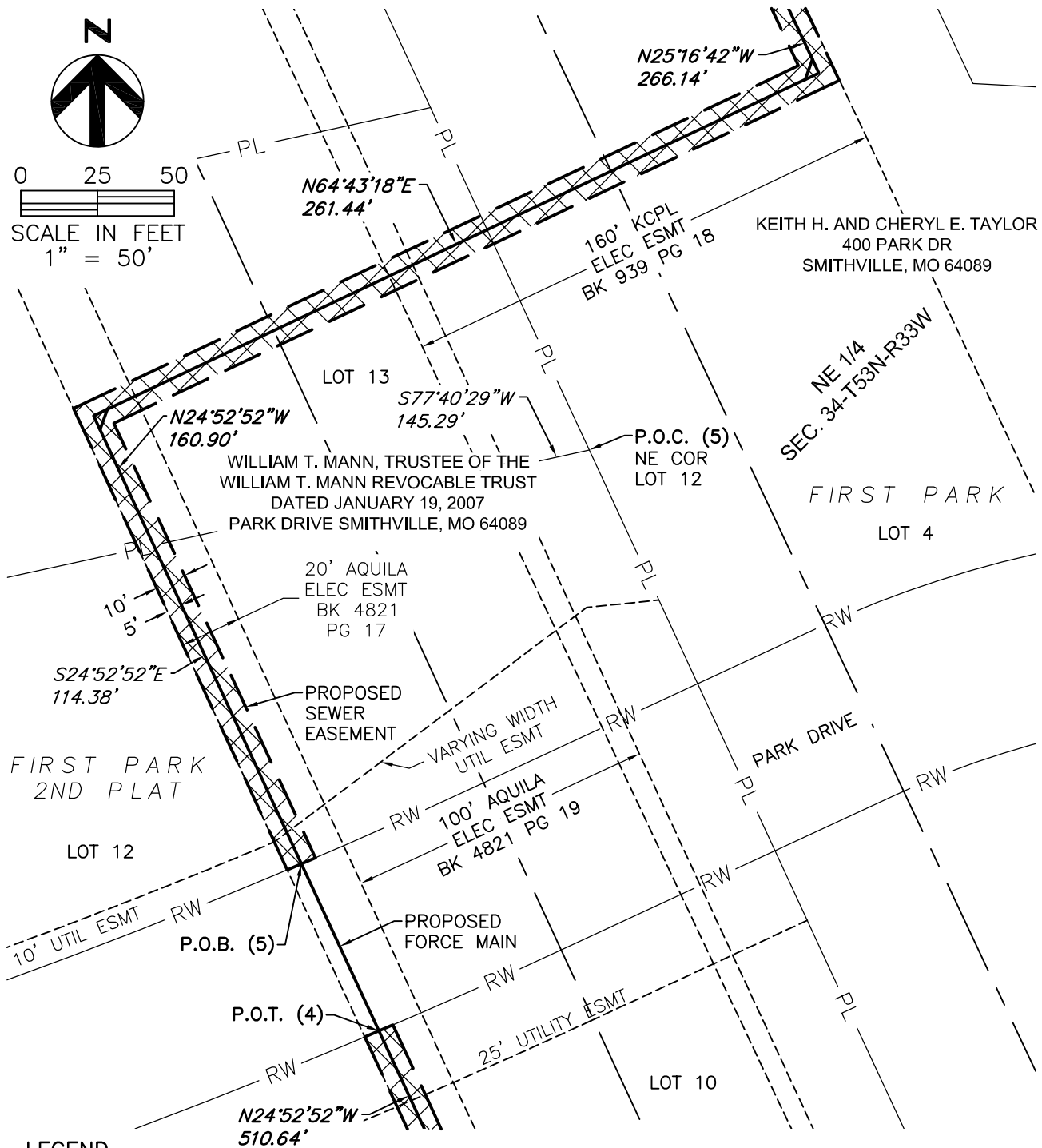
107 WEST MAIN ST  
 SMITHVILLE, MO 64089

6  
 OF  
 15  
 TBS  
 JRY





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

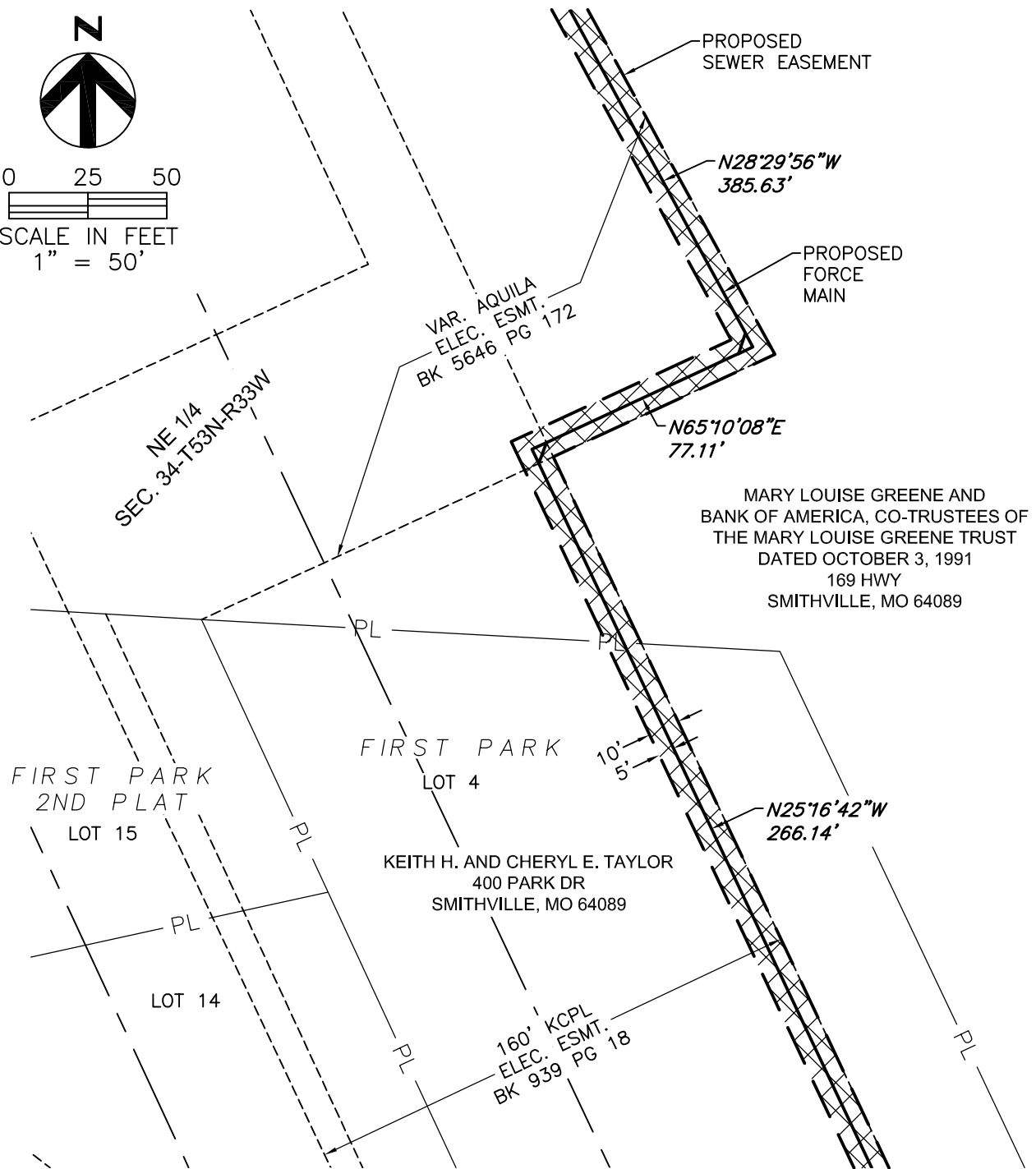


107 WEST MAIN ST  
SMITHVILLE, MO 64089

8  
OF  
15  
TBS  
JRY



0 25 50  
SCALE IN FEET  
1" = 50'



**LEGEND**

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



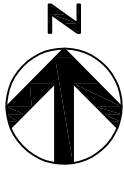
HDR ENGINEERING, INC.  
10450 HOLMES ROAD, SUITE 600,  
KANSAS CITY, MO 64131 - PH:816-360-2700  
MO. CERTIFICATE OF AUTHORITY NO. #00856

**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.  
PG 539  
BK 539

PROPOSED  
FORCE  
MAIN

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

N24°49'44"W  
754.90'

PROPOSED  
SEWER EASEMENT

N28°29'56"W  
385.63'

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

#### LEGEND

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



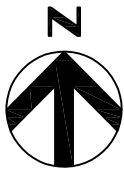
HDR ENGINEERING, INC.  
10450 HOLMES ROAD, SUITE 600,  
KANSAS CITY, MO 64131 - PH:816-360-2700  
MO. CERTIFICATE OF AUTHORITY NO. #00856

#### EXHIBIT "A" EVERGY EASEMENT ENCUMBRANCE

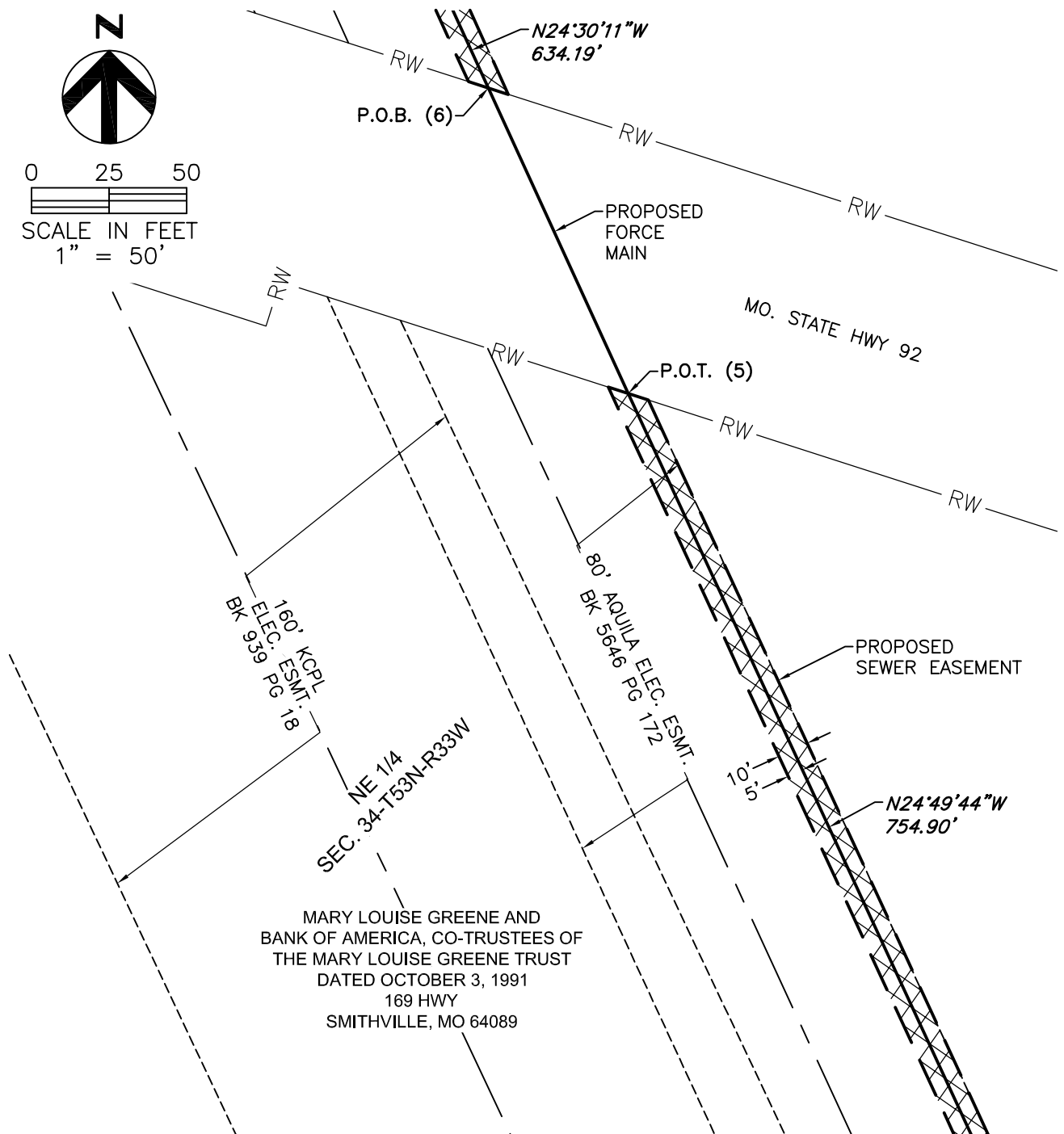


107 WEST MAIN ST  
SMITHVILLE, MO 64089

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

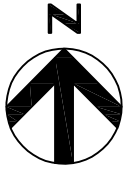


107 WEST MAIN ST  
SMITHVILLE, MO 64089

11  
OF  
15  
TBS  
JRY







0 25 50  
SCALE IN FEET  
1" = 50'

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



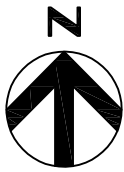
HDR ENGINEERING, INC.  
10450 HOLMES ROAD, SUITE 600,  
KANSAS CITY, MO 64131 - PH:816-360-2700  
MO. CERTIFICATE OF AUTHORITY NO. #00856

#### EXHIBIT "A" EVERGY EASEMENT ENCUMBRANCE

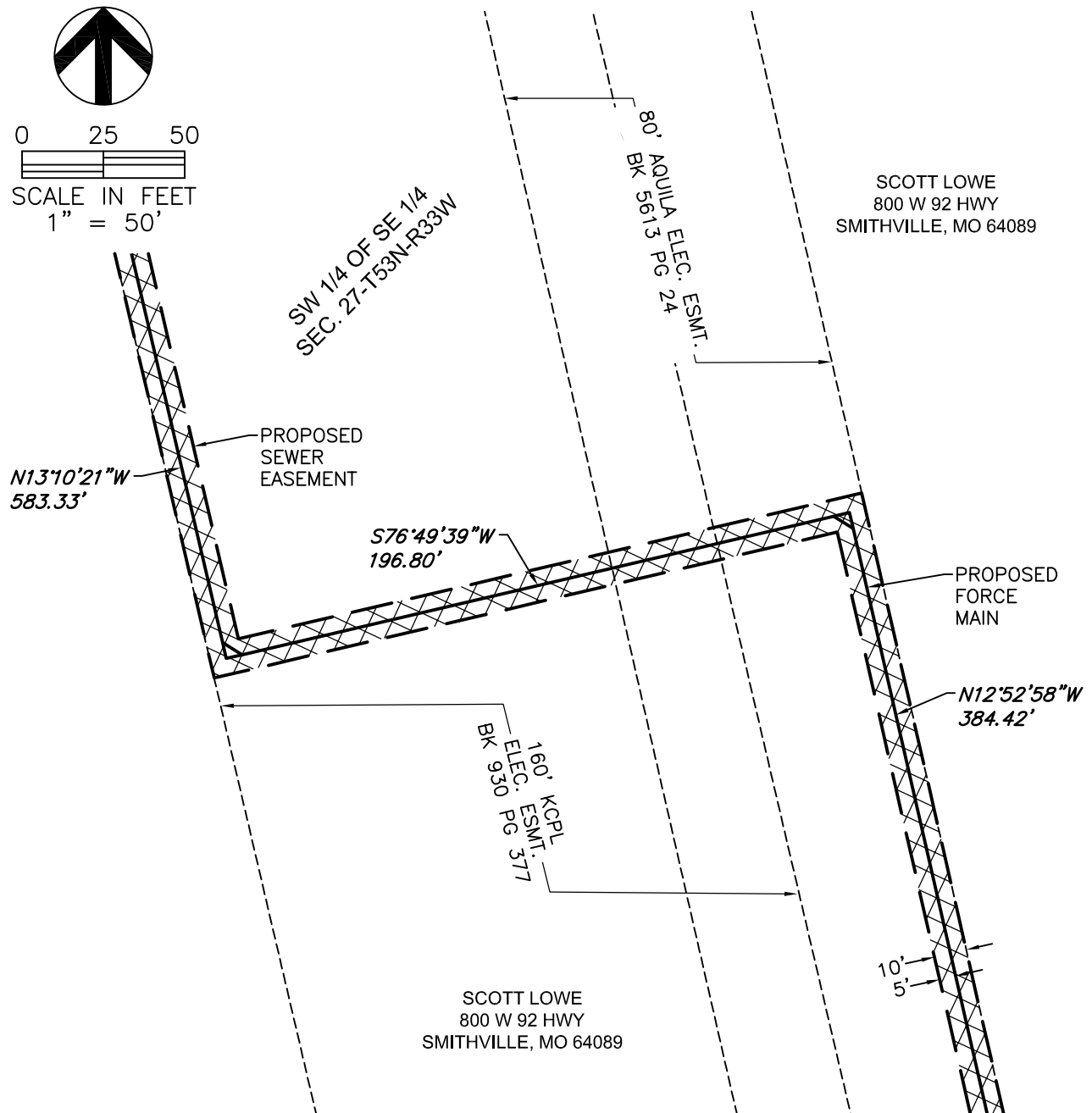


107 WEST MAIN ST  
SMITHVILLE, MO 64089

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

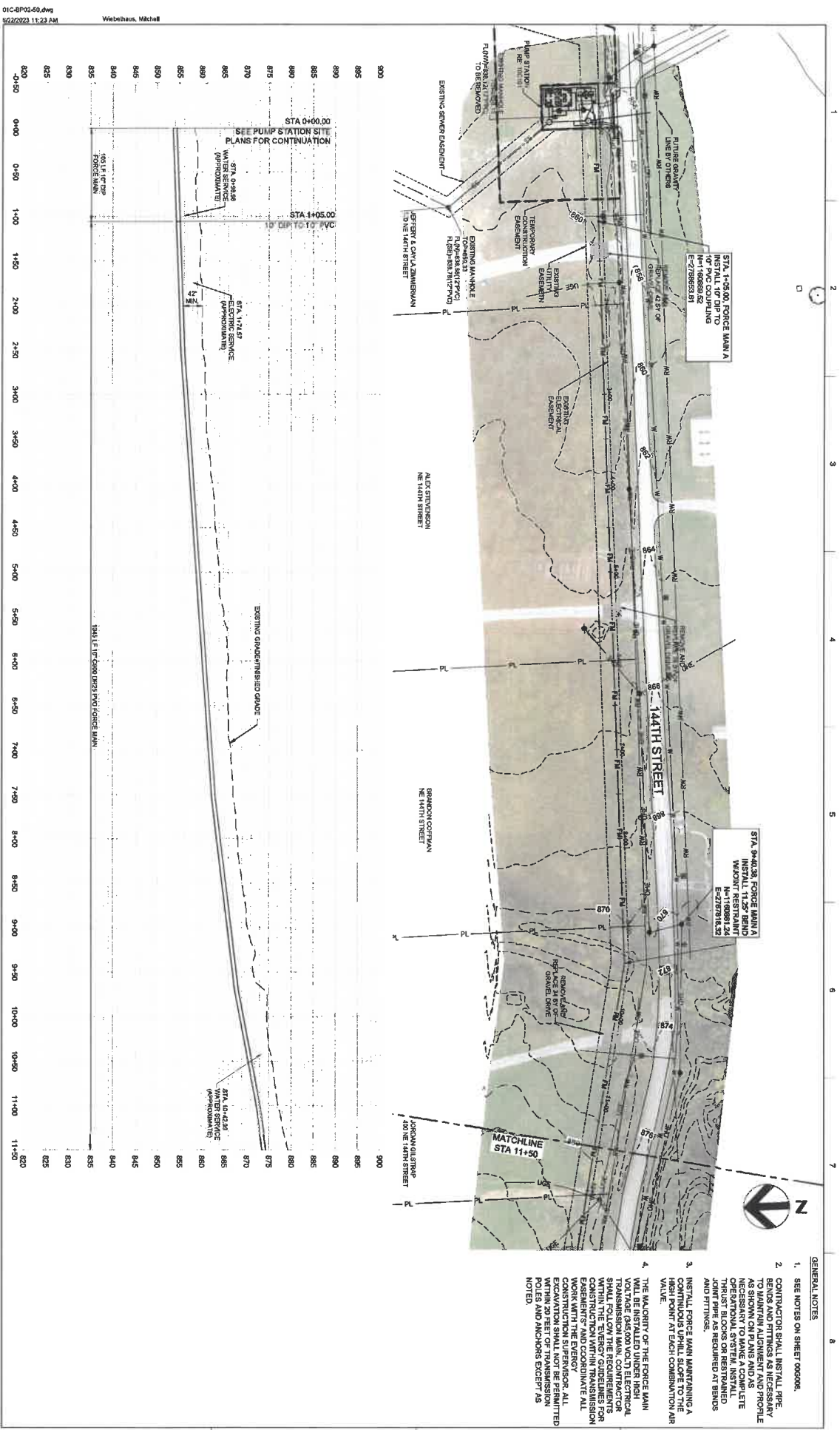
#### EXHIBIT "A" EVERGY EASEMENT ENCUMBRANCE



107 WEST MAIN ST  
SMITHVILLE, MO 64089

14  
OF  
15  
TBS  
JRY







100% DESIGN  
100% CONSTRUCTION  
100% OPERATION & MAINTENANCE  
100% CLOSEOUT

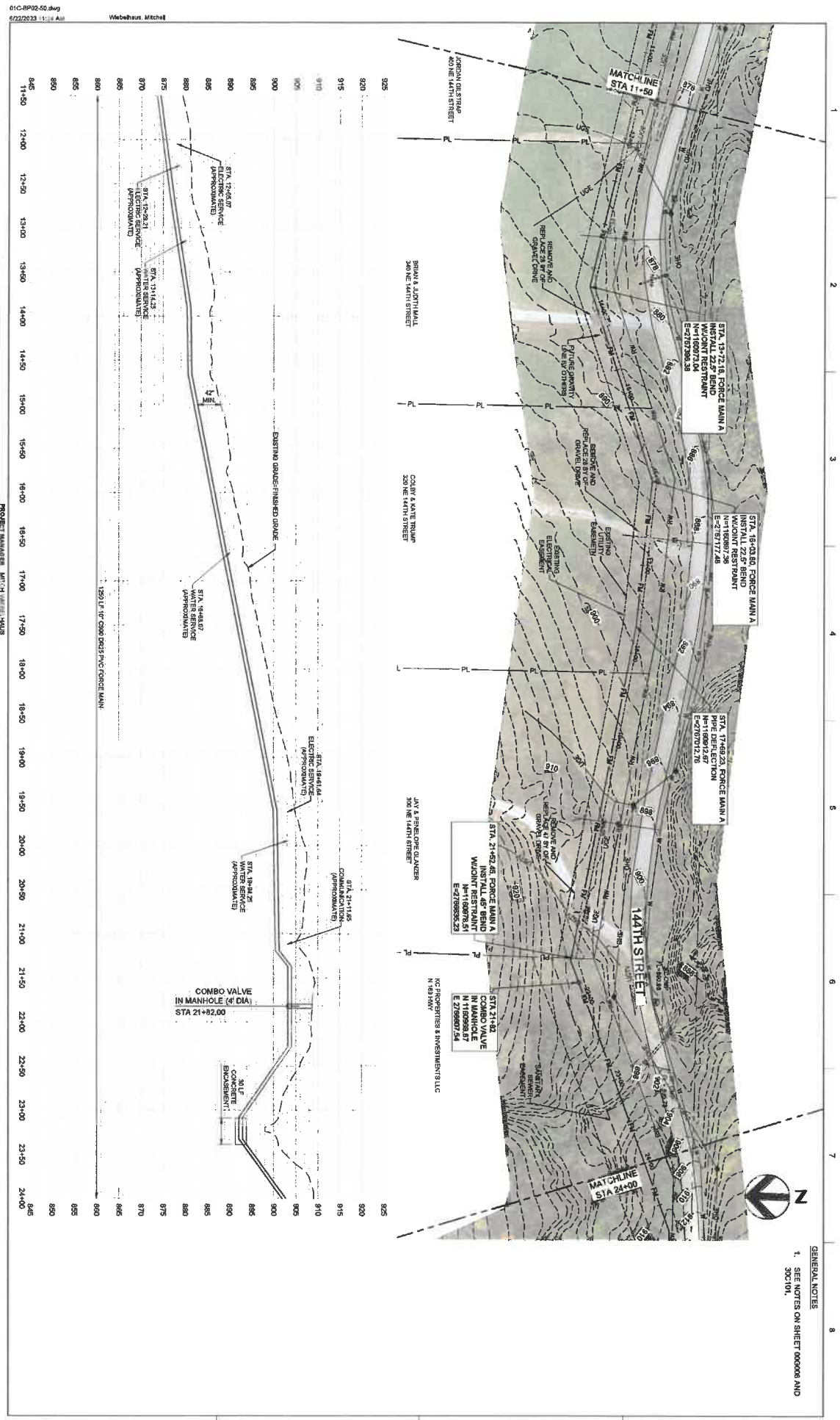
PROJECT MANAGER  
PROJECT ENGINEER  
PROJECT SUPERVISOR  
PROJECT INSPECTOR  
PROJECT QUALITY CONTROL  
PROJECT SAFETY

PROJECT NUMBER  
102205

OFF SITE FORCE MAIN & GRAVITY SEWER  
FORCE MAIN A

SCALE  
1" = 50'

SHEET  
30C101



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

H2R  
HOBAS CONSTRUCTION  
1400 HOBAS ROAD, SUITE 600  
MILWAUKEE, WI 53211

ISSUE	DATE	DESCRIPTION
0		

PROJECT MANAGER: JEFFREY J. WILSON  
DESIGNER: K. WILSON  
ELECTRICIAN: C. DUDY  
CITY OF SMITHVILLE, MISSOURI  
144TH STREET PUMP STATION  
AND BYPASS FORCE MAIN

OFF SITE FORCE MAIN & GRAVITY SEWER  
FORCE MAIN A

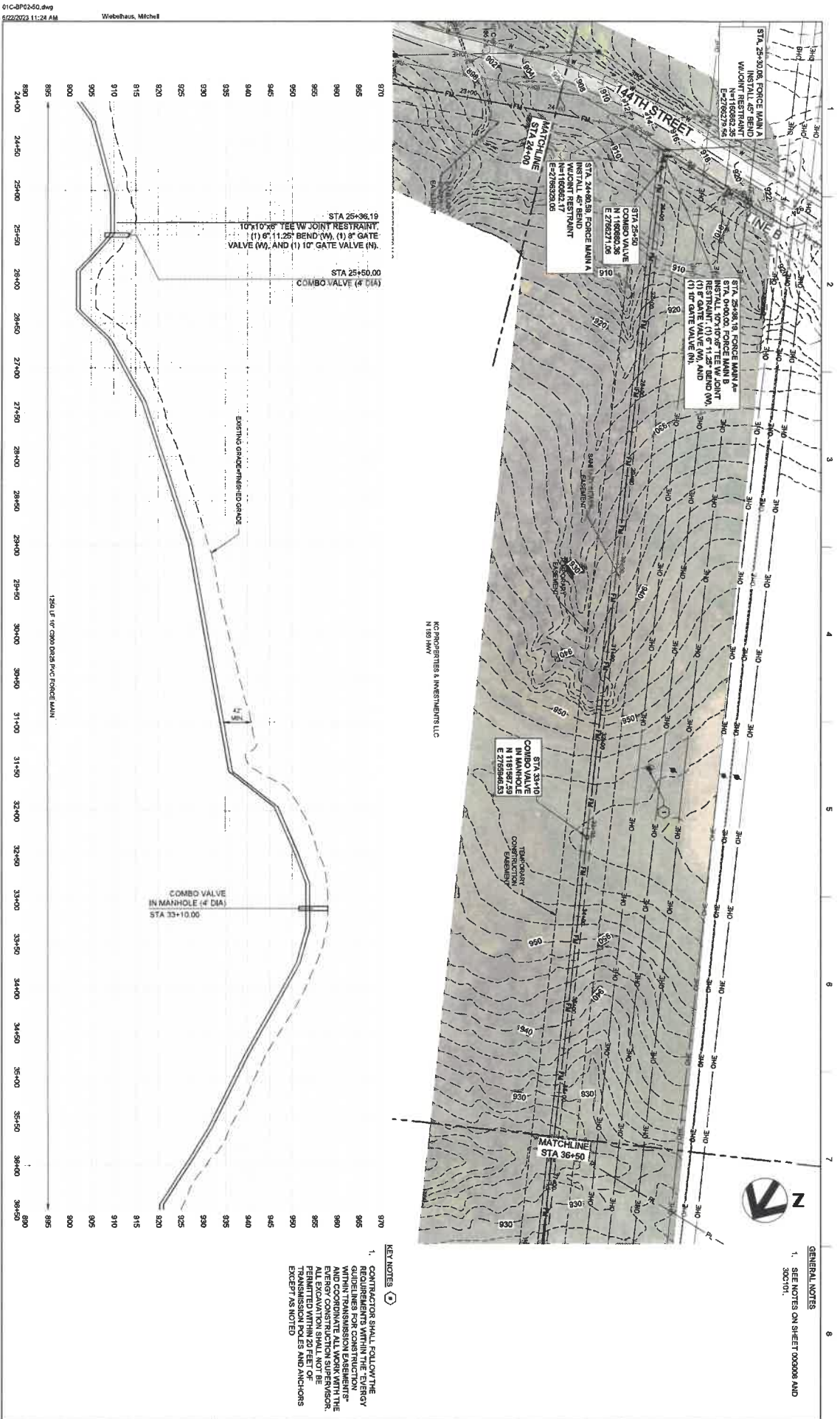
SCALE: H: 1" = 50' V: 1" = 10'

SHEET: 30C102



Exhibit C

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H2R  
1000 HOLLIS ROAD, SUITE 300  
KANSAS CITY, MO 64113  
(816) 261-0200

ISSUE	DATE	DESCRIPTION
0		

PROJECT NUMBER	1028295
PROJECT MANAGER	WILLIAM W. WILSON
DESIGNER	K. WILSON
STRUCTURAL	D. WILSON
ELECTRICAL	C. DICK
MECHANICAL	C. DICK

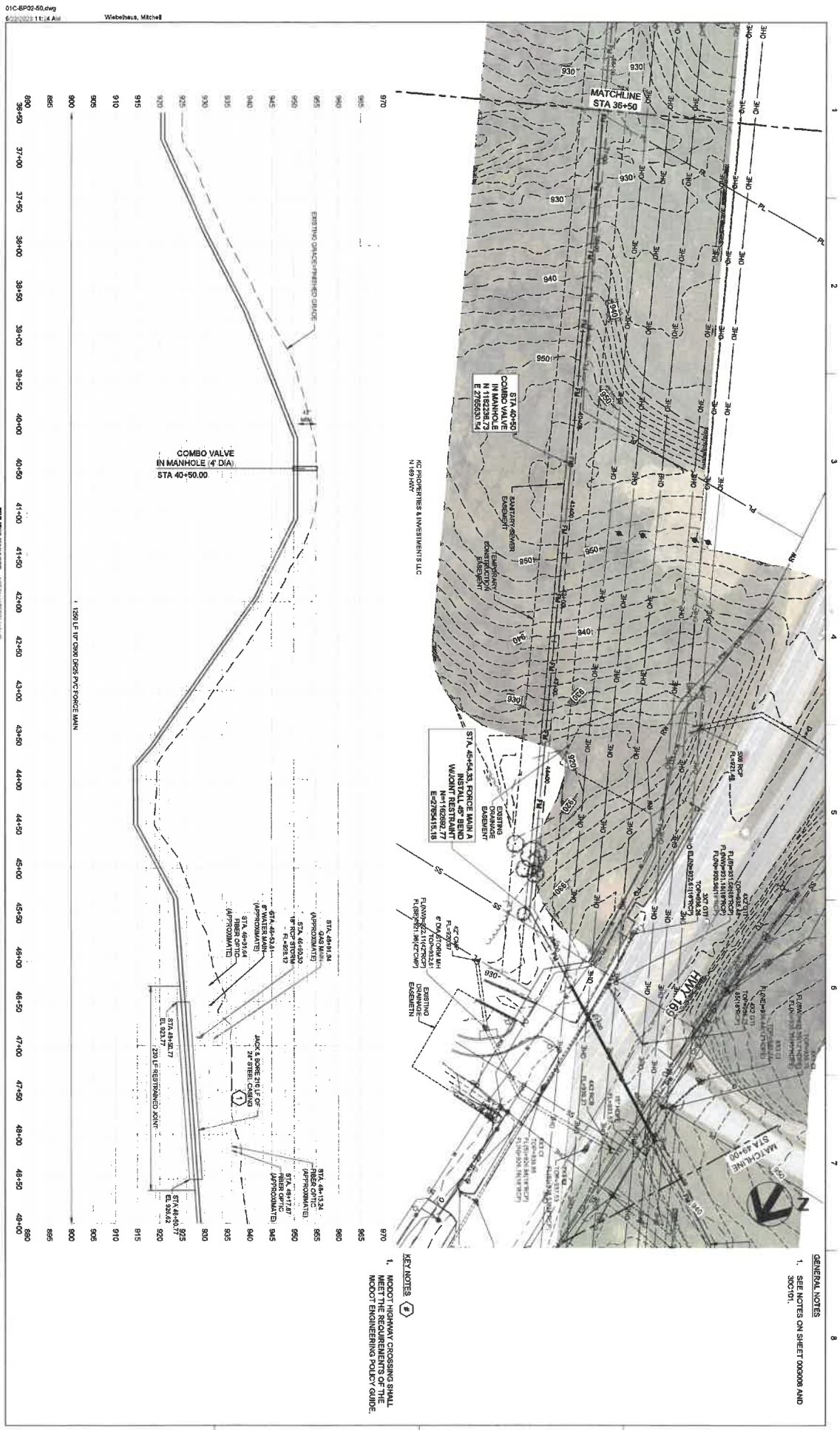
CITY OF SMITHVILLE  
14TH STREET PUMP STATION  
AND BYPASS FORCE MAIN



SCALE  
1" = 10'

SHEET  
30C103







10550 HO LANE ROAD, SUITE 600  
BIRMGHAM, AL 35243  
858-993-2200

ISSUE	DATE	DESCRIPTION
6		

PROJECT MANAGER: N. WILSON

PROCESS: K. NEWPORT

STRUCTURAL: D. WILSON

ELECTRICAL: C. DUDY

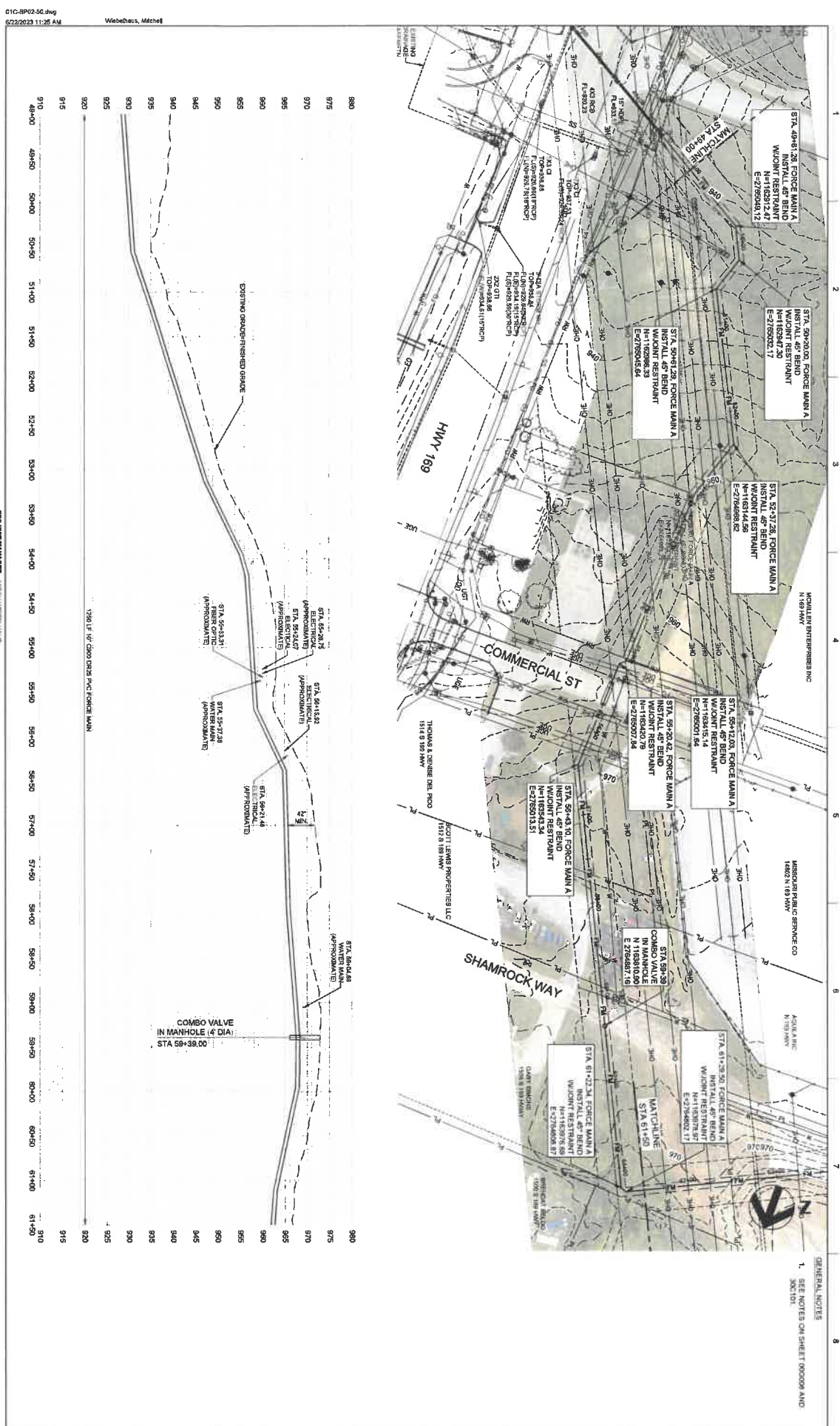
MECHANICAL: C. DUDY

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

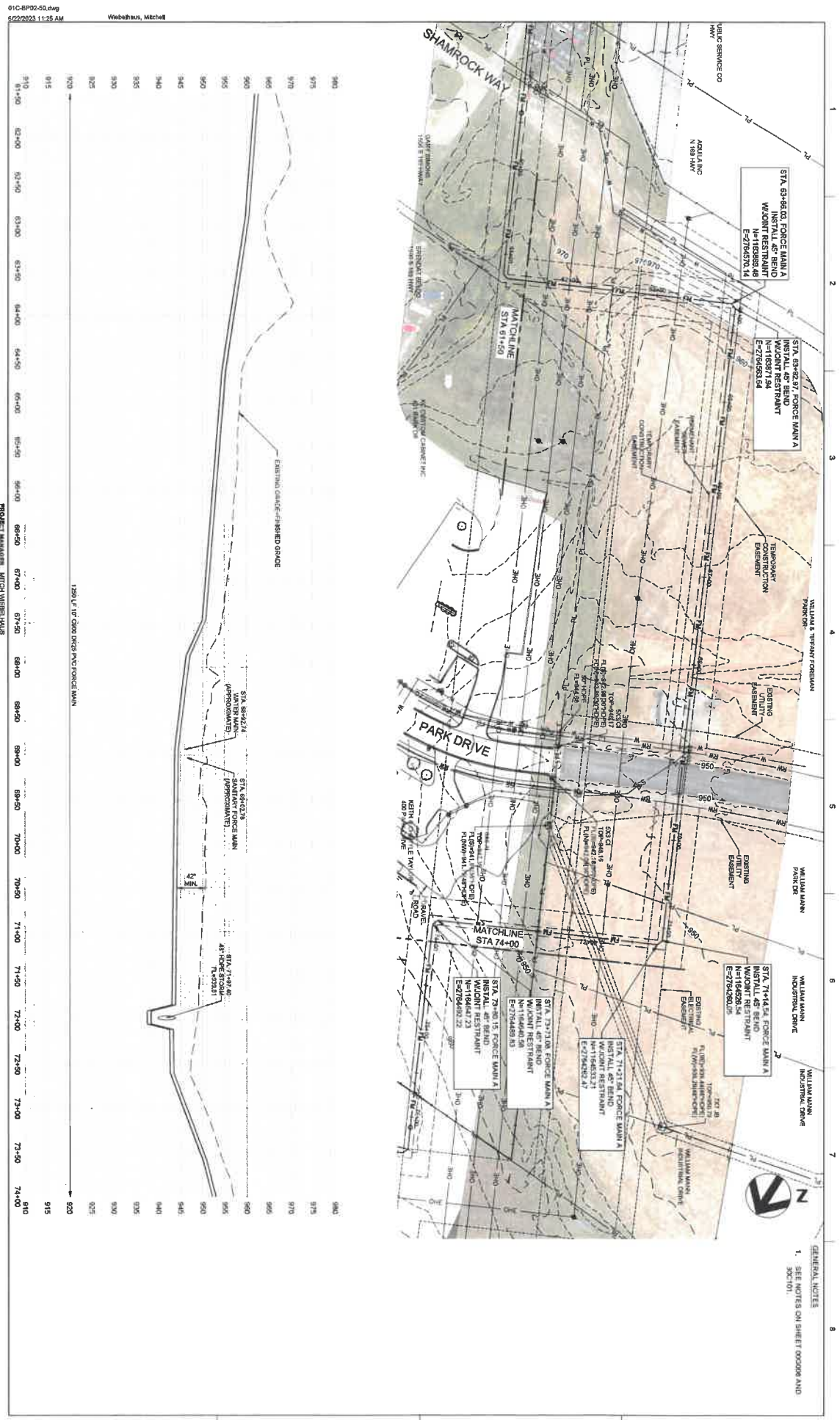
OFF SITE FORCE MAIN & GRAVITY SEWER  
FORCE MAIN A

SCALE: 1" = 50' V.T. = 10'

SHEET: 30C104









HJR  
HILLTOPS COMMUNITY OF  
AUTHORITY # 00089  
10500 HOLMES ROAD, SUITE 800  
KANSAS CITY, MO 64131  
816-999-2300

ISSUE	DATE	DESCRIPTION
0		

PROJECT MANAGER: LUTCH WIEBER-KAUF  
DESIGNER: K. WIEBER-KAUF  
ELECTRICAL: C. DALY  
MECHANICAL: C. DALY

PROJECT NUMBER: 10222096

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

OFF SITE FORCE MAIN & GRAVITY SEWER  
FORCE MAIN A

FILENAME: 01C-8P02-50.dwg  
SCALE: H.T. = 5' V.T. = 10'

SHEET: 30C106

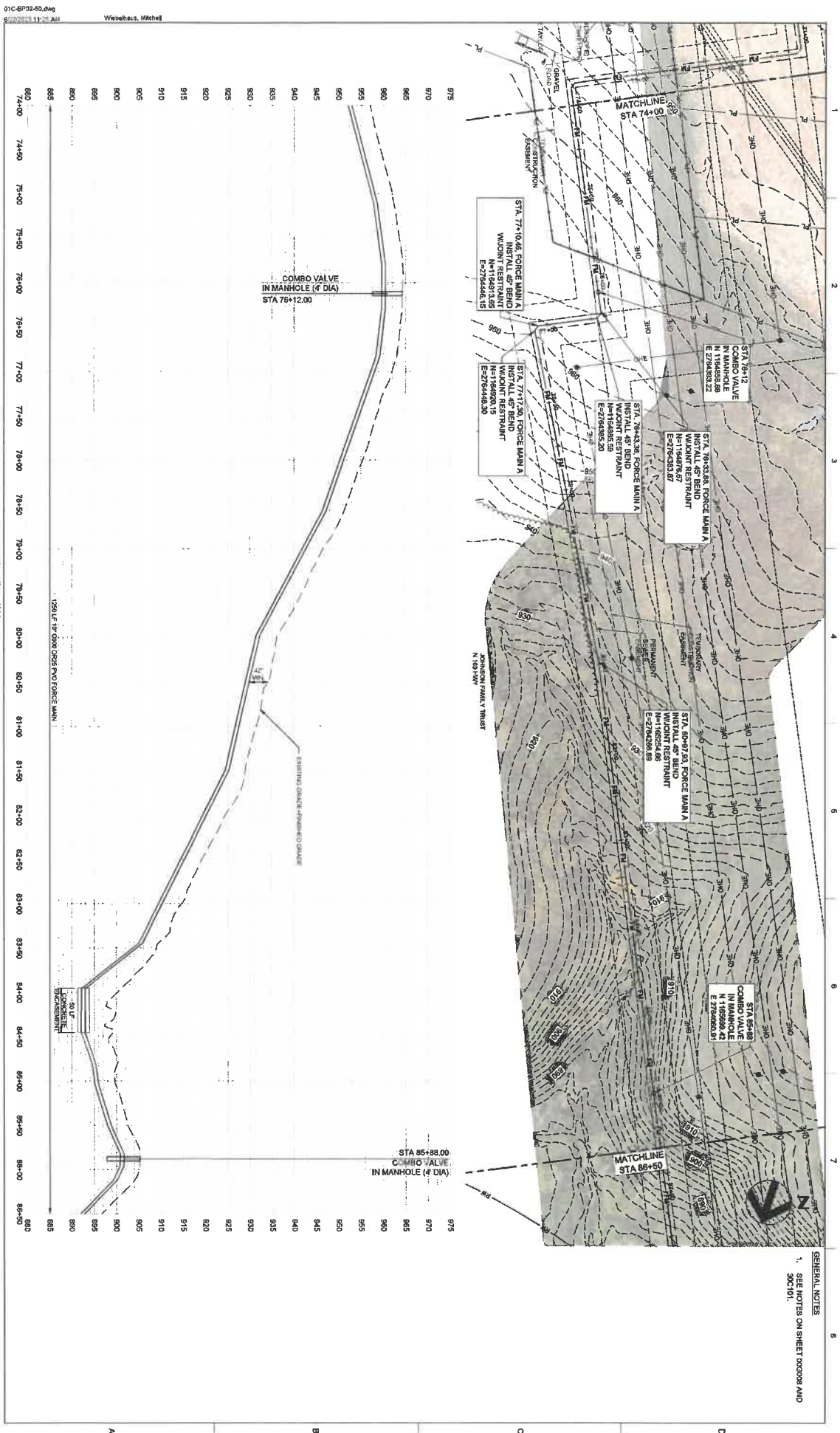
01C-8P02-50.dwg  
6/22/2023 11:25 AM

Webb@hpa, Michel

GENERAL NOTE  
1. SEE NOTES ON SHEET 000008 AND  
30C101.

# Exhibit C

## Page 7 of 11



H2R  
 HERRING & COMPANY, INC.  
 14665 HOLMES ROAD, SUITE 200  
 KANSAS CITY, MO 64131  
 816-254-0000

DATE	DESCRIPTION
0	

PROJECT MANAGER	PROJECT NUMBER
M. J. HERRING	1032096

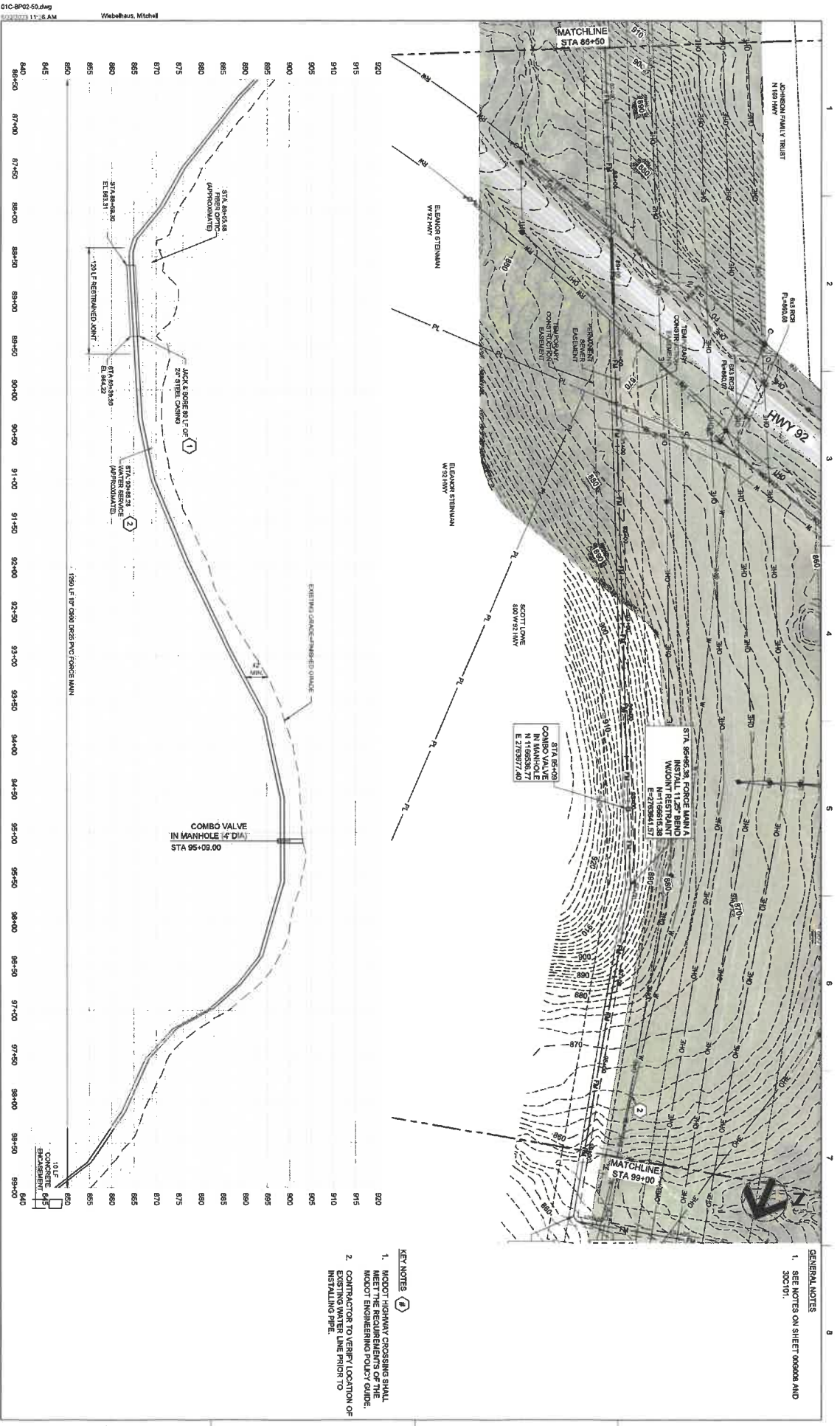
**CITY OF SMITHVILLE, MISSOURI**  
**14TH STREET PUMP STATION**  
**AND BYPASS FORCE MAIN**

OFF SITE FORCE MAIN & GRAVITY SEWER  
 FORCE MAIN A

0 1 2  
 FEET  
 SCALE 1" = 20' H, 1" = 10' V

30C107



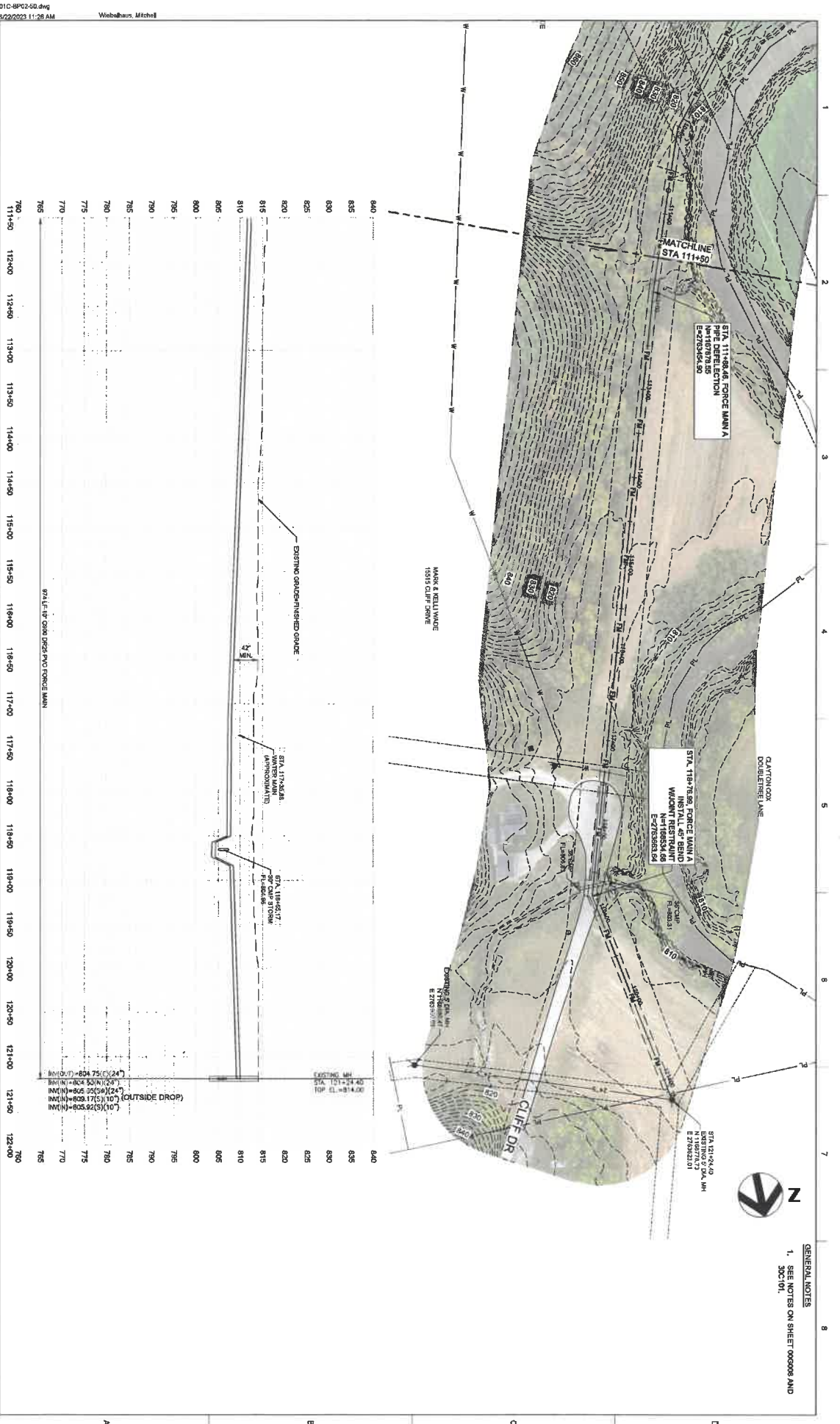






# Exhibit C

## Page 10 of 11



NON-CONTRACT CERTIFICATE OF AUTHORITY # 000650  
10500 INDIAN ROAD, SUITE 600  
ST. LOUIS, MO 63143  
878.985.500

ISSUE	DATE	DESCRIPTION
0		

PROJECT NUMBER: 10320395

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

OFF SITE FORCE MAIN & GRAVITY SEWER  
FORCE MAIN A

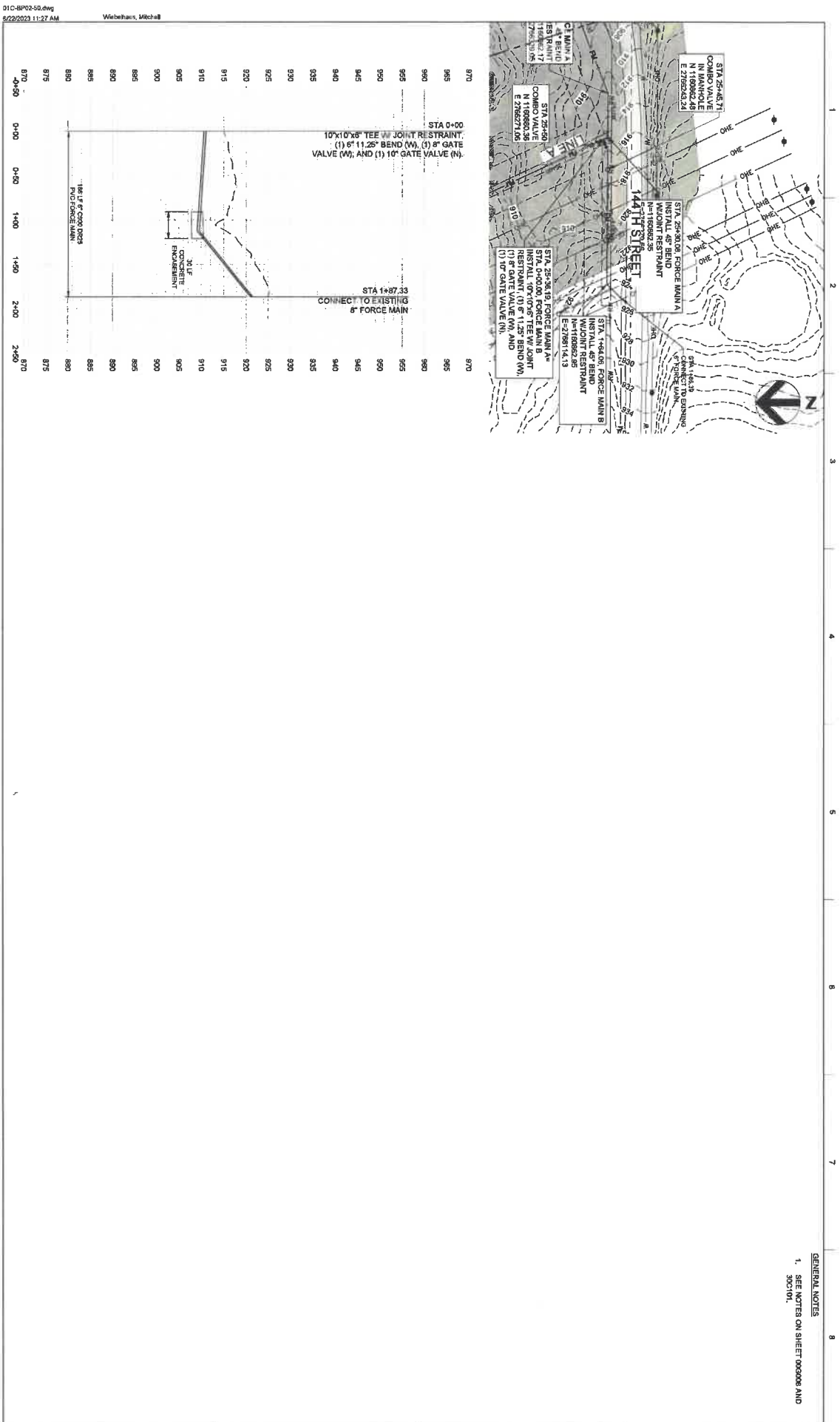
SCALE: 1"=50' V.T.=10'

SHEET: 30C110



Exhibit C

Page 11 of 11





10560 HOLLIS ROAD, SUITE 800  
KANSAS CITY, MO 64131  
816-294-2430

ISSUE	DATE	DESCRIPTION
0		

PROJECT MANAGER: MITCHELL J. JAMES

PROCESS	DESIGNER
CIVIL	M. JAMES
STRUCTURAL	D. WISEMAN
ELECTRICAL	C. DUDY
MECHANICAL	C. DUDY

PROJECT NUMBER: 107020296

OFF SITE FORCE MAIN & GRAVITY SEWER  
FORCE MAIN B

0 1" 2"

PLAN SCALE: 1" = 50' V. SCALE: 1" = 10'

SHEET 30C201

GENERAL NOTES  
1. SEE NOTES ON SHEET 009008 AND 30C001.