

BOOK 397 PAGE 1

R/W No. _____
Check No. _____

T-	LEGAL - EASEMENTS (COUNTY
R-	_____	_____
S-	_____	_____

ELECTRIC LINE EASEMENT CONVEYANCE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) or other valuable consideration, the receipt of which is hereby acknowledged, hereby GRANTS, BARGAINS, SELLS AND CONVEYS to UtiliCorp United Inc. a Missouri corporation, its lessees, licensees, successors and assigns, hereinafter referred to as GRANTEE, the right, privilege and perpetual easement to enter upon the lands of Grantor, as described below, to survey, construct, operate, patrol, inspect, maintain, alter, add wires and pipes, repair, rebuild and remove, on, under and over the easement described below, and in and upon all streets, roadways or highways abutting said lands, now or at any future time, lines for the transmission of electric energy, and all appurtenances and appliances necessary in connection therewith, together with the right of ingress and egress to and from the electric lines of Grantee over the lands of Grantor so that Grantee may go to and from its electric lines from the public roads adjacent to Grantor's

lands, which said lands of Grantor, situate in the County of Pettis in the State of Missouri, are described as follows:

Beginning at the intersection of the westerly right-of-way line of Lexington Branch of the Missouri Pacific Railroad and the southerly right-of-way of the U.S. Highway 65, said intersection situated in the southeast quarter of the northeast quarter of section 32, township 46 north, range 21 west, Sedalia, Pettis County, Missouri, S 34 56' 05" E along the southerly right-of-way boundary of the said railroad, a distance of 808.25 feet. Thence N 84 01' 13" W, a distance of 100.21 feet to the true point of beginning.

~~The easement crosses Grantor's land with a width of xxxxxxxx feet across the side of the following described parcel:~~

Thence, N 43 21' 30" W, a distance 20.00 feet, thence N 84 01' 13" W, a distance of 80.00 feet, thence S 43 21' 30" E a distance of 40.00 feet, thence S 84 01' 13" a distance of 80.00 feet, thence N 43 21' 30" W a distance of 20.00 feet to the true point of beginning.

The Grantee may erect and use gates in all fences which cross or which shall hereafter cross the route of said lines. Grantee is given the right to trim, cut and clear away any trees, limbs and brush on or immediately adjacent to the above described easement whenever, in its judgment, such will interfere with or endanger the construction, operation or maintenance of said lines. In exercising its rights of ingress or egress the Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It being the intention of the parties hereto that the Grantor is hereby granting the uses herein specified without divesting the Grantor and heirs or assigns of the right to cultivate, use and enjoy the above described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no building shall be constructed on the easement without written permission from Grantee.

The Grantee, its successors and assigns, agree to pay for damage caused to land, growing crops, fences, livestock or other personal property of Grantor from the construction, operation or maintenance of said lines.

Title to said electric and gas lines shall be and remain in said Grantee.

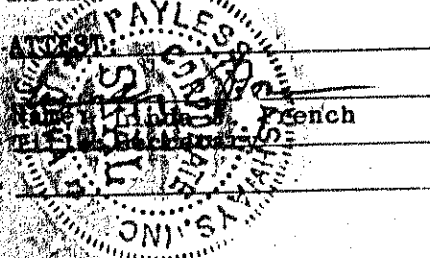
This easement conveyance shall run with the land and shall be binding upon the Grantor and heirs, administrators, executors, successors and assigns.

Grantor hereby covenants that we is/are the owners of the above described land, subject to existing liens and right-of-way easements of record.

IN TESTIMONY WHEREOF, we has/have hereunto set our hand(s)

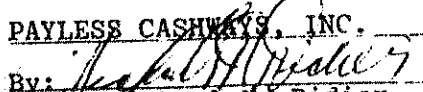
and seal(s) this 13th day of July, 19 87.

ATTEST:



Name: W. J. French
 Title: Notary Public

PAYLESS CASHWAYS, INC.

By: 
 Name: Michael H. Didier
 Title: V.P. Facility Development

ACKNOWLEDGEMENT - UNMARRIED PERSON

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 19____, before me, a Notary Public personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed. And the said _____ further declared _____ to be single and unmarried.

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

My commission expires _____ Notary Public in and for said County and State

ACKNOWLEDGEMENT - MAN AND WIFE

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 19____, before me, a Notary Public, personally appeared _____ and _____, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My commission expires _____ Notary Public in and for said County and State

ACKNOWLEDGEMENT - CORPORATION

STATE OF MISSOURI)
COUNTY OF JACKSON) ss.

On this 13th day of July, 1987, before me, a Notary Public, appeared Michael H. Didier and Linda J. French to me personally known, who, being by me duly sworn, did say that they are the Vice President-Facility Development and Secretary respectively of Payless Cashways, Inc., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Michael H. Didier and Linda J. French 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 Kansas City, Missouri, the day and year last above written.



Walter L. Lake
Notary Public in and for said County and State.

Filed for record the 17th day of July, A.D., 1987 at 9 o'clock and 05 min. AM

3987

DOROTHY DEMAND, RECORDER