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JACKSON COUNTY, MISSOURI



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INSTRUMENT NUMBER  
2022E0082653

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**COVER PAGE FOR RECORDING**

1. Title of Document: Sanitary Sewer Easement
2. Date of Document: August 1, 2022
3. Grantor: Streets of West Pryor, LLC,  
a Missouri limited liability company
4. Grantee Name and Address: City of Lee's Summit, Missouri  
a municipal corporation  
  
220 S.E. Green  
Lee's Summit, MO 64063
5. Legal Description/Address: See **Exhibit A**
6. Book and Page Reference: N/A

**Upon Recording Return To:**

Jeff Bauer  
Levy Craig Law Firm  
4520 Main Street, Suite 1600  
Kansas City, MO 64111

**SANITARY SEWER EASEMENT  
(Limited Liability Company)**

THIS AGREEMENT, made this 1<sup>st</sup> day of August, 2022, by and between Streets of West Pryor, LLC, a Limited Liability Company organized and existing under the laws of the State of Missouri ("Grantor"), and the City of Lee's Summit, Missouri, a municipal corporation and body corporate organized under the laws of the state of Missouri with a mailing address of 220 S.E. Green, Jackson County, Lee's Summit, Missouri 64063 ("Grantee" or "City").

WHEREAS, as authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, and pursuant to Ordinance No. 8564 dated February 19, 2019, the City is the fee owner of certain real property legally described on Exhibit A, attached hereto (the "Burdened Property") located within the approximately 72.71 acre mixed-use development known as the Streets of West Pryor generally located in Jackson County, Missouri (the "Development")

WHEREAS, pursuant to a lease agreement dated May 1, 2019, notice of which was given by Memorandum of Lease Agreement recorded with the Jackson County Recorder of Deeds on May 7, 2019, as Instrument No. 2019E0033314 (the "Bond Lease"), City leased the Development to Grantor

WHEREAS, pursuant to Section 10.4 of the Bond Lease, the City has granted to Grantor the authority to place Permitted Encumbrances, including but not limited to restrictions, exceptions, encumbrances, and easements upon the Development, and "[n]o separate signature of or authorization from the City shall be required for the execution and delivery of any such document . . ." and "[a]ll third parties . . . receiving the benefit of such agreements or documents shall be entitled to rely upon the same as having been executed and delivered by the City, unless such third party has actual or constructive notice, expressly in writing, that the agency [granted under the Bond Lease] by the City to [Grantor] has been terminated by the City. . . ."

WITNESSETH, that the Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said Grantee, its successors and assigns, a permanent and non-exclusive easement for the construction, operation, maintenance, repair, replacement and removal of sewer pipe lines, manholes, and appurtenances thereto, including the right and privilege at any time and from time to time to enter upon said easement, over, under, through, across, in and upon the following described lands in Jackson County, Missouri, to-wit:

**See Exhibit B.**

GRANTOR agrees not to obstruct or interfere with Grantee's use and enjoyment of the easement granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to such pipe lines, manholes, and appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure other than fences on said easement.

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

IT IS mutually agreed between the parties hereto that Grantee shall restore the ground insofar as practicable to its original condition, after the laying of said pipe lines, manholes or appurtenances thereto, or any subsequent maintenance or repair operations. Grantee further agrees that any trees, shrubbery, buildings, fences, or growing crops damaged during laying or maintenance operations, will be restored to original condition insofar as practicable.

GRANTOR, to the fullest extent allowed by law, including, without limitation, section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns of the Grantor.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities thereunto belonging or in any way appertaining, unto the City of Lee's Summit, Missouri, a Municipal Corporation, and to its successors and assigns forever.

[Signatures on the following page]

**STREETS OF WEST PRYOR, LLC,**  
a Missouri limited liability company


By:   
Matthew Pennington, Manager

**ACKNOWLEDGEMENT**

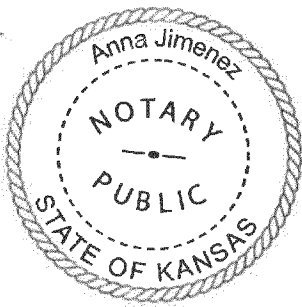
STATE OF KANSAS )  
 )  
COUNTY OF JOHNSON ) SS.

BE IT REMEMBERED, that on this 1<sup>st</sup> day of August, 2022, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Matthew Pennington, Manager of Streets of West Pryor, LLC, a Missouri limited liability company, who is personally known to me to be the same person who executed, as such Manager, the within instrument on behalf of Streets of West Pryor, LLC, and such person duly acknowledged the execution of the same to be the free act and deed of Streets of West Pryor, LLC.

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

  
Notary Public in and for said County and State

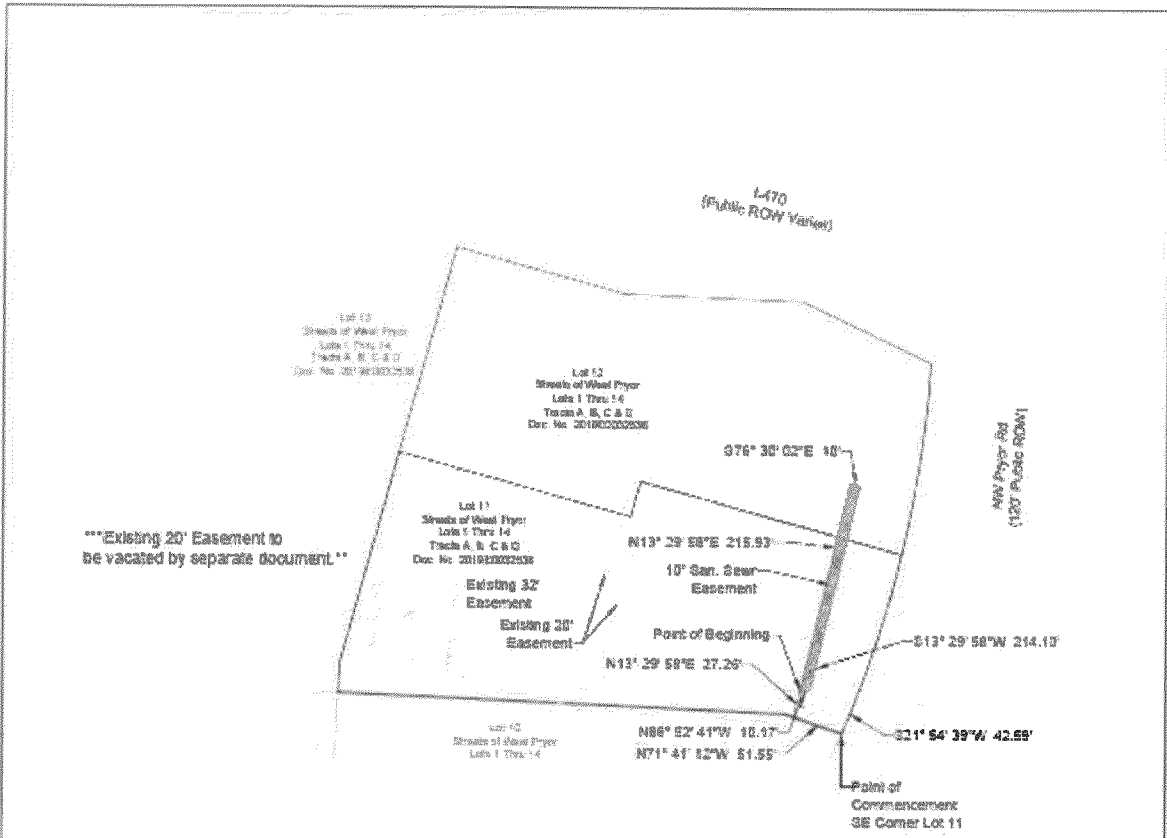
My Commission Expires: 4/16/2025



**EXHIBIT A**  
**Legal Description of the Burdened Property**

Lot 11 and Lot 12, Streets of West Pryor, Lots 1 Thru 14, Tracts "A", "B", "C", "D", a subdivision in the City of Lee's Summit, Jackson County, Missouri.

## EXHIBIT B Sanitary Sewer Easement Area



\*\*\*Existing 20' Easement to be vacated by separate document\*\*



Prepared By:  
Matthew J. Schlichter  
PLS-2012005102

### Easement Description

A tract of land being located in Streets of West Pryor, Lots 1 Thru 14, Tracts A, B, C & D, a plat as recorded in the Office of the Recorder, Jackson County, Missouri, as Document No. 2019E0032536 the centerline being more particularly described as follows:

Commencing at the Southeast corner of Lot 11 of said Streets of West Pryor; thence N 71° 41' 12" W along the South line of said Lot 11, a distance of 51.55 feet; thence N 13° 29' 58" E, a distance of 27.26 feet to the Point of Beginning; thence N 13° 29' 58" E, a distance of 215.93 feet; thence S 76° 30' 02" E, a distance of 10.00 feet; thence S 13° 29' 58" W, a distance of 214.10 feet; thence N 86° 52' 41" W, a distance of 10.17 feet to the Point of Beginning.

|  |   |   |   |
|--|---|---|---|
| Easement Exhibit<br><br><b>Sanitary Esmt</b><br><br>SHEET 1 OF 1 | DATE<br>7-2-2022<br>PROJECT NUMBER<br>Streets W. Pryor<br>REV TO DMS<br>N/A<br>SCALE<br>1"=150' | Easement Exhibit<br><h3 style="text-align: center;">San. Ease. Lot 11 &amp; 12</h3> Streets of West Pryor, Lots 1 thru 14, Tracts A, B, C & D<br>Lee's Summit, Jackson County, Missouri | <br><b>ENGINEERING &amp; SURVEYING SOLUTIONS</b><br><small>9446 NORTH STREET<br/>LEE'S SUMMIT, MISSOURI 64082<br/>PHONE: 620-888-7000 FAX: 620-888-7000</small> |
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