

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

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **Townsend Summit, LLC, Grantor**, a Delaware Limited Liability Company with a mailing address of 230 Shilling Circle, Suite 120, Hunt Valley, Maryland 21031, and the City of Lee's Summit, Missouri, a Municipal Corporation with a mailing address of 220 S.E. Green, Jackson County, Lee's Summit, Missouri 64063, **Grantee**.

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 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:

**A variable width strip of land across Lot 10A in Summit Fair, Lots 10A – 10C legally described on the attached Exhibit A and depicted on the attached 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.

IN WITNESS WHEREOF, **Grantor**, has caused these presents to be signed by its \_\_\_\_\_ and attested by its Secretary, this \_\_\_\_ day of \_\_\_\_\_, 2024:

Townsend Summit, LLC

By: \_\_\_\_\_

\_\_\_\_\_

*(Printed name and title)*

ATTEST:

\_\_\_\_\_

Secretary

\_\_\_\_\_

Printed name

## ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_ in the year 2024, before me, \_\_\_\_\_ (name of notary), a Notary Public in and for said state, personally appeared \_\_\_\_\_ (name of manager or member) of \_\_\_\_\_ (insert name of LLC), known to me to be the person who executed the within easement in behalf of said limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated and further stated that said acknowledged said instrument to be the free act and deed of \_\_\_\_\_ (insert name of LLC).

\_\_\_\_\_

Notary Public Signature

EXHIBIT A

DESCRIPTION – SANITARY SEWER EASEMENT:

A STRIP OF LAND BEING A PORTION OF LOT 10A OF A MINOR PLAT OF SUMMIT FAIR, LOTS 10A-10C RECORDED IN DOCUMENT #2023E0001734 OF THE JACKSON COUNTY, MISSOURI RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

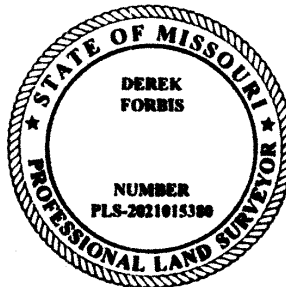
COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 10A; THENCE N3°08'10"E ALONG THE WEST LINE OF SAID LOT, 1001.27 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING THE WEST LINE OF SAID LOT, S63°43'25"E, 153.93 FEET;  
THENCE S32°48'20"E, 329.12 FEET TO THE INTERSECTION WITH THE NORTH LINE OF AN EXISTING  
SANITARY SEWER EASEMENT IN DOCUMENT #2016E0032183;  
THENCE N62°13'30"E ALONG SAID EASEMENT LINE, 22.09 FEET;  
THENCE LEAVING SAID EASEMENT LINE, N32°48'20"W, 344.92 FEET,  
THENCE N63°43'25"W, 164.45 FEET TO THE INTERSECTION WITH THE WEST LINE OF SAID LOT 10A;  
THENCE S3°08'10"W, 28.27 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 0.27 ACRES. SUBJECT TO ANY EASEMENT OR RESTRICTION OF RECORD OR NOT OF RECORD, IF ANY.



DEREK FORBIS                      PLS #2021015380  
Dated: February 8, 2024



LOT 14,  
SUMMIT FAIR, SECOND  
PLAT (2008E 0085124)

# EXHIBIT B

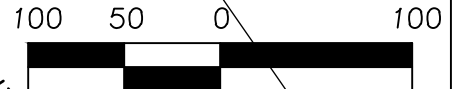
S3°08'10"W  
28.27'

N63°43'25"W  
164.45'

POINT OF  
BEGINNING

S63°43'25"E  
153.93'

SCALE: 1"=100'



LOT 27A  
MINOR SUBDIVISION -  
SUMMIT FAIR,  
LOTS 27A & 27B  
(2015E 0112075)

OUTERVIEW ROAD

N3°08'10"E, 1001.27'

LOT 10-A  
MINOR PLAT OF  
SUMMIT FAIR,  
LOTS 10A-10C  
(2023E 0001734)

N32°48'20"W, 344.92'  
S32°48'20"E, 329.12'

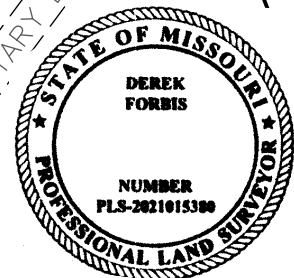
NW WARD ROAD

15' SANITARY  
EASEMENT  
DOC NO  
2016E0032183

N62°13'30"E  
22.09'

POINT OF  
COMMENCEMENT

20' SANITARY EASEMENT



*D. Forbis*

LOT 10-B  
MINOR PLAT OF SUMMIT FAIR,  
LOTS 10A-10C (2023E 0001734)