



ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI

05/09/2024 11:28 AM

FEE: \$30.00 4 PGS

INSTRUMENT NUMBER

2024E0028742

SANITARY SEWER EASEMENT (Limited Liability Company)

THIS AGREEMENT, made this 21ST day of February, 2024, by and between **Townsend Summit, LLC**, Grantor, a Limited Liability Company with a mailing address of 230 Shilling Circle, Suite 120, Hunt Valley, Maryland 21031, organized and existing under the laws of the State of Delaware, 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.

Stewart title
accomodation
recording
MO-pl 2024-7

SANITARY SEWER EASEMENT (Limited Liability Company)

THIS AGREEMENT, made this 21ST day of February, 2024, by and between **Townsend Summit, LLC, Grantor**, a Limited Liability Company with a mailing address of 230 Shilling Circle, Suite 120, Hunt Valley, Maryland 21031, organized and existing under the laws of the State of Delaware, 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.

Stewart title
accomodation
recording
MO-PL 2024-7

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 President, this 21st day of February, 2024:

Townsend Summit, LLC

By: [Signature]

David Townsend President
(Printed name and title)

WITNESS:

[Signature]

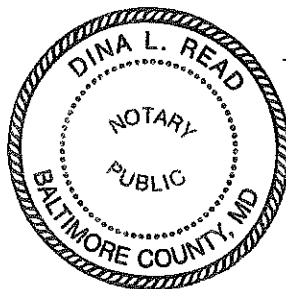
Jo Ann Raab

Printed name

ACKNOWLEDGEMENT

STATE OF Maryland)
COUNTY OF Baltimore)

On this 21st day of February in the year 2024, before me, Dina L. Read (name of notary), a Notary Public in and for said state, personally appeared David Townsend (name of manager or member) of Townsend Summit, LLC (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 Townsend Summit, LLC (insert name of LLC).



[Signature]

Notary Public Signature

Dina L. Read
My Commission expires: 4/15/2027

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

