



INSTRUMENT NUMBER / BOOK & PAGE

2017E0050353

Robert T. Kelly, Director, Recorder Of Deeds

SANITARY SEWER EASEMENT (Limited Liability Company)

THIS AGREEMENT, made this 2nd day of June, 2017, by and between **M-III LONGVIEW LLC, a Delaware limited liability company, Grantor**, a Limited Liability Company organized and existing under the laws of the State of Missouri, 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 tract of land in Tract E, NEW LONGVIEW COMMERCIAL DISTRICT THIRD PLAT, LOT 42,43, 51-54, TRACTS C, D AND E, a subdivision in the Northwest Quarter of Section 10, Township 47 North, Range 32 West of the 5th Principal Meridian in Lee's Summit, Jackson County, Missouri, being bounded and described as follows: Beginning at the Northeast corner of said Tract E; thence South 02°48'40" West, along the East line of said Tract E, 5.00 feet; thence North 87°11'20" West, 212.65 feet to a point on the West line of said Tract E; thence North 27°36'02" West, along said West line, 5.80 feet to the Northwest corner of said Tract E; thence South 87°11'20" East, along the North line of said Tract E, 215.59 feet to the Point of Beginning. Containing 1,071 square feet or 0.02 acres, more or less.

GRANTEE, its successors and assigns, shall have the right of ownership, use and control of all sanitary sewers, underground pipe, manholes, and all necessary appurtenances on the above described property and for all proper purposes connected with the installation, use, maintenance, and replacement of the sanitary sewer.

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.

Project: Fascination at NLV
Project No.: 016-1356

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.

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 this 2nd day of June, 2017:

M-III LONGVIEW LLC

a Delaware limited liability company

By: Mariner Real Estate Management, LLC,
its manager

By: 
Name: Corey Walker
Title: Director of Asset Management

ACKNOWLEDGMENT

STATE OF KANSAS

COUNTY OF JOHNSON

On this 2nd day of June in the year 2017, before me, Jennifer Metz (name of notary), a Notary Public in and for said state, personally appeared Corey Walker, Director of Asset Management of Mariner Real Estate Management, LLC, manager of M-III LONGVIEW LLC, a Delaware limited liability company known to me to be the person who executed the within utility 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 M-III LONGVIEW LLC.

Jennifer Metz
Notary Public Signature

