



ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI
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EASE FEE: \$ 57.00 13 Pages

INSTRUMENT NUMBER:
2018E0028181

SIDEWALK AND UTILITY EASEMENT

THIS AGREEMENT, made this 30th day of March, 2018, by and between: M-III LONGVIEW, LLC, a Limited Liability Company organized and existing under the laws of the State of Delaware, and YARCO-DEVCO, LLC, a Limited Liability Company organized and existing under the laws of the State of Missouri, each a **GRANTOR**, and the City of Lee's Summit, a Municipal Corporation organized and existing under the laws of the State of Missouri, whose address is 220 S.E. Green, Lee's Summit, Jackson County, Missouri 64063, **GRANTEE**, dealing with a SIDEWALK EASEMENT and a UTILITY EASEMENT over the same legally described tracts with said UTILITY EASEMENT being subject to the SIDEWALK EASEMENT.

SIDEWALK EASEMENT

WITNESSETH, that each **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 are hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said **GRANTEE** with respect to the portion of the "Sidewalk Easement Area" (as defined below) located on such **GRANTOR'S** respective property as of the date of this Agreement, a concrete sidewalk easement (such easement is herein referred to as the "**Sidewalk Easement**") over, along, and across a portion of such Grantor's property situated in Jackson County, State of Missouri, and said portion of land legally described on **Exhibit A** attached hereto and made a part hereof, and as shown on **Exhibit B** attached hereto and made a part hereof (the "**Sidewalk Easement Area**"), including the right and privilege at any time and from time to time enter upon said easement to construct, maintain, inspect, replace and remove such sidewalk, but for no other purposes except as expressly granted herein or a separate document.

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto **GRANTEE**, its successors and assigns until the use of the **Sidewalk Easement** is relinquished or abandoned, including the right to clear and trim shrubs, trees, overhanging branches, roots, brush and other obstructions in the **Sidewalk Easement Area**.

GRANTEE, its successors and assigns, shall maintain such portion of the **Sidewalk Easement** as in its judgment and discretion should be a paved sidewalk in good condition and repair. Further, each **GRANTOR** reserves the right to use and enjoy its interests in the **Sidewalk Easement** and the right of public pedestrian traffic to use the **Sidewalk Easement**.

UTILITY EASEMENT

WITNESSETH and subject to **GRANTEE's** rights existing under the SIDEWALK EASEMENT conveyed herein, each **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 are hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said **GRANTEE** with respect to the portion of the "Utility Easement" located on such **GRANTOR's** respective property as of the date of this Agreement, its successors and assigns, a permanent easement (such easement is herein referred to as the "**Utility Easement**") over, along, across, and under the lands hereinafter described, including the right and privilege at any time and from time to time to enter upon said easement to operate, maintain, repair, replace and remove public utility lines, meters, vaults and all necessary appurtenances thereto and **existing on the date of this conveyance**, over, under, through, across and upon the said portion of land legally described on **Exhibit A** attached hereto and made a part hereof, and as shown on **Exhibit B** attached hereto and made a part hereof (the "**Utility Easement Area**"). This grant shall not convey or provide to any owner, operator or utility of any nature to enter into the legally described areas for the purpose of constructing new lines or facilities for any type of utility service or by any utility company or provider that is not presently within the portion of land legally described herein or is the **GRANTEE**. This conveyance expressly intends and requires that new utility owners, operators or companies who are not the City of Lee's Summit, Missouri, shall be required to obtain written consent from **GRANTOR** and **GRANTEE** before entering into and/or using such **UTILITY EASEMENT** described and conveyed herein.

GRANTEE, itself for future utility use and its successors and assigns who presently own or control utility facilities within the Utility Easement Area, shall have the right of ownership, use and control of all utility lines, meters, vaults, and other equipment through the above described property and for all proper purposes connected with the installation, use, maintenance, and replacement of the utility lines (and other equipment), and with the attachment thereto of service lines of its consumers.

GRANTOR agrees not to obstruct or interfere with the maintenance, replacement, repair or upgrading of existing facilities or those installed by the **GRANTEE** itself, of such public utility lines, meters, vaults or connections, by erecting, or causing or allowing to be erected, any building or structure other than fences on said Utility Easement Area.

Each **GRANTOR** further states that it is lawfully seized of title to the portion of the land owned by such **GRANTOR** as of the date of this Agreement through which said easement is granted and that it has good and lawful right to convey said easement to the **GRANTEE** herein.

GRANTEE, for actions taken by GRANTEE, shall restore the ground and sidewalk improvements insofar as practicable to their condition existing prior to the performance of any repairs, replacements or upgrades of said utility lines, 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 by **GRANTEE**, will be restored to their condition existing prior to the performance of any repairs, replacements or upgrades insofar as practicable. **GRANTEE** further agrees to restore driveways to as nearly the same conditions as existed prior to construction of the improvements by **GRANTEE** herein described and to grade and sod lawn areas.

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 easements rights herein granted.

Each **GRANTOR** further states that it is lawfully seized of title to the portion of the land owned by such **GRANTOR** as of the date of this Agreement through which said easements are granted and that it has good and lawful right to convey said easement to the **GRANTEE** herein.

THIS GRANT and easements 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 each **GRANTOR** with respect to the portion of Sidewalk Easement Area and Utility Easement Area owned by such **GRANTOR** as of the date of this Agreement.

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, the said **GRANTOR**, a Limited Liability Company, has caused these presents to be signed by its Manager this 23rd day of March, 2018.

M-III Longview, LLC

a Delaware limited liability company

By: Platform Investments, LLC, its manager

By: Platform Ventures, LLC, its manager

By: 
Corey Walker, Senior Vice President

ACKNOWLEDGMENT

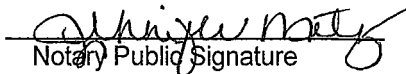
STATE OF KANSAS)
COUNTY OF JOHNSON)

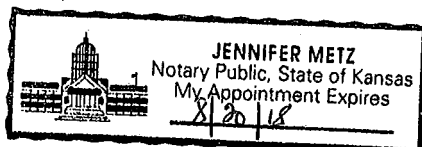
ON THIS THE 23rd day of March, 2018, before me, a Notary Public, personally appeared:

Corey Walker
Printed Name(s)

proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as Senior Vice President of Platform Ventures, LLC, manager of Platform Investments, LLC, manager of M-III Longview LLC, and acknowledged to me that the Limited Liability Company executed it.

WITNESS my hand and official seal in the County and State aforesaid, the day and year first above written.

/s/ 
Notary Public Signature



Notary Public Signature

Jennifer Metz
Printed or Typed Name

8/20/18
My Commission Expires:

IN WITNESS WHEREOF, the said GRANTOR, a Limited Liability Company, has caused these presents to be signed by its Manager this 30th day of March, 2018.

YARCO-DEVCO, LLC
a Missouri limited liability company

By: 

Printed Name/Title: Jonathan R. Conn, Manager

ACKNOWLEDGMENT

STATE OF MISSOURI)
COUNTY OF JACKSON)

ON THIS THE 30th day of March, 2018, before me, a Notary Public, personally appeared:

Jonathan R. Conn

Printed Name(s)

proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as drivers license on behalf of the Limited Liability Company therein named, and acknowledged to me that the Limited Liability Company executed it.

WITNESS my hand and official seal in the County and State aforesaid, the day and year first above written.

/s/ 
Notary Public Signature

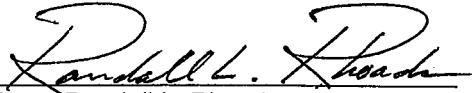

Notary Public Signature

Marsha A. Kelley
Printed or Typed Name

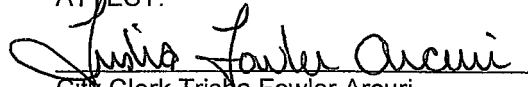
6-25-19
My Commission Expires:

MARSHAA KELLEY
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES JUNE 25, 2019
COMMISSION # 15499550

CITY OF LEE'S SUMMIT, MISSOURI


Mayor Randall L. Rhoads

ATTEST:


City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

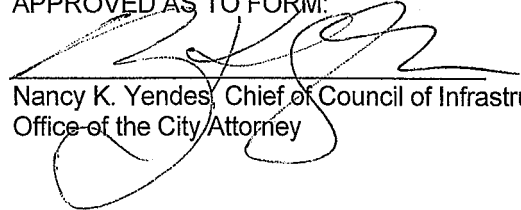

Nancy K. Yendes, Chief of Council of Infrastructure and Planning
Office of the City Attorney

Exhibit A

PROJECT: LONGVIEW BOULEVARD & FASCINATION DRIVE RIGHT OF WAY
DATE: JANUARY 10, 2018

TRACT I:

THAT PART OF THE NORTHWEST 1/4 SECTION 10, TOWNSHIP 47 NORTH, RANGE 32 WEST, IN THE CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 53, **NEW LONGVIEW COMMERCIAL DISTRICT, THIRD PLAT, LOTS 42, 43, 51-54, TRACTS C, D AND E**, A SUBDIVISION IN SAID CITY, COUNTY, AND STATE, SAID POINT BEING THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF FASCINATION DRIVE AND THE WEST RIGHT OF WAY LINE OF KESSLER DRIVE, AS BOTH ARE ESTABLISHED BY SAID PLAT; THENCE NORTH $87^{\circ}-11'-23''$ WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 528.69 FEET TO THE SOUTHWEST CORNER OF SAID LOT 54; THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, ALONG A CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 480.00 FEET, A CENTRAL ANGLE OF $34^{\circ}-25'-14''$, AND AN ARC DISTANCE OF 288.36 FEET TO THE SOUTHEAST RIGHT OF WAY LINE OF LONGVIEW BOULEVARD, AS NOW ESTABLISHED; THENCE SOUTH $76^{\circ}-13'-27''$ EAST ALONG THE EASTERLY EXTENSION OF SAID SOUTHEAST RIGHT OF WAY LINE, A DISTANCE OF 22.87 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH $60^{\circ}-22'-24''$ EAST, A RADIUS OF 464.00 FEET, A CENTRAL ANGLE OF $32^{\circ}-26'-13''$, AND AN ARC DISTANCE OF 262.68 FEET; THENCE SOUTH $87^{\circ}-11'-23''$ EAST, A DISTANCE OF 528.69 FEET TO THE SOUTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF KESSLER DRIVE, AS ESTABLISHED BY SAID PLAT; THENCE NORTH $2^{\circ}-48'-37''$ EAST ALONG THE SOUTHERLY EXTENSION OF SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING, CONTAINING 12,868 SQUARE FEET OR 0.295 ACRES, MORE OR LESS.

TRACT II:

THAT PART OF THE NORTHWEST 1/4 SECTION 10, TOWNSHIP 47 NORTH, RANGE 32 WEST, IN THE CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1, **MINOR PLAT OF FASCINATION AT NEW LONGVIEW, LOTS 1 & 2**, A SUBDIVISION IN SAID CITY, COUNTY, AND STATE, SAID POINT BEING THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF FASCINATION DRIVE AND THE WEST RIGHT OF WAY LINE OF KESSLER DRIVE, AS BOTH ARE ESTABLISHED BY SAID PLAT; THENCE NORTH $87^{\circ}-11'-23''$ WEST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 528.69 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, ALONG A CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 420.00 FEET, A CENTRAL ANGLE OF $30^{\circ}-29'-40''$, AND AN ARC DISTANCE OF 223.54 FEET TO THE EAST RIGHT OF WAY LINE OF LONGVIEW BOULEVARD, AS NOW ESTABLISHED; THENCE NORTH $13^{\circ}-46'-36''$ EAST ALONG THE NORTHERLY EXTENSION OF SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 21.05 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH $64^{\circ}-08'-51''$ EAST, A RADIUS OF 436.00



FEET, A CENTRAL ANGLE OF 28°-39'-46", AND AN ARC DISTANCE OF 218.11 FEET;
THENCE SOUTH 87°-11'-23" EAST, A DISTANCE OF 528.69 FEET TO THE NORTHERLY
EXTENSION OF SAID WEST RIGHT OF WAY LINE OF KESSLER DRIVE; THENCE SOUTH 2°-
48'-37" WEST ALONG THE NORTHERLY EXTENSION OF SAID WEST RIGHT OF WAY LINE,
A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING, CONTAINING 11,992 SQUARE
FEET OR 0.275 ACRES, MORE OR LESS.

TRACT III:

THAT PART OF THE NORTHWEST 1/4 SECTION 10, TOWNSHIP 47 NORTH, RANGE 32 WEST,
IN THE CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, DESCRIBED AS
FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, **MINOR PLAT OF
FASCINATION AT NEW LONGVIEW, LOTS 1 & 2**, A SUBDIVISION IN SAID CITY, COUNTY,
AND STATE, SAID POINT BEING ON THE NORTHEAST RIGHT OF WAY LINE OF
LONGVIEW BOULEVARD, AS NOW ESTABLISHED; THENCE NORTH 31°-13'-52" WEST
ALONG SAID NORTHEAST RIGHT OF WAY LINE, A DISTANCE OF 913.26 FEET (PLAT 913.19
FEET) TO THE EAST RIGHT OF WAY LINE OF SAID LONGVIEW BOULEVARD; THENCE
SOUTH 13°-46'-36" WEST ALONG THE SOUTHERLY EXTENSION OF SAID EAST RIGHT OF
WAY LINE, A DISTANCE OF 59.39 FEET; THENCE SOUTH 31°-13'-52" EAST, A DISTANCE OF
829.28 FEET TO THE WESTERLY EXTENSION OF THE NORTH RIGHT OF WAY LINE OF
KESSLER DRIVE, AS NOW ESTABLISHED; THENCE SOUTH 76°-13'-52" EAST ALONG SAID
WESTERLY EXTENSION, A DISTANCE OF 59.39 FEET TO THE POINT OF BEGINNING,
CONTAINING 36,594 SQUARE FEET OR 0.840 ACRES, MORE OR LESS.



James S. Anderson 1/15/18
JAMES S. ANDERSON, PLS #1726

ANDERSON SURVEY COMPANY
203 NW EXECUTIVE WAY, SUITE A
LEE'S SUMMIT, MISSOURI 64063
PHONE: (816) 246-5050
FAX: (816) 246-0502



NEW LONGVIEW COMMERCIAL
DISTRICT, SECOND PLAT,
LOT 44 AND TRACTS A AND B

NEW LONGVIEW COMMERCIAL
DISTRICT, THIRD PLAT,
LOTS 42, 43, 51-54, TRACTS C, D, AND E

LOT 43

LOT 54

LOT 53

TRACT I - 12,868
SQUARE FEET

TRACT D

TRACT B

TRACT E

TRACT II - 11,992
SQUARE FEET

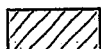
LOT 1

MINOR PLAT OF
FASCINATION AT NEW
LONGVIEW, LOTS 1 & 2

TRACT III - 36,594 SQUARE FEET

LOT 2

LEGEND:



TOTAL RIGHT OF WAY
61,454 SQUARE FEET

SCALE 1" = 200 FEET

200 100 0 200

SCALE IN FEET

SHEET 1 OF 3

10-47-32
17-11-42195-1
42195_2017-01-10.dwg

**EXHIBIT A B LONGVIEW BOULEVARD & FASCINATION DRIVE RIGHT OF WAY
CITY OF LEE'S SUMMIT**

PROJECT LOCATION: LONGVIEW BOULEVARD & FASCINATION DRIVE
LEE'S SUMMIT JACKSON COUNTY MISSOURI



ANDERSON

SURVEY COMPANY

203 N. W. EXECUTIVE WAY
LEE'S SUMMIT, MISSOURI 64063

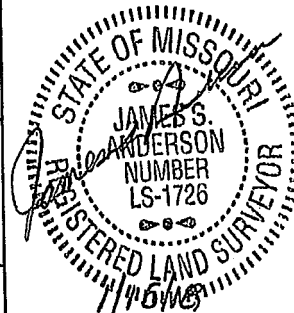
(816) 246-5050

MISSOURI CERTIFICATE OF AUTHORITY, 000076

FOR: CITY OF LEE'S SUMMIT
220 SE GREEN STREET
LEE'S SUMMIT, MISSOURI
64063

DATE: JANUARY 10, 2018

THE BEARING SYSTEM SHOWN
HEREON IS BASED UPON THE
MISSOURI COORDINATE SYSTEM
1983, WEST ZONE



JAMES S. ANDERSON,
PLS #1726

10-47-32
17-11-42195-1
42195_2018-01-10.dwg

NEW LONGVIEW
COMMERCIAL DISTRICT,
SECOND PLAT,
LOTS 4 AND B

LOT 4A
S 75°13'27" E
R=490.00'
L=288.36'
LOT 43
S 34°25'14" E
L=288.36'

NEW LONGVIEW COMMERCIAL
DISTRICT, THIRD PLAT,
LOTS 42, 43, 51-54, TRACTS C, D, AND E
TRACT I

POINT OF BEGINNING
TRACT I
N 2°48'37" E 16.00'
LOT 53
N 87°11'23" W 528.69'

TRACT I - 12,868 SQUARE FEET
SW FASCINATION DRIVE S 87°11'23" E 528.69'

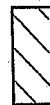
TRACT II - 11,992 SQUARE FEET
S 87°11'23" E 528.69'

TRACT D
LOT 1
MINOR PLAT OF FASCINATION AT
NEW LONGVIEW, LOTS 1 & 2
POINT OF BEGINNING
TRACT II
N 87°11'23" W 528.69'

TRACT B
R=420.00'
A=30°29'40"
L=223.54'

TRACT A
N 60°22'24" E
L=603.05'
N 13°46'36" E
L=21.05'

LEGEND:



TOTAL RIGHT OF WAY
61,454 SQUARE FEET

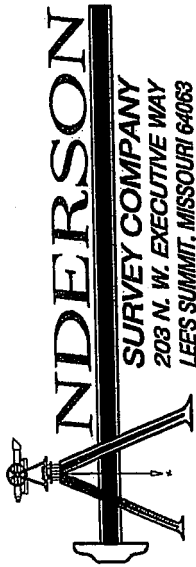
SHEET 2 OF 3

EXHIBIT A LONGVIEW BLVD & FASCINATION DRIVE RIGHT OF WAY

CITY OF LEE'S SUMMIT

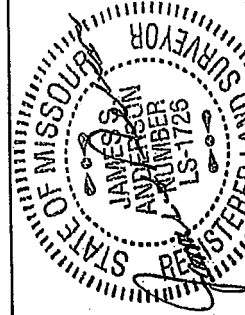
FOR: CITY OF LEE'S SUMMIT
200 SE GREEN STREET
LEE'S SUMMIT, MISSOURI 64063
DATE: JANUARY 10, 2018

PROJECT LOCATION: LONGVIEW BOULEVARD & FASCINATION DRIVE
LEE'S SUMMIT JACKSON COUNTY MISSOURI



SURVEY COMPANY
203 N. W. EXECUTIVE WAY
LEE'S SUMMIT, MISSOURI 64063
(816) 246-5050

MISSOURI CERTIFICATE OF AUTHORITY, 000076

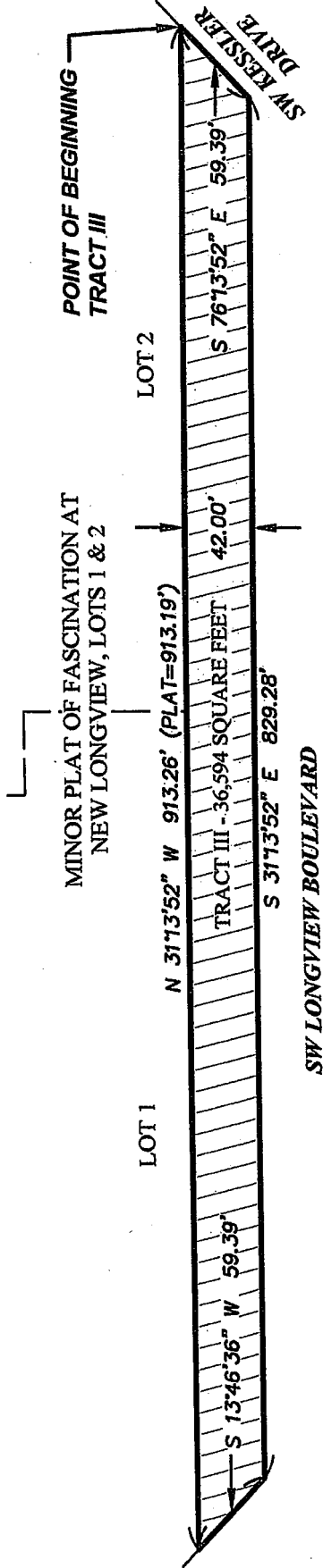


JAMES S. ANDERSON,
PLS #1726

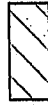
SCALE 1" = 100 FEET
100 50 0 100
SCALE IN FEET

THE BEARING SYSTEM SHOWN
HEREON IS BASED UPON THE
MISSOURI COORDINATE SYSTEM
1983, WEST ZONE

10-47-32
17-11-42195-1
42195_2018-01-10.dwg



LEGEND:



TOTAL RIGHT OF WAY
61,454 SQUARE FEET

SHEET 3 OF 3

EXHIBIT A LONGVIEW BLVD & FASCINATION DRIVE RIGHT OF WAY

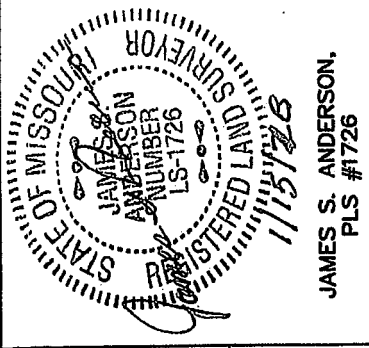
CITY OF LEE'S SUMMIT

FOR: CITY OF LEE'S SUMMIT
200 SE GREEN STREET
LEE'S SUMMIT, MISSOURI 64063
DATE: JANUARY 10, 2018

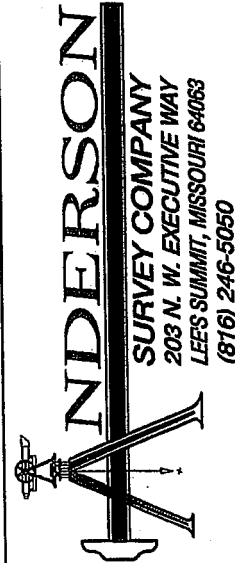
PROJECT LOCATION: LONGVIEW BOULEVARD & FASCINATION DRIVE
LEE'S SUMMIT JACKSON COUNTY MISSOURI

THE BEARING SYSTEM SHOWN
HEREON IS BASED UPON THE
MISSOURI COORDINATE SYSTEM
1983, WEST ZONE

SCALE 1" = 100 FEET
100 50 0 100
SCALE IN FEET

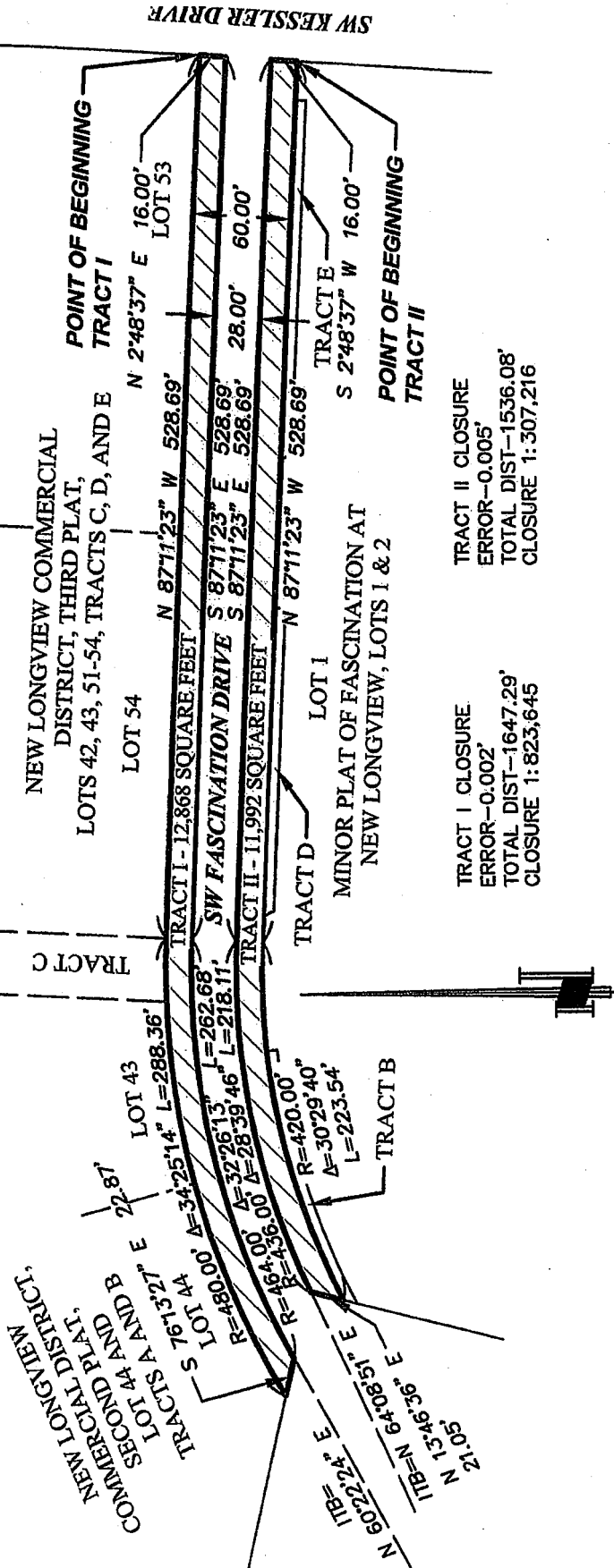


JAMES S. ANDERSON,
PLS #1726



MISSOURI CERTIFICATE OF AUTHORITY. 000076

10-47-32
17-11-42195-1
42195_2017-12-04.dwg



LEGEND:

TOTAL RIGHT OF WAY
61,454 SQUARE FEET



SHEET 1 OF 2

CLOSURE REPORT LONGVIEW BLVD & FASCINATION DRIVE RIGHT OF WAY

CITY OF LEE'S SUMMIT

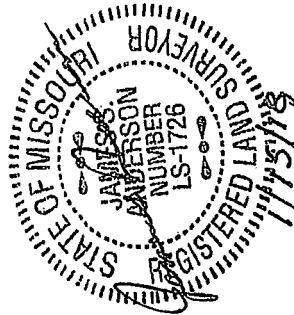
FOR: CITY OF LEE'S SUMMIT
200 SE GREEN STREET
LEE'S SUMMIT, MISSOURI 64063
DATE: JANUARY 10, 2018

ANDERSON
SURVEY COMPANY
203 N. W. EXECUTIVE WAY
LEE'S SUMMIT, MISSOURI 64063
(816) 246-5050

PROJECT LOCATION: LONGVIEW BOULEVARD & FASCINATION DRIVE
LEE'S SUMMIT JACKSON COUNTY MISSOURI

THE BEARING SYSTEM SHOWN
HEREON IS BASED UPON THE
MISSOURI COORDINATE SYSTEM
1983, WEST ZONE

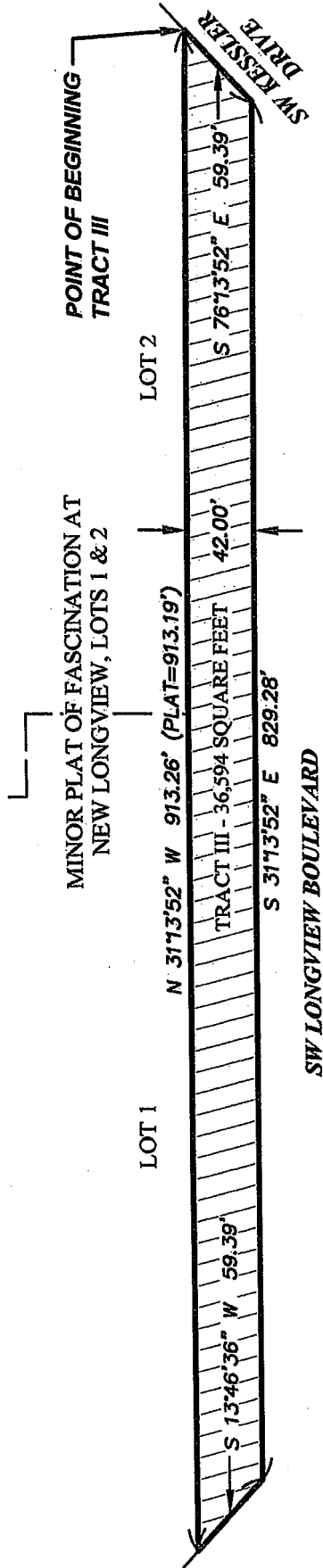
SCALE 1" = 100 FEET
100 50 0 100
SCALE IN FEET



JAMES S. ANDERSON,
PLS #1726

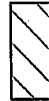
MISSOURI CERTIFICATE OF AUTHORITY, 000076

10-47-32
17-11-42195-1
42195_2017-12-04.dwg

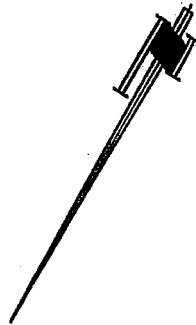


LEGEND:

TRACT I CLOSURE
ERROR - 0.007'
TOTAL DIST - 1,861.32'
CLOSURE 1: 265,903



TOTAL RIGHT OF WAY
61,454 SQUARE FEET



SHEET 2 OF 2

CLOSURE REPORT LONGVIEW BLVD & FASCINATION DRIVE RIGHT OF WAY

CITY OF LEE'S SUMMIT

FOR: CITY OF LEE'S SUMMIT
200 SE GREEN STREET
LEE'S SUMMIT, MISSOURI 64063
DATE: JANUARY 10, 2017

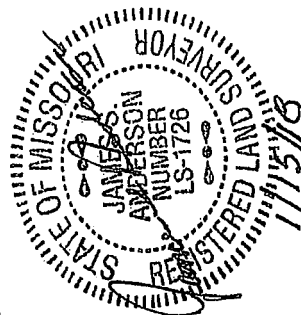
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PROJECT LOCATION: LONGVIEW BOULEVARD & FASCINATION DRIVE
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100 50 0 100
SCALE IN FEET



JAMES S. ANDERSON,
PLS #1726