



SCHLAGEL & ASSOCIATES, P.A.

Engineers • Planners • Surveyors • Landscape Architects



July 30, 2018

Gene Williams, P.E.
220 SE Green Street
Lee's Summit, MO 64063

**RE: New Longview Lot 7 - Goodvets
420 Southwest Longview Blvd
Lee's Summit, MO 64081
Storm Water/Detention Information**

Dear Gene Williams,

Please accept this correspondence as confirmation that the above referenced project is served by a regional detention facility identified as Kessler Ridge at New Longview detention basin. The detention basin has been installed and is currently in-place serving this development area along the eastern boundary of the Kessler Ridge at New Longview development area. Storm water runoff from Lot 7 is carried to the detention basin via an existing underground storm sewer system. In regards to maintenance and upkeep of the existing basin, the property is subject to the Declaration of Storm Water Easement and Maintenance – Kessler Ridge at New Longview, as recorded with Jackson County, Missouri via Instrument Number 2015E0094821, dated 10/20/2015. Lot 7 is identified by legal description as Exhibit 5 of the recorded document. We have included a copy of the recorded document for your reference and records.

Thank you, in advance for your time and considerations. If you have any questions or need any additional information, please do not hesitate to contact us at the office.

Sincerely,

Schlagel & Associates, P.A.

Jeffrey T. Skidmore, P.E.
Design Engineer

Mark Allen Breuer
Project Engineer



ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI
10/20/2015 11:20:48 AM
EASE FEE: \$ 60.00 14 Pages

INSTRUMENT NUMBER:
2015E0094821

AC105984

(Space above reserved for Recorder of Deeds)

ASSURED QUALITY TITLE CO.

Title(s) of Document: Declaration of Storm Water Easement and Maintenance

Date of Document: September 30, 2015

Grantor: M-III Longview LLC

Grantor's Address: c/o Mariner Real Estate Management, LLC
4601 College Boulevard, Suite 350
Leawood, Kansas 66211

Grantee: ~~N/A/~~ M-III Longview LLC

Grantee's Address: ~~N/A/ c/o Mariner Real Estate Management, LLC~~
4601 College Blvd., Suite 350, Leawood, KS 66211

Legal Description: See Exhibits 1-5 ON Pages 6-11

References: N/A

After recording return to:
M-III Longview LLC
c/o Mariner Real Estate Management, LLC
4601 College Boulevard, Suite 350
Leawood, Kansas 66211

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4601 College Blvd., Suite 350, Leawood, KS 66211

Legal Description: See Exhibits 1-5 on Pages 6-11

References: N/A

After recording return to:
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4601 College Boulevard, Suite 350
Leawood, Kansas 66211

**DECLARATION OF
STORM WATER EASEMENT AND MAINTENANCE
Kessler Ridge at New Longview**

This Declaration of Storm Water Easement and Maintenance ("**Declaration**"), made as of 30th day of September, 2015 by M-III Longview LLC, a Delaware limited liability company ("**Declarant**"), as owner of all of the real property burdened and benefitted by the covenants, conditions, restrictions and easements created in this Declaration.

RECITALS

A. Declarant is the present owner of all of the real property described in this Declaration, which is located in Lee's Summit, Jackson County, Missouri, and is legally described on the exhibits attached hereto and incorporated by reference, as follows:

- "**Parcel 1**" – Exhibit 1 (legal description) and depicted as Parcel #1 on Exhibit 6;
- "**Parcel 2**" – Exhibit 2 (legal description) and depicted as Parcel #2 on Exhibit 6;
- "**Parcel 3**" – Exhibit 3 (legal description) and depicted as Parcel #3 on Exhibit 6;
- "**Parcel 4**" – Exhibit 4 (legal description) and depicted as Parcel #4 on Exhibit 6;
- "**Parcel 5**" – Exhibit 5 (legal description) and depicted as Parcel #5 on Exhibit 6.

Parcels 1-5 may be collectively referred to in this Declaration as the "**Real Property**."

B. Declarant desires to place certain restrictions and benefits on the Real Property to enhance its value, desirability and attractiveness, and for the use and benefit of Declarant and its future grantees, successors and assigns.

C. The Real Property is within a shared storm water contribution area to be served by a detention basin and drainage facilities further described in this Declaration.

D. Declarant intends to construct and maintain a detention basin for storm water management, including conduits, pipes, surface draining facilities and related apparatus (the "**Drainage Facilities**") on a portion of Parcel 3 generally depicted on Exhibit 6 (the "**Detention Basin**"), and as may be further defined in the future, subject to the terms of this Declaration.

E. Declarant desires that the current and future owner(s) of the Real Property share in the maintenance, repair and replacement costs of the Drainage Facilities and the Detention Basin, and all storm water drainage and/or detention facilities of any and all type located thereon, and any utilities, water features and landscaping associated therewith, in the future.

NOW, THEREFORE, in consideration of the premises contained herein, Declarant, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that the Real Property described in this, and they hereby are, restricted as to their use and otherwise in the manner hereinafter set forth shall be subject to the following easements, covenants and restrictions:

1. **Easement.** Declarant hereby grants to the record owners of the Real Property the non-exclusive perpetual right and easement for storm water drainage over, along, across and under the Real Property, for collection, control and disbursement within the Detention Basin.

2. **Construction.** Declarant, at its initial expense, shall construct the Drainage Facilities on the Detention Basin, in accordance with plans and specifications approved by the City of Lee's Summit, Missouri (the "City").

3. **Maintenance; Assessments.**

(a) The Declarant, or the successor owner of the Detention Basin, shall be responsible to perform the maintenance of the Detention Basin and the Drainage Facilities, in such manner as will keep the Detention Basin and Drainage Facilities in good repair and operating properly, and in aesthetically pleasing condition at all times, including landscaping, mowing, vegetation care, and all replacements and improvements as needed, and also including, but not limited to payment of all taxes, permits, licenses, utilities, and insurance (hereinafter collectively referred to as "maintenance").

(b) The actual costs of such maintenance plus a reasonable amount of reserves for future repairs and replacements, plus an administration fee of 5% of the costs (collectively, the "Assessments") shall be paid by the owners of the Real Property as follows:

Parcel 1 – 5%
Parcel 2 – 25%
Parcel 3 – 55%
Parcel 4 – 10%
Parcel 5 – 5%

(c) All Assessments due hereunder shall be payable within 30 days of receipt of billing, unless otherwise specified in such notice, and shall be payable in the amount and manner specified in such notice, which may include imposition of late fees, penalties or charges.

4. **Payment of Assessments; Binding Arbitration of Disputes.** Each Assessment to a parcel described in this Declaration shall be a charge against the owner of such parcel and shall become automatically a lien, in favor of the owner of the Detention Basin, on the real property against which it is levied as soon as the Assessment becomes due.

(a) Should any owner fail to pay any Assessment due hereunder within 30 days after the due date thereof, then such Assessment shall be delinquent, the owner(s) shall be charged a late fee of the greater of \$100.00 or 5% of the unpaid amount, and the unpaid amount shall bear interest at the rate of 10% per annum, compounded monthly (or, if lower, the maximum rate permitted by law) from the delinquency date until paid, which late fee and interest shall become

part of the delinquent Assessment and the lien. Should the owner of the Detention Basin engage the services of an attorney to collect any assessment hereunder, all costs of collecting such assessment, including, without limitation, court costs and reasonable attorneys' fees, shall, to the extent permitted by applicable law, be added to the amount of the assessment being collected and the lien. Each Assessment, together with late fees, interest thereon and collection costs, shall also be the personal obligation of the owner(s) of the real property for which the Assessment is due, jointly and severally, at the time when the Assessment became due.

(b) Payment of a delinquent Assessment may be enforced by judicial proceedings against the owner(s) personally and/or against the real property, including through lien foreclosure proceedings in any court having jurisdiction of suits for the enforcement of such liens.

(c) No claim for Assessments and charges shall be subject to setoffs or counterclaims made by any owner. To the extent permitted by law, each owner hereby waives the benefit of any redemption, homestead and exemption laws now or hereafter in effect, with respect to the liens created pursuant to this Declaration.

(d) Assessments shall run with the land, are necessary to continue the care, repair and maintenance of the Detention Basin and the Drainage Facilities, and are necessary for the continued provision of services, and, accordingly, Assessments accruing or becoming due during the pendency of bankruptcy proceedings shall constitute administrative expenses of the bankrupt estate.

(e) In the event such owners are unable to agree upon the necessity or scope of any maintenance, unless otherwise determined by the plans and specifications approved by the City, any owner may submit the issue(s) to arbitration according to the rules of the American Arbitration Association. The results of such arbitration shall be final and binding upon all owners. Any disputes regarding payment or nonpayment of Assessments shall be governed by Section 4 of this Declaration.

5. **Interference with Drainage Way or Facilities.** Except where necessitated by maintenance, no owner of real property subject to this Declaration shall itself, or permit others to block, obstruct, hinder or interfere with the intended use of the Detention Basin or any of the Drainage Facilities.

6. **Rights and Obligations of Successors.** The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Declaration shall bind and inure to the benefit of the owner(s) of the Real Property, their respective heirs, representatives, grantees, mortgagees, successors and assigns, including any future owner of a subdivided lot or portion of any of the Real Property subject to this Declaration. The Declarant shall have the right to convey the Detention Basin to a not-for-profit owners association, in which event the association shall be obligated to carry out the obligations of the owner of the Detention Basin as described herein. The Assessment attributable to the Detention Basin and Drainage Facilities according to Section 3 of this Declaration may be collected by the homes association, according to all applicable declarations and the bylaws of the association, from the current and future lot owners within the Real Property.

7. **Modification and Cancellation.** This Declaration may be modified or canceled only by the unanimous written agreement of all of the then owners of the Real Property. For purposes herein, the Detention Basin area may be represented by the owners association holding title to the Detention Basin, if applicable. To the extent that portions of the Real Property other than the Detention Basin become subject to the governance of one or more other homeowners associations, the approval by such association shall represent approval by all owners within the subject area.

8. **Termination of Liability.** Whenever a transfer of ownership of any property subject to this Declaration occurs, such transferor shall not be liable for any breach of this Declaration occurring thereafter.

9. **General.** The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Declaration, nor in any way affect the terms of provisions herein. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Detention Basin to or for the general public or for any public purposes whatever, it being the intention of the parties hereto that this Declaration shall be strictly limited to and for the purposes contained herein. All notices to be given pursuant to this Declaration shall be in writing and must be given by United States certified mail, postage prepaid, properly addressed to the parties at the addresses of the applicable owner of the real property subject hereto, or in the case of an owners association, at the address of such association. Each owner of real property subject to this Declaration, or an association as described in Section 7, agrees to execute, within ten (10) days after written request from the other owner(s), such certificates as may be reasonably requested by the other owner(s), its/their mortgagee, or prospective purchasers which states whether or not such other owner is in compliance with the terms of this Declaration, and, if not, specifying the details of such noncompliance. This Declaration and all proceedings hereunder shall be governed by the laws of the State of Missouri, without regard for conflict of law principles.

[Signature on following page.]

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year indicated below.

DECLARANT

M-III Longview LLC,
a Delaware limited liability company

By: Mariner Real Estate Management, LLC,
a Delaware limited liability company, its manager

By: [Signature]
Name: Terry Anderson
Title: Co-President

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this 30th day of September, 2015, before me appeared Terry Anderson, to me personally known, who being by me duly sworn, did say that he is the Co-President of Mariner Real Estate Management, LLC, a Delaware limited liability company, the manager of M-III Longview LLC, a Delaware limited liability company, and said Co-president acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

[Signature]
Notary Public
Printed Name: Jennifer Metz

My commission expires:

8/20/18



EXHIBIT 1

LEGAL DESCRIPTION – PARCEL 1

A tract of land 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: Commencing at the Northeast corner of said Northwest Quarter; thence North $87^{\circ}11'20''$ West, along the North line of said Northwest Quarter, 740.57 feet; thence South $03^{\circ}11'10''$ West, 371.39 feet to a point on the West line of BRIDLEWOOD – 4th PLAT LOTS 169A-174A, a subdivision in said Lee's Summit, Jackson County, Missouri, said point being the Point of Beginning of the tract of land to be herein described; thence South $03^{\circ}11'10''$ West along said West line and the West line of BRIDLEWOOD-5TH PLAT, a subdivision in said Lee's Summit, Jackson County, Missouri, 292.20 feet; thence North $83^{\circ}07'43''$ West, 247.40 feet; thence Westerly, along a curve to the left, being tangent to the last described course with a radius of 425.00 feet, a central angle of $39^{\circ}23'12''$ and an arc distance of 292.16 feet; thence Westerly, along a curve to the right, having a common tangent with the last described course with a radius of 15.00 feet, a central angle of $85^{\circ}17'48''$ and an arc distance of 22.33 feet; thence North $37^{\circ}13'07''$ West, 26.81 feet; thence Northerly, along a curve to the right, being tangent to the last described course with a radius of 190.00 feet, a central angle of $40^{\circ}01'47''$ and an arc distance of 132.74 feet; thence North $02^{\circ}48'40''$ East, 206.52 feet; thence South $87^{\circ}11'27''$ East, 606.45 feet to the Point of Beginning. Containing 177,742 square feet or 4.08 acres, more or less.

EXHIBIT 2

LEGAL DESCRIPTION – PARCEL 2

A tract of land 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: Commencing at the Southwest corner of said Northwest Quarter; thence North $03^{\circ}15'11''$ East, along the West line of said Northwest Quarter, 1,832.25 feet; thence South $86^{\circ}44'49''$ East, 636.78 feet to a point on the Easterly right-of-way line of SW. Longview Boulevard, as now established, said point being the Point of Beginning of the tract of land to be herein described; thence North $57^{\circ}39'58''$ East, 146.38 feet; thence South $87^{\circ}57'58''$ East, 548.27 feet; thence Southeasterly, along a curve to the left, having an initial tangent bearing of South $33^{\circ}45'01''$ East with a radius of 250.00 feet, a central angle of $03^{\circ}28'06''$ and an arc distance of 15.13 feet; thence South $37^{\circ}13'07''$ East, 123.26 feet; thence Southerly, along a curve to the right, being tangent to the last described course with a radius of 250.00 feet, a central angle of $95^{\circ}59'42''$ and an arc distance of 418.86 feet; thence South $58^{\circ}46'34''$ West, 315.10 feet to a point on said Easterly right-of-way line; thence North $76^{\circ}13'52''$ West, along said Easterly right-of-way line, 77.77 feet; thence North $31^{\circ}13'52''$ West, continuing along said Easterly right-of-way line, 656.64 feet to the Point of Beginning. Containing 353,195 square feet or 8.11 acres, more or less.

EXHIBIT 3

LEGAL DESCRIPTION – PARCEL 3

A tract of land 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 Southwest corner of Lot 210, BRIDLEWOOD-6TH PLAT, a subdivision in said Lee's Summit, Jackson County, Missouri; thence South 50°53'58" East, along the West line of said BRIDLEWOOD-6TH PLAT, 623.60 feet; thence South 14°52'27" West, continuing along said West line, 266.43 feet; thence South 03°11'26" West, continuing along said West line, 249.91 feet to a point on the Northerly right-of-way line of S.W. Longview Road, per the plat of NEW LONGVIEW ROADWAY PLAT, a subdivision in said Lee's Summit, Jackson County, Missouri; thence North 87°10'33" West, along said Northerly right-of-way line, 314.78 feet; thence North 02°48'52" East, 246.42 feet; thence North 13°51'38" East, 131.50 feet; thence North 50°54'00" West, 176.98 feet; thence North 39°06'00" East, 4.05 feet; thence North 50°54'00" West, 139.00 feet; thence North 39°06'00" East, 130.00 feet; thence North 50°54'00" West, 6.85 feet; thence Northwesterly, along a curve to the right, being tangent to the last described course with a radius of 625.00 feet, a central angle of 04°42'03" and an arc distance of 51.28 feet; thence North 88°51'01" West, 15.26 feet; thence Southwesterly, along a curve to the right, having an initial tangent bearing of South 50°04'50" West with a radius of 225.00 feet, a central angle of 02°12'47" and an arc distance of 8.69 feet; thence North 37°42'22" West, 50.00 feet; thence Northeasterly, along a curve to the left, having an initial tangent bearing of North 52°17'38" East with a radius of 175.00 feet, a central angle of 01°18'39" and an arc distance of 4.00 feet; thence North 04°44'50" East, 14.96 feet; thence Northwesterly, along a curve to the right, having an initial tangent bearing of North 39°42'23" West with a radius of 625.00 feet, a central angle of 07°23'58" and an arc distance of 80.71 feet; thence South 57°41'35" West, 163.49 feet; thence North 15°04'41" West, 46.93 feet; thence North 87°11'08" West, 221.91 feet; thence North 02°48'52" East, 7.61 feet; thence North 87°11'08" West, 151.57 feet to a point on the Easterly right-of-way line of S.W. Longview Boulevard, as now established; thence Northerly, along said Easterly right-of-way line, along a curve to the left, having an initial tangent bearing of North 03°03'02" West with a radius of 380.00 feet, a central angle of 28°05'18" and an arc distance of 186.29 feet; thence North 31°08'20" West, continuing along said Easterly right-of-way line, 120.23 feet; thence North 13°48'08" East, continuing along said Easterly right-of-way line, 77.53 feet; thence North 58°46'08" East, continuing along said Easterly right-of-way line, 62.83 feet; thence North 31°13'52" West, continuing along said Easterly right-of-way line, 60.00 feet; thence North 58°46'34" East, 257.26 feet; thence Northerly, along a curve to the left, being tangent to the last described course with a radius of 250.00 feet, a central angle of 90°21'47" and an arc distance of 394.28 feet; thence North 58°24'47" East, 60.00 feet; thence Northwesterly, along a curve to the left, having an initial tangent bearing of North 31°35'13" West with a radius of 310.00 feet, a central angle of 05°37'55" and an arc distance of 30.47 feet; thence North 37°13'07" West, 16.12 feet; thence Northerly, along a curve to the right, being tangent to the last described course with a radius of 15.00 feet, a central angle of 95°45'07" and an arc distance of 25.07 feet; thence Easterly, along a curve to the right, having a common tangent with the last described course with a radius of 375.00 feet, a central angle of 38°20'18" and an arc distance of 250.92 feet; thence South 83°07'43" East, 250.62 feet to a point on the West line of BRIDLEWOOD-5TH PLAT, a

subdivision in said Lee's Summit, Jackson County, Missouri; thence South $03^{\circ}11'10''$ West, along said West line and the West line of said BRIDLEWOOD-6TH PLAT, 963.16 feet to the Point of Beginning. Containing 957,480 square feet or 21.98 acres, more or less.

EXHIBIT 4

LEGAL DESCRIPTION – PARCEL 4

All of Lot 2, MINOR PLAT OF KESSLER FIRST PLAT – LOTS 1 THRU 3, a subdivision in Lee's Summit, Jackson County, Missouri. Containing 272,355 square feet or 6.25 acres, more or less.

EXHIBIT 5

LEGAL DESCRIPTION – PARCEL 5

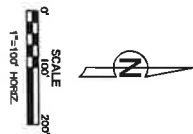
All of Lot 7, TOWER PARK COMMERCIAL – PHASE 2 LOTS 5, 6, 7, TRACTS A AND B, a subdivision in Lee's Summit, Jackson County, Missouri. Containing 29,894 square feet or 0.69 acres, more or less.

EXHIBIT 6

DEPICTION OF REAL PROPERTY AND DETENTION BASIN

[See attached]

KESSLER RIDGE AT NEW LONGVIEW - FIRST PLAT
DETENTION AREA EXHIBIT
 NW. 1/4, SEC. 10 - TWP. 47 N. - Rge. 32 W.
 LEE'S SUMMIT, JACKSON COUNTY, MISSOURI



2960.0983
 M-11 Longview, LLC
 1400 W. 10th Street, Suite 350
 Leeward, KS 66211
 816-381-3789

DATE OF SURVEY:	
08-04-15	REVISION:
08-04-15	BY: JLS
DESIGNED BY: JLS	
DRAWN BY: JLS	
DATE: 08-04-15	
PROJECT: Kessler Ridge at New Longview	
CLIENT: M-11 Longview, LLC	
PROJECT LOCATION: NW. 1/4, SEC. 10 - TWP. 47 N. - Rge. 32 W., Lee's Summit, Jackson County, Missouri	
PROJECT NUMBER: 14036-02	

Sheet No.:
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