

When Recorded Mail to:

Marc A Russell
Duggan Shadwick Doerr & Kurlbaum LLC
9101 W. 110th Street, Suite 200
Overland Park, Kansas 66210

Title of Document: Sanitary Sewer Easement

Date of Document: _____, 2019

Parties: **HMH LIMITED, INC.**

PHILLIP AND NADINE OWENSBY

NPC QUALITY BURGERS, INC.

720 W. 20TH Street
Pittsburg, KS 66762

Legal Description: See Exhibits A, B, & C attached hereto

Reference Book and Page(s): N/A

PERMANENT SANITARY SEWER EASEMENT

THIS PERMANENT SANITARY SEWER EASEMENT is made and entered into this ____ day of _____, 2019, by and between **HMH LIMITED, INC.**, a Missouri corporation and **PHILLIP AND NADINE OWENSBY**, husband and wife (collectively the “Grantors”) and **NPC QUALITY BURGERS, INC.**, a Kansas corporation (the “Grantee”).

WITNESSETH:

WHEREAS, the Grantors own and have title to the real property described on Exhibit A, attached hereto and incorporated herein (the “Grantor Property”).

WHEREAS, Grantee owns and has title to the real property described on Exhibit B, attached hereto and incorporated herein (the “Grantee Property”).

WHEREAS, the Grantors desire to grant to one another and to Grantee a permanent sanitary sewer easement over, under and through certain portions of the Grantor Property described herein.

NOW THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

SECTION ONE GRANT OF PERMANENT SANITARY SEWER EASEMENT

In consideration of One and no/100 Dollars (\$1.00) in hand paid and other valuable consideration, receipt of which is hereby acknowledged, the Grantors do hereby grant and convey unto each other and to the Grantee, all successors and assigns of each, a permanent sanitary sewer easement to construct, maintain, alter, repair, replace, and operate one or more sewer lines and all appurtenances related thereto for the collection of sanitary sewage over and through that portion of the Grantor Property legally described and depicted on Exhibit C, attached hereto and incorporated herein, together with the right of ingress and egress over the Grantor Property for the purpose of performing any necessary work on the sanitary sewer lines (the “Sanitary Sewer Easement”).

The parties acknowledge that a sanitary sewer line is presently located within the Sanitary Sewer Easement and serves the Grantor Property and Grantee Property. The parties agree that the Grantee Property shall be redeveloped by Grantee, which will require a new connection to the existing sanitary sewer line presently located within the Sanitary Sewer Easement and that such new connection is hereby approved.

SECTION TWO TERM

The Sanitary Sewer Easement shall be permanent and the term of this Easement be perpetual.

SECTION THREE RIGHTS OF GRANTORS

Grantors reserve the right to fully use and enjoy the premises except for such use as may unreasonably interfere with the exercise by Grantee of the rights granted herein.

SECTION FOUR RESTORATION OF SURFACE

After any work on the sanitary sewer line, including, without limitation, Grantee's new connection to the same, the party hereto performing such work shall restore the Sanitary Sewer Easement Area to as near the original condition that existed prior to such work. All of said restoration is to be done within a reasonable time after construction/repair completion.

SECTION FIVE ASSIGNMENT

The rights granted herein shall be assignable and shall run with the land.

SECTION SIX WARRANTY OF TITLE

Grantors covenant that they are the owners of the premises and have the rights, title and capacity to grant the easement herein conveyed.

SECTION SEVEN EFFECT OF AGREEMENT

This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

GRANTORS:

HMH LIMITED, INC., a Missouri corporation

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF _____)

)ss.

COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 2019, before me, the undersigned, a Notary Public within and for the County and State aforesaid, came _____ the _____ of HMH LIMITED, INC., a Missouri corporation, to me personally known to be the identical person who executed the above and foregoing instrument and who acknowledged the execution of the same on behalf of said corporation.

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

Notary Public

My Appointment expires:

(Seal)

GRANTORS:

PHILLIP OWENSBY

NADINE OWENSBY

ACKNOWLEDGMENT

STATE OF _____)
)ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 2019, before me, the undersigned, a Notary Public within and for the County and State aforesaid, came _____ and _____, to me personally known to be the identical person who executed the above and foregoing instrument and who acknowledged the execution of the same.

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

Notary Public

My Appointment expires:

(Seal)

GRANTEE:

NPC QUALITY BURGERS, INC.,
a Kansas corporation

By: _____
Name: _____
Its: _____

ACKNOWLEDGMENT

STATE OF _____)
)ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 2019, before me, the undersigned, a Notary Public within and for the County and State aforesaid, came _____ the _____ of NPC QUALITY BURGERS, INC., a Kansas corporation, to me personally known to be the identical person who executed the above and foregoing instrument and who acknowledged the execution of the same on behalf of said corporation.

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

Notary Public

My Appointment expires:

(Seal)

EXHIBIT A
LEGAL DESCRIPTION OF GRANTOR PROPERTY

HMH Limited, Inc:

PART OF LOT 5A, "POLK ADDITION, LOTS 5A AND 5B"

All that part of Lot 5 A of "Polk Addition, Lots 5A and 5B", a subdivision in Lee's Summit, Jackson County, Missouri, described as follows: Beginning at the Southeast corner of said Lot 5A; thence S 90 degrees, 0 minutes, 0 seconds West along the South line of said Lot 5A, a distance of 26.05 feet; thence North 0 degrees, 0 minutes, 0 seconds East continuing along the Lot line of said Lot 5A, a distance of 110 feet; thence North 90 degrees, 0 minutes, 0 seconds East, a distance of 26.05 feet to a point on the Lot line between Lot 5A and Lot 5B of said subdivision; thence South 0 degrees, 0 minutes, 0 seconds West along the Lot line of said Lot 5A and Lot 5B, a distance of 110 feet to the Point of Beginning, containing 2.865.5 square feet, more or less, all being subject to easements, rights of way and restrictions of record.

Phillip and Nadine Owensby:

Lot 5B, Polk's Addition, Lots 5A and 5B, a subdivision in Lee's Summit, Jackson County, Missouri.

EXHIBIT B
LEGAL DESCRIPTION OF GRANTEE PROPERTY

All of Lot 5A, POLK ADDITION, LOTS 5A AND 5B, a subdivision in Lee's Summit, Jackson County, Missouri, except that part described as follows:

All that part of Lot 5A, POLK ADDITION, LOTS 5A AND 5B, described as follows: Beginning at the Southeast corner of said Lot 5A; thence South 90 degrees 0 minutes 0 seconds West along the South line of said Lot 5A, a distance of 26.05 feet; thence North 0 degrees 0 minutes 0 seconds East continuing along the lot line of said Lot 5A, a distance of 110 feet; thence North 90 degrees 0 minutes 0 seconds East, a distance of 26.05 feet to a point on the lot line between Lot 5A and Lot 5B of said subdivision; thence South 0 degrees 0 minutes 0 seconds West along the lot line of said Lot 5A and Lot 5B, a distance of 110 feet to the point of beginning.

EXHIBIT C
LEGAL DESCRIPTION & DEPICTION OF SANITARY SEWER EASEMENT