

**RIGHT OF WAY DEED
(CORPORATION)**

THIS AGREEMENT, made this 27 day of September, 2021, by and between **Clayton Properties Group, Inc. d/b/a Summit Homes, Grantor**, and the City of Lee's Summit, Missouri, a Municipal Corporation with a mailing address of 220 SE Green, 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 Right of Way easement for the construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway or thoroughfare, including without limitation, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described lots, tracts, or parcels of land lying, being and situated in the County of Jackson, and the State of Missouri, to-wit:

All these parts of the Northeast Quarter of Section 16, Township 47 North, Range 31 West, in the City of Lee's Summit, Jackson County, Missouri, and as described by Timothy Blair Wiswell, Professional License No. 2009000067 of Olsson, Inc., and being more particularly described as follows:

Permanent Right-of-Way #1 Description:

COMMENCING at the Northeast Corner, of the Northeast Quarter of said Section 16-T47N-R31W;

thence North 88 degrees 07 minutes 52 seconds West, on the North line of said Northeast Quarter, a distance of 39.75 feet, to a point;

thence South 01 degree 52 minutes 08 seconds West, departing the North line of said Northeast Quarter, a distance of 20.00 feet, to the point of intersection of the South Right-of-Way line of SE Bailey Road, and the West Right-of-Way line of SE Ranson Road, as both are now established, said point also being the POINT OF BEGINNING of said Permanent Right-of-Way #1;

thence South 01 degree 08 minutes 38 seconds West, on the West Right-of-Way line of said SE Ranson Road, a distance of 10.00 feet, to a point;

thence North 57 degrees 19 minutes 31 seconds West, departing the West Right-of-Way line of said SE Ranson Road, a distance of 17.57 feet;

thence North 88 degrees 07 minutes 48 seconds West, a distance of 220.00 feet, to a point;

thence North 01 degree 52 minutes 12 seconds East, a distance of 1.00 feet, to a point on the South Right-of-Way line of said SE Bailey Road;

thence South 88 degrees 07 minutes 48 seconds East, on the South Right-of-Way line of said SE Bailey Road, a distance of 234.97 feet, to the POINT OF BEGINNING of said Permanent Right-of-Way #1, containing 302 square feet or 0.0069 acres, more or less.

AND ALSO:

Permanent Right-of-Way #2 Description:

COMMENCING at the Northeast Corner, of the Northeast Quarter of said Section 16-T47N-R31W;

thence North 88 degrees 07 minutes 52 seconds West, on the North line of said Northeast Quarter, a distance of 1,110.86 feet, to a point;

thence South 01 degree 52 minutes 08 seconds West, departing the North line of said Northeast Quarter, a distance of 19.98 feet, to a point on the South Right-of-Way line of SE Bailey Road, as now established, said point also being the POINT OF BEGINNING of said Permanent Right-of-Way #2;

thence South 89 degrees 09 minutes 01 second West, departing the South Right-of-Way line of said SE Bailey Road, a distance of 199.55 feet, to a point on the Westerly line of said Clayton Properties Group Inc. property;

thence North 35 degrees 20 minutes 58 seconds East, on the Westerly line of said property, a distance of 11.35 feet, to a point on the South Right-of-Way line of said SE Bailey Road;

thence South 88 degrees 07 minutes 48 seconds East, on the South Right-of-Way line of said SE Bailey Road, a distance of 193.07 feet, to the POINT OF BEGINNING of said Permanent Right-of-Way #2, containing 914 square feet or 0.0210 acres, more or less.

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 easement 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 hereunto set his hand this 27 day of September, 2021.

Bradley Kempf
Signature
BRADLEY KEMPF
Print Name
ASSISTANT SECRETARY
Title

Signature

Print Name

Title

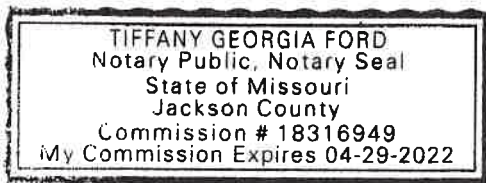
ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF JACKSON

On this 27 day of Sept., 2021, before me personally appeared Bradley Kempf, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he/she (or they) executed the same as his/her (or their) free act and deed.

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



Seal

Tiffany Georgia Ford
Notary Public Signature

Tiffany Georgia Ford
Print Name

TEMPORARY CONSTRUCTION EASEMENT (CORPORATION)

THIS AGREEMENT, made and entered into this 27 day of September 2021 is by and between **Clayton Properties Group, Inc. d/b/a Summit Homes**, hereinafter called **GRANTOR**, and the City of Lee's Summit, a Municipal Corporation located in Jackson and Cass Counties, Missouri, with a mailing address of 220 S.E. Green Street, Lee's Summit, Missouri 64063, hereinafter called **GRANTEE**. The **GRANTOR**, for and in consideration of the sum of One and no/100's Dollars (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which hereby acknowledged, does hereby grant, bargain, sell, convey, and confirm unto the **GRANTEE** a Temporary Construction Easement for use in the establishment, building and construction of public streets, alleys, roadways and thoroughfares (together with all necessary appurtenances thereto) and widening, re-establishment, reconstruction, and repair of existing streets, alleys, thoroughfares, and roadways; the construction, reconstruction and repair of sanitary sewer lines, water lines, storm sewers, drainage ditches, waterways, and other municipal projects; on, over, under, and across the following described land in the County of Jackson, and the State of Missouri, to-wit:

Temporary Construction Easement #1 Description:

COMMENCING at the Northeast Corner, of the Northeast Quarter of said Section 16-T47N-R31W;

thence North 88 degrees 07 minutes 52 seconds West, on the North line of said Northeast Quarter, a distance of 39.75 feet, to a point;

thence South 01 degree 52 minutes 08 seconds West, departing the North line of said Northeast Quarter, a distance of 30.00 feet, to a point on the West Right-of-Way line of SE Ranson Road, as now established, said point also being the POINT OF BEGINNING of said Temporary Construction Easement #1;

thence South 01 degree 08 minutes 38 seconds West, on the West Right-of-Way line of said SE Ranson Road, a distance of 267.42 feet, to a point of curvature;

thence Southerly, continuing on the West Right-of-Way line of said SE Ranson Road, on a curve to the right, having a radius of 11,419.16 feet, and through a central angle of 01 degree 11 minutes 00 seconds, an arc length of 235.84 feet, to a point of tangency;

thence South 02 degrees 19 minutes 38 seconds West, continuing on the West Right-of-Way line of said SE Ranson Road, a distance of 90.00 feet, to a point;

thence North 87 degrees 40 minutes 22 seconds West, departing the West Right-of-Way line of said SE Ranson Road, a distance of 10.00 feet, to a point;

thence North 01 degree 33 minutes 59 seconds East, a distance of 582.15 feet, to a point;

thence North 88 degrees 07 minutes 48 seconds West, a distance of 120.00 feet, to a point;

thence South 01 degree 52 minutes 12 seconds West, a distance of 30.00 feet, to a point;

thence North 88 degrees 07 minutes 48 seconds West, a distance of 35.00 feet, to a point;

thence North 01 degree 52 minutes 12 seconds East, a distance of 30.00 feet, to a point;

thence North 88 degrees 07 minutes 48 seconds West, a distance of 165.00 feet, to a point;

thence North 01 degree, 52 minutes 12 seconds East, a distance of 21.00 feet, to a point on the South Right-of-Way line of SE Bailey Road, as now established;

thence South 88 degrees 07 minutes 48 seconds East, a distance of 94.77 feet, to a point;

thence South 01 degree 52 minutes 12 seconds West, departing the South Right-of-Way line of said SE Bailey Road, a distance of 1.00 feet, to a point;

thence South 88 degrees 07 minutes 48 seconds East, a distance of 220.00 feet, to a point;

thence South 57 degrees 19 minutes 31 seconds East, a distance of 17.57 feet, to the POINT OF BEGINNING of said Temporary Construction Easement #1, containing 14,253 square feet or 0.3272 acres, more or less.

AND ALSO:

Temporary Construction Easement #2 Description:

COMMENCING at the Northeast Corner, of the Northeast Quarter of said Section 16-T47N-R31W;

thence North 88 degrees 07 minutes 52 seconds West, on the North line of said Northeast Quarter, a distance of 1,171.32 feet, to a point;

thence South 01 degree 52 minutes 08 seconds West, departing the North line of said Northeast Quarter, a distance of 22.85 feet, to the POINT OF BEGINNING of said Temporary Construction Easement #2;

thence South 00 degrees 50 minutes 59 seconds East, a distance of 15.00 feet, to a point;

thence South 89 degrees 09 minutes 01 second West, a distance 150.00 feet, to a point on the Westerly line of said Clayton Properties Group Inc. property;

thence North 35 degrees 20 minutes 58 seconds East, on the Westerly line of said property, a distance of 18.59 feet, to a point;

thence North 89 degrees 09 minutes 01 second East, a distance of 139.02 feet, to the POINT OF BEGINNING of said Temporary Construction Easement #2, containing 2,168 square feet or 0.0498 acres, more or less.

GRANTEE, its employees and duly authorized agents, its contractors and their employees shall have the right to enter upon above described land at any and all times to construct, build, repair, survey; operate and store machinery and equipment; establish, alter and change grade and contour of the land; remove trees, brush, shrubbery, bushes, permanent structures and personal property including fences; and to use said land for all reasonable purposes during the construction period of the project, and for ninety (90) days thereafter, at which time all rights of **GRANTEE** herein conveyed in above described land shall terminate and cease.

GRANTEE, agrees that it will restore, replace, relocate, and repair all existing driveways, sidewalks, steps, fences, and utility installations located within the easement area, which are damaged or temporarily removed during the course of construction. **GRANTEE** shall also grade, seed or sod, and restore yard areas damaged by said construction work. Such restoration and replacement shall be at the sole expense of the **GRANTEE**, and shall be of substantially equal value to existing improvements at the time of commencement of construction activities. Subject to the foregoing, this commitment shall not be construed to require additional compensation for items herein designated for permanent removal.

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.

GRANTOR herewith acknowledges receipt of a good and sufficient consideration to compensate for any and all damage suffered or to be suffered or sustained by them as a result of removal of trees, shrubs and other permanent improvements on the easement herein described, other than those to be replaced, if any, as herein provided, together with any and all damages suffered or to be suffered or sustained by **GRANTOR** as a result of the relocation, construction, or maintenance of the facilities to be built by **GRANTEE** and any and all other damage suffered or to be suffered or sustained by **GRANTOR** as a result of the use of this easement by **GRANTEE** or its contractors, employees and agents.

IN WITNESS WHEREOF, **Grantor** has hereunto set his hand this 27 day of September 2021.

Bradley Kempf
Signature
BRADLEY KEMPF
Printed Name
ASST. SECRETARY
Title

Signature

Printed Name

Title

CORPORATION ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF JACKSON

On this 27 day of September 2021, before me personally appeared Bradley Kempf, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or they) executed the same as his (or their) free act and deed.

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



Tiffany Georgia Ford
Notary Public Signature

Tiffany Georgia Ford
Print Name