

EXHIBIT "A"

(1 of 2)

File No. 020-0103

Lee's Summit School District #7

Middle School #4

April 29, 2021

Chapel Oaks Development Co.

Warranty Deed

Doc. No.: 1999I 0014504

All that part of Tract B, Newberry Commons, Lots 132-162 and Tracts A, B & C, a subdivision 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 Description:

BEGINNING at the Northwest corner of said Tract B, said point also being on the South Right-of-Way line of SE Bailey Road, as established with said subdivision;

thence South 88 degrees 07 minutes 47 seconds East, on the North line of said Tract B, and on the South Right-of-Way line of said SE Bailey Road, a distance of 40.00 feet, to the Northeast corner of said Tract B, said point also being on the West Right-of-Way line of Norwood Drive, as established with said subdivision;

thence South 01 degrees 52 minutes 13 seconds West, on the East line of said Tract B, and on the West Right-of-Way line of said Norwood Drive, a distance of 25.58 feet, to a point;

thence North 43 degrees 07 minutes 47 seconds West, departing the East line of said Tract B, and the West Right-of-Way line of said Norwood Drive, a distance of 28.39 feet, to a point;

thence North 88 degrees 07 minutes 47 seconds West, a distance of 19.92 feet, to a point on the West line of said Tract B;

thence North 01 degree 52 minutes 13 seconds East, on the West line of said Tract B, a distance of 5.50 feet, to the POINT OF BEGINNING of said

EXHIBIT "A"

(2 of 2)

Permanent Right-of-Way, containing 422 square feet or 0.0097 acres, more or less.

(As depicted on Exhibit "B" attached and incorporated herein)

AND ALSO:

Temporary Construction Easement Description:

COMMENCING at the Northwest corner of said Tract B, said point also being on the South Right-of-Way line of SE Bailey Road, as established with said subdivision;

thence South 01 degree 52 minutes 13 seconds West, on the West line of said Tract B, a distance of 5.50 feet, to the POINT OF BEGINNING of said Temporary Construction Easement;

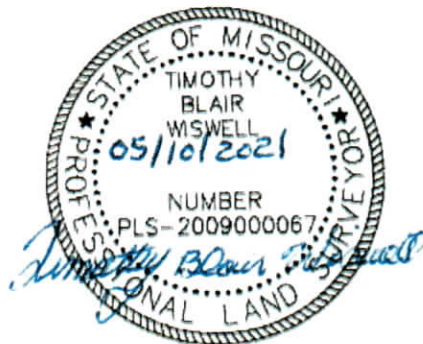
thence South 88 degrees 07 minutes 47 seconds East, departing the West line of said Tract B, a distance of 19.92 feet, to a point;

thence South 43 degrees 07 minutes 47 seconds East, a distance of 17.98 feet, to a point;

thence South 89 degrees 04 minutes 54 seconds West, a distance of 32.68 feet, to a point on the West line of said Tract B;

thence North 01 degree 52 minutes 13 seconds East, on the West line of said Tract B, a distance of 14.31 feet, to the POINT OF BEGINNING of said Temporary Construction Easement, containing 360 square feet or 0.0083 acres, more or less.

(As depicted on Exhibit "B" attached and incorporated herein)



**Olsson Associates
7301 West 133rd Street
Suite 200
Overland Park, KS 66213
(913) 381-1170**

EXHIBIT "A"
(1 of 3)

File No. 020-0103
Lee's Summit School District #7
Middle School #4
April 29, 2021

Chapel Oaks Development Co.
Warranty Deed
Doc. No.: 1999I 0014504

All that part of Lot 290, Newberry Commons 2nd Plat, Lots 280 thru 291 & Tract D, a subdivision 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 Description:

BEGINNING at the Northwest corner of said Lot 290, said point also being on the South Right-of-Way line of SE Bailey Road, as established with said subdivision;

thence South 88 degrees 07 minutes 47 seconds East, on the North line of said Lot 290 and on the South Right-of-Way line of said SE Bailey Road, a distance of 312.33 feet, to the point of intersection of the South Right-of-Way line of said SE Bailey Road, and the West Right-of-Way line of Broadway Circle, as established with said subdivision, said point also being a point of curvature;

thence Easterly, Southeasterly and Southerly, on the East line of said Lot 290 and on the West Right-of-Way line of said Broadway Circle, and along a curve to the right, having a radius of 15.00 feet, and through a central angle of 74 degrees 32 minutes 13 seconds, an arc length of 19.51 feet, to a point on a non-tangent line;

thence North 88 degrees 07 minutes 47 seconds West, departing the East line of said Lot 290 and the West Right-of-Way line of said Broadway Circle, a distance of 337.88 feet, to a point on the West line of said Lot 290, said point also being on the East Right-of-Way line of Hamblen Road, as established with said subdivision;

EXHIBIT "A"

(2 of 3)

thence North 47 degrees 07 minutes 19 seconds East, on the West line of said Lot 290 and on the East Right-of-Way line of said Hamblen Road, a distance of 15.63 feet, to the POINT OF BEGINNING of said Permanent Right-of-Way, containing 3,614 square feet or 0.0830 acres, more or less.

(As depicted on Exhibit "B" attached and incorporated herein)

AND ALSO:

Temporary Construction Easement Description:

COMMENCING at the Northwest corner of said Lot 290, said point also being on the East Right-of-Way line of Hamblen Road, as established with said subdivision;

thence South 47 degrees 07 minutes 19 seconds West, on the West line of said Lot 290 and on the East Right-of-Way line of said Hamblen Road, a distance of 15.63 feet, to the POINT OF BEGINNING of said Temporary Construction Easement;

thence South 88 degrees 07 minutes 47 seconds East, departing the West line of said Lot 290 and the East Right-of-Way line of said Hamblen Road, a distance of 337.88 feet, to a point on the East line of said Lot 290, said point also being on the West Right-of-Way line of Broadway Circle, as established with said subdivision, said point also being on a non-tangent curve;

thence Southerly, on the East line of said Lot 290 and on the West Right-of-Way line of said Broadway Circle, and on a curve to the right, whose initial tangent bearing is South 13 degrees 35 minutes 33 seconds East, having a radius of 15.00 feet, and through a central angle of 15 degrees 27 minutes 47 seconds, an arc length of 4.05 feet, to a point of tangency;

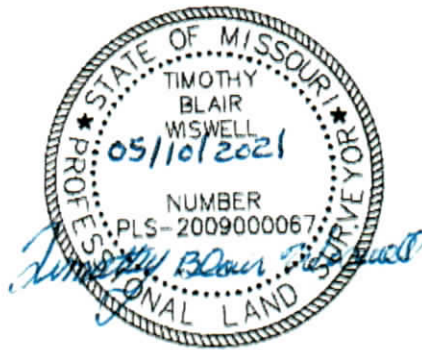
thence South 01 degree 52 minutes 13 seconds West, continuing on the East line of said Lot 290 and on the West Right-of-Way line of said Broadway Circle, a distance of 6.00 feet, to a point;

thence North 88 degrees 07 minutes 47 seconds West, departing the East line of said Lot 290 and the West Right-of-Way line of said Broadway Circle, a distance of 348.51 feet, to a point on the West line of said Lot 290, said point also being on the East Right-of-Way line of said Hamblen Road;

EXHIBIT "A"

(3 of 3)

thence North 47 degrees 07 minutes 19 seconds East, on the West line of said Lot 290 and on the East Right-of-Way line of said Hamblen Road, a distance of 14.20 feet, to the POINT OF BEGINNING of said Temporary Construction Easement, containing 3,434 square feet or 0.0788 acres, more or less.



**Olsson Associates
7301 West 133rd Street
Suite 200
Overland Park, KS 66213
(913) 381-1170**

**RIGHT OF WAY DEED
(CORPORATION)**

THIS AGREEMENT, made this 6 day of October, 2021, by and between **Chapel Oaks Development Company, 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 that part of Tract B, Newberry Commons, Lots 132-162 and Tracts A, B & C, a subdivision 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:

BEGINNING at the Northwest corner of said Tract B, said point also being on the South Right-of-Way line of SE Bailey Road, as established with said subdivision;

thence South 88 degrees 07 minutes 47 seconds East, on the North line of said Tract B, and on the South Right-of-Way line of said SE Bailey Road, a distance of 40.00 feet, to the Northeast corner of said Tract B, said point also being on the West Right-of-Way line of Norwood Drive, as established with said subdivision;

thence South 01 degrees 52 minutes 13 seconds West, on the East line of said Tract B, and on the West Right-of-Way line of said Norwood Drive, a distance of 25.58 feet, to a point;

thence North 43 degrees 07 minutes 47 seconds West, departing the East line of said Tract B, and the West Right-of-Way line of said Norwood Drive, a distance of 28.39 feet, to a point;

thence North 88 degrees 07 minutes 47 seconds West, a distance of 19.92 feet, to a point on the West line of said Tract B;

thence North 01 degree 52 minutes 13 seconds East, on the West line of said Tract B, a distance of 5.50 feet, to the POINT OF BEGINNING of said

Permanent Right-of-Way, containing 422 square feet or 0.0097 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 _____ hand this 6 day of Oct, 2021.

Ross S. Barber
Signature

ROSS S. BARBER
Print Name

PRES.
Title

Signature

Print Name

Title

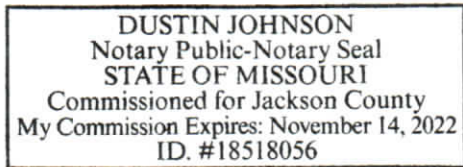
ACKNOWLEDGMENT

STATE OF MISSOURI

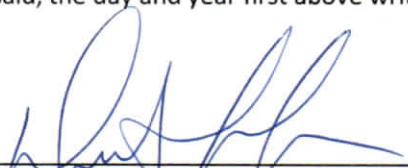
COUNTY OF JACKSON

On this 6 day of Oct, 2021, before me personally appeared Rosario Santoro Barber, 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.

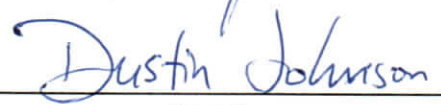
WITNESS my hand and official seal in the County and State aforesaid, the day and year first above written.



Seal



Notary Public Signature



Print Name

TEMPORARY CONSTRUCTION EASEMENT (CORPORATION)

THIS AGREEMENT, made and entered into this 6 day of October, 2021 is by and between **Chapel Oaks Development Company**, 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:

COMMENCING at the Northwest corner of said Tract B, said point also being on the South Right-of-Way line of SE Bailey Road, as established with said subdivision;

thence South 01 degree 52 minutes 13 seconds West, on the West line of said Tract B, a distance of 5.50 feet, to the POINT OF BEGINNING of said Temporary Construction Easement;

thence South 88 degrees 07 minutes 47 seconds East, departing the West line of said Tract B, a distance of 19.92 feet, to a point;

thence South 43 degrees 07 minutes 47 seconds East, a distance of 17.98 feet, to a point;

thence South 89 degrees 04 minutes 54 seconds West, a distance of 32.68 feet, to a point on the West line of said Tract B;

thence North 01 degree 52 minutes 13 seconds East, on the West line of said Tract B, a distance of 14.31 feet, to the POINT OF BEGINNING of said Temporary Construction Easement, containing 360 square feet or 0.0083 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 _____ hand this 6 day of Oct, 2021.

Ross S. Barber
Signature

ROSS S. BARBER
Printed Name

Pres.
Title

Signature

Printed Name

Title

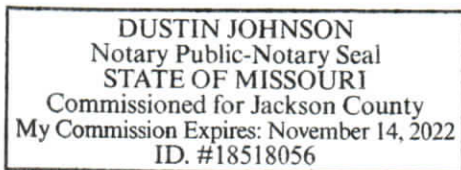
CORPORATION ACKNOWLEDGMENT

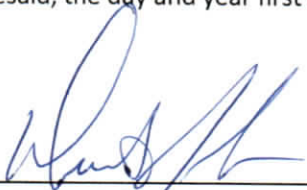
STATE OF MISSOURI

COUNTY OF JACKSON

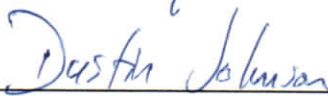
On this 6 day of Oct, 2021, before me personally appeared Rosario Gustavo Berber, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or they) executed the same as his (or their) free act and deed.

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





Notary Public Signature



Print Name

**RIGHT OF WAY DEED
(CORPORATION)**

THIS AGREEMENT, made this 6 day of October, 2021, by and between **Chapel Oaks Development Company, 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 that part of Lot 290, Newberry Commons 2nd Plat, Lots 280 thru 291 & Tract D, a subdivision 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:

BEGINNING at the Northwest corner of said Lot 290, said point also being on the South Right-of-Way line of SE Bailey Road, as established with said subdivision;

thence South 88 degrees 07 minutes 47 seconds East, on the North line of said Lot 290 and on the South Right-of-Way line of said SE Bailey Road, a distance of 312.33 feet, to the point of intersection of the South Right-of-Way line of said SE Bailey Road, and the West Right-of-Way line of Broadway Circle, as established with said subdivision, said point also being a point of curvature;

thence Easterly, Southeasterly and Southerly, on the East line of said Lot 290 and on the West Right-of-Way line of said Broadway Circle, and along a curve to the right, having a radius of 15.00 feet, and through a central angle of 74 degrees 32 minutes 13 seconds, an arc length of 19.51 feet, to a point on a non-tangent line;

thence North 88 degrees 07 minutes 47 seconds West, departing the East line of said Lot 290 and the West Right-of-Way line of said Broadway Circle, a distance of 337.88 feet, to a point on the West line of said Lot 290, said point also being on the East Right-of-Way line of Hamblen Road, as established with said subdivision;

thence North 47 degrees 07 minutes 19 seconds East, on the West line of said Lot 290 and on the East Right-of-Way line of said Hamblen Road, a distance of 15.63 feet, to the POINT OF BEGINNING of said Permanent Right-of-Way, containing 3,614 square feet or 0.0830 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 _____ hand this 6 day of Oct, 2021.

Ross S. Barber
Signature

ROSS S. BARBER
Print Name

Pres.
Title

Signature

Print Name

Title

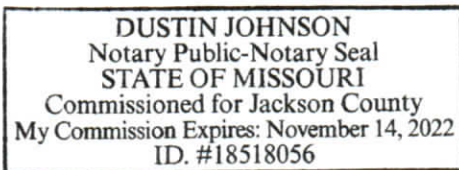
ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF JACKSON

On this 6 day of Oct, 2021, before me personally appeared Rosario Santos Barber, 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



Notary Public Signature



Print Name

**TEMPORARY CONSTRUCTION EASEMENT
(CORPORATION)**

THIS AGREEMENT, made and entered into this 6 day of October, 2021 is by and between **Chapel Oaks Development Company**, 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:

COMMENCING at the Northwest corner of said Lot 290, said point also being on the East Right-of-Way line of Hamblen Road, as established with said subdivision;

thence South 47 degrees 07 minutes 19 seconds West, on the West line of said Lot 290 and on the East Right-of-Way line of said Hamblen Road, a distance of 15.63 feet, to the POINT OF BEGINNING of said Temporary Construction Easement;

thence South 88 degrees 07 minutes 47 seconds East, departing the West line of said Lot 290 and the East Right-of-Way line of said Hamblen Road, a distance of 337.88 feet, to a point on the East line of said Lot 290, said point also being on the West Right-of-Way line of Broadway Circle, as established with said subdivision, said point also being on a non-tangent curve;

thence Southerly, on the East line of said Lot 290 and on the West Right-of-Way line of said Broadway Circle, and on a curve to the right, whose initial tangent bearing is South 13 degrees 35 minutes 33 seconds East, having a radius of 15.00 feet, and through a central angle of 15 degrees 27 minutes 47 seconds, an arc length of 4.05 feet, to a point of tangency;

thence South 01 degree 52 minutes 13 seconds West, continuing on the East line of said Lot 290 and on the West Right-of-Way line of said Broadway Circle, a distance of 6.00 feet, to a point;

thence North 88 degrees 07 minutes 47 seconds West, departing the East line of said Lot 290 and the West Right-of-Way line of said Broadway Circle, a distance of 348.51 feet, to a point on the West line of said Lot 290, said point also being on the East Right-of-Way line of said Hamblen Road;

thence North 47 degrees 07 minutes 19 seconds East, on the West line of said Lot 290 and on the East Right-of-Way line of said Hamblen Road, a distance of 14.20 feet, to the POINT OF BEGINNING of said Temporary Construction Easement, containing 3,434 square feet or 0.0788 acres, more or less.

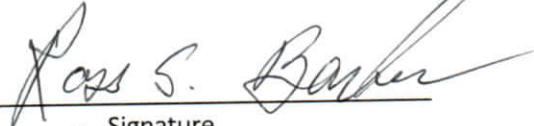
GRANTEE, its employees and duly authorized agents, its contractors and their employees shall have the right to enter upon above described land at any and all times to construct, build, repair, survey; operate and store machinery and equipment; establish, alter and change grade and contour of the land; 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 _____ hand this 6 day of Oct, 2021.



Signature

ROSS S. BARBER

Printed Name

Pres.

Title

Signature

Printed Name

Title

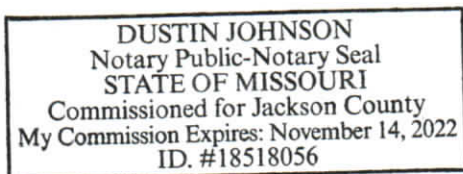
CORPORATION ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF JACKSON

On this 6 day of Oct, 2021, before me personally appeared Rosario Santos Barber, 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.




Notary Public Signature

Dustin Johnson
Print Name

BASIS FOR JUST COMPENSATION
PURSUANT TO OFFER OF SETTLEMENT
TRACTS: CHAPEL OAKS TRACTS 1A

PURPOSE

The purpose of this attachment is to provide you with an explanation as to the determination of value of your property for the purposes of the City's offer, as required by Section 523.253, RSMo. Since the City is not acquiring any improvements and it does not appear that the value of your remaining property will be damaged by the proposed acquisition, we are only valuing the right-of-way and temporary construction easements to be acquired.

I LAND AREA

a. Tract 1A Permanent Right of Way	422 sf
b. Tract 1A Temporary Construction Easement	360 sf

II VALUE CONCLUSION

a. Land Value	\$0.115 sq. ft.
b. Right of Way is figured at 100% of value	\$0.115 sq. ft.
c. Temporary Easements are figured at 10% of value per year	\$0.0115 sq. ft.

II ALLOCATION OF JUST COMPENSATION

a. Permanent Right of Way at 100% (Rounded)	\$100.00
b. Temporary Construction Easement at 10% per year (2) (Rounded)	\$100.00
c. Total just compensation due to landowner	<u>\$200.00</u>

BASIS FOR JUST COMPENSATION
PURSUANT TO OFFER OF SETTLEMENT
TRACTS: CHAPEL OAKS TRACT 2

PURPOSE

The purpose of this attachment is to provide you with an explanation as to the determination of value of your property for the purposes of the City's offer, as required by Section 523.253, RSMo. Since the City is not acquiring any improvements and it does not appear that the value of your remaining property will be damaged by the proposed acquisition, we are only valuing the right-of-way and temporary construction easements to be acquired.

I LAND AREA

a. Tract 2 Permanent Right of Way	3,614 sf
b. Tract 2 Temporary Construction Easement	3,434 sf

II VALUE CONCLUSION

a. Land Value	\$3.00 sq. ft.
b. Right of Way is figured at 100% of value	\$3.00 sq. ft.
c. Temporary Easements are figured at 10% of value per year	\$0.30 sq. ft.

II ALLOCATION OF JUST COMPENSATION

a. Permanent Right of Way at 100% (Rounded)	\$11,000.00
b. Temporary Construction Easement at 10% per year (2) (Rounded)	\$2,100.00
c. Total just compensation due to landowner	<u>\$13,100.00</u>

BASIS FOR JUST COMPENSATION
PURSUANT TO OFFER OF SETTLEMENT
TRACTS: CHAPEL OAKS TRACTS 1A AND 2

PURPOSE

The purpose of this attachment is to provide you with an explanation as to the determination of value of your property for the purposes of the City's offer, as required by Section 523.253, RSMo. Since the City is not acquiring any improvements and it does not appear that the value of your remaining property will be damaged by the proposed acquisition, we are only valuing the right-of-way and temporary construction easements to be acquired.

I LAND AREA

a. Tract 1A Permanent Right of Way	422 sf
b. Tract 1A Temporary Construction Easement	360 sf
c. Tract 2 Permanent Right of Way	3,614 sf
d. Tract 2 Temporary Construction Easement	3,434 sf

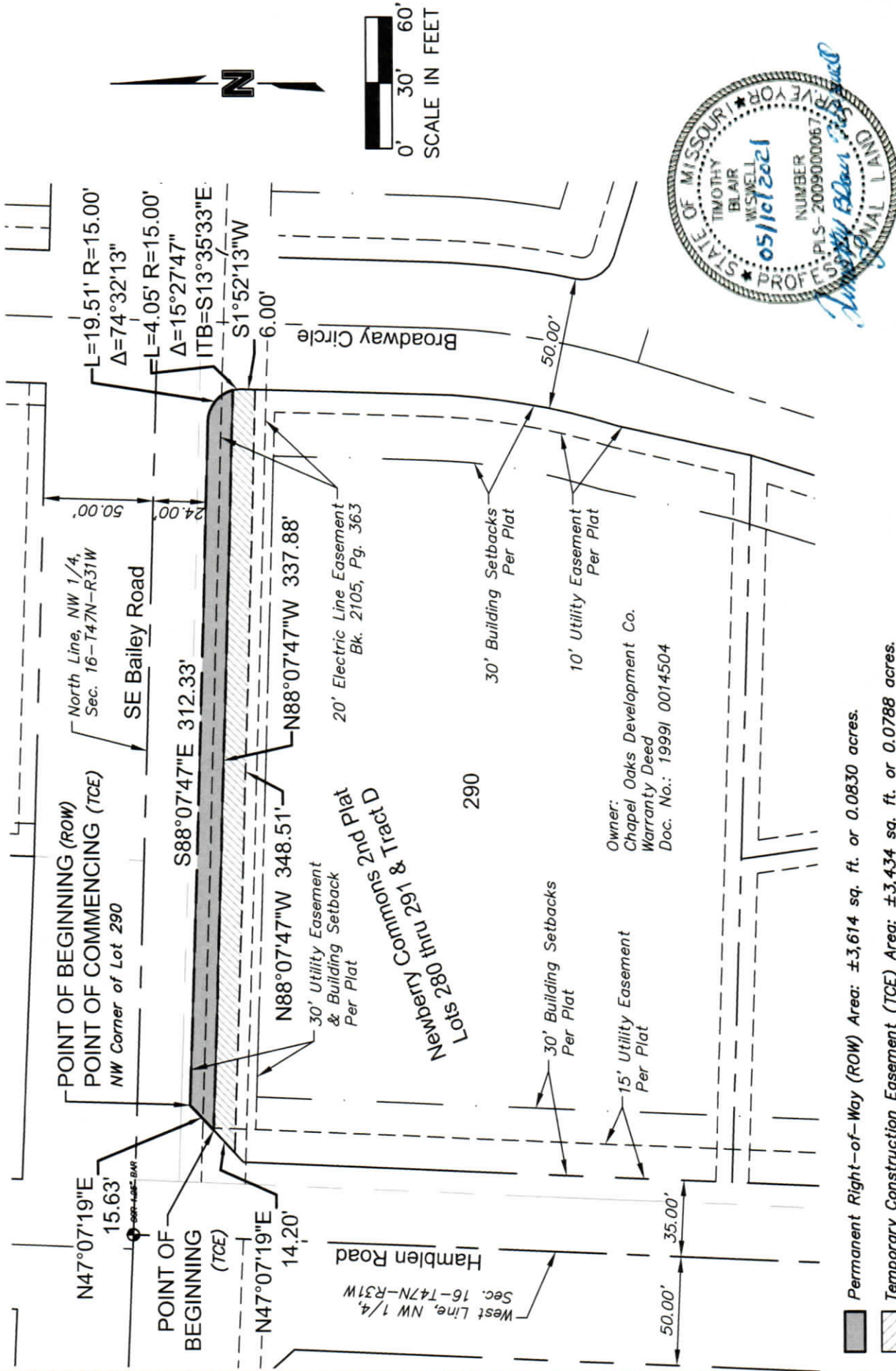
II VALUE CONCLUSION

a. Land Value	\$0.115 sq. ft.
b. Right of Way is figured at 100% of value	\$0.115 sq. ft.
c. Temporary Easements are figured at 10% of value per year	\$0.0115 sq. ft.

III ALLOCATION OF JUST COMPENSATION

a. Permanent Right of Way at 100% (Rounded)	\$500.00
b. Temporary Construction Easement at 10% per year (2) (Rounded)	\$100.00
c. Total just compensation due to landowner	<u>\$600.00</u>

EXHIBIT "B"



Permanent Right-of-Way (ROW) Area: ±3,614 sq. ft. or 0.0830 acres.
 Temporary Construction Easement (TCE) Area: ±3,434 sq. ft. or 0.0788 acres.



PROJECT NO: 020-0103
 DRAWN BY: TLF
 DATE: 04/29/2021

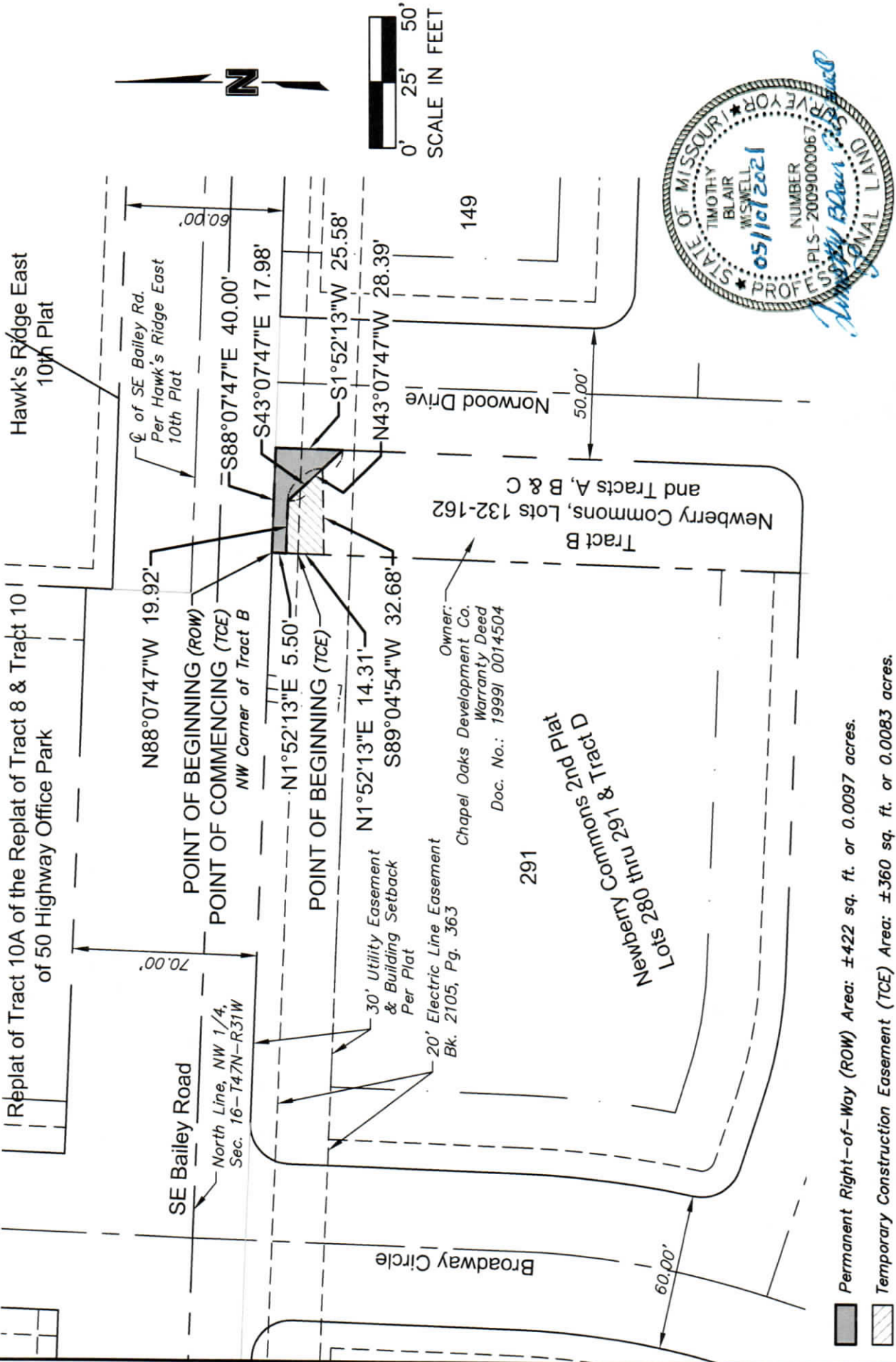
Permanent Right-of-Way and Temporary Construction Easement
 Over Part of Lot 290, Newberry Commons 2nd Plat, Lots 280 thru 291 & Tract D
 a Subdivision in the City of Lee's Summit, Jackson County, Missouri

olsson

7301 West 133rd Street
 Suite 200
 Overland Park, KS 66213-4750
 TEL 913.381.1170

TRACT 2
 PAGE
 "B"

EXHIBIT "B"



- Permanent Right-of-Way (ROW) Area: ± 422 sq. ft. or 0.0097 acres.
- Temporary Construction Easement (TCE) Area: ± 360 sq. ft. or 0.0083 acres.