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INSTRUMENT NUMBER

2021E0103840

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Title of Document: PRIVATE UTILITY EASEMENT AGREEMENT

Date of Document: September 17, 2021

Grantor: MAC3Properties, LLC, a Missouri limited liability company

Grantor's Address: 401 NW Murray Road
Lee's Summit, MO 64081

Grantee: PremierLife Real Estate Holdings, a Missouri nonprofit corporation

Grantee's Address: 400 NW Murray Road
Lee's Summit, MO 64081

Legal Description: See Exhibit A attached hereto

Reference No. N/A

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached document. In the event of a conflict between the provisions of the attached document and the provisions of this cover page, the attached document shall prevail and control.

Coffelt Land Title, Inc.

320 N.E. Tudor Road

Lee's Summit, MO 64086

21047055

THIS PRIVATE UTILITY EASEMENT AGREEMENT (this "Agreement") is entered into as of September 17, 2021, by and among MAC3Properties, LLC, a Missouri limited liability company (the "Grantor"), and PremierLife Real Estate Holdings, a Missouri nonprofit corporation, and its successors and assigns (collectively the "Grantee").

RECITALS

WHEREAS, Grantor is the owner of certain real property located in the City of Lee's Summit, Jackson County, Missouri, legally described in Exhibit A ("Grantor Property");

WHEREAS, Grantee is the owner of certain real property located in the City of Lee's Summit, Jackson County, Missouri, legally described in Exhibit B ("Grantee Property");

WHEREAS, Grantee requires certain easements and rights in, over and under the Grantor Property in connection with the use and enjoyment of the Grantee Property, and Grantor has agreed to grant such easements pursuant to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

AGREEMENT

1. Grant of Utility Easements. Grantor hereby grants and conveys to Grantee, an exclusive, perpetual easement over that portion of the Grantor Property described on the attached Exhibit C (the "Sanitary Sewer Easement Area"), for the purpose of constructing, operating, maintaining, repairing, replacing and removing sanitary sewer pipelines, manholes, and related equipment and appurtenances thereto for the transmission of sanitary sewage (the "Sanitary Sewer Easement"). Grantor hereby grants and conveys to Grantee an exclusive, perpetual easement over that portion of the Grantor Property described on the attached Exhibit D (the "Water Line Easement Area") (the Sanitary Sewer Easement Area and the Water Line Easement Area are sometimes collectively referred to herein as the "Easement Areas"), for the purpose of constructing, operating, maintaining, repairing, replacing and removing of water pipelines, manholes, meters, casings, vaults, and related equipment and appurtenances thereto for the transmission of water for drinking and other purposes (the "Water Line Easement") (the Sanitary Sewer Easement and Water Line Easement are sometimes collectively referred to herein as the "Utility Easements").

2. Maintenance and Repair of Easement Areas. Grantee shall be responsible for the maintenance, repair and restoration of the sanitary sewer and water lines located within the Easement Areas. Grantor hereby further grants unto the Grantee the rights to use such portions of the Grantor Property adjacent to the Easement Areas during the construction, maintenance, and repair of the sanitary sewer and water lines as are reasonable and necessary in connection with such construction, maintenance, and repair. Grantee shall, as soon as practicable after installation of the sanitary sewer and water lines, and after all subsequent alterations or repairs thereto or removal thereof, restore the surfaces of the Easement Areas to substantially the same condition such surfaces were in prior to such activities.

3. Interference with Utility Easements. Grantor agrees not to obstruct or interfere with Grantee's use and enjoyment of the Utility Easements by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to such pipelines, manholes, meters, vaults, and related equipment and appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure on the Easement Areas.

4. Covenant Running With The Land. All the terms and conditions in this Agreement shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the owners of the Grantor Property and the Grantee Property and their respective successors, heirs and assigns.

5. Indemnity. Grantee shall indemnify and hold Grantor harmless from and against any claims, damages, liens, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs) incurred by Grantor and proximately caused by Grantee or any of Grantee's licensees, invitees, contractors, agents or employees in their use of the Easement Areas.

6. Recording. This Agreement will be recorded in the real property records of Jackson County, Missouri.

7. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the easements granted hereby and may not be changed except by a written document duly executed and acknowledged by all parties hereto and properly recorded in the office of the Recorder of Deeds for Jackson County, Missouri.

8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Missouri.

9. No Public Dedication. Nothing contained in this Agreement will be deemed a gift or dedication of any portion of the Easement Areas for the general public or for any public purpose whatsoever.

[signature pages to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Grantor:

MAC3Properties, LLC, a Missouri limited liability company

By:

[Signature]
Chet Harkrader, Manager

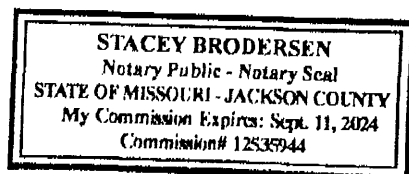
[Signature]
Chad Barnes, Manager

STATE OF Missouri)
COUNTY OF Jackson) SS.

On this 17th day of Sept., 2021, before me appeared *, to me personally known, who being by me duly sworn did say that he is the Manager of MAC3Properties, LLC, a Missouri limited liability company, and that said instrument was signed and sealed in behalf of said limited liability company, and he acknowledged said instrument to be the free act and deed of said limited liability company. * Chet Harkrader, Manager
* Chad Barnes, Manager

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

[Signature]
Notary Public



My Commission Expires:

Grantee:

PremierLife Real Estate Holdings, a Missouri nonprofit corporation

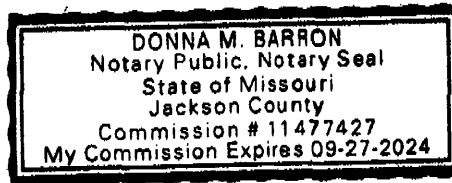
By: *Daniel Rexroth*
Daniel Rexroth
President|CEO

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this 16 day of September 2021, before me appeared Daniel Rexroth to me personally known, who being by me duly sworn did say that he is the President of PremierLife Real Estate Holdings, a Missouri nonprofit corporation, and that said instrument was signed and sealed in behalf of said corporation, and he acknowledged said instrument to be the free act and deed of said corporation.

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

Donna M. Barron
Donna M. Barron
Notary Public



My Commission Expires:

9/27/2024

Exhibit A

Grantor Property

Lot 3, J.K.V. EAST COMMERCIAL DEVELOPMENT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

Exhibit B

Grantee Property

Lot 2, J.K.V. EAST COMMERCIAL DEVELOPMENT, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

Exhibit C

Sanitary Sewer Easement Area

SANITARY SEWER EASEMENT DESCRIPTION:

A 15.00 FOOT STRIP OF LAND BEING PART OF LOT 3, J.K.V. EAST COMMERCIAL DEVELOPMENT, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, LYING 7.50 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH $86^{\circ}-42'-30''$ EAST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 79.09 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE HEREIN DESCRIBED; THENCE SOUTH $33^{\circ}-23'-09''$ WEST, A DISTANCE OF 123.53 FEET TO THE SOUTH LINE OF SAID LOT 3 AND THE POINT OF TERMINUS.

THE SIDELINES OF SAID STRIP ARE TO BE EXTENDED OR CONTRACTED TO MATCH THE NORTH AND SOUTH LINES OF SAID LOT 3.

THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 1,853 SQUARE FEET OR 0.043 ACRES, MORE OR LESS.

Exhibit D

Water Line Easement Area

WATER LINE EASEMENT DESCRIPTION:

A 15.00 FOOT STRIP OF LAND BEING PART OF LOT 3, J.K.V. EAST COMMERCIAL DEVELOPMENT, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, LYING 7.50 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 86°-42'-30" EAST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 159.39 FEET TO A BEND IN SAID NORTH LINE; THENCE NORTH 81°-02'-58" EAST CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 95.83 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE HEREIN DESCRIBED; THENCE SOUTH 61°-29'-32" WEST, A DISTANCE OF 94.07 FEET TO THE NORTHEAST LINE OF AN EXISTING 15.00 FOOT WATER LINE EASEMENT RECORDED AS INSTRUMENT NO. 200410073174 AND AMENDED BY AFFIDAVIT RECORDED AS INSTRUMENT NO. 200510063445, SAID POINT BEING THE POINT OF TERMINUS.

THE SIDELINES OF SAID STRIP ARE TO BE EXTENDED OR CONTRACTED TO MATCH THE NORTH LINE OF SAID LOT 3 AND THE NORTHEAST LINE AND NORTHWESTERLY EXTENSION THEREOF OF SAID EXISTING WATER LINE EASEMENT.

THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 1,411 SQUARE FEET OR 0.032 ACRES, MORE OR LESS.

