



ELECTRONICALLY RECORDED  
JACKSON COUNTY, MISSOURI

07/30/2020 11:33 AM

FEE: \$72.00 18 PGS

INSTRUMENT NUMBER

2020E0066163

---

Title of Document: Storm Water Detention Pond Maintenance and Easement Agreement

Date of Document: July 30, 2020

Grantor: Lee's Summit Town Centre, LLC, a Missouri limited liability company

Grantee: BFRE, LLC, a Missouri limited liability company

Mailing Address: 3200 NW South Outer Road, Blue Springs, MO 64015

Legal Description: See Exhibit "A" , "B", "C" and "D"

Reference:

---

*Please return to:*

Theresa Hylton

First American Title Insurance Company

1201 Walnut, Suite 700

Kansas City, MO 64106

File: NCS-992036-KCTY

After Recording, Return To:  
Richard C. Hoffman, Esq.  
Law Office of Richard C. Hoffman  
7474 E. Visao Drive  
Scottsdale, Arizona 85266-2745

## **STORM WATER DETENTION POND MAINTENANCE AND EASEMENT AGREEMENT**

This Storm Water Detention Pond Maintenance and Easement Agreement (“**Easement Agreement**”) is made as of July 30, 2020 by and between LEE’S SUMMIT TOWN CENTRE, LLC, a Missouri limited liability company (“**Grantor**”) and BFRE, LLC, a Missouri limited liability company (“**Grantee**”), in light of the following recitals:

### **RECITALS**

A. Grantor is the owner of that certain tract of land in Jackson County, Missouri, as more particularly described on Exhibit “A” attached hereto and incorporated herein by reference (the “**Grantor’s Property**”);

B. Grantee is the owner of that certain adjacent tract of land in Jackson County, Missouri, which is more particularly described on Exhibit “B” attached hereto and incorporated herein by reference (the “**Benefited Land**”); and

C. In connection with its proposed development of the Benefited Land, Grantee desires a right to build a storm water detention basin facility and swale on a part of the Grantor’s Property and to have the right to utilize the storm water detention basin and swale on the Grantor’s Property for storm water runoff from the Benefited Land; and;

D. Grantor is willing to grant a drainage and detention easement for Grantee over and across that certain portion of the Grantor’s Property legally described and depicted on Exhibit “C” attached hereto (the “**Easement Area**”), pursuant to the terms of this Easement Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Easement Grant. Grantor hereby declares and grants to Grantee, and Grantee's successors and assigns, a non-exclusive perpetual easement (the “**Easement**”) for storm water drainage from the Benefited Land over, across, through and into the Easement Area: (i) to construct and install, at Grantee’s sole cost and expense, one or more storm water drainage lines, a swale, a detention/retention pond (the “**Detention Pond**”) and related facilities and all appurtenant and necessary structures thereto (collectively, the

“**Drainage and Detention Improvements**”), along with the right to inspect, operate, use, control, improve, maintain, repair and replace the same; (ii) to convey surface storm water drainage from the Benefited Land through the Easement Area and into the Detention Pond for detention of storm and surface waters within the confines of the Drainage and Detention Improvements; (iii) with the right and privilege at all times of the Grantee herein, its successors and assigns and their respective agents, employees, workmen and representatives, having reasonable ingress, egress, and regress in, along, upon and across said premises for the purpose of making future additions to, improvements on and repairs to said Drainage and Detention Improvements or any part thereof, over and across the Easement Area as may be necessary in connection with the use of the Easement; and (iv) for the removal from the Easement Area of all vegetation, trees, structures, improvements or other obstructions which may endanger or interfere with the beneficial use of the Drainage and Detention Improvements and/or the exercise by Grantee of the Easement. The Easement will be for the benefit of the Benefited Land, and each portion thereof, and of Grantee (as the owner of the Benefited Land) and Grantee’s successors, assigns, agents, contractors, employees, invitees, and licensees. Grantor agrees not develop, improve or use any part of the Easement Area that would unreasonably and adversely interfere with Grantee’s rights pursuant to this Easement Agreement, nor will Grantor (x) grant any other easements or other property rights or interests in the Easement Area that would unreasonably and adversely interfere with Grantee’s rights herein, or (y) allow any third parties to unreasonably and adversely interfere with Grantee’s rights or interests in the Easement or Grantee’s rights herein.

Grantor also understands and agrees that in connection with the initial construction of the Drainage and Detention Improvements, Grantee may remove soil from the Easement Area, from such locations and in such amounts, so as to level and balance the elevations of the Benefited Land, which soil removal shall be approved by Grantor, such approval shall not be unreasonably withheld, conditioned or delayed.

## 2. Construction of Drainage and Detention Improvements.

(a) Grantor hereby grants to Grantee, for the benefit of Grantee, and Grantee’s successors and assigns, and Grantee’s employees, agents and contractors, a temporary construction easement (the “**Temporary Construction Easement**”) in, over, and across the approximate area legally described and depicted on Exhibit “D” attached hereto (the “**Temporary Construction Easement Area**”) for the purpose of (i) constructing and installing the Drainage and Detention Improvements and placing and temporarily storing equipment and supplies used in connection with the initial construction of the Drainage and Detention Improvements, and (ii) ingress and egress over and across the Temporary Construction Easement Area as may be reasonably necessary for construction of the Drainage and Detention Improvements. This Temporary Construction Easement shall be an appurtenance to the Benefited Land, but shall only be operative and valid from time to time during (i) Grantee’s initial construction of the Drainage and Detention Improvements, and (ii) to the extent necessary, Grantee’s maintenance, repairs or replacement of the Drainage and Detention Improvements as required in Section 3(a) below.

(b) Prior to commencement of the initial construction of any such Drainage and Detention Improvements, Grantee shall provide Grantor with detailed plans and specifications for such facilities including, but not limited to, the proposed and anticipated drainage of storm water runoff from the Benefitted Land across, over and through the Easement Area into the Drainage and Detention Improvements, and no construction shall commence until Grantor shall have approved such plans and specifications, which approval may not be unreasonably withheld, delayed or conditioned. Thereafter, Grantee shall have the right at all times to go upon the Grantor's Property within the Temporary Construction Easement Area to construct, operate and repair said Drainage and Detention Improvements as may be necessary, and while nothing herein shall be construed so as to grant any right to Grantee which shall in any way interfere with the safe and unrestricted use by Grantor of the Grantor's Property (except for and excluding the Easement Area), Grantor (and Grantor's successors and assigns) shall not use nor attempt to use the Grantor's Property in such manner as would materially and adversely interfere with the proper, safe and continuous operation, maintenance and use of said Drainage and Detention Improvements located on or within the Easement Area on Grantor's Property and Grantor (along with Grantor's successors and assigns) specifically shall not develop or build thereon or thereover any structure which would materially and adversely interfere with the operation, maintenance and use thereof. Grantee shall be responsible for the performance of any and all initial construction and bringing into operation of the Drainage and Detention Improvements in the form approved by Grantor and the City of Lee's Summit. If Grantee's use of the Easement Area on Grantor's Property necessitates future alterations, enlargement or other modification of any Drainage and Detention Improvements constructed by Grantee within the Easement Area on the Grantor's Property in order to comply with any applicable law, regulation or governmental requirement, the Grantee shall make such alterations, enlargement or other modification of any Drainage and Detention Improvements within the Easement Area on the Grantor's Property at its sole cost and expense and at Grantee's risk.

(c) All work shall be performed in a first-class manner, using first-class materials, free of liens for labor and materials and without material interference with the use of the Grantor's Property. All materials used in connection with any work shall be free of any hazardous substances which, if released on or from the property of either party, would constitute a violation of any federal, state or local law, regulation, order or code, including, without limitation, laws, regulations, orders and codes relating to health and safety or the protection of the environment. Grantor shall have the right to monitor and inspect the progress of any work being performed by Grantee, its employees, agents and/or contractors on the Grantor's Property.

(d) Except for and excluding the Drainage and Detention Improvements within the Easement Area, Grantee, at its sole cost and expense, shall restore the surface of the Easement Area and Grantor's Property as nearly as reasonably practical to its original condition (i.e., vegetation, landscaping and/or improvements, if any) after installation of the Drainage and Detention Improvements within the Easement Area is complete, and promptly after any other construction, reconstruction, installation, inspection, maintenance or removal work which disturbs the surface of the Easement Area and/or Grantor's Property.

3. Maintenance.

(a) Upon completion of such initial construction and installation of the Drainage and Detention Improvements in the Easement Area by Grantee, then, so long as the Drainage and Detention Improvements are used primarily for the benefit of the Benefited Land, all subsequent maintenance, repair and replacement of such facilities on and within the Easement Area on the Grantor's Property shall be performed by Grantee and at its sole cost and expense. Notwithstanding the foregoing, Grantor and Grantee agree that Grantee shall not be responsible for any maintenance, repairs and/or replacements that are caused by Grantor's gross negligence or willful misconduct.

(b) Grantor and Grantee agree and acknowledge that stormwater runoff from Grantor's Property, in its current undeveloped state, will naturally drain across, over and through the Easement Area and into the Drainage and Detention Improvements once constructed by Grantee. In the future, Grantor, its successor and assigns, shall have the right and option, in connection with their future improvement and/or development of the Grantor's Property, or any portion thereof, to increase their use and/or to alter, expand or enlarge and/or otherwise modify the Drainage and Detention Improvements on the Grantor's Property, at Grantor's sole cost and expense, and at Grantor's risk, in order provide for any such increased storm water drainage, detention and/or retention for the benefit of Grantor's Property, or any portion thereof, resulting from the future development and/or improvement thereof. In making any such alternation, expansion or enlargement and/or modification, Grantor shall comply with any applicable law, regulation or governmental requirements and without material or adverse interference with Grantee's use of the Drainage and Detention Improvements for the benefit of the Benefited Land or interference with Grantee's exercise of its rights hereunder. Upon any such increased use of the Drainage and Detention Improvements on the Grantor's Property (whether or not alternation, expansion or enlargement or modification of the Drainage and Detention Improvements at Grantor's, its successors' or assigns' cost is required) by Grantor (or any successors or assigns of Grantor) then, at such time and at all times thereafter, all subsequent costs of maintenance of such detention and Drainage and Detention Improvements on the Grantor's Property shall be allocated pro rata between Grantee and Grantor, and/or its successors or assigns, based on each party's respective acreage which benefits from the use thereof. At any such time, the party most benefitted by the Drainage and Detention Improvements, as they may be so altered, expanded or enlarged and/or otherwise modified, shall perform such maintenance with the right to then collect from the other(s) a proportionate share of the costs thereof as set out above. For purposes hereof, Grantor and Grantee hereby agree that the "party most benefitted by the Drainage and Detention Improvements" shall be conclusively deemed to be the then-owner of the largest developed and improved parcel of land which benefits from the Drainage and Detention Improvements (whether the same is the Benefited Land or a developed and improved portion of the Grantor's Property) measured by gross land area, and not the footprint or square footage of the improvements thereon. All work performed by Grantor, its successors or assigns, in connection with any expansion or enlargement, modification or alteration of the Drainage and Detention Improvements shall be done in a

first-class manner, using first-class materials, free of liens for labor and materials and without material interference with the Grantee's use of the Drainage and Detention Improvements or the Easement Area. All materials used in connection with any such work shall be free of any hazardous substances which, if released on or from the property of either party, would constitute a violation of any federal, state or local law, regulation, order or code, including, without limitation, laws, regulations, orders and codes relating to health and safety or the protection of the environment.

4. Duration. The warranties, covenants, terms, and easement rights created by this Easement Agreement shall be: (i) covenants running with the land for the benefit of Grantee, Grantee's successors and assigns, and for the benefit of the Benefited Land, or any portion thereof, and (ii) appurtenant to the Benefited Land. The terms and conditions contained herein shall be binding upon, and shall inure to the benefit of, Grantor and Grantee and their respective successors and assigns and the parties hereto agree that the easements granted herein shall be perpetual to the extent permitted by law.

5. Miscellaneous. This Easement Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by all of the then current owners of the Benefited Land and the Grantor's Property. This Easement Agreement constitutes the entire agreement between the parties with respect to the subject matter set forth herein and supersedes all prior negotiations, discussions, writings, and agreements between them in connection therewith. In the event of any controversy, claim or dispute relating to this Easement Agreement, the prevailing party in a non-appealable judicial resolution of such controversy, claim or dispute shall be entitled to recover from the losing party reasonable expenses, attorneys' fees and court costs. This Easement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Should any one or more of the provisions of this Easement Agreement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby unless as a result the purpose and intent of this Easement Agreement shall thereby be substantially and essentially impaired. In such event, the parties shall diligently proceed to revise this Easement Agreement in order to memorialize such purpose and intent.

6. Grantor represents to Grantee and its successors and assigns that: (i) Grantor is the legal owner of the Easement Area; (ii) Grantor has the good and lawful right and power to grant the Easement and the Temporary Construction Easement; and (iii) Grantor shall forever warrant and defend the title to the Easement Area and the quiet enjoyment thereof against the lawful claims and demands of any and all persons claiming by, through or under Grantor, but not otherwise, subject to all matters currently of record affecting the Easement Area.

7. Mortgage Subordination. Any deed of trust or mortgage to secure debt affecting any portion of the Grantor's Property shall at all times be subject and subordinate to the terms of this Easement Agreement and any party foreclosing any such deed of trust or mortgage to secure debt, or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and provisions of this Easement Agreement.

8. Binding Effect. Every agreement, covenant, promise, undertaking, condition, easement, right, privilege and restriction made, granted or assumed, as the case may be, by each party to this Easement Agreement is made by such party not only personally for the benefit of the other party hereto but also as an equitable servitude on the portion of the Grantor's Property owned by such party appurtenant to and for the benefit of the Benefited Land, as applicable. The Grantor's Property, or any portions thereof, the Benefited Land or such portion thereof as is hereafter benefiting from the use of the Grantor's Property may herein be referred to as the "Parcels". Any transferee of any part of the Parcels shall automatically be deemed, by acceptance of the title to any portion of the Parcels, to have assumed all obligations of this Easement Agreement relating thereto to the extent of its interest in its Parcel and to have agreed with the owner or owners of all other portions of the Parcels to execute any and all instruments and to do any and all things reasonably required to carry out the intention of this Easement Agreement, and the transferor shall upon the completion of such transfer be relieved of all further liability under this Easement Agreement except liability with respect to matters that may have arisen during its period of ownership of the portion of the Parcels so conveyed that remain unsatisfied.

9. Non-Dedication. Nothing contained in this Easement Agreement shall be deemed to be a gift or dedication of any portion of the Grantor's Property to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto and their successors and assigns that nothing in this Easement Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Easement Agreement.

10. Notices. Any notice, report or demand required, permitted or desired to be given under this Easement Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes upon receipt or refusal of receipt when sent by (i) registered or certified mail, return receipt requested, or (ii) personal hand delivery, or (iii) overnight courier service, to the parties at the addresses shown below or at such other address as the respective parties may from time to time designate by like notice.

If to Grantor:

Lee's Summit Town Center, LLC  
c/o Gerry Mello  
E.J. Plesko & Associates, Inc.  
6515 Grand Teton Plaza  
Suite 300  
Madison, WI 53719

With a copy to: Richard C. Hoffman  
Law Offices of Richard C. Hoffman  
7474 E. Visao Drive  
Scottsdale, Arizona 85266

If to Grantee: BFRE, LLC  
c/o Blue Springs Ford  
Attention: Bob Balderston  
3200 NW South Outer Road  
Blue Springs, MO 06415

With a copy to: Stinson, LLP  
Attn: Todd LaSala, Esq.  
1201 Walnut, Suite 2600  
Kansas City, Missouri 64106

11. Indemnification. Each party hereby indemnifies the other and holds the other harmless from and against any loss, cost, damage, claim or expense, including reasonable attorneys' fees, costs and expenses, incurred by the indemnified party as a result of (i) any death or injury to persons or damage to property occurring in connection with the indemnifying party's work or use of the Grantor's Property and (ii) any breach of the indemnifying party's representations, warranties and covenants contained in this Easement Agreement. Each of Grantor and, Grantee, at its own expense, shall maintain during the term of this Easement Agreement a policy or policies of comprehensive general liability insurance, including bodily injury and property damage, with contractual liability endorsement insuring each party's indemnity under this section, in the amount of at least Two Million Dollars (\$2,000,000.00) combined single limits (bodily injury and property damage). The policy owned by one party shall name the others as an additional insured.

12. Self-Help Remedies. If any party (a "Defaulting Party") fails to perform any of its repair and maintenance obligations under this Easement Agreement, in whole or in part, the other party (the "Non-Defaulting Party") shall have the right, but not the obligation, upon thirty (30) days' written notice to the Defaulting Party (unless within that thirty (30) day period the Defaulting Party shall cure the default, or in the case of a default which by its nature cannot be cured within such thirty (30) day period, the Defaulting Party shall have commenced the curing of the default within such thirty (30) day period and thereafter shall diligently prosecute the curing of the default to completion) to proceed to take such action as shall be necessary to cure the default, all in the name of the Defaulting Party and for the account of the Defaulting Party; provided, however, in the event of an emergency, the Non-Defaulting may take such action to cure the default without notice to the Defaulting Party.

13. Self-Help Lien Rights. If the Non-Defaulting expends sums for the performance of any obligations of the Defaulting Party pursuant to the Non-Defaulting



Party's exercise of any self-help remedies under this Easement Agreement, the Defaulting Party shall reimburse the Non-defaulting for the cost of that performance within thirty (30) days after receipt of a statement therefor from the Non-Defaulting Party together with documentation reasonably substantiating the costs incurred by the Non-Defaulting Party. Thereafter, interest shall accrue upon any unpaid amounts at a rate of twelve per cent (12%) per annum. The Non-Defaulting Party is hereby granted a lien against the Parcel(s) owned by the Defaulting Party to secure the payment of all sums due and payable by the Defaulting Party, which lien may be foreclosed by suit, power of sale, or in any other manner permitted by applicable law including power of sale foreclosure. Any lien granted under this Section shall automatically be subordinate to any mortgage or deed of trust or any other security now or hereafter placed on the Parcels, as applicable, and to all renewals, modifications, extensions, consolidations, and replacements of such mortgages or deeds of trust. Notwithstanding anything to the contrary contained in this Easement Agreement, each party to this Easement Agreement shall be liable and responsible for the obligations, covenants, agreements and responsibilities created by this Easement Agreement and for any judgment rendered hereon only to the extent of its respective interest in the land and improvements on the Parcels, as the case may be.

14. Estoppels. Each party agrees, within thirty (30) days after receipt of notice from the other party hereto, to confirm for the benefit of the requesting party, and such party's current or prospective lenders, tenants, purchasers or other interested parties, an estoppel certifying whether this Easement Agreement is in full force and effect, whether there exists any default hereunder, and specifying the nature of any default claimed to exist.

15. Each signatory hereto agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Easement Agreement and all transactions contemplated by this Easement Agreement.

**[Signatures Follow]**

GRANTOR:

**LEE'S SUMMIT TOWN CENTRE, LLC,**  
a Missouri limited liability company

By: **E.J. Plesko & Associates, Inc.,** a Florida corporation,  
authorized manager/member

By:   
Name: Andrew Plesko  
Its: President

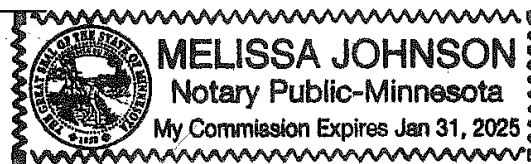
STATE OF Minnesota )  
 ) ss.  
COUNTY OF Hennepin )

BE IT REMEMBERED, that on this 28<sup>th</sup> day of July, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came, Andrew Plesko, who is personally known to me to be the same person who executed the foregoing Storm Water Detention Pond Construction And Drainage Easement, as the authorized member/manager of Lee's Summit Town Centre, LLC, a Missouri limited liability company and said person duly acknowledged the execution of the same as his free and voluntary act and deed and as the free act and deed of said limited liability company.

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

  
Notary Public

My Commission Expires: 1-31-2025



**GRANTEE:**

**BFRE, LLC**, a Missouri limited liability company

**By:** 

**Name:** Blaine Balderston

**Title:** Managing Member

STATE OF MISSOURI       )  
  ) ss.  
COUNTY OF JACKSON    )

BE IT REMEMBERED, that on this 28 day of June, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came, Blaine Balderston, who is personally known to me to be the same person who executed the foregoing Storm Water Detention Pond Construction And Drainage Easement, as the managing member of BFRE, LLC, a Missouri limited liability company and said person duly acknowledged the execution of the same as his free and voluntary act and deed and as the free act and deed of said corporation and limited liability company.

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



TRINA RAE FEUERBORN  
My Commission Expires  
November 19, 2022  
Jackson County  
Commission #14970649

  
Notary Public

My Commission Expires: 11-19-2022

EXHIBIT "A"

Grantor's Property

All of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 29, Township 48, Range 31, in Lee's Summit, Jackson County, Missouri and the South 20 feet of the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 29, Township 48, Range 31, in Lee's Summit, Jackson County, Missouri

And the East 1/2 of the Northeast 1/4 of the Northwest 1/4, except the South 20 feet thereof, in Section 29, Township 31, in Jackson County, Missouri,

And except that part platted as Lot 1, Lee's Summit Town Center, a subdivision in Lee's Summit, Jackson County, Missouri.

And Except a part of the Northeast Quarter of the Northwest Quarter, Section 29, Township 48 North, Range 31 West, Lee's Summit, Jackson County, Missouri, described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 29; thence S 1°35'52"W along the East line of the Northeast Quarter of the Northwest Quarter for 991.63 feet for the Point of Beginning; thence S 1°35'52"W continuing along said East line for 330.00 feet to the Southeast corner of the Northeast Quarter of the Northwest Quarter; thence N 88°15'22"W along the South line of the Northeast Quarter of the Northwest Quarter for 561.55 feet to the Southeast corner of LEE'S SUMMIT TOWN CENTRE, LOT 1 & LOT 2, a subdivision of record; thence N 1°42'31"E along the East line of said subdivision for 330.00 feet; thence S 88°15'22"E for 560.91 feet to the Point of Beginning. Subject to the road right-of-way of Independence Avenue. Containing 4.25 acres more or less.

**EXHIBIT "B"**

**Benefited Land**

**A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 29, TOWNSHIP 48 NORTH, RANGE 31 WEST, LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE S 1°35'52" W ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER FOR 991.63 FEET FOR THE POINT OF BEGINNING; THENCE S 1°35'52" W CONTINUING ALONG SAID EAST LINE FOR 330.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE N 88°15'22" W ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER FOR 561.55 FEET TO THE SOUTHEAST CORNER OF LEE'S SUMMIT TOWN CENTRE, LOT 1 & LOT 2, A SUBDIVISION OF RECORD; THENCE N 1°42'31" E ALONG THE EAST LINE OF SAID SUBDIVISION FOR 330.00 FEET; THENCE S 88°15'22" E FOR 560.91 FEET TO THE POINT OF BEGINNING. SUBJECT TO THE ROAD RIGHT-OF-WAY OF INDEPENDENCE AVENUE.**

EXHIBIT "C"

Legal Description of Easement Area

A part of the Northeast Quarter of the Northwest Quarter, Section 29, Township 48 North, Range 31 West, Lee's Summit, Jackson County, Missouri, described as follows: Commencing at the Northeast corner of the Northwest Quarter of said Section 29; thence

S 1°35'52"W along the East line of the Northeast Quarter of the Northwest Quarter for 991.63 feet; thence N 88°15'22"W for 30.00 feet to the West right of way line of Independence Avenue (60' r/w) for the Point of Beginning; thence continue N 88°15'22"W for 196.11 feet; thence N 0°00'00" W for 70.24 feet; thence N 41°50'25"E for 192.19 feet; thence S 90°00'00"E for 73.94 feet to the West right of way of Independence Avenue; thence S 1°35'52"W along said West line for 219.47 feet to the Point of Beginning.

**EXHIBIT "C" (continued)**

**Depiction of Easement Area**

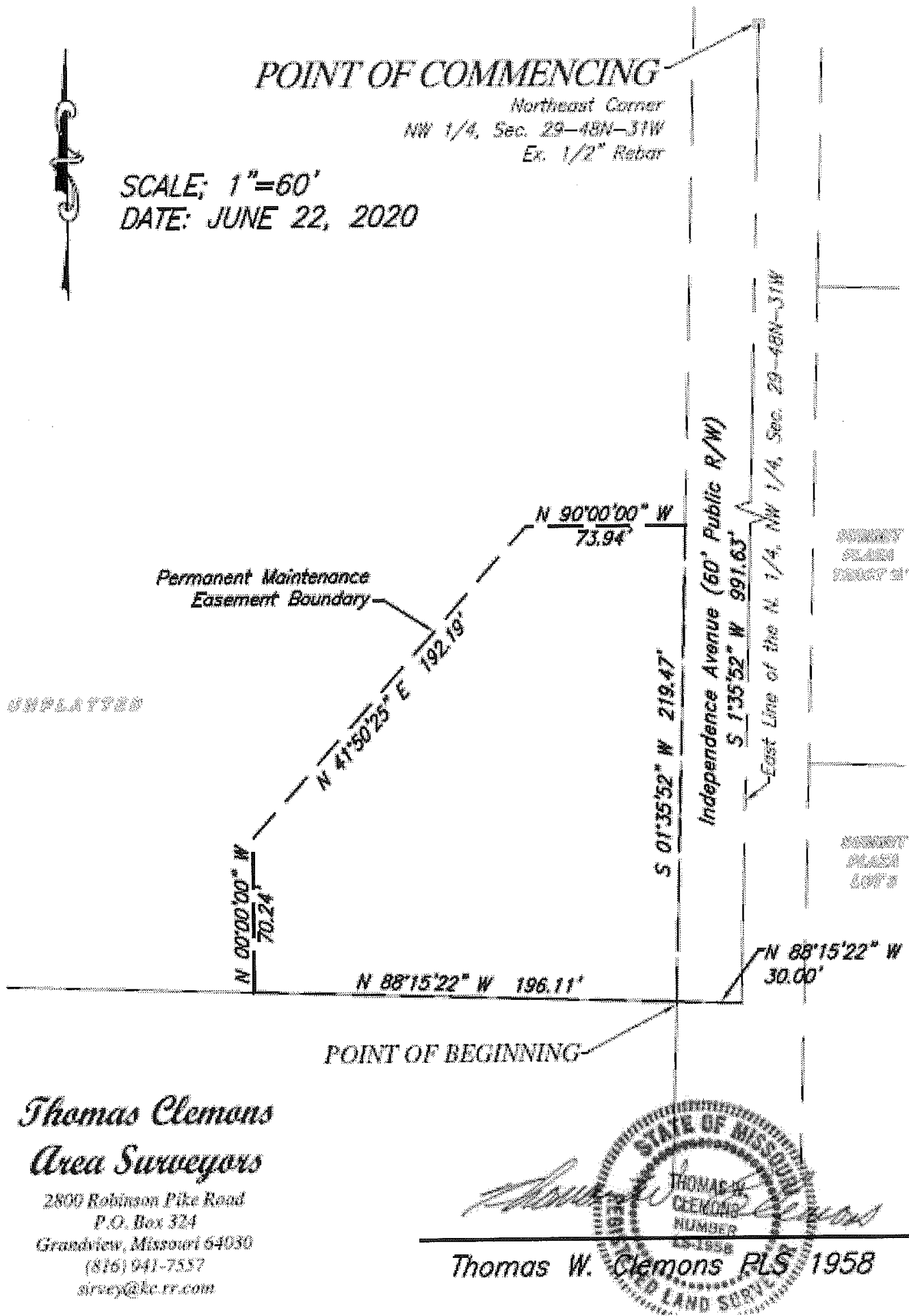


EXHIBIT "D"

Legal Description of Temporary Construction Easement Area

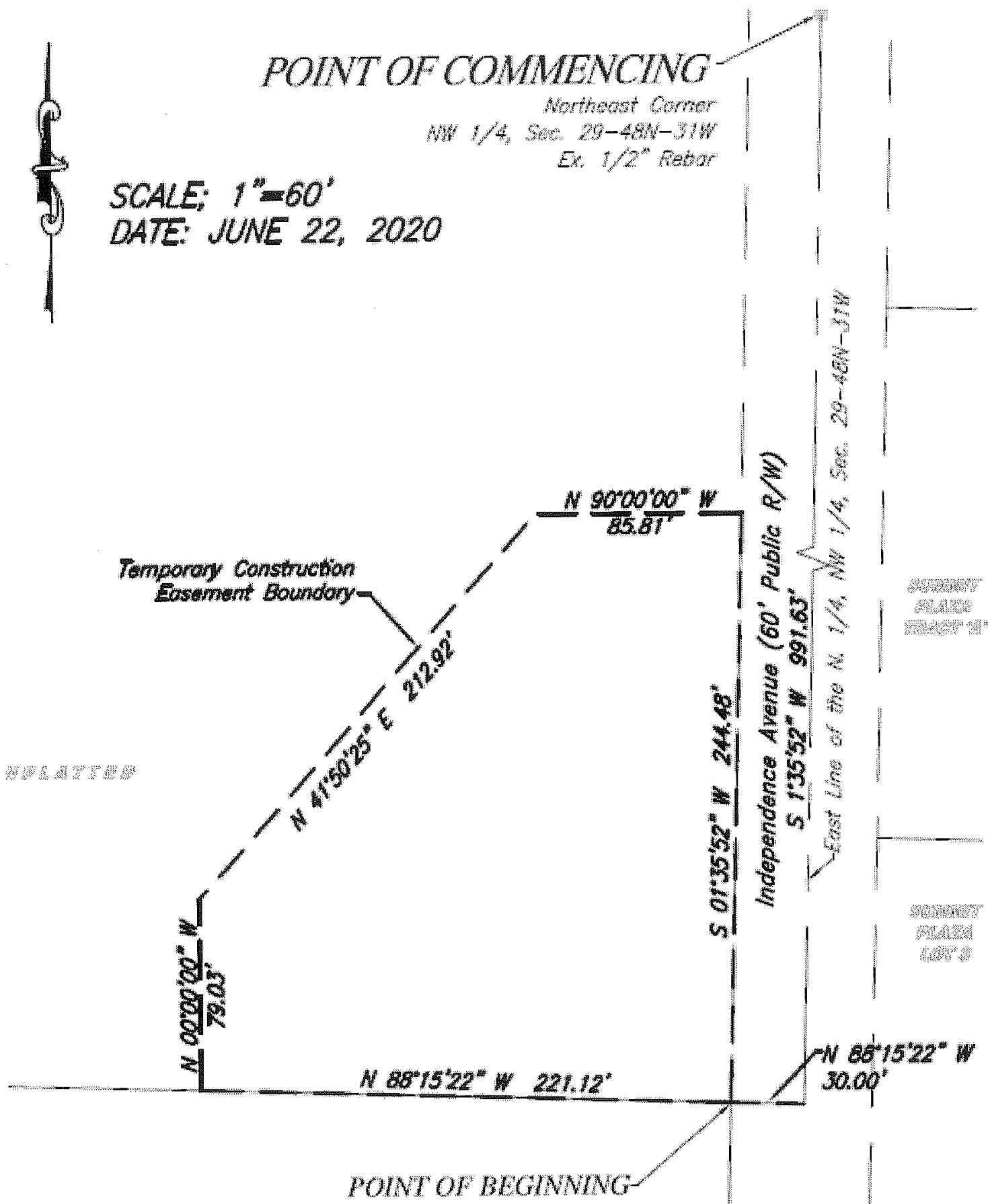
A part of the Northeast Quarter of the Northwest Quarter, Section 29, Township 48 North, Range 31 West, Lee's Summit, Jackson County, Missouri, described as follows: Commencing at the Northeast corner of the Northwest Quarter of said Section 29; thence

S 1°35'52"W along the East line of the Northeast Quarter of the Northwest Quarter for 991.63 feet; thence N 88°15'22"W for 30.00 feet to the West right of way line of Independence Avenue (60' r/w) for the Point of Beginning; thence continue N 88°15'22"W for 221.12 feet; thence N 0°00'00"W for 79.03 feet; thence N 41°50'25"E for 212.92 feet; thence S 90°00'00"E for 85.81 feet to the West right of way of Independence Avenue; thence S 1°35'52"W along said West line for 244.48 feet to the Point of Beginning.



**EXHIBIT “D” (continued)**

Depiction of Temporary Construction Easement Area



**Thomas Clemons**  
**Area Surveyors**

2800 Robinson Pike Road  
P.O. Box 324  
Grandview, Missouri 64030  
(816) 941-7557  
survey@kc.rr.com

Thomas W. Clemons PLS 1958

