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JACKSON COUNTY, MISSOURI

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INSTRUMENT NUMBER
2022E0044731

COVER PAGE FOR RECORDING

1. Title of Document: Sanitary Sewer Easement
2. Date of Document: May 3, 2022
3. Grantor: SWP IX, LLC, a Missouri limited liability company
4. Grantee Name and Address: SWP IX, LLC, a Missouri limited liability company
7200 W. 132nd Street, Suite 150
Overland Park, KS 66213
5. Legal Description/Address: See **Exhibit A**
6. Book and Page Reference: N/A

Upon Recording Return To:

Jeff Bauer
Levy Craig Law Firm
4520 Main Street, Suite 1600
Kansas City, MO 64111

SANITARY SEWER EASEMENT (Limited Liability Company)

THIS AGREEMENT, made this 3rd day of May, 2022, by and between SWP IX, LLC, Grantor, a Limited Liability Company organized and existing under the laws of the State of Missouri, and the City of Lee's Summit, Missouri, a Municipal Corporation with a mailing address of 220 S.E. Green, Jackson County, Lee's Summit, Missouri 64063, Grantee.

WHEREAS, as authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, and pursuant to Ordinance No. 8564 dated February 19, 2019, the City of Lee's Summit, a municipal corporation and body corporate organized under the laws of the state of Missouri ("City") is the fee owner of certain real property located within the approximately 72.71 acre mixed-use development known as the Streets of West Pryor generally located in Jackson County, Missouri (the "Development")

WHEREAS, pursuant to a lease agreement dated May 1, 2019, notice of which was given by Memorandum of Lease Agreement recorded with the Jackson County Recorder of Deeds on May 7, 2019, as Instrument No. 2019E0033314 (the "Bond Lease"), City leased the Development to Streets of West Pryor, LLC ("Streets").

WHEREAS, pursuant to that certain Assignment and Assumption Agreement dated March 29, 2022, recorded with the Jackson County Recorder of Deeds on March 30, 2022, as Instrument No. 2022E0030122, Streets assigned to Grantor, and Grantor assumed from Streets, all of Streets' interest, rights, and obligations under the Bond Lease in that portion of the Development that portion legally described as Lots 9A, 9B, And 9C, Streets of West Pryor Lots 9A Thru 9C, a Subdivision in the City of Lee's Summit, Jackson County, Missouri.

WHEREAS, pursuant to Section 10.4 of the Bond Lease, the City has granted to Grantor the authority to place Permitted Encumbrances, including but not limited to restrictions, exceptions, encumbrances, and easements upon Lots 9A thru 9C, and "[n]o separate signature of or authorization from the City shall be required for the execution and delivery of any such document . . ." and "[a]ll third parties . . . receiving the benefit of such agreements or documents shall be entitled to rely upon the same as having been executed and delivered by the City, unless such third party has actual or constructive notice, expressly in writing, that the agency [granted under the Bond Lease] by the City to [Grantor] has been terminated by the City. . . ."

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 permanent and non-exclusive easement for the construction, operation, maintenance, repair, replacement and removal of sewer pipe lines, manholes, and appurtenances thereto, including the right and privilege at any time and from time to time to enter upon said easement, over, under, through, across, in and upon the following described lands in Jackson County, Missouri, to-wit:

See Exhibit B.

GRANTOR agrees not to obstruct or interfere with Grantee's use and enjoyment of the easement granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to such pipe lines, manholes, and appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure other than fences on said easement.

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 easements to the Grantee herein.

IT IS mutually agreed between the parties hereto that Grantee shall restore the ground insofar as practicable to its original condition, after the laying of said pipe lines, manholes or appurtenances thereto, or any subsequent maintenance or repair operations. Grantee further agrees that any trees, shrubbery, buildings, fences, or growing crops damaged during laying or maintenance operations, will be restored to original condition insofar as practicable.

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.

[Signatures on the following page]

IN WITNESS WHEREOF, Grantor, has caused these presents to be signed by its Manager and attested by its Secretary, this 3rd day of May, 2022:

SWP IX, LLC

By: [Signature]
Signature

Matt Pennington
[Printed name and title]

ATTEST:

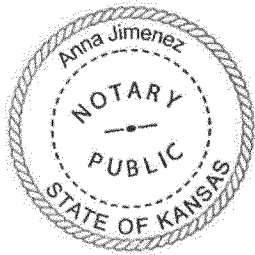
Secretary

Printed name

ACKNOWLEDGMENT

~~STATE OF MISSOURI~~
Kansas
~~COUNTY OF JACKSON~~
Johnson

On this 3rd day of May in the year 2022, before me, Anna Jimenez (name of notary), a Notary Public in and for said state, personally appeared Matt Pennington (name of manager or member) of SWP IX, LLC (insert name of LLC), known to me to be the person who executed the within utility easement in behalf of said limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated and further stated that said acknowledged said instrument to be the free act and deed of SWP IX, LLC (insert name of LLC).



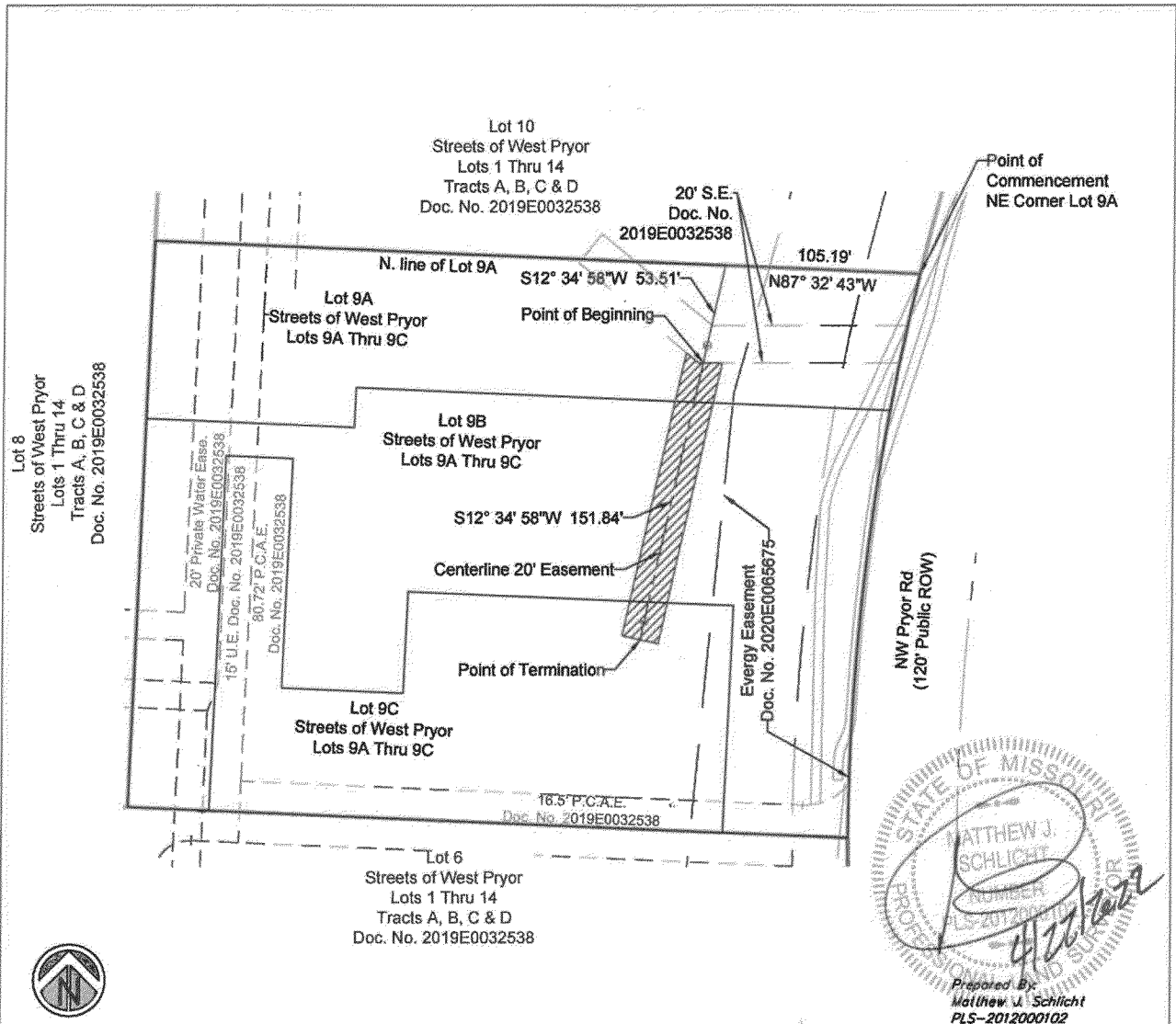
Anna Jimenez
Notary Public Signature

Commission Expires 4/11/2025

EXHIBIT A

Lots 9A, 9B, And 9C, Streets of West Pryor Lots 9A Thru 9C, a Subdivision in the City of Lee's Summit, Jackson County, Missouri

EXHIBIT B




STATE OF MISSOURI
 PROFESSIONAL SURVEYOR
 MATTHEW J. SCHLICHT
 NUMBER 42712
 PREPARED BY
 Matthew J. Schlicht
 PLS-2012000102

Easement Description

A tract of land being located in Streets of West Pryor, Lots 9A Thru 9C, a plat as recorded in the Office of the Recorder, Jackson County, Missouri, the centerline being more particularly described as follows:

Commencing at the Northeast corner of Lot 9A of said Streets of West Pryor; thence N 87° 32' 43" W along the North line of said Lot 9A, A distance of 105.19 feet; thence S 12° 34' 58" W, a distance of 53.51 feet to the point of beginning of the 20.00 foot easement being 10.00 feet on either side of the following described centerline; thence S 12° 34' 58" W, a distance of 151.84 feet to the Point of Termination.

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| Easement Exhibit Sanitary Esmt SHEET 1 OF 1 | DATE: 4/27/2022 PROJECT NUMBER: Streets W. Pryor REV. TO DWG.: N/A SCALE: 1"=80' | Easement Exhibit Sanitary Easement Lot 9 Streets of West Pryor, Lots 1 thru 14, Tracts A, B, C & D Lee's Summit, Jackson County, Missouri |  50 SE 30TH STREET LEE'S SUMMIT, MO 64082 P:(816) 623-9888 F:(816)623-9849 |
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