

ASSURED QUALITY TITLE COMPANY

1600 Swift Ave., Suite 300, North Kansas City, MO 64116
Phone (816)221-2880 Fax (816)221-2884

November 3, 2022

Polsinelli PC
Curtis Petersen
900 W. 48th Pl., Suite 900
Kansas City, MO 64112

Re: MJ118889
Loki Asset Group, LLC
1103 SW Oldham Pkwy., Lee's Summit, MO

To Whom It May Concern:

Please find enclosed the following documents in connection with the transaction the above referenced property.

Access Easement #2022E0088817

Please keep in a safe place and if you should have any questions, please do not hesitate to contact us at the above number.



For All Your Title and Escrow Needs



ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI

09/27/2022 9:54 AM

FEE: \$36.00 6 PGS

INSTRUMENT NUMBER

2022E0088817

When Recorded Return To:
Curtis Petersen
Polsinelli PC
900 West 48th Place, Suite 900
Kansas City, Missouri 64112

(Space above reserved for the Register of Deeds' recording information)
ASSURED QUALITY TITLE CO.

MJ18889
Title of Document:

ACCESS EASEMENT

Date of Document:

September 13, 2022

Grantor(s):

LSPH Investors LLC, a Missouri limited liability company

Grantor's Address:

c/o Cadence Commercial Real Estate
7939 Floyd Street, Suite 200
Overland Park, KS 66204

Grantee(s):

Spirit Master Funding X, LLC, a Delaware limited liability company

Grantee's Address:

16767 North Perimeter Drive, Suite 210
Scottsdale, Arizona 85260

Legal Description:

ON Page 4
See Exhibits A, B, and C attached hereto

ON Page 5

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Kansas City, Missouri 64112

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Legal Description:

ON Page 4
ON Page 6
See Exhibits A, B, and C attached hereto
ON Page 5

ACCESS EASEMENT

THIS ACCESS EASEMENT ("Easement") is dated as of September 13, 2022 by **LSPH INVESTORS LLC**, a Missouri limited liability company ("Grantor") and **SPIRIT MASTER FUNDING X, LLC**, a Delaware limited liability company ("Grantee").

RECITALS

A. Grantor is the owner of the real property located in Lee's Summit, Jackson County, Missouri as legally described on Exhibit A attached hereto (the "Grantor Property").

B. Grantee is the owner of the real property located in Lee's Summit, Jackson County, Missouri as legally described on Exhibit B attached hereto (the "Grantee Property")

B. Grantor desires to grant and establish an access easement across the Grantor Property for the benefit of the Grantee Property as set forth below.

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees as follows:

1. Access Easement. Grantor hereby grants to the Grantee and its tenants, subtenants, employees, agents, customers, business visitors, business guests, licensees and other invitees (collectively, the "Permitted Users"), the perpetual, non-exclusive right and easement to use the area legally described and depicted on Exhibit C (the "**Easement Area**") for the purpose of providing vehicular ingress and egress to and from the Grantee Property.

2. Runs with the Land. This Easement is intended to benefit the Grantee Property, and Easement rights established hereunder shall inure to any future owners of the Grantee Property and each such owner's Permitted Users.

3. Term. This Easement shall be perpetual.

4. Maintenance. Grantor shall maintain in good condition and repair, subject to reasonable wear and tear, the Easement Area, and shall pay all expenses incurred in connection therewith.

5. Recording. This Easement shall be recorded in the official public records of Jackson County, Missouri.

6. Governing Law. This Easement shall be construed and governed in accordance with the laws of the State of Missouri.

[NO FURTHER TEXT; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned Grantor has executed the above foregoing Easement:

GRANTOR:

LSPH INVESTORS LLC,
a Missouri limited liability company

By: Enterprises Cedar Creek, LLC

By: Enterprises Landmark, LLC

By: William D. Cosentino
William D. Cosentino, Authorized Manager

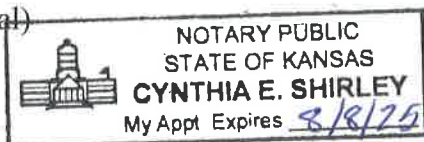
ACKNOWLEDGMENT

STATE OF Kansas)
) ss.
COUNTY OF Johnson)

BE IT REMEMBERED, that on this 13 day of Sept, 2022 before me, the undersigned, a Notary Public in and for said County and State aforesaid, came William D. Cosentino, an Authorized Manager of Enterprises Landmark, LLC, the Class A Member of Enterprises Cedar Creek, LLC, the Member of LSPH Investors LLC, who is personally known to me to be the same person who executed the within instrument on behalf of LSPH Investors LLC, and such person duly acknowledged the execution of the same to be the act and deed of LSPH Investors LLC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

(Seal)



My Commission Expires:

8/8/25

Cynthia E. Shirley
Notary Public in and for said
County and State
* CYNTHIA E. SHIRLEY

Exhibit A

Grantor Property - Legal Description

Lot 1, Pizza Hut Addition, a subdivision in Lee's Summit, Jackson County, Missouri, according to the recorded plat thereof.

Exhibit B

Grantee Property – Legal Description

Lot 1, Hardees Addition, a subdivision in Lee's Summit, Jackson County, Missouri.

Exhibit C

Easement Area – Legal Description

Commencing at the Northwestern corner of Lot 83, HIGHWAY LANE ADDITION, a subdivision in the City of Lee's Summit, Jackson County Mo., said point being on the Easterly right-of-way of McClendon Drive (25 ft. from the centerline thereof); thence along the easterly right-of-way line of said McClendon Drive (25 feet from the centerline thereof) South 42 degrees 30 minutes 45 seconds East, 6 ft. to the true point of beginning of this roadway easement; thence parallel to and 6 ft. Southeasterly of the Northerly line of said lot, North 47 degrees 34 minutes 15 seconds East, 70 ft.; thence parallel to the Easterly right-of-way line of said McClendon Drive South 42 degrees 30 minutes 45 seconds East, 50 ft.; thence parallel to and 14 ft. Northwesternly of the Southerly line of said lot, South 47 degrees 34 minutes 15 seconds West, 70 ft. to a point on the Easterly right-of-way of said drive (25 ft. from the centerline thereof), said point also being on the Westerly line of said lot; thence along the Easterly right-of-way line of said drive (25 ft. from the centerline thereof) North 42 degrees 30 minutes 45 seconds West, 50 ft. to the true point of beginning, containing 3500 square feet.

