

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

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INSTRUMENT NUMBER/BOOK & PAGE:

2011E0114564



ROBERT T. KELLY, DIRECTOR, RECORDER OF DEEDS

SANITARY SEWER EASEMENT (Limited Liability Company)

THIS AGREEMENT, made this 7 day of November, 2011, by and between **CBL Lee's Summit East, 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**.

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 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:

Situated in the City of Lee's Summit, County of Jackson, State of Missouri, and known as being part of Lot 28 of the Minor Plat of Summit Fair as recorded in Document #2010E0012640 in Plat Book 1321, Page 66, of the Jackson County Records and more fully described as follows;

Beginning at the northeasterly corner of Lot 29 of said Minor Plat of Summit Fair;
Thence N 77° 39' 28" W, along a northerly line of said Lot 29, a distance of 43.17 feet to a point;
Thence N 86° 49' 20" W, continuing along a northerly line of said Lot 29, a distance of 187.94 feet to be the True Place of Beginning for the parcel of land herein described;
Thence N 00° 45' 35" E, along a line of new easement, a distance of 103.79 feet to a point;
Thence N 63° 21' 21" E, along a line of new easement, a distance of 162.22 feet to a point;
Thence N 84° 50' 18" E, along a line of new easement, a distance of 61.27 feet to a point;
Thence N 08° 18' 17" W, along a line of new easement, a distance of 15.64 feet to a point;
Thence S 84° 50' 18" W, along a line of new easement, a distance of 63.24 feet to a point;
Thence S 63° 21' 21" W, along a line of new easement, a distance of 174.19 feet to a point;
Thence S 00° 45' 35" W, along a line of new easement, a distance of 112.53 feet to a point;
Thence S 86° 49' 20" E, along the northerly line of said Lot 29, a distance of 15.00 feet to be the True Place of Beginning and containing 0.1166 acres of land.

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.

IN WITNESS WHEREOF, Grantor, has caused these presents to be signed by its **Managing Partner** and attested by its Secretary, this 7 day of November, 2011:

CBL Lee's Summit East, LLC

By: _____

Signature

JEFF MCMAHON

Jeff McMahon, Managing Partner

ATTEST: _____

Secretary

Carrie Wimberley

Printed name

ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF JACKSON

On this 7th day of Nov. in the year 2011 before me, Doreen C Hansen (name of notary), a Notary Public in and for said state, personally appeared Jeff McMahon (name of manager or member) of CBL Lee's Summit East, 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 CBL Lee's Summit East, LLC.

Doreen C Hansen

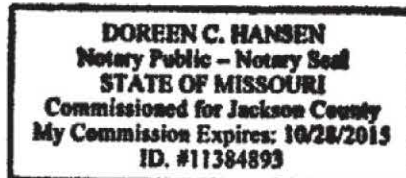
Notary Public Signature

DOREEN C HANSEN

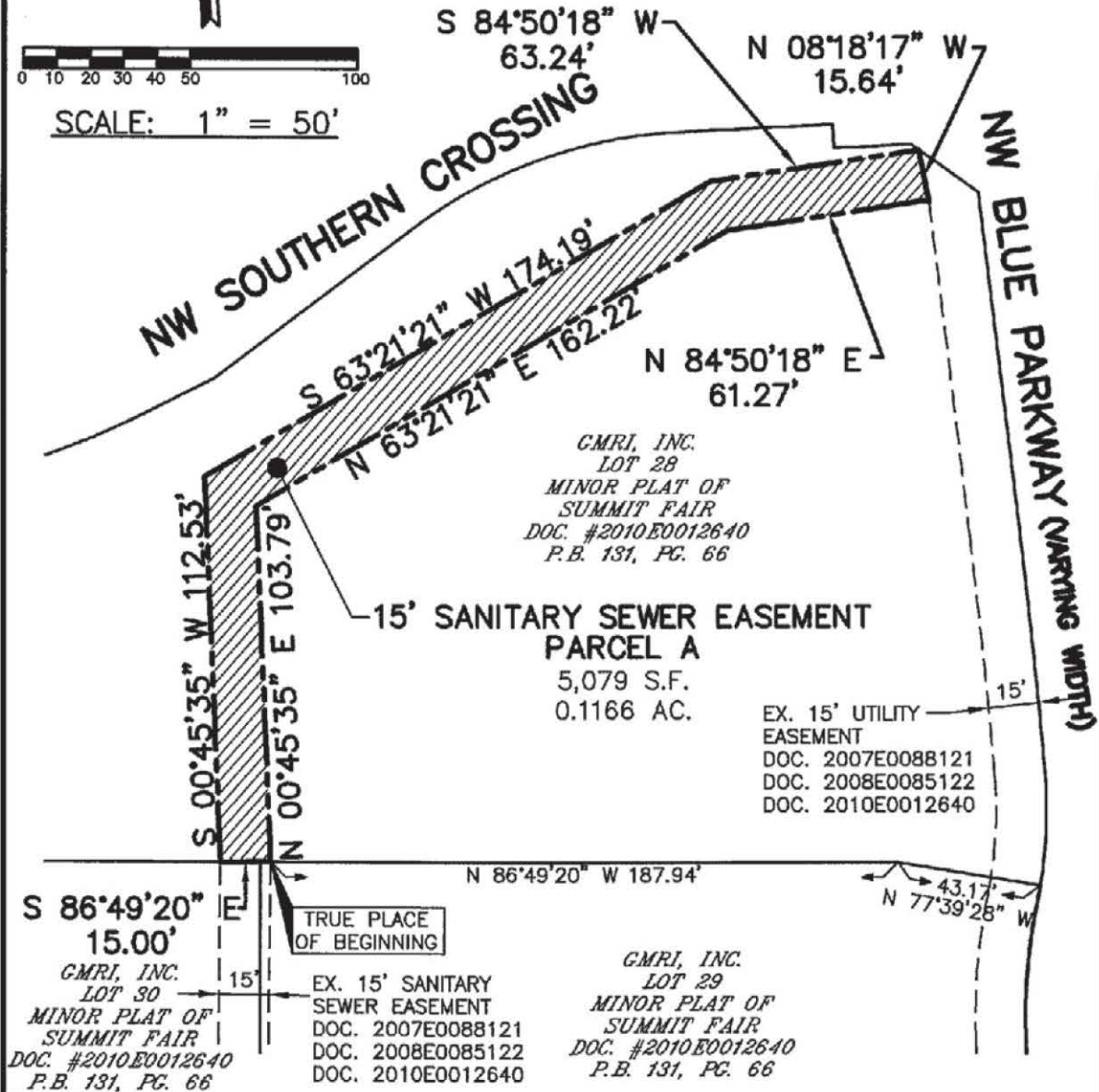
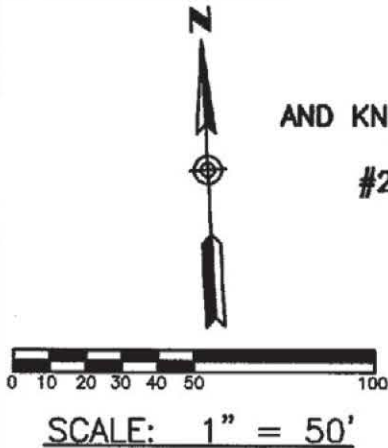
Printed or Typed Name

10/28/2015

My Commission Expires:



SITUATED IN THE CITY OF LEE'S SUMMIT
COUNTY OF JACKSON
STATE OF MISSOURI
AND KNOWN AS BEING PART OF LOT 28 OF THE MINOR PLAT
OF SUMMIT FAIR AS RECORDED IN DOCUMENT
#2010E0012640, IN PLAT BOOK 131, AT PAGE 66



CHICK-FIL-A #2859

15' SANITARY SEWER EASEMENT

PREPARED BY:

GBC DESIGN, INC.

3378 W. Market St. Akron, OH 44333-8886
Phone 330-836-0228 Fax 330-836-5782

DATE: 4/11/2011

PROJECT No. 43215D