

SANITARY SEWER EASEMENT (Limited Liability Company)

THIS AGREEMENT, made this ____ day of _____, 2024, by and between **Genesis P&W, LLC, Grantor**, a Limited Liability Company with a mailing address of 4420 Madison Avenue, Suite 104, Kansas City, Missouri 64111, 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:

A strip of land across Lot 14 in Summit Fair, Second Plat, Lots 8, 10 – 14 and Tract C legally described on the attached Exhibit A and depicted on the attached 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.

IN WITNESS WHEREOF, **Grantor**, has caused these presents to be signed by its _____ and attested by its Secretary, this ____ day of _____, 2024:

Genesis P&W, LLC

By: _____

(Printed name and title)

ATTEST:

Secretary

Printed name

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)

On this ____ day of _____ in the year 2024, before me, _____ (name of notary), a Notary Public in and for said state, personally appeared _____ (name of manager or member) of _____ (insert name of LLC), known to me to be the person who executed the within 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 _____ (insert name of LLC).

Notary Public Signature

EXHIBIT A

DESCRIPTION - SANITARY SEWER EASEMENT:

A 26' WIDE STRIP OF LAND BEING A PORTION OF LOT 14 OF SUMMIT FAIR, SECOND PLAT LOTS 8, 10-14, AND TRACT C, RECORDED IN DOCUMENT #2008E0085124 OF THE JACKSON COUNTY, MISSOURI RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 14; THENCE ALONG THE EAST LINE OF SAID LOT 14, 50.95' ALONG A 220.00 FOOT RADIUS CURVE TO THE RIGHT (HAVING A CHORD OF N14°56'15"E, 50.83 FEET) TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE EAST LINE OF SAID LOT 14, 26.02' ALONG A 220.00 FOOT RADIUS CURVE TO THE RIGHT (HAVING A CHORD OF N24°57'35"E, 26.01 FEET);
THENCE LEAVING SAID LOT LINE, N63°43'25"W, 31.35 FEET;
THENCE S26°17'45"W, 26.00 FEET;
THENCE S63°43'25"E, 31.96 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 0.02 ACRES OR 816 SQUARE FEET. SUBJECT TO ANY EASEMENT OR RESTRICTION OF RECORD OR NOT OF RECORD, IF ANY.



DEREK FORBIS PLS #2021015380
Dated: February 8, 2024

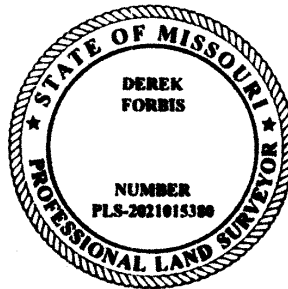
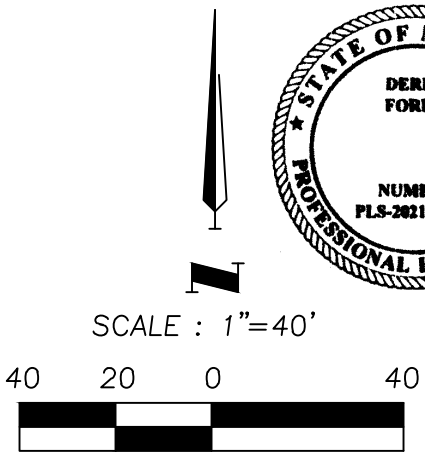


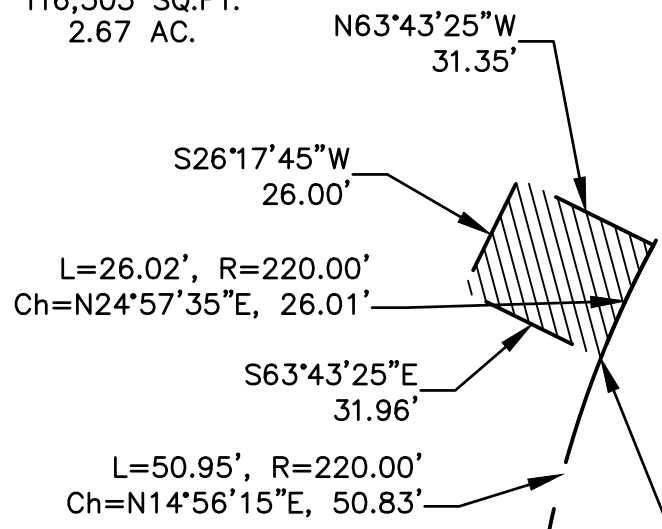
EXHIBIT B



D-F PL

1010 NW WARD ROAD
LEE'S SUMMIT, MO
LOT 14, SUMMIT FAIR, SECOND
PLAT (2008E 0085124)
116,305 SQ.FT.
2.67 AC.

NW WARD ROAD
10' U/E
5' U/E
DOC NO 2016E0032187



OUTERVIEW ROAD

POINT OF COMMENCEMENT
POINT OF BEGINNING

LOT 27A
MINOR SUBDIVISION - SUMMIT FAIR,
LOTS 27A & 27B (2015E 0112075)

LOT 10-A
MINOR PLAT OF
SUMMIT FAIR,
LOTS 10A-10C
(2023E 0001734)