



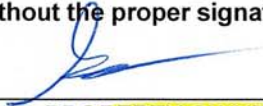
FINAL DEVELOPMENT PLAN APPLICATION

1. PROJECT NAME: AT&T Equipment Modification
2. PROPERTY ADDRESS: 1097 NW Black Twig Ln., Lees Summit, MO 64081-1905
3. ZONING OF PROPERTY: _____
4. LEGAL DESCRIPTION (attach if description is metes and bounds description): _____

5. Size of Building(s) (sq. ft): Tower - 190.3' Lot Area: _____

6. APPLICANT Fullerton Engineering PHONE 508-917-6131
 CONTACT PERSON DARDANE KAFEXHOLLI FAX _____
 ADDRESS 1100 E. Woodfield Rd., #500 CITY/STATE/ZIP Schaumburg, IL 60173
 E-MAIL _____
7. PROPERTY OWNER American Towers LLC PHONE _____
 CONTACT PERSON _____ FAX _____
 ADDRESS 10 Presidential Way CITY/STATE/ZIP Woburn, MA 01801
 E-MAIL dkafexholli@fullerton-us.com
8. ENGINEER/SURVEYOR AMERICAN TOWER PHONE _____
 CONTACT PERSON _____ FAX _____
 ADDRESS 1 Fenton Main, STE 300, CARY, NC 27511 CITY/STATE/ZIP _____
 E-MAIL _____
9. OTHER CONTACTS _____ PHONE _____
 CONTACT PERSON _____ FAX _____
 ADDRESS _____ CITY/STATE/ZIP _____
 E-MAIL _____

All applications require the signature of the owner on the application and on the ownership affidavit. Applications without the proper signatures will be deemed incomplete and will not be processed.


 DARDANE KAFEXHOLLI Digitally signed by DARDANE KAFEXHOLLI
 DN: cn=DARDANE KAFEXHOLLI, o=FULLERTON ENGINEERING, email=dkafexholli@fullertonengineering.com, c=US
 Date: 2024.09.17 16:39:09 +0200

PROPERTY OWNER
APPLICANT
 Print name: Gregory Mercier, Managing Attorney, American Towers LLC DARDANE KAFEXHOLLI

Receipt #: _____ Date Filed: _____ Processed by: _____ Application #: _____



OWNERSHIP AFFIDAVIT

STATE OF MISSOURI)

ss.

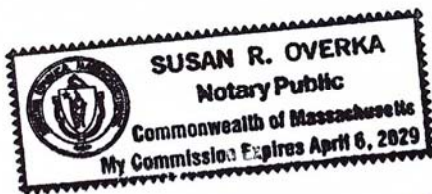
COUNTY OF JACKSON)

Comes now Gregory Mercier, Managing Attorney, American Towers LLC (owner)

who being duly sworn upon his/her oath, does state that he/she is the owner of the property legally described as **1097 NW Black Twin Ln., Lees Summit, MO 64081-1905**

in the application for Final Development Plan Application
(type of application, e.g., rezoning, preliminary or final development plan, etc.).

Owner acknowledges the submission of said application and understands that upon approval of the application the proposed use specified in the application will be a permitted use upon the subject property under the City of Lee's Summit Unified Development Ordinance.



Dated this 18th day of June, 2024

A handwritten signature in blue ink, appearing to be 'Gregory Mercier', written over a horizontal line.

Signature of Owner

Gregory Mercier, Managing Attorney, American Towers LLC

Printed Name

Subscribed and sworn to before me this 18th day of June, 2024

A handwritten signature in blue ink, appearing to be 'Susan R. Overka', written over a horizontal line.

Notary Public

4-6-29

My Commission Expires

53145

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13104P1251

TRUSTEE'S SPECIAL WARRANTY DEED

THIS INDENTURE, made on the 2nd day of December, A.D., One Thousand Nine Hundred Ninety Seven, by and between the BOARD OF TRUSTEES OF EXUMA TRUST, Trustees under the EXUMA TRUST dated November 17, 1992, (herein "Grantor") and TELECOM TOWERS, L.L.C., (herein "Grantee") the mailing address of the Grantee is 1525 Wilson Blvd., Suite 500, Arlington, VA 22209.

WITNESSETH:

THAT GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to Grantor paid by Grantee (the receipt of which is hereby acknowledged) does by these presents Grant, Bargain and Sell, convey and Confirm unto Grantee, and Grantee's successors and assigns, the following described real estate.

TRACT I:

This is a subdivision of land in the Southeast Quarter of Section 35, Township 18, Range 32, in Lee's Summit, Jackson County, Missouri, more particularly described as follows: Commencing at the Northwest corner of the Southeast Quarter of Section 35; thence South 85 degrees 35 minutes 26 seconds East along the North line of said Southeast Quarter Section, a distance of 535.33 feet; thence South 4 degrees 53 minutes 50 seconds West, a distance of 21.30 feet, to the POINT OF BEGINNING, said point being on the South right of way line of Interstate Highway NO. 470, as now established; thence South 85 degrees 06 minutes 10 seconds East, along said South Highway right of way line, a distance of 556.29 feet to a point 160 feet South of highway station 380+00; thence South 82 degrees 14 minutes 26 seconds East, along said South Highway right of way line, a distance of 222.33 feet, to a point on the East line of the West One-Half of said Southeast Quarter Section; thence South 2 degrees 28 minutes 04 seconds West, 1311.53 feet East of and parallel with the West line of said Southeast Quarter Section, a distance of 492.85 feet; Thence North 85 degrees 06 minutes 10 seconds West a distance of 511.36 feet; thence North 24 degrees 52 minutes 23 seconds West a distance of 579.75 feet (meas.) 579.75 feet (dead), to the POINT OF BEGINNING.

TRACT II:

An Ingress-egress easement described as follows:

COMMENCING at the Northwest corner of the Southeast Quarter of said Section 35; thence South 85 degrees 35 minutes 26 seconds East, along the North line of said Southeast Quarter Section, a distance of 535.33 feet; thence South 4 degrees 53 minutes 50 seconds West, perpendicular to the last described course, a distance of 21.30 feet to a point on the South right of way line of Interstate No. 470, as it presently exists, said point being the POINT OF BEGINNING; thence South 24 degrees 52 minutes 23 seconds East, along the Westerly line of said GERBER HEIGHTS, a distance of 34.55 feet thence North 85 degrees 06 minutes 10 seconds West parallel with, and 30.00 South of the North line of said right of way, a distance of 300.00 feet; thence South 29 degrees 15 minutes 02 seconds West a distance of 709.05 feet (meas.) 708.76 feet (dead) to a point in the centerline of Clifford Road (a.k.a. Lowenstein Drive), as it presently exists; thence North 71 degrees 41 minutes 43 seconds West a distance of 110.98 feet; thence North 31 degrees 23 minutes 25 seconds East, a distance of 726.50 feet to a point on the South right of way line of said Interstate NO. 470; thence South 85 degrees 06 minutes 10 seconds East along said right of way line, a distance of 359.10 feet to the POINT OF BEGINNING, except that part in roadway right of way.

Subject to any recorded restrictions, easements, party wall agreements and community contracts, to any existing leases, tenancies and zoning laws, to easements or claims or easements not shown by the public records, including but not limited to all rights acquired by any public or private utilities in the streets prior to the vacation thereof and utility easements of the City of Lee's Summit, Missouri, in the vacated streets above described, to any defects, encroachments, overlaps, boundary line disputes, acreage and any other matters which would be disclosed by an accurate survey or inspection of the above described property and to the lien of taxes and assessments, general and special, for 1996 and subsequent years.

Grantor's liability under this Deed with respect to any covenants or warranties is specifically limited to the assets of the trust estate held by Grantor as Trustee under the aforesaid Trust created by SHIRLEY OGLEYIE, as party of the first part and DONALD W. GESSLEY, as First Trustee and

I3104P1252

party of the second part on the 17th day of November, 1992 and referred to as the EXUMA TRUST. This Deed is executed pursuant to the powers granted the Board of Trustees of the aforesaid Trust, which remains in full force and effect as the date of this Deed.

TO HAVE AND TO HOLD The premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto Grantee and unto Grantee's heirs and assigns forever; Grantor hereby covenanting that Grantor is lawfully seized of an indefeasible estate in fee of the premises herein conveyed, that Grantee has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by Grantor or those under whom they claim; and the Grantor will warrant and defend the title to the said premises unto Grantee and unto Grantee's heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

BOARD OF TRUSTEES OF EXUMA TRUST


FIRST TRUSTEE Donald W. Gessley

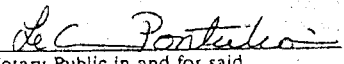
STATE OF MISSOURI

COUNTY OF Jackson)

SS.

On this 2nd day of December 1997, before me, the undersigned, a Notary Public, personally appeared Donald W. Gessley to me personally known, who, being by me duly sworn, did say that he is Trustee of the EXUMA TRUST and; that said instrument was signed by said Trustee on behalf of and by authority of the Board of Trustees of the EXUMA TRUST dated the 17th day of November, 1992; and that he acknowledged the execution of said instrument to be his free act and deed as said Trustee.

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


Notary Public in and for said
County and State

My commission expires:

LEANN PONTALIO
Notary Public - Notary Seal
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPI. NOV. 21, 1999

STATE OF MISSOURI
COUNTY OF JACKSON, SS.
THIS INSTRUMENT RECEIVED
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RECORDED BOOK PAGE
DIRECTOR OF RECORDS

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Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"TELECOM TOWERS, L.L.C.", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "AMERICAN TOWERS LLC" UNDER THE NAME OF "AMERICAN TOWERS LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF SEPTEMBER, A.D. 2019, AT 12:36 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF OCTOBER, A.D. 2019 AT 11:59 O'CLOCK P.M.



Jeffrey W. Bullock, Secretary of State

2525871 8100M
SR# 20197243417

Authentication: 203676842
Date: 09-26-19

You may verify this certificate online at corp.delaware.gov/authver.shtml

**CERTIFICATE OF MERGER
OF DOMESTIC LIMITED LIABILITY COMPANIES**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned Delaware limited liability company, American Towers LLC, executed the following Certificate of Merger:

FIRST: The name of the surviving limited liability company is American Towers LLC (the "Surviving Entity"), and the name of the limited liability company being merged into and with the Surviving Entity is TeleCom Towers, L.L.C. (the "Merger").

SECOND: The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent limited liability companies set forth in the First Clause hereof.

THIRD: The name of the limited liability company surviving the Merger is American Towers LLC.


FOURTH: The Merger shall become effective at 11:59 p.m. on October 1, 2019.

FIFTH: The Agreement and Plan of Merger is on file at the office of the Surviving Entity located at 116 Huntington Avenue, 11th Floor, Boston, Massachusetts 02116.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the Surviving Entity, on request and without cost, to any member of any constituent entity.

IN WITNESS WHEREOF, Surviving Entity has caused this Certificate of Merger to be signed by its duly authorized officer as of September 24, 2019.

AMERICAN TOWERS LLC

By: 
Name: Stephen Greene
Title: Assistant Secretary