

UTILITY EASEMENT **(Limited Liability Company)**

THIS UTILITY EASEMENT AGREEMENT ("Agreement"), made this 21st day of November, 2024, ("Effective Date") by and between **LSMO TUDOR APARTMENTS, LLC**, a Limited Liability Company organized and existing under the laws of the State of Missouri, **Grantor**, and the City of Lee's Summit, Missouri, a Missouri 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 and no/100's Dollars (\$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 Utility Easement for use by **Grantee**, and with the written permission of **Grantee** to utility companies who operate in Lee's Summit, Missouri, to locate, construct, reconstruct, operate, repair, and maintain facilities including, but not limited to, sanitary sewer lines, water lines, storm sewers, drainage ditches, waterways, water, gas, poles, wires, ducts, conduits, cables, meters, vaults, connections, and all other utilities together with all necessary appurtenances thereto ("Utilities"), together with the right of ingress to and egress to and from the Easement Area for the purpose of **Grantee** exercising the rights in this Agreement, upon, over, under and along the following described lands in Jackson County, Missouri, to-wit:

See Attached Exhibit A for Legal ("Easement Area") and Exhibit B for Depiction

GRANTEE, its successors and assigns, shall have the right to trim, remove, eradicate, cut, and clear away any trees, limbs, brush, and vines ("Vegetation") on the Easement Area or on routes exercised as access to the Easement Area now or at any future time whenever in its judgment such Vegetation will interfere with or endanger the exercise of Grantee's rights in this Agreement.

GRANTEE, its successors and assigns, shall have the right of ownership, use and control of all Utilities through the Easement Area for all proper purposes connected with the installation, use, maintenance, and replacement of the Utilities (and other equipment), and with the attachment thereto of service lines of its consumers.

GRANTOR agrees not to obstruct or interfere with the use, operation or maintenance of such Utilities, by erecting, or causing or allowing to be erected, any building or structures on or within said Easement Area or Vegetation in the Easement Area that interferes with or endangers the exercise of Grantee's rights in this Agreement.

GRANTEE agrees to maintain the Utilities constructed by Grantee or its agents, employees, contractors, invitees, permittees, licensees, successors, or assigns in the Easement Area. Grantor agrees to perform all other maintenance in the Easement Area.

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 easement to the **Grantee** herein.

GRANTOR, to the fullest extent allowed by law, including, without limitation, section 527.188, RSMo., hereby waives any right to request vacation of the easement herein granted.

This Agreement shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Jackson County, Missouri at Independence.

The parties agree to cooperate fully, to execute any supplemental agreements, and to take all additional actions that may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

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**, a Limited Liability Company, has caused these presents to be signed by its Executive Members and attested by the Co-Manager of its Manager, this 21st day of November, 2024.

LSMO Tudor Apartments, LLC

By: Tudor Road Apartments Land JV, LLC, its Manager

By: Cityscape Tudor Road Apartments, LLC, its Manager

By: Beanstock Investors II, LLC, its Manager

By: 

James E. Thomas Jr., Manager

ATTEST:

Authorized representative of Manager



Derrick Cranor

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS
COUNTY OF HAMILTON)

On this 21st day of November in the year 2024 before me, a Notary Public in and for said state, personally appeared James E. Thomas, Jr. as authorized representative of LSMO Tudor Apartments, 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 LSMO Tudor Apartments, LLC.



Cindy L. Kingston
Notary Public Signature

Accepted by the City of Lee's Summit, Missouri, this _____ day of _____, 2024:

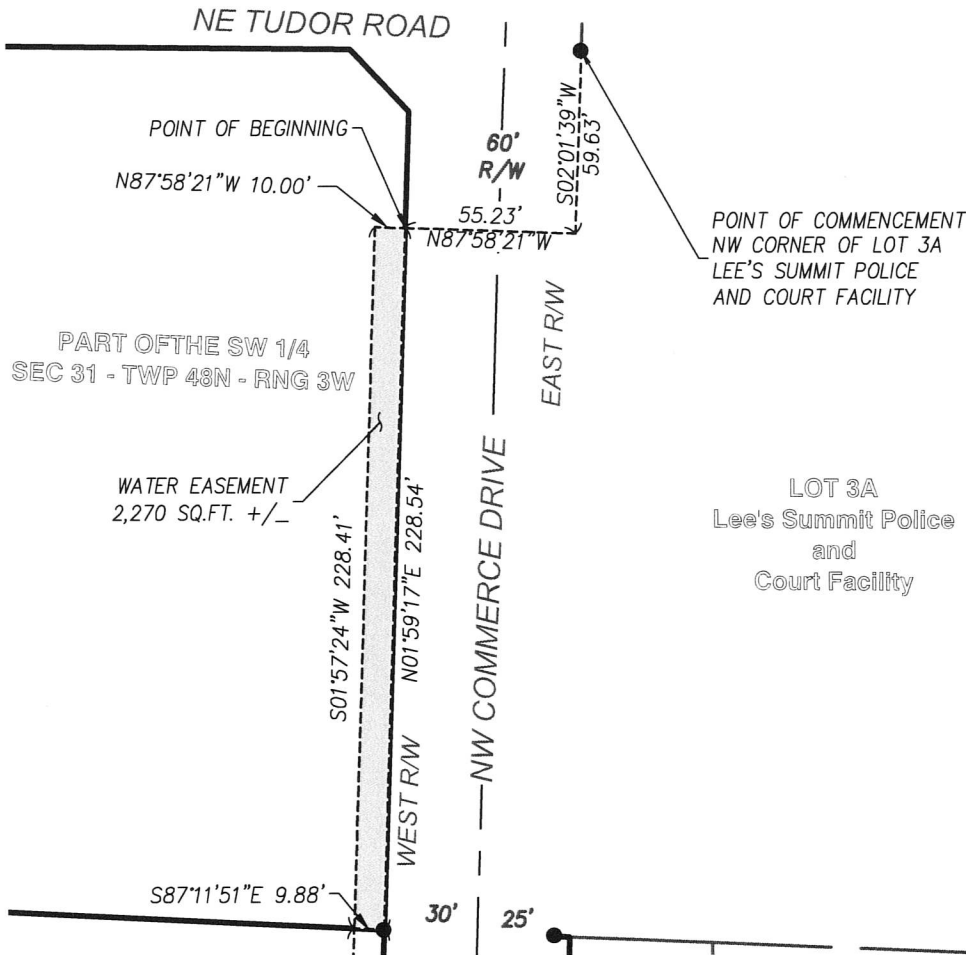
City of Lee's Summit,
a municipal corporation

By: _____
Michael Park – Director of Public Works

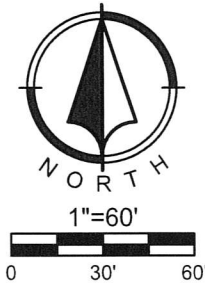
Water Easement- North Tract

A 10 foot tract of land in the Southwest 1/4 of Section 31, Township 48 North, Range 3 West, in the City of Lee's Summit, County of Jackson, State of Missouri, more particularly described by Randy G. Zerr, Missouri PLS-2018016442, October 31, 2024, as follows:

Commencing at the Northwest corner of Lot 3A of Lee's Summit Police and Court facility, a Plat in the City of Lee's Summit, County of Jackson, State of Missouri, said point being on the East right-of-way of NW Commerce Drive as now established October 2024; thence S02° 01' 39"W, along said east right-of-way, 59.63 feet; thence departing said right of way, N87° 58' 21"W, 55.23 feet to the West right of way line of said NW Commerce Drive, said point also being the Point of Beginning; thence continuing N87° 58' 21"W, 10.00 feet; thence S01° 57' 24"W, 228.41 feet; thence S87° 11' 51"E, 9.88 feet to the West right of way line of said NW Commerce Drive; thence N01° 59' 17"E along said west right-of-way line, 228.54 feet to the Point of Beginning. Containing 2,270 square feet, more or less.



LOT 3A
Lee's Summit Police
and
Court Facility

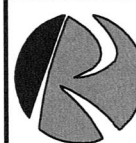


I hereby certify that this Easement description is true and correct to the best of my professional knowledge and belief and was prepared by me or under my direct supervision.

24-0166

Randy G. Zerr Missouri PLS-2018016442
RIC MO CLS-2011003572
rzerr@ric-consult.com

WATER LINE EASEMENT



**Renaissance
Infrastructure
Consulting**

102 Abbie Avenue
Kansas City, Kansas 66103

913.317.9500
www.ric-consult.com

Sheet 1 of 2

Certificates of Authorization: MO CLS-2011003572; KS CLS-234;
OK CA-7072; SD C-8496; AR COA 3574; TX 10194376