

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

03/31/2023 9:49 AM

FEE: \$42.00

8 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2023E0022259

Book: Page:

Diana Smith, Recorder of Deeds

S 31	SE / NW	QQ/Q
T 48N	Jackson	County
R 31W	Missouri	State

EASEMENT CONVEYANCE
Limited Liability Company

THIS **EASEMENT**, made and entered into this 15th day of March, 2023, by and between **Scannell Properties #603, LLC**, a Delaware Limited Liability Company "**GRANTOR**" and **Evergy Missouri West, Inc.**, a Delaware corporation whose mailing address is PO Box 418679, Kansas City, MO. 64141-9679, and its and their affiliates, lessees, licensees, designees, successors and assigns, of Jackson County, Missouri "**GRANTEE**".

After recording mail to:

Evergy
Trenton S. Ellis, E.I.T.
Distribution Design Engineering Dept. 232
PO Box 418679
Kansas City, MO 64141-9679

Legal Description: See Exhibit "A" for Easement Legal Description and Illustrative Depiction (Total of 3 Pages). See Exhibit "B" for Illustrative Depiction with Aerial Overlay (1 Page).

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby and under the Grantor's authority provided within Section 10.4 of the Lease Agreement entered by and between the Grantor, as lessee, and the City of Lee's Summit, Missouri, as lessor, dated April 1, 2022, GRANTS, BARGAINS, SELLS AND CONVEYS to Grantee, its lessees, successors and assigns, the right, privilege and perpetual non-exclusive easement to enter upon the "Grantor Real Property" as described below, to patrol, alter, conduct surveys, construct, erect, inspect, install, maintain, operate, rebuild, reconstruct, relocate, remove, renew, repair and replace electric and communication transmission and distribution lines and their appurtenances under varying conditions of operation, including the poles, towers, anchors, guys, crossarms, insulators, conductors, conduit, ducts, cables, and other fixtures and equipment appurtenant thereto for the transmission and/or distribution of electric energy and communications in, along, under, across, and over the Grantor Real Property, and in and upon all streets, roadways or highways abutting said lands, as described ("Easement Tract") in Exhibits "A" and "B" attached hereto and incorporated by reference herein (individually and in any combination

referred to as the "Rights"), together with the right of ingress to and egress to and from the Easement Tract on the Grantor Real Property and contiguous land owned or leased by Grantor from the City of Lee's Summit, Missouri by Grantor for the purpose of Grantee exercising the Rights ("Access Rights"). Grantee shall exercise the Rights and Access Rights in a reasonable and appropriate manner as determined in its good faith and when practicable, use existing roads and lanes. The "Grantor Real Property" is that certain real property owned, or leased by Grantor from the City of Lee's Summit, Missouri and described in Instrument 2022E0034272 in the Jackson County Recorder of Deeds office.

In the exercise of the Rights and Access Rights, Grantee shall have the further right to erect and use gates in all fences that cross or obstruct the Access Rights or that shall hereafter cross or obstruct the Access Rights on the Grantor Real Property or contiguous land owned or leased by Grantor from the City of Lee's Summit, Missouri by Grantor, and also have the right to trim, remove, eradicate, cut and clear away any trees, limbs, brush and vines ("Woody Vegetation") on or adjoining the Easement Tract or on routes exercised as Access Rights now or at any future time whenever in its judgment such Woody Vegetation will interfere with or endanger the exercise of the Rights or the Access Rights. All such Woody Vegetation shall be burned or removed by Grantee unless otherwise mutually agreed to by Grantor and Grantee. In the event Grantee causes damage to Grantor or the Grantor Real Property from the exercise of the Rights or Access Rights, Grantee shall either cause the physical, material damage to be repaired or pay Grantor the reasonable cost of such work.

Grantor, its heirs, successors, assigns and lessees, may cultivate, use and enjoy the Easement Tract, provided such use shall not, in the judgment of Grantee, interfere with or endanger the Rights, and provided further that no improvements, buildings or structures shall be located, constructed or otherwise placed on the Easement Tract.

LANDSCAPE CLAUSE

Grantor agrees to plant, install and maintain any and all landscaping required by city ordinance to screen utility structures located on the property.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

TO HAVE AND TO HOLD said easement and rights aforesaid with all and singular, the rights, privileges, appurtenances, and immunities thereto belonging or in anyway appertaining unto Grantee its lessees, licensee, successors or assigns forever. This easement conveyance shall run with the land and shall be binding upon Grantor and Grantor's heirs, administrators, executors, successors and assigns. Grantor hereby covenants that Grantor has a leasehold interest in with the authority to grant easements in and on of the above-described land, subject to existing liens and right-of-way easements of record.

SIGNATURES ON FOLLOWING PAGE

IN TESTIMONY WHEREOF, Grantor has hereunto executed this Easement on the date first above written.

Scannell Properties #603, LLC

By: 

Print Name: MARC PFLEGING

Title: MANAGER OF SCANNELL PROPERTIES #603, LLC

ACKNOWLEDGEMENT

State of Indiana)

) SS.

County of Marion)

On this 15th day of March 2023, before me a Notary Public, appeared Marc Pfleging to me personally known, (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she is the Manager of SCANNELL PROPERTIES #603, LLC, and that he/she executed the same on behalf of said company and by authority thereof and permitted under Section 10.4 of the Lease Agreement entered by and between the Grantor, as lessee, and the City of Lee's Summit, Missouri, as lessor, dated April 1, 2022

and acknowledged said instrument to be the free act and deed of said company for the purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My Commission Expires: 5/20/25

Notary Public Julie G. Troha



WR#: 1044759 Validation by: TRENTON S. ELLIS

IN TESTIMONY WHEREOF, Grantor has hereunto executed this Easement on the date first above written.

CITY OF LEE'S SUMMIT, MISSOURI

By: William Baird Print Name: William Baird Title: Mayor



Approved as to form:

ATTEST:

By: David Bushek

David Bushek, Chief Counsel of
Economic Development & Planning

By: Trisha Fowler Arcuri

Name: Trisha Fowler Arcuri
Title: City Clerk Deputy

ACKNOWLEDGEMENT

State of Missouri)
) SS.
County of Jackson)

On this 30th day of March, 2023, before me a Notary Public, appeared **William Baird** to me personally known, (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they are the **Mayor** of the **City of Lee's Summit, Missouri**, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes herein stated and as the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My Commission Expires: 4/9/2024

Notary Public Julie C. Pryor



JULIE C. PRYOR
My Commission Expires
April 9, 2024
Jackson County
Commission #12517227

WR#: 1044759 Validation by: TRENTON S. ELLIS

Exhibit "A" (Page 1 of 3, Legal Description)

EXHIBIT "A"

(Page 1 of 3)

This sketch has been prepared for easement purposes only and does not constitute a boundary survey. Distances shown hereon are ground distances, and bearings are based on NAD-83 Missouri West Zone State Plane Datum.

NON-PUBLIC EASEMENT DESCRIPTION:

A 15-foot-wide Electric Easement, lying 7.50 feet on both sides of the following described centerline, whose sidelines are lengthened or foreshortened to terminate at their respective boundary lines, being all that part of Lot 1 of Lee's Summit Logistics, Lots 1-3, a subdivision in in the City of Lee's Summit, Jackson County, Missouri, all in the West Half of Section 31, Township 48 North, Range 31 West, described by Michael J. Bogina, MO PLS-2022043970, of Olsson MOLC-366, on December 20, 2022, as follows:

COMMENCING at the Southeast corner of the Northwest Quarter of Section 31, Township 48 North, Range 31 West; thence North 87 degrees 25 minutes 32 seconds West, on the South line of said Northwest Quarter, a distance of 234.98 feet to a point hereby designated as Point "A", the POINT OF BEGINNING; thence North 09 degrees 06 minutes 15 seconds West, departing said South line, a distance of 11.21 feet to a point; thence North 07 degrees 36 minutes 15 seconds West a distance of 46.55 feet to a point hereby designated as Point "B"; thence North 00 degrees 53 minutes 12 seconds East a distance of 51.38 feet to a point; thence North 03 degrees 52 minutes 41 seconds West a distance of 52.28 feet to a point; thence North 09 degrees 42 minutes 38 seconds West a distance of 50.22 feet to a point; thence North 22 degrees 02 minutes 25 seconds West a distance of 154.40 feet to a point; thence North 89 degrees 45 minutes 43 seconds West a distance of 512.08 feet to a point hereby designated as Point "C"; thence North 89 degrees 50 minutes 15 seconds West a distance of 431.10 feet to a point; thence North 70 degrees 55 minutes 46 seconds West a distance of 78.30 feet to a point on the East line of an existing 15-foot-wide Electric Easement, as established in Document 2022e0069680, the POINT OF TERMINATION of said centerline.

Also,

BEGINNING at aforementioned Point "A"; thence South 09 degrees 06 minutes 15 seconds East, departing said South line of said Northwest Quarter, said line also being the North line of the Southwest Quarter of said Section 31, Township 48 North, Range 31 West, a distance of 38.93 feet to a point; thence South 15 degrees 01 minute 43 seconds East a distance of 57.05 feet to a point on the North line of an existing 10-foot-wide Electric Easement, as established in Document 1990i0962912, the POINT OF TERMINATION of said centerline.

Also,

BEGINNING at aforementioned Point "B"; thence North 47 degrees 17 minutes 12 seconds West a distance of 82.17 feet to the POINT OF TERMINATION of said centerline.

Also,

(CONTINUED on Page 2 of 3)

DWG: C:\Temp\AcPublish_976\V_EXH7_02104157.dwg
DATE: Dec 22, 2022 6:36pm
USER: m.bogina
XREFS:

olsson

7301 West 133rd Street
Suite 200
Overland Park, KS 66213-4750
TEL 913.381.1170
MOLC-366

SCANNELL PROPERTIES #603
PROJECT #50032876

COUNTY TRACT NO.
JACKSON -

PROJECT NO: 021-04157

DRAWN BY: MJB

DATE: 12/21/22 Rev. 12/22/22

Exhibit "A" (Page 2 of 3, Legal Description)

EXHIBIT "A"

(Page 2 of 3)

This sketch has been prepared for easement purposes only and does not constitute a boundary survey. Distances shown hereon are ground distances, and bearings are based on NAD-83 Missouri West Zone State Plane Datum.

NON-PUBLIC EASEMENT DESCRIPTION (continued):

BEGINNING at aforementioned Point "C"; thence South 01 degree 58 minutes 54 seconds East a distance of 29.04 feet to the POINT OF TERMINATION of said centerline.

Also,

BEGINNING at aforementioned Point "B"; thence South 00 degrees 31 minutes 07 seconds East a distance of 225.21 feet to a point; thence South 46 degrees 58 minutes 54 seconds East a distance of 14.14 feet to a point; thence North 88 degrees 01 minute 06 seconds East a distance of 116.44 feet to a point of curvature; thence in an Easterly direction, on a curve to the right, having a radius of 325.00 feet, through a central angle of 11 degrees 13 minutes 38 seconds, an arc distance of 63.68 feet to a point of tangency; thence South 80 degrees 45 minutes 16 seconds East a distance of 7.44 feet to a point hereby designated as Point "D"; thence South 80 degrees 45 minutes 16 seconds East a distance of 25.70 feet to a point on the East line of Lot 1 of Lee's Summit Logistics, Lots 1-3, a subdivision in in the City of Lee's Summit, Jackson County, Missouri, the POINT OF TERMINATION of said centerline.

Also,

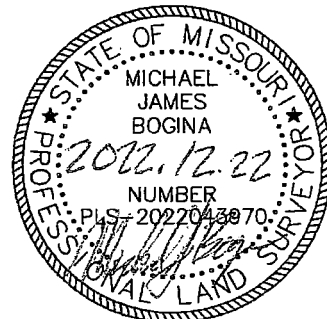
BEGINNING at aforementioned Point "D"; thence South 09 degrees 14 minutes 44 seconds West a distance of 99.09 feet to a point of curvature; thence in a Southerly direction, on a curve to the left, having a radius of 1346.00 feet, through a central angle of 8 degrees 45 minutes 13 seconds, an arc distance of 205.64 feet to a point hereby designated as Point "E", said point also lying on a non-tangent line; thence South 88 degrees 00 minutes 13 seconds East a distance of 30.04 feet to a point on the East line of said Lot 1, the POINT OF TERMINATION of said centerline.

Also,

BEGINNING at aforementioned Point "E"; thence South 46 degrees 18 minutes 41 seconds West a distance of 64.49 feet to a point on the South line of said Lot 1, the POINT OF TERMINATION of said centerline.

The above-described easements contain an aggregate total of 35,372 Square Feet or 0.8120 Acres, more or less.

(As depicted on EXHIBIT "A" (Page 2 of 2), attached and incorporated herein.)



olsson

7301 West 133rd Street
Suite 200
Overland Park, KS 66213-4750
TEL 913.381.1170
MOLC-366

SCANNELL PROPERTIES #603
PROJECT #50032876

COUNTY TRACT NO.
JACKSON -

PROJECT NO: 021-04157

DRAWN BY: MJB

DATE: 12/21/22 Rev. 12/22/22

USER: mjbogina

olsen

7301 West 133rd Street
Suite 200
Overland Park, KS 66213-4750
TEL. 913.381.1170
MOLC-366

SCANNELL PROPERTIES #603	
PROJECT #50032876	
COUNTY	TRACT NO.
JACKSON	-

PROJECT NO: 021-04157
DRAWN BY: MJB
DATE: 12/21/22 Rev. 12/22

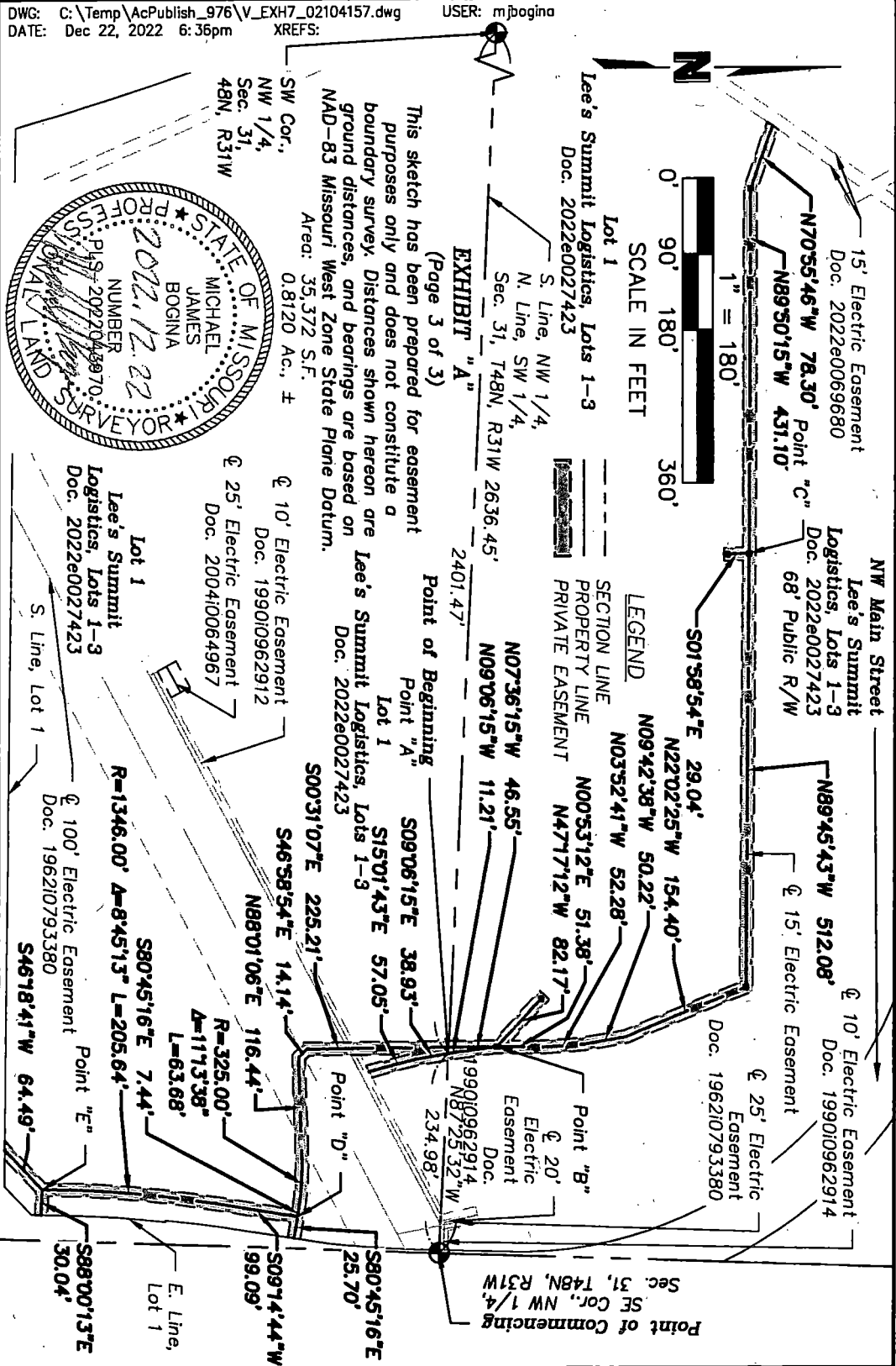


Exhibit "A" (Page 3 of 3, Illustrative Depiction)

