

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made and dated as of this _____ day of _____, 2024 by and between **Jackson County Missouri, a Constitutional Home Rule County of the State of Missouri ("Buyer")**, and **Charles H. Loeffler and Deanna L. Loeffler ("Seller")**.

WITNESSETH:

WHEREAS, Seller is the owner of the real estate described in Exhibit A, attached hereto and incorporated herein by reference (record legal description to govern), and the buildings, improvements, structures, fixtures, equipment and signage thereon, the leases thereof and the easements, access rights, and all other privileges, appurtenances and hereditaments thereto (all being hereinafter collectively referred to as the "Property"); and

WHEREAS Buyer desires to buy and Seller desires to sell Temporary and Permanent Easements, on the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants of the parties hereinafter expressed, it is hereby agreed as follows:

ARTICLE I

EASEMENT TRANSACTION

1.1 Agreement. In accordance with and subject to the terms and conditions hereof, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, Temporary and Permanent Easements on the Property.

1.2 Purchase Price. The purchase price (the "Purchase Price") to be paid to Seller for the sale of the Temporary and Permanent Easements to Buyer as provided for herein shall be FIVE HUNDRED DOLLARS (\$500). Buyer shall, on the date of Full Execution of all of the parties of this Easement Agreement, pay Seller the Purchase Price. Check will be split evenly with \$250 to Charles Loeffler with his social security number and \$250 to Deanna Loeffler with her social security number for tax purposes.

1.3 Possession. Seller shall transfer possession of the Temporary and Permanent Easements on the Property to Buyer on the date of Closing upon consummation of all closing requirements and satisfaction of all closing conditions.

1.4 Documents at Closing. Buyer shall record all documents once executed by all parties.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF SELLER

2.1 Seller Representations and Warranties. In order to induce Buyer to purchase the Temporary and Permanent Easements on the Property, Seller makes the following representations and warranties, each of which representations and warranties is true and correct on the date hereof and will be true and correct on (and restated as of) the date of Closing, and each of which shall survive the Closing and the sale contemplated hereby.

(a) There will be no parties in possession of any portion of the Property as lessees or tenants at sufferance on the date of Closing.

(b) To the best of Seller's knowledge, there is no pending condemnation or similar proceeding affecting the Property other than the transaction contemplated herein, or any part thereof.

(c) To the best of Seller's knowledge, there are no lawsuits affecting the Property.

(d) There are no voluntary or, to the best of Seller's knowledge, involuntary proceedings in bankruptcy or under any other debtor relief laws pending against Seller or the Property.

(e) Seller has full power, authority, and legal right to execute and deliver this Agreement and to perform and observe its provisions. This Agreement, when executed and delivered by Seller and Buyer, will be valid, binding and enforceable against Seller in accordance with its terms.

(f) Neither Seller nor Buyer nor any other person or entity claiming an interest in the Property has dealt with any broker, finder or other person in connection with the offering, sale or negotiation of the sale of the Property in any manner that might give rise to any claim for commission against Buyer or any lien against the Property.

2.2 AS-IS Sale. EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH HEREIN OR IN ANY CLOSING DOCUMENTS, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLER OR ANY AGENT OR EMPLOYEE THEREOF REGARDING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ITS PHYSICAL CONDITION, ITS SUITABILITY FOR ANY PARTICULAR PURPOSE, ITS COMPLIANCE WITH LAWS, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL LAWS, OR THE ABSENCE OF HAZARDOUS SUBSTANCES THEREUPON, AND SELLER EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN AND IN ANY CLOSING DOCUMENTS. OTHERWISE, BUYER SHALL ACCEPT THE PROPERTY IN ITS "AS IS", "WHERE IS" "WITH ALL FAULTS" CONDITION, AND SELLER HEREBY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED.

BUYER ACKNOWLEDGES THAT IT HAS HAD, AS OF THE CLOSING DATE, OPEN ACCESS TO, AND SUFFICIENT TIME TO REVIEW, ALL INFORMATION, DOCUMENTS, AGREEMENTS, STUDIES AND TESTS RELATING TO THE PROPERTY THAT BUYER ELECTS TO CONDUCT A COMPLETE AND THOROUGH INSPECTION, ANALYSIS AND EVALUATION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL ISSUES, IF ANY, AND SHALL CONDUCT SUCH TESTS, PRIOR TO THE CLOSING DATE, AND RECEIVE AND REVIEW SUCH INFORMATION AS BUYER SHALL REQUIRE IN THE COURSE OF ITS INVESTIGATION. BUYER SHALL UNDERTAKE SUCH INVESTIGATION AS SHALL BE REQUIRED TO MAKE BUYER FULLY AWARE OF THE CONDITION OF THE PROPERTY AS WELL AS ALL FACTS, CIRCUMSTANCES AND INFORMATION WHICH MAY AFFECT THE USE AND OPERATION OF THE PROPERTY, AND BUYER COVENANTS AND WARRANTIES TO SELLER THAT BUYER SHALL RELY, EXCEPT TO THE EXTENT OF SELLER'S REPRESENTATIONS AND WARRANTIES CONTAINED HEREUNDER, OR IN ANY CLOSING DOCUMENTS, SOLELY ON BUYER'S OWN DUE DILIGENCE INVESTIGATION IN DETERMINING TO PURCHASE THE PROPERTY.

2.3 Limitations on Representations and Warranties. Notwithstanding anything in this Agreement to the contrary, Seller's liability for breaches of the foregoing representations and warranties discovered by Buyer after Closing is subject to the following limitations:

(a) Filing of Claim. Any claim by Buyer against Seller for a breach of a representation or warranty must be brought by judicial action within one hundred eighty (180) days following the Closing Date.

(b) No Claim for Breach of Representation or Covenant as to which Buyer has Actual Knowledge. If Buyer proceeds with Closing despite having the right to terminate this Agreement on account of any breach of a representation or warranty by Seller as to which Buyer has actual knowledge of prior to Closing, Buyer shall have no claim for any such breach of a representation or warranty, and, by proceeding with Closing as aforesaid, Buyer shall be deemed to have waived any and all claims based on or resulting from such representations and warranties not being true and correct.

(c) No Liability for Consequential or Punitive Damages. Neither Seller nor Buyer shall be liable to the other party under this Agreement for special, incidental or consequential damages or for punitive or exemplary damages.

(d) To the Best of Seller's Knowledge. Wherever the phrase "to the best of Seller's knowledge" is used herein, such phrase shall mean the actual (not implied, imputed or constructive) knowledge of Charles H. Loeffler and Deanna L. Loeffler, without inquiry or investigation.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BUYER

3.1 Buyer Representations and Warranties. In order to induce Seller to sell the Temporary and Permanent Easements on the Property, Buyer makes the following representations and warranties, each of which representations and warranties is true and correct on the date hereof and will be true and correct on (and restated as of) the date of Closing, and each of which shall survive the Closing and the sale contemplated hereby.

(a) Buyer Authority. Buyer represents and warrants that Buyer is a constitutional home rule charter county, validly existing and in good standing under the laws of the State of Missouri, and that Buyer has all necessary power and authority to own and use its properties and to transact the business in which it is engaged and has full power and authority to enter into this Agreement, to execute and deliver the documents and instruments required of Buyer herein, and to perform its obligations hereunder.

(b) Commissions. Buyer has dealt with no broker, finder or any other person, in connection with the purchase of or the negotiation of the purchase of the Property that might give rise to any claim for commission payable by Seller, other than as designated in Article II - 2.1(f) above, whose commission shall be payable by Seller at Closing via a separate agreement. No commission shall be payable unless the sale of the Property closes in accordance with the terms of this Agreement.

(c) Access. Buyer agrees to provide a License Agreement for access to the adjacent property owned by Seller through the improved subject property and via the existing farm crossing currently used for access by Owner and its tenants on the adjoining property and described in Exhibit A.

(d) Sewer Easements. Buyer and Seller acknowledge that Seller continues to own adjoining property adjacent to the Temporary and Permanent Easements on the Property on all sides, and that in order to access sewer service to serve the property Seller still owns ("Seller's Remaining Property"), Buyer shall grant sewer easement(s) for connections by Seller's Remaining Property, or any parts thereof, to the City of Lee's Summit (the "City"), in the form reasonably required by the City, over location(s) reasonably necessary for such access by Seller's Remaining Property. Buyer's future granting of the easements shall be done in accordance with County Code and Buyer, as future grantee, will waive all County fees related to the easements.

ARTICLE IV

Omitted

ARTICLE V

CONDITIONS TO CLOSING

5.1 Conditions. The obligations of Buyer to consummate the transactions provided for in this Agreement shall be subject to the satisfaction of each of the following conditions (as satisfactory to Buyer, in its discretion) on or before the date of Closing, subject to the rights of Buyer to waive any one or more of such conditions:

- (a) Seller shall have performed and complied in all material respects with all of the terms of this Agreement to be performed and complied with by Seller prior to or at the Closing; and
- (b) the representations of Seller set forth in this Agreement shall be true, complete and accurate in all material respects.

5.2 Failure of Satisfaction of Conditions. In the event that any one or more of the matters referred to in each of the subsections of Section 5.1 has not been reviewed and approved and the condition precedent set forth in each such subsection thereby satisfied on or before the date of Closing, and in the further event that on or prior to the date of Closing, such condition precedent is not expressly designated as satisfied or waived in writing by Buyer, but Buyer proceeds to close, then such condition precedent shall be deemed satisfied.

ARTICLE VI

COVENANTS OF SELLERS

Seller covenants and agrees that from and after the date of this Agreement and until the date of Closing (and, where applicable, thereafter):

6.1 Operation of Property. Seller will, prior to the date of Closing, operate the Property subject to the following provisions and limitations:

- (a) Seller shall continue to operate and maintain the Property consistent with the present business and operations thereof.
- (b) Seller shall comply and perform with the terms, conditions, and obligations of the leases when and as due under the respective terms thereof.
- (c) Seller shall not (i) modify or amend any leases except in the ordinary course of business, (ii) extend or grant any concessions with respect to the leases, or accept any prepayment of

rent under the leases (other than one month in advance), (iii) enter into any new lease for space within the Property, (iv) enter into any service, supply, maintenance or other contracts pertaining to the Property or the operation of the Property which are not cancellable by Seller, at Seller's cost, at Closing, or (v) remove existing items of equipment or other personal property from the Property, unless replaced with equipment or personal property of equal or better value.

6.2 Contracts. Seller shall terminate any service, maintenance and management contracts affecting the Property on or prior to Closing.

6.3 Insurance of Property. Seller shall cause the Property to be insured against all ordinary and insurable risks in commercially reasonable coverage amounts; Seller shall bear the risk of loss to the Property to and including the date of Closing. Seller shall not assign its insurance policies to Buyer. Buyer shall secure its own insurance policies at Closing.

ARTICLE VII

Omitted

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 Binding Agreement. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and to their respective successors and assigns.

8.2 Assignment. Buyer or Seller may assign its rights and interests hereunder to any transferee of the Property, provided such transferee assumes in writing the obligations of Buyer or Seller hereunder as applicable and agrees in writing to be bound jointly and severally with the Buyer or Seller named herein as applicable, for such obligations.

8.3 Notices. Buyer designates Joyce C. Murray of Zimmer Real Estate Services, L.L.C. to be Buyer's authorized agent ('Buyers Rep') to act on Buyer's behalf, and to be the contact for any communication through the Closing. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered personally or sent by registered or certified mail, postage pre-paid, or transmitted by facsimile or electronic mail, and addressed as set forth below:

(a) If to Seller:

Charles H. Loeffler
13501 W. 76th St.
Lenexa, KS 66216

With a copy to:

Deanna L. Loeffler
16100 Kentucky View Dr.
Belton, MO 64012

(b) If to Buyer:

Frank White, Jr.
County Executive
Jackson County, Missouri
415 E 12th St Suite 200
Kansas City, MO 64106

With a copy to:

Bryan O. Covinsky
County Counselor
Jackson County, Missouri
415 E 12th Street Suite 200
Kansas City, MO 64106

Any party may change the address to which notices are to be addressed by giving the other parties notice in the manner herein set forth.

8.4 Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Missouri.

8.5 Time of the Essence. Time is of the essence with respect to each and every provision of this Agreement.

8.6 Performance on Business Days. If any date for the occurrence of an event or act under this Agreement falls on a Saturday or Sunday or legal holiday in the State of Missouri, then the time for the occurrence of such event or act shall be extended to the next succeeding business day.

8.7 Attorneys' Fees. (Intentionally omitted).

8.8 Entire Agreement. This Agreement, together with all the Exhibits attached hereto and incorporated by reference herein, constitutes the entire undertaking between the parties hereto, and supersedes any and all prior agreements, arrangements and understandings between the parties.

8.9 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original.

8.10 Section 1031 Exchange. (Intentionally omitted).

8.11 Confidentiality. Buyer covenants and agrees that: (a) all information provided to it by Seller in connection with the Property or resulting from Buyer's inspections of the Property and review of relevant materials which is not already public information, or which subsequently becomes public information through no fault or action of Buyer will be held in confidence by it, its agents and employees, and (b) Buyer will return all such information to Seller in the event the transaction contemplated by this Agreement is not consummated. Notwithstanding the foregoing, Buyer may (i) share its information on a need-to-know basis with

its consultants, accountants, attorneys and potential equity and financing sources so long as such information is delivered to such parties on the condition of confidentiality consistent with the requirements of this paragraph, and (ii) make disclosure in response to any legal process, and (iii) make any disclosure required by the Missouri Open Records Act, Chapter 610, RSMO. Seller and Buyer further covenant and agree that neither of them will issue any press releases regarding the Property or the transaction contemplated herein without the prior consultation and express written approval of other, which approval shall not be unreasonably withheld, conditioned or delayed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

By: **Jackson County Missouri ("Buyer")**

Frank White, Jr
County Executive
Date: _____

By: **Charles H. Loeffler and Deanna L. Loeffler ("Seller")**

Charles H. Loeffler

Deanna L. Loeffler

EXHIBIT A

LEGAL DESCRIPTION

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That LOEFFLER DONNA JO & CHARLES H. – TRUSTEES hereinafter called GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and sufficient consideration to them paid (the receipt of which is hereby acknowledged) does Grant, Remise, and Release, FOREVER to JACKSON COUNTY, a Charter County of the State of Missouri, hereinafter called GRANTEE (415 East 12th Street, Kansas City, Missouri, 64106), an Easement for the extension of a drainage culvert related to a bicycle and pedestrian trail project and any related infrastructure upon, over, under and along the following described tract of land lying, being and situated in JACKSON COUNTY, MISSOURI, to-wit:

SEE ATTACHED EXHIBIT "A1" FOR LEGAL DESCRIPTION

Together with the right of GRANTEE, and the above described utility companies, their agents, employees, or independent contractors to go upon the above described easement and so much of GRANTOR'S land adjacent thereto as may be reasonably necessary for the purpose of constructing, maintaining, and repairing the improvements and appurtenances thereto, including the right to cut, top, and trim brush and trees, if any, on or adjacent to said easement, as may be necessary or desirable to maintain any facilities thereon. Upon completion of such construction, maintenance or repair, the land of the GRANTOR shall be restored to approximately the same condition that existed prior to the entry upon it.

By the granting of this easement, it shall not be construed to prohibit the GRANTOR from developing any adjoining property or from laying out, establishing and constructing pavement, curbing, and gutters along, upon, over or across said easement or any portion thereof; provided, however, said easement shall be kept free from additional depth of overburden, buildings, and any other structure or obstruction (except sidewalks, roadways, pavement, grass, shrubs, fences, or curbs), which will interfere with the GRANTEE in entering upon said easement for the purpose of laying, constructing, reconstructing, operating, repairing, and maintaining such improvements and appurtenances.

GRANTORS further state that they are lawfully seized of any indefeasible title in fee to the lands through which said easement is granted, and that they have good and lawful title and right to convey said easement to the GRANTEE aforesaid.

IN TESTIMONY WHEREOF, the said Grantor has hereunto set his hand and seal this _____ day of

_____, 20__.

Grantor:

BY _____
ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On this _____ day of _____, 20____, before me, a Notary
Public, personally appeared _____,
to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that
they executed the same for the Grantor, by authority vested in them.

Notary Public in and for
said County and State SEAL

Federal Project No. 3301-525
Jackson County Project No.
Project Tract No. TCE-2
Jackson County Parcel No: 70-200-01-03-00-0-00-000

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made this ____ day of _____, _____, by and between
LOEFFLER DONNA JO & CHARLES H. – TRUSTEES, hereinafter called GRANTOR(S), and
JACKSON COUNTY, hereinafter called GRANTEE located at 415 E. 12th Street, Kansas City, MO 64106.

WITNESSETH, that the said GRANTORS for ten dollars (\$10.00) and other valuable considerations, to them paid by the GRANTEE, the receipt of which is here acknowledged, do by these presents hereby grant, and convey unto the said Grantee, a temporary easement for grading and sloping, removal of fencing, removal of trees and shrubbery, utility construction work, the storage of materials, the operation of equipment, and the movement of a working force, in connection with the above described construction project, over, upon and across the following described tracts of land situated in Lee's Summit, Jackson County, State of Missouri, to-wit:

SEE ATTACHED EXHIBIT "A2" FOR LEGAL DESCRIPTION

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anyway appertaining, unto said Grantee, its successors and assigns; the said Grantor hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises from which temporary easement is herein conveyed and that it has good right to convey the same.

Said right of entrance, occupation, construction and use shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of three (3) years from the start of construction.

IN WITNESS WHEREOF, the GRANTOR(S) has/have hereunto set their hand(s) and seal(s).

(TYPE NAME)

(TYPE NAME)

Federal Project No. 3301-525
Jackson County Project No.
Project Tract No. TCE-1
Jackson County Parcel No: 70-200-01-03-00-0-00-000

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made this ____ day of _____, _____, by and between
LOEFFLER DONNA JO & CHARLES H. – TRUSTEES, hereinafter called GRANTOR(S), and
JACKSON COUNTY, hereinafter called GRANTEE located at 415 E. 12th Street, Kansas City, MO 64106.

WITNESSETH, that the said GRANTORS for ten dollars (\$10.00) and other valuable considerations, to them paid by the GRANTEE, the receipt of which is here acknowledged, do by these presents hereby grant, and convey unto the said Grantee, a temporary easement for grading and sloping, removal of fencing, removal of trees and shrubbery, utility construction work, the storage of materials, the operation of equipment, and the movement of a working force, in connection with the above described construction project, over, upon and across the following described tracts of land situated in Lee's Summit, Jackson County, State of Missouri, to-wit:

SEE ATTACHED EXHIBIT "A3" FOR LEGAL DESCRIPTION

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anyway appertaining, unto said Grantee, its successors and assigns; the said Grantor hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises from which temporary easement is herein conveyed and that it has good right to convey the same.

Said right of entrance, occupation, construction and use shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of three (3) years from the start of construction.

IN WITNESS WHEREOF, the GRANTOR(S) has/have hereunto set their hand(s) and seal(s).

(TYPE NAME)




(TYPE NAME)

N. Line, NE 1/4, Section 20-T47N-R31W
 1064.89'
 S87°23'09"E
 P.O.C.
 NW Corner, NE 1/4,
 Section 20-T47N-R31W

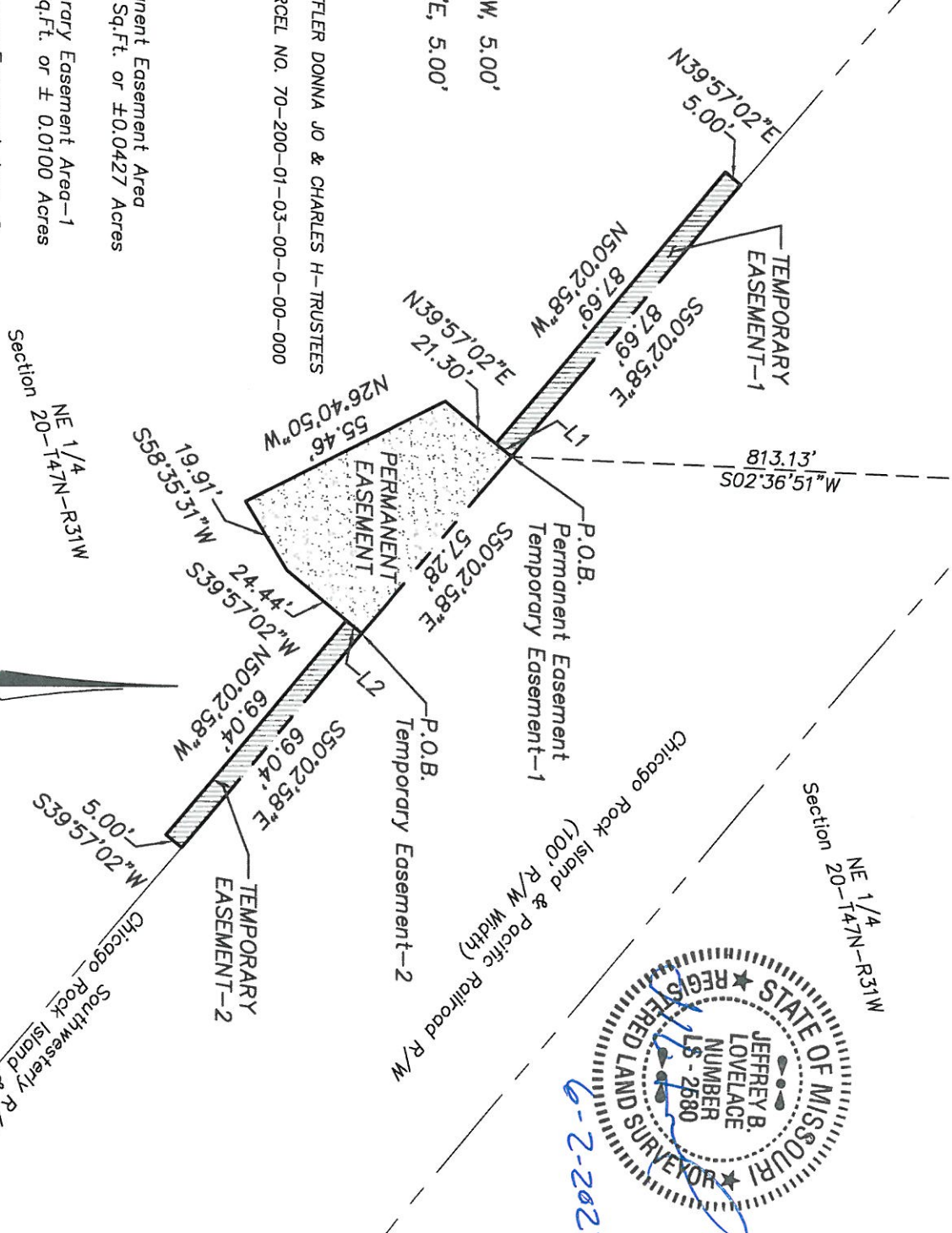
EASEMENT EXHIBIT
 PART OF THE NE 1/4, SECTION 20-T47N-R31W
 LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

LINE TABLE

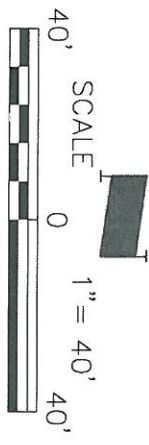
- L1 = S39°57'02"W, 5.00'
- L2 = N39°57'02"E, 5.00'

-  Permanent Easement Area
1,860 Sq.Ft. or ±0.0427 Acres
-  Temporary Easement Area-1
438 Sq.Ft. or ± 0.0100 Acres
-  Temporary Easement Area-2
345 Sq.Ft. or ± 0.0079 Acres

LOEFFLER DONNA JO & CHARLES H-TRUSTEES
 PARCEL NO. 70-200-01-03-00-0-00-000



6-2-2022



FEDERAL PROJECT TAP 3301(525)
 GREENWOOD CONNECTOR
 JACKSON COUNTY, MISSOURI

PROPERTY INFORMATION	
Owner:	LOEFFLER DONNA JO & CHARLES H-TRUSTEES 13501 W 76TH TER LENEXA, KS 66216
Parcel No.:	70-200-01-03-00-0-00-000
Easement Tract No.:	N/A

EASEMENT EXHIBIT	
PART OF NE 1/4, SECTION 20-T47N-R31W	
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI	
Prepared For:	McCLURE 1700 Swift Street, Suite 100 North Kansas City, Missouri 64116

Project No:	21065
Drawn By:	JBL
Checked By:	JBL
Date:	05-30-2022
Scale:	1" = 40'
File Name:	EASEMENT AREA-2

	LOVELACE & ASSOCIATES
	Land Surveying - Land Planning
	929 SE 3rd Street
	Lee's Summit, Missouri 64063
	Tel: (816) 347-9997 Fax: (816) 347-9979

GREENWOOD CONNECTOR TRAIL-JEFFERSON STREET TO HAMBLEN ROAD
Federal Project Number TAP 3301(525) – MARC TIP Project Number 634076
Parcel ID No. 70-200-01-03-00-0-00-000
Loeffler Donna Jo & Charles H - Trustees
Situs Address: Not Assigned
Mailing Address: 13501 W. 76th Terrace
Lenexa, Kansas 66216

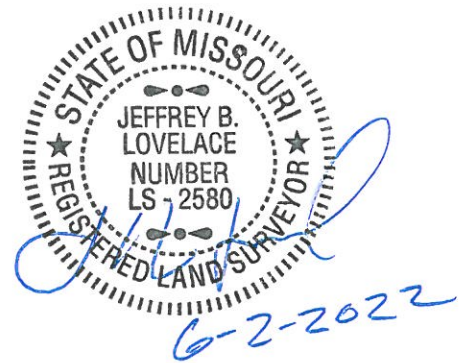
Exhibit "A1"

PERMANENT EASEMENT

Containing: 1,860 Square Feet or 0.0427 Acres more or less

All that part of the Northeast Quarter of Section 20, Township 47 North, Range 31 West, now in the City of Lee's Summit, Jackson County, Missouri and being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of said Section 20; thence South 87°23'09" East along the North line of said Northeast Quarter a distance of 1064.89 feet; thence South 02°36'51" West a distance of 813.13 feet to the Southwesterly right-of-way line of the Chicago Rock Island & Pacific Railroad and the POINT OF BEGINNING; thence South 50°02'58" East along said right-of-way line a distance of 57.28 feet; thence departing said right-of-way line South 39°57'02" West a distance of 24.44 feet; thence South 58°35'31" West a distance of 19.91 feet; thence North 26°40'50" West a distance of 55.46 feet; thence North 39°57'02" East a distance of 21.30 feet to the POINT OF BEGINNING.



GREENWOOD CONNECTOR TRAIL-JEFFERSON STREET TO HAMBLEN ROAD
Federal Project Number TAP 3301(525) – MARC TIP Project Number 634076
Parcel ID No. 70-200-01-03-00-0-00-000
Loeffler Donna Jo & Charles H - Trustees
Situs Address: Not Assigned
Mailing Address: 13501 W. 76th Terrace
Lenexa, Kansas 66216

Exhibit "A2"

TEMPORARY EASEMENT-1

Containing: 438 Square Feet or 0.0100 Acres more or less

All that part of the Northeast Quarter of Section 20, Township 47 North, Range 31 West, now in the City of Lee's Summit, Jackson County, Missouri and being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of said Section 20; thence South 87°23'09" East along the North line of said Northeast Quarter a distance of 1064.89 feet; thence South 02°36'51" West a distance of 813.13 feet to the Southwesterly right-of-way line of the Chicago Rock Island & Pacific Railroad and the POINT OF BEGINNING; thence South 39°57'02" West a distance of 5.00 feet; thence North 50°02'58" West parallel with said right-of-way line a distance of 87.69 feet; thence North 39°57'02" East a distance of 5.00 feet to said right-of-way line; thence South 50°02'58" East along said right-of-way line a distance of 87.69 feet to the POINT OF BEGINNING.



GREENWOOD CONNECTOR TRAIL-JEFFERSON STREET TO HAMBLEN ROAD
Federal Project Number TAP 3301(525) – MARC TIP Project Number 634076
Parcel ID No. 70-200-01-03-00-0-00-000
Loeffler Donna Jo & Charles H - Trustees
Situs Address: Not Assigned
Mailing Address: 13501 W. 76th Terrace
Lenexa, Kansas 66216

Exhibit "A3"

TEMPORARY EASEMENT-2

Containing: 345 Square Feet or 0.0079 Acres more or less

All that part of the Northeast Quarter of Section 20, Township 47 North, Range 31 West, now in the City of Lee's Summit, Jackson County, Missouri and being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of said Section 20; thence South 87°23'09" East along the North line of said Northeast Quarter a distance of 1064.89 feet; thence South 02°36'51" West a distance of 813.13 feet to the Southwesterly right-of-way line of the Chicago Rock Island & Pacific Railroad; thence South 50°02'58" East along said right-of-way line a distance of 57.28 feet to the POINT OF BEGINNING; thence continuing along said right-of-way line South 50°02'58" East a distance of 69.04 feet; thence departing said right-of-way line South 39°57'02" West a distance of 5.00 feet; thence North 50°02'58" West parallel with said right-of-way line a distance of 69.04 feet; thence North 39°57'02" East a distance of 5.00 feet to the POINT OF BEGINNING.

