

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 **LeMone Smith 291 Investments LLC, a Missouri limited liability company ("Seller")**.

WITNESSETH:

WHEREAS, Seller is the owner of the real estate located at 2632 SE Hamblen Road, Lee's Summit, MO 64082 and more particularly described on 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");

WHEREAS Seller was recently landlord to Wendel NAD LLC under a lease affecting the Property, which tenant lease will be terminated by Seller prior to closing (the "Leases"), and there will be no tenant leases encumbering 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 NINETY FIVE THOUSAND DOLLARS (\$95,000). Buyer shall, on the date of Full Execution of all of the parties of this Easement Agreement, pay Seller the Purchase Price.,

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 WARRANTS 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 Jason A. Burchfield, 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.l(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:

LeMone Smith 291 Investments LLC
c/o Jay Burchfield
302 Campusview Drive, Ste. 106
Columbia, MO 65201

With a copy to:

Phebe La Mar
SMITH LEWIS, LLP
P. O. Box 918
Columbia, MO 65205-0918

(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: **LeMone Smith 291 Investments LLC ("Seller")**

Jason A. Burchfield
Manager of RML Enterprises LLC, Member

EXHIBIT A

LEGAL DESCRIPTION

PERMANENT EASEMENT

THIS EASEMENT, made this ____ day of _____, 2024, by and between Lemone Smith Dev. Co., hereinafter called GRANTORS, and Jackson County Missouri, hereinafter called GRANTEE located at 415 East 12th Street, Kansas City, Missouri 64106.

WITNESSETH, that the said GRANTOR for Ten Dollars (\$10.00) and other valuable considerations, to them in hand paid by the GRANTEE, the receipt of which is acknowledged, hereby grants, remises, releases, and forever quits claim unto the said GRANTEE, its agents and assigns, a permanent non-exclusive easement for a ten foot wide shared use path for pedestrian and bicycle usage and related infrastructure including but not limited to drainage, fencing, trailhead, parking, signage lighting, water service, and including the right to build, construct, keep and maintain said infrastructure under, in, over, and upon the following described tracts of land situated in Jackson County, Missouri, to-wit:

SEE ATTACHED EXHIBIT "A1" FOR LEGAL DESCRIPTION

GRANTEE, its successors and assigns, shall have the right of ownership, use and control of the Shared Use Path and all related infrastructure and improvements made, and all necessary appurtenances on the above described property and for all proper purposes connected with the installation, use, maintenance, and replacement of the shared use path.

GRANTEE agrees not to obstruct or interfere with GRANTORS ability to enter into other easement agreements that do not encroach, obstruct or interfere with the operation, maintenance or access to GRANTEE'S infrastructure improvements and appurtenances thereto, by erecting, or causing or allowing to be erected, any improvement, habitable building or roadway 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.

GRANTOR, to the fullest extent allowed by law, including, without limitation, section 527.188, RSMo 2016, 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**.

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 Shared Use Path improvements and appurtenances thereto, by erecting, or causing or allowing to be erected, any habitable building or other improvement on said easement.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto GRANTEE, their successors and assigns shall have the right at all times to go upon the lands herein described to construct, maintain and repair the said infrastructure as may be

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
LEMONE SMITH DEV. CO., 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)

ACKNOWLEDGEMENT - MAN AND WIFE

STATE OF _____)
_____)
COUNTY OF _____)

SS

On this _____ day of _____, 20____, before me, a Notary Public, personally
appeared _____ and _____ his wife,
to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that
they executed the same as their free act and deed.

My commission expires _____

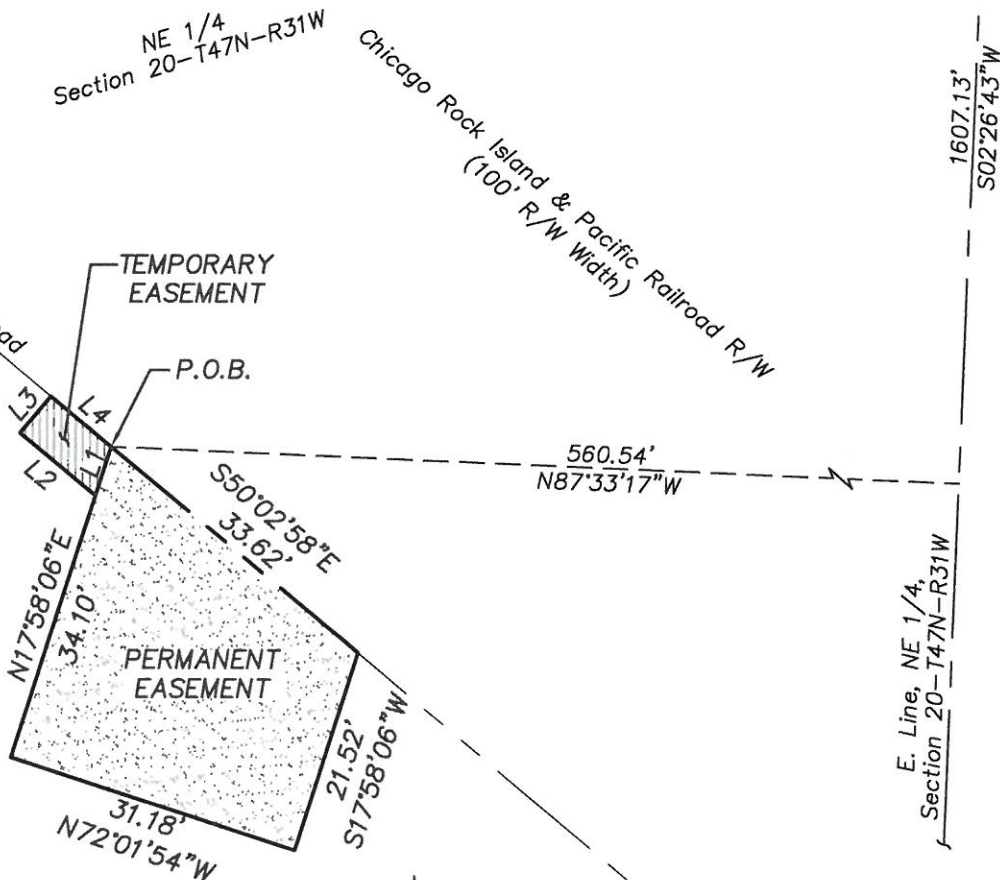
Notary Public in and for
said County and State

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

P.O.C. —
 NE Corner, NE 1/4,
 Section 20-T47N-R31W



LINE TABLE

- L1 = S17°58'06"W, 5.39'
- L2 = N50°02'58"W, 10.26'
- L3 = N39°57'02"E, 5.00'
- L4 = S50°02'58"E, 8.25'

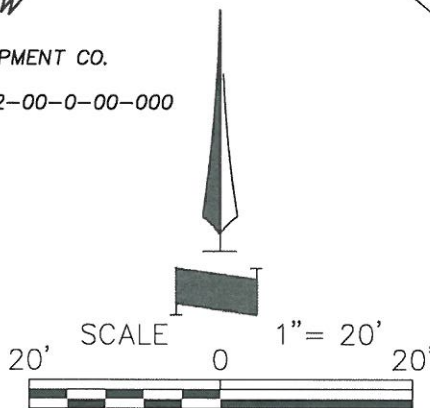


NE 1/4
 Section 20-T47N-R31W

LEMONE SMITH DEVELOPMENT CO.
 PARCEL NO. 70-200-01-02-00-0-00-000

-  Permanent Easement Area
867 Sq.Ft. or ± 0.0199 Acres
-  Temporary Easement Area
46 Sq.Ft. or ± 0.0010 Acres

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



6-2-2022

| |
|---|
| <p>PROPERTY INFORMATION</p> <p>Owner: LEMONE SMITH DEV. CO. P.O. BOX 7688 COLUMBIA, MO 65205</p> <p>Parcel No.: 70-200-01-02-00-0-00-000 Easement Tract No.: N/A</p> |
| <p>EASEMENT EXHIBIT</p> <p>PART OF NE 1/4, SECTION 20-T47N-R31W LEE'S SUMMIT, JACKSON COUNTY, MISSOURI</p> <p>Prepared For: McCLURE 1700 Swift Street, Suite 100 North Kansas City, Missouri 64116</p> |
| <p>Project No: 21065 Drawn By: JBL Checked By: JBL Date: 05-30-2022 Scale: 1" = 20' File Name: EASEMENT AREA-1</p> |
| <p>LOVELACE & ASSOCIATES Land Surveying - Land Planning 929 SE 3rd Street Lee's Summit, Missouri 64063 Tel: (816) 347-9997 Fax: (816) 347-9979</p> <p align="center">EXHIBIT</p> <p align="right">SHT 1 OF 1</p> |

GREENWOOD CONNECTOR TRAIL-JEFFERSON STREET TO HAMBLEN ROAD
Federal Project Number TAP 3301(525) – MARC TIP Project Number 634076
Parcel ID No. 70-200-01-02-00-0-00-000
Lemone Smith Development Co.
Situs Address: Not Assigned
Mailing Address: P.O. Box 7688
Columbia, Missouri 65205

Exhibit "A1"

PERMANENT EASEMENT

Containing: 867 Square Feet or 0.0199 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 Northeast corner of the Northeast Quarter of said Section 20; thence South 02°26'43" West along the East line of said Northeast Quarter a distance of 1607.13 feet; thence North 87°33'17" West a distance of 560.54 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 33.62 feet; thence departing said right-of-way line South 17°58'06" West a distance of 21.52 feet; thence North 72°01'54" West a distance of 31.18 feet; thence North 17°58'06" East a distance of 34.10 feet to the POINT OF BEGINNING.



6-2-2022

GREENWOOD CONNECTOR TRAIL-JEFFERSON STREET TO HAMBLEN ROAD
Federal Project Number TAP 3301(525) – MARC TIP Project Number 634076
Parcel ID No. 70-200-01-02-00-0-00-000
Lemone Smith Development Co.
Situs Address: Not Assigned
Mailing Address: P.O. Box 7688
Columbia, Missouri 65205

Exhibit "A2"

TEMPORARY EASEMENT

Containing: 46 Square Feet or 0.0010 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 Northeast corner of the Northeast Quarter of said Section 20; thence South 02°26'43" West along the East line of said Northeast Quarter a distance of 1607.13 feet; thence North 87°33'17" West a distance of 560.54 feet to the Southwesterly right-of-way line of the Chicago Rock Island & Pacific Railroad and the POINT OF BEGINNING; thence South 17°58'06" West a distance of 5.39 feet; thence North 50°02'58" West parallel with said right-of-way line a distance 10.26 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 8.25 feet to the POINT OF BEGINNING.



PERMANENT EASEMENT

THIS EASEMENT, made this ____ day of _____, 2024, by and between Lemone Smith Dev. Co., hereinafter called GRANTORS, and Jackson County Missouri, hereinafter called GRANTEE located at 415 East 12th Street, Kansas City, Missouri 64106.

WITNESSETH, that the said GRANTOR for Ten Dollars (\$10.00) and other valuable considerations, to them in hand paid by the GRANTEE, the receipt of which is acknowledged, hereby grants, remises, releases, and forever quits claim unto the said GRANTEE, its agents and assigns, a permanent non-exclusive easement for a ten foot wide shared use path for pedestrian and bicycle usage and related infrastructure including but not limited to drainage, fencing, trailhead, parking, signage lighting, water service, and including the right to build, construct, keep and maintain said infrastructure under, in, over, and upon the following described tracts of land situated in Jackson County, Missouri, to-wit:

SEE ATTACHED EXHIBIT "A3" FOR LEGAL DESCRIPTION

GRANTEE, its successors and assigns, shall have the right of ownership, use and control of the Shared Use Path and all related infrastructure and improvements made, and all necessary appurtenances on the above described property and for all proper purposes connected with the installation, use, maintenance, and replacement of the shared use path.

GRANTEE agrees not to obstruct or interfere with GRANTORS ability to enter into other easement agreements that do not encroach, obstruct or interfere with the operation, maintenance or access to GRANTEE'S infrastructure improvements and appurtenances thereto, by erecting, or causing or allowing to be erected, any improvement, habitable building or roadway on said easement.

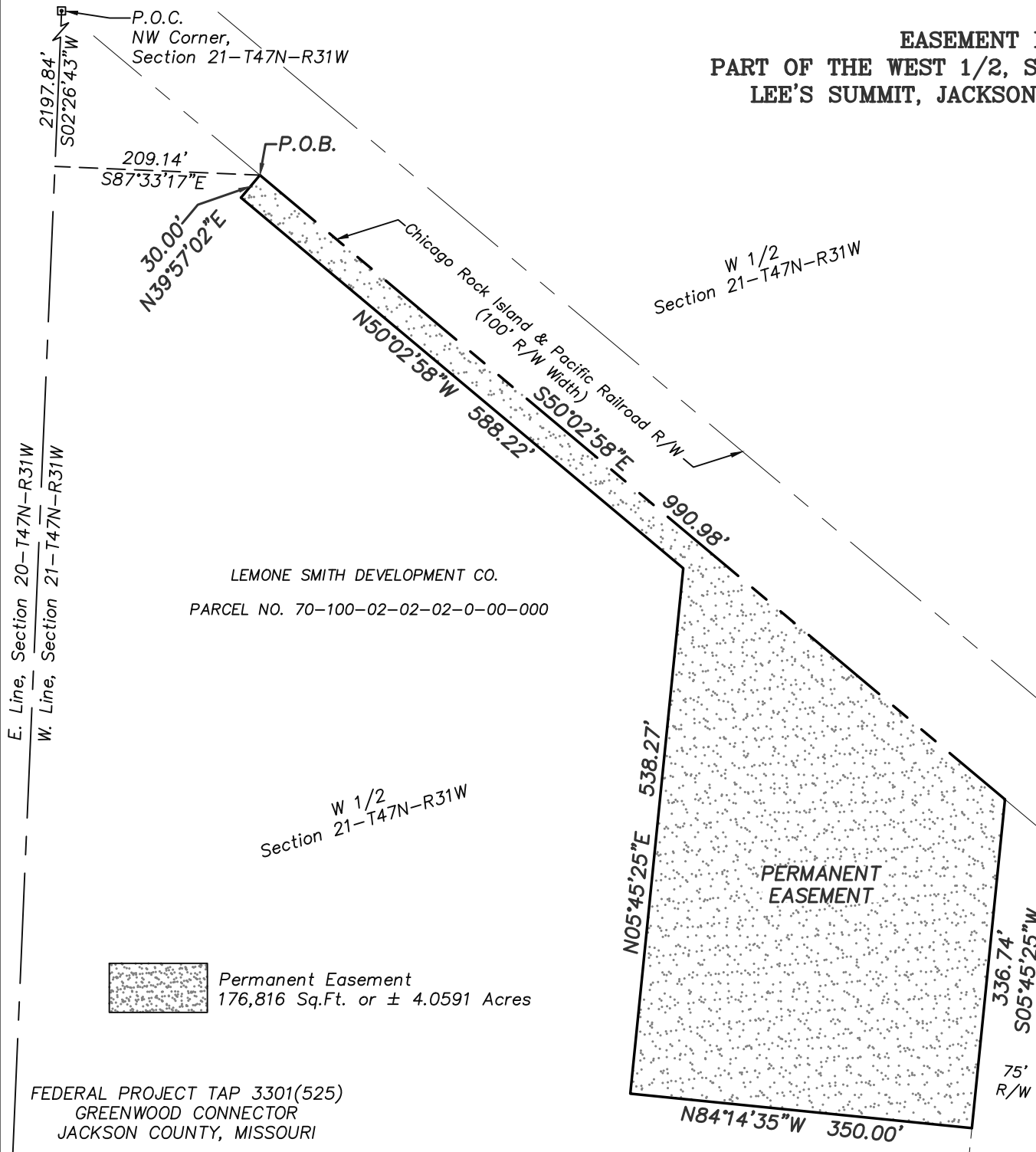
GRANTOR further states that it is lawfully seized of title to the land through which said easement is granted and that it has good and lawful right to convey said easements to the Grantee herein.

GRANTOR, to the fullest extent allowed by law, including, without limitation, section 527.188, RSMo 2016, 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**.

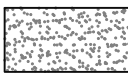
GRANTOR agrees not to obstruct or interfere with Grantee's use and enjoyment of the easement granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to such Shared Use Path improvements and appurtenances thereto, by erecting, or causing or allowing to be erected, any habitable building or other improvement on said easement.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto GRANTEE, their successors and assigns shall have the right at all times to go upon the lands herein described to construct, maintain and repair the said infrastructure as may be

**EASEMENT EXHIBIT
PART OF THE WEST 1/2, SECTION 21-T47N-R31W
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI**

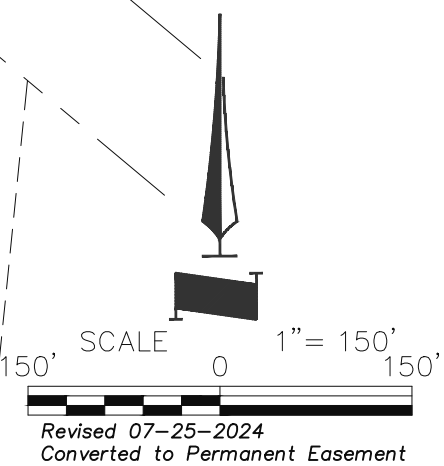


LEMONE SMITH DEVELOPMENT CO.
PARCEL NO. 70-100-02-02-02-0-00-000

 Permanent Easement
176,816 Sq.Ft. or ± 4.0591 Acres

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

50'
R/W
SE HAMBLEN RD



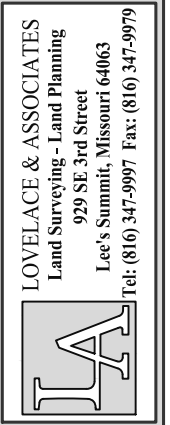
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| PROPERTY INFORMATION | |
| Owner: LEMONE SMITH DEV. CO. P.O. BOX 7688 COLUMBIA, MO 65205 Parcel No.: 70-100-02-02-02-0-00-000 Easement Tract No.: N/A | |
| EASEMENT EXHIBIT | PART OF W 1/2, SECTION 21-T47N-R31W LEE'S SUMMIT, JACKSON COUNTY, MISSOURI |
| Project No: 21065 Drawn By: JBL Checked By: JBL Date: 05-30-2022 Scale: 1" = 150' File Name: Permanent Easement | Prepared For: McCLURE 1700 Swift Street, Suite 100 North Kansas City, Missouri 64116 |
|  | |
| EXHIBIT | |
| SHT 1 | OF 1 |

Exhibit "A3"

PERMANENT EASEMENT

Containing: 176,816 Square Feet or 4.0591 Acres more or less

All that part of the West Half of Section 21, 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 said Section 21; thence South 02°26'43" West along the West line of said Section 21 a distance of 2197.84 feet; thence South 87°33'17" East a distance of 209.14 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 990.98 feet to the West right-of-way line of Hamblen Road as now established; thence South 05°45'25" West along said West right-of-way line a distance of 336.74 feet; thence departing said right-of-way line North 84°14'35" West a distance of 350.00 feet; thence North 05°45'25" East a distance of 538.27 feet; thence North 50°02'58" West parallel with said Railroad right-of-way line a distance of 588.22 feet; thence North 39°57'02" East a distance of 30.00 feet to the POINT OF BEGINNING.

