

PERMANENT LANDSCAPE EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That this Easement Agreement, made and entered into this 29th day of July, 2020, by and between Mission Road Partners, L.L.C., hereinafter the Grantor, owner of property herein described, and the MISSION RANCH HOMES ASSOCIATION a private home owner's association in the County of Johnson, State of Kansas, hereinafter the Grantee,

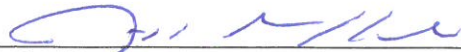
WITNESSETH: That in consideration of the sum of Ten Dollars and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, and of the benefits to be derived from the construction and maintenance of landscaping in the following described premises, the Grantor does convey to the Grantee forever a perpetual easement over, under and through the following described real estate for the purpose of constructing, using, replacing and maintaining landscaping and appurtenant work in any part of the easement, including the right to clean, repair, replace and care for the landscaping, together with the right of access to the easement and over the easement for those purposes, to wit:

SEE ATTACHED EXHIBIT "A"

THIS EASEMENT is executed and delivered and said easement is granted upon the following conditions, to wit:

1. The Grantor, his/her/its heirs, executors, administrators, successors and assigns, hereby releases the Grantee, its agents and employees, assigns and successors from any and all liability for damage to the remaining lands resulting from this conveyance, and construction and maintenance of the landscaping, provided the Grantee, its agents and employees, assigns and successors shall, as soon as practicable, after construction of the landscaping and all subsequent alterations and repairs thereto, restore all property of the Grantor to a neat and presentable condition.
2. It is understood by the Grantor that the landscaping constructed hereunder shall, in every respect be a public landscaping as if laid in one of the dedicated streets, upon permit from the Grantee herein, shall have the right at all times to enter upon the described premises for the purpose of making any necessary repairs to or renewals for replacements of the landscape.
3. The rights granted herein shall not be construed to interfere with or restrict the Grantor, his/her/its heirs, executors, administrators, successors and assigns from the use of the premises with respect to the construction and maintenance of property improvements along and over the premises herein described so long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of said landscaping.

THIS EASEMENT shall run with the land and shall apply to all interests now owned or hereafter acquired to the above-described property. This easement shall be filed of record with the Register of Deeds, Johnson County, Kansas.



Jeff Gifford, Member
Mission Road Partners, L.L.C.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 29 day of July, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jeff Gifford, Member of Mission Road Partners, L.L.C., a Limited Liability Company duly formed under the provisions of the Kansas Limited Liability Company Act, who is personally known to me to be such manager and who is personally known to me to be the same person who executed as such manager the foregoing instrument on behalf of said company, and such person duly acknowledged the execution of same to be the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My Appointment Expires
7-11-2021

Mary R Hyatt
Notary Public



EXHIBIT "A"

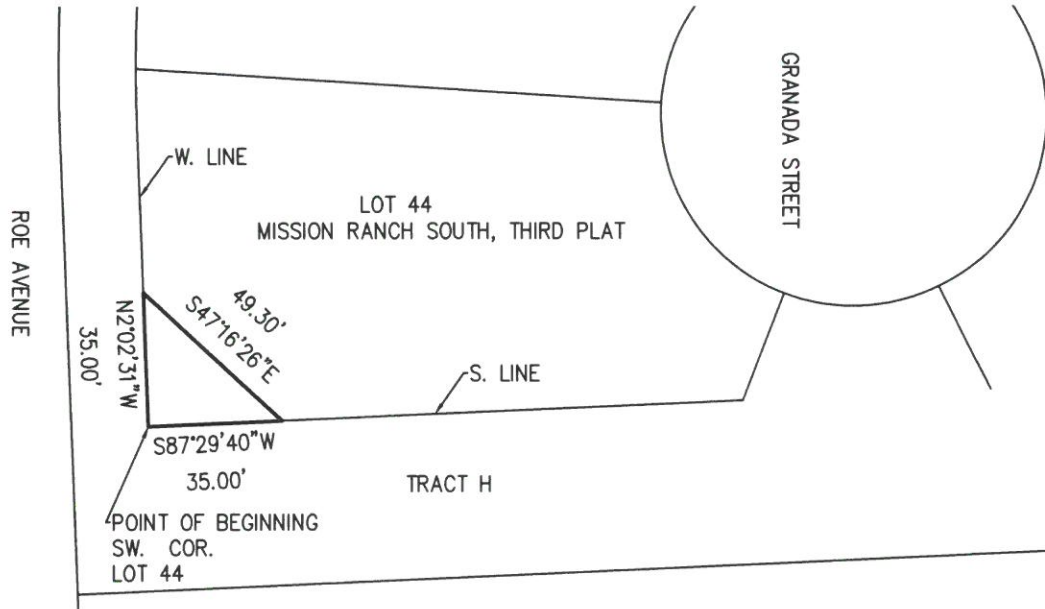
LANDSCAPE EASEMENT

PART OF LOT 44, MISSION RANCH SOUTH, THIRD PLAT, IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS.

DESCRIPTION:

ALL THAT PART OF LOT 44, MISSION RANCH SOUTH, THIRD PLAT, A PLATTED SUBDIVISION OF LAND IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 44; THENCE N 2°02'31" W, ALONG THE WEST LINE OF SAID LOT 44, A DISTANCE OF 35.00 FEET; THENCE S 47°16'26" E, A DISTANCE OF 49.30 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 44; THENCE S 87°29'40" W, ALONG THE SOUTH LINE OF SAID LOT 44, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING, CONTAINING 612 SQUARE FEET, MORE OR LESS.



I HEREBY CERTIFY THAT THIS REAL PROPERTY LEGAL DESCRIPTION HAS BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.



SCALE: 1"=50'



BY: JOHNNY B. RAY, KS. LS-816

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PLANNING
ENGINEERING
IMPLEMENTATION

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Olathe, Kansas 66061 www.phelpsengineering.com

CERTIFICATE OF AUTHORIZATION KANSAS LAND
SURVEYING - LS-82
ENGINEERING - E-391
CERTIFICATE OF AUTHORIZATION MISSOURI
LAND SURVEYING-2007001128
ENGINEERING-2007005058

PROJECT NO. 180725
DATE: 7/28/20
BY: MAM